Exhibit A

EXECUTION COPY

ASSET PURCHASE AGREEMENT

between

WOMEN FIRST HEALTHCARE, INC.
as Seller,

and

SJ STRATEGIC INVESTMENTS LLC
as Purchaser

Dated as of August 18, 2004

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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") dated as of August 18, 2004 (the "Agreement Date") is between Women First HealthCare, Inc., a Delaware corporation ("Seller" or "WFHC"), Wyeth ("Wyeth"), a Delaware corporation, and SJ Strategic Investments LLC, a Tennessee limited liability company ("Purchaser").

RECITALS

WHEREAS, Seller is engaged in the business, directly or indirectly through its Affiliates (as defined in Section 1.01), of distributing, marketing and selling the products (the "Products") set forth on Schedule 1 hereto (such business as conducted by Seller, the "Business");

WHEREAS, Seller has filed a voluntary petition for relief under Chapter 11 of the Bankruptcy Code (as defined in Section 1.01) in the Bankruptcy Court (as defined in Section 1.01);

WHEREAS, Seller intends to request that the Bankruptcy Court authorize and approve the transactions contemplated herein through the Chapter 11 Case (as defined in Section 1.01) pursuant to, among others, Sections 105, 363 and 365 of the Bankruptcy Code;

WHEREAS, Seller desires to sell to Purchaser, and Purchaser desires to purchase from Seller, Seller's right, title and interest in and to the Acquired Assets (as defined in Section 1.01) and Wyeth desires to sell to Purchaser and Purchaser desires to purchase from Wyeth, Wyeth's right, title and interest in and to the Wyeth Trademarks (as defined in Section 1.01); and

WHEREAS, Purchaser desires to assume, and Seller desires to have assumed, the Post-Closing Liabilities (as defined in Section 2.02(a)).

NOW, THEREFORE, in consideration of the premises and the mutual covenants and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

SECTION 1
DEFINITIONS AND INTERPRETATION

Section 1.01. Defined Terms. For purposes of this Agreement:

"Acquired Assets" means the assets set forth on Schedule 1.01 but excluding any claims of Seller against Wyeth.

"Affiliate" means, with respect to any Person, any Person who, directly or indirectly, controls, is controlled by or is under common control with, the specified Person. For purposes of this definition, the term "control" as applied to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management of that Person, whether through ownership of voting securities or otherwise.

"Assumption Agreement" means the Assumption Agreement executed by Purchaser in substantially the form of Exhibit A.

"Avoidance Action" means all rights and avoidance claims of Seller arising under Chapter 5 of the Bankruptcy Code.

"Balance Sheet" means the consolidated balance sheet of Seller as of December 31, 2003 included in the Financial Statements.

"Bankruptcy Code" means Title 11 of the United States Code, as amended and in effect from time to time.

"Bankruptcy Court" means the United States Bankruptcy Court for the District of Delaware having jurisdiction over Seller and its assets.

"Bill of Sale" means the Bill of Sale in substantially the form of Exhibit B.

"Books and Records" shall mean all files, documents, legal instruments, papers, books and records (scientific or financial) owned by Seller to the extent that the foregoing relate primarily to the Products, including any pricing lists, training materials, customer lists and contracts, vendor lists, archived documents, including raw data and raw data files used to support clinical and regulatory reports, financial data and all documentation relating to the Intellectual Property, but in each case, redacted to exclude information relating primarily to Seller's products other than the Products.

"Business Day" means a day other than Saturday, Sunday or any other day on which banking institutions in New York, New York or San Diego, California are required or authorized to close by law or executive order.

"CERCLA" has the meaning given in the definition of "Hazardous Substance or Waste."

"C.F.R." means the U.S. Code of Federal Regulations.

"Chapter 11 Case" means the bankruptcy case commenced by Seller under Chapter 11 of the Bankruptcy Code in the Bankruptcy Court under docket number 04-11278-MFW.

"Cleanup" means all actions required to: (a) cleanup, remove, treat or remediate Hazardous Materials in the indoor or outdoor environment; (b) prevent the Release of Hazardous Materials so that they do not migrate, endanger or threaten to endanger public health or welfare of the indoor or outdoor environment; (c) perform pre-remedial studies and investigations and post-remedial monitoring and care; or (d) respond to any government requests for information or documents in any way relating to cleanup, removal, treatment or remediation or potential cleanup, removal, treatment or remediation of Hazardous Materials in the indoor or outdoor environment.

"Contract" means any agreement, contract, evidence of indebtedness, purchase order, lease, security or pledge agreement, or license to which Seller is a party or by which it is bound and that relates to Seller's operations of developing, manufacturing, distributing, marketing and selling the Products, whether oral or written, but excluding all Employee Plans.

"DDMAC" has the meaning given in the definition of "Regulatory Documentation."

"Default" means (a) a breach of or default under any Contract, (b) the occurrence of an event that with the passage of time or the giving of notice or both would constitute a breach of or default under any Contract, or (c) the occurrence of an event that with or without the passage of time or the giving of notice or both would give rise to a right of termination, renegotiation or acceleration under any Contract.

"Employee Plan" means each employee benefit plan as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended, maintained by Seller covering any employee of Seller.

"Environmental Claim" means any claim, action, cause of action, investigation or notice (written or oral) by any Person alleging potential liability (including, without limitation, potential liability for investigatory costs, Cleanup costs, governmental response costs, natural resources damages, property damages, personal injuries, or penalties) arising out of, based on or resulting from (a) the presence, or Release into the indoor or outdoor environment, of any Hazardous Materials at any location, whether or not owned or operated by Seller, or (b) circumstances forming the basis of any violation, or alleged violation, of any Environmental Laws.

"Environmental Laws" means all federal, state, local and foreign laws and regulations relating to pollution or protection of human health or the environment, including without limitation, laws relating to Releases or threatened Releases of Hazardous Materials into the indoor or outdoor environment (including, without limitation, ambient air, surface water, ground water, land surface or subsurface strata) or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, Release, disposal, transport or handling of Hazardous Materials and all laws and regulations with regard to record keeping, notification, disclosure and reporting requirements respecting Hazardous Materials, and all laws relating to endangered or threatened species of fish, wildlife and plants and the management or use of natural resources.

"Excluded Assets" means all assets, properties and rights of Seller and any of its Affiliates of whatever kind and nature, real or personal, tangible or intangible, that are not used or held for use in the conduct or operation of the Business.

"FDA" means the United States Food and Drug Administration, or any successor entity.
"Filing Date" means April 29, 2004.

"Final Order" means an order issued and entered by the Bankruptcy Court or by any other court of competent jurisdiction that has not been reversed, stayed, modified, or amended and as to which (a) the time to appeal or petition for review, rehearing or certiorari has expired and no appeal or petition for review, rehearing or certiorari has been timely filed, or (b) any appeal or petition for review, rehearing or certiorari has been finally decided and no further appeal or petition for review, rehearing or certiorari can be taken or granted.

"Financial Statements" means the audited consolidated balance sheets of Seller as of December 31, 2003 and 2002 and the related consolidated statements of operations, stockholders' equity (deficit), and cash flows for each of the three years in the period ended December 31, 2003 included in Seller's Annual Report on Form 10-K for the fiscal year ended December 31, 2003.

"GAAP" means United States generally accepted accounting principles as in effect on the Agreement Date.

"Governmental Entity" means any court of competent jurisdiction, legislature, governmental agency, administrative agency or commission or other governmental authority or other instrumentality of the United States or any other country, or any state, county, city or other political subdivision thereof.

"Hazardous Materials" means (a) all substances defined as Hazardous Substances, Oils, Pollutants or Contaminants in the National Oil and Hazardous Substances Pollution Contingency Plan ("NOHSPCP"), 40 C.F.R. §300.5; (b) all substances that are designated pursuant to Section 311(b)(2)(A)

of the Federal Water Pollution Control Act ("FWPCA"), 33 U.S.C. § 1251 et seq.; (c) any element, compound, mixture, solution, or substance that is designated pursuant to Section 102 of the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. § 9601 et seq.; (d) any hazardous waste having the characteristics which are identified under or listed pursuant to Section 3001 of the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. § 6901 et seq.; (e) any toxic pollutant listed under Section 307(a) of the FWPCA; (f) any hazardous air pollutant that is listed under Section 112 of the Clean Air Act, 42 U.S.C. § 7401 et seq.; (g) any imminently hazardous chemical substance or mixture with respect to which action has been taken pursuant to Section 7 of the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq.; (h) petroleum, crude oil, or any fraction thereof; (i) exposed asbestos and (j) dangerous, toxic, or hazardous substances or similar terms under any other federal, state, provincial or local Environmental Law.

"IND" has the meaning given in the definition of "Regulatory Documentation."

"Intellectual Property" means, collectively, (a) the Know-How, and (b) the Trademarks.

"Inventory" means the units of finished Product with an expiration date of March 31, 2005 or later packaged for commercial sale in the possession of Seller, or owned by Seller and in the possession of Third Parties, as of June 6, 2004.

"Know-How" means the Manufacturing Know-How and the WFHC Know-How.

"Knowledge" means the actual knowledge of each of the individuals set forth on Schedule 1.01(b).

"Liability" means any liability, whether known or unknown, whether asserted or unasserted, whether absolute or contingent, whether accrued or unaccrued, whether liquidated or unliquidated, and whether due or to become due.

"Licensed Intellectual Property" means the Wyeth Trademarks.

"Lien" means any lien (statutory or otherwise), claim, charge, option, security interest, pledge, mortgage, restriction, financing statement or similar encumbrance of any kind or nature whatsoever (including any conditional sale or other title retention agreement and any lease having substantially the same effect as any of the foregoing and any assignment or deposit arrangement in the nature of a security device).

"Manufacturing Know-How" means the percentages and specifications of ingredients, the manufacturing processes, specifications, technology, inventions, assays, quality control and testing procedures, know-how and trade secrets owned by Seller and used to manufacture, formulate, test and package the Products for sale, marketing and distribution as of the Closing Date.

"Marketing Materials" means all marketing materials, marketing research data, customer and sales information, product literature, promotional materials and data, advertising and display materials, websites and all training materials in whatever medium (e.g., audio, visual or print) held in Seller's name and primarily related to the Business or the Acquired Assets as of the Agreement Date.

"Material Adverse Effect" means, with respect to a Person, a material adverse effect, whether individually or in the aggregate, (a) on the business, operations, financial condition, assets or properties, or Liabilities of such Person, including, in the case of Seller, on the Business or the Acquired Assets, or (b) on the ability of such Person to consummate the transactions contemplated hereby, provided, however,

a material adverse effect shall not include general economic or industry circumstances or events, or economic or industry trends specific to such Person and, with respect to Seller, shall not include changes or effects resulting directly or indirectly from (i) the filing by Seller of the Chapter 11 Case or (ii) any actions taken by competitors of the Business in response to the transactions contemplated by this Agreement or the filing of the Chapter 11 Case.

"Names" means "Women First HealthCare" and variations and derivates thereof, any other logos, trademarks, trade names or service marks of Seller other than the Trademarks, and any NDC Numbers of Seller.

"NDA" means any new drug application filed pursuant to the requirements of the FDA, as more fully defined in 21 C.F.R. § 314.5 et seq., including any abbreviated new drug application and all amendments and supplements to any application or abbreviated application and any equivalent application filed with any Governmental Entity.

"NDC Number" means the unique, identifying number assigned to a drug product, including the labeler code, product code and package code, in connection with the drug listing requirements of Section 510(j) of the FD&C Act and applicable FDA rules and regulations.

"NOHSPCP" has the meaning given in the definition of "Hazardous Substance or Waste."

"Order" means any decree, order, injunction, rule, judgment, or consent of or by any court or Governmental Entity.

"Ordinary Course of Business" means the operation of the Business by Seller in the usual and ordinary course in a manner substantially similar to the manner in which Seller operated immediately prior to the Filing Date.

"Permits" means all transferable licenses, permits, approvals, certificates of occupancy, authorizations, operating permits, registrations, plans and the like relating exclusively to the conduct of the Business.

"Permitted Liens" means each of the following: (a) Liens for Taxes not yet due and payable as of the Closing Date; and (b) easements, rights of way and similar imperfections of title and encumbrances, if any, that individually or in the aggregate, do not materially impair the Acquired Assets or their use in the Business.

"Person" means any individual, group, corporation, partnership or other organization or entity, including any Governmental Entity.

"Product Registrations" means the NDAs (including any marketing authorization approvals) and comparable regulatory filings and approvals for the Products held in Seller's name, including those set forth in Schedule 1.01(c).

"RCRA" has the meaning given in the definition of "Hazardous Substance or Waste."

"Registered Intellectual Property" means any Intellectual Property that is the subject of an application, certificate, filing, registration or other document issued, filed with or recorded by any Governmental Entity or other public legal authority or internet domain registrars or registries.

"Regulation" means any law, statute, regulation, ruling, rule or Order of, administered or enforced by or on behalf of, any Governmental Entity.

"Regulatory Documentation" means (a) all regulatory filings and supporting documents, chemistry, manufacturing and controls data and documentation, preclinical and clinical studies and tests, (b) NDAs and all regulatory files and foreign equivalents related thereto, (c) all records maintained under record keeping or reporting requirements of the FDA or any other Governmental Entity including all investigational new drug ("IND") applications, IND annual and safety reports, drug master files, FDA warning letters, FDA Notices of Adverse Finding Letters, FDA audit reports (including any responses to such reports), any correspondence with the Department of Drug Marketing, Advertising and Communications (the "DDMAC"), adverse event files, periodic safety update reports, complaint files, and annual product quality reviews and (d) the complete complaint, adverse event and medical inquiry filings with respect to each of the Products, in each case held by Seller or its Affiliates related to the Business, including the Product Registrations.

"Related Instruments" means the Confidentiality Agreement, Bill of Sale, Assumption Agreement, Wyeth Trademark Assignment, Seller's Officer's Certificate, Purchaser's Officer's Certificate any other agreements entered into in connection with the transaction contemplated in this Agreement.

"Release" means any release, spill, emission, discharge, leaking, pumping, injection, deposit, disposal, discharge, dispersal, leaching or migration into the indoor or outdoor environment (including, without limitation, ambient air, surface water, groundwater and surface or subsurface strata) or into or out of any property, including the movement of Hazardous Materials through or in, the air, soil, surface water, groundwater or property.

"Requirements of Laws" means any applicable foreign, federal, state and local laws, statutes, regulations, rules, codes, ordinances, enforceable judgments and Orders, permits, approvals, treaties, enacted, adopted, issued or promulgated by any Governmental Entity or common law in effect as of the Closing Date.

"Sale Hearing" means the hearing of the Bankruptcy Court to approve the transactions contemplated by this Agreement.

"Sale Order" means the order of the Bankruptcy Court, in form and substance reasonably satisfactory to Purchaser and Seller, to be issued by the Bankruptcy Court pursuant to sections 105, 363 and 365, and to the extent possible section 1146(c), of the Bankruptcy Code (i) approving this Agreement and the transactions contemplated hereby, (ii) approving the sale of the Acquired Assets to Purchaser free and clear of all Liens pursuant to section 363(f) of the Bankruptcy Code, (iii) authorizing and approving the Seller's rejection of the Trademark License Agreement as of the Closing pursuant to Section 365 of the Bankruptcy Code, (iv) finding that Purchaser is a good faith purchaser entitled to the protections of section 363(m) of the Bankruptcy Code, and (v) providing that all liens, claims, encumbrances, and interests in the Acquired Assets, including without limitation those held by Wyeth, shall attach to the sale proceeds.

"Stalking Horse" means FSC Laboratories, Inc., a Delaware corporation.

"Stalking Horse Agreement" means that certain Asset Purchase Agreement, dated as of July 8, 2004, between Seller, Wyeth and the Stalking Horse.

"Taxes" or "Tax" in the singular form, means any and all taxes, levies or other like assessments, including income, transfer, gains, gross receipts, excise, inventory, property (real, personal or intangible), custom duty, sales, use, license, withholding, payroll, employment, capital stock and franchise taxes, imposed by any Governmental Entity.

"Tax Return" means any report, return or other information filed with any taxing authority with respect to Taxes imposed upon or attributable to the operations of the Business.

"Third Party" means a Person who or which is neither a party hereto nor an Affiliate of a party hereto.

"Trademarks" means the trade names, logos, common law trademarks and service marks, trademark and service mark registrations and applications therefor held in Seller's name as set forth on Schedule 3.09, together with the goodwill associated therewith; it being understood that the Wyeth Trademarks shall not be considered a Trademark under this definition.

"United States" or "U.S." means the fifty (50) states of the United States of America, the District of Columbia, Puerto Rico and all possessions and territories of the United States of America.

"U.S.C." means the United States Code.

"WFHC Know-How" means product specifications, processes, product designs, plans, trade secrets, ideas, concepts, inventions, manufacturing, engineering and other manuals and drawings, standard operating procedures, formulae, flow diagrams, chemical, pharmacological, toxicological, pharmaceutical, physical, analytical, safety, quality assurance, quality control and clinical data, technical information, research records and all other confidential or proprietary technical and business information that is used in distributing, marketing and selling the Products, in connection with obtaining or maintaining Product Registrations or satisfying other Requirements of Laws, in each case owned by WFHC or its Affiliates as of the Closing Date; provided, however, that "WFHC Know How" shall not include Manufacturing Know How.

"Wyeth Trademark Assignment" has the meaning set forth in Section 7.01(e).

"Wyeth Trademarks" means the registered trademarks EQUAGESIC (United States Registration No. 682,783) and SYNALGOS (United States Registration No. 2,463,891) and all related goodwill, common law and statutory rights therein or associated therewith.

Section 1.02. Other Defined Terms.

The following terms have the meanings set forth in the Sections set forth below:

Term	Section
Agreement	Preamble
Agreement Date	Preamble
Business	Recitals
Closing	2.04(a)
Closing Date	2.04(a)
Confidentiality Agreement	5.01
Conflict	3.03(a)
Deposit	2.03(b)
Disclosure Schedule	Preamble to Section 3

Excluded Liabilities	2.02(b)
FD&C Act	3.11
Non-Serious Adverse Event	8.08(c)
Post-Closing Liabilities	2.02(a)
Proceedings	3.09(c)
Products	Recitals
Purchase Price	2.03(a)(i)
Purchaser	Preamble
Purchaser's Officer's Certificate	2.04(c)(ii)
Seller	Preamble
Seller's Officer's Certificate	2.04(b)
Serious Adverse Event	8.08(c)
Trademark License Agreement	2.01(b)
Transfer Taxes	5.02
WFHC	Preamble
Wyeth	Preamble

Section 1.03. Interpretation.

In the event of an ambiguity or a question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Agreement.

Section 1.04. Singular; Plural; Use of Words.

The definitions of the terms in this Agreement shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation." The word "will" shall be construed to have the same meaning and effect as the word "shall." Unless the context requires otherwise (a) any definition of or reference to any agreement, instrument or other document in this Agreement shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth in this Agreement), (b) any reference in this Agreement to any Person shall be construed to include the Person's successors and assigns, (c) the words "herein," "hereof" and "hereunder," and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision of this Agreement, and (d) all references in this Agreement to Sections, Exhibits or Schedules shall be construed to refer to Sections, Exhibits and Schedules of this Agreement. Any law or statute defined or referred to herein means such law or statute as from time to time amended, modified or supplemented, including by succession of comparable successor laws and statutes.

SECTION 2
CONSUMMATION OF TRANSACTION

Section 2.01. Acquired Assets.

(a) Transfer of Acquired Assets.

(i) On the terms and subject to the conditions of this Agreement, at the Closing, Seller shall sell, assign, transfer, convey and deliver to Purchaser, and Purchaser shall purchase, acquire and accept from Seller, all the right, title and interest of Seller as of the Closing Date in,

to and under the Acquired Assets, free and clear of all Liens, other than Permitted Liens, in accordance with Section 363(f) of the Bankruptcy Code.

(ii) Purchaser acknowledges and agrees that the Acquired Assets do not include (A) any rights in or to any intellectual property other than the Intellectual Property or (B) any rights in or to any Excluded Assets.

(iii) Notwithstanding anything contained in this Agreement to the contrary, (A) from and after the Closing, Seller and its respective Affiliates shall retain all of their respective rights, title and interest in and to the Excluded Assets, and (B) Seller may retain an archival copy of all Books and Records, Marketing Materials, Regulatory Documentation and other documents or materials conveyed by Seller hereunder.

(b) Wyeth Trademarks. On the terms and subject to the conditions of this Agreement, at the Closing, Wyeth shall sell, assign, transfer, convey and deliver to Purchaser, and Purchaser shall accept from Wyeth, all right, title and interest of Wyeth in, to and under the Wyeth Trademarks, free and clear of all Liens; it being understood that on the Closing, Purchaser shall have no rights to, or obligations in respect of, any of the Wyeth Trademarks pursuant to the Trademark License Agreement (the "Trademark License Agreement") between Wyeth and Seller dated November 15, 2001, which Trademark License Agreement shall be rejected by operation of the Sale Order as of the Closing Date.

(c) No Assignment. Notwithstanding anything to the contrary contained in this Agreement, except as provided in the Sale Order, if the sale, assignment, transfer, conveyance or delivery or attempted sale, assignment, transfer, conveyance or delivery to Purchaser of any asset that would be an Acquired Asset, other than any asset or assets that are material to the conduct of the Business on the whole, is (i) prohibited by any Requirements of Laws or (ii) would require any authorizations, approvals, consents or waivers from a Third Party or Governmental Entity and such authorizations, approvals, consents or waivers shall not have been obtained prior to the Closing or obviated by the Sale Order, then in either case the Closing shall proceed without the sale, assignment, transfer, conveyance or delivery of such asset and this Agreement shall not constitute a sale, assignment, transfer, conveyance or delivery of such asset. For the avoidance of doubt, and without limitation, each of the Wyeth Trademarks, the Product Registrations and any amount of Inventory with a wholesale value of more than Fifty Thousand Dollars ($50,000) shall be deemed material to the conduct of the Business on the whole. In the event that the Closing proceeds without the sale, assignment, transfer, conveyance or delivery of any such asset, then following the Closing, the parties shall use their reasonable commercial efforts, and cooperate with each other in good faith, to obtain promptly such authorizations, approvals, consents or waivers; provided, however, that Seller shall not be required to pay any consideration to obtain any such authorization, approval, consent or waiver. Pending such authorization, approval, consent or waiver, the parties shall cooperate with each other in good faith (at their own expense) in any reasonable and lawful arrangements that will provide to Purchaser the benefits of use of such asset and to Seller the benefits that, in each case, it would have obtained had the asset been conveyed to Purchaser at the Closing. To the extent that Purchaser is provided the benefits of an asset pursuant to this Section 2.01(b), from and after the Closing Date Purchaser shall perform the obligations of Seller with respect to such asset that arise after the Closing Date and satisfy any related obligations and Liabilities with respect to such asset that arise after the Closing Date, that in each case, but for the lack of an authorization, approval, consent or waiver to assign such obligations or Liabilities to Purchaser, would be Post-Closing Liabilities. If authorization, approval, consent or waiver for the sale, assignment, transfer, conveyance or delivery of any such asset not sold, assigned, transferred, conveyed or delivered at the Closing is obtained, Seller shall assign, transfer, convey and deliver such asset to Purchaser at no additional cost to Purchaser.

Section 2.02. Post-Closing Liabilities.

(a) Upon the terms and subject to the conditions of this Agreement, Purchaser shall assume, effective as of the Closing Date, and Purchaser shall pay, perform and discharge when due, all Liabilities, obligations and commitments of whatever kind and nature relating to the Business, the Products, the Acquired Assets, or the ownership, sale or lease of any of the Acquired Assets by Purchaser, in each case to the extent arising from Purchaser's operation of the Business after the Closing Date, but excluding any Liability arising out of the operation of the Business by Seller as of or prior to the Closing Date or in respect of any Products or other products sold or shipped (other than to Purchaser as part of the Acquired Assets) by Seller (the "Post-Closing Liabilities").

(b) Purchaser shall not assume, or otherwise be responsible for, any Liabilities of Seller whether liquidated or unliquidated, or known or unknown, whether arising out of occurrences prior to, at or after the Closing Date ("Excluded Liabilities"), which Excluded Liabilities include:

(i) all Liabilities arising out of or relating to any product liability, breach of warranty or similar claim for injury to Person or property, whether based on negligence, breach of warranty, strict liability, enterprise liability or any other legal or equitable theory arising from defects in products, due to the use or misuse of any Product or the Acquired Assets, to the extent arising from occurrences, Seller's operation of the Business or Products sold on or prior to the Closing Date;

(ii) any Liability to or in respect of any employees or former employees of Seller;

(iii) any Liability of Seller in respect of any Tax (except as contemplated by Section 5.02 below); and

(iv) Environmental Claims arising from occurrences or Seller's operation of the Business prior to the Closing Date.

(c) Purchaser's obligations to Third Parties under this Section 2.02 shall not be subject to offset or reduction by reason of any actual or alleged breach of any representation, warranty or covenant contained in this Agreement or any Related Instrument.

(d) For the avoidance of doubt, Purchaser shall not assume or otherwise be responsible for any Contracts of Seller.

Section 2.03. Purchase Price.

(a) Purchase Price. As full and fair consideration for the Acquired Assets and the Wyeth Trademarks, Purchaser agrees to:

(i) deliver or cause to be delivered Three Million, Three Hundred Thousand Dollars ($3,300,000) (the "Purchase Price") less the Deposit, as follows: (A) Two Million Nine Hundred and Seventy Thousand Dollars ($2,970,000) by wire transfer in immediately available funds to Wyeth to an account identified by Wyeth to Purchaser in writing not less than three (3) Business Days prior to the Closing in consideration of the Wyeth Trademarks, and (B) the balance of the Purchase Price to Seller by wire transfer in immediately available funds to an account identified by Seller not less than three (3) Business Days prior to the Closing in consideration of the Acquired Assets; and

(ii) assume the Post-Closing Liabilities as of the Closing.

(b) Earnest Money Deposit. Purchaser has delivered to Seller by wire transfer in immediately available funds an amount equal to One Hundred Seventy Five Thousand Dollars ($175,000) the ("Deposit"). Interest earned on the Deposit shall be credited to and become part of the Deposit reflected as it is credited to such account. Purchaser and Seller acknowledge that any rights of Seller to receive any disbursement of the Deposit pursuant to this Agreement are subject to the rights of Seller's senior secured lenders. The Deposit shall be disbursed in accordance with one of the following provisions, whichever shall apply:

(i) If the Closing occurs, then at Closing the amount of the Deposit shall be credited toward the Purchase Price and delivered to Seller;

(ii) If this Agreement is terminated pursuant to Section 9 of this Agreement (other than a termination with respect to which the Deposit is payable to Seller pursuant to clause (iii) below), then within two (2) Business Days after such termination, the Deposit shall be returned to Purchaser; or

(iii) If (A) this Agreement is terminated by Seller pursuant to Section 9.01(c) of this Agreement and (B) as of the date of such termination Purchaser does not have any right to terminate this Agreement pursuant to Section 9, then the Deposit shall be paid to Seller as liquidated damages and not a penalty and as Seller's sole and exclusive remedy. The parties recognize that the determination of damages in the event of a termination of this Agreement pursuant to Section 9 will be difficult and that the disbursement of the Deposit constitutes a reasonable estimate of such actual damages, and therefore liquidated damages and not a penalty.

(c) Allocation of Purchase Price. The Purchase Price shall be allocated among the Acquired Assets and the Wyeth Trademarks in the manner set forth on Schedule 2.03(c), in accordance with Section 1060 of the Internal Revenue Code of 1986, as amended, following the Closing Date. Purchaser Seller and Wyeth agree (i) to report the sale of the Acquired Assets for federal and state Tax purposes in accordance with the allocations set forth on Schedule 2.03(c), and (ii) not to take any position inconsistent with such allocations on any of their respective Tax Returns.

Section 2.04. Closing; Deliveries.

(a) Closing. Provided that the Sale Order shall have been entered and no stay with respect thereto shall be in effect and the closing of the transactions contemplated hereby (the "Closing") is permitted under the terms of the Sale Order, the Closing shall take place at the offices of Latham & Watkins LLP, 12636 High Bluff Drive, Suite 300, San Diego, California 92130 and on a date and time (the "Closing Date") to be mutually agreed upon by Purchaser and Seller.

(b) Closing Deliveries by Seller. At the Closing, Seller shall deliver or cause to be delivered four (4) originals or facsimiles (with originals to follow within forty-eight (48) hours after the Closing) of each of the following, in each case duly executed by Seller, (i) the Bill of Sale, (ii) the Assumption Agreement, (iii) a certificate, duly executed by an authorized officer of Seller, in substantially the form attached hereto as Exhibit C ("Seller's Officer's Certificate"), (iv) a certified copy of the resolutions of the Board of Directors of Seller approving the transactions contemplated hereby, and (v) valid and binding consents of all Persons whose consent was obtained pursuant to Section 5.05(a)(i), and (vi) such other documents, instruments and certificates as may be appropriate to effect the transactions contemplated hereby as Seller may reasonably request.

(c) Closing Deliveries by Purchaser. At the Closing, Purchaser shall deliver or cause to be delivered to Seller:

(i) the Purchase Price in immediately available U.S. dollars by electronic funds transfer in the amounts and to the accounts of such entities as are designated by Seller to Purchaser in writing prior to the Closing Date; and

(ii) four (4) originals or facsimiles (with originals to follow within forty-eight (48) hours after the Closing) of each of the following, in each case duly executed by Purchaser, (A) the Assumption Agreement, (B) a certificate, duly executed by an authorized officer of Purchaser, in substantially the form attached hereto as Exhibit D ("Purchaser's Officer's Certificate"), (C) a certified copy of the resolutions of the manager of Purchaser approving the transactions contemplated hereby, and (D) such other documents, instruments and certificates as may be appropriate to effect the transactions contemplated hereby as Purchaser may reasonably request.

(d) Delivery of Documents. All documents delivered at the Closing by the parties pursuant to Sections 2.04(b) and 2.04(c)(ii) shall be dated as of the Closing Date.

(e) Delivery of Certain Acquired Assets. On the Closing Date, title to the Inventory, the Regulatory Documentation, the Books and Records and the Marketing Materials shall be transferred to Purchaser. Immediately following the Closing, Seller will make the Inventory available for pick-up by Purchaser or its common carrier at Purchaser's cost. In addition, promptly, but in no event later than ten (10) days following the Closing Date, Seller will deliver to Purchaser that portion of the Regulatory Documentation comprised of the complete complaint, adverse event and medical inquiry filings with respect to each Product to the extent it exists. Promptly, but in no event later than fifteen (15) days following the Closing Date, Seller will deliver the Books and Records, the Marketing Materials and the balance of the Regulatory Documentation to Purchaser.

Section 2.05. [Intentionally Omitted].

Section 2.06. Risk of Loss.

Except as otherwise provided in Section 2.04(e), until the Closing, any loss of or damage to the Acquired Assets from fire, casualty or any other occurrence shall be the sole responsibility of Seller. At the Closing, title to the Acquired Assets shall be transferred to Purchaser. Seller shall bear the risk of loss to the Inventory, the Regulatory Documentation, the Books and Records and the Marketing Materials until they have been delivered to Purchaser or its common carrier; thereafter, Purchaser shall bear all risk of loss associated with such Acquired Assets and shall be solely responsible for procuring adequate insurance to protect against such loss. Seller shall continue to maintain adequate insurance against loss associated with the Acquired Assets until they have been delivered to Purchaser or its common carrier.

Section 2.07. Bankruptcy Court Approval.

Notwithstanding anything contained herein to the contrary, performance by Seller of its obligations under this Agreement are expressly conditioned upon entry of the Sale Order, which shall not have been stayed by the Closing, by the Bankruptcy Court expressly approving such performance.

SECTION 3
REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants to Purchaser, as of the date hereof and the Closing Date (except as otherwise expressly provided herein), subject to such exceptions as are disclosed in the disclosure schedule supplied by Seller (the "Disclosure Schedule"), which Disclosure Schedule shall be deemed to be part of the representations and warranties of Seller as if made herein, as follows:

Section 3.01. Organization, Etc.

Seller is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Delaware. Seller is duly authorized to conduct its business and is in good standing in each jurisdiction where such qualification is required, except for any jurisdiction where failure to so qualify would not have a Material Adverse Effect on Seller. Seller has full power and authority, and holds all permits and authorizations, to carry on its business, including the Business, and to own and use the assets and properties owned and used by it, including the Acquired Assets, except where failure to have such power and authority or to hold such permits or authorizations would not have a Material Adverse Effect on Seller.

Section 3.02. Authority; Execution and Delivery; Enforceability.

Subject to entry of the Sale Order, Seller has all requisite power and authority and has taken all actions necessary to execute and deliver this Agreement and all Related Instruments to be executed and delivered by Seller, to consummate the transactions contemplated hereby and thereby and to perform its obligations hereunder and thereunder, and no other proceedings on the part of Seller are necessary to authorize this Agreement or any Related Instrument to be executed and delivered by Seller or to consummate the transactions contemplated hereby or thereby. Subject to the provisions of the Bankruptcy Code and the entry and effectiveness of the Sale Order, this Agreement has been duly and validly executed and delivered by Seller and, assuming that this Agreement has been duly authorized, executed and delivered by Purchaser, constitutes, and each Related Instrument that is to be executed and delivered by Seller will constitute when executed and delivered by Seller, assuming that such Related Instrument has been duly authorized, executed and delivered by Purchaser, if and as applicable, a valid and binding obligation of Seller, enforceable against Seller in accordance with its terms.

Section 3.03. Consents and Approvals; No Violations.

(a) Subject to entry of the Sale Order, the execution and delivery by Seller of this Agreement and any Related Instruments, and the performance by Seller of its obligations under this Agreement and any Related Instrument to be executed and delivered by Seller and the consummation of the transactions contemplated hereby and thereby will not: (i) conflict with or violate or breach any of the terms, conditions or provisions of any organizational document of Seller, (ii) conflict with or result in a violation or breach of, or constitute a Default (or an event that, with notice or lapse of time or both, would constitute a breach or default) under, or result in the termination of, or accelerate the performance required by, or cause the acceleration of the maturity of any debt or obligation pursuant to, any Contract to which Seller is a party or by which Seller or any of the Acquired Assets is bound, or result in the creation or imposition of any Lien upon any of the Acquired Assets, other than Permitted Liens, or (iii) violate or conflict with any Requirements of Laws applicable to Seller or the Acquired Assets, except in the case of clauses (ii) or (iii) for violations, breaches or defaults that do not, or would not reasonably be expected to, result in a Material Adverse Effect on Seller (any of (i), (ii) and (iii), a "Conflict").

(b) No permit, consent, approval, or registration, declaration or filing with, any Person (so as not to trigger any Conflict) is necessary for the execution and delivery of this Agreement or any Related Instrument by Seller or the consummation by Seller of the transactions contemplated by this Agreement or any Related Instrument to be executed and delivered by Seller, except for consents, approvals or

authorizations of, or declarations or filings with, the Bankruptcy Court, as applicable, in connection with the Sale Order.

Section 3.04. Financial Statements and Books and Records.

The Financial Statements have been prepared in accordance with Seller's accounting policies applied on a consistent basis, which are in accordance with GAAP, and fairly present, in all material respects, as of the dates thereof and for the periods then ended, the financial condition and results of operations for Seller. The Books and Records are all of the books, records and recorded information primarily related to the Business.

Section 3.05. Absence of Certain Changes.

Except as set forth in Schedule 3.05, since January 1, 2004 to the date of this Agreement, Seller has not: (a) transferred or granted any rights or options in or to any of the Acquired Assets except for the transfer to a third party prior to June 6, 2004 of Inventory in the Ordinary Course of Business; (b) transferred to any Third Party any rights under any licenses, sublicenses or other agreements with respect to any Intellectual Property; or (c) engaged in special promotions of the Products or established any tie-ins of the Products with Seller's other products.

Section 3.06. Undisclosed Liabilities.

Seller does not have any Liabilities related to or arising from the Business required by GAAP to be reflected or reserved against in a balance sheet of Seller except (a) Liabilities reflected or reserved against in the Balance Sheet, (b) Liabilities related to Products that have been returned or estimated to be returned, (c) Liabilities disclosed on Schedule 3.06 and (d) Liabilities that were incurred since December 31, 2003 that are immaterial, individually or in the aggregate.

Section 3.07. Taxes.

Seller has timely filed all material returns, declarations, reports, information returns and statements required to be filed by it in respect of any Taxes relating to or arising from the Business and/or the Acquired Assets and paid all Taxes relating to or arising from the Business and/or the Acquired Assets due and payable by it through the date hereof. No written notice of any material proposed Tax deficiency, assessment or levy has been received, used or held for use in the conduct or operation of the Business relating to or arising from the Business and/or the Acquired Assets. Seller has duly withheld from each payment from which such withholding is required by law the amount of all Taxes relating to or arising from the Business and/or the Acquired Assets required to be withheld therefrom and has paid the same (to the extent due), together with the employer's share of the same, if any, to the proper Tax receiving officers.

Section 3.08. Title of Assets.

Upon the consummation of the transactions contemplated herein, Purchaser shall acquire all right, title and interest of Seller in and to, the Acquired Assets, free and clear of all Liens, other than Permitted Liens. To the Knowledge of Seller, Schedule 3.08 identified all Permitted Liens that exist in respect of any of the Acquired Assets.

Section 3.09. Intellectual Property.

(a) Except as set forth on Schedule 3.09(a) and for Permitted Liens, Seller has all right, title and interest in and to the Intellectual Property owned by Seller, free and clear of all mortgages, pledges, charges, Liens, equities, security interests or other encumbrances without any conflict with the rights of others.

(b) Each item of Intellectual Property is valid, subsisting, in full force and effect, and has not been abandoned or passed into the public domain, and all necessary registration, maintenance and renewal documentation and fees in connection with Registered Intellectual Property have been timely filed with the appropriate authorities and paid.

(c) Except as set forth on Schedule 3.09(c), there are no claims, actions, suits, proceedings, arbitrations, orders, inquiries, hearings or assessments before any court, tribunal (including the United States Patent and Trademark Office or equivalent authority anywhere in the world) or other Governmental Entity ("Proceedings") other than Proceedings related to usual and customary trademark prosecutions in the Ordinary Course of Business relating to any Intellectual Property and Licensed Intellectual Property, and no Intellectual Property or Licensed Intellectual Property is subject to any outstanding Order or stipulation restricting in any manner the use, transfer or licensing thereof or that may affect the validity, use or enforceability of the Intellectual Property. Seller has no Knowledge of any circumstances or information that would render the Registered Intellectual Property invalid or unenforceable, would adversely affect any pending application for any Registered Intellectual Property, or would materially adversely affect or materially impede Purchaser's ability to use any Intellectual Property in the manner used or held for use in the conduct or operation of the Business as conducted currently and in the year prior to the Filing Date.

(d) To the Knowledge of Seller, no Person has infringed or misappropriated, or is infringing or misappropriating, the Intellectual Property. Seller has not received written notice from any Person and has no Knowledge that the use of the Intellectual Property or the Licensed Intellectual Property has infringed or misappropriated, or infringes or misappropriates, the intellectual property of any Person.

(e) No present or former employee or consultant of Seller owns or has any proprietary financial or other interest, direct or indirect, in the Intellectual Property or the Licensed Intellectual Property.

(f) Seller has taken commercially reasonable security measures to protect the secrecy, confidentiality and value of any Seller trade secrets or confidential information included in the Intellectual Property and the Licensed Intellectual Property, including having and enforcing a policy requiring employees, consultants and other independent contractors to execute confidentiality and intellectual property assignment agreements.

(g) The Intellectual Property and the Licensed Intellectual Property constitutes all of the intellectual property rights owned, exclusively licensed or otherwise controlled, used or held for use by Seller in the conduct or operation of the Business as currently conducted and as conducted in the year prior to the Filing Date.

Section 3.10. Books and Records.

To the Company's knowledge, Schedule 3.10 sets forth a general description of the clinical and regulatory items that are a part of the Books and Records.

Section 3.11. Compliance with Law.

Except to the extent that it could not reasonably be expected to have a Material Adverse Effect, the Business is conducted in compliance with all applicable permits, government licenses, registrations, approvals, concessions, franchises, authorizations, orders, injunctions, decrees, laws, regulations, guidance and guidelines, including the United States Food, Drug and Cosmetic Act (the "FD&C Act") and the Prescription Drug Marketing Act. Seller has not received any written notice to the effect that, or otherwise been advised that, it is not in compliance with any of such permits, government licenses, registrations, approvals, concessions, franchises, authorizations, orders, injunctions, decrees, laws, regulations, guidance or guidelines.

Section 3.12. Inventory.

Schedule 3.12 sets forth the quantities of all Inventory as of June 6, 2004. Seller owns all of the Inventory. All of the Inventory reflects the normal inventory valuation policies of Seller and is valued on the Balance Sheet and on Schedule 3.12 at the lower of cost and market value, on a first-in, first-out basis in accordance with GAAP and reflects write-downs to realizable values in the case of items that are below standard quality or have become obsolete or unsaleable (except at prices with less than normal gross margins). The Inventory is of good and merchantable quality, fit for the purpose for which it is intended and saleable and useable in the Ordinary Course of Business. All of the items of Inventory (subject to the reserves described above) meet Seller's current standards and specifications. All of the Inventory was produced in accordance with current good manufacturing practices and all other Requirements of Laws and is in merchantable condition. Since June 6, 2004, Seller has not transferred or sold, or entered in to any contract (other than this Agreement and other than the Stalking Horse Agreement which agreement will not result in the sale of any of the Acquired Assets or the Wyeth Trademarks to any Third Party) to transfer or sell, any Inventory, and none of the Inventory reflected on Schedule 3.12 is subject to any contract of sale other than this Agreement.

Section 3.13. Regulatory Matters.

(a) Except as set forth on Schedule 3.13(a), Seller has filed with all applicable Governmental Entities, including the FDA, all notices, supplemental applications and annual or other reports or documents, including adverse experience reports that are material to the conduct of the Business as conducted by Seller to the extent required under all applicable laws, including the FD&C Act.

(b) Except as set forth on Schedule 3.13(b), Seller has not received or been subject to: (i) any FDA Form 483's with respect to any Product; (ii) any FDA Notices of Adverse Findings with respect to any Product; or (iii) any warning letters or other written correspondence from the FDA or any other Governmental Entity with respect to any Product, in which the FDA or such other Governmental Entity asserted that the operations of Seller were not in compliance with applicable Requirements of Laws with respect to any such Product in the United States or any foreign jurisdiction. Except as set forth on Schedule 3.13(b), there has not been any occurrence of any product recall, market withdrawal or replacement, or post-sale warning conducted by or on behalf of Seller concerning any Product in the United States or any foreign jurisdiction, or any product recall, market withdrawal or replacement conducted by or on behalf of any entity as a result of any alleged defect in any Product in the United States or any foreign jurisdiction. Schedule 3.13(b) identifies each material complaint and notice of alleged defect or adverse reaction with respect to each Product in the United States or any foreign jurisdiction that has been received in writing by Seller and its Affiliates.

(c) The Product Registrations are the only material regulatory approvals necessary from all applicable Governmental Entities, including the FDA, for Seller to conduct the Business as currently conducted by Seller and as conducted by Seller in the year prior to the Filing Date.

(d) Seller has fulfilled and performed its obligations under the Product Registrations in the United States and in the EU, Canada and Puerto Rico. No event has occurred or condition or state of facts exists that constitutes or, after notice or lapse of time or both, would constitute a material breach or default or violation under any such Product Registration or that permits or, after notice or lapse of time or both, would permit revocation or termination of any such Product Registration, or that might adversely affect in any material respect the rights of Seller under any such Product Registration; provided, however, post-marketing studies may hereafter be necessary or required by Governmental Entities; provided further, however, to Seller's Knowledge no such post-marketing studies have been, identified, suggested, proposed or required by any Person as of the Agreement Date or the Closing Date. No notice of cancellation, of default, of violation or of any material dispute concerning the Product Registrations, or of any event, condition or state of facts described in the preceding clause, has been received by, or is known to, Seller. The Product Registrations are valid, subsisting and in full force and effect, and may, subject to applicable law, be assigned and transferred to Purchaser in accordance with this Agreement, and will continue in full force and effect thereafter, in each case so long as the Business is conducted by Purchaser in the manner currently conducted, without (i) the occurrence of any breach, default or forfeiture of rights thereunder, or (ii) the consent, approval or act of, or the making of any filing with, any Governmental Entity other than as set forth on Schedule 3.13(d).

Section 3.14. Litigation.

Except as set forth on Schedule 3.14, there are no Proceedings pending or threatened in writing against, relating to, affecting or arising in connection with (a) Seller (in respect of the Acquired Assets or the Business), the Acquired Assets or the Business, (b) this Agreement and any Related Instrument to which Seller is a party or (c) the transactions contemplated by this Agreement or any Related Instrument to which Seller is a party.

Section 3.15. Environmental Matters.

(a) No written claims have been made or threatened in writing by Third Parties for any Release relating to any of the Products.

(b) All properties currently used or held for use by Seller in the conduct or operation of the Business and all activities of Seller are in compliance with all applicable Environmental Laws; Seller has maintained in effect all environmental permits, licenses, certificates or other approvals with respect to the Business required by any applicable Environmental Law; and Seller is in compliance with all terms and conditions of such approvals.

(c) Seller has not received written notification within the immediately preceding three (3) years from any Governmental Entity with respect to any current, existing material violation of Environmental Law relating to the Business.

(d) Seller has not received written notification within the immediately preceding five (5) years (i) that it is a Potentially Responsible Party under the CERCLA or analogous state or federal law at any site listed on the National Priorities List (or any such analogous state or federal list) to which it sent or arranged for the transportation or disposal of hazardous waste or (ii) naming it as a Potentially Responsible Party as defined in and pursuant to NOHSPCP, CERCLA, RCRA or any comparable state or federal legal requirement whereby Seller may be required to investigate or remediate any sites or facilities that have been contaminated by Hazardous Materials or similar terms under any other Environmental Law.

(e) Seller has not received written notification that it is liable for contribution or indemnification for costs incurred by another Person under CERCLA or analogous state, federal or foreign law.

Section 3.16. Brokers or Finders.

Except for Miller Buckfire Lewis Ying & Co., LLC (whose fees shall be paid by Seller), Seller has not retained any agent, broker, investment banker, financial advisor or other Person that is or will be entitled to any brokers' or finder's fee or any other commission or similar fee in connection with any of the transactions contemplated by this Agreement by reason of any action taken by or on behalf of Seller, and there are no claims for any of the foregoing.

Section 3.17. No Other Seller Representations or Warranties.

EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS SECTION 3 (INCLUDING THE DISCLOSURE SCHEDULE) AND SELLER'S OFFICER'S CERTIFICATE, NEITHER SELLER NOR ANY OF ITS AFFILIATES OR ANY OTHER PERSON MAKES ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, ORAL OR WRITTEN, ON BEHALF OF SELLER OR ANY OF ITS AFFILIATES.

SECTION 4
REPRESENTATIONS AND WARRANTIES OF PURCHASER

Purchaser represents and warrants to Seller as of the date hereof and the Closing Date, as follows:

Section 4.01. Organization, Etc.

Purchaser is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Tennessee. Purchaser has full power and authority, and holds all permits and authorizations, to carry on its business and to own and use the assets and properties owned and used by it, except where the failure to have such power and authority or to hold such permits and authorizations does not, and would not reasonably be expected to, have a Material Adverse Effect on Purchaser.

Section 4.02. Authority; Execution and Delivery; Enforceability.

Purchaser has all requisite limited liability company power and authority and has taken all actions necessary to execute and deliver this Agreement and all Related Instruments to be executed and delivered by Purchaser, to consummate the transactions contemplated hereby and thereby and to perform its obligations hereunder and thereunder, and no other proceedings on the part of Purchaser are necessary to authorize this Agreement or any Related Instrument to be executed and delivered by Purchaser or to consummate the transactions contemplated hereby and thereby. This Agreement has been duly and validly executed and delivered by Purchaser and, assuming that this Agreement has been duly authorized, executed and delivered by Seller, constitutes, and each Related Instrument that is to be executed and delivered by Purchaser will constitute when executed and delivered by Purchaser, assuming that such Related Instrument has been duly authorized, executed and delivered by Seller a valid and binding obligation of Purchaser, enforceable against Purchaser in accordance with its terms except (a) as limited by applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally, and (b) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies.

Section 4.03. Consents and Approvals; No Violations.

(a) The execution and delivery by Purchaser of this Agreement and any Related Instruments, the performance by Purchaser of its obligations under this Agreement and any Related Instrument to be executed and delivered by Purchaser, and the consummation of the transactions contemplated hereby and thereby will not (i) conflict with or violate or breach any of the terms, conditions or provisions of the operating agreement or other organizational document of Purchaser, (ii) conflict with or result in a violation or breach of, or constitute a default (or an event that, with notice or lapse of time or both, would constitute a breach or default) under, or result in the termination of, or accelerate the performance required by, or cause the acceleration of the maturity of any debt or obligation pursuant to, any Contract to which Purchaser is a party or by which Purchaser or any of its properties or assets are bound or (iii) violate or conflict with any Requirements of Laws, except in the case of clauses (ii) or (iii) for violations, breaches or defaults that do not, and would not reasonably be expected to, have a Material Adverse Effect on Purchaser.

(b) No permit, consent, approval or registration, declaration or filings with, any Person is necessary for the execution and delivery of this Agreement or any Related Instrument by Purchaser or the consummation by Purchaser of the transactions contemplated by this Agreement or any Related Instrument to be executed and delivered by Purchaser, except for the Sale Order and those permits, consents, approvals, registrations, declarations or filings the failure of which do not, and would not reasonably be expected to, result in a Material Adverse Effect on Purchaser.

Section 4.04. Litigation.

There are no Proceedings, pending or, to Purchaser's knowledge, threatened in writing against, relating to, affecting or arising in connection with (a) Purchaser that would result in a Material Adverse Effect on Purchaser, (b) this Agreement or any Related Instrument to be executed and delivered by Purchaser or (c) the transactions contemplated by this Agreement or any Related Instrument to be executed and delivered by Purchaser.

Section 4.05. Brokers or Finders.

Neither Purchaser nor any of its Affiliates has retained any agent, broker, investment banker, financial advisor or other firm or Person who is or will be entitled to any brokers' or finder's fee or any other commission or similar fee in connection with any of the transactions contemplated by this Agreement by reason of any action taken by or on behalf of any other party, and there are no claims for any of the foregoing.

Section 4.06. Sufficient Funds.

Purchaser has cash available or has existing committed borrowing facilities that together are sufficient to enable it to consummate the transactions contemplated by this Agreement.

Section 4.07. Due Diligence Investigation.

Purchaser acknowledges that none of Seller or any of its Affiliates or any other Person has made any representation or warranty, expressed or implied, as to the accuracy or completeness of any information regarding the Business furnished or made available to Purchaser and its representatives, except as expressly set forth in this Agreement, the Related Instruments or the Disclosure Schedule, and none of Seller or any of its Affiliates or any other Person shall have or be subject to any liability to Purchaser or any other Person resulting from the distribution to Purchaser, or Purchaser's use of, any such

information, whether written or oral, and any information, documents or material made available to Purchaser in any "data rooms," management presentations or in any other form in expectation of the transactions contemplated hereby. Notwithstanding anything contained herein to the contrary, none of Seller or its Affiliates makes any representation, warranty or covenant of any kind with respect to any projections, estimates or budgets heretofore delivered or made available to Purchaser of future revenues, expenses or expenditures, potential costs savings, future results of operations (or any component thereof), future cash flows or future financial condition (or any component thereof) of the Business. Purchaser further acknowledges that it and its Affiliates have knowledge and experience in evaluating pharmaceutical businesses and it is aware of the risks attendant in operating such businesses. Purchaser acknowledges that it is sophisticated and was advised by experienced counsel and, to the extent it deemed necessary, other advisors in connection with this Agreement and the Related Instruments.

Section 4.08. No Other Purchaser Representations or Warranties.

EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS SECTION 4 AND PURCHASER'S OFFICER'S CERTIFICATE, NONE OF PURCHASER, ITS AFFILIATES OR ANY OTHER PERSON MAKES ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, ORAL OR WRITTEN, ON BEHALF OF PURCHASER OR ANY OF ITS AFFILIATES.

SECTION 5
ACTIONS PRIOR TO THE CLOSING

Section 5.01. Confidentiality.

Purchaser acknowledges that the information being provided to it in connection with the consummation of the transactions contemplated hereby is subject to the terms of that certain Non-Disclosure Agreement among Purchaser and Seller dated January 15, 2004 (the "Confidentiality Agreement"), the terms of which are incorporated in this Agreement by reference. Effective upon, and only upon, the Closing, Purchaser's obligations under the Confidentiality Agreement shall terminate with respect to information included in the Acquired Assets; provided, however, that Purchaser acknowledges that any and all other information provided to it by Seller, Seller's Affiliates or any representatives of Seller or its Affiliates concerning Seller and Seller's Affiliates, other than in respect of the Acquired Assets and the Business, shall remain subject to the terms and conditions of the Confidentiality Agreement after the Closing Date.

Section 5.02. Transfer Tax.

Except as otherwise provided in this Agreement, any excise, sales, use, transfer, value added or similar taxes (the "Transfer Taxes") required to be made to any Governmental Entity in connection with the transfer of Acquired Assets and the other transactions contemplated and pursuant to the terms of this Agreement shall be paid one hundred percent (100%) by Seller. Seller and Purchaser shall cooperate in the timely making and filing of all filings, Tax Returns, reports and forms as may be required with respect to the Transfer Taxes payable in connection with the transfer of the Acquired Assets. Seller shall accept from Purchaser any certificates or other documentation reasonably required by the Purchaser to avoid or reduce any transfer taxes pursuant to this provision.

Section 5.03. Bulk Transfer Laws.

Purchaser hereby waives compliance by Seller with the provisions of any so-called "bulk transfer law" of any jurisdiction in connection with the sale of the Acquired Assets to Purchaser.

Section 5.04. Rebates; Returns Handling.

Seller shall retain, and Purchaser shall not assume, any obligations for returns, rebates, credits and other charges in respect of Products sold or shipped prior to the Closing. In the event that any returns of Products sold by Purchaser are delivered to Seller, such returns shall be shipped by Seller to Purchaser, and Purchaser shall reimburse Seller for the shipping costs incurred.

Section 5.05. Consents and Approvals.

(a) Subject to the provisions of Section 5.05(b), Seller shall use commercially reasonable efforts (i) to obtain all necessary consents and approvals, as reasonably requested by Purchaser, (ii) to make, as reasonably requested by Purchaser, all filings, applications, statements and reports to all authorities that are required to be made prior to the Closing Date by or on behalf of Seller or any of its Affiliates pursuant to any applicable Regulation in connection with this Agreement and the transactions contemplated hereby and (iii) to obtain, as reasonably requested by Purchaser, all required consents and approvals (if any) necessary to assign and transfer the Permits to Purchaser at Closing; provided that Seller shall not be required to make any filing (except for filing the motion to approve the Sale Order and the Sale Order) in connection with the transfer of a Permit or to take any other action required by this sentence unless Purchaser pays any and all fees and other charges imposed by any applicable authority in connection with such filing, transfer or other requested action. In the event that certain Permits are not transferable or replacements therefor are not obtainable on or before the Closing, but such Permits are transferable or replacements therefor are obtainable after the Closing, Seller shall continue to use such commercially reasonable efforts in cooperation with Purchaser after the Closing as may be required to obtain all required consents and approvals to transfer, or obtain replacements for, such Permits after Closing and shall do all things reasonably necessary to give Purchaser the benefits that would be obtained under such Permits; provided, however, Seller shall in no event be required to make any filing in connection with the transfer of a Permit or take any other action required by this sentence unless Purchaser pays any and all fees and other charges imposed by any applicable Governmental Entity in connection with such filing, transfer or other requested action.

(b) Seller shall not be required to incur any liability for any expenses, costs or obligations on account of consents required from any Third Party in connection with this Agreement or the transactions contemplated hereby, other than the professional fees incurred by Seller in connection with the negotiation and preparation of this Agreement and the application for the Sale Order. Purchaser shall cooperate with the efforts of Seller to obtain any such required consents.

(c) Seller shall not be required to incur any liability for any expense, cost or obligation in order to satisfy any governmental requirement except for the payment of filing fees.

Section 5.06. Conduct of the Business Pending the Closing.

Subject to any obligations as a debtor in possession under the Bankruptcy Code and except as otherwise expressly contemplated by this Agreement (including this Section 5.06 and in connection with securing any debtor-in-possession financing facility) or the Orders of the Bankruptcy Court or with the prior written consent of Purchaser (which consent shall not be unreasonably withheld or delayed), from the date hereof until the Closing Date, Seller shall (a) conduct the Business in the Ordinary Course of Business (Purchaser acknowledging that Seller has terminated its entire sales force for the Products and is not marketing, selling or shipping any Products) and (b) not take any action inconsistent with this Agreement or with the consummation of the Closing. Without limiting the generality of the foregoing, subject to any obligations as a debtor in possession under the Bankruptcy Code and except as otherwise

expressly contemplated by this Agreement (including this Section 5.06 and in connection with securing any debtor in possession financing facility), or the Orders of the Bankruptcy Court or with the prior written consent of Purchaser (which consent shall not be unreasonably withheld or delayed), from the date hereof until the Closing Date, Seller will not:

(i) sell, assign, transfer, convey, pledge, mortgage, lease, license or otherwise dispose of any of the Acquired Assets, or any interests therein, other than in the Ordinary Course of Business;

(ii) sell, ship or commit to sell or ship any Inventory;

(iii) permit any Acquired Assets owned, used or held for use in the conduct or operation of the Business to become subject to any encumbrances, except Permitted Liens or encumbrances approved by the U.S. Bankruptcy Court;

(iv) enter into any new license, consent agreement or other similar material agreement concerning the Intellectual Property or the Licensed Intellectual Property;

(v) take or agree or commit to take any action that would make any representation and warranty of Seller hereunder inaccurate in any material respect on the Closing Date;

(vi) omit or agree to omit to take any action necessary to prevent any such representation or warranty from being inaccurate in any material respect on the Closing Date; or

(vii) agree or commit to do any of the foregoing.

Purchaser acknowledges and agrees that nothing herein shall prohibit Seller from taking any actions with respect to those aspects of its business that are unrelated to the Business, including selling, assigning, transferring or otherwise disposing of products other than the Products.

Section 5.07. Access to Acquired Assets.

Seller shall provide Purchaser and its representatives full and complete access to the Acquired Assets and other properties and assets of the Business that Purchaser and its representatives desire or request to see or review, including, but not limited to, Inventory and Regulatory Documentation wherever located and shall provide Purchaser and its representatives upon reasonable notice and during normal business hours a full opportunity to meet with the officers, employees and representatives of Seller to discuss the Acquired Assets and the Business.

SECTION 6
BANKRUPTCY AND OTHER COVENANTS

Section 6.01. Bankruptcy Court Filings and Approvals.

(a) Seller shall use its reasonable efforts to obtain entry of the Sale Order and such other relief from the Bankruptcy Court as may be necessary or appropriate in connection with this Agreement and the consummation of the transactions contemplated by this Agreement.

(b) Purchaser will not file any pleading or take any other action in the Bankruptcy Court with respect to this Agreement or the consummation of the transactions contemplated hereby that is inconsistent with performing and carrying out the provisions of this Agreement in accordance with the

terms and subject to the conditions herein; provided, however, that nothing contained in the foregoing will be construed to limit in any way Purchaser's rights under the Agreement, including Purchaser's rights with Section 9 of the Agreement.

Section 6.02. Intentionally Omitted.

Section 6.03. Release of Liens.

Certain indebtedness of Seller is secured by Liens on certain of the Acquired Assets. Pursuant to and by virtue of the Sale Order, all such Liens (other than Permitted Liens) will be discharged and will attach solely to the proceeds from the sale of the Acquired Assets.

Section 6.04. Transfer of Assets .

Seller agrees to cooperate with Purchaser in making the tangible Acquired Assets ready for transfer, and to pay and discharge at or prior to the Closing all claims of Third Parties having physical possession or control of such tangible Acquired Assets to the extent necessary to enable Purchaser to obtain physical possession or unencumbered use and enjoyment thereof (other than Permitted Liens); provided that nothing in this Section 6.04 shall prevent Seller from contesting any claims of Third Parties relating to the Acquired Assets.

Section 6.05. Intentionally Omitted.

Section 6.06. Intentionally Omitted.

Section 6.07. Intentionally Omitted.

Section 6.08. Intentionally Omitted.

SECTION 7
CONDITIONS TO OBLIGATIONS

Section 7.01. Conditions to Obligations of Purchaser.

The obligation of Purchaser to effect the Closing under this Agreement is subject to the satisfaction or waiver by Purchaser, at or prior to the Closing, of the following conditions:

(a) Representations and Warranties. The representations and warranties of Seller made in this Agreement shall be true and correct on and as of the Closing Date as though made on and as of the Closing Date (without giving effect to any qualification as to whether the inaccuracy of any representation or warranty would have a Material Adverse Effect), (i) except, in each case, to the extent such representations and warranties expressly relate to an earlier date (in which case such representations and warranties shall be true and correct on and as of such earlier date), and (ii) unless the events, conditions or circumstances causing such representations and warranties not to be true and correct or the fact that such representations and warranties are not true and correct do not have, and would not be reasonably likely to have, individually or in the aggregate, a Material Adverse Effect.

(b) Covenants. Seller shall have performed all obligations and covenants required to be performed or complied with by it under this Agreement by the time of the Closing, except to the extent that any failure by Seller to perform all such obligations and covenants does not have, and would not be reasonably likely to have, individually or in the aggregate, a Material Adverse Effect.

(c) Closing Deliverables. Seller shall have delivered or caused to be delivered to Purchaser each of the documents specified in Section 2.04(b) of this Agreement.

(d) Consents. Seller shall have delivered or caused to be delivered to Purchase valid and binding consent of all Persons whose consent was requested by Purchaser pursuant to Section 5.05(a)(i).

(e) Assignment of Wyeth Trademarks. Purchaser shall have received substantially in the form attached as Exhibit E hereto, an assignment of all right, title and interest in, to and under the Wyeth Trademarks (the "Wyeth Trademark Assignment").

(f) Bankruptcy Condition. The Sale Order shall have been entered by the Bankruptcy Court, shall be in form and substance reasonably satisfactory to Purchaser and shall be a Final Order. The Sale Order to be reasonably satisfactory to Purchaser shall, at a minimum, (i) approve this Agreement and the transactions contemplated hereby, (ii) provide that the Acquired Assets are being sold to Purchaser free and clear of all Liens, except Permitted Liens, pursuant to Section 363(f) of the Bankruptcy Code, and (iii) find that Purchaser is a good faith purchaser entitled to the protection of Section 363(m) of the Bankruptcy Code.

Section 7.02. Conditions to Obligations of Seller.

The obligation of Seller to effect the Closing under this Agreement is subject to the satisfaction or waiver by Seller, at or prior to the Closing, of the following conditions:

(a) Representations and Warranties. The representations and warranties of Purchaser made in this Agreement shall be true and correct on and as of the Closing Date as though made on and as of the Closing Date (without giving effect to any qualification as to whether the inaccuracy of any representation or warranty would have a Material Adverse Effect), (i) except, in each case, to the extent such representations and warranties expressly relate to an earlier date (in which case such representations and warranties shall be true and correct on and as of such earlier date), and (ii) unless the events, conditions or circumstances causing such representations and warranties not to be true and correct or the fact that such representations and warranties are not true and correct do not have, and would not be reasonably likely to have, individually or in the aggregate, a Material Adverse Effect.

(b) Covenants. Purchaser shall have performed all obligations and covenants required to be performed or complied with by it under this Agreement by the time of the Closing, except to the extent that any failure by Purchaser to perform all such obligations and covenants does not have, and would not be reasonably likely to have, individually or in the aggregate, a Material Adverse Effect.

(c) Closing Deliverables. Purchaser shall have delivered or caused to be delivered to Seller each of the documents and other deliverables specified in Section 2.04(c) of this Agreement.

(d) Bankruptcy Condition. The Sale Order shall have been entered by the Bankruptcy Court and such orders shall be in form and substance reasonably satisfactory to Seller. At a minimum, the Sale Order to be reasonably satisfactory to Seller shall (i) provide that the Acquired Assets are being sold to Purchaser free and clear of all Liens, except Permitted Liens, pursuant to Section 363(f) of the Bankruptcy Code and (ii) find that Purchaser is a good faith purchaser entitled to the protection of Section 363(m) of the Bankruptcy Code. If the Sale Order shall have been appealed, no stay shall be in effect.

Section 7.03. Conditions to Obligations of Wyeth.

The obligation of Wyeth to assign the Wyeth Trademarks and deliver the Wyeth Trademark Assignment is subject to (i) the entry of the Sale Order and its becoming a Final Order; (ii) the Closing occurring; (iii) the rejection of the Trademark License Agreement; and (iv) Wyeth receiving the portion of the Purchase Price set forth in Section 2.03(a)(i).

Section 7.04. Conditions to Obligations of Purchaser and Seller.

The obligation of Purchaser and Seller to effect the Closing under this Agreement is subject to the satisfaction or waiver by Purchaser and Seller, at or prior to the Closing, of the following conditions:

(a) No Proceedings. No Proceedings that question the validity or legality of the transactions contemplated hereby shall have been instituted or threatened and not settled or otherwise terminated.

(b) Consents. All consents and approvals of Governmental Entities necessary to permit the transactions contemplated hereby to be consummated shall have been obtained.

SECTION 8
ACTIONS AFTER THE CLOSING

Section 8.01. Transfer of Regulatory Matters.

(a) Promptly after the Closing and in any event within twenty (20) days after the Closing, each of Seller and Purchaser shall file with the FDA the information required to be submitted by each of them respectively pursuant to 21 C.F.R. Part 314, or any successor regulation thereto, to transfer the Product Registrations from Seller to Purchaser. The parties also agree to use all reasonable commercial efforts, and in any event within twenty (20) days, to take any and all other actions required by the FDA, or other Governmental Entity, if any, to effect the transfer of the Product Registrations from Seller to Purchaser. Prior to sending any written communication to the FDA pursuant to this Section 8.01, Seller shall provide Purchaser with a copy of such communication and allow Purchaser a reasonable opportunity to provide Seller with any comments Purchaser may have regarding such communication.

(b) Except as provided in Section 8.01(a) and subject to Section 2.02(b), from and after the Closing, Purchaser, at its cost, shall be solely responsible and liable for (i) taking all actions, paying all fees and conducting all communication with the appropriate Governmental Entity required by Requirements of Laws in respect of the Product Registrations, including preparing and filing all reports (including adverse drug experience reports) with the appropriate Governmental Entity, (ii) conducting all communication with Third Parties in respect of the Products (whether sold before or after the Closing), including responding to (A) complaints in respect thereof, including complaints related to tampering or contamination, and (B) all medical information requests, and (iii) investigating all complaints and adverse drug experiences in respect of the Products (whether sold before or after the Closing).

Section 8.02. Effective Time of Closing.

The Closing shall be effective for all purposes as of the opening of business on the Closing Date and the Books and Records of Seller shall be closed appropriately to reflect the effective time of the Closing.

Section 8.03. Access to Information.

(a) At any time after the Closing: (i) upon the request of either party, any statutory committee of creditors, trustee, liquidating trust or similar entity, upon reasonable written notice, Seller or Purchaser shall furnish or cause to be furnished to the requesting party as promptly as practicable, such information and assistance (to the extent within the control of Seller or Purchaser) relating to the Acquired Assets (including access to the Books and Records) as is reasonably requested for the filing of all Tax Returns, and making of any election related to Taxes, the preparation for any audit by any taxing authority, the prosecution or defense of any Proceeding related to any Tax Return, and in connection with any other Proceedings, subject to reasonable rules and regulations imposed by either party and applicable Requirements of Laws; and (ii) each of the parties shall cooperate with the requesting party, any statutory committee of creditors, trustee, liquidating trust or similar entity in the conduct of any audit or other proceeding relating to Taxes involving the Business. Purchaser shall retain the Books and Records included in the Acquired Assets for a period of seven (7) years after the Closing and shall pay any storage costs associated therewith.

(b) Each of the parties shall reimburse the other party for reasonable out-of-pocket costs and expenses incurred in assisting the other pursuant to this Section 8.03. No party shall be required by this Section 8.03 to take any action that would unreasonably interfere with the conduct of its business or unreasonably disrupt its normal operations (or, in the case of Purchaser, the Business).

(c) Nothing in this Section 8.03 or otherwise in this Agreement shall require the disclosure or access by any party of any documents or information that would cause such party to forfeit or waive attorney-client privilege accorded it under applicable Requirements of Laws.

Section 8.04. No Use of Certain Names.

(a) Except as set forth in this Section 8.04, following the Closing, Purchaser shall not have any rights by virtue of this Agreement or any of the transactions or agreements contemplated hereby to any of the Names.

(b) Purchaser shall promptly, and in any event within twelve (12) months after the Closing, complete the revision of all product literature relating to the Products, including, without limitation, by deleting all references (i) to "Women First HealthCare" and (ii) to Seller's or its Affiliates' customer service address or phone number. For a period of twelve (12) months from the Closing Date, Purchaser may continue to distribute Products and product literature that uses Seller's name, address or phone numbers to the extent that such literature exists on the Closing Date, and Seller hereby grants to Purchaser rights under any copyrights and other intellectual property owned by Seller to the extent necessary to allow Purchaser to sell such Products and use such product literature during such period; provided, however, that (i) Purchaser shall institute appropriate procedures (which procedures may be tracking of lot number information) to ensure that the Products finished or sold by, or on behalf of, Purchaser can be distinguished from the Products finished or sold by, or on behalf of, Seller prior to the Closing Date and (ii) Purchaser shall be solely responsible for ensuring that the content, use and distribution of such product literature complies and is conducted in accordance with applicable Requirements of Laws.

(c) Purchaser shall use all reasonable commercial efforts to obtain its own NDC Numbers for the Products as soon as practicable after the Closing and in any event within ninety (90) days thereafter.

Section 8.05. Customer Notifications.

Promptly after the Closing Date, Purchaser shall notify all wholesale distributors of the Products of the transfer of the Acquired Assets to Purchaser and that all purchase orders for the Products should be sent to Purchaser at the address specified in such notification.

Section 8.06. Further Assurances.

Seller shall from time to time after the Closing, without additional consideration, execute and deliver such further instruments and take such other action as may be reasonably requested by Purchaser to make effective the transactions contemplated by this Agreement and each Related Instrument. Purchaser shall from time to time after the Closing, without additional consideration, execute and deliver such further instruments and take such other action as may be reasonably requested by Seller, any statutory committee of creditors, trustee, liquidating trust or similar entity to make effective the transactions contemplated by this Agreement and each Related Instrument. Without limiting the generality of the foregoing, from time to time after the Closing and without further consideration, (a) Seller, upon the request of Purchaser and at Purchaser's expense, shall execute and deliver such documents and instruments of conveyance and transfer as Purchaser may reasonably request in order to consummate more effectively the purchase and sale of the Acquired Assets as contemplated hereby and to vest in Purchaser title to the Acquired Assets transferred hereunder, provided that (i) Seller shall not be required to execute or deliver any document or instrument pursuant to this Section 8.06 that includes any provisions that impose obligations upon Seller that are different or greater than those imposed upon Seller under the other provisions of this Agreement or the documents executed pursuant hereto and (ii) in no event shall Seller be required to incur any cost or expense in the performance of its obligations under this Section 8.06, and (b) Purchaser, upon the request of Seller, any statutory committee of creditors, trustee, liquidating trust or similar entity and at the expense of the requesting party, shall execute and deliver such documents and instruments as the requesting party may reasonably request in order to confirm Purchaser's liability for the obligations assumed hereunder or otherwise more fully consummate the transactions contemplated by this Agreement.

Section 8.07. Reasonable Access to Records and Certain Personnel.

Following consummation of the Closing, so long as the Chapter 11 Case is pending and so long as such access does not unreasonably interfere with Purchaser's business operations, Purchaser shall permit counsel to Seller and any other professionals employed in the Chapter 11 Case, any statutory committee of creditors, trustee, liquidating trust or similar entity reasonable access to Purchaser's employees and any Books and Records and that relate to all or any portion of the Acquired Assets or the Business (whether in documentary or data form) for the purpose of (a) the continuing administration of the Chapter 11 Case (including, without limitation, the pursuit of any Avoidance Action by Seller), (b) the preparation of any Tax Returns required to be filed by Seller or (c) the defense of any audit, examination, administrative appeal or litigation of any Tax Return in which Seller is included. Such access shall include the right of such Persons to copy such documents and records as they may request in furtherance of the purposes described above. If Purchaser moves any such documents or records, any of the foregoing Persons shall have the right to require Purchaser to copy and deliver to such person or its professionals such documents and records as they may request, but only to the extent such requesting party or any such professional (i) furnishes Purchaser with reasonably detailed written descriptions of the materials to be so copied and (ii) reimburses Purchaser for the costs and expenses thereof.

Section 8.08. Adverse Event Reporting.

Each of Purchaser and Seller shall promptly notify the other of any significant adverse events that relate to any of the Products or are required in accordance with any Requirements of Law, including adverse drug experiences and governmental inquiries, and each of Purchaser and Seller shall cooperate with the other in connection therewith as reasonably requested by the other party and as follows:

(a) Serious Adverse Events related to any of the Products of which Seller becomes aware shall be submitted to Purchaser within three (3) Business Days but no more than four (4) calendar days from the date Seller first becomes aware of such Serious Adverse Event. Non-Serious Adverse Events for the Products that are reported to Seller shall be submitted to Purchaser no more than thirty (30) days from the date received by Seller; provided, however, that medical and scientific judgment should be exercised in deciding whether expedited reporting is appropriate in other situations, such as important medical events that may not be immediately life-threatening or result in death or hospitalization but may jeopardize the patient or may require intervention to prevent a Serious Adverse Event outcome. In no event shall Seller submit to Purchaser any adverse event report or similar information that does not relate to any of the Products.

(b) Serious Adverse Events related to any of the Products of which Purchaser becomes aware shall be submitted to Seller within three (3) Business Days but no more than four (4) calendar days from the date Purchaser first became aware of such Serious Adverse Event. Upon the request of Seller, Purchaser shall submit to Seller any Non-Serious Adverse Events for any of the Products.

(c) Unless modified by the reporting procedures referenced in Section 8.08(e), a "Serious Adverse Event" for each of the Products shall have the meaning set forth in 21 C.F.R. § 314.80(a), as amended from time to time, and a "Non-Serious Adverse Event" for each of the Products is defined as an untoward medical occurrence at any dose of such Product that is not a Serious Adverse Event.

(d) As provided in Section 8.01(b) above, Purchaser shall be solely responsible for reporting adverse events to Governmental Entities to the extent required by applicable Requirements of Law. Seller shall report all Serious Adverse Events and all Non-Serious Adverse Events involving the Products learned by it to:

SJ Strategic Investments LLC
340 Edgemont Avenue
Suite 500
Bristol, Tennessee 37620
Facsimile: (423) 989-7200
Telephone: (423) 989-7240
Attention: Executive Vice President – Regulatory Affairs

A FDA 3500A form or a form that contains the data elements of a FDA 3500A form is recommended.

(e) As soon as reasonably practicable after the Closing Date, Purchaser and Seller shall discuss and develop mutually acceptable guidelines and procedures for the receipt, recordation, reporting, communication (as between the parties) and exchange of Serious Adverse Event and Non-Serious Adverse Event information, as applicable; provided that, after the Closing Date, Purchaser shall have exclusive responsibility for communications with Governmental Entities concerning the Products and related Serious Adverse Event and Non-Serious Adverse Event information. The parties shall bear their respective costs incurred in connection with receiving, recording, reviewing, reporting, communicating

and exchanging with each other regarding and, as applicable, reporting and responding to, Serious Adverse Events and Non-Serious Adverse Events.

(f) At the request of Seller, Purchaser shall cease reporting all Serious Adverse Events involving the Products to Seller. Seller shall continue to make reports of Serious Adverse Events and Non-Serious Adverse Events to Purchaser in accordance with this Section 8.08.

Section 8.09. Post-Closing Matters.

Notwithstanding any provision hereof to the contrary, Purchaser acknowledges and agrees that (a) nothing herein shall obligate Seller to maintain its corporate existence or retain any employees or personnel in order for Seller to satisfy any of its obligations under this Agreement following the Closing Date, and (b) the failure of Seller to satisfy any of such obligations on account of Seller's liquidation or reduced personnel and resources shall not constitute a breach hereof. Seller agrees to keep Purchaser reasonably informed regarding its proposed schedule to liquidate and to give Purchaser prompt notice of the date on which Seller intends to liquidate after such date has been determined.

SECTION 9
TERMINATION

Section 9.01. Termination.

This Agreement may be terminated prior to the Closing as follows:

(a) by mutual written agreement of Purchaser and Seller;

(b) by either Purchaser or Seller if there shall be in effect an order by any court of competent jurisdiction restraining, enjoining or otherwise prohibiting the consummation of the transactions contemplated hereby or imposing restrictions on Purchaser's ability to operate the Business;

(c) by either Purchaser or Seller (provided that the terminating party is not then in material breach of any representation, warranty, covenant or other agreement contained herein) if there shall have been a breach of any of the representations, warranties or covenants set forth in this Agreement on the part of the other party, which breach is not cured within 30 days following written notice to the party committing such breach or which breach, by its nature, cannot be cured prior to the Closing, and which breach, individually or together with all other such breaches, would have a Material Adverse Effect on the Acquired Assets or the Business, in the case of breaches by Seller, or a Material Adverse Effect on Purchaser's ability to consummate the transactions contemplated hereby, in the case of breaches by Purchaser;

(d) by Purchaser if one or more conditions set forth in Section 7.01 or 7.03 has not been or cannot be fulfilled or satisfied prior to the date specified (i) in such condition (if such condition specifies a date by which such condition must be satisfied) or (ii) in Section 9.01(h) below;

(e) by Seller if one or more conditions set forth in Section 7.02 or 7.03 has not been or cannot be fulfilled or satisfied prior to the date specified (i) in such condition (if such condition specifies a date by which such condition must be satisfied) or (ii) in Section 9.01(i) below;

(f) Intentionally Omitted;

(g) Intentionally Omitted;

(h) by Purchaser if the Closing shall not have been consummated on or prior to September 10, 2004 (or by such later date as shall be mutually agreed to by Purchase and Seller in writing) unless the failure of such occurrence shall be due to the failure of Purchaser to perform or observe its agreements as set forth in this Agreement required to be performed or observed by it on or before the Closing Date; or

(i) by Purchaser or Seller, if the Closing shall not have been consummated on or prior to the one-hundredth (100th) day following the Agreement Date (or by such later date as shall be mutually agreed to by Purchaser and Seller in writing), unless the failure of such occurrence shall be due to the failure of Purchaser (if Purchaser is terminating) or Seller (if Seller is terminating) to perform or observe their respective agreements as set forth in this Agreement required to be performed or observed by such party on or before the Closing Date.

Section 9.02. Effect of Termination.

If this Agreement is terminated in accordance with Section 9.01 hereof and the transactions contemplated hereby are not consummated, this Agreement shall become null and void and of no further force and effect, except (a) for this Section 9.02, (b) for the provisions of Section 5.01 relating to the obligations of Seller and Purchaser under the Confidentiality Agreement and (c) that the termination of this Agreement for any cause shall not relieve any party hereto from any liability that at the time of termination had already accrued to any other party hereto or that thereafter may accrue in respect of any act or omission of such party prior to such termination.

SECTION 10
MISCELLANEOUS

Section 10.01. Non-Survival of Representations, Warranties and Agreements; No Other Representations and Warranties.

None of the representations, warranties, covenants and other agreements (other than covenants and other agreements that by their express terms survive the Closing) in this Agreement or in any instrument delivered pursuant to this Agreement, including any rights arising out of any breach of such representations, warranties, covenants and other agreements, shall survive the Closing.

Section 10.02. Notices.

All notices and other communications under this Agreement shall be in writing and shall be deemed given upon receipt if delivered personally, or when sent if mailed by registered or certified mail (return receipt requested) or by reputable overnight express courier (charges prepaid) or transmitted by facsimile (with confirmation of transmittal) to the parties at the following addresses (or at such other address for a party as shall be specified by like notice):

(a) if to Seller, to:

Women First Healthcare, Inc.
5355 Mira Sorrento Place, Suite 700
San Diego, CA 92121
Telephone: (858) 509-1171
Facsimile: (858) 509-7538
Attention: Chief Financial Officer

with a copy to:

Latham & Watkins LLP
12636 High Bluff Drive, Suite 300
San Diego, CA 92130
Telephone: (858) 523-5400
Facsimile: (858) 523-5450
Attention: Robert E. Burwell, Esq.

(b) if to Purchaser, to:

SJ Strategic Investments LLC
340 Edgemont Avenue
Suite 500
Bristol, Tennessee 37620
Facsimile: (423) 989-7240
Telephone: (423) 989-7209
Attention: Mark M. Manno

with a copy to:

Alston & Bird LLP
1201 West Peachtree Street
Atlanta, Georgia 30309-3424
Facsimile: (404) 881-7777
Telephone: (404) 881-7754
Attention: J. William Boone
Craig D. Apolinsky

(c) If to Wyeth
Wyeth
5 Giralda Farms
Madison, NJ 07940
Attention: Jennifer H. Adams, Esq.

with a copy to:

Wilmer Cutler Pickering Hale and Dorr
60 State Street
Boston, MA 02109
Facsimile: (617) 526-5000
Attention: George Shuster

Section 10.03. Wyeth As Party.

Wyeth is a party to this Agreement solely for the purpose of the purchase and sale of the Wyeth Trademarks pursuant to Sections 2.01(b), 2.03(a)(i), and 7.03 hereof.

Section 10.04. Descriptive Headings.

The descriptive headings in this Agreement are inserted for convenience only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.

Section 10.05. Counterparts.

This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the parties and delivered to the other party.

Section 10.06. Entire Agreement.

This Agreement and the Related Instruments contain the entire agreement and understanding between the parties hereto with respect to the subject matter of this Agreement and supersede all prior agreements and understandings relating to such subject matter.

Section 10.07. Fees and Expenses.

Regardless of whether or not the transactions contemplated by this Agreement are consummated, each party shall bear its own fees and expenses incurred in connection with the transactions contemplated by this Agreement.

Section 10.08. Injunctive Relief.

Each of the parties agrees that if this Agreement is not performed in accordance with its specific terms or is otherwise breached, (a) severe and irreparable damage would occur, (b) no adequate remedy at law would exist and (c) damages would be difficult to determine. Each of the parties agrees that, in such case, the injured party shall be authorized and entitled to obtain from the Bankruptcy Court injunctive relief, whether preliminary or permanent, as well as any other relief permitted by applicable law, and the breaching party shall waive any requirement that such party post bond as a condition for obtaining any such relief.

Section 10.09. Successors and Assigns.

Neither this Agreement nor any of the rights or obligations arising hereunder shall be assignable without the prior written consent of the parties hereto, which consent shall not be unreasonably withheld or delayed; provided, however, that notwithstanding the foregoing (a) Purchaser (or its permitted assignee hereunder) may assign any or all of its rights and obligations under this Agreement or its rights to purchase the Acquired Assets to any Affiliate of Purchaser who agrees in writing to be bound by and to perform fully all of Purchaser's obligations hereunder with respect to the Acquired Assets and, provided further, that in the event of any such assignment by Purchaser, Purchaser shall remain liable hereunder for the performance of Purchaser's obligations hereunder notwithstanding such assignment and (b) Purchaser may pledge and grant a security interest in any of Purchaser's rights and interests in the Acquired Assets or the Business, including under this Agreement. This Agreement shall be binding upon and inure solely to the benefit of the parties hereto, their successors and permitted assigns, and nothing in this Agreement, express or implied, is intended to or shall confer upon any other person or persons any right, benefits or remedies of any nature whatsoever under or by reason of this Agreement.

Section 10.10. Severability.

In the event that any one or more of the provisions contained in this Agreement, or the application thereof in any circumstances, is held invalid, illegal or unenforceable in any respect for any reason, the

parties shall negotiate in good faith with a view to the substitution therefor of a suitable and equitable solution in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid provision; provided, however, that the validity, legality and enforceability of any such provision in every other respect and of the remaining provisions contained in this Agreement shall not be in any way impaired thereby, it being intended that all of the rights and privileges of the parties hereto shall be enforceable to the fullest extent permitted by law.

Section 10.11. Waiver of Jury Trial.

EACH PARTY HERETO HEREBY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY RELATED INSTRUMENT. EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THAT FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE RELATED INSTRUMENTS, AS APPLICABLE, BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 10.11.

Section 10.12. Governing Law; Exclusive Jurisdiction.

(a) All questions concerning the construction, validity, enforcement and interpretation of this Agreement and all Related Instruments shall be governed in accordance with the Bankruptcy Code and, to the extent not inconsistent with the Bankruptcy Code, by the internal laws of the State of Delaware, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Delaware or any other jurisdictions) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

(b) Without limiting any party's right to appeal any order of the Bankruptcy Court, (i) the Bankruptcy Court shall retain exclusive jurisdiction to enforce the terms of this Agreement and the Related Instruments and to decide any claims or disputes that may arise or result from, or be connected with, this Agreement and the Related Instruments, any breach or default hereunder or thereunder, or the transactions contemplated hereby or thereby, and (ii) any and all claims, actions, causes of action, suits and Proceedings related to the foregoing shall be filed and maintained only in the Bankruptcy Court, and the parties hereby consent to and submit to the jurisdiction and venue of the Bankruptcy Court and shall receive notices at such locations as indicated in Section 10.02 hereof.

Section 10.13. Schedules, Exhibits and Other Agreements.

The Exhibits, Schedules, other agreements, certificates and notices specifically referred to herein, and delivered pursuant hereto, are an integral part of this Agreement.

Section 10.14. Amendments and Waivers.

This Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties hereto. No delay or failure on the part of any party hereto in exercising any right, power or privilege under this Agreement shall impair any such right, power or privilege or be construed as a waiver of any default or any acquiescence therein. No single or partial exercise of any such right, power or

privilege shall preclude the further exercise of such right, power or privilege, or the exercise of any other right, power or privilege.

[The remainder of this page has been left blank intentionally.]

IN WITNESS WHEREOF, the parties hereto have executed this Asset Purchase Agreement as of the date first written above.

SELLER
WOMEN FIRST HEALTHCARE, INC.

By: Hobart G Truesdell
Name: Hobart G. Truesdell
Title: Chief Restructuring Officer

PURCHASER
SJ STRATEGIC INVESTMENTS, LLC

By: _____
Name: Joe Macione
Title: Executive Vice-President Business Development

WYETH

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have executed this Asset Purchase Agreement as of the date first written above.

SELLER
WOMEN FIRST HEALTHCARE, INC.

By: _____
Name: Hobart G. Truesdell
Title: Chief Restructuring Officer

PURCHASER
SJ STRATEGIC INVESTMENTS LLC

By: _____
Name: Joe Macione
Title: Executive Vice-President Business Development

WYETH

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have executed this Asset Purchase Agreement as of the date first written above.

SELLER
WOMEN FIRST HEALTHCARE, INC.

By: _____
Name: Hobart G. Truesdell
Title: Chief Restructuring Officer

PURCHASER
SJ STRATEGIC INVESTMENTS LLC

By: _____
Name: Joe Macione
Title: Executive Vice-President Business Development

WYETH

By: _____
Name: Jack M. O'Connor
Title: Vice President and Treasurer

EXHIBIT INDEX

Exhibit A	Form of Assumption Agreement
Exhibit B	Form of Bill of Sale
Exhibit C	Form of Seller's Officer's Certificate
Exhibit D	Form of Purchaser's Officer's Certificate
Exhibit E	Form of Assignment of Wyeth Trademarks

Exhibit A

FORM OF
ASSUMPTION AGREEMENT

THIS ASSUMPTION AGREEMENT (this "Assumption Agreement") is made as of the _____ day of _____ 2004, by and between Women First HealthCare, Inc., a Delaware corporation ("Seller") and SJ Strategic Investments LLC, a Tennessee limited liability company or its permitted assignee ("Purchaser").

W I T N E S S E T H

WHEREAS, Seller and Purchaser have entered into that certain Asset Purchase Agreement dated as of August 18, 2004 (the "Asset Purchase Agreement"), pursuant to which Purchaser agreed to acquire from Seller the Acquired Assets (capitalized terms used herein and not otherwise defined herein shall have the respective meanings set forth in the Asset Purchase Agreement), in consideration for the payment by Purchaser of the Purchase Price and the assumption by Purchaser of the Post Closing Liabilities upon the terms and conditions hereof;

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, Purchaser, intending to be legally bound, does hereby undertake and agree from and after the date hereof, subject to and in accordance with the limitations and other the terms and conditions set forth in the Asset Purchase Agreement, as follows:

1. Purchaser hereby absolutely and irrevocably assumes, and undertakes to be solely liable and responsible for, the Post Closing Liabilities.

2. Purchaser covenants and agrees with Seller that Purchaser will execute all such instruments and take, or cause to be taken, such actions as Seller may reasonably request in order to more fully effectuate the assumption of the Post-Closing Liabilities in accordance with this Assumption Agreement and the Asset Purchase Agreement.

3. This Assumption Agreement shall be binding upon and inure solely to the benefit of Seller and Purchaser and their respective permitted successors and assigns subject to and in accordance with the terms of the Asset Purchase Agreement.

4. This Assumption Agreement is delivered pursuant to the Asset Purchase Agreement and the [identify full title of bankruptcy court order] (the "Order"). In the event of any conflict between this Assumption Agreement and the Order, the Order shall control.

5. This Assumption Agreement shall be governed by the laws of the State of Delaware, exclusive of its choice of law principles.

[The remainder of this page has been left blank intentionally.]

IN WITNESS WHEREOF, the party hereto has executed this Assumption Agreement as of the date first written above.

SJ STRATEGIC INVESTMENTS LLC

By: _____
Name:
Title:

WOMEN FIRST HEALTHCARE, INC.

By: _____
Name:
Title:

Exhibit B

FORM OF
BILL OF SALE

THIS BILL OF SALE (this "Bill of Sale") is made as of the _____ day of _____ 2004, by and between Women First HealthCare, Inc., a Delaware corporation ("Seller") and SJ Strategic Investments LLC, a Tennessee limited liability company or its permitted assignee ("Purchaser").

W I T N E S S E T H

WHEREAS, Seller and Purchaser have entered into that certain Asset Purchase Agreement dated as of August 18, 2004 (the "Asset Purchase Agreement"), pursuant to which Seller has agreed to sell, assign, transfer, convey and deliver to Purchaser the Acquired Assets (capitalized terms used herein and not otherwise defined herein shall have the respective meanings set forth in the Asset Purchase Agreement), in consideration for the payment by Purchaser of the Purchase Price and the assumption by Purchaser of the Post-Closing Liabilities;

NOW, THEREFORE, in consideration of the payment of the Purchase Price, the receipt and sufficiency of which are hereby acknowledged by Seller, Seller, intending to be legally bound, does hereby irrevocably sell, assign, transfer, convey and deliver to Purchaser, its successors and assigns pursuant to and in accordance with the terms and provisions of the Asset Purchase Agreement, all of Seller's right, title and interest in, to and under the Acquired Assets.

TO HAVE AND TO HOLD the Acquired Assets, together with all the rights and appurtenances thereunto in any way belonging, unto Purchaser, its successors and assigns, forever.

This Agreement (i) is made pursuant to, and is subject to the terms of, the Asset Purchase Agreement; and (ii) shall be binding upon and inure solely to the benefit of Seller and Purchaser and their respective permitted successors and assigns subject to and in accordance with the terms of the Asset Purchase Agreement. Seller covenants and agrees that it will execute all such instruments and take, or cause to be taken, such actions as Purchaser may reasonably request in order to more fully effectuate the sale, assignment, transfer, conveyance and delivery of the Acquired Assets in accordance with this Bill of Sale and the Asset Purchase Agreement.

This Bill of Sale shall be governed by the laws of the State of Delaware, exclusive of its choice of law principles.

[The remainder of this page has been left blank intentionally.]

IN WITNESS WHEREOF, the parties hereto have executed this Bill of Sale as of the date first written above.

WOMEN FIRST HEALTHCARE, INC.

By: _____
Name:
Title:

Exhibit C

FORM OF
SELLER'S OFFICER'S CERTIFICATE

Reference is made to that certain Asset Purchase Agreement dated as of August 18, 2004 (the "Asset Purchase Agreement") by and between Women First HealthCare, Inc., a Delaware corporation ("Seller"), Wyeth, a Delaware corporation, and SJ Strategic Investments LLC, a Tennessee limited liability company ("Purchaser"). Capitalized terms used but not otherwise defined herein shall have the meanings assigned to such terms in the Asset Purchase Agreement. This Certificate is being delivered to Purchaser pursuant to Section 2.04(b) of the Asset Purchase Agreement.

The undersigned hereby certifies to Purchaser as follows:

(a) The representations and warranties of Seller made in the Asset Purchase Agreement are true and correct on and as of the Closing Date as though made on and as of the Closing Date (without giving effect to any qualification as to whether the inaccuracy of any representation or warranty would have a Material Adverse Effect), (i) except, in each case, to the extent such representations and warranties expressly relate to an earlier date (in which case such representations and warranties shall be true and correct on and as of such earlier date), and (ii) unless the events, conditions or circumstances causing such representations and warranties not to be true and correct or the fact that such representations and warranties are not true and correct do not have, and would not be reasonably likely to have, individually or in the aggregate, a Material Adverse Effect;

(b) Seller has performed all obligations and covenants required to be performed or complied with by it under this Agreement, except to the extent that any failure by Seller to perform all such obligations and covenants does not have, and would not be reasonably likely to have, individually or in the aggregate, a Material Adverse Effect;

(c) Seller has delivered or caused to be delivered, as applicable, each of the documents specified in Section 2.04(b) of the Asset Purchase Agreement; and

(d) A certified copy of the resolutions of the Board of Directors of Seller approving the transactions contemplated under the Asset Purchase Agreement has been attached hereto as Exhibit A.

[The remainder of this page has been left blank intentionally.]

IN WITNESS WHEREOF, the undersigned has executed and delivered this Seller's Officers Certificate on behalf of Seller as of this _____ day of _____ 2004.

WOMEN FIRST HEALTHCARE, INC.

By: _____
Name:
Title:

Exhibit D

FORM OF
PURCHASER'S OFFICER'S CERTIFICATE

Reference is made to that certain Asset Purchase Agreement dated as of August 18, 2004 (the "Asset Purchase Agreement") by and between Women First HealthCare, Inc., a Delaware corporation ("Seller"), Wyeth, a Delaware corporation, and SJ Strategic Investments LLC, a Tennessee limited liability company ("Purchaser"). Capitalized terms used but not otherwise defined herein shall have the meanings assigned to such terms in the Asset Purchase Agreement. This Certificate is being delivered to Seller pursuant to Section 2.04(c)(ii) of the Asset Purchase Agreement.

The undersigned hereby certifies to Seller as follows:

(a) The representations and warranties of Buyer made in the Asset Purchase Agreement are true and correct on and as of the Closing Date as though made on and as of the Closing Date (without giving effect to any qualification as to whether the inaccuracy of any representation or warranty would have a Material Adverse Effect), (i) except, in each case, to the extent such representations and warranties expressly relate to an earlier date (in which case such representations and warranties shall be true and correct on and as of such earlier date), and (ii) unless the events, conditions or circumstances causing such representations and warranties not to be true and correct or the fact that such representations and warranties are not true and correct do not have, and would not be reasonably likely to have, individually or in the aggregate, a Material Adverse Effect;

(b) Purchaser has performed all obligations and covenants required to be performed or complied with by it under this Agreement by the time of the Closing, except to the extent that any failure by Purchaser to perform all such obligations and covenants does not have, and would not be reasonably likely to have, individually or in the aggregate, a Material Adverse Effect;

(c) Purchaser has delivered or caused to be delivered, as applicable, each of the documents and other deliverables specified in Section 2.04(c) of the Asset Purchase Agreement; and

(d) A certified copy of the resolutions of Purchaser approving the transactions contemplated under the Asset Purchase Agreement has been attached hereto as Exhibit A.

[The remainder of this page has been left blank intentionally.]

IN WITNESS WHEREOF, the undersigned has executed and delivered this Purchaser's Officer's Certificate on behalf of Purchaser as of this _____ day of _____ 2004.

SJ STRATEGIC INVESTMENTS LLC

By: _____
Name:
Title:

Exhibit E

FORM OF
ASSIGNMENT OF WYETH TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (this "Assignment of Trademarks") is made as of the _____ day of _____ 2004, by and between Wyeth, a Delaware corporation ("Seller") and SJ Strategic Investments LLC, a Tennessee limited liability company or its permitted assignee ("Purchaser").

WITNESSETH

WHEREAS, Seller and Purchaser, among others, have entered into that certain Asset Purchase Agreement dated as of August 18, 2004 (the "Asset Purchase Agreement"), pursuant to which Seller is selling or causing to be sold to Purchaser the trademarks set forth on Schedule I annexed hereto (the "Trademarks"); and

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Seller does hereby sell, assign, transfer, set over, and deliver to Purchaser all rights, title and interest in and to:

1. the Trademarks ~~and all foreign counterparts to the Trademarks~~ free and clear of any liens, encumbrances, licenses or other rights of third parties;

2. the goodwill associated with the use of the Trademarks;

3. all rights of enforcement and the right to damages for past infringement, unfair competition or other conflicts relating to the Trademarks; and

4. except as limited hereto and by the Asset Purchase Agreement, all other rights, including common law rights, relating to the Trademarks to the extent such rights exist.

FURTHERMORE, Seller will, at the expense of Purchaser (i) execute and deliver such further instruments including, without limitation, further instruments of assignment; and (ii) take such further actions as Purchaser may reasonably request in order to register this Assignment of Trademarks at the appropriate registries and to demonstrate Purchaser's title to the Trademarks.

FURTHERMORE, for avoidance of doubt, Purchaser acknowledges and agrees that, except as set forth above, Seller makes no representations or warranties whatsoever with respect to the Trademarks and the other assets and rights described in clauses (ii), (iii) and (iv) above (including any representations and warranties with respect to the existence, validity, enforceability, use or ownership of any such common law rights). Seller hereby disclaims any warranty, express or implied, of merchantability or fitness for any particular purpose as to the Trademarks and the other assets and rights described in clauses (ii), (iii) and (iv) above, all of which are assigned **"AS IS," "WHERE IS" AND "WITH ALL FAULTS."**

This Assignment of Trademarks is delivered pursuant to the Asset Purchase Agreement and the [identify full title of bankruptcy court order] (the "Order"). In the event of any conflict between this Assignment of Trademarks and the Order, the Order shall control.

This Assignment of Trademarks shall be governed by the laws of the State of Delaware, exclusive of its choice of law principles.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment of Trademarks as of the date first written above.

WYETH

By: _____
Name:
Title:

SJ STRATEGIC INVESTMENTS LLC

By: _____
Name:
Title:

ACKNOWLEDGEMENT

STATE OF _____

COUNTY OF _____

Before me, the undersigned, a Notary Public of the State of _____ _____ personally appeared _____, having been sworn by me according to law did depose and say [he/she] is the [title] of Wyeth and did acknowledge the execution of the foregoing on behalf of Wyeth.

WITNESS my hand and Notarial seal this _____ day of _____, 2004.

_____

Notary

ACKNOWLEDGEMENT

STATE OF _____

COUNTY OF _____

Before me, the undersigned, a Notary Public of the State of _____ personally appeared _____, having been sworn by me according to law did depose and say [he/she] is the [title] of SJ Strategic Investments LLC and did acknowledge the execution of the foregoing on behalf of said SJ Strategic Investments LLC.

WITNESS my hand and Notarial seal this _____ day of _____, 2004.

_____

Notary

SCHEDULE I

TRADEMARKS

The registered trademarks EQUAGESIC (United States Registration No. 682,783) and SYNALGOS (United States Registration No. 2,463,891).

Disclosure Schedule

Reference is hereby made to that certain Asset Purchase Agreement, dated as of August 18, 2004 (the "Agreement"), by and between Women First Health Care, Inc., a Delaware corporation (the "Company"), Wyeth, a Delaware corporation, and SJ Strategic Investments LLC ("Purchaser"). Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Agreement.

The information set forth in this Disclosure Schedule is confidential and proprietary information of the Company. The Disclosure Schedule is intended to provide certain information required by, and certain exceptions to and qualifications of, the representations, warranties and covenants of the Company set forth in the Agreement.

Any exception or qualification set forth in the Disclosure Schedule with respect to a particular representation, warranty or covenant contained in the Agreement shall be deemed to be an exception or qualification with respect to all other applicable representations, warranties and covenants contained in the Agreement to which such exception or qualification is reasonably apparent on its face to be applicable, whether or not such exception or qualification is so numbered. To the extent that any representation or warranty of the Company contained in the Agreement is limited or qualified by the materiality of the matters to which the representation or warranty is given or by "Material Adverse Effect," the inclusion of any matter in the Disclosure Schedule does not constitute a determination by the Company that such matters are material or would have a Material Adverse Effect. In addition, under no circumstances shall the disclosure of any matter in the Disclosure Schedule where a representation or warranty of the Company is limited or qualified by the materiality of the matters to which the representation or warranty is given or by Material Adverse Effect imply that any other undisclosed matter having a greater value or other significance is material or would have a Material Adverse Effect. Nothing in the Agreement or the Disclosure Schedule constitutes an admission of liability or obligation of the Company or any of its Affiliates to any third party, nor an admission against the Company's or any of its Affiliates' interest.

WP3:1031731.2
63106.1001

Schedule 1

Products

The following comprise the Products:

- Equagesic® tablets (meprobamate 200 mg, aspirin 325 mg) (trade bottles of 100 tablets). Bottles of 500 tablets have been approved but not marketed.
- Synalgos® DC capsules (16 mg drocode bitartrate, 356.4 mg aspirin and 30 mg caffeine) (trade bottles of 100). Bottles of 500 capsules have been approved but not marketed.
- Synalgos® DC-A capsules approved but not marketed.
- Wygesic® tablets (65 mg propoxyphene HCL and 650 mg acetaminophen) (bottles of 100 tablets and 500 tablets approved but not marketed).

Schedule 1.01(a)

Acquired Assets

The following comprise the Acquired Assets:

- the Intellectual Property,
- the Books and Records,
- the Marketing Materials,
- the Inventory,
- the Regulatory Documentation, and
- all rights directly relating to the foregoing, including all claims, counterclaims, credits, causes of action, choses in action, rights of recovery and rights of setoff,

in each case to the extent related primarily to the Products. Notwithstanding the foregoing, the Acquired Assets shall not include the Excluded Assets.

Schedule 1.01(b)

Knowledge

Finance: Richard Vincent
Marketing, Sales, Regulatory and Manufacturing: Saundra Pelletier
Contracts: Patti Consilvio
Regulatory: Doranne Frano and Kevin Dolan

Schedule 1.01(c)

Product Registrations

Product	**NDA Number**
Equagesic® (meprobamate with aspirin) Tablets	NDA No. 11-702
Synalgos®-DC (dracode bitartrate, aspirin, and caffeine) Capsules	NDA No. 11-483
Synalgos®-DC-A (dracode bitartrate, acetaminophen, and caffeine) Capsules	ANDA No. 89-166
Wygesic® (propoxyphene and acetaminophen) Tablets	ANDA No. 84-999

Schedule 2.03(c)

Allocation of Purchase Price

Amount allocated to Equagesic, Synalgos and Wygesic Assets other than Wyeth Trademarks:	$ 330,000
Amount Allocated to Wyeth Trademarks:	$ 2,970,000

Schedule 3.05

Absence of Certain Changes

None

Schedule 3.06

Undisclosed Liabilities

None

Schedule 3.08

Permitted Liens

None

Schedule 3.09

Intellectual Property

None

Intellectual Property

Schedule 3.09(a)

Amended and Restated Security Agreement Dated as of May 12, 2003 by Women First Healthcare, Inc., as Company, the Guarantors from Time to Time Party Thereto, as Guarantors, and CIBC WMC Inc., as Collateral Agent.

Security Agreement dated November 15, 2001 by and between American Home Products Corporation and Women First Health Care, Inc.

Intellectual Property

Schedule 3.09(c)

None

Schedule 3.10

Books and Records

Equagesic: Recent annual reports (approximately 1 box), copy of the NDA/SNDA and recent correspondence (approximately 4 boxes), tech transfer files (approximately 1 box).

Synalgos-DC: Recent annual reports (approximately 1 box), copy of FDA correspondence (approximately 1 box), marketing items submitted to FDA (approximately 1 box), tech transfer files (approximately 1 box).

Wygesic: ANDA and FDA correspondence (approximately 2 boxes).

Schedule 3.12

Inventory

See attached

Part Id	Description	Extra Description	Base Um	Lot Serial Id	Expiration Date	On Hand Good
0091-10	EQUAGESIC 200MG/BOTTLE 100'S		EA	A11636	2007-06-30	2502
0091-10	EQUAGESIC 200MG/BOTTLE 100'S		EA	A11636	2007-06-30	3456
0091-10	EQUAGESIC 200MG/BOTTLE 100'S		EA	A11636	2007-06-30	3456
0091-10	EQUAGESIC 200MG/BOTTLE 100'S		EA	A11636	2007-06-30	3456
0091-10	EQUAGESIC 200MG/BOTTLE 100'S		EA	A11636	2007-06-30	3456
0091-10	EQUAGESIC 200MG/BOTTLE 100'S		EA	A11636	2007-06-30	3456
0091-10	EQUAGESIC 200MG/BOTTLE 100'S		EA	A27710	2007-10-31	4948
0091-10	EQUAGESIC 200MG/BOTTLE 100'S		EA	A27710	2007-10-31	3456
0091-10	EQUAGESIC 200MG/BOTTLE 100'S		EA	A27710	2007-10-31	3456
0091-10	EQUAGESIC 200MG/BOTTLE 100'S		EA	A27710	2007-10-31	3456
0091-10	EQUAGESIC 200MG/BOTTLE 100'S		EA	A27710	2007-10-31	3456
0091-10	EQUAGESIC 200MG/BOTTLE 100'S		EA	A27710	2007-10-31	3456
0091-10	EQUAGESIC 200MG/BOTTLE 100'S		EA	A27710	2007-10-31	3456
0091-10	EQUAGESIC 200MG/BOTTLE 100'S		EA	A27710	2007-10-31	3456
0419-10	SYNALGOS DC 16MG	BOTTLES OF 100	EA	A55616	2005-12-31	3050
0419-10	SYNALGOS DC 16MG	BOTTLES OF 100	EA	A55616	2005-12-31	3456
0419-10	SYNALGOS DC 16MG	BOTTLES OF 100	EA	A55616	2005-12-31	3456
0419-10	SYNALGOS DC 16MG	BOTTLES OF 100	EA	A55616	2005-12-31	3456
0419-10	SYNALGOS DC 16MG	BOTTLES OF 100	EA	A55616	2005-12-31	3456
0419-10	SYNALGOS DC 16MG	BOTTLES OF 100	EA	A55616	2005-12-31	3456

Schedule 3.13(a)

Regulatory Matters

None

Schedule 3.13(b)

Regulatory Matters

None

Schedule 3.13(d)

Regulatory Matters

None

Schedule 3.14

Litigation

The Bankruptcy Proceedings