## PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

### **CONVEYING PARTY DATA**

Name	Execution Date
HANS-HERRMANN SCHULZ	02/26/2011
DR. GUENTHER SCHLIMBACH	03/01/2011

### **RECEIVING PARTY DATA**

Name:	BAYER INNOVATION GMBH
Street Address:	MEROWINGERPLATZ 1
City:	DUESSELDORF
State/Country:	GERMANY
Postal Code:	40225

# PROPERTY NUMBERS Total: 2

Property Type	Number	
Application Number:	10168441	
Application Number:	11619823	

### **CORRESPONDENCE DATA**

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NAME OF SUBMITTER: CHESTER G. MOORE

Total Attachments: 2

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PATENT REEL: 026672 FRAME: 0342

#### ASSIGNMENT

THIS ASSIGNMENT is made by HANS-HERRMANN SCHULZ and DR. GÜNTHER SCHLIMBACH (referred to jointly hereinafter as Assignor);

WHEREAS, Assignor has invented certain new and useful improvements in

**USE OF CHEMOTHERAPEUTIC AGENTS** 

as set forth in the following U.S. patent application(s): 10/168,441, filed June 21, 2002; and 11/619,823, filed January 4, 2007;

WHEREAS, BAYER INNOVATION GMBH, at Merowingerplatz 1, 40225 Düsseldorf, GERMANY (hereinafter referred to as Assignee), are desirous of acquiring the entire right, including the right to claim priority from, title and interest in and to said inventions and said Application for Letters Patent of the United States, and in and to any Letters Patent of the United States to be obtained therefore and thereon.

NOW, THEREFORE, for good and sufficient considerations, the receipt of which is hereby acknowledged, Assignor has sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto Assignee, their successors, legal representatives and assigns, the entire right, title and interest in including the right to claim priority from, and to the above-mentioned inventions and application for Letters Patent, and in and to any and all direct and indirect divisions, continuations and continuations-in-part of said application, and any and all Letters Patent in the United States and all foreign countries which may be granted therefore and thereon, and reissues, reexaminations and extensions of said Letters Patent, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by Assignee, for their own use and benefit and the use and benefit of their successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent may be granted and/or extended, as fully and entirely as the same would have been held and enjoyed by Assignor, had this sale and assignment not been made.

AND for the same consideration, Assignor hereby represents and warrants to Assignee, their successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, except for any rights, titles and/or interests that have arisen to Assignee under law or that have already been transferred to Assignee, Assignor is the sole and lawful owner of the entire right, title and interest in and to the said inventions and application for Letters Patent above-mentioned, and that the same is unencumbered and that Assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth.

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AND for the same consideration, Assignor hereby covenants and agrees to and with Assignee, their successors, legal representatives and assigns, that Assignor will sign all papers and documents, take all lawful oaths and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of any Letters Patent and applications for Letters Patent for said inventions, without charge to Assignee, their successors, legal representatives and assigns, whenever counsel of Assignee, or counsel of their successors, legal representatives and assigns, shall advise: that any proceeding in connection with said inventions, or said Patent application for Letters Patent, or any proceeding in connection with any Letters Patent or applications for Letters Patent for said inventions in any country, including but not limited to interference proceedings, is lawful and desirable; or, that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue, reexamination or extension of any Letters Patent, to be obtained thereon, is lawful and desirable.

AND Assignor hereby requests the Commissioner of Patent and Trademarks to issue said

Letters Patent of the United States to Assignee, as Assignee of said inventions and the Letters Patent to be
issued thereon, for the sole use and benefit of Assignee, their successors, legal representatives and assigns.

AND Assignor hereby grants the following individuals the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document: BAKER DONELSON BEARMAN CALDWELL & BERKOWITZ, PC

All practitioners at Customer Number 84331

AND Assignor acknowledges an obligation of assignment of this invention to Assignee at the time the invention was made.

	<b>\</b>
Inventor Name:	HANS-HERRMANN SCHULZ
Inventor Signature:	by pita
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Date:	
Inventor Name:	Dr. Günther Schlimbach
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Address: Buschfeldstr. 31,	, D-51067 Koln, Germany
Date: 1.03, 1	11

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