

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
S*BIO Pte Ltd.	05/31/2012
RECEIVING PARTY DATA	
Name:	Cell Therapeutics, Inc.
Street Address:	3101 Western Avenue, Suite 600
City:	Seattle
State/Country:	WASHINGTON
Postal Code:	98121
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13438989
CORRESPONDENCE DATA	
Fax Number:	2022936229
Phone:	(202) 331-7111
Email:	swhite@cblh.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:	Connolly Bove Lodge & Hutz LLP
Address Line 1:	1875 Eye Street, NW
Address Line 2:	Suite 1100
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20006
ATTORNEY DOCKET NUMBER:	14090-00029-US2
NAME OF SUBMITTER:	R. James Balls
<p>Total Attachments: 7</p> <p>source=14090-00029-US2_Patent_Assignment_(final)#page1.tif</p> <p>source=14090-00029-US2_Patent_Assignment_(final)#page2.tif</p> <p>source=14090-00029-US2_Patent_Assignment_(final)#page3.tif</p> <p>source=14090-00029-US2_Patent_Assignment_(final)#page4.tif</p> <p>source=14090-00029-US2_Patent_Assignment_(final)#page5.tif</p> <p>source=14090-00029-US2_Patent_Assignment_(final)#page6.tif</p> <p>source=14090-00029-US2_Patent_Assignment_(final)#page7.tif</p>	

OP \$40.00 13438989

PATENT ASSIGNMENT AGREEMENT

This **PATENT ASSIGNMENT AGREEMENT** (this "Patent Assignment") is made as of the 31st day of May, 2012, by and between S*BIO Pte Ltd., a Singapore private limited company (the "Assignor") and Cell Therapeutics, Inc., a Washington corporation (the "Assignee"). All capitalized terms not otherwise defined herein shall have the respective meanings set forth in the Purchase Agreement (as defined below).

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of April 18, 2012 by and between the Assignor and the Assignee (the "Purchase Agreement"), on the terms and subject to the conditions set forth therein, at the Closing, the Assignor shall or shall cause one or more of its Subsidiaries to, sell, convey, transfer, assign and deliver to the Assignee or one or more of its Affiliates, and the Assignee or one or more of its Affiliates shall purchase and acquire from the Assignor or any of its Subsidiaries all right, title and interest, as of the Closing, in and to the Transferred Assets; and

WHEREAS, in conjunction therewith and pursuant to the Purchase Agreement, the Assignor wishes to assign to the Assignee, and the Assignee wishes to acquire from the Assignor, the patents and patent applications and the inventive subject matter described therein, listed on Schedule A attached hereto (the "Schedule A Patents") on the terms set forth herein.

ASSIGNMENT

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto provide and agree as follows:

1. Assignment of Patents. The Assignor hereby assigns to the Assignee, its successors and assigns, the Assignor's entire right, title and interest in and to (a) the Schedule A Patents; (b) any and all divisionals, continuations and continuations-in-part of the patents and patent applications referenced in the preceding clause; (c) the foreign patent applications associated with the patents and patent applications referenced in the preceding clauses (a) and (b); (d) the patents issued or issuing from the patent applications referenced in the preceding clauses (a) through (c); and (e) reissues, reexamination, restorations (including supplemental protection certificates) and extensions of an patent or patent application referenced in the preceding clauses (a) through (d); including, without limitation, the right to claim priority and to file and prosecute corresponding applications in any and all countries throughout the world and the right to sue and collect damages related thereto for past, present and future infringement of any of the foregoing (collectively the "Assigned Patents").

2. Representation and Warranty. The Assignor hereby represents, warrants and covenants that it has the full right to convey the entire interest assigned under this Patent Assignment, and that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment.

3. Further Assurances. The Assignor agrees to execute and deliver to the Assignee, without further consideration, all instruments and other documents of transfer, and to perform all lawful acts as is necessary or may be reasonably requested by the Assignee in order to protect, secure, vest, maintain, enforce and record good title to the Assigned Patents in the Assignee, its successors, legal representatives and assigns. In the event that Assignee is unable for any reason to secure Assignor's signature on any document needed in connection with the actions specified in this paragraph, or to otherwise perfect in Assignee the entire right, title, and interest in and to the Assigned Patents, Assignor hereby irrevocably designates and appoints the Assignee and its duly authorized officers and agents as its agent and attorney-in-fact, to act for and on its behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of this assignment with the same legal force and effect as if executed by Assignor.

4. Recordation. The Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, and the corresponding entities or agencies in any country foreign to the United States, to record the Assignee as the assignee and owner of record of the Assigned Patents issued in the United States or issued or registered in any corresponding jurisdiction.

5. Binding Assignment. This Patent Assignment will be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

6. Governing Law. THIS PATENT ASSIGNMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW THAT WOULD REQUIRE THE APPLICATION OF ANY OTHER LAW. Each party hereto agrees that it shall bring any action or proceeding in respect of any claim arising out of or related to this Patent Assignment or the transactions contained in or contemplated by this Patent Assignment, exclusively in the United States District Court for the Northern District of California or any California State court sitting in San Francisco (the "Chosen Courts"), and solely in connection with claims arising under this Patent Assignment or the transactions that are the subject of this Patent Assignment (i) irrevocably submits to the exclusive jurisdiction of the Chosen Courts, (ii) waives any objection to laying venue in any such action or proceeding in the Chosen Courts, (iii) waives any objection that the Chosen Courts are an inconvenient forum or do not have jurisdiction over any party hereto and (iv) agrees that service of process upon such party in any such action or proceeding shall be effective if notice is given in accordance with Section 9.1 of the Purchase Agreement. Each party hereto irrevocably waives any and all right to trial by jury in any legal proceeding arising out of or relating to this Patent Assignment or the transactions contemplated hereby.

7. Severability. The provisions of this Patent Assignment shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Patent Assignment, or the application thereof to any person or entity or any circumstance, is invalid or unenforceable, (a) a suitable and equitable provision shall be substituted therefore in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision and (b) the remainder of this Patent Assignment and the application of such provision to other person or entity or circumstances shall not be affected by such invalidity or unenforceability, nor shall

such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

8. Counterparts. This Patent Assignment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same Patent Assignment. The exchange of copies of this Patent Assignment and of signature pages by facsimile transmission shall constitute effective execution and delivery of this Patent Assignment as to the parties and may be used in lieu of the original Patent Assignment for all purposes. Signatures of the parties transmitted by facsimile shall be deemed to be their original signatures for all purposes.

9. Headings. The heading references herein and the table of contents hereof are for convenience purposes only, and shall not be deemed to limit or affect any of the provisions hereof.

10. Amendment; Waiver; Remedies Cumulative. Any provision of this Patent Assignment may be amended or waived if, and only if such amendment or waiver is in writing and signed, in the case of an amendment, by the Assignee and the Assignor, or in the case of a waiver, by the party against whom the waiver is to be effective. No notice or demand on one party will be deemed to be a waiver of any obligation of that party or the right of the party giving a notice or demand to take further action without notice or demand as provided in this Patent Assignment. No waiver that may be given by a party will be applicable except for the specific instance for which it is given. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be signed by its duly authorized officer this 30 day of May 2012.

ASSIGNOR

S*BIO PTE LTD

a Singapore private limited company

By: Tamar D. Howson

Name: Tamar D. Howson

Title: Interim CEO

STATE OF New York)

COUNTY OF New York) ss

On this 30 day of May, 2012 before me appeared Tamar D. Howson, the person who signed this instrument, who acknowledged that he/she signed it as a free act on his/her own behalf and on behalf of the identified corporation with authority to do so.

Veronica Perez
Notary Public

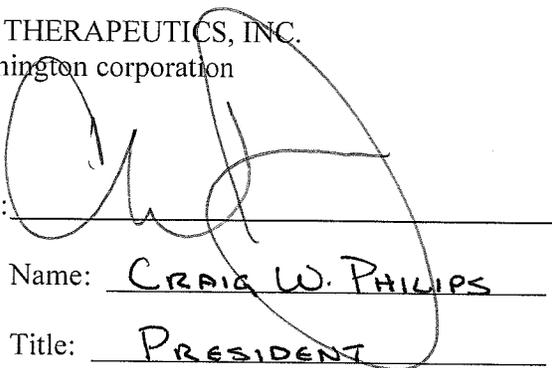
My Commission Expires:

VERONICA PEREZ
NOTARY PUBLIC STATE OF NEW YORK
NO. 01PES10000
MY COMMISSION EXPIRES 7/21/2012

ASSIGNEE

CELL THERAPEUTICS, INC.
a Washington corporation

By: _____

A large, stylized handwritten signature in black ink, appearing to read 'C. W. Phillips', is written over a horizontal line. The signature is enclosed within a large, hand-drawn oval.

Name: CRAIG W. PHILLIPS

Title: PRESIDENT

SCHEDULE A

"OXYGEN LINKED PYRIMIDINE DERIVATIVES"		
Jurisdiction	Application No.	Patent No. (if any)
Australia	2006316071	2006316071
Brazil	PI06185525	
Canada	2,629,443	
China	200680050676.5	ZL200680050676.5
Europe	06813132.5	
Hong Kong	09100412.1	
India	2191/KOLNP/2008	
Indonesia	WO200801506	
Japan	2008-541128	
Malaysia	PI 20081674	
Mexico	MX/a/2008/006432	298029
New Zealand	568325	568325
PCT	PCT/SG2006/000352	
Philippines	1-2008-501125	
Philippines	1-2012-501002	
Philippines	1-2012-501003	
Singapore	200803992-7	142892
South Africa	2008/04208	2008/04208
South Korea	10-2008-7013543	
Taiwan	095142296	
Thailand	0601005660	
USA	12/093,867	8,153,632
USA	13/438,989	
Vietnam	1-2008-10477	

"11-(2-PYRROLIDIN-1-YL-ETHOXY)-14,19-DIOXA-5,7,26-TRIAZA-TETRACYCLO[19.3.1.1(2,6).1(8,12)]HEPTACOSA-1(25),2(26), 3,5,8,10,12(27),16,21,23-DECAENE CITRATE SALT"		
Jurisdiction	Application No.	Patent No. (if any)
Argentina	P090104834	
Australia	2009325147	
Brazil	PI 0922736-9	
Canada	2,746,058	
China	200980150325.5	
Europe	09788621.2	
GCC	14895	
Hong Kong	12102375.7	
India	2306/KOLNP/2011	
Indonesia	W00201102475	
Israel	213418	
Japan	2011-540664	
Korea	10-2011-7015738	
Malaysia	PI 2011002647	
Mexico	MX/A/2011/006206	
New Zealand	593223	
PCT	PCT/SG2009/000473	

[SCHEDULE A TO PATENT ASSIGNMENT]

"11-(2-PYRROLIDIN-1-YL-ETHOXY)-14,19-DIOXA-5,7,26-TRIAZA-TETRACYCLO[19.3.1.1(2,6).1(8,12)]HEPTACOSA-1(25),2(26), 3,5,8,10,12(27),16,21,23-DECAENE CITRATE SALT"		
Jurisdiction	Application No.	Patent No. (if any)
Philippines	1-2011-501084	
Russia	2011126173	
Singapore	201104006-0	
South Africa	2011/04032	
Taiwan	098142605	
Thailand	0901005538	
USA	13/133,297	
Vietnam	1-2011-01814	

"11-(2-PYRROLIDIN-1-YL-ETHOXY)-14,19-DIOXA-5,7,26-TRIAZA-TETRACYCLO[19.3.1.1(2,6).1(8,12)]HEPTACOSA-1(25),2(26), 3,5,8,10,12(27),16,21,23-DECAENE MALEATE SALT"		
Jurisdiction	Application No.	Patent No. (if any)
Argentina	P090104835	
Europe	09793626.4	
GCC	14896	
PCT	PCT/SG2009/000474	
Taiwan	098142603	
Thailand	0901005537	
USA	13/133,288	

"9E-15-(2-PYRROLIDIN-1-YL-ETHOXY)-7,12,25-TRIOXA-19,21,24-TRIAZA-TETRACYCLO[18.3.1.1(2,5).1(14,18)]HEXACOSA-1(24),2,4,9,14,16,18 (26),20,22-NONAENE CITRATE SALT"		
Jurisdiction	Application No.	Patent No. (if any)
Argentina	P 10 01 02594	
Brazil	BR 11 2012 000750 5	
Canada	2,768,210	
China	201080032627.5	
Europe	10737645.1	
GCC	GC 2010-16322	
Japan	TBA	
Mexico	MX/A/2012/000680	
PCT	PCT/SG2010/000265	
Russia	2012105044	
Taiwan	099123331	
Thailand	1001001083	
USA	13/384,139	

[SCHEDULE A TO PATENT ASSIGNMENT]