

06-12-2003

Form PTO-1595 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)



U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner 102587512 Attached original documents or copy thereof

<p>1. Name of conveying party(ies): Robert A. Vukovich (05/28/03), Benjamin Levinson (05/29/03), George S. Drummond (05/29/03), Robert Caroselli (05/28/03), Casimir Antczak (05/28/03), Christopher Boucher (05/28/03), Richard Mortimer (05/28/03) Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies) Name: <u>WellSpring Pharmaceutical Corporation</u> Internal Address: _____ Street Address: <u>1430 State Route 34</u> City: <u>Neptune</u> State: <u>NJ</u> Zip: <u>07753-6807</u> Additional name(s) & address(es) attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</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: _____</p>	

4. Application number(s) or patent number(s):
 If this document is being filed together with a new application, the execution date of the new application is: _____
 A. Patent Application No.(s): 10/453,815
 B. Patent No.(s): _____
 Additional numbers attached? Yes No

<p>5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Scott S. Servilla</u> <u>LERNER, DAVID, LITTENBERG, KRUMHOLZ & MENTLIK, LLP</u> Street Address: <u>600 South Avenue West</u> City: <u>Westfield</u> State: <u>NJ</u> Zip: <u>07090</u></p>	<p>6. Total number of applications and patents involved: <u>1</u> 7. Total fee (37 CFR 3.41) \$ <u>40.00</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Authorized to be charged to credit card (Form 2038 enclosed) 8. Deposit account number: <u>12-1095</u> (Attach duplicate copy of this page if paying by deposit account)</p>
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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.

Scott S. Servilla December 2, 2003
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and documents: 5

ASSIGNMENT FOR APPLICATION FOR PATENT

WHEREAS:

Names and Addresses
of Inventors:

- 1) Robert A. Vukovich
7 Taylor Run
Holmdel, New Jersey 07733
- 2) Benjamin Levinson
91 Dead Tree Run Road
Montgomery, New Jersey 08502
- 3) George S. Drummond
304 West 75th Street
New York, NY 10023
- 4) Robert Caroselli
5 Independence Drive
East Brunswick, New Jersey 08816
- 5) Kazimierz G. Antczak
545 South Shore Drive
Culver, Indiana 46511
- 6) Christopher Boucher
37 Harrison Drive
Newmarket, Ontario, Canada L3Y4P3
- 7) Richard Mortimer
98 Glenvale Boulevard
Toronto, Ontario, Canada M4G2V9

(hereinafter referred to as Assignors), have invented a certain invention entitled:

PREPARATION OF METAL MESOPORPHYRIN HALIDE COMPOUNDS

for which application for Letters Patent in the United States was executed on even date herewith;

and

WHEREAS, Wellspring Pharmaceutical Corporation, a corporation of the State of Delaware, having a place of business at 1430 Highway 34 North, Neptune, NJ 07753 (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to said application (hereinafter referred to as Application), and the invention disclosed therein (hereinafter referred to as Invention), and in and to all embodiments of the Invention, heretofore conceived, made or discovered by said Assignors, and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter referred to as Patents) thereon granted in any and all countries and groups of countries.

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

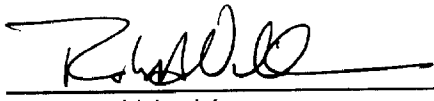
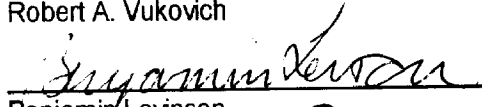
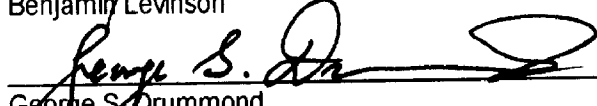
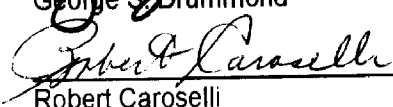
1. Said Assignors hereby sell, assign, transfer and convey to Assignee the full and exclusive right, title and interest (a) in and to said Application and said Invention; (b) in and to all rights to apply for patents on said Invention in any and all countries pursuant to the International Convention 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 any and all countries and groups of countries, including each and every Application filed and each and every Patent granted on any application which is a division, substitution, or continuation of said Application; and (d) in and to each and every reissue or extension of any of said Patents.

2. Said Assignors hereby covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest to said Invention herein conveyed in any and all countries and groups of countries. Such cooperation by said Assignors shall include prompt production of pertinent facts and documents, giving 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 of said Patents; (e) for interference or other priority proceedings involving said Invention; and (f) for legal proceedings involving said Invention and any application 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 Assignors in providing such cooperation shall be paid for by said Assignee.

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

4. Said Assignors hereby 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 Assignors have executed and delivered this instrument to said Assignee on the dates indicated below.

1)	<u>May 28</u> , 2003	 Robert A. Vukovich
2)	<u>May 29</u> , 2003	 Benjamin Levinson
3)	<u>May 29</u> , 2003	 George S. Drummond
4)	<u>May 28</u> , 2003	 Robert Caroselli
5)	_____, 2003	_____ Casimir Antczak
6)	_____, 2003	_____ Christopher Boucher
7)	_____, 2003	_____ Richard Mortimer

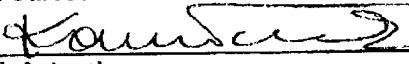
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Benjamin Levinson
- 3) _____, 2003
George S. Drummond
- 4) _____, 2003
Robert Caroselli
- 5) May 28, _____, 2003

Casimir Antczak
- 6) _____, 2003
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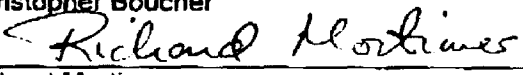
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