

To the Honorable Commissioner of Pa



ched original documents or copy hereof.

dress of receiving party(ies):

1. Name of conveying party(ies):
 Middle States Management Corp.
 Walker Pharmacal Co.
 Luyties Pharmacal Co.
 Manola Co.

2-14-02

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State Missouri

101999818

Name: Walker Laboratories, Inc.
 Address: 4200 Laclede Avenue
St. Louis, Missouri 63108

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

02-14-2002
 U.S. Patent & TMOs/TM Mail Rcpt Dt. #58

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other: Corrective Recordation of Purchase Asset Agreement with General Assignment to correct name of assignee and execution date. Incorrectly recorded at Reel 1535 Frame 0438. Assignor hereby confirms the assignment of the entire interest.
 Execution Date: October 12, 1995

If assignee is not domiciled in the United States, a domestic representative designation is attached:
 Yes No
 (Designations must be a separate document from Assignment)
 Additional name(s) & addresses attached?
 Yes No

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

0,642,509 (YELLOLAX)

Additional Numbers attached? Yes No

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

Name: Mark N. Mutterperl
 Internal Address: Fulbright & Jaworski L.L.P.
 Street Address: 666 Fifth Avenue
 City: New York State: NY Zip: 10103

6. Total number of applications and registration involved: 1

7. Total fee (37 CFR 3.41) \$ \$40.00
 Enclosed
 Authorized to be charged to deposit account in the event of insufficiency of check.

8. Deposit account number:
[NUMBER] 50.0624-Order No. 09801913-stdh

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

DO NOT USE THIS SPACE

03/01/2002 LMUELLER 00000143 0642509

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40.00 OP

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.

Mark N. Mutterperl
Name of Person Signing

[Signature]
Signature

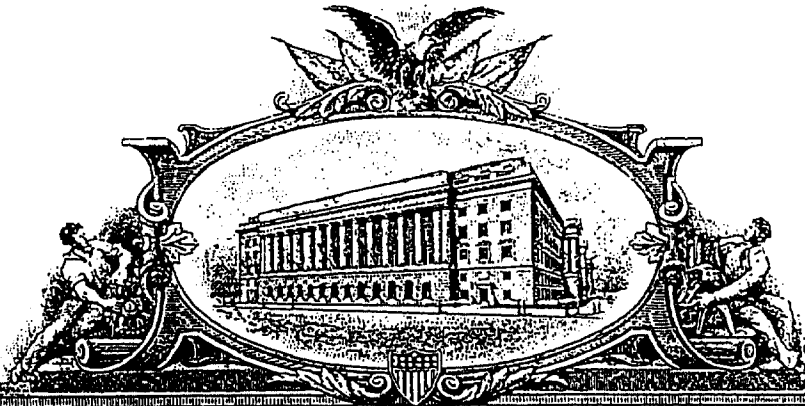
February 12, 2002
Date

Total number of pages including cover sheet and attachments

OMB No. 0651-0011 (exp. 4/94)

[Handwritten mark]

TS 491390



THE UNITED STATES OF AMERICA

TO ALL TO WHOM THESE PRESENTS SHALL COME:

UNITED STATES DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

November 13, 2001

THIS IS TO CERTIFY THAT ANNEXED IS A TRUE COPY FROM THE
RECORDS OF THIS OFFICE OF A DOCUMENT RECORDED ON
December 10, 1996.

By Authority of the
COMMISSIONER OF PATENTS AND TRADEMARKS



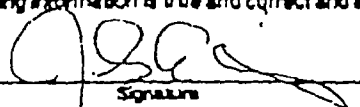
P. Swain
P. SWAIN
Certifying Officer

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FILED 12-9-96

12-10-1996

481-110 U82-300

FORM PTO-1084 11-95 MRD 12/10/96 RECORDATION TRADE Fall savings 40%		DEPARTMENT OF COMMERCE Patents and Trademarks Office 1,155,235 100321885 100321885	
To the Honorable Commissioner of Patents and Trademarks			
1. Name of conveying party(ies): Middle States Management Corp. Walker Pharmacal Co. Luyties Pharmacal Co. Manola Co. <input type="checkbox"/> Individual(s) <input type="checkbox"/> General Partnership <input checked="" type="checkbox"/> Corporation-State (MO) <input type="checkbox"/> Other Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No		2. Name and address of recipient(ies): Name: <u>Standard Homeopathic Co.</u> Internal Address: <u>210 West 131st Street</u> Street Address: City: <u>Los Angeles</u> State: <u>CA</u> ZIP: <u>90061</u> <input type="checkbox"/> Individual(s) citizenship <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <u>Nevada</u> <input type="checkbox"/> Other If assignee is not domiciled in the United States, a domestic representative designation is attached? <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from Assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No	
3. Nature of conveyance: <input type="checkbox"/> Assignment <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Other <input type="checkbox"/> Merger <input type="checkbox"/> Change of Name <u>Asset purchase</u> Execution Date: <u>10/12/95</u>			
4. Application number(s) or registration number(s): A. Trademark Application No.(s)		B. Trademark registration No.(s) <u>1,155,235</u> <u>1,081,488</u> Additional numbers attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (see attached)	
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Fernando R. Laquarda</u> Internal Address: <u>Suite 900</u> <u>701 Pennsylvania Ave. N.W.</u> Street Address: City: <u>Washington</u> State: <u>DC</u> ZIP: <u>20004</u>		6. Total number of applications and registrations involved: <u>13</u> 7. Total fee (37 CFR 3.41): \$ <u>340.00</u> <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: (Attach duplicate copy of this page if paying by deposit account)	
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. <u>Jack E. Craig</u> Name of Person Signing  Signature <u>12/10/96</u> Date Total number of pages comprising cover sheet: <input type="text"/>			
OMB No. 081-0211 (Rev. 4/94)			

Mail documents to be recorded with required cover sheet information to:

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

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Recordation Form Cover Sheet
Item No. 4, cont.)

From: Middle States Management Corp.
Walker Pharmacal Co.
Luyties Pharmacal Co.
Mancla Co.

To: Standard Homeopathic Co.

Registration No.
1,448,097 ✓
1,110,742
1,084,476
800,204
567,686
435,734
1,189,725
1,081,487
1,627,937
1,081,489
642,509

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ASSET PURCHASE AGREEMENT

THIS AGREEMENT is made and entered into as of the 12th day of October, 1995, between MIDDLE STATES MANAGEMENT CORPORATION ("Middle States"), a Missouri corporation, WALKER PHARMACAL COMPANY ("Walker"), a Missouri corporation, LUYTIES PHARMACAL COMPANY ("Luyties"), a Missouri corporation, and MANOLA COMPANY ("Manola"), a Missouri corporation (collectively hereinafter as "Seller" or "Sellers"), and STANDARD HOMEOPATHIC COMPANY, INC. ("Standard"), a Nevada corporation, and WALKER LABORATORIES, INC. ("WLI"), a Missouri corporation (jointly hereinafter as "Purchaser" or "Purchasers").

RECITALS

WHEREAS, Middle States Management Corporation is a Missouri corporation that has among its assets a building known by the street address of 4200 Laclede Avenue, City of St. Louis, Missouri, and the registration of the names NuAge Laboratories, Luyties Pharmacal Company and Walker Pharmacal Company; and

WHEREAS, Manola Company is a Missouri corporation and a wholly-owned subsidiary of Middle States Management Corporation. Manola has among its assets registration with various governmental authorities to manufacture and distribute drug products, the equipment and fixtures necessary to produce drug products, and the inventory of packaging supplies and raw material needed to produce drug products; and

WHEREAS, Walker Pharmacal Company is a Missouri corporation that acts as a sales agent to sell several brands of drug products manufactured primarily by Manola Company. Among Walker Pharmacal's assets are customer lists and accounts receivable. Walker Pharmacal is a wholly-owned subsidiary of Middle States Management Corporation; and

WHEREAS, Luyties Pharmacal Company is a Missouri corporation whose primary asset is real estate in the City of St. Louis consisting of a building known as 4225 Laclede and a vacant lot contiguous thereto fronting on West Pine Avenue; and

WHEREAS, Standard Homeopathic Company, Inc. is a Nevada corporation and the parent company of Walker Laboratories, Inc.; and

WHEREAS, Walker Laboratories, Inc. is a Missouri corporation and a wholly-owned subsidiary of Standard Homeopathic Company, Inc.; and

WHEREAS, Seller is in the business of manufacturing and packaging of homeopathic and other remedies for private label as

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ASSET PURCHASE AGREEMENT

THIS AGREEMENT is made and entered into as of the _____ day of October, 1995, between MIDDLE STATES MANAGEMENT CORPORATION ("Middle States"), a Missouri corporation, WALKER PHARMACAL COMPANY ("Walker"), a Missouri corporation, LUYTIES PHARMACAL COMPANY ("Luyties"), a Missouri corporation, and MANOLA COMPANY ("Manola"), a Missouri corporation (collectively hereinafter as "Seller" or "Sellers"), and STANDARD HOMEOPATHIC COMPANY, INC. ("Standard"), a Nevada corporation, and WALKER LABORATORIES, INC. ("WLI"), a Missouri corporation (jointly hereinafter as "Purchaser" or "Purchasers").

RECITALS

WHEREAS, Middle States Management Corporation is a Missouri corporation that has among its assets a building known by the street address of 4200 Laclede Avenue, City of St. Louis, Missouri, and the registration of the names NuAge Laboratories, Luyties Pharmacal Company and Walker Pharmacal Company; and

WHEREAS, Manola Company is a Missouri corporation and a wholly-owned subsidiary of Middle States Management Corporation. Manola has among its assets registration with various governmental authorities to manufacture and distribute drug products, the equipment and fixtures necessary to produce drug products, and the inventory of packaging supplies and raw material needed to produce drug products; and

WHEREAS, Walker Pharmacal Company is a Missouri corporation that acts as a sales agent to sell several brands of drug products manufactured primarily by Manola Company. Among Walker Pharmacal's assets are customer lists and accounts receivable. Walker Pharmacal is a wholly-owned subsidiary of Middle States Management Corporation; and

WHEREAS, Luyties Pharmacal Company is a Missouri corporation whose primary asset is real estate in the City of St. Louis consisting of a building known as 4225 Laclede and a vacant lot contiguous thereto fronting on West Pine Avenue; and

WHEREAS, Standard Homeopathic Company, Inc. is a Nevada corporation and the parent company of Walker Laboratories, Inc.; and

WHEREAS, Walker Laboratories, Inc. is a Missouri corporation and a wholly-owned subsidiary of Standard Homeopathic Company, Inc.; and

WHEREAS, Seller is in the business of manufacturing and packaging of homeopathic and other remedies for private label as

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well as sale of product brands, which is referred to herein as the "Business;" and

WHEREAS, Seller desires to sell certain assets of the Business (the "Purchased Assets"), and Purchaser desires to purchase the Purchased Assets, all on the terms and subject to the conditions contained in this Agreement.

AGREEMENTS

NOW, THEREFORE, in consideration of the mutual covenants, agreements, representations and warranties contained in this Agreement, the parties agree as follows:

ARTICLE I PURCHASE AND SALE OF ASSETS

1.1 Agreement to Purchase and Sell. On the terms and subject to the conditions contained in this Agreement, Purchaser agrees to purchase from Seller, and Seller agrees to sell, convey, transfer, assign and deliver to Purchaser, all of the Purchased Assets. The Purchased Assets shall be sold to Purchaser free and clear of any liens, title claims, encumbrances or security interests except as hereinafter reflected on corresponding Exhibits.

1.2 Enumeration of Purchased Assets. The Purchased Assets shall be the assets of Seller, described as the following items:

(a) All equipment, furniture and fixtures (the "Equipment") listed on Exhibit 1.2(a) attached hereto and incorporated by reference.

(b) All inventory of Manola (the "Inventory") listed on Exhibit 1.2(b) attached hereto and incorporated by reference.

(c) All telephone numbers, all facsimile numbers and all 800 telephone numbers of Seller. Specifically 314 area code, 533-9600, 535-9600, 652-8080, 535-8080 and 800-325-8080 (excluding 314-289-9200, 800-971-8080, and 314-535-8888).

(d) All contracts, license agreements, distribution agreements, service agreements, supply agreements, franchise agreements and technical service agreements listed on Exhibit 1.2(d) attached hereto and incorporated by reference.

(e) All customer lists, customer records and information; and supplier lists, supplier records and information.

(f) Intellectual Property which include the names "Walker Pharmacal Company," "Luyties Pharmacal Company," "Manola Company" and any goodwill related thereto, and all trade names and trade marks listed on Exhibit 1.2(f) attached hereto and incorporated by reference.

(g) Such other assets as Seller and Purchaser may agree to include as a Purchased Asset.

(h) All other assets not specifically excluded in Asset Walk-Through Videotape. A copy of such tape, referred to as Exhibit 1.2(h), is transmitted herewith and incorporated by reference.

1.3 Excluded Assets. Notwithstanding Sections 1.1 and 1.2, the Purchased Assets shall not include the following assets of Seller (the "Excluded Assets"):

(a) All cash on hand and in banks, cash equivalents and investments;

(b) All trade, notes or accounts receivables and any other sums due and owing to Seller whatsoever;

(c) All claims and rights against third parties arising before the close of business on the Closing Date;

(d) All of Sellers' corporate books and records, including without limitation their corporation charters, minute and stock record books, income tax returns, corporate seals, checkbooks and canceled checks, and such other books and records relating to the organization, existence or capitalization of Sellers, if any;

(e) Seller's rights under this Agreement;

(f) The assets not explicitly listed in Section 1.2 above and explicitly excluded in the Asset Walk-Through Videotape, Exhibit 1.2(h).

ARTICLE II ASSUMPTION OF LIABILITIES

2.1 Agreement to Assume. At the Closing (as herein defined), Purchaser shall assume and agree to discharge and perform the following (and only the following liabilities of Seller) (the "Assumed Liabilities"):

(a) Liabilities of Seller under any written purchase order, sales order, which was made in the ordinary course of

business, to the extent such liabilities relate to performance after the Closing Date;

(b) The liabilities, if any, described on Exhibit 2.1(b).

(c) It is expressly understood and agreed that Purchaser shall not be liable for any of the obligations or liabilities of Seller of any kind and nature other than those specifically assumed by Purchaser under this Article II.

ARTICLE III
PURCHASE PRICE, MANNER OF PAYMENT AND CLOSING

3.1 Purchase Price. The purchase price of the Purchased Assets (the "Purchase Price") shall be as follows:

(a) A down payment of Three Hundred Thousand Dollars (\$300,000.00) due on October 12, 1995, the date of Closing.

(b) Thereafter, on or before each September 15th for the years 1996, 1997, 1998, 1999 and 2000, One Hundred Fifty Thousand Dollars (\$150,000.00) each year.

(c) Two Hundred (200) shares 5.65% Convertible Preferred Stock of 1995 of Standard (the "Preferred Stock") in conformance with Certificate of Amended Articles of Incorporation and Preferred Stock Purchase Agreement attached hereto as Exhibit 3.1(c).

3.2 Time and Place of Closing. The transaction contemplated by this Agreement shall be consummated (the "Closing") at 1:00 p.m. at the office of Reid, Murphy & Tobben, L.L.C., 1401 South Brentwood Boulevard, Suite 550, St. Louis, Missouri 63144 on Thursday, October 12, 1995, or on such other date, or at such other time, as shall be mutually agreed upon by Seller and Purchaser; provided, however, that the date of the Closing shall be automatically extended from time to time for so long as any of the conditions set forth in Article VI shall not be satisfied or waived, subject, however, to the provisions of Section 9.1. The date on which the Closing occurs in accordance with the preceding sentence is referred to in this Agreement as the "Closing Date." The Closing shall be deemed to be effective as of 11:59 p.m. on the Closing Date at St. Louis, Missouri.

3.3 Manner of Payment of the Purchase Price. At the Closing Purchaser shall pay the first installment of Purchase Price payable to Middle States Management Corporation in the amount of Three Hundred Thousand Dollars (\$300,000.00) by means of a cashier's check or a wire transfer (routing number 4-3/810) deposited to Middle States Management Corporation's account

no. 081 000032-340101019422 at Boatmen's National Bank, St. Louis, Missouri. Receipt of such transfer shall be evidenced by Purchaser providing Seller its fed wire reference number from the originating financial institution to be received and acknowledged no later than 3:00 p.m. C.D.T. on October 12, 1995. The Preferred Stock shall be executed and delivered at Closing. The balance of Purchase Price shall be received on or before September 15th each year by means of a certified check or cashier's check payable to Middle State Management Corporation and sent to P.O. Box 8088, St. Louis, Missouri 63156, or the address as specified subsequently.

3.4 Closing Deliveries. At the Closing, the parties shall execute and deliver such bills of sale, assignments, assumption agreements, closing certificates, searches, Consultant and Non-Compete Agreement, and such other documents as are reasonably required in order to effectuate the consummation of the transaction contemplated hereby. All documents to be delivered by a party shall be in form and substance reasonably satisfactory to both parties.

3.5 Consultant and Non-Compete Agreement. Purchaser agrees to employ Forrest J. Murphy pursuant to a Consultant and Non-Compete Agreement, in form and substance attached hereto as Exhibit 3.5 (the "Consultant and Non-Compete Agreement").

3.6 Lease Agreement. Purchaser agrees to lease the premises at 4200 Laclede Avenue, St. Louis, Missouri 63108, pursuant to Lease Agreement in form and substance attached hereto as Exhibit 3.6 (the "Lease Agreement").

3.7 Royalty Agreement. Purchaser agrees to pay royalties pursuant to a Royalty Agreement, in form and substance attached hereto as Exhibit 3.7 (the "Royalty Agreement").

3.8 IRS Form 8594. Seller and Purchaser agree to execute IRS Form 8594 at Closing to reflect the allocation of the Purchase Price of the Purchased Assets, in a manner consistent with the allocations reflected in Exhibit 3.8 (the "Allocation Schedule").

ARTICLE IV REPRESENTATIONS AND WARRANTIES

4.1 Purchaser's Representations and Warranties. Purchaser represents and warrants to Seller that:

(a) Standard is a corporation duly organized, existing and in good standing, under the laws of the State of Nevada, and WLI is a corporation duly organized, existing and in good standing, under the laws of the State of Missouri.

(b) Purchaser has full power and authority to enter into and perform this Agreement and all documents and instruments to be executed by Purchaser pursuant to this Agreement (collectively, "Purchaser's Ancillary Documents"). This Agreement has been, and Purchaser's Ancillary Documents will be, duly executed and delivered by duly authorized officer(s) of Purchaser, and have been duly authorized by all necessary corporate action on the part of Purchaser. No approvals or consents of any persons other than Purchaser and their shareholders are necessary.

(c) Neither the execution and delivery of this Agreement and Purchaser's Ancillary Documents to Seller, nor the consummation by Purchaser of the transaction contemplated hereby, will conflict with or result in a breach of any of the terms, conditions or provisions of Purchaser's Articles of Incorporation or By-Laws, or other contract, or of any statute or administrative regulation, or of any order, writ, injunction, judgment or decree of any court or any governmental authority or of any arbitration award.

(d) Neither Purchaser, nor any of its Affiliates, has dealt with any person or entity who is or may be entitled to a broker's commission, finder's fee, investment banker's fee or similar payment for arranging the transaction contemplated hereby or introducing the parties to each other.

(e) To the best of Purchaser's knowledge, the representations and warranties of Purchaser in this Agreement do not omit to state a material fact necessary in order to make the representations, warranties or statements contained herein not misleading.

(f) To the best of Purchaser's knowledge, the copies of all documents furnished by Purchaser to Seller pursuant to the terms of this Agreement are complete and accurate.

4.2 Seller's Representations and Warranties. Seller represents and warrants to Purchaser that:

(a) All Sellers are corporations duly organized, existing and in good standing, under the laws of the State of Missouri. All Sellers have all necessary corporate power and authority to conduct the Business as the Business is now being conducted.

(b) All Sellers have full corporate power and authority to enter into and perform this Agreement and all documents and instruments to be executed by Seller pursuant to this Agreement (collectively, "Seller's Ancillary Documents"). This Agreement has been, and Seller's Ancillary Documents will be, duly executed and delivered by duly authorized officer(s) of Seller, and have been duly authorized by all necessary corporate

action on the part of Seller. No approvals or consents of any persons other than Sellers and their shareholders are necessary.

(c) Neither the execution and delivery of this Agreement and Seller's Ancillary Documents to Purchaser, nor the consummation by Seller of the transaction contemplated hereby, will conflict with or result in a breach of any of the terms, conditions or provisions of any of Sellers' Articles of Incorporation or By-Laws, or of any statute or administrative regulation, or of any order, writ, injunction, judgment or decree of any court or any governmental authority or of any arbitration award.

(d) Seller has good and marketable title to, and the corporate power to sell, the Purchased Assets, free and clear of any liens, claims, encumbrances and security interests, except for liens for non-delinquent taxes and for purchase money security interest agreements authorized herein. As of Closing, no unreleased chattel mortgage, security agreement, financing statement or other instrument encumbering any of the Purchased Assets will have been recorded, filed, executed or delivered, except as provided herein in Exhibits 1.2(a) and 1.2(b).

(e) Seller is not a party to, or bound by, any unexpired, undischarged or unsatisfied written or oral contract, agreement, indenture, mortgage, debenture, note or other instrument under the terms of which performance by Seller according to the terms of this Agreement will be in default or constitute an event of acceleration, or whereby timely performance by Seller according to the terms of this Agreement may be prohibited, prevented or delayed.

(f) There is no litigation or proceeding, in law or in equity, and there are no proceedings or governmental investigations before any commission or other administrative authority, pending, or, to the best of Seller's knowledge, threatened, against Seller, or with respect to the consummation of the transaction contemplated hereby, or the use of the Purchased Assets, excepting the City of St. Louis' building inspector requiring installation of an illuminated exit sign, which installation has already been completed, and repair to the exterior of the building, which work is in progress. Furthermore, it should be noted that a waste discharge permit may be required by MSD to be in compliance with E.P.A. regulations.

(g) There are no material claims pending to the best of Seller's knowledge, anticipated or threatened against Seller with respect to the quality of or absence of defects in Seller's products or services.

(h) To the best of Seller's knowledge, the representations and warranties of Seller in this Agreement do not omit to

state a material fact necessary in order to make the representations, warranties or statements contained herein not misleading.

(i) To the best of Seller's knowledge, the copies of all documents furnished by Seller to Purchaser pursuant to the terms of this Agreement are complete and accurate.

(j) Seller has, to the best of its knowledge, filed all federal, state and local tax returns and reports required to be filed in accordance with law, and all such returns and reports are true, complete and accurate. As of Closing, all federal, state and local taxes then due will have been fully paid and satisfied by Seller. There are no present disputes as to taxes of any nature payable by Seller.

(k) To the best of Seller's knowledge, the Purchased Assets, including without limitation all equipment, are sold in good operating condition and repair, ordinary wear and tear excepted, except as indicated in Schedule 4.2(k).

(l) Neither Seller, nor any of its Affiliates, has dealt with any person or entity who is or may be entitled to a broker's commission, finder's fee, investment banker's fee or similar payment for arranging the transaction contemplated hereby or introducing the parties to each other.

(m) Seller is not a party to any collective bargaining agreement nor is it a party to any pending or threatened labor dispute. Exhibit 4.2(m) to this Agreement is a list of all employment contracts and all pension, bonus, profit sharing or other agreements or arrangements providing for employee remuneration or benefits to which Seller is bound. Seller is not in default under any of these agreements.

(n) Exhibit 4.2(n) to this Agreement sets forth an unaudited balance sheet of Seller as of June 30, 1995, together with related unaudited statements of income and retained earnings for the same period, certified by the Certified Public Accountant of Seller as accurately reflecting the financial condition of Seller for that period ("Financial Statement"). The Financial Statement has been prepared in accordance with generally accepted accounting principles consistently followed by Seller throughout the period indicated, and fairly presents the financial position of Seller as of the respective date of the balance sheet included in the Financial Statement and the results of its operations for the respective period indicated.

(o) Since the date of the unaudited balance sheet referred to in paragraph 4.2(n) above, there has not been any transaction by Seller except in the ordinary course of business as conducted on that date or other event or condition of any

character that has or might reasonably have a material and adverse effect on the financial condition, business, assets, liabilities, prospects or operation of Seller.

(p) Exhibit 4.2(p) to this Agreement contains a true schedule of all sale agency contracts and broker or other distributorship agreements. Except as indicated in Exhibit 4.2(p), Seller has no information, nor is aware of any facts indicating that any of these representatives intend to cease doing business with Seller or materially alter the amount of the business they are presently doing with Seller. Seller is not aware of any default or breach by any party to those agreements listed in Exhibit 4.2(p).

(q) To the best of Seller's knowledge, with the exception of a tank for storage of heating oil for the low pressure heating boiler, there are no underground storage tanks located on the real property commonly known as 4200 Laclede Avenue, St. Louis, Missouri, in which any Hazardous Material, as defined below, has been or is being stored, nor has there been any spill, disposal, discharge or release of any Hazardous Material into, upon, from or over that real property or into or upon ground or surface water on that real property; and there are no asbestos-containing materials incorporated into the buildings or interior improvements that are part of that real property, or into other assets of Seller, nor is there any electrical transformer, fluorescent light fixture with ballasts, or other equipment containing PCBs on that real property. As used in this paragraph, "Hazardous Material" means any hazardous or toxic substance, material or waste that is regulated by any federal authority or by any state or local governmental authority where the substance, material or waste is located. The Seller does not claim any absence of any of the aforementioned, but only if they exist they have not been identified. It should be further noted that small quantities of regulated materials may be included in the inventory as raw materials or laboratory supplies such as iron salts and alkaloids.

(r) To the best of Seller's knowledge, the inventories of raw materials, work in process and finished goods (collectively called "Inventories") shown on the consolidated balance sheet of Seller as of June 30, 1995, included in the Financial Statement, consist of items of a quality and quantity usable and saleable in the ordinary course of business by Seller, except for obsolete and slow-moving items and items below standard quality, all of which have been written down on the books of Seller. All items included in the Inventories are the property of Seller, except for sales made in the ordinary course of business since the date of the balance sheet. No items included in the Inventories have been pledged as collateral or are held by Seller on consignment from others. The Inventories shown on all the consolidated balance sheets included in the Financial Statement

are based on quantities determined by physical count or measurement taken within the preceding 12 months, and are valued at the lower of cost (determined on a specific identification basis) or market value and on a basis consistent with that of prior years. At the Closing Date, there will be no material change in the quality or quantity of the Inventories on hand. For purposes of this paragraph, "material change" is defined to mean a reduction in excess of \$25,000.00.

(s) To the best of Seller's knowledge, no personal property used by Seller in connection with its business is held under any lease, security agreement, conditional sales contract or other title retention or security arrangement, or is located other than in the possession of Seller, except that the postage meter is the property of Pitney Bowes, and the shipping system (computer, scale and printers) is the property of United Parcel Service.

(t) To the best of Seller's knowledge, Exhibit 1.2(f) to this Agreement is a schedule of all trade names, trademarks, service marks and copyrights and their registration owned by Seller or in which Seller has any rights or licenses, together with a brief description of each. Seller has no knowledge of any infringement or alleged infringement by others of any such trade name, trademark, service mark or copyright. Seller has not infringed, and is not now infringing, on any trade name, trademark, service mark or copyright belonging to any other person, firm or corporation. Except as set forth in Exhibit 1.2(f), Seller is not a party to any license, agreement or arrangement, whether as licensor, licensee, franchisor, franchisee or otherwise, with respect to any trademarks, service marks, tradenames, or applications for them, or any copyrights Sellers own, or hold adequate licenses or other rights to use, all trademarks, service marks, trade names and copyrights necessary for their respective businesses as now conducted by them (including without limitation those listed in Exhibit 1.2(f)), and that use does not and will not conflict with, infringe on, or otherwise violate any rights of others. Seller has the right to sell or assign to Purchaser all such owned trademarks, trade names, services marks and copyrights, and all such licenses and other rights.

(u) To the best of Seller's knowledge, Exhibit 4.2(u) to this Agreement is a true and complete schedule of all patents, inventions, industrial models, processes, designs and applications for patents owned by Seller or in which it has any rights, licenses or immunities. The patents and applications for patents listed in Exhibit 4.2(u) are valid and in full force and effect and are not subject to any taxes, maintenance fees or actions falling due within 90 days after the Closing Date. Except as set forth in Exhibit 4.2(u), there have been no interference actions or other judicial, arbitration or other adversary proceedings concerning the patents or applications for patents listed in

Exhibit 4.2(u). Each patent application is awaiting action by its respective patent office except as otherwise indicated in Exhibit 4.2(u). The manufacture, use or sale of the inventions, models, designs and systems covered by the patents and applications for patents listed in Exhibit 4.2(u) do not violate or infringe on any patent or any proprietary or personal right of any person, firm or corporation, and Seller has not infringed nor is now infringing on any patent or other right belonging to any person, firm or corporation. Seller is not a party to any license, agreement or arrangement, whether as licensee, licensor or otherwise, with respect to any patent, application for patent, invention, design, model, process, trade secret or formula. Sellers have the right and authority to use and to transfer to Purchaser such inventions, trade secrets, processes, models, designs and formulas as are necessary to enable them to conduct and to continue to conduct all phases of their businesses in the manner presently conducted by them, and that use does not and will not conflict with, infringe on, or violate any patent or other rights of others.

(v) To the best of Seller's knowledge, Exhibit 4.2(v) to this Agreement is a correct and current list of all customers of Seller. Except as indicated in Exhibit 4.2(v), Seller has no information, nor is aware of any facts, indicating that any of these customers intend to cease doing business with Seller or materially alter the amount of the business they are presently doing with Seller.

(w) To the best of Seller's knowledge, Exhibit 4.2(w) to this Agreement is a description of all insurance policies held by Sellers concerning their businesses and properties. All these policies are in the respective principal amounts set forth in Exhibit 4.2(w). Sellers have maintained and now maintains (1) insurance on all their assets and businesses of a type customarily insured, covering property damage and loss of income by fire or other casualty, and (2) adequate insurance protection against all liabilities, claims and risks against which it is customary to insure. Seller is not in default with respect to payment of premiums on any such policy. Except as set forth in Exhibit 4.2(w), no claim is pending under any such policy.

(x) To the best of Sellers' knowledge, Sellers have complied with, and are not in violation of, any applicable federal, state or local statute, law or regulation (including, without limitation, any applicable building, zoning, environmental protection or other law, ordinance or regulation) affecting their properties or the operation of their businesses, except as reflected on Exhibit 4.2(x).

(y) Seller represents that it has no trade secrets or other intangible assets not previously disclosed.

ARTICLE V
CONDUCT PRIOR TO THE CLOSING

5.1 General. Between the date hereof and the Closing Date:

(a) Seller shall give to Purchaser's officers, employees, attorneys, consultants, accountants and lenders reasonable access during normal business hours to all of the properties, books, contracts, documents, accounts, records and personnel of Seller and shall furnish to Purchaser such information as Purchaser may at any time and from time to time reasonably request.

(b) Seller shall obtain all consents required for the assignment of any contract, agreement, purchase order, sales order or other instrument which is to be assigned to Purchaser hereunder and which may be required for such assignment to be effective (the "Consents").

(c) Seller shall carry on the Business in the usual and ordinary course of business, consistent with past practices and shall use its best efforts to preserve its business and the goodwill of its customers, suppliers and others having business relations with Seller and to retain its business organization intact, including keeping available the services of its present employees, representatives and agents, and shall maintain all of its properties in good operating condition and repair, ordinary wear and tear excepted. Seller will not, without Purchaser's consent, enter into any contract or transaction not in the usual course of business.

(d) Without the prior written consent of Purchaser, and without limiting the generality of any other provision of this Agreement, Seller shall not incur or commit to incur any capital expenditures in excess of \$1,000.00 in the aggregate; incur, assume or guarantee any long-term or short-term indebtedness; or enter into any lease; or increase the compensation or benefits payable to any employee, sales agent or representative.

(e) No party shall intentionally perform any act which, if performed, or omit to perform any act which, if omitted to be performed, would prevent or excuse the performance of this Agreement by any party hereto or which would result in any representation or warranty herein contained of said party being untrue in any material respect as if originally made on and as of the Closing Date.

(f) Seller shall receive compensation for all goods and supplies sold before the Closing, regardless of when payment is received. If payment for such work is received by Purchaser after Closing, Purchaser shall forward such proceeds to Seller. Purchaser shall receive all compensation for all goods and

supplies sold thereafter. The Purchaser shall assist in the collection of payments for goods and supplies sold before the Closing and shall remit such collections to the Seller monthly until liquidated.

(g) Seller will not modify, amend, cancel or terminate any of its existing contracts or agreements, or agree to do any of those acts.

(h) Seller will deliver to Purchaser, on or before the Closing Date, a written consent of Seller's shareholders authorizing and approving this transaction.

ARTICLE VI CONDITIONS TO CLOSING

6.1 Conditions to Seller's Obligations. The obligation of Seller to consummate the transaction contemplated hereby is subject to the fulfillment of all of the following conditions on or prior to the Closing Date, upon the non-fulfillment of any of which this Agreement may, at Seller's option, be terminated pursuant to and with the effect set forth in Article IX:

(a) Each and every representation and warranty made by Purchaser shall have been true and correct to the best of its knowledge, when made and shall be true and correct in all material respects as if originally made on and as of the Closing Date.

(b) All obligations of Purchaser to be performed hereunder through, and including on, the Closing Date (including, without limitation, all obligations which Purchaser would be required to perform at the Closing if the transaction contemplated hereby was consummated) shall have been performed.

(c) No suit, proceeding or investigation shall have been commenced or threatened by any governmental authority or private person on any grounds to restrain, enjoin or hinder, or to seek material damages on account of, the consummation of the transaction contemplated hereby.

(d) At Closing, the delivery by Purchaser to Seller of a certificate of an officer that all representations and warranties of Purchaser set forth in this Agreement are true, complete and correct and are made again as of the Closing Date.

(e) At Closing, the delivery to Seller of a certified copy of the Articles of Incorporation and By-Laws of Standard as of the date of Closing satisfactory to Seller, which shall include among the other provisions for the issuance of "the

Preferred Stock" in substantial compliance with the terms reflected on Exhibit 3.1(c).

(f) At Closing, the delivery to Seller of the duly authorized and issued shares of Preferred Stock as described in Exhibit 3.1(c).

(g) At Closing, the delivery to Seller of the Consultant and Non-Compete Agreement, fully executed by Purchaser, in form and substance attached hereto as Exhibit 3.5.

(h) At Closing, the delivery to Seller of the Lease Agreement, fully executed by Purchaser, for the property at 4200 Laclede Avenue, St. Louis, Missouri 63108, in form and substance attached hereto as Exhibit 3.6.

(i) At Closing, the delivery to Seller of the Royalty Agreement, fully executed by Purchaser, in form and substance attached hereto as Exhibit 3.7.

(j) At Closing, the delivery to Seller of the Preferred Stock Purchase Agreement fully executed by Purchaser in form and substance attached hereto as Exhibit 3.1(c).

6.2 Conditions to Purchaser's Obligations. The obligation of Purchaser to consummate the transaction contemplated hereby is subject to the fulfillment of all of the following conditions on or prior to the Closing Date, upon the non-fulfillment of any of which this Agreement may, at Purchaser's option, be terminated pursuant to and with the effect set forth in Article IX:

(a) Each and every representation and warranty made by Seller shall have been true and correct when made and shall be true and correct to the best of their knowledge in all material respects as if originally made on and as of the Closing Date.

(b) All obligations of Seller to be performed hereunder through, and including on, the Closing Date (including, without limitation, all obligations which Seller would be required to perform at the Closing if the transaction contemplated hereby was consummated) shall have been performed.

(c) No suit, proceeding or investigation shall have been commenced or threatened by any governmental authority or private person on any grounds to restrain, enjoin or hinder, or to seek material damages on account of, the consummation of the transaction contemplated hereby.

(d) At Closing, the delivery by Seller to Purchaser of a certificate of an officer that all representations and warranties of Seller set forth in this Agreement are true, complete and correct and are made again as of the Closing Date.

(e) Purchaser receiving all necessary governmental approvals, licenses and permits to conduct its business on Seller's premises. The transfer, issue or re-issue thereof shall be at the expense of the Purchaser. Certain permits or license have required posting of bonds, especially denatured alcohol permit, customs bond, and possibly others. Said bonds remain the property of the Seller; the Purchaser may replace said bond with assets of its own or may buy the assets used for bonds from the Seller.

(f) At Closing, the delivery to Purchaser of the Consultant and Non-Compete Agreement, fully executed by Forrest J. Murphy, in form and substance attached hereto as Exhibit 3.5.

(g) At Closing, the delivery to Purchaser of the Lease Agreement, fully executed by Middle States Management Corporation, for the property at 4200 Laclede Avenue, St. Louis, Missouri 63108, in form and substance attached hereto as Exhibit 3.6.

(h) To the best of Seller's knowledge, during the period from the date of the most recent financial statement to the Closing Date, there shall not have been any material adverse change in the financial condition or the results of operations or Seller and Seller shall not have sustained any material loss or damage to its assets, whether or not insured, that materially affects its ability to conduct a material part of its business.

6.3 Casualty. If, prior to the Closing, any damage to or loss of any of the Purchased Assets occurs due to fire, flood, riot, theft, Act of God or other casualty, the Purchase Price shall be reduced by an amount equal to the reasonably estimated total cost necessary to repair or replace such damage or loss plus the reasonably estimated amount of lost profits arising as a result of such damage or loss. The adjustments in accordance with this Section 6.3 are the exclusive adjustments to be made by reason of any such occurrence for the purposes of this Agreement, and are to be agreed upon by Purchaser and Seller. If the parties cannot reach a mutual agreement on the adjustments, this Agreement shall be null and void. The Purchased Assets shall not include the right to receive any casualty insurance proceeds payable by reason of such insurance.

ARTICLE VII POST-CLOSING AGREEMENTS

7.1 Post-Closing Agreements. From and after the Closing, the parties shall have the respective rights and obligations which are set forth in the remainder of this Article VII.

7.2 Employees. Purchaser shall be obligated to offer employment to all employees of Seller, at their current rate of compensation at the time of Closing and shall provide comparable employee benefits. Ninety (90) days or such time as permitted by law after Closing Purchaser shall be free to terminate any employee at its sole discretion. Prior to the expiration of such ninety (90) day period Purchaser shall terminate an employee only for just cause. The employment experience factor to workers' compensation and unemployment of the Seller will be made available to the Purchaser.

7.3 Payment of Creditors and Suppliers. Seller shall pay all Seller's creditors and suppliers from the closing proceeds, except for Assumed Liabilities as provided for in Article II above. All debts for ongoing charges, such as utility bills, phone bills, insurance, etc. shall be split pro rata, with Seller paying its share of expenses incurred up to the closing Date within seven (7) days of presentation of evidence of the debt by Purchaser. Purchaser is obligated to provide casualty insurance to protect against any loss covering the assets sold herewith. Purchaser is obligated to provide continuing products liability insurance to cover the products manufactured or sold prior to closing. Purchaser shall be obligated to provide general liability insurance. In all cases, the insurance policies of the Purchaser shall name the Seller(s) and protect their interest as they appear. Walker and Manola do hereby agree to indemnify Purchasers from all damages in excess of Purchasers' products liability insurance limits, which Purchasers represent to be \$1,000,000/\$1,000,000, and Purchasers do hereby agree, at a minimum, to maintain at such level. Such indemnification shall apply only to those claims arising from products manufactured prior to closing date and which were sold within printed expiration date on such products.

7.4 Further Assurances. The parties shall execute such further documents, and perform such further acts, as may be necessary to transfer and convey the Purchased Assets to Purchaser, on the terms herein contained, and to otherwise comply with the terms of this Agreement and consummate the transaction contemplated hereby, and to cooperate with one another in Seller's collection of accounts receivable and paying its payables.

7.5 Subsequent Sale of Assets. If the Purchaser sells any income-producing assets sold herein, including product lines or brand names or individual products, except inventory in the ordinary course of business, notwithstanding the Royalty Agreement referenced in paragraph 3.7, Purchaser will continue to pay royalty payments to Seller in the amount of the last royalty payment made immediately prior to sale attributed directly to the particular income-producing asset that was sold for the balance of the years specified in said Royalty Agreement.

7.6 Location of Certain Purchased Assets. The parties acknowledge that certain of the purchased assets are presently located in Seller's warehouse at 4225 Laclede Avenue. Seller agrees that such assets may be stored at such location at no cost to Purchaser, and Purchaser will have access to such warehouse for the purposes of removing such assets as may be needed by Purchaser. All such assets shall be removed from such warehouse on or before December 31, 1995.

ARTICLE VIII INDEMNIFICATION

8.1 General. From and after the Closing, the parties shall indemnify each other as provided in this Article VIII. For the purposes of this Article VIII, each party shall be deemed to have remade all of its representations and warranties contained in this Agreement at the Closing with the same effect as if originally made at the Closing. As used in the Agreement, the term "Damages" shall mean all liabilities, demands, claims, actions or causes of action, regulatory, legislative or judicial proceedings or investigations, assessments, levies, losses, fines, penalties, damages, costs and expenses, including, without limitation reasonable attorneys', accountants', investigators' and experts' fees and expenses, sustained or incurred in connection with the prosecution, defense or investigation of any such claim.

8.2 Indemnification Obligations of Seller. Sellers, jointly and severally, shall defend, indemnify, save and keep harmless Purchaser and its successors and permitted assigns against and from all Damages sustained or incurred by any of them resulting from or arising out of or by virtue of:

(a) Any inaccuracy in or breach of any representation and warranty made by Seller in this Agreement or in any closing document delivered to Purchaser in connection with this Agreement;

(b) Any breach by Seller of, or failure by Seller to comply with, any of its covenants or obligations under this Agreement (including, without limitation, its obligations under this Article VIII);

(c) The failure to discharge when due any liability or obligation of Seller (other than Assumed Liabilities) relating to the Purchased Assets and incurred prior to the Closing Date, or any claim against Purchaser with respect to any liability or obligation or alleged liability or obligation incurred prior to Closing;

(d) Any claims by parties other than Purchaser to the extent caused by acts or omissions of Seller prior to the Closing Date, including, without limitation, claims for Damages which arise or arose out of the Seller's operation of the Business or by virtue of Seller's ownership of the Purchased Assets prior to the Closing Date.

8.3 Purchaser's Indemnification Covenants. Purchasers, jointly and severally, shall defend, indemnify, save and keep harmless Seller and its successors and permitted assigns against and from all Damages sustained or incurred by any of them resulting from or arising out of or by virtue of:

(a) Any inaccuracy in or breach of any representation and warranty made by Purchaser in this Agreement or in any closing document delivered to Seller in connection with this Agreement;

(b) Any breach by Purchaser of, or failure by Purchaser to comply with, any of its covenants or obligations under this Agreement (including, without limitation, its obligations under this Article VIII);

(c) Any claims by parties other than Seller to the extent caused by the acts or omissions of Purchaser after the Closing Date including, without limitation, claims for Damages which arise out of Purchaser's operations of the Business after the Closing Date.

ARTICLE IX EFFECT OF TERMINATION/PROCEEDING

9.1 Right to Terminate. This Agreement and the transaction contemplated hereby may be terminated at any time prior to the Closing by prompt notice given in accordance with Section 10.2 and as follows:

(a) By the mutual written consent of Purchaser and Seller; or

(b) By either of such parties if the Closing shall not have occurred at or before 11:59 p.m. on the 12th day of October, 1995; provided, however, that the right to terminate this Agreement under this Section 9.1(b) shall not be available to any party whose failure to fulfill any material obligation under this Agreement has been the cause of or resulted in the failure of the Closing to occur on or prior to the aforesaid date.

9.2 Remedies. In the event of a breach of this Agreement, the non-breaching party shall not be limited to the remedy of termination of this Agreement, but shall be entitled to pursue

all available legal and equitable rights and remedies, and shall be entitled to recover all of its reasonable costs and expenses incurred in pursuing them (including, without limitation, reasonable attorneys' fees). Such pursuit shall be by arbitration as provided for in Section 10.11 below.

ARTICLE X
MISCELLANEOUS

10.1 Publicity. Except as otherwise required by law, press releases concerning this transaction shall be made only at the option of Purchaser, and no such press releases or other publicity shall state the amount of the Purchase Price.

10.2 Notices. All notices required or permitted to be given hereunder shall be in writing and may be delivered by hand, by facsimile, by nationally recognized private courier, or by United States mail. Notices delivered by mail shall be deemed given three (3) business days after being deposited in the United States mail, postage prepaid, registered or certified mail. Notice delivered by hand, by facsimile, or by nationally recognized private carrier shall be deemed given on the first business day following receipt; provided, however, that a notice delivered by facsimile shall only be effective if such notice is also delivered by hand, or deposited in the United States mail, postage prepaid, registered or certified mail, on or before two (2) business days after its delivery by facsimile. All notices shall be addressed as follows:

If to Seller:

Forrest J. Murphy
President
Middle States Management Corporation
P.O. Box 8088
St. Louis, Missouri 63156
Phone: 314-289-9200

with a copy to:

Jerry J. Murphy
Reid, Murphy & Tobben, L.L.C.
1401 South Brentwood Blvd., Suite 550
St. Louis, Missouri 63144
Phone: 314-961-0400
Fax: 314-961-2726

If to Purchaser:

Jack E. Craig
Standard Homeopathic Company, Inc.
210 West 131 Street
Box 61067
Los Angeles, California 90061
Phone: 213-321-4284
Fax: 310-516-8579

with a copy to:

Raul M. Montes
Greenwald, Hoffman & Meyer
500 North Brand Boulevard, Suite 920
Glendale, California 91203-1904
Phone: 818-507-8100
Fax: 818-507-8484

and/or to such other respective addresses and/or addressees as may be designated by notice given in accordance with the provisions of this Section 10.2.

10.3 Expenses. Each party hereto shall bear all fees and expenses incurred by such party in connection with, relating to or arising out of the execution, delivery and performance of this Agreement and the consummation of the transaction contemplated hereby, including, without limitation, attorneys', accountants' and other professional fees and expenses. The parties expressly acknowledge there are no brokers' fees involved in this transaction.

10.4 Entire Agreement. This Agreement and the instruments to be delivered by the parties pursuant to the provisions hereof constitute the entire agreement between the parties. Each Exhibit shall be considered incorporated into this Agreement. Any amendments or alternative or supplementary provisions to this Agreement must be made in writing and duly executed by an authorized representative or agent of each of the parties hereto.

10.5 Survival; Non-Waiver. All representations and warranties shall survive the Closing regardless of any investigation or lack of investigation by any of the parties hereto. The failure in any one or more instances of a party to insist upon performance of any of the terms, covenants or conditions of this Agreement, to exercise any right or privilege in this Agreement conferred, or the waiver by said party of any breach of any of the terms, covenants or conditions of this Agreement, shall not be construed as a subsequent waiver of any such terms, covenants, conditions, right or privileges, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred. No waiver shall be effective unless it is in writing and signed by an authorized representative of the waiving party.

10.6 Applicable Law. This Agreement shall be governed and controlled as to validity, enforcement, interpretation, construction, effect and in all other respects by the internal laws of the State of Missouri applicable to contracts made in that State.

10.7 Binding Effect; Benefit. This Agreement shall inure to the benefit of and be binding upon the parties hereto, and their successors and permitted assigns. Nothing in this

Agreement, express or implied, is intended to confer on any person other than the parties hereto, and their respective successors and permitted assigns any rights, remedies, obligations or liabilities under or by reason of this Agreement.

10.8 Events of Default. The following are Events of Default: (1) if Purchaser shall be in default of payment of any installment of the Purchase Price as provided in 3.1 above for ten (10) days after notice to Purchaser that same is overdue; or (2) if Purchaser shall be in default in payment of any installment or other obligation due pursuant to any other agreement referenced herein, including but not limited to the Option Agreement, Consultant and Non-Compete Agreement, and Royalty Agreement, for ten (10) days after notice to Purchaser that same is overdue; or (3) if Purchaser, as Tenant under the Lease Agreement (Exhibit 3.6), defaults under the terms of said Lease Agreement; or (4) if Purchaser shall make an assignment of its property for the benefit of creditors; or (5) if Purchaser shall be declared bankrupt or insolvent according to law; or (6) if any bankruptcy or insolvency proceedings shall be commenced against Purchaser and not dismissed within sixty (60) days or be commenced by Purchaser; or (7) if a receiver, trustee or assignee shall be appointed for the whole or any part of the property of Purchaser. On the occurrence of any Event of Default, any and all obligations of Seller pursuant to this Agreement are no longer binding and Seller shall be relieved of any other conditions or obligations contained herein.

10.9 Assignability. This Agreement shall not be assignable by either party without the prior written consent of the other party except as stated above.

10.10 Amendments. This Agreement shall not be modified or amended except pursuant to an instrument in writing executed and delivered on behalf of each of the parties hereto.

10.11 Headings. The heading contained in this Agreement are for convenience of reference only and shall not affect the meaning or interpretation of this Agreement.

10.12 Arbitration. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration by a single arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Any award rendered by the arbitrator pursuant to the terms of this Agreement may be entered as a judgment or order in any state or federal court and may be confirmed within the federal judicial district which includes the residence of the party against whom such an award or order was entered. The arbitrator shall have authority to fashion such just, equitable, and legal relief as he

or she, in his or her sole discretion, may determine. The parties acknowledge that such arbitrator shall have the sole authority to determine whether the issue(s) presented are in fact subject to arbitration, and do hereby waive whatever right they may have had to have such issue(s) determined by a court. All arbitration proceedings shall be conducted in the St. Louis metropolitan area. The duty to arbitrate shall survive the cancellation of this Agreement.

10.13 Counterparts. This Agreement is executed in multiple copies, each copy of which shall be deemed to be an original.

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

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

MIDDLE STATES MANAGEMENT CORPORATION

By: Forrest J. Murphy
Forrest J. Murphy, President

WALKER PHARMACAL COMPANY

By: Forrest J. Murphy
Forrest J. Murphy, President

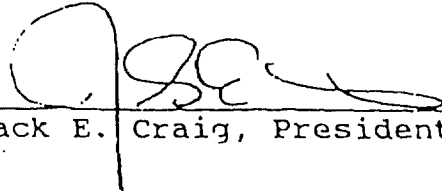
LUYTIES PHARMACAL COMPANY

By: Forrest J. Murphy
Forrest J. Murphy, President

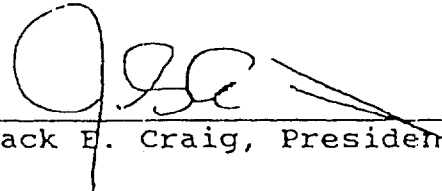
MANOLA COMPANY

By: Forrest J. Murphy
Forrest J. Murphy, President
("Seller")

STANDARD HOMEOPATHIC COMPANY, INC.

By: 
Jack E. Craig, President

WALKER LABORATORIES, INC.

By: 
Jack E. Craig, President
("Purchaser")

GENERAL ASSIGNMENT

For valuable consideration, receipt of which is hereby acknowledged, the undersigned hereby assign and transfer to Walker Laboratories, Inc., a Missouri corporation, all of the undersigned's interest in the following property:

1. All telephone numbers, all facsimile numbers and all 800 numbers of the undersigned. Specifically 314 area code, 533-9600, 535-9600, 652-8080, 535-8080 and 800-325-8080 (excluding 314-289-9200, 800-971-8080 and 314-535-8888).
2. All contracts, license agreements, distribution agreements, service agreements, franchise agreements and technical service agreements listed on Exhibit 1.2(d) attached hereto and incorporated by reference.
3. All customer lists, customer records and information; and supplier lists, supplier records and information.
4. Intellectual Property which includes the names "Walker Pharmaceutical Company," "Luyties Pharmacal Company," "Manola Company" and any goodwill related thereto, and all trade names and trade marks listed on Exhibit 1.2(f) attached hereto and incorporated by reference.
5. All sale agency agreements.

MIDDLE STATES MANAGEMENT CORPORATION

Dated: Oct 12, 1995

By: Forrest J. Murphy
Forrest J. Murphy, President

WALKER PHARMACAL COMPANY

Dated: Oct 12, 1995

By: Forrest J. Murphy
Forrest J. Murphy, President

LUYTIES PHARMACAL COMPANY

Dated: Oct 12, 1995

By: Forrest J. Murphy
Forrest J. Murphy, President

MANOLA COMPANY

Dated: Oct 12, 1995

By: Forrest J. Murphy
Forrest J. Murphy, President

TRADEMARK

REEL: 1535 FR TRADEMARK

REEL: 002452 FRAME: 0258

INDEX TO EXHIBITS

Exhibit 1.2(a)	Equipment
Exhibit 1.2(b)	Inventory
Exhibit 1.2(d)	Contracts and Agreements
Exhibit 1.2(f)	Schedule of Trade Names, Trademarks, Service Marks and Copyrights
Exhibit 1.2(h)	Asset Walk-Through Videotape
Exhibit 2.1(b)	Assumed Liabilities
Exhibit 3.1(c)	Certificate of Amended Articles of Incorporation and Preferred Stock Purchase Agreement
Exhibit 3.5	Consultant and Non-Compete Agreement
Exhibit 3.6	Lease Agreement
Exhibit 3.7	Royalty Agreement
Exhibit 3.8	Allocation Schedule
Exhibit 4.2(k)	Exceptions in Operating Condition of Purchased Assets
Exhibit 4.2(m)	List of Employment Contracts/Agreements
Exhibit 4.2(n)	Balance Sheet Dated June 30, 1995
Exhibit 4.2(p)	Schedule of Sale Agency Agreements
Exhibit 4.2(u)	Patents, Inventions, Industrial Models, Processes, Designs and Applications for Patents
Exhibit 4.2(v)	Customers of Seller
Exhibit 4.2(w)	Insurance Policies
Exhibit 4.2(x)	Applicable Laws

EXHIBIT 1.2(a)
EQUIPMENT

See attached Folder.
None of the Purchased Assets reflected therein
are encumbered and all are owned free and clear.

EXHIBIT 1.2(b)
INVENTORY

See attached Folder.
None of the Purchased Assets reflected therein
are encumbered and all are owned free and clear.

Inventory to be reconciled
with physical inventory of October 13, 1995.

EXHIBIT 1.2(d)
CONTRACTS AND AGREEMENTS

See attached Folder.

EXHIBIT 1.2(f)
SCHEDULE OF TRADE NAMES, TRADEMARKS,
SERVICE MARKS AND COPYRIGHTS

See attached Folder.

It may be noted that Sellers have no copyrights.
It may be further noted that Formur, Inc., a wholly owned
subsidiary of Seller, not a party to this Agreement, has
provided promotional and educational materials to Sellers.

EXHIBIT 1.2 (F)
SCHEDULE OF TRADE NAMES, TRADEMARKS,
SERVICE MARKS AND COPYRIGHTS

TRADEMARK
REEL: 1535 FRAME: 0472

TRADEMARK
REEL: 002452 FRAME: 0264

EIOPLASMA TRADEMARK	LUYTIES PHARMACAL COMPANY REG. NO. 1155235	MAY 26, 1981 RENEWAL 20 YEARS MAY 26, 2001
CELLOIDS TRADEMARK	LUYTIES PHARMACAL COMPANY REG. NO. 1081488	MARCH 4, 1977 RENEWAL 20 YEARS MARCH 4, 1997
CHINA- CINERARIA TRADEMARK plus DESIGN	LUYTIES PHARMACAL COMPANY REG. NO. 302005	OCTOBER 30, 1987 RENEWAL 20 YEARS OCTOBER 30, 2007
CINERARIA TRADEMARK plus DESIGN	LUYTIES PHARMACAL COMPANY REG. NO. 1448097	JULY 21, 1987 RENEWAL 20 YEARS: JULY 21, 2007
DENTABS TRADEMARK	LUYTIES PHARMACAL COMPANY REG. NO. 1110742	MARCH 4, 1977 RENEWAL 20 YEARS MARCH 4, 1997
DONNA LO TRADEMARK	WALKER PHARMACAL COMPANY REG. NO. 1093044	JUNE 13, 1978 EXPIRES 20 YEARS JUNE 13, 2008
HALITONE TRADEMARK	WALKER PHARMACAL COMPANY REG. NO. 1084476	FEBRUARY 7, 1978 RENEWAL 20 YEARS FEBRUARY 7, 1978
HALITOSINE TRADEMARK	LUYTIES PHARMACAL COMPANY REG. NO. 800204	DECEMBER 14, 1985 RENEWAL 20 YEARS DECEMBER 14, 2005
HOMEOPATHIC PRIMER COPYRIGHT	LUYTIES PHARMACAL COMPANY REG. NO. A 826020	APRIL 30, 1976 RENEWAL 20 YEARS APRIL 30, 1996
KALIPRIN TRADEMARK	LUYTIES PHARMACAL COMPANY REG. NO. 98794	AUGUST 4, 1934 EXPIRED 20 YEARS AUGUST 4, 1954
KOLLESOL	LUYTIES PHARMACAL COMPANY REG. NO. #####	
LAXOID TRADEMARK	LUYTIES PHARMACAL COMPANY REG. NO. 434068	NOVEMBER 4, 1967 EXPIRED 20 YEARS NOVEMBER 4, 1987

LUYTIES TRADEMARK	LUYTIES PHARMACAL COMPANY REG. NO. 567686	DECEMBER 9, 1972 EXPIRED 20 YEARS DECEMBER 9, 1992
MANOLA TRADEMARK	LUYTIES PHARMACAL COMPANY REG. NO. 435734	NOVEMBER 1, 1988 RENEWAL 20 YEARS NOVEMBER 1, 2008
NU AGE TRADEMARK	WALKER PHARMACAL COMPANY REG. NO. 1189725	FEBRUARY 16, 1982 RENEWAL 20 YEARS FEBRUARY 16, 2002
PHYTOLINE TRADEMARK	WALKER PHARMACAL COMPANY REG. NO. 1081487	JANUARY 10, 1978 EXPIRED 20 YEARS JANUARY 10, 1998
PIX-CRESOL TRADEMARK	JULIUS C. WISE REG. NO. 42745	APRIL 18, 1904 EXPIRED 20 YEARS APRIL 18, 1924
PRID SALVE TRADEMARK	LUYTIES PHARMACAL COMPANY REG. NO. 1627937	DECEMBER 18, 1990 RENEWAL 20 YEARS DECEMBER 18, 2010
RHEUMA SOLVENS TRADEMARK	LUYTIES PHARMACAL COMPANY REG. NO. 1081489	JANUARY 10, 1978 RENEWAL 20 YEARS JANUARY 10, 2008
YELLOWLAX TRADEMARK	LUYTIES PHARMACAL COMPANY REG. NO. 642509	MARCH 12, 1977 RENEWAL 20 YEARS MARCH 12, 1997

EXHIBIT 1.2(h)
ASSET WALK-THROUGH VIDEOTAPE

Copy available for viewing at Purchaser's request.

EXHIBIT 2.1(b)
ASSUMED LIABILITIES

None other than contract and agreements
reflected on Exhibit 1.2(d), and
orders made in ordinary course of business
with performance after Closing Date
as described in Section 2.1(a).

EXHIBIT 3.1(c)
CERTIFICATE OF AMENDED ARTICLES OF INCORPORATION
AND
PREFERRED STOCK PURCHASE AGREEMENT

See attached.

EXHIBIT 3.5
CONSULTANT AND NON-COMPETE AGREEMENT

See attached.

EXHIBIT 3.6
LEASE AGREEMENT

See attached.

EXHIBIT 3.7
ROYALTY AGREEMENT

See attached.

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TRADEMARK
REEL: 1535 FRAME: 0480

TRADEMARK
REEL: 002452 FRAME: 0272

EXHIBIT 3.8
ALLOCATION SCHEDULE

IRS FORM 8594

To be completed during week prior to Closing,
except for items of inventory and goodwill, which
will be completed within five (5) days after Closing.

EXHIBIT 4.2(k)
EXCEPTIONS IN OPERATING CONDITION OF PURCHASED ASSETS

See Remarks in Exhibit 1.2(a) (Equipment).
Also see Remarks in Exhibit 1.2(h)
(Asset Walk-Through Video Tape).

EXHIBIT 4.2(m)
LIST OF EMPLOYMENT CONTRACTS/AGREEMENTS

Seller has no written Employment Agreement
with any of its Employees.

There are three independent contractors utilized by Seller.
They are Ron Ingino, Emil Benz and Gary Sawyer.
None of these individuals have a written agreement with Seller.

A copy of the Summary Plan Description
for the Pension Plan is attached.

Medical Benefit Plan has been previously disclosed.

EXHIBIT 4.2(n)
BALANCE SHEET DATED JUNE 30, 1995

See attached.

EXHIBIT 4.2(p)
SCHEDULE OF SALE AGENCY AGREEMENT

See attached Folder.
Seller has no written Sales Agency Agreements.

EXHIBIT 4.2(u)
PATENTS, INVENTIONS, INDUSTRIAL MODELS,
PROCESSES, DESIGNS AND APPLICATIONS FOR PATENTS

None.

EXHIBIT 4.2(v)
CUSTOMERS OF SELLER

Customer List is available on disk(s).
Contains over 10,000 names.
It is suggested Purchaser review same
at 4200 Laclede prior to Closing.

EXHIBIT 4.2(w)
INSURANCE POLICIES

See attached Folder.

EXHIBIT 4.2(x)
APPLICABLE LAWS

None other than as reflected in Section 4.2(f).