

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GTX, Inc.		09/30/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Strakan International S.a r.l.		
Street Address:	13 -15, avenue de la Liberte		
City:	L - 1931 Luxembourg		
State/Country:	LUXEMBOURG		
Entity Type:	COMPANY: LUXEMBOURG		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1460565	FARESTON	
CORRESPONDENCE DATA			
Fax Number:	4155760300		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	4155760200		
Email:	mmchugh@kilpatricktownsend.com		
Correspondent Name:	Margaret C. McHugh		
Address Line 1:	Two Embarcadero Center, 8th Floor		
Address Line 2:	Kilpatrick Townsend & Stockton LLP		
Address Line 4:	San Francisco, CALIFORNIA 94111		
ATTORNEY DOCKET NUMBER:	86941-616676		
DOMESTIC REPRESENTATIVE			
Name:			
Address Line 1:			
Address Line 2:			

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Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Margaret C. McHugh

Signature:

/MCM/

Date:

10/01/2012

Total Attachments: 4

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Trademark Assignment

This Trademark Assignment (this "Assignment"), is entered into as of the 28th day of September, 2012 and is made effective as of September 30, 2012 (the "Effective Date"), by and between GTX, INC, a Delaware corporation ("Assignor"), and STRAKAN INTERNATIONAL, S.À R.L., a Luxembourg company ("Assignee") (each a "Party," and together, the "Parties").

Pursuant to that certain Asset Purchase Agreement, dated as of September 28, 2012 by and between Assignor and Assignee, (the "Purchase Agreement"), Assignor has agreed to sell, assign, transfer, convey and deliver to Assignee as of the Effective Date, the Transferred Trademark Rights as set forth on Schedule A, in consideration for the payment by Assignee of the Purchase Price to be paid on or before the Payment Date (all capitalized terms used but not defined herein shall have the meanings given such terms in the Purchase Agreement).

As a condition to Closing, the Parties agreed to enter into this Assignment pursuant to which Assignor shall assign to Assignee all of its respective right, title and interest in and to the Transferred Trademark Rights.

NOW THEREFORE, in consideration of the payment of the Purchase Price to be paid by Assignee on or before the Payment Date, the sufficiency of which is hereby acknowledged by Assignor, the Parties agree as follows:

1.1 Assignment. Assignor hereby sells, assigns, conveys and transfers to Assignee, its successors and assigns, all of Assignor's respective right, title and interest in and to the Transferred Trademark Rights. Notwithstanding anything to the contrary contained in this Assignment, in the event of any conflict between the terms of this Assignment and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall control.

1.2 Due Authorization. Assignor hereby authorizes and requests the Commissioner of Trademarks of the United States and any official of any state or foreign country whose duty it is to issue intellectual property registrations, to issue all registrations from any applications for registration included in the Transferred Trademark Rights to Assignee.

1.3 Further Assurances; Recordation. Assignor covenants and agrees that it will, upon the reasonable request of Assignee, execute and deliver, or cause to be executed or delivered, such further documents prepared by Assignee at Assignee's expense and take such further actions that may be necessary or desirable to assist Assignee in perfecting the assignment, conveyance and transfer of the Transferred Trademark Rights hereunder.

1.4 Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware applicable to agreements made and to be performed entirely within such State, without regard to the conflicts of law principles of such State.

1.5 Counterparts. This Assignment may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the date first written above.

GTx, INC.

STRAKAN INTERNATIONAL S.À R.L.

By: Max Hansover

By: _____

Name: Max Hansover
Title: COO, President

Name:
Title:

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the date first written above.

GTx, INC.

STRAKAN INTERNATIONAL S.A.R.L.

By: _____

By: Adam McLean

Name:
Title:

Name: Adam McLean
Title: President

SCHEDULE A

Trademark
FARESTON

U.S. Reg. No.
1460565