

04-10-2000



101316837

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- Individual General Partnership Limited Partnership
- Corporation Association
- Other

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Citizenship/State of Incorporation/Organization

04/10/2000 JSHBAZZ 00000112 194516 75266685

FOR OFFICE USE ONLY

01 FC:481 40.00 CH 40.00 OP
02 FC:482 210.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

TRADEMARK
REEL: 002046 FRAME: 0809

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text" value="75/266,685"/>	<input type="text" value="75/415,631"/>	<input type="text" value="75/470,456"/>	<input type="text" value="695,669"/>	<input type="text" value="1,027,857"/>	<input type="text" value="1,995,951"/>
<input type="text" value="75/509,390"/>	<input type="text" value="75/537,726"/>	<input type="text" value="75/537,764"/>	<input type="text" value="2,275,589"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="75/563,664"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved. #

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.) #

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

WESLEY W. WHITMYER, JR. W Whitmyer 3/3/00
 Name of Person Signing Signature Date Signed

11-18-1999



101204099

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY



MRD 11.12.99

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

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Document ID # _____
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Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

Conveyance Type

- Assignment
- License
- Security Agreement
- Nunc Pro Tunc Assignment
- Merger
- Change of Name
- Other Asset Purchase Agreement

Effective Date
Month Day Year
12 30 97

Conveying Party

Mark if additional names of conveying parties attached

Name Veritax, Inc.

Execution Date
Month Day Year
12 30 97

Formerly _____

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other _____

Citizenship/State of Incorporation/Organization New York Corporation

Receiving Party

Mark if additional names of receiving parties attached

Name VHC, Inc.

DBA/AKATA _____

Composed of _____

Address (line 1) 9 Viaduct Road

Address (line 2) _____

Address (line 3) Stamford CT 06904
City State/Country Zip Code

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other _____

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Citizenship/State of Incorporation/Organization Connecticut Corporation

FOR OFFICE USE ONLY

11/18/1999 DCOATES 00000072 72077783

01 FC:481 40.00 DP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

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. Charges to deposit account are authorized, as indicated herein.

Wesley W. Whitmyer, Jr.

[Signature]

[Date]

Name of Person Signing

Signature

Date Signed

~~ASSET PURCHASE AGREEMENT~~

This ~~Asset~~ Purchase Agreement (the "Agreement"), dated December 30, 1997 is made by VHC, Inc. (the "Buyer") and Verilux, Inc. (the "Seller").

WHEREAS, the Buyer desires to purchase all of the assets (the "Assets") of Seller free and clear of any and all liens, claims and encumbrances, pursuant to the terms and conditions set forth herein; and

WHEREAS, the Seller desires to sell and transfer the Assets to the Buyer pursuant to the terms and conditions set forth herein;

NOW THEREFORE, for and in consideration of the mutual promises and covenants hereinafter contained, it is agreed between the Buyer and Seller as follows:

1. PURCHASE OF ASSETS, CONSIDERATION AND PAYMENT.

1.01 Purchase and Sale of Assets. Upon execution hereof and subject to the terms and conditions set forth herein, the Buyer will purchase from the Seller, and the Seller will sell, assign, convey, transfer and deliver to the Buyer good, marketable, valid and legal title to the Assets, subject to all liens, claims or encumbrances affecting or encumbering same (the "Claims"). Buyer shall assume all such Claims and shall hold Seller harmless against same.

1.02 Consideration. The sole consideration for the purchase and sale of the Assets shall be Thirteen Thousand Six Hundred Seventy Five and 18/100 Dollars (\$13,675.18) which shall be payable by the Buyer to the Seller in cash upon execution and delivery hereof, at which time Seller shall deliver or cause to be delivered to the Buyer a Bill of Sale in the form of Exhibit 1.02 annexed hereto.

2. REPRESENTATIONS AND WARRANTIES OF SELLER. The Seller

hereby represents and warrants to the Buyer as follows:

2.01 Execution of Agreement, Etc. The execution and delivery of this Agreement, the documents referred to herein, and the consummation of the transactions contemplated hereunder (a) are within the Seller's power and authority, and (b) do not require the consent of any governmental body, agency or authority or any other person or entity.

2.02 Title to Assets. The performance by the Seller of its obligations hereunder will vest in the Buyer, with warranty of title, all of the right, title and interest in and to the Assets, free and clear of all liens, claims and encumbrances.

2.03 Other Agreements; Options. No agreement exists respecting the sale, pledge, or hypothecation by the Seller of the Assets. There are no options outstanding in favor of the Seller or any third party which, if and when exercised, would permit such person or entity to acquire any or all of its shares of common stock.

2.04 Liens, Encumbrances. Seller represents that the Assets are free and clear of all liens and encumbrances and that Seller's transfer of the Assets to Buyer will not violate any agreement, contract, judgment or law to which Seller may be a party or which may otherwise affect Seller.

3. REPRESENTATIONS AND WARRANTIES OF BUYER. Buyer hereby

represents and warrants to the Seller that the execution and delivery of this Agreement and the consummation of the transactions contemplated herein: (a) are within Buyer's power, (b) do not violate any requirement of law applicable to the Buyer, (c) do not conflict with or result in a breach of, or constitute a default under, any indenture, mortgage, deed of trust, lease, agreement,

or other instrument to which Buyer is a party, and (d) do not require any permits, licenses and governmental authorizations which have not been obtained. This Agreement has been duly executed and delivered by the Buyer and constitutes the legal, valid and binding obligation of the Buyer.

4. CONDITIONS PRECEDENT TO CLOSING.

4.01 Conditions Precedent to Buyer's Obligations: The obligation of Buyer to consummate the transactions contemplated hereby and perform its obligations hereunder on and after the date of the consummation of the transactions contemplated hereby is, at the option of the Buyer, subject to the satisfaction of the following conditions:

(a) Each of the representations and warranties of the Seller contained herein shall be true and correct in all material respects as of the date hereof, except for changes therein permitted or contemplated hereby;

(b) No action or proceeding shall have been instituted or threatened or claim or demand made against the Buyer and/or the Seller, before any court or other governmental body or arbitration tribunal, seeking to restrain or prohibit, or to obtain substantial damages with respect to, the consummation of the transaction contemplated hereby.

4.02 Conditions Precedent to the Seller's Obligation. The obligation of Seller to consummate the transactions contemplated hereby and perform its obligations hereunder on and after the date hereof is, at the option of the Seller, subject to the satisfaction of the following conditions:

(a) Delivery by the Buyer of the consideration set forth in Article 1.02 hereinabove;

(b) The satisfaction of each of the representations and warranties of Buyer contained herein and that same shall be true and correct in all material respects as of the date hereof, except for changes therein permitted or contemplated hereby.

5. MISCELLANEOUS PROVISIONS.

5.01 Further Assurances. Each party hereto agrees to execute and deliver such other documents, agreements or instruments and take such further action as may be reasonably requested by any other party hereto for the implementation of this Agreement and the consummation of the transactions contemplated hereby.

5.02 Notices. Any notices required or permitted hereunder shall be sufficiently given if in writing and personally delivered or by telecopy or courier, sent by registered or certified mail, postage prepaid, return receipt requested, addressed as follows or to such other address as the parties shall have given notice of pursuant hereto:

(a) If to the Seller:

Verilux, Inc.
9 Viaduct Road
Stamford, CT 06906
Attention: Mr. Nicholas G. Harmon

with a copy to:

Lev, Berlin & Dale, P.C.
535 Connecticut Avenue
Norwalk, Connecticut 06854
Attention: Duane L. Berlin, Esquire

MAR.11.1999 10:47AM

LEV, BERLIN&DALE

NO.505 P.6

(b) If to Buyer:

VHC, Inc.
9 Viaduct Road
Stamford, CT 06906
Attention: Mr. Alexander L. Harmon

with a copy to:

Lev, Berlin & Dale, P.C.
535 Connecticut Avenue
Norwalk, Connecticut 06854
Attention: Duane L. Berlin, Esquire

All such notices shall be effective on receipt.

5.03 Entire Agreement. This Agreement (including the schedules and exhibits hereto) represents the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and can be amended, supplemented or changed, and any provision hereof can be waived, only by written instrument making specific reference to this Agreement signed by the party or parties against whom enforcement of any such amendment, supplement, modification or waiver is sought.

5.04 Successors and Assigns: Benefits. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and, except as otherwise provided below, their respective successors and assigns. Nothing contained in this Agreement or in any of the _____ schedules or exhibits hereto is intended to create any rights in any person or entity that is not a party to this Agreement and no person or entity shall be deemed to be a third party beneficiary hereof or thereof.

5.05 Section Headings. The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

5.06 Applicable Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Connecticut, without regard to the principles thereof relating to conflict of law.

5.07 Expenses. Except as otherwise provided herein, whether or not the transactions contemplated hereby are consummated, the parties hereto shall each pay their own respective fees and expenses.

5.08 Severability. If, at any time after the date of the consummation of the transactions contemplated hereby, any provision of this Agreement or the schedules or exhibits shall be held by any court of competent jurisdiction to be illegal, void or unenforceable, such provision shall be of no force and effect, but the illegality or unenforceability of such provision shall have no effect upon and shall not impair the enforceability of any other provision of this Agreement.

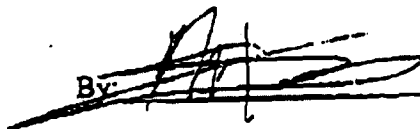
5.09 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one of the same instrument. This Agreement may be executed by telecopied signatures with the same effect as original signatures.

5.10 Schedules and Exhibits. All schedules and exhibits referenced herein are incorporated herein and shall be deemed an integral part of this Agreement. In the event that any schedule or exhibit provided for herein is incomplete or has not been prepared and attached

hereto as of the execution and delivery of this Agreement, it shall be a condition precedent to consummation of the transactions contemplated hereby that such schedule or exhibit shall be in form and substance reasonably satisfactory to the party to whom such schedule or exhibit is to be delivered hereunder.

5.11 Mutual Release. Upon the execution hereof and the consummation of the transactions contemplated hereby, each party hereby releases and discharges the other from and against any and all claims, liabilities, causes of action or the like arising out of the transactions contemplated hereby.

VERILUX, INC.

By: 

Its
Hereunto Duly Authorized

VHC, INC.

By: 

Its
Hereunto Duly Authorized

Exhibit 1.02
Bill of Sale

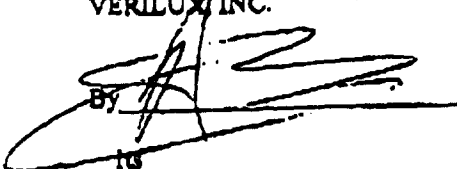
BILL OF SALE

Know All Men By These Presents, that Verilux, Inc. a New York corporation (the "Seller"), for the consideration set forth in that certain Asset Purchase Agreement between VHC, Inc., a Connecticut corporation (the "Buyer") and Seller of even date, received to Seller's full satisfaction from Buyer, does hereby sell, transfer and convey unto the Buyer the property set forth on Exhibit A annexed hereto, free and clear of all liens, claims and encumbrances, to have and to hold the same to the Buyer and the Buyer's executors, administrators, assigns and successors forever, to the Buyer's and their proper use. And the Seller does, for the Seller's heirs, executors, administrators, successors and assigns covenant and agree with the Buyer to Warrant and Defend said property to the Buyer against all persons whatsoever

In all references herein to any parties, persons, entities or corporations the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of the within instrument may require.

IN WITNESS WHEREOF, the Seller has signed and sealed this instrument and has caused these presents to be signed by a duly authorized officer and its corporate seal to be hereto affixed this 30th day of December 1997.

VERILUX INC.

By 
 is
 Hereunto Duly Authorized

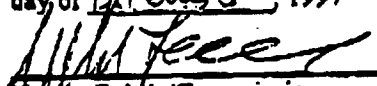
Sworn to before me this 30th day of December 1997
 
 Notary Public/Commissioner
 of the Superior Court

EXHIBIT A

Matter Name	Registration Number	Issue Date	Serial Number	File Date	Country
VERILUX	695,669	1960/04/05	72/077,783	1959/07/15	United States
TRU BLOOM & Design	1,027,857	1975/12/23	73/030,093	1974/08/20	United States
INSTANT SUN	1,995,951	1996/08/20	74/519,978	1994/05/04	United States
HAPPYLITE			75/266,685	1997/03/31	United States
NUTRALUX	2,275,589	1999/09/07	75/415,630	1998/01/09	United States
ERGOLIGHT			75/415,631	1998/01/09	United States
NATURAL SPECTRUM			75/470,456	1998/04/20	United States
PLANET LIGHT (Stylized)			75/509,390	1998/06/26	United States
PLANET POWER (Stylized)			75/537,726	1998/08/17	United States
NATURAL ALARM CLOCK (Stylized)			75/537,764	1998/08/17	United States
RISE & SHINE			75/563,664	1998/10/01	United States
THE HEALTHY LIGHTING COMPANY					United States

~~Marketing~~ ~~Sub-Addresses~~

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (the "Agreement"), dated December 30, 1997 is made by VHC, Inc. (the "Buyer") and Verilux, Inc. (the "Seller").

WHEREAS, the Buyer desires to purchase all of the assets (the "Assets") of Seller free and clear of any and all liens, claims and encumbrances, pursuant to the terms and conditions set forth herein; and

WHEREAS, the Seller desires to sell and transfer the Assets to the Buyer pursuant to the terms and conditions set forth herein;

NOW THEREFORE, for and in consideration of the mutual promises and covenants hereinafter contained, it is agreed between the Buyer and Seller as follows:

I. PURCHASE OF ASSETS, CONSIDERATION AND PAYMENT.

1.01 Purchase and Sale of Assets. Upon execution hereof and subject to the terms and conditions set forth herein, the Buyer will purchase from the Seller, and the Seller will sell, assign, convey, transfer and deliver to the Buyer good, marketable, valid and legal title to the Assets, subject to all liens, claims or encumbrances affecting or encumbering same (the "Claims"). Buyer shall assume all such Claims and shall hold Seller harmless against same.

1.02 Consideration. The sole consideration for the purchase and sale of the Assets shall be Thirteen Thousand Six Hundred Seventy Five and 18/100 Dollars (\$13,675.18) which shall be payable by the Buyer to the Seller in cash upon execution and delivery hereof, at which time Seller shall deliver or cause to be delivered to the Buyer a Bill of Sale in the form of Exhibit 1.02 annexed hereto.

2. REPRESENTATIONS AND WARRANTIES OF SELLER. The Seller

hereby represents and warrants to the Buyer as follows:

2.01 Execution of Agreement, Etc. The execution and delivery of this Agreement, the documents referred to herein, and the consummation of the transactions contemplated hereunder (a) are within the Seller's power and authority, and (b) do not require the consent of any governmental body, agency or authority or any other person or entity.

2.02 Title to Assets. The performance by the Seller of its obligations hereunder will vest in the Buyer, with warranty of title, all of the right, title and interest in and to the Assets, free and clear of all liens, claims and encumbrances.

2.03 Other Agreements; Options. No agreement exists respecting the sale, pledge, or hypothecation by the Seller of the Assets. There are no options outstanding in favor of the Seller or any third party which, if and when exercised, would permit such person or entity to acquire any or all of its shares of common stock.

2.04 Liens, Encumbrances. Seller represents that the Assets are free and clear of all liens and encumbrances and that Seller's transfer of the Assets to Buyer will not violate any agreement, contract, judgment or law to which Seller may be a party or which may otherwise affect Seller.

3. REPRESENTATIONS AND WARRANTIES OF BUYER. Buyer hereby

represents and warrants to the Seller that the execution and delivery of this Agreement and the consummation of the transactions contemplated herein: (a) are within Buyer's power, (b) do not violate any requirement of law applicable to the Buyer, (c) do not conflict with or result in a breach of, or constitute a default under, any indenture, mortgage, deed of trust, lease, agreement,

or other instrument to which Buyer is a party, and (d) do not require any permits, licenses and governmental authorizations which have not been obtained. This Agreement has been duly executed and delivered by the Buyer and constitutes the legal, valid and binding obligation of the Buyer.

4. CONDITIONS PRECEDENT TO CLOSING.

4.01 Conditions Precedent to Buyer's Obligations: The obligation of Buyer to consummate the transactions contemplated hereby and perform its obligations hereunder on and after the date of the consummation of the transactions contemplated hereby is, at the option of the Buyer, subject to the satisfaction of the following conditions:

(a) Each of the representations and warranties of the Seller contained herein shall be true and correct in all material respects as of the date hereof, except for changes therein permitted or contemplated hereby;

(b) No action or proceeding shall have been instituted or threatened or claim or demand made against the Buyer and/or the Seller, before any court or other governmental body or arbitration tribunal, seeking to restrain or prohibit, or to obtain substantial damages with respect to, the consummation of the transaction contemplated hereby.

4.02 Conditions Precedent to the Seller's Obligation. The obligation of Seller to consummate the transactions contemplated hereby and perform its obligations hereunder on and after the date hereof is, at the option of the Seller, subject to the satisfaction of the following conditions:

(a) Delivery by the Buyer of the consideration set forth in Article 1.02 hereinabove;

(b) The satisfaction of each of the representations and warranties of Buyer contained herein and that same shall be true and correct in all material respects as of the date hereof, except for changes therein permitted or contemplated hereby.

5. MISCELLANEOUS PROVISIONS.

5.01 Further Assurances. Each party hereto agrees to execute and deliver such other documents, agreements or instruments and take such further action as may be reasonably requested by any other party hereto for the implementation of this Agreement and the consummation of the transactions contemplated hereby.

5.02 Notices. Any notices required or permitted hereunder shall be sufficiently given if in writing and personally delivered or by telecopy or courier, sent by registered or certified mail, postage prepaid, return receipt requested, addressed as follows or to such other address as the parties shall have given notice of pursuant hereto:

(a) If to the Seller:

Verilux, Inc.
9 Viaduct Road
Stamford, CT 06906
Attention: Mr. Nicholas G. Harmon

with a copy to:

Lev, Berlin & Dale, P.C.
535 Connecticut Avenue
Norwalk, Connecticut 06854
Attention: Duane L. Berlin, Esquire

(b) If to Buyer:

VHC, Inc.
9 Viaduct Road
Stamford, CT 06906
Attention: Mr. Alexander L. Harmon

with a copy to:

Lev, Berlin & Dale, P.C.
535 Connecticut Avenue
Norwalk, Connecticut 06854
Attention: Duane L. Berlin, Esquire

All such notices shall be effective on receipt.

5.03 Entire Agreement. This Agreement (including the schedules and exhibits hereto) represents the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and can be amended, supplemented or changed, and any provision hereof can be waived, only by written instrument making specific reference to this Agreement signed by the party or parties against whom enforcement of any such amendment, supplement, modification or waiver is sought.

5.04 Successors and Assigns; Benefits. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and, except as otherwise provided below, their respective successors and assigns. Nothing contained in this Agreement or in any of the _____ schedules or exhibits hereto is intended to create any rights in any person or entity that is not a party to this Agreement and no person or entity shall be deemed to be a third party beneficiary hereof or thereof.

5.05 Section Headings. The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

5.06 Applicable Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Connecticut, without regard to the principles thereof relating to conflict of law.

5.07 Expenses. Except as otherwise provided herein, whether or not the transactions contemplated hereby are consummated, the parties hereto shall each pay their own respective fees and expenses.

5.08 Severability. If, at any time after the date of the consummation of the transactions contemplated hereby, any provision of this Agreement or the schedules or exhibits shall be held by any court of competent jurisdiction to be illegal, void or unenforceable, such provision shall be of no force and effect, but the illegality or unenforceability of such provision shall have no effect upon and shall not impair the enforceability of any other provision of this Agreement.

5.09 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one of the same instrument. This Agreement may be executed by telecopied signatures with the same effect as original signatures.

5.10 Schedules and Exhibits. All schedules and exhibits referenced herein are incorporated herein and shall be deemed an integral part of this Agreement. In the event that any schedule or exhibit provided for herein is incomplete or has not been prepared and attached

hereto as of the execution and delivery of this Agreement, it shall be a condition precedent to consummation of the transactions contemplated hereby that such schedule or exhibit shall be in form and substance reasonably satisfactory to the party to whom such schedule or exhibit is to be delivered hereunder.

5.11 Mutual Release. Upon the execution hercof and the consummation of the transactions contemplated hereby, each party hereby releases and discharges the other from and against any and all claims, liabilities, causes of action or the like arising out of the transactions contemplated hereby.

VERILUX, INC.

By: 

Its
Hereunto Duly Authorized

VHC, INC.

By: 

Its
Hereunto Duly Authorized

Exhibit 1.02
Bill of Sale

BILL OF SALE

Know All Men By These Presents, that Verilux, Inc. a New York corporation (the "Seller"), for the consideration set forth in that certain Asset Purchase Agreement between VHC, Inc., a Connecticut corporation (the "Buyer") and Seller of even date, received to Seller's full satisfaction from Buyer, does hereby sell, transfer and convey unto the Buyer the property set forth on Exhibit A annexed hereto, free


and clear of all liens, claims and encumbrances, to have and to hold the same to the Buyer and the Buyer's executors, administrators, assigns and successors forever, to the Buyer's and their proper use. And the Seller does, for the Seller's heirs, executors, administrators, successors and assigns covenant and agree with

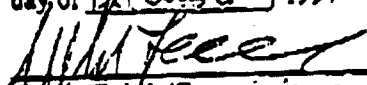
the Buyer to Warrant and Defend said property to the Buyer against all persons whatsoever

In all references herein to any parties, persons, entities or corporations the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of the within instrument may require.

IN WITNESS WHEREOF, the Seller has signed and sealed this instrument and has caused these presents to be signed by a duly authorized officer and its corporate seal to be hereto affixed this 30th day of December 1997.

VERILUX INC.

By 
IS
Hereunto Duly Authorized

Sworn to before me this 30th
day of December, 1997

Notary Public/Commissioner
of the Superior Court