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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office Client/Matter: 459351/0001

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

1. Name of conveying party(ies):

Alliance Pharmaceutical Corp.

- Individual(s) Association General Partnership Limited Partnership Corporation-State NY Other

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

2. Name and address of receiving party(ies)

Name: BROWN SIMPSON PARTNERS I, LTD.

Internal Address: 21st Floor

Street Address: 152 West 57th Street

City: Old Greenwich State: CT Zip: 06870

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Cayman Islands Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: September 30, 2002

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

A. Trademark Application No.(s)

76/426,064

B. Trademark Registration No.(s)

2,010,189

Additional number(s) attached Yes No

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

Name: James F. Dobrow

Internal Address: Stroock & Stroock & Lavan LLP

Street Address: 180 Maiden Lane

City: New York State: NY Zip: 10038

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41) \$ 65.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

19-4709

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.

James F. Dobrow

Name of Person Signing

Signature

October 10, 2002

Date

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

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

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TRADEMARK REEL: 002598 FRAME: 0245

10/16/2002 DBYRNE 00000152 194709 76426064

01 FC:0521 02 FC:0522

40.00 CH 25.00 CH

TRADEMARK RECORDATION FORM COVER SHEET

Continuation of Item 2. Name and address of receiving party(ies):

SDS MERCHANT FUND, L.P.
Second Floor
53 Forest Avenue
Old Greenwich, CT 06870

Limited Partnership--Delaware

CASTLE CREEK HEALTHCARE INVESTORS, LLC
c/o Castle Creek Partners, LLC
111 West Jackson Boulevard, Suite 2020
Chicago, IL 60604

Limited Liability Company--Delaware

CCL Fund, LLC
c/o Castle Creek LifeScience Partners, LLC
111 West Jackson Boulevard, Suite 2020
Chicago, IL 60604

Limited Liability Company--Delaware

CC LifeScience, Ltd.
c/o Castle Creek LifeScience Partners, LLC
111 West Jackson Boulevard, Suite 2020
Chicago, IL 60604

Corporation--Cayman Islands

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated this 4th day of October 2002, made by Alliance Pharmaceutical Corp., a New York corporation, (the "Grantor") to the parties signatory hereto (collectively, the "Secured Parties").

W I T N E S S E T H:

The Grantor and the Secured Parties are entering into a Convertible Secured Note Purchase Agreement, dated as of the date hereof (the "Convertible Secured Note Purchase Agreement"), with the initial closing taking place on the date hereof and subsequent closings taking place at a later date;

WHEREAS, pursuant to the Convertible Secured Note Purchase Agreement the Secured Parties may purchase up to \$3,000,000 in aggregate principal amount of the Grantor's Convertible Secured Promissory Notes (the "Notes");

WHEREAS, the Grantor has agreed to grant to the Secured Parties a security interest in certain of its property and assets relating to the Products, junior in priority only to the Prior Liens to secure the performance of the obligations of the Grantor under the Convertible Secured Note Purchase Agreement and the Notes;

WHEREAS, the Grantor is contemporaneously entering into a Debenture Imagent Security Agreement with the Secured Parties, a Debenture Imagent and Oxygent Patent and Trademark Security Agreement with the Secured Parties (the "Patent and Trademark Security Agreement"), and a General Collateral Security Agreement with the Secured Parties; and

WHEREAS, Grantor and the Secured Parties by this instrument seek to confirm and make a record of the grant of a security interest in the trademarks relating to the Products.

NOW, THEREFORE, in consideration of the premises set forth above the Grantor hereby agrees with the Secured Parties as follows:

Section 1. **Defined Terms**. Unless otherwise defined herein, terms used herein shall have the meaning given to them in the Patent and Trademark Security Agreement.

Section 2. **Grant of Security Interest in Trademark Collateral**. As collateral security for the prompt and complete payment and performance when due of the Obligations, the Grantor hereby grants to the Secured Parties a continuing security interest junior in priority only to the Prior Liens in all of the following property now owned by the Grantor, and/or in which the Grantor has, or hereafter at any time during the term of the Patent and Trademark Security Agreement acquires, an unrestricted right, title or interest:

- (a) all Product Trademarks and Product Trademark Applications, including those listed on Schedule A hereto;
- (b) all License Rights relating to Product Trademarks;

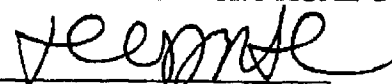
(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each License Right relating to the Product Trademarks;

(d) and all Accounts (as defined in the Code), contract rights and General Intangibles arising under or relating to all License Rights relating to the Product Trademarks and to the extent not otherwise included, all products and proceeds of any and all of the foregoing.

Section 3. **Security Agreement.** The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Secured Parties pursuant to the Patent and Trademark Security Agreement, and Grantor hereby acknowledges and confirms that the rights and remedies of Secured Parties with respect to the security interests in the Product Trademarks, Product Trademark Applications and License Rights relating to the Product Trademarks granted hereby are more fully set forth in the Patent and Trademark Security Agreement, the terms and provisions of which are incorporated herein by reference.

IN WITNESS WHEREOF, the parties signatory hereto have caused this Patent Security Agreement to be duly executed and delivered as of the date first above written.

ALLIANCE PHARMACEUTICAL CORP.

By: 

Name: Theodore D. Roth
Title: President and Chief Operating Officer

ACKNOWLEDGED AND AGREED BY
SECURED PARTIES:

BROWN SIMPSON PARTNERS I, LTD.

By: _____

Name:
Title:

SDS MERCHANT FUND, L.P.

By: _____

Name: Steve Derby
Title: Managing Member

CASTLE CREEK HEALTHCARE
INVESTORS, LLC

By: Castle Creek Partners, LLC
Its Investment Manager

By: _____

Name: Thomas A. Frei
Title: Managing Director

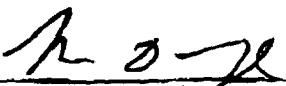
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By: _____
Name: Theodore D. Roth
Title: President and Chief Operating Officer

ACKNOWLEDGED AND AGREED BY SECURED PARTIES:

BROWN SIMPSON PARTNERS I, LTD.

By: 
Name: Mitchell D. Kaye
Title:

SDS MERCHANT FUND, L.P.

By: _____
Name: Steve Derby
Title: Managing Member

CASTLE CREEK HEALTHCARE INVESTORS, LLC

By: Castle Creek Partners, LLC
Its Investment Manager

By: _____
Name: Thomas A. Frei
Title: Managing Director

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ALLIANCE PHARMACEUTICAL CORP.

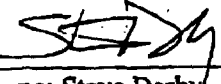
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By: _____
Name:
Title:

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By:  _____
Name: Steve Derby
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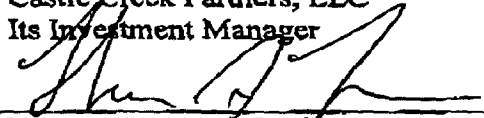
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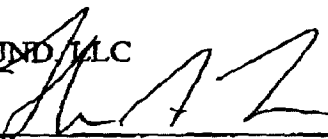
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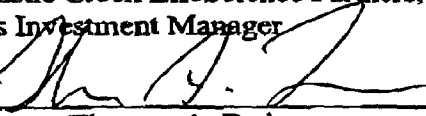
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By: Castle Creek Partners, LLC
Its Investment Manager

By: 
Name: Thomas A. Frei
Title: Managing Director

CCL FUND, LLC
By: 
Name: Thomas A. Frei
Title: Managing Director

CC LIFE SCIENCE, LTD.
By: Castle Creek LifeScience Partners, Ltd.
Its Investment Manager
By: 
Name: Thomas A. Frei
Title: Managing Director

SCHEDULE A

REGISTERED U.S. TRADEMARKS

Alliance Docket No.	Application No.	Registration No.	Mark	Filing Date	Registration Date
ALLIA.117T	75/027,205	2,010,189	IMAGENT	December 5, 1995	22 October 1996

PENDING U. S. TRADEMARK APPLICATIONS

Alliance Docket No.	Application No.	Registration No.	Mark	Filing Date	Registration Date
ALLIA.237T	N/A	N/A	IMAGENT PERFLEXANE LIPID MICROSPHERES and Design	June 26, 2002	N/A