

TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

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|----------------------------|--|---------------------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Airborne Health, Inc. | | 10/07/2009 | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | GF Phoenix Corp. | | |
| Street Address: | 767 Fifth Avenue | | |
| Internal Address: | 46th Floor | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10153 | | |
| Entity Type: | CORPORATION: DELAWARE | | |
| PROPERTY NUMBERS Total: 12 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 1953427 | AIRBORNE | |
| Registration Number: | 3162319 | AIRBORNE | |
| Registration Number: | 3162312 | AIRBORNE JR. | |
| Registration Number: | 3162321 | AIRBORNE JR. | |
| Registration Number: | 3162310 | NEXT TIME, 'PLOP' THE AIRBORNE! | |
| Registration Number: | 3162311 | TAKE AIRBORNE | |
| Registration Number: | 3236241 | AIRBORNE FORMULA | |
| Registration Number: | 3236248 | AIRBORNE FORMULA | |
| Registration Number: | 3236239 | AIRBORNE GUMMI LOZENGES | |
| Registration Number: | 3416129 | AIRBORNE ON-THE-GO | |
| Registration Number: | 3410880 | AIRBORNE NIGHTTIME | |
| Registration Number: | 3366385 | AIRBORNE POWER PIXIES | |
| CORRESPONDENCE DATA | | | |

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CH \$315.00 1953427

Fax Number: (973)597-2400

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: lstrademark@lowenstein.com

Correspondent Name: Lowenstein Sandler

Address Line 1: 65 Livingston Avenue

Address Line 4: Roseland, NEW JERSEY 07068

ATTORNEY DOCKET NUMBER:

23319-2

NAME OF SUBMITTER:

Vanessa A. Ignacio

Signature:

/Vanessa A. Ignacio/

Date:

10/09/2009

Total Attachments: 60

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EXECUTION COPY

ASSET PURCHASE AGREEMENT

by and between
Airborne Health, Inc.,
and
GF Phoenix Corp.

Dated as of October 7, 2009

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ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (the "Agreement") is dated as of this 7th day of October, 2009, by and between Airborne Health, Inc., a Delaware corporation (the "Seller"), and GF Phoenix Corp., a Delaware corporation (the "Buyer"). The Buyer and the Seller are, from time to time, referred to individually as a "party" and jointly or collectively as the "parties."

RECITALS

WHEREAS, the Seller is engaged in the business of developing, marketing, and distributing a line of consumer products under the "Airborne" brand name (the "Business").

WHEREAS, Airborne Holdings, Inc., a Delaware corporation, the Seller and BNP Paribas, as administrative agent for the Beneficiaries (as defined in the Security Agreement) (in such capacity, the "Secured Party"), are party to that certain Security Agreement, dated as of November 30, 2006 (the "Security Agreement").

WHEREAS, the Borrower is in default under the Credit Agreement (as defined in the Security Agreement).

WHEREAS, the Secured Party is disposing of the Assets (as defined below) pursuant to a private disposition of collateral pursuant to Section 9-610 of the Uniform Commercial Code of the State of New York (the "Foreclosure Sale") and the Buyer is the winning bidder at such Foreclosure Sale.

WHEREAS, concurrently with the Foreclosure Sale, the Seller and the Buyer are entering into this Agreement.

WHEREAS, in furtherance of the Foreclosure Sale and in addition to the transfer to the Buyer pursuant to Section 9-617 of the Uniform Commercial Code of the State of New York, the Seller desires to acknowledge the Foreclosure Sale and for the avoidance of doubt, transfer the Assets to the Buyer and the Buyer desires to acquire the Assets.

NOW, THEREFORE, in consideration of the foregoing, the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

AGREEMENT

1. DEFINITIONS. The following terms when used with initial capital letters shall have the following defined meanings, unless expressly indicated otherwise:

1.1 Affiliate. A Person that directly or indirectly through one or more intermediaries controls, is controlled by, or is under common control with, a specified Person.

1.2 Agreement. This Asset Purchase Agreement, including all exhibits and schedules hereto.

1.3 Assets. The meaning set forth in Section 2.1.

1.4 Assignment Agreement

. That certain Assignment Agreement pursuant to which the Seller will assign its interest in certain contracts included in the transferred Assets to the Buyer, in substantially the form set forth in Exhibit A-1 attached hereto.

1.5 Assumed Liabilities. The meaning set forth in Section 2.3.

1.6 Assumption Agreement. That certain Assumption Agreement pursuant to which the Buyer will assume the Assumed Liabilities, in substantially the form set forth in Exhibit A-2 attached hereto.

1.7 Balance Sheet. The unaudited, interim, balance sheet of the Seller as at August 31, 2009.

1.8 Benefit Arrangement. Any plan or arrangement not subject to ERISA maintained or otherwise contributed to by the Seller for the benefit of Business Employees and providing for deferred compensation, bonuses, equity compensation, employee insurance coverage, or any similar compensation or welfare benefit arrangement, including without limitation any employment agreement, bonus arrangement, stock option, stock purchase, deferred compensation plan or arrangement, vacation pay, severance pay, or other employee fringe benefit plans now or previously maintained, sponsored, or contributed to by the Seller.

1.9 Benefit Plan. An "employee benefit plan," as such term is defined in Section 3(3) of ERISA, that is maintained or otherwise contributed to by the Seller for the benefit of Business Employees and that is covered by ERISA .

1.10 Bills of Sale. One or more bills of sale pursuant to which in furtherance of the Foreclosure Sale and in addition to the transfer of the Assets to the Buyer pursuant to Section 9-617 of the Uniform Commercial Code of the State of New York, and for the avoidance of doubt, the Seller will transfer, and convey the Seller's right, title and interest in and to certain of the Assets to the Buyer, in substantially the form set forth in Exhibit B attached hereto.

1.11 Business. The meaning set forth in the Recitals.

1.12 Business Consultant. The meaning set forth in Section 3.11(a).

1.13 Business Employee. The meaning set forth in Section 3.11(a).

1.14 Buyer. GF Phoenix Corp., a Delaware corporation.

1.15 Cash Purchase Price. The meaning set forth in Section 2.5.

1.16 Code. The Internal Revenue Code of 1986, as amended.

1.17 Contracts. All of the Seller's binding contracts, arrangements, understandings, agreements, leases, and instruments to which the Seller is a party, by which the Seller, any of the Assets, or the Business is bound, or to which the Seller, any of the Assets or the Business is subject, including but not limited to those listed on Section 3.10(a) of the Disclosure Schedule, but excluding any Excluded Assets or Excluded Liabilities.

1.18 Data Room. The Seller's data room managed by InterLinks, Inc. and located on the Internet at <https://services.intralinks.com/AZ?w=720395&p=3>.

1.19 Disclosure Schedule. The schedule attached hereto pursuant to Section 3 that identifies with reasonable specificity the exceptions and limitations to the representations and warranties of the Seller set forth in Section 3, and the matters specifically required by this Agreement to be set forth therein.

1.20 ERISA. The Employee Retirement Income Security Act of 1974, as amended.

1.21 Excluded Assets. The meaning set forth in Section 2.2.

1.22 Excluded Liabilities. The meaning set forth in Section 2.4.

1.23 Foreclosure Sale. The meaning set forth in the recitals hereto.

1.24 Holdings. Airborne Holdings, Inc., a Delaware corporation, which is the owner of all of the issued and outstanding capital stock of the Seller.

1.25 Intellectual Property. All patents (including all reissues, divisions, continuations, and extensions thereof), patent applications, patent rights, trademarks, trademark registrations, trademark applications, service marks, trade names, business names, brand names, copyrights, copyright registrations, designs, design registrations, internet domain names, websites, customer lists, supplier lists, customer databases, and all rights to any of the foregoing, of the Seller that are used, held for use, or intended to be used primarily in the operation or conduct of the Business.

1.26 IP Assignment Agreement. That certain Intellectual Property Assignment Agreement to be executed by the Seller and the Buyer, in substantially the form set forth in Exhibit C attached hereto.

1.27 Inventory. The raw materials, work in process, finished goods, supplies, and other inventories of the Seller (including in transit, on consignment, or in the possession of any third party) on the date hereof that are used, held for use, or intended to be used primarily in the operation or conduct of the Business, excluding demonstrations, samples, products used in advertising and marketing, and other amounts not deemed to be material to the conduct of the Business.

1.28 Knowledge of the Seller. The actual knowledge of Kathy Enzler, Nancy Killilea, Calvin East, Marti Morfitt, and Darran M. Spence after due inquiry. As used herein, "due inquiry" means that each of such Persons has (i) read the applicable provisions of this

Agreement and the other Transaction Documents that relate to his or her area of expertise or responsibility, and (ii) has made inquiry of those individuals within the Seller or its Affiliates whom such Person reasonably believes would have direct knowledge of the relevant matters.

1.29 Law. Any Canadian or U.S. federal, state, local, or municipal law, ordinance, or regulation.

1.30 Lender Group. The banks, financial institutions, and entities that are parties to that certain Credit Agreement, dated as of November 30, 2006, among Holdings, the Seller, the lenders referenced therein, and BNP Paribas as administrative agent, as amended, including each bank, financial institution and entity party thereto in its capacity as a letter of credit issuer and/or an agent for the lenders thereunder.

1.31 Liability. Any liability or obligation of a Person of any kind, character, or description, whether known or unknown, absolute or contingent, accrued or unaccrued, disputed or undisputed, liquidated or unliquidated, secured or unsecured, joint or several, due or to become due, vested or unvested, executory, determined, determinable, or otherwise, and whether or not the same is required to be accrued on the financial statements of such Person.

1.32 Lien. Any security interest, lien, encumbrance, mortgage, deed of trust, hypothecation, or other adverse claim, including but not limited to a lien of attachment, judgment, or execution.

1.33 Litigation. Those suits, actions, proceedings, and arbitrations listed on Schedule 1.33, which list includes a brief description of each such item.

1.34 Lockbox Assignment Agreement. That certain Lockbox Assignment Agreement by and among Seller, First National Bank of Central California, a division of Pacific Capital Bank, N.A., and Buyer, dated as of the date hereof, pursuant to which Seller's Lockbox Account Number 000-0051 located at Airborne, Inc., Lockbox Number 22330; Dept LA 22330; Pasadena, CA 91185-2330 is being assigned to Buyer effective as of the date hereof.

1.35 Material Adverse Effect. An effect, occurrence, development, or circumstance (other than the Foreclosure Sale) that would (i) be materially adverse to the Business, Assets, properties, results of operations, or financial condition of the Business, (ii) materially impair the validity or enforceability of this Agreement or any other Transaction Document against any party thereto, or (iii) materially adversely affect either party's ability to perform its obligations under this Agreement or any other Transaction Document; provided that Material Adverse Effect shall not include the results or effects of any of the following to the extent occurring after the date hereof: (a) the commencement, occurrence, or material escalation of any war, armed hostilities, or terrorism in the United States, (b) any adverse change in the United States economy or the securities, credit, or financial markets in the United States in general, or (c) any adoption, implementation, proposal, or change in any applicable Law, any required change in United States generally accepted accounting principles, consistently applied, or any change in the interpretation of any of the foregoing that, in the case of clauses (a), (b), and (c) of this Section 1.34, do not have a disproportionate impact on the Business.

1.36 Net Working Capital. The amount by which the current assets of the Seller on the date hereof, excluding the Excluded Assets, exceed the current liabilities of the Seller on the date hereof, excluding the Excluded Liabilities, calculated in a manner consistent in all cases with the presentation and the method of calculation of working capital components shown on the latest audited financial statements of the Seller.

1.37 Noncompete, Nonsolicitation, Nondisparagement and Nondisclosure Agreement. That certain Noncompete, Nonsolicitation, Nondisparagement and Nondisclosure Agreement to be executed by the Seller and each of the Persons specified in Schedule 2.9(a)(iii), in substantially the form set forth in Exhibit D attached hereto.

1.38 Permits. The meaning set forth in Section 3.24(b).

1.39 Permitted Liens. All (i) Liens imposed by law for Taxes (other than payroll Taxes), assessments, and charges of any governmental authority for claims not yet due or that are being contested in good faith, (ii) statutory Liens of landlords, carriers, warehousemen, mechanics, and materialmen, and other Liens imposed by Law or that arise by operation of Law in the ordinary course of business, in each case only for amounts not yet due or that are being contested in good faith, (iii) Liens incurred and deposits made in the ordinary course of business (including, without limitation, surety bonds and appeal bonds) in connection with workers' compensation, unemployment insurance, or other type of social security benefits or to secure the performance of all tenders, bids, leases, contracts, statutory obligations, and other similar obligations, (iv) purchase money Liens in connection with the purchase of equipment or other property in the normal course of business, and (v) Liens disclosed on Schedule 1.39.

1.40 Person. An individual, partnership, corporation, business trust, limited liability company, limited liability partnership, joint stock company, trust, unincorporated association, joint venture, or other entity or a governmental entity.

1.41 Regulatory Provisions. The meaning set forth in Section 3.24(a).

1.42 Required Consent. The meaning set forth in Section 2.7.

1.43 Secured Party. The meaning set forth in the recitals hereto.

1.44 Security Agreement. The meaning set forth in the recitals hereto.

1.45 Seller. Airborne Health, Inc., a Delaware corporation.

1.46 Seller Business Records. The meaning set forth in Section 2.13(b).

1.47 Tax or Taxes. Any federal, state, local, or non-U.S. income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental (including taxes under Section 59A of the Code), 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, whether computed on a separate or consolidated, unitary or combined basis or in any other manner, including any interest, penalty,

or addition thereto, whether disputed or not and including any obligation to indemnify or otherwise assume or succeed to the tax liability of any other Person.

1.48 Tax Return. Any return, declaration, report, claim for refund, or information return or statement relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof.

1.49 Technology. All trade secrets, confidential information, inventions, know how, discoveries, concepts, ideas, formulae, processes, procedures, research records, records of inventions, test information, business and marketing plans, market surveys, and marketing know-how of the Seller that are used, held for use, or intended to be used primarily in the operation or conduct of the Business.

1.50 Transaction Documents. This Agreement, the Assignment Agreement, the Assumption Agreement, the Bills of Sale, the IP Assignment Agreement, the Noncompete, Nonsolicitation, Nondisparagement and Nondisclosure Agreement, the Lockbox Assignment Agreement, the documents relating to the Foreclosure Sale and such other instruments of transfer and conveyance as the Buyer may reasonably request pursuant to Section 2.9(a)(i).

1.51 Waiver of Right to Redeem. That certain Waiver of Right to Redeem in which in accordance with Section 9-624 of the Uniform Commercial Code of the State of New York, Seller and Holdings have validly waived their rights of redemption with respect to the Assets under Section 9-623 of the Uniform Commercial Code of the State of New York, in substantially the form set forth in Exhibit E attached hereto.

1.52 WARN Act. The Worker Adjustment Retraining Notification Act of 1988, as amended.

2. PURCHASE AND SALE OF THE ASSETS.

2.1 Purchase and Sale of the Assets. To facilitate the Foreclosure Sale, the Seller acknowledges and approves the validity of the Foreclosure Sale and, in addition to the transfer of the Assets to the Buyer pursuant to Section 9-617 of the Uniform Commercial Code of the State of New York, for the avoidance of doubt, the Seller hereby conveys, assigns, transfers, and delivers to the Buyer, and the Buyer hereby purchases and acquires from the Seller, free and clear of all Liens except for Permitted Liens, all of the Seller's right, title and interest in and to the assets, properties, goodwill, and operations used in, held for use in, or intended to be used primarily in the operation or conduct of the Business of every type and description, personal, tangible and intangible, known and unknown, wherever located and whether or not reflected on the books and records of the Seller, as the same shall exist on the date hereof, including but not limited to the assets set forth on Schedule 2.1, other than the Excluded Assets (collectively, the "Assets").

2.2 Excluded Assets. Notwithstanding any other provision of this Agreement, the Seller shall not sell, assign, or transfer to the Buyer, and the Buyer shall not purchase from the Seller, the following assets (collectively, the "Excluded Assets"):

(a) This Agreement. All of the rights of the Seller under this Agreement, the Transaction Documents, and any documents delivered or received in connection herewith;

(b) Retained Cash. Cash in an amount equal to \$249,000, net of checks written but not yet presented for payment as of the date hereof (it being understood that any cash, investments, and cash equivalents on hand or in the Seller's accounts as of the date hereof in excess of such amount shall be included in the Assets);

(c) Tax Refunds. All refunds and other payments owed to Seller or Holdings from the Internal Revenue Service or any other taxing authority;

(d) Corporate Records. All corporate minute books, stock ledgers, and other corporate books and records of the Seller relating solely to corporate level activities of the Seller and all books and records of the Seller not relating to the Business, the Assets, or the Assumed Liabilities;

(e) Litigation. All Litigation;

(f) Insurance Claims. All proceeds from pending insurance claims under directors and officers insurance coverage; and

(g) Other Excluded Assets. The assets of the Seller set forth on Schedule 2.2.

2.3 Assumption of the Assumed Liabilities. The Buyer hereby assumes and shall discharge, perform, and otherwise be solely responsible for, all Liabilities of the Seller incurred in the ordinary course of the Business and outstanding as of or subsequent to the date hereof and all other Liabilities related to the Assets on matters occurring subsequent to the date hereof, including but not limited to trade payables, accrued vacation pay, sick pay COBRA obligations, severance obligations (but only to the extent owing in respect of any Business Employee to whom Buyer does not make an offer of employment pursuant to Section 2.10), bonus, and other Liabilities owed by the Seller to its employees, all contracts, all real property, equipment, and other leases, and warranty and product liability claims, other than the Excluded Liabilities (collectively, the "Assumed Liabilities").

2.4 Excluded Liabilities. The Buyer shall not assume or become obligated to pay and the Seller shall continue to be responsible for and shall pay when due (subject to any grace period) the following Liabilities (collectively, the "Excluded Liabilities"):

(a) Bank Debt. All Liabilities owed by the Seller and all Liabilities owed by Holdings to the Lender Group, whether under the Credit Agreement or otherwise;

(b) Leases. All Liabilities of the Seller and all Liabilities of Holdings under the leases for real property in Bonita Springs, Florida and Parsippany, New Jersey;

(c) Litigation. All Liabilities of the Seller and all Liabilities of Holdings arising out of the Litigation;

(d) Violations of Law. All Liabilities of the Seller and all Liabilities of Holdings arising out of any violation or alleged violation by the Seller or any of its Affiliates, the Business, or any Business Consultant or Business Employee of any applicable Law prior to the date hereof;

(e) Taxes. All Liabilities of the Seller for any federal, state, or local income taxes and all Liabilities to the extent not included in Net Working Capital as of the date hereof for (i) any other Taxes of the Seller or of any member of its affiliated group within the meaning of Code § 1504(a) and (ii) the unpaid Taxes of any Person under Reg. §1.1502-6 (or any similar provision of state, local, or non-U.S. law), as transferee or successor, by contract or otherwise;

(f) Certain Contractual Obligations. All Liabilities of the Seller arising out of any breach by the Seller of, or nonperformance by Seller under, any Contract prior to the date hereof;

(g) Transaction Expenses. All Liabilities of the Seller and all Liabilities of Holdings for expenses and costs of professionals relating to the transactions contemplated by this Agreement and the Transaction Documents, including but not limited to legal, accounting, and investment banking expenses (which shall be paid out of the Cash Purchase Price at the closing), and for bonuses payable in connection with the transactions contemplated by this Agreement, if any; and

(h) Affiliate Liabilities. All Liabilities of the Seller to any Affiliate or stockholder of the Seller or Holdings, and all Liabilities of Holdings to any Affiliate or stockholder of the Seller or Holdings.

(i) Other Excluded Liabilities. All liabilities of the Seller set forth on Schedule 2.4.

2.5 Consideration. The consideration for the sale of the Assets is Thirty Two Million Dollars (\$32,000,000) (the "Cash Purchase Price") paid to the Secured Party pursuant to the Foreclosure Sale and the assumption of the Assumed Liabilities. The Buyer shall pay the Cash Purchase Price to the Secured Party upon consummation of the Foreclosure Sale.

2.6 [Intentionally Omitted].

2.7 Consents of Third Parties. With respect to any Asset for which a Required Consent has not been obtained as of the date hereof, if requested by the Buyer and permitted by the terms of such Asset, the Seller will subcontract to the Buyer such Asset (i) until the earlier of the date on which such Required Consent is obtained and is effective or the date on which the term of such Asset ends, (ii) at the price specified in such Asset without any additional mark-up, and (iii) otherwise on the same terms and conditions as are included in such Asset, and the Buyer, under such subcontract, will be responsible for the costs associated with the performance of such Asset to the extent arising after the date hereof and will be entitled to and will receive all of the benefits, including any revenues, from such Asset. If subcontracting such Asset is not permitted under its terms, the Seller and the Buyer will cooperate with one another in any reasonable arrangement designed to give the Buyer the practical benefits of such Asset and the

obligations arising after the date hereof under such Asset that otherwise would have been Assumed Liabilities. For purposes of this Agreement, "Required Consent" means those consents, waivers, and approvals of third parties and governmental entities listed in Schedule 2.7.

2.8 Closing. The closing of the transactions contemplated by this Agreement shall be effective as of the date hereof. Closing shall consist of the delivery of the Transaction Documents, the delivery of the items set forth in Section 2.9, and the payment of the Cash Purchase Price in accordance with Section 2.5, together with the other matters required to occur at closing pursuant to this Agreement. Documents will be delivered into escrow with opposing legal counsel by the Seller and the Buyer and such items shall be released by mutual consent of the parties.

2.9 Deliveries.

(a) The Seller's Deliveries. On the date hereof, the Seller shall deliver to the Buyer:

(i) Foreclosure Sale. Delivery of a transfer statement from the Secured Party to the Buyer pursuant to Section 9-619 of the Uniform Commercial Code of the State of New York and evidence reasonably satisfactory to Buyer that the Foreclosure Sale will be consummated contemporaneously with the closing;

(ii) The Assets. The Assets, together with the Assignment Agreement, the Bills of Sale, and such other instruments of transfer and conveyance as the Buyer may reasonably request in order to vest in the Buyer title to the Assets, each in form and substance mutually satisfactory to the parties, duly executed by the Seller;

(iii) Noncompete, Nonsolicitation, Nondisparagement and Nondisclosure Agreement. The Noncompete, Nonsolicitation, Nondisparagement and Nondisclosure Agreement, duly executed by the Seller and each of the Persons set forth in Schedule 2.9(a)(iii);

(iv) Required Consents. To the extent not waived in writing by the Buyer or adequately addressed, in Buyer's sole discretion, through other arrangements made pursuant to Section 2.7, the Seller shall deliver all Required Consents in form and substance reasonably satisfactory to the Buyer and in full force and effect;

(v) Intellectual Property Assignment Agreement. The IP Assignment Agreement, duly executed by the Seller;

(vi) Secretary's Certificate. A certificate, of even date herewith, duly executed by the Seller's Secretary certifying (1) true and correct copies of resolutions or consent actions taken by the Board of Directors and the shareholders of the Seller and of Holdings authorizing the execution and delivery of this Agreement and the Transaction Documents executed by the Seller pursuant hereto and authorizing the consummation of the transactions contemplated herein and therein, and (2) the names of the Seller's officers authorized to sign this Agreement and such Transaction Documents, together with the true signatures of such officers;

(vii) Lockbox Assignment Agreement. The Lockbox Assignment Agreement, duly executed by Seller and First National Bank of Central California, a division of Pacific Capital Bank, N.A.;

(viii) Fictitious Name. Evidence reasonably satisfactory to Buyer of the abandonment by Seller and Holdings of the fictitious name "Airborne, Inc." or any other fictitious name maintained by Seller or Holdings in connection with the operation of the Business that uses the term "Airborne" in each jurisdiction in which it maintains such fictitious name, including without limitation Monterey County, California; and

(ix) Waiver of Right to Redeem. The Waiver of Right to Redeem, duly executed by the Seller.

(b) The Buyer's Deliveries. On the date hereof, the Buyer shall deliver to the Seller:

(i) Foreclosure Sale. Evidence reasonably satisfactory to Seller that the Cash Purchase Price has been paid to the Secured Party;

(ii) The Assumption Agreement. The Assumption Agreement, duly executed by the Buyer; and

(iii) Secretary's Certificate. A certificate, of even date herewith, duly executed by the Buyer's Secretary certifying (1) true and correct copies of resolutions or consent actions taken by the Board of Directors of the Buyer authorizing the execution and delivery of this Agreement and the Transaction Documents executed by the Buyer pursuant hereto and authorizing the consummation of the transactions contemplated herein and therein, and (2) the names of the Buyer's officers authorized to sign this Agreement and such Transaction Documents, together with the true signatures of such officers.

2.10 Employees. The Seller shall terminate the employment relationship of all of its employees, effective on the date hereof. The Buyer shall offer to hire all of the Seller's employees with substantially the same job descriptions, compensation, severance and benefits as provided by the Seller immediately prior to the date hereof as set forth on Section 3.11(a)(ii) of the Disclosure Schedule, effective on the date hereof. Buyer's employment offers shall, solely in the case of Business Employees who are entitled to severance in certain circumstances under the terms of their employment with Seller, be subject to and conditioned upon each employee's execution and delivery of a release of all claims against the Seller and Holdings in a form prepared by the Seller. Buyer shall, in addition, use its commercially reasonable efforts to obtain the execution and delivery of a release of all claims against the Seller and Holdings in a form prepared by the Seller by each Business Employee who is not entitled to severance under the terms of his or her employment with Seller. The Seller intends, to the extent permitted by applicable law, to promptly provide the Buyer with copies of the employment files of all employees. Although the Buyer is acquiring these files as part of the Assets pursuant to the terms of this Agreement, the Buyer agrees that it will not use information in these files for any illegal or improper purpose. To the extent that the Buyer hires the Seller's former employees, the Buyer agrees that any employment decision it makes will not be based on (i) any information

learned from the review of an employee's employment file, (ii) any disciplinary measure taken or recorded by the Seller, or, (iii) any discriminatory factor such as race, color, religious creed, sex, pregnancy, marital status, age, national origin or ancestry, physical or mental disability, medical condition including genetic characteristics, sexual orientation, gender, veteran status, or any other consideration made unlawful by federal, state, or local laws.

2.11 Allocation of Purchase Price. The parties shall allocate the purchase price among the Assets as set forth on Schedule 2.11. The parties shall file all Tax Returns and related forms (including, without limitation, Form 8594) in accordance with such allocation and shall not make any inconsistent written statement or take any inconsistent position on any Tax Return, in any refund claim, or during the course of any Internal Revenue Service or other Tax audit.

2.12 Sales Taxes. All sales, transfer, use, and other similar taxes imposed in connection with the transfer of the Assets hereunder or under the Foreclosure Sale, without duplication, whether such taxes are assessed initially against the Seller or the Buyer, shall be borne and paid by the Buyer.

2.13 Post-Closing Covenants.

(a) **Corporate Amendments.** On or prior to the second business day immediately following the date hereof, each of the Seller and Holdings shall deliver to the Delaware Secretary of State for filing a Certificate of Amendment to its respective Certificate of Incorporation, reasonably satisfactory to the Buyer, changing its corporate name to a name dissimilar from "Airborne Health, Inc." and "Airborne Holdings, Inc.," respectively and that does not use the term "Airborne", and shall do such other things as shall be reasonably necessary to permit the Buyer to assume and use the above names and any and all other names utilized by the Seller and Holdings in operating the Business. The Seller and Holdings shall be solely responsible for any fees associated with filing such amendments.

(b) **Retention of and Access to Records.** The Buyer shall retain for a period of six (6) years or such longer period required by applicable Law those records of the Seller delivered to the Buyer hereunder (the "Seller Business Records"). Subject to a customary confidentiality agreement, the Buyer also shall provide the Seller, the individuals listed on Schedule 6.12, and their respective designees (none of which designees shall be competitors of the Business, as determined in the Buyer's reasonable discretion) reasonable access to the Seller Business Records and the right to make copies thereof, during normal business hours and on at least three (3) business days prior written notice, to enable the Seller as reasonably necessary (i) to prepare financial statements or Tax Returns, (ii) to respond to any Tax audit, (iii) to comply with its existing obligations owed to third parties pursuant to the Contracts set forth on Schedule 2.13(b), (iv) to prosecute or defend any claim against or by a third party, as applicable or (v) to respond to subpoenas from or to comply with orders of any federal or state court, arbitrator, agency or administrative body. In addition, should Seller determine in good faith that any Seller Business Records are required in less than three business days, Buyer shall use reasonable efforts to provide such Seller Business Records to Seller in a shorter period of time. Additionally, the Buyer shall instruct ORBIT Systems, Inc. and any predecessor or successor information technology provider, to cooperate with any request for Seller Business Records from Seller pursuant to this section by using reasonable effort to provide the requested Seller Business

Records. During such six (6)-year or longer period, the Buyer shall not destroy any material records to which the Seller would have access under this Section 2.13(b) without first using its commercially reasonable efforts to notify the Seller or its designees of the proposed destruction and giving the Seller or its designees the opportunity, at the expense of the Seller or its designees, to take possession of or make copies of such records prior to destruction. Subject to a customary confidentiality agreement, the Seller shall provide the Buyer and its designees reasonable access to the books, records and accounts of Seller related to the Business and the right to make copies thereof, during normal business hours and on at least three (3) business days prior written notice and shall furnish promptly to Buyer any information concerning the Business as the Buyer may reasonably request.

(c) Insurance Policies. For a period of five (5) years after the date hereof, the Buyer shall maintain in full force and effect policies of property, casualty, general liability, products liability, directors and officers, excess, and other insurance or other policies with commercially reasonable coverages and limits of coverage, and shall, only in the case of its policies of general liability, product liability, and corresponding excess insurance, cause the Seller to be named as additional named insured on such policies, with such additional named insured status extending to include the Seller's current officers and directors. On the Seller's request, the Buyer shall provide reasonably satisfactory evidence that such insurance policies continue to be in effect and that all premiums have been paid.

(d) [Intentionally Omitted.]

(e) Tax Filings. From and after the date hereof, the Seller shall timely prepare and file, or cause to be timely prepared and filed, including all available extensions, on a basis consistent with past practice, all Tax Returns required to be filed with respect to the Seller or the Business for any taxable period that ends on or before the date hereof, including without limitation the Tax Returns set forth on Section 3.6(a) of the Disclosure Schedule. The Seller shall timely pay any Taxes shown as due on such Tax Returns.

3. REPRESENTATIONS AND WARRANTIES OF THE SELLER. Subject to the exceptions and limitations set forth in the Disclosure Schedule, which identifies exceptions and limitations by specific section reference, the Seller hereby represents and warrants to the Buyer as follows:

3.1 Organization and Good Standing. The Seller is a corporation duly organized, validly existing, and in good standing under the laws of the State of Delaware with the power to own its properties and carry on its businesses as they are now being conducted. Section 3.1 of the Disclosure Schedule sets forth a list of each jurisdiction in which the Seller is qualified to conduct and operate the Business. The Seller is qualified to conduct business in every state in which it is required to be qualified to conduct business, except where the failure to be so qualified would not have or be reasonably expected to have a Material Adverse Effect. The Seller has the requisite corporate power and authority to execute, deliver, and perform this Agreement and the other Transaction Documents to which it is a party and to consummate the transactions contemplated herein and therein.

3.2 Authorization. The execution, delivery, and performance by the Seller of this Agreement and the other Transaction Documents to which it is a party and the consummation of the transactions contemplated herein and therein have been duly and validly authorized by all necessary action on the part of the Seller. This Agreement and the other Transaction Documents to which the Seller is a party have been duly and validly executed and delivered by the Seller, and constitute the legal, valid, and binding obligations of the Seller, enforceable against the Seller in accordance with their respective terms, subject to applicable bankruptcy, insolvency, moratorium, and other laws affecting the enforcement of creditors' rights generally and except as such enforceability is subject to the application of the general principles of equity.

3.3 No Violation. The execution and delivery by the Seller of this Agreement and the other Transaction Documents to which it is a party does not, and the performance by the Seller of this Agreement and the other Transaction Documents to which it is a party and the consummation of the transactions contemplated herein and therein will not, materially conflict with, violate, cause a breach of or default under (or an event which with notice and/or lapse of time would become a default), or give rise to a right of acceleration or cancellation or the imposition of any Lien on any of the Assets under the provisions of (i) the Certificate of Incorporation or Bylaws of the Seller, or (ii) any provision of any material Contract to which the Seller is a party or by which any of the Assets are bound, except as would not have or be reasonably expected to have a Material Adverse Effect, individually or in the aggregate.

3.4 No Governmental Consent. The execution and delivery by the Seller of this Agreement and the other Transaction Documents to which it is a party does not, and the performance by the Seller of this Agreement and the other Transaction Documents to which it is a party and the consummation of the transactions contemplated herein and therein will not, conflict with or violate any Law, order, judgment, or decree of any court, administrative agency, or governmental authority, or any license or permit from any federal, state, or local governmental authority applicable to the Seller, except where such conflict or violation would not have or be reasonably expected to have a Material Adverse Effect. The execution and delivery by the Seller of this Agreement and the other Transaction Documents to which it is a party does not, and the performance by the Seller of this Agreement and the other Transaction Documents to which it is a party and the consummation of the transactions contemplated herein and therein will not, require any approval, consent, authorization, or permit from or any filing with any federal, state, or local governmental authority, except where the failure to obtain such approval, consent, authorization, or permit would not have or be reasonably expected to have a Material Adverse Effect.

3.5 Financial Statements. The Seller has delivered and/or made available to the Buyer copies of the following financial statements, all of which have been prepared in accordance with generally accepted accounting principles in the United States consistently applied throughout the periods indicated and are consistent with the books and records of the Seller regularly maintained by the Seller and used to prepare the Seller's financial statements:

(a) Annual Financial Statements. The balance sheets of the Seller as at April 30, 2007, as audited by Deloitte & Touche, LLP, and as at April 30, 2008 and 2009, as audited by McGladrey & Pullen, LLP, each of which presents fairly in all material respects as of

its date the financial condition and assets and liabilities of the Seller, together with statements of operations, cash flows, and stockholders' equity of the Seller for the years ended April 30, 2007, 2008, and 2009, which present fairly in all material respects the consolidated results of operations of the Seller for the periods indicated; and

(b) Interim Financial Statements. The Balance Sheet, set forth in Section 3.5 of the Disclosure Schedule, which presents fairly in all material respects as of its date the financial condition and assets and liabilities of the Seller, together with interim statements of operations, cash flows, and stockholders' equity of the Seller for the three (3) months ended July 31, 2009, which present fairly in all material respects the results of operations of the Seller for the period indicated.

3.6 Tax Returns.

(a) Tax Returns. The Seller has prepared and timely filed with the appropriate federal, state, county, or local tax authority all Tax Returns required to be filed by it under all applicable laws and regulations, except for returns for Taxes that in the aggregate amounts are not material, which returns were true, complete, and correct in all material respects, and the Seller has paid all Taxes required to be paid through the date hereof, whether or not disputed, except for amounts that in the aggregate are not material. All Taxes that the Seller was or is required to withhold or collect, except for amounts in the aggregate are not material, have been withheld and collected and have been paid over to the proper governmental authorities or will be paid when due. The Seller is not the beneficiary of any extension of time within which to file any Tax Return. The Seller has not executed or filed with the Internal Revenue Service or any other taxing authority an agreement extending the period for the assessment or collection of any Tax, or an agreement to have the provisions of former Section 341(f) of the Code applied to it. The Seller has not received notice of any claim made by the taxing authority in any jurisdiction where it does not file Tax Returns that it is, or may be, subject to taxation by that jurisdiction. There are no Liens on any of the Assets that arose in connection with any failure or alleged failure to pay any Tax, other than Permitted Liens.

(b) No Dispute or Audit. There is no dispute or claim concerning any Tax Liability of the Seller either (i) claimed or raised by any Tax authority in writing, or (ii) to the Knowledge of the Seller. No Tax Returns of the Seller have ever been audited by a Tax authority. The Seller has delivered to the Buyer correct and complete copies of all income Tax Returns for periods ending on or after December 31, 2005.

(c) Unpaid Taxes. The unpaid Taxes of the Seller did not, as of the most recent fiscal month end, exceed the reserve for Tax Liability (rather than any reserve for deferred Taxes established to reflect timing differences between book and Tax income) set forth on the Balance Sheet.

(d) Subsidiaries. The Seller does not have, and has never had, any subsidiaries.

3.7 Undisclosed Liabilities. Except for the Liabilities set forth on the Balance Sheet, in the footnotes of the financial statements set forth in Section 3.5(a), or incurred in the

course of the conduct of the Business since the date of the Balance Sheet consistent with past practices, there are no Liabilities that would, individually or in the aggregate, have or reasonably be expected to have a Material Adverse Effect.

3.8 Real Property. The Seller does not own any real property or interests in real property. Section 3.8 of the Disclosure Schedule sets forth a complete list of all real property and interests in real property leased by the Seller and used, held for use, or intended to be used primarily in the operation or conduct of the Business, other than any such property or interest constituting an Excluded Asset. The Seller has good and valid title to the leasehold estates in all such leased property, in each case free and clear of all Liens, except Permitted Liens.

3.9 Intellectual Property.

(a) List of Intellectual Property. Section 3.9(a) of the Disclosure Schedule sets forth, to the Knowledge of the Seller, an accurate and complete list of all currently active material Intellectual Property owned, used, filed by, or licensed to the Seller, other than Intellectual Property that, individually and in the aggregate, is not material to the conduct of the Business as presently conducted, and all jurisdictions in which such Intellectual Property is registered or registrations applied for and all registration and application numbers. To the Knowledge of the Seller, (i) Intellectual Property has been duly registered in, filed in, or issued by the appropriate governmental entity where such registration, filing, or issuance was deemed necessary or appropriate for the conduct of the Business as presently conducted, other than Intellectual Property that, individually and in the aggregate, is not material to the conduct of the Business as presently conducted, (ii) the Seller is the sole and exclusive owner or licensee of, and the Seller has the right to use, execute, reproduce, modify, enhance, distribute, and prepare derivative works of, without payment to any other Person, all the Intellectual Property owned by the Seller, and the consummation of the transactions contemplated by this Agreement and the other transactions contemplated in the Transaction Documents does not and will not conflict with, alter, or impair any such rights, (iii) no claims are pending or threatened as of the date of this Agreement against the Seller by any Person with respect to the ownership, validity, enforceability, effectiveness or use in the Business of any Intellectual Property owned by the Seller, and (iv) during the past three (3) years the Seller has not received any written communication from any Person asserting any ownership interest in any Intellectual Property that is owned by the Seller or alleging that the Seller has in the conduct of the Business violated any rights relating to the Intellectual Property of such Person.

(b) Licensed Intellectual Property. The Seller is not bound by or a party to any option, license, or agreement of any kind relating to the Intellectual Property of any other Person for the use of such Intellectual Property in the conduct of the Business, except as set forth in Section 3.9(a) of the Disclosure Schedule and except for so called "shrink wrap" license agreements relating to computer software licensed in the ordinary course of the Business.

(c) Non-Infringement. To the Knowledge of the Seller, there are no existing or pending claims that the conduct of the Business infringes the Intellectual Property of any other Person, except for such violations, conflicts, or infringements that, individually or in

the aggregate, have not had and could not reasonably be expected to have a Material Adverse Effect.

3.10 Contracts.

(a) List of Contracts. Set forth in Section 3.10(a) of the Disclosure Schedule is a list of each Contract that is used, held for use, or intended for use primarily in, or that arises primarily out of, the operation or conduct of the Business and that is:

- (i) an employment agreement or employment contract;
- (ii) a covenant not to compete or other covenant of the Seller restricting the development, manufacture, marketing, or distribution of the products and services of the Business;
- (iii) a Contract with (A) any shareholder or Affiliate of the Seller, or (B) any current or former officer, director, or employee of the Seller or any of its Affiliates (other than employment agreements covered by clause (i) above);
- (iv) a lease, sublease, or similar Contract with any Person under which the Seller is a lessor or sublessor of, or makes available for use to any Person, (A) any real property owned or leased by the Seller, or (B) any portion of any premises otherwise occupied by the Seller;
- (v) a lease, sublease, or similar Contract with any Person under which (A) the Seller is lessee of, or holds or uses, any machinery, equipment, vehicle, or other tangible personal property owned by any Person, or (B) the Seller is a lessor or sublessor of, or makes available for use by any Person, any tangible personal property owned or leased by the Seller, in any such case has an aggregate future liability or receivable, as the case may be, in excess of Fifty Thousand Dollars (\$50,000);
- (vi) a Contract under which the Seller has borrowed any money from or issued any note, bond, debenture, or other evidence of indebtedness to any Person;
- (vii) a Contract under which (A) any Person has directly or indirectly guaranteed indebtedness, liabilities, or obligations of the Seller, or (B) the Seller has directly or indirectly guaranteed indebtedness, liabilities, or obligations of any other Person (in each case other than endorsements for the purpose of collection in the ordinary course of business);
- (viii) a Contract with or license or permit by or from any governmental entity;
- (ix) a Contract that has an aggregate future liability to any Person or an aggregate future receivable from any Person in excess of Fifty Thousand Dollars (\$50,000) in any fiscal year;

(x) a material license, option, or other Contract relating in whole or in part to the Intellectual Property (including any license or other Contract under which the Seller is licensee or licensor of any Intellectual Property) or to any Technology;

(xi) a Contract providing for indemnification of any Person with respect to liabilities relating to any current or former business of the Seller or any predecessor person;

(xii) a confidentiality agreement;

(xiii) an exclusivity arrangement;

(xiv) a requirements contract; and

(xv) any other Contract that is material to the Business.

(b) Contracts in Full Force. All material Contracts are valid and are in full force and effect and constitute legal, valid, and binding obligations of the Seller and, to the Knowledge of the Seller, of the other parties thereto, and are enforceable in accordance with their respective terms, subject to applicable bankruptcy, insolvency, moratorium, and other laws affecting the enforcement of creditors' rights generally and except as such enforceability is subject to the application of the general principles of equity. To the Knowledge of the Seller, there has been no notice or threat to terminate any material Contract, which termination, individually or in the aggregate, is reasonably expected to have a Material Adverse Effect. The Seller is not and, to the Knowledge of the Seller, no other party is in default in complying with any provisions of any material Contract, except for such defaults that have not had, and are not reasonably expected to have, a Material Adverse Effect, individually or in the aggregate.

3.11 Employee Matters.

(a) Listing. Section 3.11(a) of the Disclosure Schedule contains a true and complete list of:

(i) all employee handbooks and manuals relating to the Business Employees of the Seller, true, complete, and correct copies of which have been delivered (or made available) to the Buyer;

(ii) all employees of the Business (each, a "Business Employee"), together with each such employee's job title, current rate of base salary or hourly wage, full- or part-time status, most recent annual bonus or commission, accrued sick, personal, and vacation days, date of hire, and current employment status (e.g., leave of absence and cause therefore, together with date that leave commenced and is expected to end). Except as set forth in Section 3.11(a) of the Disclosure Schedule, the employment of each Business Employee is at will; and

(iii) each consultant or independent contractor who currently provides, or who has within the prior twelve (12)-month period provided, services to the

Business (each, a "Business Consultant"). A copy of each written agreement between the Seller and each Business Consultant has been delivered (or made available) to the Buyer.

(b) Claims. No claim by any past or present employee of the Business that such employee was subject to a wrongful discharge or any employment discrimination arising out of or relating to such employee's race, sex, age, religion, national origin, ethnicity, handicap, or any other protected characteristic under applicable Laws is outstanding, nor to the Knowledge of the Seller threatened. No proceedings are pending before any governmental authority or arbitrator relating to labor matters, and to the Knowledge of the Seller there is no pending investigation or written claim by any governmental entity relating to labor or employment matters.

(c) No Collective Bargaining Agreement. Neither the Seller nor any of its Affiliates is a party to any agreement or contract with any union, labor organization, or employee group that affects the employment of any Business Employee, including but not limited to, any collective bargaining agreement or labor contract.

(d) No Strike. There has not been any strike, slowdown, picketing, work stoppage, or labor dispute, or to the Knowledge of the Seller any threat of a labor dispute or any attempt or threat of an attempt by a labor union to organize the Business Employees. To the Knowledge of the Seller, no application or complaint about the Seller or any Affiliate thereof has been filed by any current or former employee of the Business or by any union representative of any current or former employee of the Business with the National Labor Relations Board or any comparable state or local agency, during the twelve (12) months ended on the date of this Agreement.

(e) Workers Compensation Claims. There are no pending, or to the Knowledge of the Seller, threatened claims or actions by any Business Employee under any workers compensation policy or long-term disability policy.

(f) WARN Act. No "mass layoff" (as defined in the WARN Act), "plant closing" (as defined in the WARN Act), or similar event has occurred with respect to the Business in the last twelve (12) months.

(g) Pending Grievances. To the Knowledge of the Seller, as of the date of this Agreement, there are no pending grievances, arbitrations, or other disputes relating to Business Employees.

3.12 Employee Benefit Plans and Arrangements.

(a) Listing. Section 3.12(a) of the Disclosure Schedule identifies:

(i) Each Benefit Plan; the Seller has provided or made available to the Buyer copies of each Benefit Plan along with copies of (1) the two most recent annual reports on Form 5500 filed with the Internal Revenue Service with respect to each Benefit Plan (if any such report was required), (2) the most recent summary plan description for each Benefit Plan for which a summary plan description is required, and (3) each trust agreement,

group annuity contract, or other funding and financing arrangement relating to any Benefit Plan; and

(ii) Each material Benefit Arrangement, copies of which are in writing have been provided or made available to the Buyer.

(b) To the Knowledge of the Seller, there is no threatened or pending claim, suit, or other proceeding (other than ordinary and usual claims for benefits by participants and beneficiaries, including routine claims pursuant to domestic relations orders) with respect to any Benefit Plan or Benefit Arrangement that could have an impact on this transaction or result in a material liability to the Buyer or result in the imposition of a lien or other claim against any Assets. To the Knowledge of the Seller, no Benefit Plan or Benefit Arrangement is under audit or investigation by the Internal Revenue Service, the Department of Labor, or other governmental entity nor has any such audit or investigation been threatened in writing.

(c) Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated herein will, either alone or in combination with another event, result in the payment to any Business Employee or Business Consultant of any money or other property or accelerate or provide any other rights or benefits to any Business Employee or Business Consultant.

(d) Each Benefit Plan and Benefit Arrangement intended to be qualified under Section 401(a) of the Code is so qualified and is the subject of a currently effective favorable determination letter issued by the IRS with respect to the qualification of such Benefit Plan or Benefit Arrangement under the Code. To the Knowledge of the Seller, no event has occurred, and no condition exists, that is reasonably likely to adversely affect the tax-qualified status of any such Benefit Plan or Benefit Arrangement, other than changes in the Law.

3.13 Litigation. Other than the Litigation, there is no action, suit, proceeding, or governmental investigation pending, or, to the Knowledge of the Seller, threatened against the Seller or Holdings which, if adversely determined, would have a Material Adverse Effect on the Seller, and neither the Seller nor Holdings is a party to or subject to the provisions of any judicial decree or judgment or any order of any governmental agency. There is no litigation, proceeding, or governmental investigation pending or, to the Knowledge of the Seller, threatened that questions or involves the validity or enforceability of this Agreement or any of the Transaction Documents, or seeks to prevent or delay the consummation of the transactions contemplated herein or therein.

3.14 Insurance Coverage. Section 3.14 of the Disclosure Schedule sets forth a list of all general commercial, general liability, product liability, workers compensation and employee's liability, fire and casualty, officers and directors, and such insurance policies and coverages of the Seller. There are currently no claims pending against the Seller under any insurance policy currently in effect and covering the property, business, or employees of the Seller, and all premiums due and payable with respect to the policies maintained by the Seller have been paid to date. To the Knowledge of the Seller, there is no threatened termination of any such policies or arrangements.

3.15 Inventory. Section 3.15 of the Disclosure Schedule contains a true and complete list of the Inventory as of the date hereof and the location of each item of such Inventory. Since the date of the Balance Sheet, there have not been any write downs of the value of, or establishment of any reserves against, any inventory of the Business, except for write downs and reserves in the ordinary course of business and consistent with past practice.

3.16 Personal Property. Section 3.16 of the Disclosure Schedule sets forth a complete list and brief description of each item of tangible personal property that is used, held for use, or intended to be used primarily in the operation or conduct of the Business with an original cost in excess of Fifty Thousand Dollars (\$50,000). All leased Personal Property is in all material respects in the condition required of such property by the terms of the lease applicable thereto.

3.17 Customers, Distributors, and Partners. Section 3.17 of the Disclosure Schedule sets forth the name of each customer and distributor of the Seller that accounted for more than ten percent (10%) of the Seller's revenues for the twelve (12) months ending on the date of the Balance Sheet and the names of any person or entity with whom the Seller has a material strategic partnership or similar relationship. No such customer, distributor, or strategic partner has provided written notice of cancellation or termination of its relationship with the Seller. To the Knowledge of the Seller, no such customer, distributor, or strategic partner has any plan or intention to terminate, cancel, or otherwise materially and adversely modify its relationship with the Seller or to decrease materially or limit its usage, purchase, or distribution of the services or products of the Seller.

3.18 Receivables. Section 3.18 of the Disclosure Schedule sets forth a complete list of the receivables of the Business as of the date hereof and an aging report for such receivables. All of the receivables represent bona fide transactions entered into in the ordinary course of business and are reflected on the books and records of the Seller used to prepare the Seller's financial statements at the applicable amount thereof, net of any applicable reserve for returns or doubtful accounts reflected thereon.

3.19 Suppliers. Section 3.19 of the Disclosure Schedule sets forth a list of each of the Business' material suppliers as of the date hereof. To the Knowledge of the Seller, the Seller's relationships with its material suppliers are good commercial working relationships. Within the last twelve (12) months, no supplier that the Seller has paid or is under contract to pay Fifty Thousand Dollars (\$50,000) or more has provided written notice of cancellation or termination, or materially and adversely modified its relationship with the Seller or materially decreased its services, supplies, or materials to the Seller, nor, to the Knowledge of the Seller, does any supplier have any plan or intention to do any of the foregoing.

3.20 Illegal Payments. To the Knowledge of the Seller, neither the Seller nor any person or entity associated with it has ever offered, made, or received on behalf of the Seller any illegal payment or contribution of any kind, directly or indirectly, including, without limitation, payments, gifts, or gratuities, to any person or entity, including any United States or foreign national, state, or local government officials, employees, agents, or candidates therefor.

3.21 Title to the Assets; Sufficiency. Other than as may be affected by the Foreclosure Sale, the Seller has good title to the Assets, free and clear of all Liens except for Permitted Liens. Except as otherwise provided in Section 3, the Buyer is purchasing the Assets in their "as is, where is" condition. The Assets (together with the Excluded Assets) comprise all the assets that are employed by the Seller in connection with the Business in generating the financial results shown on the interim financial statements of the Business as of July 31, 2009. Holdings does not directly have any material amount of assets that are used in the conduct of the Business.

3.22 Absence of Certain Changes. No Material Adverse Effect has occurred since the date of the Balance Sheet.

3.23 Transactions with Affiliates. Except for those Contracts set forth in Section 3.23 of the Disclosure Schedules, none of the Contracts set forth in Section 3.10 of the Disclosure Schedule between the Seller as part of the Business on the one hand, and any Affiliate or stockholder of the Seller or Holdings on the other hand will continue in effect after the date hereof. After the date hereof, except as set forth in Section 3.23 of the Disclosure Schedules, none of the Seller's Affiliates or stockholders (or stockholders of Holdings) will have any interest in any property (real or personal, tangible, or intangible) or Contract used in or pertaining to the Business.

3.24 Regulatory Compliance; Permits.

(a) Except as has not had and would not reasonably be expected to have a Material Adverse Effect, the Business and the Assets are in compliance with all applicable Laws in effect on the date hereof, including but not limited to those administered or issued by the U.S. Food and Drug Administration, the U.S. Federal Trade Commission, or any comparable governmental entity (collectively, "Regulatory Provisions").

(b) Section 3.24(b) of the Disclosure Schedule sets forth all material certificates, licenses, permits, authorizations, and approvals ("Permits") issued or granted to the Seller by governmental entities for the conduct of the Business. The Seller possesses or has applied for all Permits to own or hold under lease and operate the Assets and to conduct the Business as currently conducted, other than such Permits the absence of which, individually or in the aggregate, has not had and could not reasonably be expected to have a Material Adverse Effect. All required Permits have been lawfully obtained and are in full force and effect.

(c) There is no injunction, judgment, rule, order, or decree of any governmental entity outstanding in respect of the Business or the Assets or binding upon the Assets, except as detailed on Section 3.24(c) of the Disclosure Schedule. All such injunctions, judgments, rules, orders, or decrees have been fully disclosed to the Buyer and fully complied with by the Seller in all material respects.

(d) No governmental entity has taken action, and to the Knowledge of the Seller, no governmental entity is considering, (i) limiting, suspending, or revoking such Permits, (ii) expressing disagreement with respect to the present legality of any of the Assets or the Business, or (iii) changing the marketing classification or labeling of the Assets. There is no

materially false or misleading information or material omission in any product application or other submission, in each case related to the Business or the Assets, to any governmental entity.

(e) The Assets and the Business are not subject to any obligation arising under any judicial, administrative, or regulatory action, inspection, warning letter, investigation, order, or other similar action of any governmental entity that has not been fully disclosed to the Buyer and that has not been fully complied with by the Seller in all material respects.

(f) The Seller has made available to the Buyer copies of all material written communications to or from any governmental entity that have evaluated compliance with Regulatory Provisions relating specifically to the Business, the Seller, or the Assets that are identified on Section 3.24(f) of the Disclosure Schedule.

3.25 No Other Representations or Warranties. Except for the representations and warranties contained in this Section 3 (as modified by the Disclosure Schedule), neither the Seller nor any other Person makes any other express or implied representation or warranty with respect to the Seller or the transactions contemplated by this Agreement, and the Seller disclaims all other representations and warranties, whether made by the Seller or any of its Affiliates, officers, directors, employees, agents, or representatives. Except for the representations and warranties contained in this Section 3 (as modified by the Disclosure Schedule), the Seller hereby disclaims all liability and responsibility for any representation, warranty, projection, forecast, statement, or information made, communicated, or furnished (orally or in writing) to the Buyer or its Affiliates or representatives (including any opinion, information, projection, or advice that may have been or may be provided to the Buyer by any Affiliate, director, officer, employee, agent, consultant, or representative of the Seller). The Seller does not make any representation or warranty to the Buyer regarding the probable success or profitability of the Business or the Assets as used by the Buyer. The disclosure of any matter or item in any schedule hereto shall not be deemed to constitute an acknowledgment that any such matter is required to be disclosed.

4. REPRESENTATIONS AND WARRANTIES OF THE BUYER. The Buyer hereby represents and warrants to the Seller as follows:

4.1 Organization and Good Standing. The Buyer is a corporation duly organized, validly existing, and in good standing under the laws of the State of Delaware, with the power to own its properties and carry on its businesses as they are now being conducted. The Buyer is qualified to conduct business in every state in which it is required to be qualified to conduct business, except where the failure to be so qualified would not have a Material Adverse Effect. The Buyer has the requisite corporate power and authority to execute, deliver, and perform this Agreement and the other Transaction Documents to which it is a party and to consummate the transactions contemplated herein and therein.

4.2 Authorization. The execution, delivery, and performance by the Buyer of this Agreement and the other Transaction Documents to which it is a party and the consummation of the transactions contemplated herein and therein have been duly and validly authorized by all necessary action on the part of the Buyer. This Agreement and the other

Transaction Documents to which the Buyer is a party have been duly and validly executed and delivered by the Buyer, and constitute the legal, valid, and binding obligations of the Buyer, enforceable against the Buyer in accordance with their respective terms, subject to applicable bankruptcy, insolvency, moratorium, and other laws affecting the enforcement of creditors' rights generally and except as such enforceability is subject to the application of the general principles of equity.

4.3 No Violation. The execution and delivery by the Buyer of this Agreement and the other Transaction Documents to which it is a party does not, and the performance by the Buyer of this Agreement and the other Transaction Documents to which it is a party and the consummation of the transactions contemplated herein and therein will not, materially conflict with, violate, or cause a breach of or default under (or an event which with notice and/or lapse of time would become a default) the provisions of the Certificate of Incorporation or Bylaws of the Buyer, or any provision of any note, indenture, or other material contract to which the Buyer is a party or by which any of its assets are bound, except as would not have or be reasonably expected to have a Material Adverse Effect, individually or in the aggregate.

4.4 No Governmental Consent. The execution and delivery by the Buyer of this Agreement and the other Transaction Documents to which it is a party does not, and the performance by the Buyer of this Agreement and the other Transaction Documents to which it is a party and the consummation of the transactions contemplated herein and therein will not, conflict with or violate any Law, order, judgment, or decree of any court, administrative agency, or governmental authority, or any license or permit from any federal, state, or local governmental authority applicable to the Buyer, except where such conflict or violation would not have or be reasonably expected to have a Material Adverse Effect. The execution and delivery by the Buyer of this Agreement and the other Transaction Documents to which it is a party does not, and the performance by the Buyer of this Agreement and the other Transaction Documents to which it is a party and the consummation of the transactions contemplated herein and therein will not, require any approval, consent, authorization, or permit from or any filing with any federal, state, or local governmental authority, except where the failure to obtain such approval, consent, authorization, or permit would not have or be reasonably expected to have a Material Adverse Effect.

4.5 The Assets. The Buyer acknowledges and agrees that except as otherwise provided in Section 3, the Buyer is purchasing the Assets in their "as is, where is" condition. **EXCEPT AS SET FORTH IN THIS AGREEMENT, THE SELLER MAKES NO EXPRESS WARRANTY, NO WARRANTY OF MERCHANTABILITY, NO WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, NOR ANY IMPLIED OR STATUTORY WARRANTY WHATSOEVER, WITH RESPECT TO THE BUSINESS, THE ASSETS, THE CONTRACTS, THE ASSUMED LIABILITIES, OR ANY OF THE SELLER'S OTHER ASSETS OR LIABILITIES.**

4.6 The Buyer's Due Diligence. The Buyer acknowledges and agrees that it has had an opportunity to discuss the business, management, operations, and finances of the Seller with the officers of the Seller, has had an opportunity to inspect the Seller's facilities, books and records, and documents in the Data Room as of the day immediately prior to the date hereof, and has conducted its own independent investigation of the Seller's business, operations,

finances, the Business, the Assets, the Contracts, and the Assumed Liabilities; provided, however, that no investigation done by the Buyer or its representatives shall modify, limit, or otherwise affect the Buyer's right to rely on the express representations and warranties of the Seller contained in this Agreement.

4.7 The Seller's Representations. Notwithstanding anything contained in this Agreement to the contrary, the Buyer acknowledges and agrees that the Seller is not making any representation or warranty whatsoever, express or implied, beyond those expressly given by the Seller in Section 3 (as modified by the Disclosure Schedule). Any claim that the Buyer may have for breach of representation or warranty shall be based solely on the representations and warranties of the Seller set forth in Section 3 (as modified by the Disclosure Schedule). The Buyer further represents that neither the Seller nor any of its Affiliates nor any other Person (including the members of the Lender Group) has made any representation or warranty, express or implied, as to the accuracy or completeness of any information regarding the Seller or the transactions contemplated by this Agreement not expressly set forth in this Agreement, and neither the Seller nor any of its Affiliates nor any other Person (including the members of the Lender Group) will have or be subject to any liability to the Buyer resulting from the distribution to the Buyer or its representatives or the Buyer's use of, any such information, including any document or information in any form provided to such Person or its representatives in connection with the transactions contemplated hereby.

5. SURVIVAL, REMEDIES, AND LIMITATION OF LIABILITY.

5.1 Survival. None of the representations and warranties contained in this Agreement or any other document or agreement referenced herein shall survive the date hereof. All covenants shall survive in accordance with their terms. Sections 5 and 6 shall survive the execution and delivery of this Agreement.

5.2 Retained Litigation. The Seller shall keep the Buyer reasonably informed regarding the progress of each Litigation matter and shall promptly forward to the Buyer copies of all material notices and communications relating to such Litigation matter as may be reasonably requested by the Buyer, other than communications from the Seller's legal counsel and other privileged materials. In the event a settlement, compromise or other resolution of any of such Litigation matters is proposed that the Seller reasonably believes is likely to be implemented, the Seller shall notify the Buyer of such fact and shall furnish to the Buyer all information concerning the terms of such settlement, compromise or other resolution that the Seller is permitted to share. The Seller shall not settle, compromise, or consent to the entry of any judgment in any Litigation matter without the prior written consent of the Buyer, which shall not be unreasonably withheld, delayed, or conditioned, except that no such consent shall be required if such settlement, compromise, or consent does not (i) require the Seller to admit to any wrongdoing in relation to the Business, or (ii) require any Person to take, or to refrain from taking, any action in relation to the Business.

5.3 Remedies. The parties agree that neither party shall have recourse or any remedy, at law or in equity, for any breach of a representation or warranty of the other party contained in this Agreement or any other document or agreement referenced herein.

5.4 Limitation of Liability. No party shall be liable to the other party for any incidental, consequential, special, or punitive damages, or for lost profits.

6. GENERAL PROVISIONS.

6.1 Amendment. All amendments or modifications of this Agreement shall be in writing and shall be signed by each of the parties hereto.

6.2 Waiver. Any waiver of any right, power, or privilege hereunder must be in writing and signed by the party being charged with the waiver. No delay on the part of any party hereto in exercising any right, power, or privilege hereunder shall operate as a waiver of any other right, power, or privilege hereunder, nor shall any single or partial exercise of any right, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power, or privilege.

6.3 Notices. All notices or other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be delivered personally or sent by overnight courier or by certified mail, return receipt requested. Notices delivered personally or sent by overnight courier shall be effective on the date received, while notices sent by certified mail, return receipt requested, shall be deemed to have been received and to be effective three (3) business days after deposit into the mails. Notices shall be given to the parties at the following respective addresses, or to such other addresses as any party shall designate in writing:

If to the Buyer:

Mr. Neil Shapiro
Mr. Erik Baker
GF Phoenix Corp.
767 Fifth Avenue
46th Floor
New York, New York 10153

With a courtesy copy to:

Ethan A. Skerry, Esq.
Lowenstein Sandler PC
65 Livingston Avenue
Roseland, New Jersey 07068

If to the Seller:

Mr. Steve Gevirtz
c/o Streamline Capital Corporation
1270 Coast Village Circle
Santa Barbara, California 93108

With a courtesy copy to:

Donald J. Palazzo, Esq.
Nevers, Palazzo, Maddux & Packard, plc
31248 Oak Crest Drive
Suite 100
Westlake Village, California 91361-5671

6.4 Successors and Assigns. This Agreement and each of its provisions shall be binding upon and shall inure to the benefit of the parties hereto and their respective

administrators, successors, and assigns. Notwithstanding the immediately preceding sentence, no party shall assign any of its rights or obligations without the prior written consent of the other party, which consent may be withheld, delayed, or conditioned in the absolute discretion of the consenting party.

6.5 Law Governing and Jurisdiction. This Agreement has been negotiated, executed, and delivered and shall be performed in the State of New York and shall be governed by and construed and enforced in accordance with the internal laws of the State of New York applicable to agreements made and to be performed entirely within such State, without regard to the conflicts of law principles of such State. The parties hereby irrevocably submit to the exclusive jurisdiction of (a) the Supreme Court of the State of New York, New York County, and (b) the United States District Court for the Southern District of New York, for the purposes of construing and enforcing this Agreement and the Transaction Documents.

6.6 Waiver of Jury Trial. **THE PARTIES HEREBY WAIVE TRIAL BY JURY WITH RESPECT TO ANY ACTION, CLAIM, SUIT, OR PROCEEDING IN CONNECTION WITH OR ARISING OUT OF (i) THIS AGREEMENT AND THE OTHER TRANSACTION DOCUMENTS, (ii) THE RELATIONSHIP BETWEEN THEM OF BUYER AND SELLER, (iii) ANY CLAIM OF INJURY OR DAMAGE RELATING TO ANY OF THE FOREGOING, OR (iv) THE ENFORCEMENT OF ANY REMEDY UNDER ANY STATUTE WITH RESPECT THERETO. THE PARTIES INTEND THAT THE SHAREHOLDERS, OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, ATTORNEYS, AND REPRESENTATIVES OF THE PARTIES BE INTENDED THIRD PARTY BENEFICIARIES OF THIS SECTION 6.6. THE PARTIES HAVE HAD THE OPPORTUNITY TO OBTAIN THE ADVICE OF LEGAL COUNSEL BEFORE SIGNING THIS AGREEMENT AND ACKNOWLEDGE THAT THEY HAVE VOLUNTARILY AGREED TO THIS WAIVER OF THEIR RIGHT TO A TRIAL BY JURY WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE AND LEGAL CONSEQUENCE.**

6.7 Counterparts. This Agreement may be executed in two or more counterparts, including by facsimile transmission or e-mail of a scanned signature page, all of which together shall constitute a single instrument.

6.8 Specific Performance. Each of the Buyer and the Seller acknowledges and agrees that in the event of any breach of this Agreement, the non-breaching party would be irreparably and immediately harmed and could not be made whole by monetary damages. It is accordingly agreed that the parties hereto (i) will waive, in any action for specific performance, the defense of adequacy of a remedy at Law, and (ii) shall be entitled, in addition to any other remedy to which they may be entitled at Law or in equity, to compel specific performance of this Agreement and to injunctive relief, and the parties further agree to waive any requirement for the securing or posting of any bond in connection with the obtaining of any such specific performance or injunctive relief.

6.9 Severability of Provisions. In the event any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof,

and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

6.10 Integration. This Agreement constitutes the entire understanding and agreement between the parties with respect to the transactions contemplated herein and supersedes all previous communications, representations, or understandings, either oral or written, between the parties relating to the subject matter hereof, all of which are merged herein, it being understood that the rights of the Buyer hereunder are expressly in addition to the rights of the Buyer under applicable law pursuant to the Foreclosure Sale.

6.11 Expenses. Except as otherwise set forth herein, each party shall bear all of its own expenses incurred in negotiating and performing this Agreement.

6.12 Third Party Beneficiaries. Except as expressly provided in Section 6.6 above, the terms of this Agreement are intended to benefit the parties hereto only, and no benefit, right, or cause of action shall be created in favor of any stockholder or creditor of a party hereto or in favor of any third party.

6.13 Further Assurances. Upon the reasonable request of a party at any time or from time to time, each party shall promptly execute and deliver to the requesting party any and all additional documents and instruments and shall promptly perform any and all acts as may be reasonably necessary to more fully carry out the provisions of this Agreement and the other agreements, documents, and instruments executed and delivered in connection herewith. Without limiting the foregoing, in the event that following the date hereof the Seller receives or is paid in respect of any receivable or in respect of any other item included in the Assets, the Seller shall promptly remit such amounts to the Buyer without offset or reduction for any reason whatsoever. The Seller hereby constitutes and appoints, effective as of the date hereof, the Buyer and its successors and assigns as the true and lawful attorney-in-fact of the Seller with full power of substitution in the name of the Buyer or in the name of Seller but for the benefit of the Buyer (i) to collect for the account of the Buyer all receivables and any other Asset, and (ii) to institute and prosecute all proceedings that the Buyer may in its discretion deem proper in order to collect the receivables or to assert or enforce any right, title, or interest in, to, or under the Assets and to defend or compromise any and all actions, suits, or proceedings in respect of any of the Assets. The Buyer shall be entitled to retain for its own account any amounts collected pursuant to the foregoing powers, including any amounts payable as interest in respect thereof.

6.14 Public Announcements. Neither party will make any public statement regarding the existence of this Agreement nor the relationship described herein, without the prior written consent of the other party, which consent shall not be unreasonably withheld, except as required by Law or as otherwise provided for herein. To the extent required by Law to make any such public statement, the party required to make such statements will use commercially reasonable efforts to provide such statement to the other party for prior review and comment. Disclosure of this Agreement and the transactions contemplated herein by the Seller to the Lender Group shall not be deemed to be a public statement.

6.15 Construction. The headings in the sections of this Agreement are for convenience only and shall not constitute a part hereof. All references to numbered sections


contained herein refer to the sections and subsections of this Agreement unless otherwise expressly stated. Whenever the context so requires, the masculine shall include the feminine and the neuter, the singular shall include the plural, and conversely. The words "include," "includes," and "including" are to be read as if they were followed by the phrase "without limitation." The parties have participated jointly in the negotiation and drafting of this Agreement and all other agreements, documents, and instruments executed and delivered in connection herewith or therewith, with counsel sophisticated in transactions of the type contemplated hereby. In the event an ambiguity or question of intent or interpretation arises, this Agreement and the agreements, documents, and instruments executed and delivered in connection herewith or therewith, shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Agreement and the other agreements, documents, and instruments executed and delivered in connection herewith or therewith.

[signatures on the next page]

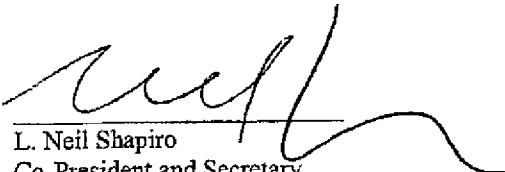
IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first written above.

GF PHOENIX CORP.

Airborne Health, Inc.

By: 
Erik Baker
Co-President

By: _____
Darran M. Spence
Chief Financial Officer

By: 
L. Neil Shapiro
Co-President and Secretary

By: _____
Lucy S. Morris
Secretary

[Signature Page to Asset Purchase Agreement]

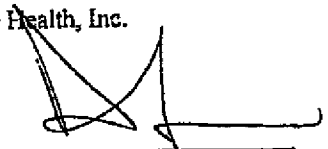
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L. Neil Shapiro
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Darran M. Spence
Chief Financial Officer

By: _____
Lucy S. Morris
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By: _____
Erik Baker
Co-President

By: _____
Darran M. Spence
Chief Financial Officer

By: _____
L. Neil Shapiro
Co-President and Secretary

By: Lucy S. Morris
Lucy S. Morris
Secretary

DISCLOSURE SCHEDULE

Section 3.9 – Intellectual Property

With respect to subsection (a):

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS:

United States Registered Trademarks:

Mark: AIRBORNE
Registration Number: 1953427
Registration Date: January 30, 1996
Owner: Airborne Health, Inc.

Mark: *Airborne*
Registration Number: 3162319
Registration Date: October 24, 2006
Owner: Airborne Health, Inc.

Mark: AIRBORNE JR.
Registration Number: 3162312
Registration Date: October 24, 2006
Owner: Airborne Health, Inc.

Mark: *Airborne Jr.*
Registration Number: 3162321
Registration Date: October 24, 2006
Owner: Airborne Health, Inc.

Mark: NEXT TIME, 'PLOP' THE AIRBORNE!
Registration Number: 3162310
Registration Date: October 24, 2006
Owner: Airborne Health, Inc.

Mark: TAKE AIRBORNE
Registration Number: 3162311
Registration Date: October 24, 2006
Owner: Airborne Health, Inc.

Mark: AIRBORNE FORMULA
Registration Number: 3236241
Registration Date: May 1, 2007
Owner: Airborne Health, Inc.



Mark:
Registration Number: 3236248
Registration Date: May 1, 2007
Owner: Airborne Health, Inc.

Mark: AIRBORNE GUMMI LOZENGES
Registration Number: 3236239
Registration Date: May 1, 2007
Owner: Airborne Health, Inc.

Mark: AIRBORNE ON-THE-GO
Registration Number: 3416129
Registration Date: April 22, 2008
Owner: Airborne Health, Inc.

Mark: AIRBORNE NIGHTTIME
Registration Number: 3410880
Registration Date: April 8, 2008
Owner: Airborne Health, Inc.

Mark: AIRBORNE POWER PIXIES
Registration Number: 3366385
Registration Date: January 8, 2008
Owner: Airborne Health, Inc.

Foreign Trademarks: Registrations and Pending Applications

AUSTRALIA:

Mark: AIRBORNE
Registration Number: 762303
Registered from: May 15, 1998
Entered on Register: October 16, 1998
Owner: Airborne Health, Inc.

Airborne

Mark:
Registration Number: 1158413
Registered from: January 25, 2007
Entered on Register: December 4, 2007
Owner: Airborne Health, Inc.

Mark: AIRBORNE FORMULA
Registration Number: 1143846
Registered from: October 31, 2006
Entered on Register: January 17, 2008
Owner: Airborne Health, Inc.

AIRBORNE
FORMULA

Mark:
Registration Number: 1158411
Registered from: January 25, 2007
Entered on Register: December 4, 2007
Owner: Airborne Health, Inc.

Mark: AIRBORNE GUMMI LOZENGES
Registration Number: 1143873
Registered from: October 31, 2006
Entered on Register: January 17, 2008
Owner: Airborne Health, Inc.

Mark: AIRBORNE JR.
AIRBORNE JNR
AIRBORNE JUNIOR
(Series of trademarks)
Registration Number: 1143874
Registered from: October 31, 2006
Entered on Register: January 17, 2008
Owner: Airborne Health, Inc.

Airborne Jr.

Mark:
Registration Number: 1158412
Registered from: January 25, 2007
Entered on Register: December 4, 2007
Owner: Airborne Health, Inc.

Mark: AIRBORNE NIGHTTIME
Registration Number: 1143875
Registered from: October 31, 2006
Entered on Register: January 17, 2008
Owner: Airborne Health, Inc.

| | |
|----------------------|---------------------------------|
| Mark: | AIRBORNE ON-THE-GO |
| Registration Number: | 1143890 |
| Registered from: | October 31, 2006 |
| Entered on Register: | January 17, 2008 |
| Owner: | Airborne Health, Inc. |
| Mark: | CREATED BY A SCHOOL TEACHER! |
| Registration Number: | 1143891 |
| Registered from: | October 31, 2006 |
| Entered on Register: | August 2, 2007 |
| Owner: | Airborne Health, Inc. |
| Mark: | NEXT TIME, 'PLOP' THE AIRBORNE! |
| Registration Number: | 1143900 |
| Registered from: | October 31, 2006 |
| Entered on Register: | January 17, 2008 |
| Owner: | Airborne Health, Inc. |
| Mark: | TAKE AIRBORNE |
| Registration Number: | 1143912 |
| Registered from: | October 31, 2006 |
| Entered on Register: | January 17, 2008 |
| Owner: | Airborne Health, Inc. |
| Mark: | THE ORIGINAL AIRBORNE |
| Registration Number: | 1143921 |
| Registered from: | October 31, 2006 |
| Entered on Register: | January 17, 2008 |
| Owner: | Airborne Health, Inc. |
| CANADA: | |
| Mark: | AIRBORNE |
| Registration Number: | TMA529032 |
| Registration Date: | June 13, 2000 |
| Owner: | Airborne Health, Inc. |
| Mark: | RECOVERY MD |
| Registration Number: | TMA550109 |
| Registration Date: | August 23, 2001 |
| Owner: | Airborne Health, Inc. |
| Mark: | <i>Airborne</i> |
| Registration Number: | TMA699663 |
| Registration Date: | October 29, 2007 |
| Owner: | Airborne Health, Inc. |

Mark: **Airborne Jr.**
Registration No.: TMA746244
Registration Date: August 26, 2009
Owner: Airborne Health, Inc.

Mark: **AIRBORNE**
Registration Number: TMA711530
Registration Date: April 9, 2008
Owner: Airborne Health, Inc.

Mark: **AIRBORNE FORMULA**
Application No.: 1321533
Application Date: October 25, 2006
Applicant: Airborne Health, Inc.

Mark: **AIRBORNE GUMMI LOZENGES**
Registration Number: TMA710562
Registration Date: March 31, 2008
Owner: Airborne Health, Inc.

Mark: **AIRBORNE JR.**
Application No.: 1321535
Application Date: October 25, 2006
Applicant: Airborne Health, Inc.

Mark: **AIRBORNE NIGHTTIME**
Application No.: 1321536
Application Date: October 25, 2006
Applicant: Airborne Health, Inc.

Mark: **AIRBORNE ON-THE-GO**
Application No.: 1321537
Application Date: October 25, 2006
Applicant: Airborne Health, Inc.

Mark: **CREATED BY A SCHOOL TEACHER!**
Application No.: 1321538
Application Date: October 25, 2006
Applicant: Airborne Health, Inc.

Mark: NEXT TIME, 'PLOP' THE AIRBORNE!
Registration Number: TMA701073
Registration Date: November 19, 2007
Owner: Airborne Health, Inc.

Mark: TAKE AIRBORNE
Registration Number: TMA699641
Registration Date: October 29, 2007
Owner: Airborne Health, Inc.

Mark: THE ORIGINAL AIRBORNE
Application No.: 1321544
Application Date: October 25, 2006
Applicant: Airborne Health, Inc.

Mark: AIRBORNE POWER PIXIES
Registration Number: TMA699521
Registration Date: October 26, 2007
Owner: Airborne Health, Inc.

CHINA:
Mark: AIRBORNE
Registration Number: 1365262
Registration from: February 21, 2000
Owner: Airborne Health, Inc.

Mark: AIRBORNE FORMULA
Application No.: 5686760
Application Date: October 27, 2006
Applicant: Airborne Health, Inc.

Mark: AIRBORNE JR.
Application No.: 5686758
Application Date: October 27, 2006
Applicant: Airborne Health, Inc.

Mark: AIRBORNE NIGHTTIME
Application No.: 5686757
Application Date: October 27, 2006
Applicant: Airborne Health, Inc.

Mark: AIRBORNE ON-THE-GO
Application No.: 5686756
Application Date: October 27, 2006
Applicant: Airborne Health, Inc.

Mark: NEXT TIME, 'PLOP' THE AIRBORNE!
Application No.: 5686754
Application Date: October 27, 2006
Applicant: Airborne Health, Inc.

Mark: TAKE AIRBORNE
Application No.: 5686753
Application Date: October 27, 2006
Applicant: Airborne Health, Inc.

Mark: THE ORIGINAL AIRBORNE
Application No.: 5686752
Application Date: October 27, 2006
Applicant: Airborne Health, Inc.

EUROPEAN UNION:

Mark: AIRBORNE
Registration Number: 000699785
Registration Date: August 13, 2001
Owner: Airborne Health, Inc.

Mark: AIRBORNE FORMULA
Registration Number: 005422605
Registration Date: October 5, 2007
Owner: Airborne Health, Inc.

Mark: AIRBORNE GUMMI LOZENGES
Registration Number: 005422266
Registration Date: October 5, 2007
Owner: Airborne Health, Inc.

Mark: AIRBORNE JR.
Registration Number: 005422613
Registration Date: October 5, 2007
Owner: Airborne Health, Inc.

Mark: AIRBORNE NIGHTTIME
Registration Number: 005422341
Registration Date: October 5, 2007
Owner: Airborne Health, Inc.

Mark: AIRBORNE ON-THE-GO
Registration Number: 005422639
Registration Date: October 8, 2007
Owner: Airborne Health, Inc.

Mark: CREATED BY A SCHOOL TEACHER!
Registration Number: 005422712
Registration Date: October 5, 2007
Owner: Airborne Health, Inc.

Mark: NEXT TIME, 'PLOP' THE AIRBORNE
Registration Number: 005422936
Registration Date: October 5, 2007
Owner: Airborne Health, Inc.

Mark: TAKE AIRBORNE
Registration Number: 005423009
Registration Date: October 5, 2007
Owner: Airborne Health, Inc.

Mark: THE ORIGINAL AIRBORNE
Registration Number: 5423074
Registration Date: October 5, 2007
Owner: Airborne Health, Inc.

HONG KONG:
Mark: AIRBORNE
Registration Number: 300826515
Registration Date: March 7, 2007
Owner: Airborne Health, Inc.
Actual date of reg'n: July 31, 2007

JAPAN:
Mark: AIRBORNE
Registration Number: 4243152
Registration Date: February 26, 1999
Owner: Airborne Health, Inc.

Mark: AIRBORNE FORMULA
Registration Number: 5048521
Registration Date: May 18, 2007
Owner: Airborne Health, Inc.

Mark: AIRBORNE GUMMI LOZENGES
Registration Number: 5047525
Registration Date: May 18, 2007
Owner: Airborne Health, Inc.

Mark: AIRBORNE JR.
Registration Number: 5048522
Registration Date: May 18, 2007
Owner: Airborne Health, Inc.

Mark: AIRBORNE NIGHTTIME
Registration Number: 5028237
Registration Date: February 23, 2007
Owner: Airborne Health, Inc.

Mark: AIRBORNE ON-THE-GO
Registration Number: 5028238
Registration Date: February 23, 2007
Owner: Airborne Health, Inc.

Mark: CREATED BY A SCHOOL TEACHER!
Registration Number: 5048523
Registration Date: May 18, 2007
Owner: Airborne Health, Inc.

Mark: NEXT TIME, 'PLOP' THE AIRBORNE!
Registration Number: 5048524
Registration Date: May 18, 2007
Owner: Airborne Health, Inc.

Mark: TAKE AIRBORNE
Registration Number: 5050946
Registration Date: June 1, 2007
Owner: Airborne Health, Inc.

Mark: THE ORIGINAL AIRBORNE
Registration Number: 5050947
Registration Date: June 1, 2007
Owner: Airborne Health, Inc.

MEXICO:
Mark: AIRBORNE
Registration Number: 571588
Registered from: December 19, 1997
Grant Date: February 27, 1998
Owner: Airborne Health, Inc.

Mark: AIRBORNE FORMULA
Registration Number: 1002357
Registered from: January 19, 2007
Grant Date: September 17, 2007
Owner: Airborne Health, Inc.

Mark: AIRBORNE GUMMI LOZENGES
Registration Number: 1002358
Registration from: January 19, 2007
Grant Date: September 17, 2007
Owner: Airborne Health, Inc.

Mark: AIRBORNE JR.
Registration Number: 1002359
Registration from: January 19, 2007
Grant Date: September 17, 2007
Owner: Airborne Health, Inc.

Mark: AIRBORNE NIGHTTIME
Registration Number: 985669
Registered from: December 13, 2006
Grant Date: May 28, 2007
Owner: Airborne Health, Inc.

Mark: AIRBORNE ON-THE-GO
Registration Number: 983129
Registration from: December 13, 2006
Grant Date: April 30, 2007
Owner: Airborne Health, Inc.

Mark: NEXT TIME, 'PLOP' THE AIRBORNE!
Registration Number: 1002360
Registration from: January 19, 2007
Grant Date: September 17, 2007
Owner: Airborne Health, Inc.

Mark: TAKE AIRBORNE
Registration Number: 1002361
Registration from: January 19, 2007
Grant Date: September 17, 2007
Owner: Airborne Health, Inc.

Mark: THE ORIGINAL AIRBORNE
Registration Number: 1002362
Registration from: January 19, 2007
Grant Date: September 17, 2007
Owner: Airborne Health, Inc.

NEW ZEALAND

Mark: **Airborne Jr.**
Registration Number: 761566
Registered from: January 4, 2007
Entered on register: June 12, 2008
Owner: Airborne Health, Inc.

Mark: **AIRBORNE**
Registration Number: 761567
Registered from: January 4, 2007
Entered on register: June 12, 2008
Owner: Airborne Health, Inc.

Mark: CREATED BY A SCHOOL TEACHER!
Registration Number: 761570
Registered from: January 4, 2007
Entered on register: June 11, 2009
Owner: Airborne Health, Inc.

Mark: NEXT TIME, 'PLOP' THE AIRBORNE!
Registration Number: 761571
Registered from: January 4, 2007
Entered on register: June 12, 2008
Owner: Airborne Health, Inc.

Mark: TAKE AIRBORNE
Registration Number: 761572
Registered from: January 4, 2007
Entered on register: June 12, 2008
Owner: Airborne Health, Inc.

Mark: THE ORIGINAL AIRBORNE
Registration Number: 761573
Registered from: January 4, 2007
Entered on register: June 12, 2008
Owner: Airborne Health, Inc.

Mark: AIRBORNE JR.
Registration Number: 762240
Registered from: January 19, 2007
Entered on register: June 12, 2008
Owner: Airborne Health, Inc.

PHILIPPINES:

Mark: AIRBORNE
Registration Number: 4-2003-011740
Registration Date: October 23, 2006
Owner: Airborne Health, Inc.

Mark: AIRBORNE FORMULA
Registration Number: 4-2006-011835
Registration Date: October 27, 2008
Owner: Airborne Health, Inc.

Mark: AIRBORNE GUMMI LOZENGES
Registration Number: 4-2006-011836
Registration Date: October 13, 2008
Owner: Airborne Health, Inc.

Mark: AIRBORNE JR.
Registration Number: 4-2006-011837
Registration Date: October 29, 2007
Owner: Airborne Health, Inc.

Mark: CREATED BY A SCHOOL TEACHER!
Registration Number: 4-2006-011838
Registration Date: July 2, 2007
Owner: Airborne Health, Inc.

Mark: NEXT TIME, 'PLOP' THE AIRBORNE!
Registration Number: 4-2006-011839
Registration Date: October 29, 2007
Owner: Airborne Health, Inc.

Mark: TAKE AIRBORNE
Registration Number: 4-2006-011840
Registration Date: October 29, 2007
Owner: Airborne Health, Inc.

Mark: THE ORIGINAL AIRBORNE
Registration Number: 4-2006-011841
Registration Date: September 22, 2008
Owner: Airborne Health, Inc.

RUSSIA:

Mark: AIRBORNE
Registration Number: 348303
Registration Date: April 17, 2008
Owner: Airborne Health, Inc.

SAUDI ARABIA:

Mark: AIRBORNE
Registration Number: 1025/84
Registration from: September 19, 2007
Owner: Airborne Health, Inc.

SINGAPORE:

Mark: AIRBORNE
Registration Number: T0319435H
Cert Issuance Date: 27 Jul 2004
Registration from: December 3, 2003
Owner: Airborne Health, Inc.

Mark: AIRBORNE FORMULA
Registration Number: T0623656F
Registration from: November 3, 2006
Cert Issuance Date: 26 Jun 2007
Owner: Airborne Health, Inc.

Mark: AIRBORNE GUMMI LOZENGES
Registration Number: T0623657D
Registration from: November 3, 2006
Cert Issuance Date: 21 Aug 2007
Owner: Airborne Health, Inc.

Mark: AIRBORNE JR.
Registration Number: T0623662J
Registration from: November 3, 2006
Cert Issuance Date: 14 Aug 2007
Owner: Airborne Health, Inc.

Mark: AIRBORNE NIGHTTIME
Registration Number: T0623654Z
Registration from: November 3, 2006
Cert Issuance Date: 23 Jul 2007
Owner: Airborne Health, Inc.

| | |
|----------------------|---------------------------------|
| Mark: | AIRBORNE ON-THE-GO |
| Registration Number: | T0623655H |
| Registration from: | November 3, 2006 |
| Cert Issuance Date: | 10 Jul 2007 |
| Owner: | Airborne Health, Inc. |
| Mark: | CREATED BY A SCHOOL TEACHER! |
| Registration Number: | T0623658B |
| Registration from: | November 3, 2006 |
| Cert Issuance Date: | 07 Mar 2008 |
| Owner: | Airborne Health, Inc. |
| Mark: | NEXT TIME, 'PLOP' THE AIRBORNE! |
| Registration Number: | T0623659J |
| Registration from: | November 3, 2006 |
| Cert Issuance Date: | 14 Aug 2007 |
| Owner: | Airborne Health, Inc. |
| Mark: | TAKE AIRBORNE |
| Registration Number: | T0623660D |
| Registration from: | November 3, 2006 |
| Cert Issuance Date: | 07 Jun 2007 |
| Owner: | Airborne Health, Inc. |
| Mark: | THE ORIGINAL AIRBORNE |
| Registration Number: | T0623661B |
| Registration from: | November 3, 2006 |
| Cert Issuance Date: | 05 Jun 2007 |
| Owner: | Airborne Health, Inc. |
| SWITZERLAND: | |
| Mark: | AIRBORNE |
| Registration Number: | P-453245 |
| Registration from: | November 21, 1997 |
| Register entry date: | July 21, 1998 |
| Owner: | Airborne Health, Inc. |
| Mark: | AIRBORNE FORMULA |
| Registration Number: | 555441 |
| Registration from: | November 27, 2006 |
| Register entry date: | February 13, 2007 |
| Owner: | Airborne Health, Inc. |

Mark: AIRBORNE GUMMI LOZENGES
Registration Number: 555442
Registration from: November 27, 2006
Register entry date: February 13, 2007
Owner: Airborne Health, Inc.

Mark: AIRBORNE JR.
Registration Number: 555443
Registration from: November 27, 2006
Register entry date: February 13, 2007
Owner: Airborne Health, Inc.

Mark: AIRBORNE NIGHTTIME
Registration Number: 558486
Registration from: November 27, 2006
Register entry date: May 21, 2007
Owner: Airborne Health, Inc.

Mark: AIRBORNE ON-THE-GO
Registration Number: 558487
Registration from: November 27, 2006
Register entry date: May 21, 2007
Owner: Airborne Health, Inc.

Mark: CREATED BY A SCHOOL TEACHER!
Registration Number: 555192
Registration from: November 28, 2006
Register entry date: February 7, 2007
Owner: Airborne Health, Inc.

Mark: NEXT TIME, 'PLOP' THE AIRBORNE!
Registration Number: 555444
Registration from: November 27, 2006
Register entry date: February 13, 2007
Owner: Airborne Health, Inc.

Mark: TAKE AIRBORNE
Registration Number: 555445
Registration from: November 27, 2006
Register entry date: February 13, 2007
Owner: Airborne Health, Inc.

Mark: THE ORIGINAL AIRBORNE
Registration Number: 555446
Registration from: November 27, 2006
Register entry date: February 13, 2007
Owner: Airborne Health, Inc.

PATENTS, PATENT APPLICATIONS, PATENT RIGHTS:

None.

COPYRIGHTS AND COPYRIGHT REGISTRATIONS:

United States of America

Title: Airborne effervescent health formula, a dietary supplement
Description: Product packaging
Registration Number: VA0001251285
Registration Date: August 4, 2003
Claimant: Airborne, Inc. (Note: merged with Airborne Health, Inc.)

Title: Airborne sore throat gummi lozenges
Description: Product packaging
Registration Number: VA0001251286
Registration Date: August 4, 2003
Claimant: Airborne, Inc. (Note: merged with Airborne Health, Inc.)

Title: Airborne Jr. effervescent dietary supplement
Description: Product packaging
Registration Number: VA0001251287
Registration Date: August 4, 2003
Claimant: Airborne, Inc. (Note: merged with Airborne Health, Inc.)

Canada

Title: Airborne Tube Carton
Registration Number: 1062551
Registration date: October 30, 2008
Category: Literary/Artistic
Owner: Airborne Health, Inc.

Title: Airborne Display Stand
Registration Number: <http://www.cipo.ic.gc.ca/epic/site/cipointernet-internetopic.nsf/en/wr00463e.html> - regnumber1062550
Registration date: October 30, 2008
Category: Literary/Artistic
Owner: <http://www.cipo.ic.gc.ca/epic/site/cipointernet-internetopic.nsf/en/wr00463e.html> - companynameAirborne Health, Inc.

Title: Airborne Original Blister Pack
Registration Number: 1062549
Registration date: October 30, 2008
Category: <http://www.cipo.ic.gc.ca/epic/site/cipointernet-internetopic.nsf/en/wr00463e.html> - category Literary/Artistic
Owner: Airborne Health, Inc.

Title: Airborne Lemon Lime Package
Registration Number: <http://www.cipo.ic.gc.ca/epic/site/cipointernet-internetopic.nsf/en/wr00463e.html> - regnumber1062548
Registration date: October 30, 2008
Category: <http://www.cipo.ic.gc.ca/epic/site/cipointernet-internetopic.nsf/en/wr00463e.html> - category Literary/Artistic
Owner: Airborne Health, Inc.

Title: Airborne Pink Grapefruit Package
Registration Number: 1062547
Registration date: October 30, 2008
Category: <http://www.cipo.ic.gc.ca/epic/site/cipointernet-internetopic.nsf/en/wr00463e.html> - category Literary/Artistic
Owner: Airborne Health, Inc.

Title: Airborne Blister Package
Registration Number: 1062459
Registration date: October 27, 2008
Category: <http://www.cipo.ic.gc.ca/epic/site/cipointernet-internetopic.nsf/en/wr00463e.html> - category Literary/Artistic
Owner: Airborne Health, Inc.

Title: <http://www.cipo.ic.gc.ca/epic/site/cipointernet-internetopic.nsf/en/wr00463e.html> - titleAirborne Blister Pack
Registration Number: 1062458
Registration date: October 27, 2008
Category: <http://www.cipo.ic.gc.ca/epic/site/cipointernet-internetopic.nsf/en/wr00463e.html> - category Literary/Artistic
Owner: Airborne Health, Inc.

Registrations licensed to Seller

Title: Airborne Long Worm Germ
<http://www.cipo.ic.gc.ca/epic/site/cipointernet-internetopic.nsf/en/wr00463e.html> - title
Registration Number: 1062764
Registration date: November 10, 2008
Category: <http://www.cipo.ic.gc.ca/epic/site/cipointernet-internetopic.nsf/en/wr00463e.html> -
category Artistic
<http://www.cipo.ic.gc.ca/epic/site/cipointernet-internetopic.nsf/en/wr00463e.html> - category
Owner: <http://www.cipo.ic.gc.ca/epic/site/cipointernet-internetopic.nsf/en/wr00463e.html> - appnameLloyd Dangle

Title: <http://www.cipo.ic.gc.ca/epic/site/cipointernet-internetopic.nsf/en/wr00463e.html> - titleAirborne Amoebic Germ
Registration Number: <http://www.cipo.ic.gc.ca/epic/site/cipointernet-internetopic.nsf/en/wr00463e.html> - regnumber1062763
Registration date: November 10, 2008
Category: <http://www.cipo.ic.gc.ca/epic/site/cipointernet-internetopic.nsf/en/wr00463e.html> -
category Artistic
<http://www.cipo.ic.gc.ca/epic/site/cipointernet-internetopic.nsf/en/wr00463e.html> -
category
Owner: <http://www.cipo.ic.gc.ca/epic/site/cipointernet-internetopic.nsf/en/wr00463e.html> - appnameLloyd Dangle

Title: <http://www.cipo.ic.gc.ca/epic/site/cipointernet-internetopic.nsf/en/wr00463e.html> - titleAirborne Splat Germ
<http://www.cipo.ic.gc.ca/epic/site/cipointernet-internetopic.nsf/en/wr00463e.html> -
title
Registration Number: 1062762
Registration date: November 10, 2008
Category: <http://www.cipo.ic.gc.ca/epic/site/cipointernet-internetopic.nsf/en/wr00463e.html> -
category Artistic
<http://www.cipo.ic.gc.ca/epic/site/cipointernet-internetopic.nsf/en/wr00463e.html> -
category
Owner: <http://www.cipo.ic.gc.ca/epic/site/cipointernet-internetopic.nsf/en/wr00463e.html> - appnameLloyd Dangle

Title: Airborne School Germs
<http://www.cipo.ic.gc.ca/epic/site/cipointernet-internetopic.nsf/en/wr00463e.html> - title
Registration Number: 1062761
Registration date: November 10, 2008
Category: <http://www.cipo.ic.gc.ca/epic/site/cipointernet-internetopic.nsf/en/wr00463e.html> -
category Artistic

<http://www.cipo.ic.gc.ca/epic/site/cipointernet-internetopic.nsf/en/wr00463e.html> - category
<http://www.cipo.ic.gc.ca/epic/site/cipointernet-internetopic.nsf/en/wr00463e.html> - category
 Owner: <http://www.cipo.ic.gc.ca/epic/site/cipointernet-internetopic.nsf/en/wr00463e.html> - appnameLloyd Dangle

Title: Airborne Office Germs
<http://www.cipo.ic.gc.ca/epic/site/cipointernet-internetopic.nsf/en/wr00463e.html> - title
 Registration Number: 1062760
 Registration date: November 10, 2008
 Category: <http://www.cipo.ic.gc.ca/epic/site/cipointernet-internetopic.nsf/en/wr00463e.html> - category
 Artistic
<http://www.cipo.ic.gc.ca/epic/site/cipointernet-internetopic.nsf/en/wr00463e.html> - category
<http://www.cipo.ic.gc.ca/epic/site/cipointernet-internetopic.nsf/en/wr00463e.html> - category
 Owner: <http://www.cipo.ic.gc.ca/epic/site/cipointernet-internetopic.nsf/en/wr00463e.html> - appnameLloyd Dangle

Title: Airborne Germs on Airplane
<http://www.cipo.ic.gc.ca/epic/site/cipointernet-internetopic.nsf/en/wr00463e.html> - title
 Registration Number: 1062759
 Registration date: November 10, 2008
 Category: <http://www.cipo.ic.gc.ca/epic/site/cipointernet-internetopic.nsf/en/wr00463e.html> - category
 Artistic
<http://www.cipo.ic.gc.ca/epic/site/cipointernet-internetopic.nsf/en/wr00463e.html> - category
<http://www.cipo.ic.gc.ca/epic/site/cipointernet-internetopic.nsf/en/wr00463e.html> - category
 Owner: <http://www.cipo.ic.gc.ca/epic/site/cipointernet-internetopic.nsf/en/wr00463e.html> - appnameLloyd Dangle

POTENTIALLY COPYRIGHTABLE WORKS:

1. US Displays: Below are current display skus for which Seller has developed creative works based on its license rights from Lloyd Dangle.

DAILY INVENTORY REPORT /TX AG COMPLIANT PKG - U.S. - 9.16.09

| ITEM# | CUSTOMER | PRODUCT DESCRIPTION | |
|--------|-------------|--|------------------------------|
| | | CLUB - Open Stock Trays / Pallets (both considered Displays) | CLUB / Open Stock / Displays |
| 100741 | Costco | COSTCO 2-18's (open stock) 48 pc Tray | 24OR/16LL/8PG 2-18s' |
| 100840 | Sams & BJ's | SAM's & BJ's Triple Pack (open stock) 24 pc Tray | 12OR/8LL/4VAR Triple Packs |

| | | | |
|--------|---------|--|--|
| 101925 | Costco | COSTCO 3 Layer Pallet : 24OR/16LL/8PG 2-18's (6 tie / 3 high) 18 Trays total (48 2-18 ct cartons per tray) | COSTCO - 3 LAYER - 18 trays |
| 101949 | Costco | COSTCO 2 Layer Pallet: 24OR/16LL/8PG 2-18's (6 tie / 2 high) 12 Trays total (48 2-18 ct cartons per tray) | COSTCO - 2 LAYER - 12 trays |
| | | COUNTER UNITS / Displays | CU Counter Units / Displays |
| 300014 | All | OR, 10's, 24 pc counter unit | CU 24 OR |
| 300076 | All | LL, 10's, 24 pc counter unit | CU 24 LL |
| 300189 | All | PG, 10's, 24 pc counter unit | CU 24 PG |
| | | PDQ's / Displays | PDQ Displays |
| 304410 | Wmart | NEW! 48 pc MIXED 3 flavor "slant" PDQ 10 ct (Walmart) | PDQ 48 pc - 3 flavor - 24OR/16LL/8PG |
| 305510 | Wmart | NEW! 24 pc MIXED 3 flavor "slant " PDQ 10 ct (Walmart) | PDQ 24 pc - 3 flavor - 12OR/8LL/4PG |
| 100886 | Wmart | 24 pc OR PDQ 10 ct (Walmart) "slant" PDQ | PDQ 24 OR |
| 100901 | Wmart | 24 pc LL PDQ 10 ct (Walmart) "slant" PDQ | PDQ 24 LL |
| 100871 | Wmart | 48 pc OR PDQ 10 ct (Walmart) "slant" PDQ | PDQ 48 OR |
| 100895 | Wmart | 48 pc LL PDQ 10 ct (Walmart) "slant" PDQ | PDQ 48 LL |
| 100918 | Wmart | 36 pc PG PDQ 10 ct (Walmart) "slant" PDQ | PDQ 36 PG |
| 300967 | Meijer | 32 pc Orange Triple Pack PDQ (Meijer) | PDQ 32 Triple Pack |
| 303310 | Wgreens | 40 pc PDQ 4 flavor (Walgreens) | PDQ 40 pc - for Walgreens - 4 flavor - 18OR/12LL/5VB/5PG |
| 301155 | All | 40 PC PDQ 3 flavor Standard PDQ Display | PDQ 40 pc - NEW for Fall 09 - 3 flavor- 20OR/13LL/7PG |
| | | POWER WING / FLOORSTANDS / MIXED CASES / Displays | PW / FS Displays |
| 306610 | Wgreens | NEW! 36 pc PW 4 flavor 14OR/10LL/6PG/6VB | PW 36 pc - 4 flavor - 14OR/10LL/6PG/6VB |

| | | | |
|--------|-----|---|---|
| | | (Walgreens) | |
| 301162 | All | 36 pc PW/FS 3 flavor (new) Standard PW/FS Display | PW/FS 36 pc - 3 flavor - 18OR/12LL/6PG |

2. Canada Displays: Below are current display skus for which Seller has developed creative works based on its license rights from Lloyd Dangle.

DAILY INVENTORY REPORT - CANADIAN PRODUCT - 9.16.09

| ITEM# | PRODUCT DESCRIPTION |
|--------------------|---|
| 301100 | 12OR/12LL 24 ct CU (CANADA) |
| 301117 | 15OR/12LL 27pc PW/FS (CANADA) |
| 301148 | 30OR/15LL 45pc PW Combo for Wal-Mart (CANADA) |
| TOTAL CASES | |

3. Other unregistered activity: This lists any other activity for which Seller has not registered (i.e., TV creative, coupons etc).

• Television Advertising (all created and produced under the Nelson Henry contract)

A) Updated "Running of the Kids" featuring actors, animated "packaging guy", product packaging and product demonstration

B) "Packaging Guy" featuring actors, animated "packaging guy" product packaging and product demonstration

• Coupons

A) National US coupon featuring "packaging guy", product packaging, pricing

B) Fred Meyer instore coupon booklet featuring product packaging, pricing

C) BJ's in store coupon featuring product packaging, pricing

D) Canada Shopper Drug coupon featuring product packaging, pricing, ingredients

• Duane Reade trucks - currently have creative work on side of some Duane Reade deliver trucks. Creative work includes TM name, package.

• Cartons

A) ABI Triple carton F10-01 v1

B) Berry 10ct carton F10-02 v1

C) Lemon-lime 10ct carton F10-02 v1

D) Original Orange 10ct carton F10-02 v1

E) On-The-Go Lemon-lime 8ct box09 v6

F) Lemon-lime 18tube F10-01 v1

G) Lemon-lime costco09 2pk F10-01 v1

H) Original 18ct tube F10-01 v1

I) Original costco09 2pk F10-01 v1

J) Pink Grapefruit 10ct carton F10-02 v1

- K) Pink Grapefruit 18tube F10-01 v1
- L) Pink Grapefruit costco09 2pk F10-01 v1

4. Images and text used on Seller's web sites identified below under "Active Domain Names."

ACTIVE DOMAIN NAMES

- 1. www.airbornehealth.com
- 2. www.airbournehealth.com
- 3. www.airbornhealth.com
- 4. www.airborntrust.com
- 5. www.freeairborneseasonal.com
- 6. www.spreadairborne.com
- 7. www.runningofthekids.com
- 8. www.runningofthekids.org
- 9. www.therunningofthekids.com
- 10. www.therunningofthekids.org

LICENSE AGREEMENTS OR OTHER AGREEMENTS RELATING TO INTELLECTUAL PROPERTY:

- 1. Assignment of Intellectual Property dated May 5, 2005 by T. J. Rider McDowell in favor of Airborne, Inc.
- 2. Assignment of Intellectual Property dated May 5, 2005 by Victoria Knight-McDowell in favor of Airborne, Inc.
- 3. Spokesperson and License Agreement dated May 24, 2005 by and between Victoria Knight-McDowell and Airborne, Inc.
- 4. Logo License Agreement dated May 24, 2005 by and among Airborne, Inc., Thomas John McDowell and Victoria Knight-McDowell.
- 5. Amendment to Agreements dated May 4, 2005 with Lloyd Dangle Comics and Illustration by and between Tobico, LLC, d/b/a Lloyd Dangle Comics and Illustration and Airborne, Inc. (and all agreements amended thereby).

6. Letter of Agreement dated September 22, 2006 by and between Airborne, Inc. and Dangle Comics & Illustration.
7. Letter of Agreement dated March 6, 2006 by and between Airborne, Inc. and Dangle Comics & Illustration.
8. Electronic Invoice dated February 16, 2006 from Dangle Comics & Illustration.
9. Agreement dated June 11, 2009 by and between Airborne, Inc. and Olsen Thielen Technologies, Inc. regarding software
10. Master Agreement dated December 18, 2008 by and between Airborne Health, Inc. and ORBIT Systems, Inc. regarding software.
11. Master Software Subscription License Agreement dated August 30, 2007 by and between Airborne, Inc. and Synectics Group, Inc.
12. Local Service Agreement to the Master Services Agreement dated as of June 18, 2009 by and between Airborne Health, Inc. and The Nielsen Company (US), LLC.
13. Payment Authorization Form dated August 1, 2005 by and between Airborne, Inc. and True Commerce, Inc. regarding EDI electronic invoicing.
14. Agreement for NCH Manufacturer Services dated June 3, 2005 by and between Airborne, Inc. and NCH Marketing Services, Inc.
15. Transfer of Rights-Assumption Agreement effective December 23, 2008 by and between Bartle, Bogle and Hegarty and Seller.
16. ACTRA Transfer of Rights Agreement effective December 23, 2008 by and between Bartle, Bogle and Hegarty and Seller.
17. Letter agreement dated as of May 1, 2009 by and between Airborne Health, Inc. and Nelson Henry, Inc.
18. Supplier agreement dated February 16, 2007 by and between Airborne Health, Inc. and A.M. Todd Company.
19. Supplier agreement dated March 9, 2007 by and between Airborne Health, Inc. and A.M. Todd Company.
20. Supply Agreement dated March 17, 2006 by and between Airborne Health, Inc., d/b/a Airborne, Inc. and Amerilab Technologies, Inc., as amended by that Amendment to Supply Agreement dated February 6, 2007 between Airborne Health, Inc. and Amerilab Technologies, Inc.

With respect to subsection (a)(iv):

1. VitaStix: Seller received a letter dated February 12, 2009 from Christopher Lloyd of VitaStix, Inc. alleging Seller's Power Pixies™ product infringed VitaStix US Patent No. 6,638,549

entitled: "System for Storage and Delivery of Powdered Nutritional Supplements." Seller responded to VitaStix's claim and informed VitaStix that: (a) it has located several prior art references that each independently disclose the specific methods for delivering a powdered nutritional supplement directly into the mouth of a user claimed in claims 1-10 of VitaStix's US patent prior to its earliest priority date, and that none of the prior art references were cited in the prosecution of VitaStix's patent, (b) VitaStix's patent was invalid, (c) Seller is not the manufacturer of the Power Pixies™ product, and (d) Seller has discontinued the Power Pixies™ product. Seller has not received any further correspondence from VitaStix and has concluded that this matter is closed.

2. Arbonne Smart Nutritional Hybrids. This was a trade-mark application (#1285447) for ARBONNE SMART NUTRITIONAL HYBRIDS by Arbonne International, LLC in Canada which Seller opposed in 2008. Seller filed its evidence with the registrar on October 23, 2008. There is a current deadline of October 25, 2009 for Arbonne to file its own evidence.

3. Arbonne (Hong Kong). This was a trade-mark application (#301083979, subsequently divided into #301083979AA, #301083979AB, #301083979AC) by Arbonne International, LLC in Hong Kong which Seller opposed. As per Seller's instructions to take no further steps in these opposition matters, Seller, through Hong Kong intellectual property counsel, offered to withdraw the oppositions on the basis that each party shall bear its own costs. It is the Seller's understanding that Arbonne agreed and in June 2009 Seller withdrew the oppositions without reference to the merits of the case.

4. Arbonne and Arbonne Bio-Nutria (EU): These were trade-mark applications for ARBONNE and ARBONNE BIO-NUTRIA by Arbonne International, LLC in the EU which Seller opposed. The opposition files are currently in the 'cooling off period' which ends May 28, 2010 (ARBONNE) and, respectively, May 21, 2010 (ARBONNE BIO-NUTRIA). If Seller intends to withdraw its oppositions it should do so before that date to avoid a costs award.

5. Arbonne Bio-Nutria (Canada): Seller filed an opposition to Arbonne's application but did not proceed with the opposition. On July 15, 2009, CIPO advised that the opposition was deemed withdrawn and the application would proceed in due course. No steps have been taken to attempt to obtain a retroactive extension.

6. Re-Zistex: Seller's intellectual property counsel sent a cease and desist letter to Re-Zistex on November 5, 2008 claiming that Re-Zistex was infringing Airborne's trade-mark. Seller's intellectual property counsel received a letter dated November 10, 2008 from counsel for Re-Zistex (Heenan Blaikie) advising that Seller has no basis of a claim for infringement. Seller decided to cease all work on the matter.

7. Airborn: Seller was considering opposing a Canadian trade-mark application (#1415601) filed in October 2008 under the name 'Airborn' in relation to body and beauty products, hair brushes, styling irons etc. Seller's intellectual property counsel has been monitoring the application only and, as a result, no opposition to the application has been filed.

With respect to subsection (c):

None.