

Assignment and Direction to Pay dated for reference August 23, 2007.

To:

Campbell, Saunders Ltd.,
Trustee under the proposal of
Chromos Molecular Systems Inc.
1000-570 Granville Street
Vancouver, BC V6C 3P1

Attention: Mr. David A. Gray/ John McEown

And to:

Glenmark Pharmaceuticals S.A.
Chemin de la Combeta 5
2300 La Chaux-De-Fonds
Switzerland

Attention: President, Biologics

With a copy to

Torys LLP
Suite 3000,
79 Wellington Street West
TD Center
Toronto, ON M5K 1N2

Attention: Michael Rotsztain

A. Chromos Molecular Systems Inc. ("Chromos") as seller and Glenmark Pharmaceuticals S.A. ("Glenmark") as buyer previously entered into an asset purchase agreement dated June 28, 2007 ("asset purchase agreement");

B. The Closing, as that term is defined in the asset purchase agreement, took place on July 18, 2007;

C. In accordance with the terms of the asset purchase agreement, Chromos may become entitled to a further payment from Glenmark (such further payment being referred to in the asset purchase agreement, and in this assignment, as the "second payment"), on the terms as set out in the asset purchase agreement;

D. Chromos has filed, pursuant to the *Bankruptcy and Insolvency Act*, a proposal to its creditors (the "proposal"). Campbell, Saunders Ltd. is the trustee under the proposal (and is hereinafter referred to as the "proposal trustee"), and the proposal was approved by an order of the Court granted on August 23, 2007;

E. It is a term of the proposal, and in particular of paragraph 3.7 (b) of the proposal, that Chromos deliver a certain assignment to the proposal trustee.

Now therefore this instrument witnesseth that in consideration of the premises, and as part of Chromos fulfilling the terms of the proposal, Chromos hereby:

1. irrevocably assigns to the proposal trustee that portion of the second payment which at the time when, and if, the second payment is made, will be sufficient to purchase the

sum of \$1,500,000.00 Canadian dollars (the "assigned amount"), and declares that effective the reference date of this instrument, Chromos holds and will continue to hold the assigned amount in trust for the proposal trustee, with the proposal trustee being the sole beneficial owner of the assigned amount; and

2. irrevocably directs Glenmark that if and when in accordance with the asset purchase agreement the second payment becomes payable to Chromos, to pay to the proposal trustee that portion of the second payment which, when converted at the exchange rate applicable at the date of the payment, will be sufficient to purchase \$1,500,000.00 Canadian dollars, all without any further direction or notice from Chromos to Glenmark.

The terms of this instrument shall enure to the benefit of the proposal trustee and its successors and assigns and shall be binding upon Chromos and its successors and assigns.

The terms of this instrument shall be governed by and construed in accordance with the laws in effect in the Province of British Columbia.

Each of the proposal trustee and Glenmark may rely on a copy of this assignment and direction to pay delivered by facsimile or other electronic means (including, without limitation, by e-mail) for all purposes and to the same extent and effect as if an originally signed document had been delivered.

In witness whereof Chromos has caused this assignment and direction to be executed by its officers duly authorized in that regard, effective as of the date and the year first above written

Chromos Molecular Systems Inc.

Per: 
Signature

Jeff Charpentier, VP Finance & CFO
Print name and title of Signatory