

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT																										
NATURE OF CONVEYANCE:	MERGER																										
EFFECTIVE DATE:	02/10/2009																										
CONVEYING PARTY DATA																											
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Patent Number:	7141335
Patent Number:	5540909
Patent Number:	7374744
Patent Number:	5733527
Patent Number:	6019960
Patent Number:	6056943
Patent Number:	6036644

CORRESPONDENCE DATA

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Phone: 858-605-1623

Email: jack.defranco@targeson.com

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Correspondent Name: Jack DeFranco

Address Line 1: 3550 General Atomics Ct

Address Line 2: MS 02/444-445

Address Line 4: San Diego, CALIFORNIA 92121

NAME OF SUBMITTER:

Jack DeFranco

Total Attachments: 68

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ASSET PURCHASE AGREEMENT

THIS AGREEMENT (this "Agreement"), is made and entered into on this 10th day of February, 2009 ("Effective Date") by and between **IMCOR PHARMACEUTICAL CO.**, a Nevada corporation ("Seller"), and **TARGESON, INC.**, a Delaware corporation ("Purchaser").

RECITAL

WHEREAS the Seller owns a New Drug Application ("NDA") and certain patents, licenses, and cross licenses relating to the use of ultra sound contrast agent technology; and

WHEREAS the Purchaser is in the business of developing, manufacturing and marketing ultrasound contrast agents; and

WHEREAS the Seller has agreed to sell to the Purchaser and the Purchaser has agreed to purchase said NDA, patents, licenses and cross licenses, hereinafter referred to collectively as "Intellectual Property Assets" as defined more specifically in Exhibit A attached, all upon the terms and subject to the conditions contained in this Agreement.

NOW, THEREFORE, in consideration of the promises and covenants contained herein and other good and valuable consideration, the parties agree as follows:

Article I Sale Transaction

1.1. Purchase and Sale of Assets. As of the Closing Date (as defined below), Seller hereby:

(a) Sells, transfers, and delivers to Purchaser, free and clear of all liens, encumbrances, pledges, charges or other security interests (except those set forth on Schedule 1.1), all right, title, and interest in and to the Intellectual Property Assets which includes:

- (i) the Patents and related Confidential Information and Know-How, subject only to the terms and conditions of the Kyosei License Agreement;
- (ii) to the extent that such rights may be transferred pursuant to Section 2.3 of the Settlement Agreement, all of IMCOR's rights received pursuant to the terms of Section 7.8 of the Settlement Agreement, including the license under the Amersham Licensed Patents (as defined in the Settlement Agreement), to develop, make, have made, use, sell, offer to sell, import, or export *Imagent*® (as defined below) in the Field (as defined in the Settlement Agreement) in the Territory (as defined in the Settlement Agreement) (subject to the terms and conditions of the Kyosei License Agreement);
- (iii) to the extent that such rights may be transferred under the terms of Section 7 of the Cross License Agreement, Seller's license under the BSMI

Patent Rights (as defined in the Cross License Agreement) to develop, make, have made, use, sell, offer to sell IMCOR Products (as defined in the Cross License Agreement) in the Territory (as defined in the Cross License Agreement) (subject to the terms and conditions of the Kyosei License Agreement);

- (iv) Seller's rights and obligations under the terms of the Kyosei License Agreement;
- (v) Seller's rights and obligations relating to the *Imagent*® NDA (NDA Number 21-191) and pursuant to the requirements of 21 FR § 314.81(b)(2), as required by the U.S. Food and Drug Administration (FDA); and
- (vi) To the extent in Seller's possession and transferable, all regulatory submissions made and regulatory approvals obtained by Seller, including master device records, clinical trial data, and laboratory notebooks, with respect to *Imagent* and other compounds developed by Seller and conveyed to Purchaser pursuant to this Agreement.

(b) Sells, transfers and assigns to Purchaser cash in the amount of \$100,000.00.

(c) Sells, transfers and assigns to Purchaser any additional cash remaining after discharging Seller's creditors in accordance with the procedures set forth on Exhibit E.

1.2. Assumed Liabilities. Purchaser agrees to assume, satisfy and discharge as they come due and in accordance with their terms, and be obligated to pay and perform as of the Closing Date, solely and only the liabilities and obligations of Seller (i) related to the Intellectual Property Assets (but only with respect to liabilities, commitments and obligations arising out of or relating to events or conditions from and after the Closing Date), (ii) pursuant to those certain secured convertible promissory notes in the aggregate principal amounts of \$99,007.00 for the benefit of Oxford Bioscience Partners IV L.P. ("Oxford") and \$993.00 for the benefit of MRNA Fund II L.P. ("MRNA") (collectively, the "IMCOR Notes") by issuing in substitution for and as a replacement of the IMCOR Notes, promissory notes in the form attached hereto as Exhibit D, and (iii) arising pursuant to any contract assumed in accordance with the terms of this Agreement (collectively, the "Assumed Liabilities").

1.3. Excluded Liabilities. Except for the Assumed Liabilities which shall be assumed by Purchaser in Section 1.2 above, Purchaser shall not assume or be obligated for any other liability, obligation or commitment of Seller, direct or indirect, known or unknown, absolute or contingent.

1.4. Closing. The transfer and sale of the Intellectual Property Assets contemplated by this Agreement (the "Closing") shall occur at the offices of Grippio & Elden LLC or at such other location as may be mutually agreed to by the parties upon satisfaction of the conditions precedent

to Closing set forth in Article V below. The Closing shall occur on February 3, 2009 or such other date as mutually agreed to by the parties (the "Closing Date").

1.5. Purchase Price. At the Closing, as consideration for the sale of the Intellectual Property Assets, Purchaser shall assume the Assumed Liabilities and issue and deliver to Seller 2,781,000 shares of fully paid, non-assesable common stock of Purchaser (the "Common Shares") and options to purchase an aggregate of 369,000 shares of Purchaser's common stock (the "Options"), representing in the aggregate 45% of issued and outstanding common stock of Purchaser on a fully-diluted basis (collectively, the "Purchase Price"). The Options shall be allocated to the officers or consultants of Seller as set forth on Exhibit B hereto. The Options shall be issued pursuant to Option Award Agreements in substantially the form set forth on Exhibit C hereto.

1.6. Cash Advance. Purchaser will use its reasonable best efforts to obtain additional capital of at least \$45,000 within 90 days after the Closing. If Purchaser is able to obtain \$45,000 or more, Seller will provide \$55,000 to the Purchaser on the same terms and conditions as the form of notes attached hereto as Exhibit D.

1.7. Seller Covenant. Other than the cash delivered by Seller to Purchaser in accordance with the terms of this Agreement, from the date of this Agreement and until the Closing, Seller will use its cash only to pay creditors in accordance with the procedures set forth on Exhibit E, to maintain the Intellectual Property Assets and to pay any customary transaction expenses, including payments to attorneys and consultants, in connection with the transactions contemplated by this Agreement. After the Closing Seller will continue to use its cash as provided above until claims or potential claims of creditors are settled.

1.8. Closing Deliveries.

(a) At the Closing, Purchaser shall deliver the following to Seller:

- (i) Share certificates evidencing the Common Shares including a legend providing that the shares have not been registered under federal or state securities laws and may not be sold or transferred except pursuant to an exemption from registration under such laws;
- (ii) Option Award Agreements related to the Options;
- (iii) A copy certified by the secretary of Purchaser of the resolutions duly adopted by the board of directors of Purchaser authorizing the execution, delivery and performance of this Agreement and the Option Award Agreements and the transactions contemplated hereby and thereby;
- (iv) Certificate of Incorporation of Purchaser and a certificate of good standing, each certified by the Delaware Secretary of State and issued as of a date no earlier than 10 days prior to the Closing Date;
- (v) By-laws of Purchaser certified by its secretary;

- (vi) Executed copies of any such other instruments or documents as may be necessary or appropriate to carry out the transactions contemplated by this Agreement, duly executed by Purchaser where appropriate; and
- (vii) Convertible Promissory Notes for the benefit of Oxford and MRNA in the form attached hereto as Exhibit D, as a replacement and substitute for the IMCOR Notes.

(b) At the Closing, Seller shall deliver the following to Purchaser:

- (i) All bills of sale, assignments and instruments of transfer as shall be necessary or desirable by Purchaser in order to assign and transfer, or to evidence the assignment and transfer of, the Intellectual Property Assets to Purchaser;
- (ii) \$100,000.00 cash by wire transfer;
- (iii) A copy certified by the secretary of the Seller of the resolutions duly adopted by the board of directors of Seller and Seller's shareholders authorizing the execution, delivery and performance of this Agreement and the Option Award Agreements and the transactions contemplated hereby and thereby;
- (iv) Articles of Incorporation of Seller and a certificate of good standing, each certified by the Nevada Secretary of State and issued as of a date no earlier than 10 days prior to the Closing Date;
- (v) Executed copies of any such other instruments or documents as may be necessary or appropriate to carry out the transactions contemplated by this Agreement, duly executed by Seller where appropriate;
- (vi) Copies of releases received by Seller from Seller's creditors; and
- (vii) Sub-license Agreement between Seller and Purchaser related to the sub-license of Seller's rights under the Schering/Bracco/Alliance Cross License to Purchaser, as a distributor.

Article II

Representations and Disclaimer of Warranties

2.1. Seller Representations and Warranties. Seller represents, warrants and agrees as follows, which representations and warranties are true as of the date hereof and shall be true at Closing:

(a) Seller is a corporation duly organized, validly existing, and in good standing under the laws of the State of Nevada.

(b) Seller has full power and authority (including full corporate power and authority) to execute and deliver this Agreement and to perform its obligations hereunder. The execution, delivery and performance of this Agreement, and the consummation of the transactions contemplated hereby, have been duly authorized by all necessary corporate action on the part of Seller. This Agreement constitutes the valid and legally binding obligation of Seller, enforceable in accordance with its terms and conditions.

(c) Neither the execution and the delivery of this Agreement, nor the consummation of the transactions contemplated hereby, will (i) violate any constitution, statute, regulation, rule, injunction, judgment, order, decree, ruling, charge, or other restriction of any government, Governmental Authority, or court to which Seller is subject or any provision of the charter or bylaws of Seller or (ii) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify, or cancel, or require any notice under any agreement, contract, lease, license, instrument, or other arrangement to which Seller is a party or by which it is bound or to which any of the Intellectual Property Assets are subject. Seller is not required to give any notice to, make any filing with, or obtain any authorization, consent, or approval of any government or Governmental Authority in order for the parties to consummate the transactions contemplated by this Agreement or the Option Award Agreements.

(d) Seller has the right to enter into this Agreement and convey the Intellectual Property Assets described herein.

(e) Seller has disclosed to Purchaser that Seller received notice from the European Patent Office that on August 3, 2005 it initiated, at the request of Accusphere Inc., an Opposition proceeding against European Patent EP 0711179 owned by Seller, which proceeding is ongoing. Except as set forth in the previous sentence, Seller has not received notice of any other oppositions or other challenges to the Intellectual Property Assets being conveyed by Seller.

(f) Seller has not retained any broker, finder or incurred any liability or obligation for any broker's fees, commissions, or finders' fees with respect to this transaction.

(g) No Litigation is pending against or affecting or, to the knowledge of Seller, threatened against Seller in connection with any of the transactions contemplated by this Agreement. There is presently no outstanding judgment, decree or order of any Governmental Authority against or affecting Seller in connection with the transactions contemplated by this Agreement. Seller is subject to a judgment entered in Pennsylvania state court relating to its former landlord in New Hope, Pennsylvania, which is one of the obligations Seller plans to discharge in accordance with Exhibit E.

(h) Seller has previously delivered to Purchaser the following financial statements (collectively, the "Seller Financial Statements"): (i) audited balance sheets and statements of income, changes in stockholders'/members' equity, and cash flow as of and for the fiscal years ended December 31, 2006, 2005 for the Seller; and (ii) comparative balance sheets (2005-2008), comparative statements of income (2006-2008) and comparative cash flows (2006-2008) (the "Most Recent Seller Financial Statements") for the Seller. The Seller Financial Statements

(including the notes thereto) have been prepared in accordance with Generally Accepted Accounting Principles consistently applied throughout the periods covered thereby, present fairly the financial condition of the Seller as of such dates and the results of operations of the Seller for such periods, are correct and complete, and are consistent with the books and records of the Seller (which books and records are correct and complete); *provided, however*, that the Most Recent Seller Financial Statements are subject to normal year-end adjustments (which will not be material individually or in the aggregate) and lack footnotes and other presentation items.

(i) The Seller has no Liabilities (and there is no basis for any present or future action, suit, proceeding, hearing, investigation, charge, complaint, claim, or demand against it giving rise to any Liability), except for (i) Liabilities set forth on the face of the Most Recent Seller Financial Statements (rather than in any notes thereto) and (ii) Liabilities that have arisen after the Most Recent Seller Financial Statements in the ordinary course of business, consistent with past custom and practice, (none of which results from, arises out of, relates to, is in the nature of, or was caused by any breach of contract, breach of warranty, tort, infringement, or violation of law). The Seller has delivered to Purchaser on Schedule 2.1(i) a current list of all creditors showing the amounts owed and those from whom releases from further Liability have been obtained.

(j) The Seller owns and possesses or has the right to use pursuant to a valid and enforceable written license, sublicense, agreement, or permission all of the Intellectual Property Assets. The Seller has provided the Purchaser with a list of all U.S. and foreign patent, trademark, service mark and copyright applications and registrations and each additional item of the material Intellectual Property Assets owned or used by the Seller (other than off the shelf software packages costing \$5,000 or less).

(k) To Seller's knowledge and except as disclosed herein, the Seller has not interfered with, infringed upon, misappropriated, or otherwise come into conflict with any Intellectual Property rights of third parties, and none of the directors and officers (and the Seller's employees with responsibility for Intellectual Property matters) of the Seller has in the last five (5) years received any charge, complaint, claim, demand or notice alleging any such interference, infringement, misappropriation, or violation (including any claim that the Seller must license or refrain from using any Intellectual Property rights of any third party). To the knowledge of the Seller and the directors and officers (and Seller's employees with responsibility for Intellectual Property matters) of the Seller, no third party has interfered with, infringed upon, misappropriated, or otherwise come into conflict with any Intellectual Property rights of the Seller.

2.2. Purchaser Representations and Warranties. Purchaser represents, warrants and agrees as follows, which representations and warranties are true as of the date hereof and shall be true at Closing:

(a) Purchaser is a corporation duly incorporated, validly existing, and in good standing under the laws of Delaware and was converted into a Delaware corporation from a Virginia limited liability company on December 31, 2008.

(b) Purchaser has full power and authority (including full corporate power and authority) to execute and deliver this Agreement and the Option Award Agreements and to perform its obligations hereunder. The execution, delivery and performance of this Agreement and the Option Award Agreements and the consummation of the transactions contemplated hereby and thereby, have been duly authorized by all necessary corporate action on the part of Purchaser. This Agreement and the Option Award Agreements constitute the valid and legally binding obligation of Purchaser, enforceable in accordance with their respective terms and conditions.

(c) Neither the execution and the delivery of this Agreement, the Option Award Agreements, nor the consummation of the transactions contemplated hereby or thereby, will (i) violate any constitution, statute, regulation, rule, injunction, judgment, order, decree, ruling, charge, or other restriction of any government, Governmental Authority, or court to which Purchaser is subject or any provision of the charter or bylaws of Purchaser or (ii) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify, or cancel, or require any notice under any agreement, contract, lease, license, instrument, or other arrangement to which Purchaser is a party or by which it is bound. Purchaser is not required to give any notice to, make any filing with, or obtain any authorization, consent, or approval of any government or Governmental Authority in order for the parties to consummate the transactions contemplated by this Agreement or the Option Award Agreements.

(d) The Common Shares and the shares of the Seller's common stock issuable upon exercise of the Options when issued, sold and delivered against payment therefor in accordance with the provisions of this Agreement or the Option Award Agreements will be duly and validly issued, fully paid and non-assessable.

(e) The authorized capital stock of Purchaser consists of 10,000,000 shares of common stock, \$0.001 par value per share, of which 3,773,000 shares are issued and outstanding as of the Closing and an option to purchase 77,000 shares of the Company's common stock is outstanding to Christopher Anderson. Immediately after the Closing, Purchaser will have issued and outstanding, directly or through issued options, 7,000,000 shares of common stock, of which 3,850,000 shares will be owned by the former members and an option holder of units in Targeson, LLC and 2,781,000 will be owned by Seller, and 369,000 shares will be subject to issuance upon exercise of Option Award Agreements as described in Section 1.5 above. All of the issued and outstanding shares of Purchaser's capital stock have been duly authorized and validly issued and are fully paid and non-assessable. After the Closing, Purchaser will have available 3,000,000 authorized but unissued shares of its common stock for issuance pursuant to an Option Plan which shall be established within six months of the Closing Date and for other purposes approved by the Purchaser's Board of Directors. Except as contemplated by this Agreement and the Option Award Agreements, (i) no subscription, warrant, option, convertible security or other right (contingent or otherwise) to purchase or acquire any shares of capital stock of Purchaser is authorized or outstanding, (ii) there is not any commitment or offer of Purchaser to issue any subscription, warrant, option, convertible security or other such right or to issue or distribute to holders of any shares of its capital stock any evidences of indebtedness or assets of Purchaser, (iii) Purchaser has no obligation (contingent or otherwise) to purchase, redeem or

otherwise acquire any shares of its capital stock or any interest therein or to pay any dividend or make any other distribution in respect thereof, and (iv) there are no restrictions on the transfer of Purchaser's capital stock other than those arising from securities laws. There are no voting trusts or agreements, stockholders' agreements, pledge agreements, buy-sell agreements, rights of first refusal, preemptive rights or proxies relating to any securities of Purchaser to which Purchaser is a party. All of the outstanding securities of Purchaser were issued in compliance with all applicable federal and state securities laws.

(f) Purchaser has reviewed and understands the terms and conditions of the Settlement Agreement, Cross License Agreement, Kyosei License Agreement and the Schering/Bracco/Alliance Cross License.

(g) No litigation is pending against or affecting or, to the knowledge of Purchaser, threatened against Purchaser in connection with any of the transactions contemplated by this Agreement. There is presently no outstanding judgment, decree or order of any Governmental Authority against or affecting Purchaser in connection with the transactions contemplated by this Agreement.

(h) Purchaser has previously delivered to Seller the following financial statements (collectively, the "Purchaser Financial Statements"): (i) unaudited balance sheets and statements of income, changes in stockholders'/members' equity, and cash flow as of and for the fiscal years ended December 31, 2007, 2006, 2005 for the Purchaser; and (ii) un-audited balance sheets and statements of income, changes in stockholders'/members' equity, and cash flow (the "Most Recent Purchaser Financial Statements") as of and for the month ended December, 2008 (the "Most Recent Purchaser Fiscal Month End") for the Purchaser. The Purchaser Financial Statements (including the notes thereto) have been prepared in accordance with Generally Accepted Accounting Principles consistently applied throughout the periods covered thereby, present fairly the financial condition of the Purchaser as of such dates and the results of operations of the Purchaser for such periods, are correct and complete, and are consistent with the books and records of the Purchaser (which books and records are correct and complete); *provided, however*, that the Most Recent Purchaser Financial Statements are subject to normal year-end adjustments (which will not be material individually or in the aggregate) and lack footnotes and other presentation items.

(i) The Purchaser has no Liability (and there is no basis for any present or future action, suit, proceeding, hearing, investigation, charge, complaint, claim, or demand against it giving rise to any Liability), except for (i) Liabilities set forth on the face of the balance sheet provided in the Most Recent Purchaser Financial Statement (rather than in any notes thereto) and (ii) Liabilities that have arisen after the Most Recent Purchaser Fiscal Month End in the ordinary course of business, consistent with past custom and practice, (none of which results from, arises out of, relates to, is in the nature of, or was caused by any breach of contract, breach of warranty, tort, infringement, or violation of law).

(j) The Purchaser owns and possesses or has the right to use pursuant to a valid and enforceable written license, sublicense, agreement, or permission all Purchaser Intellectual Property. After the Closing, the Purchaser expects to have rights to all Intellectual Property

necessary for the operation of the business of the Purchaser as presently conducted. The Purchaser has provided the Seller with a list of all U.S. and foreign patent, trademark, service mark and copyright applications and registrations and each additional item of material Purchaser Intellectual Property owned or used by the Purchaser (other than off the shelf software packages costing \$5,000 or less). The Purchaser has taken all commercially reasonable actions to maintain and protect all Purchaser Intellectual Property of the Purchaser and will continue to maintain and protect all of the Purchaser Intellectual Property of the Purchaser prior to Closing so as not to adversely affect the validity or enforceability thereof. To the Purchaser's knowledge, the owners of any of the Purchaser Intellectual Property licensed to the Purchaser have taken all commercially reasonable actions to maintain and protect the Purchaser Intellectual Property covered by such license.

(k) To Purchaser's knowledge, the Purchaser has not interfered with, infringed upon, misappropriated, or otherwise come into conflict with any Purchaser Intellectual Property rights of third parties, and none of the directors and officers (and the Purchaser's employees with responsibility for Purchaser Intellectual Property matters) of the Purchaser has in the last five (5) years received any charge, complaint, claim, demand, or notice alleging any such interference, infringement, misappropriation, or violation (including any claim that the Purchaser must license or refrain from using any Purchaser Intellectual Property rights of any third party). To the knowledge of the Purchaser and the directors and officers (and Purchaser employees with responsibility for Purchaser Intellectual Property matters) of the Purchaser, no third party has interfered with, infringed upon, misappropriated, or otherwise come into conflict with any Purchaser Intellectual Property rights of the Purchaser.

(l) All notes and accounts receivable of the Purchaser are reflected properly on the books and records of the Purchaser, are valid receivables subject to no setoffs or counterclaims, are current and collectible, and will be collected in accordance with their terms at their recorded amounts, subject only to the reserve for bad debts set forth on the face of the Most Recent Balance Sheet (rather than in any notes thereto as adjusted for the passage of time through the Closing Date in accordance with the past custom and practice of the Purchaser).

2.3. Disclaimers.

(a) Except as expressly stated herein, nothing in this Agreement shall be deemed to be a representation or warranty by Seller of the validity of the Intellectual Property Assets. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, PURCHASER IS PURCHASING THE INTELLECTUAL PROPERTY ASSETS ON AN "AS IS, WHERE IS" BASIS AND WITHOUT RECOURSE AND WITHOUT ANY REPRESENTATION OR WARRANTY WHATSOEVER, AND WITHOUT THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, NON-INFRINGEMENT OR ANY OTHER IMPLIED OR EXPRESS WARRANTIES WHATSOEVER, EACH OF WHICH WARRANTIES IS HEREBY DISCLAIMED. Likewise, except as expressly stated in this Agreement, nothing in the Agreement shall be deemed to be a representation or warranty by Purchaser of the validity of the Purchaser Intellectual Property.

(b) Seller shall have no liability whatsoever to Purchaser or any other person or entity for or on account of any injury, loss, or damage, of any kind or nature sustained by, or any damage assessed or asserted against, or any other liability incurred by or imposed upon Purchaser or any other person, including any indirect, special, consequential or punitive damages (including, without limitation, damages for loss of profits or expected savings or other economic losses or for injury to persons or property), or any such liability arising out of or in connection with or resulting from the production, use or sale of any Products, or the practice of the Patents, Know-How, or Confidential Information or any advertising or other promotional activities with respect to any of the foregoing occurring after the Closing Date and Purchaser shall hold Seller, and its officers, directors, agents, or employees, harmless in the event Seller, or any of its Affiliates, officers, directors, agents, or employees is alleged to be or is actually held to be so liable, except in the event such liability is the result of gross negligence or willful misconduct of the Seller. Under no circumstances shall any party to this Agreement be liable to the other for consequential or punitive damages.

Article III **Survival and Indemnification**

3.1. Survival. The representations and warranties contained in this Agreement shall be deemed to be material and to have been relied upon by the parties hereto and shall survive the Closing for a period of nine (9) months after the Closing Date and thereafter shall be of no force or effect. Any claims or indemnifications first asserted within the survival period shall survive until resolved.

3.2. Purchaser Indemnification. Purchaser shall indemnify and hold harmless Seller from and against any and all loss, diminution in value, damage (but not including incidental, special, punitive, and consequential damages), cost, expense (including court costs and attorneys' fees and expenses and cost of investigation), suit, action, claim, deficiency, liability or obligation caused by, arising from or related to:

(a) any misrepresentation, breach of warranty or failure to fulfill any covenant or agreement of Purchaser contained herein or in any documents;

(b) any and all claims by third parties based upon facts alleged that, if true, would have constituted a misrepresentation, breach or failure;

(c) claims resulting from the development, use, manufacture, promotion, sale or other disposition of Intellectual Property Assets, and all technology sold by Seller under this Agreement to Purchaser, its assignees, sublicensees, vendors or other third parties, except for claims arising from events that occurred prior to the Closing Date;

(d) claims for the enforcement by Seller of its rights under this Section;

(e) claims for product liability, an adulterated product claim or other claim of any kind related to the use by a third party of any of the Intellectual Property Assets that was

manufactured, sold or otherwise disposed by Purchaser, its assignees, sublicensees, vendors or other third parties, except for claims arising from events that occurred prior to the Closing Date;

(f) claims by a third party that the Intellectual Property Assets or any technology licensed under this Agreement or the design, composition, manufacture, use, sale or other disposition of the Intellectual Property Assets anywhere in the world (excluding Japan) infringes or violates any patent, copyright, trademark or other intellectual property rights of such third party excluding matters represented by Seller in Section 2.1(d) above; and

(g) claims resulting from clinical trials or studies conducted by or on behalf of Purchaser, relating to the Intellectual Property Assets including, without limitation, any claim by or on behalf of a human subject of any such clinical trial or study, any claim arising from the procedures specified in any protocol used in any such clinical trial or study, any claim or deviation, authorized or unauthorized, from the protocols of any such clinical trial or study, and any claim resulting from or arising out of the manufacture or quality control by a third party of any substance administered in any clinical trial or study, but only to the extent such claims result from the gross negligence or willful misconduct of Purchaser or its employees or agents and only to the extent such claims do not result from the negligence of Purchaser, except for claims arising from events that occurred prior to the Closing Date.

3.3. Seller Indemnification. Seller shall indemnify and hold harmless Purchaser from and against any and all loss, diminution in value, damage (but not including incidental, special, punitive, and consequential damages), cost, expense (including court costs and attorneys' fees and expenses and cost of investigation), suit, action, claim, deficiency, liability or obligation caused by, arising from or related to:

(a) any misrepresentation, breach of warranty or failure to fulfill any covenant or agreement of Seller contained herein or in any related documents;

(b) any and all claims by third parties based upon facts alleged that, if true, would have constituted a misrepresentation, breach or failure; and

(c) claims for the enforcement by Purchaser of its rights under this Section.

(d) claims resulting from events which occurred prior to the Closing Date as described in Sections 3.2(c), (e), and (g).

3.4. Indemnification Notice. The party seeking indemnification shall give written notice to the indemnifying party of the facts and circumstances giving rise to any claim for indemnification ("Notice"). All rights contained in this Section are cumulative and are in addition to all other rights and remedies which are otherwise available, pursuant to the terms of this Agreement or applicable law. All indemnification rights shall be deemed to apply in favor of the indemnified parties, officers, directors, representatives, subsidiaries, Affiliates, successors and assigns. Each party shall cooperate with the other (with reimbursement only for out-of-pocket expenses) in connection with any claim asserted by third parties after Closing.

3.5. Minimum. Notwithstanding the foregoing, no claim by Purchaser for any breach of representation or warranty by Seller or by Seller for any breach of representation or warranty by Purchaser shall be asserted by Purchaser/Seller respectively, until the aggregate of all such damages respectively exceeds the sum of Ten Thousand Dollars (\$10,000) in which case the party entitled to indemnification shall be entitled to the full amount of indemnification from the first dollar.

Article IV **Patent Rights**

4.1. Control. After the Closing, Purchaser shall control and pay costs of and diligently prosecute and maintain the patents which are a part of the Patents. However, if Purchaser decides to stop paying for the preparation and maintenance of any of the Patents in a Territory, Purchaser will notify Seller; and if Seller desires to maintain such Patent, Purchaser will transfer to it a fully-paid, non-exclusive, royalty-free license to such Patent.

4.2. Notice of Infringement. Seller and Purchaser are responsible for notifying each other promptly of any infringement of the Patents which may come to their attention, including notice to the other of any certification filed under the United States "Drug Price Competition and Patent Term Restoration Act of 1984."

4.3. Prosecution. If Purchaser fails to prosecute any infringement of any of the Patents, Seller shall have the right, but not the obligation, to prosecute such infringement at its own expense. In such an event Seller shall retain the rights to be represented by its own counsel at its own expense. In such event, financial recoveries will be entirely retained by Seller, and if Seller successfully prosecutes such an infringement suit, Purchaser will transfer to it a fully-paid, non-exclusive, royalty-free license to such Patent.

4.4. Cooperation. In any action to enforce any of the Patents, either party, at the request and expense of the other party, shall cooperate to the fullest extent reasonably possible. This provision shall not be construed to require either party to undertake any activities, including legal discovery, at the request of any third party except as may be required by lawful process of a court of competent jurisdiction.

4.5. Transfer. Seller agrees to cooperate fully with Purchaser, with respect to the transfer of Intellectual Property Assets, including the Patents and will sign or cause the appropriate officers of Seller to sign all papers, including, without limitation, patent applications, declarations, oaths, formal assignments, assignments of priority rights, and powers of attorney, which Purchaser may deem necessary or desirable in order to protect its rights and interests in any of the Patents including other Intellectual Property Assets. Seller further agrees that if Purchaser is unable, after reasonable effort, to secure the signature of the appropriate officer of Seller on any such papers, any executive officer of Purchaser shall be entitled to execute any such papers as the agent and the attorney-in-fact of Seller, and Seller hereby irrevocably designates and appoints each executive officer of Purchaser as its agent and attorney-in-fact to execute any such papers on its behalf, and to take any and all actions as Purchaser may deem necessary or

desirable in order to protect its rights and interests in any Patent or other Intellectual Property Assets.

4.6. Patent Counsel. Seller agrees that it will allow its patent counsel to consult and cooperate with Purchaser on all matters relating to the transfer of the Patent files and to the maintenance of such Patents or Patent applications. The Seller and Purchaser have a joint interest in the Patents and Patent applications and therefore no consultation will be deemed or will result in a waiver of the attorney-client privilege or any other applicable privilege. Purchaser shall reimburse Seller for any expenses that Seller or Seller's patent counsel incurs in connection with such consultation.

Article V **Closing Conditions**

5.1. Conditions Precedent to Obligation of Purchaser. The obligation of Purchaser to proceed with the Closing under this Agreement is subject to the fulfillment prior to or at the Closing of the following conditions, any one or more of which may be waived in whole or in part by Purchaser:

(a) Purchaser has reviewed all of the documents relating to the Intellectual Property Assets and is satisfied that Seller is able to sell or transfer, as applicable, the Intellectual Property Assets as provided herein.

(b) Seller has obtained all necessary consents of all persons or entities necessary and appropriate for the sale of the Intellectual Property Assets.

(c) Each of the representations and warranties of Seller contained in this Agreement shall be true and correct in all material respects on and as of the Closing Date, except to the extent that any representation and warranty relates exclusively to an earlier date, in which case such representation and warranty shall be true and correct as of such earlier date.

(d) Seller shall have performed in all material respects all of the covenants and complied in all material respects with all of the provisions required by this Agreement to be performed or complied with by it at or before the Closing.

(e) No statute, regulation or order of any Governmental Authority shall be in effect that restrains or prohibits the transactions contemplated hereby, and no proceeding shall have been commenced that restrains or prohibits the consummation of all or any portion of the transactions contemplated hereby.

(f) Seller shall have obtained the required consents, waivers or approvals and delivered satisfactory evidence thereof to Purchaser and the same shall be in full force and effect as of the Closing.

(g) Seller shall have made all of the deliveries required by Seller pursuant to Section 1.8(b).

5.2. Conditions Precedent to Obligation of Seller. The obligation of Seller to proceed with the Closing under this Agreement is subject to the fulfillment prior to or at the Closing of the following conditions, any one or more of which may be waived in whole or in part by Seller:

(a) Each of the representations and warranties of Purchaser contained in this Agreement shall be true and correct in all material respects on and as of the Closing Date, except to the extent that any representation and warranty relates exclusively to an earlier date, in which case such representation and warranty shall be true and correct as of such earlier date.

(b) Purchaser shall have performed in all material respects all of the covenants and complied in all material respects with all of the provisions required by this Agreement to be performed or complied with by them at or before the Closing.

(c) No statute, regulation or order of any Governmental Authority shall be in effect that restrains or prohibits the transactions contemplated hereby, and no proceeding shall have been commenced that restrains or prohibits the consummation of all or any portion of the transactions contemplated hereby.

(d) Purchaser shall have made all of the deliveries required by Purchaser pursuant to Section 1.8(a).

Article VI Post-Closing Matters

6.1. Distribution. Purchaser acknowledges that Seller may distribute the Common Shares that it receives in connection with the transaction contemplated by this Agreement to its shareholders and/or creditors in its discretion; provided that the Seller will make such distributions pursuant to exemptions from registration under the federal and applicable state securities laws.

6.2. Further Assurances. From and after the Closing, upon reasonable request, from time to time, Seller shall (or shall direct its directors, shareholders, employees, agents and officers to, if appropriate) execute and deliver all documents, make all rightful oaths, testify in any proceedings and do all other acts which may be necessary or desirable in the opinion of Purchaser to protect, defend or record the right, title or interest of Purchaser in and to the Intellectual Property Assets or to aid in the prosecution, defense or other litigation of such rights arising from such right, title or interest, all without further consideration.

6.3. Board Composition. The initial board of directors of Purchaser shall be comprised of five individuals, two appointed by Seller, two appointed by Purchaser and one vacancy. The by-laws of the Purchaser shall provide that at the initial meeting of the new board of directors, the vacancy in the fifth directorship on the board of directors shall be filled by the other directors with the fifth member to be an individual appointed by a majority of the directors then serving.

6.4. Option Plan; Additional Capital Requirements. Within six months of the Closing Date the board of directors of the Purchaser shall establish an Option Plan which will provide for

the issuance of the Option Award Agreements as well as other option award requirements of the Purchaser. In addition, within six months of the Closing Date the board of directors of the Purchase shall establish a plan for its anticipated future capital requirements. To the extent necessary to meet the goals of the capital requirements plan, as it may be amended from time to time, the board of directors shall recommend to its shareholders to amend the Purchaser's certificate of incorporation to increase the number of authorized shares of capital stock.

6.5. Transition. As soon as practicable after the Closing, Purchaser shall relocate its operations to San Diego and shall convene one or more meetings of its Board of Directors.

Article VII **Confidentiality**

The parties agree to maintain in confidence, not to disclose to any third party and not to use for any purpose other than to fulfill obligations under this Agreement, any Confidential Information (as defined herein) of the other party received pursuant to this Agreement. Each party agrees to ensure that its employees and consultants have access to Confidential Information only on a need-to-know basis and are obligated in writing to abide by the obligations hereunder. The foregoing obligation shall not apply to:

(a) Information that is known to or independently developed by the receiving party prior to the time of disclosure, in each case, to the extent evidenced by written records promptly disclosed to the disclosing party upon receipt of the Confidential Information;

(b) Information disclosed to the receiving party by a third party that has a right to make such disclosure;

(c) Information that becomes patented, published or otherwise part of the public domain as a result of acts by the disclosing party or a third person obtaining such information as a matter of right; or

(d) Information that is required to be disclosed by order of a Governmental Authority or a court of competent jurisdiction; provided that the disclosing party shall use its best efforts to obtain confidential treatment of such information by the agency or court.

Article VIII **Notices**

Any notice, demand, waiver or consent required or permitted hereunder shall be in writing and shall be given by facsimile, with print out receipt to evidence delivery, email with evidence of receipt by return email or prepaid registered or certified mail, with return receipt requested or by a national overnight courier service, addressed as follows:

If to Purchaser: 325 Barracks Hill
 Charlottesville, VA 22901
 Fax: (434) 984-2697
 Attention: Stephen Parks

With a copy to: W. McIlwaine Thompson, Jr.
Woods Rogers PLC
105 W. High Street
Charlottesville, VA 22902
Fax: (434) 977-7920

If to Seller: 4660 La Jolla Village Dr.
Suite 500
San Diego, CA 92122
Attention: B. Jack DeFranco

With a copy to: Grippo & Elden LLC
111 South Wacker
Chicago, IL 60606
Fax: (312) 558-1195
Attention: Matthew I. Hafter, Esq.

The date of any such notice and of service thereof shall be deemed to be the day of dispatch. Any party may change its address for the purpose of notice by giving written notice in accordance with the provisions of this Section.

Article IX **Definitions**

9.1. Defined Terms. For purposes of this Agreement,

(a) "Affiliate" shall mean any legal entity that controls, is controlled by, or is under common control with one of the parties to this Agreement. For purposes of this definition, the term "control" shall mean possession of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by contract, or otherwise, and the term "entity" includes without limitation any individual, corporation, or other organization.

(b) "Confidential Information" shall mean any and all information that has or could have value or utility to either party, whether or not reduced to written or other tangible form and all copies thereof, relating to either party's private or proprietary matters, confidential matters or trade secrets. Confidential Information includes the following:

- (i) technical information (whether or not subject to patent registration or protection), including research and development, methods, trade secrets, Know-How, formulas, compositions, protocols, processes and techniques, discoveries, machines, inventions, ideas, computer programs (including software and data used in all such programs), drawings, specifications;
- (ii) except to the extent publicly disclosed by either party without any fault by the other party or any other person or entity, information relating to such party's patents, patent applications, and patent disclosures, together with

all reissuances, continuations, continuations-in-part, revisions, extensions, and reexaminations thereof, and all improvements and inventions related thereto;

- (iii) business information, including information concerning any products, customers, suppliers, production, developments, costs, purchasing, pricing, profits, markets, sales, accounts, customers, financing, acquisitions, strategic alliances or collaborations, expansions; and
- (iv) other information relating to either party's business practices, strategies or policies.

(c) "Cross License Agreement" shall mean the Cross License Agreement dated effective as of October 29, 2004 by and among Seller, Bristol-Myers Squibb Company, and Bristol-Myers Squibb Medical Imaging, Inc.

(d) "Field of Use" shall mean ultrasound diagnostic imaging in humans and animals.

(e) "Governmental Authority" shall mean any court, tribunal or government (federal, state, local, foreign or provincial) or any political subdivision thereof, including without limitation, any department, commission, board, bureau, agency or other regulatory, administrative or governmental authority or instrumentality.

(f) "*Imagent*®" means perflhexane lipid microspheres, as defined in NDA Number 21-191.

(g) "Improvement" shall mean any modification, review, development, or variation of the Patents or Know-How that improves the underlying intellectual property, improves the performance of a Product, increases the marketability or consumer acceptance of a Product expands the application of any intellectual property or would, if implemented, replace or displace any intellectual property.

(h) "Intellectual Property Assets" shall mean all of those assets set forth on Exhibit A including the Patents and Patent applications attached thereafter and any Improvement and Know-How related to such Patents and Patent applications and owned by or licensed to IMCOR.

(i) "Know -How" shall mean information and know-how relating to the Field of Use, whether patentable or not, including but not limited to any and all discoveries, inventions, substances, compositions of matter, data, techniques, processes, systems, formulations, trade secrets, designs and commercial information relating to design, development, manufacture, assembly, use or sale.

(j) "Kyosei License Agree ment" shall mean an Amended and Restated License Agreement dated November 13, 2006 between Seller and Kyosei Pharmaceutical Co., Ltd., a Japanese corporation.

(k) "Liability" shall mean any liability or obligation of whatever kind or nature (whether known or unknown, whether asserted or unasserted, whether absolute or contingent, whether accrued or unaccrued, whether liquidated or unliquidated, and whether due or to become due), including any liability for taxes.

(l) "Licenses" shall mean the Settlement Agreement, the Cross License Agreement and the Schering/Bracco/Alliance Cross License.

(m) "Litigation" shall mean any suit, action, arbitration, cause of action, claim, complaint, criminal prosecution, investigation, demand letter, governmental or other administrative proceeding, whether at law or at equity, before or by any court or Governmental Authority or before any arbitrator.

(n) "Patents" shall mean any and all patents and patent applications as set forth in Exhibit A to this Agreement, including all divisionals, continuations, continuations-in-part, reissues, re-examinations, substitutions, renewals, divisions, extensions, patents-of-additions, re-examinations, re-issues, supplementary protection certificates and foreign counterparts of such patents and patent applications and any patents issuing thereon and extensions thereon.

(o) "Product" shall mean any article, device, composition, method, good or service the manufacture, sale or use of which but for this License, would infringe on a claim in the Patents or on any Know-How.

(p) "Purchaser Intellectual Property" shall mean all of the following in any jurisdiction throughout the world owned by Purchaser: (a) all inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto, and all patents, patent applications, and patent disclosures, together with all reissuances, continuations, continuations-in-part, revisions, extensions, and reexaminations thereof, (b) all trademarks, service marks, trade dress, logos, slogans, trade names, corporate names, Internet domain names, and rights in telephone numbers, together with all translations, adaptations, derivations, and combinations thereof and including all goodwill associated therewith, and all applications, registrations, and renewals in connection therewith, (c) all copyrightable works, all copyrights, and all applications, registrations, and renewals in connection therewith, (d) all mask works and all applications, registrations, and renewals in connection therewith, (e) all trade secrets and confidential business information (including ideas, research and development, know-how, formulas, compositions, manufacturing and production processes and techniques, technical data, designs, drawings, specifications, customer and supplier lists, pricing and cost information, and business and marketing plans and proposals), (f) all computer software (including source code, executable code, data, databases, and related documentation), (g) all advertising and promotional materials, (h) all other proprietary rights, and (i) all copies and tangible embodiments thereof (in whatever form or medium).

(q) "Intellectual Property" shall mean all of the following in any jurisdiction throughout the world: (a) all inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto, and all patents, patent applications, and patent disclosures, together with all reissuances, continuations, continuations-in-part, revisions,

extensions, and reexaminations thereof, (b) all trademarks, service marks, trade dress, logos, slogans, trade names, corporate names, Internet domain names, and rights in telephone numbers, together with all translations, adaptations, derivations, and combinations thereof and including all goodwill associated therewith, and all applications, registrations, and renewals in connection therewith, (c) all copyrightable works, all copyrights, and all applications, registrations, and renewals in connection therewith, (d) all mask works and all applications, registrations, and renewals in connection therewith, (e) all trade secrets and confidential business information (including ideas, research and development, know-how, formulas, compositions, manufacturing and production processes and techniques, technical data, designs, drawings, specifications, customer and supplier lists, pricing and cost information, and business and marketing plans and proposals), (f) all computer software (including source code, executable code, data, databases, and related documentation), (g) all advertising and promotional materials, (h) all other proprietary rights, and (i) all copies and tangible embodiments thereof (in whatever form or medium).

(r) "Schering/Bracco/Alliance Cross License" means the Settlement and Worldwide License Agreement dated as of January 31, 2001 by and among Bracco International B.V., Schering Aktiengesellschaft, and Alliance Pharmaceutical Corp.

(s) "Settlement Agreement" shall mean the Settlement and License Agreement dated effective September 19, 2005, by and among G. E. Healthcare, Ltd. f/k/a Amersham plc, Amersham Health, Inc., and Amersham Health AS, IMCOR Pharmaceutical Co. f/k/a Photogen Technologies, Inc., Alliance Pharmaceuticals Corp., and Molecular Biosystems, Inc.

(t) "Taxes" shall mean any and all federal, state, local, foreign, provincial, territorial or other taxes, imposts, tariffs, fees, levies or other similar assessments or liabilities and other charges of any kind, including income taxes, ad valorem taxes, excise taxes, withholding taxes, stamp taxes, or other taxes of or with respect to gross receipts, premiums, real property, personal property, sales, use, transfers, licensing, employment, social security, workers' compensation, unemployment, payroll and franchises imposed by or under any law, and including any interest, fines, penalties, or assessments.

Article X **Miscellaneous**

10.1. Governing Law. This Agreement shall be governed by the internal laws of the State of Delaware, without reference to the internal conflict laws thereof.

10.2. No Partnership. Nothing in this Agreement shall render Seller and Purchaser as partners or joint venturers or in an agency/principal relationship.

10.3. Entire Agreement. This Agreement, together with the Option Award Agreements, set forth the entire agreement and understanding of the parties with respect to the transactions contemplated hereby and supersede any and all prior agreements, arrangements and understandings among the parties relating to the subject matter hereof. There are no representations, warranties, agreements, arrangements or understandings, oral or written, between

the parties concerning the subject matter of this Agreement that are not fully expressed in this Agreement and the Option Award Agreements.

10.4. Counterparts; Electronic Signature. This Agreement and the Option Award Agreements 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. This Agreement and the Option Award Agreements may be executed by facsimile signature or delivered by .pdf technology and a facsimile signature or signature delivered by .pdf technology shall constitute an original for all purposes.

10.5. Successors and Assigns. Seller may assign its rights and delegate its duties under this Agreement to a third party without the consent of Purchaser provided that such third party delivers written acknowledgement to Purchaser of its agreement to be bound under this Agreement to the same extent as Seller. Purchaser may assign its rights and delegate its duties under this Agreement to a third party with the advance written consent of Seller, such consent not to be unreasonably withheld.

10.6. Amendment. This Agreement may be amended or supplemented only by writing signed on behalf of both parties.

10.7. Severability. If any part of this Agreement is found to be invalid, illegal, void or unenforceable such provision will be deemed amended to the extent necessary to conform to the applicable laws so as to be valid and enforceable or if it cannot be so amended without materially altering the intention of the parties, it will be enforced to the maximum extent permitted by law, and all other parts of this Agreement will remain in force.

10.8. No Disclosure. No public statements of any kind pertaining to this Agreement may be made except as required by law, such as that enforced by the Securities and Exchange Commission of the United States of America, unless the parties otherwise agree in writing.

Article XI **Termination**

11.1. Termination. This Agreement may be terminated at any time prior to the Closing, whether before or after approval of this Agreement as follows:

(a) by mutual consent of Purchaser and Seller;

(b) by either party, if (i) prior to Closing an involuntary proceeding shall be commenced or an involuntary petition shall be filed in a court of competent jurisdiction seeking (A) a substantial part of the other party's property or assets, under Title 11 of the United States Code, as now constituted or hereafter amended, or any other bankruptcy, insolvency, receivership or similar law, (B) the appointment of a receiver, trustee, custodian, conservator or a similar official for the other party or for a substantial part of its property or assets, or (C) the winding up or liquidation of the other party; and such proceeding or petition shall continue undismissed for ninety (90) days, or an order or decree approving or ordering any of the foregoing shall be entered; or (ii) the other party (A) voluntarily commences any proceeding or files any petition

seeking relief under Title 11 of the United States Code, as now constituted or hereafter amended, or any other bankruptcy, insolvency, receivership or similar law, (B) applies for or consents to the appointment of a receiver, trustee, custodian, conservator or similar official for the other party, or for a substantial part of its property or assets, (C) files an answer admitting the material allegations of a petition filed against it in any such proceeding, (D) makes a general assignment for the benefit of creditors, (E) takes any action for the purpose of effecting any of the foregoing;

(c) by either party, upon a breach of any covenant or agreement on the part of the other party, provided that if such breach can be cured through reasonable efforts, then the breaching party shall have a reasonable opportunity to cure the breach; or

(d) by either party, if the Closing Date does not occur on or before February 28, 2009.

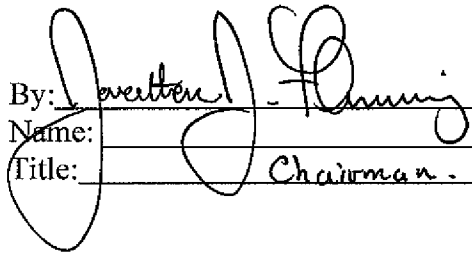
11.2. Expenses. All expenses incurred by the parties hereto shall be borne solely by the party which has incurred such expenses.

SIGNATURE PAGE FOLLOWS.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed in duplicate originals by its duly authorized officers or representatives.

IMCOR PHARMACEUTICAL CO.

TARGESON, INC.

By: 
Name: _____
Title: Chairman.

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed in duplicate originals by its duly authorized officers or representatives.

IMCOR PHARMACEUTICAL CO.

TARGESON, INC.

By: _____
Name: _____
Title: _____

By: Stephen K. Parks
Name: Stephen K. Parks
Title: President

Exhibit A

The following are the Intellectual Property Assets:

To the extent that such rights may be sold and transferred pursuant to Section 2.3 of the Settlement and License Agreement dated effective September 19, 2005, by and among G. E. Healthcare, Ltd. f/k/a Amersham plc, Amersham Health, Inc., and Amersham Health AS, IMCOR Pharmaceutical Co. f/k/a Photogen Technologies, Inc., Alliance Pharmaceuticals Corp., and Molecular Biosystems, Inc. (the "Settlement Agreement"), a sale of all of IMCOR's rights received under Section 2.3 of the Settlement Agreement, including the license under the Amersham Licensed Patents (as defined in the Settlement Agreement), to develop, make, have made, use, sell, offer to sell, import, or export *Imagent*® in the Field (as defined in the Settlement Agreement) in the Territory (as defined in the Settlement Agreement) subject to the terms and conditions of the Kyosei License Agreement.

To the extent that such rights may be sold and transferred pursuant to Section 2.2 of the Cross License Agreement dated effective as of October 29, 2004 ("Cross License Agreement") by and among IMCOR, Bristol-Myers Squibb, and Bristol-Myers Squibb Medical Imaging, Inc., IMCOR's license and immunity from suit under the BMSMI Patent Rights (as defined in the Cross License Agreement) to develop, make, have made, use, sell, offer to sell IMCOR Products (as defined in the Cross License Agreement) in the Territory (as defined in the Cross License Agreement).

Any rights to use any patents or other intellectual property rights acquired by IMCOR in connection with either the Settlement Agreement or the Cross License Agreement after the effective date of those agreements.

All of IMCOR's rights and obligations under the Kyosei License Agreement.

Imagent® (perflexane lipid microspheres as defined in NDA Number 21-191)

Imagent® Patent and Patent Applications:

Fox Reference	Client Code	Country Application No. [Patent No.]	Title	Date Filed Date Issued	Areas of Coverage	Status
48175.00053	ALLIA.062FW1	U.S. 08/405,447 5,639,443	Stabilized Microbubble Compositions/ SCHUTT, EVITTS, KINNER, ANDERSON, WEERS Cont of 08/099,951	16 March 1995 17 June 1997	Composition and kit claims directed to stabilized gas filled microbubble preparations comprising dual gas or surfactant-gas systems useful for contrast imaging enhancement.	Issued
48175.00005	ALLIA.62F1C1C1	U.S. 09/991,445	Stabilized Microbubble Compositions/ SCHUTT, EVITTS, KINNER, ANDERSON, WEERS Cont of US 08/099,951	16 November 2001	Composition claims for microbubbles comprising a membrane, fluorocarbon gas and a modifier gas, and transport of physiological gases in vivo. Modifier gas to fluorocarbon gas are present in a ratio 1:100 to 1000:1.	Abandoned
48175.00075		U.S. 08/785,007	Stabilized Microbubble Compositions/ SCHUTT, EVITTS, KINNER, ANDERSON, WEERS Cont of US 08/405,447	17 January 1997	Interference decision	Inactive
48175.00045	ALLIA.62F1C2	U.S. 08/786,402 6,372,195	Mixed Gas Microbubble Compositions/ SCHUTT, EVITTS, KINNER, ANDERSON, WEERS Cont of 08/099,951	17 January 1997 16 April 2002	Directed to injectable compositions comprising gas mixtures of modifying gases and gas osmotic agents that may comprise fluorocarbons, and surfactants.	Issued

PATENT

REEL: 027027 FRAME: 0431

Fox Reference	Client Code	Country Application No. [Patent No.]	Title	Date Filed Date Issued	Areas of Coverage	Status
48175.00004		U.S. 11/181,661	Mixed Gas Microbubble Compositions/ SCHUTT, EVITTS, KINNER, ANDERSON, WEERS Cont of 10/029,712	14 July 2005	Directed to compositions of ultrasound contrast agents comprising microbubbles with a membrane comprising a surfactant and a protein or glycoprotein and a gas mixture.	Pending
48175.00047	ALLIA.62F1C2C1	U.S. 10/029,712 6,953,569	Mixed Gas Microbubble Compositions/ SCHUTT, EVITTS, KINNER, ANDERSON, WEERS Cont of 08/786,402	19 December 2001 11 October 2005	Directed to compositions of ultrasound contrast agents comprising microbubbles comprising surfactant and gas mixture of A and B with gas B having a water solubility of 0.5 mM at 25° C.	Issued
48175.00048	ALLIA.62F1C3	U.S. 08/841,847 6,258,339	Osmotically Stabilized Microbubble Preparations/SCHUTT, EVITTS, KINNER, ANDERSON, WEERS Cont of US 08/099,951	5 May 1997 10 July 2001	Composition claims directed to contrast agents comprising non-Freon gas osmotic agent microbubbles, gas mixtures with a liquid at 37°C. Claims to microbubbles having protein microspheres and gas mixtures.	Issued
48175.00011		U.S. 10/780,502 7,005,120	Osmotically Stabilized Microbubble Preparations/SCHUTT, EVITTS, KINNER, ANDERSON, WEERS Cont of US 09/863,982	17 February 2004 28 Feb 2006	Composition claims for microbubbles comprising a membrane, fluorocarbon gas and a modifier gas, and transport of physiological gases in vivo. Growth and shrinkage of microbubbles to maintain osmotic equilibrium.	Issued

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Fox Reference	Client Code	Country Application No. [Patent No.]	Title	Date Filed Date Issued	Areas of Coverage	Status
48175.00033	ALLIA.62F1C3C1	U.S. 09/863,982 6,706,253	Osmotically Stabilized Microbubble Preparations/SCHUTT, EVITTS, KINNER, ANDERSON, WEERS Cont of US 08/099,951	21 May 2001 16 Mar 2004	Claims to stabilized microbubbles comprising a first gas and a second gas acting as a gas osmotic agent (not water vapor), first gas and second gas are present in a molar ratio of 1:100 to 1000:1 and first gas has a vapor pressure of (760-x) mm Hg at 37°C, where x is the vapor pressure of the second gas at 37°C.	Issued
48175.00049	ALLIA.062CP1	U.S. 08/284,083 5,605,673	Stabilized Microbubble Compositions for Ultrasound/SCHUTT, ANDERSON, EVITTS CIP of 08/099,951	1 August 1994 25 February 1997	Claims directed to methods of forming microbubbles comprising membrane forming materials, void containing structures and spray dried microspheres.	Issued
48175.00054	ALLIA.062DV1	U.S. 08/476,079 5,720,938	Systems for the Formation of Microbubbles/SCHUTT, ANDERSON, EVITTS Div. of 08/284,083	7 June 1995 24 February 1998	Claims directed to kits for forming microbubbles. Specifically comprises claims to 2 chamber kit and a single chamber container kit.	Issued
48175.00055	ALLIA.062DV2	U.S. 08/480,853 5,626,833	Ultrasound Imaging Method Using Microbubbles/SCHUTT, ANDERSON, EVITTS Div. of 08/284,083.	7 June 1995 6 May 1997	Method claims directed to ultrasound or magnetic resonance imaging using stabilized microbubble preparations comprising the vapor of a compound that is a liquid at 37° C.	Issued

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Fox Reference	Client Code	Country Application No. [Patent No.]	Title	Date Filed Date Issued	Areas of Coverage	Status
48175.00056	ALLIA.62D2C1	U.S. 08/841,846 6,287,539	Methods of Imaging Using Osmotically Stabilized Microbubble Preparations/SCHUTT, ANDERSON, EVITTS Cont of 08/099,951	5 May 1997 11 September 2001	Method claims directed to ultrasound imaging using contrast agents comprising non-Freon gas osmotic agent microbubbles, gas mixtures with a liquid at 37°C, and protein microspheres with gas mixtures.	Issued
48175.00016	ALLIA.062DV3	U.S. 08/486,531 5,695,741	Stable Microbubble Precursors/SCHUTT, ANDERSON, EVITTS Div. of 08/284,083.	7 June 1995 9 December 1997	Claims directed to microbubble precursors and methods of using such precursors. The compositions include void containing structures and spray dried microspheres, each comprising a fluorochemical gas.	Issued
48175.00050	ALLIA.62D3C1	U.S. 08/986,879 6,280,704	Ultrasonic Imaging System Utilizing a Long-Persistence Contrast Agent/ SCHUTT, ANDERSON, EVITTS Cont of 08/099,951	8 December 1997 28 August 2001	Claims directed to systems for ultrasound imaging comprising an imaging apparatus and kits capable of forming stabilized microbubble preparations.	Issued
48175.00006		U.S. 11/110,416	Ultrasonic Imaging System Utilizing a Long-Persistence Contrast Agent/ SCHUTT, ANDERSON, EVITTS Cont of 10/644,634	13 April 2005	Claims to an ultrasound contrast agent precursor compositions with void containing polymeric structures, a fluorocarbon gas osmotic agent having a water solubility less than 0.5 mM at 25°C, and phospholipids.	Pending

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Fox Reference	Client Code	Country Application No. [Patent No.]	Title	Date Filed Date Issued	Areas of Coverage	Status
48175.00046		U.S. 10/644,634 6,939,531	Ultrasonic Imaging System Utilizing a Long-Persistence Contrast Agent/ SCHUTT, ANDERSON, EVITTS Cont of 09/919,433	19 August 2003 6 September 2005	Compositions and methods of forming stabilized microbubbles providing a perfluorocarbon, a membrane forming material, and a liquid, first gas and second gas (not water vapor) in a molar ratio of 1:100 to 1,000:1 and second gas is a gas at 37°C and 760 mm Hg. Membranes of protein and surfactants, and perfluorocarbon and perfluorohydrocarbon gases.	Issued
48175.00070	ALLIA.062QAU	Australia 74782/94 694135	Stabilized Microbubble Compositions for Ultrasound/SCHUTT, ANDERSON, EVITTS, KINNER, WEERS	1 August 1994 18 February 1999	Amended claim set directed to compositions comprising gas mixtures, methods of imaging, precursors and methods of forming microbubbles and kits.	Abandoned
48175.00066	ALLIA.062RAU	Australia 89338/98 731099	Stabilized Microbubble Compositions for Ultrasound/SCHUTT, ANDERSON, EVITTS, KINNER, WEERS	16 October 1994 5 July 2001	Claims to microbubble compositions comprising gas mixtures and perfluorohydrocarbons. Kit claims with solid precursors.	Abandoned
No Matter #	ALLIA.062QJAU	Australia 57751/01	As above.	1 August 1994	As above.	Abandoned

Fox Reference	Client Code	Country Application No. [Patent No.]	Title	Date Filed Date Issued	Areas of Coverage	Status
48175.00028	ALLIA.062QCA	Canada 2164813	Stabilized Microbubble Compositions for Ultrasound/SCHUTT, ANDERSON, EVITTS KINNER, WEERS	1 August 1994	Claims directed to compositions and methods and systems for forming stabilized microbubbles, having a first gas, a second gas surrounded by a membrane forming material. Gas molar ratios of 1:100 to 1,000:1, first gas has a vapor pressure (760 - x) mm Hg at 37°C, where x is the vapor pressure of the second gas at 37°C. Methods for converting solid microbubble precursors to stabilized microbubbles by dissolving 100 µm void-containing structures. Specific claims to fluorocarbon gases, non-Newtonian surfactants. A system comprising two chambers for forming stabilized microbubbles from a solid precursor.	Issued
48175.00034	ALLIA.062QEP	Europe 94924538.5 711179	Stabilized Microbubble Compositions for Ultrasound/SCHUTT, ANDERSON, EVITTS KINNER, WEERS	1 August 1994 3 November 2004	Claims directed towards methods for forming stabilized microbubbles with first gas, and second gas (not water vapor), a membrane. Gases present in a molar ratio of 1:100 to 1,000:1, vapor pressures greater than 75 mm Hg at 37°C, with first gas having a vapor pressure of (760-x) mm Hg at 37°C, where x is the vapor pressure of the second gas at 37°C. Methods for converting solid microbubble precursors with diameters about 100 µm to stabilized microbubbles surrounded by a surfactant. A system comprising two chambers for forming stabilized microbubbles from a solid precursor.	Issued

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Fox Reference	Client Code	Country Application No. [Patent No.]	Title	Date Filed Date Issued	Areas of Coverage	Status
No Matter #		Austria E 281 183	Stabilized Microbubble Compositions for Ultrasound/SCHUTT, ANDERSON, EVITTS KINNER, WEERS	1 August 1994	As above	Abandoned
No Matter #		Belgium 711179	Stabilized Microbubble Compositions for Ultrasound/SCHUTT, ANDERSON, EVITTS KINNER, WEERS	1 August 1994	As above	Abandoned
No Matter #		Switzerland 711179	Stabilized Microbubble Compositions for Ultrasound/SCHUTT, ANDERSON, EVITTS KINNER, WEERS	1 August 1994	As above	Abandoned
No Matter #		Germany 711179	Stabilized Microbubble Compositions for Ultrasound/SCHUTT, ANDERSON, EVITTS KINNER, WEERS	1 August 1994	As above	Issued
No Matter #		Denmark 711179	Stabilized Microbubble Compositions for Ultrasound/SCHUTT, ANDERSON, EVITTS KINNER, WEERS	1 August 1994	As above	Abandoned
No Matter #		Spain 711179	Stabilized Microbubble Compositions SCHUTT, ANDERSON, EVITTS KINNER, WEERS	1 August 1994 3 november 2004	As above	Issued
No Matter #		France 711179	Stabilized Microbubble Compositions for Ultrasound/SCHUTT, ANDERSON, EVITTS KINNER, WEERS	1 August 1994 3 November 2004	As above	Issued

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Fox Reference	Client Code	Country Application No. [Patent No.]	Title	Date Filed Date Issued	Areas of Coverage	Status
No Matter #		United Kingdom 711179	Stabilized Microbubble Compositions for Ultrasound/SCHUTT, ANDERSON, EVITTS KINNER, WEERS	1 August 1994 3 November 2004	As above	Issued
No Matter #		Greece 711179	Stabilized Microbubble Compositions for Ultrasound/SCHUTT, ANDERSON, EVITTS KINNER, WEERS	1 August 1994	As above	Abandoned
48175.00007		HongKong 5111582.6	Stabilized Microbubble Compositions for Ultrasound/SCHUTT, ANDERSON, EVITTS KINNER, WEERS	1 August 1994	As above	Pending
No Matter #		Ireland 711179	Stabilized Microbubble Compositions for Ultrasound/SCHUTT, ANDERSON, EVITTS KINNER, WEERS	1 August 1994	As above	Abandoned
No Matter #		Italy 711179	Stabilized Microbubble Compositions for Ultrasound/SCHUTT, ANDERSON, EVITTS KINNER, WEERS	1 August 1994 3 November 2004	As above	Issued
No Matter #		Luxembourg 711179	Stabilized Microbubble Compositions for Ultrasound/SCHUTT, ANDERSON, EVITTS KINNER, WEERS	1 August 1994	As above	Abandoned
No Matter #		Monaco 711179	Stabilized Microbubble Compositions for Ultrasound/SCHUTT, ANDERSON, EVITTS KINNER, WEERS	1 August 1994	As above	Abandoned

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Fox Reference	Client Code	Country Application No. [Patent No.]	Title	Date Filed Date Issued	Areas of Coverage	Status
No Matter #		Netherlands 711179	Stabilized Microbubble Compositions for Ultrasound/SCHUTT, ANDERSON, EVITTS KINNER, WEERS	1 August 1994	As above	Abandoned
No Matter #		Portugal 711179	Stabilized Microbubble Compositions for Ultrasound/SCHUTT, ANDERSON, EVITTS KINNER, WEERS	1 August 1994	As above	Abandoned
No Matter #		Sweden 711179	Stabilized Microbubble Compositions for Ultrasound/SCHUTT, ANDERSON, EVITTS KINNER, WEERS	1 August 1994	As above	Abandoned
48175.00010		Japan 8-526274	Stabilized Gas Emulsion Containing Phospholipid For Ultrasound Contrast Enhancement / TREVINO, SCHUTT, KLEIN, WEERS, KABALNOV, TARARA	15 February 1996	As above	Transferred
48175.00032		Japan 2005-77072 2005-263804	Stabilized Gas Emulsion Containing Phospholipid For Ultrasound Contrast Enhancement / TREVINO, SCHUTT, KLEIN, WEERS, KABALNOV, TARARA	17 March 2005	Claims directed to compositions for forming stabilized microbubbles, having a first gas, a second gas (not water vapor) surrounded by a membrane forming material. Gas molar ratios of 1:100 to 1,000:1, first gas has a vapor pressure (760 - x) mm Hg at 37°C, where x is the vapor pressure of the second gas at 37°C. Divisional of 8-526274	Transferred

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Fox Reference	Client Code	Country Application No. [Patent No.]	Title	Date Filed Date Issued	Areas of Coverage	Status
No Matter #		Korea, Republic of 10-1997-70595	Stabilized Gas Emulsion Containing Phospholipid For Ultrasound Contrast Enhancement / TREVINO, SCHUTT, KLEIN, WEERS, KABALNOV, TARARA	15 February 1996	As above European patent 711179	Abandoned
48175.00074		PCT PCT/US96/0192	Stabilized Gas Emulsion Containing Phospholipid For Ultrasound Contrast Enhancement / TREVINO, SCHUTT, KLEIN, WEERS, KABALNOV, TARARA	15 February 1996	As above.	Inactive
48175.00036	ALLIA.062QHK	Hong Kong 98114567.7	Stabilized Microbubble Compositions for Ultrasound/SCHUTT, ANDERSON, EVITTS KINNER, WEERS Corresponding to European Patent App. No. 96905475.8. Based on PCT/US96/01922.	22 December 1998	As above.	Granted
48175.00042	ALLIA.062QJP	Japan 506046/1995 3559849	Stabilized Microbubble Compositions for Ultrasound/SCHUTT, ANDERSON, EVITTS KINNER, WEERS	1 August 1994 04 June 2004	As Canadian application above.	Issued (Transferred)
48175.00017	ALLIA.062CP2	U.S. 08/395,680 5,798,091	Stabilized Gas Emulsion Containing Phospholipid For Ultrasound Contrast Enhancement / TREVINO, SCHUTT, KLEIN, WEERS, KABALNOV, TARARA CIP of 08/284,083.	28 February 1995 25 August 1998	Method, kit and composition claims directed to gas emulsions and solid gas emulsion-forming preparations incorporating dual surfactant systems. Method claims directed to ultrasound imaging using two surfactant systems as contrast enhancement agents.	Issued

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Fox Reference	Client Code	Country Application No. [Patent No.]	Title	Date Filed Date Issued	Areas of Coverage	Status
48175.00051	ALLIA.62CP2C	U.S. 09/013,357 6,280,705	Kits and Systems for Ultrasonic Imaging / TREVINO, SCHUTT, KLEIN, WEERS, KABALNOV, TARARA Cont of 08/395,680	26 January 1998 28 August 2001	System and kit claims directed to second generation contrast agents comprising microbubbles having a spherical shell, first and second surfactants. The first surfactant surrounds the gas osmotic agent.	Issued
48175.00012	ALLIA.62CP2C2	U.S. 09/941,395 7,141,235	Stabilized Gas Emulsion Containing Phospholipid For Ultrasound Contrast Enhancement/ TREVINO, SCHUTT, KLEIN, TARARA, WEERS, KABALNOV Cont of 09/018,352	28 August 2001 28 November 2006	Claims directed to system and kit towards second generation contrast agents comprising surfactant mixtures of phospholipids surrounding the microbubble with PFC and hexane gas osmotic agent.	Issued
48175.00052	ALLIA.062HAU	Australia 49221/96 731671	Stabilized Gas Emulsion Containing Phospholipid For Ultrasound Contrast Enhancement / TREVINO, SCHUTT, KLEIN, WEERS, KABALNOV, TARARA Based on PCT/US96/01922.	15 February 1996 19 July 2001	Claims are directed to microbubble preparations comprising two surfactants, methods of forming such preparations and methods of using the same. Microbubbles may be covered by a monolayer of first surfactant, second surfactant or combination of above.	Issued
48175.00027	ALLIA.062HCA	Canada 2212113	Stabilized Gas Emulsion Containing Phospholipid For Ultrasound Contrast Enhancement / TREVINO, SCHUTT, KLEIN, WEERS, KABALNOV, TARARA. Based on PCT/US96/01922.	15 February 1996 24 April 2007	Claims are directed to microbubble preparations comprising two surfactants, methods of forming such preparations and methods of using the same. Microbubbles are covered by a layer of first surfactant and second surfactant.	Issued

PATENT

REEL: 027027 FRAME: 0441

Fox Reference	Client Code	Country Application No. [Patent No.]	Title	Date Filed Date Issued	Areas of Coverage	Status
48175.00022	ALLIA.062HCN	China 96193406.9	Stabilized Gas Emulsion Containing Phospholipid For Ultrasound Contrast Enhancement / TREVINO, SCHUTT, KLEIN, WEERS, KABALNOV, TARARA. Based on PCT/US96/01922.	15 February 1996	Claims are directed to microbubble preparations comprising two surfactants, methods of forming such preparations and methods of using the same. Microbubbles are covered by a monolayer of first surfactant.	Pending
48175.00044	ALLIA.062HEP	Europe 96905475.8	Stabilized Gas Emulsion Containing Phospholipid For Ultrasound Contrast Enhancement / TREVINO, SCHUTT, KLEIN, WEERS, KABALNOV, TARARA. Based on PCT/US96/01922.	15 February 1996	As above.	Pending
48175.00015		Hong Kong 98105390.8	Stabilized Gas Emulsion Containing Phospholipid For Ultrasound Contrast Enhancement / TREVINO, SCHUTT, KLEIN, WEERS, KABALNOV, TARARA. Based on PCT/US96/01922.	15 February 1996	Claims are directed to microbubble preparations comprising two surfactants, methods of forming such preparations and methods of using the same.	Abandoned
48175.00041	ALLIA.062HMX	Mexico 976402	As above.	15 February 1996	As above.	Pending
48175.00058	ALLIA.080A	U.S. 08/314,074 5,540,909	Harmonic Ultrasound Imaging with Microbubbles/SCHUTT	28 September 1994 30 July 1996	Method claims directed to harmonic ultrasonic imaging comprising the use of microbubbles which radiate harmonic energy at a different frequency with greater efficiency than a free air bubble.	Issued

PATENT

Fox Reference	Client Code	Country Application No. [Patent No.]	Title	Date Filed Date Issued	Areas of Coverage	Status
No Matter #		Austria 95934531.5	Harmonic Ultrasound Imaging with Microbubbles/SCHUTT	26 September 1995	Claims directed towards a system for ultrasonic imaging with a receiver detecting frequencies other than the fundamental frequency emitted by transducer, microbubbles insonating ultrasonic energy at frequencies other than the fundamental frequency. The microbubbles have a spherical membrane, hydrocarbon or fluorocarbon gases present at 2% mole fraction with more than 10% mole/mole solubility in hexane and less than 1% wt/wt solubility in water at 37° C.	Abandoned
No Matter #		Belgium 730434	Harmonic Ultrasound Imaging with Microbubbles/SCHUTT	26 September 1995	As above.	Abandoned
No Matter #		Switzerland 95934531.5	Harmonic Ultrasound Imaging with Microbubbles/SCHUTT	26 September 1995	As above.	Abandoned
No Matter #		Denmark 730434	Harmonic Ultrasound Imaging with Microbubbles/SCHUTT	26 September 1995	As above.	Abandoned
No Matter #		Spain 730434	Harmonic Ultrasound Imaging with Microbubbles/SCHUTT	26 September 1995 7 December 2005	As above	Issued

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Fox Reference	Client Code	Country Application No. [Patent No.]	Title	Date Filed Date Issued	Areas of Coverage	Status
No Matter #		Finland 730434	Harmonic Ultrasound Imaging with Microbubbles/SCHUTT	26 September 1995	As above.	Abandoned
No Matter #		France 730434	Harmonic Ultrasound Imaging with Microbubbles/SCHUTT	26 September 1995 7 December 2005	As above	Issued
No Matter #		United Kingdom 730434	Harmonic Ultrasound Imaging with Microbubbles/SCHUTT	26 September 1995 7 December 2005	As above	Issued
No Matter #		Greece 730434	Harmonic Ultrasound Imaging with Microbubbles/SCHUTT	26 September 1995 7 December 2005	As above	Abandoned
No Matter #		Ireland 730434	Harmonic Ultrasound Imaging with Microbubbles/SCHUTT	26 September 1995	As above	Abandoned
No Matter #		Italy 730434	Harmonic Ultrasound Imaging with Microbubbles/SCHUTT	26 September 1995 7 December 2005	As above	Issued

PATENT

REEL: 027027 FRAME: 0444

Fox Reference	Client Code	Country Application No. [Patent No.]	Title	Date Filed Date Issued	Areas of Coverage	Status
48175.00025		Japan 2005-143292 2005-5306878	Harmonic Ultrasound Imaging with Microbubbles/SCHUTT	16 May 2005	Claims towards microbubbles comprising spherical membranes and hydrocarbons or fluocarbons gases having vapor pressure at 37°C over 23 torr, less than about 1% wt/wt solubility/miscibility in water, concentration in gas phase when detected greater than 2% mole fraction, and a concentration greater than 50% of its saturation concentration. Method claims directed to harmonic ultrasonic imaging comprising the use of microbubbles.	Transferred
No Matter #		Luxembourg 730434	Harmonic Ultrasound Imaging with Microbubbles/SCHUTT	26 September 1995	As UK 730434 above	Abandoned
No Matter #		Monaco 730434	Harmonic Ultrasound Imaging with Microbubbles/SCHUTT	26 September 1995	As above	Abandoned
No Matter #		Netherlands 730434	Harmonic Ultrasound Imaging with Microbubbles/SCHUTT	26 September 1995	As above	Abandoned
No Matter #		Portugal 730434	Harmonic Ultrasound Imaging with Microbubbles/SCHUTT	26 September 1995	As above	Abandoned

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Fox Reference	Client Code	Country Application No. [Patent No.]	Title	Date Filed Date Issued	Areas of Coverage	Status
No Matter #		Sweden 730434	Harmonic Ultrasound Imaging with Microbubbles/SCHUTT	26 September 1995	As above	Abandoned
48175.00002		U.S. 10/267,352	Harmonic Ultrasound Imaging with Microbubbles/SCHUTT	09 October 2002	Method claims directed to ultrasonically imaging and detecting at least one frequency other than the transmitted frequency.	Pending
48175.00059	ALLIA.080C1	U.S. 08/688,167 5,733,527	Improved Methods for Harmonic Imaging with Ultrasound/SCHUTT Cont of 08/314,074	29 July 1996 31 March 1998	Claims directed to specific gases and surfactant systems as well as use of various methods to form echogenic compositions for use in harmonic imaging. Specific claims to individual FC's.	Issued
48175.00060	ALLIA.080C2	U.S. 08/884,542 6,019,960	Systems for Harmonic Ultrasound Imaging/SCHUTT Cont of 08/314,074	27 June 1997 1 February 2000	Claims directed to systems for use in harmonic imaging comprising an apparatus capable of producing harmonic images and contrast agents providing enhanced harmonics upon insonation.	Issued
48175.00061	ALLIA.080C3	U.S. 09/092,351 6,056,943	Methods of Harmonic Imaging Using Phospholipid Stabilized Microbubbles/SCHUTT Cont of 08/314,074	5 June 1998 2 May 2000	Claims directed to systems and methods of harmonic imaging using ultrasound contrast agents comprising phospholipids.	Issued

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Fox Reference	Client Code	Country Application No. [Patent No.]	Title	Date Filed Date Issued	Areas of Coverage	Status
48175.00062	ALLIA.080C4	U.S. 09/092,354 6,036,644	Methods of Harmonic Imaging Using Multiple Frequencies /SCHUTT Cont of 08/314,074	5 June 1998 14 March 2000	Claims directed to systems and methods of harmonic imaging comprising the detection of more than one frequency other than the insonating frequency.	Issued
48175.00029	ALLIA.080VAU	Australia 36842/95 693608	Harmonic Ultrasound Imaging with Microbubbles/SCHUTT	26 September 1995 2 July 1998	Method claims directed to harmonic ultrasonic imaging comprising the use of microbubbles which radiate harmonic energy at a different frequency with greater efficiency than a free air bubble. Microbubbles have membranes and gases having vapor pressure at 37°C over 23 torr, less than about 1% wt./wt. solubility/miscibility in water, concentration in gas phase when detected greater than 2% mole fraction, and a concentration greater than 50% of its saturation concentration.	Allowed
48175.00076	ALLIA.080VCA	Canada 2176206	Harmonic Ultrasound Imaging with Microbubbles/SCHUTT	26 September 1995 23 November 1999	As above	Issued

Fox Reference	Client Code	Country Application No. [Patent No.]	Title	Date Filed Date Issued	Areas of Coverage	Status
48175.00071	ALLIA.080VEP	Europe 95934531.5 730434	Harmonic Ultrasound Imaging with Microbubbles/SCHUTT	26 September 1995 7 December 2005	Claims directed towards a system for ultrasonic imaging with a receiver detecting frequencies other than the fundamental frequency emitted by transducer, microbubbles insonating ultrasonic energy at frequencies other than the fundamental frequency. The microbubbles have a spherical membrane, hydrocarbon or fluorocarbon gases present at 2% mole fraction with more than 10% mole/mole solubility in hexane and less than 1% wt/wt solubility in water at 37° C.	Issued
48175.00073	ALLIA.080VDE	Germany 295 22 119.4 730434	Harmonic Ultrasound Imaging with Microbubbles/SCHUTT	26 September 1995 7 December 2005	As above.	Issued
48175.00009	ALLIA.080VIP	Japan 511948/1996	As above.	26 September 1995	As above.	Transferred
48175.00063	ALLIA.095A	U.S. 08/479,621 5,804,162	Gas Emulsions Stabilized with Fluorinated Ethers Having Low Ostwald Coefficients/KABALNOV, SCHUTT, WEERS	7 June 1995 8 September 1998	Method, kit and composition claims directed to gas emulsions and solid gas emulsion-forming preparations incorporating fluoroether compounds. Method claims directed to ultrasound imaging using fluoroether gas emulsions as contrast enhancement agents.	Issued

PATENT

Fox Reference	Client Code	Country Application No. [Patent No.]	Title	Date Filed Date Issued	Areas of Coverage	Status
No Matter #		Czech Republic PV3913/97 833669	Gas Emulsions Stabilized with Fluorinated Ethers Having Low Ostwald Coefficients / KABALNOV, SCHUTT, WEERS	5 June 1996	Claims towards gas emulsion for ultrasound contrast enhancement comprising microbubbles comprising fluoroethers. Claims towards microbubble precursors with voids and a surfactant layer around the microbubbles. Methods of forming microbubbles with gas mixtures surrounded by a layer of the surfactant in a container.	Abandoned
No Matter #		Germany 6962101.5 833669	Gas Emulsions Stabilized with Fluorinated Ethers Having Low Ostwald Coefficients / KABALNOV, SCHUTT, WEERS	5 June 1996 23 August 2006	As above.	Issued
No Matter #		France 1119824.9 1174153	Gas Emulsions Stabilized with Fluorinated Ethers Having Low Ostwald Coefficients / KABALNOV, SCHUTT, WEERS	5 June 1996 23 August 2006	Claims directed towards microbubble precursor compositions having spray dried microspheres having a surfactant, a fluoroether.	Issued
48175.00014		Germany 1119824.9 1174153	Gas Emulsions Stabilized with Fluorinated Ethers Having Low Ostwald Coefficients / KABALNOV, SCHUTT, WEERS	5 June 1996 23 August 2006	As above.	Issued

PATENT

Fox Reference	Client Code	Country Application No. [Patent No.]	Title	Date Filed Date Issued	Areas of Coverage	Status
No Matter #		Italy 1119824.9 1174153	Gas Emulsions Stabilized with Fluorinated Ethers Having Low Ostwald Coefficients / KABALNOV, SCHUTT, WEERS	5 June 1996 23 August 2006	As above.	Issued
No Matter #		Spain 1119824.9 1174153	Gas Emulsions Stabilized with Fluorinated Ethers Having Low Ostwald Coefficients / KABALNOV, SCHUTT, WEERS	5 June 1996 23 August 2006	As above.	Issued
No Matter #		United Kingdom 1119824.9 1174153	Gas Emulsions Stabilized with Fluorinated Ethers Having Low Ostwald Coefficients / KABALNOV, SCHUTT, WEERS	5 June 1996 23 August 2006	As above.	Issued
No Matter #		Spain 96918164.3 833669	Gas Emulsions Stabilized with Fluorinated Ethers Having Low Ostwald Coefficients / KABALNOV, SCHUTT, WEERS	5 June 1996 2 May 2002	Claims towards gas emulsion for ultrasound contrast enhancement comprising microbubbles incorporating fluoroethers. Claims towards microbubble precursors with voids and a surfactant layer around the microbubbles. Methods of forming microbubbles with gas mixtures surrounded by a layer of the surfactant in a container.	Issued

PATENT

Fox Reference	Client Code	Country Application No. [Patent No.]	Title	Date Filed Date Issued	Areas of Coverage	Status
No Matter #		France 833669	Gas Emulsions Stabilized with Fluorinated Ethers Having Low Ostwald Coefficients / KABALNOV, SCHUTT, WEERS	5 June 1996 2 May 2002	As above.	Issued
No Matter #		United Kingdom 833669	Gas Emulsions Stabilized with Fluorinated Ethers Having Low Ostwald Coefficients / KABALNOV, SCHUTT, WEERS	5 June 1996 2 May 2002	As above.	Issued
No Matter #		Italy 833669	Gas Emulsions Stabilized with Fluorinated Ethers Having Low Ostwald Coefficients / KABALNOV, SCHUTT, WEERS	5 June 1996 2 May 2002	As above.	Issued
48175,00064	ALLIA.095APC	U.S. 08,973,281 6,193,952	Stabilized Gas Emulsions Containing Phospholipid for Ultrasound Enhancement / KABALNOV, SCHUTT, WEERS PCT of US 96/09068	9 February 1998 27 February 2001	Method, kit and composition claims directed to gas emulsions and solid gas emulsion-forming preparations incorporating fluoroether and perfluoroether compounds. Method claims directed to ultrasound imaging using fluoroether gas emulsions as contrast enhancement agents.	Issued

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Fox Reference	Client Code	Country Application No. [Patent No.]	Title	Date Filed Date Issued	Areas of Coverage	Status
48175.00003		U.S. 10/256,316	Gas Emulsions Stabilized with Fluorinated Ethers Having Low Ostwald Coefficients / KABALNOV, SCHUTT, WEERS Cont of US 09/746,215	27 September 2002	Claims directed towards microbubbles comprising a spherical membrane and a second gas present in the microbubbles in a molar ratio 1:100 to 1000:1.	Abandoned
48175.00065		U.S. 10/444,424 6,802,813	Methods and Apparatus for Monitoring and Quantifying the Movement of Fluid / SHUTT Cont of US 09/966,016	23 May 2003 12 October 2004	Methods for monitoring and quantifying the movement of fluid in a target region by introducing an imaging agent, disrupting the imaging agent with ultrasonic energy, monitoring and quantifying the rate of accumulation and flow rate of the fluid in the target region. Determination of blood perfusion rate in an organ or tissue.	Issued
48175.00013		U.S. 10/962,958 7,081,092	Methods and Apparatus for Monitoring and Quantifying the Movement of Fluid / SHUTT Cont of 10/444/424	12 October 2004 25 July 2006	As above.	Issued
48175.00072	ALLIA.095QAU	Australia 60487/96 712946	Gas Emulsions Stabilized with Fluorinated Ethers Having Low Ostwald Coefficients/KABALNOV, SCHUTT, WEERS	5 June 1996 2 March 2000	Method, kit and composition claims directed to gas emulsions and solid gas emulsion-forming preparations incorporating fluoroether including perfluoropolyether compounds. Method claims directed to ultrasound imaging using fluoroether gas emulsions as contrast enhancement agents.	Abandoned

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Fox Reference	Client Code	Country Application No. [Patent No.]	Title	Date Filed Date Issued	Areas of Coverage	Status
48175.00026	ALLJA.095QCA	Canada 2222186	Gas Emulsions Stabilized with Fluorinated Ethers Having Low Ostwald Coefficients/KABALNOV, SCHUTT, WEERS	5 June 1996	As above.	Abandoned
48175.00024	ALLJA.095QEP	Europe 96918164.3 0833669	Gas Emulsions Stabilized with Fluorinated Ethers Having Low Ostwald Coefficients/KABALNOV, SCHUTT, WEERS	5 June 1996 2 May 2002	Claims towards gas emulsion for ultrasound contrast enhancement comprising microbubbles incorporating fluoroethers. Claims towards microbubble precursors with voids and a surfactant layer around the microbubbles. Methods of forming microbubbles with gas mixtures surrounded by a layer of the surfactant in a container.	Issued
48175.00020	ALLJA.095REP	Europe 01119824.9 1174153	Gas Emulsions Stabilized with Fluorinated Ethers Having Low Ostwald Coefficients / KABALNOV, SCHUTT, WEERS	16 August 2001 23 August 2006	Claims directed towards microbubble precursor compositions having spray dried microspheres having a surfactant, a fluoroether.	Issued
No Matter #	ALLJA.095QPL	Poland P323868 0833669	Gas Emulsions Stabilized with Fluorinated Ethers Having Low Ostwald Coefficients/KABALNOV, SCHUTT, WEERS	5 June 1996 2 May 2002	Claims towards gas emulsion for ultrasound contrast enhancement comprising microbubbles incorporating fluoroethers. Claims towards microbubble precursors with voids and a surfactant layer around the microbubbles. Methods of forming microbubbles with gas mixtures surrounded by a layer of the surfactant in a container.	Abandoned

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Fox Reference	Client Code	Country Application No. [Patent No.]	Title	Date Filed Date Issued	Areas of Coverage	Status
48175.00039	ALLIA.095QIL	Israel 122217 122217	As above.	5 June 1996 11 June 2002	As above	Abandoned
48175.00021	ALLIA.095QCN	China 96195879.0	As above.	5 June 1996	As above	Issued
48175.00019	ALLIA.095QKR	South Korea 709075/1997 401429	Gas Emulsions Stabilized with Fluorinated Ethers Having Low Ostwald Coefficients/KABALNOV, SCHUTT, WEERS	5 June 1996 30 September 2003	As above.	Abandoned

Fox Reference	Client Code	Country Application No. [Patent No.]	Title	Date Filed Date Issued	Areas of Coverage	Status
No Matter #	ALLIA.095QCZ	Czech Republic PV3913/97	As above.	5 June 1996	As above.	Abandoned
48175.00040	ALLIA.095QJP	Japan 1997	As above.	5 June 1996	As above.	Transferred

EXHIBIT B

Option Allocation

B. Jack DeFranco- 63,000 shares

Larry D. Grant- 63,000 shares

Alan Watson- 63,000 shares

Future Issuances-180,000 shares

EXHIBIT C

TARGESON, INC.

STOCK OPTION AWARD AGREEMENT

THIS STOCK OPTION AWARD AGREEMENT (this "Agreement") is made as of the ____ day of _____, by and between Targeson, Inc., a Delaware corporation (the "Company"), and _____ (the "Optionee").

W I T N E S S E T H:

WHEREAS, the Company, through its Board of Directors (the "Board"), desires to grant to the Optionee a non-qualified stock option to purchase shares of the Company's common stock, par value \$.001 per share (the "Common Stock").

NOW, THEREFORE, the parties hereto, intending to be legally bound, agree as follows:

1. Grant of Option and Conversion. Subject to the terms and conditions of this Agreement, the Company hereby grants to the Optionee the right and option to purchase from the Company all or part of an aggregate of [_____] shares of Common Stock (the "Option").

2. Tax Consequences. This Option is not intended to qualify as an Incentive Stock Option within the meaning of Section 422A of the Internal Revenue Code of 1986, as amended, but rather as a Non-Qualified Stock Option. Upon exercise, the difference between the fair market value of the Common Stock on the date of exercise and the option price may subject the Optionee to Federal and State income tax liability. Optionee should seek advice from his or her tax advisor.

3. Option Price and Time of Exercise. The per share exercise price at which the shares subject to Option may be purchased by Optionee shall be \$_____. The Optionee's right to exercise this Option shall vest upon the date of grant. The right to exercise this Option shall in all events expire at the close of business on the tenth anniversary date of this grant, unless such right expires and terminates sooner in accordance with this Agreement.

4. Method of Exercise and Payment for Shares. This Option shall be exercised by written notice directed to the Company at its principal office, specifying the number of shares to be acquired upon such exercise and indicating that the exercise is being paid for (i) in cash, which may be paid by check or other instrument acceptable to the Board, (ii) if applicable, by a commitment by a broker-dealer to pay to the Company that portion of any sale proceeds receivable by the Optionee upon the exercise of the Option and sale of underlying shares, or (iii) in any combination of the foregoing methods of payment.

5. Non transferability. This Option is not transferable by the Optionee except as otherwise provided in Paragraph 7 below, and during the Optionee's lifetime is exercisable only by the Optionee.

PATENT

REEL: 027027 FRAME: 0457

6. **Termination of Option.** This Option, to the extent it has not been previously exercised, shall terminate upon the earliest to occur of: (a) the expiration of the option period set forth in Section 3, above; (b) the expiration of ninety (90) days following the Optionee's termination of the engagement for any reason other than Cause; (c) immediately upon Optionee's termination of the engagement for Cause; or (d) the expiration of one (1) year following the Optionee's death.

7. **Adjustment.** If there shall be any change in the corporate capitalization of the Company, appropriate and equitable adjustments shall be made in the aggregate number and kind of shares or other securities subject to this Option and in the purchase price of this Option to reflect such change.

8. **Option Non-Assignable and Non-Transferable.** This Option and all rights hereunder shall be non-assignable and non-transferable other than by will or the laws of descent and distribution and shall be exercisable during the Optionee's lifetime only by the Optionee or the Optionee's guardian or legal representative.

9. **Limitation of Rights.**

(a) No Rights as an Employee. Nothing in this Agreement shall be deemed to: create or affect any engagement between the Optionee or Company or an Affiliate; prevent the Company or an Affiliate from terminating Optionee's engagement; give Optionee a right to be retained as a consultant by the Company or any Affiliate for any period of time; confer on any person any right to other compensation, remuneration or benefits (except to the extent expressly set forth in this Agreement).

(b) No Rights as a Stockholder. The Optionee shall have no rights as a stockholder with respect to the shares covered by this Option until the date the Optionee tenders full payment of the exercise price for the portion of the Option being exercised and the issuance of a stock certificate therefor, and no adjustment will be made for any dividends or other rights where the record date is prior to the date such certificate is issued.

10. **Stock Legend.** The Optionee hereby represents and warrants to the Company that upon exercise of any portion of the Option hereunder that the Optionee will be acquiring such shares for his or her own account, for investment and not with a view to, or for the sale in connection with, the distribution of any such shares. The Optionee hereby agrees that the following legend shall be endorsed upon the certificates evidencing the Optionee's shares issued pursuant to the exercise of this Option:

The shares evidenced by this certificate have not been registered under the Securities Act of 1933, as amended, or under state securities laws to the extent applicable. The shares may not be sold, offered for sale, or otherwise transferred in the absence of an effective registration statement under said Act (and any registration or qualification as may be required under such state laws) or an

opinion of counsel satisfactory to the Company and its counsel that
such registration or qualification is not required.

IN WITNESS WHEREOF, the Company has caused this Agreement to be signed by its
authorized signatory, and the Optionee has affixed his or her signature hereto on the date set forth
above.

_____, Optionee

Targeson, Inc.

By: _____

Name:

Title:

EXHIBIT D
Form of Notes

CONVERTIBLE PROMISSORY NOTE

\$993.00

February __, 2009

For value received, Targeson, Inc., a Delaware corporation (the "Company"), hereby absolutely and unconditionally promises to pay to the order of MRNA Fund II L.P., a Delaware limited partnership, or registered assigns (the "Payee"), the principal sum of \$993.00, together with interest thereon, in lawful money of the United States, all as hereinafter provided.

Section 1. Payment of Principal and Interest. The principal sum outstanding under this Note from time to time shall bear interest at a rate equal to ten percent (10%) per annum, payable annually on February __ of each year commencing on February __, 2010 until the Maturity Date (as defined below), at which time the entire outstanding principal amount and all accrued interest under this Note shall be due and payable in full. If the Maturity Date or any interest payment date is not a Business Day (as defined below), then such amount shall be due and payable on the Business Day next succeeding the original payment date and interest shall continue to accrue on such amount until paid. "Business Day" shall mean a day, other than a Saturday or Sunday, on which commercial banks in Illinois are open for the general transaction of business. "Maturity Date" shall mean the earliest to occur of: (i) February __, 2012; (ii) the consummation of a licensing or similar transaction related to the Company's intellectual property or new drug application which results in net proceeds to the Company of \$500,000.00 or more; or (iii) the occurrence of an Event of Default (as defined below).

Section 2. Interest Rate. The unpaid principal balance outstanding, from time to time, hereunder shall accrue interest at a rate equal to 10% per annum. Interest shall be compounded monthly and shall be computed on the basis of a 360-day year and a 30-day month. Notwithstanding any other provision of this Note, the Payee does not intend to charge and the Company shall not be required to pay any interest or other fees or charges in excess of the maximum permitted by applicable law; and any payments in excess of such maximum shall be refunded to the Company or credited to reduce principal hereunder.

Section 3. Place and Manner of Payment. Principal and interest shall be payable in lawful money of the United States of America, at 222 Berkley Street, Suite 1650 Boston, MA 02116 or at such other address as the Payee or any subsequent holder may designate from time to time to the Company in writing. If any day on which a payment is due pursuant to the terms of this Note is not a business day, such payment shall be due on the next business day following. Should all or any part of the indebtedness represented by this Note be collected by action at law, or in bankruptcy, insolvency, receivership or other court proceedings, or should this Note be placed in the hands of attorneys for collection after default, the Company hereby promises to pay to the Payee, upon demand by the Payee at any time, in addition to the outstanding principal balance of, accrued interest and all (if any) other amounts payable on or in respect of this Note, all court costs and reasonable attorneys' fees and other collection charges and expenses incurred or sustained by the Payee. All payments received by the Payee hereunder will be applied first to costs of collection and fees, if any, then to interest and the balance to principal.

Section 4. Conversion. From the date hereof until the Maturity Date, the Payee shall have the right, in its sole discretion, to convert all or any portion of the outstanding principal amount and accrued and unpaid interest then-outstanding hereunder (the "Conversion Right"), into such number of shares of the Company's common stock that shall be obtained by dividing the sum of the outstanding principal amount and all accrued and unpaid interest by an amount equal to 75% of the per share value of the Company's equity being issued as part of the Qualified Equity Financing (as defined herein) as established in the Qualified Equity Financing; provided, however, if a Qualified Equity Financing has not occurred on or before the date on which Payee gives notice of its intent to convert, the Payee shall have the right to convert the outstanding principal and accrued and unpaid interest at a conversion price equal to an amount equal to 75% of the fair value of the Company's common stock on the conversion date as determined in good faith by the Company's board of directors. A "Qualified Equity Financing" shall mean the issuance of equity securities or other capital stock or other securities of the Company with aggregate net proceeds to the Company of at least \$500,000 less the value of the securities converted by Payee prior to or in connection with the financing, if any. The Payee shall be entitled to exercise a Conversion Right upon at least 2 days' prior written notice to the Company. Within 7 days of the conversion date specified in such notice, the Company shall issue stock certificates to the Payee representing the aggregate number of shares of Common Stock due to the Payee as a result of such conversion. No fractional shares or scrip representing fractional shares shall be issued upon the conversion of this Note, and the price with respect to any such fractional shares shall be payable to the Payee in cash by the Company within ten (10) days after the date of any such conversion. The Company shall reserve sufficient authorized but unissued common stock to issue to the Payee should the Payee elect to exercise the Conversion Right.

Section 5. Event of Default; Acceleration of Maturity. Any one or more of the following events shall constitute an "Event of Default" (whatever the reason for such Event of Default and whether it shall be voluntary or involuntary or be effected by operation of law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body):

(a) Failure by the Company to make prompt payment when due, of any payment due on any of the obligations under this Note;

(b) If the Company shall make a general assignment for the benefit of creditors, or shall state in writing or by public announcement its inability to pay its debts as they become due, or shall file a petition in bankruptcy seeking relief as a debtor, or shall be adjudicated a bankrupt, or insolvent, or shall file a petition seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, or shall file an answer admitting or not contesting the material allegations of a petition against it in any such proceeding, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of the Company, or any material portion of its assets;

(c) If, within sixty (60) days after the commencement of any proceeding against the Company seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulations,

such proceeding shall not have been dismissed, or if, within sixty (60) days after the appointment, without the consent or acquiescence of the Company, of any trustee, receiver or liquidator of the Company or any material portions of its assets, such appointment shall not have been vacated;

(d) Entry against the Company of any judgment; or

(e) Any claim or action is brought against the Purchaser arising out of the transactions in this Note.

Section 6. No Waiver; Remedies Cumulative. No failure or delay in exercising any right or remedy hereunder operates as a waiver thereof. No single or partial exercise of any right or remedy hereunder precludes any other or further exercise of any right or remedy hereunder or thereunder. The exercise of any right or remedy hereunder does not preclude the simultaneous or later exercise of any other rights or remedies available at law or in equity. No amendment or waiver of any provision of this Note, nor consent to any departure by Company herefrom, shall in any event be effective unless the same shall be in writing and signed by Payee, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

Section 7. Governing Law. This Note, and all matters arising directly or indirectly herefrom, shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, notwithstanding the choice of law or conflicts of law principles thereof. This Note shall have the effect of a sealed instrument. Company and, by accepting this Note, the Payee hereby (a) irrevocably consent and submit to the sole exclusive jurisdiction of the state and federal courts located in the Commonwealth of Massachusetts in connection with any suit, action or other proceeding directly or indirectly arising out of or relating to this Note, and (b) irrevocably waive, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding which is brought in any such court has been brought in an inconvenient forum.

Section 8. Headings. All headings in this Agreement are for convenience of reference only and do not affect the meaning of any provision.

Section 9. Partial Invalidity. In the event any one or more of the provisions of this Note shall for any reason be held to be invalid, illegal or unenforceable, in whole or in part or in any respect, or in the event that any one or more of the provisions of this Note operate or would prospectively operate to invalidate this Note, then and in any such event, such provision(s) only shall be deemed null and void and shall not affect any other provision of this Note and the remaining provisions of this Note shall remain operative and in full force and effect and in no way shall be affected, prejudiced, or disturbed thereby. The Company will at all times in good faith assist, insofar as it is able, in the carrying out of all of the provisions of this Note in a reasonable manner and in the taking of all other action which may be necessary in order to protect and preserve the rights of the Payee set forth herein.

Section 10. Waivers. Company hereby expressly and irrevocably waives notice of acceptance, presentment, demand, notice of nonpayment, demand for payment, protest, notice of protest, notice of dishonor, suit and all other conditions precedent in connection with the delivery, acceptance, collection and/or enforcement of this Note or any collateral or security therefor.

Section 11. Successors and Assigns. This Note shall be binding on Company and its successors and assigns and shall inure to the benefit of Payee and its successors and assigns. The term "Payee" in this Note shall refer to the person originally holding this Note or to any other future holder of this Note.

Section 12. No Jury Trial. THE COMPANY HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHTS IT MAY NOW HAVE OR HEREAFTER HAVE TO A TRIAL BY JURY IN RESPECT TO ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS NOTE.

Section 13. Preferential Payment. The Company agrees that to the extent any payment is received by the Payee under this Note, and all or any part of such payment is subsequently invalidated, declared to be fraudulent or preferential, set aside or required to be repaid by the Payee or paid over to a trustee, receiver or any other entity, whether under any bankruptcy act or otherwise (any such payment is hereinafter referred to as a "Preferential Payment"), then this Note shall continue to be effective or shall be reinstated, as the case may be; and, to the extent of such payment or repayment by the Payee, the Company's liabilities under this Note or part thereof intended to be satisfied by such Preferential Payment shall be revived and continued in full force and effect as if said Preferential Payment had not been made.

Section 14. Reclassification, Etc. The Company shall give the Payee at least 10 days' advance written notice in case of (i) any reclassification, reorganization, change or conversion of securities of the class issuable upon conversion of the outstanding principal amount and accrued and unpaid interest then-outstanding hereunder (other than a change in par value, or from par value to no par value), or (ii) any consolidation of the Company with or into another entity (other than a merger or consolidation with another entity in which the Company is the surviving entity and that does not result in any reclassification or change of the class of securities issuable upon the conversion of the outstanding principal amount and accrued and unpaid interest then-outstanding hereunder) or any change of control, or (iii) any sale of all or substantially all the assets of the Company, so that the Payee shall have the right to exercise its Conversion Right in advance of such event or elect to receive, in lieu of the shares of common stock otherwise issuable upon the conversion of such outstanding principal amount and accrued and unpaid interest then-outstanding hereunder, the kind and amount of shares of stock and other securities, money and property receivable upon such reclassification, reorganization, change, merger, consolidation or conversion by a holder of the number of shares of common stock then issuable under this Note. Such new Note shall provide for adjustments that shall be as nearly equivalent as may be practicable to the adjustments provided for in this Section 14. The provisions of this Section 14 shall similarly attach to successive reclassifications, reorganizations, changes, mergers, consolidations, transfers or conversions.

Section 15. No Impairment. The Company will not, by amendment of its Certificate of Incorporation or bylaws or through any reorganization, recapitalization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms to be observed or performed hereunder by the Company, but will at all times in good faith assist in the carrying out of all the provisions of this Section 15 and in the taking of all such action as may be necessary or appropriate in order to protect the rights of the Payee against impairment.

Section 16. Consent. During the period that the obligations under this Note remain outstanding, the Company shall not issue any equity with a preference over the Company's common stock without the prior written consent of the Payee.

IN WITNESS WHEREOF, the Company has caused this Note to be duly executed and delivered as of the date first written above.

Targeson, Inc.

By: _____
Name:
Title:

CONVERTIBLE PROMISSORY NOTE

\$99,007.00

February __, 2009

For value received, Targeson, Inc., a Delaware corporation (the "Company"), hereby absolutely and unconditionally promises to pay to the order of Oxford BioScience Partners IV L.P., a Delaware limited partnership, or registered assigns (the "Payee"), the principal sum of \$99,007.00, together with interest thereon, in lawful money of the United States, all as hereinafter provided.

Section 1. Payment of Principal and Interest. The principal sum outstanding under this Note from time to time shall bear interest at a rate equal to ten percent (10%) per annum, payable annually on February __ of each year commencing on February __, 2010 until the Maturity Date (as defined below), at which time the entire outstanding principal amount and all accrued interest under this Note shall be due and payable in full. If the Maturity Date or any interest payment date is not a Business Day (as defined below), then such amount shall be due and payable on the Business Day next succeeding the original payment date and interest shall continue to accrue on such amount until paid. "Business Day" shall mean a day, other than a Saturday or Sunday, on which commercial banks in Illinois are open for the general transaction of business. "Maturity Date" shall mean the earliest to occur of: (i) February __, 2012; (ii) the consummation of a licensing or similar transaction related to the Company's intellectual property or new drug application which results in net proceeds to the Company of \$500,000.00 or more; or (iii) the occurrence of an Event of Default (as defined below).

Section 2. Interest Rate. The unpaid principal balance outstanding, from time to time, hereunder shall accrue interest at a rate equal to 10% per annum. Interest shall be compounded monthly and shall be computed on the basis of a 360-day year and a 30-day month. Notwithstanding any other provision of this Note, the Payee does not intend to charge and the Company shall not be required to pay any interest or other fees or charges in excess of the maximum permitted by applicable law; and any payments in excess of such maximum shall be refunded to the Company or credited to reduce principal hereunder.

Section 3. Place and Manner of Payment. Principal and interest shall be payable in lawful money of the United States of America, at 222 Berkley Street, Suite 1650 Boston, MA 02116 or at such other address as the Payee or any subsequent holder may designate from time to time to the Company in writing. If any day on which a payment is due pursuant to the terms of this Note is not a business day, such payment shall be due on the next business day following. Should all or any part of the indebtedness represented by this Note be collected by action at law, or in bankruptcy, insolvency, receivership or other court proceedings, or should this Note be placed in the hands of attorneys for collection after default, the Company hereby promises to pay to the Payee, upon demand by the Payee at any time, in addition to the outstanding principal balance of, accrued interest and all (if any) other amounts payable on or in respect of this Note, all court costs and reasonable attorneys' fees and other collection charges and expenses incurred or sustained by the Payee. All payments received by the Payee hereunder will be applied first to costs of collection and fees, if any, then to interest and the balance to principal.

Section 4. Conversion. From the date hereof until the Maturity Date, the Payee shall have the right, in its sole discretion, to convert all or any portion of the outstanding principal amount and accrued and unpaid interest then-outstanding hereunder (the "Conversion Right"), into such number of shares of the Company's common stock that shall be obtained by dividing the sum of the outstanding principal amount and all accrued and unpaid interest by an amount equal to 75% of the per share value of the Company's equity being issued as part of the Qualified Equity Financing (as defined herein) as established in the Qualified Equity Financing; provided, however, if a Qualified Equity Financing has not occurred on or before the date on which Payee gives notice of its intent to convert, the Payee shall have the right to convert the outstanding principal and accrued and unpaid interest at a conversion price equal to an amount equal to 75% of the fair value of the Company's common stock on the conversion date as determined in good faith by the Company's board of directors. A "Qualified Equity Financing" shall mean the issuance of equity securities or other capital stock or other securities of the Company with aggregate net proceeds to the Company of at least \$500,000 less the value of the securities converted by Payee prior to or in connection with the financing, if any. The Payee shall be entitled to exercise a Conversion Right upon at least 2 days' prior written notice to the Company.

Within 7 days of the conversion date specified in such notice, the Company shall issue stock certificates to the Payee representing the aggregate number of shares of Common Stock due to the Payee as a result of such conversion. No fractional shares or scrip representing fractional shares shall be issued upon the conversion of this Note, and the price with respect to any such fractional shares shall be payable to the Payee in cash by the Company within ten (10) days after the date of any such conversion. The Company shall reserve sufficient authorized but unissued common stock to issue to the Payee should the Payee elect to exercise the Conversion Right.

Section 5. Event of Default; Acceleration of Maturity. Any one or more of the following events shall constitute an "Event of Default" (whatever the reason for such Event of Default and whether it shall be voluntary or involuntary or be effected by operation of law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body):

(a) Failure by the Company to make prompt payment when due, of any payment due on any of the obligations under this Note;

(b) If the Company shall make a general assignment for the benefit of creditors, or shall state in writing or by public announcement its inability to pay its debts as they become due, or shall file a petition in bankruptcy seeking relief as a debtor, or shall be adjudicated a bankrupt, or insolvent, or shall file a petition seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, or shall file an answer admitting or not contesting the material allegations of a petition against it in any such proceeding, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of the Company, or any material portion of its assets;

(c) If, within sixty (60) days after the commencement of any proceeding against the Company seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulations,

such proceeding shall not have been dismissed, or if, within sixty (60) days after the appointment, without the consent or acquiescence of the Company, of any trustee, receiver or liquidator of the Company or any material portions of its assets, such appointment shall not have been vacated;

(d) Entry against the Company of any judgment; or

(e) Any claim or action is brought against the Purchaser arising out of the transactions in this Note.

Section 6. No Waiver; Remedies Cumulative. No failure or delay in exercising any right or remedy hereunder operates as a waiver thereof. No single or partial exercise of any right or remedy hereunder precludes any other or further exercise of any right or remedy hereunder or thereunder. The exercise of any right or remedy hereunder does not preclude the simultaneous or later exercise of any other rights or remedies available at law or in equity. No amendment or waiver of any provision of this Note, nor consent to any departure by Company herefrom, shall in any event be effective unless the same shall be in writing and signed by Payee, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

Section 7. Governing Law. This Note, and all matters arising directly or indirectly herefrom, shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, notwithstanding the choice of law or conflicts of law principles thereof. This Note shall have the effect of a sealed instrument. Company and, by accepting this Note, the Payee hereby (a) irrevocably consent and submit to the sole exclusive jurisdiction of the state and federal courts located in the Commonwealth of Massachusetts in connection with any suit, action or other proceeding directly or indirectly arising out of or relating to this Note, and (b) irrevocably waive, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding which is brought in any such court has been brought in an inconvenient forum.

Section 8. Headings. All headings in this Agreement are for convenience of reference only and do not affect the meaning of any provision.

Section 9. Partial Invalidity. In the event any one or more of the provisions of this Note shall for any reason be held to be invalid, illegal or unenforceable, in whole or in part or in any respect, or in the event that any one or more of the provisions of this Note operate or would prospectively operate to invalidate this Note, then and in any such event, such provision(s) only shall be deemed null and void and shall not affect any other provision of this Note and the remaining provisions of this Note shall remain operative and in full force and effect and in no way shall be affected, prejudiced, or disturbed thereby. The Company will at all times in good faith assist, insofar as it is able, in the carrying out of all of the provisions of this Note in a reasonable manner and in the taking of all other action which may be necessary in order to protect and preserve the rights of the Payee set forth herein.

Section 10. Waivers. Company hereby expressly and irrevocably waives notice of acceptance, presentment, demand, notice of nonpayment, demand for payment, protest, notice of protest, notice of dishonor, suit and all other conditions precedent in connection with the delivery, acceptance, collection and/or enforcement of this Note or any collateral or security therefor.

Section 11. Successors and Assigns. This Note shall be binding on Company and its successors and assigns and shall inure to the benefit of Payee and its successors and assigns. The term "Payee" in this Note shall refer to the person originally holding this Note or to any other future holder of this Note.

Section 12. No Jury Trial. THE COMPANY HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHTS IT MAY NOW HAVE OR HEREAFTER HAVE TO A TRIAL BY JURY IN RESPECT TO ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS NOTE.

Section 13. Preferential Payment. The Company agrees that to the extent any payment is received by the Payee under this Note, and all or any part of such payment is subsequently invalidated, declared to be fraudulent or preferential, set aside or required to be repaid by the Payee or paid over to a trustee, receiver or any other entity, whether under any bankruptcy act or otherwise (any such payment is hereinafter referred to as a "Preferential Payment"), then this Note shall continue to be effective or shall be reinstated, as the case may be; and, to the extent of such payment or repayment by the Payee, the Company's liabilities under this Note or part thereof intended to be satisfied by such Preferential Payment shall be revived and continued in full force and effect as if said Preferential Payment had not been made.

Section 14. Reclassification, Etc. The Company shall give the Payee at least 10 days' advance written notice in case of (i) any reclassification, reorganization, change or conversion of securities of the class issuable upon conversion of the outstanding principal amount and accrued and unpaid interest then-outstanding hereunder (other than a change in par value, or from par value to no par value), or (ii) any consolidation of the Company with or into another entity (other than a merger or consolidation with another entity in which the Company is the surviving entity and that does not result in any reclassification or change of the class of securities issuable upon the conversion of the outstanding principal amount and accrued and unpaid interest then-outstanding hereunder) or any change of control, or (iii) any sale of all or substantially all the assets of the Company, so that the Payee shall have the right to exercise its Conversion Right in advance of such event or elect to receive, in lieu of the shares of common stock otherwise issuable upon the conversion of such outstanding principal amount and accrued and unpaid interest then-outstanding hereunder, the kind and amount of shares of stock and other securities, money and property receivable upon such reclassification, reorganization, change, merger, consolidation or conversion by a holder of the number of shares of common stock then issuable under this Note. Such new Note shall provide for adjustments that shall be as nearly equivalent as may be practicable to the adjustments provided for in this Section 14. The provisions of this Section 14 shall similarly attach to successive reclassifications, reorganizations, changes, mergers, consolidations, transfers or conversions.

Section 15. No Impairment. The Company will not, by amendment of its Certificate of Incorporation or bylaws or through any reorganization, recapitalization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms to be observed or performed hereunder by the Company, but will at all times in good faith assist in the carrying out of all the provisions of this Section 15 and in the taking of all such action as may be necessary or appropriate in order to protect the rights of the Payee against impairment.

Section 16. Consent. During the period that the obligations under this Note remain outstanding, the Company shall not issue any equity with a preference over the Company's common stock without the prior written consent of the Payee.

IN WITNESS WHEREOF, the Company has caused this Note to be duly executed and delivered as of the date first written above.

Targeson, Inc.

By: _____

Name:

Title:

EXHIBIT E

Summary of Procedures Related to Seller's Creditors

First, identify the Seller's creditors, who are set forth on the attached Schedule 2.1.

Second, separate the Seller's creditors into one of the following five categories:

- (A) Small creditors (obligations of \$500 or less) who are sent a letter (form attached) and a check for 100% of their obligation with the following accord and satisfaction language on it: "In full satisfaction of all obligations owed to payee."
- (B) Creditors with obligations between \$501 and \$2,000 will receive the form letter and a check for 25% of their obligation (with the accord and satisfaction language).
- (C) Creditors with obligations of \$2,001 and above will receive a check for 3.0% of their claim and will be required to sign a release (in the attached form).

Certain inside creditors to be addressed on a case-by-case basis (i.e. Oxford to convert secured debt to equity, etc.).

Third, obtain releases from Oxford, MRNA, Mi3 and X-mark and file the releases with the Patent and Trademark Office.

Fourth, after resolving as many outstanding creditor claims as possible by approximately July 2009, IMCOR's board of directors shall make a determination, in its reasonable business judgment, as to the best means to discharge any remaining debt and whether any cash remains available to distribute to Purchaser, consistent with IMCOR's applicable duties to creditors.

The following is a description of the "talking points" to be used when discussing IMCOR's situation with its creditors prior to the closing of the transaction with Targeson:

1. We are trying to get IMCOR's debts cleaned up as much as possible. IMCOR is prepared to pay you \$___ for your claim of \$___ in exchange for confirmation that this will terminate all claims you may have against IMCOR. IMCOR may contest the debt and it intends to work out the best deals for itself that it can with its creditors. We are starting with creditors who are owed between a few hundred dollars up to \$50,000.

2. As of January 1, 2009 we had approximately \$165,000 budgeted to pay creditors. Once IMCOR settles with its creditors, this cash will be gone and IMCOR will be left with only its patents (related to Imagent) and a related NDA plus a small amount of funds to maintain and defend the patents and to pay related administrative expenses. In addition, IMCOR has a \$99,007 debt to Oxford Bioscience Partners IV L.P. and a \$993 debt to MRNA Fund II L.P., two of its venture capital backers, which will either be converted to equity or assumed in a transaction involving the transfer of IMCOR's intellectual property assets.

3. IMCOR has not been able to sell or license its patents or the related NDA for several years. IMCOR has had confidential discussions about selling its assets to a private company in exchange for unregistered stock, which would not be liquid. IMCOR has been involved in these discussions for over a year. Such a transaction would definitely not yield cash to IMCOR at closing. There is a possibility that IMCOR may receive some additional cash after the closing, but we cannot give any assurances about the likelihood, timing or amount of any additional cash. Under current market and economic conditions, the chances that IMCOR would have additional cash to pay creditors may be very remote.

4. IMCOR does not know what its future holds. Its options include bankruptcy if it cannot reach satisfactory deals with creditors, which will probably mean less money available overall for creditors. This is why we think a cash settlement with creditors makes sense now.

Schedule 1.1

There are outstanding tax liens in the State of South Carolina of approximately \$38,500.

There is an outstanding judgment lien from a former landlord in Pennsylvania in the amount of approximately \$229,500.

Schedule 2.1(i)

Attached.