

ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS is made and dated as of the 22nd day of March, 2002, by **Bioglan Pharma Plc (in liquidation)**, a corporation organized under the laws of England and Wales ("**Assignor**"), and Bioglan Pharmaceuticals Company (formerly known as Q-Bioglan, Inc.), a corporation organized under the laws of the State of North Carolina, U.S.A. ("**Assignee**").

Assignee and Assignor are parties to an Asset Purchase Agreement dated as of March 22, 2002 (the "**Purchase Agreement**"), pursuant to which Assignor has agreed to sell to Assignee, and Assignee has agreed to buy from Assignor, certain assets, including without limitation certain of the trademarks of Assignor. Pursuant to the Purchase Agreement, Assignor desires to assign to Assignee, and Assignee desires to accept, all of Assignor's worldwide right, title and interest in, to and under the United States trademark set forth on Schedule A attached hereto (the "**Mark**").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign, transfer, sell, convey and grant to Assignee, and Assignee hereby accepts, all of Assignor's worldwide right, title and interest in, to and under the Mark, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of the Mark, whether arising prior to or subsequent to the date of this Assignment of Trademarks, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in any applicable jurisdiction, the same to be held and enjoyed by Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment of Trademarks not been made.

IN WITNESS WHEREOF, Assignor has caused this Assignment of Trademarks to be duly executed as of the date first above written.

**BIOGLAN PHARMA PLC (in liquidation)
acting by its
liquidators (without personal liability)**

By:  _____
David Duggins

SCHEDULE A

Trademarks

Trademark	Country	Reg. No. and Date	Reg. Owner
B-LIFTX (AND DESIGN)	United States of America	2125549 12/30/97	Bioglan Pharma Plc