

**SECURITIES AND EXCHANGE COMMISSION**  
WASHINGTON, D.C. 20549

**SCHEDULE 13D**  
(Rule 13d-101)

INFORMATION TO BE INCLUDED IN STATEMENTS FILED PURSUANT TO  
RULE 13d-1(a)  
AND AMENDMENTS THERETO FILED PURSUANT TO RULE 13d-2(a)  
(Amendment No. 3)

**SuperGen, Inc.**

(Name of Issuer)

**Common Stock, par value \$0.001 per share**

(Title of Class of Securities)

**637184 10 - 8**

(CUSIP Number)

**Jose M. de Lasa**  
**Senior Vice President, Secretary**  
**and General Counsel**  
**Abbott Laboratories**  
**100 Abbott Park Road**  
**Abbott Park, Illinois 60064-6400**  
**(847) 937-8905**

(Name, Address and Telephone Number of Persons  
Authorized to Receive Notices and Communications)

**March 4, 2002**

(Date of Event Which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition which is the subject of this Schedule 13D, and is filing this schedule because of Rule 13d-1(e), 13d-1(f) or 13d-1(g), check the following box o

Page 1

CUSIP No. 637184 10-8

13D

1 Name of Reporting Persons. S.S. or I.R.S. Identification Nos. of Above Persons (Entities Only)

Abbott Laboratories (#36-0698440)

2 Check the Appropriate Box if a Member of a Group\* (a) // (b) //

3 SEC Use Only

4 Source of Funds\*

WC

5 Check if Disclosure of Legal Proceedings is Required Pursuant to Items 2(d) or 2(e)

6 Citizenship or Place of Organization

Number of Shares Beneficially Owned by Each Reporting Person With	7	Sole Voting Power
		1,115,212 shares of Common Stock
	8	Shared Voting Power
		0
	9	Sole Dispositive Power
		1,115,212 shares of Common Stock
	10	Shared Dispositive Power
		0

11 Aggregate Amount Beneficially Owned by Each Reporting Person  
1,115,212 shares of Common Stock

12 Check if the Aggregate Amount in Row (11) Excludes Certain Shares\*

13 Percent of Class Represented by Amount in Row (11)  
3.4%

14 Type of Reporting Person\*  
CO

Page 2

This Amendment No. 3 (this "Amendment") amends and supplements the Schedule 13D filed by Abbott Laboratories, an Illinois corporation ("Abbott") on January 5, 2000 (the "Original Schedule 13D"), as subsequently amended on February 8, 2000 ("Amendment No. 1"), and as subsequently amended on June 2, 2000 ("Amendment No. 2") with respect to shares of Common Stock, par value \$0.001 per share, of SuperGen, Inc., a Delaware corporation (the "Issuer"). Capitalized terms used but not otherwise defined in this Amendment shall have the meanings assigned to those terms in the Original Schedule 13D.

#### ITEM 5. INTEREST IN SECURITIES OF THE ISSUER

(a) Abbott may be deemed to be the beneficial owner of 1,115,212 shares of Common Stock (the "Shares"), representing approximately 3.4% of the outstanding shares of the Common Stock. As of March 4, 2002, Abbott is no longer the beneficial owner of 28,424,125 shares of Common Stock subject to the Option disclosed in the Original Schedule 13D. On March 4, Abbott and SuperGen terminated their alliance for the distribution and marketing of SuperGen's oral cancer drug rubitecan, as well as the associated stock purchase agreement, which included Abbott's rights to the Option that was disclosed in the Original Schedule 13D.

(b) Abbott has sole power to vote or to direct the vote and the sole power to dispose or to direct the disposition of the Shares.

(c) Abbott has not effected any transactions in the Common Stock in the past 60 days.

(d) No one other than Abbott is known to have the right to receive or the power to direct the receipt of dividends from, or the proceeds from a sale of, the Shares.

(e) On March 4, 2002, Abbott ceased to be the beneficial owner of more than 5% of the Common Stock.

#### ITEM 6. CONTRACTS, ARRANGEMENTS, UNDERSTANDINGS OR RELATIONSHIPS WITH RESPECT TO SECURITIES OF THE ISSUER

On March 4, 2002, Abbott and SuperGen entered into a Termination and Release Agreement ("Termination Agreement") by which Abbott and SuperGen agreed to terminate the Worldwide Sales, Distribution, and Development Agreement (filed as Exhibit 99.3 to Amendment No. 2) and the Common Stock and Option Purchase Agreement (filed as Exhibit 99.1 to Amendment No. 2). This summary of the principal terms of the Termination Agreement does not purport to be complete and reference is made to the full text of the Termination Agreement which is filed as an exhibit to this statement and is incorporated herein by this reference.

#### ITEM 7. MATERIAL TO BE FILED AS EXHIBIT

Exhibit No.	Description
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**SIGNATURE**

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Dated: March 7, 2002

ABBOTT LABORATORIES

By: /s/ THOMAS C. FREYMAN

Name: Thomas C. Freyman  
Title: Senior Vice President, Finance  
and Chief Financial Officer

## QuickLinks

[ITEM 5. INTEREST IN SECURITIES OF THE ISSUER](#)

[ITEM 6. CONTRACTS, ARRANGEMENTS, UNDERSTANDINGS OR RELATIONSHIPS WITH RESPECT TO SECURITIES OF THE ISSUER](#)

[ITEM 7. MATERIAL TO BE FILED AS EXHIBIT](#)

[SIGNATURE](#)

## TERMINATION AND RELEASE AGREEMENT

This Termination and Release Agreement (this "Agreement") dated as of March 4, 2002 (the "Effective Date") is entered into by and between SuperGen, Inc. ("SuperGen"), a California corporation with a principal office at 4140 Dublin Boulevard, Suite 200, Dublin, California 94568, and Abbott Laboratories ("Abbott"), an Illinois corporation with a principal office at 100 Abbott Park Road, Abbott Park, Illinois 60064. SuperGen and Abbott are referred to herein collectively as the "Parties" and individually as a "Party".

WHEREAS, SuperGen and Abbott are parties to the Worldwide Sales, Distribution, and Development Agreement between SuperGen and Abbott, dated as of December 21, 1999 and as amended to date (the "Sales Agreement");

WHEREAS, SuperGen and Abbott are parties to the Common Stock and Option Purchase Agreement between Abbott and SuperGen, dated as of December 21, 1999 and as amended to date (the "Stock Purchase Agreement");

WHEREAS, SuperGen and Abbott are parties to the U.S. Distribution Agreement between SuperGen and Abbott, dated as of December 21, 1999 and as amended to date (the "U.S. Distribution Agreement");

WHEREAS, the Parties wish to terminate the Sales Agreement and the Stock Purchase Agreement; and

WHEREAS, the Parties wish to release any claims relating to the Sales Agreement and/or the Stock Purchase Agreement.

NOW, THEREFORE, the Parties agree as follows:

### 1. Definitions

**1.1. "Affiliate"** shall mean, with respect to any entity, any other entity Controlling, Controlled by or under common Control with the first entity. For the purposes of this Section 1.1, Control shall mean the ownership of 50% or more of any class of capital stock of any entity, an interest in 50% or more of the profits of any entity or the possession of the power to direct the activities of an entity, whether by contract or otherwise.

### 2. Termination and Release

**2.1. Termination of Sales Agreement.** In consideration of mutual releases, covenants, agreements and/or other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree to terminate the Sales Agreement effective as of the Effective Date.

**2.2. Termination of Stock Purchase Agreement.** In consideration of mutual releases, covenants, agreements and/or other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree to terminate the Stock Purchase Agreement effective as of the Effective Date.

**2.3. SuperGen Release of Abbott.** In consideration of mutual releases, covenants, agreements and/or other good and valuable consideration, the receipt of which is hereby acknowledged, SuperGen, for itself and for its Affiliates and for its and their respective administrators, successors, assigns, officers, directors, employees, and trustees (all of the foregoing being referred to in this paragraph as "*Releasors*") release, acquit and forever discharge Abbott, its Affiliates and its and their administrators, successors, assigns, officers, directors, employees, attorneys, and trustees (all of the foregoing being referred to in this paragraph as "*Releasees*") from all obligations to the Releasors, including all unpaid milestone obligations whether asserted or unasserted, arising under or relating to the Sales Agreement or the Stock Purchase Agreement, including the termination thereof, *provided, however*, that nothing contained herein is intended to or shall release the Releasees from any and all obligations set forth in this Agreement.

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**2.4. Abbott Release of SuperGen.** In consideration of mutual releases, covenants, agreements and/or other good and valuable consideration, the receipt of which is hereby acknowledged, Abbott, for itself and for its Affiliates and for its and their respective administrators, successors, assigns, officers, directors, employees, and trustees (all of the foregoing being referred to in this paragraph as "*Releasors*") release, acquit and forever discharge SuperGen, its Affiliates and its and their respective administrators, successors, assigns, officers, directors, employees, attorneys, and trustees (all of the foregoing being referred to in this paragraph as "*Releasees*") from all obligations to the Releasors arising under or relating to the Sales Agreement or the Stock Purchase Agreement, including the termination thereof, *provided, however*, that nothing contained herein is intended to or shall release the Releasees from any and all obligations set forth in this Agreement.

**2.5. Fees and Expenses.** The Parties shall each bear the fees and expenses of its counsel and their own out-of-pocket costs in connection with this Agreement.

### 3. Settlement of Outstanding Fees

**3.1. Development Fees.** SuperGen currently owes Abbott the sum of one million six hundred thousand dollars (\$1,600,000) in connection with development work that has been funded by Abbott under the Sales Agreement (referred to herein as "*Development Fees*"). The Development Fees shall be reimbursed by SuperGen as follows: (i) eight hundred eighty thousand three hundred sixty-five dollars (\$880,365) shall be deducted from Abbott's payment of fees owed to SuperGen for 2001 fourth quarter sales of Nipent® (Pentostatin) pursuant to the U.S. Distribution Agreement; and (ii) the remaining seven hundred nineteen thousand six hundred thirty-five dollars (\$719,635) shall be paid by SuperGen to Abbott within ten (10) days of the Effective Date.

**3.2. Reconciliation.** In the event SuperGen presents evidence within thirty (30) days of the Effective Date, such evidence to be reasonably acceptable to Abbott, that the amount of Development Fees set forth in paragraph 3.1 is overstated, Abbott shall refund the amount of such overstatement within thirty (30) days of the presentation of such evidence.

### 4. Warranties, Limitation of Liability and Public Statements

**4.1. Limited Warranties.** Each Party hereby warrants that it has the right and authority to enter into and carry out its obligations under this Agreement and that this Agreement has been authorized by all requisite corporate action. Each Party hereby warrants that it shall not enter into any agreement in conflict with

this Agreement.

**4.2. Public Statements.** Each Party hereby agrees not to make any public statement, oral or written, disparaging the other Party with respect to any activity arising under or relating to the Sales Agreement, the Stock Purchase Agreement or the U.S. Distribution Agreement, provided that this Paragraph shall not apply to oral questions, interrogatories, requests for information or other documents required in connection with legal proceedings, subpoenas, civil investigations or other similar processes.

**5. Miscellaneous**

**5.1. Relationship of the Parties.** Nothing herein shall create any association, partnership, joint venture or the relation of principal and agent between the Parties. Each Party is acting as an independent contractor, and no Party shall have the authority to bind any other Party or its representatives in any way.

**5.2. Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and cancels and supercedes all prior negotiations, understandings and agreements relating to the subject matter hereof. The Parties represent and warrant

that, other than the U.S. Distribution Agreement, there is no other agreement or contract relating to the termination of the Sales Agreement and/or the Stock Purchase Agreement or any consideration transferred or to be transferred between the Parties other than as set forth in this Agreement.

**5.3. Waiver and Amendment.** This Agreement may not be amended except pursuant to a written instrument signed by each of the Parties. No right of a Party, and no breach of any terms of this Agreement, can be waived and no election under this Agreement can be made unless such waiver or election is in writing and signed by the Party waiving such right or making such election.

**5.4. Governing Law.** This Agreement shall be governed by the laws of the State of Illinois, without regard to the choice of law principles thereof.

**5.5. Construction and Interpretation.** This Agreement shall be deemed to have been jointly drafted by the Parties, no rules of strict construction against either Party shall be applied. In this Agreement, the word "including" shall be deemed to be followed by "without limitation".

**5.6. Severability.** The provisions of this Agreement are severable. If any such provision shall be held invalid or unenforceable for any reason, such provision shall be replaced with a provision which accomplishes, to the extent possible, the original business purpose of such provision in a valid and enforceable manner. The invalidity or unenforceability of any provision of this Agreement shall not affect any other provision of this Agreement.

**5.7. Assignment.** Each of the Parties shall have the right to assign its rights hereunder only to a surviving entity of a merger with such Party, by operation of law. This Agreement shall be binding on and inure to the benefit of the Parties and their respective successors and permitted assigns.

**5.8. Notices.** Any notice given under this Agreement shall be made in writing by registered mail, return receipt requested, or by overnight courier, and shall be deemed given on the date received.

If to SuperGen:	SuperGen, Inc. 4140 Dublin Boulevard Suite 200 Dublin, California 94568
with a copy to:	Wilson Sonsini Goodrich & Rosati 650 Page ill Road Palo Alto, California 94304-1050
If to Abbott:	Abbott Laboratories 200 Abbott Park Road Abbott Park, Illinois 60064, USA Attention of: President, Hospital Products Division
with a copy to:	Abbott Laboratories Domestic Legal Operations, Dept. 322, Bldg. AP-6 100 Abbott Park Road Abbott Park, Illinois 60064, USA

**5.9. Counterparts.** This Agreement may be executed by facsimile and in one or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute the same agreement.

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IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

Abbott Laboratories

SuperGen, Inc.

By: /s/ CHRISTOPHER BEGLEY

By: /s/ JOSEPH RUBINFELD

Name: Christopher Begley  
Title: President, Hospital Products

Name: Dr. Joseph Rubinfeld  
Title: President—CEO