

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Athersys, Inc.	05/22/2007
RECEIVING PARTY DATA	
Name:	Wyeth
Street Address:	Five Giralda Farms
City:	Madison
State/Country:	NEW JERSEY
Postal Code:	07940
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	60611296
Application Number:	11230916
CORRESPONDENCE DATA	
Fax Number:	(617)665-6019
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	6176656003
Email:	lmsmith@wyeth.com
Correspondent Name:	Daniel A. Klein
Address Line 1:	Five Giralda Farms
Address Line 4:	Madison, NEW JERSEY 07940
ATTORNEY DOCKET NUMBER:	AM102887
NAME OF SUBMITTER:	Daniel A. Klein

CH \$80.00 60611296

Total Attachments: 6
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ASSIGNMENT OF PATENTS

This ASSIGNMENT OF PATENTS is made as of this 22nd day of May, 2007, by Athersys, Inc., a Delaware corporation ("Athersys" or "Assignor"), to Wyeth, a Delaware corporation, acting through its Wyeth Pharmaceuticals Division ("Assignee").

RECITALS

Assignee and Assignor are parties to an Asset Purchase and License Agreement dated as of May 22, 2007 (the "Agreement"), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to buy from Assignor the Purchased Assets (as defined in the Agreement), including without limitation certain patents of Assignor. Pursuant to the Agreement, Assignor has agreed to execute a separate Assignment of Patents in order more effectively to assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by the Assignee of, all of such assets.

In accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide right, title, and interest in, to and under Assignor's registered and unregistered domestic and foreign patents and patent applications listed on Schedule A annexed hereto and incorporated herein by reference, all inventions described therein, and all reissues, reexaminations, continuations, divisionals, substitutes, foreign counterparts, and any and all patents, reissues, reexaminations, renewals, extensions and other registrations arising from or claiming priority to any of the foregoing in any and all countries (all of the foregoing being referred to herein as the "Patents").

NOW, THEREFORE, Assignor, for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title, and interest in, to, and under the Patents, together with the goodwill associated therewith or symbolized thereby, including, without limitation, all rights to sue for infringement of any of the Patents, whether arising prior to or subsequent to the date of this Assignment of Patents, the same to be held and enjoyed by the said Assignee, and its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment of Patents not been made.

And Assignor further agree that Assignor will, at Assignee's request and expense, do all lawful and just acts, including, without limitation, testifying in legal or quasi-legal proceedings and executing and acknowledging instruments, that may be or become necessary for obtaining, sustaining or reissuing any of the Patents, and for maintaining and perfecting Assignee's right to said inventions and Patents, including, without limitation, particularly in cases of interference and litigation

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Patents shall be governed by and construed in accordance with the law of the State of New York without regard to any choice of law principle that would dictate the laws of another jurisdiction.

Capitalized terms used herein without definition shall have the respective meanings ascribed to them in the Agreement.

IN WITNESS WHEREOF, Assignor has caused its duly authorized officers to execute this Assignment of Patents as of the date first above written.

ATHERSYS, INC.

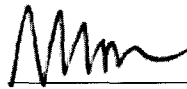
By: William O. Lehmann, Jr.
Name: William O. Lehmann, Jr.
Title: President

THE STATE OF OHIO

County of Cuyahoga

This instrument was executed before me on this 22 day of May, 2007, by William Lehmann (name), the President (title) of Athersys, Inc., a Delaware corporation, on behalf of said corporation.

WITNESS my hand and official seal.



Notary Public in and for
The State of Ohio

MATT SALMON, Notary Public
State of Ohio, Summit County
My Commission Expires April 7, 2012

Printed or Typed Name of Notary

My Commission Expires April 7, 2012

IN WITNESS WHEREOF, Assignee has caused its duly authorized officer to execute this Assignment of Patents as of the date first above written.

**WYETH, acting through its Wyeth
Pharmaceuticals Division**

By: R. J. Smith
Name: Robert J. Smith
Title: Senior Vice President

THE COMMONWEALTH OF PENNSYLVANIA

County of MONTGOMERY

This instrument was executed before me on this 18 day of JUNE, 2007, by ROBERT J. SMITH (name), the SENIOR VICE PRESIDENT (title) of Wyeth, a Delaware corporation, acting through its Wyeth Pharmaceuticals Division, on behalf of said corporation.

WITNESS my hand and official seal.

Judith A. Johnston
Notary Public in and for
The Commonwealth of Pennsylvania

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
JUDITH A. JOHNSTON, Notary Public
Upper Providence Twp., Montgomery Co.
My Commission Expires September 12, 2010
Printed or Typed Name of Notary

My Commission Expires _____

SCHEDULE A

PATENTS

DOCKET NUMBER	COUNTRY	TITLE	APPLICATION NO. / PUBLICATION NO.	PRIORITY INFO
1522.0240000/RWE/RAS	Provisional USA	INDOLE ACETIC ACIDS EXHIBITING CRTH-2 RECEPTOR ANTAGONISM AND USES THEREOF	60:611,316	n/a
ATH10137P00121US 1522.0240001/RWE/RAS	US	INDOLE ACETIC ACIDS EXHIBITING CRTH-2 RECEPTOR ANTAGONISM AND USES THEREOF	11/230,917 Pub. No.: US-2006-0100425	60:611,316
ATH10137P00121PC 1522.024PC01/RWE/RAS	PCT	INDOLE ACETIC ACIDS EXHIBITING CRTH-2 RECEPTOR ANTAGONISM AND USES THEREOF	PCT/US2005/034029 Pub. No.: WO 2006-034419	60:611,316
ATH10137P00121AU	Australia	INDOLE ACETIC ACIDS EXHIBITING CRTH-2 RECEPTOR ANTAGONISM AND USES THEREOF	TBA	PCT/US2005/034029
ATH10137P00121BR	Brazil	INDOLE ACETIC ACIDS EXHIBITING CRTH-2 RECEPTOR ANTAGONISM AND USES THEREOF	TBA	PCT/US2005/034029
ATH10137P00121CA	Canada	INDOLE ACETIC ACIDS EXHIBITING CRTH-2 RECEPTOR ANTAGONISM AND USES THEREOF	TBA	PCT/US2005/034029
ATH10137P00121CN	China	INDOLE ACETIC ACIDS EXHIBITING CRTH-2 RECEPTOR ANTAGONISM AND USES THEREOF	TBA	PCT/US2005/034029
ATH10137P00121EA	Eurasia	INDOLE ACETIC ACIDS EXHIBITING CRTH-2 RECEPTOR ANTAGONISM AND USES THEREOF	TBA	PCT/US2005/034029
ATH10137P00121EC	Ecuador	INDOLE ACETIC ACIDS EXHIBITING CRTH-2 RECEPTOR ANTAGONISM AND USES THEREOF	TBA	PCT/US2005/034029
ATH10137P00121EP	Europe	INDOLE ACETIC ACIDS EXHIBITING CRTH-2 RECEPTOR ANTAGONISM AND USES THEREOF	TBA	PCT/US2005/034029
ATH10137P00121ID	Indonesia	INDOLE ACETIC ACIDS EXHIBITING CRTH-2 RECEPTOR ANTAGONISM AND USES THEREOF	TBA	PCT/US2005/034029
ATH10137P00121IL	Israel	INDOLE ACETIC ACIDS EXHIBITING CRTH-2 RECEPTOR ANTAGONISM AND USES THEREOF	TBA	PCT/US2005/034029
ATH10137P00121IN	India	INDOLE ACETIC ACIDS EXHIBITING CRTH-2 RECEPTOR ANTAGONISM AND USES THEREOF	TBA	PCT/US2005/034029
ATH10137P00121JP	Japan	INDOLE ACETIC ACIDS EXHIBITING CRTH-2 RECEPTOR ANTAGONISM AND USES THEREOF	TBA	PCT/US2005/034029
ATH10137P00121KO	South Korea	INDOLE ACETIC ACIDS EXHIBITING CRTH-2 RECEPTOR ANTAGONISM AND USES THEREOF	TBA	PCT/US2005/034029
ATH10137P00121MX	Mexico	INDOLE ACETIC ACIDS EXHIBITING CRTH-2 RECEPTOR ANTAGONISM AND USES THEREOF	TBA	PCT/US2005/034029
ATH10137P00121MY	Malaysia	INDOLE ACETIC ACIDS EXHIBITING CRTH-2 RECEPTOR ANTAGONISM AND USES THEREOF	TBA	PCT/US2005/034029
ATH10137P00121NZ	New Zealand	INDOLE ACETIC ACIDS EXHIBITING CRTH-2 RECEPTOR ANTAGONISM AND USES THEREOF	TBA	PCT/US2005/034029

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ATH10137P00121PH	Philippines	INDOLE ACETIC ACIDS EXHIBITING CRTH-2 RECEPTOR ANTAGONISM AND USES THEREOF	TBA	PCT/US2005/034029
ATH10137P00121SG	Singapore	INDOLE ACETIC ACIDS EXHIBITING CRTH-2 RECEPTOR ANTAGONISM AND USES THEREOF	TBA	PCT/US2005/034029
1522.0250000/RWE/RAS	Provisional USA	BENZIMIDAZOLE ACETIC ACIDS EXHIBITING CRTH-2 RECEPTOR ANTAGONISM AND USES THEREOF	60/611,296	n/a
ATH10137P00131US 1522.0250001/RWE/RAS	US	BENZIMIDAZOLE ACETIC ACIDS EXHIBITING CRTH-2 RECEPTOR ANTAGONISM AND USES THEREOF	11/230,916 Pub. No.: US-2006-0106081-A1	60/611,296
ATH10137P00131PC 1522.025PC01/RWE/RAS	PCT	BENZIMIDAZOLE ACETIC ACIDS EXHIBITING CRTH-2 RECEPTOR ANTAGONISM AND USES THEREOF	PCT/US2005/034028 Pub. No.: WO 2006-034418	60/611,296
ATH10137P00131AU	Australia	BENZIMIDAZOLE ACETIC ACIDS EXHIBITING CRTH-2 RECEPTOR ANTAGONISM AND USES THEREOF	TBA	PCT/US2005/034028
ATH10137P00131BR	Brazil	BENZIMIDAZOLE ACETIC ACIDS EXHIBITING CRTH-2 RECEPTOR ANTAGONISM AND USES THEREOF	TBA	PCT/US2005/034028
ATH10137P00131CA	Canada	BENZIMIDAZOLE ACETIC ACIDS EXHIBITING CRTH-2 RECEPTOR ANTAGONISM AND USES THEREOF	TBA	PCT/US2005/034028
ATH10137P00131CN	China	BENZIMIDAZOLE ACETIC ACIDS EXHIBITING CRTH-2 RECEPTOR ANTAGONISM AND USES THEREOF	TBA	PCT/US2005/034028
ATH10137P00131EA	Eurasia	BENZIMIDAZOLE ACETIC ACIDS EXHIBITING CRTH-2 RECEPTOR ANTAGONISM AND USES THEREOF	TBA	PCT/US2005/034028
ATH10137P00131EC	Ecuador	BENZIMIDAZOLE ACETIC ACIDS EXHIBITING CRTH-2 RECEPTOR ANTAGONISM AND USES THEREOF	TBA	PCT/US2005/034028
ATH10137P00131EP	Europe	BENZIMIDAZOLE ACETIC ACIDS EXHIBITING CRTH-2 RECEPTOR ANTAGONISM AND USES THEREOF	TBA	PCT/US2005/034028
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ATH10137P00131IL	Israel	BENZIMIDAZOLE ACETIC ACIDS EXHIBITING CRTH-2 RECEPTOR ANTAGONISM AND USES THEREOF	TBA	PCT/US2005/034028
ATH10137P00131IN	India	BENZIMIDAZOLE ACETIC ACIDS EXHIBITING CRTH-2 RECEPTOR ANTAGONISM AND USES THEREOF	TBA	PCT/US2005/034028
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ATH10137P00131NZ	New Zealand	BENZIMIDAZOLE ACETIC ACIDS EXHIBITING CRTH-2 RECEPTOR ANTAGONISM AND USES THEREOF	TBA	PCT/US2005/034028
ATH10137P00131PH	Philippines	BENZIMIDAZOLE ACETIC ACIDS EXHIBITING CRTH-2 RECEPTOR ANTAGONISM AND USES THEREOF	TBA	PCT/US2005/034028
ATH10137P00131SG	Singapore	BENZIMIDAZOLE ACETIC ACIDS EXHIBITING CRTH-2 RECEPTOR ANTAGONISM AND USES THEREOF	TBA	PCT/US2005/034028