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OMB No. 0651-0027 (exp. 5/31/2002)

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

1. Name of conveying party(ies): 10-8-02  
 YANG, Li-Xi

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

3. Nature of conveyance:  
 Assignment                       Merger  
 Security Agreement               Change of Name  
 Other \_\_\_\_\_

Execution Date: 09/19/02

2. Name and address of receiving party(ies)  
 California Pacific Medical Center  
 3801 Sacramento Street  
 San Francisco, CA 94118

and  
 Catholic Healthcare West, doing business as  
 St. Mary's Medical Center of San Francisco  
 1700 Montgomery Street, Suite 300  
 San Francisco, CA 94111

Additional name(s) & address(es) attached?  Yes  No

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

A. Patent Application No.(s)  
10/172,211

Additional numbers attached?  Yes  No

B. Patent No.(s)

RECEIVED  
 PATENT SECTION  
 OCT 16 9 46 AM '02

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: Tom M. Moran  
 Cooley Godward LLP  
 Five Palo Alto Square  
 3000 El Camino Real  
 Palo Alto, CA 94306-2155

6. Total number of applications and patents involved: \_\_\_\_\_

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

8. Deposit account number 03-3117  
 (Attach duplicate copy of this page if paying by deposit account)

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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.*

Tom M. Moran, Reg. No. 26,314                      Tom M. Moran                      10/8/02  
 Name of Person Signing                      Signature                      Date

Total number of pages including cover sheet, attachments, and documents: 3

Express Mail Label No. EV 150771265 US Date of Deposit: October 8, 2002

I hereby certify that this paper or fee is being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 37 CFR 1.10 on the date indicated above and is addressed to Box Patent Application, Commissioner for Patents, Washington, D.C. 20231.

Date: 8 Oct 02  
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By: Vladimir Skliba  
 Vladimir Skliba

PATENT REEL: 013374 FRAME: 0125

**ASSIGNMENT  
(Sole)**

YANG, Li-Xi, residing at 15 Springfield Drive, San Francisco, CA 94132 (referred to as "Assignor") has made an invention(s) (the "Invention(s)") set forth in an application for patent of the United States, entitled **NITROGEN-BASED CAMPTOTHECIN DERIVATIVES**, and which is a:

- (1)  provisional application
  - (a)  to be filed herewith; or
  - (b)  bearing Application No. , and filed on ; or
  
- (2)  non-provisional application
  - (a)  to be filed herewith; or
  - (b)  bearing Application No. 10/172,211, and filed on June 14, 2002.

**WHEREAS**, each of California Pacific Medical Center, a corporation duly organized under and pursuant to the laws of California, and having its principal place of business at 3801 Sacramento Street, San Francisco, CA 94118 ("CPMC") and Catholic Healthcare West, doing business as St. Mary's Medical Center of San Francisco ("CHW"), having an address at 1700 Montgomery Street, Suite 300, San Francisco, CA 94111, is entitled to acquire and desires to acquire a joint and undivided interest in and to the entire right, title, and interest in: the Invention(s); the application for patent identified in paragraph (2); the right to file applications for patent of the United States or other countries on the Invention(s); any application(s) for patent of the United States or other countries claiming priority to these application(s); any provisional or other right to recover damages, including royalties, for prior infringements of these applications; and any patent(s) of the United States or other countries that may be granted therefor or thereon.

**NOW, THEREFORE**, for good and sufficient consideration, the receipt of which is hereby acknowledged, and to the extent that the Assignor has not done so already via a prior agreement with CMPC or CHW, or if the Assignor has already done so via a prior agreement with CMPC or CHW then in confirmation of any obligation to do so in said prior agreement, the Assignor has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over, jointly unto each of CPMC and CHW, their successors, legal representatives, and assigns, the Assignor's entire right, title, and interest in:

- (a) the Invention(s);
- (b) the application for patent identified in paragraph (2);
- (c) the right to file applications for patent of the United States or other countries on the Invention(s), including all rights under the Hague Convention, the Paris Convention for the Protection of Industrial Property, and under the Patent Cooperation Treaty;
- (d) any application(s) for patent of the United States or other countries claiming the Invention(s);

- (e) any application(s) for patent of the United States or other countries claiming priority to the application for patent identified in paragraph (1) or (2) or any application(s) for patent claiming the Invention(s), including any division(s), continuation(s), and continuation(s)-in-part;
- (f) any provisional or other right to recover damages, including royalties, for prior infringements of any application for patent identified in the preceding paragraphs (b)-(e); and
- (g) any patent(s) of the United States or other countries that may be granted for or on any application for patent identified in the preceding paragraphs (b) – (e), including any reissue(s) and extension(s) of said patent(s).

The above-granted rights, titles, and interests are to be held and enjoyed by CPMC and CHW jointly and undividedly, for their own use and behalf and the use and behalf of their successors, legal representatives, and assigns, as fully and entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made.

The Assignor hereby represents to CPMC and CHW, their successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, or if applicable, at such time said prior agreement was executed, the Assignor is the sole and lawful owner of the entire right, title, and interest in and to the Invention(s), that the Invention(s) are unencumbered, except, if applicable, by obligation to assign in accordance with said prior agreement, and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner set forth herein.

The Assignor hereby covenants and agrees to and with CPMC and CHW, their successors, legal representatives, and assigns, that the Assignor will sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done in connection with any and all proceedings for the procurement, maintenance, enforcement and defense of the Invention(s), said applications, and said patents, including interference proceedings, without charge to CMPC or CHW, their successors, legal representatives, and assigns, but at the cost and expense of CMPC or CHW, their successors, legal representatives, and assigns.

The Assignor hereby requests the Commissioner of Patents to issue said patents of the United States to CPMC and CHW as joint and undivided owners for the sole use and behalf of CPMC and CHW, their successors, legal representatives, and assigns.

Date: 9/19/02

By:   
YANG, Li-Xi