

FORM PTO-1594 (Modified)  
(Rev. 10/02)  
OMB No. 0651-0027 (exp. 6/30/2005)  
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TM05/REV03

RECORDATION FORM COVER SHEET

Docket No.:

TRADEMARKS / SERVICE MARKS ONLY

024725.43860

Tab settings

To the Director of the United States Patent and Trademark Office: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
Orion-yhtyma Oy

Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State Finland  
 Other \_\_\_\_\_

Additional names(s) of conveying party(ies)       Yes  No

2. Name and address of receiving party(ies):

Name: GTx, Inc.

Internal Address: Van Vleet Building, 3rd Floor

Street Address: 3 North Dunlap Avenue

City: Memphis State: TN ZIP: 38163

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State Delaware  
 Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic designation is       Yes  N  
(Designations must be a separate document from  
Additional name(s) & address(es)       Yes  N

3. Nature of conveyance:

Assignment                       Merger  
 Security Agreement               Change of Name  
 Other \_\_\_\_\_

Execution Date: December 13, 2004

4. Application number(s) or registration numbers(s):

A. Trademark / Service Mark Application No.(s)

Additional numbers       Yes  No

B. Trademark / Service Mark Registration No.(s)

1460565

Additional numbers       Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Grady M. Garrison

Internal Address: \_\_\_\_\_

Butler, Snow, O'Mara, Stevens & Cannada PLLC

Street Address: P.O. Box 171443

City: Memphis State: TN ZIP: 38187

6. Total number of applications and registrations involved:..... **1**

7. Total fee (37 CFR 3.41):.....\$ \$40.00

Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:

50-0858

DO NOT USE THIS SPACE

9. Statement and signature.  
*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*

James D. Montgomery                      James D. Montgomery                      February 16, 2005  
Name of Person Signing                      Signature                      Date

Total number of pages including cover sheet, attachments, and **3**

Mail documents to be recorded with required cover sheet information to:  
Mail Stop Recordation Services  
Director of the United States Patent and Trademark Office  
P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK

REEL: 003038 FRAME: 0681

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CH \$40.00 500858 1460565

ASSIGNMENT OF TRADEMARK

WHEREAS, Orion Corporation (previously also referred to as Orion-yhtymä Oy), a Finnish corporation, having an address of Orionintie 1, 02200, Espoo, Finland (hereinafter "Assignor") has adopted and used, and is currently using, in commerce in the United States the mark FARESTON on or in connection with certain pharmaceutical preparations for use in cancer therapy (hereinafter the "Mark");

WHEREAS, Assignor owns all right, title and interest in and to the Mark in the United States;

WHEREAS, the term United States as used herein includes and embraces all territory which is under its jurisdiction and control;

WHEREAS, Assignor owns United States Registration No. 1,460,565 for the Mark;

WHEREAS, GTX, Inc., a Delaware corporation, having an address of 3 North Dunlap, Van Vleet Building, 3<sup>rd</sup> Floor, Memphis, Tennessee 38163 ("Assignee") is desirous of acquiring all right, title and interest of Assignor in and to the Mark in the United States; and

WHEREAS, pursuant to that certain Purchase Agreement dated December 13, 2004, to which Assignor and Assignee are Parties, Assignor has agreed to transfer to Assignee certain assets, including all right, title and interest of Assignor in and to the Mark in the United States.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor does hereby sell, assign, transfer and convey to Assignee all of Assignor's right, title and interest in and to the Mark in the United States, including U.S. Registration No. 1,460,565, together with the goodwill of the business symbolized by the Mark in the United States, the same to be held and enjoyed by Assignee for its own use and enjoyment and for the use and enjoyment of its successors, assigns and other legal representatives, together with the right to recover damages for any past acts of infringement of the Mark occurring in the United States.
2. Assignor and Assignee hereby consent to and request recordation of this Assignment and further authorize and request that all official documents and communications relating to the Mark in the United States issue and deliver to Assignee, its attorneys, agents, successors or assigns.
3. Assignor further agrees that it shall, upon request by Assignee, take such action and execute such further documents or instruments as may be reasonably necessary or desirable to effectuate or record this Assignment.

4. Assignee acknowledges and agrees that all right, title and interest of Assignor in and to the Mark outside the United States are not affected by this Assignment of Trademark, but are specifically reserved to Assignor.

IN WITNESS WHEREOF, Assignee and Assignor have caused this instrument to be executed by their duly-authorized representatives as of the 13<sup>th</sup> day of December, 2004.

GTx, Inc.

By: [Signature]  
Title: Vice President, General Counsel

Orion Corporation (Orion-yhtymä Oy)

pp. [Signature] pp. [Signature]  
Title: Arja Weckman      Kari Kantola  
Director, Patents      Head of Financial Control

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