

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF CLAIMS
CONVEYING PARTY DATA	
Name	Execution Date
MARK G. DEGIACOMO, CHAPTER 7 TRUSTEE OF GLYCOGENESYS, INC.	11/24/2006
RECEIVING PARTY DATA	
Name:	MARLBOROUGH RESEARCH AND DEVELOPMENT, INC.
Street Address:	174 MARLBOROUGH ST
City:	BOSTON
State/Country:	MASSACHUSETTS
Postal Code:	02116
PROPERTY NUMBERS Total: 10	
Property Type	Number
Application Number:	10354750
Application Number:	60235141
Application Number:	60317092
Patent Number:	6642205
Patent Number:	6645946
Patent Number:	6914055
Patent Number:	6982255
Patent Number:	7012068
PCT Number:	US0129754
PCT Number:	US0209524
CORRESPONDENCE DATA	
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ATTORNEY DOCKET NUMBER:

27390-2

NAME OF SUBMITTER:

Scott E. Kamholz

Total Attachments: 40

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ASSIGNMENT OF CLAIMS

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Mark G. DeGiacomo (the "Chapter 7 Trustee"), the Chapter 7 Trustee of Glycogenesys, Inc. f/k/a Safescience Inc. f/k/a IGG International, Inc., International Gene Group, Inc., and Safescience Products, Inc. (collectively, the "Debtors") in Chapter 7 Case Nos. 06-10214-JNF through 06-10216-JNF (Jointly Administered), United States Bankruptcy Court for the District of Massachusetts (the "Bankruptcy Court"), in connection with a (i) a certain Purchase and Sale Agreement (the "Purchase and Sale Agreement") dated August 15, 2006 and (ii) the Chapter 7 Trustee's Motion for Authority to Sell by Private Sale Certain Assets of the Debtors and Motion to Assume and Assign Certain Executory Contracts approved by Orders of the Bankruptcy Court dated October 23, 2006 and October 30, 2006, and without limiting the generality of any of the foregoing, hereby sells, transfers and assigns to Marlborough Research & Development, Inc., a Delaware corporation having an address at 174 Marlborough Street, Boston, MA 02116 (the "Buyer"), his entire right, title and interest in and to all claims, causes of action, choses in action, counterclaims, actions, suits, and demands, at law, in equity, by statute, or on any other basis, whether now known or unknown, suspected or unsuspected, fixed or contingent, secured or unsecured, choate or inchoate, and accrued or unaccrued, comprised within, arising from, related or connected to the Intellectual Property Assets (as defined in the Purchase and Sale Agreement), including without limitation the counterclaims asserted by Glycogenesys, Inc. in a civil action styled David Platt, Ph.D. v. Glycogenesys, Inc. et al., C.A. No. 04-0398, pending in the business litigation session of the Suffolk County Superior Court, Commonwealth of Massachusetts and any other claims arising out of the same nucleus of operative facts giving rise to those counterclaims (collectively, the "Claims"). The parties hereby acknowledge that the Chapter 7 Trustee is assigning the Claims to the Buyer without recourse to the Chapter 7 Trustee and without any representations or warranties. The Chapter 7 Trustee shall, at any time through and including November 21, 2007, upon the written request of the Buyer and at the Buyer's expense, execute and deliver all such documents, and file such motions, pleadings and other court documents as may reasonably be required to effect and/or perfect the transfer and delivery of the Claims to Buyer, its successors, assigns and legal representatives.

This Assignment of Claims will be governed by and construed under the laws of the Commonwealth of Massachusetts and Title 11 of the United States Code, as amended, without regard to conflicts-of-laws principles that would require the application of any other law.

Executed at Boston, MASS., this 24th day of November 2006.

MARK G. DEGIACOMO



Name: Mark G. DeGiacomo

Title: Chapter 7 Trustee and not individually or as a partner of Murtha Cullina LLP

COPY

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss.

SUPERIOR COURT
CIVIL ACTION NO. B.L.S. 04-0398
(Judge Van Gestel)

DAVID PLATT, Ph.D.,

Plaintiff,

v.

GLYCOGENESYS, INC., BRIAN G.R.
HUGHES, DAVID W. DUBE, THEODORE J.
HOST, JOHN W. BURNS, and BRADLEY J.
CARVER

Defendants.

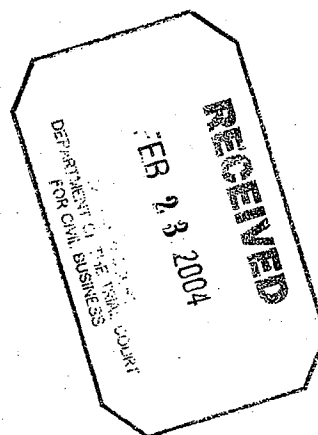
GLYCOGENESYS, INC.,

Plaintiff in Counterclaim,

v.

DAVID PLATT and PRO-
PHARMACEUTICALS, INC.,

Defendants-in-Counterclaim.



ANSWER, AFFIRMATIVE DEFENSES AND COUNTERCLAIMS

Defendants aver in response to the Complaint in the above-captioned action as follows:

ANSWER

1. Denied, except to admit that David Platt ("Platt") founded GLGS, that GLGS wished to and did terminate Platt's employment, and that the parties entered into a written separation agreement, the terms of which speaks for itself.

2. Admitted.

3. Admitted.

4. Admitted.

5. Admitted.

6. Admitted.

7. Admitted.

8. Admitted.

9. Admitted.

10. Admitted. Further answering, defendants state that the provision of the License Agreement requiring minimum royalty payments beginning in the sixth year of the agreement was amended on April 14, 1999, effective January 7, 1999, with the effect that the contemplated minimum payment was deferred to the ninth year of the agreement.

11. Admitted.

12. The allegations in the first two sentences are admitted. In response to the last sentence, defendants admit that GLGS issued a press release but otherwise deny the allegation. In response to the remainder of paragraph 12, the allegations characterize a written severance agreement the terms of which speak for themselves.

13. Admitted, except to deny that Platt has not participated in any way in the management of the Company.

14. Defendants are without knowledge or information sufficient to admit or deny the first two sentences, and further states that the Severance Agreement speaks for itself as to the parties' obligations. In response to the third and fourth sentences, defendants admit the allegations and further state that the referenced offerings were not underwritten offerings of newly issued shares of GLGS, and that GLGS had no obligation to register Platt's shares, or otherwise to permit Platt to participate in such registrations. Defendants admit that GLGS

ceased making severance payments in January 2001, and has not made such payments since, and state that GLGS was under no obligation to do so. Defendants deny the last sentence.

15. The first sentence is admitted. The second sentence is denied, except to admit that GLGS continued to treat Platt as subject to SEC Rule 144.

16. Admitted. Further answering, none of the referenced transactions were underwritten offerings, and defendants deny any obligation to have registered Platt's shares or otherwise to have allowed him to participate.

17. Denied, except to admit that GLGS did register stock for sale on behalf of two defendant directors who were also purchasers in the private placements.

18. Denied, except to admit that in December 2001, Platt's share ownership fell below 10%, and that Platt continued to be subject to the SEC Rule 144 restriction on affiliate stock transactions.

19. Denied, except to admit that until July 2003, Platt was issued clean shares only in amounts consistent with the SEC Rule 144 volume restrictions, and that after that time Platt's shares were unrestricted.

20. Denied.

21. Denied.

22. Defendants restate as if set forth fully herein its answers to paragraphs 1-21 of the Complaint.

23. Denied.

24. Denied.

25. Defendants restate as if set forth fully herein its answers to paragraphs 1-24 of the Complaint.

26. Denied.

27. Denied.

28. Denied.

29. Defendants restate as if set forth fully herein its answers to paragraphs 1-28 of the Complaint.

30. GLGS admits that it and Platt are engaged in trade or commerce generally, and denies that it engaged in trade or commerce in specific regard to the transactions alleged in the Complaint. The individual defendants deny having been engaged in trade or commerce.

31. Denied.

32. Denied.

33. Admitted.

34. Denied.

35-37. There are no paragraphs 35-37 in the Complaint.

38. Defendants restate as if set forth fully herein its answers to paragraphs 1-34 of the Complaint.

39. Denied.

40. Denied.

ADDITIONAL DEFENSES

1. The Complaint fails to state a claim on which relief may be granted.
2. Platt's failure to abide by his obligations under the Severance Agreement between the parties, by forming a competing enterprise, and/or by appropriating proprietary information of GLGS, and/or by violating his non-disparagement and no-contact obligations, relieved GLGS

of any further contractual obligation to him pursuant to the express terms of the Severance Agreement.

3. Platt had no contractual or other entitlement to participate in GLGS's registrations for the resale of securities previously issued in connection with private offerings of common stock.

4. GLGS has complied with all contractual obligations to Platt.

5. Platt has not suffered damage by virtue of any alleged act of GLGS.

6. Platt's claims are barred in whole or in part by the doctrine of unclean hands, waiver, laches, and estoppel.

7. Platt's claims for breach of fiduciary duty, for bad faith, and pursuant to G.L. c. 93A, are barred in whole or in part by the statute of limitations.

COUNTERCLAIM

Introduction

David Platt, Ph.D., founded GLGS in the early 1990s to develop, *inter alia*, the invention of a modified polysaccharide that binds to cancer cells and inhibits the spread of cancer. Platt licensed the invention, and his patent application describing it, exclusively to GLGS. On May 31, 2000, GLGS terminated Platt's employment and the parties executed a separation agreement. Platt was to be paid as severance the equivalent of his salary and health benefits through the term of his three-year employment contract, as well as other consideration. In return, Platt agreed, *inter alia*, to repay a \$60,000 debt to GLGS, and to abide by the non-competition, non-use of proprietary information, and assignment of invention provisions of his employment contract. In direct violation of his contractual obligations, Platt almost immediately founded a new company, Pro-Pharmaceuticals, Inc., in competition with GLGS. On information and belief, Platt and Pro-

Pharmaceuticals, Inc. have been and are using GLGS's proprietary information and inventions, and/or inventions of Platt made or originated during the term of his employment and severance agreement with GLGS, and therefore which Platt is obligated to assign to GLGS. Fully recognizing that GLGS's intellectual property forms the very foundation of Pro-Pharmaceuticals' competing business, Platt has set out to undermine GLGS's standing in the investment community in the hope of forcing GLGS into bankruptcy, triggering termination of the license to GLGS and reversion of the invention to Platt. In this action, GLGS seeks to recover from Platt amounts owed pursuant to the severance agreement, consequential damages for his breaches of the severance agreement, and the assignment of any and all of Platt's inventions through June 29, 2002 or arising from or based on any GLGS confidential information. GLGS also seeks damages and injunctive relief against Platt and Pro-Pharmaceuticals in relation to their misappropriation of GLGS's intellectual property, for tortious interference with GLGS's rights under its contracts with Platt, and pursuant to Chapter 93A of the General Laws.

The Parties

1. Plaintiff-in-Counterclaim GlycoGenesys, Inc. ("GLGS") is a corporation having its principal place of business at 31 Saint James Avenue, Boston, Massachusetts. GLGS was formerly known as SafeScience, Inc.
2. Defendant-in-Counterclaim David Platt, Ph.D. ("Platt") is an individual who resides at 12 Appleton Circle, Newton, Massachusetts.
3. Defendant-in-Counterclaim Pro-Pharmaceuticals, Inc. ("PPI") is a corporation organized under the laws of Nevada, having its principal place of business at 189 Wells Avenue, Newton, Massachusetts.

Facts Common to All Counts

4. GLGS is a biotechnology company engaged in the development of cancer treatment drug candidates primarily based on glycobiology. The specific focus of GLGS's work in this area has been the production and testing of modified polysaccharides that bind to cancer cells and are useful in inhibiting the spread of cancer, alone or in combination with existing chemotherapies.

5. GLGS's leading drug candidate is GCS-100, which is being tested in human clinical trials for oncology. GCS-100 has been tested at various dose levels in several Phase I and Phase II clinical trials. GLGS is about to commence additional Phase I trials, testing an improved formulation of GCS-100, both as monotherapy and in combination with several standard chemotherapy medicines widely in use. All of these trials have been and will be conducted pursuant to regulations promulgated and enforced by the United States Food and Drug Administration (FDA).

6. GCS-100 encompasses inventions described in a Pending U.S. Patent Application, Serial No. 08/024,487, filed on March 1, 1993 by Platt as inventor, together with two continuations-in-part of said application. The method for producing this polysaccharide compound from pectin is confidential to GLGS.

7. In 1994, Platt entered into a License Agreement with the corporation International Gene Group, Inc. Therein, Platt licensed, *inter alia*, the aforesaid patent application 08/024,487, any resulting patent, any divisions, continuations, continuations-in-part, and re-issuances of such patent, and improvements thereto, (the "487 Patent") and any products the manufacture, use or operation of which was or is covered by the 487 Patent. International Gene Group, Inc. is a wholly owned subsidiary of GLGS. The license granted is exclusive, and may be terminated by

Platt only in certain limited circumstances set forth in the License Agreement. One such circumstance is the licensee's bankruptcy.

8. Platt was employed by GLGS and its predecessor corporations from 1992 until June 1, 2000. Throughout that time, Platt had overall responsibility for the development and scientific testing of GCS-100 and other complex carbohydrates pursuant to FDA protocols necessary for ultimate approval of use in the treatment of humans. He was intimately familiar with all of the research being conducted by GLGS and its subsidiaries and predecessors, and all of the scientific advances being made, and participated directly in this work. Platt was Chairman and CEO of GLGS.

9. During this time period, GLGS became a publicly traded company, and Platt was issued approximately three million shares of stock. Since 1998, GLGS has been listed on NASDAQ SmallCap Market.

10. Effective June 29, 1999, Platt entered into an Employment Agreement with GLGS, a true and accurate copy of which is appended hereto as Exhibit A. Pursuant to the Agreement, Platt agreed not to use for himself or others company confidential information, both during and after his employment by GLGS. He further agreed to assign to GLGS any and all inventions made or conceived in the course of his employment, or arising out of or based on any company confidential information which he developed, or to which he may have been exposed as an employee. The term of the Employment was three years, through June 29, 2002, unless terminated earlier. It was agreed that should Platt be terminated without cause, he would be entitled to continuation of salary payment, and would continue to be bound by his non-compete obligations, through that date. Platt agreed that his non-competition obligation would be

extended for the full duration of any time period in which he violated such obligation, and for any further period needed to litigate the matter.

11. GLGS decided in May of 2000 to terminate Platt's employment, and the parties entered into a written agreement, a true and accurate copy of which is appended hereto as Exhibit B (the "Separation Agreement"). Pursuant thereto, Platt agreed to resign his positions with GLGS. The parties agreed that Platt's termination would be without cause, and therefore that Platt's salary payments would continue through June 29, 2002 as per his Employment Agreement. GLGS conveyed a company car to Platt, and agreed to provide certain other considerations in relation to stock options and "piggy-back" rights for underwritten public offerings. Platt agreed to repay GLGS \$60,000 in unauthorized credit card expenses and loans taken by Platt during 1999 and 2000. He also agreed that he would reimburse GLGS \$25,643.82 in exchange for GLGS conveying him a company car. Platt warranted that he had returned all proprietary information and any and all company files and property. Platt agreed not to make any statements about GLGS, its directors, officers, employees, shareholders and technology, and not to contact any GLGS shareholders, consultants, employees, promoters, and others.

12. Platt further acknowledged and agreed in the Separation Agreement that all continuing obligations in his Employment Agreement, including his non-compete, non-use of proprietary information, and assignment of invention obligations would continue and were incorporated in the Severance Agreement. Accordingly, Platt remained bound by his non-compete and assignment of invention obligations through June 29, 2002.

13. The Separation Agreement further provided, in Section 14, paragraph 3, that should Platt breach, attempt to breach, or threaten to breach any part of the agreement, GLGS would have no further obligation under the Agreement and would be entitled to recover any moneys paid and any other resulting damages.

14. Virtually immediately after his termination, Platt set out to expropriate the proprietary information and technologies of GLGS to his own use and to compete with GLGS in violation of the Separation Agreement. His purpose was to destroy GLGS so that its exclusive license to commercially exploit the '487 Patent would terminate.

15. Platt incorporated Pro-Pharmaceuticals, Inc., a Massachusetts Corporation, on July 11, 2000. That corporation was subsequently merged into the defendant-in-counterclaim, PPI. Platt is and has been PPI's Chief Executive Officer and Chairman.

16. By the fall of 2000, Platt had produced a private placement memorandum and used it to solicit investments in PPI. In the memorandum, PPI represented itself as a carbohydrate chemistry-based drug development company focused on oncology. In promoting PPI for investment, the memorandum explicitly relied on inventions and advances to which Platt was exposed, or which Platt developed, at GLGS. Platt published GLGS research data in this written investment solicitation.

17. Like GLGS, PPI has been developing and testing for approval and commercial use, modified polysaccharides for use in the treatment of cancers. PPI reports in public statements that it is in clinical trials with a certain compound that would – like GLGS's drug GCS-100 – bind with the Galactin-3 receptor site on cancer cells, making those cells more susceptible to attack with chemotherapy. PPI calls this product DAVANAT, and represents publicly that it incorporates an invention for which it has been issued a patent, specifically U.S.

Patent No. 6,645,946. The Patent discloses that Platt filed the application on March 27, 2001. The polysaccharide compound disclosed in the Patent is remarkably similar to that which Platt licensed to GLGS, and which forms the basis of GCS-100, including having the same molecular weight.

18. Platt and PPI used, and continue to use, inventions and ideas developed while Platt was employed by GLGS, and during the subsequent period of time while Platt remained subject to the non-compete and assignment-of-invention provisions of the Separation Agreement.

19. In addition to misappropriating GLGS's intellectual property and violating his non-compete and assignment-of-invention obligations, Platt has violated his obligation under the severance agreement to refrain from contacting GLGS's investors, employees and consultants, and to refrain from making statements, or causing others to make statements, regarding GLGS, its personnel, advisors, shareholders, and products. Platt, directly and through representatives or associates, has falsely asserted to third parties that he holds rights in GLGS products and/or technology. In addition, Platt, directly and through representatives or associates, has engaged in efforts through internet chat rooms to disparage GLGS and discourage others from investing in its stock, and has otherwise attempted to manipulate the public market for GLGS stock. In taking these actions, Platt has acted both on his own account and as an agent of GLGS's competitor, PPI.

20. There is no adequate remedy at law to redress Platt's and PPI's wrongful use of GLGS's proprietary technology and trade secrets.

***Count I: Breach of Contract
(Against Platt)***

21. GLGS restates and incorporates as if set forth fully herein the allegations contained in the preceding paragraphs of this Counterclaim.
22. For good and valuable consideration, GLGS and David Platt entered into the Separation Agreement on June 1, 2000.
23. Pursuant to the Separation Agreement, Platt acknowledged his liability to repay GLGS \$60,000, which amount remains outstanding. Platt is further obligated to repay GLGS \$25,643.82 for a Dodge Caravan conveyed to him in accordance with the Separation Agreement, which amount also remains outstanding.
24. Platt breached the Separation Agreement by forming and operating PPI in competition with GLGS, entitling GLGS to recover all moneys previously paid in accordance with the Agreement, plus its costs and attorney fees. GLGS paid Platt several months' salary, and conveyed to Platt another company car with substantial value pursuant to the Separation Agreement, and is entitled to recover the full value of same.
25. GLGS has been further damaged as a result of Platt's formation and operation of a competing company in violation of his contractual obligations, and by his breach of the non-disparagement clause in Section 8 of the Separation Agreement.
26. On information and belief, the technology developed to date by Platt and/or PPI is based on confidential information of GLGS which Platt was obligated pursuant to the Separation Agreement not to use, and/or comprises or is based on inventions which Platt is contractually obligated to assign to GLGS pursuant to the Separation Agreement. Platt's failure to identify and assign the same constitutes a breach of contract. His failure to do so has damaged GLGS, and continues to cause harm for which a monetary remedy is inadequate.

27. Pursuant to the Separation Agreement, and the provisions of the Employment Agreement incorporated as continuing obligations therein, Platt is obligated to hold in trust for the benefit of GLGS, and assign to GLGS, certain inventions and all related proprietary rights, including without limitation all of his right, title and interest in US Patent Number 6,645,946, all continuations and continuations-in-part thereof, and all rights under any agreements licensing or assigning such technology.

***Count II: Tortious Interference/Inducement to Breach
(Against PPI)***

27. GLGS restates and incorporates as if set forth fully herein the allegations contained in the preceding paragraphs of this Counterclaim.

28. At all relevant times, PPI, through Platt, has been fully aware of Platt's contractual obligations to GLGS and his activities in breach of the Separation Agreement.

29. PPI has continued to operate so as to knowingly induce Platt to breach his contract with GLGS, with the improper purpose of wrongfully appropriating GLGS's intellectual property, and so as to gain an unfair advantage in competition with GLGS both in product development and in attracting capital.

30. GLGS has been and continues to be damaged by PPI's wrongful acts.

***Count III: Misappropriation of Proprietary Rights
(Against Platt and PPI)***

31. GLGS restates and incorporates as if set forth fully herein the allegations contained in the preceding paragraphs of this Counterclaim.

32. As a result of his employment with GLGS, Platt was exposed to, participated in, and was intimately familiar with GLGS confidential information concerning the development, manufacture, and use of modified polysaccharides useful in the treatment of cancer.

33. Platt formed PPI shortly after the termination of his employment by GLGS, at a time when he remained obligated to assign his inventions and ideas in this field to GLGS. PPI has been and remains in direct competition with GLGS. PPI has advanced a drug candidate for Phase I and Phase II trials through an arduous FDA regulatory process with unusual and remarkable speed. It is virtually inconceivable that Platt did not employ GLGS confidential information which he himself generated, or to which he was exposed at GLGS, in his work for PPI, and therefore to the detriment of GLGS.

34. On information and belief, Platt and PPI have misappropriated GLGS' confidential trade secret information.

***Count IV: G.L. Chapter 93A
(Against Platt and PPI)***

35. GLGS restates and incorporates as if set forth fully herein the allegations contained in the preceding paragraphs of this Counterclaim.

36. GLGS, Platt and PPI are all engaged in trade or commerce in the development for approval and commercial use of cancer treatment agents. The acts alleged in this Counterclaim occurred primarily and substantially in Massachusetts, where all parties are resident.

37. The acts complained of above, including the defendants' misappropriation of GLGS' trade secrets, PPI's tortious interference with GLGS's contractual rights in relation to Platt, and Platt's other efforts to disparage and destroy GLGS so as to deprive it of the benefits of its License Agreement, constitute unfair or deceptive acts which have caused, and continue to cause, actual damage to GLGS.

38. The aforesaid unfair and deceptive acts have been undertaken by the defendants knowingly and willfully.

39. Pursuant to G.L. c. 93A, § 11, GLGS is entitled to recover three times the value of its actual damages, plus costs and attorneys fees.

Prayers for Relief

WHEREFORE, the Defendant/Plaintiff-in-Counterclaim Glycogenesys, Inc. respectfully prays for the following relief:

1. That the Court enter judgment in its favor on all counts of the Complaint in this action;
2. That the Court enter judgment in its favor on Count I of the Counterclaim for breach of contract against Platt, and award damages in an amount to be determined at trial, together with costs and attorneys fees as provided in the Separation Agreement;
3. That the Court enter judgment in its favor on Count II of the Counterclaim against PPI, and award damages in an amount to be determined at trial;
4. That the Court enter judgment in its favor on Count III of the Counterclaim against Platt and PPI, and award damages in an amount to be determined at trial;
5. That the Court enter judgment in its favor on Count IV of the Counterclaim against Platt and PPI, and award it three times its actual damages, together with costs and reasonable attorneys fees;
6. That this Court enter an order:
 - a. permanently enjoining the defendants-in-counterclaim from developing, selling, or otherwise using any polysaccharide compound that constitutes a mechanism to attack cancer cells;
 - b. permanently enjoining the defendants-in-counterclaim from in any way using proprietary and trade secret information of GLGS;

c. enjoining Platt from participating in any way, directly or indirectly, in the business of PPI for a period of two years from the date of judgment in accordance with Platt's contractual obligations;

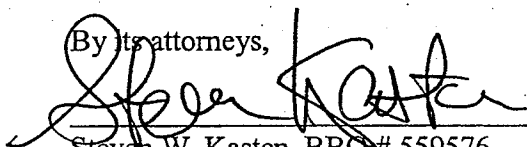
d. ordering the defendants-in-counterclaim to identify each and every invention made, conceived or originated in whole or part by David Platt on or before June 20, 2002, and to assign all rights in such inventions, including all patents and patent applications and continuations, including without limitation U.S. Patent 6,645,946, to GLGS, and permanently enjoining the defendants-in-counterclaim from using any such inventions or other inventions based thereon; and

7. That this Court enter such further relief as appears just and appropriate.

Respectfully Submitted,

GLYCOGENESYS, INC.

By its attorneys,



Steven W. Kasten, BBO # 559576

Patrick Kerrigan, BBO # 654443

McDERMOTT, WILL & EMERY

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Boston, MA 02109

Tel: (617) 535-4000

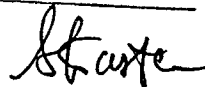
Fax: (617) 535-3800

Dated: February 23, 2004

BST99 1394578-2.009900.0011

CERTIFICATION OF SERVICE
I hereby certify that a true copy of the above
document was served upon the attorney of record
for each other party by hand on _____

2/23/04



SAFESCIENCE, INC.

Employment Agreement

THIS EMPLOYMENT AGREEMENT, dated as of this 29th day of June, 1999 (this "Agreement"), is between SafeScience, Inc., a Nevada corporation (hereinafter called the "Employer"), and David Platt (hereinafter called the "Employee").

WHEREAS, the Employer desires to employ the Employee as its Chairman and Chief Executive Officer, and the Employee desires to accept such employment, all upon the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the premises and the mutual promises hereinafter set forth, the parties hereto hereby mutually agree as follows:

1. Employment. The Employer hereby employs the Employee, and the Employee hereby accepts employment, upon and subject to the terms and conditions set forth herein.

2. Effective Date and Term. The term (the "Term") of employment of the Employee hereunder shall commence as of the date first above written (the "Effective Date") and shall continue until the third anniversary of the Effective Date unless terminated earlier in accordance with the provisions hereof or unless extended in writing by the Employer and Employee.

3. Title, Powers and Duties; Extent of Services. The Employee shall promote the business and affairs of the Employer as its Chairman and Chief Executive Officer. The Employee shall report and be responsible to the Board of Directors of the Employer (the "Board"), and, except for vacations and absences due to temporary illness or disability, shall devote his full efforts, time, attention and energies to the business and affairs of the Employer. As its Chairman and Chief Executive Officer, the Employee shall have the duties and responsibilities normally inherent in his position and such other duties and responsibilities, consistent with his position, as may be reasonably assigned to him by the Board from time to time. The Employee agrees to abide by the rules, regulations, instructions, personnel practices and policies of the Employer and any changes therein which may be adopted from time to time by the Employer.

4. Compensation.

-2-

4.1. Salary. During the Term, the Employer shall pay the Employee a base salary at the annual rate of \$180,000, payable in accordance with the Employer's standard payroll practices. The base salary to which the Employee is entitled pursuant to this Section 4.1 is hereinafter referred to as the "Salary".

4.2. Expense Reimbursement. The Employer shall reimburse the Employee for any actual expenses incurred by the Employee within the scope of his employment under this Agreement so long as such expenses are reasonable and necessary, appropriately documented, and in compliance with budgetary and policy guidelines of the Employer. The Employee will be responsible for reporting and documenting his own tax deductions for un-reimbursed business expenses.

4.3. Benefits. The Employee shall be entitled to receive such employee or fringe benefits as may be offered or made available by the Employer from time to time to its employees (the "Benefits").

4.4. Bonuses. The Employee will be eligible to receive bonuses in accordance with individual and company performance criteria established under the Employer's stock option plan, as determined by the Compensation Committee of the Board.

5. Termination.

5.1. Termination upon Death. This Agreement and the Employee's employment hereunder shall terminate immediately upon the Employee's death.

5.2. Termination. The Employer may at any time immediately terminate the employment of the Employee under this Agreement with or without Cause (as defined below). The Employee may at any time immediately terminate his employment under this Agreement with or without Good Reason (as defined below). The rights and obligations of the parties upon any termination of the Employee's employment shall be as set forth in Section 5.3 hereof.

(a) For purposes of this Agreement, the term "Cause" shall mean (i) any act of dishonesty, gross negligence or willful misconduct with respect to the Employer, including without limitation, fraud or theft, on the part of the Employee, (ii) conviction of the Employee for a felony, or (iii) the Employee's sustained failure, as determined by the Employer's Board of Directors, to perform significant duties hereunder (which duties are not inconsistent with the terms of this Agreement) after notice and a thirty (30) day opportunity to cure.

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(b) For purposes of this Agreement, the term "Good Reason" shall mean a material breach by the Employer of any term of this Agreement.

5.3. Rights Upon Termination. In the event that:

(a) the employment of the Employee is terminated by the Employer for Good Reason or by the Employer without Cause, then for the remainder of the Term, the Employer shall pay to the Employee, at the time otherwise due under Section 4, all Salary at the rate in effect at the time of termination plus, if not yet paid to the Employee, the Employee's bonus, if any, earned in the year prior to such termination at such time as such bonus would be paid had the Employee's employment hereunder not been terminated. The obligations of the Employer pursuant to this Section 5.3(a) shall be in lieu of any other rights of the Employee to compensation or Benefits hereunder, and no other compensation of any kind or any other amounts shall be due to the Employee by the Employer under this Agreement, except that Employee shall be entitled to continue to receive health benefits for the remainder of the Term.

(b) the Employee's employment terminates by reason of Employer's death or Permanent Disability, then the Employer shall pay and provide to the Employee or Employee's estate or other successor in interest at the time otherwise due under Section 4 all Salary and Benefits due to the Employee under Section 4 through the end of the day on which the termination occurs, but reduced in the case of disability by any payments received under any disability plan, program or policy paid for by the Employer. For purposes of this Agreement, "Permanent Disability" shall mean the Employee's inability to perform his or her duties hereunder for a continuous period of six (6) months by reason of his or her physical or mental illness or incapacity. In the event of any dispute concerning the existence of a Permanent Disability, such question shall be determined by a licensed physician selected by the Employer and reasonably acceptable to the Employee, whose determination shall be final and binding upon the parties. The Employee shall submit to such examinations and furnish such information as such physician may reasonably request.

(c) the employment of the Employee is terminated by the Employer without Good Reason or by the Employer for Cause, the Employee shall not be entitled to compensation or Benefits granted hereunder beyond the date of the termination of the Employee's employment, and no other compensation of any kind or any other amounts shall be due to the Employee by the Employer under this agreement.

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5.4. Diminution of Responsibilities. For purposes of this Section 5, a substantial diminution of the Employee's responsibilities or authority as they relate to the Employer's business as a whole shall be deemed a "termination" by the Company.

6. Confidential Information.

6.1. Definitions. For purposes of this Agreement, the term "Confidential Information" shall mean (i) confidential information, knowledge or data of the Employer, (ii) trade secrets of the Employer and (iii) any other information of the Employer disclosed to the Employee or to which the Employee is given access prior to the termination of the Employee's employment with the Employer. Without limiting the generality of the foregoing, the term Confidential Information shall include (A) all inventions, improvements, developments, ideas, processes, prototypes, plans, drawings, designs, models, formulations, specifications, methods, techniques, shop-practices, discoveries, innovations, creations, technologies, formulas, algorithms, data, computer databases, reports, laboratory notebooks, papers, writings, photographs, source and object codes, software programs, other works of authorship, and know-how (including all records pertaining to any of the foregoing), whether or not reduced to writing and whether or not patented or patentable or registered or registrable under patent, copyright, trademark or similar statute, that are owned by the Employer or that are required to be assigned to the Employer by any person, including, without limitation, the Employee or any other employee or consultant of the Employer, or that are licensed to the Employer by any person (all of the foregoing items listed or described in this clause (A) are hereinafter referred to, collectively, as "Inventions"), (B) information regarding the Employer's plans for research and development or for new products, (C) information regarding regulatory matters pertaining to the Employer, (D) information regarding any acquisition or strategic alliance effected by the Employer or any proposed acquisition or strategic alliance being considered by the Employer, (E) information regarding the status or outcome of any negotiations engaged in by the Employer, (F) information regarding the existence or terms of any contract entered into by the Employer, (G) information regarding any aspect of the Employer's intellectual property position, (H) information regarding prices or costs of the Employer, (I) information regarding any aspect of the Employer's business strategy, including, without limitation, the Employer's marketing, selling and distribution strategies, (J) information regarding customers or suppliers of the Employer, (K) information regarding the skills, compensation and other terms of employment or engagement of the Employer's employees and consultants, (L) business plans, budgets, unpublished financial statements and unpublished financial data of the Employer, (M) information regarding marketing and sales of any actual or proposed product or services of the Employer and (N) any other information that the Employer may designate as or reasonably deem to be confidential. "Confidential Information" shall exclude information known to the Employee prior to the date of employment.

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6.2. Nondisclosure. The Employee acknowledges that, except to the extent otherwise provided below in this Section 6.2 or in Section 6.4 hereof, all Confidential Information disclosed to or acquired by the Employee is a valuable, special, and unique asset of the Employer and is to be held in trust by the Employee for the Employer's sole benefit. Except as otherwise provided below in this Section 6.2 or in Section 6.4 hereof, the Employee shall not, at any time during or after the Term, use for himself or others, or disclose or communicate to any person for any reason, any Confidential Information without the prior written consent of the Employer. Notwithstanding anything in this Section 6.2 to the contrary, it is understood that, except to the extent otherwise expressly prohibited by the Employer, (A) the Employee may disclose or use Confidential Information in performing his duties and responsibilities to the Employer but only to the extent required or necessary for the performance of such duties and responsibilities in the ordinary course and within the scope of his employment, and (B) the Employee may disclose any Confidential Information pursuant to a request or order of any court or governmental agency, provided that the Employee promptly notifies the Employer of any such request or order and provides reasonable cooperation (at the Employer's expense) in the efforts, if any, of the Employer to contest or limit the scope of such request or order.

6.3. Third Party Confidential Information. The Employee acknowledges and agrees that the Employer has received, and may receive in the future, confidential or proprietary information from third parties ("Third Party Confidential Information") subject to a duty on the Employer's part to maintain the confidentiality of such Third Party Confidential Information and to use it only for certain limited purposes. During the Term and thereafter, the Employee shall hold Third Party Confidential Information in the strictest confidence and will not use or disclose to anyone any Third Party Confidential Information, unless expressly authorized in writing by the Employer or unless otherwise provided below in this Section 6.3 or in Section 6.4 below. Notwithstanding anything in this Section 6.3 to the contrary, it is understood that, except to the extent otherwise expressly prohibited by the Employer, (A) the Employee may disclose or use Confidential Third Party Information in performing his duties and responsibilities to the Employer but only to the extent required or necessary for the performance of such duties and responsibilities in the ordinary course and within the scope of his employment and (B) the Employee may disclose any Third Party Confidential Information pursuant to a request or order of any court or governmental agency, provided that the Employee promptly notifies the Employer of any such request or order and provides reasonable cooperation (at the Employer's expense) in the efforts, if any, of the Employer to contest or limit the scope of such request or order.

6.4. Permitted Disclosures. The Employee's obligations under Section 6.2 and/or Section 6.3 hereof not to use, disclose or communicate Confidential Information or Third Party Confidential Information to any person without the prior

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written consent of the Employer shall not apply to any Confidential Information or Third Party Confidential Information which (i) is or becomes publicly known (as demonstrated by written evidence provided by the Employee) under circumstances involving no breach by the Employee of this Agreement and/or (ii) was or is approved for release by the Board or an authorized officer of the Employer.

6.5. Other Duties. The obligations of the Employee under this Section 6 are without prejudice, and are in addition to, any other obligations or duties of confidentiality, whether express or implied or imposed by applicable law, that are owed to the Employer or any other person to whom the Employer owes an obligation of confidentiality.

7. No Improper Disclosure or Use of Materials. The Employee shall not improperly use or disclose to the Employer or for the Employer's benefit any confidential information or trade secrets of (i) any former or future employer, (ii) any person to whom the Employee has previously provided, currently provides or may in the future provide consulting services or (iii) any other person to whom the Employee owes an obligation of confidentiality. The Employee shall not bring onto the premises of the Employer any unpublished documents or any property belonging to any person referred to in any of the foregoing clauses (i), (ii) or (iii) unless consented to, in writing, by such person.

8. Right to Inspect. The Employee agrees that any property situated on the Employer's premises, including disks and other storage media, filing cabinets or other work areas, is subject to inspection by Employer personnel at any time with or without notice.

9. Inventions; Assignment.

9.1. Definitions. For purposes of this Agreement, the term "Assigned Inventions" shall mean any and all Inventions that (i) are made, conceived, invented, discovered, originated, authored, created, learned or reduced to practice by the Employee, either alone or together with others, in the course of performing his duties and responsibilities hereunder or in the course of otherwise rendering any services to the Employer (in either case, regardless of whether or not such Inventions were made, conceived, invented, discovered, originated, authored, created, learned or reduced to practice by the Employee at the Employer's facilities or during regular business hours or utilizing resources of the Employer) or (ii) arise out of or are based upon any Confidential Information or Third Party Confidential Information. For purposes of this Agreement, the term "Proprietary Rights" shall mean (x) any and all rights under or in connection with any patents, patent applications, copyrights, copyright applications, trademarks, trademark applications, service marks, service mark applications, trade names, trade name applications, mask works, trade secrets and/or other intellectual property rights with respect to Assigned Inventions and (y)

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the goodwill associated with any and all of the rights referred to in the foregoing clause (x).

9.2. Assignment; Notice. The Employee hereby agrees to hold any and all Assigned Inventions and Proprietary Rights in trust for the sole right and benefit of the Employer and such other person or persons as the Employer shall designate in writing, and the Employee hereby assigns to the Employer and such other person or persons as the Employer shall designate in writing all of his right, title and interest in and to any and all Assigned Inventions and Proprietary Rights. The Employee agrees to give the Employer prompt written notice of any Invention or Proprietary Right and agrees to execute such instruments of transfer, assignment, conveyance or confirmation and such other documents as the Employer may request to evidence, confirm or perfect the assignment of all of the Employee's right, title and interest in and to any Assigned Invention or Proprietary Right pursuant to the foregoing provisions of this Section 9.2. The Employee hereby waives and quitclaims to the Employer any and all claims of any nature whatsoever that the Employee may now or hereafter have for infringement of any Proprietary Rights assigned hereunder to the Employer.

9.3. Works Made for Hire. The Employee hereby acknowledges and agrees that those Assigned Inventions that are original works of authorship protectable by copyright are "works made for hire," as that term is defined in the United States Copyright Act.

9.4. Duties to Assist At the request of the Employer, the Employee will assist the Employer in every proper way (including, without limitation, by executing patent applications) to obtain and enforce in any country in the world Proprietary Rights relating to any or all Assigned Inventions. The Employee's obligation under this Section 9.4 shall continue beyond the Term. If and to the extent that, at any time after the Term, the Employer requests assistance from the Employee with respect to obtaining and enforcing in any country in the world any Proprietary Rights relating to Assigned Inventions, the Employer shall compensate the Employee at a reasonable rate for the time and expenses actually spent by the Employee on such assistance.

9.5. Power of Attorney. By this Agreement, the Employee hereby irrevocably constitutes and appoints the Employer as his attorney-in-fact for the purpose of executing, in the Employee's name and on his behalf, (i) such instruments or other documents as may be necessary to evidence, confirm or perfect any assignment pursuant to the provisions of this Section 9, (ii) such instruments or other documents as may be necessary to assign, transfer or convey any Assigned Invention to any third party to whom the Employer desires to assign, transfer or convey any Assigned Invention or any interest therein or (iii) such applications, certificates, instruments or documents as may be necessary to obtain or enforce any Proprietary

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Rights in any country of the world. This power of attorney is coupled with an interest on the part of the Employer and is irrevocable.

9.6. Filings. Without the prior written consent of the Employer, the Employee shall not, at any time, file any patent, trademark, service mark, trade name or copyright application with respect to, or claiming, any Assigned Inventions.

9.7. Other Duties. The obligations of the Employee under this Section 9 are without prejudice, and are in addition to, any other obligations or duties of the Employee, whether express or implied or imposed by applicable law, to assign to the Employer all Assigned Inventions and all Proprietary Rights.

10. Agreement Not to Compete.

10.1. Noncompetition. In view of the unique nature of the business of the Employer and the need of the Employer to maintain its competitive advantage in the industry, the Employee agrees that, during the Restricted Period (as defined in Section 10.2 below), the Employee shall not, directly or indirectly, within the United States of America or its Territories or Possessions or within any other country in the world in which the Employer has conducted or is then conducting business, engage in, own an interest in (except as a holder of no more than five percent (5%) of the shares of any publicly traded corporation); be employed by, consult for, act as an advisor to, or otherwise in any way participate in or become associated with, any Competitive Business (as defined in Section 10.2 below) or any corporation, partnership, limited liability company, business, enterprise, venture or other person or entity that is engaged or participates in any Competitive Business (each, a "Competitive Business Entity"), unless in each case the Employee shall have given to the Board notice of the Employee's intention to be employed by, consult for, act as an advisor to, or otherwise in any way participate in or become associated with, any Competitive Business or any Competitive Business Entity and the Board shall have approved the Employee's relationship with or engagement in such Competitive Business or Competitive Business Entity; provided, however, that, notwithstanding anything in the foregoing provisions of this Section 10.1 to the contrary, the Employee may be employed by, consult for, act as an advisor to, or otherwise participate in any way with, any person or entity that is engaged in any Competitive Business if, but only if, the services being rendered by the Employee to such person or entity (whether in the nature of employment services, consulting services or otherwise) do not pertain or in any way relate to such Competitive Business. During the Restricted Period, the Employee also shall not solicit, or arrange to have any other person or entity solicit, any person or entity engaged by the Employer as an employee, customer or supplier of, or consultant or advisor to, the Employer to terminate such party's relationship with the Employer.

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10.2. Definitions. For purposes of this Section 10, the following terms shall have the meanings provided therefor below:

(a) "Competitive Business" shall mean any business that is engaged in a business in competition with the activities of the Company as they may exist from time to time.

(b) "Restricted Period" shall mean the period commencing on the date of this Agreement and ending on the first anniversary of the effective date of the termination of the Employee's employment with the Employer unless: (a) Employer terminates the employment of the Employee under this Agreement without Cause or (b) Employee terminates employment with Good Reason, in which case "Restricted Period" shall mean the period commencing on the date of this Agreement and ending on the date the Employee ceases being entitled to receive Salary pursuant to the provisions of Section 5.3(a).

10.3. Time Periods; Divisibility. The time periods provided for in this Section 10 shall be extended for a period of time equal to any period of time in which the Employee shall be in violation of any provision of this Section 10 and any period of time required for litigation to enforce the provisions of this Section 10. If at any time the provisions of this Section 10 shall be determined to be invalid or unenforceable, by reason of being vague or unreasonable as to area, duration or scope of activity, this Section 10 shall be considered divisible and shall become and be automatically amended to apply only to such area, duration and scope of activity as shall be determined to be reasonable by the court or other body having jurisdiction over the matter; and the Employee agrees that this Section 10, as so amended, shall be valid and binding as though any invalid or unenforceable provision had not been included herein.

11. Return of Documents. Employee will promptly deliver to the Employer, upon the termination of the Employee's employment with the Employer or, if earlier, upon the request of the Employer, all documents and other tangible media (including all originals, copies, reproductions, digests, abstracts, summaries, analyses, notes, notebooks, drawings, manuals, memoranda, records, reports, plans, specifications, devices, formulas, storage media, including software, and computer printouts) in the Employee's actual or constructive possession or control that contain, reflect, disclose or relate to any Confidential Information, Third Party Confidential Information, Assigned Inventions or Proprietary Rights. The Employee will destroy any related computer entries on equipment or media not owned by the Employer.

12. No Use of Name, Etc. Without the prior written consent of the Employer, the Employee shall not, at any time (including, without limitation, at any time after the termination of the Employee's employment with the Employer), use,

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for himself or on behalf of any other person, any name that is identical or similar to or likely to be confused with the name of the Employer or the name of any product or service produced or provided by the Employer, provided that the Employee prior to termination may use the Employer's name in performing his or her duties and responsibilities to the Employer but only to the extent required or necessary for the performance of such duties and responsibilities in the ordinary course and within the scope of his employment. Without the prior written consent of the Employer, the Employee shall not, at any time after the termination of the Employee's employment with the Employer, directly or indirectly represent himself, whether on his behalf or on behalf of any other person, as then being in any way connected or associated with the Employer.

13. No Conflicting Obligation. Employee represents that he is free to enter into this Agreement and that his performance of all of the terms of this Agreement and of all of his duties and responsibilities as an employee of the Employer do not and will not breach (i) any agreement to keep in confidence information acquired by the Employee in confidence or in trust, (ii) any agreement to assign to any third party inventions made by the Employee and/or (iii) any agreement not to compete against the business of any third party. Employee further represents that he has not made and will not make any agreements in conflict with this Agreement.

14. Indemnification. The Employer agrees to indemnify, defend and hold harmless the Employee and his respective successors, heirs and assigns ("Indemnitees") against any liability, damage, loss or expense (including reasonable attorneys' fees and expenses of litigation) incurred by or imposed upon the Indemnitees or any of them in connection with any claims, suits, actions, demands or judgments arising from the good faith performance by the Employee of his duties and responsibilities hereunder.

15. Unique Nature of Agreement; Specific Enforcement. The Employer and the Employee agree and acknowledge that the rights and obligations set forth in this Agreement are of a unique and special nature and that the Employer is, therefore, without an adequate legal remedy in the event of the Employee's violation of any of the covenants set forth in this Agreement. The Employer and the Employee agree, therefore, that, in addition to all other rights and remedies, at law or in equity or otherwise, that may be available to the Employer, each of the covenants made by the Employee under this Agreement shall be specifically enforceable in equity.

16. Survival. The provisions of Sections 6, 7, 9, 10, 12 and 14 shall survive the termination of this Agreement.

17. Miscellaneous.

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17.1. Entire Agreement. This Agreement represents the entire agreement of the parties with respect to the arrangements contemplated hereby. No prior agreement, whether written or oral, shall be construed to change, amend, alter, repeal or invalidate this Agreement. This Agreement may be amended only by a written instrument executed in one or more counterparts by the parties.

17.2. Waiver. No consent to or waiver of any breach or default in the performance of any obligations hereunder shall be deemed or construed to be a consent to or waiver of any other breach or default in the performance of any of the same or any other obligations hereunder. Failure on the part of either party to complain of any act or failure to act of the other party or to declare the other party in default, irrespective of the duration of such failure, shall not constitute a waiver of rights hereunder and no waiver hereunder shall be effective unless it is in writing, executed by the party waiving the breach or default hereunder.

17.3. Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. This Agreement may be assigned by the Employer to any Affiliate of the Employer and to a successor of its business to which this Agreement relates (whether by purchase or otherwise). "Affiliate of the Employer" means any person which, directly or indirectly, controls or is controlled by or is under common control with the Employer and, for the purposes of this definition, "control" (including the terms "controlled by" and "under common control with") shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of another whether through the ownership of voting securities or holding of office in another, by contract or otherwise. The Employee may not assign or transfer any or all of his rights or obligations under this Agreement.

17.4. Arbitration (a) Disputes to be Arbitrated Any controversy, claim, or dispute arising out of or relating to this Agreement, including its formation, validity, or breach thereof, whether arising during or after the period of this Agreement, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and the decision of the arbitrator shall be final and binding upon the parties. Nothing in this paragraph, however, shall prevent the parties from seeking injunctive relief from a state or federal court of competent jurisdiction.

(b) Arbitration Procedure The arbitration shall be conducted by one neutral arbitrator, who shall be selected in accordance with the rules of the American Arbitration Association. The arbitration shall take place in Boston, Massachusetts. The arbitrator shall issue a written decision and set forth the reasons for said decision. Judgment upon the award rendered by the arbitrator may be entered in any federal or state court having competent jurisdiction thereof. The costs of arbitration, including the fees of the arbitrator, shall be

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borne equally. Each side shall bear its own attorney's fees and costs, and punitive damages shall not be allowed.

17.5. Severability. All headings and subdivisions of this Agreement are for reference only and shall not affect its interpretation. In the event that any provision of this Agreement should be held unenforceable by a court of competent jurisdiction, such court is hereby authorized to amend such provision so as to be enforceable to the fullest extent permitted by law, and all remaining provisions shall continue in full force without being impaired or invalidated in any way.

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17.6. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of The Commonwealth of Massachusetts, excluding choice of law rules thereof.

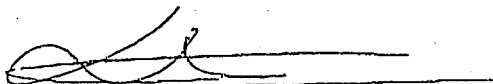
IN WITNESS WHEREOF, the parties have signed this agreement as of the date written above as a sealed instrument.

SAFESCIENCE, INC.

By: 

Name: BRADLEY J. CARVER

Title: PRESIDENT



Name: David Platt

SAFESCIENCE*Making Chemical Safety a Lifestyle Choice™*

May 31, 2000

Mr. David Platt
12 Appleton Circle
Newton, MA 02459

Dear David:

It is with regret that we inform you that SafeScience, Inc. (together with its subsidiaries, SafeScience Products, Inc. and International Gene Group, Inc., "SafeScience" or "the Company"), has reached the conclusion that your employment with the Company must end immediately.

In the interest of making your transition from the Company as smooth as possible for all parties, the Company is prepared to offer you the severance package set forth below. *Please take note that if you wish to accept the terms of the Company's offer, you must advise Mr. Brian Hughes of your acceptance, by signing and returning this letter to Mr. Hughes by 5:00 p.m. tomorrow, Thursday, June 1, 2000.* Your acceptance of this severance package may be communicated to Mr. Hughes via facsimile at (617) 422-0675. If Mr. Hughes does not receive a signed copy of this letter by 5:00 p.m. tomorrow, the Company will assume that you have rejected the Company's offer, and it shall be withdrawn.

If you do not accept the Company's offer by 5:00 p.m. on June 1, 2000, your employment with the Company will be terminated at that time for Cause, as that term is defined in Section 5.2(a) of the Employment Agreement dated June 29, 1999 entered into between you and the Company (your "Employment Agreement"), and your salary, benefits and stock options will be terminated immediately.

The specific terms of the Company's offer (the "Agreement") are as follows:

1. *Termination of Employment.* Effective immediately, you will resign your employment with the Company as Chairman of the Company's Board of Directors, and Chief Executive Officer and Secretary of the Company. In addition, you will immediately resign as a Director, including withdrawing as a nominee for Director for the upcoming fiscal year of the Company, and any other offices or titles you hold with the Company, including without limitation, any directorships, titles or offices held with SafeScience Products, Inc. and International Gene Group, Inc.

2. *Severance Pay.* The Company will continue to pay you your current salary, in accordance with the Company's regular payroll practices, and subject to appropriate tax

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withholdings, through June 29, 2002 [~~provided that the net salary paid under this section will be reduced by \$2,500 (Two Thousand Five Hundred Dollars) each month for the twenty-four months following the date of your termination, such reduction representing~~ You will be liable for] reimbursement to the Company of \$60,000 of unauthorized and outstanding personal expenses and personal loans which you have incurred at the Company's expense. This \$60,000 reimbursement includes \$16,500 attributable to American Express charges incurred by you in 1999, \$18,500 attributable to American Express charges incurred by you in 2000, and \$25,000 attributable to an American Express line of credit check made by you in 2000. *Provided further* that should independent auditors of the Company determine that there are additional expenses or loans which you have incurred at the Company's expense, the net salary paid under this section shall be reduced by such amount necessary to reimburse the Company for such additional amounts over the twenty-four months following the date of your termination. [These obligations will be satisfied and paid by you from the first proceeds from the sale of your stock from a secondary offering and/or sales of your stock after your Lock-Up period (Paragraph 5) ends, whichever happens first.]

3. *Benefits and Insurance.*

(a) The Company will continue to maintain the medical coverage you are now provided under the Company's health insurance plan at its own expense, or such coverage that is in the future offered to employees of the Company, on such terms that are offered to such employees, through June 29, 2002. You acknowledge that the continuation of your medical coverage provided under this Section shall be applied against any period of coverage for which you may now or in the future be eligible under the Consolidated Omnibus Budget Reconciliation Act of 1986 ("COBRA").

(b) Except as provided in paragraph 3(a) above, your participation in any and all employee benefit plans of the Company will terminate effective May 31, 2000, in accordance with the specific terms of those plans.

4. *Stock Options.* The Company will continue the terms of your stock option to purchase 100,000 shares of common stock dated June 21, 1999, which terminates on June 20, 2002.

5. *Registration Rights; Lock-Up.* Because you are subject to Rule 144 volume limitations regarding the sale of your SafeScience shares (as explained in section 9 below), in order to aid you in facilitating the sale of your shares of SafeScience if you so desire, the Company will agree to include your shares of SafeScience in a registration in an underwritten offering of newly issued shares by the Company to the extent permitted under the Company's existing agreements and other registration rights that may be granted by the Company and subject to customary underwriters' curbsacks. In consideration of such piggyback or incidental registration rights, you agree not to offer, pledge, sell, contract to sell, sell any option or contract to purchase, grant any option, right or warrant to purchase, lend, or otherwise transfer or dispose of, directly or indirectly, any of shares of common stock of the Company or any securities exercisable or convertible into shares of common

stock of the Company through June 29, 2002. You agree that the first proceeds from the sale of any SafeScience shares held by you will be paid to the Company to satisfy your obligations to the Company under Paragraphs 2 and 6 hereof and that only the Company will have a security interest in such proceeds. You agree to execute any documents reasonably requested by the Company in order to evidence this security interest.

6. *Return of Property and Automobiles.* You hereby warrant and represent that you have returned to the Company: (a) all originals and copies of all proprietary or confidential information and trade secrets of the Company; (b) all originals and copies of Company files, whether in printed or electronic format; (c) all identification cards, keys, or other means of access to the Company; and (d) all Company credit cards, including without limitation the American Express and VISA cards which you have been issued by the Company; (e) any and all Company checks or checkbooks; and (f) any other property of the Company in your possession, custody or control. You further warrant and represent that you have not incurred any charges on any credit cards issued to you by the Company, or indebted the Company in any manner, since receiving notice of the termination of your employment with the Company.

The Company will provide you with the title to the Ford Taurus presently owned by the Company and provided for your use ("the Taurus"). Effective June 2, 2000, the Company will cease to maintain any insurance on the Taurus.

You agree to return the Dodge Caravan presently leased by the Company and provided for your use ("the Caravan"), by 5:00 p.m. on Friday, June 2, 2000 [or in the alternative, request the Company to purchase this vehicle from the lessor at \$25,643.82 and transfer title to you in exchange for your agreement hereby to reimburse the Company such sum as the Company pays to the lessor for said vehicle. This obligation will be satisfied and paid by you from the sale of the first proceeds of your stock from a secondary offering and/or sales of your stock after your Lock-Up period (Paragraph 5) ends, whichever happens first. In either event the vehicle must be returned by 5pm on Friday June 2nd, 2000 until title transfer has been completed. ~~Effective June 2, 2000, the Company will cease to maintain any insurance on the Caravan.~~ You will be responsible for insuring this vehicle.]

Effective immediately, the Company shall cease to provide paid parking at the 200 Stuart Street parking garage.

The Company, at its own expense, shall pack and ship all of your personal effects and property presently in the Company's possession, custody or control, but only to the extent that such material is not or does not contain proprietary or confidential information of the Company, to your home address or such other address that you may provide with notice of your acceptance of this Agreement.

7. *No Contact.* As a material inducement to the Company to enter into this Agreement, you agree, effective immediately, that you shall have no future contact, nor shall you allow or instruct any other party to have or attempt to have such future contact on

your behalf, with the Company, its parents, subsidiaries, affiliates, successors, and assigns or any of these entities' past, present or former directors, officers, employees, representatives, shareholders, advisors, consultants, agents, customers, licensees, licensors or vendors, except as specifically provided for in this Agreement. For purposes of this section, "contact" shall include but be not limited to your physical appearance at or around the offices of the Company (presently located at 31 St. James Avenue, Boston, Massachusetts); your physical appearance at the Company's annual shareholder meetings; your physical appearance at or near the residences of any of the Company's employees, officers, directors or any other party aforementioned in this section; and/or your telephoning, mailing to, faxing to, or communicating via any other electronic method with any of the aforementioned parties except as specifically provided for in this Agreement.

8. *Non disparagement.* You agree that you will not make any statements, in oral, printed, electronic or any other form, whether true or false, derogatory or complimentary, about the Company, its past or present directors, officers, employees, representatives, shareholders, advisors, consultants, agents, customers, licensees, licensors or vendors, the Company's products, processes or technologies, or parties to whom or from whom the Company licenses, buys or sells such products, processes or technologies, or take any other action which is injurious or harmful to any of the aforementioned parties, or allow or instruct any other party to make or attempt to make any such statements on your behalf. Without limiting the foregoing, you expressly agree that you will not contact any shareholder of the Company or member of the Company's Board of Directors, and will not influence or attempt to influence their votes, actions or business of any kind in any fashion.

9. *Continuing Obligations.* You hereby expressly acknowledge and agree to all continuing obligations set forth in your Employment Agreement, which are expressly incorporated herein, including, without limitation: your obligations with regard to Confidential Information as set forth in Section 6 of your Employment Agreement; your obligations with regard to the Use or Disclosure of Materials provided for in Section 7 of your Employment Agreement; your obligations with respect to your Assignment of Inventions detailed in Section 9 of your Employment Agreement; your Agreement Not to Compete contained in Section 10 of your Employment Agreement; your obligation to return Company documents and tangible media set forth in Section 11 of your Employment Agreement, to the extent that such obligations are not already provided for under this Agreement; the restrictions on the use of the Company's name as provided for in Section 12 of your Employment Agreement; and your obligations relative to Indemnification of the Company under Section 14 of your Employment Agreement.

Both you and the Company expressly acknowledge and agree to honor the License Agreement entered into between you and the International Gene Group, Inc. (the name under which the Company formerly did business) dated January 7, 1994, as amended (the "License Agreement"), including, without limitation, your obligation to cooperate with the Company in its efforts to enforce any rights it has thereunder, and the Company's obligations to you with respect to royalties contained therein. *Provided*, that if the Company is unable to obtain patent coverage on GBC-590, the Company shall be under no obligation to make the royalty payments contemplated in the License Agreement; the relief

of such obligation notwithstanding, the remainder of the License Agreement shall remain in full force and effect except as provided herein.

Please be advised that as a holder of more than 10% of the outstanding shares of the Company, you will continue to be subject to the rules of governing the reporting of insider transactions and the imposition of short-swing profit liability under Section 16 of the Securities Exchange Act of 1934, including, without limitation, the filing of Forms 4 and 5 in connection with any purchase or sales (including, without limitation, gifts, transfers to trusts and option exercises) of SafeScience shares or derivatives thereof.

As an insider, you will continue to be subject to the legal prohibition of selling on trading on inside information and to all Company policies regarding the same. As you know, violations thereof subject one to civil and criminal liability.

In addition, you will continue to be subject to Rule 144 promulgated under the Securities Act of 1933 as an affiliate and will be subject to certain limitations on your ability to sell shares into the market. In particular, your ability to sell the SafeScience shares will be subject to volume limitations which provide that the maximum number of shares of common stock that may be sold into the market in any three-month period shall be limited to the greater of (a) one percent of the total number of shares of common stock outstanding or (b) the average weekly trading volume of the stock for the four weeks preceding the sale. If you sell more than 500 shares or shares worth more than \$10,000 within a three-month period, you also need to complete a Form 144 (available from your broker) and file with the SEC when making a Rule 144 sale.

10. *Confidentiality.* You agree to keep the existence and terms of this Agreement and the existence and terms of the negotiations leading up to this Agreement completely confidential and shall not disclose these matters to anyone, in words or in substance. Notwithstanding the foregoing, you may disclose such matters, as applicable:

- a. To immediate family members, attorneys, accountants, health care providers, and/or financial/tax advisors, *provided that* you shall first obtain any such person's agreement to keep all such matters completely confidential and not to disclose any such matters to anyone ("Permitted Persons");
- b. To the extent required by law, to any government taxing authority (other than the filing of ordinary tax returns) or to the extent necessary to enforce rights under this Agreement; *provided that* if you anticipate or are required to make disclosure pursuant to this subsection, you shall inform the Company in advance of disclosure. Whenever practicable, such notice shall be given at least 10 days prior to such disclosure.
- c. Nothing herein shall limit the rights of any government agency or any party's right of access to any government agency.

You expressly acknowledge and agree that notwithstanding any other provision of this Agreement, should you breach, attempt to breach or threaten to breach the obligations you have assumed under this section, the Company shall be entitled to recover any monies paid under this Agreement and any other damages arising from such breach, attempted breach or threatened breach, including but not limited to damages, whether actual or consequential, resulting from such breach, and the Company's costs and attorneys' fees incurred in pursuing such recovery. You shall also indemnify and hold harmless the Company from any breach of this section 10 by any Permitted Person.

11. **General Release.** As a material inducement to the Company to enter into this Agreement and as part of the consideration for the severance pay and other benefits offered to you, to which you agree you are not otherwise entitled, you hereby release and discharge the Company, its parents, subsidiaries, affiliates, successors, and assigns, or any of these entities' past, present or former directors, officers, employees, representatives, shareholders, advisors, consultants, agents, customers, licensees, licensors or vendors ("Released Parties") from any and all claims of any nature whatsoever, known or unknown, which you now have, or at any time may have had, against the Released Parties up to and including the date of this Agreement ("Claims"). This General Release of Claims includes, without limitation, any Claims related to your employment with the Company, your activities on behalf of the Company, and the termination of your employment with the Company, Claims of wrongful discharge, Claims of discrimination under the common law or any federal or state statute, Claims relating to the Company's intellectual property, confidential and proprietary information and trade secrets, Claims of misrepresentation, Claims of detrimental reliance, and all other statutory, common law or other Claims of any nature whatsoever. With respect to the Claims you are waiving herein, you are waiving your right to receive money or other relief in any action instituted by you or on your behalf by any person, entity or government agency.

The Company agrees to release and discharge you from any and all claims of any kind or nature which it may presently have against you up to and including the date of this Agreement; *provided that* the Company's release and discharge of you shall be null and

void if: (a) you breach, attempt to breach, or threaten to breach this Agreement; (b) the Company discovers, learns of, or has reason to suspect the existence of material facts wholly or partially unknown to it or its Directors as of the date of this Agreement concerning potential claims that the Company may have against you; (c) the Company is subjected to any lawsuit, claim, charge, demand or investigation of any kind, criminal or civil, based on, concerning, or arising from, in whole or in part, any conduct in which you have engaged, whether or not such conduct was undertaken in connection with your employment with the Company or your membership on the Company's Board of Directors.

12. *Non-Filing of Complaint or Charges.* You hereby represent, warrant and acknowledge that you have not filed or asserted any cause of action, claim, charge or other cause of action or proceeding against the Company, its parents, subsidiaries, affiliates, successors, and assigns, or any of these entities' past, present or former directors, officers, employees, representatives, shareholders, advisors, consultants, agents, customers, licensees, licensors or vendors.

13. *Voluntary Agreement.* You agree and acknowledge that you have thoroughly reviewed and understand the effect of this Agreement and its General Release before taking action upon them, and have entered into this Agreement knowingly, willingly and voluntarily.

14. *Miscellaneous.* This Agreement constitutes the full understanding and entire Agreement between you and the Company and supersedes any other agreements of any kind, whether oral or written, formal or informal, except as specifically set forth above. You represent and acknowledge that in signing this Agreement, you have not relied upon any representation or statement not set forth in this Agreement. This Agreement may be amended or modified only by a written instrument signed by the parties.

You agree that the failure of the Company at any time to require performance of any provision of this Agreement shall not affect, diminish, obviate or void in any way the Company's full right or ability to require performance of the same or any other provisions of this Agreement at any time thereafter.

You acknowledge and agree that should you breach, attempt to breach or threaten to breach any part of this Agreement the Company shall have no further obligation under this Agreement and the Company shall be entitled to recover any monies paid under this Agreement and any other damages arising from such breach, attempted breach or threatened breach, including but not limited to its costs and attorneys' fees incurred in pursuing such recovery. In addition, you acknowledge and agree that should you breach, attempt to breach or threaten to breach any part of this Agreement, the Company will suffer irreparable harm; that its remedies at law will be inadequate; and that the Company will be entitled to appropriate injunctive relief and other equitable relief in addition to its legal remedies.

This Agreement shall inure to the benefit of and shall be binding upon you, your heirs, administrators, representatives, executors, successors and assigns and upon the successors and assigns of the Company.

This Agreement shall be construed in accordance with and governed by the laws of the Commonwealth of Massachusetts.

Any notice, demand or other communication given under this Agreement shall be deemed to be given if given in writing (including telecopy or similar transmission) addressed as provided below (or at such other address as the addressee shall have specified by notice actually received by the addressor) and if either (a) actually delivered in fully legible form to such address or (b) in the case of a letter, five (5) days shall have elapsed after the same shall have been deposited in the United States mail, with first-class postage prepaid and registered or certified:

SafeScience, Inc.
31 St. James Avenue, 8th Floor
Boston, MA 02116
Fax: (617) 422-0675
Attention: Board of Directors

With copy to:

McDermott, Will & Emery
50 Rockefeller Plaza
New York, NY 10020
Fax: (212) 547-5444
Attention: Cheryl V. Reicin, Esq.

Should any portion, term or provision of this Agreement be declared or determined by any court to be illegal, invalid or unenforceable, the validity of the remaining portions, terms and provisions shall not be affected thereby, and the illegal, invalid or enforceable portion, term or provision shall be deemed not to be part of this Agreement.

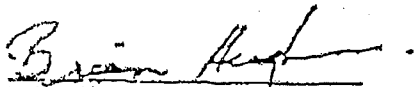
The headings of the paragraphs of this Agreement are for convenience only and are not binding on any interpretation of this Agreement.

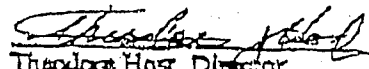
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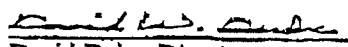
We believe the offer set forth above is more than generous, and that it is in both our interests for you to accept it. *Should you not accept this offer by 5:00 p.m. on Thursday, June 1, 2000, your employment with SafeScience will be terminated immediately at that time for Cause, as that term is defined under your Employment Agreement.* Such termination would result in the immediate cessation of all salary and Company-paid benefits under your Employment Agreement and would result in the immediate termination and divestiture of your stock options. The continuing obligations of your Employment Agreement (e.g., non-disclosure, non-competition, invention assignment) would maintain full force and effect, and as we are sure you are aware, you would be bound by all applicable legal restrictions on stock transfers by company insiders.

Given the material nature of the action we are taking, we will be requested to make statements regarding your termination promptly, and therefore will need a response by 5:00 p.m. on Thursday, June 1, 2000. We must inform you that should you not accept this offer, the Company will take all steps necessary to protect any and all of its legal rights going forward, and pursue any relief that it may have available under civil and/or criminal law.


Sincerely yours,


Brian Hughes, Director


Theodore Host, Director


David Dube, Director

By signing this Agreement, I hereby accept its terms. In so doing, I state that I have read it, I understand it, I accept it in its entirety, and I have signed it knowingly and voluntarily.


David Platt

Date: 6/1/00

Witness: Carol Tomko

Print name: Carol Tomko

Date: 6-1-00

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