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Patent and Trademark Office

4/31/04

REGISTRATION FOR
PATENT



102830759

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

See 1 in Addendum

Execution Date(s) See 2 in Addendum

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

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other _____

2. Name and address of receiving party(ies)

Name: Cytovia, Inc.

Internal Address: _____

Street Address: 6650 Nancy Ridge Drive

City: San Diego

State: California

Country: USA Zip: 92121

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

4. Application or patent number(s):

This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

10/826,909

Additional numbers attached? Yes No

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

Name: Sterne, Kessler, Goldstein & Fox P.L.L.C.

Internal Address: c/o Aaron L. Schwartz, Patent Agent

Atty. Dkt. 1735.0840002/RWE/ALS

Street Address: 1100 New York Avenue, N.W.

City: Washington

State: D.C. Zip: 20005-3934

Phone Number: _____

Fax Number: _____

Email Address: _____

6. Total number of applications and patents involved:

1

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers 1005
Expiration Date 08/2005

b. Deposit Account Number 19-0036

Authorized User Name _____

9. Signature:

Signature

August 31, 2004

Date

Aaron L. Schwartz, Registration No. 48,181

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 6

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

09/01/2004 EFLQRES 00000063 10826909

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PATENT
REEL: 015751 FRAME: 0544

Addendum

1. (a) Shailaja Kasibhatla (f) Serguei Maliartchouk
(b) Sui Xiong Cai (g) Songchun Jiang
(c) Ben Tseng (h) Nilantha Sudath Sirisoma
(d) Katayoun Alavi Jessen (i) Han-Zhong Zhang
(e) Nicole Marion English (j) Jared Kuemmerle
2. (a) 07/06/2004; (b) 07/06/2004; (c) 07/06/2004; (d) 07/06/2004; (e)
07/06/2004; (f) 08/25/2004; (g) 07/06/2004; (h) 07/06/2004; (i) 07/06/2004;
(j) 08/23/2004

ASSIGNMENT

In consideration of the sum of One Dollar (\$1.00) or equivalent and other good and valuable consideration paid to each of the undersigned inventors: **Shailaja Kasibhatla, Sui Xiong Cai, Ben Tseng, Katayoun Alavi Jessen, Nicole Marion English, Serguei Maliartchouk, Songchun Jiang, Nilantha Sudath Sirisoma, Han-Zhong Zhang and Jared Kuemmerle**, the undersigned inventors hereby sell and assign to **Cytovla, Inc.**, a corporation formed under the laws of Delaware (the Assignee) his/her entire right, title and interest, including the right to sue for past infringement and to collect for all past, present and future damages, for the United States of America (as defined in 35 U.S.C. § 100) and throughout the world,

(a) in the invention(s) known as **Methods of Treating Diseases Responsive to Induction of Apoptosis and Screening Assays** for which application(s) for patent in the United States of America has (have) been executed by the undersigned on (1) 7/6/04 (2) 7/6/04

(3) 7/6/04 (4) 7/6/04 (5) 7/6/04 (6) _____
(7) 7/6/04 (8) 7/6/04 (9) 7/6/04 (10) _____

(also known as United States Application No. 10/826,909, filed April 19, 2004), in any and all applications thereon, in any and all Letters Patent(s) therefor, and

} RUC Reg
No 32,893

(b) in any and all applications that claim the benefit of the patent application listed above in part (a), including non-provisional applications, continuing (continuation, divisional, or continuation-in-part) applications, reissues, extensions, renewals and reexaminations of the patent application or Letters Patent therefor listed above in part (a), to the full extent of the term or terms for which Letters Patents issue, and

(c) in any and all inventions described in the patent application listed above in part (a), and in any and all forms of intellectual and industrial property protection derivable from such patent application, and that are derivable from any and all continuing applications, reissues, extensions, renewals and reexaminations of such patent application, including, without limitation, patents, applications, utility models, inventor's certificates, and designs together with the right to file applications therefor; and including the right to claim the same priority rights from any previously filed applications under the International Agreement for the Protection of Industrial Property, or any other international agreement, or the domestic laws of the country in which any such application is filed, as may be applicable;

all such rights, title and interest to be held and enjoyed by the above-named Assignee, its successors, legal representatives and assigns to the same extent as all such rights, title and interest would have been held and enjoyed by the Assignor had this assignment and sale not been made.

The undersigned inventors agree to execute all papers necessary in connection with the application(s) and any non-provisional, continuing (continuation, divisional, or continuation-in-part), reissue, reexamination or corresponding application(s) thereof and also to execute separate assignments in connection with such application(s) as the Assignee may deem necessary or expedient.

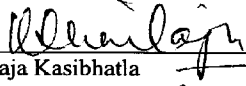
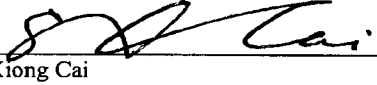
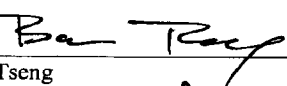
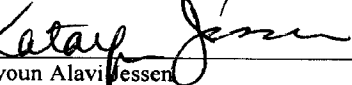
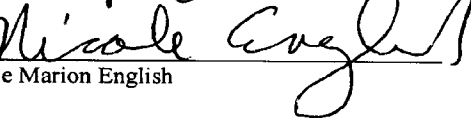
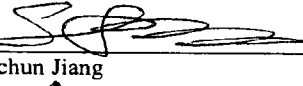
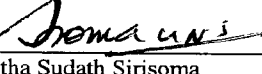
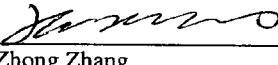
The undersigned inventors agree to execute all papers necessary in connection with any interference or patent enforcement action (judicial or otherwise) related to the application(s) or any non-provisional, continuing (continuation, divisional, or continuation-in-part), reissue or reexamination application(s) thereof and to cooperate with the Assignee in every way possible in obtaining evidence and going forward with such interference or patent enforcement action.

The undersigned inventors hereby represent that he/she has full right to convey the entire interest herein assigned, and that he/she has not executed, and will not execute, any agreement in conflict therewith.

The undersigned inventors hereby grant Robert Greene Sterne, Esq., Registration No. 28,912; Edward J. Kessler, Esq., Registration No. 25,688; Jorge A. Goldstein, Esq., Registration No. 29,021; David K.S. Cornwell, Esq., Registration No. 31,944; Robert W. Esmond, Esq., Registration No. 32,893; Tracy-Gene G. Durkin, Esq., Registration No. 32,831; Michele A. Cimbala, Esq., Registration No. 33,851; Michael B. Ray, Esq., Registration No. 33,997; Robert E. Sokohl, Esq., Registration No. 36,013; Eric K. Steffe, Esq., Registration No. 36,688; Michael Q. Lee, Esq., Registration No. 35,239; Steven R. Ludwig, Esq., Registration No. 36,203; John M. Covert, Esq., Registration No. 38,759; Linda E. Alcorn, Esq., Registration No. 39,588; Lawrence B. Bugaisky, Esq., Registration No. 35,086; Donald J. Featherstone, Esq., Registration No. 33,876; Robert C. Millonig, Esq., Registration No. 34,395; Michael V. Messinger, Esq., Registration No. 37,575; Judith U. Kim, Esq., Registration No. 40,679; Timothy J. Shea, Jr., Esq., Registration No. 41,306; Patrick E. Garrett, Esq., Registration No. 39,987.; all of STERNE, KESSLER, GOLDSTEIN & FOX P.L.L.C., 1100 New York Avenue, N.W., Washington, D.C. 20005-3934, power to insert in this assignment any further identification that may be necessary or

desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

IN WITNESS WHEREOF, executed by the undersigned inventors on the date opposite his/her name.

Date: ✓ <u>7/6/04</u>	Signature of Inventor: ✓ <u></u> Shailaja Kasibhatla
Date: ✓ <u>7/6/04</u>	Signature of Inventor: ✓ <u></u> Sui Xiong Cai
Date: ✓ <u>7/6/04</u>	Signature of Inventor: ✓ <u></u> Ben Tseng
Date: ✓ <u>7/6/04</u>	Signature of Inventor: ✓ <u></u> Katayoun Alavifessen
Date: ✓ <u>7/6/04</u>	Signature of Inventor: ✓ <u></u> Nicole Marion English
Date: ✓ _____	Signature of Inventor: ✓ _____ Serguei Maliartchouk
Date: ✓ <u>7/6/04</u>	Signature of Inventor: ✓ <u></u> Songchun Jiang
Date: ✓ <u>7/6/04</u>	Signature of Inventor: ✓ <u></u> Nilantha Sudath Sirisoma
Date: ✓ <u>7/6/04</u>	Signature of Inventor: ✓ <u></u> Han-Zhong Zhang
Date: ✓ _____	Signature of Inventor: ✓ _____ Jared Kuemmerle

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ASSIGNMENT

In consideration of the sum of One Dollar (\$1.00) or equivalent and other good and valuable consideration paid to each of the undersigned inventors: **Shailaja Kasibhatla, Sui Xiong Cai, Ben Tseng, Katayoun Alavi Jessen, Nicole Marion English, Serguei Maliartchouk, Songchun Jiang, Nilantha Sudath Sirisoma, Han-Zhong Zhang and Jared Kuemmerle**, the undersigned inventors hereby sell and assign to **Cytovia, Inc.**, a corporation formed under the laws of Delaware (the Assignee) his/her entire right, title and interest, including the right to sue for past infringement and to collect for all past, present and future damages, for the United States of America (as defined in 35 U.S.C. § 100) and throughout the world,

(a) in the invention(s) known as **Methods of Treating Diseases Responsive to Induction of Apoptosis and Screening Assays** for which application(s) for patent in the United States of America has (have) been executed by the undersigned on (1) _____ (2) _____

(3) _____ (4) _____ (5) _____ (6) 8/25/04
(7) _____ (8) _____ (9) _____ (10) 6/23/04

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32,893

(also known as United States Application No. 10/826,909, filed April 19, 2004), in any and all applications thereon, in any and all Letters Patent(s) therefor, and

(b) in any and all applications that claim the benefit of the patent application listed above in part (a), including non-provisional applications, continuing (continuation, divisional, or continuation-in-part) applications, reissues, extensions, renewals and reexaminations of the patent application or Letters Patent therefor listed above in part (a), to the full extent of the term or terms for which Letters Patents issue, and

(c) in any and all inventions described in the patent application listed above in part (a), and in any and all forms of intellectual and industrial property protection derivable from such patent application, and that are derivable from any and all continuing applications, reissues, extensions, renewals and reexaminations of such patent application, including, without limitation, patents, applications, utility models, inventor's certificates, and designs together with the right to file applications therefor; and including the right to claim the same priority rights from any previously filed applications under the International Agreement for the Protection of Industrial Property, or any other international agreement, or the domestic laws of the country in which any such application is filed, as may be applicable;

all such rights, title and interest to be held and enjoyed by the above-named Assignee, its successors, legal representatives and assigns to the same extent as all such rights, title and interest would have been held and enjoyed by the Assignor had this assignment and sale not been made.

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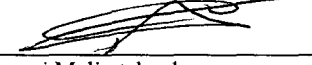
Date: _____ Signature of Inventor: _____
Shailaja Kasibhatla

Date: _____ Signature of Inventor: _____
Sui Xiong Cai

Date: _____ Signature of Inventor: _____
Ben Tseng

Date: _____ Signature of Inventor: _____
Katayoun Alavi Jessen

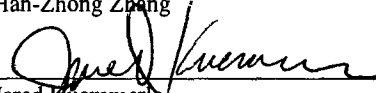
Date: _____ Signature of Inventor: _____
Nicole Marion English

Date: Aug. 25/04 Signature of Inventor: 
Serguei Maliartchouk

Date: _____ Signature of Inventor: _____
Songchun Jiang

Date: _____ Signature of Inventor: _____
Nilantha Sudath Sirisoma

Date: _____ Signature of Inventor: _____
Han-Zhong Zhang

Date: 8/23/2004 Signature of Inventor: 
Jared Kuemmerle

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