

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	03/20/2004

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Axon Instruments, Inc.		03/20/2004	CORPORATION: CALIFORNIA

**RECEIVING PARTY DATA**

Name:	Astros Acquisition Sub II, LLC
Street Address:	1311 Orleans Drive
City:	Sunnyvale
State/Country:	CALIFORNIA
Postal Code:	94089
Entity Type:	Limited Liability Company: CALIFORNIA

**PROPERTY NUMBERS Total: 17**

Property Type	Number	Word Mark
Registration Number:	2796139	DATAEXPRESS
Serial Number:	78318961	AXOPORATOR
Registration Number:	2843497	PATCHXPRESS
Registration Number:	2647186	ACUITY
Registration Number:	2571462	GENEPIX
Registration Number:	2620971	AXON LABORATORY
Registration Number:	2730268	IMAGEXPRESS
Registration Number:	2743771	OPUSXPRESS
Registration Number:	2379979	GENEPIX 4000
Registration Number:	2531068	AXON INSTRUMENTS
Registration Number:	2261484	MM-1 MOVEMENT MONITOR
Registration Number:	2362625	GUIDELINE SYSTEM 3000
Registration Number:	1720025	SMARTPROBE

OP \$440.00 2796139

Registration Number:	1783269	GENECLAMP
Registration Number:	1670120	AXON INSTRUMENTS
Registration Number:	1760593	DIGIDATA
Registration Number:	1679836	CYBERAMP

**CORRESPONDENCE DATA**

Fax Number: (415)836-2501

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 415.836.2557

Email: carolanne.bashir@dlapiper.com

Correspondent Name: Heather A. Dunn

Address Line 1: 153 Townsend Street

Address Line 4: San Francisco, CALIFORNIA 94107

NAME OF SUBMITTER:	Heather A. Dunn
Signature:	/Heather A. Dunn/
Date:	06/06/2005

**Total Attachments: 4**

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# AGREEMENT AND PLAN OF MERGER AND REORGANIZATION

**THIS AGREEMENT AND PLAN OF MERGER AND REORGANIZATION** (this "**Agreement**") is made and entered into as of March 20, 2004, by and among: **MOLECULAR DEVICES CORPORATION**, a Delaware corporation ("**Parent**"); **ASTROS ACQUISITION SUB I, INC.**, a California corporation and a wholly owned subsidiary of Parent ("**Merger Sub I**"); **ASTROS ACQUISITION SUB II, LLC**, a California limited liability company and a wholly owned subsidiary of Parent ("**Merger Sub II**," and together with Merger Sub I, "**Merger Subs**"); and **AXON INSTRUMENTS, INC.**, a California corporation (the "**Company**"). Certain capitalized terms used in this Agreement are defined in Exhibit A.

## RECITALS

**A.** Parent, Merger Subs and the Company intend to effect (1) a merger of Merger Sub I with and into the Company in accordance with this Agreement and the California General Corporation Law (the "**CGCL**") ("**Merger I**") and (2) immediately following the effectiveness of Merger I, a merger of the Company with and into Merger Sub II in accordance with this Agreement and the CGCL and the Beverly-Killea Limited Liability Company Act (the "**LLC Act**") ("**Merger II**," and together with Merger I, the "**Mergers**"). Upon consummation of the Mergers, the Company will cease to exist.

**B.** Parent, Merger Subs and the Company intend that Merger I and Merger II shall be treated as an integrated transaction and that the Mergers shall qualify as a tax-free reorganization within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended (the "**Code**").

**C.** For financial accounting purposes, it is intended that the Mergers be accounted for as a "purchase."

**D.** The respective boards of directors of Parent, Merger Sub I and Merger Sub II have approved this Agreement and the Mergers and the board of directors of the Company has approved this Agreement and Merger I.

**E.** Contemporaneously with the execution and delivery of this Agreement, certain holders of voting capital stock of the Company are executing and delivering to Parent a voting agreement (a "**Voting Agreement**") of even date herewith.

## AGREEMENT

The parties to this Agreement, intending to be legally bound, agree as follows:

### Section 1. DESCRIPTION OF TRANSACTION

**1.1 Mergers.** Upon the terms and subject to the conditions set forth in this Agreement and in accordance with the CGCL, at the Effective Time of Merger I, Merger Sub I shall be merged with and into the Company, and the separate existence of Merger Sub I shall cease. The Company shall continue as the surviving corporation in Merger I ("**Surviving Entity I**"). Immediately following the Effective Time of Merger I, upon the terms and subject to the conditions set forth in this Agreement and in accordance with the CGCL and the LLC Act, the Company will be merged with and into Merger Sub II, and the separate existence of the Company shall cease. Merger Sub II shall continue

as the surviving entity in Merger II (the “**Surviving Entity**”) and shall succeed to and assume all the rights and obligations of the Company in accordance with the CGCL and the LLC Act.

**1.2 Effect of the Mergers.** The Mergers shall have the effects set forth in this Agreement and in the applicable provisions of the CGCL and the LLC Act.

**1.3 Closing; Effective Times.** Subject to the satisfaction or waiver (as permitted by this Agreement and applicable Legal Requirements) of the conditions set forth in Sections 6 and 7 (other than those conditions that by their nature must be satisfied or waived at the Closing), the consummation of the transactions contemplated by this Agreement (the “**Closing**”) shall take place at the offices of Cooley Godward LLP, located at 3175 Hanover Street, Palo Alto, California, at 10:00 a.m. on a date to be designated by Parent (the “**Closing Date**”), which shall be no later than the third business day after the satisfaction or waiver of each of the conditions set forth in Sections 6 and 7, unless another time or date is agreed to in writing by the parties hereto. Contemporaneously with or as promptly as practicable after the Closing, the parties shall cause to be filed a properly executed agreement of merger (“**Agreement of Merger**”) for Merger I conforming to the requirements of the CGCL with the Secretary of State of the State of California. Immediately following the Effective Time of Merger I, the parties shall cause to be filed a properly executed Agreement of Merger for Merger II conforming to the requirements of the CGCL and the LLC Act with the Secretary of State of the State of California. Each Merger shall become effective at the time such Agreement of Merger is filed with the Secretary of State of the State of California or at such other time as the parties may agree and specify in the respective Agreement of Merger.

**1.4 Articles of Organization and Operating Agreement; Directors and Officers.**

**(a)** Unless otherwise determined by Parent prior to the Effective Time of Merger I:

**(i)** the Articles of Incorporation of Surviving Entity I immediately after the Effective Time of Merger I shall be the Articles of Incorporation of Merger Sub I immediately prior to the Effective Time of Merger I;

**(ii)** the bylaws of Surviving Entity I immediately after the Effective Time of Merger I shall be the bylaws of Merger Sub I immediately prior to the Effective Time of Merger I; and

**(iii)** the directors and officers of Surviving Entity I immediately after the Effective Time of Merger I shall be the respective individuals who are directors and officers of Merger Sub I immediately prior to the Effective Time of Merger I.

**(b)** Unless otherwise determined by Parent prior to the Effective Time of Merger II:

**(i)** the Articles of Organization of the Surviving Entity immediately after the Effective Time of Merger II shall be in a form approved by Parent;

**(ii)** the Operating Agreement of the Surviving Entity immediately after the Effective Time of Merger II shall be in a form approved by Parent; and

**(iii)** the directors and officers of the Surviving Entity immediately after the Effective Time of Merger II shall be the respective individuals who are directors and officers of Merger Sub II immediately prior to the Effective Time of Merger II.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first above written.

**MOLECULAR DEVICES CORPORATION**

By: /s/ Joseph D. Keegan  
Name: Joseph D. Keegan  
Title: President and Chief Executive Officer

**ASTROS ACQUISITION SUB I, INC.**

By: /s/ Joseph D. Keegan  
Name: Joseph D. Keegan  
Title: President and Chief Executive Officer

**ASTROS ACQUISITION SUB II, LLC**

By: /s/ Joseph D. Keegan  
Name: Joseph D. Keegan  
Title: President and Chief Executive Officer

**AXON INSTRUMENTS, INC.**

By: /s/ Alan Finkel  
Name: Alan Finkel  
Title: Chief Executive Officer

Publicly available US trademarks assigned to the Company as of March 15, 2004. Mutual agreement between Parent and the Company was reached with respect to restricting the disclosure to only public trademarks.

	Serial Number	Reg. Number	Word Mark
1	78129278	2796139	DATAXPRESS
2	78318961		AXOPORATOR
3	78172340		ECLAMP
4	76314005		PATCHXPRESS
5	76320994	2647186	ACUITY
6	76320326	2571462	GENEPIX
7	76314004	2620971	AXON LABORATORY
8	76314002	2730268	IMAGEXPRESS
9	76285173	2743771	OPUSXPRESS
10	76272228		PATCH ON A CHIP
11	75541505	2379979	GENEPIX 4000
12	75395177	2531068	AXON INSTRUMENTS
13	75320536	2261484	MM-1 MOVEMENT MONITOR
14	75309665	2362625	GUIDELINE SYSTEM 3000
15	75020897	2072729	IMAGE LIGHTNING
16	74233104	1720025	SMARTPROBE
17	74168044	1783269	GENECLAMP
18	74130377	1670120	AXON INSTRUMENTS
19	74089755	1760593	DIGIDATA
20	74079589	1679836	CYBERAMP

Material common law trademarks or service marks that are not registered.

1	PCLAMP
2	AXOGRAPH
3	MULTICLAMP
4	NEVER LET GO

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