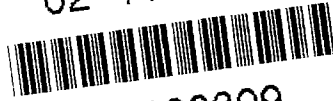


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02-11-2005



102939309

Attorney Docket  
No.: 066131-45US (X-0232)  
(formerly X-0232-PCT)

2-9-05

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

<p>1. Name of conveying parties:</p> <p><b>SOCIETE D'EXPANSION SCIENTIFIQUE EXPANSIA</b> and <b>PCAS</b></p>	<p>2. Name and address of receiving party(ies):</p> <p><b>BioNumerik Pharmaceuticals, Inc.</b> 8122 Datapoint Drive, Suite 1250 San Antonio, TX 78229-3281 (a Texas corporation)</p>
<p>3. Nature of conveyance:</p> <p><input checked="" type="checkbox"/> Assignment of Utility Patent Applications and Associated Rights  <input type="checkbox"/> Merger  <input type="checkbox"/> Security Agreement                      <input type="checkbox"/> Change of Name  <input type="checkbox"/> Other:</p> <p>Execution Date: <b>November 13, 2002</b></p>	

OPR/FINANCE  
2002-11-13 PM 1:53

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

This document is being filed together with a new application.

A. Patent Application No.(s): <b>10/333,422 – filed 6/16/03</b>	B. Patent No.(s):
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Additional numbers attached?  Yes  No

<p>5. Name and address of party to whom correspondence document should be mailed:</p> <p><b>ALAN S. NADEL, ESQ.</b> <b>AKIN, GUMP, STRAUSS, HAUER &amp; FELD, L.L.P.</b> One Commerce Square - 2005 Market Street - Suite 2200 Philadelphia, PA 19103 Telephone: (215) 965-1200 <b>Direct Dial: (215) 965-1280</b> Facsimile: (215) 965-1210 E-Mail: anadel@akingump.com</p>	<p>6. Total number of applications and patents involved: <b>[1]</b></p>
	<p>7. Total fee (37 C.F.R. 3.41) Cal. <u>1</u> x \$40.00 = <b>\$ 40.00</b></p> <p><input checked="" type="checkbox"/> Check enclosed <input type="checkbox"/> Authorized to be charged to deposit account</p>
	<p>8. Deposit account number: <b>50-1017</b> (Billing No.: <b>066131.0045</b>)</p> <p style="text-align: right; font-size: 2em;"><b>YDE</b></p>

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.*

<p><b>Alan S. Nadel</b> Name of Person Signing</p>	<p></p> <p>Signature</p>	<p><b>Feb. 7, 2005</b> Date</p>
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Total number of pages including cover sheet, attachments and document: [6]

## ASSIGNMENT OF UTILITY PATENT APPLICATIONS AND ASSOCIATED RIGHTS

Assignment is made this 13th of November 2002 by SOCIETE D'EXPANSION SCIENTIFIQUE EXPANSIA, a corporation having a principal place of business in Aramon, France, and PCAS, a corporation having a principal place of business in Longjumeau, France, (hereinafter referred to as "ASSIGNOR") to BioNumerik Pharmaceuticals, Inc., a Texas corporation having its principal place of business in San Antonio, Texas (hereinafter referred to as "ASSIGNEE").

A. ASSIGNOR is the owner of French Patent Application 00/09386, filed July 18, 2000 and the corresponding PCT International Application PCT/FR01/02312, filed July 17, 2001, both applications entitled Procédé De Préparation Du 2,2'-Dithiobis(ethanesulfonate) De Disodium (Method for Preparing Disodium 2,2'-Dithiobis(ethanesulphonate) (the "PATENT APPLICATIONS") and ASSIGNOR is the owner of all rights related to the manufacture, sale, use and development of the inventions described and claimed therein ("INVENTIONS"). This Assignment transfers ownership of the PATENT APPLICATIONS and all associated rights in the INVENTIONS to the ASSIGNEE. No prior agreement inconsistent with this Assignment has been made by ASSIGNOR.

B. ASSIGNEE is desirous of acquiring the entire right, title, and interest in and to the PATENT APPLICATIONS and in the INVENTIONS and to future patents and patent applications that may arise from the subject matter of the PATENT APPLICATIONS, whether filed or issued in France, the European Union, Japan, Canada, the United States of America or in any other country.

C. The parties have previously agreed to the full assignment of rights in and to these PATENT APPLICATIONS throughout the world, as well as other rights included herewith with the mutual understanding that formal, recordable assignment documents would be executed and filed to effectuate this agreement.

### 1. ASSIGNMENT OF PATENT APPLICATIONS

ASSIGNOR does hereby assign and transfer to ASSIGNEE the PATENT APPLICATIONS identified above, together with all rights related to the manufacture, sale, use and development of the inventions described and claimed therein. Such assignment is in accordance with the agreement, dated March 8, 2002, of PCAS of Longjumeau, France, as the asset owner of ASSIGNOR.

ASSIGNOR further assigns and transfers to ASSIGNEE all right, title and interest in and to all patents and patent applications relating to the INVENTIONS as filed or issued in all other countries of the world.

*PK*

*PK MK*

2. COOPERATION. ASSIGNOR agrees to cooperate with ASSIGNEE such that ASSIGNEE may enjoy to the fullest extent the rights conveyed by all patents that may issue from the PATENT APPLICATIONS hereunder. Such duty includes prompt execution of all papers that are deemed necessary or requested by ASSIGNEE to perfect and/or record the rights conveyed.

3. PARTIES. The terms, covenants, and provisions of this Assignment shall inure to the benefit of and shall be binding on the respective parties hereto, their heirs, legal representatives, successors and assigns.

4. WARRANTY. ASSIGNOR warrants and represents that ASSIGNOR has not entered into any agreement in conflict with this Assignment.

5. Each of the parties covenants and agrees to cooperate with the other whereby ASSIGNEE may enjoy to the fullest extent, throughout the world, the rights and benefits herein conveyed. Such cooperation shall include:

A. Prompt execution and delivery of all petitions, oaths, specifications, declarations or other papers that are deemed necessary or desirable by ASSIGNEE for prosecuting the applications identified herein, for filing and prosecuting substitute, divisional, continuing, continuation-in-part, reissue, or other applications in all countries covering the INVENTIONS and/or any improvements covered by the rights assigned hereunder or for interference or reexamination proceedings involving the INVENTIONS and/or the improvements covered by the rights assigned hereunder.

B. Prompt assistance and cooperation in the prosecution of legal or administrative proceedings involving the INVENTIONS and/or improvements, the PATENT APPLICATIONS, and all patents that may issue therefrom in all countries of the world, including opposition or cancellation proceedings, priority contests, public use proceedings and court actions; provided, however, that the reasonable expenses that may be incurred by ASSIGNOR in lending such assistance and cooperation shall be paid by the ASSIGNEE, provided that to the extent possible, ASSIGNOR shall inform the ASSIGNEE of expected expenses prior to incurring the same.

6. The patent rights assigned hereunder are to be held by ASSIGNEE to the full end of the term for which any patents that issue from the PATENT APPLICATIONS are granted, and for the term or terms of any extensions thereof throughout the world, as fully as the same would have been held by the ASSIGNOR if this Assignment had not been made.

7. ASSIGNEE shall have the right to sue for past infringement, and to collect all damages and profits for past infringements. ASSIGNOR agrees that all choses of action, causes of action, rights to damages and other rights that have accrued and will accrue in the future as a result of infringement on any patents that issue from the PATENT APPLICATIONS are

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Assignment - Page 2

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transferred and assigned to the ASSIGNEE, and ASSIGNOR shall take all steps necessary to effectuate the transfer of these rights.

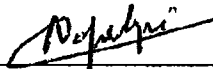
IN WITNESS whereof, this Assignment has been executed as of the day and year first above written.


ASSIGNOR

ASSIGNEE

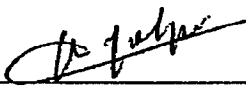
SOCIETE D'EXPANSION  
SCIENTIFIQUE EXPANSIA


BioNumerik Pharmaceuticals, Inc.

By:   
Andre GALIGNE  
President

By:   
Frederick H. Hausheer, M.D.  
Chief Executive Officer

PCAS

By:   
Andre GALIGNE  
Vice-President

By:   
Michel FOLLET  
Pharma Synthesis Director

  
Assignment - Page 3

M. U.F.

TOWN OF LONGJUMEAU

§

COUNTRY OF FRANCE

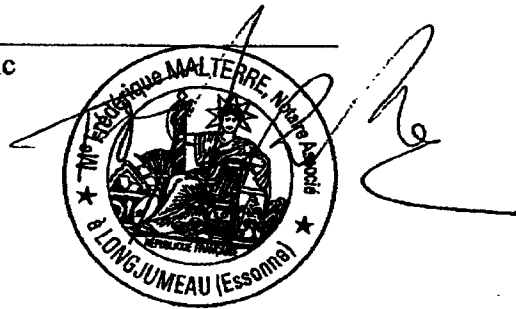
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§

I, Frédérique MALTERRE, a Notary Public in and for said TOWN, in said Country, hereby certify that Andre GALIGNE did certify to me on this day that he is the President of SOCIETE D'EXPANSION SCIENTIFIQUE EXPANSIA, and the Vice-President of PCAS and that he signed this Assignment on behalf of SOCIETE D'EXPANSION SCIENTIFIQUE EXPANSIA and of PCAS, the ASSIGNOR to the foregoing Assignment, with full knowledge of the contents thereof.

GIVEN under my hand and seal this 21 day of Novembre, 2002.

\_\_\_\_\_  
Notary Public



My Commission Expires:  
\_\_\_\_\_

STATE OF TEXAS

§

§

COUNTY OF BEXAR

§

I, Suzanne Lee Lozano a Notary Public in and for said County, in said State, hereby certify that FREDERICK H. HAUSHEER did certify to me on this day that he is the Chief Executive Officer of BioNumerik Pharmaceuticals, Inc. and that he signed this Assignment on behalf of BioNumerik Pharmaceuticals, Inc., the ASSIGNEE to the foregoing Assignment, with full knowledge of the contents thereof.

GIVEN under my hand and seal this 20th day of December, 2002.

Suzanne Lee Lozano  
Notary Public



My Commission Expires:

12.11.2006

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