

03-29-2005

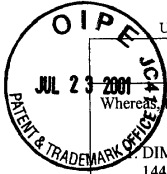
FORM PTO-1595 (Rev. 06/04)
OMB No. 0651-0027 (exp. 6/30/2005)U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

3-15-05 RI 102968691 PATENTS ONLY	
To the Director of the U.S. Patents and Trademark Office: Please record the attached documents or the new address(es) below.	
1. Name of conveying party(ies)/Execution Date(s): Jorge DiMartino Execution Date(s) <u>July 5, 2001</u> Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. Name and address of receiving party(ies): Name: <u>SuperGen, Inc.</u> Street Address: <u>4140 Dublin Blvd., Suite 200</u> City: <u>Dublin</u> State: <u>CA</u> Country <u>USA</u> Zip <u>94568</u> Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Government Interest Assignment <input type="checkbox"/> Executive Order 9424, Confirmatory License Other _____	4. Application number(s) or patent number(s): <input checked="" type="checkbox"/> This document is being filed together with a new application. A. Patent Application No.(s) B. Patent No.(s): Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
5. Name and address to whom correspondence concerning document should be mailed: Name: <u>Maya Skubatch</u> Internal Address: <u>Wilson Sonsini Goodrich & Rosati</u> Street Address: <u>650 Page Mill Road</u> City: <u>Palo Alto</u> State: <u>CA</u> Zip: <u>94304-1050</u> Phone Number: <u>(650) 493-9300</u> Fax Number: <u>(650) 493-6811</u> Email Address: <u>mskubatch@wsgr.com</u> Atty Docket No.: <u>12636-891.401</u>	6. Total number of applications and patents involved: <u>1</u> 7. Total fee (37 CFR 1.21(h) & 3.41) <u>\$40.00</u> <input type="checkbox"/> Authorized to be charged by credit card <input checked="" type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed <input type="checkbox"/> None required (government interest not affecting title) 8. Payment Information a. Credit Card Last 4 Numbers _____ Expiration Date _____ B. Deposit account number: <u>23-2415</u> Authorized User Name <u>Wilson Sonsini Goodrich & Rosati</u>
9. Signature. <u>Maya</u> <u>March 15, 2005</u> Signature Date 03/28/2005 DBYRME 00000137 232415 11082130 01 FC:8021 40.00 DA Maya Skubatch, Reg. No. 52,505 Name of Person Signing Total number of pages including cover sheet, attachments, and documents: <u>2</u>	

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

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PATENT
REEL: 016394 FRAME: 0623



ASSIGNMENT OF APPLICATION

Docket Number 12636-891

Whereas, the undersigned:

DIMARTINO, Jorge
144 Arundel Road
San Carlos, CA 94070

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

COMPOSITIONS AND METHODS FOR REESTABLISHING GENE TRANSCRIPTION
THROUGH INHIBITION OF DNA METHYLATION AND HISTONE DEACETYLASE

- ☒ for which an application for United States Patent was filed on April 24, 2001, Application No. 09/841,744
☐ for which an application for a United States Patent was executed on ____, and

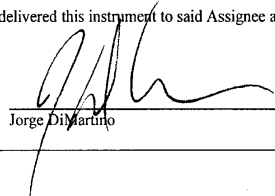
WHEREAS, SuperGen, Inc., having a place of business at 4140 Dublin Blvd., Suite 200, Dublin, CA 94568, (hereinafter termed "Assignee"), is desirous of acquiring the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, 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 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: 7/5/01


Jorge DiMartino

RECORDED: 03/15/2005

PATENT
REEL: 016394 FRAME: 0624