

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PLAINFIELD DIRECT INC.		04/11/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	TODAYS WOMENCARE COMPANY
Street Address:	73 Franklin Turnpike
City:	Allendale
State/Country:	NEW JERSEY
Postal Code:	07401
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Serial Number:	78977195	TODAY
Serial Number:	78540027	TODAY PH BALANCE RESTORE
Serial Number:	78530611	TODAY DAILY PH BALANCE
Serial Number:	78361802	TODAY
Serial Number:	77232969	TODAY
Serial Number:	76978100	TODAY
Serial Number:	76977872	TODAY
Serial Number:	76977851	TODAYS WOMEN CARE
Serial Number:	76537778	TODAY
Serial Number:	76537776	TODAY
Serial Number:	73552216	TODAY

CORRESPONDENCE DATA

Fax Number: (908)654-7866

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

900175686

**TRADEMARK
 REEL: 004310 FRAME: 0292**

CH \$290.00 78977195

Phone: 908-654-5000
Email: trademarkadmin@ldlkm.com
Correspondent Name: GREGG A. PARADISE
Address Line 1: 600 SOUTH AVENUE WEST
Address Line 4: WESTFIELD, NEW JERSEY 07090

ATTORNEY DOCKET NUMBER:	ALVOGE 5.0-002
NAME OF SUBMITTER:	GREGG A. PARADISE
Signature:	/GREGG A. PARADISE/
Date:	10/22/2010

Total Attachments: 85

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IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:)	Chapter 7
)	
SYNOVA HEALTHCARE, INC., et al., ¹)	Case No. 07-11889 (CSS)
)	
Debtors.)	(Jointly Administered)
)	

AMENDED ORDER (1) APPROVING SALE OF SUBSTANTIALLY ALL OF DEBTORS' ASSETS FREE AND CLEAR OF ALL LIENS, CLAIMS, INTERESTS AND ENCUMBRANCES; (2) APPROVING ASSUMPTION AND ASSIGNMENT OF CERTAIN CONTRACTS AND LEASES; AND (3) GRANTING RELATED RELIEF

This matter came before the Court on the *Motion of Jeoffrey L. Burtch, Chapter 7 Trustee, to: (I) Establish Procedures to Govern the Sale of the Debtors' Assets Through Public Auction; (II) Approve the Assumption and Assignment of Unexpired Leases and Executory Contracts Designated by the Buyers; and (III) Approve the Sale of the Debtors' Assets Free and Clear of Liens, Claims and Encumbrances* (the "Sale Motion"). Pursuant to the Sale Motion, the Chapter 7 Trustee of the above-captioned debtors and debtors in possession (collectively, the "Debtors") sought, *inter alia*, an order authorizing the sale of substantially all the assets (the "Sale") of the Debtors to the highest and best bidder ("Purchaser"), free and clear of all liens, claims, interests and encumbrances pursuant to Sections 105, 363 and 365 of title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (the "Bankruptcy Code"), and Rules 2002, 6004, 6006, and 9014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") (the assets to be sold being more fully described in and collectively defined in the Asset Purchase Agreement, a true and correct copy of which is annexed hereto as Exhibit "A" and incorporated

¹ The Debtors in their jointly administered cases are Synova Healthcare, Inc.; Synova Pre-Natal Healthcare, Inc.; Allendale Pharmaceuticals, Inc.; Today's Women's Care Company; and Synova Healthcare Group, Inc. (the "Debtors").

herein by reference (the "Purchase Agreement"), and herein after referred to as the "Purchased Assets").

On February 19, 2008, the Court entered its *Order Establishing Notice, Bid and Auction Procedures to Govern the Sale of Substantially all of the Debtors' Assets and Granting Related Relief* (the "Bid Procedures Order"), authorizing the Trustee to proceed with the sale procedures set forth therein (the "Bid Procedures") and the form of notice of the hearing on the Sale Motion.

The Court, having conducted a hearing on the Sale Motion of April 11, 2008 (the "Sale Hearing"); and all parties in interest having been heard, or having had the opportunity to be heard, regarding approval of the Purchase Agreement, and the transactions and other, ancillary agreements contemplated thereby, including the Settlement Agreement and Royalty Agreement, both as defined in the Purchase Agreement (the "Transactions"); and the Court having reviewed and considered the Sale Motion and objections thereto, and the arguments of counsel made, and the evidence adduced, at the Sale Hearing; and it appearing that the relief requested in the Sale Motion is in the best interests of the Debtors, their estates, their creditors, and all other parties in interest; and upon the record of the Sale Hearing and these chapter 7 cases and after due deliberation thereon, and good cause appearing therefore; **THE COURT HEREBY FINDS, DETERMINES AND CONCLUDES THAT:**

A. The findings and conclusions set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052. To the extent any of the following findings of fact are determined to be conclusions of law, they are adopted, and shall be construed and deemed, conclusions of law. To the extent any of the following conclusions of law are determined to be findings of fact, they are adopted, and shall be construed and deemed, as findings of fact.

B. The court has jurisdiction to hear and determine the Sale Motion and to grant the relief requested in the Sale Motion pursuant to 28 U.S.C. § 1334(b). Venue of these cases and the Sale Motion in this district is proper under 28 U.S.C. §§ 1408 and 1409. This is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2).

C. The statutory predicates for the relief requested in the Sale Motion are Sections 105, 363 and 365 of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, 6006, 9014 and 9019.

D. As evidenced by the affidavits of service filed with the Court, written notice of the Sale Hearing was transmitted to: (a) the Office of the United States Trustee; and (b) to (i) the creditors holding the largest claims in these Chapter 7 Cases; (ii) the persons known to the Debtors to possess and/or exercise any control over any of the Purchased Assets; (iii) the persons known to the Debtors to assert any rights in any of the Purchased Assets; (iv) all applicable federal, state and local tax authorities with jurisdiction over the Debtors and/or the Purchased Assets; (v) any known party that has expressed a bona fide interest in writing to the Debtors regarding any purchase of the Purchased Assets and (vi) all entities that have requested notice in the Debtors' chapter 7 cases.

E. Based upon the affidavits of service filed with the Court; (a) notice of the Sale Motion, the Bid Procedures, the Bid Procedures Order, the Sale Hearing and of the Trustee's intention to assume and assign certain executory contracts, was adequate and sufficient under the circumstances of these chapter 7 cases and these proceedings and complied with the various applicable requirements of the Bankruptcy Code and the Bankruptcy Rules; and (b) a reasonable opportunity to object and be heard with respect to the Sale Motion and the relief requested herein

was afforded to all interested persons and entities.

F. The Purchased Assets are property of the Debtors' estates and title thereto is vested in the Debtors' estates.

G. The Bid Procedures were substantively and procedurally fair to all parties.

H. The Trustee and his professionals marketed the Purchased Assets and conducted the sale process in accordance with the Bid Procedures. The Debtors provided notice of the sale of the Purchased Assets to Purchaser to each of the entities that previously expressed a bona fide interest in the Purchased Assets or the Business. Based upon the record of these proceedings, all creditors, all other parties-in-interest and all prospective purchasers have been afforded a reasonable and fair opportunity bid for the Purchased Assets.

I. Subsequent to an auction held on March 27, 2008, the Trustee determined that the highest and best Qualified Bid was that of Purchaser.

J. Subject to the entry of this Order, the Trustee (i) has full power and authority to execute the Purchase Agreement and all other documents contemplated thereby, and the sale of the Purchased Assets by the Trustee has been duly and validly authorized, and (ii) has all of the power and authority necessary to consummate the Transactions contemplated by the Purchase Agreement. No consents or approvals, other than those expressly provided for in the Purchase Agreement or this Order, are required for the Trustee to Close the Sale and consummate the transactions.

K. Entry into the Purchase Agreement and consummation of the Transactions constitute the exercise by the Trustee of sound business judgment and such acts are in the best

interests of the Debtors, their estates and creditors, and all parties in interest.

L. The Purchase Agreement and the Transactions were negotiated and have been and are undertaken by the Trustee and Purchaser at arms' length without collusion or fraud, and in good faith within the meaning of Section 363(m) and (n) of the Bankruptcy Code. An auction was conducted in accordance with the Bid Procedures Order on March 27, 2008, at which Purchaser was declared the highest and best bidder. The auction was conducted at arms' length and in good faith within the meaning of Section 363(m) of the Bankruptcy Code. As a result of the foregoing, the Purchaser is entitled to the protections of Section 363(m) of the Bankruptcy Code. Moreover, neither the Trustee nor Purchaser engaged in any conduct that would cause or permit the Purchase Agreement, the consummation of the Transactions or the assumption and assignment of any assumed executory contracts to be avoided, or costs or damages to be imposed, under Section 363(n) of the Bankruptcy Code.

M. The total consideration provided by Purchaser for the Purchased Assets is the highest and best offer received by the Trustee, and the Purchase Price constitutes (a) reasonably equivalent value under the Bankruptcy Code and Uniform Fraudulent Transfer Act, (b) fair consideration under the Uniform Fraudulent Conveyance Act, and (c) reasonably equivalent value, fair consideration and fair value under any other applicable laws of the United States, any state, territory or possession, or the District of Columbia ((a), (b) and (c) collectively, "Value"), for the Purchased Assets.

N. The Trustee may sell the Purchased Assets free and clear of all liens, claims, interests and encumbrances, because, with respect to each creditor asserting a lien, claim or interest, one or more of the standards set forth in Bankruptcy Code § 363(f)(1)-(5) has been

satisfied. Those holders of liens, claims, interests and encumbrances who did not object or who withdrew their objections to the Sale or the Sale Motion are deemed to have consented to the Sale Motion and Sale pursuant to Bankruptcy Code § 363(f)(2). Those holders of liens, claims, interests and encumbrances who did object fall within one or more of the other subsections of Bankruptcy Code § 363(f).

O. Except as otherwise expressly provided in the Purchase Agreement, the transfer of the Purchased Assets to Purchaser will be a legal, valid, and effective transfer of the Purchased Assets, and will vest Purchaser with all right, title, and interest of the Debtors to the Purchased Assets free and clear of all liens, claims, interests and encumbrances, including, but not limited to, all claims arising under doctrines of successor liability.

P. Approval of the Purchase Agreement and assumption, assignment, and sale of each of the assumed executory contracts, and consummation of the Sale of the Purchased Assets at this time are in the best interests of the Debtors, their creditors, their estates, and all parties in interest. Time is of the essence in consummating the Sale. In order to maximize the value of the Debtors' assets, it is essential that the sale of the Purchased Assets occur within the time constraints set forth in the Purchase Agreement. Accordingly, there is cause to lift the stays contemplated by Bankruptcy Rules 6004 and 6006.

Based upon all of the foregoing, and after due deliberation, **THE COURT ORDERS, ADJUDGES, AND DECREES THAT:**

1. The relief requested in the Sale Motion is granted in the manner and to the extent provided therein.

2. All objections and responses concerning the Sale Motion, are resolved in accordance with the terms of this Order and as set forth in the record of the Sale Hearing; and to

the extent any such objection or response was not otherwise withdrawn, waived or settled, it is, and all reservations of rights or relief requested therein, overruled and denied.

3. The Purchase Agreement, the Transactions, and the Sale of the Purchased Assets to Purchaser, are hereby approved and authorized in all respects.

4. Pursuant to Sections 105, 363(b) and 363(f) of the Bankruptcy Code, upon the Closing Date, under the Purchase Agreement, the Purchased Assets, except any assumed leases, shall be transferred to Purchaser free and clear of (i) all liens, claims, interests and encumbrances, (ii) any restriction on the use, voting, transfer, receipt of income or other exercise of any attributes of ownership of the Purchased Assets, and (iii) any claim, whether arising prior to or subsequent to the commencement of these bankruptcy cases, arising under doctrines of successor liability.

5. Except as expressly provided in the Purchase Agreement, Purchaser is not assuming nor shall it or any affiliate of Purchaser be in any way liable or responsible, as a successor or otherwise, for any liabilities, debts, or obligations of the Debtors in any way whatsoever relating to or arising from the Debtors' ownership or use of the Purchased Assets prior to the consummation of the transactions contemplated by the Purchase Agreement, or any liabilities calculable by reference to the Debtors or their operations or the Purchased Assets, or relating to continuing or other conditions existing on or prior to the Closing Date, which liabilities, debts, and obligations are hereby extinguished insofar as they may give rise to liability, successor or otherwise, against Purchaser or any affiliate of the Purchaser.

6. The consideration provided by Purchaser for the Purchased Assets under the Purchase Agreement, is fair and reasonable and shall be deemed for all purposes to constitute Value under the Bankruptcy Code and any other applicable law, and the Sale may not be

avoided, or costs or damages imposed or awarded, under Section 363(n), or any other provision of the Bankruptcy Code.

7. The Transactions are undertaken by Purchaser in good faith, and Purchaser is a purchaser in good faith of the Purchased Assets as that term is used in Section 363(m) of the Bankruptcy Code and Purchaser is entitled to all of the protections afforded by Section 363(m) of the Bankruptcy Code; accordingly, the reversal or modification on appeal of the authorization provided herein to consummate the Sale shall not affect the validity of the Sale of the Purchased Assets to Purchaser (including the assumption, assignment, and sale of assumed executory contracts), unless such authorization is duly stayed pending such appeal.

8. Pursuant to sections 105, 363 and 365 of the Bankruptcy Code, the Trustee and the Purchaser are each hereby authorized and directed to take any and all actions necessary or appropriate to: (i) consummate the sale of the Purchased Assets to Purchaser (including, without limitation, to convey to Purchaser any and all of the Purchased Assets intended to be conveyed) and the Closing of the Transactions in accordance with the Sale Motion, the Purchase Agreement and this Order; and (ii) perform, consummate, implement and close fully the Purchase Agreement together with all additional instruments and documents that may be reasonably necessary or desirable to implement the Purchase Agreement, including, without limitations, take all actions and execute all documents reasonably necessary or appropriate to effectuate any obligations under the Purchase Agreement and to execute and deliver such other documents and take such other actions as are necessary to effectuate the transactions contemplated by the Purchase Agreement.

9. No bulk sales law or any similar law of any state or other jurisdiction shall apply in any way to the Sale and the Transactions. No brokers were involved in consummating the

Sale or the Transactions, and no brokers' commissions are due to any person or entity in connection with the Sale or the Transactions.

10. Upon the Closing, (a) the Trustee is hereby authorized and directed to consummate, and shall be deemed for all purposes to have consummated, the sale, transfer and assignment of the Purchased Assets to Purchaser free and clear of any and all liens, claims, interests and encumbrances, and (b) except as otherwise expressly provided in the Purchase Agreement, all such liens, claims, interests and encumbrances shall be and hereby are released, terminated and discharged as to the Purchaser and the Purchased Assets.

11. Upon the Closing, and except as otherwise expressly provided in the Purchase Agreement, Purchaser shall not be liable for any Claims against, and liabilities and obligations of, the Debtors or any of the Debtors' predecessors or affiliates. Without limiting the generality of the foregoing, and except as otherwise expressly provided in the Purchase Agreement, (a) Purchaser shall have no liability or obligation to pay wages, bonuses, severance pay, benefits (including, without limitation, contributions or payments on account of any under-funding with respect to any pension plans) or make any other payment to employees of the Debtors, (b) Purchaser shall have no liability or obligation in respect of any collective bargaining agreement, employee pension plan, employee health plan, employee retention program, employee incentive program or any other similar agreement, plan or program to which any Debtors are a party (including, without limitation, liabilities or obligations arising from or related to the rejection or other termination of any such plan, program, agreement or benefit), (c) Purchaser shall in no way be deemed a party to or assignee of any such employee benefit, agreement, plan or program, (d) and all parties to any such employee benefit, agreement, plan or program are enjoined from asserting against Purchaser any Claims arising from or relating to such employee benefit,

agreement, plan or program.

12. Purchaser shall not be deemed a successor of or to the Debtors or the Debtors' estates with respect to any liens, claims, interests and encumbrances against the Debtors or the Purchased Assets, and Purchaser shall not be liable in any way for any such liens, claims, interests and encumbrances. Upon the Closing of the Sale, all creditors, employees and equity holders of the Debtors are permanently and forever barred, restrained and enjoined from (a) asserting any Claims or enforcing remedies, or commencing or continuing in any manner any action or other proceeding of any kind, against Purchaser or the Purchased Assets on account of any of the liens, claims, interests and encumbrances, or (b) asserting any Claims or enforcing remedies under any theory of successor liability, *de facto* merger, or substantial continuity.

13. On the Closing Date, this Order shall be construed and shall constitute for any and all purposes a full and complete general assignment, conveyance and transfer of all of the Purchased Assets or a bill of sale transferring good and marketable title in such Purchased Assets to Purchaser on the Closing Date pursuant to the terms of the Purchase Agreement.

14. This Order (a) is and shall be effective as a determination that, upon Closing, all liens, interests and encumbrances existing as to the Purchased Assets conveyed to Purchaser have been and hereby are adjudged and declared to be unconditionally released, discharged and terminated, and (b) is and shall be binding upon and govern the acts of all entities, including, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies or units, governmental departments or units, secretaries of state, federal, state and local officials and all other persons and entities who may be required by operation of law, the duties of their office, or contract, to accept, file register or otherwise record or release any documents or instruments, or who may be required to report or

insure any title or state of title in or to any of the Purchased Assets conveyed to Purchaser. All such entities described above in this paragraph are authorized and specifically directed to strike all recorded liens, interests and encumbrances against the Purchased Assets from their records, official and otherwise and including, without limitation, those liens, interests and encumbrances listed in the applicable schedules to the Purchase Agreement.

15. If any person or entity, which has filed statements or other documents or agreements evidencing liens, interests and encumbrances on or in the Purchased Assets shall not have delivered to the Trustee prior to the Closing, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases of liens, interests and encumbrances, and any other documents necessary for the purpose of documenting the release of all liens, interests and encumbrances which the person or entity has or may assert with respect to the Purchased Assets, the Trustee and Purchaser are hereby authorized and directed to execute and file such statements, instruments, releases and other documents on behalf of such person or entity with respect to the Purchased Assets.

16. Each and every federal, state and governmental agency or department, and any other person or entity, is hereby authorized to accept any and all documents and instruments necessary and appropriate to consummate the transactions contemplated by the Purchase Agreement.

17. Except as otherwise provided in the Purchase Agreement, any and all Purchased Assets in the possession or control of any person or entity, including, without limitation, any former vendor, supplier or employee of the Debtors shall be transferred to Purchaser free and clear of liens, claims, interests and encumbrances and shall be delivered at the time of closing to Purchaser.

18. This Order and the Purchase Agreement (except as otherwise provided in the Settlement Agreement) shall be binding in all respects upon all creditors and equity holders of any of the Debtors, all non-debtor parties to the assumed executory contracts, all successors and assigns of the Debtors and their affiliates and subsidiaries, and any trustees, examiners, and the Purchase Agreement shall not be subject to rejection or avoidance under any circumstances.

19. The Purchase Agreement and any related agreements, documents, or other instruments may be modified, amended or supplemented by the parties thereto, in writing, signed by the parties, and in accordance with the terms thereof, without further order of the Court, provided that any such modification, amendment or supplement does not have a material adverse effect on the Debtors' estates.

20. Purchaser is directed to abide by the Debtors' existing privacy policies with respect to personally identifiable information as that term is used in Bankruptcy code Section 363(b)(1), and this Court shall retain jurisdiction over Purchaser's further compliance with the requirements of such Section 363(b)(1).

21. Pursuant to Bankruptcy Rules 7026, 9014 and 6004(h), this Order shall be effective immediately upon entry, and any stay of orders provided for in Bankruptcy Rules 6004(h), 6006(d) and any other provision of the Bankruptcy Code or Bankruptcy Rules is expressly lifted.

22. The provisions of this Order are nonseverable and mutually dependent.


23. To the extent permitted by section 525 of the Bankruptcy Code, no governmental unit may revoke or suspend any permit relating to the operation of the Purchased Assets sold, transferred or conveyed to Purchaser on account of the filing or pendency of these Chapter 7 cases or the consummation of the Sale.

24. Each and every federal, state and local government agency or department is authorized to accept any and all documents and instruments necessary and appropriate to consummate the transfer of any of the Purchased Assets.

25. The failure specifically to include or make reference to any particular provisions of the Purchase Agreement in this Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court that the Purchase Agreement is authorized and approved in its entirety.

26. The Court retains jurisdiction, even after the closing of chapter 7 cases, to: (1) interpret, implement and enforce the terms and provisions of this Order (including the injunctive relief provided in this order) and the terms of the Purchase Agreement, all amendments thereto and any waivers and consents thereunder; (2) protect Purchaser, or any of the Purchased Assets, from and against any of the liens, claims, interests and encumbrances; (3) compel delivery of all Purchased Assets to Purchaser; and (4) resolve any disputes arising under or related to the Purchase Agreement, the Sale or the Transactions, or Purchaser's peaceful use and enjoyment of the Purchased Assets.

Dated: April 15, 2008



Honorable Christopher S. Sontchi
United States Bankruptcy Judge

EXHIBIT "A"

ASSET PURCHASE AGREEMENT

dated as of April 11, 2008

by and among

JEFFREY L. BURTCHE, THE CHAPTER 7 TRUSTEE

FOR THE ESTATES OF

SYNOVA HEALTHCARE GROUP, INC.,

SYNOVA HEALTHCARE, INC.,

SYNOVA PRE-NATAL HEALTHCARE, INC.,

ALLENDALE PHARMACEUTICALS, INC.,

TODAY'S WOMENCARE COMPANY, and

as Seller,

and

PAV Nova Inc.,

as Purchaser

TRADEMARK

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TABLE OF CONTENTS

This Table of Contents is not part of the Agreement to which it is attached but is inserted for convenience only.

	Page No.
ASSET PURCHASE AGREEMENT	1
ARTICLE I SALE OF ASSETS AND CLOSING	2
1.01 Sale Assets	2
1.02 Liabilities	4
1.03 Purchase Price; Adjustment; Indemnity Escrow; Allocation	5
1.04 Closing	5
1.05 Third-Party Consents	6
1.06 Further Assurances; Post-Closing Cooperation	6
ARTICLE II TRUSTEE RELEASES	7
2.01 Releases	7
2.02 AFI Party Releases	8
ARTICLE III REPRESENTATIONS AND WARRANTIES OF TRUSTEE	9
ARTICLE IV REPRESENTATIONS AND WARRANTIES OF PURCHASER	9
4.01 Corporate Existence	9
4.02 Authority	9
4.03 Ability	9
4.04 No Conflicts	9
4.05 Governmental Approvals	9
4.06 Legal Proceedings	10
4.07 Brokers	10
4.08 Shareholders and Members	10
ARTICLE V COVENANTS OF TRUSTEE	10
5.01 Delivery of Books and Records, etc	11
5.02 Fulfillment of Conditions	11
5.03 363/365 Order	11
ARTICLE VI COVENANTS OF PURCHASER	11
6.01 Fulfillment of Conditions	11
6.02 Bankruptcy Matters	11
ARTICLE VII CONDITIONS TO OBLIGATIONS OF PURCHASER	11
7.01 Performance	11
7.02 Orders and Laws	12
7.03 Regulatory Consents and Approvals	12
7.04 Deliveries	12

7.05 Ancillary Agreements	12
ARTICLE VIII CONDITIONS TO OBLIGATIONS OF TRUSTEE	12
8.01 Representations and Warranties.....	12
8.02 Performance	12
8.03 Officers' Certificates.....	12
8.04 Orders and Laws	13
8.05 Regulatory Consents and Approvals.....	13
8.06 Deliveries	13
ARTICLE IX TAX MATTERS AND POST-CLOSING TAXES.....	13
9.01 Transfer Taxes.....	13
9.02 Cooperation.....	14
9.03 Tax Returns	14
ARTICLE X TERMINATION	14
10.01 Termination	14
10.02 Effect of Termination	15
ARTICLE XI DEFINITIONS	15
11.01 Definitions	15
ARTICLE XII MISCELLANEOUS	20
12.01 Notices	20
12.02 Bulk Sales Act	21
12.03 Entire Agreement	21
12.04 Expenses	21
12.05 Waiver	21
12.06 Amendment	22
12.07 No Third Party Beneficiary	22
12.08 No Assignment; Binding Effect	22
12.09 Headings	22
12.10 Invalid Provisions	22
12.11 Counterparts	22
12.12 Governing Law	22
12.13 Submission to Jurisdiction; Waiver of Jury Trial	23

ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (this "Agreement") dated as of ~~March~~ ^{April} 25, 2008 is made and entered into by and among PAV Nova Inc., a Delaware corporation ("Purchaser"), and Jeffrey L. Burtch, Chapter 7 Trustee ("Seller" or "Trustee") for the Estates of Synova Healthcare Group, Inc., a Nevada corporation ("SHGI"), Synova Healthcare, Inc., a Delaware corporation ("SHI"), Synova Pre-Natal Healthcare, Inc., a Delaware corporation ("SPHI"), Allendale Pharmaceuticals, Inc., a Delaware corporation ("API"), and Today's Womencare Company, a Delaware corporation ("TWC" and, together with SHGI, SHI, SPHI and API, the "Debtors"). Capitalized terms not otherwise defined herein have the meanings set forth in Section 11.01 below.

WHEREAS, the Debtors were primarily engaged in the development, distribution, marketing and sales of women's products relating to contraception, vaginal health, menopause management, fertility planning, obstetrics and personal care (collectively, the "Business");

WHEREAS, the Trustee desires to sell, transfer and assign to Purchaser, and Purchaser desires to purchase and acquire from Trustee, certain of the assets of Debtors relating to the operation of the Business on the terms and subject to the exceptions set forth herein;

WHEREAS, in consideration of the assets sold to Purchaser, Purchaser will assume certain specified liabilities of Debtors relating to the Business, all on the terms and subject to the exceptions set forth herein;

WHEREAS, on or about December 18, 2007 (the "Petition Date"), the Debtors filed voluntary petitions commencing chapter 11 bankruptcy cases (which Debtors requested to have jointly administered) (hereinafter the "Bankruptcy Cases") pursuant to Title 11 of the United States Code, 11 U.S.C. Sections 101 et seq. (the "Bankruptcy Code") in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court"); and

WHEREAS, on December 28, 2007, the Debtors converted the Chapter 11 cases to Chapter 7 and the Trustee was duly appointed as the interim Chapter 7 Trustee and is now serving as the permanent Chapter 7 Trustee for the Debtors' estates; and

WHEREAS, the Sale Assets (as hereinafter defined) will be sold pursuant to an order of the Bankruptcy Court authorizing and approving (1) the sale of the Sale Assets under Section 363 of the Bankruptcy Code; (2) this Agreement, and specifically, the releases provided for in Article II; (3) the assumption and assignment of the Assigned Contracts (as hereinafter defined) under Section 365 of the Bankruptcy Code in accordance with the terms and conditions of this Agreement (the "363/365 Order"); and (4) the

Settlement Agreement and Royalty Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**ARTICLE I
SALE OF ASSETS AND CLOSING**

1.01 Sale Assets.

(a) Assets Transferred. On the terms and subject to the conditions set forth in this Agreement, the Trustee will sell, transfer, convey, assign and deliver to Purchaser, and Purchaser will purchase and pay for, at the Closing, all of the Trustee's right, title and interest in, to and under the following assets of the Debtors' estates used in connection with the Business, except as otherwise provided in Section 1.01(b), as the same shall exist on the Closing Date (collectively, the "Sale Assets"):

(i) Tangible Personal Property. All demonstration and other equipment, office and other supplies, parts, and other accessories related thereto, furniture, computers, laptops, telephone systems, copiers, fixtures, machinery and other tangible personal property (other than Inventory) used by any Debtors in the conduct of the Business at the locations at which the Business is conducted or at customers' premises or elsewhere, including but not limited to the items listed in Section 1.01(a)(i) of the Disclosure Schedule (the "Tangible Personal Property") (the "Tangible Personal Property");

(ii) Business Contracts. Subject to Section 1.05, those Contracts listed in Section 1.01(a)(ii) of the Disclosure Schedule to which any Debtor is a party and which are utilized in the conduct of the Business (the "Business Contracts"); provided, however, if Purchaser notifies the Trustee, on or prior to 5:00 p.m. New York, New York time on the first Business Day after the conclusion of the Auction, that Purchaser wants to acquire certain other Contracts, then the Business Contracts shall include any such Contracts;

(iii) Intangible Personal Property. All Intellectual Property and rights or licenses to use third party Intellectual Property used in the conduct of the Business (subject to, in the case of any such rights and licenses to use third party Intellectual Property, any related Contract of the Debtors (e.g. a distribution agreement) being a Business Contract hereunder), including but not limited to the names and logos related thereto and the Intellectual Property listed in Section 1.01(a)(iii) of the Disclosure Schedule.

(iv) Licenses. To the extent their transfer is permitted under applicable Laws and subject to Section 1.05, all Licenses utilized in the conduct of the Business, including but not limited to the Licenses listed in Section 1.01(a)(iv) of the

Disclosure Schedule (the "Business Licenses");

(v) Books and Records. All Books and Records used in the conduct of the Business or otherwise relating to the Sale Assets (the "Business Books and Records");

(vi) Inventory. All inventories of raw materials, work-in-process, finished goods, products under research and development, and other accessories related thereto which are held at, or are in transit from or to, the locations at which the Business is conducted, or located at customers' premises on consignment, or elsewhere, in each case, which were used by any Debtor in the conduct of the Business, including but not limited to the items listed in Section 1.01(a)(vi) of the Disclosure Schedule (the "Inventory");

(vii) Tax Credits. All tax credits and similar Tax attributes relating to the Business or the Sale Assets to the extent permitted under applicable law.;

(viii) Advances. All royalty or other advances made by any Seller to any Person in connection with any of the Business Contracts (the "Advances"); and

(ix) Other Assets and Properties. All other Assets and Properties of any Seller used in connection with the Business except as otherwise provided in Section 1.01(b) (the "Other Assets").

To the extent any of the Business Books and Records are items susceptible to duplication and are either (x) used in connection with any of Debtors' or their Affiliates' businesses other than the Business or (y) are required by Law to be retained by any Debtor or such Affiliates, Trustee may deliver photostatic copies or other reproductions from which, in the case of Business Books and Records referred to in clause (x), information solely concerning Debtors' or such Affiliates' businesses other than the Business has been deleted. Trustee shall be entitled to retain one duplicate copy of the Business Books and Records to be used solely for the purpose of the winding up of the Bankruptcy Cases.

(b) Excluded Assets. Notwithstanding anything in this Agreement to the contrary, the following Assets and Properties of Debtors (the "Excluded Assets") shall be excluded from and shall not constitute Assets:

(i) Cash. Cash (including checks received prior to 5:00 p.m. New York, New York time on the Closing Date, whether or not deposited or cleared prior to 5:00 p.m. New York, New York time on the Closing Date), commercial paper, certificates of deposit and other bank deposits, treasury bills and other cash equivalents;

(ii) Insurance. Life insurance policies of officers and other employees of any Debtor and all other insurance policies relating to the operation of the Business;

(iii) Employee Benefit Plans. All assets owned or held by any of

the Debtors' benefit plans or any benefit plans of any Affiliate of any Debtor in which the employees participate;

(iv) Tax Refunds. All refunds, if any, of Taxes due to any Debtor;

(v) Personal Property. The personal property described in Section 1.01(b)(v) of the Disclosure Schedule;

(vi) Litigation Claims; Avoidance Actions. Any rights (including indemnification) and claims and recoveries under litigation of any Debtor against third parties arising out of or relating to events prior to the Closing Date, and Debtors' and Trustee's claims and causes of action under Sections 502(d), 542, 543, 544, 545, 547, 548, 549 and 550 of the Bankruptcy Code, or any other avoidance actions under the Bankruptcy Code;

(vii) Accounts Receivable. All accounts receivable and rights to receive payment from any third parties including, without limitation, any Affiliate of any Debtor;

(viii) Rights Hereunder. Trustee's rights under this Agreement and any ancillary agreement; and

(ix) Excluded Contracts. The Contracts that are not otherwise Sale Assets pursuant to Section 1.01(a) above (the "Excluded Contracts").

(x) BioPad. The Debtors' 25% interest in BioPad Ltd.

1.02 Liabilities.

(a) Assigned Contracts; Assumed Liabilities. Except as expressly provided below, Purchaser is not assuming any Liabilities, Taxes or other obligations of Debtors and all such Liabilities, Taxes and other obligations shall be and remain the responsibility of Debtors' estates. To the extent that the Trustee is assuming and assigning to Purchaser executory contracts and unexpired leases pursuant to the express terms of this Agreement (including Business Contracts and any other Contracts that are otherwise Sale Assets pursuant to Section 1.01(a) above) hereunder (the "Assigned Contracts"), such Assigned Contracts shall be assumed by the Trustee and assigned to Purchaser in accordance with the requirements of Section 365 of the Bankruptcy Code, and Purchaser shall be obligated to cure all defaults, including paying all required cure amounts ("Cure Amounts") as may be required to the extent such defaults are required to be cured and such Cure Amounts are required to be paid as a condition to assumption and assignment of such executory contracts and unexpired leases pursuant to the 363/365 Order and Section 365 of the Bankruptcy Code. Purchaser shall cure such defaults and pay all such Cure Amounts on the Closing Date in addition to payment of the Purchase Price. Purchaser shall provide adequate assurance of future performance of the Assigned Contracts as may be required by the Bankruptcy Court.

(b) Purchaser shall assume and perform after the Closing Date only the following liabilities and obligations (the "Assumed Liabilities"):

(i) Obligations under Business Contracts and Business Licenses. The obligation to perform and satisfy any and all obligations and liabilities under the Business Contracts acquired by Purchaser and Business Licenses (other than the Cure Amounts) from and after the Closing Date (including, without limitation, under any Business Contract or Business License acquired by Purchaser that relates to the Sale Assets described in Section 1.01(a));

(ii) Other Liabilities. All trade payables and royalties arising from the Business Contracts that are accrued but not yet due as of the Closing Date.

1.03 Purchase Price; Adjustment; Indemnity Escrow; Allocation.

(a) Purchase Price. The aggregate purchase price for the Sale Assets is \$800,000 in cash (the "Base Price") plus the aggregate Cure Amounts for the Assigned Contracts (the Base Price, plus the Cure Amounts, the "Purchase Price"). The Purchase Price is payable at the Closing in the manner provided in Section 1.04.

(b) Allocation of Purchase Price. Purchaser shall determine the allocation of the consideration paid by Purchaser for the Sale Assets. Each party hereto agrees (i) that any such allocation shall be consistent with the requirements of Section 1060 of the Code and the regulations thereunder, (ii) to complete jointly and to file separately Form 8594 with its Federal income Tax Return consistent with such allocation for the tax year in which the Closing Date occurs and (iii) that no party will take a position on any income, transfer or gains Tax Return, before any Governmental or Regulatory Authority charged with the collection of any such Tax or in any judicial proceeding, that is in any manner inconsistent with the terms of any such allocation without the consent of the other party.

(c) Allocation of Base Price. The Base Price shall be allocated as follows (i) \$750,000 as proceeds of the collateral of the Series A Noteholders; and (ii) \$50,000 to the Trustee on account of the Trustee Releases.

(d) Upon execution of this Agreement, Purchaser shall deliver a deposit (the "Earnest Money Deposit") in the amount of ten percent (10%) of the Purchase Price, payable by check in U.S. funds to Cozen O'Connor (the "Deposit Escrow Agent"), to be deposited into a separate, interest bearing account, accompanied by Purchaser's federal tax identification number, all in accordance with the Deposit Escrow Agreement. Interest earned on the Earnest Money Deposit shall be credited to and become part of the Earnest Money Deposit. The Earnest Money Deposit shall be held by the Deposit Escrow Agent and disbursed in accordance with the Bid Procedures Order.

1.04 Closing. The Closing will take place at the offices of Landis, Rath & Cobb, or at such other place as Purchaser and Trustee mutually agree, at 10:00 A.M. local time,

on the Closing Date. At the Closing, Purchaser will pay the Purchase Price less the amount of Earnest Money Deposit released to the Trustee by the Deposit Escrow Agent, by wire transfer of immediately available funds to such account or accounts as Trustee may reasonably direct by written notice delivered to Purchaser by Trustee at least two (2) Business Days before the Closing Date. Simultaneously, (a) Trustee will assign and transfer to Purchaser all of the estates' right, title and interest in and to the Sale Assets (free and clear of all Liens (subject to entry of the 363/365 Order)) by delivery of (i) a General Assignment and Bill of Sale in form and substance reasonably satisfactory to Trustee and Purchaser (the "General Assignment"), duly executed by Trustee and (ii) such other good and sufficient instruments of conveyance, assignment and transfer, in form and substance reasonably acceptable to Purchaser's counsel, as shall be effective to vest in Purchaser good title to the Sale Assets (the General Assignment and the other instruments referred to in clause (ii) being collectively referred to herein as the "Assignment Instruments"), and (b) Purchaser will assume from Trustee the due payment, performance and discharge of the Assumed Liabilities by delivery of (i) an Assumption Agreement in form and substance reasonably satisfactory to Trustee and Purchaser (the "Assumption Agreement"), duly executed by Purchaser, and (ii) such other good and sufficient instruments of assumption, in form and substance reasonably acceptable to Trustee's counsel, as shall be effective to cause Purchaser to assume the Assumed Liabilities as and to the extent provided in Section 1.02(a) (the Assumption Agreement and such other instruments referred to in clause (ii) being collectively referred to herein as the "Assumption Instruments"). At the Closing, there shall also be delivered to Trustee and Purchaser the certificates and other documents required to be delivered under Articles V and VI.

1.05 Third-Party Consents. Purchaser acknowledges that the 363/365 Order will authorize the assumption and assignment of the Assigned Contracts without the requirement of any consent by the parties thereto. To the extent any Assigned Contract is not assumable and assignable by Trustee to Purchaser under section 365 of the Bankruptcy Code without the consent of the parties thereto, Trustee and Purchaser shall use their commercially reasonable efforts prior to Closing to obtain all such required consents of third parties which are necessary for the consummation of the transactions contemplated hereby (without conditions materially adverse to Purchaser). All such third-party consents shall be in writing and executed counterparts thereof shall be delivered to Purchaser promptly after Trustee's receipt thereof but in no event later than the Closing Date.

1.06 Further Assurances: Post-Closing Cooperation.

(a) Subject to the terms and conditions of this Agreement, at any time or from time to time after the Closing through the date the Bankruptcy Cases are closed, at Purchaser's request and expense, Trustee shall execute and deliver to Purchaser such other instruments of sale, transfer, conveyance, assignment and confirmation, provide such materials and information and take such other actions as Purchaser may reasonably deem necessary in order more effectively to transfer, convey and assign to Purchaser, and to confirm Purchaser's title to, all of the Sale Assets.

(b) Following the Closing, each party will afford the other party, its

counsel and its accountants, during normal business hours, reasonable access to the books, records and other data relating to the Business in its possession with respect to periods prior to the Closing and the right to make copies and extracts therefrom, to the extent that such access may be reasonably required by the requesting party in connection with (i) the preparation of Tax Returns, (ii) the determination or enforcement of rights and obligations under this Agreement, (iii) compliance with the requirements of any Governmental or Regulatory Authority, (iv) the determination or enforcement of the rights and obligations of any party to this Agreement or any of the Operative Agreements, (v) in connection with any actual or threatened Action or Proceeding or (vi) in connection with the winding up of Debtors' estates and the Bankruptcy Cases. Further, absent a Court Order after notice to the other party, each party agrees for a period extending six (6) years after the Closing Date not to destroy or otherwise dispose of any such books, records and other data unless such party shall first offer in writing to surrender such books, records and other data to the other party and such other party shall not agree in writing to take possession thereof during the ten (10) day period after such offer is made.

(c) If, in order properly to prepare its Tax Returns, other documents or reports required to be filed with Governmental or Regulatory Authorities or its financial statements or to fulfill its obligations hereunder, it is necessary that a party be furnished with additional information, documents or records relating to the Business not referred to in paragraph (b) above, and such information, documents or records are in the possession or control of the other party, such other party shall use its commercially reasonable efforts to furnish or make available such information, documents or records (or copies thereof) at the recipient's request, cost and expense.

(d) Notwithstanding anything to the contrary contained in this Section, if the parties are in an adversarial relationship in litigation or arbitration, the furnishing of information, documents or records in accordance with paragraph (c) of this Section shall be subject to applicable rules relating to discovery.

ARTICLE II RELEASES

2.01 Trustee Releases. Upon Closing under this Agreement, the Trustee, for and on behalf of each of the Debtors and the Debtors' estates, hereby fully releases, discharges, acquits and relinquishes, each of the AFI Parties, and their respective past, present and future officers, directors, shareholders, agents, attorneys, employees, heirs, executors, trustees, administrators, representatives, successors and assigns (together with the AFI Parties, the "AFI Released Parties"), if any, jointly and severally, from any and all claims, actions, demands or causes of action of whatever kind or character, whether arising in tort, in contract, under local, state or federal law, under federal, state or local statute, including without limitation any and all claims arising under Chapter 5 of the Bankruptcy Code, or otherwise, known or unknown, actual or contingent, liquidated or unliquidated, matured or unmatured, joint or several, which any of the Debtors or the Debtors' estates, or the Trustee on behalf of any of the Debtors or the Debtors' estates, had, has, may in the future have, or may claim to have, against any of the AFI Released Parties, for any and all claims, counterclaims, demands, actions, suits, causes of action, proceedings, injuries, harm,

damages, penalties, debts, obligations, bonds, bills, notes, agreements, covenants, contracts, offsets, rights, reckonings, accounting, attorneys fees, costs, losses, expenses and/or liabilities, or other detriment, if any, (including, without limitation, claims for actual, compensatory, consequential, special and/or punitive damages, claims of fraud, duress, mistake, tortious interference, wrongful offset, violation of the Deceptive Trade Practices Act of any state), whatsoever, and whenever incurred, suffered or claimed, as a result of any and all acts, omissions, conduct and/or events of any kind or nature, as a result of any acts, omissions, conduct and/or events in any way arising out of or relating to any of the Debtors or their bankruptcy estates, including, without limitation, (a) any Liability, Taxes or other obligations of the Debtors or their bankruptcy estates other than any Assumed Liabilities, (b) the Business, including, without limitation, any written or oral contract or agreement, of any kind or nature, to which any of the Debtors were or are a party, (c) the Sale Assets, and/or (d) the Collateral, as defined in the Security Agreement; provided, however, that all claims, if any, relating to or arising out of this Agreement are hereby reserved and preserved, and all claims, if any, against current or former officers or directors of the Debtors are hereby full reserved and preserved.

2.02 AFI Party Releases. Upon Closing under this Agreement, the AFI Parties hereby fully release, discharge, acquit and relinquish each of the Debtors and the Debtors' estates, and their respective past and present (as of the Closing Date) officers, directors, shareholders, agents, attorneys, employees, heirs, executors, trustees, administrators, representatives, partners, affiliates, investors, beneficiaries, predecessors, successors and assigns, if any, jointly and severally, from any and all claims, actions, demands or causes of action of whatever kind or character, whether arising in tort, in contract, under local, state or federal law, under federal, state or local statute, or otherwise, known or unknown, actual or contingent, liquidated or unliquidated, matured or unmatured, joint or several, which any of the AFI Parties had, have, may in the future have, or may claim to have, against any of the Debtors or the Debtors' estates, for any and all claims, counterclaims, demands, actions, suits, causes of action, proceedings, injuries, harm, damages, penalties, debts, obligations, bonds, bills, notes, agreements, covenants, contracts, offsets, rights, reckonings, accounting, attorneys fees, costs, losses, expenses and/or liabilities, or other detriment, if any, (including, without limitation, claims for actual, compensatory, consequential, special and/or punitive damages, claims of fraud, duress, mistake, tortious interference, wrongful offset, violation of the Deceptive Trade Practices Act of any state), whatsoever, and whenever incurred, suffered or claimed, as a result of any and all acts, omissions, conduct and/or events of any kind or nature, as a result of any acts, omissions, conduct and/or events in any way arising out of or relating to any of the Debtors or their bankruptcy estates including, without limitation, any claims listed in the Debtors' bankruptcy schedules or in any proofs of claim filed with the Bankruptcy Court, and any claims for stability testing or storage or disposal of inventory; provided, however, that all claims, if any, relating to or arising out of this Agreement are hereby reserved and preserved.

**ARTICLE III
REPRESENTATIONS AND WARRANTIES OF TRUSTEE**

The Trustee hereby represents and warrants, jointly and severally, to Purchaser as follows:

[THIS SALE IS WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND AND IS BEING CONSUMMATED ON AN 'AS-IS, WHERE-IS" BASIS.]

**ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF PURCHASER**

Purchaser hereby represents and warrants to Sellers as follows:

4.01 Corporate Existence. Purchaser is a corporation duly incorporated, validly existing and in good standing under the Laws of the State of Delaware. Purchaser has full corporate power and authority to enter into this Agreement, to perform its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby.

4.02 Authority. The execution and delivery by Purchaser of this Agreement, and the performance by Purchaser of its obligations hereunder and thereunder, have been duly and validly authorized by the Board of Directors of Purchaser, no other corporate action on the part of Purchaser or its stockholders being necessary.

4.03 Ability. Purchaser will have on the Closing Date sufficient cash to pay the Purchase Price and to make all other necessary payments of fees and expenses in connection with the transactions contemplated by this Agreement.

4.04 No Conflicts. The execution and delivery by Purchaser of this Agreement do not, and the performance by Purchaser of its obligations under this Agreement and the consummation of the transactions contemplated hereby will not:

(a) conflict with or result in a violation or breach of any of the terms, conditions or provisions of the articles of incorporation or by-laws of Purchaser; or

(b) conflict with or result in a violation or breach of any term or provision of any Law or Order applicable to Purchaser or any of its assets and properties (other than such conflicts, violations or breaches which could not in the aggregate reasonably be expected to adversely affect the validity or enforceability of this Agreement).

4.05 Governmental Approvals. No consent, approval or action of, filing with or notice to any Governmental or Regulatory Authority on the part of Purchaser is required in connection with the execution, delivery and performance by Purchaser of this Agreement

or the consummation by Purchaser of the transactions contemplated hereby or thereby, except where the failure to obtain any such consent, approval or action, to make any such filing or to give any such notice could not reasonably be expected to adversely affect the ability of Purchaser to consummate the transactions contemplated by this Agreement or to perform its obligations hereunder or thereunder.

4.06 Legal Proceedings. There are no Actions or Proceedings pending or, to the knowledge of Purchaser, threatened against, relating to or affecting Purchaser which could reasonably be expected to result in the issuance of an Order restraining, enjoining or otherwise prohibiting or making illegal the consummation of any of the transactions contemplated by this Agreement.

4.07 Brokers. Except for Persons whose fees, commissions and expenses are the sole responsibility of Purchaser, all negotiations relative to this Agreement and the transactions contemplated hereby have been carried out by Purchaser directly with Trustee without the intervention of any Person on behalf of Purchaser in such manner as to give rise to any valid claim by any Person against Trustee for a finder's fee, brokerage commission or similar payment.

4.08 Shareholders and Members. None of the shareholders or members of any of the AFI Parties received any transfers from the Debtors prior to the Petition Date; nor are any such shareholders or members creditors of any of the Debtors. In the event the representation and warranty contained in this Section 4.08 is inaccurate as to any shareholder or member of any of the AFI Parties, the Trustee shall not be bound by the Trustee Releases set forth in Section 2.01 as to such shareholder or member; provided, however, that only those claims, rights and causes of action related to such transfer shall be excluded from the Trustee Releases¹; provided further, however, that any and all rights and defenses, including any right of setoff, that the affected shareholder(s) or member(s) may have, are reserved and preserved. All other Trustee Releases, including those which relate to other shareholders or members of the AFI Parties, shall remain in full force and effect, as shall each and every provision of this Agreement.

ARTICLE V COVENANTS OF TRUSTEE

Trustee covenants and agrees with Purchaser that, at all times from and after the date hereof until the Closing, and subject, from and after the Petition Date, to the limitations imposed on Trustee by Law as a result of Debtors having filed for petitions for relief under the Bankruptcy Code, Trustee will comply with all covenants and provisions of this Article IV, except to the extent Purchaser may otherwise consent in writing.

¹ By way of example, if a shareholder of an AFI Party is later determined to have received a transfer from a Debtor, then only as to that shareholder and that specific, identified transfer are the Trustee Releases of no force or effect.

5.01 Delivery of Books and Records, etc. On the Closing Date, Trustee will take all commercially reasonable steps to deliver or make available to Purchaser at the locations at which the Business is conducted or such other locations as Purchaser shall reasonably specify all of the Business Books and Records and such other Safe Assets as are in Trustee's possession.

5.02 Fulfillment of Conditions. The Trustee will execute and deliver at the Closing each document that Trustee is required hereby to execute and deliver as a condition to the Closing, will take all commercially reasonable steps necessary or desirable and proceed diligently and in good faith to satisfy each other condition to the obligations of Purchaser contained in this Agreement and will not take or fail to take any action that could reasonably be expected to result in the nonfulfillment of any such condition.

5.03 363/365 Order. The Trustee shall use best efforts to obtain the entry of the 363/365 Order on or before April 11, 2008.

ARTICLE VI COVENANTS OF PURCHASER

Purchaser covenants and agrees with Trustee that, at all times from and after the date hereof until the Closing, Purchaser will comply with all covenants and provisions of this Article V, except to the extent Trustee may otherwise consent in writing.

6.01 Fulfillment of Conditions. Purchaser covenants and agrees with Trustee that Purchaser will execute and deliver at the Closing each document that Purchaser is hereby required to execute and deliver as a condition to the Closing, and that, at all times from and after the date hereof until the Closing, Purchaser will take all commercially reasonable steps necessary or desirable and proceed diligently and in good faith to satisfy each other condition to the obligations of Trustee contained in this Agreement and will not take or fail to take any action that could reasonably be expected to result in the nonfulfillment of any such condition.

6.02 Bankruptcy Matters. Purchaser agrees to cooperate with any reasonable request made by Trustee in connection with their efforts to secure the entry of the 363/365 Order, including, without limitation, making officers and other principals of the Purchaser and its Affiliates available for testimony before the Bankruptcy Court.

ARTICLE VII CONDITIONS TO OBLIGATIONS OF PURCHASER

The obligations of Purchaser hereunder to purchase the Sale Assets and to assume and pay, perform and discharge the Assumed Liabilities are subject to the fulfillment, at or before the Closing, of each of the following conditions (all or any of which may be waived in whole or in part by Purchaser in its sole discretion):

7.01 Performance. The Trustee shall have performed and complied with, in all material respects, the agreements, covenants and obligations required by this Agreement to

be so performed or complied with by the Trustee at or before the Closing.

7.02 Orders and Laws.

(a) There shall not be in effect on the Closing Date any Order or Law restraining, enjoining or otherwise prohibiting or making illegal the consummation of any of the transactions contemplated by this Agreement.

(b) The 363/365 Order shall have been entered by the Bankruptcy Court in a form that is reasonably acceptable to Purchaser and Trustee, and no stay of the effectiveness of the 363/365 Order pending appeal or pending review, rehearing, or certiorari has been issued.

7.03 Regulatory Consents and Approvals. All consents, approvals and actions of, filings with and notices to any Governmental or Regulatory Authority necessary to permit Purchaser and Trustee to perform their obligations under this Agreement and to consummate the transactions contemplated hereby and thereby shall have been duly obtained, made or given and shall be in full force and effect, and all terminations or expirations of waiting periods imposed by any Governmental or Regulatory Authority necessary for the consummation of the transactions contemplated by this Agreement shall have occurred.

7.04 Deliveries. Trustee shall have delivered to Purchaser the General Assignment and the other Assignment Instruments.

7.05 Ancillary Agreements. Prior to Closing, the Settlement and Release Agreement and Royalty Agreement (the "Ancillary Agreements") shall have been duly executed by at least the following entities: (a) Plainfield Direct, Inc, (b) SF Capital Partners Ld., and (c) Castlerigg Master Investments, Ltd.

**ARTICLE VIII
CONDITIONS TO OBLIGATIONS OF TRUSTEE**

The obligations of Trustee hereunder to sell the Sale Assets are subject to the fulfillment, at or before the Closing, of each of the following conditions (all or any of which may be waived in whole or in part by trustee in his sole discretion):

8.01 Representations and Warranties. The representations and warranties made by Purchaser in this Agreement, taken as a whole, shall be true and correct in all material respects on and as of the Closing Date as though made on and as of the Closing Date.

8.02 Performance. Purchaser shall have performed and complied with, in all material respects, the agreements, covenants and obligations required by this Agreement to be so performed or complied with by Purchaser at or before the Closing.

8.03 Officers' Certificates. Purchaser shall have delivered to Sellers a certificate, dated the Closing Date and executed in the name and on behalf of Purchaser by the

President or any Executive Vice President of Purchaser, certifying certain matters, including but not limited to that each of the conditions set forth in Sections 8.01 and 8.02 above have been satisfied, in form and substance reasonably satisfactory to Trustee, and a certificate, dated the Closing Date and executed by the Secretary or any Assistant Secretary of Purchaser, certifying certain matters, including but not limited to the incumbency of the officers of Purchaser executing this Agreement, to the resolutions necessary to effectuate the transactions contemplated by this Agreement and the Operative Agreements and to correct and complete copies of the organizational documents of Purchaser, in form and substance reasonably satisfactory to Trustee.

8.04 Orders and Laws.

(a) There shall not be in effect on the Closing Date any Order or Law restraining, enjoining or otherwise prohibiting or making illegal the consummation of any of the transactions contemplated by this Agreement.

(b) The 363/365 Order shall have been entered by the Bankruptcy Court substantially in a form reasonably acceptable to Purchaser and Trustee, and no stay of the effectiveness of the 363/365 Order pending appeal or pending review, rehearing, or certiorari has been issued.

8.05 Regulatory Consents and Approvals. All consents, approvals and actions of, filings with and notices to any Governmental or Regulatory Authority necessary to permit Trustee and Purchaser to perform their obligations under this Agreement and to consummate the transactions contemplated hereby and thereby shall have been duly obtained, made or given and shall be in full force and effect, and all terminations or expirations of waiting periods imposed by any Governmental or Regulatory Authority necessary for the consummation of the transactions contemplated by this Agreement shall have occurred.

8.06 Deliveries. Purchaser shall have delivered to Trustee (i) the Assumption Agreement and the other Assumption Instruments and (ii) evidence of the wire transfer(s) referred to in Section 1.03.

**ARTICLE IX
TAX MATTERS AND POST-CLOSING TAXES**

9.01 Transfer Taxes. All transfer, documentary, sales, use, stamp, registration and other such Taxes, and all conveyance fees, recording charges and other fees and charges (including any penalties and interest) incurred in connection with consummation of the transactions contemplated by this Agreement shall be borne by Purchaser. Any Tax Returns that must be filed in connection with the Taxes in the previous sentence shall be prepared and filed when due by the party primarily or customarily responsible under the applicable local law for filing such Tax Returns, and such party will use its reasonable efforts to provide such Tax Returns to the other party at least ten (10) days prior to the date that such Tax Returns are due to be filed (taking into account any valid extensions).

9.02 Cooperation. After the Closing Date, the parties shall cooperate fully with each other and shall make available to each other, as reasonably requested, all information, records or documents relating to Liabilities for Taxes or potential Liabilities for Taxes attributable to Sellers or Purchaser with respect to the Business or the Sale Assets and shall preserve all such information, records and documents at least until the expiration of any applicable statute of limitations or extensions thereof. The parties shall timely sign and deliver such certificates or forms as may be necessary or appropriate to establish an exemption from (or otherwise reduce), or file Tax Returns or other reports with respect to, the Taxes addressed in Section 9.01. The parties shall also make available to each other as reasonably requested, and at the reasonable cost of the requesting party (for out-of-pocket costs and expenses only), personnel responsible for preparing or maintaining information, records and documents in connection with Tax matters, including the parties' accountants. In addition, Purchaser agrees to provide the same such cooperation and access set forth in this Section 9.02 to any Person to whom Sellers currently owe such obligations in connection with Sellers' prior purchase of any of the Sale Assets. Notwithstanding the foregoing, the Trustee's obligations as set forth in this paragraph shall cease upon the entry of a final order by the Bankruptcy Court issuing a final decree in these Bankruptcy Cases.

9.03 Tax Returns. Sellers shall be responsible for preparing and filing all Tax Returns relating to the Business and the Sale Assets for all taxable periods ending on or before the Closing Date and shall be responsible for paying all Taxes due for such periods. Purchaser shall be responsible for preparing and filing all other Tax Returns relating to the Business and the Sale Assets.

ARTICLE X TERMINATION

10.01 Termination. This Agreement may be terminated, and the transactions contemplated hereby may be abandoned:

(a) at any time before the Closing, by mutual written agreement of Trustee and Purchaser;

(b) at any time before the Closing, by Trustee or Purchaser, in the event that any Order or Law becomes effective restraining, enjoining, or otherwise prohibiting or making illegal the consummation of any of the transactions contemplated by this Agreement, upon notification of the non-terminating party by the terminating party;

(c) at any time after April 28, 2008 (as may be extended by written agreement of the parties, the "Outside Date") by Trustee or Purchaser upon notification by the terminating party if the Closing shall not have occurred on or before such date and such failure to consummate is not caused by a material breach of this Agreement by the terminating party; or

(d) by Purchaser at any time after it is no longer required to keep the highest bid made by it at the Auction open in accordance with the Bid Procedures Order.

10.02 Effect of Termination. If this Agreement is validly terminated pursuant to Section 9.01, this Agreement will forthwith become null and void, and there will be no liability or obligation on the part of Trustee or Purchaser (or any of their respective officers, directors, employees, agents or other representatives or Affiliates), except that the provisions with respect to payment of the Earnest Money Deposit in accordance with Section 1.03(c), expenses in accordance with Section 12.04, and confidentiality under the Non-Disclosure Agreement will continue to apply following any such termination.

ARTICLE XI DEFINITIONS

11.01 Definitions.

(a) Defined Terms. As used in this Agreement, the following defined terms have the meanings indicated below:

“363/365 Order” has the meaning ascribed to it in the recitals of this Agreement.

“Accounts Receivable” has the meaning ascribed to it in Section 1.01(b)(vii).

“Actions or Proceedings” means any action, suit, proceeding, arbitration or Governmental or Regulatory Authority investigation.

“Affiliate” means any Person that directly, or indirectly through one or more intermediaries, controls or is controlled by or is under common control with the Person specified. For purposes of this definition, control of a Person means the power, direct or indirect, to direct or cause the direction of the management and policies of such Person whether by Contract or otherwise and, in any event and without limitation of the previous sentence, any Person owning ten percent (10%) or more of the voting securities of another Person shall be deemed to control that Person.

“AFI Parties” means AFI Partners Management, LLC, Norwich Pharmaceuticals, Inc., NPAV Holdings, Inc. and PAV Nova, Inc.

“Agreement” means this Asset Purchase Agreement and the Exhibits, the Disclosure Schedule and the Schedules hereto and the certificates, as the same shall be amended from time to time.

“API” has the meaning ascribed to it in the recitals of this Agreement.

“Assigned Contracts” has the meaning ascribed to it in Section 1.02(a).

“Assignment Instruments” has the meaning ascribed to it in Section 1.05.

“Assumed Liabilities” has the meaning ascribed to it in Section 1.02(b).

“Assumption Agreement” has the meaning ascribed to it in Section 1.05.

"Assumption Instruments" has the meaning ascribed to it in Section 1.05.

"Bankruptcy Cases" has the meaning ascribed to it in the recitals of this Agreement.

"Bankruptcy Code" has the meaning ascribed to it in the recitals of this Agreement.

"Bankruptcy Court" has the meaning ascribed to it in the recitals of this Agreement.

"Base Price" has the meaning ascribed to it in Section 1.03(a).

"Bidding Procedures Order" the Order signed by the Bankruptcy Court on February 19, 2008 and entered on the docket on February 20, 2008.

"Books and Records" of any Person means all files, documents, instruments, papers, books and records relating to the business, operations, condition of (financial or other), results of operations and Assets and Properties of such Person, including without limitation financial statements, Tax Returns and related work papers and letters from accountants, budgets, pricing guidelines, ledgers, journals, deeds, title policies, minute books, stock certificates and books, stock transfer ledgers, Contracts, Licenses, customer lists, computer files and programs, retrieval programs, operating data and plans and environmental studies and plans.

"Business" has the meaning ascribed to it in the recitals of this Agreement.

"Business Books and Records" has the meaning ascribed to it in Section 1.01(a)(vii).

"Business Contracts" has the meaning ascribed to it in Section 1.01(a)(iii).

"Business Day" means a day other than Saturday, Sunday or any day on which banks located in the State of New York are authorized or obligated to close.

"Closing" means the closing of the transactions contemplated by Section 1.04.

"Closing Date" means (a) the second Business Day after the 363/365 Order becomes a final order, or (b) such other date as Purchaser and Trustee mutually agree upon in writing.

"Code" means the Internal Revenue Code of 1986, as amended, and the rules and regulations promulgated thereunder.

"Contract" means any written agreement, lease (including any lease of Tangible Personal Property or real property), license, evidence of Indebtedness, mortgage, indenture, security agreement or other contract.

“Cure Amounts” has the meaning ascribed to it in Section 1.02(a). “Deposit Escrow Agent” has the meaning ascribed to it in Section 1.03(c).

“Deposit Escrow Agreement” means that certain Deposit Escrow Agreement to be entered into on or prior to the Closing Date among Purchaser and Sellers in form and substance reasonably satisfactory to such parties.

“Earnest Money Deposit” has the meaning ascribed to it in Section 1.03(c).

“Excluded Assets” has the meaning ascribed to it in Section 1.01(b).

“Excluded Contracts” has the meaning ascribed to it in Section 1.01(b)(iv).

“GAAP” means United States generally accepted accounting principles, consistently applied throughout the specified period and in the immediately prior comparable period.

“General Assignment” has the meaning ascribed to it in Section 1.05.

“Governmental or Regulatory Authority” means any court, tribunal, arbitrator, authority, agency, commission, official or other instrumentality of the United States or any state, county, city or other political subdivision thereof.

“Indebtedness” of any Person means all obligations of such Person (i) for borrowed money, (ii) evidenced by notes, bonds, debentures or similar instruments, (iii) for the deferred purchase price of goods or services (other than trade payables or accruals incurred in the ordinary course of business), (iv) under capital leases and (v) in the nature of guarantees of the obligations described in clauses (i) through (iv) above of any other Person.

“Intangible Personal Property” has the meaning ascribed to it in Section 1.01(a)(iii).

“Intellectual Property” means all patents and patent rights, trademarks and trademark rights, trade names and trade name rights, service marks and service mark rights, service names and service name rights, brand names, domain names, inventions, copyrights and copyright rights, and all pending applications for and registrations of patents, trademarks, service marks and copyrights.

“Inventory” has the meaning ascribed to such term in Section 1.01(a)(vi).

“Knowledge of Trustee” means the knowledge, after due inquiry, of the Trustee.

“Laws” means all laws, statutes, rules, regulations, ordinances and other pronouncements having the effect of law of the United States or any domestic, state, county, city or other political subdivision or of any Governmental or Regulatory Authority.

"Liabilities" means all indebtedness, obligations and other liabilities of a Person (whether absolute, accrued, contingent, fixed or otherwise, or whether due or to become due).

"Licenses" means all licenses, permits, certificates of authority, authorizations, approvals, registrations, franchises and similar consents granted or issued by any Governmental or Regulatory Authority.

"Liens" means any mortgage, pledge, assessment, security interest, lease, lien, adverse claim, levy, charge or other encumbrance of any kind, or any conditional sale Contract, title retention Contract or other Contract to give any of the foregoing.

"Loss" or "Losses" means any and all damages, fines, penalties, deficiencies, losses, costs and expenses (including without limitation interest, court costs, reasonable fees and expenses of attorneys, accountants and other experts or other reasonable expenses of litigation or other proceedings or of any claim, default or assessment).

"NASDAQ" means the National Association of Securities Dealers Automated Quotation System.

"Non-Disclosure Agreement" means that certain confidentially agreement signed by Trustee and Purchaser.

"Order" means any writ, judgment, decree, injunction or similar order of any Governmental or Regulatory Authority (in each such case whether preliminary or final).

"Ordinary Course of Business" means, when used with respect to Sellers, the ordinary conduct of business of Sellers consistent with past practice, taking into account, where applicable, the Chapter 11 Case.

"Person" means any natural person, corporation, limited liability company, general partnership, limited partnership, proprietorship, other business organization, trust, union, association or Governmental or Regulatory Authority.

"Petition Date" has the meaning ascribed to it in the recitals of this Agreement.

"Purchase Price" has the meaning ascribed to it in Section 1.03(a).

"Purchaser" has the meaning ascribed to it in the recitals of this Agreement.

"Royalty Agreement" means that certain Royalty Agreement dated April __, 2008, by and between AFI Partners Management, LLC, Norwich Pharmaceuticals, Inc., PAV Nova, Inc., Plainfield Direct, Inc., SF Capital Partners Ld. and Castlerigg Master Investments, Ltd., and other such Series A Noteholders as may execute the Royalty Agreement. The Royalty Agreement is attached hereto as Exhibit 1 to the Settlement and Release Agreement and is incorporated herein in its entirety.

“Sale Assets” has the meaning ascribed to it in Section 1.01(a).

“Security Agreement” means that certain Security Agreement dated September 19, 2007, by and among Debtors (as defined therein) and the Secured Parties (as defined therein) relating to the Series A Notes.

“Series A Notes” means those certain 6.5% Senior Convertible Promissory Notes due January 12, 2012, in the original aggregate principal amount of \$15,000,000 issued by SHGI.

“Series A Noteholders” means all holders of Series A Notes.

“Settlement and Release Agreement” means that certain Settlement and Release Agreement dated April __, 2008, by and between AFI Partners Management, LLC, Norwich Pharmaceuticals, Inc., PAV Nova, Inc. Plainfield Direct, Inc., SF Capital Partners Ld. and Castlerigg Master Investments, Ltd., and such holders of the Series A Notes as may execute the Settlement and Release Agreement. The Settlement and Release Agreement is attached hereto as Exhibit A to this Agreement and is incorporated herein in its entirety.

“SHGI” has the meaning ascribed to it in the recitals of this Agreement.

“SHI” has the meaning ascribed to it in the recitals of this Agreement.

“SPIII” has the meaning ascribed to it in the recitals of this Agreement.

“Tangible Personal Property” has the meaning ascribed to it in Section 1.01(a)(i).

“Tax Return” means 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, including, where permitted or required, combined or consolidated returns for any group of entities that includes any Seller.

“Taxes” means any federal, state, local, or foreign income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental (including taxes under Code §59A), customs duties, capital stock, franchise, profits, withholding, social security (or similar), unemployment, disability, real property, personal property, sales, use, transfer, registration, alternative or add-on minimum, estimated, or other tax of any kind whatsoever, including any interest, penalty, or addition thereto, whether disputed or not and any expenses incurred in connection with the determination, settlement or litigation of any Liability for Taxes.

“Trustee” has the meaning ascribed to it in the recitals of this Agreement.

“Trustee Releases” has the meaning ascribed to it in Article II of this Agreement.

“TWC” has the meaning ascribed to it in the recitals of this Agreement.

"TW Canada" means Today's Womencare (Canada) Inc., a Canadian company.

"TW UK" means Today's Womencare (UK) Ltd., a United Kingdom company.

(b) Construction of Certain Terms and Phrases. Unless the context of this Agreement otherwise requires, (i) words of any gender include each other gender; (ii) words using the singular or plural number also include the plural or singular number, respectively; (iii) the terms "hereof," "herein," "hereby" and derivative or similar words refer to this entire Agreement; (iv) the terms "Article" or "Section" refer to the specified Article or Section of this Agreement; and (v) the phrase "ordinary course of business" refers to the business of Trustee in connection with the Business. Whenever this Agreement refers to a number of days, such number shall refer to calendar days unless Business Days are specified. All accounting terms used herein and not expressly defined herein shall have the meanings given to them under GAAP. Any representation or warranty contained herein as to the enforceability of a Contract shall be subject to the effect of any bankruptcy, insolvency, reorganization, moratorium or other similar law affecting the enforcement of creditors' rights generally and to general equitable principles (regardless of whether such enforceability is considered in a proceeding in equity or at Law).

ARTICLE XII MISCELLANEOUS

12.01 Notices. All notices, requests and other communications hereunder must be in writing and will be deemed to have been duly given only if delivered personally or by facsimile transmission, mailed (return receipt requested, first class postage prepaid) or overnight courier to the parties at the following addresses or facsimile numbers:

If to Purchaser, to:

PAV Nova Inc.
c/o AFI Partners LLC
1500 Broadway, 14th Floor
New York, NY 10036
Attention: Tarek Farouki
Fax: 646-607-1905

with a copy (which shall not constitute notice) to:

Landis Rath & Cobb LLP
919 Market Street, Suite 600
P.O. Box 2087
Wilmington, DE 19899
Attention: Richard S. Cobb
Fax: 302-467-4450

If to Trustee, to:

Jeffrey L. Burtch, Esquire
Chapter 7 Trustee
Cooch and Taylor
824 North Market Street, Suite 1000
P.O. Box 1680
Wilmington, DE 19899-1680
Fax: (302) 984-3939

with a copy (which shall not constitute notice) to:

Cozen O'Connor
Suite 1400
1201 North Market Street
Wilmington, DE 19899-1147
Attention: Mark E. Felger, Esquire
Fax: (302) 295-2013

All such notices, requests and other communications will (i) if delivered personally to the address as provided in this Section, be deemed given upon delivery, (ii) if delivered by facsimile transmission to the facsimile number as provided in this Section, be deemed given upon receipt, and (iii) if delivered by mail or overnight courier in the manner described above to the address as provided in this Section 10.01, be deemed given upon receipt (in each case regardless of whether such notice, request or other communication is received by any other Person to whom a copy of such notice, request or other communication is to be delivered pursuant to this Section 10.01). Any party from time to time may change its address, facsimile number or other information for the purpose of notices to that party by giving notice specifying such change to the other party hereto.

12.02 Bulk Sales Act. The parties hereby waive compliance with the bulk sales act or comparable statutory provisions of each applicable jurisdiction.

12.03 Entire Agreement. This Agreement and the Non-Disclosure Agreement supersedes all prior discussions and agreements between the parties with respect to the subject matter hereof and thereof and contain the sole and entire agreement between the parties hereto with respect to the subject matter hereof and thereof.

12.04 Expenses. Except as otherwise expressly provided in this Agreement, whether or not the transactions contemplated hereby are consummated, each party will pay its own costs and expenses incurred in connection with the negotiation, execution and closing of this Agreement and the transactions contemplated hereby and thereby.

12.05 Waiver. Any term or condition of this Agreement may be waived at any time by the party that is entitled to the benefit thereof, but no such waiver shall be effective unless set forth in a written instrument duly executed by or on behalf of the party waiving

such term or condition. No waiver by any party of any term or condition of this Agreement, in any one or more instances, shall be deemed to be or construed as a waiver of the same or any other term or condition of this Agreement on any future occasion. All remedies, either under this Agreement or by Law or otherwise afforded, will be cumulative and not alternative.

12.06 Amendment. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by or on behalf of each party hereto.

12.07 No Third Party Beneficiary. The terms and provisions of this Agreement are intended solely for the benefit of each party hereto and their respective successors or permitted assigns, and it is not the intention of the parties to confer third-party beneficiary rights upon any other Person.

12.08 No Assignment; Binding Effect. Neither this Agreement nor any right, interest or obligation hereunder may be assigned by any party hereto without the prior written consent of the other party hereto and any attempt to do so will be void, except (a) for assignments and transfers by operation of Law and (b) that Purchaser may assign any or all of its rights, interests and obligations hereunder to an Affiliate, provided that any such Affiliate agrees in writing to be bound by all of the terms, conditions and provisions contained herein, but no such assignment referred to in clause (b) shall relieve Purchaser of its obligations hereunder. Subject to the preceding sentence, this Agreement is binding upon, inures to the benefit of and is enforceable by the parties hereto and their respective successors and assigns.

12.09 Headings. The headings used in this Agreement have been inserted for convenience of reference only and do not define or limit the provisions hereof.

12.10 Invalid Provisions. If any provision of this Agreement is held to be illegal, invalid or unenforceable under any present or future Law, and if the rights or obligations of any party hereto under this Agreement will not be materially and adversely affected thereby, (a) such provision will be fully severable, (b) this Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof and (c) the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom.

12.11 Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

12.12 Governing Law. This Agreement shall be governed by and construed in accordance with the applicable provisions of the Bankruptcy Code and the Laws of the State of Delaware applicable to a contract executed and performed in such State, without giving effect to the conflicts of laws principles thereof.

12.13 Submission to Jurisdiction: Waiver of Jury Trial.

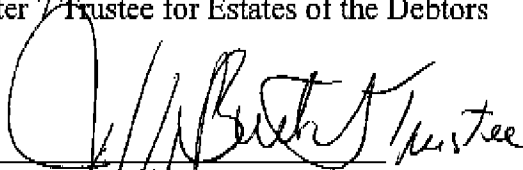
(a) The parties hereto agree that the United States Bankruptcy Courts for the District of Delaware (or to the extent the reference is withdrawn, the United States District Court for the District of Delaware) shall have exclusive jurisdiction over any dispute or controversy arising out of or relating to this Agreement or, if the Bankruptcy Court refuses to exercise jurisdiction over such controversy, the courts of the State of Delaware, New Castle County shall have exclusive jurisdiction. Each of the parties irrevocably submits to the jurisdiction of each such court, waives any objection to venue and defense of inconvenient forum to the maintenance of any action or proceeding so brought, agrees that all claims in respect of the Action or Proceeding shall be heard and determined only in any such court and agrees not to bring any Action or Proceeding arising out of or relating to this Agreement or any transaction contemplated hereby (other than enforcement of judgments obtained therein) in any other court and waives any bond, surety, or other security that might be required of any other party with respect thereto.

(b) THE PARTIES HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OF THE CONTEMPLATED TRANSACTIONS, WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE. THE PARTIES AGREE THAT ANY OF THEM MAY FILE A COPY OF THIS PARAGRAPH WITH ANY COURT AS WRITTEN EVIDENCE OF THE KNOWING, VOLUNTARY AND BARGAINED-FOR AGREEMENT AMONG THE PARTIES IRREVOCABLY TO WAIVE TRIAL BY JURY AND THAT ANY PROCEEDING WHATSOEVER BETWEEN THEM RELATING TO THIS AGREEMENT OR ANY OF THE CONTEMPLATED TRANSACTIONS SHALL INSTEAD BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE SITTING WITHOUT A JURY.


[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the duly authorized officer of each party as of the date first above written,

JEFFREY L. BURTCHE
Chapter 7 Trustee for Estates of the Debtors

By: 
Name: Jeffrey L. Burtch
Title: Chapter 7 Trustee

PURCHASER

By: 
Name: C. J. ANTONIO III
Title: MANAGING PARTNER AFI PARTNERS
VICE PRESIDENT PAU NOVA

Signature Page to Asset Purchase Agreement

EXHIBIT A

to

ASSET PURCHASE AGREEMENT

dated as of April 11, 2008

by and among

JEFFREY L. BURTCH, THE CHAPTER 7 TRUSTEE

FOR THE ESTATES OF

SYNOVA HEALTHCARE GROUP, INC.,

SYNOVA HEALTHCARE, INC.,

SYNOVA PRE-NATAL HEALTHCARE, INC.,

ALLENDALE PHARMACEUTICALS, INC., and

TODAY'S WOMENCARE COMPANY,

as Seller,

and

PAV Nova Inc.,
as Purchaser

TRADEMARK

REEL: 004310 FRAME: 0336

SETTLEMENT AND RELEASE AGREEMENT

This **SETTLEMENT AND RELEASE AGREEMENT** ("Settlement Agreement") is entered into this 11th day of April 2008, by and among AFI Partners Management, LLC ("AFI"), Norwich Pharmaceuticals, Inc. ("Norwich"), NPAV Holdings, Inc. ("NPAV"), PAV Nova, Inc. ("PAV") (AFI, Norwich, NPAV and PAV are collectively referred to as the "AFI Parties"), and Plainfield Direct, Inc. ("Plainfield"), in its individual capacity as a holder of the Series A Notes (as defined below) and, solely as to the last sentence of Paragraph 4 hereof, as agent ("Agent") under the Security Agreement for the holders of the Series A Notes (as defined below), SF Capital Partners Ld. ("SF"), Castlerigg Master Investments, Ltd. ("Castlerigg"), and certain other holders of the Series A Notes. The parties referenced above and in the capacities so stated are hereinafter collectively referred to as the "Parties", and each of them is hereinafter individually referred to as a "Party".

WHEREAS, on or about January 12, 2007, the Debtors¹ borrowed the principal sum of \$15,000,000 from a group of lenders, including Plainfield, SF and Castlerigg, as evidenced by certain Senior Convertible Promissory Notes ("Series A Notes", and all holders of such notes are collectively referred to as "Series A Noteholders"; each individual holder is referred to as a "Series A Notcholder"), and the obligations under the Series A Notes were and are secured by that certain security agreement dated September 19, 2007 ("Security Agreement");

WHEREAS, on December 18, 2007 ("Petition Date"), the Debtors filed voluntary petitions (the "Bankruptcy Cases") for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101 - 1330 (as amended, the "Bankruptcy Code") in the United States Bankruptcy Court in and for the District of Delaware ("Bankruptcy Court");

WHEREAS, on December 28, 2007, the Court entered an Order converting the Bankruptcy Cases to proceedings under Chapter 7 of the Bankruptcy Code;

WHEREAS, on February 13, 2008, the trustee appointed in the Bankruptcy Cases ("Trustee") filed the *Motion of Jeffrey L. Burtch, Chapter 7 Trustee, to: (I) Establish Procedures to Govern the Sale of the Debtors' Assets Through Public Auction; (II) Approve the Assumption and Assignment of Unexpired Leases and Executory Contracts Designated by the Buyer(s); and (III) Approve the Sale of the Debtors' Assets Free and Clear of Liens, Claims and Encumbrances* ("Bid Procedures Motion") [Docket No. 100]. On February 20, 2008, the Court entered an Order approving the Bid Procedures Motion;

WHEREAS, on March 27, 2008, the Trustee conducted an auction ("Initial Auction") at which PAV and Plainfield, as Agent, were the only Qualified Bidders (as that term is used in the Bid Procedures Motion). The Initial Auction was subsequently continued to April 11, 2008 ("Final Auction") at which time PAV was declared by the Trustee to have submitted the highest and best offer for the Debtors' assets under the Bid Procedures Motion, as reflected in that certain Asset Purchase Agreement, dated April 11, 2008, by and between, Jeffrey L. Burtch, the Chapter 7 Trustee for the estates of Synova Healthcare, Inc.; Synova Pre-Natal Healthcare, Inc.;

¹ The Debtors are: Synova Healthcare, Inc.; Synova Pre-Natal Healthcare, Inc.; Allendale Pharmaceuticals, Inc.; Today's Women's Care Company, and Synova Healthcare Group, Inc.

Allendale Pharmaceuticals, Inc.; Today's Womenscare Company, and Synova Healthcare Group, Inc., as Seller, and PAV Nova, Inc., as Purchaser ("APA");

WHEREAS, prior to the Final Auction, the Trustee, Plainfield, for itself and as Agent, SF and the AFI Parties engaged in extensive negotiations regarding (i) the sale of most of the Debtors' assets to PAV as set forth in the APA, (ii) the interests contemplated by this Settlement Agreement in favor of certain Series A Noteholders in certain assets to be acquired under the APA by PAV, and (iii) the resolution of any and all claims that could be asserted by Trustee or Series A Noteholders against any of the AFI Parties;

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Effective Date. This Settlement Agreement shall become effective (the "Effective Date") as of the date that all of the AFI Parties, Plainfield, SF and Castlerigg have executed this Settlement Agreement.

2. Definitions.

- a. Unless otherwise defined herein or defined by express reference to another Document, capitalized terms used herein shall have the meaning ascribed to such terms in the APA.
- b. "Product" means the contraceptive sponge product of the Debtors known as the "Today Sponge," derivatives, modifications and improvements thereto and new versions thereof, in each case that are not materially different than the contraceptive sponge product offered for sale by the Debtors prior to the Closing Date; provided, however, that the term "Product" excludes (a) Existing Product Inventory (as defined below) and (b) any other products, including, without limitation and for the avoidance of doubt, any derivatives of, modifications to, improvements to and/or new versions of the contraceptive sponge product that may be developed at any time subsequent to the Closing Date and that are materially different from the contraceptive sponge product of the Debtors known as the "Today Sponge".
- c. "Existing Product Inventory" means all pouched sponges of contraceptive sponge product of the Debtors known as the "Today Sponge" existing as of the Closing Date, whether or not then packaged for retail sale, including but not limited to the pouched sponges located at Norwich as of the Closing Date, the amount (in number) of which shall be identified by PAV and communicated to Plainfield, SF and Castlerigg prior to the Closing Date, and which amount (in number) shall not exceed 1,800,000 pouched sponges.

- d. "Pro Rata" means, as to the Participating Holders, that fraction, the denominator of which shall be the aggregate original face amount of Series A Notes held by all Participating Holders as of the Closing Date and the numerator of which shall be the original face value of the applicable Participating Holder's Series A Note.

3. Back End Participation.

- a. Commencing on the Effective Date and for a period of sixty (60) days thereafter, the AFI Parties shall offer to each Series A Noteholder the right to execute this Settlement Agreement and the Royalty Agreement attached hereto as Exhibit 1 in exchange for participation in the Back End Participation. Such offer shall be delivered to each Series A Noteholder using the contact information set forth on Annex A to the Royalty Agreement. The Series A Noteholders who execute this Settlement Agreement are referred to as the "Participating Holders".
- b. "Back End Participation" for Participating Holders shall consist of the following components:
- (i) a Pro Rata share of a royalty on the Product to be calculated and paid as set forth in the Royalty Agreement attached hereto as Exhibit 1; and
 - (ii) a Pro Rata share of ten percent (10%) of the cash proceeds ("Net Proceeds"), net of A/D Costs (as defined below), realized by PAV upon any merger, sale, liquidation or any other complete disposition for cash to a third party (a "Business Disposition") of all or substantially all of the assets acquired under the APA by PAV in a single transaction or series of transactions (provided that the series of transactions occur within one (1) year) which is consummated within seven (7) years of the Closing Date ("Business Disposition Payment"); provided, however, that in the event PAV receives consideration other than cash in such disposition, the assignee shall take the assets subject to the Royalty Agreement. A/D Costs are the following, to the extent not recovered or recouped from sales of the Product or related technology by the AFI Parties prior to the consummation of a Business Disposition: (1) all costs (including Taxes) and expenses (including related legal, accounting and any investment banking or broker fees and expenses) (A) incurred in the Bankruptcy Cases by the AFI Parties, (B) related to any launch of the Product by the AFI Parties, and (C) incurred in any Business Disposition by the AFI Parties, including the Purchase Price; and (2) all cash expenditures, capital expenses and investments, and all other expenses and investments by PAV relating to the Product.

Furthermore, proceeds from the sale of any Existing Product Inventory, unless the Existing Product Inventory is sold as part of a Business Disposition, are excluded from any calculation of the Business Disposition Payment.

- (iii) The rights and interests provided in the Back End Participation to Participating Holders are assignable or transferable in all respects by Participating Holders, provided that any assignee must execute reasonable transfer documentation, including a joinder to this Settlement Agreement and the Royalty Agreement in a form reasonably acceptable to PAV.
- (iv) None of the AFI Parties shall have any obligation or duty to operate the assets, including the Product, acquired under the APA by PAV as a going concern.

4. Release of the AFI Parties. Each Participating Holder hereby knowingly, voluntarily and after consultation with legal counsel of their choice, for and on behalf of themselves and their respective agents, directors, officers, employees, executors, trustees, administrators, representatives, partners, affiliates, shareholders, investors, beneficiaries, predecessors, successors and/or assigns, if any, hereby fully releases, discharges, acquits and relinquishes each of the AFI Parties, and their respective past, present and future officers, directors, shareholders, agents, attorneys, employees, heirs, executors, trustees, administrators, representatives, partners, affiliates, investors, beneficiaries, predecessors, successors and/or assigns (together with the AFI Parties, the "AFI Released Parties"), if any, jointly and severally, from any and all claims, actions, demands and causes of action of whatever kind or character, whether arising in tort, in contract, under local, state or federal law, under federal, state or local statute or otherwise, known or unknown, actual or contingent, liquidated or unliquidated, matured or unmatured, joint or several, which each Participating Holder had, has, may in the future have, or may claim to have, against any of the AFI Released Parties, for any and all claims, counterclaims, demands, actions, suits, causes of action, proceedings, injuries, harm, damages, penalties, debts, obligations, bonds, bills, notes, agreements, covenants, contracts, offsets, rights, reckonings, accounting, attorneys fees, costs, losses, expenses and/or liabilities, or other detriment, if any, (including, without limitation, claims for actual, compensatory, consequential, special and/or punitive damages, claims of fraud, duress, mistake, tortious interference, wrongful offset, violation of the Deceptive Trade Practices Act of any state), whatsoever, and whenever incurred, suffered or claimed, as a result of any acts, omissions, conduct and/or events in any way arising out of or relating to any of the Debtors or their bankruptcy estates, including, without limitation, (a) any Liability, Taxes or other obligations of the Debtors or their bankruptcy estates other than any Assumed Liabilities, (b) the Business, including, without limitation, any written or oral contract or agreement, of any kind or nature, to which any of the Debtors were or are a party, (c) the Sale Assets, and/or (d) the Collateral, as defined in the Security Agreement; provided, however, that (x) all claims, if any, relating to or arising out of the APA, this Settlement Agreement or the Royalty Agreement are hereby reserved and preserved and (y) all claims, if any, against current or former officers or directors are hereby fully reserved and preserved. Each Participating Holder agrees to not instruct Plainfield, as

Agent, to take any action inconsistent with or in derogation of this Settlement Agreement or the Royalty Agreement, including the releases granted herein. Plainfield, as Agent, agrees to not take any action inconsistent with or in derogation of this Settlement Agreement or Royalty Agreement, including the releases granted herein.

5. Representations Regarding Releases. Each Party represents and warrants that it has not assigned, pledged, or otherwise in any manner whatsoever sold or transferred, either by instrument or otherwise, any right, title, interest, demand, cause of action, or claim that is the subject of the release set forth in Paragraph 3 hereto. Each Party further acknowledges, represents, warrants, confirms and agrees as follows:

a. The execution of this Settlement Agreement is not based upon any representation, understanding or agreement not expressly set forth herein. Neither the Party, nor its counsel, has made any representations to any Party not expressly set forth herein;

b. The Party hereby executes this Settlement Agreement as a free and voluntary act, without any duress, coercion or undue influence exerted by or on behalf of any other Party;

c. Acceptance of this Settlement Agreement or any act related hereto is in no way an admission of any fault or liability by any Party hereto;

d. The Party has full and complete authorization and power to execute this Settlement Agreement in the capacity herein stated and this Settlement Agreement is a valid, binding and enforceable obligation and does not violate any law, rule, regulation, contract or agreement otherwise enforceable by or against such Party.

6. Survival. In the event any provision of this Settlement Agreement is held by a court of competent jurisdiction, including, without limitation, a United States Bankruptcy Court, to be invalid, unenforceable or illegal, except if such holding results in a failure of consideration to the Parties, such determination shall not impair or invalidate the remainder of this Settlement Agreement and the effect thereof shall be confined to the provision held to be invalid or illegal.

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

8. Governing Law. This Settlement Agreement shall be governed by and construed in accordance with the laws of the State of Delaware and the laws of the United States of America applicable to transactions within the State of Delaware.

9. Binding Agreement. This Settlement Agreement is binding upon the undersigned Parties, their heirs, executors, administrators, assigns, successors in interest, predecessors in interest, and anyone claiming by, through or under any one of the undersigned Parties.

10. Severability. It is expressly agreed by all Parties that each, every and all terms and provisions of this Settlement Agreement are contractual in nature and not merely recitals.

11. Acknowledgements. The parties hereto agree that this Settlement Agreement pertains only to the Bankruptcy Cases and shall not affect the Parties' rights one against the other as to claims or rights not arising out of connected with or related to the Bankruptcy Cases.

12. No Third Party Beneficiary. This Settlement Agreement is made solely and specifically among and for the benefit of the parties named herein, and their respective successor and assigns subject to the express provisions hereof relating to successors and assigns, and no other person will have any right, interest or claim hereunder or be entitled to any benefits under or on account of this Settlement Agreement as a third party beneficiary or otherwise.

13. Entire Agreement. This Settlement Agreement, upon its effectiveness in accordance with numbered paragraph 1 above, shall constitute the entire agreement of the Parties with respect to the matters contained herein and shall supersede and replace all previous agreements, whether written or oral, relating to such matters.

EXECUTED this the 11th day of April 2008.

AFI Partners Management, LLC

By: _____
Name: _____
Title: _____

NPAV Holdings, Inc.

By: _____
Name: _____
Title: _____

PAV Nova, Inc.

By: _____
Name: _____
Title: _____

Norwich Pharmaceuticals, Inc.

By: _____
Name: _____
Title: _____

Plainfield Direct, Inc., as a Series A Noteholder
(with respect to the entire Settlement Agreement)
and as Agent (solely with respect to the last
sentence of Paragraph 4 of this Settlement
Agreement)

By: _____
Name: _____
Title: _____

SF Capital Partners Ld., as a Series A Noteholder

By: _____
Name: _____
Title: _____

Castlerigg Master Investments, Ltd., as a Series A
Noteholder

By: _____
Name: _____
Title: _____

EXHIBIT 1 ROYALTY AGREEMENT

This **ROYALTY AGREEMENT** ("Royalty Agreement") is entered into this 11th day of April 2008, by and among PAV Nova, Inc. ("PAV"), and Plainfield Direct, Inc. ("Plainfield"), solely in its individual capacity as a holder of the Series A Notes, SF Capital Partners Ld. ("SF"), Castlerigg Master Investments, Ltd. ("Castlerigg"), and any other holder of the Series A Notes which following the date hereof becomes a party to the Settlement Agreement (as defined below) and this Royalty Agreement pursuant to the terms of the Settlement Agreement. The parties referenced above and in the capacities so stated are hereinafter collectively referred to as the "Parties", and each of them is hereinafter individually referred to as a "Party".

WHEREAS, under the Settlement Agreement, dated as of the date hereof, by and among Plainfield, SF, Castlerigg and PAV and certain of its affiliates (the "Settlement Agreement"), the Parties agreed that certain Series A Noteholders would have a contingent future interest in the form of royalties on certain products sold by and/or on behalf of PAV; and

WHEREAS, the Parties have entered into this Royalty Agreement to establish the terms and conditions pursuant to which such royalties will be paid;

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Effective Date. This Agreement shall become effective as of the date that all of PAV, Plainfield, SF and Castlerigg have executed this Royalty Agreement.

2. Definitions.

2.1 All capitalized terms used herein and not defined shall have the meaning attributed thereto in the Settlement Agreement.

2.2 "**Net Sales**" means the actual cash amounts received by PAV for any sale of Product worldwide by PAV (whether directly by PAV or through PAV's distributors, resellers, assignee's and/or licensees or sublicensees) after the deduction of the following costs of sale of the Product, as applicable: (a) normal and customary trade and quantity discounts with respect to sales of such Product; (b) amounts repaid or credited by reason of rejections, recalls, returns, rebates and allowances; (c) chargebacks and other amounts paid on sale or dispensing of such Product; (d) retroactive price reductions; (e) tariffs, duties, excise, sales, value-added or other taxes (other than taxes based on income); (f) cash discounts for timely payment; (g) delayed ship order credits; and (h) discounts pursuant to patient discount programs; provided, however, that the Net Sales will not include the price or any amounts received on account of any ancillary product bundled and/or sold with the Product.

3. Royalties.

3.1 Royalty Calculation. As part of the Back End Participation, PAV shall pay to the Participating Holders a royalty equal to a total of two percent (2%) of the Net Sales in each country (the "Royalty"), such Royalty to be divided Pro Rata among the Participating Holders. The original face amount of Series A Notes held by all Series A Noteholders as of the Petition Date is set forth on Annex A.

3.2 Duration. PAV's obligation to pay the Royalty shall commence on the Effective Date and shall terminate on the earlier of (a) seven (7) years thereafter and (b) the date of consummation of a Business Disposition (the "Royalty Termination Date"). PAV shall not have any obligation to pay any Royalty on any Net Sales occurring after the Royalty Termination Date.

3.3 Combination Packages. In the event that the Product under this Royalty Agreement is sold in a combination package or bundled with other products, then Net Sales for purposes of determining the Royalty on the bundled product shall be calculated by multiplying the net selling price (by reference to the definition of "Net Sales" herein) of that bundled product by the fraction $A/A+B$, where "A" is the published list price during the royalty-paying period in question of the Product sold separately, and "B" is the published list price during the royalty period in question of the other products sold separately. In the event that the products are not sold separately, then the fair market value of such other products, as determined by PAV in good faith, shall be used in place of the published list price.

3.4 Foreign Sales. For purposes of computing Net Sales on sales made in a currency other than United States dollars, Net Sales will be determined on the basis of the foreign currency for the country in which the Product is sold, and then converted into equivalent United States dollars at the rate of exchange for selling such foreign currency as published by the Wall Street Journal (U.S. Western Edition) for the last business day of each quarter.

3.5 Payment Terms; Reports. All payments under this Section 3 shall be payable by PAV to the Participating Holders on an annual basis, based on Net Sales of the preceding fiscal year of PAV, commencing following the conclusion of the current fiscal year of PAV on December 31, 2008. Payments shall be due and payable within ninety (90) days after the end of each fiscal year of PAV. On an annual basis within such ninety (90)-day period, PAV shall submit to Participating Holders a detailed report, showing all sales of Product and supporting the basis for the Royalty payments for that preceding fiscal year, including the Net Sales for such fiscal year. Each Participating Holder shall have the right to receive Royalty payments only if it provides to PAV the name, address and other relevant contact information for the representative of such Participating Holder who is to receive Royalty payments on its behalf. PAV shall have no liability to any Participating Holder in the event such information changes in any respect, unless PAV is notified in writing by such Participating Holder of such changes.

3.6 Records and Audit. Upon notice to PAV by Participating Holders who are the majority in original face amount of the Series A Notes held by all Participating Holders, the

Participating Holders shall have the right to retain and direct one independent certified public accounting firm of their own choosing (and which is also reasonably acceptable to PAV) representing all Participating Holders, to audit the relevant accounting records of PAV solely with regard to the applicable annual amount payable by PAV to the Participating Holders hereunder; provided, however, that: (i) any such audit shall be conducted during regular business hours in such a manner as not to interfere with normal business activities; and (ii) in no event shall audits be made hereunder more frequently than once each calendar year. Such independent certified public accounting firm shall be under an obligation of confidentiality with respect to any and all information disclosed to it during an audit. In the event that the audit reveals amounts underpaid by PAV ("Deficient Amount") to the Participating Holders then, PAV shall pay to the Participating Holders the amount of such underpayment as promptly as practicable. If the Deficient Amount is greater than seven and one-half percent (7.5 %) of the aggregate amount paid by PAV to the Participating Holders for the most recent amount due hereunder, PAV shall pay all expenses incurred in the audit; otherwise, the Participating Holders shall pay such expenses Pro Rata.

3.7 Currency and Withholding of Taxes. PAV may withhold any taxes imposed upon PAV or the Participating Holders or its agents on account of Royalty payments under this Agreement. No Participating Holder will be entitled to reimbursement for taxes on its net income in consequence of such required Royalty payments. In the event PAV makes Royalty payments on Products sold in a country in which provision is made by law or regulation for the withholding of taxes due by the royalty recipient and PAV makes such deduction for the account of any Participating Holder, PAV will promptly furnish such Participating Holder with such evidence of the withholding of any taxes. PAV will also provide such Participating Holder with a tax certificate or receipt from the competent tax authority of the withholding country, or such other supporting data, as may be required to establish that the tax has been withheld by PAV and paid to the appropriate governmental entity on behalf of such Participating Holder.

4. Survival. In the event any provision of this Royalty Agreement is held by a court of competent jurisdiction, including, without limitation, a United States Bankruptcy Court, to be invalid, unenforceable or illegal, except if such holding results in a failure of consideration to the Parties, such determination shall not impair or invalidate the remainder of this Royalty Agreement and the effect thereof shall be confined to the provision held to be invalid or illegal.

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

6. Governing Law. This Royalty Agreement shall be governed by and construed in accordance with the laws of the State of Delaware and the laws of the United States of America applicable to transactions within the State of Delaware.

7. Assignment; Binding Agreement. PAV may not assign or transfer its rights, interests or obligations under this Royalty Agreement without the prior written consent of each of the Participating Holders; provided, however, that assignment by PAV of this Royalty Agreement in its entirety shall be permitted without prior notice to or approval or consent of the

Participating Holders if (a) the assignee agrees in writing to be bound by all of the terms, conditions and provisions contained herein, and (b) the assignee is contemporaneously the recipient of the transfer or assignment of the business related to the Product (the "Product Business") or contemporaneously the recipient of the transfer or assignment of substantially all of PAV's assets used in connection with the Product Business. The rights and interests provided in the Back End Participation to Participating Holders are assignable or transferable in all respects by Participating Holders, provided that any assignee must execute reasonable transfer documentation, including a joinder to this Royalty Agreement and the Settlement Agreement in a form reasonably acceptable to PAV. Subject to the foregoing, this Royalty Agreement is binding upon the undersigned Parties, their heirs, executors, administrators, assigns, successors in interest, predecessors in interest, and anyone claiming by, through or under any one of the undersigned Parties.

8. Severability. It is expressly agreed by all Parties that each, every and all terms and provisions of this Royalty Agreement are contractual in nature and not merely recitals.

9. Acknowledgements. The parties hereto agree that this Royalty Agreement pertains only to the Bankruptcy Cases and shall not affect the Parties' rights one against the other as to claims or rights not arising out of connected with or related to the Bankruptcy Cases.

10. No Third Party Beneficiary. This Royalty Agreement is made solely and specifically among and for the benefit of the parties named herein, and their respective successor and assigns subject to the express provisions hereof relating to successors and assigns, and no other person will have any right, interest or claim hereunder or be entitled to any benefits under or on account of this Royalty Agreement as a third party beneficiary or otherwise.

11. Entire Agreement. This Royalty Agreement, upon its effectiveness in accordance with numbered paragraph 1 above, shall constitute the entire agreement of the Parties with respect to the matters contained herein and shall supersede and replace all previous agreements, whether written or oral, relating to such matters.

EXECUTED this the 11th day of April 2008.

PAV Nova, Inc.

By: _____
Name: _____
Title: _____

Plainfield Direct, Inc., as a Series A Noteholder and
as Agent under the Security Agreement

By: _____

Name: _____

Title: _____

SF Capital Partners Ld., as a Series A Noteholder

By: _____

Name: _____

Title: _____

Castlerigg Master Investments, Ltd., as a Series A
Noteholder

By: _____

Name: _____

Title: _____

Annex A to Royalty Agreement

Based on information supplied by Synova Healthcare Group, Inc., in its summary and schedules, dated March 27, 2008 (D.I. 152), as of the Petition Date, the Series A Noteholders and the original principal amount of the Series A Notes held by each of them are as follows:¹

Series A Noteholder	Original Principal Amount of Series A Note
Bianchi & Partner AG Friesenbergstrasse 98 CH-8055 Zurich, Switzerland	\$500,000.00
Bushido Capital Master Fund L.P. 145 East 57th Street 11th Fl New York, NY 10022	\$500,000.00
Castlerigg Master Investments Ltd. 40 W. 57 th Street, 26 th Floor New York, NY 10019	\$2,000,000.00
David J. Harrison 701 Hinchley Run West Chester, PA 19382	\$17,500.00
Everest Asset Management AG Ramistrasse 8, Postfach 659 CH 8024 Zurich, Switzerland	\$1,000,000.00
Galt Industries, Inc. 655 Madison Avenue, 24 th Floor New York, NY 10021	\$295,000.00
Gene Detroyer 357 East 67 th Street, Apt. 14B New York, NY 10022	\$65,000.00

¹ Capitalized terms not otherwise defined herein have the meanings ascribed to such terms in the Asset Purchase Agreement, dated April 11, 2008, by and between, Jeffrey L. Burch, the Chapter 7 Trustee for the estates of Synova Healthcare, Inc.; Synova Pre-Natal Healthcare, Inc.; Allendale Pharmaceuticals, Inc.; Today's WomenCare Company, and Synova Healthcare Group, Inc., as Seller, and PAV Nova, Inc., as Purchaser.

John Suender 1240 Kay Drive East Cherry Hill, NJ 08034	\$15,000.00
Mark Bricker 23 Dover Drive Endicott, NY 13760	\$15,000.00
Patricia Campbell 1765 Narrows Hill Road Upper Black Eddy, PA 18972	\$5,000.00
Pierce Diversified Strategy Management 145 East 57 th Street, 11 th Floor New York, NY 10022	\$500,000.00
Plainfield Direct Inc. f/k/a Plainfield Direct LLC 55 Railroad Avenue Greenwich, CT 06830	\$5,000,000.00
Robert Edwards 6 Edgewood Drive Cherry Hill, NY 08003	\$10,000.00
Robert Staab 30 Neck Road Old Lyme, CT 06371	\$50,000.00
Ronald Spangler 238 Adam Drive Wayne, PA 19087	\$10,000.00
SF Capital Partners Ltd. 3600 South Lake Drive St. Francis, WI 53235	\$5,000,000.00
Stephen King 3529 Runnymede Drive Newtown Square, PA 19073	\$17,500.00

2291436.1

DISCLOSURE SCHEDULES

to

ASSET PURCHASE AGREEMENT

dated as of April 11, 2008

by and among

JEFFREY L. BURTCH, THE CHAPTER 7 TRUSTEE

FOR THE ESTATES OF

SYNOVA HEALTHCARE GROUP, INC.,

SYNOVA HEALTHCARE, INC.,

SYNOVA PRE-NATAL HEALTHCARE, INC.,

ALLENDALE PHARMACEUTICALS, INC., and

TODAY'S WOMENCARE COMPANY,

as Seller,

and

PAV Nova Inc.,
as Purchaser

General Terms:

1. Terms used in the attached Schedules but not otherwise defined shall have the meanings ascribed them in the Agreement.
2. Any disclosures contained in the Schedules which refer to a document are qualified in their entirety by reference to the text of such document, a true and complete copy of which has been made available to Purchaser.
3. No disclosure of any matter contained in the Schedules shall create an implication that such matter meets any standard of materiality.

Schedule 1.01(a)(i) – Tangible Personal Property

Computer Equipment

- 3 desktops
- 7 laptops
- 3 file servers
- 1 printer

1 copy machine

1 fax machine

Interel telephone system

Office furniture and office supplies located at 1400 North Providence Road, Media, PA

Manufacturing equipment – see attached.

Allendale Pharmaceuticals, Inc.
6826 State Highway 12
Norwich, NY

Item #	Asset Description	As of January 12, 2007
OSG Norwich Pharmaceuticals, Inc. facility		
1.	Spare parts group with: 4- Equipto cabinets, 9-drawer with assorted cylinders, bearings, sprockets, motors, gears, electrical components, relays, controllers and ancillary items 1- spare looper unit 1- spare scrim machine #3 with Kuntz base only (no sonic welder)	
2.	Sponge packing line with: 1- Adco cartoner, m/n 15VEC, s/n 2417TK, rotary box belt, 3/6/12 up; with MGD LTI hot melt glue system, m/n 41SDH1112, Van Sco Pro Services electronic control, 4-post rotary vacuum unloader with accumulator station 1- Garvey link belt conveyor, 8" x 7' with Var - speed drive, m/n 3600, s/n 9295, ancillary drives, power panels, local piping wiring and controls	
3.	Scrim machine #4 with: 1- Branson ultrasonic welder, m/n 8144, s/n WN30068, 1- Kuntz base unit, m/n and s/n unavailable, guaze and tape feed stations, with pneumatic stroke control, takeups, rewinder and with local piping, wiring and controls	
4.	Scrim machine #1 with: 1- Branson ultrasonic welder, m/n 2000AE, s/n WAA04090298B, 2000T PC controller, 1- Kuntz base unit, m/n and s/n unavailable, guaze and tape feed stations, with pneumatic stroke control, take ups, rewinder and with local piping wiring and controls	
5.	AST chemical metering system, m/n PH-GEP-050, s/n 4179, AB Panelview 300 PC, gear pumps, tanks and with local piping wiring and controls	
6.	HVAC system #3 & #6, complete with heat and cool modules, SRI-200 makeup air unit, ducting and local piping, wiring and controls	

Allendale Pharmaceuticals, Inc.
6826 State Highway 12
Norwich, NY

Item #	Asset Description	As of January 12, 2007
7.	AST chemical metering system, m/n PH-GEP-050, s/n 4180, AB Panelview 300 PC, gear pumps, tanks and with local piping wiring and controls	
8.	Sponge Mold Line #3 Charles Wyle Engineering Corp., s/n M83 (remainder unavailable), custom designed and built, flexible link conveyor with 138-double sided pocket molds, ancillary operations stations, looper unit, upgraded drives and controls	
9.	Sponge Mold Line #6 Charles Wyle Engineering Corp., s/n M83 (remainder unavailable), custom designed and built, flexible link conveyor with 138-double sided pocket molds, ancillary operations stations, looper unit, upgraded drives and controls	
10.	Com-Ten Industries tensile tester, m/n DFM 5000/series 93, s/n unavailable	
11.	Pouch machine #2, Dixie-Union Verpackungen GmbH, type DV-2000, s/n 352-0900/1983, with Dixie Vac 2000 vacuum, form, seal control; 3-head hot stamper, set-up for 4-across; Neflab cooler, m/n CFT-75; vac pumps, drives and controls	
12.	Sponge Mold Line #7, Charles Wyle Engineering Corp., s/n M83 (remainder unavailable), custom designed and built, flexible link conveyor with 138-double sided pocket molds, ancillary operations stations, looper unit, upgraded drives and controls	
13.	Sponge Mold Line #8, Charles Wyle Engineering Corp., s/n M83-486-001-S24, custom designed and built, flexible link conveyor with 138-double sided pocket molds, ancillary operations stations, looper unit, upgraded drives and controls	

Allendale Pharmaceuticals, Inc.
6826 State Highway 12
Norwich, NY

Item #	Asset Description	As of January 12, 2007
14.	AST chemical metering system, m/n PHEGMP-025-3216, s/n 3872, AB Panelview 300 PC, gear pumps, tanks and with local piping wiring and controls	
15.	AST chemical metering system, m/n PHEGMP-025-3216, s/n 3862, AB Panelview 300 PC, gear pumps, tanks and with local piping wiring and controls	
16.	2- Scott GMD gas monitors, MDI-Autostep, s/n unavailable	
17.	Com-Ten tensile tester, m/n SSB0040 load block, s/n 20201031	
18.	Pouch machine #1; Dixie-Union Verpackungen GmbH, m/n DV-2000, s/n 352-0916/1984 with Dixie Vac 2000 vacuum, form, seal control; 3-head hot stamper, set-up for 4- across; with Neflab cooler, m/n Thermo-M75; vac pump, drives and controls	
19.	Thermo-Goring Kerr metal detector, m/n 48AL8INT/AB, s/n 9448/1775, with DSP3 controller	
20.	HVAC system #7 & #8, with Cargocaire dehumidifier, m/n HC-300, heat and cool module, make-up unit, ducting and local piping, wiring and controls	

Allendale Pharmaceuticals, Inc.
6826 State Highway 12
Norwich, NY

Item #	Asset Description	As of January 12, 2007
	Norwich Warehouse	
21.	<p><i>The following items 4- line items are in storage and not in use - they have been partially cannibalized for parts for other operating equipment and are reported as in line to be rebuilt and brought back into service.</i></p> <p>4- Charles Wyle Engineering Corp. sponge mold lines as follows:</p> <p>1- Sponge Mold Line #2, s/n M83-456-001-S8, custom designed and built, flexible link conveyor with 138-double-sided pocket molds, ancillary operations stations, attachments, drives, vari-speed controls PLC 2/20 controller and subassemblies</p> <p>1- Sponge Mold Line #3, s/n unavailable, description same as above</p> <p>1- Sponge Mold Line #1, s/n M83-476-001-S15, description same as above</p> <p>1- Sponge Mold Line #4, s/n M83-476-001-S12, description same as above</p>	
22.	Ramsey Icore high speed check weigher, m/n MKII-FR10-SS	
23.	Max Machinery Urethane processing system, m/n VLI-603-001-158, s/n 740005/10-87, elastomer mixing system with 3-component capability <i>(Note: High out-put system)</i>	
24.	Lot of miscellaneous equipment, etc., 2- Carton tapers, assorted spare parts, etc.	

Allendale Pharmaceuticals, Inc.
6826 State Highway 12
Norwich, NY

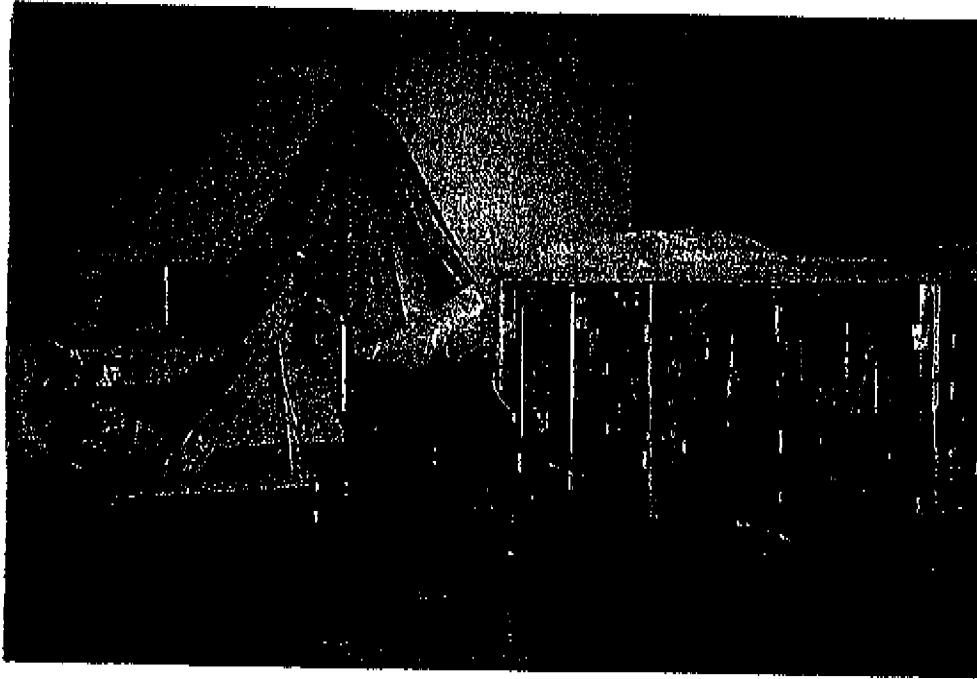
Item #	Asset Description	As of January 12, 2007
CWS - Plant #2, 19-29 Sheldon St., Norwich, NY		
25.	Automation Packaging Inc. shrink tunnel oven, m/n APTU-1800-100, s/n 326/10-95, 45 KVA transformer, 4- heat units, Dornier 2100 - 24" roller infeed conveyor, power, panel and AB PC	
CWS - Plant #5, 17 Midland Dr., Norwich, NY		
26.	Sollas cartoner/wrapper, m/n 420, s/n 046-008/1986, right angle set with infeed, conveyors, drives, PC	
27.	Videojet ink printer, m/n 37Plus, s/n E497H16007	
Borden St. Warehouse		
28.	2- Lee Industries jacketed kettles, m/n 250D, s/n 40816-1-1/2005-NN-2486 and s/n 40816-1-3/2005-NN-2485; 250 gallon, stainless steel, 40 PSI/287°	
29.	3- Sponge molders, Charles Wyle Engineering Corp., #1 s/n M83-456-001-S9, #4 s/n M83-486-001-S23, #5 s/n M83-486-001-S22, similar to previously listed mold line machines <i>(Note: The above 3- lines are in storage and not in use - they have been partially cannibalized for parts for other operating equipment and are reported as in line to be rebuilt and brought back into service)</i>	

Allendale Pharmaceuticals, Inc.

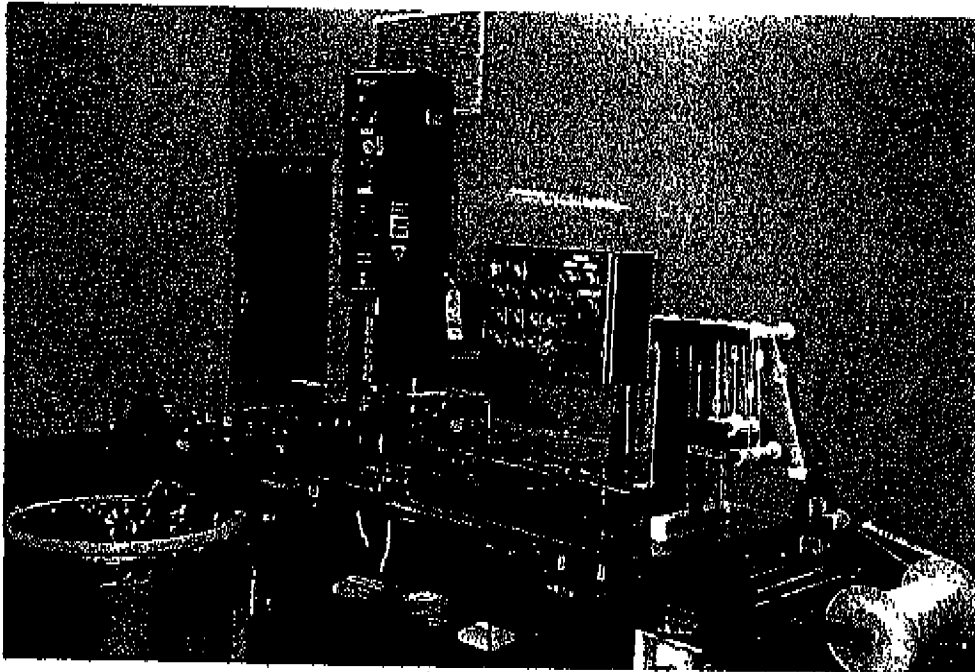
Photographs

TRADEMARK

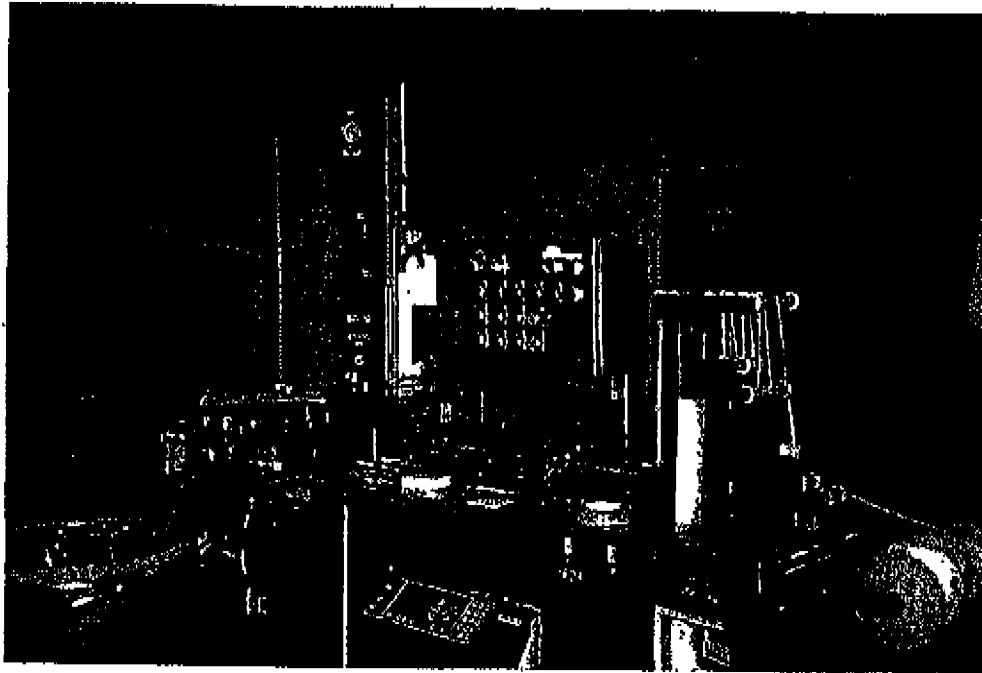
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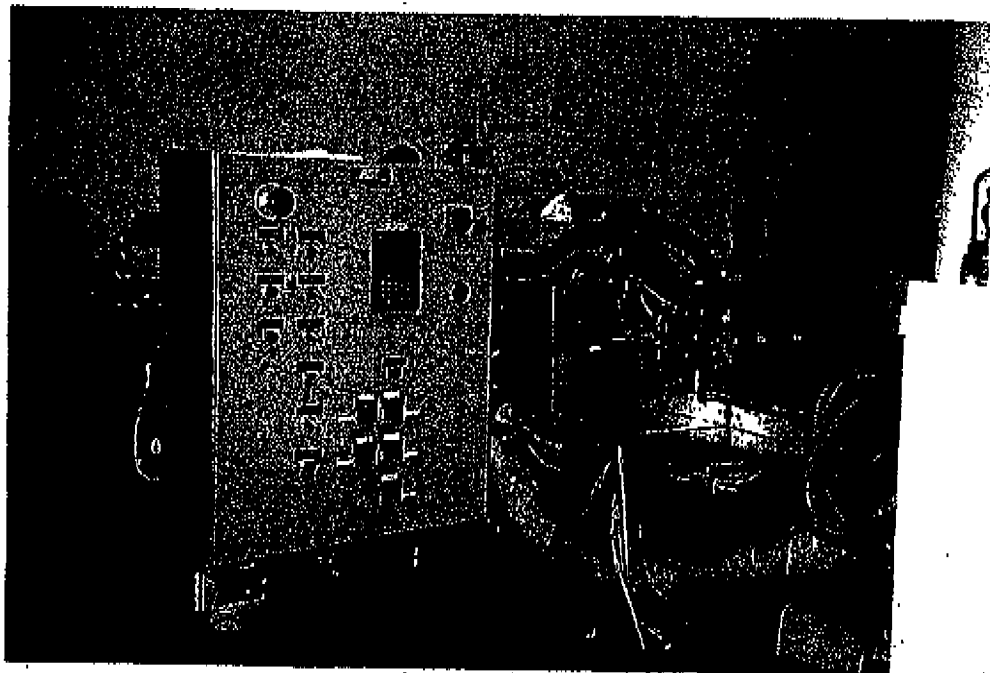
Item #2 -- Sponge packing line



Item #3 -- Scrim machine #4



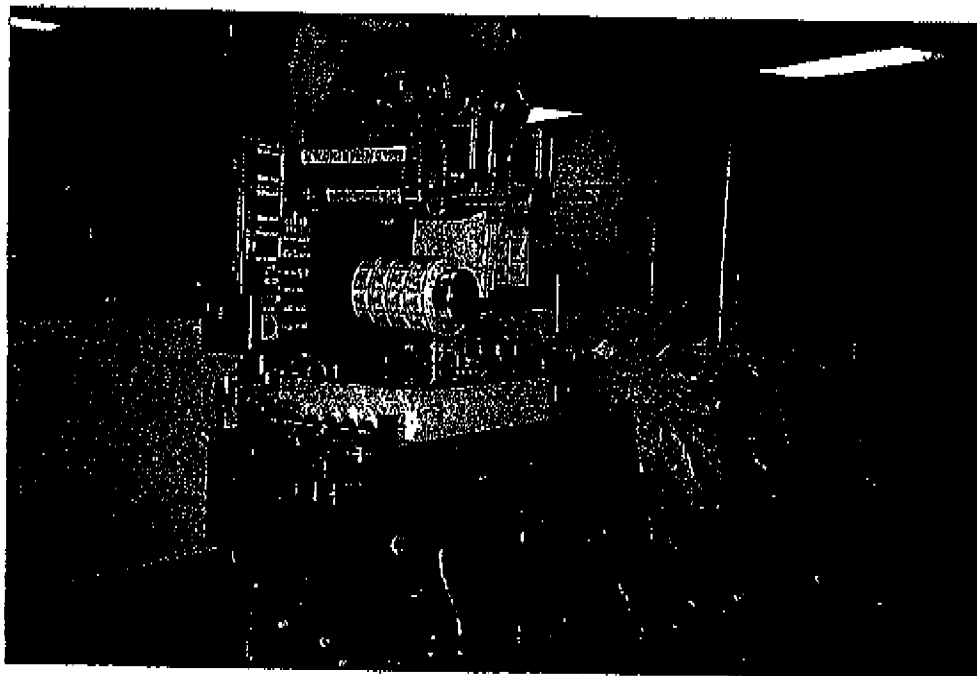
Item #4 - Scrim machine #1



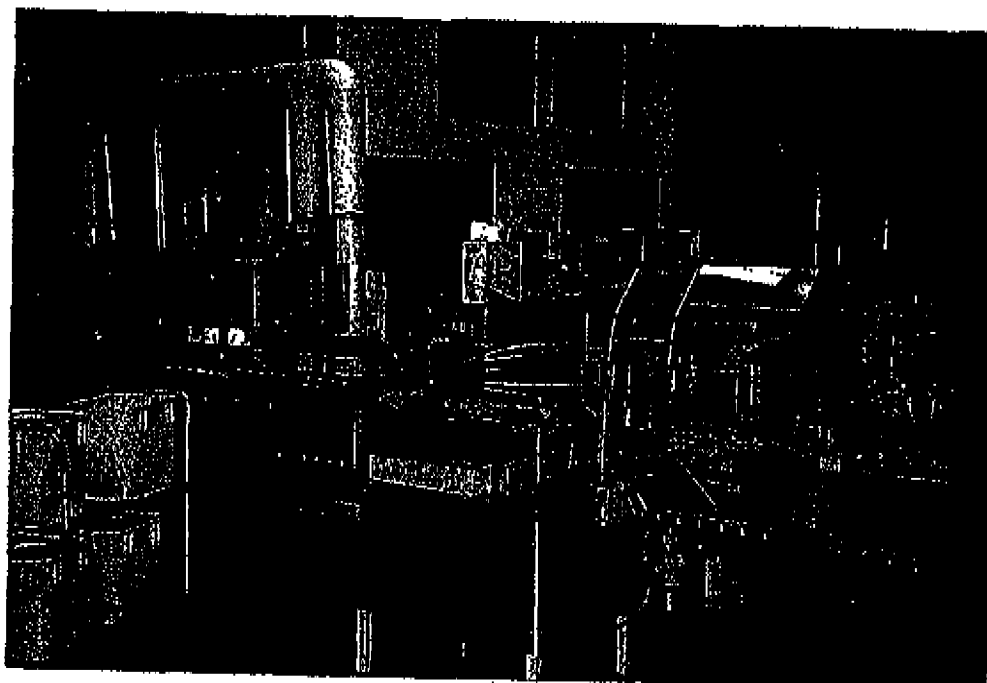
Item #7 - AST chemical metering system



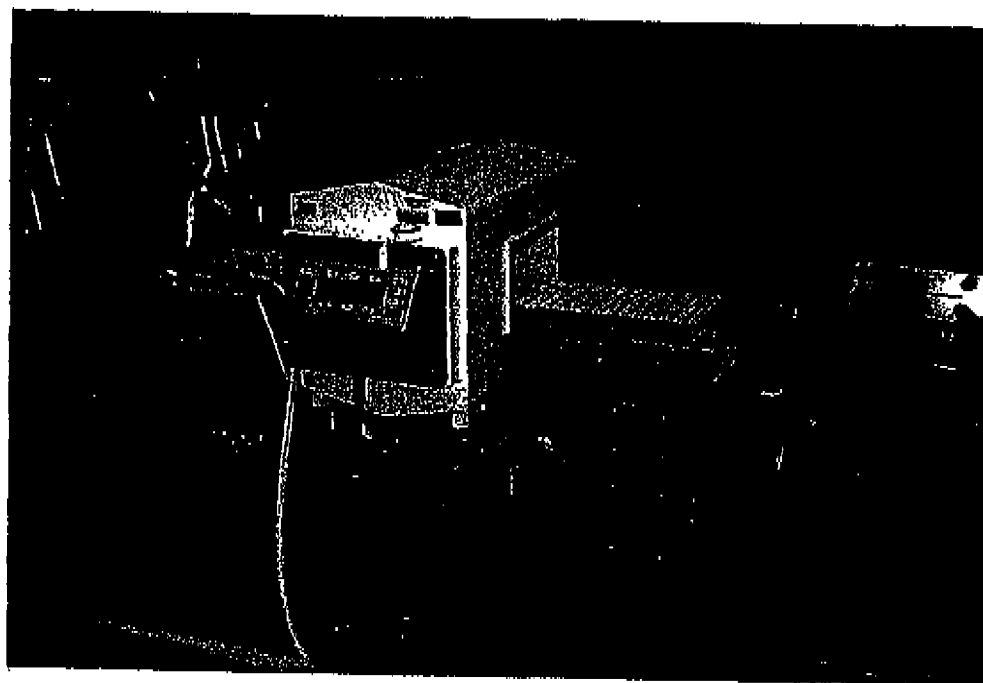
Item #9 - Sponge mold line #6



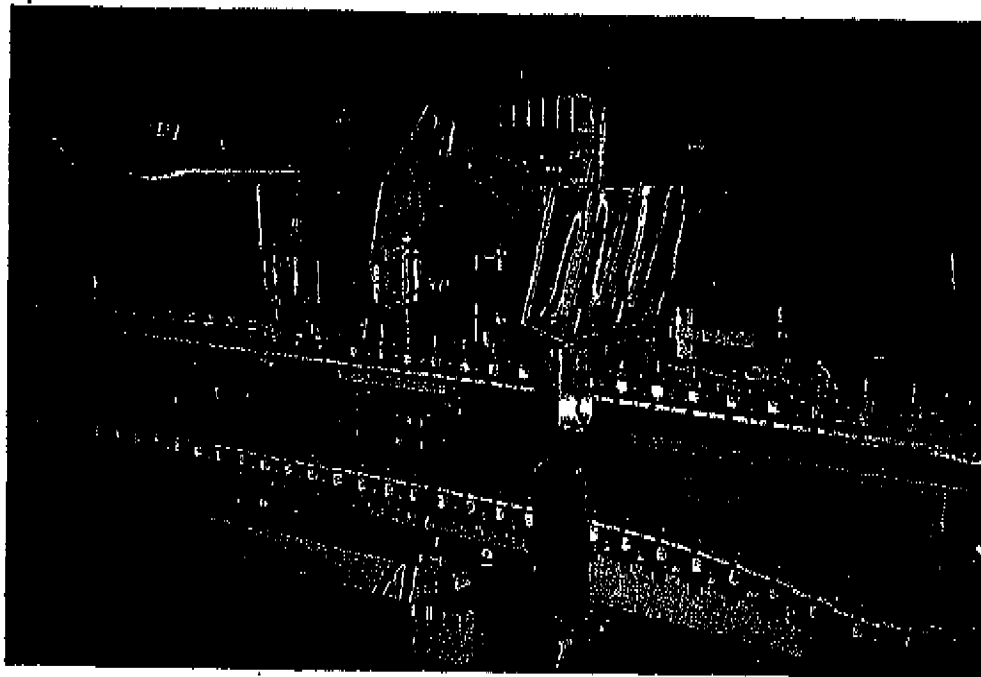
Item #11 - Pouch machine #2



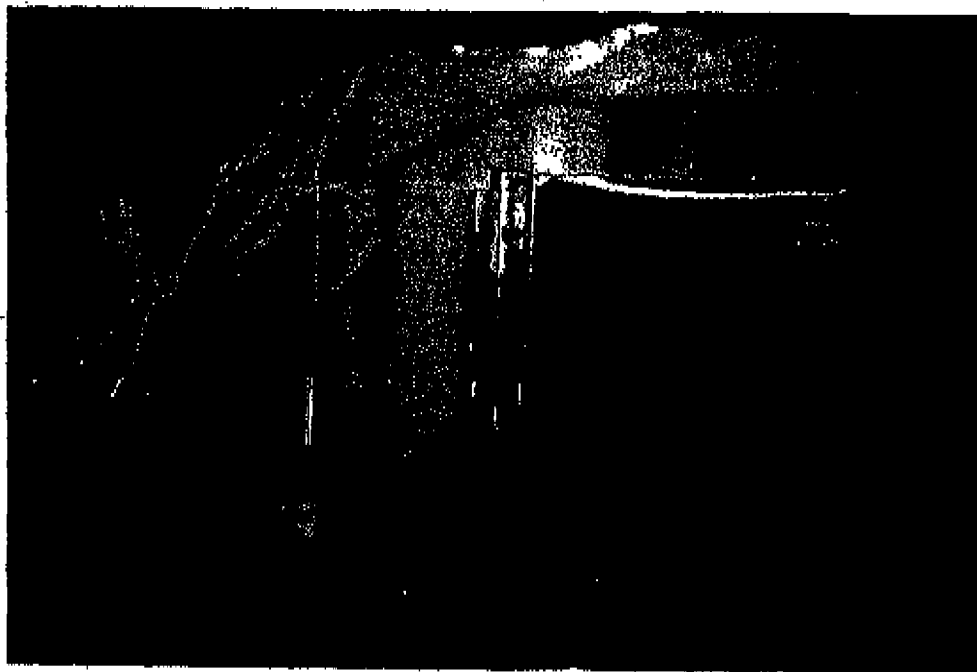
Item #13 - Sponge mold line #8



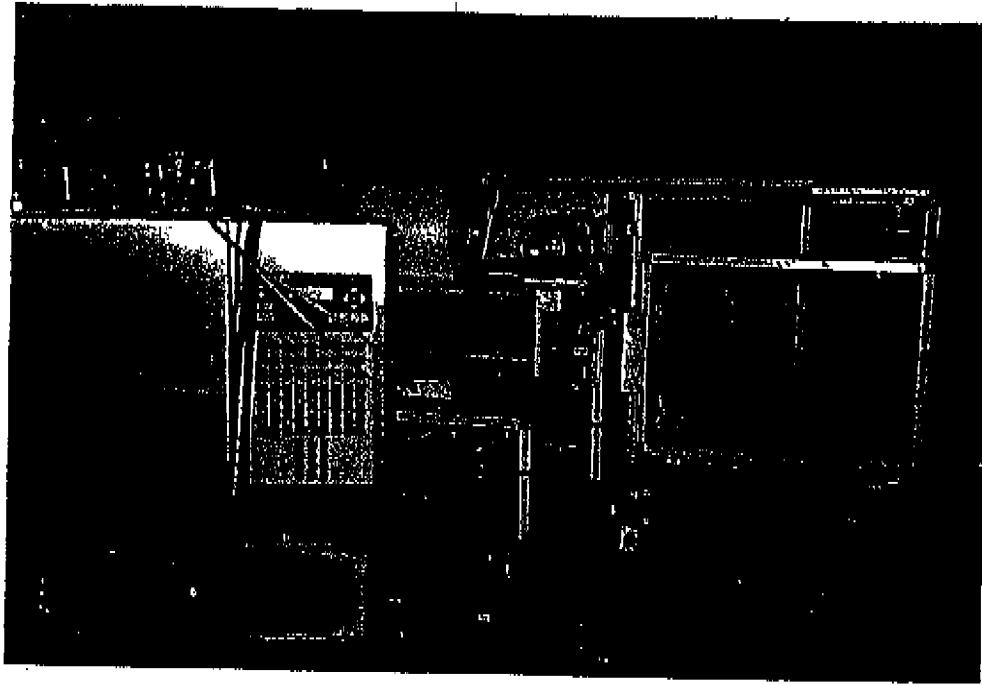
Item #19 - Thermo-Gorring metal detector



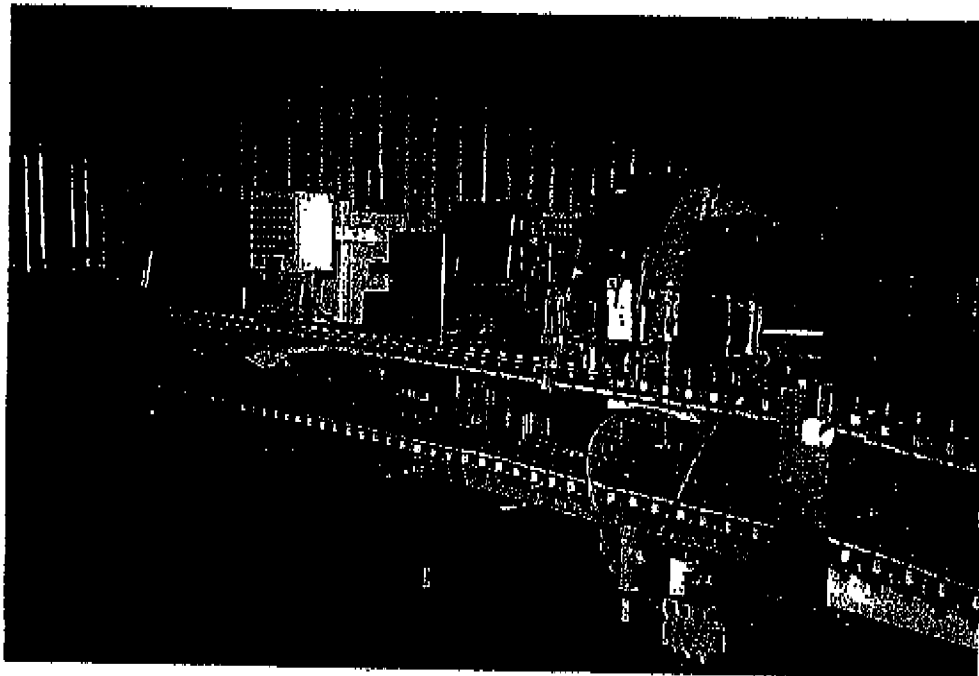
Item #21 - View of spare mold machine



Item #25 - Automation Packaging, Inc. shrink wrap tunnel oven



Items #26 & #27 - Solla cartoner/wrapper with ink printer




Item #29 - View of spare mold lines

Schedule 1.01(a)(ii) – Business Contracts

1. Amended and Restated Contract Manufacturing Agreement, dated as of March 8, 2006 and amended on August 29, 2007 and October 16, 2007, between API and OSG Norwich Pharmaceuticals, Inc., now known as Norwich Pharmaceuticals, Inc.

Schedule 1.01(a)(iii) - Intangible Personal Property

Synova Healthcare, Inc.

Mark	Country	Reg. No. (App. No.)	Reg. Date (Filing Date)	Current Owner (Record)
FEM-V	Canada	(1,309,363)	(7/17/2006)	Synova Healthcare, Inc.
FEM-V	USA	3,277,754	8/7/2007	Synova Healthcare, Inc.
SYNOVA HEALTHCARE and Design 	USA	(78/405,933)	(4/21/2004)	Synova Healthcare, Inc.
SYNOVA HEALTHCARE	USA	(78/386,786)	(3/18/2004)	Synova Healthcare, Inc.
MENOCHECK PRO FSH MENOPAUSE TEST FOR PROFESSIONAL IN VITRO DIAGNOSTIC USE	USA	3,105,951	6/20/2006	Synova Healthcare, Inc.
MENOCHECK PRO	USA	3,048,871	1/24/2006	Synova Healthcare, Inc.
MENOCHECK	USA	2,914,217	12/28/2004	Synova Healthcare, Inc.

Todays Womenscare Company

Mark	Country	Reg. No. (App. No.)	Reg. Date (Filing Date)	Current Owner (Record)
TODAY	Argentina	1,971,193	2/20/2004	Todays Womenscare Company
TODAY	Australia	508,406	4/11/1989	Todays Womenscare Company
TODAY	Australia	400,746	12/5/1983	Todays Womenscare Company
TODAY	Australia	508,407	4/11/1989	Todays Womenscare Company

Mark	Country	Number of Registrations	Registration Date	Registrant
TODAY	Australia	508,123	4/11/1989	Todays Womenscare Company
TODAY (STYLIZED) <i>Today</i>	Australia	436,036	11/11/1985	Todays Womenscare Company
TODAY	Austria	154,001	8/17/1994	Todays Womenscare Company
TODAY (STYLIZED) <i>Today</i>	Austria	112,086	3/24/1986	Todays Womenscare Company
TODAY (STYLIZED) <i>Today</i>	Benelux	414,702	10/21/2005	Todays Womenscare Company
TODAY (STYLIZED) <i>Today</i>	Benelux	417,900	3/27/1986	Todays Womenscare Company
TODAY	Canada	TMA 668,415	7/20/2006	Todays Womenscare Company
TODAY	Canada	TMA 435,568	11/18/1994	Todays Womenscare Company
TODAY (ROMAN & CHINESE)	China	864,380	8/20/1996	Todays Womenscare Company
TODAY	Colombia	132,730	12/31/1985	Todays Womenscare Company
TODAY HOT SENSATION	Colombia	319,225	7/11/2006	Todays Womenscare Company
TODAY LONG ACTION	Colombia	319,226	7/11/2006	Todays Womenscare Company
TU SEGURO PARA EL AMOR	Colombia	271,942	12/31/1985	Todays Womenscare Company

Mark	Country	Class	Registration Number	Registration Date	Owner
Y LA VIDA					
TODAY	CTM	3,475,175	9/7/2005		Todays Womenscare Company
TODAY (STYLIZED) <i>Today</i>	CTM	3,475,209	3/23/2006		Todays Womenscare Company
TODAY	Ecuador	1,296	9/6/1988		Todays Womenscare Company
TODAY	Ecuador	2,150	10/6/1988		Todays Womenscare Company
TODAY HOT SENSATION	Ecuador	3090-7	7/24/2007		Todays Womenscare Company
TODAY LONG ACTION	Ecuador	(165,572)	(12/16/2005)		Todays Womenscare Company
TODAY	Egypt	72,868	10/3/1988		Todays Womenscare Company
TODAY	Egypt	72,867	10/3/1988		Todays Womenscare Company
TODAY	Finland	90,697	11/20/1984		Todays Womenscare Company
TODAY (STYLIZED) <i>Today</i>	France	1,327,170	10/17/1985		Todays Womenscare Company
TODAY (STYLIZED) <i>Today</i>	Indonesia	365,264	12/3/1986		Todays Womenscare Company
TODAY (STYLIZED) <i>Today</i>	Ireland	118,024	10/18/1985		Todays Womenscare Company
TODAY	Ireland	118,843	6/5/1985		Todays Womenscare Company

Mark	Country	Serial Number	Registration Date	Owner
(STYLIZED) <i>Today</i>				
TODAY (STYLIZED) <i>Today</i>	Italy	741,115	9/22/1986	Todays Womenscare Company
TODAY	Lebanon	103,386	5/16/1990	Todays Womenscare Company
TODAY	Mexico	462,974	10/24/1988	Todays Womenscare Company
TODAY (STYLIZED) <i>Today</i>	New Zealand	161,713	10/24/1985	Todays Womenscare Company
TODAY	Norway	117,762	7/26/1984	Todays Womenscare Company
TODAY (STYLIZED) <i>Today</i>	Norway	129,080	6/11/1987	Todays Womenscare Company
TODAY	Russian Federation	(2,004,715,663)	7/14/2004	Todays Womenscare Company
TODAY	Russian Federation	294,705	8/31/2005	Todays Womenscare Company
TODAY (STYLIZED) <i>Today</i>	Russian Federation	294,706	8/31/2005	Todays Womenscare Company
TODAY	Singapore	T88/05208A	09/22/1988	Todays Womenscare Company
TODAY (CHINESE)	Singapore	T90/05036H	7/16/1990	Todays Womenscare Company

Mark	Country	Serial No.	Reg. Date	Registered In
TODAY (CHINESE)	Singapore	T90/05035Z	7/16/1990	Todays Womenscare Company
TODAY (STYLIZED) <i>Today</i>	Singapore	T05/14123E	7/29/2005	Todays Womenscare Company
TODAY (KOREAN)	South Korea	182,782	11/8/1989	Todays Womenscare Company
TODAY (STYLIZED) <i>Today</i>	Switzerland	348,041	10/23/1985	Todays Womenscare Company
TODAY (STYLIZED) <i>Today</i>	Switzerland	350,053	9/17/1986	Todays Womenscare Company
TODAY	Thailand	57,525	4/24/1987	Todays Womenscare Company
TODAY	Turkey	166,448	12/15/1995	Todays Womenscare Company
TODAY	USA	(76/537,778)	(8/4/2003)	Todays Womenscare Company
TODAY	USA	3,325,626	10/30/2007	Todays Womenscare Company
TODAY	USA	3,121,336	7/26/2005	Todays Womenscare Company
TODAY	USA	1,387,999	4/1/1986	Todays Womenscare Company
TODAY	USA	3,146,959	9/19/2006	Todays Womenscare Company
TODAY (STYLIZED) <i>Today</i>	USA	3,307,734	10/9/2007	Todays Womenscare Company
TODAY	USA	3,056,052	1/31/2006	Todays Womenscare Company

(STYLIZED) <i>Today</i>				
TODAY (STYLIZED) <i>today</i>	USA	(77/232,969)	(7/18/2007)	Todays Womenscare Company
TODAY DAILY PH BALANCE	USA	3,127,995	8/8/2006	Todays Womenscare Company
TODAY PH BALANCE RESTORE	USA	3,128,009	8/8/2006	Todays Womenscare Company
TODAYS WOMEN CARE (STYLIZED) <i>Todays Womenscare</i>	USA	3,056,050	1/31/2006	Todays Womenscare Company
TODAYS WOMEN CARE (STYLIZED) <i>Todays Womenscare</i>	USA	(76/537,777)	8/4/2003	Todays Womenscare Company
TODAY	Dominican Republic	72,870	8/15/1988	American Home Products Corporation*
TODAY	Dominican Republic	45,683	11/22/1988	American Home Products Corporation*
TODAY	Sri Lanka	56,291	10/13/1988	American Home Products Corporation*
TODAY	Zimbabwe	521/88	8/29/1988	American Home Products Corporation*
TODAY	Zimbabwe	520/88	8/29/1988	American Home Products Corporation*

Mark	Country	Serial No.	Reg. Date	Owner
TODAY	Bangladesh	27,267	8/14/1988	VLI Corporation**
TODAY	Bangladesh	27,268	8/14/1988	VLI Corporation**
TODAY	Bermuda	20,163	8/16/1988	VLI Corporation**
TODAY	Bermuda	20,164	8/16/1988	VLI Corporation**
TODAY	Brazil	816,115,907	10/6/1992	VLI Corporation**
TODAY	Brazil	813,708,117	5/7/1991	VLI Corporation**
TODAY	Colombia	114,966	11/26/1991	VLI Corporation**
TODAY (STYLIZED) <i>Today</i>	Finland	98,841	6/22/1997	VLI Corporation**
TODAY	Honduras	50,752	5/23/1989	VLI Corporation**
TODAY	Honduras	50,749	5/23/1989	VLI Corporation**
TODAY	Hong Kong	1995B07441	9/4/1995	VLI Corporation**
TODAY	Hong Kong	1995B07442	9/4/1995	VLI Corporation**
TODAY	Jamaica	26,219	2/16/1989	VLI Corporation**
TODAY	Jamaica	25,154	2/16/1989	VLI Corporation**
TODAY	Jordan	27,116	9/25/1989	VLI Corporation**
TODAY	Kenya	36,546	8/26/1989	VLI Corporation**
TODAY	Kenya	36,545	8/26/1989	VLI Corporation**
TODAY (CHINESE)	Malaysia	88,005,166	10/6/1988	VLI Corporation**
TODAY (STYLIZED CHINESE)	Malaysia	86/001760	5/7/1986	VLI Corporation**
TODAY	Mexico	484,330	2/23/1995	VLI Corporation**

Trademark	Country	Reg. No.	Reg. Date	Applicant
TODAY	Namibia	89/1393	9/26/1989	VLI Corporation**
TODAY	Namibia	89/1394	9/26/1989	VLI Corporation**
TODAY	Netherlands Antilles	15,266	12/8/1988	VLI Corporation**
TODAY	Nigeria	(TP 165879/06)	(6/29/2006)	VLI Corporation**
TODAY	Pakistan	100,201	10/23/1988	VLI Corporation**
TODAY	Pakistan	100,202	10/23/1988	VLI Corporation**
TODAY	Paraguay	218,209	12/27/1989	VLI Corporation**
TODAY	Paraguay	218,208	12/27/1989	VLI Corporation**
TODAY	Peru	81,035	9/12/1994	VLI Corporation**
TODAY	Peru	80,767	8/17/1994	VLI Corporation**
TODAY	Philippines	63,402	8/13/1996	VLI Corporation**
TODAY	Saudi Arabia	198/28	8/29/1988	VLI Corporation**
TODAY	Saudi Arabia	198/29	8/8/1988	VLI Corporation**
TODAY (STYLIZED) <i>Today</i>	Saudi Arabia	198/28	8/29/1988	VLI Corporation**
TODAY	South Africa	89/8493	9/13/1989	VLI Corporation**
TODAY (STYLIZED) <i>Today</i>	South Africa	86/1955	4/3/1986	VLI Corporation**
TODAY (STYLIZED)	Sweden	204,396	2/13/1987	VLI Corporation**

Trade Name	Country	Area	Reg. Date	Registrant
<i>Today</i>				
TODAY	Venezuela	153,100	2/16/1994	VLI Corporation**
TODAY	Venezuela	155,406	3/18/1994	VLI Corporation**
TODAY	Venezuela	(6848/1989)	(5/10/1989)	VLI Corporation**

* API acquired the TWC assets from American Home Products Corporation.

** VLI Corporation is the former name of TWC.

Schedule 1.01(a)(iv) – Licenses

API holds a GMP Compliance Certificate issued by the U.S. Food and Drug Administration (the "FDA").

The Today* Sponge is the subject of an FDA-approved new drug application owned by API.

Schedule 1.01(b)(v) – Excluded Personal Property

None.

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:)	Chapter 7
SYNOVA HEALTHCARE, INC., <u>et al.</u> ,)	Case No. 07-11889 (CSS)
Debtors.)	(Jointly Administered)

CERTIFICATE OF SERVICE

I, Mark E. Felger, Esquire, hereby certify that on the 14th day of April 2008, I caused a copy of the foregoing *Certification of Counsel* to be served upon the parties listed below in the manner indicated:

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Dated: April 14, 2008

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