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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
Cortex Biochem, Inc.		04/07/2008	CORPORATION:

RECEIVING PARTY DATA

Name:	Promega Corporation		
Street Address:	2800 Woods Hollow Road		
City:	Madison		
State/Country:	WISCONSIN		
Postal Code:	53711		
Entity Type:	CORPORATION:		

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark	
Serial Number:	76289336	MAGAPHASE	
Serial Number:	76289332	MAGABEADS	
Serial Number:	76344511	MAGAZORB	
Serial Number:	76289335	MAGACELL	
Serial Number:	76289334	MAGACROLEIN	
Serial Number:	76289331	MAGACHARC	

CORRESPONDENCE DATA

900106423

Fax Number: (608)258-4258

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 608-258-4272

Email: PTOMailMadison@foley.com, jwalden@foley.com

Correspondent Name: Mark A. Kassel
Address Line 1: 150 E Gilman Street

Address Line 4: Madison, WISCONSIN 53703-1481

ATTORNEY DOCKET NUMBER: 019017-0453 TO 0457, 0459

TRADEMARK

REEL: 003776 FRAME: 0695

NAME OF SUBMITTER:	Mark A. Kassel
Signature:	/Mark A. Kassel/
Date:	05/13/2008
Total Attachments: 2 source=Assignment signed#page1.tif source=Assignment signed#page2.tif	

TRADEMARK REEL: 003776 FRAME: 0696

TRADEMARK ASSIGNMENT

This Assignment ("Assignment") is made effective as of the ____ day of __Aori _____, 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. Title: Subscribed and sworn to before me day of April , 2008. LEGAL/APPROVED AS TO FORM

Notary Public,

Dane County, State of Wisconsin

My commission is/expires:

INITIALS)

TRADEMARK

REEL: 003776 FRAME: 0697

EXHIBIT A

TRADEMARKS

			47
Mark	Serial No.	Registration No.	Registration Date
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

RECORDED: 05/13/2008

TRADEMARK REEL: 003776 FRAME: 0698