

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3042601

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
JAMES D. MCCHESENEY	09/10/2014
GILLES TAPOLSKY	09/10/2014
DAVID L. EMERSON	09/10/2014
JOHN MARSHALL	09/11/2014
MICHAEL KURMAN	09/18/2014
MANUEL MODIANO	09/10/2014
RECEIVING PARTY DATA	
Name:	TAPESTRY PHARMACEUTICALS, INC.
Street Address:	80 SEVILLE CHASE
City:	ATLANTA
State/Country:	GEORGIA
Postal Code:	30328
PROPERTY NUMBERS Total: 13	
Property Type	Number
Application Number:	13950316
Application Number:	13620852
Application Number:	12873477
Application Number:	60911607
Application Number:	60908459
Application Number:	12593153
Application Number:	13785753
Application Number:	12859990
Application Number:	60894169
Application Number:	60892235
Application Number:	12529122
PCT Number:	US2008055384
PCT Number:	US2008055367
CORRESPONDENCE DATA	
Fax Number:	(215)963-5001
PATENT	

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 2159634954
Email: rudal@morganlewis.com
Correspondent Name: MORGAN. LEWIS & BOCKIUS LLP
Address Line 1: ROBERT P. UDAL
Address Line 2: 1701 MARKET STREET
Address Line 4: PHILADELPHIA, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	100244-5006
NAME OF SUBMITTER:	ROBERT P. UDAL
SIGNATURE:	/Robert P. Udal/
DATE SIGNED:	09/29/2014

Total Attachments: 42

source=ExecAssign#page1.tif
source=ExecAssign#page2.tif
source=ExecAssign#page3.tif
source=ExecAssign#page4.tif
source=ExecAssign#page5.tif
source=ExecAssign#page6.tif
source=ExecAssign#page7.tif
source=ExecAssign#page8.tif
source=ExecAssign#page9.tif
source=ExecAssign#page10.tif
source=ExecAssign#page11.tif
source=ExecAssign#page12.tif
source=ExecAssign#page13.tif
source=ExecAssign#page14.tif
source=ExecAssign#page15.tif
source=ExecAssign#page16.tif
source=ExecAssign#page17.tif
source=ExecAssign#page18.tif
source=ExecAssign#page19.tif
source=ExecAssign#page20.tif
source=ExecAssign#page21.tif
source=ExecAssign#page22.tif
source=ExecAssign#page23.tif
source=ExecAssign#page24.tif
source=ExecAssign#page25.tif
source=ExecAssign#page26.tif
source=ExecAssign#page27.tif
source=ExecAssign#page28.tif
source=ExecAssign#page29.tif
source=ExecAssign#page30.tif
source=ExecAssign#page31.tif
source=ExecAssign#page32.tif
source=ExecAssign#page33.tif
source=ExecAssign#page34.tif

PATENT

REEL: 033839 FRAME: 0351

source=ExecAssign#page35.tif
source=ExecAssign#page36.tif
source=ExecAssign#page37.tif
source=ExecAssign#page38.tif
source=ExecAssign#page39.tif
source=ExecAssign#page40.tif
source=ExecAssign#page41.tif
source=ExecAssign#page42.tif

ASSIGNMENT

WHEREAS, WE, James D. McChesney, a citizen of the United States of America, with a post office address of 147 Country Road 245, Etta, Mississippi (MS) 00820; and **Gilles Tapolsky**, a citizen of the United States of America, with a post office address of 5117 Long Knife Run, Louisville, Kentucky (KY) 40207; and **David L. Emerson**, a citizen of the United States of America, with a post office address of 2440 Mallard Drive, Longmont, Colorado (CO) 80504; and **John Marshall**, a citizen of the United States of America, with a post office address of 3800 Reservoir Road, NW, Washington, District of Columbia (DC) 20007; and **Tauseef Ahmed**, a citizen of the United States of America, with a post office address of 49 Brookwood Dr, Briarcliff Manor, New York (NY) 10510; and **Allen Cohn**, a citizen of the United States of America, with a post office address of 10460 E. Aberdeen Ave, Englewood, Colorado (CO) 80111-5478; and **Michael Kurman**, a citizen of the United States of America, with a post office address of 469 W. Saddle River Road, Upper Saddle River, New Jersey (NJ) 07458; and **Manuel Modiano**, a citizen of the United States of America, with a post office address of 11054 E Startender PL, Tucson, Arizona (AZ) 85749-8020, hereinafter generally referred to collectively as "**ASSIGNORS**," have invented certain new and useful invention(s) that are described in the following patent applications ("**Inventions**") naming us, the above ASSIGNORS, as inventors:

Application Serial No.	Title	Filing Date or 371(c) Date	Patent No.
13/950,316	Biologically Active Taxane Analogs And Methods Of Treatment By Oral Administration	07/25/2013	-
13/620,852	Biologically Active Taxane Analogs And Methods Of Treatment By Oral Administration	09/15/2012	8,552,056
12/873,477	Biologically Active Taxane Analogs And Methods Of Treatment By Oral Administration	09/01/2010	8,273,789
PCT/US2008/055384	Biologically Active Taxane Analogs And Methods Of Treatment By Oral Administration	02/28/2008	-
60/911,607	Biologically Active Taxane Analogs And Methods Of Treatment By Oral Administration	04/13/2007	-
60/908,459	Biologically Active Taxane Analogs And Methods Of Treatment By Oral Administration	03/28/2007	-
12/593,153	Biologically Active Taxane Analogs And Methods Of Treatment By Oral Administration	02/28/2008	-
13/785,753	Taxane Analogs For The Treatment Of Brain Cancer	03/05/2013	
12/859,990	Taxane Analogs For The Treatment Of Brain Cancer	08/20/2010	8,409,574
PCT/US2008/055367	Taxane Analogs For The Treatment Of Brain Cancer	02/28/2008	-
60/894,169	Taxane Analogs For The Treatment Of Brain	03/09/2007	-

JM
10 Sep 2014

Application Serial No.	Title	Filing Date or 371(c) Date	Patent No.
	Cancer		
60/892,235	Taxane Analogs For The Treatment Of Brain Cancer	02/28/2007	-
12/529,122	Taxane Analogs For The Treatment Of Brain Cancer	02/28/2008	-

WHEREAS, TAPESTRY PHARMACEUTICALS, INC., a corporation having a place of business at 80 Seville Chase, Atlanta, Georgia (GA) 30328, United States of America, hereinafter generally referred to as "ASSIGNEE," is desirous of acquiring and/or confirming the acquisition of said Inventions.

NOW, THEREFORE, in consideration of the sum of one dollar and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and intending to be legally bound hereby, we, the undersigned ASSIGNORS, have assigned and/or by these presents do sell, assign, transfer and convey unto the above-named ASSIGNEE, the whole and entire right, title and interest:

in and to said Inventions as described in the above patent application, for the territory of the United States and its possessions and territories and all foreign countries;

in and to the above patent application and any and all United States and foreign patent applications disclosing said Inventions including, without limitation, applications for patents including provisionals, non-provisionals, divisions, continuations, continuations-in-part, requests for continued examinations, utility models, PCT applications and designs and any other related United States and foreign applications and equivalents thereof ("Applications"), along with the right to claim priority to said Applications under any treaty relating thereto;

in and to all United States and foreign patents, utility models, inventor's certificates and designs and all equivalents thereof which may be granted for said Inventions or Applications, including extensions, renewals, reissues and reexamination certificates thereof ("Patents"); and

in and to all rights to sue for and collect damages resulting from past, present and future infringement of all granted or to be granted Patents;

said Inventions, Applications and Patents to be held and enjoyed by the above-named ASSIGNEE, for ASSIGNEE's own use and benefit, and for ASSIGNEE's legal representatives and assigns to the full end of the term or terms for which said granted or to be granted Patents, as fully and entirely as the same would have been held by the undersigned ASSIGNORS had this assignment and sale not been made; and for the aforesaid consideration ASSIGNORS hereby

Handwritten: 10 Sep 2014

covenant, agree and undertake to execute, whenever requested by the above-named ASSIGNEE, all patent applications, assignments, lawful oaths and any other papers which ASSIGNEE may deem necessary or desirable for securing to ASSIGNEE or for maintaining for ASSIGNEE all the Applications and Patents hereby assigned or agreed to be assigned; all without further compensation to the undersigned ASSIGNORS.

It is agreed that ASSIGNORS shall be legally bound, upon request and at the expense of ASSIGNEE or its successors or assigns or a legal representative thereof, to supply all information and evidence of which the undersigned has knowledge or possession, relating to the making and practicing of the Inventions, and to testify in any legal proceeding relating thereto.

Each ASSIGNOR hereby represents and warrants that he has full right, power and authority to assign ASSIGNOR'S entire right, title, and interest in said Patents and Applications, and Inventions disclosed therein, and to consummate the assignment contemplated herein. Each ASSIGNOR also represents and warrants that he has full right, power, and authority to enter into, execute, and deliver this Assignment, the execution and delivery of which have been duly authorized by all necessary action on the part of ASSIGNORS, and no other authorization or proceedings on the part of ASSIGNORS are necessary to authorize this Assignment. This Assignment has been duly executed and delivered and constitutes a valid, binding and enforceable assignment of the entire right, title, and interest in the Patents and Applications, and Inventions disclosed therein.

ASSIGNORS hereby warrant that no assignment, sale, agreement, or encumbrance has been or will be made or entered into which would conflict with this Assignment.

(SIGNATURE PAGE FOLLOWS)

DM
10 Sep 2014

10 Sep 2014
(Date)

James D. McChesney
NAME OF FIRST INVENTOR
James D. McChesney
FIRST INVENTOR'S SIGNATURE

(Date)

Gilles Tapolsky
NAME OF SECOND INVENTOR

SECOND INVENTOR'S SIGNATURE

(Date)

David L. Emerson
NAME OF THIRD INVENTOR

THIRD INVENTOR'S SIGNATURE

(Date)

John Marshall
NAME OF FOURTH INVENTOR

FOURTH INVENTOR'S SIGNATURE

(Date)

Tauseef Ahmed
NAME OF FIFTH INVENTOR

FIFTH INVENTOR'S SIGNATURE

10 Sep 2014

(Date) Allen Cohn
NAME of SIXTH INVENTOR

SIXTH INVENTOR'S SIGNATURE

(Date) Michael Kurman
NAME OF SEVENTH INVENTOR

SEVENTH INVENTOR'S SIGNATURE

(Date) Manuel Modiano
NAME of EIGHTH INVENTOR

EIGHTH INVENTOR'S SIGNATURE

10 Sep 2014
(Date)

James D. McChesney,
NAME OF FIRST INVENTOR
James D. McChesney

FIRST INVENTOR'S SIGNATURE

(Date) Gilles Tapolsky
NAME of SECOND INVENTOR

SECOND INVENTOR'S SIGNATURE

JDM
10 Sep 2014

(Date)

TAPESTRY PHARMACEUTICALS, INC
Marvin A. Davis, Chief Restructuring Officer

Jan
10 Sep 2014

ASSIGNMENT

WHEREAS, WE, James D. McChesney, a citizen of the United States of America, with a post office address of 147 Country Road 245, Etta, Mississippi (MS) 00820; and **Gilles Tapolsky**, a citizen of the United States of America, with a post office address of 5117 Long Knife Run, Louisville, Kentucky (KY) 40207; and **David L. Emerson**, a citizen of the United States of America, with a post office address of 2440 Mallard Drive, Longmont, Colorado (CO) 80504; and **John Marshall**, a citizen of the United States of America, with a post office address of 3800 Reservoir Road, NW, Washington, District of Columbia (DC) 20007; and **Tauseef Ahmed**, a citizen of the United States of America, with a post office address of 49 Brookwood Dr, Briarcliff Manor, New York (NY) 10510; and **Allen Cohn**, a citizen of the United States of America, with a post office address of 10460 E. Aberdeen Ave, Englewood, Colorado (CO) 80111-5478; and **Michael Kurman**, a citizen of the United States of America, with a post office address of 469 W. Saddle River Road, Upper Saddle River, New Jersey (NJ) 07458; and **Manuel Modiano**, a citizen of the United States of America, with a post office address of 11054 E Startender PL, Tucson, Arizona (AZ) 85749-8020, hereinafter generally referred to collectively as "**ASSIGNORS**," have invented certain new and useful invention(s) that are described in the following patent applications ("**Inventions**") naming us, the above **ASSIGNORS**, as inventors:

Application Serial No.	Title	Filing Date or 371(c) Date	Patent No.
13/950,316	Biologically Active Taxane Analogs And Methods Of Treatment By Oral Administration	07/25/2013	-
13/620,852	Biologically Active Taxane Analogs And Methods Of Treatment By Oral Administration	09/15/2012	8,552,056
12/873,477	Biologically Active Taxane Analogs And Methods Of Treatment By Oral Administration	09/01/2010	8,273,789
PCT/US2008 /055384	Biologically Active Taxane Analogs And Methods Of Treatment By Oral Administration	02/28/2008	-
60/911,607	Biologically Active Taxane Analogs And Methods Of Treatment By Oral Administration	04/13/2007	-
60/908,459	Biologically Active Taxane Analogs And Methods Of Treatment By Oral Administration	03/28/2007	-
12/593,153	Biologically Active Taxane Analogs And Methods Of Treatment By Oral Administration	02/28/2008	-
13/785,753	Taxane Analogs For The Treatment Of Brain Cancer	03/05/2013	
12/859,990	Taxane Analogs For The Treatment Of Brain Cancer	08/20/2010	8,409,574
PCT/US2008 /055367	Taxane Analogs For The Treatment Of Brain Cancer	02/28/2008	-
60/894,169	Taxane Analogs For The Treatment Of Brain	03/09/2007	-

625

Application Serial No.	Title	Filing Date or 371(c) Date	Patent No.
	Cancer		
60/892,235	Taxane Analogs For The Treatment Of Brain Cancer	02/28/2007	-
12/529,122	Taxane Analogs For The Treatment Of Brain Cancer	02/28/2008	-

WHEREAS, TAPESTRY PHARMACEUTICALS, INC., a corporation having a place of business at 80 Seville Chase, Atlanta, Georgia (GA) 30328, United States of America, hereinafter generally referred to as "ASSIGNEE," is desirous of acquiring and/or confirming the acquisition of said Inventions.

NOW, THEREFORE, in consideration of the sum of one dollar and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and intending to be legally bound hereby, we, the undersigned ASSIGNORS, have assigned and/or by these presents do sell, assign, transfer and convey unto the above-named ASSIGNEE, the whole and entire right, title and interest:

in and to said Inventions as described in the above patent application, for the territory of the United States and its possessions and territories and all foreign countries;

in and to the above patent application and any and all United States and foreign patent applications disclosing said Inventions including, without limitation, applications for patents including provisionals, non-provisionals, divisions, continuations, continuations-in-part, requests for continued examinations, utility models, PCT applications and designs and any other related United States and foreign applications and equivalents thereof ("Applications"), along with the right to claim priority to said Applications under any treaty relating thereto;

in and to all United States and foreign patents, utility models, inventor's certificates and designs and all equivalents thereof which may be granted for said Inventions or Applications, including extensions, renewals, reissues and reexamination certificates thereof ("Patents"); and

in and to all rights to sue for and collect damages resulting from past, present and future infringement of all granted or to be granted Patents;

said Inventions, Applications and Patents to be held and enjoyed by the above-named ASSIGNEE, for ASSIGNEE's own use and benefit, and for ASSIGNEE's legal representatives and assigns to the full end of the term or terms for which said granted or to be granted Patents, as fully and entirely as the same would have been held by the undersigned ASSIGNORS had this assignment and sale not been made; and for the aforesaid consideration ASSIGNORS hereby

GW

covenant, agree and undertake to execute, whenever requested by the above-named ASSIGNEE, all patent applications, assignments, lawful oaths and any other papers which ASSIGNEE may deem necessary or desirable for securing to ASSIGNEE or for maintaining for ASSIGNEE all the Applications and Patents hereby assigned or agreed to be assigned; all without further compensation to the undersigned ASSIGNORS.

It is agreed that ASSIGNORS shall be legally bound, upon request and at the expense of ASSIGNEE or its successors or assigns or a legal representative thereof, to supply all information and evidence of which the undersigned has knowledge or possession, relating to the making and practicing of the Inventions, and to testify in any legal proceeding relating thereto.

Each ASSIGNOR hereby represents and warrants that he has full right, power and authority to assign ASSIGNOR'S entire right, title, and interest in said Patents and Applications, and Inventions disclosed therein, and to consummate the assignment contemplated herein. Each ASSIGNOR also represents and warrants that he has full right, power, and authority to enter into, execute, and deliver this Assignment, the execution and delivery of which have been duly authorized by all necessary action on the part of ASSIGNORS, and no other authorization or proceedings on the part of ASSIGNORS are necessary to authorize this Assignment. This Assignment has been duly executed and delivered and constitutes a valid, binding and enforceable assignment of the entire right, title, and interest in the Patents and Applications, and Inventions disclosed therein.

ASSIGNORS hereby warrant that no assignment, sale, agreement, or encumbrance has been or will be made or entered into which would conflict with this Assignment.

(SIGNATURE PAGE FOLLOWS)

GW

(Date) _____ James D. McChesney
NAME OF FIRST INVENTOR

FIRST INVENTOR'S SIGNATURE

Sept 10, 2014
(Date) _____ Gilles Tapolsky
NAME of SECOND INVENTOR

Gilles Tapolsky
SECOND INVENTOR'S SIGNATURE

(Date) _____ David L. Emerson
NAME OF THIRD INVENTOR

THIRD INVENTOR'S SIGNATURE

(Date) _____ John Marshall
NAME of FOURTH INVENTOR

FOURTH INVENTOR'S SIGNATURE

(Date) _____ Tauseef Ahmed
NAME OF FIFTH INVENTOR

FIFTH INVENTOR'S SIGNATURE

GUT

(Date) Allen Cohn
NAME of SIXTH INVENTOR

SIXTH INVENTOR'S SIGNATURE

(Date) Michael Kurman
NAME OF SEVENTH INVENTOR

SEVENTH INVENTOR'S SIGNATURE

(Date) Manuel Modiano
NAME of EIGHTH INVENTOR

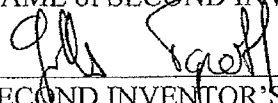
EIGHTH INVENTOR'S SIGNATURE

(Date) James D. McChesney
NAME OF FIRST INVENTOR

FIRST INVENTOR'S SIGNATURE

Sept 10, 2014
(Date)

Gilles Tapolsky
NAME of SECOND INVENTOR


SECOND INVENTOR'S SIGNATURE

Gur

Attorney Docket No 100244-5000

(Date)

TAPESTRY PHARMACEUTICALS, INC
Marvin A. Davis, Chief Restructuring Officer

ASSIGNMENT

WHEREAS, WE, James D. McChesney, a citizen of the United States of America, with a post office address of 147 Country Road 245, Etta, Mississippi (MS) 00820; and **Gilles Tapolsky**, a citizen of the United States of America, with a post office address of 5117 Long Knife Run, Louisville, Kentucky (KY) 40207; and **David L. Emerson**, a citizen of the United States of America, with a post office address of 2440 Mallard Drive, Longmont, Colorado (CO) 80504; and **John Marshall**, a citizen of the United States of America, with a post office address of 3800 Reservoir Road, NW, Washington, District of Columbia (DC) 20007; and **Tauseef Ahmed**, a citizen of the United States of America, with a post office address of 49 Brookwood Dr, Briarcliff Manor, New York (NY) 10510; and **Allen Cohn**, a citizen of the United States of America, with a post office address of 10460 E. Aberdeen Ave, Englewood, Colorado (CO) 80111-5478; and **Michael Kurman**, a citizen of the United States of America, with a post office address of 469 W. Saddle River Road, Upper Saddle River, New Jersey (NJ) 07458; and **Manuel Modiano**, a citizen of the United States of America, with a post office address of 11054 E Startender PL, Tucson, Arizona (AZ) 85749-8020, hereinafter generally referred to collectively as “ASSIGNORS,” have invented certain new and useful invention(s) that are described in the following patent applications (“Inventions”) naming us, the above ASSIGNORS, as inventors:

Application Serial No.	Title	Filing Date or 371(c) Date	Patent No.
13/950,316	Biologically Active Taxane Analogs And Methods Of Treatment By Oral Administration	07/25/2013	-
13/620,852	Biologically Active Taxane Analogs And Methods Of Treatment By Oral Administration	09/15/2012	8,552,056
12/873,477	Biologically Active Taxane Analogs And Methods Of Treatment By Oral Administration	09/01/2010	8,273,789
PCT/US2008 /055384	Biologically Active Taxane Analogs And Methods Of Treatment By Oral Administration	02/28/2008	-
60/911,607	Biologically Active Taxane Analogs And Methods Of Treatment By Oral Administration	04/13/2007	-
60/908,459	Biologically Active Taxane Analogs And Methods Of Treatment By Oral Administration	03/28/2007	-
12/593,153	Biologically Active Taxane Analogs And Methods Of Treatment By Oral Administration	02/28/2008	-
13/785,753	Taxane Analogs For The Treatment Of Brain Cancer	03/05/2013	
12/859,990	Taxane Analogs For The Treatment Of Brain Cancer	08/20/2010	8,409,574
PCT/US2008 /055367	Taxane Analogs For The Treatment Of Brain Cancer	02/28/2008	-
60/894,169	Taxane Analogs For The Treatment Of Brain	03/09/2007	-

Application Serial No.	Title	Filing Date or 371(c) Date	Patent No.
	Cancer		
60/892,235	Taxane Analogs For The Treatment Of Brain Cancer	02/28/2007	-
12/529,122	Taxane Analogs For The Treatment Of Brain Cancer	02/28/2008	-

WHEREAS, TAPESTRY PHARMACEUTICALS, INC., a corporation having a place of business at 80 Seville Chase, Atlanta, Georgia (GA) 30328, United States of America, hereinafter generally referred to as “ASSIGNEE,” is desirous of acquiring and/or confirming the acquisition of said Inventions.

NOW, THEREFORE, in consideration of the sum of one dollar and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and intending to be legally bound hereby, we, the undersigned ASSIGNORS, have assigned and/or by these presents do sell, assign, transfer and convey unto the above-named ASSIGNEE, the whole and entire right, title and interest:

in and to said Inventions as described in the above patent application, for the territory of the United States and its possessions and territories and all foreign countries;

in and to the above patent application and any and all United States and foreign patent applications disclosing said Inventions including, without limitation, applications for patents including provisionals, non-provisionals, divisions, continuations, continuations-in-part, requests for continued examinations, utility models, PCT applications and designs and any other related United States and foreign applications and equivalents thereof (“Applications”), along with the right to claim priority to said Applications under any treaty relating thereto;

in and to all United States and foreign patents, utility models, inventor’s certificates and designs and all equivalents thereof which may be granted for said Inventions or Applications, including extensions, renewals, reissues and reexamination certificates thereof (“Patents”); and

in and to all rights to sue for and collect damages resulting from past, present and future infringement of all granted or to be granted Patents;

said Inventions, Applications and Patents to be held and enjoyed by the above-named ASSIGNEE, for ASSIGNEE's own use and benefit, and for ASSIGNEE's legal representatives and assigns to the full end of the term or terms for which said granted or to be granted Patents, as fully and entirely as the same would have been held by the undersigned ASSIGNORS had this assignment and sale not been made; and for the aforesaid consideration ASSIGNORS hereby

covenant, agree and undertake to execute, whenever requested by the above-named ASSIGNEE, all patent applications, assignments, lawful oaths and any other papers which ASSIGNEE may deem necessary or desirable for securing to ASSIGNEE or for maintaining for ASSIGNEE all the Applications and Patents hereby assigned or agreed to be assigned; all without further compensation to the undersigned ASSIGNORS.

It is agreed that ASSIGNORS shall be legally bound, upon request and at the expense of ASSIGNEE or its successors or assigns or a legal representative thereof, to supply all information and evidence of which the undersigned has knowledge or possession, relating to the making and practicing of the Inventions, and to testify in any legal proceeding relating thereto.

Each ASSIGNOR hereby represents and warrants that he has full right, power and authority to assign ASSIGNOR'S entire right, title, and interest in said Patents and Applications, and Inventions disclosed therein, and to consummate the assignment contemplated herein. Each ASSIGNOR also represents and warrants that he has full right, power, and authority to enter into, execute, and deliver this Assignment, the execution and delivery of which have been duly authorized by all necessary action on the part of ASSIGNORS, and no other authorization or proceedings on the part of ASSIGNORS are necessary to authorize this Assignment. This Assignment has been duly executed and delivered and constitutes a valid, binding and enforceable assignment of the entire right, title, and interest in the Patents and Applications, and Inventions disclosed therein.

ASSIGNORS hereby warrant that no assignment, sale, agreement, or encumbrance has been or will be made or entered into which would conflict with this Assignment.

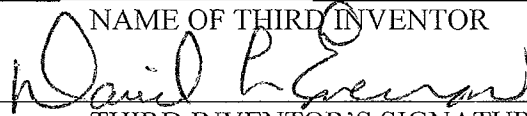
(SIGNATURE PAGE FOLLOWS)

(Date) _____ James D. McChesney
NAME OF FIRST INVENTOR

FIRST INVENTOR'S SIGNATURE

(Date) _____ Gilles Tapolsky
NAME of SECOND INVENTOR

SECOND INVENTOR'S SIGNATURE

9-10-14
(Date) _____ David L. Emerson
NAME OF THIRD INVENTOR

THIRD INVENTOR'S SIGNATURE

(Date) _____ John Marshall
NAME of FOURTH INVENTOR

FOURTH INVENTOR'S SIGNATURE

(Date) _____ Tauseef Ahmed
NAME OF FIFTH INVENTOR

FIFTH INVENTOR'S SIGNATURE

(Date) Allen Cohn
 NAME of SIXTH INVENTOR

SIXTH INVENTOR'S SIGNATURE

(Date) Michael Kurman
 NAME OF SEVENTH INVENTOR

SEVENTH INVENTOR'S SIGNATURE

(Date) Manuel Modiano
 NAME of EIGHTH INVENTOR

EIGHTH INVENTOR'S SIGNATURE

(Date) James D. McChesney,
 NAME OF FIRST INVENTOR

FIRST INVENTOR'S SIGNATURE

(Date) Gilles Tapolsky
 NAME of SECOND INVENTOR

SECOND INVENTOR'S SIGNATURE

(Date)

TAPESTRY PHARMACEUTICALS, INC
Marvin A. Davis, Chief Restructuring Officer

Attorney Docket No. 100244-5000

ASSIGNMENT

WHEREAS, WE, **James D. McChesney**, a citizen of the United States of America, with a post office address of 147 Country Road 245, Etta, Mississippi (MS) 00820; and **Gilles Tapolsky**, a citizen of the United States of America, with a post office address of 5117 Long Knife Run, Louisville, Kentucky (KY) 40207; and **David L. Emerson**, a citizen of the United States of America, with a post office address of 2440 Mallard Drive, Longmont, Colorado (CO) 80504; and **John Marshall**, a citizen of the United States of America, with a post office address of 3800 Reservoir Road, NW, Washington, District of Columbia (DC) 20007; and **Tauseef Ahmed**, a citizen of the United States of America, with a post office address of 49 Brookwood Dr, Briarcliff Manor, New York (NY) 10510; and **Allen Cohn**, a citizen of the United States of America, with a post office address of 10460 E. Aberdeen Ave, Englewood, Colorado (CO) 80111-5478; and **Michael Kurman**, a citizen of the United States of America, with a post office address of 469 W. Saddle River Road, Upper Saddle River, New Jersey (NJ) 07458; and **Manuel Modiano**, a citizen of the United States of America, with a post office address of 11054 E Startender PL, Tucson, Arizona (AZ) 85749-8020, hereinafter generally referred to collectively as "**ASSIGNORS**," have invented certain new and useful invention(s) that are described in the following patent applications ("**Inventions**") naming us, the above ASSIGNORS, as inventors:

Application Serial No.	Title	Filing Date or 371(c) Date	Patent No.
13/950,316	Biologically Active Taxane Analogs And Methods Of Treatment By Oral Administration	07/25/2013	-
13/620,852	Biologically Active Taxane Analogs And Methods Of Treatment By Oral Administration	09/15/2012	8,552,056
12/873,477	Biologically Active Taxane Analogs And Methods Of Treatment By Oral Administration	09/01/2010	8,273,789
PCT/US2008 /055384	Biologically Active Taxane Analogs And Methods Of Treatment By Oral Administration	02/28/2008	-
60/911,607	Biologically Active Taxane Analogs And Methods Of Treatment By Oral Administration	04/13/2007	-
60/908,459	Biologically Active Taxane Analogs And Methods Of Treatment By Oral Administration	03/28/2007	-
12/593,153	Biologically Active Taxane Analogs And Methods Of Treatment By Oral Administration	02/28/2008	-
13/785,753	Taxane Analogs For The Treatment Of Brain Cancer	03/05/2013	
12/859,990	Taxane Analogs For The Treatment Of Brain Cancer	08/20/2010	8,409,574
PCT/US2008 /055367	Taxane Analogs For The Treatment Of Brain Cancer	02/28/2008	-
60/894,169	Taxane Analogs For The Treatment Of Brain	03/09/2007	-

Attorney Docket No. 100244-5000

Application Serial No.	Title	Filing Date or 371(c) Date	Patent No.
	Cancer		
60/892,235	Taxane Analogs For The Treatment Of Brain Cancer	02/28/2007	-
12/529,122	Taxane Analogs For The Treatment Of Brain Cancer	02/28/2008	-

WHEREAS, TAPESTRY PHARMACEUTICALS, INC., a corporation having a place of business at 80 Seville Chase, Atlanta, Georgia (GA) 30328, United States of America, hereinafter generally referred to as "ASSIGNEE," is desirous of acquiring and/or confirming the acquisition of said Inventions.

NOW, THEREFORE, in consideration of the sum of one dollar and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and intending to be legally bound hereby, we, the undersigned ASSIGNORS, have assigned and/or by these presents do sell, assign, transfer and convey unto the above-named ASSIGNEE, the whole and entire right, title and interest:

in and to said Inventions as described in the above patent application, for the territory of the United States and its possessions and territories and all foreign countries;

in and to the above patent application and any and all United States and foreign patent applications disclosing said Inventions including, without limitation, applications for patents including provisionals, non-provisionals, divisions, continuations, continuations-in-part, requests for continued examinations, utility models, PCT applications and designs and any other related United States and foreign applications and equivalents thereof ("Applications"), along with the right to claim priority to said Applications under any treaty relating thereto;

in and to all United States and foreign patents, utility models, inventor's certificates and designs and all equivalents thereof which may be granted for said Inventions or Applications, including extensions, renewals, reissues and reexamination certificates thereof ("Patents"); and

in and to all rights to sue for and collect damages resulting from past, present and future infringement of all granted or to be granted Patents;

said Inventions, Applications and Patents to be held and enjoyed by the above-named ASSIGNEE, for ASSIGNEE's own use and benefit, and for ASSIGNEE's legal representatives and assigns to the full end of the term or terms for which said granted or to be granted Patents, as fully and entirely as the same would have been held by the undersigned ASSIGNORS had this assignment and sale not been made; and for the aforesaid consideration ASSIGNORS hereby

Attorney Docket No. 100244-5000

covenant, agree and undertake to execute, whenever requested by the above-named ASSIGNEE, all patent applications, assignments, lawful oaths and any other papers which ASSIGNEE may deem necessary or desirable for securing to ASSIGNEE or for maintaining for ASSIGNEE all the Applications and Patents hereby assigned or agreed to be assigned; all without further compensation to the undersigned ASSIGNORS.

It is agreed that ASSIGNORS shall be legally bound, upon request and at the expense of ASSIGNEE or its successors or assigns or a legal representative thereof, to supply all information and evidence of which the undersigned has knowledge or possession, relating to the making and practicing of the Inventions, and to testify in any legal proceeding relating thereto.

Each ASSIGNOR hereby represents and warrants that he has full right, power and authority to assign ASSIGNOR'S entire right, title, and interest in said Patents and Applications, and Inventions disclosed therein, and to consummate the assignment contemplated herein. Each ASSIGNOR also represents and warrants that he has full right, power, and authority to enter into, execute, and deliver this Assignment, the execution and delivery of which have been duly authorized by all necessary action on the part of ASSIGNORS, and no other authorization or proceedings on the part of ASSIGNORS are necessary to authorize this Assignment. This Assignment has been duly executed and delivered and constitutes a valid, binding and enforceable assignment of the entire right, title, and interest in the Patents and Applications, and Inventions disclosed therein.

ASSIGNORS hereby warrant that no assignment, sale, agreement, or encumbrance has been or will be made or entered into which would conflict with this Assignment.

(SIGNATURE PAGE FOLLOWS)

Attorney Docket No. 100244-5000

(Date)

James D. McChesney

NAME OF FIRST INVENTOR

FIRST INVENTOR'S SIGNATURE

(Date)

Gilles Tapolsky

NAME OF SECOND INVENTOR

SECOND INVENTOR'S SIGNATURE

(Date)

David L. Emerson

NAME OF THIRD INVENTOR

THIRD INVENTOR'S SIGNATURE

9-11-14

(Date)

John Marshall

NAME OF FOURTH INVENTOR


FOURTH INVENTOR'S SIGNATURE

(Date)

Tauseef Ahmed

NAME OF FIFTH INVENTOR

FIFTH INVENTOR'S SIGNATURE

Attorney Docket No. 100244-5000

(Date)

Allen Cohn

NAME of SIXTH INVENTOR

SIXTH INVENTOR'S SIGNATURE

(Date)

Michael Kurman

NAME OF SEVENTH INVENTOR

SEVENTH INVENTOR'S SIGNATURE

(Date)

Manuel Modiano

NAME of EIGHTH INVENTOR

EIGHTH INVENTOR'S SIGNATURE

(Date)

James D. McChesney,

NAME OF FIRST INVENTOR

FIRST INVENTOR'S SIGNATURE

(Date)

Gilles Tapolsky

NAME of SECOND INVENTOR

SECOND INVENTOR'S SIGNATURE

Attorney Docket No. 100244-5000

(Date)

TAPESTRY PHARMACEUTICALS, INC
Marvin A. Davis, Chief Restructuring Officer

ASSIGNMENT

WHEREAS, WE, James D. McChesney, a citizen of the United States of America, with a post office address of 147 Country Road 245, Etta, Mississippi (MS) 00820; and **Gilles Tapolsky**, a citizen of the United States of America, with a post office address of 5117 Long Knife Run, Louisville, Kentucky (KY) 40207; and **David L. Emerson**, a citizen of the United States of America, with a post office address of 2440 Mallard Drive, Longmont, Colorado (CO) 80504; and **John Marshall**, a citizen of the United States of America, with a post office address of 3800 Reservoir Road, NW, Washington, District of Columbia (DC) 20007; and **Tauseef Ahmed**, a citizen of the United States of America, with a post office address of 49 Brookwood Dr, Briarcliff Manor, New York (NY) 10510; and **Allen Cohn**, a citizen of the United States of America, with a post office address of 10460 E. Aberdeen Ave, Englewood, Colorado (CO) 80111-5478; and **Michael Kurman**, a citizen of the United States of America, with a post office address of 469 W. Saddle River Road, Upper Saddle River, New Jersey (NJ) 07458; and **Manuel Modiano**, a citizen of the United States of America, with a post office address of 11054 E Startender PL, Tucson, Arizona (AZ) 85749-8020, hereinafter generally referred to collectively as "ASSIGNORS," have invented certain new and useful invention(s) that are described in the following patent applications ("Inventions") naming us, the above ASSIGNORS, as inventors:

Application Serial No.	Title	Filing Date or 371(c) Date	Patent No.
13/950,316	Biologically Active Taxane Analogs And Methods Of Treatment By Oral Administration	07/25/2013	-
13/620,852	Biologically Active Taxane Analogs And Methods Of Treatment By Oral Administration	09/15/2012	8,552,056
12/873,477	Biologically Active Taxane Analogs And Methods Of Treatment By Oral Administration	09/01/2010	8,273,789
PCT/US2008 /055384	Biologically Active Taxane Analogs And Methods Of Treatment By Oral Administration	02/28/2008	-
60/911,607	Biologically Active Taxane Analogs And Methods Of Treatment By Oral Administration	04/13/2007	-
60/908,459	Biologically Active Taxane Analogs And Methods Of Treatment By Oral Administration	03/28/2007	-
12/593,153	Biologically Active Taxane Analogs And Methods Of Treatment By Oral Administration	02/28/2008	-
13/785,753	Taxane Analogs For The Treatment Of Brain Cancer	03/05/2013	
12/859,990	Taxane Analogs For The Treatment Of Brain Cancer	08/20/2010	8,409,574
PCT/US2008 /055367	Taxane Analogs For The Treatment Of Brain Cancer	02/28/2008	-
60/894,169	Taxane Analogs For The Treatment Of Brain	03/09/2007	-

Application Serial No.	Title	Filing Date or 371(c) Date	Patent No.
	Cancer		
60/892,235	Taxane Analogs For The Treatment Of Brain Cancer	02/28/2007	-
12/529,122	Taxane Analogs For The Treatment Of Brain Cancer	02/28/2008	-

WHEREAS, TAPESTRY PHARMACEUTICALS, INC., a corporation having a place of business at 80 Seville Chase, Atlanta, Georgia (GA) 30328, United States of America, hereinafter generally referred to as "ASSIGNEE," is desirous of acquiring and/or confirming the acquisition of said Inventions.

NOW, THEREFORE, in consideration of the sum of one dollar and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and intending to be legally bound hereby, we, the undersigned ASSIGNORS, have assigned and/or by these presents do sell, assign, transfer and convey unto the above-named ASSIGNEE, the whole and entire right, title and interest:

in and to said Inventions as described in the above patent application, for the territory of the United States and its possessions and territories and all foreign countries;

in and to the above patent application and any and all United States and foreign patent applications disclosing said Inventions including, without limitation, applications for patents including provisionals, non-provisionals, divisions, continuations, continuations-in-part, requests for continued examinations, utility models, PCT applications and designs and any other related United States and foreign applications and equivalents thereof ("Applications"), along with the right to claim priority to said Applications under any treaty relating thereto;

in and to all United States and foreign patents, utility models, inventor's certificates and designs and all equivalents thereof which may be granted for said Inventions or Applications, including extensions, renewals, reissues and reexamination certificates thereof ("Patents"); and

in and to all rights to sue for and collect damages resulting from past, present and future infringement of all granted or to be granted Patents;

said Inventions, Applications and Patents to be held and enjoyed by the above-named ASSIGNEE, for ASSIGNEE's own use and benefit, and for ASSIGNEE's legal representatives and assigns to the full end of the term or terms for which said granted or to be granted Patents, as fully and entirely as the same would have been held by the undersigned ASSIGNORS had this assignment and sale not been made; and for the aforesaid consideration ASSIGNORS hereby

covenant, agree and undertake to execute, whenever requested by the above-named ASSIGNEE, all patent applications, assignments, lawful oaths and any other papers which ASSIGNEE may deem necessary or desirable for securing to ASSIGNEE or for maintaining for ASSIGNEE all the Applications and Patents hereby assigned or agreed to be assigned; all without further compensation to the undersigned ASSIGNORS.

It is agreed that ASSIGNORS shall be legally bound, upon request and at the expense of ASSIGNEE or its successors or assigns or a legal representative thereof, to supply all information and evidence of which the undersigned has knowledge or possession, relating to the making and practicing of the Inventions, and to testify in any legal proceeding relating thereto.

Each ASSIGNOR hereby represents and warrants that he has full right, power and authority to assign ASSIGNOR'S entire right, title, and interest in said Patents and Applications, and Inventions disclosed therein, and to consummate the assignment contemplated herein. Each ASSIGNOR also represents and warrants that he has full right, power, and authority to enter into, execute, and deliver this Assignment, the execution and delivery of which have been duly authorized by all necessary action on the part of ASSIGNORS, and no other authorization or proceedings on the part of ASSIGNORS are necessary to authorize this Assignment. This Assignment has been duly executed and delivered and constitutes a valid, binding and enforceable assignment of the entire right, title, and interest in the Patents and Applications, and Inventions disclosed therein.

ASSIGNORS hereby warrant that no assignment, sale, agreement, or encumbrance has been or will be made or entered into which would conflict with this Assignment.

(SIGNATURE PAGE FOLLOWS)

(Date) _____ James D. McChesney
NAME OF FIRST INVENTOR

FIRST INVENTOR'S SIGNATURE

(Date) _____ Gilles Tapolsky
NAME of SECOND INVENTOR

SECOND INVENTOR'S SIGNATURE

(Date) _____ David L. Emerson
NAME OF THIRD INVENTOR

THIRD INVENTOR'S SIGNATURE

(Date) _____ John Marshall
NAME of FOURTH INVENTOR

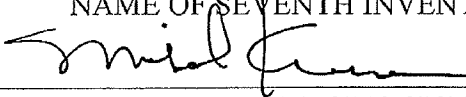
FOURTH INVENTOR'S SIGNATURE

(Date) _____ Tauseef Ahmed
NAME OF FIFTH INVENTOR

FIFTH INVENTOR'S SIGNATURE

(Date) Allen Cohn
NAME of SIXTH INVENTOR

SIXTH INVENTOR'S SIGNATURE

9/18/2014
(Date) Michael Kurman
NAME OF SEVENTH INVENTOR

SEVENTH INVENTOR'S SIGNATURE

(Date) Manuel Modiano
NAME of EIGHTH INVENTOR

EIGHTH INVENTOR'S SIGNATURE

(Date) James D. McChesney,
NAME OF FIRST INVENTOR

FIRST INVENTOR'S SIGNATURE

(Date) Gilles Tapolsky
NAME of SECOND INVENTOR

SECOND INVENTOR'S SIGNATURE

(Date)

TAPESTRY PHARMACEUTICALS, INC
Marvin A. Davis, Chief Restructuring Officer

ASSIGNMENT

WHEREAS, WE, James D. McChesney, a citizen of the United States of America, with a post office address of 147 Country Road 245, Etta, Mississippi (MS) 00820; and **Gilles Tapolsky**, a citizen of the United States of America, with a post office address of 5117 Long Knife Run, Louisville, Kentucky (KY) 40207; and **David L. Emerson**, a citizen of the United States of America, with a post office address of 2440 Mallard Drive, Longmont, Colorado (CO) 80504; and **John Marshall**, a citizen of the United States of America, with a post office address of 3800 Reservoir Road, NW, Washington, District of Columbia (DC) 20007; and **Tauseef Ahmed**, a citizen of the United States of America, with a post office address of 49 Brookwood Dr, Briarcliff Manor, New York (NY) 10510; and **Allen Cohn**, a citizen of the United States of America, with a post office address of 10460 E. Aberdeen Ave, Englewood, Colorado (CO) 80111-5478; and **Michael Kurman**, a citizen of the United States of America, with a post office address of 469 W. Saddle River Road, Upper Saddle River, New Jersey (NJ) 07458; and **Manuel Modiano**, a citizen of the United States of America, with a post office address of 11054 E Startender PL, Tucson, Arizona (AZ) 85749-8020, hereinafter generally referred to collectively as "**ASSIGNORS**," have invented certain new and useful invention(s) that are described in the following patent applications ("**Inventions**") naming us, the above ASSIGNORS, as inventors:

Application Serial No.	Title	Filing Date or 371(c) Date	Patent No.
13/950,316	Biologically Active Taxane Analogs And Methods Of Treatment By Oral Administration	07/25/2013	-
13/620,852	Biologically Active Taxane Analogs And Methods Of Treatment By Oral Administration	09/15/2012	8,552,056
12/873,477	Biologically Active Taxane Analogs And Methods Of Treatment By Oral Administration	09/01/2010	8,273,789
PCT/US2008 /055384	Biologically Active Taxane Analogs And Methods Of Treatment By Oral Administration	02/28/2008	-
60/911,607	Biologically Active Taxane Analogs And Methods Of Treatment By Oral Administration	04/13/2007	-
60/908,459	Biologically Active Taxane Analogs And Methods Of Treatment By Oral Administration	03/28/2007	-
12/593,153	Biologically Active Taxane Analogs And Methods Of Treatment By Oral Administration	02/28/2008	-
13/785,753	Taxane Analogs For The Treatment Of Brain Cancer	03/05/2013	
12/859,990	Taxane Analogs For The Treatment Of Brain Cancer	08/20/2010	8,409,574
PCT/US2008 /055367	Taxane Analogs For The Treatment Of Brain Cancer	02/28/2008	-
60/894,169	Taxane Analogs For The Treatment Of Brain	03/09/2007	-

Application Serial No.	Title	Filing Date or 371(c) Date	Patent No.
	Cancer		
60/892,235	Taxane Analogs For The Treatment Of Brain Cancer	02/28/2007	-
12/529,122	Taxane Analogs For The Treatment Of Brain Cancer	02/28/2008	-

WHEREAS, TAPESTRY PHARMACEUTICALS, INC., a corporation having a place of business at 80 Seville Chase, Atlanta, Georgia (GA) 30328, United States of America, hereinafter generally referred to as "**ASSIGNEE**," is desirous of acquiring and/or confirming the acquisition of said Inventions.

NOW, THEREFORE, in consideration of the sum of one dollar and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and intending to be legally bound hereby, we, the undersigned **ASSIGNORS**, have assigned and/or by these presents do sell, assign, transfer and convey unto the above-named **ASSIGNEE**, the whole and entire right, title and interest:

in and to said Inventions as described in the above patent application, for the territory of the United States and its possessions and territories and all foreign countries;

in and to the above patent application and any and all United States and foreign patent applications disclosing said Inventions including, without limitation, applications for patents including provisionals, non-provisionals, divisions, continuations, continuations-in-part, requests for continued examinations, utility models, PCT applications and designs and any other related United States and foreign applications and equivalents thereof ("**Applications**"), along with the right to claim priority to said Applications under any treaty relating thereto;

in and to all United States and foreign patents, utility models, inventor's certificates and designs and all equivalents thereof which may be granted for said Inventions or Applications, including extensions, renewals, reissues and reexamination certificates thereof ("**Patents**"); and

in and to all rights to sue for and collect damages resulting from past, present and future infringement of all granted or to be granted Patents;

said Inventions, Applications and Patents to be held and enjoyed by the above-named **ASSIGNEE**, for **ASSIGNEE**'s own use and benefit, and for **ASSIGNEE**'s legal representatives and assigns to the full end of the term or terms for which said granted or to be granted Patents, as fully and entirely as the same would have been held by the undersigned **ASSIGNORS** had this assignment and sale not been made; and for the aforesaid consideration **ASSIGNORS** hereby

covenant, agree and undertake to execute, whenever requested by the above-named ASSIGNEE, all patent applications, assignments, lawful oaths and any other papers which ASSIGNEE may deem necessary or desirable for securing to ASSIGNEE or for maintaining for ASSIGNEE all the Applications and Patents hereby assigned or agreed to be assigned; all without further compensation to the undersigned ASSIGNORS.

It is agreed that ASSIGNORS shall be legally bound, upon request and at the expense of ASSIGNEE or its successors or assigns or a legal representative thereof, to supply all information and evidence of which the undersigned has knowledge or possession, relating to the making and practicing of the Inventions, and to testify in any legal proceeding relating thereto.

Each ASSIGNOR hereby represents and warrants that he has full right, power and authority to assign ASSIGNOR'S entire right, title, and interest in said Patents and Applications, and Inventions disclosed therein, and to consummate the assignment contemplated herein. Each ASSIGNOR also represents and warrants that he has full right, power, and authority to enter into, execute, and deliver this Assignment, the execution and delivery of which have been duly authorized by all necessary action on the part of ASSIGNORS, and no other authorization or proceedings on the part of ASSIGNORS are necessary to authorize this Assignment. This Assignment has been duly executed and delivered and constitutes a valid, binding and enforceable assignment of the entire right, title, and interest in the Patents and Applications, and Inventions disclosed therein.

ASSIGNORS hereby warrant that no assignment, sale, agreement, or encumbrance has been or will be made or entered into which would conflict with this Assignment.

(SIGNATURE PAGE FOLLOWS)

(Date) James D. McChesney
 NAME OF FIRST INVENTOR

FIRST INVENTOR'S SIGNATURE

(Date) Gilles Tapolsky
 NAME of SECOND INVENTOR

SECOND INVENTOR'S SIGNATURE

(Date) David L. Emerson
 NAME OF THIRD INVENTOR

THIRD INVENTOR'S SIGNATURE

(Date) John Marshall
 NAME of FOURTH INVENTOR

FOURTH INVENTOR'S SIGNATURE

(Date) Tauseef Ahmed
 NAME OF FIFTH INVENTOR

FIFTH INVENTOR'S SIGNATURE

(Date) Allen Cohn
NAME of SIXTH INVENTOR

SIXTH INVENTOR'S SIGNATURE

(Date) Michael Kurman
NAME of SEVENTH INVENTOR

SEVENTH INVENTOR'S SIGNATURE

9/16/14
(Date) Manuel Modiano
NAME of EIGHTH INVENTOR

EIGHTH INVENTOR'S SIGNATURE

(Date) James D. McChesney
NAME OF FIRST INVENTOR

FIRST INVENTOR'S SIGNATURE

(Date) Gilles Tapolsky
NAME of SECOND INVENTOR

SECOND INVENTOR'S SIGNATURE

Attorney Docket No. 100244-5000

(Date)

TAPESTRY PHARMACEUTICALS, INC
Marvin A. Davis, Chief Restructuring Officer

6 of 6

ASSIGNMENT

WHEREAS, WE, James D. McChesney, a citizen of the United States of America, with a post office address of 147 Country Road 245, Etta, Mississippi (MS) 00820; and **Gilles Tapolsky**, a citizen of the United States of America, with a post office address of 5117 Long Knife Run, Louisville, Kentucky (KY) 40207; and **David L. Emerson**, a citizen of the United States of America, with a post office address of 2440 Mallard Drive, Longmont, Colorado (CO) 80504; and **John Marshall**, a citizen of the United States of America, with a post office address of 3800 Reservoir Road, NW, Washington, District of Columbia (DC) 20007; and **Tauseef Ahmed**, a citizen of the United States of America, with a post office address of 49 Brookwood Dr, Briarcliff Manor, New York (NY) 10510; and **Allen Cohn**, a citizen of the United States of America, with a post office address of 10460 E. Aberdeen Ave, Englewood, Colorado (CO) 80111-5478; and **Michael Kurman**, a citizen of the United States of America, with a post office address of 469 W. Saddle River Road, Upper Saddle River, New Jersey (NJ) 07458; and **Manuel Modiano**, a citizen of the United States of America, with a post office address of 11054 E Startender PL, Tucson, Arizona (AZ) 85749-8020, hereinafter generally referred to collectively as "ASSIGNORS," have invented certain new and useful invention(s) that are described in the following patent applications ("Inventions") naming us, the above ASSIGNORS, as inventors:

Application Serial No.	Title	Filing Date or 371(c) Date	Patent No.
13/950,316	Biologically Active Taxane Analogs And Methods Of Treatment By Oral Administration	07/25/2013	-
13/620,852	Biologically Active Taxane Analogs And Methods Of Treatment By Oral Administration	09/15/2012	8,552,056
12/873,477	Biologically Active Taxane Analogs And Methods Of Treatment By Oral Administration	09/01/2010	8,273,789
PCT/US2008 /055384	Biologically Active Taxane Analogs And Methods Of Treatment By Oral Administration	02/28/2008	-
60/911,607	Biologically Active Taxane Analogs And Methods Of Treatment By Oral Administration	04/13/2007	-
60/908,459	Biologically Active Taxane Analogs And Methods Of Treatment By Oral Administration	03/28/2007	-
12/593,153	Biologically Active Taxane Analogs And Methods Of Treatment By Oral Administration	02/28/2008	-
13/785,753	Taxane Analogs For The Treatment Of Brain Cancer	03/05/2013	
12/859,990	Taxane Analogs For The Treatment Of Brain Cancer	08/20/2010	8,409,574
PCT/US2008 /055367	Taxane Analogs For The Treatment Of Brain Cancer	02/28/2008	-
60/894,169	Taxane Analogs For The Treatment Of Brain	03/09/2007	-

Application Serial No.	Title	Filing Date or 371(c) Date	Patent No.
	Cancer		
60/892,235	Taxane Analogs For The Treatment Of Brain Cancer	02/28/2007	-
12/529,122	Taxane Analogs For The Treatment Of Brain Cancer	02/28/2008	-

WHEREAS, TAPESTRY PHARMACEUTICALS, INC., a corporation having a place of business at 80 Seville Chase, Atlanta, Georgia (GA) 30328, United States of America, hereinafter generally referred to as "ASSIGNEE," is desirous of acquiring and/or confirming the acquisition of said Inventions.

NOW, THEREFORE, in consideration of the sum of one dollar and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and intending to be legally bound hereby, we, the undersigned ASSIGNORS, have assigned and/or by these presents do sell, assign, transfer and convey unto the above-named ASSIGNEE, the whole and entire right, title and interest:

in and to said Inventions as described in the above patent application, for the territory of the United States and its possessions and territories and all foreign countries;

in and to the above patent application and any and all United States and foreign patent applications disclosing said Inventions including, without limitation, applications for patents including provisionals, non-provisionals, divisions, continuations, continuations-in-part, requests for continued examinations, utility models, PCT applications and designs and any other related United States and foreign applications and equivalents thereof ("Applications"), along with the right to claim priority to said Applications under any treaty relating thereto;

in and to all United States and foreign patents, utility models, inventor's certificates and designs and all equivalents thereof which may be granted for said Inventions or Applications, including extensions, renewals, reissues and reexamination certificates thereof ("Patents"); and

in and to all rights to sue for and collect damages resulting from past, present and future infringement of all granted or to be granted Patents;

said Inventions, Applications and Patents to be held and enjoyed by the above-named ASSIGNEE, for ASSIGNEE's own use and benefit, and for ASSIGNEE's legal representatives and assigns to the full end of the term or terms for which said granted or to be granted Patents, as fully and entirely as the same would have been held by the undersigned ASSIGNORS had this assignment and sale not been made; and for the aforesaid consideration ASSIGNORS hereby

covenant, agree and undertake to execute, whenever requested by the above-named ASSIGNEE, all patent applications, assignments, lawful oaths and any other papers which ASSIGNEE may deem necessary or desirable for securing to ASSIGNEE or for maintaining for ASSIGNEE all the Applications and Patents hereby assigned or agreed to be assigned; all without further compensation to the undersigned ASSIGNORS.

It is agreed that ASSIGNORS shall be legally bound, upon request and at the expense of ASSIGNEE or its successors or assigns or a legal representative thereof, to supply all information and evidence of which the undersigned has knowledge or possession, relating to the making and practicing of the Inventions, and to testify in any legal proceeding relating thereto.

Each ASSIGNOR hereby represents and warrants that he has full right, power and authority to assign ASSIGNOR'S entire right, title, and interest in said Patents and Applications, and Inventions disclosed therein, and to consummate the assignment contemplated herein. Each ASSIGNOR also represents and warrants that he has full right, power, and authority to enter into, execute, and deliver this Assignment, the execution and delivery of which have been duly authorized by all necessary action on the part of ASSIGNORS, and no other authorization or proceedings on the part of ASSIGNORS are necessary to authorize this Assignment. This Assignment has been duly executed and delivered and constitutes a valid, binding and enforceable assignment of the entire right, title, and interest in the Patents and Applications, and Inventions disclosed therein.

ASSIGNORS hereby warrant that no assignment, sale, agreement, or encumbrance has been or will be made or entered into which would conflict with this Assignment.

(SIGNATURE PAGE FOLLOWS)

(Date) _____
James D. McChesney
NAME OF FIRST INVENTOR

FIRST INVENTOR'S SIGNATURE

(Date) _____
Gilles Tapolsky
NAME of SECOND INVENTOR

SECOND INVENTOR'S SIGNATURE

(Date) _____
David L. Emerson
NAME OF THIRD INVENTOR

THIRD INVENTOR'S SIGNATURE

(Date) _____
John Marshall
NAME of FOURTH INVENTOR

FOURTH INVENTOR'S SIGNATURE

(Date) _____
Tauseef Ahmed
NAME OF FIFTH INVENTOR

FIFTH INVENTOR'S SIGNATURE

(Date) Allen Cohn
 NAME of SIXTH INVENTOR

SIXTH INVENTOR'S SIGNATURE

(Date) Michael Kurman
 NAME OF SEVENTH INVENTOR

SEVENTH INVENTOR'S SIGNATURE

(Date) Manuel Modiano
 NAME of EIGHTH INVENTOR

EIGHTH INVENTOR'S SIGNATURE

(Date) James D. McChesney
 NAME OF FIRST INVENTOR


FIRST INVENTOR'S SIGNATURE

(Date) Gilles Tapolsky
 NAME of SECOND INVENTOR

SECOND INVENTOR'S SIGNATURE

Attorney Docket No. 100244-5000

9/20/14
(Date)



TAPESTRY PHARMACEUTICALS, INC
Marvin A. Davis, Chief Restructuring Officer