

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Execution Date
Xmark Fund, L.P.	01/07/2009
Xmark Fund, Ltd.	01/07/2009

RECEIVING PARTY DATA

Name:	IMCOR Pharmaceutical Co.
Street Address:	4660 La Jolla Village
Internal Address:	Suite 500
City:	San Diego
State/Country:	PENNSYLVANIA
Postal Code:	92122

PROPERTY NUMBERS Total: 31

Property Type	Number
Patent Number:	5639443
Patent Number:	5605673
Patent Number:	5798091
Patent Number:	5720938
Patent Number:	5626833
Patent Number:	5695741
Patent Number:	6287539
Patent Number:	6280704
Patent Number:	6280705
Patent Number:	6372195
Application Number:	08785007
Patent Number:	6258339
Patent Number:	6706253

CH \$1240.00 5639443

Patent Number:	7141235
Application Number:	09991445
Patent Number:	6953569
Patent Number:	6939531
Patent Number:	7005120
Application Number:	11110416
Application Number:	11181661
Patent Number:	5540909
Patent Number:	5733527
Patent Number:	6019960
Patent Number:	6056943
Patent Number:	6036644
Patent Number:	7374744
Patent Number:	5804162
Patent Number:	6193952
Application Number:	10256316
Patent Number:	6802813
Patent Number:	7081092

CORRESPONDENCE DATA

Fax Number: (215)299-2150
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 215-299-2787
Email: ipdocket@foxrothschild.com
Correspondent Name: Gayle Ruckstuhl for Gerry Norton
Address Line 1: Fox Rothschild LLP 2000 Market Street
Address Line 2: Tenth Floor
Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	48175.00001
-------------------------	-------------

NAME OF SUBMITTER:	Gayle Ruckstuhl
--------------------	-----------------

Total Attachments: 3
source=page1#page1.tif
source=page2#page1.tif
source=page3#page1.tif

RELEASE

This Release (this "Release") is entered into effective as of January 7, 2009 (the "Effective Date") by and among Xmark Fund, L.P. and Xmark Fund, Ltd., as releasors (collectively the "Secured Parties"), and IMCOR Pharmaceutical Co., as releasee ("IMCOR").

Recitals

Whereas, the Secured Parties and IMCOR were parties to that certain Going Forward Agreement dated as of May 2, 2003 ("Going Forward Agreement");

Whereas, in connection with the Going Forward Agreement IMCOR issued certain secured promissory notes in favor of the Secured Parties (the "Original Secured Notes");

Whereas, IMCOR granted the Secured Parties a security interest in certain of its property and assets to secure performance and obligations of IMCOR under the Going Forward Agreement as evidenced by that certain Patent and Trademark Security Agreement dated as of June 18, 2003, as amended (the "Patent and Trademark Security Agreement"), and that certain Security Agreement dated as of June 18, 2003, as amended (the "Security Agreement");

Whereas, IMCOR, the Secured Parties, Oxford BioScience Partners IV L.P., MRNA Fund II, L.P., and Mi3 L.P. entered into that certain Exchange Agreement dated as of June 4, 2004 (the "Exchange Agreement"), pursuant to which the Secured Parties received additional secured promissory notes (the "Additional Secured Notes," together with the Original Secured Notes, the "Secured Notes") to be secured under the Patent and Trademark Security Agreement and the Security Agreement;

Whereas, IMCOR's outstanding liabilities and obligations to the Secured Parties under the Secured Notes, the Going Forward Agreement and the Exchange Agreement have been satisfied in full; and

Whereas, the Secured Parties now desire to release their security interest under the Patent and Trademark Security Agreement and the Security Agreement, as set forth more fully below.

Agreement

In consideration of the mutual promises and representations below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Secured Parties (as defined below) hereby agree in favor of IMCOR as follows:

1. **Satisfaction of Obligations.** The Secured Parties acknowledge that all obligations due the Secured Parties by IMCOR under the Secured Notes, the Going Forward Agreement and the Exchange Agreement, including the payment obligations, under the Secured Notes, the Going Forward Agreement and the Exchange Agreement have been discharged and satisfied in full by IMCOR.
2. **Release.** Each Secured Party authorizes IMCOR, at IMCOR's sole cost and

expense, to file any UCC-3 termination statements on its behalf with respect to any UCC-1 financing statement or amendment thereto filed in connection with the Secured Notes, the Going Forward Agreement or the Exchange Agreement. Furthermore, each Secured Party authorizes IMCOR, as IMCOR's sole cost and expense, to file a copy of this Release or any other required documentation with the United States Patent and Trademark Office as evidence of the termination of the Secured Parties' security interest and lien previously filed with respect to the Secured Notes, the Going Forward Agreement and the Exchange Agreement. Each Secured Party will execute and deliver any additional lien releases, re-assignments of trademarks, discharges of security interests and other similar discharge or release documents (if applicable, in recordable form) as are reasonably necessary to release, as of record, the security interests, financing statements, mortgages and all other notices of security interests and liens previously filed by the Secured Parties with respect to the Secured Notes, the Going Forward Agreement and the Exchange Agreement; provided that all related costs and expenses shall be borne by IMCOR, including, without limitation, reasonable fees and expenses of counsel to the Secured Parties in connection with such counsel's review of any such documentation. IMCOR shall promptly, but in any case within five (5) business days of receiving an invoice from a Secured Party, reimburse the Secured Parties for any costs incurred by a Secured Party relating to this Release and the transactions contemplated hereby, including, without limitation, the reasonable fees and expenses of counsel incurred in connection with the review and negotiation of this Release; all such payments shall be made by check or wire transfer in immediately available funds in U.S. dollars as set forth in the applicable invoice. The Secured Parties will, as promptly as practicable, return to IMCOR any originals of any promissory notes in the Secured Parties' possession delivered to them in connection with the Secured Notes, with any such promissory notes duly marked "cancelled."

3. **Miscellaneous.** This Release is irrevocable and may not be changed or waived except in a writing signed by each Secured Party and IMCOR. This Release is governed by and construed in accordance with the laws of the State of Nevada, without giving effect to the principles of conflicts of law thereof. This Release may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A facsimile or electronic transmission of this Release bearing a signature on behalf of a party hereto will be legal and binding on such party. If any provision of this Release is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Release will remain in full force and effect and the invalid or unenforceable provision shall be modified or reformed to most closely express the parties' intent in a valid and enforceable manner (and shall be enforced as so modified).

Signature page follows.


IN WITNESS WHEREOF, the undersigned parties have executed and delivered this Release effective as of the date first set forth above.

Xmark Fund, L.P.

By: 
Name: DAVID C. CAVALIER
Its: AUTHORIZED PERSON

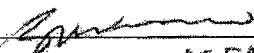
Notice Address: 90 GLOVE STREET
SUITE 201
LIDGEFIELD, CT 06877

Xmark Fund, Ltd.

By: 
Name: DAVID C. CAVALIER
Its: AUTHORIZED PERSON

Notice Address: 90 GLOVE STREET
SUITE 201
LIDGEFIELD, CT 06877

IMCOR Pharmaceutical Co.

By: 
Name: JACK DEFRAWCO
Its: Key Venture Officer
Notice Address:

4660 La Jolla Village Dr Suite 500
San Diego CA 92122