

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Sunesis Pharmaceuticals, Inc.	10/12/2010
RECEIVING PARTY DATA	
Name:	Sarcode Bioscience Inc.
Street Address:	1000 Marina Boulevard, Ste. 250
City:	Brisbane
State/Country:	CALIFORNIA
Postal Code:	94005
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13398542
CORRESPONDENCE DATA	
Fax Number:	(650)493-6811
Phone:	(650) 493-9300
Email:	tsalvacion@wsgr.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:	Wilson Sonsini Goodrich & Rosati
Address Line 1:	650 Page Mill Road
Address Line 4:	Palo Alto, CALIFORNIA 94304
ATTORNEY DOCKET NUMBER:	32411-703.305
NAME OF SUBMITTER:	Terry Salvacion
Total Attachments: 2 source=Assignment 32411703 Sunesis to Sarcode#page1.tif source=Assignment 32411703 Sunesis to Sarcode#page2.tif	

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PATENT ASSIGNMENT

Docket Number 32411-703

WHEREAS, to the extent that Sunesis Pharmaceuticals, Inc., a Delaware corporation (hereinafter "Assignor") owns any interest in the patents and applications set forth on Annex A hereto, and the invention described therein;

WHEREAS, SARcode Corporation, a Delaware corporation, having a place of business at One Embarcadero Center, Suite 2480, San Francisco, CA 94111, (hereinafter "Assignee") and Assignor are parties to an Intellectual Property Assignment and License Termination Agreement dated as of March 6, 2009 (the "Acquisition Agreement"), pursuant to which Assignor has agreed to assign, and Assignee has agreed to acquire, all the right, title and interest in and to all patents and patent applications filed by Assignee claiming any Sunesis LFA-1 Know-How and/or any other Sunesis LFA-1 Intellectual Property (as such capitalized terms are defined in the Acquisition Agreement), including the patents and patent applications set forth on Annex A, and the invention described therein, and together with all additions, divisions, continuations, continuations-in-part, substitutions, reissues, re-examinations, extensions, registrations, patent term extensions, supplemental protection certificates, renewals, provisional applications and the like with respect to any of the foregoing (collectively, the "Patents").

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Assignor to have been received in full from said Assignee:

1. Said Assignor does hereby sell, assign, transfer and convey unto said Assignee its entire right, title and interest (a) in and to said Patents, including the right to claim priority to said Patents, and including all Patents filed in the United States and corresponding non-United States Patent(s), including those filed under the Paris Convention for the Protection of Industrial Property, The Patent Cooperation Treaty, or otherwise; (b) in and to any and all Patent(s) granted on applications in the Patents in the United States, in any foreign country, or under any international convention, agreement, protocol, or treaty, including each and every application filed and any and all Patent(s) granted on any application which is a divisional, substitution, continuation, or continuation-in-part of any of Patent; and (c) in and to each and every reissue, reexamination, or extensions of any of said Patent(s).

2. Assignor hereby covenants and agrees to provide to Assignee, and/or its designee, as reasonably requested by Assignee and at Assignee's expense (including reasonable attorney's fees and other reasonable legal expenses), full cooperation and assistance (including the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documentation as may be reasonably required): (i) in order to allow Assignee to apply for, register, obtain, maintain, defend, and enforce the Patents and/or its rights therein, in any and all countries; (ii) in connection with the prosecution or defense of any interference, opposition, re-examination, reissue, infringement, declaratory judgment, or other judicial or legal administrative proceedings that may arise in connection with any such Patents (including the validity and/or enforceability thereof) (including testifying as to any facts, production of any documents, responses to any requests or demands relating to any such Patents); and/or (iii) in order to perfect the delivery, assignment, and conveyance to Assignee, its successors, assigns, and nominees, of the entire right, title, and interest in and to any and all Patents.

3. Without limiting Section 2 above, Assignor agrees that, if Assignee (and/or its designee) is unable to secure the signature of Assignor, or any of its relevant current or former employees and/or contractors after using reasonable efforts to do so (including providing written notice to Assignor or such employee or contractor, as applicable), that Assignee may deem reasonably necessary or useful in order to allow Assignee to apply for, register, obtain, maintain, defend, and enforce the Patents and/or its rights therein or to conduct any of the other activities described in Section 2 above, then Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as Assignor's agent and attorney-in-fact, to act for and on Assignor's behalf to execute and file any papers and oaths and to do all other lawfully permitted acts with respect to such rights (including the authority to exercise any grant of agency or power of attorney that Assignor may hold or have been granted, including by Assignor's relevant current or former employees and/or contractors) to further the prosecution, issuance, maintenance and enforcement of such Patents with the same legal force and effect as if executed by Assignor or such employee or contractor, as applicable. This power of attorney shall be deemed coupled with an interest, and shall be irrevocable.

4. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon the Assignor, its successors, assigns and other legal representatives.

5. Said Assignor hereby warrants and represents that the Assignor has not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

6. Said Assignor hereby requests that any Patent(s) issuing in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, be issued in the name of the Assignee, or its successors and assigns, for the sole use of said Assignee, its successors, legal representatives and assigns.

IN WITNESS WHEREOF, said Assignor has executed and delivered this instrument to said Assignee as of the date written below.

Date: 10/12/10

SUNESIS PHARMACEUTICALS, INC.
By: [Signature]
Name: Eric Bjerkholt
Title: Sr. VP & CFO

RECEIVED AND AGREED TO BY SARCODE CORPORATION:

Date: [Signature] 10/12/10

By: [Signature]
Name: CEO
Title: CEO

ANNEX A

Country	Appln No.	Filed	Publn No.	Published	Patent No.	Granted	Status
US	60681722	17-May-2005					Expired
US	11436906	17-May-2006	2006/0281739	14-Dec-2006			Published
US	12508311	23-Jul-2009	2010/0092541	15-Apr-2010			Pending
US	12508367	23-Jul-2009	2010/0092542	15-Apr-2010			Pending
PCT	PCT/US2006/019327	17-May-2006	WO 2006/125119	23-Nov-2006			30 MO DONE
AU	2006247136	17-May-2006					Pending
CA	2609053	17-May-2006					Pending
CN	0680617188.4	17-May-2006	101175488A	07-May-2008			Published
EP	06770607.7	17-May-2006	1881823	30-Jan-2008			Published
HK	08112183.4	17-May-2006	1117083A	09-Jan-2009			Published
IN	8114/DELNP/07	17-May-2006					Pending
JP	2008-512519	17-May-2006	08545656	18-Dec-2008			Published