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

1. Name of conveying party(ies):
Philippe Maria Clotaire MARGARON; Simon LEONG; Julia G. LEVY; and Anna M. RICHTER

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State Other

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

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

Name: QLT PhotoTherapeutics, Inc.
Internal Address:
Street Address: 520 West 6th Avenue
City: Vancouver, State: B.C. ZIP: V5Z 4H5 CANADA

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

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other:

Execution Date: 22 October 1998; 27 October 1998; 21 October 1998; and 21 October 1998

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) B. Patent No.(s)
09/169,735

Additional numbers attached? Yes No

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

Kate H. Murashige
Morrison & Foerster LLP
2000 Pennsylvania Avenue, N.W.
Washington, D.C. 20006-1888

6. Total number of applications and patents involved: 1

7. Total fee (37 C.F.R. § 3.41): \$40.00

Enclosed
 Authorized to be charged to deposit account, referencing Attorney Docket 273012010700

8. Deposit account number: **03-1952**

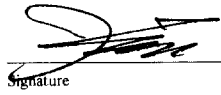
The Commissioner is hereby authorized to charge any fees under 37 C.F.R. § 1.21 that may be required by this paper, or to credit any overpayment to **Deposit Account No. 03-1952**.

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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.

Name: Kawai Lau
Registration No: 44,461

 Signature

November 16, 1999
Date

Total number of pages comprising cover sheet, attachments and document: 3 7

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

THIS ASSIGNMENT, by Philippe Maria Clotaire MARGARON; Simon LEONG; Julia G. LEVY; and Anna M. RICHTER (hereinafter referred to as the assignors), residing at #35 – 7128 – 18th Avenue, Burnaby, British Columbia, V3N 1H1, Canada; #20 – 5298 Oakmount Crescent, Burnaby, British Columbia, V5H 4S2, Canada; #601 – 1490 Pennyfarthing Lane, Vancouver, British Columbia, V6J 4Z3, Canada; and PH1 – 5775 Toronto road, Vancouver, British Columbia, V6T 1X4, Canada, respectively, witnesseth:

WHEREAS, said assignors have invented certain new and useful improvements in MODEL AND METHOD FOR ANGIOGENESIS INHIBITION, set forth in an application for Letters Patent of the United States, bearing Serial No. 09/169,735 and filed on October 9, 1998; and

WHEREAS, QLT PhotoTherapeutics, Inc., a corporation duly organized under and pursuant to the laws of CANADA and having its principal place of business at 520 West 6th Avenue, Vancouver, British Columbia, V5Z 4H5 CANADA (hereinafter referred to as the assignee) is desirous of acquiring the entire right, title and interest in and to said inventions and said application for Letters Patent of the United States, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefor and thereon:

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient considerations, the receipt of which is hereby acknowledged, said assignors have sold, assigned, transferred and set over, and by these presents does sell, assign, transfer and set over, unto said assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions, application for Letters Patent, and any and all Letters Patent or Patents in the United States of America and all foreign countries which may be granted therefor and thereon, and in and to any and all divisions, continuations and continuations-in-part of said application, or reissues or extensions of said Letters Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by said assignee, for its own use and the use of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted, as fully and entirely as the same would have been held and enjoyed by the assignors, had this sale and assignment not been made.

AND for the same consideration, said assignors hereby covenant and agree to and with said assignee its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, said assignors are the sole and lawful owners of the entire right, title and interest in and to said inventions and the application for Letters Patent above-mentioned, and that the same are unencumbered and that said assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, said assignors hereby covenant and agree to and with said assignee, its successors, legal representatives and assigns, that said assignors will, whenever counsel of said assignee, or the counsel of its successors, legal representatives and assigns, shall advise that any proceeding in connection with said inventions, or said application for Letters Patent, or any proceeding in connection with Letters Patent for said inventions in any country, including interference proceedings, is lawful and desirable, or that any division, continuation or continuation-in-part of any application for Letters Patent or any reissue or extension of any Letters Patent, to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent for said inventions, without charge to said assignee, its successors, legal representatives and assigns, but at the cost and expense of said assignee, its successors, legal representatives and assigns.

AND said assignors hereby request the Commissioner of Patents to issue said Letters Patent of the United States to said assignee as the assignee of said inventions and the Letters Patent to be issued thereon for the sole use of said assignee, its successors, legal representatives and assigns.

Oct 22 98
Date Philippe Maria Clotaire MARGARON

Oct 27/98
Date Simon LEONG

Oct 21/98
Date Julia G. LEVY

Oct. 21/98
Date Anna M. RICHTER