

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Spectral Diagnostics, Inc.		03/10/2006	CORPORATION: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Nanogen, Inc.		
<b>Street Address:</b>	10398 Pacific Center Court		
<b>City:</b>	San Diego		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92121		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2667759	CARDIAC STATUS	
<b>Registration Number:</b>	2547605	CARDIOQUANT	
<b>Serial Number:</b>	76580724	CMYO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(415)442-1001		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	415-442-1326		
<b>Email:</b>	ralpert@morganlewis.com		
<b>Correspondent Name:</b>	Rochelle D. Alpert		
<b>Address Line 1:</b>	One Market, Spear Street Tower		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94105		
<b>ATTORNEY DOCKET NUMBER:</b>	054468.0043		
<b>NAME OF SUBMITTER:</b>	Rochelle D. Alpert		
<b>Signature:</b>	/rda/		

CH \$90.00 2667759

Date:

05/19/2006

**Total Attachments: 5**

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## ASSIGNMENT OF TRADEMARKS

This Trademark Assignment (“Assignment”), is entered into as of February \_\_, 2006, among Spectral Diagnostics, Inc., a corporation formed by amalgamation under the Business Corporation Act (Ontario) (“Spectral”), Spectral Europe GmbH, a German limited liability corporation (“Spectral Germany”) and Spectral Diagnostics (U.S.), Inc., a Colorado corporation (“Spectral U.S.” and together with Spectral and Spectral Germany each an “Assignor” and collectively the “Assignors”) and Nanogen Inc., a Delaware corporation ( the “Assignee”).

WHEREAS, Assignors have adopted, owned and/or used the marks reflected in Exhibit A attached hereto and all other rights appurtenant thereto, including, but not limited to, all common law rights and trade name rights;

WHEREAS, Assignors own certain trademark registrations in the United States, Canada and certain other countries as reflected in Exhibit B attached hereto;

WHEREAS, Assignors own certain pending trademark applications in the United States, Canada and certain other countries as reflected in Exhibit C attached hereto;

WHEREAS, Assignors have intended to use the mark reflected in Exhibit D attached hereto in commerce and have filed an application in the United States, indicating that intention, but has not yet filed allegations of use under Sections 1(c) or (d) of the Trademark Act;

WHEREAS, the Assignors are assigning all their respective rights title and interests in and to the marks in the applications and registrations reflected in Exhibits A, B, C and D (collectively referred to as the “Trademarks” in this Assignment);

WHEREAS, the Assignee, is desirous of acquiring the Trademarks; and

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, each of the Assignors hereby, jointly and severally, assigns to Assignee, its successors and assigns all its respective rights title and interests in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks. Further, as to the mark reflected in Exhibit D, the Assignors assign to Assignee as well that portion of the business the mark represents as required by 15 U.S.C. Section 1060. This assignment includes the right to sue and recover damages for past and future infringements of any Assignor’s rights in the Trademarks and to bring any proceeding in the United States Patent and Trademark Office or any equivalent agency in any other country for cancellation or opposition or other proceeding in connection with the Trademarks. The right, title and interest is to be held and enjoyed by the Assignee and the Assignee’s successors and assigns as fully and exclusively as it would have been held and enjoyed by the Assignor had this assignment not been made.

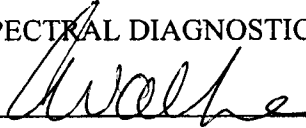
Each Assignor hereby agrees that the Assignee shall have the right to record this instrument of assignment in the United States Patent and Trademark Office and any other applicable jurisdiction throughout the world so as to establish the Assignee as the owner of record of the Trademarks in the United States or any other country.

Each Assignor further agrees that it will execute, verify, acknowledge and deliver all such further papers, including any instruments of transfer and recordable assignments, and perform such other acts as the Assignee may request from time to time, to perfect and vest title in the Trademarks in the Assignee, or the Assignee’s successors and assigns.

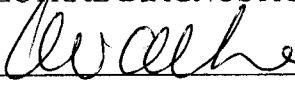
IN TESTIMONY WHEREOF, the Assignors and Assignee have executed this document on the date set forth below.

Assignor represents that it has the power to and is authorized to execute this document and, accordingly, does execute this document on the date indicated below.

SPECTRAL DIAGNOSTICS, INC.

      Dr. Paul Walker      March 10, 2006  
Signature      Print Name      Date


SPECTRAL DIAGNOSTICS (U.S.) INC.

      Dr. Paul Walker      March 10, 2006  
Signature      Print Name      Date

SPECTRAL EUROPE GMBH

      David Ray      March 10, 2006  
Signature      Print Name      Date

As Witnessed by:

      Heather Penny      March 10, 2006  
Signature      Print Name      Date



Donald Belovich  
A Notary Public in and for  
the Province of Ontario

DATED this 10 day of March, 2006

This confirms the assignment that was effective as of February 6, 2006.

The Assignee hereby accepts assignment of the assigned trademarks.

NANOGEN, INC.

*Robert Saltmarsh*  
Signature

Robert Saltmarsh  
Print Name

\_\_\_\_\_  
Date

**NOTARY PUBLIC REQUIRED**

As Witnessed by:

*Nancy L. Haney*  
Signature

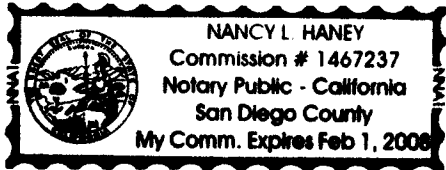
Nancy L. Haney  
Print Name

\_\_\_\_\_  
Date

State of California }  
County of San Diego } ss.

On January 20, 2006 before me, Nancy L. Haney, Notary Public, personally appeared Robert Saltmarsh personally known to me/proved to me on the basis of satisfactory evidence to be the person(s) whose Name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



*Nancy L. Haney*  
Signature

**Exhibit B-Trademark Registrations**

<b>Mark</b>	<b>Country</b>	<b>Registration Number</b>
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CARDIAC STATUS	USA	2667759
CARDIOQUANT	USA	2547605

**Exhibit D-Intent-to-Use Application in United States**

CMYO	USA	76/580724
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