

PATENT ASSIGNMENT

Electronic Version v1.1
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| 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 |
| Total Attachments: 7 source=14090-00029-US2_Patent_Assignment_(final)#page1.tif source=14090-00029-US2_Patent_Assignment_(final)#page2.tif source=14090-00029-US2_Patent_Assignment_(final)#page3.tif source=14090-00029-US2_Patent_Assignment_(final)#page4.tif source=14090-00029-US2_Patent_Assignment_(final)#page5.tif source=14090-00029-US2_Patent_Assignment_(final)#page6.tif source=14090-00029-US2_Patent_Assignment_(final)#page7.tif | |

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 a 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: 

Name: CRAIG W. PHILLIPS

Title: PRESIDENT

[SIGNATURE PAGE TO PATENT ASSIGNMENT]

PATENT
REEL: 028825 FRAME: 0711

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]