

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Metabolic Technologies, Inc.		10/21/2008	CORPORATION: IOWA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Abbott Laboratories		
<b>Street Address:</b>	100 Abbott Park Road		
<b>City:</b>	Abbott Park		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60064		
<b>Entity Type:</b>	CORPORATION: ILLINOIS		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3222044	HMB	
Registration Number:	3464189	RE-VIGOR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(847)935-6552		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	847-937-5121		
<b>Email:</b>	trademarks@abbott.com		
<b>Correspondent Name:</b>	Elisa M. Valenzona		
<b>Address Line 1:</b>	100 Abbott Park Road		
<b>Address Line 2:</b>	D377/AP6A		
<b>Address Line 4:</b>	Abbott Park, ILLINOIS 60064		
<b>ATTORNEY DOCKET NUMBER:</b>	T55366		
<b>NAME OF SUBMITTER:</b>	Elisa M. Valenzona		
<b>Signature:</b>	/emv/		

CH \$65.00 3222044

Date:

05/06/2009

**Total Attachments: 3**

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Ex 100 100-6017

### TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made effective this 21 day of October, 2008, by and between Metabolic Technologies, Inc., an Iowa corporation having its principal offices at 2711 South Loop Drive, Ames, Iowa 50010 ("Assignor") and Abbott Laboratories, an Illinois corporation having its principal offices at 100 Abbott Park Road, Abbott Park, Illinois 60064-6094 ("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 21, 2008 (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 the product commonly known as Re-Vigor (the "Product") throughout the world; and

WHEREAS, Assignor has adopted, used and is currently using and owns certain marks in connection with the Product, 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 associated with the Marks.

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

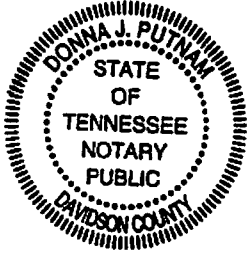
Assignor hereby sells, assigns, transfers, sets over, and delivers to Assignee, the Assignor's entire right, title and interest in and to the Marks, along with the goodwill associated with the Marks, free and clear of any liens, the same to be held and enjoyed by said Assignee, its successors, assigns, 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.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by its duly authorized officer as of the date first written above.

ASSIGNOR:

**METABOLIC TECHNOLOGIES, INC.**



By:   
Name: Dr. Naji Abumrad  
Title: Chief Executive Officer

STATE OF Tennessee )  
COUNTY OF Davidson ) SS:

On this 16 day of October, 2008 before me personally came Naji Abumrad, to me known who, being duly sworn, did depose and say that he resides in the State of Tennessee and that he signed his name hereto.

Donna J Putnam  
Notary Public  
Comm. Exp. 03-07-2011

Schedule A

<u>Country/Reg. No.</u>	<u>Trademark</u>	<u>Reg. Date</u>	<u>Int'l</u>
<u>Class</u> US 3,464,189	Re-Vigor	7/8/2008	5
US 3,222,044	HMB (stylized)	3/27/2007	42
Canada 543,785	HMBeta (stylized)	4/12/2001	n/a