

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

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

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.

1. Name of conveying party(ies)

PGxHealth Holding, Inc.

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) May 6, 2010

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other _____

2. Name and address of receiving party(ies)

Name: PGxHealth, LLC

Internal Address: Attn: Amy F. Mendel

Street Address: One Gateway Center, Suite 702

City: Newton

State: MA

Country: USA Zip: 02458

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application or patent number(s):

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

10/965,348; 10/182,977; 10/479,225; 11/901,238; 12/404,772; 10/635,780;
12/221,241

6,645,745; 7,655,771; 6,723,508; 7,122,652

Additional numbers attached? ☐ Yes ☒ No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Clinical Data, Inc.

Internal Address: Amy F. Mendel

Street Address: One Gateway Center, Suite 702

City: Newton

State: MA Zip: 02458

Phone Number: 617.527.9933 ext 2528

Fax Number: _____

Email Address: amendel@clda.com

6. Total number of applications and patents involved: 11

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 440.00

- ☒ Authorized to be charged to deposit account
☐ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

Deposit Account Number 50-1293

Authorized User Name Amy F. Mendel

9. Signature:


Signature

May 26, 2010
Date

Amy F. Mendel

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

CH \$440.00 501293 10965348

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PATENT
REEL: 024434 FRAME: 0787

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (this "Agreement") is made effective as of May 6, 2010 (the "Effective Date"), by and between PGxHealth Holding, Inc., a Delaware corporation ("Assignor") and PGxHealth, LLC, a Delaware limited liability company ("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 the rights, title, interest, powers, privileges, benefits and options accruing to Assignor in, to and under all inventions disclosed and claimed in the patents and patent applications listed on Attachment A attached hereto and incorporated herein by reference (the "Assets"), 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 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.

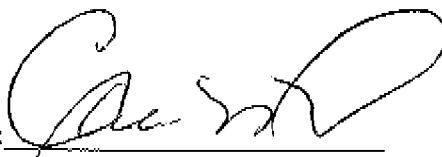
6. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware, as if executed and to be performed wholly within the State of Delaware, and excluding any choice of law rules that may dictate the application of the laws of another state.

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 instruments.

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.

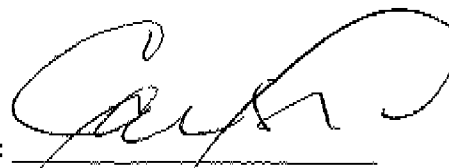
ASSIGNOR:

PGXHEALTH HOLDING, INC.

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

ASSIGNEE:

PGXHEALTH, LLC

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

ATTACHMENT A

PATENT/PUBLICATION NUMBER	FILING DATE	APPLICATION NUMBER	COUNTRY
6645745	30-May-2000	09583447	US
1232260	28-Jul-2000	-	AT
1232260	28-Jul-2000	-	BE
-	28-Jul-2000	106362	BG
-	22-Jan-2002	2376666	CA
	23-Mar-2010	TBD	CA
1232260	28-Jul-2000	-	CH
1232260	28-Jul-2000	60036487908	DE
1232260	28-Jul-2000	-	DK
-	28-Jul-2000	0200049	EE
1232260	28-Jul-2000	00972654.8	EP
1232260	28-Jul-2000	-	ES
1232260	28-Jul-2000	-	FR
1232260	28-Jul-2000	-	GB
-	28-Jul-2000	38103020110093	HR
1232260	28-Jul-2000	00972654.8	IE
224535	28-Jul-2000	-	IN
1232260	28-Jul-2000	-	IT
-	28-Jul-2000	2001513989	JP
914188	28-Jul-2000	70012482002	KR
1232260	28-Jul-2000	-	LU
1232260	28-Jul-2000	-	MC
263302	28-Jul-2000	PAA2002001094	MX
1232260	28-Jul-2000	-	NL
-	28-Jul-2000	20020470	NO
1232260	28-Jul-2000	-	SE
86239	28-Jul-2000	2002002806	SG
2005-0227249	14-Oct-2004	10965348	US
200773	28-Jul-2000	20020773	ZA
-	12-Jun-2002	2379541	CA
-	1-Sep-2000	00964092.1	EP
-	1-Sep-2000	2003509063	JP
7655771	10-Jul-2002	10070587	US
E333504T1	30-Jan-2001	E333504	AT
-	30-Jan-2001	2398104	CA
1276880	30-Jan-2001	01946895.8 2405	CH
60121567T2	30-Jan-2001	601215672	DE
1276880	30-Jan-2001	01946895.8	EP

PATENT/PUBLICATION NUMBER	FILING DATE	APPLICATION NUMBER	COUNTRY
2267787	30-Jan-2001	01946895.8 2405	ES
1276880	30-Jan-2001	01946895.8 2405	FR
1276880	30-Jan-2001	01946895.8 2405	GB
1276880	30-Jan-2001	01946895.8 2405	IE
1276880	30-Jan-2001	-	IT
-	30-Jan-2001	2004506405	JP
1276880	30-Jan-2001	-	LT
1276880	30-Jan-2001	-	LU
1276880	30-Jan-2001	-	NL
2004-0224424	24-Jan-2003	10182977	US
1272663	9-Feb-2001	-	AT
1272663	9-Feb-2001	-	BE
1272663	9-Feb-2001	-	CH
1272663	9-Feb-2001	-	DE
1272663	9-Feb-2001	-	DK
1272663	9-Feb-2001	01913809.8	EP
1272663	9-Feb-2001	-	ES
1272663	9-Feb-2001	-	FI
1272663	9-Feb-2001	-	FR
1272663	9-Feb-2001	-	GB
1272663	9-Feb-2001	-	GR
1272663	9-Feb-2001	-	IE
1272663	9-Feb-2001	-	IT
1272663	9-Feb-2001	-	LU
1272663	9-Feb-2001	-	MC
1272663	9-Feb-2001	-	NL
1272663	9-Feb-2001	-	PT
1272663	9-Feb-2001	-	SE
2009-0311696	16-Mar-2009	12404772	US
6723508	22-Feb-2001	09791105	US
1210462	8-Sep-2000	-	BE
-	4-Mar-2002	2381066	CA
1210462	8-Sep-2000	-	CH
60037126.3	8-Sep-2000	60037126.3	DE
1210462	8-Sep-2000	00958530.8	EP
1210462	8-Sep-2000	-	FR
1210462	8-Sep-2000	-	GB
1210462	8-Sep-2000	-	IE
-	8-Sep-2000	2003509064	JP
1210462	8-Sep-2000	-	LU

PATENT/PUBLICATION NUMBER	FILING DATE	APPLICATION NUMBER	COUNTRY
1210462	8-Sep-2000	-	MC
7122652	15-Oct-2002	10070588	US
1358353	21-Dec-2001	-	BE
1358353	21-Dec-2001	-	CH
1358353	21-Dec-2001	-	DE
1358353	21-Dec-2001	01994831.4	EP
2288173	21-Dec-2001	-	ES
1358353	21-Dec-2001	-	FR
1358353	21-Dec-2001	-	GB
1358353	21-Dec-2001	-	IE
1358353	21-Dec-2001	-	IT
1358353	21-Dec-2001	-	LU
1358353	21-Dec-2001	-	MC
-	31-May-2002	02776511.4	EP
2006-0172291	8-Apr-2004	10479225	US
2009-0144841	13-Sep-2007	11901238	US
-	29-Jul-2004	2474800	CA
-	4-Feb-2003	03737307.3	EP
2006-0078879	13-Jun-2005	10503078	US
2005-0032070	5-Aug-2003	10635780	US
-	22-Aug-2003	03792418.0	EP
2010-0009366	3-Jun-2009	12477506	US
2009-0061452	30-Jul-2008	12221130	US
2009-0018030	30-Jul-2008	12221241	US

PATENT

RECORDED: 05/26/2010

REEL: 024434 FRAME: 0792