

Form PTO-1594 (Rev. 03/05)
OMB Collection 0651-0027 (exp. 6/30/2005)

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Attorney Docket No.: S2037-4000

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

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)

Name: Spectral Genomics, Inc..

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

Citizenship: (see guidelines) _____

Additional name(s) of conveying party(ies) attached? No

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

Execution date(s) April 28, 2006

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies):

Name: PerkinElmer LAS, Inc.

Internal
Address:
Street Address: 45 William Street
City: Wellesley
State: Massachusetts

Country: _____ U.S. Zip: 02481

- Association _____ Citizenship
 General Partnership Citizenship
 Limited Partnership Citizenship
 Corporation – Citizenship: Delaware
 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):

A. Trademark Application No(s):
See Schedule A attached.

B. Trademark Registration No(s):
See Schedule A attached.
Additional number(s) attached? Yes No

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

5. Name and address of party to whom correspondence concerning document should be mailed:

Ann Lamport Hammitte
Lowrie, Lando & Anastasi, LLP
Riverfront Office Park
One Main Street, Eleventh Floor
Cambridge, MA 0214

Phone No.: 617-395-7000
Fax No. 617-395-7070
Email Address: ahammitte@LL-A.com

6. Total number of applications and registrations involved:

Seven (7)

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


\$190.00

- 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: 50/2762

9. Signature:


Signature
Ann Lamport Hammitte
(Name of person signing)

July 31, 2006

Date

Total Number of pages including
cover sheet, attachments, and document. 7

Mail documents to be recorded with required cover sheet information to:
Mail Stop Assignment Recordation Services, Director of the U.S. Patent and Trademark Office, P.O. Box 1450,
Alexandria, VA 22313-1450

SCHEDULE A**U.S. Trademark Registrations
in the name of Spectral Genomics, Inc.**

Reg. No.	Reg. Date	Mark	Client Code/Matter
2,619,149	10-Sep-2002	TECHNOLOGY FOR THE GENOME	S2037-2000
2,890,704	05-Oct-2004	SPECTRAL GENOMICS (and Design)	S2037-2002
3,011,846	01-Nov-2005	CONSTITUTIONAL CHIP	S2037-2006
3,110,800	04-Jul-2006	SPECTRAL GENOMICS	S2037-2001
3,110,799	04-Jul-2006	SPECTRALWARE	S2037-2003

**U.S. Trademark Applications
in the name of Spectral Genomics, Inc.**

Appln. No.	Filing Date	Mark	Client Code/Matter
76/548243	01-Oct-2003	SPECTRAL CHIP	S2037-2004
76/548199	01-Oct-2003	46 CHROMOSOMES, INFINITE POSSIBILITIES	S2037-2005

789915.1

TRADEMARK AND TRADE NAME ASSIGNMENT

This TRADEMARK AND TRADE NAME ASSIGNMENT is dated as of April 28, 2006 (this "Assignment") between Spectral Genomics, Inc., a Delaware corporation (the "Assignor"), and PerkinElmer LAS, Inc., a Delaware corporation (the "Assignee").

WHEREAS, pursuant to that certain Asset Purchase Agreement between Assignor and Assignee dated as of April 28, 2006 (the "APA"), Assignor has agreed to sell to the Assignee the Assets and has agreed to assign to the Assignee all of the Assignor's rights, title and interests in and to Assignor's intellectual property included in those assets, including without limitation the trademarks and trade names identified on Schedule A attached hereto and all registered and unregistered domestic and foreign trademarks, trademark applications and renewal rights relating thereto (the "Marks").

NOW, THEREFORE, in consideration of the APA and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. The Assignor hereby assigns to the Assignee, its successors and assigns, all rights, title, and interests in and to the Marks, together with the goodwill associated therewith. To the extent that any of Assignor's rights or title in and to the Marks cannot be assigned and transferred by Assignor, then Assignor hereby grants Assignee an irrevocable, worldwide, fully paid-up, royalty-free, exclusive license, with the right to sublicense through multiple tiers, to make, have made, use, have used, sell, have sold, offer for sale, have offered for sale, import, have imported, improve, and otherwise exploit or utilize in any manner, the Marks.
2. Rights and Privileges. All rights and privileges, including the right to sue for and receive all damages from past infringements of the Mark, will be held and enjoyed by the Assignee and its successors, assigns and other legal representatives.
3. Further Assurances. Assignor agrees, at the Assignee's expense and request: (i) to assign, deliver and communicate to Assignee, its representatives, agents, successors and assigns any facts and materials relating to the Marks, including evidence for interference purposes or for other legal proceedings whenever requested and all files, documents and communications pertaining to the Marks, including all communications to and from the U.S. Patent and Trademark Office and any and all legal counsel advising on or assisting with the Marks; (ii) to testify in any interference or other legal proceedings whenever requested; (iii) to execute and deliver whenever requested all lawful papers required to make any of the foregoing provisions effective; and (iv) to generally provide all further cooperation, including taking such further action and executing such additional documents, which Assignee, its successors and assigns reasonably request to secure, obtain or enforce proper protection for the Marks and all associated rights in this or any foreign country.
4. Authorization. The Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any other official throughout the world

whose duty is to register and record ownership in trademark registrations and applications for registration of trademarks, to record the Assignee as the assignee and owner of any and all of the Assignor's rights in the Marks.

5. Covenant Not to Sue. Assignor hereby releases, discharges, and covenants not to assert against Assignee, and Assignee's parents, subsidiaries, contractors, customers, suppliers, affiliates, agents, employees, directors, representatives, successors, assigns, licensors, licensees, partners, joint venturers, and distributors all claims, causes, obligations, rights of action, or liabilities of any kind or nature, whether now existing or hereinafter arising and whether known or unknown, arising from or relating to proprietary rights in the Marks.


6. Miscellaneous. This Assignment will be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, each of which such successors and permitted assigns will be deemed to be a party hereto for all purposes hereof. This Assignment and any of the terms contained herein may be amended or modified by the Assignor and Assignee only in writing. This Assignment is executed by, and shall be binding upon, the Assignor and the Assignee and their respective successors and assigns, for the uses and purposes set forth and referred to above, effective immediately upon its delivery to the Assignee. In the event that any provision of this Assignment is construed to conflict with a provision in the Agreement, the provision in the Agreement shall be deemed to be controlling. This Assignment shall be governed by and construed in accordance with the laws of The Commonwealth of Massachusetts other than any provision of Massachusetts law that would result in the application of the laws of any jurisdiction other than The Commonwealth of Massachusetts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

7. Assignor hereby requests and authorizes Ropes & Gray, of One International Place, Boston, MA 02110 to insert hereon any further identification information necessary or desirable for recordation of this document, including the filing date and application number of assigned applications, if not yet known, when known.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have duly executed this Assignment as of the date first written above.

SPECTRAL GENOMICS, INC.

By: 
Name: Robert C. Johnson, Ph.D.
Title: President and Chief Executive Officer

PERKINELMER LAS, INC.

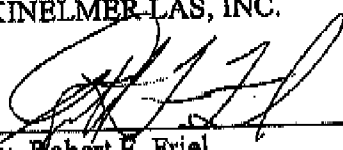
By: _____
Name: Robert F. Friel
Title: President

IN WITNESS WHEREOF, the parties have duly executed this Assignment as of the date first written above.

SPECTRAL GENOMICS, INC.

By: _____
Name: Robert C. Johnson, Ph.D.
Title: President and Chief Executive Officer

PERKINELMER-LAS, INC.

By:  _____
Name: Robert F. Friel
Title: President

Schedule A**Marks and Trade Names**

46 CHROMOSOMES, INFINITE POSSIBILITIES	Allowed
<i>Country:</i> United States of America	
<i>Classes:</i> 01 Int., 05 Int., 09 Int., 42 Int.	
CONSTITUTIONAL CHIP	Published
<i>Country:</i> United States of America	
<i>Classes:</i> 01 Int., 05 Int., 09 Int., 42 Int.	
SPECTRAL CHIP	Suspended
<i>Country:</i> United States of America	
SPECTRAL GENOMICS	Suspended
<i>Country:</i> United States of America	
<i>Classes:</i> 1, 5, 9, 42	
SPECTRAL GENOMICS & Design (Logo)	Registered
<i>Country:</i> United States of America	
<i>Classes:</i> 1, 5, 9, 42	
SPECTRALWARE	Suspended
<i>Country:</i> United States of America	
<i>Classes:</i> 9, 42	
TECHNOLOGY FOR THE GENOME	Registered
<i>Country:</i> United States of America	
<i>Classes:</i> 1, 5, 9, 42	



Date July 31, 2006

Number of pages (Including cover):8

F A X C O V E R

*****OFFICIAL FAX*****

To Assignment Recordation Services
Company United States Patent and Trademark Office
Fax 571-273-0140
From Ann Lamport Hammitte
Direct dial 617-395-7019
Our File # 52037-4000

CERTIFICATE OF FACSIMILE TRANSMISSION 37 C.F.R. § 1.8(a)

The undersigned hereby certifies that this document is being transmitted via facsimile to the attention of Assignment Recordation Services, Director of the U.S. Patent and Trademark Office, FAX number 571-273-0140, at P.O. Box 1450, Alexandria, VA 22313-1450, in accordance with 37 C.F.R. § 1.6(d), on the 31st day of July, 2006.


Ann Lamport Hammitte

ORIGINAL DOCUMENTS WILL NOT BE MAILED.

1. Assignment Recordation Form Cover Sheet (Form PTO-1594) for recordal of Assignment (1 pg.)
2. Schedule A - Registered and Pending U.S. Trademarks in the name of Spectral Genomics, Inc. (1 pg.)
3. Assignment dated April 28, 2006 from Spectral Genomics, Inc. to PerkinElmer LAS, Inc. (5 pgs.)

790726.1

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www.LL-A.com

TRADEMARK

RECORDED: 07/31/2006

REEL: 003358 FRAME: 0676