## 502035779 08/23/2012

## PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	

## **CONVEYING PARTY DATA**

Name	Execution Date
ASH STEVENS, INC.	06/04/2010

# RECEIVING PARTY DATA

Name:	CELGENE INTERNATIONAL SARL		
Street Address:	Route de Perreux 1		
City:	Boudry		
State/Country:	SWITZERLAND		
Postal Code:	2017		

## PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	13587770

## **CORRESPONDENCE DATA**

Fax Number: 8583141150 Phone: 858-314-1200

Email: scgenua@jonesday.com, mvdiaz@jonesday.com

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

US Mail.

Correspondent Name: JONES DAY
Address Line 1: 222 East 41st Street
Address Line 2: Sandra Genua

Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	226269-999304
NAME OF SUBMITTER:	Sandra Genua (for J. Lou)

#### **Total Attachments: 4**

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PATENT REEL: 028839 FRAME: 0732 CH \$40.00 1558/

## Schedule A Form of Assignment

#### ASSIGNMENT

WHEREAS, ASH STEVENS, INC. ("ASSIGNOR"), a Michigan corporation, having a place of business at 5861 John C. Lodge Freeway, Detroit, Michigan 48202, owns solely or jointly with PHARMION LLC (successor-in-interest to Pharmion Corporation), an affiliate of ASSIGNEE (as defined below), all right, title and interest in the patent applications and patents identified in the attached Schedule A-1 and all inventions disclosed, described and claimed therein (the "Inventions");

WHEREAS, CELGENE INTERNATIONAL SARL ("ASSIGNEE"), a Swiss corporation, having a place of business at Route de Perreux 1, 2017 Boudry, Switzerland, is desirous of obtaining ASSIGNOR's entire right, title and interest in the Inventions, including the right to bring an action, powers and benefits arising from ownership of the patent applications and patents, including, without limitation, the right to sue for damages and other legal and equitable remedies (and retain any financial award made in any action) in respect of all causes of action arising prior to, on, or after the Effective Date (as defined below), and recover damages for past infringements, if any; and

WHEREAS, ASSIGNOR is desirous of assigning to ASSIGNEE ASSIGNOR's entire right, title and interest in the Inventions, including, if any, the right to bring an action, powers and benefits arising from ownership of the patent applications and patents, including, without limitation, if any, the right to sue for damages and other legal and equitable remedies (and retain any financial award made in any action) in respect of all causes of action arising prior to, on, or after the Effective Date, and recover damages for past infringements, if any;

NOW, THEREFORE, effective as of August 24, 2009 (the "Effective Date"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the said ASSIGNOR has sold, assigned, transferred and set over, and does hereby sell, assign, transfer and set over, unto the said ASSIGNEE, its successors, legal representatives and assigns, (1) ASSIGNOR's entire right, title and interest in the Inventions, including, if any, the right to bring an action, powers and benefits arising from ownership of the patent applications and patents, including, without limitation, if any, the right to sue for damages and other legal and equitable remedies (and retain any financial award made in any action) in respect of all causes of action arising prior to, on, or after the Effective Date, and recover damages for past infringements, if any; and (2) ASSIGNOR's entire right, title and interest in the patents and patent applications listed on Schedule A-1 (including, without limitation, the continuing applications listed on Schedule A-1 filed after the Effective Date), any patent applications based on, and patents that have been or may be granted pursuant to, any applications listed on Schedule A-1, as well as any patent applications and patents anywhere in the world that claim or may claim priority from, or from which they claim or may claim priority, or that are or may be related to any of the foregoing patent applications or patents in any country of the world, including, without limitation, any and all reissues, divisions, continuations, continuations-in-part, renewals, substitutes, or extensions (including, without limitation, supplementary Protection Certificates) thereof, and including, without limitation, all patents or applications for industrial property protection (including, without limitation, all patents, utility models, inventors' certificates and designs, or any applications for any of the foregoing, that may hereafter be granted, or filed, for said Inventions in any country or countries, toge

AND the said ASSIGNOR hereby authorizes and requests the Commissioner for Patents and any Official of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to the said ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument;

AND the said ASSIGNOR hereby covenants and agrees that it has full right to convey the entire-interest herein assigned, and that the said ASSIGNOR has not executed, and will not execute, any agreement in conflict herewith;

AND the said ASSIGNOR hereby further covenants and agrees that it will communicate to the said ASSIGNEE, its successors, legal representatives and assigns, any facts known to the said ASSIGNOR respecting said Inventions, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing, reissue and foreign applications, make all rightful oaths, and generally do everything possible to aid the said ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper protection for said Inventions in all countries.

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IN TESTIMONY WHEREOF, the person executing this Assignment in a representative capacity on behalf of ASSIGNOR to be effective as of the Effective Date warrants that he/she is fully authorized and empowered to do so and signs his/her name on the date indicated below.

ASSIGNOR: ASH S	TEVENS, INC.
Signature:	
Name:	Stephan A. Munk
Title:	Co e trail
Date:	4 Jam Low
State of Michigay	) <sub>SS.:</sub>
County of Wayne	
haleba avacuted the san	on whose name is subscribed to the within instrument and acknowledged to me that he in his/her authorized capacity, and that by his/her signature on the instrument the n behalf of which the person acted, executed the instrument.
YATNESS my l	hand and official seal
pecelo	Janasio
NOTARY PUBL COUNTY	KENDRICK LIC, STATE OF MI OF WAYNE EXPIRES Jul 29, 2012
behalf of ASSIGNEE ac	NY WHEREOF, the person executing this Assignment in a representative capacity on exerting the Assignment to be effective as of the Effective Date warrants that he/she is bowered to do so and signs his/her name on the date indicated below.
ASSIGNEE: CELG	ENE INTERNATIONAL SARL
	IN
Signature:	- 97/ Aug
Name:	Robert J. Hugin
Title:	managing officer
Date:	Jene 8, 2010
State of New Jan	and the same of th
County of	- 988.: シ)
- he/spe executed the san	2010, before me, personally known to me on the basis of satisfactory on whose name is subscribed to the within instrument and acknowledged to me that ne in his/her authorized capacity, and that by his/her signature on the instrument them behalf of which the person acted, executed the instrument.
WITNESS my	hand and official seal
Jacroso-	Theres
FELICI	A TURNER 2/
NOTARY PUBLI My Commission	C OF NEW JERSEY Expires June 2, 2011

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## Schedule A-1

# (1) Patent applications and patents solely owned by Ash Stevens, Inc.

Country	Application No.	Filing Date	Patent No.	Issue Date (if applicable)	Application Title
United States of America	11/381,275	May 2, 2006			Synthesis of 5-Azacytidine
United States of America	12/208,238	September 10, 2008			Synthesis of 5-Azacytidine
United States of America	10/390,526	March 17, 2003	U.S. Patent No. 7,038,038	Issued May 2, 2006	Synthesis of 5-Azacytidine
Patent Cooperation Treaty	PCT/US2004/ 007894	March 16, 2004			Synthesis of 5-Azacytidine

# (2) Patent applications and patents jointly owned by Ash Stevens, Inc. and Pharmion LLC

Country	Application No.	Filed	Patent No.	Issue Date (if applicable)	Application Title
United States of America	11/052,615	February 7, 2005	U.S. Patent No. 7,078,518	Issued July 18, 2006	Forms of 5-Azacytidine
United States of America	10/390,578	March 17, 2003	U.S. Patent No. 6,887,855	Issued May 3, 2005	Forms of 5-Azacytidine
United States of America	11/458,365	July 18, 2006			Forms of 5-Azacytidine
United States of America	11/198,550	August 5, 2005	U.S. Patent No. 7,700,770	Issue date April 20, 2010	Methods for Isolating Crystalline Form I of 5- Azacytidine
United States of America	10/390,530	March 17, 2003	U.S. Patent No. 6,943,249	Issued September 13, 2005	Methods for Isolating Crystalline Form I of 5- Azacytidine
United States of America	12/729,116	March 22, 2010			Pharmaceutical Compositions Comprising Crystal Forms of 5- Azacytidine
Patent Cooperation Treaty	PCT/US2004/ 007895	March 16, 2004			Forms of 5-Azacytidine
Patent Cooperation Treaty	PCT/US2004/ 007896	March 16, 2004			Methods for Isolating Crystalline Form I of 5- Azacytidine
European Patent Convention	04721078.6	March 16, 2004		d) mayor annotation	Methods for Isolating Crystalline Form I of 5- Azacytidine
European Patent Convention	04721074.5	March 16, 2004			Forms of 5-Azacytidine
European Patent Convention	10151392.7	January 22, 2010			Methods for Isolating Crystalline Form 1 of 5- Azacytidine
Argentina	P050103980	September 21, 2005			Methods for Isolating Crystalline Form I of 5- Azacytidine
Australia	2004222274	March 16, 2004			Methods for Isolating Crystalline Form 1 of 5- Azacytidine

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Country	Application No.	Filed	Patent No.	Issue Date (if applicable)	Application Title
Brazil	PI0408506-0	March 16, 2004			Methods for Isolating Crystalline Form 1 of 5- Azacytidine
Canada	2,518,973	March 16, 2004			Methods for Isolating Crystalline Form I of 5- Azacytidine
Chile	2267-2005	September 2, 2005			Methods for Isolating Crystalline Form 1 of 5- Azacytidine
Ecuador	SP-05-6023	March 16, 2004			Methods for Isolating Crystalline Form I of 5- Azacytidine
Japan	2006-507211	March 16, 2004			Methods for Isolating Crystalline Form 1 of 5- Azacytidine
Mexico	PA/a/2005/00 9969	March 16, 2004	Mexican Patent No. 270280	Granted September 22, 2009	Methods for Isolating Crystalline Form I of 5- Azacytidine
Mexico	MX/a/2009/0 10078	September 21, 2009			Methods for Isolating Crystalline Form I of 5- Azacytidine

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