

06-19-2003

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Form PTO-1595 (Rev. 10/02)

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

OMB No. 0651-0027 (exp. 6/30/2005)



Tab settings

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

1. Name of conveying party(ies): Alliance Pharmaceutical Corp.

6-19-03

2. Name and address of receiving party(ies) Name: Photogen Technologies, Inc.

Internal Address:

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

06/18/2003

Execution Date:

Street Address: 140 Union Square Drive

City: New Hope State: PA Zip: 18938

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 attached continuation page.

B. Patent No.(s) See attached continuation page.

Additional numbers attached? Yes No

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

Name: Edouard C. LeFevre, Esq.

Internal Address:

Street Address: Epstein Becker & Green, P.C.

111 Huntington Avenue

City: Boston State: MA Zip: 02199

6. Total number of applications and patents involved: 26

7. Total fee (37 CFR 3.41) \$ 90.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Edouard C. LeFevre Name of Person Signing

[Signature] Signature

6/18/03 Date

Total number of pages including cover sheet, attachments, and documents: 3

06/20/2003 6TON11 00000050 09863982

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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PATENT REEL: 014178 FRAME: 0171

**RECORDATION FORM COVER SHEET
CONTINUATION PAGE**

Item 4.A **Patent Application No.s**

09/863,982
09/919,433
09/991,455
10/029,712
09/941,395
10/267,352
10/256,316
08/785,007

Item 4.B **Patent No.s**

5,605,673
5,626,833
5,639,443
5,695,741
5,720,938
5,798,091
6,258,339
6,280,704
6,280,705
6,287,539
5,540,909
5,733,527
6,019,960
6,036,644
6,056,943
6,372,195
5,804,162
6,193,952

ASSIGNMENT

WHEREAS, Alliance Pharmaceutical Corp., a corporation of the State of New York, located and doing business at 6175 Lusk Boulevard, San Diego, CA 92121 (hereinafter the "ASSIGNOR") is the sole and exclusive owner, by assignment, of certain inventions pertaining to the Imagent Business as embodied in the patents and patent applications set forth on Schedule A hereto (hereinafter the "IMAGENT INVENTIONS"):

WHEREAS, Photogen Technologies, Inc., a corporation of the State of Nevada, located and doing business at 140 Union Square Drive, New Hope, PA 18938 (hereinafter the "ASSIGNEE") is desirous of acquiring the right, title and interest in, and to the Imagent Business and the IMAGENT INVENTIONS;

NOW, THEREFORE, in consideration of and in exchange for the sum of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, the ASSIGNOR hereby sells, assigns, transfers and sets over to the ASSIGNEE, the entire right, title and interest for the United States of America and all other countries in and to the IMAGENT INVENTIONS, including all original, divisional, continuation, substitute or reissue applications and patents applied for or granted therefor in the United States of America and all other countries, the same to be held and enjoyed by the same Photogen Technologies, Inc., for its own use and enjoyment, and for the use and enjoyment of its successors, assigns and other legal representatives, to the end of the term or terms for which said Letters Patents and Applications for Utility Patents of the United States are granted or reissued or reexamined as fully and entirely as the same would have been held and enjoyed by the ASSIGNOR.

The ASSIGNOR further assigns all claims for damages by reason of past infringement of the patents set forth on Schedule A, along with the right to sue for, and collect the same for its own use and behalf, and for the use and behalf of its successors, assigns, or other legal representatives.

Insofar as ASSIGNOR has the right to do so by virtue of the assignments granting ASSIGNOR rights in and to the IMAGENT INVENTIONS, ASSIGNOR will make reasonable efforts to cause the named inventors of the IMAGENT INVENTIONS (i) to execute and deliver all divisional, continuation, reissue and other applications for Utility Patent pertaining to the IMAGENT INVENTIONS and all assignments thereof to the ASSIGNEE or its assigns, (ii) to communicate to the ASSIGNEE or its representatives all facts known to the named inventors respecting the IMAGENT INVENTIONS, whenever reasonably requested, provided that such requests do not unreasonably interfere with ASSIGNOR's ongoing business (iii) to testify in any interferences or other legal proceedings in which any of said applications or patents pertaining to the IMAGENT INVENTIONS may become involved, and (iv) to sign all lawful papers, make all rightful oaths, and perform such other reasonable acts necessary to aid the ASSIGNEE, its successors, assigns and nominees to obtain patent protection for IMAGENT INVENTIONS in the United States of America and all other countries. Any and all fees, costs, and expenses incident to the foregoing shall be borne and paid solely by the ASSIGNEE

IN WITNESS WHEREOF, Alliance Pharmaceutical Corp. has caused these presents to be signed by its duly appointed trustee having full authority to convey its property.

ALLIANCE PHARMACEUTICAL CORP.

By: *Duane J. Roth*

Name: Duane J. Roth

Title: Chairman, Chief Executive Officer and Chief Financial Officer

ATTEST:

By: _____

CERTIFICATION

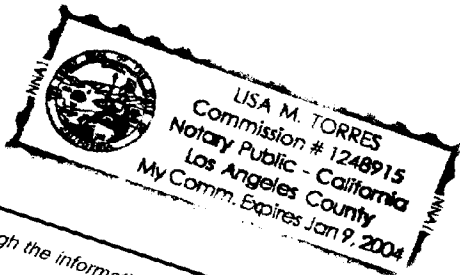
STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On this ____ day of _____ 2003, before me, the undersigned, a Notary Public for the State of California, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the foregoing instrument as _____ of the corporation named therein, and acknowledged to me that he executed the same as his voluntary act on behalf of such corporation with authority to do so for the purposes therein set forth.

Notary Public
My Commission expires: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Los Angeles
On June 5, 2003 before me, Lisa M. Torres
personally appeared Duane J. Roth
 personally known to me - OR - proved to me on the basis of satisfactory evidence to be the
Name and Title of Officer (e.g., "Jane Doe, Notary Public")
Lisa M. Torres
Name(s) of Signer(s)



whose name(s) is/are subscribed to the within in
and acknowledged to me that he/she/they execu
same in his/her/their authorized capacity(ies), and
his/her/their signature(s) on the instrument the pers
or the entity upon behalf of which the person(s) a
executed the instrument.

WITNESS my hand and official seal.

Lisa M. Torres
Signature of Notary Public

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent
fraudulent removal and reattachment of this form to another document.

OPTIONAL Description of Attached Document

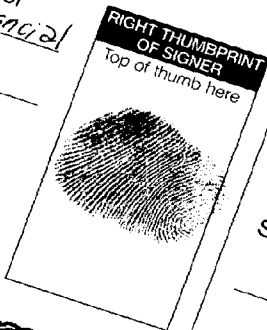
Title or Type of Document: Patent Assignment of Patents
Document Date: June 5, 2003
Signer(s) Other Than Named Above: n/a
Number of Pages: 2 (two)

Capacity(ies) Claimed by Signer(s)

- Signer's Name: Duane J. Roth
- Individual
 - Corporate Officer
 - Partner — Limited General
 - Attorney-in-Fact
 - Trustee
 - Guardian or Conservator
 - Other: Chief Financial Officer

- Signer's Name: _____
- Individual
 - Corporate Officer
 - Partner — Limited General
 - Attorney-in-Fact
 - Trustee
 - Guardian or Conservator
 - Other: _____

Signer Is Representing:
WFA
Alliance Pharmaceutical Corp.



Signer Is Representing: _____



Photogen Technologies, Inc. has hereby acknowledges and accepts the foregoing assignment.

PHOTOGEN TECHNOLOGIES, INC.

By: Taff Williams
Name: Taff Williams
Title: President and Chief Executive Officer

CERTIFICATION

COMMONWEALTH OF PENNSYLVANIA)

COUNTY OF Bucks) ss.

On this 5th day of June 2003, before me, the undersigned, a Notary Public for the Commonwealth of Pennsylvania, personally appeared Taff J Williams, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the foregoing instrument as President and Chief Executive of the corporation named therein, and acknowledged to me that he executed the same as his voluntary act on behalf of such corporation with authority to do so for the purposes therein set forth.

Bernadette Vogt
Notary Public
My Commission expires: 12/8/03

Notarial Seal
Bernadette Vogt, Notary Public
Newtown Twp., Bucks County
My Commission Expires Dec. 8, 2003

Member, Pennsylvania Association of Notaries

SCHEDULE A

Patent No.	Granted	Inventor(s)	Title
5,605,673	February 25, 1997	Schutt et al.	Stablized Microbubble Composition for Ultrasound
5,626,833	May 6, 1997	Schutt et al.	Ultrasound Imaging Method Using Microbubbles
5,639,443	June 17, 1997	Schutt et al.	Stablized Microbubble Compositions
5,695,741	December 9, 1997	Schutt et al.	Stable Microbubble Precursors
5,720,938	February 24, 1998	Schutt et al.	Systems for the Formation of Microbubbles
5,798,091	August 25, 1998	Trevino et al.	Stablized Gas Emulsion Containing Phospholipid for Ultrasound Contrast Enhancement
6,258,339	July 10, 2001	Schutt et al.	Osmotically Stablized Microbubble Preparations
6,280,704	August 28, 2001	Schutt et al.	Ultrasonic Imaging System Utilizing a Long-Persistence Contrast Agent
6,280,705	August 28, 2001	Trevino et al.	Kits & Systems for Ultrasonic Imaging
6,287,539	September 11, 2001	Schutt et al.	Methods of Imaging Using Ostomotically Stablized Microbubble Preparations
5,540,909	July 30, 1996	Schutt	Harmonic Ultrasound Imaging with Microbubbles
5,733,527	March 31, 1998	Schutt	Methods for Harmonic Imaging with Ultrasound
6,019,960	February 1, 2000	Schutt	Systems for Harmonic Ultrasound Imaging
6,036,644	March 14, 2000	Schutt	Enhanced Methods of Ultrasound Imaging Using Multiple Frequencies
6,056,943	May 2, 2000	Schutt	Methods of Ultrasound Imaging Using Phospholipid Stablized Microbubbles
6,372,195	April 16, 2002	Schutt et al.	Mixed Gas Microbubble Compositions
5,804,162	September 8, 1998	Kavalnov et al.	Gas Emulsions Stabilized with Fluorinated Ethers Having Low Ostwald Coefficients
6,193,952	February 27, 2001	Kabalnov et al.	Stabilized Gas Emulsions Containing Phospholipid for Ultrasound Contrast Enhancement

Appln No.	Filed	Inventor(s)	Title
09/863,982	May 21, 2001	Schutt et al.	Osmotically Stabilized Microbubble Preparations
09/919,433	July 30, 2001	Schutt et al.	Ultrasonic Imaging System Utilizing a Long-Persistence Contrast Agent
09/991,445	November 16, 2001	Schutt et al.	Stabilized Microbubble Compositions
10/029,712	December 19, 2001	Schutt et al.	Mixed Gas Microbubble Compositions
09/941,395	August 28, 2001	Trevino et al.	Stabilized Gas Emulsion Containing Phospholipid for Ultrasound Contrast Enhancement
10/267,352	October 9, 2002	Schutt et al.	Harmonic Ultrasound Imaging with Microbubbles
10/256,316	September 27, 2002	Kabalnov et al.	Gas Emulsions Stabilized with Fluorinated Ethers having low Ostwald Coefficients
08/785,007	January 17, 1997	Schutt et al.	Microbubbles Containing Fluorinated Gas or Vapor

#101572 v1 - Schedule A (June 9)