# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT5223300

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

### **CONVEYING PARTY DATA**

Name	Execution Date
BIONUMERIK PHARMACEUTICALS, INC.	11/05/2018

### **RECEIVING PARTY DATA**

Name:	LANTERN PHARMA INC.
Street Address:	1920 MCKINNEY AVE.
City:	DALLAS
State/Country:	TEXAS
Postal Code:	75201

### **PROPERTY NUMBERS Total: 31**

Property Type	Number
Application Number:	14455855
Patent Number:	9023805
Application Number:	14675607
Patent Number:	9320760
Patent Number:	7282602
Patent Number:	7053240
Patent Number:	7829540
Patent Number:	7829539
Patent Number:	7829117
Patent Number:	7829538
Patent Number:	7829541
Patent Number:	7235589
Patent Number:	6936733
Patent Number:	8710095
Patent Number:	7176192
Patent Number:	6596320
Patent Number:	6468963
Patent Number:	6255355
Patent Number:	6225295
Patent Number:	6525037

PATENT REEL: 047417 FRAME: 0961

505176532

Property Type	Number
Patent Number:	6031006
Patent Number:	6100247
Patent Number:	6143796
Patent Number:	6034126
Patent Number:	6197831
Patent Number:	6172119
Patent Number:	5998479
Patent Number:	6075053
Patent Number:	6177411
Patent Number:	6160167
Patent Number:	6504049

#### **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.

**Phone:** 404-476-2002

Email: nigam.acharya@lewisbrisbois.com
Correspondent Name: NIGAMNARAYAN ACHARYA
Address Line 1: 1180 PEACHTREE STREET NE
Address Line 4: ATLANTA, GEORGIA 30307

NAME OF SUBMITTER:	NIGAMNARAYAN ACHARYA
SIGNATURE:	/Nigamnarayan Acharya/
DATE SIGNED:	11/06/2018

#### **Total Attachments: 9**

source=AssignmentUS#page1.tif source=AssignmentUS#page2.tif source=AssignmentUS#page3.tif source=AssignmentUS#page4.tif source=AssignmentUS#page5.tif source=AssignmentUS#page6.tif source=AssignmentUS#page7.tif source=AssignmentUS#page8.tif source=AssignmentUS#page9.tif

#### **ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS**

This ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS (this "Assignment") is made, as of November 5, 2018 ("Effective Date"), by BioNumerik Pharmaceuticals, Inc. ("Assignor") to Lantern Pharma Inc. ("Assignee").

#### RECITAL

- A. Assignor and Assignee are parties to an Assignment Agreement, effective as of January 5, 2018 (the "Assignment Agreement"), pursuant to which Assignor assigned all right, title and interest of Assignor in and to the intellectual property assets set forth and defined on Exhibit A attached hereto and as described on Exhibit (1) and Exhibit (2) attached to such Assignment Agreement, including any goodwill thereof (collectively, the "Intellectual Property"), in accordance with the terms and conditions of the Assignment Agreement.
- B. This is the assignment of Patent Rights and Trademark Rights referenced in the Assignment Agreement and has been delivered to Assignee pursuant to the terms of and subject to the retention and reservation of rights contained in the Assignment Agreement. Capitalized terms not otherwise defined herein shall have the meanings ascribed in the Assignment Agreement.
- C. In accordance with the Assignment Agreement, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the rights assigned to Assignee pursuant to the Assignment Agreement, including, without limitation, the Patent Rights and Trademark Rights, along with all goodwill pertaining thereto, as set forth on Exhibit A attached hereto and incorporated herein by reference (collectively, "Intellectual Property").

#### ASSIGNMENT

NOW, THEREFORE, Assignor, for and in consideration of the amounts payable to Assignor by Assignee under the Assignment Agreement, and the mutual covenants contained herein and in the Assignment Agreement and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of all of Assignor's worldwide right, title and interest in, to and under:

- (a) the Intellectual Property, including, without limitation, the Patent Rights, Trademark Rights, and trademarks to which the Trademark Rights relate, together with the goodwill associated therewith and which is symbolized thereby, which are transferred, accepted, and assigned on the Effective Date;
- (b) all rights to sue for infringement of any Intellectual Property, whether arising prior to or subsequent to the date of this Assignment, and any and all renewals and extensions of any such Intellectual Property that may hereafter be secured by Assignee under the laws now or hereafter in effect in the United States and in any other jurisdiction, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the Effective Date, as

4847-3322-7386.1

defined in the Assignment Agreement, as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment not been made.

This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Assignment and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Assignment and of signature pages by facsimile transmission or electronic mail using Adobe PDF (Portable Document Format) or other similar format shall constitute effective execution and delivery of this Assignment as to the parties and may be used in lieu of the original Assignment for all purposes. Signatures of the parties transmitted by facsimile or electronic mail using Adobe PDF (Portable Document Format) or other similar format shall be deemed to be their original signatures for all purposes.

The terms of the Assignment Agreement are incorporated herein by this reference. Assignor acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the Assignment Agreement shall not be superseded, enlarged or modified hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Assignment Agreement and the terms hereof, the terms of the Assignment Agreement shall govern.

Assignor DOES HEREBY covenant and agree that, upon request by Assignce, Assignor will communicate to the Assignee, its successors, legal representatives and assigns, any facts known to Assignor respecting the Intellectual Property, and testify in any legal proceeding, sign/execute all lawful papers, provide all requested documents, execute and make all rightful oaths and/or declarations in connection with the Intellectual Property, and generally do everything possible to aid the Assignee, its successors, legal representatives and assigns, to obtain and enforce the Intellectual Property in all countries. These provisions are binding upon Assignor's and Assignee's legal representatives, administrators, and assigns.

Assignor further authorizes and grants an irrevocable limited power of attorney, being coupled to an interest, to Panna Sharma, or his designee, to execute on Assignor's behalf any documents necessary to evidence or perfect the authorship or ownership (including declarations) of the Intellectual Property and assignments granted herein for the United States or any other country without further notice to Assignor, even if after execution of this Agreement.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

2

4847-3322-7386.1

IN WITNESS WHEREOF, Assignor has caused its duly authorized signatory to execute this Assignment and deliver same as of the Effective Date, as defined above.

(seal)

BioNumerik Pharmaceuticals, Inc., Assignor

y: \_\_\_\_\_

David R. Margrave Authorized Signatory

3

### Exhibit A

## **Tavocept Related Patents & Patent Applications:**

Døcket No.:

0265

Title:

Contemporaneous, Multiple Protein-Targeted Therapeutic Modification and/or Modulation of Disease by

Administration of Sulfur-Containing, Amino Acid-Specific Small Molecules

Country	Sub Case	Case Type	Status	Application Number	Filing Date	Patent Number	Issue Date
United States of America		ORD	Pending	14/455,855	08-Aug- 2014		

Docket No.:

0263

Title:

Increasing Cancer Patient Survival Time by Administration of Dithio-Containing Compounds

Country	Sub Case	Case Type	Status	Application Number	Filing Date	Patent Number	Issue Date
United States of America		ORD	Granted	12/807,931	16-Sep- 2010	9,023,805	05-May- 2015
United States of America	A	DIV	Pending	14/675,607	31-Mar- 2015		

Docket No.:

0262

Title:

Treatment Methods and Compositions for Lung Cancer, Adenocarcinoma, and Other Medical

Conditions

Country	Sub Case	Case Type	Status	Application Number	Filing Date	Patent Number	Issue Date
United States of America	A	CIP	Granted	12/218,470	15-Jul-2008	9,320,760	26-Apr- 2016

Docket No.:

0243

Title:

Medicinal Disulfide Salts

Country	Sub Case	Case Type	Status	Application Number	Filing Date	Patent Number	Issue Date
United States of America		PRI	Granted	10/945,809	21-Sep- 2004	7,282,602	16-Oct- 2007

Docket No.:

4847-3322-7386.1

0239

Title:

Process for Synthesizing Disulfides

Country	Sub Case	Case Type	Status	Application Number	Filing Date	Patent Number	lssue Date
United States of America	US	PRI	Granted	11/016,441	17-Dec- 2004	7,053,240	30-May- 2006

4

0236

Title:

Compounds and Methods for Reducing Undesired Toxicity of Chemotherapeutic Agents

Country	Sub Case	Case Type	Status	Application Number	Filing Date	Patent Number	Issue Date
United States of America	Á	ĎIV	Granted	11/985,244	14-Nov- 2007	7,829,540	09-Nov- 2010
United States of America	В	DIV	Granted	11/985,243	14-Nov- 2007	7,829,539	09-Nov- 2010
United States of America	С	DIV	Granted	11/985,241	14-Nov- 2007	7,829,117	09-Nov- 2010
United States of America	D	DIV	Granted	11/985,242	14-Nov- 2007	7,829,538	09-Nov- 2010
United States of America	Е	DIV	Granted	11/985,272	14-Nov- 2007	7,829,541	09-Nov- 2010

Docket No.:

0234

Title:

Method of Treating Patients Undergoing Kidney Dialysis

Country	Sub Case	Case Type	Status	Application Number	Filing Date	Patent Number	Issue Date
United States of America		PRI	Granted	10/945,810	21-Sep- 2004	7,235,589	26-Jun- 2007

Docket No.:

0232

Title:

Method For Preparing Disodium 2,2'-Dithiobis(Ethanesulfonate)

Country	Sub Case	Case Type	Status	Application Number	Filing Date	Patent Number	Issue Date
United States of America		ORD:	Granted	10/333,422	16-Jun- 2003	6,936,733	30-Aug- 2005

Docket No.:

6239

Title:

Drugs for Prophylaxis or Mitigation of Taxane-Induced Neuropathies

Country	Sub Case	Case Type	Status	Application Number	Filing Date	Patent Number	Issue Date
United States of America		PRI	Granted	10/135,975	30-Apr- 2002	8,710,095	29-Apr- 2014

Docket No.:

0211

Title:

Method for Treating Patients for Radiation Exposure

Country	Sub Case	Case Type	Status	Application Number	Filing Date	Patent Number	Issue Date
United States of America		PRI	Granted	10/002,526	26-Oct-2001	7,176,192	13-Feb- 2007

5

0197

Title:

Method for Treating Cancer Having Greater Efficacy and Reduced Adverse Effects

Country	Sub Case	Case Type	Status	Application Number	Filing Date	Patent Number	Issue Date
United States of America		ORD	Granted	10/044,575	11-Jan-2002	6,596,320	22-Jul- 2003
Docket No.: Title:	0177 Methods and	Formulation	ns for Reducir	ng Toxicity Associat	ed with Diabetes T	reatments	
Country	Sub Case	Case Type	Status	Application Number	Filing Date	Patent Number	Issue Date
United States of America		PRI	Granted	09/562,160	01-May- 2000	6,468,963	22-Oct- 2002
Docket No.: Title:	0167 Method of In	hibiting An	glogenesis				
Country	Sub Case	Case Type	Status	Application Number	Filing Date	Patent Number	Issue Date
United States of America		PRI	Granted	09/756,033	06-Jan-2001	6,255,355	03-Jul- 2001
Docket No.: Title:	0162 Method of Ti	reating Acet	aminophen Ov	verdose			
Country	Sub Case	Case Type	Status	Application Number	Filing Date	Patent Number	Issue Date
United States of America		PRI	Granted	09/671,792	27-Sep- 2000	6,225,295	01-May- 2001
Docket No.: Title:	0139 Method of Ti	reating Athe	rosclerosis and	l Complications Res	sulting Therefrom		
Country	Sub Case	Case Type	Status	Application Number	Filing Date	Patent Number	Issue Date
United States of America		PRI	Granted	09/513,540.	25-Feb- 2000	6,525,037	25-Feb- 2003
Docket No.: Title:	0123 Method of Ti	cating Diab	etic Nephropa	thy			
Country	Sub- Case	Case Type	Status	Application Number	Filing Date	Patent Number	Issue Date
United States of America	***************************************	PRI	Granted	09/422,486	21-Oct-1999	6,031,006	29-Feb- 2000
Docket No.: Title:	0122 Method of Tr	eating Diab	etic Neuropati	ny			
Country	Sub Case	Case Type	Status	Application Number	Filing Date	Patent Number	Issue Date
United States of America		PRI	Granted	09/422,485	21-Oct-1999	6,100,247	98-Aug- 2009

6

4847-3322-7386.1

0110

Title:

Method for Reducing Development of Free Radical Induced Malignancies

Country	Sub Case	Case Type	Status	Application Number	Filing Date	Patent Number	Issue Date
United States of America		PRI	Granted	09/389,520	02-Sep- 1999	6,143,796	07-Nov- 2000
Docket No.: Title:	0100 Method for T	reating Glye	col Poisoning				
Country	Sub Case	Case Type	Status	Application Number	Filing Date	Patent Number	Issue Date
United States of America		PRI	Granted	09/317,693	24-May- 1999	6,034,126	07-Mar- 2000
Docket No.: Title:	0091 Method of Ti	reating Septi	c Shock				
Country	Sub Case	Case Type	Status	Application Number	Filing Date	Patent Number	Issue Date
United States of America		PRI	Granted	09/247,247	09-Feb- 1999	6,197,831	06-Mar- 2001
Docket No.: Title:	0090 Method of Ti	reating Acut	e Renal Failur	'e			
Country	Sub Case	Case Type	Status	Application Number	Filing Date	Patent Number	Issue Date
United States of America		PRI	Granted	09/247,229	09-Feb- 1999	6,172,119	09-Jan- 2001
Docket No.: Title:	0089 Method of Ti	reating Adul	t Respiratory	Distress Syndrome			
Country	Sub Case	Case Type	Status	Application Number	Filing Date	Patent Number	Issue Date
United States of America		PRI	Granted	09/246,476	09-Feb- 1999	5,998,479	07-Dec- 1999
Docket No.: Title:	0088 Method of R	educing or F	teversing Neu	ropathy			
Country	Sub Case	Case Type	Status	Application Number	Filing Date	Patent Number	Issue Date
United States of America		PRI	Granted	09/246,471	09-Feb- 1999	6,075,053	13-Jun- 2000

Docket No.:

0077

Title:

Method for Treating Heavy Metal Poisoning

7

Country	Sub Case	Case Type	Status	Application Number	Filing Date	Patent Number	Issue Date
United States of America		PRI	Granted	09/247,115	09-Feb- 1999	6,177,411	23-Jan- 2001

0035

Title:

Mercaptans and Disulfides

Country	Sub Case	Case Type	Status	Application Number	Filing Date	Patent Number	Issue Date
United States of America	A	CIP	Granted	09/145,384	01-Sep- 1998	6,160,167	12-Dec- 2000

Docket No.:

0028

Title:

Process for Synthesizing Pharmaceutically Active Disulfide Salts

Country	Sub Case	Case Type	Status	Application Number	Filing Date	Patent Number	Issue Date
United States of America		PRI	Granted	10/135,756	30-Apr- 2002	6,504,049	07-Jan- 2003

# **Tavocept Related Trademarks:**

Name	Туре	Country	Filing Date	Registration Number	Issue Date
Tavocept	Trademark	U.S.	16-Feb-2010	4,264,896	25-Dec-2012

9

4847-3322-7386,1

**RECORDED: 11/06/2018**