

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Metabolic Technologies, Inc.		10/17/2003	CORPORATION: IOWA
RECEIVING PARTY DATA			
Name:	Abbott Laboratories		
Street Address:	100 Abbott Park Road		
City:	Abbott Park		
State/Country:	ILLINOIS		
Postal Code:	60064		
Entity Type:	CORPORATION: ILLINOIS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2451356	JUVEN	
CORRESPONDENCE DATA			
Fax Number:	(847)935-6552		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	847-937-5121		
Email:	trademarks@abbott.com		
Correspondent Name:	Nicole Hickey		
Address Line 1:	100 Abbott Park Road		
Address Line 2:	D377/AP6A		
Address Line 4:	Abbott Park, ILLINOIS 60064-6008		
ATTORNEY DOCKET NUMBER:	T45980		
NAME OF SUBMITTER:	Nicole Hickey		
Signature:	/nicole hickey/		
Date:	05/03/2007		

CH \$40.00 2451356

Total Attachments: 3

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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made effective this 17th day of October, 2003, by and between Metabolic Technologies, Inc., an Iowa corporation ("Assignor"), and Abbott Laboratories, an Illinois corporation ("Assignee"). Initially capitalized terms used herein and not defined shall have the meaning assigned to them in the Asset Purchase Agreement (as defined below).

WHEREAS, Assignor, Assignee and MTI Biotech, Incorporated ("MTI") have entered into an Asset Purchase Agreement, dated as of October 17, 2003 (the "Asset Purchase Agreement"), pursuant to which Assignee has agreed to acquire, and Assignor and MTI have agreed sell, certain of Assignor's and MTI's assets and liabilities related to developing, manufacturing, marketing and selling the products commonly known as the Juven Product line (the "Products") throughout the world;

WHEREAS, Assignor has adopted, used and is currently using and owns certain marks in connection with the Products, and has agreed to assign to Assignee all of Assignor's right, title and interest in and to all its United States and foreign registered or unregistered trademarks, trade names, trade dress, package designs, labels, logos and service marks, as well as any pending applications or registrations for any of the foregoing, used in connection with the Products, including those that are identified and set forth on Schedule A attached hereto (collectively, the "Marks") and the goodwill of the Products and the business of developing, manufacturing, marketing and selling the Products associated with the Marks in all countries.

NOW, THEREFORE, for ten dollars (\$10.00) and for other good and valuable consideration, the receipt of which is hereby acknowledged:

Assignor hereby sells, assigns, transfers, sets over, and delivers to Assignee, the Assignor's entire right, title and interest in and to the Marks, along with the goodwill of Assignor's in the business of developing, manufacturing, marketing and selling the Products on which the Marks are used, free and clear of any liens, the same to be held and enjoyed by said Assignee, its successors, assigns, or legal representatives, together with income, royalties, damages, or payments due on the date hereof or thereafter, including, without limitation, all claims for damages or payments by reason or infringement or unauthorized use of the Marks, along with the right to sue for past infringements and collect same for Assignee's sole use and enjoyment.

Assignor hereby covenants that it shall provide to Assignee, its successors, assigns or other legal representatives, cooperation and assistance (including the execution and delivery of any and all affidavits, further assignments, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required): (i) in the implementation or perfection of this Assignment; and (ii) in the recordation of this Assignment with the United States Patent and Trademark Office.

Schedule A

Reg. No.
2,451,356

Trademark
JUVEN

Reg. Date
5/15/2001

Int'l Class
5

Trademark Assignment – Execution Copy

RECORDED: 05/03/2007

TRADEMARK
REEL: 003534 FRAME: 0309