

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CELATOR PHARMACEUTICALS CORP.		04/28/2005	CORPORATION: NOVA SCOTIA
RECEIVING PARTY DATA			
Name:	CELATOR PHARMACEUTICALS, INC.		
Street Address:	Floor 2, 1 Airport Place		
City:	Princeton		
State/Country:	NEW JERSEY		
Postal Code:	08540		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	78245212	COMBIPLEX	
Registration Number:	2776160	CELATOR	
CORRESPONDENCE DATA			
Fax Number:	(604)677-7728		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	604-677-7727		
Email:	dean_palmer@iproperity.ca		
Correspondent Name:	Dean Palmer		
Address Line 1:	2715 St. George Street		
Address Line 4:	Port Moody, BRITISH COLUMBIA V3H 2H1		
NAME OF SUBMITTER:	Dean Palmer		
Signature:	/Dean Palmer/		
Date:	08/26/2005		

OP \$65.00 78245212

Total Attachments: 3

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CONFIRMATORY TRADEMARK ASSIGNMENT

This CONFIRMATORY TRADEMARK ASSIGNMENT (the "*Agreement*") is made as of April 28, 2005, by and between CELATOR PHARMACEUTICALS CORP., having its registered office located at 2620—1055 West Georgia Street P.O. Box 11168, Vancouver, British Columbia (the "*Assignor*") and CELATOR PHARMACEUTICALS, INC., having its registered office located at Floor 2, 1 Airport Place, Princeton, NJ 08540 (the "*Assignee*" and collectively with the Assignor, the "*Parties*").

WHEREAS the Assignor is the proprietor and registered owner of the trademarks and/or trademark applications set forth on Schedule 1 annexed hereto (the "*Trademarks*"); and

WHEREAS the Assignor wishes to transfer and assign all rights, title and interest in the Trademarks to the Assignee who accepts such transfer, the whole pursuant to that certain Asset Transfer Agreement (the "*Asset Transfer Agreement*") dated as of the date hereof between the Assignor and the Assignee, in accordance with which the Assignor sold, transferred and assigned, and the Assignee purchased and accepted the assets and property of the Assignor described therein, including the Trademarks,

NOW, THEREFORE, in consideration of the premises and the mutual promises herein made, and in consideration of the representations, warranties and covenants herein contained, the Parties agree as follows:

ARTICLE 1
THE ASSIGNMENT

- 1.1 Pursuant to the Asset Transfer Agreement and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby sells, transfers and assigns unto the Assignee all property, rights, benefits, title and interest in and to the Trademarks together with the goodwill therein TO HOLD the same unto the Assignee absolutely.
- 1.2 The Assignor further assigns to the Assignee the right to sue for past infringement and to recover and retain all damages and profits arising therefrom.
- 1.3 The Assignor covenants and agrees not to contest the validity of this sale, assignment and transfer nor the validity of any Trademarks described hereunder.
- 1.4 The Assignor agrees to perform all reasonable and proper additional acts and to execute any additional documents at the request of the Assignee which may be required to transfer all of the Assignor's rights, title and interest in and to the said Trademarks and/or the rights thereto to the Assignee, its successors and assigns.

ARTICLE 2
MISCELLANEOUS

2.1 Applicable Law.

This Agreement shall be governed by, and construed in accordance with, the laws of the Province of British Columbia and the federal laws of Canada applicable herein.

- 2.2 This Agreement and the assignment effected pursuant hereto shall be binding upon the Assignor, its successors and/or assigns, and all others acting by, through, with or under its direction, and all those in privity therewith.

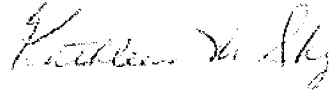
IN WITNESS WHEREOF this Agreement has been executed by the authorized representatives of the Parties as of the date first hereinabove set forth.

CELATOR PHARMACEUTICALS CORP.
By:

Corporate Seal:



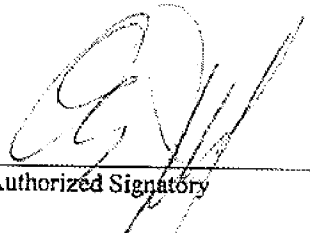
Authorized Signatory



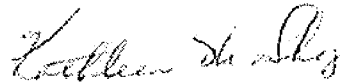
Witnessed by: KATHLEEN M. SULLY
Print Name:

CELATOR PHARMACEUTICALS, INC.
By:

Corporate Seal:



Authorized Signatory



Witnessed by: KATHLEEN M. SULLY
Print Name:

SCHEDULE I
TRADEMARKS

TRADEMARKS

CELATOR (CANADA)
CELATOR (U.S.)
COMBIPLEX (CANADA)
COMBIPLEX (U.S.)

APPLICATION NO.

1070727
76136272
1172182
78245212

REGISTRATION NO.

TMA585252
2776160
NOT YET REGISTERED
NOT YET REGISTERED