

ASSIGNMENT OF PATENT APPLICATION

WHEREAS, we, **JOHN V. ST. JOHN**, a citizen of the United States of America, **DANIEL G. MORO**, a citizen of the United States of America, and **BILL C. PONDER**, a citizen of the United States of America (hereinafter referred to as "ASSIGNORS"), have invented and own a certain invention entitled **SHAPE-RETENTIVE HYDROGEL PARTICLE AGGREGATES AND THEIR USES** for which application for Letters Patent of the United States of America has been filed on November 6, 2002, assigned Serial No. 10/289,756; and

WHEREAS, **ACCESS PHARMACEUTICALS, INC.**, a corporation organized and existing under and by virtue of the laws of the State of Texas and having its principal place of business at **2600 Stemmons Freeway, Suite 176, Dallas, Texas 75207-2107** (hereinafter referred to as "ASSIGNEE"), is desirous of acquiring the exclusive right, title and interest in, to and under said invention and in, to and under any Patent or similar legal protection to be obtained therefor in the United States of America, its territorial possessions and in any and all countries foreign thereto.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNORS hereby sell, assign, transfer and set over unto the said ASSIGNEE, its successors and assigns, the full and exclusive right, title and interest to said invention and to all Letters Patent or application or similar legal protection, not only in the United States and its territorial possessions, but in all countries foreign thereto to be obtained for said invention by said application, and to any continuation, division, renewal, substitute or reissue thereof or any legal equivalent

thereof in the United States or a foreign country for the full term or terms for which the same may be granted, including all priority rights under the International Convention; and ASSIGNORS hereby authorize and request the United States Commissioner of Patents and Trademarks, and any officials of foreign countries whose duty it is to issue patents or any legal equivalent thereof, to issue said patents to ASSIGNEE, its successors and assigns, in accordance with this Assignment.

ASSIGNORS hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Agreement;

ASSIGNORS further covenants that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said application, said invention and said Letters Patent and legal equivalents as may be known and accessible to ASSIGNORS and will testify as to the same in any interference or litigation related thereto and will promptly execute and deliver to ASSIGNEE or its legal representative any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said application, said invention and said Letters Patent and said equivalents in the United States or in any foreign country, which may be necessary or desirable to carry out the purposes thereof.

WITNESS my hand at Dallas, Texas, this 19th day
of March, 2003.

Bill C. Ponder
Bill C. Ponder

STATE OF TEXAS)
COUNTY OF Dallas) ss

On March 14th, 2003 before me, Roberta Jenece Austin, personally
appeared Bill C. Ponder

personally known to me - OR - proved to me on the basis of satisfactory
evidence to be the person whose name is subscribed to the within instrument and
acknowledged to me that he executed the same in his authorized capacity, and that by
his signature on the instrument the person, or the entity upon behalf of which the person
acted, executed the instrument.

WITNESS my hand and official seal.

Roberta Jenece Austin
Notary Public in and for said County and State

