

Form PTO-1595 (Rev. 08/05)
OMB No. 0651-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET PATENTS ONLY

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)

Bell, Stanley C.
Wong, Albert

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

3. Nature of conveyance/Execution Date(s):

Execution Date(s) 29 Dec 2005; 24 Jan 2006; 22 Feb 2006

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

2. Name and address of receiving party(ies)

Name: Onconova Therapeutics, Inc.

Internal Address: _____

Street Address: 993 Lenox Drive, Suite 200

City: Lawrenceville

State: NJ

Country: USA Zip: 08648

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)
PCT/US2005/025224

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: Patrick H. Higgins, Fox Rothschild LLP

Internal Address: _____

Street Address: 997 Lenox Drive

Building 3

City: Lawrenceville

State: NJ Zip: 08648

Phone Number: (609) 896-7654

Fax Number: (609) 896-1469

Email Address: phiggins@foxrothschild.com

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 _____
Expiration Date _____

b. Deposit Account Number 50-1943

Authorized User Name _____

9. Signature:

 (Attorney at Law) March 20, 2006
Signature 39 709 Date

Patrick H. Higgins
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 (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

CH \$40.00 501943 US0525224

**ATTACHMENT FOR RECORDATION FORM COVER SHEET
PATENTS ONLY (Form PTO-1595)**

1. Name of conveying party(ies):Maniar, Manoj

Additional name(s) of conveying party(ies) attached?

☐ Yes ☒ No**2. Name and address of receiving party(ies)**

Name: _____

Internal Address: _____

Street Address: _____

City: _____ State: _____ ZIP: _____

Name and address of receiving party(ies)

Name: _____

Internal Address: _____

Street Address: _____

City: _____ State: _____ ZIP: _____

Additional name(s) & address(es) attached?

☐ Yes ☒ No**4. Application number(s) or patent number(s):**

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s)PCT/US2005/025224**B. Patent No.(s)**

Additional numbers attached?

☐ Yes ☒ No

ASSIGNMENT OF INVENTION

In consideration of the payment by ASSIGNEE to ASSIGNOR(S) of the sum of One Dollar (\$1.00) and for other good and valuable consideration, the receipt of which is hereby acknowledged,

ASSIGNOR(S):

Name	Address
Bell, Stanley C.	732 Braeburn Lane, Narbeth, PA 19072, USA
Wong, Albert	531 11 th Avenue, San Francisco, CA 94118, USA
Maniar, Manoj	4670 Sentinel Drive, Fremont, CA 94539, USA

hereby sells, assigns and transfers to

ASSIGNEE:

Name	Address
Onconova Therapeutics, Inc.	993 Lenox Drive, Suite 200, Lawrenceville, NJ 08648, USA

and the successors, assigns and legal representatives of the ASSIGNEE, the entire right, title and interest for the United States and its territorial possessions, and in all foreign countries, including all rights to claim priority, in and to the invention entitled:

FORMULATIONS FOR PARENTERAL ADMINISTRATION OF (E)-2,6-DIALKOXYSTYRYL-4-SUBSTITUTED BENZYL SULFONES

invented by Bell, et al [INVENTOR(S)] and which is found in

- ☐ the U.S. patent application executed on even date herewith;
☐ the U.S. patent application executed on _____;
☒ PCT/US2005/025224, filed on July 15, 2005;
☐ the U.S. patent no. _____ issued on _____.

and, in and to all Letters Patent, both foreign and domestic, to be obtained for said invention by the above application or any continuation, division, renewal, continuation-in-part or substitute thereof, and as to Letters Patent and any reissue or re-examination thereof, and to any legal equivalent thereof in a foreign country, including, the right to apply for patents and inventor certificates in respect thereof, the right to claim priority, and all patents, patents of addition, utility models, patents of importation, revalidation patents and inventor certificates which may be granted throughout the world in respect of the invention.

ASSIGNOR(S) hereby authorizes ASSIGNEE or its legal representative to insert in this instrument the filing date and serial number of said application or any other information that may be necessary or desirable in order to comply with the rules of the U.S. Patent and Trademark Office for the recordation of this document.

ASSIGNOR(S) hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment.

ASSIGNOR(S) further covenants and agrees that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said invention and said Letters Patent and legal equivalents as may be known and accessible to ASSIGNOR(S), and that ASSIGNOR(S) will, at ASSIGNEE's expense, testify as to the same in any interference, litigation or proceeding related thereto and will promptly execute and deliver to ASSIGNEE, its assigns or its legal representatives, without further or additional consideration, any and all papers, instruments or affidavits required, render all necessary assistance, and do such additional acts as ASSIGNEE may deem necessary or desirable, to apply for, obtain, maintain, issue and enforce said application, said invention and said Letters Patent and said equivalents thereof which may be necessary or desirable to carry out the purposes thereof.

Page 1 of 2

LV1 356148v1 10/12/05

PATENT
REEL: 017358 FRAME: 0036

ASSIGNOR(S) hereby authorize and request the Commissioner of Patents and Trademarks to issue any and all United States Letters Patent referred to above to ASSIGNEE of the entire right, title and interest in and to the same, for ASSIGNEE's sole use and benefit, and for the use and benefit of ASSIGNEE's legal representatives and successors, to the full end of the term for which such Letters Patent may be granted, as fully and entirely as the same would have been held by ASSIGNOR(S) had this assignment and sale not been made.

The parties agree that the foregoing covenants and obligations shall bind and inure to the benefit of the heirs, assigns and legal representatives of both parties.

Name: Bell, Stanley C.

Stanley C. Bell
Signature

Date: 12/29/05

State of PA

County of PHILA.

Before me this 29 day of December 2005, personally appeared the above named individual, to me known to be the person who is described in, and who executed the foregoing instrument and acknowledged to me that he/she executed the same of his/her own free will for the purposes therein expressed.

NOTARIAL SEAL
OLGA CATHERINE NIMCHUK, Notary Public
City of Philadelphia, Phila. County
My Commission Expires December 12, 2009

Olga C. Nimchuk
Notary Public

Name: Wong, Albert

Albert Wong
Signature

Date: 2/22/06

State of _____

County of _____

Before me this _____ day of _____ 2005, personally appeared the above named individual, to me known to be the person who is described in, and who executed the foregoing instrument and acknowledged to me that he/she executed the same of his/her own free will for the purposes therein expressed.

Notary Public

Name: Maniar, Manoj

Signature

Date: _____

State of _____

County of _____

Before me this _____ day of _____ 2005, personally appeared the above named individual, to me known to be the person who is described in, and who executed the foregoing instrument and acknowledged to me that he/she executed the same of his/her own free will for the purposes therein expressed.

Notary Public

ASSIGNMENT OF INVENTION

In consideration of the payment by ASSIGNEE to ASSIGNOR(S) of the sum of One Dollar (\$1.00) and for other good and valuable consideration, the receipt of which is hereby acknowledged,

ASSIGNOR(S):

Name	Address
Bell, Stanley C.	732 Braeburn Lane, Narbeth, PA 19072, USA
Wong, Albert	531 11 th Avenue, San Francisco, CA 94118, USA
Maniar, Manoj	4670 Sentinel Drive, Fremont, CA 94539, USA

hereby sells, assigns and transfers to

ASSIGNEE:

Name	Address
Onconova Therapeutics, Inc.	993 Lenox Drive, Suite 200, Lawrenceville, NJ 08648, USA

and the successors, assigns and legal representatives of the ASSIGNEE, the entire right, title and interest for the United States and its territorial possessions, and in all foreign countries, including all rights to claim priority, in and to the invention entitled:

FORMULATIONS FOR PARENTERAL ADMINISTRATION OF (E)-2,6-DIALKOXYSTYRYL-4-SUBSTITUTED BENSYLSULFONES

Invented by Bell, et al [INVENTOR(S)] and which is found in

- ☐ the U.S. patent application executed on even date herewith;
☐ the U.S. patent application executed on _____;
☒ PCT/US2005/025224, filed on July 15, 2005;
☐ the U.S. patent no. _____ issued on _____.

and, in and to all Letters Patent, both foreign and domestic, to be obtained for said invention by the above application or any continuation, division, renewal, continuation-in-part or substitute thereof, and as to Letters Patent and any reissue or re-examination thereof, and to any legal equivalent thereof in a foreign country, including, the right to apply for patents and inventor certificates in respect thereof, the right to claim priority, and all patents, patents of addition, utility models, patents of importation, revalidation patents and inventor certificates which may be granted throughout the world in respect of the invention.

ASSIGNOR(S) hereby authorizes ASSIGNEE or its legal representative to insert in this instrument the filing date and serial number of said application or any other information that may be necessary or desirable in order to comply with the rules of the U.S. Patent and Trademark Office for the recordation of this document.

ASSIGNOR(S) hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment.

ASSIGNOR(S) further covenants and agrees that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said invention and said Letters Patent and legal equivalents as may be known and accessible to ASSIGNOR(S), and that ASSIGNOR(S) will, at ASSIGNEE's expense, testify as to the same in any interference, litigation or proceeding related thereto and will promptly execute and deliver to ASSIGNEE, its assigns or its legal representatives, without further or additional consideration, any and all papers, instruments or affidavits required, render all necessary assistance, and do such additional acts as ASSIGNEE may deem necessary or desirable, to apply for, obtain, maintain, issue and enforce said application, said invention and said Letters Patent and said equivalents thereof which may be necessary or desirable to carry out the purposes thereof.

ASSIGNOR(S) hereby authorize and request the Commissioner of Patents and Trademarks to issue any and all United States Letters Patent referred to above to ASSIGNEE of the entire right, title and interest in and to the same, for ASSIGNEE's sole use and benefit, and for the use and benefit of ASSIGNEE's legal representatives and successors, to the full end of the term for which such Letters Patent may be granted, as fully and entirely as the same would have been held by ASSIGNOR(S) had this assignment and sale not been made.

The parties agree that the foregoing covenants and obligations shall bind and inure to the benefit of the heirs, assigns and legal representatives of both parties.

Name: Bell, Stanley C.

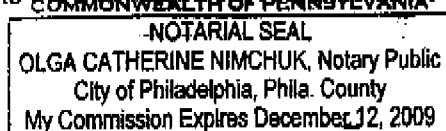
Stanley C. Bell
Signature

Date: 12/29/05

State of PA

County of PHILA.

Before me this 29 day of December 2005, personally appeared the above named individual, to me known to be the person who is described in, and who executed the foregoing instrument and acknowledged to me that he/she executed the same of his/her own free will for the purposes therein expressed.



Olga C. Nimchuk
Notary Public

Name: Wong, Albert

Signature

Date: _____

State of _____

County of _____

Before me this _____ day of _____ 2005, personally appeared the above named individual, to me known to be the person who is described in, and who executed the foregoing instrument and acknowledged to me that he/she executed the same of his/her own free will for the purposes therein expressed.

Notary Public

[Signature]
Signature

Date: 1/24/06

Name: Maniar, Manoj

State of _____

County of _____

Before me this _____ day of _____ 2005, personally appeared the above named individual, to me known to be the person who is described in, and who executed the foregoing instrument and acknowledged to me that he/she executed the same of his/her own free will for the purposes therein expressed.

Notary Public