

**PATENT ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
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<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
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<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Clinical Data, Inc.	12/12/2008

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	PGxHealth Holding, Inc.
<b>Street Address:</b>	One Gateway Center
<b>Internal Address:</b>	Suite 702
<b>City:</b>	Newton
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	02458

**PROPERTY NUMBERS Total: 14**

Property Type	Number
Application Number:	10965348
Application Number:	10070587
Patent Number:	7122652
Application Number:	10182977
Application Number:	09958635
Patent Number:	6645745
Application Number:	11901238
Application Number:	10479225
Application Number:	10503078
Application Number:	10525360
Application Number:	12221130
Application Number:	12221241
Application Number:	10635780
Patent Number:	6723508

**CH \$560.00 10965348**

CORRESPONDENCE DATA

Fax Number: (646)728-2812

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Email: maria.marley@ropesgray.com

Correspondent Name: Maria E. Marley

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Address Line 2: 1211 Avenue of the Americas

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	106153
NAME OF SUBMITTER:	Maria E. Marley

Total Attachments: 6  
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## ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (this "Agreement") is made effective as of December 12, 2008 (the "Effective Date"), by and between Clinical Data, Inc., a Delaware corporation ("Assignor") and PGxHealth Holding, Inc., a Delaware corporation ("Assignee").

WHEREAS, Assignor is the owner of certain assets which Assignor desires to transfer to Assignee pursuant to an internal reorganization of assets;

WHEREAS, Assignee desires to accept title to such assets;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignor hereby sells, grants, transfers, assigns, conveys and sets over unto Assignee, without recourse, all of the rights, title, interest, powers, privileges, benefits and options accruing to Assignor in, to and under following assets (collectively, the "Assets"):

(a) all rights and obligations of Assignor under all contracts listed on Attachment A attached hereto and incorporated herein by reference; and

(b) all inventions disclosed and claimed in the patents and patent applications listed on Attachment B attached hereto and incorporated herein by reference, together with all rights thereunder or in respect thereto, including without limitation the right to sue for and remedies against past, present and future infringements thereof.

2. Assignee hereby accepts, all of the rights, title, interest, powers, privileges, benefits, obligations, and options accruing to Assignor in, to and under the Assets.

3. Assignor hereby covenants and agrees that it will, at the request of Assignee and without further consideration, execute and deliver, such documents, further instruments of sale, transfer, conveyance and assignment and other papers and take all such further actions as may be necessary to more effectively sell, assign, convey, transfer and deliver to, and vest in, Assignee and its successors and assigns, good, clear record and marketable title to the Assets hereby assigned and conveyed, transferred and delivered, or intended so to be, and to put Assignee in actual possession and operating control thereof, to assist Assignee in exercising all of its rights thereto and to carry out the provisions of this Agreement and the transactions contemplated thereby.

4. Assignor does hereby irrevocably constitute and appoint Assignee, and its successors and assigns, its true and lawful attorney, with full power of substitution, in its name or otherwise, and on behalf of Assignor, or for its own use, to claim, demand, collect and receive at any time and from time to time any and all assets, properties, claims, accounts and other rights, tangible or intangible, hereby sold, assigned, conveyed, transferred, and delivered, or intended so

to be, and to prosecute the same at law or in equity and, upon discharge thereof, to complete, execute and deliver any and all necessary instruments of satisfaction and release.

5. To the extent that any of the Assets shall require the consent of the other party or parties thereto, this instrument shall not constitute an assignment of the same until such consent has been obtained if an assignment or attempted assignment without such consent of said other party would constitute a breach thereof or in any way adversely affect the rights, powers, privileges, or liabilities of the Assignor or Assignee thereunder.

6. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware, as if executed and to be performed wholly within the State of Delaware, and excluding any choice of law rules that may dictate the application of the laws of another state.

7. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which, taken together, shall be deemed to be one and the same instrument.

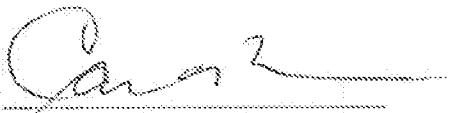
IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment and Assumption Agreement to be duly executed and delivered as of the date set forth above.

ASSIGNOR:

ASSIGNEE:

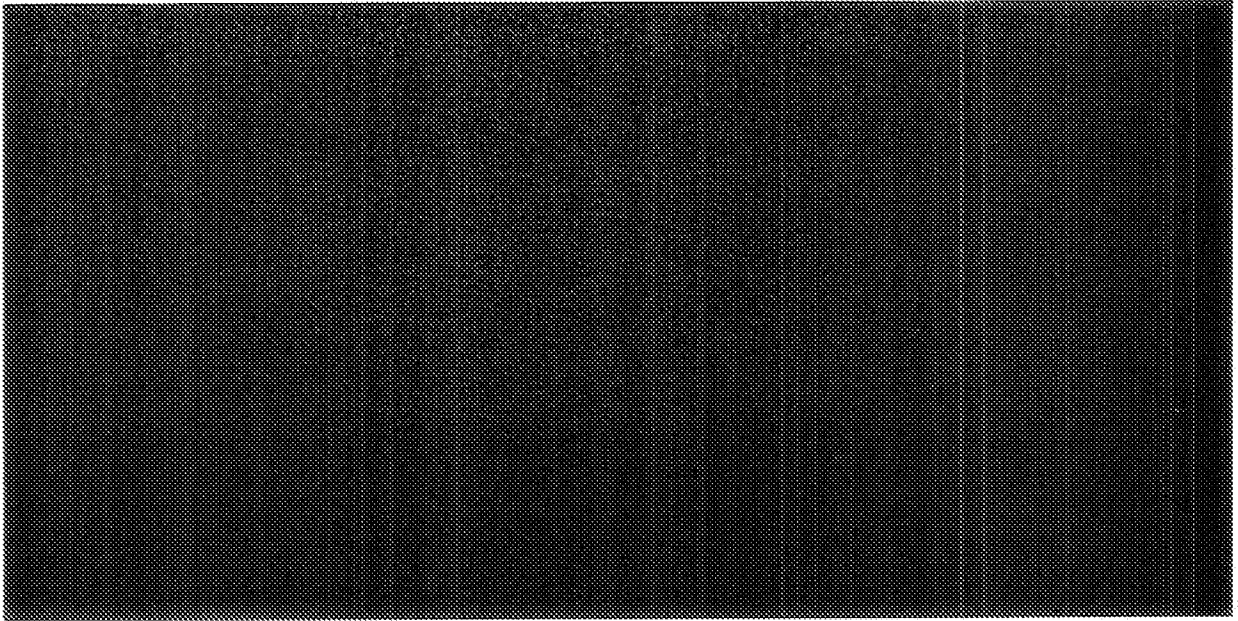
CLINICAL DATA, INC.

PGXHEALTH HOLDING, INC.

By:   
Caesar J. Belbel  
Executive Vice President and  
Chief Legal Officer

By:   
Caesar J. Belbel  
Executive Vice President and  
Chief Legal Officer

Attachment A



[REDACTED]

Attachment B

MDR1 (Ref. No. D1875)

US 10/965348 (pending)  
EP 1232260 (granted)  
AT 1232260 (granted)  
BE 1232260 (granted)  
CH 1232260 (granted)  
DE 1232260 (granted)  
DK 1232260 (granted)  
ES 1232260 (granted)  
FR 1232260 (granted)  
GB 1232260 (granted)  
IE 1232260 (granted)  
IT 1232260 (granted)  
LU 1232260 (granted)  
MC 1232260 (granted)  
NL 1232260 (granted)  
SE 1232260 (granted)  
CA 2376666 (pending)  
JP 2003510021 (pending)  
NO 20020470 (pending)  
EE 0200049 (pending)  
HR 20020093 (pending)  
SG 86239 (granted)  
ZA 0200773 (granted)  
KR 914188 (granted)  
MX PA/A/2002/001094 (pending)  
IN 224535 (granted)

CYP3A4 (Ref. No. D2145(1))

US 10/070587 (pending)  
EP 00964092.1 (pending)  
CA 2379541 (pending)  
JP 2003509063 (pending)

hPXR (Ref. No. D2145(2))

US 7122652 (granted)  
EP 1210462 (granted)  
BE 1210462 (granted)  
CH 1210462 (granted)  
DE 60037126.3 (granted)  
FR 1210462 (granted)  
GB 1210462 (granted)  
IE 1210462 (granted)  
LU 1210462 (granted)

MC 1210462 (granted)  
CA 2381066 (pending)  
JP 2003509064 (pending)

CYP2D6 (Ref. No. D2760)

US 10/182977 (pending)  
EP 1276880 (granted)  
AT E333504T1 (granted)  
CH 1276880 (granted)  
DE 60121567T2 (granted)  
ES 2267787 (granted)  
FR 2267787 (granted)  
GB 1276880 (granted)  
IE 1276880 (granted)  
IT 1276880 (granted)  
LU 1276880 (granted)  
NL 1276880 (granted)  
CA 2398104 (pending)  
JP 2004506405 (pending)

CYP2B6 (Ref. No. D2762)

US 09/958635 (pending)  
EP 01913809.8 (pending)

CYP3AX (Ref. No. E1288)

US 6645745 (granted)

MRP1 (Ref. No. E3068)

US 11/901238 (pending)

CYP3A5 (Ref. No. E3103)

EP 1358353 (granted)  
BE 1358353 (granted)  
CH 1358353 (granted)  
DE 1358353 (granted)  
ES 2288173 (granted)  
FR 1358353 (granted)  
GB 1358353 (granted)  
IE 1358353 (granted)  
IT 1358353 (granted)  
LU 1358353 (granted)  
MC 1358353 (granted)

CYP2C8 (Ref. No. F1754)

US 10/479225  
EP 02776511.4 (pending)

TPMT (Ref. No. G1068)  
US 10/503078 (pending)  
EP 03737307.3 (pending)  
CA 2474800 (pending)  
JP 2005516626 (pending)

OCT1 (Ref. No. G2224)  
US 10/525360 (pending)  
US 12/221130 (pending)  
US 12/221241 (pending)  
EP 03792418.0 (pending)

CYP2D6 (Ref. No. H1125)  
US 10/635780 (pending)

GSTT1 (Ref. No. none)  
US 6723508