

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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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		12/01/2006	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	Relief Band Medical Technology LLC		
Street Address:	200 East Randolph		
Internal Address:	World Trade Center Chicago, Suite 2200		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60601		
Entity Type:	LIMITED LIABILITY COMPANY: ILLINOIS		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	78645971	RELIEFBAND	
Serial Number:	78645997	NAVIGATOR	
Registration Number:	2495129	EXPLORER	
Registration Number:	2512780	ADVENTURER	
Registration Number:	2507222	DISCOVERER	
CORRESPONDENCE DATA			
Fax Number:	(312)222-0818		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	3122220800		
Email:	chiipdocket@michaelbest.com		
Correspondent Name:	Michael Best & Friedrich LLP		
Address Line 1:	180 N. Stetson Avenue		
Address Line 2:	Suite 2000		
Address Line 4:	Chicago, ILLINOIS 60601-6710		

CH \$140.00 78645971

ATTORNEY DOCKET NUMBER:	022295-9001
NAME OF SUBMITTER:	Charles A. Laff
Signature:	/charles a. laff/
Date:	06/19/2007
Total Attachments: 5 source=Trademark Assignment#page1.tif source=Trademark Assignment#page2.tif source=Trademark Assignment#page3.tif source=Trademark Assignment#page4.tif source=Trademark Assignment#page5.tif	

TRADEMARK ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS TRADEMARK ASSIGNMENT AND ASSUMPTION AGREEMENT ("Agreement") is made as of the 1st day of December, 2006 ("Effective Date") by and between Abbott Laboratories, an Illinois corporation with principal offices at 200 Abbott Park Road, Abbott Park, Illinois 60064 ("Assignor") and Relief Band Medical Technology LLC, an Illinois limited liability company with principal offices at World Trade Center Chicago, 200 East Randolph, Suite 2200, Chicago, Illinois 60601 ("Assignee").

WITNESSETH:

WHEREAS, contemporaneously with the execution of this Agreement, Woodside Biomedical, Inc., a wholly-owned subsidiary of Assignor, is selling substantially all of the assets and liabilities of its ReliefBand[®] business to Assignee, and Assignee has agreed to purchase such assets and liabilities pursuant to that certain Asset Purchase Agreement, dated effective as of the Effective Date, by and between Woodside Biomedical, Inc. and Assignee (the "Purchase Agreement"); and

WHEREAS, as part of that transaction, Assignor desires to formalize and finalize the assignment to Assignee of the trademarks and trademark applications set forth on Exhibit A hereto ("Trademark Registrations and Trademark Applications") and Assignee desires to accept said assignment of the Trademark Registrations and Trademark Applications from and after the Effective Date.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. **Defined Terms.** All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Purchase Agreement.
2. **Assignment.** Assignor does hereby assign, transfer and convey to Assignee all of Assignor's right, title and interest in and to the Trademark Registrations and Trademark Applications together with the goodwill of the business associated therewith as of the Effective Date. Assignor hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment. Pursuant to the terms of the Purchase Agreement, Assignor will provide Assignee with documents and legal equivalents in Assignor's possession related to the Trademark Registrations and Trademark Applications and will assist Assignee by executing and delivering to Assignee any and all papers, instruments or affidavits which Assignee may present and reasonably request Assignor's signature in order to record assignment of the Trademark Registrations and Trademark Applications; provided, however, Assignee shall provide all such papers, instruments or affidavits and bear all costs necessary to complete such assignments at no cost to Assignor.

3. **Assumption.** Assignee does hereby agree to perform all of the covenants, agreements and obligations of Assignor under the Trademark Registrations and Trademark Applications, which shall have accrued from and after the Effective Date. Assignee shall indemnify and hold Assignor harmless from any liability or any obligation of Assignor under the Trademark Registrations and Trademark Applications accruing during and after the Effective Date.
4. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and contains all the agreements and understandings between the parties with respect to the subject matter hereof. No change, modification or amendment to this Agreement shall be valid unless the same be in writing and signed by each of the parties to be bound thereby. No waiver of any provision of this Agreement shall be valid unless in writing and signed by the party to be charged.
5. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without giving effect to conflicts of law principles.
6. **Severability.** All agreements and covenants contained herein are severable, and in the event that any of them shall be held to be invalid by any competent court, the Agreement shall be interpreted as though such invalid agreements were not contained herein.
7. **Counterparts.** This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Faxed copies of manually executed signature pages to this Agreement will be fully binding and enforceable without the need for delivery of the original manually executed signature page.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date and year written above.

ASSIGNOR

ABBOTT LABORATORIES

By: _____

Name: _____

Title: _____

ASSIGNEE

**RELIEF BAND MEDICAL TECHNOLOGY
LLC**

By: Far Hus _____

Name: FARHAN HUSSAEN

Title: V.P. R&D

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date and year written above.

ASSIGNOR

ABBOTT LABORATORIES

By: Sean E. Murphy
Name: Sean E. Murphy
Title: VP New Business Development

ASSIGNEE

**RELIEF BAND MEDICAL TECHNOLOGY
LLC**

By: _____
Name: _____
Title: _____

Schedule 2.1(d)

Trademarks

RELIEFBAND	US	Filed	78645971	06/08/2005
NAVIGATOR	US	Filed	78645997	06/08/2005
DISCOVERER	US	Registered	2507222	11/13/2001
ADVENTURER	US	Registered	2512780	11/27/2001
EXPLORER	US	Registered	2495129	10/02/2001
RELIEFBAND	Canada	Registered	TMA432457	08/26/1994
RELIEFBAND	Australia	Registered	870727	03/27/2001
RELIEFBAND	Brazil	Registered	819490156	04/06/1999
RELIEFBAND	China P.R.	Registered	1747155	04/14/2002
RELIEFBAND	Community Trademark	Registered	1574532	06/12/2001
RELIEFBAND	Hong Kong	Registered	2003B11056	03/29/2001
RELIEFBAND with Katakana	Japan	Registered	4598789	08/23/2002
RELIEFBAND	Mexico	Registered	501365	03/18/1994
RELIEFBAND	New Zealand	Registered	635109	11/04/2002
RELIEFBAND	Philippines	Registered	41997122422	07/23/2001
RELIEFBAND	South Africa	Registered	200106395	04/17/2001
RELIEFBAND	Taiwan	Registered	998575	05/16/2002
RELIEFBAND	Venezuela	Registered	200061	08/06/1997