

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ActivBiotics, Inc.		03/31/2008	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ActivBiotics Pharma LLC		
<b>Street Address:</b>	1860 Montreal Road		
<b>City:</b>	Tucker		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30084		
<b>Entity Type:</b>	CORPORATION: GEORGIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Serial Number:	78387535	ACTIVBIOTICS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(919)419-9354		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(919) 419-9350		
<b>Email:</b>	hultquist@iptl.com		
<b>Correspondent Name:</b>	Steven J. Hultquist		
<b>Address Line 1:</b>	P.O. Box 14329		
<b>Address Line 4:</b>	ResearchTrianglePark, NORTH CAROLINA 27709		
<b>ATTORNEY DOCKET NUMBER:</b>	4354-134		
<b>NAME OF SUBMITTER:</b>	Steven J. Hultquist		
<b>Signature:</b>	/steven j. hultquist/		
<b>Date:</b>	07/03/2008		

OP \$40.00 78387535

Total Attachments: 2

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## ASSIGNMENT OF TRADE NAME

This Assignment of Trade Name ("Assignment"), effective as of March 31, 2008 (the "Effective Date"), is by and between Joseph F. Fiam, Jr., as assignee for the benefit of creditors of ActivBiotics, Inc., a Delaware corporation (the "Seller"), and ActivBiotics Pharma LLC, a Georgia limited liability company (the "Buyer").

WHEREAS, the Buyer and the Seller are parties to that certain Bill of Sale and Sale Agreement, dated as of March 31, 2008 (the "Sale Agreement");

WHEREAS, pursuant to the Sale Agreement, the Seller has agreed to execute and deliver this Assignment.

WHEREAS, the Seller has adopted and is using, and is the owner of the right, title and interest in and to the name, "ActivBiotics" (the "Trade Name") and any goodwill of the Seller symbolized by the Trade Name (the "Trade Name Goodwill"), subject to any and all liens and encumbrances relating to such Trade Name previously granted by the Seller;

WHEREAS, the Seller is willing to assign to the Buyer the Seller's rights in such Trade Name and Trade Name Goodwill including the rights to register any trade names, trademarks and service marks using the Trade Name;

WHEREAS, the Buyer desires to obtain ownership of the Trade Name and Trade Name Goodwill 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 Buyer and the Seller, intending to be legally bound, hereby agree as follows:

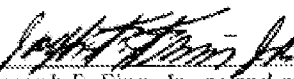
1. Assignment. The Seller does hereby irrevocably grant, sell, convey, transfer, assign, deliver and relinquish exclusively to the Buyer, in perpetuity, all of the worldwide right, title, and interest in and to the Trade Name, together with (a) the Trade Name Goodwill, and (b) the right to sue for and obtain remedies against past infringement and rights of priority and protection of interest in the Trade Name and the Trade Name Goodwill.
2. Recordation. In order to record this Assignment with the United States Patent and Trademark Office (the "PTO"), the parties hereto shall execute this Assignment and the Seller shall execute the Recordation Cover Sheet required by the PTO in order to record the assignment effected hereby to the extent necessary and requested by the Buyer. Thereafter, the Seller shall record the executed Recordation Form Cover Sheet with the PTO.
3. Power of Attorney. The Seller does hereby make, constitute and appoint the Buyer (and any officer or agent of the Buyer as the Buyer may select in its exclusive discretion) as the Seller's true and lawful attorney-in-fact, coupled with an interest, with the power to endorse the Seller's 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 in the PTO and Foreign Offices; 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 Seller has failed to take such action at the request of the Buyer and following ten (10) days prior written notice to the Seller of the exercise of such rights. This power of attorney shall be irrevocable.

5. 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.
6. Successors and Assigns. This Assignment shall bind the Seller and their successors and assigns and inure to the benefit of Buyer and its successors and assigns.

This Assignment of Trade Name is executed and delivered effective as of the date first set forth above.

ACTIVBIOTICS, INC.

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