UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 10-K/A

(Amendment No. 1)

[X] **ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the fiscal year ended December 31, 2010

[ ] **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from _____ to _____

Commission File Number: 000-31187

IntelGenx Technologies Corp.

(Exact name of registrant as specified in its charter)

Delaware	**87-0638336**
(State or other jurisdiction of incorporation or organization)	*(I.R.S. Employer Identification No.)*
6425 Abrams, Ville Saint Laurent, Quebec	**H4S 1X9**
(Address of principal executive offices)	*(Zip Code)*

(514) 331-7440
(Registrant's telephone number, including area code)

Securities registered pursuant to Section 12(b) of the Act:
None
Securities registered pursuant to Section 12(g) of the Act:
Common Stock, $0.00001 par value per share

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act.

Yes [ ] No [X]

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act.

Yes [ ] No [X]

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.

Yes [X] No [ ]

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files).

Yes [X] No [ ]

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K (§229.405 of this chapter) is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K. [X]

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer," and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer [ ]	Accelerated filer [ ]	Non-accelerated filer [ ] (Do not check if a smaller reporting company)	Smaller reporting company [X]

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Act).

Yes [ ] No [X]

As of June 30, 2010, the aggregate market value of the registrant's voting and non-voting common equity held by non-affiliates of the registrant was $11,302,636 based on the closing price of the registrant's common shares of U.S. $0.50, as reported on the OTC Bulletin Board on that date. Shares of the registrant's common shares held by each officer and director and each person who owns 10% or more of the outstanding common shares of the registrant have been excluded in that such persons may be deemed to be affiliates. This determination of affiliate status is not necessarily a conclusive determination for other purposes.

Indicate the number of shares outstanding of each of the registrant's classes of common stock, as of the latest practicable date.

Class	**Outstanding at September 20, 2011**
Common Stock, $.00001 par value	46,849,910 shares

Documents incorporated by reference: None.

EXPLANATORY NOTE

IntelGenx Technologies Corp. (the "Company") is filing this Amendment No. 1 to its Annual Report on Form 10-K/A for the fiscal year ended December 31, 2010, which was originally filed with the Securities and Exchange Commission (the "Commission") on March 29, 2011 (the "Original Form 10-K"), to incorporate the Company's revisions and responses to letters of comment from the staff of the Commission dated as of August 4, 2011, August 31, 2011 and September 14, 2011.

This Form 10-K/A includes new certifications as Exhibits 31.1, 31.2, 32.1 and 32.2 by the Company's principal executive officer and principal financial officer as required by Rules 12b-15 and 13a-14 promulgated under the Securities Exchange Act of 1934, as amended (the "Exchange Act"). Except for the amended disclosures set forth below, the information in this Form 10-K/A has not been updated to reflect events that occurred after March 29, 2011, the filing date of the Original Form 10-K. Accordingly, this Form 10-K/A should be read in conjunction with the Original Form 10-K and the Company's filings made with the Commission subsequent to the filing of the Original Form 10-K, including any amendments to those filings. The following sections have been amended herein:

Part I, Item 1. Business; and

Part IV, Item 15. Exhibits, Financial Statements Schedules.

We have expanded upon the final column of the table on page 9 of the Original Form 10-K to disclose the exact expiration date of each of the Company's four issued patents. In addition, we have disclosed the material terms of the License and Development Agreement with Azur Pharma International II Ltd. on page 5 of the Original Form 10-K, which is filed as Exhibit 10.34 to this Form 10-K/A (confidential treatment has been requested for certain parts of this agreement, which are omitted and filed separately with the Commission).

This Form 10-K/A contains only the sections to the Original Form 10-K which are being amended, and those unaffected sections are not included herein. Except as set forth above, all other information in the Company's Original Form 10-K remains unchanged.

PART I

Cautionary Statement Concerning Forward-Looking Statements

Certain statements included or incorporated by reference in this report constitute forward-looking statements within the meaning of applicable securities laws. All statements contained in this report that are not clearly historical in nature are forward-looking, and the words “anticipate”, “believe”, “continue”, “expect”, “estimate”, “intend”, “may”, “plan”, “will”, “shall” and other similar expressions are generally intended to identify forward-looking statements within the meaning of Section 27A of the Securities Act and Section 21E of the Securities Exchange Act of 1934. All forward-looking statements are based on our beliefs and assumptions based on information available at the time the assumption was made. These forward-looking statements are not based on historical facts but on management’s expectations regarding future growth, results of operations, performance, future capital and other expenditures (including the amount, nature and sources of funding thereof), competitive advantages, business prospects and opportunities. Forward-looking statements involve significant known and unknown risks, uncertainties, assumptions and other factors that may cause our actual results, levels of activity, performance or achievements to differ materially from those implied by forward-looking statements. These factors should be considered carefully and prospective investors should not place undue reliance on the forward-looking statements. Although the forward-looking statements contained in this report or incorporated by reference herein are based upon what management believes to be reasonable assumptions, there is no assurance that actual results will be consistent with these forward-looking statements. These forward-looking statements are made as of the date of this report or as of the date specified in the documents incorporated by reference herein, as the case may be. **The Company undertakes no obligation to update any forward-looking statements to reflect events or circumstances after the date on which such statements were made or to reflect the occurrence of unanticipated events, except as may be required by applicable securities laws.** The factors set forth in Item 1A., "Risk Factors", as well as any cautionary language in this report, provide examples of risks, uncertainties and events that may cause IntelGenx' actual results to differ materially from the expectations IntelGenx describes in our forward-looking statements. Before you invest in the common stock, you should be aware that the occurrence of the events described as risk factors and elsewhere in this report could have a material adverse effect on our business, operating results and financial condition.

ITEM 1. BUSINESS.

Corporate History

Our predecessor company, Big Flash Corp., was incorporated in Delaware on July 27, 1999. On April 28, 2006, Big Flash, through its Canadian holding corporation, completed the acquisition of IntelGenx Corp., a Canadian company incorporated on June 15, 2003. The Company did not have any operations prior to the acquisition of IntelGenx Corp. In connection with the acquisition, we changed our name from Big Flash Corp. to IntelGenx Technologies Corp. IntelGenx Corp. has continued operations as our operating subsidiary.

Overview

We are a drug delivery company focusing on the development of novel, orally administered drug delivery products based on our proprietary oral drug delivery technologies. We have positioned ourselves as a provider of product development services for the pharmaceutical industry, including the branded and generic pharmaceutical markets.

Drug delivery systems are an important tool in the hands of physicians for purposes of optimizing drug therapy. For the pharmaceutical industry, drug delivery systems represent an opportunity to extend the market exclusivity and product lifecycle of drugs whose patent protection is nearing expiration.

Controlled release (CR) delivery systems play an important role in the development of orally administered drug delivery systems. Controlled release technology provides patients with the required amount of medication over a pre-determined, prolonged period of time. Because of the reduced fluctuation of the active drug in the blood and the avoidance of plasma spikes, controlled release products are deemed safer and more tolerable than conventional dosage forms, and have shown better patient compliance.

Our primary business strategy is to develop pharmaceutical products based upon our proprietary drug delivery technologies and license the commercial rights to companies in the pharmaceutical industry once the viability of a product has been demonstrated. In exchange for licensing rights to our products, we seek funding consisting of a combination of one or more of the following: advance down payments, milestone fees, reimbursement for development costs, and royalties on sales. In addition, we may receive a manufacturing royalty from our contract manufacturers for the exclusive right to manufacture our products. The companies we partner with are typically responsible for managing the regulatory approval process of the product with the United States Food and Drug Administration (FDA) and/or other regulatory bodies, as well as for the marketing and distribution of the products. On a case-by-case basis, IntelGenx may be responsible for providing all or part of the documentation required for the regulatory submission. In addition to pursuing partnering arrangements that provide for the full funding of a drug development project, we may undertake development of selected product opportunities until the marketing and distribution stage. We would first assess the potential and associated costs for successful development of a product, and then determine at which stage it would be most prudent to seek a partner, balancing costs against the potential for higher returns later in the development process.

Technology Platforms

Our product development efforts are based upon three delivery platform technologies: (1) a Multilayer Tablet technology (2) an Oral Film technology, and (3) a Mucoadhesive Tablet technology. Our Multilayer Tablet platform technology allows for the development of oral controlled-release products. It is designed to be versatile and to reduce manufacturing costs as compared to competing oral extended-release delivery technologies. The Oral Film technology allows for the instant delivery of pharmaceuticals to the oral cavity, while the Mucoadhesive Tablet allows for the controlled release of active substances to the oral mucosa.

The Multilayer Tablet ("VersaTab") platform technology represents a new generation of controlled release layered tablets designed to modulate the release of active compounds. The technology is based on a multilayer tablet with an active core layer and erodible cover layers. The release of the active drug from the core matrix initially occurs in a first-order fashion. As the cover layers start to erode, their permeability for the active ingredient through the cover layers increases. Thus, the Multilayer Tablet can produce quasi-linear (zero-order) kinetics for releasing a chemical compound over a desired period of time. The erosion rate of the cover layers can be customized according to the physico-chemical properties of the active drug. In addition, our multilayer technology offers the opportunity to develop combination products in a regulatory-compliant format. Combination products are made up of two or more active ingredients that are combined into a single dosage form.

The Oral Film technology ("VersaFilm") is made up of a thin (25-35 micron) polymeric film comprised of United States Pharmacopeia (USP) components that are approved by the FDA for use in food, pharmaceutical, and cosmetic products. Derived from the edible film technology used for breath strips and initially developed for the instant delivery of savory flavors to food substrates, the VersaFilm technology is designed to provide a rapid response compared to existing conventional tablets. The VersaFilm technology is intended for indications requiring rapid onset of action, such as migraine, motion sickness, erectile dysfunction, and nausea.

The Mucoadhesive Tablet ("AdVersa") is a drug delivery system capable of adhering to the oral mucosa and releasing the drug onto the site of application at a controlled rate. The Mucoadhesive Tablet is designed to provide the following advantages relative to competing technologies: (i) it avoids the first pass effect, whereby the liver metabolizes the active ingredient and greatly reduces the level of drug in the systemic circulation, (ii) it leads to a higher absorption rate in the oral cavity as compared to the conventional oral route, and (iii) it achieves a rapid onset of action for the drug. The Mucoadhesive Tablet technology is designed to be versatile in order to permit the site of application, residence time, and rate of release of the drug to be modulated to achieve the desired results.

Product Portfolio

Our product portfolio includes a blend of generic and branded products based on our proprietary delivery technology ("generic" drugs are essentially copies of drugs that have already received FDA approval).

INT0001/2004. This is the most advanced generic product involving our multilayer tablet technology. Equivalency with the reference product Toprol XL and its European equivalent Beloc-ZOK has been demonstrated *in-vitro* . The product has been tested in phase I studies. Pivotal development activities are ongoing.

INT0004/2006. The development of a new, higher strength of the antidepressant Bupropion HCl, the active ingredient in Wellbutrin XL®, has been completed. A regulatory file for a 505(b)(2) New Drug Application (NDA) submission was filed in April, 2009. In a complete response letter received on February 4, 2010, the FDA commented on the food effect, which was observed in the food effect study included in the NDA, and on the lack of a commercial manufacturer. Both issues have been resolved with new pivotal batches being manufactured by Pillar5 Pharma and, using product from these pivotal batches, a new clinical study is being undertaken to address the food effect. A response to the complete response letter is expected to be filed in the second quarter of 2011.

INT0006/2005. On December 10, 2007, we entered into a license and development agreement with Azur Pharma for the development and manufacture of a prenatal vitamin supplement using product specific intellectual property that we developed. Under the terms of the agreement, Azur Pharma has obtained certain exclusive rights to market and sell the product using our proprietary, controlled-release delivery technology in the United States. In exchange for granting Azur Pharma such rights, we will receive an annual single digit percentage royalty of all net sales. The term of the agreement is 15 years from the effective date of May 1, 2007, unless otherwise terminated in the event of, without limitation (i) failure by either us or Azur Pharma to perform our respective obligations under the agreement; (ii) if either party files a petition for bankruptcy or insolvency or otherwise winds up, liquidates or dissolves its business, or (iii) otherwise by mutual consent of the parties. The agreement also contains customary confidentiality, indemnification and intellectual property protection provisions.

The product was launched in the United States during the fourth quarter of 2008 under the brand name Gesticare®. As of December 31, 2010, we have received upfront, milestone and development fees totaling approximately $1.4 million and royalty income totaling approximately $0.5 million. We do not anticipate receiving additional milestone payments under the agreement.

INT0010/2006. We initially entered into an agreement with Cynapsus Therapeutics Inc. (formerly Cannasat Therapeutics Inc., "Cynapsus") for the development of a buccal mucoadhesive tablet product containing a cannabinoid-based drug for the treatment of neuropathic pain and nausea in cancer patients undergoing chemotherapy. A clinical biostudy undertaken in 2009 on the mucoadhesive tablet developed by IntelGenx indicated improved bioavailability and reduced first-pass metabolization of the drug. In the 4 th quarter of 2010, we acquired from Cynapsus full control of, and interest in, this project going forward. We also obtained worldwide rights to US Patent 7,592,328 and all corresponding foreign patents and patent applications to exclusively develop and further provide intellectual property protection for this project. We are preparing pivotal activities, including manufacturing scale-up and a clinical efficacy study.

INT0007/2006. An oral film product based on our proprietary edible film technology is currently in the optimization stage. The product is intended for the treatment of erectile dysfunction (ED). The results of a phase I pilot study that was conducted in the third quarter of 2010 indicate that the product is bioequivalent with the reference listed drug.

INT0008/2007. An oral film product based on our proprietary edible film technology is currently in the pivotal stage of development, with pivotal batch manufacturing expected to be completed in the third quarter of 2011. The product is intended for the treatment of migraine. The results of a phase I pilot study that was conducted in 2009 indicate that the product is bioequivalent with the reference listed drug. In the third quarter of 2010, we entered into an agreement with RedHill Biopharma Ltd. for the co-development and commercialization of this product.

INT0019/2009. An oral film product based on our proprietary edible film technology is currently in the early development stage. The product is intended for the treatment of diarrhea.

INT0020/2010. An oral film product based on our proprietary edible film technology is currently being tested for bioequivalence against the reference listed drug. Results are expected in the first half of 2011. The product is intended for the treatment of insomnia.

INT0022/2010. An oral film product based on our proprietary edible film technology is currently in the final stages of optimization. The results of a phase I pilot study that was conducted in 2010 indicate that the product is bioequivalent with the reference listed drug. The product is intended for the treatment of bipolar disorder.

INT0024/2010. An oral tablet product based on our proprietary multilayer tablet technology is currently in the early development stage. The product is intended for the treatment of idiopathic pulmonary fibrosis.

INT0025/2010. An oral controlled release film product based on our proprietary edible film technology is currently in the early development stage. The product is intended for the treatment of benign prostatic hyperplasia.

INT0026/2011. An oral film product based on our proprietary edible film technology is currently in the early development stage. The product is intended for the treatment of benign prostatic hyperplasia.

The current development status of each of our products as of the date of this report is summarized in the following table:

Product	Application	Status of Development
INT0001/2004	CHF (Coronary Heart Failure), Hypertension	Pivotal batches in preparation.
INT0004/2006	Antidepressant	NDA filed April, 2009; complete response letter received Q1/2010. Pivotal batches completed at new manufacturing facility. Pivotal Phase I clinical study completed and ongoing stability study to support filing of response to complete response letter Q2, 2011.
INT0006/2005	Prenatal vitamin supplement	Product launched in USA Q4, 2008.
INT0010/2006	Neuropathic pain	Pilot biostudy completed. Pivotal activities in preparation.

INT0007/2006	Erectile Dysfunction	Pilot biostudy completed indicating bioequivalence with Reference Listed Drug (RLD).
INT0008/2007	Migraine	Pilot biostudy completed indicating bioequivalence with RLD. Pivotal activities ongoing.
INT0019/2009	Diarrhea	Formulation development ongoing.
INT0020/2010	Insomnia	Formulation development completed. Proof of concept clinical study ongoing.
INT0022/2008	Bipolar Disorder	Pilot biostudy completed indicating bioequivalence with RLD.
INT0024/2010	Idiopathic pulmonary fibrosis	Formulation development ongoing.
INT0025/2010	Benign prostatic hyperplasia	Formulation development ongoing.
INT0026/2011	Benign prostatic hyperplasia	Formulation development ongoing.

Growth Strategy

Our primary growth strategies include: (1) identifying lifecycle management opportunities for existing "blockbuster" products, (2) developing generic drugs with high barriers to entry, (3) developing products for the (non-pharmaceutical) nutritional supplement market, and (4) developing new drug delivery technologies.

Lifecycle Management Opportunities

We are seeking to position our delivery technologies as an opportunity for lifecycle management of products for which patent protection of the active ingredient is nearing expiration. While the patent for the underlying substance cannot be extended, patent protection can be obtained for a new and improved formulation by filing an application with the FDA under Section 505(b)(2) of the U.S. Federal Food, Drug and Cosmetic Act. Such applications, known as a "505(b)(2) NDA", are permitted for new drug products that incorporate previously approved active ingredients, even if the proposed new drug incorporates an approved active ingredient in a novel formulation or for a new indication. A 505(b)(2) NDA may include information regarding safety and efficacy of a proposed drug that comes from studies not conducted by or for the applicant. The first formulation for a respective active ingredient filed with the FDA under a 505(b)(2) application may qualify for up to three years of market exclusivity upon approval. Based upon a review of past partnerships between third party drug delivery companies and pharmaceutical companies, management believes that drug delivery companies which possess innovative technologies to develop these special dosage formulations present an attractive opportunity to pharmaceutical companies. Accordingly, we believe these so-called "505(b)(2) products" represent a viable business opportunity for us.

Generic Drugs with High Barriers to Entry

We will also plan to pursue the development of generic drugs that have certain barriers to entry, e.g., where product development and manufacturing are complex and can limit the number of potential entrants into the generic market. We plan to pursue such projects only if the number of potential competitors is deemed relatively insignificant.

Nutritional Supplement Products

We plan to develop additional products for the nutritional supplement market based upon our proprietary drug delivery technologies. The market for these supplements is large, with little differentiation between products. Our proprietary technology is aimed at increasing the absorption rate of active ingredients. We believe that supplements represent attractive short-term revenue opportunities since they are not regulated as pharmaceutical products and do not require FDA approval.

Development of New Drug Delivery Technologies

The rapidly disintegrating film technology contained in our VersaFilm, and our AdVersa mucosal adhesive tablet, are two examples of our efforts to develop alternate technology platforms. As we work with various partners on different products, we seek opportunities to develop new proprietary technologies.

Competition

The pharmaceutical industry is highly competitive and is subject to the rapid emergence of new technologies, governmental regulations, healthcare legislation, availability of financing, patent litigation and other factors. Many of our competitors, including Valeant Pharmaceuticals International, Inc. (formerly Biovail Corporation), Labopharm Inc., Monosol Rx, Labtec GmbH and Skye Pharma PLC, have longer operating histories and greater financial, technical, marketing, legal and other resources than we have. In addition, many of our competitors have significantly greater experience than we have in conducting clinical trials of pharmaceutical products, obtaining FDA and other regulatory approvals of products, and marketing and selling products that have been approved. We expect that we will be subject to competition from numerous other companies that currently operate or are planning to enter the markets in which we compete.

The key factors affecting the development and commercialization of our drug delivery products are likely to include, among other factors:

- The safety and efficacy of our products;
- The relative speed with which we can develop products;
- Generic competition for any product that we develop;
- Our ability to defend our existing intellectual property and to broaden our intellectual property and technology base;
- Our ability to differentiate our products;
- Our ability to manufacture our products in compliance with current Good Manufacturing Practices (“cGMP”) and any other regulatory requirements; and
- Our ability to obtain financing.

In order to establish ourselves as a viable industry partner, we plan to continue to invest in our research and development activities in order to further strengthen our technology base and to develop the ability to manufacture our products through our manufacturing partner at competitive costs.

Our Competitive Strengths

We believe that our key competitive strengths include:

- Our intellectual property;
- The versatility of our drug delivery technology; and
- The potential manufacturing cost savings associated with our technology.

Manufacturing Partnership

We manufacture products only for testing purposes in our own laboratories, and we do not manufacture products for clinical trials or for commercial use.

We formed a strategic alliance with LTS Lohmann Therapie-Systeme AG ("LTS") for the exclusive manufacturing of products developed by us using our VersaFilm drug delivery technology. LTS is regarded as a pioneer in the development and production of transdermal and film form/wafer oral systems and has become one of the world's leading suppliers for the international pharmaceutical industry. VersaFilm is IntelGenx' immediate release wafer technology. It is comprised of a thin polymeric film using United States Pharmacopeia (USP) components that are safe and approved by the FDA for use in food, pharmaceutical and cosmetic products. VersaFilm provides a patent-protected method of re-formulating approved pharmaceuticals in a more convenient and discrete oral dosage form.

We formed a strategic manufacturing partnership with, and took an ownership position in, Pillar5 Pharma Inc. ("Pillar5"). We have undertaken to use our best efforts to ensure that distributors of our oral solid dose pharmaceutical products that are developed for commercial production, be directed to Pillar5 for the purpose of negotiating a manufacturing agreement requiring Pillar5 to manufacture such products. As consideration for this undertaking, Pillar5 issued to us common shares representing 10% of the issued and outstanding shares of Pillar5.This manufacturing partnership secures the production of clinical test batches and commercial products for our VersaTab and AdVersa tablet products.

We are not a manufacturer and we do not usually purchase large quantities of raw materials. Our manufacturing partners, however, may purchase significant quantities of raw materials, some of which may have long lead times. If raw materials cannot be supplied to our manufacturing partners in a timely and cost effective manner, our manufacturing partners may experience delays in production that may lead to reduced supplies of commercial products being available for sale or distribution. Such shortages could have a detrimental effect on sales of the products and a corresponding reduction on our royalty revenues earned.

Dependence on Major Customers

We do not rely on any one or a few major customers for our end products. However, we depend upon a limited number of partners to develop our products, to provide funding for the development of our products, and to assist in obtaining regulatory approvals that are required in order to commercialize these products.

Intellectual Property and Patent Protection

We protect our intellectual property and technology by using the following methods: (i) applying for patent protection in the United States and in the appropriate foreign markets, (ii) non-disclosure agreements, license agreements and appropriate contractual restrictions and controls on the distribution of information, and (iii) trade secrets, common law trademark rights and trademark registrations. We plan to file core technology patents covering the use of our platform technologies in any pharmaceutical products.

We have obtained four (4) patents and have an additional seven (7) pending patent applications, as described below. The patents expire 20 years after submission of the initial application.

Patent No.	Title	Subject	Date submitted / issued / expiration
US 6,231,957	Rapidly disintegrating flavor wafer for flavor enrichment	The composition, manufacturing, and use of rapidly disintegrating flavored films for releasing flavors to certain substrates	Issued May 15, 2001 Expires May 6, 2019
US 6,660,292	Rapidly disintegrating film for precooked foods	Composition and manufacturing of flavored films for releasing flavors to precooked food substrates	Issued December 9, 2003 Expires June 19, 2021
US 7,132,113	Flavored film	Composition and manufacturing method of multi-layered films	Issued April 16, 2002 Expires April 16, 2022
US Appl. 2007/0190144	Multilayer Tablet	Formulation and Method of Preparation of Multilayered Tablets	Published August 16, 2007
US Appl. 2007/0128272	Multi-Vitamin And Mineral Supplement	Formulation and Method of Preparation of Prenatal Multivitamin Supplement	Published June 7, 2007
US Appl. 2006/0127478	Oral dosage formulation	Multilayer oral dosage forms	Published June 15, 2006
US Appl. 11/782,838 PCT/IB2007/03950	Controlled Release Pharmaceutical Tablets	Formulation and Method Of Making Tablets Containing Bupropion And Mecamylamine	July 25, 2006
US Patent 7674479	Sustained-release Bupropion and Bupropion / Mecamylamine tablets	Formulation and Method Of Making Tablets Containing Bupropion And Mecamylamine	Issued March 9, 2010 Expires July 25, 2027

US Appl . 12/836810	Oral Mucoadhesive dosage form	Direct compression formulation for buccal and sublingual dosage forms	July 15, 2010
US Appl. US 12/936.132	Oral film dosage forms and methods for making same	Optimization of Film strip technology	December 8, 2010
US Provisional Appl. US 61/327969	Methods for making improved solid oral dosage forms comprising Tadalafil	Oral films containing Tadalafil	April 26, 2010

Government Regulation

The pharmaceutical industry is highly regulated. The products we participate in developing require certain regulatory approvals. In the United States, drugs are subject to rigorous regulation by the FDA. The U.S. Federal Food, Drug, and Cosmetic Act, and other federal and state statutes and regulations, govern, among other things, the research, development, testing, manufacture, storage, record keeping, packaging, labeling, adverse event reporting, advertising, promotion, marketing, distribution, and import and export of pharmaceutical products. Failure to comply with applicable regulatory requirements may subject a company to a variety of administrative or judicially-imposed sanctions and/or the inability to obtain or maintain required approvals or to market drugs. The steps ordinarily required before a new pharmaceutical product may be marketed in the United States include:

- preclinical laboratory tests, animal studies and formulation studies under FDA's good laboratory practices regulations, or GLPs;
- the submission to the FDA of an investigational new drug application, or IND, which must become effective before human clinical trials may begin;
- the completion of adequate and well-controlled clinical trials according to good clinical practice regulations, or GCPs, to establish the safety and efficacy of the product for each indication for which approval is sought;
- after successful completion of the required clinical testing, submission to the FDA of a New Drug Application, or NDA, or an Abbreviated New Drug Application, or ANDA, for generic drugs. In certain cases, an application for marketing approval may include information regarding safety and efficacy of a proposed drug that comes from studies not conducted by or for the applicant. Such applications, known as a 505(b)(2) NDA, are permitted for new drug products that incorporate previously approved active ingredients, even if the proposed new drug incorporates an approved active ingredient in a novel formulation or for a new indication;
- satisfactory completion of an FDA inspection of the manufacturing facility or facilities at which the product is produced to assess compliance with cGMPs to assure that the facilities, methods and controls are adequate to preserve the drug's identity, strength, quality and purity; and
- FDA review and approval of the NDA or ANDA.

The cost of complying with the foregoing requirements, including preparing and submitting an NDA or ANDA, may be substantial.

Accordingly, we typically rely upon our partners in the pharmaceutical industry to spearhead and bear the costs of the FDA approval process. We also seek to mitigate regulatory costs by focusing on 505(b)(2) NDA opportunities. By applying our drug delivery technology to existing drugs, we seek to develop products with lower research & development ("R&D") expenses and shorter time-to-market timelines as compared to regular NDA products.

Research and Development Expense

Our R&D expenses, net of R&D tax credits, for the year ended December 31, 2010 increased to $1,565 thousand as compared to $1,237 thousand for the year ended December 31, 2009. The increase in R&D expenditure is explained in the section of this report entitled "Management's Discussion and Analysis of Financial Condition and Results of Operations".

Environmental Regulatory Compliance

We believe that we are in compliance with environmental regulations applicable to our research and development facility located in Ville Saint-Laurent, Quebec.

Employees

As of the date of this filing, we have 10 full-time and no part-time employees. None of our employees are covered by collective bargaining agreements. We believe that our relations with our employees are good.

PART IV

ITEM 15. EXHIBITS, FINANCIAL STATEMENT SCHEDULES (a) Financial Statements and Schedules 1. ***Financial Statements***

The following financial statements are filed as part of the Original Form 10-K under Item 8 of Part II "Financial Statements and Supplementary Data:

A. Report of Independent Registered Public Accounting Firm.

B. Consolidated Balance Sheets as of December 31, 2010 and 2009.

C. Consolidated Statements of Operations for the years ended of December 31, 2010 and 2009.

D. Consolidated Statements of Changes in Shareholders' Equity for the years ended of December 31, 2010 and 2009.

E. Consolidated Statements of Cash Flows as of December 31, 2010 and 2009.

F. Notes to Consolidated Financial Statements.

2 . ***Financial Statement Schedules***

Financial statement schedules not included herein have been omitted because they are either not required, not applicable, or the information is otherwise included herein.

(b) Exhibits.

EXHIBIT INDEX

Exhibit No.	Description
2.1	Share Exchange Agreement dated April 10, 2006 (incorporated by reference to the Form 8-K/A filed on April 28, 2006).
3.1	Articles of Incorporation (incorporated by reference to the Form SB-2 (File No. 333-90149) filed on November 16, 1999).
3.2	By-Laws (incorporated by reference to the Form SB-2 (File No. 333-91049) filed on November 16, 1999).
3.3	Amendment to the Articles of Incorporation (incorporated by reference to amendment No. 2 to Form SB-2 (File No. 333- 135591) filed on August 28, 2006).
3.4	Amended and Restated By-Laws (incorporated by reference to the Form 8-K filed on March 31, 2010).
9.1	Voting Trust Agreement (incorporated by reference to the Form 8-K/A filed on April 28, 2006).
10.1	Horst Zerbe Employment Agreement (incorporated by reference to the Form SB-2 (File No. 333-135591) filed on July 3, 2006).
10.2	Ingrid Zerbe Employment Agreement (incorporated by reference to the Form SB-2 (File No. 333-135591) filed on July 3, 2006).
10.3	Registration Rights Agreement (incorporated by reference to the Form SB-2 (File No. 333-135591) filed on July 3, 2006).
10.4	Principal's Registration Rights Agreement (incorporated by reference to the Form SB-2 (File No. 333-135591) filed on July 3, 2006).
10.5	Investor Relations Consulting Agreement (incorporated by reference to the Form SB-2 (File No. 333-135591) filed on July 3, 2006).
10.6	2006 Stock Option Plan (incorporated by reference to the Form S-8 filed on November 21, 2006).
10.7	Form of Securities Purchase Agreement (incorporated by reference to the Form 8-K filed on May 23, 2007).
10.8	Form of Registration Rights Agreement (incorporated by reference to the Form 8-K filed on May 23, 2007).
10.9	Form of Warrant (incorporated by reference to the Form 8-K filed on May 23, 2007).
10.10	Form of Registration Rights Agreement (incorporated by reference to the Form 8-K filed on March 28, 2008).
10.11	Form of Warrant (incorporated by reference to the Form 8-K filed on March 28, 2008).
10.12	Form of Lock up Agreement (incorporated by reference to the Form 8-K filed on March 28, 2008).
10.13	Form of Amended and Restated Warrant (incorporated by reference to the Form 8-K filed on August 4, 2008).

10.14	Employment Contract Paul A. Simmons (incorporated by reference to the Form 8-K filed on September 5, 2008).
10.15	Broker's Warrant (incorporated by reference to the Form S-1 filed on March 24, 2009).
10.16	Code of Ethics (incorporated by reference to the Form S-1 filed on March 24, 2009).
10.17	Amended and Restated 2006 Stock Option Plan, May 29, 2008 (incorporated by reference to the Form 10-K filed on March 25, 2009).
10.18	Agency Agreement, dated as of July 13, 2009, by and among the Company, Bolder Investment Partners Ltd., Union Securities Ltd. and Paradigm Capital Inc. (incorporated by reference to the Form 8-K filed on July 14, 2009).
10.19	Registration Rights Agreement, dated as of July 13, 2009, by and among the Company, Paradigm Capital Inc., Bolder Investment Partners Ltd. and Union Securities Ltd. (incorporated by reference to the Form 8-K filed on July 14, 2009).
10.20	Form of Warrant (incorporated by reference to the Form 8-K filed on July 14, 2009).
10.21	Form of Compensation Option (incorporated by reference to the Form 8-K filed on July 14, 2009).
10.22	Project Transfer Agreement (incorporated by reference to the Form 10-Q filed on May 14, 2010).
10.23	Co-development and Licensing Agreement (incorporated by reference to the Form 10-Q filed on May 14, 2010).
10.24	Form of Amended and Restated Warrant (incorporated by reference to the Form 8-K filed on July 29, 2010).
10.25	Agency Agreement, dated as of August 27, 2010, between the Company and Bolder Investment Partners, Ltd. (incorporated by reference to the Form 8-K filed on August 30, 2010).
10.26	Registration Rights Agreement, dated as of August 27, 2010, by and among the Company and the purchasers pursuant to the offering (incorporated by reference to the Form 8-K filed on August 30, 2010).
10.27	Form of Warrant (incorporated by reference to the Form 8-K filed on August 30, 2010).
10.28	Form of Compensation Option (incorporated by reference to the Form 8-K filed on August 30, 2010).
10.29	Co-Development and Commercialization Agreement with RedHill Biopharma Ltd. (incorporated by reference to the Form 10- Q filed on November 9, 2010).
10.30	Amended and Restated 2006 Stock Option Plan (incorporated by reference to the Form S-8 filed on November 15, 2010).
10.31	Form of Securities Purchase Agreement (incorporated by reference to the Form 8-K filed on June 3, 2011).
10.32	Form of Warrant (incorporated by reference to the Form 8-K filed on June 3, 2011).
10.33	Form of Registration Rights Agreement (incorporated by reference to the Form 8-K filed on June 3, 2011).
10.34 *	License and Development Agreement between the Company and Azur Pharma International II Ltd. *
14	Code of Ethics (incorporated by reference to the Form S-1 filed on March 24, 2009)
16.1	Letter on change in certifying accountant (incorporated by reference to the Form SB-2 (File No. 333-135591) filed on July 3, 2006).
21.1	Subsidiaries of the small business issuer (incorporated by reference to the Form SB-2 (File No. 333-135591) filed on July 3, 2006).
23.1	Consent of RSM Richter Chamberland, LLP (incorporated by reference with original 10K filing on March 29, 2011
31.1 **	Certification of Horst G. Zerbe, President and Chief Executive Officer, pursuant to Section 302 of the Sarbanes-Oxley Act of 2002 .**
31.2 **	Certification of Paul A. Simmons, Chief Financial Officer, pursuant to Section 302 of the Sarbanes-Oxley Act of 2002 .**
32.1 **	Certification of Horst G. Zerbe, President and Chief Executive Officer, pursuant to 18 U.S.C. Section 1350 .**
32.2 **	Certification of Paul A. Simmons, Chief Financial Officer, pursuant to 18 U.S.C. Section 1350 .**

* Filed herewith. Confidential treatment has been requested for certain parts of this document, which are omitted and filed separately with the SEC.

** Filed herewith.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Exchange Act, the registrant has duly caused this Form 10-K/A Annual Report to be signed on its behalf by the undersigned on September 20, 2011, thereunto duly authorized.

INTELGENX TECHNOLOGIES CORP.

By: */s/Horst G. Zerbe*
Horst G. Zerbe
President and Chief Executive Officer
(Principal Executive Officer)

By: /s */Paul A. Simmons*
Paul A. Simmons
Chief Financial Officer
(Principal Financial and Accounting Officer)

In accordance with the requirements of the Securities Exchange Act of 1934, this Form 10-K/A Annual Report has been signed by the following persons in the capacities and on the dates indicated.

Signature	**Position**	**Date**
By: /s/ *Horst G. Zerbe* Horst G. Zerbe	President, Chief Executive Officer and Director	September 20, 2011
By *: /s/ Paul Simmons* Paul Simmons	Chief Financial Officer	September 20, 2011
By: /s/ *Bernard Boudreau* J. Bernard Boudreau	Director	September 20, 2011
By: /s/ *Ian Troup* John (Ian) Troup	Director	September 20, 2011
By: /s/ *Bernd Melchers* Bernd J. Melchers	Director	September 20, 2011
By: /s/ *John Marinucci* John Marinucci	Director	September 20, 2011
By: /s/ *Dr. Rajiv Khosla* Dr. Rajiv Khosla	Director	September 20, 2011

Exhibit 10.34

CONFIDENTIAL TREATMENT REQUESTED

Redacted portions are indicated by [*****]

Redacted portions filed separately with the SEC pursuant to a confidential treatment request

Draft: 7 December 2007 (6pm Irish)

LICENSE AND DEVELOPMENT AGREEMENT

This Agreement is made the 10 th day of December 2007, effective as of May 1, 2007

BETWEEN: **INTELGENX CORP** , a corporation having a place of business at 6425 Abrams, Ville St-Laurent, Quebec, H4S 1X9 (hereinafter " **INTELGENX** ");

AND: **AZUR PHARMA INTERNATIONAL II LTD** , a Bermudacompany with offices located at Clarendon House, 2 Church Street, Hamilton HM 11, Bermuda (hereinafter " **AZUR** ")

WHEREAS INTELGENX possesses specialized know-how and expertise in the development and manufacturing of tablets for pharmaceutical and nutritional supplement applications involving its proprietary tabletting technology (such technology hereinafter being referred to as the " **INTELGENX Technology** ");

WHEREAS AZUR possesses expertise in the development, marketing, and distribution of prenatal vitamin supplement products;

WHEREAS AZUR wishes INTELGENX to provide certain services aimed at developing an oral controlled-release formulation containing a combination of prenatal vitamins and minerals (as defined hereinafter) and INTELGENX is interested in carrying out such services;

WHEREAS AZUR has prior to the execution of this Agreement paid to INTELGENX the sum of US$[*****] in consideration of work carried out on the Project (as defined below) prior to such date of execution, as the parties hereby acknowledge;

NOW THEREFORE , in consideration of the premises and mutual covenants and conditions set forth herein, the Parties agree as follows:

Article 1. Definitions

When used in this Agreement, each of the following terms shall have the meanings set out in this Article 1.

1.01 **"Active Ingredient"** , or **"Active Ingredients"** means one or all of the active ingredients as further specified in Schedule "A", meeting the specifications of the United States Pharmacopoeia or of other mutually agreed references or standards.

1.02 " **Affiliate** " means, with respect to any Person that is an entity, any other Person which directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, a specified Person. The term "control" shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting stock or other securities, as manager, trustee or similar capacity, by contract or otherwise.

1.03 " **Agreement** " means this Agreement, together with all schedules hereto, which shall form an integral part hereof.

1.04 " **Background Intellectual Property** " means, with respect to a given Party, such Intellectual Property Rights that are owned or developed by such Party or by any of its Affiliates either prior to, or independent of, this Agreement.

1.05 " **Confidential Information** " means all information disclosed (whether in writing, orally or by another means and whether directly or indirectly) by any Party whether before or after the date of this Agreement that is either designated as confidential or by its nature, should reasonably be considered as confidential, including without limitation, information relating to any Party's (or any of its Affiliates', customers', clients', agents' or employees') operations, processes, plans or intentions, product information, know-how, design rights, trade secrets, market opportunities, business development programs and business affairs but does not include information which (i) is or becomes generally available to the public other than as a result of a disclosure by the recipient party, (ii) was within the recipient party's possession on a non-confidential basis prior to its being provided to the recipient party by or on behalf of the disclosing party, as evidenced by written records antedating the disclosure by the disclosing party to the recipient party, (iii) is or becomes available to the recipient party on a non-confidential basis from a source other than the disclosing party, which source, to the knowledge of the recipient party, is not prohibited from disclosing such information by a legal, contractual or fiduciary obligation, or (iv) is independently developed by the recipient party without the use of the disclosing party's information.

1.06 " **Development Plan** " means the development plan attached hereto as Schedule "B", which sets forth the Development Work, the Specifications as well as the milestones for the Project, as amended from time to time in writing between the Parties.

1.07 " **Development Work** " means the services that have been or will be carried out under this Agreement by INTELGENX as set forth in the Development Plan.

1.08 **"Effective Date"** means May 1, 2007.

1.09 " **Foreground Intellectual Property** " means any Intellectual Property Rights developed jointly or by either Party as a result of the performance of its responsibilities under this Agreement, and for the avoidance of doubt includes such rights developed on or after the Effective Date but prior to the date of execution of this Agreement.

1.10 " **Intellectual Property Right** " means any right in or to a United States, Canadian or foreign patent, patent application, utility model, inventor's certificate, invention (whether or not patentable), improvement, trade secret, know-how, proprietary information, technology, copyright, trade-mark, trade-name, service mark, industrial design or other intellectual property right of any kind, whether registered or not.

1.11 **"License"** means together the licenses granted by INTELGENX to AZUR pursuant to Sections 8.01, 8.02 and 8.03.

1.12 **"LOI"** means the Letter of Intent entered into between Intelgenx Corp., Azur Pharma Ltd., and Keata Pharma Inc. dated April 20 th , 2007.

1.13 " **Net Sales** " shall, subject to the provisions of the second paragraph of Section 5.04, mean in the case of Product sold by AZUR, or by a permitted sub-licensee, the aggregate gross in-market sales proceeds billed for the Product by AZUR, or by a permitted sub-licensee, as the case may be, in accordance with generally accepted accounting principles, less the following:

1.13.1 trade, cash or quantity discounts, allowances, adjustments and rejections;

1.13.2 rebates, recalls (other than where the Product is replaced without charge) and returns;

1.13.3 price reductions or rebates imposed by governmental or regulatory authorities;

1.13.4 sales, excise, turnover, inventory, value-added and similar taxes assessed on the royalty-bearing sale of such Product, but not including any income tax paid by or assessed against AZUR or a permitted sub-licensee;

1.13.5 transportation, importation, shipping, insurance and other handling expenses directly chargeable to the royalty-bearing sale of the Product, but only to the extent that such expenses are separately delineated in the applicable invoices;

1.13.6 chargebacks granted to drug wholesalers or their customers in cases where there are not direct shipments to such customers by AZUR or its permitted sublicense; and

1.13.7 the portion of any management fees paid during the relevant time period to group purchasing organisations relating specifically to the royalty bearing sale of the Product contracted with such organisations

Any discretionary rebates, discounts or adjustments shall be commercially reasonable and consistent with standard industry practices.

1.14 " **Party** " or " **Parties** " means INTELGENX or AZUR, or INTELGENX and AZUR, as the context requires.

1.15 " **Permitted Products** " means vitamins and mineral nutritional supplements in mono-layer tablets.

1.16 " **Person** " means an individual, corporation, partnership, joint venture, trust, unincorporated organization, government or any agency or instrumentality thereof or any other entity recognized by law.

1.17 " **Product** " means the controlled-release tablets to be developed by INTELGENX hereunder in accordance with the Specifications, containing the Active Ingredients.

1.18 " **Project** " has the meaning ascribed thereto in Section 2.01 hereof.

1.19 " **Specifications** " means the written specifications mutually agreed upon between the Parties for the Product and set forth in the Development Plan, as amended from time to time in writing between the Parties.

1.20 " **Term** " has the meaning ascribed thereto in Section 11.01 hereof.

1.21 **"Territory"** means the United States of America.

Article 2. Project

2.01 The project forming the object of this Agreement consists in INTELGENX carrying out the Development Work in order to develop the Product (the " **Project** "). INTELGENX will perform the Development Work with all due skill and care, in accordance so far as practicable with the time lines set out in the Development Plan and in accordance with current Good Manufacturing Practices under the United States Federal Food, Drug and Cosmetics Act (as amended) and any other applicable laws or regulations. INTELGENX shall ensure that all Development Work meets the best standards in the industry.

2.02 AZUR hereby recognizes and acknowledges that INTELGENX shall be entitled to subcontract, in whole or in part, any of its obligations hereunder, with the prior written consent of AZUR, which shall not be unreasonably withheld; provided that INTELGENX shall remain primarily liable hereunder for any such subcontractor in accordance with the provisions of Article 7. Any such subcontractor shall agree in writing, for the benefit of AZUR, to be bound by the terms and conditions of this Agreement including, without limitation, Section 2.01.

2.03 AZUR and INTELGENX shall work together, through a team consisting of one or more appropriate members of senior management of each party together with such other employees as each party reasonably considers appropriate, on technical issues related to the Development Plan and the Product.

Article 3. Reporting

3.01 INTELGENX will provide AZUR with INTELGENX' final report containing the results of its portion of the Development Work (the " **Final Report** ") within two (2) weeks after completion of the Project. The Final Report shall contain a detailed summary of all technical data generated during the Development Work. Should, at any time during the Term, INTELGENX have reason to believe that it will be unable to deliver the Final Report within the aforementioned period for reasons outside of its control, it will immediately notify AZUR in writing of this fact, and will have an additional period of two (2) weeks to deliver the Final Report.

Article 4. Supply of Active Ingredients

4.01 INTELGENX shall acquire from a supplier agreed to in advance by AZUR, and upon terms agreed to in advance by AZUR, the necessary quantities of Active Ingredients in order for INTELGENX to carry out its portion of the Development Work and AZUR shall bear all reasonable third party actual costs associated therewith as invoiced and documented, including all shipping, handling and insurance costs.

Article 5. Fees

5.01 Fees. In consideration for the Development Work carried out by INTELGENX hereunder, AZUR shall pay INTELGENX the fees set forth in Schedule "C" hereto, in U.S. Dollars. The Development Work to be carried out by INTELGENX hereunder shall be invoiced to AZUR on the basis of the activities which have been performed for each milestone set forth in the Development Plan. Each invoice shall contain a statement certifying that the activities being invoiced have in fact been performed during the reporting period covered by the invoice. For the avoidance of doubt, INTELGENX may not invoice AZUR in excess of the estimated prices set forth in Schedule C (as such prices may be amended by agreement of the parties).

5.02 Credit for Prepayment. It is hereby acknowledged that AZUR has paid to INTELGENX (a) $[*****] ([*****] dollars) prior to the date of this Agreement, and (b) $[*****] ([*****] dollars) upon execution of this Agreement. Such payments shall be credited against the fees and any other payments due from AZUR to INTELGENX until exhausted.

5.03 INTELGENX will carry out the Project on a fixed price basis as set forth in Schedule "C". Notwithstanding the foregoing, the Parties agree that the development costs provided in the cost estimate attached hereto as Schedule "C" represent INTELGENX' best estimate based on projected completion times for INTELGENX portion of the Development Work and price quotes for outsourced activities provided by subcontractors which may be subject to change. If, however, INTELGENX determines that the actual hours necessary to complete a given milestone or the Project as a whole will exceed the projected hours by more than 10%, INTELGENX shall notify AZUR in writing of same and AZUR shall have a period of ten (10) days to notify INTELGENX in writing whether it wishes to proceed or not with the Project on the basis of INTELGENX' estimated increase of fees, it being understood, for greater certainty, that the Project will terminate should AZUR reject the increased estimate as specified above.

5.04 Royalty . In consideration of the grant of the License, AZUR shall pay to INTELGENX a royalty of [*****]% ([*****] percent.) of Net Sales of the Product by AZUR, except where the patent does not grant within 3 years of the date of this Agreement or is denied in that period, in such unlikely circumstances the rate shall be [*****]% ([*****] percent) of Net Sales of the Product as a know how license.

Where the product is marketed and distributed as a combination product with a DHA oil capsule the royalty will be calculated based on the ratio of the sales price of the product as single capsule to the sales price of the combination product and DHA oil capsule.

Royalties shall be payable quarterly within 45 days of the end of the calendar quarter in which they were earned.

5.05 Interest . Interest shall be payable on overdue amounts at the rate of 8% per annum. Interest shall be computed on a daily basis from the due date and compounded monthly on the last day of each 30-day period following the date of invoice.

5.06 Sales Taxes. AZUR shall pay all applicable federal, provincial or local sales, goods and services, excise and any other applicable taxes to the extent that such taxes are applicable to the supply of goods and/or services by INTELGENX to AZUR hereunder, for the avoidance of doubt excluding any taxes relating to INTELGENX's or any of its subcontractors' income.

5.07 Other Taxes . If AZUR is required by law to pay or withhold any income or other taxes on behalf of INTELGENX with respect to any monies payable to INTELGENX under this Agreement:

5.07.1 AZUR shall deduct them from the amount of such monies due;

5.07.2 any such tax required to be paid or withheld shall be an expense of and borne solely by INTELGENX;

5.07.3 AZUR shall promptly provide INTELGENX with a certificate or other documentary evidence to enable INTELGENX to support a claim for a refund or a foreign tax credit.

5.08 Double Tax Co-operation . INTELGENX and AZUR agree to co-operate in all respects necessary to take advantage of any double taxation agreements or similar agreements as may, from time to time, be available in order to enable AZUR to make such payments to INTELGENX without any deduction or withholding.

5.09 Currency . All payments required hereunder shall be made in US Dollars by wire transfer to such account as the receiving party may from time to time specify.

5.10 No Other Payments . For the avoidance of doubt, the Parties agree that except as expressly set out herein, AZUR shall not be liable for any payment to INTELGENX whatsoever, including any additional license fee or milestone payment in respect of the exploitation of the INTELGENX Technology under this Agreement.

5.11 Audit . INTELGENX shall have the right, at its own expense, for any period during which the Product is sold by AZUR hereunder and for one (1) year thereafter, to have an independent public accountant, reasonably acceptable to AZUR, audit AZUR's financial books and records of account pertaining to Net Sales. All such audits shall be conducted not more than once per year, during normal business hours, and upon reasonable prior notice. Notwithstanding the foregoing, in no event shall INTELGENX have the right to audit any period previously audited or to audit any period ending more than two years prior to the date such audit is commenced. Any amounts determined pursuant to any such audit to have been overpaid or underpaid by AZUR shall promptly be refunded to AZUR or paid to INTELGENX, as applicable. In the event that any such audit reveals an underpayment by AZUR of more than five percent (5%), AZUR shall reimburse INTELGENX for the expense of such audit. Notwithstanding the foregoing, in the event that AZUR disagrees with the conclusions of any such audit, the Parties shall submit such dispute to the exclusive jurisdiction of the State of New York in accordance with Section 15.04 and no payment shall be made pursuant to this Section 5.11 pending the outcome of such arbitration. As a condition to such audit, the independent public accountant selected shall execute a written agreement, reasonably satisfactory in form and substance to AZUR, to maintain in confidence all information obtained during the course of any such audit except for disclosure as necessary for the above purpose and all reasonable documents will be delivered to the auditor under these confidential terms. Additionally no auditor may be employed on a contingency basis.

Article 6. Representations and Warranties

6.01 The Parties represent and warrant to the other that:

6.01.1 this Agreement shall constitute a legal, valid and binding agreement enforceable against them in accordance with its terms, and each Party has full right, power and authority to enter into and perform its obligations under this Agreement; and

6.01.2 the performance by each Party of any of their obligations hereunder shall not contravene or result in any material breach or default of any of the Parties under any applicable agreement.

6.02 INTELGENX represents and warrants to Azur that:

6.02.1 it is the sole owner of the INTELGENX Technology;

6.02.2 to the best of its knowledge and following reasonable due diligence (i) it has the right to use and exploit the INTELGENX Technology as contemplated hereby; (ii) there are no intellectual property rights of a third party that would be violated or infringed by INTELGENX or AZUR applying the Intellectual Property Rights in the INTELGENX Technology for the purpose of this Agreement or making, having made, importing, using, offering for sale or selling the Product; and (iii) INTELGENX has not been notified by a third party of any alleged infringement of third party intellectual property rights in connection with the exercise of the rights in the INTELGENX Technology;

6.02.3 INTELGENX has provided AZUR with a comprehensive infringement search with respect to the INTELGENX Technology, in the United States and such other countries INTELGENX has reasonably determined that such search should be undertaken. INTELGENX covenants that it will provide an update of such searches, within thirty (30) days of the first anniversary date of this Agreement. AZUR shall bear one half of the vouched-for cost of such search, up to a maximum of US$[*****];

6.02.4 to the best of its knowledge and following reasonable due diligence, the INTELGENX Technology is valid and enforceable in the Territory. No opposition is pending to the grant of any patent application therein;

6.02.5 the Intellectual Property Rights licensed to AZUR under this Agreement together comprise all the Intellectual Property Rights which are (i) owned by, licensed to or controlled by INTELGENX and its Affiliates, (ii) related to proprietary tabletting technology and (iii) applicable to the making, using, or selling of the Products;

6.02.6 without prejudice to the generality of Section 6.01.2, INTELGENX has no obligation to Novovax Inc. or any of its Affiliates (together " **Novovax** ") with respect to the INTELGENX Technology or which does or may prevent INTELGENX or AZUR from freely exercising their respective rights under this Agreement or from performing their respective obligations.

6.03 Disclaimer . The representations and warranties given by the Parties in accordance with this Article 6 and in Section 2.01 are in lieu of all other representations and warranties, express or implied, including, but not limited to, the warranties of merchantability and fitness for a particular purpose. Without limiting the generality of the foregoing, each Party expressly disclaims any responsibility for any future predictive value in reports, especially as such may relate to the outcome or the advisability of a development program for the Product. AZUR acknowledges that there can be no guarantee that the Product will, within a certain time period, be successfully developed with regard to fitness for a particular use, feasibility of manufacturing, marketability and all technical, legal and commercial aspects connected thereto.

Article 7. Indemnification

7.01 Each Party (the " **Indemnifying Party** ") shall indemnify and hold harmless the other Party, its Affiliates, the directors, officers and employees or each of them (acting in such capacity) and any other Persons acting on their behalf (the " **Indemnified Parties** ") from, against and in respect of any third party claim, action, demand, loss, damage or liability, any amount paid further to any judgment, appeal or out-of-court settlement (together with interest and penalties) or any amount payable on account of legal fees or disbursements or reasonable attorneys' or experts' fees and disbursements and reasonable costs of investigation (collectively, " **Losses** "), arising from any breach by the Indemnifying Party of its representations and warranties, any failure by the Indemnifying Party to perform or comply with any covenant or other obligation stipulated under or arising out of this Agreement, or any failure by the Indemnifying Party to perform or comply with any obligation under any applicable legislation.

7.02 INTELGENX shall indemnify AZUR, its Affiliates, the directors, officers and employees or each of them (acting in such capacity) and any other Persons acting on its behalf, from and against any claim by or liability to Novovax pursuant to any prior or existing agreement or arrangement between INTELGENX and Novovax.

7.03 AZUR shall indemnify and hold harmless INTELGENX and its directors, officers and employees and any other Persons acting on its behalf, from and against any Losses (including any claims for personal injury, property damage or death) arising from (i) use of the Product by AZUR; (ii) any clinical trials conducted in relation to the Product; and (iii) INTELGENX' use of the Active Ingredients in accordance with the terms of this Agreement and the Development Plan, except to the extent that such Losses arise from INTELGENX' or its subcontractors' breach of any covenant, representation or warranty hereunder, or INTELGENX' gross negligence or wilful misconduct.

7.04 No Indirect, Punitive or Exemplary Damages. Without prejudice to the obligation of either Party to indemnify the other in respect of claims by or liability to a third party, neither Party shall be liable for incidental, consequential, punitive or exemplary damages with respect to, arising out of, or in connection with, this Agreement even if apprised of the likelihood of such damages occurring.

Article 8. Ownership And License Of Intellectual Property

8.01 Should INTELGENX and AZUR jointly develop any Foreground Intellectual Property, such Foreground Intellectual Property shall be jointly owned between INTELGENX and AZUR, provided that:

8.01.1 INTELGENX shall grant, and hereby does grant, AZUR an exclusive, irrevocable, license in the Territory, to such jointly developed Foreground Intellectual Property (including the right to grant sublicenses) to make and have made (subject to Article 9), import, market, distribute, use, offer for sale and sell the Product, except that such license shall not be deemed to permit AZUR to develop technology with a third party using the Foreground Intellectual Property except as contemplated by this Agreement; and

8.01.2 INTELGENX shall be entitled to enter into arrangements with third parties (including, for greater certainty, the right to grant licenses to such third parties) in order to use the Foreground Intellectual Property (for the avoidance of doubt, including the INTELGENX FIP (defined below)), if applicable, with compounds other than the Active Ingredients and/or modify, adapt or improve the Foreground Intellectual Property, if applicable, for use with compounds other than the Active Ingredients, for the eventual manufacturing, marketing, distribution, offering for sale and selling of product other than the Product (and containing a different Active Ingredient) by INTELGENX and/or such third parties. For the avoidance of doubt, the Foreground Intellectual Property (including the INTELGENX FIP) may not be used for the manufacture, marketing, distribution, offering for sale or sale of Product or other product containing the same Active Ingredient, except with AZUR as contemplated hereby.

8.02 Should INTELGENX be solely responsible for developing any Foreground Intellectual Property ("INTELGENX FIP"), INTELGENX shall be the sole and exclusive owner of any such Foreground Intellectual Property, provided that INTELGENX shall grant, and hereby does grant, AZUR an irrevocable, exclusive license in the Territory (including the right to grant sublicenses) to the INTELGENX FIP in order for AZUR to make and have made (subject to Article 9), import, market, distribute, use, offer for sale and sell the Permitted Product.

8.03 To the extent the manufacturing, marketing, distribution, offering for sale and sale of the Product require the use or exploitation of certain portions of INTELGENX' Background Intellectual Property (the " **INTELGENX Non-Severable Background Intellectual Property** "), INTELGENX shall grant, and hereby grants, AZUR a limited, royalty-free, non-exclusive right to use such INTELGENX Non-Severable Background Intellectual Property, and to sublicense such use, solely for the purposes of distributing, offering for sale and selling the Product or having the Product distributed, offered for sale and sold for AZUR by a third party. Except for the foregoing, nothing contained herein shall provide any Party with any right to any Background Intellectual Property of any other Party.

8.04 Any rights granted to either INTELGENX or AZUR under this Article 8 shall terminate upon written notice from the other Party if that first-named Party takes or is required by any Person with proper authority to take, any of the following actions: (i) an assignment, composition or similar act for the benefit of creditors; (ii) an attachment or receiving of assets; (iii) the filing of a petition for bankruptcy, insolvency or relief of debtors or the institution of any proceedings relating to bankruptcy, insolvency or relief of debtors; (iv) committing or threatening to commit any act of bankruptcy; or (v) a winding-up, liquidation or dissolution of the business pursuant to an order of a court of competent jurisdiction.

Article 9. Manufacturing Rights

9.01 Simultaneously with this Agreement, AZUR has entered into a supply agreement (the " **Supply Agreement** ") with Keata Pharma Inc. (" **Keata** "), as INTELGENX hereby acknowledges.

9.02 INTELGENX shall be responsible for making appropriate transfer of such of its technology to Keata as is reasonable or necessary to enable Keata to manufacture the Product for AZUR, including but not limited to the provision of appropriate documentation and visits by its employees or consultants (or receipt in its premises of those of Keata) to assist Keata with the working up and implementation of its manufacturing processes. For the avoidance of doubt, INTELGENX shall have no liability for Keata's failure to supply Product conforming to applicable specifications, other than by reason of breach of this Article 9.

9.03 For the avoidance of doubt, to the extent that Keata is not the sole supplier of the Product pursuant to the Supply Agreement (for example in the event of failure to supply), AZUR shall be entitled to make and have made the PRODUCT. For this purpose, INTELGENX shall upon request and at its own cost:

9.03.1 provide AZUR with any information necessary to give effect to AZUR's right to make and have made the Product and INTELGENX shall provide to AZUR the documentation constituting the required material support, more particularly practical performance advice, shop practice, specifications as to materials to be used and control methods; and

9.03.2 assist AZUR with the working up and use of the technology and with the training of AZUR's or its designee's personnel to the extent which may reasonably be necessary in relation to the manufacture of the Product by AZUR or its designee. In this regard, INTELGENX will receive Azur's or its designee's scientific staff in its premises for certain periods, the term of which will be agreed by the Parties.

Article 10. Confidentiality

10.01 During this Agreement and after termination or expiration of this Agreement for any reason, the receiving party:

10.01.1 may not use Confidential Information for any purpose other than for the performance of its obligations or the exercise of its rights under this Agreement;

10.01.2 may not disclose Confidential Information to any third party; and

10.01.3 shall use reasonable commercial efforts to prevent the unauthorized use or disclosure of Confidential Information.

10.02 Each Party shall cause each of their respective employees, consultants, agents and representatives who shall have access to Confidential Information to sign a written agreement setting forth confidentiality obligations of each such employee, consultant, agent and representative.

10.03 Upon termination or expiration of this Agreement, each party shall promptly, upon request of the other party, return all documents and any copies thereof containing Confidential Information belonging to, or disclosed by, such other party, save that it may retain one copy of the same solely for the purposes of ensuring compliance with this Article 10.

10.04 Any breach of this Article 10 by a person informed by one of the Parties shall be considered a breach by that Party itself.

10.05 The Parties agree that the obligations of this Article 10 are necessary and reasonable in order to protect the Parties' respective businesses. The Parties further agree that monetary damages may be inadequate to compensate a Party for any breach by the other Party of its covenants and agreements with respect to confidentiality, and that each Party shall be entitled to seek injunctive or other equitable relief against the threatened or continued breach of those provisions, in addition to with any other remedy which may be available.

Article 11. Term

11.01 This Agreement shall be deemed to have commenced on the Effective Date and shall continue until the fifteenth (15 th) anniversary of the date of this Agreement, or if later upon the expiry of the last patent within the Foreground Intellectual Property and/or the INTELGENX Non-Severable Background Intellectual Property, unless terminated in accordance with the provisions of Sections 11.02 or 11.03 below.

11.02 This Agreement may be terminated by either Party:

11.02.1 if the other fails to perform any of its obligations under this Agreement and such failure is not remedied within thirty (30) days from written notice thereof having been given to such defaulting Party;

11.02.2 upon written notice if such other Party takes or is required by any Person with proper authority to take, any of the following actions: (i) an assignment, composition or similar act for the benefit of creditors; (ii) an attachment or receiving of assets; (iii) the filing of a petition for bankruptcy, insolvency or relief of debtors or the institution of any proceedings relating to bankruptcy, insolvency or relief of debtors; (iv) committing or threatening to commit any act of bankruptcy; or (v) a winding-up, liquidation or dissolution of the business pursuant to an order of a court of competent jurisdiction.

11.03 This Agreement may be terminated by mutual consent of both Parties.

11.04 Termination of this Agreement shall not relieve AZUR of its obligations to pay INTELGENX any fees or costs due as of the effective date of termination.

11.05 Upon expiry of this Agreement or upon its termination other than by reason of the breach of insolvency of AZUR, the licenses granted by INTELGENX to AZUR hereunder shall be converted into non-exclusive, perpetual, fully paid-up, royalty free licenses in the Territory until the later of the 15 th anniversary of this Agreement of the expiry of the last patent within the Foreground Intellectual Property.

11.06 The provisions of Article 7 (indemnification), Article 8 (intellectual property, except as stated in Section 8.04) and), Article 12 (publications), Article 15 (miscellaneous provisions) and Sections 11.04 and 11.06 shall survive notwithstanding termination or expiry of this Agreement without limit in time. The provisions of Article 10 (confidentiality) shall survive for a period of 7 (seven) years following termination or expiry. The provisions of Section 11.05 (audit right) shall continue in force following termination or expiry as it relates to periods prior to termination or expiry in accordance with its terms.

Article 12. Publications

12.01 Neither Party will be entitled to publish articles or make presentations relating to the Project, without the prior written consent of the other Party, which consent shall not be unreasonably withheld; provided that AZUR shall have the right to market the Product as it deems appropriate.

Article 13. Notices

13.01 Any notice to be made by a Party to any other Party shall be sufficiently made if sent by prepaid first class mail or facsimile or delivered by hand to the Party to be served at the address and to the persons appearing below or such other address or Person as may be notified in writing by one Party to the other:

If to INTELGENX:
INTELGENX CORP.
Attention: Chief Executive Officer
6425 Abrams
Ville St-Laurent, Quebec, H4S 1X9
Facsimile: (514) 331-0436

If to AZUR:
AZUR PHARMA INTERNATIONAL II LTD
Attention: Secretary
Clarendon House
2 Church Street
Hamilton HM11 Bermuda
Facsimile: (441) 295-2408

Except in the case of delivery by hand, or evidence to the contrary, the notice shall be deemed to have been made on the day on which such communication ought to have been delivered in due course of postal or facsimiled communication.

Article 14. Publicity

14.01 Subject to Section 14.02, neither Party shall make any public announcement or issue any press release concerning this Agreement and/or the transactions contemplated hereby, or use the name, trade-marks or any other Intellectual Property Right of the other in any advertising, promotional materials or for any other reason, without the other Party's prior written consent, which consent may be withheld at such Party's sole discretion.

14.02 A Party (the " **Disclosing Party** ") will be entitled to make an announcement or public statement concerning the existence, subject matter or any term of this Agreement, or to disclose Confidential Information that the Disclosing Party is required to make or disclose pursuant to (a) a valid order of a court or Governmental Authority or (b) any other requirement of law or any securities or stock exchange; provided that if the Disclosing Party becomes legally required to make such announcement, public statement or disclosure hereunder, the Disclosing Party shall give the other Party prompt notice of such fact to enable the other Party to seek a protective order or other appropriate remedy concerning any such announcement, public statement or disclosure, including confidential treatment and/or appropriate redactions. The Disclosing Party shall fully co-operate with the other Party in connection with that other Party's efforts to obtain any such order or other remedy. If any such order or other remedy does not fully preclude announcement, public statement or disclosure, the Disclosing Party shall make such announcement, public statement or disclosure only to the extent that the same is legally required.

Article 15. Miscellaneous Provisions

15.01 Force Majeure . A Party shall not be in default with respect to the terms of this Agreement because said Party delays performance or fails to perform such terms provided such period or failure is the result of causes beyond the reasonable control of such Party. Causes reasonably beyond the control of a Party are limited to revolutions, civil disobedience, fires, acts of God, war, or public enemies, blockades, embargoes, strikes, labour disputes other than disputes induced by said party, delays in transit or deliveries, or impossibility to secure the necessary permits, permissions, raw materials, or equipment, in each case having the effect of preventing or prohibiting a Party from performing its obligations hereunder. "Force Majeure" shall not include failure caused by a party's financial condition, negligence, increased costs, or other similar circumstances.

15.02 Assignment. Neither Party may assign this Agreement or any of its resulting rights or obligations, except as provided hereunder or with the prior written consent of the other Party, which shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, each Party shall be permitted to assign or otherwise transfer its rights and obligations under this Agreement to its Affiliates, without being required to obtain the other party's prior written consent, which shall not be unreasonably withheld or delayed. Either Party may assign its rights hereunder pursuant to a merger, consolidation or sale of all or substantially all its assets.

15.03 Parties Bound . This Agreement shall be binding upon and run for the benefit of the parties, their successors and permitted assigns.

15.04 Choice of Law and Jurisdiction . This Agreement shall be governed by and construed in accordance with the laws of the State of New York. With regard to any dispute which in any way relates to this Agreement, the Parties irrevocably submit to the exclusive jurisdiction of the State and Federal Courts located in New York.

15.05 Titles . The titles of the Articles and Sections of this Agreement are for general information and reference only, and this Agreement shall not be construed by reference to the titles.

15.06 Amendment . This Agreement may not be amended, supplemented or otherwise modified except by an instrument in writing signed by both Parties.

15.07 Entire Agreement. This Agreement, including any schedules attached hereto, together with the Non-Disclosure Agreement entered into between the Parties on March 30, 2007, constitute the entire agreement between the Parties relating to the subject matter hereof and cancels and supersedes any and all prior negotiations, correspondence, understandings and agreements whether oral or written, between the Parties in respect thereof, including the LOI.

15.08 Invalidity. If any term, provision, or clause of this Agreement or any portion of such term, provision or clause is held invalid or unenforceable, the remainder of this Agreement will not be affected thereby and each remaining term, provision or clause or portion thereof will be valid and enforceable to the full extent permitted by law.

15.09 Waiver. A term or condition of this Agreement can be waived or modified only by written consent of all Parties hereto. No failure or delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

15.10 Independent Contractors. This is an agreement between separate legal entities and neither party is the agent or employee of the other for any purpose whatsoever. The Parties do not intend to create a partnership or joint venture between themselves. Neither Party shall have the right to bind the others to any agreement with a Person or to incur any obligation or liability on behalf of the other Party.

15.11 Counterparts . This Agreement may be executed in separate counterparts and all these counterparts shall for all purposes constitute one and the same agreement, notwithstanding that all Parties are not signatories to the same counterpart.

15.12 Further Assurance . Each party shall do and execute, or arrange for the doing and executing of, each necessary act, document and thing reasonably within its power to implement this Agreement.

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by their respective officers thereunto duly authorized.

AZUR PHARMA INTERNATIONAL II LIMITED

By: */s/ Kevin Insley*
Name: Kevin Insley
Title: President
Date: December 7, 2007

INTELGENX CORP.

By: */s/ Horst G. Zerbe*
Name: Horst G. Zerbe
Title: Chief Executive Officer
December 7, 2007

CONFIDENTIAL TREATMENT REQUESTED

Redacted portions are indicated by [*****]

Redacted portions filed separately with the SEC pursuant to a confidential treatment request

Schedule "A"

Composition of Product

[*****]

CONFIDENTIAL TREATMENT REQUESTED

Redacted portions are indicated by [*****]

Redacted portions filed separately with the SEC pursuant to a confidential treatment request

Schedule "B" Development Plan Attached as Gantt Chart

[*****]

CONFIDENTIAL TREATMENT REQUESTED

Redacted portions are indicated by [*****]

Redacted portions filed separately with the SEC pursuant to a confidential treatment request

Schedule "C"

Development Fees

[*****]

Exhibit 31.1

CERTIFICATION PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Horst G. Zerbe, Chief Executive Officer of the IntelGenx Technologies Corporation (the "registrant"), certify that:

1. I have reviewed this annual report on Form 10-K/A of IntelGenx Technologies Corporation;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and we have:

a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of registrant's board of directors (or persons performing the equivalent functions):

a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

September 20, 2011

By: /s/ *Horst G. Zerbe*
Horst G. Zerbe
President and Chief Executive Officer
(Principal Executive Officer)

Exhibit 31.2

CERTIFICATION PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Paul A. Simmons, Chief Financial Officer of IntelGenx Technologies Corporation (the "registrant"), certify that:

1. I have reviewed this annual report on Form 10-K/A of IntelGenx Technologies Corporation;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and we have:

a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of registrant's board of directors (or persons performing the equivalent functions):

a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

September 20, 2011

By: /s/ *Paul A. Simmons*
Paul A. Simmons
Chief Financial Officer
(Principal Financial and Accounting Officer)

Exhibit 32.1

CERTIFICATION PURSUANT TO 18 U.S.C. SECTION 1350, AS ADOPTED PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Annual Report of IntelGenx Technologies Corporation (the "Company") on Form 10-K/A for the period ending December 31, 2010, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Horst Zerbe, Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. Sec. 1350, as adopted pursuant to Sec. 906 of the Sarbanes-Oxley Act of 2002, that, to the best of my knowledge and belief:

(1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

A signed original of this written statement required by Section 906, or other document authenticating, acknowledging, or otherwise adopting the signature that appears in typed form within the electronic version of this written statement has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request. The foregoing certifications are accompanying the Company's Form 10-K/A solely pursuant to section 906 of the Sarbanes-Oxley Act of 2002 (subsections (a) and (b) of section 1350, chapter 63 of title 18, United States Code) and is not being filed as part of the Form 10-K/A or as a separate disclosure document.

September 20, 2011

By: /s/ *Horst G. Zerbe*
Horst G. Zerbe
President and Chief Executive Officer
(Principal Executive Officer)

Exhibit 32.2

CERTIFICATION PURSUANT TO 18 U.S.C. SECTION 1350, AS ADOPTED PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Annual Report of IntelGenx Technologies Corporation (the "Company") on Form 10-K/A for the period ending December 31, 2010, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Paul A. Simmons, Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. Sec. 1350, as adopted pursuant to Sec. 906 of the Sarbanes-Oxley Act of 2002, that, to the best of my knowledge and belief:

(1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

A signed original of this written statement required by Section 906, or other document authenticating, acknowledging, or otherwise adopting the signature that appears in typed form within the electronic version of this written statement has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request. The foregoing certifications are accompanying the Company's Form 10-K/A solely pursuant to section 906 of the Sarbanes-Oxley Act of 2002 (subsections (a) and (b) of section 1350, chapter 63 of title 18, United States Code) and is not being filed as part of the Form 10-K/A or as a separate disclosure document.

September 20, 2011

By: /s/ *Paul A. Simmons*
Paul A. Simmons
Chief Financial Officer
(Principal Financial and Accounting Officer)