

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT												
NATURE OF CONVEYANCE:	ASSIGNMENT												
CONVEYING PARTY DATA													
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Clinical Data, Inc.</td> <td>10/26/2012</td> </tr> </tbody> </table>		Name	Execution Date	Clinical Data, Inc.	10/26/2012								
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RECEIVING PARTY DATA													
<table border="1"> <tr> <td>Name:</td> <td>Dogwood Pharmaceuticals, Inc.</td> </tr> <tr> <td>Street Address:</td> <td>2711 Centerville Road</td> </tr> <tr> <td>Internal Address:</td> <td>Suite 400</td> </tr> <tr> <td>City:</td> <td>Wilmington</td> </tr> <tr> <td>State/Country:</td> <td>DELAWARE</td> </tr> <tr> <td>Postal Code:</td> <td>19808</td> </tr> </table>		Name:	Dogwood Pharmaceuticals, Inc.	Street Address:	2711 Centerville Road	Internal Address:	Suite 400	City:	Wilmington	State/Country:	DELAWARE	Postal Code:	19808
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PROPERTY NUMBERS Total: 2													
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CORRESPONDENCE DATA													
Fax Number:	3128762020												
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>													
Phone:	(312) 876-1800												
Email:	adiaz@woodphillips.com												
Correspondent Name:	Wood, Phillips, Katz, Clark & Mortimer												
Address Line 1:	500 West Madison Street												
Address Line 2:	Suite 1130												
Address Line 4:	Chicago, ILLINOIS 60661												
ATTORNEY DOCKET NUMBER:	BCP10732P00010US&11US												
NAME OF SUBMITTER:	Mark Polyakov												
Signature:	/Mark Polyakov/												

Date:

05/10/2013

Total Attachments: 3

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BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT

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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:

- 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.
- 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").
- 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").
- 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").
- 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

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Step 4.6

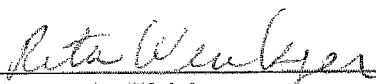
Final Value, Assignor (in the case of a shortfall) or Assignee (in the case of an excess) shall make payment to the other party in cash of the amount of such shortfall or excess, as applicable, without interest.

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.

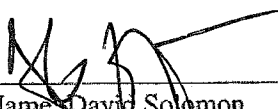
[Remainder of Page Intentionally Left Blank]

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: 
Name: Rita Weinberger
Title: Secretary

CLINICAL DATA, INC.

By: 
Name: David Solomon
Title: Vice President

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