

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Cortex Biochem, Inc.		04/07/2008	CORPORATION:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Promega Corporation		
<b>Street Address:</b>	2800 Woods Hollow Road		
<b>City:</b>	Madison		
<b>State/Country:</b>	WISCONSIN		
<b>Postal Code:</b>	53711		
<b>Entity Type:</b>	CORPORATION:		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Serial Number:	76289336	MAGAPHASE	
Serial Number:	76289332	MAGABEADS	
Serial Number:	76344511	MAGAZORB	
Serial Number:	76289335	MAGACELL	
Serial Number:	76289334	MAGACROLEIN	
Serial Number:	76289331	MAGACHARC	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(608)277-2660		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(608) 298-4833		
<b>Email:</b>	jana.eckerle@promega.com		
<b>Correspondent Name:</b>	Jana Eckerle		
<b>Address Line 1:</b>	2800 Woods Hollow Road		
<b>Address Line 4:</b>	Madison, WISCONSIN 53711		
<b>NAME OF SUBMITTER:</b>	Jana Eckerle		

OP \$165.00 76289336

Signature:

/Jana Eckerle/

Date:

04/24/2008

Total Attachments: 2

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TRADEMARK ASSIGNMENT

This Assignment ("Assignment") is made effective as of the 7 day of April, 2008, from Cortex Biochem, Inc., with its principal place of business at 1933 Davis Street, Suite 321, San Leandro, California 94577 ("Assignor"), to Promega Corporation, with its principal place of business at 2800 Woods Hollow Road, Madison, Wisconsin 53711 ("Assignee").

WHEREAS, Assignor is the owner of the trademarks (the "Marks") as listed and described in Exhibit A, attached hereto and incorporated by reference herein, together with the goodwill of the business symbolized thereby in connection with the goods on which the Marks are used ("the Products");

WHEREAS, Assignor desires to convey, transfer, assign, deliver, and contribute to Assignee all of its right, title, and interest in and to the Marks;

WHEREAS, Assignee desires to acquire all right, title and interest in and to the Marks; and

NOW, THEREFORE, in consideration of the payment of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby conveys, transfers, assigns, delivers, and contributes to Assignee all of Assignor's right, title, and interest of whatever kind in and to the Marks and all applications and registration related thereto, together with: (1) the goodwill of the business relating to the Products in respect upon which the Marks are used and for which they are registered; (2) all income, royalties, and damages hereafter due or payable to Assignor with respect to the Marks, including without limitation, damages and payments for past or future infringements and misappropriations of the Marks; and (3) all rights to sue for past, present and future infringements or misappropriations of the Marks for Assignee's own use and benefit and for the use and benefit of its successors, assigns or other legal representatives as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

Assignor also hereby assigns its foreign rights in and to the Marks in all trademark granting countries of the world, including the right to file applications or obtain trademark registrations in its own name in said countries under the terms of the Paris Convention for the Protection of Intellectual Property, together with all of Assignor's rights of priority and all other rights under any and all international agreements to which the United States adheres. Assignor hereby authorizes and requests any official, whose duty it is to issue in any country trademark registration, to issue trademark registrations to Assignee or its nominees, successors or assigns, as Assignee may from time-to-time request.

Assignor further covenants that it will execute all documents, papers, forms and authorizations and take all other actions that may be necessary for securing, completing, or vesting in Assignee, full right, title, and interest in the Marks.

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Assignment, as of the day and year first above written.

Cortex Biochem, Inc.

By: [Signature]
Name: William A Linton
Title: President

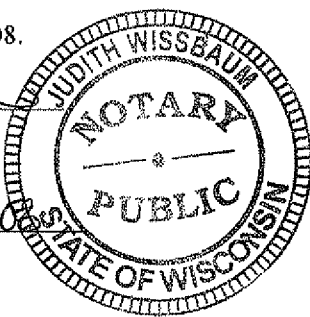
Promega Corporation

By: [Signature]
Name: William A Linton
Title: Chairman and CEO

Subscribed and sworn to before me this 7 day of April, 2008.

Judith Wissbaum
Notary Public,
Dane County, State of Wisconsin

My commission is/expires: 4/27/08



LEGAL/APPROVED AS TO FORM
[Signature] (INITIALS)
4/5/08 (DATE)

**EXHIBIT A**  
**TRADEMARKS**

<b>Mark</b>	<b>Serial No.</b>	<b>Registration No.</b>	<b>Registration Date</b>
1. MAGAPHASE	76289336	2701872	April 1, 2003
2. MAGABEADS	76289332	2627966	October 1, 2002
3. MAGAZORB	76344511	2854399	June 15, 2004
4. MAGACELL	76289335	2627968	October 1, 2002
5. MAGACROLEIN	76289334	2627967	October 1, 2002
6. MAGACHARC	76289331	2627965	October 1, 2002