

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sirius Laboratories, Inc.		04/13/2005	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	The Theraplex Company, LLC		
Street Address:	6410 Poplar Ave., Suite 190		
City:	Memphis		
State/Country:	TENNESSEE		
Postal Code:	38119		
Entity Type:	Limited Liability Company:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78335167	THERAPLEX	
CORRESPONDENCE DATA			
Fax Number:	(901)685-6122		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	jeff@pietrangelocook.com		
Correspondent Name:	J. Jeffrey Coons		
Address Line 1:	6410 Poplar Ave., Suite 190		
Address Line 4:	Memphis, TENNESSEE 38119		
NAME OF SUBMITTER:	J. Jeffrey Coons		
Signature:	/jjc/		
Date:	05/19/2005		

Total Attachments: 3
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**TRADEMARK
 REEL: 003087 FRAME: 0918**

OP \$40.00 78335167

TRADEMARK ASSIGNMENT AND REGISTRATION AGREEMENT

This **TRADEMARK ASSIGNMENT AND REGISTRATION AGREEMENT** (this "Assignment") is entered into this 13th day of April, 2005, by and between **SIRIUS LABORATORIES, INC.**, an Illinois corporation (the "Assignor"), as assignor, in favor of **THE THERAPLEX COMPANY, LLC**, a Tennessee limited liability company ("Assignee"), as assignee, with reference to the following facts and circumstances:

Assignor and Assignee have entered into that certain Purchase Agreement, dated April 6, 2005, which, along with the promises contained herein, constitute mutual consideration for the promises herein;

Assignor is the sole owner of the trademark application for registration in the United States and is the sole owner of said Trademark for use throughout the World (the "Trademark") as shown Exhibit A attached hereto and incorporated herein by reference.

WHEREAS, Assignee desires to acquire all right, title and interest in and to the Trademark and related rights.

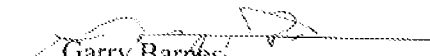
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign and transfer unto Assignee all right, title and interest of Assignor in and to the Trademark, together with the other marks and goodwill of the business symbolized by the marks, together with all common law rights associated therewith, as well as its entire right, title and interest in and to all State registrations of the marks heretofore granted or applied for, any and all common law rights to the Trademark in the United States and any State thereof, and any other location throughout the World, and any and all claims and demands it may have either at law or in equity arising out of any past infringements.

Assignor does hereby expressly agree that Assignee may without consent from Assignor, undertake procedures to record the transfer of the Trademark to Assignee in the United States Patent and Trademark Office. Assignor shall execute and deliver such other documents and instruments, provide such materials and information and take such other actions as may reasonably be necessary, proper or advisable, to the extent permitted by law, to fulfill its obligations under this Assignment.

Further, Assignor agrees, at Assignor's sole cost, to assume the responsibility of continuing the process of application for registration of the Trademark in the United States and agrees to use its best efforts to obtain such registered Trademark in the name of and for the benefit of Assignee on or before June 30, 2005.

... and caused his assignment to be executed by its officer(s) thereunto duly authorized.

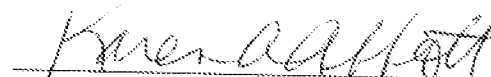
SIRIUS LABORATORIES, INC.


Garry Barnes
President and CEO

STATE OF Illinois)
COUNTY OF Lake)

On April 13, 2005, before me a Notary Public, personally appeared Garry Barnes, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.


Notary Public

My Commission Expires: 11-21-2005

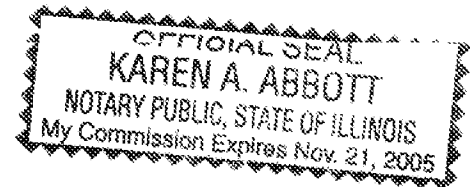


EXHIBIT A TO TRADEMARK ASSIGNMENT
TRADEMARK

UNITED STATES

Mark

Serial No.

THERAPLEX

78335167