

RECORDED
10-25-1999



U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

FORM PTO-1594 (Modified)
(Rev. 6-93)
OMB No. 0651-0011 (exp. 4/94)

101181637

To the Honorable Commissioner of Patent

original documents or copy thereof.

1. Name of conveying party(ies):

Joseph F. Finn Jr.
ASSIGNEE FOR THE BENEFIT OF CREDITORS OF
ALPHA-BETA TECHNOLOGY, INC.
167 Worchester St., Suite 209
Wellsley Hills, MA 02481

2. Name and address of receiving party(ies)

Name: THE COLLABORATIVE GROUP
Internal Address: 50 East Loop Road
StonyBrook New York

- Association
- General Partnership
- Limited Partnership
- Corporation - State: Delaware
- Other

If assignee is not domiciled in the United States, a domestic designation is Yes No
(Designations must be a separate document form)

Additional name(s) & addresses(es) attached? Yes No

- Individual(s) Association
- General Partnership Change of Name
- Corporation - State: Delaware
- Other *me 10-20-99*

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

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other Bill of Sale; Assignment and Assumption Agreement

Execution Date: July 30, July 23, and July 30, 1999, respectively

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2069135 U.S.

Additional numbers attached? Yes No

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

Name: Ivor R. Elrifi
Address: MINTZ, LEVIN, COHN, FERRIS
GLOVSKY and POPEO, P.C.
One Financial Center
Boston, MA 02111

6. Total number of applications and patents involved: [1]

7. Total fee (37 CFR 2.6(B)(6)).....\$40.00

Enclosed

The Commissioner is hereby authorized to charge Deposit Account No: 50-0311, Ref. No. 19181-001

DO NOT USE THIS SPACE

9. Statement and signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

John T. Prince, Reg. No. 43,019

John T. Prince
Signature

October 20, 1999
Date

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: [26]

TRADEMARK ASSIGNMENT

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Joseph F. Finn, Jr., the undersigned, Assignee for the Benefit of Creditors of Alpha-Beta Technology, Inc., having an usual place of business in Wellesley Hills, Massachusetts ("Finn") and Allan M. Shine, Esq., the undersigned, Receiver of Alpha-Beta Technology and having an usual place of business in Providence, Rhode Island (the "Receiver," collectively with Finn, the "ASSIGNOR"), acting pursuant to the Order Granting Receiver's Petition to Sell Assets Free and Clear of Liens entered by the Providence County Superior Court for the State of Rhode Island on May 21, 1999 (hereinafter the "Order"), has sold, assigned, transferred and set over, and by these presents hereby sells, assigns, transfers and sets over, unto The Collaborative Group, Ltd. (hereinafter "ASSIGNEE"), its entire right, title and interest in, to and under the trademarks listed on Exhibit 2D attached hereto and incorporated herein.

ASSIGNOR hereby assigns to ASSIGNEE all right, title and interest in and to said trademarks, together with the goodwill of the business symbolized by said trademarks and any and all registrations thereof worldwide, as well as the right to sue for past infringement of the trademarks worldwide.

This Trademark Assignment has been executed and delivered by the Receiver, Finn and the ASSIGNEE pursuant to the Order, the Purchase and Sale Agreement For Property of Alpha-Beta Technology, Inc. attached to and incorporated in the Order and the Bill of Sale, and each of the Receiver, Finn and the ASSIGNEE hereby acknowledges and agrees that neither the representations and warranties nor the rights and remedies of any of them under the Order, the P&S or the Bill of Sale shall be deemed to be enlarged or modified in any way by the execution of this Trademark Assignment.

IN TESTIMONY WHEREOF, ASSIGNOR hereunto sets his hand and seal this 23 day of July, 1999.

Assignee for the Benefit of Creditors of
Alpha-Beta Technology, Inc.

By: Joseph F. Finn, Jr.
Joseph F. Finn, Jr., as and only as
Assignee for the Benefit of Creditors of
Alpha-Beta Technology, Inc., and not
individually

Receiver for Alpha-Beta Technology, Inc.

By: [Signature]
Allan M. Shine, Esq. as and only as
Receiver for Alpha-Beta Technology,
Inc., and not individually

CITY OF BOSTON ,)
) ss.:
COMMONWEALTH OF)
MASSACHUSETTS)

On this 23 day of July, 1999, before me, a Notary Public in and for the Commonwealth of Massachusetts, personally appeared Joseph F. Finn, Jr., to me known and known to me to be the person of that name, who signed and sealed the foregoing instrument, and he acknowledged the same to be his free act and deed.

[Signature]
Notary Public. 12/3/04
My Commission expires on

CITY OF ~~BOSTON~~ ^{Providence})
) ss.:
COMMONWEALTH OF ^{State of Rhode Island})
MASSACHUSETTS)

On this 27th day of July, 1999, before me, a Notary Public in and for the ~~Commonwealth of Massachusetts~~ ^{State of RI}, personally appeared Allan M. Shine, to me known and known to me to be the person of that name, who signed and sealed the foregoing instrument, and he acknowledged the same to be his free act and deed.

[Signature] Notary Public
Notary Public.
My Commission expires on 6/13/01

JOYCE M. GAUTHIER
NOTARY PUBLIC, STATE OF RHODE ISLAND
AND PROVIDENCE PLANTATIONS
My Commission Expires: 6/13/01

TRADOCs: 1217649.3 (q3jl03!.doc)

Schedule 2D
Trademarks

<u>MYCOSELECT</u>					
USA	75/082064	04/01/93	2069135	6/10/97	Registered

Bill of Sale

Joseph F. Finn, Jr., Assignee for the Benefit of Creditors of Alpha-Beta Technology, Inc. and having an usual place of business in Wellesley Hills, Massachusetts (the "Assignee"), and Allan M. Shine, Esq., Receiver of Alpha-Beta Technology and having an usual place of business in Providence, Rhode Island (the "Receiver"), each acting pursuant to the Order Granting Receiver's Petition to Sell Assets Free and Clear of Liens entered by the Providence County Superior Court for the State of Rhode Island on May 21, 1999 (hereinafter the "Order"), do hereby sell, assign and convey unto The Collaborative Group, Ltd., a Delaware corporation having a usual place of business at Fifty East Loop Road, Stony Brook, New York, 11790 (hereinafter the "Purchaser"), all of the intellectual property of Alpha-Beta Technology, Inc. and its wholly owned subsidiary, MycoTox, Inc. (hereinafter collectively "Alpha-Beta") (such intellectual property hereinafter referred to as the "MA Property"), to have and to hold unto said Purchaser, its successors and assigns, for its and their own use and behalf forever.

1. This Bill of Sale is entered into pursuant to the terms and conditions of the Order and the Purchase and Sale Agreement For Property of Alpha-Beta Technology, Inc. attached to and incorporated in the Order (hereinafter the "P&S").

2. The MA Property includes the following:

A. The Patents. To the extent of the title of Alpha-Beta, all right, title and interest in and to (including without limitation the right to sue for and obtain remedies against past infringement and rights of priority and protection of interests therein) the patents and patent applications listed on Schedule 2A, and any patent application constituting an equivalent, counterpart, reissue, extension or continuation of any such applications (including, without limitation continuations-in-part, divisionals and renewals), all letters patent granted thereon, and all reissues and reexaminations thereof, the prosecution files for such patent applications (including, without limitation, all drafts, notes, drawings or figures, official correspondence with patent offices, other correspondence and copies of cited references), and all intellectual property rights in such applications, including without limitation the right to claim the priority benefit thereof and to prosecute and to enforce any patents arising therefrom (collectively, the "Patents"). The Patents shall be transferred to the Purchaser pursuant to an Assignment of Patents substantially in the form of Exhibit 1.

B. The Contract Rights. To the extent of the right, title and interest of Alpha-Beta, all the right, title and interest in and to (i) that certain License Agreement (Exclusive), dated as of March 22, 1988, between Alpha-Beta and the Massachusetts Institute of Technology, as amended by that certain First Amendment (Agency Agreement Amendment), dated March 22, 1988, and as further extended pursuant to that certain letter agreement, dated June 27, 1991, as further amended by that certain letter agreement dated July 22, 1998 (collectively, the "MIT License Agreement"); (ii) that certain exclusive license agreement, dated May 1, 1997, between Alpha-Beta and Medical Foods, Inc. (the "Medical Foods License Agreement"); (iii) the patent and patent applications licensed pursuant to the MIT License Agreement and the Medical Foods License Agreement; and (iv) all contracts and agreements relating to the MA Property or know-

how, including, but not limited to confidentiality agreements, material transfer agreements and employment agreements (collectively the "Contract Rights"). True and accurate copies of the MIT License Agreement and the Medical Foods License Agreement are attached hereto at Schedule 2B(1). The patents and patent applications licensed pursuant to the MIT License Agreement and the Medical Foods License Agreement are identified on Schedule 2B(2) hereof. The Contract Rights will be transferred to the Purchaser pursuant to an Assignment and Assumption Agreement in the form attached hereto as Exhibit 2.

C. Know-How. To the extent of the right, title and interest of Alpha-Beta, all laboratory notebooks and other primary data, research results, records and documentation, research plans, standard operating procedures, proposals, conclusions, know-how, specifications and information and technical data, to the extent any of the foregoing are recorded in any tangible form (including, without limitation, gels, photographs, print-outs, electronic files and paper documents), and all intellectual and tangible property rights in the foregoing, including the right to file additional patent applications based thereon (collectively, the "Know-How").

D. Trademark Rights. To the extent of the right, title and interest of Alpha-Beta, all right, title and interest in and to (including without limitation the right to sue for and obtain remedies against past infringement and rights of priority and protection of interests therein) the tradenames, trademarks and service marks, and the trademark and service mark registrations, and the applications for trademark and service mark registrations identified on Schedule 2D, attached hereto, the goodwill of Alpha-Beta symbolized by the trade names, trademarks and service marks, the trademark and service mark registrations, and the applications for trademark and service mark registrations, including without limitation the name and all goodwill associated with the name "Alpha Beta TechnologiesTM", and the name and all goodwill associated with the product name "BetafectinTM" (collectively the "Trademarks"). The Trademarks shall be transferred to the Purchaser pursuant to an Assignment of Trademarks substantially in the form of Exhibit 3.

E. Copyright Rights. To the extent of the right, title and interest of Alpha Beta Technology, Inc., all rights, title and interest in and to (including without limitation the right to sue for and obtain remedies against past infringement and rights of priority and protection of interests therein) the copyright protection provided under State and Federal statutes, and in particular all literature, promotional material, manuscripts, grant applications and scientific papers published in any medium, both print copy and electronic copy, by Alpha Beta (collectively, the "Copyrights"). If following execution of this Bill of Sale, the Purchaser determines that any of the Copyrights have been registered with the United States Copyright Office, the Assignee and the Receiver agree to execute Assignments of such Copyrights in form suitable for recording and acceptable to the Assignee and the Receiver in their reasonable business judgment.

F. All rights to the internet website address <http://www.abti.com>.

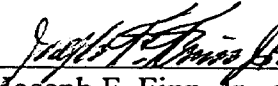
3. As between the Assignee and the Receiver, in connection with the sale, transfer, assignment and conveyance of the MA Property to the Purchaser, and in accordance with Paragraph 3 of the Order, the Receiver shall pay the Assignee the sum of One Hundred and Eighty Thousand and 00/100 Dollars (\$180,000) (hereinafter the "MA Property Payment").

4. The MA Property is conveyed to the Purchaser without any representations or warranties of any kind whatsoever, including but not limited to any representations or warranties concerning title, quality, quantity, durability, condition, merchantability, fitness for any purpose or any other aspects of the same, and the same are sold "as is" and "where is", and the Receiver and the Assignee assume no responsibility for the condition thereof.

5. If the RI Property (as defined in the first paragraph of the P&S) is not sold, conveyed or assigned to the Purchaser on or before July 31, 1999, as provided in the Order and the P&S, the Purchaser agrees immediately to convey all of the RI Property to the Rhode Island Economic Development Corporation ("REIDC"), and the Purchaser agrees to take all necessary steps, including the execution of any and all documents of assignment, conveyance or transfer, to convey the MA Property to REIDC or its designee.

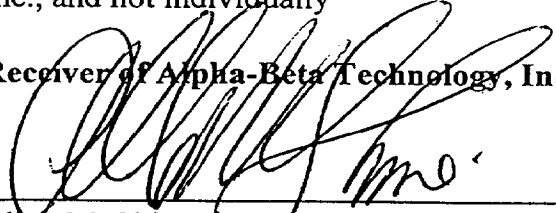
Executed as an instrument under seal this 30th day of July, 1999.

Assignee for the Benefit of Creditors of Alpha-Beta Technology, Inc.



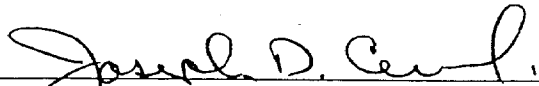
Joseph F. Finn, Jr., as and only as Assignee for the Benefit of Creditors of Alpha-Beta Technology, Inc., and not individually

Receiver of Alpha-Beta Technology, Inc.



Allan M. Shine, Esq. as and only as Receiver of Alpha-Beta Technology, Inc. and not individually

The Collaborative Group, Ltd.

By: 

Name: Joseph D. Ceccoli
Title: Vice President

Schedule 2A

Patents

Whole Glucan Particles - Methods of Use

Case Number	Patent or S.N.	Issue Date	Expiry Date	Summary of Claims
ABY88-03	5,032,401	07/16/91		Glucan Drug Delivery System and Adjuvant
ABY88-03A	5,607,677	03/04/97		Glucan Drug Delivery System and Adjuvant
ABY88-03A2	5,741,495	04/21/98		Glucan Drug Delivery System and Adjuvant
ABY88-03A	0476063	05/25/94	06/14/10	Glucan Drug Delivery System And Adjuvant BELGIUM
ABY88-03A	0476063	05/25/94	06/14/10	Glucan Drug Delivery System And Adjuvant EPC
ABY88-03A	0476063	05/25/94	06/14/10	Glucan Drug Delivery System And Adjuvant FRANCE
ABY88-03A	0476063	05/25/94	06/14/10	Glucan Drug Delivery System And Adjuvant GREAT BRITAIN
ABY88-03A	P69009185008	05/25/94	06/14/10	Glucan Drug Delivery System And Adjuvant GERMANY
ABY88-03A	0476063	05/25/94	06/14/10	Glucan Drug Delivery System And Adjuvant ITALY
ABY88-03A	PCT/US90/ 03440			Glucan Drug Delivery System and Adjuvant PCT
ABY88-03A	0476063	05/25/94	06/14/10	Glucan Drug Delivery System and Adjuvant SPAIN
ABY88-03A	0476063	05/25/94	06/14/10	Glucan Drug Delivery System and Adjuvant SWITZERLAND
ABY89-01F3	5,504,079	04/02/96		Method for Immune System Activation by Administration Of A Beta (1-3) Glucan Which is Produced By Saccharomyces Cerevisial Strain R4
ABY89-01	647751	08/16/94	09/05/10	Method For Immune System Activation AU
ABY89-01	0491829	06/04/97	09/05/10	Method For Immune System Activation BELGIUM
ABY89-01	2067159	Pending		Method For Immune System Activation CANADA
ABY89-01	0491829	06/04/97	09/05/10	Method For Immune System Activation EPC
ABY89-01	0491829	06/04/97	09/05/10	Method For Immune System Activation FRANCE
ABY89-01	0491829	06/04/97	09/05/10	Method For Immune System Activation GREAT BRITAIN
ABY89-01	69030880908	06/04/97	09/05/10	Method For Immune System Activation GERMANY
ABY89-01	0491829	06/04/97	09/05/10	Method For Immune System Activation ITALY
ABY89-01	PCT/US90/ 05022			Method For Immune System Activation PCT
ABY89-01	0491829	06/04/97	09/05/10	Method For Immune System Activation SPAIN
ABY89-01	0491829	06/04/97	09/05/10	Method For Immune System Activation SWITZERLAND

Whole Glucan Particles - Methods of Use Continued

Case Number	Patent or S.N.	Issue Date	Expiry Date	Summary of Claims
ABY88-02	4,962,094	10/09/90		Glucan Dietary Additives
ABY88-02A	07/675,913	Pending		Glucan Dietary Additives [Appeal]
ABY88-02A2		Not yet filed		Glucan Dietary Additives
ABY88-02A	643670	04/12/94	10/20/09	Glucan Dietary Additives AUS
ABY88-02A	0440725	06/01/94	10/20/09	Glucan Dietary Additives BELGIUM
ABY88-02A	20017546	Pending		Glucan Dietary Additives CANADA
ABY88-02A	0440725	06/01/94	10/20/09	Glucan Dietary Additives EPC
ABY88-02A	0440725	06/01/94	10/20/09	Glucan Dietary Additives FRANCE
ABY88-02A	0440725	06/01/94	10/20/09	Glucan Dietary Additives GREAT BRITAIN
ABY88-02A	P68915773808	06/01/94	10/20/09	Glucan Dietary Additives GERMANY
ABY88-02A	64707	08/23/95	10/23/09	Glucan Dietary Additives IRELAND
ABY88-02A	92098	07/13/94	07/13/14	Glucan Dietary Additives ISRAEL
ABY88-02A	0440725	06/01/94	10/20/09	Glucan Dietary Additives ITALY
ABY88-02A	168000	04/27/93	10/27/09	Glucan Dietary Additives MEXICO
ABY88-02A	PCT/US89/ 04734			Glucan Dietary Additives PCT
ABY88-02A	898174	07/29/91	10/27/09	Glucan Dietary Additives SAFR
ABY88-02A	0440725	06/01/94	10/20/09	Glucan Dietary Additives SWITZERLAND

Soluble β -Glucans - Compositions

Case Number	Patent or S.N.	Issue Date	Expiry Date	Summary of Claims
ABY92-01	5,622,939	04/22/97		Glucan Preparation
ABY92-01A	5,783,569	07/21/98		Uses for Underivatized, Aqueous Soluble Beta(1,3) Glucan and Compositions Comprising Same
ABY92-01	04280442	Pending		Novel Glucan Preparation JAPAN
ABY92-01A	679690	10/30/97	08/20/13	Novel Glucan Preparation AU
ABY92-01A	2142811	Pending		Novel Glucan Preparation CANADA
ABY92-01A	93920258.6	Pending		Novel Glucan Preparation EPC
ABY92-01A	950770	Pending		Novel Glucan Preparation FINLAND
ABY92-01A	P9500504	Pending		Novel Glucan Preparation HUNGARY
ABY92-01A	06506576	Pending		Novel Glucan Preparation JAPAN
ABY92-01A	70066795	Pending		Novel Glucan Preparation SOUTH KOREA (KORS?)
ABY92-01A	935094	Pending		Novel Glucan Preparation MEXICO
ABY92-01A	255857	02/18/97	08/20/13	Novel Glucan Preparation NEW ZEALAND
ABY92-01A	950634	Pending		Novel Glucan Preparation NORWAY
ABY92-01A	PCT/US93/07904			Novel Glucan Preparation PCT
ABY92-01A	P307567	Pending		Novel Glucan Preparation POLAND
ABY92-01A	9500333	Pending		Novel Glucan Preparation ROMANIA
ABY92-01ADIVI	4095397	Pending		Novel Glucan Preparation AU
ABY97-02	08/902,586	Pending		Conformation Of PGG-Glucan

Soluble β -Glucans - Method of Manufacture

Case Number	Patent or S.N.	Issue Date	Expiry Date	Summary of Claims
ABY89-03'	5,322,841	06/21/94		Method For Producing Neutral Glucans For Pharmaceutical Applications
ABY89-03AF	5,811,542	09/22/98		Method For Producing Soluble Glucans
ABY89-03AFA	5,663,324	09/02/97		Method For Producing Underivatized, Aqueous Soluble Beta(1-3) Glucan
ABY89-03AFB	5,633,369	05/27/97		Method For Producing Soluble Glucans
ABY89-03AFC	09/153,417	Pending		Method For Producing Soluble Glucans
ABY89-03AFC2	09/326,810	Pending		Method For Producing Soluble Glucans
ABY92-01A2	5,817,643	10/06/98		Underivatized, Aqueous Soluble Beta (1,3) Glucan Composition And Method Of Making Same
ABY92-01A3	09/166,454	Pending		Underivatized, Aqueous Soluble Beta (1,3) Glucan Composition And Method Of Making Same
ABY92-01A4	09/326,513	Pending		Underivatized, Aqueous Soluble Beta (1,3) Glucan Composition And Method Of Making Same
ABY93-03		Not yet filed		Process For Preparing Betafectin™
ABY94-04		Not yet filed		Process For The Preparation Of Soluble Glucans By The Esterification (Phosphorylation and Sulfation) Of Whole Glucan Particle Particles (WGP) Of Yeast Cell Wall, Betafectin And Single Helix PGG
ABY89-03A	650626	11/09/94	09/06/10	Method For Producing Soluble Glucans AUS
ABY89-03A	2066172	Pending		Method For Producing Soluble Glucans CANADA
ABY89-03A	90914588.0	Pending		Method For Producing Soluble Glucans EPC
ABY89-03A	02513727	Pending		Method For Producing Soluble Glucans JAPAN
ABY89-03A	PCT/US90/05041			Method For Producing Soluble Glucans PCT

Soluble β -Glucans - Methods of Use

Case Number	Patent or S.N.	Issue Date	Expiry Date	Summary of Claims
ABY89-03'ZF	5,849,720	12/15/98		Enhancement of Non-Specific Immune Defenses by Administration Of Underivatized, Aqueous Soluble Glucans
ABY92-01M	5,488,040	01/30/96		Use of Neutral Soluble Glucan Preparations To Stimulate Platelet Production
ABY92-01MA	5,532,223	07/02/96		Use of Aqueous Soluble Glucan Preparations To Stimulate Platelet Production
ABY93-04A	5,912,153	06/15/99		(1,3) B-Glucan Synthase Genes And Inducible Inhibition Of Fungal Growth Using The Antisense Constructs Derived Therefrom
ABY94-02		Not yet filed		Non-Immune Binding Of Human Immunoglobulin To Beta(1-3) Glucans

Case Number	Patent or S.N.	Issue Date	Expiry Date	Summary of Claims
ABY94-03	5,622,940	04/22/97		Inhibition Of Infection-Stimulated Oral Tissue Destruction By Beta(1,3) - Glucan
ABY95-04A	08/647,352	Pending		Mobilization Of Peripheral Blood Precursor Cells By Beta(1,3)-Glucan
ABY97-03	PCT/US98/ 24129			Activation Of Transcription Factor Complex By Underivatized, Aqueous Soluble B(1-3) Glucan
ABY94-03	2140220	Pending		Inhibition Of Infection-Stimulated Oral Tissue Destruction By B(1,3)-Glucan CANADA
ABY94-03	6186603	Pending		Inhibition Of Infection-Stimulated Oral Tissue Destruction By B(1,3)-Glucan JAPAN
ABY97-03	08/990,155	Pending		Activation Of A Transcription Factor Heteromer By Underivatized Aqueous Soluble Beta (1-3) Glucan
ABY97-03A		Pending		Activation Of A Transcription Factor Heteromer By Underivatized Aqueous Soluble Beta (1-3) Glucan

Soluble β -Glucans- Screens for Anti-Fungal Drug Discovery

Case Number	Patent or S.N.	Issue Date	Expiry Date	Summary of Claims
ABY98-02	09/104,914	Pending		Beta (1,3) Glucan Microfibril Assembly Assay
ABY98-02A	09/324,814	Pending		Beta (1,3) Glucan Microfibril Assembly Assay
ABY98-02A	PCT	Pending		Beta (1,3) Glucan Microfibril Assembly Assay
ABY98-03	09/104,873	Pending		Beta (1,6) Glucan Synthesis And Cell Wall Assembly Assay
ABY98-03A	PCT	Pending		Beta (1,6) Glucan Synthesis And Cell Wall Assembly Assay
ABY98-04	09/104,560	Pending		Assays For Agents Which Alter Cell Wall Biopolymer Synthesis
ABY98-05	09/104,315	Pending		Chitin Microfibril Assembly Assay
ABY97-04	08/990,125	Pending		Beta(1-3) Glucan Diagnostic Assays

Soluble β -Glucans - Miscellaneous

Case Number	Patent or S.N.	Issue Date	Expiry Date	Summary of Claims
ABY95-06A	08/664,173	Pending		Receptor For Underivatized, Aqueous Soluble Beta(1-3)-Glucan
ABY95-06A2	08/797,696	Pending		Receptor For Underivatized, Aqueous Soluble Beta (1-3)-Glucan
ABY95-06A3	09/183,676	Pending		Receptor For Underivatized, Aqueous Soluble Beta (1-3)-Glucan
ABY97-01	09/140,196	Pending		Receptor For Underivatized, Aqueous Soluble Beta (1,3)- Glucan
ABY97-01A	09/160,922	Pending		Receptor For Underivatized, Aqueous Soluble Beta (1,3)-Glucans
ABY95-06A3	3117197	Pending		Receptor For Underivatized, Aqueous Soluble Beta(1-3)-Glucan AUS
ABY95-06A3	2253257	Pending		Receptor For Underivatized, Aqueous Soluble Beta(1-3)-Glucan CA
ABY95-06A3	97926398.522 16	Pending		Receptor For Underivatized, Aqueous Soluble Beta(1-3)-Glucan EPC
ABY95-06A3	9539261	Pending		Receptor For Underivatized, Aqueous Soluble Beta(1-3)-Glucan JP
ABY95-06A3	70887798	Pending		Receptor For Underivatized, Aqueous Soluble Beta(1-3)-Glucan KORS
ABY95-06A3	PCT/US97/ 07445			Receptor For Underivatized, Aqueous Soluble Beta(1-3)-Glucan
ABY97-04	PCT/US98/ 24014			B(1-3)-Glucan Diagnostic Assays PCT
ABY97-04	9810628	Pending		B(1-3)-Glucan Diagnostic Assays SAFR
ABY98-06	09/200,246	Pending		Ketol Isomerase Inhibitors
ABY98-07	09/161,047	Pending		Very High Molecular Weight Beta-Glucans
ABY98-07A	09/325,152	Pending		Very High Molecular Weight Beta-Glucans
ABY98-01P	60/090,662	Pending		Use Of Bis(Diazo) Compounds As Antifungal Agents
ABY98-01A	PCT	Pending		Use Of Bis(Diazo) Compounds As Antifungal Agents

Schedule 2B(1)
Contract Rights

True and accurate copies of the MIT License Agreement and the Medical Foods License Agreement are attached.

2B (1-1)

Schedule 2B(2)
Contract Rights

Patents and Patent Applications Licensed from MIT pursuant to the MIT License Agreement:

The MIT License Agreement.

Whole Glucan Particle Patents Licensed from MIT

Case Number	Patent or S.N.	Issue Date	Expiry Date	Summary of Claims
MIT-3823	4,810,646	03/07/89	03/07/06	Glucan Compositions and Process for Preparation Thereof
MIT-3823A	4,992,540	02/12/91	03/07/06	Glucan Compositions and Process for Preparation Thereof
MIT-3823AZ	5,037,972	08/06/91	02/12/08	Glucan Compositions and Process for Preparation Thereof
MIT-3823B	5,082,936	01/21/92	01/21/09	Glucan Compositions and Process for Preparation Thereof
MIT-3823ZA	5,028,703	07/02/91	07/02/08	Glucan Compositions and Process for Preparation Thereof
MIT-3823ZAZ'	5,250,436	06/02/92	10/06/10	Glucan Compositions and Process for Preparation Thereof
MIT-3823ZAZ'Z	5,506,124	04/09/96	04/09/13	Glucan Compositions and Process for Preparation Thereof

The Medical Foods License Agreement.

**Schedule 2D
Trademarks**

COUNTRY	APP. NO	APP. DATE	REG. NO.	REG. DATE	STATUS
BETAPECTIN					
Australia	609,287	08/13/93	609,287	08/13/93	Registered
Austria	AM3874/93	08/13/93	149,420	10/08/93	Registered
Belgium/ Netherlands	801,890	08/17/93	535638	08/17/93	Registered
Canada	735,374	08/13/93	438,428	01/27/95	Registered
France	93482073	09/01/93	93482073	09/01/93	Registered
G. Britain	1,545,399	08/19/93	1,545,399	08/19/93	Registered
Germany	A551685WZ	08/19/93	2,102,564	12/19/96	Registered
Italy	10930001573	08/27/93	664999	08/27/93	Registered
Japan	85264/93	08/18/93	3,143,746	04/30/96	Registered
S. Korea	9328981	08/13/93	304607	12/26/94	Registered
Spain	1,778,038	08/27/93	1,778,038	08/13/93	Registered
USA	74,378,395	04/09/93	1,808,784	12/07/93	Registered

CHOLAZOL					
Australia	626065	03/29/94	626065	3/29/94	Registered
Austria	AM1546/94	03/29/94	153,130	06/16/94	Registered
Belgium/ Netherlands	824617	03/29/94	549345	03/29/94	Registered
Canada	750,997	03/29/94			Inactive
France	94513871	04/01/94	94513871	04/01/94	Registered
G. Britain	1,567,953	04/08/94	1,567,953	04/08/94	Registered
Germany	A566B93WZ	04/05/94	2100017	04/24/96	Registered
Italy	1094C000940	04/07/94	683,049	07/04/96	Registered
Japan	3272294	03/31/94			Inactive
S. Korea	9413607	04/06/94	323063	092895	Registered
Spain	1814275	04/11/94	1814275	4/11/94	Inactive
USA	74/454,431	11/01/93	1567953	04/08/94	Inactive

FIBERCEL					
USA	74/378,806	04/09/93	1,811,817	12/21/93	Registered

ALPA-BETA TECHNOLOGY AND DESIGN					
USA	74/378,398	04/09/93	1,819,655	02/08/94	Registered

MYCOTOX					
USA	75/082142	04/01/93	2069137	6/10/97	Registered

MYGOSETECH					
USA	75/082064	04/01/93	2069135	6/10/97	Registered

Exhibit 1
Form of Patent Assignment

ASSIGNMENT

Joseph F. Finn, Jr., the undersigned, Assignee for the Benefit of Creditors of Alpha-Beta Technology, Inc., having an usual place of business in Wellesley Hills, Massachusetts ("Finn") and Allan M. Shine, Esq., the undersigned, Receiver of Alpha-Beta Technology and having an usual place of business in Providence, Rhode Island (the "Receiver," collectively with Finn, the "ASSIGNOR"), each acting pursuant to the Order Granting Receiver's Petition to Sell Assets Free and Clear of Liens entered by the Providence County Superior Court for the State of Rhode Island on May 21, 1999 (hereinafter the "Order"), and for good and valuable consideration, the receipt of which is hereby acknowledged, has sold, assigned, transferred and conveyed, and by these presents does hereby sell, assign, transfer and convey unto Collaborative Group, Ltd., a Delaware corporation, with offices at 50 East Loop Road, Stony Brook, New York, and its successors, assigns and legal representatives, all hereinafter referred to as the ASSIGNEE: (1) our entire right, title and interest for the United States and in all countries, in and to any and all inventions, discoveries and applications which are disclosed in patents and applications for United States Letters Patent listed on Schedule 2A attached hereto and incorporated herein, including any renewals, revivals, reissues, reexaminations, extensions, continuations and divisions thereof and any substitute applications therefor; (2) the full and complete right to file patent applications in the name of the ASSIGNEE, its designee, or in our names at the ASSIGNEE, or its designee's election, on the aforesaid inventions, discoveries and applications in all countries of the world; (3) the entire right, title and interest in and to any Letters Patent which may issue thereon in the United States or in any country, and any renewals, revivals, reissues, reexaminations and extensions thereof, and any patents of confirmation, registration and importation of the same; and (4) the entire right, title and interest in all Convention and Treaty Rights of all kinds thereon, including without limitation all rights of priority in any country of the world, in and to the above inventions, discoveries and applications.

ASSIGNOR hereby authorizes and requests the competent authorities to grant and to issue any and all such Letters Patent in the United States and throughout the world to the ASSIGNEE of the entire right, title and interest therein, as fully and entirely as the same would have been held and enjoyed by me/us had this assignment, sale and transfer not been made.

ASSIGNOR agrees, at any time, upon the request of the ASSIGNEE, to execute and to deliver to the ASSIGNEE any additional applications for patents for said inventions and discoveries, or any part or parts thereof, and any applications for patents of confirmation, registration and importation based on any Letters Patent issuing on said inventions, discoveries, or applications and divisions, continuations, renewals, revivals, reissues, reexaminations and extensions thereof.

ASSIGNOR further agrees at any time to execute and to deliver upon request of the ASSIGNEE such additional documents, if any, as are necessary or desirable to secure patent protection on said inventions, discoveries and applications throughout all countries of the world, and otherwise to do the necessary to give full effect to and to perfect the rights of the ASSIGNEE under this

Assignment, including the execution, delivery and procurement of any and all further documents evidencing this assignment, transfer and sale as may be necessary or desirable.

ASSIGNOR covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment.

ASSIGNOR further covenants that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said invention and said Letters Patent and legal equivalents as may be known and accessible to ASSIGNOR and will testify as to the same in any interference, litigation or proceeding related thereto and will promptly execute and deliver to ASSIGNEE or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said application, said invention and said Letters Patent and said equivalents thereof which may be necessary or desirable to carry out the purposes thereof.

ASSIGNOR further covenants and agrees that the covenants, warranties and agreements granted to the ASSIGNEE pursuant to this Assignment may be conveyed or assigned to and will benefit Rhode Island Economic Development Corporation ("REIDC") in the event that the ASSIGNEE is required to assign its rights under this Patent Assignment to REIDC.

This Patent Assignment has been executed and delivered by the Receiver, Finn and the ASSIGNEE pursuant to the Order, the Purchase and Sale Agreement For Property of Alpha-Beta Technology, Inc. attached to and incorporated in the Order and the Bill of Sale, and each of the Receiver, Finn and the ASSIGNEE hereby acknowledges and agrees that neither the representations and warranties nor the rights and remedies of any of them under the Order, the P&S or the Bill of Sale shall be deemed to be enlarged or modified in any way by the execution of this Patent Assignment.

IN TESTIMONY WHEREOF, ASSIGNOR hereunto sets its hand and seal this _____ day of July, 1999.

**Assignee for the Benefit of Creditors of
Alpha-Beta Technology, Inc.**

By: _____
Joseph F. Finn, Jr., as and only as Assignee for
the Benefit of Creditors of Alpha-Beta
Technology, Inc., and not individually

Receiver of Alpha-Beta Technology, Inc.

By: _____
Allan M. Shine, Esq. as and only as Receiver for
Alpha-Beta Technology, Inc., and not
individually

CITY OF BOSTON ,)
) ss.:
COMMONWEALTH OF)
MASSACHUSETTS)

On this ____ day of July, 1999, before me, a Notary Public in and for the Commonwealth of Massachusetts, personally appeared _____, to me known and known to me to be the person of that name, who signed and sealed the foregoing instrument, and he acknowledged the same to be his free act and deed.

Notary Public.
My Commission expires on

CITY OF BOSTON ,)
) ss.:
COMMONWEALTH OF)
MASSACHUSETTS)

On this ____ day of July, 1999, before me, a Notary Public in and for the Commonwealth of Massachusetts, personally appeared _____, to me known and known to me to be the person of that name, who signed and sealed the foregoing instrument, and he acknowledged the same to be his free act and deed.

Notary Public.
My Commission expires on

Exhibit 2
Form of Assignment and Assumption Agreement

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement, dated as of July ____, 1999, is made among Joseph F. Finn, Jr., Assignee for the Benefit of Creditors of Alpha-Beta Technology, Inc. and having an usual place of business in Wellesley Hills, Massachusetts ("Assignee"), Allan M. Shine, Esq., Receiver of Alpha-Beta Technology and having an usual place of business in Providence, Rhode Island ("Receiver"), each acting pursuant to the Order Granting Receiver's Petition to Sell Assets Free and Clear of Liens entered by the Providence County Superior Court for the State of Rhode Island on May 21, 1999 (hereinafter the "Order"), and The Collaborative Group, Ltd., a Delaware corporation having a usual place of business at Fifty East Loop Road, Stony Brook, New York, 11790 (hereinafter the "Purchaser").

WHEREAS, the Purchaser, the Assignee and the Receiver have entered into a Purchase and Sale Agreement for Property of Alpha-Beta Technology, Inc. (hereinafter the "P&S") and a corresponding Bill of Sale (the "Bill of Sale"), in connection with the Order; and

WHEREAS, in connection with the sale, transfer, conveyance and assignment of the Contract Rights (as defined in paragraph 2B of the Bill of Sale), the Purchaser, the Assignee and the Receiver wish to enter into this Assignment and Assumption Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignee, the Receiver and the Purchaser hereby agree as follows:

1. Pursuant to the Order, the P&S and the Bill of Sale, the Assignee and the Receiver have sold, assigned, transferred and conveyed, and by these presents do hereby sell, assign, transfer and convey, unto the Purchaser, to the extent of the interest of Alpha-Beta (as defined in the first paragraph of the P&S), all right, title and interest in and to (i) that certain License Agreement (Exclusive), dated as of March 22, 1988, between Alpha-Beta and the Massachusetts Institute of Technology, as amended by that certain First Amendment (Agency Agreement Amendment), dated March 22, 1988, and as further extended pursuant to that certain letter agreement, dated June 27, 1991 (collectively, the "MIT License Agreement"); (ii) that certain exclusive license agreement, dated May 1, 1997, between Alpha-Beta and Medical Foods, Inc. (the "Medical Foods License Agreement"); and (iii) the patent and patent applications licensed pursuant to the MIT License Agreement and the Medical Foods License Agreement (collectively the "Contract Rights").

2. Upon the terms and subject to the conditions contained in the P&S and the Bill of Sale, the Purchaser agrees to assume and to perform the obligations of Alpha-Beta under the MIT License Agreement and the Medical Foods License Agreement arising after the date hereof, provided, however, that the Purchaser shall not have any obligation to pay any currently debts or obligations under such contracts that originally became due prior to the date hereof.

3. This Assignment and Assumption Agreement has been executed and delivered by the Receiver, the Assignee and the Purchaser pursuant to the Order, the P&S and the Bill of Sale, and each of the Receiver, the Assignee and the Purchase hereby acknowledges and agrees that neither the representations and warranties nor the rights and remedies of any of them under the Order, the P&S or the Bill of Sale shall be deemed to be enlarged or modified in any way by the execution of this Assignment and Assumption Agreement.

4. Nothing in this Assignment and Assumption Agreement is intended or shall be construed to confer upon, or give to, any person any remedy or claim under or by reason of this Assignment and Assumption Agreement, and all the terms and agreements in this Assignment shall be for the sole and exclusive benefit of the parties hereto and their respective successors and assigns.

5. If the RI Property (as defined in the first paragraph of the P&S) is not sold, conveyed and assigned to the Purchaser as provided in the Order and the P&S, all obligations of the Purchaser, the Receiver and the Assignee under this Assignment and Assumption Agreement shall cease, and this Assignment and Assumption Agreement shall be null and void.

IN WITNESS WHEREOF, the Receiver, the Assignee and the Purchaser have caused this Assignment and Assumption Agreement to be executed under seal as of the date first above written.

The Collaborative Group, Ltd.

By: _____
Name:
Title:

**Assignee for the Benefit of Creditors of
Alpha-Beta Technology, Inc.**

By: _____
Joseph F. Finn, Jr., as and only as Assignee for
the Benefit of Creditors of Alpha-Beta
Technology, Inc., and not individually

Receiver for Alpha-Beta Technology, Inc.

By: _____
Allan M. Shine, Esq. as and only as Receiver for
Alpha-Beta Technology, Inc., and not
individually

Exhibit 3
Form of Trademark Assignment

ASSIGNMENT

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Joseph F. Finn, Jr., the undersigned, Assignee for the Benefit of Creditors of Alpha-Beta Technology, Inc., having an usual place of business in Wellesley Hills, Massachusetts ("Finn") and Allan M. Shine, Esq., the undersigned, Receiver of Alpha-Beta Technology and having an usual place of business in Providence, Rhode Island (the "Receiver," collectively with Finn, the "ASSIGNOR"), each acting pursuant to the Order Granting Receiver's Petition to Sell Assets Free and Clear of Liens entered by the Providence County Superior Court for the State of Rhode Island on May 21, 1999 (hereinafter the "Order"), has sold, assigned, transferred and set over, and by these presents hereby sells, assigns, transfers and sets over, unto The Collaborative Group, Ltd. (hereinafter "ASSIGNEE"), its entire right, title and interest in, to and under the trademarks listed on Exhibit 2D attached hereto and incorporated herein.

ASSIGNOR hereby assigns to ASSIGNEE all right, title and interest in and to said trademarks, together with the goodwill of the business symbolized by said trademarks and any and all registrations thereof worldwide, as well as the right to sue for past infringement of the trademarks worldwide.

This Trademark Assignment has been executed and delivered by the Receiver, Finn and the ASSIGNEE pursuant to the Order, the Purchase and Sale Agreement For Property of Alpha-Beta Technology, Inc. attached to and incorporated in the Order and the Bill of Sale, and each of the Receiver, Finn and the ASSIGNEE hereby acknowledges and agrees that neither the representations and warranties nor the rights and remedies of any of them under the Order, the P&S or the Bill of Sale shall be deemed to be enlarged or modified in any way by the execution of this Trademark Assignment.

IN TESTIMONY WHEREOF, ASSIGNOR hereunto sets his hand and seal this _____ day of July, 1999.

**Assignee for the Benefit of Creditors of
Alpha-Beta Technology, Inc.**

By: _____
Joseph F. Finn, Jr., as and only as
Assignee for the Benefit of Creditors of
Alpha-Beta Technology, Inc., and not
individually

By: _____
Allan M. Shine, Esq. as and only as
Receiver for Alpha-Beta Technology,
Inc., and not individually

CITY OF BOSTON ,)
) ss.:
COMMONWEALTH OF)
MASSACHUSETTS)

On this ____ day of July, 1999, before me, a Notary Public in and for the Commonwealth of Massachusetts, personally appeared Joseph F. Finn, Jr., to me known and known to me to be the person of that name, who signed and sealed the foregoing instrument, and he acknowledged the same to be his free act and deed.

_____,
Notary Public.
My Commission expires on

CITY OF BOSTON ,)
) ss.:
COMMONWEALTH OF)
MASSACHUSETTS)

On this ____ day of July, 1999, before me, a Notary Public in and for the Commonwealth of Massachusetts, personally appeared Allan M. Shine, to me known and known to me to be the person of that name, who signed and sealed the foregoing instrument, and he acknowledged the same to be his free act and deed.

_____,
Notary Public.
My Commission expires on

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement, dated as of July ^{20th} 1999, is made among Joseph F. Finn, Jr., Assignee for the Benefit of Creditors of Alpha-Beta Technology, Inc. and having an usual place of business in Wellesley Hills, Massachusetts ("Assignee"), Allan M. Shine, Esq., Receiver of Alpha-Beta Technology and having an usual place of business in Providence, Rhode Island ("Receiver"), each acting pursuant to the Order Granting Receiver's Petition to Sell Assets Free and Clear of Liens entered by the Providence County Superior Court for the State of Rhode Island on May 21, 1999 (hereinafter the "Order"), and The Collaborative Group, Ltd., a Delaware corporation having a usual place of business at Fifty East Loop Road, Stony Brook, New York, 11790 (hereinafter the "Purchaser").

WHEREAS, the Purchaser, the Assignee and the Receiver have entered into a Purchase and Sale Agreement for Property of Alpha-Beta Technology, Inc. (hereinafter the "P&S") and a corresponding Bill of Sale (the "Bill of Sale"), in connection with the Order; and

WHEREAS, in connection with the sale, transfer, conveyance and assignment of the Contract Rights (as defined in paragraph 2B of the Bill of Sale), the Purchaser, the Assignee and the Receiver wish to enter into this Assignment and Assumption Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignee, the Receiver and the Purchaser hereby agree as follows:

1. Pursuant to the Order, the P&S and the Bill of Sale, the Assignee and the Receiver have sold, assigned, transferred and conveyed, and by these presents do hereby sell, assign, transfer and convey, unto the Purchaser, to the extent of the interest of Alpha-Beta (as defined in the first paragraph of the P&S), all right, title and interest in and to (i) that certain License Agreement (Exclusive), dated as of March 22, 1988, between Alpha-Beta and the Massachusetts Institute of Technology, as amended by that certain First Amendment (Agency Agreement Amendment), dated March 22, 1988, and as further extended pursuant to that certain letter agreement, dated June 27, 1991 (collectively, the "MIT License Agreement"); (ii) that certain exclusive license agreement, dated May 1, 1997, between Alpha-Beta and Medical Foods, Inc. (the "Medical Foods License Agreement"); and (iii) the patent and patent applications licensed pursuant to the MIT License Agreement and the Medical Foods License Agreement (collectively the "Contract Rights").

2. Upon the terms and subject to the conditions contained in the P&S and the Bill of Sale, the Purchaser agrees to assume and to perform the obligations of Alpha-Beta under the MIT License Agreement and the Medical Foods License Agreement arising after the date hereof, provided, however, that the Purchaser shall not have any obligation to pay any currently debts or obligations under such contracts that originally became due prior to the date hereof..

3. This Assignment and Assumption Agreement has been executed and delivered by the Receiver, the Assignee and the Purchaser pursuant to the Order, the P&S and the Bill of Sale,

TRADEMARK

REEL: 001978 FRAME: 0722

and each of the Receiver, the Assignee and the Purchase hereby acknowledges and agrees that neither the representations and warranties nor the rights and remedies of any of them under the Order, the P&S or the Bill of Sale shall be deemed to be enlarged or modified in any way by the execution of this Assignment and Assumption Agreement.

4. Nothing in this Assignment and Assumption Agreement is intended or shall be construed to confer upon, or give to, any person any remedy or claim under or by reason of this Assignment and Assumption Agreement, and all the terms and agreements in this Assignment shall be for the sole and exclusive benefit of the parties hereto and their respective successors and assigns.

5. If the RI Property (as defined in the first paragraph of the P&S) is not sold, conveyed and assigned to the Purchaser as provided in the Order and the P&S, all obligations of the Purchaser, the Receiver and the Assignee under this Assignment and Assumption Agreement shall cease, and this Assignment and Assumption Agreement shall be null and void.

IN WITNESS WHEREOF, the Receiver, the Assignee and the Purchaser have caused this Assignment and Assumption Agreement to be executed under seal as of the date first above written.

The Collaborative Group, Ltd.

By: Joseph D. Cevoli
Name:
Title:

**Assignee for the Benefit of Creditors of
Alpha-Beta Technology, Inc.**

By: Joseph F. Finn, Jr.
Joseph F. Finn, Jr., as and only as Assignee for
the Benefit of Creditors of Alpha-Beta
Technology, Inc., and not individually

Receiver for Alpha-Beta Technology, Inc.

By: Allan M. Shine
Allan M. Shine, Esq. as and only as Receiver for
Alpha-Beta Technology, Inc., and not
individually