

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
VIA Pharmaceuticals, Inc.	03/26/2010
RECEIVING PARTY DATA	
Name:	Bay City Capital LLC
Street Address:	750 Battery Street
Internal Address:	Suite 400
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94111
PROPERTY NUMBERS Total: 5	
Property Type	Number
Patent Number:	7495024
Patent Number:	7410963
Application Number:	10533157
Patent Number:	7250410
Application Number:	11989269
CORRESPONDENCE DATA	
Fax Number:	(415)963-6897
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	415-875-5818
Email:	jdmacCarthy@jonesday.com
Correspondent Name:	Justin MacCarthy
Address Line 1:	555 California Street, 26th Floor
Address Line 4:	San Francisco, CALIFORNIA 94104
ATTORNEY DOCKET NUMBER:	194682-600002

CH \$200.00 7495024

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PATENT
REEL: 024151 FRAME: 0196

NAME OF SUBMITTER:

Justin MacCarthy

Total Attachments: 4

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COLLATERAL ASSIGNMENT OF PATENTS

COLLATERAL ASSIGNMENT OF PATENTS dated as of March 26, 2010 ("**Agreement**"), between VIA Pharmaceuticals, Inc., a Delaware corporation (together with its successors and assigns, the "**Assignor**"), and Bay City Capital LLC, a Delaware limited liability company, as administrative agent (together with its successors and assigns in such capacity, the "**Administrative Agent**"), for the benefit of the Lenders (as defined below):

RECITALS:

(1) This Agreement is made pursuant to the Note and Warrant Purchase Agreement, dated as of March 26, 2010 (as amended, restated or otherwise modified from time to time, the "**Purchase Agreement**"), among the Assignor (together with its successors and assigns, the "**Borrower**") and the lenders party thereto (the "**Lenders**").

(2) In connection with the Purchase Agreement, the Assignor is a party to a Security Agreement, dated as of March 26, 2010 (as amended, restated or otherwise modified from time to time, the "**Security Agreement**"), among the Assignor and the Administrative Agent, pursuant to which the Assignor has granted to the Administrative Agent, for the benefit of the Lenders, a continuing security interest in, assignment of and lien on substantially all of its assets, whether now owned or existing or hereafter acquired or arising.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby covenants and agrees with the Administrative Agent and the Lenders as follows:

Section 1. Defined Terms. Terms used herein without definition shall have the respective meanings ascribed thereto in the Security Agreement.

Section 2. Assignment and Grant of Security Interest. As security for the prompt payment and performance of the Obligations, the Assignor hereby assigns, transfers, conveys and grants to the Administrative Agent, for the benefit of the Lenders, a security interest in, a general lien upon and/or a right of set-off against (whether now owned or hereafter acquired by the Assignor and whether acquired in the United States or elsewhere in the world) all right, title and interest of the Assignor in and to the following, whether now existing or hereafter acquired:

(i) all of the patents issued by the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A hereto);

(ii) all applications for patents to be issued by the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement);

(iii) all patents issued by any other country or any office, agency or other governmental authority thereof;

(iv) all applications for patents to be issued by any office, agency or other governmental authority referred to in clause (iii) above;

(v) all registrations and recordings with respect to any of the foregoing;

(vi) all reissues, continuations, continuations-in-part, extensions and divisions of any of the foregoing;

(vii) all licenses and other agreements relating in whole or in part to any patents, inventions, processes, production methods, proprietary information or know-how covered by any of the foregoing, including all rights to payments in respect thereof;

(viii) all rights to sue for past, present or future infringements of any of the foregoing;

(ix) all good will related to any of the foregoing;

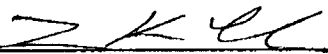
(x) to the extent not included above, all general intangibles (as such term is defined in the UCC) of the Assignor related to the foregoing; and

(xi) all proceeds of any and all of the foregoing.

Section 3. Reference to Separate Security Agreement. This Agreement has been entered into by the Assignor and the Administrative Agent primarily for recording purposes as contemplated by the Security Agreement, dated as of the date hereof, between the Assignor, as debtor, and the Administrative Agent, as secured party for the benefit of the Lenders. In the event of any inconsistency between any of the terms or provisions hereof and the terms and provisions of such Security Agreement, the terms and provisions of such Security Agreement shall govern.


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

VIA PHARMACEUTICALS, INC.

By: 
Name: *Lawrence K. Cohen*
Title: *President and Chief Executive Officer*

Accepted and acknowledged by:

BAY CITY CAPITAL LLC

By: 
Name: *Fred Craves*
Title: *Manager and Managing Director*

[Signature Page to Collateral Assignment of Patents]

Schedule A

to Collateral Assignment of Patents

Country	Status	Appl. No.	Appl.Date	Patent No.	Grant Date	Title
United States	Granted	11/499,924	8/7/2006	7,495,024	2/24/2009	PHENYLALKYL N-HYDROXYUREAS FOR COMBATING ATHEROSCLEROTIC PLAQUE
United States	Granted	10/582,131	12/23/2004	7,410,963	8/12/2008	Benzo-1,4-diazepin-2-one derivatives as phosphodiesterase pde2 inhibitors, preparation and therapeutic use thereof
United States	Filed	10/533,157	10/30/2003			Cyclic Nucleotide Phosphodiesterase Inhibitors, Preparation and Uses
United States	Granted	10/479,000	6/7/2002	7,250,410	7/31/2007	Cyclic Nucleotide Phosphodiesterase Inhibitors, Preparation and Uses Thereof
United States	Filed	11/989,269	1/23/2008			Compounds, preparations and therapeutic uses thereof