

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Duncan Walker	09/14/2009
RECEIVING PARTY DATA	
Name:	Sunesis Pharmaceuticals, Inc.
Street Address:	395 Oyster Point Boulevard
City:	South San Francisco
State/Country:	CALIFORNIA
Postal Code:	94080
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	11991349
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ATTORNEY DOCKET NUMBER:	11731-012-999
NAME OF SUBMITTER:	Megha Bhumralkar
Total Attachments: 1 source=DOC044#page1.tif	

CH \$40.00 11991349

ASSIGNMENT

WHEREAS, I, Duncan Walker, ASSIGNOR, citizen of the United States, residing at 703 Fourmile Canyon Drive, Boulder, CO 80302, am the inventor of the invention in METHODS OF USING (+)-1,4-DIHYDRO-7-[(3S,4S)-3-METHOXY-4-(METHYLAMINO)-1-PYRROLIDINYL]-4-OXO-1-(2-THIAZOLYL)-1,8-NAPHTHYRIDINE-3-CARBOXYLIC ACID FOR TREATMENT OF CANCER for which I have executed an application for a Patent of the United States

- Which is identified by Jones Day docket no. 011731-0012-999
Which was filed on February 29, 2008, Application No. 11/991,349
I hereby authorize and request attorney(s), at Jones Day, to insert here in parentheses (Application number, filed) the filing date and application number of said application when known.

and WHEREAS, SUNESIS PHARMACEUTICALS, INC., and existing under the laws of the state of California, and having an office for the transaction of business at 395 Oyster Point Boulevard, South San Francisco, CA 94080, ASSIGNEE, is desirous of obtaining our entire right, title and interest in, to and under the said invention and the said application:

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt of which is hereby acknowledged, I, the said ASSIGNOR, have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto the said ASSIGNEE, its successors, legal representatives and assigns, my entire right, title and interest in, to and under the said invention, and the said United States application and all divisions, renewals and continuations thereof, and all Patents of the United States which may be granted thereon and all reissues and extensions thereof; and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, and designs which may hereafter be filed for said invention in any country or countries foreign to the United States, together with the right to file such applications and the right to claim for the same the priority rights derived from said United States application under the Patent Laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all forms of industrial property protection, including, without limitation, patents, utility models, inventors' certificates and designs which may be granted for said invention in any country or countries foreign to the United States and all extensions, renewals and reissues thereof;

AND I HEREBY authorize and request the Commissioner for Patents and any Official of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to the said ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND I HEREBY covenant and agree that I have full right to convey the entire interest herein assigned, and that I have not executed, and will not execute, any agreement in conflict herewith.

AND I HEREBY further covenant and agree that I will communicate to the said ASSIGNEE, its successors, legal representatives and assigns, any facts known to me respecting said invention, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing, reissue and foreign applications, make all rightful oaths, and generally do everything possible to aid the said ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper protection for said invention in all countries.

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 14 day of September, 2009.

[Signature] L.S.
Duncan Walker

State of Colorado)
) SS.:
County of Boulder)

On 14 September, 2009 before me, Susan E. Elsberry, Notary Public, personally appeared Duncan Walker, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature] (Seal)

