

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|----------------------------------|--|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Ciphergen Biosystems, Inc. | | 11/12/2006 | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Bio-Rad Laboratories, Inc. | | |
| Street Address: | 1000 Alfred Nobel Drive | | |
| City: | Hercules | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 94547 | | |
| Entity Type: | CORPORATION: DELAWARE | | |
| PROPERTY NUMBERS Total: 4 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2304569 | PROTEINCHIP | |
| Registration Number: | 2286154 | PROTEINCHIP | |
| Serial Number: | 78830167 | PROTEINCHIP | |
| Serial Number: | 78707338 | EQUALIZER | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (415)576-0300 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 415-576-0200 | | |
| Email: | mcm@townsend.com | | |
| Correspondent Name: | Margaret C. McHugh | | |
| Address Line 1: | Two Embarcadero Center | | |
| Address Line 2: | Eighth Floor | | |
| Address Line 4: | San Francisco, CALIFORNIA 94111 | | |
| ATTORNEY DOCKET NUMBER: | 002558-073100US | | |
| NAME OF SUBMITTER: | Margaret C. McHugh | | |

CH \$115.00 2304569

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|--|----------------------|
| Signature: | /Margaret C. McHugh/ |
| Date: | 02/05/2007 |
| Total Attachments: 3 source=Ciphergen Biosystems, Inc. - Bio-Rad Laboratories, Inc#page1.tif source=Ciphergen Biosystems, Inc. - Bio-Rad Laboratories, Inc#page2.tif source=Ciphergen Biosystems, Inc. - Bio-Rad Laboratories, Inc#page3.tif | |

TRADEMARK ASSIGNMENT

WHEREAS, CIPHERGEN Biosystems, Inc. ("Assignor"), a Delaware corporation, owns the trademarks listed on Schedule A ("Trademarks") attached hereto, and

WHEREAS, Bio-Rad Laboratories, Inc. ("Assignee"), a Delaware corporation, is desirous of acquiring the entire right, title and interest in and to the Trademarks from Assignor;

NOW, THEREFORE, for good and valuable consideration to Assignor by Assignee, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns and transfers unto Assignee, its successors and assigns, the entire right, title and interest of any kind and character throughout the world, in and to the Trademarks, to the full extent of its ownership or interest therein, including without limitation: (i) all domestic and foreign applications and registrations therefor, all trademarks that issue therefrom; (ii) the goodwill associated therewith; (iii) all rights to causes of action and remedies related thereto, including without limitation, the right to sue for past, present or future infringement, misappropriation or violation of rights related to the foregoing; and (iv) any and all other rights and interests arising out of, in connection with or in relation to the Trademarks.

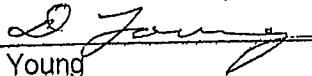
Upon said consideration, Assignor and Assignee do hereby covenant and agree that each will not execute any writing or do any act whatsoever conflicting with these presents, and that each and its successors and assigns will, at any time upon request, without further or additional consideration, but at its own expense, execute such additional writings and do such additional acts as Assignee; its successors and assigns, may reasonably deem necessary or desirable to perfect Assignee's enjoyment of these grants. Assignee will bear all expenses, including legal fees, in connection with the perfection of this Assignment including, without limitation, recordation of this Assignment with the United States Patent and Trademark Office or the equivalent in any other country.

Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any official of any other country whose duty it is to issue trademarks, or similar legal protection, to issue trademarks to Assignee, the same to be held by Assignee for its own use and benefit, to the full end of the term, if any, for which said trademarks are or may be granted, as fully and entirely as the same would have been held and enjoyed by the Assignor had this assignment not been made.

In Witness Whereof, said Assignor has, through its duly authorized agent executed this document on this 12th day of November 2006.

ASSIGNOR:

CIPHERGEN BIOSYSTEMS, INC.


Debra A. Young
Chief Financial Officer and
Vice President of Finance

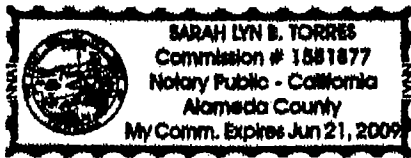
State of California)
) ss.
County of Alameda)

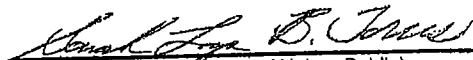
On November 12, 2006, before me, Sarah Lyn B. Torres, Notary Public, personally appeared
DEBRA A. YOUNG

personally known to me
 proved to me on the basis of satisfactory evidence

to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.




(Signature of Notary Public)

SCHEDULE A

TRADEMARKS TO BE ASSIGNED

REGISTERED OR APPLIED-FOR MARKS

| Country | Serial No. | Registration No. | Mark |
|---------|------------|------------------|-------------|
| US | 78/707,338 | | EQUALIZER |
| CN | 3146761 | 3146761 | PROTEINCHIP |
| CN | 3126737 | 3126737 | PROTEINCHIP |
| EU | 710780 | 710780 | PROTEINCHIP |
| IL | 152654 | 152653 | PROTEINCHIP |
| US | 75/317,222 | 2,304,569 | PROTEINCHIP |
| US | 78/830,167 | | PROTEINCHIP |
| US | 75/317,198 | 2,286,154 | PROTEINCHIP |

COMMON LAW MARKS

BIOMARKER PATTERNS™

CIPHERGENEXPRESS™

DEEP PROTEOME™

EQUALIZER™

EXPRESSION DIFFERENCE MAPPING™

INTERACTION DIFFERENCE MAPPING™

INTERACTION DISCOVERY MAPPING™

PATTERN TRACK™

PROTEINCHIP™

RETENTATE CHROMATOGRAPHY™