

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
FASTRAQ, INC.	11/29/2006

RECEIVING PARTY DATA

Name:	IN-Q-TEL, INC.
Street Address:	2107 Wilson Blvd., 11th Floor
City:	Arlington
State/Country:	VIRGINIA
Postal Code:	22201

Name:	IN-Q-TEL EMPLOYEE FUND, LLC
Street Address:	2107 Wilson Blvd., 11th Floor
City:	Arlington
State/Country:	VIRGINIA
Postal Code:	22201

PROPERTY NUMBERS Total: 13

Property Type	Number
Application Number:	10746127
Application Number:	10745957
Application Number:	10845767
Application Number:	11064882
Application Number:	11099707
Application Number:	60618278
Application Number:	10991331
Application Number:	10990762
Application Number:	11313288
PCT Number:	US0415398

PATENT

500192609

REEL: 018621 FRAME: 0183

CH \$520.00 10746127

PCT Number:	US0441651
PCT Number:	US0537122
PCT Number:	US0546831

CORRESPONDENCE DATA

Fax Number: (858)450-8499
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 858-450-8400
Email: Les.Overman@hellerehrman.com
Correspondent Name: Leslie B. Overman, Heller Ehrman LLP
Address Line 1: 4350 La Jolla Village Drive
Address Line 4: San Diego, CALIFORNIA 92122

ATTORNEY DOCKET NUMBER:	40422-0001
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NAME OF SUBMITTER:	Leslie B. Overman
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Total Attachments: 21

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FASTRAQ, INC.

COUNTERPART SIGNATURE PAGE
for
ADDITIONAL CLOSING UNDER SECURED CONVERTIBLE PROMISSORY NOTE
AND WARRANT PURCHASE AGREEMENT

Reference is made to the Secured Convertible Promissory Note and Warrant Purchase Agreement, dated June 2, 2006, as amended on November 29, 2006 (the "*Purchase Agreement*"), by and among FasTraQ, Inc., a Delaware corporation (the "*Company*"), and the Investors listed on Schedule A to the Purchase Agreement. All capitalized terms used in this counterpart signature page without definition have the meanings specified in the Purchase Agreement.

Pursuant to Section 1.4 of the Purchase Agreement, the Company agrees to sell and issue to the undersigned Additional Investors, and each of the undersigned Additional Investors agrees to purchase, at an Additional Closing dated as of the date set forth on the signature page hereto, a Note in form attached hereto as Exhibit A and a Warrant in the form attached hereto as Exhibit B.

When executed by the Company and the undersigned Additional Investors, this document constitutes the counterpart signature pages contemplated by Section 1.4(b) of the Purchase Agreement and Section 1 of the IRA Amendment. Upon execution of this counterpart signature page, each of the undersigned Additional Investors shall be automatically subject to and bound by all of the terms and conditions of the Purchase Agreement, the Security Agreement, the IP Security Agreement and the IRA Amendment (collectively, the "*Transaction Documents*") as an "Investor," and shall have, with respect to the Note and Warrant acquired by such undersigned Additional Investor at the Additional Closing, the rights and obligations under each such Transaction Document to the same extent as if the Additional Investor had been an Initial Closing Investor at the Initial Closing; provided, however, that the representations and warranties of the Additional Investor set forth in Section 3 of the Purchase Agreement speak as of the date of the Additional Closing.

The Company hereby confirms to each of the Additional Investors that except as set forth on Schedule 1 hereto, the representations and warranties of the Company set forth in Article 2 of the Purchase Agreement are true and correct as of the date of the Additional Closing.

It is understood that this executed counterpart signature page shall be attached to each of the Transaction Documents, and shall form a part thereof without any further action, and Schedule A to the Purchase Agreement is hereby amended to reflect each Additional Investor's purchase of a Note and a Warrant at the Additional Closing.

IN WITNESS WHEREOF, the parties have executed this Counterpart Signature Page effective as of November 30, 2006.

THE COMPANY:

FASTRAQ, INC.

By: _____
Heiner Dreismann, Chief Executive
Officer

ADDITIONAL INVESTORS:

IN-Q-TEL, INC.

By: _____

Name: _____

Title: _____

IN-Q-TEL EMPLOYEE FUND, LLC

By: _____

Name: _____

Title: _____

[FASTRAQ, INC. COUNTERPART SIGNATURE PAGE FOR ADDITIONAL CLOSING]

IN WITNESS WHEREOF, the parties have executed this Counterpart Signature Page effective as of November 2, 2006.

THE COMPANY:

FASTRAQ, INC.

By: H. Dreismann
Heiner Dreismann, Chief Executive Officer

ADDITIONAL INVESTORS:

IN-Q-TEL, INC.

By: [Signature]

Name: Scott T. Teneey

Title: Senior Executive Officer

IN-Q-TEL EMPLOYEE FUND, LLC

By: [Signature]

Name: Scott G. Teneey

Title: Senior Executive Officer of In-Q-Tel, Inc., the manager of the fund

[FASTRAQ, INC. COUNTERPART SIGNATURE PAGE FOR ADDITIONAL CLOSING]

EXHIBIT A

NOTE

EXHIBIT B

WARRANT

PATENT

REEL: 018621 FRAME: 0189

SCHEDULE 1

UPDATED SCHEDULE OF EXCEPTIONS

FASTRAQ, INC.

AMENDMENT NO. 1 TO
SECURED CONVERTIBLE PROMISSORY NOTE
AND WARRANT PURCHASE AGREEMENT, PROMISSORY NOTES, SECURITY
AGREEMENT, INTELLECTUAL PROPERTY SECURITY AGREEMENT AND
AMENDMENT NO. 1 TO AMENDED AND RESTATED INVESTORS' RIGHTS
AGREEMENT

THIS AMENDMENT NO. 1 (this "*Amendment*") to Secured Convertible Promissory Note and Warrant Purchase Agreement (the "*Purchase Agreement*"), Secured Convertible Promissory Notes, Security Agreement, Intellectual Property Security Agreement and Amendment No. 1 to Amended and Restated Investors' Rights Agreement (the "*IRA*"), each dated as of June 2, 2006 (collectively, the "*Agreements*") by and among FasTraQ, Inc., a Nevada corporation (the "*Company*") and the Investors listed on Schedule A attached to the Purchase Agreement, is made and entered into as of November 29, 2006. Capitalized terms not otherwise defined in this Amendment shall have the meanings ascribed to them in the Purchase Agreement.

WHEREAS, the Purchase Agreement provides for Additional Closings at which the Company may sell and issue Notes and Warrants to persons and/or entities as the Company shall select, subject to the terms and conditions of the Purchase Agreement.

WHEREAS, the last sentence of Section 1.1 of the Purchase Agreement limits to \$3,000,000 the aggregate principal amount of the Notes issuable by the Company.

WHEREAS, the Company and the undersigned Investors desire to amend the Purchase Agreement to increase the aggregate principal amount of the Notes issuable by the Company to \$6,750,000.

WHEREAS, the Company and the undersigned Investors desire to further amend the Purchase Agreement to extend the period during which the Company may, at one or more Additional Closings, offer and sell to such persons and/or entities as the Company shall select, Notes and Warrants pursuant to the terms and conditions of the Purchase Agreement.

WHEREAS, the Company and the undersigned Investors desire to amend each of the currently outstanding Notes as set forth herein.

WHEREAS, the Company and the undersigned Investors desire to amend each of the Agreements to include In-Q-Tel, Inc. and In-Q-Tel Employee Fund, LLC (the "*IQT Parties*") as "Investors" and as parties thereto in connection with the purchase, at an Additional Closing, of Notes and Warrants by the IQT Parties.

WHEREAS, the Company desires to amend Schedules D and E to the Security Agreement and Exhibits B and C to the IP Security Agreement as set forth herein.

WHEREAS, Section 7.6 of the Purchase Agreement provides that any term of the Agreements may be amended and the observance of any term thereof may be waived (either generally or in a particular instance and either retroactively or prospectively) with the written

consent of the Company and the Investors holding a majority of the principal amount outstanding under the Notes.

WHEREAS, the undersigned Investors hold a majority of the principal amount outstanding under the Notes.

NOW, THEREFORE, the parties hereby agree as follows:

1. Maximum Aggregate Principal Amount of Notes. The last sentence of Section 1.1 of the Purchase Agreement is hereby amended and restated in its entirety to read as follows:

“The Company shall only issue Notes in the aggregate principal amount of up to \$6,750,000 (Six Million Seven Hundred Fifty Thousand Dollars).”

2. Extension of Period for Additional Closings. Clause (i) of Section 1.4(a) of the Purchase Agreement is hereby amended and restated in its entirety to read as follows:

“(i) March 2, 2007 or”

3. Amendment of Notes. The third paragraph of each of the currently outstanding Notes is hereby amended and restated in its entirety to read as follows:

“Unless otherwise converted as set forth below, upon the date of written demand of Lender at any time on or after the Maturity Date (as defined below), Lender may declare all principal and interest outstanding hereunder to be immediately due and payable without presentment, protest or notice of dishonor, all of which are expressly waived by the Company. The “**Maturity Date**” shall initially be March 31, 2007; *provided*, that the Maturity Date shall be extended by an additional one-month period (without pro-rata) for each \$450,000 (in entirety and not a portion thereof) in aggregate principal amount of Notes sold by the Company on or after November 1, 2006.”

4. Inclusion of IQT Entities as Additional Parties. Each of the Agreements is hereby amended, effective upon execution and delivery to the Company by the IQT Entities of the counterpart signature pages contemplated by Section 1.4(b) of the Purchase Agreement and Section 1 of the IRA Amendment, to include the IQT Entities as parties thereto as “Investors” (in the case of the Purchase Agreement and the IRA) and as “Secured Parties” (in the case of the Security Agreement and IP Security Agreement).

5. Amendments to Schedules and Exhibits. Schedules D and E to the Security Agreement are hereby amended and restated in their entirety to read as set forth on Schedules D and E, respectively, to this Amendment. Exhibits B and C to the IP Security Agreement is hereby amended and restated in its entirety to read as set forth on Exhibits B and C to this Amendment.

6. Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the State of California as applied to agreements among California residents, entered into and to be performed entirely within California.

7. Severability. If any term, covenant or condition of this Amendment is held to be invalid, void or otherwise unenforceable by any court of competent jurisdiction, the remainder of this Amendment shall not be affected thereby and each term, covenant and condition of this Amendment shall be valid and enforceable to the fullest extent permitted by law.

8. Agreements to Remain in Effect. Except as specifically modified herein, the Agreements shall continue in full force and effect.

9. Successors and Assigns. This Amendment shall be binding upon, and inure to the benefit of, the parties hereto, their respective successors and legal representatives and their permitted assigns.

10. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Amendment No. 1 to Secured Convertible Promissory Note and Warrant Purchase Agreement as of the date first above written.

COMPANY:

FASTRAQ, INC.,
a Nevada corporation

By: _____

Name: Heiner Dreismann

Title: Chief Executive Officer

Address: 3028 Stratmoor Hills Avenue
Henderson, NV 89052

INVESTORS:

FISHER SCIENTIFIC INTERNATIONAL, INC.

By: _____

Name: _____

Title: _____

Address: Liberty Lane
Hampton, NH 03842

BRADDOCK FINANCIAL PARTNERS, LLC

By: _____

Harvey B. Allon, Manager

Address: The Tabor Center
1200 17th Street, Suite 880
Denver, Colorado 80202

[SIGNATURE PAGE TO AMENDMENT NO. 1 TO SECURED CONVERTIBLE
PROMISSORY NOTE AND WARRANT PURCHASE AGREEMENT]

IN WITNESS WHEREOF, the undersigned have executed this Amendment No. 1 to Secured Convertible Promissory Note and Warrant Purchase Agreement as of the date first above written.

COMPANY:

FASTRAQ, INC.,
a Nevada corporation

By: _____

Name: _____

Title: _____

Address: 3028 Stratmoor Hills Avenue
Henderson, NV 89052

INVESTORS:

FISHER SCIENTIFIC INTERNATIONAL, INC.

By: 

Name: MATTHEW R. FRIEL

Title: SVP

Address: Liberty Lane
Hampton, NH 03842

BRADDOCK FINANCIAL PARTNERS, LLC

By: _____
Harvey B. Allon, Manager

Address: The Tabor Center
1200 17th Street, Suite 880
Denver, Colorado 80202

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PROMISSORY NOTE AND WARRANT PURCHASE AGREEMENT]

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COMPANY:

FASTRAQ, INC.,
a Nevada corporation

By: _____

Name: _____

Title: _____

Address: 3028 Stratmoor Hills Avenue
Henderson, NV 89052

INVESTORS:

FISHER SCIENTIFIC INTERNATIONAL, INC.

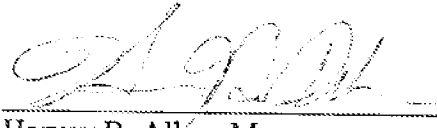
By: _____

Name: _____

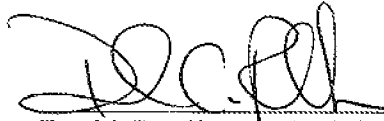
Title: _____

Address: Liberty Lane
Hampton, NH 03842

BRADDOCK FINANCIAL PARTNERS, LLC

By: 
Harvey B. Allon, Manager

Address: The Tabor Center
1200 17th Street, Suite 880
Denver, Colorado 80202



David C. Allon, an individual

Address: 45 Singing Oaks Drive
Weston, Connecticut 06883

THE HOWARD C. BIRNDORF LIVING TRUST
DATED SEPTEMBER 1, 2000

By: _____
Howard C. Birndorf, Trustee

Address: c/o Nanogen, Inc.
10398 Pacific Center Ct.
San Diego, California 92121

Charles D. LeClaire, an individual

Address: c/o Marcus & Millichap
1401 17th St. #1100
Denver, Colorado 80202

David Myers, an individual

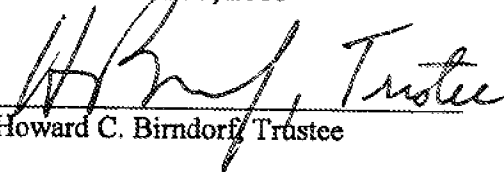
Address: 2972 Greensborough Drive
Highlands Ranch, Colorado 80129

David C. Allon, an individual

Address: 45 Singing Oaks Drive
Weston, Connecticut 06883

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PROMISSORY NOTE AND WARRANT PURCHASE AGREEMENT]


David C. Allon, an individual

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THE HOWARD C. BIRNDORF LIVING TRUST
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Howard C. Birndorf, Trustee

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San Diego, California 92121

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1401 17th St. #1100
Denver, Colorado 80202



David Myers, an individual

Address: 2972 Greensborough Drive
Highlands Ranch, Colorado 80129

Schedule D

Amended and Restated Schedule D to Security Agreement

DEPOSIT ACCOUNTS, SECURITIES ACCOUNTS AND COMMODITY ACCOUNTS

FasTraQ Inc. General Operating Account (Checking)
Wells Fargo Bank
2531 Anthem Vilalge Dr.
Henderson, NV 89052
Account #9257343914

Wells Fargo Investments
Papez/Webb
3800 Howard Hughes Parkway, #200
Las Vegas, NV 89109
Account # W49078327

Silicon Valley Bank
3003 Tasman Drive, HF 195
Santa Clara, CA 95054
Account number: 3300530739

Schedule E

Amended and Restated Schedule E to Security Agreement

INTELLECTUAL PROPERTY

PATENTS		
Description	Registration/ Application Number	Registration/ Application Date
POINT OF CARE DIAGNOSIS PLATFORM	10/746,127	12/23/2003
POINT OF CARE DIAGNOSIS PLATFORM	10/745,957	12/23/2003
APPARATUS AND METHOD FOR PROCESS MONITORING	10/845,767	5/14/2004
APPARATUS AND METHOD FOR PROCESS MONITORING (Divisional 10/845,767)	11/064,882	2/23/05
APPARATUS AND METHOD FOR PROCESS MONITORING (Divisional 10/845,767)	11/099,707	4/5/05
APPARATUS AND METHOD FOR PROCESS MONITORING	PCT/US04/15398	5/14/2004 Japan 11/11/05
APPARATUS AND METHOD FOR A PRECISION FLOW ASSAY	60/618,278	10/12/2004
APPARATUS AND METHOD FOR A PRECISION FLOW ASSAY	10/991,331	11/16/2004
APPARATUS AND METHOD FOR A PRECISION FLOW ASSAY	10/990,762	11/16/2004
POINT OF CARE DIAGNOSTIC PLATFORM	PCT/US04/41651	12/13/2004
CARTRIDGE FOR DIAGNOSTIC ASSAYS	11/313,288	12/21/2004
APPARATUS AND METHOD FOR A PRECISION FLOW ASSAY	PCT/US05/37122	10/12/04
APPARATUS AND METHOD FOR PROCESS MONITORING	Europe 04752415.2	
APPARATUS AND METHOD FOR PROCESS MONITORING	Japan	
CARTRIDGE FOR DIAGNOSTIC ASSAYS	PCT/US05/046831 WO 2006/099328	12/19/2005
WHOLE BLOOD FILTRATION METHOD	US Provisional	6/8/2006
POINT OF CARE DIAGNOSTIC PLATFORM	Based on PCT/US04/041651	12/13/04
POINT OF CARE DIAGNOSTIC PLATFORM	Based on PCT/US04/041651	12/13/2004
POINT OF CARE DIAGNOSTIC PLATFORM	Based on PCT/US04/041651 EU04813903.4	2/13/2004
POINT OF CARE DIAGNOSTIC PLATFORM	Based on PCT/US04/041651	12/13/2004
APPARATUS AND METHOD FOR PROCESS MONITORING	Based on EU04752415.2 Hong Kong 06108633.0	
POINT OF CARE DIAGNOSTIC PLATFORM (Sample to Result claims)	Continuation of 10/746,127	12/23/2003

TRADEMARKS		
Country: MARK	Registration/ Application Number	Registration/ Application Date
US: PFIA	Serial No. 78/500902	Notice of Allowance Issue Date Mar 28, 2006
US: FASTRAQ	In Process	Application Date Sep 17, 2004

Exhibit B

Amended and Restated Exhibit B to IP Security Agreement

PATENTS		
Description	Registration/ Application Number	Registration/ Application Date
POINT OF CARE DIAGNOSIS PLATFORM	10/746,127	12/23/2003
POINT OF CARE DIAGNOSIS PLATFORM	10/745,957	12/23/2003
APPARATUS AND METHOD FOR PROCESS MONITORING	10/845,767	5/14/2004
APPARATUS AND METHOD FOR PROCESS MONITORING (Divisional 10/845,767)	11/064,882	2/23/05
APPARATUS AND METHOD FOR PROCESS MONITORING (Divisional 10/845,767)	11/099,707	4/5/05
APPARATUS AND METHOD FOR PROCESS MONITORING	PCT/US04/15398	5/14/2004 Japan 11/11/05
APPARATUS AND METHOD FOR A PRECISION FLOW ASSAY	60/618,278	10/12/2004
APPARATUS AND METHOD FOR A PRECISION FLOW ASSAY	10/991,331	11/16/2004
APPARATUS AND METHOD FOR A PRECISION FLOW ASSAY	10/990,762	11/16/2004
POINT OF CARE DIAGNOSTIC PLATFORM	PCT/US04/41651	12/13/2004
CARTRIDGE FOR DIAGNOSTIC ASSAYS	11/313,288	12/21/2004
APPARATUS AND METHOD FOR A PRECISION FLOW ASSAY	PCT/US05/37122	10/12/04
APPARATUS AND METHOD FOR PROCESS MONITORING	Europe 04752415.2	
APPARATUS AND METHOD FOR PROCESS MONITORING	Japan	
CARTRIDGE FOR DIAGNOSTIC ASSAYS	PCT/US05/046831 WO 2006/099328	12/19/2005
WHOLE BLOOD FILTRATION METHOD	US Provisional	6/8/2006
POINT OF CARE DIAGNOSTIC PLATFORM	Based on PCT/US04/041651	12/13/04
POINT OF CARE DIAGNOSTIC PLATFORM	Based on PCT/US04/041651	12/13/2004
POINT OF CARE DIAGNOSTIC PLATFORM	Based on PCT/US04/041651 EU04813903.4	2/13/2004
POINT OF CARE DIAGNOSTIC PLATFORM	Based on PCT/US04/041651	12/13/2004
APPARATUS AND METHOD FOR PROCESS MONITORING	Based on EU04752415.2 Hong Kong 06108633.0	
POINT OF CARE DIAGNOSTIC PLATFORM (Sample to Result claims)	Continuation of 10/746,127	12/23/2003

Exhibit C

Amended and Restated Exhibit C to IP Security Agreement

TRADEMARKS		
Country: MARK	Registration/ Application Number	Registration/ Application Date
US: PFIA	Serial No. 78/500902	Notice of Allowance Issue Date Mar 28, 2006
US: FASTRAQ	In Process	Application Date Sep 17, 2004