UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549

FORM 8-K

CURRENT REPORT
PURSUANT TO SECTION 13 OR 15(D) OF THE
SECURITIES EXCHANGE ACT OF 1934

Date of report (Date of earliest event reported): August 18, 2004

THE QUIGLEY CORPORATION
(Exact Name of Registrant as Specified in Charter)

NEVADA	01-21617	23-2577138
(State or Other Jurisdiction of Incorporation)	(Commission File Number)	(IRS Employer Identification No.)

Kells Building, 621 Shady Retreat Road, P.O. Box 1349, Doylestown, PA 18901
(Address of Principal Executive Offices) (Zip Code)

Registrant's telephone number, including area code: (215) 345-0919

N/A
(Former Name or Former Address, if Changed Since Last Report.)

Item 5. OTHER EVENTS AND REQUIRED FD DISCLOSURE.

On August 20, 2004, The Quigley Corporation (the "Company") issued a press release announcing that it has signed an asset purchase and sale agreement with JOEL, Inc. (the "Purchase Agreement") for $5.1 million, which includes $4.1 million in cash and $1.0 million of the Company's stock. Upon completion of all agreement requirements, the transfer of assets, which includes land, buildings, machinery and equipment of two manufacturing facilities, located in Lebanon and Elizabethtown, Pennsylvania will occur on October 1, 2004. A copy of the Purchase Agreement is attached hereto as Exhibit 10.1. The full text of the press release is attached hereto as Exhibit 99.1.

Item 7. FINANCIAL STATEMENTS, PRO FORMA FINANCIAL STATEMENTS AND EXHIBITS.

(c) Exhibits.

Exhibit No.	Description
10.1	Asset Purchase and Sale Agreement dated August 18, 2004 by and between JOEL, Inc. and the Company.
99.1	Press Release dated August 20, 2004.

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Dated: August 20, 2004 THE QUIGLEY CORPORATION

By:/s/ George J. Longo

Name: George J. Longo
Title: Vice President and
Chief Financial Officer

Exhibit 10.1

ASSET PURCHASE AND SALE AGREEMENT

THIS ASSET PURCHASE AND SALE AGREEMENT is made this 18th day of August, 2004, by and between JOEL, INC., a Pennsylvania corporation (hereinafter called "Seller"), and THE QUIGLEY CORPORATION, a Nevada corporation, or a wholly-owned subsidiary thereof as its nominee (hereinafter "Buyer").

Seller operates two businesses known as Simon Candy Company, located in Elizabethtown, PA, and Pharmaloz, located in Lebanon, PA (collectively, the "Business"). The Business involves the manufacturing, packaging, distribution and sale of OTC lozenges and related products under FDA licensing, and the manufacturing, packaging, distribution and sale of hard candy products. Buyer desires to purchase, and Seller desire to sell, all of the assets of the Business described in this Agreement. In addition, Buyer has agreed to purchase the parcels of real estate on which the Business is located, in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the premises and the covenants and conditions hereinafter contained, the parties, with the intention of being legally bound, covenant and agree as follows:

1. INCORPORATION OF RECITALS AND EXHIBITS. The above recitals and each Schedule and Exhibit identified in this Agreement are made a part of this Agreement by such reference.

2. SALE AND PURCHASE OF ASSETS.

2.1. ASSETS OF SELLER'S BUSINESS. Subject to the terms and conditions of this Agreement, Buyer agrees to purchase from Seller, and Seller agrees to sell, transfer, and assign to Buyer, the following assets owned by Seller (and none other) (together with the Real Estate (as hereinafter defined), the "Acquired Assets"):

2.1.1 All fixtures, furnishings, office equipment, office supplies, machinery, manufacturing equipment, tools and replacement parts located at the Pharmaloz facility, 500 N. 15th Avenue, Lebanon, PA 17046, and the Simon Candy facility, 31 North Spruce Street, Elizabethtown, PA 17022, as set forth on Schedule 2.1.1 hereto, and all warranties and agreements pertaining thereto (to the extent transferable), it being understood that tools and replacement parts will not be listed on Schedule 2.1.1 and that all tools and replacement parts on the premises will be included in the assets sold hereunder;

2.1.2 All computer equipment, computer systems and software of the Business, as set forth on Schedule 2.1.2 hereto, and all warranties and agreements pertaining thereto;

2.1.3 All material, inventory (including work-in-process), and supplies of the Business on hand as of the Closing (as defined in paragraph 4), it being agreed that such inventory shall be as described in paragraph 5.1.5 and shall have a value, based upon Seller's cost, of at least $900,000 (Simon Candy inventory shall have a value of at least $530,000 and Pharmaloz inventory shall have a value of at least $370,000) as of the Closing Date. Seller shall be permitted to sell, at any time up to Closing, any of the inventory in the ordinary course of its business, and shall be entitled to retain all of the sale

proceeds; provided, however, that in the event the inventory value at Closing is $25,000 more or less than $900,000, the purchase price shall be adjusted as provided in paragraph 3.1.3. A physical inspection of the inventory shall be made the day prior to the Closing Date by representatives of Seller and Buyer, and the parties shall prepare a list of the inventory, with a calculation of the value of the inventory;

2.1.4 All records, files, and information pertaining to the manufacturing of Cold-Eeze lozenges or any other products manufactured at the Pharmaloz or Simon Candy locations;

2.1.5 All intangible property, know-how and confidential information pertaining to the manufacturing of Cold-Eeze lozenges or any other products manufactured at the Pharmaloz or Simon Candy locations;

2.1.6 All licenses, permits and approvals for the manufacturing of OTC products (to the extent transferable), including FDA and MCA licensing, as set forth on Schedule 2.1.6;

2.1.7 All lists or information pertaining to customers, suppliers, vendors, clients, prospective clients or customers, manufacturers, distributors, and dealers (as used herein the term "list" shall include the

name, address, phone number and contact person for each person or entity listed), as set forth on Schedule 2.1.7 hereto;

2.1.8 Telephone and fax numbers and listings, web sites, and internet addresses for the Business;

2.1.9 The name "JOEL", and the trademarks and trade names "Simon's", "It's a Boy", "It's a Girl", and "College Farm", "Wedjeez", and "Pharmaloz";

2.1.10 Goodwill of the Business; and

2.1.11 Seller's leasehold interest in the licenses and equipment (to the extent assignable) listed upon Schedule 2.1.11 hereto.

2.2 REAL ESTATE. Buyer further agrees to purchase from Seller, and Seller agrees to sell to Buyer, the parcels of real estate on which Seller's business is conducted, namely 500 N. 15th Avenue, Lebanon, PA 17046 and 31 North Spruce Street, Elizabethtown, PA 17022 (collectively, the "Real Estate"), upon the following terms:

2.2.1 Buyer's obligation to proceed to Closing is contingent upon Buyer obtaining, on or before the conclusion of the due diligence period referenced in paragraph 3.3, a satisfactory Phase I environmental assessment report (the "Report") for the Real Estate, satisfactory to Buyer in its sole reasonable discretion, providing that no toxic wastes, hazardous wastes, hazardous substances, petroleum, asbestos, asbestos-containing materials, PCB's, PCB-containing materials, urea, formaldehyde and/or radon have been released from or onto or are present on or in the subject premises or any improvement thereon or any part thereof; that the subject premises are in compliance with all applicable federal, state and local environmental statutes, ordinances, regulations and rules; that there are no conditions on the subject premises which may require removal, remediation or corrective action under any applicable

federal, state or local environmental statutes, ordinances, regulations or rules; that no operations or conditions on properties surrounding the subject premises pose a risk that toxic or hazardous substances or waste may be released onto the subject premises. In the event that the Report is not satisfactory to Buyer, Buyer may terminate this Agreement as provided in paragraph 3.3.1, and in such event, the Deposit (as defined in paragraph 3.1.1 below) shall be returned to Buyer, this Agreement shall be null and void and thereafter the parties hereto shall have no further liabilities or obligations each to the other.

2.2.2 The Real Estate is to be conveyed free and clear of all liens, encumbrances, and easements, EXCEPTING HOWEVER, existing building restrictions, ordinances, easements of roads, privileges or rights of public service companies, and any other restrictions or conditions of record, that do not, in Buyer's sole reasonable opinion, affect the use or marketability of the Real Estate; otherwise the title to the herein described lot or piece of ground shall be good and marketable and such as will be insured by any reputable Title Insurance Company at the regular rates. Buyer shall notify Seller, in writing, of any objectionable title restrictions within the Due Diligence Period (as defined in paragraph 3.3 below), and if such objections are not resolved to Buyer's satisfaction by the conclusion of the Due Diligence Period, Buyer may terminate this Agreement as provide in paragraph 3.3.1, and in such event, the Deposit shall be returned to Buyer, this Agreement shall be null and void and thereafter the parties hereto shall have no further liabilities or obligations each to the other.

If Buyer fails to timely notify Seller in writing of any objections to title, then Buyer agrees that any title objections are waived and title shall be deemed acceptable to Buyer.

2.2.3 Taxes, rents, interest on mortgage encumbrances, water and sewer rental, if any, shall be apportioned pro rata as of the date of settlement. All Real Estate Transfer Taxes imposed by any government body shall be borne equally by Seller and Buyer.

2.2.4 Tender of an executed deed and purchase money is hereby waived.

2.2.5 All plumbing, heating and lighting fixtures, and systems appurtenant thereto, and forming a part thereof, as well as all ranges, and other permanent fixtures, together with screens, shades and awnings, if any, and all trees, shrubbery and plants now in or on the Real Estate herein intended to be conveyed, unless specifically excepted in this Agreement, are included in the sale and purchase price, and shall become the property of Buyer at the time of settlement of this transaction.

2.2.6 Any loss or damage to the Real Estate caused by fire or other casualty between the date of this Agreement and the time of settlement which results in Seller's manufacturing and laboratory facilities being inoperable for more than 24 hours shall be immediately repaired by Seller, at Seller's expense, such that the Real Estate and Improvements are in operating condition at the time of Closing. In the event Seller is unwilling or unable to effectuate such repairs, Buyer may void this Agreement. Buyer shall void this Agreement by giving written notice of same to Seller, and in such event, all deposit monies together with interest shall be returned to Buyer, and thereafter, the parties hereto shall have no further liabilities or obligations each to the other.

2.2.7 [Intentionally omitted]

2.2.8 Except as otherwise expressly set forth herein, Buyer agrees to accept the Real Estate at Closing in its condition at that time provided it is in substantially the same condition as at the time of this Agreement, subject to ordinary wear and tear, and further agrees and confirms that, (i) Seller, nor any agent, employee or representative of Seller, has not made and does not make herein any representation or warranty as to the condition of all or any portion of the Real Estate (including, without limitation, the condition of the Real Estate's roof and mechanical, electrical, heating, plumbing, air conditioning and structural units, systems and components), and (ii) the Real Estate is being sold "as is-where is" and without any express or implied warranty whatsoever as to the condition thereof, fitness for a particular purpose, or otherwise.

2.3 EXCLUDED ASSETS. The following assets are specifically excluded from the Acquired Assets:

2.3.1 Seller's accounts receivable. Attached hereto as Schedule 2.3.1 is a list of Seller's receivables as of the date of this Agreement. At Closing, Seller agrees to provide an updated Schedule 2.3 list of receivables as of the Closing Date in the format shown on Schedule 2.3. Any payments received after Closing from any customer on account of a receivable shown on such updated Schedule 2.3 shall be applied by Seller in payment of such receivable as is specifically referenced on the customer's remittance. If the payment does not reference an invoice to which payment is to be applied, the payment shall be credited to the oldest outstanding receivable first. Seller shall not be entitled to retain any payments in excess of those shown on the updated Schedule 2.3, unless Seller can demonstrate in good faith its entitlement to same as an account receivable for goods or services provided prior to the Closing Date. The parties agree to reasonably cooperate in their treatment of accounts receivable; for example, Buyer agrees to forward promptly to Seller any monies, checks or instruments received by Buyer after the Closing Date with respect to goods or services provided prior to the Closing Date.

2.3.2 Any and all life insurance policies owned by the Seller.

2.3.3 Any stock of Buyer owned by the Seller.

2.3.4 The titled motor vehicles described on Schedule 2.3.4.

2.3.5 All assets whatsoever of Seller not included within the Acquired Assets, subject to the provisions of paragraph 5.1.29.

2.3.6 All assets in Seller's possession that are already owned by Buyer, as listed on Schedule 2.3.6.

3. PURCHASE PRICE AND TERMS OF PAYMENT; DUE DILIGENCE PERIOD

3.1 PURCHASE PRICE FOR JOEL'S ASSETS. The total purchase price for the Acquired Asset is FIVE MILLION ONE HUNDRED THOUSAND DOLLARS (U.S.$5,100,000) (except as provided in paragraph 3.1.3), payable as follows:

3.1.1 Buyer shall deposit the sum of $100,000 in an interest-bearing escrow account with Eastburn and Gray, P.C. and McNees Wallace & Nurick LLC, as joint escrow agents, pursuant to an Escrow Agreement in the form attached hereto as Exhibit "A" and made a part hereof, said deposit (the "Deposit") to be credited against the purchase price at Closing, unless this Agreement is rightfully terminated by Buyer prior to Closing as provided herein. Interest on the Deposit shall accrue to Buyer unless Buyer defaults hereunder.

3.1.2 Buyer shall pay to Seller at Closing (i) FOUR MILLION DOLLARS (U.S. $4,000,000), in cash, or by wire transfer if requested by Seller, (except as provided in paragraph 3.1.3) and (ii) shares of stock of Buyer issued in the name of the shareholders of Seller (the "Shareholders") (in proportions provided by Seller not less than 5 business days prior to the Closing Date), having a value of $1,000,000 based upon the average closing price per share of such stock for the period commencing on September 23, 2003 and terminating on September 23, 2004 (or, if the Closing Date is earlier than October 1, 2004, terminating on the date which is 5 business days immediately prior to the Closing Date) (the "Shares"). The treatment of the Shares shall otherwise be in accordance with the terms and conditions of the Registration Rights Agreement in the form attached hereto as Exhibit "B" and made a part hereof. The Shareholders join in this Agreement for the sole and limited purpose of acknowledging that until the Shares are registered, (i) the Shares must be held until an exemption from such registration is available, and (ii) the shareholders are acquiring the Shares for their own account for investment, and not with a view to distribution or resale.

3.1.2.1 If the Shares are registered more than 120 days but less than 180 days after Closing, and at the time of registration the Shares have a value (based upon their price per share at the time of registration) of less than $1,000,000, Buyer shall make cash payments to the Shareholders (in proportions provided by Seller not less than 5 business days prior to the Closing Date) equal to the difference between such value of the Shares and $1,000,000, said payment to be made within ten (10) business days after the date of registration; provided that, in lieu of making such payment, Buyer shall have a "call" right, exercisable no later than ten (10) business days after the date of registration, to purchase the Shares from the registered owners for a cash payment of $1,000,000, with such payment to be made in exchange for the Shares within five (5) business days of exercise of such call right.

3.1.2.2. If the Shares are not registered by the 179th day after Closing, then (subject to Section 3.1.2.3 below) the Shareholders shall each have a "put" right, for a period of thirty (30) days thereafter (i.e., from the 180th day through and including the 210th day after Closing), to elect to sell to Buyer, and Buyer shall purchase, all of such Shareholder's Shares for a cash amount equal to the Shareholder's pro-rata percentage of the Shares multiplied times $1,000,000, such payment to be made within five (5) business days after notice of the election to sell the Shares. By way of example, if a Shareholder exercising the put right holds 20% of the Shares, the Shareholder shall be entitled to a cash payment of $200,000.

3.1.2.3 In computing the time periods described in paragraphs 3.1.2.1 and 3.1.2.2, the parties shall not take into account any time period of delay that is solely the result of Seller's need to address any regulatory agency concerns about the adequacy of Seller's financial statements.

3.1.3 If the value of the Simon Candy and Pharmaloz inventory referenced in paragraph 2.1.3 is $25,000 more or less than $900,000 as of the Closing Date, the cash portion of the purchase price shall be adjusted at Closing as follows: the price shall be reduced by the amount, if any, by which the value of the Simon Candy and Pharmaloz inventory is less than $875,000 as of the Closing Date, and the price shall be increased by the amount, if any, by which the value of the Simon Candy and Pharmaloz inventory is greater than $925,000 as of the Closing Date.

3.2 ALLOCATION OF PURCHASE PRICE. The purchase price for the Acquired Assets shall be allocated as follows:

Land and improvements:	$ 200,000
Buildings:	$ 2,000,000
Machinery and equipment:	$ 1,500,000
Inventory:	$ 900,000
Goodwill:	$ 500,000
	$ 5,100,000;

PROVIDED, however, that the parties agree to reasonably adjust such allocation to take into account the results of the appraisals of the land, buildings, and machinery and equipment being obtained by Buyer, to the extent required by applicable law or regulation.

3.3 DUE DILIGENCE PERIOD. Buyer acknowledges that it has been engaged in extensive due diligence prior to the date of this Agreement. Buyer shall have the right, until 5 p.m., local time, on August 31, 2004 (the "Due Diligence Period") to continue to conduct such inspections, studies, and evaluations of the Acquired Assets, as Buyer in Buyer's sole discretion deems necessary, to determine the suitability and fitness of such assets and property

for its intended uses by Buyer. During the Due Diligence Period, Buyer shall have reasonable access to (i) the Acquired Assets, (ii) any records, information, or documents relating to the Acquired Assets, and (iii) any governmental agencies having jurisdiction over any matters affecting the Acquired Assets. Seller shall reasonably furnish Buyer with any such records, information, or documents in Seller's possession at the commencement of the Due Diligence Period.

3.3.1 Buyer shall notify Seller in writing, on or before the expiration of the Due Diligence Period, of Buyer's intention to (1) waive this contingency or (2) terminate this Agreement. If Buyer elects to waive this contingency, Buyer shall be deemed to have accepted the Acquired Assets subject to any matters discovered during the Due Diligence Period and "as is where is", and the Deposit shall immediately become completely non-refundable except in the event of (i) Seller's default, or (ii) the non-occurrence of a condition precedent to Buyer's obligation to close contained in paragraph 8 below. If Buyer elects to terminate this agreement (which Buyer may do for any reason during the Due Diligence Period), the Deposit, together with interest earned thereon, shall be returned to Buyer, and thereafter the parties hereto shall have no further liabilities or obligations each to the other.

3.3.2 Nothing contained herein shall prevent the parties from modifying the provisions of this Agreement as a result of matters discovered by Buyer during the Due Diligence Period, provided that any such modification shall be in writing and signed by all parties.

4. CLOSING

4.1 TIME AND PLACE. Closing shall take place at the offices of Eastburn and Gray, P.C., Doylestown, PA, on or before October 1, 2004 (the "Closing Date"); provided that all conditions precedent to each party's obligations hereunder have been satisfied or waived by such date in accordance with the terms and conditions of this Agreement. Time shall be of the essence of this Agreement.

4.2 TRANSACTIONS AT CLOSING. At Closing, the following transactions shall take place:

4.2.1 Seller shall execute and deliver to Buyer a Bill of Sale for all equipment, machinery and fixtures shown on Exhibits 2.1.1 and 2.1.2;

4.2.2 Seller shall execute any documentation necessary to transfer the licenses (to the extent transferable) described in paragraph 2.1.6 to Buyer, and shall execute such further documentation as may be reasonably required after Closing to complete the transfer of such licenses to Buyer;

4.2.3 Seller and Buyer shall execute any documentation necessary to transfer the remaining assets described in paragraph 2 to Buyer;

4.2.4 Buyer shall pay the balance of the purchase price to Seller, and deliver the Shares to the shareholders of Seller, each in the manner provided in paragraph 3.1; and

4.2.5 Buyer and Seller shall complete the sale and purchase of the Real Estate, and execute and deliver all necessary documents in connection with such purchase, and Buyer shall pay any consideration required in connection with such purchase of the Real Estate.

5. REPRESENTATIONS AND WARRANTIES BY SELLER.

5.1 Seller warrants and represents to Buyer as follows:

5.1.1 Seller is a duly organized, existing corporation in good standing under Pennsylvania law, with full power, right and authority to enter into and perform this Agreement and to grant all of the rights, powers and authorities herein granted;

5.1.2 Except as disclosed on Schedule 5.1.2, the execution, delivery and performance of this Agreement do not conflict with, violate, or breach any agreement to which Seller is a party, or Seller's Articles of Incorporation or By-Laws;

5.1.3 All actions taken, or required to be taken, by Seller under this agreement have been duly authorized by the shareholders, directors and officers of Seller;

5.1.4 Except as disclosed on Schedule 5.1.4 or the title commitment and materials, Seller holds good and marketable title to all of the assets and property described in section 2.1 above, and has the ability to sell,

transfer, license and convey such property, free and clear of rights,

agreements, claims, or interests of any other persons or entities, and free and clear of any liens, restrictions, or encumbrances of any kind;

5.1.5 Except as disclosed on Schedule 5.1.5, all inventory described in paragraph 2.1.3 is undamaged, has been manufactured within six months prior to the Closing Date, and has not been removed from its original packaging;

5.1.6 All equipment and machinery described in paragraph 2.1.1 is in good working order and in compliance with FDA standards for good manufacturing practices, and Seller has no knowledge of any uncorrected material defects in or damage to such machinery and equipment;

5.1.7 All computer systems and software used in the Business are in good working order;

5.1.8 All records and documents pertaining to the manufacturing and packing of OTC lozenges and other products of the Business are properly maintained and in compliance with applicable federal, state, and local laws and regulations;

5.1.9 Except as disclosed on Schedule 5.1.9, there are no claims, complaints, lawsuits of any kind pending or threatened against Seller or any of Seller's officers, directors or shareholders in any jurisdiction;

5.1.10 There are no investigations, judicial, administrative, or regulatory proceedings of any kind pending or threatened against Seller or any of Seller's officers, directors or shareholders involving any federal, state or local government agency, including but not limited to claims based upon applicable environmental, labor, manufacturing, safety, zoning, or municipal laws;

5.1.11 Except as disclosed on Schedule 5.1.11, all local, state, and federal taxes, including but not limited to income, withholding, sales, and franchise taxes, owed by Joel have been paid, and all tax returns required to be filed by Joel have been timely filed;

5.1.12 There are no unpaid or delinquent accounts of the Business that would give rise to a lien or claim against the assets being sold hereunder;

5.1.13 Seller is not in default under any contract, agreement or lease to which it is a party, and Seller has timely paid or performed all obligations under any such agreements;

5.1.14 Seller is not in default in any payments due to any suppliers, vendors, or manufacturers, and has timely paid or performed any obligations to such entities;

5.1.15 Seller has not entered into any agreements or otherwise dealt with any other party with respect to any matters contained in this Agreement; provided, however, that Buyer acknowledges that in November, 2003, Seller engaged Chapman Associates in order to pursue a possible sale of the Business; and

5.1.16 All licenses, approvals and permits necessary to the conduct of the Business (including but no limited to FDA licensing, MCA licensing, Pennsylvania labor and industry and department of health, county and

local department of health, and municipal zoning, use and occupancy) are valid and in full force and effect, and Seller is not aware of any impediments to the transfer and/or issuance of new licenses, permits and approvals to Buyer for the conduct of the Business.

5.1.17 Except as disclosed on Schedule 5.1.17, there are no leases, tenancies, licenses or other rights of occupancy or use for any portion of the Real Estate in effect as of the date of this Agreement. Seller agrees not to enter into any lease, license or agreement for the occupancy or use of any portion of the Real Estate after the date of this Agreement without Buyer's written consent.

5.1.18 No assessments for public improvements have been made

against the Real Estate which remain unpaid and Seller has no knowledge and has received no notice of any proposed assessment for public improvements or of any proposed public improvements for which an assessment may be levied against the Real Estate.

5.1.19 Except as disclosed on Schedule 5.1.19, the current use of the Real Estate is in compliance with such zoning classification.

5.1.20 There is no suit, action, or proceeding pending or threatened against or affecting Seller or the Real Estate before or by any court, administrative agency or other governmental or quasi-governmental authority, or which brings into question the validity of this Agreement or this transaction or which could adversely affect title to, or the use and enjoyment of, or value of the Real Estate.

5.1.21 Except as otherwise disclosed in this Agreement or the Schedules, Seller has as of the date of this Agreement, and will have as of the date of the Closing, good, marketable and indefeasible title to the Pharmaloz and Simon Candy Real Estate subject only to the matters set forth in this Agreement (including, without limitation intended, the terms and conditions of paragraph 2.2.2 above).

5.1.22 To the best of Seller's knowledge, and except as disclosed on Schedule 5.1.22: (1) there are no Hazardous Substances (as defined below) stored, used or present in, or at the Real Estate; (2) the Real Estate has never been used by the Seller to refine, produce, store, handle, transfer, process or transport Hazardous Substances; (3) there has been no Release (as defined below), actual or threatened, of any Hazardous Substances by Seller on, over, into, through or from the Real Estate; (4) there has been no Release of any Hazardous Substances for which Seller is or may be liable. To the best of Seller's knowledge, and except as disclosed on Schedule 5.1.22, there have been no air emissions, or discharges to surface waters or groundwaters, of Hazardous Substances which have occurred prior to the date hereof. In addition, except as identified in this Agreement or disclosed on Schedule 5.1.22, there are no above ground or underground storage tanks, vessels or related equipment or containers located on the Real Estate that are subject to federal, state or local laws, statutes, rules, regulations or ordinances. For purposes of this Agreement, each of the terms "Release", "Environmental Law" and "Hazardous Substance" shall be defined as follows:

(i) "Hazardous Substance" means any substance presently listed, defined, designated or classified as hazardous, toxic, radioactive or dangerous, or otherwise regulated, under any Environmental Law, whether by type or by quantity, including any material containing any such substance as a component. Hazardous Substance includes without limitation petroleum or any derivative or by-product thereof, asbestos, radioactive material, and polychlorinated biphenyls;

(ii) "Environmental Law" means any federal, state or local law, statute, ordinance, rule, regulation, code license, permit, authorization, approval, consent order, judgment, decree, injunction or agreement by or with any governmental entity relating to (1) the protection, preservation or restoration of the environment (including, without limitation, air, water vapor, surface water, groundwater, drinking water supply, surface soil, subsurface soil, plant and animal life or any other natural resource), and/or (2) the use, storage, recycling, treatment, generation transportation, processing, handling, labeling, production, release or disposal of Hazardous Substances. The term Environmental Law includes without limitation: (1) the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. ss.9601, ET SEQ.; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. ss.6901, ET SEQ.; the Clean Air Act, as amended, 42 U.S.C. ss.7401, ET SEQ.; the Federal Water Pollution Control Act, as amended, 33 U.S.C. ss.1251, ET SEQ.; the Toxic Substances Control Act, as amended 15 U.S.C. ss.9601, ET SEQ.; the Emergency Planning and Community Right to Know Act, 42 U.S.C. ss.11001, ET SEQ.; the Safe Drinking Water Act, 42 U.S.C ss.300(f), ET SEQ.; and all comparable state and local laws, and (2) any common law (including without limitation common law that may impose strict liability) that may impose liability or obligations for injuries or damages due to, or threatened as a result of, the presence of or exposure to any Hazardous Substance;

(iii) "Release" means the releasing, spilling, leaking, discharging, disposing, discarding or dumping of any Hazardous Substance from, on, into or about the Pharmaloz and Simon Candy

Real Estate.

5.1.23 Subject to the terms and conditions of this Agreement (including, without limitation intended, the terms and conditions of paragraph 2.2.2 above), any buildings or improvements on the Real Estate ("Improvements") are located within the boundaries of the Property and do not encroach on the property of others. The Improvements (including all roads, parking areas, curbs, sidewalks, sewers and utilities) have been completed and installed in accordance with plans, specifications, and/or requirements approved by all governmental or quasi-governmental authorities having jurisdiction.

5.1.24 To the best of Seller's knowledge, and except as disclosed in the title commitment and materials, no default or breach exists under any of the covenants, conditions, restrictions, rights of way or easements, if any, affecting all or any portion of the Real Estate which are to be performed or complied with by the Seller.

5.1.25 Subject to the terms and conditions of this Agreement (including, without limitation intended, the terms and conditions of paragraph 2.2.2 above), all public utilities required for the operation of the Real Estate either enter the Real Estate through adjoining public streets or, if they

enter through adjoining private land, do so in accordance with valid, permanent, public or private easements which will inure to the benefit of Buyer at Closing.

5.1.26 Seller has no knowledge of any uncorrected material defects in or damage to the Improvements.

5.1.27 Subject to the terms and conditions of this Agreement (including, without limitation intended, the terms and conditions of paragraph 2.2.2 above), to the extent the existing legal description of the Real Estate is not adequate to convey good, marketable and insurable title, any survey which may be required for the preparation of an adequate legal description of the Property (or correction thereof) shall be secured and paid for by the Seller. However, survey or surveys desired by the Buyer or required by any mortgagee shall be secured and paid for by the Buyer.

5.1.28 Except as disclosed on Schedule 5.1.28, no work has been performed at, or is in progress at, and no materials have been furnished to, the Real Estate which though not presently the subject of might give rise to mechanics or materialmens or other liens against the Property or any portion thereof.

5.1.29 All assets necessary to operate the Business are included in the assets being sold hereunder.

5.2 To Seller's knowledge, Seller's representations and warranties set forth in this Agreement do not contain any untrue statement of material fact or omit to state a material fact necessary in order to make such representations and warranties and information, in light of the circumstances under which they have been made, not misleading, and to Seller's knowledge Seller has not withheld from Buyer its knowledge of any material fact or event that has occurred or is about to occur regarding the Business which has had or, so far as it can reasonably foresee, will have an adverse affect on the Business.

5.3 All of the foregoing representations and warranties shall be true and correct at the time of Closing, and shall survive Closing for a period of twenty-four (24) months from the date of Closing. It is further agreed that if Seller dissolves after Closing, the shareholders of Seller shall agree to be bound as successors-in-interest to Seller's obligations hereunder.

6. REPRESENTATIONS AND WARRANTIES BY BUYER.

6.1 Buyer hereby represents, warrants, and covenants to Seller the following:

6.1.1 Buyer is a corporation duly organized, existing and in good standing under the laws of the State of Nevada, and qualified to do business in the State of Pennsylvania, with full right, power, and authority to enter into and perform this Agreement and to grant all of the rights, powers, and authorities herein granted.

6.1.2 The execution, delivery, and performance of this Agreement do not conflict with, violate, or breach any agreement to which Buyer is a party, or Buyer's articles of incorporation or bylaws.

6.1.3 All actions taken, or required to be taken, by Buyer under this agreement have been duly authorized by the shareholders, directors and officers of Buyer.

6.1.4 This Agreement has been duly executed and delivered by Buyer and is a legal, valid, and binding obligation enforceable against Buyer in accordance with its terms.

6.2 All of the foregoing representations and warranties shall be true and correct at the time of Closing, and shall survive Closing for a period of twenty-four (24) months from the date of Closing.

6.3 Buyer acknowledges and agrees that the disclosure of confidential information of Seller is subject to the terms of the Supply Agreement between them, as amended, and that Buyer shall not, except as and to the extent required by law or to pursue the financing and approvals necessary to consummate this transaction, without the prior written consent of Buyer, directly or indirectly, make any public comment, statement or communication with respect to, or otherwise disclose or permit the disclosure of, the existence of the proposed transaction or the terms and conditions of this Agreement. Further, Buyer agrees that, in the event the transaction contemplated by this Agreement is not consummated, Buyer will promptly deliver to Seller any and all confidential information as Buyer might then have in its possession or control.

6A. Contracts and Commitments

6A.1 Buyer agrees to be responsible for those obligations of Seller relating to existing contractual commitments as of the Closing Date, pursuant to an Assignment and Assumption Agreement in customary form and content and to be executed and delivered by the parties at the Closing. Seller's current commitments are as set forth on Schedule 6A.1 hereof. An updated Schedule 6A.1 shall be prepared by Seller and attached to this agreement at Closing. Except as set forth on such updated Schedule 6A.1, Buyer shall have no responsibility for any debts, liabilities, or obligations of Seller.

6A.2. The parties shall use reasonable best efforts to obtain all consents to assignments which are required under the assigned contracts, with Seller being primarily responsible therefor. If any such consent is not obtained, then Seller and Buyer shall cooperate in any reasonable arrangement designed to provide for Buyer the benefit of the particular assigned contract; provided, however, that unless some other reasonable arrangement is selected by the parties hereto, Buyer shall be appointed the attorney-in-fact for Seller to enforce, perform and enjoy such the particular Assigned Contract in the name of Seller. It is expressly understood and agreed that the lack of any such consent shall not be a condition precedent for the benefit of either Buyer or Seller.

7. OPERATION OF THE BUSINESS BY SELLER

7.1 From and after the date hereof, until Closing, Seller shall operate the Business in the ordinary course in a manner consistent with prior practices. Seller shall timely pay all taxes, fees, debts and liabilities of the Business, shall not breach or be in default under any existing agreements, and shall not allow any material adverse change to take place with respect to any aspect of the Business. Seller shall not incur any contractual obligations in

excess of $25,000 without Buyer's consent, which shall not be unreasonably withheld or delayed. Seller shall not sell or encumber any of the Acquired Assets outside of the ordinary course of business without Buyer's consent.

7.2 Seller shall promptly notify Buyer of any claim that is threatened or commenced against Seller after the date hereof and prior to Closing.

7.3 Seller shall notify Buyer of any claim that is threatened or commenced against Seller for a period of two (2) years after Closing, to the extent that such claim could be a lien against the Acquired Assets being sold to Buyer hereunder.

8. CONDITIONS PRECEDENT TO THE OBLIGATIONS OF PURCHASER TO CLOSE

The obligation of Buyer to complete the transactions contemplated herein shall be subject to the satisfaction of all of the conditions set forth in this Section 8, on or before the Closing Date:

8.1 All representations and warranties of Seller shall be materially true and correct as of the Closing date as though originally made on such date;

8.2 Seller shall not be in default hereunder and all obligations of Seller to have been performed on or before the Closing Date shall have been duly performed by Seller;

8.3 No suit or proceeding shall have been threatened or commenced against Seller which affects the Acquired Assets and which claims an amount in excess of $100,000.

9. CONDITIONS PRECEDENT TO THE OBLIGATIONS OF SELLER TO CLOSE

The obligation of Seller to complete the transactions contemplated herein shall be subject to the satisfaction of all of the conditions set forth in this Section 9, on or before the Closing Date:

9.1 All representations and warranties of Buyer shall be materially true and correct as of the Closing date as though originally made on such date;

9.2 Buyer shall not be in default hereunder and all obligations of Buyer to have been performed on or before the Closing Date shall have been duly performed by Buyer;

9.3 No claim, suit or proceeding shall have been threatened or commenced against Buyer;

9.4 Buyer shall enter into an employment agreement with David Deck in the form attached as Exhibit C";

9.5 Buyer shall enter into an employment agreement with David Hess in the form attached as Exhibit "D"; and

9.6 Buyer shall have agreed to hire any employees of Seller

who are employed by Seller at the time of Closing, on an "at-will" basis for a 90-day trial period, and to have available to its employees benefits not less favorable to those currently offered by Seller to its employees.

10. TERMINATION; DEFAULT; REMEDIES

10.1 Either party may terminate this Agreement in the event that the conditions precedent contained in paragraph 8 (with respect to Buyer) and 9 (with respect to Seller) have not been satisfied or waived prior to Closing.

10.2 Either party may terminate this Agreement prior to Closing in the event of breach or default by the other party and failure to cure such default after ten days' written notice of such default.

10.3 If Buyer terminates this Agreement when permitted to do so in accordance with the terms and conditions of this Agreement, the Deposit, together with all interest thereon, shall be returned to Buyer.

10.4 In the event of a breach by Buyer under this Agreement, Seller shall be entitled to retain the Deposit, together with all interest thereon, as liquidated damages for such breach, which shall be Seller's sole remedy.

10.5 In the event of a breach by Seller, Buyer shall have such rights and remedies as are available under this Agreement and applicable law.

11. MISCELLANEOUS PROVISIONS

11.1 In the event that any provision of this Agreement is declared invalid or contrary to any law, rule, regulation or public policy of the United States or any state, all of the remaining provisions hereof shall continue in full force and effect.

11.2 Each of the parties hereto and their respective officers and directors shall, prior to and after Closing, cooperate with each other and use their reasonable best efforts to take or cause to be taken all actions, and do or cause to be done all things, necessary, proper or advisable on their part under this Agreement and applicable laws to consummate and make effective the transactions contemplated by this Agreement as soon as practicable.

11.3 This Agreement has been made and executed in the Commonwealth of Pennsylvania and shall in all respects be governed by the laws of the Commonwealth of Pennsylvania. In the event of any dispute hereunder, the parties consent to the exclusive jurisdiction and venue of the Court of Common Pleas of Bucks County, Pennsylvania.

11.4 Any notice or other communication required or permitted to be

given pursuant to this Agreement shall be deemed to have been sufficiently given if in writing and delivered by hand or by telefax transmission (with a mandatory written confirmation, via a recognized overnight courier, as provided below) or sent by registered or certified mail (postage prepaid) or by express courier or express mail, fees prepaid, addressed as indicated below:

(a) If to Seller: Joel, Inc.
Attention: David B. Deck, President
P.O. Box 488
31 North Spruce Street
Elizabethtown, PA 17022-0488

With a copy to: Bruce R. Spicer, Esq.
McNees Wallace & Nurick LLC
100 Pine Street
P. O. Box 1166
Harrisburg, PA 17108-1166

(a) If to Buyer: The Quigley Corporation
Attention: Guy Quigley, President
P.O. Box 1349
621 N. Shady Retreat Road
Doylestown, PA 18901

With a copy to: Thomas F. J. MacAniff, Esq.
Eastburn and Gray, P.C.
P.O. Box 1389
60 East Court Street
Doylestown, PA 18901

Either party may, by notice as aforesaid, designate a different address for notices or other communications intended for it.

Any notice which is delivered in the manner provided herein (provided mandatory confirmation copies are sent) shall be deemed to have been duly given to the party to whom it is directed upon actual receipt by such party.

11.5 Buyer and Seller represent to each other that no brokerage commissions are due to any party as a result of this transaction; PROVIDED, however, that Seller will owe a commission to Chapman Associates, for which Seller shall be solely responsible. Any party violating this representation shall indemnify, defend and hold the other party harmless from and against all commissions due and any other costs, losses, liabilities and expenses, including attorneys' fees, incurred as a result of such violation.

11.6 Neither party shall assign or transfer this Agreement or their rights or obligations hereunder without the prior written consent of the other party, except that Buyer may assign this Agreement to a wholly-owned subsidiary of Buyer; provided that Buyer shall at all times be responsible for and guarantee the payment or performance of all obligations of such subsidiary. This Agreement shall bind the successors and assigns of the parties hereto.

11.7 This Agreement constitutes the entire understanding between the parties relating to the subject matter of this Agreement and supersedes and cancels any and all previous agreements or understandings between the parties.

This Agreement may not be altered or amended except by a written instrument executed by duly authorized representatives of the parties.

11.8 The headings contained herein are inserted for convenience only and shall not be deemed to have any substantive meaning.

11.9 Any failure to either party to notify the other of a violation, default or breach of this Agreement or to terminate this Agreement on account thereof shall not constitute a waiver of such violation, default or breach, or a consent, acquiescence or waiver of any later violation, default or breach, whether of the same or a different character.

11.10 Each party hereto warrants and represents to the other that all necessary corporate and individual actions and approvals have been taken and given, and that upon execution by its duly authorized representative, this Agreement shall be a binding obligation of such party.

11.11 This Agreement shall legally bind the parties and their respective successors (including the shareholders receiving distribution of the assets of a dissolved corporation) and assigns.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Asset Purchase and Sale Agreement to be executed on the day and year first above written.

JOEL, INC.

By: /s/ David B. Deck

David B. Deck, President

Shareholders of JOEL, INC.:
Joinder for the sole and limited purpose of the matters described in paragraphs 3.1.2, 3.1.2.1, 3.1.2.2, 3.1.2.3, and 5.3 above

/s/ David B. Deck

David B. Deck

/s/ Cheryl K. Deck

Cheryl K. Deck

/s/ Sandra K. Sattazahn

Sandra K. Sattazahn

/s/ Kristin L. Deck

Kristin L. Deck

/s/ Andrew D. Deck

Andrew D. Deck

THE QUIGLEY CORPORATION

By: /s/ Guy J. Quigley

LIST OF SCHEDULES

SCHEDULE REFERENCE	SCHEDULE DESCRIPTION
2.1.1	Machinery, equipment, etc.
2.1.2	Computer equipment, software
2.1.6	Licenses and permits
2.1.7	Customer lists
2.1.11	Equipment and licenses
2.3.1	Accounts receivable
2.3.4	Excluded motor vehicles
2.3.6	Assets of Buyer in Seller's possession
5.1.2	Breaches

5.1.4	Current liens
5.1.5	Inventory
5.1.9	Threatened litigation
5.1.11	Tax matters
5.1.17	Third-party rights
5.1.19	Zoning
5.1.22	Environmental matters
5.1.28	Work
6A.1	Contractual commitments

LIST OF EXHIBITS

EXHIBIT REFERENCE	EXHIBIT DESCRIPTION
"A"	Escrow Agreement
"B"	Registration Rights Agreement
"C"	David Deck Employment Agreement
"D"	David Hess Employment Agreement

EXHIBIT "A"

ESCROW AGREEMENT

This ESCROW AGREEMENT (this "Agreement") is made this 18th day of August, 2004, by and among JOEL, INC., a Pennsylvania corporation ("Seller") and THE QUIGLEY CORPORATION, a Nevada corporation ("Buyer"); and EASTBURN AND GRAY, P.C. ("Eastburn") and MCNEES WALLACE & NURICK LLC ("MWN") as escrow agents (Eastburn and MWN are sometimes collectively referred to as the "Escrow Agent").

RECITALS

WHEREAS, Buyer and Seller have entered into a certain Asset Purchase and Sale Agreement dated August 18, 2004 (the "Asset Purchase Agreement"), pursuant to which Buyer agreed to purchase substantially all of the assets of Seller; and

WHEREAS, pursuant to paragraph 3.1.1 of the Asset Purchase Agreement, the sum of One Hundred Thousand Dollars ($100,000.00) is to be deposited into escrow pursuant to this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements herein contained, and intending to be legally bound hereby, the parties hereto agree as follows:

AGREEMENT

1. DEPOSIT. Buyer on the date hereof shall deposit the sum of One Hundred Thousand Dollars ($100,000.00) (the "Deposit") into an escrow account designated by the Escrow Agent. The Escrow Agent shall hold the Deposit in escrow pursuant to the terms of the Asset Purchase Agreement.

2. ACCOUNT. The Deposit shall be deposited into an interest-bearing account in an FDIC-insured bank designated by the Escrow Agent. In order to open and administer such interest bearing account, Escrow Agent is hereby authorized to utilize Seller's Taxpayer Identification Number, as follows: 23-1922252.

3. UNANIMOUS ACTION. Except as otherwise provided in this Agreement, all actions taken by Eastburn and MWN in their joint capacity as Escrow Agent shall be unanimous.

4. RELEASE AND PAYMENT. The Escrow Agent shall release, pay, deliver, transfer and assign the Deposit (together with any interest) by check, bank

check, or wire transfer in accordance with the terms and conditions of the Asset Purchase Agreement and the procedures described in Section 5 below.

5. PROCEDURES TO OBTAIN RELEASE AND PAYMENT.

(a) Upon the occurrence of any event that entitles a party to the Deposit, the party entitled to the Deposit shall deliver written

instructions to Eastburn and MWN in their joint capacity as the Escrow Agent, including a description of the applicable release and payment event.

(b) If the written instructions are signed by both Buyer and Seller and are delivered pursuant to Section 5(a), the Escrow Agent shall promptly release and deliver the Deposit as directed in such instructions.

(c) If the written instructions have been delivered to the Escrow Agent by other than joint instructions, the Escrow Agent shall promptly send a copy thereof to the other party. Such other party shall have ten (10) business days following the date of its receipt of a copy of such written instructions in which to object to the requested disbursement of the Deposit by sending a written objection thereto to the Escrow Agent. If the Escrow Agent has not timely received such written objection, the Escrow Agent shall promptly release and deliver the Deposit as directed in the written instructions. If the Escrow Agent has received the written objection on or before such tenth (10th) business day, the Escrow Agent shall forthwith give notice of such objection to the party which originally delivered the written instructions, and shall continue to hold the Deposit until Buyer and Seller jointly direct the release and delivery thereof pursuant to written instructions signed by each of them. If Buyer and Seller have not delivered any such joint written instructions within ten (10) business days after the date on which the Escrow Agent delivered the notice of objection to the party originally delivering the written instructions, Buyer and/or Seller may petition a court of competent jurisdiction ("Court") for determination of how the Deposit should be disbursed, and each of Buyer and Seller hereby agrees promptly to deliver to the other and to the Escrow Agent notice of such petition and a copy thereof. In connection with such petition, each of Buyer and Seller agrees in good faith to take such actions as may be necessary or advisable to enable the Court to render a decision with respect to the disposition of the Deposit as promptly as practicable. In the event that neither party petitions the Court for such determination within ten (10) business days after the Escrow Agent has delivered a notice of objection, either of Eastburn or MWN, may, in its sole discretion, petition the Court for such determination. In connection with any judicial determination, the Escrow Agent shall promptly release and deliver the Deposit only as directed by the Court pursuant to a judgment which is final and non-appealable, or else it may take action only upon receipt of instructions which are signed by both Buyer and Seller.

6. NOTICES. All notices, requests, demands and other communications that are required by or may be given under this Agreement shall be in writing. All notices directed to the Escrow Agent shall be provided contemporaneously to Eastburn and MWN acting in their joint capacity as Escrow Agent. All notices hereunder shall be deemed to have been duly given (i) when received if personally delivered, (ii) when transmitted if transmitted by telecopy, electronic or digital transmission method, (iii) the day after such notices are sent, if send for next day delivery to a domestic address by recognized overnight delivery service (e.g., Federal Express), and (iv) upon receipt, if sent by certified or registered mail, return receipt requested. Such notices shall be delivered to the parties at their respective addresses as set forth in the Asset Purchase Agreement.

7. WAIVER OF POTENTIAL CONFLICT OF INTEREST. Buyer and Seller each hereby

acknowledges that Eastburn has fully disclosed all potential conflicts of interest that may arise out of Eastburn's representation of Buyer in the negotiation, preparation and execution of the Asset Purchase Agreement, as well as acting as the Escrow Agent hereunder. Buyer and Seller each hereby acknowledges that MWN has fully disclosed all potential conflicts of interest that may arise out of MWN's representation of Seller in the negotiation, preparation and execution of the Asset Purchase Agreement, as well as acting as the Escrow Agent hereunder. After reviewing and evaluating these disclosures, each of Buyer and Seller hereby consents to (i) the continuing representation of Seller by MWN, even if a dispute over the disposition of the Deposit arises and

(ii) the continuing representation of Buyer by Eastburn, even if a dispute over the disposition of the Deposit arises.

8. LIABILITY OF THE ESCROW AGENT. The acceptance by the Escrow Agent of its duties as such under this Agreement is subject to the following terms and conditions, which all parties to this Agreement hereby agree shall govern and control with respect to the rights, duties, liabilities and obligations of the Escrow Agent:

(a) The Escrow Agent is not a party to, and is not bound by, any agreement which may be evidenced by, or arise out of, the foregoing written instructions, other than as expressly set forth herein or in the Asset Purchase Agreement.

(b) The duties of the Escrow Agent set forth herein are purely ministerial in nature, and the parties hereby release the Escrow Agent from any acts done or admitted to be done by it in good faith and in the performance of its duties hereunder. In addition, the Escrow Agent shall have no responsibility for determining or ascertaining the accuracy, sufficiency or completeness of the facts alleged in any written instructions.

(c) The Escrow Agent shall not incur any liability to Buyer and Seller by acting in accordance with the terms of the provisions of this Agreement upon any written notice, request, waiver, consent, receipt or other paper or document that the Escrow Agent, in good faith, believes to be genuine. Moreover, the Escrow Agent shall not be liable for the sufficiency or correctness as to the accuracy, completeness, form, manner, execution or validity of any instrument deposited to the escrow created hereby, or the identity, authority, or right of any person executing the same.

(d) The Escrow Agent may consult with, and obtain advice from, independent legal counsel in the event of any dispute or question as to the interpretation of any of the provisions hereof or its duties hereunder, and it shall not incur any liability to Buyer and Seller and shall be fully protected by acting in good faith in accordance with any such opinion and instructions of such counsel.

(e) In the event that the Escrow Agent becomes involved with any litigation arising out of this Agreement, including the initiation or prosecution of an action pursuant to Section 5(c) hereof, each of Eastburn and/or MWN is hereby authorized to deposit with the clerk of a court of competent jurisdiction any and all funds, securities or other property held by it pursuant hereto and, thereupon, shall stand fully relieved and discharged of any further duties, liabilities or obligations hereunder, and

this Agreement shall terminate. Further, in the event the Escrow Agent is threatened with litigation arising out of this Agreement, each of Eastburn and/or MWN is hereby authorized to interplead all interested parties in any court of competent jurisdiction and to deposit with the clerk of such court any and all funds, securities or other property held by it pursuant hereto and, thereupon, shall stand fully relieved and discharged of any further duties, liabilities or obligations hereunder, and this Agreement shall terminate. Notwithstanding the foregoing, the Escrow Agent shall not be required by any provision hereof to institute legal proceedings of the kind referred to in this Section 8(e).

(f) Buyer and Seller hereby agree, jointly and severally, to indemnify each of Eastburn and MWN and hold each harmless from and against any and all loss, liability, expense (including reasonable attorneys' fees and expenses), claim or demand arising out of, or in connection with, their acting as Escrow Agent hereunder, except for such loss, liability, expense, claim or demand which is judicially determined in a final order to have arisen out of the gross negligence or willful misconduct of Eastburn and/or MWN. Such indemnification shall survive the resignation of the Escrow Agent or the termination of this Agreement.

9. RESIGNATION OF THE ESCROW AGENT.

(a) Eastburn and/or MWN may resign from their joint role as Escrow Agent hereunder by giving written notice of such resignation to Buyer and Seller at their respective addresses set forth in the Asset Purchase Agreement, at least ten (10) business days prior to the date specified for such resignation to take effect. In such event and upon the effective date of such resignation, the remaining party (if any) shall serve as the Escrow Agent and shall fulfill all of the Escrow Agent's responsibilities and obligations hereunder, subject to the right to resign in accordance with this Section 9.

(b) In the event of the resignation of both Eastburn and MWN (or upon Eastburn's and MWN's becoming incapable of acting hereunder) Seller and Buyer shall forthwith appoint a new Escrow Agent; failing such appointment within twenty (20) days, the parties shall apply to a Judge of Bucks County, Pennsylvania to act in his or her individual and not judicial capacity, on such notice as such Judge may direct, for the appointment of a new Escrow Agent.

10. TERMINATION OF THE ESCROW AGENT. This Agreement shall terminate upon the complete disbursement of the Deposit or as otherwise set forth herein. Upon such termination, the Escrow Agent shall be released from, and shall not have any further liabilities or obligations hereunder.

11. MISCELLANEOUS.

(a) The Escrow Agent shall not receive any fee for its services as Escrow Agent.

(b) The laws and courts of the Commonwealth of Pennsylvania shall be controlling regarding the interpretation of this Agreement.

(c) In the event that any one or more of the provisions of this Agreement or in any other document referred to herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then, to the maximum extent permitted by law, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement or any other such document or instrument.

(d) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(e) The captions to the various sections, subsections and clauses herein are solely for the convenience of the parties hereto and shall not control or affect the meaning or construction of this Agreement.

(f) This Agreement constitutes the entire agreement among the parties with respect to the subject matter hereof and supersedes all prior oral and written agreements among the parties with respect to the subject matter hereof.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties hereto have executed this Escrow Agreement the date first above written.

WITNESS/ATTEST:

SELLER:
JOEL, INC.

By:

David B. Deck, President

BUYER:
THE QUIGLEY CORPORATION

By:

, its

ESCROW AGENT:

MCNEES WALLACE &
NURICK LLC

By:

, Member

EASTBURN & GRAY, P.C.

By: _____
, its

Exhibit "B"

REGISTRATION RIGHTS AGREEMENT

This Registration Rights Agreement (this "AGREEMENT") is made and entered into as of October ___, 2004, by and among The Quigley Corporation, a Nevada corporation (the "COMPANY"), and the undersigned shareholders (each, a "SHAREHOLDER" and collectively, the "SHAREHOLDERS").

WHEREAS:

A. In connection with that certain Asset Purchase and Sale Agreement by and between Joel, Inc. ("JOEL") and the Company (the "PURCHASE AGREEMENT"), the Company has agreed, upon the terms and subject to the conditions of the Purchase Agreement, to issue _____ shares of the Company's common stock, $.0005 par value per share (the "COMMON STOCK") to the Shareholders as part of the consideration for the Acquired Assets (as such term is defined in the Purchase Agreement);

B. To induce the Shareholders to execute and deliver the Purchase Agreement, the Company has agreed to provide certain registration rights under the Securities Act of 1933, as amended, and the rules and regulations thereunder, or any similar successor statute (collectively, the "SECURITIES ACT"), and applicable state securities laws.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and the Shareholders hereby agree as follows.

1. Definitions. Capitalized terms used and not otherwise defined herein that are defined in the Purchase Agreement shall have the meanings given such terms in the Purchase Agreement. As used in this Agreement, the following terms shall have the following meanings:

"BUYBACK DATE" means the 180th day following the Closing Date, PROVIDED, HOWEVER, that the Buyback Date shall be extended beyond the 180th day following the Closing Date for any time period of delay that is the result solely of Joel's need to address any regulatory agency concerns regarding the adequacy of Joel's financial statements.

"CALL RIGHT" shall have the meaning set forth in Section 2(b).

"CASH PAYMENT" shall have the meaning set forth in Section 2(b).

"CLOSING DATE" means the date on which the closing of the transactions contemplated by the Purchase Agreement occurs.

"COMMISSION" means the Securities and Exchange Commission.

"EFFECTIVE REGISTRATION DATE" means the date on which the Commission declares the Registration Statement to be effective.

"EFFECTIVENESS DATE" means the 120th day following the Closing Date, PROVIDED, however, that the Effectiveness Date shall be extended beyond the 120th day following the Closing Date for any time period of delay that is the result solely of Joel's need to address any regulatory agency concerns regarding the adequacy of Joel's financial statements.

"EFFECTIVENESS PERIOD" shall have the meaning set forth in Section 2(a).

"EXCHANGE ACT" means the Securities Exchange Act of 1934, as amended, and the rules and regulations thereunder, or any similar successor statute.

"INDEMNIFIED PARTY" shall have the meaning set forth in Section 5(c).

"INDEMNIFYING PARTY" shall have the meaning set forth in Section 5(c).

"PROCEEDING" means an action, claim, suit, investigation or proceeding (including, without limitation, an investigation or partial proceeding, such as a deposition), whether commenced or threatened.

"PROSPECTUS" means the prospectus included in the Registration Statement (including, without limitation, a prospectus that includes any information previously omitted from a prospectus filed as part of an effective registration statement in reliance upon Rule 430A promulgated under the Securities Act), as amended or supplemented by any prospectus supplement, with respect to the terms of the offering of any portion of the Registrable Securities covered by the Registration Statement, and all other amendments and supplements to the Prospectus, including post-effective amendments, and all material incorporated by reference or deemed to be incorporated by reference in such Prospectus.

"PUT RIGHT" shall have the meaning set forth in Section 2(c).

"REGISTRABLE SECURITIES" means the shares of Common Stock issued upon the closing of the transactions contemplated by the Purchase Agreement, including any securities which may thereafter be issued in respect of any such share of Common Stock in the event of any stock split, stock dividend, recapitalization or reclassification; share exchange, consolidation, merger or reorganization; distribution of warrants or other rights; or other like issuances or distributions of securities.

"REGISTRATION STATEMENT" means each registration statement required to be filed hereunder, including the Prospectus, amendments and supplements to such registration statement or Prospectus, including pre- and post-effective amendments, all exhibits thereto, and all material incorporated by reference or deemed to be incorporated by reference in such registration statement.

"RULE 144" means Rule 144 promulgated by the Commission pursuant to the Securities Act, as such Rule may be amended from time to time, or any similar rule or regulation hereafter adopted by the Commission having substantially the same effect as such Rule.

"RULE 415" means Rule 415 promulgated by the Commission pursuant to the Securities Act, as such Rule may be amended from time to time, or any similar rule or regulation hereafter adopted by the Commission having substantially the same effect as such Rule.

"TRADING MARKET" means any of the NASD OTC Bulletin Board, NASDAQ SmallCap Market, the Nasdaq National Market, the American Stock Exchange or the New York Stock Exchange.

2. Registration.

(a) Within 20 days following the Closing Date, the Company shall prepare and use its best efforts to file with the Commission a Registration Statement covering the Registrable Securities for an offering to be made on a continuous basis pursuant to Rule 415. The Registration Statement shall be on Form S-3 (except if the Company is not then eligible to register for resale the Registrable Securities on Form S-3, in which case such registration shall be on another appropriate form in accordance herewith). The Company shall cause the Registration Statement to become effective and remain effective as provided herein. The Company shall use its reasonable commercial efforts to cause the Registration Statement to be declared effective under the Securities Act as promptly as possible after the filing thereof, but in any event no later than the Effectiveness Date. The Company shall use its reasonable commercial efforts to keep the Registration Statement continuously effective under the Securities Act until the date which is the earlier date of when (i) all Registrable Securities have been effectively registered under the Securities Act and disposed of in accordance with the Registration Statement covering them, (ii) all Registrable Securities are distributed to the public pursuant to Rule 144 (or any similar provision then in force) under the Securities Act, or (iii) all Registrable Securities are otherwise freely transferable without restriction under the Securities Act (the "EFFECTIVENESS PERIOD").

(b) Following the Effective Registration Date and upon notice of a sale by a Shareholder and confirmation by such Shareholder that he has complied with the prospectus delivery requirements, the Company shall cause its counsel to issue a opinion to the transfer agent stating that the shares are subject to an effective registration statement and can be reissued free of restrictive legend.

3. Registration Procedures. If and whenever the Company is required by the provisions hereof to effect the registration of any Registrable Securities under the Securities Act, the Company will, as expeditiously as possible:

(a) prepare and file with the Commission the Registration Statement with

respect to such Registrable Securities, respond as promptly as possible to any comments received from the Commission, and use its best efforts to cause the Registration Statement to become and remain effective for the Effectiveness Period with respect thereto;

(b) prepare and file with the Commission such amendments and supplements to the Registration Statement and the Prospectus used in connection therewith as may be necessary to comply with the provisions of the Securities Act with respect to the disposition of all Registrable Securities covered by the Registration Statement and to keep such Registration Statement effective until the expiration of the Effectiveness Period;

(c) furnish to the Shareholders such reasonable number of copies of the Registration Statement and the Prospectus included therein as such Shareholders may request in order to facilitate the public sale or disposition of the

Registrable Securities covered by the Registration Statement;

(d) list the Registrable Securities covered by the Registration Statement with any Trading Market on which the Common Stock of the Company is then listed;

(e) use its commercially reasonable efforts to register or qualify the Registrable Securities covered by the Registration Statement under such state securities or blue sky laws of such jurisdictions as such Shareholders may reasonably request; PROVIDED, HOWEVER, that the Company shall not be obligated to file any general consent to service of process or to qualify as a foreign corporation in any jurisdiction in which it is not so qualified or to subject itself to taxation in connection with any such registration or qualification of such Registrable Securities;

(f) immediately notify the Shareholders at any time when a Prospectus relating thereto is required to be delivered under the Securities Act, of the happening of any event of which the Company has knowledge as a result of which the Prospectus contained in such Registration Statement, as then in effect, includes an untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein not misleading in light of the circumstances then existing; and

(g) prepare and promptly file with the Commission and promptly notify the Shareholders of the filing of such amendments or supplements to such Registration Statement or Prospectus as may be necessary to correct any statements or omissions if, at the time when a Prospectus relating to such Registrable Securities is required to be delivered under the Securities Act, any event has occurred as the result of which any such Prospectus or any other Prospectus then in effect may include an untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

4. Registration Expenses. All expenses relating to the Company's compliance with Sections 2 and 3 hereof, including, without limitation, all registration and filing fees, printing expenses, fees and disbursements of counsel and independent public accountants for the Company, fees of the NASD, transfer taxes, fees of transfer agents and registrars, fees of, and disbursements incurred by, one counsel for the Shareholders (to the extent such counsel is required due to Company's failure to meet any of its obligations hereunder), are called "REGISTRATION EXPENSES." All selling commissions applicable to the sale of Registrable Securities, including any fees and disbursements of any special counsel to the Shareholders beyond those included in Registration Expenses, are called "SELLING EXPENSES" and shall be the responsibility of the Shareholders. The Company shall only be responsible for all Registration Expenses.

5. Indemnification.

(a) In the event of a registration of any Registrable Securities under the Securities Act pursuant to this Agreement, the Company will indemnify and hold harmless the Shareholders against any losses, claims, damages or liabilities,

joint or several, to which the Shareholders may become subject under the Securities Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon any untrue statement or alleged untrue statement of any material fact contained in any Registration Statement under which such Registrable Securities were registered under the Securities Act pursuant to this Agreement, any final Prospectus contained therein, or any amendment or supplement thereof, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements

therein not misleading, and will reimburse the Shareholders for any reasonable legal or other expenses incurred by them in connection with investigating or defending any such loss, claim, damage, liability or action; provided, however, that the Company will not be liable in any such case if and to the extent that any such loss, claim, damage or liability arises out of or is based upon an untrue statement or alleged untrue statement or omission or alleged omission so made in conformity with information furnished by or on behalf of the Shareholders in writing specifically for use in any such document.

(b) In the event of a registration of the Registrable Securities under the Securities Act pursuant to this Agreement, each of the Shareholders will indemnify and hold harmless the Company, and its officers, directors and each other person, if any, who controls the Company within the meaning of the Securities Act, against all losses, claims, damages or liabilities, joint or several, to which the Company or such persons may become subject under the Securities Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon any untrue statement or alleged untrue statement of any material fact which was furnished in writing by such Shareholder to the Company expressly for use in (and such information is contained in) the Registration Statement under which such Registrable Securities were registered under the Securities Act pursuant to this Agreement, any preliminary Prospectus or final Prospectus contained therein, or any amendment or supplement thereof, or arise out of or are based upon the omission or alleged omission in information furnished in writing to the Company by such Shareholder to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, and will reimburse the Company and each such person for any reasonable legal or other expenses incurred by them in connection with investigating or defending any such loss, claim, damage, liability or action, provided, however, that such Shareholder will be liable in any such case if and only to the extent that any such loss, claim, damage or liability arises out of or is based upon an untrue statement or alleged untrue statement or omission or alleged omission so made in conformity with information furnished in writing to the Company by or on behalf of such Shareholder specifically for use in any such document.

(c) Promptly after receipt by a party entitled to claim indemnification hereunder (an "Indemnified Party") of notice of the commencement of any action, such Indemnified Party shall, if a claim for indemnification in respect thereof is to be made against a party hereto obligated to indemnify such Indemnified Party (an "Indemnifying Party"), notify the Indemnifying Party in writing thereof, but the omission so to notify the Indemnifying Party shall not relieve it from any liability which it may have to such Indemnified Party other than under this Section 5(c) and shall only relieve it from any liability which it may have to such Indemnified Party under this Section 5(c) if and to the extent the Indemnifying Party is prejudiced by such omission. In case any such action shall be brought against any Indemnified Party and it shall notify the Indemnifying Party of the commencement thereof, the Indemnifying Party shall be entitled to participate in and, to the extent it shall wish, to assume and undertake the defense thereof with counsel satisfactory to such Indemnified Party, and, after notice from the Indemnifying Party to such Indemnified Party of its election so to assume and undertake the defense thereof, the Indemnifying

Party shall not be liable to such Indemnified Party under this Section 5(c) for any legal expenses subsequently incurred by such Indemnified Party in connection with the defense thereof; if the Indemnified Party retains its own counsel, then the Indemnified Party shall pay all fees, costs and expenses of such counsel, provided, however, that, if the defendants in any such action include both the indemnified party and the Indemnifying Party and the Indemnified Party shall have reasonably concluded that there may be reasonable defenses available to it which are different from or additional to those available to the Indemnifying Party or if the interests of the Indemnified Party reasonably may be deemed to conflict with the interests of the Indemnifying Party, the Indemnified Party shall have the right to select one separate counsel and to assume such legal defenses and otherwise to participate in the defense of such action, with the reasonable expenses and fees of such separate counsel and other expenses related to such participation to be reimbursed by the Indemnifying Party as incurred.

(d) In order to provide for just and equitable contribution in the event of joint liability under the Securities Act in any case in which either (i) a Shareholder makes a claim for indemnification pursuant to this Section 5 but it is judicially determined (by the entry of a final judgment or decree by a court of competent jurisdiction and the expiration of time to appeal or the denial of the last right of appeal) that such indemnification may not be enforced in such case notwithstanding the fact that this Section 5 provides for indemnification in such case, or (ii) contribution under the Securities Act may be required on the part of such Shareholder in circumstances for which indemnification is provided under this Section 5; then, and in each such case, the Company and such Shareholder will contribute to the aggregate losses, claims, damages or liabilities to which they may be subject (after contribution from others) in such proportion as is appropriate to reflect the relative fault of the Indemnifying Party and the Indemnified Party in connection with the actions

which resulted in such losses, claims, damages or liabilities, as well as any other relevant equitable considerations. The relative fault of such Indemnifying Party and Indemnified Party shall be determined by reference to, among other things, whether any action in question, including any untrue or alleged untrue statement of a material fact or omission or alleged omission to state a material fact, has been made by, or relates to information supplied by, such Indemnifying Party or Indemnified Party, and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such action; provided, however, that, in any such case, no person or entity guilty of fraudulent misrepresentation (within the meaning of Section 10(f) of the Act) will be entitled to contribution from any person or entity who was not guilty of such fraudulent misrepresentation. The amount paid or payable by a party as a result of the losses, claims, damages or liabilities referred to above shall be deemed to include any legal or other fees or expenses reasonably incurred by such party in connection with any investigation or proceeding.

6. Miscellaneous.

(a) Remedies. In the event of a breach by the Company or by a Shareholder, of any of their respective obligations under this Agreement, each Shareholder or the Company, as the case may be, in addition to being entitled to exercise all rights granted by law and under this Agreement, including recovery of damages, will be entitled to specific performance of its rights under this Agreement.

(b) No Piggyback on Registrations. Neither the Company nor any of its security holders (other than the Shareholders in such capacity pursuant hereto) may include securities of the Company in any Registration Statement other than the Registrable Securities, and the Company shall not after the date hereof enter into any agreement providing any such right for inclusion of shares in the Registration Statement to any of its security holders. The Company has not previously entered into any agreement granting any registration rights with respect to any of its securities to any person that have not been fully satisfied.

(c) Compliance. Each Shareholder covenants and agrees that he will comply with the prospectus delivery requirements of the Securities Act as applicable to him in connection with sales of Registrable Securities pursuant to the Registration Statement.

(d) Discontinued Disposition. Each Shareholder agrees by his acquisition of such Registrable Securities that, upon receipt of a notice from the Company of the occurrence of a Discontinuation Event (as defined below), such Shareholder will forthwith discontinue disposition of such Registrable Securities under the applicable Registration Statement until such Shareholder's receipt of the copies of the supplemented Prospectus and/or amended Registration Statement or until it is advised in writing (the "ADVICE") by the Company that the use of the applicable Prospectus may be resumed, and, in either case, has received copies of any additional or supplemental filings that are incorporated or deemed to be incorporated by reference in such Prospectus or Registration Statement. The Company may provide appropriate stop orders to enforce the provisions of this paragraph. For purposes of this Section 6(d), a "DISCONTINUATION EVENT" shall mean (i) when the Commission notifies the Company whether there will be a "review" of such Registration Statement and whenever the Commission comments in writing on such Registration Statement; (ii) any request by the Commission or any other Federal or state governmental authority for amendments or supplements to such Registration Statement or Prospectus or for additional information; (iii) the issuance by the Commission of any stop order suspending the effectiveness of such Registration Statement covering any or all of the Registrable Securities or the initiation of any Proceedings for that purpose; (iv) the receipt by the Company of any notification with respect to the suspension of the qualification or exemption from qualification of any of the Registrable Securities for sale in any jurisdiction, or the initiation or threatening of any Proceeding for such purpose; and/or (v) the occurrence of any event or passage of time that makes the financial statements included in such Registration Statement ineligible for inclusion therein or any statement made in such Registration Statement or Prospectus or any document incorporated or deemed to be incorporated therein by reference untrue in any material respect or that requires any revisions to such Registration Statement, Prospectus or other documents so that, in the case of such Registration Statement or Prospectus, as the case may be, it will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. The Company shall promptly take any and all commercially reasonable actions necessary to rectify any Discontinuation Event such that the use of the applicable Prospectus may be resumed.

(e) Piggy-Back Registrations. If at any time during the Effectiveness Period there is not an effective Registration Statement covering all of the Registrable Securities and the Company shall determine to prepare and file with the Commission a registration statement relating to an offering for its own account or the account of others under the Securities Act of any of its equity

securities, other than on Form S-4 or Form S-8 (each as promulgated under the Securities Act) or their then equivalents relating to equity securities to be issued solely in connection with any acquisition of any entity or business or equity securities issuable in connection with stock option or other employee benefit plans, then the Company shall send to each Shareholder written notice of such determination and, if within fifteen days after receipt of such notice, any such Shareholder shall so request in writing, the Company shall include in such registration statement all or any part of such Registrable Securities such Shareholder requests to be registered to the extent the Company may do so without violating registration rights of others which exist as of the date of this Agreement, subject to customary underwriter cutbacks applicable to all holders of registration rights and subject to obtaining any required consent of any selling stockholder(s) to such inclusion under such registration statement.

(f) Amendments and Waivers. The provisions of this Agreement, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions hereof may not be given, unless the same shall be in writing and signed by the Company and the Shareholders of the then outstanding Registrable Securities. Notwithstanding the foregoing, a waiver or consent to depart from the provisions hereof with respect to a matter that relates exclusively to the rights of certain Shareholders and that does not directly or indirectly affect the rights of other Shareholders may be given by Shareholders of at least a majority of the Registrable Securities to which such waiver or consent relates; provided, however, that the provisions of this sentence may not be amended, modified, or supplemented except in accordance with the provisions of the immediately preceding sentence.

(g) Notices. Any notice or request hereunder may be given to the Company or the Shareholder at the respective addresses set forth below or as may hereafter be specified in a notice designated as a change of address under this Section 6(g). Any notice or request hereunder shall be given by registered or certified mail, return receipt requested, hand delivery, overnight mail, Federal Express or other national overnight next day carrier (collectively, "COURIER") or telecopy (confirmed by mail). Notices and requests shall be, in the case of those by hand delivery, deemed to have been given when delivered to any party to whom it is addressed, in the case of those by mail or overnight mail, deemed to have been given three (3) business days after the date when deposited in the mail or with the overnight mail carrier, in the case of a Courier, the next business day following timely delivery of the package with the Courier, and, in the case of a telecopy, when confirmed. The address for such notices and communications shall be as follows:

(i) If to the Company:
The Quigley Corporation
Attention: Guy Quigley, President
P.O. Box 1349
621 N. Shady Retreat Road
Doylestown, PA 18901

With a copy to:
Thomas F. J. MacAniff, Esq.
Eastburn and Gray, P.C.
P.O. Box 1389
60 East Court Street
Doylestown, PA 18901

(ii) If to a Shareholder: To the name and address set forth under such Shareholder's signature on the signature pages hereto.

or such other address as may be designated in writing hereafter in accordance with this Section 6(g) by such person.

(h) Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of each of the parties and shall inure to the benefit of each Shareholder. The Company may not assign its rights or obligations hereunder without the prior written consent of each Shareholder. Each Shareholder may not assign their respective rights hereunder without the prior written consent of the Company; PROVIDED, HOWEVER, that in the event of a transfer of Registrable Securities in which the transferor receives no tangible consideration (such as, but not limited to, a transfer to the estate or heirs in the case of a deceased Shareholder), the transferee shall have all rights theretofore held by the transferor under this Agreement.

(i) Execution and Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and, all of which taken together shall constitute one and the same Agreement. In the event that any signature is delivered by facsimile

transmission, such signature shall create a valid binding obligation of the party executing (or on whose behalf such signature is executed) the same with the same force and effect as if such facsimile signature were the original thereof.

(j) Governing Law. All questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by and construed and enforced in accordance with the internal laws of the Commonwealth of Pennsylvania, without regard to the principles of conflicts of law thereof. Each party agrees that all Proceedings concerning the interpretations, enforcement and defense of the transactions contemplated by this Agreement shall be commenced exclusively in the Court of Common Pleas of Bucks County, Pennsylvania. Each party hereto hereby irrevocably submits to the exclusive jurisdiction of the Court of Common Pleas of Bucks County, Pennsylvania for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein, and hereby irrevocably waives, and agrees not to assert in any Proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that such Proceeding is improper. Each party hereto hereby irrevocably waives personal service of process and consents to process being served in any such Proceeding by mailing a copy thereof via registered or certified mail or overnight delivery (with evidence of delivery) to such party at the address in effect for notices to it under this Agreement and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any manner permitted by law. Each party hereto hereby irrevocably waives, to the fullest extent permitted by applicable law, any and all right to trial by jury in any legal proceeding arising out of or relating to this Agreement or the transactions contemplated hereby. If either party shall commence a Proceeding to enforce any provisions of this Agreement, then the prevailing party in such Proceeding shall be reimbursed by the other party for its reasonable attorneys fees and other

costs and expenses incurred with the investigation, preparation and prosecution of such Proceeding.

(k) Cumulative Remedies. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

(l) Severability. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions set forth herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and the parties hereto shall use their reasonable efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such term, provision, covenant or restriction. It is hereby stipulated and declared to be the intention of the parties that they would have executed the remaining terms, provisions, covenants and restrictions without including any of such that may be hereafter declared invalid, illegal, void or unenforceable.

(m) Headings. The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

(n) Pronouns and Plurals. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, singular or plural as the context may require. All references herein to "he," "him" or "his" or "she," "her" or "hers" shall be for purposes of simplicity and are not intended to be a reference to a particular gender.

[BALANCE OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Registration Rights Agreement as of the date first written above.

The Quigley Corporation

By:

Name: Guy Quigley
Title: President

David B. Deck

Address:

Cheryl K. Deck

Address:

Sandra K. Sattazahn

Address:

Kristin L. Deck

Address:

Andrew D. Deck

Address:

EXHIBIT "C"

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (this "Agreement") is made this _____day of _____, 2004, between _____, a _____, as employer (hereinafter "Employer"), and DAVID B. DECK (hereinafter "Employee")

W I T N E S S E T H:

WHEREAS, the Employer agrees to hire and employ Employee according to the terms and conditions stated herein; and,

WHEREAS, the Employee agrees to render Employer services according to the terms and conditions stated herein;

NOW, THEREFORE, in consideration of the mutual promises herein contained and intending to be legally bound hereby, the parties hereto agree as follows:

1. EMPLOYEE'S DUTIES AND TITLE. Employer hereby employs Employee to render services to Employer in the title and capacity of President, with assigned duties and tasks as specified by Employer's Board of Directors, including, by way of example only and without limitation: responsibility for Employer's day-to-day manufacturing operations and affairs at the Pharmaloz facility in Lebanon, PA and the Simon Candy facility in Elizabethtown, PA. Employee's job description shall be as described on Exhibit "A" attached hereto and made a part hereof. In no event shall Employee's job description or responsibilities be materially changed without his consent, nor shall Employee be obligated to relocate without his consent. The Employee hereby accepts such employment for the period stated in Paragraph 2, and agrees to devote his full time and attention and his best talents and expertise to the duties of employment hereby accepted by him.

2. TERM OF EMPLOYMENT. The term of Employee's employment under this Agreement shall commence on the date hereof ("Commencement Date") and continue until the close of business on December 31, 2006 (the "Termination Date"), unless sooner terminated pursuant to paragraph 5 of this Agreement; PROVIDED, however that the term will automatically renew on the Termination Date, and on each subsequent anniversary of the Termination Date (each, an "ANNIVERSARY DATE") for an additional one-year period unless either party shall give written notice of non-renewal to the other not less than sixty (60) days prior to the Termination Date or the then-applicable Anniversary Date, in which event this Agreement shall terminate on the Termination Date or at the end of the one-year period then in effect.

3. COMPENSATION. As compensation to the Employee pursuant to services rendered under this contract, the Employer shall pay to Employee and Employee shall accept the following salary, other compensation, and benefits:

(a) Employer shall pay the Employee a base salary at an annual rate, of One Hundred Twenty Five Thousand Dollars ($125,000.00) per year, or such greater amount as the Board of Directors may from time to time determine.

(b) The Employee shall be entitled to such bonuses and incentive compensation as may be awarded in the discretion of the Board of Directors.

(c) The Employee shall receive, at the Employer's expense, family healthcare coverage through such health insurance plan as is established by Employer, and shall be entitled to participate in any employee benefit plans established by Employer, including, without limitation, pension and profit sharing plans, and savings plans, which are generally applicable to the Employer's employees; provided, however, that (1) the Employee's receipt of such benefits is pursuant to and determined by the provisions of such plans, and (2) the Employer reserves the right to modify or eliminate and or all such plans, so long as Employer maintains and/or makes available employee benefits comparable to those available to Employee through JOEL, Inc. as of July 1, 2004.

(d) Employee shall be entitled to participate in the stock option plan sponsored by The Quigley Corporation ("TQC") for officers and executives of TQC and Employer, and TQC's Board (through its Compensation Committee) shall make periodic determinations whether to award options to Employee in accordance with determinations made by such Committee regarding similarly situated officers.

4. VACATION BENEFITS; EXPENSE REIMBURSEMENT.

(a) The Employee shall be entitled to six (6) weeks paid vacation in each calendar year (pro rated for 2004) during the term of his employment hereunder.

(b) The Employer shall reimburse the Employee for necessary and appropriate travel and business expenses incurred by Employee on behalf of the Employer

5. TERMINATION. Employee's employment under this Agreement shall terminate upon occurrence of any of the events described in the following subparagraphs (a) through (c):

(a) In the event of Employee's violation of any of the covenants of this Agreement, his employment shall automatically and immediately terminate; PROVIDED, however, that Employer provides Employee with ten (10) days' written notice of any such violation, and Employee has failed to cure the violation within such 10-day period. No further payments or benefits whatsoever shall be due to the Employee or any beneficiary under this Agreement as of the date of said violation.

(b) The Employer may terminate the employment of the Employee for "cause" at any time, in which event neither the Employee nor his beneficiaries or estate shall be entitled to any further payments hereunder. For purposes of this Agreement, "cause" shall mean:

(i) The misappropriation of funds or property of the Employer;

(ii) Any attempt to obtain personal profit from the Employer by actions that are adverse to the interests of the Employer;

(iii) Unreasonable neglect or refusal to perform duties assigned to him; or

(iv) Conviction of a felony.

(c) If the Employee dies during the term of his employment under this Agreement, his employment shall automatically terminate, and Employee and his estate and beneficiaries shall only be entitled to such benefits, if any, as are provided under the Employer's benefit plans in the event of an employee's death, as well as any compensation due but not paid through the date of death.

6. COVENANT NOT TO COMPETE. Except as provided in paragraph (b) below:

(a) Employee agrees, that during the term of his employment under this Agreement and for a period of two (2) years thereafter, that:

(i) He shall not associate with, enter into the employ of, or render any services to any business that competes with Employer or a business that conducts similar business (as defined below) to the business of Employer, within a twenty-five (25) mile radius of the Employer's facilities in Lebanon and Elizabethtown, Pennsylvania.

(ii) He shall not solicit, divert, or induce customers or clients of Employer to obtain similar products or services from others, including any competitor of the Employer.

(iii) He shall not acquire any financial interest, other than for full consideration, in any competitor in a similar business to the business of Employer (including any interest in any publicly-traded entity) that competes with Employer anywhere in the United States.

"Similar business" as used in the foregoing subparagraphs shall include, but not be limited to, the business of manufacture, distribution and sale of (a) cold-relief products, (b) allergy-relief products, and (c) health and nutritional supplements.

(b) The provisions of paragraphs (a)(i) - (iii) shall not apply if Employee's employment terminates because of a sale, merger, consolidation, or similar transaction involving the Employer.

7. CONFIDENTIALITY/SECRECY COVENANTS.

(a) During the period of his employment hereunder, and for a period of five (5) years thereafter, Employee agrees that he shall not:

(i) Use, divulge, or communicate to anyone, either orally, in writing, or by electronic means, the names and/or addresses of Employer's customers or clients, or the details of any transactions or financial matters of Employer, whether or not such information was available to Employee during his employment.

(ii) Use, divulge or communicate to anyone, either orally, in writing, or by electronic means, any Employer trade secrets, patents, formulas, processes, manufacturing methods, or data supplied or available to him in connection with his employment.

(b) Employee agrees that all trade secrets, formulas, patents, processes, manufacturing methods, data, documents, equipment, property, customer and supplier information, financial information, sales and marketing data, and other information provided to the Employee by the Employer, or obtained by the Employee, in the course of, or in connection with, his employment, are and shall remain the property of the Employer and shall be returned to the Employer by the Employee immediately upon termination of Employee's employment, and no copies or reproductions thereof in any form shall be retained by Employee.

8. INJUNCTIVE RELIEF. In the event of a breach by Employee of any of the covenants contained in paragraphs 6 and 7 of this Agreement, Employee agrees that money damages shall not be an adequate remedy for such breach, and Employer shall, in addition to all other remedies for such breach provided for under this Agreement or applicable law, have the right to request immediate and permanent injunctive relief to enjoin and restrain such breach and any consequences thereof.

9. EMPLOYER'S PROPRIETARY RIGHTS. Employee agrees that all inventions and products developed by the Employee during the term of his employment under this Agreement shall be owned by and be the exclusive property of the Employer.

10. MISCELLANEOUS.

(a) This Agreement supersedes any and all prior agreements or understandings, oral or written, with respect to the employment of the Employee with the Employer. This Agreement may not be altered or terminated orally, and shall be modified only by a subsequent written Agreement executed by both the Employee and the Employer.

(b) This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

(c) This Agreement shall be binding upon and shall inure to the benefit of the Employer and its successors and assigns; PROVIDED, however, that Employer shall not assign or transfer (by operation of law or

otherwise) this Agreement without the express prior written consent of Employee. This Agreement shall be binding upon and shall inure to the benefit of the Employee, his heirs, executors and personal representatives, and shall not be assigned by the Employee and any attempted assignment shall be in violation of this Agreement and shall be null

and void.

(d) Whenever possible, each provisions of this Agreement shall be interpreted in such a manner as to make all provisions effective and valid; but, if any provision in this Agreement is held to be invalid, illegal or unenforceable, such provision will be ineffective without invalidating the remainder of this Agreement.

(e) All notices, demands or other communications, shall be delivered to the Employer or Employee at the following addresses which may be changed from time to time by either party within thirty (30) days' written notice:

To the Employer:

Guy J. Quigley, President/CEO
The Quigley Corporation 621
Shady Retreat Road P.O. Box 1349
Doylestown, PA 18901

To the Employee:

David B. Deck
31 North Spruce Street
P.O. Box 488
Elizabethtown, PA 17022

(f) All rights and remedies granted to the Employer hereunder shall not be exclusive, but shall be in addition to all rights and remedies available to the Employer at law or in equity.

(g) Unless otherwise specifically defined within this Agreement, words and phrases shall be construed and interpreted according to their common usage and meaning. Headings and titles are for reference purposes only and are not to be construed as part of this Agreement.

IN WITNESS WHEREOF, the Employer, by its authorized representative, and Employee have caused this Agreement to be executed and made, all as of the day and year first written above.

By:

, its

David B. Deck ("Employee")

THE QUIGLEY CORPORATION hereby unconditionally and irrevocably guarantees to Employee the full and punctual payment and performance of all obligations when due of Employer under this Employment Agreement.

THE QUIGLEY CORPORATION

By:

Guy J. Quigley, President

Exhibit "A"

SUMMARY JOB DESCRIPTION FOR PRESIDENT

Essential duties and responsibilities of the President's job is to:

1. Establish current and long term objectives, plans and policies subject to approval by the Board of Directors;
2. Supervise those employees who report directly to the President and, at minimum, performs annual performance evaluations of those employees;
3. Final decision-maker regarding hiring and firing of employees;
4. Dispense advice, guidance, direction, and authorization to carry out major plans and procedures consistent with established policies and Board approval;
5. Oversee organization's financial structure;
6. Review operating results of the organization, comparing them to established objectives, and takes steps to help correct unsatisfactory results;
7. Establishes and maintains an effective system of communications throughout the organization;
8. Represent the organization with major customers, the financial community, major suppliers, and the public;
9. Plus such other duties as directed by the Board of Directors.

EXHIBIT "D"

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (this "Agreement") is made this _____day of _____, 2004, between _____, a _____, as employer (hereinafter "Employer"), and DAVID HESS (hereinafter "Employee")

W I T N E S S E T H:

WHEREAS, the Employer agrees to hire and employ Employee according to the terms and conditions stated herein; and,

WHEREAS, the Employee agrees to render Employer services according to the terms and conditions stated herein;

NOW, THEREFORE, in consideration of the mutual promises herein contained and intending to be legally bound hereby, the parties hereto agree as follows:

1. EMPLOYEE'S DUTIES AND TITLE. Employer hereby employs Employee to render services to Employer in the title and capacity of Chief Operating Officer, with assigned duties and tasks as specified by Employer's Board of Directors, including, by way of example only and without limitation: responsibility for production and manufacturing, technical guidance, employee supervision and other matters related to Employer's day-to-day manufacturing operations and affairs at the Pharmaloz facility in Lebanon, PA and the Simon Candy facility in Elizabethtown, PA. Employee's job description shall be as described on Exhibit "A" attached hereto and made a part hereof. In no event shall Employee's job description or responsibilities be materially changed without his consent, nor shall Employee be obligated to relocate without his consent. The Employee hereby accepts such employment for the period stated in Paragraph 2, and agrees to devote his full time and attention and his best talents and expertise to the duties of employment hereby accepted by him.

2. TERM OF EMPLOYMENT. The term of Employee's employment under this Agreement shall commence on the date hereof ("Commencement Date") and continue until the close of business on December 31, 2006 (the "Termination Date"), unless sooner terminated pursuant to paragraph 5 of this Agreement; PROVIDED, however that the term will automatically renew on the Termination Date, and on each subsequent anniversary of the Termination Date (each, an "ANNIVERSARY DATE") for an additional one-year period unless either party shall give written notice of non-renewal to the other not less than sixty (60) days prior to the Termination Date or the then-applicable Anniversary Date, in which event this Agreement shall terminate on the Termination Date or at the end of the one-year period then in effect.

3. COMPENSATION. As compensation to the Employee pursuant to services rendered under this contract, the Employer shall pay to Employee and Employee shall accept the following salary, other compensation, and benefits:

(a) Employer shall pay the Employee a base salary at an annual rate, of One Hundred Four Thousand Dollars ($104,000.00) per year, or such greater amount as the Board of Directors may from time to time determine.

(b) Employer shall, during the term of this Agreement, pay the premium for a $500,000 term life insurance policy obtained by Employer in Employee's name. Employer's payment of the premium shall be subject to all applicable federal, state or local employment or withholding taxes.

(c) The Employee shall be entitled to such bonuses and incentive compensation as may be awarded in the discretion of the Board of Directors.

(d) The Employee shall receive, at the Employer's expense, family healthcare coverage through such health insurance plan as is established by Employer, and shall be entitled to participate in any employee benefit plans established by Employer, including, without limitation, pension and profit sharing plans, and savings plans, which are generally applicable to the Employer's employees; provided, however, that (1) the Employee's receipt of such benefits is pursuant to and determined by the provisions of such plans, and (2) the Employer reserves the right to modify or eliminate and or all such plans, so long as Employer maintains and/or makes available employee benefits comparable to those available to Employee through JOEL, Inc. as of July 1, 2004.

(e) Employee shall be entitled to participate in the stock option plan sponsored by The Quigley Corporation ("TQC") for officers and executives of TQC and Employer, and TQC's Board (through its Compensation Committee) shall make periodic determinations whether to award options to Employee in accordance with determinations made by such Committee regarding similarly situated officers.

4. VACATION BENEFITS; EXPENSE REIMBURSEMENT.

(a) The Employee shall be entitled to five (5) weeks paid vacation in each calendar year (pro rated for 2004) during the term of his employment hereunder.

(b) The Employer shall reimburse the Employee for necessary and appropriate travel and business expenses incurred by Employee on behalf of the Employer

5. TERMINATION. Employee's employment under this Agreement shall terminate upon occurrence of any of the events described in the following subparagraphs (a) through (c):

(a) In the event of Employee's violation of any of the covenants of this Agreement, his employment shall automatically and immediately terminate; PROVIDED, however, that Employer provides Employee with ten (10) days' written notice of any such violation, and Employee has failed to cure the violation within such 10-day period. No further payments or benefits whatsoever shall be due to the Employee or any beneficiary under this Agreement as of the date of said violation.

(b) The Employer may terminate the employment of the Employee for "cause" at any time, in which event neither the Employee nor his

beneficiaries or estate shall be entitled to any further payments hereunder. For purposes of this Agreement, "cause" shall mean:

(i) The misappropriation of funds or property of the Employer;

(ii) Any attempt to obtain personal profit from the Employer by actions that are adverse to the interests of the Employer;

(iii) Unreasonable neglect or refusal to perform duties assigned to him; or

(iv) Conviction of a felony.

(c) If the Employee dies during the term of his employment under this Agreement, his employment shall automatically terminate, and Employee and his estate and beneficiaries shall only be entitled to such benefits, if any, as are provided under the Employer's benefit plans in the event of an employee's death, as well as any compensation due but not paid through the date of death.

(d) In the event of Employee's termination for any reason other than set forth in paragraphs (a) through (c), Employee shall be entitled to a lump-sum severance payment equal to nine (9) months' salary. No further payments shall be due to Employee hereunder.

6. COVENANT NOT TO COMPETE. Except as provided in paragraph (b) below:

(a) Employee agrees, that during the term of his employment under this Agreement and for a period of two (2) years thereafter, that:

(i) He shall not associate with, enter into the employ of, or render any services to any business that competes with Employer or a business that conducts similar business (as defined below) to the business of Employer, within a twenty-five (25) mile radius of the Employer's facilities in Lebanon and Elizabethtown, Pennsylvania.

(ii) He shall not solicit, divert, or induce customers or clients of Employer to obtain similar products or services from others, including any competitor of the Employer.

(iii) He shall not acquire any financial interest, other than for full consideration, in any competitor in a similar business to the business of Employer (including any interest in any publicly-traded entity) that competes with Employer anywhere in the United States.

"Similar business" as used in the foregoing subparagraphs shall include, but not be limited to, the business of manufacture, distribution and sale of (a) cold-relief products, (b) allergy-relief products, and (c) health and nutritional supplements.

(b) The provisions of paragraphs (a)(i) - (iii) shall not apply if Employee's employment terminates because of a sale, merger, consolidation, or similar transaction involving the Employer.

7. CONFIDENTIALITY/SECRECY COVENANTS.

(a) During the period of his employment hereunder, and for a period of five (5) years thereafter, Employee agrees that he shall not:

(i) Use, divulge, or communicate to anyone, either orally, in writing, or by electronic means, the names and/or addresses of Employer's customers or clients, or the details of any transactions or financial matters of Employer, whether or not such information was available to Employee during his employment.

(ii) Use, divulge or communicate to anyone, either orally, in writing, or by electronic means, any Employer trade secrets, patents, formulas, processes, manufacturing methods, or data supplied or available to him in connection with his employment.

(b) Employee agrees that all trade secrets, formulas, patents, processes, manufacturing methods, data, documents, equipment, property, customer and supplier information, financial information, sales and marketing data, and other information provided to the Employee by the Employer, or obtained by the Employee, in the course of, or in connection with, his employment, are and shall remain the property of the Employer and shall be returned to the Employer by the Employee immediately upon termination of Employee's employment, and no copies or reproductions thereof in any form shall be retained by Employee.

8. INJUNCTIVE RELIEF. In the event of a breach by Employee of any of the covenants contained in paragraphs 6 and 7 of this Agreement, Employee agrees that money damages shall not be an adequate remedy for such breach, and Employer shall, in addition to all other remedies for such breach provided for under this Agreement or applicable law, have the right to request immediate and permanent injunctive relief to enjoin and restrain such breach and any consequences thereof.

9. EMPLOYER'S PROPRIETARY RIGHTS. Employee agrees that all inventions and products developed by the Employee during the term of his employment under this Agreement shall be owned by and be the exclusive property of the Employer.

10. MISCELLANEOUS.

(a) This Agreement supersedes any and all prior agreements or understandings, oral or written, with respect to the employment of the Employee with the Employer. This Agreement may not be altered or terminated orally, and shall be modified only by a subsequent written Agreement executed by both the Employee and the Employer.

(b) This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

(c) This Agreement shall be binding upon and shall inure to the benefit of the Employer and its successors and assigns; PROVIDED, however,

that Employer shall not assign or transfer (by operation of law or otherwise) this Agreement without the express prior written consent of Employee. This Agreement shall be binding upon and shall inure to the benefit of the Employee, his heirs, executors and personal representatives, and shall not be assigned by the Employee and any attempted assignment shall be in violation of this Agreement and shall be null and void.

(d) Whenever possible, each provisions of this Agreement shall be interpreted in such a manner as to make all provisions effective and valid; but, if any provision in this Agreement is held to be invalid, illegal or unenforceable, such provision will be ineffective without invalidating the remainder of this Agreement.

(e) All notices, demands or other communications, shall be delivered to the Employer or Employee at the following addresses which may be changed from time to time by either party within thirty (30) days' written notice:

To the Employer:

Guy J. Quigley, President/CEO
The Quigley Corporation
621 Shady Retreat Road
P.O. Box 1349
Doylestown, PA 18901

To the Employee:

David Hess
31 North Spruce Street
P.O. Box 488
Elizabethtown, PA 17022

(f) All rights and remedies granted to the Employer hereunder shall not be exclusive, but shall be in addition to all rights and remedies available to the Employer at law or in equity.

(g) Unless otherwise specifically defined within this Agreement, words and phrases shall be construed and interpreted according to their common usage and meaning. Headings and titles are for reference purposes only and are not to be construed as part of this Agreement.

IN WITNESS WHEREOF, the Employer, by its authorized representative, and Employee have caused this Agreement to be executed and made, all as of the day and year first written above.

By:

, its

David Hess("Employee")

THE QUIGLEY CORPORATION hereby unconditionally and irrevocably guarantees to Employee the full and punctual payment and performance of all obligations when due of Employer under this Employment Agreement.

THE QUIGLEY CORPORATION

By:

Guy J. Quigley, President

Exhibit "A"

SUMMARY JOB DESCRIPTION FOR CHIEF OPERATING OFFICER

Essential duties and responsibilities of the Chief Operating Officer is to:

1. Oversee all of the production functions of both operating plants to assure compliance with established operating procedures, including quality assurance functions, maintenance procedures, material acquistion, storage and handling;
2. Establish production goals and objectives in line with capabilities of plant personnel and equipment parameters, and reviews those results taking steps to help correct unsatisfactory results;
3. Supervise those employees who report directly to the position and, at minimum, perform an annual performance evaluation of those employees;
4. Dispense advice, guidance, direction, and authorization to carry out plans and procedures consistent with established policies;
5. Review all capital projects ascertaining the functionality of the project and selecting the vendor in consideration of quality, functionality, cost, service, and reputation;
6. Serves as a technical point person relating to new products, ingredients, or processes;
7. Represents the organization to key contract customers, major suppliers, and trade organizations;
8. Plus such other duties as directed by the President.

Exhibit 99.1

[QUIGLEY LOGO]

CONTACT:
David K. Waldman/John W. Heilshorn
Lippert Heilshorn & Associates
(212) 838-3777
DWALDMAN@LHAI.COM

Carl Fonash
The Quigley Corporation
(267) 880-1111

QUIGLEY TO PURCHASE MANUFACTURING ASSETS OF JOEL

DOYLESTOWN, PA. - AUGUST 20, 2004 - THE QUIGLEY CORPORATION (NASDAQ: QGLY) has signed an asset purchase and sale agreement with JOEL, Inc. for $5.1 million, which includes $4.1 million in cash and $1.0 million of the Company's stock. Upon completion of all agreement requirements, the transfer of assets, which includes land, buildings, machinery and equipment of two manufacturing facilities, located in Lebanon and Elizabethtown, Pennsylvania will occur on October 1, 2004. The Company will either fund the entire acquisition through its current working capital, or may finance a portion of the transaction with a commercial bank.

JOEL, Inc. is a FDA approved contract manufacturer of lozenges and other candy food products. JOEL, Inc. has been the exclusive manufacturer of the Company's ColdEEZE(R) Lozenge since its launch in 1995. The Company is exploring whether it will continue manufacturing several other products currently being manufactured by JOEL, Inc., particularly Joel's line of organic hard candies and lozenges, under the College Farm(TM) brand. The JOEL facility and its current organic hard candy line is currently the only manufacturing plant approved for manufacture of organic hard candies and lozenges within the United States.

Guy J. Quigley, Chairman, President and Chief Executive Officer stated, "We do not anticipate this transaction will have a material impact to our bottom-line results at current revenue levels. However, the plant is currently utilizing a fraction of its capacity, and as volume increases, the purchase may produce savings. The real benefit to the Company is the manufacturing expertise this acquisition provides. Producing Cold-EEZE(R) is a highly complex process, which requires very specialized and technical know-how developed by the Company. Ownership of these assets will further protect our interests while tightening our control over the process, thus insuring the manufacturing formula is held secret."

The Quigley Corporation (Nasdaq: QGLY, http://www.Quigleyco.com) is a leading developer and marketer of diversified health products including the COLD-EEZE(R) family of patented zinc gluconate glycine (ZIGG(TM)) lozenges and sugar free tablets. COLD-EEZE is the only (ZIGG) lozenge proven in two double-blind studies to reduce the duration of the common cold from 7.6 to 4.4 days or by 42%. In addition to Over-The-Counter (OTC) products, the Company has formed Quigley Pharma Inc. (http://www.QuigleyPharma.com), a wholly owned ethical pharmaceutical subsidiary, to introduce a line of naturally-derived patented prescription drugs. The Quigley Corporation's customers include leading national wholesalers and distributors, as well as independent and chain food, drug and mass merchandise stores and pharmacies. The Quigley Corporation makes no representation that the U.S. Food and Drug Administration or any other regulatory agency will grant an IND or take any other action to allow the aforementioned products to be studied or marketed. Furthermore, no claim is made that the potential medicine discussed here is safe, effective, or approved by the Food and Drug Administration.

Certain statements in this press release are "forward-looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995 and involve known and unknown risk, uncertainties and other factors that may cause the company's actual performance or achievements to be materially different from the results, performance or achievements expressed or implied by the forward-looking statement. Factors that impact such forward-looking statements include, among others, changes in worldwide general economic conditions, changes in interest rates, government regulations, and worldwide competition.

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