



To the Honorable Commissioner

102034769

attached original documents or copies thereof.

1. Name of conveying party(ies):

Wenbin Dang
Zhong Zhao
James P. English

3-14-02

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

Name: Guilford Pharmaceuticals, Inc.
Internal Address: _____

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

4. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other _____

3. Street Address: 6611 Tributary Street

City: Baltimore State: MD Zip: 21224

Execution Date: February 21, 2002, February 27, 2002 and February 12, 2002, respectively

Additional name(s) & addresses attached? Yes No

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

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

A. Patent Application No.(s) 10/011,570

B. Patent No.(s): _____

Additional numbers attached? Yes No

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

Name: Patent Group
Internal Address: Foley, Hoag & Eliot LLP
Street Address: One Post Office Square
City: Boston State: MA ZIP: 02109

7. Total number of applications and patents involved (1)

8. Total Fee (37 CFR 3.14)..... \$ 40.00

- Enclosed
- Authorized to be charged to _____ deposit account

9. Deposit account number:

06-1448, Ref.

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

10. 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.

Kingsley L. Taft, Reg. No. 43,946

03/05/02

Name of Person Signing and Reg. No.

Signature

Date

Total number of pages including cover sheet, attachments, and document: (4)

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments

Washington, D.C. 20231

03/27/2002 GTOM11 00000171 10011570

01 FC:581

40.00 OP

ASSIGNMENT

WHEREAS, we, Wenbin Dang, of 3304 Governor Howard Drive, Ellicott City, Maryland 21041, Zhong Zhao, of 3304 Governor Howard Drive, Ellicott City, Maryland 21041, and James P. English, of 2440 County Road 39, Chelsea, Alabama 35043, with others, have developed certain inventions described in a patent application entitled ***Biodegradable Compositions Comprising Poly(Cycloaliphatic Phosphoester) Compounds, Articles, and Methods for Using the Same***, filed on ***December 4, 2001*** and having U.S. Application No. ***10/011,570***, having full right to convey their entire right, title and interest, both legal and equitable, in and to said inventions, free from all prior assignments, agreements, licenses, mortgages, security interests, or other encumbrances whatsoever; and

WHEREAS, GUILFORD PHARMACEUTICALS, INC. ("Assignee"), of 6611 Tributary Street, Baltimore, Maryland, a corporation of the State of Delaware, is desirous of acquiring the entire right, title and interest in and to said invention or inventions and any and all patents to be obtained therefor;

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the undersigned, the undersigned do hereby sell, assign, transfer and set over unto said Assignee, its successors and assigns, their entire right, title and interest throughout the world in and to said invention or inventions, as described in the aforesaid application, in any form or embodiment thereof, and in and to the aforesaid application; and in and to any application filed in any foreign country based thereon, including the right to file said foreign applications and claim priority under the provisions of any international convention or treaty; also the entire right, title and interest throughout the world in and to any and all patents or reissues or extensions thereof to be obtained in this or any foreign country upon said invention or inventions and any divisional, continuation, continuation-in-part or substitute applications which may be filed upon said invention or inventions in this or any foreign country; and the undersigned hereby authorize and request the issuing authority to issue any and all patents on said application or applications to said Assignee or its successors and assigns.

The undersigned further agree, without any further payment or compensation by said Assignee or its successors and assigns, to communicate to said Assignee, its representatives or agents or its successors and assigns, any facts relating to said invention or inventions including evidence for interference purposes or for other legal proceedings whenever requested; testify in any interference or other legal proceedings, whenever requested; execute and deliver, on request, all lawful papers required to make any of the foregoing provisions effective; and generally do everything possible to aid said Assignee, its successors or assigns and nominees to secure, obtain and enforce proper patent protection for said invention or inventions in this or any foreign country.

IN TESTIMONY WHEREOF, the undersigned has hereunto set the undersigned's hand and seal on the date after the signature.

Wenbin Dang
Wenbin Dang

2/21/02
(Date)

State of Maryland)
County of)

On this the 21 day of FEBRUARY, 2002 before me personally appeared Wenbin Dang, to me personally known, and known to me to be the person who signed the foregoing assignment, and acknowledged the signing of same as his free act and deed.

Carole M. New
Notary Public

My commission expires 09/23/03

Zhong Zhao
Zhong Zhao

2/27/02
(Date)

State of Maryland)
County of Harford)

On this the 27th day of February, 2002 before me personally appeared Zhong Zhao, to me personally known, and known to me to be the person who signed the foregoing assignment, and acknowledged the signing of same as his free act and deed.

Joan A. Colleson
Notary Public

My commission expires 3/1/04

James P. English
James P. English

02/12/02
(Date)

State of Alabama)
County of)

On this the 12th day of February, 2002 before me personally appeared James P. English, to me personally known, and known to me to be the person who signed the foregoing assignment, and acknowledged the signing of same as his free act and deed.

Hayes D. Gamble
Notary Public

My commission expires 4/27/03