

05-22-2006



103242576

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)/Execution Date(s):**

Martin Eberle; Felix Bachmann; Alessandro Strebelt; Subho Roy; Goutam Saha; Subir Kumar Sadhukhan; Rohit Saxena; and Sudhir Srivastava

October 17, 2005 (respectively)  
October 26, 2005 (respectively)  
October 26, 2005 (respectively)  
October 7, 2006 (respectively)  
October 7, 2006 (respectively)  
October 7, 2006 (respectively)  
October 7, 2006 (respectively)  
October 7, 2006 (respectively)

Execution Date(s)

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

**3. Nature of conveyance:**

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

**2. Name and address of receiving party(ies)**

Name: Basilea Pharmaceutica AG

Internal Address: \_\_\_\_\_

Street Address: Grenzacherstrasse 487

City: CH-4005 Basel

State: \_\_\_\_\_

Country: Switzerland

Zip: \_\_\_\_\_

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)

B. Patent No.(s)

11433511

Additional numbers attached? ☐ Yes ☒ No

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

Name: Gibbons, Del Deo, Dolan, Griffinger & Vecchione

Internal Address: \_\_\_\_\_

Street Address: One Riverfront Plaza

City: Newark

State: New Jersey

Zip: 07102

Phone Number: 973-596-4500

Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

**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 03-3839

Authorized User Name Gibbons, et al.

**9. Signature:**

Signature

May 12, 2006

Date

William H. Epstein, Registration No. 20,008

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

8

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

05/17/2006 MBERHE 00000054 11433511

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40.00 DP

## ASSIGNMENT

WHEREAS, WE, **Martin Eberle**, of Rütistrasse 34, CH-4103 Bottmingen, Switzerland, and **Felix Bachmann**, of Grellingerstrasse 38, CH-4052 Basel, Switzerland, and **Alessandro Strebel**, of Schmiedengasse 4, CH-4104 Oberwil, Switzerland, and **Subho Roy**, of No. 1B Abhishek Apartment, 151 Brahma Samaj Road, Kolkata, West Bengal 700 034, India, **Goutam Saha**, of 1167 Rabindranagar, P. O. Laskarpur, Kolkata, West Bengal 700 153, India, and **Subir Kumar Sadhukhan**, of Amta (Neogipara), Howrah, West Bengal 711 401, India and **Rohit Saxena**, of 4/731, Sector-4, Vikas Nagar, Lucknow, Uttar Pradesh 226 024, India and **Sudhir Srivastava**, of Telari Village, P. O. Madhumakhian (Anei), Varanasi, Uttar Pradesh 221 201, India, and, (Assignors) have invented certain new and useful improvements which are described and claimed in application for United States Application Docket Number 104610-57308, entitled

## AROYLFURANES AND AROYLTHIOPHENES

WHEREAS, **APONETICS AG**, a corporation organized and existing under and by virtue of the laws of Switzerland, and having its principal place of business at Benkenstrasse 254, CH-4108 Witterswil, Switzerland, is desirous of acquiring the entire interest in and to said invention, said application and all patents to be obtained therefrom.

NOW, THEREFORE, for and in consideration of valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, we have sold, assigned, and set over, and by these presents do hereby sell, assign and set over unto the said **APONETICS AG** (Assignee), and said Assignee's legal representatives, successors, the entire right, title and interest, for the whole world, in and to said invention and said application, as well as any subsequent application which claims priority based upon the filing date of said application identified and the patents, both domestic and foreign, that may or shall result therefrom including the right to claim in respect of any subsequent United States and foreign patent applications and patents, the priority date of said application under any United States statute and international convention or treaty; and we do hereby authorize and request the issuance of said patents, domestic and foreign, conformably to the terms of this Agreement.

UPON SAID CONSIDERATION, we do hereby covenant and agree with said Assignee that we will not execute any writing or do any act whatsoever conflicting with these presents, and that will at any time upon request, without further or additional consideration, but at the expense of the said Assignee, execute such additional assignments and other writings and so such additional acts as said Assignee may deem necessary or desirable to perfect the Assignee's enjoyment of this grant, and render all necessary assistance in making application for and obtaining provisional, original, continuation, continuation-in-part, divisional, reissued, re-examined or extended patent of the United States or of any and all foreign countries on said invention, and in enforcing any rights or chooses in action accruing as a result of such applications or patents, including but not limited to, giving testimony in any proceedings or

transactions involving such applications or patents, and executing preliminary statements and other affidavits, it being understood that the foregoing covenant and agreement shall bind and inure to the benefit of the assigns and legal representatives of all parties hereto.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals this day of \_\_\_\_\_, 2005.

17/10/2005  
Date

17/10/2005  
Date

26/10/2005  
Date

26/10/2005  
Date

26/10/2005  
Date

26/10/2005  
Date

07/10/2005  
Date

07/10/2005  
Date

07/10/2005  
Date

07/10/2005  
Date

Martin Eberle  
Martin Eberle

M. Bulw  
Witness

FBS  
Felix Bachmann

A. Str  
Witness

A. Str  
Alessandro Strebel

FBS  
Witness

Subho Roy  
Subho Roy

Goutam Saha  
Witness

Goutam Saha  
Goutam Saha

Subho Roy  
Witness

07/10/2005

Date

07/10/2005

Date

07/10/2005

Date

07/10/2005

Date

07/10/2005

Date

07/10/2005

Date

Subir Kumar Sadhukhan  
Subir Kumar SadhukhanSubho Roy  
WitnessRohit Saxena  
Rohit SaxenaSubho Roy  
WitnessSudhir Srivastava  
Sudhir SrivastavaGoutam Saha  
Witness

# **SALES AGREEMENT**

for Proprietary Compound Collections  
between Aponetics Ltd. and Basilea Pharmaceutica AG

This Sales Agreement (the "Agreement"), dated 17<sup>th</sup> February 2005, is made by and between Aponetics Ltd., a Swiss corporation having its principal place of business at Benkenstrasse 254, CH-4108 Witterswil, Switzerland (hereinafter referred to as "Aponetics") and Basilea Pharmaceutica AG, a Swiss corporation having its head office at Grenzacherstrasse 487, CH-4005 Basel, Switzerland (hereinafter referred to as "Basilea").

WHEREAS, Aponetics is involved in the business of drug discovery and development and has generated proprietary compound collections;

WHEREAS, Basilea is engaged in the business of discovery, research, development and commercialization of pharmaceutical products;

WHEREAS, Basilea desires to acquire all rights related to certain proprietary compound collections of Aponetics and Aponetics is willing to sell those rights.

NOW THEREFORE, the parties hereto agree as follows:

## **1. Definitions**

As used herein, the following terms shall be defined as follows:

"Compound collection" means a family of chemical compounds synthesized by Aponetics CRO's under the guidance of Aponetics' Head of Chemistry. Each compound is defined unequivocally by its molecular structure.

## **2. Transfer of IP-rights**

Based on the offer made to Basilea and the document "Overview Medicinal Chemistry\_V050201" sent on 1<sup>st</sup> February 2005, Aponetics transfers and assigns to Basilea all rights related to the patent applications:

PCT/IB2004/0017<sup>23</sup>~~32~~ with filing date 19<sup>th</sup> May 2004, based on priority application EP 03405365.2 (23<sup>rd</sup> May 2003)

PCT/EP2004/053622 with filing date 21<sup>st</sup> December 2004, based on priority applications EP 3405911.3 (22<sup>nd</sup> December 2003), EP 3405912.1 (22<sup>nd</sup> December 2003), and EP 4405517.6 (19<sup>th</sup> August 2004)

EP 04405082.1 with priority date 11<sup>th</sup> February 2004

EP 04405552.3 with priority date 6<sup>th</sup> September 2004

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Aponetics will support Basilea in the proper transfer and assignment of the IP-rights to Basilea. Basilea shall be responsible for and will cover the costs resulting from this transfer.

Basilea as the new owner may decide at its own discretion about the future of the intellectual property assets and their rights transferred by Aponetics.

### 3. Price and Payment Conditions

Lump sum of CHF                      incl. 7.6% VAT for the transfer of all IP-rights related to the patent applications mentioned in Article 2 comprising the chemical compounds synthesized and biological & chemical data.

Aponetics shall issue an invoice for the delivery to Basilea of the chemical analogues synthesized and biological & chemical data. Basilea shall make the payments within ten (10) days after receipt of the delivery by wire transfer to the following bank account:

Basilea shall be responsible for transportation and insurance.

All potential costs, e.g. maintenance fees, filing of additional patent applications, transfer of the IP-rights, etc., incurred by the patent applications mentioned in Article 2 after 4<sup>th</sup> February 2005 shall be under the responsibility of and covered by Basilea.

### 4. Delivery

Total number of chemical compounds to be delivered to Basilea is 844; not included in this number are different synthesis batches of the same compound. The list of compounds shall be delivered as an ISIS-file and as a FileMaker 6 file.

Each compound is packaged in a single glass vial. All glass vials are labeled with the Aponetics' compound number and the supplier ID number. Details regarding purity, amount, synthesis etc. are outlined in the Attachment entitled Offer for Proprietary Compound Collections (see Annex 1), which is an integral part of this Agreement.

### 5. Information

Information on the chemical synthesis of the compounds shall not be subject to this Agreement.

The following information shall be delivered to Basilea immediately after signing this agreement by means of a CD-ROM:

- 1) An ISIS-file of the structures of all delivered compounds with the corresponding compound numbers
- 2) The biological data comprising *in vitro* data as a FileMaker 6 file.
- 3) *In vivo* as well as PK/ADME data as separate reports.

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**6. Novelty of the Substances**

Aponetics has paid special attention to the criteria of novelty when designing the offered and delivered compounds. However, Aponetics does not guarantee that all compounds are novel and not covered by any third party's patents. If any compound offered or delivered to Basilea is found covered by any third party's patent, and if Basilea considers that an acquisition of a licence under such third party's patent is important, any such license under such third party rights on the compound shall be acquired by Basilea at its own cost and responsibility.

Furthermore, Basilea acknowledges that there is no guarantee whatsoever that patent protection for the compounds can be obtained.

**7. Liability/Indemnification**

Basilea acknowledges and understands that as to their nature, information on hazardous properties of the compound collections, especially toxicological properties, is either not available or incomplete.

Therefore, Basilea shall bear the full responsibility for protecting human beings, animals and the environment against negative impacts of the compounds, as soon as the compounds have been delivered to Basilea and during Basilea's storage, handling, use and testing of the same.

Basilea shall hold Aponetics harmless for any and all liabilities and/or damages caused by the use, storage, shipment or disposal by Basilea of the compounds upon the delivery of the compounds to Basilea.

Notwithstanding the above, Aponetics shall hold Basilea harmless for any and all liabilities and/or damages caused by the manufacture, use, storage, or shipment or disposal by Aponetics of the Substances until and before the delivery of the compounds to Basilea.

**8. Secrecy**

Both parties shall keep confidential and not disclose to any third party any Confidential Information of the other party. For the purpose of this Agreement, "Confidential Information" shall mean any proprietary or other information or data not in the public domain, samples, compounds and materials, including information relating to "Compound collection", this Agreement, its contents or to the business, financial and commercial affairs of either party, which one party wishes to disclose to the other party for the purposes of this Agreement.

Notwithstanding the above, no obligation of confidentiality shall exist as to any Confidential Information that:

(i) is in the public domain by public use, publication, general knowledge or the like, or after disclosure hereunder becomes general or public knowledge, through no fault of the party receiving such Confidential Information (the "Recipient");

(ii) is in the possession of the Recipient prior to receipt of said Confidential Information from the other party, as evidenced by written records;

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(iii) is properly obtained by the Recipient from a third party for use or disclosure without restriction and without breach of this Agreement, as evidenced by written records;

(iv) is independently developed by the Recipient without the benefit of said Confidential Information as evidenced by written records; or

(v) is required by law or regulatory agencies to be disclosed, in order to obtain patents or to gain or maintain approval to conduct clinical trials or to market product, but such disclosure may be only made to the extent reasonable necessary to obtain such patents or authorizations

IN WITNESS hereof, the parties through their authorized representatives have executed this Agreement as of the date first written above.

Aponetics Ltd.

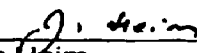
By:   
Montague W. Style,  
Chairman of the Board

Date: 17.02.2005

By:   
Dr. Alessandro Strebel  
Head of Business Development

Date: 17.2.2005

Basilea Pharmaceutica Ltd.

By:   
Jutta Heim,  
Chief Science Officer

Date: 16.2.05

By:   
Dr. Markus Probst  
Research Alliance Manager

Date: 15.2.05