

08-16-2001

FORM PTO-1595

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U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

1-31-92

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To the Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
 The Johns Hopkins University *08/07/01*
 Additional name(s) of conveying party(ies) attached?
 Yes No

2. Name and address of receiving party(ies):
 Name: SuperGen, Inc.
 Street Address: 4140 Dublin Blvd.
 Suite 200 *408 - 7 2001*
 City/State/Zip: Dublin, CA 94568
 Additional name(s) & address(es) attached?
 Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other Research Agreement
 Execution Date: August 17, 1998 & August 25, 1998

4. Application number(s) or patent number(s): (09/256,666)
 If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s): (09/256,666)

B. Patent No.(s):

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: David J. Weitz
 Internal Address: FH 1-2
 Wilson Sonsini Goodrich & Rosati
 650 Page Mill Road
 Palo Alto, CA 94304-1050

6. Total number of applications and patents involved: [1]

7. Total fee (37 CFR 3.41) \$40.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: 23-2415
 (Attorney Docket No.: 12636-760)

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.

David J. Weitz, Reg. No. 38,362
 Name of Person Signing

David J. Weitz
 Signature

July 30, 2001
 Date

Total number of pages including cover sheet, attachments, and document: [3]

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RESEARCH AGREEMENT

This RESEARCH AGREEMENT ("Agreement") between THE JOHNS HOPKINS UNIVERSITY, hereinafter referred to as "JHU" and SuperGen, Inc., hereinafter referred to as "SuperGen".

WHEREAS, the research program contemplated by this Agreement is of mutual interest and benefit to JHU and to SuperGen and will further the instructional and research objectives of JHU in a manner consistent with its status as a nonprofit, tax-exempt, educational institution.

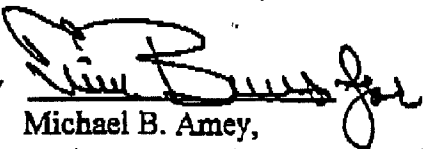
NOW THEREFORE, the parties hereto agree as follows:

1. **STATEMENT OF WORK.** JHU agrees to use its best efforts to perform the research program entitled, "A Dose Escalation and Biological Modulatory Study of Pentostatin (Nipent), Chlorambucil and Theophylline in Relapsed Lymphoproliferative Disorders" ("Research"), as described in the proposal dated November 10, 1997. The proposal and budget are attached to this Agreement as Appendix A.
2. **PRINCIPAL INVESTIGATOR ("PI").** The Research will be supervised by the PI, Dr. Byrd. If for any reason the PI is unable to continue to serve and a successor acceptable to both JHU and SuperGen is not available, this Agreement shall be terminated as provided in Article 13. *Dr. Green*
Dr. Flynn
were sub-investi
gators
3. **PERIOD OF PERFORMANCE.** It is anticipated that the Study will commence upon execution of this Agreement and that the Study will continue until it has been completed.
4. **REIMBURSEMENT OF COSTS.** In consideration of the foregoing, SuperGen will reimburse JHU for all direct and indirect costs incurred in the performance of the Research which shall not exceed the total estimated project cost of \$77,846 without written authorization from SuperGen.
5. **PAYMENT.** SuperGen shall make payments to JHU to fund the research as follows: an initial payment of \$7,784 (representing 10 percent of the planned project total) at the time of contract execution. The remaining funds will be paid in four equal payments; each payment will be made when an additional five patients have been entered on the Study. If less than a full set of five patients are entered, the final corresponding payment will be prorated based on the number of patients.
6. **CONFIDENTIAL INFORMATION.** While this Agreement is in effect, and for five (5) years thereafter, JHU and SuperGen shall employ all reasonable best efforts to maintain as confidential and to not reveal or disclose to third parties any information, marked as


statement of work, total estimated cost, and period of performance, shall be effective unless made in writing and signed by authorized representatives of the parties.

THE JOHNS HOPKINS UNIVERSITY

(COMPANY)

By 
Michael B. Amey,
Assistant Dean for Research Administration

Date: 8/17/98

By 
Dr. Joseph Rubinfeld
President & CEO

Date 8/25/98

Revised September 13, 1996