RECORDATION FO PATENT	S ONLY Vitorney Docket Number				
1-8-99 TO THE HC. 01-13-1	ND TRADEMALKS				
Plc 100941 1 Name of conveying party(ies): Martin Stogniew Javad M. Zadei Additional name(s) of conveying party(ies) and the stopped stopp	Name: U.S. BIOSCIENCE, INC. Address One Tower Bridge, 10(1)Front Street, West Conshohocken, PA 19-38 Country (if other than USA):				
Security Agreement	n date of the application is:				
Additional numbers attached? □ Yes ⋈ No 5. Name and address of party to whom correspondence 6. Number of applications					
Concerning document should be mailed: PLNNIE & EDMONDS LLP 1667 K. Street, N.W Washington, D.C. 20006	 and patents involved: 1 Total fee (37 CFR 3.41):				
DO NOT USE THIS SPACE					
9. Statement and signature. To the best of my knowledge and belief, the foregoing is a true copy of the original document Jeffrey A. Wolfson 42,234 Reg. No Signature For: Brian M. Poissant, Reg. No. 28,462	g information is true and correct and any attached copy January 8, 1999 Date				

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

Total number of pages including cover sheet:

PATENT DC1 2003681
REEL: 9688 FRAME: 0320

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ASSIGNMENT

WHEREAS, WE, Martin STOGNIEW and Javad M. ZADEI, ASSIGNORS, citizens of the United States of America, residing at 1870 Ferguson Lane, Blue Bell, PA 19422 and 297 Cotswold Lane, West Chester, PA 19380, respectively, are the inventors of the invention in STABLE AMORPHOUS AMIFOSTINE COMPOSITIONS AND METHODS FOR THE PREPARATION AND USE OF SAME, for which we have executed an application for a Patent of the United States

which is identified by Pennie & Edmonds ILP docket no. 6670-086-999

and WHEREAS, U.S. BIOSCIENCE, INC., a corporation of Delaware having a place of business at One Tower Bridge, 100 Front Street. West Conshohocken, PA 19438. 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 November 13,1998, 1998	1101/1	L.S.
State of Pa	Martin STOGNIEW	
(ounty of Montgomery) SS.:		

On this day of <u>freender</u>, 1998, before me, a Notary Public in and for the State and County aforesaid, personally appeared Martin 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.

Notarial Seal Nancy Mora, Notary Public West Conshohocken Boro, Montgomery County My Commission Expires July 6, 2000

Member Denneyling to the

REEL: 9688 FRAME: 0321

Eate	11-13	., 1998	Vanast	M. Z. de:	IS.
				Javad M. ZADEI	
State of	300				
County o) SS. 01 Mantgomery)	:		e. a Notary Public in and for t	
aioresaic	On this <u>13</u> day of d. personally appeared Jaed the foregoing instrum	avad M. ZADEI, to in	e known and knov	vii to me to be the person of the	the State and County nat name, who signed
				'any mora	·
			My C	Notarial Seal Nancy Mora, Notary Public pashohocken Boro, Montgomery county ommission Expires July 6, 2000 Pennsylvania Association of Antaria	

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RECORDED: 01/08/1999