

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Nanospectra Biosciences, Inc.		12/22/2005	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	FFP Holdings 2002, L.P.		
Street Address:	2001 Kirby Drive		
Internal Address:	Suite 1210		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77019-6081		
Entity Type:	LIMITED PARTNERSHIP: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78376012	NANOSPECTRA	
CORRESPONDENCE DATA			
Fax Number:	(512)322-8383		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	512.322.2670		
Email:	apatent@bakerbotts.com		
Correspondent Name:	Baker Botts L.L.P.		
Address Line 1:	98 San Jacinto Blvd.		
Address Line 2:	Suite 1500		
Address Line 4:	Austin, TEXAS 78701		
ATTORNEY DOCKET NUMBER:	062454.0139		
NAME OF SUBMITTER:	Tracy E. Perez		
Signature:	/s/Tracy E. Perez/		

CH 78376012 \$40.00

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TRADEMARK
REEL: 003218 FRAME: 0536

Date:

12/29/2005

Total Attachments: 4

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GRANT OF SECURITY INTEREST**TRADEMARKS**

THIS GRANT OF SECURITY INTEREST, dated as of December 22, 2005, is executed by Nanospectra Biosciences, Inc. ("Debtor") in favor of FFP Holdings 2002, L.P., as Collateral Agent ("Collateral Agent") for the Secured Parties ("Secured Parties").

A. Pursuant to a Security Agreement, dated as of December 22, 2005 (the "Security Agreement"), between Debtor and Secured Parties, Debtor has granted a lien on and security interest in Debtor's property in favor of Secured Parties to secure Debtor's obligations with respect to financial accommodations made by Secured Parties to Debtor, all upon the terms and subject to the conditions set forth therein.

B. Debtor has adopted, used and is using the trademarks, more particularly described on Schedules 1-A and 1-B annexed hereto as part hereof, which trademarks are registered or subject to an application for registration in the United States Patent and Trademark Office (collectively, the "Trademarks"); and

C. Pursuant to the Security Agreement, Debtor has granted to Secured Parties a security interest in all right, title and interest of Debtor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the customer lists and records related to the Trademarks and the applications and registrations thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations, as defined in the Security Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Debtor does hereby further grant to Collateral Agent, on behalf of Secured Parties, a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Collateral Agent's address is:

FFP Holdings 2002, L.P.
c/o Sentinel Trust Company, LBA
2001 Kirby Drive, Suite 1210
Houston, Texas 77019-6081
Attn: David A. Bristol, Jr.

IN WITNESS WHEREOF, Debtor has caused this instrument to be executed as of the day and year first above written.

NANOSPECTRA BIOSCIENCES, INC.

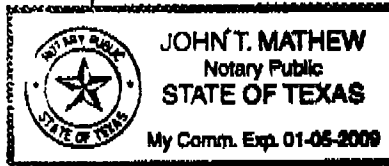
By: [Signature]
J. Donald Payne, President & CEO

STATE OF TEXAS)

COUNTY OF HARRIS)

On December 22, 2005 before me, JOHN T. MATHEW personally appeared J. Donald Payne, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on such instrument the person or entity on behalf of which the person acted executed the instrument.

WITNESS my hand and official seal.



Signature John Mathew (Seal)

SCHEDULE 1-A TO GRANT OF SECURITY INTEREST

TRADEMARKS

Debtor is the holder of the following registered Trademarks:

US Trademark Serial Number 78376012 "Nanospectra" registered March 1, 2005.

AUS01:404960

ATTACHMENT II
TRADEMARK SCHEDULE 1-A-I

TRADEMARK
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SCHEDULE 1-B TO GRANT OF SECURITY INTEREST

APPLICATIONS FOR TRADEMARKS

Debtor has filed the following trademark applications:

None.

AUS01:404960

ATTACHMENT II
TRADEMARK SCHEDULE 1-A-2

RECORDED: 12/29/2005

TRADEMARK
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