

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|----------------------------------|--|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Purchase and Sale Agreement | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| KozaK Auto Dry Wash, Inc. | | 01/23/2006 | CORPORATION: NEW YORK |
| RECEIVING PARTY DATA | | | |
| Name: | Summit Industries, Inc. | | |
| Street Address: | 839 Pickens Industrial Drive | | |
| City: | Marietta | | |
| State/Country: | GEORGIA | | |
| Postal Code: | 30062 | | |
| Entity Type: | CORPORATION: GEORGIA | | |
| PROPERTY NUMBERS Total: 4 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 234257 | KOZAK | |
| Registration Number: | 1325351 | KOZAK | |
| Registration Number: | 243695 | DRY WASH | |
| Registration Number: | 260980 | | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (404)881-7777 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 4048817000 | | |
| Email: | ipatl@alston.com | | |
| Correspondent Name: | Russel P. Beets | | |
| Address Line 1: | 1201 W. Peachtree Street | | |
| Address Line 2: | c/o Alston & Bird LLP | | |
| Address Line 4: | Atlanta, GEORGIA 30309-3424 | | |
| NAME OF SUBMITTER: | Russell P. Beets | | |
| Signature: | /Russell P. Beets/ | | |

OP \$115.00 234257

Date:

03/09/2006

Total Attachments: 9

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**Purchase and Sale Agreement Between KozaK Auto Dry Wash, Inc.
and Summit Industries, Inc.
January 23, 2006**

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MF *[Signature]*
EH *[Signature]*

THIS AGREEMENT (hereinafter the "Agreement") made effective as of the date last written below by and between: **KozaK Auto Dry Wash, Inc.** located at 6 South Lyon Street, Batavia, New York 14020 (hereinafter referred to as "Seller"), and **Summit Industries, Inc.** located at 839 Pickens Industrial Drive, Marietta, Georgia 30062 (hereinafter referred to as "Buyer"), all of which parties to this Agreement shall hereinafter individually be referred to as a party or collectively shall be referred to as the parties:

Recitals:

WHEREAS, Seller is the owner of certain business assets more particularly described hereinafter; and

WHEREAS, Seller desires to sell said assets, and Buyer desires to purchase the same; Witnesseth:

NOW THEREFORE, for and in consideration of the mutual covenants, promises and undertakings hereinafter set forth, and other good and valuable consideration, receipt of which is hereby acknowledged, it is agreed between the parties as follows:



1. **Sale of Assets:** Seller agrees to sell to Buyer and Buyer agrees to purchase the business assets (hereinafter the "Assets") listed as set forth below, together with the good-will associated therewith:

(a) All of Seller's right, title and interest in and to its intangible assets including, but not limited to, the name "KozaK Auto Dry Wash" and all good will associated with such name. Within 5 days after the execution of this Agreement, Seller will take all steps necessary to change its corporate name from KozaK Auto Dry Wash, Inc. to a name which is not similar to KozaK Auto Dry Wash, Inc., and will discontinue all use of such name, except as agreed to in the Agreement referred to in Paragraph 20 below.

(b) All of Seller's right, title and interest in and to the trademarks listed on Exhibit A, attached hereto;

(c) All of Seller's right, title and interest in and to the formulas listed on Exhibit B, attached hereto;

(d) All of Seller's right, title and interest in and to the customer list described on Exhibit C, attached hereto;

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(e) All of Seller's right, title and interest in and to the telephone numbers (585) 343- 8111 and (585) 343-3732. Seller will take whatever steps Buyer shall reasonably request to effectuate the transfer of the above telephone numbers to Buyer's name.

(f) All of Seller's right, title and interest in and to the KozaK Auto Dry Wash, Inc. website, domain name and the URL www.kozak.com.

(g) All of Seller's right, title and interest in and to any other trade names and trademarks used in and by Seller in connection with its products for automotive and similar uses, and the good will associated therewith, such as (but not limited to) "Jewel Brite," "Motorcycle KozaK," "Furniture Facial," and "KozaK Glass Master Formula."

(h) The assets purchased include, with respect to the product lines purchased, the Seller's knowledge of formulae, sources of supply and components, processes of mixing, compounding, manufacture and the like, and any special techniques used in connection therewith.

(i) The right of Buyer to inspect and observe, at Buyer's expense, any manufacturing process in use in connection with any of the aforesaid products and assets, to make notes and to video record any such processes and methods from time to time as Buyer might request; and to approach and discuss any such methods, processes, and knowledge with any of Seller's personnel. The right of Buyer to copy, as Buyer may desire, the equipment used by Seller in the process of manufacture, assembly, mixing or compounding any of the products marketed and sold by Seller; and Seller will give Buyer the specifications of such equipment, and permit Buyer to observe such equipment in operation, to make notes and to video record any such processes and equipment in operation, and to interview persons engaged in such processes. Seller will assist Buyer in arranging such observations, interviews and inspections at mutually agreeable times.

(j) Seller's documentation (or authenticated, legible and usable copies thereof) of any of its rights in any of the Assets, including any registrations, third party agreements, settlements and permissions.

2. Purchase Price: The total purchase price is payable as follows:

(a) in cash or other immediately available good U.S. funds on the execution of this Agreement;

(b) All purchase price monies paid hereunder shall be delivered to and held in escrow by Seller's attorneys, Dibble, Miller & Burger, P.C., and shall be disbursed

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by Dibble, Miller & Burger, P.C. on behalf of Seller in payment or satisfaction of all New York State and all Federal tax claims and all outstanding liens, judgments or encumbrances preventing the sale of the Assets;

(c) The balance of the purchase price monies shall be paid over to the Seller by Dibble, Miller & Burger, P.C. upon the happening of all of the following:

- (i) Seller has received the NYS DTF Release in response to the AU-196.10;
- (ii) Seller has received NYS DTF release of lien for \$8,782.35, and any other amounts due as a result of any NYS DTF liens;
- (iii) Seller has received IRS release of lien for \$66,186.17, and any other amounts due as a result of any IRS liens;;
- (iv) Seller has received a UCC, judgment and lien search showing no judgments, liens, or encumbrances preventing the sale of the Assets. In the event the search discloses judgments, liens, or encumbrances preventing the sale of the Assets, the money in escrow shall have been applied by Dibble, Miller & Burger, P.C. on behalf of Seller to the total amount of such judgments, liens, and encumbrances disclosed by the search.



3. **Possession:** Buyer shall have possession of the Assets on the day of Closing.

4. **Closing:** Closing shall take place at a location to be agreed between Buyer and Seller, on or before January 31, 2006.

5. **No Assumption of Liabilities:** Buyer does not assume liability for any obligation of the Seller.

6. **Warranties by Seller:** Seller represents and warrants that:

- (a) Seller has good and marketable title, free and clear of all liens and encumbrances, to all of the Assets being sold hereunder, and will forever warrant such to Buyer.
- (b) There are no agreements, restrictions, instruments or arrangements currently in effect which may in any way affect the Assets or Seller's ability to assign or transfer the same pursuant to the terms of this Agreement.

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(c) There are no existing restrictions or limitations that would prevent Buyer from enjoying the assets free from any interruption or disturbance, if purchased pursuant to the terms of this Agreement.

(d) There are no pending, threatened or contemplated insolvency proceedings of any character involving the Seller.

(e) All facts known to the Seller that would materially adversely affect the value of, or ability to sell the assets, have been disclosed to the Buyer.

(f) There are no pending or threatened claims that any of Seller's practices or products constitute an infringement on the rights of any other party or parties.

(g) Seller has complied with all applicable corporate requirements necessary to perform seller's obligation under this Agreement.

7. Applicable Laws. The validity, construction, interpretation, effect and enforceability of this Agreement shall be governed by the laws of the State of New York. Any dispute arising out of or connected with this Agreement shall be first mediated by a qualified mediator.

8. Dispute Resolution. Any dispute, claim, or question arising under or with respect to this Agreement that cannot be resolved by negotiation or mediation between NewCo and Summit in a two-week period (or such other time agreed to by both parties) will be resolved by arbitration, in Monroe County in the State of New York, where this Agreement is executed.

The decision of said arbitrators shall be in writing and made by the majority vote of the arbitrators, if there shall be more than one. The decision rendered by the arbitrators will be final and binding, and judgment may be entered upon it in any court having jurisdiction thereof, and it will not be subject to modification or appeal.

The reasonable cost of such arbitration proceeding shall be equally shared by the Parties involved in the arbitration, unless the arbitrators decide that the demand for arbitration was spurious and/or without merit, in which case the costs of the arbitration shall be paid by the Party requiring the arbitration.

The procedure for arbitration shall be in accordance with the rules and regulations determined by the arbitrators to be fair and equitable, to the extent such rules and regulations are not inconsistent with the terms of this Agreement or this provision.

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The provisions for arbitration contained in this Agreement shall not be a bar to injunctive and other equitable relief in the courts for any breach or threatened breach of this Agreement, and as the courts may otherwise determine.



The Party desiring arbitration shall appoint a person as arbitrator in its behalf and shall give written notice thereof to the Party the subject of the dispute, claim or question which Party shall, within fifteen (15) days thereafter, appoint a second person as arbitrator in its behalf and give written notice thereof within said fifteen (15) days to the Party desiring arbitration. Failure of the said Party the subject of the dispute, claim or question to appoint said second person as arbitrator in its behalf or failure of said Party to give written notice thereof within said fifteen (15) days to the Party desiring arbitration shall operate as a default and judgment upon said default may be entered in any court having jurisdiction thereof unless (1) good cause be shown why said Party the subject of the dispute, claim or question failed to comply with the requirements of this provision, (2) the Party desiring arbitration was not prejudiced by such failure and delay, and (3) said Party the subject of the dispute, claim or question provides an affidavit of the merits setting forth facts that if true would sustain such Parties position with respect to the dispute, claim, or question.

The arbitrators then appointed shall, as promptly as possible, and, in any event, within a period of fifteen (15) days from the appointment of the last arbitrator including any extensions thereof mutually agreed upon by the arbitrators, determine the matters that are the subject of the arbitration.

If the arbitrators thus appointed shall fail to determine such matters, then, within such fifteen (15) day period including any extensions thereof mutually agreed upon by the arbitrators, said arbitrators shall appoint a third person who shall, as promptly as possible within fifteen (15) days of said appointment including any extensions thereof unanimously agreed upon by all said arbitrators, determine with the other appointed arbitrators the matter which is the subject of the arbitration. The determination of the arbitrators shall be by majority vote. In the event that the two arbitrators fail to appoint a third arbitrator, the third arbitrator shall be appointed by any court of original jurisdiction upon application of either Party or by the mutual agreement of the attorneys for the Parties.

Each arbitrator shall be indemnified and held harmless, by the Party appointing such arbitrator, from all suits, claims, demands, judgments and damages, including all costs and expenses associated therewith and the cost of the defense thereof, for any acts or decisions of said arbitrator emanating or resulting, directly or indirectly, from said appointment and the arbitrator, if any, appointed by the first two arbitrators shall be in a like manner jointly and severally indemnified and held harmless by the Parties that appointed the arbitrators that appointed the third arbitrator.

9. Venue. Any dispute arising out of or connected with this Agreement, and which is not resolved by mediation or arbitration, shall be determined solely by the courts in Monroe County, New York State, and the parties hereby irrevocably agree and consent to the jurisdiction and venue of such courts.

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10. **Captions.** The Captions contained in this Agreement are inserted for convenience and identification only and are not intended to, and do not, describe, interpret, extend, define or limit the scope, extent or intent of any party or of this Agreement or any provision hereof.

11. **Counterparts.** This Agreement may be executed in one or more counterparts, any one of which need not contain the signature of more than one party and all of which taken together shall constitute one and the same Agreement. This Agreement shall become effective when fully executed and delivered by all parties hereto, whether in one or more counterparts.

12. **No Drafting Presumption.** In any construction to be made of this Agreement, the same shall not be construed against any party.

13. **Entire Agreement.** This Agreement contains and states the entire Agreement of the parties hereto. All prior understandings and agreements between the parties hereto, if any, are merged into and with this Agreement, which fully, completely and accurately states and expresses their entire understanding and agreement with regard to the subject matter hereof. Any modifications, supplements, amendments or terminations must be in writing and signed by all the parties to this Agreement.

14. **Further Documents.** The parties will execute and deliver to the appropriate party such further instruments and do such further acts and things as may be required to carry out the terms, provisions, conditions, business, intent and purpose of this Agreement. Seller will assist Buyer with any further registrations filings at the state or federal level, at Buyer's expense, to secure the rights in any trade marks or names or other intangible property, as Buyer may request from time to time.

15. **No Inducement.** Each party hereto acknowledges that, except as expressly set forth herein, no representations or promises, whether express, implied or otherwise, of any kind, nature or description whatsoever have been made to such party, as an inducement to enter into this Agreement or otherwise, by the other party or any director, officer, shareholder, employee, agent or attorney of the other party and that no conditions exist as to the legal effectiveness of this Agreement.

16. **Notice.** All notices and demands of any kind which a party may be required or desires to serve upon another party under the terms of this Agreement shall be in writing and shall be served by personal delivery or by certified mail. If made by personal delivery, service shall be deemed complete upon such delivery. If made by certified mail, service shall be deemed complete upon deposit of a properly stamped and addressed letter in the U.S. mail. The addresses to which notices and demands shall be delivered are as set forth in this Agreement. These addresses may be changed from time to time upon notice.

17. **Successors and Assigns.** This Agreement shall be binding on the successors and assigns of the parties. If there is for any reason a transfer or assignment, the transferor or assignor will remain liable

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for the performance of all of such transferor's or assignor's duties and obligations under this Agreement regardless of whether those duties or obligations arose before or arise after such transfer or assignment.

18. Survival of Representations and Warranties. The representations and warranties contained herein shall survive the execution and delivery of this Agreement.

19. Authority; Validity of Agreement. Each party executing this Agreement for himself or herself and/or on behalf of any party for which he or she is executing, represents and warrants that he or she has received all necessary power and authority to do so. The parties covenant and warrant that this Agreement is a valid and enforceable obligation of each of the parties in accordance with the terms hereof, subject only to the applicable bankruptcy moratorium, and other laws generally affecting the rights and remedies of creditors.

20. Seller's Authority to Use Assets Following Closing. By separate Agreement, the parties have agreed that Buyer has engaged Seller to manufacture certain products having the name or names of the Assets. The parties have also agreed that Seller may continue to sell such products to certain of Seller's customers for an agreed period of time. Except as so agreed, Seller will not engage in the manufacture or sale of products under the names sold to Buyer pursuant to this Agreement.

IN WITNESS WHEREOF, the parties hereto have freely and voluntarily, and without reservation of any kind, caused this Agreement to be executed and delivered effective as of, although not necessarily on, the last date on which a party hereto executes this Agreement.

Dated as of the 23rd day of January, 2006

SELLER:

BUYER:

KozaK Auto Dry Wash, Inc.

Summit Industries, Inc.

Edward P. Harding
By:
Edward Harding, as President

Michael Franchot
By:
Michael Franchot, as President

Assets Purchase Agreement

Exhibit A
Schedule 1.1(f)

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Included Assets: Trademarks and Names

Trademarks attached:

KozaK (234257)

KozaK (1325351)

KozaK (Australia)

KozaK (Canada)

Dry Wash

Representation of Camel