

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

SCHEDULE 13D
UNDER THE SECURITIES EXCHANGE ACT OF 1934
(AMENDMENT NO. ___)*

American Biogenetic Sciences, Inc.

(Name of Issuer)

Class A Common Stock, Par Value \$0.001 Per Share

(Title of Class of Securities)

024611105

(CUSIP Number)

Jose M. de Lasa, 100 Abbott Park Road
Abbott Park, Illinois 60064-6400; Phone 847 937 8905

(Name, Address and Telephone Number of Person
Authorized to Receive Notices and Communications)

January 27, 2000

(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition which is the subject of this Schedule 13D, and is filing this schedule because of Rule 13d-1(b)(3) or (4), check the following box [].

NOTE: Six copies of this statement, including all exhibits, should be filed with the Commission. See Rule 13d-1(a) for other parties to whom copies should be sent.

* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required in the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

1) NAME OF REPORTING PERSON
I.R.S. IDENTIFICATION NO. OF ABOVE PERSON

Abbott Laboratories
IRS Identification No. 36-0698440

2) CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a)
(b)

3) SEC USE ONLY

4) SOURCE OF FUNDS

00 (see Item 3 below)

5) CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT
TO ITEMS 2(d) OR 2(e)

6) CITIZENSHIP OR PLACE OF ORGANIZATION

Illinois

NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	(7)	SOLE VOTING POWER 2,782,931
	(8)	SHARED VOTING POWER 0
	(9)	SOLE DISPOSITIVE POWER 2,782,931
	(10)	SHARED DISPOSITIVE POWER 0

11) AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

2,782,931

12) CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN
SHARES (SEE INSTRUCTIONS)

13) PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

7.5% (see Item 5 below)

14) TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)

C0

ITEM 1. SECURITY AND ISSUER

This statement relates to shares of the Class A Common Stock, par value \$0.001 per share (the "Common Stock"), of American Biogenetic Sciences, Inc., a Delaware corporation (the "Issuer"), whose principal executive offices are located at 1375 Akron Street, Copiague, New York 11726.

ITEM 2. IDENTITY AND BACKGROUND

(a) - (c), and (f) The person filing this statement is Abbott Laboratories ("Abbott"), an Illinois corporation. Abbott's principal business is the discovery, development, manufacture, and sale of a broad and diversified line of health care products and services. Abbott's principal office is located at 100 Abbott Park Road, Abbott Park, Illinois 60064-6400.

The names, citizenship, business addresses, present principal occupation or employment and the name, and the principal business and address of any corporation or other organization in which such employment is conducted of the directors and executive officers of Abbott are as set forth in Exhibit 1 hereto and incorporated herein by this reference.

(d) and (e) Neither Abbott, nor to the best of its knowledge, any person listed on Exhibit 1 has during the last five years (i) been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors) or (ii) been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

ITEM 3. SOURCE AND AMOUNT OF FUNDS OR OTHER CONSIDERATION

Abbott acquired 2,782,931 shares of Common Stock (the "Shares") at an aggregate purchase price of \$1,5000,000. The source of funds for the Shares is Abbott's general assets.

ITEM 4. PURPOSE OF THE ACQUISITION

Abbott acquired the Shares as an investment and in connection with its license, research, development, marketing and sale agreement with the Issuer.

(a) - (j) At present, Abbott does not have any plans or proposals which would relate to or result in transactions of the kind described in paragraphs (a) through (j) of Item 4 of Schedule 13D of the Securities and Exchange Commission. Abbott does, however, reserve the

right to adopt such plans or proposals subject to compliance with applicable regulatory requirements.

ITEM 5. INTEREST IN SECURITIES OF THE ISSUER

(a) Abbott is the beneficial owner of the Shares, representing approximately 7.5% of the outstanding shares of the Common Stock.

(b) Abbott will have sole power to vote or to direct the vote and the sole power to dispose or to direct the disposition of the Shares.

(c) Except as described herein, there have been no transactions by Abbott or the persons whose names are listed on Exhibit 1 in securities of the Issuer during the past sixty days.

(d) No one other than Abbott is known to have the right to receive or the power to direct the receipt of dividends from, or the proceeds from a sale of, the Shares.

(e) Not applicable.

ITEM 6. CONTRACTS, ARRANGEMENTS, UNDERSTANDINGS OR RELATIONSHIPS WITH RESPECT TO SECURITIES OF THE ISSUER

The summaries of certain terms of the following agreements do not purport to be complete and are subject to, and are qualified in their entirety by reference to, all provisions of the agreements and reference is made to the full text of such agreements which are filed as exhibits to this statement and are incorporated herein by reference.

Abbott purchased the Shares pursuant to the terms of a Stock Purchase Agreement, dated January 27, 2000, by and between Abbott and the Issuer. In addition, Abbott acquired certain registration rights under a Registration Rights Agreement, dated January 27, 2000, by and between Abbott and the Issuer. At any time after the first anniversary of the Registration Rights Agreement, Abbott may request the Issuer to file a registration statement registering the resale of the Shares. The Issuer is required to file a registration statement on Form S-3 within 45 days following such request. Additionally, subject to certain exceptions under Section 2.2 of the Registration Rights Agreement, if at any time after the first anniversary of the Registration Rights Agreement, the Issuer determines to register any of its securities, the Issuer will give Abbott notice of such registration. The Issuer will use reasonable efforts to include in such registration Shares not previously registered or sold to the public with respect to which the Issuer receives a written request (within 15 days of the notice) to include in the registration.

Abbott must provide the Issuer with notice of its intent to sell Shares pursuant to a registration statement. The Issuer may refuse Abbott the right to resell Shares pursuant to a registration statement if the Issuer delivers a certificate to Abbott to the effect that a sale pursuant to the registration statement could violate federal securities laws. In such an event, the Issuer shall either use commercially reasonable efforts to promptly amend the registration statement, if necessary, and take other actions necessary to allow such sale under the federal securities laws, or exercise the right described in the next paragraph.

The Issuer's board of directors in its good faith judgement, after consultation with counsel, may decline to permit the resale of any Shares for up to 90 days, if the filing of a registration statement to permit the proposed sale would adversely affect a pending or scheduled public offering, acquisition, merger, or similar transaction, or would require disclosure of another material development before the time it would otherwise be required to be disclosed in a manner adverse to the Issuer. This right may not be exercised more than twice in any 12 month period.

ITEM 7. MATERIAL TO BE FILED AS EXHIBITS

Exhibit 1 - Information Concerning Executive Officers and Directors of Abbott Laboratories.

Exhibit 2 - Stock Purchase Agreement, dated January 27, 2000.

Exhibit 3 - Registration Rights Agreement, dated January 27, 2000.

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Abbott Laboratories

DATED: February 7, 2000

By: /s/ Gary P. Coughlan

Gary P. Coughlan, Senior Vice President,
Finance and Chief Financial Officer

EXHIBIT INDEX

Exhibit Number	Description
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1	Information Concerning Executive Officers and Directors of Abbott Laboratories.
2	Stock Purchase Agreement, dated January 27, 2000.
3	Registration Rights Agreement, dated January 27, 2000.

Exhibit 1

Information Concerning Executive Officers and
Directors of Abbott Laboratories

The current corporate officers and directors of Abbott Laboratories are listed below. The address of Abbott Laboratories is: Abbott Laboratories, 100 Abbott Park Road, Abbott Park, Illinois 60064-6400. Abbott Laboratories does not consider all of its corporate officers to be executive officers as defined by the Securities Exchange Act of 1934 or Releases thereunder. Unless otherwise indicated, all positions set forth below opposite an individual's name refer to positions within Abbott Laboratories, and the business address listed for each individual not principally employed by Abbott Laboratories is also the address of the corporation or other organization which principally employs that individual.

NAME	POSITION/PRESENT PRINCIPAL OCCUPATION OR EMPLOYMENT AND BUSINESS ADDRESS	CITIZENSHIP
CORPORATE OFFICERS		

Miles D. White(1)	Chairman of the Board and Chief Executive Officer	U.S.A.
Robert L. Parkinson, Jr.(1)	President, Chief Operating Officer and Director	U.S.A.
Joy A. Amundson(1)	Senior Vice President, Ross Products	U.S.A.
Christopher B. Begley(1)	Senior Vice President, Chemical and Agricultural Products	U.S.A.
Thomas D. Brown(1)	Senior Vice President, Diagnostic Operations	U.S.A.
Gary P. Coughlan(1)	Senior Vice President, Finance and Chief Financial Officer	U.S.A.
Jose M. de Lasa(1)	Senior Vice President, Secretary and General Counsel	U.S.A.
William G. Dempsey(1)	Senior Vice President, International Operations	U.S.A.
Richard A. Gonzalez(1)	Senior Vice President, Hospital Products	U.S.A.
Arthur J. Higgins(1)	Senior Vice President, Pharmaceutical Operations	United Kingdom

CORPORATE OFFICERS

Continued

Thomas M. Wascoe(1)	Senior Vice President, Human Resources	U.S.A.
Catherine V. Babington	Vice President, Investor Relations and Public Affairs	U.S.A.
Patrick J. Balthrop	Vice President, Diagnostic Commercial Operations	U.S.A.
Mark E. Barmak	Vice President, Government Affairs	U.S.A.
Michael G. Beatrice	Vice President, Corporate Regulatory and Quality Science	U.S.A.
Christopher A. Bleck	Vice President, Pediatrics, Ross Products	U.S.A.
Douglas C. Bryant	Vice President, Diagnostic Operations, Asia and Pacific	U.S.A.
Gary R. Byers	Vice President, Internal Audit	U.S.A.
Thomas F. Chen	Vice President, Pacific, Asia, and Africa Operations	U.S.A.
Edward J. Fiorentino	Vice President, Pharmaceutical Products, Marketing, and Sales	U.S.A.
Gary L. Flynn(1)	Vice President and Controller	U.S.A.
Thomas C. Freyman	Vice President and Controller, Hospital Products	U.S.A.
Stephen R. Fussell	Vice President, Compensation and Development	U.S.A.
David B. Goffredo	Vice President, European Operations	U.S.A.
Robert B. Hance	Vice President, Diagnostic Operations, Europe, Africa and Middle East	U.S.A.
Guillermo A. Herrera	Vice President, Latin America and Canada Operations	Colombia
James J. Koziarz, Ph.D.	Vice President, Diagnostic Products Research and Development	U.S.A.
Elaine R. Leavenworth	Vice President, Abbott Health Systems	U.S.A.

CORPORATE OFFICERS

Continued

John M. Leonard	Vice President, Pharmaceutical Development	U.S.A.
Greg Linder	Vice President and Treasurer	U.S.A.
John F. Lussen	Vice President, Taxes	U.S.A.
Edward L. Michael	Vice President, Diagnostic Assays and Systems	U.S.A.
Karen L. Miller	Vice President, Information Technology	U.S.A.
Daniel W. Norbeck	Vice President, Pharmaceutical Discovery	U.S.A.
Edward A. Ogunro	Vice President, Hospital Products Research and Development	U.S.A.
William H. Stadlander	Vice President, Ross Medical Nutritional Products	U.S.A.
Marcia A. Thomas	Vice President, Diagnostic Quality Assurance, Regulatory Affairs and Compliance	U.S.A.
Steven J. Weger	Vice President, Corporate Planning and Development	U.S.A.
Susan M. Widner	Vice President, Diagnostic Operations, U.S. and Canada	U.S.A.
Lance B. Wyatt	Vice President, Corporate Engineering	U.S.A.

(1) Pursuant to Item 401 (b) of Regulation S-K Abbott has identified these persons as "executive officers" within the meaning of Item 401 (b).

NAME	POSITION/PRESENT PRINCIPAL OCCUPATION OR EMPLOYMENT AND BUSINESS ADDRESS	CITIZENSHIP
DIRECTORS -----		
H. Laurance Fuller	Co-Chairman, BP Amoco, p.l.c. 200 East Randolph Drive Mail Code 3000 Chicago, Illinois 60601	U.S.A.
David A. Jones	Chairman of the Board Humana Inc. 500 W. Main Street Humana Building Louisville, Kentucky 40202	U.S.A.
Jeffrey M. Leiden, M.D., Pd.D.	Elkan R. Blout Professor of Biological Sciences Harvard School of Public Health Professor of Medicine Harvard Medical School Laboratory of Cardiovascular Biology 677 Huntington Ave. - Bldg. II, Rm. 117 Boston, Massachusetts 02115	U.S.A.
The Rt. Hon. the Lord Owen CH	Physician, Politician, and Businessman House of Lords Westminster, London SW1A 0PW, England	United Kingdom
Robert L. Parkinson, Jr.	Officer of Abbott	U.S.A.
Boone Powell, Jr.	President and Chief Executive Officer Baylor Health Care System and Baylor University Medical Center, Vice President, Baylor University 3500 Gaston Avenue Dallas, Texas 75246	U.S.A.

DIRECTORS - Continued

Addison Barry Rand	Chairman and Chief Executive Officer Avis Rent A Car, Inc. 900 Old Country Road Garden City, New York 11530	U.S.A.
W. Ann Reynolds, Ph.D.	President The University of Alabama at Birmingham 701 S. 20th Street Birmingham, Alabama 35294-0110	U.S.A.
Roy S. Roberts	Vice President and Group Executive North American Vehicle Sales, Service and Marketing General Motors Corporati 100 Renaissance Center Mail Code 482-A30-D10 Detroit, Michigan 48243	U.S.A.
William D. Smithburg	Retired Chairman, President and Chief Executive Officer The Quaker Oats Company 676 N. Michigan Avenue Suite 3860 Chicago, Illinois 60611	U.S.A.
John R. Walter	Chairman of the Board, Manpower Inc. 401 N. Ahwatinee Road Lake Forest, Illinois 60045	U.S.A.
William L. Weiss	Chairman Emeritus, Ameritech Corporation One First National Plaza Suite 2530C Chicago, Illinois 60603-2006	U.S.A.
Miles D. White	Officer of Abbott	U.S.A.

EXHIBIT 2

STOCK PURCHASE AGREEMENT

THIS STOCK PURCHASE AGREEMENT (the "Agreement") is made as of the _____ day of January, 2000, by and between American Biogenetic Sciences, Inc., a Delaware corporation ("ABS") and Abbott Laboratories, an Illinois corporation ("Abbott").

WHEREAS, ABS and Abbott have entered into a Registration Rights Agreement and an Exclusive License Agreement (the "License Agreement"), both of even date herewith (collectively the "Alliance Agreements"); and

WHEREAS, subject to the terms and conditions of this Agreement and on the basis of the representations and warranties set forth herein, ABS and Abbott have agreed to the purchase and sale of shares of ABS's Class A common stock \$0.001 par value per share (the "Class A Common Stock").

NOW THEREFORE, ABS and Abbott agree as follows:

1. PURCHASE AND SALE OF THE SHARES. Subject to the terms and conditions of this Agreement and on the basis of the representations and warranties set forth herein, ABS shall issue and sell to Abbott and Abbott shall purchase from ABS at the Share Closing provided for in SECTION 1.3, shares of ABS's Class A Common Stock (the "Shares") having an aggregate value of One Million Five Hundred Thousand Dollars (\$1,500,000).

1.1 PRICE PER SHARE. The price per share to be paid by Abbott for each of the Shares (the "Price per Share") shall be equal to the arithmetic average for the twenty (20) consecutive trading day period ending on the second day preceding the date of this Agreement of (i) the last sale price, as reported on the Small Cap Market, of the Class A Common Stock for the days that it was traded on that market, and (ii) the last sale price reported on the OTC Bulletin Board, or if no sale is reported that day, the average of the bid and ask price, of the Class A Common Stock, as reported on the OTC Bulletin Board for the days when it was primarily traded on that market.

1.2 NUMBER OF SHARES. On the day before the Share Closing, ABS and Abbott shall determine the number of Shares to be issued, purchased, and sold pursuant to this Agreement by dividing:

- (a) One Million Five Hundred Thousand Dollars (\$1,500,000) by
- (b) the Price per Share

and then rounding down to the nearest whole number the number obtained by that division.

1.3 SHARE CLOSING. The closing of the purchase and sale of the Shares (the "Share Closing") shall be held at the offices of Brown, Rudnick, Freed & Gesmer, One Financial Center, Boston, MA 02111, within ten (10) business days following the date of this Agreement, at 10:00 a.m. Eastern time, or at such other time and place upon which ABS and Abbott shall agree.

1.4 DELIVERY. At the Share Closing, ABS will issue a certificate to Abbott registered in Abbott's name representing the number of Shares being purchased by Abbott against payment to ABS of One Million Five Hundred Thousand Dollars (\$1,500,000). Abbott shall pay the purchase price to ABS by wire transfer to the bank account of ABS:

Name of Bank: Bank of New York
Name of Account: American Biogenetic Sciences, Inc.
Account Number: 041-5206748
ABA #: 021-000018

2. REPRESENTATIONS AND WARRANTIES OF ABS. Except as set forth in the Schedule of Exceptions attached hereto as EXHIBIT - SECTION 2 (SCHEDULE OF EXCEPTIONS), ABS hereby represents, warrants, and covenants to Abbott that:

2.1 AUTHORITY.

(a) ABS has full legal right power and authority to execute and deliver this Agreement and each of the Alliance Agreements and to consummate the transactions contemplated hereby and thereby.

(b) All corporate action on the part of ABS, its officers, directors, and stockholders necessary for the execution and delivery of, and the consummation of the transactions contemplated by, this Agreement and the Alliance Agreements and the performance of all obligations of ABS hereunder and thereunder have been taken.

(c) Assuming the due and proper execution and delivery by Abbott, this Agreement and each of the Alliance Agreements, upon execution and delivery by ABS, constitute legal, valid and binding obligations of ABS, enforceable in accordance with their respective terms, except as may be limited by: (i) applicable bankruptcy, insolvency, reorganization or other laws of general application relating to or affecting the enforcement of creditors rights generally, (ii) the effect of rules of law governing the availability of equitable remedies, and (iii) the enforceability of the indemnity obligations of SECTION 3.1 of the Registration Rights Agreement.

(d) The making and performance of this Agreement and the Alliance Agreements by ABS and the consummation of the transactions contemplated by this Agreement and the Alliance Agreements will not (i) violate any provision of the organizational documents of ABS or any of its subsidiaries, (ii) result in the creation of any lien, charge, security interest or encumbrance upon any assets of ABS pursuant to the terms or provisions of, and will not conflict

with, result in the breach or violation of, or constitute, (either by itself or upon notice or the passage of time or both), a default under or give rise to a right of termination, cancellation, or acceleration of any obligation to, or loss of benefits under any agreement, mortgage, deed of trust, lease, franchise, licence, indenture, permit, or other instrument to which ABS or any of its subsidiaries is a party or by which ABS or any of its subsidiaries or any of their respective properties may be bound or affected, in each case which would have a material adverse effect on the condition (financial or otherwise), properties, business, prospects, or results of operations of ABS and its subsidiaries taken as a whole (a "Material Adverse Effect") or which would restrict the power of ABS to perform its obligations as contemplated by this Agreement or the Alliance Agreements or, (iii) violate, to ABS's knowledge, any statute or any authorization, judgment, decree, order, rule or regulation of any court or any regulatory body, administrative agency, or other governmental body applicable to ABS or any of its subsidiaries or any of their respective properties.

(e) Except as disclosed on EXHIBIT - SECTION 2 (SCHEDULE OF EXCEPTIONS) item 1 hereto, the Company does not have or otherwise contribute to or participate in any employee benefit plan subject to the Employee Retirement Income Security Act of 1974.

2.2 ORGANIZATION, GOOD STANDING AND QUALIFICATION.

(a) ABS and each of its subsidiaries, has been duly incorporated and is validly existing as a corporation in good standing under the laws of its jurisdiction of incorporation, with full power and authority (corporate and other) to own and lease its properties and conduct its businesses as presently conducted and as proposed to be conducted. ABS and each of its subsidiaries is duly qualified to do business and in good standing as a foreign corporation in each jurisdiction in which the ownership or leasing of properties or the conduct of its business requires such qualification, except for jurisdictions in which the failure to so qualify would not have a Material Adverse Effect; and no proceeding has been instituted in any such jurisdiction, revoking, limiting or curtailing, or seeking to revoke, limit or curtail such power and authority or qualification.

(b) Except as set forth on EXHIBIT - SECTION 2 (SCHEDULE OF EXCEPTIONS) item 2, ABS has no direct or indirect loans to any partnership, corporation, joint venture, business association, or other entity, nor does it own or control, directly or indirectly, any interest in any partnership, corporation, joint venture, association, or entity which is material to its business. With respect to any person, the term "subsidiary" means any corporation more than fifty percent (50%) of whose total interest is, directly or indirectly, owned by that person. The term "affiliate" when used to indicate a relationship with a specified person, shall mean a person that directly, or indirectly through one or more intermediaries, control, or is controlled by, or is under common control with, such specified person.

(c) ABS has delivered to Abbott complete and correct copies of its Certificate of Incorporation and Bylaws as amended to the date hereof, and will furnish to Abbott true and correct copies of any amendments thereto throughout the term of this Agreement.

2.3 CAPITALIZATION.

(a) The authorized capital stock of ABS consists of 100,000,000 shares of Class A Common Stock, and 3,000,000 shares of Class B common stock (the "Class B Common Stock"). The Board of Directors has approved the solicitation of stockholder consents to amend ABS's Certificate of Incorporation to authorize up to 10,000,000 shares of preferred stock, \$.001 par value per share (the "Preferred Stock"), of which it intends to designate 6,000 as Series A Preferred Stock.

(b) As of January 14, 2000, there were 36,918,510 shares of Class A Common Stock issued and outstanding, 3,000,000 shares of Class B Common Stock issued and outstanding and no shares of Preferred Stock issued and outstanding. All such issued and outstanding shares have been duly authorized and validly issued and are fully paid and non-assessable and no issued and outstanding shares are subject to preemptive rights created by statute, the ABS Certificate of Incorporation or Bylaws, or any agreement to which ABS is a party or by which ABS may be bound.

(c) All outstanding shares of ABS's capital stock have been issued in compliance with applicable federal and state securities laws.

(d) ABS has reserved for issuance an aggregate of approximately 8,248,000 shares of Class A Common Stock for issuance in connection with options and warrants.

(e) Except (i) as set forth in Section 2.3(d) above and on EXHIBIT - SECTION 2 (SCHEDULE OF EXCEPTIONS) item 3, and (ii) for the right of Abbott to acquire the Shares under this Agreement, there are no other options, warrants, conversion privileges, or other contractual rights presently outstanding or in existence to purchase or otherwise acquire any authorized but unissued shares of ABS's capital stock or other securities or the capital stock or other securities of any subsidiary of ABS.

2.4 SECTION 203 OF THE DELAWARE GENERAL CORPORATION LAW.

The purchase and sale of the Shares pursuant to this Agreement has been approved by the Board of Directors of ABS prior to the date of this Agreement for the purposes of Section 203 of the Delaware General Corporation Law ("Section 203") such that after the date of this Agreement, neither Abbott nor any of its affiliates will be subject to the restrictions on business combination transactions set forth in Section 203 with respect to ABS on account of such purchase.

2.5 VALID ISSUANCE OF CLASS A COMMON STOCK. The Shares have been duly authorized and, when issued, delivered, and paid for in the manner set forth in this Agreement, will be duly authorized, validly issued, fully paid and nonassessable, and Abbott shall have good and marketable title to the Shares free of any liens or restrictions (unless created by Abbott), other than the restrictions expressly set forth in this Agreement or the Alliance Agreements or under applicable state and federal securities laws. No preemptive rights or other rights to subscribe for or purchase exist with respect to the issuance and sale of the Shares by ABS pursuant to this Agreement.

2.6 GOVERNMENTAL CONSENTS. Other than compliance with the Securities Act of 1933, as amended (the "Securities Act") and such filings as may be required to be made with the National Association of Securities Dealers, no consent, approval order or authorization of, or

registration, qualification, designation, declaration or filing with, any federal, state or local governmental authority on the part of ABS is required in connection with the consummation of the transactions contemplated by this Agreement.

2.7 OFFERING. Subject in part to the truth and accuracy of Abbott's representations set forth in SECTION 3 of this Agreement, the offer, sale, and issuance of the Class A Common Stock as contemplated by this Agreement are exempt from the registration requirements of the Securities Act, and neither ABS nor any authorized agent acting on its behalf will take any action hereafter that would cause the loss of such exemption.

2.8 LITIGATION. Other than as disclosed in its SEC Documents, there are no legal or governmental actions, suits or proceedings pending or, to ABS's knowledge, threatened to which ABS or any of its subsidiaries is or may be a party or of which property owned or leased by ABS or any of its subsidiaries is or may be the subject, which actions, suits or proceedings might, individually or in the aggregate, prevent or adversely affect the transactions contemplated by this Agreement or result in a Material Adverse Effect. ABS is not a party or subject to the provisions of any material injunction, judgment, decree or order of any court, regulatory body, administrative agency, or other governmental body. There are no material legal or governmental actions, suits, or proceedings pending or, to ABS's knowledge, threatened against any executive officers or directors of ABS.

2.9 DISCLOSURE. ABS has provided Abbott with all the information that Abbott has requested for deciding whether to purchase the Class A Common Stock. Neither this Agreement, nor any other statements or certificates made or delivered in connection herewith or therewith contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements herein or therein not misleading.

2.10 CHANGES. Since September 30, 1999, except as otherwise disclosed in the Schedule of Exceptions:

(a) ABS has not incurred any material liabilities or obligations, indirect, direct or contingent, or entered into any material verbal or written agreement or other transaction which is not in the ordinary course of business;

(b) ABS has not sustained any material loss or interference with its business or properties from fire, flood, windstorm, accident, or other calamity, whether or not covered by insurance;

(c) ABS has not paid or declared any dividends or other distributions with respect to its capital stock and ABS is not in default in the payment of principal or interest on any outstanding debt obligations;

(d) there has not been any change in the capital stock or, other than in the ordinary course of business, indebtedness material to ABS; and

(e) there has not been any event, change or development resulting in or which may reasonably be expected to result in a Material Adverse Event.

2.11 SEC DOCUMENTS.

(a) Since January 1, 1997 ABS has filed each statement, annual, quarterly, and other report, registration statement and definitive proxy statement required to be filed (other than preliminary material) by ABS with the United States Securities and Exchange Commission (the "SEC Documents"). As of their respective filing dates, the SEC Documents complied in all material respects with the requirements of the Securities Act or the Securities Exchange Act of 1934, as amended (the "Securities Exchange Act") as the case may be, and none of the SEC Documents contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements made therein, in light of the circumstances in which they were made, not misleading.

(b) The audited consolidated financial statements and unaudited consolidated interim financial statements of ABS included in ABS's SEC Documents fairly present in all material respects in conformity with generally accepted accounting principles applied on a consistent basis (except as may be indicated in the notes thereto), the consolidated financial position of ABS as of the dates thereof and ABS's consolidated results of operations and cash flows for the periods then ended. Except as reflected or reserved against in the consolidated balance sheet of ABS at September 30, 1999 or the Schedule of Exceptions, ABS has no liabilities of any nature (whether accrued, absolute, contingent or otherwise), except for liabilities incurred in the ordinary course of business since that date and liabilities which would not, individually or in the aggregate, have a Material Adverse Effect.

2.12 USE OF PROCEEDS. ABS will use the proceeds from the sale of the Shares for research and development and for working capital.

3. REPRESENTATIONS, WARRANTIES AND COVENANTS OF ABBOTT. Abbott hereby represents, warrants, and covenants to ABS that:

3.1 AUTHORIZATION. Abbott has full power and authority to execute and deliver, and to consummate the transactions contemplated by the Share Closing and this Agreement. All corporate action on the part of Abbott necessary for (i) the execution and delivery of, and the consummation of the transactions contemplated by, this Agreement; and (ii) as of the Share Closing, the performance of all obligations of Abbott under this Agreement, has been taken. Assuming the due and proper execution and delivery by ABS, this Agreement, upon execution and delivery by Abbott, constitutes a legal, valid and binding obligation of Abbott, enforceable in accordance with its terms, except as may be limited by (i) applicable bankruptcy, insolvency, reorganization, or other laws of general application relating to or affecting the enforcement of creditors rights generally, and (ii) the effect of rules of law governing the availability of equitable remedies.

3.2 PURCHASE ENTIRELY FOR OWN ACCOUNT. This Agreement is made with Abbott in reliance upon Abbott's representation to ABS, which by Abbott's execution of this Agreement Abbott hereby confirms, that the shares to be received by Abbott will be acquired for investment for Abbott's own account, not as a nominee or agent, and not with a view to the resale or distribution of any part thereof, and that Abbott has no present intention of selling, granting any participation in, or otherwise distributing the same. By executing this Agreement,

Abbott further represents that Abbott does not have any contract, undertaking, agreement or arrangement with any person to sell, transfer or grant participations to such person or to any third person, with respect to any of the Shares.

3.3 GOVERNMENTAL CONSENTS. Other than compliance with the Securities Act, the Securities Exchange Act, and such filings as may be required to be made with the Securities and Exchange Commission or the National Association of Securities Dealers, no consent, approval, order or authorization of, or registration, qualification, designation, declaration or filing with, any federal, state or local governmental authority on the part of Abbott is required in connection with the consummation of the transactions contemplated by this Agreement.

3.4 NO CONSENT. No consent, approval, waiver or other action by any entity under any material contract, agreement, indenture, lease, instrument, or other document to which Abbott is a party or by which it is bound is required or necessary for the execution, delivery and performance of, or the consummation of the transactions contemplated by, this Agreement by Abbott.

3.5 DISCLOSURE OF INFORMATION. Abbott believes it has received all the information it considers necessary or appropriate for deciding whether to purchase the Shares. Abbott further represents that it has had an opportunity to ask questions and receive answers from ABS regarding the terms and conditions of the offering of the Shares and the business, properties, prospects, and financial condition of ABS. The foregoing, however, does not limit or modify the representations and warranties of ABS in SECTION 2 of this Agreement or the right of Abbott to rely on those representations and warranties.

3.6 INVESTMENT EXPERIENCE. Abbott is an investor in securities of companies in the development stage and acknowledges that it is able to fend for itself, can bear the economic risk of its investment, and has such knowledge and experience in financial or business matters that it is capable of evaluating the merits and risks of the investment in the Shares. Abbott has not been organized for the purpose of acquiring the Shares.

3.7 RESTRICTED SECURITIES. Abbott understands that the Shares it is purchasing are characterized as "restricted securities" under the federal securities laws inasmuch as they are being acquired from ABS in a transaction not involving a public offering and that under such laws and applicable regulations such securities may be resold without registration under the Securities Act only in certain limited circumstances. In this connection, Abbott represents that it is familiar with Securities and Exchange Commission Rule 144, as presently in effect, and understands the resale limitations imposed thereby and by the Securities Act.

3.8 LEGENDS.

(a) Each certificate or instrument representing Shares shall bear legends in substantially the following forms:

"THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 (THE "SECURITIES ACT") AND ARE "RESTRICTED SECURITIES" AS DEFINED

IN RULE 144 PROMULGATED UNDER THE SECURITIES ACT. THE SECURITIES MAY NOT BE SOLD OR OFFERED FOR SALE OR OTHERWISE DISTRIBUTED EXCEPT (I) IN CONJUNCTION WITH AN EFFECTIVE REGISTRATION STATEMENT FOR THE SECURITIES UNDER THE SECURITIES ACT, OR (II) IN COMPLIANCE WITH RULE 144, OR (III) PURSUANT TO AN OPINION OF COUNSEL SATISFACTORY TO THE ISSUER OF THESE SECURITIES THAT SUCH REGISTRATION OR COMPLIANCE IS NOT REQUIRED AS TO SUCH SALE, OFFER OR DISTRIBUTION".

(b) The certificate shall also bear any other legends required by Delaware law or applicable blue sky or state securities laws.

Except as provided in the Registration Rights Agreement, ABS need not register a transfer of any of the Shares and may also instruct its transfer agent not to register a transfer of any Shares, unless the conditions specified in the foregoing legends are satisfied to the extent applicable.

3.9 ACCREDITED INVESTOR. Abbott is an "accredited investor" within the meaning of Securities and Exchange Commission Rule 501 of Regulation D, as now in effect.

4. CONDITIONS OF ABBOTT'S OBLIGATIONS AT SHARE CLOSING. Abbott's obligations to purchase the Shares at the Share Closing are subject to fulfillment, on or prior to the Share Closing with respect to the Shares, of each of the following conditions unless waived by Abbott.

4.1 REPRESENTATIONS AND WARRANTIES. The representations and warranties of ABS contained in SECTION 2 shall be true and correct when made and at the Share Closing with the same effect as though such representations and warranties had been made on and as of the date of the Share Closing.

4.2 PERFORMANCE. ABS shall have performed and complied with all agreements, obligations, and conditions contained in this Agreement that are required to be performed or complied with by it on or before the Share Closing.

4.3 QUALIFICATIONS. All authorizations, approvals, or permits, if any, of any governmental authority or regulatory body of the United States or of any state that are required in connection with the lawful issuance and sale of the Shares pursuant to this Agreement shall be duly obtained and effective as of the Share Closing.

4.4 PROCEEDINGS AND DOCUMENTS. All corporate and other proceedings in connection with the transactions contemplated at the Share Closing and all documents incident thereto shall be reasonably satisfactory in form and substance to Abbott, and it shall have received all such counterpart original and certified or other copies of such documents as it may reasonably request.

4.5 ALLIANCE AGREEMENTS. The parties shall have entered into each of the Alliance Agreements and the Alliance Agreements remain in full force and effect.

4.6 OPINION OF COUNSEL TO ABS. Abbott shall have received from Brown, Rudnick, Freed & Gesmer, counsel to ABS, an opinion addressed to it, dated as of the date of the Share Closing and in substantially the form of EXHIBIT 4.6.

4.7 NO ORDER PENDING. There shall not then be in effect any order enjoining or restraining the transactions contemplated by this Agreement or the Alliance Agreements.

4.8 COMPLIANCE CERTIFICATE. ABS shall have delivered to Abbott a certificate, in substantially the form of EXHIBIT 4.8, executed on behalf of ABS by the Chief Executive Officer of ABS, dated as of the date of the Share Closing and certifying to the fulfillment of the conditions specified in SECTION 4.1.

5. CONDITIONS OF ABS'S OBLIGATIONS AT SHARE CLOSING. ABS's obligations to issue and sell the Shares at the Share Closing are subject to fulfillment, on or prior to the Share Closing with respect to the Shares, of each of the following conditions unless waived by ABS.

5.1 REPRESENTATIONS AND WARRANTIES. The representations and warranties of Abbott contained in SECTION 3 shall be true and correct when made and at the Share Closing with the same effect as though such representations and warranties had been made on and as of the date of the Share Closing.

5.2 PAYMENT OF PURCHASE PRICE. Abbott shall have delivered the purchase price for the Shares.

5.3 QUALIFICATIONS. All authorizations, approvals, or permits, if any, of any governmental authority or regulatory body of the United States or of any state that are required in connection with the lawful issuance and sale of the Shares pursuant to this Agreement shall be duly obtained and effective as of the Share Closing for those shares.

5.4 ALLIANCE AGREEMENTS. The parties shall have entered into each of the Alliance Agreements and the Alliance Agreements remain in full force and effect.

5.5 OPINION OF COUNSEL TO ABBOTT. ABS shall have received from Brian J. Smith, Divisional Vice President, Domestic Legal Operations and Assistant Secretary, an opinion addressed to it, dated as of the date of the Share Closing and certifying, in substantially the form of EXHIBIT 5.5.

5.6 NO ORDER PENDING. There shall not then be in effect any order enjoining or restraining the transactions contemplated by this Agreement or the Alliance Agreements.

5.7 COMPLIANCE CERTIFICATE. Abbott shall have delivered to ABS a certificate, in substantially the form of EXHIBIT 5.7, executed on behalf of Abbott by an officer of Abbott, dated as of the date of the Share Closing and certifying to the fulfillment of the conditions specified in SECTION 5.1.

6. MISCELLANEOUS.

6.1 SURVIVAL OF WARRANTIES. The warranties, representations and covenants of ABS and Abbott contained in or made pursuant to this Agreement shall survive the execution and delivery of this Agreement and the Share Closing and shall in no way be affected by any investigation of the subject matter thereof made by or on behalf of Abbott or ABS.

6.2 ENTIRE AGREEMENT; CONTROLLING DOCUMENT. This Agreement and the Alliance Agreements constitute the entire agreement of the parties with respect to the subject matter hereof and supersede any and all prior negotiations, correspondence and understandings between the parties with respect to the subject matter hereof, whether oral or in writing.

6.3 ASSIGNMENT: SUCCESSORS AND ASSIGNS. No provision of this Agreement may be assigned without the prior written consent of the other party hereto. Except as otherwise provided herein, the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties (including transferees of any of the Shares). Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

6.4 COUNTERPARTS. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

6.5 DELAY AND WAIVER. No delay on the part of either party in exercising any right under this Agreement shall operate as a waiver of such right. The waiver by either party of any other term or condition of this Agreement shall not be construed as a waiver of a subsequent breach or failure of the same term or condition or a waiver of any other term or condition contained in this Agreement.

6.6 ASSIGNMENT: SUCCESSORS AND ASSIGNS. No provision of this Agreement may be assigned without the prior written consent of the other party hereto. Except as otherwise provided herein, the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

6.7 GOVERNING LAW. This Agreement shall be governed by and construed under the laws of the State of Delaware without regard to conflict of law principles.

6.8 NOTICES, ETC. All notices and other communications required or permitted hereunder shall be in writing and shall be sent by personal delivery, facsimile, overnight courier or mailed by certified or registered mail, postage prepaid, return receipt requested, to the facsimile number or address as follows:

ABS: American Biogenetic Sciences, Inc.
1375 Akron Street

Copliague, NY 11726
Telephone: (516) 789-2600
Facsimile: (516) 789-1661
Attention: Chairman

with a copy (which will not constitute notice) to:

Brown, Rudnick, Freed & Gesmer
One Financial Square
Boston, MA 02111
Telephone: (617) 856-8327
Facsimile: (617) 856-8201
Attention: Mark A. Hofer, Esq.

Abbott: Abbott Laboratories
100 Abbott Park Road
Dept. 309, Bldg. AP30
Abbott Park, IL 60064-3537
Telephone: (847) 938-6863
Facsimile: (847) 938-5383
Attention: Senior Vice President,
Pharmaceutical Operations

with a copy (which will not constitute notice) to:

Abbott Laboratories
100 Abbott Park Road
Dept. 364, Bldg. AP6D
Abbott Park, Illinois 60064-6049
Telephone: (847) 937 - 8906
Facsimile: (847) 938 - 6277
Attention: Senior Vice President, Secretary
and General Counsel

or to such other facsimile number or address provided to the parties to this Agreement in accordance with this SECTION 6.8. Such notices or other communications shall be deemed delivered upon receipt, in the case of overnight delivery, personal delivery or facsimile transmission (as evidenced by the confirmation thereof), or 2 days after deposit in the mails (as determined by reference to the postmark).

6.9 TITLES AND SUBTITLES. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

6.10 EXPENSES. Irrespective of whether either of the Share Closing is effected, each party shall pay all costs and expenses that it incurs with respect to the negotiation, execution, delivery and performance of this Agreement.

6.11 ALTERNATIVE DISPUTE RESOLUTION. The parties shall attempt to resolve amicably disputes arising between them regarding the validity, construction, enforceability or performance of the terms of this Agreement and any differences or disputes in the interpretation of the rights, obligations, liabilities and/or remedies under this Agreement, that have been identified in a written notice from one party to the other, by good faith settlement discussions between the Senior Vice President, Pharmaceutical Operations of Abbott and the Chief Executive Officer of ABS. The parties agree that any dispute that arises in connection with the Agreement, that cannot be resolved amicably by such representatives within thirty (30) days after the receipt of such written notice, shall be resolved by binding Alternative Dispute Resolution in the manner described in EXHIBIT C to the License Agreement.

6.12 AMENDMENTS AND WAIVERS. Any term of this Agreement may be amended and the observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively) only with the written consent of ABS and Abbott. Any amendment or waiver effected in accordance with this paragraph shall be binding upon each holder of any securities purchased under this Agreement at the time outstanding (including securities into which such securities are convertible), each future holder of all such securities and ABS.

6.13 SEVERABILITY. If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provision shall be excluded from this Agreement and the balance of the Agreement shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms.

6.14 FURTHER ASSURANCES. ABS and Abbott shall do and perform or cause to be performed all such further acts and things and shall execute and deliver all such other agreements, certificates, instruments or documents as the other party may reasonably request from time to time in order to carry out the intent and purposes of this Agreement and the consummation of the transactions contemplated by the Agreement. Neither ABS nor Abbott shall voluntarily undertake any course of action inconsistent with the satisfaction of the requirements applicable to them as set forth in this Agreement, and each shall promptly do all such acts and take all such measures as may be appropriate to enable them to perform as early as practicable their obligations under this Agreement.

6.15 NO THIRD PARTY RIGHTS. Nothing in this Agreement shall create or be deemed to create any rights in any person or entity not a party to his Agreement.

6.16 MUTUAL DRAFTING. This Agreement is the joint product of ABS and Abbott and each provision of the Agreement has been subject to consultation, negotiation and agreement of ABS and Abbott and their respective legal counsel and advisers and any rule of construction that a document shall be interpreted or construed against the drafting party shall not apply.

6.17 FINDER'S FEE.

(a) Each party represents that it neither is nor will be obligated for any finder's fee or commission in connection with this transaction. Abbott agrees to indemnify and hold

harmless ABS from any liability for any commission or compensation in the nature of a finder's fee (and the costs and expenses of defending against such liability or asserted liability) for which such Abbott or any of its officers, partners, employees or representatives is responsible.

(b) ABS agrees to indemnify and hold harmless Abbott from any liability for any commission or compensation in the nature of a finders' fee (and the costs and expenses of defending against such liability or asserted liability) for which ABS or any of its officers, employees or representatives is responsible.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

AMERICAN BIOGENETIC SCIENCES, INC.

By: _____
Alfred J. Roach
Chairman

ABBOTT LABORATORIES:

By: _____

Title: _____

EXHIBIT - SECTION 2
SCHEDULE OF EXCEPTIONS

1. SECTION 2.1(e) - EMPLOYEE BENEFIT PLANS
2. SECTION 2.2(b) - LOANS / SUBSIDIARIES AND AFFILIATES
NAME PERCENTAGE OWNERSHIP AMOUNT OF LOAN
3. SECTION 2.3(e) - OPTIONS, WARRANTS, CONVERSION PRIVILEGES OR OTHER CONTRACTUAL RIGHTS

EXHIBIT 3

REGISTRATION RIGHTS AGREEMENT

THIS REGISTRATION RIGHTS AGREEMENT (this "Agreement") is made as of this ____ day of January, 2000, by and between American Biogenetic Sciences, Inc., a Delaware corporation ("ABS"), and Abbott Laboratories, an Illinois corporation ("Abbott").

RECITALS

WHEREAS, ABS and Abbott are parties to an Exclusive License Agreement (the "License Agreement") and a Stock Purchase Agreement (the "Stock Purchase Agreement"), both of which are of even date herewith; and;

WHEREAS, the execution and delivery of this Agreement are a condition to the Share Closing of the Stock Purchase Agreement;

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. DEFINITIONS. All terms not otherwise defined in this Agreement shall have the same meanings ascribed to them in the Stock Purchase Agreement. For purposes of this Agreement:

1.1 EXCHANGE ACT. The term "Exchange Act" shall mean the Securities Exchange Act of 1934, as amended.

1.2 REGISTER, REGISTERED, AND REGISTRATION. The terms "register," "registered," and "registration" refer to a registration effected by preparing and filing a registration statement or similar document in compliance with the Securities Act, and the declaration or ordering of effectiveness of such registration statement or document.

1.3 REGISTRABLE SECURITIES. The term "Registrable Securities" means such portion of the Shares that has not previously been registered or sold to the public.

1.4 REGISTRATION STATEMENT. The term "Registration Statement" means a registration statement filed with the SEC under the Securities Act to register the resale of the Registrable Securities by Abbott.

1.5 RULE 144. The term "Rule 144" shall mean Rule 144 promulgated by the SEC (or its successor rule).

1.6 SEC. The term "SEC" shall mean the Securities and Exchange Commission.

1.7 SECURITIES ACT. The term "Securities Act" means the Securities Act of 1933, as amended.

1.8 SHARES. The term "Shares" means the shares of Class A common stock of ABS, \$.001 par value per share, issued to Abbott pursuant to the Stock Purchase Agreement and any common stock of ABS issued as a dividend or other distribution with respect to such common stock.

2. REGISTRATION. ABS covenants and agrees as follows:

2.1 REGISTRATION RIGHTS - GENERALLY. At any time after the first anniversary of this Agreement, Abbott may request ABS to file a Registration Statement registering the resale of the Shares. Within forty-five (45) days following such request, ABS shall prepare and file a Registration Statement on Form S-3 (or such other short form registration statement as is then available) and any related qualification or compliance with respect to all of the Shares so as to permit or facilitate the sale and distribution of all of the Shares. ABS agrees to use reasonable commercial efforts to cause the Registration Statement to be declared effective as soon as practicable after filing, but in any event no later than three (3) business days after any notification by the SEC of its decision not to review the Registration Statement or its determination that it has completed its review of the Registration Statement and will accept an acceleration request. ABS agrees it will not include any securities of ABS other than the Shares and will not permit any other person or entity to include any additional securities in the Registration Statement to be filed pursuant to this SECTION 2.1.

2.2 PIGGYBACK REGISTRATION RIGHTS. If, at any time after the first anniversary of this Agreement, ABS shall determine to register any of its securities, either for its own account or the account of a security holder or holders exercising their respective registration rights, other than (i) a registration relating solely to employee benefit plans on Form S-8 (or a similar successor form), or (ii) a registration on Form S-4 (or a similar successor form) relating solely to a transaction subject to Rule 145 under the Securities Act, ABS will promptly give Abbott written notice thereof, and subject to the terms of SECTION 2.3 below, use its reasonable efforts to include in such registration (and any related qualification under blue sky laws or other compliance), and in any underwriting involved therein, all Registrable Securities specified in a written request to ABS made within fifteen (15) business days after the receipt of such written notice by Abbott.

2.3 UNDERWRITING.

- (a) If the registration of which ABS gives notice pursuant to SECTION 2.2 is for a registered offering involving an underwriting, then Abbott's right to registration shall be conditioned upon Abbott's participation in the underwriting and the inclusion of Abbott's Registrable Securities in the underwriting to the extent provided in this Agreement. Abbott (together with ABS and the holders of other securities of ABS distributing their securities through that underwriting (such other holders being termed the "Other Holders")) shall enter into an underwriting agreement in customary

form with the representative of the underwriter or underwriters selected by ABS.

- (b) Notwithstanding any other provision of this SECTION 2, if the representative of the underwriters advises ABS in writing that marketing factors require a limitation on the number of shares to be underwritten, then ABS shall so inform Abbott and the Other Holders. The number of shares of ABS common stock being sold by ABS for its own account shall not be reduced by operation of this SECTION 2.3. The number of shares of Registrable Securities held by Abbott and the Other Holder(s) that may be included in the underwriting (in addition to those being sold by ABS for its own account) shall be allocated among Abbott and the Other Holders in proportion (as nearly as practicable) to the amount of Registrable Securities owned by each such holder.
- (c) Any holder which does not agree to the terms of the such underwriting shall be excluded from that underwriting by written notice from ABS or the underwriter. Any Registrable Securities or other securities excluded or withdrawn from that underwriting shall be withdrawn from the registration.

2.4 REGISTRATION EXPENSES. ABS shall pay all "registration expenses" (as defined below) in connection with any registration, qualification or compliance under this Agreement. Abbott shall pay all "selling expenses" (as defined below). The term "registration expenses" shall mean all expenses, except for selling expenses, incurred by ABS in complying with the registration provisions of this Agreement, including, without limitation, all registration, qualification and filing fees, printing expenses, escrow fees, fees and disbursements of counsel for ABS, accounting fees, blue sky fees and expenses, and the expense of any attest service incident to or required by any such registration. The term "selling expenses" shall mean all selling commissions, underwriting fees and stock transfer taxes applicable to the Shares and all fees and disbursements of counsel for Abbott.

2.5 OBLIGATIONS OF ABS. In the case of a registration effected by ABS pursuant to this SECTION 2, ABS will use reasonable efforts to:

- (a) keep such registration effective until the earliest of:
 - (i) such date as all of the Shares have been sold, or
 - (ii) if ABS is not then eligible to effect such registration on Form S-3 (or a similar successor form), one hundred and twenty (120) days after the effective date of the Registration Statement, or

- (iii) the termination of the registration rights pursuant to SECTION 2.9 hereof.
- (b) prepare and file with the SEC such amendments and supplements to the Registration Statement and the prospectus used in connection with the Registration Statement as may be necessary to comply with the provisions of the Securities Act with respect to the disposition of all securities covered by the Registration Statement;
- (c) furnish such number of prospectuses, prospectus supplements, and other documents incident thereto, including any amendment of or supplement to the prospectus, as Abbott from time to time may reasonably request;
- (d) cause all Shares registered as described herein to be listed on any securities exchange or quoted on any quotation service on which similar securities issued by ABS are then listed or quoted;
- (e) provided a transfer agent and registrar for all Registrable Securities registered pursuant to the Registration Statement and a CUSIP number for all such Shares;
- (f) otherwise use reasonable efforts to comply with all applicable rules and regulations of the SEC; and
- (g) file the documents required of ABS and otherwise use reasonable efforts to maintain requisite blue sky clearance in:
 - (i) all jurisdictions in which any of the Shares are originally sold; and
 - (ii) all other states specified in writing by Abbott, provided as to this clause (ii), however, that ABS shall not be required to qualify to do business or consent to service of process in any state in which it is not now so qualified or has not so consented.

2.6 SELLING PROCEDURES.

- (a) In the event Abbott intends to sell Shares pursuant to a Registration Statement, Abbott shall give ABS five (5) business days notice of its intent to sell in reliance on such Registration Statement (the "Notice of Sale"). ABS may refuse to permit Abbott to resell any Shares pursuant to the Registration Statement; provided, however, that in order to exercise this right, ABS must

deliver a certificate in writing within three (3) business days following the Notice of Sale to Abbott to the effect that a sale pursuant to the Registration Statement in its then current form could constitute a violation of the federal securities laws. In such an event, ABS shall either (i) use commercially reasonable efforts to promptly amend the Registration Statement, if necessary, and take all other actions necessary to allow such sale under the federal securities laws, and shall notify Abbott promptly after it has determined that such sale has become permissible under the federal securities laws, or (ii) exercise its right under paragraph (b) below to delay the sale.

- (b) If in the good faith judgment of the Board of Directors of ABS, after consultation with counsel, the filing of a Registration Statement or an amendment thereto or prospectus supplement so as permit the proposed sale without a violation of securities laws would materially adversely affect a pending or scheduled public offering, or an acquisition, merger, or similar transaction, or negotiations of either of the foregoing, or would require the disclosure of another material development prior to the time it would otherwise be required to be disclosed in a manner adverse to the best interests of ABS, then it may decline to permit the resale of any Shares pursuant to the Registration Statement for up to a maximum of ninety (90) days, provided that it may not exercise this right more than twice in any twelve (12) month period. Abbott hereby covenants and agrees that it will not sell any Shares pursuant to the Registration Statement during the periods sales in reliance upon the Registration Statement are prohibited as set forth in this SECTION 2.6.

2.7 INFORMATION FROM ABBOTT. It shall be a condition precedent to the obligations of ABS to take any action pursuant to SECTION 2 of this Agreement with respect to the Shares that Abbott shall furnish to ABS such information as ABS may reasonably request, including information regarding Abbott, the Shares held by it, the intended method of disposition of such securities, and such other information as required to effect the registration of the Shares.

2.8 ASSIGNMENT OF REGISTRATION RIGHTS. The right to cause ABS to register the Shares pursuant to this Agreement may be assigned by Abbott to a transferee of the Shares only if:

- (a) ABS is, prior to such transfer, furnished with written notice of the name and address of such transferee and the Shares with respect to which such registration rights are being assigned and a copy of a duly executed written instrument in form reasonably satisfactory to ABS by which such transferee assumes all of the obligations and

liabilities of its transferor hereunder and agrees itself to be bound hereby;

- (b) immediately following such transfer the disposition of the Shares by the transferee is restricted under the Securities Act;
- (c) such assignment includes all of the Shares then held by Abbott; PROVIDED, HOWEVER, that such share limitation shall not apply to transfers by Abbott to its affiliates if all such transferees or assignees agree in writing to appoint a single representative as their attorney-in-fact for the purpose of receiving any notices and exercising their rights under this Agreement; and
- (d) Abbott guarantees the performance of the transferee of its obligations under this Agreement.

2.9 TERMINATION OF REGISTRATION RIGHTS. The registration rights provided in this Agreement shall terminate if Abbott may sell all of the Shares pursuant to Rule 144 in any three (3) month period. Upon the termination of registration rights pursuant to this SECTION 2.9, ABS may withdraw the Registration Statement, or any portion thereof, covering the Shares.

2.10 REPORTS UNDER SECURITIES EXCHANGE ACT OF 1934. With a view to making available to Abbott the benefits of Rule 144 promulgated under the Securities Act and any other rule or regulation of the SEC that may at any time permit Abbott to sell securities of ABS to the public without registration or pursuant to a registration on Form S-3, ABS agrees to:

- (a) make and keep public information available, as those terms are understood and defined in SEC Rule 144, at all times;
- (b) file with the SEC in a timely manner all reports and other documents required of ABS under the Securities Act and the Exchange Act; and
- (c) furnish to Abbott, so long as Abbott owns any Shares, forthwith upon request (i) a written statement by ABS that it has complied with the reporting requirements of SEC Rule 144, the Securities Act and the Exchange Act, or that it qualifies as a registrant whose securities may be resold pursuant to Form S-3, (ii) a copy of the most recent annual or quarterly report of ABS and such other reports and documents so filed by ABS, and (iii) such other information as may be reasonably requested in availing Abbott of any rule or regulation of the SEC that permits the selling of any such securities without registration or pursuant to such form.

3. INDEMNIFICATION AND CONTRIBUTION

3.1 INDEMNIFICATION BY ABS. ABS agrees to indemnify and hold harmless Abbott, each of Abbott's directors, officers and U.S. wholly-owned subsidiaries, and each person, if any, who controls Abbott within the meaning of the Securities Act or the Exchange Act, from and against any losses, claims, damages or liabilities (or actions or proceedings in respect thereof) to which they may become subject (under the Securities Act or otherwise) insofar as such losses, claims, damages or liabilities (or actions or proceedings in respect thereof) arise out of, or are based upon any untrue statements of a material fact contained in (or upon the omission of a material fact from) a Registration Statement delivered or circulated by Abbott in connection with a sale of ABS securities by Abbott, or arise out of any failure by ABS to fulfill any undertaking included in the Registration Statement, and ABS will, as incurred reimburse Abbott and such persons for any legal or other expenses reasonably incurred in investigating, defending or preparing to defend any such action, proceeding or claim; provided, however, that ABS shall not be liable in any such case to the extent that such loss, claim damage or liability arise out of, or is based upon (i) an untrue statement made in (or upon the omission of a material fact from) such Registration Statement in reliance upon and in conformity with written information furnished to ABS by or on behalf of Abbott specifically for use in preparation of the Registration Statement, (ii) the failure of Abbott to comply with the covenants or agreements contained in SECTION 2.6 hereof, or (iii) any untrue statement or omission in any prospectus that is corrected in any subsequent prospectus that was delivered to Abbott prior to the pertinent sale or sales by Abbott.

3.2 INDEMNIFICATION BY ABBOTT. Abbott agrees to indemnify and hold harmless ABS, each of ABS's directors and officers, and each person, if any, who controls ABS within the meaning of the Securities Act or the Exchange Act, from and against any losses, claims, damages or liabilities (or actions or proceedings in respect thereof) to which they may become subject (under the Securities Act or otherwise) insofar as such losses, claims, damages or liabilities (or actions or proceedings in respect thereof) arise out of, or are based upon: (i) either an untrue statement made in or the omission of a material fact from such Registration Statement in reliance upon and in conformity with written information furnished to ABS by or on behalf of Abbott specifically for use in preparation of the Registration Statement, (ii) the failure of Abbott to comply with the covenants or agreements contained in SECTION 2.6 hereof, or (iii) any untrue statement or omission in any prospectus that is corrected in any subsequent prospectus that was delivered to Abbott prior to the pertinent sale or sales by Abbott, and Abbott will, as incurred, reimburse ABS and such persons for any legal or other expenses reasonably incurred in investigating, defending, or preparing to defend any such action, proceeding, or claim; provided, however, that Abbott shall not be liable for any amount in excess of the amount by which the net amount received by Abbott from the sale of the Shares to which such loss relates minus the amount of any damages which Abbott has otherwise been required to pay by reason of such untrue or allegedly untrue statement or omission or alleged omission

3.3 INDEMNIFICATION PROCEDURES. Promptly after receipt by any indemnified party of a notice of a claim or the beginning of any action in respect of which indemnity is to be sought against an indemnifying person pursuant to this SECTION 3, such indemnified person shall notify the indemnifying person in writing of such claim or of the commencement of such action and, subject to the provisions hereinafter stated, in case any such action shall be brought against

an indemnified person and the indemnifying person shall have been notified thereof, the indemnifying person shall be entitled to participate therein, and, to the extent that it shall wish, to assume the defense thereof, with counsel reasonably satisfactory to the indemnified person. After notice from the indemnifying person to such indemnified person of the indemnifying person's election to assume the defense thereof, the indemnifying person shall not be liable to such indemnified person for any legal expenses subsequently incurred by such indemnified person in connection with the defense thereof; provided, however, that if there exists or shall exist a conflict of interest that would make it inappropriate in the reasonable judgment of the indemnified person for the same counsel to present both the indemnified person and such indemnifying person or any affiliate or associate thereof, the indemnified person shall be entitled to retain its own counsel at the expense of such indemnifying person.

3.4 CONTRIBUTION. If the indemnification provided for in this SECTION 3 is unavailable to or insufficient to hold harmless an indemnified party under SECTION 3.1 or 3.2 above in respect of any losses, claims, damages, or liabilities (or actions or proceedings in respect thereof) referred to therein, then each indemnifying party shall contribute to the amount paid or payable by such indemnified party as a result of such losses, claims, damages, or liabilities (or actions in respect thereof) in such proportion as is appropriate to reflect the relative fault of ABS on one hand and Abbott on the other in connection with the statements or omissions which resulted in such losses, claims, damages, or liabilities (or actions in respect thereof), as well as any other relevant equitable considerations. The relative fault shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact related to information supplied by ABS on one hand or Abbott on the other and the parties' relative intent, knowledge, access to information, and opportunity to correct or prevent such statement or omission. ABS and Abbott agree that it would not be just and equitable if contribution pursuant to this SECTION 3.4 were determined by PRO RATA allocation or by any other method of allocation which does not take account of the equitable considerations referred to above in this SECTION 3.4. The amount paid or payable by an indemnified party as a result of the losses, claims, damages, or liabilities (or actions in respect thereof) referred to above in this SECTION 3.4 shall be deemed to include any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending any such action or claim. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation.

3.5 CONTINUING OBLIGATIONS. The obligations of ABS and Abbott under this SECTION 3 shall survive the completion of the offering of the Shares pursuant to the Registration Statement and shall be in addition to any liability that ABS and Abbott may otherwise have.

4. MISCELLANEOUS.

4.1 SURVIVAL OF WARRANTIES. The warranties, representations and covenants of ABS and Abbott contained in or made pursuant to this Agreement shall survive the execution and delivery of this Agreement.

4.2 ENTIRE AGREEMENT, CONTROLLING DOCUMENT. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes any and all prior negotiations, correspondence, and understandings between the parties with respect to the subject matter hereof, whether oral or in writing.

4.3 COUNTERPARTS. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

4.4 DELAY AND WAIVER. No delay on the part of either party in exercising any right under this Agreement shall operate as a waiver of such right. The waiver by either party of any other term or condition of this Agreement shall not be construed as a waiver of a subsequent breach or failure of the same term or condition or a waiver of any other term or condition contained in this Agreement.

4.5 GOVERNING LAW. This Agreement shall be governed by and construed under the laws of the State of Delaware without regard to conflicts of law principles.

4.6 NOTICES, ETC. All notices and other communications required or permitted hereunder shall be in writing and shall be sent by personal delivery, facsimile, overnight courier or mailed by certified or registered mail, postage prepaid, return receipt requested, to the facsimile number or address as follows:

ABS: American Biogenetic Sciences, Inc.
1375 Akron Street
Copiague, NY 11726
Telephone: (516) 789-2600
Facsimile: (516) 789-1661
Attention: Chairman

with a copy (which will not constitute notice)
to:

Brown, Rudnick, Freed & Gesmer
One Financial Center
Boston, MA 02111
Telephone: (617) 856-8200
Facsimile: (617) 856-8201
Attention: Mark A. Hofer, Esq.

Abbott: Abbott Laboratories
100 Abbott Park Road
Dept. 309, Bldg. AP30
Abbott Park, IL 60064-3537
Telephone: (847) 938-6863

Facsimile: (847) 938-5383
Attention: Senior Vice President,
Pharmaceutical Operations

with a copy (which will not constitute notice)
to:

Abbott Laboratories
100 Abbott Park Road
Dept. 364, Bldg. AP6D
Abbott Park, Illinois 60064-6049
Telephone: (847) 937 - 8906
Facsimile: (847) 938 - 6277
Attention: Senior Vice President, Secretary
and General Counsel

or to such other facsimile number or address provided to the parties to this Agreement in accordance with this SECTION 4.6. Such notices or other communications shall be deemed delivered upon receipt, in the case of overnight delivery, personal delivery, or facsimile transmission (as evidenced by the confirmation thereof), or 2 days after deposit in the mails (as determined by reference to the postmark).

4.7 TITLES AND SUBTITLES. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

4.8 EXPENSES. Each party shall pay all costs and expenses that it incurs with respect to the negotiation, execution, and delivery of this Agreement.

4.9 ALTERNATIVE DISPUTE RESOLUTION. The parties agree to effectuate all reasonable efforts to resolve in an amicable manner any and all disputes between them in connection with this Agreement. The parties agree that any dispute that arises in connection with this Agreement, which cannot be amicably resolved informally shall be finally settled as set forth in the Alternative Dispute Resolution provisions of Exhibit C to the License Agreement.

4.10 AMENDMENTS AND WAIVERS. Any term of this Agreement may be amended and the observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively) only with the written consent of ABS and the Abbott.

4.11 SEVERABILITY. If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provision shall be excluded from this Agreement and the balance of the Agreement shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms.

4.12 FURTHER ASSURANCES. ABS and Abbott shall do and perform or cause to be performed all such further acts and things and shall execute and deliver all such other agreements, certificates, instruments, or documents as the other party may reasonably request from time to time in order to carry out the intent and purposes of this Agreement and the consummation of the transactions contemplated by the Agreement. Neither ABS nor Abbott shall voluntarily undertake any course of action inconsistent with the satisfaction of the requirements applicable to them as set forth in this Agreement, and each shall promptly do all such acts and take all such measures as may be appropriate to enable them to perform as early as practicable their obligations under this Agreement.

4.13 NO THIRD PARTY RIGHTS. Nothing in this Agreement shall create or be deemed to create any rights in any person or entity not a party to his Agreement.

4.14 MUTUAL DRAFTING. This Agreement is the joint product of ABS and Abbott and each provision of the Agreement has been subject to consultation, negotiation and agreement of ABS and Abbott and their respective legal counsel and advisers and any rule of construction that a document shall be interpreted or construed against the drafting party shall not apply.

4.15 SEC RULE CHANGES. To the extent necessary to give effect to the agreements and understandings of the parties set forth in this Agreement, any reference in this Agreement to any forms, rules, regulations, or procedures of the SEC or any provision of the Securities Act or the Exchange Act existing as of the date of this Agreement shall be deemed to refer to any modifying, supplementing, or succeeding rules, regulations procedures, or provisions as may exist from time to time after the date of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Registration Rights Agreement as of the date first above written.

AMERICAN BIOGENETIC SCIENCES, INC.

By:

Alfred J. Roach, Chairman

ABBOTT LABORATORIES

By:

Its:

SIGNATURE PAGE TO REGISTRATION RIGHTS AGREEMENT