

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement and Mutual Release is made this 9th day of November, 2005 (the "Effective Date"), by and between Zymöl Enterprises, Inc., a Connecticut corporation located and doing business at 28 Madison Hollow, Killingworth, Connecticut, 06419 ("Zymöl Enterprises"), Anwander & Co. AG, a company organized under the laws of Switzerland located and doing business at SWISSÖL Haus, Tämperlistrasse 3, CH-8117 Fällanden, Switzerland ("Anwander"), and Jack Camarda, a resident of Connecticut residing at 130 Goodhill Road, Weston, Connecticut, 06883 and operating under the name "CSX Group LLC" ("Camarda") (collectively, the "Parties").

RECITALS

A. Zymöl Enterprises is engaged in the business of manufacturing and worldwide distribution of products for the exterior and interior surfaces of automobiles, sports utility vehicles, motorcycles, airplanes, bicycles, and marine vehicles under the registered trademark ZYMÖL® (the "ZYMÖL® Products").

B. Anwander is a former distributor of ZYMÖL® Products and is presently engaged in the manufacture and distribution of products for the exterior and interior surfaces of automobiles, sports utility vehicles and motorcycles under the designations SWISSOL and SWIZÖL (the "Anwander Products").

C. Camarda is the former Director of International Sales for Zymöl Enterprises, presently operating under the name "CSX Group, LLC" as the U.S. importer and distributor of Anwander Products.

D. Zymöl Enterprises filed a complaint on October 20, 2004, in the U.S. District Court for the District of Connecticut against Anwander and Camarda for trademark infringement, unfair competition, copyright infringement, misappropriation of trade secrets, and related claims arising out of the alleged use by Anwander of the ZYMÖL®, SWISSOL and SWIZÖL designations on products and marketing materials that did not originate from Zymöl Enterprises (the "Litigation").

E. Anwander and Camarda answered the complaint in the Litigation and generally denied any wrongdoing and, for purposes of this Agreement, continue to deny any wrongdoing.

F. The Parties desire and intend to settle and resolve all disputes between them on a worldwide basis, including, but not limited to, any and all claims or counter-claims that were or could have been made in the Litigation.

ARTICLES

NOW, THEREFORE, in settlement of this matter and in consideration of the Recitals and the mutual promises and representations stated herein, the parties have agreed as follows:

I. ANWANDER AND CAMARDA COVENANTS, REPRESENTATIONS AND WARRANTIES

A. Anwander and Camarda shall forever cease and refrain from using or authorizing others to use the ZYMÖL® name in any manner.

B. Anwander and Camarda shall immediately:

1. cease and forever refrain from using or authorizing others to use the SWIZÖL name in any manner, including as link on any Web site operated, controlled or authorized by Anwander or Camarda, except in connection with:

a) Anwander Products offered for sale, distributed, and sold exclusively and only in the countries of Germany, Austria, Switzerland and Lichtenstein (the “Territory”); and

b) product packaging, marketing materials, Web sites, advertisements, ordering forms, and related Anwander Product marketing and collateral materials that are written entirely and exclusively in the German, French or Italian languages and that are distributed and accessible only within the Territory;

2. advise Anwander employees, sales representatives, agents, distributors and retailers of the SWIZÖL product Territory limitations, as set forth in Section I.B.1.a), and instruct such persons that the SWIZÖL products must not be distributed outside the Territory;

3. ensure that Web site orders for the SWIZÖL products from outside the Territory or for shipment outside the Territory are rejected and potential purchasers are automatically referred to the Web site for products identified by the New Mark (defined below);

4. entertain complaints by Zymöl Enterprises involving any reasonable concerns it may have regarding compliance with the Territory restrictions of SWIZÖL products and promotions and address such concerns in good faith and in accordance with the principles set forth in Section IV, including the specifics of any alleged concerns;

5. modify and adopt a product identification system and SKU product classification system for its products that does not include (a) the letter “Z” or (b) numbers similar to those used by Zymöl Enterprises;

6. refrain from using or authorizing others to use the following fragrances in connection with any Anwander Products:

- a) cinnamon;
- b) banana;
- c) clove;
- d) honeydew melon;

- e) coco (chocolate); and
- f) pineapple;

7. refrain from using or authorizing others to use the following fragrances in or as part of any waxes or glaze products sold under the SWIZÖL or New Mark (defined below) designations:

- a) cinnamon;
- b) banana;
- c) almond;
- d) clove;
- e) honeydew melon;
- f) coconut;
- g) coco (chocolate);
- h) lemon;
- i) spearmint;
- j) pineapple; and

8. refrain from using or authorizing others to use the following visible ingredient colors in or as part of any waxes or glaze products sold under the SWIZÖL or New Mark (defined below) designations:

- a) blue;
- b) teal;
- c) red; and
- d) black.

C. Notwithstanding the limitations on the use of SWIZÖL in connection with the German, Italian and French languages, as set forth in Section I.B.1.b) above, Anwander and Camarda may use the English language on the front labels of Anwander Products solely as product names and product descriptors, and to identify the products as “Hand Made In Switzerland.”

D. Anwander and Camarda shall (a) immediately refrain from authorizing others to use the name SWISSOL worldwide and, (b) by no later than May 1, 2007 (the “Cessation Date”), forever refrain from using the name SWISSOL worldwide. To this end:

1. Anwander and Camarda shall immediately begin to transition to a new product name that does not include the elements “ZYM” or “OL” or “ÖL” (the “New Mark”).
2. The transition to the New Mark shall be made expeditiously and in good faith in order to ensure that no SWISSOL products or advertisements for SWISSOL products are publicly available or accessible as of the Cessation Date.
3. Anwander and Camarda shall notify Zymöl Enterprises of prospective options for the New Mark within four (4) months of the Effective Date and Zymöl

Enterprises shall promptly notify Anwander of any objections it may have to the New Mark, which shall not be unreasonable.

4. Anwander and Camarda shall notify Zymöl Enterprises of the New Mark selected within nine (9) months of the Effective Date.

E. By no later than the Cessation Date, Anwander and Camarda shall:

1. immediately and permanently cease any and all use of the name “SWISSOL” in all respects, including, but not limited to, use of the name in connection with any products, services, advertisements promotions, Web sites, domain names, building or company headquarters designations, or business names;

2. refrain from manufacturing for others any products that is labeled with the name “SWISSOL”;

3. refrain from authorizing any person or entity to use the “SWISSOL” name for any purpose;

4. immediately destroy or re-label any and all inventory and advertising bearing the “SWISSOL” name that is in the possession, custody or control of Anwander or any of its sales representatives, agents, distributors or retailers;

5. cease using the domain name swissol.com and all other domain names that incorporate or contain any iteration of the designation “swissol” (the “Domain Names”), but maintain the registrations of the Domain Names and not allow the Domain Names to be abandoned or registered or used by others; and

6. cancel all registrations, and withdraw all pending applications for registration, of the designation “SWISSOL,” alone or in combination with any other terms, in any country or territory.

F. Within 14 days of the Cessation Date, Anwander and Camarda shall certify in writing to Zymöl Enterprises:

1. the number of SWISSOL designated products and written materials in inventory as of the Cessation Date;

2. the destruction or relabeling of said products and written materials; and

3. compliance with all other terms of this Section I of the Agreement.

II. CAMARDA COVENANTS, REPRESENTATIONS AND WARRANTIES

Camarda represents and warrants that he shall forever refrain from:

1. providing to any person or entity any information relating to the business operations of Zymöl Enterprises, including, but not limited to, any business plans, financial records, or product development plans; and
2. making any false or misleading representations or statements about the nature of the relationship between the Parties.

III. RETURN OF DOCUMENTS

Within ten (10) business days of the Effective Date, Anwander and Camarda shall (A) deliver to Zymöl Enterprises, without retaining any copies thereof, all writings, documents and other materials in the possession, custody or control of Anwander and Camarda that were created by Zymöl Enterprises or originated from Zymöl Enterprises (the “Documents”) and (B) certify in writing that they have returned all such Documents and retained no copies, extracts, summaries, or portions thereof.

IV. COOPERATION

The Parties agree to fully cooperate with each other in connection with any action a party may take against any entity or individual that that party believes is responsible for wrongfully using the ZYMÖL®, SWISSOL, SWIZÖL or New Mark designations or distributing counterfeit products, including any current or former sales representatives, agents, distributors or retailers.

V. MUTUAL RELEASE

A. Anwander and Camarda hereby release and discharge Zymöl Enterprises and its officers, directors, shareholders, agents, employees, attorneys, successors, heirs and assigns, from any and all claims, demands, losses, expenses, damages, liabilities, actions and causes of action related to the Litigation, and waive any right to make any claim or bring any action or cause of action against Zymöl Enterprises related to the Litigation and for any losses, damages, expenses or costs which Anwander or Camarda may have suffered or incurred by reason of or resulting from Zymöl Enterprises past use of the designations ZYMÖL®, SWISSOL or SWIZÖL. Anwander and Camarda agree to bear the costs of complying with this Agreement, restricting the use of the SWIZÖL designation, transitioning to the New Mark, and abandoning use of the SWISSOL designation.

B. Subject to and conditioned on Anwander and Camarda fulfilling all of their obligations under this Agreement and the accuracy of their representations and warranties hereunder, Zymöl Enterprises hereby releases and discharges Anwander and Camarda and their officers, directors, shareholders, agents, employees, attorneys, successors, heirs and assigns, from any and all claims, demands, losses, expenses, damages, liabilities, actions and causes of action related to the Litigation, and waives any right to make any claim or bring any action or cause of action against Anwander or Camarda related to the Litigation and for any losses, damages, expenses or costs which Zymöl Enterprises may have suffered or incurred by reason of or resulting from Anwander’s or Camarda’s past use of the designations ZYMÖL®, SWISSOL or SWIZÖL.

C. This release does not cover or release any right of any party arising from, or as a result of, any claim which may be asserted against a party by a third party that mistakenly believes one of the parties is the source or origin of the other party's goods or services as a result of that party's use of the SWISSOL, SWIZÖL, ZYMÖL®, or New Mark designations, as set forth in Section VII.

VI. DISMISSAL OF THE LITIGATION

Within five (5) calendar days of the Effective Date the parties shall take all necessary steps to have the Litigation discontinued and dismissed with prejudice as to all Parties and as to all claims and counterclaims, EACH OF THE PARTIES TO BEAR ITS OWN COSTS AND ATTORNEYS' FEES. The District Court shall retain jurisdiction to resolve any disputes arising out of this Agreement.

VII. INDEMNIFICATION

A. Notwithstanding the Mutual Release provided in Section V, the Parties irrevocably and unconditionally agree to indemnify each other for any costs, losses or damages (including reasonable attorneys' fees) incurred by, or that may be incurred by, the other resulting from any claims by third parties who are creditors of an indemnifying party or, as a result of the indemnifying party's use of the ZYMÖL®, SWIZÖL, SWISSOL or New Mark designations, mistakenly believes the indemnified party is the source or origin of any goods or services sold by the indemnifying party. As of the Effective Date, no such claims are known to either party.

B. The party seeking indemnification will give the party from whom indemnification is sought prompt notice of any such claim, in accordance with Section IX.

VIII. GOVERNING LAW AND DISPUTE RESOLUTION

This Agreement shall be governed by and interpreted exclusively in accordance with the laws of the State of Connecticut, excluding its provisions regarding the conflicts of laws, and each of the parties hereto hereby submits to the exclusive personal jurisdiction of such courts and agrees that venue therein is convenient as the forum for any such action.

The Parties agree that service of process related to any legal proceeding in the U.S. courts may be effected in accordance with the Notice requirements of this Agreement and Anwander agrees to comply with any orders, decrees or judgments from such U.S. court(s), including judgment(s) by default, and waives any rights to challenge the validity or domestication in any country of such orders, decrees or judgments.

Anwander and Camarda shall be jointly and severally liable for any breach of this Agreement by either of them.

In the event of a default under this Agreement or other dispute related to this Agreement, the parties agree to the following dispute resolution provisions:

A. MEDIATION

Before the Parties resort to litigation to solve any dispute, the aggrieved party agrees to notify the other party in writing of the nature of the dispute, in accordance with the Notice provisions of Section IX of this Agreement. Within sixty (60) days of the Notice, the parties agree to hold a mandatory mediation at an agreeable location (or, if no such location is found agreeable, then in New York) before a mediator mutually selected by the Parties. Each side shall participate in the mediation in good faith, which shall be attended by authorized representatives of the Parties with the ability and authority to resolve the dispute. At the mediation, the Parties will present their dispute and enter into good faith negotiations in an attempt to resolve the dispute.

If the parties are unable within fifteen (15) days of Notice to identify a mediator agreeable to both parties, then the parties will proceed directly to arbitration (Section VIII.B, below).

If either parties believes that an emergency or other circumstances dictate an expedited proceeding, such as a need for temporary or preliminary injunctive relief, that party may submit the issues to either (1) to arbitration as provided in Section VIII.B, under the American Arbitration Association Optional Rules for Emergency Measures and Protection, or (2) the United States District Court for the District of Connecticut, or the Connecticut state courts located in Hartford, Connecticut (as subject matter jurisdiction warrants), for immediate equitable relief prior to the arbitral proceeding provided by this Agreement (Section VIII.B, below). The arbitrator shall incorporate into the arbitration all findings and evidence developed in any prior expedited court proceeding involving the same dispute.

B. ARBITRATION

If after a good faith attempt at mediation the parties are unable to resolve the dispute, any controversy or claims arising under or in relation to this Agreement shall be resolved exclusively by arbitration in accordance with the Commercial Rules of the American Arbitration Association (the "Rules").

Arbitration shall take place in New York, New York, U.S.A. There shall be one arbitrator selected by the parties jointly, and failing their agreement, pursuant to the Rules. The arbitration shall be conducted in the English language.

The arbitrator shall incorporate into the arbitration all findings and evidence developed in any prior expedited court proceeding involving the same dispute (See Section VIII.A).

The prevailing party shall be entitled to recover its reasonable costs and attorneys' fees. The decision of the arbitrator shall be based on applicable legal principles and shall be final and binding on the parties. Judgment upon the award rendered by the arbitrator shall be final and non-appealable and may be entered by any court of competent jurisdiction, including courts in the United States and Switzerland.

Without limiting any party's right to seek recognition and enforcement of the arbitral award in other jurisdictions, the Parties specifically consent to the jurisdiction of the state and federal courts of the State of Connecticut, U.S.A., for purposes of enforcing an award.

IX. NOTICE

All notices required by this Agreement, including changes to the following addresses, shall be given in writing to the respective parties at the following addresses:

Zymöl Enterprises: Zymöl Enterprises, Inc.
28 Madison Hollow
Killingworth, Connecticut, 06419
Attn: Charles E. Bennett
Fax No.: 860-663-1058

With a copy to: Stinson Morrison Hecker LLP
1850 N. Central Ave., Suite 2100
Phoenix, Arizona 85004-4584
Attn: Bradley P. Hartman
Fax No.: 602-240-6925

Anwander or Camarda: Anwander & Co. AG
Tämperlistrasse 3, CH-8117
Fällanden, Switzerland
Attn: Georg Weidman
Fax No.: +41 1 730 450 02

-and-

Jack Camarda
c/o Alan Neigher
Byelas & Neigher
1804 Post Road East
Westport, Connecticut 06880
Fax No.: 203-255-2570

With a copy to: Byelas & Neigher
1804 Post Road East
Westport, Connecticut 06880
Attn: Alan Neigher
Fax No.: 203-255-2570

Any such notice shall be deemed delivered when: (a) delivered by hand; (b) sent by overnight courier service with a reliable system for tracking delivery; (c) sent by registered or certified mail, postage prepaid return receipt requested; or (d) sent by facsimile and thereafter delivered by one of the foregoing methods of delivery.

X. ATTORNEYS' FEES

The parties shall bear their own attorneys' fees and costs in connection with the Litigation, this Agreement, the matters and documents referred to herein, and all related matters,

except that the prevailing party in any action, proceeding or motion arising from, related to or seeking to enforce the terms and conditions of this Agreement shall be entitled to recover all costs and expenses incurred, including reasonable attorneys' fees.

XI. INFORMED CONSENT

The parties hereby declare that they have received sufficient information, either through their own attorneys or the sources of their own selection, so as to be able to intelligently make a judgment whether to enter into this Agreement. The parties further state that they have read this Agreement in its entirety, prior to executing this document, and that they have executed this Settlement Agreement voluntarily, with competence and capacity to contract and with knowledge of the terms, significance and legal affect of this Agreement.

XII. SEVERABILITY

If any provision of this Agreement shall be unlawful, void or unenforceable in whole or in part for any reason, such provision or such party thereof shall be deemed separate from and shall in no way affect the validity or enforceability of the remainder of this Agreement.

XIII. HEIRS, SUCCESSORS and ASSIGNS

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective affiliates, including parents, subsidiaries, officers, directors, shareholders, agents, heirs, and representatives. This Agreement also shall be binding upon any assignees, transferees, licensees or any recipients pursuant to any conveyances related to or involving the ZYMÖL®, SWIZÖL, SWISSOL or New Mark designations.

XIV. INTEGRATION

A. This Agreement constitutes the complete expression of the terms of the settlement of the Litigation and other claims referenced herein. All prior and contemporaneous agreements, representations, and negotiations are hereby superseded.

B. No amendment to this Agreement shall be effective unless it is in writing and signed by duly authorized representatives of all Parties to this Agreement.

XV. FURTHER DOCUMENTS

The Parties shall execute and deliver all documents and perform all further acts that may be reasonably necessary to effectuate the provisions of this Agreement.

XVI. COUNTERPARTS

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original Agreement, and all of which shall constitute one Agreement.

XVII. REPRESENTATIONS

A. The Parties warrant and represent that they are the sole owners of the respective rights and claims relinquished by this Agreement and that, prior to entering this Agreement, the Parties have not sold, transferred, or assigned any part of those rights or claims.

B. The Parties warrant and represent that no promise or representation of any kind has been expressed or implied by the Parties released herein or by anyone acting for them, except as is expressly stated in this Agreement.

C. Each person signing this Agreement hereby warrants and represents that he or she is expressly authorized and empowered by the Party on whose behalf the person's signature appears to bind that Party to each of the obligations set forth herein.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands as of the Effective Date.

ZYMÖL ENTERPRISES, INC.

ANWANDER & CO. AG

SIGNED
By _____
Charles E. Bennett, CEO

SIGNED
By _____
Georg Weidmann, Chief Operating Officer

JACK CAMARDA

SIGNED
