

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
LI-XI YANG	11/25/2003
RECEIVING PARTY DATA	
Name:	CALIFORNIA PACIFIC MEDICAL CENTER
Street Address:	2200 WEBSTER STREET
Internal Address:	SUITE 514
City:	SAN FRANCISCO
State/Country:	CALIFORNIA
Postal Code:	94115
Name:	CATHOLIC HEALTHCARE WEST DBA ST. MARY'S MEDICAL CENTER OF SAN FRANCISCO
Street Address:	1700 MONTGOMERY STREET
Internal Address:	SUITE 300
City:	SAN FRANCISCO
State/Country:	CALIFORNIA
Postal Code:	94111
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12016926
CORRESPONDENCE DATA	
Fax Number:	(650)949-2065
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	6503052699
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Correspondent Name:	Gerald F. Swiss
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OP \$40.00 12016926

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**PATENT
 REEL: 023715 FRAME: 0207**

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ATTORNEY DOCKET NUMBER:	056367-0205
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NAME OF SUBMITTER:	Gerald F. Swiss
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Total Attachments: 2 source=assignment#page1.tif source=assignment#page2.tif
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ASSIGNMENT
(Sole)

Li-Xi Yang residing at 15 Springfield Drive, San Francisco, CA 94132 (referred to as "Assignor") has made an invention(s) (the "Invention(s)") set forth in an application for patent of the United States, entitled **PODOPHYLLOTOXIN DERIVATIVES**, and which is a:

- (1) ☐ provisional application
 - (a) ☐ to be filed herewith; or
 - (b) ☐ bearing Application No. , and filed on ; or
- (2) ☒ non-provisional application
 - (a) ☐ to be filed herewith; or
 - (b) ☒ bearing Application No. 10/612,240, and filed on July 1, 2003.

WHEREAS, California Pacific Medical Center, a corporation duly organized under and pursuant to the laws of California, and having its principal place of business at 2200 Webster Street, Suite 514, San Francisco, CA 94115; and Catholic Healthcare West, doing business as St. Mary's Medical Center of San Francisco, and having its principal place of business at 1700 Montgomery Street, Suite 300, San Francisco, CA 94111 (jointly referred to as the "Assignees"), are desirous of jointly acquiring the entire right, title, and interest in: the Invention(s); the application for patent identified in paragraph (1) or (2); the right to file applications for patent of the United States or other countries on the Invention(s); any application(s) for patent of the United States or other countries claiming priority to these application(s); any provisional or other right to recover damages, including royalties, for prior infringements of these applications; and any patent(s) of the United States or other countries that may be granted therefor or thereon.

NOW, THEREFORE, for good and sufficient consideration, the receipt of which is hereby acknowledged, and to the extent that the Assignor has not done so already via a prior agreement with the Assignees, or if the Assignor has already done so via a prior agreement with the Assignees then in confirmation of any obligation to do so in said prior agreement, the Assignor has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over, unto the Assignees, their successors, legal representatives, and assigns, the Assignor's entire right, title, and interest in:

- (a) the Invention(s);
- (b) the application for patent identified in paragraph (1) or (2);
- (c) the right to file applications for patent of the United States or other countries on the Invention(s), including all rights under the Paris Convention for the Protection of Industrial Property and under the Patent Cooperation Treaty;

(d) any application(s) for patent of the United States or other countries claiming the Invention(s);

(e) any application(s) for patent of the United States or other countries claiming priority to the application for patent identified in paragraph (1) or (2) or any application(s) for patent claiming the Invention(s), including any division(s), continuation(s), and continuation(s)-in-part; and

(f) any provisional or other right to recover damages, including royalties, for prior infringements of any application for patent identified in the proceeding paragraphs (b)-(e); and

(g) any patent(s) of the United States or other countries that may be granted for or on any application for patent identified in the preceding paragraphs (b) – (e), including any reissue(s) and extension(s) of said patent(s).

The above-granted rights, titles, and interests are to be held and enjoyed by the Assignees, for their own use and behalf and the use and behalf of the successors, legal representatives, and assigns, as fully and entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made.

The Assignor hereby represents to the Assignees, the successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, or if applicable, at such time said prior agreement was executed, the Assignor is a lawful owner of an undivided interest in the entire right, title, and interest in and to the Invention(s), that the Invention(s) are unencumbered, except, if applicable, by obligation to assign in accordance with said prior agreement, and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner set forth herein.

The Assignor hereby covenants and agrees to and with the Assignees, the successors, legal representatives, and assigns, that the Assignor will sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done in connection with any and all proceedings for the procurement, maintenance, enforcement and defense of the Invention(s), said applications, and said patents, including interference proceedings, without charge to the Assignees, the successors, legal representatives, and assigns, but at the cost and expense of the Assignee, the successors, legal representatives, and assigns.

The Assignor hereby requests the Commissioner of Patents to issue said patents of the United States to the Assignee for the sole use and behalf of the Assignees, the successors, legal representatives, and assigns.

Date: 11/25/03

By: _____


Li-Xi Yang