

## PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT						
NATURE OF CONVEYANCE:	ASSIGNMENT						
CONVEYING PARTY DATA							
<table border="1"><thead><tr><th>Name</th><th>Execution Date</th></tr></thead><tbody><tr><td>Enrique Poradosu</td><td>05/03/2011</td></tr><tr><td>Peter Sportelli</td><td>05/02/2011</td></tr></tbody></table>	Name	Execution Date	Enrique Poradosu	05/03/2011	Peter Sportelli	05/02/2011	
Name	Execution Date						
Enrique Poradosu	05/03/2011						
Peter Sportelli	05/02/2011						
RECEIVING PARTY DATA							
Name:	Keryx Biopharmaceuticals, Inc.						
Street Address:	750 Lexington Avenue						
Internal Address:	20th Floor						
City:	New York						
State/Country:	NEW YORK						
Postal Code:	10022						
PROPERTY NUMBERS Total: 1							
<table border="1"><thead><tr><th>Property Type</th><th>Number</th></tr></thead><tbody><tr><td>Application Number:</td><td>13077766</td></tr></tbody></table>	Property Type	Number	Application Number:	13077766			
Property Type	Number						
Application Number:	13077766						
CORRESPONDENCE DATA							
Fax Number: (303)629-3450 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>							
Phone: 303-629-3400							
Email: asaro.elissa@dorsey.com							
Correspondent Name: Timothy A. Worrall/Dorsey & Whitney LLP							
Address Line 1: 1400 Wewatta Street							
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Address Line 4: Denver, COLORADO 80202-5549							
ATTORNEY DOCKET NUMBER:	P222082.US.02						
NAME OF SUBMITTER:	Elissa Asaro fbo Timothy A. Worrall						
Total Attachments: 4 source=ExecutedAssignmentP222082US02#page1.tif source=ExecutedAssignmentP222082US02#page2.tif source=ExecutedAssignmentP222082US02#page3.tif source=ExecutedAssignmentP222082US02#page4.tif							

CH \$40.00 13077766

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PATENT  
REEL: 026431 FRAME: 0724

**ASSIGNMENT**

WHEREAS, we, Enrique Poradosu, residing at 132 Sewall Avenue, Apt. C, Brookline, Massachusetts 02446 and Peter Sportelli, residing at 129 Webster Woods Lane, North Andover, Massachusetts 01845 (hereinafter, individually and collectively the "Assignor"), have invented certain new and useful systems, devices, and methods disclosed and described in a utility application for Letters Patent in the United States ("U.S."), titled "Perifosine and Capecitabine as a Combined Treatment for Cancer," which can be identified in the United States Patent and Trademark Office by Application No. 13/077,766, filed on March 31, 2011 (the "Utility Application") with Attorney Docket No. P222082.US.02; and International Application No. PCT/US2011/030800, titled "Perifosine and Capecitabine as a Combined Treatment for Cancer," filed on March 31, 2011, with Attorney Docket No. P222082.WO (the "Foreign Applications"); and

WHEREAS, Assignor desires to assign any and all right, title and interest to said Utility Application and the Foreign Applications, and any provisional, non-provisional, continuation, continuation-in-part, divisional, international, foreign, regional and convention applications corresponding thereto, and any and all Letters Patent of the United States and countries and regions foreign thereto which may grant or have granted thereto or be lodged in relation thereto, any reissue or reexamination thereof or to be obtained therefor, any renewals, or substitutes thereof, and any and all priority rights or priority claims, International Convention rights, any and all rights to collect past damages for infringement of any and all Letters Patent of the United States and countries and regions foreign thereto which may be published, which may grant, or have granted thereto or be lodged in relation thereto, and other benefits accruing to or to accrue to Assignor with respect to the filing of applications for patents or securing of patents in the United States and countries foreign thereto (the "Patent Rights");

WHEREAS, Keryx Biopharmaceuticals, Inc., a corporation organized and existing under the laws of the State of Delaware, and having its principal place of business at 750 Lexington Avenue, 20<sup>th</sup> Floor, New York, New York 10022 (the "Assignee"), desires to acquire any and all, right, title, and interest of Assignor in and to the invention(s), the Patent Rights, and in, to, and under any and all Letters Patent to be obtained therefor;

NOW THEREFORE, for the sum of \$1.00 and other good and valuable consideration to Assignor in hand paid, the receipt and sufficiency of which are hereby acknowledged, Assignor has sold, assigned, and transferred and by these presents does hereby sell, assign and transfer to the said Assignee, and said Assignee's legal representatives, successors and assigns, any and all of the entire right, title and interest in and to the invention(s), Patent Rights, and any and all Letters Patent to be obtained therefor;

UPON SAID CONSIDERATION, the Assignor hereby covenants and agrees with the said Assignee that it will not execute any writing or do any act whatsoever conflicting with these presents, and that it will, at any time upon request, without further or additional consideration, but at the expense of the said Assignee, execute such additional assignments and other writings and do such additional acts as said Assignee may deem necessary or desirable to perfect the Assignee's enjoyment of this grant, and render all necessary assistance in making application for and obtaining original, provisionals, non-provisionals, continuations, continuations-in-part, continuing prosecutions, divisionals, renewals, reissues, reexamined or extended Letters Patent of the United States, or of any and all foreign countries, on said Patent Rights, and execute confirmatory assignments or acknowledgments of this assignment as necessary for full enjoyment of the Patent Rights and for recording in foreign patent offices, and in enforcing any rights or choses in action accruing as a result of such Patent Rights, by giving testimony in any proceedings or transactions involving such Patent Rights, and by executing preliminary statements and other affidavits, it being understood that the foregoing covenant and agreement shall bind, and inure to the benefit of, the assigns and legal representatives of both parties;

UPON SAID CONSIDERATION, Assignor represents and warrants that Assignor has the right, title, and authority to execute this Assignment and to convey any and all right, title, and interest in the Patent Rights, and that Assignor has not conveyed nor will convey hereafter all or part of the Patent Rights to a third party;

ASSIGNOR HEREBY AUTHORIZES said Assignee, its successors, and assigns, or anyone it may properly designate, to apply for Letters Patent in the U.S. and any and all foreign countries and regions, in its own name if desired, and additionally to claim priority to the filing date of the Utility Application and the Foreign Applications and otherwise take advantage of the provisions of any international conventions.

ASSIGNOR HEREBY AUTHORIZES Assignee, its successors and assigns, or anyone it may properly designate, to insert in this instrument the application number, filing date, and title of the Utility Application and the Foreign Applications once known.

IN WITNESS WHEREOF, the Assignor hereunto has executed this Assignment upon the date indicated below.

Date: May 3<sup>rd</sup>, 2011

By:   
Enrique Poradosu

STATE OF New York )  
COUNTY OF New York ) ss.

On this 3 day of May, 2011, before me a Notary Public in and for said county, personally appeared Enrique Poradosu who executed the foregoing instrument and acknowledged that he signed, sealed and delivered the same instrument as a free and voluntary act for the purposes and considerations therein expressed.

(SEAL)

  
Notary Public

My commission expires: \_\_\_\_\_.

VANESSA FUNG  
Notary Public, State of New York  
No. 01FU6196399  
Qualified in Bronx County  
COMMISSION EXPIRES 11/17/2012

IN WITNESS WHEREOF, the Assignor hereunto has executed this Assignment upon the date indicated below.

Date: May 2, 2011

By: *Peter Sportelli*  
Peter Sportelli

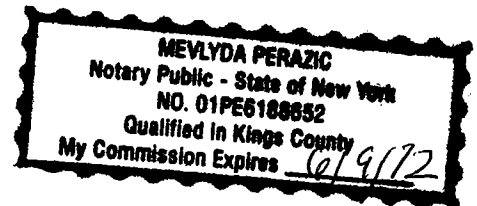
STATE OF New York,  
COUNTY OF New York ) ss.

On this 2<sup>nd</sup> day of May, 2011, before me a Notary Public in and for said county, personally appeared Peter Sportelli who executed the foregoing instrument and acknowledged that he signed, sealed and delivered the same instrument as a free and voluntary act for the purposes and considerations therein expressed.

(S E A L)

*Mevlyda Perazic*  
Notary Public

My commission expires: 6/9/12



**ACCEPTANCE OF ASSIGNMENT**

The Assignee hereby acknowledges and accepts the foregoing assignment of rights by Assignor.

IN TESTIMONY WHEREOF, the Assignee, by its undersigned officer, confirms its acceptance on the date and in the place set forth below.

Keryx Biopharmaceuticals, Inc.

Date: May 4, 2011

By: [Signature]  
Name: Ron Bentsur  
Title: CEO

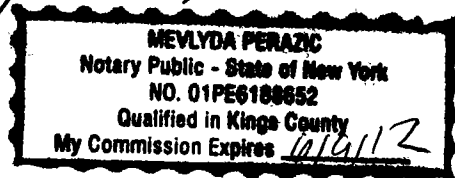
STATE OF NEW YORK )  
COUNTY OF NEW YORK ) ss.

On this 4<sup>th</sup> day of MAY, 2011, before me a Notary Public in and for said county, personally appeared Ron Bentsur, the above-mentioned representative of the Assignee, Keryx Biopharmaceuticals, Inc., who executed the foregoing patent Assignment, and represented and acknowledged that he had the requisite corporate authority to execute and accept this patent Assignment and the same was executed as a free act and deed.

(S E A L)

[Signature]  
Notary Public

My commission expires: 6/9/12



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