SECURITIES & EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 13D*
(Rule 13d-101)

INFORMATION TO BE INCLUDED IN STATEMENTS FILED PURSUANT TO 13d-1(a) AND AMENDMENTS THERETO FILED PURSUANT TO 13d-2(a)

PharmAthene, Inc.
(f.k.a. Healthcare Acquisition Corp.)
(Name of Issuer)

Common Stock, $0.001 par value per share
(Title of Class of Securities)

42224H104
(CUSIP NUMBER)

Simon M. Lorne, Esq.
c/o Millennium Management, L.L.C.
666 Fifth Avenue
New York, New York 10103
(212) 841-4100
(Name, address and telephone number of person authorized to receive notices and communications)

August 3, 2007
(Date of event which requires filing of this statement))

If the filing person has previously filed a statement on Schedule 13G to report the acquisition which is the subject of this Schedule 13D, and is filing this schedule because of Rule 13d-1(e), 13d-1(f) or 13d-1(g), check the following box [ ].

NOTE: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See Rule 13d-7 for other parties to whom copies are to be sent.

(Continued on following pages)

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The information required in the remainder of this cover page shall not be deemed to be "filed" for purposes of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

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(1) NAME OF REPORTING PERSONS I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)

Millenco, L.L.C. 13-3532932

- ---

(2) CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP **
(a) [ ]
(b) [x]

- ---

(3) SEC USE ONLY

- ---

(4) SOURCE OF FUNDS **
WC, OO

- ---

(5)	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e)	[X]
(6)	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	(7) SOLE VOTING POWER -0-	
	(8) SHARED VOTING POWER 1,205,894 shares of Common Stock (see Items 4 and 5)	
	(9) SOLE DISPOSITIVE POWER -0-	
	(10) SHARED DISPOSITIVE POWER 1,205,894 shares of Common Stock (see Items 4 and 5)	
(11)	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 1,205,894 shares of Common Stock (see Items 4 and 5)	
(12)	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES **	[ ]
(13)	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 4.99% (see Item 5)	
(14)	TYPE OF REPORTING PERSON ** OO, BD	

** SEE INSTRUCTIONS BEFORE FILLING OUT!

(1)	NAME OF REPORTING PERSONS I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY) Millennium Management, L.L.C. 13-3804139	
(2)	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP **	(a) [ ] (b) [X]
(3)	SEC USE ONLY	
(4)	SOURCE OF FUNDS ** WC, OO	
(5)	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e)	[X]
(6)	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	(7) SOLE VOTING POWER -0-	
	(8) SHARED VOTING POWER 1,205,894 shares of Common Stock (see Items 4 and 5)	
	(9) SOLE DISPOSITIVE POWER -0-	
	(10) SHARED DISPOSITIVE POWER 1,205,894 shares of Common Stock (see Items 4 and 5)	
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(12)	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES **	[ ]
(13)	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 4.99% (see Item 5)	
(14)	TYPE OF REPORTING PERSON ** OO	

** SEE INSTRUCTIONS BEFORE FILLING OUT!

(1)	NAME OF REPORTING PERSONS I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY) Israel A. Englander
(2)	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP ** (a) [ ] (b) [X]
(3)	SEC USE ONLY
(4)	SOURCE OF FUNDS ** WC, OO
(5)	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) [X]
(6)	CITIZENSHIP OR PLACE OF ORGANIZATION United States
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	(7) SOLE VOTING POWER -0- (8) SHARED VOTING POWER 1,205,894 shares of Common Stock (see Items 4 and 5) (9) SOLE DISPOSITIVE POWER -0- (10) SHARED DISPOSITIVE POWER 1,205,894 shares of Common Stock (see Items 4 and 5)
(11)	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 1,205,894 shares of Common Stock (see Items 4 and 5)
(12)	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES ** [ ]
(13)	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 4.99% (see Item 5)
(14)	TYPE OF REPORTING PERSON ** IN

** SEE INSTRUCTIONS BEFORE FILLING OUT!

Item 1. Security and Issuer.

This statement relates to the Common Stock, par value $0.001 per share (the "Common Stock") of PharmAthene, Inc. (formerly known as Healthcare Acquisition Corp.), a Delaware corporation (the "Company"). The Company's principal executive offices are located at 2116 Financial Center, 666 Walnut Street, Des Moines, Iowa 50309.

Item 2. Identity and Background.

(a)-(c), (f). This statement is being filed by Millenco, L.L.C., a Delaware limited liability company (formerly Millenco, L.P., a Delaware limited partnership) ("Millenco"). Millenco is a broker-dealer and a member of the American Stock Exchange and the NASDAQ. Millennium Management, L.L.C., a Delaware limited liability company ("Millennium Management"), is the manager of Millenco, and consequently may be deemed to have voting control and investment discretion over securities owned by Millenco. Israel A. Englander ("Mr. Englander") is the managing member of Millennium Management. As a result, Mr. Englander may be deemed to be the beneficial owner of any shares deemed to be beneficially owned by Millennium Management. The foregoing should not be construed in and of itself as an admission by Millennium Management or Mr. Englander as to beneficial ownership of the shares owned by Millenco.

The business address for Millenco, Millennium Management and Mr. Englander is c/o Millennium Management, L.L.C., 666 Fifth Avenue, New York, New York 10103. Mr. Englander is a United States citizen.

Note: Integrated Holding Group, L.P., a Delaware limited partnership ("Integrated Holding Group"), is a non-managing member of Millenco. As a non-managing member, Integrated Holding Group has no voting control or investment discretion over Millenco or its securities positions.

Riverview Group, L.L.C. ("Riverview"), an affiliate of the Reporting Persons that is a party to the agreements relating to the acquisition of shares of Common Stock attached hereto as Exhibits 2-7, is not a Reporting Person on this Schedule as securities acquired by Riverview were acquired after the Reporting Persons no longer held 5% of the outstanding shares of Common Stock.

(d) During the last five years, none of the Reporting Persons has been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors).

(e) On December 1, 2005, Millennium Management and Mr. Englander, together with Millennium Partners, L.P. ("Millennium Partners") and certain related persons and entities, entered into settlements with the Securities and Exchange Commission ("SEC") and the Attorney General of the State of New York (the "NYAG") relating to allegations that Millennium Partners had engaged in a pattern of deceptive "market timing" of mutual fund shares in years prior to 2004 and, in the case of the settlement with the NYAG only,

had failed to take adequate steps to prevent a trader from engaging in mutual fund "late trading" in violation of firm policy. The parties neither admitted nor denied the allegations or findings (except as to jurisdiction) but consented to the entry of findings. The SEC proceedings are In the Matter of Millennium Partners, L.P., et al. Securities Act Release No. 8639 (December 1, 2005), available at www.sec.gov. Contemporaneously, the NYAG issued an Assurance of Discontinuance relating to the claims and findings of that office.

Neither the Reporting Persons nor any other party admitted or denied any of the allegations or findings in these matters. The remedies included disgorgement by the entities of approximately $148 million of mutual fund trading profits, civil penalties aggregating approximately $32.15 million (with approximately $30 million being paid by Mr. Englander), an administrative order to cease and desist from violations of the antifraud provisions of the Securities Act of 1933 and the Securities Exchange Act of 1934 (the "Exchange Act"), and prophylactic relief.

Item 3. Source and Amount of Funds and Other Consideration.

The amount of funds used to purchase the (a) 984,500 shares of Common Stock, the (b) 457,610 warrants, and the (c) 205,394 shares of Common Stock held by the Reporting Persons in the transactions giving rise to this Schedule 13D was approximately (a) $7,531,228, (b) $476,875, and (c) $100, respectively. Millenco effects purchases of securities primarily through margin accounts maintained for it with prime brokers, which may extend margin credit to Millenco as and when required to open or carry positions in the margin accounts, subject to applicable federal margin regulations, stock exchange rules and the prime broker's credit policies. In such instances, the positions held in the margin accounts are pledged as collateral security for the repayment of debit balances in the accounts.

Item 4. Purpose of the Transaction.

The purpose of the acquisition of the shares of Common Stock by the Reporting Persons is for investment. Although the acquisition of the shares of Common Stock by the Reporting Persons is for investment purposes, the shares of Common Stock were purchased with the intent of voting in favor of the then proposed merger ("Merger") with PharmAthene, Inc., a Delaware corporation ("PHA"), pursuant to the Agreement and Plan of Merger, dated as of January 19, 2007, by and among the Company, PAI Acquisition Corp and PHA, and the transactions contemplated thereby, whereby PHA became a wholly-owned subsidiary of the Company (the "Merger Proposal"). The Merger was consummated on August 3, 2007.

In consideration of the Reporting Persons' vote in favor of the Merger Proposal, the Reporting Persons received an option to purchase 542,894 shares of Common Stock of the Company from the sellers named therein at a price of $0.0001 per share and are entitled to receive a number of shares of Common Stock between 114,624 and 205,394. The number of shares of Common Stock that the Reporting Persons will actually receive may be fewer than 205,394 based upon the number of shares voted in favor of the Merger Proposal. For purposes of the calculations included in this statement, we have assumed the ownership by the Reporting Persons of the maximum number of shares of Common Stock to which they may become entitled.

Although the acquisition of the shares of Common Stock by the Reporting Persons is for investment purposes, the Reporting Persons may pursue discussions with management in an effort to maximize long-term value for shareholders. Each of the Reporting Persons may make further purchases of shares of Common Stock from time to time and may dispose of any or all of the shares of Common Stock held at any time. None of the Reporting Persons has any plans or proposals which relate to, or could result in, any of the matters referred to in paragraphs (b) through (j), inclusive, of Item 4 of the Schedule 13D. Each of the Reporting Persons may, at any time and from time to time, review or reconsider his or its position and formulate plans or proposals with respect thereto, but has no present intention of doing so.

Item 5. Interest in Securities of the Issuer.

(a) As of August 2, 2007, Millenco was the beneficial owner of 1,200,000 shares of Common Stock which represented 10.3% of the outstanding shares of Common Stock. As of the date hereof, each of the Reporting Persons may be deemed to be the beneficial owner of an aggregate of 1,205,894 shares of Common Stock, consisting of (1) 984,500 shares of common stock owned by Millenco, (2) warrants to purchase 457,610 shares of Common Stock owned by Millenco of which approximately 16,000 are currently exercisable (as discussed below) and (3) up to 205,394 shares of Common Stock issuable to Riverview pursuant to an Assignment Agreement attached hereto as Exhibit 5 (the "Assignment Agreement"), dated August 3, 2007, by and among Riverview and MPM Bioventures III-QP, L.P., MPM Bioventures III-Parallel Fund, L.P., MPM Bioventures III-GMBH & Co. Beteiligungs KG, MPM Bioventures III, L.P., MPM Asset Management Investors 2004 BVII LLC, Healthcare Ventures VII, L.P, Bear Stearns Health Innoventures Employee Fund, L.P., Bear Stearns Health Innoventures Offshore, L.P., Bear Stearns Health Innoventures, L.P., BSHI Members, L.L.C., and BX, L.P. Pursuant to a Letter Agreement dated August 2, 2007, between the Company and Millennium Management (as amended), attached hereto as Exhibit 3 (the "Warrant Blocker Agreement"), the warrants described in clause (2) above may not be exercised to the extent that such exercise would result in the Reporting Persons beneficially owning in excess of 4.99% of the then outstanding Common Stock of the Company. Accordingly, 16,000 of the 457,610 warrants described in clause (2) are exercisable. Pursuant to the Assignment Agreement the Reporting Persons may actually receive fewer shares of Common Stock based upon the number of shares voted in favor of the Merger Proposal. For purposes of the calculations included in this statement, we have assumed the ownership by the Reporting Persons of the maximum number of shares of Common Stock to which they may become entitled. Based upon the foregoing, the Reporting Persons may be deemed to beneficially own approximately 4.99% of the outstanding shares of Common Stock.

The calculation of the foregoing percentage is on the basis of 11,650,000 shares of Common Stock reported outstanding by the Company in its Preliminary Proxy Statement on Schedule 14A, dated July 16, 2007 plus a minimum of 12,500,000 shares of Common Stock issued in connection with the Merger as reported by the Company in the Current Report on Form 8-K filed on August 9, 2007. The number of shares of Common Stock issued by the Company may exceed 12,500,000 based on the number of shares voted in favor of the Merger Proposal.

Millennium Management, as the manager of Millenco, may also be deemed to beneficially own the above-described shares of Common Stock beneficially owned by Millenco.

Mr. Englander, as the managing member of Millennium Management, may also be deemed to beneficially own the above-described shares of Common Stock beneficially owned by Millenco.

The foregoing should not be construed in and of itself as an admission by Millennium Management or Mr. Englander as to beneficial ownership of the shares held by Millenco.

Accordingly, as of the date of this filing, Mr. Englander and Millennium Management may be deemed to be beneficial owners of 1,205,894 shares of Common Stock.

(b) Millenco may be deemed to hold shared power to vote and to dispose of the 1,205,894 shares of Common Stock described in (a) above. Mr. Englander and Millennium Management may be deemed to hold shared power to vote and to dispose of the 1,205,894 shares of Common Stock described in (a) above. The foregoing should not be construed in and of itself as an admission by Mr. Englander or Millennium Management as to beneficial ownership of the shares held by Millenco.

(c) Transactions in Common Stock during the past 60 days: Schedule A annexed hereto lists all transactions in the Common Stock during the past 60 days by the Reporting Persons. All transactions in the Common Stock were effected by Millenco in the open market.

(d) No person other than the Reporting Persons is known to have the right to receive, or the power to direct the receipt of, dividends from, or proceeds from the sale of, the shares of Common Stock reported in this Statement.

Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer.

In addition to the Common Stock, the Reporting Persons may also be deemed to beneficially own warrants to purchase shares of Common Stock. Pursuant to the Warrant Blocker Agreement, the 457,610 warrants subject to the Warrant Blocker Agreement as of the date hereof may not be exercised to the extent that such exercise would result in the Reporting Persons beneficially owning in excess of 4.99% of the then outstanding Common Stock of the Company. Accordingly, approximately 16,000 of such warrants are currently exercisable.

Pursuant to a Purchase Option Agreement attached hereto as Exhibit 4, dated August 3, 2007, by and among John Pappajohn ("JP"), Derace L. Schaffer ("DLS"), Matthew P. Kinley (together with his heirs, successors, or assigns, as applicable "MPK", Edward B. Berger ("EBB") and Wayne A. Schellhammer ("WAS") together with JP, DLS, MPK, and EBB, collectively referred to as the "Sellers") and Riverview, an affiliate of the Reporting Persons, Riverview acquired an option to purchase 542,894 shares of Common Stock of the Company from the Sellers at a price of $0.0001 per share. The term of the option begins on the date that Common Stock placed in escrow by the Sellers in connection with the initial public offering of the Company is released to them and expires one year thereafter. This option may not be exercised to the extent that such exercise would result in the Reporting Persons and Riverview beneficially owning in excess of 4.99% of the then outstanding Common Stock of the Company.

Pursuant to the Assignment Agreement, in connection with the Merger, the Reporting Persons were assigned up to 205,394 shares of Common Stock, depending on the number of shares voted in favor of the Merger Proposal. The shares so assigned are subject to a one year lock-up pursuant to a Letter Agreement attached hereto as Exhibit 6, dated August 2, 2007, between the Company and Riverview.

Pursuant to a Letter Agreement attached hereto as Exhibit 7, dated August 2, 2007, between the Company and Riverview, the Reporting Persons have been granted registration rights with respect to the shares of Common Stock owned by them.

Other than as set forth above and the Joint Acquisition Statement attached as Exhibit 1 hereto, there are no contracts, arrangements, understandings or relationships (legal or otherwise) among the persons named in Item 2 hereof and between such persons and any person with respect to any securities of the Company, including but not limited to transfer or voting of any other securities, finder's fees, joint ventures, loan or option arrangements, puts or calls, guarantees of profits, divisions of profits or loss, or the giving or withholding of proxies.

Item 7. Materials to be Filed as Exhibits.

Exhibit 1: Joint Acquisition Statement as required by Rule 13d-1(k)(1) under the Securities Exchange Act of 1934, as amended.

Exhibit 2: Form of Warrant to Purchase Common Stock (incorporated herein by reference to Exhibit 4.3 of the Registration Statement on Form S-1 filed by the Company on May 6, 2005)

Exhibit 3: Letter Agreement dated August 2, 2007, between the Company and Millennium Management

Exhibit 4: Purchase Option Agreement, dated August 3, 2007, by and among John Pappajohn, Derace L. Schaffer, Matthew P. Kinley, Edward B. Berger and Wayne A. Schellhammer and Riverview Group LLC

Exhibit 5: Assignment Agreement, dated August 3, 2007, by and among Riverview Group LLC and MPM Bioventures III-QP, L.P., MPM Bioventures III-Parallel Fund, L.P., MPM Bioventures III-GMBH & Co. Beteiligungs KG, MPM Bioventures III, L.P., MPM Asset Management Investors 2004 BVII LLC, Healthcare Ventures VII, L.P, Bear Stearns Health Innoventures Employee Fund, L.P., Bear Stearns Health Innoventures Offshore, L.P., Bear Stearns Health Innoventures, L.P., BSHI Members, L.L.C., and BX, L.P.

Exhibit 6: Letter Agreement, dated August 2, 2007, between the Company and Riverview Group, LLC

Exhibit 7: Letter Agreement, dated August 2, 2007, between the Company and Riverview Group, LLC

SIGNATURES

After reasonable inquiry and to the best of our knowledge and belief, the undersigned certify that the information set forth in this statement is true, complete and correct.

DATED: August 10, 2007

MILLENCO, L.L.C.

By: /S/ MARK MESKIN

Name: Mark Meskin
Title: Chief Executive Officer

MILLENNIUM MANAGEMENT, L.L.C.

By: /S/ DAVID NOLAN

Name: David Nolan
Title: Co-President

Israel A. Englander
by David Nolan pursuant to Power of
Attorney filed with the SEC on June 6, 2005

/S/ DAVID NOLAN

Schedule A

DATE	TRANSACTION TYPE	NUMBER OF SHARES	PRICE PER SHARE
8/1/07	Sale	106,500	$7.64
8/3/07	Purchase	1,200,000	$7.75
8/3/07	Sale	5,900	$6.39
8/3/07	Sale	5,000	$6.20
8/3/07	Sale	9,900	$6.28
8/3/07	Sale	2,700	$6.15
8/3/07	Sale	7,500	$6.20
8/3/07	Sale	13,700	$6.10
8/3/07	Sale	70,000	$6.05
8/3/07	Sale	50,000	$6.10
8/3/07	Sale	42,000	$6.10
8/3/07	Sale	2,500	$6.15
8/3/07	Sale	6,300	$6.18

EXHIBIT 1

JOINT ACQUISITION STATEMENT
PURSUANT TO RULE 13D-1(k)1

The undersigned acknowledge and agree that the foregoing statement on Schedule 13D is filed on behalf of each of the undersigned and that all subsequent amendments to this statement on Schedule 13D shall be filed on behalf of each of the undersigned without the necessity of filing additional joint acquisition statements. The undersigned acknowledge that each shall be responsible for the timely filing of such amendments and for the completeness and accuracy of the information concerning him or it contained therein, but shall not be responsible for the completeness and accuracy of the information concerning the others, except to the extent that he or it knows or has reason to believe that such information is inaccurate.

Dated: August 10, 2007

MILLENCO, L.L.C.

By: /S/ MARK MESKIN

Name: Mark Meskin
Title: Chief Executive Officer

MILLENNIUM MANAGEMENT, L.L.C.

By: /S/ DAVID NOLAN

Name: David Nolan
Title: Co-President

Israel A. Englander
by David Nolan pursuant to Power of
Attorney filed with the SEC on June 6, 2005

/S/ DAVID NOLAN

HEALTHCARE ACQUISITION CORP.
2116 FINANCIAL CENTER, 666 WALNUT STREET
DES MOINES, IOWA

August 2, 2007

To: Millennium Management, LLC (referred to herein as "MILLENNIUM").

Reference is made to those certain warrants to purchase up to 6,900,000 shares of common stock of Healthcare Acquisition Corp. (the "COMPANY"), par value $0.0001 per share, (the "COMMON STOCK") issued to public investors in connection with the Company's initial public offering (the "PUBLIC WARRANTS").

Notwithstanding anything to the contrary contained in the Public Warrants and any other warrant to purchase Common Stock of the Company held by Millennium or any investment fund of Millennium, including, without limitation, Riverview Group, LLC and Millenco, LLC, (any such warrants together with the Public Warrants, the "WARRANTS") and the holder of any Warrants referred to herein as the "HOLDER"), the Company and the Millennium hereby agree as follows:

1. BENEFICIAL OWNERSHIP. The Company shall not effect any exercise of any Warrant, and the Holder shall have no right to exercise any portion of any Warrant, to the extent that after giving effect to such exercise, the Holder (together with the Holder's affiliates) would beneficially own in excess of 9.99% of the number of shares of Common Stock outstanding immediately after giving effect to such exercise (the "EXERCISE LIMITATION"). For purposes of the foregoing sentence, the number of shares of Common Stock beneficially owned by the Holder and its affiliates shall include the number of shares of Common Stock issuable upon exercise of the Warrants(s) then being exercised, but shall exclude the number of shares of Common Stock which would be issuable upon (A) exercise of the remaining, nonconverted portion of any Warrants beneficially owned by the Holder or any of its affiliates and (B) exercise or conversion of the unexercised or nonconverted portion of any other securities of the Company subject to a limitation on conversion or exercise analogous to the limitation contained herein beneficially owned by the Holder or any of its affiliates. Except as set forth in the preceding sentence, for purposes hereof, beneficial ownership shall be calculated in accordance with Section 13(d) of the Securities Exchange Act of 1934, as amended. For purposes hereof, in determining the number of outstanding shares of Common Stock, the Holder may rely on the number of outstanding shares of Common Stock as reflected in (x) the Company's most recent Form 10-K, Form 10-Q or Form 8-K, as the case may be, (y) a more recent public announcement by the Company or (z) any other notice by the Company (which shall be provided upon request) setting forth the number of shares of Common Stock outstanding. For any reason, and at any time, upon the written or oral request of the Holder, the Company shall within one (1) Business Day confirm orally and in writing to the Holder the number of shares of Common Stock then outstanding. In any case, the number of outstanding shares of Common Stock shall be determined after

giving effect to the conversion or exercise of securities of the Company, including any Note, by the Holder or its affiliates since the date as of which such number of outstanding shares of Common Stock was reported. As used herein, "BUSINESS DAY" means any day other than Saturday, Sunday or other day on which commercial banks in the City of New York are authorized or required by law to remain closed.

2. TERMINATION. By written notice to the Company, the Holder may increase or decrease the Exercise Limitation to any other percentage not in excess of 9.99% specified in such notice; PROVIDED, that (i) any increase will not be effective until the 61st day after such notice is delivered to the Company, and (ii) any such increase or decrease will apply only to the Holder and not to any other holder of Warrants. The Company may not terminate this letter agreement except with the written consent of the Millennium.

4. GOVERNING LAW. This letter agreement shall be deemed to be a contract made under the laws of the State of New York, and for all purposes shall be construed in accordance with the laws of the State of New York, without regard to the conflict of laws provisions thereof.

5. EXECUTION IN COUNTERPARTS. This letter agreement may be executed in any number of counterparts, each of which shall be an original, but such counterparts shall together constitute but one and the same instrument.

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Sincerely,

HEALTHCARE ACQUISITION CORP.

By: /s/ Matthew Kinley

Name: Matthew Kinley
Title: President

Agreed and accepted as of August 3, 2007:

MILLENNIUM MANAGEMENT, LLC

By: /s/ Terry Feeney

Name: Terry Feeney
Title: Co-President

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption Agreement to be executed by its officers thereto duly authorized on the date first above written.

MPM BIOVENTURES III, L.P.
By: MPM BioVentures III GP, L.P., its General Partner
By: MPM BioVentures III LLC, its General Partner

By: /s/ Ansbert Gadicke

Name: Ansbert Gadicke
Title: Series A Member

MPM BIOVENTURES III-QP, L.P.
By: MPM BioVentures III GP, L.P., its General Partner
By: MPM BioVentures III LLC, its General Partner

By: /s/ Ansbert Gadicke

Name: Ansbert Gadicke
Title: Series A Member

MPM BIOVENTURES III PARALLEL FUND, L.P.
By: MPM BioVentures III GP, L.P., its General Partner
By: MPM BioVentures III LLC, its General Partner

By: /s/ Ansbert Gadicke

Name: Ansbert Gadicke
Title: Series A Member

MPM BIOVENTURES III GMBH & CO. BETEILIGUNGS KG
By: MPM BioVentures III GP, L.P., in its capacity as the Managing Limited Partner
By: MPM BioVentures III LLC, its General Partner

By: /s/ Ansbert Gadicke

Name: Ansbert Gadicke
Title: Series A Member

MPM ASSET MANAGEMENT INVESTORS 2004 BVIII LLC

By: /s/ Ansbert Gadicke

Name: Ansbert Gadicke
Title: Manager

HEALTHCARE VENTURES VII, L.P.
By: HealthCare Partners VII, L.P.

By: /s/ Jeffrey Steinberg

Name: Administrative Partner of HealthCare Partners VII, L.P.
Title: The General Partner of HealthCare Ventures VII, L.P.

BEAR STEARNS HEALTH INNOVENTURES, L.P.
By: Bear Stearns Health Innoventures Management, LLC, its General Partner

By: /s/ Stefan Ryser

Name: Stefan Ryser
Title: Managing Partner

BEAR STEARNS HEALTH INNOVENTURES OFFSHORE, L.P.
By: Bear Stearns Health Innoventures
Management, LLC, its General Partner

By: /s/ Stefan Ryser

Name: Stefan Ryser
Title: Managing Partner

BSHI MEMBERS, L.L.C.
By: Bear Stearns Asset Management Inc., its Manager

By: /s/ Stefan Ryser

Name: Stefan Ryser
Title: Authorized Signatory

BEAR STEARNS HEALTH INNOVENTURES EMPLOYEE FUND, L.P.
By: Bear Stearns Health Innoventures
Management, LLC, its General Partner

By: /s/ Stefan Ryser

Name: Stefan Ryser
Title: Managing Partner

BX, L.P.
By: Bear Stearns Health Innoventures
Management, LLC, its General Partner

By: /s/ Stefan Ryser

Name: Stefan Ryser
Title: Managing Partner

PURCHASE OPTION AGREEMENT

This PURCHASE OPTION AGREEMENT (this "AGREEMENT") is made as of August 3, 2007, by and among John Pappajohn ("JP"), Derace L. Schaffer ("DLS"), Matthew P. Kinley (together with his heirs, successors, or assigns, as applicable "MPK", Edward B. Berger ("EBB") and Wayne A. Schellhammer ("WAS") together with JP, DLS, MPK, and EBB, collectively referred to as the "SELLERS" and individually as a "SELLER") and Riverview Group LLC, a Delaware limited liability company (together with any designated affiliate as provided in Section 10 below, the "BUYER").

WHEREAS, Seller is the beneficial and record owners of the number of shares (the "COMMON SHARES") of the common stock, $0.0001 par value, of Healthcare Acquisition Corp, a Delaware corporation ("HAQ"), set forth opposite his name on SCHEDULE A hereto and which shares were acquired prior to the initial public offering of HAQ (the "IPO");

WHEREAS, in connection with the IPO each Seller was required to escrow the Common Shares pursuant to that certain Stock Escrow Agreement (the "ESCROW AGREEMENT"), dated as of July 2005, among the Seller, certain other stockholders of HAQ and Continental Stock Transfer & Trust Company;

WHEREAS, HAQ is a party to an Agreement and Plan of Merger, dated as of January 19, 2007 (the "MERGER AGREEMENT"), with PharmAthene, Inc., a Delaware corporation ("PHARMATHENE"), HAQ's wholly-owned subsidiary, PAI Acquisition Corp., also a Delaware corporation ("MERGER SUB"), pursuant to which it is contemplated that Merger Sub will merge (the "MERGER") with and into PharmAthene as a result of which, among other things, PharmAthene shall become a wholly-owned subsidiary of HAQ;

WHEREAS, consummation of the Merger is subject to, among other things, (1) the approval of the proposal approving the Merger ("MERGER PROPOSAL") set forth in HAQ's definitive proxy statement dated July 13, 2007 (the "HAQ PROXY") by the affirmative vote of a majority of the shares of HAQ's common stock issued in its initial public offering (the "IPO") voting on such proposal at the Special Meeting of Stockholders of HAQ scheduled to take place on August 2, 2007 (the "SPECIAL MEETING"); and (2) less than 20% of the shares of HAQ's common stock issued in HAQ's IPO voting against the Merger Proposal and electing a cash conversion of their shares (the "CONVERSION RIGHT"); and

WHEREAS, the Buyer has entered into one or more agreements with certain current stockholders of HAQ (who owned such shares on the record date for the Special Meeting and intended to vote such shares against the Merger Proposal) to purchase not less than an aggregate of 1.2 million shares of such common stock (the "OPPOSING HAQ SHARES") and to obtain such stockholders' rights to vote on the proposals, including the Merger Proposal, being voted upon at the Special Meeting or to cause such stockholders to vote in favor of the merger; and

WHEREAS, the parties desire that the Merger be approved and consummated and anticipate that an aggregate of up to 2.8 million Opposing HAQ Shares, including those

being purchased by Buyer, may be purchased by other investors such as Buyer in private transactions; and

WHEREAS, each of the Sellers, acting individually and not as a group, wish to enter into this Agreement to provide Buyer with the option to purchase a portion of the Common Shares owned by each Seller as more particularly described herein.

NOW, THEREFORE, in consideration of $100.00 duly paid by or on behalf of Buyer to the Seller and in consideration of other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. OPTIONS TO PURCHASE.

(a) COMMON SHARE OPTION. During the period commencing on the date that the Common Shares are disbursed to the Sellers pursuant to Section 3 of the Escrow Agreement and ending at 5:00pm (New York time) on the one year anniversary of such date, the Buyer shall have the option (the "COMMON SHARE OPTION") to purchase from the Sellers an aggregate of 542,894 shares of the Sellers' Common Shares (the "COMMON SHARE OPTION NUMBER"), with an exercise price of $0.0001 per share, in such amounts of Common Shares set forth opposite

each Sellers name on Schedule A hereto. Notwithstanding anything herein to the contrary, if Buyer purchases such number of shares that is less than the Opposing HAQ Shares, the Common Share Option Number shall be adjusted, pro rata among the Sellers; provided, however that, regardless of the number of Opposing HAQ Shares purchased by the New Investors, the Sellers shall not grant any options to purchase Common Shares to the New Investors in excess of 1,266,752 shares.

(b) CONDITIONS. This Agreement and the Common Share Option shall automatically terminate and become null and void if (i) HAQ does not receive the requisite stockholder approval to approve the Merger at the special meeting of HAQ stockholders scheduled for August 2, 2007 (the "SPECIAL MEETING") or (ii) Buyer does not fulfill its obligations set forth in Section 6 below.

(c) For purposes of this Agreement,

(i) "MERGER" shall mean the merger of PharmAthene with and into Merger Sub pursuant to the Merger Agreement.

(ii) "MERGER AGREEMENT" shall mean that certain Merger Agreement dated January 19, 2007, among HAQ, Merger Sub and PharmAthene.

2. ELECTION TO PURCHASE.

To make an election to exercise the Option pursuant to this Agreement, Buyer shall give written notice of such election (a "PURCHASE NOTICE") to the Sellers, which Purchase Notice shall specify (i) the number of options being exercised (the "APPLICABLE SHARE NUMBER") and (ii) the date of the closing of such purchase (a "CLOSING DATE"), which notice shall be delivered on or before 5p.m. (New York time) on the date on which such Option expires pursuant to the terms of Section 1(a) or 1(b), as applicable, and which Closing Date shall be no

later than five (5) business days after the date of the delivery of such notice. On the Closing Date, at the offices of McCarter & English, 245 Park Avenue, 27th Floor, New York, NY, 10167-0001, the Sellers shall tender to the Buyer the applicable Common Shares with the necessary instruments of transfer in form reasonable acceptable to Buyer and the Buyer shall deliver payment of the applicable purchase price payable in cash, by certified check, official bank check or by wire transfer of immediately available funds. On the Closing Date, Sellers shall provide assurance that such Common Shares are transferred free and clear of all liens, restrictions, encumbrances and rights of third parties.

3. LIMITATIONS ON EXERCISES; BENEFICIAL OWNERSHIP. Sellers shall not effect the exercise of this Option, and the Buyer shall not have the right to exercise this Option, to the extent that after giving effect to such exercise, such person or entity ("PERSON") (together wit such Person's affiliates) would beneficially own in excess of 9.99% (the "MAXIMUM PERCENTAGE") of the shares of Common Stock of Healthcare (the "COMMON STOCK") outstanding immediately after giving effect to such exercise. For purposes of the foregoing sentence, the aggregate number of shares of Common Stock beneficially owned by such Person and its affiliates shall include the number of shares issuable upon exercise of this Option with respect to the determination of such amount of shares is being made, but shall exclude shares of Common Stock which would be issuable upon (A) exercise of the remaining, unexercised portion of this Option beneficially owned by such Person and its affiliates and (B) exercise or conversion of the unexercised or unconverted portion of any other securities of HAQ beneficially owned by such Person and its affiliates (including, without limitation, any convertible notes or convertible preferred stock or warrants) subject to a limitation on conversion or exercise analogous to the limitation contained herein. Except as set forth in the preceding sentence, for purposes of this paragraph, beneficial ownership shall be calculated in accordance with Section 13(d) of the Securities Exchange Act of 1934, as amended. For purposes of this Option, in determining the number of outstanding shares of Common Stock, the Buyer may rely on the number of outstanding shares of Common Stock as reflected in (1) the Company's most recent Form 10-K, 10-KSB, Form 10-Q, 10-QSB, Current Report on Form 8-K or other public filing with the Securities and Exchange Commission, as the case may be, (2) a more recent public announcement by HAQ or (3) any other notice by HAQ or HAQ's transfer agent setting forth the number of shares of Common Stock outstanding. In any case, the number of shares of Common Stock shall be determined after giving effect to the conversion or exercise of securities of HAQ, by the Buyer and its affiliates since the date as of which such number of outstanding shares of Common Stock was reported. By written notice to the Sellers, the Buyer may increase or decrease the Maximum Percentage to any other percentage not in excess of 9.99% specified in such notice; provided that any such increase will not be effective until the sixty-first (61st) day after such notice is delivered to the Sellers.

4. REPRESENTATION AND COVENANTS OF SELLERS.

Such Seller, severally and not jointly, hereby represents, warrants and covenants to Buyer, as follows:

(a) DUE ORGANIZATION. Seller, if not an individual, has been duly organized, is validly existing and is in good standing, as applicable, under the laws of the jurisdiction of its organization.

(b) POWER; DUE AUTHORIZATION; BINDING AGREEMENT. Seller has full legal capacity, power and authority to execute and deliver this Agreement, to perform its obligations hereunder, and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement, and the consummation of the transactions contemplated hereby by Seller, have been duly and validly authorized by all necessary action on the part of Seller, and no other proceedings on the part of Seller are necessary to authorize this Agreement, or to consummate the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by Seller and constitutes a valid and binding agreement of Seller, enforceable against Seller in accordance with its terms, except that enforceability may be subject to the effect of (a) any applicable bankruptcy, reorganization, receivership, conservatorship, insolvency, moratorium or other similar laws affecting or relating to the enforcement of creditors' rights generally and to general principles of equity and, (b) any laws relating to the availability of specific performance, injunctive relief, or other equitable remedies, regardless of whether considered in a proceeding in law or equity.

(c) OWNERSHIP OF SECURITIES. On the date hereof, the Securities set forth opposite Seller's name on SCHEDULE A hereto are owned of record and beneficially by Seller. As of the date hereof, Seller has sole voting power and sole dispositive power with respect to all of such Securities owned by Seller. All of such Securities held by Seller are free and clear of all liens, pledges, charges or security interests of any kind or nature other than those under the Escrow Agreement. Upon exercise of the Options by Buyer, Seller shall transfer valid title to all of Seller's Securities to Buyer free from all liens, charges or security interests of any kind or nature except for (a) restrictions on transfer pursuant to state and/or federal securities laws and (b) liens and encumbrances created by Buyer.

(d) NO CONFLICTS. The execution and delivery of this Agreement by Seller does not, and the performance of the terms of this Agreement by Seller will not, (a) require Seller to obtain the consent or approval of, or make any filing with or notification to, any governmental or regulatory authority, domestic or foreign (other than the filings with the Securities and Exchange Commission set forth on SCHEDULE B hereto), (b) in the case of a Seller that is not an individual, conflict with or violate the organizational documents of Seller, (c) require the consent or approval of any other Person pursuant to any agreement, obligation or instrument binding on Seller or its properties and assets, (d) conflict with or violate any organizational document or law, rule, regulation, order, judgment or decree applicable to Seller or by which any property or asset of Seller is bound, or (e) violate any other agreement to which Seller is a party, including, without limitation, any voting agreement, stockholders agreement, irrevocable proxy, voting trust, the Escrow Agreement or the Merger Agreement.

5. CERTAIN COVENANTS OF SELLERS.

(a) FURTHER ASSURANCES. Subject to the terms and conditions set forth in this Agreement each Seller will use his, her or its best efforts, as promptly as is practicable, to take or cause to be taken all actions, and to do or cause to be done all other things, as are necessary, proper or advisable and consistent with the terms and conditions of this Agreement, to consummate and make effective the transactions contemplated by this Agreement and to refrain from taking any actions that are contrary to, inconsistent with or against, or would frustrate the essential purposes of, the transactions contemplated by this Agreement. Each Seller agrees that

any lock-up agreement or similar agreement entered into in connection with the Merger Agreement or otherwise will not conflict with the provisions of this Agreement.

(b) TRANSFER RESTRICTIONS. Each Seller hereby agrees that without the prior written consent of Buyer, Seller shall not (a) sell, transfer, pledge, encumber, assign or otherwise dispose of, or enter into any contract, option or other arrangement or understanding with respect to the sale, transfer, pledge, encumbrance, assignment other disposition of, or limitation on the voting rights of, any of the Securities, including pursuant to the Merger Agreement, (b) grant any proxies or powers of attorney other than those that may arise pursuant to this Agreement, deposit any Securities into a voting trust or enter into a voting agreement with respect to any Securities other than those that may arise pursuant to this Agreement, (c) willfully or intentionally take any action that would cause any representation or warranty of each Seller contained herein to become untrue or incorrect or have the effect of preventing or disabling such Seller from performing its obligations under this Agreement, or (d) commit or agree to take any of the foregoing actions. Any transfer of the Securities not permitted hereby shall be null and void. Each Seller agrees that any such prohibited transfer may and should be enjoined. If any involuntary transfer of any of the Securities covered hereby shall occur (including, but not limited to, a sale by a Seller's trustee in bankruptcy, or a sale to a purchaser at any creditor's or court sale), the transferee (which term, as used herein, shall include any and all transferees and subsequent transferees of the initial transferee) shall take and hold such Securities subject to all of the restrictions, liabilities and rights under this Agreement, which shall continue in full force and effect. Each Seller agrees that he will cause the certificates representing the Securities subject to the Options to be conspicuously endorsed with a legend substantially as follows: "THE SECURITIES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO AN OPTION AGREEMENT DATED AS OF AUGUST __, 2007 AMONG THE HOLDER HEREOF AND RIVERVIEW GROUP LLC AND MAY NOT BE SOLD, TRANSFERRED, PLEDGED OR OTHERWISE ENCUMBERED EXCEPT AS PROVIDED THEREIN. A COPY OF SUCH AGREEMENT MAY BE OBTAINED FROM THE HOLDER HEREOF OR FROM RIVERVIEW GROUP LLC AT RIVERVIEW GROUP LLC'S ADDRESS."

(c) REGISTRATION RIGHTS. Each Seller represents and covenants that Buyer shall have the rights for the registration under the Securities Act of 1933, as amended, as granted to the Seller in accordance with the registration rights provided in that certain Registration Rights Agreement, dated as of August 3, 2005 among HAQ, the Sellers and certain other stockholders of HAQ.

6. REPRESENTATIONS AND WARRANTIES OF BUYER. Buyer hereby represents and warrants to the Sellers as follows.

(a) ORGANIZATION, GOOD STANDING AND QUALIFICATION. Buyer is a duly organized and validly existing under the laws of the State of its organization. Buyer has all requisite limited liability company power and authority to execute and deliver this Agreement.

(b) AUTHORIZATION; BINDING OBLIGATIONS; GOVERNMENTAL CONSENTS.

(i) All limited liability company actions on the part of Buyer, its officers, directors and members necessary for the authorization of this Agreement and the

performance of all obligations of Buyer hereunder have been taken prior to the date hereof. This Agreement is a valid and binding obligation of Buyer, enforceable in accordance with its terms, except as limited by (i) applicable bankruptcy, insolvency, reorganization, moratorium or other laws of general application affecting enforcement of creditors' rights; and (ii) general principles of equity that restrict the availability of equitable remedies.

(ii) No consent, approval, order or authorization of, or registration, qualification, designation, declaration or filing with, any federal, state or local governmental authority on the part of Buyer is required in connection with the consummation of the transactions contemplated by this Agreement.

7. CERTAIN COVENANTS OF BUYER.

(a) Buyer hereby agrees that, at the Special Meeting or any meeting of the stockholders of HAQ, however called, or any adjournment thereof, or in connection with any solicitation of votes of the stockholders of HAQ by written consent, Buyer shall be present (in person or by proxy) and vote (or cause to be voted), or execute a written consent in respect of, all of the Opposing HAQ Shares owned by it as of the date of such meeting which are entitled to vote at such meeting or solicitation in favor of the approval or re-approval of the Merger and the Merger Agreement and all other proposals where approval of such proposal is a condition to the Merger Agreement, and against any action or agreement that would prevent or materially delay the consummation of the Merger or any other transactions contemplated by this Agreement or the Merger Agreement, or that would be contrary to or inconsistent with, or result in a breach by the Seller of, or frustrate the essential purposes of this Agreement or the Merger Agreement. In the event that Buyer is not the owner of record as of the June 15, 2007, Buyer shall obtain due authorization from any person or entity from whom it has acquired Common Shares after June 15, 2007 (the "Record Date Seller") the right to vote such Common Shares, or , in the alternative, obtain a proxy card or other evidence from the Record Date Seller that the shares owned by the Record Date Seller have been voted in favor of the Merger and the Merger Agreement and all other proposal submitted by HAQ for vote of its stockholders as described in the definitive Proxy Statement dated as of July 13, 2007.

(b) Commencing upon the date hereof and ending on the date that the options may be exercised, Buyer shall not sell, transfer, pledge, assign or otherwise dispose of the HAQ shares of common stock underlying the options or the Options while the options are subject to the escrow agreement and while the options remain exercisable; provided, however, Buyer shall be entitled to transfer any Options to an affiliated entity.

8. AMENDMENTS. This Agreement may be amended from time to time by a written instrument executed and delivered by the parties.

9. REMEDIES. The parties hereto agree and acknowledge that money damages may not be an adequate remedy for any breach of the provisions of this Agreement and that the parties will have the right to injunctive relief, in addition to all of its rights and remedies at law or in equity, to enforce the provisions of this Agreement without the requirement to prove damages or post a bond. Nothing contained in this Agreement will be construed to confer upon

any person who is not a signatory hereto or any successor or permitted assign of a signatory hereto any rights or benefits, as a third party beneficiary or otherwise.

10. BUYER SUBSTITUTION. Buyer shall have the right to substitute any one of its affiliates as the purchaser of the Securities that it has agreed to purchase hereunder, by written notice to the Sellers, which notice shall be signed by both the Buyer and such affiliate, shall contain such affiliate's agreement to be bound by this Agreement and shall contain a confirmation by such affiliate of the accuracy with respect to it of the representation set forth in Section 5. Upon receipt of such notice, any reference to Buyer in this Agreement (other than in this Section 10), shall be deemed to refer to such affiliate in lieu of Buyer.

11. GENERAL PROVISIONS.

(a) NOTICES. Except as otherwise provided herein, any offer, acceptance, notice or communication required or permitted to be given pursuant to this Agreement shall be deemed to have been duly and sufficiently given for all purposes by a party if given by the party, or an officer, trustee, or other personal or legal representative of such party, or by any other person authorized to act for such party, if in writing and delivered personally to the party or to an officer, trustee or other personal or legal representative of the party, or any other person authorized to act for such party to whom such notice shall be directed, or sent by overnight delivery service, or certified or registered mail, postage and registration prepaid, return receipt requested, or by facsimile to such party's home or business address as reflected on the signature pages hereto or other address as such party may designate to each of the other parties hereto by a notice complying with the requirements of this Section 11(a). Any such notice shall be deemed to have been given on the date on which the same was delivered in the case of personal delivery, post-marked in the case of certified or registered mail or overnight delivery service, or dated in the case of a facsimile.

(b) ASSIGNMENT. Other than as contemplated in Section 10, the parties hereto shall have no right to assign or transfer this Agreement or any of their respective rights hereunder.

(c) BINDING EFFECT. This Agreement shall be binding upon and inure to the benefit of the successors, assigns, personal representative, estates, heirs and legatees of the parties hereto.

(d) MISCELLANEOUS. This Agreement sets forth the entire understanding of the parties hereto with respect to the transactions contemplated hereby. The invalidity or unenforceability of any term or provision hereof shall not affect the validity or enforceability of any other term or provision hereof. The headings in this Agreement are for convenience of reference only and shall not alter or otherwise affect the meaning hereof. This Agreement is intended to take effect as a sealed instrument and may be executed in any number of counterparts which together shall constitute one instrument and shall be governed by and construed in accordance with the domestic substantive laws of the State of New York, without giving effect to any choice or conflict of law provision or rule that would cause the application of the domestic substantive laws of any other state. Delivery of an executed signature page by facsimile or other

electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

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IN WITNESS WHEREOF, this Agreement has been executed as of the date first set forth above.

John Pappajohn /S/ JOHN PAPPAJOHN

Address:

Matthew P. Kinley /S/ MATTHEW P. KINLEY

Address:

Derace L. Schaffer /S/ DERACE L. SCHAEFFER

Address:

Edward B. Berger /S/ EDWARD B. BERGER

Address:

Wayne A. Schellhammer /S/ WAYNE A. SCHELLHAMMER

Address:

Buyer: Riverview Group LLC

By: Integrated Holdings Group LP

Manager

By: /s/ Terry Feeney

Name: Terry Feeney
Title: Co-President

SCHEDULE A

Seller	Maximum Number of Shares
John Pappajohn	213,249
Derace L. Shaffer	213,249
Matthew Kinley	106,624
Edward B. Berger	4,886
Wayne A. Schellhammer	4,886

SCHEDULE B

Seller	Number of Shares Beneficially Owned
John Pappajohn	982,000
Derace L. Shaffer	982,000
Matthew Kinley	491,000
Edward B. Berger	22,500
Wayne A. Schellhammer	22,500

Seller

John Pappajohn
Derace L. Shaffer
Matthew Kinley
Edward B. Berger
Wayne A. Schellhammer

ASSIGNMENT AGREEMENT

This ASSIGNMENT AGREEMENT (this "Agreement") is made as of August 3, 2007, by and among Riverview Group LLC (the "Assignee") and MPM Bioventures III-QP, L.P., MPM Bioventures III-Parallel Fund, L.P., MPM Bioventures III-GMBH & Co. Beteiligungs KG, MPM Bioventures III, L.P., MPM Asset Management Investors 2004 BVII LLC, Healthcare Ventures VII, L.P, Bear Stearns Health Innoventures Employee Fund, L.P., Bear Stearns Health Innoventures Offshore, L.P., Bear Stearns Health Innoventures, L.P., BSHI Members, L.L.C., and BX, L.P. (collectively, the "Assignors").

WHEREAS, each of the Assignors is a current stockholder of PharmAthene, Inc., a Delaware corporation ("PharmAthene"); and

WHEREAS, PharmAthene is a party to an Agreement and Plan of Merger, dated as of January 19, 2007 (the "Merger Agreement"), with Healthcare Acquisition Corp., a Delaware corporation ("HAQ"), and its wholly-owned subsidiary, PAI Acquisition Corp., also a Delaware corporation ("Merger Sub"), pursuant to which it is contemplated that Merger Sub will merge (the "Merger") into and with PharmAthene as a result of which, among other things, PharmAthene shall become a wholly-owned subsidiary of HAQ and the shares of capital stock of PharmAthene outstanding immediately prior to the effective time of the Merger shall be canceled and converted into the right to receive, among other things, shares of common stock of HAQ, $.0001 par value per share, in the aggregate amount of 12,500,000 (the "Stock Consideration"); and

WHEREAS, consummation of the Merger is subject to, among other things, (1) the approval of the Merger Proposal set forth in HAQ's definitive proxy statement (the "HAQ Proxy") by the affirmative vote of a majority of the shares of HAQ's common stock issued in its initial public offering (the "IPO") voting on such proposal at the Special Meeting of Stockholders of HAQ scheduled to take place on August 2, 2007 (the "Special Meeting"); and (2) less than 20% of the shares of HAQ's common stock issued in HAQ's IPO voting against the Merger Proposal and electing a cash conversion of their shares (the "Conversion Right"); and

WHEREAS, the Merger Agreement provides, among other things, that in the event that the stockholders of HAQ owning more than 5% of the outstanding common stock of HAQ exercise their Conversion Right, the number of shares of common stock of HAQ comprising the Stock Consideration shall be adjusted upwards by the product of (x) the number (as a percentage) that is the difference between the percentage of common stock of HAQ that is converted and 5% and (y) 2.25 million (such shares, as calculated, the "Adjustment Shares"); and

WHEREAS, as current stockholders of PharmAthene, each of the Assignors shall be entitled to its pro-rata portion of the Adjustment Shares should the Merger be consummated and such shares be issuable pursuant to the terms of the Merger Agreement; and

WHEREAS, the Assignee has entered into one or more agreements with certain current stockholders of HAQ (who owned such shares on the record date for the Special Meeting and intended to vote such shares against the Merger Proposal) to purchase not less than an aggregate of 1.2 million shares of such common stock (the "Opposing HAQ Shares") and to obtain such stockholders' rights to vote on the proposals, including the Merger Proposal, being voted upon at the Special Meeting; and

WHEREAS, the parties desire that the Merger be approved and consummated and anticipate that up to 2.8 million Opposing HAQ Shares may be purchased by new investors (the "New Investors") such as Assignee in private transactions; and

WHEREAS, each Assignor, contingent upon the Assignee's acquisition of the Opposing HAQ Shares and such shares being voted in favor of the Merger Proposal and all of the other proposals contained in the HAQ Proxy, acting individually and not as a group, desires to assign (x) its respective rights to any Adjustment Shares to which each of them may become entitled as a consequence of the consummation of the Merger and the exercise of Conversion Rights by stockholders of HAQ owning more than 5% of the outstanding common stock of HAQ and (y) its respective rights to receive a number of shares of HAQ common stock equal to 114,624 shares (the "Closing Shares"), and the Assignee desires to accept such assignment;

NOW, THEREFORE, in consideration of one hundred dollars ($100.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. The parties acknowledge and agree that the recitals set forth above are true and accurate and are a part of this Agreement as if more fully set forth herein.

2. Contingent upon the Assignee's acquisition of the Opposing HAQ Shares and such shares being voted in favor of the Merger Proposal and all of the other proposals contained in the HAQ Proxy, each of the Assignors, acting individually and not as a group, hereby assigns, transfers and conveys to the Assignee the rights, benefits and privileges of the Assignor to 42.85715% of any Adjustment Shares (resulting in a possible maximum of 90,770 shares) and to the Closing Shares to be issued to it under the Merger Agreement. Notwithstanding the foregoing, in the event that fewer than 2.8 million Opposing HAQ Shares are purchased by New Investors, the number of Closing Shares and Adjustment Shares, if any, to be assigned to Assignee hereunder shall be adjusted ratably based upon the actual number of Opposing HAQ Shares that are purchased by New Investors in the aggregate.

3. In consideration of the foregoing, the Assignee hereby accepts the foregoing assignment and acknowledges that such assignment shall only become effective in the event that (a) prior to the Special Meeting of Stockholders of HAQ, the Assignee consummates the purchase(s) of the Opposing HAQ Shares and obtains or designates the voting rights of such stockholders for the proposals being voted upon at the Special Meeting, (b) the Opposing HAQ Shares are voted in favor of the Merger Proposal and of the other proposals contained in the HAQ Proxy, (c) the Merger is consummated, (d) in the case of the Adjustment Shares, the Adjustment Shares become issuable pursuant to the terms of the Merger Agreement and (e) the Assignee executes a lock-up agreement in the form of Exhibit A attached hereto.

4. This Agreement and all of its terms shall inure to the benefit of and shall bind the Assignors and the Assignee and their respective successors and assigns. None of the Assignors may assign its respective rights or obligations hereunder without the prior written consent of the Assignee. Assignee shall have the right to substitute any one of its affiliates as the assignee hereunder by written notice to the HAQ on behalf of the Assignors which notice shall be signed by both the Assignee and such affiliate, shall contain such affiliate's agreement to be bound by this Agreement and to executed the lock up agreement in the form of Exhibit A attached hereto. Upon receipt of such notice, any reference to Assignee in this Agreement (other than in this Section 4) shall be deemed to refer to such affiliate in lieu of Assignor.

5. This Agreement shall be governed by and interpreted under the laws of the State of New York applicable to contracts made and to be performed therein without giving effect to the principles of conflicts of laws thereof.

6. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment Agreement to be executed by its officers thereunto duly authorized on the date first above written.

MPM BIOVENTURES III, L.P.
By: MPM BioVentures III GP, L.P., its General Partner

By: MPM Bio Ventures III LLC, its General Partner

By: /s/ Ansbert Gadicke

Name: Ansbert Gadicke
Title: Series A Member

MPM BIOVENTURES III-QP, L.P.
By: MPM BioVentures III GP, L.P., its General Partner
By: MPM Bio Ventures III LLC, its General Partner

By: /s/ Ansbert Gadicke

Name: Ansbert Gadicke
Title: Series A Member

MPM BIOVENTURES III PARALLEL FUND, L.P.
By: MPM BioVentures III GP, L.P., its General Partner
By: MPM BioVentures III LLC, its General Partner

By: /s/ Ansbert Gadicke

Name: Ansbert Gadicke
Title: Series A Member

MPM BIOVENTURES III GMBH & CO. BETEILIGUNGS KG
By: MPM BioVentures III GP, L.P., in its capacity as the Managing Limited Partner
By: MPM BioVentures III LLC, its General Partner

By: /s/ Ansbert Gadicke

Name: Ansbert Gadicke
Title: Series A Member

MPM ASSET MANAGEMENT INVESTORS 2004 BVIII LLC

By: /s/ Ansbert Gadicke

Name: Ansbert Gadicke
Title: Manager

HEALTHCARE VENTURES VII, L.P.
By: HealthCare Partners VII, L.P.

By: /s/ [signature illegible]

Name:
Title:

BEAR STEARNS HEALTH INNOVENTURES, L.P.
By: Bear Stearns Health Innoventures Management, LLC, its General Partner

By: /s/ Stefan Ryser

Name: Stefan Ryser
Title: Managing Partner

BEAR STEARNS HEALTH INNOVENTURES OFFSHORE, L.P.
By: Bear Stearns Health Innoventures
Management, LLC, its General Partner

By: /s/ Stefan Ryser

Name: Stefan Ryser
Title: Managing Partner

BSHI MEMBERS, L.L.C.
By: Bear Stearns Health Innoventures
Management, LLC, its Managing Member

By: /s/ Stefan Ryser

Name: Stefan Ryser
Title: Authorized Signatory

BEAR STEARNS HEALTH INNOVENTURES
EMPLOYEE FUND, L.P.
By: Bear Stearns Health Innoventures
Management, LLC, its General Partner

By: /s/ Stefan Ryser

Name: Stefan Ryser
Title: Managing Partner

BX, L.P.
By: Bear Stearns Health Innoventures
Management, LLC, its General Partner

By: /s/ Stefan Ryser

Name: Stefan Ryser
Title: Managing Partner

RIVERVIEW GROUP LLC

By: /s/ Terry Feeney

Name: Terry Feeney
Title: Co-President

EXHIBIT A

_____, 2007

Healthcare Acquisition Corporation
2116 Financial Center
666 Walnut Street
Des Moines, Iowa 50309

Re: HEALTHCARE ACQUISITION CORP./PHARMATHENE, INC. MERGER

Ladies and Gentlemen:

This letter agreement (this "Agreement") relates to the proposed merger (the "Merger") of PAI Acquisition Corp. (the "Merger Sub"), a Delaware corporation and a wholly-owned subsidiary of Healthcare Acquisition Corporation (the "Parent"), a Delaware corporation, with PharmAthene, Inc. (the "Company"), a Delaware corporation. The Merger is governed by the certain Agreement and Plan of Merger, dated as of January 19, 2007, by and among Parent, Merger Sub and the Company (the "Merger Agreement") and capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Merger Agreement.

In order to induce Parent and Merger Sub to consummate the Merger, the undersigned hereby agrees that, as of the date hereof until expiration of the Lock-Up Period (as defined below), the undersigned: (a) will not, directly or indirectly, offer, sell, agree to offer or sell, solicit offers to purchase, grant any call option or purchase any put option with respect to, pledge, borrow or otherwise dispose of any Relevant Security (as defined below) and (b) will not establish or increase any "put equivalent position" or liquidate or decrease any "call equivalent position" with respect to any Relevant Security (in each case within the meaning of Section 16 of the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder) or otherwise enter into any swap, derivative or other transaction or arrangement that transfers to another, in whole or in part, any economic consequence of ownership of a Relevant Security, whether or not such transaction is to be settled by delivery of Relevant Securities, other securities, cash or other consideration, except in accordance with the following schedule: fifty percent (50%) of the Relevant Securities shall be released from this Agreement on the date that is six (6) months from the Closing Date and the remaining fifty percent (50%) of the Relevant Securities shall be released from this Agreement on the date that is twelve (12) months from the Closing Date (the "Lock-Up Period"). As used herein, "Relevant Security" means any common stock or 8% promissory notes of the Parent (or common stock issuable upon conversion of such notes or as a dividend thereon) received by or issuable to the undersigned pursuant to the Merger Agreement but shall not include any securities obtained by any other means.

The undersigned hereby authorizes Parent during the Lock-Up Period to cause any transfer agent for the Relevant Securities to decline to transfer and to note stop transfer restrictions on the stock register and other records relating to Relevant Securities for which the undersigned is the record holder and, in the case of Relevant Securities for which the undersigned is the beneficial but not record holder, agrees during the Lock-Up Period to cause the record holder to authorize the Parent to cause any transfer agent for the Relevant Securities to decline to transfer and to note stop transfer restrictions on the stock register and other records relating to such Relevant Securities in accordance with this Agreement.

The restrictions set forth in the immediately preceding paragraph shall not apply to:

(1) if the undersigned is a natural person, any transfers made by the undersigned (a) as a bona fide gift to any member of the immediate family (as defined below) of the undersigned or to a trust the direct or indirect beneficiaries of which are exclusively the undersigned or members of the undersigned's immediate family, (b) by will or intestate succession upon the death of the undersigned or (c) as a bona fide gift to a charity or educational institution,

(2) if the undersigned is a corporation, partnership, limited liability company or other business entity, any transfers to any shareholder, partner or member of, or owner of a similar equity interest in, the undersigned, as the case may be, if, in any such case, such transfer is not for value, and

(3) if the undersigned is a corporation, partnership, limited liability company or other business entity, any transfer made by the undersigned (a) in connection with the sale or other bona fide transfer in a single transaction of all or substantially all of the undersigned's capital stock, partnership interests, membership interests or other similar equity interests, as the case may be, or all or substantially all of the undersigned's assets, in any such case not undertaken for the purpose of avoiding the restrictions imposed by this agreement or (b) to another corporation, partnership, limited liability company or other business entity so long as the transferee is an affiliate (as defined below) of the undersigned and such transfer is not for value;

provided, however, that in the case of any transfer described in clause (1), (2) or (3) above, it shall be a condition to the transfer that (A) the transferee executes and delivers to the Parent, not later than one business day prior to such transfer, a written agreement, in substantially the form of this agreement (it being understood that any references to "immediate family" in the agreement executed by such transferee shall expressly refer only to the immediate family of the undersigned and not to the immediate family of the transferee), and otherwise reasonably satisfactory in form and substance to Parent, and (B) if the undersigned is required to file a report under Section 16(a) of the Securities Exchange Act of 1934, as amended, reporting a reduction in beneficial ownership of the Relevant Securities or any securities convertible into or exercisable or exchangeable for the Relevant Securities during the Lock-Up Period, the undersigned shall include a statement in such report to the effect that, in the case of any transfer pursuant to clause (1) above, such transfer is being made as a gift or by will or intestate succession or, in the case of any transfer pursuant to clause (2) above, such transfer is being made to a shareholder, partner or member of, or owner of a similar equity interest in, the undersigned and is not a transfer for value or, in the case of any transfer pursuant to clause (3) above, such transfer is being made either (a) in connection with the sale or other bona fide transfer in a single transaction of all or

substantially all of the undersigned's capital stock, partnership interests, membership interests or other similar equity interests, as the case may be, or all or substantially all of the undersigned's assets or (b) to another corporation, partnership, limited liability company or other business entity that is an affiliate of the undersigned and such transfer is not for value. For purposes of this paragraph, "immediate family" shall mean a spouse, child, grandchild or other lineal descendant (including by adoption), father, mother, brother or sister of the undersigned; and "affiliate" shall have the meaning set forth in Rule 405 under the Securities Act of 1933, as amended.

The undersigned shall not be subject to any of the foregoing restrictions in this Agreement unless and until all officers, directors and 1% or greater securityholders of PharmAthene, Inc. calculated on a fully diluted basis immediately prior to the Offering ("1% or Greater Securityholders"), have executed similar agreements. In the event that the undersigned is released early by Parent pursuant to the terms of the this paragraph, the Parent shall notify the undersigned concurrently with notification to such other released party.

In the event a certain percentage of the securities held by the officers, directors and/or 1% or Greater Securityholders of the Company are released from the restrictions set forth in agreements similar to this Agreement, the same percentage of the securities held by the undersigned shall be immediately and fully released from any remaining restrictions under this Agreement concurrently therewith. In the event that the undersigned is released early pursuant to the terms of the this paragraph, the Parent shall notify the undersigned concurrently with notification to such other released party.

The undersigned hereby represents and warrants that the undersigned has full power and authority to enter into this Agreement and that this Agreement constitutes the legal, valid and binding obligation of the undersigned, enforceable in accordance with its terms. Upon request, the undersigned will execute any additional documents necessary in connection with enforcement hereof. Any obligations of the undersigned shall be binding upon the successors and assigns of the undersigned from the date first written above.

[Remainder of Page Intentionally Blank]

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to the conflicts of laws principles thereof. Delivery of a signed copy of this letter by facsimile transmission shall be effective as delivery of the original hereof.

Very truly yours,

RIVERVIEW GROUP LLC

By:

Name:
Title:

August 2, 2007

Healthcare Acquisition Corporation
2116 Financial Center
666 Walnut Street
Des Moines, Iowa 50309

Re: HEALTHCARE ACQUISITION CORP./PHARMATHENE, INC. MERGER

Ladies and Gentlemen:

This letter agreement (this "Agreement") relates to the proposed merger (the "Merger") of PAI Acquisition Corp. (the "Merger Sub"), a Delaware corporation and a wholly-owned subsidiary of Healthcare Acquisition Corporation (the "Parent"), a Delaware corporation, with PharmAthene, Inc. (the "Company"), a Delaware corporation. The Merger is governed by the certain Agreement and Plan of Merger, dated as of January 19, 2007, by and among Parent, Merger Sub and the Company (the "Merger Agreement") and capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Merger Agreement.

In order to induce Parent and Merger Sub to consummate the Merger, the undersigned hereby agrees that, as of the date hereof until expiration of the Lock-Up Period (as defined below), the undersigned: (a) will not, directly or indirectly, offer, sell, agree to offer or sell, solicit offers to purchase, grant any call option or purchase any put option with respect to, pledge, borrow or otherwise dispose of any Relevant Security (as defined below) and (b) will not establish or increase any "put equivalent position" or liquidate or decrease any "call equivalent position" with respect to any Relevant Security (in each case within the meaning of Section 16 of the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder) or otherwise enter into any swap, derivative or other transaction or arrangement that transfers to another, in whole or in part, any economic consequence of ownership of a Relevant Security, whether or not such transaction is to be settled by delivery of Relevant Securities, other securities, cash or other consideration, except in accordance with the following schedule: fifty percent (50%) of the Relevant Securities shall be released from this Agreement on the date that is six (6) months from the Closing Date and the remaining fifty percent (50%) of the Relevant Securities shall be released from this Agreement on the date that is twelve (12) months from the Closing Date (the "Lock-Up Period"). As used herein, "Relevant Security" means any common stock or 8% promissory notes of the Parent (or common stock issuable upon conversion of such notes or as a dividend thereon) received by or issuable to the undersigned pursuant to the Merger Agreement but shall not include any securities obtained by any other means.

The undersigned hereby authorizes Parent during the Lock-Up Period to cause any transfer agent for the Relevant Securities to decline to transfer and to note stop transfer restrictions on the stock register and other records relating to Relevant Securities for which the

undersigned is the record holder and, in the case of Relevant Securities for which the undersigned is the beneficial but not record holder, agrees during the Lock-Up Period to cause the record holder to authorize the Parent to cause any transfer agent for the Relevant Securities to decline to transfer and to note stop transfer restrictions on the stock register and other records relating to such Relevant Securities in accordance with this Agreement.

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(2) if the undersigned is a corporation, partnership, limited liability company or other business entity, any transfers to any shareholder, partner or member of, or owner of a similar equity interest in, the undersigned, as the case may be, if, in any such case, such transfer is not for value, and

(3) if the undersigned is a corporation, partnership, limited liability

company or other business entity, any transfer made by the undersigned (a) in connection with the sale or other bona fide transfer in a single transaction of all or substantially all of the undersigned's capital stock, partnership interests, membership interests or other similar equity interests, as the case may be, or all or substantially all of the undersigned's assets, in any such case not undertaken for the purpose of avoiding the restrictions imposed by this agreement or (b) to another corporation, partnership, limited liability company or other business entity so long as the transferee is an affiliate (as defined below) of the undersigned and such transfer is not for value;

provided, however, that in the case of any transfer described in clause (1), (2) or (3) above, it shall be a condition to the transfer that (A) the transferee executes and delivers to the Parent, not later than one business day prior to such transfer, a written agreement, in substantially the form of this agreement (it being understood that any references to "immediate family" in the agreement executed by such transferee shall expressly refer only to the immediate family of the undersigned and not to the immediate family of the transferee), and otherwise reasonably satisfactory in form and substance to Parent, and (B) if the undersigned is required to file a report under Section 16(a) of the Securities Exchange Act of 1934, as amended, reporting a reduction in beneficial ownership of the Relevant Securities or any securities convertible into or exercisable or exchangeable for the Relevant Securities during the Lock-Up Period, the undersigned shall include a statement in such report to the effect that, in the case of any transfer pursuant to clause (1) above, such transfer is being made as a gift or by will or intestate succession or, in the case of any transfer pursuant to clause (2) above, such transfer is being made to a shareholder, partner or member of, or owner of a similar equity interest in, the undersigned and is not a transfer for value or, in the case of any transfer pursuant to clause (3) above, such transfer is being made either (a) in connection with the sale or other bona fide transfer in a single transaction of all or substantially all of the undersigned's capital stock, partnership interests, membership interests or other similar equity interests, as the case may be, or all or substantially all of the undersigned's assets or (b) to another corporation, partnership, limited liability company or other business

entity that is an affiliate of the undersigned and such transfer is not for value. For purposes of this paragraph, "immediate family" shall mean a spouse, child, grandchild or other lineal descendant (including by adoption), father, mother, brother or sister of the undersigned; and "affiliate" shall have the meaning set forth in Rule 405 under the Securities Act of 1933, as amended.

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The undersigned hereby represents and warrants that the undersigned has full power and authority to enter into this Agreement and that this Agreement constitutes the legal, valid and binding obligation of the undersigned, enforceable in accordance with its terms. Upon request, the undersigned will execute any additional documents necessary in connection with enforcement hereof. Any obligations of the undersigned shall be binding upon the successors and assigns of the undersigned from the date first written above.

[Remainder of Page Intentionally Blank]

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to the conflicts of laws principles thereof. Delivery of a signed copy of this letter by facsimile transmission shall be effective as delivery of the original hereof.

Very truly yours,

RIVERVIEW GROUP LLC

By: /s/ Terry Feeney

Name: Terry Feeney
Title: Co-President

HEALTHCARE ACQUISITIONS CORP.
2116 Financial Center
666 Walnut Street
Des Moines, Iowa 50309

August 2, 2007

Riverview Group LLC

Dear Sirs,

This letter shall serve to confirm the agreement of Healthcare Acquisition Corp. ("HAQ") to provide to Riverview Group LLC registration rights with regard to shares of the common stock of Healthcare Acquisition Corp. acquired by Riverview Group from stockholders of PharmAthene, Inc. ("PharmAthene") in connection with the proposed merger of HAQ and PharmAthene which rights shall be upon substantially the same terms as provided to the stockholders of PharmAthene under the terms of the Agreement and Plan of Merger, dated as of January 19, 2007, among PharmAthene, HAQ and HAQ's wholly-owned subsidiary, PAI Acquisition Corp.

Very truly yours,

HEALTHCARE ACQUISITION CORP.

By: /s/ Matthew P. Kinley

Matthew P. Kinley
President