

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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
Applera Corporation		10/22/2004	CORPORATION:

RECEIVING PARTY DATA	
Name:	APPLIED BIOSYSTEMS/MDS SCIEX INSTRUMENTS
Street Address:	71 Four Valley Drive
City:	Concord, Ontario
State/Country:	CANADA
Postal Code:	L4K 4V8
Entity Type:	PARTNERSHIP:

PROPERTY NUMBERS Total: 2		
Property Type	Number	Word Mark
Serial Number:	78436380	OPTI-TOF
Registration Number:	2540925	DATA EXPLORER

CORRESPONDENCE DATA	
Fax Number:	(858)720-2555
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	858-720-2500
Email:	kellyscanlan@paulhastings.com
Correspondent Name:	Paul, Hastings, Janofsky & Walker LLP
Address Line 1:	P.O. Box 919092
Address Line 4:	San Diego, CALIFORNIA 92191-9092

ATTORNEY DOCKET NUMBER:	36637.00005
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DOMESTIC REPRESENTATIVE	
Name:	
Address Line 1:	
Address Line 2:	
Address Line 3:	

CH \$65.00 78436380

Address Line 4:

NAME OF SUBMITTER:

Julia A. Miller

Total Attachments: 3
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ASSIGNMENT OF TRADEMARKS

For good and valuable consideration, the sufficiency of which is hereby acknowledged, APPLERA CORPORATION, a Delaware corporation having a place of business located at 301 Merritt 7, Norwalk, CT 06851, USA (hereinafter referred to as "Assignor"), hereby transfers and assigns to APPLIED BIOSYSTEMS/MDS SCIEX INSTRUMENTS, a partnership formed and existing under the laws of the Province of Ontario, Canada having a place of business located at 71 Four Valley Drive, Concord, Ontario L4K 4V8 Canada, (hereinafter referred to as "Assignee"), Assignor's entire right, title, and interest in the United States and all foreign countries in and to the trademarks and trademark applications listed in Exhibit A to this Assignment, and all trademarks which may be granted therefor (collectively, the "Marks"), including all common law rights, all registrations and applications for registration thereof, in and to the goodwill symbolized by the Marks, for Assignee's own use and benefit and for the use and benefit of its successors, assigns and other legal representatives, together with all rights, claims, actions, and causes of action that Assignor may have against any third party to the extent exclusively related to the Marks, including the right to claim damages for infringement prior to the date hereof of any of such Marks.

Assignor agrees that it will without further consideration, upon request from Assignee to perform such lawful acts, do all such things and execute all such documents as may be necessary or desirable to obtain and maintain such Marks and to vest title thereto in Assignee, its successors, assigns and legal representatives or nominees.

Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks, and to the corresponding entities or agencies in any applicable foreign countries, to issue to Assignee the right, title and interest in and to such Marks, for its sole use and benefit, and for the use and benefit of its successors and assigns, to the full end of the terms for which Marks may be granted as fully and entirely as the same would have been held by Assignor had this assignment and sale not been made.

EXHIBIT A

Pending Trademark Applications:

<i>Trademark</i>	<i>Application #</i>	<i>Application Date</i>
OPTI-TOF	78/436380	06/16/2004

Registered Trademarks:

<i>Trademark</i>	<i>Registration #</i>	<i>Registration Date</i>
DATA EXPLORER	2,540,925	02/19/2002