

07-22-2004

FORM PTO-1595
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)



T

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

102797315

Tab settings → → → ▼ ▼ ▼ ▼ ▼ ▼ ▼

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

1. Name of conveying party(ies):

Rajashree Joshi-Hangal
Xichen Zhang
Stephanie Gong
Sanjeev Redkar
Ashok Y. Gore

7/13/04

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

Name: SuperGen, Inc.

Internal Address: _____

Street Address: 4140 Dublin Blvd.Suite 200City: Dublin State: CA Zip: 94568Additional name(s) & address(es) attached? ☐ Yes ☒ NoAdditional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

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

Execution Date: July 23, 25 and 26, 2002

4. Application number(s) or patent number(s):

10890621

If this document is being filed together with a new application, the execution date of the application is: Jul. 23, 25, 26-2002A. Patent Application No.(s): Unassigned

B. Patent No.(s): _____

Additional numbers attached? ☐ Yes ☒ No

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

Name: Shirley ChenInternal Address: Wilson Sonsini Goodrich & RosatiStreet Address: 650 Page Mill RoadCity: Palo Alto State: CA Zip: 94304-10506. Total number of applications and patents involved: 17. Total fee (37 CFR 3.41).....\$ 40.00☐ Enclosed☒ Authorized to be charged to deposit account8. Deposit account number: 23-2415**DO NOT USE THIS SPACE**

8. Signature.

Shirley Chen, Reg. No. 44,608

Name of Person Signing

Signature

July 13, 2004

Date

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

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

07/21/2004 LMUELLER 00000136 232415 10890621

01 FC:0021

40.00 DA

Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number

ASSIGNMENT OF APPLICATION

Docket Number 12636-257

Whereas, the undersigned:

- | | | | |
|--|---------------------------------------|--------------------------------------|--------------------------------------|
| 1. Joshi-Hangal, Rajashree
Union City, CA | 2. Zhang, Xichen
Thousand Oaks, CA | 3. Gong, Stephanie
Pleasanton, CA | 4. Redkar, Sanjeev
Union City, CA |
| | | | 5. Gore, Ashok Y.
San Ramon, CA |

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

LIQUID FORMULATION OF DECITABINE AND USE OF THE SAME

- ☒ for which an application for United States Patent was filed on 6/5/2002, Application No. 10/164,276
☐ for which an application for a United States Patent was executed on , and

WHEREAS, SuperGen, Inc., a corporation, having a place of business at 4140 Dublin Blvd., Suite 200, Dublin, CA 94568, (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 therefore 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: 07/23/02Rajashree
Rajashree Joshi-HangalDate: 07/26/02Xichen Zhang
Xichen ZhangDate: 23 July 02Stephanie Gong
Stephanie GongDate: 07/23/2002Sanjeev Redkar
Sanjeev RedkarDate: 07/25/2002Ashok Y. Gore
Ashok Y. Gore