

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Aptamera, Inc.	05/03/2007
RECEIVING PARTY DATA	
Name:	Antisoma Research Limited
Street Address:	West Africa House
Internal Address:	Hanger Lane, Ealing
City:	London
State/Country:	UNITED KINGDOM
Postal Code:	W5 3QR
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	10978032
Application Number:	09958251
CORRESPONDENCE DATA	
Fax Number:	(415)442-1001
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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Correspondent Name:	Morgan Lewis & Bockius LLP
Address Line 1:	3000 El Camino Real, Suite 300
Address Line 2:	2 Palo Alto Square
Address Line 4:	Palo Alto, CALIFORNIA 94306
ATTORNEY DOCKET NUMBER:	063105-5002-US
NAME OF SUBMITTER:	Ada O. Wong

Total Attachments: 3
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ASSIGNMENT

THIS ASSIGNMENT is made the **3** day of **MAY** Two thousand and seven.

BETWEEN

- (1) Aptamera, Inc. 640 S. 4th Street Suite 400, Louisville, Kentucky 40202, United States of America (hereinafter called "the Assignor") of the one part; and
- (2) Antisoma Research Limited West Africa House, Hanger Lane, Ealing, London W5 3QR (hereinafter called "the Assignee") of the other part.

WHEREAS

- (A) The Assignor is the beneficial owner of the Patents and Patent Applications set out in the appended schedule (hereinafter referred to as "the Patents").
- (B) The parties hereto have agreed that the Assignor's rights in the Patents should be transferred by the Assignor to the Assignee for the consideration hereinafter set forth.

NOW IT IS HEREBY AGREED

1. In consideration of the sum of £5 now paid by the Assignee to the Assignor (the receipt whereof is hereby acknowledged) the Assignor HEREBY ASSIGNS with full title guarantee absolutely and free from any licences, charges or other encumbrances:-
 - 1.1 all right, title and interest in and to the Patents (including any and all divisions, reissues, continuations and extensions thereof) to the intent that grant of any UK patents thereon shall be in the name of and shall vest in the Assignee TOGETHER WITH all the rights and powers arising or accrued therefrom including the right to sue for damages and other remedies in respect of any infringement of such rights or other rights within the scope of the claims of any published specification accompanying the Patents prior to the date hereof; and
 - 1.2 the right to apply for, prosecute and obtain patent or similar protection throughout the world in respect of any invention claimed in the Patents including the right to obtain 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.
2. The Assignor agrees that at the request of the Assignee it will at all times hereafter do all such acts and execute all such documents (including the making of or deposing to any declaration or oath) as may reasonably be necessary or desirable to secure the vesting in the Assignee of all rights assigned to the Assignee hereunder, to secure registration of this Assignment

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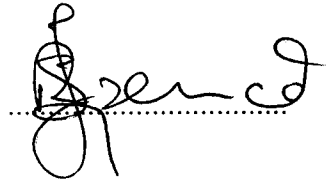
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at the United Kingdom Patent Office and to assist in the resolution of any question concerning the Patents.


3. The Assignor agrees that at the request and cost of the Assignee it will render all such assistance of which it is capable as may reasonably be required by the Assignee for the purpose of obtaining patents in respect of any invention claimed in the Patents ("any such Invention"), in support of any action for infringement of any patents granted in respect of any such Invention (whether or not pursuant to any of the Patents) and in any proceedings in which the validity of any such patents is put in issue.
5. The parties agree that this Assignment shall be governed by and construed in accordance with English law and hereby submit to the non-exclusive jurisdiction of the English Courts.

IN WITNESS of these matters this document has been executed by the parties on the date set out at the beginning of this Assignment.

Signed by)
)
duly authorised for and on behalf of)
)
Aptamera, Inc.)
)



Signed by)
)
duly authorised for and on behalf of)
)
Antisoma Research Limited)
)



NICHOLAS ADAMS
DIRECTOR OF BUSINESS
DEVELOPMENT

SCHEDULE

Patents and Applications entitled "Antiproliferative activity of G-rich oligonucleotides and method of using same to bind to nucleolin"

Country	Application Number	Publication Number
Australia	42129/00	AU 775412
Canada	2,370,000	
Europe	00921868.6	EP 1181304
Japan	2000-610866	
USA	10/978032	
USA	09/958251	