

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3600602

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	GENTA INCORPORATED	09/06/2013
RECEIVING PARTY DATA		
Name:	HERON THERAPEUTICS, LLC	
Street Address:	4747 EXECUTIVE DRIVE, SUITE 510	
Internal Address:	C/O TANG CAPITAL PARTNERS, LP	
City:	SAN DIEGO	
State/Country:	CALIFORNIA	
Postal Code:	92121	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	14325960
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>		
Email:	jferrigno@foleyhoag.com	
Correspondent Name:	FOLEY HOAG, LLP	
Address Line 1:	155 SEAPORT BOULEVARD	
Address Line 4:	BOSTON, MASSACHUSETTS 02210-1450	
ATTORNEY DOCKET NUMBER:	GFH-01004	
NAME OF SUBMITTER:	LUCAS WATKINS	
SIGNATURE:	/Lucas Watkins/	
DATE SIGNED:	11/04/2015	
Total Attachments: 12		
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PATENT, TRADEMARK, AND INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT

THIS PATENT, TRADEMARK, AND INTELLECTUAL PROPERTY ASSIGNMENT is effective as of September 30, 2013.

WHEREAS, GENTA INCORPORATED, a Delaware corporation located at c/o Cozen O'Connor, 1201 N. Market Street, Suite 1400, Wilmington, DE 19801, (the "**Assignor**"), is the owner of the patents and patent applications listed on Schedule A hereto (the "**Patents**") and the trademarks and trademark applications listed on Schedule A (the "**Trademarks**") and those Intellectual Property Rights defined in the Agreement (further defined below) including those listed on Schedule A;

WHEREAS, GEORGE MILLER as chapter 7 trustee (the "**Trustee**") for the Assignor has agreed to transfer the Intellectual Property Rights as set forth in the Asset Purchase Agreement dated as of September 30, 2013 (the "**Agreement**"), including Assignor rights in and to the Patents and Trademarks as set forth in the Agreement to HERON THERAPEUTICS, LLC, a Delaware limited liability company located at c/o Tang Capital Partners, LP, 4747 Executive Drive, Suite 510, San Diego, California 92121 or its designee (the "**Assignee**"), and Assignee has agreed to accept such assignment, on the terms and conditions set forth in the Agreement;

WHEREAS, Assignor is presently the debtor in a pending chapter 7 bankruptcy case filed pursuant to Title 11 of the United States Code, 11 U.S.C. § 101, *et seq.* (the "**Bankruptcy Code**") in the United States Bankruptcy Court for the District of Delaware (the "**Bankruptcy Court**"), case number 12-12269 (the "**Bankruptcy Case**").

WHEREAS, the Bankruptcy Court appointed the Trustee as the chapter 7 trustee for the Assignor. Pursuant to sections 541 and 704 of the Bankruptcy Code, upon the commencement of the Bankruptcy Case, all property of the Assignor became assets of the Assignor's chapter 7 estate, under the control of the Trustee.

WHEREAS, pursuant to the Motion Of The Trustee For Entry Of A Bidding Procedures Order (I) Approving the Bidding Procedures, (II) Authorizing the Trustee and Heron Therapeutics, LLC to Enter Into the Stalking Horse Agreement, and (III) Granting Related Relief, dated July 26, 2013 (Docket No. 130), the Trustee sought approval from the Bankruptcy Court to sell substantially all of Assignor's assets to, and enter into the Asset Purchase Agreement (as defined below) with, the Assignee.

WHEREAS, after a hearing on July 26, 2013, the Bankruptcy Court entered an order (Docket No. 133) authorizing the Trustee and the Assignee to enter into the Agreement and take other actions related thereto, subject to receipt of higher and better offers.

WHEREAS, after a hearing on September 26, 2013, the Bankruptcy Court approved the sale to Assignee pursuant to the Agreement.

WHEREAS, the parties wish to herein memorialize said assignment, transfer and sale of

the Patents and Trademarks to Assignee in a form for recording in the United States Patent and Trademark Office and non-US counterparts thereof in non-US jurisdictions which exercise authority over any of the Intellectual Property Rights including the Patents and Trademarks.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, be it known that for good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, and pursuant to the terms and conditions of the Agreement, the Trustee hereby sells, assigns, transfers, and conveys to Assignee, all right, title and interest in and to the Intellectual Property Rights, including the Patents, and any continuations, continuations-in-part, divisions, reissues, reexaminations, extensions, and foreign patents and patent applications thereof, and any rights to file applications claiming the benefit of one or more of the Intellectual Property Rights including the Patents and receive patents that issue from said applications and from said applications and from applications included in the Patents and patent applications and pending inventions of Intellectual Property Rights as yet unprepared or unfiled, together with all claims for past and future damages by reason of infringement of the same, and together with the right to sue for past and future damages;

AND, the Trustee hereby assigns, transfers, conveys and delivers to Assignee and its successors and assigns, all of its right, title and interest throughout the world in, to and under the Trademarks, all goodwill associated therewith or symbolized thereby, all common law rights thereto, all registrations that have been or may be granted thereon, all applications for registration thereof, all records and files relating to said Trademarks and all foreign counterparts thereof, together with the right to sue and recover damages for future or past infringements thereof and to fully and entirely stand in the place of the Trustee in all matters related thereto.

AND, the Trustee hereby assigns the domain names listed in Schedule A (the "**Domain Names**") and agrees to cooperate fully with Assignee to execute the electronic transfer of the Domain Names from the Trustee's account(s) with the applicable domain name registrars to the Assignee's account(s) with the applicable domain name registrars. The Trustee further agrees to duly execute and deliver or cause to be executed and delivered all other instruments of sale, conveyance, transfer and assignment, and notices, releases, acquittances and other documents and perform such further acts as may be necessary to convey, transfer, assign, deliver to, consolidate, vest and record in Assignee, full ownership of the Domain Names and other rights conveyed herewith, and to perfect Assignee's rights in and to the Domain Names, including, without limitation, providing authorization to the applicable domain name registrars and their respective designees;

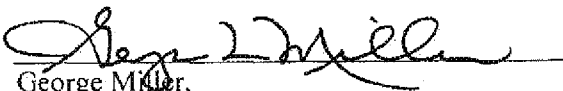
AND, the Trustee hereby requests the Director of the United States Patent and Trademark Office (the "**Director**"), as well as his or her non-US counterparts in the non-US jurisdictions which exercise authority over any of the Intellectual Property Rights including the Patents and Trademarks to record this Patent, Trademark and Intellectual Property Rights Assignment. The Trustee hereby further requests the Director and his or her non-US counterparts to issue any and all patents, trademarks, or other intellectual property resulting from Intellectual Property Rights, inventions, Patents or from applications claiming the benefit of one or more of the Intellectual Property Rights including the Patents and Trademarks to Assignee as assignee of the entire interest therein.

At any time, and from time to time at Assignee's request, the Trustee agrees to execute further documents and instruments and to do such other acts as may be necessary or reasonably

requested by Assignee to more effectively vest full title in and to the Patents and Trademarks in the Assignee, including without limitation the Trademark Assignment attached hereto. This Assignment shall be binding upon and shall inure to the benefit of the respective successors and permitted assigns of the Trustee, the Assignor and Assignee.

(The signatures of the parties are contained on the following page.)

IN WITNESS WHEREOF, the Trustee and Assignee have caused this Patent, Trademark, and Intellectual Property Assignment to be executed by their authorized representatives as of the date first set forth above.

By: 
George Miller,
as chapter 7 trustee of Genta Incorporated

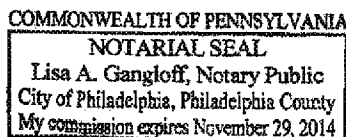
Pennsylvania
STATE OF ~~DELAWARE~~, COUNTY OF Philadelphia

The foregoing instrument was acknowledged before me this 01st day of September, 2013, by George Miller, the chapter 7 Trustee of Genta Incorporated, a Delaware corporation, on behalf of said corporation. He/~~she~~ is personally known to me or produced _____ as identification.


Notary Public

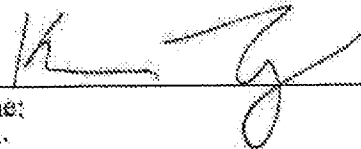
Lisa A. Gangloff
Typed, printed or stamped name of Notary Public

My Commission Expires: 11/29/2014



[SIGNATURE PAGE TO PATENT, TRADEMARK, AND INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT]

HERON THERAPEUTICS, LLC

By: 
Name:
Title:

STATE OF CALIFORNIA, COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2013, by _____, the _____ of Heron Therapeutics, LLC, a Delaware limited liability company, on behalf of said company. He/she is personally known to me or produced _____ as identification.

Notary Public

Typed, printed or stamped name of Notary Public

My Commission Expires:

[SIGNATURE PAGE TO PATENT, TRADEMARK, AND INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT]

ACKNOWLEDGMENT

State of California

County of San Diego

On September 18, 2013 before me, Amanda Barnes, Notary Public
(insert name and title of the officer)

personally appeared Kevin Tang
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 Amanda Barnes (Seal)

PATENT

REEL: 036956 FRAME: 0390

Schedule A

Genta Incorporated
Schedule 2.1(e) Purchased IP

Patents and Trademarks

PATENTS						
FILE NUMBER	STATUS	COUNTRY	TITLE/MARK	APPLICATION NUMBER	DATE FILED	PATENT/REG. NUMBER
GEN0001-00	Issued	US	PHARMACEUTICAL GALLIUM COMPOSITIONS AND METHODS	11/551,422	20-Oct-06	7354952
GEN0001-01CT	Issued	US	PHARMACEUTICAL GALLIUM COMPOSITIONS AND METHODS	12/045,997	11-Mar-08	7456215
GEN0001-02CT	Issued	US	PHARMACEUTICAL GALLIUM COMPOSITIONS AND METHODS	12/046,128	11-Mar-08	7842724
GEN0001-00KR	Pending	KR	PHARMACEUTICAL GALLIUM COMPOSITIONS AND METHODS	KR20087010660	20-Oct-06	
GEN-0001-00BR	Pending	BR	PHARMACEUTICAL GALLIUM COMPOSITIONS AND METHODS	BRPI0618096	20-Oct-06	
GEN-0001-00CA	Pending	CA	PHARMACEUTICAL GALLIUM COMPOSITIONS AND METHODS	CA2626029	20-Oct-06	
GEN-0001-00EA	Pending	EA	PHARMACEUTICAL GALLIUM COMPOSITIONS AND METHODS	EA20080001261	20-Oct-06	
	Pending	CA	PHARMACEUTICAL GALLIUM COMPOSITIONS AND METHODS	CA2722571	29-Apr-09	
	Pending	JP	PHARMACEUTICAL GALLIUM COMPOSITIONS AND METHODS	JP2011519859	29-Apr-09	
	Pending	KR	PHARMACEUTICAL GALLIUM COMPOSITIONS AND METHODS	KR20107025067	29-Apr-09	
	Pending	RU	PHARMACEUTICAL GALLIUM COMPOSITIONS AND METHODS	RU20100144180	29-Apr-09	
GEN0030-00US	Issued	US	Method of Preparing 2'-O-methyl cytidine monomers useful in oligomer synthesis	07/893,374	3-Jun-92	5606049
GEN0035-00NZ	Issued	NZ	Improved Process for the Synthesis of Oligomers	240325	21-Oct-91	240325
GEN0037-00NZ	Issued	NZ	Anti-Sense Nucleoside Sequences 6'-100+- Bases Long as IL-1 Inhibitors	253509	21-May-93	253509
GEN0046-00WO	Pending	PCT	Taxane Compounds, Compositions And Methods	PCT/US11/42299	29-Jun-11	
GEN0046-00AU	Pending	AU	Preparation of Teselexel and Related	AU20110271489	29-Jun-11	

GEN0046-00CA	Pending	CA	Compounds and Corresponding Synthesis Intermediate	CA2804031	29-Jun-11		
GEN0046-00CN	Pending	CN	Preparation of Testaxel and Related Compounds and Corresponding Synthesis Intermediate	CN2011835542	29-Jun-11		
GEN0046-00EA	Pending	EA	Taxane Compounds, Compositions and Methods	EA20120091456	29-Jun-11		
GEN0046-00EP	Pending	EP	Taxane Compounds, Compositions and Methods	EP11730832.0	29-Jun-11		
GEN0046-00MX	Pending	MX	Preparation of Testaxel and Related Compounds and Corresponding Synthesis Intermediate	MX2013000219	29-Jun-11		
GEN0046-00SG	Pending	SG	Preparation of Testaxel and Related Compounds and Corresponding Synthesis Intermediate	SG201120009344	29-Jun-11		
GEN0046-00TW	Pending	TW	Taxane Compounds, Compositions and Methods	TW100123122	30-Jun-11		
GEN0046-00US	Pending	US	Taxane Compounds, Compositions and Methods	13/170,830	28-Jun-11		
GEN0046-01CP	Pending	US	Taxane Compounds, Compositions And Methods	13/455,455	25-Apr-12		
GEN0057-00TW	Pending	TW	Gallium Complexes, Pharmaceutical Compositions And Methods Of Use	TW101110105	23-Mar-12		
GEN0057-00US	Pending	US	Gallium Complexes, Pharmaceutical Compositions And Methods Of Use	13/436,877	22-Mar-12		
GEN0057-00WO	Pending	PCT	Gallium Complexes, Pharmaceutical Compositions And Methods Of Use	PCT/US12/30267	23-Mar-12		

TRADEMARKS

GEN0201CA-01	Registered	CA	GANITE	1,099,912	17-Apr-01	TMA625338	12-Nov-04
GEN0201CA-02	Registered	CA	GANITE	1,199,514	11-Dec-03	TMA669609	10-Aug-06
GEN0201EP-01	Registered	EP	GANITE	2180297	18-Apr-01	2180297	30-Sep-02
GEN0201EP-02	Registered	EP	GANITE	3458403	7-Nov-03	3458403	12-Apr-05
GEN0201MX-01	Registered	MX	GANITE	635995	19-Dec-03	820315	30-Jan-04
GEN0201US-01	Registered	US	GANITE	76240,253	13-Apr-01	2817880	24-Feb-04
GEN0201US-02	Registered	US	GANITE	78179,744	29-Oct-02	2841752	11-May-04
GEN0212AJ-01	Registered	AT	GENTA	2543793	1-JUN-93	149802	29-Oct-93
GEN0212AU-01	Registered	AU	GENTA	715916	28-May-93	715916	8-Aug-97
GEN0212AU-02	Registered	AU	GENTA	826254	6-Mar-00	826254	24-May-01
GEN0212BR-01	Registered	BR	GENTA	817303181	4-Jun-93	817305181	29-Oct-96
GEN0212BX-01	Registered	BX	GENTA	798204	28-May-93	532543	28-May-93
GEN0212CA-01	Registered	CA	GENTA	730,070	1-Jun-93	583752	13-Jun-03
GEN0212CA-02	Registered	CA	GENTA	1,199,163	8-Dec-03	752030	3-Nov-09
GEN0212CH-01	Registered	CH	GENTA	778119937	2-Jun-93	413765	2-Feb-95

GEN0212CH-02	Registered	CH	GENTA	550312003	26-Nov-03	517777	5-Feb-04
GEN0212CN-01	Registered	CN	GENTA	3910921	13-Feb-04	3910921	21-Aug-06
GEN0212EP-01	Registered	EU	GENTA	3458429	7-Nov-03	3458429	30-Mar-05
GEN0212FR-01	Registered	FR	GENTA	93470345	2-Jun-93	93470345	2-Jun-93
GEN0212GB-01	Registered	GB	GENTA	1537157	1-Jun-93	1537157	19-Jun-98
GEN0212HK-01	Registered	HK	GENTA	300208917	4-May-04	300208917	4-May-04
GEN0212IE-01	Registered	IE	GENTA	224793	4-Dec-92	157681	4-Dec-92
GEN0212IL-01	Registered	IL	GENTA	87547	31-May-93	87547	5-Oct-95
GEN0212MX-01	Registered	MX	GENTA	169562	3-Jun-93	575752	11-Mar-98
GEN0212MX-02	Registered	MX	GENTA	635996	19-Dec-03	882901	26-May-05
GEN0212NZ-01	Registered	NZ	GENTA	227304	31-May-93	227304	6-Aug-97
GEN0212NZ-02	Registered	NZ	GENTA	704187	10-Nov-03	704187	10-May-04
GEN0212PT-01	Registered	PT	GENTA	381332	10-May-04	381332W	9-May-05
GEN0212US-01	Registered	US	GENTA	746008,219	5-Dec-89	1623172	20-Nov-90
GEN0212US-02	Registered	US	GENTA	751148,647	12-Aug-96	2179179	4-Aug-98
GEN0212US-03	Registered	US	GENTA	787272,784	10-Jul-03	2990378	30-Aug-05
GEN0213IL-01	Registered	IL	GENTA & Design	136091	22-Mar-00	136091	3-Apr-01
GEN0213IN-01	Pending	IN	GENTA & Design	1374513	28-Jul-05		
GEN0213KR-01	Registered	KR	GENTA & Design	40200545247	28-Sep-05	731111	13-Dec-07
GEN0217US-02	Registered	US	INNOVATION IN CANCER CARE	78733,592	14-Oct-05	3217230	13-Mar-07
GEN0218US-02	Registered	US	KEEP APOPTOSIS ALIVE	77064,618	14-Dec-06	3296686	25-Sep-07
GEN0218US-03	Registered	US	KEEP APOPTOSIS ALIVE	77204,137	12-Jun-07	3483263	12-Aug-08
GEN0220AU-01	Registered	AU	S-SWIRL	1180115	1-Jun-07	1180115	29-Oct-07
GEN0220EP-01	Registered	EU	S-Swirl	5959614	1-Jun-07	5959614	30-Apr-08
GEN0222CA-01	Registered	CA	Swirl Logo	1,024,116	15-Jan-04	TMA087694	14-May-07
GEN0222CH-01	Registered	CH	Swirl Logo	505442004	29-Jan-04	519408	23-Mar-04
GEN0222EP-01	Registered	EU	Swirl Logo	3613726	15-Jan-04	3613726	15-Jan-04
GEN0222JP-01	Registered	JP	Swirl Logo	2004003557	19-Jan-04	4801631	10-Sep-04
GEN0222US-01	Registered	US	Swirl Logo	78/274,235	15-Jul-03	7979018	26-Jul-05

Domain Names

androgenics.biz
 androgenics.com
 antisense.bz
 antisense.cc
 antisense.tv
 antisense.ws
 bcl2.biz
 bcl2.com
 bcl2.net
 bcl2.tv

bcl2.us
gallium.tv
ganite.biz
ganite.bz
ganite.cc
ganite.com
ganite.info
ganite.net
ganite.org
ganite.tv
ganite.us
ganite.ws
genasen.us
genasens.us
genasense.biz
genasense.com
genasense.info
genasense.net
genasense.org
genasense.us
genasense.fr
genasenseandfluidara.com
genasenseandirinotecan.com
gensynergy.biz
gensynergy.bz
gensynergy.cc
gensynergy.com
gensynergy.info
gensynergy.net
gensynergy.org
gensynergy.tv
gensynergy.us
gensynergy.ws

gentia.bz
gentia.cc
gentia.com
gentia.tv
gentia.us
gentia.ws
gentiacare.com
gentacares.com
oblimersen.com
tesetaxel.cn.com
tesetaxel.com.tw
tesetaxel.eu
tesetaxel.eu.com
tesetaxel.info
tesetaxel.net
tesetaxel.org
tesetaxel.org.tw
tesetaxel.tw

Licenses

In-Licenses set forth on Schedule 2.1(d)



Query

Reports

Utilities

Logout

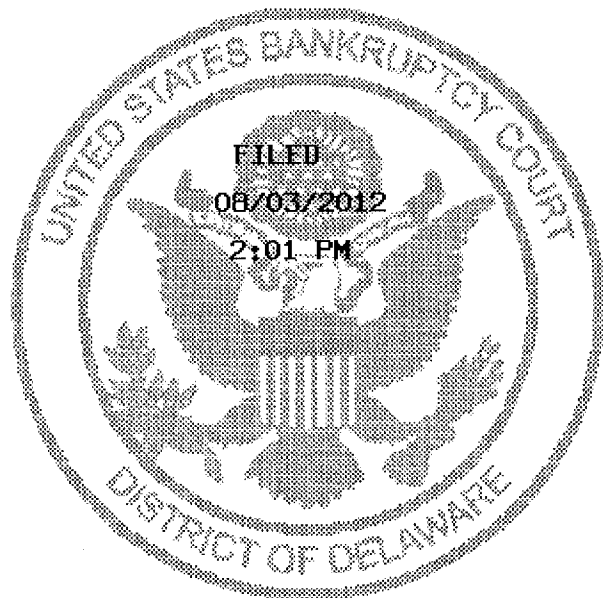
United States Bankruptcy Court
District of Delaware

Notice of Bankruptcy Case Filing

A bankruptcy case concerning the debtor(s) listed below was filed under Chapter 7 of the United States Bankruptcy Code, entered on 08/03/2012 at 2:01 PM and filed on 08/03/2012.

Genta Incorporated

200 Connell Drive
Berkeley Heights, NJ 07922
Tax ID / EIN: 33-0326866
aka **Genta Development Ltd.**



The case was filed by the debtor's attorney: The bankruptcy trustee is:

Donald J. Bowman, Jr.

Young, Conaway, Stargatt & Taylor
1000 North King Street
Wilmington, DE 19801
302-571-6600

George L. Miller

1628 John F. Kennedy Blvd.
Suite 950
Philadelphia, PA 19103-2110
215-561-0950

The case was assigned case number 12-12269-KG to Judge Kevin Gross.

In most instances, the filing of the bankruptcy case automatically stays certain collection and other actions against the debtor and the debtor's property. Under certain circumstances, the stay may be limited to 30 days or not exist at all, although the debtor can request the court to extend or impose a stay. If you attempt to collect a debt or take other action in violation of the Bankruptcy Code, you may be penalized. Consult a lawyer to determine your rights in this case.

If you would like to view the bankruptcy petition and other documents filed by the debtor, they are available at our *Internet* home page www.deb.uscourts.gov or at the Clerk's Office, 824 Market Street, 3rd Floor, Wilmington, DE 19801.

You may be a creditor of the debtor. If so, you will receive an additional notice from the court setting forth important deadlines.

David D. Bird
Clerk, U.S. Bankruptcy
Court