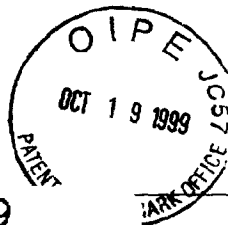


Express Mail Label No. EJ695376422US  
Date of Deposit: October 19, 1999



Attorney Docket No. 19181-001

FORM PTO-1595  
(Rev. 6-93)  
OMB No. 0651-0011 (exp. 4/94)



101181013

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

To the Commissioner of Patents and Trademarks: Please record the attached 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, Massachusetts

2. Name and address of receiving party(ies)

THE COLLABORATIVE GROUP  
50 East loop Road  
Stonybrook New York

Additional names & addresses attached? ☐ Yes ☒ No

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

3. Nature of conveyance:

- ☒ Patent Assignment  
☒ Bill of Sale  
☒ Assignment and Assumption Agreement

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

4. Application number or patent number:

A. Patent Application No:

B. Patent No:

4,962,094

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 3.41)

\$40.00

- ☒ Enclosed  
☐ The Commissioner is authorized to charge Deposit Account  
No: 50-0311, Reference Number 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. 43,109

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: [ 27 ]

Mail documents to be recorded with required cover sheet information to:

BOX ASSIGNMENT  
Commissioner of Patents and Trademarks  
Washington, D.C. 20231

10/22/1999 DNGUYEN 00000173 4962094

01 FC:581

40.00 OP

PATENT  
REEL: 010321 FRAME: 0392

## **PATENT 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 (the "Assignee") 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 the Assignee, 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 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 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: Allan M. Shine  
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. Fini 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.

Daniel M. Gumbel

Notary Public.  
My Commission expires on

12/3/04

City of Providence  
~~CITY OF BOSTON~~ )  
State of Rhode Island ) ss.:  
~~COMMONWEALTH OF~~ )  
~~MASSACHUSETTS~~ )

State of Rhode Island

On this 27th day of July, 1999, before me, a Notary Public in and for the ~~Commonwealth~~ State of Rhode Island, 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.

Joyce M. Gauthier Notary Public

Notary Public.  
My Commission expires on 6/13/01

NOTARY  
AND PUBLIC  
My Commission expires 6/13/01

**Schedule 2A**  
**Patents**

**Whole Glucan Particles - Methods of Use**

| Case Number | Patent or S.N. | Issue Date | Expiry Date | Summary of Claims        |
|-------------|----------------|------------|-------------|--------------------------|
| ABY88-02    | 4,962,094      | 10/09/90   |             | Glucan Dietary Additives |

## **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 Technologies™", and the name and all goodwill associated with the product name "Betafectin™" (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>.

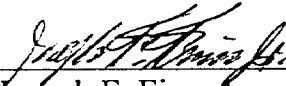
3. As between the Assignee and the Receiver, in connection with the sale, transfer, assignment and conveyance of the MA Property to the Purchaser, and in accordance with Paragraph 3 of the Order, the Receiver shall pay the Assignee the sum of One Hundred and Eighty Thousand and 00/100 Dollars (\$180,000)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

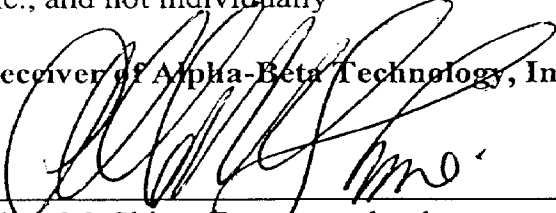
5. If the RI Property (as defined in the first paragraph of the P&S) is not sold, conveyed or assigned to the Purchaser on or before July 31, 1999, as provided in the Order and the P&S, the Purchaser agrees immediately to convey all of the RI Property to the Rhode Island Economic Development Corporation ("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 30<sup>th</sup> day of July, 1999.

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

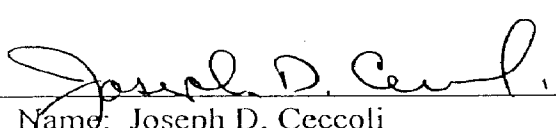
  
\_\_\_\_\_  
Joseph F. Finn, Jr., as and only as Assignee for the Benefit of Creditors of Alpha-Beta Technology, Inc., and not individually

**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/<br>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/<br>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/<br>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 $\beta$ -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/<br>07904 |            |             | Novel Glucan Preparation PCT  |
| ABY92-01A     | P307567            | Pending    |             | Novel Glucan Preparation POLAND   |
| ABY92-01A     | 9500333            | Pending    |             | Novel Glucan Preparation ROMANIA  |
| ABY92-01ADIV1 | 4095397            | Pending    |             | Novel Glucan Preparation AU   |
| ABY97-02      | 08/902,586         | Pending    |             | Conformation Of PGG-Glucan  |

## **Soluble $\beta$ -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 (Phophorylation 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 $\beta$ -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 Underivated, 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 $\beta$ -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 $\beta$ -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)-Gluten      |
| 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<br>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/<br>07445 |            |             | Receptor For Underivatized, Aqueous Soluble Beta(1-3)-Glucan      |
| ABY97-04    | PCT/US98/<br>24014 |            |             | B(1-3)-Glucan Diagnostic Assays<br>PCT                            |
| ABY97-04    | 9810628            | Pending    |             | B(1-3)-Glucan Diagnostic Assays<br>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.

**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**

| <b>COUNTRY</b>          | <b>APP. NO</b> | <b>APP. DATE</b> | <b>REG. NO.</b> | <b>REG. DATE</b> | <b>STATUS</b> |
|-------------------------|----------------|------------------|-----------------|------------------|---------------|
| <b>BETAPECTIN</b>       |                |                  |                 |                  |               |
| 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/<br>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    |

|                         |             |          |           |          |            |
|-------------------------|-------------|----------|-----------|----------|------------|
| <b>CHOLAZOL</b>         |             |          |           |          |            |
| Australia               | 626065      | 03/29/94 | 626065    | 3/29/94  | Registered |
| Austria                 | AM1546/94   | 03/29/94 | 153,130   | 06/16/94 | Registered |
| Belgium/<br>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   |

|                 |            |          |           |          |            |
|-----------------|------------|----------|-----------|----------|------------|
| <b>FIBERCEL</b> |            |          |           |          |            |
| USA             | 74/378,806 | 04/09/93 | 1,811,817 | 12/21/93 | Registered |

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

|                |           |          |         |         |            |
|----------------|-----------|----------|---------|---------|------------|
| <b>MYCOTOX</b> |           |          |         |         |            |
| USA            | 75/082142 | 04/01/93 | 2069137 | 6/10/97 | Registered |

|            |           |          |         |         |            |
|------------|-----------|----------|---------|---------|------------|
| MYCOSELECT |           |          |         |         |            |
| 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

TRADOCS: 1217574.3 (q3h\$03!.doc)

## ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement, dated as of July <sup>30<sup>th</sup></sup> 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,

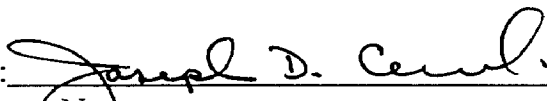
and each of the Receiver, the Assignee and the Purchaser hereby acknowledges and agrees that neither the representations and warranties nor the rights and remedies of any of them under the Order, the P&S or the Bill of Sale shall be deemed to be enlarged or modified in any way by the execution of this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

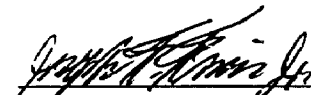
5. If the RI Property (as defined in the first paragraph of the P&S) is not sold, conveyed and assigned to the Purchaser as provided in the Order and the P&S, all obligations of the Purchaser, the Receiver and the Assignee under this Assignment and Assumption Agreement shall cease, and this Assignment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

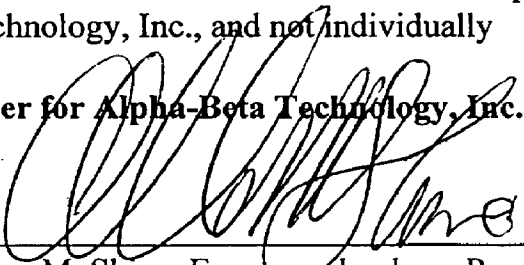
**The Collaborative Group, Ltd.**

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