

Form PTO-1595

RECORDATION FORM COVER SHEET
PATENTS ONLY

U.S. DEPARTMENT OF COMMERCE

(Rev. 6/93)

Patent And Trademark Office

OMB No. 0651-0011 (exp. 4/94)

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

1. Name of conveying party(ies):

SmithKline Beecham Corporation
d/b/a GlaxoSmithKline

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

Name: Affinium 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 _____

Execution Date: December 18, 20023. Street Address: 100 University Avenue, 10th Floor,
South TowerCity: Toronto Province: OntarioCountry: CANADA Zip: M5J 1V6Additional 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) 10/304,617

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 GroupInternal Address: Foley Hoag LLPStreet Address: 155 Seaport BoulevardCity: Boston State: MA ZIP: 02210

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

8. Total Fee (37 CFR 3.14) \$ 40.00☐ Enclosed☒ Authorized to be charged to our deposit account

9. Deposit account number:

06-1448, Ref.

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

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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

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

IRREVOCABLE BILL OF SALE

Schedule 7
ASSIGNMENT OF PATENT RIGHTS

SMITHKLINE BEECHAM CORPORATION, doing business as **GLAXOSMITHKLINE**, a Pennsylvania corporation ("*Assignor*"), hereby assigns certain patent rights to **AFFINIUM PHARMACEUTICALS, INC.**, a Canadian corporation ("*Assignee*").

WHEREAS, Assignor is the sole owner of the United States and foreign patents and patent applications set forth on Exhibit A hereto (the "*Patents*"); and

WHEREAS, Assignor has agreed with Assignee for the transfer to it of Assignor's whole right, title and interest in and to such Patents and inventions described and/or claimed therein.

NOW THIS ASSIGNMENT WITNESSETH that, for the consideration provided for in, and pursuant to that certain Asset Sale and Purchase and Licensing Agreement by and between the Assignor and the Assignee dated December 18th, 2002 (the "*Agreement*"), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor, as beneficial owner, hereby assigns and transfers to Assignee Assignor's whole right, title and interest throughout the world in and to the Patents, said invention or inventions and any and all other patents and patent applications in the United States of America or any foreign country which may be filed or granted therefor and thereon (including, without limitation, all divisional, continuation, continuation-in-part or substitute patent applications which may be filed upon said invention or inventions or which claim priority to any of the Patents, and any patents in the United States of America or any foreign country granted therefor and thereon), and in and to any and all reissues or extensions of the Patents or of such other patents, and in and to any application filed in any foreign country based thereon (including, without limitation, the right to file said foreign applications and claim priority under the provisions of any international convention or treaty), and the full exclusive benefits thereof, and all rights, privileges and advantages appertaining thereto, including any and all rights to damages, profits or recoveries of any nature for past infringement of any of the foregoing patents and patent applications, and the payment of any and all maintenance fees, taxes, and the like, to hold the same unto and to the use of Assignee, its successors and assigns absolutely during the residue of the respective terms for which the Patents and such other patents were granted and during any such terms. Assignor hereby authorizes and requests the appropriate governmental authority of the United States of America or any foreign country to issue all patents resulting from any of the foregoing patent applications or patents to the Assignee, as the assignee of the entire interest therein. Assignor hereby covenants that Assignor has not executed and will not execute any agreements inconsistent with this Assignment.

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IRREVOCABLE BILL OF SALE

Promptly upon Assignee's written request, Assignor hereby agrees to execute such additional form(s) of assignment for the foregoing patents and patent applications as may be required by the appropriate governmental authority of the United States of America or any foreign country for recordation of this Assignment. Without limitation, Assignor grants to Assignee the power to insert on this Assignment any further identification that may be necessary or desirable in order to record this Assignment.

Executed at Kings Prussia, PA this 18th day of December, 2002.

SMITHKLINE BEECHAM
CORPORATION, doing business as
GLAXOSMITHKLINE

By: [Signature]

Name: OSAGIE O. IMASOGIE

Title: VPA DIRECTOR

State of Pennsylvania)
County of Montgomery) ss

On this 18th day of December 2002, before me a Notary Public in and to the County and State aforesaid, appeared Osagie O. Imasogie to me personally known to be the person whose name is subscribed in the foregoing instrument and acknowledged that he executed said instrument as his free and voluntary act for the uses and purposes therein expressed.

[Signature]
Notary Public

Notarial Seal
David R. Tidman, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires June 11, 2005
Member, Pennsylvania Association of Notaries

IPT-065.02

EXHIBIT A
ASSIGNMENT OF PATENT RIGHTS

U.S. Application Serial No.

Filing Date

10/304,617

November 26, 2002