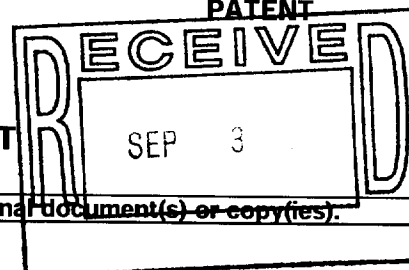


09-14-1998



100828185

PATENT

RECORDATION FORM COVER SHEET
PATENTS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

☒ New☐ Resubmission (Non-Recordation)

Document ID#

☐ Correction of PTO Error

Reel #

Frame #

☐ Corrective Document

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Conveyance Type

☒ Assignment☐ License☐ Merger☐ Security Agreement☐ Change of Name☐ Other

U.S. Government

(For Use ONLY by U.S. Government Agencies)

☐ Departmental File☐ Secret File

Conveying Party(ies)

☐ Mark if additional names of conveying parties attached

Name (line 1)

Madhavan G. Nair

Execution Date
Month Day Year
09 08 97

Name (line 2)

Second Party

Name (line 1)

Execution Date
Month Day Year

Name (line 2)

Receiving Party

☐ Mark if additional names of receiving parties attached

Name (line 1)

BioNumerik Pharmaceuticals, Inc.

Name (line 2)

☐ If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)

Address (line 1)

8122 Datapoint Drive

Address (line 2)

Suite 1250

Address (line 3)

San Antonio

Texas

78229

City

State/Country

Zip Code

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Thomas J. Dodd

Address (line 1)

BioNumerik Pharmaceuticals, Inc.

Address (line 2)

8122 Datapoint Drive

Address (line 3)

Suite 1250

Address (line 4)

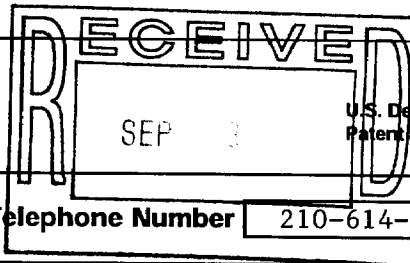
San Antonio, Texas 78229

09/14/1998 TTOM11 00000231 022336 4996207

FOR OFFICE USE ONLY

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120.00 CH



Correspondent Name and Address

Area Code and Telephone Number 210-614-1701 ext. 231

Name Thomas J. Dodd

Address (line 1) BioNumerik Pharmaceuticals, Inc.

Address (line 2) 8122 Datapoint Drive

Address (line 3) Suite 1250

Address (line 4) San Antonio, Texas 78229

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

4

Application Number(s) or Patent Number(s)

☐ Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)

Patent Number(s)

4,996,207		
5,073,554		
5,260,296		

If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor.

Month Day Year

Patent Cooperation Treaty (PCT)

Enter PCT application number
only if a U.S. Application Number
has not been assigned.

PCT		PCT		PCT	
PCT		PCT		PCT	

Number of Properties

Enter the total number of properties involved.

3

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$ 120.00

Method of Payment:

Enclosed ☐

Deposit Account ☒

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

02-2338

Authorization to charge additional fees:

Yes

☒

No

☐

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. Charges to deposit account are authorized, as indicated herein.

Thomas J. Dodd

Name of Person Signing

Signature

8/28/98

Date

ASSIGNMENT OF UTILITY PATENTS AND ASSOCIATED RIGHTS

Assignment is made this 5th day of September, 1997 by Madhavan G. Nair, Ph.D., an individual residing in the State of Alabama, City of Mobile, hereinafter referred to as ASSIGNOR to BioNumerik Pharmaceuticals, Inc., a Texas corporation having its principal place of business in San Antonio, Texas, hereinafter referred to as ASSIGNEE.

A. ASSIGNOR is the owner of U.S. Patents, numbers 4,996,207, 5,260,296 and 5,073,554 (the "PATENTS") and is the owner of all rights related to the manufacture, sale, use and development of the inventions described and claimed therein ("INVENTIONS"). This Assignment transfers ownership of the PATENTS and all associated rights in the INVENTIONS to the ASSIGNEE. No prior agreement inconsistent with this Assignment has been made by ASSIGNOR.

B. ASSIGNEE is desirous of acquiring the entire right, title, and interest in and to the PATENTS and in the INVENTIONS and to future patents and patent applications described in the subject matter of the PATENTS, whether granted in the United States or in any other countries.

C. The parties have previously agreed to the full assignment of rights in and to these patents and patent applications throughout the world, as well as other rights included herewith with the mutual understanding that formal, recordable assignment documents would be executed and filed to effectuate this agreement.

1. ASSIGNMENT OF PATENTS

ASSIGNOR does hereby assign and transfer to ASSIGNEE the following United States Patents:

4,996,207;
5,073,554; and
5,260,296;

together with all rights related to the manufacture, sale, use and development of the inventions described and claimed therein, as provided for in the Exclusive License Agreement between ASSIGNOR and ASSIGNEE, executed as of August 3, 1993, as amended as of August 23, 1996 (the "LICENSE AGREEMENT").

ASSIGNOR further assigns and transfers to ASSIGNEE all right, title and interest in and to all patents and patent applications relating to the INVENTIONS as filed or issued in all other countries of the world. ASSIGNOR further assigns to ASSIGNEE the entire right, title and interest in and to the "COMPOUNDS" as that term is defined in the LICENSE AGREEMENT.

Handwritten: BUS
9/5/97
09/05/97

2. COOPERATION. ASSIGNOR agrees to cooperate with ASSIGNEE such that ASSIGNEE may enjoy to the fullest extent the rights conveyed hereunder. Such duty includes prompt execution of all papers, that are deemed necessary or requested by ASSIGNEE to perfect and/or record the rights conveyed.

3. PARTIES. The terms, covenants, and provisions of this Assignment shall inure to the benefit of and shall be binding on the respective parties hereto, their heirs, legal representatives, successors and assigns.

4. WARRANTY. ASSIGNOR warrants and represents that he has not entered into any agreement in conflict with this Assignment.

5. Each of the parties covenants and agrees to cooperate with the other whereby both parties may enjoy to the fullest extent, throughout the world, the rights and benefits herein conveyed. Such cooperation shall include:

A. Prompt execution and delivery of all petitions, oaths, specifications, declarations or other papers that are deemed necessary or desirable by ASSIGNEE for prosecuting the applications identified herein, for filing and prosecuting substitute, divisional, continuing, continuation-in-part, reissue, or other applications in the United States and/or foreign countries covering the INVENTIONS and/or any improvements covered by the rights assigned hereunder or for interference or reexamination proceedings involving the INVENTIONS and/or the improvements covered by the rights assigned hereunder.

B. Prompt assistance and cooperation in the prosecution of legal or administrative proceedings involving the INVENTIONS and/or improvements, the PATENTS, and all patents and patent applications relating thereto in all countries of the world, including opposition or cancellation proceedings, priority contests, public use proceedings and court actions; provided, however, that the reasonable expenses that may be incurred by ASSIGNOR in lending such assistance and cooperation shall be paid by the ASSIGNEE. Provided that to the extent possible, ASSIGNOR shall inform the ASSIGNEE of expected expenses prior to incurring the same.

6. ASSIGNOR acknowledges that ASSIGNEE shall have the sole right to grant licenses, sublicenses, assignments and other such rights under the PATENTS to third parties and to negotiate the consideration payable for such rights by such third parties, provided that ASSIGNOR'S right to receive compensation shall continue in accordance with the LICENSE AGREEMENT. ASSIGNEE will make prompt delivery to ASSIGNOR of true, correct and complete copies of all licenses, assignments and other agreements whereby ASSIGNEE grants any rights to the PATENTS or the INVENTIONS described therein to others.

[Handwritten signature]
[Handwritten signature] 09/05/97

7. The patent rights assigned hereunder are to be held by ASSIGNEE to the full end of the term for which the PATENTS are granted, and for the term or terms of any extensions thereof throughout the world, as fully as the same would have been held by the ASSIGNOR if this Assignment had not been made.

8. Prompt execution and delivery of all papers and documents that are deemed necessary or requested by ASSIGNOR to perfect or fully enjoy his rights hereunder; including without limitation ASSIGNOR's rights to receive his share of compensation paid or payable to ASSIGNEE as provided in the ASSIGNMENT section above.

9. ASSIGNEE shall have the right to sue for past infringement, and to collect all damages and profits for past infringements. ASSIGNOR agrees that all choses of action, causes of action, rights to damages and other rights that have accrued and will accrue in the future as a result of infringement on the PATENTS are transferred and assigned to the ASSIGNEE and ASSIGNOR shall take all steps necessary to effectuate the transfer of these rights.

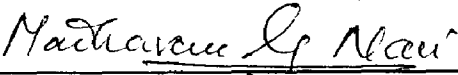
10. ASSIGNOR and ASSIGNEE agree that all provisions, clauses and covenants recited in the LICENSE AGREEMENT, as amended, are to continue in full force and effect, except as amended by this Assignment.

IN WITNESS whereof, this Assignment has been executed as of the day and year first above written.

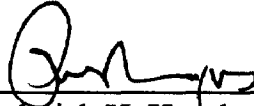
ASSIGNOR

ASSIGNEE

BioNumerik Pharmaceuticals, Inc.



Madhavan G. Nair, Ph.D.

By: 

Frederick H. Hausheer, M.D.
Chief Executive Officer

STATE OF ALABAMA

§
§
§

COUNTY OF MOBILE

I, Eleanor Hicks, a Notary Public in and for said County, in said State, hereby certify that MADHAVAN G. NAIR, Ph.D., whose name is signed as ASSIGNOR to the foregoing Assignment and who is known to me, did certify to me on this day that he signed this Assignment with full knowledge of the contents thereof.

GIVEN under my hand and seal this 5th day of September, 1997.

Eleanor Hicks
Notary Public

My Commission Expires:

06/06/2000

STATE OF TEXAS

§
§
§

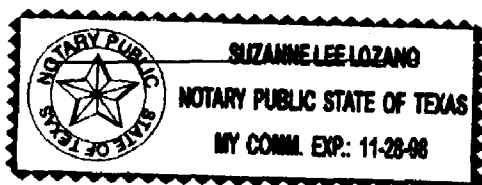
COUNTY OF BEXAR

I, Suzanne Lee Lozano, a Notary Public in and for said County, in said State, hereby certify that FREDERICK H. HAUSHEER did certify to me on this day that he is the Chief Executive Officer of BioNumerik Pharmaceuticals, Inc. and that he signed this Assignment on behalf of BioNumerik Pharmaceuticals, Inc., the ASSIGNEE to the foregoing Assignment, with full knowledge of the contents thereof.

GIVEN under my hand and seal this 8th day of September, 1997.

Suzanne Lee Lozano
Notary Public

My Commission Expires:



Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it contains a valid OMB control number.

Certificate of Mailing under 37 CFR 1.8

I hereby certify that this correspondence is being deposited with the United States Postal Service with sufficient postage as first class mail in an envelope addressed to:

Assistant Commissioner for Patents
Washington, D.C. 20231

on 8/28/98
Date


Signature

Lillian Gonzalez

Typed or printed name of person signing Certificate

Note: Each paper must have its own certificate of mailing, or this certificate must identify each submitted paper.

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RECORDED: 09/03/1998

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