

08-05-1999

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Execution Date  
Month Day Year

Name (line 1) CADUS PHARMACEUTICAL CORPORATION

Name (line 2) A CORPORATION OF DELAWARE

**Second Party**

Name (line 1)

Name (line 2)

Execution Date  
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**Receiving Party**

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Name (line 1) OSI PHARMACEUTICALS, INC.

Name (line 2) A CORPORATION OF DELAWARE

Address (line 1) 106 CHARLES LINDBERGH BOULEVARD

Address (line 2)

Address (line 3) UNIONDALE NY/USA 11553  
City State/Country Zip Code

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PATENT  
REEL: 010137 FRAME: 0959

**Correspondent Name and Address**

Area Code and Telephone Number **(516) 222-0023**

Name: **ARTHUR M. BRUSKIN, PH.D.**

Address (line 1) **OSI PHARMACEUTICALS, INC.**

Address (line 2) **106 CHARLES LINDBERGH BOULEVARD**

Address (line 3)

Address (line 4) **UNIONDALE, NY 11553-3649**

**Pages**

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

# **4**

**Application Number(s) or Patent Number(s)**

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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)**

**08864241** **08864240** **60126527**

**60085889** **09198697** **09307105**

**09086168** **60094684** **60123216**

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

PCT **PCTUS9810861**

PCT **PCTUS9912135**

PCT

only if a U.S. Application Number has not been assigned.

PCT **PCTUS9810918**

PCT **PCTUS9910151**

PCT

**Number of Properties**

Enter the total number of properties involved.

# **13**

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41): \$ **520.00**

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**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.*

*Joel S. Page*

Name of Person Signing

*Joel S. Page*

Signature

July 30, 1999

Date

## PATENT CHART

Serial No./ Patent No.	Title	Filing/ Issue Date	Status
08/864,241 (US)	Conformationally Constrained Peptidomimetics as $\beta$ -turn Templates and Modulators of SH3 Domains	5/28/97	PENDING
60/085,889 (US)	Conformationally Constrained Peptidomimetics as $\beta$ -turn Templates and Modulators of SH3 Domains	5/18/98	PENDING
09/086,168 (US)	Conformationally Constrained Peptidomimetics as $\beta$ -turn Templates and Modulators of SH3 Domains	5/28/98	PENDING
PCT/US98/10861	Conformationally Constrained Peptidomimetics as $\beta$ -turn Templates and Modulators of SH3 Domains	5/28/98	PENDING
08/864,240 (US)	Synthesis and Use of Thiophene-and Pyrrole-Based Heteroaromatic Compounds	5/28/97	ALLOWED [Awaiting patent number.]
PCT/US98/10918	Synthesis and Use of Thiophene-and Pyrrole-Based Heteroaromatic Compounds	5/28/99	PENDING
09/XXX,XXX (US)	Synthesis and Use of Thiophene-and Pyrrole-Based Heteroaromatic Compounds (Inventors: A. Castelhana and B. McKibben)	7/13/99	[Case filed without filing fee. Awaiting serial number.]
09/198,697 (US)	Solid Phase Syntheses of Heterocycles	11/24/98	PENDING
60/123,216	Pyrrolo [2,3d]Pyrimidine Compositions and Their Use	3/8/99	PENDING
60/126,527	Substituted Pyrrolo [2,3d] Pyrimidine Compositions and Their Use	3/26/99	PENDING

<b>Serial No./ Patent No.</b>	<b>Title</b>	<b>Filing/ Issue Date</b>	<b>Status</b>
PCT/US99/12135	Pyrrolo [2,3d]Pyrimidine Compositions and Their Use	6/1/99	PENDING
P 99 01 02583 (Argentina)	Pyrrolo [2,3d]Pyrimidine Compositions and Their Use	6/1/99	PENDING
1-1999-01274 (Philippines)	Pyrrolo [2,3d]Pyrimidine Compositions and Their Use	5/28/99	PENDING
050,791 (Thailand)	Pyrrolo [2,3d]Pyrimidine Compositions and Their Use	6/1/99	PENDING
88109094 (Taiwan)	Pyrrolo [2,3d]Pyrimidine Compositions and Their Use	6/2/99	PENDING
105/99 (Algeria)	Pyrrolo [2,3d]Pyrimidine Compositions and Their Use	6/1/99	PENDING
60/094,686 (US)	Preparation of Pyridone-Based Phosphotyrosine Mimetics and Uses Thereof	7/31/98	PENDING (converted from provisional application by 7/30/99)
PCT/US99/10151	AGS Proteins and Nucleic Acid Molecules and Uses Therefor	5/7/99	PENDING
09/307,105 (US)	Novel G-Protein Modulator (GPM) Protein and Nucleic Acid Molecules and Uses Therefor	5/7/99	PENDING

## ASSIGNMENT OF PATENTS

WHEREAS, Cadus Pharmaceutical Corporation (the "Assignor"), a corporation duly organized and existing under and by virtue of the laws of Delaware and having a principal place of business at 777 Old Saw Mill River Road, Tarrytown, New York 10591-6705, is the owner of the entire and exclusive right, title and interest in, to and under the Letters Patent of the United States and applications for Letters Patent in the United States and any and all foreign patents and patent applications, as identified on Schedule A hereto, and the respective inventions described and claimed therein, along with all rights arising under or pursuant to any and all international agreements, treaties or laws relating to the protection of intellectual property (collectively, the "Patent Rights");

WHEREAS, OSI Pharmaceuticals, Inc. (the "Assignee"), a corporation duly organized and existing under and by virtue of the laws of Delaware, and having a principal place of business at 106 Charles Lindbergh Boulevard, Uniondale, New York 11553-3649, desires to acquire the entire and exclusive right, title and interest in, to and under the Patent Rights;

NOW, THEREFORE, in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration paid by the Assignee, the receipt and sufficiency of which is hereby acknowledged, the Assignor hereby sells, assigns, transfers and sets over to the Assignee, its successors and assigns, the entire and exclusive right, title and interest in, to and under the Patent Rights, and all other patent rights that may be based thereon, including all renewals, divisions, substitutes, reissues, continuations, continuations-in-part, and all reissues or extensions thereof, and every priority right that is or may be predicated upon or arise from said Patent Rights, to the full end of the term and any extensions thereof for which said Patent Rights may be granted as fully and entirely as the same would have been held by the Assignor had this assignment not been made.


The Assignor hereby acknowledges that this assignment, being of the entire right, title and interest in and to the Patent Rights, carries with it the right in the Assignee to apply for and obtain from competent authorities, in all countries of the world, any and all Letters Patent by attorneys and agents of the Assignee's selection and the right to procure the grant of all Letters Patent to the Assignee, for its own name as assignee of the entire right, title and interest in and to the Patent Rights.

The Assignor hereby further agrees to execute upon reasonable request any other lawful documents and likewise to perform any other lawful acts which may be necessary to fully secure the Patent Rights to the Assignee, its successors, assigns, and legal representatives, but at its or their expense and charges, including the execution of applications for patents in foreign countries, and the execution of substitution, reissue, divisional, or continuation applications and/or preliminary or other statements and the giving of testimony in any interference or other proceeding in which the Patent Rights may be involved; and the Assignor further hereby authorizes the Assignee or its attorneys or agents to insert the correct series number and filing date into this assignment, if appropriate.

And for the considerations aforesaid, the Assignor agrees that it will communicate to Assignee, or its representatives, any facts known respecting the Patent Rights, whenever reasonably requested, and will, at Assignee's expense, testify in any legal proceeding, sign all lawful papers, make all rightful oaths and generally do everything possible to aid the Assignee, its successors, assigns and nominees, to obtain and enforce proper patent protection for the Patent Rights in any and all countries.

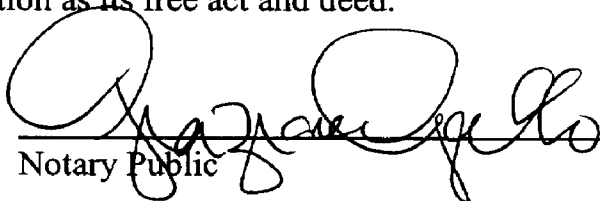
The Assignor hereby covenants that it has full right to, and hereby does, authorize and request the Commissioner of Patents, or other proper governmental authority, to, issue all Letters Patent or other documents evidencing the Patent Rights to the Assignee, its successors and assigns, in accordance with this assignment.

CADUS PHARMACEUTICAL CORPORATION

By:   
Name: C. WOLER  
Title: PRESIDENT & CEO

STATE OF NEW YORK :  
ss.  
COUNTY OF :

On this 30th day of July, 1999, before me personally appeared Charles Woler, of Cadus Pharmaceutical Corporation, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same under the authority of Cadus Pharmaceutical Corporation as its free act and deed.

  
Notary Public

(Notary Seal)

My Commission expires: July 20, 2000

GRAZIANA GALLO  
Notary Public, State of New York  
No. 01GA5063453  
Qualified in Richmond County  
Certificate Filed in New York County  
Commission Expires July 22, 2000