

# PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
Name	Execution Date
ChemBridge Research Laboratories, Inc.	12/20/2007
<b>RECEIVING PARTY DATA</b>	
Name:	ChemBridge Corporation
Street Address:	16981 Via Tazon, Suite G
City:	San Diego
State/Country:	CALIFORNIA
Postal Code:	92127
<b>PROPERTY NUMBERS Total: 1</b>	
Property Type	Number
Application Number:	11891604
<b>CORRESPONDENCE DATA</b>	
Fax Number:	(858)314-1150
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	858-314-1200
Email:	eabacig@jonesday.com
Correspondent Name:	Dale L. Rieger
Address Line 1:	222 East 41st Street
Address Line 4:	New York, NEW YORK 10017-6702
ATTORNEY DOCKET NUMBER:	122552-999007
NAME OF SUBMITTER:	Dale L Rieger
<b>Total Attachments: 11</b> source=17073-007-999_Assignment#page1.tif source=17073-007-999_Assignment#page2.tif source=17073-007-999_Assignment#page3.tif source=17073-007-999_Assignment#page4.tif source=17073-007-999_Assignment#page5.tif	

CH \$40.00 11891604

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**PATENT**  
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source=17073-007-999\_Assignment#page9.tif  
source=17073-007-999\_Assignment#page10.tif  
source=17073-007-999\_Assignment#page11.tif

**RECORDATION FORM COVER SHEET  
PATENTS ONLY**

Attorney Docket Number 17073-007-999

To the Director of the U.S. Patent and Trademark Office: Please record the attached original documents or the new address(es) below

<p>1. Name of conveying party(ies): ChemBridge Research Laboratories, Inc.</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies):</p> <p>Name: <u>ChemBridge Corporation</u></p> <p>Address: <u>16981 Via Tazon, Suite G</u> <u>San Diego, CA 92127</u></p> <p>Country (if other than USA): _____ Zip Code: _____</p> <p>Additional name(s) &amp; address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>								
<p>3. Nature of conveyance:</p> <p><input checked="" type="checkbox"/> Assignment                      Merger</p> <p>Security Agreement                      Change of Name</p> <p>Joint Research Agreement</p> <p>Government Interest Assignment</p> <p>Executive Order 9424, Confirmatory License</p> <p>Other _____</p> <p>Execution Date: <u>December 20, 2007</u></p>									
<p>4. Application number(s) or patent number(s):                      This document is being filed together with a new application.</p> <p>A. Patent Application No.(s) 11/891,604                      B. Patent No.(s) _____</p> <p>Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>									
<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>JONES DAY 222 East 41st Street New York, New York 10017-6702</p>	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:70%;">6. Number of applications and patents involved:</td> <td style="width:30%; text-align: center;">1</td> </tr> <tr> <td colspan="2">7. Total fee (37 CFR 3.41):.....\$40.00 Please charge to the deposit account listed in Section 8.</td> </tr> <tr> <td colspan="2">8. Deposit account number: <u>50-3013</u></td> </tr> </table>	6. Number of applications and patents involved:	1	7. Total fee (37 CFR 3.41):.....\$40.00 Please charge to the deposit account listed in Section 8.		8. Deposit account number: <u>50-3013</u>			
6. Number of applications and patents involved:	1								
7. Total fee (37 CFR 3.41):.....\$40.00 Please charge to the deposit account listed in Section 8.									
8. Deposit account number: <u>50-3013</u>									
<b>DO NOT USE THIS SPACE</b>									
<p>9. Statement and signature.</p> <p><i>To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.</i></p> <table style="width:100%; margin-top: 20px;"> <tr> <td style="width:30%; border-bottom: 1px solid black;">Dale L. Rieger</td> <td style="width:10%; border-bottom: 1px solid black;">43,045</td> <td style="width:30%; border-bottom: 1px solid black;"></td> <td style="width:30%; border-bottom: 1px solid black;">April 24, 2009</td> </tr> <tr> <td>Name of Person Signing</td> <td>Reg. No.</td> <td>Signature</td> <td>Date</td> </tr> </table>		Dale L. Rieger	43,045		April 24, 2009	Name of Person Signing	Reg. No.	Signature	Date
Dale L. Rieger	43,045		April 24, 2009						
Name of Person Signing	Reg. No.	Signature	Date						
Total number of pages including cover sheet: <span style="border: 1px solid black; padding: 2px 5px;">11</span>									

Mail documents to be recorded with required cover sheet information to:  
 Mail Stop Assignment Recordation Services  
 Director of the United States Patent and Trademark Office  
 P.O. Box 1450  
 Alexandria, VA 22313-1450  
 Or fax documents to Fax No.: 571-273-0140

**ANNEX I**

**RESOLUTIONS OF THE  
BOARD OF DIRECTORS OF  
CHEMBRIDGE RESEARCH LABORATORIES, INC.**

**APPROVAL OF ASSET PURCHASE AGREEMENT**

**WHEREAS**, the Board believes it to be in the best interests of the Company to enter into an Asset Purchase Agreement, substantially in the form attached hereto as **Exhibit A** (the "**Purchase Agreement**"), with ChemBridge Corporation, an Illinois corporation ("**Buyer**"), pursuant to which Buyer will purchase from the Company the Transferred Assets (as defined in the Purchase Agreement) in exchange for in cash (the "**Acquisition**").

**NOW, THEREFORE, BE IT RESOLVED**, that the Purchase Agreement and the Acquisition contemplated thereby be, and they hereby are, approved;

**RESOLVED FURTHER**, that the officers of the Company be, and they hereby are, authorized and directed, for and on behalf of the Company, to execute and deliver the Purchase Agreement, and any and all other agreements, certificates or documents required or contemplated by the Purchase Agreement or determined by any such officer to be necessary or appropriate to effectuate the Acquisition (the "**Acquisition Documents**"), and to take all actions deemed necessary or appropriate to cause the Company's obligations thereunder to be performed;

**RESOLVED FURTHER**, that the officers of the Company be, and they hereby are, authorized and directed, for and on behalf of the Company, to negotiate or otherwise cause such additions, modifications, amendments or deletions to be made to any of the Acquisition Documents and such other agreements, certificates or documents, as any such officer may approve, and the execution and delivery thereof by any officer of the Company shall be deemed conclusive evidence of the approval of any such addition, modification, amendment or deletion; and

**RESOLVED FURTHER**, that all prior actions taken by the officers of the Company with respect to the preparation and negotiation of each of the Acquisition Documents and otherwise in connection with the transactions contemplated by the Acquisition Documents, be and each of them hereby is, authorized, ratified and approved.

**GENERAL AUTHORIZING RESOLUTION**

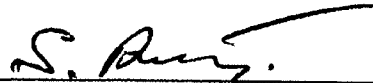
**RESOLVED**, that the officers of the Company be, and each of them hereby is, authorized and directed, for and on behalf of the Company, to take such further action and execute and deliver such additional documents as each may deem necessary or appropriate to carry out the purposes of the above resolutions.

**ACTION BY UNANIMOUS WRITTEN CONSENT  
OF THE BOARD OF DIRECTORS OF  
CHEMBRIDGE RESEARCH LABORATORIES, INC.**

The undersigned, constituting all of the members of the Board of Directors (the "**Board**") of ChemBridge Research Laboratories, Inc., a California corporation (the "**Company**"), pursuant to Section 307(b) of the California General Corporation Law, hereby adopt, by unanimous written consent, the resolutions attached hereto as ANNEX I.

This Action by Unanimous Written Consent may be signed in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute one instrument. Delivery of an executed counterpart by facsimile transmission shall be as effective as delivery of a manually signed counterpart. This Action by Unanimous Written Consent shall be filed with the minutes of the proceedings of the Board of Directors of the Company.

IN WITNESS WHEREOF, the undersigned have executed this Action by Unanimous Written Consent as of December 20, 2007.



SERGEY ALTSHTEYN

NELSON L. LEVY



EUGENE VAISBERG



GALA VAISBERG

**ACTION BY UNANIMOUS WRITTEN CONSENT  
OF THE BOARD OF DIRECTORS OF  
CHEMBRIDGE RESEARCH LABORATORIES, INC.**

The undersigned, constituting all of the members of the Board of Directors (the "*Board*") of ChemBridge Research Laboratories, Inc., a California corporation (the "*Company*"), pursuant to Section 307(b) of the California General Corporation Law, hereby adopt, by unanimous written consent, the resolutions attached hereto as ANNEX I.

This Action by Unanimous Written Consent may be signed in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute one instrument. Delivery of an executed counterpart by facsimile transmission shall be as effective as delivery of a manually signed counterpart. This Action by Unanimous Written Consent shall be filed with the minutes of the proceedings of the Board of Directors of the Company.

IN WITNESS WHEREOF, the undersigned have executed this Action by Unanimous Written Consent as of December 20, 2007.

\_\_\_\_\_  
SERGEY ALTSHEYN

  
\_\_\_\_\_  
NELSON L. LEVY

\_\_\_\_\_  
EUGENE VAISBERG

\_\_\_\_\_  
GALA VAISBERG

**EXHIBIT A**  
**ASSET PURCHASE AGREEMENT**

## ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "*Agreement*") is made and entered into as of December 20, 2007, by and between CHEMBRIDGE RESEARCH LABORATORIES, INC., a California corporation ("*Seller*") and CHEMBRIDGE CORPORATION, an Illinois corporation ("*Buyer*" and, together with Seller, the "*Parties*").

### RECITAL

WHEREAS, Buyer desires to acquire from Seller, and Seller desires to sell to Buyer, the Transferred Assets (as defined below), upon the terms and subject to the conditions set forth in this Agreement.

### AGREEMENT

NOW, THEREFORE, the Parties, for good and valuable consideration, the receipt and sufficiency of which is acknowledged and agreed, hereby agree as follows:

1. **Asset Transfer.** At the Closing, Seller hereby irrevocably sells, conveys, transfers and assigns to Buyer all of its right, title and interest in and to the following (the "*Transferred Assets*"):

1.1 all assay components, biological materials, cell lines, clinical data, chemical compositions or structures, databases and data collections, diagrams, formulae, inventions (whether or not patentable), know-how, logos, marks (including brand names, product names, logos, and slogans), methods, processes, proprietary information, protocols, schematics, specifications, software, software code (in any form including source code and executable or object code), subroutines, test results, test vectors, user interfaces, techniques, URLs, web sites, works of authorship, and other forms of intellectual property (whether or not embodied in any tangible form and including all tangible embodiments of the foregoing such as instruction manuals, laboratory notebooks, prototypes, samples, studies, and summaries) set forth on Exhibit A hereto (the "*Intellectual Property*");

1.2 all rights of the following types, which may exist or be created under the laws of any jurisdiction in the world: (a) rights associated with works of authorship, including exclusive exploitation rights, copyrights, moral rights, and mask works; (b) trademark and trade name rights and similar rights; (c) trade secret rights; (d) patents and industrial property rights; (e) other proprietary rights in Intellectual Property of every kind and nature; and (f) all registrations, renewals, extensions, continuations, divisions, or reissues of, and applications for, any of the rights referred to in clauses (a) through (e) above set forth on Exhibit A hereto (the "*Intellectual Property Rights*").

1.3 any and all licenses with respect to any of the assets listed on Exhibit A and any and all claims by Seller against third parties for past, present and future infringements with respect to the Intellectual Property and the Intellectual Property Rights.



The assets described in Sections 1.2-1.4 above, together with all advances and enhancements to any of such assets, and all licenses, whether exclusive or otherwise, with respect to any of such assets shall be collectively referred to as the "*Transferred Intellectual Property*". All assets of Seller not specifically identified pursuant to Sections 1.1-1.4 above shall not be transferred to Buyer, shall be excluded from the definition of Transferred Assets and shall remain the property of Seller.

2. **Consideration.** As the sole consideration for the transfer of the Transferred Assets, at the Closing, Buyer shall deliver to Seller a total of \_\_\_\_\_ in cash (the "*Purchase Price*").

3. **Representations and Warranties of Buyer.** Buyer represents and warrants, to and for the benefit of Seller, as follows:

3.1 **Organization and Standing.** Buyer has been duly organized under the laws of its jurisdiction of incorporation, and is validly existing and in good standing under such laws. Buyer has the requisite power and authority to own, lease and operate its assets and property and to carry on its business as presently conducted.

3.2 **Authority.** Buyer has the requisite power and authority to enter into this Agreement and to perform Buyer's obligations hereunder. This Agreement has been duly executed and delivered by Buyer, and constitutes a legal, valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms, except as limited by (a) bankruptcy, insolvency, reorganization, moratorium or other similar laws, or by equitable principles relating to or limiting the rights of creditors generally and (b) limitations imposed by law or equitable principles upon the availability of specific performance, injunctive relief or other equitable remedies.

3.3 **No Conflicts.** The execution, delivery and performance by Buyer of this Agreement will not conflict with, or result in any default under, the terms of any material agreement, mortgage, order, judgment or decree applicable to Buyer or to which Buyer is a party.

4. **Representations and Warranties of Seller.** Seller represents and warrants, to and for the benefit of Buyer, as follows:

4.1 **Organization and Standing.** Seller has been duly organized under the laws of its jurisdiction of incorporation, and is validly existing and in good standing under such laws. Seller has the requisite power and authority to own, lease and operate its assets and property and to carry on its business as presently conducted.

4.2 **Authority.** Seller has the requisite power and authority to enter into this Agreement, to perform Seller's obligations hereunder and to sell, convey, transfer and assign the Transferred Assets to Buyer in accordance herewith. This Agreement has been duly executed and delivered by Seller, and constitutes a legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its terms, except as limited by (a) bankruptcy, insolvency, reorganization, moratorium or other similar laws, or by equitable principles relating to or limiting the rights of creditors generally and (b) limitations imposed by law or equitable

principles upon the availability of specific performance, injunctive relief or other equitable remedies.

**4.3 No Conflicts.** The execution, delivery and performance by Seller of this Agreement will not conflict with, or result in any default under, the terms of any material agreement, mortgage, order, judgment or decree applicable to Seller or the Transferred Assets or to which Seller is a party.

**4.4 Ownership.** Seller is the sole owner in the United States and throughout the world of the entire right, title and interest in and to each of the items constituting the Transferred Assets respectively, free from any mortgage, pledge, lien, security interest, assignment, charge or other encumbrance, whether recorded or unrecorded, including, without limitation, licenses and covenants not to sue.

**5. "As Is" Condition; Limited Warranties.** Except as specifically provided in Section 4 above, all Transferred Assets shall be transferred on an "as is" basis, without any representations or warranties as to the condition or adequacy of such Transferred Assets, and Seller disclaims all warranties, whether written or oral, express or implied, including without limitation, the implied warranties of merchantability and fitness for a particular purpose, and the implied warranties against interference and infringement.

**6. TRANSFER TAXES.** Buyer shall pay any sales taxes, use taxes, transfer taxes, documentary charges, recording fees or similar taxes, charges, fees or expenses that may become payable in connection with the transfer of the Transferred Assets to Buyer (collectively, the "*Transfer Taxes*"). The Parties shall cooperate with each other and use commercially reasonable efforts to minimize such Transfer Taxes.

**7. BULK TRANSFER LAWS.** The Parties acknowledge that Seller has not taken, and does not intend to take, any action required to comply with any applicable bulk sale or bulk transfer laws, and Buyer hereby waives compliance by Seller with any applicable bulk sale or bulk transfer laws or similar laws of any jurisdiction in connection with the transfer of the Transferred Assets to Buyer.

**8. Closing.**

**8.1** The closing of the transactions contemplated by this Agreement (the "*Closing*") shall take place at 10:00 a.m. on the date hereof at the offices of the Buyer.

**8.2** At the Closing, Seller shall deliver to Buyer such bills of sale and other documents as may be reasonably requested by Buyer or required under applicable law, duly executed by Seller and evidencing the transfer of the Transferred Assets to such Buyer.

**8.3** At the Closing, Buyer shall deliver to Seller the Purchase Price and such assumption agreements or other documents as may be reasonably requested by Seller or required under applicable law, duly executed by Buyer.

**9. Miscellaneous.**

**9.1 Entire Agreement; Binding Effect.** This Agreement constitutes the entire agreement of the parties hereto related to the subject matter hereof, and supersedes all prior agreements between the parties, whether written or oral, related to such subject matter. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties.

**9.2 Amendment; Waiver.** Neither this Agreement nor any term hereof may be amended, waived, discharged or terminated other than by a written instrument signed by the party against whom enforcement of such amendment, waiver, discharge or termination is sought.

**9.3 Governing Law.** This Agreement shall be governed by and construed under the laws of the State of California as applied to agreements among California residents, made and to be performed entirely within the State of California.

**9.4 Counterparts; Facsimile.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile signatures shall be as effective as original signatures.

**9.5 Further Assurances.** Each party hereto agrees to execute and deliver, or cause to be executed and delivered, such further instruments or documents or take such other actions as may be reasonably necessary to consummate the transactions contemplated by this Agreement.

**9.6 Severability.** In the event that any provision of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, this Agreement shall continue in full force and effect without said provision; provided that no such severability shall be effective if it materially changes the economic benefit of this Agreement to any Party.

**[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, the parties hereto have executed this ASSET PURCHASE AGREEMENT as of the date first written above.

"Seller"

CHEMBRIDGE RESEARCH LABORATORIES, INC.

By: 

Name: Eugene Vaisberg

Title: CEO

"Buyer"

CHEMBRIDGE CORPORATION

By: 

Name: Eugene Vaisberg

Title: CEO

[SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT]

Exhibit A  
Asset Purchase Agreement-Intellectual Property Rights

Patent granted:

3/29/05  
Patent No. US 6,872,827 B2  
Somatostatin Analogue Compounds  
Webb et al

Provisional Application for Patents:  
Patent Application: 20070128633  
Filed: 10/11/06  
Published 6-7-07  
Cell Free Protein Expression Systems and Methods of Use Thereof  
Zozulya, Sergey Aleseevich; McGrath; Douglas Eric

2007  
2007056155  
Heterocyclic Compounds as tyrosine kinase modulators and their preparation, pharmaceutical compositions and use in the treatment of disorders.  
Vlad Gregor et al.

2008  
2008021369  
Tricyclic compound derivatives useful in the treatment of neoplastic diseases, inflammatory disorders and immunomodulatory disorders  
Vlad Gregor et al.

2008  
No. 61/038,032  
Novel Tyrosine Kinase Inhibitors  
Vlad Gregor et al.

Trademark:

KINOMESELECT  
Filed: August 22, 2005  
Serial number: 78697497