

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Keryx Biopharmaceuticals, Inc.	08/06/2012
RECEIVING PARTY DATA	
Name:	AEterna Zentaris GmbH
Street Address:	Weismuellerstrasse 50
City:	Frankfurt Am Main
State/Country:	GERMANY
Postal Code:	D-60314
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13077766
CORRESPONDENCE DATA	
Fax Number:	
Phone:	212-459-7483
Email:	fsawyer@goodwinprocter.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:	Timothy J. Doyle
Address Line 1:	620 8th Avenue, 25th Floor
Address Line 2:	Goodwin Procter LLP
Address Line 4:	New York, NEW YORK 10018
ATTORNEY DOCKET NUMBER:	ZEN-032-NP
NAME OF SUBMITTER:	Timothy J. Doyle - 58,127
Total Attachments: 5 source=ZEN-032 Assignment#page1.tif source=ZEN-032 Assignment#page2.tif source=ZEN-032 Assignment#page3.tif source=ZEN-032 Assignment#page4.tif source=ZEN-032 Assignment#page5.tif	

OP \$40.00 13077766

ASSIGNMENT

WHEREAS, Keryx Biopharmaceuticals, Inc., a corporation organized and existing under the laws of the State of Delaware, and having its principal place of business at 750 Lexington Avenue, 20th Floor, New York, New York 10022 (hereinafter referred to as Assignor) is the sole and exclusive owner, by assignment, of the patent applications (and patents issuing on such applications) set forth on Exhibit A attached hereto and incorporated herein by reference (collectively, the "Patent Rights") and the invention(s) described and/or claimed in the Patent Rights (the "Inventions"); and

WHEREAS, AEterna Zentaris GmbH, a corporation organized under and pursuant to the laws of Germany, having its principal place of business at Weismuellerstrasse 50; Frankfurt Am Main D-60314, GERMANY (hereinafter referred to as Assignee) is desirous of acquiring the right, title and interest in, to and under the Inventions and Patent Rights; and

WHEREAS, Assignor now wishes to assign the Inventions and Patent Rights to Assignee, and Assignee desires to acquire the Inventions and Patent Rights from Assignor; and

NOW, THEREFORE, in consideration of and in exchange for the sum of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, the said Assignor has sold, assigned, transferred and set over, and does hereby sell, assign, convey and transfer unto Assignee and its successors, assigns, and legal representatives, Assignor's entire right, title and interest in and throughout the world in and to the Inventions, together with Assignor's entire right, title and interest in and to the Patent Rights and such other patents as may issue thereon or claim priority under United States law or international convention, including but not limited to non-provisionals, continuations, divisionals, reissues, reexaminations, extensions, and substitutions of patents and patent applications within the Patent Rights or such other patents, and any right, title and interest Assignor may have in applications to which the Patent Rights claim priority; the Inventions and the Patent Rights to be held and enjoyed by Assignee for its own use and behalf and for its successors, assigns and legal representatives, to the full end of the term for which said patents may be granted as fully and entirely as the same would have been held by Assignor had this assignment and sale not been made; and Assignor hereby conveys all of its rights arising under or pursuant to any and all United States laws and international agreements, treaties or laws relating to the protection of industrial property by filing any such applications for patent, including but not limited to any cause(s) of action and damages accruing prior to this assignment. Assignor hereby acknowledges that this assignment, being of Assignor's entire right, title and interest in and to the Inventions and the Patent Rights carries with it the right in Assignee to apply for and obtain from competent authorities in all countries of the world any and all patents by attorneys and agents of Assignee's selection and the right to procure the grant of all patents to Assignee in its own name as assignee of Assignor's entire right, title and interest therein.

Assignor hereby further agrees for itself and its successors, assigns, agents, and legal representatives to execute upon request any other lawful documents and likewise to perform any other lawful acts which may be deemed necessary to secure fully the Patent Rights to Assignee, its successors, assigns, and legal representatives, as well as to third parties at the request of Assignee including the execution of documents (including, without limitation, petitions, specifications, oaths, assignments, disclaimers, declarations and affidavits) relating to non-provisional, substitution, continuation, divisional, reissue, reexamination, or corresponding foreign or international patent applications within the Patent Rights, as requested by Assignee, and generally do everything possible to aid Assignee, its

successors, assigns and legal representatives to obtain, record, maintain, and enforce full protection for the Inventions in all countries, but in each instance at Assignee's reasonable expense.

Assignor hereby further agrees to provide documentary evidence and statements or testimony in any interference, opposition, re-examination, reissue or other proceeding in which any of the Patent Rights may be involved.

Assignor hereby warrants that it has not knowingly conveyed to others any rights in the Patent Rights or the Inventions or any license to use the same or to make, use or sell anything embodying or utilizing any of the Inventions, and that it has good right to assign the Inventions and the Patent Rights without encumbrance.

Assignor does hereby authorize the Director of the United States Patent & Trademark Office, and the empowered officials of all other governments whose duty it is to record patents, applications and title thereto, to record the Patent Rights and title thereto as the property of Assignee, its successors, assigns, or legal representatives in accordance with the terms of this instrument.

Assignor does hereby further authorize and request the Director of the United States Patent and Trademark Office and the empowered officials of all other governments to issue such Patent Rights or patents as shall be granted upon the Patent Rights, or applications based thereon, to Assignee, its successors, assigns, or legal representatives.

Assignee and Assignor also agree that multiple copies of this Assignment may be executed, each of which shall be deemed an original, and each of which shall be valid and binding upon Assignee and Assignor.

IN WITNESS WHEREOF, the Assignor hereunto has caused this Assignment to be executed by their duly authorized representatives on the date indicated below.

Keryx Biopharmaceuticals, Inc.

Date: August 6, 2012

By: [Signature]

Name: James Oliviero

Title: CFO

On this 6th day of August, 2012, before me, the undersigned Notary Public, personally appeared James Oliviero, proved to me through satisfactory evidence of identification to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of Assignor and executed this document of his/her own free will.

[Signature]

Signature of Notary

THOMAS JOSEPH CAVANAGH
Notary Public, State of New York
No. 01CA8250889
Qualified in Queens County
Commission Expires October 31, 2015

My Commission Expires: October 31st, 2015

Witness 1:

[Signature]

Ron Bentsen

Name

USA
Nationality

Married
Marital status

CEO
Occupation

212 Highland Ave.
Address
Tenafly, NJ 07670

Witness 2:

[Signature]
Connie Ames

Name

U.S.A.
Nationality

Single
Marital status

Controller
Occupation

211 E 14th St. #3
Address
New York, NY 10003

ACCEPTANCE OF ASSIGNMENT

The Assignee hereby acknowledges and accepts the foregoing assignment of rights by Assignor.

IN TESTIMONY WHEREOF, the Assignee, by its undersigned officer, confirms its acceptance on the date and in the place set forth below.

AEterna Zentaris GmbH

Date: _____, 2012

By: _____

Name: _____

Title: _____

On this ____ day of July, 2012, before me, the undersigned Notary Public, personally appeared _____, proved to me through satisfactory evidence of identification to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of Assignee and executed this document of his/her own free will.

(Seal)

Signature of Notary

My Commission Expires: _____

Witness 1:

Name

Nationality

Marital status

Occupation

Address

Witness 2:

Name

Nationality

Marital status

Occupation

Address

Exhibit A

PATENT RIGHTS

Application No. Publication No.	Country	Title	Inventor(s)	Application Date	Publication Date
61/319,315	United States	Perifosine and Capecitabine as a Combined Treatment for Cancer	Enrique Poradosu Peter Sportelli	March 31, 2010	N/A
13/077,766 US 2011-0243933	United States	Perifosine and Capecitabine as a Combined Treatment for Cancer	Enrique Poradosu Peter Sportelli	March 31, 2011	October 6, 2011
PCT/US2011/030800 WO 2011/123691	PCT	Perifosine and Capecitabine as a Combined Treatment for Cancer	Enrique Poradosu Peter Sportelli	March 31, 2011	October 6, 2011
MX/a/2011/011596	Mexico	Perifosine and Capecitabine as a Combined Treatment for Cancer	Enrique Poradosu Peter Sportelli	March 31, 2011	N/A
N/A (not yet filed)	Canada	Perifosine and Capecitabine as a Combined Treatment for Cancer	Enrique Poradosu Peter Sportelli	N/A	N/A