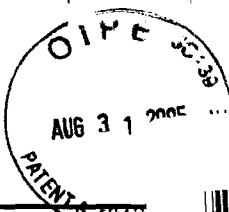


8-31-05



09-06-2005

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

DEPARTMENT OF COMMERCE
Patent and Trademark Office

**RECORDATION
TRADEMARK**



103074372

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Perkin Elmer Sciex Instruments

- Individual(s)
- General Partnership
- Corporation- State: _____
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) July 7, 2000

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Applied Biosystems/MDS Sciex Instruments

Internal Address: _____

Address: _____

Street Address: 71 Four Valley Drive

City: Concord

State: Ontario

Country: Canada Zip: L4K 4V8

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other _____

Citizenship _____
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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)
2,574,782

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

MICROIONS PRAY

5. Name & 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

Phone Number: (416) 364-7311

Fax Number: (416) 361-1398

Email Address: rparr@bereskinparr.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 02-2095
Authorized User Name Richard J. Parr

9. Signature:

Richard J. Parr

Signature

August 30, 2005

Date

Richard J. Parr, Reg. No. 22,836

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 3 4

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

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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.

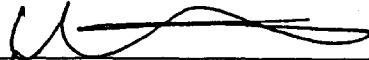
3. Trademark Matters. The Partnership and Sciex acknowledge and agree that the New Name is a trademark of PE Corp. and/or its affiliates (other than the Partnership) and that the Partnership's rights to and use of that name for any and all purposes is strictly by license as a "P-E Trademark" under, and 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.

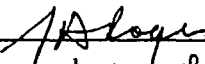
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IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed on the 7 day of July, 2000.

PE (CANADA) LIMITED

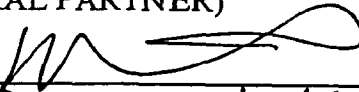
By: 
Name: DENNIS L. WINGER
Title: President of PE CANADA, LTD.

MDS INC, MDS SCIEX DIVISION


By: 
Name: JOHN ROGERS
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