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U.S. DEPARTMENT OF COMMERCE  
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Attorney's Docket No. 032553-047

To the Director of the United States Patent and Trademark Office: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
  
Phares Pharmaceutical Research N.V.

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

3. Nature of conveyance:  
 Assignment       Merger  
 Security Agreement       Change of Name  
 Other

Execution Date: Jan. 12, 2005

2. Name and address of receiving party(ies):  
Name: Inyx Inc.

Address:  
825 Third Avenue  
40th Floor  
New York, New York 10022

Additional name(s) & addresses 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)

B. Patent No.(s)  
5,141,674

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: Patrick C. Keane  
Address:  
  
Burns, Doane, Swecker & Mathis, L.L.P.  
Customer Number 2 1 8 3 9  
P.O. Box 1404  
Alexandria, Virginia 22313-1404


6. Total number of applications and patents involved:

7. Total fee (37 CFR 3.41).....\$ 40.00 (8021)  
 Enclosed  
 Authorized to be charged to deposit account  
 Credit card. Form PTO-2038 is attached.

8. Deposit account number:  
02-4800  
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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.*

Patrick C. Keane      32,858            Feb 16, 2005  
Name of Person Signing      Reg. No.      Signature      Date

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

Mail documents to be recorded with required cover sheet information to:  
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**ASSIGNMENT**

THIS ASSIGNMENT, by Phares Pharmaceutical Research N.V., a corporation of Netherlands-Antilles and having its principal place of business at Emancipatie Boulevard 31, P.O. Box 6052, Curacao, Netherlands-Antilles (hereinafter referred to as "the Assignor"), witnesseth:

WHEREAS, the Assignor is the owner of certain new and useful improvements set forth in U.S. Patent No. 5,141,674, issued August 25, 1992, entitled METHODS OF PREPARING PRO-LIPOSOME DISPERSIONS AND AEROSOLS, which was filed on June 24, 1991 as a continuation application of U.S. Serial No. 282,340 filed November 30, 1988 (abandoned), which is a continuation application of U.S. Serial No. 709,796 filed August 3, 1985 (abandoned) and of U.S. Patent No. 5,004,611 filed March 21, 1988, which in turn is a continuation-in-part application of PCT/GB87/00391 filed June 5, 1987;

WHEREAS the Assignor is the owner of U.S. Patent No. 5,141,674 by way of one or more Assignments executed in related U.S. Patent No. 5,004,711: (1) an Assignment from Steven Leigh to Phares Pharmaceutical Research N.V. recorded on March 21, 1988 at Reel 4862, Frame 617; (2) an Assignment from Phares Pharmaceutical Research N.V. to Phares Pharmaceutical Holland B.V. recorded on September 30, 1991 at Reel 5858, Frame 842; and (3) an Assignment from Phares Pharmaceutical Holland B.V. to Phares Pharmaceutical Research N.V. recorded on July 7, 1998 at Reel 9297 and Frame 0538; and

WHEREAS, Inyx Inc., a corporation duly organized under and pursuant to the laws of New York and having its principal place of business at 825 Third Avenue, 40<sup>th</sup> Floor, New York, New York 10022 (hereinafter referred to as "the Assignee"), is desirous of acquiring the entire right, title and interest in U.S. Patent No. 5,141,674.

NOW, THEREFORE, for good and sufficient consideration, the receipt of which is hereby acknowledged, the Assignor has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns the entire right, title, and interest in and to the above-mentioned U.S. Patent No. 5,141,674, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by the Assignee, for its own use and behoof and the use and behoof of its successors, legal representatives, and assigns, to the full end of the term or terms of U.S. Patent No. 5,141,674 as fully and entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made;

AND for the same consideration, the Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, the Assignor is the sole and lawful owner of the entire right, title, and interest in and to U.S. Patent No. 5,141,674, and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth.

  
PATENT

AND for the same consideration, the Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns that the Assignor will, whenever counsel of the Assignee, or the counsel of its successors, legal representatives, and assigns, shall advise that any proceeding in connection with said U.S. Patent No. 5,141,674, including interference proceedings, or any reissue or extension of U.S. Patent No. 5,141,574, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of U.S. Patent No. 5,141,674, at the cost and expense of the Assignee, its successors, legal representatives, and assigns;

AND the Assignor hereby requests the Director of the United States Patent and Trademark Office to record that the Assignee is assignee of U.S. Patent No. 5,141,674 for the sole use and behoof of the Assignee, its successors, legal representatives, and assigns.

Phares Pharmaceutical Research N.V.

By:    
 Title: Managing Director

Date: 12 January 2005

By: \_\_\_\_\_   
 Name: Randolph K. Arends   
 Remir Sinlae   
 Title: Attornies-in-fact