

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Sunesis Pharmaceuticals, Inc.	03/13/2009
RECEIVING PARTY DATA	
Name:	SARcode Corporation
Street Address:	343 Sansome Street
Internal Address:	Suite 505
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94104
PROPERTY NUMBERS Total: 3	
Property Type	Number
Application Number:	10982463
Application Number:	11978388
Application Number:	11934049
CORRESPONDENCE DATA	
Fax Number:	(650)493-6811
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	650-493-9300
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Correspondent Name:	Mai Pham
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Address Line 4:	Palo Alto, CALIFORNIA 94304
ATTORNEY DOCKET NUMBER:	32411-706
NAME OF SUBMITTER:	Mai Pham
Total Attachments: 2	

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**PATENT
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PATENT ASSIGNMENT

Docket Number:

WHEREAS, Sunesis Pharmaceuticals, Inc., a Delaware corporation (hereinafter "Assignor"), owns the patents and applications set forth on Annex A hereto;

WHEREAS, SARcode Corporation, a Delaware corporation, having a place of business at 343 Sansome Street, Suite 505, San Francisco, CA 94104, (hereinafter "Assignee") and Assignor are parties to that certain Intellectual Property Assignment and License Termination Agreement dated as of March 6, 2009 (the "Acquisition Agreement"), pursuant to which Assignor has agreed to assign, and Assignee has agreed to acquire, all the right, title and interest in and to the patents and patent applications set forth on Annex A, and all patents and patent applications filed by Assignee claiming any Sunesis LFA-1 Know-How and/or any other Sunesis LFA-1 Intellectual Property (as such capitalized terms are defined in the Acquisition Agreement) together with all additions, divisions, continuations, continuations-in-part, substitutions, reissues, re-examinations, extensions, registrations, patent term extensions, supplemental protection certificates, renewals, and the like with respect to any of the foregoing (collectively, the "Patents").

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Assignor to have been received in full from said Assignee:

1. Said Assignor does hereby sell, assign, transfer and convey unto said Assignee its entire right, title and interest (a) in and to said Patents, including the right to claim priority to said Patents, and including all Patents filed in the United States and corresponding non-United States Patent(s), including those filed under the Paris Convention for the Protection of Industrial Property, The Patent Cooperation Treaty, or otherwise; (b) in and to any and all Patent(s) granted on applications in the Patents in the United States, in any foreign country, or under any international convention, agreement, protocol, or treaty, including each and every application filed and any and all Patent(s) granted on any application which is a divisional, substitution, continuation, or continuation-in-part of any of Patent; and (c) in and to each and every reissue, reexamination, or extensions of any of said Patent(s).

2. Assignor hereby covenants and agrees to provide to Assignee, and/or its designee, as reasonably requested by Assignee and at Assignee's expense (including reasonable attorney's fees and other reasonable legal expenses), full cooperation and assistance (including the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documentation as may be reasonably required): (i) in order to allow Assignee to apply for, register, obtain, maintain, defend, and enforce the Patents and/or its rights therein, in any and all countries; (ii) in connection with the prosecution or defense of any interference, opposition, re-examination, reissue, infringement, declaratory judgment, or other judicial or legal administrative proceedings that may arise in connection with any such Patents (including the validity and/or enforceability thereof) (including testifying as to any facts, production of any documents, responses to any requests or demands relating to any such Patents); and/or (iii) in order to perfect the delivery, assignment, and conveyance to Assignee, its successors, assigns, and nominees, of the entire right, title, and interest in and to any and all Patents.

3. Without limiting Section 2 above, Assignor agrees that, if Assignee (and/or its designee) is unable to secure the signature of Assignor, or any of its relevant current or former employees and/or contractors after using reasonable efforts to do so (including providing written notice to Assignor or such employee or contractor, as applicable), that Assignee may deem reasonably necessary or useful in order to allow Assignee to apply for, register, obtain, maintain, defend, and enforce the Patents and/or its rights therein or to conduct any of the other activities described in Section 2 above, then Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as Assignor's agent and attorney-in-fact, to act for and on Assignor's behalf to execute and file any papers and oaths and to do all other lawfully permitted acts with respect to such rights (including the authority to exercise any grant of agency or power of attorney that Assignor may hold or have been granted, including by Assignor's relevant current or former employees and/or contractors) to further the prosecution, issuance, maintenance and enforcement of such Patents with the same legal force and effect as if executed by Assignor or such employee or contractor, as applicable. This power of attorney shall be deemed coupled with an interest, and shall be irrevocable.


4. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon the Assignor, its successors, assigns and other legal representatives.

5. Said Assignor hereby warrants and represents that the Assignor has not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

6. Said Assignor hereby requests that any Patent(s) issuing in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, be issued in the name of the Assignee, or its successors and assigns, for the sole use of said Assignee, its successors, legal representatives and assigns.


IN WITNESS WHEREOF, said Assignor has executed and delivered this instrument to said Assignee as of the date written below.

Date: 3/13/09

SUNESIS PHARMACEUTICALS, INC
By: 
Name: Eric Bjerkholt
Title: Sr. VP & CFO

RECEIVED AND AGREED TO BY SARCODE CORPORATION:

Date: 3/16/09

By: 
Name: TOM GADEK
Title: CEO

ANNEX A

Country	Appln No.	Filed	Publn No.	Published	Patent No.	Granted	Status
US	60/372,672	15-Apr-02					Expired
US	60/390,527	21-Jun-02					Expired
US	60/462,640	14-Apr-03					Expired
US	60/517,535	5-Nov-03					Expired
US	60/560,517	8-Apr-04					Expired
US	10/982,463	5-Nov-04	2005-0267098	1-Dec-05	7,314,938	1-Jan-08	Granted
US	11/978,388	29-Oct-07	2008-0176896	24-Jul-08			Pending
US	11/934,049	1-Nov-07	2008-0182839	31-Jul-08			Pending
PCT	PCT/US04/36942	5-Nov-04	WO 2005/044817	19-May-05			Nat'l Phase
Australia	2004287875	5-Nov-04					Pending
Canada	2,544,678	5-Nov-04					Pending
China	0480039802.8	5-Nov-04	1902195A	24-Jan-07			Pending
EPO	04810406.1	5-Nov-04	1682537	26-Jul-06			Pending
Hong Kong	07102904.4	19-Mar-07	1095815	18-May-07			Pending
India	1233/KOLNP	5-Nov-04					Pending
Japan	06-539668	5-Nov-04	2007-513081	24-May-07			Pending