

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

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:
In re: : Chapter 11
:
VION PHARMACEUTICALS, INC.,¹ : Case No. 09-14429 (CSS)
:
Debtor. : **Proposed Objection Deadline: February 24, 2010 at 4:00 p.m.**
: **(EST)**
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NOTICE OF MOTION

PLEASE TAKE NOTICE that, the above-captioned debtor and debtor in possession (the “Debtor”) has today filed the attached **Motion of Debtor and Debtor in Possession Pursuant to Sections 105 and 363 of the Bankruptcy Code for an Order: (I) Authorizing Sale of Equipment Free and Clear of all Liens, Claims, and Encumbrances, (II) Approving the Form and Manner of Notice of Sale, and (III) Waiving the Requirements of Bankruptcy Rule 6004(h)** (the “Sale Motion”) with the United States Bankruptcy Court for the District of Delaware, 824 Market Street, 3rd Floor, Wilmington, Delaware 19801 (the “Bankruptcy Court”).

PLEASE TAKE FURTHER NOTICE that, contemporaneously with the filing of the Sale Motion, the Debtor also filed the **Motion to Shorten Notice Period and Approve the Form and Manner of Notice** (the “Motion to Shorten”), pursuant to which the Debtor has requested approval of a shortened notice period and objection deadline relating to the Motion.

PLEASE TAKE FURTHER NOTICE that, if the Bankruptcy Court grants the relief requested in the Motion to Shorten (i) a hearing to consider the Motion will be held before The Honorable Christopher S. Sontchi at the Bankruptcy Court, 824 North Market Street, 5th

¹ The Debtor in this case, along with the last four digits of the federal tax identification number for the Debtor, is Vion Pharmaceuticals, Inc. (1221). The Debtor’s corporate offices are located at 4 Science Park, New Haven, Connecticut 06511.

Floor, Courtroom 6, Wilmington, Delaware 19801 on **March 1, 2010 at 12:00 p.m. (Eastern Standard Time)** and (ii) objections to the relief requested in the Motion, if any, be in writing and filed on or before **February 24, 2010 at 4:00 p.m. (Eastern Standard Time)**.

PLEASE TAKE FURTHER NOTICE that, if the Bankruptcy Court denies the relief requested in the Motion to Shorten, parties in interest will receive separate notice of the court-approved objection deadline and hearing date for the Sale Motion.

PLEASE TAKE FURTHER NOTICE THAT, TO THE EXTENT THE BANKRUPTCY COURT GRANTS THE MOTION TO SHORTEN, IF NO OBJECTIONS TO THE MOTION ARE TIMELY FILED, SERVED AND RECEIVED IN ACCORDANCE WITH THIS NOTICE, THE COURT MAY GRANT THE RELIEF REQUESTED IN THE MOTION WITHOUT FURTHER NOTICE OR HEARING.

Dated: February 18, 2010
Wilmington, Delaware

Respectfully submitted,



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**IN THE UNITED STATES BANKRUPTCY COURT
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Debtor.¹ : Proposed Objection Deadline: February 24, 2010 at 4:00 (ET)
: Proposed Hearing Deadline: March 1, 2010 at 12:00 p.m. (ET)
: :
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**MOTION OF DEBTOR AND DEBTOR IN POSSESSION PURSUANT TO SECTIONS
105 AND 363 OF THE BANKRUPTCY CODE FOR AN ORDER: (I) AUTHORIZING
SALE OF EQUIPMENT FREE AND CLEAR OF ALL LIENS, CLAIMS, AND
ENCUMBRANCES, (II) APPROVING THE FORM AND MANNER OF NOTICE OF
SALE, AND (III) WAIVING THE REQUIREMENTS OF BANKRUPTCY RULE 6004(h)**

The above-captioned debtor and debtor in possession (the “Debtor”) hereby files this motion (the “Motion”) for an order, pursuant to sections 105 and 363 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the “Bankruptcy Code”), and Rules 2002 and 6004 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), for the entry of an order: (i) authorizing the sale, free and clear of all liens, claims, and encumbrances, of certain of the Debtor’s equipment (the “Equipment”); (ii) approving the form and manner of the notice of sale; and (iii) waiving the stay contemplated by Bankruptcy Rule 6004(h) (the “Sale Order”). In support of the relief requested in the Motion, the Debtor respectfully represents as follows:

JURISDICTION

This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334. Venue of this case and this Motion in this District is proper pursuant to 28 U.S.C. §§

¹ The Debtor in this case, along with the last four digits of the federal tax identification number for the Debtor, is Vion Pharmaceuticals, Inc. (1221). The Debtor’s corporate offices are located at 4 Science Park, New Haven, Connecticut 06511.

1408 and 1409. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2).

BACKGROUND

1. On December 17, 2009 (the "Petition Date"), the Debtor filed with the United States Bankruptcy Court for the District of Delaware (the "Court") a voluntary petition for relief under chapter 11 of the Bankruptcy Code. The Debtor is currently functioning as a debtor in possession.

2. On February 11, 2010, the Debtor filed the *Disclosure Statement in Support of the Debtors' Chapter 11 Plan of Liquidation* [Docket No. 93] and the *Debtor's Chapter 11 Plan of Liquidation* [Docket No. 92] (the "Plan") with the Court. The Plan has not yet been confirmed. The Plan contemplates a total liquidation of the Debtor's estate.

SPECIFIC BACKGROUND

3. The Debtor, a Delaware corporation, was a developmental-stage pharmaceutical company that developed therapeutics for the treatment of cancer. The Equipment that is to be sold is furniture, IT equipment, and laboratory equipment. The Equipment is located in two facilities leased by the Debtor.

4. The Debtor has engaged in marketing efforts with respect to the Equipment. The Debtor interviewed several potential purchasers and/or auctioneers (the "Purchasers") and guided them through the facility to examine the Equipment. The Debtor interviewed Purchasers interested in purchasing some or all of the Equipment in an effort to garner the maximum value possible. The Debtor received offers for only the lab equipment from Betapharma and American Lab Trading, and offers for only the IT equipment only from Liquid Technologies. The Debtor had proposals for all of the Equipment from Heritage Partners ("Heritage"), GoIndustry DoveBid, Great American Group, and EquipNet.

5. After comparing the proposals, the Debtor, in its business judgment, determined that a bid for all of the Equipment presented the best opportunity to maximize value. Accordingly, the Debtor entered into further discussions and competitive negotiations with parties that provided proposals for all of the Equipment. Ultimately, the Debtor chose Heritage because (a) it offered the highest minimum guaranteed price as well as certain additional proceeds dependent on the outcome of the auction proposed to be conducted under the terms of the Purchase Agreement (as such term is defined below),² and (b) the timetable proposed under the Purchase Agreement allows for the Equipment to be removed quickly and efficiently so that the Debtor can vacate the facility in a timely manner consistent with the Plan.

6. Accordingly, the Debtor entered into a purchase and sale agreement which provides for the sale of the Equipment to Heritage ("Purchase Agreement"). Given the results of its marketing efforts, the Debtor believes that the purchase price set forth in the Purchase Agreement represents the highest and best offer obtainable for the Equipment. The Debtor, however, will entertain any other offers that are made between the date of this Motion and the date of any order from the Court granting the relief requested herein.

RELIEF REQUESTED

7. By this Motion, the Debtor seeks authority to sell the Equipment to Heritage ("Sale") pursuant to that certain Purchase Agreement, attached hereto as Exhibit A, subject to the Debtor's receipt of a higher and better offer for the Equipment.³

² No later than ten (10) calendar days after any auction, the Purchaser shall pay to the Debtor by check or wire transfer of immediately available funds the proceeds of the auction, which include all revenue from the sale of the Equipment in the auction, but excluding (i) any sales taxes collected by the auctioneer, (ii) the auctioneer's fee for conducting of the auction; (iii) an amount equal to the minimum guarantee, and (iv) up to \$35,000 of the auction allowance, which relates to the costs of preparing for and conducting the auction.

³ If any offers for the purchase of the Property are received while this motion is pending, Debtors reserve the right to conduct a competitive auction for the Property and to seek approval of a sale of the Property to the bidder submitting the highest and best offer for the Property.

A. **The Proposed Sale Is in the Best Interests of the Debtor's Estate**

8. Section 363(b)(1) of the Bankruptcy Code provides:

The trustee, after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business, property of the estate...

11 U.S.C. § 363(b)(1); see also In re Ames Dep't Stores, Inc., 136 B.R. 357, 359 (Bankr. S.D.N.Y. 1992) (holding that going-out-of-business sales are governed by section 363(b)).

9. To obtain Court approval to sell the Equipment under section 363(b) of the Bankruptcy Code, the Debtor must articulate a sound business reason for the proposed action. See, e.g., Myers v. Martin (In re Martin), 91 F.3d 389, 395 (3d Cir. 1996) (citing Fulton State Bank v. Schipper (In re Schipper), 933 F.2d 513, 515 (7th Cir. 1991)); Committee of Equity Sec. Holders v. Lionel Corp. (In re Lionel Corp.), 722 F.2d 1063, 1070-71 (2d Cir. 1983); In re Abbotts Dairies, Inc., 788 F.2d 143, 147-48 (3d Cir. 1986) (implicitly adopting the “sound business judgment” test of Lionel Corp. and requiring good faith); In re Delaware & Hudson Ry. Co., 124 B.R. 169, 175-76 (D. Del. 1991) (concluding that the Third Circuit adopted the “sound business judgment” test in the Abbotts Dairies decision); Dai-Icho Kangyo Bank v. Montgomery Ward Holding Corp. (In re Montgomery Ward Holding Corp.), 242 B.R. 147, 153 (Bankr. D. Del. 1999) (same). When a valid business justification exists, the law vests the debtor’s decision to sell its property with a strong presumption “that in making a business decision[,] the directors of a corporation acted on an informed basis, in good faith and in the honest belief that the action taken was in the best interests of the company.” Official Comm. of Subordinated Bondholders v. Integrated Res., Inc. (In re Integrated Res., Inc.), 147 B.R. 650, 656 (S.D.N.Y. 1992) (holding that the Delaware business judgment rule has “vitality by analogy” in chapter 11, especially where the debtor is a Delaware corporation) (quotations omitted). In this District, once a court is satisfied that there is a sound business justification for the proposed sale, the court must then

determine whether (i) the debtor in possession has provided the potential bidders with adequate and reasonable notice, (ii) the sale price is fair and reasonable, and (iii) the purchaser is proceeding in good faith. In re Delaware and Hudson Ry. Co., 124 B.R. at 176; accord In re Decora Indus., Inc., 2002 WL 32332749, at *3 (D. Del. 2002); see also In re Integrated Res., Inc., 147 B.R. at 656 (parties challenging a debtor's sound business decision must show bad faith, self-interest or gross negligence).

10. Ample business justification exists in this case to approve the sale of the Equipment. As discussed above, the Plan contemplates a full liquidation of the Debtor's assets. As part of this full liquidation of its assets, the Debtor, after engaging in substantial negotiations with potential Purchasers, in the exercise of its business judgment, has determined that it is in the best interest of the estate to sell the Equipment. Also as discussed above, the Debtor does not believe that further marketing of the Equipment would result in the receipt of a higher and better bid. Accordingly, the Debtor does not believe that it is in the best interest of its estate to conduct a formal auction process to determine the appropriate Purchaser.

B. The Assets Should be Sold Free and Clear of Liens, Claims, and Encumbrances

11. The Debtor likewise requests that any sale of the Equipment be free and clear of any and all liens, interests, claims, and encumbrances in accordance with section 363(f) of the Bankruptcy Code. A debtor in possession may sell property under sections 363(b) and 363(f) "free and clear of any interest in such property of an entity other than the estate" if any one of the following conditions is satisfied:

- applicable non-bankruptcy law permits sale of such property free and clear of such interest;
- such entity consents;
- such interest is a lien and the price at which such property is to be sold is greater than the aggregate value of all liens on such property;
- such interest is in bona fide dispute; or
- such entity could be compelled, in a legal or equitable proceeding, to accept a money satisfaction of such interest.

11 U.S.C. § 363(f); Citicorp Homeowners Servs., Inc. v. Elliot (In re Elliot), 94 B.R. 343, 345 (E.D. Pa. 1988) (noting that since section 363(f) is written in the disjunctive, the court may approve a sale free and clear if any one subsection is met). The Debtor anticipates that it will be able to satisfy one or more of the conditions set forth in section 363(f) of the Bankruptcy Code with respect to any party asserting a lien, interest, claim or encumbrance in the Equipment. Specifically, the Debtor proposes that any liens, interests, claims, and encumbrances asserted against the Equipment be transferred to any proceeds realized from the sale of such assets, in the same order of priority and subject to the rights, claims, defenses, and objections, if any, of all parties with respect thereto.

C. The Purchaser(s) of the Property Should Be Afforded the Full Protections of Section 363(m) of the Bankruptcy Code

12. The Debtor also requests that the Court find that the purchaser of the Equipment is entitled to the full protections of section 363(m) of the Bankruptcy Code. Section 363(m) of the Bankruptcy Code provides as follows:

The reversal or modification on appeal of an authorization under subsection (b) or (c) of this section of a sale or lease of property does not affect the validity of a sale or lease under such authorization to an entity that purchased or leased such property in good faith, whether or not such entity knew of the pendency of the

appeal, unless such authorization and such sale or lease were stayed pending appeal.

11 U.S.C. § 363(m). While the Bankruptcy Code does not define the term “good faith,” the Third Circuit in Abbotts Dairies stated that:

[t]he requirement that a purchaser act in good faith...speaks to the integrity of his conduct in the course of the sale proceedings. Typically, the misconduct that would destroy a purchaser’s good faith status at a judicial sale involves fraud, collusion between the purchaser and other bidders or the trustee, or an attempt to take grossly unfair advantage of other bidders.

788 F.2d at 147 (citations omitted).

13. The Debtor represents that the proposed sale is the result of good faith arms’ length negotiations. Accordingly, the Debtor submits that the Purchaser of the Equipment should be entitled to the full protections of section 363(m) of the Bankruptcy Code.

The Proposed Notice of the Sale Is Appropriate

14. Under Bankruptcy Rules 2002(a) and (c)(1), the Debtor is required to notify its creditors of any proposed sale of its assets, including a disclosure of the terms and conditions of any private sale, and the deadline for filing any objections to such sale. Local Rule 2002(b) limits notice of a motion to use, sell, or lease property of the estate to counsel for the debtor, the United States Trustee, counsel for all official committees, all parties who file a request for service of notices under Bankruptcy Rule 2002(i), and all parties whose rights are affected by the motion. Notably, Local Rule 2002-1(b) does not require notice to all creditors of the Debtor. This Motion, and the notice hereof, fully complies with Bankruptcy Rule 2002 and Local Rule 2002-1(b), and is reasonably calculated to provide timely and adequate notice of the terms and

conditions of the sale to all of the Debtor's creditors and other parties in interest entitled to notice in this case.

REQUEST FOR WAIVER OF STAY

15. The Debtor seeks a waiver of any stay of the effectiveness of any Sale Order entered in connection with this Motion imposed by Rule 6004(h) of the Bankruptcy Rules. The Equipment is being housed in a leased facility. The Debtor needs to remove the Equipment from the facility before it rejects the lease of the facility as of the confirmation date.⁴ Accordingly, the Debtor submits that it is imperative that it be able to obtain certainty with respect to the sale of the Equipment as quickly as possible in order that it may prepare the Equipment for removal from the facility in a timely fashion. Thus, the Debtor submits that ample cause exists to justify a waiver of any stay imposed by Bankruptcy Rule 6004(h).

NOTICE

16. Notice of this Motion shall be provided to: (i) the Office of the United States Trustee; (ii) the Official Committee of Unsecured Creditors; (iii) the Indenture Trustee; (iv) Heritage; (v) any party whose rights may be affected by the Motion; and (vi) all parties entitled to receive notice in this chapter 11 cases pursuant to Bankruptcy Rule 2002. In light of the nature of the relief requested, the Debtor submits that no further notice is required.

⁴ The Debtor is seeking to confirm its Plan on or about March 31, 2010.

WHEREFORE, the Debtor respectfully requests the entry of the Sale Order, in substantially the form attached hereto as Exhibit B, granting the relief requested herein and such other and further relief as the Court may deem just and proper.

Date: February 18, 2010

Respectfully submitted,



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Counsel to the Debtor and Debtor In Possession

Exhibit A

Purchase and Sale Agreement



Heritage Global Partners

Asset Advisory and Auction Services

A Legacy since 1937

EXCLUSIVE PURCHASE AND AUCTION AGREEMENT

This Exclusive Purchase and Auction Agreement ("Agreement") is made as of February 10, 2010.

BETWEEN:

Vion Pharmaceuticals, Inc
Four Science Park
New Haven, CT 06511
Attention: Howard B. Johnson, President/CFO

("Seller"),

AND

Heritage Global Partners, a California corporation
Hacienda Del Mar
12625 High Bluff Drive Suite 211
San Diego, CA 92130
Attention: Kirk Dove
Telephone: (858) 847-0650
Fax: (858) 847-0660

("Auctioneer")

WHEREAS, Seller wishes to sell certain assets, and Auctioneer has agreed to purchase such Assets on the terms and conditions set forth below;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are mutually acknowledged, Auctioneer and Seller agree as follows:

1. PURCHASE AND SALE: Seller agrees to sell to Auctioneer at the Closing (as defined below) the assets of Seller (the "Assets") set forth on Exhibit A to this Agreement. In consideration of the sale of Assets, the Auctioneer shall pay to Seller by wire transfer of immediately available funds to the Seller's bank account (information provided below) \$300,000 USD (the "Minimum Guarantee") as follows:

- (a) \$250,000 upon approval of this Agreement by the Court as described in Section 19 below;
- (b) and
- (c) \$50,000 will be paid no later than March 27, 2010.

In addition, the Auctioneer shall conduct the Auction (as described in Section 2 below) and as additional consideration for the Assets, the Auctioneer shall pay to the Seller any Proceeds of the Auction as described in Section 8 below.

Seller's Wiring Instructions:
UBS AG
ABA#026007993

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UBSPW RETAIL
A/C # 101-WA-258641-000
F/C: C-P 34647-KL Vion Pharmaceuticals, Inc.

The Auctioneer recognizes that any payments made after the effective date of Seller's Plan of Liquidation filed in the United States Bankruptcy Court in the District of Delaware (the "Court") on February __, 2009 (the "Plan") will have to be coordinated with the Seller's Liquidating Trustee (as defined in the Plan).

2. AUCTION:

(a) Seller acknowledges that the Auctioneer will conduct an auction, (the "Auction") of the Assets on or about March 17, 2010. The closing (the "Closing") of the transaction contemplated by this Agreement shall be deemed to occur immediately prior to the Auction. The Auction will be conducted exclusively over the Internet at www.hgpauction.com (the "Website") and shall be advertised on the Website as a "Featured Online Auction." Auctioneer may, in its discretion, choose to offer the Assets for sale by the piece or by the lots. Seller agrees that Auctioneer may use its name, street address and logo in its advertising in accordance with Auctioneer's customary practice, including on its Website as well as in any press release, solely to perform services under this Agreement.

(b) All Assets in the Auction shall be sold to the highest bidder (subject only to the bidder's timely payment in full and removal of purchased Assets). In the event any Asset remains unsold for any reason after conclusion of the Auction, Auctioneer shall at its option include those Assets in a subsequent auction, in accordance with Section 8 below.

3. ASSET REMOVAL: Auctioneer will remove all Assets from the Seller's Premises by March 31, 2010 according to a schedule to be mutually agreed to with the Seller. Removal shall be at the sole expense, liability and risk of the Auctioneer. Assets can only be removed from the Seller's Premises on presentation of an original bill of sale and certificates of insurance per Section 11 below. Auctioneer and/or its subcontractors assume all risks upon commencement of the Auctioneer of the dismantling or other work to be performed by the Auctioneer and/or its subcontractors on the Seller's premises. The Auctioneer shall be solely responsible for rigging, packaging and shipping the sold Asset. Auctioneer will save and hold Seller harmless from and against all liability, claims and demands on account of personal injuries, including death, or property loss and damage to others (including Seller's employees) arising out of or in any way connected with the performance of such work, and caused by the negligent or willful act or omission of the Auctioneer and/or its subcontractors, and Auctioneer will at its own expense defend and all such actions based thereon and will pay all charges of attorneys and other costs and expenses arising therefrom. Any Asset not removed from the Seller's Premises by March 31, 2010 will be withdrawn from the list of Assets and considered abandoned by the Auctioneer. It is currently expected that all laboratory equipment assets will be removed between March 17-24, 2010; all furniture assets will be removed between March 24-29, 2010; and all IT equipment assets will be removed between March 29-31, 2010. Auctioneer agrees that after all the items have been photographed and tagged, Auctioneer will furnish the sale catalog to Seller to provide the final removal dates requested on any staggered delivery.

4. DISCLAIMERS OF WARRANTIES: Auctioneer shall state both in its advertising for the Auction and at the Auction that all Assets are being sold "as is, where is and with all faults and disclaimers of all other warranties express or implied, including disclaimers of the warranties of merchantability and fitness for a particular purpose. Seller acknowledges and agrees that Auctioneer has no knowledge with respect to, and has no obligation to investigate, the merchantability or fitness for any particular use of any Asset.

5. BUYER'S PREMIUM: Seller understands that Auctioneer shall charge each successful bidder its standard buyer's premium of 15% of the purchase price (the "Buyer's Premium") for its own account relating to preparing for and the conduct of the auction. The Auctioneer will collect the Buyer's Premium directly from each purchaser in addition to the purchase price as bid for such Auction services.

Payment to the Auctioneer of such Buyer's Premium by the successful bidder is not dependent on any other service provided by the Auctioneer in connection with the Auction subsequent to the actual Auction event, if any. Seller shall not be liable to Auctioneer for Buyer's Premium in the event that a purchaser fails to live up to its agreement and complete a purchase.

6. AUCTION EXPENSES:

- (a) Seller acknowledges that the Auctioneer may incur certain expenses in connection with advertising the Auction, which may include:
- (i) digital photography of the Assets, print and electronic media production, creative services, ad placement fees, brochure and catalog production, telemarketing, data list purchases, fax and email advertising and postage incurred in connection with the Auction;
 - (ii) labor expenses related to the Auction;
 - (iii) travel expenses; and
 - (iv) other miscellaneous expenses related to the Auction, including accounting, equipment rental, insurance, and permits (all such expenses listed in this clause (a), the "Auction Allowance").
- (b) Seller acknowledges and agrees that up to \$35,000 of the Auction Allowance actually and reasonably incurred by the Auctioneer shall in all events be deducted from the Proceeds of the Auction by the Auctioneer and retained by the Auctioneer.

7. PRE-AUCTION ASSET TRANSACTIONS: Prior to the Auction, Seller may remove any Asset from the list in Exhibit A. Any such removal prior to the Auction shall reduce the Minimum Guarantee amount payable pursuant to Section 1 by an amount equal to the fair market value of the removed Asset.

8. COLLECTION AND DISBURSEMENT OF AUCTION PROCEEDS:

(a) Auctioneer shall collect from the purchasers of any Asset in the Auction the purchase price for the Asset plus any applicable sales taxes and amounts due as Buyer's Premium and deposit such funds into a bank depository account maintained by the Auctioneer. Seller acknowledges and agrees that Auctioneer may use funds in such account to discharge any liens on the Assets, encumbrances of record and personal property taxes ("Liens"); provided, however, that no such payments shall be made without the prior written consent of Seller (which consent may not be unreasonably withheld or delayed). All applicable sales taxes collected by Auctioneer shall be paid to the appropriate taxing authorities out of the account. Thereafter, no later than 10 calendar days after any Auction, Purchase shall pay to Seller by check or wire transfer of immediately available funds the Proceeds of the Auction. For purposes of this Agreement, the "Proceeds of the Auction" means all revenue from the sale of Assets in the Auction, but excluding (i) any sales taxes collected by Auctioneer, (ii) any Buyer's Premium collected pursuant to Section 5; (iii) an amount equal to the Minimum Guarantee and (iv) up to \$35,000 of the Auction Allowance.

(b) No later than 30 calendar days after the Auction, Auctioneer shall also issue to Seller or the liquidating trustee for the Seller a settlement report (the "Settlement Report") showing, generally, a record of sales of the Assets and the allocation of the funds generated by such sales, subject to open items or uncollected accounts, if any.

9. MARKETING AND SUBSEQUENT AUCTIONS: Auctioneer may commence marketing of Assets upon execution of this Agreement, with all Assets marked "sale subject to approval by the U.S. Bankruptcy Court in the District of Delaware" until approval is granted by the court as described in Section 19 below. In the event that some Assets remain unsold at the conclusion of the first Auction, or a purchaser fails to perform its obligation to pay the purchase price of an Asset, Auctioneer may, at its discretion, have the option of including those Assets in up to two subsequent auctions. If Assets remain unsold after two subsequent auctions, or if Auctioneer chooses not to include such Assets in any

subsequent auction, then Auctioneer shall surrender and return the Assets and all interest therein to Seller, and will have no further obligation with respect to such Assets ("Unsold Assets").

10. UTILITY DISCONNECTION: Immediately after a sale at the Auction, Seller shall disconnect all utilities to the sold Asset, including electric, gas, waste and water lines, in a reasonable manner designed to protect the Asset and the Premises, at Seller's sole cost. Under no circumstances shall Auctioneer be responsible for any loss, damage or destruction associated with Seller's disconnection of the Assets. Seller and Auctioneer will mutually agree on a schedule for preparation of the Seller's nuclear magnetic resonance machine for removal from the Premises, as it requires special handling.

11. INSURANCE: Seller shall be solely responsible for maintaining adequate insurance coverage for the Assets until an Asset is delivered to Auctioneer at the Premises for rigging, packaging, removal and shipping, which for the avoidance of doubt will be after the Closing as contemplated hereby. Prior to commencing work at the Seller's Premises for removal of the assets, Auctioneer shall provide certificates for all workers' compensation insurance for Auctioneer's employees in compliance with all applicable state and local laws, employer's liability insurance for bodily injury (limit of not less than \$500,000 per accident and disease), commercial general liability insurance for personal injury and property damage (limit of \$1 million per occurrence and \$2 million annual aggregate) and automobile liability insurance for personal injury and property damage (combined limits of \$1 million per occurrence).

12. DESTRUCTION OF ASSETS: Seller agrees that, upon its collection of any insurance proceeds payable on account of the destruction of any or all of the Assets after sale in the Auction but prior to payment by a successful bidder in the auction, Seller shall pay to Auctioneer a portion of such proceeds sufficient to pay up to \$35,000 of Auctioneer's Auction Allowance under Section 5, any applicable sales taxes and amounts payable as Buyer's Premium for any Asset sold but not delivered under Section 4 (collectively, the "Recovery Obligations"). The obligation from the preceding sentence shall survive until Seller has paid to Auctioneer all amounts owing under the Recovery Obligations.

13. USE OF PREMISES:

(a) For the purposes of this Agreement, the "Premises" shall mean Seller's offices at Four and Five Science Park, New Haven, CT, 06511 or such other location as is mutually agreed upon. Seller authorizes Auctioneer and its representatives to enter upon and use the Premises with coordination and supervision from the Seller for the purposes of (i) preparing for and conducting sales of the Assets, (ii) otherwise exhibiting the Assets to prospective purchasers, and (iii) removing the Assets. Seller agrees that Auctioneer shall not be charged a fee for the use of the Premises.

(b) Seller acknowledges and agrees that Auctioneer has no interest of any kind or nature in the Premises, and that Auctioneer has no knowledge as to any previous use or occupancy of the Premises. Seller acknowledges and agrees that Auctioneer shall not be responsible for damage or injury to the Premises resulting from or arising in connection with the sale or removal of the Assets, except to the extent that such damage or injury is caused by Auctioneer's negligence or willful misconduct.

14. REPRESENTATIONS AND WARRANTIES: Seller represents and warrants to Auctioneer as follows:

(a) Subject to the approval of the Court (as described in Section 20 below), Seller is authorized to execute and perform this Agreement, and this Agreement constitutes a valid and legally binding obligation of Seller, enforceable in accordance with its terms.

(b) Seller now holds (and, up to the moment of the Auction or other sale provided for under this Agreement, will hold) good and marketable title to all Assets free and clear of any lien, security interest, leasehold interest, co-ownership interest or any other type of encumbrance or interest.

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(c) To the Seller's knowledge, none of the Assets infringes or violates (or contains any parts or components which infringe or violate) any third party's copyright, patent, trademark, trade secret or other proprietary rights.

(d) No sale of the Assets will constitute a bulk sale subject to the Bulk Transfer Article of the Uniform Commercial Code for any state in which any of the Assets are located.

(e) No Hazardous Substances are contained in or made a part of the Assets. For purposes of this Agreement, the term 'Hazardous Substances' shall mean, either individually or collectively, any chemical, solid, liquid, gas, or other substance having the characteristics identified in, listed under, or designated pursuant 10 (l) the Comprehensive Environmental Response, Compensation and liability Act of 1980 (CERCLA) as amended, 42 USCA Section 9601 (4), as a "hazardous substance," (ii) the Resource, Conservation and Recovery Act, 42 USCA Sections 6903(5) and 6921, as a "hazardous waste," or (iii) any other laws, statutes, or regulations of a government or political Subdivision or agency thereof, as presenting an imminent and substantial danger to the public health or welfare or to the environment, or as otherwise requiring special handling, collection, storage, treatment, disposal, or transportation. Seller agrees that nothing in this Agreement shall be construed to require Auctioneer to remove any Hazardous Substances that are present on the Premises or are contained in a part of the Assets.

(f) None of the Assets or any components thereof, or related software or technology requires a U.S. Government license for export from the United States to countries other than those which are subject to comprehensive embargoes or support for terrorism (currently, Cuba, Iran, North Korea, Sudan, or Syria, as the same may change from time to time) except those specifically listed in writing delivered by Seller to Auctioneer, with the respective Export Control Classification Numbers for such listed Assets.

Seller acknowledges and agrees that Auctioneer is relying on the foregoing representations and warranties in proceeding to conduct the Auction and/or sales provided for under this Agreement. Seller agrees to defend and indemnify Auctioneer and hold Auctioneer harmless from and against any claim, demand, cause of action, liability or expense (including attorneys' fees) asserted against or incurred by Auctioneer in connection with Seller's breach of any of its representations, warranties or obligations in this Agreement. If any action at law or in equity is brought to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs from the other party.

15. TECHNOLOGY DISCLAIMER: AUCTIONEER DOES NOT WARRANT THAT THE FUNCTIONS, FEATURES OR CONTENT CONTAINED IN THE WEBSITE, INCLUDING ANY THIRD-PARTY SOFTWARE, PRODUCTS OR OTHER MATERIALS USED IN CONNECTION WITH THE WEBSITE, WILL BE TIMELY, SECURE, UNINTERRUPTED OR ERROR FREE, OR THAT DEFECTS WILL BE CORRECTED.

16. INDEPENDENT PARTIES: This Agreement shall not be construed (i) to create a partnership or joint venture between Seller and Auctioneer, or (ii) to imply that Auctioneer is buying the assets of (other than the Assets), or any interest in, Seller.

17. DISPUTES: The parties agree to submit all controversies, claims and matters of difference arising out of or relating to this Agreement for resolution by the Court.

18. COUNTERPARTS; FACSIMILE SIGNATURES: This Agreement may be executed in any number of counterparts, each of which, when executed, will be deemed to be an original and all of which, when taken together, will be deemed to be but one and the same instrument. Delivering Signatures via facsimile or e-mail shall be an acceptable means of executing this Agreement, and signatures so delivered shall be fully binding on the signing party.

19. BANKRUPTCY COURT APPROVAL. On December 17, 2009, the Seller filed a voluntary petition for relief in the Court under Chapter 11 of the United States Bankruptcy Code. As such, the Seller's obligations under this Agreement are subject to the approval of the Court. Promptly after the

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execution of this Agreement, the Seller shall make a motion to Court seeking an order approving this Agreement. In the absence of such an order the Seller cannot fulfill its obligations to transfer the Assets hereunder or permit the conduct the Auction as contemplated hereby. If the Court affirmatively rejects such motion, either party may terminate this Agreement with immediate effect upon written notice to the other party and without liability of any kind to such other party.

20. GOVERNING LAW; JURISDICTION: This Agreement shall be governed by, and construed and enforced in accordance with, the substantive laws of the State of New York as applied to agreements made in New York, without regard to choice at law principles that would result in the application of the laws of another jurisdiction.

21. SEVERABILITY: The provisions of this Agreement shall be severable. Should any part, term or provision of this Agreement be construed by any court of competent jurisdiction to be illegal, invalid or unenforceable for any reason, the legality, validity and enforceability of the remaining parts, terms and provisions shall not be affected thereby.

22. COMPLETE AGREEMENT: This Agreement constitutes the entire understanding between the parties and replaces any and all prior agreements related to the sale of the Assets and the Auction. This Agreement may not be modified or amended except in writing signed by both parties.

Seller: Vion Pharmaceuticals, Inc.
F.E.I.N. 13-3671221

Heritage Global Partners
California Bond Number 5921701

By: _____

By:  _____

Name: _____

Name: STEPHEN BROWN

Title: _____

Title: CFO

Date: _____

Date: FEB 10, 2010



EXHIBIT A

ASSETS

See Attached Schedules:

- 1. Furniture Inventory**
- 2. I.T. Inventory**
- 3. Lab Inventory**
- 4. Vion Phone System**

Vion IT Inventory

Apple	Mac PowerPC G4 400MHz	Desktop	4
Apple	iMac 20"/2.16GHz Intel Core 2 Duo, 250GB	Desktop	12
Apple	iMac G4 700GHz, 40GB	Desktop	20
Compaq	Compaq EVO D500 w/ Chemstation Software	Desktop	5
Compaq	Compaq EVO D500 SFF Desktop	Desktop	13
Dell	Dell Optiplex 745 (NMR)	Desktop	1
Dell	Dell Optiplex GX270	Desktop	1
Dell	Dell 20" Display	Display	2
HP	HP 17" L1706 Display	Display	1
Viewsonic	ViewSonic 17" Display VE175	Display	3
Viewsonic	ViewSonic 17" CRT Display	Display	6
Viewsonic	ViewSonic 20" Regular Display VP20b	Display	7
Viewsonic	ViewSonic 20" Widescreen Display VG2030vm	Display	37
Brother	Intellifax 4100	FAX	1
Brother	Brother Fax 5750e	FAX	4
Savin	SAVIN Fax 3470	FAX	1
Apple	Mac PowerBook 400MHz	Laptop	1
Apple	Mac PowerBook G4	Laptop	2
Apple	MacBook 2.16GHz Intel Core 2 Duo, 160GB	Laptop	1
Apple	MacBook Pro 17"/2.33GHz Intel Core 2 Duo, 160GB	Laptop	3
Apple	MacBook Pro 15"/2.33GHz Intel Core 2 Duo, 120GB	Laptop	27
Compaq	Compaq EVO N600C 7/1200 3GB	Laptop	6
Dell	Dell Latitude D600 (Guava PC)	Laptop	1
HP	HP Laptop 15"/Intel T2500 Core Duo, 80GB	Laptop	3
IBM	IBM Thinkpad iSeries	Laptop	1
Sony	Sony Vaio PCG-Z505HS	Laptop	1
Sonicwall	Sonicwall TZ190 Firewall Appliance	Network Firewall	1
Cisco	Cisco 1700 Router (T1)	Network Router	1
Comcast	Comcast Cable Modem	Network Router	1
Netopia	Netopia DSL Modem	Network Router	1
Foundry	Foundry FastIron x424 24port Switch	Network Switch	1
Foundry	Foundry FastIron x448 48port Switch	Network Switch	2
Linksys	Linksys SRW2016 16port Switch	Network Switch	1
Milan	MiLan 5 port switch	Network Switch	2
Netgear	Netgear FSM7352S 48port Switch	Network Switch	3
SMC	SMC 8port Switch	Network Switch	1
Apple	iPhone 3G	Phone	9
Avaya	Avaya Merlin Magix with Merlin Voicemail	Phone System	1
HP	HP Laserjet 1012	Printer	1
HP	HP Laserjet 1100	Printer	1
HP	HP Laserjet 2300d	Printer	1
HP	HP Laserjet 4	Printer	1
HP	HP Laserjet 4050	Printer	1
HP	HP LaserJet 4100N	Printer	2
HP	HP Laserjet 4200N	Printer	3
HP	HP LaserJet 4240N	Printer	3
HP	HP Laserjet P2015dn	Printer	3
HP	HP Laserjet 1320N	Printer	5
Infocus	InFocus WorkBIG IN26 XGA Projector	Projector	3
Sensaphone	Sensaphone SCADA 3000	SCADA	1
UMAX	UMAX PowerLook Scanner	Scanner	1
Keri	Keri Systems Proximity Security System	Security System	1
Apple	Apple XSERVE Dual G5/2.0 GHz	Server	1
Apple	Apple XSERVER RAID (14x500GB) 7TB ADM	Server	1
Apple	Apple XSERVE Dual G5/2.3 GHz	Server	2
HP	HP ProLiant DL380 Xeon 3.4 GHz Server	Server	4
IBM	IBM eSeries Tower x225 Server	Server	1
Tanberg Data	Tandber Data Magnum 224 LTO-4 Tape Auto-loader	Tape Library	1
APC	APC Smart-UPS 1000	UPS	3
Tripp-lite	Tripp-lite UPS	UPS	5
Apple	Apple Airport Extreme	Wireless	6

Vion Pharmaceuticals, Inc.
 Surplus Inventory List
 Location Name: QC-1 Laboratory (3rd Fl)
 Inventory Performed: December 2009

Equipment Name	Model #	Quantity	Category	Notes/Status	Asset Tag #	QC Tag #	Room #
4 Drawer File Cabinet		1	office		1321		
Cooper Atkins Versa Tuff Plus 396 w/probe	39659-T	1	NIST thermometer			QC-104	
Boekel Pipett Dryer stainless steel	1372	1	pipet cleaning				
Pipet cleaning set: pipet jar, 2 baskets, washer/rinser (Nalgene)	5250 0050/ DSS241 0050	1	pipet cleaning				
Branson 3210 Ultrasonic Cleaner Sonication Bath	3210	1	desiccator			QC-044	
Compaq		1	computer		1324	QC3-01	
Compaq		1	computer		1324	QC3-03	
Corning Hot Plate Stirrer	PC-551	1	stirrer	old			
Corrosives Cabinets		2	safety cabinet	used, from auction			
Crimper set, one each: 8mm, 13mm, 20mm		1	crimper/decrimper				
Decapping pliers, one each: 11mm and 20mm		1	crimper/decrimper				
Decrimper: 13mm		1	crimper/decrimper				
Desiccator 200mm ID	N/A	1	desiccator	brand new			
Desiccator 250mm ID	N/A	1	desiccator	brand new			
Dickson Chart Recorder	KT622	3	Chart recorder			QC-249, QC-253, QC-254	
Dickson Chart Recorder	SL4350	4	Chart recorder			QC-250, QC-252, QC-256, QC-257	
Digital Hygrometer Thermometer Dewpoint	11-661-7B	1	hygrometer			QC-059	
Falcon Express		3	pipet aid				
Fisher Digital Hygrometer Traceable		1	hygrometer			QC-080	
Fisher Scientific Isotemplus		1	fridge		1355	QC-058	
Fisher Scientific Isotemplus - w/glass doors	13-986-245G	1	fridge		1308	QC-197	
Flinn Scientific SciMat Flammable Cabinet		1	safety cabinet				
Gast Vacuum Pump		1	pump			QC054	
Harris freezer	SLT-21V-85A30	1	freezer		1281	QC-127	
Harris freezer	ELT-21V-85A14	1	freezer			QC-068	
Perchal Sci. Refrigerator w/Honeywell chart recorder	1-96NL/DR4300	1	fridge		1289	QC-187	
HP Compaq		1	computer		1394	QC3-02	
HP L1706 Computer Monitor		1	computer		1394		
HP Laserjet 4050		1	printer			QC-205	
HPLC System - Agilent 1100, (degasser, quatpump, autosampler, autosampler temp. controller, column compartment, DAD detector)	G13179A, G1311A, G1329A, G1330B, G1316A, G1315B	1	HPLC system	under Agilent service	1389	QC-235 - QC-240	
HPLC System - Agilent 1100, (degasser, quatpump, autosampler, column compartment, MWD detector)	G1322A, G1311A, G1313A, G1316A, G13165A	1	HPLC system	under Agilent service	1248	QC-156, QC-158 - QC161	
HPLC System - Agilent 1100, (degasser, quatpump, autosampler, column compartment, DAD detector)	G1322A, G1311A, G1313A, G1316A, G1315A	1	HPLC system	under Agilent service		QC-019, 021, 024, 030, 034	
Kenmore Dehumidifier	3850A20500F	1					
Lab Chairs - Black w/5 wheels	N/A	1	lab chair				
Lab Chairs - Red w/5 wheels	N/A	8	lab chair				
Lab Line Environ-Cab w/Partlow ARC4100 chart recorder	680ADIR4, 4110010	1	environmental chamber	out of service	1296	QC-037	Room 1
Lab Line Environ-Cab w/Partlow ARC4100 chart recorder	680IR4, 411001000	1	environmental chamber	out of service	1296	QC-038	Room 1
Lab Line Environ-Cab w/Partlow ARC4100 chart recorder	680AR4, 411001000	1	environmental chamber		1296	QC-039	Room 1
Lab Line Environ-Cab w/Honeywell chart recorder	685AR26R, DR4300	1	environmental chamber	out of service	1353	QC-219	Room 2
Lacie DVD Drives		3	computer				
Magic Chef Refrigerator	CTB212ARW	1	fridge/freezer			QC-073	
Magic Chef Refrigerator	CTB212ARA	1	fridge/freezer			QC-036	
Metal Lab Coat Cabinet		1	office				
Mettler Toledo DL36 KF Coulometer	DL-36	1	Coulometer		1284	QC-055	Room 2
Mettler Toledo GA42 Printer for Coulometer	GA-42	1	Coulometer		1284	QC-056	Room 2
MGE UPS System Pulsar EXL		1					
Fume Hood		1	chemical hood		1212	QC-113	
Ohaus Analytical Plus Electronic Balance	AP250D	1	balance			QC-013	
Ohaus Portable Advanced Scale	CT600	1	balance			QC-057	
Orion pH Meter	420A	1	pH meter			QC-032	
Pipetter, adjustable volume, (Eppendorf Reference)	250D	1	pipetter				
Pipetter, adjustable volume, (Eppendorf Reference)	100D	6	pipetter				
Pipetter, adjustable volume, (Eppendorf Reference)	200	1	pipetter				
Pipetter, adjustable volume, (Eppendorf Reference)	100	6	pipetter				

Magic Chef Refrigerator	CTB212ARV	1	fridge/freezer		QC-073	
Pipetter, adjustable volume, (Eppendorf Reference)	20	2	pipetter			
Pipetter, adjustable volume, (Eppendorf Reference)	10	3	pipetter			
Pipetter, adjustable volume, (Gilson Pipetman)	P1000	3	pipetter	working		
Pipetter, adjustable volume, (Gilson Pipetman)	P200	3	pipetter	working		
Pipetter, adjustable volume, (Gilson Pipetman)	P100	5	pipetter	working		
Pipetter, adjustable volume, (Gilson Pipetman)	P20	3	pipetter	working		
Pipetter, adjustable volume, (Gilson Pipetman)	P10	3	pipetter	working		
Multi-12-channel Pipetter, adjustable volume, (Eppendorf Reference)	300	1	pipetter	working		
Pipetter, adjustable volume, (Eppendorf Reference)	2500	1	pipetter	calibrated	QC-003	
Pipetter, adjustable volume, Pipetman (Gilson)	P1000	1	pipetter	calibrated	QC-179	
Pipetter, adjustable volume, Microman Set (Gilson)	M10, M100, M250, M1000	1	pipetter	calibrated		
Pipetter, adjustable volume, Pipet-plus Set (Rainin)	R10, R20, R100, R200, R1000	1	pipetter	calibrated	QC-230 - QC-234	
Pipetter, adjustable volume, Pipetman Set (Gilson)	P10, P20, P100, P200, P1000	1	pipetter	calibrated	QC-147 - QC-150, QC-135	
Pipette Holder, Hang-Ups, magnetic, each (Rainin)	HU-MS	16	pipetter	N/A		
Stainless Steel Laksalide Cart		1	lab cart			
Starigard Hood Class II Type A - The Baker Co.	Class II Type A/B3	1	Biological safety cabinet		QC-040	Room 2
Summit Refrigerator	HCM-165J	1	fridge	out of service	QC-072	
TrippLite		3	computer			
Viewsonic E70 Computer Monitor		1	computer		1317	
Viewsonic E70 Computer Monitor		1	computer		1317	
Vortex-Z Genie	G-560	7	Vortex		QC-047, QC-083, QC-114, QC-181, QC-182, QC-195, QC-196	
Weight set (100mg, 1g, 10g, 100g, 300g)	Class 1	1	weights		QC-061	
Weight (200g)	Class 1	1	weights		QC-103	
Weight set (10mg, 100mg, 1g, 10g, 100g)	Class 1	1	weights		QC-253	
Weight (50g)	Class 2	1	weights		QC-253	
White Board		1	office			
Xtra Utility Cart (White & Gray)		1	lab cart			

Volumetric Pipets, glass, Class A, Fisherbrand, 1 mL		12	glass ware			
Volumetric Pipets, glass, Class A, Fisherbrand, 1/2 mL		12	glass ware			
Volumetric Pipets, glass, Class A, Fisherbrand, 10 mL		12	glass ware			
Volumetric Pipets, glass, Class A, Fisherbrand, 15 mL		10	glass ware			
Volumetric Pipets, glass, Class A, Fisherbrand, 2 mL		9	glass ware			
Volumetric Pipets, glass, Class A, Fisherbrand, 25 mL		5	glass ware			
Volumetric Pipets, glass, Class A, Fisherbrand, 3 mL		12	glass ware			
Volumetric Pipets, glass, Class A, Fisherbrand, 4 mL		12	glass ware			
Volumetric Pipets, glass, Class A, Fisherbrand, 5 mL		12	glass ware			
Volumetric Pipets, glass, Class A, Fisherbrand, 50 mL		3	glass ware			
Volumetric Pipets, glass, Class A, Fisherbrand, 6 mL		12	glass ware			
Volumetric Pipets, glass, Class A, Fisherbrand, 7 mL		11	glass ware			
Volumetric Pipets, glass, Class A, Fisherbrand, 8 mL		11	glass ware			
Volumetric Pipets, glass, Class A, Fisherbrand, 9 mL		12	glass ware			

Volumetric Flasks, clear glass, Class A, 2 L		4	glass ware			
Volumetric Flasks, clear glass, Class A, 1 L		4	glass ware			
Volumetric Flasks, clear glass, Class A, 500 mL		1	glass ware			
Volumetric Flasks, clear glass, Class A, 250 L		4	glass ware			
Volumetric Flasks, clear glass, Class A, 100 L		18	glass ware			
Volumetric Flasks, clear glass, Class A, 50 L		2	glass ware			
Volumetric Flasks, clear glass, Class A, 25 L		27	glass ware			
Volumetric Flasks, clear glass, Class A, 10 L		69	glass ware			
Volumetric Flasks, clear glass, Class A, 5 L		16	glass ware			
Volumetric Flasks, clear glass, Class A, 2 L		10	glass ware			

Volumetric Flasks, amber glass, Class A, 50 L		12	glass ware			
Volumetric Flasks, amber glass, Class A, 25 L		13	glass ware			
Volumetric Flasks, amber glass, Class A, 10 L		15	glass ware			

PYREX glass bottles, clear, 4L		1	glassware			
PYREX glass bottles, clear, 2L		19	glassware			
PYREX glass bottles, clear, 1L		30	glassware			
PYREX glass bottles, clear, 500mL		30	glassware			
PYREX glass bottles, clear, 250mL		15	glassware			
PYREX glass bottles, clear, 100L		23	glassware			

PYREX glass bottles, amber, 1L		5	glassware			
PYREX glass bottles, amber, 500mL		8	glassware			
PYREX glass bottles, amber, 250mL		1	glassware			
PYREX glass bottles, amber, 100mL		1	glassware			

New
2/17/10

Vion Pharmaceuticals, Inc.
Inventory List
Location Name: QC-1 Laboratory (2nd Fl)
Inventory Number: 22/2/09
Inventory Done By: Thom Samaras, Director of Facilities - 611602 Franklin, Finance Supervisor - Martina Wade, QC Research Scientist
revised by Martina Wade 12/13/09

Equipment Name	Model #	Quantity	Category	Notes/Status	Asset Tag #	QC Tag #	Room #
4 Drawer Pile Cabinet		1	Office		1221		
Copper Ading Tapes TUP Plus 898 w/membr	88582-T	1	MSI thermometer			QC-104	
Bonick Pipet Dyer stainless steel	1372	1	pipet cleaning				
Pipet cleaning set: pipet jar, 2 brushes, wash/rinse	5190 0060/ D65241	1	pipet cleaning				
(Nalgene)	0150	1	detector			QC-104	
Branson 3210 Ultrasonic Cleaner Scientific Bath	8310	1	computer		1324	QC-01	
Computer		1	computer		1324	QC-03	
Commed Hot Plate Stirrer	PC-KST	1	stirrer	old			
Corrosive Cabinets		2	only cabinet	used from system			
Crackpot set, one each: 8mm, 13mm, 20mm		1	crimpas/detensor				
Decapping pipets, one each: 12mm and 20mm		2	crimpas/detensor				
Decappers 12mm		1	crimpas/detensor				
Decapator 230mm ID	N/A	1	decapator	brand new			
Decapator 150mm ID	N/A	1	decapator	brand new			
Dicision Chart Recorder	K7622	3	Chart recorder			QC-248, QC-258, QC-264	
Dicision Chart Recorder	814850	4	Chart recorder			QC-250, QC-257, QC-258, QC-267	
Digital Hygrometers Thermometer Champaign	11-681.78	1	hygrometer			QC-059	
Falcon Express		5	pipet aid				
Fisher Digital Hygrometer Traceable		1	hygrometer			QC-060	
Fisher Scientific Isotempus		1	fridge		1255	QC-086	
Fisher Scientific Isotempus w/glass doors	15-955-2458	1	fridge		1308	QC-187	
Fisher Scientific Solvent Flammable Cabinet		1	safety cabinet				
Gas Vacuum Pump		1	pump			QC084	
Genesis Freezer	2U-21V-85A30	1	freezer		1281	QC-127	
Genesis Freezer	2U-21V-85A14	1	freezer			QC-088	
Genesis Refrigerator w/Honeywell chart recorder	1308N/1014305	1	fridge		1266	QC-187	
HP Compaq		1	computer		1391	QC-02	
HP L2705 Computer Monitor		2	computer		1394		
HP LaserJet 9250		1	printer			QC-201	
HPLC System - Agilent 1100, (degasser, quaternary, autosampler, autosampler temp. controller, column compartment, DAD detector)	G1317A, G1318A, G1319A, G1320A, G1321A, G1322A, G1311A, G1312A, G1313A, G1314A, G1315A, G1316A, G1317A, G1318A, G1319A, G1320A, G1321A, G1322A	1	HPLC system	under Agilent service	1589	QC-235 - QC-240	
HPLC System - Agilent 1100, (degasser, quaternary, autosampler, column computer and, MS/SD detector)	G1317A, G1318A, G1319A, G1320A, G1321A, G1322A, G1311A, G1312A, G1313A, G1314A, G1315A, G1316A, G1317A, G1318A, G1319A, G1320A, G1321A, G1322A	1	HPLC system	under Agilent service	1242	QC-155, QC-158 - QC-161	
HPLC System - Agilent 1100, (degasser, quaternary, autosampler, column computer and, MS/SD detector)	G1317A, G1318A, G1319A, G1320A, G1321A, G1322A, G1311A, G1312A, G1313A, G1314A, G1315A, G1316A, G1317A, G1318A, G1319A, G1320A, G1321A, G1322A	1	HPLC system	under Agilent service		QC-081, 021, 024, 020, 024	
Kennametal Johnson & Johnson	855A20500F	1					
Lab Chairs - Black w/5 wheels	N/A	1	lab chair				
Lab Chairs - Red w/5 wheels	S/A	0	lab chair				
Lab Line Environ-Cab w/Petlow ARC6100 chart recorder	8R2010, 81100100	1	environmental chamber	out of service	1290	QC-037	Room 1
Lab Line Environ-Cab w/Petlow ARC6100 chart recorder	8R2014, 8110010022	1	environmental chamber	out of service	1296	QC-038	Room 1
Lab Line Environ-Cab w/Petlow ARC6100 chart recorder	8R2014, 8110010020	1	environmental chamber		1296	QC-039	Room 2
Lab Line Environ-Cab w/Honeywell chart recorder	855A20500F, 8R1300	1	environmental chamber	out of service	1303	QC-213	Room 2
Laure DVD burner		3	computer				
Magic Chef Refrigerator	CFR212ARA	1	fridge/freezer			QC-073	
Magic Chef Refrigerator	CFR212ARA	1	fridge/freezer			QC-036	
Metal Lab Coat Cabinet		1	office				
Medlar Toledo DL88 KF Coulometer	DL-35	1	Coulometer		1284	QC-026	Room 2
Medlar Toledo 6AA2 Printer for Coulometer	6A-42	1	Coulometer		1284	QC-084	Room 2
MSE UPS System Pulver ER		1					
Fume Hood		1	chemical hood		1212	QC-119	
Ohaus Analytical Plus Electronic Balance	AP150D	1	balance			QC-015	
Ohaus Portable Advanced Scale	CF800	1	balance			QC-057	
Orion pH Meter	420A	1	pH meter			QC-092	
Pipettor, adjustable volume, (Eppendorf Reference)	2500	1	pipettor				
Pipettor, adjustable volume, (Eppendorf Reference)	1000	6	pipettor				
Pipettor, adjustable volume, (Eppendorf Reference)	200	1	pipettor				
Pipette, adjustable volume, (Eppendorf Reference)	100	6	pipette				

2/17/10

New 2/17/10

Single Channel Pipettor	CF8232ARV	1	pipette/freezer		QC-073	
Pipettes, adjustable volume, (Eppendorf Reference)	20	2	pipettes			
Pipettes, adjustable volume, (Eppendorf Reference)	30	2	pipettes			
Pipettes, adjustable volume, (Gibson Pipetman)	P1000	3	pipetior	working		
Pipettes, adjustable volume, (Gibson Pipetman)	P200	3	pipetter	working		
Pipettes, adjustable volume, (Gibson Pipetman)	P100	5	pipettes	working		
Pipettes, adjustable volume, (Gibson Pipetman)	P20	5	pipettes	working		
Pipettes, adjustable volume, (Gibson Pipetman)	P20	3	pipettes	working		
Multi-Channel Pipettes, adjustable volume, (Eppendorf)	300	1	pipettes	working		
Pipettes, adjustable volume, (Eppendorf Reference)	2500	1	pipettes	calibrated	QC-008	
Pipettes, adjustable volume, Pipetman (Gibson)	P1000	1	pipettes	calibrated	QC-179	
Pipettes, adjustable volume, Microman Set (Gibson)	M10, M100, M250, M1000	1	pipettes	calibrated		
Pipettes, adjustable volume, Pipetteplus Set (Rainin)	R10, R20, R100, R200, R1000	1	pipettes	calibrated	QC-220 - QC-234	
Pipettes, adjustable volume, Pipetman Set (Gibson)	P10, P20, P100	1	pipettes	calibrated	QC-147 - QC-150, QC-185	
Pipette Holder, Hang-Ups, magnetic, each (Rainin)	HU-M3	10	pipettes	N/A		
Stainless Steel Labware Cart		1	lab cart			
Stetigraph Model Class II Type A - The Dwyer Co.	Class II Type A/HS	1	caliber		QC-040	Room 2
Summit Pipettor	SCM-285J	1	blage	out of service	QC-072	
ThigLite		3	computer			
Viewsonic E70 Computer Monitor		1	computer			
Viewsonic E70 Computer Monitor		1	computer			
Vortex-2 Genix	V-600	7	Vortex		QC-047, QC-069, QC-114, QC-181, QC-182, QC-195, QC-196	
Weight set (100mg, 1g, 10g, 100g, 300g)	Class 1	1	weights		QC-001	
Weight (200g)	Class 1	1	weights		QC-101	
Weight set (10mg, 300mg, 1g, 30g, 100g)	Class 1	1	weights		QC-258	
Weight (50g)	Class 2	1	weights		QC-238	
White Board		1	office			
Xtra Utility Cart (White & Gray)		1	lab cart			

Volumetric Pipets, glass, Class A, Fisherbrand, 1 ml.		12	glass ware			
Volumetric Pipets, glass, Class A, Fisherbrand, 1/2 ml.		12	glass ware			
Volumetric Pipets, glass, Class A, Fisherbrand, 10 ml.		12	glass ware			
Volumetric Pipets, glass, Class A, Fisherbrand, 15 ml.		10	glass ware			
Volumetric Pipets, glass, Class A, Fisherbrand, 2 ml.		9	glass ware			
Volumetric Pipets, glass, Class A, Fisherbrand, 25 ml.		5	glass ware			
Volumetric Pipets, glass, Class A, Fisherbrand, 3 ml.		12	glass ware			
Volumetric Pipets, glass, Class A, Fisherbrand, 4 ml.		12	glass ware			
Volumetric Pipets, glass, Class A, Fisherbrand, 5 ml.		12	glass ware			
Volumetric Pipets, glass, Class A, Fisherbrand, 5 ml.		1	glass ware			
Volumetric Pipets, glass, Class A, Fisherbrand, 50 ml.		22	glass ware			
Volumetric Pipets, glass, Class A, Fisherbrand, 6 ml.		11	glass ware			
Volumetric Pipets, glass, Class A, Fisherbrand, 7 ml.		11	glass ware			
Volumetric Pipets, glass, Class A, Fisherbrand, 8 ml.		11	glass ware			
Volumetric Pipets, glass, Class A, Fisherbrand, 8 ml.		12	glass ware			
Volumetric Flasks, clear glass, Class A, 2 L		3	glass ware			
Volumetric Flasks, clear glass, Class A, 2 L		5	glass ware			
Volumetric Flasks, clear glass, Class A, 500 ml.		1	glass ware			
Volumetric Flasks, clear glass, Class A, 250 ml.		4	glass ware			
Volumetric Flasks, clear glass, Class A, 100 ml.		24	glass ware			
Volumetric Flasks, clear glass, Class A, 50 ml.		7	glass ware			
Volumetric Flasks, clear glass, Class A, 25 ml.		39	glass ware			
Volumetric Flasks, clear glass, Class A, 10 ml.		55	glass ware			
Volumetric Flasks, clear glass, Class A, 5 ml.		8	glass ware			
Volumetric Flasks, clear glass, Class A, 3 ml.		9	glass ware			
Volumetric Flasks, clear glass, Class A, 2 ml.		9	glass ware			
Volumetric Flasks, clear glass, Class A, 1 ml.		10	glass ware			
Volumetric Flasks, amber glass, Class A, 50 ml.		12	glass ware			
Volumetric Flasks, amber glass, Class A, 25 ml.		13	glass ware			
Volumetric Flasks, amber glass, Class A, 10 ml.		15	glass ware			
PYREX glass bottles, clear, 4l		1	glassware			
PYREX glass bottles, clear, 2l		17	glassware			
PYREX glass bottles, clear, 1l		18	glassware			
PYREX glass bottles, clear, 500ml		23	glassware			
PYREX glass bottles, clear, 250ml		16	glassware			
PYREX glass bottles, clear, 100l		23	glassware			
PYREX glass bottles, amber, 1l		5	glassware			
PYREX glass bottles, amber, 500ml		1	glassware			
PYREX glass bottles, amber, 250ml		1	glassware			
PYREX glass bottles, amber, 100ml		1	glassware			

2/17/10

Vion Pharmaceuticals, Inc.
 Surplus Inventory List
 Location Name: Microbiology Laboratory (3rd Fl)
 Inventory Performed: December 2009

Equipment Name	Model #	Quantity	Category	Notes	Asset Tag #	QC Tag #	Room #
Frigidare Refrigerator	FRT21MRC00	1	fridge/freezer	May-95	728		
Whirlpool Designer Style Refrigerator	ET23D/C0W04	1	fridge/freezer	Sep-96		QC-242	
Harris Ultra Low w/chart recorder	ELI-25V-46A14	1	freezer				
Power Scientific Glass Door Refrigeration	CSS4SD	1	fridge		202		
Rollin incubator Bello	7726-090DS	1	incubator		1905		
Lab Line Orbil Shaker, floor model	3526	1	shaker		1227		
Biliups Rothenberg Modular Incubator Chamber	1105	1	shaker		518		
Microfluidizer - Model #1105	3520	1	CO2 incubator		896		
Lab Line Orbil Shaker	HSD501D-ABA	1	bio hood		1286		
Harris CO2 incubator, water-jacketed	SG-600	1	fridge/freezer				
Stergard Hood - The Baker Co.	TBX04JABRRWV	1	freezer				
GE Refrigerator	ELT-25N-85SD95	1	transilluminator	camera, UV box, cabinet	1259 & 1256		
Harris Ultra Low		1					
NucleoVision Nucleotech - UV Transilluminator w/camera		1					
Gateway 2000 Monitor - Attach to Nucleo		1					
Sony Digital Graphic Printer	VPD890	1	plate reader				
NucleoVision 48K Max CPU		1	computer				
L-max plate luminometer (Molecular Devices)	prototype	1	microscope		1284		
HP Laserjet 1100 Printer	AX70	1	microscope		1284		
Olympus Provis Fluorescent Microscope	PM-30	1	microscope		1284		
Olympus PM30 Exposure Control US	U-95	1	microscope		1284		
Olympus U-95	BH2-RR-TS	1	microscope		1270		
Olympus Mercury Burner		1	computer				
SV-Micro Scout Vision, digital adaptor for camera		1	computer				
NEC Monitor MultiSyn		1	computer				
Apple G4 tower (Bioscopes)		1	cart				
Desk		1	office				
3 Tier Cart - Grey/Plastic		1	office				
White Board Large		1	office				
Lab Chairs - Black		8	chairs				
Lab Chairs - Black		1	water purification				
Millipore RO12 Plus Water Filter System - 2 Tanks		1	water purification				
Millipore Q plus PF ultra pure water system		1	agar sterilizer		1906		
New Brunswick Scientific AS10 Aggr Sterilizer	AS-10	1	plate pourer		1906		
New Brunswick Pourmate	IMP-1000	1	stirr plate	working			
Thermolyne Alumox Stirr plate		1	transilluminator				
YWR Scientific UV transilluminator	VWR LM-20E	1	polaroid camera		740		
Polaroid Direct Screen Instant Camera w/2 hoods	PS94 w/EP H-5,H-7	1	safety				
Face Shield, full face plastic		1	pipet-aid				
Pipet-aid, diamond Scientific		1	office	hallway			Hallway
Desk		2	ice machine		1368		Room #3
Ice machine, Scotsman FTB-250		1	freezer		1271	QC-169	Room #3
LabLine Cool Lab Freezer	3767	1	refiler	brand new			
Lab Line Maxi Rocker	4638	1	pipetter				
Pipetstar Pipeman set (Gilson)	P20, P100, P200, P1	5	pipetter				
Pipetstar Pipeman (Gilson)	P1000	1	pipetter				
National Microscope		1	microscope		742		
Vortex Genie 2		2	Vortex				
Chaus Scale Expander	E00640	1	scale	max: 62g, d=0.1mg	1261		
Sartorius Scale	TE601	1	scale	max: 610g, d=0.1g			
Chiaus scale Portable Advance	CT200	1	scale	capacity: 202.40.1g	741		

Vion Pharmaceuticals, Inc.
 Surplus Inventory List
 Location Name: Molecular Biology Laboratory (4rd Fl)
 Inventory Performed: December 2009

Equipment Name	Model#	Quantity	Category	Notes	Asset Tag #	QC Tag #	Room #
Innova 4000 Incubator Shaker - New Brunswick Scientific	Innova 4000	1	shaker		1284		
Edvotek Shaking Water Bath	SRWB 10A	1	water bath	117V 6A	1395		
Touch Down Hybrid - w/3 blocks	HBTD5M0505110S	1	PCR		1210+1211		
Savant Speed Gel Dryer	SG210D-120V	1	gel dryer		196		
Safety Cabinet - White/Metal		1	safety cabinet				
Electrophoresis Power Supply (ISCO)	ISCO 493	1	power supply		681		
Eppendorf Centrifuge 5415C	5415C	1	centrifuge	not in working condition	21		
Eppendorf Centrifuge 5415C	5415C	1	centrifuge	not in working condition	732		
VWR Scientific Standard Heat Bloc	13259-050	4	heat block	needs block			
Cole Parmer Instrument Aspirator Pump	7949-00	1	aspirator pump		795		
Chalk Board		1	office				
4 Shelve Rack - Stainless Steel		1	office				
Eppendorf Centrifuge 5415D	5415D	1	centrifuge	working			
Eppendorf Centrifuge 5415C	5415C	1	centrifuge				
Vortex Genie 2	G-560	3	vortex				
Pipetter, Pipetman (Gilson) se w/stand, one each	P10, P20, P100, P200, P1000	1	pipetter	calibrated			
Pipetter, Pipetman (Gilson)	P20	1	pipetter	calibrated			
Pipetter, Pipetman (Gilson)	P1000	1	pipetter	calibrated			
Accu-jet pipette controller (BrandTec Sci.)		1	pipette aid				
Kenmore Microwave Oven		1		turntable brocken			
Precision Model 181 Stainless Steel Water Bath	66557	1	water bath	amb +5°C to 100°C			
Precision Model 188 Stainless Steel Water Bath (2 baths)	66552	1	water bath	amb +5°C to 100°C			
3 Shelve Rack		1					
Corning Stirrer Plate	PC-410	3	stirr plate		26, 27		
Corning Stirrer/ Hot Plate	PC-620	1	stirr plate				
VWR light box/ transilluminator	VWR TW-26	1	transilluminator				
Beckman GS-6R Centrifuge	GS-6R	1	centrifuge				
Brinkman Lauda RM6, circulating water bath	RM 6 S	1	water bath		177		
Universal Vacuum System UVS400 (Savant)	UVS 400	1			193		
Speed Vac Plus SC110A (Savant)	SC110A	1			194		
Bio-Rad Power Pac 300	power pack 300	4	power supply		187, 188		
Bio-Rad Power supply model 1000/500		1	power supply		188		
Bio-Rad Power supply model 200/2.0		1	power supply		188		
Owl easy cast, electrophoresis system	BZ	2	electrophoresis				

AP

Life technologies, electrophoresis system Horizon 58	Horizon 58	4	electrophoresis		
DNA plus, USA Scientific electrophoresis system			electrophoresis incubator		
Roll-In Incubator - Beilco Biotechnology	7728-06005	1	incubator		729
Admiral Signature Series Refrigerator	HMG501040	1	fridge/freezer		169
Taylor WartonRS series Cryogenic Storage Tank	4800 RS	1	LN storage		701
Nikon Diaphot, Phase Contrast Microscope ELWD 0.3		1	microscope		
Cole Parmer Instrument Aspirator Pump	7049-00	1	pump		738
MVE Cryogenics XLC440		1	LN storage	automatic feed	703
Ohaus Portable Advance Balance	CT1200-S	1	balance	capacity 1200 x .1g	
Pipetter, Pipetman (Gilson)	P10	1	pipetter		
Pipetter, Pipetman (Gilson)	P20	2	pipetter		
Pipetter, Pipetman (Gilson)	P100	2	pipetter		
Pipetter, Pipetman (Gilson)	P200	2	pipetter		
Pipetter, Pipetman (Gilson)	P1000	4	pipetter		
Pipetter, Eppendorf Reference	2500	1	pipetter		
Pipetter, VWR brand, 10-100ul		1	pipetter		
Pipetter, Oxford	P-7000	1	pipetter		
Pipetter, Oxford BenchMate, 100-1000ul		1	pipetter		
Pipetter, USA Scientific, 1-5ml		1	pipetter		
HandyStep electronic repetitive pipette, (BrandTech sci.)	7050 12	1	pipetter		
Power scientific fridge,	CS525DF	1	fridge		1284
Eppendorf Centrifuge 5414	5415	1	micro centrifuge	old	
LabLine Titer Plate Shaker	4626	1	shaker		
4 Drawer File Cabinet		1	office		1304
Clay Adams Nutator (Becton Dickinson)	421105	1	shaker		
Eppendorf Centrifuge 5415C	5415C	1	micro centrifuge		794
UV Stratalinker 2400 (Stratagene)	400075	1	micro centrifuge		533
Mettler AC100 Balance		1	balance		695
Ohaus Navigator balance	N08110	1	balance	max: 810g, d=0.1g	
Thermolyne Cimarec 3 stirrer/Hot Plate	SP47235-60	1	stirrer		
Corning pH Meter 320	320	1	pH meter		
W.M. B. Johnson Geiger Counter	HP-265	3	geiger counter		1459
Ludlum Measurements survey meter, Model B3	model 3	1	geiger counter		
Frigidare Gallery fridge freezer	FRT24RGCWO	1	fridge/freezer	Mfd 03-95	207
Beckman Avanti J-25 Centrifuge		1	centrifuge		
Harris -80° freezer	SLT-21V-35A14	1	freezer		170
Beckman LE80 UltraCentrifuge		1	centrifuge		
Beckman JA-10 rotor, 10,000rpm		1	centrifuge rotor		
Beckman NVT 65 rotor, 65,000 rpm		1	centrifuge rotor		
Beckman SW 28 rotor, 28,000 rpm		1	centrifuge rotor		
Beckman JA-25.5 rotor, 25,000rpm		1	centrifuge rotor		
Puffer Hubbard Refrigerator	IUF 1821ABA	1	fridge		79

Branson-sonication bath 1510	1510R-MTH	1	sonication		TC
VWR UV transilluminator	VWR LM-20E	1	UV box		
Polaroid camera w/ 2 hoods	DS34/EP H-7, EP H-12	1	camera		
Plastic Cart		1	cart		
Metal Shelve		1	office		
Harris CO2 Incubator, water-jacketed	HSO501D-ABA	1	CO2 incubator	513	TC
Baker Sterigard II Hood, Class II, Type A/83	SG-400	1	bio hood	179	TC
Cole Parmer Instrument Aspirator Pump	7049-00	1	pump		TC
Nikon TMS Microscope		1	microscope	280	TC
Precision 180 Series Water Bath	66648	1	water bath	amb +5°C to 100°C	TC
Finnpipette		6	pipetter	could not find	
4 Shelve Rack - Black		1	office		
White Board		1	office		
Lab Chairs - Black Vinyl		4	chair		
Lab Chairs - Black Cloth		1	chair		
Lab Chairs - Burgundy Cloth		3	chair		

Vion Pharmaceuticals, Inc.

Surplus Inventory List

Location Name: Radiation Room (4rd Fl)

Inventory Preformed: December 2009

Equipment Name	Model#	Quantity	Category	Notes	Asset Tag #	QC Tag #	Room #
Bruker NMR AC-300 SPZ; with data processor is Tecmag Oxford Cryomagnetic System.							
The Belly Dancer Stovall Life Sci. - hybridization water bath	BDHWB115	1	water bath/shaker		183		
Pipetter - Pipetteman (Rainin)	P2	1	pipetter				
Pipetter - Pipetteman (Rainin)	P10	3	pipetter				
Pipetter - Pipetteman (Rainin)	P20	3	pipetter				
Pipetter - Pipetteman (Rainin)	P100	3	pipetter				
Pipetter - Pipetteman (Rainin)	P200	4	pipetter				
Pipetter - Pipetteman (Rainin)	P1000	3	pipetter				
Pipetter - Eppendorf, 0.5-10ul	4710	1	pipetter				
Pipetter, Eppendorf repeater plus		1	pipetter				
Vortex Genie 2	G-560	2	vortex				
VWR Scientific Standard Heat Bloc	13259-030	1	heat block				
WM. B. Johnson Geiger Counter	GSM-115	1	geiger counter		1459		
Clay Adams Nutator (Becton Dickinson)	421105	1	shaker				
Sterigard Hood, Baker,	SG-600	1	bio hood		673		
Cole Parmer Instrument Aspirator Pump	7049-00	1	pump		739		
Electric Pipettor (Drummond)		1	pipet aid				
Pipet aid only Pump (Drummond)		1	pipet aid				
Packard Instant Imager Electronic Autoradiography	A2024000	1	scintillation counter		1285		
3 Shelve Cart - Stainless Steel	LS6500	3	cart				
Beckman Scintillation Counter LS6500 System	WY-160, P70RA	1	scintillation counter			QC-183	
Wyse Monitor + Beckman Printer for LS6500 system		1					
1 Desk - Gray		1	office				
Consolidated Autoclave	SSR-5A-PB	1	autoclave	working	1252		
Barnstead Autoclave		1	autoclave	not working	517		
Plastic Cart		2	cart				
Fisher Scientific Dry Bath Incubator/ heat block	11-718-4	1	heat block				
WPI Sp1001 Syringe Pump (for Mass spec)	100	1	shaker		1352		
Boekel The Jitterbug - Model 130000	130000	1	centrifuge		19, 733		
Eppendorf Centrifuge 5415C	5415C	2	centrifuge		1285		
Acer Monitor, Printer, CPU		1	printer		68		
Bellco Glass Autoclave Micro Hybridization Oven	7930-00110	1					

Bellco incubation glass bottles for Hybridization oven Labline Instrument rocker Sandusky Metal Cabinet Bellco Hood, Hepaire* Crumair Air sampling chamber Gast Air Compressor - Model #D0A-V723-AA-PDS0603 Lead block/probe holder to count air samples VWR Scientific Heat Block Lab Chairs - Blue Vinyl plexiglass chamber-big plexiglass chamber-small plexiglass shield	4x50mL, 4x100mL, 2x150mL, 2x200mL 4635 7553-19 13259-007	1 1 1 1 1 1 2 3 1 1 2	rocker office bio hood for air sampling chamber PO#20411	175 699 31, 30
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2

Vion Pharmaceuticals, Inc.
 Surplus Inventory List
 Location Name: Chemistry Laboratory (4rd Fl)
 Inventory Performed: December 2009

Equipment Name	Quantity	Asset Tag #	QC Tag #
4 Shelf Rack - Red	1		
Black Board	1		
Norlab Hood - Model 375	12		
Cole Parmer Instrument Aspirator Pump	2		
Thermolyne Stirrer Hot Plate	3		
Corning Stirrer Hot Plate	1	1361	
Labconco	1	1200	
Edward Vacuum Pump	1	1384	
Buchi Water Bath 8-480	1		
Precision Stainless Steel Water Bath	1	1392	
Brinkmann Vacuum Aspirator - Model #B-169	1	608	
Buchi Rotavapor - R114	1		
Mel Temp Lab Detector	1		
Shanghai Optical Instrument	1		
Vortex-2 Genie	1	1367	
Rotary Stirrer	1		QC-110
Eppendorf Centrifuge 5415C	1		
VWR Scientific Standard Heat Bloc	1		
Corning Hot Plate Stirrer	4		
Buchi Rotavapor - R114	1	23	
Hydrogenation Apparatus	1	73	
Master Heat Gun	1		
Vortex-2 Genie	1		
Cole Parmer Instrument Aspirator Pump	1	578	
Buchi Rotavapor - R114	1	22	
Bioclamatic Purification System	1	1233	
Plastic Cart	1		
VWR Scientific Transilluminator	1	736	
Ohaus Portable Advance	3		
Vortex-2 Genie	1		
KNF Lab Filtration Pump	1		
Fowler Gage Port	1	522	
Satorius TE601	2		
Corning Hot Plate Stirrer	3		
Isotemp Fisher Scientific Refrigerator/Freezer	1	1415	
Revco Thermo Electronic Corp. Refrigerator	1	1458	
Revco Thermo Electronic Corp. Refrigerator/Freezer	1	1454	

Flammable Cabinets - Yellow/Metal, large				
Flammable Cabinets - Yellow/Metal, small				
4 Shelve Rack - Black	1			
Refrigerator	1	181		
Labconco Freezer Dry System	1			
Ohaus Analytical Plus	1	576		
Mettler Toledo PB903	1	804		
Ohaus Precision Plus	1	532		
N-EVAP Organomation Analytical Evaporator	1	1224		
N-EVAP 112	1			
Thermolyne Stirrer Hot Plate	1			
Glas-Col PowerTrol Chemglass	1	1350		
BirchRack Laboratory Lattice System	1			
Blue M Stabil-Therm Dry Type Bacteriological Incubator	1			
Cole Parmer Instrument Aspirator Pump	2			
Precision Economy Oven	1			
Trivac & Virtis Advantange	1	1247		
Panasonic Printer - Model #KX-F1131	1			
Hewlett Packard 8453	1			
Orec Osmonics Company	1			
Corning Hot Plate Stirrer	1			
Buchi Rotavapor - R114	1	516		
Self Cleaning Dry Vac - Model #2026	1	1436		
Plastic Cart	1			
Edward Vacuum Pump	1			
Viewsonic E771 Monitor	1			
Compaq	1	1324		
Hewlett Packard Series 1110	1			
Surveyor & Finnigan LTQ - Thermo Finnigan - 3pcs.	1	1357		QC-218 - QC-220
Thermo Finnigan HPLC pump	1			
Thermo Finnigan HPLC autosampler	1			
Thermo Finnigan UV-VIS Detector	1			
Inus System B-RAM, Radiocromatography Detector, IN/US Systems				
Dell Computer & Flat Screen Monitor	1	1255		QC-162
HP Laserjet 2300d Printer	1	1357		QC-222
Optiquest Monitor	1			QC-221
Bunker AC300	1			
Aspect 3000	1			
Dell Computer & Flat Screen Monitor	1			
Hewlett Packard Laserjet 4	1			QC204
2 Drawer File Cabinet	1			
Lab Chairs - Black Vinyl	8			
Lab Chairs - Red Cloth	1			

Vion Pharmaceuticals, Inc.
Surplus Inventory List
Location Name: Cubicle (4rd Fl)
Inventory Performed: December 2009

Equipment Name	Model#	Quantity	Category	Notes	Asset Tag #	QC Tag #	Room #
Isotemp Plus Refrigerator, Fisher	13-986-126	1	fridge	calibrated	1350	210	
Chart recorder, Fisher	13-986-220A		fridge	calibrated		255	
Isotemp Plus Refrigerator, Fisher	13-986-126R	1	fridge	calibrated	1355	211	
Isotemp Plus Refrigerator, Fisher	13-986-126R	1	fridge	calibrated	1336	215	

Lessor: Avaya Financial Services
 Lessee: Vion Pharmaceuticals, Inc.
 Customer #: x273670
 Lease #: 00010
 Eq. Unit #: 001
 Eq. Description: merlin magix
 Eq. Location: 4 science park, new haven, CT 06511

Tom 203 672 4577

Qty	Part	Description
1	10819000	MERLIN MAGIX 4450 DSG-BLK
1	10830000	MERLIN MAGIX 412 TDL MODULE
1	10842000	MERLIN MAGIX 4424LD+ DISP-BLK
2	10851365	MERLIN MAGIC 100 DSG/CSU MOD
3	10854134	MERLIN LEG CLAMHELL HOUSING
1	108574427	MERLIN/LEGEND EXPANSION UNIT
1	108719121	MRLN MGX DOC WIN BPM R4 KIT
1	108719154	MLGND TO MMAGX R1.5 HDWR
1	108522377	MRLN MGX DOC MTN
10	407036461	147D AC LINE SURGE PROTECTOR
12	110215	REUSE ENGL4PR CATV/CATS NON-SA

Lease #: 00010
 Eq. Unit #: 002
 Eq. Description: merlin mail standstone
 Eq. Location: 4 science park, new haven, CT 06511

Qty	Part	Description
1	108491906	MERLIN MESSAGING R1 4PT CARD
1	108614916	MERLIN MESSAGING MODULE R2.0
1	108679770	MRLN MSGNG DOC CD ROM

Lease #: 00030
 Eq. Unit #: 001
 Eq. Description: merlin sets & packs
 Eq. Location: 4 science park, new haven, CT 06511

Qty	Part	Description
1	81011	MM 013 MLX017A54
13	3156-028	LEGEND MLX-1G 7712-001 BLACK
3	3156-008	LEGEND MLX-100P 190N SET BLACK
1	3276-030	HEADSET EARST STARTER
1	3124-HIC	0416 D+ M16424D

DESK Phones =

AVAYA MLX-100 = ~~10~~ 50

~~_____~~
AVAYA 4424LD = 1

8

Exhibit B

Proposed Sale Order

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

----- X	
<i>In re:</i>	: Chapter 11
	: :
VION PHARMACEUTICALS, INC.,	: Case No. 09-14429 (CSS)
	: :
Debtor. ¹	: Re: Docket No. _
	: :
----- X	

**ORDER APPROVING DEBTOR’S MOTION PURSUANT TO SECTIONS 105 AND 363
OF THE BANKRUPTCY CODE AND BANKRUPTCY RULES 2002, 6004, AND 9006
FOR AN ORDER AUTHORIZING (I) THE SALE OF CERTAIN EQUIPMENT FREE
AND CLEAR OF LIENS, CLAIMS, AND ENCUMBRANCES AND
(II) GRANTING RELATED RELIEF**

This matter coming before the Court on the Motion (“Motion”)² filed by the above-captioned debtor and debtor in possession (the “Debtor”) authorizing it to sell certain of the Debtor’s equipment (the “Equipment”) pursuant to the Purchase and Sale Agreement, (“Purchase Agreement”) attached hereto as Exhibit 1, free and clear of liens, claims, and encumbrances; the Court having reviewed the Motion; and the Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334; and consideration of the Motion and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided to the parties listed in the Motion, and it appearing that no other or further notice need be provided; and the Debtor having demonstrated good, sufficient, and sound business reasons and justifications for approving the Motion; approval of the Purchase Agreement being within the sound discretion of the Court; and

¹ The Debtor in this case, along with the last four digits of the federal tax identification number for the Debtor, is Vion Pharmaceuticals, Inc. (1221). The Debtor’s corporate offices are located at 4 Science Park, New Haven, Connecticut 06511.

it appearing that the relief requested in the Motion being fair and equitable and in the best interests of the Debtor's estate and its creditors; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED.
2. The sale of the Equipment to Heritage Partners ("Heritage") pursuant to the Purchase Agreement is hereby approved pursuant to section 363(b) of the Bankruptcy Code.
3. Pursuant to section 363(f) of the Bankruptcy Code, the Equipment shall be sold to Heritage free and clear of all liens, claims, encumbrances, and interests.
4. The Debtor is authorized to execute, deliver, implement, and fully perform any and all obligations, instruments, documents, and papers and to take any and all actions reasonably necessary to consummate the sale of the Equipment and perform any and all obligations contemplated herein.
5. Heritage is a good faith purchaser under section 363(m) of the Bankruptcy Code and, as such, is entitled to all of the protections afforded thereby.
6. This Order shall be effective immediately upon entry and without the need for the execution of any further documents.

² Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Motion.

7. The Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, and/or enforcement of the Purchase Agreement.

Dated: _____, 2010
Wilmington, Delaware

THE HONORABLE CHRISTOPHER S. SONTCHI
UNITED STATES BANKRUPTCY JUDGE