### 504649199 11/17/2017

### PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4695920

recorde	ive Assignment to correct the ASSIGNEE ADDRESS previously d on Reel 036956 Frame 0383. Assignor(s) hereby confirms the NMENT OF ASSIGNORS INTEREST.

### **CONVEYING PARTY DATA**

Name	Execution Date
GENTA INCORPORATED	09/06/2013

### **RECEIVING PARTY DATA**

Name:	HERON THERAPEUTICS, LLC
Street Address:	4747 EXECUTIVE DRIVE
Internal Address:	SUITE 510
City:	SAN DIEGO
State/Country:	CALIFORNIA
Postal Code:	92121

### **PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	14325960

### **CORRESPONDENCE DATA**

Fax Number:

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.

**Email:** jferrigno@foleyhoag.com

Correspondent Name: FOLEY HOAG LLP

Address Line 1: 155 SEAPORT BOULEVARD

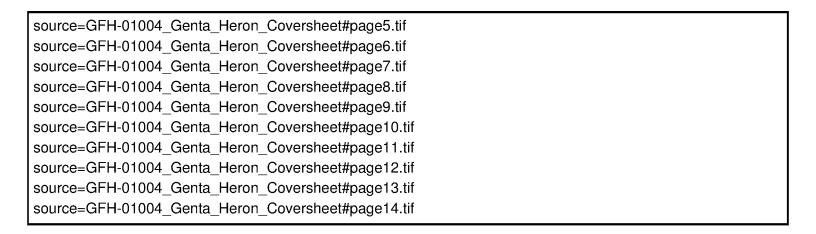
Address Line 4: BOSTON, MASSACHUSETTS 02210

ATTORNEY DOCKET NUMBER:	GFH-01004
NAME OF SUBMITTER:	LUCAS WATKINS
SIGNATURE:	/Lucas Watkins/
DATE SIGNED:	11/17/2017

**Total Attachments: 14** 

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PATENT 504649199 REEL: 044482 FRAME: 0061



PATENT REEL: 044482 FRAME: 0062

### PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

SUBMISSION TYPE:	EW ASSIGNMENT
NATURE OF CONVEYANCE: AS	SSI GNMENT

### **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:

**Email:** jferrigno@foleyhoag.com

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.

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:	11/04/2015

### **Total Attachments: 12**

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### **RECEIPT INFORMATION**

**EPAS I D:** PAT3600602 **Receipt Date:** 11/04/2015

### 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

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PATENT
REEL: 03184 ERAME: 0685

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

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PATENT REEL: 031359 ERAME: 0686

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.)

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PATENT

REEL: 031359 ERAME: 0687

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

STATE OF DELAWARE, COUNTY OF Philadelphia

The foregoing instrument was acknowledged before me this the day of Specific Control of 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

Typed, printed or stamped name of Notary Public

My Commission Expires: 1/

es: 11/29/2014

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL

Lisa A. Gangloff, Notary Public City of Philadelphia, Philadelphia County My commission expires November 29, 2014

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

PATENT

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### HERON THERAPEUTICS, LLC

The	foregoing instrumed		# # T	before me	~~~~~~~~	day of of Heron
	s, LLC, a Delaware lin nown to me or produce	nited lial	bility company,	on behalf of s	aid company.	
Notary Pub	ìc		:			

### ACKNOWLEDGMENT

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who prove subscribe his/ <del>her/th</del> e	appeared <u>KENN</u> ad to me on the basis of the the within instrume  are authorized capacity  or the entity upon ber	of satisfactory evident ant and acknowle ( <del>ies),</del> and that by	dged to me his/ <del>her/the</del> ir	that he/she/# signature(s)	<del>ley e</del> xecuted on the instrur	the same in nent the
	nder PENALTY OF PE	RJURY under the	laws of the	State of Cali	fornia that the	foregoing
WITNESS	s my hand and official :	seal.			AMANDA KAY BU Commission No. 20 OTARY PUBLIC - CA SAN DIEGO COL PRINCESSM EQUIPMINISSM EQUIPMINISSM EQUIPMINISSM	ARNES 114118 p LIFORNIA E
Signature	amonda 60	2020	(Seal)			Control of the Contro

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## Schedule A

Genta Incorporated Schedule 2.1(e) Purchased IP

# Patents and Trademarks

			PATENTS	S			
PILENUMBER	STATES	COUNTRY	UTLEMARK	APPLICATION	DATEFILED	PALENE IN REG. NUMBER	GRANI/REG. BATE
GEN0001-00	penssi	ns	PHARMACEUTICAL GALLIUM COMPOSITIONS AND METHODS	11/551,422	20-Oct-06	7354952	8-Apr-08
GEN0001-01CT	Issued	OS	PHARMACEUTICAL GALLIUM COMPOSITIONS AND METHODS	12/045,997	11-Mar-08	7456215	25-Nov-08
GEN0001-02CT	Issued	US	PHARMACEUTICAL GALLIUM COMPOSITIONS AND METHODS	12/046,128	1.1-Mar-08	7842724	30-Nov-10
GEN0001-00KR	Pending	KR	PHARMACEUTICAL GALLIUM COMPOSITIONS AND METHODS	KR20087010660	20-Oct-06		
GEN-0001-00BR	Pending	BR	PHARMACEUTICAL GALLIUM COMPOSITIONS AND METHODS	BRP10618096	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	Æ	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	ns	Method of Preparing 2 '-O-methyl cytidine moromers useful in oligomer synthesis	07/893,374	3-Jun-92	5606149	25-Feb-97
GEN0035-00NZ	Issued	NZ	Improved Process for the Synthesis of Oligomers	240325	21-Oct-91	240325	£6-0aC-9
GEN0037-00NZ	Issued	NZ	Anti-Sense Nucleoside Sequences 6- 100+ Bases Long as IL-1 Inhibitors	253509	21-May-93	605ES7	13-Jul-00
GEN0046-00WO	Pending	PCT	Taxane Compounds, Compositions And Methods	PCT/US11/42299	29-Jun-11		
GEN0046-00AU	Pending	AU	Preparation of Tesetaxel and Related	AU20110271489	29-Jun-11		

PATENT REEL: 031359ERAME: 0691 **REEL: 044482 FRAME: 0071** 

			Compounds and Corresponding Synthesis Intermediate				
GEN0046-00CA	Pending	CA	Preparation of Tesetaxel and Related Compounds and Corresponding Synthesis Intermediate	CA2804031	29-Jun-1 1		
GEN0046-00CN	Pending	Š	Taxane Compounds, Compositions and Methods	CN2011835542	29 <b>-f</b> un-i l		
GEN0046-00EA	Pending	EA.	Taxane Compounds, Compositions and Methods	EA20120091486	29-Jun-11		
GEN0046-00EP	Pending	ďE	Preparation of Tesetaxel and Related Compounds and Corresponding Synthesis Intermediate	EP11730832.0	29-Jun-11		
GEN0046-00MX	Pending	MX	Preparation of Tesetaxel and Related Compounds and Corresponding Synthesis Intermediate	MX2013000219	29-Jun-11		
GEN0046-00SG	Pending	SG	Preparation of Tesetaxel and Related Compounds and Corresponding Synthesis Intermediate	SG201120009544	29-fun-11		
GEN0046-00TW	Pending	ŢŴ	Taxane Compounds, Compositions and Methods	TW100123122	30-Jun-11		
GEN0046-00US	Pending	sn	Taxane Compounds, Compositions and Methods	13/170,830	28-Jun-11		
GEN0046-01CP	Pending	sn	Taxane Compounds, Compositions And Methods	13/455,455	25-Apr-12		
GEN0057-001W	Pending	ΜL	Gallium Complexes, Pharmaceutical Compositions And Methods Of Use	TW101110105	23-Mar-12		
GEN0057-00US	Pending	sn	Gallium Complexes, Pharmaceutical Compositions And Methods Of Use	13/426,877	22-Mar-12		
GEN0057-00WO	Pending	PCT	Gallium Complexes, Pharmaceutical Compositions And Methods Of Use	PCT/US12/30267	23-Mar-12		
			TRADEMARKS	RKS			
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	HP	GANITE	5458405	7-Nov-03	5458403	30-lan-04
GEN02011/S-01	Registered	SII	GANITE	76/240,253	13-Apr-01	2817880	24-Feb-04
GEN0201US-02	Registered	US	CANITE	78/179,744	29-Oct-02	2841752	11-May-04
GEN0212AT-01	Registered	AT	GENTA	2543/93	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	817305181	4-Jun-93	817305181	29-Oct-96
GEN0212BX-01	Registered	ВХ	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

PATENT REEL: 031βATERAME: 0692 REEL: 044482 FRAME: 0072

	GENTA		550312003	26-Nov-03	517777	5-Feb-04
GENTA	Ą.		3910921	13-Feb-04	3910921	21-Aug-06
GENTA	٠.		3458429	7-Nov-03	3458429	30-Mar-05
GENTA		**************************************	93470345	2-Jun-93	93470345	2-Jun-93
GENTA			1537157	1-Jun-93	1537157	19-Jun-98
GENTA			30020891.7	4-May-04	300208917	4-May-04
GENTA			224793	4-Dec-92	157681	4-Dec-92
GENTA			87547	31-May-93	87547	5-Oct-95
GENTA			169562	3-Jun-93	575752	11-Mar-98
GENTA			635996	19-Dec-03	882901	26-May-05
GENTA			227304	31-May-93	227304	6-Aug-97
GENTA			704187	10-Nov-03	704187	10-May-04
GENTA			381332	10-May-04	381332W	9-May-05
GENTA			74/008,219	5-Dec-89	1623172	20-Nov-90
GENTA			75/148,647	12-Aug-96	2179179	4-Aug-98
GENTA			78/272,784	10-Jul-03	2990378	30-Aug-05
GENTA & Design	ŏ	sign	136091	22-Mar-00	136091	3-Apr-01
GENTA & Design	Ö	esign	1374513	28-Jul-05		
GENTA & Design		<b>Jesig</b> u	40200545247	28-Sep-05	731111	13-Dec-07
INNOVATI		INNOVATION IN CANCER CARE	78/733,592	14-Oct-05	3217230	13-Mar-07
KEEP APC	-	KEEP APOPTOSIS ALIVE	77/064,618	14-Dec-06	3296686	25-Sep-07
KEEP APC	-	KEEP APOPTOSIS ALIVE	77/204,137	12-Jun-07	3483263	12-Aug-08
S-SWIRL			1180115	1-Jun-07	1180115	29-Oct-07
S-Swirl			5959614	1-Jun-07	5959614	30-Apr-08
Swirl Logo			1,024,116	15-Jan-04	TMA687694	14-May-07
Swirl Logo			505442004	29-Jan-04	519408	23-Mar-04
Swirl Logo	1		3613726	15-Jan-04	3613726	15-Jan-04
Swirl Logo	1 ~		2004003557	19-fan-04	4801631	10-Sep-04
Stein Logo	1		78/274 235	15-fn1-03	2979018	26-Jul-05

## Domain Names

androgenics.biz androgenics.com antisense.bz antisense.cc antisense.tv

antisense.ws bcl2.biz bcl2.com bcl2.net

PATENT REEL: 03**1359 ERA**ME: 0693 REEL: 044482 FRAME: 0073

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

bcl2.us

PATENT REEL: 031359 ERAME: 0694 REEL: 044482 FRAME: 0074 37550604\_2

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gentacare.com gentacares.com oblimersen.com tesetaxel.cn.com

genta.com

genta bz

genta.cc

genta.us

genta.ws

genta.tv

tesetaxel.eu.com

tesetaxel.info

tesetaxel.net

enses

### Licenses

In-Licenses set forth on Schedule 2.1(d)

PATENT REEL: 031354ERAME: 0695 REEL: 044482 FRAME: 0075

### 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

**PATENT** 

REEL: 031350 ERAME: 0696 REEL: 044482 FRAME: 0076

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