

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 |
|-----------------------------|----------|----------------|-------------------------------------|
| Trovis Pharmaceuticals, LLC | | 05/20/2011 | LIMITED LIABILITY COMPANY: 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: 8

| Property Type | Number | Word Mark |
|----------------------|----------|--|
| Registration Number: | 3518289 | FROM TARGETED SCIENCE TO BETTER HEALTHCARE |
| Registration Number: | 3413086 | PGXHEALTH |
| Serial Number: | 77521907 | STEDIVAZE |
| Serial Number: | 77519168 | RECEPAA |
| Serial Number: | 85105776 | VIIBRYD |
| Serial Number: | 85216549 | VIIBRYD |
| Serial Number: | 85213158 | TROVIS |
| Serial Number: | 85213167 | TROVIS PHARMACEUTICALS |

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.

900192629

**TRADEMARK
 REEL: 004546 FRAME: 0880**

OP \$215.00 3518289

Address Line 1: 488 Madison Avenue
Address Line 2: Suite 1120
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.

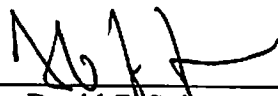
3. Further Assurances. Assignors and Assignee shall, at any time and from time to time after the date hereof, upon the reasonable request of any other party, execute, acknowledge and deliver all such further acts, deeds, assignments, transfers, conveyances, powers of attorney and assurances, and take 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.

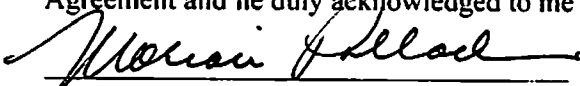
By: 
Name: David F. Solomon
Title: Vice President

STATE OF NEW YORK)

: ss:

COUNTY OF NEW YORK)

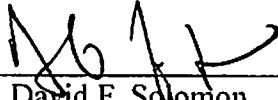
On this 20 day of May 2011, before me personally came David F. Solomon, to me known and known to me to be the person described in and who executed the foregoing Trademark Assignment Agreement and he duly acknowledged to me that he executed the same.


Notary Public

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

Term Expires 2011 20, 2011

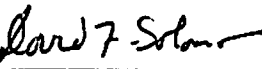
TROVIS PHARMACEUTICALS LLC
by Trovis Pharmaceuticals Holdings, Inc.,
its sole member

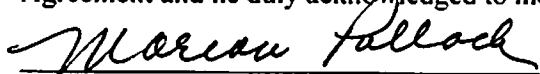
By: 
Name: David F. Solomon
Title: Vice President

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

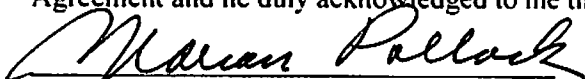
Title: Senior VP, Corporate Development and Strategic Planning

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 |
|---------------------------|---------|-------------------|---------------------|------------|--------------------|
| VIIIBRYD | IS | | | | |
| VIIIBRYD | JP | | | | |
| VIIIBRYD | KR | | | | |
| VIIIBRYD | LI | | | | |
| VIIIBRYD | MY | | | | |
| VIIIBRYD | MX | | | | |
| VIIIBRYD | NO | | | | |
| VIIIBRYD | NZ | | | | |
| VIIIBRYD | PH | | | | |
| VIIIBRYD | RU | | | | |
| VIIIBRYD | SA | | | | |
| VIIIBRYD | SG | | | | |
| VIIIBRYD | TH | | | | |
| VIIIBRYD | TR | | | | |
| VIIIBRYD | TW | | | | |
| VIIIBRYD | US | | | 12-Aug-10 | 85105776 |
| VIIIBRID | US | | | 12-Aug-10 | 85105782 |
| VIEBRYD | US | | | 12-Aug-10 | 85105793 |
| VIIIBRYD 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
trovisbiotech.info
trovisbiotech.net
trovisbiotech.org
trovisbiotech.us
trovispharma.biz
trovispharma.com
trovispharma.eu
trovispharma.info
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trovispharmaceuticals.org
trovispharmaceuticals.us
trvs.com
stedivaze.biz
stedivaze.com
stedivaze.info
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stedivaze.org
stedivaze.us
brandnewlaunch.com
bryzim.biz

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

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

viibryd.com
viibryd.eu
viibryd.info
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viibryd.us
viibrydtablets.com
viibrid.biz
viibrid.com
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viibridtablets.com
viibryd.biz

viibrydpill.com
viibrydtablet.com
viibrydtablets.com
vilazodone.biz
vilazodone.us
vilazodonedx.com
vilazodonepgx.com
vilazodonetest.com
vilazodonetest.net
vybrid.biz
vybrid.eu
vybrid.info
vybrid.net
vybrid.org
vybrid.us
vybridtablets.com

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vibryd.org
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vibryd.biz

viiibryd.com
viiibryd.eu
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viiibryd.net
viiibryd.org
viiibryd.us
viiibryddrug.com
viiibrydpass.com

zepazaz.biz
zepazaz.com
zepazaz.eu
zepazaz.info
zepazaz.net
zepazaz.org
zepazaz.us