504604279 10/20/2017

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4650991

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
JAMEY P. WEICHERT	01/12/2007
ANATOLY PINCHUK	11/19/2015
KEVIN KOZAK	11/18/2015
MARC LONGINO	11/18/2015
JOSEPH GRUDZINSKI	11/18/2015
BENJAMIN TITZ	11/18/2015
CHOROM PAK	11/18/2015
NATHAN STEHLE	11/18/2015

RECEIVING PARTY DATA

Name:	CELLECTAR BIOSCIENCES, INC.
Street Address:	3301 AGRICULTURE DRIVE
City:	MADISON
State/Country:	WISCONSIN
Postal Code:	53716

PROPERTY NUMBERS Total: 4

Property Type	Number
Application Number:	62080436
Application Number:	14934203
Application Number:	14934209
PCT Number:	US2015059382

CORRESPONDENCE DATA

Fax Number: (312)222-0818

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

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

Phone: (312) 222-0800

Email: CHIIPDOCKET@MICHAELBEST.COM

Correspondent Name: LISA V. MUELLER Address Line 1: 444 W. LAKE STREET

Address Line 2: SUITE 3200

Address Line 4: CHICAGO, ILLINOIS 60606

REEL: 043915 FRAME: 0001

PAIENI

ATTORNEY DOCKET NUMBER:	026203-9013-US01
NAME OF SUBMITTER:	LISA V. MUELLER
SIGNATURE:	/Lisa V. Mueller/
DATE SIGNED:	10/20/2017

Total Attachments: 20

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CONFIDENTIALITY, PROPRIETARY INFORMATION AND NONCOMPETITION AGREEMENT

THIS AGREEMENT (the "Agreement") is made and entered into as of January 12, 2007, by and between Cellectar, LLC, a Wisconsin limited liability company (the "Company") and Jamey P. Weichert ("Employee").

WHEREAS, the parties hereto have entered into an Employment Letter effective as of January \\2, 2007; and

WHEREAS, Employee has provided to the Company his services as an employee prior to the date hereof; and

WHEREAS, as a condition of receiving the benefits of the commitments set forth in the Employment Letter, Employee is required to execute this Agreement;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Confidential Information and Trade Secrets.

- 1.1 <u>Introduction</u>. During the term of Employee's employment with the Company, Employee will or may have access to and become acquainted with various Confidential Information and/or Trade Secrets that are owned by the Company or developed by Employee in the course of his employment with the Company. All Confidential Information and Trade Secrets, whether developed by Employee or otherwise coming into his possession, are the Company's exclusive property.
 - 1.2 <u>Definitions</u>. For purposes of this Agreement,
 - (a) "Confidential Information" consists of information developed or otherwise owned by the Company, the accessability or distribution of which the Company has chosen to limit, and which is otherwise treated as confidential by the Company. Confidential Information includes information relating to the Company's products, services, business and finances, including, without limitation, marketing, financial, customer, supplier and competitor information; accounting procedures; methods of doing business; research activities and plans; technology; manufacturing procedures; intellectual property; and any other confidential information relating to the operation of the Company's business. Confidential Information does not include information which (i) is or becomes generally available to the public; (ii) is or becomes available to Employee from a source other than the Company and without violation of any obligation of confidentiality which such

source may have; or (iii) is already in Employee's possession without restriction as to disclosure.

(b) "Trade Secrets" means information owned, licensed, or otherwise controlled by the Company, including, without limitation, formulas, patterns, compilations, programs, devices, methods, techniques and processes, that derives independent economic value, actual or potential, by being (i) known to the Company and not generally known by others; and (ii) not readily ascertainable by proper means by others who can obtain economic value from the disclosure or use thereof; and is subject to the Company's reasonable efforts to maintain its secrecy.

1.3 Restrictions on Use of Confidential Information and Trade Secrets.

- (a) Restrictions on Use of Confidential Information. Employee agrees that he shall not, during the term of his employment with the Company and for a period of two (2) years following the date of termination of such employment for any reason whatsoever, disclose any Confidential Information, directly or indirectly, or take or use any Confidential Information for Employee's own purposes or for the purposes of others, except as required in the ordinary course of such employment. All Confidential Information, whether in the form of files, records, documents, specifications, equipment and similar items relating to the Company's business, whether developed by Employee or otherwise coming into his possession, is the Company's exclusive property and shall not be removed from the Company's premises under any circumstances whatsoever except in the ordinary course of the Company's business.
- (b) Restrictions on Use of Trade Secrets. Employee agrees that he shall not, during the term of his employment with the Company and following the date of termination of such employment for any reason whatsoever, disclose any Trade Secrets, directly or indirectly, or take or use any Trade Secrets for Employee's own purposes or for the purposes of others, except as required in the ordinary course of such employment. All Trade Secrets, whether in the form of files, records, documents, specifications, equipment and similar items relating to the Company's business, whether prepared by Employee or otherwise coming into his possession, are the Company's exclusive property and shall not be removed from the Company's premises under any circumstances whatsoever except in the ordinary course of the Company's business.

2. Ownership of Inventions and Works of Authorship.

2.1 Ownership; Employee's Obligations. If at any time or times (including, without limitation, times prior to the date of this Agreement) during and directly in connection with Employee's employment and performance of services for the Company, Employee (either alone or with others) makes, conceives, discovers, reduces to practice or becomes possessed of any Invention (as defined in Section 2.2 of this Agreement) or Work of Authorship (as defined in

Section 2.3 of this Agreement), whether or not such Invention or Work of Authorship is patentable or registrable under copyright or similar statutes or subject to analogous protection, such Invention or Work of Authorship and the benefits thereof shall immediately become the exclusive property of the Company. Employee shall promptly disclose to the Company each such Invention or Work of Authorship and shall assign and does hereby assign any rights Employee may have or acquire in such Inventions or Works of Authorship and benefits and/or rights resulting therefrom to the Company without compensation and shall communicate to the Company, without cost or delay and without publishing the same, all available information relating thereto with all necessary plans and models.

Upon disclosure of each Invention or Work of Authorship to the Company, Employee shall at the request and cost of the Company, execute all such documents and do all such things as the Company and its duly authorized agents may reasonably require to: (i) apply for, obtain and vest in the name of the Company alone (unless the Company otherwise directs) letters patent, copyrights or other analogous protection in any country throughout the world, and when so obtained or vested, to renew and restore the same; and (ii) defend any opposition proceedings in respect of such applications and any opposition or petitions or applications for revocation of such letters patent, copyrights or other analogous protection. However, nothing in the foregoing sentence shall be construed to require Employee to perform services for the Company which would require Employee to do more than sign and/or perform a cursory review of documentation of the nature referred to in the foregoing sentence, or deliver to the Company information in Employee's possession necessary for the Company to prepare such documentation, unless the Company and Employee have agreed to Employee's performance of and compensation for additional services in connection with the matters set forth in the foregoing sentence.

- 2.2 <u>"Invention" Defined.</u> Invention means any discovery, improvement, idea or creation (whether or not described in writing or reduced to practice, and whether or not patentable) made solely by Employee or by Employee jointly with others, while performing services for the Company or providing work within the scope of Employee's activities as an employee of the Company and relating to any of the Company's products, processes, engineering, research, equipment, applications, or other activities or investigations. All Inventions are part of the body of information defined in Section 1.2 of this Agreement as Confidential Information and/or Trade Secrets.
- 2.3 "Work of Authorship" Defined. Work of Authorship means any literary, graphic, audio or visual work, whether published or unpublished, and whether copyrightable or not, in whatever form and in whatever media, originated solely by Employee or by Employee jointly with others while performing services for the Company or providing work within the scope of Employee's activities as an employee of the Company and relating to any of the Company's products, processes, engineering, research, equipment, applications or other activities or investigations. All Works of Authorship are part of the body of information defined in Section 1.2 of this Agreement as Confidential Information and/or Trade Secrets.

- 2.4 <u>Records of Innovative Activities</u>. Employee shall keep and maintain adequate and current written records of all of Employee's activities relating to the creation or development of Inventions and Works of Authorship, in the form of notes, sketches, drawings, data and reports relating thereto, which records shall be and remain on the Company's premises at all times. Employee shall not share these records either verbally, optically, electronically or physically with anyone outside of the Company, except in the ordinary course of the Company's business.
- 2.5 <u>Prior Approval of Publications and Presentations</u>. Prior to the publication of any Work of Authorship and prior to Employee's making of any public or private presentation of scientific or technical information (whether or not such information is or includes any Confidential Information or Trade Secrets) used in the Company's business, Employee shall obtain the Company's review of the content of the publication or presentation, as the case may be, and obtain the Company's written permission for such publication or presentation, as the case may be.
- 2.6 <u>Employee's Warranties</u>. Employee warrants that he is not now and was not at any prior time under any contract or obligation limiting in any way the activities that he may pursue for the Company or covering the disclosure or disposal of Inventions or Works of Authorship such as would in any way prevent him from carrying out the spirit of this Agreement.

3. Noncompetition.

- (a) During the term of his employment with the Company and for a period of two (2) years thereafter, Employee shall not become engaged, directly or indirectly, as an employee, independent contractor, consultant, officer, holder of a financial interest (either directly or indirectly, but not including ownership of one percent or less of the issued and outstanding equity interests of any publicly held entity) or otherwise, in any commercial activity relating to the development, sales or marketing of injectable oncologic radiodiagnostics or injectable oncologic radiotherapeutics, or other products that were developed or under development by the Company at the time of Employee's employment with the Company, if such activity is in competition with any product developed, under development, sold or marketed by the Company with respect to which either (i) Employee acquired Confidential Information during his employment with the Company, or (ii) Employee was involved in sales or marketing activities on behalf of the Company.
- (b) Employee agrees that he shall not, during the term of his employment with the Company and for a period of two (2) years following the date of termination of such employment for any reason whatsoever, induce, attempt to induce, or assist any other person or entity in inducing or attempting to induce, any of the Company's employees or consultants to terminate their relationship with the Company.

4. Responsibilities upon Termination of Employment.

Upon the termination of Employee's employment with the Company for any reason whatsoever:

- (a) Employee shall promptly deliver to the Company all originals and copies of Confidential Information and Trade Secrets within Employee's possession.
- (b) Employee shall return to the Company all property of the Company, including but not limited to, keys, access devices, computers, telephones and other equipment.
- (c) Employee shall advise the Company of the identity of his new employer within ten (10) days after accepting new employment and shall keep the Company advised of any change in employment during the two (2) year period following the date of any termination of Employee's employment with the Company, if such new employer is in the business of developing, making or providing services or products in the oncological diagnostics or therapies fields.
- (d) The Company in its sole discretion may notify any new employer of Employee, if such new employer is in the business of developing, making or providing services or products in the oncological diagnostics or therapies fields, that Employee has been exposed to Confidential Information and/or Trade Secrets and that he has a continuing obligation to the Company not to disclose any Confidential Information or Trade Secrets as provided in this Agreement.
- (e) The Company in its sole discretion may notify any new employer of Employee, if such new employer is in the business of developing, making or providing services or products in the oncological diagnostics or therapies fields, that Employee is subject to the noncompetition covenants set forth in this Agreement and that he has an obligation to the Company to comply with the terms of such noncompetition covenants. The Company may also provide a copy of this Agreement to any such new employer of Employee.

5. Miscellaneous.

5.1 Representations by Employee. Employee agrees and acknowledges that the provisions of Sections 1, 2, 3 and 4 of this Agreement are necessary and reasonable in order to protect the Company in the conduct of its business. Employee further agrees and acknowledges that nothing contained in this Agreement nor the enforcement of a remedy by way of injunction by the Company of any covenant herein alters or shall alter his ability to obtain a livelihood; and that in the event of the termination of his employment with the Company for any reason whatsoever, his experience and capabilities are such that he can obtain employment without violating any provision of Sections 1, 2, 3 or 4 of this Agreement. Employee further agrees and

acknowledges that the provisions of Sections 1, 2, 3 and 4 of this Agreement are supported by good and valuable consideration.

- 5.2 Remedies. Employee recognizes that irreparable injury may result to the Company in the event of a breach or violation of the provisions of this Agreement by Employee. Employee agrees that injunctive relief is an appropriate remedy in the event of his breach or violation of any provision of this Agreement. Employee further agrees that any application for an injunction shall be without prejudice to any other right of action which may accrue to the Company by reason of the breach or violation by Employee of any provision of this Agreement. In addition, in the event of any litigation involving an alleged breach or violation by Employee of any provision of this Agreement, the party that prevails substantially on the merits of such litigation, as determined by a court of competent jurisdiction, shall be awarded recovery from the other party of any and all expenses, including reasonable attorneys' fees and expenses, incurred by it or him in enforcing or defending the alleged violation of such provisions and seeking relief in connection therewith.
- 5.3 <u>Notices</u>. Any notice required to be given pursuant to this Agreement must be in writing and may be given by registered or certified mail and, if given by registered or certified mail, shall be deemed to have been given and received forty-eight (48) hours after a registered or certified letter containing such notice, properly addressed with postage prepaid, is deposited in the United States mail; and if given other than by registered or certified mail, shall be deemed to have been given when actually delivered to and received by the party to whom addressed. Notices shall be given to the parties hereto at the following addresses:

If to the Company:

Cellectar, LLC 455 Science Drive, Suite 100 Madison, WI 53711 Attn: President

If to Employee:

Jamey P. Weichert 2765 Rosellen Avenue Fitchburg, WI 53711

Any party hereto may, by giving written notice to the other party, designate any other address in substitution of the foregoing address to which notices shall be given.

5.4 <u>Previously Disclosed Confidential Information and Prior Inventions and Works of Authorship</u>. All information disclosed to Employee prior to the date hereof that would have met the definition of Confidential Information as set forth in this Agreement had such information

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been disclosed after the date hereof shall constitute Confidential Information as defined in this Agreement and shall be subject to the terms and provisions of this Agreement. Employee acknowledges that intellectual property falling within the definitions of the terms "Invention" and "Work of Authorship" may include items of intellectual property created prior to the date of this Agreement.

- 5.5 <u>Entire Agreement</u>. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof and contains all of the covenants and agreements between the parties with respect to such subject matter.
- 5.6 <u>Severability</u>. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, then to the extent not prohibited by applicable law, (a) the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way, and (b) in lieu of such provision that is invalid, void or unenforceable there shall be added a provision as similar in terms as may be valid and enforceable.
- 5.7 <u>Governing Law</u>. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin, without giving effect to its conflict of laws provisions.
- 5.8 <u>Binding Effect</u>. This Agreement may not be assigned by Employee without the Company's consent in writing. All covenants and agreements set forth in this Agreement by or on behalf of the Company shall bind its successors and assigns, and all covenants and agreements set forth in this Agreement by or on behalf of Employee shall inure to the benefit of and be enforceable by the Company and its successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

COMPANY:

Cellectar, LLC

By:

William R. Clarke, President and CEO

EMPLOYEE:

Jamey P. Weichert

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A. Dinchester
PINCHUK, Anatoly
Executed this <u>19</u> day of <u>November</u> ,2015.
State of Nisconsin
) ss. County of <u>Dava</u>
On <u>November</u> 2015, <u>Anatoly Pinchuk</u> appeared before me, a Notary Public, in and for the State and County aforesaid, and acknowledged that he/she freely and voluntarily subscribed and executed the foregoing Assignment for the purposes and uses therein expressed.
Notary Public Survey
CHRISTINA S BLAKLEY Notary Public State of Wisconsin

[Signature Page for Assignment of Rights to <u>Cellectar Biosciences</u>, Inc. in the invention of and patent applications directed to <u>Phospholipid Ether Analogs as Cancer-Targeting Drug Vehicles</u>.]

Assignment

In Consideration of One Dollar and other good and valuable considerations, the receipt of which is hereby acknowledged, the entire right, title and interest in the invention or improvements of the undersigned in the subject matter of Phospholipid Ether Analogs as Cancer-Targeting Drug Vehicles and patent applications thereon listed in Schedule A ("the Patent Applications") and in any divisional, continuation and continuation-in-part applications of the Patent Applications and any Letters Patent that may issue thereon including any reissue and extension of said Letters Patent, and in any foreign application claiming priority to the Patent Applications and any Letters Patent that may issue thereon, are hereby assigned by the undersigned to Cellectar Biosciences, Inc. having offices at 3301 Agriculture Drive, Madison, WI 53716 and the successors, legal representatives and assigns of Cellectar Biosciences, Inc. (hereinafter collectively called said Assignee), and the Commissioner for Patents is hereby authorized and requested by the undersigned to issue said Letters Patent to said Assignee.

For said considerations it is hereby agreed by the undersigned, upon the request of said Assignee, to execute any necessary and proper oaths or affidavits relating to the Patent Applications or required for the filing or prosecution of any divisional, continuation or continuation-in-part application of the Patent Applications, and any foreign application claiming priority to the Patent Applications, or for the filing or prosecution of any application for the reissue or extension of any Letters Patent that may be granted on said invention or improvements that said Assignee may deem necessary or expedient. And for the said considerations, it is further agreed by the undersigned, upon the request of said Assignee, in the event of the Patent Applications or any division, continuation or continuation-in-part thereof, or Letters Patent issued thereon, or any reissue or application for the reissue thereof, becoming involved in any Derivation Proceeding, Post Grant Review or Inter Partes Review, to cooperate to the best of the ability of the undersigned with said Assignee in the matters of preparing and executing the preliminary statement and giving and producing evidence in support thereof, and further to perform, upon such request, any and all affirmative acts to obtain said Letters Patent and vest all rights therein hereby conveyed in the said Assignee as fully and entirely as the same would have been held and enjoyed by the undersigned if this assignment and sale had not been made. And for the said considerations the entire right, title and interest in said invention or improvements, including all priority rights, and the right to claim priority rights and the privileges and benefits thereof, including those under the International Convention, and all other Conventions, and the right to file applications for patent in said Assignee's own name for said invention or improvements in each and every country of the world are hereby assigned and granted by the undersigned to said Assignee. It is further agreed by the undersigned, upon the request of said Assignee, to execute any and all documents that shall be required of the undersigned to be executed in connection with any and all applications for foreign Letters Patent therefor, including the prosecution thereof, and to execute any and all documents necessary to invest title in said foreign applications and patents in said Assignee. The undersigned also further agrees, for the said considerations, upon the request of said Assignee, to promptly perform all lawful acts deemed by said Assignee to be necessary or advisable in connection with maintaining, enforcing, or transferring the resulting grants of said Letters Patent in the United States or foreign countries. It is agreed that such lawful acts include, but are not limited to, taking oaths, executing declarations, powers, assignments and other papers and giving testimony.

NOTARY NOTARY KOZAK, Kevin FUBLIC Executed this 18 day of November ,2015.
State of <u>MISCONSIN</u>) ss. County of <u>Rock</u>
On
Notary Public 4/2018

[Signature Page for Assignment of Rights to <u>Cellectar Biosciences, Inc.</u> in the invention of and patent applications directed to <u>Phospholipid Ether Analogs as Cancer-Targeting Drug Vehicles.</u>]

SCHEDULE A

Serial No.	Filing Date	Title
62/080,436	11/17/2014	Phospholipid Ether Analogs as Cancer-Targeting Drug Vehicles
14/934,203	11/6/2015	Phospholipid Ether Analogs as Cancer-Targeting Drug Vehicles
14/934,209	11/6/2015	Phospholipid Ether Analogs as Cancer-Targeting Drug Vehicles
PCT/US2015/059382	11/6/2015	Phospholipid Ether Analogs as Cancer-Targeting Drug Vehicles

LONGINO, Marc

Executed this 18th day of 100 vember ,2015.

State of Wiscoran) ss.
County of Dave)

On November 2015, Marc Longino appeared before me, a Notary Public, in and for the State and County aforesaid, and acknowledged that he/she freely and voluntarily subscribed and executed the foregoing Assignment for the purposes and uses therein expressed.

<u>Chritty SMUY</u> Notary Public

CHRISTINA S BLAKLEY
Notary Public
State of Wisconsin

exp: 12/11/18

[Signature Page for Assignment of Rights to <u>Cellectar Biosciences</u>, <u>Inc.</u> in the invention of and patent applications directed to <u>Phospholipid Ether Analogs as Cancer-Targeting Drug Vehicles</u>.]

	GRUDZINSI	SI, Joseph	<u>isli</u>
Executed this	<u>/8^{nL}</u> day of	November	,2015,
State of <u>Wisconsin</u>) ss. County of <u>Dane</u>)			*
On <u>November 18</u> Notary Public, in and for the State and Co and voluntarily subscribed and executed the herein expressed.	unty aforesaid,	and acknowledged t	hat he/she freely
	<u> </u>	i Smly	

CHRISTINA S BLAKLEY Notary Public State of Wisconsin

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Assignment

In Consideration of One Dollar and other good and valuable considerations, the receipt of which is hereby acknowledged, the entire right, title and interest in the invention or improvements of the undersigned in the subject matter of Phospholipid Ether Analogs as Cancer-Targeting Drug Vehicles and patent applications thereon listed in Schedule A ("the Patent Applications") and in any divisional, continuation and continuation-in-part applications of the Patent Applications and any Letters Patent that may issue thereon including any reissue and extension of said Letters Patent, and in any foreign application claiming priority to the Patent Applications and any Letters Patent that may issue thereon, are hereby assigned by the undersigned to Cellectar Biosciences, Inc. having offices at 3301 Agriculture Drive, Madison, WI 53716 and the successors, legal representatives and assigns of Cellectar Biosciences, Inc. (hereinafter collectively called said Assignee), and the Commissioner for Patents is hereby authorized and requested by the undersigned to issue said Letters Patent to said Assignee.

For said considerations it is hereby agreed by the undersigned, upon the request of said Assignee, to execute any necessary and proper oaths or affidavits relating to the Patent Applications or required for the filing or prosecution of any divisional, continuation or continuation-in-part application of the Patent Applications, and any foreign application claiming priority to the Patent Applications, or for the filing or prosecution of any application for the reissue or extension of any Letters Patent that may be granted on said invention or improvements that said Assignee may deem necessary or expedient. And for the said considerations, it is further agreed by the undersigned, upon the request of said Assignee, in the event of the Patent Applications or any division, continuation or continuation-in-part thereof, or Letters Patent issued thereon, or any reissue or application for the reissue thereof, becoming involved in any Derivation Proceeding, Post Grant Review or Inter Partes Review, to cooperate to the best of the ability of the undersigned with said Assignee in the matters of preparing and executing the preliminary statement and giving and producing evidence in support thereof, and further to perform, upon such request, any and all affirmative acts to obtain said Letters Patent and vest all rights therein hereby conveyed in the said Assignee as fully and entirely as the same would have been held and enjoyed by the undersigned if this assignment and sale had not been made. And for the said considerations the entire right, title and interest in said invention or improvements, including all priority rights, and the right to claim priority rights and the privileges and benefits thereof, including those under the International Convention, and all other Conventions, and the right to file applications for patent in said Assignee's own name for said invention or improvements in each and every country of the world are hereby assigned and granted by the undersigned to said Assignee. It is further agreed by the undersigned, upon the request of said Assignee, to execute any and all documents that shall be required of the undersigned to be executed in connection with any and all applications for foreign Letters Patent therefor, including the prosecution thereof, and to execute any and all documents necessary to invest title in said foreign applications and patents in said Assignee. The undersigned also further agrees, for the said considerations, upon the request of said Assignee, to promptly perform all lawful acts deemed by said Assignee to be necessary or advisable in connection with maintaining, enforcing, or transferring the resulting grants of said Letters Patent in the United States or foreign countries. It is agreed that such lawful acts include, but are not limited to, taking oaths, executing declarations, powers, assignments and other papers and giving testimony.

[Signature Page for Assignment of Rights to <u>Cellectar Biosciences</u>, <u>Inc.</u> in the invention of and patent applications directed to <u>Phospholipid Ether Analogs as Cancer-Targeting Drug Vehicles</u>.]

exp: 12/11/18

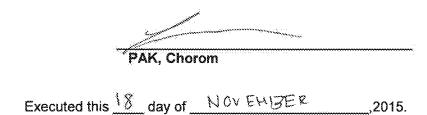
SCHEDULE A

Serial No.	Filing Date	Title
62/080,436	11/17/2014	Phospholipid Ether Analogs as Cancer-Targeting Drug Vehicles
14/934,203	11/6/2015	Phospholipid Ether Analogs as Cancer-Targeting Drug Vehicles
14/934,209	11/6/2015	Phospholipid Ether Analogs as Cancer-Targeting Drug Vehicles
PCT/US2015/059382	11/6/2015	Phospholipid Ether Analogs as Cancer-Targeting Drug Vehicles

Assignment

In Consideration of One Dollar and other good and valuable considerations, the receipt of which is hereby acknowledged, the entire right, title and interest in the invention or improvements of the undersigned in the subject matter of Phospholipid Ether Analogs as Cancer-Targeting Drug Vehicles and patent applications thereon listed in Schedule A ("the Patent Applications") and in any divisional, continuation and continuation-in-part applications of the Patent Applications and any Letters Patent that may issue thereon including any reissue and extension of said Letters Patent, and in any foreign application claiming priority to the Patent Applications and any Letters Patent that may issue thereon, are hereby assigned by the undersigned to Cellectar Biosciences, Inc. having offices at 3301 Agriculture Drive, Madison, WI 53716 and the successors, legal representatives and assigns of Cellectar Biosciences, Inc. (hereinafter collectively called said Assignee), and the Commissioner for Patents is hereby authorized and requested by the undersigned to issue said Letters Patent to said Assignee.

For said considerations it is hereby agreed by the undersigned, upon the request of said Assignee, to execute any necessary and proper oaths or affidavits relating to the Patent Applications or required for the filing or prosecution of any divisional, continuation or continuation-in-part application of the Patent Applications, and any foreign application claiming priority to the Patent Applications, or for the filing or prosecution of any application for the reissue or extension of any Letters Patent that may be granted on said invention or improvements that said Assignee may deem necessary or expedient. And for the said considerations, it is further agreed by the undersigned, upon the request of said Assignee, in the event of the Patent Applications or any division, continuation or continuation-in-part thereof, or Letters Patent issued thereon, or any reissue or application for the reissue thereof, becoming involved in any Derivation Proceeding, Post Grant Review or Inter Partes Review, to cooperate to the best of the ability of the undersigned with said Assignee in the matters of preparing and executing the preliminary statement and giving and producing evidence in support thereof, and further to perform, upon such request, any and all affirmative acts to obtain said Letters Patent and vest all rights therein hereby conveyed in the said Assignee as fully and entirely as the same would have been held and enjoyed by the undersigned if this assignment and sale had not been made. And for the said considerations the entire right, title and interest in said invention or improvements, including all priority rights, and the right to claim priority rights and the privileges and benefits thereof, including those under the International Convention, and all other Conventions, and the right to file applications for patent in said Assignee's own name for said invention or improvements in each and every country of the world are hereby assigned and granted by the undersigned to said Assignee. It is further agreed by the undersigned upon the request of said Assignee, to execute any and all documents that shall be required of the undersigned to be executed in connection with any and all applications for foreign Letters Patent therefor, including the prosecution thereof, and to execute any and all documents necessary to invest title in said foreign applications and patents in said Assignee. The undersigned also further agrees, for the said considerations, upon the request of said Assignee, to promptly perform all lawful acts deemed by said Assignee to be necessary or advisable in connection with maintaining, enforcing, or transferring the resulting grants of said Letters Patent in the United States or foreign countries. It is agreed that such lawful acts include, but are not limited to, taking oaths, executing declarations, powers, assignments and other papers and giving testimony.



State of Wisconsin) ss.

County of David (2015, Chorom Pak appeared before me, a Notary Public, in and for the State and County aforesaid, and acknowledged that he/she freely and voluntarily subscribed and executed the foregoing Assignment for the purposes and uses therein expressed.

Notary Public

CHRISTINA S BLAKLEY Notary Public State of Wisconsin

exp: 12/11/18

[Signature Page for Assignment of Rights to <u>Cellectar Biosciences</u>, <u>Inc.</u> in the invention of and patent applications directed to <u>Phospholipid Ether Analogs as Cancer-Targeting Drug Vehicles</u>.]

SCHEDULE A

Serial No.	Filing Date	Title
14/934,203	11/6/2015	Phospholipid Ether Analogs as Cancer-Targeting Drug Vehicles
14/934,209	11/6/2015	Phospholipid Ether Analogs as Cancer-Targeting Drug Vehicles
PCT/US2015/059382	11/6/2015	Phospholipid Ether Analogs as Cancer-Targeting Drug Vehicles

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State of	Wisconsin)
County of	Dane) ss,

On Notice 18 ,2015, Nathan Stehle appeared before me, a Notary Public, in and for the State and County aforesaid, and acknowledged that he/she freely and voluntarily subscribed and executed the foregoing Assignment for the purposes and uses therein expressed.

<u> Middie SMUU</u> Notary Public

CHRISTINA S BLAKLEY
Notary Public
State of Wisconsin

EXP 12/11/18

[Signature Page for Assignment of Rights to <u>Cellectar Biosciences</u>, <u>Inc.</u> in the invention of and patent applications directed to <u>Phospholipid Ether Analogs as Cancer-Targeting Drug Vehicles</u>.]

PATENT REEL: 043915 FRAME: 0022

RECORDED: 10/20/2017