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FORM PTO-1818A
Expires 09/30/99
OMB 0851-0027

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TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type		Conveyance Type	
<input checked="" type="checkbox"/> New		<input checked="" type="checkbox"/> Assignment	<input type="checkbox"/> License
<input type="checkbox"/> Resubmission (Non-Recordation)	Document ID # _____	<input type="checkbox"/> Security Agreement	<input type="checkbox"/> Nunc Pro Tunc Assignment
<input type="checkbox"/> Correction of PTO Error	Reel # _____ Frame # _____	<input type="checkbox"/> Merger	Effective Month Day Year _____
<input type="checkbox"/> Corrective Document	Reel # _____ Frame # _____	<input type="checkbox"/> Change of Name	_____
		<input type="checkbox"/> Other	_____

Conveying Party Mark if additional names of conveying parties attached

Name BioTherapies, Inc. Execution Date 9/29/2000

Formerly _____ 75830541

Individual General Partnership Limited Partnership Corporation Association

Other _____

Citizenship/State of Incorporation/Organization New Jersey

Receiving Party Mark if additional names of receiving parties attached

Name Atrium Biotech USA, Inc.

DBA/AKA/TA _____

Composed of _____

Address (line 1) 9 Commerce Road

Address (line 2) _____

Address (line 3) Fairfield New Jersey 07004

City State/Country Zip Code

Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment)

Corporation Association

Other _____

Citizenship/State of Organization Delaware

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Mail documents to be recorded with required cover sheet(s) information to:
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Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s) Mark if additional numbers attached
 Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text" value="75/830,541"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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Number of Properties Enter the total number of properties involved. #

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.) #

Deposit Account Number:

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

Stephen J. Jeffries [Signature] 2/22/2001
 Name of Person Signing Signature Date Signed

BILL OF SALE

DATE: SEPTEMBER 29, 2000

BETWEEN: ATRIUM BIOTECHNOLOGIES INC., a company duly incorporated under the laws of Canada, having its head office and principal place of business at 1405, boul. du Parc-Technologique, Québec (Québec) Canada, G1P 4P5, herein acting and represented by Mr. Luc Dupont, President and Chief Executive Officer, duly authorized as he so declares;

("Atrium")

AND: ATRIUM BIOTECH USA INC., a company duly incorporated under the laws of the State of Delaware, having its head office and principal place of business at 9 Commerce Road, Fairfield, NJ, 07004, USA, herein acting and represented by Mr. Luc Dupont, President and Chief Executive Officer, duly authorized as he so declares;

("Buyer")

AND: BIOTHERAPIES INC., a company duly incorporated under the laws of the State of New Jersey, having its head office and principal place of business at 9 Commerce Road, Fairfield, NJ, 07004, USA, herein acting and represented by Dr. Stephen Holt, President and Chief Executive Officer, duly authorized as he so declares;

("Biotherapies")

AND: Rx NUTRICEUTICALS INC., a company duly incorporated under the laws of the State of New Jersey, having its head office and principal place of business at 9 Commerce Road, Fairfield, NJ, 07004, USA, herein acting and represented by Dr. Stephen Holt, President, duly authorized as he so declares;

("Nutriceuticals")

(Biotherapies and Nutriceuticals are hereinafter referred to collectively as "Seller")

A. Whereas Atrium and the Seller have executed an Asset Purchase Agreement as of September 18, 2000 (the "Asset Purchase Agreement");

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- B. Whereas Atrium has the right to transfer all of its rights and obligations under the Asset Purchase Agreement to one of its duly authorized nominees;
- C. Whereas Atrium has authorized the Buyer as its nominee for the purpose of the Asset Purchase Agreement and of all ancillary agreements;
- D. Whereas Seller desire to confirm and accept the substitution of Atrium by the Buyer in the Asset Purchase Agreement; and
- E. Whereas Seller desire to execute and deliver this Bill of Sale in favour of the Buyer in order to confirm the transfer and assignment of the Purchased Assets according to the terms of the Asset Purchase Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

1. ASSIGNMENT OF THE ASSET PURCHASE AGREEMENT

- 1.1 Atrium hereby irrevocably assigns, transfers and delivers to the Buyer, and the Buyer hereby accepts, all of its rights and obligations under the Asset Purchase Agreement and under all other ancillary or related agreements and documents.
- 1.2 The Seller hereby irrevocably accept the above mentioned assignment and transfer to the Buyer and release unconditionally Atrium of all obligations and undertakings under the Asset Purchase Agreement, except for the obligations undertaken by Atrium in the Promissory Note, as fully and entirely as the same would have been if the Buyer had first executed the Asset Purchase Agreement in lieu of Atrium.

2. TRANSFER AND ASSIGMENT OF THE PURCHASED ASSETS

For good and valuable consideration described in the Asset Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, Seller hereby irrevocably assign, sell, transfer, convey, and deliver to Buyer all of the following assets of Seller and all other assets identified in the Asset Purchase Agreement, but excluding the Excluded Assets, free and clear of all liens and encumbrances:

- (a) All furniture, computers and office equipment, machinery, tooling, trade fixtures and leasehold improvements reflected on Seller's books and records for the Business, including those items described in Exhibit 1.1(a) of the Asset Purchase Agreement;
- (b) The Forklift vehicle described in Exhibit 1.1 (b) of the Asset Purchase Agreement;

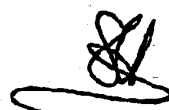
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- (c) All intangible personal property, business records, customer lists and goodwill (together with all documents, records, files, computer tapes or discs, or other media on or in which the same may be evidenced or documented), including the following:
- i. The corporate name of Seller and all assumed names under which it conducts the Business, as identified in Exhibit 1.1 (c) i) of the Asset Purchase Agreement, with the exception of the Seller's President personal name;
 - ii. All existing tradenames, domain names, internet sites, trademarks or service mark registrations and applications, common law trademarks, copyrights and copyright registrations and applications as listed in Exhibit 1.1(c)(ii) of the Asset Purchase Agreement and all goodwill associated therewith;
 - iii. US Patent 5,075,112 and any related reissue application, namely US Patent Application No. 08/517,711, as well as any related international application, intellectual property and know-how licenses as listed in Exhibit 1.1(c)(iii) of the Asset Purchase Agreement; and
 - iv. All technology, know-how, trade secrets, formulae, drawings, graphics, designs, computer programs, customer and contact list, all scientific or sales material related to or used or useful in the Business, and all documentary evidence thereof, including without limitation those items listed in Exhibit 1.1(c)(iv) of the Asset Purchase Agreement;
- (d) All accounts receivable as of Closing Date including, without limitation and subject to Section 7.2(e), the accounts set forth in Exhibit 1.1 (d) of the Asset Purchase Agreement with the exception of the Arrow Corporation Family Meds' account receivable as of Closing;
- (e) All inventory, including raw materials, supplies, packaging, work in process and finished goods as of Closing Date including and subject to Section 7.2(e) those items listed in Exhibit 1.1(e) of the Asset Purchase Agreement;
- (f) All transferable licenses and permits including the licenses and permits set forth in Exhibit 1.1 (f) of the Asset Purchase Agreement;
- (g) All of Seller's contract rights and benefits under its lease of the Premises situated at 9, Commerce Road, Fairfield, NJ, 07004, USA as more particularly identified in Exhibit 1.1 (g) hereto;
- (h) All other transferable contract rights related to or useful in the Business;
- (i) All existing customer orders on BioTherapies' products as of Closing Date except such orders related to Excluded Assets as described in the Asset Purchase Agreement; and



- (j) All Product recipes and formulas as already supplied including raw material suppliers for each Product as more particularly identified in Exhibit 1.1 (j) of the Asset Purchase Agreement.

3. EFFECTIVE DATE

The effective date of all the transactions referred to in the Asset Purchase Agreement and in all ancillary agreements and the effective date of transfer of all the assets mentioned in Section 2 herein above is as of October 1st, 2000

4. GENERAL

- 4.1 The words and terms having a first capital letter and that are not otherwise defined in this Bill of Sale shall make reference to the definition given to these words and terms under the Asset Purchase Agreement. In case of contradiction or conflict between the terms of Article 2 of this Bill of Sale and of the Asset Purchase Agreement, the terms of the Asset Purchase Agreement will prevail.
- 4.2 This Bill of Sale and all the provisions hereof shall be binding upon the parties and inure to the benefit of Atrium, the Buyer and their successors and assigns. The Exhibits referenced herein are incorporated herein by this reference.

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

ATRIUM BIOTECHNOLOGIES INC.
"Atrium"

ATRIUM BIOTECH USA INC.
"Buyer"


 By Luc Dupont
 Its President and Chief Executive Officer


 By Luc Dupont
 Its President and Chief Executive Officer

BIO THERAPIES INC.
"Seller"

RX NUTRICEUTICALS INC.
"Seller"


 By Dr Stephen Holt
 Its President and Chief Executive Officer


 By Dr Stephen Holt
 Its President

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