

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
AtheroGenics, Inc.	04/01/2009
RECEIVING PARTY DATA	
Name:	Crabtree Acquisition Co, LLC
Street Address:	28161 N. Keith Drive
City:	Lake Forest
State/Country:	ILLINOIS
Postal Code:	60045
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	11409539
CORRESPONDENCE DATA	
Fax Number:	(404)572-5134
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	404.572.4600
Email:	ssexton@kslaw.com
Correspondent Name:	Rebecca Kaufman
Address Line 1:	1180 Peachtree St.
Address Line 4:	Atlanta, GEORGIA 30309
ATTORNEY DOCKET NUMBER:	16628.105116
NAME OF SUBMITTER:	Sally Sexton
Total Attachments: 6 source=conassignmentcrabtree#page1.tif source=conassignmentcrabtree#page2.tif source=conassignmentcrabtree#page3.tif source=conassignmentcrabtree#page4.tif source=conassignmentcrabtree#page5.tif	

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PATENT
REEL: 023920 FRAME: 0980

ASSIGNMENT OF PATENTS

This **Assignment of Patents** (this "**Assignment**") is made and entered into as of this ___ day of April, 2009 (the "**Effective Date**") by and between AtheroGenics, Inc., a Georgia corporation located at 8995 Westside Parkway, Alpharetta, Georgia 30004 (the "**Assignor**"), on the one hand, and Crabtree Acquisition Co, LLC, a Delaware limited liability company located at 28161 N. Keith Drive, Lake Forest, Illinois 60045 (the "**Assignee**"), on the other hand.

WHEREAS, pursuant to that certain Asset Purchase Agreement dated as of March 17, 2009 (the "**Agreement**"), by and among Assignor, Assignee and the other parties signatory thereto, Assignor has agreed to sell, transfer, assign, convey and deliver to Assignee and Assignee has agreed to purchase, acquire, assume and receive from Assignor, for the consideration and upon the terms and conditions set forth in the Agreement, all of Assignor's right, title and interest in and to the Acquired Intellectual Property Rights (as such term is defined in the Agreement);

WHEREAS, the patents and patent applications set forth on Schedule A hereto (collectively, the "**Patent**") are included in the Acquired Intellectual Property Rights; and

WHEREAS, pursuant to the Agreement, Assignor desires to sell, transfer, assign, convey and deliver to Assignee, and Assignee desire to purchase, acquire, assume and receive from Assignor, all right, title and interest in and to the Acquired Intellectual Property Rights.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor, intending to be legally bound, does hereby sell, assign and transfer to the Assignee the entire right, title and interest, in and to the Patent and to all divisions and continuations thereof, including all rights to claim priority based thereon, all rights to file foreign applications on any inventions disclosed therein, and all rights in letters patents and reissues thereof issuing based on the patent applications included in the Patent in the United States of America and in any and all foreign countries, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made; together with all income, royalties, damages or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Patent, with the right to sue for, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives. The present Assignment has been made in consideration of \$_____, receipt and sufficiency of which is hereby acknowledged.

Assignor hereby authorizes the Assignee to attend to all formalities related to the recordation of this Assignment deed before all applicable intellectual property officers and registers worldwide and agrees to execute upon the request of Assignee such additional documents as are reasonably necessary to register and otherwise give full effect to the rights of the Assignee under this Assignment and the Agreement in and to the Patent worldwide, including all documents necessary to record in the name of the Assignee the assignment of the Patent with the United States Patent and Trademark Office and, with respect to any equivalent foreign rights, with any other appropriate foreign or international office or registrar.

The Assignor hereby requests the Commissioner of Patents and Trademarks and the corresponding entities or agencies in any applicable foreign countries or jurisdictions to record the Assignee as the assignee and owner of the Patent.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

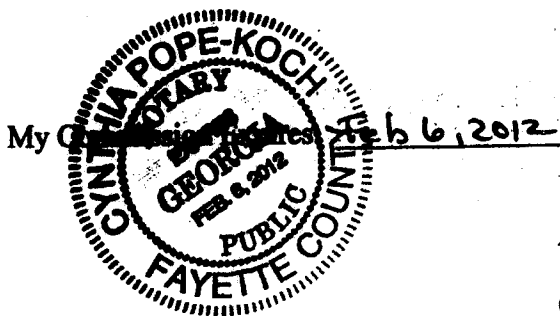
ASSIGNOR:

ATHEROGENICS, INC.

By: [Signature]
Name: Joseph M. Bannor, Jr.
Its: SVP General Counsel
Date: _____
Place: _____

STATE OF Georgia)
) SS:
COUNTY OF Fulton)

Subscribed to and sworn before me, a Notary Public, in and for the said County and State, this 1 day of April, 2009.



Cynthia Pope-Koch
Signature
Cynthia Pope-Koch, Notary Public
(Printed Name)
County of Residence: Fulton

ASSIGNEE:

CRABTREE ACQUISITION CO, LLC

By: _____
Name: _____
Its: _____
Date: _____
Place: _____

STATE OF _____)
) SS:
COUNTY OF _____)

Subscribed to and sworn before me, a Notary Public, in and for the said County and State, this _____ day of _____, 20____.

My Commission Expires: _____

Signature
_____, Notary Public
(Printed Name)
County of Residence: _____

Execution Copy

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

ASSIGNOR:

ATHEROGENICS, INC.

By: _____
Name: _____
Its: _____
Date: _____
Place: _____

STATE OF _____)
COUNTY OF _____) SS:

Subscribed to and sworn before me, a Notary Public, in and for the said County and State, this _____ day of _____, 20____.

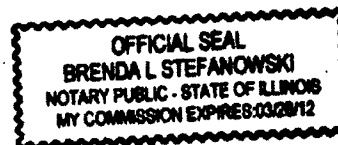
Signature _____, Notary Public
(Printed Name)
County of Residence: _____
My Commission Expires: _____

ASSIGNEE:

CRABTREE ACQUISITION CO, LLC

By: [Signature]
Name: Jack Schuber
Its: Member
Date: _____
Place: _____

STATE OF Illinois)
COUNTY OF Lake) SS:



Subscribed to and sworn before me, a Notary Public, in and for the said County and State, this 1 day of April, 2009.

Signature [Signature]
Brenda L. Stefanowski, Notary Public
(Printed Name)
County of Residence: Lake
My Commission Expires: 3-28-12

Family	Title	Owner	Country	Case Type	Status	Application No.	Filing Date	Patent No.	Issue Date
ATH247 (ApoA1)	Screening Method For Identifying Patients At Risk of Adverse Hepatologic Events	AtheroGenics, Inc.	USA	PRO	Pending	61/092,686	28-Aug-2008		
ATH243	Methods and Compositions of Derivatives of Probalcol for The Treatment of Diabetes	AtheroGenics, Inc.	USA	PRO	Form Filed	60/928,099	26-Mar-2007		
			USA	ORD	Pending	12/055,926	26-Mar-2008		
			PCT	ORD	Pending	PCT/US2008/059245	26-Mar-2008		
ATH230	Compounds and Methods for Treating Diabetic Vascular Diseases	AtheroGenics, Inc.	USA	PRO	Form Filed	60/584,638	01-Jul-2004		
			USA	ORD	Published	11/171,847	30-Jan-2005		
			PCT	ORD	National	PCT/US05/023103	30-Jan-2005		
			Australia	PCT	Pending	2005262390	30-Jan-2005		
			Canada	PCT	Pending	2571589	30-Jan-2005		
			Europe	PCT	Published	5786769.7	30-Jan-2005		
			Japan	PCT	Pending	2007-519391	30-Jan-2005		
ATH225	Process of Preparing Esters and Esters of	AtheroGenics, Inc.	USA	PRO	Form Filed	60/439,665	13-Jan-2003		

Family	Title	Owner	Country	Case Type	Status	Application No.	Filing Date	Patent No.	Issue Date
	Probecol and Derivatives Thereof								
			USA	PRI	Granted	10/757,664	13-Jan-2004	7273948	25-Sep-2007
			USA	CON	Published	11/854,939	13-Sep-2007		
			PCT	ORD	National	PCT/US2004/000925	13-Jan-2004		
			Australia	PCT	Pending	2004204824	13-Jan-2004		
			Brazil	PCT	Published	PT0406738-0	13-Jan-2004		
			Canada	PCT	Pending	2512260	13-Jan-2004		
			China	PCT	Published	200400063265	07-Sep-2005		
			China	DIV	Pending	200810215806	05-Sep-2008		
			Europe	PCT	Published	4701612.2	13-Jan-2004		
			Hong Kong	RGN	Published	6111244.5	12-Oct-2006		
			India	PCT	Granted	00083/MUM/N P/2005	13-Jan-2004	213200	24-Dec-2007
			India	DIV	Pending	02379/MUM/2007	05-Dec-2007		
			Israel	PCT	Pending	169662	13-Jul-2005		
			Japan	PCT	Pending	2006-60935	12-Jul-2005		
			Mexico	PCT	Granted	P/A/02005/007548	13-Jul-2005	254941	22-Feb-2008
			Mexico	DIV	Pending	MX/a/2008/002300	10-Feb-2008		
			Singapore	PCT	Granted	200504383-1	13-Jan-2004	113927	31-Mar-2008
			Singapore	DIV	Published	200705127-9	10-Jul-2007		
			Viet Nam	PCT	Published	1-2005-01108	05-Aug-2005		
			Viet Nam	DIV	Pending	1-2008-00635	05-Aug-2005		
ATH229	Process of Preparing Esters and Ethers of Probecol and Derivatives	AtheroGenics, Inc.	USA	PRO	Form Filed	60/564,267	20-Apr-2004		

Family	Title	Owner	Country	Case Type	Status	Application No.	Filing Date	Patent No.	Issue Date
	Thereof								
			USA	ORD	Granted	11/111,194	20-Apr-2005	7294737	13-Nov-2007
			USA	PCT	Published	11/578,871	30-Jul-2007		
			PCT	ORD	National	PCT/US2005/013394	20-Apr-2005		
ATH238	Process of Separation of Probucol Esters and Ethers	AtheroGenics, Inc.	USA	PRO	Form Filed	60/674,001	21-Apr-2005		
			USA	PRO	Form Filed	60/705,837	05-Aug-2005		
			USA	ORD	Published	11/469,539	21-Apr-2005		
			PCT	ORD	National	PCT/US2006/015022	21-Apr-2006		
			Australia	PCT	Pending	2006/240063	21-Apr-2006		
			Brazil	PCT	Pending	P10610602-1	21-Apr-2006		
			Canada	PCT	Pending	2006/6414	21-Apr-2006		
			China	PCT	Published	2006/6021994	21-Apr-2006		
			Kazakhstan Patent Organization	PCT	Pending	2007/02392	21-Apr-2006		
			Europe	PCT	Published	5750913.3	21-Apr-2006		
			India	PCT	Pending	5905/DEL/NP/2007	21-Apr-2006		
			Israel	PCT	Pending	166390	21-Apr-2006		
			Japan	PCT	Published	2006-607901	21-Apr-2006		
			Korea	PCT	Published	10-2007-7026909	21-Apr-2006		
			Mexico	PCT	Pending	MX/a/2007/013081	21-Apr-2006		
			Singapore	PCT	Pending	2007/17068-1	21-Apr-2006		
			South Africa	PCT	Granted	2007/00614	21-Apr-2006	2007/00614	
ATH123	Novel Salt	AtheroGenics, Inc.	USA	PRO	Form Filed	60/395,573	12-Jul-2002		