UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 8-K

CURRENT REPORT
PURSUANT TO SECTION 13 OR 15(D) OF THE
SECURITIES EXCHANGE ACT OF 1934

Date of Report (Date of Earliest Event Reported): **August 8, 2008**

GERON CORPORATION

(Exact name of registrant as specified in its charter)

Delaware	**0-20859**	**75-2287752**
(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification No.)

230 CONSTITUTION DRIVE
MENLO PARK, CALIFORNIA 94025
(Address of principal executive offices, including zip code)

(650) 473-7700
(Registrant's telephone number, including area code)

N/A
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Item 1.01 Entry into a Material Definitive Agreement.

On August 8, 2008, Geron Corporation (the "Company") and Exeter Life Sciences, Inc. ("Exeter") entered into Contribution Agreements whereby the Company and Exeter exchanged their equity interests in Start Licensing, Inc. ("Start") for equity interests in ViaGen, Inc. ("ViaGen"). As a result of the exchange, Start will be a wholly-owned subsidiary of ViaGen.

The merger of Start and ViaGen, combines the full breadth of intellectual property rights to nuclear transfer cloning technology with in-house expertise in advanced reproductive technologies, particularly in cloning, to provide a one-stop licensing and operating company. Ownership of ViaGen immediately following the transaction will be as follows: Exeter – 69%; Geron – 27%; and Smithfield Foods – 4%.

In April 2005, the Company and Exeter established the Start joint venture to manage and license a broad portfolio of intellectual property rights related to animal reproductive technologies. The Company and Exeter owned 49.9% and 50.1% of Start, respectively. In connection with the establishment of Start, the Company granted a worldwide, exclusive, non-transferable license, with the right to sublicense, to its patent rights to nuclear transfer technology for use in animal cloning. These patent rights include patents originally licensed from the Roslin Institute in Edinburgh, Scotland in conjunction with Geron's 1999 acquisition of Roslin BioMed, as well as patents covering technology arising from subsequent animal cloning work that the Company funded at the Roslin Institute. Exeter granted a worldwide, exclusive, non-transferable license, with the right to sublicense, to its patent rights for the use of the Roslin nuclear transfer technology for the production of proteins in milk of animals, as well as rights to other cloning technologies. Both licenses will remain in Start.

Geron has no financial obligations to provide operating capital for Start or ViaGen. The Board of Directors of ViaGen initially shall comprise five members, three of whom (including the Chairman) shall be nominated by Exeter (one a representative from Smithfield Foods) and two of whom shall be nominated by Geron.

The foregoing description does not purport to be complete and is qualified in entirety to the text of the Contribution Agreement, which is filed as Exhibit 10.1 to this Report.

On August 12, 2008, the Company issued a press release announcing the entry into the Contribution Agreement. A copy of the press release is attached as Exhibit 99.1 to this Report.

Item 9.01 Financial Statements and Exhibits.

(a) Financial Statements.

None.

(b) Pro Forma Financial Information

None.

(c) Exhibits:

10.1 Contribution Agreement dated August 8, 2008 between Geron Corporation and ViaGen, Inc.

99.1 Press Release of Geron Corporation dated August 12, 2008.

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

GERON CORPORATION

Date: August 12, 2008

By: /s/ David L. Greenwood
David L. Greenwood
Executive Vice President
Chief Financial Officer

CONTRIBUTION AGREEMENT

This CONTRIBUTION AGREEMENT ("Agreement") is effective as of August 8, 2008 (the "Effective Date") by and between Geron Corporation, a Delaware corporation ("Geron"), and ViaGen, Inc., an Arizona corporation (the "Company").

RECITALS

1. WHEREAS, Geron owns 4,990 shares of the Common Stock of Start Licensing, Inc., a Delaware corporation ("Start"), comprising 49.9% of the issued and outstanding shares of Start (the "Stock"); and

2. WHEREAS, Geron wishes to contribute all of its rights, title and interest in the Stock to the Company in exchange for the Company's issuing to Geron 2,982,648 shares of the Company's Series A Preferred Stock (the "Shares").

NOW THEREFORE, in consideration of the foregoing and the mutual representations, warranties, covenants, and agreements herein contained, Geron and the Company agree as follows:

ARTICLE 1
CONTRIBUTION OF STOCK & ISSUANCE OF SHARES

1.1 **Contribution of Stock.** Subject to the terms and conditions of this Agreement, as of the Effective Date, Geron hereby assigns, transfers, and delivers to the Company, as a contribution, all of the Stock. Upon execution of this Agreement, Geron will deliver the certificates representing the Stock, endorsed to the Company.

1.2 **Issuance of Shares.** Upon the contribution of the Stock by Geron, and as of the Effective Date, the Company will issue the Shares to Geron.

ARTICLE 2
REPRESENTATIONS AND WARRANTIES OF GERON

2.1 **Authority.** Geron has the corporate power, capacity and authority to execute and deliver this Agreement and any other certificate, agreement, document or other instrument to be executed and delivered in connection with the transactions contemplated by this Agreement and to perform Geron's obligations under this Agreement and to consummate the transactions contemplated hereby and thereby. This Agreement has been duly executed and delivered and constitutes the legal, valid, and binding obligation of Geron, enforceable in accordance with its terms.

2.2 **Ownership of Stock.** Geron is the legal and beneficial owner of the Stock and such Stock constitutes all the shares of Start Common Stock owned by Geron. Geron holds the Stock free and clear of all liens, encumbrances, restrictions and claims of every kind. Geron has the legal right, power and authority to enter into this Agreement and to sell, assign, transfer and convey the Stock pursuant to this Agreement and the delivery to the Company of the Stock pursuant to the provisions of this Agreement will transfer to the Company valid title thereto, free and clear of all liens, encumbrances, restrictions and claims of every kind. There are no outstanding options, warrants, rights, calls, commitments, conversion rights, rights of exchange, plans or other agreements of any character providing for the purchase or sale of any Stock by Geron.

2.3 **Government Filings; No Violation.** No notices, reports or other filings are required to be made with, nor are any consents, registrations, approvals, permits or authorizations required to be obtained by Geron from any governmental entity in connection with the execution and delivery of this Agreement and the consummation by Geron of the transactions contemplated hereby, except those that the failure to make or obtain are not, individually or in the aggregate, reasonably likely to prevent, materially delay or materially impair (i) Geron's ability to consummate the transactions contemplated by this Agreement; (ii) the Company's ability to acquire ownership of the Stock, free and clear of any encumbrances; or (iii) the ability of the Company, following the transactions contemplated herein, to conduct any material business or operations of Start in any jurisdiction where such business or operations are now being conducted.

2.4 **No Violations.** The execution, delivery and performance of this Agreement does not, and the consummation of the transactions contemplated hereby will not, constitute or result in (i) a breach or violation of, or a default under, any of Geron's governing documents; (ii) a breach or violation of, or a default under, the acceleration of any obligations under, or the creation of an encumbrance on any assets of Geron pursuant to any contract, mortgage, agreement, deed of trust, license, lease or other instrument, arrangement, commitment, obligation, or restriction ("Contracts") that is binding upon Geron or any Law or governmental or non-governmental permit or license to which Geron is subject; or (iii) any change in the rights or obligations of any party under any of Geron's Contracts, except, in the case of clause (ii) or (iii) above, for any breach, violation, default, acceleration, creation or change that, individually or in the aggregate, is not reasonably likely to prevent, materially delay or materially impair (1) Geron's ability to consummate the transactions contemplated by this Agreement, (2) Company's ability to acquire ownership of the Stock, free and clear of any encumbrances; or (3) the ability of the Company, following consummation of the transactions contemplated herein, to conduct any material business or operations of Start in any jurisdiction where such business or operations are now being conducted. For the purposes of this Agreement, "Law" means ordinances, rules, regulations, bylaws, and codes of all governmental and regulatory authorities, whether federal, state, or local.

2.5 **Litigation.** There is no civil, criminal or administrative suit, action, proceeding, investigation, review or inquiry pending or, to Geron's knowledge after due inquiry, threatened against or affecting Geron or any of its properties or rights, nor is there any judgment, decree, injunction, rule or order of any governmental entity or arbitrator outstanding against or affecting Geron or any of its properties or rights, except such that are not, individually or in the aggregate, reasonably likely to prevent, materially delay or materially impair (i) Geron's ability to consummate the transactions contemplated by this Agreement; (ii) the Company's ability to acquire ownership of all the Stock, free and clear of any encumbrances; or (iii) the ability of the Company, following the consummation of the transaction contemplated by this Agreement, to conduct any material business or operations of the Start in any jurisdiction where such business or operations are now being conducted.

2.6 **Compliance with Law.** Geron is not in violation of any Law, except for violations or possible violations that, individually or in the aggregate, are not, individually or in the aggregate, reasonably likely to prevent, materially delay or materially impair (i) Geron's ability to consummate the transactions contemplated by this Agreement; (ii) the Company's ability to acquire ownership of the Stock, free and clear of any encumbrances; or (iii) the ability of the Company, following the consummation of the transactions contemplated by this Agreement, to conduct any material business or operations of Start in any jurisdiction where such business or operations are now being conducted.

2.7 **Brokers and Finders.** Geron has not employed any broker or finder or incurred any liability for any brokerage fees, commissions or finders' fees in connection with the transactions contemplated by this Agreement.

ARTICLE 3
REPRESENTATIONS AND WARRANTIES OF THE COMPANY

3.1 **Authority.** The Company has the corporate power, capacity and authority to execute and deliver this Agreement and any other certificate, agreement, document or other instrument to be executed and delivered in connection with the transactions contemplated by this Agreement and to perform the Company's obligations under this Agreement and to consummate the transactions contemplated hereby and thereby. This Agreement has been duly executed and delivered and constitutes the legal, valid, and binding obligation of the Company, enforceable in accordance with its terms.

3.2 **Issuance and Delivery of Shares.** The Shares have been duly authorized and, when issued and paid for in compliance with the provisions of this Agreement, will be validly issued, fully paid and nonassessable.

ARTICLE 4
SURVIVAL OF REPRESENTATIONS; INDEMNIFICATION

4.1 **Survival.** The covenants, agreements, representations, and warranties of Geron contained herein or in any certificate or other writing delivered pursuant hereto or in connection herewith shall survive the Effective Date.

4.2 **Indemnification by Geron.** Geron hereby agrees to indemnify the Company against and agrees to hold it harmless from any and all damage, loss, liability and expense (including, without limitation, reasonable expenses of investigation and attorneys' fees and expenses in connection with any action, suit, proceeding, claim, investigation or other loss) incurred or suffered by the Company arising out of any breach of any covenant, agreement, warranty or representation or any inaccuracy or omission in any representation or warranty made by Geron pursuant to this Agreement.

4.3 **Indemnification by Company.** The Company hereby agrees to indemnify Geron against and agrees to hold it harmless from any and all damage, loss, liability and expense (including, without limitation, reasonable expenses of investigation and attorneys' fees and expenses in connection with any action, suit, proceeding, claim, investigation or other loss) incurred or suffered by Geron arising out of any breach of any covenant, agreement, warranty or representation or any inaccuracy or omission in any representation or warranty made by the Company pursuant to this Agreement.

ARTICLE 5
MISCELLANEOUS PROVISIONS

5.1 **<u>Amendment and Modification</u>.** This Agreement may be amended, modified, or supplemented only by written agreement of the parties hereto.

5.2 **<u>Waiver of Compliance; Consents</u>.** Any failure of a party to comply with any obligation, covenant, agreement, or condition herein may be waived by the other party; provided, however, that any such waiver may be made only by a written instrument signed by the party granting such waiver, but such waiver or failure to insist upon strict compliance with such obligation, covenant, agreement, or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure. Whenever this Agreement requires or permits consent by or on behalf of any party hereto, such consent shall be given in writing in a manner consistent with the requirements for a waiver of compliance as set forth in this Section 5.2.

5.3 **<u>Assignment</u>.** This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon any person other than the parties, any successors any rights, remedy, or claim under or by reason of this Agreement or any provisions herein contained.

5.4 **<u>Expenses</u>.** All fees and expenses (including all fees of legal counsel and accountants) incurred by any party in connection with the negotiation and execution of this Agreement and the other agreements contemplated herein shall be borne by the party incurring such fees and expenses.

5.5 **<u>Governing Law</u>.** This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona (without regard to its conflicts of law doctrines).

5.6 **<u>Counterparts</u>.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

5.7 **<u>Specific Performance</u>.** Each of the parties acknowledge that money damages would not be a sufficient remedy for any breach of this Agreement and that irreparable harm would result if this Agreement were not specifically enforced. Therefore, the rights and obligations of the parties under this Agreement shall be enforceable by a decree of specific performance issued by any court of competent jurisdiction, and appropriate injunctive relief may be applied for and granted in connection therewith. A party's right to specific performance shall be in addition to all other legal or equitable remedies available to such party.

5.8 **<u>Headings</u>.** The article and section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

5.9 **Entire Agreement.** This Agreement, including the exhibits, schedules, and other documents and instruments referred to herein embodies the entire agreement and understanding of the parties hereto in respect of the subject matter contained herein. This Agreement supersedes all prior agreements and understandings between the parties with respect to such subject matter.

5.10 **Severability.** If any one or more provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

GERON

Geron Corporation, a Delaware corporation

By: /s/ David L. Greenwood

Name: David L. Greenwood

Title: Executive Vice President and Chief Financial Officer

COMPANY

VIAGEN, INC., an Arizona corporation

By: /s/ Mark Walton

Mark Walton, President

Exhibit 99.1

Geron and Exeter Life Sciences Merge Start Licensing and ViaGen to Form Combined Licensing and Operating Company for Animal Cloning Technologies

Merger to Go Ahead as FDA Report Concludes That Food Products from Cloned Livestock and Their Offspring Are Safe

MENLO PARK, Calif. and PHOENIX, Ariz.--(BUSINESS WIRE)--Geron Corporation (Nasdaq:GERN) and Exeter Life Sciences, Inc. announced today the merger of Start Licensing, Inc. (“Start”), a joint venture between Geron and Exeter Life Sciences, and ViaGen, Inc., a subsidiary of Exeter Life Sciences.

Start manages and licenses a broad portfolio of intellectual property rights related to animal reproductive technologies, including animal cloning. ViaGen is a leading animal genomics and livestock cloning firm.

The merger of Start and ViaGen, combines the full breadth of intellectual property rights to nuclear transfer cloning technology, including that developed at the Roslin Institute for cloning Dolly the sheep, with in-house state-of-the-art breeding services and expertise in advanced reproductive technologies, particularly in cloning, to provide a one-stop licensing and operating company.

“We believe it makes sound business sense to join a patent estate for nuclear transfer that has been tested and is recognized as dominant with a leading operating company in the field,” said David Greenwood, Geron’s executive vice president and chief financial officer.

“We have built a world-class team of cloning practitioners and have key industry relationships in place,” said Jonathan Thatcher, Exeter Life Science’s chief executive officer. “We are now creating a company that holds the proprietary intellectual property and has demonstrated operating leadership in the field. Customers can secure a license to practice or contract cloning services.”

For agriculture, nuclear transfer technology has important applications. Livestock that have desired genetic traits, such as disease resistance, improved meat quality or yield, or increased milk production, can be chosen and copied by cloning. The purpose of cloning livestock is to produce animals for breeding to incorporate positive genetic traits into herds much more rapidly than could be achieved through conventional breeding and artificial insemination. Cloning could help reduce the use of antibiotics, growth hormones, or other chemicals by producing healthier animals. Research during the last decade has demonstrated that adult clones from nuclear transfer produce normal offspring by natural reproduction.

In January of this year, after six years of investigation and study, the U.S. Food and Drug Administration concluded that meat and milk from cattle, pigs and goats produced by nuclear transfer, and the naturally reproduced offspring of clones, are as safe to eat as food from conventionally bred domestic livestock. FDA scientists at the Center for Veterinary Medicine analyzed data, which included over 100 peer-reviewed scientific publications and further unpublished studies. The final conclusions were supported by all of the data, both published and unpublished. The compiled report was independently reviewed and open to public comment before final publication. For a copy of the FDA report and related links, visit http://www.fda.gov/cvm/cloning.htm.

In addition, cloning has applications in the production of biopharmaceuticals, such as therapeutic proteins in milk and antibodies in blood.

"Our company has demonstrated expertise in use of nuclear transfer technology to clone animals for better breeding," said Mark Walton, ViaGen's chief executive officer. "To date more than a dozen species have been successfully cloned. There is a clear utility for animal cloning, ranging from agricultural applications to the conservation of endangered species and biopharmaceutical production."

Additional resources:

The following websites provide information on nuclear transfer technology and food.

International Food Information Council:

http://www.ific.org/publications/qa/upload/Q-A-From-Cloned- Animals_Jan2008-Update.pdf (Due to its length, this URL may need to be copied/pasted into your Internet browser's address field. Remove the extra space if one exists.)

Food and Drug Administration:

http://www.fda.gov/cvm/CloningRA_Primer_Final.htm

http://www.fda.gov/cvm/CloningRA_Myths_Final.htm

Geron is a biopharmaceutical company that is developing first-in-class therapeutic products for the treatment of cancer and chronic degenerative diseases, including spinal cord injury, heart failure and diabetes. The products are based on our core expertise in telomerase and human embryonic stem cells. For more information, visit www.geron.com.

Exeter Life Sciences is a world leader in innovative health and life sciences products and services that improve the lives of people, animals and the environment.

Start manages and licenses a broad portfolio of intellectual property rights related to animal reproductive technologies, including foundational nuclear transfer cloning technology developed at the Roslin Foundation (formerly Roslin Institute) for the cloning of Dolly the sheep. Start's licensees are on the cutting edge of research and product development in food production, medical applications and many other fields.

ViaGen adds value to the marketplace by cloning cattle, horses, and pigs; licensing and selling proprietary animal genetics; and providing traits and technology for animal agriculture industries worldwide. The company is based in Austin, Texas. For more information visit www.viagen.com.

This news release may contain forward-looking statements made pursuant to the “safe harbor” provisions of the Private Securities Litigation Reform Act of 1995. Investors are cautioned that statements in this press release regarding potential applications of Geron’s nuclear transfer technology constitute forward-looking statements that involve risks and uncertainties, including, without limitation, risks inherent in the development and commercialization of potential products, uncertainty of clinical trial results or regulatory approvals or clearances, need for future capital, dependence upon collaborators and maintenance of our intellectual property rights. Actual results may differ materially from the results anticipated in these forward-looking statements. Additional information on potential factors that could affect our results and other risks and uncertainties are detailed from time to time in Geron’s periodic reports, including the quarterly report on Form 10-Q for the quarter ended June 30, 2008.

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