

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
Bioscan, Inc.		03/23/2012	CORPORATION: DISTRICT OF COLUMBIA

RECEIVING PARTY DATA

Name:	New Health Capital Partners Fund I LP
Street Address:	1350 Avenue of the Americas, 9th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10019-4702
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	3320001	NANOSPECT
Registration Number:	3193254	NANOSPECT/CT
Registration Number:	3361021	HISPECT
Registration Number:	3850571	NANOPET/CT
Registration Number:	3931430	NANOPET

CORRESPONDENCE DATA

Fax Number: (302)636-5454
 Phone: 800-927-9801 x2348
 Email: jpaterso@cscinfo.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: Corporation Service Company
 Address Line 1: 1090 Vermont Avenue NW, Suite 430
 Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	148196-5	TRADEMARK
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NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	03/29/2012
Total Attachments: 5 source=3-29-11 Bioscan-TM#page1.tif source=3-29-11 Bioscan-TM#page2.tif source=3-29-11 Bioscan-TM#page3.tif source=3-29-11 Bioscan-TM#page4.tif source=3-29-11 Bioscan-TM#page5.tif	

GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, BIOSCAN, INC., a District of Columbia corporation ("**Grantor**"), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, Grantor has entered into a Credit Agreement dated as of March 23, 2012 (said Credit Agreement, as it may hereafter be amended, supplemented or otherwise modified from time to time, being the "**Credit Agreement**") with NEW HEALTH CAPITAL PARTNERS FUND I LP (in such capacity, "**Secured Party**") and other lenders from time to time party thereto, pursuant to which Secured Party and other such lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Company; and

WHEREAS, pursuant to the terms of a Security Agreement dated as of March 23, 2012 (said Security Agreement, as it may hereafter be amended, supplemented or otherwise modified from time to time, being the "**Security Agreement**"), among Grantor, Secured Party and the other grantors named therein, Grantor has created in favor of Secured Party a security interest in, and Secured Party has become a secured creditor with respect to, the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to Secured Party pursuant to the Security Agreement, Grantor hereby grants to Secured Party a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the "**Trademark Collateral**"):

(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to all trademarks, service marks, designs, logos, indicia, trade names, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on Schedule A annexed hereto) (collectively, the "**Trademarks**"), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications set forth on Schedule A annexed hereto), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries, and all goodwill of such Grantor's business symbolized by the Trademarks and associated therewith; and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any

indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term **“proceeds”** includes whatever is receivable or received when Trademark Collateral or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

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

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IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 23rd day of March, 2012

BIOSCAN, INC.

By: 

Staf van Cauter
President and CEO

Schedule A

List of registered Trademarks controlled by the Borrower and its Subsidiaries:

Trademark	Registration Number	Issue Date	Affidavit of Use	Affidavit of Incontestability	Registration Renewal
NanoSPECT (Class 9)	3320001	23-Oct-07	23-Oct-13	23-Oct-13	23-Oct-17
NanoSPECT/CT (Class 9)	3193254	2-Jan-07	2-Jan-13	2-Jan-13	2-Jan-17
HiSPECT (Class 9)	3361021	25-Dec-07	25-Dec-13	25-Dec-13	25-Dec-17
NanoPET/CT (Class 9)	3850571	21-Sep-10	21-Sep-16	21-Sep-16	21-Sep-20
NanoPET (Class 9)	3931430	15-Mar-11	15-Mar-18	15-Mar-18	15-Mar-21

A list of unregistered Trademarks used by the Borrower and its Subsidiaries includes:

- Bioscan
- BioPET
- BioPET/CT
- BioPET – 105
- BioPET/CT – 105
- BioPET – 205
- BioPET/CT – 205
- BioPET – 410
- BioPET/CT – 410
- BioPET/CT - 615
- BioFLECT
- BioFLECT/CT

