

08-14-2001

TO THE COMMISSIONER FOR PATENTS AND TRADEMARKS

and address of receiving party(ies):

1. Name of conveying party(ies): (If multiple numerically)

IMPERIAL BANK

8-201



101811571



Name: Alliance Pharmaceutical Corp.  
Internal Address: Legal Department  
Street Address: 3040 Science Park Road  
City: San Diego State: CA ZIP: 92121

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

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

2. Nature of conveyance:

- Assignment
- Merger
- Release of Security Interest
- Change of Name
- Other:

Execution Date: (If multiple assignors, list execution dates in numerical order corresponding to numbers indicated in 1 above)

- 1. June 20, 2001

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

- Application(s) filed herewith Execution Date(s):
- Patent Application No.: See Attached List
- Patent No.: See Attached List

Additional numbers attached?  Yes  No

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

Name: John Wurst, Patent Counsel  
Alliance Pharmaceutical Corp.  
Internal Address: Legal Department  
Street Address: 3040 Science Park Road  
City: San Diego State: CA ZIP: 92121  
Tel: (858) 410-5174 Fax: (858) 410-5343

7. Total fee (37 CFR 3.41): \$200.00

- Check Enclosed
- Authorized to be charged to deposit account if any additional fees are required, or to credit any overpayment

8. Deposit account number: 01-1008

Please charge this account for any additional fees, which may be required, or credit any overpayment to this account.

6. Total number of applications and patents involved: 5

4. 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.

John Wurst, Patent Counsel and Assistant Secretary  
Name of Person Signing

Signature

7/30/2001  
Date

Registration No. 40,283

Total number of pages including cover sheet, attachments and document: 6

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

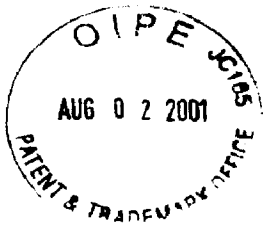
08/13/2001 LMJELLER 00000219 011008 08487086  
01 FC:581 200.00 CH

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



**U.S. Patents and Patent Applications to  
Release from Security Interest**

<b>Country</b>	<b>Application No. / Patent No.</b>
<b>U.S.</b>	08/487,086 <b>5,634,461</b>
<b>U.S.</b>	08/764,607
<b>U.S.</b>	09/020,472 <b>6,234,963</b>
<b>U.S.</b>	09/706,512
<b>U.S.</b>	60/263,861



**SECOND AMENDMENT  
TO INTELLECTUAL PROPERTY SECURITY AGREEMENT**

THIS SECOND AMENDMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Amendment"), dated June 20, 2001, is entered into by and between **Imperial Bank**, a California banking corporation ("Secured Party") and **Alliance Pharmaceutical Corp.**, a New York Corporation ("Borrower").

RECITALS

WHEREAS, in order to secure its indebtedness to Secured Party, Borrower entered into that certain Intellectual Property Security Agreement, dated May 17, 1999 (the "Agreement") pursuant to which Borrower has granted a security interest in and to the Intellectual Property Collateral in favor of Secured Party;

WHEREAS, Secured Party has agreed to release certain Intellectual Property Collateral from the Agreement; and

WHEREAS, the parties desire to amend the Agreement to release certain Intellectual Property Collateral therefrom as set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the parties agree as follows:

1. The definition of "Intellectual Property Collateral" contained in Section 2 of the Agreement hereby is amended by adding the following new paragraph its entirety immediately following the existing final paragraph thereof as follows:

Anything contained in the forgoing to the contrary notwithstanding, the word "Intellectual Property Collateral" shall exclude all now owned or hereafter acquired general intangibles consisting of Copyrights, Licenses, Patents, Trademarks, Trade Secrets and any related files and records covering or relating to any aspect of *RODA*®, including, without limitation, those certain patents and trademarks listed on Exhibit "A" attached hereto and made a part hereof by this reference.

2. Secured Party agrees to execute a UCC release, appropriate releases to be filed in the U.S. Patent and Trademark Office and any other releases reasonably necessary to evidence the agreements contained herein.
3. Unless otherwise defined, all initially capitalized terms in this Amendment shall be as defined in the Agreement. The Agreement, as amended hereby, shall be and remain in full force and effect in accordance with its respective terms and hereby is ratified and confirmed in all respects. Except as expressly set forth herein, the execution, delivery, and performance of this Amendment shall not operate as a waiver of, or as an amendment of, any right, power, or remedy of Lender under the Agreement, as in effect prior to the date hereof. Grantor ratifies and reaffirms the continuing effectiveness of all promissory notes, guaranties, security agreements, mortgages, deeds of trust, environmental agreements, and


all other instruments, documents and agreements entered into in connection with the Agreement.


4. Grantor represents and warrants that the Representations and Warranties contained in the Agreement are true and correct as of the date of this Amendment, and that no Event of Default has occurred and is continuing.
5. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument.

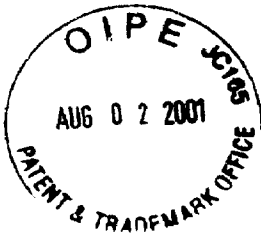
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives, all intending to be legally bound hereby.

ALLIANCE PHARMACEUTICAL CORP.

IMPERIAL BANK

By:   
\_\_\_\_\_  
Lloyd A. Rowland  
Vice President and General Counsel

By:   
\_\_\_\_\_  
Michael A. Berrier  
Senior Vice President



**TRADEMARK PORTFOLIO**

Trademark	Country	Application No. / Registration No.	Registered
RODA®	United States	75/235,237 2,285,943	12 October 1999

**PATENTS AND PATENT APPLICATIONS:**

**RODA® SUMMARY**

(Exclusively Licensed to VIA Medical Corporation)

Country	Patent No. / Application No. (Patents in bold)	Licensed/Owned
U.S.	08/487,086 <b>5,634,461</b>	O
Europe	96921505.2	O
Australia	62717/96 <b>717271</b>	O
Canada	2221995	O
Japan	502140/1997	O
China	96195916.9 (Abandoned)	O
Israel	122240	O

<b>Country</b>	<b>Patent No. / Application No. (Patents in bold)</b>	<b>Licensed/Owned</b>
<b>New Zealand</b>	311397 <b>311397</b>	O
<b>Hungary</b>	40938/97 (Abandoned)	O
<b>Norway</b>	975319 (Abandoned)	O
<b>South Korea</b>	708974/1997 (Abandoned)	O
<b>Mexico</b>	979563	O
<b>Poland</b>	P323873	O
<b>U.S.</b>	08/764,607	O
<b>PCT</b>	US97/22808 (National Phase entered)	O
<b>Australia</b>	56008/98	O
<b>Canada</b>	2274523	O
<b>China</b>	97181747.2	O
<b>Japan</b>	10-526982	O
<b>Europe</b>	97952390.9	O
<b>U.S.</b>	09/020,472 <b>6,234,963</b>	O
<b>PCT</b>	PCT/US99/02798 (National Phase entered)	O (1/2 interest)
<b>U.S.</b>	09/706,512	O (1/2 interest)
<b>Europe</b>	99906848.9	O (1/2 interest)
<b>Canada</b>	2321227	O (1/2 interest)
<b>Australia</b>	26667/99	O (1/2 interest)
<b>Japan</b>	Application No. Unknown	O (1/2 interest)
<b>U.S.</b>	60/263,861	L