

Form PTO-1595 (Rev. 07/05)
OMB No. 0651-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

1. Vincent C. Giampapa
2. The Giampapa Institute for Anti-Aging Medical Therapy

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) APRIL 4, 2003

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☒ Other ASSET TRANSFER AGREEMENT

2. Name and address of receiving party(ies)

Name: KRONOGEN SCIENCES INC.

Internal Address: _____

Street Address: 750 Lexington Avenue

City: New York

State: New York

Country: USA Zip: 10022

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application or patent number(s):

A. Patent Application No.(s)
11/103728

☐ This document is being filed together with a new application.

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

5. Name and address to whom correspondence concerning document should be mailed:

Name: DAVIDOFF MALITO & HUTCHER LLP

Internal Address: _____

Street Address: 605 THIRD AVENUE - 34 FL

City: NEW YORK

State: NY Zip: 10158

Phone Number: (212) 557-7200

Fax Number: (212) 286-1884

Email Address: dwd@dmlegal.com

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00

- ☐ Authorized to be charged by credit card
☒ Authorized to be charged to deposit account
☐ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 50-3977

Authorized User Name DAVIDOFF MALITO & HUTCH

9. Signature:

Michael A. Adler MARCH 14, 2007
Signature Date

MICHAEL A. ADLER
Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

30

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

ASSET TRANSFER AGREEMENT

This ASSET TRANSFER AGREEMENT (the "Agreement") is made as of April 4, 2003 by and among KRONOGEN SCIENCES INC., a Delaware corporation ("Transferee" or "KRONOGEN SCIENCES"), The Giampapa Institute for Anti-Aging Medical Therapy, a sole proprietorship of the State of New Jersey (the "Company"), and Dr. Vincent C. Giampapa, the sole proprietor of the Company ("Dr. Giampapa" and collectively with the Company, the "Transferors").

WHEREAS, Transferors desire to transfer to Transferee, and Transferee desires to acquire from Transferors, substantially all of the assets used in connection with Transferors' operation of the anti-aging/age management business thereof (the "Business"), upon the terms and subject to the conditions herein contained; and

WHEREAS, in connection with the transfer of the Business to KRONOGEN SCIENCES, certain other parties will acquire equity interests therein.

NOW, THEREFORE, in consideration of and reliance upon the representations, warranties, covenants and conditions herein contained, the parties hereto hereby agree as follows:

1. TRANSFER AND ACQUISITION OF ASSETS.

1.1 Transfer of Assets.

On the terms and subject to the conditions of this Agreement and for the consideration set forth herein, at the Closing (as defined in Section 1.5.1 hereof), Transferors shall sell, convey, assign, transfer and deliver to Transferee, and Transferee shall acquire from Transferors, substantially all of the assets (other than the Excluded Assets (as defined in Section 1.2 hereof)) used or held for use by Transferors in connection with the Business (collectively, the "Acquired Assets"), including, without limitation, the following:

(a) Inventories. All inventory of Transferors in respect of the Business, whether or not located at the Premises (as defined in Section 1.2(d)) (the "Inventory"), on the Closing Date (as defined in Section 1.5.1). A summary by class of the Inventory as of April 1, 2003 is attached hereto as Schedule 1.1 (a).

(b) Intellectual Property. All Intellectual Property Rights (defined below) that are or may be used in connection with or necessary for the conduct of the Business, whether in use, under development or design, or inactive), including but not limited to, the names "The Giampapa Institute for Anti-Aging Medical Therapy," "Giampapa Institute," "Optigene Professional," "Optigene-X," "Optigene-X Age Management Sciences," "Xtend," "Agewell Sciences," "Time Machine," "Time Capsule," "PreZerve for Women", "PreZerve for Men" and all variations of such names), and any other names used by the Company, pharmaceutical

formulations, nutraceutical formulations, formulae, product information, production records, data, databases, software, all research and development relating to new products, designs or processes, all promotional materials, rights relating to existing and new products and services, and rights in publications, seminars, and programs ("Intellectual Property"); "Intellectual Property Rights" means, except as set forth in Section 1.2 hereof, all intellectual property rights and industrial property rights (throughout the universe, in all media, now existing or created in the future, for all versions and elements, in all languages, and for the entire duration of such rights) arising under statutory or common law, contract, or otherwise, and whether or not registered or otherwise perfected, including without limitation, all (a) rights associated with works of authorship including without limitation copyrights, moral rights, copyright applications, copyright registrations, synchronization rights, mask work rights, mask work applications, and mask work registrations; (b) rights associated with trademarks, service marks, trade names, logos, trade dress, Internet domain names, Internet and World Wide Web uniform resource locators and addresses and the applications for registration and registrations of such items; (c) rights relating to the protection of trade secrets and confidential information; (d) rights analogous to those set forth herein and all other proprietary rights relating to intangible property; (e) divisions, continuations, renewals, reissues and extensions of the foregoing (as and to the extent applicable) now existing, or later filed, issued, or acquired; and (f) causes of action for infringement of any of such rights that occurred prior to the Closing;

(c) Contracts. All rights of Transferors in and under contracts, licenses, commitments, purchase and sale orders and other agreements relating to the Business, including without limitation supplier contracts and distributorship agreements (collectively, "Contracts"). A list of all such Contracts is attached hereto as Schedule 1.1(c) showing, for each such Contract, the names of the parties, the subject of the Contract and the date of the Contract;

(d) Fixed Assets. All furniture, fixtures, office improvements, computers, equipment, supplies and other fixed assets and items of personal property used by Transferors exclusively in the conduct of the Business, a list of which is attached hereto as Schedule 1.1(d);

(e) Goodwill. All goodwill associated with the Business and the Acquired Assets, including without limitation the right of Transferee to represent itself as carrying on the Business under the names "The Giampapa Institute for Anti-Aging Medical Therapy", "Giampapa Institute", "Optigene Professional", "Optigene-X", "Optigene-X Age Management Sciences", "Xtend", "Agewell Sciences", "Time Machine", "Time Capsule", "PreZerve for Women", "PreZerve for Men" in succession to and to the exclusion of Transferors.

(f) Permits. All permits, non-medical licenses, franchises, registrations, certificates, consents, approvals and authorizations by governmental or regulatory authorities or bodies ("Permits") relating to the Business and the Acquired Assets, to the extent such Permits are assignable.

(g) Books and Records. All books and records (whether in hard copy or computer format) relating to the Business and the Acquired Assets including, without limitation, lists (including names and addresses) of clients, customers and suppliers; records with respect to costs, inventory and equipment; advertising matter, catalogues, correspondence, mailing lists,

sales materials and records; purchasing materials and records; and other records used in or required to continue the Business as now being conducted by Transferors;

(h) Transferors' cash and cash equivalents related to the Business, whether on hand or in bank accounts;

(i) All receivables, prepaid expenses and investments of Transferors related to the Business, and all refunds due to Transferors;

(j) all insurance policies relating to the Business or the Acquired Assets, and any and all amounts which may be payable thereunder (including any such amounts payable in respect of liabilities which are asserted after the Closing Date but which relate to events which occurred or circumstances which existed prior to the Closing); and

(k) Other. All other tangible and intangible property owned by Transferors used in the conduct of the Business.

1.2 Assets Not Acquired. Transferee expressly acknowledges and agrees that the following properties and assets (collectively, the "Excluded Assets") shall be excluded from, and shall not be counted among, the Acquired Assets:

(a) the medical practice (including cosmetic surgery practice) operated by Dr. Giampapa and all contracts, furniture, fixtures, equipment, goodwill, permits and books and records used principally by the Transferors in the conduct of such medical practice.

(b) any patents and patent applications which are not listed on Schedule 1.2(c) hereto;

(c) the building located at the premises owned by Transferors at 89 Valley Road, Montclair, New Jersey (the "Premises");

(d) Transferors' cash and cash equivalents not related to the Business, whether on hand or in bank accounts; and

(e) all receivables, prepaid expenses and investments of Transferors not related to the Business, and all refunds due to Transferors.

Notwithstanding anything to the contrary contained in Section 1.1 hereof or in any schedule hereto, Transferee is not purchasing the Excluded Assets or assuming any liability related thereto, and the Acquired Assets do not include any of the Excluded Assets.

1.3 No Assumption of Liabilities. Transferee shall not assume, and shall not be liable or responsible for, any liabilities or obligations of Transferors of any nature, whether known or unknown, fixed or contingent, accrued or unaccrued, in connection with the acquisition by Transferee of the Acquired Assets hereunder. Transferors shall remain liable and solely responsible for all liabilities and obligations of any kind whatsoever of the Transferors in respect of the Business, including but not limited to all claims and potential claims, accounts payable, salaries, wages, accrued benefits, taxes and any other liabilities and payments arising in

connection with the operations of the Transferors in respect of the Business or any act or omission of the Transferors (including, without limitation, malpractice, legal noncompliance, false claims, remuneration for referrals or otherwise under Medicare, Medicaid or any other payor arrangement).

1.4 Payments.

1.4.1 In consideration for the Acquired Assets the Transferee shall issue to Dr. Giampapa and to the other persons identified on Schedule 1.4.1 hereto (collectively with Dr. Giampapa, the "Stockholders") on the Closing Date an aggregate of 1,190,000 unregistered shares (the "Stock Consideration") of the common stock, par value \$.01 (the "Common Stock") of the Transferee in the denominations set forth therein.

1.4.2 The parties hereto shall allocate the consideration paid hereunder in accordance with Schedule 1.4.2 hereto. Transferee and Transferors agree to file all required federal, state and local tax returns in accordance with the allocation set forth on such schedule.

1.5 Closing.

1.5.1 Closing Date. The closing of the acquisition and transfer of the Acquired Assets (the "Closing") shall take place at the offices of Blank Rome LLP, 405 Lexington Avenue, New York, New York at 10:00 a.m. on April 4, 2003, or at such other place, date and/or time as Transferee and Transferors may agree. The date on which the Closing occurs shall be referred to herein as the "Closing Date".

1.5.2 Transferors' Deliveries at Closing. At the Closing, Transferors shall deliver or cause to be delivered the following to Transferee against delivery of the items specified in Section 1.5.3:

- (a) duly executed bill of sale for all personal property included in the Acquired Assets;
- (b) an assignment of all Contracts and Intellectual Property included in the Acquired Assets;
- (c) the compliance certificate referred to in Section 8.2.1 hereof;
- (d) all third party consents necessary for consummation of the transactions contemplated hereby;
- (e) the Lease (as defined in Section 8.1.4 hereof);
- (f) the Employment Agreements (as defined in Section 8.2.10 hereof);
- (g) the License Agreement (as defined in Section 8.1.7 hereof);

(h) the Stockholders Agreement (as defined in Section 8.1.8 hereof);

(i) the Optigene-X Agreement (as defined in Section 8.2.9 hereof);

(j) General Releases (as defined in Section 8.2.12 hereof) from ProStorm Media Solutions, Maximum Human Performance, Inc. ("Maximum Human Performance"), Optigene-X, LLC ("Optigene-X"), Lawrence G. Drappi, Gerard Dente, Michael M. Gallicchio, Daniel B. Newton and the Transferors;

(k) the Systems Development and Management Agreement (as defined in Section 8.1.9); and

(l) all such other endorsements, assignments and other documents and instruments as shall be necessary to transfer to the Transferee good and marketable title to the Acquired Assets or as shall otherwise be reasonably requested by Transferee in order to effect the transactions contemplated hereby.

Simultaneously with such deliveries, Transferors shall take such steps as are necessary to put Transferee in actual possession and control of the Acquired Assets.

1.5.3 Transferee's Deliveries at Closing. At the Closing, Transferee shall deliver or cause to be delivered to (or pursuant to the instructions of) Transferors the following against delivery of the items specified in Section 1.5.2 hereof:

(a) stock certificate(s) representing the aggregate Stock Consideration issued in the names of the persons named, and denominations listed, on Schedule 1.4.1;

(b) Certified resolutions of Transferee's Board of Directors authorizing consummation of the transactions contemplated by this Agreement;

(c) the compliance certificate referred to in Section 8.1.1 hereof;

(d) the Lease;

(e) the Employment Agreements;

(f) the Stockholders Agreement;

(g) the Systems Development and Management Agreement; and

(h) all such other documents and instruments as shall be reasonably requested by Transferors in order to effect the transactions contemplated hereby.

2. REPRESENTATIONS AND WARRANTIES OF TRANSFERORS AND DR. GIAMPAPA.

Subject to the limitations set forth in Section 7.1 hereof, Transferors hereby represent and warrant to Transferee that:

2.1 Organization and Authority. The Company: (i) is a sole proprietorship owned and operated by Dr. Giampapa. The Transferors have all necessary power to own and lease the properties thereof, to carry on the business thereof as now being conducted and at Closing will have the power to enter into and perform this Agreement. The Transferors are qualified to do business in all jurisdictions in which the failure to so qualify would have a material adverse effect on the Acquired Assets, or Business or on the condition (financial or otherwise); prospects or results of operations or financial condition of the Transferors (a "Material Adverse Effect").

2.2 Authority Relating to this Agreement; No Other Violation of Other Instruments.

2.2.1 The execution and delivery of this Agreement and the performance hereunder by Transferors has been duly authorized by all necessary action, if any, on the part of Transferors and this Agreement will constitute a legal, valid and binding obligation of Transferors, enforceable against Transferors in accordance with its terms, subject as to enforcement: (i) to bankruptcy, insolvency, reorganization, arrangement, moratorium and other laws of general applicability relating to or affecting creditors' rights; and (ii) to general principles of equity, whether such enforcement is considered in a proceeding in equity or at law.

2.2.2 Neither the execution and delivery of this Agreement by Transferors nor the performance hereof by Transferors will: (i) conflict with or result in any breach or violation of the terms of any decree, judgment, order, law or regulation of any federal, state, local or foreign court, administrative or regulatory agency or commission or other governmental authority or instrumentality (collectively, "Governmental Entities") now in effect applicable to Transferors or the Acquired Assets; or (ii) conflict with, or result in (with or without the passage of time or the giving of notice or both) any breach of any of the terms, conditions and provisions of, or constitute a default under, or give rise to any right of termination, cancellation or acceleration of, or result in the creation of any lien, charge, pledge, security interest, imperfection of title, claim or other encumbrance (each a "Lien") upon any of the Acquired Assets pursuant to, any indenture, mortgage, lease, agreement or other instrument to which either of the Transferors is a party or by which it or any of the Acquired Assets are bound which, in the case of clauses (i) and (ii) above, either individually or in the aggregate could reasonably be expected to materially adversely affect the ability of either of the Transferors to effectuate the transactions contemplated herein.

2.2.3 No consent from any third party and no consent, approval or authorization of, or declaration, filing or registration with, any Governmental Entity is required to be made or obtained in order to permit the execution, delivery or performance of this Agreement by Transferors, or the consummation of the transactions contemplated by this Agreement, except where the failure to obtain any such consent, approval, authorization or

declaration or make any filing or registration will not, either individually or in the aggregate, materially adversely affect the ability of the Transferors to effectuate the transactions contemplated herein.

2.3 Ownership and Delivery of Assets. Except for the Excluded Assets, the Acquired Assets comprise all of the properties and assets which are necessary in order to enable Transferee to carry out the Business after the Closing Date on substantially the same basis as is now conducted by Transferors and Optigene-X. Transferors are the true and lawful owner of the Acquired Assets and have all necessary power and authority to transfer the Acquired Assets to Transferee free and clear of all Liens other than Liens for current real and personal property taxes not yet due and payable (collectively, the "Permitted Liens"). Upon delivery to Transferee on the Closing Date of the bill of sale and other instruments of conveyance with respect to the Acquired Assets, Transferee will acquire good and marketable title to the Acquired Assets, free and clear of all Liens other than Permitted Liens.

2.4 Compliance with Law; Permits.

2.4.1 The Business is being conducted in compliance in all material respects with all laws, statutes, ordinances, rules, regulations, requirements, judgments, orders and decrees (collectively, "Laws") of all Governmental Entities having jurisdiction over the Business, the Acquired Assets and the operations of the Business or otherwise applicable to or binding upon Transferors or the Acquired Assets or Business. The Transferors have not received notification that any investigation or inquiry is being or has been conducted by any Governmental Entity with respect to Transferors in respect of the Business and, to the best knowledge of Transferors, (i) no such investigation or inquiry is threatened and (ii) to the best knowledge of Transferors, no fact exists or event or circumstance has occurred which would be reasonably likely to give rise to any such investigation or inquiry.

2.4.2 Transferors hold or have applied for, are in compliance with the terms of and are entitled to all of the benefits under, all Permits of all Governmental Entities necessary for the conduct of the Business as currently conducted, except where the failure to obtain such Permit would not, individually or in the aggregate, be reasonably likely to have a Material Adverse Effect. No defaults are or have been recorded with any Governmental Entity in respect of any of the Permits, except such defaults which would not, individually or in the aggregate, be reasonably likely to have a Material Adverse Effect, and no proceeding is pending or, to the best knowledge of Transferors, threatened to revoke, limit or impose conditions on any of the Permits, and to the best knowledge of Transferors, no fact exists or event or circumstance has occurred which would be reasonably likely to give rise to any such revocation, limitation or imposition of conditions.

2.4.3 Transferors have not received notice of, or suffered, any suspension, termination or revocation of any license, certification or participation in any federal, state or local program ("Government Program").

2.4.4 There are no claims, actions or appeals pending before any commission, board or agency, including any fiscal intermediary or carrier, Governmental Entity or the Administrator of the Centers for Medicare and Medicaid Services, with respect to any

Government Program cost reports or claims filed in respect of either of the Transferors or any aspect of the Business or related entities referred to above, on or before the date of this Agreement. No investigation, audit, validation review or program integrity review related to either of the Transferors or the Business or related entities referred to above, or the consummation of the transactions contemplated by this Agreement, or related to any of the Acquired Assets has been conducted by any commission, board, agency or Government Entity in connection with the Government Programs, and to the best knowledge of Transferors, no such investigations, audits, validation reviews or program integrity reviews are scheduled, pending or threatened against or affecting Transferors with respect to any of the Business or related entities referred to above or any of the Acquired Assets, or the consummation of the transactions contemplated by this Agreement.

2.4.5 All billing practices of Transferors to all third party payors, including the Government Programs and private insurance companies, have been in compliance in all material respects with all applicable Laws, regulations and policies of such third party payors and Government Programs, and Transferors have not billed or received any payment or reimbursement in excess of amounts allowed by Law.

2.4.6 No Transferor has, and to the best knowledge of Transferors, no person or entity affiliated with the Business or any partner, member, director, officer or employee of Transferors or any agent acting on behalf of or for the benefit of any of the foregoing, has, directly or indirectly in connection with the Business: (i) offered or paid any remuneration, in cash or in kind, to, or made any financial arrangements with, any past, present or potential clients or customers, past or present suppliers, patients, contractors or third party payors of Transferors or the Business in order to obtain business or payments from such Persons other than in the ordinary course of business; (ii) given or agreed to give, or is aware that there has been made or that there is any agreement to make, any gift or gratuitous payment of any kind, nature or description (whether in money, property or services) to any client or potential client, customer or potential customer, supplier or potential supplier, contractor, third party payor or any other Person other than in connection with promotional or entertainment activities in the ordinary course of business; (iii) made or agreed to make, or is aware that there has been made or that there is any agreement to make, any contribution, payment or gift of funds or property to, or for the private use of, any government official, employee or agent where either the contribution, payment or gift or the purpose of such contribution, payment or gift is or was illegal under the Laws of the United States or under the Laws of any state or any other Governmental entity having jurisdiction over such payment, contribution or gift; (iv) established or maintained any unrecorded fund or asset for any purpose or made any misleading, false or artificial entries on any of its books or records for any reason; or (v) made, or agreed to make, or is aware that there has been made or that there is any agreement to make, any payment to any Person with the intention or understanding that any part of such payment would be used for any purpose other than that described in the documents supporting such payment.

2.5 Financial Statements. Transferors have delivered to Transferee financial statements (the "Financial Statements") as follows: balance sheet for Optigene-X, LLC as of March 3, 2003, which is set forth on Schedule 2.5 hereof. Each Financial Statement as well as the notes thereto is in accordance with the books and records of Transferors, fairly presents in all

material respects the financial position of the Company at the date indicated and the results of operations of the Company for the period indicated.

2.6 Absence of Undisclosed Liabilities. Transferors do not have, and as of the Closing Date Transferors will not have, any obligations or liabilities of any nature whatsoever (fixed or contingent, known or unknown, accrued or unaccrued) relating to the Business other than (i) those set forth or otherwise provided for in the Financial Statements, (ii) those incurred in the ordinary course of business since March 3, 2003 (the "Latest Financial Statement Date") and (iii) those arising under or pursuant to this Agreement.

2.7 Taxes. Transferors have, with respect to the Business and the Acquired Assets: (i) timely filed, in accordance with any applicable laws, rules and regulations, all material returns, statements, reports, estimates, declarations and forms (collectively, "Tax Returns") required to be filed by it with respect to all income, franchise, excise, real and personal property, sales, use, value-added, payroll, withholding, social security and other taxes imposed by any Governmental Entity ("Taxes"), (ii) paid all Taxes shown to have become due pursuant to such Tax Returns, and (iii) paid all Taxes for which a notice of, or assessment or demand for, payment has been received, other than Taxes which are being contested in good faith. Except for such failure as has not had, and would not be reasonably expected to have, a Material Adverse Effect, all Tax Returns filed by Transferors are true, correct and complete, and all Taxes for which Transferors are liable have been paid or adequate provisions in the financial books of the Business have been made. All amounts required to be collected or withheld by Transferors with respect to Taxes have been duly collected or withheld and any such amounts that are required to be remitted to any taxing authority have been duly remitted. No extension of time within which to file any Tax Return under which Transferee could be held responsible has been requested, which Tax Return has not since been filed. There are no waivers or extensions of any applicable statute of limitations for the assessment or collection of Taxes with respect to any Tax Return for which Transferee could be held responsible which remain in effect. No Tax Returns filed by Transferors have been audited by any taxing authority.

2.8 Absence of Certain Changes. Since the Latest Financial Statement Date, Transferors have conducted the Business only in the ordinary course consistent with past practice, and Transferors have not, with respect to either the Business or the Acquired Assets:

- (i) experienced any event or circumstances (other than those, if any, resulting from changes in general conditions applicable to the industry in which the Business is involved) which has had or would be reasonably expected to have a Material Adverse Effect;
- (ii) discharged or satisfied any Lien or paid any obligation or liability, absolute, accrued, contingent or otherwise, whether due or to become due, other than in the ordinary course of the Business consistent with past practice;
- (iii) subjected any of the Acquired Assets to a Lien (other than a Permitted Lien);

(iv) sold, transferred, leased to others or otherwise disposed of any of the Acquired Assets, except for Inventory sold in the ordinary course of business, or cancelled or compromised any debt or claim, or waived or released any right of substantial value;

(v) suffered any damage, destruction or loss (whether or not covered by insurance) which, individually or in the aggregate, has had or is reasonably likely to have a Material Adverse Effect;

(vi) made any change in the rate of compensation, commission, bonus or other direct or indirect remuneration payable, or paid or agreed to pay, conditionally or otherwise, any bonus, incentive, retention or other compensation, retirement, welfare, fringe or severance benefit or vacation pay, to or in respect of any employee or agent of Transferors;

(vii) encountered any labor union organizing activity, had any actual or threatened employee strikes, work stoppages, slowdowns or lockouts, or had any material change in its relations with its employees, agents, clients, customers or suppliers;

(viii) failed to replenish the Inventory in a normal and customary manner consistent with its past practice, or made any purchase commitment in excess of the normal, ordinary and usual requirements of the Business or at any price in excess of the then current market price or upon terms and conditions more onerous than those usual and customary in the industry, or made any change in its selling, pricing, advertising or personnel practices inconsistent with its past practice;

(ix) made any capital expenditures or capital additions or improvements in excess of an aggregate of \$10,000;

(x) instituted, settled or agreed to settle any proceeding before any Governmental Entity;

(xi) entered into any Contract other than in the ordinary course of the Business;

(xii) revalued any of the Acquired Assets, or made any change in accounting methods or practices (including, without limitation, any change in depreciation or amortization policies); or

agreed to do any of the foregoing.

2.9 Inventories. The Inventory consists of good and saleable current inventory of Transferors.

2.10 Personal Property. Transferors have good title, free and clear of all Liens, to all equipment, furniture, other personal property reflected on Schedule 1.1(d), and (i) all such

personal property is in good operating condition, ordinary wear and tear excepted, and (ii) all of the leases to personal property utilized in the Business are valid and enforceable and are not in default.

2.11 Intellectual Property. Except as set forth on Schedule 2.11, Transferors own and all rights, title, and interest in and to, and have independently developed or otherwise have the full right or license to transfer in accordance with this Agreement, all Intellectual Property free and clear of Liens. Schedule 2.11 (a) identifies all Intellectual Property that is not owned by Transferors ("Licensed Intellectual Property") and identifies the owner of Licensed Intellectual Property; (b) identifies all Licensed Intellectual Property for which Transferors' right or license is not exclusive; (c) identifies all Internet domain names, Internet and World Wide Web uniform resource locators and addresses included in the Intellectual Property; (d) sets forth a description of all trademarks, service marks, and other indicia of origin (registered or unregistered), trade names, and assumed names included in the Intellectual Property and identifies the jurisdiction of registration, if any, and registration number, if any; and (e) sets forth a description of all copyright registrations and applications for copyright registrations. Transferors and their predecessors in interest have taken all necessary and appropriate steps to protect, preserve, and maintain the secrecy and confidentiality of Transferors' confidential information and to preserve and maintain all Transferors' interests and proprietary rights in Intellectual Property. Neither the consummation of this Agreement nor the transactions contemplated by this Agreement will result in any termination or any restriction (other than restrictions on persons other than Transferee arising from the grant of exclusive rights to Transferee) being imposed on any Intellectual Property and will not infringe the rights, including without limitation, Intellectual Property Rights, of any person. No claims have been asserted by any person related to the use of any Intellectual Property, challenging or questioning the Transferors' rights, including without limitation, Intellectual Property Rights, title, or interest in or to or validity or effectiveness of any Intellectual Property, and to the best of the Transferors' knowledge, there is no basis for any such claim.

2.12 Litigation. There are no actions, suits, claims, proceedings or investigations pending against or, to the best knowledge of Transferors, threatened against or affecting either of the Transferors or the Business or any of the Acquired Assets, or any officer, director or equity owner of the Company before any court or arbitrator or any other Governmental Entity and, to the best knowledge of Transferors, there is no valid basis for any such action, suit, proceeding, investigation or claim. There is no judgment, decree or order against Transferors or any director, officer or equity owner of the Company that could prevent, enjoin, alter or materially delay any of the transactions contemplated by this Agreement, or that has had or is reasonably likely to have a Material Adverse Effect.

2.13 Personnel.

2.13.1 Schedule 2.13 comprises a list of (i) all Employee Plans (as hereinafter defined) and all contracts or agreements with directors, officers, employees or consultants to which either of the Transferors is a party or is subject as of the date of this Agreement; (ii) the names, hire dates, accrued wages (including salaries, commissions and bonuses), severance pay, vacation pay, sick leave or other benefits, current salary rates, bonuses paid during the last fiscal year and (iii) all group insurance programs in effect for employees of

Transferors. Transferors are not in default with respect to any of the obligations so listed. Transferors have delivered to Transferee complete and correct copies of all such written obligations and complete summaries of all such oral obligations. Transferors have no union contracts or collective bargaining agreements with, or any other obligations to, employee organizations or groups relating to the Business, nor are Transferors currently engaged in any labor negotiations except in minor grievances not involving any employee organization or group, nor, to the best knowledge of Transferors, are Transferors the subject of any union organization affecting the Business. There is no pending or, to the best knowledge of Transferors, threatened labor dispute, strike or work stoppage affecting the Business. All plans listed on Schedule 2.13 are in full compliance with applicable provisions of the Employees Retirement Income Security Act of 1974, as amended ("ERISA"), and regulations issued under ERISA, and there is no unfunded liability with respect to such plans. Schedule 2.13 also lists the amount payable to employees of Transferors under other fringe benefit plans. The term "Employee Plan" includes all present and prior (including terminated and transferred) plans, programs, agreements, arrangements and methods of contributions or compensation (including all amendments to and components of the same, such as a trust with respect to a plan) providing any remuneration or benefits, other than current cash compensation, to any current or former employee of Transferors or to any other person who provides services to Transferors' business, whether or not such plan or plans, programs, agreements, arrangements and methods of contribution or compensation are subject to ERISA, and whether or not such plan or plans, programs, agreements, arrangements and methods of contribution or compensation are qualified under the Internal Revenue Code of 1986, as amended. The term Employee Plan includes, but is not limited to, pension, retirement, profit sharing, percentage compensation, stock purchase, stock option, bonus and non-qualified deferred compensation plans. The term Employee Plan also includes, but is not limited to, disability, medical, dental, workers compensation, health insurance, life insurance or other death benefits, incentive, severance plans, vacation benefits and fringe benefits. The term Employee Plan also includes, but is not limited to, any employee plan that is a multi-employer plan as defined in Section 3(37) of ERISA.

2.13.2 Transferors have no employment agreements, oral or written, with any of the employees thereof. Transferors have paid in full, or will arrange for payment in full, as of the Closing Date, all salary, wages, accrued benefits, all withholding, social security, unemployment insurance, business privilege and payroll taxes, and all other taxes with respect to the Business and with respect to all employees of Transferors.

2.14 Insurance. Schedule 2.14 constitutes a list of all insurance policies and bonds in force with respect to Transferors relating to the Business showing for each such policy or bond: (i) the owner; (ii) the coverage of such policy or bond; (iii) the amount of premium properly allocable to such policy or bond; (iv) the name of the insurer; and (v) the termination date of the policy or bond. All such insurance policies and bonds are in full force and effect, and the insurance coverage provided by such policies and bonds is adequate for the conduct of the business conducted by Transferors in accordance with good business practices.

2.15 Certain Payments. Neither Transferors, nor to the best knowledge of Transferors, any director, officer, equity owner, employee or agent of Transferors, has made or caused to be made, directly or indirectly, the payment of any consideration whatsoever to any public official, candidate for public office, political party, or other third person in connection

with the Business of Transferors, or pertaining to Transferors' relations with any client, customer, supplier or creditor, in contravention of the Laws of any applicable jurisdiction.

2.16 Brokers and Finders. Neither Transferors', nor any director, officer, stockholder, employee or agent of Transferors has retained any broker or finder in connection with the transactions contemplated by this Agreement.

2.17 Contracts. Neither Transferors nor, to the best knowledge of Transferors, any other party to any of the Contracts is in default in performance of, or not in compliance with any material provisions of, such Contracts. Neither of the Transferors has any knowledge of any intent by any other party not to perform its obligations under any such Contract. Transferors have the right to assign all Contracts to Transferee pursuant to this Agreement and neither the assignment of such Contracts nor the consummation of the transactions contemplated by this Agreement permits any party to any such Contract, or to the best knowledge of Transferors, would lead any party to such Contract, to terminate or alter such Contract.

2.18 Absence of Environmental Liabilities. Transferors have complied in all material respects with all applicable environmental laws, orders, regulations, rules and ordinances adopted, imposed or promulgated by any Governmental Entity relating to Transferors' owned or leased properties. Neither Transferors nor any of such properties are in violation of any federal, state or local law, ordinance or regulation relating to industrial hygiene, worker safety, environmental hazardous materials or waste or toxic materials on, under or about any of the properties, including soil and waste water conditions. No current use of any of Transferors' properties constitutes a public or private nuisance. The environmental licenses, permits, clearances, consents and authorizations, if any, material to the operations of Transferors are in full force and effect. Transferors are not aware of any fact or circumstance that could involve Transferors or, following the Closing Date, Transferee in any environmental litigation or impose any material environmental liability upon Transferors or, following the Closing Date, Transferee.

2.19 Accuracy of Documents and Information. The copies of all instruments, agreements, other documents and written information set forth as, or referenced in, Schedules or Exhibits to this Agreement or specifically required to be furnished pursuant to this Agreement to Transferee by Transferors are and will be materially complete and correct.

2.20 Customers and Vendors. Schedule 2.20 sets forth a complete and correct list, as of March 3, 2003, of customers and vendors of the Company. There are no (i) outstanding disputes between any of such customers or vendors and Transferors with respect to the Business or either of the Transferors or (ii) threatened cancellations by any of such clients, customers or suppliers with respect to the Business or Transferors. Neither Transferor has suffered any adverse changes in his or its business relationship with any such customer or vendor, and neither of the Transferors has received any indication, whether by written notice, oral statement or otherwise, that any such customer or vendor will cease to continue its business relationship with the Business after the date hereof on substantially the same basis as now exists.

2.21 Securities Act Representation. Each of Dr. Giampapa and the other Stockholders are acquiring the Stock Consideration solely for investment purposes, with no

intention of distributing or reselling any such stock or any interest therein. Each such person is aware that the Stock Consideration will not be registered under the Securities Act of 1933, as amended (the "Securities Act"), and that neither the Stock Consideration nor any interests therein may be sold, pledged, or otherwise transferred unless the Stock Consideration is registered under the Securities Act or qualifies for an exemption under the Securities Act. Each such person hereby consents that a legend shall be placed upon all certificates for the Stock Consideration providing substantially as follows:

"THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT") AND MAY NOT BE SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT OR AN OPINION OF COUNSEL SATISFACTORY TO THE CORPORATION THAT SUCH REGISTRATION IS NOT REQUIRED."

In addition, each of Dr. Giampapa and the other Stockholders (i) further consents to stop transfer instructions being placed against all certificates representing the Stock Consideration, (ii) has had an opportunity to ask questions of KRONOGEN SCIENCES or its management concerning KRONOGEN SCIENCES and its financial condition and any such questions were answered to his complete satisfaction and (iii) has such expertise and knowledge in financial and business matters that he is capable of evaluating the merits and risks of an investment in KRONOGEN SCIENCES.

3. REPRESENTATIONS AND WARRANTIES OF TRANSFEREE.

Subject to the limitations set forth in Section 7.1 hereof, Transferee hereby represents and warrants to Transferors that:

3.1 Organization and Authority. Transferee is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware. Transferee has all necessary corporate power and authority to enter into and perform this Agreement.

3.2 Authority Relating to this Agreement, No Violation of Other Instruments.

3.2.1 The execution and delivery of this Agreement and the performance hereunder by Transferee have been duly authorized by all necessary corporate action on the part of Transferee and, assuming execution of this Agreement by the other parties hereto, this Agreement will constitute a legal, valid and binding obligation of Transferee, enforceable against Transferee in accordance with its terms, subject as to enforcement: (i) to bankruptcy, insolvency, reorganization, arrangement, moratorium and other laws of general applicability relating to or affecting creditors' rights; and (ii) to general principles of equity, whether such enforcement is considered in a proceeding in equity or at law.

3.2.2 Neither the execution of this Agreement nor the performance hereof by Transferee will: (i) conflict with or result in the breach or violation of the terms of any

decree, judgment, order, law or regulation of any Governmental Entity now in effect applicable to Transferee; (ii) conflict with, or result in (with or without the passage of time or the giving of notice or both) any breach of any of the terms, conditions and provisions of, or constitute a default under, or give rise to any right of termination, cancellation or acceleration of, or result in the creation of any Lien upon any of Transferee's assets pursuant to, any indenture, mortgage, lease, agreement or other instrument to which Transferee is a party or by which it or any of its assets is bound; or (iii) violate or conflict with any provisions of Transferee's Certificate of Incorporation or Bylaws.

3.2.3 Consents. No consent from any third party and no consent, approval or authorization of, or declaration, filing or registration with, any Governmental Entity is required to be made or obtained by Transferee in order to permit the execution, delivery or performance of this Agreement by Transferee, or the consummation of the transactions contemplated by this Agreement.

3.3 Brokers and Finders. Neither Transferee nor any stockholder, director, officer, employee or agent of Transferee has retained any broker or finder in connection with the transactions contemplated by this Agreement.

4. CONDUCT OF BUSINESS BY TRANSFERORS PENDING THE CLOSING

4.1 Affirmative Covenants. During the period from the date of this Agreement until the Closing Date, except as Transferee may otherwise consent to in writing (which consent shall not be unreasonably withheld) or as otherwise contemplated by this Agreement, Transferors shall, in respect of the Business and the Acquired Assets:

- (i) operate the Business only in the usual, regular and ordinary course and in accordance with past practice and in accordance with all applicable Laws;
- (ii) use reasonable best efforts, in the ordinary course of the Business consistent with past practice, to preserve intact the Business and Transferors' business organization and keep available the services of the officers, directors, employees, agents and consultants of the Company;
- (iii) maintain the Acquired Assets in the usual, regular and ordinary course and in accordance with past practice;
- (iv) use reasonable best efforts to maintain insurance in full force and effect with respect to the Business and the Acquired Assets that is comparable in amount, scope and type to that in effect on the date of this Agreement;
- (v) use reasonable best efforts, in the ordinary course of the Business consistent with past practice, to preserve its relationships with the clients, suppliers, customers and others having business dealings with the Business, and to preserve the goodwill and ongoing operations of the Business;
- (vi) maintain the Company's books and records in the usual, regular and ordinary manner, on a basis consistent with prior years; and

(vii) perform and comply in all material respects, in the ordinary course of the Business consistent with past practice, with all obligations under the Contracts.

4.2 Negative Covenants. During the period from the date of this Agreement until the Closing Date, except as Transferee may otherwise consent to in writing (which consent shall not be unreasonably withheld) or as otherwise contemplated by this Agreement, Transferors shall not, in respect of the Business and the Acquired Assets:

- (i) acquire, by merger, consolidation, purchase or otherwise, a material amount of assets other than in the ordinary course of the Business;
- (ii) incur, assume, guaranty or otherwise become liable in respect to any indebtedness for money borrowed or subject any of the Acquired Assets to any Lien other than Permitted Liens;
- (iii) sell, lease, transfer, assign or otherwise dispose of any material portion of the Acquired Assets, except for sales of Inventory and other dispositions in the ordinary course of the Business consistent with past practice;
- (iv) enter into any Contract, or modify, terminate, amend or grant any waiver in respect of any Contract, except, in either case, in the ordinary course of the Business consistent with past practice;
- (v) hire any employees, grant to any employee any increase in compensation in any form (other than pursuant to existing Contracts and Employee Plans, and except for regularly scheduled increases made in the ordinary course of the Business and consistent with past practice);
- (vi) enter into any transaction, take any action, or by inaction permit any event to occur, that would result in any of the representations and warranties of Transferors contained herein not being true and correct in all material respects immediately after the occurrence of such transaction, action or event or on the Closing Date;
- (vii) mortgage or charge assets of the Business other than with Permitted Liens; or
- (viii) agree or otherwise commit to take any of the actions prohibited by the foregoing clauses (i) through (vii).

5. ADDITIONAL COVENANTS.

5.1 Employment Matters. Effective as of the Closing Date, Transferee may, but shall not be required to (except in connection with the Employment Agreements) offer employment to any of the employees of the Transferors (the "Employees") on such terms and conditions as shall be determined by the Transferee in its sole discretion. Transferors shall be responsible for all debts, obligations and liabilities to the employees of the Transferors including,

without limitation, all benefit claims of all such employees whether they accept employment with Transferee or not, with respect to disability, illness or any other state of facts occurring before the Closing Date. Transferors shall, by the Closing Date, pay to each of the Employees the amount for unused vacation and the amount for sick pay accrued through the Closing Date in a manner consistent with Transferors' vacation and sick pay policies. Transferee shall not be responsible for the payment of any such unused vacation or sick pay accrued through the Closing Date.

5.2 Medical Practice Activities. The parties agree that to the extent that Dr. Giampapa uses, refers or prescribes KRONOGEN SCIENCES products for use on or by his patients, or directs any of his medical practice employees or associates to do so, Dr. Giampapa shall comply with all applicable restrictions on, or other restrictions affecting, such activities under New Jersey law. Without limiting the generality of the foregoing, Dr. Giampapa, in his medical practice, may offer to and provide to a patient medications, including a prescription drug or an over-the-counter preparation or vitamin or food supplement at the net discounted cost of providing these goods plus an administrative fee not to exceed ten percent (10%) of the cost of the item. Dr. Giampapa shall bill patients directly, in his name, or the name of his practice, for the cost of the KRONOGEN SCIENCES products. No third party payer, public or private, shall be billed for these products.

5.3 Restrictive Covenant. Commencing on the date hereof and continuing until the later of (i) one year after Dr. Giampapa's employment with KRONOGEN SCIENCES is terminated (or two years in the event of resignation or termination for cause under the Giampapa Employment Agreement) and (ii) one year after such time that Dr. Giampapa (and/or any permitted transferees thereof under the Stockholders Agreement) are no longer shareholders of KRONOGEN SCIENCES (the "Restricted Period"), the Transferors each agree to not directly or indirectly:

(a) solicit or attempt to solicit for employment or employ any officer, employee or agent employed by Transferee or take any action which constitutes an interference with or disruption of any of KRONOGEN SCIENCES' business activities at any time during the Restricted Period;

(b) induce or attempt to influence any physician, other health care professional or health care facility or provider that has a referring or contractual relationship with Transferee, at any time during the Restricted Period to terminate that relationship; or

(c) engage in, have an interest in, or render any services to or on behalf of, directly or indirectly (as an officer, director, stockholder, partner, associate, employee, consultant, owner, agent, creditor, co-venturer or otherwise), any other business entity which (i) is engaged in the anti-aging/age management and medical practice management businesses or (ii) offers products or services similar to or competitive with products and services offered by KRONOGEN SCIENCES in the markets and territories in which KRONOGEN SCIENCES' products or services are offered at such time (including a private physician's office); provided, however, that nothing contained herein shall preclude such party from purchasing or owning less than 1% of the outstanding stock in any business listed on a national securities exchange or

authorized for quotation on an inter-dealer quotation system of a registered national securities association.

5.4 Confidentiality.

5.4.1 No party hereto shall disclose the terms of the transaction contemplated hereby, without the prior written consent of the other parties hereto, to anyone other than such party's board of directors and stockholders and such members of management and other employees who have a need to know, and its legal counsel and auditors, except as otherwise required by any applicable Laws.

5.4.2 Until the Closing Date or, in the event of the termination of this Agreement pursuant to Section 9, after the date of such termination, each of the parties hereto, and their respective consultants, advisors, officers and directors, shall hold in confidence and not divulge or use any Confidential Information (as defined below) of the other obtained from the other in connection with this Agreement and the transactions contemplated hereby, or given to them by the other or by others performing services for the other or in a confidential relationship with the other, except to the extent (a) required by applicable law, (b) such Confidential Information becomes otherwise ascertainable from public sources, (c) such Confidential Information is disclosed to such party by a person not known by such party to be subject to a confidentiality agreement or (d) such Confidential Information was previously known by such party.

5.4.3 Transferors each hereby covenant that, after the Closing, it or he will not, without the prior written consent of Transferee, disclose to any person any Confidential Information relating to or concerning the Acquired Assets or the Business, except to its officers, directors, employees and representatives who need to know such information for purposes of taxes, accounting, pending litigation and other matters necessary in respect of Transferors' ownership, prior to the Closing Date, of the Acquired Assets or the Business. In the event that Transferors are requested or required by documents subpoena, civil investigative demand, interrogatories, requests for information, or other similar process to disclose any information supplied to Transferors in the course of its ownership of the Acquired Assets, Transferors will provide Transferee with prompt notice of such request or demands or other similar process so that Transferee may seek an appropriate protective order.

5.4.4 As used herein, the term "Confidential Information" shall mean, with respect to any person, any and all information (oral and written), other than such information which can be shown to be in the public domain (such information not being deemed to be in the public domain merely because it is embraced by more general information which is in the public domain) other than as a result of a breach of the provisions of this Section 5.4, including, but not limited to, business secrets, techniques and know-how, and information relating to clients, customers and prospects, suppliers, pricing, costs, marketing, and selling and servicing.

5.5 Filings; Consents; Removal of Objections. It is the intent of the parties hereto to consummate the transactions contemplated by this Agreement at the earliest practicable time, and such parties hereby agree that, subject to the terms and conditions herein contained,

promptly after the date hereof each such party hereto shall cooperate with the other and use its reasonable best efforts to take, or cause to be taken, all actions, and to do, or cause to be done, all things necessary, proper or advisable, in order to ensure that the conditions set forth in Section 8 hereof are satisfied and in order to consummate the transactions contemplated by this Agreement.

5.6 Access to Information. During the period commencing on the date of this Agreement and ending on the Closing Date, (i) Transferors shall provide, or cause to be provided to, Transferee and its representatives, (A) such financial and operating data and other information as Transferee or its representatives may from time to time reasonably request with respect to the Business and the Acquired Assets, and (B) reasonable access during normal business hours to the assets, properties, plants, offices, warehouses and other facilities, books and records of the Business and the Acquired Assets as Transferee may from time to time reasonably request; and (ii) Transferee and its representatives shall be entitled to consult with the representatives, officers and employees of Transferors with respect to the Business. Each of the Transferors agrees that no investigation by Transferee or its representatives shall affect or limit the scope of the representations and warranties of Transferors contained herein or in any other documents or instruments delivered by Transferors pursuant hereto.

5.7 Mail; Payments. Each of the Transferors authorizes and empowers Transferee on and after the Closing Date to receive and open the mail and other communications received by Transferee relating to the Business and the Acquired Assets and to deal with the contents of such communications in any proper manner. Transferors shall promptly deliver to Transferee any mail or other communication received by it or him after the Closing Date pertaining to the Business or the Acquired Assets. Transferors, on the one hand, and Transferee, on the other hand, as the case may be, shall promptly (but, in any event, not more than five business days after receipt thereof) pay or deliver to the other party any cash or checks which have been mistakenly sent to it but which should properly have been sent to such other party.

5.8 Name Change. Except as otherwise consented to by the Transferee in writing, Transferors shall not use the name "Giampapa Institute for Anti-Aging Medical Therapy" or any name confusingly similar thereto.

5.9 Further Assurances. After the Closing, Transferors shall from time to time, at the request of Transferee and without further cost or expense to Transferee, execute and deliver such other instruments of conveyance and transfer and take such other actions as Transferee may reasonably request in order to more effectively consummate the transactions contemplated hereby and to vest in Transferee good and marketable title to the Acquired Assets and all other rights, properties and interests being transferred hereunder.

5.10 Access to Records. (a) For a period of at least six years from the Closing Date, Transferors, on the one hand, and Transferee, on the other hand, shall each retain or cause to be retained all agreements, documents, books, records and files in its possession or in the possession of any of their respective affiliates relating to the Business or the Acquired Assets (collectively, the "Records"). After the Closing, upon reasonable advance notice given to the other party, Transferors and Transferee shall each give, or cause to be given, to the representatives, employees, counsel and accountants of the other, access during normal business

hours to the Records relating to periods prior to the Closing, and shall permit such representatives to examine and copy such Records to the extent reasonably requested by the other party in connection with the preparation of tax and financial reporting matters, audits, legal proceedings, governmental investigations and other valid business purposes; provided, however, that nothing herein shall obligate Transferee or Transferors to (i) take any actions that would unreasonably disrupt the normal course of its business, (ii) violate the terms of any agreement to which it is a party or to which it or any of its assets is subject, or (iii) grant access to any of its proprietary, confidential or classified information without first obtaining undertakings as to confidentiality from the other party which are reasonably satisfactory to it.

5.11 Public Announcements. Transferors shall consult with Transferee before issuing any press release or making any public statement with respect to this Agreement or the transactions contemplated hereby, and will not, except as may be required by any applicable law, issue any such public statement without the prior written consent of Transferee (such consent not to be unreasonably withheld or delayed).

5.12 Waiver of Compliance with Bulk Transfer Laws. With respect to the transactions contemplated by this Agreement, Transferors and Transferee waive compliance with any applicable provisions of the so-called "bulk transfer laws" (e.g., Article 6 of the Uniform Commercial Code in the United States) of any relevant jurisdiction. Each of the Transferors agrees that it or he shall pay and discharge, when due, all claims of creditors which could be asserted against any party by reason of such non-compliance.

5.13 Notification of Certain Matters. Each of the parties hereto shall give prompt notice to the other of (i) the occurrence, or failure to occur, of any event or circumstance which would be likely to cause any representation or warranty of such party contained in this Agreement to be or inaccurate in any material respect at any time from the date hereof to the Closing Date or (ii) any material failure of such party to comply with or satisfy any covenant, condition or agreement to be complied with or satisfied by it hereunder; provided, however, that no such notification shall affect the representations and warranties or the conditions to the obligations of the parties hereunder.

5.14 Irreparable Harm. Transferors agree that the restrictive covenants set forth herein are reasonable in both scope and duration. Transferors acknowledge that monetary damages for a breach of these restrictive covenants are inadequate and that breach would irreparably harm Transferee. Transferors, therefore, further agree that Transferee may enforce these restrictive covenants by obtaining an immediate injunction in a court of law or equity without the necessity of showing any actual damages and without the necessity of posting any bond. This right to injunctive relief is cumulative and in addition to all other remedies available to Transferee by reason of any breach. In the event that any provision of these restrictive covenants is held, in whole or in part, to be invalid or unenforceable by reason of its scope and/or duration, such invalidity or unenforceability shall be limited to such provision and shall not affect any other portion of these restrictive covenants and the restrictive covenants shall be construed as if their scope of duration had been more narrowly drawn so as to be valid and enforceable.

6. CERTAIN TAX MATTERS.

6.1 Transfer Taxes. Except for amounts which are being contested in good faith, Transferors shall pay any and all (i) sales, use, transfer, stamp, conveyance, recording, value-added and other similar Taxes (other than any income taxes) imposed under any applicable Laws, and (ii) recording and filing fees, notarial fees and other similar costs of Closing, with respect to the acquisition and transfer of the Acquired Assets or otherwise on account of this Agreement, or any of the transactions contemplated hereby or thereby.

7. SURVIVAL; INDEMNIFICATION.

7.1 Survival. All representations and warranties made herein or in any instrument or other document delivered by or on behalf of any of the parties pursuant hereto, and all covenants and agreements contained herein (to the extent not required to be performed prior to the Closing), shall survive until they expire and terminate on the date which is eighteen months following the Closing Date, except that the representations and warranties contained in Sections 2.1, 2.2, 2.3 and 2.11 shall survive indefinitely and the representations and warranties contained in Sections 2.7, 2.12 and 2.18 shall survive until expiration of the applicable statutes of limitations.

7.2 Transferors' Indemnity. Transferors shall, jointly and severally, indemnify and hold harmless Transferee and each of its stockholders, officers, directors, employees, agents, successors and assigns from and against any and all losses, costs, expenses (including reasonable attorneys' fees), liabilities, claims, damages and judgments of every nature, including the cost of investigation and defense thereof ("Damages") which arise out of or based upon: (i) a material breach by either of the Transferors of any representation or warranty made by it or him pursuant to this Agreement; (ii) the material non-performance, partial or total, of any covenant made by either of the Transferors pursuant to this Agreement or any other agreement or instrument delivered in connection with the transactions contemplated hereby; (iii) any obligations relating to or affecting the Business or relating to the Acquired Assets, which obligations arise from any event, occurrence or action occurring prior to the Closing or from any failure of either of the Transferors to act prior to the Closing; (iv) liabilities under any Employee Plans maintained by either of the Transferors; (v) any liabilities arising from Transferors' failure to comply with the applicable state bulk transfer laws in connection with the transactions contemplated hereby and/or its failure to discharge any claims of Transferors' creditors in respect of the operation of the Business; and (vi) any other liabilities of Transferors which Transferee is not assuming.

7.3 Transferee's Indemnity. Transferee shall indemnify and hold harmless Transferors and the stockholders, officers, directors, employees, agents, successors and assigns of the Company from and against any and all Damages, which arise out of or are based upon: (i) a material breach by Transferee of any representation or warranty made by Transferee pursuant to this Agreement; or (ii) the material non-performance, partial or total, of any covenant made by Transferee pursuant to this Agreement.

7.4 Notice of Claim and Assumption of Defense. A party indemnified hereunder (an "Indemnified Party") shall give notice to each party extending indemnification hereunder (an "Indemnifying Party") promptly after the Indemnified Party has knowledge of any claim against the Indemnified Party or any Indemnifying Party as to which recovery may be

sought against the Indemnifying Party because of the indemnity set forth in this Section 7, or of the commencement of any legal proceedings against the Indemnified Party as to such claim after the Indemnified Party has knowledge of such proceedings, whichever shall first occur, and shall permit the Indemnifying Party to assume the defense of any such claim or any litigation resulting from such claim. Failure by the Indemnified Party to so notify the Indemnifying Party promptly of a demand for indemnification pursuant to this Section 7 shall not preclude it from seeking indemnification pursuant to this Section 7 with respect to such claim unless such failure materially and adversely affects the Indemnifying Party. Failure by the Indemnifying Party to notify the Indemnified Party of its election to defend such action within twenty days after notice thereof shall have been given to the Indemnifying Party shall be deemed a waiver by the Indemnifying Party of its right to defend such action. If the Indemnifying Party assumes the defense of any such claim or litigation resulting therefrom, the Indemnified Party shall give to the Indemnifying Party information and assistance reasonably necessary to defend or settle such claim and any litigation arising therefrom. The Indemnifying Party shall not, in the defense of such claim or any litigation resulting therefrom, consent to entry of any judgment against the Indemnified Party (or settle any claim involving an admission of fault on the part of the Indemnified Party), except with the consent of the Indemnified Party (which consent shall not be unreasonably withheld).

In any case where the Indemnifying Party has assumed the defense thereof, the Indemnified Party shall have the right to employ its own counsel and such counsel may participate in such action, but the fees and expenses of such counsel shall be at the expense of such Indemnified Party.

7.5 Settlement of Claim by an Indemnified Party. If the Indemnifying Party shall not assume the defense of any such claim or litigation resulting therefrom, the Indemnified Party may defend against such claim or litigation in such manner as it may deem appropriate and the Indemnified Party may settle such claim or litigation on such terms as it may deem appropriate (and to which the Indemnifying Party has consented, such consent not to be unreasonably withheld) and the Indemnifying Party shall promptly reimburse the Indemnified Party for the amount of such settlement and all expenses, legal or otherwise, incurred by the Indemnified Party in connection with the defense against or settlement of such claim or litigation. If no settlement of such claim or litigation is made, the Indemnifying Party shall pay or, at the option of the Indemnified Party, promptly reimburse the Indemnified Party for the amount of any judgment rendered with respect to such claim or in such litigation and of all expenses, legal or otherwise, incurred by the Indemnified Party in the defense against such claim or litigation. If the Indemnifying Party shall assume the defense of any such claim or litigation resulting therefrom, and if the Indemnified Party shall settle such claim or litigation on terms which were not approved in writing by the Indemnifying Party, the Indemnified Party shall be deemed to have waived its right to indemnification from the Indemnifying Party pursuant to the terms of this Agreement.

7.6 Certain Limitations. Notwithstanding anything to the contrary herein contained, other than Damages arising out of fraud or willful misconduct of a party hereto, neither the Transferors nor the Transferee shall be required to provide indemnification under Section 7.2 or 7.3, as applicable, unless and until the aggregate amount of the indemnification obligations of the Transferors, on the one hand, or the Transferee, on the other, as the case may

be, under Section 7.2 or 7.3, as applicable, shall exceed \$25,000 (the "Basket Threshold"). Once the aggregate amount of indemnification obligations of the Transferors or the Transferee under Section 7.2 or 7.3, as applicable, exceeds the Basket Threshold, the Transferors and the Transferee shall be required to provide indemnification under Section 7.2 or 7.3, as applicable, for all Damages, including the \$25,000 applied to the Basket Threshold.

8. CONDITIONS TO CONSUMMATION OF THE ACQUISITION

8.1 Conditions to Transferors' Obligations. The obligation of Transferors to consummate the transactions contemplated hereby is subject to the satisfaction, at or before the Closing Date, of each of the following conditions, all or any of which may be waived by Transferors in whole or in part:

8.1.1 The representations and warranties of Transferee contained herein and in any other document or instrument delivered by Transferee pursuant hereto shall be in all material respects true and accurate as of the date when made and at and as of the Closing Date as though such representations and warranties were made at and as of such date and time. Transferee shall have fully performed and complied in all material respects with all obligations required by this Agreement to be performed or complied with by it at or prior to the Closing Date, except as otherwise permitted by this Agreement, and shall have delivered to Transferors a certificate of Transferee, dated as of the Closing Date, certifying to the fulfillment of the conditions set forth in this Section 8.1.1 and the taking of all corporate action required to perform all transactions contemplated by this Agreement.

8.1.2 Transferee shall have delivered to Dr. Giampapa and the other Stockholders the Stock Consideration.

8.1.3 No Law shall have been enacted which makes performance of any of the transactions contemplated hereby illegal or otherwise prohibited, and no order, decree, injunction or judgment shall be in effect which enjoins the performance of such transaction.

8.1.4 Transferee shall have executed and delivered the lease agreement with respect to the Transferee's use of a portion of the Premises (the "Lease"), substantially in the form attached hereto as Exhibit A.

8.1.5 Transferee shall have executed and delivered an employment agreement (the "Giampapa Employment Agreement"), substantially in the form attached hereto as Exhibit B.

8.1.6 Transferee and each of William G. Walters and Richard S. Serbin shall have executed and delivered an employment agreement, substantially in the forms attached hereto as Exhibits C and D, respectively (the "Walters and Serbin Employment Agreements").

8.1.7 Transferee shall have executed and delivered an exclusive license agreement (the "License Agreement"), in the form attached hereto as Exhibit E.

8.1.8 Transferee and Messrs. Walters and Serbin shall have executed and delivered a stockholders agreement (the "Stockholders Agreement") substantially in the form attached hereto as Exhibit F.

8.1.9 Transferee shall have executed and delivered a systems development and management agreement ("Systems Development and Management Agreement") in the form attached hereto as Exhibit G.

8.2 Conditions to Transferee's Obligations. The obligation of Transferee to consummate the transactions contemplated hereby is subject to the satisfaction, at or before the Closing Date, of each of the following conditions, all or any of which may be waived by Transferee in whole or in part:

8.2.1 The representations and warranties of Transferors contained herein and in any other document or instrument delivered by Transferors pursuant hereto shall be in all material respects true and accurate as of the date when made and at and as of the Closing Date as though such representations and warranties were made at and as of such date and time. Each of Transferors shall have fully performed and complied in all material respects with all obligations required by this Agreement to be performed or complied with by it or him at or prior to the Closing Date, except as otherwise permitted by this Agreement, and Transferors shall have delivered to Transferee a certificate of Transferors dated as of the Closing Date, certifying to the fulfillment of the conditions set forth in this Section 8.2.1 and the taking of all corporate action required to perform all the transactions contemplated by this Agreement.

8.2.2 there shall have been no changes in the business, financial position, results of operations, assets, liabilities (absolute, accrued, contingent or otherwise), reserves, operations or prospects of Transferors since December 31, 2002, which in the aggregate have had, or may reasonably be expected to have, a Material Adverse Effect.

8.2.3 all filings, regulatory or otherwise, required to be made prior to the Closing Date by Transferors with, and all consents, approvals and authorizations required to be obtained prior to the Closing Date by Transferors from, any Governmental Entities or third parties in connection with the consummation of the transaction contemplated hereby by Transferors shall have been made, waived or obtained, as the case may be.

8.2.4 No Law shall have been enacted which makes performance of any of the transactions contemplated hereby illegal or otherwise prohibited, and no order, decree, injunction or judgment shall be in effect which enjoins the performance of such transaction.

8.2.5 Transferors shall have executed and delivered the Lease.

8.2.6 Dr. Giampapa shall have executed and delivered the Giampapa Employment Agreement.

8.2.7 Each of William G. Walters and Richard S. Serbin shall have executed and delivered the Walters and Serbin Employment Agreements, respectively.

8.2.8 Dr. Giampapa shall have executed and delivered the License Agreement.

8.2.9 Transferee shall have acquired substantially all of the assets of Optigene-X pursuant to an agreement in the form attached hereto as Exhibit H (the "Optigene-X Agreement").

8.2.10 Transferee and each of Daniel B. Newton and Michael M. Gallicchio shall have entered into employment agreements substantially in the forms attached hereto as Exhibits I and J, respectively (the "Newton and Gallicchio Employment Agreements" and collectively with the Giampapa Employment Agreement and the Walters and Serbin Employment Agreements, the "Employment Agreements").

8.2.11 Each of Dr. Giampapa and Messrs. Newton and Gallicchio shall have executed and delivered the Stockholders Agreement.

8.2.12 Transferee shall have received general releases from ProStorm Media Solutions, Maximum Human Performance, Optigene-X, Lawrence G. Drappi, Gerard Dente, Michael M. Gallicchio, Daniel B. Newton and the Transferors, in the forms attached hereto as Exhibit K (collectively, the "General Releases").

8.2.13 Dr. Giampapa shall have executed and delivered the Systems Development and Management Agreement.

8.2.14 Transferee shall have been satisfied with its due diligence review of Transferors and Transferors' financial condition, business, assets, operations, sales, development, market and prospects.

9. TERMINATION.

9.1 Grounds for Termination. This Agreement may be terminated at any time prior to the Closing:

9.1.1 by mutual written consent of Transferee and Transferors;

9.1.2 by either Transferee or Transferors if, without fault of the terminating party, the Closing has not been consummated by April 30, 2003;

9.1.3 by either Transferee or Transferors if there shall be enacted any statute, rule or regulation which makes consummation of the transactions contemplated hereby illegal or otherwise prohibited or any order, decree, injunction or judgment shall be in effect enjoining Transferee or Transferors from consummating the transactions contemplated hereby and such order, decree, injunction or judgment shall have become final and non-appealable;

9.1.4 by Transferors upon the occurrence of any event that would result in a failure of any of the conditions set forth in Sections 8.1 hereof; or

9.1.5 by Transferee upon the occurrence of any event that would result in a failure of any of the conditions set forth in Sections 8.2 hereof.

9.2 Effect of Termination. If this Agreement is terminated pursuant to Section 9.1, this Agreement shall become void and of no effect with no liability on the part of any party hereto, except that the agreements contained in Sections 5.4, 5.11 and 7 shall survive the termination hereof and nothing herein shall relieve any party of any liability for willful breach hereof.

10. MISCELLANEOUS.

10.1 Expenses. Except as otherwise expressly provided herein, each party hereto will pay its own costs and expenses, including legal and accounting expenses, related to the transactions provided for herein, irrespective of when incurred.

10.2 Notices. In order to be effective, any notice or other communication required or permitted hereunder must be in writing and must be transmitted by personal delivery, reputable overnight courier service, certified mail (postage pre-paid, receipt requested) or telecopy, as follows:

If to Transferee: Kronogen Sciences Inc.
750 Lexington Avenue, 20th Floor
New York, NY 10022
Attention: Richard S. Serbin

with a copy to:

Blank Rome LLP
405 Lexington Avenue
New York, New York 10174
Attn: Robert J. Mittman, Esq.

If to the Company or
Dr. Giampapa:

Giampapa Institute for Anti-Aging Medical Therapy
89 Valley Road
Montclair, New Jersey 07042
Attn: Dr. Vincent C. Giampapa

with a copy to:

Attn: _____

or at such other address as the party shall designate in a written notice to the other parties hereto, given in accordance with this Section 10.2. All notices and other communications shall be effective (i) if delivered in person, when delivered; (ii) if sent by overnight courier, the next business day following the delivery thereof to such courier (or such later date as is demonstrated

by a bona fide receipt therefor); (iii) if sent by certified mail, three days after deposit in the mail; or (iv) if sent by telecopier with receipt acknowledged, when sent.

10.3 Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; provided, that no party hereto may assign or otherwise transfer any of its rights or obligations under this Agreement without the consent of the other parties hereto. This Agreement shall be binding upon and is solely for the benefit of each of the parties hereto and their respective successors and assigns, and nothing in this Agreement is intended to confer upon any other person any rights or remedies of any nature whatsoever under or by reason of this Agreement.

10.4 Entire Agreement. This Agreement and any other agreements entered into between the parties pursuant to any provision hereof constitute and contain the entire agreement of the parties and supersedes any and all prior negotiations, correspondence, understandings and agreements between the parties respecting the subject matter hereof.

10.5 Amendment. This Agreement may be amended only by a writing signed by all of the parties hereto.

10.6 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey applicable to contracts entered into and wholly to be performed in the State of New Jersey.

10.7 Severability. If any provision of this Agreement is held to be unenforceable for any reason, it shall be adjusted rather than voided, if possible, in order to achieve the intent of the parties to the extent possible. In any event, all other provisions of this Agreement shall be deemed valid and enforceable to the fullest extent possible.

10.8 Headings. The headings contained herein have been inserted for the convenience of the parties, and shall not be used to determine the construction or interpretation of this Agreement.


10.9 Counterparts. This Agreement may be executed in original or facsimile counterparts, each of which shall be deemed an original, but both of which when taken together shall constitute one and the same instrument.

10.10 Representations as to Knowledge. "Knowledge of the Transferors" or words of similar import shall mean what Dr. Giampapa knew or reasonably should have known after due inquiry.

10.11 Counsel. The parties to this Agreement do further state that they have been represented by counsel of their own choice in arriving at this Agreement and that this Agreement represents the product of their negotiations.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written.

KRONOGEN SCIENCES INC.

By: 

Name: RICHARD SERBIN

Title: PRESIDENTS

THE GIAMPAPA INSTITUTE FOR ANTI-AGING MEDICAL THERAPY

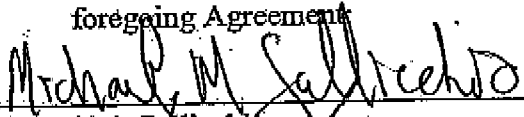
By: 

Name: Vincent C. Giampapa

Title: Sole Proprietor


Vincent C. Giampapa, M.D.

The undersigned acknowledge and agree to the provisions of Section 2.21 of the foregoing Agreement


Michael M. Gallicchio


Daniel B. Newton