

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
SD PHARMACEUTICALS, INC.	11/03/2009
RECEIVING PARTY DATA	
Name:	ADVENTRX PHARMACEUTICALS, INC.
Street Address:	12390 El Camino Real
Internal Address:	Suite 150
City:	San Diego
State/Country:	CALIFORNIA
Postal Code:	92130
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13212140
CORRESPONDENCE DATA	
Fax Number:	(415)576-0300
Phone:	4155760200
Email:	jcotham@kilpatricktownsend.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	Joseph R. Snyder
Address Line 1:	Two Embarcadero Center
Address Line 2:	Eighth Floor
Address Line 4:	San Francisco, CALIFORNIA 94111
ATTORNEY DOCKET NUMBER:	88861-001420US-808755
NAME OF SUBMITTER:	Joseph R. Snyder
Total Attachments: 3 source=Assign-SD-Adventrx#page1.tif source=Assign-SD-Adventrx#page2.tif source=Assign-SD-Adventrx#page3.tif	

OP \$40.00 13212140

ASSIGNMENT

This assignment ("Assignment") is made by **SD PHARMACEUTICALS, INC.** of 7402 Cadencia Street, Carlsbad, California ("Assignor") to **ADVENTRX PHARMACEUTICALS, INC.** having a place of business at 6725 Mesa Ridge Road, Suite 100, San Diego, California ("Assignee").

Recitals

A. United States Non-Provisional Application No. **10/889,226** was filed in the United States Patent and Trademark Office on **July 12, 2004**, for a new and useful invention entitled, **COMPOSITIONS FOR DELIVERING HIGHLY WATER SOLUBLE DRUGS**.

B. The parties desire to have a recordable instrument assigning from the Assignors to the Assignee the entire rights, title and interest in and to the invention, the application and all Letters Patent in the United States and throughout the world that may be granted or issued for the invention or that derive a right of priority from the application (including, without limitation, all divisional, continuation, continuation-in-part and continued prosecution applications thereof, and all reissues and reexaminations thereof, and all foreign counterparts thereof) (collectively, the "Invention Patents").

Agreement

NOW, THEREFORE, in accordance with the obligations to assign the Invention Patents and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor agrees to the foregoing and as follows:

1. Assignor does and will sell, assign and transfer to Assignee, Assignor's entire rights, title, and interest in and to each of the Invention Patents, including, without limitation, the rights to file foreign applications directly in the name of the Assignee and to claim for any such foreign applications any priority rights to which such applications are entitled under international conventions, treaties, or otherwise.

2. Assignor agrees that, upon request and without further compensation, but at no expense to such Assignor, Assignor and such Assignor's legal representatives and assigns will do all lawful acts, including the execution of papers and the giving of testimony, that may be necessary or desirable for obtaining, sustaining, reissuing, or enforcing each of the Invention Patents in the United States and throughout the world, and for perfecting, recording, or maintaining the title of Assignee, and Assignee's successors and assigns, in and to each of the Invention Patents in the United States and throughout the world. In the event that Assignee is unable for any reason to secure any of the Assignor's signatures to any document that may be necessary or desirable for obtaining, sustaining, reissuing, or enforcing each of the Invention Patents in the United States and throughout the world, or for perfecting, recording, or maintaining the title of Assignee, and Assignee's successors and assigns, in and to each of the Invention Patents in the United States and throughout the world, Assignor hereby irrevocably designates and appoints Assignee and Assignee's duly authorized officers and agents as Assignor's agents and attorneys-in-fact to act for and on such Assignor's behalf and instead of Assignor to execute such document, all with the same legal force and effect as if executed by Assignor.

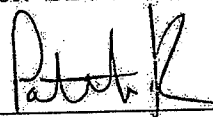
3. Assignor represents and warrants that Assignor has not granted and will not grant to others either (1) any rights, title or interest in and to any of the Invention Patents, or (2) any rights inconsistent with the rights granted herein.

4. Assignor authorizes and requests the Commissioner for Patents of the United States and the various counterparts thereof throughout the world to issue and/or grant any Letters Patent granted for each of the Invention Patents to Assignee, its successors and assigns, as the assignee of the entire interest in such Invention Patents.

5. This Assignment constitutes the entire agreement with respect to its subject matter and supersedes all prior or contemporaneous oral or written agreements concerning such subject matter. No waiver, amendment, or modification of this Assignment shall be effective against the Assignee, unless in writing executed by a duly authorized representative of the Assignee. A breach of any of the promises or agreements contained herein will result in irreparable and continuing damage to Assignee for which there will be no adequate remedy at law, and Assignee shall be entitled to injunctive relief and/or a decree of specific performance, and such other relief as may be proper.

Date: November 3, 2009

Assignor: SD PHARMACEUTICALS, INC.

By: 
(Signature)

Name: Patrick Keran
(Printed)

Title: Corporate Secretary