

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Mark A. Ashwell	11/04/2011
Sudharshan Eathiraj	11/03/2011
Anton Filikov	11/14/2011
Steffi Koerner	11/03/2011
Jean-Marc Lapierre	11/03/2011
Yanbin Liu	11/03/2011
Rocio Palma	11/10/2011
David Vensel	11/03/2011
Shin Imura	11/18/2011
Akiko Shiina	11/18/2011
Kenichi Yoshida	11/18/2011
Takanori Yamazaki	11/18/2011
Akhisa Matsuda	11/18/2011

RECEIVING PARTY DATA

Name:	ArQule Inc.
Street Address:	19 Presidential Way
City:	Woburn
State/Country:	MASSACHUSETTS
Postal Code:	01801

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	13286294

CORRESPONDENCE DATA

Fax Number: (617)542-2241
 Phone: 6175426000
 Email: kricciarelli-wenson@mintz.com

501735956

**PATENT
 REEL: 027287 FRAME: 0925**

OP \$40.00 13286294

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: Ivor R. Elrifi
Address Line 1: One Financial Center
Address Line 2: Mintz, Levin
Address Line 4: Boston, MASSACHUSETTS 02111

ATTORNEY DOCKET NUMBER:	22596-594001US
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NAME OF SUBMITTER:	Matthew Pavao
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Total Attachments: 28

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EFS

Date of Deposit: November 28, 2011

Attorney Docket No. 22596-594001US

ASSIGNMENT

We, **Mark A. Ashwell, Sudharshan Eathiraj, Anton Filikov, Steffi Koerner, Jean-Marc Lapierre, Yanbin Liu, Rocio Palma, David Vensel, Shin Iimura, Akiko Shiina, Kenichi Yoshida, Takanori Yamazaki, and Akihisa Matsuda**, 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 **ARQULE, INC.** with offices at **19 Presidential Way, Woburn, MA 01801** 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:

SUBSTITUTED BENZO-IMIDAZO-PYRIDO-DIAZEPINE COMPOUNDS

filed with the U.S. Patent and Trademark Office on **November 1, 2011** and assigned Application No. **13/286,294**, including any subsequently filed utility applications, which claim priority to renewals, revivals, reissues, reexaminations, extensions, continuations and divisions thereof and any substitute applications therefore; (2) the full and complete right to file patent applications in the name of the ASSIGNEE, its designee, or in 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.

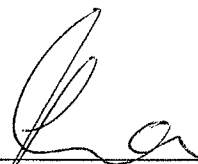
We agree, at any time, upon the request of the ASSIGNEE, to execute and to deliver to the ASSIGNEE any additional applications for patents for said inventions and discoveries, or any part or parts thereof, and any applications for patents of confirmation, registration and importation based on any Letters 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.

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.

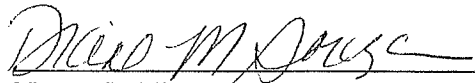
We further covenant that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said invention and said Letters Patent and legal equivalents as may be known and accessible to ASSIGNOR and will testify as to the same in any interference, litigation or 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.

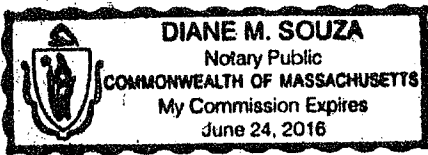
Date: 11-4-2011


Signature of: **Mark A. Ashwell**

Commonwealth
State of Massachusetts
County of Middlesex

Subscribed and sworn to before me this 4th day of November, 2011.


Notary Public
My commission expires 6.24.16



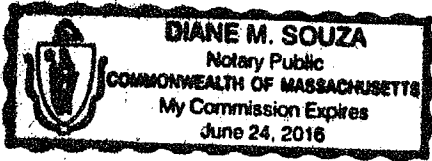
Date: November 3rd 2011

[Signature]

Signature of: **Sudharshan Eathiraj**

Commonwealth
State of Massachusetts
County of Middlesex

Subscribed and sworn to before me this 3rd day of November 2011



[Signature]
Notary Public
My commission expires 6-24-16

Date: _____

Signature of: **Anton Filikov**

State of _____
County of _____

Subscribed and sworn to before me this _____ day of _____.

Notary Public
My commission expires _____

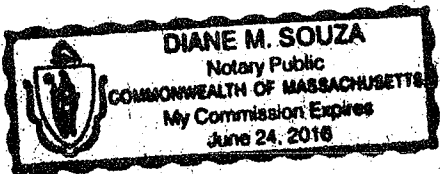
Date: 11/03/2011

[Signature]

Signature of: **Steffi Koerner**

Commonwealth
State of Massachusetts
County of Middlesex

Subscribed and sworn to before me this 3rd day of November 2011



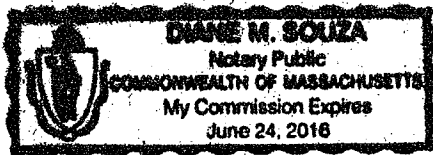
[Signature]
Notary Public
My commission expires 6-24-16

Date: November 3rd, 2011

[Signature]
Signature of: **Jean-Marc Lapierre**

State of Massachusetts
County of Middlesex

Subscribed and sworn to before me this 3rd day of November 2011



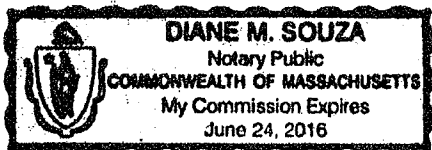
[Signature]
Notary Public
My commission expires 6.24.16

Date: 11/03/2011

[Signature]
Signature of: **Yanbin Liu**

State of Massachusetts
County of Middlesex

Subscribed and sworn to before me this 3rd day of November 2011



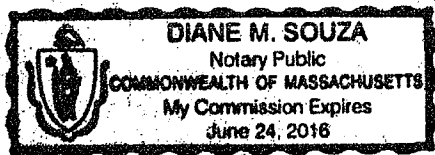
[Signature]
Notary Public
My commission expires 6.24.16

Date: 11/10/2011

[Signature]
Signature of: **Rocio Palma**

State of Massachusetts
County of Middlesex

Subscribed and sworn to before me this 10th day of November 2011



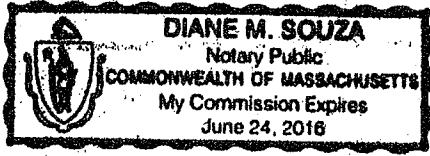
[Signature]
Notary Public
My commission expires 6.24.16

Date: 11/3/11

David Vensel
Signature of: **David Vensel**

Commonwealth
State of Massachusetts
County of Middlesex

Subscribed and sworn to before me this 3rd day of November 2011.



Diane M. Souza
Notary Public
My commission expires 6-24-16

Date: _____

Signature of: Shin Iimura

IN WITNESS WHEREOF, I, _____, hereby declare

(Printed Name of Witness)

that I was personally present and did see the above named person duly sign and execute the assignment.

(Signature of Witness)

Date: _____

IN WITNESS WHEREOF, I, _____, hereby declare

(Printed Name of Witness)

that I was personally present and did see the above named person duly sign and execute the assignment.

(Signature of Witness)

Date: _____

Date: _____

Signature of: **Akiko Shiina**

IN WITNESS WHEREOF, I, _____, hereby declare

(Printed Name of Witness)

that I was personally present and did see the above named person duly sign and execute the assignment.

(Signature of Witness)

Date: _____

IN WITNESS WHEREOF, I, _____, hereby declare

(Printed Name of Witness)

that I was personally present and did see the above named person duly sign and execute the assignment.

(Signature of Witness)

Date: _____

Date: _____

Signature of: **Kenichi Yoshida**

IN WITNESS WHEREOF, I, _____, hereby declare

(Printed Name of Witness)

that I was personally present and did see the above named person duly sign and execute the assignment.

(Signature of Witness)

Date: _____

IN WITNESS WHEREOF, I, _____, hereby declare

(Printed Name of Witness)

that I was personally present and did see the above named person duly sign and execute the assignment.

(Signature of Witness)

Date: _____

Date: _____

Signature of: **Takanori Yamakazi**

IN WITNESS WHEREOF, I, _____, hereby declare
(Printed Name of Witness)

that I was personally present and did see the above named person duly sign and execute the assignment.

(Signature of Witness)

Date: _____

IN WITNESS WHEREOF, I, _____, hereby declare
(Printed Name of Witness)

that I was personally present and did see the above named person duly sign and execute the assignment.

(Signature of Witness)

Date: _____

Date: _____

Signature of: **Akihisa Matsuda**

IN WITNESS WHEREOF, I, _____, hereby declare

(Printed Name of Witness)

that I was personally present and did see the above named person duly sign and execute the assignment.

(Signature of Witness)

Date: _____

IN WITNESS WHEREOF, I, _____, hereby declare

(Printed Name of Witness)

that I was personally present and did see the above named person duly sign and execute the assignment.

(Signature of Witness)

Date: _____

ASSIGNMENT

We, **Mark A. Ashwell, Sudharshan Eathiraj, Anton Filikov, Steffi Koerner, Jean-Marc Lapierre, Yanbin Liu, Rocio Palma, David Vensel, Shin Iimura, Akiko Shiina, Kenichi Yoshida, Takanori Yamazaki, and Akihisa Matsuda**, 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 **ARQULE, INC.** with offices at **19 Presidential Way, Woburn, MA 01801** 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:

SUBSTITUTED BENZO-IMIDAZO-PYRIDO-DIAZEPINE COMPOUNDS

filed with the U.S. Patent and Trademark Office on **November 1, 2011** and assigned Application No. **13/286,294**, including any subsequently filed utility applications, which claim priority to renewals, revivals, reissues, reexaminations, extensions, continuations and divisions thereof and any substitute applications therefore; (2) the full and complete right to file patent applications in the name of the ASSIGNEE, its designee, or in 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.

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Date: _____

Signature of: Mark A. Ashwell

State of _____

County of _____

Subscribed and sworn to before me this ____ day of _____.

Notary Public

My commission expires _____

Date: _____

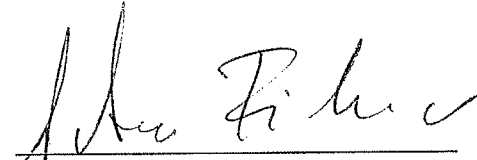
Signature of: **Sudharshan Eathiraj**

State of _____
County of _____

Subscribed and sworn to before me this ____ day of _____.

Notary Public
My commission expires _____


Date: 11-14-2011


Signature of: **Anton Filikov**

State of Maryland
County of Montgomery

Subscribed and sworn to before me this 14 day of November 2011

Jared Chambers
NOTARY PUBLIC
MONTGOMERY COUNTY
STATE OF MARYLAND
MY COMM. EXP. 4-18-2012


Notary Public
My commission expires 4-18-2012

Date: _____

Signature of: **Steffi Koerner**

State of _____
County of _____

Subscribed and sworn to before me this ____ day of _____.

Notary Public
My commission expires _____

Date: _____

Signature of: Jean-Marc Lapierre

State of _____

County of _____

Subscribed and sworn to before me this ____ day of _____.

Notary Public
My commission expires _____

Date: _____

Signature of: Yanbin Liu

State of _____

County of _____

Subscribed and sworn to before me this ____ day of _____.

Notary Public
My commission expires _____

Date: _____

Signature of: Rocio Palma

State of _____

County of _____

Subscribed and sworn to before me this ____ day of _____.

Notary Public
My commission expires _____

Application No.: 13/286,294

Attorney Docket No. 22596-594001US

Date: _____

Signature of: David Vensel

State of _____

County of _____

Subscribed and sworn to before me this ____ day of _____.

Notary Public

My commission expires _____

Date: _____
Signature of: **Shin Imura**

IN WITNESS WHEREOF, I, _____, hereby declare
(Printed Name of Witness)
that I was personally present and did see the above named person duly sign and execute the
assignment.

(Signature of Witness)

Date: _____

IN WITNESS WHEREOF, I, _____, hereby declare
(Printed Name of Witness)
that I was personally present and did see the above named person duly sign and execute the
assignment.

(Signature of Witness)

Date: _____

Date: _____
Signature of: Akiko Shiina

IN WITNESS WHEREOF, I, _____, hereby declare
(Printed Name of Witness)
that I was personally present and did see the above named person duly sign and execute the
assignment.

(Signature of Witness)

Date: _____

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assignment.

(Signature of Witness)

Date: _____

Date: _____
Signature of: **Kenichi Yoshida**

IN WITNESS WHEREOF, I, _____, hereby declare
(Printed Name of Witness)
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(Signature of Witness)

Date: _____

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(Signature of Witness)

Date: _____

EFS

Date of Deposit: November 28, 2011

Attorney Docket No. 22596-594001US

ASSIGNMENT

We, **Mark A. Ashwell, Sudharshan Eathiraj, Anton Filikov, Steffi Koerner, Jean-Marc Lapierre, Yanbin Liu, Rocio Palma, David Vensel, Shin Iimura, Akiko Shiina, Kenichi Yoshida, Takanori Yamazaki, and Akihisa Matsuda**, 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 **ARQULE, INC.** with offices at **19 Presidential Way, Woburn, MA 01801** 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:

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Date: _____

Signature of: Mark A. Ashwell

State of _____

County of _____

Subscribed and sworn to before me this ____ day of _____.

Notary Public
My commission expires _____

Application No.: 13/286,294

Attorney Docket No. 22596-594001US

Date: _____

Signature of: **Sudharshan Eathiraj**

State of _____

County of _____

Subscribed and sworn to before me this ____ day of _____.

Notary Public
My commission expires _____

Date: _____

Signature of: **Anton Filikov**

State of _____

County of _____

Subscribed and sworn to before me this ____ day of _____.

Notary Public
My commission expires _____

Date: _____

Signature of: **Steffi Koerner**

State of _____

County of _____

Subscribed and sworn to before me this ____ day of _____.

Notary Public
My commission expires _____

Date: _____

Signature of: **Jean-Marc Lapierre**

State of _____

County of _____

Subscribed and sworn to before me this ____ day of _____.

Notary Public
My commission expires _____

Date: _____

Signature of: **Yanbin Liu**

State of _____

County of _____

Subscribed and sworn to before me this ____ day of _____.

Notary Public
My commission expires _____

Date: _____

Signature of: **Rocio Palma**

State of _____

County of _____

Subscribed and sworn to before me this ____ day of _____.

Notary Public
My commission expires _____

Application No.: 13/286,294

Attorney Docket No. 22596-594001US

Date: _____

Signature of: David Vensel

State of _____

County of _____

Subscribed and sworn to before me this ____ day of _____.

Notary Public
My commission expires _____

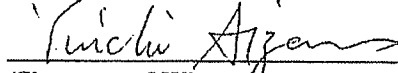
Date: November 18, 2011



Signature of: **Shin Iimura**

IN WITNESS WHEREOF, I, Yuichi Aizawa, hereby declare
(Printed Name of Witness)

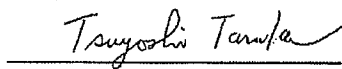
that I was personally present and did see the above named person duly sign and execute the assignment.


(Signature of Witness)

Date: November 18, 2011

IN WITNESS WHEREOF, I, Tsuyoshi Tanaka, hereby declare
(Printed Name of Witness)

that I was personally present and did see the above named person duly sign and execute the assignment.


(Signature of Witness)

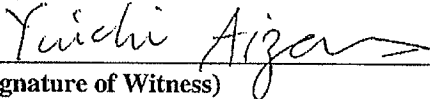
Date: November 18, 2011

Date: November 18, 2011


Signature of: **Akiko Shiina**

IN WITNESS WHEREOF, I, Yuichi Aizawa, hereby declare
(Printed Name of Witness)

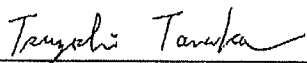
that I was personally present and did see the above named person duly sign and execute the assignment.


(Signature of Witness)

Date: November 18, 2011

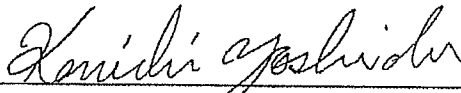
IN WITNESS WHEREOF, I, Tsuyoshi Tanaka, hereby declare
(Printed Name of Witness)

that I was personally present and did see the above named person duly sign and execute the assignment.


(Signature of Witness)

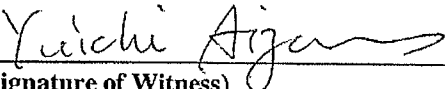
Date: November 18, 2011

Date: November 18, 2011


Signature of: **Kenichi Yoshida**

IN WITNESS WHEREOF, I, Yuichi Aizawa, hereby declare
Yuichi Aizawa (Printed Name of Witness)

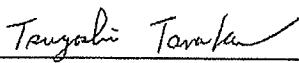
that I was personally present and did see the above named person duly sign and execute the assignment.


(Signature of Witness)

Date: November 18, 2011

IN WITNESS WHEREOF, I, Tsuyoshi Tanaka, hereby declare
Tsuyoshi Tanaka (Printed Name of Witness)

that I was personally present and did see the above named person duly sign and execute the assignment.


(Signature of Witness)

Date: November 18, 2011

Date: November 18, 2011

Takanori Yamakazi

Signature of: **Takanori Yamakazi**

IN WITNESS WHEREOF, I, Yuichi Aizawa, hereby declare

(Printed Name of Witness)

that I was personally present and did see the above named person duly sign and execute the assignment.

Yuichi Aizawa

(Signature of Witness)

Date: November 18, 2011

IN WITNESS WHEREOF, I, Tsuyoshi Tanaka, hereby declare

(Printed Name of Witness)

that I was personally present and did see the above named person duly sign and execute the assignment.

Tsuyoshi Tanaka

(Signature of Witness)

Date: November 18, 2011

Date: November 18, 2011

Akihisa Matsuda
Signature of: Akihisa Matsuda

IN WITNESS WHEREOF, I, Yuichi Aizawa, hereby declare
(Printed Name of Witness)

that I was personally present and did see the above named person duly sign and execute the assignment.

Yuichi Aizawa
(Signature of Witness)

Date: November 18, 2011

IN WITNESS WHEREOF, I, Tsuyoshi Tanaka, hereby declare
(Printed Name of Witness)

that I was personally present and did see the above named person duly sign and execute the assignment.

Tsuyoshi Tanaka
(Signature of Witness)

Date: November 18, 2011