

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
GTC Biotherapeutics, Inc.	08/13/2008
RECEIVING PARTY DATA	
Name:	Ovation Pharmaceuticals, Inc.
Street Address:	Four Parkway North
Internal Address:	Suite 200
City:	DEERFIELD
State/Country:	ILLINOIS
Postal Code:	60015
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	7019193
CORRESPONDENCE DATA	
Fax Number:	(312)577-8994
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Email:	deborah.wing@kattenlaw.com
Correspondent Name:	Deborah Wing c/o Katten Muchin Rosenman
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ATTORNEY DOCKET NUMBER:	2013229-41/OVATION
NAME OF SUBMITTER:	Deborah A. Wing
Total Attachments: 2 source=OvationPatent Assignment#page1.tif source=OvationPatent Assignment#page2.tif	

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PATENT ASSIGNMENT

This Patent Assignment is made as of August 13, 2008, by GTC Biotherapeutics, Inc., a corporation organized under the laws of the Commonwealth of Massachusetts (hereinafter “**Assignor**”) to Ovation Pharmaceuticals, Inc., a corporation organized under the laws of the State of Illinois (hereinafter “**Assignee**”).

WHEREAS, Assignor is the owner of the United States Letters Patent No. 7,019,193, issued March 28, 2006, entitled “Treatments Using Transgenic Goat Produced Antithrombin III” (“**Patent**”), and any and all the right, title and interest in and to any and all United States Letters Patents that may be granted for said inventions, and all divisions, continuations, renewals, reissues, and extensions thereof, and the applications therefor, and the right to claim the priority of such Letters Patents in any and all foreign countries where application for patent on said inventions may be filed (collectively, “**Patent Rights**”).

WHEREAS, Assignee is desirous of acquiring Assignor’s entire right, title and interest in and to said Patent and Patent Rights;

WHEREAS, Assignor, Assignee and ATIII LLC, a Delaware limited liability company, have entered into that certain Acquisition, Licensing, Development and Supply Agreement dated as of June 22, 2008, as amended (the “**Agreement**”), whereby Assignor is selling to Assignee the Purchased Patent Rights (as defined in the Agreement); and

WHEREAS, pursuant to the Agreement, Assignor has agreed to assign to Assignee, and Assignee desires to obtain ownership of, all of Assignor’s right, title and interest in and to the Patent and Patent Rights.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and set over unto Assignee Assignor’s entire right, title and interest in and to the Patent and Patent Rights together with the right to seek and/or obtain any recovery, whether in monetary or injunctive or in any other form whatsoever, from any person or entity for past, present and future infringements or other violations of the Patent and/or Patent Rights. This assignment expressly grants Assignee all rights in the Patent and Patent Rights as fully and entirely as the same would have been held and enjoyed by Assignor.

Upon said consideration, Assignor hereby covenants and agrees with Assignee, its successors and assigns, that it will not execute any writing or do any act whatsoever conflicting with the rights granted hereunder, and that Assignor and its successors and assigns shall, at any time upon request, without further or additional consideration, but at the expense of Assignee, its successors and assigns, execute such additional writings and do such additional acts as Assignee, or its successors or assigns, may deem necessary or desirable to perfect Assignee’s enjoyment of this grant.

[Signature page follows]

IN WITNESS WHEREOF, intending to be legally bound hereby, the Assignor has duly executed this instrument.

Signed at Framingham, MA, this 13th day of August, 2008.

GTC Biotherapeutics, Inc.

By: _____

John B. Green

Name: John B. Green

Title: Senior Vice President and Chief Financial Officer

COMMONWEALTH OF MASSACHUSETTS

: ss.

COUNTY OF MIDDLESEX

I, Susan A. Doucette, a Notary Public, in and for the Commonwealth and County aforesaid, do hereby certify that on this 13th day of August, 2008, appeared before me, JOHN B. GREEN, to me personally known, who, being by me duly sworn, did say that he is the Senior Vice President and Chief Financial Officer of GTC Biotherapeutics, Inc., and that said instrument was signed on behalf of said corporation by authority of its Board of Directors and said instrument to be the free act and deed of said corporation.

Subscribed and sworn to before me this 13th day of August, 2008.



SUSAN A. DOUCETTE
Notary Public
Commonwealth of Massachusetts
My Commission Expires
August 16, 2013

Susan A. Doucette

Susan A. Doucette
Notary Public
My Commission Expires: August 16, 2013

[Signature Page to Patent Assignment]

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RECORDED: 08/20/2008

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