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To the Honorable Commissioner of Patents and Trademarks, U.S. Patent and Trademark Office, Washington, DC 20503. Record the attached original documents or copy thereof.

1. Name of conveying party(ies): J. Donald Payne, Joseph B. Jackson. Additional name of conveying party(ies) attached? [ ] Yes [X] No

8-7-06

2. Name and address of receiving party(ies) Name: Nanospectra Biosciences, Inc.

Internal Address:

3. Nature of conveyance: [X] Assignment [ ] Merger [ ] Security Agreement [ ] Change of Name [ ] Other

Street Address: 8285 El Rio Street, Suite 130

City: Houston State: Texas Zip: 77054

Additional Name(s) & address(es) attached? [ ] Yes [X] No

Execution Date: August 1, 2006

4. Application number(s) or patent number(s): 11/418,893 - Filed: May 5, 2006

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)

B. Patent No.(s)

Additional numbers attached? [ ] Yes [X] No

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

Name: Mark A. Tidwell, Jackson Walker L.L.P.

Internal Address:

Street Address: 112 E. Pecan Street,

Suite 2100

City: San Antonio State: Texas Zip: 78205

6. Total number of applications and patents involved:

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

[X] Enclosed

[ ] Authorized to be charged to deposit account

8. Deposit account number:

10-0096

(Attach duplicate copy of this page if paying by deposit account)

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9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Mark A. Tidwell

Name of Person Signing

Signature

August 2, 2006

Date

Total number of pages including cover sheet, attachments, and documents: 4

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments Washington, D.C. 20231

OFFICE OF PUBLIC RECORDS 08/07/06 7 AM 0:15 FINANCE SECTION 00 00.00 0P 1118893 1118893 00000000 01 FD:8021 00/08/2006 NJDWA1 9002/80/80

## ASSIGNMENT

WHEREAS, an application for a United States Patent was filed on May 5, 2006 as Application Serial No. 11/418,893 for the invention titled PLASMON RESONANT BASED EYE PROTECTION (the "Invention");

WHEREAS, J. Donald Payne, a U.S. citizen, residing at 2319 Lake Village Drive, Kingwood, Texas 77339 (an "ASSIGNOR") is an inventor of the Invention;

WHEREAS, Joseph B. Jackson, a U.S. citizen, residing at 1602 W. 21<sup>st</sup> Street, Houston, Texas 77008 (an "ASSIGNOR") is an inventor of the Invention;

WHEREAS, the ASSIGNORS have agreed to assign their rights in the Invention, including without limitation, said patent application to Nanospectra Biosciences, Inc. ("ASSIGNEE"), a Delaware corporation, doing business at 8285 El Rio Street, Suite 130, Houston, Texas 77054.

**NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each ASSIGNOR, the parties hereto, intending legally to be bound, agree as follows:**

Each ASSIGNOR hereby sells, assigns and transfers to ASSIGNEE, its successors and assigns, said ASSIGNORS' entire right, title and interest in, to and under the Invention, including, without limitation, (i) all United States and foreign rights therein, whether patentable or not, and in and to aforesaid patents, patent applications and any divisions or continuations thereof, and any patents or similar registrations obtained for the Invention in the United States and any foreign countries, or issuing out of said applications or any such division or continuation thereof, and any reissues or extensions of any such patents and (ii) all causes of action, past, present, and future, for infringement, unfair competition or otherwise with respect to the Invention and (iii) all disclosures of ideas, whether or not patentable, embodied in the Invention.

Each ASSIGNOR hereby authorizes and requests the Commissioner of Patents of the United States, and any official of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to the said ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

Each ASSIGNOR hereby covenants that (i) he believes himself to be the original and first inventor of the subject matter of the Invention; (ii) he has the full right to convey his entire right, title and interest in the Invention, and (iii) he has not executed and will not execute any agreement in conflict herewith.

Each ASSIGNOR further covenants that he will, at any time, upon ASSIGNEE'S request, execute and deliver any and all papers that may be necessary or desirable to perfect the title in the Invention, or any Letters Patent that may be granted therefore, in the ASSIGNEE, its successors and assigns, and if ASSIGNEE, or its assignee, desires to make a substitute, divisional or continuation application for said Invention, or to secure a reissue or extension of said Letters Patent, to file a disclaimer relating thereto, or an application for a corresponding patent in any foreign country, or undertake any other act to secure and protect the ASSIGNEE'S rights in the Invention, that he will upon request, sign all papers, make all rightful oaths, and do all lawful acts requisite for the said purposes, but at the expense of the ASSIGNEE.

Each ASSIGNOR will, upon the written request of ASSIGNEE, its successors or assigns, execute all documents, prepared at the expense of ASSIGNEE, its successors or assigns, necessary or practicable in order to perfect ASSIGNEE's foreign and domestic title to any and all rights in the Invention conveyed hereunder, including, but not limited to, recordal of this Assignment to reflect ASSIGNEE's ownership of therein. Each ASSIGNOR agrees not take any action to challenge or erode the rights in the Invention assigned to ASSIGNEE hereunder. Each ASSIGNOR agrees not to do or omit to do any act, matter or thing whereby the rights or the assignability of the rights in the Invention may be prejudicially affected. In the event that the validity or effect of the rights in the Invention is challenged on any point on which an ASSIGNOR has or can procure information or advice which may assist in meeting, defeating or reducing the effect of such challenge, each ASSIGNOR agrees and undertakes to supply, or procure the supply of, such information or advice without unreasonable delay, but subject to the right to charge the ASSIGNEE out-of-pocket expenses properly and reasonably incurred by said ASSIGNOR in so doing. Each ASSIGNOR further covenants that he will at all times communicate to the ASSIGNEE, its successors, assigns or legal representatives, all facts relating to said Invention, or the history thereof, known to him, and testify as the same in interferences, other administrative proceedings or litigation, when requested so to do.

Each ASSIGNOR hereby acknowledges that the entire beneficial interest in the Invention and to which the above application relates is irrevocably vested in the ASSIGNEE including the right to make the application for protection in all countries abroad and to claim priority under the International Convention for such applications and hereby assents to the making of any such applications, with or without priority claims, and of any divisional application resulting therefrom.

Each ASSIGNOR further covenants that he will at all times communicate to the ASSIGNEE, its successors, assigns or legal representatives, all facts relating to said Invention and Letters Patent, or the history thereof, known to him, and testify as the same in interferences or other litigation, when requested so to do.

The validity, interpretation and performance of this Assignment, and any dispute connected herewith, shall be governed by and construed according to the laws of the State of Texas, United States of America, without regard to principles of conflicts of law.

Executed and delivered this 1<sup>st</sup> day of August, 2006.

Inventor: J. Donald Payne  
J. Donald Payne

Date: August 1, 2006

Inventor: Joseph B. Jackson  
Joseph B. Jackson

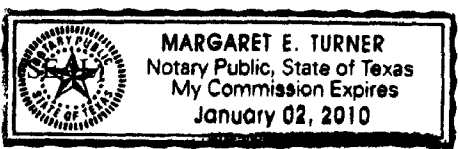
Date: August 1, 2006

State of Texas )  
County of Harris )

Personally appeared before me this 1<sup>st</sup> day of August, 2006, J. Donald Payne, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act and deed for the uses and purposes therein set forth.

Margaret E. Turner  
Notary Public

My Commission expires \_\_\_\_\_

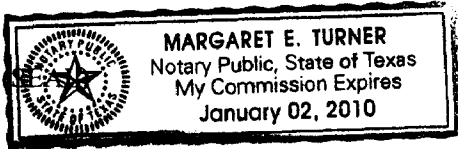


State of Texas )  
County of Harris )

Personally appeared before me this 1<sup>st</sup> day of August, 2006, Joseph B. Jackson, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act and deed for the uses and purposes therein set forth.

Margaret E. Turner  
Notary Public

My Commission expires \_\_\_\_\_



Please type a plus sign (+) inside this box → 

Approved for use through 10/31/2002. OMB 0651-0031

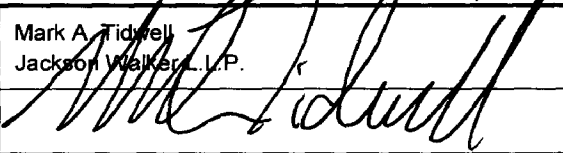
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<b>TRANSMITTAL FORM</b>  <i>(to be used for all correspondence after initial filing)</i>	<b>Application Number</b>	11/418,893	
	<b>Filing Date</b>	May 5, 2006	
	<b>First Named Inventor</b>	J. Donald Payne, et al.	
	<b>Group Art Unit</b>	1773	
	<b>Examiner Name</b>	Unknown	
<b>Total Number of Pages in This Submission</b>	4	<b>Attorney Docket Number</b>	128540.0004.000

ENCLOSURES <i>(check all that apply)</i>		
<input type="checkbox"/> Fee Transmittal Form  <input checked="" type="checkbox"/> Fee Attached  <input type="checkbox"/> Amendment / Response <input type="checkbox"/> After Final  <input type="checkbox"/> Affidavits/declaration(s)  <input type="checkbox"/> Extension of Time Request  <input type="checkbox"/> Express Abandonment Request  <input type="checkbox"/> Information Disclosure Statement  <input type="checkbox"/> Certified Copy of Priority Document(s)  <input type="checkbox"/> Response to Missing Parts/ Incomplete Application <input type="checkbox"/> Response to Missing Parts under 37 CFR 1.52 or 1.53	<input checked="" type="checkbox"/> Assignment Papers <i>(for an Application)</i>  <input type="checkbox"/> Drawing(s)  <input type="checkbox"/> Licensing-related Papers  <input type="checkbox"/> Petition  <input type="checkbox"/> Petition to Convert to a Provisional Application  <input type="checkbox"/> Power of Attorney, Revocation Change of Correspondence Address  <input type="checkbox"/> Terminal Disclaimer  <input type="checkbox"/> Request for Refund  <input type="checkbox"/> CD, Number of CD(s) _____	<input type="checkbox"/> After Allowance Communication to Group  <input type="checkbox"/> Appeal Communication to Board of Appeals and Interferences  <input type="checkbox"/> Appeal Communication to Group <i>(Appeal Notice, Brief, Reply Brief)</i>  <input type="checkbox"/> Proprietary Information  <input type="checkbox"/> Status Letter  <input checked="" type="checkbox"/> Other Enclosure(s) <i>(please identify below):</i>  <p style="text-align: center;"><b>Check in the amount of \$40.00; and Acknowledgement postcard</b></p>
Remarks		

**SIGNATURE OF APPLICANT, ATTORNEY, OR AGENT**

Firm or Individual name	Mark A. Tidwell Jackson Walker L.L.P.		
Signature			
Date	August 2, 2006		

**CERTIFICATE OF MAILING**

I hereby certify that this correspondence is being deposited with the United States Postal Service as first class mail in an envelope addressed to: Assistant Commissioner for Patents, Washington, D.C. 20231 on this date: <span style="border: 1px solid black; padding: 2px;">August 2, 2006</span>			
Typed or printed name	Renee Trider		
Signature		Date	August 2, 2006

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