

TRADEMARK ASSIGNMENT

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
SmartScience Laboratories, Inc.		11/01/2007	CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	Alterna-JF, LLC		
Street Address:	89 Headquarters Plaza		
City:	Morristown		
State/Country:	NEW JERSEY		
Postal Code:	07960		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77113988	JOINTFLEX	
CORRESPONDENCE DATA			
Fax Number:	(617)248-4000		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	617-248-4877		
Email:	hbalmat@choate.com		
Correspondent Name:	Heather E. Balmat		
Address Line 1:	Two International Place		
Address Line 2:	Choate, Hall & Stewart LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	2008044.0001		
NAME OF SUBMITTER:	Heather E. Balmat		
Signature:	/Heather E. Balmat/		
Date:	11/05/2007		

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REEL: 003654 FRAME: 0260

Total Attachments: 3
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ASSIGNMENT OF TRADEMARKS

This Trademark Assignment Agreement is made as of November 1, 2007 by and among SmartScience Laboratories, Inc., a Florida corporation with offices at 2327 Destiny Way, Odessa, Florida 33556 ("SmartScience"), James P. Gills, MD, an individual with address PO Box 1608, Tarpon Springs, FL 34688-1608 ("Gills," and together with SmartScience, the "Assignors") and Alterna-JF, LLC, a Delaware limited liability company with principal place of business located at 89 Headquarters Plaza, Morristown, New Jersey 07960 ("Assignee").

WHEREAS, Gills, as a creditor of SmartScience, acquired by assignment from SmartScience the entire right, title and interest in and to U.S. Registration No.: 2,660,133 and Canadian Trademark Registration No. TMA630114 for the mark JOINTFLEX, together with the goodwill related thereto ("Gills Marks"); and

WHEREAS, SmartScience is the owner of the entire right, title and interest in and to U.S. Application No.: 77/113,988 for the mark JOINTFLEX and in the common law marks identified on Schedule A attached hereto, together with the goodwill related thereto ("SmartScience Marks" and together with the Gills Marks, the "Marks"); and

WHEREAS, Assignee is desirous of acquiring the entire right, title and interest in and to the Marks and the business and goodwill of the business in connection with which the aforesaid Marks have been used; and

WHEREAS, SmartScience and Assignee previously have entered into a certain Product Line Purchase Agreement dated August 16, 2007 pursuant to the terms of which SmartScience agreed to assign all right, title and interest of Assignor in and to its common law trademarks, service marks and trade names used principally in connection with the product line being acquired; all registered trademarks and

applications used principally in connection with the product line being acquired, and all applications, registration certificates, renewals, and any trade dress associated with such common law or registered trademarks; and

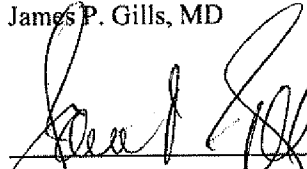
WHEREAS, Assignor has agreed to execute such additional instruments as may be necessary or desirable to confirm such assignment to Assignee;

WHEREAS, Gills, as a creditor of SmartScience, desires to assign all right title and interest in the Gills Marks to Assignee;

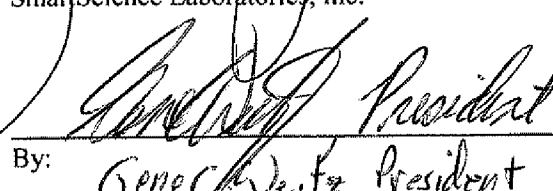
NOW THEREFORE, in consideration of the foregoing, as well as other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignors hereby sell, assign, transfer and set over to Assignee, its successors, legal representatives and assigns, the entire right, title, and interest of Assignors in and to said Marks, together with the business and goodwill of the business in connection with which the aforesaid Marks have been used, and all claims, if any, which may have arisen thereunder prior to the date of this instrument.

IN WITNESS WHEREOF, Assignors have caused this instrument to be executed, effective this 1st day of November, 2007

James P. Gills, MD



SmartScience Laboratories, Inc.



By:

Genec Weitz, President

Schedule A

<u>Marks</u>	<u>Country</u>	<u>Owner</u>	<u>Registration or Application Number*</u>	<u>Registration or Application Date</u>
JOINTFLEX	US	James P. Gills, MD	2,660,133	12/10/2002
JOINTFLEX	Canada	James P. Gills, MD	TMA630114	1/13/2005
JOINTFLEX	US	SmartScience Laboratories, Inc.	77/113,988	2/22/2007
JOINTFLEX	US	SmartScience Laboratories, Inc.	Common Law	
SUPER JOINTFLEX	US	SmartScience Laboratories, Inc.	Common Law	
JOINTFLEX VITALITY	US	SmartScience Laboratories, Inc.	Common Law	
JOINTFLEX CHAMP	US	SmartScience Laboratories, Inc.	Common Law	
JOINTFLEX-OUT PAIN and Design	US	SmartScience Laboratories, Inc.	Common Law	
X-OUT PAIN	US	SmartScience Laboratories, Inc.	Common Law	