

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Aurora Instruments LLC		12/03/2003	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA	
Name:	Aurora Discovery, Inc.
Street Address:	9645 Scranton Road, Suite 140
City:	San Diego
State/Country:	CALIFORNIA
Postal Code:	92121
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 7		
Property Type	Number	Word Mark
Registration Number:	2386908	UHTSS
Serial Number:	78232201	FLYING REAGENT DISPENSER
Serial Number:	78232202	FRD
Serial Number:	78232200	TCPR
Serial Number:	78232199	TOPOLOGY COMPENSATING PLATE READER
Serial Number:	78232204	SCREENING ISLAND
Serial Number:	78257432	CHEMLIB

CORRESPONDENCE DATA	
Fax Number:	(212)506-5151
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Email:	bbreen@orrick.com
Correspondent Name:	Orrick, Herrington & Sutcliffe LLP
Address Line 1:	666 Fifth Avenue
Address Line 4:	New York, NEW YORK 10103

ATTORNEY DOCKET NUMBER:	13541/2
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**TRADEMARK**

**REEL: 002758 FRAME: 0508**

**CH \$190.00 2386908**

NAME OF SUBMITTER:

Bradford S. Breen

Total Attachments: 5

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**TRADEMARK ASSIGNMENT – Aurora Instruments LLC**

**THIS AGREEMENT** (the “Agreement”), is made and entered into this 3rd day of December, 2003 (the “Effective Date”), by and between Aurora Instruments LLC (“Assignor”), a Delaware limited liability company with an address at 9645 Scranton Road, Suite 140, San Diego, California 92121, and Aurora Discovery, Inc. (“Assignee”), a Delaware corporation with an address at 9645 Scranton Road, Suite 140, San Diego, California, 92121, (each a “Party” and collectively the “Parties”).

**WHEREAS**, Assignor is the owner of all rights, title and interest in and to the trademarks, trademark registrations and intent-to-use trademark applications as listed on Schedule A hereto (the “Marks”);

**WHEREAS**, Assignor’s parent corporation, Vertex Pharmaceuticals Incorporated (“Vertex”), and Assignee have agreed by an asset purchase agreement (the “Asset Purchase Agreement”) dated December 3, 2003 by and among Vertex, Assignor and Assignee, the terms of which are incorporated herein by reference, that Assignor shall sell, transfer, assign and set over unto Assignee, and Assignee shall accept, all rights, title and interest in and to the Marks, together with all of the goodwill associated therewith;

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements of the Parties and pursuant to the Asset Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. Assignor hereby sells, transfers, assigns and sets over to Assignee, as a successor to that portion of the business of Assignor to which the Marks pertain, all rights, title and interest (for all countries) in and to the Marks, including all common law rights therein and

all applications to register and registrations thereof and the good will that they represent, and all right, title and interest therein, on a world-wide basis, as well as the right to sue and collect damages in Assignee's own name for any and all past, present or future infringement, dilution, or other injury to the goodwill thereof.

2. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and any official of any country or countries foreign to the United States, whose duty is to issue trademark registrations, to issue the same to Assignee, its successors, assigns and legal representatives, or to such nominees as it may designate.

3. Assignor agrees that, whenever reasonably requested by Assignee and at Assignee's expense, Assignor will execute all papers, take all rightful oaths, and do all acts which may be reasonably necessary for vesting title in the Marks in Assignee, its successors, assigns and legal representatives or nominees.

4. Assignor hereby consents that a copy of this Assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document that may be required in any country for any purpose with respect to transfer of ownership of the Marks.

5. All of the rights, title and interest in and to the Marks sold, transferred, assigned and set over to Assignee hereunder include all income, royalties, damages and payments now or hereafter due or payable with respect thereto, and all causes of action (whether in law or equity) and the right to sue, counterclaim, and recover for the past, present and future infringement of the rights assigned or to be assigned hereunder.

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement as of the Effective Date hereof.

ASSIGNOR:

Aurora Instruments LLC

By: Peter J Cassin

Name: PETER J CASSIN

Title: President

ASSIGNEE:

Aurora Discovery, Inc.

By: [Signature]

Name: V.H. MACKOWSKI

Title: President

*PTC*

SCHEDULE A

Trademarks

MATTER NO.	TRADEMARK	COUNTRY ID	APP NO.	REG NO.	STATUS	FILE DATE
Auro-UHTSS-CA9	UHTSS	CA	1,003,869		ALLOWED	2/ 2/1999
Auro-UHTSS-CA10	UHTSS	CA	1,003,869		ALLOWED	2/ 2/1999
Auro-UHTSS-EU9	UHTSS	EU	1,064,385	1,064,385	REGISTERED	2/ 3/1999
Auro-UHTSS-EU10	UHTSS	EU	1,064,385	1,064,385	REGISTERED	2/ 3/1999
Auro-UHTSS-US9	UHTSS	US	75630,483	2,386,908	REGISTERED	8/ 4/1998
Auro-UHTSS-US10	UHTSS	US	75630,483	2,386,908	REGISTERED	8/ 4/1998
Auro-UHTS-EU9	UHTS	EU	1,064,369	1,064,369	REGISTERED	2/ 3/1999
Auro-UHTS-EU10	UHTS	EU	1,064,369	1,064,369	REGISTERED	2/ 3/1999
Auro-FLYING-US9	FLYING REAGENT DISPENSER	US	78232,201		PENDING	3/31/2003
Auro-FLYING-US10	FLYING REAGENT DISPENSER	US	78232,201		PENDING	3/31/2003
Auro-FRD-US9	FRD	US	78232,202		PENDING	3/31/2003
Auro-FRD-US10	FRD	US	78232,202		PENDING	3/31/2003
Auro-TCPR-US9	TCPR	US	78232,200		PENDING	3/31/2003
Auro-TCPR-US10	TCPR	US	78232,200		PENDING	3/31/2003
Auro-TOPOLOGY-US9	TOPOLOGY COMPENSATING PLATE READER	US	78232,199		PENDING	3/31/2003
Auro-TOPOLOGY-US10	TOPOLOGY COMPENSATING PLATE READER	US	78232,199		PENDING	3/31/2003
Auro-SCREENING-US9	SCREENING ISLAND	US	78232,204		PENDING	3/31/2003

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MATTER NO.	TRADEMARK	COUNTRY ID	APP NO.	REG NO.	STATUS	FILE DATE
AUTO-SCREENING-US10	SCREENING ISLAND	US	78/232,204		PENDING	3/31/2003
AUTO-CHEMLIB-US9	CHEMLIB	US	78/257,432		PENDING	6/3/2003
AUTO-CHEMLIB-US10	CHEMLIB	US	78/257,432		PENDING	6/3/2003

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