

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Asset Sale Agreement
CONVEYING PARTY DATA	
Name	Execution Date
BIOA PTY LIMITED	02/26/2002
BIOTECHNOLOGY AUSTRALIA PTY LIMITED	02/26/2002
RECEIVING PARTY DATA	
Name:	ACCESS PHARMACEUTICALS AUSTRALIA PTY LIMITED
Street Address:	23 Greenfield Avenue
Internal Address:	Middle Cove
City:	NSW
State/Country:	AUSTRALIA
Postal Code:	2068
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	5428023
Patent Number:	5589463
Patent Number:	5807832
CORRESPONDENCE DATA	
Fax Number:	(650)856-3710
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(650) 856-3700
Email:	ldavis@foley.com
Correspondent Name:	Antoinette F. Konski
Address Line 1:	Foley & Lardner LLP
Address Line 2:	975 Page Mill Road
Address Line 4:	Palo Alto, CALIFORNIA 94304
ATTORNEY DOCKET NUMBER:	060919-0002
NAME OF SUBMITTER:	Antoinette F. Konski

OP \$120.00 5428023

PATENT

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REEL: 021679 FRAME: 0606

Total Attachments: 20

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ASSET SALE AGREEMENT

Dated: 26 February 2002

BETWEEN

BIOA PTY LIMITED

AND

**BIOTECHNOLOGY
AUSTRALIA PTY LIMITED**

AND

ACCESS PHARMACEUTICALS AUSTRALIA PTY LIMITED

AND

ACCESS PHARMACEUTICALS, INC.

AND

HUMAN THERAUEUTICS LIMITED



DIBBS BARKER GOSLING

Lawyers

Level 8 123 Pitt Street

SYDNEY NSW 2000

DX 101 Sydney

Tel: +61 2 8233 9500

Fax: +61 2 8233 9555

Ref: GRC/JPR/3061160

PATENT

REEL: 021679 FRAME: 0608

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ASSET SALE AGREEMENT

THIS AGREEMENT dated 26 February 2002

BETWEEN **BIOA PTY LIMITED** (formerly known as **BIOTECH AUSTRALIA PTY LIMITED**) ABN 52 003 804 984 ("**BA**") and **BIOTECHNOLOGY AUSTRALIA PTY LIMITED** (to be known as **BIOB PTY LIMITED**) ABN 32 001 521 866 ("**Biotech**") each of 28 Barcoo Street, Roseville, NSW 2069

AND **ACCESS PHARMACEUTICALS AUSTRALIA PTY LIMITED** ACN 099 593 898 of 23 Greenfield Avenue, Middle Cove, NSW 2068 (the "**Purchaser**")

AND **ACCESS PHARMACEUTICALS, INC.** of 2600 Stemmons Freeway, Suite 176, Dallas, TEXAS, 75207-2107, United States of America ("**AccessUSA**")

AND **HUMAN THERAPEUTICS LIMITED** ABN 36 008 540 556 of 28 Barcoo Street, Roseville, NSW 2069 ("**HTLA**")

RECITALS

- A. The Vendors are the legal and beneficial owners of the Assets.
- B. The Vendors have agreed to sell and the Purchaser has agreed to purchase the Assets on the terms and conditions contained in this agreement.
- C. AccessUSA has agreed to guarantee the performance by the Purchaser of the Guaranteed Obligations under this agreement.
- D. HTLA has agreed to guarantee the performance by the Vendors of the Vendors' Obligations under this agreement.

OPERATIVE PROVISIONS

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this agreement, including the recitals, unless contrary to or inconsistent with the context:

"**Assignment Deed**" means the deed of assignment and consent between Biotech, BA, the Purchaser, AccessUSA and GroPep a copy of which is attached as schedule 6.

"**Accrued Entitlements**" means accrued but unpaid annual leave, sick leave and long service leave entitlements of the Employees as at Completion.

"**Assets**" means:

- (a) the Plant and Equipment; and
- (b) the Intellectual Property,

but no other assets or property of the Vendors.

"AMEX" means the American Stock Exchange.

"Authorised Officer" means a director or secretary of a Party or any person appointed by a Party whose title or office includes the word "manager", "executive" or "vice president" or a person performing the functions of any of them and who has the power and authority to act on behalf of such Party.

"Average Selling Price" means the volume weighted average selling price for the shares of AccessUSA sold on market on AMEX during the 20 Business Days immediately prior to Completion.

"Business" means the business currently undertaken by BA and Biotech of research and development of drug delivery technology including the VB12 Platform Technology, folate targeting technology and nano-particle networks with a view to commercialisation.

"Business Day" means a day on which AccessUSA's shares were able to be traded on AMEX, excluding Saturdays and Sundays.

"Celltech" means Celltech Chiroscience Limited of 216 Bath Road, Slough SL1 4EN Berkshire, United Kingdom.

"Celltech Agreement" means the Material Transfer Agreement between Celltech and BA dated 29 March 2001, which terminated as of 15 February 2002.

"Celltech Payments" means any payments from Celltech to the Purchaser or AccessUSA for a licence in relation to the subject matter of the Celltech Agreement which total STG£100,000.

"Claim" means any, claim, action, proceeding, notice, litigation, investigation, judgment or demand made whether based in contract, tort, statute or otherwise.

"Completion" means completion of the sale and purchase of the Assets contemplated in this agreement that will occur on the Completion Date.

"Completion Date" means 27 February 2002 or such other date the Parties may agree in writing.

"Completion Steps" means those actions or events specified in clause 6.4.

"Confidentiality Agreement" means the confidentiality agreement between the Vendors and AccessUSA dated 18 July 2001.

"Employee" means each of the people whose names are set out in schedule 3.

"Employee Entitlements" means the Accrued Entitlements together with all salary, wages, annual leave, sick leave, long service leave, employer superannuation contributions and any other benefits or entitlements due to or accrued by Employees after Completion.

"Employee Payment" means the payment for salary, wages and employer superannuation contributions due to or for the Employees up to and including the date of Completion.

"Encumbrance" means:

- (a) a mortgage, pledge, lien, charge, claim, covenant, assignment by way of security, hypothecation, secured interest, title retention arrangement, preferential right, trust arrangement, (including without limitation, any set-off or "flawed-asset" arrangement having the same or equivalent commercial effect as a grant of security); or
- (b) other interest including any right of any person to purchase, occupy or use any of the Assets whether under an option, agreement to purchase, licence, lease, hire-purchase, pre-emptive right or right of first refusal or otherwise.

"Escrow Period" means the period from completion until the date 1 year after Completion during which the Vendors may not sell, transfer, assign or part with the benefit of the Shares.

"GroPep" means GroPep Limited ACN 008 176 289.

"GST Act" means the "A New Tax System (Goods and Services Tax) Act 1999 (Cth)".

"Guaranteed Obligations" means all express obligations to be observed or performed by or on behalf of the Purchaser under this agreement.

"Intellectual Property" means:

- (a) the VB12 Patents; and
- (b) all proprietary rights, confidential information and know how in respect of the rights referred to in paragraph (a), including all copyrights, designs, production records, technical information, laboratory notebooks, manufacturing know-how, trade secrets, mask works, methods, processes and any licences, other agreements and applications with respect to the forgoing.

"Liabilities" means all liabilities (whether actual, contingent or prospective), losses (whether consequential, incidental or economic), lost profits, damages, outgoings, costs and expenses of whatever description including reasonable attorneys' fees and costs relating thereto or relating to the defence of a Claim.

"Licence Agreement" means the licence agreement between GroPep and the Purchaser dated on or about the date of Completion in relation to part of the Property.

"Plant and Equipment" means the plant and equipment listed in schedule 1.

"Property" means the whole of the land contained in certificates of title folio identifiers 1/217498 and 3/217498 and known as 28 Barcoo Street, Roseville, NSW 2069.

"Purchase Consideration" is defined in clause 3.

"Records" means those records, files and correspondence belonging to or used by the Vendors which relate directly or indirectly to the Assets.

"Related Body Corporate" has the meaning given to that term by the Corporations Act 2001.

"Schedule of Exceptions" means the schedule of exceptions to the Warranties set out in Schedule 5.

"SEC" means the Securities and Exchange Commission of the United States of America.

"Shares" means the number of shares of common stock in AccessUSA determined by dividing US\$750,000 by the Average Selling Price.

"Transition Technologies" means Transition Technologies, Inc. of [TBA] Canada.

"Transition Technologies Agreement" means a licence agreement between the Purchaser, or a Related Body Corporate of the Purchaser or AccessUSA and Transition Technologies (of a Related Body Corporate of Transition Technologies) relating to applications of the VB12 Platform Technology in relation to multiple sclerosis (but not including in relation to undertaking development research to determine if Transition Technologies will enter into such an agreement).

"Vendors" means BA and Biotech.

"VB12 Patents" means the granted and pending patents, the patent applications, enhancements and improvements in respect of the VB12 Platform Technology set out in schedule 2.

"VB12 Platform Technology" means the use of vitamin B12 and folate:

- (a) to target anti-cancer agents to tumours;
- (b) to facilitate the uptake of orally administered drug or biologically active substances into the blood stream;
- (c) to enhance the targeting of other therapeutic agents;
- (d) in any manner relating to the subject matter of the VB12 Patents; and
- (e) in any manner directly or indirectly relating to paragraphs (a) - (d) above.

"Vendors' Obligations" means all express obligations to be observed or performed by or on behalf of the Vendors under this agreement.

"Warranties" means the representations and warranties of the Vendors set out in schedule 4.

"Warrants" means 25,000 warrants to purchase shares of common stock of AccessUSA each with an exercise price of US\$5.00 and each exercisable at any time between the date which is 1 year after Completion and the date which is 3 years after Completion, substantially in the form of schedule 7.

1.2 Interpretation

In this agreement, including the recitals, unless contrary to or inconsistent with the context:

- (a) words importing:
 - (i) the singular include the plural and vice versa; and
 - (ii) a gender includes every other gender;

- (b) a reference to a party or person includes a reference to that party or person, its successors, substitutes (including, but not limited to, a party or person taking by novation), executors, administrators and assigns;
- (c) a reference to any thing or matter is a reference to the whole and any part of it;
- (d) the word "person" includes a corporation and vice versa; an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other body corporate and any governmental agency;
- (e) a reference to a group of persons or parties is a reference to any two or more of them jointly and to each of them individually;
- (f) a covenant, representation or warranty in favour of two or more persons is for the benefit of them jointly and severally;
- (g) a covenant, representation or warranty on the part of two or more persons binds them jointly and severally;
- (h) a reference to this agreement or other document includes any variation, novation or replacement of or supplement to any of them from time to time;
- (i) where any clause contains sub-clauses, paragraphs or sub-paragraphs, each sub-clause, paragraph and sub-paragraph however called will be read and construed separately and independently of any other;
- (j) a reference to a document includes without any limitation any deed or agreement in writing, certificate, notice or other instruction of any kind;
- (k) a reference to A\$ means the lawful currency of Australia;
- (l) a reference to US\$ means the lawful currency of the United States of America;
- (m) a reference to STG£ means the lawful currency of the United Kingdom;
- (n) "writing" and related expressions includes all means of reproducing words in a tangible and permanently visible form;
- (o) headings are inserted only for guidance and do not affect the interpretation of this agreement;
- (p) a reference to any statute, regulation, proclamation, ordinance or by-law includes all statutes, regulations, proclamations, ordinances or by-laws amending, consolidating or replacing them and a reference to a statute includes all regulations, proclamations, ordinances and by-laws made or issued under that statute;
- (q) a reference to a body other than a party to this agreement:
 - (i) which ceases to exist; or
 - (ii) the powers or functions of which are transferred to another body,

is a reference to the body which replaces it or which substantially succeeds to its powers or functions;

- (r) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this agreement; and
- (s) all references to accounting and financial terms have the meaning commonly given to them in accordance with the accounting principles generally accepted in Australia (in the case of Australian matters or references) or the United States (in the case of United States matters or references).

2. SALE OF ASSETS

The Vendors as beneficial owners agree to sell and assign the Assets to the Purchaser free from any Encumbrance and the Purchaser agrees to purchase and acquire the Assets free from any Encumbrance, as at and with effect from Completion for the Purchase Consideration.

8.3 Intellectual Property

- (a) The Vendors must take all steps and do all things as are necessary to deliver to the Purchaser certificates of registration and duly executed assignments of the Patents (in registrable form if required to record a change of ownership).
- (b) If required by the Purchaser, the Vendors will take all reasonable steps to procure the reinstatement of the registration in respect of any VB12 Patent in which such registration may have lapsed.
- (c) Any costs incurred by the Vendors in complying with clause 8.3(b) must be reimbursed on demand by the Purchaser and the Purchaser must indemnify and keep indemnified the Vendors against all costs incurred in relation to any steps taken under clause 8.3(b).

EXECUTED as an agreement

SIGNED for and on behalf of **BIOA**)
PTY LIMITED ABN 52 003 804 984 in)
accordance with section 127 of the)
Corporations Act:)

.....
Signature of Director)

C. H. BREGENHOS
.....
Name of Director)

.....
Signature of Director/Secretary)

MICHAEL EGAN
.....
Name of Director/Secretary)

SIGNED for and on behalf of)
BIOTECHNOLOGY AUSTRALIA)
PTY LIMITED ABN 32 001 521 866 in)
accordance with section 127 of the)
Corporations Act:)

.....
Signature of Director)

C. H. BREGENHOS
.....
Name of Director)

.....
Signature of Director/Secretary)

MICHAEL EGAN
.....
Name of Director/Secretary)

SIGNED for and on behalf of HUMAN)
THERAPEUTICS LIMITED ABN 36)
008 540 556 in accordance with section)
127 of the Corporations Act:)

.....)
Signature of Director)

C.H. BREGENHOJ)
.....)
Name of Director)

.....)
Signature of Director/Secretary)

MICHAEL Egan)
.....)
Name of Director/Secretary)

SIGNED for and on behalf of ACCESS)
PHARMACEUTICALS AUSTRALIA)
PTY LIMITED ACN 099 593 898 in)
accordance with section 127 of the)
Corporations Act:)

Kerry P. Gray)
.....)
Signature of Director)

KERRY P. GRAY)
.....)
Name of Director)

.....)
Signature of Director/Secretary)

.....)
Name of Director/Secretary)

SIGNED for and on behalf of ACCESS)
PHARMACEUTICALS, INC.)

Kerry P. Gray)
.....)
Signature of Officer)

KERRY P. GRAY)
.....)
Name of Officer (print))

PRESIDENT & CEO)
.....)
Office held (print))

Stephen B. Thompson)
.....)
Signature of Officer)

Stephen B. Thompson)
.....)
Name of Officer (print))

Asst. Secretary)
.....)
Office held (print))

ASSET SALE AGREEMENT

Dated: 26 February 2002

BETWEEN

BIOA PTY LIMITED

AND

BIOTECHNOLOGY
AUSTRALIA PTY LIMITED

AND

ACCESS PHARMACEUTICALS AUSTRALIA PTY LIMITED

AND

ACCESS PHARMACEUTICALS, INC.

AND

HUMAN THERAUEUTICS LIMITED

Schedules



DIBBS BARKER GOSLING

Lawyers

Level 8 123 Pitt Street

SYDNEY NSW 2000

DX 101 Sydney

Tel: +61 2 8233 9500

Fax: +61 2 8233 9555

Ref: GRC/JPR/3061160

PATENT

REEL: 021679 FRAME: 0619

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Summarised as follows:

1. Oral Delivery Systems (VB12)

PCT/AU86/00299

Country	Number	Status
Australia	587658	Granted
Austria	0 220 030	Granted
Belgium	0 220 030	Granted
Canada	1330791	Granted
China	86107590	Granted
Denmark	167099	Granted
France	0 220 030	Granted
Germany	P 36 79 882.7-08	Granted
Greece	910400298	Granted
Holland	0 220 030	Granted
Hong Kong	690/1994	Granted
Israel	80264	Granted
Japan	2101812	Granted
Luxemburg	0 220 030	Granted
New Zealand	217821	Granted
Singapore	532/94	Granted
South Africa	86/7703	Granted
South Korea	76682	Granted
Spain	0 220 030	Granted
Sweden	0 220 030	Granted
Switzerland	0 220 030	Granted
Taiwan	NI-32595	Granted
United Kingdom	0 220 030	Granted
United States	5,428,023	Granted
United States	5,589,463	Granted
United States	5,807,832	Granted

DEED OF ASSIGNMENT AND CONSENT

THIS DEED is made on the 28th day of February 2002

BETWEEN

BIOA PTY LIMITED (formerly known as BIOTECH AUSTRALIA PTY LIMITED) ABN 52 003 804 984 ("BA") and BIOTECHNOLOGY AUSTRALIA PTY LIMITED (to be known as BIOB PTY LIMITED) ABN 32 001 521 866 ("Biotech") each of 28 Barcoo Street, Roseville, NSW 2069 (jointly, the "Assignors")

AND

GROPEP LIMITED A.C.N. 008 176 289 of 28 Dalglish Street, Thebarton, SA 5031 ("Assignee")

AND

ACCESS PHARMACEUTICALS AUSTRALIA PTY LIMITED ACN 099 593 898 of 23 Greenfield Avenue, Middle Cove NSW 2068 and ACCESS PHARMACEUTICALS, INC. of 2600 Stemmons Freeway, Suite 176, Dallas TEXAS 75207-2107 United States of America ("the Continuing Parties")

RECITALS

- A. The Assignors, HTLA and the Continuing Parties are parties to the Agreement.
- B. The parties have agreed that:
 - (i) the Assignors will assign all of their remaining rights under the Agreement to the Assignee; and
 - (ii) the Continuing Parties will consent to the assignment referred to in paragraph (i) above,

on and from the Effective Time on the terms and conditions of this deed.

OPERATIVE PROVISIONS

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this deed, including the recitals, unless contrary to or inconsistent with the context:

"Agreement" means the asset sale agreement between the Assignors and the Continuing Parties dated on or about the date of this deed.

"Assignment Notice" means a notice substantially in the form set out in schedule 1.

"Effective Time" means the date notified by the Assignors and the Assignee to the Continuing Parties pursuant to an Assignment Notice issued under clause 5.

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Capitalised terms not defined in this deed have the meaning given to them in the Agreement.

1.2 Interpretation

- (a) The interpretation provisions of the Agreement are incorporated into this deed as if set out in full in this deed.
- (b) Unless contrary to or inconsistent with the context terms defined in the Agreement have the same meaning when used in this deed.

2. ASSIGNMENT

On and from the Effective Time, the Assignors assign to the Assignee all of their remaining rights under the Agreement, including all the right, title, interest and benefit of the Assignors in relation to receipt of any portion of the Purchase Consideration that, as at the Effective Time, remains unpaid under the terms of the Agreement.

3. CONSENT

On and from the Effective Time, the Continuing Parties consents to the partial assignment of all of the Assignor's remaining rights under the Agreement effected by clause 2 of this deed.

4. ACKNOWLEDGMENTS

4.1 Acknowledgments by Assignor

The Assignors acknowledge that they are not aware of any breaches of the Agreement:

- (a) by the Assignors which have not been remedied or waived by the Continuing Parties;
or
- (b) by the Continuing Parties which have not been remedied or waived by the Assignor.

4.2 Acknowledgments by the Continuing Parties

The Continuing Parties acknowledge that they are not aware of any breaches of the Agreement:

- (a) by the Continuing Parties which have not been remedied or waived by the Assignors;
or
- (b) by the Assignors which have not been remedied or waived by the Continuing Parties.

5. EFFECTIVE TIME

Once all arrangements are in place to assign the Agreement as contemplated by this deed, the Assignor and the Assignee must jointly sign and serve the Assignment Notice on the Continuing Party indicating the time and date for the Effective Time. The Assignor and the Assignee must serve the Assignment Notice in the manner and to the address specified schedule 1.


PATENT

REEL: 021679 FRAME: 0623

7. FURTHER ASSURANCE

Each party must, at the expense of the Assignee, do all things and execute all further documents necessary to give full effect to this deed.

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10. VARIATION

A variation of this deed must be in writing and signed by the parties.

11. GOVERNING LAW AND JURISDICTION

This deed is governed by the laws which govern the Agreement.

12. COUNTERPARTS

This deed may be executed in any number of counterparts and all those counterparts taken together are regarded as one instrument.

13. AGREEMENT

The Assignors and the Assignee must keep each other reasonably informed in writing, in a timely manner, of all details of any actual or potential disputes with the Continuing Parties in connection with the Agreement or the Licence Agreement.


PATENT

REEL: 021679 FRAME: 0624

EXECUTED as a DEED

SIGNED for and on behalf of BIOA)
PTY LIMITED ABN 52 003 804 984 in)
accordance with section 127 of the)
Corporations Act:)

.....
Signature of Director)

CHRISTOPHER BREGENHOS
.....
Name of Director)

.....
Signature of Director/Secretary)

MICHAEL EGAN
.....
Name of Director/Secretary)

SIGNED for and on behalf of)
BIOTECHNOLOGY AUSTRALIA)
PTY LIMITED ABN 32 001 521 866 in)
accordance with section 127 of the)
Corporations Act:)

.....
Signature of Director)

CHRISTOPHER BREGENHOS
.....
Name of Director)

.....
Signature of Director/Secretary)

MICHAEL EGAN
.....
Name of Director/Secretary)

SIGNED for and on behalf of GROPEP)
LIMITED ACN 008 176 289 in)
accordance with section 127 of the)
Corporations Act:)

.....
Signature of Director)

FJ BALLARD
.....
Name of Director)

.....
Signature of Director/Secretary)

C. GODDARD
.....
Name of Director/Secretary)

PATENT

REEL: 021679 FRAME: 0625

SIGNED for and on behalf of ACCESS)
PHARMACEUTICALS AUSTRALIA)
PTY LIMITED ACN 099 593 898 in)
accordance with section 127 of the)
Corporations Act:)

Kerry P. Gray
.....
Signature of Director)

KERRY P. GRAY
.....
Name of Director)

.....
Signature of Director/Secretary)

.....
Name of Director/Secretary)

SIGNED for and on behalf of ACCESS)
PHARMACEUTICALS, INC.)

Kerry P. Gray
.....
Signature of Officer)

KERRY P. GRAY
.....
Name of Officer (print))

PRESIDENT & CEO
.....
Office held (print))

Stephen B. Thompson
.....
Signature of Officer)

Stephen B. Thompson
.....
Name of Officer (print))

Asst. Secretary
.....
Office held (print))

[Signature]
PATENT

REEL: 021679 FRAME: 0626

Assignment Notice

[Date]

Access Pharmaceuticals Australia Pty Limited

and Access Pharmaceuticals, Inc

28 Barcoo Street

Roseville NSW 2069

Dear Sirs

**DEED OF ASSIGNMENT AND CONSENT DATED [] ("DEED")
ASSIGNMENT NOTICE**

We refer to clause 5 of the Deed. Capitalised terms not defined in this notice have the meaning described to them in the Deed.

We notify you that the Effective Time for the purpose of the Deed is [am/pm] on [date].

For and on behalf of **BioA Pty Limited** (formerly known as Biotech Australia Pty Limited) and **BioB Pty Limited** (formerly known as Biotechnology Australia Pty Limited)

.....

Signature of Authorised Officer

.....

Name of Authorised Officer

For an on behalf of **GroPep Limited**

.....

Signature of Authorised Officer

.....

Name of Authorised Officer

PATENT