

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
Clinical Data, Inc.		05/20/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Forest Laboratories, Inc.
Street Address:	909 Third Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2978745	CLINICAL DATA
Registration Number:	1312706	CLINICAL DATA, INC.
Registration Number:	2813559	HITS
Registration Number:	2583488	AVALON PHARMACEUTICALS
Registration Number:	2656333	AVALON PHARMACEUTICALS
Registration Number:	2971182	AVALONRX
Registration Number:	2666163	

CORRESPONDENCE DATA

Fax Number: (212)308-8582
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 212-593-2112
 Email: madis48@earthlink.net
 Correspondent Name: The Serbagi Law Firm P.C.
 Address Line 1: 488 Madison Avenue
 Address Line 2: Suite 1120

OP \$190.00 2978745

Address Line 4: New York, NEW YORK 10022

NAME OF SUBMITTER: Christopher Serbagi

Signature: /christopher Serbagi/

Date: 05/24/2011

Total Attachments: 12

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TRADEMARK AND DOMAIN NAME ASSIGNMENT AGREEMENT

TRADEMARK AND DOMAIN NAME ASSIGNMENT AGREEMENT (this "Agreement"), dated as of May 20 2011, by and between Clinical Data, Inc., a corporation organized under the laws of Delaware and having offices at One Gateway Center, Suite 702, Newton, Massachusetts 02458 ("Clinical Data"), and Trovis Pharmaceuticals LLC, a limited liability company organized under the laws of Delaware and a wholly owned subsidiary of Clinical Data ("Trovis", and, together with Clinical Data, "Assignors"), on the one hand, and Forest Laboratories, Inc., a corporation organized under the laws of Delaware and having offices at 909 Third Avenue, New York, New York 10022 ("Assignee"), on the other hand.

WHEREAS, pursuant to an Agreement and Plan of Merger, dated as of February 22, 2011, Magnolia Acquisition Corp., an indirect wholly-owned subsidiary of Assignee, merged with and into Clinical Data, and Clinical Data became an indirect wholly owned subsidiary of Assignee.

WHEREAS, Assignee and its subsidiaries are successors to the entire business of Assignors;

WHEREAS, Assignors own the Trademarks described on Exhibit A hereto (the "Assigned Trademarks") and the domain names described on Exhibit B hereto (the "Assigned Domain Names"); and

WHEREAS, Assignors wish to transfer to Assignee the Assigned Trademarks and the Assigned Domain Names, and Assignee wishes to acquire the Assigned Trademarks and the Assigned Domain Names.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged by the parties, Assignors and Assignee hereby agree as follows:

1. Assignment & Assumption.

A. Each Assignor hereby assigns, grants, conveys and transfers to Assignee all of its rights, title and interest in the Assigned Trademarks, and Assignee assumes all of such Assignors' rights, title and interest in the Assigned Trademarks. The parties acknowledge that Assignee and its subsidiaries are successors to the entire business of Assignors.

B. Each Assignor hereby assigns, grants, conveys and transfers to Assignee all of its rights, title and interest in the Assigned Domain Names, and Assignee assumes all of such Assignors' rights, title and interest in the Assigned Domain Names.

2. Recordation. Each Assignor hereby authorizes the U.S. Patent and Trademark Office, and, as appropriate, the corresponding officials in the several states, and in

any trademark office around the world, to record Assignee as the owner of the Assigned Trademarks and issue in accordance with this Agreement all registrations of such Assigned Trademarks and all applications for any of the same, which are assigned to Assignee by this Agreement or which relate to the subject matter so assigned.

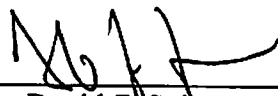
3. Further Assurances. Assignors and Assignee shall, at any time and from time to time after the date hereof, upon the reasonable request of any other party, execute, acknowledge and deliver all such further acts, deeds, assignments, transfers, conveyances, powers of attorney and assurances, and take all such further reasonable actions, as shall be necessary or desirable to give effect to the transactions hereby consummated.

4. Miscellaneous. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns. This Agreement shall be construed and enforced in accordance with the laws of the State of New York, USA, without reference to its principles of conflicts of law. This Agreement may be executed in counterparts, each of which will be considered an original and all of which together will be considered one and the same instrument. This Agreement sets forth the entire understanding of the parties with respect to the subject matter hereof and supersedes any prior agreements, arrangements or understandings with respect thereto. Any counterpart may be signed and transmitted by facsimile or printable data format (PDF) with the same force and effect as if such counterpart was an ink-signed original.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed and acknowledged by one of its duly authorized officers on the date first above written.

ASSIGNORS:

CLINICAL DATA, INC.

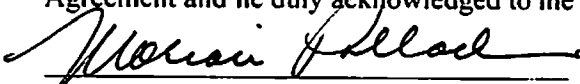
By: 
Name: David F. Solomon
Title: Vice President

STATE OF NEW YORK)

: ss:

COUNTY OF NEW YORK)

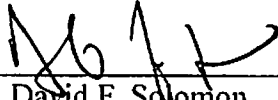
On this 20 day of May 2011, before me personally came David F. Solomon, to me known and known to me to be the person described in and who executed the foregoing Trademark Assignment Agreement and he duly acknowledged to me that he executed the same.


Notary Public

MARIAN POLLACK
Notary Public, State of New York
No. 31,8401800
Qualified in New York County

Term Expires 2011 20, 2011

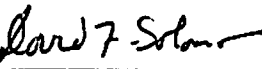
TROVIS PHARMACEUTICALS LLC
by Trovis Pharmaceuticals Holdings, Inc.,
its sole member

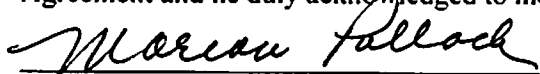
By: 
Name: David F. Solomon
Title: Vice President

STATE OF NEW YORK)

: ss:

COUNTY OF NEW YORK)


On this 26 day of May 2011, before me personally came , to me known and known to me to be the person described in and who executed the foregoing Trademark Assignment Agreement and he duly acknowledged to me that he executed the same.


Notary Public

MARIAN POLLACK
Notary Public, State of New York
No. 318401800
Qualified in New York County
Term Expires 5/13/2014

ASSIGNEE:

FOREST LABORATORIES, INC.

By: 

Name: David F. Solomon

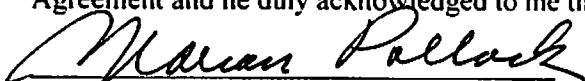
Title: Senior VP, Corporate Development and Strategic Planning

STATE OF NEW YORK)

: ss:

COUNTY OF NEW YORK)

On this 20 day of May 2011, before me personally came David F. Solomon, to me known and known to me to be the person described in and who executed the foregoing Trademark Assignment Agreement and he duly acknowledged to me that he executed the same.



Notary Public

MARIAN POLLACK
Notary Public, State of New York
No. 31-8401800
Qualified in New York County
Term Expires Nov 30, 2014

Exhibit A
Assigned Trademarks

MARK	COUNTRY	REGISTRATION DATE	REGISTRATION NUMBER	DATE FILED	APPLICATION NUMBER
CLINICAL DATA	US	26-Jul-05	2978745	25-Apr-03	78242334
CLINICAL DATA, INC.	US	1-Jan-85	1312706	27-Jun-79	73221388
FROM TARGETED SCIENCE TO BETTER HEALTHCARE	US	14-Oct-08	3518289	8-Feb-06	78809626
PGX	CA	20-Aug-01	TMA549932	30-Oct-98	0894842
PGXHEALTH	CA	5-May-10	TMA765765	8-Aug-06	1312041
PGXHEALTH	EU	2-Aug-07	005245601	8-Aug-06	005245601
PGXHEALTH	US	15-Apr-08	3413086	8-Feb-06	78809590
STEDIVAZE	AR	17-Apr-07	2152636	2-Jan-06	2642607
STEDIVAZE	AT	24-Apr-06	231339	29-Dec-05	87752005
STEDIVAZE	AU	6-May-05	1054233	6-May-05	1054233
STEDIVAZE	BR	20-Jul-10	827589530	15-Jul-05	827589530
STEDIVAZE	BX	6-Apr-06	788832	23-Dec-05	1098849
STEDIVAZE	CA			6-May-05	1256775
STEDIVAZE	CH	8-Jul-05	536788	8-Jul-05	556442005
STEDIVAZE	CN	2-Sep-08	4775928	13-Jul-05	4775928
STEDIVAZE	CY			2-Jan-06	71988
STEDIVAZE	CZ	26-Jul-06	282087	29-Dec-05	432909
STEDIVAZE	DE	4-Nov-05	30526983	9-May-05	30526983505
STEDIVAZE	DK	5-Jan-06	VR20060090	29-Dec-05	VA200505905
STEDIVAZE	EE	22-Jan-07	43494	29-Dec-05	M200501720
STEDIVAZE	ES	23-May-06	260580	9-May-05	2650580
STEDIVAZE	EU	22-Feb-06	4390456	15-May-05	4390456
STEDIVAZE	FI	31-Jul-06	236464	20-Dec-05	T200503496
STEDIVAZE	FR	9-May-05	53357814	9-May-05	53357814
STEDIVAZE	GB	21-Oct-05	2391176	6-May-05	2391176
STEDIVAZE	GR	17-Apr-07	151180	30-Dec-05	151180
STEDIVAZE	HU	8-Feb-07	188564	11-Jan-06	MO600102
STEDIVAZE	IE	9-Aug-06	233322	29-Dec-05	233322
STEDIVAZE	IS	3-Feb-06	1882006	29-Dec-05	41492005
STEDIVAZE	IT	5-Mar-09	1174402	9-May-05	TO2005V001416
STEDIVAZE	JP	26-May-06	4955743	9-May-05	2005040338
STEDIVAZE	LT	5-Mar-07	54036	29-Dec-05	20052272
STEDIVAZE	LV	20-Apr-07		30-Dec-05	M051850
STEDIVAZE	MT	16-Jun-06	44679	29-Dec-05	44679
STEDIVAZE	MX	22-Feb-06	920284	8-Jul-05	727376
STEDIVAZE	NO	10-Aug-06	234222	30-Dec-05	200514753

MARK	COUNTRY	REGISTRATION DATE	REGISTRATION NUMBER	DATE FILED	APPLICATION NUMBER
STEDIVAZE	PL	20-Nov-07	198200	3-Jan-06	Z304420
STEDIVAZE	PT	22-Feb-07	396867	6-Jan-06	396867
STEDIVAZE	SE	28-Apr-06	380539	30-Dec-05	200509880
STEDIVAZE	SI	22-Jun-06	200571837	29-Dec-05	Z200571839
STEDIVAZE	SK	11-Jan-07	216456	29-Dec-05	24572005
STEDIVAZE	US			14-Jul-08	77521907
RECEPAA	EU	22-Feb-06	4390522	15-Apr-05	4390522
RECEPAA	US			10-Jul-08	77519168
EZAVAZE	AU	20-Jun-05	1028525	5-Nov-04	1028525
EZAVAZE	DE	15-Mar-05	30463415	8-Nov-04	304634158
EZAVAZE	FR	5-Nov-04	43322284	5-Nov-04	43322284
AVALON PHARMACEUTICALS	EU	1-Apr-03	002128445	13-Mar-01	002128445
AVALON PHARMACEUTICALS	JP	5-Jul-02	4584186	28-Mar-01	200128153
AVALON PHARMACEUTICALS	US	18-Jun-02	2583488	27-Jul-00	76097519
AVALON PHARMACEUTICALS & FLAME DESIGN	US	3-Dec-02	2656333	27-Dec-01	76352566
AVALONRX	EU	16-Jan-02	002537264	16-Jan-02	002537264
AVALONRX	JP	2-May-03	4668619	18-Jan-02	20022796
AVALONRX	US	19-Jul-05	2971182	16-Aug-01	76300425
HITS	US	10-Feb-04	2813559	1-Aug-01	76293663
FLAME/DNA LOGO - DESIGN	US	24-Dec-02	2666163	27-Dec-01	76352567
VYBRID	AR			29-Jul-10	3019465
VYBRID	AU			28-Jul-10	A0020706
VYBRID	BR			28-Jul-10	902812998
VYBRID	CA			28-Jul-10	1490394
VYBRID	CH			28-Jul-10	A0020706
VYBRID	CN			28-Jul-10	A0020706
VYBRID	EU			28-Jul-10	A0020706
VYBRID	INT			28-Jul-10	A0020706
VYBRID	IS			28-Jul-10	A0020706
VYBRID	JP			28-Jul-10	A0020706
VYBRID	MX			28-Jul-10	1108295
VYBRID	NO			28-Jul-10	A0020706
VYBRID	US			28-Jan-10	77922737
BRYZIM	AU			29-Jul-10	A0020721

MARK	COUNTRY	REGISTRATION DATE	REGISTRATION NUMBER	DATE FILED	APPLICATION NUMBER
BRYZIM	CA			29-Jul-10	1490453
BRYZIM	CH			29-Jul-10	A0020721
BRYZIM	CN			29-Jul-10	A0020721
BRYZIM	EU			29-Jul-10	A0020721
BRYZIM	INT			29-Jul-10	A0020721
BRYZIM	IS			29-Jul-10	A0020721
BRYZIM	JP			29-Jul-10	A0020721
BRYZIM	MX			29-Jul-10	1108294
BRYZIM	NO			29-Jul-10	A0020721
BRYZIM	US			29-Jan-10	77923544
SUNZAZ	AU			29-Jul-10	A0020723
SUNZAZ	CA			29-Jul-10	1490544
SUNZAZ	CH			29-Jul-10	A0020723
SUNZAZ	CN			29-Jul-10	A0020723
SUNZAZ	EU			29-Jul-10	A0020723
SUNZAZ	INT			29-Jul-10	A0020723
SUNZAZ	IS			29-Jul-10	A0020723
SUNZAZ	JP			29-Jul-10	A0020723
SUNZAZ	MX			29-Jul-10	1108293
SUNZAZ	NO			29-Jul-10	A0020723
SUNZAZ	US			29-Jan-10	77923525
ENSPARX	US			9-Feb-10	77931616
DOVRUS	US			9-Feb-10	77931625
KELAVAZ	US			9-Feb-10	77931634
ZEPAZAZ	US			9-Feb-10	77931629
VIIBRYD	AE				
VIIBRYD	AR				
VIIBRYD	AU				
VIIBRYD	BR				
VIIBRYD	CA				
VIIBRYD	CH				
VIIBRYD	CN				
VIIBRYD	CO				
VIIBRYD	EU				
VIIBRYD	HR				
VIIBRYD	IL				
VIIBRYD	IN				
VIIBRYD	INT				

MARK	COUNTRY	REGISTRATION DATE	REGISTRATION NUMBER	DATE FILED	APPLICATION NUMBER
VIIBRYD	IS				
VIIBRYD	JP				
VIIBRYD	KR				
VIIBRYD	LI				
VIIBRYD	MY				
VIIBRYD	MX				
VIIBRYD	NO				
VIIBRYD	NZ				
VIIBRYD	PH				
VIIBRYD	RU				
VIIBRYD	SA				
VIIBRYD	SG				
VIIBRYD	TH				
VIIBRYD	TR				
VIIBRYD	TW				
VIIBRYD	US			12-Aug-10	85105776
VIIBRID	US			12-Aug-10	85105782
VIEBRYD	US			12-Aug-10	85105793
VIIBRYD DESIGN	US			13-Jan-11	85216549
TROVIS PHARMACEUTICALS	US			7-Jan-11	85213167
TROVIS	US			7-Jan-11	85213158

Exhibit B
Assigned Domain Names

adenosine.org
adenosinetherapeutics.com
adenrx.com
adenrx.eu
adenrx.net
adenrx.org
apadenoson.biz
apadenoson.com
apadenoson.eu
apadenoson.info
apadenoson.net
apadenoson.org
apadenoson.us
clda.com
genaissance.com
pgxhealth.com
trovis.biz
trovis.eu
trovis.us
trovisbio.biz
trovisbio.com
trovisbio.eu
trovisbio.info
trovisbio.net
trovisbio.org
trovisbio.us
trovisbiotech.biz
trovisbiotech.com

trovisbiotech.eu
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trovisbiotech.us
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trovispharmaceuticals.org
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trvs.com
stedivaze.biz
stedivaze.com
stedivaze.info
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stedivaze.org
stedivaze.us
brandnewlaunch.com
bryzim.biz

bryzim.com
bryzim.eu
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bryzim.org
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ensparx.biz
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ensparx.org
ensparx.us
kelavaz.biz
kelavaz.com
kelavaz.eu
kelavaz.info
kelavaz.net
kelavaz.org
kelavaz.us
pgxpredict-vilazodone.com

pgxvilazodone.com
sunzaz.biz
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sunzaz.eu
sunzaz.info
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sunzaz.org
sunzaz.us
sunzaztablets.com
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