

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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| 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: | 5548064 |
| Patent Number: | 5869466 |
| Application Number: | 09244782 |
| 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 |
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| Address Line 1: | Foley & Lardner LLP |
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| Address Line 4: | Palo Alto, CALIFORNIA 94304 |
| ATTORNEY DOCKET NUMBER: | 060919-0002-14 |
| NAME OF SUBMITTER: | Antoinette F. Konski |

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Total Attachments: 14

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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

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Ref: GRC/JPR/3061160

**PATENT
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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. BREGENTOS)
.....)
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:)

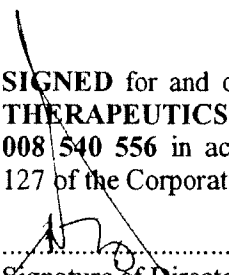
.....)
Signature of Director)

C. H. BREGENTOS)
.....)
Name of Director)

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

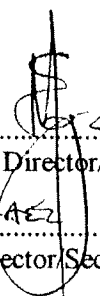
MICHAEL EGAN)
.....)
Name of Director/Secretary)

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

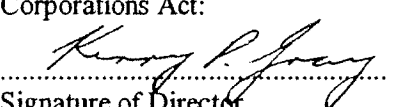

.....)
Signature of Director)

C.H. BREDENHOF)
.....)
Name of Director)

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


MICHAEL EGERTON)
.....)
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:)

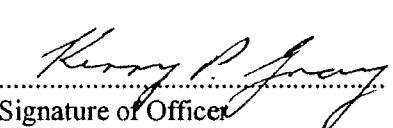

.....)
Signature of Director)

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

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

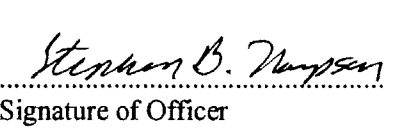
.....)
Name of Director/Secretary)

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


.....)
Signature of Officer)

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

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


.....)
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



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Ref: GRC/JPR/3061160

**PATENT
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14. Vitamin B12 mediated oral delivery system for GCSF and EPO PCT/AU94/00274

| Country | Number | Status |
|----------------|---------------------------|---------------------------------------|
| Australia | 690555 | Granted 30.4.98 (67904/94) |
| Brazil | PI 9406726-0 | Abandoned |
| Canada | 2,163,227 | Filed 17.11.95, pending |
| China | 94192684.2 | Abandoned |
| Europe | 94916097.2 (WO 00/22909?) | Filed 20.11.95, pending |
| Japan | 7-500023 | Filed 24.11.95, pending, not exam. |
| Korea Sth | 95-705224 | Filed 23.11.95, exam requested |
| Singapore | 9601180-4 | Granted, not yet issued |
| USA | 5,548,064 | Granted 20.08.96 (08/064,873) |
| USA | 5,869,466 | Granted 9.2.99 (08/651,541) |
| USA | 09/244,782 (6,262,253?) | Divisional, Notice of Allowance |