### PATENT ASSIGNMENT

## Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
David G. Hangauer Jr.	07/09/2008
Daniel Coughlin	07/02/2008
Jeremy A. Cody	07/02/2008
Jonathan Gale	07/02/2008

#### **RECEIVING PARTY DATA**

Name:	Kinex Pharmaceuticals, LLC
Street Address:	701 Ellicott Street
Internal Address:	NY Center for Excellence in Bioinformatics and Life Sciences
City:	Buffalo
State/Country:	NEW YORK
Postal Code:	14203

#### PROPERTY NUMBERS Total: 1

Prop	perty Type	Number
Application Nu	ımber:	13094667

### **CORRESPONDENCE DATA**

Fax Number: (617)542-2241

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (617) 542-6000 Email: jfoley@mintz.com Ivor R. Elrifi Correspondent Name:

Address Line 1: One Financial Center

Address Line 2: Mintz, Levin

Boston, MASSACHUSETTS 02111 Address Line 4:

ATTORNEY DOCKET NUMBER: 28856-508C02US NAME OF SUBMITTER: Heidi A. Erlacher

**REEL: 026218 FRAME: 0608** 

**PATENT** 

501519293

### **Total Attachments: 8**

source=28856-508C02US Assignment2#page1.tif source=28856-508C02US Assignment2#page2.tif source=28856-508C02US Assignment2#page3.tif source=28856-508C02US Assignment2#page4.tif source=28856-508C02US Assignment2#page5.tif source=28856-508C02US Assignment2#page6.tif source=28856-508C02US Assignment2#page7.tif source=28856-508C02US Assignment2#page8.tif

PATENT REEL: 026218 FRAME: 0609

### ASSIGNMENT

I, David G. Hangauer, Jr., Daniel Coughlin, Jeremy A. Cody and Jonathan Gale, the undersigned, for good and valuable consideration, the receipt of which is hereby acknowledged, confirm that we have sold and assigned, and do hereby assign, sell and transfer to Kinex Pharmaceuticals, LLC, with offices at NY Center for Excellence in Bioinformatics and Life Sciences, 701 Ellicott Street, Buffalo, New York 14203, and to its successors, assigns and legal representatives, collectively hereinafter referred to as the ASSIGNEE: (1) our entire right, title and interest for the United States and in all countries, in and to any and all inventions, discoveries and applications which are disclosed in the application for United States Letters Patent entitled:

# PROCESS FOR THE PREPARATION OF COMPOSITIONS FOR MODULATING A KINASE CASCADE AND METHODS OF USE THEREOF

filed with the U.S. Patent and Trademark Office on May 19, 2008 and assigned Application No. 12/154,056, including any subsequently filed utility applications, which claim priority to Application No. 12/154,056, and including any renewals, revivals, reissues, reexaminations, extensions, continuations and divisions thereof and any substitute applications therefor; (2) the full and complete right to file patent applications in the name of the ASSIGNEE, its designee, or in my/our names as the ASSIGNEE, or its designee's election, on the aforesaid inventions, discoveries and applications in all countries of the world; (3) the entire right, title and interest in and to any Letters Patent which may issue thereon in the United States or in any country, and any renewals, revivals, reissues, reexaminations and extensions thereof, and any patents of confirmation, registration and importation of the same; and (4) the entire right, title and interest in all Convention and Treaty Rights of all kinds thereon, including without limitation all rights of priority in any country of the world, in and to the above inventions, discoveries and applications.

We hereby authorize and request the competent authorities to grant and to issue any and all such Letters Patent in the United States and throughout the world to the ASSIGNEE of the entire right, title and interest therein, as fully and entirely as the same would have been held and enjoyed by us had this assignment, sale and transfer not been made.

We agree, at any time, upon the request of the ASSIGNEE, to execute and to deliver to the ASSIGNEE any additional applications for patents for said inventions and discoveries, or any part or parts thereof, and any applications for patents of confirmation, registration and importation based on any Letters Patent issuing on said inventions, discoveries, or applications and divisions, continuations, renewals, revivals, reissues, reexaminations and extensions thereof.

We further agree at any time to execute and to deliver upon request of the ASSIGNEE such additional documents, if any, as are necessary or desirable to secure patent protection on said inventions, discoveries and applications throughout all countries of the world, and otherwise to do the necessary to give full effect to and to perfect the rights of the ASSIGNEE under this Assignment, including the execution, delivery and procurement of any and all further documents evidencing this assignment, transfer and sale as may be necessary or desirable.

PATENT REEL: 026218 FRAME: 0610 First Inventor

: David G. Aangauer, Jr.

Application No. : 12/154,056

: May 19, 2008

Page 2 of 4

We hereby covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment.

We further covenant that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said invention and said Letters Patent and legal equivalents as may be known and accessible to ASSIGNOR and will testify as to the same in any interference, litigation or proceeding related thereto and will promptly execute and deliver to ASSIGNEE or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said application, said invention and said Letters Patent and said equivalents thereof which may be necessary or desirable to carry out the purposes thereof.

1 1 4

My commission expires

Date: 7/9/2008	Signature of: David G. Hangauer, Jr.
State of New York	
On this 9th day of July	, 2008, before me, the undersigned notary public,
personally appeared David G. Hangauer.	Jr., proved to me through satisfactory evidence of to be the person whose name is signed on
this document and who swore or affirmed to accurate to the best of his/her knowledge ar	o me that the contents of this document are truthful and
	PIOT PIN
CARL F. SMUKALL Notary Public, State of New York No. 4981241	Notary Public
Qualified in Genesee County // Commission Expires May 6, 20	My commission expires 506/11

5/06/11

First	Inventor

Application No. : 12/154,056
Filed : May 10 2007

Page 3 of 4

Date:	
	Signature of: Daniel Coughlin
State of	
County of	
personally appeared Daniel Cough	, 2008, before me, the undersigned notary public, hlin, proved to me through satisfactory evidence of identification, to be the person whose name is signed on this document that the contents of this document are truthful and accurate to the ef.
	Notary Public
	My commission expires
Date:	Signature of: Jeremy A. Cody
County of MONO	
On this 200 day of July personally appeared Jeremy A. Control which was a NN SOR differ to	, 2008, before me, the undersigned notary public, ody, proved to me through satisfactory evidence of identification (UNQ), to be the person whose name is signed on this document that the contents of this document are truthful and accurate to the ief.
	My commission expires
·	My commission expires
	WENDY L. INGRAHAM

Notary Public, State of New York
Qualified in Orleans County
Commission Expires Aug. 7, 20

First Inventor

: David G. Hangauer, Jr.

Application No. : 12/154,056 Filed

: May 19, 2008

Page 4 of 4

Date:  $\frac{7/2/08}{}$ 

Signature of: Jonathan Gale

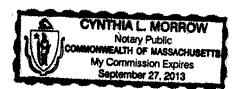
State of Massackusetts
County of Maddlesey

On this 2 day of July , 2008, before me, the undersigned notary public, personally appeared Jonathan Gale, proved to me through satisfactory evidence of identification, which was a \_\_\_\_\_\_\_, to be the person whose name is signed on this document and who swore or affirmed to me that the contents of this document are truthful and accurate to the best of his/her knowledge and belief.

Oyshua & Mouow

Notary Public

My commission expires 9/27/13



4361414v.1

#### ASSIGNMENT

I, David G. Hangauer, Jr., Daniel Coughlin, Jeremy A. Cody and Jonathan Gale, the undersigned, for good and valuable consideration, the receipt of which is hereby acknowledged, confirm that we have sold and assigned, and do hereby assign, sell and transfer to Kinex Pharmaceuticals, LLC, with offices at NY Center for Excellence in Bioinformatics and Life Sciences, 701 Ellicott Street, Buffalo, New York 14203, and to its successors, assigns and legal representatives, collectively hereinafter referred to as the ASSIGNEE: (1) our entire right, title and interest for the United States and in all countries, in and to any and all inventions, discoveries and applications which are disclosed in the application for United States Letters Patent entitled:

# PROCESS FOR THE PREPARATION OF COMPOSITIONS FOR MODULATING A KINASE CASCADE AND METHODS OF USE THEREOF

filed with the U.S. Patent and Trademark Office on May 19, 2008 and assigned Application No. 12/154,056, including any subsequently filed utility applications, which claim priority to Application No. 12/154,056, and including any renewals, revivals, reissues, reexaminations, extensions, continuations and divisions thereof and any substitute applications therefor; (2) the full and complete right to file patent applications in the name of the ASSIGNEE, its designee, or in my/our names as the ASSIGNEE, or its designee's election, on the aforesaid inventions, discoveries and applications in all countries of the world; (3) the entire right, title and interest in and to any Letters Patent which may issue thereon in the United States or in any country, and any renewals, revivals, reissues, reexaminations and extensions thereof, and any patents of confirmation, registration and importation of the same; and (4) the entire right, title and interest in all Convention and Treaty Rights of all kinds thereon, including without limitation all rights of priority in any country of the world, in and to the above inventions, discoveries and applications.

We hereby authorize and request the competent authorities to grant and to issue any and all such Letters Patent in the United States and throughout the world to the ASSIGNEE of the entire right, title and interest therein, as fully and entirely as the same would have been held and enjoyed by us had this assignment, sale and transfer not been made.

We agree, at any time, upon the request of the ASSIGNEE, to execute and to deliver to the ASSIGNEE any additional applications for patents for said inventions and discoveries, or any part or parts thereof, and any applications for patents of confirmation, registration and importation based on any Letters Patent issuing on said inventions, discoveries, or applications and divisions, continuations, renewals, revivals, reissues, reexaminations and extensions thereof.

We further agree at any time to execute and to deliver upon request of the ASSIGNEE such additional documents, if any, as are necessary or desirable to secure patent protection on said inventions, discoveries and applications throughout all countries of the world, and otherwise to do the necessary to give full effect to and to perfect the rights of the ASSIGNEE under this Assignment, including the execution, delivery and procurement of any and all further documents evidencing this assignment, transfer and sale as may be necessary or desirable.

PATENT REEL: 026218 FRAME: 0614 First Inventor

: David G. Jangauer, Jr.

Application No. Filed

: 12/154,056 : May 19, 2008

Page 2 of 4

We hereby covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment.

We further covenant that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said invention and said Letters Patent and legal equivalents as may be known and accessible to ASSIGNOR and will testify as to the same in any interference, litigation or proceeding related thereto and will promptly execute and deliver to ASSIGNEE or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said application, said invention and said Letters Patent and said equivalents thereof which may be necessary or desirable to carry out the purposes thereof.

Date:	
	Signature of: David G. Hangauer, Jr.
State of	
County of	
personally appeared <b>Davi</b> identification, which was this document and who sy	, 2008, before me, the undersigned notary public, d G. Hangauer, Jr., proved to me through satisfactory evidence of a, to be the person whose name is signed on wore or affirmed to me that the contents of this document are truthful and the knowledge and belief.
	Notary Public
	My commission expires

First Inventor : David G. Hangauer, Jr. Application No. : 12/154,056 Filed : May 19, 2008 Page 3 of 4	
Date: $7/2/08$	Signature of: Daniel Coughlin
State of Massachusetts County of Midd Lexey	<del>-</del>
personally appeared Daniel Coughlin, prove which was a	d to me through satisfactory evidence of identification, be the person whose name is signed on this document are truthful and accurate to the CYNTHIA L. MORROW
best of his/her knowledge and belief.	Notary Public COMMONWEALTH OF MASSACHUSETT My Commission Expires A September 27, 2013
	Notary Public  My commission expires 9 2/13
Date:	Signature of: Jeremy A. Cody
State of	
On this day of, personally appeared Jeremy A. Cody, prove	2008, before me, the undersigned notary public, ed to me through satisfactory evidence of identification, be the person whose name is signed on this document ontents of this document are truthful and accurate to the
	Notary Public
	My commission expires

•	£ 1
First Inventor	: David 🗸 angauer, J
Application No.	: 12/154,056
Filed	: May 19, 2008
· 4 0 4	•

Page 4 of 4

Date:	
	Signature of: Jonathan Gale
State of	
County of	
personally appeared <b>Jonathan</b> which was a	, 2008, before me, the undersigned notary public, Gale, proved to me through satisfactory evidence of identification,, to be the person whose name is signed on this document ne that the contents of this document are truthful and accurate to the belief.
	Notary Public
<b>*</b> 1	My commission expires

4361414v.1

\_4\_