

Form PTO-1595 (Rev. 07/05)
OMB No. 0651-0027 (exp. 6/30/2008)

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)

NANOMAT, Inc.

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

2. Name and address of receiving party(ies)

Name: NGX, Inc.

Internal Address: _____

Street Address: 960 Penn Avenue

Suite 200

City: Pittsburgh

State: Pennsylvania

Country: U.S.A. Zip: 15222

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

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

Execution Date(s) February 23, 2006

- 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)

10/789,555

B. Patent No.(s)

Additional numbers attached? Yes No

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

Name: Debra M. Parrish

Internal Address: Parrish Law Offices

Street Address: 615 Washington Road

Suite 200

City: Pittsburgh

State: Pennsylvania Zip: 15228

Phone Number: (412) 561-6250

Fax Number: (412) 561-6253

Email Address: diane@parrishlawoffices.com

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

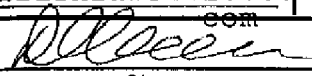
8. Payment Information

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 501317

Authorized User Name Debra M. Parrish

9. Signature:



Signature

2-28-06

Date

Debra M. Parrish (38,032)

Name of Person Signing

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

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 501317 10789555

ASSIGNMENT

WHEREAS, Nanomat, Inc. whose business address was 1061 Main Street, North Huntingdon, Pennsylvania 15642-7425 (hereinafter referred to as ASSIGNOR), owned all intellectual property rights in the inventions (collectively "the Inventions"), copyrights, trade secrets and trademarks created by Nanomat's employees during their employment (collectively "the Intellectual Property");

WHEREAS, the Intellectual Property was reflected in part in various patent applications ("Applications") filed by Assignor and which are listed below:

Serial No. 10/789,555 filed 02-28-2004.

Inventor: Glukhoy, Y.

Title: *Aerosol Mass Spectrometer for Operation in a High-Duty Mode and Method of Mass-Spectrometry*

WHEREAS, Joseph L. Cosetti was appointed a Trustee for Assignor on April 8, 2005 (see attached Court Order), and Mr. Cosetti, for the benefit of Assignor, directed that the Applications be auctioned at a sale on October 25, 2005;

WHEREAS, NGX, Inc. whose principal place of business is located at 960 Penn Ave., Suite 200, Pittsburgh, PA 15222 (hereinafter referred to as ASSIGNEE), purchased the entire right, title and interest in the Applications in the United States and throughout the world:

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, ASSIGNOR, by these presents does sell, assign and transfer until said ASSIGNEE, the entire right, title and interest in and to said invention and application throughout the United States of America, including any and all United States Letters Patent granted on any division, continuation, continuation-in-part and reissue of said application; and the entire right, title and interest in and to said invention throughout the world, including the right to apply for patents and inventor certificates in respect thereof and to claim priority pursuant to rights accorded ASSIGNOR under the terms of the Paris International Convention and all other available international conventions and treaties; and the entire right, title and interest in and to any and all patents, patents of addition, utility models, patents of importation, revalidation patents and inventor certificates which may be granted throughout the world in respect of said invention.

ALSO, ASSIGNOR hereby agrees to execute any documents that legally may be required in connection with the filing, prosecution and maintenance of said application or any other patent application(s) or inventor certificate(s) in the United States and in foreign countries for said invention, including additional documents that may be required to affirm the rights of ASSIGNEE in and to said invention, all without further consideration. ASSIGNOR also agrees, without further consideration and at ASSIGNEE'S expense, to identify and communicate to ASSIGNEE at ASSIGNEE'S request documents and information concerning the invention that are within ASSIGNOR'S possession or control, and to provide further assurances and testimony on behalf of ASSIGNEE that lawfully may be required of ASSIGNOR in respect of the

prosecution, maintenance and defense of any patent application or patent encompassed within the terms of this instrument.

ASSIGNOR also agrees, without further consideration and at ASSIGNEE'S expense, to transfer the right to sue for past infringement to ASSIGNEE and at ASSIGNEE'S request documents and information concerning the enforcement of the right to sue within ASSIGNOR'S possession or control, and to provide further assurances and testimony on behalf of ASSIGNEE that lawfully may be required of ASSIGNOR in respect of the right to sue of any patent encompassed within the terms of this instrument.

ASSIGNOR'S obligations under this instrument shall extend to ASSIGNOR'S heirs, executors, administrators and other legal representatives.

ASSIGNOR hereby authorizes and requests the Commissioner of Patents and Trademarks to issue any and all United States Letters Patent referred to above to ASSIGNEE of the entire right, title and interest in and to the same, for ASSIGNEE'S sole use and behalf, and for the use and behalf of ASSIGNEE'S legal representatives and successors, to the full end of the term for which such Letters Patent may be granted, as fully and entirely as the same would have been held by ASSIGNOR had this assignment and sale not been made.

Joseph L. Cosetti
Joseph L. Cosetti

Date: 23 Feb 2006

Before me personally appeared said Joseph Cosetti and acknowledges this instrument to be his free act and deed this 23rd day of February, 2006.

Diane L. Marshall
Notary Public

Notary Seal
Diane L. Marshall, Notary Public
My Commission Expires Feb. 25, 2008
Member, National Association of Notaries