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FORM PTO-1594
(Rev. 6-93)
OMB No. 0651-0011 (exp. 4/94)

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FINANCE SECTION

To the Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies): Genzyme Corporation</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State of Massachusetts <input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>3. Nature of conveyance:</p> <p><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p> <p>Execution Date: July 1, 1998</p>	<p>2. Name and address of receiving party(ies)</p> <p>Name: VitaPure, Ltd. Internal Address: Street Address: 37 Hollands Road Haverhill, Suffolk, England</p> <p><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- Great Britain <input type="checkbox"/> Other _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> yes <input checked="" type="checkbox"/> no (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
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4. Application number(s) or registration number(s):

A. Trademark Application No.(s)	B. Trademark Registration No.(s) 2,086,457 and 2,046,687
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Additional numbers attached? Yes No

<p>5. Name and address of party to whom correspondence Concerning document should be mailed:</p> <p>Name: David Wolf Address: WOLF, GREENFIELD & SACKS, P.C. Federal Reserve Plaza 600 Atlantic Avenue Boston, MA 02210</p>	<p>6. Total number of applications and registrations involved:..... [2]</p> <p>7. Total fee (37 CFR 3.41).....\$ 65.00 <input checked="" type="checkbox"/> Enclosed</p> <p>8. Deposit Account No. 23/2825</p>
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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.

David Wolf _____ 3/28/02 _____
Name Signature Date

Total number of pages including cover sheet, attachments, and document: [18]

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

04/16/2002 044M01 0000057 2086457
01 40.00 SP
02 25.00 SP

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AGREEMENT

This Agreement is made as of the 1st day of July, 1998 (the "Effective Date"), by and between Genzyme Corporation, a Massachusetts corporation having its principal place of business at One Kendall Square, Cambridge, Massachusetts 02139-1562 USA (hereinafter "GENZYME"), and VitaPure, Ltd., a British company having its principal place of business at 37 Hollands Road, Haverhill, Suffolk, England (hereinafter "VITAPURE").

WHEREAS, GENZYME has adopted and used the marks MELAPURE, MELAPURE & Design, and "Sleeping Man Logo" ("the subject marks") in the United States and other countries of the world, in connection with the marketing and sale of nutritional supplements, vitamins and minerals containing the ingredient Melatonin;

WHEREAS, GENZYME has registered and/or applied to register the subject marks in certain countries;

WHEREAS, VITAPURE is desirous of acquiring from GENZYME all of its right, title and interest in and to said marks and product licenses throughout the world, including the goodwill of the business associated therewith, the trademark registrations and applications therefor, and certain of the assets relating to said business (hereinafter, collectively, the BUSINESS);

WHEREAS, GENZYME is willing to assign same to VITAPURE on the terms and conditions set forth below:

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, it is agreed as follows:

1. GENZYME hereby assigns to VITAPURE all of its right title and interest in and to the marks MELAPURE, MELAPURE & Design (depicted in Schedule A hereto), and "Sleeping Man Logo" (depicted in Schedule B hereto) throughout the world, including the goodwill of the business associated therewith, and including the trademark registrations and applications listed on Schedule C

hereto, and further including the product licenses listed on Schedule E.

2. GENZYME shall execute such additional documents as may be reasonably required to enable VITAPURE to record its ownership of the subject marks in any country, and to effect the transfer of any product licenses, provided that such documents shall be prepared by and filed at the sole expense of VITAPURE.

3. GENZYME hereby assigns to VITAPURE the following additional assets: title to all of GENZYME's inventory, as of the Effective Date, including bulk material for making nutritional supplements, vitamins and minerals containing the ingredient Melatonin and marketed under one or more of the subject marks; and GENZYME's list of distributors in its distributor network, which list is attached as Schedule D hereto.

4. (a) VITAPURE shall pay to GENZYME, on a calendar quarterly basis, the following royalties in connection with products sold under one or more of the subject marks anywhere in

the world during the five years following the Effective Date of this Agreement:

\$0.25 per bottle of finished Melatonin product;

15% of gross sales of Melatonin-containing bulk material;

10% on gross sales of Melatonin-containing tableted product in bulk, where Melatonin constitutes greater than 50% by weight of the total active ingredient.

For purposes of this Agreement, "gross sales" shall mean the gross amount billed, invoiced, or received by VITAPURE or its sublicensee(s) or received by VITAPURE through its distributor(s) on sales of Melatonin-containing finished and bulk product, or any other revenue-producing use of such product pursuant to the assignment of rights hereunder.

(b) Each quarterly payment shall be accompanied by a report in sufficient detail to identify the basis on which the payment was calculated, and shall be made within sixty (60) days of the end of each calendar quarter. VITAPURE shall keep (or cause to be kept) and maintain complete and accurate records of its sales of Melatonin-containing product in accordance with generally accepted accounting procedures. Such records shall be

accessible to an independent auditor selected and paid for by VITAPURE and acceptable to GENZYME, not more than once per year at any reasonable time during business hours within one (1) year after the end of the royalty period to which the records relate, for the purpose of verifying gross sales and any royalty due thereon. Such independent auditor shall disclose to GENZYME only information relating to the accuracy of the records kept and the payments made, and shall be under a duty to keep confidential any other information gleaned from such records. Any adjustment in the amount of royalties due to GENZYME on account of overpayment or underpayment of royalties shall be made immediately upon receipt of the auditor report. If the verification on behalf of GENZYME results in an upward adjustment of greater than 10% of the royalties due to GENZYME for the period of time in question, VITAPURE shall pay any out-of-pocket expenses of GENZYME relating to such verification and a five percent (5%) surcharge on the amount of royalties underpaid.

(c) All payments by VITAPURE to GENZYME pursuant to the terms of this Agreement shall be computed and made in United States dollars.

5. GENZYME shall discontinue all use of the subject marks as of the Effective Date. Notwithstanding, GENZYME shall have the sole right to and ownership of any data, protocols, and information based on clinical trials and/or regulatory submissions relating to therapeutic uses of a melatonin-containing product that GENZYME has conducted or may conduct in the future with respect to any melatonin-containing product.

6. GENZYME shall retain exclusive ownership and possession of the Drug Master File for said products, and shall retain exclusive ownership of the manufacturing process described therein or otherwise developed, owned or licensed by GENZYME. In the future event that VITAPURE requires access to such Drug Master File for any governmental approval purpose, or requires access to the proprietary manufacturing process and know-how of GENZYME (collectively "GENZYME information"), GENZYME agrees to discuss in good faith, to the extent it is legally able to do so, with VITAPURE the terms under which GENZYME information may be provided.

7. GENZYME agrees to make available to VITAPURE, upon its reasonable request, access to toxicology data that may have been generated or prepared by GENZYME with respect to melatonin-containing products prior to the Effective Date of this Agreement. VITAPURE agrees to treat such toxicology data, and any related reports as confidential information of GENZYME, taking precautions, and utilizing the same degree of care it would use with its own information of like importance, to prevent disclosure, directly or indirectly, of all or any of the confidential information of GENZYME to any third party except with the prior written consent of GENZYME, and agrees not to use the information of GENZYME except as may be necessary for purposes of this Agreement. These obligations of confidentiality and non-use shall continue, with respect to the confidential information of GENZYME, for a period of five (5) years from the date hereof. These obligations shall not apply if the confidential information of Genzyme (i) is lawfully obtained after the date of this Agreement by VITAPURE from sources, other than GENZYME, having no obligation of confidentiality to GENZYME,

or (ii) subsequent to disclosure becomes generally available to the public through no fault of VITAPURE.

8. VITAPURE shall not use the name "Genzyme" with products bearing one or more of the subject marks, and will apply substitute labels to any inventory obtained from GENZYME that bears the name "Genzyme". At no time shall VITAPURE be allowed to use the name "GENZYME" for any purpose without the express prior written permission of GENZYME, and the compliance of VITAPURE with such requirements of quality control as may be specified by GENZYME.

9. VITAPURE may not sell the BUSINESS without prior approval of GENZYME. On such sale, GENZYME shall be immediately entitled to 15% of the selling price of the BUSINESS, and the purchaser of the BUSINESS shall be contractually bound to abide by the provisions of Paragraphs 4, 7, 8 and 10 of this Agreement.

10. VITAPURE shall indemnify and hold GENZYME harmless from all damages awarded against, and all expenses incurred by,

GENZYME in connection with any action or proceeding arising out of or related to the marketing and/or sale of products by VITAPURE under one or more of the subject marks.

11. The terms of this Agreement and the negotiations leading up to same shall be maintained in confidence by the parties hereto, and by their respective officers, directors, representatives, attorneys, and agents, unless otherwise agreed by the parties in writing.

12. Notwithstanding anything to the contrary contained in this Agreement, GENZYME MAKES NO REPRESENTATIONS, EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, AND ASSUMES NO RESPONSIBILITIES WHATSOEVER WITH RESPECT TO THE USE, SALE OR OTHER DISPOSITION BY VITAPURE OF THE MELATONIN PRODUCT AND THE BUSINESS DESCRIBED HEREIN. ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY EXCLUDED. IN NO EVENT SHALL GENZYME BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES, INCLUDING LOST


PROFITS, SUSTAINED OR INCURRED IN CONNECTION WITH THE USE AND SALE OF THE MELATONIN PRODUCT AND THE BUSINESS DESCRIBED HEREIN.

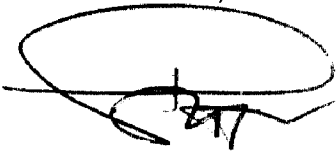
13. The terms and obligations of this Agreement shall apply to and bind VITAPURE and any of its subsidiaries or affiliates.

14. This Agreement represents the entire Agreement between the parties regarding the subject matter hereof, and supersedes all prior agreements and understandings relating thereto. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts, without application of conflicts of laws principles.

Genzyme Corporation

VitaPure, Ltd.


By: _____
10-23-98
Title: Senior VP Operations


By: _____
Title: Mandy DeLoraine
20/10/98

MELAPURE:

MELAPURE

MELAPURE AND DESIGN:

USA

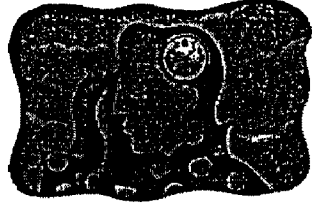
EPC

MELAPURE



SCHEDULE B

SLEEPING MAN LOGO:



SCHEDULE C

TRADEMARKS FOR MELAPURE, MELAPURE AND DESIGN
AND SLEEPING MAN LOGO

<u>TRADEMARK NAME</u>	<u>COUNTRY</u>	<u>REGIS/APPLN. NO.</u>
Melapure	USA	2,086,457 (Reg.)
Melapure and Design	USA	2,046,687 (Reg.)
Melapure	EPC	000301481 (Appln.)
Melapure & Design	EPC	000301507 (Appln.)
Sleeping Man Logo	Hong Kong	B09795 (Reg.)
Sleeping Man Logo	Japan	4,156,955 (Reg.)
Sleeping Man Logo	Korea	393446 (Reg.)
Sleeping Man Logo	Philippines	96/116505 (Appln.)
Sleeping Man Logo	P. Rep. China	1142661 (Reg.)
Sleeping Man Logo	Singapore	Appln. No. Pending
Sleeping Man Logo	Taiwan	802886
Sleeping Man Logo	Thailand	315150 (Appln.)

SCHEDULE D

Two pages entitled "MelaPure™ Distributors" follow:

MelaPure™ Distributors

Country	Distributor
Asia/Pacific	
Australia	Pearce Pharmaceuticals
China	Naturest
Hong Kong	Naturest
India	Micro-Labs
Korea	Intersprings
Malaysia	Bio-Life
Pakistan	Mason
Philippines	Zuellilg
Singapore	BioLife
Thailand	Medicap
Taiwan	Giraffes
Vietnam	Medicap
Middle East	
Bahrain	Just William
Cyprus S.	Kayat Trading
Egypt	Health Commodities International (HCI)
Israel	Signet
Jordan	HCI
Kuwait	Al Mufid Ph
Lebanon	Phenicia
Oman	Thaiba Group
Qatar	Barzan
Saudi Arabia	Jamadeh Ph
Syria	Al Qasmi Drug Store
Turkey	Karadeniz
UAE	New Med. Ctr.
Yemen	Yemen Drugs
Eastern Europe	
Albania	KRKA
Bulgaria	KRKA
Czech Republic	Beril
Hungary	Pharma Cross
Macedonia	M & D Comm.
Poland	KRKA
Romania	Trading Company
Russia	Kayat Trading
Slovakia	KRKA
Slovenia	KRKA
Yugoslavia	ZM Commerce

MelaPure™ Distributors

Western Europe

Finland	Tam Drug OY
Greece	Vianex
Malta	Pro-Health
Portugal	Productos Dieteticos
Switzerland	Herzog

Africa

Kenya	Apple Pharm
Zambia	Apple Pharm

Central & South America

Colombia	Alvarez
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SCHEDULE E

PRODUCT LICENSES

Product License Approvals for MelaPure Melatonin

Russian Federation License Number 009580 Dated July 8, 1997

Ukraine License Number 2173 Dated April 25, 1997

Hungary License Number OGYI-666/1997 Dated December 1998
(approximately)

United Arab Emirates License Number 370/97 Dated June 28, 1997

Yugoslavia License Number 033-4902/96 Dated July 8, 1996

People's Republic of China approved, awaiting documents

India approved, awaiting documents

Philippines approved, awaiting documents

Hong Kong as Dietary Supplement

Singapore as Dietary Supplement

Italy as Dietary Supplement

Malta as Dietary Supplement

Romania as an Over the Counter drug