

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Luminetx Corporation	04/06/2006
RECEIVING PARTY DATA	
Name:	Luminetx Technologies Corporation
Street Address:	1256 Union Avenue
City:	Memphis
State/Country:	TENNESSEE
Postal Code:	38104
PROPERTY NUMBERS Total: 8	
Property Type	Number
Patent Number:	5787185
Patent Number:	5969754
Patent Number:	6556858
Application Number:	10386249
PCT Number:	US0405668
Application Number:	11173452
PCT Number:	US0523522
Application Number:	11053246
CORRESPONDENCE DATA	
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<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	9016807328
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Correspondent Name:	Cara Baer
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Address Line 4:	Memphis, TENNESSEE 38119

CH \$320.00 5787185

ATTORNEY DOCKET NUMBER:

023988.42720

NAME OF SUBMITTER:

Cara Baer

Total Attachments: 7

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AGREEMENT AND ASSIGNMENT OF INTELLECTUAL PROPERTY

This Agreement and Assignment of Intellectual Property (the "Agreement") is made this 6th day of April, 2006 by and between Luminetx Corporation, a Tennessee corporation ("Luminetx") and Luminetx Technologies Corporation, a Delaware corporation ("LTC").

PREAMBLE

A. Luminetx is the owner of the entire right, title and interest, in and to certain inventions relating to and described in the applications for Letters Patent of the United States identified on Schedule A attached hereto ("the Inventions");

B. Luminetx is the owner of certain trademarks, trademark applications, goodwill, service marks, trade names, trade styles, copyrights, copyright applications, mask works, trade-secrets information, and other proprietary rights (collectively, the "Other Intellectual Property"); and

C. LTC is desirous of securing an assignment of (i) the Inventions and all proprietary rights of Luminetx in and to the Inventions and in any letters patent to be obtained thereon and (ii) all right, title and interest in and to the Other Intellectual Property.

Now, therefore, for and in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. Assignment of Patent and Patent Applications.

1.1 Luminetx does hereby assign and sell to LTC all right, title and interest in and to the Inventions for the territory of the United States of America and all countries foreign thereto, and in and to all patent applications, and all divisions, continuations, continuations-in-part and renewals thereof, and in and to all Letters Patent of the United States which may be granted thereon, and all reissues and reexaminations thereof, all priority rights, Convention rights and all other benefits accruing or to accrue to Luminetx with respect to the filing of any applications for patents or securing of patents in the United States and throughout the world.

1.2 Luminetx hereby authorizes and requests the Commissioner for Patents and Trademarks of the United States, and all officials of countries or regions foreign to the United States having authority to do so, to issue all such Letters Patent or other grants of protection upon said Inventions to LTC or to such nominees as it may designate.

1.3 Luminetx expressly authorizes and empowers LTC or its nominees to invoke and claim for any application for such Letters Patent or other grants of protection for said Inventions filed by it or them, the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by a convention which may henceforth be substituted for it, and to invoke and claim such right of priority without further written or oral authorization from Luminetx.

1.4 Luminetx consents that a copy of this Agreement of assignment shall be deemed a full and formal equivalent of any assignment, consent to file or like document which may be required in any country or region for any purpose and more particularly in proof of the right of LTC or its nominees to claim the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it.

1.5 Luminetx hereby covenants that it has the full right to convey the entire right, title and interest herein assigned and that it has not executed and will not execute any agreement in conflict herewith.

1.6 Luminetx hereby covenants and agrees that it will communicate to LTC or nominees all facts known to Luminetx pertaining to said Inventions, and testify in all legal proceedings, sign all lawful papers, execute all divisional, continuing and reissue applications, make all rightful oaths and declarations and perform all lawful acts necessary or proper to aid LTC and/or its nominees in obtaining, maintaining and enforcing all lawful patent or other grants of protection of said Inventions in any and all countries and regions and as LTC may from time to time require.

2. Assignment of Other Intellectual Property.

2.1 Luminetx does hereby assign and sell to LTC all right, title and interest in and to all of its:

(a) trademarks, registered trademarks and trademark applications, trade names, trade styles, service marks, registered service marks and service mark applications including, without limitation, the registered trademarks, trademark applications, registered service marks and service mark applications listed on Schedule B (the "Marks") and all renewals thereof, together with the goodwill of the business symbolized by the respective Marks; and

(b) copyrights.

together with all additions, accessions, accessories, amendments, attachments, modifications, substitutions, and replacements, proceeds and products of the foregoing.

2.2 Luminetx and LTC hereby consent to and request recordation of this Agreement and further authorize and request that all official documents and communications relating to said Marks and copyrights issue and deliver to LTC, its attorneys, agents, successors or assigns.

2.3 Luminetx further agrees that it shall, upon request by LTC, take such actions and execute such further documents or instruments as may be reasonably necessary or desirable to effectuate or record this Agreement, including, but not limited to, country specific or translated documents or instruments.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

LUMINEX CORPORATION

By: 

Title: VP Sales

Date: 4/6/06

LUMINEX TECHNOLOGIES CORP.

By: 

Title: President & CEO

Date: 4/6/06

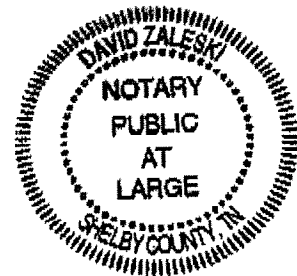
STATE OF: Tennessee
COUNTY OF: Shelby

Personally appeared before me, a Notary Public in and for said State and County, Dana Capocaccia, proved to me on the basis of satisfactory evidence, and who acknowledged to me that he executed the foregoing *Agreement and Assignment Of Intellectual Property* for the purposes therein contained, and who further acknowledged that he is the VP of Sales of **Luminetx Corporation** ("Luminetx") and is authorized by Luminetx to execute the foregoing *Agreement and Assignment Of Intellectual Property* on behalf of Luminetx for the purposes set forth therein.

WITNESS my hand and seal on this 6th day of April, 2006.

David Zaleski
Notary Public

My Commission Expires:
MY COMMISSION EXPIRES:
August 28, 2007



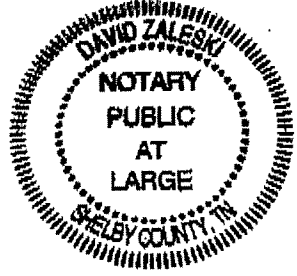
STATE OF: Tennessee
COUNTY OF: Shelby

Personally appeared before me, a Notary Public in and for said State and County, James Phillips, proved to me on the basis of satisfactory evidence, and who acknowledged to me that he executed the foregoing *Agreement and Assignment Of Intellectual Property* for the purposes therein contained, and who further acknowledged that he is the President & CEO of **Luminetx Technologies Corp.** ("LTC") and is authorized by LTC to execute the foregoing *Agreement and Assignment Of Intellectual Property* on behalf of LTC for the purposes set forth therein.

WITNESS my hand and seal on this 6th day of April, 2006.

David Zaleski
Notary Public

My Commission Expires:
MY COMMISSION EXPIRES:
August 28, 2007



SCHEDULE A

PATENT APPLICATIONS FOR INVENTIONS

Title	Serial Number	File Date/Issue Date	Country
Biometric Identification of Individuals by Use of Subcutaneous Vein Patterns	5,787,185	Issued: 07/28/98	United States
Contrast Enhancing Illuminator	2,334,401	Issued: 8/21/2001	Great Britain
	1022071	Issued: 3/15/2002	Hong Kong
	3276637	Issued: 02/08/2002	Japan
	5,969,754	Issued: 10/19/99	United States
Diffuse Infrared Light Imaging System	6,556,858	Issued: 4/29/2003	United States
	00978736.7	Filed: 06/24/2002	Europe
	2001-553286	Filed: 07/19/2002	Japan
Imaging System Using Diffuse Infrared Light	10/386,249	Filed: 03/11/2003	United States
	P484/05	Filed: 09/11/2005	United Arab Emirates
	2004220644	Filed : 02/25/2004	Australia
	pi0408207-9	Filed: 09/09/2005	Brazil
	2518315	Filed: 02/25/2004	Canada
	Based on PCT US/2004/005668	Filed: 09/09/2005	China
	05091311	Filed: 09/09/2005	Colombia
	SP-05-6010PC	Filed: 09/09/2005	Ecuador
	520/2005	Filed: 09/07/2005	Egypt
	Based on PCT US/2004/005668	Filed: 09/09/2005	Grenada
	170665	Filed: 09/05/2005	Israel
	2205/CHENP	Filed: 09/09/2005	India
	Based on PCT US/2004/005668	Filed: 09/07/2005	Japan
	2005-7016768	Filed: 09/08/2005	Korea
	05/09589	Filed: 09/08/2005	Mexico
	2005 4653	Filed: 10/11/2005	Norway
	Based on PCT US/2004/005668	Filed: 09/06/2005	Oman
	1-2005-50159	Filed: 09/02/2005	Philippines
	200505723-7	Filed: 09/11/2005	Singapore

	US04/005669	Filed: 09/25/2004	WO
	2005/07171	Filed: 09/07/2005	South Africa
Projection of Subsurface Structure onto an Object's Surface	11/173,452	Filed: 07/01/2005	United States
	PCT/US2005/02352 2	Filed: 07/01/2005	WO
Thick Clear Crystal Photostimulable Phosphor Plate for X-Ray Imaging	11/053,246	Filed: 02/08/2005	United States

SCHEDULE B**TRADEMARKS**

TRADEMARK	APPLICATION NO	FILING DATE	COUNTRY
VEINVIEWER	1082672	October 25, 2005	Australia
	827964366	October 31, 2005	Brazil
	1,277,102	October 26, 2005	Canada
		October 28, 2005	China
	5110259	October 28, 2005	Colombia
	163890	October 31, 2005	Ecuador
	179849	October 29, 2005	Egypt
		October 23, 2005	European Community
	1394876	October 25, 2005	India
	184403	October 26, 2005	Israel
	101420	October 31, 2005	Japan
	40200549897	October 26, 2005	Korea
	737678	October 25, 2005	New Zealand
	200511588	October 27, 2005	Norway
	37938	October 29, 2005	Oman
	42005010658	October 26, 2005	Philippines
	2005727428	October 27, 2005	Russian Federation
	101527	October 25, 2005	Singapore
	2005/22870	October 25, 2005	South Africa
	74755	November 7, 2005	United Arab Emirates
LUMINETX	78/788,803	January 10, 2006	United States
LUMINETX VEINVIEWER	78/630,777	June 16, 2005	United States
SNOWFLAKE	78/891,118	January 11, 2006	United States
VASCUTRACK	78/708,543	September 7, 2005	United States
VEINKEY	78/708,529	September 7, 2005	United States
VEINPASS	78/708,521	September 7, 2005	United States
VEINREADER	78/708,538	September 7, 2005	United States
VEINVIEWER	78/621,336	May 2, 2005	United States
VEINVISA	78/708,534	September 7, 2005	United States

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