



102587833

To the Honorable Commissioner of Patents: original documents or copy thereof.

1. Name of conveying party(ies) Perkin Elmer Sciex Instruments **9-4-03**

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

Individual(s) Association
 General Partnership Limited Partnership
 Corporation - Suite Other

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

2. Names and address of receiving party(ies):

Name: Applied Biosystems/MDS Sciex Instruments
Internal Address:

2. Street Address: 71 Four Valley Drive,

City: Concord State: Ontario
ZIP: L4K 4V8
Country: Canada

Individual(s) citizenship
 Association
 General Partnership
 Corporation - State
 Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from Assignment) Additional names/addresses attached?
Yes NO

TRADEMARK FEE PROCESS RECEIVED
 2003 SEP -4 P 1:51
 US PATENT & TRADEMARK OFFICE

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name

Other

Execution Date: July 7, 2000

4. Application number(s) or registration number(s):

A. Trademark Application No. (s) 74/680,298

Additional numbers attached? Yes No

B. Trademark Registration No.(s)

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Richard J. Parr
 Internal Address: c/o Bereskin & Parr
 Street Address: Box 401, 40 King Street West

City: Toronto State: Ontario ZIP: M5H 3Y2
 Country: Canada

10/29/2003 6TON11 00000144 74680298
 01 FC:8521 40.00 DP

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41).....\$40.00

Enclosed
 Authorized to be charge deposit account

8. Deposit account number:
02-2095

(NO need to attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Richard J. Parr, Regn. 22,836 Richard J. Parr September 3, 2003
 Name of Person Signing Signature Date
 BP File # 571-309 Total number of pages including cover sheet: 8

OMD No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner Of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per documents to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2 1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

JOINT VENTURE NAME CHANGE AMENDMENT AGREEMENT

This Joint Venture Name Change Amendment Agreement (the "Agreement") is entered into by and among PE (Canada) Limited (formerly Perkin-Elmer (Canada) Limited) ("PE") with offices at Downsview, Ontario, Canada, MDS Inc. (formerly named MDS Health Group Limited) through its MDS Sciex Division ("Sciex"), with divisional offices at 71 Four Valley Drive, Concord, Ontario, Canada, PE Sciex Instruments, with offices at [] (the "Partnership"), and PE Corporation (NY) (formerly The Perkin-Elmer Corporation) ("PE Corp."), with offices at Norwalk, Connecticut, U.S.A.

RECITALS

PE and Sciex formed the Partnership as an Ontario partnership with the name "Perkin-Elmer/Sciex Instruments" pursuant to a Joint Venture Agreement dated as of October 31, 1986, among PE, Sciex and, for certain limited purposes specified therein, PE Corp. (as amended in writing to date, the "JV Agreement");

Previously, PE and Sciex caused the name of the Partnership to be changed from "Perkin-Elmer/Sciex Instruments" to "PE Sciex Instruments" in connection with a transfer of rights to the "Perkin-Elmer" name by PE Corp. and its affiliates to a third party;

PE Corp. and its affiliates are contemplating certain changes in their corporate and division names, and as part of such changes they intend to change the name under which their "PE Biosystems Group" conducts business from "PE Biosystems" to "Applied Biosystems" (the "New Name"); and

PE and Sciex now desire to change the name of the Partnership to incorporate the New Name and for the purpose of avoiding possible confusion in the marketplace between the Partnership and certain of its competitors.

NOW THEREFORE, in consideration of the mutual covenants, agreements, representations, warranties and obligations set forth herein, PE, PE Corp., Sciex and the Partnership agree as follows:

1. Amendment to Section 2.1. The second sentence of Section 2.1 of the JV Agreement is amended to read as follows: "The name under which the Partnership will conduct business shall be Applied Biosystems/MDS Sciex Instruments and the Partners shall forthwith cause the Partnership to be registered under that name under the applicable laws of all relevant jurisdictions."

2. Registration. Upon the execution and delivery of this Agreement, the parties to this Agreement shall cause the Partnership to make such governmental registrations, authorizations, permits or other filings (or amendments to existing registrations, authorizations, permits or other filings) in such jurisdictions as are

necessary to give effect to the change in the name of the Partnership as contemplated by Section 1 above and to enable the Partnership to conduct business lawfully under the name "Applied Biosystems/MDS Sciex Instruments" in the jurisdictions where the Partnership conducts business. The costs and expenses of the foregoing actions shall be for the account of the Partnership, and the Partnership shall promptly reimburse the parties for any such costs and expenses reasonably incurred by them in taking such actions.


3. Trademark Matters. The Partnership and Sciex acknowledge and agree that the New Name is a trademark of PE Corp. and/or its affiliates (other than the Partnership) and that the Partnership's rights to and use of that name for any and all purposes is strictly by license as a "P-E Trademark" under, and pursuant to the terms and conditions of, the Technology License Agreement dated as of October 31, 1986, as amended, among PE, Sciex and PE Corp. The Partnership and Sciex shall execute such other instruments and take such other actions as may be reasonably requested by PE or PE Corp. to give effect to the intent of this Section 3 under any applicable laws or regulations.

4. Miscellaneous. This Agreement, together with the JV Agreement and all of the Related Agreements (as defined in the JV Agreement), all as amended to date in writing, constitutes the entire and sole agreement and understanding among the parties hereto with respect to the subject matter hereof and supersedes any prior or contemporaneous understanding, agreement, representation or warranty, whether written or oral, with respect to the subject matter hereof. Without limitation of the foregoing, this Agreement expressly supersedes any prior agreements or understandings between or among the parties, whether written or oral, regarding the choice of the name of the Partnership. Except as expressly provided for in this Agreement, the JV Agreement and the Related Agreements shall remain in full force and effect in all respects without amendment or modification. The headings of this Agreement are inserted for the convenience of the parties only and in no way limit, define, or construe the terms of the Agreement. This Agreement shall be governed by and construed in accordance with the law of Ontario, Canada.

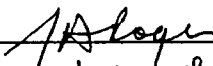
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IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed on the 7 day of July, 2000.

PE (CANADA) LIMITED

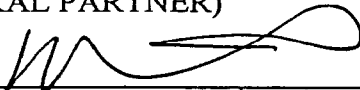
By: 
Name: DENNIS L. WINGER
Title: President of PE CANADA, LTD.

MDS INC, MDS SCIEX DIVISION

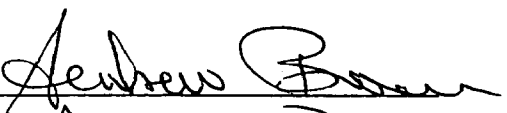
By: 
Name: JOHN ROGER
Title: PRES.

PE SCIEX INSTRUMENTS

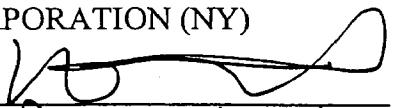
BY PE (CANADA) LIMITED
(GENERAL PARTNER)

By: 
Name: DENNIS L. WINGER
Title: President of PE CANADA, LTD.

BY MDS SCIEX DIVISION OF
MDS INC. (GENERAL PARTNER)

By: 
Name: ANDREW BOORN
Title: President, MDS SCIEX

PE CORPORATION (NY)

By: 
Name: DENNIS L. WINGER
Title: SUP + CFO

COPY

UNITED STATES

TRADEMARK APPLICATION: PRINCIPAL REGISTER

MARK: NANOSPRAY

CLASS NO: 9

To: Assistant Commissioner for Trademarks
2900 Crystal Drive
Arlington, Virginia
U.S.A. 22202-3513

Applicant: PERKIN ELMER SCIEX INSTRUMENTS, AN ONTARIO GENERAL PARTNERSHIP OF PERKIN ELMER (CANADA) LIMITED AND MDS HEALTH GROUP LIMITED (Perkin Elmer (Canada) Limited is incorporated under the laws of the Province of Ontario, Canada and MDS Health Group Limited is incorporated under the laws of Canada)

Business Address
and Situs: 71 Four Valley Drive
Concord, Ontario
Canada
L4K 4V8

The above-identified applicant requests registration of the mark shown in the accompanying drawing in the United States Patent and Trademark Office on the Principal Register established by the Act of 1946, as amended, for the following goods: ions sources which ionize samples to be analyzed, for use in mass spectrometers, in International Class 9.

Applicant intends to use the mark on or in connection with the goods by placing it on the goods or on packaging for the goods.

Applicant has filed an application for registration of the mark in Canada for the above goods on November 30, 1994, serial number 769,872. The applicant has a bona fide intention

TRADEMARK
REEL: 002854 FRAME: 0476

to use the mark in commerce on or in connection with the above-identified goods and asserts a claim of Convention priority based upon said Canadian application in accordance with Section 44(d) of the Act, as amended. A certified copy of the registration of the trademark to issue from the Canadian application will be filed upon issue.

SUGHRUE, MION, ZINN, MACPEAK & SEAS, whose postal address is 2100 Pennsylvania Avenue, N.W., Washington, D.C., U.S.A., 20037-3203, are hereby designated applicant's representatives upon whom notices or process in proceedings affecting the mark may be served.


Applicant hereby appoints Daniel R. Bereskin, Registration No. 22,257; Richard J. Parr, Registration No. 22,836; David W. R. Langton, Registration No. 27,747; H. Roger Hart, Registration No. 26,426; C. Lloyd Sarginson, Registration No. 29,245; H. Samuel Frost, Registration No. 31,696; Robert B. Storey, Registration No. 33,108; Philip Mendes da Costa, Registration No. 33,106; Cynthia Rowden; Jill W. Bradbury; Linda M. Kurdydyk; Jill Jarvis-Tonus; Michael E. Charles; Robin L. A. Coster; Shona S. McDiarmid; Amalia M. Trister; Jonathon G. Colombo; Jill M. Holmes; David M. Reive; Marie Lussier; Mark L. Robbins; and Justine Wiebe; all of BERESKIN & PARR, Box 401, 40 King Street West, 40th Floor, Scotia Plaza, Toronto, Ontario, M5H 3Y2, Canada, Registration No. 22,533, and telephone number (416) 364-7311, to prosecute the application to register, to

transact all business in the Patent and Trademark Office in connection therewith, and to receive the certificate of registration.

The undersigned Neil Reid, declares: that he is the General Manager of Perkin Elmer Sciex Instruments, and is authorized to execute this application on behalf of Perkin Elmer Sciex Instruments, that he believes Perkin Elmer Sciex Instruments to be the owner of the trademark sought to be registered, or if the application is being filed under 15 U.S.C. 1051(b), he believes the applicant to be entitled to use such mark in commerce; that to the best of his knowledge and belief no other person, firm, corporation or association has the right to use the mark in commerce, either in the identical form or in such near resemblance thereto as may be likely, when applied to the goods of such other person, to cause confusion, or to cause mistake, or to deceive; that all statements made herein of his own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that wilful false statements and the like so made are punishable by fine or imprisonment or both, under Section 1001 of Title 18 of the United States Code and that such wilful false statements may jeopardize the validity of the application or document or any registration resulting therefrom.

PERKIN ELMER SCIEX INSTRUMENTS, by
~~its partner MDS HEALTH GROUP~~
LIMITED

Date: May 25th, 1995

By: 
Title: General Manager PE SCIEX