

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 13D

Under the Securities Exchange Act of 1934

Corporate Road Show.Com Inc.

(Name of Issuer)

Common Stock, par value \$0.0001 per share

(Title of Class of Securities)

22003E100

(CUSIP Number)

Sung-Kee Chung
756 Jigok-dong Postech Faculty APT 9-201
Pohang, Korea 790-751
82 (54) 279-2103

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

January 11, 2005

(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of Sections 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 (the "Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act.

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1 NAMES OF REPORTING PERSONS
I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS
Sung-Kee Chung Not Applicable

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP* (a)
(b)

3 SEC USE ONLY

4 SOURCE OF FUNDS
PF, OO

5 CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO
ITEMS 2(d) or 2(e)

6 CITIZENSHIP OR PLACE OF ORGANIZATION
U.S.A.

7 SOLE VOTING POWER
NUMBER OF 163,800,000
SHARES

8 SHARED VOTING POWER
BENEFICIALLY OWNED BY

9 SOLE DISPOSITIVE POWER
EACH REPORTING PERSON

10 SHARED DISPOSITIVE POWER
WITH

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON
163,800,000

12 CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN
SHARES

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)
56.5%

14 TYPE OF REPORTING PERSON
IN

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Item 1. Security and Issuer.

This statement relates to the common stock, par value \$0.0001 per share (the "Common Stock"), of Corporate Road Show.Com Inc., a New York corporation (the "Issuer"). The Issuer's principal executive office is located at 80 Orville Drive, Suite 100, Bohemia, New York 11716.

Item 2. Identity and Background.

This statement is being filed by Sung-Kee Chung, a citizen of the United States. Dr. Chung is a professor at Pohang University of Sciences & Technology, and resides at 756 Jigok-dong, Postech Faculty APT 9-201, Pohang 790-751, Korea.

During the last five years, Dr. Chung has not (i) been convicted in a criminal proceeding (excluding traffic violations or similar

misdemeanors), or (ii) been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction as a result of which Dr. Chung was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

Item 3. Source and Amount of Funds or Other Consideration.

Dr. Chung paid \$420,000 for the acquisition of 163,800,000 shares of Common Stock, including certain finder's fees described under Item 6 below and other transaction costs. The source of funds was personal funds in the amount of \$120,000 and a non-interest bearing loan, payable upon demand, from Mrs. Sung Sook Park, in the amount of \$300,000.

Item 4. Purpose of Transaction.

The shares of the Issuer were acquired by Dr. Chung for investment purposes and to acquire a substantial and controlling interest in the Issuer. On January 20, 2005, the Issuer entered into an Agreement and Plan of Merger (the "Merger Agreement") with CRS Merger Sub, Inc., a Delaware corporation and wholly owned subsidiary of the Issuer ("Merger Sub"), CRS Delaware, Inc., a Delaware corporation and wholly owned subsidiary of the Issuer ("CRS Delaware"), and Rexahn, Corp, a Maryland corporation ("Rexahn"), pursuant to which Merger Sub will be merged with and into Rexahn, with Rexahn as the surviving corporation (the "Surviving Company") and a wholly owned subsidiary of the Issuer (the "Merger"). As an inducement for, and in consideration of, Rexahn entering into the Merger Agreement, Dr. Chung entered into a Stockholders Agreement dated as of January 20, 2005 (the "Stockholders Agreement"). Rexahn did not pay additional consideration to Dr. Chung in connection with the execution and delivery of the Stockholders Agreement.

The Merger is subject to the approval of the Rexahn stockholders. In addition the Merger is subject to the consummation, immediately prior to the Merger, of (i) the Issuer's

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1-for-100 reverse stock split (the "Reverse Stock Split"), (ii) the Issuer's reincorporation from New York to Delaware (the "Reincorporation") and (iii) the Issuer's name change to "Rexahn Pharmaceuticals, Inc." (the "Name Change"), each of which is subject to the approval of the Issuer's stockholders.

Pursuant to the Merger Agreement, following the Merger, (i) the Board of Directors of the Issuer is expected to be reconstituted with the members of the Rexahn Board of Directors, (ii) the executive officers of Rexahn will become the executive officers of the Issuer and (iii) the Issuer will discontinue its current business operations and will assume the business of Rexahn.

Pursuant to the Stockholders Agreement, Dr. Chung has agreed to vote all of his shares of Common Stock (i) in favor of the transactions contemplated by the Merger Agreement (including, but not limited to, the Reverse Stock Split, the Reincorporation and the Name Change) and (ii) against any action or proposal that could reasonably be expected to result in the failure of any of the conditions to the obligations of the parties in the Merger Agreement with respect to the Merger or otherwise prevent, delay or interfere with the consummation of the Merger.

Copies of the Merger Agreement and the Stockholders Agreement are filed as Exhibits 1 and 2, respectively, and are incorporated herein by reference.

Item 5. Interest in Securities of the Issuer.

(a) As of the date hereof, Dr. Chung beneficially owns 163,800,000 shares, representing 56.5% of the outstanding shares of Common Stock. This percentage is based upon the Issuer's statement as to the number of outstanding shares of Common Stock as set forth in its Quarterly Report on Form

10-QSB for the quarterly period ended September 30, 2004, filed with the Securities and Exchange Commission on November 12, 2004.

(b) Dr. Chung has the sole power to vote or to direct the vote, and dispose or direct the disposition, of all 163,800,000 shares of Common Stock owned by him.

(c) Except for the acquisition reported herein, Dr. Chung has not effected any other transaction in the Common Stock within the past 60 days.

(d) No other person is known to have the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale of, the shares of Common Stock purchased by Dr. Chung.

(e) Not applicable.

Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer.

Dr. Chung does not have any contracts, arrangements, understandings or relationship (legal or otherwise) with any person with respect to the Common Stock, including but not limited to transfer or voting thereof, finder's fees, joint ventures, loan or option agreements, puts or calls, guarantees of profits, division of profits or loss, or the giving

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or withholding of proxies, other than (i) an understanding to pay finder's fees not to exceed \$119,000 payable to NeXend Consulting, Inc. related to the acquisition of the shares of Common Stock and (ii) the Stockholders Agreement described in Item 4 above, which description is incorporated by reference in this Item 6.

Item 7. Material to be Filed as Exhibits.

Exhibit 1. Agreement and Plan of Merger, dated as of January 20, 2005, by and among the Issuer, Merger Sub, CRS Delaware and Rexahn is incorporated by reference to Exhibit 2.1 to the Issuer's Current Report on Form 8-K filed on January 21, 2005.

Exhibit 2. Stockholders Agreement dated as of January 20, 2005 by Sung-Kee Chung in favor of Rexahn.

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SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I hereby certify that the information set forth in this statement is true, complete and correct.

Dated: January 21, 2005

/s/ Sung-Kee Chung

Sung-Kee Chung

Exhibit 2
Stockholders Agreement

January 20, 2005

To Rexahn, Corp:

Re: Merger of CRS Merger Sub, Inc. and Rexahn, Corp

Dear Sirs:

The undersigned, the owner of shares of common stock, par value \$.0001 per share (the "Company Common Stock"), of Corporate Road Show.Com, Inc., a New York corporation (the "Company"), understands that, pursuant to the Agreement and Plan of Merger dated as of January 20, 2005 (the "Merger Agreement") by and among the Company, CRS Merger Sub, Inc., a Delaware corporation and a wholly owned subsidiary of the Company ("Merger Sub"), CRS Delaware, Inc., a Delaware corporation and a wholly owned subsidiary of the Company ("CRS Delaware"), and Rexahn, Corp, a Maryland corporation ("Rexahn"), Merger Sub will merge with and into Rexahn (the "Merger"), with Rexahn as the surviving corporation. As a condition to its willingness to approve the terms of and to enter into the Merger Agreement, Rexahn has required that the undersigned deliver this letter (this "Letter").

In recognition of the benefits that the Merger will confer upon the undersigned as a stockholder of the Company, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned agrees that he, she or it will vote, or cause to be voted, all of the shares of Company Common Stock owned by the undersigned (and any and all securities issued or issuable in respect thereof) which the undersigned is entitled to vote, at any meeting of stockholders of the Company or at any adjournment or postponement thereof or in connection with any other action, including action by written consent, (x) in favor of the transactions contemplated by the Merger Agreement (including, but not limited to, the 1-for-100 reverse stock split, the reincorporation of the Company as a Delaware corporation and the name change of the Company to "Rexahn Pharmaceuticals, Inc.") and (y) against any action or proposal that could reasonably be expected to result in the failure to satisfy any of the conditions to the obligations of the parties in the Merger Agreement with respect to the Merger or otherwise prevent, interfere with or delay the consummation of the Merger. Furthermore, the undersigned agrees that he, she or it will not (i) sell, assign, pledge or otherwise transfer or dispose of any shares of Company Common Stock owned by the undersigned or create or suffer to exist any lien, charge or encumbrance upon any shares of Company Common Stock owned by the undersigned, (ii) agree or consent to relinquish or limit any

right which the undersigned has or may exercise to vote or to direct the manner of voting of any shares of Company Common Stock or (iii) enter into any agreement, commitment or arrangement by which any other person or entity would acquire any right to vote or to direct the manner of voting any shares of Company Common Stock owned by the undersigned.

The obligations under this Letter will terminate upon the earlier to occur of (i) the conclusion of the meeting of the Company's stockholders called to vote on the transactions contemplated by the Merger Agreement (including, but not limited to, the 1-for-100 reverse stock split, the reincorporation of the Company as a Delaware corporation and the name change of the Company to "Rexahn Pharmaceuticals, Inc.") and any adjournment thereof or (ii) the termination of the Merger Agreement in accordance with its terms.

This Letter shall apply to the undersigned in his, her or its capacity as a stockholder of the Company.

Very truly yours,

/s/ Sung Kee Chung

Sung Kee Chung

