

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Astros Acquisition Sub II, LLC		04/02/2008	LIMITED LIABILITY COMPANY: CALIFORNIA

**RECEIVING PARTY DATA**

<b>Name:</b>	MDS ANALYTICAL TECHNOLOGIES (US) INC.
<b>Street Address:</b>	1311 Orleans Drive
<b>City:</b>	Sunnyvale
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	94089
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 17**

Property Type	Number	Word Mark
Registration Number:	1561919	PCLAMP
Registration Number:	1670120	AXON INSTRUMENTS
Registration Number:	1679836	CYBERAMP
Registration Number:	1720025	SMARTPROBE
Registration Number:	1760593	DIGIDATA
Registration Number:	1783269	GENECLAMP
Registration Number:	2379979	GENEPIX 4000
Registration Number:	2531068	AXON INSTRUMENTS
Registration Number:	2571462	GENEPIX
Registration Number:	2620971	AXON LABORATORY
Registration Number:	2647186	ACUITY
Registration Number:	2730268	IMAGEXPRESS
Registration Number:	2743771	OPUSXPRESS
Registration Number:	2796139	DATAEXPRESS

**CH \$440.00 1561919**

Registration Number:	2843497	PATCHXPRESS
Registration Number:	3013772	ECLAMP
Registration Number:	3064316	AXOPORATOR

**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 2: Suite 800  
Address Line 4: San Francisco, CALIFORNIA 94107

ATTORNEY DOCKET NUMBER:	357272-901200
NAME OF SUBMITTER:	Heather A. Dunn
Signature:	/Heather A. Dunn/
Date:	04/02/2008

**Total Attachments: 3**  
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## **TRADEMARK ASSIGNMENT**

This Trademark Assignment is made and entered into as of April 2, 2008, (this "Trademark Assignment"), by and between ASTROS ACQUISITION SUB II, LLC, a California Limited Liability Company ("Assignor"), and MDS Analytical Technologies (US) Inc., a Delaware corporation with offices at 1311 Orleans Drive, Sunnyvale, California 94089 ("Assignee").

### **RECITALS**

Assignor is the owner of the entire right, title and interest in and to all of the trademarks, service marks, trademark and service mark applications, domain names and trade names set forth on Schedule A attached hereto, together with all goodwill associated therewith.


### **ASSIGNMENT**

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby transfers, sells, assigns, conveys and delivers to Assignee and its successors and assigns, Assignor's entire right, title and interest in and to the trademarks, service marks, trademark and service mark applications, domain names and trade names set forth on Schedule A, together with the goodwill associated therewith, and any and all accounts, contract rights, warranties, litigation claims and rights, including the right to sue for and collect upon all claims for profits and damages as a result of past infringement, if any, and other general intangibles of Assignor related to any of the foregoing, in each case whether now existing or hereafter acquired or created, whether owned, leased or licensed beneficially or of record and whether owned, leased or licensed individually, jointly or otherwise, together with the products and proceeds thereof (including license royalties and the proceeds of infringement suits), and all payments and other distributions with respect thereto (collectively, the "Trademarks").


Assignor further agrees that it shall on the date hereof and from time to time thereafter, at the request and expense of Assignee, perform or cause to be performed such acts and execute, acknowledge and deliver at the request of Assignee, such documents as may reasonably be required to evidence or effectuate the sale, conveyance, assignment, transfer and delivery to Assignee of the Trademarks or for the performance by Assignor of any of its obligations hereunder. Upon written request by Assignee, Assignor hereby further agrees that Assignor will sign all lawful papers, execute such documents, make all lawful oaths and otherwise provide reasonable assistance to aid Assignee and its successors, assigns and nominees to enforce the Trademarks in all countries.

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment to be duly executed on their respective behalf, by their respective officers thereunto duly authorized, all as of the day and year first above written.

ASTROS ACQUISITION SUB II, LLC

By:   
Jan Hughes  
Vice President Worldwide Marketing

MDS ANALYTICAL TECHNOLOGIES (US) INC.

By:   
Jan Hughes  
Vice President Worldwide Marketing

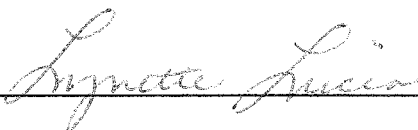
STATE OF CALIFORNIA

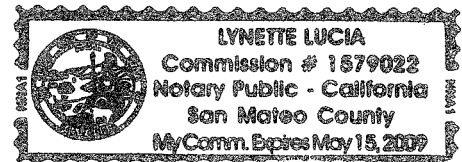
COUNTY OF SANTA CLARA

On April 2, 2008, before me, Lynette Lucia, Notary Public, personally appeared Jan Hughes, who 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 he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 



SCHEDULE A  
Trademarks

United States of America

<u>MARK</u>	<u>REG. NUMBER</u>
PCLAMP	1561919
AXON INSTRUMENTS	1670120
CYBERAMP	1679836
SMARTPROBE	1720025
DIGIDATA	1760593
GENECLAMP	1783269
GENEPIX 4000	2379979
AXON INSTRUMENTS	2531068
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PATCHXPRESS	2843497
ECLAMP	3013772
AXOPORATOR	3064316

United Kingdom

PATCH ON A CHIP	2329001
AXON INSTRUMENTS	1460652