PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	OPTION

CONVEYING PARTY DATA

Name	Execution Date
Global Harvest Group, Inc.	10/19/2012

RECEIVING PARTY DATA

Name:	H2M Beverage LLC
Street Address:	223 Wanaque Ave
City:	Pompton Lakes
State/Country:	NEW JERSEY
Postal Code:	07442

PROPERTY NUMBERS Total: 3

Property Type	Number
Application Number:	12812386
Patent Number:	6100004
Patent Number:	0616303

OP $120.00 12812386

CORRESPONDENCE DATA

Fax Number:
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 9089642485
Email: rromanaux@olenderfeldman.com
Correspondent Name: Richard Colosimo
Address Line 1: 2840 Morris Ave
Address Line 2: OlenderFeldman LLP
Address Line 4: Union, NEW JERSEY 07083

ATTORNEY DOCKET NUMBER:	H2M
NAME OF SUBMITTER:	Richard Colosimo
	This document serves as an Oath/Declaration (37 CFR 1.63).

Total Attachments: 43
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PURCHASE OPTION AGREEMENT

This PURCHASE OPTION AGREEMENT (this "Option Agreement") is made and dated as of October 17, 2012 is by and among H2M BEVERAGE, LLC, a New Jersey limited liability company ("H2M"), GLOBAL HARVEST GROUP, INC., a Nevada corporation ("GHGI") and CAP TECH GLOBAL, LLC ("CAP"). H2M, GHGI and CAP are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties".

RECITALS

WHEREAS, the Parties have simultaneously herewith entered into a certain Assignment and Assumption Agreement (the "Assignment Agreement") whereby the parties thereto agreed to the assignment of that certain Amended and Restated License and Distribution Agreement, dated August 30, 2010 ("License Agreement");

WHEREAS, pursuant to the Assignment Agreement, GHGI agreed to grant H2M the option to acquire the intellectual property and certain assets of GHGI associated with such intellectual property, all as more particularly described on Schedule A hereto ("Transferred Assets"), upon the terms and conditions set forth in this Option Agreement; and

WHEREAS, the Transferred Assets constitute all of the intellectual property, including all patents, associated with the cap technology that was the subject of the License Agreement and, upon exercise of the Option (defined below), H2M shall own the entirety of all rights, title and interest in and to the Transferred Assets, including all rights under patent, copyright,

trademark laws as well as all trade secrets relating to such cap technology, all as further set forth below.

WHEREAS, capitalized terms used in this Agreement but not otherwise defined have the meaning set forth in the Assignment Agreement.

NOW, THEREFORE, the Parties, intending to be legally bound, and for good and valuable consideration, hereby agree as follows:

Section 1. Option Grant. Upon the terms and conditions set forth herein, GHGI grants to H2M and/or CAP, as shall be elected by H2M in its sole discretion (the "Grantee"), and H2M and CAP each accepts from GHGI, the exclusive right and option (the "Option") to purchase the Transferred Assets consisting of all patents, trademarks, licenses, trade secrets and other intellectual property owned by GHGI with respect to the GHG Cap Technology (as defined in the License Agreement), and as set forth on Schedule A hereto (hereinafter referred to as the "GHGI Technology").

Section 2. Option Exercise. The Option shall be exercisable upon the occurrence of any one of the following events:

a. The sale or transfer by H2M of an exclusive license to the GHGI Technology with respect to one or more of the "market sectors" as further hereinafter defined (hereinafter such sale or transfer of an exclusive license referred to as a "License Event");

b. The sale or transfer to a party or parties that is or are not currently a member of H2M all or a portion of the assets of H2M, if such sale or transfer includes

the sale or transfer of all H2M's interest in the GHGI Technology (hereinafter referred to as a "Sale of Assets Event");

c. The sale or transfer to a party or parties that is or are not currently a member of H2M of an equity interest in H2M by an existing member or members of H2M as part of a third party's or parties' acquisition of such member's(s') interest in H2M (hereinafter a "Transfer of Equity Event"); or

d. The sale or transfer of equity by H2M, or the sale of securities or debentures which are convertible by the holder to equity in H2M ("Securities"), to a party or parties that is or are not currently a member of H2M as part of a public or private placement (hereinafter an "Investment Event").

Section 3. Consideration for Exercise of Option. Upon a License Event, a Sale of Assets Event, a Transfer of Equity Event, or an Investment Event (hereinafter all such events referenced as an "Option Event"), and the exercise by Grantee of its Option, Grantee shall pay to GHGI a payment as calculated hereinafter in this Section 3 (hereinafter the payments due GHGI upon the exercise of the Option and thereafter for each Option Event is referred to as the "Option Payment Amount").

A. <u>Calculation of Option Payment Amount Upon an Option Event</u>.

The Option Payment Amount due upon the exercise of the Option and upon each Option Event will vary according to the number and type of market sectors subject to the Option Event and Sale Consideration paid in connection with such Option Event. For the purpose of this Agreement, there are six (6) market sectors: one (1) market sector in the beverage market which involves the use of the GHGI Technology in connection with the production, marketing, and sale

of beverages for consumption by the public (the "Beverage Market Sector"); and, up to five (5) other market sectors as follows (collectively the "Non-Beverage Market Sectors"): Chemical, Pharmaceutical, Spirits, Cosmetics, and Medical. For the avoidance of doubt, notwithstanding the exercise of the Option in connection with a License Event, H2M shall continue to obligated to make the Option Payment Amount with respect to each other market sector in connection with future License Events until such time as H2M has made the Option Payment Amount for all market sectors.

(1) Option Payment Amount in Beverage Market Sector. The Option Payment Amount due upon a License Event in the Beverage Market Sector shall be equal to two percent (2%) of the Sale Consideration (as the term is hereinafter defined in Section 4), subject to: (i) the minimum payment and maximum payment provisions hereinafter set forth in Sections 3A(3) and 3A(4); and (ii) the Special Minimum Initial Payment Amount as set forth in Sections 3C and 3D.

(2) Option Payment Amount in Non-Beverage Market Sector. The Option Payment Amount due upon a License Event in the Non-Beverage Market Sector shall be equal to one percent (1%) of the Sale Consideration, subject to: (i) the minimum payment and maximum payment provisions hereinafter set forth in Section 3A(5) and 3A(6); (ii) the subsequent sale adjustments set out in Section 3A(7); and (iii) the Special Minimum Initial Payment Amount as set forth in Sections 3C and 3D.

(3) Maximum Option Payment Amount in Beverage Market Sector. Notwithstanding any provision herein to the contrary, the maximum Option Payment Amount payable as a result of the exercise of an Option in connection with any Option Event in the

Beverage Market Sector shall be Six Million Dollars ($6,000,000) regardless of the Sale Consideration paid in connection with such Option Event.

(4) **Minimum Payment in Beverage Market Sector.** The minimum Option Payment Amount payable as a result of the exercise of an Option in connection with any Option Event in the Beverage Market Sector shall be Two Million Five Hundred Thousand Dollars ($2,500,000), regardless of the Sale Consideration actually paid in connection with such Option Event.

(5) **Maximum Option Payment Amount in Non-Beverage Market Sector.** There is no maximum Option Payment Amount payable as a result of the exercise of an Option in connection with any Option Event in the Non-Beverage Market Sector.

(6) **Minimum Option Payment Amount in a Non-Beverage Market Sector.** The minimum Option Payment Amount payable as a result of the exercise of an Option in connection with any Option Event in the Non-Beverage Market Sector shall be Five Hundred Thousand Dollars ($500,000) for each Non-Beverage Market Sector, regardless of the Sale Consideration actually paid in connection with such Option Event provided, however, that the aggregate minimum Option Payment Amount for all five (5) Non-Beverage Market Sectors shall not exceed Two Million Five Hundred Thousand Dollars ($2,500,000), subject, additionally, to the hereinafter subsequent sale limitations.

(7) **Adjustments Applicable to Certain Subsequent Option Payment Amounts in Non-Beverage Market Sector.** In making the calculation as to the amount payable to GHGI upon the exercise of an Option applicable to an Option Event in the Non-Beverage Market Sector, when there has already been an Option Event in the Non-Beverage Market Sector, the Option Payment Amount otherwise payable for such subsequent Option Event shall

be reduced by crediting the minimum Option Payment Amount(s) previously paid in connection with prior Option Event(s) against the Option Payment Amount otherwise payable until such time as the aggregate Option Payment Amount(s) payable exceed the minimum Option Payment Amount previously paid. However, in no event shall this Section 3A(7) be applied to reduce the total amount of Option Payment Amounts applicable to all five Non-Beverage Market Sectors below a total of Two Million Five Hundred Thousand Dollars ($2,500,000).

B. Calculation of Option Payment Amount Upon a Sale of Asset Event, Transfer of Equity Event, or Investment Event.

The calculation of the Sale Consideration applicable to a Sale of Asset Event, Transfer of Equity Event, or Investment Event (hereafter such Option Events sometimes referred to as a "Non-License Event") shall be made as provided hereinafter in Section 3B(1), and with respect to a License Event it shall be calculated as set forth in Section 3(B)(4) and the Sale Consideration for a Non-License Event shall be allocated amongst the Market Sectors as provided hereafter in Section 3B(2) and Section 5.

(1) Value of GHGI Technology. In order to calculate the Sale Consideration applicable to the Non-License Event, the value of the GHGI Technology shall be determined before the Sale Consideration applicable to the Non-License Event is allocated between the Beverage Market Sector and the Non-Beverage Market Sectors as hereafter set forth in Section 3B(2) and Section 5.

a. Sale of Asset Event. In the case of a Sale of Asset Event involving only the sale of H2M's interest in the GHGI Technology, then the consideration paid for the GHGI Technology shall be deemed to be the Sale Consideration allocated to the GHGI Technology for the purpose of calculating this Option Payment Amount. In the event of a Sale

of Asset Event that involves the sale of more of H2M's assets than just the GHGI Technology, H2M and GHGI shall agree on what portion of the total Sale Consideration should be allocated to the GHGI Technology, which amount shall establish the value of the GHGI Technology in connection with such Sale Event. If H2M and GHGI fail to agree on a value, then the valuation procedure set forth hereafter in Section 3B(1)(c) shall apply.

b. Transfer of Equity Event or Investment Event. In the case of a Transfer of Equity Event or an Investment Event, H2M and GHGI shall agree on what portion of the Sale Consideration should be allocated to the GHGI Technology, which amount shall establish the value of the GHGI Technology in connection with such Transfer of Equity Event or Investment Event. If H2M and GHGI fail to agree on value, then the valuation procedure set forth hereafter in Section 3B(1)(c) shall apply.

c. Valuation Procedure. In the event that H2M and GHGI cannot agree on the value of the GHGI Technology as contemplated by Section 3B(1)(a) or (b) above, then H2M shall retain, at its expense, an appraiser experienced in valuing assets similar to the GHGI Technology to determine the fair market value of the GHGI Technology, which shall be completed within forty-five (45) days of the date of closing on the Non-License Event ("Initial Valuation"). If GHGI disputes the Determination of Value prepared for the Company, GHGI may retain, at its expense, an appraiser experienced in valuing assets similar to the GHGI Technology to provide a valuation (a "Supplemental Valuation"). GHGI shall submit any Supplemental Valuation within forty-five (45) days of the announcement of the Initial Valuation prepared for the Company. Within ten (10) days of the submission of any Supplemental Valuation, the Company shall compare the Initial Valuation and the Supplemental Valuation. If the lowest valuation (the "Floor Valuation") is at least 80% of the highest valuation (the "Cap

Valuation"), then the arithmetic mean of all the compared valuations shall then be used by the Company to establish the final fair market value of the GHGI Technology, which will be binding on the Parties. If the Floor Valuation is less than 80% of the Cap Valuation, then the appraisers who prepared the Floor and Cap Valuations shall together select an appraiser experienced in valuing assets similar to the GHGI Technology to provide a valuation (the "Independent Valuation"). The cost of the Independent Valuation shall be split equally by GHGI and H2M. If the Independent Valuation is higher than the Cap Valuation, the Company shall set the Stipulation of Value at the Cap Valuation; if the Independent Valuation is lower than the Floor Valuation, then the fair market value of the GHGI Technology shall be the Floor Valuation; otherwise, the fair market value of the GHGI Technology shall be the Independent Valuation. This determination of fair market value of the GHGI Technology shall be binding upon the Parties.

d. Noninterference. The Parties agree that nothing contained in this Section 3 shall operate to entitle or authorize GHGI to negotiate with or otherwise have any contact with any third party that is involved in a Non-License Event.

(2) Allocation of Value of GHGI Technology. As part of the calculation to determine the Option Payment Amount due upon a Non-License Event, the value of the GHGI Technology, as determined in Section 2B(1), shall be allocated amongst Market Sectors as provided in Section 5.

(3) Application of Provisions of Section 3A to Determine Option Payment Amount. In the case of a Non-License Event, once the value paid for the GHGI Technology has been established and allocated among the market sectors as hereinbefore provided in order to establish the sale consideration applicable to GHGI Technology for each impacted Market

Sectors, then the provisions of Section 3A shall be applied to each impacted Market Sector using these allocated values in order to calculate the Option Payment Amount as if it were a License Event of the impacted market sectors at a Sale Consideration equal to the amount allocated to each impacted market sector. All provisions of Section 3A, including provisions concerning calculation of the minimum, maximum Option Payment Amounts, and if the hereinafter provision in Sections 3C and D providing, in certain situations, for minimum payments upon the exercise of the Option, and possible adjustments upon subsequent exercises of an Option, shall all apply.

C. **Special Minimum Payment Upon Option Event.**

Notwithstanding any provision in Section 3A or 3B concerning the calculation of the Option Payment Amount, upon the exercise of the Option there shall be due GHGI as its Option Payment Amount not less than the hereinafter defined Special Minimum Initial Payment Amount:

i. In the event the Option is exercised with respect to the first License Event involving all market sectors (that is, the Beverage Market Sector and all the Non-Beverage Market Sectors), or a Non-License Event, then not less than Five Million Dollars ($5,000,000), regardless of the Sale Consideration paid for the transfer or sale of the licenses in the case of a License Event, or regardless as to the established value of the GHGI Technology in the case of a Non-License Event; or

ii. In the event the Option to be exercised is exercised with respect to the first License Event which does not involve all market sectors, then not less than Two Million Five Hundred Thousand Dollars ($2,500,000) for the such first License Event. Hereafter the amount paid under this Section 3C referred to as the "Special Minimum Initial Payment Amount."

D. Limitations on Calculations of Subsequent Option Payment Amounts where the Special Minimum Payment has been made.

If exercise of the Option is a result of a License Event which does not involve the sale or transfer of exclusive license for all market sectors, then a subsequent transaction involving a License Event with respect to any market sectors not involved in the Initial License Event, shall be subject to this special limitation: the Option Payment Amount otherwise due under Section 3A and/or 3B shall be reduced by crediting against such Option Payment Amount the Special Minimum Initial Payment Amount paid under Section 3C until the aggregate of all Option Payment Amounts that would have otherwise been paid exceed the Special Minimum Initial Payment Amount. However, in no event can this Section 3D reduce the Option Payment Amount for a subsequent License Event applicable to the Beverage Market Sector below the aggregate amount of Two Million Five Hundred Thousand Dollars ($2,500,000) for all five (5) Non-Beverage Market Sectors.

Section 4. Sale Consideration Definition. For purposes of this Option Agreement, "Sale Consideration" shall be defined: (i) with respect to a Sale of Asset Event or a Transfer of Equity Event, as the gross consideration paid to H2M and/or to its Members in respect of such transaction, less transaction costs associated with such transaction (all fees of financial and legal advisors, investment bankers and closing costs) ("Transaction Costs"); (ii) with respect to a License Event, the total consideration paid to H2M; or (iii) with respect to an Investment Event, the total consideration paid for the Securities, less Transaction Costs; provided, however, that the following additional provisions shall apply to the determination of the Sale Consideration:

i. Sale Consideration shall include cash and securities, or any instruments convertible or exchangeable into cash or securities;

ii. to the extent that any portion of the Sale Consideration is payable in installments or is otherwise deferred, then other than the applicable minimum Option Payment Amount which shall be paid as set forth herein notwithstanding any deferral on the payment of the Sale Consideration, the Option Payment Amount payable to GHGI shall be paid as and when the Grantee receives payment of each installment of the Sale Consideration.

Section 5. Allocation of Value of GHGI Technology of Lump Sum Purchase Price Paid for Multiple Market Sectors. Whenever in order to implement the provision of this Agreement it is necessary to allocate the value of the GHGI Technology or a lump sum Sale Consideration paid for the sale or license of multiple market sectors, or to allocate the value of GHGI Technology amongst the Market Sectors in a Non-License Event, the following formula and calculation shall apply:

A. (Sector Factor * Sectors Sold) / Total Sectors Sold = Sector Allocation Percentage

AND

B. Sector Allocation Percentage * GHGI Technology Consideration = Sale Consideration allocated to such market sector against which the Option Sale Amount for such market sector is calculated

For purposes of this subsection, capitalized terms are defined as follows:

"Sector Factor" means two point five (2.5) for the beverage sector and zero point five (0.5) for the non-beverage sector.

"Sectors Sold" means, 1 in the case of the beverage market sector, and a number from 1 through 5 in the case of the non-beverage market sector based upon the number of non-beverage sectors at issue in the Sale Event or Equity Event.

"Total Sectors Sold" means the sum of (A) Sectors Sold (in the beverage market sector) multiplied by the Sector Factor (for the beverage market sector) and (B) Sectors Sold (in the non-beverage market sector) multiplied by the Sector Factor (for the non-beverage market sector).

Example #1: The beverage market sector and three (3) non-beverage market sectors are sold in a Sale Event for Sale Consideration of $300 million which is allocated by the parties to the GHGI Technology. The Option Payment Amounts are calculated as follows:

GHGI Technology Consideration:	$300,000,000
Sector Factor (beverage):	2.5
Sector Factor (non-beverage):	.5
Sectors Sold (beverage):	1
Sectors Sold (non-beverage):	3
Total Sectors Sold	Beverage (2.5 * 1 = 2.5) + Non-Beverage (.5 * 3 = 1.5) = 4

Beverage Calculation: Sectors Sold (1) * Sector Factor (2.5) / Total Sectors Sold (4) = .625 (62.5%)

Non-Beverage Calculation: Sectors Sold (3) * Sector Factor (.5) / Total Sectors Sold (4) = .375 (37.5%)

62.5% of the GHGI Technology Consideration will be allocated to the beverage market sector, and 37.5% of the GHGI Technology Consideration will be allocated to the non-beverage market sector.

Example #2: A License Event for the Beverage Market Sector and all five Non-Beverage Market Sectors or a Non-License Event for $300,000,000.

Sector	Factor	%	Amount
Beverage	2.5	50	$150,000,000
Chemical	0.5	10	$ 30,000,000
Pharmaceutical	0.5	10	$ 30,000,000
Spirits	0.5	10	$ 30,000,000
Cosmetics	0.5	10	$ 30,000,000
Medical	0.5	10	$ 30,000,000
TOTAL	**5.0**	**100**	**$300,000,000**

Section 6. Payment of Option Payment Amount. H2M shall pay to GHGI the Option Payment Amount due under this Agreement within fifteen (15) days of the receipt by H2M of each payment of the Sale Consideration or, in the event that the Parties have engaged in the appraisal process under Section 3B(1)(c), then within fifteen (15) days of the determination of the fair market value of the GHGI Technology provided, however, that in the event the Option Payment Amount is due in connection with the first License Event under Section 4, the Special Minimum Payment Amount shall be paid at Closing. Nothing herein shall be interpreted to relieve H2M of the obligation to pay GHGI any portion of the Option Payment Amount once the Sale Consideration is received by H2M. Each payment made by H2M to GHGI of the Option Payment Amount shall be accompanied by a written statement setting forth the total Sale Compensation and the calculation and amount of the Option Payment Amount, and the portion thereof being paid.

H2M agrees to provide written notice to each third party that is a party to the License Event, Sale of Asset Event, Transfer of Equity Event, or Investment Event of H2M's obligation to pay the Option Payment Amount to GHGI and to incorporate into the relevant transaction

documents the obligation of H2M to pay the Option Payment Amount pursuant to the terms of this Agreement.

Section 7. Notice of Exercise of Option; Conditions; Closing.

a. Notice; Closing Location. If Grantee wishes to exercise the Option, it shall send a written notice (the date of which being herein referred to as the "Notice Date") to GHGI specifying a date (the "Closing Date") for the closing of the Option purchase (the "Closing"). The Closing will take place at the offices of OlenderFeldman, LLP, 2840 Morris Avenue, Union, New Jersey 07083 or at such other place as the Parties may mutually agree.

b. Payment and Delivery of Assignment.

i. *Payment.* Grantee shall make payment of the Option Payment Amount as set forth in Section 6, in immediately available funds by check or wire transfer to a bank account designated by GHGI or by official bank check.

ii. *Delivery.* At the Closing, simultaneously with the delivery of immediately available funds, GHGI shall transfer all rights, title and interest, in and to the GHGI Technology that is subject to the Option, including, without limitation, all such transferred rights to the patent associated with the Transferred Assets which are subject to the Option, which such transfer shall be effectuated by the execution and delivery to the Grantee an executed intellectual property assignment agreement in the form attached hereto as Exhibit "A" ("IP Assignment Agreement").

Section 8. Royalty. In addition to the obligation to pay the Option Payment Amount under this Agreement, H2M agrees to pay a royalty to GHGI for each market sector described

under Section 3A that has not been the subject of an Option Payment Amount . The provision of the License Agreement, as assigned in the Assignment Agreement, shall remain in full force and effect with respect to such market sectors that were not previously subject to an Option Payment Amount.

Section 9. Termination of Option Agreement.

a. Termination upon Payment. Upon the payment in full to GHGI of all Option Payment Amounts with respect to Licensing Events with respect to all market sectors, or with respect to a Sale of Asset Event, a Transfer of Equity Event, or an Investment Event, then H2M's obligation to make any further Option Payment Amounts under this Agreement and Royalties under the License Agreement, as assigned in the Assignment Agreement, shall both terminate.

b. Termination upon Termination of License Agreement. This Agreement shall terminate upon thirty (30) days prior written notice in the event of the termination of the License Agreement due to breach by H2M that is not cured in accordance with the terms of the License Agreement.

Section 10. Representations and Warranties.

a. Representations and Warranties. Each of the Parties to this Option Agreement hereby represents and warrants to the other Parties as follows: Each Party has the full power and authority and has taken all action necessary and received all approvals necessary to duly authorize and to execute and deliver this Option Agreement and to carry out the terms hereof, and none of such actions will violate any applicable law, regulation, order, judgment,

decree or rule, or result in the breach of, or constitute a default (or an event which, with notice or lapse of time or both would constitute a default) under, any agreement, instrument, by-laws, corporate or company charter, or understanding to which any of the Parties is a party or by which they are bound. This Option Agreement constitutes a legal, valid and binding obligation of the Parties, enforceable against each of the Parties in accordance with its terms. Neither Party has granted any right to any third party that would conflict with the rights granted or obligations imposed upon a Party hereunder.

b. Representations and Warranties of GHGI as to GHGI Technology. GHGI represents and warrants as follows:

i. The GHGI Technology encompasses all intellectual property of GHGI with respect to GHGI Technology including, without limitation, all trade secrets, processes, methodologies, drawing, schematics, and designs, as well as all letters patent, patent applications, trademarks and copyrights;

ii. Upon the Closing, H2M will exclusively own all rights, title and interest in and to the GHGI Technology and H2M will not require any rights of third parties or other rights of GHGI to operate, exploit, practice, license, sublicense, transfer or assign the GHGI Technology;

iii. Upon the Closing, the GHGI Technology will be transferred and conveyed to H2M free of all liens, encumbrances, pledges, security interest or any other claims of third parties;

iv. No further approvals, authorizations or consents will be required by GHGI to consummate the Closing and execute the IP Assignment Agreement.

c. Validity of Representations and Warranties. All of the representations and warranties of the Parties as set forth in this Section 10 shall be true and accurate as of Closing and shall survive closing in accordance with the IP Assignment Agreement.

Section 11. Further Obligations of the Parties.

a. License Agreement Obligations. All obligations of the Parties under the License Agreement shall continue and shall remain in full force and effect until such License Agreement is terminated as set forth herein.

Section 12. Miscellaneous.

a. Waiver and Amendment. Any provision of this Agreement may be waived at any time by the Party that is entitled to the benefits of such provision. This Agreement may not be modified, amended, altered or supplemented except upon the execution and delivery of a written agreement executed by the Parties hereto.

b. Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Option Agreement shall nevertheless remain in full force and effect and the Parties hereto shall negotiate in good faith to modify this Option Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the extent possible.

c. Governing Law. This Option Agreement shall be governed by, and construed in accordance with, the laws of the State of New Jersey, regardless of the laws that might otherwise govern under applicable principles of conflicts of law.

d. Notices. All notices and other communications hereunder shall be in writing and shall be deemed given if delivered personally, telecopied (with confirmation) or mailed by registered or certified mail (return receipt requested) to the parties at their respective addresses of record.

e. Counterparts. This Agreement and any amendments hereto may be executed in counterparts, each of which shall be deemed an original and all of which taken together shall constitute but a single document.

f. Further Assurances. In the event of any exercise of the Option, each Party shall execute and deliver all other documents and instruments and take all other action that may be reasonably necessary in order to consummate the transactions provided for by such exercise.

g. Complete Agreement; No Third Party Beneficiary. This Agreement and the other documents and instruments referred to herein and therein (i) constitutes the entire agreement and supersedes all prior agreements, conversations, negotiations and understandings, both written and oral, between the Parties with respect to the subject matter hereof and (ii) is not intended to confer upon any person other than the Parties hereto any rights or remedies hereunder.

-SIGNATURE PAGES TO FOLLOW-

IN WITNESS WHEREOF, the parties hereto have caused this Purchase Option Agreement to be signed by their respective officers thereunto duly authorized, all as of the day and year first written above.

GLOBAL HARVEST GROUP, INC.

By:_____
Name:_____
Title:_____

H2M BEVERAGE, LLC:

By:_____
Name: Robert F. Hagan
Title: CFO

CAP TECH GLOBAL, LLC

By:_____
Name: Robert F. Hagan
Title: CFO

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d. Notices. All notices and other communications hereunder shall be in writing and shall be deemed given if delivered personally, telecopied (with confirmation) or mailed by registered or certified mail (return receipt requested) to the parties at their respective addresses of record.

e. Counterparts. This Agreement and any amendments hereto may be executed in counterparts, each of which shall be deemed an original and all of which taken together shall constitute but a single document.

f. Further Assurances. In the event of any execution of this Option, each Party shall execute and deliver all other documents and instruments and take all other actions that may be reasonably necessary to order to consummate the transactions provided for by such execution.

g. Complete Agreement; No Third Party Beneficiary. This Agreement and the other documents and instruments referred to herein and thereto (a) constitutes the entire agreement and supersedes all prior agreements, conversations, negotiations and understandings, both written and oral, between the Parties with respect to the subject matter hereof and (b) is not intended to confer upon any person other than the Parties hereto any rights or remedies hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized, all as of the day and year first written above.

CENTRAL HARVEST GROUP, INC.

By: _____
Name:
Title:

GAMEDESIGNERS, LLC

By: _____
Name:
Title:

CAPTECH COLONIAL, LLC

By: _____
Name:
Title:

SCHEDULE A

AMENDED AND RESTATED
LICENSE AND DISTRIBUTION AGREEMENT

THIS AMENDED AND RESTATED LICENSE AND DISTRIBUTION AGREEMENT (this "**Agreement**"), dated as of August 30, 2010, by and between GLOBAL HARVEST GROUP, INC., a Nevada stock corporation having a principal place of business at 1310 Church Street, Lynchburg, VA 24504 ("**GHG**"), and CMAT CONTAINER, LLC, having a principal place of business at 223 Wanaque Avenue, Pompton Lakes, New Jersey 07442 ("**CMAT**"). CHARLES MUSUMECI and/or his assignees, Newco ("**CMA Newco**"). GHG, CMAT and CMA Newco are sometimes referred to herein individually as a "**Party**" and collectively as the "**Parties**".

RECITALS

WHEREAS, GHG is the owner of certain hereinafter described patents and related know-how and technology associated with a cap dispensing unit and chemical stability apparatus (the "GHG Cap Technology"); and

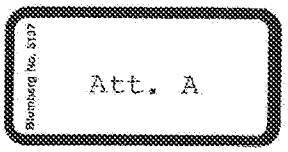
WHEREAS, GHG entered into a License and Distribution Agreement, dated March 9, 2010, with CMA Newco (the "CMA Newco License and Distribution Agreement"), pursuant to which GHG licensed the GHG Cap Technology and transferred to CMA Newco certain distribution and commercialization rights for products using the GHG Cap Technology in the nutraceutical industry (the "Nutraceutical Industry License and Distribution and Commercialization Rights"); and

WHEREAS, by Assignment and Transfer Agreement, dated August 30, 2010, CMA Newco assigned and transferred to CMAT all its rights, duties, and obligations under the CMA Newco License and Distribution Agreement;

WHEREAS, by the execution of this Amended and Restated Licensing Agreement, the Parties intend to confirm the transfer of all such Nutraceutical Industry License and Distribution and Commercialization Rights to CMAT; and

WHEREAS, GHG desires to enter into a licensing and distribution agreement with CMAT with respect to GHG Cap Technology to transfer to CMAT a license to use the GHG Cap Technology, together with manufacturing rights, distribution rights, and commercialization rights to be applicable globally to all remaining industries.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants contained herein, the Parties, intending to be legally bound, agree as follows:



ARTICLE 1
DEFINITIONS

The following terms shall have the following meanings as used in this Agreement:

1.1 "Affiliate" means a Person that controls, is controlled by or is under common control with a Party. For the purposes of this definition, the word "control" (including, with correlative meaning, the terms "controlled by" or "under common control with") means the actual power, either directly or indirectly through one or more intermediaries, to direct the management and policies of such Person, whether by the ownership of more than fifty percent (50%) of the voting stock of such Person (it being understood that the direct or indirect ownership of a lesser percentage of such stock shall not necessarily preclude the existence of control), or by contract or otherwise.

1.2 "Business Day" means any day other than (a) Saturday or Sunday or (b) any other day on which banks in New Jersey are required to be closed.

1.3 "Commercialization" and **"Commercialize"** means an offer for the sale, distribution, marketing, and promoting of the Product. When used as a verb "Commercialize" means to engage in Commercialization.

1.4 "Control" means, with respect to any intellectual property right or other tangible or intangible property, that a Party or one of its Affiliates owns or has a license or sublicense to such item or right, and has the ability to grant access, license or sublicense in or to such right without violating the terms of any agreement or other arrangement with any Third Party.

1.5 "Effective Date" shall be the date of this Agreement.

1.6 "Know-How" means any non-public information, results and data of any type whatsoever, in any tangible or intangible form whatsoever, including databases, ideas, discoveries, inventions, trade secrets, practices, methods, protocols, tests, techniques, specifications, processes, formulations, formulae, knowledge, know-how, skill, experience, materials, analytical and quality control data, market studies, drawings, plans, designs, diagrams, sketches, technology, documentation, and patent-related and other legal information or descriptions.

1.7 "Law" or **"Laws"** means all laws, statutes, rules, codes, regulations, orders, judgments and/or ordinances of any Governmental Authority having jurisdiction in the Market.

1.8 "Licensing Parties" shall mean GHG and CMAT.

1.9 "Losses" means any and all amounts paid or payable to Third Parties with respect to a Third Party Claim, including damages (including all incidental and consequential damages),

deficiencies, defaults, awards, settlement amounts, assessments, fines, dues, penalties, costs, liabilities, obligations, taxes, liens, losses, lost profits, fees and expenses (including, court costs, interest and reasonable fees of attorneys, accountants and other experts).

1.10 "**GHG Know-How**" means all Know-How Controlled by GHG or an Affiliate of GHG as of the Effective Date or, from time to time, during the Term that is necessary to Commercialize the Product in the Market, but excluding any Know-How to the extent claimed by any GHG Patents.

1.11 "**GHG Patents**" means the Patents that GHG has on the Effective Date or obtains during the Term regarding the Product. The GHG Patents as of the Effective Date are set forth on Schedule A.

1.12 "**GHG Cap Technology**" means the GHG Patents and GHG Know-How.

1.13 "**GHG Trademarks**" means the United States trademarks set forth on Schedule A.

1.14 "**Non-commercialization Expenses of Product**" are expenses incurred by GHG concerning the maintenance of the Patent and Development of GHG Know-How and legal fees and expenses incurred by GHG in connection with corporate and business matters, including the review and drafting of Licensing Agreements concerning the Product. It does not include expenses for Commercialization of the Product which are the obligation of CMAT as provided in Section 5.2 of this Agreement.

1.15 "**Parties**" shall mean GHG, CMAT and CMA Newco.

1.16 "**Patent**" means (i) patents, re-examinations, reissues, renewals, extensions, supplementary protection certificates and term restorations, any confirmation patent or registration patent or patent of addition based on any such patent, (ii) pending applications for patents, including continuations, continuations-in-part, re-examinations, reissues, renewals, extensions, supplementary protection certificates and term restorations divisional, provisional and substitute applications, and inventors' certificates, and (iii) all priority applications of any of the foregoing.

1.17 "**Person**" means any natural person, corporation, firm, business trust, joint venture, association, organization, company, partnership or other business entity, or any government, or any agency or political subdivisions thereof.

1.18 "**Product**" means the product described on Schedule A.

1.19 "**Market**" means any market or industry throughout the world.

1.20 **"Third Party"** means any entity other than GHG, CMAT, or their respective Affiliates.

1.21 **"Unit of Product"** means any finished product which uses a cap employing the GHG Cap Technology.

Interpretation. Unless the context of this Agreement otherwise requires, (a) words of one gender include the other gender; (b) words using the singular or plural number also include the plural or singular number, respectively; (c) the terms "hereof," "herein," "hereby," and other similar words refer to this entire Agreement; (d) the words "include", "includes", and "including" when used in this Agreement shall be deemed to be followed by the words "without limitation", unless otherwise specified and (e) the terms "Article" and "Section" refer to the specified Article and Section of this Agreement and (f) the phrase "unreasonably withheld", when used in connection with the right of a Party to consent or approve an action, shall mean that such consent or approval shall not be unreasonably withheld, conditioned or delayed. Whenever this Agreement refers to a number of days, unless otherwise specified, such number shall refer to calendar days.

ARTICLE 2
TRANSFER OF NUTRACEUTICAL INDUSTRY LICENSE AND DISTRIBUTION AND COMMERCIALIZATION RIGHTS TO CMAT

2.1 Transfer by CMA Newco. By its execution hereof, CMA Newco hereby assigns and transfers any and all rights and privileges set out in CMA Newco License and Distribution Agreement to CMAT, and CMAT assumes all CMA Newco's obligations set out or arising in said CMA Newco License and Distribution Agreement, including the rights, privileges and obligations applicable to the Nutraceutical Industry License and Distribution and Commercialization Rights.

2.2 Acceptance of transfer by GHG. By its execution hereof, GHG consents to such transfer and assignment by CMA Newco to CMAT, and agrees to look solely to CMAT for the performance of CMA Newco's obligations arising under the CMA Newco License and Distribution Agreement.

ARTICLE 3
AMENDMENT AND RESTATEMENT OF TERMS AND OBLIGATIONS ARISING UNDER CMA NEWCO LICENSE AND DISTRIBUTION AGREEMENT

3.1 Merger of CMA Newco License and Distribution Agreement. The Parties agree that the provisions of the CMA Newco License and Distribution Agreement are intended to be merged into the License and Distribution Agreement being granted by GHG to CMAT in this License and Distribution Agreement.

3.2 Amended and restated terms. The terms and provisions of the CMA Newco License and Distribution Agreement are amended to be identical with, and a part of, the terms of the hereinafter stated Licensing Agreement from GHG to CMAT as more particularly set forth in Article 1 and Articles 4-12 hereof.

ARTICLE 4
LICENSES

4.1 Licenses to CMAT. Subject to the terms and conditions of this Agreement, GHG hereby grants to CMAT an exclusive worldwide license, with the right to sublicense, to the GHG Cap Technology and GHG Trademarks to Commercialize the Product in the Market. CMAT's license with respect to the Market shall be exclusive to all others. GHG agrees that it will not sell or distribute any Product within the Market.

4.2 No Implied Licenses. Except as expressly provided in this Agreement, neither licensing Party grants to the other Party any right or license in any intellectual property, whether by implication, estoppel or otherwise. No implied licenses are granted under this Agreement.

4.3 Retained Rights. Except for the express rights granted to CMAT in this Agreement, CMAT shall not exercise any proprietary or property right or otherwise have any other right, title or interest in, to or under the GHG Cap Technology and CMAT shall not represent to any Third Party that it has any such proprietary or property right, or any other right, title or interest. Furthermore, any rights of GHG not expressly granted to CMAT under the provisions of this Agreement shall be retained by GHG.

4.4 Rights in Bankruptcy. All rights and licenses granted under or pursuant to any article or section of this Agreement are, and shall otherwise be deemed to be, for purposes of Section 365(n) of II U.S.C. Section 101-1 532 of the U.S. Bankruptcy Code (as amended, the "U.S. Bankruptcy Code"), licenses of rights to intellectual property" as defined under Section 101 of the U.S. Bankruptcy Code. The Parties agree that CMAT, as a licensee of such rights under this Agreement, shall retain and may fully exercise all of its rights and elections under the U.S. Bankruptcy Code, including the right to sell and market the Product. The Parties further agree that if a case is commenced during the Term by or against GHG under the U.S. Bankruptcy Code, then, unless and until this Agreement is rejected as provided in the U.S. Bankruptcy Code, GHG (in any capacity, including debtor-in-possession) and its successors and assigns (including, without limitation, a trustee) shall perform all of the obligations provided in this Agreement to be performed by such party. If the U.S. Bankruptcy Code case is commenced during the Term by or against GHG, and this Agreement is rejected as provided in the U.S. Bankruptcy Code, CMAT shall have the right to elect to retain its rights hereunder as provided in the U.S. Bankruptcy Code.

ARTICLE 5
COMMERCIALIZATION AND DISTRIBUTION

5.1 Overview and Diligence. Except as otherwise set forth in this Agreement, CMAT shall be responsible for Commercializing the Product in the Market. CMAT shall use commercially reasonable efforts to Commercialize the Product in the Market.

5.2 Overall Commercialization Expenses and Responsibilities. CMAT shall bear all costs and expenses associated with the Commercialization of the Product in the Market, including purchasing, during the first year of the term of this Agreement, the following: (i) 1 Automatic Line Assembly machine, (ii) 1 28mm mould, (iii) 1 38 mm mould and (iv) the Re-tooling of the Bottling Line. CMAT shall have the responsibility to distribute, sell, record sales and collect payments for the Product in the Market. CMAT shall have responsibility for establishing and modifying the terms and conditions with respect to the sale of the Product in the Market, including setting the price or prices, in its sole discretion, at which the Product in the Market will be sold, any discount applicable to payments or receivables, and similar matters.

5.3 Restrictions. During the Term, CMAT shall not, without first seeking the prior written consent of GHG, directly or indirectly, with or through a Third Party: (a) import into the Market any products that are competitive to the Product ("**Competitive Products**"); (b) be engaged or involved in any way within the Market in the sales, promotion, manufacture or distribution of any Competitive Products; (c) export, or enter into any agreement which would result in the export of, the Product outside the Market; or (d) directly or indirectly, promote, distribute, advertise or deal with the sale of the Product outside the Market.

5.4 CMAT's Obligations. During the Term, CMAT shall:

5.4.1 promote, sell, advertise and generally create a demand for, the Product within the Market, including by (a) distributing the Product to meet all reasonable demands for the Product and (b) providing and maintaining adequate sales, services and warehouse facilities;

5.4.2 comply with all applicable Laws existing in the Market from time to time in relation to the Product and the performance of its obligations under this Agreement;

5.4.3 maintain current detailed records relating to the Product sold in the Market in such format as GHG may request from time to time. CMAT shall make such records available to GHG and its third party representatives, on a quarterly basis or as otherwise reasonably required by GHG from time to time;

5.4.4 not make any promises, representations, warranties, promises or guarantees to customers or Third Parties with respect to the Product; and

5.4.5 promptly inform GHG of any complaint or after-sales enquiry concerning the Product which is received by CMAT.

5.5 Product Changes. Neither Party shall make any additions, modifications or alterations to the Product without the other Party's prior written consent. In the event such changes are requested by CMAT, then the associated costs for such changes will be the sole responsibility of CMAT. A Party will provide the other Party with notice of such changes in a timely manner and any potential impact they may have on the current marketing platform or manufacturing of the Product.

5.6 Manufacturing. CMAT shall have the right to perform on an exclusive basis the Manufacturing of the Product for Commercialization in the Market and shall be responsible for all costs and expenses associated therewith and provided, further, that CMAT shall have the right to subcontract with third parties for such Manufacturing.

5.6.1 Manufacturing. CMAT shall be responsible for entering into an agreement between CMAT and any Third Party manufacturer that is necessary to manufacture and supply Product for the Market.

5.6.2 Termination of Prior Agreement with MGAL. CMAT shall be responsible for entering into an agreement between CMAT and any Third Party manufacturer that is necessary to manufacture and supply Product for the Market. GHG previously entered into certain Licensing Agreement, Exclusive License to Manufacture & Distribute with Monsoon Global Asia Limited ("MGAL"). Contemporaneous with the execution of this Agreement with CMAT, all such prior Licensing Agreements with MGAL have been terminated.

5.6.3 Acknowledgment of CMAT Sublicensing and Submanufacturing Agreement with MGAL. GHG hereby acknowledges and consents to the Sublicensing and Submanufacturing Agreement executed simultaneously herewith between CMAT and MGAL, pursuant to which MGAL has been granted by CMAT with the right to manufacture the caps using GHG Cap Technology, pursuant to the terms and provisions of said Sublicensing and Submanufacturing Agreement.

5.7 Packaging, Labeling, Marketing and Promotion. GHG shall furnish CMAT, without any expense to CMAT, copies of all of its current marketing studies, materials and other data and information, to the extent such materials exist, that may be useful in commercializing or marketing the Product.

ARTICLE 6
FINANCIAL TERMS

6.1 Payments.

6.1.1 License Payments. In consideration of the licenses and rights granted herein, CMAT shall pay a total of $125,000, as follows: (A) as of the date hereof, CMAT has already paid GHG, or third parties designated by GHG, $50,000, (i) $25,000 as a licensing fee; and (ii) $25,000 for the purchase of bottling machines and equipment; (B) the balance of $75,000 shall be paid at the earliest of (i) August 30, 2011, or (ii) within thirty (30) days of the manufacture and delivery of the Product to a commercialization sublicensee. In addition, CMAT has paid expenses, legal fees, equipment fees and such other fees associated with the Non-commercialization Expenses of the Product, in the amount of, as of the date hereof, $30,000, which such amount shall be deemed an advance of the Royalty Payments set forth on Schedule B ("Advance Royalties"). GHG acknowledges that CMAT will continue to advance funds in furtherance of the Non-commercialization Expenses of the Product and that such advances shall be deemed further Advance Royalties.

6.1.2 Royalty Payments. As consideration for GHG's grant of the rights and licenses to CMAT hereunder, CMAT shall make royalty payments to GHG, as set forth on Schedule B, attached hereto ("Royalty Payments").

6.2 Guaranteed Minimums. CMAT agrees that it will make Royalty Payments on the following minimum amounts of the Product ("Guaranteed Minimums") in each of the following years:

2010	-	0 Units of the Product
2011	-	1,000,000 Units of the Product
2012	-	8,000,000 Units of the Product
2013 and thereafter	-	10,000,000 Units of the Product

The Royalty Payments on the Guaranteed Minimums will be based on the royalty payment schedule set forth in Schedule B ("Guaranteed Minimum Payment"). For example, if in 2011, 900,000 Units of the Product are manufactured for sale, then CMAT would owe GHG a Guaranteed Minimum Payment of $0.02 for 1,000,000 Units of Product and delivered to a commercialization sublicensee, or $20,000.

6.3 Payment Method. All amounts due to GHG hereunder will be paid in Dollars by check or by wire transfer in immediately available funds to an account designated by GHG, unless paid as an Advance Royalty. Any undisputed payments or portions thereof due hereunder that are not paid by the date such payments are due under this Agreement will bear simple interest at the lower of a rate per annum equal to (a) one percent (1%) per month, or (b) the maximum rate permitted by applicable Law, calculated on the number of days such payment is delinquent.

6.4 Payment Schedules; Reports. Royalty Payments due pursuant to Section 6.1 are due and payable within forty-five (45) days after the end of each calendar quarter in which there were sales of the Product. CMAT will accompany each payment under this Agreement with a report setting forth the amount of the Product manufactured for sale and delivered to a commercialization sublicensee, and a calculation of the amount of payment due on the number of Products manufactured and delivered.

6.5 Records Retention; Audit.

6.5.1 Record Retention. CMAT will maintain complete and accurate books, records and accounts relevant for the calculation of Net Sales and the number of Products sold, in sufficient detail to confirm the accuracy of any payments required under this Agreement, which books, records and accounts will be retained by CMAT for one (1) year after the end of the period to which such books, records and accounts pertain, or longer as is required by applicable Law.

6.5.2 Audit. GHG will have the right to have an independent certified public accounting firm, reasonably acceptable to CMAT, to have access during normal business hours, upon fourteen (14) days prior written notice and not more than once in each calendar year during the Term and for one (1) year thereafter, or longer as is required by applicable Law, to such of the records of CMAT and its Affiliates and sublicensees as may be reasonably necessary to verify the accuracy of the calculation of Net Sales and number of Products sold for any calendar year prior to the date of such request. Results of such inspections shall be made available to both GHG and CMAT.

6.5.3 Payment of Additional Amounts. If, based on the results of any audit, additional payments are owed to GHG under this Agreement, then CMAT will make such additional payments within thirty (30) days after the accounting firm's written report is delivered to the Parties. The provisions of Section 6.3 shall apply to such payment as of the date such additional payments were originally due.

6.5.4 Confidentiality. In connection with its audit rights in this Section 6.5, GHG will treat all information that is shared with it in connection with GHG's audit rights under this Section 6.5 in accordance with the provisions of Article 7.

ARTICLE 7
CONFIDENTIALITY

7.1 Confidential Information.

7.1.1 Confidential Information. As used in this Agreement, the term "**Confidential Information**" means all secret, confidential or proprietary information or data, whether provided in written, oral, graphic, video, computer, electronic or other form, generated pursuant to this Agreement or provided pursuant to this Agreement by one Party (the "**Disclosing Party**") to the other Party (the "**Receiving Party**"), including information relating to the Disclosing Party's existing or proposed research, development efforts, patent applications, business or products, and any other materials that have not been made available by the Disclosing Party to the general public. Notwithstanding the foregoing sentence, Confidential Information shall not include any information or materials that:

(a) were already known to the Receiving Party (other than under an obligation of confidentiality), at the time of disclosure by the Disclosing Party, to the extent such Receiving Party has documentary evidence to that effect;

(b) were generally available to the public or otherwise part of the public domain at the time of disclosure thereof to the Receiving Party through no fault of the Receiving Party;

(c) became generally available to the public or otherwise part of the public domain after disclosure or development thereof, as the case may be, and other than through any act or omission of a Party in breach of such Party's confidentiality obligations under this Agreement; or

(d) were disclosed to a Party, other than under an obligation of confidentiality, by a Third Party who had no obligation to the Disclosing Party not to disclose such information to others.

7.1.2 Confidentiality Obligations. Each of GHG and CMAT shall not disclose, and shall keep all Confidential Information of the other Party confidential with the same degree of care it employs to maintain the confidentiality of its own Confidential Information, but in no event less than a reasonable degree of care. Neither Party shall use such Confidential Information for any purpose other than in performance of, or in exercise of its rights under, this Agreement or disclose the same to any other Person other than to such of its and its Affiliates' directors, managers, employees, independent contractors, agents or consultants who have a need to know such Confidential Information to implement the terms of this Agreement or enforce its rights under this Agreement; provided, however, that a Receiving Party shall advise any of its and its Affiliates' directors, managers, employees, independent contractors, agents or consultants who receives such Confidential Information of the confidential nature thereof and of the

obligations contained in this Agreement relating thereto, and the Receiving Party shall ensure (including, in the case of a Third Party, by means of a written agreement with such Third Party having terms at least as protective as those contained in this Article 7) that all such directors, managers, employees, independent contractors, agents or consultants comply with such obligations as if they had been a Party hereto. Upon termination of this Agreement, the Receiving Party shall return or destroy all documents, tapes or other media containing Confidential Information of the Disclosing Party that remain in the possession of the Receiving Party or its directors, managers, employees, independent contractors, agents or consultants, except that the Receiving Party may keep one copy of the Confidential Information in the legal department files of the Receiving Party, solely for archival purposes. Such archival copy shall be deemed to be the property of the Disclosing Party, and shall continue to be subject to the provisions of this Article 7. It is understood that receipt of Confidential Information under this Agreement will not limit the Receiving Party from assigning its employees to any particular job or task in any way it may choose, subject to the terms and conditions of this Agreement.

7.1.3 Governmental Requirements. Confidential Information that is disclosed by judicial or administrative process shall remain otherwise subject to the confidentiality and non-use provisions of this Section 7.1, and the Party disclosing Confidential Information pursuant to law or court order shall take all steps reasonably practical, including without limitation seeking an order of confidentiality, to ensure the continued confidential treatment of such Confidential Information.

7.1.4 Notification. The Receiving Party shall notify the Disclosing Party promptly upon discovery of any unauthorized use or disclosure of the Disclosing Party's Confidential Information, and will cooperate with the Disclosing Party in any reasonably requested fashion to assist the Disclosing Party to regain possession of such Confidential Information and to prevent its further unauthorized use or disclosure.

7.2 Use of Names. Neither Party shall use the name of the other Party in relation to this transaction in any public announcement, press release or other public document without the prior written consent of such other Party, which consent shall not be unreasonably withheld.

7.3 Confidentiality of this Agreement. The terms and existence of this Agreement shall be Confidential Information of each Party and, as such, shall be subject to the provisions of this Article 7.

7.4 Survival. The obligations and prohibitions contained in this Article 7 shall survive the expiration or termination of this Agreement for a period of five (5) years.

ARTICLE 8
OWNERSHIP OF INTELLECTUAL PROPERTY AND PATENT RIGHTS

8.1 Ownership of Intellectual Property. Subject to the license grants in Section 4.1, GHG shall own and retain all right, title, and interest in and to any and all GHG Cap Technology existing at the Effective Date. Any Know-How, discoveries, developments, modifications and improvements of the Product that are conceived, discovered, developed or otherwise made by or on behalf of either Party (or its Affiliates or sublicensees), whether or not patentable, and any and all Patent and other intellectual property rights thereto shall be assigned to and owned by a business entity equally owned by GHG and CMAT.

8.2 Patent Prosecution and Maintenance.

8.2.1 GHG Patents. GHG or its licensor shall be responsible for the preparation, filing, prosecution, maintenance and defense of the GHG Patents. The cost of such preparation, filing, prosecution and maintenance of the GHG Patents shall be borne by GHG or its licensor. GHG shall keep CMAT informed of progress with regard to the preparation, filing, prosecution and maintenance of GHG Patents in the Market. If (i) GHG or its licensor elects not to pursue the filing, prosecution or maintenance of a GHG Patent in the Market or to take any other action with respect to a GHG Patent in the Market that is necessary or useful to establish or preserve rights with respect to the Product, and (ii) such GHG Patent does not claim or cover the GHG Process, then GHG shall so notify CMAT promptly in writing and in good time to enable CMAT to meet any deadlines by which an action must be taken to establish or preserve any such rights in such GHG Patent in the Market. Upon receipt of any such notice by GHG or if, at any time, GHG or its licensor fails to initiate any such action within thirty (30) days after a request by CMAT that it do so (and thereafter diligently pursue such action), CMAT shall have the right, but not the obligation, to pursue the filing or registration, or support the continued prosecution or maintenance, of such GHG Patent at its expense in the Market. If CMAT elects to pursue such filing or registration, as the case may be, or continue such support, then CMAT shall notify GHG of such election and GHG shall, and shall cause its Affiliates to, reasonably cooperate with CMAT in this regard. Any costs incurred by CMAT in this regard shall be offset against royalty payments otherwise owed to GHG.

8.2.2 Cooperation of the Parties. Each Party agrees to cooperate fully in the preparation, filing, prosecution and maintenance of any GHG Patents under this Agreement and in the obtaining and maintenance of any patent extensions, supplementary protection certificates and the like with respect to any GHG Patent claiming the composition or method of manufacture or use of the Product.

8.3 Infringement by Third Parties. The Parties shall promptly notify the other in writing of any alleged or threatened infringement of any GHG Patent of which they become aware.

8.4 Infringement of Third Party Rights. Each Party shall promptly notify the other in writing of any allegation by a Third Party that the activity of either of the Parties pursuant to this Agreement infringes or may infringe the intellectual property rights of such Third Party. GHG shall have the right to control any defense of any such claim involving alleged infringement of Third Party rights by either Party's activities under this Agreement at GHG's expense by counsel of GHG's choice; provided, however, that CMAT shall bear all costs and expenses associated with the defense of any such claim to the extent that it relates to the Commercialization or manufacture of the Product in the Market, and shall be entitled to settle or compromise such action.

ARTICLE 9
REPRESENTATIONS AND WARRANTIES

9.1 Representations, Warranties and Covenants.

9.1.1 Mutual Representations. Each of the Parties hereby represents and warrants to the other Party that, as of the Effective Date:

(a) Such Party has full corporate right, power and authority to enter into this Agreement and to perform its respective obligations under this Agreement and that it has the right to grant the licenses and sublicenses granted pursuant to this Agreement;

(b) This Agreement is a legal and valid obligation binding upon such Party and enforceable in accordance with its terms;

(c) Such Party has not granted any right to any Third Party that would conflict with the rights granted to the other Party hereunder; and

(d) There is no action or proceeding pending or, to such Party's knowledge, threatened, that questions the validity of this Agreement or any action taken by such Party in connection with the execution of this Agreement.

9.1.2 Additional Representations of GHG. GHG hereby represents and warrants to CMAT that, as of the Effective Date:

(a) With respect to the Product, GHG owns all right, title and interest in and to, all GHG Cap Technology, and Trademarks or has been granted all rights necessary to convey the rights and licenses to CMAT hereunder (collectively the "GHG Intellectual Property"). All necessary registration, maintenance and renewal fees due in connection with such GHG Intellectual Property with respect to the Product have been paid and all necessary documents and certificates in connection with such GHG Intellectual Property have been filed with the relevant Copyright, Trademark, Patent, other Governmental Authorities or domain name registrar for the purposes of registering and maintaining such GHG Intellectual Property. None

of the GHG Intellectual Property has been cancelled or abandoned; and to the knowledge of GHG, there is no basis for any infringement, misappropriation, dilution, violation or unauthorized use of the GHG Intellectual Property;

(b) All Patent applications for the GHG Patents are still pending and all issued patents within the GHG Patents are in good standing and have not been abandoned;

(c) There is no action, proceeding, or investigation pending or, to GHG's knowledge, threatened, or any basis therefor known to GHG, that questions the validity of this Agreement or the right of GHG to enter into this Agreement or to consummate the transactions contemplated hereby or that would result, either individually or in the aggregate, in any material adverse event;

(d) GHG and Monsoon Global Asia Limited ("MGAL") terminated the Exclusive License to Manufacture and Distribute, dated February 16, 2010, as amended, by Amendment dated June 16, 2010, between GHG and MGAL, and GHG is not obligated to MGAL as a result of such termination or for other reasons;

(e) GHG has not entered into any agreements with third parties which conflict or interfere with any of the rights or licenses granted by GHG to CMAT hereunder; and

(f) GHG has obtained all authorizations of all Persons required to be obtained by it as of the Effective Date in connection with the execution, delivery and performance of this Agreement.

9.2 Disclaimer of Warranty. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN SECTION 9.1, NEITHER PARTY MAKES ANY REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, BY STATUTE OR OTHERWISE, AND GHG AND CMAT EACH SPECIFICALLY DISCLAIMS ANY OTHER REPRESENTATIONS AND WARRANTIES, WHETHER WRITTEN OR ORAL, EXPRESS, STATUTORY OR IMPLIED, INCLUDING ANY WARRANTY OF QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. EACH PARTY HEREBY DISCLAIMS ANY REPRESENTATION OR WARRANTY THAT THE DEVELOPMENT, MANUFACTURE AND COMMERCIALIZATION OF THE PRODUCTS PURSUANT TO THIS AGREEMENT WILL BE SUCCESSFUL OR THAT ANY PARTICULAR SALES LEVEL WITH RESPECT TO THE PRODUCTS WILL BE ACHIEVED.

9.3 Limitation of Liability. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR LOST PROFITS OR FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, HOWEVER CAUSED, ON ANY THEORY OF LIABILITY AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING UNDER ANY CAUSE OF ACTION AND ARISING IN ANY

WAY OUT OF THIS AGREEMENT, EXCEPT AS A RESULT OF A PARTY'S WILLFUL MISCONDUCT, GROSS NEGLIGENCE, RECKLESS CONDUCT OR A BREACH OF THE CONFIDENTIALITY AND NON-USE OBLIGATIONS IN ARTICLE 5. MOREOVER, THE FOREGOING LIMITATIONS WILL NOT LIMIT EITHER PARTY'S OBLIGATIONS TO THE OTHER PARTY UNDER ARTICLE 10.

ARTICLE 10
INDEMNIFICATION; INSURANCE

10.1 Indemnification.

10.1.1 Indemnification by CMAT. CMAT hereby agrees to save, defend and hold GHG, its Affiliates, and their respective directors, members, agents and employees (collectively, "**GHG Indemnitees**") harmless from and against any and all Losses arising in connection with any and all charges, complaints, actions, suits, proceedings, hearings, investigations, claims, demands, judgments, orders, decrees, stipulations or injunctions by a Third Party (each a "**Third Party Claim**") resulting from (a) any alleged violation of any Laws by any CMAT Indemnitee relating to the pricing, promotion or advertising of Product, (b) the death of or any injury to any person or any damage to or loss of property as a result of Commercialization of the Product or otherwise distributed by CMAT, its Affiliates or sublicensees, except to the extent that such Losses are subject to indemnification by GHG pursuant to Section 10.1.2, or (c) any negligent act, omission or willful misconduct of a CMAT Indemnitee in the use, Commercialization or distribution of the Product.

10.1.2 Indemnification by GHG. GHG hereby agrees to save, defend and hold CMAT, its Affiliates, and their respective directors, members, agents and employees (collectively, "**CMAT Indemnitees**") harmless from and against any and all Losses arising in connection with any and all Third Party Claims resulting from (a) any negligent act, omission or willful misconduct by GHG or its Affiliates or their respective officers, directors, employees, agents or consultants in performing any obligations under this Agreement or in the Development of Product; or (b) any claim that the GHG Patents or Trademarks infringe upon the intellectual property rights of any Third Party.

ARTICLE 11
TERM AND TERMINATION

11.1 Term. This Agreement shall commence as of the Effective Date and, unless sooner terminated as provided herein, shall continue for an initial term of twenty (20) years, which term shall automatically renew for additional one (1) year terms unless either Party has given the other Party at least one hundred eighty (180) days written notice of its intent not to renew the term (the "**Term**").

11.2 Events of Default; Termination.

11.2.1 Breach. Either Party may, without prejudice and in addition to any other remedies available to it at Law or in equity, terminate this Agreement in the event that the other Party (the "**Breaching Party**") shall have materially breached or defaulted in the performance of any of its obligations. The Breaching Party shall have sixty (60) days after written notice thereof was provided to the Breaching Party by the non-breaching Party to remedy such default.

11.2.2 Bankruptcy. Either Party may terminate this Agreement upon written notice to other Party at any time, to the extent permitted by Law, if the other Party shall make or seek to make or arrange an assignment for the benefit of creditors, or if proceedings in voluntary or involuntary bankruptcy shall be initiated by, on behalf of or against such other Party (and, in the case of any such involuntary proceeding, not dismissed within ninety (90) days), or if a receiver or trustee of such Party's property shall be appointed and not discharged within ninety (90) days.

11.2.3 Termination For Convenience. CMAT may terminate this Agreement upon one hundred eighty (180) days prior written notice if CMAT determines in its sole discretion that the continued Commercialization of the Product by CMAT is not commercially reasonable.

11.3 Effects of Termination. Upon termination of this Agreement under Section 11.2 (but not by reason of rejection in bankruptcy):

11.3.1 Disposition of Inventory. GHG shall have the option, exercisable within thirty (30) days following the effective date of such termination, to purchase any inventory of the Product at the price paid for the Product by CMAT. GHG may exercise such option by written notice to CMAT during such thirty (30)-day period. Upon such exercise, the Parties will establish mutually agreeable and commercially reasonable payment and delivery terms for the sale of such inventory. If GHG does not exercise such option during such thirty (30)-day period, or if GHG provides CMAT with written notice of its intention not to exercise such option, then CMAT and its Affiliates and sublicensees will be entitled, during the period ending on the last day of the sixth (6th) full month following the effective date of such termination, to sell any inventory of the Product that remain on hand as of the effective date of the termination, so long as CMAT pays to GHG the royalty payments applicable to said sales in accordance with the terms and conditions set forth in this Agreement.

ARTICLE 12
MISCELLANEOUS

12.1 Governing Law. Resolution of all disputes arising out of or related to this Agreement or the performance, enforcement, breach or termination of this Agreement and any

remedies relating thereto, shall be governed by and construed under the substantive laws of the State of New Jersey, without regard to its conflicts of law rules.

12.2 Entire Agreement; Amendment. This Agreement, including the Schedules and Exhibits attached hereto (each of which is hereby incorporated herein by reference), sets forth the complete, final and exclusive agreement between the Parties hereto and supercedes and terminates all prior agreements and understandings between the Parties.

12.3 Force Majeure. Neither Party shall be liable to the other for any failure or delay in the fulfillment of its obligations under this Agreement when any such failure or delay is caused by fire, flood, earthquakes, explosions, sabotage, strikes, lockouts, lack of adequate raw materials, insurrections, civil commotions, riots, invasions, wars, acts of war (whether war be declared or not), peril of the sea, acts, restraints, requisitions, regulations or directions of, or omissions or delays in acting by, Governmental Authorities, acts of God, or any similar cause beyond the reasonable control of the performing Party (each, a "**Force Majeure Event**"). In the event that either Party is prevented from discharging its obligations under this Agreement on account of a Force Majeure Event, the performing Party will notify the other Party forthwith, and will nevertheless make every endeavor, in the utmost good faith, to discharge its obligations, even if in a partial or compromised manner.

12.4 Notices. All notices or other communications that are required or permitted under this Agreement will be in writing and delivered personally, sent by facsimile, or sent by internationally-recognized overnight courier to the addresses set forth above.

12.5 Independent Contractors. In making and performing this Agreement, CMAT and GHG shall act at all times as independent contractors and nothing contained in this Agreement shall be construed or implied for any purpose to create an agency, partnership, limited partnership, joint venture or employer and employee relationship. At no time shall one Party make commitments or incur any charges or expenses for or in the name of the other Party.

12.6 Assignment. Neither Party may sell, transfer or assign this Agreement without the other Party's prior written consent. However, CMAT may enter into sublicense and subdistribution agreements and submanufacturing agreements with third parties, including, but not limited to, sublicense and subdistribution agreements, with CAP Tech Global, LLC, without the prior consent of GHG.

12.7 Counterparts. This Agreement may be executed in three counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures provided by facsimile transmission shall be deemed to be original signatures.

12.8 Further Actions. Each Party agrees to execute, acknowledge and deliver such further instruments, and to do all such other acts, as may be necessary or appropriate in order to carry out the purposes and intent of this Agreement.

12.9 Severability. If any one or more of the provisions of this Agreement is held to be invalid or unenforceable by any court of competent jurisdiction from which no appeal can be or is taken, the provision shall be considered severed from this Agreement and shall not serve to invalidate any remaining provisions hereof. The Parties shall make a good faith effort to replace any invalid or unenforceable provision with a valid and enforceable one such that the objectives contemplated by the Parties when entering this Agreement may be realized.

12.10 Headings. The headings for each article and section in this Agreement have been inserted for convenience of reference only and are not intended to limit or expand on the meaning of the language contained in the particular article or section.

12.11 No Waiver. Any delay in enforcing a Party's rights under this Agreement or any waiver as to a particular default or other matter shall not constitute a waiver of such Party's rights to the future enforcement of its rights under this Agreement, excepting only as to an express written and signed waiver as to a particular matter for a particular period of time.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Amended and Restated License and Distribution Agreement by their proper officers as of the Effective Date.

CMAT:

CMAT CONTAINER, LLC

By: _____

Name: S. Charles Musumeci Jr.
Title: Member

GHG:

GLOBAL HARVEST GROUP, INC.

By: _____

Name: Finny Mathew
Title: Its President

CMA NEWCO:

_____
S. Charles Musumeci, Jr.

Schedule A

GHG Patents

Chemical Stability Apparatus – Patent No. US D610,004 S
Dispensing Attachment To A Container – Patent No. US D616,303 S

Utility Patent Pending - PCT 29044 U (US Patent Application No. 12/812,386)

GHG Trademarks

"Healthy Cap"
"Good Moms"

Product

Any product or manufactured item which uses or employs the GHG Cap Technology.

Schedule B

Royalty Payments

CMAT shall pay GHG Royalty Payments as follows:

$0.02 per Unit of Product manufactured for sale and delivered to a commercialization sublicensee.

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Client Ledger
ALL DATES

Date / Entry #	Received From/Paid To / Explanation	Chq# / Rec#	General Rcpts	General Disbs	Fees	Bld Inv#	Trust Activity Acc	Trust Rcpts	Trust Disbs	Trust Balance
AHM	**Advanced Health Media LLC**									
A*0001.416	**Advogent**					**Archived: 10/19/2012**		**Close No: MC0000000541**		**Resp Lawyer: KDO**

	UNBILLED				BILLED			BALANCES	
FIRM TOTAL	CHE +	RECOV +	FEES =	TOTAL	DISBS +	FEES +	TAX -	RECEIPTS =	A/R	TRUST
PERIOD	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
END DATE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

REPORT SELECTIONS - Client Ledger

Layout Template	Default
Advanced Search Filter	None
Requested by	Allison
Finished	Friday, October 19, 2012 at 11:35:48 AM
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Matters	A*0001.416 1
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Major Clients	All
Client Intro Lawyer	All
Matter Intro Lawyer	All
Responsible Lawyer	All
Assigned Lawyer	All
Type of Law	All
Select From	Active, Inactive, Archived Matters
Matters Sort by	Default
New Page for Each Lawyer	No
New Page for Each Matter	No
No Activity Date	Dec 31/2199
Firm Totals Only	No
Totals Only	No
Entries Shown - Billed Only	No
Entries Shown - Disbursements	Yes
Entries Shown - Receipts	Yes
Entries Shown - Time or Fees	Yes
Entries Shown - Trust	Yes
Incl. Matters with Retainer Bal	No
Incl. Matters with Neg Unbld Disb	No
Trust Account	All
Working Lawyer	All
Include Corrected Entries	No
Show Check # on Paid Payables	No
Show Client Address	No
Consolidate Payments	No
Show Trust Summary by Account	No
Show Interest	No
Interest Up To	Oct 19/2012
Show Invoices that Payments Were Applied to	No
Display Entries in	Date Order