

RECORD 1

P.

06-30-2003



To the Director of the U.S. Patent and Trademark

Documents or copy thereof.

1. Name of conveying party(ies)

SBR Pharmaceuticals Corp. f/k/a Shionogi BioResearch Corp.

102485748

2. Name and address of receiving party(ies)

Name: Synta Pharmaceuticals Corp.

Internal Address:

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

3. Nature of conveyance:

☐ Assignment

☐ Merger

☐ Security Agreement

☐ Change of Name

☒ Other **Corrective Assignment;
Reel 013616 / Frames 0814-0818**

Street Address: 45 Hartwell Avenue

City: Lexington State: MA ZIP: 02421

Execution Date: 11/7/02

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)

B. Patent No.(s)

10/193,076

Additional numbers attached? ☐ Yes ☒ No

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

Name: David E. Brook, Esq.

Internal Address:

Hamilton, Brook, Smith & Reynolds, P.C.

Street Address: 530 Virginia Road, P.O. Box 9133

City: Concord State: MA ZIP: 01742-9133

6. Total number of applications and patents involved: [1]

7. Total Fee (37 C.F.R. 3.41)..... \$ 40

☒ Enclosed

☒ Authorized to charge any deficiencies or credit any overpayment to deposit account

☐ Authorized to be charged to deposit account

8. Deposit account number:

08-0380

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

DO NOT USE THIS SPACE

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.

Steven G. Davis

Name of Person Signing

Signature

Signature

June 19 2003

Date

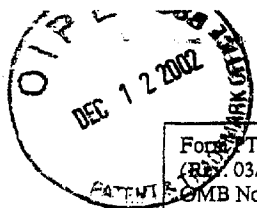
Total number of pages including cover sheet, attachments, and document: [12]

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**PATENT
REEL: 014244 FRAME: 0149**



01-07-2003

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Form TO-1595
(Rev. 03/01)
PATENT COMB No. 0651-0027 (exp. 5/31/2002)

102329131

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office
Docket No. _____

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

1. Name of conveying party(ies):

SBR Pharmaceuticals Corp. f/k/a Shionogi BioResearch Corp.

12-12-02

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

3. Nature of conveyance:

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

Execution Date: _____

2. Name and address of receiving party(ies)

Name: Synta Pharmaceuticals Corp.

Internal Address: _____

Street Address: 45 Hartwell AvenueCity: Lexington State: MA Zip: 02421Country: USA Postal Code: _____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 filing date of the application is: _____

A. Patent Application No.(s)

5,969,133; 6,137,003; 6,255,323; 6,384,032

B. Patent No.(s)

09/316,190; 10/056,699; ; 60/304,252; 60/361,946;
10/193,075; 60/361,936; 10/193,639; 60/304,318;
10/193,076; 60/322,020; 60/322,105; 60/322,022;
10/006,624; 10/000,742; 10/912,347Additional numbers attached? ☐ Yes ☒ No

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

Attorney Name: Michael BarronFirm Name: Nixon Peabody LLP

Internal Address: _____

Street Address: 101 Federal StreetCity: Boston State: MA Zip: 02110-18326. Total number of applications and patents involved: 197. Total fee (37 CFR 3.41).....\$ 760.00☒ Enclosed☐ Authorized to be charged to deposit account

8. Deposit account number:

19-2380

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

DO NOT USE THIS SPACE

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 K. Barron, Esq.

Name of Person Signing

Signature

December 11, 2002

Date

Total number of pages including cover sheet, attachments, and documents: 6I hereby certify that this correspondence is being deposited with the United States Postal Service with sufficient postage as first class mail in an envelope addressed to Commissioner for Patents, Washington, DC 20231, on December 11, 2002

Name:

01/06/2003 L MUELLER 00000204 5969133

01 FC:8021

760.00 OP

NVA248815.1

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231PATENT
REEL: 014244 FRAME: 0150

PATENT ASSIGNMENT

This PATENT ASSIGNMENT is made as of November ____, 2002 by SBR Pharmaceuticals Corp., f/k/a Shionogi BioResearch Corp., a Delaware corporation with its principal place of business at 45 Hartwell Avenue, Lexington, MA 02421 ("Assignor").

RECITALS

WHEREAS, Assignor is the beneficial owner of all rights, title and interests in certain United States patents and applications identified on Schedule A attached hereto (the "Patents");

WHEREAS Assignor has agreed to transfer certain of its assets and the intellectual property rights thereto, including, without limitation, the Patents, to Synta Pharmaceuticals Corp., a Delaware corporation, with its principal place of business at 45 Hartwell Avenue, Lexington, MA 02421 ("Assignee"); and

WHEREAS, Assignee desires to acquire all rights, title and interests in, to and under said Patents.

NOW, THEREFORE, for One Dollar (\$1.00) and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Assignor:

1. Assignor hereby conveys, assigns, transfers and delivers absolutely to Assignee, its successors and assigns free from encumbrances, (i) all rights, title and interests throughout the world in, to and under the Patents, and the underlying inventions described therein and any United States or foreign reissues, divisions, renewals, extensions, provisionals, continuations and continuations-in-part thereof, and substitutes therefor, and all rights of priority under International Conventions, and all letters patent of the United States which have been or may be granted thereon and all foreign counterparts thereof, together with all rights and powers arising or accrued therefrom including, without limitation, the right to sue and recover damages and other remedies for future or past infringements of the Patents and to fully and entirely stand in the place of Assignor in all matters related thereto, and (ii) the right to apply for, prosecute and obtain patents or similar protection throughout the world in respect of the inventions claimed in the Patents including the right to claim priority therefrom to the intent that the grant of any patents or similar protection shall be in the name of and vest in the Assignee.


2. Assignor agrees to communicate to Assignee, its successors, legal representative and assigns, any facts known respecting the Patents and provide testimony in any legal proceedings, and to execute such additional documents as may be necessary to perfect Assignee's title in and to the Patents and all foreign counterparts thereof. In addition, Assignor hereby conveys, assigns, transfers and delivers to Assignee, its successors and assigns, all of its right, title and interest throughout the world in and to all lab notes, prototypes, product definition, market analysis, marketing studies, draft patent applications, any and all correspondence with the United States Patent and Trademark Office or any foreign patent office, trade secrets, nondisclosure agreements, invention agreements, noncompete agreements and any other document recording the secret knowledge of Assignor relating to the Patents.

3. Assignor hereby requests the Commissioner of Patents and Trademarks (the "Commissioner") to record this Patent Assignment to Assignee. Assignor hereby further requests the Commissioner to issue any and all letters patent of the United States or derived from the Patents to Assignee as assignee of the entire interest. Assignor hereby covenants that the Commissioner has full right to convey the entire interest herein assigned, and that Assignor has not executed, and will not execute, any agreements inconsistent herewith.

This Agreement shall be governed by, and construed and enforced in accordance with, the substantive laws of the Commonwealth of Massachusetts, without regard to its principles of conflicts of laws. This Agreement may not be supplemented, altered or modified in any manner except by a writing signed by both parties hereto. The failure of either party to enforce any terms or provisions of this Assignment will not waive any rights under such terms and provisions. This Agreement may be executed by facsimile signature and in counterparts, each of which will be an original and all of which when taken together will constitute one and the same Instrument.

IN WITNESS WHEREOF, the undersigned has caused this Patent Assignment to be executed as of the day and year first written above.


SBR PHARMACEUTICALS CORP.

By: 
Name: Dr. Mitsunori Ono
Title: President

THE COMMONWEALTH OF MASSACHUSETTS

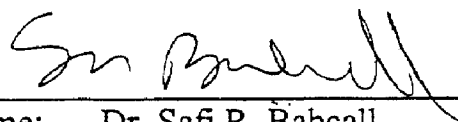
County of Middlesex

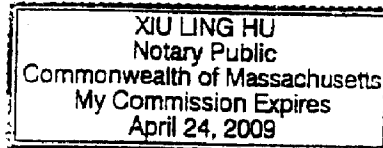
On this the 7th day of November, 2002 before me personally appeared Dr. Mitsunori Ono and Dr. Safi R. Bahcall to me personally known, and known to me to be the person who signed the foregoing assignment, and acknowledged the signing of same as his free act and deed.


Notary Public
My commission expires 04/24/2009

Acknowledged and accepted:

SYNTA PHARMACEUTICALS CORP.

By: 
Name: Dr. Safi R. Bahcall
Title: CEO



01/22/03 WED 15:24 FAX 6173451300

P&B 7

008

SCHEDULE A
TO
PATENT ASSIGNMENT

<u>Title</u>	<u>US Application Number/Filing Date</u>	<u>Issued Patent Number/Issue Date</u>
Bioreductive Cytotoxic Agents	US 09/083,652 Filed May 22, 1998	US 5,969,133 Issued October 19, 1999
Qualone Derivatives	US 09/316,190 Filed May 21, 1999	US 6,433,199 Issued August 13, 2002
Bis(Haloethyl)aminobenzene Derivatives	09/181,436 Filed October 28, 1998	US 6,137,003 Issued October 24, 2000
Cyanoguanidine Compounds	09/545,430 Filed April 7, 2000	US 6,255,323 Issued July 3, 2001
Inhibitor of IL-12 Production	US 09/594,362 Filed June 15, 2000	US 6,384,032 Issued May 7, 2002
Epoxyvirbactin B	US 10/056,699 Filed January 25, 2002	US 6,462,078 Issued October 8, 2002
Taxol Enhancer Compounds	US 60/304,252 Filed July 10, 2001	N/A
Taxol Enhancer Compounds	US 60/361,946 Filed March 6, 2002	N/A
Pyrimidine Compounds Taxol Enhancer Compounds	US 10/193,075 Filed July 10, 2002	N/A

BG40757A

M.O. *[Signature]*

Title	US Application Number/Date (IP Counsel Reference No.)	International Application Number/Date	Issued Patent Number/Date Publication Number/Date and Other Status
Taxol Enhancer Compounds	US 60/361,936 Filed March 6, 2002	N/A	
Taxol Enhancer Compounds (continued)	US 10/193,639 Filed July 10, 2002	N/A	
Synthesis of Taxol Enhancer <i>M.O.</i>	US 60/304,318 Filed on July 10, 2001	N/A	
Pyrimidine Compound Synthesis of Taxol Enhancers <i>Glyoxyamide</i>	US 10/193,076 Filed July 10, 2002	N/A	
1-Glyoxyamide Indolizines for Treating Cancer	US 60/322,020 Filed Sep. 13, 2001	N/A	
2-Aroylimidazole Compounds for Treating Cancer	US 60/322,105 Filed Sep. 13, 2001	N/A	
Glyoxyamide Indolizines 3-Glyoxyamide Indolizines for Treating Cancer	US 60/322,022 Filed Sep. 13, 2001	N/A	
Triazine Compounds <i>M.O.</i>	US 10/006,624 Filed Nov. 30, 2001	N/A	
Pyrimidine Compounds	US 10/000,742 Filed Nov. 30, 2001	N/A	
Pyrimidine Compounds CIP	US 10/192,347 Filed 7/10/02	N/A	

B640757.4

PATENT

REEL: 014244 FRAME: 0154

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2. Assignor agrees to communicate to Assignee, its successors, legal representative and assigns, any facts known respecting the Patents and provide testimony in any legal proceedings, and to execute such additional documents as may be necessary to perfect Assignee's title in and to the Patents and all foreign counterparts thereof. In addition, Assignor hereby conveys, assigns, transfers and delivers to Assignee, its successors and assigns, all of its right, title and interest throughout the world in and to all lab notes, prototypes, product definition, market analysis, marketing studies, draft patent applications, any and all correspondence with the United States Patent and Trademark Office or any foreign patent office, trade secrets, nondisclosure agreements, invention agreements, noncompete agreements and any other document recording the secret knowledge of Assignor relating to the Patents.

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By: 
Name: Dr. Mitsunori Ono
Title: President

THE COMMONWEALTH OF MASSACHUSETTS

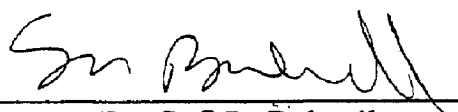
County of Middlesex

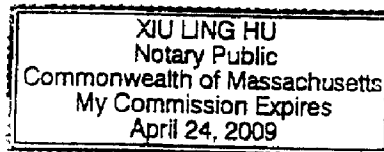
On this the 7th day of November, 2002 before me personally appeared Dr. Mitsunori Ono and Dr. Safi R. Bahcall to me personally known, and known to me to be the person who signed the foregoing assignment, and acknowledged the signing of same as his free act and deed.


Notary Public
My commission expires 04/24/2009

Acknowledged and accepted:

SYNTA PHARMACEUTICALS CORP.

By: 
Name: Dr. Safi R. Bahcall
Title: CEO



01/22/03 WED 15:24 FAX 6173401300

P&B 7

008

**SCHEDULE A
TO
PATENT ASSIGNMENT**

<u>Title</u>	<u>US Application Number/Filing Date</u>	<u>Issued Patent Number/Issue Date</u>
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Cyanoguanidine Compounds	09/545,430 Filed April 7, 2000	US 6,255,323 Issued July 3, 2001
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Taxol Enhancer Compounds	US 60/304,252 Filed July 10, 2001	N/A
Taxol Enhancer Compounds	US 60/361,946 Filed March 6, 2002	N/A
Pyrimidine Compounds	US 10/193,075 Filed July 10, 2002	N/A

B640757.4

<u>Title</u>	<u>US Application Number/Date (IP Counsel Reference No.)</u>	<u>International Application Number/Date</u>	<u>Issued Patent Number/Date, Publication Number/Date and Other Status</u>
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<u>Pyrimidine Compounds CIP</u>	US 10/192,347 Filed 7/10/02	N/A	