

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
PONIARD (ASSIGNMENT FOR THE BENEFIT OF CREDITORS), LLC	06/20/2013
RECEIVING PARTY DATA	
Name:	ENCARTA, INC.
Street Address:	750 BATTERY STREET
Internal Address:	SUITE 400
City:	SAN FRANCISCO
State/Country:	CALIFORNIA
Postal Code:	94111
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	8168661
CORRESPONDENCE DATA	
Fax Number:	
<i>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.</i>	
Phone:	312.873.3678
Email:	CFINN@POL SINELLI.COM
Correspondent Name:	POL SINELLI PC
Address Line 1:	161 NORTH CLARK STREET
Address Line 2:	SUITE 4200
Address Line 4:	CHICAGO, ILLINOIS 60601
ATTORNEY DOCKET NUMBER:	078554-475596
NAME OF SUBMITTER:	RON GALANT, PH.D.
SIGNATURE:	/Ron Galant, Ph.D./
DATE SIGNED:	12/09/2014
Total Attachments: 64	
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ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (the "**Agreement**") is made as of June 20, 2013 (the "**Effective Date**"), by and between Poniard (assignment for the benefit of creditors), LLC, a California limited liability company, in its sole and limited capacity as Assignee for the Benefit of Creditors of Poniard Pharmaceuticals, Inc., a Washington corporation (the "**Seller**"), with principal offices located at 1100 La Avenida Street, Building A, Mountain View, California 94043, United States, and Encarta, Inc., a Delaware corporation (the "**Buyer**"), with principal offices located at 750 Battery Street, Ste. 400, San Francisco, California 94111.

RECITALS

A. By resolution of the board of directors (the "**Board**") of Poniard Pharmaceuticals, Inc., a Washington corporation (the "**Assignor**"), as memorialized in the duly executed minutes, the Assignor, has transferred ownership of all of its right, title and interest in and to all of the Assignor's assets, properties and rights, tangible and intangible, wherever located (the "**Assets**"), to the Seller, and in so doing has also designated the Seller to act, pursuant to Washington state law, as the Assignee for the Benefit of Creditors of Assignor. The General Assignment for the Benefit of Creditors Pursuant to RCW 7.08.030 (hereinafter, the "**General Assignment**"), including any schedules attached thereto setting forth the creditors and Assets of the Assignor (the "**Schedules**"), between Assignor and the Seller, as assignee, is attached hereto as Exhibit A, along with any related agreements assigning the Assets to the Seller.

B. On or about March 11, 2013, the Assignor filed with the Superior Court of the State of Washington King County (the "**Court**") a Petition for Appointment of General Receiver over the Assets. By order dated March 12, 2013 (the "**Receivership Order**"), the Court appointed the Seller as a general receiver in connection with the Assignor's receivership in the Court (hereinafter, the "**Receivership Proceeding**").

C. The Assignor was previously engaged in the business of pharmaceuticals research and development (the "**Business**"), and ceased operations within the months preceding the entry into the General Assignment and the commencement of the Receivership Proceeding.

D. The Seller and the Buyer have identified the Assets that the Buyer desires to purchase from the Seller (the "**Required Assets**"). The Required Assets are listed in Section 1.2 below. After consummation of the Closing (as defined in Section 10.1 below) contemplated under this Agreement, the Seller will liquidate any Excluded Assets (as defined in Section 1.2 below) that are not Required Assets and will undertake the winding down of Assignor.

E. The Seller desires to sell to the Buyer, and the Buyer desires to purchase from the Seller, the Required Assets, on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants hereinafter set forth, the Buyer and the Seller, intending to be legally bound, hereby agree as follows:

1. PURCHASE AND SALE OF REQUIRED ASSETS.

1.1 Agreement to Sell and Purchase the Required Assets. Subject to the terms and conditions of this Agreement, and in reliance on the representations, warranties and covenants set

forth in this Agreement, the Seller agrees to sell, assign, transfer and convey to the Buyer at the Closing, and the Buyer agrees to purchase and acquire from the Seller at the Closing, all of the Seller's right, title and interest in and to all of the Required Assets. The Required Assets will be sold, assigned, transferred and conveyed to the Buyer (subject to Section 1.3 herein) on the Closing Date, free and clear of any and all pledges, liens, mortgages, assessments, licenses, rights of possession or redemption, security interests, leases, levies, restrictions, encumbrances, charges, conditional sale, title retention contracts or other security arrangements, or contracts or arrangements to give any of the foregoing, of any kind and nature whatsoever, other than those Encumbrances assumed in relation to the Assumed Liabilities (as defined in Section 2.1 below) (collectively, "**Encumbrances**") pursuant to the Revised Code of Washington (the "**RCW**") 7.60.260(2) and the Receivership Order.

1.2 Required Assets Defined. As used in this Agreement, the term "**Required Assets**" means, collectively, the Seller's right, title and interest in and to all of the Assets, other than the Assets listed in Exhibit B attached hereto (the "**Excluded Assets**"), which Excluded Assets shall include, but not be limited to, Excluded Contracts, Excluded Claims and any cash or cash equivalents held by the Seller and/or the Assignor or held in an account on behalf of the Seller and/or the Assignor as of the Effective Date. The Required Assets, regardless of when received by the Seller, shall be held by the Seller pending sale of same pursuant to this Agreement and shall not be sold, transferred, liquidated or distributed prior to the Closing Date. The Required Assets will include, but not be limited to:

(a) all of the Seller's rights and benefits under those agreements, contracts, licenses, instruments, commitments and understandings, written or oral, that existed as of the Closing Date and that are listed on Exhibit C (the "**Assigned Contracts**") provided that the Buyer may deliver an updated Exhibit C to the Seller up to five (5) business days prior to the Auction (as defined in the Bidding Procedures Order attached hereto as Exhibit I), if any, to reflect any additional Assigned Contracts that the Buyer wishes to include in the Required Assets, but which are not otherwise set forth on Exhibit C;

(b) the worldwide rights, title and interest in and to any and all trade names, trademark rights, trademarks, copyrights and service marks (including any and all registrations, licenses, applications and common law marks pertaining thereto), used in connection with the Business, together with the goodwill of the Business associated therewith and symbolized by same, held by Assignor immediately prior to the consummation of the General Assignment and transferred to the Seller pursuant to the General Assignment (and any ancillary documents related thereto), including those identified in Exhibit D, together with all common law rights therein and the right to sue for past infringement of any and all of said trademarks (collectively, the "**Trademarks**");

(c) all worldwide rights, title and interest of the Seller in and to the designs, processes, drawings, schematics, copyrights and copyright applications, if any, inventions, processes, know-how, trade secrets, patents (including any and all letter patents) patent applications (including any Patent Cooperation Treaty patent applications and corresponding National patent applications) and other proprietary information related to the Business, held by Assignor immediately prior to the consummation of the General Assignment and transferred to the Seller pursuant to the General Assignment (and any ancillary documents related thereto), including, without limitation, any registered copyrights, patents and copyright and patent applications identified on Exhibit E, and in and to all substitutions, divisions, continuations, continuations-in-part, reexaminations, extensions, renewals and reissues (as applicable) thereof, and including without limitation of generality, all rights

of priority resulting from the filing of patent applications relating to any of the foregoing as well as any and all choses in action and any and all claims and demands, both at law and in equity, that Seller has or may have for damages or profits accrued or to accrue on account of the infringement of any patents, patent applications, letter patents, inventions, improvements and discoveries (or any provisional rights therein), the same to be held and enjoyed by the Buyer, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by the Seller if the sale transaction set forth herein had not occurred, the full and complete right to file patent applications on the aforesaid inventions, improvements, discoveries and applications in all countries of the world and the entire right, title and interest in and to any letter patent which may issue thereon in the United States or in any country, and any and all renewals, revivals, reissues, reexaminations and extensions thereof, and any patents of confirmation, registration and importation of the same (collectively, the "***Intellectual Property Rights***");

(d) all financial books and accounting records and all files, lists, publications, and other records and data of the Seller and the Assignor used in or relating to the Business, regardless of the medium on which such information is stored and maintained;

(e) all furniture, fixtures, equipment, machinery, tools, vehicles, office equipment, supplies, computers, telephones and other tangible personal property;

(f) any cause of action, claim, suit, proceeding, judgment or demand, of any nature, of or held by the Seller against any third party or parties arising out of the prior operation of the Business; other than the Excluded Claims set forth and as defined on Exhibit B;

(g) all rights in and to any governmental and private permits, licenses, certificates of occupancy and authorizations, to the extent assignable, used in or relating to the Business or the Required Assets;

(h) any and all (i) payments, warrants, income and monies now or hereafter due, paid or payable to the Assignor and/or its assigns under that certain License Agreement dated November 17, 2011 between [REDACTED] as may have been subsequently amended (the [REDACTED]), (ii) proceeds of any of the foregoing that the Assignor is entitled to receive or does receive prior to the Closing Date pursuant to the Verastem License Agreement, and (iii) rights of enforcement with respect to representations and warranties, rights of indemnification, reservations of rights, and assignments of warranties, whenever arising or coming into existence in relation to the Verastem License Agreement; and

(i) any and all (i) rights, options, interests, payments, royalties, warrants, income and monies now or hereafter due, paid or payable to the Assignor and/or its assigns pursuant to those certain Mineral Rights Agreements set forth on Exhibit C hereto (the "***Mineral Rights***"), (ii) proceeds of any of the foregoing Mineral Rights that the Assignor is entitled to receive or does receive prior to the Closing Date pursuant to the Mineral Rights Agreements, and (iii) rights of enforcement with respect to representations and warranties, rights of indemnification, reservations of rights, and assignments of warranties, whenever arising or coming into existence in relation to the Mineral Rights Agreements and the Mineral Rights.

The Buyer shall promptly execute and deliver to the Seller any and all such further assignments, endorsements and other documents as the Seller may reasonably request for the purpose of effectuating the terms and conditions of this Section.

1.3 Asset Transfer; Passage of Title; Delivery.

(a) Title Passage. Except as otherwise provided in this Section, upon the Closing, title to all of the Required Assets shall pass to the Buyer; and the Seller shall make available to the Buyer possession of all of the Required Assets as provided in subsection 1.3(b), and shall further, upon the Buyer's request, execute assignments, conveyances and/or bills of sale reasonably requested to assign, transfer, set over, convey, assure and confirm unto and vest in Buyer, its successors and assigns, title to all of the Required Assets, subject to the Assumed Liabilities, in accordance with Section 1.1 of this Agreement, as well as such other instruments of conveyance as counsel for the Buyer may reasonably deem necessary to effect or evidence the transfers contemplated hereby.

(b) Delivery of Required Assets. On the Closing Date, the Seller shall make available to the Buyer possession of the Required Assets, including, among other things, the Intellectual Property Rights and Trademarks, through the delivery of those documents and other deliverables required pursuant to Section 10.3 below, including, but not limited to, the Intellectual Property Assignment and Trademark Assignment, provided, however, that the expenses of retrieving, removing and transferring the Required Assets shall be borne exclusively by the Buyer.

(c) Retention of Documents. As Assignee, the Seller is responsible for maintaining business records during the assignment process. To the extent the Buyer requires business records of Assignor that the Seller requires to administer the assignment estate (the "*Estate*"), the Buyer shall, at its own expense, arrange to obtain copies of such records from the Seller.

2. OBLIGATIONS ASSUMED.

2.1 Assumed Liabilities. The Buyer agrees, upon consummation of, and effective as of, the Closing, to assume only: (a) those liabilities of the Seller or the Assignor that are expressly set forth in Exhibit F hereto; and (b) those executory obligations arising after the Closing Date under the Assigned Contracts, subject to RCW 7.60.130 (collectively, the "*Assumed Liabilities*"). If there are any outstanding amounts owed as of the Closing under any of the Assigned Contracts (the "*Cure Amounts*"), such Cure Amounts shall also be set forth on Exhibit F hereto. The Buyer shall be responsible for paying the Cure Amounts at Closing.

2.2 Liabilities and Obligations Not Assumed. Except for the Assumed Liabilities as expressly set forth in Section 2.1 above, the Buyer shall not assume or become obligated in any way to pay any liabilities, debts, commitments or obligations of the Seller or the Assignor of any nature whatsoever, whether known or unknown, absolute or contingent, accrued or unaccrued, asserted or unasserted, matured or unmatured, or whether due or to become due or otherwise regardless of when such liabilities, debts, commitments or obligations may arise or may have arisen or when they are or were asserted, including but not limited to the Encumbrances and any liabilities or obligations now or hereafter arising from Assignor's business activities that took place prior to the Closing or any liabilities arising out of or connected to the liquidation and winding down of Assignor's Business (the "*Excluded Liabilities*"). Without limiting the generality of the foregoing, and for the avoidance of doubt, the Excluded Liabilities shall include, but not be limited to, the following:

(a) any liabilities, obligations or commitments of any nature whatsoever for
(i) any federal, state, local, foreign or other tax, custom, duty or other fee, assessment or charge of

any kind whatsoever (together with any interest, additions or penalties with respect thereto and any interest in respect of such additions or penalties, collectively "**Taxes**") of the Seller or Assignor (or any member or affiliate of Seller or Assignor), as applicable, or relating to the Business, the Required Assets or the Assumed Liabilities for any taxable period ending on or before the Closing Date and, with respect to any taxable period beginning before and ending after the Closing Date, the portion of such taxable period ending on and including the Closing Date; or (ii) other Taxes of Seller or Assignor (or any member or affiliate of Seller or Assignor), as applicable, or relating to the Business of any kind or description;

(b) any liabilities, obligations or commitments of any nature whatsoever:

(i) relating to or arising out of the Excluded Assets and/or the Excluded Contracts, as set forth and as defined on Exhibit B;

(ii) in respect of any pending, threatened or future action arising out of or otherwise in respect of the operation of the Business or the Required Assets to the extent such action relates to such operation on or prior to the Closing Date;

(iii) of Seller or Assignor arising under or in connection with any employee benefit plan or agreement providing benefits to any present or former employee of Assignor or Seller, or any multiemployer or pension plan (within the meaning of the Employee Retirement Income Security Act of 1974) of Assignor in which Assignor participates or participated prior to the Receivership Proceeding (including any withdrawal liability or other liability related to any unfunded or under-funded benefits); and

(iv) for any present or former employees, officers, directors, retirees, independent contractors or consultants of Seller or Assignor, or arising under any employment, collective bargaining, severance, retention or termination agreement with any of the foregoing;

(c) any and all liabilities to the extent arising out of, relating to or resulting from any infringement, misappropriation or unlawful use of any intellectual property of the Assignor in the operation of the Business prior to the Closing Date;

(d) any product liability or similar claim for injury to a person, entity or property which arises out of or is based upon any express or implied representation, warranty, agreement or guaranty made by Assignor, Seller or their respective successors and/or affiliates, or by reason of the improper performance or malfunctioning of a product, improper design or manufacture, failure to adequately package, label or warn of hazards or other related product defects of any products at any time manufactured or sold or any service performed by Assignor, Seller or their respective successors and/or affiliates;

(e) any liability of the Seller (on behalf of the Estate) or Assignor to any member, shareholder or equity interest holder, including any liability to make distributions to the Assignor's members, shareholders or equity interest holders;

(f) any liability of the Seller or Assignor in any way resulting from the Receivership Proceeding; and

(g) any liability of the Seller or Assignor arising out of or resulting from non-compliance with any law, ordinance, regulation or treaty of any federal, state, provincial, municipal, local or foreign governmental agency or authority (including any regulatory or administrative authority) or any court, tribunal or other judicial body having jurisdiction, including any action, governmental order, lien, fine, penalty, or, as to each, any settlement or judgment arising therefrom, by or from any person or entity alleging liability of whatever kind or nature arising out of, based on or resulting from health or safety matters, or: (i) the presence, release of, or exposure to, any hazardous materials; or (ii) any actual or alleged non-compliance with any state or federal environmental law or any term or condition of any environmental permit, to the extent arising out of or relating to facts, circumstances or conditions existing on or prior to the Closing or otherwise to the extent arising out of any actions or omissions of Assignor, Seller or their respective successors and/or affiliates.

2.3 No Obligations to Third Parties. The execution and delivery of this Agreement shall not be deemed to confer any rights upon any person or entity other than the parties hereto, or make any person or entity a third party beneficiary of this Agreement, or to obligate either party to any person or entity other than the parties to this Agreement. Assumption by the Buyer of any liabilities or obligations of the Seller under Section 2.1 shall in no way expand the rights or remedies of third parties against the Buyer as compared to the rights and remedies such parties would have against the Seller if the Closing were not consummated.

3. PURCHASE PRICE.

3.1 Purchase Price. The aggregate consideration for the sale, transfer, conveyance and assignment of all the Required Assets to the Buyer at the Closing shall be [REDACTED] (the "**Purchase Price**"). The Purchase Price shall be paid by the Buyer to the Seller at Closing in the following form:

(a) a credit bid (or "offset"), pursuant to RCW 7.60.260(3), and release in an aggregate amount outstanding as of the Effective Date, including accrued by unpaid interest, of [REDACTED] of any of the Seller's and/or the Assignor's (and their successors and assigns) obligations, claims, rights, actions, causes of action, suits, liabilities, damages, debts, costs, expenses and demands whatsoever, in law or in equity, arising under, or otherwise relating to the following (the "**Secured Obligations**"): (i) that certain Loan and Security Agreement and Secured Promissory Note, dated as of April 9, 2012, by and between the Assignor and [REDACTED] (as amended by that certain First Amendment to Loan and Security Agreement and Secured Promissory Note, dated as of June 18, 2012, by and between the Assignor and [REDACTED] and that certain Second Amendment to Loan and Security Agreement and Secured Promissory Note, dated as of August 31, 2012, by and between the Assignor and [REDACTED]) (the "**Loan and Security Agreement**"); and (ii)(A) those certain Secured Promissory Notes, dated as of March 11, 2013, by and between, respectively, the Assignor and each of [REDACTED] and [REDACTED], and (B) those certain Secured Promissory Notes, dated as of January 16, 2013, by and between, respectively, the Assignor and each of [REDACTED] (the "**Secured Notes**"); and

(b) assumption of the Assumed Liabilities, if any, expressly set forth in Section 2.1 of this Agreement.

4. REPRESENTATIONS AND WARRANTIES OF THE BUYER.

The Buyer hereby represents and warrants to the Seller that all of the following statements are true, accurate and correct as of the Closing Date:

4.1 Due Organization. The Buyer is a corporation duly organized, validly existing, and in good standing under the laws of Delaware.

4.2 Power and Authority; No Default. The Buyer has all requisite corporate power and authority to enter into and deliver this Agreement and to perform its obligations hereunder. The signing, delivery and performance by the Buyer of this Agreement, and all other documents that the Buyer is required to execute and deliver hereunder, and the consummation of all of the transactions contemplated hereby, have been duly and validly authorized by the Buyer and the Buyer holds or will timely hold all permits, licenses, orders and approvals of all federal, state and local governmental or regulatory bodies necessary and required therefore. This Agreement, when signed and delivered by the Buyer, will be duly and validly executed and delivered and will be the valid and binding obligation of the Buyer, enforceable against the Buyer in accordance with its terms, subject to the laws relating to bankruptcy, insolvency and relief of debtors, and rules and laws governing specific performance, injunctions, relief and other equitable remedies.

4.3 Authorization for this Agreement. No authorization of, approval of, consent of, or filing with any governmental body, department, bureau, agency, public board, authority or other third party is required for the consummation by the Buyer of the transactions contemplated by this Agreement.

4.4 Litigation. To the best of the Buyer's knowledge, there is no litigation, suit, action, arbitration, inquiry, investigation or proceeding pending or, to the knowledge of the Buyer, threatened, before any court, agency or other governmental body against the Buyer (or any corporation or entity affiliated with the Buyer) which seeks to enjoin or prohibit or otherwise prevent the transactions contemplated hereby.

4.5 Due Diligence. The Buyer has conducted its own review of the Required Assets, Assigned Contracts and any asserted or purported restrictions on transfer of the Required Assets or Assigned Contracts that were disclosed to Buyer during the course of its review.

4.6 Brokers and Finders. The Buyer has not employed, and to the knowledge of the Buyer, no other person has made any arrangement by or on behalf of the Buyer with, any investment banker, broker, finder, consultant or intermediary in connection with the transactions contemplated by this Agreement which would be entitled to any investment banking, brokerage, finder's or similar fee or commission in connection with this Agreement or the transactions contemplated hereby.

5. REPRESENTATIONS AND WARRANTIES OF THE SELLER.

The Seller hereby represents and warrants to the Buyer that all of the following statements are true, accurate and correct as of the date hereof:

5.1 Corporate Organization. The Seller is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of California.

5.2 Power and Authority. As Assignee, the Seller has all of the requisite power and authority to enter into and deliver this Agreement and to perform its obligations hereunder and under the General Assignment. The signing, delivery and performance by the Seller of this Agreement, and the consummation of all of the transactions contemplated hereby, have been duly and validly authorized by the Seller, and the Seller has all necessary approvals, permits, licenses and authorizations to consummate the transactions contemplated in this Agreement. The General Assignment was duly authorized by Assignor's Board and is a valid agreement binding on the Assignor and the Seller. This Agreement, when signed and delivered by the Seller, and approved by the Approval Order, will be duly and validly executed and delivered and will be the valid and binding obligation of the Seller, enforceable against the Seller, as Assignee, in accordance with its terms as governed by applicable law, regulations and rules. The Assignment and Bill of Sale Agreement, attached hereto as Exhibit H, when executed and delivered at Closing, and assuming due and proper execution by the Buyer, will constitute a valid and legal binding obligation of the Seller, enforceable against it in accordance with its terms. To the best of the Seller's knowledge, no authorization, approval, consent of, or filing with any governmental body, department, bureau, agency, public board, authority or other third party (other than approval by the Court) is required for the consummation by the Seller of the transactions contemplated by this Agreement.

5.3 No Default Upon Transfer; No Legal Bar; Conflicts. Neither the signing and delivery of this Agreement by the Seller, nor the performance by the Seller of its obligations under this Agreement, will (a) violate the Seller's Certificate of Formation or Operating Agreement or similar governing instrument; (b) to the best of the Seller's knowledge, violate any law, statute, rule or regulation or order, judgment, injunction or decree of any court, administrative agency or government body applicable to the Seller; or (c) conflict with or result in any breach of any of the terms of or constitute a default under or result in the termination of or the creation of any Encumbrance pursuant to the terms of any material contract or agreement to which the Seller or the Assignor is a party or by which the Seller, the Assignor or the Assets are bound.

5.4 Title. To the best of Seller's knowledge, after reasonable inquiry, the Seller, as Assignee, has good and marketable title to all of the Required Assets; provided that the Buyer acknowledges that it is aware of the purported lien asserted against certain of the Required Assets by Schwegman, Lundberg & Woessner, the Assignor's former counsel, and understands that the Seller makes no representation regarding the validity, priority or enforceability of that lien. The Seller hereby sells, assigns, transfers and conveys the Required Assets to the Buyer "as is" and "where is", with no representations or warranties as to merchantability, fitness or use.

(a) **AS-IS SALE; DISCLAIMERS; RELEASE.** IT IS UNDERSTOOD AND AGREED THAT, UNLESS EXPRESSLY STATED HEREIN, THE SELLER IS NOT MAKING AND HAS NOT AT ANY TIME MADE ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE REQUIRED ASSETS, INCLUDING BUT NOT LIMITED TO, ANY WARRANTIES OR REPRESENTATIONS AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

(b) **THE BUYER ACKNOWLEDGES AND AGREES THAT UPON CLOSING THE SELLER SHALL SELL AND CONVEY TO THE BUYER AND THE BUYER SHALL ACCEPT THE PROPERTY "AS IS, WHERE IS, WITH ALL FAULTS." THE BUYER HAS NOT RELIED AND WILL NOT RELY ON, AND THE SELLER IS NOT LIABLE FOR OR BOUND BY, ANY EXPRESS OR IMPLIED WARRANTIES,**

GUARANTEES, STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE REQUIRED ASSETS OR RELATING THERETO MADE OR FURNISHED BY THE SELLER OR ITS REPRESENTATIVES, TO WHOMEVER MADE OR GIVEN, DIRECTLY OR INDIRECTLY, ORALLY OR IN WRITING, EXCEPT AS EXPRESSLY STATED HEREIN. THE BUYER ALSO ACKNOWLEDGES THAT THE PURCHASE PRICE REFLECTS AND TAKES INTO ACCOUNT THAT THE REQUIRED ASSETS ARE BEING SOLD "AS IS, WHERE IS, WITH ALL FAULTS."

(c) THE BUYER ACKNOWLEDGES TO THE SELLER THAT THE BUYER WILL HAVE THE OPPORTUNITY TO CONDUCT, PRIOR TO CLOSING, SUCH INSPECTIONS AND INVESTIGATIONS OF THE REQUIRED ASSETS AS THE BUYER DEEMS NECESSARY OR DESIRABLE TO SATISFY ITSELF AS TO THE REQUIRED ASSETS AND ITS ACQUISITION THEREOF. THE BUYER FURTHER WARRANTS AND REPRESENTS TO THE SELLER THAT THE BUYER WILL RELY SOLELY ON ITS OWN REVIEW AND OTHER INSPECTIONS AND INVESTIGATIONS IN THIS TRANSACTION AND NOT UPON THE INFORMATION PROVIDED BY OR ON BEHALF OF THE SELLER, OR ITS AGENTS, EMPLOYEES OR REPRESENTATIVES WITH RESPECT THERETO.

5.5 Litigation. To the best of the Seller's knowledge, there is no claim, action, arbitration, inquiry, investigation, suit or proceeding pending or threatened against the Seller or Assignor that might affect in any way any Required Asset or the transactions contemplated by this Agreement, nor is the Seller aware or has grounds to know of any reasonable basis therefor. To the best of the Seller's knowledge, there are no judgments, decrees, injunctions or orders of any court, governmental body, department, commission, agency, instrumentality or arbitrator against the Seller or Assignor affecting the Required Assets.

5.6 Assignee. All rights of the Seller with regard to the ownership and possession of the Required Assets are rights held as Assignee pursuant to the General Assignment made by Assignor and pursuant to the Receivership Order. Pursuant to the General Assignment, Assignor has informed the Seller that it transferred all of Assignor's right, title and interest in and to the Required Assets to the Seller. Pursuant to this Agreement, the Seller, solely in its capacity as Assignee, sells, assigns, and transfers all of its right, title and interest in and to the Required Assets to the Buyer.

5.7 Schedules. The Schedules annexed to the General Assignment, and attached hereto as Exhibit A, are, to the best of Seller's knowledge, true and complete in all respects. Other than the liens, claims, liabilities and obligations set forth in the Schedules, there are no other liens, claims, liabilities or encumbrances that have been asserted against the Assignor.

5.8 Intellectual Property Rights and Trademarks. The Schedules contain, to the best of Seller's knowledge, a true and complete representation and listing of all of the Trademarks and Intellectual Property Rights held by the Seller, as Assignee of the Assignor pursuant to the General Assignment. The Seller has no actual knowledge that any third party has infringed, violated or misappropriated or is currently infringing, violating or misappropriating, any of the Intellectual Property Rights. The Seller has no actual knowledge that any third party has made any assertion, allegation or claim that, if true, would constitute, reflect or describe a violation of any provision of this Section 5.8. For purposes of this Section 5.8, "actual knowledge" shall mean direct and clear awareness and understanding of a type that would cause a reasonable person to believe that an infringement, violation or misappropriation of a type covered by this provision had been asserted.

The Seller, as Assignee, has taken all reasonable steps to protect and maintain the Intellectual Property Rights, including those Intellectual Property Rights that were discussed with certain of the Buyer's affiliates. The Seller has undertaken no independent due diligence or investigation with respect to any infringement, violation, misappropriation or other misuse of the Intellectual Property Rights addressed in this Section 5.8, and no representation or warranty to the contrary should be assumed or implied.

5.9 Brokers and Finders. The Seller has not employed, and to the knowledge of the Seller, no other person has made any arrangement by or on behalf of the Seller with, any investment banker, broker, finder, consultant or intermediary in connection with the transactions contemplated by this Agreement which would be entitled to any investment banking, brokerage, finder's or similar fee or commission in connection with this Agreement or the transactions contemplated hereby.

6. RECEIVERSHIP MATTERS.

6.1 The Receivership Proceeding; Sale. Subject to Section 6.2 below, the Seller represents and warrants that it has not sold and hereby covenants to not sell or otherwise dispose of the Required Assets in a manner that is inconsistent with the provisions of this Agreement.

6.2 Court Approval. On or before June 24, 2013, the Seller will file with the Court (and use commercially reasonable efforts to obtain approval of) a motion seeking (i) a hearing with the Court (on a date that is one (1) business day after the conclusion of the Auction), and (ii) authorization of the sale transaction contemplated herein (the "***Sale Motion***"). Pursuant to the Sale Motion, the Seller shall request entry of an order (the "***Approval Order***") in form and substance acceptable to the Buyer that, among other things, (a) authorizes the Seller to enter into such documents and agreements as may be necessary to implement the sale transaction; (b) approves and authorizes, pursuant to the applicable provisions of RCW 7.60.260(2), the sale and transfer of the Required Assets to the Buyer free and clear of any Encumbrances, other than any Assumed Liabilities; (c) approves and authorizes the Buyer's payment of the Purchase Price to the extent such Purchase Price will be paid through a credit bid of the Secured Obligations pursuant to RCW 7.60.260(3) or, in the alternative and to the extent that the Buyer's bid is not selected as the Highest and Best Bid at the Auction (as such terms are defined in the Bidding Procedures Order annexed hereto as Exhibit I) (i) provides that the Secured Obligations will be paid from the proceeds of the sale pursuant to RCW 7.60.230(1)(a) and (ii) waives the ability of the Seller, as a receiver, to recover from the collateral securing the Secured Obligations, the reasonable, necessary expenses of preserving, protecting or disposing of the property to the extent of any benefit to the creditors; (d) contains a finding that the sale has been proposed in good faith and not by any means forbidden by law; (e) contains a finding that reasonable and adequate notice of the sale to the Buyer has been provided to all parties required to be given notice under the RCW for the Court; (f) contains a finding that the Approval Order shall be effective immediately upon entry by the Court and that no automatic stay of execution shall apply to the Approval Order notwithstanding any provision in any local or Court rule or in the RCW that might suggest otherwise; (g) contains a finding that neither the Seller nor the Buyer has engaged in any conduct that would warrant, cause or permit the sale of the Required Assets to otherwise be deemed an avoidable transaction; (h) bars any claims against Buyer and the Required Assets (including claims for successor liability and similar claims), that arose or could have arisen prior to the Closing of the sale; (i) approves the Seller's assumption and assignment of all Assigned Contracts to the Buyer, free and clear of Encumbrances and claims against the Buyer or the Required Assets; (j) provides that the Approval Order is binding on any and all successors and assigns, including any successor and/or assign of the Seller; (k) provides that the

rights and obligations of the parties created under the Agreement and the Approval Order shall not be altered, modified or impaired by any subsequent Court order entered in the Receivership Proceeding, and shall survive closing, termination or dismissal of the Receivership Proceeding and the discharge of the Seller as receiver; (l) provides for a waiver of RCW 7.60.130(6)(c) and (d) such that said sections will not apply to the rejection of any executory contract or unexpired lease which pertains to a license of any Intellectual Property Rights; (m) contains a finding that the Buyer shall be entitled to the protections of RCW 7.60.260(5), in the event that the Approval Order is appealed, and a finding that the Buyer is a "good faith" purchaser as set forth therein; (n) approves in all respects the release set forth in Section 12.2 herein; and (o) Buyer shall have sixty (60) calendar days after the closing of the sale to designate additional contracts to be assumed and assigned by the Seller to Buyer. The Seller shall not amend, supplement or modify, or cause to be amended, supplemented or modified, the Approval Order, in any manner, without the Buyer's prior written consent (which consent may be withheld by the Buyer in the Buyer's sole discretion).

6.3 Stalking Horse Bidder; Bidding Procedures Order.

(a) The Seller's entry into this Agreement on the terms set forth herein is subject to approval of the Court and, accordingly, the Seller hereby recognizes that the Stalking Horse Bidder (as defined in the Bidding Procedures Order attached hereto as Exhibit I) will be treated as a "stalking horse" bidder until the Court enters the Approval Order. The Seller hereby acknowledges the benefit of the Stalking Horse Bid (as defined in the Bidding Procedures Order attached hereto as Exhibit I) to the Seller and the Estate, and recognizes that the Stalking Horse Bid may encourage competing bidders to top the Stalking Horse Bid. Should the Court approve a sale of the Required Assets that allows a bidder other than the Stalking Horse Bidder to consummate a competitive transaction, the Seller shall pay the Stalking Horse Bidder the Break-Up Fee as set forth in the Bidding Procedures Order.

(b) The Seller will promptly file, within three (3) business days of the Effective Date, with the Court, and use commercially reasonable efforts to obtain approval of a motion (the "***Bidding Procedures Motion***") requesting entry of an order, in a form acceptable to the Stalking Horse Bidder and in substantially the form annexed hereto as Exhibit I (the "***Bidding Procedures Order***"), that approves, among other things, the form of this Agreement for use as a form sale agreement, the procedures and terms governing the bidding procedures for the sale and transfer of the Required Assets and the procedures and terms governing the Auction.

(c) The Seller agrees to file a motion (the "***Shortened Notice Motion***"), if necessary, within three (3) business days of the Effective Date, requesting a hearing on the Bidding Procedures Motion on a date that is no later than ten (10) business days after the filing of the Shortened Notice Motion, and seeking entry of the Bidding Procedures Order, on a shortened time basis. The Seller shall not amend, supplement or modify, or cause to be amended, supplemented or modified, the Bidding Procedures Order, in any manner, without the prior written consent of the Stalking Horse Bidder (which consent may be withheld by the Stalking Horse Bidder in the Stalking Horse Bidder's sole discretion) or, subsequent to the completion of the Auction and if the Buyer's bid is found to be the Highest and Best Bid at the Auction, the prior written consent of the Buyer (which consent may be withheld by the Buyer in the Buyer's sole discretion). Within two (2) business days of entry of the Bidding Procedures Order, the Seller shall serve all creditors of the Assignor and/or the Estate, any parties-in-interest that have appeared in the Receivership Proceeding and all known parties that have expressed an interest to the Seller or its agents in acquiring the Required Assets or any other Assets with notice of the entry of the Bidding Procedures Order (the

"**Bidding Procedures Notice**"). The Bidding Procedures Notice shall provide a copy of the Bidding Procedures Order and the Agreement and shall set forth the date of the proposed Auction, as well as the proposed Bid Deadline (as defined in the Bidding Procedures Order attached hereto as Exhibit I).

7. COVENANTS OF THE BUYER.

The Buyer covenants and agrees with the Seller as follows:

7.1 Confidential Information. All copies, if any, of financial information, pricing, marketing plans, business plans, and other confidential and/or proprietary information of the Seller disclosed to the Buyer in the course of negotiating the transaction contemplated by this Agreement (the "***Seller Confidential Information***"), will be held in confidence and not used or disclosed by the Buyer or any of its employees, affiliates or stockholders, except to any public or private lender, for a period of six (6) months from the Effective Date and will be promptly destroyed by the Buyer or returned to the Seller, upon the Seller's written request to the Buyer; provided, however, that from and after the Closing, the foregoing covenant shall not be applicable to any Seller Confidential Information included in the Required Assets. It is agreed that the Seller Confidential Information will not include information that: (a) was known to the Buyer prior to receipt of such information from the Seller; (b) is disclosed by a third party having the legal right to disclose such information and who owes no obligation of confidence to the Seller; (c) is now, or later becomes part of the general public knowledge or literature, other than as a result of a breach of this Agreement by the Buyer; or (d) is independently developed by the Buyer without the use of any Seller Confidential Information.

7.2 Press Releases and Public Announcements.

7.3 Taxes and any Other Charges Related to the Sale. The Buyer agrees to promptly pay all sales, transfer, use or other taxes, duties, claims or charges imposed on and/or related to the sale of the Required Assets under this Agreement by any tax authority or other governmental agency and to defend, indemnify and hold the Seller harmless from and against any such taxes, duties, claims, or charges for payment thereof by any tax authority or other governmental agency.

7.4 Survival of Covenants. The covenants set forth in Sections 7.1, 7.2, 7.3, and this Section 7.4 shall survive the Closing. The covenants set forth in Section 7.1 above shall, in addition, survive the termination of this Agreement for any reason.

8. COVENANTS OF THE SELLER.

The Seller covenants and agrees with the Buyer as follows:

8.1 Further Assurances. From and after the Closing Date, the Seller shall cooperate with the Buyer and, at the request of the Buyer, promptly sign and deliver to the Buyer any and all such additional documents, instruments, endorsements and related information and take actions as the Buyer may request for the purpose of effecting the transfer of the Seller's and/or the Assignor's title to the Required Assets to the Buyer, and/or carrying out the provisions of this Agreement,

provided, however, and for so long as such documents or further actions do not increase the liability or risk of liability of the Buyer. The Seller shall be reimbursed by the Buyer for its reasonable costs and expenses incurred in providing such documents, instruments, endorsements or related information.

8.2 Discharge of Obligations. Consistent with this Agreement and subject to an order of the Court, the Seller covenants and agrees to pay promptly and otherwise to fulfill and discharge all liabilities of the Seller or Assignor arising from and after the commencement of the Receivership Proceeding, when due and payable and otherwise prior to the time at which any of such liabilities could in any way result in or give rise to a claim against the Required Assets or the Buyer, result in the imposition of any Encumbrance or lien on any of the Required Assets, or adversely affect the Buyer's title to or use of any of the Required Assets.

8.3 Confidential Information. All copies, if any, of financial information, pricing, marketing plans, business plans, and other confidential and/or proprietary information of the Buyer that is disclosed to the Seller in the course of negotiating the transaction contemplated by this Agreement (the "***Buyer Confidential Information***"), will be held in confidence and not used or disclosed by the Seller or any of its employees, affiliates or stockholders, except to any public or private lender, for a period of six (6) months from the Effective Date and will be promptly destroyed by the Seller or returned to the Buyer, upon the Buyer's written request to the Seller. It is agreed that Buyer Confidential Information will not include information that: (a) was known to the Seller prior to receipt of such information from the Buyer; (b) is disclosed by a third party having the legal right to disclose such information and who owes no obligation of confidence to the Buyer; (c) is now, or later becomes part of the general public knowledge or literature, other than as a result of a breach of this Agreement by the Seller; or (d) is independently developed by the Seller without the use of any Buyer Confidential Information.

8.4 Press Releases and Public Announcements.

8.5 Rejected Contracts. The Seller shall not reject any Assigned Contract, pursuant to RCW 7.60.130(1) or otherwise, in relation to the Receivership Proceeding.

8.6 Survival of Covenants. Each of the covenants set forth in Sections 8.1, 8.2, 8.3, 8.4, 8.5 and this Section 8.6 shall survive the Closing. The covenants set forth in Section 8.3 above shall, in addition, survive the termination of this Agreement for any reason.

9. CONDITIONS TO CLOSING.

9.1 Conditions to the Buyer's Obligations. The obligations of the Buyer to consummate the purchase of the Required Assets from the Seller shall be subject to the satisfaction and fulfillment of each of the following conditions, at or prior to the Closing, except as the Buyer may expressly waive the same in writing:

(a) Accuracy of Representations and Warranties on Closing Date. The representations and warranties made herein by the Seller shall be true and correct in all material

respects, and not misleading in any material respect, on and as of the date given, and on and as of the Closing Date with the same force and effect as though such representations and warranties were made on and as of the Closing Date.

(b) Selection of Highest and Best Bid. The Buyer's bid is selected by the Seller as the Highest and Best Bid (as defined in the Bidding Procedures Order attached hereto as Exhibit I) in the bidding process described in the Bidding Procedures Order and such selection is approved by the Court.

(c) Entry of Approval Order. The Court shall have entered the Approval Order, which shall have become a Final Order in form and content acceptable to the Buyer, approving the Sale Motion, and approving and authorizing the Seller to enter into and implement this Agreement and any associated agreements and transactions, and the Approval Order shall not have been stayed as of the Closing. "**Final Order**" means an order entered by a court of competent jurisdiction for which the time for appeal has expired and for which a notice of appeal has not been filed timely or if timely filed, no stay has been issued.

(d) Entry of Bidding Procedures Order. The Court shall have entered the Bidding Procedures Order, which shall have become a Final Order in form and content acceptable to the Buyer.

(e) Compliance. As of the Closing Date, the Seller shall have complied in all material respects with, and shall have fully performed, in all material respects, all conditions, covenants and obligations of this Agreement imposed on the Seller and required to be performed or complied with by the Seller at, or prior to, the Closing Date.

(f) Delivery of Required Assets. The Seller shall have made the Required Assets available to Buyer as set forth in Section 1.3 above.

(g) Delivery of Closing Documents. The Seller shall have delivered, and the Buyer shall have received, the documents described in Section 10.3 hereof.

(h) Absence of Material Litigation. There shall be (a) no pending or overtly threatened litigation (other than litigation which is determined by the parties, in good faith, after consulting their respective attorneys, to be without legal or factual substance or merit), whether brought against the Seller, the Assignor or the Estate, that seeks to enjoin the consummation of any of the transactions contemplated by this Agreement; (b) no order that has been issued by any court or governmental agency having jurisdiction that restrains or prohibits the consummation of the purchase and sale of the Required Assets hereunder and no proceedings pending which are reasonably likely to result in the issuance of such an order; and (c) no pending or overtly threatened litigation, which has had or is expected to have a material adverse effect on the Required Assets.

(i) No Material Adverse Effect. There shall not have been an event, change, occurrence or circumstance, individually or in the aggregate with any such events, changes, occurrences or circumstances, that has had, or could reasonably be expected to have, a material adverse effect upon the Required Assets, including, without limitation, any termination of, or material amendment to, any Assigned Contract to which the Seller or the Assignor is a party that has had or is expected to have a material adverse effect on the Required Assets.

(j) No Encumbrances Other Than in the Schedules. There shall be no claims, liens, liabilities or encumbrances, other than those set forth in the Schedules attached to the General Assignment attached hereto at Exhibit A, in existence or asserted by any person against the Required Assets or the Assignor, whether in connection with the Receivership Proceeding or otherwise.

(k) Consents Obtained. All consents, waivers, approvals, authorizations or orders required to be obtained by the Seller, the Assignor and the Buyer for the authorization, execution and delivery of this Agreement and the consummation by it of the transactions contemplated hereby and thereby shall have been obtained by the Buyer, including, without limitation, all lease and equipment assignments and/or consents for the assumption by, or assignment to, the Buyer of the material Assigned Contracts set forth on Exhibit G attached hereto, in form and substance acceptable to the Buyer or the Buyer's counsel in its sole discretion.

(l) Due Diligence. The results of the Buyer's business, legal and accounting due diligence with respect to the Required Assets shall be satisfactory to the Buyer in its sole discretion.

9.2 Conditions to the Seller's Obligations. The obligations of the Seller to consummate the sale of the Required Assets to the Buyer shall be subject to the satisfaction and fulfillment of each of the following conditions, at or prior to the Closing, except as the Seller may expressly waive the same in writing:

(a) Accuracy of Representations and Warranties on the Closing Date. The representations and warranties made herein by the Buyer in Section 4 hereof shall be true and correct in all material respects, and not misleading in any material respect, on and as of the date given, and on and as of the Closing Date with the same force and effect as though such representations and warranties were made on and as of the Closing Date.

(b) Entry of Approval Order. The Court shall have entered the Approval Order, which shall have become a Final Order (in form and content acceptable to the Buyer), approving the Sale Motion, and approving and authorizing the Seller to enter into and implement this Agreement and any associated agreements and transactions, and the Approval Order shall not have been stayed as of the Closing.

(c) Compliance. The Buyer shall have complied in all material respects with, and shall have fully performed, the terms, conditions, covenants and obligations of this Agreement imposed thereon to be performed or complied with by the Buyer at, or prior to, the Closing Date.

(d) Delivery of Additional Instruments. At the Closing, on the terms and subject to the conditions of this Agreement, the Buyer, on behalf of [REDACTED] as applicable, shall deliver evidence (the "*Form of Debt Cancellation*") that the Secured Obligations to be credit bid against the Purchase Price, pursuant to Section 3.1 herein, have been cancelled in exchange for the Buyer's right to receive the Required Assets.

10. CLOSING; CLOSING OBLIGATIONS.

10.1 Time and Place of Closing. The consummation of the purchase and sale of the Required Assets contemplated hereby will take place at a closing to be held at the offices of the Seller (the "*Closing*"), on August 30, 2013 (the "*Closing Date*"), or at such other time or date, and at

such place, or by such other means of exchanging documents, as may be agreed to by the parties hereto.

10.2 The Buyer's Closing Obligations. At the Closing, the Buyer shall deliver to the Seller the following:

- (a) the Purchase Price, in the form of the assumption of the Assumed Liabilities and the credit bid of the Secured Obligations;
- (b) the Form of Debt Cancellation evidencing the cancellation of the Secured Obligations;
- (c) the Assignment and Bill of Sale Agreement, in the form attached hereto as Exhibit H, signed by an authorized officer of the Buyer on behalf of the Buyer;
- (d) an Assignment and Assumption Agreement, in a form to be mutually agreed to between the Buyer and the Seller (the "*Assignment and Assumption Agreement*") signed by an authorized officer of the Buyer on behalf of the Buyer;
- (e) an assignment agreement assigning the Intellectual Property Rights, in a form to be mutually agreed to between the Buyer and the Seller (the "*Intellectual Property Assignment*") signed by an authorized officer of the Buyer on behalf of the Buyer;
- (f) an assignment agreement assigning the Trademarks, in a form to be mutually agreed to between the Buyer and the Seller (the "*Trademark Assignment*") signed by an authorized officer of the Buyer on behalf of the Buyer; and
- (g) such other certificates, instruments and documents, in form and substance reasonably satisfactory to the Seller, as the Seller and/or its counsel shall have reasonably requested in connection with the transactions contemplated hereby.

10.3 The Seller's Closing Obligations. At the Closing, the Seller shall deliver to the Buyer the following:

- (a) the Required Assets in accordance with Section 1.3;
- (b) the Assignment and Bill of Sale Agreement, in the form attached hereto as Exhibit H, signed by an authorized officer of the Seller on behalf of the Seller;
- (c) the Assignment and Assumption Agreement signed by an authorized officer of the Seller on behalf of the Seller;
- (d) the Intellectual Property Assignment signed by an authorized officer of the Seller on behalf of the Seller;
- (e) the Trademark Assignment signed by an authorized officer of the Seller on behalf of the Seller; and
- (f) such other certificates, instruments and documents, in form and substance satisfactory to the Buyer, as the Buyer and/or its counsel shall have requested in connection with the

transactions contemplated hereby and as shall be effective to vest in the Buyer title to or other interest in, and the right to full custody and control of, the Required Assets, free and clear of all Encumbrances.

11. TERMINATION.

11.1 Termination of Agreement. This Agreement may be terminated and the transactions herein contemplated may be abandoned at any time prior to the Closing:

- (a) by mutual written consent of the Buyer and the Seller;
- (b) by the Buyer, if there has been a material breach by the Seller of any of the Seller representations, warranties, agreements or covenants set forth herein, or a failure of any condition to which the obligations of the Buyer are subject;
- (c) by the Seller, if there has been a material breach by the Buyer of any of its representations, warranties, agreements or covenants set forth herein, or a failure of any condition to which the obligations of the Seller is subject;
- (d) by the Buyer if the Buyer's bid is not the Highest and Best Bid, as provided in the Bidding Procedures Order;
- (e) by either the Buyer or the Seller if there shall be any law that makes consummation of the transactions contemplated hereby illegal or otherwise prohibited, or there shall be in effect a Final Order restraining, enjoining or otherwise prohibiting the consummation of the transactions contemplated hereby; it being agreed that the parties hereto shall promptly appeal any adverse determination which is appealable (and pursue such appeal with reasonable diligence);
- (f) by the Buyer if the Bidding Procedures Order or the Approval Order is modified in any manner adverse to the Buyer without the prior written consent of the Buyer (which consent may be withheld by the Buyer in the Buyer's sole discretion);
- (g) by the Buyer if any creditor of the Seller or Assignor seeks relief from the stay to foreclose or assert any lien or encumbrance upon any Required Asset or seeks to perfect a lien, claim or encumbrance in any Required Asset; or
- (h) by the Buyer or the Seller if the Closing has not occurred on or before August 30, 2013, or such later date upon which the Buyer and the Seller may agree in writing.

11.2 Procedure Upon Termination. In the event of termination of this Agreement by the Buyer or the Seller, or by both the Buyer and the Seller, as applicable, pursuant to Section 11.1 hereof, written notice thereof shall be given to the other party or parties hereto and the transactions contemplated herein shall be abandoned without further action by the Buyer or the Seller. In addition, if this Agreement is terminated as provided herein:

- (a) each party will return all documents, workpapers and other material of any other party relating to the transactions contemplated hereby, whether so obtained before or after the execution hereof, to the party furnishing the same; and

(b) all information of a confidential nature received by any party hereto with respect to the business of any other party shall continue to be subject to the terms of Sections 7.1 and 8.3 of this Agreement, as applicable.

11.3 Effect of Termination. Upon any termination of this Agreement pursuant to Section 11.1 hereof, the respective obligations of the parties hereto under this Agreement shall terminate and no party shall have any liability whatsoever to any other party hereto by reason of such termination, irrespective of the cause of such termination, except that, notwithstanding any such termination, Sections 7.1 and 8.3 shall survive such termination.

12. SURVIVAL OF WARRANTIES; RELEASE OF CLAIMS.

12.1 Survival of Warranties. All representations and warranties made by the Seller or the Buyer herein, or in any certificate, schedule or exhibit delivered pursuant hereto, shall survive the Closing for a period of one (1) year after the Closing.

12.2 Release of Claims. Effective as of the Closing Date, and except as otherwise expressly provided herein, the Seller (for itself, as general receiver in connection with the Receivership Proceeding (the "*Receiver*") and as assignee under the General Assignment (the "*Assignee*"), and on behalf of the Estate, and each of their respective successors and assigns) hereby absolutely and irrevocably waives, releases and discharges the Released Parties (as defined below) from any and all claims, demands, damages, liabilities, debts, obligations or causes of action, of any kind or nature whatsoever, arising in law or in equity (in each case whether known or unknown, absolute or contingent, liquidated or unliquidated, or otherwise) that the Seller, as Receiver and Assignee, or the Estate, and each of their successors and assigns, could assert against the Released Parties as a result of the Released Parties having been lenders to the Assignor or secured creditors of the Estate. Without limiting the generality of the foregoing, the Seller (for itself, as the Receiver and as Assignee, and the Estate, and each of their respective successors and assigns) hereby expressly, knowingly and intentionally waives any and all rights which the Seller, as Receiver and as Assignee, or the Estate (or their successors and assigns) have or may have under California Civil Code Section 1542 (and any other similar state statute), which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

The Seller (for itself, as the Receiver and Assignee, and the Estate, and each of their successor and assigns) also hereby waives the benefits of, and any rights the Seller, the Assignor or the Estate may have under, any statute or common law principle of similar effect in any jurisdiction.

"*Released Parties*" shall be, and be limited to, the Buyer, [REDACTED]

13. MISCELLANEOUS.

13.1 Expenses. Each of the parties hereto shall bear its own expenses (including without limitation attorneys' fees) in connection with the negotiation and consummation of the transaction contemplated hereby, except as otherwise contemplated herein.

13.2 Allocation of Purchase Price. The Purchase Price for the Required Assets shall be allocated as mutually agreed, in writing, as between the Seller and the Buyer, within one hundred twenty (120) days after the Closing Date (the "**Purchase Price Allocation**"). The Purchase Price Allocation shall become an Exhibit to this Agreement and shall thereafter be incorporated herein. The Buyer and the Seller will each file, or cause to be filed, any tax returns or tax forms (including Internal Revenue Service Form 8594) required to be filed in accordance with the Internal Revenue Code of 1986, as amended and all rules and regulations promulgated thereunder, in a manner consistent with the allocation determined between them post-Closing. Neither the Seller (or the Assignor, as applicable) nor the Buyer shall take any tax position inconsistent with the allocation agreed as between the Seller and the Buyer, and neither shall agree to any proposed adjustment of such allocation, without first giving the other party prior written notice.

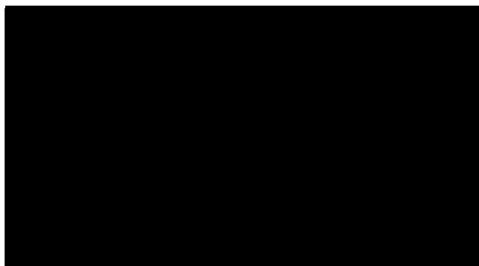
13.3 Notices. Any notice required or permitted to be given under this Agreement shall be in writing and shall be personally or sent by certified or registered United States mail, postage prepaid, or sent by nationally recognized overnight express courier and addressed as follows:

(a) If to the Seller :

Poniard (assignment for the benefit of creditors), LLC
1100 La Avenida Street, Building A
Mountain View, California 94043
United States



With copy to:



(b) If to the Buyer :

Encarta, Inc.
750 Battery Street, Ste. 400
San Francisco, California 94111



With copy to:



13.4 Entire Agreement. This Agreement, the exhibits hereto (which are incorporated herein by reference) and any agreements to be executed and delivered in connection herewith, together constitute the entire agreement and understanding between the parties and there are no agreements or commitments with respect to the transactions contemplated herein except as set forth in this Agreement. This Agreement supersedes any prior offer, agreement or understanding between the parties with respect to the transactions contemplated hereby.

13.5 Amendment; Waiver. Any term or provision of this Agreement may be amended only by a writing signed by the Seller and the Buyer. The observance of any term or provision of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively) only by a writing signed by the party to be bound by such waiver. No waiver by a party of any breach of this Agreement will be deemed to constitute a waiver of any other breach or any succeeding breach.

13.6 No Third Party Beneficiaries. Nothing expressed or implied in this Agreement is intended, or shall be construed, to confer upon or to give any person, firm or corporation, other than the parties hereto, any rights or remedies under or by reason of this Agreement.

13.7 Execution in Counterparts. For the convenience of the parties, this Agreement may be executed in one or more counterparts, including by pdf of facsimile counterpart, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

13.8 Benefit and Burden. This Agreement shall be binding upon, shall inure to the benefit of, and be enforceable by and against, the parties hereto and their respective successors and permitted assigns.

13.9 Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of California (excluding application of any choice of law doctrines that would make applicable the law of any other state or jurisdiction) and, where appropriate, applicable federal law.

13.10 Jurisdiction. The Court will have jurisdiction over any and all disputes between or among the parties, whether in law or equity, arising out of or relating to this Agreement or any agreement contemplated hereby.

13.11 Severability. If any provision of this Agreement is for any reason and to any extent deemed to be invalid or unenforceable, then such provision shall not be voided but rather shall be enforced to the maximum extent then permissible under then applicable law and so as to reasonably

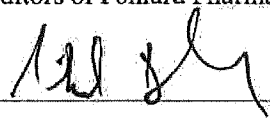
effect the intent of the parties hereto, and the remainder of this Agreement will remain in full force and effect.

[SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT]

IN WITNESS WHEREOF, the Buyer and the Seller executed and delivered this Asset Purchase Agreement by their duly authorized representatives as of the Effective Date.

SELLER:

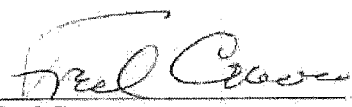
Poniard (assignment for the benefit of creditors), LLC,
solely as Assignee for the Benefit
of Creditors of Poniard Pharmaceuticals, Inc.,

By: 

Its: 

BUYER:

Encarta, Inc.

By: 

Fred Craves

Its: Chief Executive Officer

EXHIBIT A
General Assignment

DOCSOC/1623712v8/100797-0017

PATENT
REEL: 034439 FRAME: 0366

GENERAL ASSIGNMENT FOR THE BENEFIT
OF CREDITORS PURSUANT TO RCW 7.08.030

THIS ASSIGNMENT is made this 12th day of March, 2013, by and between Poniard Pharmaceuticals, Inc., a Washington corporation, with offices at 300 Elliott Avenue West, Suite 530, Seattle, WA 98119 (hereinafter referred to as the "Assignor"), and Poniard (assignment for the benefit of creditors), LLC a California limited liability company (hereinafter referred to as the "Assignee").

WHEREAS, the assignor has been engaged in the business of pharmaceuticals research and development, and ceased ongoing operations within the last twelve months; and

WHEREAS, the Assignor is indebted to creditors, as set forth in Schedule A annexed hereto, is unable to pay debts as they have become due, and is desirous of providing for the payment of debts, so far as it is possible, by an assignment of all property for that purpose.

NOW THEREFORE, the Assignor, in consideration of the Assignee's acceptance of this assignment, and for other good and valuable consideration, hereby grants, assigns, conveys, transfers, and sets over, unto the Assignee, and the Assignee's successors and assigns, all of the Assignor's property, except such property as is exempt by law from levy and sale under an execution (and then only to the extent of such exemption), including, but not limited to, all real property, fixtures, goods, stock, inventory, equipment, intellectual property (including patents and trademarks), furniture, furnishings, accounts receivable, general intangibles, bank deposits, cash, promissory notes, cash value and proceeds of insurance policies, claims and demands belonging to the Assignor, wherever such property may be located (hereinafter collectively the "Estate"), which property is, to the best knowledge and belief of the Assignor, fully and accurately set forth on Schedule B annexed hereto.

By making this assignment, the Assignor consents to the appointment of the Assignee as a general receiver with respect to the Assignee's property in accordance with RCW 7.60 *et seq.*

The Assignee shall take possession of and administer the estate, and shall liquidate the estate with reasonable dispatch and convert the estate into money, collect all claims and demands hereby assigned as and to the extent they may be collectible, and pay and discharge all reasonable expenses, costs, and disbursements in connection with the execution and administration of this assignment from the proceeds of such liquidation and collections.

The Assignee shall then pay and discharge in full, to the extent that funds are available in the estate after payment of administrative expenses, costs and disbursements, all of the debts and liabilities now due from the Assignor, including interest on such debts and liabilities in full, according to their priority as established by law, and on a pro rata basis within each class.

In the event that all debts and liabilities are paid in full, the remainder of the estate shall be returned to the Assignor.

To accomplish the purposes of this assignment, the Assignor hereby irrevocably appoints the Assignee as the Assignor's true and lawful attorney in fact, with full power and authority to do all acts and things which may be necessary to execute and fulfill the assignment hereby created, to the same extent as such acts and things might be done by the Assignor in the absence of this Assignment, including but not limited to the power to demand and recover from all persons all property of the estate; to sue for the recovery of such property; to execute, acknowledge, and deliver all necessary deeds, instruments, and conveyances, and to grant and convey any or all of the real or personal property of the estate pursuant thereto; and to appoint one or more attorneys to assist the Assignee in carrying out the Assignee's duties hereunder.

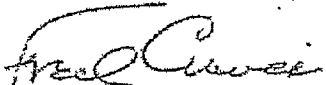
The Assignor hereby authorizes the Assignee to sign the name of the Assignor to any check, draft, promissory note, or other instrument in writing which is payable to the order of the Assignor, or to sign the name of the Assignor to any instrument in writing, whenever it shall be necessary to do so, to carry out the purposes of this assignment.

The Assignor declares, under penalty of perjury under the laws of the State of Washington, that the attached list of creditors and of the property of the Assignor is true and complete to the best of the Assignor's knowledge.

The Assignee hereby accepts the trust created by the foregoing assignment, and agrees faithfully and without delay to carry out the Assignee's duties under the foregoing assignment.

Assignor:

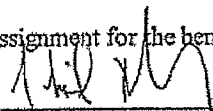
PONIARD PHARMACEUTICALS, INC.

By: 

Name: Fred Conves
Its duly-authorized signatory

Assignee:

Ponard (assignment for the benefit of creditors), LLC



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Francisco

On 3/12/13 before me, M. A. Josephson

Here Insert Name and Title of the Officer

personally appeared Fred Cranes

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature M. A. Josephson

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

SCHEDULE A - CREDITOR LIST

1. List all creditors having security interests or liens, showing:

	<u>Name</u>	<u>Address</u>	<u>Amount</u>	<u>Collateral</u>	<u>Dispute</u>
1.					
2.					

2. List all wages, salaries, commissions, or contributions to an employee benefit plan owed, showing:

<u>Name</u>	<u>Address</u>	<u>Amount</u>	<u>Nature</u>	<u>Collateral</u>	<u>Dispute</u>

3. List all consumer deposits owed, showing:

<u>Name</u>	<u>Address</u>	<u>Amount</u>	<u>Nature</u>	<u>Collateral</u>	<u>Dispute</u>
<i>none</i>					

4. List all taxes owed, showing:

<u>Name</u>	<u>Address</u>	<u>Amount</u>	<u>Nature</u>	<u>Collateral</u>	<u>Dispute</u>

5. List all unsecured claims, showing:

<u>Name</u>	<u>Address</u>	<u>Amount</u>	<u>Nature</u>	<u>Collateral</u>	<u>Dispute</u>
<i>See Schedule 5</i>					

6. List all owners or shareholders, showing:

<u>Name</u>	<u>Address</u>	<u>Ownership %</u>
<i>None known to be a creditor</i>		

7. List all applicable regulatory agencies, showing:

<u>Name</u>	<u>Address</u>
<i>None known to be a creditor</i>	

DWT 21116223v1 0096943-000002

SCHEDULE B - LIST OF PROPERTY

List each category of property and for each give approximate value obtainable for the asset on the date of assignment/appointment of the receiver, and address where asset is located.

I. Nonexempt Property

Description and Location:

Estimated Liquidation Value on Date of
Appointment of Receiver:

unknown

1. Legal Description and street address of real property, including leasehold interests:

none

Tax Parcel Number: *na*

Address: *na*

2. Fixtures: *none*
3. Cash and bank accounts: 
4. Inventory: *none*
5. Accounts receivable: *none*
6. Equipment: *none*
7. Prepaid expenses, including deposits, insurance, rents, and utilities: *none*
8. Other, including loans to third parties, claims, and choses in action: *See Schedules 8a and 8b.*

II. Exempt Property

Description and Location:

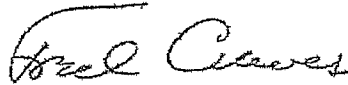
Estimated Liquidation Value on Date of
Appointment of Receiver:

None

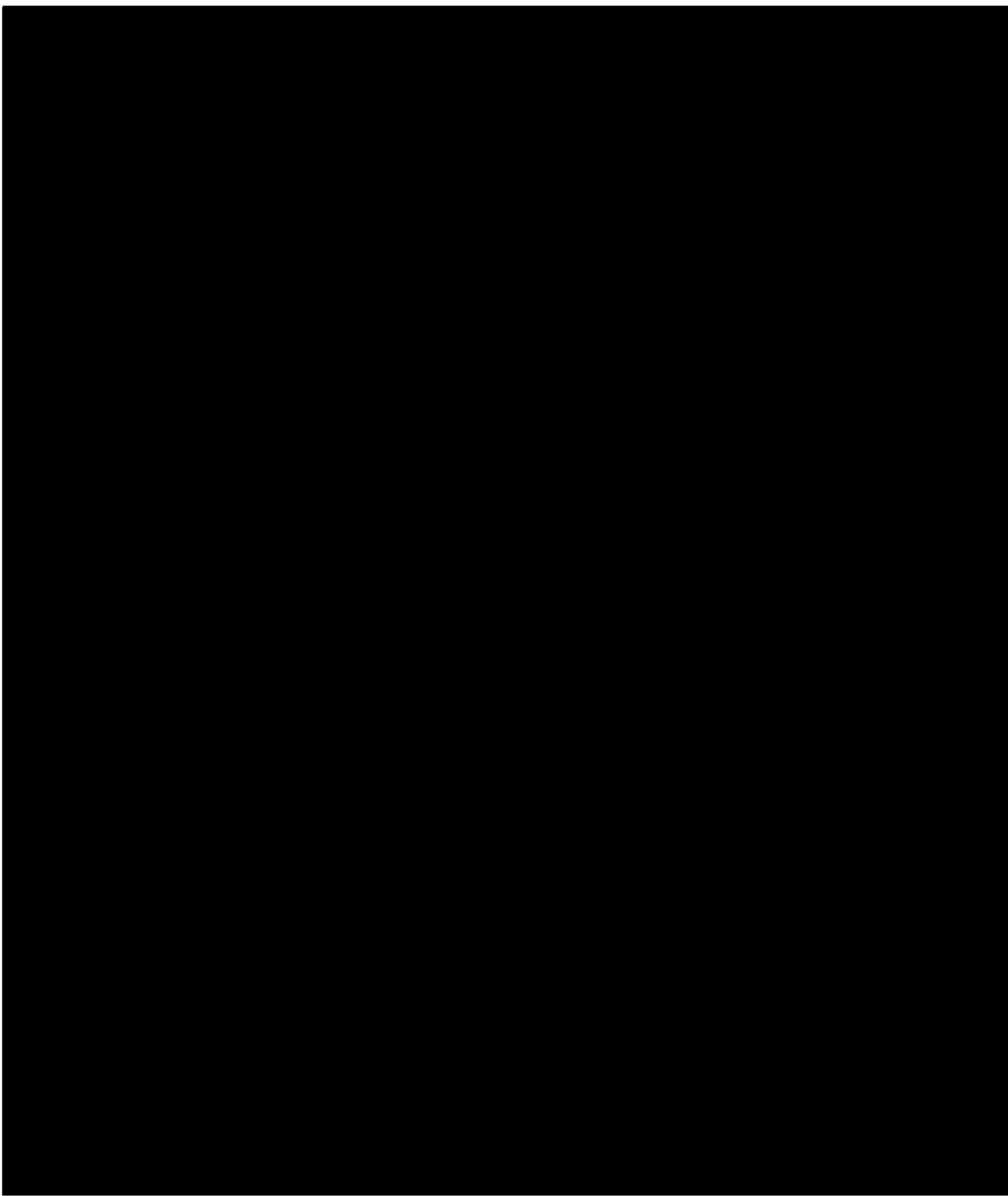
na

I DECLARE under penalty of perjury that the foregoing is true, correct, and complete to the best of my knowledge.

DATED this ____ day of _____, at _____, State of _____



Pontard Pharmaceuticals
General Assignment Schedule 5



Schedule 8A

Patents and Patent Applications

	<u>Patent</u>	<u>Country</u>	<u>Application No. or Registration No. (as applicable)</u>	<u>Application Filing Date or Registration Date (as applicable)</u>
	USE OF PICOPLATIN TO TREAT SMALL CELL LUNG CANCER	US	60/857,067	11/6/2006
	USE OF PICOPLATIN TO TREAT SMALL CELL LUNG CANCER	US	60/877,515	12/28/2006
	USE OF PICOPLATIN TO TREAT SMALL CELL LUNG CANCER	US	60/927,347	5/3/2007
	USE OF PICOPLATIN TO TREAT SMALL CELL LUNG CANCER	US	60/931,309	5/22/2007
	USE OF PICOPLATIN TO TREAT SMALL CELL LUNG CANCER	US	60/969,441	8/31/2007
	USE OF PICOPLATIN TO TREAT SMALL CELL LUNG CANCER	US	12/508,392	7/23/2009
	A METHOD OF TREATMENT OF HORMONE-RESISTANT PROSTATE CANCER	US	60/857,017	11/6/2006
	A METHOD OF TREATMENT OF HORMONE-RESISTANT PROSTATE CANCER	US	60/857,564	11/8/2006
	A METHOD OF TREATMENT OF HORMONE-RESISTANT PROSTATE CANCER	US	60/877,570	12/28/2006
	USE OF PICOPLATIN TO TREAT PROSTATE CANCER	US	60/889,179	2/9/2007
	USE OF PICOPLATIN TO TREAT PROSTATE CANCER	US	60/890,950	2/21/2007
	USE OF PICOPLATIN TO TREAT PROSTATE CANCER	US	60/931,609	5/24/2007
	USE OF PICOPLATIN TO TREAT PROSTATE CANCER	US	60/952,440	7/27/2007
	USE OF PICOPLATIN TO TREAT PROSTATE CANCER	US	11/935,979	11/6/2007
	A METHOD OF TREATMENT OF COLORECTAL CANCER	US	60/857,066	11/6/2006

	Patent	Country	Application No. or Registration No. (as applicable)	Application Filing Date or Registration Date (as applicable)
	A METHOD OF TREATMENT OF COLORECTAL CANCER	US	60/857,725	11/8/2006
	A METHOD OF TREATMENT OF COLORECTAL CANCER	US	60/877,495	12/28/2006
	USE OF PICOPLATIN TO TREAT COLORECTAL CANCER	US	60/889,191	2/9/2007
	USE OF PICOPLATIN TO TREAT COLORECTAL CANCER	US	60/931,589	5/24/2007
	USE OF PICOPLATIN TO TREAT COLORECTAL CANCER	US	60/683,852	10/30/2007
	USE OF PICOPLATIN TO TREAT COLORECTAL CANCER	US	12/367,394	2/6/2009
	USE OF PICOPLATIN TO TREAT COLORECTAL CANCER	US	12/464,662	5/12/2009
	USE OF PICOPLATIN TO TREAT COLORECTAL CANCER	US	12/465,563	5/13/2009
	USE OF PICOPLATIN TO TREAT COLORECTAL CANCER	US	12/508,372	7/23/2009
	USE OF PICOPLATIN TO TREAT COLORECTAL CANCER	PCT	PCT/US2010/34593	5/12/2010
	USE OF PICOPLATIN TO TREAT COLORECTAL CANCER	US	13/319,852	11/10/2011
	ENCAPSULATED PICOPLATIN	US	60/889,201	2/9/2007
	ENCAPSULATED PICOPLATIN	US	60/889,675	2/13/2007
	ENCAPSULATED PICOPLATIN	US	60/984,156	10/31/2007
	ENCAPSULATED PICOPLATIN	US	60/989,020	11/19/2007
	ENCAPSULATED	PCT	PCT/US2008/00174	2/8/2009

	<u>Patent</u>	<u>Country</u>	<u>Application No. or Registration No. (as applicable)</u>	<u>Application Filing Date or Registration Date (as applicable)</u>
	PICOPLATIN		6	
	ENCAPSULATED PICOPLATIN	US	12/536,311	8/5/2009
	ENCAPSULATED PICOPLATIN	AU	2008214199	2/8/2008
	ENCAPSULATED PICOPLATIN	BR	PI 0806362-1	2/8/2008
	ENCAPSULATED PICOPLATIN	CA	2,677,639	2/8/2008
	ENCAPSULATED PICOPLATIN	CN	200880011347.9	2/8/2008
	ENCAPSULATED PICOPLATIN	EG	1200/2009	2/8/2008
	ENCAPSULATED PICOPLATIN	EP	08725387.8	2/8/2008
	ENCAPSULATED PICOPLATIN	HK	10102719.4	2/8/2008
	ENCAPSULATED PICOPLATIN	ID	W-00200902208	2/8/2008
	ENCAPSULATED PICOPLATIN	IL	200261	2/8/2008
	ENCAPSULATED PICOPLATIN	IN	5257/CHENP/2009	2/8/2008
	ENCAPSULATED PICOPLATIN	JP	2009-549126	2/8/2008
	ENCAPSULATED PICOPLATIN	KR	10-2009-7018781	2/8/2008
	ENCAPSULATED PICOPLATIN	MX	MX/s/2009/008487	2/8/2008
	ENCAPSULATED PICOPLATIN	PH	1-2009-501520	2/8/2008
	ENCAPSULATED PICOPLATIN	RU	2009133447	2/8/2008
	ENCAPSULATED PICOPLATIN	UA	200909261	2/8/2008
	ENCAPSULATED PICOPLATIN	VN	1-2009-01904	2/8/2008
	STABILIZED PICOPLATIN ORAL DOSAGE FORM*	US	60/889,171	2/9/2007
	STABILIZED PICOPLATIN ORAL DOSAGE FORM*	US	60/889,681	2/13/2007
	STABILIZED PICOPLATIN ORAL DOSAGE FORM*	PCT	PCT/US2008/00175 2	2/8/2008
	STABILIZED PICOPLATIN ORAL DOSAGE FORM*	US	12/536,335	8/5/2009

* co-owned with Genzyme Corporation

	<u>Patent</u>	<u>Country</u>	<u>Application No. or Registration No. (as applicable)</u>	<u>Application Filing Date or Registration Date (as applicable)</u>
	STABILIZED PICOPLATIN ORAL DOSAGE FORM*	AU	2008214202	2/8/2008
	STABILIZED PICOPLATIN ORAL DOSAGE FORM*	BR	0806418-0	2/8/2008
	STABILIZED PICOPLATIN ORAL DOSAGE FORM*	CA	2,677,640	2/8/2008
	STABILIZED PICOPLATIN ORAL DOSAGE FORM*	CN	200880011357.2	2/8/2008
	STABILIZED PICOPLATIN ORAL DOSAGE FORM*	EG	1201/2009	2/8/2008
	STABILIZED PICOPLATIN ORAL DOSAGE FORM*	EP	08725393.6	2/8/2008
	STABILIZED PICOPLATIN ORAL DOSAGE FORM*	HK	10106157.4	2/8/2008
	STABILIZED PICOPLATIN ORAL DOSAGE FORM*	ID	W-00200902207	2/8/2008
	STABILIZED PICOPLATIN ORAL DOSAGE FORM*	IL	200262	2/8/2008
	STABILIZED PICOPLATIN ORAL DOSAGE FORM*	IN	5256/CHENP/2009	2/8/2008
	STABILIZED PICOPLATIN ORAL DOSAGE FORM*	JP	2009-549128	2/8/2008
	STABILIZED PICOPLATIN ORAL DOSAGE FORM*	KR	10-2009-7018780	2/8/208
	STABILIZED PICOPLATIN ORAL DOSAGE FORM*	MX	MX/a/2009/008488	2/8/2008
	STABILIZED PICOPLATIN ORAL DOSAGE FORM*	PH	1-2009-501521	2/8/2008
	STABILIZED PICOPLATIN ORAL DOSAGE FORM*	RU	2009133446	2/8/2008
	STABILIZED PICOPLATIN ORAL DOSAGE FORM*	UA	200909262	2/8/2008
	STABILIZED PICOPLATIN ORAL DOSAGE FORM AND	VN	1-2009-01903	2/8/2008

*co-owned with Genzyme Corporation

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	<u>Patent</u>	<u>Country</u>	<u>Application No. or Registration No. (as applicable)</u>	<u>Application Filing Date or Registration Date (as applicable)</u>
	PROCESS FOR PREPARING THE SAME*			
	STABILIZED INTRAVENOUS DOSAGE FORM	US	60/949,639	6/27/2007
	ORAL FORMULATION FOR PICOPLATIN	US	60/950,033	7/16/2007
	ORAL FORMULATION FOR PICOPLATIN	US	61/043,962	4/10/2008
	ORAL FORMULATION FOR PICOPLATIN	PCT	PCT/US2008/00866 9	7/16/2008
	ORAL FORMULATION FOR PICOPLATIN	US	12/669,274	1/15/2010
	ORAL FORMULATION FOR PICOPLATIN	CA	2,693,057	7/16/2008
	ORAL FORMULATION FOR PICOPLATIN	CN	200880103323.6	7/16/2008
	ORAL FORMULATION FOR PICOPLATIN	EP	08780206.2	7/16/2008
	ORAL FORMULATION FOR PICOPLATIN	HK	11101572.1	7/16/2008
	ORAL FORMULATION FOR PICOPLATIN	JP	2010-517010	7/16/2008
	ORAL FORMULATION FOR PICOPLATIN	TW	097127053	7/16/2008
	USE OF PICOPLATIN AND BEVACIZUMAB TO TREAT COLORECTAL CANCER	US	61/027,387	2/8/2008
	USE OF PICOPLATIN AND BEVACIZUMAB TO TREAT COLORECTAL CANCER	PCT	PCT/US2009/00077 0	2/6/2009
	USE OF PICOPLATIN AND BEVACIZUMAB TO TREAT COLORECTAL CANCER	US	12/866,702	11/11/2010
	USE OF PICOPLATIN AND BEVACIZUMAB TO TREAT COLORECTAL CANCER	AU	2009210654	2/6/2009
	USE OF PICOPLATIN AND BEVACIZUMAB TO TREAT COLORECTAL CANCER	CA	2,715,348	2/6/2009

*co-owned with Genzyme Corporation

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	<u>Patent</u>	<u>Country</u>	<u>Application No. or Registration No. (as applicable)</u>	<u>Application Filing Date or Registration Date (as applicable)</u>
	USE OF PICOPLATIN AND BEVACIZUMAB TO TREAT COLORECTAL CANCER	CN	200980109758.6	2/6/2009
	USE OF PICOPLATIN AND BEVACIZUMAB TO TREAT COLORECTAL CANCER	EP	09708527.8	2/6/2009
	USE OF PICOPLATIN AND BEVACIZUMAB TO TREAT COLORECTAL CANCER	HK	11109428.0	2/6/2009
	USE OF PICOPLATIN AND BEVACIZUMAB TO TREAT COLORECTAL CANCER	JP	2010-545883	2/6/2009
	USE OF PICOPLATIN AND CETUXIMAB TO TREAT COLORECTAL CANCER	US	61/027,382	2/8/2008
	USE OF PICOPLATIN AND CETUXIMAB TO TREAT COLORECTAL CANCER	PCT	PCT/US2009/00077 3	2/6/2009
	USE OF PICOPLATIN AND CETUXIMAB TO TREAT COLORECTAL CANCER	US	12/866,706	11/15/2010
	USE OF PICOPLATIN AND CETUXIMAB TO TREAT COLORECTAL CANCER	AU	2009210656	2/6/2009
	USE OF PICOPLATIN AND CETUXIMAB TO TREAT COLORECTAL CANCER	CA	2,715,353	2/6/2009
	USE OF PICOPLATIN AND CETUXIMAB TO TREAT COLORECTAL CANCER	CN	200980111015.2	2/6/2009
	USE OF PICOPLATIN AND CETUXIMAB TO TREAT COLORECTAL CANCER	EP	09708387.7	2/6/2009
	USE OF PICOPLATIN AND CETUXIMAB TO TREAT COLORECTAL CANCER	HK	11109425.3	2/6/2009
	USE OF PICOPLATIN	JP	2010-545885	2/6/2009

	Patent	Country	Application No. or Registration No. (as applicable)	Application Filing Date or Registration Date (as applicable)
	AND CETUXIMAB TO TREAT COLORECTAL CANCER			
	USE OF PICOPLATIN AND BEVACIZUMAB TO TREAT COLORECTAL CANCER	US	61/027,360	2/8/2008
	PICOPLATIN AND AMRUBICIN TO TREAT LUNG CANCER	PCT	PCT/US2009/00075 0	2/6/2009
	PICOPLATIN AND AMRUBICIN TO TREAT LUNG CANCER	US	12/866,710	11/10/2010
	PICOPLATIN AND AMRUBICIN TO TREAT LUNG CANCER	AU	2009210734	2/6/2009
	PICOPLATIN AND AMRUBICIN TO TREAT LUNG CANCER	CA	2,715,329	2/6/2009
	PICOPLATIN AND AMRUBICIN TO TREAT LUNG CANCER	CN	200980110139.9	2/6/2009
	PICOPLATIN AND AMRUBICIN TO TREAT LUNG CANCER	EP	09708292.9	2/6/2009
	PICOPLATIN AND AMRUBICIN TO TREAT LUNG CANCER	HK	11109534.1	2/6/2009
	PICOPLATIN AND AMRUBICIN TO TREAT LUNG CANCER	JP	2010-545878	2/6/2009
	COMBINATION CHEMOTHERAPY COMPRISING STABILIZED INTRAVENOUS PICOPLATIN DOSAGE FORM	US	61/027,388	2/8/2008
	COMBINATION CHEMOTHERAPY COMPRISING STABILIZED INTRAVENOUS PICOPLATIN DOSAGE FORM	US	61/055/071	5/21/2008
	STABILIZED PICOPLATIN DOSAGE FORM	PCT	PCT/US2008/08076	6/27/2008
	STABILIZED PICOPLATIN DOSAGE FORM	US	12/635,517	12/10/2009
	COMBINATION	US	12/635,534	12/10/2009

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	<u>Patent</u>	<u>Country</u>	<u>Application No. or Registration No. (as applicable)</u>	<u>Application Filing Date or Registration Date (as applicable)</u>
	THERAPY FOR OVARIAN CANCER			
	COMBINATION THERAPY FOR OVARIAN CANCER	US	12/781,599	5/17/2010
	COMBINATION THERAPY FOR OVARIAN CANCER	PCT	PCT/US11/036855	5/17/2011
	STABILIZED PICOPLATIN DOSAGE FORM	AU	2008295576	6/27/2008
	STABILIZED PICOPLATIN DOSAGE FORM	BR	PI0811816-7	6/27/2008
	STABILIZED PICOPLATIN DOSAGE FORM	CA	2,691,115	6/27/2008
	STABILIZED PICOPLATIN DOSAGE FORM	CN	200880022248.0	6/27/2008
	STABILIZED PICOPLATIN DOSAGE FORM	EP	08828991.3	6/27/2008
	STABILIZED PICOPLATIN DOSAGE FORM	HK	10108170.3	6/27/2008
	STABILIZED PICOPLATIN DOSAGE FORM	ID	W-00201000277	6/27/2008
	STABILIZED PICOPLATIN DOSAGE FORM	IL		6/27/2008
	STABILIZED PICOPLATIN DOSAGE FORM	IN	7725/CHENP/2009	6/27/2008
	STABILIZED PICOPLATIN DOSAGE FORM	JP	2010-514837	6/27/2008
	STABILIZED PICOPLATIN DOSAGE FORM	KR	10-2010-7001745	6/27/2008
	STABILIZED PICOPLATIN DOSAGE FORM	MX	MX/a/2009/013835	6/27/2008
	STABILIZED PICOPLATIN DOSAGE FORM	RU	2010102096	6/27/2008
	STABILIZED PICOPLATIN DOSAGE FORM	TW	097124033	6/28/2008
	STABILIZED PICOPLATIN DOSAGE FORM	UA	201000817	6/28/2008

	Patent	Country	Application No. or Registration No. (as applicable)	Application Filing Date or Registration Date (as applicable)
	PICOPLATIN ORAL DOSAGE FORM HAVING HIGH BIOAVAILABILITY	US	61/169,679	4/15/2009
	PICOPLATIN ORAL DOSAGE FORM HAVING HIGH BIOAVAILABILITY	US	61/170,487	4/17/2009
	HIGH BIOAVAILABILITY ORAL PICOPLATIN ANTI-CANCER THERAPY	PCT	PCT/US2010/00735	3/11/2010
	HIGH BIOAVAILABILITY ORAL PICOPLATIN ANTI-CANCER THERAPY	US	13/264,343	10/13/2011
	USE OF PICOPLATIN TO TREAT PROSTATE CANCER	US	61/177,567	5/12/2009
	USE OF PICOPLATIN TO TREAT PROSTATE CANCER	PCT	PCT/US2010/34591	5/12/2010
	USE OF PICOPLATIN TO TREAT PROSTATE CANCER	US	13/319,647	11/9/2011
	USE OF PICOPLATIN AND DOCETAXEL TO TREAT PROSTATE CANCER	US	61/177,571	5/12/2009
	IMPROVED SYNTHESIS OF PICOPLATIN	US	61/186,526	6/12/2009
	IMPROVED SYNTHESIS OF PICOPLATIN	PCT	PCT/US2010/38348	6/11/2010
	IMPROVED SYNTHESIS OF PICOPLATIN	TW	099119171	6/11/2010
	METHOD TO TREAT SMALL CELL LUNG CANCER	US	61/311,169	3/5/2010
	METHOD TO TREAT SMALL CELL LUNG CANCER	US	61/345,442	5/17/2010
	METHOD TO TREAT SMALL CELL LUNG CANCER	PCT	PCT/US2011/02726 4	3/4/2011
	METHOD TO TREAT SMALL CELL LUNG CANCER	TW	100107612	3/7/2011
	COMBINATION THERAPY FOR SMALL CELL LUNG CANCER	US	61/345,451	5/17/2010
	COMBINATION THERAPY FOR SMALL CELL LUNG CANCER	US	61/346,777	5/20/2010

	<u>Patent</u>	<u>Country</u>	<u>Application No. or Registration No. (as applicable)</u>	<u>Application Filing Date or Registration Date (as applicable)</u>
	COMBINATION THERAPY FOR SMALL CELL LUNG CANCER	PCT	PCT/US2011/02726 8	3/4/2011
	COMBINATION THERAPY FOR SMALL CELL LUNG CANCER	TW	100107621	3/7/2011
	INHIBITORS OF FOCAL ADHESION KINASE	PCT	PCT/US2008/00320	3/10/2008
	INHIBITORS OF FOCAL ADHESION KINASE	US	12/531,010	9/11/2009
	INHIBITORS OF FOCAL ADHESION KINASE	CA	2,681,015	3/10/2008
	INHIBITORS OF FOCAL ADHESION KINASE	CN	200880015910.X	3/10/2008
	INHIBITORS OF FOCAL ADHESION KINASE	EP	08726698.7	3/10/2008
	INHIBITORS OF FOCAL ADHESION KINASE	HK	10107956.5	3/10/2008
	INHIBITORS OF FOCAL ADHESION KINASE	IN	5948/DELNP/2009	3/10/2008
	INHIBITORS OF FOCAL ADHESION KINASE	JP	2009-553600	3/10/2008
	INHIBITORS OF FOCAL ADHESION KINASE	TW	97109125	3/14/2008
	METHODS OF PROMOTING APOPTOSIS AND INHIBITING METASTASIS	PCT	PCT/US2010/04535	8/12/2010
	SYNTHESIS AND USE OF KINASE INHIBITORS	US	61/359,942	6/30/2010
	SYNTHESIS AND USE OF KINASE INHIBITORS	PCT	PCT/US2011/04216	6/28/2011
	ORAL FORMULATION OF KINASE INHIBITORS	US	61/359,694	6/29/2010
	ORAL FORMULATION OF KINASE INHIBITORS	PCT	PCT/US2011/04216	6/28/2011

Schedule 8B
Trademarks

	<u>Trademarks</u>	<u>Country</u>	<u>Serial No.</u>	<u>Registration No.</u>
	PONIARD	US	77/926,443	
	PONIARD	EUROPE	5136247	5136247
	PONIARD	BULGARIA	87794	64215
	PONIARD	CANADA	1,305,719	
	PONIARD	CHINA	5420788	5420788
	PONIARD	JAPAN	2006-55411	5011442
	PONIARD	MEXICO	788572	953650
	PONIARD	ROMANIA	M2006-06634	078934
	PONIARD	RUSSIA	2006716360	334572
	PONIARD	UKRAINE	M200608493	83816
	PONIARD	US	78/941,640	3,247,488
	PONIARD	EUROPE	5646484	5646484
	PONIARD	CANADA	1,332,920	
	PONIARD	CHINA	5875890	5875890
	PONIARD	INDIA	1526598	
	PONIARD	JAPAN	20076424	5051753
	PONIARD	MEXICO	832693	1013834
	PONIARD	RUSSIA	2007701832	351832
	PONIARD	UKRAINE	M200701043	92279
	P DESIGN	EUROPE	5645965	5645965
	P DESIGN	CANADA	1,332,922	

	P DESIGN	CHINA	5875888	5875888
	<u>Trademarks</u>	<u>Country</u>	<u>Serial No.</u>	<u>Registration No.</u>
	P DESIGN	INDIA	1526599	
	P DESIGN	JAPAN	20075966	5051751
	P DESIGN	MEXICO	832691	983191
	P DESIGN	RUSSIA	2007701837	342645
	P DESIGN	UKRAINE	M200701044	93525
	P DESIGN	US	78/941,637	3,247,487
	P DESIGN	CHINA	5875889	5875889
	P DESIGN	MEXICO	832692	1013833
	P DESIGN	RUSSIA	2007702270	350589
	P PONIARD & DESIGN (LOGO)	US	78/941,528	3,247,481
	P DESIGN	CROATIA	Z20070832A	Z20070832
	P DESIGN	SERBIA	Z9912007	55571
	PONIARD	CROATIA	Z20070831A	Z20070831
	PONIARD	SERBIA	Z9922007	55553

EXHIBIT B

Excluded Assets

- Cash or cash equivalents held by the Seller and/or the Assignor or held in an account on behalf of the Seller and/or the Assignor as of the Effective Date.
- Any employee benefit plan or agreement providing benefits to any present or former employee of Assignor or Seller, or any multiemployer or pension plan (within the meaning of the Employee Retirement Income Security Act of 1974) of Assignor in which Assignor participates or participated prior to the Receivership Proceeding.
- Any and all Excluded Claims. “*Excluded Claims*” means (i) any claim, cause of action, defense or right (including any right of setoff or recoupment) (a) which does not relate to or arise from the use, exploitation, ownership, protection or title to the Required Assets, and (b) which is not necessary for the use, exploitation, ownership, title or protection of the Intellectual Property Rights or Trademarks included among the Required Assets (it being understood and agreed that any claim, cause of action, defense or right attendant to the use, exploitation, ownership, title or protection of any Required Assets, including the authority to enforce all Intellectual Property Rights or Trademark rights included among the Required Assets, shall be a Required Asset and will be assigned to the Buyer at Closing); and (ii) any breach of fiduciary duty claim or cause of action and any fraudulent conveyance claim or cause of action that may arise pursuant to any state or federal law. Notwithstanding the foregoing and for the avoidance of doubt, Excluded Claims shall not include any claim, cause of action, defense or right which relates to or arises from, or is necessary for, the use, exploitation, ownership, title or protection of, the Intellectual Property Rights or Trademarks, including the authority to enforce all Intellectual Property Rights or Trademarks.
- Any and all Excluded Contracts and the rights and obligations related thereto. “*Excluded Contracts*” means any agreement, contract, license, instrument, commitment or understanding, written or oral, that is not listed on Exhibit C to the Agreement and is not an Assigned Contract, and any agreement, contract, license, instrument, commitment or understanding ancillary thereto. For the avoidance of doubt, Excluded Contracts shall include, but not be limited to, that certain Commercial Picoplatin Active Pharmaceutical Ingredient Manufacturing Agreement, dated as of March 24, 2008 between [REDACTED] and Poniard Pharmaceuticals, Inc. (as such agreement may have been amended from time to time) and that certain Commercial Supply Agreement, dated as of November 22, 2008 between [REDACTED] and Poniard Pharmaceuticals, Inc. (as such agreement may have been amended from time to time).

EXHIBIT C

Assigned Contracts

- License Agreement dated November 17, 2011 between [REDACTED] and Poniard Pharmaceuticals, Inc., as such agreement may be amended from time to time, and any ancillary agreements related or necessary thereto.
- License Agreement dated as of May 5, 2008 by and among [REDACTED] and Poniard Pharmaceuticals, Inc., as such agreement may have been amended from time to time, and any ancillary agreements related or necessary thereto.
- License Agreement dated as of April 2, 2004 between [REDACTED] and Poniard Pharmaceuticals, Inc., as such agreement may have been amended from time to time, and any ancillary agreements related or necessary thereto.
- The Mineral Rights Agreements, as such agreements may have been amended from time to time, and any ancillary agreements related or necessary thereto. "*Mineral Rights Agreements*" means [REDACTED]
- Any and all agreements, contracts, licenses, instruments, commitments, understandings, undertakings or otherwise, written or oral, express or implied, whether or not legally binding, related, incident and/or necessary to the ownership, use, exploitation, protection and/or chain of title of the Trademarks or Intellectual Property Rights or by which any of the Trademarks or Intellectual Property Rights owned or used by Assignor are or may become bound, together with all rights therein, as such agreements, contracts, licenses, instruments, commitments, understandings, undertakings or otherwise have been amended from time to time, and any ancillary agreements related or necessary thereto.

EXHIBIT D

Trademarks

<u>Trademarks</u>	<u>Country</u>	<u>Serial No.</u>	<u>Registration No.</u>
PONIARD	US	77/926,443	
PONIARD	EUROPE	5136247	5136247
PONIARD	BULGARIA	87794	64215
PONIARD	CANADA	1,305,719	
PONIARD	CHINA	5420788	5420788
PONIARD	JAPAN	2006-55411	5011442
PONIARD	MEXICO	788572	953650
PONIARD	ROMANIA	M2006-06634	078934
PONIARD	RUSSIA	2006716360	334572
PONIARD	UKRAINE	M200608493	83816
PONIARD	US	78/941,640	3,247,488
PONIARD	EUROPE	5646484	5646484
PONIARD	CANADA	1,332,920	
PONIARD	CHINA	5875890	5875890
PONIARD	INDIA	1526598	
PONIARD	JAPAN	20076424	5051753
PONIARD	MEXICO	832693	1013834
PONIARD	RUSSIA	2007701832	351832
PONIARD	UKRAINE	M200701043	92279
P DESIGN	EUROPE	5645965	5645965
P DESIGN	CANADA	1,332,922	
P DESIGN	CHINA	5875888	5875888

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P DESIGN	INDIA	1526599	
P DESIGN	JAPAN	20075966	5051751
P DESIGN	MEXICO	832691	983191
P DESIGN	RUSSIA	2007701837	342645
P DESIGN	UKRAINE	M200701044	93525
P DESIGN	US	78/941,637	3,247,487
P DESIGN	CHINA	5875889	5875889
P DESIGN	MEXICO	832692	1013833
P DESIGN	RUSSIA	2007702270	350589
P PONIARD & DESIGN (LOGO)			
	US	78/941,528	3,247,481
P DESIGN	CROATIA	Z20070832A	Z20070832
P DESIGN	SERBIA	Z9912007	55571
PONIARD	CROATIA	Z20070831A	Z20070831
PONIARD	SERBIA	Z9922007	55553

EXHIBIT E

Intellectual Property Rights

<u>Patent</u>	<u>Country</u>	<u>Application No. or Registration No. (as applicable)</u>	<u>Application Filing Date or Registration Date (as applicable)</u>
USE OF PICOPLATIN TO TREAT SMALL CELL LUNG CANCER	US	60/857,067	11/6/2006
USE OF PICOPLATIN TO TREAT SMALL CELL LUNG CANCER	US	60/877,515	12/28/2006
USE OF PICOPLATIN TO TREAT SMALL CELL LUNG CANCER	US	60/927,347	5/3/2007
USE OF PICOPLATIN TO TREAT SMALL CELL LUNG CANCER	US	60/931,309	5/22/2007
USE OF PICOPLATIN TO TREAT SMALL CELL LUNG CANCER	US	60/969,441	8/31/2007
USE OF PICOPLATIN TO TREAT SMALL CELL LUNG CANCER	US	12/508,392	7/23/2009
A METHOD OF TREATMENT OF HORMONE-RESISTANT PROSTATE CANCER	US	60/857,017	11/6/2006
A METHOD OF TREATMENT OF HORMONE-RESISTANT PROSTATE CANCER	US	60/857,564	11/8/2006
A METHOD OF TREATMENT OF HORMONE-RESISTANT PROSTATE CANCER	US	60/877,570	12/28/2006
USE OF PICOPLATIN TO TREAT PROSTATE CANCER	US	60/889,179	2/9/2007

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<u>Patent</u>	<u>Country</u>	<u>Application No. or Registration No. (as applicable)</u>	<u>Application Filing Date or Registration Date (as applicable)</u>
USE OF PICOPLATIN TO TREAT PROSTATE CANCER	US	60/890,950	2/21/2007
USE OF PICOPLATIN TO TREAT PROSTATE CANCER	US	60/931,609	5/24/2007
USE OF PICOPLATIN TO TREAT PROSTATE CANCER	US	60/952,440	7/27/2007
USE OF PICOPLATIN TO TREAT PROSTATE CANCER	US	11/935,979	11/6/2007
A METHOD OF TREATMENT OF COLORECTAL CANCER	US	60/857,066	11/6/2006
A METHOD OF TREATMENT OF COLORECTAL CANCER	US	60/857/725	11/8/2006
A METHOD OF TREATMENT OF COLORECTAL CANCER	US	60/877,495	12/28/2006
USE OF PICOPLATIN TO TREAT COLORECTAL CANCER	US	60/889,191	2/9/2007
USE OF PICOPLATIN TO TREAT COLORECTAL CANCER	US	60/931,589	5/24/2007
USE OF PICOPLATIN TO TREAT COLORECTAL CANCER	US	60/683,852	10/30/2007
USE OF PICOPLATIN TO TREAT	US	12/367,394	2/6/2009

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<u>Patent</u>	<u>Country</u>	<u>Application No. or Registration No. (as applicable)</u>	<u>Application Filing Date or Registration Date (as applicable)</u>
COLORECTAL CANCER			
USE OF PICOPLATIN TO TREAT COLORECTAL CANCER	US	12/464,662	5/12/2009
USE OF PICOPLATIN TO TREAT COLORECTAL CANCER	US	12/465,563	5/13/2009
USE OF PICOPLATIN TO TREAT COLORECTAL CANCER	US	12/508,372	7/23/2009
USE OF PICOPLATIN TO TREAT COLORECTAL CANCER	PCT	PCT/US2010/34593	5/12/2010
USE OF PICOPLATIN TO TREAT COLORECTAL CANCER	US	13/319,852	11/10/2011
ENCAPSULATED PICOPLATIN	US	60/889,201	2/9/2007
ENCAPSULATED PICOPLATIN	US	60/889,675	2/13/2007
ENCAPSULATED PICOPLATIN	US	60/984,156	10/31/2007
ENCAPSULATED PICOPLATIN	US	60/989,020	11/19/2007
ENCAPSULATED PICOPLATIN	PCT	PCT/US2008/00174 6	2/8/2009
ENCAPSULATED PICOPLATIN	US	12/536,311	8/5/2009

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<u>Patent</u>	<u>Country</u>	<u>Application No. or Registration No. (as applicable)</u>	<u>Application Filing Date or Registration Date (as applicable)</u>
ENCAPSULATED PICOPLATIN	AU	2008214199	2/8/2008
ENCAPSULATED PICOPLATIN	BR	PI 0806362-1	2/8/2008
ENCAPSULATED PICOPLATIN	CA	2,677,639	2/8/2008
ENCAPSULATED PICOPLATIN	CN	200880011347.9	2/8/2008
ENCAPSULATED PICOPLATIN	EG	1200/2009	2/8/2008
ENCAPSULATED PICOPLATIN	EP	08725387.8	2/8/2008
ENCAPSULATED PICOPLATIN	HK	10102719.4	2/8/2008
ENCAPSULATED PICOPLATIN	ID	W-00200902208	2/8/2008
ENCAPSULATED PICOPLATIN	IL	200261	2/8/2008
ENCAPSULATED PICOPLATIN	IN	5257/CHENP/2009	2/8/2008
ENCAPSULATED PICOPLATIN	JP	2009-549126	2/8/2008
ENCAPSULATED PICOPLATIN	KR	10-2009-7018781	2/8/2008
ENCAPSULATED PICOPLATIN	MX	MX/s/2009/008487	2/8/2008
ENCAPSULATED PICOPLATIN	PH	1-2009-501520	2/8/2008
ENCAPSULATED PICOPLATIN	RU	2009133447	2/8/2008
ENCAPSULATED	UA	200909261	2/8/2008

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<u>Patent</u>	<u>Country</u>	<u>Application No. or Registration No. (as applicable)</u>	<u>Application Filing Date or Registration Date (as applicable)</u>
PICOPLATIN			
ENCAPSULATED PICOPLATIN	VN	1-2009-01904	2/8/2008
STABILIZED PICOPLATIN ORAL DOSAGE FORM*	US	60/889,171	2/9/2007
STABILIZED PICOPLATIN ORAL DOSAGE FORM*	US	60/889,681	2/13/2007
STABILIZED PICOPLATIN ORAL DOSAGE FORM*	PCT	PCT/US2008/00175 2	2/8/2008
STABILIZED PICOPLATIN ORAL DOSAGE FORM*	US	12/536,335	8/5/2009
STABILIZED PICOPLATIN ORAL DOSAGE FORM*	AU	2008214202	2/8/2008
STABILIZED PICOPLATIN ORAL DOSAGE FORM*	BR	0806418-0	2/8/2008
STABILIZED PICOPLATIN ORAL DOSAGE FORM*	CA	2,677,640	2/8/2008
STABILIZED PICOPLATIN ORAL DOSAGE FORM*	CN	200880011357.2	2/8/2008
STABILIZED PICOPLATIN ORAL DOSAGE FORM*	EG	1201/2009	2/8/2008
STABILIZED PICOPLATIN ORAL	EP	08725393.6	2/8/2008

* co-owned with Genzyme Corporation

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<u>Patent</u>	<u>Country</u>	<u>Application No. or Registration No. (as applicable)</u>	<u>Application Filing Date or Registration Date (as applicable)</u>
DOSAGE FORM*			
STABILIZED PICOPLATIN ORAL DOSAGE FORM*	HK	10106157.4	2/8/2008
STABILIZED PICOPLATIN ORAL DOSAGE FORM*	ID	W-00200902207	2/8/2008
STABILIZED PICOPLATIN ORAL DOSAGE FORM*	IL	200262	2/8/2008
STABILIZED PICOPLATIN ORAL DOSAGE FORM*	IN	5256/CHENP/2009	2/8/2008
STABILIZED PICOPLATIN ORAL DOSAGE FORM*	JP	2009-549128	2/8/2008
STABILIZED PICOPLATIN ORAL DOSAGE FORM*	KR	10-2009-7018780	2/8/208
STABILIZED PICOPLATIN ORAL DOSAGE FORM*	MX	MX/a/2009/008488	2/8/2008
STABILIZED PICOPLATIN ORAL DOSAGE FORM*	PH	1-2009-501521	2/8/2008
STABILIZED PICOPLATIN ORAL DOSAGE FORM*	RU	2009133446	2/8/2008
STABILIZED PICOPLATIN ORAL DOSAGE FORM*	UA	200909262	2/8/2008
STABILIZED PICOPLATIN ORAL DOSAGE FORM AND	VN	1-2009-01903	2/8/2008

*co-owned with Genzyme Corporation

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<u>Patent</u>	<u>Country</u>	<u>Application No. or Registration No. (as applicable)</u>	<u>Application Filing Date or Registration Date (as applicable)</u>
PROCESS FOR PREPARING THE SAME*			
STABILIZED INTRAVENOUS DOSAGE FORM	US	60/949,639	6/27/2007
ORAL FORMULATION FOR PICOPLATIN	US	60/950,033	7/16/2007
ORAL FORMULATION FOR PICOPLATIN	US	61/043,962	4/10/2008
ORAL FORMULATION FOR PICOPLATIN	PCT	PCT/US2008/00866 9	7/16/2008
ORAL FORMULATION FOR PICOPLATIN	US	12/669,274	1/15/2010
ORAL FORMULATION FOR PICOPLATIN	CA	2,693,057	7/16/2008
ORAL FORMULATION FOR PICOPLATIN	CN	200880103323.6	7/16/2008
ORAL FORMULATION FOR PICOPLATIN	EP	08780206.2	7/16/2008
ORAL FORMULATION FOR PICOPLATIN	HK	11101572.1	7/16/2008
ORAL FORMULATION FOR PICOPLATIN	JP	2010-517010	7/16/2008
ORAL FORMULATION FOR PICOPLATIN	TW	097127053	7/16/2008
USE OF PICOPLATIN AND BEVACIZUMAB TO TREAT COLORECTAL CANCER	US	61/027,387	2/8/2008

*co-owned with Genzyme Corporation

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<u>Patent</u>	<u>Country</u>	Application No. or Registration No. (as applicable)	Application Filing Date or Registration Date (as applicable)
USE OF PICOPLATIN AND BEVACIZUMAB TO TREAT COLORECTAL CANCER	PCT	PCT/US2009/00077 0	2/6/2009
USE OF PICOPLATIN AND BEVACIZUMAB TO TREAT COLORECTAL CANCER	US	12/866,702	11/11/2010
USE OF PICOPLATIN AND BEVACIZUMAB TO TREAT COLORECTAL CANCER	AU	2009210654	2/6/2009
USE OF PICOPLATIN AND BEVACIZUMAB TO TREAT COLORECTAL CANCER	CA	2,715,348	2/6/2009
USE OF PICOPLATIN AND BEVACIZUMAB TO TREAT COLORECTAL CANCER	CN	200980109758.6	2/6/2009
USE OF PICOPLATIN AND BEVACIZUMAB TO TREAT COLORECTAL CANCER	EP	09708527.8	2/6/2009
USE OF PICOPLATIN AND BEVACIZUMAB TO TREAT COLORECTAL CANCER	HK	11109428.0	2/6/2009
USE OF PICOPLATIN AND BEVACIZUMAB TO TREAT COLORECTAL CANCER	JP	2010-545883	2/6/2009

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<u>Patent</u>	<u>Country</u>	<u>Application No. or Registration No. (as applicable)</u>	<u>Application Filing Date or Registration Date (as applicable)</u>
USE OF PICOPLATIN AND CETUXIMAB TO TREAT COLORECTAL CANCER	US	61/027,382	2/8/2008
USE OF PICOPLATIN AND CETUXIMAB TO TREAT COLORECTAL CANCER	PCT	PCT/US2009/00077 3	2/6/2009
USE OF PICOPLATIN AND CETUXIMAB TO TREAT COLORECTAL CANCER	US	12/866,706	11/15/2010
USE OF PICOPLATIN AND CETUXIMAB TO TREAT COLORECTAL CANCER	AU	2009210656	2/6/2009
USE OF PICOPLATIN AND CETUXIMAB TO TREAT COLORECTAL CANCER	CA	2,715,353	2/6/2009
USE OF PICOPLATIN AND CETUXIMAB TO TREAT COLORECTAL CANCER	CN	2009801111015.2	2/6/2009
USE OF PICOPLATIN AND CETUXIMAB TO TREAT COLORECTAL CANCER	EP	09708387.7	2/6/2009
USE OF PICOPLATIN AND CETUXIMAB TO TREAT COLORECTAL CANCER	HK	11109425.3	2/6/2009
USE OF PICOPLATIN AND CETUXIMAB TO TREAT COLORECTAL CANCER	JP	2010-545885	2/6/2009
USE OF PICOPLATIN AND BEVACIZUMAB TO TREAT	US	61/027,360	2/8/2008

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<u>Patent</u>	<u>Country</u>	Application No. or Registration No. (as applicable)	Application Filing Date or Registration Date (as applicable)
COLORECTAL CANCER			
PICOPLATIN AND AMRUBICIN TO TREAT LUNG CANCER	PCT	PCT/US2009/00075 0	2/6/2009
PICOPLATIN AND AMRUBICIN TO TREAT LUNG CANCER	US	12/866,710	11/10/2010
PICOPLATIN AND AMRUBICIN TO TREAT LUNG CANCER	AU	2009210734	2/6/2009
PICOPLATIN AND AMRUBICIN TO TREAT LUNG CANCER	CA	2,715,329	2/6/2009
PICOPLATIN AND AMRUBICIN TO TREAT LUNG CANCER	CN	200980110139.9	2/6/2009
PICOPLATIN AND AMRUBICIN TO TREAT LUNG CANCER	EP	09708292.9	2/6/2009
PICOPLATIN AND AMRUBICIN TO TREAT LUNG CANCER	HK	11109534.1	2/6/2009
PICOPLATIN AND AMRUBICIN TO TREAT LUNG CANCER	JP	2010-545878	2/6/2009
COMBINATION CHEMOTHERAPY COMPRISING STABILIZED INTRAVENOUS PICOPLATIN DOSAGE FORM	US	61/027,388	2/8/2008
COMBINATION CHEMOTHERAPY COMPRISING STABILIZED INTRAVENOUS	US	61/055/071	5/21/2008

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<u>Patent</u>	<u>Country</u>	<u>Application No. or Registration No. (as applicable)</u>	<u>Application Filing Date or Registration Date (as applicable)</u>
PICOPLATIN DOSAGE FORM			
STABILIZED PICOPLATIN DOSAGE FORM	PCT	PCT/US2008/08076	6/27/2008
STABILIZED PICOPLATIN DOSAGE FORM	US	12/635,517	12/10/2009
COMBINATION THERAPY FOR OVARIAN CANCER	US	12/635,534	12/10/2009
COMBINATION THERAPY FOR OVARIAN CANCER	US	12/781,599	5/17/2010
COMBINATION THERAPY FOR OVARIAN CANCER	PCT	PCT/US11/036855	5/17/2011
STABILIZED PICOPLATIN DOSAGE FORM	AU	2008295576	6/27/2008
STABILIZED PICOPLATIN DOSAGE FORM	BR	PI0811816-7	6/27/2008
STABILIZED PICOPLATIN DOSAGE FORM	CA	2,691,115	6/27/2008
STABILIZED PICOPLATIN DOSAGE FORM	CN	200880022248.0	6/27/2008
STABILIZED PICOPLATIN DOSAGE FORM	EP	08828991.3	6/27/2008
STABILIZED PICOPLATIN DOSAGE FORM	HK	10108170.3	6/27/2008

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<u>Patent</u>	<u>Country</u>	Application No. or Registration No. (as applicable)	Application Filing Date or Registration Date (as applicable)
STABILIZED PICOPLATIN DOSAGE FORM	ID	W-00201000277	6/27/2008
STABILIZED PICOPLATIN DOSAGE FORM	IL		6/27/2008
STABILIZED PICOPLATIN DOSAGE FORM	IN	7725/CHENP/2009	6/27/2008
STABILIZED PICOPLATIN DOSAGE FORM	JP	2010-514837	6/27/2008
STABILIZED PICOPLATIN DOSAGE FORM	KR	10-2010-7001745	6/27/2008
STABILIZED PICOPLATIN DOSAGE FORM	MX	MX/a/2009/013835	6/27/2008
STABILIZED PICOPLATIN DOSAGE FORM	RU	2010102096	6/27/2008
STABILIZED PICOPLATIN DOSAGE FORM	TW	097124033	6/28/2008
STABILIZED PICOPLATIN DOSAGE FORM	UA	201000817	6/28/2008
PICOPLATIN ORAL DOSAGE FORM HAVING HIGH BIOAVAILABILITY	US	61/169,679	4/15/2009
PICOPLATIN ORAL DOSAGE FORM HAVING HIGH BIOAVAILABILITY	US	61/170,487	4/17/2009
HIGH BIOAVAILABILITY ORAL PICOPLATIN	PCT	PCT/US2010/00735	3/11/2010

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<u>Patent</u>	<u>Country</u>	<u>Application No. or Registration No. (as applicable)</u>	<u>Application Filing Date or Registration Date (as applicable)</u>
ANTI-CANCER THERAPY			
HIGH BIOAVAILABILITY ORAL PICOPLATIN ANTI-CANCER THERAPY	US	13/264,343	10/13/2011
USE OF PICOPLATIN TO TREAT PROSTATE CANCER	US	61/177,567	5/12/2009
USE OF PICOPLATIN TO TREAT PROSTATE CANCER	PCT	PCT/US2010/34591	5/12/2010
USE OF PICOPLATIN TO TREAT PROSTATE CANCER	US	13/319,647	11/9/2011
USE OF PICOPLATING AND DOCETAXEL TO TREAT PROSTATE CANCER	US	61/177,571	5/12/2009
IMPROVED SYNTHESIS OF PICOPLATIN	US	61/186,526	6/12/2009
IMPROVED SYNTHESIS OF PICOPLATIN	PCT	PCT/US2010/38348	6/11/2010
IMPROVED SYNTHESIS OF PICOPLATIN	TW	099119171	6/11/2010
METHOD TO TREAT SMALL CELL LUNG CANCER	US	61/311,169	3/5/2010
METHOD TO TREAT SMALL CELL LUNG CANCER	US	61/345,442	5/17/2010
METHOD TO TREAT SMALL CELL LUNG CANCER	PCT	PCT/US2011/02726 4	3/4/2011

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PATENT
REEL: 034439 FRAME: 0401

<u>Patent</u>	<u>Country</u>	Application No. or Registration No. (as applicable)	Application Filing Date or Registration Date (as applicable)
METHOD TO TREAT SMALL CELL LUNG CANCER	TW	100107612	3/7/2011
COMBINATION THERAPY FOR SMALL CELL LUNG CANCER	US	61/345,451	5/17/2010
COMBINATION THERAPY FOR SMALL CELL LUNG CANCER	US	61/346,777	5/20/2010
COMBINATION THERAPY FOR SMALL CELL LUNG CANCER	PCT	PCT/US2011/02726 8	3/4/2011
COMBINATION THERAPY FOR SMALL CELL LUNG CANCER	TW	100107621	3/7/2011
INHIBITORS OF FOCAL ADHESION KINASE	PCT	PCT/US2008/00320	3/10/2008
INHIBITORS OF FOCAL ADHESION KINASE	US	12/531,010	9/11/2009
INHIBITORS OF FOCAL ADHESION KINASE	CA	2,681,015	3/10/2008
INHIBITORS OF FOCAL ADHESION KINASE	CN	200880015910.X	3/10/2008
INHIBITORS OF FOCAL ADHESION KINASE	EP	08726698.7	3/10/2008
INHIBITORS OF FOCAL ADHESION KINASE	HK	10107956.5	3/10/2008
INHIBITORS OF FOCAL ADHESION KINASE	IN	5948/DELNP/2009	3/10/2008
INHIBITORS OF FOCAL ADHESION KINASE	JP	2009-553600	3/10/2008
INHIBITORS OF FOCAL ADHESION KINASE	TW	97109125	3/14/2008

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<u>Patent</u>	<u>Country</u>	Application No. or Registration No. (as applicable)	Application Filing Date or Registration Date (as applicable)
METHODS OF PROMOTING APOPTOSIS AND INHIBITING METASTASIS	PCT	PCT/US2010/04535	8/12/2010
SYNTHESIS AND USE OF KINASE INHIBITORS	US	61/359,942	6/30/2010
SYNTHESIS AND USE OF KINASE INHIBITORS	PCT	PCT/US2011/04216	6/28/2011
ORAL FORMULATION OF KINASE INHIBITORS	US	61/359,694	6/29/2010
ORAL FORMULATION OF KINASE INHIBITORS	PCT	PCT/US2011/04216	6/28/2011

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EXHIBIT F

Assumed Liabilities; Cure Amounts

Cure Amounts:

- [REDACTED] in relation to the License Agreement dated as of May 5, 2008 by and among [REDACTED] and Poniard Pharmaceuticals, Inc., as such agreement may have been amended from time to time.

EXHIBIT G

Consents Required

- License Agreement dated November 17, 2011 between [REDACTED] and Poniard Pharmaceuticals, Inc., as such agreement may be amended from time to time.
- License Agreement dated as of May 5, 2008 by and among [REDACTED] and Poniard Pharmaceuticals, Inc., as such agreement may have been amended from time to time.
- License Agreement dated as of April 2, 2004 between [REDACTED] and Poniard Pharmaceuticals, Inc., as such agreement may have been amended from time to time.

EXHIBIT H

ASSIGNMENT AND BILL OF SALE AGREEMENT

This Assignment and Bill of Sale Agreement (the "**Agreement**") is made as of [_____, 2013], 2013, by and between Poniard (assignment for the benefit of creditors), LLC, a California limited liability company, in its sole and limited capacity as Assignee for the Benefit of Creditors of Poniard Pharmaceuticals, Inc. (the "**Seller**"), and Encarta, Inc., a Delaware corporation (the "**Buyer**"). The Seller and the Buyer are parties to a certain Asset Purchase Agreement dated as of June 4, 2013, (the "**Asset Purchase Agreement**"). Capitalized terms used without definitions herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

1. **Sale and Assignment of Required Assets.** Pursuant to the Asset Purchase Agreement, the Buyer has on the date hereof purchased the Required Assets from the Seller. In accordance with and subject to the terms and conditions set forth in the Asset Purchase Agreement, for good and valuable consideration, the receipt of which is hereby acknowledged, the Seller does hereby grant, sell, assign, bargain, transfer, convey and deliver unto the Buyer all of its right, title and interest in and to the Required Assets.

2. **Assumption of Assumed Liabilities.** In accordance with and subject to the terms and conditions set forth in the Asset Purchase Agreement, in partial consideration for such transfer of the Required Assets by the Seller to the Buyer, the Buyer hereby undertakes to assume, pay, perform, satisfy and discharge, all of the Assumed Liabilities. The Buyer does not agree to assume or pay any Excluded Liabilities or any other debts, obligations or liabilities of the Seller or Assignor not expressly assumed by the Buyer in the Asset Purchase Agreement.

3. **Cooperation.** The Buyer and the Seller agree to cooperate with each other to execute and deliver such other documents and instruments and to do such further acts and things as may be reasonably requested by the other to evidence, document or carry out the sale of the Required Assets and the assumption of the Assumed Liabilities.

4. **Effect of Agreement.** Nothing in this Agreement shall, or shall be deemed to, modify or otherwise affect any provision of the Asset Purchase Agreement or affect the rights of the parties under the Asset Purchase Agreement. In the event of any conflict between the provisions hereof and the provisions of the Asset Purchase Agreement, the provisions of the Asset Purchase Agreement shall govern and control.

IN WITNESS WHEREOF, the Seller and the Buyer have caused this Assignment and Bill of Sale Agreement to be executed on the date first written above.

SELLER:

Poniard (assignment for the benefit of creditors),
LLC, solely as Assignee for the Benefit
of Creditors of Poniard Pharmaceuticals, Inc.

By: _____

Its: _____

BUYER:

Encarta, Inc.

By: _____

Its: _____

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