

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
ChemGenex Pharmaceuticals Pty Ltd	03/12/2012
RECEIVING PARTY DATA	
Name:	Ivax International GmbH
Street Address:	Alpenstrasse 2
City:	Rapperswil
State/Country:	SWITZERLAND
Postal Code:	8640
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6987103
CORRESPONDENCE DATA	
Fax Number:	6107277651
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(610) 727-6341
Email:	uspatentcounsel@tevapharm.com
Correspondent Name:	Cephalon, Inc.
Address Line 1:	41 Moores Road
Address Line 2:	PO Box 4011
Address Line 4:	Frazer, PENNSYLVANIA 19355
ATTORNEY DOCKET NUMBER:	CXP691 US
NAME OF SUBMITTER:	Maryann Barut
Total Attachments: 6 source=Novation Deed#page1.tif source=Novation Deed#page2.tif source=Novation Deed#page3.tif source=Novation Deed#page4.tif source=Novation Deed#page5.tif source=Novation Deed#page6.tif	

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NOVATION DEED

CHEMGENEX PHARMACEUTICALS PTY LTD

STRAGEN INTERNATIONAL N.V.

STRAGEN INVESTMENT B.V.

STRAGEN PHARMA S.A.

IVAX INTERNATIONAL GMBH

Novation Deed

Details

Parties

ChemGenex	Name	ChemGenex Pharmaceuticals Pty Ltd (formerly ChemGenex Pharmaceuticals Limited)
	ACN	000 248 304
	Address	Level 2, 37-39 Epping Road, Macquarie Park, New South Wales, 2113, Australia
Stragen Int'l	Name	Stragen International N.V.
	Address	Van Engelenweg 23, Willemstad, Curacao
Stragen Investment	Name	Stragen Investment B.V.
	Address	Vrieseuweg 82 3311 NX Dordrecht, Netherlands
Stragen Pharma	Name	Stragen Pharma S.A.
	Address	3, Chemin du Pré Fleuri, 1228 Plan Les Ouates, Switzerland
Ivax	Name	Ivax International GmbH
	Address	Alpenstrasse 2 8640 Rapperswil, Switzerland

Recitals

- A** ChemGenex, Stragen Int'l, Stragen Investment, and Stragen Pharma are parties to the Existing Contract.
- B** ChemGenex and Ivax have entered into an assignment agreement under which ChemGenex will assign all of its intellectual property rights to Ivax, including ChemGenex's intellectual property rights in relation to omacetaxine mepesuccinate (hereafter the "Assignment").
- C** In view of the Assignment referred to in Recital B, the parties to this deed have agreed to the novation of the Existing Contract on the terms of this deed.

1 Definitions and Interpretation

1.1 Definitions

In this deed, the following meanings apply unless the contrary intention appears:

Affiliate means with respect to any Person, any other Person which, at the time of determination, directly or indirectly through one or more intermediaries Controls, is Controlled by or is under common Control with such Person. "**Person**" means any individual, corporation, partnership, joint venture, limited liability company, association, joint-stock company, trust, unincorporated organization or governmental entity. "**Control**" means, as to any Person, the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise. The terms "Controlled by," "under common Control with" and "Controlling" shall have correlative meanings.

Claim means any allegation, debt, cause of action, liability, claim, proceeding, suit or demand of any nature howsoever arising and whether present or future, fixed or unascertained, actual or contingent, whether at law, in equity, under statute or otherwise.

Confidential Information has the meaning given in the New Contract.

Costs includes costs, charges and expenses, including those incurred in connection with advisers.

Existing Contract means the Intellectual Property Assignment Deed dated as of June 9, 2008 by and between ChemGenex, Stragen International, Stragen Investment and Stragen Pharma.

New Contract means the new contract formed under clause 2.1.

Novation Date means March 12, 2012.

Pre-existing Obligations has the meaning given in clause 2.2.

Pre-existing Rights has the meaning given in clause 2.2.

1.2 Interpretation

In this deed, unless a contrary intention appears:

- (a) words or expressions importing the singular include the plural and vice versa;
- (b) any reference to a recital, clause or paragraph is a reference to a recital, clause or paragraph of this deed;
- (c) words or expressions importing a gender include the other gender;
- (d) words or expressions denoting individuals include corporations, firms, unincorporated bodies, government authorities and instrumentalities;
- (e) where a word or expression is defined or given meaning, another grammatical form has a corresponding meaning;
- (f) any heading, index, table of contents or marginal note is for convenience only and does not affect the interpretation of this deed; and
- (g) a provision of this deed shall not be construed to the disadvantage of a party merely because that party was responsible for the preparation of this document or the inclusion of the provision in this document.

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2 Novation

2.1 Novation

With effect on and from the Novation Date, the parties agree that:

- (a) subject to clause 2.2, the Existing Contract is discharged; and
- (b) the New Contract is created on the same terms and conditions as the Existing Contract except that:
 - (i) Ivax is substituted for ChemGenex and each reference to ChemGenex will be read as a reference to Ivax in the New Contract;

2.2 Treatment of rights, obligations and liabilities under the Existing Contract

- (a) On and from the Novation Date:
 - (i) ChemGenex unconditionally and irrevocably assigns to Ivax by this deed all of ChemGenex's accrued rights under and interest in the Existing Contract (**Pre-Existing Rights**) with the intention that Ivax shall enjoy all rights and benefits accruing to ChemGenex under the Existing Contract as at the Novation Date;
 - (ii) each of Stragen Int'l, Stragen Investment, and Stragen Pharma releases ChemGenex from all existing and future obligations under the Existing Contract and all Claims in connection with the Existing Contract which, but for this release, it had or may in the future have had against ChemGenex in connection with the Existing Contract; and
 - (iii) Ivax assumes responsibility for all obligations and liabilities of ChemGenex owed to Stragen Int'l, Stragen Investment or Stragen Pharma under the Existing Contract arising in connection with the performance of the Existing Contract before the Novation Date (**Pre-existing Obligations**).
- (b) Stragen Int'l, Stragen Investment and Stragen Pharma acknowledge and agree that this deed constitutes proper notice to them of the assignment referred to in clause 2.2(a)(i) and that no further notice of that assignment is required to be given to them.

2.3 Stragen consent

Stragen Int'l, Stragen Investment and Stragen Pharma hereby consent for the purpose of clause 8.7 of the Existing Contract to the transfer of rights and obligations under the Existing Contract given effect to by clauses 2.1 and 2.2.

2.4 Acknowledgement

Each party acknowledges that nothing in this deed or the Assignment referred to in Recital B constitutes:

- (a) a breach of any term or warranty of the Existing Contract or the New Contract;
- (b) an event of default under the Existing Contract or the New Contract; or
- (c) any other event or circumstance which, with the giving of notice, lapse of time, or fulfillment of any condition, would result in the acceleration of any payment to be made under, or the termination or enforcement of, the Existing Contract or the New Contract.

3 General

3.1 Costs

The parties agree to pay their own legal and other Costs in connection with the negotiation, preparation, execution and completion of this deed and of other related documentation.

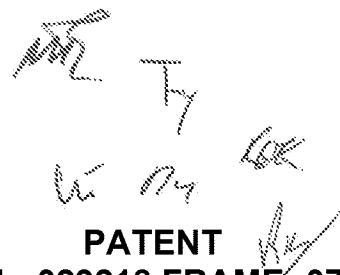
3.2 Further steps

Each party agrees, at its own expense, to do anything commercially reasonable the other party asks (such as obtaining consents, signing and producing documents and getting documents completed and signed) as may be necessary or desirable to give full effect to the provisions of this deed and the transactions contemplated by it.

3.3 Counterparts

This deed may be executed in any number of counterparts, and by the parties in separate counterparts, but is not effective until each party has executed at least one counterpart. Each counterpart of this deed constitutes an original of this document but the counterparts together constitute one and the same instrument.

[Remainder of this page intentionally left blank. Signature page follows.]

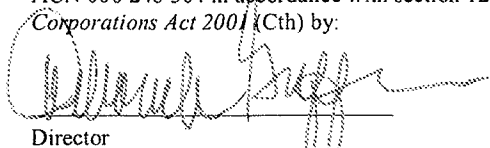



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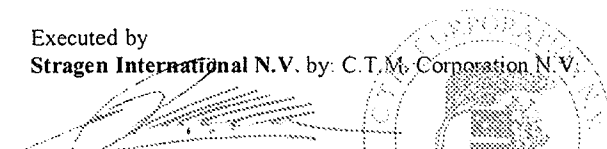
EXECUTED as a deed

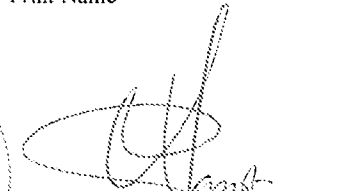
Executed by
ChemGenex Pharmaceuticals Pty Ltd
 ACN 000 248 304 in accordance with section 127 of the
Corporations Act 2001 (Cth) by:


 Director
 Print Name

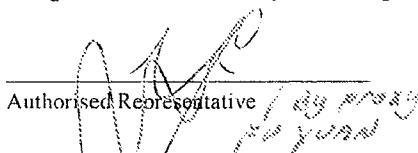

 Director/Secretary
 Print Name *RON KAC*

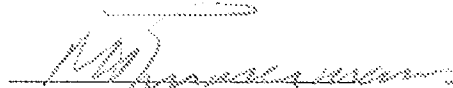
Executed by
Stragen International N.V. by: C.T.M. Corporation N.V.


 Authorised Representative
 Engelmindus George Praag

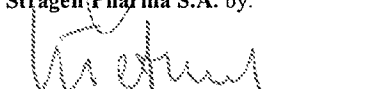

 Authorised Representative
 Rosa M. Hanst-Fernandes Correia

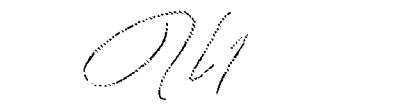
Executed by
Stragen Investment B.V. by: FP Management B.V.


 Authorised Representative

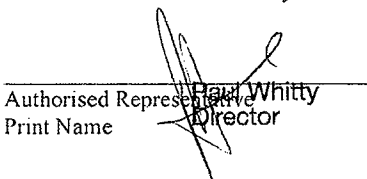

 Authorised Representative
 Mark J. Timmermans

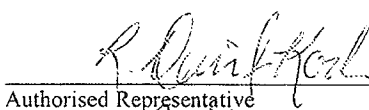
Executed by
Stragen Pharma S.A. by:


 Authorised Representative
 Print Name *Jean Luc TETARD*


 Authorised Representative
 Print Name *Bernard MAULDER*

Executed by
Ivax International GmbH by:


 Authorised Representative
 Print Name *Paul Whitty*
 Director


 Authorised Representative
 Print Name *David Koch*