

PATENT ASSIGNMENT

Electronic Version v1.1  
Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Celgene International SARL	06/30/2010

RECEIVING PARTY DATA

Name:	Pharmion LLC
Street Address:	86 Morris Avenue
City:	Summit
State/Country:	NEW JERSEY
Postal Code:	07901

PROPERTY NUMBERS Total: 10

Property Type	Number
Patent Number:	7038038
Application Number:	11381275
Application Number:	12208238
Patent Number:	6887855
Patent Number:	7078518
Application Number:	11458365
Application Number:	12787214
Patent Number:	6943249
Patent Number:	7700770
Application Number:	12729116

CORRESPONDENCE DATA

Fax Number: (858)314-1150

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501245270

PATENT  
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CH \$400.00 7038038

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ATTORNEY DOCKET NUMBER:	501872-MULTIPLE
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NAME OF SUBMITTER:	Sandra Genua
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Total Attachments: 7  
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## ASSIGNMENT

WHEREAS, CELGENE INTERNATIONAL SÁRL ("ASSIGNOR"), a Swiss corporation, having a place of business at Route de Perreux 1, 2017 Boudry, Switzerland, owns solely or jointly with ASSIGNEE (as defined below), all right, title and interest in the United States patent applications and patents identified in the attached Schedule A-1 (the "Schedule A-1 Patents") and all inventions disclosed, described and claimed therein in and for the United States (the "Inventions");

WHEREAS, PHARMION LLC (successor-in-interest to Pharmion Corporation) ("ASSIGNEE"), a Delaware limited liability company, having a place of business at 86 Morris Avenue, Summit, NJ 07901, USA, is desirous of obtaining ASSIGNOR's entire right, title and interest in the Inventions, including the right to bring an action, powers and benefits arising from ownership of the Schedule A-1 Patents, including, without limitation, the right to sue for damages and other legal and equitable remedies (and retain any financial award made in any action) in respect of all causes of action arising prior to, on, or after the date of this Assignment, and recover damages for past infringements, if any;

WHEREAS, ASSIGNOR is desirous of assigning to ASSIGNEE ASSIGNOR's entire right, title and interest in the Inventions, including, if any, the right to bring an action, powers and benefits arising from ownership of the Schedule A-1 Patents, including, without limitation, if any, the right to sue for damages and other legal and equitable remedies (and retain any financial award made in any action) in respect of all causes of action arising prior to, on, or after the date of this Assignment, and recover damages for past infringements, if any; and

WHEREAS, ASSIGNOR and ASSIGNEE acknowledge that ASSIGNOR is the owner of all right, title and interest in the Patent Cooperation Treaty patent application identified in the attached Schedule B-1 (the "PCT Patent Application") and all inventions disclosed, described and claimed therein (the "PCT Inventions"); and ASSIGNOR is desirous of assigning to ASSIGNEE ASSIGNOR's entire right, title and interest in the PCT Inventions in and for the United States, including, if any, the right to bring an action, powers and benefits arising from ownership of the PCT Patent Application in and for the United States, including, without limitation, if any, the right to sue for damages and other legal and equitable remedies (and retain any financial award made in any action) in respect of all causes of action arising prior to, on, or after the date of this Assignment, and recover damages for past infringements, if any;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the said ASSIGNOR has sold, assigned, transferred and set over, and does hereby sell, assign, transfer and set over, unto the said ASSIGNEE, its successors, legal representatives and assigns, (1) ASSIGNOR's entire right, title and interest in the Inventions, including, if any, the right to bring an action, powers and benefits arising from ownership of the Schedule A-1 Patents, including, without limitation, if any, the right to sue for damages and other legal and equitable remedies (and retain any financial award made in any action) in respect of all causes of action arising prior to, on, or after the date of this Assignment, and recover damages for past infringements, if any; and (2) ASSIGNOR's entire right, title and interest in the Schedule A-1 Patents, any U.S. patent applications based on, and patents that have been or may be granted pursuant to, any applications listed on Schedule A-1, as well as any U.S. patent applications and patents that claim or may claim priority from, or from which they claim or may claim priority, or that are or may be related to any of the foregoing patent applications or patents in the United States, including, without limitation, any and all reissues, divisions, continuations, continuations-in-part, renewals, substitutes, or extensions thereof, and including, without limitation, all patents or applications for industrial property protection (including, without limitation, all patents, utility models, inventors' certificates and designs, or any applications for any of the foregoing, that may hereafter be granted, or filed, for said Inventions in the United States, together with the right to file such applications and the right to claim for the same the priority rights derived from the patent applications or patents 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 United States, as may be applicable) and all extensions, renewals and reissues thereof; provided that ASSIGNOR and ASSIGNEE acknowledge and agree that this Assignment is not intended to assign, and does not assign, any right, title or interest in (a) any patent applications, patents, or inventions outside the United States or (b) in any inventions disclosed, described or claimed in the U.S. patent applications and patents assigned herein to the extent the right, title, or interest in such inventions relate to patent applications, patents, or intellectual property rights outside the United States;

AND the said ASSIGNOR hereby authorizes and requests the Commissioner for Patents and any official of 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 the said ASSIGNOR hereby covenants and agrees that it has full right to convey the entire interest herein assigned, and that the said ASSIGNOR has not executed, and will not execute, any agreement in conflict herewith;

AND the said ASSIGNOR hereby further covenants and agrees that it will communicate to the said ASSIGNEE, its successors, legal representatives and assigns, any facts known to the said ASSIGNOR respecting said Inventions, and testify in any legal proceeding, sign all lawful papers, execute all divisional,

continuing, and reissue 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 Inventions in the United States;

AND, the said ASSIGNOR agrees that, upon the entry into the U.S. national stage for the PCT Patent Application, ASSIGNOR shall assign, and hereby does assign, such U.S. national stage application to ASSIGNEE and the PCT Inventions with respect to such U.S. national stage application in and for the United States, and, upon such U.S. national stage entry, ASSIGNOR will execute an additional assignment document for such U.S. national stage application and related PCT Inventions in and for the United States in a form consistent with the assignment set forth above for the Inventions and the Schedule A-1 Patents, with the effectiveness of such assignment being as of the date of this Assignment, unless the ASSIGNEE and ASSIGNOR otherwise agree; provided that ASSIGNOR and ASSIGNEE acknowledge and agree that the assignment relating to the PCT Patent Application and PCT Inventions is not intended to assign, and does not assign, any right, title or interest in (a) any patent applications, patents, or inventions outside the United States or (b) in any inventions disclosed, described or claimed in the U.S. national stage patent applications to the extent the right, title, or interest in such inventions relate to patent applications, patents, or intellectual property rights outside the United States.

*[Remainder of Page Intentionally Left Blank]*

IN TESTIMONY WHEREOF, the person executing this Assignment in a representative capacity on behalf of ASSIGNOR warrants that he/she is fully authorized and empowered to do so and signs his/her name on the date indicated below.

ASSIGNOR: CELGENE INTERNATIONAL SÀRL

Signature:

Name:

Title:

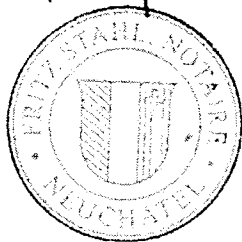
Date:

State of Switzerland )  
County of Neuchâtel/NE

On July 12 th, 2010, before me, Fritz Stahl, Notary Public, personally appeared Mr. J. Oehen and 1/ M. Morrissey, personally known to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and  
official seal

Fritz Stahl



R.G. Vol. 172 No 158

Stahl Péquignot Lorenz Calame  
Avocats & notaire  
Rue du Trésor 9 (place des Halles)  
Case postale 2232 - 2031 Neuchâtel  
Tél. 032 729 02 02 - Fax 032 729 02 00  
E-Mail: spic@vtx.ch

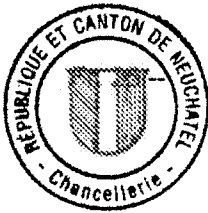
APOSTILLE

(Convention de La Haye du 5 octobre 1961)

1. Pays: Suisse  
Le présent acte public
2. a été signé par Me Fritz Stahl,
3. agissant en qualité de notaire,
4. est revêtu du sceau/timbre de Me Fritz Stahl, notaire à Neuchâtel.---

Attesté

5. à Neuchâtel
6. le 13/07/2010
7. par la chancellerie d'Etat
8. sous No 1664
9. Sceau/timbre
10. Signature



Chancellerie d'Etat

J.-C. Paratte

**Schedule A-1**

**(1) Patent applications and patents solely owned by Celgene International SÁRL.**

Country	Application No.	Filed	Patent No. (if applicable)	Issue Date (if applicable)	Application Title
United States of America	10/390,526	March 17, 2003	U.S. Patent No. 7,038,038	Issued May 2, 2006	Synthesis of 5-Azacytidine
United States of America	11/381,275	May 2, 2006			Synthesis of 5-Azacytidine
United States of America	12/208,238	September 10, 2008			Synthesis of 5-Azacytidine

**(2) Patent applications and patents jointly owned by Celgene International SÁRL.**

Country	Application No.	Filed	Patent No. (if applicable)	Issue Date (if applicable)	Application Title
United States of America	10/390,578	March 17, 2003	U.S. Patent No. 6,887,855	Issued May 3, 2005	Forms of 5-Azacytidine
United States of America	11/052,615	February 7, 2005	U.S. Patent No. 7,078,518	Issued July 18, 2006	Forms of 5-Azacytidine
United States of America	11/458,365	July 18, 2006			Forms of 5-Azacytidine
United States of America	12/787,214	May 25, 2010			Pharmaceutical Compositions Comprising Forms of 5-Azacytidine
United States of America	10/390,530	March 17, 2003	U.S. Patent No. 6,943,249	Issued September 13, 2005	Methods for Isolating Crystalline Form I of 5-Azacytidine
United States of America	11/198,550	August 5, 2005	U.S. Patent No. 7,700,770	Issue date April 20, 2010	Methods for Isolating Crystalline Form I of 5-Azacytidine
United States of America	12/729,116	March 22, 2010			Pharmaceutical Compositions Comprising Crystal Forms of 5-Azacytidine

**Schedule B-1**

**PCT patent applications solely owned by Celgene International SÁRL.**

<b>Country</b>	<b>Application No.</b>	<b>Filed</b>	<b>Patent No. (if applicable)</b>	<b>Issue Date (if applicable)</b>	<b>Application Title</b>
Patent Corporation Treaty	PCT/US2010/000361	February 9, 2010			Methods for Treating Non-Small Cell Lung Cancer Using 5-Azacytidine



