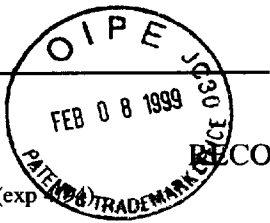


FORM PTO-1595
(Rev. 6-93)



02-19-1999



100967022

J.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

OMB No. 0651-001 (exp)

Attorney Docket No. A-66993/BIR/RMA SOVA-011

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Milos Sovak

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of Conveyance:

Assignment Merger
 Security Agreement Change of Name

Other: _____

Execution Date: January 25, 1999

2. Name and address of receiving party(ies):

Name: Biophysica, Inc.

Address: 3333 N. Torrey Pines Court, Suite 100

La Jolla, CA 92037

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s)

09/186,872

B. Patent No.(s)

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: R. Michael Ananian

Address: Flehr Hohbach Test Albritton & Herbert LLP

Four Embarcadero Center, Suite 3400

San Francisco, CA 94111-4187

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41): \$40.00

Enclosed

Authorized to be charged to deposit account, if necessary

8. Deposit account number:

06-1300

(Attach duplicate copy of this page if paying by deposit account)

02/15/1999 CHDANG 00000037 09186872
04 FC:581 40.00 DP

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

R. Michael Ananian, Reg. No. 35.050
Name of Person Signing

R. Michael Ananian
Signature

February 5, 1999
Date

Total number of pages including cover sheet, attachments and document: 3

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Honorable Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

127292

PATENT
REEL: 9759 FRAME: 0454

ASSIGNMENT

WHEREAS, the undersigned, (1) Milos Sovak, whose address is 3333 N. Torrey Pines Ct. #100, La Jolla, California 92037, (2) Allen L. Seligson, whose address is 1770 Deavers Drive, San Marcos, California 92069, and (3) James Gordon Douglass III, whose address is 4066 Moratalla Terrace, San Diego, California 92130, respectively, have invented certain new and useful improvements in

BIODEGRADABLE NONIONIC CONTRAST MEDIA

and have filed an application for a United States patent on November 4, 1998 bearing Serial No. 09/186,872, disclosing and identifying the invention; and

WHEREAS, Biophysica, Inc. a corporation of the State of California, having a place of business at 3333 N. Torrey Pines Ct. #100, La Jolla, California 92037, hereinafter termed "Assignee"), is desirous of acquiring the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered jointly or severally by said Inventors (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventors to have been received in full from said Assignee:

1. Said Inventors do hereby sell, assign, transfer and convey unto said Assignee, the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply for foreign patents on said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.

2. Said Inventors hereby jointly and severally covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Inventors shall include prompt

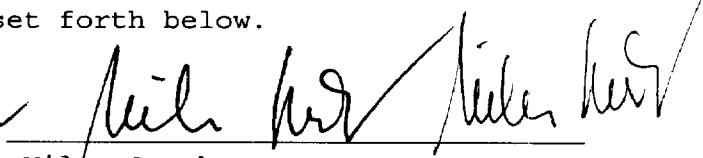
production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventors in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventors, their respective heirs, legal representatives and assigns.

4. Said Inventors hereby jointly and severally warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, the said Inventors have executed and delivered this instrument to said Assignee on the dates set forth below.

Date Jan 25, 99

(1) 
Milos Sovak

Date _____

(2) _____
Allen L. Seligson

Date _____

(3) _____
James Gordon Douglass III