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07-05-2000

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TO THE ASSISTANT COMMISSIONER FOR

ial documents or copy thereof.

101395209

1. Name of conveying party:

IMPERIAL BANK

2. Name and address of receiving party:

Name: Alliance Pharmaceutical Corp.  
Internal Address: Legal Department  
Street Address: 3040 Science Park Road  
City: San Diego State: CA ZIP: 92121

Additional name(s) of conveying party(ies) attached?

( ) Yes (X) No

Additional name(s) of receiving party(ies) attached?

( ) Yes (X) No

6-5-00

3. Nature of conveyance:

- ( ) Assignment
- ( ) Merger
- (X) Release of Security Interest
- ( ) Change of Name
- ( ) Other:

Execution Date: (If multiple assignors, list execution dates in numerical order corresponding to numbers indicated in 1 above)

May 11, 2000

4. Application number(s) or Registration number(s):

( ) Application(s) filed herewith Execution Date(s):

(X) Trademark Application No.'s:

75/291,067

75/507,920

75/304,266

( ) Trademark Registration No.:

Additional numbers attached? ( ) Yes (X) No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: John Wurst, Patent Counsel  
Alliance Pharmaceutical Corp.  
Internal Address: Legal Department  
Street Address: 3040 Science Park Road.  
City: San Diego State: CA ZIP: 92121  
Tel: (858) 410 - 5174  
Fax: (858) 410 - 5343

9. Total fee (37 CFR 3.41): \$120.00

(X) Check Enclosed

(X) Authorized to be charged to deposit account if any additional fees are required, or to credit any overpayment

10. Deposit account number: 01-1008

Please charge this account for any additional fees, which may be required, or credit any overpayment to this account.

6. Total number of applications and registrations involved: 3

7. Date document was executed: May 11, 2000

8. Number of pages of release of security interest document: 9

11. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct, and any attached copy is a true copy of the original document

John Wurst, Patent Counsel and Assistant Secretary  
Alliance Pharmaceutical Corp.

6/1/2000  
Date

Total number of pages including cover sheet, attachments and document: 10

Mail documents to be recorded with required cover sheet information to:

Assistant Commissioner for Patents and Trademarks  
Box Assignments  
Washington, D.C. 20231

07/05/2000 DMGUYEN 00000091 75291067

01 FC:481 40.00 OP  
02 FC:482 50.00 OP

07/05/2000 DMGUYEN 0015598900  
Name/Number: 75291067 \$30.00 CR  
Ref: 011006  
FC: 704

alc  
[Signature]

**FIRST AMENDMENT  
TO INTELLECTUAL PROPERTY SECURITY AGREEMENT**

THIS FIRST AMENDMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Amendment"), dated May 11, 2000, is entered into by and between **Imperial Bank**, a California banking corporation ("Secured Party") and **Alliance Pharmaceutical Corp.**, a New York Corporation ("Borrower").

RECITALS

WHEREAS, in order to secure its indebtedness to Secured Party, Borrower entered into that certain Intellectual Property Security Agreement, dated May 17, 1999 (the "Agreement") pursuant to which Borrower has granted a security interest in and to the Intellectual Property Collateral in favor of Secured Party;

WHEREAS, Secured Party has agreed to release certain Intellectual Property Collateral from the Agreement; and

WHEREAS, the parties desire to amend the Agreement to release certain Intellectual Property Collateral therefrom as set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the parties agree as follows:

1. The definition of "Intellectual Property Collateral" contained in Section 2 of the Agreement hereby is amended by adding the following new paragraph its entirety immediately following the existing final paragraph thereof as follows:

Anything contained in the forgoing to the contrary notwithstanding, the word "Intellectual Property Collateral" shall exclude all now owned or hereafter acquired general intangibles consisting of Copyrights, Licenses, Patents, Trademarks, Trade Secrets and any related files and records covering or relating to any aspect of (i) all injectable perfluorochemical emulsions capable of transporting oxygen in therapeutic effective amounts in the bloodstream for all medical uses, including therapeutic and diagnostic, which have been or are evaluated, developed and/or acquired by Borrower; or (ii) Borrower's product called *Oxygent*<sup>TM</sup>, including, without limitation, those certain patents and trademarks listed on Exhibit "B" attached hereto and made a part hereof by this reference.

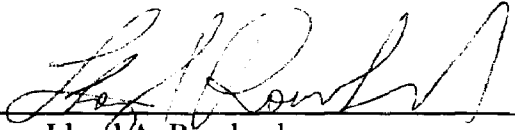
2. Secured Party agrees to execute a UCC release, appropriate releases to be filed in the U.S. Patent and Trademark Office and any other releases reasonably necessary to evidence the agreements contained herein.
3. Unless otherwise defined, all initially capitalized terms in this Amendment shall be as defined in the Agreement. The Agreement, as amended hereby, shall be and remain in full force and effect in accordance with its respective terms and hereby is ratified and confirmed in all respects. Except as expressly set forth herein, the execution, delivery, and performance of this Amendment shall not operate as a waiver of, or as an amendment of, any right, power, or remedy of Lender under the Agreement, as in effect prior to the date hereof. Grantor ratifies and reaffirms the continuing effectiveness of all promissory notes, guaranties, security agreements, mortgages, deeds of trust, environmental agreements, and all other instruments, documents and agreements entered into in connection with the Agreement.

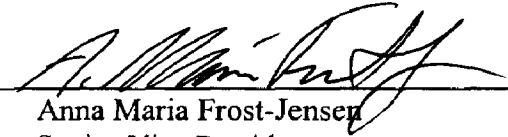
4. Grantor represents and warrants that the Representations and Warranties contained in the Agreement are true and correct as of the date of this Amendment, and that no Event of Default has occurred and is continuing.
5. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives, all intending to be legally bound hereby.

ALLIANCE PHARMACEUTICAL CORP.

IMPERIAL BANK

By:   
Lloyd A. Rowland  
Vice President and General Counsel

By:   
Anna Maria Frost-Jensen  
Senior Vice President

**OXYGENT™****Patents and Patent Applications to  
Eliminate From "Intellectual Property Collateral"**

<i>Country</i>	<i>Application No. /Patent No.</i>
U.S.	818690 <b>4,865,836</b>
Australia	67516/87 <b>599068</b>
Canada	527,330 <b>1,279,011</b>
South Africa	<b>87/0252</b>
Norway	870130 <b>173214</b>
Japan	005201/1987 <b>1943385</b>
Europe	87300248.9 <b>0 231 070</b>
Hong Kong	98 112354.8 <b>HK1011504</b>
Ireland	92/87 <b>81097</b>
U.S.	387,947 <b>5,080,885</b>
U.S.	100,664 <b>5,393,513</b>
U.S.	82,846 <b>4,987,154</b>
Australia	20514/88 <b>608880</b>
Canada	574,015 <b>1,316,820</b>
Europe	<b>88307233.2</b> <b>0 307 087</b>
Japan	63-194669 <b>1842180</b>
South Africa	<b>88/5796</b>
Ireland	2416/88 <b>64245</b>
Norway	883456 <b>179162</b>

<i>Country</i>	<i>Application No. /Patent No.</i>
U.S.	07/417,796 <b>5,284,645</b>
Australia	65496/90 <b>648757</b>
Canada	2066046-5
Europe	90915673.9
Japan	514542/1990
U.S.	08/138,485 <b>5,847,009</b>
U.S.	09/206,805
U.S.	140,543 <b>4,927,623</b>
U.S.	501,594 <b>5,077,036</b>
Australia	39894/89 <b>647372</b>
Canada	604,768 <b>1,333,877</b>
Canada	604,770 <b>1,335,714</b>
Canada	604,769 <b>1,338,854</b>
Europe	89908794.4 <b>0 480 925</b>
Japan	508218/1989 <b>3,002,486</b>
U.S.	234,193 <b>4,951,673</b>
U.S.	551,884 <b>4,993,415</b>
Australia	42102/89 <b>635899</b>
Europe	89910283.4 <b>0 429 539</b>
Canada	608,813 <b>1,338,617</b>
France	86 11084 <b>2,602,774</b>
U.S.	78,626 <b>4,985,550</b>

<i>Country</i>	<i>Application No. /Patent No.</i>
<b>Australia</b>	76194/87 <b>608761</b>
<b>Europe</b>	87401769.2 <b>0 255 443</b>
<b>New Zealand</b>	<b>221232</b>
<b>Portugal</b>	<b>85 425</b>
<b>Canada</b>	543,291 <b>1,315,778</b>
<b>Ireland</b>	2045/87 <b>61102</b>
<b>Japan</b>	62-191498 <b>2,110,228</b>
<b>Norway</b>	<b>169542</b>
<b>Denmark</b>	3926/87
<b>U.S.</b>	149,008 <b>5,344,930</b>
<b>Australia</b>	60377/90 <b>639008</b>
<b>Europe</b>	90910640.3 <b>0 478 686</b>
<b>Canada</b>	2059288-5
<b>Japan</b>	510269/1990 <b>2,849,471</b>
<b>Japan</b>	57-157101 <b>1,797,479</b>
<b>Japan</b>	58-32829 <b>1,695,620</b>
<b>Japan</b>	23580/84 <b>1,777,893</b>
<b>Japan</b>	326474 <b>1,760,438</b>
<b>France</b>	90.10206 <b>2,665,705</b>
<b>U.S.</b>	238,970 <b>5,527,962</b>
<b>Europe</b>	91914689.4 <b>0 548 096</b>
<b>Australia</b>	83947/91 <b>647176</b>
<b>Canada</b>	2088923

<i>Country</i>	<i>Application No. /Patent No.</i>
<b>Japan</b>	514197/1991
<b>U.S.</b>	465,412 <b>5,703,126</b>
<b>U.S.</b>	08/483,289 <b>5,847,206</b>
<b>U.S.</b>	09/087,437
<b>U.S.</b>	09/344,850
<b>France</b>	91.09026 <b>2,679,150</b>
<b>U.S.</b>	08/483,946
<b>Australia</b>	22778/92 <b>669117</b>
<b>Europe</b>	92915182.7 <b>0 594 707</b>
<b>Canada</b>	2113542
<b>Japan</b>	502576/1993
<b>U.S.</b>	07/967,700 <b>5,628,930</b>
<b>U.S.</b>	08/854,547 <b>5,914,352</b>
<b>U.S.</b>	09/263,924
<b>Australia</b>	55878/94 <b>678418</b>
<b>Canada</b>	2146757
<b>Europe</b>	94901211.6 <b>0 666 736</b>
<b>Hong Kong</b>	Unknown. Related to U.S. 5,914,352 patent family.
<b>Japan</b>	65-11273
<b>U.S.</b>	843,518 <b>5,344,393</b>
<b>U.S.</b>	08/253,414 <b>5,451,205</b>
<b>Australia</b>	39150/93 <b>660257</b>
<b>Canada</b>	2117528
<b>Europe</b>	93908272.3 <b>0 627 913</b>

<i>Country</i>	<i>Application No. /Patent No.</i>
<b>Hong Kong</b>	98 111273.8 <b>HK1010448</b>
<b>Japan</b>	521057/1994
<b>France</b>	91.06798 <b>2,677,360</b>
<b>U.S.</b>	07/893,227 <b>5,846,516</b>
<b>U.S.</b>	467,467 <b>5,679,459</b>
<b>U.S.</b>	32,333 <b>5,635,538</b>
<b>Australia</b>	63566/94 <b>679052</b>
<b>Australia</b>	38359/97 <b>710142</b>
<b>Canada</b>	2156922
<b>Europe</b>	94910799.9 <b>0 689 422</b>
<b>Japan</b>	521057/1994
<b>U.S.</b>	08/484,166 <b>5,865,784</b>
<b>U.S.</b>	09/099,731 <b>6,007,774</b>
<b>Australia</b>	62713/96
<b>Canada</b>	2222066
<b>Europe</b>	96921501.1
<b>Japan</b>	502135/1997
<b>Hungary</b>	40915/97
<b>Israel</b>	122239
<b>New Zealand</b>	311393
<b>South Africa</b>	<b>96/4656</b>
<b>China</b>	96195920.7
<b>Norway</b>	975318
<b>South Korea</b>	708835/1991
<b>Poland</b>	P323937
<b>U.S.</b>	08/501,976 <b>5,726,209</b>
<b>U.S.</b>	09/038,633
<b>Australia</b>	61615/96



<i>Country</i>	<i>Application No. /Patent No.</i>
<b>Canada</b>	2221965
<b>Japan</b>	501847/1997
<b>Europe</b>	96919220.2
<b>Hungary</b>	40912/97
<b>Israel</b>	122261
<b>Mexico</b>	979695
<b>New Zealand</b>	310760
<b>Norway</b>	975322
<b>China</b>	96195948.7
<b>South Korea</b>	709067/1997
<b>Poland</b>	P323821
<b>U.S.</b>	96,298 <b>4,742,050</b>
<b>U.S.</b>	143,320 <b>4,889,525</b>
<b>U.S.</b>	910,521 <b>4,769,241</b>
<b>U.S.</b>	63,344 <b>4,919,895</b>
<b>Canada</b>	547,501 <b>1,288,045</b>
<b>Europe</b>	87308354.7 <b>0 265 082</b>
<b>U.S.</b>	732,841 <b>4,815,446</b>
<b>Canada</b>	508,693 <b>1,281,656</b>
<b>Europe</b>	86303277.7 <b>0 201 275</b>
<b>Japan</b>	61-12207 <b>2,681,147</b>
<b>U.S.</b>	321,755 <b>5,061,484</b>
<b>U.S.</b>	85,920 <b>5,374,243</b>
<b>U.S.</b>	341,444 <b>5,073,383</b>
<b>U.S.</b>	189,509 <b>4,289,499</b>

<i>Country</i>	<i>Application No. /Patent No.</i>
U.S.	358,559 <b>4,402,984</b>
U.S.	360,039 <b>4,461,717</b>
U.S.	331,713 <b>4,975,468</b>
Europe	90303497.3 <b>0 391 637</b>
Japan	0876367/1990
U.S.	60/063,502
PCT	US98/22491

**OXYGENT™**  
*Trademarks and Trademark Applications to  
Eliminate From "Intellectual Property Collateral"*

<i>Trademark</i>	<i>Country</i>	<i>Application No. / Registration No.</i>	<i>Registered</i>
OXYGENT	France	<b>1,563,969</b>	X
OXYGENT	Germany	<b>1,189,789</b>	X
OXYGENT	Israel	<b>74448</b>	X
OXYGENT	Japan	<b>2,436,378</b>	X
OXYGENT	United States		
AUGMENTED ANH	United States	75/291,067	
AUGMENTED ANH	United States	75/507,920	
AUGMENTED ANH	European CTM	1,028,026	
AANH	United States	75/304,266	