

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
Vion Pharmaceuticals, Inc.		01/24/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Nanotherapeutics, Inc.		
Street Address:	13859 Progress Blvd., Suite 300		
City:	Alachua		
State/Country:	FLORIDA		
Postal Code:	32615		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2232890	TRIAPINE	
Registration Number:	2974323	CLORETAZINE	
Registration Number:	1934030	MELASYN	
Registration Number:	2192509	TAPET	
Registration Number:	2074491	VION	
CORRESPONDENCE DATA			
Fax Number:	(202)371-2540		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202-772-8688		
Email:	tm@skgf.com		
Correspondent Name:	Monica Talley		
Address Line 1:	Sterne, Kessler, Goldstein & Fox PLLC		
Address Line 2:	1100 New York Avenue, NW		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	VION ASSIGN/NANOTHERAPEUT		

OP \$140.00 2232890

NAME OF SUBMITTER:	Monica Riva Talley
Signature:	/Monica Riva Talley/
Date:	02/11/2011
Total Attachments: 5 source=Vion Assignment of Tradmarks FE 110124#page1.tif source=Vion Assignment of Tradmarks FE 110124#page2.tif source=Vion Assignment of Tradmarks FE 110124#page3.tif source=Vion Assignment of Tradmarks FE 110124#page4.tif source=Vion Assignment of Tradmarks FE 110124#page5.tif	

ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks ("Assignment"), as of the 24th day of January, 2011 (the "Effective Date") by and between U.S. BANK NATIONAL ASSOCIATION, in its capacity as trustee for the Vion Liquidating Trust, (the "Liquidating Trust"), U.S. BANK NATIONAL ASSOCIATION, as designated representative for Vion Pharmaceuticals, Inc. pursuant to Section 1123(b)(5) of the Bankruptcy Code, (the "Vion", with the Liquidating Trust, the "Sellers" and each individually a "Seller") and Nanotherapeutics, Inc., a Delaware corporation ("Assignee").

WHEREAS, Vion filed a petition under Title 11 of the United States Code with the United States Bankruptcy Court for the District of Delaware commencing a case under Chapter 11 of the Bankruptcy Code;

WHEREAS, pursuant to Vion's Second Amended Plan of Liquidation and the Order Confirming the Debtor's Second Amended Plan of Liquidation, certain of Vion's assets were transferred to the Liquidating Trust and, with respect to assets that remained with Vion, the Liquidating Trustee was appointed as the representative of Vion's estate, and is otherwise authorized to sell, transfer, or dispose of any of the Debtor's assets not transferred to the Liquidating Trust; and

WHEREAS, Vion is the owner of the trademarks and trademark applications specified in Schedule A attached hereto (collectively, the "Trademarks and Trademark Applications");

WHEREAS, pursuant to a separate Asset Purchase Agreement of even date herewith (the "Sale Agreement"), the Sellers have agreed to assign to the Assignee all of their respective rights in such Trademarks and Trademark Applications and their corresponding logos, all of which are listed on the attached Schedule A, and in and to any renewals and extensions that may be granted thereon (collectively the "Marks"), along with the goodwill developed through the use of the Marks and have the right to do so pursuant to the the Order (i) Approving And Authorizing Sale Of Triapene And Related Assets Free And Clear Of Any And All Liens, Claims, Encumbrances, And Other Interests; (ii) Approving the Assumption and Assignment of the Pason License Agreement; And (iii) Granting Related Relief issued by the United States Bankruptcy Court for the District of Delaware on November 24, 2010 (Case No. 09-14429 (CSS));

WHEREAS, Assignee desires to acquire all of Sellers' respective right, title, and interest in and to the Marks, and in and to any renewals and extensions that may be granted thereon and the goodwill developed through the use of the Marks, and Assignee accepts the assignment and transfer of the foregoing.

WHEREAS, pursuant to the Sale Agreement, the Sellers have agreed to execute and deliver this Assignment;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, each of the Sellers hereby sells, assigns, transfers and sets over to Assignee, its successors or assigns, all of its respective right, title, and interest in and to the

Marks, and in and to any renewals and extensions that may be granted thereon and the goodwill of the business symbolized by the Marks. All of Seller's rights and privileges will be held and enjoyed by Assignee, its successors, assigns and other legal representatives.


EACH OF THE SELLERS HEREBY authorizes and requests the Commissioner of Trademarks and Trademarks of the United States, and any official of any country or countries foreign to the United States, whose duty it is to issue trademarks, trademarks or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to Assignee, its successors, legal representatives and assigns, in accordance with the terms of this Assignment, and hereby grants the attorney of record the power to insert on this Assignment any further identification of the registered trademarks and the pending applications set forth on Schedule A that is necessary under the rules of the United States Trademark and Trademark Office, and the office of any country or countries foreign to the United States, for recordation of this Assignment, and agrees, without further consideration, at Assignee's expense, to execute and deliver such other documents that Assignee, its successors and/or assigns may reasonably request that are necessary under the rules of the United States Trademark and Trademark Office, and the office of any country or countries foreign to the United States, for recordation of this Assignment; provided that Assignee shall be solely responsible for performing all activities in connection with recordation of this Assignment with the United States Trademark and Trademark Office, and the office of any country or countries foreign to the United States..

[Signatures Appear on the Following Page]

IN WITNESS WHEREOF, Sellers have caused this Assignment to be to be executed by its duly authorized representatives effective as of the date first written above.

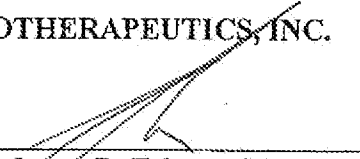
Sellers:

**U.S. BANK NATIONAL ASSOCIATION,
in its capacity as trustee for the Vion
Liquidating Trust**

By 
Patricia Kapsch
Vice President

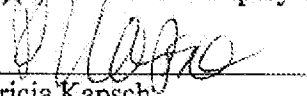
Assignee:

NANOTHERAPEUTICS, INC.

By: 
Name: James D. Talton, Ph.D.
Title: President and CEO

and

**U.S. BANK NATIONAL ASSOCIATION,
as designated representative for Vion
Pharmaceuticals, Inc. pursuant to Section
1123(b)(5) of the Bankruptcy Code**

By 
Patricia Kapsch
Vice President

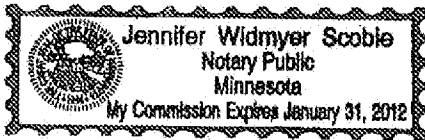
Notary Public
My Commission Expires:

Schedule A

Trademark	Country	Application No.	Registration No.	Registration Date	Renewal Date
TRIAPINE	U.S.	75/304329	2232890	3/16/1999	3/16/2019
CLORETAZINE	U.S.	78/344057	2974323	07/19/2005	07/19/2015
INAUGRA	U.S.	77/237284			
CANZELIC	U.S.	77/237299			
MELASYN	U.S.	74/482943	1934030	11/7/1995	11/7/2015
ONBAZIS	U.S.	77/237308			
ONRIGIN	U.S.	77/237292			
TAPET	U.S.	75/027302	2192509	9/29/1998	9/29/2018
VION	U.S.	75/025987	2074491	06/24/1997	06/24/2017
TRIAPINE	Canada	863385	TMA 642993	06/27/2005	06/27/2020

COUNTY OF Ramsey :
: ss.:
STATE OF Minnesota :

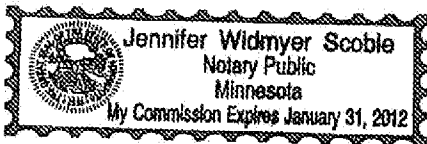
BE IT REMEMBERED, that on this 24th day of January, 2011, before me, the subscriber, a notary public of the State of Minnesota, personally appeared Patricia J. Kapsch, who, I am satisfied, is the person who signed the foregoing Assignment of Trademarks as the Vice President of U.S. Bank National Association, in its capacity as trustee for the Vion Liquidating Trust and she thereupon acknowledged that the said instrument. was signed and delivered by her as such officer.



JW Scoble
Notary Public
My Commission Expires: Jan 31, 2012

COUNTY OF [Ramsey] :
: ss.:
STATE OF [Minnesota] :

BE IT REMEMBERED, that on this 24th day of January, 2011, before me, the subscriber, a notary public of the State of Minnesota, personally appeared Patricia J. Kapsch, who, I am satisfied, is the person who signed the foregoing Assignment of Trademarks as the Vice President of U.S. Bank National Association, as designated representative for Vion Pharmaceuticals, Inc. pursuant to Section 1123(b)(5) of the Bankruptcy Code and she thereupon acknowledged that the said instrument was signed, and delivered by her as such officer.



JW Scoble
Notary Public
My Commission Expires: