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
Abbott Laboratories		03/06/2006	CORPORATION: ILLINOIS

#### **RECEIVING PARTY DATA**

Name:	Healthpoint, Ltd.	
Street Address:	3909 Hulen Street	
City:	Fort Worth	
State/Country:	TEXAS	
Postal Code:	76107	
Entity Type:	LIMITED PARTNERSHIP: TEXAS	

#### PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	1017283	SANTYL
Registration Number:	0964580	SANTYL

### **CORRESPONDENCE DATA**

Fax Number: (847)935-6552

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

mary.winburn@abbott.com

Correspondent Name: Mary L. Winburn

Abbott Laboratories, 100 Abbott Park Rd Address Line 1:

Address Line 2: Building AP6A-1

Address Line 4: Abbott Park, ILLINOIS 60064

NAME OF SUBMITTER:	Mary L. Winburn
Signature:	/Mary L. Winburn/
Date:	06/29/2006

Total Attachments: 3

TRADEMARK **REEL: 003338 FRAME: 0748** 

900052246

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#### TRADEMARK ASSIGNMENT

This Trademark Assignment (this "<u>Assignment</u>") is effective as of April 3, 2006 (the "<u>Effective Date</u>"), by Abbott Laboratories, an Illinois corporation ("<u>Assignor</u>"), and Healthpoint, Ltd., a Texas limited partnership ("<u>Assignee</u>"). Initially capitalized terms used but not defined herein shall have the meanings assigned to them in the Asset Purchase Agreement (as defined below).

WHEREAS, an Asset Purchase Agreement, dated as of March 6, 2006 (the "Asset Purchase Agreement"), was entered into by and between Assignor and Assignee, pursuant to which Assignee has agreed to acquire, and Assignor has agreed to sell, certain of Assignor's assets and liabilities, including the Trademarks (as defined below);

WHEREAS, Assignor has adopted, used and/or is currently using and owns certain marks, and has agreed to assign to Assignee all of Assignor's right, title, and interest in and to all its registered trademarks and service marks, including all common law rights therein and any pending applications for any of the foregoing, used in the operation of its business of marketing and selling the Collagenase Santyl® ointment as set forth on Schedule A annexed hereto (collectively, "Trademarks" or "Marks") and the goodwill of the business of marketing and selling the Collagenase Santyl® ointment 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 of Assignor in the business of marketing and selling the Collagenase Santyl® ointment in connection with which the Marks are used, 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, 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, the Canadian Office of Consumer and Corporate Affairs, and the Commonwealth of Puerto Rico Department of State

\* \* \* \* Remainder of Page Blank / Signature Page Follows \* \* \* \*

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IN WITNESS WHEREOF, Assignor has hereunto set its hand and seal.

ABBOTT LABORATORIES

Name:

Title:

Senior Vice President, Ross Products

Trademark Assignment

# Schedule "A"

## Abbott Laboratories

# SCHEDULE OF TRADEMARKS

Mark	Reg. or Serial No.	Country
Santyl	0,964,580	United States and Puerto Rico
Santyl	1,017,283	United States
Santyl	212,396	Canada

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**RECORDED: 06/29/2006**