

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM365235

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Galena Biopharma, Inc.		11/19/2015	Public Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Sentynl Therapeutics, Inc.		
Street Address:	265 Santa Helena, Suite 208		
City:	Solana Beach		
State/Country:	CALIFORNIA		
Postal Code:	92075		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3563010	ABSTRAL	
CORRESPONDENCE DATA			
Fax Number:	8585094010		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	858-509-4071		
Email:	sdipdocket@pillsburylaw.com		
Correspondent Name:	Michelle L. Mehok		
Address Line 1:	12255 El Camino Real, Suite 300		
Address Line 4:	San Diego, CALIFORNIA 92130		
ATTORNEY DOCKET NUMBER:	074540-0000007		
NAME OF SUBMITTER:	Michelle L. Mehok		
SIGNATURE:	/michelle mehok/		
DATE SIGNED:	12/09/2015		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this “Trademark Assignment Agreement”) dated as of November 19, 2015, is made by and between **Galena Biopharma, Inc.**, a public company organized and existing under the laws of state of Delaware (“Assignor”), and **Sentynl Therapeutics, Inc.**, a Delaware corporation (“Assignee”). Capitalized terms used but not otherwise defined in this Trademark Assignment Agreement shall have the meanings set forth in that certain Asset Purchase Agreement, of even date herewith, by and among Assignor and Assignee (as may be amended, supplemented or otherwise modified from time to time, the “Purchase Agreement”).

WITNESSETH:

WHEREAS, Assignor owns the Transferred Trademarks (as defined below);

WHEREAS, pursuant to the Purchase Agreement (the terms of which, including all Schedules and Exhibits thereto, being incorporated herein by this reference), Assignor has agreed to assign to Assignee all of Assignor’s right, title and interest in and to the Transferred Trademarks;

WHEREAS, pursuant to the Purchase Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, the Transferred Trademarks.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and subject to the terms and conditions of the Purchase Agreement, Assignor and Assignee hereby agree as follows:

1. Assignor hereby sells, transfers, conveys, assigns and delivers to Assignee any and all rights, title and interests Assignor holds in and to the trademark registrations, trademark applications, service mark registrations, service mark applications and domain name registrations of Assignor set forth on Exhibit A, together with all extensions and renewals thereof (the “Transferred Trademarks”), and any and all goodwill connected with and symbolized by, in, to and under the Transferred Trademarks, together with all rights to collect royalties, profits and proceeds in connection with any of the foregoing and all rights to sue for past, present or future infringement, misappropriation or other violation of the foregoing, and all rights to recover damages or lost profits in connection therewith.
2. Assignor hereby authorizes and requests the U.S. Patent and Trademark Office officials in the United States of America to record this Trademark Assignment Agreement and to issue trademarks based upon pending applications included in the Transferred Trademarks to Assignee of Assignor’s entire right, title and interest in and to the same.

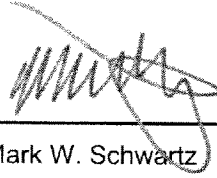
3. This Trademark Assignment Agreement may be executed in counterparts (including by means of telecopied signature pages), each of which shall be deemed an original, but all such counterparts taken together shall constitute one and the same instrument.
4. This Trademark Assignment Agreement is being executed and delivered pursuant and subject to the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms of this Trademark Assignment Agreement, the terms of the Purchase Agreement shall govern.
5. This Trademark Assignment Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
6. This Trademark Assignment Agreement (and all disputes arising out of it including non-contractual disputes) shall be governed by and interpreted in accordance with the state law of Delaware, without regard to the choice of law provisions thereof.
7. If any term or other provision of this Trademark Assignment Agreement shall be held invalid or unenforceable, the remainder of this Trademark Assignment Agreement shall not be affected.
8. This Trademark Assignment Agreement may not be amended or altered except by a written instrument executed by Assignor and Assignee.

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IN WITNESS WHEREOF, the Assignor and Assignee hereto have caused this Trademark Assignment Agreement to be duly executed as of the day and year first above written.

ASSIGNOR:

GALENA BIOPHARMA, INC.



Name: Mark W. Schwartz
Title: President & CEO

ASSIGNEE:

SENTYNL THERAPEUTICS, INC:

Name:
Title:

[Signature Page to Trademark Assignment Agreement]

TRADEMARK
REEL: 005685 FRAME: 0589

IN WITNESS WHEREOF, the Assignor and Assignee hereto have caused this Trademark Assignment Agreement to be duly executed as of the day and year first above written.

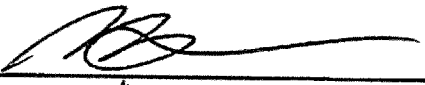
ASSIGNOR:

GALENA BIOPHARMA, INC.

Name:
Title:

ASSIGNEE:

SENTYNL THERAPEUTICS, INC:



Name: MATTHEW HECK
Title: CEO

[Signature Page to Trademark Assignment Agreement]

TRADEMARK
REEL: 005685 FRAME: 0590

EXHIBIT A

Transferred Trademarks

US Trademark Reg No 3,563,010 (“ABSTRAL”)