

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	04/01/2005

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
MiraiBio, Inc.		03/09/2005	CORPORATION: CALIFORNIA

**RECEIVING PARTY DATA**

Name:	Hitachi Software Engineering America, Ltd.
Street Address:	601 Gateway Boulevard
City:	South San Francisco
State/Country:	CALIFORNIA
Postal Code:	94080
Entity Type:	CORPORATION: CALIFORNIA

**PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark
Registration Number:	2779870	MIRAIBIO
Registration Number:	2724630	GENE SPEC
Registration Number:	2586078	CCDBIO
Serial Number:	78434242	MASTERPLEX
Serial Number:	76284881	STINGARRAY
Serial Number:	75878816	MIRAIBIO

**CORRESPONDENCE DATA**

Fax Number: (914)333-2785  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: (914) 333-2949  
 Email: david.cunningham@hal.hitachi.com  
 Correspondent Name: David Cunningham  
 Address Line 1: 50 Prospect Avenue  
 Address Line 2: Legal Department

CH \$165.00 2779870

Address Line 4: Tarrytown, NEW YORK 10591

NAME OF SUBMITTER:	David Cunningham
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Signature:	/David Cunningham/
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Date:	04/13/2005
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**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

In re Trademark Applications )  
Hitachi Software Engineering America, Ltd. )  
)  
)

Commissioner for Trademarks  
Alexandria, VA 22313-1451

**POWER OF ATTORNEY**

Hitachi Software Engineering America, Ltd. hereby appoints David Cunningham of 50 Prospect Avenue, Tarrytown, New York 10591 to prosecute the trademarks listed below and all other trademark applications and registrations, to transact all business in the United States Patent and Trademark Office in connection therewith, to receive the Certificate of Registration in connection with the trademarks.

<u>Trademarks</u>	<u>Reg. No./Serial No.</u>
MIRAIBIO	2,779,870
GENE SPEC	2,724,630
CCDBIO	2,586,078
MASTERPLEX	78/434,242
STINGARRAY	76/284,881
MIRAIBIO	75/878,816

Please include the correspondence address:

**David Cunningham, Esq.**  
**Hitachi America, Ltd.**  
**50 Prospect Avenue**  
**Tarrytown, NY 10591**  
**Telephone: (914) 333-2949**

Respectfully submitted,

Date: March 16, 2005

**Hitachi Software Engineering America, Ltd.**  
601 Gateway Boulevard  
South San Francisco, CA. 94080

By:   
(Signature)

Printed Name: Tetsuya Wakabayashi

Title: President

Exhibit A  
Assignment of Trademarks

This instrument executed and delivered on 9th day of March 2005 by MiraiBio, Inc. (hereinafter referred to as "MiraiBio"), a corporation organized and existing under the laws of California, with a place of business at 1201 Harbor Bay Parkway, Alameda, CA, USA to Hitachi Software Engineering America, Ltd. (hereinafter referred to as "HSEA") a corporation organized and existing under the laws of California, with its principal place of business at 601 Gateway Boulevard, South San Francisco, CA 94080, USA.

**WITNESSETH:**

**WHEREAS**, MiraiBio owns all right, title, and interest in and to the trademarks, service marks, registrations and applications for registration as set forth on attached Schedule A hereto and in part of the goodwill of the business of MiraiBio connected with the use of said trademarks, service marks, registrations and applications for registration thereof in the United States and elsewhere;

**WHEREAS**, HSEA is desirous of acquiring said trademarks, service marks, registrations and applications for registration thereof and said goodwill associated therewith;

**NOW, THEREFOR**, for good and valuable consideration, as set forth in the Agreement of Merger, dated March 9, 2005, by and among MiraiBio and HSEA, MiraiBio acts and agrees as follows:

1. MiraiBio hereby sells, assigns, conveys and transfers to HSEA, its legal representatives, successors and assigns, HSEA's entire right, title and interest in the United States and elsewhere in and to each and all of the following:

(a) the trademarks, service marks, registrations and applications for registration thereof identified in Schedule A hereto and that part of the goodwill of the business connected with the use of and symbolized by said trademarks, service marks and each of said registrations and registration applications;

(b) all rights to apply for, obtain, hold and renew registrations of said trademarks and service marks in the United States and elsewhere; and

(c) all claims, demands and causes of action of whatsoever nature which MiraiBio has with respect to said trademarks and service marks in the United States and elsewhere and all rights to sue and recover thereon, including, without limitations, all causes of action for, and all rights to sue for and to recover damages and profits for, past infringement of any rights in or to said trademarks and service marks.

MiraiBio hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and corresponding officials in other countries to record HSEA as the owner of

the trademarks, service marks and registrations and registration applications therefor identified in Schedule A hereto in accordance with this Agreement.

2. This instrument shall inure to the benefit of HSEA and its legal representatives, successors and assigns and shall be binding upon MiraiBio and its legal representatives, successors and assigns.

3. MiraiBio agrees to execute such further instruments as HSEA shall request and which shall be reasonably necessary to effectuate the premises.

IN WITNESS WHEREOF, MiraiBio has caused this instrument to be executed as of the date first above written.

ASSIGNOR:  
MiraiBio, Inc.

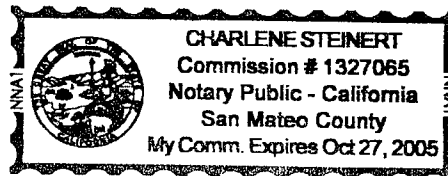
By   
Name (Print): Masakazu Kuji  
Title: President

STATE OF CALIFORNIA )  
                          ) ss:  
COUNTY OF SAN MATEO )

On this 9th day of March in the year 2005, before me, the undersigned, personally appeared MASAKAZU KUJI, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

  
(Signature of Notary Public)

[Affix notarial seal]



**SCHEDULE A**

	<b>COUNTRY</b>	<b>TRADEMARK</b>	<b>APPLN. NO./REG. NO.</b>	<b>FILING DATE</b>	<b>REG. DATE</b>
1.	USA	MIRAIBIO	Reg. No. 2,779,870	12/22/99	11/04/03
2.	USA	GENE SPEC	Reg. No. 2,724,630	9/02/99	6/10/03
3.	USA	CCDBIO	Reg. No. 2,586,078	2/07/00	6/25/02
4.	USA	MASTERPLEX	Appln. No. 78/434,242	6/11/04	
5.	USA	STINGARRAY	Appln. No. 76/284,881	7/13/01	
6.	USA	MIRAIBIO	Appln. No. 75/878,816	12/22/99	
7.		LUMINEX			
8.		FLEXMAP			