

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005)	<b>RECORDATION FORM COVER SHEET</b> <b>TRADEMARKS ONLY</b>	<b>US DEPARTMENT OF COMMERCE</b> <b>US Patent and Trademark Office</b>
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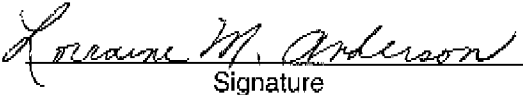
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents of copy thereof.

<p>1. Name of conveying party(ies):</p> <p style="padding-left: 40px;">Roche Vitamins Inc. 45 Waterview Boulevard Parsippany, NJ 07054</p> <p><input type="checkbox"/> Individual                      <input type="checkbox"/> Association  <input type="checkbox"/> General Partnership        <input type="checkbox"/> Limited Partnership  <input checked="" type="checkbox"/> Corporation – DE  <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. Name and address of receiving party(ies):</p> <p style="padding-left: 40px;">ViTech Enterprises, Inc. 138 Old Ridge Road Bloomington, NJ 07403</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 – NJ  <input type="checkbox"/> Other _____</p> <p>If assignee is not domiciled in the US, 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) &amp; address(es) attached? <input type="checkbox"/> Yes <input 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: <u>April 21, 2003</u> effective <u>1/1/03</u></p>	

<p>4. Application number(s) or registration number(s):</p> <table style="width:100%;"> <tr> <td style="width:50%;">A. Trademark Application No.(s)</td> <td style="width:50%;">B. Trademark Registration No.(s)</td> </tr> <tr> <td></td> <td style="text-align: center;">1679775</td> </tr> </table> <p style="text-align: right;">Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>		A. Trademark Application No.(s)	B. Trademark Registration No.(s)		1679775
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	1679775				

<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: Lorraine M. Anderson Hoffmann-La Roche Inc.</p> <p>Address: 340 Kingsland Street</p> <p>City: Nutley                      State: NJ                      Zip: 07110</p>	<p>6. Total number of applications and registrations involved:</p> <p style="text-align: center;">_____ <u>1</u> _____</p> <hr/> <p>7. Total fee (37 CFR 3.41)                      \$40.00</p> <p><input type="checkbox"/> Enclosed  <input checked="" type="checkbox"/> Authorized to be charged to deposit account</p> <hr/> <p>8. Deposit account number: <b>08-2520</b></p> <p>(Attach duplicate copy of this page if paying by deposit account.)</p>
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**DO NOT USE THIS SPACE**

<p>8. Statement and signature.  <i>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.</i></p>		
<p><u>Lorraine M. Anderson</u> Name of Person Signing</p>	<p> Signature</p>	<p><u>5/69/03</u> Date</p>
<p>Total number of pages including cover sheet, attachments, and document: <u>5</u></p>		

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, DC 20231

The Roche logo consists of the word "Roche" in a serif font, enclosed within a hexagonal border.

Vitamins

January 23, 2003

ViTech Enterprises, Inc.  
Mr. Raymond DeMeo, President  
138 Old Ridge Road  
Bloomingdale, NJ 07403

Dear Mr. DeMeo:

This letter will confirm recent discussions between you and Mr. Joseph La Placa of Roche Vitamins Inc. ("RVI") in connection with the assignment of the Agronomix<sup>®</sup> trademark from RVI to ViTech Enterprises, Inc. ("VTE"). As part and parcel of this assignment, it has been agreed that VTE will purchase its requirements of Agronomix<sup>®</sup> from RVI for the term of this Agreement. The form of the Assignment of the Agronomix<sup>®</sup> trademark is annexed hereto as Exhibit A.

The specific terms and conditions of our agreement ("Agreement") are as follows:

1. This Agreement shall commence as of January 2, 2003 and shall continue until terminated.
2. It is understood that VEI shall place all orders of Product to be purchased from RVI by VTE no less than fifteen (15) days prior to the anticipated delivery date of Product. All such orders shall include shipping instructions and such other information as may be appropriate for a particular order. VTE shall place all orders with RVI's Fresno, California plant facility. All pricing and policies with regard to sales, delivery, etc. shall be as per the policies of said facility. Additionally, Paragraph 4 of that Agreement dated November 21, 1995 related to "Other Products" shall continue in force and is incorporated herein by reference.
3. VTE agrees to pay RVI for all purchases of Product hereunder within sixty (60) days from the date of RVI's invoice for the same.
4. All prices for Product purchased by VTE hereunder are inclusive of freight.
5. RVI warrants that both Product(s) and Other Product(s) will be manufactured in accordance with the specifications of Product(s) or Other Product(s), as the case may be and the same shall be merchantable and fit for plant development and nutritional uses if used in accordance with label instructions. **RVI MAKES NO OTHER WARRANTY FOR PRODUCT(S) OR OTHER PRODUCT(S) AND THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
6. VTE agrees to maintain Comprehensive General Liability Insurance having limits of at least Two Million Dollars (\$2,000,000), said coverage shall include broad form contractual liability and care, custody and control coverage and Product Liability.

All of the foregoing insurance policies shall be obtained by VTE and certificates thereof delivered to RVI on or about the commencement of this Agreement and shall be taken in responsible companies authorized to do business in the State of New Jersey. VTE shall

The Roche logo is a hexagonal shape with a double border. Inside the hexagon, the word "Roche" is written in a bold, sans-serif font.

responsible companies authorized to do business in the State of New Jersey. VTE shall provide RVI with at least sixty (60) days prior written notice of any cancellation, material change in or non-renewal or insurance coverage.

- (a) VTE shall be fully responsible for and agrees to defend and hold RVI harmless from many and all losses and damages resulting from any personal injury (including death) to employees, servants, agents in VTE's employ or to any third person arising out of VTE's performance under this Agreement, or from damages of any kind to property including equipment belonging to VTE or RVI or any third person attributable to the unloading, handling, possession, storage or use of such property by or on VTE's behalf.
  - (b) RVI shall be fully responsible for and agrees to defend and hold VTE harmless from any and all losses and damages resulting from any personal injury (including death) to employees, servants, agents in RVI's employ or to any third person arising out of RVI's performance under this Agreement, or from damages of any kind to property including equipment belonging to VTE or RVI or any third person attributable to the unloading, handling, possession, storage or use of such property by or on RVI's behalf.
7. Neither RVI or VTE shall be liable for delays in performance or non-performance caused by fire, flood, storm, earthquake or other Act of God, rebellion, riot, delay or failure of carrier to furnish transportation, strikes, lockouts or other labor disturbances, labor difficulties, delays in the delivery of or inability to obtain material, or failure of parts, supplies or equipment or for any other cause of like nature beyond the control of RVI or VTE.
8. Both Parties to this Agreement agree that they will not use (except for the purpose of implementing this Agreement) or disclose to any third party without the prior written consent (which consent shall not be unreasonably withheld, conditioned or delayed) of the other Party any secret, confidential or proprietary information disclosed to it or acquire by it from the other Party in connection with this Agreement provided, however, that any information considered secret or confidential and disclosed in intangible form shall be reduced to writing and provided to the non-disclosing Party within thirty (30) days of such disclosure. Secret, confidential or proprietary information shall be regarded as information not previously known, as evidenced by written records, to the Party receiving it, and not in the public knowledge or literature. Information which later becomes public, without any fault of the Party receiving it, shall no longer be deemed secret, confidential or proprietary. Each Party will use reasonable efforts to obligate its employees to comply with the confidentiality provisions of this Agreement. Upon any termination of this Agreement all RVI know-how, if any, in VTE's possession, shall be returned to RVI.
9. Neither Party shall be entitled to transfer or assign any of its rights or obligations hereunder to any unrelated third party without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed. Any attempted transfer or assignment without such consent shall be void.
10. This Agreement may be terminated by either Party for cause upon:
  - (a) sixty (60) days prior written notice during any Renewal Term hereof; or



(b) this Agreement may also be terminated by either Party, during the Initial Term or any Renewal Term, for a material breach if within thirty (30) days of written notification of such breach by the non-breaching Party to the breaching Party, the latter has neither cured such breach nor is making reasonable efforts to effect such a cure.

11. RVI may immediately terminate this Agreement without prior advance notice to VTE in the event of:

- (a) VTE's bankruptcy or insolvency;
- (b) VTE's making an assignment for the benefit of creditors;
- (c) a petition being filed against VTE under a bankruptcy law, a corporate reorganization law, or any law analogous in purpose or effect;
- (d) VTE's entering into any dissolution or liquidation proceedings; or
- (e) the occurrence of any event equivalent to the foregoing acts.

12. Any notice or other communications required under this Agreement shall be sufficiently given if delivered in person or sent by telecopy or registered or certified mail, postage prepaid, and sent to the respective addresses listed above. This Agreement contains the entire understanding of the Parties with regard to the subject matter contained herein and supersedes all prior agreements, both oral and written, and understandings between the Parties with regard to the same. This Agreement can only be changed in writing signed by both Parties. This Agreement shall be governed by and construed in accordance with New Jersey law.

If the foregoing is consistent with VTE's understanding of our discussions, please so indicate by signing both copies of this Agreement and returning one fully executed copy to us.

Very truly yours,  
Roche Vitamins Inc.

By: Joseph J. LaPlaca  
Joseph J. LaPlaca  
Senior Vice President

Agreed to and Accepted by:  
VITech Enterprises, Inc.

By: Raymond J. DeMeo  
Raymond J. DeMeo  
President

Date: 4/28/03

Apprv'd As To Form  
LAW DEPT.

By: [Signature]



EXHIBIT A

ASSIGNMENT OF UNITED STATES TRADEMARK

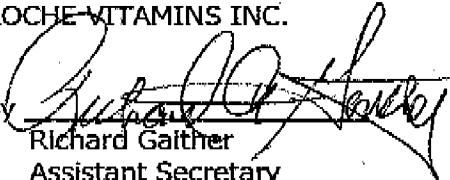
WHEREAS, ROCHE VITAMINS INC., a corporation organized and existing under the laws of the State of Delaware, located at 45 Waterview Boulevard, Parsippany, New Jersey 07054 (hereinafter Assignor), has adopted and used in its business the trademark, AGRONOMIX, having US Reg. No. 1679775; and

WHEREAS, VITECH ENTERPRISES, INC., a corporation organized and existing under the laws of the State of New Jersey, having its principal place of business at 138 Old Ridge Road, Bloomington, New Jersey 07403 (hereinafter Assignee), is desirous of acquiring the entire right, title and interest in and to said US trademark together with that part of the goodwill of the Assignor's business pertaining thereto;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, said Assignor does hereby assign, effective as of January 1, 2003 unto the said Assignee, its successors and assigns all right, title and interest in and to said US trademark, together with that part of the goodwill of the business symbolized by the said US trademark;

This assignment includes the right to sue and recover for all infringements which shall have occurred prior to the effective date hereof.

ROCHE VITAMINS INC.

By   
Richard Gaither  
Assistant Secretary

Date: 4/21/03