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

Docket No.: BIDMC97-04

RECORDATION FORM COVER SHEET PATENTS ONLY CONTINUATION SHEET

Box 1 Continued

- 1. Name of conveying party(ies)
 - 3. Robert C. Jones

Box 2 Continued

2. Name and address of receiving party(ies)

Medical Foods, Inc. Five Cambridge Center, 8th Floor Cambridge, MA 02142

Box 3 Continued

3. Nature of conveyance:

Execution Date: 09/04/98

MATA\BIDMC\97-04\RECORD.CON

Multi-Joint

ASSIGNMENT

WHEREAS, we, Stacey J. Bell, R. Armour Forse and Bruce R. Bistrian, together with co-inventor Robert C. Jones, have invented a certain improvement in NUTRITIONAL SUPPLEMENT described in an application for Letters Patent of the United States, the specification of which:

	is about to be filed in the United States Patent Office;
[x]	was filed on November 10, 1997 as Application No. 08/966,829;
	was patented under U.S. Patent No on

WHEREAS, Beth Israel Deaconess Medical Center (hereinafter "ASSIGNEE"), a corporation organized and existing under the laws of the Commonwealth of Massachusetts, and having a usual place of business at 330 Brookline Avenue, Boston, Massachusetts 02215 desires to acquire an interest therein in accordance with agreements duly entered into with us;

NOW, THEREFORE, to all whom it may concern be it known that for and in consideration of said agreements and of other good and valuable consideration, the receipt of which is hereby acknowledged, we have sold, assigned and transferred and by these presents do hereby sell, assign and transfer unto said ASSIGNEE, its successors, assigns and legal representatives, the entire right, title and interest in and throughout the United States of America, its territories and all foreign countries, in and to said invention as described in said application, together with the entire right, title and interest in and to said application and such Letters Patent as may issue thereon; said invention, application and Letters Patent to be held and enjoyed by said ASSIGNEE for its own use and behalf and for its successors, assigns and legal representatives, to the full end of the term for which said Letters Patent may be granted as fully and entirely as the same would have been held by us had this assignment and sale not been made; we hereby convey all rights arising under or pursuant to any and all international agreements, treaties or laws relating to the protection of industrial property by filing any such applications for Letters Patent. We hereby acknowledge that this assignment, being of the entire right, title and interest in and to said invention, carries with it the right in ASSIGNEE to apply for and obtain from competent authorities in all countries of the world any and all Letters Patent by attorneys and agents of ASSIGNEE's selection and the right to procure the grant of all such Letters Patent to ASSIGNEE for its own name as assignee of the entire right, title and interest therein;

AND, we hereby further agree for ourselves and our executors and administrators to execute upon request any other lawful documents and likewise to perform any other lawful acts which may be deemed necessary to secure fully the aforesaid invention to said ASSIGNEE, its successors, assigns and legal representatives, but at its or their expense and charges, including the execution of applications for patents in foreign countries, and the execution of substitution, reissue, divisional or continuation applications and preliminary or other statements and the giving of testimony in any interference or other proceeding in which said invention or any application or patent directed thereto may be involved;

AND, we do hereby authorize and request the Commissioner of Patents of the United States to issue such Letters Patent as shall be granted upon said application or applications based thereon to said ASSIGNEE, its successors, assigns, and legal representatives.

IN TESTIMONY WHEREOF, we have hereunto set our hands and affixed our seals the date set forth below.

	Inventor:
	Stacey J. Bell
Commonwealth	
of Massachusetts	
County of	
	before me the above-named Stacey J. Bell and acknowledged that instrument as her free act and deed this day of
	Notary Public
(SEAL)	(print name)
	My Commission expires / /

Inventor:	More un
-	R. Armour Forse

Commonwealth	
of Massachusetts	
County of <u>Suffock</u>	
that he executed the foregoing ins of, 1998.	me the above-named R. Armour Forse and acknowledged strument as his free act and deed this
	atherine Remich Notary Public
(SEAL)	(print name)
	My Commission expires $7/30/4004$
CATHERINE LÉNICE Notary Public My Commission Expires 100	30, 2 Arventor: Bruce R. Bistrian
Commonwealth	
of Massachusetts	
County of Suffolk	
Then personally appeared before that he executed the foregoing ins of, 1998.	me the above-named Bruce R. Bistrian and acknowledged strument as his free act and deed this day
	Athermer Kenich Notary Public
(SEAL)	(print name)
	My Commission expires//
K \ACARROLL\DOCS\BIDMC974.A\$N	

CATHERING CENICH

Notary Public

My Commission Expires July 30, 2004

Docket No.: <u>BIDMC97-04</u>

Multi-Sole

ASSIGNMENT

WHEREAS, I, Robert C. Jones, together with co-inventors Stacey J. Bell, R. Armour Forse and Bruce R. Bistrian, have invented a certain improvement in NUTRITIONAL SUPPLEMENT, described in an application for Letters Patent of the United States, the specification of which:

[]	is about to be filed in the United States Patent Office;
[X]	was filed on November 10, 1997 as Application No. 08/966,829;
[]	was patented under U.S. Patent No on

WHEREAS, Medical Foods, Inc. (hereinafter "ASSIGNEE"), a corporation organized and existing under the laws of the Commonwealth of Massachusetts and having a usual place of business at Five Cambridge Center, 8th Floor, Cambridge, Massachusetts 02142 desires to acquire an interest therein in accordance with agreements duly entered into with me;

NOW, THEREFORE, to all whom it may concern be it known that for and in consideration of said agreements and of other good and valuable consideration, the receipt of which is hereby acknowledged, I have sold, assigned and transferred and by these presents do hereby sell, assign and transfer unto said ASSIGNEE, its successors, assigns and legal representatives, the entire right, title and interest in and throughout the United States of America. its territories and all foreign countries, in and to said invention as described in said application. together with the entire right, title and interest in and to said application and such Letters Patent as may issue thereon; said invention, application and Letters Patent to be held and enjoyed by said ASSIGNEE for its own use and behalf and for its successors, assigns and legal representatives, to the full end of the term for which said Letters Patent may be granted as fully and entirely as the same would have been held by me had this assignment and sale not been made; I hereby convey all rights arising under or pursuant to any and all international agreements, treaties or laws relating to the protection of industrial property by filing any such applications for Letters Patent. I hereby acknowledge that this assignment, being of the entire right, title and interest in and to said invention, carries with it the right in ASSIGNEE to apply for and obtain from competent authorities in all countries of the world any and all Letters Patent by attorneys and agents of ASSIGNEE's selection and the right to procure the grant of all such Letters Patent to ASSIGNEE for its own name as assignce of the entire right, title and interest therein:

AND, I hereby further agree for myself and my executors and administrators to execute upon request any other lawful documents and likewise to perform any other lawful acts which may be deemed necessary to secure fully the aforesaid invention to said ASSIGNEE, its successors, assigns and legal representatives, but at its or their expense and charges, including the execution of applications for patents in foreign countries, and the execution of substitution, reissue, divisional or continuation applications and preliminary or other statements and the giving of testimony in any interference or other proceeding in which said invention or any application or patent directed thereto may be involved;

AND, I do hereby authorize and request the Commissioner of Patents of the United States to issue such Letters Patent as shall be granted upon said application or applications based thereon to said ASSIGNEE, its successors, assigns, and legal representatives.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal the date set forth below.

Commonwealth

of Massachusetts

County of Middle Self

Then personally appeared before me the above-named Robert C. Jones and acknowledged that he executed the foregoing instrument as his free act and deed this ______ day of

. Selecopes , 1998.

(SEAL)

BETHNOY M- WHITE (print name)

My Commission expires # /12/ Zoo/

BETHANY M. WHITE **NOTARY PUBLIC**

My Commission Expires Nov. 12, 20°

K:\ACARROLL\DOCS\BIDMC974.MED

RECORDED: 11/24/1998