

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	asset purchase agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Emerson Ecologics		12/31/2003	CORPORATION: MASSACHUSETTS
Joseph A. Emerson		12/31/2003	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	EEI ACQUISITION CO., INC.		
Street Address:	7 Commerce Street		
City:	Bedford		
State/Country:	NEW HAMPSHIRE		
Postal Code:	03110		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	76151874	VIRTUAL DISPENSARY	
Serial Number:	75736822	EMERSON ECOLOGICS	
CORRESPONDENCE DATA			
Fax Number:	(603)225-0086		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	603-225-5212		
Email:	bill@wbritchie.com		
Correspondent Name:	William B. Ritchie, Esq.		
Address Line 1:	43 Jackson Street		
Address Line 4:	Concord, NEW HAMPSHIRE 03301		
ATTORNEY DOCKET NUMBER:	1438-010		
NAME OF SUBMITTER:	William B. Ritchie		

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Signature:	/William B. Ritchie/
Date:	10/05/2005
Total Attachments: 4 source=Assignment Document#page1.tif source=Assignment Document#page2.tif source=Assignment Document#page3.tif source=Assignment Document#page4.tif	

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is made as of December 31, 2003 by and among EEI ACQUISITION CO., INC., a Delaware corporation ("Buyer"), EMERSON ECOLOGICS, INC., a Massachusetts corporation ("Seller"), and JOSEPH A. EMERSON (the "Shareholder").

A. Seller owns and operates a business engaged in the distribution of dietary supplements, including nutrients, herbs and natural food factors (the "**Business**").

B. The Shareholder owns all of the issued and outstanding shares of capital stock of the Seller.

C. Buyer desires to purchase from the Seller substantially all assets used by the Seller in the operation of the Business; to lease the Seller's facility located at 7 Commerce Drive, Bedford, New Hampshire (the "**Facility**"); and to enter into certain other agreements in connection therewith; and Seller and Shareholder are in agreement with such transactions, on the terms and conditions set forth below.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises and obligations contained in this Agreement, the parties hereto agree as follows:

1. SALE AND PURCHASE OF ACQUIRED ASSETS AND CONSIDERATION

1.1 Sale and Purchase of Acquired Assets.

(a) Subject to the terms and conditions set forth below, Seller hereby agrees to sell, assign, transfer and convey to Buyer, free and clear of all liens, claims and encumbrances, and Buyer agrees to purchase from Seller, all of Seller's right, title and interest in and to all of the assets used in the operation of the Business (other than the Excluded Assets (as defined below)), including but not limited to the following (collectively the "**Acquired Assets**"):

- (i) all equipment, machinery, furniture, fixtures, vehicles, computer equipment, telecommunications equipment and other personal property of Seller used in the operation of the Business wherever located;
- (ii) to the extent transferable by Seller, all permits, certificates, authorizations, approvals and licenses of or issued by and any governmental authority, agency, or department whatsoever with respect to the operation of the Business;

- (iii) all contracts, licenses, leases, and agreements, written and oral, of Seller with suppliers, vendors, customers, and other parties, including, without limitation, those contracts, licenses, leases and agreements set forth in Schedule 1.1(a)(iii), together with and all rights, benefits and claims of Seller thereunder ("**Contracts**");
- (iv) all current product inventory of Seller (the "**Inventory**"), wherever located, whether warehoused or in transit, except for (i) any inventory with an expiration date that is less than six (6) months after the Closing Date (as defined below), and (ii) any "builds" (as defined below) with an expiration date that is less than four (4) months after the Closing Date; (as used herein, "**builds**" mean inventory items purchased in bulk by Seller, typically three or more month's supply at one time);
- (v) all leasehold improvements and leasehold interests of Seller described in Schedule 1.1(a)(v);
- (vi) all intangible assets, including trademarks, service marks, trade names, patents, patent applications, copyrights and all other forms of protection, and applications for the same, know-how, trade secrets, methods and practices, processes, inventions, discoveries, concepts, formulae, databases, customer and vendor lists, marketing and sales data, corporate and business names, logos and designs, all other business and technical information and other proprietary information and intellectual property rights of any kind in any form whatsoever whether tangible or intangible in any way related to the Business, including, without limitation, regulatory filings (to the extent transferable) and correspondence and licenses for software used in the operation of the Business, and all rights in the name "Emerson Ecologics";
- (vii) all credits, refunds, and rebates owing to Seller with respect to products purchased by Seller prior to the Closing from any vendor or supplier, to the extent that they constitute relatively insignificant amounts normally experienced in and consistent with the historical day to day business of Seller ("**Ordinary Refunds**"), whether now existing or hereafter arising, and being sold to Buyer;
- (viii) all accounts receivable of Seller as of the Closing ("**Accounts Receivable**");
- (ix) all books and records of Seller relating to any of the foregoing; and
- (x) all goodwill associated with the foregoing assets and the Business.

(b) Excluded Assets. Seller shall retain, and the Acquired Assets shall not include, the following (collectively, the "**Excluded Assets**"): (i) cash and cash equivalents, (ii) credits, refunds, and rebates owing to Seller other than Ordinary Refunds, including, without limitation, tax and insurance refunds and rebates and those refunds and rebates set forth in Schedule 1.1(b)(1), (iii) Seller's corporate charter, stock record books, records relating exclusively to Seller's corporate organization or stock capitalization and other records, other than those relating to the operation or performance of the Business, provided that Buyer may

Schedule 3.8
List of Proprietary Acquired Assets

Patents: None.

Trademarks: Emerson Ecologics (U.S. Reg. No. 2,377,298),
Virtual Dispensary (U.S. Reg. No. 2,613,362).

Trade names, service marks, software Seller licenses from others: HerbalGram, Healthnotes,
software licenses for the software listed in Schedule 3.2.

Copyrights: The seller has common law copyrights in various written and other materials that
it has written or produced.

THE PARTIES HERETO HAVE executed this Asset Purchase Agreement as of the day and year first above written.

SELLER

EMERSON ECOLOGICS, INC.

By: Joseph A. Emerson
Joseph A. Emerson
Treasurer

BUYER

E EI ACQUISITION CO., INC.

By: Brehon S. Grswold
Brehon S. Grswold
Chief Executive Officer

SHAREHOLDER

Joseph A. Emerson
Joseph A. Emerson, individually

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