

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
Carnot Therapeutics Inc.	05/07/2010
RECEIVING PARTY DATA	
Name:	Sunesis Pharmaceuticals, Inc.
Street Address:	395 Oyster Point Boulevard, Suite 400
City:	South San Francisco
State/Country:	CALIFORNIA
Postal Code:	94080
PROPERTY NUMBERS Total: 4	
Property Type	Number
Application Number:	61039422
Application Number:	61045265
Application Number:	61048545
PCT Number:	US0938276
CORRESPONDENCE DATA	
Fax Number:	(415)693-2222
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	4156932440
Email:	crhem@cooley.com
Correspondent Name:	Cooley LLP
Address Line 1:	101 California Street, 5th Floor
Address Line 4:	San Francisco, CALIFORNIA 94111
ATTORNEY DOCKET NUMBER:	306437-100
NAME OF SUBMITTER:	C. Rhem
Total Attachments: 4	

CH \$160.00 61039422

501171220

**PATENT
 REEL: 024359 FRAME: 0376**

source=Document#page1.tif
source=Document#page2.tif
source=Document#page3.tif
source=Document#page4.tif

PATENT SECURITY AGREEMENT

This Patent Security Agreement ("*Agreement*") is entered into as of May 7, 2010 by and between Carmot Therapeutics Inc., a Delaware corporation ("*Grantor*") and Sunesis Pharmaceuticals, Inc., a Delaware corporation ("*Secured Party*").

WITNESSETH:

WHEREAS, Grantor and Secured Party are parties to that certain Convertible Secured Promissory Note dated as of February 5, 2010 (as the same may from time to time be amended, restated, supplemented or modified, the "*Note*") pursuant to which Grantor promises to pay to Secured Party the aggregate principal amount of \$125,000 on the terms set forth therein; and

WHEREAS, Grantor and Secured Party desire to record the agreement of the below described security interest in the Sunesis FBLD Patents (as defined in the License Agreement dated as of February 5, 2010 between Grantor and Secured Party (the "*License Agreement*")) listed on the attached Exhibit A by entering into and recording this Patent Security Agreement with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. Defined Terms. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Note or the License Agreement.
2. Grant of Security Interest in Patents. Grantor hereby grants to Secured Party a first priority security interest in Grantor's interest in the Sunesis FBLD Patents (as defined in the License Agreement) listed on the attached Exhibit A and Grantor's rights in any proceeds and products thereof (collectively, the "*Collateral*").
3. Security Agreement. The security interests granted pursuant to this Patent Security Agreement are granted in conjunction with the security interests granted to Secured Party pursuant to the Note. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Collateral made and granted hereby are more fully set forth in the Note, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.
4. Further Acts. Grantor agrees that it will assist Secured Party, at the request of Secured Party, in making such filings or taking such other actions (including, without limitation, the execution of such documents) as may be necessary or advisable for Secured Party to perfect its security interest hereunder (including, without limitation, executing such United States Patent and Trademark Office documents as Secured Party requests). If Grantor shall be in default of the terms of the Note, Secured Party shall have the rights and remedies of a secured party under the Uniform Commercial Code of California and any other applicable laws now or hereafter existing, all such rights and remedies being cumulative, not exclusive, and enforceable alternatively, successively or concurrently, at such time or times as Secured Party deems

expedient. The Secured Party may record this Patent Security Agreement, an abstract thereof, or any other document describing Secured Party's interest in the Collateral with the United States Patent and Trademark Office. In addition, Grantor authorizes Secured Party to file financing statements describing the Collateral in any Uniform Commercial Code filing office deemed appropriate by Secured Party.

5. Authorization to Supplement. If Grantor shall obtain rights to any additional Sunesis FBLD Patents (as defined in the License Agreement), the provisions of this Patent Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Secured Party with respect to any such new patent rights. Without limiting Grantor's obligations under this Section 5, Grantor hereby authorizes Secured Party unilaterally to modify this Patent Security Agreement by amending Exhibit A to include any such new patent rights of Grantor, which become part of the Collateral under the Note. Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend Exhibit A shall in any way affect, invalidate or detract from Secured Party's continuing security interest in all Collateral, whether or not listed on Exhibit A.

6. Binding Effect. This Patent Security Agreement shall be binding upon, inure to the benefit of and be enforceable by Grantor, Secured Party and their respective successors and assigns. Neither party to this Agreement may assign, transfer, hypothecate or otherwise convey its rights, benefits, obligations or duties hereunder except to permitted assignees of the Note.

7. Termination. Upon payment and performance in full of all obligations of Grantor to Secured Party under the Note, the security interests created by this Patent Security Agreement shall terminate and Secured Party (at Grantor's expense) shall promptly execute and deliver to Grantor such documents and instruments reasonably requested by Grantor as shall be necessary or useful to evidence termination of all such security interests given by Grantor to Secured Party hereunder, including without limitation, cancellation of this Patent Security Agreement by written notice from Secured Party to the United States Patent and Trademark Office.


8. Notices. All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the Note.

9. Governing Law. This Patent Security Agreement shall be governed by, and construed in accordance with, the law of the State of California, except as required by mandatory provisions of law or to the extent the perfection or priority of the security interests hereunder, or the remedies hereunder, in respect of any Collateral are governed by the law of a jurisdiction other than the State of California.

IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

Carmot Therapeutics Inc.

By: 
Name: STIG K. HANSEN
Title: CEO

SECURED PARTY:

Sunesis Pharmaceuticals, Inc.

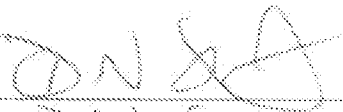
By: 
Name: DAN SWISHER
Title: CEO

EXHIBIT A

PATENTS

Sunesis FBLD Patents shall mean all Patents in any country in the Territory owned or Controlled by Sunesis or its Affiliates as of the Effective Date that contain one or more claims to FBLD and that are listed below, together with all additions, divisions, continuations, continuations-in-part, substitutions, reissues, re-examinations, extensions, registrations, patent term extensions, supplemental protection certificates, and renewals of any of the foregoing. Sunesis FBLD Patents shall also include all Patents in any country in the Territory owned or Controlled by Sunesis or its Affiliates that contain one or more claims to the Sunesis FBLD Know-How, together with all additions, divisions, continuations, continuations-in-part, substitutions, reissues, re-examinations, extensions, registrations, patent term extensions, supplemental protection certificates, and renewals of any of the foregoing.

Application Number	Filed
61/039,422	03/25/2008
61/045,265	04/15/2008
61/048,545	04/28/2008
PCT/US2009/038276	03/25/2009