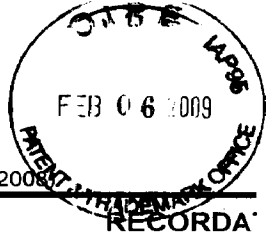


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02-11-2009

DEPARTMENT OF COMMERCE
Patent and Trademark Office

Form PTO-1595 (Rev. 11-08)
OMB No. 0651-0027 (exp. 12/31/2008)



103547783

To the Director of the U.S. Patent and Trademark Office

at the new address(es) below.

1. Name of conveying party(ies)
 J. Donald Payne
 Christopher L. Coleman
 Jon A. Schwartz

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

2. Name and address of receiving party(ies)
 Name: Nanospectra Bioscience, Inc.
 Internal Address: _____
 Street Address: 8285 El Rio Street, Suite 150
 City: Houston
 State: Texas
 Country: U.S.A. Zip: 77054

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

3. Nature of conveyance/Execution Date(s):
 Execution Date(s) 12/12/2008

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)
60/904,207
12/227,843
PCT/US2008/002691

Additional numbers attached? Yes No

B. Patent No.(s)

5. Name and address to whom correspondence concerning document should be mailed:
 Name: Charles Kulkarni
 Internal Address: Jackson Walker L.L.P.
 Street Address: 1401 McKinney, Suite 1900
 City: Houston
 State: Texas Zip: 77010
 Phone Number: 713-752-4517
 Fax Number: 713-308-4135
 Email Address: ckulkarni@pdocket@jw.com

6. Total number of applications and patents involved: 3

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 120.00

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

8. Payment Information

Deposit Account Number 10-0096
 Authorized to be charged to account of Charles Kulkarni 60904207
 \$1 FC-8021 120.00 00

9. Signature: Charles Kulkarni
 Signature
 Charles Kulkarni
 Name of Person Signing

February, 2009
 Date

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

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

ASSIGNMENT

WHEREAS, an application for a PCT Patent (PCT/US08/02691) was filed on February 29, 2008 claiming priority to Provisional Application Serial No. 60/904,207 titled DEVICE AND METHODS FOR EXTRACORPOREAL ABLATION OF CIRCULATING CELLS (the "Invention");

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

WHEREAS, Christopher L. Coleman, a U.S. citizen, whose address is 3 Purple Martin Place, The Woodlands, Texas 77381 (an "ASSIGNOR") is an inventor of the Invention;

WHEREAS, Jon A. Schwartz, a U.S. citizen, whose address is 4107 New Meadows Court, Sugar Land, Texas 77479 (an "ASSIGNOR") is an inventor of the Invention;

WHEREAS, the ASSIGNOR has agreed to assign his rights in the Invention, including without limitation, said patent application to NANOSPECTRA BIOSCIENCES, INC. ("ASSIGNEE"), doing business at 8285 El Rio Street, Suite 150, 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:

ASSIGNOR hereby sells, assigns and transfers to ASSIGNEE, its successors and assigns, said ASSIGNOR'S 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.

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.

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.

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.

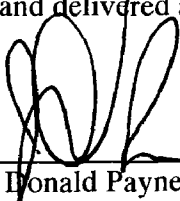
ASSIGNOR will, upon the written request of ASSIGNEE, its successors or assigns, execute all documents, prepared at the expense of ASSIGNEE, its successors or assigns, necessary or practicable in order to perfect ASSIGNEE's foreign and domestic title to any and all rights in the Invention conveyed hereunder, 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.

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.

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 as follows:

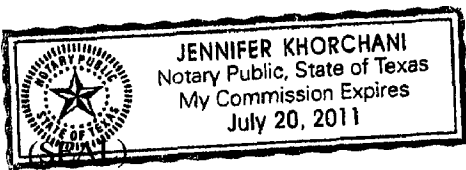
Inventor: 


J. Donald Payne

Date: December 12, 2008

State of Texas)
)
County of Harris)

Personally appeared before me this 12th day of December, 2008, 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.





Notary Public
My Commission expires 7/20/2011

Inventor:

Christopher L. Coleman
Christopher L. Coleman

Date: December 12, 2008

State of Texas)
County of Harris)

Personally appeared before me this 12th day of December, 2008, Christopher L. Coleman, 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.



(SEAL)

Jennifer Khorchani
Notary Public

My Commission expires 7/20/2011

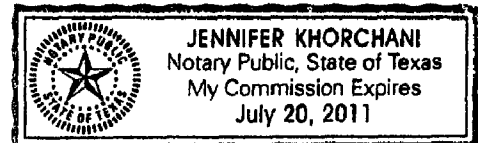
Inventor:

Jon A. Schwartz
Jon A. Schwartz

Date: December 12, 2008

State of Texas)
County of Harris)

Personally appeared before me this 12th day of December, 2008, Jon A. Schwartz, 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.



(SEAL)

Jennifer Khorchani
Notary Public

My Commission expires 7/20/2011