

OP \$120.00 5723001

AA Northvale Medical Associates, Inc.

A Wholly-Owned Subsidiary of ADM Tronics Unlimited, Inc. (NASDAQ-ADMT)

224-S Pegasus Avenue, Northvale, New Jersey 07647 USA

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Dr. Arup Sen
Electropharmacology, Inc.
d/b/a Gemini Health Technologies
12085 Research Drive
Alachua, FL 32615

January 19, 2000

RE: Asset Purchase Agreement dated as of May 27, 1998 (the "Agreement") among Electropharmacology, Inc., (referred to herein as the "Seller") ADM Tronics Unlimited, Inc. (referred to herein as "ADM") and AA Northvale Medical Associates, Inc. (referred to herein as the "Purchaser").

Dear Arup:

This letter is to set forth our agreements concerning the amendment of the Agreement. Terms used in this letter shall have the same meaning ascribed to them as in the Agreement.

For good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by the Seller, ADM and the Purchaser, we have agreed to amend the Agreement as follows:

1. Seller hereby confirms that the requirements of both Section 1.5 and Section 1.6 including but not limited to the consideration to be paid to the Seller and the registration of the ADM shares described in the Agreement have been met by ADM and the Purchaser, both of which have no further obligations with respect thereto.
2. Purchaser has paid for all transfer and certificate fees with respect to the ADM shares on behalf of and for the benefit of the Seller.
3. Seller hereby confirms that all of the representations made by the Seller in Section 2.13 of the Agreement with respect to patents, trademarks and copyrights are still valid and accurately reflect the condition of the assets described in the Agreement.

SofPulseTM

Non-Invasive Electrotherapy

PATENT

REEL: 014337 FRAME: 0606


4. Seller confirms that there are no liens, encumbrances or other instruments on or against the patents listed on Schedule 1.2 of the Agreement attached hereto and made a part hereof (referred to herein as the "Patents").
5. Seller hereby confirms that it hereby assigns to the Purchaser all rights, title and interest to the Patents free of any liens or encumbrances thereon should any of the following conditions occur at any time: a) Seller becomes insolvent; b) Seller files for protection from creditors; or, c) Seller ceases operations.
6. Should any of the conditions in Paragraph #3 hereof occur at anytime, Seller hereby authorizes the Purchaser to use this letter as confirmation of the assignment of the patents to the Purchaser.
7. Except as set forth in this letter, the Agreement shall remain in full force and effect.

If you agree that the foregoing sets forth our amendments to the Agreement, please so indicate by signing a copy of this letter in the space provided below and returning it to the undersigned.

Sincerely,

Andre' Di Mino
President

Agreed to and accepted
Electropharmacology, Inc.

By: 
Dr. Arup Sen, President

Schedule 1.2

<u>Patent Number</u>	<u>Date</u>
5,370,680	December 6, 1994
5,584,863	December 17, 1996
5,723,001	March 3, 1998