

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Clinical Data, Inc.	10/26/2012
RECEIVING PARTY DATA	
Name:	Dogwood Pharmaceuticals, Inc.
Street Address:	310 4th Street NE
Internal Address:	Suite 201
City:	Charlottesville
State/Country:	VIRGINIA
Postal Code:	22902
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	7884100
Patent Number:	8258142
CORRESPONDENCE DATA	
Fax Number:	6315013526
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Email:	docket@cdfslaw.com, afagan@cdfslaw.com
Correspondent Name:	Carter, DeLuca, Farrell & Schmidt, LLP
Address Line 1:	445 Broad Hollow Road
Address Line 2:	Suite 420
Address Line 4:	Melville, NEW YORK 11747
ATTORNEY DOCKET NUMBER:	1914-13, 13 CON
NAME OF SUBMITTER:	Michael J. Debono
Total Attachments: 7 source=00362241#page1.tif source=00362241#page2.tif	

CH \$80.00 7884100

source=00362241#page3.tif
source=00362241#page4.tif
source=00362241#page5.tif
source=00362241#page6.tif
source=00362241#page7.tif

BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT

26. 2012 BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT, dated as of October 26, 2012 (this "Agreement"), by and between DOGWOOD PHARMACEUTICALS, INC., a Delaware corporation ("Assignee"), and CLINICAL DATA, INC., a Delaware corporation ("Assignor").

WHEREAS, Assignor wishes to sell, assign, grant, convey and transfer to Assignee, and Assignee wishes to purchase, acquire and accept from Assignor, the Transferred Assets (as defined below), and Assignee wishes to assume the Assumed Liabilities (as defined below).

NOW, THEREFORE, in consideration of the Cash Consideration (as defined below), the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignee and Assignor hereby agree as follows:

1. Assignment and Sale of Transferred Assets. Assignor hereby sells, assigns, grants, conveys and transfers to Assignee, and Assignee hereby purchases, acquires and accepts from Assignor for aggregate cash consideration of \$ [REDACTED], subject to adjustment as provided in Section 5 (the "Cash Consideration"), all of Assignor's right title and interest in, to and under all of the assets of Assignor, other than the Excluded Assets (as defined below) (the "Transferred Assets"), to have and to hold such Transferred Assets unto Assignee and Assignee's successors and assigns.
2. Assumption of Assumed Liabilities. Assignee hereby assumes, and from and after the date hereof shall pay, perform and discharge when due, all of the liabilities of Assignor, other than the Excluded Liabilities (as defined below) (the "Assumed Liabilities").
3. No Other Assets Assigned or Sold. Notwithstanding anything to the contrary in this Agreement, this Agreement is not intended to, and does not, sell, convey, assign or transfer to Assignee any of the assets listed or described on Annex A hereto (the "Excluded Assets").
4. No Other Liabilities Assumed. Notwithstanding anything to the contrary in this Agreement, this Agreement is not intended to, and does not, effect the assumption by Assignee of any liabilities, of whatever kind or nature to the extent arising out of or relating to the Excluded Assets (the "Excluded Liabilities").
5. Transferred Assets. Assignor and Assignee hereby acknowledge that the Transferred Assets fall within three categories: (i) tangible assets; (ii) intangible assets related to Stedivaze® and all other molecules currently owned by or licensed by Assignor; and (iii) assets related to the employment of current or former employees of Assignor. As of the date of this Agreement, Assignor and Assignee have estimated the aggregate fair market value of the Transferred Assets to be \$ [REDACTED]. As soon as practicable following the date hereof, Assignee shall determine the aggregate fair market value of the Transferred Assets for purposes of establishing the opening entries on Assignee's balance sheet (the "Final Value"). If the Final Value is less than \$ [REDACTED] then the Cash Consideration will be reduced by the amount of such shortfall, and if the Final Value exceeds \$ [REDACTED] then the Cash Consideration will be increased by the amount of such excess. Promptly following the determination of the

NY: 710216-6

Step 4.6

Final Value, Assignor (in the case of a shortfall) or Assignee (in the case of an excess) shall make payment to the other party in cash of the amount of such shortfall or excess, as applicable, without interest.

6. Further Assurances. From time to time after the date hereof, and for no further consideration, each of Assignee and Assignor shall execute, acknowledge and deliver such assignments, transfers, consents, assumptions and other documents and instruments and take such other actions as may reasonably be requested to more effectively assign, convey or transfer to or vest in Assignee the Transferred Assets and the Assumed Liabilities contemplated by this Agreement.
7. Amendment. This Agreement may not be amended except by an instrument in writing signed by each of the parties.
8. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of New York.
9. Descriptive Headings. The descriptive headings herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.
10. Execution; Counterparts. This Agreement may be executed by facsimile signature and in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.
11. Parties in Interest. This Agreement shall be binding upon and inure to the benefit of each party and their respective successors and permitted assigns, and nothing in this Agreement, express or implied, is intended to confer upon any other person any rights or remedies of any nature whatsoever under or by reason of this Agreement.
12. Extension; Waiver. Any party hereto may by an instrument in writing (a) extend the time for the performance of any of the obligations of the other party hereto or (b) waive compliance with any of the agreements of the other party hereto.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed and acknowledged on its behalf by its officers thereunto duly authorized, all as of the day and year first above written.

DOGWOOD PHARMACEUTICALS, INC.

By: Rita Weinberger
Name: Rita Weinberger
Title: Secretary

CLINICAL DATA, INC.

By: David Solomon
Name: David Solomon
Title: Vice President

[Signature Page to Bill of Sale, Assignment and Assumption Agreement]

TRANSFERRED ASSETS
SCHEDULE A

PATENT PUBLICATION NUMBER	FILING DATE	APPLICATION NUMBER	DOCKET
7342006	20-Aug-04	10923592	ATL-002-US
7732455	14-Dec-07	11956876	ATL-002-US
2010-0273780	20-Apr-10	12762711	ATL-002-US
045499	25-Aug-04	P040103058	ATL-002-AR
2004268964	20-Aug-04	2004268964	ATL-002-AU
PI04139224	20-Aug-04	PI04139224	ATL-002-BR
2536553	20-Aug-04	2536553	ATL-002-CA
200480031455.4	20-Aug-04	200480031455.4	ATL-002-CN
101851238	20-Aug-04	2010101556967	ATL-002-CN
1658291	20-Aug-04	047817523	ATL-002-EP
2295434	20-Aug-04	100122712	ATL-002-EP
HK1096397	20-Aug-04	71035947	ATL-002-HK
	20-Aug-04	11102551.4	ATL-002-HK
173723	20-Aug-04	173723	ATL-002-IL
245968	20-Aug-04	1014CHENP06	ATL-002-IN
2007503443	20-Aug-04	2006524755	ATL-002-JP
132549	20-Aug-04	67003776	ATL-002-KR
262339	20-Aug-04	PA06002223	ATL-002-MX
545715	20-Aug-04	545715	ATL-002-NZ
2357969	20-Aug-04	2006109474	ATL-002-RU
119757	20-Aug-04	6010052	ATL-002-SG
	26-Aug-04	98125436	ATL-002-TW
<u>2006/2333</u>	<u>20-Aug-04</u>	<u>62333</u>	<u>ATL-002-ZA</u>
7217702	4-Apr-05	11097251	ATL-003-US
2005231440	4-Apr-05	2005231440	ATL-003-AU
2563123	4-Apr-05	2563123	ATL-003-CA
1972945	4-Apr-05	2005800175132	ATL-003-CN
1740587	4-Apr-05	057401036	ATL-003-EP
	4-Apr-05	7155817	ATL-003-HK
178365	4-Apr-05	178365	ATL-003-IL
	4-Apr-05	3618CHEN06	ATL-003-IN
<u>2007531729</u>	<u>4-Apr-05</u>	<u>2007506308</u>	<u>ATL-003-JP</u>
7589076	17-May-07	11804165	ATL-004-US
7888329	13-Jul-09	12501750	ATL-004-US
	29-Dec-10	12981308	ATL-004-US
2007254114	18-May-07	2007254114	ATL-004-AU
	18-May-07	PI07119526	ATL-004-BR

PATENT/PUBLICATION NUMBER	FILING DATE	APPLICATION NUMBER	DOCKET
2669813	18-May-07	2669813	ATL-004-CA
CN10149007SA	18-May-07	200780021175X	ATL-004-CN
2024380	18-May-07	077771830	ATL-004-EP
1131621A	10-Nov-09	91105003	ATL-004-HK
195298	18-May-07	195298	ATL-004-IL
	18-May-07	2691MUMNP2008	ATL-004-IN
2009539765	18-May-07	2009511104	ATL-004-JP
282495	18-Nov-08	MXa08014638	ATL-004-MX
	18-May-07	573678	ATL-004-NZ
2008151888	18-May-07	2008151888	ATL-004-RU
2008/10457	18-May-07	200810457	ATL-004-ZA
7884100	12-Jun-07	11811823	ATL-005-US
US-2011-0082139-A1	14-Dec-10	12967876	ATL-005-US
2007261568	13-Jun-07	2007261568	ATL-005-AU
	13-Jun-07	18080077166	ATL-005-BR
2655598	13-Jun-07	2655598	ATL-005-CA
CN101466382A	13-Jun-07	2007800222077	ATL-005-CN
200900010	12-Jan-09	200900010	ATL-005-EA
2029143	13-Jun-07	077960490	ATL-005-EP
1131569A	11-Dec-09	91117009	ATL-005-HK
195916	13-Jun-07	195916	ATL-005-IL
		2762MUMNP2008	ATL-005-IN
2010500284	13-Jun-07	2009515468	ATL-005-JP
20090029268	13-Jun-07	1020097000879	ATL-005-KR
MXA08015954	13-Jun-07	MXA08015954	ATL-005-MX
	13-Jun-07	PI20084937	ATL-005-MY
	13-Jun-07	573872	ATL-005-NZ
	13-Jun-07	12008502653	ATL-005-PH
	13-Jun-07	2008089732	ATL-005-SG
	16-Jan-09	a200900239	ATL-005-UA
	13-Jun-07	1200803003	ATL-005-VN
	13-Jun-07	200900259	ATL-005-ZA
7618962	27-Feb-06	11362393	ATL-006-US
2010-0120765	22-Jul-09	12507472	ATL-006-US
7601723	27-Feb-06	11362387	ATL-007-US
7598379	27-Feb-06	11362390	ATL-008-US
2010-0004445	15-Jul-09	12503373	ATL-008-US
7579348	27-Feb-06	11362392	ATL-009-US
2009-0118309	16-Jul-07	11879133	ATL-010-US
2007275765	17-Jul-07	2007275765	ATL-010-AU

PATENT PUBLICATION NUMBER	FILING DATE	APPLICATION NUMBER	DOCKET #
	17-Jul-07	PI07131992	ATL-010-BR
2658404	17-Jul-07	2658404	ATL-010-CA
CN 101516832A	17-Jul-07	2007800343349	ATL-010-CN
2041136	17-Jul-07	078105145	ATL-010-EP
196536	17-Jul-07	196536	ATL-010-IL
	17-Jul-07	1040DELNP2009	ATL-010-IN
2010505747	17-Jul-07	2009520802	ATL-010-JP
	17-Jul-07	574525	ATL-010-NZ
2009103041	17-Jul-07	2009103041	ATL-010-RU
	17-Jul-07	200900627	ATL-010-ZA
US-2009-0082347-A1	6-Nov-08	12266259	ATL-014-US
7470697	31-Aug-07	11897678	ATL-014-US
	5-Nov-10	12940457	ATL-015-US
2009-0162292	18-Dec-08	12338369	ATL-017-US
2011-0003765	20-Sep-10	12809381	ATL-017-US
2008340186	20-Dec-08	2008340186	ATL-017-AU
	20-Dec-08	PI0821071-3	ATL-017-BR
2710151	20-Dec-08	2710151	ATL-017-CA
101938906	20-Dec-08	2008801251885	ATL-017-CN
	20-Dec-08	201001031	ATL-017-EA
2234490	20-Dec-08	088649421	ATL-017-EP
	20-Dec-08	206477	ATL-017-IL
	20-Dec-08	4246CHENP2010	ATL-017-IN
2011-507907	20-Dec-08	2010539923	ATL-017-JP
20100103631	20-Dec-08	1020107016275	ATL-017-KR
MXa2010006645	20-Dec-08	MXa2010006645	ATL-017-MX
	20-Dec-08	PI2010002822	ATL-017-MY
	20-Dec-08	586670	ATL-017-NZ
	20-Dec-08	12010501370	ATL-017-PH
	20-Dec-08	2010043722	ATL-017-SG
	19-Jul-10	201009037	ATL-017-UA
	20-Dec-08	1201001823	ATL-017-VN
	20-Dec-08	201004535	ATL-017-ZA
2009-0181920	9-Jan-09	12351209	ATL-018-US
2009204084	9-Jan-09	2009204084	ATL-018-AU
	9-Jan-09	PI09072489	ATL-018-BR
2711495	9-Jan-09	2711495	ATL-018-CA
101938904	9-Jan-09	2009801042314	ATL-018-CN
	9-Jan-09	201001135	ATL-018-EA
2240020	9-Jan-09	097008213	ATL-018-EP

PATENT/PUBLICATION NUMBER	FILING DATE	APPLICATION NUMBER	DOCKET
	9-Jan-09	206801	ATL-018-IL
	9-Jan-09	4840CHENP2010	ATL-018-IN
2011-S09305	9-Jan-09	2010-542368	ATL-018-JP
7875608	17-Dec-08	12337010	ATL-019-US
WO2011/005871	7-Jul-10	PCTUS1041228	ATL-021-WO
2008-0219927	16-Jan-08	12014949	ATL-022-US
WO2011/002917	30-Jun-10	PCTUS1040651	ATL-023-WO
2011-0003766	30-Jun-10	12827932	ATL-023-US
7671191	17-Oct-07	11975080	ATL-7224-US
2010-0093770	14-Apr-08	12450832	ATL-025-US