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| UNITED STATES BANKRUPTCY COURT _____ DISTRICT OF <u>Delaware</u> | | PROOF OF CLAIM |
| Name of Debtor Women First Healthcare, Inc | | Case Number 04-11278 (MFW) |
| NOTE This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 USC § 503 | | |
| Name of Creditor (The person or other entity to whom the debtor owes money or property) Wyeth | | <input type="checkbox"/> Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check box if you have never received any notices from the bankruptcy court in this case. <input type="checkbox"/> Check box if the address differs from the address on the envelope sent to you by the court. |
| Name and address where notices should be sent c/o Wilmer Cutler Pickering Hale and Dorr 60 State Street Boston, MA 02109 Attn: Mark N. Polebaum, Esq Telephone number 617-526-6000 | | |
| Account or other number by which creditor identifies debtor | | Check here <input type="checkbox"/> replaces if this claim a previously filed claim, dated _____ <input type="checkbox"/> amends |
| 1 Basis for Claim <input type="checkbox"/> Goods sold <input type="checkbox"/> Services performed <input type="checkbox"/> Money loaned <input type="checkbox"/> Personal injury/wrongful death <input type="checkbox"/> Taxes <input checked="" type="checkbox"/> Other <u>Settlement Stipulation-See Exhibit A</u> | | |
| 2 Date debt was incurred November 15, 2001-April 29, 2004, August 19, 2004 | | 3 If court judgment, date obtained August 20, 2004 - See Annex II to Exhibit A |
| 4 Total Amount of Claim at Time Case Filed <u>\$5,153,299.29</u> (unsecured) (secured) (priority) (Total) If all or part of your claim is secured or entitled to priority, also complete Item 5 or 7 below <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or additional charges. | | |
| 5 Secured Claim <input type="checkbox"/> Check this box if your claim is secured by collateral (including a right of setoff). Brief Description of Collateral <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other _____ Value of Collateral \$ _____ Amount of arrearage and other charges at time case filed included in secured claim, if any \$ _____ | | 7 Unsecured Priority Claim <input type="checkbox"/> Check this box if you have an unsecured priority claim. Amount entitled to priority \$ _____ Specify the priority of the claim <input type="checkbox"/> Wages, salaries or commissions (up to \$4,925)* earned within 90 days before filing of the bankruptcy petition or cessation of the debtor's business whichever is earlier - 11 USC § 507(a)(3) <input type="checkbox"/> Contributions to an employee benefit plan - 11 USC § 507(a)(4) <input type="checkbox"/> Up to \$2,225* of deposits toward purchase lease or rental of property or service for personal family or household use - 11 USC § 507(a)(6) <input type="checkbox"/> Alimony maintenance or support owed to a spouse former spouse or child - 11 USC § 507(a)(7) <input type="checkbox"/> Taxes or penalties owed to governmental units 11 USC § 507(a)(8) <input type="checkbox"/> Other - Specify applicable paragraph of 11 USC § 507(a)(____) *Amounts are subject to adjustment on 4/1/07 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment. |
| 6 Unsecured Nonpriority Claim <u>\$ 5,153,299.29</u> <input checked="" type="checkbox"/> Check this box if a) there is no collateral or lien securing your claim, or b) your claim exceeds the value of the property securing it, or c) none or only part of your claim is entitled to priority. | | THIS SPACE IS FOR COURT USE ONLY |
| 8 Credits The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim. | | |
| 9 Supporting Documents Attach copies of supporting documents such as promissory notes purchase orders invoices itemized statements of running accounts, contracts court judgments mortgages security agreements, and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available explain. If the documents are voluminous, attach a summary. | | |
| 10 Date-Stamped Copy To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim. | | FILED AUG 30 2004 BMC Women First Healthcare Inc  00142 |
| Date 8/26/04 | Sign and print the name and title if any of the creditor or other person authorized to file this claim (attach copy of power of attorney if any) Signature <u>William M Harker</u> | |
| Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years or both. 18 USC §§ 15.2. Name <u>William M Harker</u> Title <u>Vice President</u> | | |

EXHIBIT A

Pursuant to and upon the effectiveness of the Settlement Stipulation attached as Annex I hereto, which was approved by the order of the Bankruptcy Court attached as Annex II hereto
Wyeth has an allowed nonpriority unsecured claim in the amount of \$5,153,299.29

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE**

| | | |
|------------------------------|---|------------------------|
| In re |) | |
| |) | Chapter 11 |
| |) | |
| WOMEN FIRST HEALTHCARE INC , |) | |
| |) | Case No 04-11278 (MFW) |
| Debtor |) | |
| |) | |

**SETTLEMENT STIPULATION
REGARDING SALE OF CERTAIN ASSETS OF THE DEBTOR AND WYETH**

This **SETTLEMENT STIPULATION** is entered into as of August 19, 2004, by and among Women First Healthcare, Inc , a Delaware corporation and the debtor and debtor-in-possession in Chapter 11 case number 04-11278 (MFW) pending before the United States Bankruptcy Court for the District of Delaware (the ‘ Debtor’) the Official Committee of Unsecured Creditors in the Debtor’s Chapter 11 case (the ‘Committee’), and Wyeth, a Delaware corporation (‘Wyeth’)

WHEREAS, on April 29 2004 the Debtor filed a voluntary petition for relief under Chapter 11 of the United States Bankruptcy Code (the “Bankruptcy Code”) in the United States Bankruptcy Court for the District of Delaware (the Court”), and the Debtor presently serves as debtor-in-possession pursuant to Sections 1107(a) and 1108 of the Bankruptcy Code, and

WHEREAS on May 11, 2004, the Office of the United States Trustee appointed the Committee pursuant to Section 1102(a) of the Bankruptcy Code and the Committee presently serves as an official committee of unsecured creditors pursuant to Sections 1102 and 1103 of the Bankruptcy Code and

WHEREAS on June 2, 2004, the Debtor filed its Schedules of Assets and Liabilities (Docket No. 154) (the "Schedules") in which the Debtor listed Wyeth as the holder of a secured claim in the amount of \$4,831,986.67 (unsecured portion unknown) and an unsecured nonpriority claim in the amount of \$321,312.62 for a total of \$5,153,299.29 in scheduled secured and unsecured claims of Wyeth, which claims were not listed as contingent, disputed, or unliquidated and

WHEREAS Wyeth is the registered owner of the Wygesic® Equagesic®, and Synalgos® trademarks (the "Wyeth Trademarks") that along with certain assets of the Debtor are part of a proposed sale of assets to FSC Laboratories Inc. ("FSC" and the "Asset Sale") pursuant to an Asset Purchase Agreement dated as of July 8, 2004 by and among the Debtor, FSC, and with respect to the Wyeth Trademarks Wyeth (the "FSC Purchase Agreement"),¹ and

WHEREAS, on July 9, 2004, the Debtor filed a motion with the Court seeking, among other things approval of auction and sale procedures in connection with the Asset Sale (Docket No. 217) (the "Sale Procedures Motion") and AmerisourceBergen Corporation ("Amerisource") filed an objection to the Sale Procedures Motion (Docket No. 234) (the "Sale Procedures Objection") in which Amerisource alleged that Wyeth is not the owner of the Wyeth Trademarks that the Trademark License Agreement dated as of November 15, 2001, between Wyeth's predecessor-in-interest and the Debtor and related documents (collectively the "License Agreement") effected a sale and not a license of the Wyeth Trademarks that Wyeth's liens on assets of the Debtor should be avoided, and that Wyeth should not receive proceeds of the proposed sale of the Wyeth Trademarks as contemplated by the FSC Purchase Agreement and

¹ See footnote 2 below

WHEREAS, Wyeth filed a response to the Sale Procedures Objection (Docket No. 242) (the "Sale Procedures Response") defending its ownership of the Wyeth Trademarks and raising a number of related procedural and substantive arguments and

WHEREAS, on July 30, 2004, the Court entered an order approving bidding procedures regarding the Asset Sale (Docket No. 268) (the "Sale Procedures Order") and

WHEREAS, on July 30, 2004, the Debtor filed a motion seeking the Court's approval of the Asset Sale (Docket No. 269) (the "Sale Motion"), and on August 12, 2004, the Committee filed an objection to the Sale Motion (Docket No. 292) (the "Sale Objection") in which the Committee made allegations similar to those made by Amerisource in the Sale Procedures Objection and

WHEREAS on August 5, 2004, the Committee filed a motion and related pleadings seeking a Rule 2004 examination or discovery of Wyeth related to Wyeth's claimed ownership of the Wyeth Trademarks (Docket Nos. 279, 280 and 281) (the "Discovery Requests") and on August 9, 2004, Wyeth filed an objection to the Discovery Requests (Docket No. 282) (the "Discovery Objection") and

WHEREAS, the Debtor, the Committee and Wyeth desire to resolve the issue of whether Wyeth is the owner of the Wyeth Trademarks, and the Debtor and Wyeth desire to consummate the Asset Sale with FSC on the terms and subject to the conditions of the FSC Purchase Agreement as amended, or with a substitute buyer in accordance with the Sale Procedures Order on such terms and subject to such conditions that may be agreed by the Debtor and Wyeth and consented to by the Committee

NOW THEREFORE in consideration of the foregoing, and for other good and valuable consideration, including without limitation the consideration described below, the parties hereto agree as follows

1 This Settlement Stipulation shall be effective only if and when both of the following two conditions precedent are satisfied (1) the Court enters an order approving this Settlement Stipulation and approving the Asset Sale on the terms and subject to the Conditions of the FSC Purchase Agreement as amended,² or on terms and subject to conditions agreed to by the Debtor and Wyeth and consented to by the Committee, which order is not subject to appeal, modification, reversal, vacation, or reconsideration and (2) the Asset Sale is consummated on such terms and subject to such conditions. In the event that either or both of these conditions precedent is not satisfied, then this Settlement Stipulation shall have no force and effect and shall be null and void and each of the parties to this Settlement Stipulation shall be restored to its respective rights as if it had not entered into this Settlement Stipulation.

2 Wyeth is the owner of the Wyeth Trademarks. The License Agreement is an executory contract (as that term is used in Section 365 of the Bankruptcy Code) that effected a license of the Wyeth Trademarks to the Debtor and that did not effect a sale of the Wyeth Trademarks to the Debtor. The Debtor and the Committee release any claim that the statements in this paragraph are untrue.

3 The Asset Sale may be consummated on the terms and subject to the conditions of the FSC Purchase Agreement, as amended provided that upon Wyeth's receipt of the \$900,000

² The Debtor, FSC, and Wyeth have agreed to amend the FSC Purchase Agreement to remove the Wygesic[®] trademark from the assets to be sold to FSC by Wyeth (but to keep the purchase price and all other terms and conditions of the FSC Purchase Agreement the same). The Wygesic[®] trademark shall continue to be owned by Wyeth following consummation of the asset sale.

purchase price for the Wyeth Trademarks pursuant to Section 2.03(a) of the FSC Purchase Agreement, Wyeth shall pay to the Debtor \$400,000 of that amount, and the Debtor shall hold that \$400,000 in escrow to be distributed to a liquidating trustee for the benefit of non-priority unsecured creditors pursuant to a confirmed plan. If a plan is not effective on or before November 22, 2004 and the Debtor's case is converted to a chapter 7 case, the funds held by the Debtor in escrow shall be distributed to the chapter 7 trustee for the benefit of non-priority unsecured creditors, provided however, that all parties reserve the right to object to this allocation of such escrowed funds, and provided, further, that no distributions shall be made without further order of this Court. The Committee and its members shall have standing to appear and defend the allocation of such escrowed funds at any subsequent hearing notwithstanding conversion to chapter 7.

4. In the event that the Debtor and Wyeth decide to consummate the Asset Sale with a substitute buyer in accordance with the Sale Procedures Order on such terms and subject to such conditions that may be agreed by the Debtor and Wyeth and consented to by the Committee, Wyeth, after deducting any break-up fee or expenses owing by Wyeth, shall immediately pay to the Debtor 44.4% of the amount it receives as consideration for the Wyeth Trademarks (other than the Wygesic® trademark, which will continue to be owned by Wyeth) and the Debtor shall hold that 44.4% amount in escrow to be distributed to non-priority unsecured creditors pursuant to the preceding paragraph.¹ Nothing in this Settlement Stipulation

¹ By way of illustration, assuming the Asset Sale with respect to the non-Midium products generates a gross sale price of \$3,300,000, the proceeds of sale will be distributed as follows:

| | |
|--|----------------|
| Gross Sale amount | \$3,300,000.00 |
| 10% to estate per FSC Agreement | 330,000.00 |
| Less Wyeth portion of breakup fee (51.49% x \$2,500) | (42,405.00) |
| 44.4% to non-priority unsecured creditors | \$1,299,852.20 |
| 75.6% to Wyeth | \$1,627,742.80 |

shall obligate the Debtor Wyeth or the Committee to agree or consent to an Asset Sale other than on the terms and subject to the conditions of the FSC Purchase Agreement, as amended

5 Any liens held by Wyeth in the assets of the Debtor shall be deemed avoided by the Debtor pursuant to Section 547 of the Bankruptcy Code and preserved for the benefit of the estate pursuant to Section 551 of the Bankruptcy Code

6 Wyeth shall be deemed to have an allowed nonpriority unsecured claim against the Debtor in the amount of \$5,153,299.29 (the 'Wyeth Claim'), provided that (1) in the event that the Asset Sale is consummated on the terms and subject to the conditions of the FSC Purchase Agreement as amended, Wyeth waives the first \$900,000 in distributions on account of the Wyeth Claim which distributions shall instead be paid ratably to nonpriority unsecured creditors other than Wyeth and (2) in the event that the Asset Sale is consummated with a substitute buyer in accordance with the Sale Procedures Order on such terms and subject to such conditions that may be agreed by the Debtor and Wyeth and consented to by the Committee Wyeth waives the first distributions on account of the Wyeth Claim up to the amount Wyeth receives as consideration for the Wyeth Trademarks (other than the Wygesic® trademark) after deducting any break-up fee or expenses owing by Wyeth but before deducting the 44.4% payment to the Debtor which distributions shall instead be paid ratably to nonpriority unsecured creditors other than Wyeth.⁴ To the extent that there are distributions on account of the Wyeth Claim in excess of the amounts waived by Wyeth in this paragraph, such excess distributions shall be paid to Wyeth. Wyeth shall not be required to file a proof of claim for the Wyeth Claim and none of the Debtor, the Committee, or Amerisource will object to the Wyeth Claim. Wyeth's

⁴ By way of illustration, assuming the Asset Sale with respect to the non-Midrim® products generates a gross sale price \$3,300,000, Wyeth would waive in favor of unsecured non-priority creditors the first distributions to which Wyeth may be entitled on account of the remaining Wyeth Claim up to \$2,927,795 (\$3,300,000 - (\$300,000 + 42,405.00)).

claims against the Debtor and its estate shall be limited to the Wyeth Claim provided that if the Debtor, the estate, or the Committee brings any claims against Wyeth, Wyeth reserves the right to assert counterclaims

7 The Sale Procedures Objection, the Discovery Requests, and the Sale Objection are settled as a result of this Settlement Stipulation

8 Each of the parties hereto represents and warrants that it has all requisite corporate or other organizational authority to execute and deliver this Settlement Stipulation and to perform its respective obligations hereunder

9 The terms and provisions of this Settlement Stipulation are not severable and the parties hereto shall not be bound by any term or provision of this Settlement Stipulation if any other term or provision of this Settlement Stipulation is not enforceable

10 The parties hereto agree that the Court shall have jurisdiction over disputes regarding this Settlement Stipulation, provided that, in the event that this Settlement Stipulation does not become effective because one or both of the conditions precedent in paragraph 1 have not been satisfied, then the parties shall retain their respective rights to dispute the jurisdiction of the Court over disputes related to the Wyeth Trademarks, and in that event the entry into this Settlement Stipulation shall not constitute a submission to the jurisdiction of the Court or a waiver of any procedural or substantive right by any party hereto

11 This Settlement Stipulation shall not be amended or modified without the prior written consent of each of the parties hereto. This Settlement Stipulation may be executed in one or more counterparts, each of which shall be deemed to be part of a single agreement. The parties hereto may exchange original or facsimile signature pages, each of which shall be deemed to be an original.


IN WITNESS WHEREOF, each of the Debtor, the Committee, Amensource, and Wyeth has caused this Settlement Stipulation to be executed and delivered by its duly authorized representative as an instrument under seal as of the date first written above

WOMEN FIRST HEALTHCARE, INC.

By Hugart G Truesdell
Name HUGART G TRUESDELL
Title: SOLE OFFICER + DIRECTOR

STATE OF NEW YORK)
COUNTY OF NEW YORK) ss

On the 20th day of August, 2004, before me, the undersigned notary public, personally appeared the above-named representative of Women First Healthcare, Inc., and acknowledged to me that he signed this document voluntarily for its stated purpose, and who, being by me duly sworn, did sign his name hereto




Notary Public
My commission expires 12/31/05

MARK W GEISLER
Notary Public, State of New York
No 483871
Qualified in Westchester County
Comm Expires December 31, 12 2005


**OFFICIAL COMMITTEE OF
UNSECURED CREDITORS OF
WOMEN FIRST HEALTHCARE, INC**

**BY ITS DULY AUTHORIZED
REPRESENTATIVE**

By 
Name Morton R Branzburg
Title Counsel

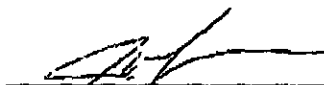
County of New Castle ss
State of Delaware

On the 19th day of August, 2004, before me, the undersigned notary public, personally appeared the above-named representative of the Official Committee of Unsecured Creditors of Women First Healthcare, Inc, and acknowledged to me that he signed this document voluntarily for its stated purpose, and who, being by me duly sworn, did sign his name hereto


Notary Public
My commission expires

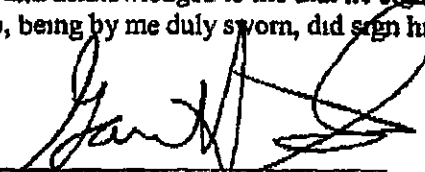
ANGELAM COLSON
NOTARY PUBLIC
STATE OF DELAWARE
My Commission Expires Aug 31 2007

WYETH

By 
 Name Jack M O'Leary
 Title Vice President and Treasurer

State of New Jersey ss
County of Morris

On the 17th day of August, 2004, before me, the undersigned notary public, personally appeared the above-named representative of Wyeth, and acknowledged to me that he signed this document voluntarily for its stated purpose, and who, being by me duly sworn, did sign his name hereto


 Notary Public
 My commission expires **GARRETT STACKMAN**
 Notary Public, State of New Jersey
 Commission Expires 8-20-2004

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re) Chapter 11
)
WOMEN FIRST HEALTHCARE, INC ,) Case No 04-11278
)
Debtor) Docket Ref No 269, 292, 318

ORDER APPROVING SETTLEMENT STIPULATION REGARDING SALE OF CERTAIN ASSETS OF THE DEBTOR AND WYETH

This Court, having considered the Settlement Stipulation Regarding Sale of Certain Assets of the Debtor and Wyeth entered into as of August 19, 2004 (the "Settlement Stipulation"), which resolves the objection of the Official Committee of Unsecured Creditors (the "Committee") to the Debtor's motion [Docket No 269] for the sale of certain assets (the "Sale Motion"), and having heard the statements of counsel in support of the relief requested therein at a hearing thereon conducted on August 19, 2004, and this Court having determined that such settlement is in the best interests of the Debtor and its estate, and after due deliberation and sufficient cause appearing therefor, it is hereby

ORDERED, that the Settlement Stipulation is approved, and it is further

ORDERED, that the Debtor, the Committee and Wyeth are authorized, directed and empowered to take such actions as may be necessary and appropriate to implement the terms of this Order, and it is further

ORDERED, that this Order shall become effective immediately upon entry

Dated Wilmington, Delaware
August 20, 2004



MARY F. WALRATH
CHIEF UNITED STATES BANKRUPTCY JUDGE

WILMER CUTLER PICKERING
HALE AND DORR LLP

George W. Shuster Jr

August 27, 2004

60 STATE STREET
1 MA 02109
Tel: 617
Fax: 617
www.wilmerhale.com

original

OVERNIGHT MAIL

Women First Healthcare, Inc
c/o BMC Group, f/k/a Bankruptcy Management Corporation
P O Box 983
El Segundo, CA 90245-0983

Re Proof of Claim of Wyeth in the Amount of \$5,153,299.29

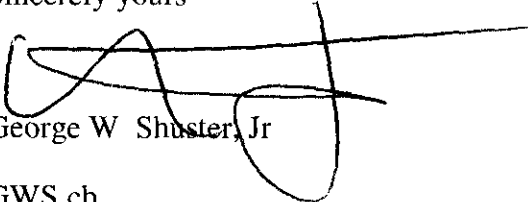
Dear Ladies and Gentlemen

Please find enclosed for filing an original signed proof of claim of Wyeth

Also enclosed is a copy of the proof of claim. Please date stamp this copy and return it to me in the enclosed envelope

If you have any questions or concerns, please contact me

Sincerely yours


George W. Shuster, Jr

GWS:cb
Enclosures

cc Jennifer Adams, Esq
Garrett Stadium, Esq
Mark Polebaum, Esq