

Form PTO-1594 (Rev. 07/05)  
OMB Collection 0651-0027 (exp. 6/30/2008)

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

**RECORDATION FORM COVER SHEET  
TRADEMARKS 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):**  
Cogenics, Inc. *W/a* Genesance Pharmaceuticals, Inc.

Individual(s)       Association  
 General Partnership       Limited Partnership  
 Corporation- State: DE  
 Other \_\_\_\_\_

Citizenship (see guidelines) USA

Additional names of conveying parties attached?  Yes  No

**2. Name and address of receiving party(ies)**  Yes  
Additional names, addresses, or citizenship attached?  No

Name: PGxHealth, LLC

Internal Address: \_\_\_\_\_

Street Address: Five Science Park

City: New Havn

State: CT

Country: USA      Zip: 06511

Association      Citizenship \_\_\_\_\_  
 General Partnership      Citizenship \_\_\_\_\_  
 Limited Partnership      Citizenship \_\_\_\_\_  
 Corporation      Citizenship \_\_\_\_\_  
 Other LLC      Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

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

Execution Date(s) Dec. 28, 2006

Assignment       Merger  
 Security Agreement       Change of Name  
 Other \_\_\_\_\_

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No. (s) \_\_\_\_\_

B. Trademark Registration No.(s)  
2966133; 3007395

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Clinical Data, Inc.

Internal Address: Matthew Callatt

Street Address: One Galaway Center, Suite 702

City: Newton

State: MA      Zip: 02458

Phone Number: 617.527.9933 ext. 2528

Fax Number: 617.885.0445

Email Address: mcallatt@chds.com

**6. Total number of applications and registrations involved:** 2

**7. Total fee (37 CFR 2.6(b)(6) & 3.41)** \$ 80

Authorized to be charged by credit card  
 Authorized to be charged to deposit account  
 Enclosed

**8. Payment Information:**

a. Credit Card      Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number 50-1283  
Authorized User Name Matthew Callatt

**9. Signature:** \_\_\_\_\_ March 13, 2007  
Signature      Date

\_\_\_\_\_  
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 11

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, VA 22313-1450

**TRADEMARK**

State of Delaware  
 Secretary of State  
 Division of Corporations  
 Delivered 08:00 AM 12/26/2006  
 FILED 08:00 AM 12/26/2006  
 SRV 061184632 - 2288980 FILE

**CERTIFICATE OF AMENDMENT  
 Of  
 CERTIFICATE OF INCORPORATION  
 Of  
 GENAISSANCE PHARMACEUTICALS, INC.**

GENAISSANCE PHARMACEUTICALS, INC., a corporation duly organized and existing under and by virtue of the provisions of the General Corporation Law of the State of Delaware (the "Corporation"), DOES HEREBY CERTIFY:

1. That the Board of Directors of the Corporation, by the unanimous consent of its members taken at a meeting of the Board duly held on December 22, 2006, adopted the following resolutions in order to amend the Corporation's Certificate of Incorporation:

**RESOLVED:** That, subject to approval by the stockholders of the Corporation, the Certificate of Incorporation of the Corporation be amended to change the name of the Corporation to Cogenics, Inc.; and further

**RESOLVED:** That the appropriate officers of the Corporation be, and they hereby are, and each of them acting singly is, authorized for and on behalf of the Corporation, upon approval by the stockholders of the Corporation, to execute and file with the Secretary of State of the State of Delaware a Certificate of Amendment (the "Certificate of Amendment") effecting the foregoing amendment by amending and restating in its entirety Article FIRST of the Corporation's Certificate of Incorporation as follows:

"FIRST: The name of this Corporation is Cogenics, Inc."

and that said officers be, and they hereby are, and each of them acting singly is, further authorized for and on behalf of the Corporation to take whatever action and to execute and deliver whatever documents they deem necessary or appropriate in connection therewith; and further

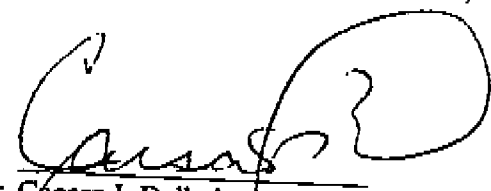
**RESOLVED:** That the Board of Directors finds the Certificate of Amendment to be in the best interests of the Corporation and its stockholders and recommends approval and adoption by the stockholders of the Certificate of Incorporation and hereby directs that a proposal for the approval and adoption of the Certificate of Amendment be submitted to a vote of the stockholders.

2. That the Certificate of Amendment has been consented to and authorized by the holders of all of the issued and outstanding stock entitled to vote thereon by unanimous written consent in accordance with the provisions of Section 228 of the General Corporation Law of the State of Delaware.


3. That the Certificate of Amendment has been duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, GENAISSANCE PHARMACEUTICALS, INC. has caused this Certificate of Amendment to be executed by Caesar J. Belbel, its Executive Vice President, Chief Legal Officer, and Secretary, and attested to by Mark S. Levine, its Associate General Counsel, and has caused its corporate seal to be affixed thereto, as of this 22<sup>nd</sup> day of December, 2006.

GENAISSANCE PHARMACEUTICALS, INC.

By:   
Name: Caesar J. Belbel  
Title: Executive Vice President, Chief Legal Officer, and Secretary

ATTEST:

  
Mark S. Levine  
Associate General Counsel

### ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement ("Agreement") is made effective as of December 26, 2006 (the "Effective Date"), by and among Clinical Data, Inc., a Delaware corporation, Cogenics, Inc., a Delaware corporation, (collectively, "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 of the rights, title, interest, powers, privileges, benefits and options accruing to Assignor in, to and under following assets (collectively, the "Assets"):

(a) all rights of the Assignor under all contracts listed on Attachment A attached hereto and incorporated herein by reference;

(b) all intellectual property listed on Attachment B attached hereto and incorporated herein by reference, 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; and

(c) all domain names listed on Attachment C attached hereto and incorporated herein by reference.

2. Assignee hereby accepts, all of the rights, title, interest, powers, privileges, benefits 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

TRADEMARK

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 to 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 instrument.

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:**

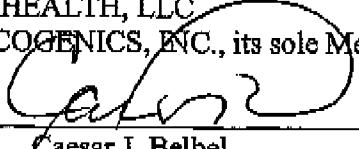
**ASSIGNEE:**

CLINICAL DATA, INC.

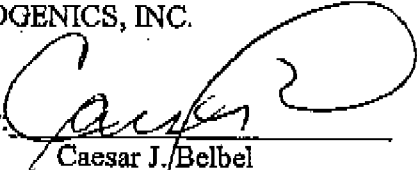
PGXHEALTH, LLC

By: COGENICS, INC., its sole Member

By:   
C. Eyan Ballantyne  
Senior Vice President and  
Chief Financial Officer

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

COGENICS, INC.

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

**REDACTED**

Attachment A

**TRADEMARK**

**REDACTED**

**TRADEMARK**

**REDACTED**



**REDACTED**

Attachment B

**REDACTED**

Application			
05/JUL/2005	2965133	78385944	17/MAR/2004
18/OCT/2005	3007395	78389151	23/MAR/2004

**TRADEMARK**

**REDACTED**

Attachment C

**TRADEMARK**