

08-17-1998

MRP 8/12/98



Attorney Docket Number

6670-078

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TRADEMARKS

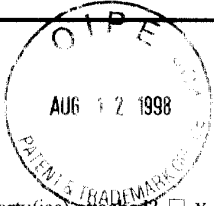
BOX ASSIGNMENT

Washington, DC 20231

Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

**Martin STOGNIEW,
Ingomar GRAFE
Johann MÖRSDORF**



Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):

Name: **U.S. BIOSCIENCE, INC.**

Address: **ONE TOWER BRIDGE**

100 FRONT STREET

WEST CONSHOHOCKEN, PA 19428

Country (if other than USA):

3. Nature of conveyance:

Assignment

Merger

Security Agreement

Change of Name

Other

Execution Dates: **June 19, 1998
and July 9, 1998**

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s) **09/080,290**

B. Patent No.(s)

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

**PENNIE & EDMONDS LLP
1667 K Street, N.W.
Washington, D.C. 20006**

6. Number of applications and patents involved: **1**

7. Total fee (37 CFR 3.41):.....\$ **40.00**
Please charge to the deposit account listed in Section 8.

8. Deposit account number:
16-1150

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Brian M. Poissant 28,462
Name of Person Signing Reg. No.

Brian M Poissant
Signature

August 12, 1998
Date

By: Stephen D. Paine Reg. No. P43,020
Total number of pages including cover sheet:

3

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignment
Washington, D.C. 20231

08/17/1998 TTDW11 00000060 161150 09080290

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JOINT

ASSIGNMENT

WHEREAS, WE, MARTIN M. STOGNIEW, INGOMAR GRAFE and JOHANN MÖRSDORF, ASSIGNORS, citizens of the United States of America, Germany and Germany, respectively, residing at 1870 Ferguson Lane, Blue Bell, Pennsylvania 19422; Auerbacher Str. 18, 90482 Nürnberg, Germany; and Sportplatz Str. 4, 90579 Langenzenn, Germany, respectively are co-inventors of the invention in THERMALLY STABLE TRIMETREXATES AND PROCESSES FOR PRODUCING THE SAME for which we have executed an application for a Patent of the United States

- which is identified by Pennie & Edmonds LLP docket no. 6670-078-999
- which was filed on May 18, 1998, Application No. 09/080,290

and WHEREAS, U.S. BIOSCIENCE, INC., a Delaware Corporation, with a business address at One Tower Bridge, 100 Front Street, West Conshohocken, Pennsylvania 19428, ASSIGNEE is desirous of obtaining our entire right, title and interest in, to and under the said invention and the said application:

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) to us in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, we, the said ASSIGNORS, have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto the said ASSIGNEE, its successors, legal representatives and assigns, our entire right, title and interest in, to and under the said invention, and the said United States application and all divisions, renewals and continuations thereof, and all Patents of the United States which may be granted thereon and all reissues and extensions thereof; and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, and designs which may hereafter be filed for said invention in any country or countries foreign to the United States, together with the right to file such applications and the right to claim for the same the priority rights derived from said United States application under the Patent Laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all forms of industrial property protection, including, without limitation, patents, utility models, inventors' certificates and designs which may be granted for said invention in any country or countries foreign to the United States and all extensions, renewals and reissues thereof:

AND WE HEREBY authorize and request the Commissioner of Patents and Trademarks of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to the said ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND WE HEREBY covenant and agree that we have full right to convey the entire interest herein assigned, and that we have not executed, and will not execute, any agreement in conflict herewith.

AND WE HEREBY further covenant and agree that we will communicate to the said ASSIGNEE, its successors, legal representatives and assigns, any facts known to us respecting said invention, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing, reissue and foreign applications, make all rightful oaths, and generally do everything possible to aid the said ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper protection for said invention in all countries.

IN TESTIMONY WHEREOF, We hereunto set our hands and seals the day and year set opposite our respective signatures.

Date June 19, 1998, 1998 Martin M. Stogniew L.S.
MARTIN M. STOGNIEW

State of Pennsylvania)
County of Montgomery) SS.:

On this 19th day of June, 1998, before me, a Notary Public in and for the State and County aforesaid, personally appeared Martin M. Stogniew, to me known and known to me to be the person of that name, who signed and sealed the foregoing instrument, and he acknowledged the same to be his free act and deed.

Nancy Mora
Notary Public.

Notarial Seal
 Nancy Mora, Notary Public
 West Conshohocken Boro, Montgomery County
 My Commission Expires July 6, 2000
 MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES
 PATENT REEL: 579 FRAME: 0612
 PFD-124769 1

Date July 09, 1998 Ingomar Grafe L.S.
INGOMAR GRAFE

Date 9. 7. 98, 1998 Ungge Kattow
Witnessed by

Date 9. 7. 98, 1998 Christa Büsch
Witnessed by

Date July 09, 1998 Johann Peter Mörsdorf L.S.
JOHANN MÖRSDORF

Date 9. 7. 98, 1998 Ungge Kattow
Witnessed by

Date 9. 7. 98, 1998 Christa Büsch
Witnessed by

URNr. La 1752/1998

Beglaubigt wird hiernit die Echtheit der vorstehenden,
vor mir vollzogenen Unterschriften von

1. Herrn Dr. Ingomar G r a f e , geb. am 10.3.1944,
Auerbacher Str. 18, 90482 Nürnberg,
 2. Herrn Dr. Johann Peter M ö r s d o r f , geb. am 28.2.1955,
Sportplatzstr. 4. 90579 Langenzenn,
- beide Herren mir, Notar, persönlich bekannt.
Nürnberg, den neunten Juli
neunzehnhundertachtundneunzig.

[Signature]
(Dr. Latinak) Notar. K.