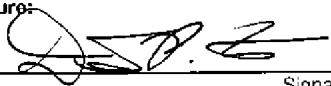


Form PTO-1595 (Rev. 03-09)
OMB No. 0651-0027 (exp. 03/31/2009)

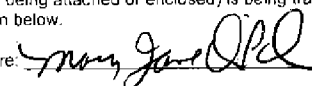
U.S. DEPARTMENT OF COMMERCE
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RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

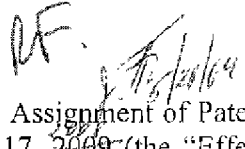
<p>1. Name of conveying party(ies): Joseph F. Finn, Jr.</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies)</p> <p>Name: <u>CombinatoRx, Incorporated</u></p> <p>Internal Address: _____</p> <p>Street Address: _____</p> <p>245 First Street, 16th Floor</p> <p>City: <u>Cambridge</u></p> <p>State: <u>Massachusetts</u></p> <p>Country: <u>United States of America</u> Zip: <u>02142</u></p> <p>Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of conveyance/Execution Date(s):</p> <p>Execution Date(s): <u>October 17, 2008</u></p> <p><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Change of Name</p> <p><input type="checkbox"/> Security Agreement <input type="checkbox"/> Joint Research Agreement</p> <p><input type="checkbox"/> Government Interest Assignment</p> <p><input type="checkbox"/> Executive Order 9424, Confirmatory License</p> <p><input type="checkbox"/> Other _____</p>	<p>4. Application or patent number(s): <input type="checkbox"/> This document is being filed together with a new application.</p> <p>A. Patent Application No.(s) <u>11/897,940</u></p> <p>B. Patent No.(s) _____</p> <p>Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>5. Name and address to whom correspondence concerning document should be mailed:</p> <p>Name: <u>David P. Halstead, J.D., Ph.D.</u> <u>ROPES & GRAY LLP</u></p> <p>Internal Address: <u>Atty. Dkt.: SPHR-P01-006</u></p> <p>Street Address: <u>One International Place</u></p> <p>City: <u>Boston</u></p> <p>State: <u>MA</u> Zip: <u>02110</u></p> <p>Phone Number: <u>(617) 951-7615</u></p> <p>Fax Number: <u>(617) 951-7050</u></p> <p>Email Address: <u>dhalstead@ropesgray.com</u></p>	<p>6. Total number of applications and patents involved: 1</p> <p>7. Total fee (37 CFR 1.21(h) & 3.41) \$ <u>40.00</u></p> <p><input checked="" type="checkbox"/> Authorized to be charged to deposit account</p> <p><input type="checkbox"/> Enclosed</p> <p><input type="checkbox"/> None required (government interest not affecting title)</p> <p>8. Payment Information</p> <p>Deposit Account Number <u>18-1945</u></p> <p>Authorized User Name <u>David P. Halstead, J.D., Ph.D.</u></p>
<p>9. Signature:</p> <p style="text-align: center;"></p> <p style="text-align: center;">_____ Signature</p> <p style="text-align: right;">_____ Date</p> <p style="text-align: center;"><u>May 27, 2009</u></p> <p style="text-align: center;"><u>David P. Halstead, J.D., Ph.D. - 44,735</u> Name of Person Signing</p> <p style="text-align: right;">Total number of pages including cover sheet, attachments, and documents: 7</p>	

I hereby certify that this paper (along with any paper referred to as being attached or enclosed) is being transmitted by facsimile to the Patent and Trademark Office, facsimile no. (571) 273-0140, on the date shown below.

Dated: May 27, 2009 Signature:  (Mary Jane DiPalma)

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ASSIGNMENT OF PATENTS AND PATENT APPLICATIONS


This Assignment of Patents and Patent Applications ("Assignment"), effective as of October 17, 2009 (the "Effective Date"), is by and between Joseph F. Finn, Jr., as assignee for the benefit of creditors (the "Seller"), of Spherics, Inc., a Massachusetts corporation (the "Company"), and CombinatoRx, Incorporated, a Delaware corporation ("Buyer"), having its principal office at 245 First Street, Sixteenth Floor, Cambridge, Massachusetts 02142 (the "Buyer").

WHEREAS, the Buyer and the Seller are parties to that certain Bill of Sale and Sale Agreement, dated as of October 17, 2009 (the "Sale Agreement");

WHEREAS, pursuant to the Sale Agreement, the Seller has agreed to execute and deliver this Assignment;

WHEREAS, the Seller is the owner of the right, title and interest in and to certain patents (the "Patents") and certain patent applications (the "Patent Applications"), including all continuations, continuations in part, reissues, divisionals or related family members, if any, each as specified in Schedule 1 attached hereto;

WHEREAS, the Seller is willing to assign to the Buyer its respective rights in such Patents and Patent Applications;

WHEREAS, the Buyer desires to obtain ownership of the Patents and Patent Applications in accordance with the terms and conditions set forth in this Assignment and the Sale Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements hereinafter set forth, the sufficiency of which is acknowledged, the Buyer and the Seller, intending to be legally bound, hereby agree as follows:

1. Assignment. The Seller does hereby irrevocably grant, sell, convey, transfer, assign, deliver and relinquish exclusively to the Buyer, in perpetuity, all of its respective worldwide right, title, and interest in and to all of the Patents and Patent Applications, together with (i) the right to sue for and obtain remedies against past infringement and rights of priority and protection of interest in such Patents and Patent Applications and (ii) the right to prosecute the Patents and Patent Applications and to file and obtain any continuations, continuations-in-part, reissues, patent term extensions, divisionals and reexamination of the Patents and Patent Applications, as applicable.
2. Recordation. In order to record this Assignment with the United States Patent and Trademark Office (the "PTO") or other foreign patent offices, the parties hereto shall execute this Assignment and the Seller shall execute the Recordation Cover Sheet required by the PTO or other documentation required by foreign patent offices in order to record the assignment effected

hereby. Thereafter, the Seller shall record the executed Recordation Form Cover Sheet with the PTO or other documentation required by foreign patent offices with such offices, together with any schedules and exhibits thereto including, but not limited to, this Assignment and Schedule 1 hereto. It is expressly agreed to by the parties that the Buyer shall pay all costs and expenses associated with the foregoing recordation.

To the extent any liens, financing statements or other security interests are recorded or filed against the Patents or Patent Applications at any relevant local authority, the PTO or other foreign patent offices, then Seller hereby agrees to execute all documentation reasonably necessary at the request of Buyer to release all such recorded or filed liens, financing statements or security interests.

3. Power of Attorney. The Seller does hereby make, constitute and appoint the Buyer (and any officer or agent of the Buyer as the Buyer may select in its exclusive discretion) as the Seller's true and lawful attorney-in-fact, with the power to endorse the Seller's name on all applications, documents, papers and instruments necessary to implement and effect fully the intentions, purposes and provisions of this Assignment, including, but not limited to, the filing of any instrument of assignment and documents related thereto to effect such assignment in the PTO or foreign patent offices and to release any liens, financing statements or other security interests recorded or filed with the relevant local authority, the PTO or foreign patent offices; provided, that the Buyer shall only be entitled to exercise its rights under this power of attorney with respect to any of the foregoing actions to the extent that the Seller has failed to take such action at the request of the Buyer and following ten (10) days prior written notice to the Seller of the exercise of such rights. This power of attorney shall be irrevocable.

4. **AS IS" and "WHERE IS". THE PATENT AND PATENT APPLICATIONS ARE ASSIGNED WITHOUT ANY REPRESENTATIONS OR WARRANTIES OR GUARANTY OF ANY KIND WHATSOEVER, INCLUDING BUT NOT LIMITED TO ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES CONCERNING TITLE, QUALITY, QUANTITY, DURABILITY, CONDITION, MERCHANTABILITY, FITNESS FOR ANY PURPOSE, FREEDOM TO OPERATE, DEPENDENT TECHNOLOGY, NON-INFRINGEMENT, VALIDITY OR ANY OTHER ASPECT OF THE SAME. FURTHER, THE PATENT AND PATENT APPLICATIONS ARE ASSIGNED "AS IS" AND "WHERE IS" WITHOUT REPRESENTATION OR WARRANTY AND ALL WARRANTIES EXPRESS, IMPLIED OR ARISING BY OPERATION OF LAW, ARE HEREBY EXPRESSLY DISCLAIMED, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE ASSIGNEE ASSUMES NO RESPONSIBILITY FOR THE CONDITION OR**

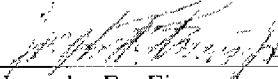
POTENTIAL (OR LACK THEREOF) OF THE PATENT AND PATENT APPLICATIONS. SELLER SHALL HAVE NO LIABILITY WHATSOEVER CONCERNING THE PATENT AND PATENT APPLICATIONS, INCLUDING LIABILITY FOR NEGLIGENCE OR ANY OTHER THEORY OF LIABILITY OR CAUSE OF ACTION. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR SPECIAL DAMAGES ARISING IN ANY WAY WITH RESPECT TO THE PATENT AND PATENT APPLICATIONS, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

5. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts and any suit or action hereunder, except as otherwise set forth herein, shall be brought in said jurisdiction.
6. Successors and Assigns. This Assignment shall bind the Seller and its successors and assigns and inure to the benefit of Buyer and its successors and assigns.

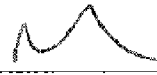
[Signature page to follow]

This Assignment of Patents and Patent Applications is executed and delivered effective as of the date first set forth above.

**JOSEPH F. FINN, JR., CPA, Assignee For
the Benefit of Creditors of Spherics, Inc.**

By:  _____
Joseph F. Finn, Jr., as and only as
assignee for the benefit of creditors of
Spherics, Inc., and not individually.

COMBINATORX, INCORPORATED

By:  _____
Name: Robert Forrester
Title: Executive Vice President and Chief
Financial Officer

245 First Street
Sixteenth Floor
Cambridge, MA 02142
Telephone: 617.301.7028
Fax: 617.301.7020

COUNTY OF [Norfolk] :
 :
 STATE OF [Massachusetts] : ss.:

BE IT REMEMBERED, that on this 20th day of May, 2009, before me, the subscriber, a notary public of the Commonwealth of Massachusetts, personally appeared Joseph F. Finn Jr., who, I am satisfied, is the person who signed the foregoing Bill of Sale and Sale Agreement as the assignee for the benefit of creditors of Spherics, Inc., the Seller named therein, and he thereupon acknowledged that the said instrument made by the Seller was signed, sealed with the corporate seal and delivered by him as such officer and is the voluntary act and deed of the Seller.

Donna M. Colotti
 Notary Public



DONNA M. COLOTTI
 Notary Public
 Commonwealth of Massachusetts
 My Commission Expires
 September 7, 2012

Schedule 1
Patents and Patent Applications

US App. No. 11/897,940