

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Arcturus Bioscience, Inc.		04/03/2006	CORPORATION: CALIFORNIA

**RECEIVING PARTY DATA**

Name:	Molecular Devices Corporation
Street Address:	1311 Orleans Drive
City:	Sunnyvale
State/Country:	CALIFORNIA
Postal Code:	94089
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 10**

Property Type	Number	Word Mark
Registration Number:	2737410	AUTOPIX
Registration Number:	2585594	CAPSURE
Registration Number:	2617567	HISTOGENE
Registration Number:	2938930	PARADISE
Registration Number:	2699465	PICOPURE
Registration Number:	2296722	PIXCELL
Registration Number:	2630897	RIBOAMP
Registration Number:	2637687	SYSTEMS FOR MICROGENOMICS
Serial Number:	78543455	VERITAS
Registration Number:	2634506	ARCTURUS

**CORRESPONDENCE DATA**

Fax Number: (415)836-2501  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: (415) 836-2557

CH \$265.00 2737410

Email: carolanne.bashir@dlapiper.com  
Correspondent Name: Heather A. Dunn  
Address Line 1: 153 Townsend Street  
Address Line 2: Suite 800  
Address Line 4: San Francisco, CALIFORNIA 94107

ATTORNEY DOCKET NUMBER:	357272-100
NAME OF SUBMITTER:	Heather A. Dunn
Signature:	/Heather A. Dunn/
Date:	06/21/2006

**Total Attachments: 6**

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## TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (the "*Agreement*") is made and effective as of April 3, 2006, by and between Arcturus Bioscience, Inc., a California corporation ("*Seller*"), and Molecular Devices Corporation, a Delaware corporation ("*Purchaser*").

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of April 3, 2006, by and between Seller and Purchaser (the "*Asset Purchase Agreement*"), Purchaser is acquiring from Seller all of Seller's right, title and interest in and to the Acquired Trademarks (as defined below).

NOW, THEREFORE, for good and sufficient consideration, the receipt of which is hereby acknowledged:

1. Seller hereby sells, assigns and transfers to Purchaser, its successors and assigns, as the successor to Seller's business to which the Seller's trademarks (whether registered or unregistered), trademark applications, trade names, service marks (whether registered or unregistered), and service mark applications set forth on **Schedule I** hereto (collectively, the "*Acquired Trademarks*") pertain, all of its right, title and interest in and to the Acquired Trademarks, including all common law rights, in the United States of America and all other countries and jurisdictions of the world, together with the goodwill of the business symbolized by the Acquired Trademarks.

2. Seller hereby assigns to Purchaser all causes of action, claims and rights to damages or profits, due or accrued, arising out of past infringement of the Acquired Trademarks, or injury to the goodwill associated with the Acquired Trademarks, as well as the rights to sue for and recover the Acquired Trademarks in Purchaser's own name.

3. Seller covenants that it will cooperate in any actions (i) necessary for Purchaser to effectuate the transfer and assignment of the Acquired Trademarks to Purchaser, including without limitation the execution of documents necessary to record the assignment with the appropriate government agencies, at Seller's reasonable cost and expense; (ii) necessary for Purchaser to prosecute, renew or register its rights, title and interests in and to the Acquired Trademarks, including without limitation United States and foreign registrations, at Purchaser's cost and expense; and (iii) brought to enforce the rights assigned to Purchaser pursuant to this Agreement against third parties, at Purchaser's cost and expense.

4. In the event of any conflict between this Agreement and the Asset Purchase Agreement, the Asset Purchase Agreement shall control. Nothing in this Agreement shall be deemed to amend or modify in any way any of the terms and conditions of the Asset Purchase Agreement or any rights or obligations of the parties thereto. Nothing in this Agreement shall enlarge or expand the representations and warranties of Seller related to the Acquired Trademarks contained in the Asset Purchase Agreement. This Agreement shall be construed in accordance with, and governed in all respects by, the laws of the State of California (without giving effect to principles of conflicts of laws).

## Schedule I

All of the trademarks (whether registered or unregistered), trademark applications, trade names (including the trade names "Arcturus" and "Arcturus Bioscience" and all derivatives thereof), product names, service marks (whether registered or unregistered), service mark applications and domain name registrations (including the domain name www.arctur.com) that are owned by Seller and that were used in or are used in the Life Sciences Business, or are currently being evaluated by Seller (as evidenced in Records as of the date hereof) for use in the Life Sciences Business, including those identified in this **Schedule I**.

"Life Sciences Business" shall mean any business operations of Seller related to the research, development, marketing and promotion of Seller's instruments, reagents and disposable products for the molecular analysis of microscopic tissue samples, including the Specified Products, all as operated by Seller as of the date hereof. The "Life Sciences Business" expressly excludes Seller's business operations that relate exclusively to research and development with a goal of identifying clinically useful biomarkers and commercialization of products and services that measure validated biomarkers for the purposes of reporting a diagnostic result to a human patient or physician. "Specified Product" shall mean Seller's products for the molecular analysis of microscopic tissue samples including (a) all laser capture microdissection (LCM) instruments, (b) all reagents, disposable products and accessories used in connection with the LCM instruments, including reagents for nucleic acid isolation, amplification, detection and expression analysis, and micro-devices for low volume capture, extraction and purification of biological molecules, (c) all standalone products comprising any of the foregoing, and (d) all previous and future versions, translations, modifications, enhancements, improvements, upgrades, accessories, follow-ons or outgrowths of or to any of the foregoing or any related products currently under development. For clarity, the following Seller products are included in the Specified Products: Veritas™ XT Microdissection System, Veritas™ Microdissection System, PixCell® Iie LCM System, CapSure® LCM Caps, Paradise® Reagent System, Paradise® Whole Transcript RT Reagent System, RiboAmp® RNA Amplification Kit, RiboAmp® OA RNA Amplification Kit, RiboAmp® OA 1 Round RNA Amplification Kit, RiboAmp® HS RNA Amplification Kit, PicoPure® RNA Isolation Kit, PicoPure® DNA Extraction Kit, HistoGene® LCM Immunofluorescence Staining Kit, HistoGene® LCM Frozen Section Staining Kit, CapSure® HS LCM Caps, CapSure® Micro LCM Caps, ExtracSure™ Sample Extraction Devices, Miracol™ Purification Columns, PrepStrip™ Tissue Preparation Strips and AutoPix® Microdissection System. "Records" shall mean all books, records, files, data (whether in hard copy or electronic form), customer lists, customer records, copies of all documentation related to the accounts receivable generated from the Life Sciences Business, vendor records, research and development reports, scientific and technical documents (including original laboratory notebooks, data, vector maps, protocols, user manuals, and application notes that relate to the internal or commercial use of the Specified Products or otherwise to the Acquired Patents or Acquired Trademarks or that may be useful for prosecuting or enforcing the Acquired Patents or Acquired Trademarks) and advertising and promotional materials.

No.	Trademark	Serial No.	Registration No.	Jurisdiction
1.	AUTOPIX	76060707	2737410	United States
2.	CAPSURE	75393168	2585594	United States
3.	HISTOGENE	76259252	2617567	United States
4.	PARADISE	78299554	2938930	United States
5.	PICOPURE	76233344	2699465	United States
6.	PIXCELL	75392285	2296722	United States
7.	RIBOAMP	76259251	2630897	United States
8.	SYSTEMS FOR MICROGENOMICS	76229374	2637687	United States
9.	VERITAS	78543455	pending	United States
10.	ARCTURUS & DESIGN	76242889	2634506	United States
11.	ARCTURUS & DESIGN	002539096	2359096	United Kingdom
12.	ARCTURUS & DESIGN	2002-2490	47670915	Japan
13.	EXTRACSURE			
14.	PREPSTRIP			
15.	MIRACOL			

**TRADE NAMES:**

Arcturus  
 Arcturus Bioscience  
 Arcturus Engineering

**PRODUCT NAMES:**

Veritas™ XT Microdissection System  
 Veritas™ Microdissection System  
 PixCell® Iie LCM System  
 CapSure® LCM Caps  
 Paradise® Reagent System  
 Paradise® Whole Transcript RT Reagent System  
 RiboAmp® RNA Amplification Kit  
 RiboAmp® OA RNA Amplification Kit  
 RiboAmp® OA 1 Round RNA Amplification Kit  
 RiboAmp® HS RNA Amplification Kit  
 PicoPure® RNA Isolation Kit  
 PicoPure® DNA Extraction Kit  
 HistoGene® LCM Immunofluorescence Staining Kit  
 HistoGene® LCM Frozen Section Staining Kit  
 CapSure® HS LCM Caps

A  
B  
C  
D

CapSure® Macro LCM Caps  
ExtracSure™ Sample Extraction Devices  
Miracol™ Purification Columns  
Turbo Labeling  
PrepStrip™ Tissue Preparation Strips  
Autopix® Micro Dissection System

**DOMAIN NAMES; ACCOUNTS:**

www.arctur.com  
www.arcturuseurope.com  
www.arctureurope.com  
www.arcturusag.com  
www.arcturusbioscience.com  
http:www.arcturusbiosciences.com  
http:www.arcturusengineering.com  
webmail.arctur.com  
mail.arctur.com  
pop.arctur.com  
smtp.arctur.com  
mail.argturusag.com  
www.arcturusdx.com

**IN WITNESS WHEREOF**, Seller and Purchaser have each caused this Trademark Assignment Agreement to be duly executed and delivered as of the date first written above.

**PURCHASER:**

**MOLECULAR DEVICES CORPORATION**

By: 

Print Name: Timothy A. Harkness

Title: Chief Financial Officer,  
Senior Vice President  
Finance and Operations

**SELLER:**

**ARCTURUS BIOSCIENCE, INC.**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT AGREEMENT]

IN WITNESS WHEREOF, Seller and Purchaser have each caused this Trademark Assignment Agreement to be duly executed and delivered as of the date first written above.

PURCHASER:

MOLECULAR DEVICES CORPORATION

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

SELLER:

ARCTURUS BIOSCIENCE, INC.

By: *[Signature]*

Print Name: A. SCHUH

Title: CEO

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT AGREEMENT]