

05-21-2004



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HEET

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

1. Name of conveying party(ies):
**FONDS DE SOLIDARITÉ DES TRAVAILLEURS
 DU QUÉBEC (F.T.Q.)**
S.19.04

Additional names of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):
 Name: **BIOXEL PHARMA INC.**
 Internal Address: **3075, chemin des Quatre-Bourgeois,
 bureau 440, Ste-Foy (Québec) G1W 4Y5 CANADA**
 Street Address: **Same as above**
 City: _____ State _____ ZIP _____
 Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____
 Execution Date: **February 18, 2004**

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)
 B. Patent No.(s)
~~5,561,055~~
 6,030,818
 Additional numbers attached? Yes No

6. Total number of application and patents involved: 2

5. Name and address of party to whom correspondence concerning document should be mailed:
OGILVY RENAULT
 1981 McGill College Ave., Suite 1600
 Montreal, Quebec, Canada H3A 2Y3
 Tel. (514) 847-4256
 Attorney Docket No.: **15185-2US CC/jl
 16237-1US CC/jl**

7. Total fee (37 CFR 3.41): \$ **80.00**
 Any deficiencies in enclosed fees are authorized to be charged to deposit account

8. Deposit account number: **19-5113**
 (Attach duplicate copy of this page if paying by deposit account)

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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.

Christian Cawthorn, Reg.# 47,352  May 11, 2004
 Name of Person Signing Signature Date

05/21/2004 ECDOPER 00000072 195113 5561055
 FC:8021 80.00 DA

Total number of pages comprising cover sheet: 3

16257-145 CC/36
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ASSIGNMENT OF PATENTS

UNIVERSAL

WHEREAS, I/we **FONDS DE SOLIDARITÉ DES TRAVAILLEURS DU QUÉBEC (F.T.Q.)**, whose full post address(es) is/are **545, BOULEVARD Crémazie est, Montréal, Québec H2M 2V1, Canada**, co-own with **SOCIÉTÉ INNOVATECH QUÉBEC ET CHAUDIÈRE-APPALACHES** the following patents: **1) BACTERIAL MASS PRODUCTION OF TAXANES WITH ERWINIA (U.S. Patent 5,561,055) and 2) BACTERIAL MASS PRODUCTION OF TAXANES AND PACLITAXEL (U.S. Patent 6,030,818)** and described in a patent application filed on **1) May 5, 1995 and 2) December 22, 1997** (hereinafter collectively referred to as the Patents) and:

WHEREAS, **BIOXEL PHARMA INC.** (hereinafter referred to as the Assignee), whose full post address is **3075, chemin des Quatre-Bourgeois, bureau 440, Ste-Foy, Québec G1W 4Y5, Canada** is desirous of acquiring the entire right, title and interest in, to and under said Patents and the Invention covered thereby.

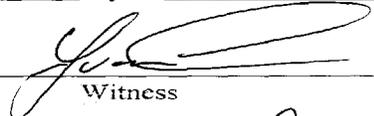
NOW, THEREFORE, in consideration of 0,50 Dollar (\$0.50) and other valuable consideration, the receipt of which is hereby acknowledged, I/We have sold, assigned and transferred, and do hereby sell, assign and transfer unto said Assignee, its successors and assigns, the entire right, title and interest in, to and under the aforesaid invention or inventions and Patents and any reissue or reissues of said Patents, already granted or which may be granted or said Patents, in any form or embodiment thereof; and in and to any application or applications filed in Canada and any foreign country based on said invention or inventions, including the right to file foreign application or applications under the provisions of the Patent Cooperation Treaty; also the entire right, title and interest in, to and under any and all patents, reissues or extensions thereof to be obtained in Canada or in any foreign country upon said application or applications, and any divisional, continuation, continuation-in-part, substitute application(s) or supplementary disclosure(s) which may be filed upon said application or applications, in any country; together with all claims for damages by reason of past infringement of the Patents, with the right to sue for, and collect the same for its own use and for the use of its successors and assigns; and I/We hereby authorize and request the issuing authority to issue any and all patents on said application or applications to said Assignee.

I/We further agree, without any payment by said Assignee other than expenses incurred by the undersigned, to communicate to said Assignee, its representatives or agents, any facts relating to said invention or inventions, including evidence for interference purposes or for other proceedings, whenever requested; testify in any interference, litigation or other proceedings, whenever requested; and execute and deliver, on request, all lawful papers required to make any of the foregoing provisions effective, and likewise make these provisions binding upon my/our heirs, legal representatives, administrators and assigns.

Le(s) soussigné(s) désire(nt) que la présente cession soit en anglais. The undersigned request(s) that the present assignment be in English.

IN WITNESS WHEREOF, I/We have hereunto set my/our hand(s) and seal this

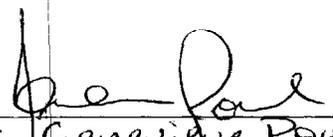
18 day of February 2004.



Witness



Witness



Name: Geneviève Poulin
Geneviève Poulin

Title: Manager, Life Sciences Investments

Name: _____
Title: _____