

05-09-2007



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To the Director of the U.S. Patent and Trademark Office

Documents or the new address(es) below.

1. Name of conveying party(ies)

Bobby L. Hawkins

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) 6/6/2006

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☒ Other Asset Purchase Agreement

2. Name and address of receiving party(ies)

Name: Universal Trash Solutions, Inc.

Internal Address: _____

Street Address: 700 N.W. 57th Place

City: Fort Lauderdale

State: FL

Country: USA Zip: 33309

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application or patent number(s):

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

6,701,832 B1

Additional numbers attached? ☐ Yes ☒ No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Scott D. Smiley

Internal Address: Mayback & Hoffman, P.A.

Street Address: 5722 S. Flamingo Road #232

City: Fort Lauderdale

State: FL Zip: 33330

Phone Number: 954.704.1599

Fax Number: 954.704.1588

Email Address: scott@mayback.com

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00

- ☒ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☐ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers 2003
Expiration Date 03/08

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:

Scott D. Smiley

Signature

5/4/07

Date

05/08 2007 DBYRNE 00000258 6701832

01 FC 8021

40.00 Scott D. Smiley

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 8

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (the "Agreement") is entered into on June 6, 2006, by and between Bobby L. Hawkins, an individual and resident of Greenville County, S.C., ("BLH"), and UNIVERSAL TRASH SOLUTIONS, INC., a Florida corporation ("UTS"). BLH and UTS are referred to collectively herein as the "Parties". This Agreement is deemed by the Parties to be effective as of June 6, 2006.

The Agreement contemplates a transaction in which UTS will purchase certain assets and assume certain manufacturer responsibilities of BLH in return for the Purchase Price (defined below).

Now, therefore, in consideration of the premises and the mutual promises herein made. And in consideration of the representation, warranties and covenants herein contained, the Parties agree as follows:

1. Definitions.

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approx. 98
- a. "Acquired Assets" means the patents for trash receptacles for use in public areas, bearing #6,701,832 BI dated 03/09/04 and #5,690,025 dated 11/25/97, its trade name "Hawkpak", and all of its 100 trash receptacle units, certain inventory/parts assets located in Greenville County, S.C., including any outstanding contracts, books, records, ledgers, files, documents, correspondence, lists, drawings and specifications, creative materials, advertising and promotional materials, studies, reports, and other printed or written materials pertinent to the trash receptacles. (As identified in Schedule A, attached hereto.)
- b. "Required Insurance" Means UTS shall provide written proof of insurance sufficient to assume the responsibility for the manufacturer's warranty applicable to the units previously sold until such warranty expires. [Note: With this agreement Seller is authorizing UTS to deliver a 51 unit pre-existing order with its current customer - Atlanta Airport. With respect to the 51 units, Seller will allow a 60 day period for UTS to create the infrastructure to take over the normal warranty and manufacturer servicing activities for the this order.]

2. Basic Transaction:

- 2.1 Purchase and Sale of Assets. Subject to the terms and conditions of this Agreement, UTS agrees to purchase from BLH, and BLH agrees to sell, transfer and convey the Acquired Assets to UTS at Closing for the consideration described in Section 2.2.
- 2.2 Purchase Price; Amount, Form and Payment. The amount of the Purchase Price shall be \$250,000.00. This price is to be paid in two parts, at signing, UTS agrees to pay to BLH \$100,000.00, (One Hundred Thousand United States Dollars) and the remaining balance of the Purchase Price, \$150,000.00, (One Hundred Fifty Thousand United States Dollars) is to be paid within one year from the date of execution of this agreement. It is agreed that no interest will be paid during the first year, however, if any balance remains after the first year, simple interest on the unpaid principal balance shall bear an interest rate of 8% per annum until all principal and interest is paid in full. The full rights to the patents will not be assigned by BLH to UTS until the entire sales price, plus any
- as units are sold or*

applicable interest, if any, is paid in full. Until the patents are assigned, UTS shall have a license to use the patent rights in the manufacture of trash receptacle units without charge other than the royalty required by 2.6 herein.

2.3 Conflict with Other Agreements, Consents and Approvals. With respect to (i) any applicable law, statute, rule or regulation, (ii) any contract to which BLH is a party or may be bound, or (iii) any judgment, order, injunction, decree or ruling of any court or governmental authority to which BLH is a party or subject, the execution and delivery by BLH of this Agreement and any other agreement to be executed and delivered by BLH in connection herewith and the consummation of the transactions contemplated hereby will not (a) result in any violation, conflict or default, or give to others any interest or rights, including rights of termination, cancellation or acceleration, (b) require any authorization, consent, approval, exemption or other action by any court or administrative or governmental body which has not been obtained, or any notice to or filing with any court or administrative or governmental body which has not been given or done, or (c) require the consent of any third party.

2.4 Title to Assets. BLH holds good and marketable title to the Acquired Assets, free and clear of restrictions on or conditions to transfer or assignment, and free and clear of liens, pledges, charges or encumbrances.

2.5 Intellectual Property Rights.

2.5.1. BLH owns, possesses or has the right to use all intellectual property rights necessary or required to manufacture and sell the Acquired Assets being sold by BLH;

2.5.2. No royalties or other amounts are payable by BLH to other persons by reason of the ownership or the use of the any intellectual property owned or used by BLH;

2.5.3. (i) to the best knowledge of BLH, no product or service related to Acquired Assets being sold by BLH violates any license or infringes upon any intellectual property rights of others, (ii) BLH has not received any notice that any such product or service conflicts with any intellectual property rights of others, and (iii) to the best knowledge of BLH, there is no reasonable basis to believe that any such violation, infringement or conflict may exist;

2.5.4. BLH is not a party to, or subject to, any contract which currently requires, or upon the passage of time or occurrence of an event or contingency (whether of default or otherwise) will require, the conveyance or disclosure of secret processes or formulae related to, any intellectual property of BLH included within or used by the Acquired Assets being sold by BLH;

2.5.5. BLH has obtained and delivered to UTS all consents and approvals of third parties necessary to duly transfer to UTS all of BLH's rights, title and interest in and to all of its intellectual property included among the Acquired Assets.

- 2.6 **Royalty.** It is agreed by all parties that UTS will pay BLH the sum of \$25.00, (Twenty-five United States Dollars) per unit as a royalty for all trash receptacles sold that relate to the referenced patents described in Section 1(a) and for trash receptacles sold that use the trade name "Hawkpak". This royalty is excluded from any units purchased at closing and/or referenced in Exhibit(s) attached hereto.
- 2.7 **Closing.** The closing of the transaction contemplated in this Agreement (the "Closing") shall take place at the offices of BLH located in Greenville County, S.C., on May 23, 2006, or such other date the Parties may determine (the "Closing Date").
- 2.8 **Deliveries at Closing.** At Closing, (i) BLH shall execute and deliver to UTS the Assignment and Bill of Sale and the Assignment of Contract(s), and (ii) UTS shall execute and deliver to BLH the consideration in the form of \$100,000.00. In turn BLH will provide all assets referenced in Section 1(a). It is also understood by all parties that there will be a certain amount of training with respect to assembly procedures and basic manufacturing that will be required. It is the intent of this agreement to establish a relationship with the management of both parties and their respective personnel to accomplish this process. It is further understood that any time or travel expenses attributable to this training process would be born by UTS at an agreed rate.

3. Miscellaneous.

- 3.1 **Public Announcements.** No Party shall issue any press release or make public announcements relating to the subject matter of this Agreement prior to the Closing without the prior written approval of the other Party.
- 3.2 **No Third-Party Beneficiaries.** This Agreement shall not confer any rights or remedies upon any person other than the Parties and their respective successors and permitted assigns.
- 3.3 **Entire Agreement.** This Agreement (including the documents referred to herein) constitutes the entire agreement between the Parties and supercedes any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they related in any way to the subject matter hereof.
- 3.4 **Succession and Assignment.** This Agreement shall be binding upon and inure to the benefit of the Parties named herein and their respective successors and permitted assigns. No Party may assign either this Agreement or any of its rights, interests, or obligations hereunder without the prior written approval of the other Party.
- 3.5 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.
- 3.6 **Governing Law.** This Agreement shall be governed by and construed in accordance with the domestic laws of the State of South Carolina without giving effect to any choice or conflict of law provision or rule (whether of the State of

South Carolina or Florida jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of South Carolina.

- 3.7 Amendments. No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by UTS and BLH.
- 3.8 Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first above written.

BOBBY L. HAWKINS, an individual

By: 

Bobby L. Hawkins, an Individual

Witness: 

UNIVERSAL TRASH SOLUTIONS, INC.

By: 

Scott Frybarger, President

Witness: 

SCHEDULE A
ACQUIRED ASSETS

SCHEDULE B

DESCRIPTION OF UNITS AND w/NAMED INSURANCE