

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lantheus Medical Imaging, Inc.	FORMERLY Bristol-Myers Squibb Medical Imaging, Inc.	04/16/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	PGxHealth, LLC		
Street Address:	One Gateway Center, Suite 702		
City:	Newton		
State/Country:	MASSACHUSETTS		
Postal Code:	02458		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77519168	RECEPAA	
CORRESPONDENCE DATA			
Fax Number:	(617)965-0445		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	617.527.9933		
Email:	kporzelt@clda.com		
Correspondent Name:	PGxHealth, LLC		
Address Line 1:	One Gateway Center, Suite 702		
Address Line 4:	Newton, MASSACHUSETTS 02458		
ATTORNEY DOCKET NUMBER:	TM-RECEPAA		
NAME OF SUBMITTER:	Caesar J. Belbel		
Signature:	//Caesar J. Belbel//		
Date:	06/09/2009		

CH \$40.00 77519168

Total Attachments: 5

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TRADEMARK ASSIGNMENT AGREEMENT AND RELEASE

This Trademark Assignment Agreement and Release (this "Agreement") is entered into as of April 16, 2009 ("Effective Date"), by and between PGxHealth, LLC (the successor in interest to Adenosine Therapeutics, LLC and a wholly owned subsidiary of Clinical Data, Inc.) ("PGxHealth") and Lantheus Medical Imaging, Inc. (f/k/a Bristol-Myers Squibb Medical Imaging, Inc.) ("Lantheus") (each individually a "Party", and together the "Parties").

RECITALS

WHEREAS the Parties (or their predecessors) entered into that certain Collaboration and License Agreement, effective as of April 1, 2000 (as amended, the "License Agreement"), pursuant to which Lantheus (then Bristol-Myers Squibb Medical Imaging, Inc.) and Adenosine Therapeutics, LLC developed a compound known as Apadenoson;

WHEREAS the Parties entered into that certain Termination Agreement, effective as of December 31, 2006 (the "Termination Agreement"), pursuant to which the Parties terminated the License Agreement for business reasons;

WHEREAS PGxHealth has asserted the position that Lantheus has an obligation to assign certain trademarks to PGxHealth pursuant to the Termination Agreement;

WHEREAS a potential disagreement exists between the Parties concerning the assignment of those trademarks under the Termination Agreement (the "Trademark Disagreement"); and

WHEREAS, following good faith negotiations between the Parties, the Parties now desire to settle, compromise and resolve amicably all claims of PGxHealth relating to the Trademark Disagreement, and to avoid the expense, inconvenience, distraction and risks of litigation or other dispute resolution proceedings;

NOW THEREFORE, in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. In consideration of the execution of this Agreement, each of Lantheus and PGxHealth shall execute and deliver to the other a trademark assignment substantially in the form attached hereto as Exhibit A (the "Trademark Assignment"). The Parties hereby acknowledge and agree that, following such assignment, PGxHealth shall be responsible for all activities with respect to the trademarks and applications listed on Schedule A of the Trademark Assignment (the "Trademarks"), and PGxHealth shall be responsible for the payment of all costs payable to third parties that are incurred in connection with the Trademarks after the Effective Date (including, but not limited to, the costs of transferring or prosecuting the Trademarks). THE TRADEMARKS ASSIGNED BY LANTHEUS TO PGXHEALTH ARE PROVIDED BY LANTHEUS "AS IS". PGXHEALTH ACKNOWLEDGES THAT LANTHEUS MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE TRADEMARKS AND EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. FURTHER LANTHEUS DISCLAIMS ALL WARRANTIES OF NON-INFRINGEMENT WITH RESPECT TO ANY THIRD PARTY RIGHTS, INCLUDING INTELLECTUAL PROPERTY RIGHTS, WITH RESPECT TO THE

TRADEMARKS OR USE OF THE TRADEMARKS. LANTHEUS AND ITS AFFILIATES SHALL HAVE NO LIABILITY OR RESPONSIBILITY FOR ANY USE OF THE TRADEMARKS OR ANY EFFECT OF TRANSFERRING THE TRADEMARKS.

2. In consideration of the delivery of the duly-executed Trademark Assignment, the above recitals and the covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, PGxHealth, on behalf of itself and each of its past and present directors, officers, shareholders, divisions, parents, subsidiaries, affiliates, partners, members, principals, agents, servants, employees, attorneys, representatives, predecessors-in-interest, successors-in-interest, and assigns (collectively, "the PGxHealth Releasors") hereby fully, finally and forever releases, acquits and discharges Lantheus and each of Lantheus' past and present directors, officers, shareholders, divisions, parents, subsidiaries, affiliates, partners, members, principals, agents, servants, employees, attorneys, representatives, predecessors-in-interest, successors-in-interest, and assigns (collectively, the "Lantheus Releasees"), from and against any and all past, present and future claims, liabilities, causes of action, damages, expenses, obligations, and demands of every kind, type, nature and description, whether known or unknown, direct or consequential, foreseen or unforeseen, that concern, and/or in any way arise from the Trademark Disagreement. In addition, for the avoidance of doubt, PGxHealth, on behalf of itself and each of the PGxHealth Releasors hereby acknowledges and agrees that Lantheus shall retain all of its interests in the marks ABLAVAR, ENVASCEND and SPANTRIA and that such marks are the sole and exclusive property of Lantheus. The PGxHealth Releasors also covenant not to sue, or otherwise participate in any action against, any of the Lantheus Releasees relating to such marks or based upon any of the claims released in this Section 2.

3. This Agreement is not intended to be and shall not be construed as an admission of liability and/or responsibility on the part of any Party with respect to the Trademark Disagreement or otherwise. In addition, PGxHealth and its affiliates shall indemnify, defend and hold harmless the BMS Indemnitees (as such term is defined in the Termination Agreement) from and against any and all claims, threatened claims, damages, losses, suits, proceedings, liabilities, costs, expenses (including, without limitation, reasonable legal expenses, costs of litigation and reasonable fees of attorneys and other professionals) or judgments whether for money or equitable relief, of any kind arising out of or relating, directly or indirectly, to PGxHealth's, its affiliates' or any third party's possession and/or use of the Trademarks after the Effective Date.


4. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to the choice of law provisions thereof.

5. This Agreement is the product of arms-length negotiations among the Parties. No Party will claim that any ambiguity in this Agreement shall be construed against any other Party on the ground that the other Party was the drafter, or had greater bargaining power than any other Party.

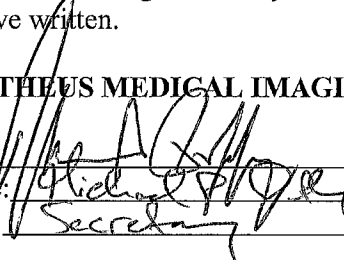
6. This Agreement may be executed in counterparts, each of which when executed and delivered shall be considered an original, and which counterparts together shall constitute the entire Agreement. This Agreement shall be binding upon and inure to the benefit of each of the Parties and the respective successors and assigns of each of the foregoing.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives as of the day and year first above written.

PGXHEALTH, LLC

By: 
Name: Caesar J. Belbel
Title: EVP & Chief Legal Officer

LANTHEUS MEDICAL IMAGING, INC.

By: 
Name: Michael P. Joyce
Title: Secretary

ACKNOWLEDGED AND AGREED TO:

CLINICAL DATA, INC.


By: 
Name: Caesar J. Belbel
Title: EVP & Chief Legal Officer

EXHIBIT A

TRADEMARK ASSIGNMENT

This Assignment is made as of the 16th day of April, 2009, by and between Lantheus Medical Imaging, Inc. (f/k/a Bristol-Myers Squibb Medical Imaging, Inc.) ("Assignor") and PGxHealth, LLC ("Assignee").

WHEREAS, Assignor owns the trademarks and corresponding registrations/applications therefore listed on the attached Schedule A (collectively, the "Trademarks"); and


WHEREAS, pursuant to Trademark Assignment Agreement and Release dated as of the date hereof, Assignee is acquiring the Trademarks from Assignor.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. Assignor hereby transfers, conveys, and assigns to Assignee all of its right, title and interest in and to the Trademarks, together with the associated goodwill thereto.
2. Assignor agrees, at Assignee's expense, to execute all documents and assist in all proceedings to perfect, register, or record the rights of the Assignee to the Trademarks as Assignee may reasonably request.

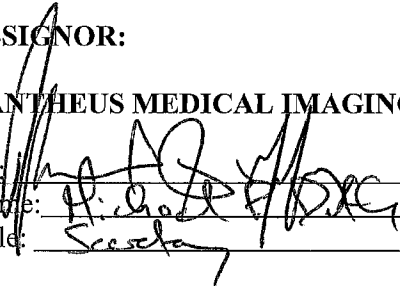
ASSIGNEE:

PGXHEALTH, LLC

By: 
Name: Caesar J. Belbel
Title: EVP & Chief Legal Officer

ASSIGNOR:

LANTHEUS MEDICAL IMAGING, INC.

By: 
Name: H. Scott Hoxby
Title: Secretary

Schedule A

Trademarks

COUNTRY	MARK	APL. NO.	FILING DATE	REG. NO.	REG. DATE	CLASS
European Community	RECEPAA	4390522	15-Apr-2005	4390522	22-Feb-2006	05 Int.
United States of America	RECEPAA	77/519168	10-Jul-2008			05 Int.
Australia	EZAVAZE	1028525	05-Nov-2004	1028525	20-Jun-2005	05 Int.
France	EZAVAZE	43322284	05-Nov-2004	43322284	05-Nov-2004	05 Int.
Germany	EZAVAZE	30463415.8	08-Nov-2004	30463415	15-Mar-2005	05 Int.