

06-19-2003

6-19-03

Form PTO-1595

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

Tab settings



102477719

U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office  
Docket No.: 459351/0001

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

## 1. Name of conveying party(ies):

Xmark Fund, L.P.

6-19-03

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

Name: Alliance Pharmaceutical Corp.

Internal Address:

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

## 3. Nature of conveyance:



Assignment



Merger



Security Agreement



Change of Name



Other RELEASE SECURITY INTEREST

Street Address: 6175 Lusk Blvd.

City: San Diego

State: CA

Zip: 92121

Execution Date: June 18, 2003

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

## 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)

See Schedule of Patents and Patent Applications  
attached hereto.

## B. Patent No.(s)

See Schedule of Patents and Patent Applications  
attached hereto.Additional numbers attached? ☒ Yes ☐ No

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

Name: Edouard C. LeFevre

Internal Address: Epstein Becker &amp; Green, P.C.

Street Address: 111 Huntington Avenue, Suite 26

City: Boston State: MA Zip: 02199

## 6. Total number of applications and patents involved: 17

7. Total fee (37 CFR 3.41).....\$ 680.00

☒ Enclosed☐ Authorized to be charged to deposit account

## 8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

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.

Edouard C. LeFevre

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and documents: 9

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

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06/20/2003 6TON11 00000056 08405447

01 FC:8021

680.00 UP

PATENT  
REEL: 014178 FRAME: 0162

PATENT RECORDATION FORM COVER SHEET

Page 2

Continuation of Item 1. Name of conveying party(ies):

Xmark Fund, Ltd.  
21st Floor  
152 57th Street  
New York, NY 10019

PATENT RECORDATION FORM COVER SHEET

Page 3

Continuation of Item 4. SCHEDULE OF PATENTS AND PATENT APPLICATIONS

U.S. PATENTS				
	Application No.	Patent No.	Date Filed	Date Issued
	08/405,447	5,639,443	March 16, 1995	June 17, 1997
	08/786,402	6,372,195	January 17, 1997	April 16, 2002
	08/841,847	6,258,339	May 5, 1997	July 10, 2001
	08/284,083	5,605,673	August 1, 1994	February 25, 1997
	08/476,079	5,720,938	June 7, 1995	February 24, 1998
	08/480,853	5,626,833	June 7, 1995	May 6, 1997
	08/841,846	6,287,539	May 5, 1997	September 11, 2001
	08/486,531	5,695,741	June 7, 1995	December 9, 1997
	08/986,879	6,280,704	December 8, 1997	August 28, 2001
	08/395,680	5,798,091	February 25, 1995	August 25, 1998
	09/013,357	6,280,705	January 26, 1998	August 28, 2001
U.S. PATENT APPLICATIONS				
	Application No.	Date Filed		
	08/785,007	January 17, 1997		
	09/991,445	November 16, 2001		
	10/029,712	December 19, 2001		
	09/863,982	May 21, 2001		
	09/919,433	July 30, 2001		
	09/941,395	August 28, 2001		

## RELEASE OF SECURITY INTEREST

WHEREAS, pursuant to that certain Patent Security Agreement among the Secured Parties as defined therein and Alliance Pharmaceutical Corp. (the "Debtor"), dated as of July 23, 2002, and recorded with the United States Patent and Trademark Office on or about July 30, 2002, and that certain Trademark Security Agreement, dated July 23, 2002, and recorded with the United States Patent and Trademark Office on or about July 25, 2002 and October 10, 2002 (together with the Patent Security Agreement, the "Security Agreement"), Xmark Fund, L.P. and Xmark Fund, Ltd. (collectively, the "Secured Parties"), are the holder of a security interest in:

(i) All Product Patents and Product Patent Applications, including without limitation the patents and patent applications listed on Schedule 1, annexed hereto and made a part hereof, owned by the Debtor; and

(ii) All Product Trademarks and Product Trademark Applications including, without limitation, the trademark application and trademark registration listed on Schedule 2, annexed hereto and made a part hereof, owned by the Debtor; and

(iii) All Licenses Rights relating to Product Patents and Product Trademarks;

(iv) All goodwill of the business connected with the use of, and symbolized by, each Trademark and each License relating to the Trademarks (collectively, with the intellectual property set forth in clauses (i), (ii), (iii) and (iv) above, the "Intellectual Property"); and

(v) All Accounts (as defined in the Code), contract rights and General Intangibles arising under or relating to every License Right relating to Product Patents and the Product Trademarks and to the extent not otherwise included, all products and proceeds of any and all of the foregoing.

WHEREAS, the Secured Parties no longer claim a security interest under the Security Agreement, as the obligations secured by the security interest have been released in the Letter Agreement, among the Secured Parties, Debtor and Photogen Technologies, Inc., dated as of June 18, 2003, as such agreement shall be amended, restated, supplemented or otherwise modified from time to time (the "Release Agreement").

NOW, THEREFORE, the Secured Parties and Debtor hereby agree as follows:

1. The Secured Parties hereby expressly release and discharge on behalf of themselves, their successors, legal representatives and assigns, the security interest in, to and under the Intellectual Property of the Debtor pursuant to the Security Agreement.

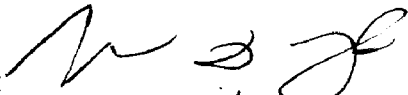
2. The Secured Parties have no right, title, claim, lien or other interest in the Intellectual Property pursuant to the Security Agreement.

3. The Secured Parties hereby authorize and request the Commissioner of Patent and Trademarks of the United States Patent and Trademark Office to record this Release Of Security Interest with regard to the Security Agreement.

4. Unless otherwise defined herein or the context otherwise requires, terms used in this Release of Security Interest, including its preamble and recitals, have the meanings provided in the Security Agreement.


IN WITNESS WHEREOF, the Secured Parties have duly executed this Release of Security Interest, this 18 day of June, 2003.

Xmark Fund., L.P.

By:   
Name: Mitchell D Kaye  
Title: CEO

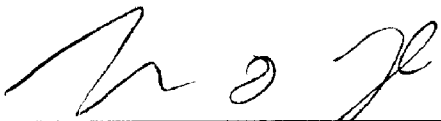
STATE OF New York )  
 )ss.:  
COUNTY OF New York )

On this 18 day of June, 2003, before me personally appeared \_\_\_\_\_ who acknowledged himself or herself to be \_\_\_\_\_ of Xmark Fund., L.P., and acknowledged that he or she executed the foregoing instrument for the purposes therein set forth on behalf of Xmark Fund., L.P. in accordance with the authority granted to him or her by Xmark Fund., L.P.

  
Notary Public

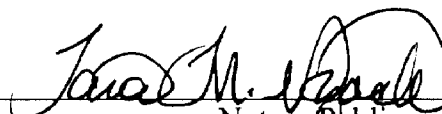
**TARA M. NYACK**  
Notary Public, State of New York  
No. 01NY6046181 Qualified in Suffolk County  
Certificate Filed in New York County  
Commission Expires 8-7-2006

Xmark Fund Ltd.

By:   
Name: Mitchell D Kaye  
Title: CIO

STATE OF \_\_\_\_\_ )  
 )ss.:  
COUNTY OF \_\_\_\_\_ )

On this 18 day of June, 2003, before me personally appeared \_\_\_\_\_ who acknowledged himself or herself to be \_\_\_\_\_ of Xmark Fund Ltd., and acknowledged that he or she executed the foregoing instrument for the purposes therein set forth on behalf of Xmark Fund Ltd. in accordance with the authority granted to him or her by Xmark Fund Ltd.

  
Notary Public  
TARA M. NYACK  
Notary Public, State of New York  
No. 01NY6046181 Qualified in Suffolk County  
Certificate Filed in New York County  
Commission Expires 8-7-2006

SSL-DOCS1 1344189v4

PATENT  
REEL: 014178 FRAME: 0168

**SCHEDULE 1**

<b>U.S. PATENTS</b>			
<b>Application No.</b>	<b>Patent No.</b>	<b>Date Filed</b>	<b>Date Issued</b>
08/405,447	5,639,443	March 16, 1995	June 17, 1997
08/786,402	6,372,195	January 17, 1997	April 16, 2002
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<b>U.S. PATENT APPLICATIONS</b>	
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10/029,712	December 19, 2001
09/863,982	May 21, 2001
09/919,433	July 30, 2001
09/941,395	August 28, 2001

**SCHEDULE 2****REGISTERED U.S. TRADEMARKS**

<b>Alliance Docket No.</b>	<b>Application No.</b>	<b>Registration No.</b>	<b>Mark</b>	<b>Filing Date</b>	<b>Registration Date</b>
ALLIA.117T	75/027,205	2,010,189	IMAGENT	December 5, 1995	October 22, 1996

**PENDING U. S. TRADEMARK APPLICATIONS**

<b>Alliance Docket No.</b>	<b>Application No.</b>	<b>Registration No.</b>	<b>Mark</b>	<b>Filing Date</b>	<b>Registration Date</b>
ALLIA.237T	76/426,064	N/A	IMAGENT PERFLEXANE LIPID MICROSPHERES and Design	June 26, 2002	N/A

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