

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Xanthus Pharmaceuticals, Inc.		05/11/2009	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Sanofi-Aventis U.S. LLC		
<b>Street Address:</b>	55 Corporate Drive		
<b>City:</b>	Bridgewater		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	08807		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77570872	OFORTA	
<b>Serial Number:</b>	77570878	OFORSLA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)813-5901		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	212-813-5900		
<b>Email:</b>	anicolescu@fzlz.com		
<b>Correspondent Name:</b>	SUSAN UPTON DOUGLASS		
<b>Address Line 1:</b>	FROSS ZELNICK LEHRMAN & ZISSU, P.C.		
<b>Address Line 2:</b>	866 UNITED NATIONS PLAZA		
<b>Address Line 4:</b>	NEW YORK, NEW YORK 10017		
<b>ATTORNEY DOCKET NUMBER:</b>	SAUS 0904272		
<b>NAME OF SUBMITTER:</b>	Susan Upton Douglass		
<b>Signature:</b>	/anca nicolescu/		

CH \$65.00 77570872

Date:

06/24/2009

**Total Attachments: 6**

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**TRADEMARKS AND DOMAIN NAMES ASSIGNMENT**

**THIS ASSIGNMENT IS MADE BY AND BETWEEN:**

Xanthus Pharmaceuticals, Inc., a Delaware corporation having its principal place of business at 300 Technology Square Cambridge MA 02139, United States ("Xanthus")

**AND**

sanofi-aventis U.S. LLC, a Delaware limited company, having its principal place of business at 55 Corporate Drive Bridgewater, New Jersey 08807, United States ("sanofi-aventis")

Both hereinafter referred to as "the Parties"

**WHEREAS** this Trademarks and Domain Names Assignment is made pursuant to a certain Asset Purchase Agreement of even date ("Asset Purchase Agreement") between the Parties

**WHEREAS** Xanthus is the owner of the US trademarks listed in Schedule A

**WHEREAS** the domain names listed in Schedule B are related to the trademarks listed in Schedule A and are registered in the name of Antisoma plc, West Africa House, Hanger Lane, Ealing, London W5 3QR, United Kingdom

**WHEREAS** Antisoma plc is an Affiliate of Xanthus and Antisoma fully authorized Xanthus to assign the ownership of the domain names listed in Schedule B pursuant to the present Trademarks and Domain Names Assignment on its behalf

**NOW THEREFORE THE PARTIES AGREE AS FOLLOW:**

1. Definition

For the purpose of this Trademarks and Domain Names Assignment, "**Affiliate**" shall mean any corporation or other entity which, directly or indirectly, controls, is controlled by, or is under common control with one of the Parties hereto by means of ownership of more than fifty (50) percent of the voting stock or similar interest in such corporation or other entity.

2. Assignment

2.1. For good and valuable consideration, the receipt of which is hereby acknowledged, Xanthus hereby sells, conveys, assigns and transfers to sanofi-aventis, absolutely and not as security, the entire right, title and interest in and to the following:

2.1.a. All the trademarks listed on Schedule A ("Acquired Trademarks") and the trademarks which are the subjects thereof, including the goodwill of the business connected with the use of, and symbolized by, said marks;

2.1.b. All the domain names identified on Schedule B ("Acquired Domain Names");

2.1.c. All claims filed against any Third Party for past, present or future infringement of the Acquired Trademarks and Acquired Domain Names and all right to payment with respect to any cause of action affecting or relating to such Acquired Trademarks or Acquired Domain Names.

2.2. This Trademarks and Domain Names Assignment is made effective as of May 11, 2009 ("Effective Date").

2.3. This Trademarks and Domain Names Assignment shall be subject to the provisions of the Asset Purchase Agreement.

### 3. Further Assurances for Acquired Trademarks

3.1. Xanthus agrees, for itself, its Affiliates, successors and assigns, to execute such further documents and to perform such further lawful acts as may reasonably be requested by sanofi-aventis to effectuate, enforce or record this assignment.

3.2. Xanthus shall not register or seek to register and shall make no use of the Acquired Trademarks, or any trademark that includes any of the Acquired Trademarks or is confusingly similar thereto, or any of sanofi-aventis' or its Affiliates' trademarks, on or in connection with any product or service anywhere in the world.

3.3. Xanthus shall not register any domain name that includes any of the Acquired Trademarks or is confusingly similar thereto

### 4. Further Assurances for Acquired Domain Names

The Parties acknowledge that in order to give effect to the sale, assignment and transfer of registration of the Acquired Domain Names from Xanthus to sanofi-aventis, the Parties must follow certain procedures stipulated by the registrar of each such Acquired Domain Name ("the Domain Transfer Procedures"). The Parties agree to fully cooperate with each other and to promptly take all necessary actions in order to comply with the Domain Transfer Procedures so as to effect the transactions contemplated in this Agreement within two months from the Effective Date, including Xanthus or its Affiliate directing the registrar(s) to release and unlock the Acquired Domain Names and, upon notice from Registrar that such Acquired Domain Names have been unlocked, immediately requesting that the Acquired Domain Names be transferred to sanofi-aventis.

### 5. Miscellaneous

The present Trademarks and Domain Names Assignment is executed by and shall be binding upon the Parties, their Affiliates, successors and assigns.

In Witness whereof, the Parties herein have executed this Assignment as of the Effective Date.

XANTHUS PHARMACEUTICALS, INC.

SANOFI-AVENTIS U.S. LLC

By: *[Signature]*  
*ILEYIA KISSANE*  
Title: COMPANY SECRETARY

By: \_\_\_\_\_  
Title: \_\_\_\_\_

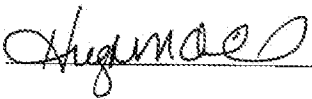
In Witness whereof, the Parties herein have executed this Assignment as of the Effective Date.

XANTHUS PHARMACEUTICALS, INC.

By: \_\_\_\_\_

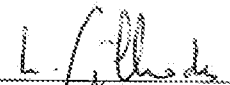
Title: \_\_\_\_\_

SANOFI-AVENTIS U.S. LLC

By: 

Title: VP, MKT ACCESS & BUS DEV

SANOFI-AVENTIS U.S. LLC

By: 

Title: CHIEF FINANCIAL OFFICER

**SCHEDULE A To Trademarks and Domain Names Assignment**

**Acquired Trademarks:**

**Trademarks in United States of America**

OFORTA and OFORSLA either (a) as a stand-alone mark or (b) as the mark which has been used in combination with any other words, stylizations, logos, or designs so as to create a unitary trademark

<b>TRADEMARK</b>	<b>Serial . No.</b>	<b>Filing date</b>	<b>Issuance of the Notice of Allowance</b>	<b>Products</b>
OFORTA	77/570,872	16 <sup>th</sup> September 2008	May 5, 2009	Pharmaceutical products and preparations for use in the treatment of cancer, cancerous conditions, leukemia, lymphoma, and tumors
OFORSLA	77/570,878	16 <sup>th</sup> September 2008	May 5, 2009	Pharmaceutical products and preparations for use in the treatment of cancer, cancerous conditions, leukemia, lymphoma, and tumors

**SCHEDULE B To Trademarks and Domain Names Assignment**

**Acquired Domain Names**

<b>DOMAIN NAME</b>	<b>Registration Date</b>	<b>Expiration Date</b>	<b>Registrant</b>
Oforsla.com	17 Sept. 2008	17 Sept. 2009	Antisoma plc
Oforta.com	17 Sept. 2008	17 Sept. 2009	Antisoma plc

**TRADEMARK**

**REEL: 004010 FRAME: 0830**

**RECORDED: 06/24/2009**