504445213 07/06/2017

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
TAUSEEF AHMED	01/29/2015

RECEIVING PARTY DATA

Name:	TAPESTRY PHARMACEUTICALS, INC.
Street Address:	80 SEVILLE CHASE
City:	ATLANTA
State/Country:	GEORGIA
Postal Code:	30328

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	15483551

CORRESPONDENCE DATA

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

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Correspondent Name: SHARON B. MCCULLEN **Address Line 1:** 1701 MARKET STREET

Address Line 2: 8TH FLOOR

Address Line 4: PHILADELPHIA, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	100244-5003-US04
NAME OF SUBMITTER:	SHARON B. MCCULLEN
SIGNATURE:	/sharon b mccullen/
DATE SIGNED:	07/06/2017

Total Attachments: 6

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PATENT REEL: 042924 FRAME: 0326

ASSIGNMENT

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

Application Serial No.	Title	Filing Date or 371(c) Date	Patent No.
13/950,316	Biologically Active Taxane Analogs And Methods Of Treatment By Oral Administration	07/25/2013	-
13/620,852	Biologically Active Taxane Analogs And Methods Of Treatment By Oral Administration	09/15/2012	8,552,056
12/873,477	Biologically Active Taxane Analogs And Methods Of Treatment By Oral Administration	09/01/2010	8,273,789
PCT/US2008 /055384	Biologically Active Taxane Analogs And Methods Of Treatment By Oral Administration	02/28/2008	<u>14≐</u> -
60/911,607	Biologically Active Taxane Analogs And Methods Of Treatment By Oral Administration	04/13/2007	-
60/908,459	Biologically Active Taxane Analogs And Methods Of Treatment By Oral Administration	03/28/2007	-
12/593,153	Biologically Active Taxane Analogs And Methods Of Treatment By Oral Administration	02/28/2008	-
13/785,753	Taxane Analogs For The Treatment Of Brain Cancer	03/05/2013	
12/859,990	Taxane Analogs For The Treatment Of Brain Cancer	08/20/2010	8,409,574
PCT/US2008 /055367	Taxane Analogs For The Treatment Of Brain Cancer	02/28/2008	-
60/894,169	Taxane Analogs For The Treatment Of Brain	03/09/2007	-

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PATENT REEL: 034**920TEMM**E: 0221 REEL: 042924 FRAME: 0327

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

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

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

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

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

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

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

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

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PATENT

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

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

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

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

(SIGNATURE PAGE FOLLOWS)

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PATENT

REEL: 034**920TERAT**ME: 0223 REEL: 042924 FRAME: 0329

	James D. McChesney
(Date)	NAME OF FIRST INVENTOR
	FIRST INVENTOR'S SIGNATURE
	Gilles Tapolsky
(Date)	NAME of SECOND INVENTOR
5.	
	SECOND INVENTOR'S SIGNATURE
	David L. Emerson
(Date)	NAME OF THIRD INVENTOR
	THE PARTY TO BE STOLE OF THE ST
	THIRD INVENTOR'S SIGNATURE
· · · · · · · · · · · · · · · · · · ·	John Marshall
(Date)	NAME of FOURTH INVENTOR
	FOURTH INVENTOR'S SIGNATURE
	FOORTH INVENTOR'S SIGNATURE
1-01	
1/27/14	
	Tauseef Ahmed
(Date)	NAME OF FIFTH INVENTOR
	T(1) o()
	FIFTH INVENTOR'S SIGNATURE
	THE THE ADMINITOR OF STORAGE OVER

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REEL: 03492A FRATE: 0224

REEL: 042924 FRAME: 0330

Attorney Docket No. 100244-5000

	Allen Cohn
(Date)	NAME of SIXTH INVENTOR
	SIXTH INVENTOR'S SIGNATURE
(Date)	Michael Kurman NAME OF SEVENTH INVENTOR
	SEVENTHINVENTOR'S SIGNATURE
(Date)	<u>Manuel Modiano</u> NAME of EIGTH INVENTOR
	EIGTH INVENTOR'S SIGNATURE
(Date)	James D. McChesney, NAME OF FIRST INVENTOR
	FIRST INVENTOR'S SIGNATURE
(Date)	Gilles Tapolsky NAME of SECOND INVENTOR
	SECOND INVENTOR'S SIGNATURE

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REEL: 03492A TEMME: 0225

REEL: 042924 FRAME: 0331

Attorney Docket No. 100244-5000

Indemnification Obligation:

Whereas, Tauseef Ahmed is a named inventor on a number of patent applications filed by Tapestry Phamaceuticals, Inc. ("Tapestry") and

Whereas, Tauseef Ahmed has assigned rights to such inventions to Tapestry pursuant to the attached assignment agreement, which has been executed by Dr. Ahmed.

Now, therefore, in consideration for executing such assignment agreement, Tapestry agrees to indemnify and hold Dr. Ahmed harmless for any liability, damages, or costs and expenses associated with or resulting from Tapestry's or any third party's exploitation or practice of such inventions, whether relating to claims of infringement, personal injury, or otherwise.

(Date) TAPESTRY PHARMACEUTICALS, INC
Marvin A. Davis, Chief Restructuring Officer

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PATENT REEL: 0349**2A FRAM**E: 0226 REEL: 042924 FRAME: 0332

RECORDED: 02/09/2015 RECORDED: 07/06/2017