

MKS 3-15-99

03-23-1999

Form PTO-1594

RECORDATION
TRADEMARK

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



100990182

copy thereof.

To the Honorable Commissioner of Patents and Trademarks: f

1. Name of conveying party(ies):

Green Releaf Consumer Products, Ltd.
and Nancy Powers

Individual(s) Association
 General Partnership Limited Partnership
 Corporation
 Other _____

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

3. Nature of conveyance:

Assignment Merger
 Purchase Agreement and Mutual Release
 Other _____

Execution Date: February 2, 1999

2. Name and address of receiving party(ies):

Name: Green Releaf Biotech, Inc.
Internal Address: Suite 201
Street Address: 2100 Corporate Square Blvd.
City: Jacksonville State: FL ZIP: 32216

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Florida
 Other _____

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

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)
75/373,615

B. Trademark Registration No.(s)
2,202,923
2,123,566
2,125,419

Additional numbers attached Yes No

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

Name: Peter T. Wakiyama
Internal Address: Wolf, Block, Schorr
and Solis-Cohen LLP
Street Address: 111 South 15th Street
City: Philadelphia State: PA ZIP: 19102

6. Total number of applications and registrations involved:..... 4

7. Total fee (37 CFR 3.41).....\$ 115.00

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

03/23/1999 DMGUYEN 0000013A 2202923
01 FC:481 40.00 OP
02 FC:482 75.00 OP

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Peter T. Wakiyama _____
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 6

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 1872 FRAME: 0923

my
revised

PURCHASE AGREEMENT AND MUTUAL RELEASE

This Purchase Agreement and Mutual Release ("Agreement") is entered into and is effective this 2 day of February, 1999, by and between Green Releaf Biotech, Inc. (successor by name change to The Selvig Corporation), a Florida corporation ("Biotech"), whose principal place of business is at 2100 Corporate Square Boulevard, Suite 201, Jacksonville, Florida 32216, and Green Releaf Consumer Products, Ltd., a Florida limited partnership ("Green Releaf") whose principal place of business is at 1301 Riverplace Boulevard, Suite 1904, Jacksonville, Florida 32207, and Nancy Powers ("Powers") an individual. Biotech, Green Releaf, and Powers are referred to collectively as the Parties.

RECITALS

WHEREAS, Biotech and Green Releaf executed a Licensing Agreement dated January 2, 1996 (the "Licensing Agreement"), whereby Biotech sublicensed the right for the sale, promotion, marketing and distribution of certain Biotech products and Green Releaf agreed to act as the exclusive third party agent of Biotech for the sale, promotion, marketing, and distribution of such Biotech products;

WHEREAS, Biotech and Sybron Chemicals, Inc. intend to execute an Asset Purchase Agreement (the "Sales Agreement"), whereby Biotech has agreed to sell Sybron substantially all of the rights and assets of Biotech as more particularly described in the Sales Agreement;

WHEREAS, to facilitate the full performance of the Sales Agreement, Biotech desires to purchase and otherwise to revoke, cancel, void and vitiate the rights, benefits, burdens and obligations granted or imposed pursuant to the Licensing Agreement.

WHEREAS, Green Releaf and Powers have agreed to the purchase, revocation, cancellation, voidance, and surrender of any and all rights, benefits, burdens, and obligations imposed or granted pursuant to the Licensing Agreement or through any other agreement relating to the sale, promotion, marketing, and distribution of any Biotech product in exchange for a one-time payment as set forth below.

NOW THEREFORE, in consideration of the mutual rights and obligations created by this Agreement, and other good and valuable consideration, the receipt of which is hereby acknowledged by all Parties, the Parties agree as follows:

A. REVOCATION OF LICENSING AGREEMENT

- 1. All rights of Green Releaf and Powers pursuant to the Licensing Agreement are hereby sold to Biotech and the Licensing Agreement is hereby revoked, cancelled, terminated and shall be of no further force or effect. Green Releaf, Powers, and their respective officers, directors, shareholders, agents, successors or assigns shall no longer have any right or ability to sell, promote, market, or distribute any Biotech product, nor shall they be entitled to act as an exclusive or non-exclusive third party agent of Biotech. Biotech has no further obligations

to Green Releaf or Powers under Licensing Agreement or otherwise, except as set forth herein.

B. PAYMENT TO GREEN RELEAF:

In exchange for Green Releaf's sale and surrender of any and all rights to acquire and/or distribute Biotech's product, whether pursuant to the Licensing Agreement or otherwise, as well as the execution of this Agreement, Biotech will pay to Green Releaf the sum of \$250,000.00 (the "Payment") within three (3) business days of the successful closing of the Sales Agreement. If the Sales Agreement does not close for any reason, Biotech shall not have any obligation to make the Payment.

C. GENERAL RELEASE

1. Green Releaf and Powers Release of Biotech. Except as provided in Section F.4 below Green Releaf and Powers hereby remise, release, satisfy, covenant not to sue, and forever discharge Biotech, its officers, partners, shareholders, associates, attorneys, employees, agents, successors and assigns of and from all, and from any manner of action and actions, cause and cause of actions (including negligence), suits, debts, reckonings, controversies, claims, damages, judgments, executions, and demands whatsoever, in law and in equity, known or unknown, from the beginning of the world to the effective date of this Settlement Agreement. Biotech, Green Releaf and Powers intend and agree that this Release applies to any and all claims, whether they were asserted or unasserted, whether they were included or not included, of any nature whatsoever which have arisen in whole or in part on or before the effective date of this Settlement Agreement.
2. Biotech Release of Green Releaf and Powers. Biotech hereby remises, releases, satisfies, covenants not to sue, and forever discharges Green Releaf, its officers, partners, shareholders, associates, attorneys, employees, agents, successors and assigns and Powers of and from all, and from any manner of action and actions, cause and cause of actions (including negligence), suits, debts, reckonings, controversies, claims, damages, judgments, executions, and demands whatsoever, in law and in equity, known or unknown, from the beginning of the world to the effective date of this Settlement Agreements. Biotech, Green Releaf, and Powers intend and agree that this Release applies to any and all claims, whether they were asserted or unasserted, whether they were included or not included, of any nature whatsoever which have arisen in whole or in part on or before the effective date of this Settlement Agreement.

D. ASSIGNMENT OF TRADEMARKS

Green Releaf and Powers hereby sell and assign to Biotech any and all right, title and interest in and to all trademarks, trade names and trade dress, including applications and registrations therefor, used in connection with Green Releaf's sale of Biotech products,

together with the goodwill of the business symbolized by said trademarks, trade names and trade dress, and applications and registrations therefor, including but not limited to the following:

REGISTERED MARKS

No.	Trademark	Registration No.	Date of Registration
1.	Green Releaf	1,726,831	October 27, 1997
2.	Powers	1,726,422	October 27, 1997
3.	Thatch-Less	2,202,923	November 10, 1998
4.	Metabooster	2,123,566	December 23, 1997
5.	Metaboosters	2,125,419	December 30, 1997

PENDING MARKS

No.	Trademark	Serial No.	Filing Date
1.	Green Releaf	75/373,615	October 15, 1997
2.	Leaf Design	75/373,615	October 15, 1997

Green Releaf and Powers hereby agree to sign such other documents and instruments of transfer and to give such further assurances as may be necessary or desirable to effect the transfer of such trademarks, trade names, and trade dress, and applications and registrations therefor, and to effectuate the intention of this paragraph D.

Nothing herein shall be deemed a representation or warranty by Green Releaf or Powers that it or she owns or has good title to such trademarks, tradenames and applications and registrations thereof.

E. CONDITION SUBSEQUENT

1. The tender of the Payment as set forth in paragraph B above is an express condition subsequent to the effectiveness and binding nature of the revocation of paragraph A above, the releases of paragraph C above, and the assignment of trademarks of paragraph D above. If the payment is not made to Green Releaf on or before February 28, 1999, this Agreement shall terminate and be of no force and effect.

F. MISCELLANEOUS PROVISIONS


1. **Further Assurances.** The Parties agree and covenant to execute such other and further documents as may be reasonably required by any Party to effectuate and perfect the purpose of this Settlement Agreement.
2. **Entire Agreement.** This Settlement Agreement represents the entire agreement between the Parties and supersedes prior negotiations, representations or

agreements. This Settlement Agreement may be amended only by written instrument signed by all Parties.

3. **Attorneys Fees.** In the event there is any dispute concerning the terms or performance of this Settlement Agreement, and if any of the Parties retain an attorney to represent them in such a dispute, the prevailing Party shall be entitled to recover, in addition to any other remedy to which such Party may be entitled, all of its costs and reasonable attorneys fees incurred in connection with the dispute irrespective of whether or not a lawsuit is actually commenced or prosecuted to conclusion, and including fees incurred in any appeal or bankruptcy if applicable.
4. **Governing Law.** This Agreement shall be governed by and construed and enforced in accordance with the laws and judicial decisions of the State of Florida, without regard to conflict of law principles thereunder.
5. **Payment of Invoices.** Nothing herein shall be construed to limit or modify the obligation of Biotech to pay Green Releaf invoice #618 (return of Plant Food) in the amount of \$495.12 and invoice #617 (return of Pest Releaf) in the amount of \$10,022.84, which invoices will be paid by Biotech on or before February 28, 1999.

EXECUTED AND AGREED TO as of the effective date stated above by the following:

GREEN RELEAF BIOTECH, INC.
a Florida corporation

By: 
Gary Dorsch, Its President


"BIOTECH"

GREEN RELEAF CONSUMER PRODUCTS,
LTD., a limited partnership

By GREEN RELEAF CONSUMER
PRODUCTS, INC., its General Partner

By: 
Nancy M. Powers, Its President

"GREEN RELEAF"

By: 
Nancy M. Powers, an individual