

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

**FORM 8-K**

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the  
Securities Exchange Act of 1934

Date of Report (Date of Earliest Event Reported): July 6, 2007

**ANPATH GROUP, INC.**

(Exact name of registrant as specified in its charter)

**Delaware**

(State or other jurisdiction of  
incorporation)

**333-123655**

(Commission File Number)

**20-1602779**

(I.R.S. Employer  
Identification No.)

**116 Morlake Drive, Suite 201  
 Mooresville, NC 28117**

(Address of Principal Executive Offices/Zip Code)

**(704) 658-3350**

(Registrant's telephone number, including area code)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions *see* General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(B))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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## Section 1 – Registrant’s Business and Operations

### Item 1.01 Entry into a Material Definitive Agreement.

Anpath Group, Inc. (the “Company”) has entered into a Settlement Agreement (the “Settlement Agreement”), dated as of July 6, 2007 by and among the Company, MV Nanotech Corp. (“MV Nanotech”), The Ferguson Living Trust UTD 8/13/74 (the “Trust”) and Daniel Ferguson in his capacity as the Shareholder Agent (as defined below), pursuant to which the parties resolved any and all claims that the Company or MV Nanotech may have had against the EnviroSystems Shareholders or the Escrow Shares (each as defined below) with respect to the Company’s Claim Notice (as defined below).

The Claim Notice was made in connection with the Agreement and Plan of Merger (the “Merger Agreement”), dated as of November 11, 2005, pursuant to which the Company acquired EnviroSystems. As consideration for the acquisition, the Company issued 6,400,000 restricted shares of its common stock (the “Common Stock”) to the holders of EnviroSystems preferred stock (the “EnviroSystems Shareholders”). All such 6,400,000 restricted shares of Common Stock (the “Escrow Shares”) were placed in an escrow account pursuant to the terms and conditions of an Escrow and Lock-Up Agreement (the “Escrow Agreement”). Under the terms of the Merger Agreement and the Escrow Agreement, all the Escrow Shares were subject to claims by the Company and MV Nanotech for indemnification under the Merger Agreement. In November 2006, the Company sent to the agent for the EnviroSystems Shareholders (“Shareholders Agent”), a Claim Notice, as supplemented in April 2007 for indemnification under the Escrow Agreement seeking the return of all 6,400,000 Escrow Shares.

Pursuant to the terms of the Settlement Agreement, the Trust will authorize the escrow agent (the “Escrow Agent”) to return to the Company for cancellation 2,500,000 Escrow Shares as the same are receivable by the Trust from the Escrow Agent. Upon cancellation of such 2,500,000 Escrow Shares, the Company will issue the Trust a warrant (the “Warrant”) to purchase 2,500,000 shares of Common Stock at an exercise price of \$2.70 per share. As partial exchange for the issuance of the warrant by the Company to the Trust, the Trust will enter into a lock-up agreement (the “Lock-Up Agreement”), pursuant to which the Trust agreed not to sell, make any short sale of, pledge as security for a loan, grant any option for the purchase of, or otherwise transfer, assign, dispose, either directly or indirectly in any manner, any shares of Common Stock and options and warrants to purchase such Common Stock and shares of such Common Stock issuable upon exercise of such options or warrants owned by the Trust and distributable to the Trust pursuant to the terms of the Escrow Agreement and any shares of Common Stock (or other securities) received by the Trust pursuant to the exercise of the Warrant for a period of 12 months from the date of the Lock-Up Agreement without the prior written consent of the Company.

Immediately following the execution and delivery of the Settlement Agreement, the Company and the Shareholder Agent have agreed to instruct the Escrow Agent to immediately release and deliver to the EnviroSystems Shareholders certificates representing the remaining Escrow Shares held pursuant to the Escrow Agreement (other than shares required to be held by the Escrow Agent for issuance upon exercise of any options or warrants to purchase such Escrow Shares which shall be otherwise released to the appropriate party and at the time specified in the Merger Agreement and Escrow Agreement).

Pursuant to the terms of the Settlement Agreement, each of the Company and MV Nanotech agreed to release and discharge the Shareholder Agent and the EnviroSystems Shareholders from any and all claims arising out of or connected with the Merger Agreement or the Escrow Agreement other than the obligations set forth in the Settlement Agreement or the Lock-Up Agreement.

The foregoing descriptions of the Settlement Agreement, Warrant and Lock-Up Agreement are each qualified in their entirety to the full text of such documents attached as exhibits to this Form 8-K.

**Item 9.01 Financial Statements and Exhibits.**

**Exhibits**

- 99.1 Settlement Agreement dated as of July 6, 2007 by and among Anpath Group, Inc., MV Nanotech Corp. and The Ferguson Living Trust UTD 8/13/74 (the "**Trust**") and Daniel Ferguson in his capacity as Shareholder Agent
- 99.2 Warrant, dated July 6, 2007.
- 99.3 Lock-Up Agreement made and entered into as of July 6, 2007.

**SIGNATURE**

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

**ANPATH GROUP, INC.**

Date: July 10, 2007

By: /s/ J. Lloyd Breedlove  
J. Lloyd Breedlove,  
President and Chief Executive Officer

## SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT ("**Agreement**") is made and entered into as of July 6, 2007 by and among Anpath Group, Inc., a Delaware corporation formerly known as "Telecomm Sales Network, Inc." (the "**Company**"), MV Nanotech Corp., a Texas corporation ("**MVN**"), The Ferguson Living Trust UTD 8/13/74 (the "**Trust**") and Daniel Ferguson in his capacity as Shareholder Agent (as defined in the Escrow Agreement referenced below) (the "**Shareholder Agent**") (each of the foregoing a "Party" and collectively the "Parties").

## RECITALS

A. Reference is made to that certain Agreement and Plan of Merger made and entered into as of November 11, 2005, by and among the Company, TSN Acquisition Corporation, a Nevada corporation and indirect wholly-owned subsidiary of the Company ("**Merger Sub**"), and EnviroSystems, Inc., a Nevada corporation ("**EnviroSystems**") (the "**Merger Agreement**"), pursuant to which Merger Sub merged with and into EnviroSystems (the "**Merger**"), with EnviroSystems as a surviving corporation in accordance with the terms of the Merger Agreement.

B. Reference is also made to that certain Escrow/Lock-Up Agreement (the "**Escrow Agreement**"), also made and entered into as of November 11, 2005 by and between the Company, the Shareholder Agent, and Jerold K. Levien as Escrow Agent (the "**Escrow Agent**").

C. Capitalized terms used herein without definition shall have the same meanings ascribed to them in the Escrow Agreement.

D. Pursuant to the Escrow Agreement, the Escrow Shares are held by the Escrow Agent for the purpose of satisfying any claims made by the Company or MVN against the Shareholders and Escrow Shares under the Merger Agreement and are thereafter deliverable to the Shareholders in accordance with their respective beneficial ownership interests therein, all as more fully set forth in the Merger Agreement and Escrow Agreement.

E. Pursuant to a Claim Notice dated November 28, 2006 and a Supplement to the Claim Notice dated April 9, 2007 delivered by the Company to the Shareholder Agent (collectively the "Claim Notice"), the Company made a claim on all of the Escrow Shares held by the Escrow Agent under the Escrow Agreement in satisfaction of claims made by the Company against the Shareholders and Escrow Shares under the Merger Agreement. The Shareholder Agent has challenged the sufficiency of the Claim Notice and disputed all claims in its response letters dated December 5, 2006 and May 3, 2007.

F. By this Agreement, the Company, MVN, the Trust and the Shareholder Agent now desire to fully and finally resolve any and all claims that the Company or MVN may have against the Shareholders or Escrow Shares pursuant to the Merger Agreement as set forth in the Claim Notice or otherwise.

## AGREEMENT

1. **Tender of Escrow Shares and Issuance of Warrant.** The Trust will tender to the Company for cancellation 2,500,000 of the Escrow Shares as the same are receivable by the Trust from the Escrow Agent. The Trust will direct such Escrow Shares be delivered by the Escrow Agent directly to the Company for cancellation. Upon cancellation of such Escrow Shares, the Company will issue the Trust a warrant to purchase 2,500,000 shares of the Company's Common Stock with an exercise price, payable to the Company equal to \$2.70 per share. Such warrant shall be in the form of attached Exhibit A.

2. **Lock-Up Agreement.** In exchange for the issuance of the Warrant by the Company to the Trust, the Trust will enter into a lock-up agreement in the form attached as Exhibit B.

3. **Withdrawal of Claim Notice.** In consideration of the Trust's obligations pursuant to Section 1 and 2 above, the Company will withdraw the Claim Notice and the Company and MVN will make no further claim against the Shareholder Agent, the Shareholders or any of the other Escrow Shares under and pursuant to the Merger Agreement or the Escrow Agreement. Immediately following the execution and delivery of this Agreement, the Company and the Shareholder Agent shall instruct the Escrow Agent to immediately release and deliver to the beneficial holders thereof certificates representing all of the other Escrow Shares held pursuant to the Escrow Agreement (other than shares required to be held by the Escrow Agent for issuance upon exercise of any options or warrants to purchase such Escrow Shares which shall be otherwise released to the appropriate party and at the time specified in the Merger Agreement and Escrow Agreement) together with a cover letter indicating that such Escrow Shares are in the process of being registered under the Securities Act of 1933 pursuant to a SB-2 registration statement. The Company will further endeavor to keep such Shareholders advised of the status and effectiveness of such registration statement.

4. **Indemnification of Shareholder Agent.** The Company agrees to indemnify and hold the Shareholder Agent harmless from any and all claims, liabilities, obligations, costs or expenses (including attorneys' fees) arising by virtue of any claim made by a Shareholder against the Shareholder Agent, in connection with such Shareholder Agent's acting on behalf of such Shareholder under and pursuant to the Merger Agreement or Escrow Agreement.

5. **Release of Claims by the Company and MVN.** The Company and MVN, on behalf of themselves and their predecessors, successors, assigns, agents, employees, representatives, managers, partners, members, affiliates, parent companies, subsidiaries, shareholders, officers, directors, and attorneys, hereby releases and forever discharges the Shareholder Agent and the Shareholders and their respective predecessors, successors, assigns, agents, employees, representatives, managers, partners, members, and affiliates, of and from any and all claims, controversies, damages, causes of action, liabilities, obligations, costs, losses or demands of any nature whatsoever, whether known, unknown, suspected or unsuspected arising out of or connected with the Merger Agreement or the Escrow Agreement (including any claim on the Escrow Shares not tendered pursuant to Section 1) other than the obligations set forth in this Agreement or any Lock-Up Agreement entered into with certain Shareholders concurrently herewith.

6. **Third Party Beneficiaries.** The Parties agree that each of the Shareholders shall be deemed to be an expressed third party beneficiary of this Agreement and the release is granted by the Company and MVN in favor of such Shareholders.

7. **Waiver of Unknown Claims.** As to all matters being released by the Company and MVN pursuant to the terms hereof, the Company and MVN hereby waive any and all rights which they may have under the provisions of California Civil Code § 1542 or under any comparable federal or state statute or rule of law. California Civil Code § 1542 provides:

**A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.**

8. **No Acknowledgment of Liability.** The Parties to this Agreement understand and agree that all claims made by the Parties in connection with the matters which are the subject of this Agreement are disputed and each Party hereto agrees that this Agreement shall not be treated or characterized as an admission of liability or responsibility.

9. **Covenant Against Future Actions.** The Parties hereto covenant and agree never to commence or prosecute any action or other proceeding based on any of the matters that have been released pursuant to the terms of this Agreement.

10. **Reliance on Own Judgment.** The Parties to this Agreement understand and accept the risk that facts with respect to which this Agreement is executed may later be found to be other than true or that such facts may be different from the facts now believed to be true and each party hereto is relying on its own judgment in entering into this Agreement. This Agreement shall be and shall remain effective despite any such untruth or difference, except as to any representation expressly made in this Agreement.

11. **Authority to Execute.** The Parties to this Agreement represent and warrant that they have the sole right and exclusive authority to execute and enter into this Agreement and receive the consideration therefor, and that no party has sold, assigned, transferred, conveyed or purported to sell, assign, transfer or convey, or otherwise dispose of, any claim or demand relating to any matter covered by this Agreement.

12. **Binding Effect.** The Parties to this Agreement expressly covenant and agree that this Agreement shall inure to the benefit of, and be binding upon, their respective successors and assigns.

13. **Expenses.** The Company shall reimburse the Shareholder Agent for all fees and expenses incurred in connection with the performance of the Shareholder Agent's duties under the Escrow Agreement (including the Shareholder Agent's cooperation with the Company in connection with the Company's proxy solicitation) in aggregate amount not to exceed \$50,000. Except as set forth herein, the Parties to this Agreement shall each bear their own costs, fees and expenses incurred in connection with the negotiation and preparation of this Agreement.

14. **Partial Invalidity.** In the event that any provision of this Agreement shall in any respect be declared invalid, illegal or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other term or condition of this Agreement, and this Agreement shall be interpreted as though such invalid, illegal and unenforceable term or condition was not a part hereof.

15. **Understanding of Agreement.** The Parties hereto each affirm and acknowledge that they have read this Agreement and have had the opportunity to have it fully explained by counsel of choice, that they fully understand and appreciate the words and terms used in this Agreement, as well as the effect of those words and terms, and further understand that this is a final compromise, release, and settlement of the matters released herein. Each party, or its attorney has carefully and fully reviewed this Agreement and has revised, or has had the opportunity to revise, this Agreement. Accordingly, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be utilized in the interpretation of this Agreement.

16. **Entire Agreement.** This Agreement and its Exhibits constitutes the entire agreement between the Parties with reference to the subject matter hereof, and supersedes all prior agreements, understandings, negotiations, and discussions whether oral or written, of the Parties. There are no representations, warranties, covenants, or undertakings, other than those expressly set forth in this Agreement.

17. **Counterparts and Executed Duplicate.** This Agreement may be executed in counterpart and an executed duplicate of this Agreement shall be deemed an original.





**EXHIBIT A**

**Warrant**

**EXHIBIT B**

**Lock-Up Agreement**

THIS WARRANT AND THE SECURITIES ISSUABLE UPON THE EXERCISE HEREOF HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED. THEY MAY NOT BE SOLD, OFFERED FOR SALE, PLEDGED, HYPOTHECATED, OR OTHERWISE TRANSFERRED EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933, AS AMENDED OR AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY THAT REGISTRATION IS NOT REQUIRED.

Void after

July 6, 2012

ANPATH GROUP, INC.

WARRANT TO PURCHASE SHARES

This Warrant is issued to The Ferguson Living Trust UTD 8/13/74 by Anpath Group, Inc., a Delaware corporation (the "Company").

1. Purchase of Shares. Subject to the terms and conditions hereinafter set forth, the holder of this Warrant is entitled, upon surrender of this Warrant at the principal office of the Company (or at such other place as the Company shall notify the holder hereof in writing), to purchase from the Company up to the number of fully paid and nonassessable Shares (as defined below), that equals the quotient obtained by dividing (a) the Warrant Coverage Amount (as defined below) by (b) the Exercise Price (as defined below).

2. Definitions.

(a) Exercise Price. The exercise price for the Shares shall be \$2.70 per share (such price, as adjusted from time to time, is herein referred to as the "Exercise Price").

(b) Exercise Period. This Warrant shall be exercisable, in whole or in part, during the term commencing on the date hereof and ending on the expiration of this Warrant pursuant to Section 14 hereof.

(c) Warrant Coverage Amount. The term "Warrant Coverage Amount" shall mean an amount equal to \$6,750,000.

(d) The Shares. The term "Shares" shall mean shares of the Company's authorized but unissued Common Stock.

3. Method of Exercise. While this Warrant remains outstanding and exercisable in accordance with Section 2 above, the holder may exercise, in whole or in part, the purchase rights evidenced hereby. Such exercise shall be effected by:

- (i) the surrender of the Warrant, together with a notice of exercise to the Secretary of the Company at its principal offices; and
- (ii) the payment to the Company of an amount equal to the aggregate Exercise Price for the number of Shares being purchased.

4. Net Exercise. In lieu of cash exercising this Warrant, the holder of this Warrant may elect to receive shares equal to the value of this Warrant (or the portion thereof being canceled) by surrender of this Warrant at the principal office of the Company together with notice of such election, in which event the Company shall issue to the holder hereof a number of Shares computed using the following formula:

$$X = \frac{Y(A - B)}{A}$$

Where

X -- The number of Shares to be issued to the holder of this Warrant.

Y -- The number of Shares purchasable under this Warrant.

A -- The fair market value of one Share.

B -- The Exercise Price (as adjusted to the date of such calculations).

For purposes of this Section 4, the fair market value of a Share shall mean the average of the closing bid and asked prices of Shares quoted in the public trading market in which the Shares are traded or the closing price quoted on any exchange on which the Shares are listed, whichever is applicable, for the ten (10) trading days prior to the date of determination of fair market value (or such shorter period of time during which such stock was traded on such public trading market or on such exchange). If the Shares are not traded on the public trading market or on an exchange, the fair market value shall be the price per Share that the Company could obtain from a willing buyer for Shares sold by the Company from authorized but unissued Shares, as such prices shall be determined in good faith by the Company's Board of Directors.

5. Certificates for Shares. Upon the exercise of the purchase rights evidenced by this Warrant, one or more certificates for the number of Shares so purchased shall be issued as soon as practicable thereafter, and in any event within thirty (30) days of the delivery of the subscription notice.

6. Issuance of Shares. The Company covenants that the Shares, when issued pursuant to the exercise of this Warrant, will be duly and validly issued, fully paid and nonassessable and free from all taxes, liens, and charges with respect to the issuance thereof.

7. Adjustment of Exercise Price and Number of Shares. The number of and kind of securities purchasable upon exercise of this Warrant and the Exercise Price shall be subject to adjustment from time to time as follows:

(a) Subdivisions, Combinations and Other Issuances. If the Company shall at any time prior to the expiration of this Warrant subdivide the Shares, by split-up or otherwise, or combine its Shares, or issue additional shares of its Shares as a dividend, the number of Shares issuable on the exercise of this Warrant shall forthwith be proportionately increased in the case of a subdivision or stock dividend, or proportionately decreased in the case of a combination. Appropriate adjustments shall also be made to the purchase price payable per share, but the aggregate purchase price payable for the total number of Shares purchasable under this Warrant (as adjusted) shall remain the same. Any adjustment under this Section 7(a) shall become effective at the close of business on the date the subdivision or combination becomes effective, or as of the record date of such dividend, or in the event that no record date is fixed, upon the making of such dividend.

(b) Reclassification, Reorganization and Consolidation. In case of any reclassification, capital reorganization, or change in the capital stock of the Company (other than as a result of a subdivision, combination, or stock dividend provided for in Section 7(a) above), then the Company shall make appropriate provision so that the holder of this Warrant shall have the right at any time prior to the expiration of this Warrant to purchase, at a total price equal to that payable upon the exercise of this Warrant, the kind and amount of shares of stock and other securities and property receivable in connection with such reclassification, reorganization, or change by a holder of the same number of Shares as were purchasable by the holder of this Warrant immediately prior to such reclassification, reorganization, or change. In any such case appropriate provisions shall be made with respect to the rights and interest of the holder of this Warrant so that the provisions hereof shall thereafter be applicable with respect to any shares of stock or other securities and property deliverable upon exercise hereof, and appropriate adjustments shall be made to the purchase price per share payable hereunder, provided the aggregate purchase price shall remain the same.

(c) Notice of Adjustment. When any adjustment is required to be made in the number or kind of shares purchasable upon exercise of the Warrant, or in the Exercise Price, the Company shall promptly notify the holder of such event and of the number of Shares or other securities or property thereafter purchasable upon exercise of this Warrant.

8. No Fractional Shares or Scrip. No fractional shares or scrip representing fractional shares shall be issued upon the exercise of this Warrant, but in lieu of such fractional shares the Company shall make a cash payment therefor on the basis of the Exercise Price then in effect.

9. Representations of the Company. The Company represents that all corporate actions on the part of the Company, its officers, directors and stockholders necessary for the sale and issuance of this Warrant have been taken.

10. Representations and Warranties by the Holder. The Holder represents and warrants to the Company as follows:

(a) This Warrant and the Shares issuable upon exercise thereof are being acquired for its own account, for investment and not with a view to, or for resale in connection with, any distribution or public offering thereof within the meaning of the Securities Act of 1933, as amended (the "Act"). Upon exercise of this Warrant, the Holder shall, if so requested by the Company, confirm in writing, in a form satisfactory to the Company, that the securities issuable upon exercise of this Warrant are being acquired for investment and not with a view toward distribution or resale.

(b) The Holder understands that the Warrant and the Shares have not been registered under the Act by reason of their issuance in a transaction exempt from the registration and prospectus delivery requirements of the Act pursuant to Section 4(2) thereof, and that they must be held by the Holder indefinitely, and that the Holder must therefore bear the economic risk of such investment indefinitely, unless a subsequent disposition thereof is registered under the Act or is exempted from such registration. The Holder further understands that the Warrant Shares have not been qualified under the California Securities Law of 1968 (the "California Law") by reason of their issuance in a transaction exempt from the qualification requirements of the California Law pursuant to Section 25102(f) thereof, which exemption depends upon, among other things, the bona fide nature of the Holder's investment intent expressed above.

(c) The Holder has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of the purchase of this Warrant and the Shares purchasable pursuant to the terms of this Warrant and of protecting its interests in connection therewith.

(d) The Holder is able to bear the economic risk of the purchase of the Shares pursuant to the terms of this Warrant.

(e) The Holder is an "accredited investor" as such term is defined in Rule 501 of Regulation D promulgated under the Act.

11. Restrictive Legend.

The Shares (unless registered under the Act) shall be stamped or imprinted with a legend in substantially the following form:

THE SHARES REPRESENTED BY THIS CERTIFICATE HAVE BEEN ACQUIRED FOR INVESTMENT AND NOT WITH A VIEW TO, OR IN CONNECTION WITH, THE SALE OR DISTRIBUTION THEREOF, AND HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED. SUCH SHARES MAY NOT BE SOLD OR TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN EXEMPTION THEREFROM UNDER THE ACT AND ANY APPLICABLE STATE SECURITIES LAWS. COPIES OF THE AGREEMENT COVERING THE PURCHASE OF THESE SHARES AND RESTRICTING THEIR TRANSFER MAY BE OBTAINED AT NO COST BY WRITTEN REQUEST MADE BY THE HOLDER OF RECORD OF THIS CERTIFICATE TO THE SECRETARY OF THE COMPANY AT THE PRINCIPAL EXECUTIVE OFFICES OF THE COMPANY.

12. Rights of Stockholders. No holder of this Warrant shall be entitled, as a Warrant holder, to vote or receive dividends or be deemed the holder of the Shares or any other securities of the Company which may at any time be issuable on the exercise hereof for any purpose, nor shall anything contained herein be construed to confer upon the holder of this Warrant, as such, any of the rights of a stockholder of the Company or any right to vote for the election of directors or upon any matter submitted to stockholders at any meeting thereof, or to give or withhold consent to any corporate action (whether upon any recapitalization, issuance of stock, reclassification of stock, change of par value, consolidation, merger, conveyance, or otherwise) or to receive notice of meetings, or to receive dividends or subscription rights or otherwise until the Warrant shall have been exercised and the Shares purchasable upon the exercise hereof shall have become deliverable, as provided herein.

13. Expiration of Warrant; Notice of Certain Events Terminating This Warrant. This Warrant shall expire and shall no longer be exercisable after 5:00 p.m., California local time, on July 5, 2012.

14. Notices. All notices and other communications required or permitted hereunder shall be in writing, shall be effective when given, and shall in any event be deemed to be given upon receipt or, if earlier, (a) five (5) days after deposit with the U.S. Postal Service or other applicable postal service, if delivered by first class mail, postage prepaid, (b) upon delivery, if delivered by hand, (c) one business day after the business day of deposit with Federal Express or similar overnight courier, freight prepaid or (d) one business day after the business day of facsimile transmission, if delivered by facsimile transmission with copy by first class mail, postage prepaid, and shall be addressed (i) if to the Holder, at the Holder's address as set forth on the signature page hereto, and (ii) if to the Company, at the address of its principal corporate offices (attention: President), or at such other address as a party may designate by ten days advance written notice to the other party pursuant to the provisions above.

15. Governing Law. This Warrant and all actions arising out of or in connection with this Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to the conflicts of law provisions of the State of California or of any other state.

16. Rights and Obligations Survive Exercise of Warrant. Unless otherwise provided herein, the rights and obligations of the Company, of the holder of this Warrant and of the holder of the Shares issued upon exercise of this Warrant, shall survive the exercise of this Warrant.

Issued this 6th day of July, 2007.

Address for Notice:

**ANPATH GROUP, INC.**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Address for Notice:

**THE FERGUSON LIVING TRUST UTD 8/13/74**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT A**  
**NOTICE OF EXERCISE**

TO: Anpath Group, Inc.

\_\_\_\_\_  
\_\_\_\_\_

Attention: President

1. The undersigned hereby elects to purchase \_\_\_\_\_ Shares of \_\_\_\_\_ pursuant to the terms of the attached Warrant.

2. Method of Exercise (Please initial the applicable blank):

\_\_\_ The undersigned elects to exercise the attached Warrant by means of a cash payment, and tenders herewith payment in full for the purchase price of the shares being purchased, together with all applicable transfer taxes, if any.

\_\_\_ The undersigned elects to exercise the attached Warrant by means of the net exercise provisions of Section 4 of the Warrant.

3. Please issue a certificate or certificates representing said Shares in the name of the undersigned or in such other name as is specified below:

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address)

4. The undersigned hereby represents and warrants that the aforesaid Shares are being acquired for the account of the undersigned for investment and not with a view to, or for resale, in connection with the distribution thereof, and that the undersigned has no present intention of distributing or reselling such shares and all representations and warranties of the undersigned set forth in Section 10 of the attached Warrant (including Section 10 (e) thereof) are true and correct as of the date hereof.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)



## LOCK-UP AGREEMENT

THIS LOCK-UP AGREEMENT (the "**Lock-Up Agreement**") is made and entered into as of July 6, 2007 by the undersigned in favor and for the benefit of Anpath Group, Inc. (formerly "Telecomm Sales Network, Inc."), a Delaware corporation, (the "**Company**").

## RECITALS

- A.** Reference is made to that certain Agreement and Plan of Merger made and entered into as of November 11, 2005, by and among the Company, TSN Acquisition Corporation, a Nevada corporation an indirect wholly-owned subsidiary of the Company ("**Merger Sub**"), and EnviroSystems, Inc., a Nevada corporation ("**EnviroSystems**") (the "**Merger Agreement**"), pursuant to which Merger Sub merged with and into the Company (the "**Merger**"), with the Company as a surviving corporation in accordance with the terms of the Merger Agreement.
- B.** Reference is also made to that certain Escrow/Lock-Up Agreement (the "**Escrow Agreement**"), also made and entered into as of November 11, 2005 by and between the Company, the Shareholder Agent, and Jerold K. Levien as Escrow Agent (the "**Escrow Agent**").
- C.** Capitalized terms used herein without definition shall have the same meanings ascribed to them in the Merger Agreement and Escrow Agreement.
- D.** Pursuant to the Escrow Agreement, the Escrow Shares are held by the Escrow Agent for the purpose of satisfying any claims made by the Company or MVN against the Shareholders and Escrow Shares under the Merger Agreement.
- E.** Pursuant to a Claim Notice dated November 28, 2006 and a Supplement to the Claim Notice dated April 9, 2007 delivered by the Company to the Shareholder Agent (collectively the "**Claim Notice**"), the Company made a claim on all of the Escrow Shares held by the Escrow Agent under the Escrow Agreement in satisfaction of claims made by the Company under the Merger Agreement. The Shareholder Agent has challenged the sufficiency of the Claim Notice and disputed all claims in its response letters dated December 5, 2006 and May 3, 2007.
- F.** In partial consideration of the execution and delivery of this Lock-Up Agreement by the undersigned, by a Settlement Agreement dated an even date herewith among the Company, MVN, The Ferguson Living Trust UTD 8/13/74 and the Shareholder Agent, the Company and MVN fully and finally resolved any and all claims that the Company or MVN may have against the Escrow Shares or Shareholders pursuant to the Merger Agreement as set forth in the Claim Notice or otherwise.
- G.** This Lock-Up Agreement shall apply to any and all shares of the Company's Common Stock and options and warrants to purchase such Common Stock and shares of such Common Stock issuable upon exercise of such options or warrants owned beneficially by the undersigned and distributable to the undersigned pursuant to the terms of the Escrow Agreement and any shares of the Company's Common Stock (or other securities) received by the undersigned pursuant to the exercise of a Warrant to Purchase Shares issued by the Company to the undersigned on an even date herewith (all of the foregoing collectively the "**Securities**").

**AGREEMENT**

1. In consideration of the withdrawal of the Claim Notice and release by the Company and MVN of all other claims of the Company and MVN against the undersigned or the Securities, the undersigned hereby agrees not to sell, make any short sale of, pledge as security for a loan, grant any option for the purchase of, or otherwise transfer, assign, dispose, either directly or indirectly in any manner, any of the Securities for a period of 12 months from the date of this Lock-Up Agreement without the prior written consent of the Company, which may be withheld for any reason or no reason. Nothing contained herein shall prevent the undersigned if it is a corporation, partnership, trust, limited liability company or similar entity from making a distribution of the Securities to its beneficial owners provided such beneficial owners agree in advance to be bound by this Lock-Up Agreement.

2. The certificate evidencing the Securities will be imprinted with a legend as follows:

THE SALE OR TRANSFER OF THESE SECURITIES OR ANY PORTION THEREOF OR ANY INTEREST THEREIN IS RESTRICTED BY AN AGREEMENT BETWEEN THE HOLDER AND THE COMPANY. A COPY OF SUCH AGREEMENT MAY BE INSPECTED AT THE PRINCIPAL OFFICE OF THE COMPANY AND ALL PROVISIONS OF SUCH AGREEMENT ARE INCORPORATED BY REFERENCE IN THIS CERTIFICATE.

**IN WITNESS WHEREOF**, the undersigned has executed and delivered this Lock-Up Agreement in favor of the Company with the intent to be legally bound hereby.

Address for Notice:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**THE FERGUSON LIVING TRUST UTD 8/13/74**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**Acknowledged and Accepted:**

**Anpath Group, Inc. ,**  
a Delaware corporation

By: \_\_\_\_\_

Its: \_\_\_\_\_