

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT5116087

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	BILL OF SALE
CONVEYING PARTY DATA	
Name	Execution Date
ACTIVBIOTICS, INC.	03/26/2008
METAPHORE PHARMACEUTICALS, INC.	03/26/2008
RECEIVING PARTY DATA	
Name:	KEREOS, INC.
Street Address:	4041 FOREST PARK AVE.
City:	ST. LOUIS
State/Country:	MISSOURI
Postal Code:	63108
Name:	INOTEK PHARMACEUTICALS CORPORATION
Street Address:	100 CUMMINGS CENTER
City:	BEVERLY
State/Country:	MASSACHUSETTS
Postal Code:	01915
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	11766221
CORRESPONDENCE DATA	
Fax Number:	(314)259-2020
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	3142592000
Email:	bcipdocketing@bclplaw.com
Correspondent Name:	BRYAN CAVE LEIGHTON PAISNER LLP
Address Line 1:	211 NORTH BROADWAY, SUITE 3600
Address Line 4:	ST. LOUIS, MISSOURI 63102
ATTORNEY DOCKET NUMBER:	2392502
NAME OF SUBMITTER:	ABBY COTTON
SIGNATURE:	/Abby Cotton/
DATE SIGNED:	08/29/2018

Total Attachments: 24

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BILL OF SALE AND SALE AGREEMENT

BETWEEN

**JOSEPH F. FINN, JR., ON BEHALF OF
ACTIVBIOTICS, INC. AND
METAPHORE PHARMACEUTICALS, INC.**

AND

**KEREOS, INC. AND
INOTEK PHARMACEUTICALS CORPORATION**

MARCH 26, 2008

BILL OF SALE AND SALE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, that on December 7, 2007, Joseph F. Finn, Jr. and ActivBiotics, Inc., a Delaware corporation (the "Company"), entered into that certain assignment for the benefit of creditors (the "Assignment"), which was duly filed with the Town Clerk of Lexington, Massachusetts on December 11, 2007. Joseph F. Finn, Jr., as assignee for the benefit of creditors of the Company and by and on behalf of the Company (the "Assignee"), and Metaphore Pharmaceuticals, Inc., a Delaware corporation and wholly-owned subsidiary of the Company ("Metaphore" and together with the Assignee on behalf of the Company, the "Sellers"), in consideration of [REDACTED], by Kereos, Inc., a Delaware corporation, and Inotek Pharmaceuticals Corporation, a Delaware corporation (jointly and severally, the "Buyer"), having their respective principal offices at the addresses set forth on the signature page hereto, do hereby sell, transfer, assign, grant, convey and relinquish exclusively to Buyer all of Sellers' right, title and interest in and to the assets set forth below in Sections 1 and 2 (collectively, the "Sale Assets") to have and to hold unto said Buyer, its successors and assigns, for its and their own use and behalf forever, subject to liens of record (but not subject to any liens that are held by any creditor of Sellers assenting to the Assignment):

1. Patents and Other General Assets.

(a) Patents. All of the Sellers' right, title and interest in and to (including without limitation the right to sue for and obtain remedies against past infringement and rights of priority and protection of interest therein) the patents and patent applications listed on Exhibit A attached hereto (respectively, the "Patents" and the "Patent Applications"). The Patents and Patent Applications shall be transferred to the Buyer pursuant to an Assignment of Patents and Patent Applications substantially in the form of Exhibit B.

(b) Know-How. All the Sellers' right, title and interest in and to all tangible and intangible assets, rights, interests, intellectual property, patents, patent applications, contracts, permits, approvals and benefits relating to, arising out of or concerning the superoxide dismutase ("SOD") program of the Company and/or Metaphore, including without limitation all of the Sellers' right, title and interest in and to the clinical stage drug candidates M40403 and M40419 and all related compounds (including all quantities of inventory and samples relating thereto, wherever located); the library of 250 small molecules (including all quantities of inventory and samples relating thereto, wherever located); all know-how relating thereto; all lab and clinical trial data, studies and results and all rights arising therefrom or relating thereto; and lab notebooks relating thereto.

2. Pfizer License and Other Matters

(a) Pfizer License Agreement; Assumption of Liabilities. All of Metaphore's right, title and interest in and to (i) the License Agreement, dated as of December 19, 2003 (the "Pfizer License Agreement"), by and between Pfizer, Inc. and Metaphore, as amended, and (ii) any confidentiality, non-disclosure and inventions assignment agreements with consultants and employees relating to the Sale Assets. The Buyer hereby assumes, and agrees to perform, discharge and undertake all obligations, liabilities and responsibilities of the Sellers under and with respect to, the Pfizer License Agreement, including but not limited to the obligation to make any payments required thereunder.

(c) FDA Matters. Subject to applicable laws, rules and regulations, including any consent which may be required by any governmental agency, all rights, title and interest in and to all applications, data, protocols and other instruments and documents on file with the U.S. Food & Drug Administration or any other governmental or quasi-governmental agency or body relating thereto, relating to the Sale Assets, including the SOD program of Metaphore.

(c) Closing Deliveries. All rights, title and interest of Sellers in and to the Closing Deliveries (defined below).

3. Representations of the Buyer. The Buyer represents that this Agreement and the execution of any documents reasonable and necessary for the purpose of conveying, transferring and assigning all of the Sellers' right, title and interest in and to the Sale Assets to the Buyer (collectively, the "Conveyance Documents") shall represent a valid and binding obligation of the Buyer, enforceable on its terms.

(b) The Buyer represents that this Agreement and the acquisition of the Sale Assets has been duly authorized and that all required consents of the Buyer have been obtained.

(c) The Buyer acknowledges that it shall be such the Buyer's sole responsibility to obtain a release of any publicly recorded liens on any of the Sale Assets (excepting any liens held by any creditor of the Sellers assenting to the Assignment).

(d) **THE BUYER REPRESENTS THAT IT HAS CONDUCTED A DILIGENCE INVESTIGATION OF THE SALE ASSETS TO ITS SATISFACTION AND THAT, TO ITS KNOWLEDGE, IT HAS RECEIVED SUFFICIENT INFORMATION ON THE SALE ASSETS TO SUBMIT AN OFFER AND PURCHASE THE SALE ASSETS.**

4. Representations of the Sellers.

(a) **EXCEPT AS OTHERWISE SPECIFICALLY SET FORTH IN THIS SECTION 4, THE SALE ASSETS ARE SOLD AND TRANSFERRED BY SELLERS TO BUYER ON AN "AS IS" AND "AS AVAILABLE" BASIS ONLY. SELLERS MAKE NO EXPRESS OR IMPLIED REPRESENTATION, WARRANTY OR GUARANTY WHATSOEVER WITH RESPECT TO THE SALE ASSETS, AND EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SELLERS SHALL HAVE NO LIABILITY WHATSOEVER CONCERNING THE SALE ASSETS, INCLUDING LIABILITY FOR NEGLIGENCE OR ANY OTHER THEORY OF LIABILITY OR CAUSE OF ACTION. IN NO EVENT SHALL SELLERS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR SPECIAL DAMAGES ARISING IN ANY WAY WITH RESPECT TO THE SALE ASSETS, EVEN IF SELLERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

(b) As of the date hereof, the Assignee represents and warrants that (i) the Assignee is a bona fide assignee under Massachusetts law respecting assignments for the benefits or creditors, and the Assignee has the unrestricted right to enter into this Agreement and the agreements contemplated herein and to perform its obligations hereunder, and (ii) the Assignee has the power and authority to execute, deliver, and perform its obligations under this Agreement and the agreements contemplated herein, including the power and authority to convey, transfer and assign all of the Sale Assets to the Buyer.

(c) As of the date hereof, the Sellers represent and warrant that (i) each has the unrestricted right to enter into this Agreement and the agreements contemplated herein and to perform their respective obligations hereunder, and (ii) each has the power and authority to execute, deliver, and perform its obligations under this Agreement and the agreements contemplated herein, including the power and authority to convey, transfer and assign all of the Sale Assets to the Buyer free and clear of all

liens, except for publicly recorded liens on any of the Sale Assets to the extent the same are not held by any creditor of the Sellers assenting to the Assignment.

(d) As of the date hereof, (i) none of the Sellers has any actual knowledge that the Sellers are not the exclusive owners or licensees of all right, title and interest in and to the Sale Assets, with no breaks in the chain of title thereto, (ii) to the actual knowledge of the Sellers, the Sellers have the right to sell and transfer the Sale Assets, including the right to enter into the assignment for the benefit of creditors, free and clear of all liens, except for publicly recorded liens on any of the Sale Assets to the extent the same are not held by any creditor of Sellers assenting to the Assignment, and (iii) to the actual knowledge of Sellers, excepting those claims that are a matter of public record to the extent the same are not held by any creditor of Sellers assenting to the Assignment, no third party has asserted any claims against the Sale Assets, or otherwise indicated an intent to make a claim against the Sale Assets.

(e) As of the date hereof, none of the Sellers has any actual knowledge that either the Company or Metaphore has licensed or sub-licensed any of Sale Assets to any third party that might reasonably interfere with Buyer's use and enjoyment of the Sale Assets.

5. Release. For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer, for and on behalf of itself and its officers, employees, affiliates, successors and assigns (the "Releasing Parties"), hereby completely and fully remise, release, acquit, and forever discharge the Sellers and each of their current or former officers, directors, shareholders, representatives, assignees, principals, agents, trustees, employees, partners, affiliates, successors and assigns (the "Released Parties"), from any and all rights, claims, demands, suits, actions, causes of action, obligations, damages, costs, losses; interest, expenses and liabilities of any kind or nature whatsoever, whether legal, equitable or statutory, liquidated or unliquidated, known or unknown, suspected or unsuspected, reasonably discoverable or not, present, fixed or contingent, which the Releasing Parties ever had, now have or could have had from the beginning of the world to the date hereof against the Released Parties (collectively, "Claims") to the extent such Claims arise out of the sale of the Sale Assets hereunder, and excepting only those Claims arising out of or based on (i) fraud or fraudulent misrepresentation and (ii) Assignee's contractual obligations under this Bill of Sale and Sale Agreement.

6. Allocation of Purchase Price. The parties hereto shall mutually agree upon a schedule setting forth a mutually acceptable allocation of the Purchase Price.

7. Complete Agreement. This Agreement, including all exhibits, schedules and attachments hereto (which are incorporated herein for all purposes) fully and completely expresses the parties' agreement, and all understandings and agreements heretofore had between the parties, if any, are extinguished and of no force and effect except to the extent such are expressly set forth herein or the Closing Deliveries (defined below), and this Agreement is entered into after full investigation by the Buyer of the Sale Assets, and no reliance is made by the Buyer upon any statements or representations not embodied in this Agreement or the Closing Deliveries.

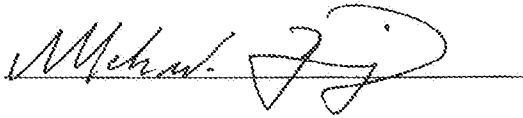
8. Closing Deliveries. Simultaneously upon the execution of this Agreement and Buyer's payment of the Purchase Price, Sellers shall deliver to Buyer the following instruments, which are attached hereto as Exhibit C and incorporated herein for all purposes (the "Closing Deliveries"): (i) Release of Security Interest Letter Agreement, dated as of the date hereof, from Horizon Technology Funding Company, LLC, (ii) Release of Security Interest Letter Agreement, dated as of the date hereof, from HealthCare Ventures, LLC, (iii) Representation Letter from Sellers to Buyers, dated as of the date hereof, and (iv) Confirmation of Non-Assignment and Non-Sublicense of License Agreement of Pfizer Inc.

9. Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts and any suit or action hereunder, except as otherwise set forth herein, shall be brought in said jurisdiction.

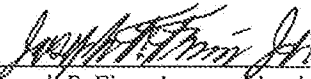
[Signature page to follow]

IN WITNESS WHEREOF, Sellers have caused this Bill of Sale and Sale Agreement to be signed by its proper representatives effective as of the 26th day of March, 2008.

Witness:



ACTIVBIOTICS, INC.

By: 
Joseph F. Finn, Jr., as and only as assignee
for the benefit of creditors of ActivBiotics,
Inc., and not individually.

METAPHORE PHARMACEUTICALS, INC.

By: _____
Steven C. Gilman
President

KEREOS, INC.

By: _____
Name:
Title:

[Address]

Telephone:
Fax:

INOTEK PHARMACEUTICALS
CORPORATION

By: _____
Name:
Title:

[Address]

Telephone:
Fax:

COUNTY OF SUFFOLK

:
: ss.:

COMMONWEALTH OF MASSACHUSETTS :

BE IT REMEMBERED, that on this 25th day of March, 2008, before me, the subscriber, a notary public of the Commonwealth of Massachusetts, personally appeared Joseph F. Finn, Jr., who, I am satisfied, is the person who signed the foregoing Bill of Sale and Sale Agreement as the assignee for the benefit of creditors of ActivBiotics, Inc., a Seller named therein, and he thereupon acknowledged that the said instrument made by such Seller was signed, sealed with the corporate seal and delivered by him as such officer and is the voluntary act and deed of such Seller.

Andrea L. Travers
Notary Public

Andrea L. Travers
Notary Public
My Commission Expires
July 23, 2010

COUNTY OF SUFFOLK

:
: ss.:

COMMONWEALTH OF MASSACHUSETTS :

BE IT REMEMBERED, that on this _____ day of March, 2008, before me, the subscriber, a notary public of the Commonwealth of Massachusetts, personally appeared Steven Gilman, who, I am satisfied, is the person who signed the foregoing Bill of Sale and Sale Agreement as the President and Chief Executive Officer of Metaphore Pharmaceuticals, Inc., a Seller named therein, and he thereupon acknowledged that the said instrument made by such Seller was signed, sealed with the corporate seal and delivered by him as such officer and is the voluntary act and deed of such Seller.

Notary Public

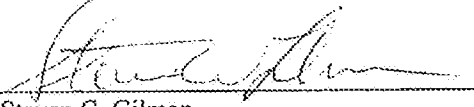
IN WITNESS WHEREOF, Sellers have caused this Bill of Sale and Sale Agreement to be signed by its proper representatives effective as of the 26th day of March, 2008.

Witness:

ACTIVBIOTICS, INC.

By: _____
Joseph F. Finn, Jr., as and only as assignee
for the benefit of creditors of ActivBiotics,
Inc., and not individually.

METAPHORE PHARMACEUTICALS, INC.

By: 
Steven C. Gilman
President

KEREOS, INC.

By: _____
Name:
Title:

[Address]

Telephone:
Fax:

**INOTEK PHARMACEUTICALS
CORPORATION**

By: _____
Name:
Title:

[Address]

Telephone:
Fax:

COUNTY OF SUFFOLK :

: ss.:

COMMONWEALTH OF MASSACHUSETTS :

BE IT REMEMBERED, that on this _____ day of March, 2008, before me, the subscriber, a notary public of the Commonwealth of Massachusetts, personally appeared Joseph F. Finn, Jr., who, I am satisfied, is the person who signed the foregoing Bill of Sale and Sale Agreement as the assignee for the benefit of creditors of ActivBiotics, Inc., a Seller named therein, and he thereupon acknowledged that the said instrument made by such Seller was signed, sealed with the corporate seal and delivered by him as such officer and is the voluntary act and deed of such Seller.

Notary Public

COUNTY OF SUFFOLK *implied* :

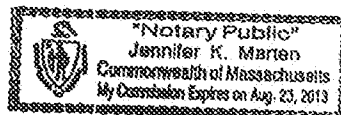
: ss.:

COMMONWEALTH OF MASSACHUSETTS :

BE IT REMEMBERED, that on this 20th day of March, 2008, before me, the subscriber, a notary public of the Commonwealth of Massachusetts, personally appeared Steven Gilman, who, I am satisfied, is the person who signed the foregoing Bill of Sale and Sale Agreement as the President and Chief Executive Officer of Metaphore Pharmaceuticals, Inc., a Seller named therein, and he thereupon acknowledged that the said instrument made by such Seller was signed, sealed with the corporate seal and delivered by him as such officer and is the voluntary act and deed of such Seller.

Jennifer K. Marten

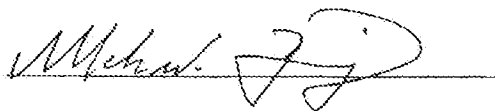
Notary Public



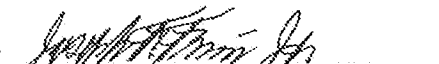
IN WITNESS WHEREOF, Sellers have caused this Bill of Sale and Sale Agreement to be signed by its proper representatives effective as of the 26th day of March, 2008.

Witness:

ACTIVBIOTICS, INC.



By:


Joseph F. Finn, Jr., as and only as assignee
for the benefit of creditors of ActivBiotics,
Inc., and not individually.

METAPHORE PHARMACEUTICALS, INC.

By:

Steven C. Gilman
President

KEREOS, INC.

By:

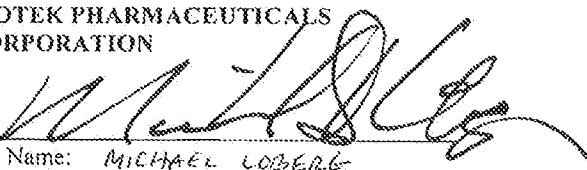
Name:
Title:

[Address]

Telephone:
Fax:

INOTEK PHARMACEUTICALS
CORPORATION

By:


Name: MICHAEL LOBERG
Title: INTERIM PRESIDENT and CEO

[Address] 100 CLUMMINGS CENTER, 4TH FLOOR.

BEVERLY, MA 01915

Telephone: (978) 232-3660

Fax: (978) 232-8975

IN WITNESS WHEREOF, Sellers have caused this Bill of Sale and Sale Agreement to be signed by its proper representatives effective as of the 26th day of March, 2008.

Witness:

Michael F. F.

ACTIVBIOTICS, INC.

By: Joseph F. Finn, Jr.
Joseph F. Finn, Jr., as and only as assignee
for the benefit of creditors of ActivBiotics,
Inc., and not individually.

METAPHORE PHARMACEUTICALS, INC.

By: _____
Steven C. Gilman
President

KEREOS, INC.

By: Catherine L. Matthes
Name: CATHERINE L. MATTHES
Title: Chief Financial Officer

[Address] 4041 FOREST PARK AVE.
ST. LOUIS, MO 63108

Telephone: 314-633-1879

Fax: 314-633-1878

INOTEK PHARMACEUTICALS
CORPORATION

By: _____
Name:
Title:

[Address]

Telephone:

Fax:

EXHIBIT A

Patents and Patent Applications

See attachment.

Schedule 1

Sommerschein Reference	Title	Serial No.	Filing Date	Subject Matter	Status	Coverage of M40403 and M40419
COMPOSITION OF MATTER						
60019610-0023	SUBSTITUTED PYRIDINO PENTAAZAMACROCYCLE COMPLEXES HAVING SUPEROXIDE DISMUTASE ACTIVITY	09/398,120	9-16-1999	The present invention relates to compounds which are effective as catalysts for dismutating superoxide and, more particularly, the manganese or iron complexes of substituted, unsaturated heterocyclic pentaazacyclopentadecane ligands which catalytically dismutate superoxide. Broadly describes structure and function of substituted pyridino SODms, including derivatives of M40403 in claim 1. (Possible next-generation leads)	US 6,214,817 Issued 4-10-2001 10/10/08 7.5 maintenance fee due	No
PATENTS ALSO ISSUED IN: Australia 784078; Hong Kong HK1046689; Europe 1212323; United Kingdom 1212323; France 1212323; Germany 60011446.5; and Spain 2222925 APPLICATIONS PENDING IN: Canada 2382105 and Japan 2001-523400						
60019610-0410	SUBSTITUTED PYRIDINO PENTAAZAMACROCYCLE COMPLEXES HAVING SUPEROXIDE DISMUTASE ACTIVITY	EP 04003746.7	9-14-2000	The present invention relates to compounds which are effective as catalysts for dismutating superoxide, and more particularly, the manganese or iron complexes of substituted, unsaturated heterocyclic pentaazacyclopentadecane ligands which catalytically dismutate superoxide, including M40403 derivatives.	1420022 Issued 7-4-2007 Nationalized National applications.	No
PATENTS ALSO ISSUED IN: United Kingdom 1420022; Germany 60035440.7; Italy 1420022; Spain 1420022; France 1420022; and Sweden 1420022 1212323; APPLICATIONS PENDING IN: N/A						

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GALCO CONFIDENTIAL

PATENT
REEL: 046971 FRAME: 0190

60019610-0411	SUBSTITUTED PYRIDINO PENTAAMACROCYCLE COMPLEXES HAVING SUPEROXIDE DISMUTASE ACTIVITY	EP 04003751.7	9-14-2000	The present invention relates to compounds which are effective as catalysts for dismutating superoxide, and more particularly, the manganese or iron complexes of substituted, unsaturated heterocyclic pentaazacyclodecane ligands which catalytically dismutate superoxide, related to ligands only, and including a ligand which, when chelated, would comprise M40403 derivative.	1420019 Issued 7-25-2007 Nationalized National applications filed 9/27/07	No
PATENTS ALSO ISSUED IN: United Kingdom 1420019; France 1420019; Italy 1420019; Sweden 1420019; Spain 1420019; and Germany 1420019 APPLICATIONS ALSO PENDING IN: N/A						
60019610-0031	MANGANESE COMPLEXES OF NITROGEN CONTAINING MACROCYCLIC LIGANDS EFFECTIVE AS CATALYSTS FOR DISMUTATING SUPEROXIDE	CA 2072934	7-2-1992	The present invention is directed to low molecular weight mimics of superoxide dismutase (SOD), useful as therapeutic agents for inflammatory disease states and disorders, ischemic/reperfusion injury, stroke, atherosclerosis, hypertension and all other conditions of oxidant-induced tissue damage or injury. M40403 likely covered by claim 1, patent claims broadly to treatment of any disease caused by superoxide dismutase radicals	2072934 Issued 8-28-2007 Annuitly due 07/02/08	Yes
60019610-0097	MANGANESE COMPLEXES OF NITROGEN-CONTAINING MACROCYCLIC LIGANDS EFFECTIVE AS CATALYSTS FOR DISMUTATING SUPEROXIDE	08/442,147	5-16-1995	The present invention is directed to low molecular weight mimics of superoxide dismutase (SOD), useful as therapeutic agents for inflammatory disease states and disorders, ischemic/reperfusion injury, stroke, atherosclerosis, hypertension and all other conditions of oxidant-induced tissue damage or injury. Precursor ligand of M40403 not covered by claim 1, but patent limited to composition claims	US 6,084,093 Issued 7-4-2000 11.5 Maintenance fee due 01/04/12	No
60019610-0100	MANGANESE COMPLEXES OF NITROGEN-CONTAINING MACROCYCLIC LIGANDS EFFECTIVE AS CATALYSTS FOR DISMUTATING SUPEROXIDE	08/469,064	6-6-1995	The present invention is directed to low molecular weight mimics of superoxide dismutase (SOD), useful as therapeutic agents for inflammatory disease states and disorders, ischemic/reperfusion injury, stroke, atherosclerosis, hypertension and all other conditions of oxidant-induced tissue damage or injury. M40403 likely covered by claim 1, patent claims broadly to treatment of any disease caused by superoxide dismutase radicals.	US 5,874,421 Issued 2-23-1999 11.5 Maintenance fee due 08/23/10	Yes

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GALE  CONFIDENTIAL

60019610-0098	METHODS OF PREPARING MANGANESE COMPLEXES OF NITROGEN-CONTAINING MACROCYCLIC LIGANDS	08/442,455	5-16-1995	The present invention is directed to low molecular weight mimics of superoxide dismutase (SOD), useful as therapeutic agents for inflammatory disease states and disorders, ischemic/reperfusion injury, stroke, atherosclerosis, hypertension and all other conditions of oxidant-induced tissue damage or injury. M40403 not covered by claim 1, but all claims to compositions or methods of making, no methods of treatment.	US 5,610,293 Issued 3-11-1997 11.5 Maintenance fee 09/11/08	No
60019610-0099	MANGANESE COMPLEXES OF NITROGEN-CONTAINING MACROCYCLIC LIGANDS EFFECTIVE AS CATALYSTS FOR DISMUTATING SUPEROXIDE	08/442,454	5-16-1995	The present invention is directed to low molecular weight mimics of superoxide dismutase (SOD), useful as therapeutic agents for inflammatory disease states and disorders, ischemic/reperfusion injury, stroke, atherosclerosis, hypertension and all other conditions of oxidant-induced tissue damage or injury. M40403 likely covered by claim 1, which is to a pharmaceutical composition.	US 5,637,578 Issued 6-10-1997 11.5 Maintenance fee 12/10/08	Yes
60019610-0195	MANGANESE COMPLEXES OF NITROGEN-CONTAINING MACROCYCLIC LIGANDS EFFECTIVE AS CATALYSTS FOR DISMUTATING SUPEROXIDE	NZ 272364	7-13-1992	The present invention relates to compounds effective as catalysts for dismutating superoxide and, more particularly, related to manganese(II) or manganese(III) complexes of nitrogen-containing fifteen-membered macrocyclic ligands which catalytically dismutate superoxide. Precursor ligand of M40403 not covered by claim, but all claims to compositions or methods of making, no methods of treatment.	NZ 272364 Issued 6-17-1996 Patent Expiration 07/13/12	Yes
60019610-0048	MANGANESE COMPLEXES OF NITROGEN-CONTAINING MACROCYCLIC LIGANDS EFFECTIVE AS CATALYSTS FOR DISMUTATING SUPEROXIDE	KR 700147/1994	7-2-1992	The present invention relates to compounds effective as catalysts for dismutating superoxide and, more particularly, related to manganese(II) or manganese(III) complexes of nitrogen-containing fifteen-membered macrocyclic ligands which catalytically dismutate superoxide. Precursor ligand of M40403 not covered by claim 1, but all claims to compositions or methods of making, no methods of treatment.	KR 145953 Issued 7-9-1998 Annuity due 05/06/08	Yes
PATENTS ALSO ISSUED IN: Europe 0598753 ; Japan 3155552; Australia 661023; Germany 69224839.0; Spain 92915849.1; France 0598753; United Kingdom 0598753; Italy 0598753; and South Korea 154346 APPLICATIONS PENDING IN: N/A						

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GALE CONFIDENTIAL

60019610-0056	MANGANESE COMPLEXES OF NITROGEN-CONTAINING MACROCYCLIC LIGANDS EFFECTIVE AS CATALYSTS FOR DISMUTATING SUPEROXIDE	08/004,444	1-14-1993	The present invention is directed to low molecular weight mimics of superoxide dismutase (SOD), useful as therapeutic agents for inflammatory disease states and disorders, ischemic/reperfusion injury, myocardial infarction, stroke, atherosclerosis, and all other conditions of oxidant-induced tissue damage or injury. M40403 likely covered in claim 1.	US 6,204,259 Issued 3-20-2001 7.5 Maintenance due 09/20/08	Yes
PATENTS ALSO ISSUED IN: N/A APPLICATIONS PENDING IN: N/A						
60019610-0090	MANGANESE OR IRON COMPLEXES OF NITROGEN-CONTAINING MACROCYCLIC LIGANDS EFFECTIVE AS CATALYSTS FOR DISMUTATING SUPEROXIDE	08/596,887	3-14-1996	Low molecular weight mimics of superoxide dismutase (SOD), useful as therapeutic agents for inflammatory disease states and disorders, ischemic/reperfusion injury, stroke, atherosclerosis, and all other conditions of oxidant-induced tissue damage or injury. Broad claims to pharmaceutically active compositions; M40403 likely covered in claim 1.	U.S. 6,525,041 Issued 2-25-2003 7.5 Maintenance due 08/25/10	No
PATENTS ALSO ISSUED IN: N/A APPLICATION PENDING IN: Canada 2224060						
60019610-0499	POLYETHYLENE GLYCOLATED SUPEROXIDE DISMUTASE MIMETICS	11/766221	7-21-2007	Compounds and methods for utilizing compounds comprising a superoxide dismutase mimetic covalently linked to polyethylene glycol. Methods are also provided for preparing a superoxide dismutase mimetic covalently linked to a polyethylene glycol, the methods comprising reacting an activated polyethylene glycol with a superoxide dismutase mimetic, or alternatively, reacting a superoxide dismutase mimetic with an activated polyethylene glycol. A method is also provided for preventing or treating a disease or disorder in which superoxide anions are implicated, comprising administering to a subject in need thereof, a therapeutically effective amount of a compound comprising a superoxide dismutase mimetic covalently linked to a polyethylene glycol. Methods of determining the safety and efficacy of the compounds are also provided. Methods for determining the safety and efficacy can include methods in lab animals and humans. M40403 in application for broad treatment, coupled to PEG.	Pending; Awaiting Action Pending Information Disclosure Statement due	Yes

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PATENTS ALSO ISSUED IN: N/A
APPLICATION PENDING IN: Canada 2591970

METHODS OF USE--TREATING ORAL MUCOSITIS

60019610-0513	METHODS OF TREATING ORAL MUCOSITIS	11/871848	10/12/2007	Methods and kits for treating oral mucositis are disclosed. The treatment comprises administering to a patient in need thereof a Reactive Oxygen Species scavenger in a pharmaceutically acceptable formulation. Claims 21 and 49 are directed to method of treatment using M40403 and a kit using M40403, respectively.	Pending; First Extension to Missing Parts due 4-3-2008	No
60019610-0514	METHODS OF TREATING ORAL MUCOSITIS	PCT/US07/21897	10/12/2007	Methods and kits for treating oral mucositis are disclosed. The treatment comprises administering to a patient in need thereof a Reactive Oxygen Species scavenger in a pharmaceutically acceptable formulation. Claims 21 and 49 are directed to method of treatment using M40403 and a kit using M40403, respectively.	Pending; Response to correct defects due 2-14-2008	No

COMBINATION THERAPY

60019610-0386	COMBINATION THERAPY OF AN SODM AND A CORTICOSTEROID FOR PREVENTION AND/OR TREATMENT OF INFLAMMATORY DISEASE	10/481,396	6-2-2004	The present invention relates to pharmaceutical compositions and methods using such compositions for the treatment of inflammatory disease. Such compositions contain a catalyst for the dismutation of superoxide, including superoxide dismutase enzyme (SOD) and low molecular weight organic ligand derived metal complexes that function as mimics of the enzyme (SOD mimetics or SODm) in combination with corticosteroids. M40403 likely part of broad claims to SOD mimetics, but patent limited to inflammation and it's treatment.	Pending; Awaiting Action	No
PATENTS ISSUED IN: N/A APPLICATIONS ALSO PENDING IN: Europe 02752107.9; Japan 2003-507099; Canada 2451602 and Mexico PA/a/2003/011795						

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60019610-0483	COMBINATION THERAPY OF SODm AND CORTICOSTEROID FOR PREVENTION AND/OR TREATMENT OF INFLAMMATORY BONE OR JOINT DISEASE	11/141,550	5-31-2005	The present invention relates to pharmaceutical compositions and methods of using such compositions for the treatment of inflammatory diseases of the bone and joints. The compositions comprise a catalyst for the dismutation of superoxide, which is a non-proteinaceous mimetic of superoxide dismutase, in combination with a corticosteroid. The combination is substantially more effective than either the superoxide dismutase mimetic or the corticosteroid given alone at the same dose. Treatment with the combination beneficially alters the progression of the inflammatory bone and joint disease as measured histologically in diminished bone resorption and infiltration of inflammatory cells; as measured radiographically in diminished joint erosion, and diminished bone erosion and osteophyte formation; and as measured histomorphometrically in decreased bone resorption measurements of eroded surface and/or osteoclast surface relative to bone surface, and increased bone formation measurements of osteoblast surface relative to bone surface. Claims 15, 33, 51, 67, 81, and 96 cover M40403 as compound used in method of treatment.	Restriction Requirement 4th extension due 5-19-2008	No
PATENTS ISSUED IN: N/A APPLICATIONS ALSO PENDING IN: N/A						
METHODS OF MANUFACTURING AND PROCESS						
60019610-0120	ANALGESIC METHODS USING SYNTHETIC CATALYSTS FOR THE DISMUTATION OF SUPEROXIDE RADICALS	09/057,831	4-9-1998	The present invention relates to synthetic low molecular weight catalysts for the dismutation of superoxide, which are potent analgesics that are effective in elevating the pain threshold in hyperalgesic conditions such as arthritis, and also operate to prevent or reverse tolerance to opioid analgesics. Describes structure and function of SODms, including M40403 in example 157. M40403 likely covered in broad claim 1.	US 6,180,620 Issued 1-30-2001 7.5 Maintenance Fee due 07/30/08	No
PATENTS ALSO ISSUED IN: Australia 733415; Europe 1001752; Germany 69820633.9; Spain 1001752; and Italy 1001752 APPLICATIONS PENDING IN: Japan 504593/1999						

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60019610-0219	BIOMATERIALS MODIFIED WITH SUPEROXIDE DISMUTASE MIMICS	EP 00932810.5	5-26-2000	The present invention relates to biomaterials modified with non-proteinaceous catalysts for the dismutation of superoxide, and processes for making such materials. This modification may be by covalent conjugation, copolymerization, or admixture of the non-proteinaceous catalyst with the biomaterial. The resulting modified biomaterials exhibit a marked decrease in inflammatory response and subsequent degradation when placed in contact with vertebrate biological systems. M40403 covered in claim 1.	EP 1185312 National	Yes
PATENTS ALSO IN: Germany 60018925.2; Spain 1185312; Italy 1185312; France 1185312; and United Kingdom 1185312 APPLICATIONS PENDING IN: U.S. 09/580,007 and Japan 2000-620999						
(Mintz Levin)	BIOPOLYMERS MODIFIED WITH SUPEROXIDE DISMUTASE MIMICS	10/702,407	11-5-2003	The present invention provides modified biopolymers comprising biopolymers attached to at least one non-proteinaceous catalyst capable of dismutating superoxide in the biological system or precursor ligand thereof. The invention further provides pharmaceutical compositions comprising the modified biopolymer and therapeutic methods comprising administering the modified biopolymer to a subject in need thereof. M40403 covered in claim 1 and Table 1.	US 7,004,976 Issued 2-28-2006	Yes
60019610-0469	BIOMATERIALS MODIFIED WITH SUPEROXIDE DISMUTASE MIMICS	EP 05006278.5	5-26-2000	The present invention relates to biomaterials modified with non-proteinaceous catalysts for the dismutation of superoxide, and processes for making such materials. This modification may be by covalent conjugation, copolymerization, or admixture of the non-proteinaceous catalyst with the biomaterial. The resulting modified biomaterials exhibit a marked decrease in inflammatory response and subsequent degradation when placed in contact with vertebrate biological systems. M40403 covered in claim 1 and Table 1.	Pending; Awaiting Action Nationals due 04/09/08	Yes
60019610-0232	ANALGESIC METHODS USING SYNTHETIC CATALYSTS FOR THE DISMUTATION OF SUPEROXIDE RADICALS	09/634,152	8-9-2000	The present invention is directed to synthetic low molecular weight catalysts for the dismutation of superoxide, which are potent analgesics that are effective in elevating the pain threshold in hyperalgesic conditions such as arthritis, and also operate to prevent or reverse tolerance to opioid analgesics. Describes structure and function of SODrns, including M40403 in example 157. M40403 likely covered in claim 4.	US 6,395,725 Issued 5-28-2002 7.5 Maintenance fee due 11/28/09	No

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60019610-0461	SODm THERAPY FOR TREATMENT, PREVENTION, INHIBITION AND REVERSAL OF INFLAMMATORY DISEASE	10/971,799	10-21-2004	The present invention relates to the use of a manganese complex of a heterocyclic pentaazacyclopentadecane ligand, including M40403 in example 157 and claims 3 and 8, which is effective as a catalyst for dismutating superoxide, particularly in treating, preventing, inhibiting and reversing inflammatory disease.	Pending; Awaiting Action	Yes.
PATENTS ISSUED IN: N/A APPLICATIONS ALSO PENDING IN: N/A						
METHODS OF USE IN HEART-RELATED DISORDERS						
60019610-0355	COMPOSITIONS AND METHODS FOR ENHANCING CYTOKINE ACTIVITY AND TREATING HYPOTENSION ASSOCIATED WITH ADMINISTRATION OF CYTOKINE	10/433,290	12-16-2003	The present invention relates to compositions which enhance a mammal's immune response to a cytokine by administering therapeutic amounts of catalysts for the dismutation of superoxide which include superoxide dismutase enzyme (SOD) and small molecular weight organic ligand mimics of that enzyme (SOD mimetics or SODms), including M40403 in claims 70, 88, 97, and 108, alone or in combination with a cytokine. These compositions may be used in methods for enhancing a mammal's immune response to a virus such as the hepatitis C virus or the human immunodeficiency virus (HIV) or to a tumor thereby inhibiting the proliferation of the tumor. This invention also relates to methods of enhancing cancer therapy and methods of preventing and treating hypotension in a mammal resulting from the administration of cytokines by the administration of therapeutic amounts of catalysts for the dismutation of superoxide in combination with a cytokine and catecholamine pressor agents.	Pending; Final extension to Office Action due 2-7-2008 Abandoned 12/6/07: Pending abandonment."	Yes
PATENTS ALSO ISSUED IN: N/A APPLICATIONS ALSO PENDING IN: Japan 2002-554093 and Europe 02707393.1						
METHODS OF USE--DIAGNOSTIC, IMAGING AND DETECTION						

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GALILEO CONFIDENTIAL

60019610-0154	METHODS OF DIAGNOSTIC IMAGE ANALYSIS USING METAL COMPLEXES OF NITROGEN-CONTAINING MACROCYCLIC LIGANDS	08/698,612	8-16-1996	The present invention is directed to metal complexes of nitrogen containing macrocyclic ligands for use as contrast agents in diagnostic imaging. Method claims that broadly cover metal complexes of nitrogen containing macrocyclic ligands; likely that M40403 is covered in claim 1.	US 5,976,498 Issued 11-2-1999 11.5 Maintenance Fee due 05/02/11	No
60019610-0351	METHODS OF DIAGNOSTIC IMAGE ANALYSIS USING BIOCONJUGATES OF METAL COMPLEXES OF NITROGEN-CONTAINING MACROCYCLIC LIGANDS	10/737,486	12-16-2003	The present invention is directed to bioconjugates of complexes for use as contrast agents in diagnostic imaging. Claimed complexes of the invention include M40403.	Pending; Petition to Revive filed 12-4-2007	Yes
PATENTS ALSO ISSUED IN: N/A APPLICATIONS ALSO PENDING IN: N/A						
60019610-0359	CHROMATOGRAPHY OF METAL COMPLEXES	10/469,440	1-29-2004	The present invention related to a high performance liquid chromatography method to routinely and reproducibly detect and quantitate metal complexes. The method comprises loading a solution containing metal complexes, which include M40403 in claims 15, 62, and 75, onto a column, eluting the metal complex from the column with a mobile phase, the mobile phase comprising an excess of a salt of a coordinating anion in a solvent system, and detecting the metal complex with a detector.	Pending; Final Extension to Restriction Requirement due 6-4-2008	Yes
PATENTS ALSO ISSUED IN: N/A APPLICATIONS ALSO PENDING IN: Japan 2002-569925, Canada 2439971, Europe 02721239.8						
KITS						

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60019610-0500	METHOTREXATE COMBINATIONS FOR TREATING INFLAMMATORY DISEASES	11/814347	7-19-2007	The present invention relates to compounds, methods and kits for treating inflammatory diseases. The treatment comprises administering to a patient in need thereof, methotrexate and a Reactive Oxygen Species scavenger, including M40403 in claims 15 and 41, in a pharmaceutically acceptable formulation.	Pending; Awaiting Action	Yes
PATENTS ALSO ISSUED IN: N/A APPLICATIONS ALSO PENDING IN: PCT/US06/01733						

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PATENT
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EXHIBIT B

ASSIGNMENT OF PATENTS AND PATENT APPLICATIONS

This Assignment of Patents and Patent Applications ("Assignment"), effective as of March 26, 2008 (the "Effective Date"), is by and between Joseph F. Finn, Jr., as assignee for the benefit of creditors of ActivBiotics, Inc., a Delaware corporation (the "Company"), and Metaphore Pharmaceuticals, Inc., a Delaware corporation on the one hand (collectively, the "Sellers"), and Kereos, Inc., a Delaware corporation and Inotek Pharmaceuticals Corporation, a Delaware corporation on the other hand (collectively, the "Buyers").

WHEREAS, the Buyers and the Sellers are parties to that certain Bill of Sale and Sale Agreement, dated as of March 26, 2008 (the "Sale Agreement");

WHEREAS, pursuant to the Sale Agreement, the Sellers have agreed to execute and deliver this Assignment;

WHEREAS, the Sellers are the owner of the right, title and interest in and to certain patents (the "Owned Patents") and patent applications (the "Owned Patent Applications") and have certain interest in and to certain other patents (the "Pfizer Patents") and together with the owned Patents, the "Patents") and patent applications (the "Pfizer Patent Applications") and together with the Owned Patent Applications, the "Patent Applications") under that certain License Agreement by and between Pfizer Inc. and Metaphore Pharmaceuticals, Inc., dated December 19, 2003, as amended (the "Pfizer License Agreement"), the Owned Patents and Owned Patent Applications as specified in Exhibit A attached hereto and the Pfizer Patents and the Pfizer Patent Applications as specified in Exhibit B hereto, subject to any and all liens and encumbrances relating to such Patents and Patent Applications previously granted by the Company (but not subject to any liens and encumbrances held by any creditor assenting to the assignment for the benefit of creditors under which Joseph F. Finn, Jr. is acting on behalf of the Company);

WHEREAS, the Sellers are willing to assign to the Buyers their respective rights in such Patents and Patent Applications;

WHEREAS, the Buyers desire to obtain the Sellers' rights in the Patents and Patent Applications in accordance with the terms and conditions set forth in this Assignment and the Sale Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements hereinafter set forth, the sufficiency of which is acknowledged, the Buyers and the Sellers, intending to be legally bound, hereby agree as follows:

1. Assignment. The Sellers do hereby irrevocably grant, sell, convey, transfer, assign, deliver and relinquish exclusively to the Buyer, in perpetuity, all of their respective worldwide right, title, and interest in and to all of the Owned Patents and Owned Patent Applications, together with (i) any right to sue for and obtain remedies against past infringement and rights of priority and protection of interest in such Owned Patents and Owned Patent Applications that Sellers may have and (ii) any right to file and obtain any continuations, continuations-in-part, reissues, patent term extensions, divisionals and reexamination of the Owned Patents and Owned Patent Applications that Sellers may have, as applicable.

2. Recordation. In order to record this Assignment with the United States Patent and Trademark Office (the "PTO") in connection with the Owned Patents and the Owned Patent Applications, the parties hereto shall execute this Assignment and the Sellers shall execute the Recordation Cover Sheet required by the PTO in order to record the assignment effected hereby. Thereafter, the Sellers shall record the executed Recordation Form Cover Sheet with the PTO, together with any schedules and exhibits thereto, including, but not limited to, this Assignment and Exhibit A hereto.
3. Power of Attorney. The Sellers do hereby make, constitute and appoint the Buyers (and any officer or agent of the Buyers as the Buyers may select in their exclusive discretion) as the Sellers' true and lawful attorney-in-fact, with the power to endorse the Sellers' name on all applications, documents, papers and instruments necessary to implement and effect fully the intentions, purposes and provisions of this Assignment, including, but not limited to, the filing of any instrument of assignment and documents related thereto to effect such assignment of the Owned Patents and Owned Patent Applications in the PTO; provided, that the Buyer shall only be entitled to exercise its rights under this power of attorney with respect to any of the foregoing actions to the extent that the Sellers have failed to take such action at the request of the Buyers and following ten (10) days prior written notice to the Sellers of the exercise of such rights. This power of attorney shall be irrevocable.
4. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts and any suit or action hereunder, except as otherwise set forth herein, shall be brought in said jurisdiction.
5. Successors and Assigns. This Assignment shall bind the Sellers and their successors and assigns and inure to the benefit of Buyers and their successors and assigns.

[Signature page to follow]