

TRADEMARK ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DSM IP Assets B.V.		02/05/2010	CORPORATION: NETHERLANDS
RECEIVING PARTY DATA			
Name:	Institute Rosell, Inc.		
Street Address:	8480 Boulevard St Laurent		
City:	Montreal		
State/Country:	CANADA		
Postal Code:	H2P2M6		
Entity Type:	CORPORATION: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2847093	LAFTI	
CORRESPONDENCE DATA			
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Address Line 4:	Boston, MASSACHUSETTS 02210		
DOMESTIC REPRESENTATIVE			
Name:	Peter Nils Baylor		
Address Line 1:	155 Seaport Boulevard		
Address Line 2:	Seaport West		
Address Line 4:	Boston, MASSACHUSETTS 02210-2604		

OP \$40.00 2847093

TRADEMARK

NAME OF SUBMITTER:	Peter Nils Baylor
Signature:	/Peter Nils Baylor/
Date:	07/22/2013
Total Attachments: 27 source=Lafiti APA executed, Feb. 5, 2010#page1.tif source=Lafiti APA executed, Feb. 5, 2010#page2.tif source=Lafiti APA executed, Feb. 5, 2010#page3.tif source=Lafiti APA executed, Feb. 5, 2010#page4.tif source=Lafiti APA executed, Feb. 5, 2010#page5.tif source=Lafiti APA executed, Feb. 5, 2010#page6.tif source=Lafiti APA executed, Feb. 5, 2010#page7.tif source=Lafiti APA executed, Feb. 5, 2010#page8.tif source=Lafiti APA executed, Feb. 5, 2010#page9.tif source=Lafiti APA executed, Feb. 5, 2010#page10.tif source=Lafiti APA executed, Feb. 5, 2010#page11.tif source=Lafiti APA executed, Feb. 5, 2010#page12.tif source=Lafiti APA executed, Feb. 5, 2010#page13.tif source=Lafiti APA executed, Feb. 5, 2010#page14.tif source=Lafiti APA executed, Feb. 5, 2010#page15.tif source=Lafiti APA executed, Feb. 5, 2010#page16.tif source=Lafiti APA executed, Feb. 5, 2010#page17.tif source=Lafiti APA executed, Feb. 5, 2010#page18.tif source=Lafiti APA executed, Feb. 5, 2010#page19.tif source=Lafiti APA executed, Feb. 5, 2010#page20.tif source=Lafiti APA executed, Feb. 5, 2010#page21.tif source=Lafiti APA executed, Feb. 5, 2010#page22.tif source=Lafiti APA executed, Feb. 5, 2010#page23.tif source=Lafiti APA executed, Feb. 5, 2010#page24.tif source=Lafiti APA executed, Feb. 5, 2010#page25.tif source=Lafiti APA executed, Feb. 5, 2010#page26.tif source=Lafiti APA executed, Feb. 5, 2010#page27.tif	

Execution Copy

ASSETS SALE AND PURCHASE AGREEMENT

THIS ASSETS SALE AND PURCHASE AGREEMENT (this "Agreement") is made and entered into on 5 February, 2010 by and between:

1. **DSM Food Specialties B.V.**, a private limited liability company incorporated under the laws of The Netherlands with its registered offices at A. Fleminglaan 1 at 2613 AX Delft, the Netherlands ("DFS"); and
2. **DSM IP Assets B.V.**, a private limited liability company incorporated under the laws of The Netherlands with its registered offices at het Overloon 1, 6411 TE Heerlen, the Netherlands ("DSM IP");

DFS and DSM IP hereinafter collectively referred to as "Seller"

and

3. **Institut Rosell Inc**, a company incorporated and registered in Canada with company number 14270 3347 with its registered office is 8480 Boulevard St Laurent, Montréal H2P 2M6, Canada ("Institut Rosell"), and

Institut Rosell hereinafter referred to as "Buyer"

WHEREAS,

WHEREAS, Seller desires to sell Assets as defined below, which at present are used for conducting the Seller's LAFTI probiotic business (the "Business") to Buyer;

WHEREAS, Seller's LAFTI Dairy Business (as defined in clause 2.6.1) is not part of the sale under this Agreement and remains with Seller;

WHEREAS, Buyer desires to purchase the Assets on the terms and conditions set forth herein;

NOW, THEREFORE, the Parties to this Agreement have agreed as follows:

ARTICLE 1 – INTERPRETATION

- 1.1 The Exhibits form integral part of this Agreement and shall have the same force as if expressly set out in the body of this Agreement and any reference to this Agreement shall include the Exhibits.
- 1.2 Headings are for convenience only and shall not affect the interpretation of this Agreement.
- 1.3 Reference to articles and Exhibits shall mean a reference to the articles and Exhibits of this Agreement, unless the context states otherwise.

ARTICLE 2 – PURCHASE AND SALE

- 2.1 Subject to the terms and conditions of this Agreement Seller agrees to sell, assign and transfer to Buyer and Buyer agrees to purchase, assume and receive from Seller at the Closing Date all of Seller's rights, title and interest in the assets of the Business listed below, (collectively, the "Assets") as such Assets shall exist on the Closing Date:

2.1.1. Strains

The probiotics strains

- (i) *Lactobacillus acidophilus*, product name LAFTI® L10 CG* resp. CGS** (* coated granulate; ** coated granulate + starch)
- (ii) *Lactobacillus casei*, product name LAFTI® L26 CG resp. CGS and
- (iii) *Bifidobacterium lactis*, product name LAFTI® B94 CG resp. CGS,

further specified in Exhibit 2.1.1. ("Strains")

2.1.2 Customer Database

Global customer list, excluding dairy customers, with sales and ordering status, commitments and agreements ("Customer Database") as set forth in Exhibit 2.1.2.

2.1.3 Know how

The know how related to the Business, including but not limited to the reports, nutritional, microbiological*, genetic*, clinical science documentation, regulatory product files issued to EFSA and other relevant bodies as well as the relevant commercial product datasheets, attached hereto as in Exhibit 2.1.3 ("Know How").

* Based on Moorebank know how

2.1.4 Trademark

Trademarks (including trademark applications), logo's and domain names related to the Business, as set forth in Exhibit 2.1.4. ("Trademark")

2.1.5 Patents

The patents

- (i) WO2008/046625 (softgel) and
- (ii) PCT/EP2008/05661 (cold and flu), ("Patents")

- 2.1.6 Contracts
Subject to the consent of the other parties to such contracts and agreements, all of Seller's rights, title and interest in and to the contracts and agreements, excluding contracts and agreements with dairy customers, listed in Exhibit 2.1.6 (hereinafter the "Assumed Contracts").
- 2.1.7 Inventory
Seller's inventory of raw materials and goods in progress and finished goods used in the operation of the Assets, which are in good merchantable condition namely as to a shelf life of at least the same duration as guaranteed by Seller to its customers on Closing Date, as listed in Exhibit 2.1.7. ("Inventory")
- 2.2 Accounts receivable
This transaction does not include any of Seller's accounts receivables, all of which will remain Seller's property. If Buyer shall collect any of Seller's accounts after Closing Date Buyer shall promptly remit any proceeds to Seller.
- 2.3 Accounts payable and other debts
Buyer will not assume any of Seller's accounts payable or other debts. These shall remain Seller's obligations and Seller will indemnify Buyer against any loss that Buyer may suffer by reason of Seller's failure to pay any of them.
- 2.4 On and as from the Closing Date Buyer shall assume from Seller and agrees to pay and discharge when due all liabilities and obligations under the Assumed Contracts to be performed and fulfilled after the Closing Date and all other obligations to customers and suppliers to the extent arising after the Closing Date ("Assumed Liabilities").
- 2.5 Dairy Business
- 2.5.1 Continuation of Seller's Dairy Business
Seller's LAFTI dairy business, consisting of the production, sale and distribution of dairy products using the Strains, Patents, Know How and Trademarks ("Dairy Business"), is explicitly excluded from the sale under this Agreement and remains with Seller. Seller will continue its Dairy Business. For the purposes of this Agreement 'dairy' means milk and products produced from milk, such as cheese, including fermented milk products such as yogurt and includes whey.
- 2.5.2 Strains for Dairy Business
Seller will provide Buyer with half of the stock of the Strains in order to enable Buyer to build up its own working cell banks for the Business. Seller will retain half of the stock of the Strains to enable the production of working cell banks for its Dairy Business.
- 2.5.3 License for Dairy Business
Buyer hereby grants Seller, and Seller accepts, a perpetual, irrevocable, royalty free, exclusive, worldwide license, with the right to sublicense, to use the Strains, Patents, Trademark and Know How in Seller's Dairy Business.

It is the Seller's responsibility, should he decide to sublicense the Strains, Patents, Trademark and Know How in the Dairy Business, to ensure that the Buyer's rights and property are known to- and duly respected by the sub-licensee.

Buyer shall maintain, defend and enforce the Patents and Trademark for its own account. However, Buyer shall charge to the Seller litigation costs specifically occurred in the Dairy Business. Should the litigation involve both the Buyer's Business and the Seller's Dairy Business, the litigation costs will be split proportionally to their respective net sales.

Should Buyer decide to no longer maintain one or more of the Patents and/or the Trademark, it will notify Seller of its decision and transfer the ownership of the respective Patents and/or the Trademark within 3 months after such notification to Seller. Said transfer will be free of charge, with the exception of all reasonable costs and expenses incurred by Buyer to maintain and protect the Patents and the Trademark since Closing including the administrative and/or registration costs related to such transfer, which costs and expenses will be for the account of Seller to the extent that these are beneficial to the Seller for its Dairy Business.

Buyer is entitled to assign one or more of the Patents and/or the Trademark to a third party subject to the license and other rights granted to Seller under this Agreement.

ARTICLE 3 - PURCHASE PRICE AND HANDLING FEE

3.1 Purchase Price and Inventory Price

In consideration of the sale of Assets (excluding the Inventory), Buyer agrees to pay Seller a purchase price ("Purchase Price") consisting of the following elements:

- (i) € 630,000 in cash, and (in addition)
- (ii) an additional consideration of
 - 5% on all Buyer's sales of products derived from the Strains up to a level of € 600,000, and
 - 10% on all Buyer's additional sales exceeding € 600,000, payable over a period of 5 years starting 1 February 2010 with a guaranteed minimum of € 30,000 on an annual basis ("Additional Consideration"). Such Additional Consideration shall be according to the gross amounts invoiced for sales of products derived from the Strains in the respective calendar year, less any discounts, returns and allowances ("Net Sales Value")

Five (5) working days prior to the Closing Date the Seller will deliver to the Buyer a written certified statement on the level of the Inventory and the resulting price payable for the Inventory ("Inventory Price") at the Closing Date. Said confirmation shall be made using the same valuation methods as applied in the ordinary course of Seller's business and consistent with past practice.

3.2 Handling Fee

During a period of 1 (one) year after Closing Date DFS will facilitate Buyer to purchase from Cell Biotech Co. Ltd. ("Cell Biotech"), via DFS, the probiotic products manufactured under the Manufacturing Agreement between DFS

and Cell Biotech (with effective date 1st January 2005). A summary of this Manufacturing Agreement is attached hereto as Exhibit 3.2a Buyer will pay DFS a handling fee ("Handling Fee") for these services under the terms and conditions set forth in Exhibit 3.2b.

It is agreed that DFS will provide said services for the sole risk and benefit of Buyer. Seller will not be liable for and Buyer will indemnify Seller against any and all claims and damages arising from and/or relating to the deliveries of Cell Biotech, via DFS, to Buyer under the Manufacturing Agreement.

3.3 Payment conditions

- 3.3.1 On the Closing Date, Buyer shall pay to Seller the amount of € 830,000 as well as the Inventory Price without any deduction or set-off, by wire transfer of immediately available funds to the bank account of Seller: account number 584613768 with ABN AMRO Bank, IBAN NL20ABNA0584613768, Swift ABNANL2A.
- 3.3.2 Final settlement of the Additional Consideration shall be made on the basis of an annual Net Sales Value statement prepared by Buyer and sent to Seller on or before the 30th day after the lapse of the respective calendar year. Seller (and/or its accountant) is entitled to perform an audit regarding the Net Sales Value within two (2) months after receipt of said statement. The Additional Consideration shall be paid by Buyer, on a yearly basis, within 30 days after the date of the respective invoice sent by Seller after receipt of the Net Sales Value statement or completion of the related audit.
- 3.3.3 At the end of each quarter of a calendar year Seller shall invoice Buyer for the Handling Fee. Buyer shall pay said invoices within 30 days from the date of the invoice.

ARTICLE 4 - CONDITIONS PRECEDENT

N/A

ARTICLE 5 - CLOSING

- 5.1 The closing of the transactions contemplated by this Agreement ("Closing") shall take place at the offices of DFS on 1 April, 2010 ("Closing Date") or at such other place and at such other time and date as may be mutually agreed upon in writing by Buyer and Seller.
- 5.2 At the Closing, Seller shall deliver, or cause to be delivered to Buyer the binders disclosed in the data room on 8 September 2009 and the additional information set forth in the Exhibits to this Agreement.
- 5.3 At the Closing the Buyer shall deliver to Seller confirmation of the wire transfer of funds in the amount of the Purchase Price.
- 5.4 Title to and risk of loss of or damage to the Assets shall pass from Seller to Buyer as of 12:00 PM on the Closing Date.

- 5.5 From the date of this Agreement until Closing Date Seller shall continue to conduct the Business in the ordinary course.
- 5.6 Additional assignment documents: In the event that in addition to this Agreement, Buyer and Seller have to submit other documents to authorities in order to effectuate (the recordal of) the assignment, transfer and conveyance of the Patents, Trademarks and other intellectual property rights to be transferred pursuant to this Agreement, Buyer and Seller agree that such other documents will not contain language that in any way prejudices the provisions of this Agreement. Buyer and Seller shall do all things reasonably require to effect the transfer of the Patents, Trademarks and other intellectual property rights to be transferred, and to cause such Patents, Trademarks and rights to be recorded at the relevant registers around the world in the name of Buyer.
- 5.7 Power of attorney: Seller grants Buyer a power of attorney to execute such further documents or perform such acts on behalf of Seller as may be required to enforce and record the assignment, transfer and conveyance of the Patents, Trademarks and other intellectual property rights to be transferred pursuant to this Agreement, including the right to request in the name of Seller the relevant authorities or organisations responsible for the registration to register such Patents, Trademarks and other intellectual property rights in the name of Buyer. Buyer may also instruct third parties (such as trademark agents, patent agents and internet service providers) to perform these acts on behalf of Seller.

ARTICLE 6 - REPRESENTATIONS AND WARRANTIES OF SELLER

- 6.1 Seller represents to Buyer the following as of the date hereof and represents and warrants that the representations and warranties mentioned hereinafter shall be also true and accurate at Closing, as if they had been repeated on the Closing Date, except as set forth in the Exhibits or as otherwise may be deduced from information disclosed or accessible to Buyer:
- 6.1.1 Organization.
Seller is a corporation duly organized, validly existing and in good standing under the laws of the Netherlands with full corporate power and authority to execute this Agreement.
- 6.1.2 Authorization; Due Execution.
Seller has all requisite power and authority to execute and deliver this Agreement, to perform its obligations under this Agreement and to effect and consummate the transactions contemplated hereby. This Agreement has been duly authorized, executed and delivered by the Seller, and constitutes the legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its terms.
- 6.1.3 No violation.
The execution and delivery by Seller of this Agreement do not and will not conflict with, violate or constitute or result in a default under any law, judgement, order, decree or the articles of association of Seller or, to Seller's knowledge and belief, violate any law or regulation, governmental or court order, judgement or decree applicable to Seller.

6.1.4 Title to the Assets.

Seller has good title to the Assets, free and clear of any and all liens, encumbrances, charges, claims, restrictions, pledges, security interests, or impositions of any kind.

6.1.5 Condition of the Assets

Subject to Article 2 above, the Assets will be sold and purchased on the Closing Date in the condition existing on the Closing Date. Except as expressly set forth in this Agreement, Seller makes no representation in respect of the Assets, express or implied, including, without limitation, any implied warranty or merchantability or fitness for a particular purpose, regarding the condition of the Assets. All Assets are sold "as is" and "where is".

6.1.6 Assumed Contracts

To Seller's knowledge and belief all Assumed Contracts are valid and in full force and effect and binding on Seller and the other party and parties to it.

6.1.7 Litigation

Except as disclosed in Exhibit 6.1.8 there are no legal, administrative or arbitral actions, suits or proceedings pending or, to Seller's knowledge and belief, threatened against Seller.

After Closing Seller shall remain liable for the litigation disclosed in Exhibit 6.1.8 and shall indemnify Buyer accordingly.

6.1.8 Manufacturing Agreement

Buyer shall not be bound to Cell Biotech as a consequence of the Manufacturing Agreement between Cell Biotech and DFS. DFS remains fully liable for the performance of any of its obligations under said Manufacturing Agreement toward Cell Biotech. DFS hereby indemnifies and holds harmless Buyer from and against any and all loss, liability, damage, fee, cost, expense, suit, claim, demand, judgment and prosecution resulting from any claim from Cell Biotech based on the Manufacturing Agreement.

6.2 Buyer acknowledges and agrees that:

- (i) the representations and warranties of Seller mentioned in Article 6.1 are the only representations and warranties of any kind given by or on behalf of the Seller and on which Buyer has relied or may rely in entering into this Agreement;
- (ii) no other information, statement, promise or forecast (written or oral), made by or on behalf by Seller, its officers, employees or advisers may form the basis of, or be pleaded in connection with, any claim by Buyer in connection with this Agreement;
- (iii) Buyer has, to its own satisfaction performed an investigation of the Assets by means of a due diligence and in the framework thereof has reviewed all information provided upon Buyer's request and has obtained a sufficient view of the Assets and the Assumed Liabilities and the value thereof.

ARTICLE 7 - REPRESENTATIONS AND WARRANTIES OF BUYER

7.1 Organization.

Buyer is a corporation duly organized, validly existing and in good standing under the laws of Canada with full corporate power and authority to consummate the transactions contemplated in this Agreement.

7.2 Authority.

The execution and delivery of this Agreement by Buyer, and the consummation and performance of the transactions contemplated hereby, have been duly and validly authorized by all necessary corporate and other proceedings, and this Agreement has been duly authorized, executed and delivered by Buyer and constitutes the legal, valid and binding obligation of Buyer, enforceable in accordance with its terms.

7.3 No Violation.

The execution and delivery of this Agreement by Buyer and the performance of this Agreement (and the transactions contemplated herein) by Buyer do not and will not conflict with, violate or constitute or result in a default under any law, judgement, order, decree, the articles of association or bylaws of Buyer, or any contract or agreement to which Buyer is a party or by which Buyer is bound.

7.4 Financing.

Buyer will have sufficient funds to pay the Purchase Price and Handling Fee in accordance with Article 3 hereinabove.

ARTICLE 8 - FURTHER COVENANTS

8.1 Seller's operation of the Assets prior to Closing.

From the date of this Agreement until the Closing, Seller will carry on the operation of the Assets in the usual, regular and ordinary course, consistent with past practice.

8.2 Access to Information.

Buyer and Seller shall, upon reasonable prior notice, make available to the other, to the extent reasonably required for the purpose of assisting Seller or Buyer in obtaining governmental approvals and preparation of tax returns relating to the Assets, and prosecuting or defending or preparing for the prosecution or defence of any action, suit, claim, complaint, proceeding or investigation at any time brought by or pending against Seller or Buyer relating to the Assets, other than in the case of litigation between the parties hereto, such information or records (or copies thereof) in their possession after Closing.

8.3 Regulatory approvals.

Each of the Parties will use its reasonable good faith efforts to obtain, and to cooperate with the other party in obtaining, all authorizations, consents, orders and approvals of any governmental agencies, that may be or become necessary in connection with the transactions contemplated by this Agreement prior to or after Closing, and to take all reasonable actions to avoid the entry of any order or decree by any governmental agency prohibiting the consummation of the transactions contemplated hereby.

8.4 Confidentiality.

Each party to this Agreement agrees to keep confidential and not to disclose to any third party the contents of this Agreement or any confidential information in connection with the Assets or the operation thereof, except as may be required by law (the "Confidential Information"). It is understood that such confidential information shall not include information which is in the public domain or becomes part of the public domain without any fault of the Parties hereto, or which is received by the Parties from other sources having the right to disclose the same.

8.5 Press releases.

Neither Seller nor Buyer, nor any affiliate thereof, will issue or cause publication of any press release or other announcement or public communication with respect to this Agreement or the transactions contemplated hereby without the prior consent of the other party, which consent will not be unreasonably withheld or delayed.

8.6 Further development of Strains

DFS will pay 15% of additional work on the Strains to be performed by Buyer with a maximum of Canadian Dollars 22,500 over a period of 5 years from the Closing date, based on an estimated total expenditure of Canadian Dollars 50,000 for each strain.

Buyer will invite DFS to financially contribute to any additional clinical study related to one or more of the Strains, and should DFS accept and contribute effectively, DFS has the right to use the results as a promotion tool for its Dairy Business. DFS has the right to refuse to contribute to such studies, in which case DFS will not be entitled to refer to any of the results.

ARTICLE 9 - INDEMNIFICATION

9.1 Remedy for breach.

As of the date hereof the sole and exclusive remedy of Buyer for any breach or inaccuracy of any representation, warranty or covenant under this Agreement by Seller shall be the indemnities contained in this Article 9. Any claims that Buyer may have arising out of Seller's breach of its representations, warranties or covenants hereunder shall be notified to Seller no later than one (1) year from the Closing Date in accordance with the provisions mentioned in this Article 9.

Buyer agrees to use all reasonable efforts to mitigate any loss or damage for which they may seek indemnification under this Article 9.

9.2 Indemnification by Seller.

9.2.1 Claims

Subject to the limitations set forth in Article 9.2.2, Seller shall indemnify Buyer against and agrees to hold Buyer harmless from any and all damage, loss, liability, third party claims, and expense (collectively, "Damages") (including, without limitation, reasonable attorney's fees and expenses in connection with any action, suit or proceeding brought against Buyer) incurred or suffered by Buyer arising out of

(a) any misrepresentation or breach of a warranty made by Seller in Article 6.1; or

(b) any breach of any covenant or obligation of Seller contained in this Agreement.

9.2.2 Limitations.

Notwithstanding anything to the contrary set forth elsewhere herein, Buyer shall not be entitled to indemnification hereunder with respect to any claim brought under Article 9.2.1, unless the amount of Damages with respect to such claim exceeds € 25,000 and Seller shall in no event be required to pay Buyer and its Affiliates more than € 250,000 in respect of aggregate damages asserted pursuant to Article 9.2.1.

Furthermore any and all liability of Seller for loss of profits, lost opportunities and all other indirect or consequential damages shall be excluded.

Seller shall not be liable for any indemnification to Buyer under this Agreement in respect of any matter to the extent of the amount of any provision made by Buyer.

The amount of any indemnification to Buyer under this Agreement shall be reduced by any tax benefits or credits, or insurance benefits which Buyer actually receives in respect of or as a result of a claim by Buyer for indemnification hereunder or the facts or circumstances relating thereto. If any Damages for which indemnification is provided under this Section 9.2 are subsequently reduced by any tax credit or benefit, insurance payment or other recovery actually received from a third party, the amount of such reduction shall be promptly remitted to Seller.

9.3 Notice.

Buyer shall at all times give prompt notice to Seller of the assertion of any claim, or the assertion of any action, suit or proceeding, in respect of which indemnity is sought or may be sought hereunder (whether or not the limits set forth in Article 9.2.2 have been exceeded) and will give Seller such information with respect thereto as Seller may reasonably request.

9.4 Settlements.

Seller shall not be liable under this Article for any settlement effected without its written consent of any claim, litigation or proceedings in respect of which indemnity may be sought hereunder.

9.5 Sole remedy.

The rights to indemnification under this Article 9 shall be the sole remedy for any breach of the representations, warranties, obligations, covenants and agreements of Seller under this Agreement. All other remedies, including but not limited to potential claims for violation of pre-contractual duties, ancillary obligations or claims under tort are hereby expressly excluded and waived by Buyer to the largest extent legally possible. The right to rescind, cancel or nullify this Agreement is excluded.

9.6 This Article 9 does not apply to any amount awarded by a final and definitive judgment regarding a consumer claim or a claim based on personal injury directly caused by the Assets where it is established that the liability of Seller was involved, except to the extent that such claim results, in whole, from the negligence, breach of warranty, fraud, misrepresentation or breach of this Agreement on the part of Buyer.

Handwritten initials: J, OC

ARTICLE 10- NOTICES

- 10.1 Any notice required or permitted to be given hereunder shall be deemed sufficient if sent by facsimile letter or overnight courier, or delivered by hand to Seller or Buyer at the respective addresses and facsimile numbers set forth below or at such other address and facsimile numbers as either party hereto may designate. If sent by facsimile letter, notice shall be deemed given when the transaction is completed if the sender has a confirmed transmission report and if the sender has sent a confirmation copy by registered mail.

If to Buyer, to:

Institut Rosell Inc
Olivier Clech
8480 Boulevard St Laurent
Montréal H2P 2M6, Canada

If to Seller, to:

DSM Food Specialties B.V. / DSM IP Assets B.V.
Theo Slikkers
Fleminglaan 1
2613 AX Delft
The Netherlands

ARTICLE 11 – MISCELLANEOUS

11.1 Further assurances

From time to time before and after the Closing, at the request of either party hereto and at the expense of the party so requesting, Buyer and Seller shall execute and deliver to such requesting party such documents and take such other action as such requesting party may reasonably request in order to consummate more effectively the transactions contemplated hereby.

11.2 Fees and expenses

Except as otherwise provided in this Agreement, Buyer and Seller shall each pay all advisory and counsel fees and other costs and expenses incurred by, or on behalf of, each such party in connection with or in anticipation of the negotiation, preparation and execution of this Agreement and the consummation of the transactions contemplated hereby. Any value added, excise, transfer or similar taxes or government authorities' fees as well as notary fees and expenses in connection with the transactions contemplated in this Agreement shall be paid by Buyer.

Seller and Buyer shall use all reasonable endeavours to procure that the provisions of Section 31 of the 1968 Value Added Tax Act (Wet op de omzetbelasting 1968) apply to the sale and purchase of the Assets and Assumed Liabilities under this Agreement and that no VAT shall be chargeable in respect thereof. Should any VAT or other turnover taxes be due, the Price shall be increased by any such VAT or other turnover taxes. In case any such taxes will have to be paid by Seller, Buyer shall promptly pay such taxes to Seller after having received Seller's respective invoices therefore.

- 11.3 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. Neither party to this Agreement shall assign its rights nor obligations under this Agreement, except that Buyer may assign its rights in total or partially to any of its Affiliates.
- 11.4 Expenses, Taxes and Fees.
Except as otherwise expressly provided in this Agreement, all legal, accounting and other costs and expenses incurred in connection herewith and the transactions contemplated hereby shall be paid by the party incurring such expenses.
Any value added, excise, transfer or similar taxes or government authorities' fees as well as notary fees and expenses in connection with the transactions contemplated in this Agreement shall be paid by Buyer.
- 11.5 Entire Agreement.
This Agreement and the Exhibits constitutes the complete and entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes all prior discussions, statements and writings with respect thereto. Amendments and additions to this Agreement are valid only when made in writing and duly signed by the authorized representatives of the parties.
- 11.6 Waiver
The failure of any party at any time to enforce or require performance of any provision hereof shall in no way operate as a waiver or affect the right of such party at a later time to enforce the same. Any waiver of an obligation, agreement or condition contained herein shall be valid and effective only if in writing and signed by the party to whom such compliance is owed. No such waiver shall be deemed to be a waiver of any subsequent breach, claim or failure to perform or of any obligation, agreement or condition other than the one expressly waived.
- 11.7 Severability.
In the event that any provision of this Agreement is or will become invalid or unenforceable for any reason, this shall not affect the validity or enforceability of any of the other provisions of this Agreement, which remaining provisions shall remain in full force and effect. In the event any term hereof is or will become invalid or unenforceable, Seller and Buyer shall negotiate in good faith to agree to such amendments or additional terms to this Agreement as shall have an effect as close as possible to that intended by the invalid or unenforceable term(s).
- 11.8 Insurance.
Buyer shall take out adequate insurance with respect to the Assets and the operation thereof with effect from the Closing Date.
- 11.9 Governing law.
This Agreement and any agreements arising there from shall be governed in all respects, including validity, construction, interpretation and effect, by the federal laws of Switzerland, except its conflict of law principles.
- 11.10 Settlement of disputes.
In the event of any dispute, controversy or claim arising out of or in connection with the present Agreement, the Parties shall attempt in good

... faith to resolve such dispute promptly by negotiation between executives who have authority to settle such disputes. If, however, the Parties fail to resolve such dispute within ninety (90) days through negotiation as described above, the same shall be finally settled through ad hoc arbitration conducted by three arbitrators, two of which shall each be appointed by each party and the third one appointed by the two arbitrators. The place of arbitration shall be Geneva and the language of the arbitration proceedings shall be English. The rules of procedure to be followed by the three arbitrators are the UNCITRAL Arbitration Rules.

PA

IN WITNESS WHEREOF, this Agreement has been signed by duly authorised representatives of each of the parties hereto as of the date first above written.

DSM Food Specialties B.V.

DSM IP Assets B.V.

By _____

By _____

Name _____

Name _____

Title _____

Title _____

By _____

By _____

Name _____

Name _____

Title _____

Title _____

Institut Rosell Inc

By [Signature]

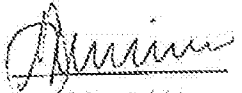
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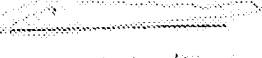
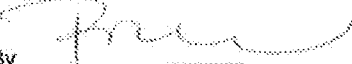
Title President

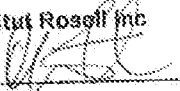
IN WITNESS WHEREOF, this Agreement has been signed by duly authorised representatives of each of the parties hereto as of the date first above written.

DSM Food Specialties B.V.

DSM IP Assets B.V.

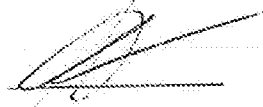
By 
Name A.T. Slikkers
Title Director S&MS
By _____
Name _____
Title _____

By 
Name W. Hoop
Title Director
By 
Name P. van der Meer
Title Director

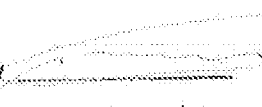
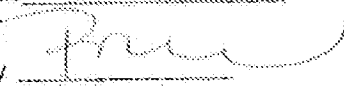
Institut Rosoff Inc
By 
Name Olivier CLECH
Title President

IN WITNESS WHEREOF, this Agreement has been signed by duly authorised representatives of each of the parties hereto as of the date first above written.

DSM Food Specialties B.V.

By 
Name A.A. V.V. S.S. B.B.
Title MAN. DIRECTOR
By _____
Name _____
Title _____

DSM IP Assets B.V.

By 
Name V. H. B.
Title DIRECTOR
By 
Name P. B. M.
Title DIRECTOR

Institut Rosell Inc

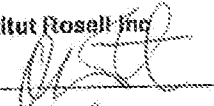
By 
Name Olivia CUECH
Title President

Exhibit 2.1.1

Strains

Lactobacillus acidophilus (L10), *Lactobacillus casei* (L26) and *Bifidobacterium lactis* (B94)

Strains as specified in the following characterization documents:

- DSM R& D Final report – Safe LAFTI project, dated 22 Dec. 2004, by A. Henriksson, D. Damnjanovic and P. v. Dijck. Referring to LAFTI L10, L26 and B94 identification.
- Statement letter ref. Strain Declaration Identify LAFTI L10, Delft 29 July 2009, from DSM Strain Director Dr. P. van Dijck. LAFTI L10 identified as *Lactobacillus acidophilus*.

The DD Binders contain additional information and documentation.

Exhibit 2.1.2

Customer database

1/ Customer database, customer information will be collected and put in the following Excell format:

REPORT LINE #	REPORT LINE #	CHY	REG #	REG OFF	INDUSTRY	COUNTRY	TAX ID	CAPITAL INVESTMENT	CURRENT BLDG VALUE	DATE OF ACQUISITION	NO. OF EMPLOYEES	NO. OF STORES

2/ In addition the DSM financial Sales reporting, over the period yr. 2007 till updated 31 Dec 2009, with company names, will be handed over. (DD formats)

3/ The other Sales information is presented in the DD binders.

[Handwritten signature]
[Handwritten mark]

Exhibit 2.1.3

Know-How

Listing of Know how documents, primarily as presented in the DD binders will be handed over.

For the specific CellBiotech technology know how we are bound to the Secrecy clause by contract, besides that we do not know everything in detail of the making of Lafti dual coated granulate, Cellbiotech did not disclose their process recipes etc to us as well.

We will provide you the relevant Lafti know how of DSM, inclusive Moorebank's (if you want), these are mainly stability test results, viable cellcounts methods, specifications, application research reports and finished products data (tablets, capsules, sticks).

Listing of Know how (includes all information out of DD binders)

DSM R&D, Business support, application:

- Sales binder: product sheets, promotional information, brochures, customer sales presentation, etc.
- Examples finished products, sales bulletins
- Literature Book DSM- Lafti
- Report: Development, Production of finished products Lafti, 6Jan06, R&D, A. Happel
- Lafti benchmark
- Lafti strains in chocolate application sheet
- Specification & tests, viable cell count sheet, enumeration method.
- Stability sheets L10 CG, L26 CG, L10 CG in capsules
- Stability studies L10, L26, B94 all in CG+ CGS; Capsules and tablets.
- Lafti composition table for capsules, tablets, sticks
- Finished product process scheme
- Product composition L10 CGS, L26 CG
- DNP Product Sales documentation: Probiotics
- Application studies: bread, chewables, gummybear, juice, sticks, capsules, tablets, chocolate bar, instant pudding, milk powder

DSM Regulatory

- Lafti, L10, L26 and B94 documents and files issued to the EFSA.
- Veterinary health certificates all strains, mixes.

DSM Nutritional Science:

- Wageningen publication (Summer 2009) "Human mucosal in vivo" P.v. Baarlen a.o.
- Effect of Lactobacillus Acid Lafti L10, ref. Cold & Fluë, R.Eckles, Cardiff University.
- Nutrafoods publication: Survival of L. acid and L. casei in Human GI tract, A. Henriksson, yr. 2006
- Comparative analysis of human response to probiotics, yr. 2007.
- Other relevant Nutritional files.

Manufacturing, QA

- DSM Lafti product specifications: L10 CG+ CGS, L26 CG+ CGS, B94 CG+ CGS and mixes of the 3 strains.
- Cellbiotech actual product specifications L10 CGS, L26 CGS, B94 CG.
- Ordering & logistics procedure DSM- CBT
- Lafti process flow scheme.

The DD Binders contain additional information and documentation.

Handwritten initials

Exhibit 2.1.4

Trademarks

All global Lafi CG, CGS, probiotic Trademarks as shown in the DD binders.



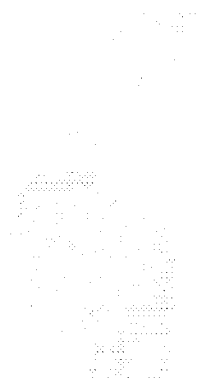
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Exhibit 2.1.6

Assumed Contracts

See DD Binders.



[Handwritten signature]
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Exhibit 2.1.7

1st table: Current Stock situation week of 14 Dec. '09 at DNP, Venlo warehouse, cold storage, all fresh Lafi products, produced October/ November 2009 by CBT, Expiration date: Oct/ Nov. 2011. All quantities in kg., only the samples are in units of 50 g!

	L10 CGS 5 kg pack	L10 CGS 1 kg pack	L10 CGS sample units	894 CGS 5 kg pack	894 CGS 1 kg pack	894 CGS sample	L25 CGS 5 kg pack	L25 CGS 1 kg pack	L25 CGS sample
Europe	50	50	20			5			
Latin America		150	20			5			
Asia Pacific		51	20	50		5			
North America	300	9	20	0		5			
Total	350	260	80	50		20	0	0	0

2nd table: New orders for customers already ordered with CBT, planning to receive in two parts: end of January resp. end of February 2010.

**Production Order CBT
New requirements Q1 2010**

	L10 CGS 5 kg pack	L10 CGS 1 kg pack	L10 CGS sample units	894 CGS 5 kg pack	894 CGS 1 kg pack	894 CGS sample	L25 CGS 5 kg pack	L25 CGS 1 kg pack	L25 CGS sample
Europe	50				30			30	5
Latin America		100							5
Asia Pacific	50			50					5
North America	400	10							5
Total	500	210		80				30	20

Current actual pricing for stock evaluation: Lafi L10 CGS € 230./kg, L26 CGS € 240./kg, S94 CGS € 250./kg. Reefer container charge € 1934.- See original invoicing CBT/DFS.

Exhibit 3.2a

Summary

Manufacture Agreement ("MA") dated 15th February 2005

Parties

DSM Food Specialties BV (DFS) and Cell Biotech Co. Ltd (CBT)

Scope

DFS supplies Strain (L10, L26, B94) to CBT. CBT procures raw material (see attached list of raw materials) and shall manufacture dual coated freeze dried granulated powder of probiotic product ("Product") using CBT Technology and meeting the Specifications of DFS (as attached). CBT shall use its facility in South Korea (Seoul) or any other facility as agreed by Parties.

Manufacturing:

CBT shall manufacture the Product in conformity with the Specifications, the CBT Technology, DFS instructions and requirements, all procedures agreed between the Parties, all applicable laws, rules and regulations, Standard Operating Procedure and consistent with food grade, current Good Manufacturing Practises. CBT guarantees that any Product shall meet the Specification. CBT shall not implement changes in the CBT Technology or CBT Raw material without DSM's prior written approval

Duration

Effective date is 1 January 2005 the MA will expire automatically after 8 years, unless parties agree to extend

Assignment

DFS can assign the MA to third parties provided DFS has prior written approval of CBT. No approval required for assignment to affiliates of DSM NV.

Quantities

The MA refers to 2 minimum quantities (5,000 and 15,000 kg).

A) cl. 2.4 reads that provided DFS orders at least 5000 kilogram of Product during 2007, CBT agrees

- that as of 1 January 2008 it will manufacture and deliver Product exclusively for DSM;
- to use the Strain only for the purpose of this Agreement;
- not to manufacture and deliver Market Equivalents (being any probiotic product marketed with a health claim) to third parties;
- to use the Technology exclusively to DSM
- not to grant third parties access to CBT Technology.

In 2007 DFS ordered 4750 kilogram of Product.

B) as per Cl. 6.3 CBT will scale up capacity; if DFS does not order 15,000 kilogram of Product on or before 15 February 2010 (5 years from signing date) DFS is obliged to pay 50% of the investment for the large centrifuge line up to USD 150,000.

DFS is obliged to provide 6 weeks before each quarter a rolling forecast covering 4 quarters to come. These forecasts are considered a firm order. CBT to confirm within 2 weeks from such order.

If DFS does not order sufficient quantities this is no reason to terminate the Agreement.

Termination

DFS may terminate in case of change of control of CBT.

Both parties may terminate in case of bankruptcy, material breach (not being remedied within 90 days of notice) / force majeure exceeding 90 days.

Price

CBT can not unilaterally set the price;

Elements determining price are set out in schedule 4 to MA. Each Party may suggest price change based on significant change in volume, yield, cell count, stability results, currency exchange rate, price of CBT Raw material or logistic costs.

Price of Product to be agreed during annual meeting.

Order

An order is binding on CBT, as soon as CBT confirms the order.

Capacity

cl. 6.3 refers to initial capacity (in Jan. 2005) of 250 kilogram per quarter (using 300 litre fermentor); CBT will use 2000 litre fermentor ult. as of May 2005.

If CBT refuses to supply after confirmation; CBT is in default and DFS can keep CBT liable up to USD 500,000; CBT can not be held liable for losses of DFS resulting from / in connection with DFS' non fulfillment of its obligations under the MA. No default in case of force majeure.

CBT is permitted to sell

- Market Equivalents (based on CBT's own strain) under its own proprietary trademark, and,
- (Lafli) Product that does not met the Specification (provided only to Korean market and with a max of 20% of the total yearly amount ordered by DFS).

Strain

DFS supplies the Strain to CBT; cl. 13.5; on first request of DSM, CBT shall return the Strain. Title of any quantity of Strain shall remain in DFS and CBT shall prevent any infringement or impairment of DFS' ownership.

Guy van Asten
Lead Counsel DSM Food Specialties BV
2 September 2009

Exhibit 3.2b

Handling Fee structure and conditions

Product Transfer prices year 2010

Lafli L10 CG/CGS: € 200/kg, ex. Cell Biotech Seoul, South Korea.

Lafli L26 CG/CGS and B94 CG/CGS: to be negotiated and agreed upon with Cell Biotech (see Note)

In these tariffs are excluded the costs for domestic (France, Europe) customs clearance, freight forwarding, cooled air/ road transportation and storage.

Freight cost: airfare Seoul- Paris plus refig. aircontainers Seoul-Amsterdam, content up to 200 kg Lafli products (in 5 kg packs), indication Seoul-Amsterdam: € 2000 per aircontainer. Expect similar tariff for Seoul- Paris.

Note: Current price range indication of Cell Biotech for year 2010 (e-mail Chung/Sikkers, Sept. 25th, 2009) dependent on volume, prices are ex CBT, freight cost excluded:

The following Prices have been negotiated and agreed upon during the business meeting in Seoul on 5 January 2010 for deliveries in year 2010:

L26 CG and CGS € 240/kg;

B94 CG and CGS € 250/kg;

Mix L10:L26:B94 € 250/kg; (assumption, not discussed)

2010 will be a transitional period. Buyer intends to produce the Lafli strains ultimately on 1 January 2011 at its facilities.

However, in the event Buyer will not be able to produce the required Lafli strains by 1 January 2011 Seller may decide, at its own discretion, to facilitate the purchase of the probiotic products from Cell Biotech with an additional year. In such event the Product Transfer price for year 2011 will be in accordance with the price range to be negotiated with Cell Biotech for 2011 during a business meeting 4Qtr. 2010.

Compensation:

- Simple administrative handling: Straight forward Quarterly ordering mode. Ordering by Seller by means of a written Quarterly update of the Rolling forecast concerning CBT's product supply, sent in to DFS desk, at least 5 weeks before each new quarter starts.
Leadtime of product supply is 8 weeks.
Compensation fee an upcharge of 3% on the product cost delivered.
- More active ordering mode for instance on a monthly basis, with expediting effort, many changes of Buyer in the supply planning, more effort to be spent by Seller on Buyer's request, more communication, more involvement of Sr. Management, the compensation for this work will be an upcharge of 20% on the product cost delivered.
- Any request to Seller for additional information, data, respectively work from Buyer with regard to the strains and the products, to support Buyer's business and/or CBT's Product supply in the areas of Business, Production/ Logistics, R&D, QA, QC, Nutritional Science and Regulatory will be reimbursed at actual costs, at an hourly rate of € 150/ hr. To be agreed upon in advance per request.
- All eventual travelling and lodging cost, e.g. in case of contract negotiations or discussion of production issues in Seoul, will be reimbursed to Buyer at actual costs.

Exhibit 6.1.8

There are no legal, administrative or arbitral actions, suits or proceedings pending or, to DFS' knowledge and belief, threatened against DFS.

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