

## PATENT ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT										
NATURE OF CONVEYANCE:	Corrective Assignment to correct the error caused by improper filing of the Assignment previously recorded on Reel 020417 Frame 0007. Assignor(s) hereby confirms the Assignee: Talon Therapeutics, Inc. as per Affidavit under MPEP 323 AND 323.01(C).										
CONVEYING PARTY DATA											
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Talon Therapeutics, Inc.</td> <td>04/30/2007</td> </tr> </tbody> </table>		Name	Execution Date	Talon Therapeutics, Inc.	04/30/2007						
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Talon Therapeutics, Inc.	04/30/2007										
RECEIVING PARTY DATA											
<table border="1"> <tr> <td>Name:</td> <td>Talon Therapeutics, Inc.</td> </tr> <tr> <td>Street Address:</td> <td>2207 Bridgepointe Parkway, Suite 250</td> </tr> <tr> <td>City:</td> <td>San Mateo</td> </tr> <tr> <td>State/Country:</td> <td>CALIFORNIA</td> </tr> <tr> <td>Postal Code:</td> <td>94404</td> </tr> </table>		Name:	Talon Therapeutics, Inc.	Street Address:	2207 Bridgepointe Parkway, Suite 250	City:	San Mateo	State/Country:	CALIFORNIA	Postal Code:	94404
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PROPERTY NUMBERS Total: 1											
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Patent Number:</td> <td>7244448</td> </tr> </tbody> </table>		Property Type	Number	Patent Number:	7244448						
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Patent Number:	7244448										
CORRESPONDENCE DATA											
Fax Number:	(617)742-4214										
Email:	lindsay.millette@nelsonmullins.com										
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>											
Correspondent Name:	Nelson Mullins Riley & Scarborough LLP										
Address Line 1:	One Post Office Square, 30th Floor										
Address Line 4:	Boston, MASSACHUSETTS 02109										
ATTORNEY DOCKET NUMBER:	HBJ-020B										
NAME OF SUBMITTER:	Jane E. Remillard, Esq.										
<p>Total Attachments: 9          source=HBJ-020B Correcting Assignment Inex to Hana Package 3-23-12#page1.tif          source=HBJ-020B Correcting Assignment Inex to Hana Package 3-23-12#page2.tif</p>											

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source=HBJ-020B Correcting Assignment Inex to Hana Package 3-23-12#page9.tif

I hereby certify that this paper (along with any paper referred to as being attached or enclosed) is being transmitted via the Office electronic filing system in accordance with § 1.6(a)(4).

Dated: March 23, 2012  
Electronic Signature for Jane E. Remillard, Esq.: /Jane E. Remillard, Esq./

Docket No.: HBJ-020B  
(PATENT)

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

\_\_\_\_\_  
In re Patent Application of:  
Thomas D. Madden *et al.*

Patent No.: 7,244,448

Confirmation No.: 6998

Issue Date: July 17, 2007

Art Unit: 1615

For: LIPOSOMAL ANTINEOPLASTIC DRUGS  
AND USES THEREOF

Examiner: G. S. KISHORE

\_\_\_\_\_  
MS: Assignment Services Branch  
U.S. Patent and Trademark Office  
P.O. Box 1450  
Alexandria, VA 22313-1450

**AFFIDAVIT UNDER MPEP § 323 AND § 323.01(C)**

I do hereby swear that the following:

1. I am a partner at the law firm of NELSON MULLINS RILEY & SCARBOROUGH LLP. My firm serves as patent counsel to Talon Therapeutics, Inc.
2. I hereby submit this affidavit in accordance with MPEP § 323 and § 323.01(c) for the above-identified U.S. patent. The Assignment between Inex Pharmaceuticals Corporation and Hana Biosciences, Inc. recorded under Reel/Frame 020417/0007 was erroneously filed in this patent. Specifically, as demonstrated by the attached copy of the recorded Assignment, the above-identified patent was *not* included in the transfer of ownership from Inex Pharmaceuticals Corporation to Hana Biosciences, Inc. Accordingly, correction of the chain of title is respectfully requested.
3. I declare that the true chain of title should be as follows:  
Assignment: 1                      Reel/Frame: 012527/0129  
Assignors:      Madden, Thomas D.  
                         Semple, Sean C.  
                         Ahkong, Quet F.

**PATENT**  
**REEL: 027919 FRAME: 0871**

Assignee: Inex Pharmaceuticals Corporation

Assignment: 2            Reel/Frame: 019287/0612  
Assignor: Inex Pharmaceuticals Corporation  
Assignee: Tekmira Pharmaceuticals Corporation

Assignment: 3            Reel/Frame: 027593/0712  
Assignor: Tekmira Pharmaceuticals Corporation  
Assignee: Talon Therapeutics, Inc.

4. I further declare that Talon Therapeutics, Inc. has been and continues to be, the sole owner of the above-identified patent pursuant to the aforementioned assignment document.

I declare further that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements are made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under §1001 of Title XVIII of the United States Code, and that such willful false statements may jeopardize the validity of this Patent.

Dated: March 23, 2012

Respectfully submitted,

Electronic signature: /Jane E. Remillard, Esq./  
Jane E. Remillard, Esq.  
Registration No.: 38,872  
NELSON MULLINS RILEY &  
SCARBOROUGH LLP  
One Post Office Square  
Boston, Massachusetts 02109-2127  
(800) 237-2000  
(617) 742-4214 (Fax)  
Attorney/Agent For Applicant

**ASSIGNMENT AND NOVATION AGREEMENT**

**THIS ASSIGNMENT AND NOVATION AGREEMENT** is dated effective April 30, 2007.

**BETWEEN:**

**INEX PHARMACEUTICALS CORPORATION**, a British Columbia corporation carrying on business at 200 – 8900 Glenlyon Parkway, Burnaby, B.C. V5J 5J8, Canada and having a registered and records address at 1500 – 1055 West Georgia St., P.O. Box 11117, Vancouver, B.C. V6E 4N7

(“**INEX**”)

**AND:**

**HANA BIOSCIENCES, INC.**, a Delaware corporation carrying on business at 700 Shoreline Court, Suite 370, South San Francisco, CA 94080, U.S.A

(“**Hana**”)

**WHEREAS:**

- A. INEX and the Board of Regents of the University of Texas System on behalf of the University of Texas M.D. Anderson Cancer Center (“**M.D. Anderson**”) have entered into a Patent and Technology License Agreement dated February 14, 2000 and amended August 15, 2000 (the “**M.D. Anderson-INEX Agreement**”) governing the use of: (i) the Sarris Patents (as defined herein) jointly owned by INEX and M.D. Anderson and in respect of which use INEX owes M.D. Anderson annual fees and royalty obligations, and (ii) the Thomas Patents (as defined herein) owned by INEX and in respect of which use INEX owes M.D. Anderson annual fees and royalty obligations.
- B. INEX and Hana have entered into a License Agreement dated May 6, 2006 (the “**INEX-Hana Agreement**”) pursuant to which Hana was granted an exclusive license to the Thomas Patents and an exclusive sublicense to the Sarris Patents, subject to the terms and conditions of: (i) the INEX-Hana Agreement wherein Hana assumed responsibility for payment of INEX’s annual fees and royalty obligations owed by INEX to M.D. Anderson, and (ii) the M.D. Anderson-INEX Agreement.
- C. INEX and Hana have entered into a Transaction Agreement dated May 6, 2006 (the “**Transaction Agreement**”) pursuant to which (i) INEX agreed to make commercially reasonable efforts to obtain the consent of MD Anderson to the assignment of the M.D. Anderson-INEX Agreement to Hana and (ii) subject to M.D. Anderson’s consent to the assignment of the M.D. Anderson-INEX Agreement and the patents referable therein to make commercially reasonable efforts to execute a license agreement which will cover a license by Hana to INEX of the Sarris Patents and the Thomas Patents provided that such license be an irrevocable, exclusive, world-wide, royalty-bearing (to M.D. Anderson, but not to Hana) license, with the right of INEX to sublicense the Sarris Patents and the Thomas Patents (and any related technology) and any improvements thereto outside the Hana Field (as defined in the INEX-Hana Agreement).

- D. Pursuant to the terms of the Transaction Agreement, INEX wishes to assign to Hana and Hana wishes to accept the assignment of (i) all of INEX's rights, obligations and responsibilities associated with the M.D. Anderson-INEX Agreement, and (ii) all of INEX's right, title and interest in and to the Sarris Patents and Thomas Patents, and the parties wish to set out in this Assignment and Novation Agreement the terms and conditions governing the assignment by INEX to Hana of the rights, obligations and responsibilities of INEX associated with the M.D. Anderson-INEX Agreement and Hana's acceptance of such assignment.
- E. The parties also wish to set out in this Assignment and Novation Agreement the parties' acknowledgement of (i) Hana's license to INEX of the Sarris Patents and the Thomas Patents (and any related technology) for use outside of the Hana Field, (ii) INEX's continuing royalty obligations to M.D. Anderson for the use of such patents outside of the Hana Field, and (iii) Hana's royalty obligations to INEX and M.D. Anderson for use of such patents in the Hana Field, all in accordance with the INEX-Hana Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises, the covenants hereinafter contained and for other valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties hereto covenant and agree with each other as follows:

#### Article 1 DEFINITIONS

##### 1.1 Definitions

In this Assignment and Novation Agreement, unless the context otherwise requires:

- 1.1.1 "INEX-Hana Agreement" means the License Agreement between INEX and Hana dated May 6, 2006 and all amendments, exhibits, schedules, appendices, purchase orders and work orders thereto.
- 1.1.2 "M.D. Anderson-INEX Agreement" means the Patent and Technology License Agreement between M.D. Anderson and INEX dated February 14, 2000, and amended as of August 15, 2000.
- 1.1.3 "Sarris Patents" mean the following patents and patent applications jointly owned by INEX and M.D. Anderson and all divisionals, continuations, continuations-in-part, reissues, renewals, extensions (including supplemental protection certificates), additions, registrations or confirmations to or of any such patent applications and patents world wide, and in respect of the use of which Sarris Patents INEX owes M.D. Anderson annual fees and royalty obligations:

PAT-4800-PSP	Compositions and Methods for Treating Lymphoma	U.S. Provisional Patent Application No. 60/127,444  EXPIRED - APRIL 1, 2000	Sarris, A. Webb, M. Logan, P. Burge, C. Goldie, J
PAT-4800-PSP1	Compositions and Methods for Treating Lymphoma	U.S. Provisional Patent Application No. 60/137,194  EXPIRED - JUNE 2, 2000	Sarris, A. Webb, M. Logan, P. Burge, C. Goldie, J
PAT-4800-NP	Compositions and Methods for Treating Lymphoma	U.S. Patent Application No. 09/541,436  US Patent Number 6,723,338 ISSUED	Sarris, A. Webb, M. Logan, P. Burge, C. Cabanillas, F. Goldie, J
PAT-4800-PCT	Compositions and Methods for Treating Lymphoma	International Patent Application No. PCT/US00/08669  International Patent Publication No. WO 00/59473	Sarris, A. Webb, M. Logan, P. Burge, C. Cabanillas, F. Goldie, J
PAT-4800-AU	Compositions and Methods for Treating Lymphoma	Australian Patent No. AU 777572  GRANTED	Sarris, A. Webb, M. Logan, P. Burge, C. Cabanillas, F. Goldie, J
PAT-4800-BR	Compositions and Methods for Treating Lymphoma	Brazilian Patent Application No. PI0009448-0  PENDING	Sarris, A. Webb, M. Logan, P. Burge, C. Cabanillas, F. Goldie, J
PAT-4800-CA	Compositions and Methods for Treating Lymphoma	Canadian Patent Application No. 2,366,787  PENDING	Sarris, A. Webb, M. Logan, P. Burge, C. Cabanillas, F. Goldie, J
PAT-4800-EP	Compositions and Methods for Treating Lymphoma	European Patent Application No. 920004.9  PENDING	Sarris, A. Webb, M. Logan, P. Burge, C. Cabanillas, F. Goldie, J
PAT-4800-IL	Compositions and Methods for Treating Lymphoma	Israeli Patent Application No. 145,720  PENDING	Sarris, A. Webb, M. Logan, P. Burge, C. Cabanillas, F. Goldie, J

PAT-4800-JP	Compositions and Methods for Treating Lymphoma	Japanese Patent Application No. 2000-609037 PENDING	Sarris, A. Webb, M. Logan, P. Burge, C. Cabanillas, F. Goldie, J
PAT-4800-SG	Compositions and Methods for Treating Lymphoma	Singapore Patent No. SG 83999 GRANTED	Sarris, A. Webb, M. Logan, P. Burge, C. Cabanillas, F. Goldie, J
PAT-4800-US	Compositions and Methods for Treating Lymphoma	U.S. Patent Application No. 09/937,674 ABANDONED – MAY 19, 2004	Sarris, A. Webb, M. Logan, P. Burge, C. Cabanillas, F. Goldie, J
PAT-4800-CIP1	Compositions and Methods for Treating Lymphoma	U.S. Patent Application No. 10/728,738 PENDING	Sarris, A. Webb, M. Logan, P. Burge, C. Cabanillas, F. Goldie, J
PAT-4800-CIP2	Compositions and Methods for Treating Lymphoma	U.S. Patent Application No. 10/915,249 ABANDONED – AUGUST 10, 2005	Sarris, A. Webb, M. Logan, P. Burge, C. Cabanillas, F. Goldie, J
PAT-4800-CNT1	Compositions and Methods for Treating Lymphoma	U.S. Patent Application No. 10/782,738 PENDING	Sarris, A. Webb, M. Logan, P. Burge, C. Cabanillas, F. Goldie, J
PAT-5600-CIP1	Compositions and Methods for Treating Cancer	U.S. Patent Application No. 10/407,864 PENDING	Sarris, A. Cabanillas, F. Logan, P. Burge, C. Goldie, J Webb, M. Madden, T. Semple, S. Ahkong, Q.F. Klimuk, S.

1.1.4 “Thomas Patents” mean the following Thomas patent applications owned by INEX and all divisionals, continuations, continuations-in-part, reissues, renewals, extensions (including supplemental protection certificates), additions, registrations or confirmations to or of any such patent applications and patents world wide, and in respect of the use of which Thomas Patents INEX owes M.D. Anderson annual fees and royalty obligations:



PAT-7200-PSP	Compositions and Methods for Treating Lymphoma	U.S. Provisional Patent Application No. 60/651,482 EXPIRED - AUGUST 10, 2005	Thomas, D.A.
PAT-7200-PCT	Compositions and Methods for Treating Lymphoma	International Patent Application No. PCT/US2005/028233	Thomas, D.A.

## Article 2 ASSIGNMENT

### 2.1 Assignment to Hana

INEX hereby assigns to Hana:

- 2.1.1 the M.D. Anderson-INEX Agreement and INEX's rights, benefits, interests and obligations thereunder, and
- 2.1.2 all of INEX's right, title and interest in and to the Sarris Patents and Thomas Patents.

### 2.2 Hana's Acceptance and Covenants

2.2.1 Hana hereby accepts the assignment of:

- (a) the M.D. Anderson-INEX Agreement and INEX's rights, benefits, interests and obligations thereunder, and
- (b) all of INEX's right, title and interest in and to the Sarris Patents and Thomas Patents.

2.2.2 Hana covenants and agrees that Hana, its successors and assigns will:

- (a) observe and perform all of its obligations under the M.D. Anderson-INEX Agreement from and after the date hereof as if Hana were one of the original parties to the M.D. Anderson-INEX Agreement in place of INEX;
- (b) observe and perform all of its obligations under the INEX-Hana Agreement in respect of the use of the Sarris Patents and Thomas Patents and the technology related thereto, by INEX and its licensees, successors and assigns outside the Hana Field; and
- (c) observe and perform all of its obligations under the INEX-Hana Agreement in respect of Hana's continuing royalty obligations to INEX for use of such patents in the Hana Field.

### 2.3 INEX Covenant

INEX covenants and agrees that INEX, its successors and assigns will observe and perform all of its obligations under the INEX-Hana Agreement in respect of:

- (a) the use of the Sarris Patents and Thomas Patents (and the technology related thereto) outside the Hana Field; and

- (b) the continuing royalty obligations to M.D. Anderson for use of such patents outside the Hana Field.

2.4 **General**

- 2.4.1 This Assignment and Novation Agreement will be construed and interpreted in accordance with the laws applicable in the State of Washington. Each party hereby consents to the exclusive jurisdiction of any federal or state court located in the State of Washington in any suit, action, or proceeding arising hereunder. The governing law and attorney provisions of the Agreements are not affected by this provision and remain unamended.
- 2.4.2 The parties will promptly execute and deliver such further documents and take such further action as may from time to time be required in order to carry out the interest and purpose of this Assignment and Novation Agreement.
- 2.4.3 Neither party may assign this Agreement in whole or in part without the prior written consent of the other party, provided that either party may, on written notice to the other party, assign this Agreement to an affiliate or entity which acquires all or substantially all of the assets of the assigning party.
- 2.4.4 This Assignment and Novation Agreement will enure to the benefit of and be binding upon the successors and assigns of the parties hereto and their successors and permitted assigns.
- 2.4.5 The parties agree to be bound by this executed Assignment and Novation Agreement delivered by facsimile copy.

2.4.6 This Assignment and Novation Agreement may be executed by the parties hereto in one or more counterparts, each of which will be deemed to be an original and all of which will together constitute one and the same instrument.

IN WITNESS WHEREOF the parties hereto have set their hands and seals as of the day and year first above written.

HANA BIOSCIENCES, INC.

Per: Mark Ahn AT  
Authorized Signatory

Name: Mark Ahn

Title: President and C.E.O.

INEX PHARMACEUTICALS CORPORATION

Per: Timothy M. Ruane  
Authorized Signatory

Name: Timothy M. Ruane

Title: President and C.E.O.