

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
E.B. Botanicals, LLC		02/19/2008	LIMITED LIABILITY COMPANY: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Health by Chocolate, LLC		
Street Address:	1009 Park Avenue, 9A		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10028		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3002670	HEALTH BY CHOCOLATE	
Registration Number:	3135664	HEALTH BY CHOCOLATE	
CORRESPONDENCE DATA			
Fax Number:	(917)214-2935		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	9172142935		
Email:	pjthom66@gmail.com		
Correspondent Name:	Patrick J. Thomas		
Address Line 1:	1009 Park Avenue, 9A		
Address Line 4:	New York, NEW YORK 10028		
NAME OF SUBMITTER:	Patrick J. Thomas		
Signature:	/Patrick Thomas/		
Date:	04/08/2009		

OP \$65.00 3002670

Total Attachments: 18

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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (the "Agreement") is entered into this 19th day of February 2008 by and between HEALTH BY CHOCOLATE, LLC, a Delaware limited liability company (the "Buyer") and E.B. BOTANICALS, LLC, a New Jersey limited liability company (the "Seller"). The Buyer and the Seller are referred to collectively herein as the "Parties" or individually as a "Party."

WHEREAS, the Seller currently owns and operates a business and line of related production commonly known as Health by Chocolate which sells organic chocolate and related items (the "Business"); and

WHEREAS, the Buyer desires to acquire the business of the Seller that relates solely to the manufacture and sale of chocolate products and not, at this time, the business of the Seller as it relates to body care products, makeup, and air fresheners and this Agreement shall not pertain to any aspect of Seller's operations other than chocolate products;

WHEREAS, the Seller wishes to sell and the Buyer wishes to buy certain of Seller's assets related to the Business, specifically, any intellectual property, customer lists, and other intangible assets related to the Business (the "Intellectual Property"), as more fully described and defined on Exhibit A hereto (collectively, the "Assets").

NOW, THEREFORE, in consideration of the premises and the mutual promises herein made, and in consideration of the representations, warranties, and covenants herein contained, the Parties agree as follows:

1. Basic Transaction.

(a) Purchase and Sale of Assets. On and subject to the terms and conditions of this Agreement, the Buyer agrees to purchase from the Seller, and the Seller agrees to sell, transfer, convey, assign and deliver to the Buyer, all of right, title and interest of the Seller in and to the Business, and the Assets including the Intellectual Property at the Closing (as defined below) for the consideration specified in Section 1(b).

(i) Assignment of Intellectual Property. The Seller shall at closing assign to the Buyer all rights, title, and interest in and to the Intellectual Property. The Seller further agrees that it shall, as soon as reasonably practical after the Closing, file such assignments and certificates as may be reasonably requested by the Buyer to cause the Intellectual Property to be transferred to the Buyer on the records of the United States Patent and Trademark Office.

(ii) Transfer of Assets. The Seller shall transfer to the Buyer, at the Closing Date, all of the Assets.

(b) Purchase Price. The Buyer shall pay TWO HUNDRED AND FIFTY THOUSAND DOLLARS (\$250,000) to the Seller (the "Purchase Price"). The Purchase Price shall be paid as follows: ONE HUNDRED AND FIFTY THOUSAND DOLLARS (\$150,000) payable by wire transfer or bank check from the Buyer to the Seller (the "Cash Payment") and the surrender by the Buyer of those certain promissory notes made by the Seller and in favor of the Buyer, or its affiliate, with an aggregate face value of One Hundred Thousand Dollars (\$100,000) (the "Promissory Notes"). The Purchase Price shall be paid and delivered at the Closing.

(c) The Closing and Possession. The closing of the transaction contemplated by this Agreement (the "Closing") shall take place at the offices of the Buyer no later than February __, 2008, and possession of the Assets shall transfer to the Buyer at 12:00 PM, February __, 2008 (the "Closing Date").

(d) Deliveries at the Closing. At the Closing, (i) the Seller shall deliver to the Buyer all rights, title, and interest in the Assets; (ii) a bill of sale relating to the Assets in a form reasonably acceptable to the Buyer; and (iii) an assignment of the Intellectual Property in a form reasonably acceptable to the Buyer; (iv) the Buyer shall deliver the Promissory Notes to the Seller marked "Cancelled" and "Paid in Full"; and (v) the Buyer shall deliver to the Seller the Cash Payment. In addition, at the Closing and as a condition precedent to the performance by Seller of this Agreement, the Limited Liability Company Agreement of the Buyer shall have been executed in substantially the form of Exhibit C hereto, by Jack Leiner, as Trustee of the Sally Malanga 2008 Family Trust, which agreement provides for the issuance to said Trustee of Fifteen Thousand (15,000) Class A Units

(e) Purchase Price Allocation. The Parties agree to allocate the Purchase Price (and all other costs to be capitalized) among the Assets for all purposes (including financial accounting and tax purposes) in accordance with the allocation schedule attached hereto as Exhibit B.

2. Representations and Warranties of the Seller. The Seller represents and warrants to the Buyer that the statements contained in this Section 2 are correct and complete as of the date of this Agreement and will be correct and complete as of the Closing Date, except as set forth in the Disclosure Schedule signed by the Seller, approved by the Buyer, and accompanying this Agreement.

(a) Organization of the Seller. The Seller is a limited liability company duly formed and validly existing under the laws of the State of New Jersey. The Seller has the company power and authority, and all licenses, permits and governmental authorizations, necessary to operate the Business and to own and use the properties owned and used by it. The Seller is not in default under or in violation of any provision of its certificate of formation or operating agreement.

(b) Authorization of Transaction. The Seller has full power and authority (including full company power and authority) to execute and deliver this Agreement and to perform its obligations hereunder. This Agreement constitutes the valid and legally binding obligation of the Seller, enforceable in accordance with its terms and conditions.

(c) Noncontravention. Neither the execution and the delivery of this Agreement, nor the consummation of the transactions contemplated hereby, will (i) violate any constitution, statute, regulation, rule, injunction, judgment, order, decree, ruling, charge, or other restriction of any government, governmental agency, or court to which the Seller is subject or any provision of the certificate of formation or operating agreement of the Seller or (ii) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify, or cancel, or require any notice under any agreement, contract, lease, license, instrument, or other arrangement to which the Seller is a party or by which it is bound or to which any of its assets is subject (or result in the imposition of any Security Interest upon any of its assets). The Seller is not required to give any notice to, make any filing with, or obtain any authorization, consent, or approval of any party to any agreement, contract, lease or other arrangement to which Seller is a party or by which its assets are subject, or any government or governmental agency in order for the Parties to consummate the transactions contemplated by this Agreement.

(d) Title to Assets and Intellectual Property. The Seller has good and marketable title to all of the Assets and the Intellectual Property set forth on Exhibit A hereto, free and clear of any Security Interest or other restriction on transfer. The information concerning the Assets set forth on Exhibit A is true, correct and complete to the best of Seller's knowledge as of the Closing Date. As used in this Agreement, Security Interest means any mortgage, pledge, lien, encumbrance, charge, or other security interest.

(e) Litigation. The Seller is not (i) subject to any outstanding injunction, judgment, order, decree, ruling, or charge or (ii) a party, or is, to the Seller's knowledge, threatened to be made a party, to any action, suit, proceeding, hearing, or investigation of, in, or before any court or quasi-judicial or administrative agency of any federal, state, local, or foreign jurisdiction or before any arbitrator. The Seller has no reason to believe that any such action, suit, proceeding, hearing, or investigation may be brought or threatened against the Seller.

(f) Environmental and FDA Matters. To the best of Seller's knowledge, Seller has complied and is in compliance with all Food and Drug Administration environmental, health and safety requirements and regulations. The Seller has not received any written or oral notice, report or other information regarding any actual or alleged violation of any environmental, health or safety requirements or any liability or potential liability arising thereunder.

(g) Tax Matters. The Seller has timely filed all tax returns (federal, state and local) required as of the close of business on the Closing Date. All Taxes (as hereafter defined) shown to be due and payable on such returns, any assessments imposed, and all other Taxes due and payable or required to be withheld by the Seller through the close of business on the Closing Date, including any Taxes due and payable in connection with the sale of the Business, have been paid, withheld or have been adequately and properly reserved and will be paid by the Seller prior to the time any such Taxes become delinquent. Seller has not been advised (i) that any of the returns of Seller, federal, state or other, have been or are being audited or examined as of the date hereof, or (ii) of any Tax deficiency. The Seller has no knowledge of

any liability of any Tax to be imposed upon the properties or assets of the Seller as of the date of this Agreement or the Closing Date. For purpose hereof Taxes means any federal, state, local, or foreign income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental (including taxes under the Internal Revenue Code of 1986, as amended, Section 59A), customs duties, capital stock, franchise, profits, withholding, social security (or similar), unemployment, disability, real property, personal property, sales, use, transfer, registration, value added, alternative or add-on minimum, estimated, or other tax of any kind whatsoever, including any interest, penalty, or addition thereto, whether disputed or not.

(h) Legal Compliance. To the best of Seller's knowledge, the Seller has complied, in all material respects, with all federal, state and local laws, rules, regulations, codes and permitting requirements applicable to the Business.

(i) Disclosure. The representations and warranties contained in this Section 2 do not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements and information contained in this Section 2 not misleading.

3. Representations and Warranties of the Buyer. The Buyer represents and warrants to the Seller that the statements contained in this Section 3 are correct and complete as of the date of this Agreement and will be correct and complete as of the Closing Date.

(a) Organization of the Buyer. The Buyer is a limited liability company duly formed and validly existing under the laws of the State of Delaware.

(b) Authorization of Transaction. The Buyer has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder. This Agreement constitutes the valid and legally binding obligation of the Buyer, enforceable in accordance with its terms and conditions.

(c) Noncontravention. Neither the execution and the delivery of this Agreement, nor the consummation of the transactions contemplated hereby, will (i) violate any constitution, statute, regulation, rule, injunction, judgment, order, decree, ruling, charge, or other restriction of any government, governmental agency, or court to which the Buyer is subject or any provision of its certificate of formation or operating agreement, or (ii) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify, or cancel, or require any notice under any agreement, contract, lease, license, instrument, or other arrangement to which the Buyer is a party or by which it is bound or to which any of its assets is subject. The Buyer is not required to give any notice to, make any filing with, or obtain any authorization, consent, or approval of any person, government or governmental agency in order for the Parties to consummate the transactions contemplated by this Agreement.

4. Pre-Closing Covenants. The Parties agree as follows with respect to the period between the execution of this Agreement and the Closing.

(a) General. Each of the Parties shall use its best efforts to take all action and to do all things necessary, proper, or advisable in order to consummate and make effective the transactions contemplated by this Agreement (including satisfaction, but not waiver, of the closing conditions set forth in Section 6 below).

(b) Notices and Consents. The Seller shall give any notices to third parties, and the Seller shall use its reasonable best efforts to obtain any third party consents, that the Buyer reasonably may request in connection with the matters referred to in Section 2(c) above.

(c) Notice of Developments. Each Party shall give prompt written notice to the other Party of any material adverse development causing a breach of any of its representations and warranties herein.

5. Inventory Post-Closing Covenant.

(a) Inventory. The Seller shall retain all right, title and interest in and to the inventory (the "Inventory") listed on Exhibit D hereto. The Buyer agrees that it shall use all commercially reasonable efforts to cause the Inventory to be sold in the market, and the Seller agrees that it shall use its best efforts to assist with these sales efforts. Notwithstanding the foregoing, the Seller shall have the right to sell the inventory, through www.eccobella.com, contemporaneously with the Buyer's effort to sell the inventory and the Seller shall retain the proceeds of those internet sales that the Seller shall transact. The Seller may also transact sales through means other than the Seller's website and such sales by Seller shall be as the agent of the Buyer.

(b) Exclusivity. The Buyer agrees that from the Closing and for a period of eighteen (18) months thereafter it shall not market or sell any product similar in nature to the Inventory, other than as set forth in section (a) of this paragraph, which in the Parties collective and good faith determination would impair the Buyer's ability to place the Inventory in the market as provided for under Section 5(a).

(c) Distribution of Proceeds. Upon sale or transfer of Inventory items to third-parties, or should the Buyer desire to purchase or transfer items of Inventory to itself, the Buyer shall remit to the Seller, within twenty (20) days of the such sale or transfer, the per unit price stated on Exhibit E hereto, along with any required sales taxes, and all additional sale proceeds shall belong to the Buyer.

6. Conditions to Obligation to Close.

(a) Conditions to Obligation of the Buyer. The obligation of the Buyer to consummate the transactions contemplated by this Agreement is subject to satisfaction of the following conditions:

(i) the representations and warranties set forth in Section 2 above shall be true and correct in all material respects at and as of the Closing Date to the best of Seller's knowledge

(ii) the Seller shall have performed and complied with all of its covenants hereunder in all material respects through the Closing Date;

(iii) the Seller shall have procured all necessary third party consents;

(iv) the Agreement and the transactions contemplated hereby shall have been approved by the Seller's sole member;

(v) no action, suit, or proceeding shall be pending or threatened before any court or quasi-judicial or administrative agency of any federal, state, local, or foreign jurisdiction or before any arbitrator wherein an unfavorable injunction, judgment, order, decree, ruling, or charge would (A) prevent consummation of any of the transactions contemplated by this Agreement, (B) cause any of the transactions contemplated by this Agreement to be rescinded following consummation, or (C) affect adversely the right of the Buyer to own the Assets or to operate the Business;

(vi) the Seller shall have delivered to the Buyer a certificate to the effect that each of the conditions specified above in Section 6(a)(i)-(v) is satisfied in all respects;

(vii) there shall have been no material adverse change in the Business prior to the Closing Date;

(viii) the Buyer shall have completed, with satisfactory results, its review of the Business and the Assets

(ix) the Buyer shall have approved the Disclosure Schedule and the Assets listed on Exhibit A;

(x) the Buyer shall have approved the Bill of Sale and other closing documents as required in connection with the purchase of the Business;

(xi) the Buyer and Jack Leiner, as Trustee of The Sally Malanga 2008 Family Trust shall have executed the Limited Liability Company Agreement in the form attached hereto as Exhibit C; and

(xii) the Seller shall have delivered to the Buyer an unaudited accounting of the revenues, expenses, and liabilities of the Business for any period between the most current financial information and the Closing Date.

The Buyer may waive any condition specified in this Section 6(a) if it executes a writing so stating at or prior to the Closing.

(b) Conditions to Obligation of the Seller. The obligation of the Seller to consummate the transactions to be performed by it in connection with the Closing is subject to satisfaction of the following conditions:

(i) the representations and warranties set forth in Section 3 above shall be true and correct in all material respects at and as of the Closing Date;

(ii) the Buyer shall have performed and complied with all of its covenants hereunder in all material respects through the Closing;

(iii) no action, suit, or proceeding shall be pending or threatened before any court or quasi-judicial or administrative agency of any federal, state, local, or foreign jurisdiction or before any arbitrator wherein an unfavorable injunction, judgment, order, decree, ruling, or charge would (A) prevent consummation of any of the transactions contemplated by this Agreement or (B) cause any of the transactions contemplated by this Agreement to be rescinded following consummation (and no such injunction, judgment, order, decree, ruling, or charge shall be in effect);

(iv) the Buyer shall have delivered to the Seller a certificate to the effect that each of the conditions specified above in Section 6(b)(i)-(iii) is satisfied in all respects;

(v) the Buyer shall have delivered the Cash Payment and surrendered the Promissory Notes;

(vi) the Buyer and the Seller shall have executed a Transition Services Agreement in the form attached hereto as Exhibit D;

(vii) the Buyer and Jack Leiner, as Trustee of The Sally Malanga 2008 Family Trust shall have executed the Limited Liability Company Agreement in the form attached hereto as Exhibit C; and

(viii) The Buyer and the Seller's sole member shall have executed a Non-Compete Agreement.

The Seller may waive any condition specified in this Section 6(b) if it executes a writing so stating at or prior to the Closing.

7. Termination.

(a) Termination of Agreement. The Parties may terminate this Agreement as provided below:

(i) the Buyer and the Seller may terminate this Agreement by mutual written consent at any time prior to the Closing Date;

(ii) the Buyer may terminate this Agreement by giving written notice to the Seller on or before the tenth day following the date of this Agreement if the Buyer is not reasonably satisfied with the results of its continuing business, legal, and accounting review of the Business.

(b) Effect of Termination. If either Party terminates this Agreement pursuant to Section 7(a) above, all rights and obligations of the Parties hereunder shall terminate without any liability of any Party to any other Party (except for any liability of any Party then in breach).

8. Remedies for Breaches of This Agreement.

(a) **Survival of Representations and Warranties.** All the representations and warranties of Seller contained in Section 2 above shall survive the Closing hereunder (unless Buyer knew or had reason to know from the due diligence material delivered to Buyer by Seller of any misrepresentation or breach of warranty at the time of Closing) and continue in full force or effect for a period of two (2) years thereafter.

(b) **Indemnification.** The Seller agrees to indemnify and hold harmless the Buyer and Buyer's officers, directors, employees, representatives and agents (collectively the "Indemnified Persons"), from and against any and all losses, costs, liabilities, damages, demands, claims, suits, actions, judgments or causes of action, assessments, costs and expenses including, without limitation, interest, penalties, reasonable attorneys' fees, any and all reasonable expenses incurred in investigating, preparing or defending against any litigation, commenced or threatened, or any claim whatsoever, and any and all amounts paid in settlement of any claim or litigation, asserted against, resulting to, imposed upon, or incurred or suffered by such Indemnified Person(s), directly or indirectly, as a result of or arising from any inaccuracy in, omission from or breach of this Agreement or the representations and warranties contained herein by the Seller. The foregoing indemnification provision is in addition to, and not in derogation of, any other statutory, equitable, contractual or common law remedy the Buyer may have under this Agreement.

(c) Matters Involving Third Parties.

(i) If any third party shall notify any Indemnified Person with respect to any matter (a "Third Party Claim") which may give rise to a claim for indemnification against the Seller (the "Indemnifying Party") under this Section 8, then the Indemnified Person shall promptly (and in any event within ten business days after receiving notice of the Third Party Claim) notify the Indemnifying Party thereof in writing.

(ii) Any Indemnifying Party will have the right at any time to assume and thereafter conduct the defense of the Third Party Claim with counsel of his or its choice reasonably satisfactory to the Indemnified Person; provided, however, that the Indemnifying Party will not consent to the entry of any judgment or enter into any settlement with respect to the Third Party Claim without the prior written consent of the Indemnified Person (not to be withheld unreasonably) unless the judgment or proposed

settlement involves only the payment of money damages and does not impose an injunction or other equitable relief upon the Indemnified Person.

(iii) Unless and until an Indemnifying Party assumes the defense of the Third Party Claim as provided in Section 8(c)(ii) above, however, the Indemnified Person may defend against the Third Party Claim in any manner he, she, or it reasonably may deem appropriate. Provided, however, in no event will the Indemnified Person consent to the entry of any judgment or enter into any settlement with respect to the Third Party Claim without the prior written consent of the Indemnifying Party (not to be withheld unreasonably).

9. Miscellaneous.

(a) Press Releases and Public Announcements. No Party shall issue any press release or make any public announcement relating to the subject matter of this Agreement prior to the Closing without the prior written approval of the other Party.

(b) No Third-Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any Person other than the Parties and their respective successors and permitted assigns.

(c) Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they related in any way to the subject matter hereof.

(d) Succession and Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties named herein and their respective successors and permitted assigns. No Party may assign either this Agreement or any of its rights, interests, or obligations hereunder without the prior written approval of the other Party.

(e) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

(f) Headings. The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

(g) Notices. All notices, requests, demands, claims, and other communications hereunder will be in writing. Any notice, request, demand, claim, or other communication hereunder shall be deemed duly given if (and then two business days after) it is sent by registered or certified mail, return receipt requested, postage prepaid, and addressed to the intended recipient as set forth on the signature page below. Any Party may send any notice, request, demand, claim, or other communication hereunder to the intended recipient at the address set forth above using any other means (including personal delivery, expedited courier, messenger service, telecopy, telex, ordinary mail, or electronic mail), but no such notice, request, demand, claim, or other communication shall be deemed to have been duly given

unless and until it actually is received by the intended recipient. Any Party may change the address to which notices, requests, demands, claims, and other communications hereunder are to be delivered by giving the other Party notice in the manner herein set forth. Any notice or demand made under this agreement shall be addressed to the Parties at their respective addresses as set forth below:

If to the SELLER: E.B. Botanicals, LLC
Attn: Sally Malanga, President
50 Church Street, Suite 108
Montclair, New Jersey 07042

With a Copy to: Paul M. Petigrow, Esq.
Lampf, Lipkind, Prupis & Petigrow, P.A.
80 Main Street, Suite 350
West Orange, New Jersey 07052-5482
Fax: (973) 325-2839

If to the BUYER: Patrick Thomas
EB Investment Co., LLC
590 Madison Avenue, 26th Floor
New York, NY 10022
Fax: (212) 308-9254

With a Copy to: George E. Bonini, Esq.
Monahan & Biagi, PLLC
701 Fifth Ave. Suite 2800
Seattle, WA 98104
Fax: (206) 587-5710

(h) Governing Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of New Jersey. Each of the Parties submits to the jurisdiction and venue of the Courts of the State of New Jersey, and the courts of the United States of America for the District of New Jersey, in the in any action or proceeding arising out of or relating to this Agreement and agrees that all claims in respect of the action or proceeding may be heard and determined in any such court.

(i) Amendments and Waivers. No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by the Buyer and the Seller. No waiver by any Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

(j) Severability. Any term or provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms and provisions.

(k) Expenses and Commission. Each of the Buyer and the Seller will bear its own costs and expenses (including legal fees and expenses) incurred in connection with this Agreement and the transactions contemplated hereby.


(l) Incorporation of Exhibits and Schedules. The Exhibits and Schedules identified in this Agreement are incorporated herein by reference and made a part hereof.

Mediation. Prior to the commencement of any action to the jurisdiction of the Superior Court, the parties will first attempt to mediate any dispute through the Arbitration and Mediation Service or a similar mediation service.

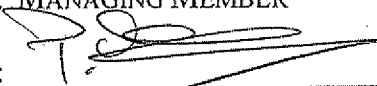
(m) Advice of Legal Counsel. Each Party acknowledges and represents that, in executing this Agreement, it has had the opportunity to seek advice as to its legal rights from legal counsel and that the person signing on its behalf has read and understood all of the terms and provisions of this Agreement.

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

SELLER:
E. B. BOTANICALS, LLC

By: 
Sally Malanga, President

BUYER:
HEALTH BY CHOCOLATE LLC
BY: EB INVESTMENT CO., LLC
ITS: MANAGING MEMBER

By: 
Patrick Thomas, Manager

DISCLOSURE SCHEDULE

Chocolate vender Prontac is owed \$100,000.

The Seller hereby certifies that except as listed above there are no other exceptions to the representation and warranties contained in Section 2 hereof.

SELLER:

E. B. BOTANICALS, LLC

By: *Sally Malanga*
Sally Malanga, President

EXHIBIT A

Assets

Assets means all right, title, and interest in and to all of the assets and intellectual property of the Seller used in the Business, as detailed on this Exhibit A:

All Intellectual Property related to the "Health by Chocolate" Business and business line, provided, however, that such Intellectual Property shall not include any Intellectual Property of the brand "Ecco Bella". For the purposes hereof "Intellectual Property" means (a) all trademarks, service marks, trade dress, logos, trade names and corporate names, together with all translations, adaptations, derivations and combinations thereof and including all goodwill associated therewith, and all applications, registrations and renewals in connection therewith, (b) all trade secrets and confidential business information (including ideas, research and development, know-how, formulas, compositions, production processes and techniques, specifications, customer and supplier lists, pricing and cost information and business and marketing plans and proposals), (c) copyrights and registrations and applications therefor, and (d) all other proprietary rights.

The website and domain: www.healthbychocolate.com

Customer Lists:

List of Trademarks:

Goodwill as such relates to the Business.

EXHIBIT B

Purchase Price Allocation

<u>Acquired Asset</u>	<u>Allocation of Purchase Price</u>
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Goodwill, customer relationships, customer records, and other intangibles.	\$ 250,000
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Total:	\$250,000
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EXHIBIT C

Form of Limited Liability Company Agreement

EXHIBIT D
Form of Transition Services Agreement

EXHIBIT E

Inventory and Price List

Seller shall receive upon sale of Inventory its cost to acquire the inventory, together with any required sales tax.

