

Form PTO-1595 (Rev. 03-11)  
OMB No. 0651-0027 (exp. 03/31/2012)

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

### RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

#### 1. Name of conveying party(ies)

Biovail Laboratories International Inc.

Additional name(s) of conveying party(ies) attached?  Yes  No

#### 2. Name and address of receiving party(ies)

Name: Cortex Pharmaceuticals Inc.

Internal Address: \_\_\_\_\_

Street Address: 15241 Barranca Parkway

City: Irvine

State: California

Country: U.S.A. Zip: 92618

Additional name(s) & address(es) attached?  Yes  No

#### 3. Nature of conveyance/Execution Date(s):

Execution Date(s) March 18, 2011

- Assignment  Merger
- Security Agreement  Change of Name
- Joint Research Agreement
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other \_\_\_\_\_

#### 4. Application or patent number(s):

This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

12/451,515

Additional numbers attached?  Yes  No

#### 5. Name and address to whom correspondence concerning document should be mailed:

Name: Henry D. Coleman

Internal Address: \_\_\_\_\_

Street Address: 714 Colorado Avenue

City: Bridgeport

State: CT Zip: 06605

Phone Number: (203) 366-3560

Fax Number: (203) 335-5779

Email Address: \_\_\_\_\_

#### 6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00

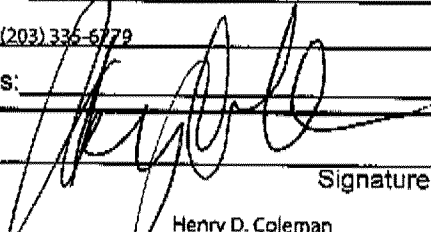
- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

#### 8. Payment Information

Deposit Account Number 04-0838

Authorized User Name Henry D. Coleman

#### 9. Signature:



Signature \_\_\_\_\_ Date \_\_\_\_\_

Henry D. Coleman  
Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 5

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

CH \$40.00 040838 12451515

*Family 6***EXECUTION COPY****ASSIGNMENT**

WHEREAS, **BIOVAIL LABORATORIES INTERNATIONAL SRL**, hereinafter referred to as the Assignor, whose full post office address is: **Welches, Christ Church, Barbados, BB17154, West Indies** possesses the full right, title and interest for an invention entitled:

**DI-SUBSTITUTED AMIDES FOR ENHANCING GLUTAMATERGIC SYNAPTIC RESPONSES**

hereinafter referred to as the "Invention", as fully set forth and described in the patents and patent applications, hereinafter referred to as the "Applications", identified in "Schedule A" attached hereto and any subsequent patent applications claiming priority thereto.

AND WHEREAS, **CORTEX PHARMACEUTICALS, INC.**, hereinafter referred to as the Assignee, whose full post office address is: **15241 Barranca Parkway, Irvine, California, USA, 92618**, desires to acquire the entire right, title and interest in and to the aforementioned Invention.

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor hereby confirms that it has sold, assigned, transferred and conveyed, and for greater certainty does hereby sell, assign, transfer and convey to the Assignee its successors, assigns, nominees or other legal representatives, the entire right, title and interest in the United States (US) and all other foreign countries throughout the world in and to the Invention, including any tangible materials embodied in or encompassed by the Invention and any trade secrets pertaining to the Invention, and any improvements thereon, together with its entire right title and interest in and to the Applications and any and all Letters Patent that may issue for the Invention, including any and all divisions, reissues, continuations, continuations-in-part, renewals, substitutes and extensions of the Applications, to the full end of the term for which each said Letters Patent may be granted, and including any right to claim priority based on the Applications, the same to be held and enjoyed as fully and completely as the same would have been held and enjoyed by the Assignor had this Assignment not been made. The aforesaid assignment includes the right in and to all income, royalties, damages and payments now or hereafter due or payable with respect to any Letters Patent which is or may be granted, and in and to all causes of action (either in law or in equity), and the right to sue, counterclaim, and recover for past, present and future infringement of the rights assigned or to be assigned under this Assignment.

AND the Assignor hereby authorizes and requests the appropriate governmental officials to issue any and all such US or foreign Letters Patent under said Invention, or resulting from any of said applications thereof, to the Assignee, as the assignee of the entire right, title and interest in and to the same.

AND the Assignor hereby represents, warrants and covenants that it has the full right to convey the entire interest herein assigned, that it has not executed and will not execute any instrument or assignment in conflict herewith, and that the rights assigned herein are not otherwise encumbered by any grant, license or right.

***Family 6***

AND the Assignor, on behalf of itself and its executors and administrators, does hereby covenant and agree to do all such lawful acts and things and to execute without further consideration such further lawful assignments, documents, assurances, applications and other instruments as may reasonably be required or deemed necessary by the Assignee, its successors, assigns, nominees or other legal representatives, to secure to and obtain the Invention and related rights, including any and all Letters Patent for the Invention, and vest the same in said Assignee, its successors, assigns, nominees or other legal representatives.

AND the Assignee does hereby confirm and accept this assignment.

Family 6

IN WITNESS WHEREOF the parties hereto have caused this Assignment to be executed by their duly authorized officers the day and year first here written.

DATED at Barbados this 16<sup>th</sup> day of March, 2011.

Executed on behalf of  
**Biovail Laboratories International SRL**

By: Rochelle Seide  
Name: **Rochelle Seide**  
Capacity: **Vice President, Intellectual Property**

STAMP DUTY: \$10.00  
AMOUNT PAID: \$10.00  
RECEIPT NO: 430003  
DATE: 2011-02-16  
SIGNATURE: [Signature]

On this 16 day of March, 2011, personally appeared before me the above named: ROCHELLE SEIDE being the INDIVIDUAL, to me personally known, and known by me to be the same person described in and who executed the foregoing instrument, and acknowledged that they executed same, and were entitled to do so on this very day, in a right and binding matter, as their free act and deed and for the purposes set forth, on the day and year aforesaid.

D. Blackman  
Name: D. Blackman  
ASST REGISTRAR AND AS SUCH A NOTARY PUBLIC IN A Notary Public in and for BARBADOS  
AND FOR BARBADOS.

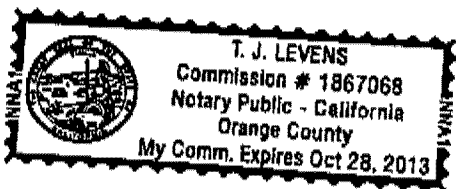
DATED at Irvine this 18<sup>th</sup> day of March, 2011.

Executed on behalf of  
**Cortex Pharmaceuticals, Inc.**

By: Mark A Varney  
Name: **Mark A Varney**  
Capacity: **President & CEO**

On this 18 day of MARCH, 2011, personally appeared before me the above named: MARK A. VARNEY being the PRESIDENT & CEO, to me personally known, and known by me to be the same person described in and who executed the foregoing instrument, and acknowledged that he/she executed same, as his/her free act and deed and for the purposes set forth, on the day and year aforesaid.

T. J. Levens  
Name: T. J. Levens  
A Notary Public in and for CALIFORNIA



## Family 6

**SCHEDULE "A"  
TO ASSIGNMENT DATED  
MARCH 16, 2011**

P220-AR-NP	Argentina	NP	5/19/2008	80102127	Pending
P220-AU-PCT	Australia	PCT	5/16/2008	2008254960	Pending
P220-CA-PCT	Canada	PCT	5/16/2008	2685858	Pending
P220-CL-NP	Chile	NP	5/19/2008	14652008	Pending
P220-CN-PCT	China	PCT	5/16/2008	200880023572.4	Pending
P220-EA-EAT	Eurasian Procedure	EAT	5/16/2008	200901546	Pending
P220-EP-EPT	European Procedure (Patents)	EPT	5/16/2008	8767737.3	Pending
P220-ID-PCT	Indonesia	PCT	5/16/2008	W00-2009-3208	Pending
P220-IL-PCT	Israel	PCT	5/16/2008	202187	Pending
P220-IN-PCT	India	PCT	5/16/2008	4322/KOLNP/2009	Pending
P220-JP-PCT	Japan	PCT	5/16/2008	2010-508435	Pending
P220-KR-PCT	South Korea / Republic of Korea	PCT	5/16/2008	2009-7025525	Pending
P220-MX-PCT	Mexico	PCT	5/16/2008	MX/a/2009/012430	Pending
P220-MY-PCT	Malaysia	PCT	5/16/2008	PI20094883	Pending
P220-NZ-PCT	New Zealand	PCT	5/16/2008	582035	Pending
P220-PE-NP	Peru	NP	5/19/2008	8562008	Pending
P220-SG-PCT	Singapore	PCT	5/16/2008	200907597-9	Pending
P220-TW-NP	Taiwan	NP	5/16/2008	97118129	Pending
P220-US-PCT	United States Of America	PCT	5/16/2008	12/451,515	Pending
P220-US-PSP	United States Of America	PSP	5/17/2007	60/930,633	Expired
P220-US- PSP[2]	United States Of America	PSP (2)	7/2/2007	60/958,069	Expired
P220-VN-PCT	Vietnam	PCT	5/16/2008	1-2009-02741	Pending
P220-WO-PCT	International Procedure	PCT	5/16/2008	PCT/US2008/006271	Expired
P220-ZA-PCT	South Africa	PCT	5/16/2008	2009/08899	Pending
	Italy				Pending