

**PATENT ASSIGNMENT**

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
KANEGAFUCHI KAGAKU KOGYO K.K.	11/14/2005
RECEIVING PARTY DATA	
Name:	ACTIVBIOTICS, INC.
Street Address:	128 SPRING STREET
City:	LEXINGTON
State/Country:	MASSACHUSETTS
Postal Code:	02421
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	5547683
Patent Number:	6486161
CORRESPONDENCE DATA	
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ATTORNEY DOCKET NUMBER:	ID 011806
NAME OF SUBMITTER:	David J. Cushing
Total Attachments: 1 source=ID 011806 NGB-JLR#page1.tif	

CH \$80.00 5547683

## Assignment

Whereas, Kanegafuchi Kagaku Kogyo K.K., of 2-4, Nakanoshima 3-chome, Kita-ku, Osaka-shi, Osaka-fu, Japan, hereinafter referred to as "Assignor", is the owner of the entire right, title and interest in United States Patents *Nos. 5,547,683 and 6,486,161*; and

Whereas, ActivBiotics Inc., of 128 Spring Street, Lexington, MA 02421, USA, hereinafter referred to as "Assignee", desires to acquire the entire right, title, and interest of the Assignor in the said U.S. Patents;

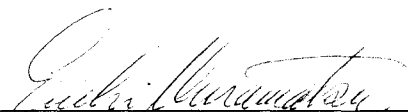
Now, therefore, for valuable consideration, receipt of which is hereby acknowledged, the above-named Assignor hereby sells, assigns and transfers to the above-named Assignee, its successors and assigns, the entire right, title and interest in the said U.S. Patents, and any reissues or re-examinations thereof, together with all claims for damages by reason of past infringement of the said U.S. Patents with the right to Assignee to sue for and collect the same for their own use and enjoyment.

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.

Assignor further covenants that upon request by the Assignee, Assignor will promptly provide to Assignee all pertinent facts and documents relating to the invention claimed in the said U.S. Patents and legal equivalents as may be known and accessible to Assignor, and will testify as to the same in any interference, litigation or proceeding related thereto and will promptly execute and deliver to Assignee or its legal representative any and all papers instruments or affidavits required to apply for, obtain, maintain, issue and enforce the said U.S. Patents which may be necessary by Assignee.

Kanegafuchi Kagaku Kogyo K.K.

Date: *November 14, 2006*

By:   
Eiichi Muramatsu  
Title: General Manager  
Intellectual Property Department