

01-23-2003



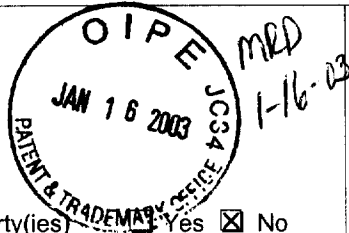
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1-23-03

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

1. Name of conveying party(ies):
Stephen J. Hoffman
Gajanan S. Joshi



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

Name: Allos Therapeutics, Inc.

Internal Address: _____

Additional names(s) of conveying party(ies) Yes No

3. Nature of conveyance:

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

Street Address: 11080 Circle Point Road, Suite 200

City: Westminster State: CO ZIP: 20020

Execution Date: 12/11/2002, 1/9/2003

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

4. Application number(s) or registration numbers(s):

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

A. Patent Application No.(s)

B. Patent No.(s)

6,486,342

11/26/2002

Additional numbers attached? Yes No

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

Name: Michael E. Whitham

Internal Address: Whitham, Curtis & Christofferson, P.C

Street Address: 11491 Sunset Hills Road

Suite 340

City: Reston State: VA ZIP: 20190

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41):.....\$ 40.00

Enclosed - Any excess or insufficiency should be credited or debited to deposit account

Authorized to be charged to deposit account

8. Deposit account number:

50-2041 (Deficiencies)

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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.

Michael E. Whitham

1/16/2003

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: 2

ASSIGNMENT OF INVENTION

WHEREAS We, **Stephen J. Hoffman**, of Carlisle, Massachusetts, and Gajanan S. Joshi, of Glen Allen, Virginia, have invented certain new and useful improvements in an invention entitled: SUBSTITUTED CHIRAL ALLOSTERIC HEMOGLOBIN MODIFIERS, for which United States Patent Application serial number 09/643,874 has been filed on August 23, 2000; and

WHEREAS, **Allos Therapeutics, Inc**, a corporation of Denver, Colorado, hereinafter referred to as ASSIGNEE, is desirous of acquiring certain rights thereunder; and

NOW, THEREFORE, for one dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, I agree to and do hereby sell, assign and transfer unto said ASSIGNEE the entire right, title and interest in and throughout the United States of America (including its possessions and dependencies) and all countries foreign thereto, in and to said invention (whether patentable or not), of any country, which have been or may be granted on said invention or any part thereof, or any divisional, substitute, continuation-in-whole or in part, renewal, reissue or other patent applications based thereon, and based upon said invention, together with the right of said ASSIGNEE to apply for such patent in its own name in all countries of the world where such is permissible by law, and the right to claim the benefit of priority right provided by the International Convention of 1883, as amended to date, and any such priority right:

TO BE HELD AND ENJOYED BY said ASSIGNEE, its successors and assigns, to the full ends of the respective terms for which said patents or any of them have been or may be granted as fully and entirely as the same would have been held and enjoyed by me had no sale and assignment of said interest been made;

AND I do hereby authorize and request the Commissioner of Patents to issue any and all United States Patents which may be granted upon said invention or any part thereof, to said ASSIGNEE;

AND I hereby agree for myself, and for my heirs, executors and administrators, to execute without further consideration any further lawful documents and any further assurances, and any divisional, continuation-in-whole or in part, substitute, renewal, reissue, or other applications for patents for any country that might be deemed necessary by said assignee fully to secure to said assignee its interest as aforesaid in and to said invention or any part thereof, and in and to said several patent of any of them;

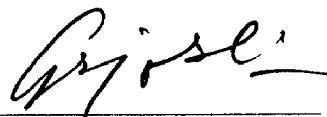
AND I do hereby covenant for myself and my legal representatives and agree with said ASSIGNEE, its successors and assigns that I have granted no right or license to make, use or sell said invention to anyone except said ASSIGNEE, that prior to the execution of this deed my right, title and interest in said invention has not been otherwise encumbered, and that I have not executed and will not execute any instrument in conflict herewith.

Executed this 11 day of December, 2002.



Stephen J. Hoffman

Executed this 9th day of January, 2003



Gajanan S. Joshi