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PTO/SB/15 (8-96)

Approved for use through 9/30/98. OMB 0651-0027

Patent and Trademark Office: U.S. DEPARTMENT OF COMMERCE

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ASSIGNMENT OF APPLICATION

Docket Number 39750-0008A

Whereas, the undersigned:

BARR, Kenneth
4016 18th Street
San Francisco, CA 94114

FAHR, Bruce
52 Rock Harbor Lane
Foster City, CA 94404

HANSEN, Stig
5606 Ludwig Avenue
El Cerrito, CA 94530

Wiesmann, Christian
512 Swallowtail Court
Brisbane, CA 94005

hereinafter termed "Inventors", have invented certain new and useful improvements in

COMPOUNDS THAT MODULATE THE ACTIVITY OF PTP-1b and TC-PTP

- ☒ for which an application for United States Patent was filed on February 25, 2003, Application No. 10/374,539
☐ for which an application for a United States Patent was executed on _____, and

WHEREAS, SUNESIS PHARMACEUTICALS, INC., a corporation having a place of business at 341 Oyster Point Boulevard, South San Francisco, CA 94080, (hereinafter termed "Assignee"), is desirous of acquiring the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered jointly or severally by said Inventors (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventors to have been received in full from said Assignee:

1. Said Inventors do hereby sell, assign, transfer and convey unto said Assignee the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply for foreign patents on said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a divisional, substitution, continuation, or continuation-in-part of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.

2. Said Inventors hereby jointly and severally covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Inventors shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventors in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventors, their respective heirs, legal representatives and assigns.

4. Said Inventors hereby jointly and severally warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, said Inventors have executed and delivered this instrument to said Assignee as of the dates written below:

Date: 6/4/03Kenneth Barr
Kenneth BARRDate: 6-4-2003Bruce Fahr
Bruce FAHRDate: 6-4-2003Stig Hansen
Stig HANSEN

Date: _____

Christian WIESMANN

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San Francisco, CA 94114

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1492 Lakeshore Circle
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HANSEN, Stig
5606 Ludwig Avenue
El Cerrito, CA 94530

Wiesmann, Christian
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IN WITNESS WHEREOF, said Inventors have executed and delivered this instrument to said Assignee as of the dates written below:

Date: _____

Kenneth BARR

Date: _____

Bruce FAHR

Date: _____

Stig HANSEN

Date: 5/21/2003

Christian WIESMANN