## PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: **NEW ASSIGNMENT** NATURE OF CONVEYANCE: **ASSIGNMENT** 

## **CONVEYING PARTY DATA**

Name	Execution Date
SBR Pharmaceuticals Corp., f/k/a Shionogi BioResearch Corp.	11/07/2002

## **RECEIVING PARTY DATA**

Name:	Synta Pharmaceuticals Corp.	
Street Address:	45 Hartwell Avenue	
City:	Lexington	
State/Country:	MASSACHUSETTS	
Postal Code:	02421	

#### PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	10192347

## CORRESPONDENCE DATA

Fax Number: (617)439-4170

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

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Correspondent Name: Dwight D. Kim Address Line 1: P.O. Box 55874

Address Line 4: Boston, MASSACHUSETTS 02205

ATTORNEY DOCKET NUMBER: 50586/61248

NAME OF SUBMITTER: Dwight D. Kim, Ph.D. (Reg. No. 57,665)

Total Attachments: 4

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### PATENT ASSIGNMENT

This PATENT ASSIGNMENT is made as of November \_\_\_\_\_, 2002 by SBR Pharmaceuticals Corp., f/k/a Shionogi BioResearch Corp., a Delaware corporation with its principal place of business at 45 Hartwell Avenue, Lexington, MA 02421 ("Assignor").

### RECITALS

WHEREAS, Assignor is the beneficial owner of all rights, title and interests in certain United States patents and applications identified on <u>Schedule A</u> attached hereto (the "<u>Patents</u>");

WHEREAS Assignor has agreed to transfer certain of its assets and the intellectual property rights thereto, including, without limitation, the Patents, to Synta Pharmaceuticals Corp., a Delaware corporation, with its principal place of business at 45 Hartwell Avenue, Lexington, MA 02421 ("Assignee"); and

WHEREAS, Assignee desires to acquire all rights, title and interests in, to and under said Patents.

NOW, THEREFORE, for One Dollar (\$1.00) and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Assignor:

- 1. Assignor hereby conveys, assigns, transfers and delivers absolutely to Assignee, its successors and assigns free from encumbrances, (i) all rights, title and interests throughout the world in, to and under the Patents, and the underlying inventions described therein and any United States or foreign reissues, divisions, renewals, extensions, provisionals, continuations and continuations-in-part thereof, and substitutes therefor, and all rights of priority under International Conventions, and all letters patent of the United States which have been or may be granted thereon and all foreign counterparts thereof, together with all rights and powers arising or accrued therefrom including, without limitation, the right to sue and recover damages and other remedies for future or past infringements of the Patents and to fully and entirely stand in the place of Assignor in all matters related thereto, and (ii) the right to apply for, prosecute and obtain patents or similar protection throughout the world in respect of the inventions claimed in the Patents including the right to claim priority therefrom to the intent that the grant of any patents or similar protection shall be in the name of and vest in the Assignee.
- Assignor agrees to communicate to Assignee, its successors, legal representative and assigns, any facts known respecting the Patents and provide testimony in any legal proceedings, and to execute such additional documents as may be necessary to perfect Assignee's title in and to the Patents and all foreign counterparts thereof. In addition, Assignor hereby conveys, assigns, transfers and delivers to Assignee, its successors and assigns, all of its right, title and interest throughout the world in and to all lab notes, prototypes, product definition, market analysis, marketing studies, draft patent applications, any and all correspondence with the United States Patent and Trademark Office or any foreign patent office, trade secrets, nondisclosure agreements, invention agreements, noncompete agreements and any other document recording the secret knowledge of Assignor relating to the Patents.

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3. Assignor hereby requests the Commissioner of Patents and Trademarks (the "Commissioner") to record this Patent Assignment to Assignee. Assignor hereby further requests the Commissioner to issue any and all letters patent of the United States or derived from the Patents to Assignee as assignee of the entire interest. Assignor hereby covenants that the Commissioner has full right to convey the entire interest herein assigned, and that Assignor has not executed, and will not execute, any agreements inconsistent herewith.

This Agreement shall be governed by, and construed and enforced in accordance with, the substantive laws of the Commonwealth of Massachusetts, without regard to its principles of conflicts of laws. This Agreement may not be supplemented, altered or modified in any manner except by a writing signed by both parties hereto. The failure of either party to enforce any terms or provisions of this Assignment will not waive any rights under such terms and provisions. This Agreement may be executed by facsimile signature and in counterparts, each of which will be an original and all of which when taken together will constitute one and the same Instrument.

IN WITNESS WHEREOF, the undersigned has caused this Patent Assignment to be executed as of the day and year first written above.

SBR PHARMACELITICALS CORP.

Name:

Dr. Mitsunori Ono

Title:

President

THE COMMONWEALTH OF MASSACHUSETTS

County of Middle Sex

On this the \_\_\_\_\_\_ day of November, 2002 before me personally appeared ... Mitsusori Cho: 2. Bahcal to me personally known, and known to me to be the person who signed the foregoing assignment, and acknowledged the signing of same as his free act and deed.

Notary Public

My commission expires 04/94/2009

XIU LING HU

Notary Public Commonwealth of Massachusetts My Commission Expires

Acknowledged and accepted:

SYNTA PHARMACEUTICALS CORP.

Name:

Title:

CEO

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# SCHEDULE A TO <u>PATENT ASSIGNMENT</u>

Title	US Application Number/Filing Date	Issued Patent Number/Issue Date	
Bioreductive Cytotoxic	US 09/083,652	US 5,969,133	
Agents	Filed May 22, 1998	Issued October 19, 1999	
Quinone Derivatives	U\$ 09/316,190	US 6,433,199	
	Filed May 21, 1999	Issued August 13, 2002	
Bis(Haloethyl)aminobenzene	09/181,436	US 6,137,003	
Derivatives	Filed October 28, 1998	Issued October 24, 2000	
Cyanoguanidine Compounds	09/545,430	US 6,255,323	
	Filed April 7, 2000	Issued July 3, 2001	
Inhibitor of IL-12 Production	US 09/594,362	US 6,384,032	
	Filed June 15, 2000	Issued May 7, 2002	
Epoxyvibsanin B	US 10/056,699	US 6,462,078	
	Filed January 25, 2002	Issued October 8, 2002	
Taxel Enhancer Compounds	US 60/304,252		
	Filed July 10, 2001	N/A	
Taxol Enhancer Compounds	US 60/361,946		
	Filed March 6, 2002	N/A	
Pyrimidine Compounds	US 10/193,075		
	Filed July 10, 2002	N/A	

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PATENT

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Title	US Application Number/Date (IP Counsel Reference No.)	International Application Number/Date	Issued Patent Number/Date, Publication Number/Date and Other Status
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Taxol Enhancer Compounds	US 60/361,936 Filed March 6, 2002	N/A	
Taxol Enhancer Compounds (continued)	US 10/193,639 Filed July 10, 2002	N/A	1
Synthesis of Taxol Enhancer	US 60/304,318 Filed on July 10, 2001	N/A	
Pyrimidine Compounds	US 10/193,076 Filed July 10, 2002	N/A	
1-Glyoxylamide Indolizines for Treating Cancer	US 60/322,020 Filed Sep. 13, 2001	N/A	7
2-Aroylimidazole Compounds for Treating Cancer	US 60/322,105 Filed Sep. 13, 2001	N/A	
3-Glyoxylamide Indolizines for Treating Cancer	US 60/322,022 Filed Sep. 13, 2001	N/A	
Triazine Compounds	US 10/006,624 Filed Nov. 30, 2001	N/A	
Pyrimidine Compounds	US 10/000,742 Filed Nov. 30, 2001	N/A	
Pyrimidine Compounds CIP	US 10/192,347 Filed 7/10/02	N/A	

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**RECORDED: 02/16/2006**