

13288 FORM PTO-1594
(Rev 10/02)
OMB No. 0651-0027 (exp 6/30/2005)
M&G 13288 6/26/03/64/65/66-[US-0]

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks, Please record the attached original documents or copy thereof

1. Name of conveying party(ies):
InnoRx, Inc.

Individuals
 General Partnership
 Corporation-State of Delaware
 Other: _____

Association
 Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):
Surmodics, Inc.
9924 West 74th Street
Eden Prairie, Minnesota 55344

3. Nature of conveyance:
 Assignment
 Security Agreement
 Other: _____

Merger
 Change of Name

Execution Date: January 18, 2005

Individual(s) citizenship
 General Partnership
 Corporation-State of Minnesota
 Other: _____

Association
 Limited Partnership

Additional name(s) & address(es) attached? Yes No

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

A. Trademark Application No.(s)/ Mark(s) **See Attached Schedule**

B. Trademark Reg. No.(s)/Mark(s) **See Attached Schedule**

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: **Scott W. Johnston**
Address: **MERCHANT & GOULD P.C.**
P.O. Box 2910
Minneapolis, MN 55402-0910


6. Total number of applications and trademarks involved: **5**

7. Total fee (37 CFR 3.41): **\$140.00**
 Enclosed
 Authorized to be charged to deposit account

8. Please charge any additional fees or credit any overpayments to our Deposit account number: **13-2725**

DO NOT USE THIS SPACE

9. Signature:
Scott W. Johnston
Name of Person Signing


Signature

July 29, 2005
Date

Total number of pages including cover sheet, attachments, and document: **26**

Do not detach this portion

Mail documents to be recorded with required cover sheet information to
Commissioner of Patent & Trademarks, Box Assignments
Director of the United States Patent and Trademark Office
Washington, D.C. 20231

CH \$140.00 132725 76126511

SCHEDULE

Mark	Appln. No. / Reg. No.	M&G Docket No.
GENEVITE	76/126,511	13288.63US01
EYSENSE	76/159,325	13288.64US01
VITAGEN	76/126,512	13288.65US01
INNORX	2,628,611	13288.62US01
OCCUGEN	76/126,513	13288.66US01

AGREEMENT OF MERGER

DATED JANUARY 18, 2005

AMONG

SURMODICS, INC.,

SIRX, INC.,

INNORX, INC.,

THE STOCKHOLDERS OF INNORX, INC.

AND

DR. EUGENE DE JUAN, JR.,

AS STOCKHOLDERS' REPRESENTATIVE

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AGREEMENT OF MERGER

THIS AGREEMENT OF MERGER, dated as of January __, 2005 (this "Agreement"), is entered into by and among SurModics, Inc., a Minnesota corporation ("SurModics"), SIRx, Inc., a Delaware corporation and a wholly-owned subsidiary of SurModics ("Merger Sub"), InnoRx, Inc., a Delaware corporation ("InnoRx"), all of the stockholders of InnoRx other than SurModics (the "Stockholders") and Dr. Eugene de Juan, Jr., as Stockholders' Representative (the "Stockholders' Representative").

RECITALS

WHEREAS, the Boards of Directors of SurModics, Merger Sub and InnoRx have determined, subject to the satisfaction of certain conditions precedent, that it is advisable and in the best interests of each corporation and their respective stockholders that SurModics and InnoRx combine in order to advance the long-term business interests of SurModics and InnoRx;

WHEREAS, the combination of SurModics and InnoRx will be effected by the terms of this Agreement through a transaction in which Merger Sub will merge with and into InnoRx, and the Stockholders will become stockholders of SurModics (the "Merger") and where InnoRx, as the surviving corporation of the Merger, shall shortly after the Merger merge with and into SurModics (the "Second Merger" and, together with the Merger and other transactions contemplated by this Agreement, the "Contemplated Transactions");

WHEREAS, the Merger and Second Merger are together intended to qualify as a reorganization under the provisions of Section 368(a) of the Internal Revenue Code of 1986, as amended (the "Code"); and

WHEREAS, the Closing (defined below) shall not occur unless and until, among other events, all of the Stockholders have signed this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants and agreements set forth below, the parties agree as follows:

ARTICLE I THE MERGER

1.1 Closing. Subject to, and in accordance with, the terms and conditions of this Agreement, the closing of the Merger (the "Closing") will take place at the offices of Fredrikson & Byron, P.A., 200 South Sixth Street, Suite 4000, Minneapolis, Minnesota, at 10:00 a.m., local time, on the date of signing of this Agreement by the last party to sign, or at such other time and place as SurModics, Merger Sub and InnoRx may agree (the "Closing Date").

1.2 Effective Time of the Merger. Subject to the provisions of this Agreement, on the Closing Date, InnoRx and Merger Sub shall duly execute and deliver for filing a Certificate of Merger in a mutually acceptable form as required by the relevant provisions of the Delaware General Corporation Law ("DGCL") with the Secretary of State of the State of Delaware. The Merger shall become effective upon the due and valid filing and acceptance of the Certificate of Merger with and by the Secretary of State of the State of Delaware, or at such time thereafter as is provided in Certificate of Merger (the "Effective Time").

1.3 Effects of the Merger.

- (a) At the Effective Time: (i) the separate existence of Merger Sub shall cease and Merger Sub shall be merged with and into InnoRx (Merger Sub and InnoRx are sometimes referred to herein as the "Constituent Corporations" and InnoRx following consummation of the Merger is sometimes referred to herein as the "Surviving Corporation"), (ii) the Certificate of Incorporation of InnoRx shall be the Certificate of Incorporation of the Surviving Corporation and (iii) the Bylaws of InnoRx as in effect immediately prior to the Effective Time shall be the Bylaws of the Surviving Corporation.
- (b) At the Effective Time, the effect of the Merger shall be as provided in the applicable provisions of the DGCL. Without limiting the generality of the foregoing, at and after the Effective Time, the Surviving Corporation shall possess all the rights, privileges, powers and franchises of a public as well as of a private nature, and be subject to all the restrictions, disabilities and duties of each of the Constituent Corporations.

1.4 Directors and Officers. The directors of Merger Sub immediately prior to the Effective Time shall be the initial directors of the Surviving Corporation, each to hold office in accordance with the Certificate of Incorporation and Bylaws of the Surviving Corporation, and the officers of Merger Sub immediately prior to the Effective Time shall be the initial officers of the Surviving Corporation, in each case until their respective successors are duly elected or appointed.

1.5 Second Merger. As soon as practicable after the Effective Time, SurModics hereby covenants and agrees that it shall adopt and shall cause the Surviving Corporation to adopt an agreement and plan of merger and reorganization pursuant to which the Surviving Corporation shall be merged with and into SurModics, with SurModics being the surviving entity of such merger. Upon the effectiveness of the Second Merger, all of the property, rights, privileges, powers and franchises of the Surviving Corporation (including, but not limited to, the net operating losses of InnoRx) will vest in SurModics and all debts, liabilities, obligations, restrictions, disabilities and duties of the Surviving Corporation will become the debts, liabilities, obligations, restrictions, disabilities and duties of SurModics. It is intended that, absent a change in facts or law subsequent to the date hereof, the Second Merger shall occur and that the Merger and the Second Merger together qualify as a reorganization under the provisions of Section 368(a) of the Code, and that this Agreement constitute a "plan of reorganization" within the meaning of section 1.368-2(g) of the regulations promulgated under the Code.

ARTICLE II. CONVERSION OF SECURITIES

2.1 Conversion of Capital Stock. At the Effective Time, by virtue of the Merger and without any action on the part of the holder of any securities of InnoRx or Common Stock, \$0.01 par value, of Merger Sub:

- (a) Conversion of Merger Sub. Each issued and outstanding share of the Common Stock of Merger Sub shall remain outstanding but as one share of the Common Stock, \$0.01 par value, of the Surviving Corporation.
- (b) Cancellation of SurModics-Owned and InnoRx-Owned Stock. All shares of Common Stock, \$0.001 par value, of InnoRx ("InnoRx Common Stock") and all shares of InnoRx Series A Convertible Preferred Stock ("Series A Stock") that are owned by SurModics, Merger Sub, InnoRx or any other direct or indirect wholly-owned Subsidiary (as defined below) of SurModics, Merger Sub or InnoRx shall be canceled and retired and shall cease to exist. No Merger Consideration (defined in Section 2.1(d) below) shall be delivered in exchange for any shares of

processed by InnoRx or any other Person for whose conduct it is responsible, or from which Hazardous Materials have been transported, treated, stored, handled, transferred, disposed, recycled, or received. "Environmental Law" shall mean any legal requirement that requires or relates to:

- (a) advising appropriate authorities, employees, and the public of intended or actual releases of pollutants or hazardous substances or materials, violations of discharge limits, or other prohibitions and of the commencements of activities, such as resource extraction or construction, that could have significant impact on the environment;
- (b) preventing or reducing to acceptable levels the release of pollutants or hazardous substances or materials into the Environment;
- (c) reducing the quantities, preventing the release, or minimizing the hazardous characteristics of wastes that are generated;
- (d) assuring that products are designed, formulated, packaged, and used so that they do not present unreasonable risks to human health or the environment when used or disposed of;
- (e) cleaning up pollutants that have been released, preventing the threat of release, or paying the costs of such clean up or prevention; or
- (f) making responsible parties pay private parties, or groups of them, for damages done to their health or the environment, or permitting self-appointed representatives of the public interest to recover for injuries done to public assets. "Hazardous Materials" shall mean any waste or other substance that is listed, defined, designated, or classified as, or otherwise determined to be, hazardous, radioactive, or toxic or a pollutant or a contaminant under or pursuant to any Environmental Law, including any admixture or solution thereof, and specifically including petroleum and all derivatives thereof or synthetic substitutes therefore and asbestos or asbestos-containing materials.

3.17 Employees and Consultants. To InnoRx's knowledge, no employee, director, agent or consultant of InnoRx is a party to, or is otherwise bound by, any agreement or arrangement, including any confidentiality, noncompetition, or proprietary rights agreement (collectively, "Proprietary Rights Agreement"), between such employee, director, agent or consultant and any other Person that in any way adversely affects or will adversely affect (i) the performance of his duties as an employee, director, agent or consultant of InnoRx, or (ii) the ability of InnoRx to conduct its business, including any Proprietary Rights Agreement between InnoRx and any such employee, director, agent or consultant. Section 3.17 of the InnoRx Disclosure Schedule contains a complete and accurate list of the name, title, current salary or compensation rate of each director, officer, employee or consultant of InnoRx together with a summary of the bonuses, additional compensation and other benefits, if any, paid or payable to such persons as of the date hereof or in the future. There are no persons who have been offered employment or consulting with InnoRx except as indicated in Section 3.17 of the InnoRx Disclosure Schedule and the material terms of any such offer of employment or consulting are set forth in such Section.

3.18 Intellectual Property.

- (a) Intellectual Property Assets – The term "Intellectual Property Assets" means:
 - (i) all actual and fictional business names, trading names, registered and unregistered trademarks, service marks, and applications owned, used, or licensed by InnoRx as licensee or licensor (collectively, "Marks");

(ii) all patents, patent applications, and inventions and discoveries that may be patentable owned, used, or licensed by InnoRx as licensee or licensor (collectively, "Patents");

(iii) all copyrights in both published works and unpublished works owned, used, or licensed by InnoRx as licensee or licensor (collectively, "Copyrights"); and

(iv) all know-how, trade secrets, confidential information, software, technical information, data, process technology, plans, drawings, and blue prints owned, used, or licensed by InnoRx as licensee or licensor (collectively, "Trade Secrets").

All of the above Intellectual Property Assets are subject to the Contracts set forth in Section 3.18(b) of the InnoRx Disclosure Schedule.

(b) Agreements – Section 3.18(b) of the InnoRx Disclosure Schedule contains a complete and accurate list of all Contracts relating to the Intellectual Property Assets to which InnoRx is a party or by which InnoRx is bound as licensee or licensor and a complete and accurate list of payment amounts due now or in the future from InnoRx under such Contracts, including any currently outstanding amounts not yet due. There are no outstanding and, to InnoRx's and the Stockholders' knowledge, no threatened disputes or disagreements with respect to any such Contract.

(c) Know-How Necessary for the Business.

(i) To the knowledge of InnoRx, the Intellectual Property Assets are all those necessary for the operation of InnoRx's businesses as they are currently conducted and as currently proposed to be conducted and for the manufacture, marketing, distribution, use or sale of any current or proposed product or service of InnoRx. InnoRx is the owner of all right, title, and interest in and to each of the Intellectual Property Assets, free and clear of all liens, security interests, charges, encumbrances, equities, and other adverse claims, and has the right to use without payment to a third party all of the Intellectual Property Assets, except as set forth in Section 3.18(b) of the InnoRx Disclosure Schedule. To the knowledge of InnoRx, neither the use of the Intellectual Property Assets by InnoRx in the present or proposed conduct of its business nor the manufacture, marketing, distribution, use or sale of any current or proposed product or service of InnoRx infringes on the intellectual property rights of any person.

(ii) Except as set forth in Section 3.18(c) of the InnoRx Disclosure Schedule, all former and current employees and consultants of InnoRx have executed written Contracts with InnoRx that assign to InnoRx all rights to any inventions, improvements, discoveries, or information relating to the business of InnoRx. To the knowledge of InnoRx, no employee of InnoRx has entered into any Contract that restricts or limits in any way the scope or type of work in which the employee may be engaged or requires the employee to transfer, assign, or disclose information concerning his work to anyone other than InnoRx.

(d) Patents.

(i) Section 3.18(d) of the InnoRx Disclosure Schedule contains a complete and accurate list and summary description of all Patents (including all issued patents, patent applications, provisional or otherwise, and invention disclosures), which description also indicates which are owned by InnoRx and which are licensed to InnoRx.

(ii) To InnoRx's knowledge, all of the issued Patents are currently in compliance with formal legal requirements (including payment of filing, examination, and maintenance fees and proofs of working or use), to InnoRx's knowledge, are valid and enforceable, and are not subject to any maintenance fees or taxes or actions falling due within ninety days after the Closing Date.

(iii) No Patent has been or is now involved in any interference, reissue, reexamination, or opposition proceeding. Except as set forth in Section 3.18(d) of the InnoRx Disclosure Schedule, to InnoRx's knowledge, there is no potentially interfering patent or patent application of any third party. To InnoRx's knowledge, no Patent is infringed or has been challenged or threatened in any way.

(e) Trademarks.

(i) Section 3.18(e) of the InnoRx Disclosure Schedule contains a complete and accurate list and summary description of all Marks, including but not limited to the name "InnoRx."

(ii) To InnoRx's Knowledge, all Marks that have been registered with the United States Patent and Trademark Office are currently in compliance with all formal legal requirements (including the timely post-registration filing of affidavits of use and incontestability and renewal applications), to InnoRx's knowledge, are valid and enforceable, and are not subject to any maintenance fees or taxes or actions falling due within ninety (90) days after the Closing Date.

(iii) No Mark has been or is now involved in any opposition, invalidation, or cancellation and, to InnoRx's knowledge, no such action is threatened with the respect to any of the Marks. To InnoRx's knowledge, there is no potentially interfering trademark or trademark application of any third party. To InnoRx's knowledge, no Mark is infringed or has been challenged or threatened in any way.

(f) Copyrights.

(i) Section 3.18(f) of the InnoRx Disclosure Schedule contains a complete and accurate list and summary description of all registered Copyrights.

(ii) To InnoRx's knowledge, all such registered Copyrights are currently in compliance with formal legal requirements, to InnoRx's knowledge, are valid and enforceable, and are not subject to any maintenance fees or taxes or actions falling due within ninety days after the Closing Date. To InnoRx's knowledge, no Copyright is infringed or has been challenged or threatened in any way.

(g) Trade Secrets.

(i) With respect to each significant Trade Secret, the documentation relating to such Trade Secret is current, accurate, and sufficient in detail and content to identify and explain it and to allow its full and proper use without reliance on the knowledge or memory of any individual, and a brief description of each such significant Trade Secret is set forth in Section 3.18(g) of the InnoRx Disclosure Schedule. To InnoRx's knowledge, InnoRx has taken all reasonable precautions to protect the secrecy, confidentiality, and value of its Trade Secrets.

IN WITNESS WHEREOF, the parties have duly caused this Agreement to be executed as of the date first set forth above.

SURMODICS, INC.

By: Bruce Baum

Its: President

SIRX, INC.

By: Bruce Baum

Its: President

INNORX, INC.

By: _____
K.W. Michael Chambers
President and Chief Executive Officer

STOCKHOLDERS' REPRESENTATIVE

Dr. Eugene de Juan, Jr.

STOCKHOLDERS:

Dr. Eugene de Juan, Jr.

THE JOHNS HOPKINS UNIVERSITY

By: _____

Its: _____

**ELENA VAUGHAN DE JUAN
2000 IRREVOCABLE TRUST**

By: _____
Elizabeth Robison de Juan
Its: Trustee

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SIRX, INC.

By: _____

By: _____

Its: _____

Its: _____

INNORX, INC.

STOCKHOLDERS' REPRESENTATIVE

By: _____

Dr. Eugene de Juan, Jr.

K. W. Michael Chambers
President and Chief Executive Officer

STOCKHOLDERS:

Dr. Eugene de Juan, Jr.

THE JOHNS HOPKINS UNIVERSITY

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Its: _____

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INNORX, INC.

STOCKHOLDERS' REPRESENTATIVE

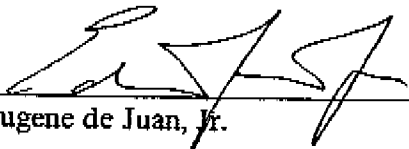
By: _____



Dr. Eugene de Juan, Jr.

K.W. Michael Chambers
President and Chief Executive Officer

STOCKHOLDERS:



Dr. Eugene de Juan, Jr.

THE JOHNS HOPKINS UNIVERSITY

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Its: _____

Its: _____

INNORX, INC.

STOCKHOLDERS' REPRESENTATIVE

By: _____

K. W. Michael Chambers
President and Chief Executive Officer

Dr. Eugene de Juan, Jr.

STOCKHOLDERS:

Dr. Eugene de Juan, Jr.

THE JOHNS HOPKINS UNIVERSITY

By: R. Kh. Bork *m*

Its: Director

**ELENA VAUGHAN DE JUAN
2000 IRREVOCABLE TRUST**

By: _____

Elizabeth Robison de Juan

Its: Trustee

IN WITNESS WHEREOF, the parties have duly caused this Agreement to be executed as of the date first set forth above.

SURMODICS, INC.

SIRX, INC.

By: _____

By: _____

Its: _____

Its: _____

INNORX, INC.

STOCKHOLDERS' REPRESENTATIVE

By: _____

K. W. Michael Chambers
President and Chief Executive Officer

Dr. Eugene de Juan, Jr.

STOCKHOLDERS:

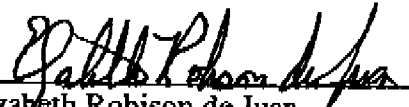
Dr. Eugene de Juan, Jr.

THE JOHNS HOPKINS UNIVERSITY

By: _____

Its: _____

**ELENA VAUGHAN DE JUAN
2000 IRREVOCABLE TRUST**

By: 
Elizabeth Robison de Juan
Its: Trustee

**ELIZABETH ANNA DE JUAN
2000 IRREVOCABLE TRUST**

By: *Elizabeth Robison de Juan*
Elizabeth Robison de Juan
Its: Trustee

**EUGENE DE JUAN, III
2000 IRREVOCABLE TRUST**

By: _____
Elizabeth Robison de Juan
Its: Trustee

**EMILY ROSE DE JUAN
2000 IRREVOCABLE TRUST**

By: _____
Elizabeth Robison de Juan
Its: Trustee

Elizabeth Robison de Juan

**NANCY CARMEN OPPENHEIMER
2000 IRREVOCABLE TRUST**

By: _____
Nancy Carmen de Juan Oppenheimer
Its: Trustee

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2000 IRREVOCABLE TRUST**

By: _____
Nancy Carmen de Juan Oppenheimer
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By: _____
Elizabeth Robison de Juan
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**EMILY ROSE DE JUAN
2000 IRREVOCABLE TRUST**

By: _____
Elizabeth Robison de Juan
Its: Trustee



Elizabeth Robison de Juan

**NANCY CARMEN OPPENHEIMER
2000 IRREVOCABLE TRUST**

By: _____
Nancy Carmen de Juan Oppenheimer
Its: Trustee

**ELIZABETH ANNA DE JUAN
2000 IRREVOCABLE TRUST**

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Elizabeth Robison de Juan
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**EUGENE DE JUAN, III
2000 IRREVOCABLE TRUST**

By: _____
Elizabeth Robison de Juan
Its: Trustee

**EMILY ROSE DE JUAN
2000 IRREVOCABLE TRUST**

By: _____
Elizabeth Robison de Juan
Its: Trustee

Elizabeth Robison de Juan

**NANCY CARMEN OPPENHEIMER
2000 IRREVOCABLE TRUST**

By: *Nancy Carmen de Juan Oppenheimer*
Nancy Carmen de Juan Oppenheimer
Its: Trustee

**JAMES HARRIS OPPENHEIMER
2000 IRREVOCABLE TRUST**

By: *Nancy Carmen de Juan Oppenheimer*
Nancy Carmen de Juan Oppenheimer
Its: Trustee

**RICHARD CANDLER DE JUAN
2000 IRREVOCABLE TRUST**

By: _____
M. Richard de Juan
Its: Trustee

Rosemary de Juan Chambers

**ANA CARMEN CHAMBERS
1996 IRREVOCABLE TRUST**

By: _____
Rosemary de Juan Chambers
Its: Trustee

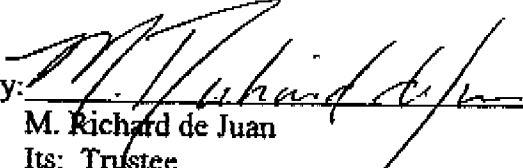
**SARAH CAMILLE CHAMBERS
1996 IRREVOCABLE TRUST**

By: _____
Rosemary de Juan Chambers
Its: Trustee

**JAMES HARRIS OPPENHEIMER
2000 IRREVOCABLE TRUST**

By: _____
Nancy Carmen de Juan Oppenheimer
Its: Trustee

**RICHARD CANDLER DE JUAN
2000 IRREVOCABLE TRUST**

By:  _____
M. Richard de Juan
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Rosemary de Juan Chambers

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Rosemary de Juan Chambers
Its: Trustee

**SARAH CAMILLE CHAMBERS
1996 IRREVOCABLE TRUST**

By: _____
Rosemary de Juan Chambers
Its: Trustee

**JAMES HARRIS OPPENHEIMER
2000 IRREVOCABLE TRUST**

By: _____
Nancy Carmen de Juan Oppenheimer
Its: Trustee

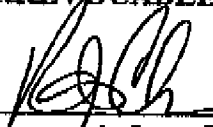
**RICHARD CANDLER DE JUAN
2000 IRREVOCABLE TRUST**

By: _____
M. Richard de Juan
Its: Trustee

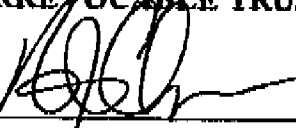


Rosemary de Juan Chambers

**ANA CARMEN CHAMBERS
1996 IRREVOCABLE TRUST**

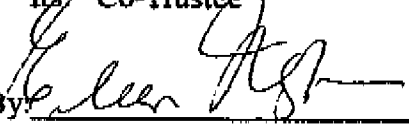
By:  _____
Rosemary de Juan Chambers
Its: Trustee

**SARAH CAMILLE CHAMBERS
1996 IRREVOCABLE TRUST**

By:  _____
Rosemary de Juan Chambers
Its: Trustee

**OTTO J. SEMROW DECLARATION
OF TRUST**

By: 
Carol McCarthy
Its: Co-Trustee

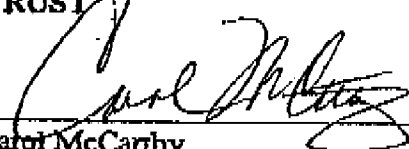
By: 
Eileen Nash
Its: Co-Trustee

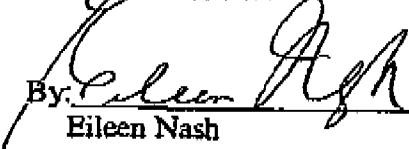
By: _____
Sherwin Leff, Esq.
Its: Co-Trustee

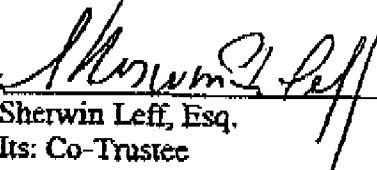
K.W. Michael Chambers

#3034998\19

**OTTO J. SEMROW DECLARATION
OF TRUST**

By: 
Carol McCarthy
Its: Co-Trustee

By: 
Eileen Nash
Its: Co-Trustee

By: 
Sherwin Leff, Esq.
Its: Co-Trustee

K.W. Michael Chambers

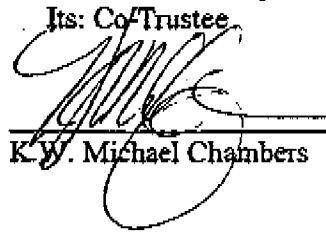
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**OTTO J. SEMROW DECLARATION
OF TRUST**

By: _____
Carol McCarthy
Its: Co-Trustee

By: _____
Eileen Nash
Its: Co-Trustee

By: _____
Sherwin Leff, Esq.
Its: Co-Trustee



K.W. Michael Chambers

#3034998\19

actions by patent authorities of whatever nature or jurisdiction based upon or related or deriving from this original filing.

3. **Patent application entitled: TREATMENT MEDIUM DELIVERY DEVICE AND METHODS FOR DELIVERY OF SUCH TREATMENT MEDIUMS FOR THE EYE USING SUCH A DELIVERY DEVICE** and all continuations, divisions, and reissues or any corresponding foreign patent applications and any patents, patents of addition, or other equivalent foreign patent rights issuing, granted or registered thereon.

E&A ref. 60848-P

U.S. provisional application no. 585,287 filed July 2, 2004 - Lazar is the Inventor

Section 3.18(e):

The following is a list and summary description of all trademarks:

- Trademark for Genevite (U.S. Serial No. 76-126,511, May 29, 2001) – abandoned – statement of use was defective.
- Trademark for Eyesense (U.S. Serial No. 76-159,325, June 11, 2002) – a request for the 4th extension of time to file a statement of use has been granted.
- Trademark for Vitagen (U.S. Serial No. 76-126,512, September 12, 2000) – abandoned – a petition to revive has been filed.
- Trademark for InnoRx (U.S. Serial No. 2,628,611, October 1, 2002) – registered.
- Trademark for Occugen (U.S. Serial No. 76-126,513, September 12, 2000) – abandoned on February 10, 2003.

Section 3.18(f):

The following is a list and summary description of all registered copyrights:

None.

Section 3.18(g):

The following is a list and summary description of all trade secrets:

See the license agreements listed in Section 3.18(b) above.

Other Information:

Allergan, Inc. is a joint assignee of the Patent Rights set forth in the Retinoic Acid License Agreement between InnoRx and The John Hopkins University, and is therefore immune to infringement of the Patent Rights as defined therein.