

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT						
NATURE OF CONVEYANCE:	Corrective Assignment to correct the receiving party name from Guilford Pharmaceuticals, Inc. to Guilford Pharmaceuticals Inc. previously recorded on Reel 022149 Frame 0974. Assignor(s) hereby confirms the full and exclusive right, title, and interest.						
CONVEYING PARTY DATA							
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Takashi Tsukamoto</td> <td>04/01/2003</td> </tr> <tr> <td>Barbara S. Slusher</td> <td>04/01/2003</td> </tr> </tbody> </table>		Name	Execution Date	Takashi Tsukamoto	04/01/2003	Barbara S. Slusher	04/01/2003
Name	Execution Date						
Takashi Tsukamoto	04/01/2003						
Barbara S. Slusher	04/01/2003						
RECEIVING PARTY DATA							
Name:	Guilford Pharmaceuticals Inc.						
Street Address:	6611 Tributary Street						
City:	Baltimore						
State/Country:	MARYLAND						
Postal Code:	21224						
PROPERTY NUMBERS Total: 1							
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Application Number:</td> <td>11830737</td> </tr> </tbody> </table>		Property Type	Number	Application Number:	11830737		
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Application Number:	11830737						
CORRESPONDENCE DATA							
Fax Number:	(202)942-5999						
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>							
Phone:	202-942-5000						
Email:	ip_docketing@aporter.com						
Correspondent Name:	Danielle M. Edwards						
Address Line 1:	Arnold & Porter LLP						
Address Line 2:	555 12th St, NW, Attn: IP Docketing Dept						
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20004-1206						
ATTORNEY DOCKET NUMBER:	70750.100						
NAME OF SUBMITTER:	Danielle M. Edwards						

CH \$40.00 11830737

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**PATENT
 REEL: 022543 FRAME: 0738**

Total Attachments: 5

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Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Takashi Tsukamoto	04/01/2003
Barbara S. Slusher	04/01/2003
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Address Line 4:	Washington, DISTRICT OF COLUMBIA 20004-1206
ATTORNEY DOCKET NUMBER:	20595.001/P30691US03
NAME OF SUBMITTER:	Danielle M. Edwards
Signature:	/danielle.m.edwards/
Date:	01/23/2009
Total Attachments: 3 source=assignment to Guilford#page1.tif source=assignment to Guilford#page2.tif source=assignment to Guilford#page3.tif	
RECEIPT INFORMATION	
EPAS ID:	PAT778385
Receipt Date:	01/23/2009
Fee Amount:	\$40

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ASSIGNMENT AND AGREEMENT

WHEREAS, **Takashi TSUKAMOTO** of 4534 Kingscup Court, Ellicott City, Maryland 21042 and **Barbara S. SLUSHER** of 7242 Longfield Drive, Kingsville, Maryland 21087 (hereinafter referred to singly and collectively as "ASSIGNOR") have invented a certain invention entitled **THIOLACTONES** (Atty. Dkt. No. 054707-1021) for which an application for United States Letters Patent was filed on March 3, 2003 as Application No. 60/450,648; and

WHEREAS, **GUILFORD PHARMACEUTICALS INC.**, a corporation duly organized and existing under the laws of the State of Delaware, and having its principal place of business at 6611 Tributary Street, Baltimore, Maryland 21224 (hereinafter referred to as "ASSIGNEE") is desirous of acquiring the entire interest therein;

NOW THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR has sold, assigned, and transferred, and by these presents hereby sells, assigns, and transfers, unto ASSIGNEE, its successors and assigns, the full and exclusive right, title, and interest in and to (a) the above-identified invention or inventions and all improvements and modifications thereof, (b) the above-identified application and all other applications for Letters Patent of the United States and countries foreign thereto for the above-identified invention or inventions and all improvements and modifications thereof, (c) all Letters Patent which may issue from said applications in the United States and countries foreign thereto, (d) all divisions, continuations, reissues, and extensions of said applications and Letters Patent, and (e) the right to claim for any of said applications the full benefits and priority rights under the International Convention and any other international agreement to which the United States adheres; such right, title, and interest to be held and enjoyed by ASSIGNEE, its successors and assigns, to the full end of the term or terms for which any and all such Letters Patent may be granted as fully and entirely as would have been held and enjoyed by ASSIGNOR had this Assignment not been made.

ASSIGNOR HEREBY AUTHORIZES AND REQUESTS the Commissioner of Patents and Trademarks to issue said Letters Patent to ASSIGNEE as assignee of the entire interest, for the sole use and benefit of ASSIGNEE, its successors and assigns.

ASSIGNOR HEREBY AGREES (a) to communicate to ASSIGNEE, its successors and assigns, or their representatives or agents, all facts and information known or available to ASSIGNOR respecting said invention or inventions, improvements, and modifications including evidence for interference, reexamination, reissue, opposition, revocation, extension, or infringement purposes or other legal, judicial, or administrative proceedings, whenever requested by ASSIGNEE; (b) to testify in person or by affidavit as required by ASSIGNEE, its successors and assigns, in any such proceeding in the United States or a country foreign thereto; (c) to execute and deliver, upon request by ASSIGNEE, all lawful papers including, but not limited to, original, divisional, continuation, and reissue

applications, renewals, assignments, powers of attorney, oaths, affidavits, declarations, depositions; and (d) to provide all reasonable assistance to ASSIGNEE, its successors and assigns, in obtaining and enforcing proper title in and protection for said invention or inventions, improvements, and modifications under the intellectual property laws of the United States and countries foreign thereto.

ASSIGNOR HEREBY REPRESENTS AND WARRANTS that ASSIGNOR has the full and unencumbered right to sell, assign, and transfer the interests sold, assigned, and transferred herein, and that ASSIGNOR has not executed and will not execute any document or instrument in conflict herewith.

ASSIGNOR HEREBY GRANTS to the law firm of **Foley & Lardner** the power and authority to insert in this Assignment any further identification which may be necessary or desirable to comply with the rules of the U.S. Patent and Trademark Office for recordation of this Assignment.

ASSIGNOR UNDERSTANDS AND AGREES that the attorneys and agents of the law firm of **Foley & Lardner** do not personally represent ASSIGNOR or ASSIGNOR's legal interests, but instead represent the interests of ASSIGNEE; since said attorneys and agents cannot provide legal advice to ASSIGNOR with respect to this Assignment, ASSIGNOR acknowledges its right to seek its own independent legal counsel.

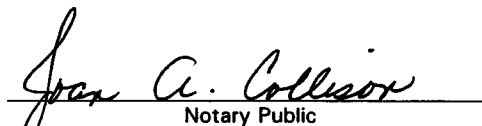
Executed this 1 day of April, 2003



TAKASHI TSUKAMOTO

State of Maryland)
County of Harford) ss.

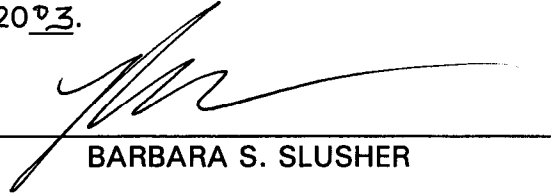
On this 1st day of April, 2003, before me, a notary public in and for said county, appeared TAKASHI TSUKAMOTO, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.


Notary Public

My Commission Expires: 3/1/04

(Seal)

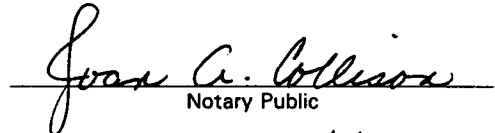
Executed this 1 day of APRIL, 2003.



BARBARA S. SLUSHER

State of Maryland)
County of Howard) ss.

On this 1st day of April, 2003, before me, a notary public in and for said county, appeared BARBARA S. SLUSHER, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.



Notary Public

My Commission Expires: 3/1/04

(Seal)