

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Cell Therapeutics Europe S.r.l.	06/10/2005
RECEIVING PARTY DATA	
Name:	Cephalon, Inc.
Street Address:	41 Moores Road
City:	Frazer
State/Country:	PENNSYLVANIA
Postal Code:	19355
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	10918664
CORRESPONDENCE DATA	
Fax Number:	(215)665-2013
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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Correspondent Name:	Cozen O'Connor
Address Line 1:	1900 Market Street
Address Line 4:	Philadelphia, PENNSYLVANIA 19103
ATTORNEY DOCKET NUMBER:	CEPH0001-100
NAME OF SUBMITTER:	Michael P. Straher
Total Attachments: 9 source=CEPH0003-001ASSIGN#page1.tif source=CEPH0003-001ASSIGN#page2.tif source=CEPH0003-001ASSIGN#page3.tif source=CEPH0003-001ASSIGN#page4.tif source=CEPH0003-001ASSIGN#page5.tif	

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AMENDMENT NO. 3 TO COLLABORATION AND LICENSE AGREEMENT

THIS AMENDMENT NO. 3 TO COLLABORATION AND LICENSE AGREEMENT (this "Amendment"), dated as of June 10, 2005 and effective as of the Closing Date of that certain Acquisition Agreement by and among Cell Therapeutics, Inc., CTI Technologies, Inc. and Cephalon, Inc. (the "Effective Date") is made by and between Cephalon, Inc., a Delaware corporation ("Cephalon") and Cell Therapeutics Europe S.r.l., an Italian company ("CTE").

WHEREAS, Cephalon and CTE are parties to that certain Collaboration and License Agreement with an effective date of May 2, 2002, as amended by Amendment No. 1, effective as of July 31, 2004, and Amendment No. 2, effective as of May 2, 2005 (collectively, the "Agreement");

WHEREAS, the parties desire to amend the Agreement in certain respects as set forth herein;

NOW, THEREFORE, the parties, in consideration of the premises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, and intending to be legally bound, hereby agree as follows:

1. Capitalized Terms. Capitalized terms not otherwise defined herein shall have the meanings given to them in the Agreement.

2. Termination of Agreement.

(a) Cephalon and CTE hereby agree to terminate the Agreement effective as of the Effective Date. For purposes of clarification, at the Effective Date, except as set forth herein, all licenses and options granted by either party to the other under the Agreement shall terminate and the Research Program and Development Program shall terminate. Except for the Transition Services, the obligations of the Parties and their Affiliates to conduct the joint Research Program shall terminate as of the Effective Date. In addition, Cephalon and CTE hereby agree that, at the Effective Date:

(i) To the extent that Cephalon does not already have sole and exclusive ownership rights, Cephalon shall have the sole and exclusive ownership rights in and to: all Compounds, all Cephalon Compounds (including CEP-4681), all Backup Compounds, all Proteasome Compounds, all Development Compounds, and other chemical entities, if any, that were conceived or reduced to practice by either party during the performance of the Agreement or during the performance of the Transition Services (as defined herein). CTE hereby transfers and assigns to Cephalon all of its rights, title and interest in and to any and all such compounds and chemical entities described above, conceived, reduced to practice,

made or synthesized by CTE or any of its Affiliates during the Research Program or during the performance of the Transition Services; and

(ii) Cephalon shall be the sole and exclusive owner of all rights in and to Technology, Know-How, Patent Rights, Cephalon Technology, Cephalon Know-How, Cephalon Patent Rights, Joint Technology, Joint Know-How and Joint Patent Rights. CTE hereby transfers and assigns to Cephalon all of its rights, title and interest in and to all Technology, Know-How, Patent Rights, Joint Technology, Joint Know-How and Joint Patent Rights, including without limitation, the patents and patent applications listed on Schedule A attached hereto.

(b) In exchange for the rights transferred under this Amendment, Cephalon agrees to pay: **REDACTED** to CTE, payable on the Effective Date.

(c) CTE further covenants that at the request and cost of Cephalon it will at all times hereafter do all such acts, provide all available documentation and execute and deliver all such documents as may be necessary or desirable to secure the vesting, and to perfect the title in Cephalon and its successors, assigns or legal representatives of all rights assigned to Cephalon hereunder.

(d) The parties further agree to promptly establish a procedure for and commence the transfer to Cephalon copies of any documentation and information, including without limitation lab notebooks, tracings, and histopath slides, not already residing at Cephalon, relating to the Research Program conducted by CTE and Cephalon under the Agreement and for that primary information not amenable to copy and transfer, establish an operating procedure for archival of such information consistent with European and U.S. regulations.

(e) Each of the parties hereto shall use commercially reasonable efforts to take, or cause to be taken, all appropriate action, do or cause to be done all things necessary, proper or advisable under each applicable law, and execute and deliver such documents and other papers, as may reasonably be required to carry out the provisions of this Transition Services Agreement and consummate and make effective the provisions reported therein, and to vest in Purchaser good and valid title to all Compounds, all Cephalon Compounds (including CEP-4681), all Backup Compounds, all Proteasome Compounds, all Development Compounds, Technology, Know-How, Patent Rights, Cephalon Technology, Cephalon Know-How, Cephalon Patent Rights, Joint Technology, Joint Know-How and Joint Patent Rights, to the extent that Cephalon does not already have sole and exclusive ownership thereof.

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7. General.

(a) Successors and Assigns. This Amendment shall be binding upon, and inure to the benefit of, Cephalon and CTE, and their respective successors and assigns.

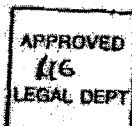
(b) Counterparts; Facsimile. This Amendment may be executed in one or more original counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. One or more counterparts of this Amendment may be delivered by facsimile, with the intention that delivery by such means shall have the same effect as delivery of an original counterpart hereof.

(c) Further Action. Both parties hereto covenants and agrees, at their own expense, to execute and deliver, at the request of the other party hereto, such further instruments of transfer and assignment and to take such other action as the other party may reasonably request to more effectively consummate the assignments, assumptions, licenses and deliveries contemplated by this Amendment.

(d) Governing Law. This Amendment shall be construed and enforced in accordance with and governed by the laws of the State of Delaware without regard to the conflicts of laws provisions thereof.

IN WITNESS WHEREOF, the parties hereby accept and agree to the terms and conditions of this Amendment as of the Effective Date.

CEPHALON, INC.



By: [Signature]

Name: T. Kevin Buehler

Title: SVP & CFO

CELL THERAPEUTICS EUROPE
S.R.L.

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the parties hereby accept and agree to the terms and conditions
this Amendment as of the Effective Date.

CEPHALON, INC.

By: _____

Name: _____

Title: _____

CELL THERAPEUTICS EUROPE S.J

By: *Silvanus Spinnell*

Name: *Silvanus Spinnell*

Title: *Managing Director*

Schedule A

Patents and Patent Applications

Family	Title	Application No.	Application Date	Status
Cephalon CP320	Proteasome Inhibitors and Methods of Using the Same			
	US Provisional	60/495,364	8/14/03	Abandoned
	US	10/918,610	8/12/04	Pending
	PCT	PCT/US04/26395	8/13/04	Pending
Cephalon CP321	Proteasome Inhibitors and Methods of Using the Same			
	US Provisional	60/495,764	8/14/03	Abandoned
	US	10/918,665	8/12/04	Pending
	Argentina	040102935	8/13/04	Pending
	Chile	2072-2004	8/13/04	Pending
	Malaysia	PI20043299	8/13/04	Pending
	Peru	000784-2004	8/13/04	Pending
	Thailand	093012	8/13/04	Pending
	Taiwan	093124291	8/13/04	Pending
	Venezuela	1316 2004	8/13/04	Pending
Cephalon CP373	Proteasome Inhibitors and Methods of Using the Same			
	US Provisional	60/652,370	2/11/05	Pending

Exhibit A

Transition Services Agreement

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