

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT4617689

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
GEM PHARMACEUTICALS, LLC	08/23/2017
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	TACTICGEM, LLC
<b>Street Address:</b>	5 REVERE DRIVE
<b>Internal Address:</b>	SUITE 200
<b>City:</b>	NORTHBROOK
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60062
<b>PROPERTY NUMBERS Total: 8</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	5942605
Patent Number:	5948896
Patent Number:	7244829
Patent Number:	7772379
Patent Number:	7776832
Patent Number:	8097707
Patent Number:	8158591
Application Number:	15434617
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(312)474-0448
<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>	
<b>Phone:</b>	312-474-6300
<b>Email:</b>	kdola@marshallip.com
<b>Correspondent Name:</b>	MARSHALL, GERSTEIN & BORUN LLP
<b>Address Line 1:</b>	233 S. WACKER DRIVE
<b>Address Line 2:</b>	6300 WILLIS TOWER
<b>Address Line 4:</b>	CHICAGO, ILLINOIS 60606
<b>ATTORNEY DOCKET NUMBER:</b>	32591/G10000
<b>NAME OF SUBMITTER:</b>	KRISTEN A. DOLA

PATENT

<b>SIGNATURE:</b>	/Kristen A. Dola/
<b>DATE SIGNED:</b>	09/28/2017
<b>Total Attachments: 6</b> source=Gem to TacticGem#page1.tif source=Gem to TacticGem#page2.tif source=Gem to TacticGem#page3.tif source=Gem to TacticGem#page4.tif source=Gem to TacticGem#page5.tif source=Gem to TacticGem#page6.tif	

## ASSIGNMENT OF PATENT RIGHTS

This assignment agreement ("Assignment") effective as of August 25, 2017 ("Effective Date"), is entered into by and between Gem Pharmaceuticals, LLC, a limited liability corporation duly organized and existing under the laws of the State of Alabama, with a corporate address of 941 Lake Forest Cir, Birmingham, Alabama 35244, United States of America ("Assignor"), and TacticGem, LLC, a limited liability corporation duly organized and existing under the laws of the State of Delaware, with a corporate address of 5 Revere Dr., Suite 200, Northbrook, Illinois 60062, United States of America ("Assignee").


For \$1.00 (One U.S. Dollar) and other good and valuable consideration, the receipt and sufficiency of which are agreed, Assignor hereby irrevocably sells, assigns and transfers to Assignee and its successors, assigns and legal representatives, Assignor's entire right, title and interest, both legal and equitable, in the patents and patent applications listed in the attached Schedule A, and to the inventions described therein and improvements thereof, including applications claiming priority thereto, all continuations and divisionals of said patents, and patents issuing from any of the foregoing, and reissues, reexaminations, extensions and foreign equivalents thereof including without limitation, the right to claim priority benefit of or to said patent applications and to bring suit and to claim and retain all damages and/or seek other remedies for the past, present and future infringement of any of the foregoing (collectively the "Patent Rights") for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made.


The Assignor represents and warrants that is it the owner of the interest herein assigned, that Assignor has the right to make this Assignment, that the undersigned has the authority to bind Assignor and act on Assignor's behalf, and that there are no outstanding encumbrances, liens, prior assignments, licenses, or other obligations or restrictions on the rights, title and interests herein assigned.

Upon the request of Assignee, the Assignor agrees to execute any and all documents and take actions reasonably requested to effectuate this assignment and Assignee's rights in the Patent Rights, to cooperate to the best of the ability of the undersigned with Assignee in preparing and executing statements and giving and producing evidence in support of the Patent Rights, and to perform any and all acts reasonably requested by Assignee to obtain, enforce and defend the Patent Rights and vest all rights therein to Assignee as fully and entirely as the same would have been held and enjoyed by the undersigned if this Assignment had not been executed.

The parties execute and deliver this Assignment by their respective authorized signatories below.

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\_\_\_\_\_  
Gem Pharmaceuticals, LLC

  
\_\_\_\_\_  
TacticGem LLC

The parties execute and deliver this Assignment by their respective authorized signatories below.

ASSIGNOR: Gem Pharmaceuticals, LLC

Date August 23, 2017

Gerald M. Walsh  
Name: Gerald M. Walsh  
Title: President & COO  
Place: Birmingham, Alabama

E. Reiko Walsh  
Witness Name: E. Reiko Walsh

Date August 23, 2017

Patrick Walsh  
Witness Name: Patrick Walsh

Date August 23, 2017

ASSIGNEE: TacticGem, LLC

Date August 25, 2017

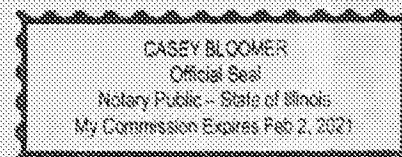
Chandler D. Robinson  
Name: Chandler D. Robinson  
Title: Member of the Manager  
Place: Evanston, IL

Andrew P. Mazar  
Witness Name: Andrew P. Mazar

Date August 25, 2017

Casey Bloomer  
Witness Name: Casey Bloomer

Date August 25, 2017



Gerald M. Walsh  
Gem Pharmaceuticals, LLC

Chandler D. Robinson  
TacticGem LLC

ACCEPTANCE OF ASSIGNMENT

We the undersigned, TacticGem, LLC, do hereby declare that we accept from Gem Pharmaceuticals, LLC, the assignment of the Patent Rights as set forth in the above assignment.

On behalf of Assignee, Chandler D. Robinson  
Name  
Member of the Manager  
Title

hereby confirms Assignee's acceptance.  
Ch D. Robi August 25, 2017  
Signature Date

Herald M. Walsh  
Gem Pharmaceuticals, LLC

Ch D. Robi  
TacticGem LLC

U.S. patents and patent applications:

1. US Patent 5,942,605, filed March 3, 1998, issued August 24, 1999, Zhang et al: covers GPX-150 and related 5-imino-13-deoxy anthracyclines, their uses, and processes for synthesizing them.
2. US Patent 5,948,896, filed August 13, 1997, issued September 7, 1999, Zhang: covers the synthesis of 13-deoxy anthracycline intermediates for synthesizing GPX-150 and related 5-imino-13-deoxy anthracyclines. [Expired]
3. US Patent 7,244,829, filed November 8, 2004, issued July 17, 2007, Walsh et al: covers the composition and synthesis of anthracycline intermediates for synthesizing GPX-150 and related 5-imino-13-deoxy anthracyclines.
4. US Patent 7,772,379, filed July 12, 2007, issued August 10, 2010, Walsh et al: similar to 7,244,829 but with broader claims.
5. US Patent 7,776,832, filed April 21, 2006, issued August 17, 2010, Olson et al: covers the combination of taxanes and 13-deoxyanthracyclines, and their use in treating cancer.
6. US Patent 8,097,707, filed August 5, 2010, issued January 17, 2012, Walsh et al: similar to 7,772,379 but with broader claims.
7. US Patent 8,158,591, filed August 17, 2010, issued April 17, 2012, Olson et al: similar to 7,776,832 but with broader claims.
8. Patent pending 15/434,617, filed February 16, 2017, Olson et al: covers the composition of GPX-160 and the combination of GPX-150 with GPX-160.
9. Potential US Patent Application: morpholino analogues of and prodrugs of GPX-150 (GPX-170)

Foreign patents and patent applications:

Country	Patent #	Based on U.S. Patent No.
Australia	2007240264	7776832
Australia	2015201950	7244829
Australia	2012211397	7244829
Azerbaijan	07000107	7244829
Brazil	PI9908387-6	5942605
Brazil	PI0517810-0	7244829
Brazil	PI0711256-4	7776832
Canada	2649753	7776832
2586135	7244829	
China	200580046100.7	7244829
	200780014343.1	7776832
Columbia	08112386	7776832

Costa Rica	2924	7244829
Costa Rica	10377	7776832
Eurasia	200701270	7244829
Europe	07761129.1	7776832
	99911093.5	5942605
	05816515.0	7244829
France	1809644	7244829 European patent
Germany	602005049582.7	7244829 European patent
Great Britain	1809644	7244829 European patent
India	01760/KOLNP/07	7244829
India	04244/KOLNP/08	7776832
Indonesia	ID0011407	5948896
Indonesia	W00200701441	7244829
Indonesia	W00200803417	7776832
Ireland	1809644	7244829 European patent
Israel	194707	7776832
Italy	502016000094420	7244829 European patent
Japan	5011377	7776832
Japan	5307399	7244829
Japan	2010-143789	5948896
Kazakhstan	071565.1	7244829
Mexico	267935	7244829
Mexico	008652	5942605
Mexico	MX/A/08/013546	7776832
Netherlands	1809644	7244829
New Zealand	572012	7776832
New Zealand	502247	5948896
New Zealand	507300	5942605
Russia	2404188	7244829
Russia	2421224	7776832

South Korea	1514336	7776832
South Korea	1263043	7244829
Spain	05816515.0	7244829 European patent
Sweden	05816515.0	7244829 European patent
Switzerland	1809644	7244829 European patent
Ukraine	90597	7776832
Ukraine	91349	7244829
Vietnam	1-2007-01131	7244829
University		