

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
------------------	----------------

NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
-----------------------	--

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Advantus Corp.		12/10/2007	CORPORATION: FLORIDA

RECEIVING PARTY DATA

Name:	Enviro Products Limited
Street Address:	3 Boyne Park
City:	Tunbridge Wells, Kent
State/Country:	UNITED KINGDOM
Postal Code:	TN4 8EN
Entity Type:	CORPORATION: UNITED KINGDOM

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2523525	E-CLOTH

CORRESPONDENCE DATA

Fax Number: (904)482-0099  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 904-421-1056  
 Email: kmetzger@advantus.com  
 Correspondent Name: Keith Metzger  
 Address Line 1: 12276 San Jose Blvd.  
 Address Line 2: Building 618  
 Address Line 4: Jacksonville, FLORIDA 32223

ATTORNEY DOCKET NUMBER:	E-CLOTH TRANSFER
-------------------------	------------------

DOMESTIC REPRESENTATIVE

Name:  
 Address Line 1:  
 Address Line 2:

OP \$40.00 2523525

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Keith Metzger

Signature:

/Keith Metzger/

Date:

01/29/2008

Total Attachments: 6

source=ecloth tm transfer agreement#page1.tif

source=ecloth tm transfer agreement#page2.tif

source=ecloth tm transfer agreement#page3.tif

source=ecloth tm transfer agreement#page4.tif

source=ecloth tm transfer agreement#page5.tif

source=ecloth tm transfer agreement#page6.tif

DATED 10th December 2007

- (1) ADVANTUS, CORP.
- (2) ENVIRO PRODUCTS LIMITED

**TRADE MARK AGREEMENT**

**LG**

1 of 6  
*[Handwritten signature]*

**CONTENTS**

<b>Clause</b>		<b>Page</b>
1.	Definitions and Interpretation	1
2.	Assignment	1
3.	Warranties	2
4.	Seller's Undertaking	2
5.	Further Assurance	2
6.	Entire Agreement	3
7.	Severability	3
8.	Waiver	3
9.	Variation	3
10.	Governing Law and Jurisdiction	3
<b>SCHEDULE</b>		<b>1</b>
<b>Part I - Registered Trade Mark</b>		<b>1</b>

2006  
*[Handwritten signature]*

**THIS AGREEMENT** is made on  
**BETWEEN:**

2007

- (1) **ADVANTUS, CORP.** a company organised under the laws of the state of Florida, USA, with its principal place of business 12276 San Jose Blvd, Suite 618, Jacksonville, FL 32223, USA (the "Seller"); and
- (2) **ENVIRO PRODUCTS LIMITED** incorporated and registered in England and Wales with company number 3111707 whose registered office is at 3 Boyne Park, Tunbridge Wells, Kent, TN4 8EN, UK (the "Buyer").

**RECITALS:**

- (A) The Seller is the sole legal and beneficial owner of the Mark and the Copyright in, to and in respect of the Mark.
- (B) In consideration of a sum payable on 1 July 2008 the Seller has agreed to transfer as of the date hereof the Mark and the benefit of all of the rights, title and interest in, to and in respect of the Mark and the Copyright in, to and in respect of the Mark to the Buyer upon the terms and conditions of this agreement.

**IT IS AGREED** as follows:

**1. DEFINITIONS AND INTERPRETATION**

In this agreement and the schedule the following words and expressions shall, unless the context requires otherwise, have the following meanings:

- "Copyright" all and/or any copyrights and all other similar or equivalent industrial, intellectual or commercial rights or property subsisting under the laws of each and every jurisdiction throughout the world;
- "Mark" the trade mark of which the Seller is the registered proprietor, short particulars of which are set out in part 1 of the schedule;
- "Territory" the United States of America.

**2. ASSIGNMENT**

**2.1** In consideration of the sum of USD\$37,000.00 payable by the Buyer to the Seller on 1 July 2008, the Seller hereby assigns with full title guarantee to the Buyer to hold absolutely:

- 2.1.1** the Mark and all of the legal and beneficial rights, title and interests in, to and in respect of the Mark and the Copyright in, to and in respect of the Mark, including but not limited to all statutory and common law rights, powers, benefits and actions attaching thereto, including the right to sue for past infringements and to retain any damages obtained as a result of such action; and
- 2.1.2** all right, title and interest in, to and in respect of such domain names (if any) as are registered in the name of the Seller and which consist of or include the Mark.

**2.2** The Seller confirms that this assignment is made with the goodwill attached to the Mark and that such goodwill is free from any liens, charges, options, mortgages, security interests and encumbrances whatsoever.

**2.3** Notwithstanding the above provisions, the parties agree and acknowledge that the Seller shall retain the personal and non-transferable right to use the Mark in connection with its office supply business until 1 January 2008.

**TRADEMARK**

**REEL: 003705 FRAME: 0721**

whereupon all of the Seller's rights in connection with the Mark shall terminate.

**3. WARRANTIES**

3.1 The Seller hereby warrants to the Buyer that:

3.1.1 the Seller is the sole legal and beneficial owner of the Mark and the Copyright in, to and in respect of the Mark free from any liens, charges, options, mortgages, security interests and encumbrances whatsoever;

3.1.2 all renewal fees due have been paid for the Mark and the Seller has not used the Mark in any way prejudicial to their registration or which would cause their registration to be revoked, invalidated or otherwise adversely affected;

3.1.3 the Seller does not own any trade mark or use any business name which is the same, comprises of, or is confusingly similar to the Mark;

3.1.4 the Seller has not licensed, nor given permission to any third party to use or benefit from the Mark or the Copyright in, to or in respect of the Mark in any way, nor assigned, transferred or otherwise dealt with any rights in, to or in respect of the Mark or the Copyright in, to or in respect of the Mark, nor is the Seller under any obligation to do any of the foregoing;

3.1.5 the Seller is not aware of any use by any third party of the Mark or any marks similar in connection with any goods or services, nor has the Seller received notice from any third party which disputes the Seller's right to use the Mark or the Copyright in, to or in respect of the Mark;

3.1.6 the Mark is an original work and has not been copied wholly or substantially from any other work or material, and the exercise by the Buyer of the rights assigned to it will not infringe the rights of any third party;

3.1.7 there are no actions or proceedings of any nature which are pending, threatened or in existence in respect of the Mark or the Copyright in, to or in respect of the Mark; and

3.1.8 the Seller has full power and authority to enter into this agreement and to give the warranties and indemnities contained in it.

**4. SELLER'S UNDERTAKING**

The Seller hereby undertakes not use, register or apply for any other trade mark, of, service mark or business name in any country which is the same, comprises includes or is confusingly similar to the Mark.

**5. FURTHER ASSURANCE**

The Seller hereby undertakes at its own cost to promptly execute and deliver to the Buyer or do as appropriate all and any such other documents, assurances, acts and things at the request of the Buyer which the Buyer deems to be necessary or desirable to fulfil the provisions of this agreement and to carry into effect the intentions of the parties as expressed herein, and the Seller shall at the request of the Buyer join with the Buyer in any action, claim or other proceedings relating to the Mark and/or the Copyright in, to or in respect of any of the Mark and the Buyer's title thereto.

4 of 6  
*[Handwritten signature]*

Page 3

6. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the parties with respect to its subject matter. It supersedes all previous agreements and understandings between the parties and each party acknowledges that, in entering into this agreement, it does not do so on the basis of or in reliance upon any representations, promises, undertakings, warranties or other statements (whether written or oral) of any nature whatsoever (save as to fraud) except as expressly provided in this agreement.

7. SEVERABILITY

If at any time any provision of this agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair the legality, validity or enforceability in that jurisdiction of any other provision of this agreement.

8. WAIVER

No delay, omission or forbearance by either party hereunder to exercise or enforce any right, power or remedy arising under or in connection with this agreement shall operate as a waiver of that or any other right, power or remedy, and any single or partial exercise or enforcement thereof shall not preclude any other or further exercise or enforcement thereof or the exercise or enforcement of any right, power or other remedy.

9. VARIATION

This agreement may not be released, discharged, supplemented, amended, varied or modified except by an instrument in writing signed by a duly authorised representative of each of the parties hereto.

10. GOVERNING LAW AND JURISDICTION

This agreement is governed by and shall be construed in accordance with English law and the parties hereto submit to the exclusive jurisdiction of the English courts in respect of any dispute arising from this agreement or its subject matter.

AS WITNESS the hands of the parties on the day and the year first stated above.

Signed for and on behalf of  
ADVANTUS, CORP. by its  
duly authorised representative

*Charles Frohman* 12/11/07  
.....  
Director  
Print  
name *Charles Frohman*  
.....

Signed for and on behalf of  
ENVIRO PRODUCTS LIMITED by its  
duly authorised representative

*I. Fiennes*  
.....  
Director  
Print  
name *G.I. FIENNES*  
.....

*5 of 6*  
*[Signature]*

**SCHEDULE****Mark**

Mark	Goods and Services	Serial Number	Registration Number	Dates
E-cloth	IC 021. US 002 013 023 029 030 033 040 050.  G & S: Non- scratching, micro- fibre material for cleaning electronics.	76072441	2523525	Filing Date June 16, 2000  Registration Date December 25, 2001

60f6  
