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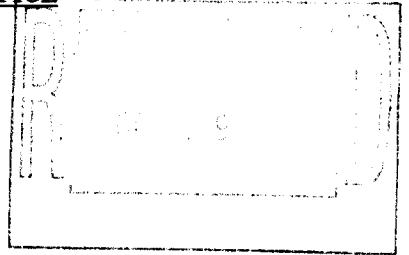
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PATENT ASSIGNMENT COVER SHEET

MMN 10/29/99

Assistant Commissioner for Patents  
Washington, D. C. 20231



Dear Sir:

Please record the attached original document or copy thereof. Total number of pages (with cover sheet): 3

<p>1. Name of Conveying Party(ies): <u>Photogen Technologies, Inc.</u></p> <p>2a. Name and Address of Receiving Party(ies): Name: <u>Photogen, Inc.</u> City: <u>7327 Oak Ridge Highway, Knoxville, Tennessee</u> Country: <u>USA</u></p> <p>2b. Name and Address of Receiving Party(ies): Name: _____ City: _____ Country: _____</p> <p>3. Nature of Conveyance <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date: <u>October 21, 1999</u></p> <p>4. Application Number(s) or Patent number(s) (If this document is being filed together with a new application, the execution date(s) of the application is: _____).</p> <p>4a. Patent Application No.(s) _____</p> <p>4b. Patent No.(s) <u>5,114,703 and 5,496,536</u></p>	<p>5. Name and Address of Party to Whom Correspondence Concerning Document Should be Mailed: <b>Mark J. Murphy, Esq.</b> <b>COOK, ALEX, McFARRON, MANZO,</b> <b>CUMMINGS &amp; MEHLER, LTD.</b> <b>200 West Adams Street, Suite 2850</b> <b>Chicago, Illinois 60606</b></p> <p>6. Total Number of Applications and Patents Involved: <u>Two</u></p> <p>7. Total Fee (37 CFR 3.41): <u>\$ 80.00</u> 7a. <input checked="" type="checkbox"/> Enclosed 7b. <input type="checkbox"/> Authorized to be Charged to Deposit Account</p> <p>8. Deposit Account Number: <u>50/1039</u> (A duplicate copy of this page is attached)</p> <p>9. Statement and Signature: <i>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.</i></p> <p><u>Mark J. Murphy</u> Name of Person Signing                      <i>Mark J. Murphy</i> Signature</p> <p>Date <u>October 26, 1999</u></p>
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DO NOT USE THIS SPACE I hereby certify that this correspondence

is being deposited with the United States Postal Service as first class mail in an envelope addressed to: Assistant Commissioner for Patents, Washington, D.C. 20231, on October 26, 1999

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Cristie m. noll

Date 10/26/99

PATENT  
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# ASSIGNMENT

Whereas, Photogen Technologies, Inc., a corporation, having its principal place of business at 7327 Oak Ridge Highway, Knoxville, Tennessee 37931 (hereinafter called the Assignor) is the owner by assignment of the right, title and interest in and to the patents and patent applications identified in Exhibit A attached hereto and to any and all inventions described or shown therein; and

Whereas, the Assignor assigns the patent rights identified herein to Photogen, Inc. a corporation organized according to the laws of Tennessee, having a place of business at 7327 Oak Ridge Highway Knoxville, Tennessee 37931 (hereinafter "the Assignee"). The rights assigned are Assignor's entire right, title and interest in the invention or improvements disclosed in the patents and patent applications identified in Exhibit A and any and all other applications for United States Letters Patent or foreign letters patent which may be filed, either solely or jointly with others, on the invention or improvements, including all continuations, divisionals, and continuations-in-part, and in any and all United States Letters Patent which may be obtained on any of said applications, and in any reissue or extension thereof. The Assignor also assigns to the Assignee all priority rights under the International Convention for these inventions or improvements.

This assignment in consideration of One Dollar and other good and valuable consideration. the receipt and sufficiency of the consideration which is acknowledged.

Assignor agrees, upon the request and at the expense of the Assignee, to execute any divisional, continuation or substitute application for the invention or improvements, and any oath, declaration or affidavit relating thereto, and any application for the reissue or extension of any Letters Patent that may be granted upon the application. The Assignor agrees to perform, upon request, any affirmative acts to obtain said Letters Patent of the United States or foreign letters patent and to vest in the Assignee all rights therein, so that the Letters Patent will be held and enjoyed by the Assignee, to the full end of the term for which said Letters Patent may be granted as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made.

In testimony whereof, the said Assignor has caused its authorized officer to set its hand and affix its seal below.

John Smolk

Name: JOHN SMOLK  
Title: President

10-21-99

Date

Subscribed and sworn to  
before me this 22 day  
of October, 1999

[Signature]

Notary Public

My Commission expires:

My commission expires July 31, 2002

EXHIBIT A

- (1) U.S. Patent No. 5,496,536
- (2) U.S. Patent No. 5,114,703
- (3) EPO 474785 B1
- (4) AU 639466
- (5) ES 2112836
- (6) JP 2865172 B2
- (7) JP 4506078
- (8) CA 2055594
- (9) DE 69031946

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