

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
Applied Precision, LLC		04/29/2008	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Applied Precision, Inc.
Street Address:	360 Post Street, Suite 601
Internal Address:	c/o Telegraph Hill Partners
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94108
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	2489831	WORX
Registration Number:	2992338	WAVETUNER
Registration Number:	2749001	WAVETUNER
Registration Number:	2745760	SOFTWORX
Registration Number:	2166349	NANOVALVE
Registration Number:	2068385	NANOMOVER
Registration Number:	2068384	NANOMOTION
Registration Number:	2636935	FLOW POINT
Registration Number:	2492914	FLOW POINT
Registration Number:	2827172	DELTA VISION SPECTRIS
Registration Number:	1951203	DELTA VISION
Registration Number:	3376571	CELLWORX
Registration Number:	2485093	ARRAYWORX

CH \$390.00 2489831

Registration Number:	2197420	APPLIED PRECISION
Serial Number:	77154305	APPLIED PRECISION

CORRESPONDENCE DATA

Fax Number: (650)614-7401
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 650-614-7400
Email: agarcia@orrick.com
Correspondent Name: Thomas H. Zellerbach
Address Line 1: 4 Park Plaza, Suite 1600
Address Line 2: IP Prosecution Department
Address Line 4: Irvine, CALIFORNIA 92614-2558

ATTORNEY DOCKET NUMBER:	13541-5
NAME OF SUBMITTER:	Thomas H. Zellerbach
Signature:	/Thomas H. Zellerbach/
Date:	05/16/2008

Total Attachments: 5
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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment Agreement") is made effective as of April 29, 2008 by and between APPLIED PRECISION, LLC, a Delaware limited liability company ("Assignor"), and APPLIED PRECISION, INC, a Delaware corporation ("Assignee"). Assignor and Assignee are referred to herein individually as a "Party" and collectively as the "Parties".

WHEREAS, Assignor has agreed to sell substantially all of the assets related to its Life Science Division, which provides optical imaging systems, high content imaging and analysis systems, microarray readers and precision motion control solutions and related tools, to Assignee, pursuant to the Asset Purchase Agreement of even date hereof by and between Assignor and Assignee ("Purchase Agreement"), including the Marks (as defined below).

WHEREAS, Assignor is the current legal owner of the trademark registrations and trademark applications identified on Schedule 2.5(b) to the Purchase Agreement, a copy of which attached hereto as Schedule 1 (hereinafter collectively referred to as the "Marks").

WHEREAS, in connection with transactions contemplated under the Purchase Agreement and effective as of the Closing Date (as defined in the Purchase Agreement), Assignor desires to transfer, sell, assign, and convey the Marks, including all common law rights therein and all applications to register and registrations thereof, together with the goodwill pertaining thereto and all right, title and interest thereto, to Assignee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Assignment. Assignor hereby transfers, sells, assigns, and conveys unto Assignee all of its rights, title and interest in and to the Marks identified on Schedule 1 attached hereto, including all common law rights therein and all applications to register and registrations thereof and the goodwill pertaining thereto, and all right, title and interest thereto, on a world-wide basis, as well as the right to sue and collect damages in Assignee's own name for any and all past, present or future infringement, dilution, or other injury to the goodwill thereof, and Assignee hereby accepts such transfer, sale, assignment and conveyance.

2. Authorization and Request. Assignor hereby authorizes and requests the Commissioner of Trademarks of the United States, whose duty is to issue trademark registrations, to issue the same to Assignee, its successors, assigns and legal representatives, or to such nominees as it may designate.

3. Further Assurances. Assignor agrees to take such further action and to execute such documents as Assignee may reasonably request to effect the purposes of this Assignment Agreement.

4. Notices. Notices regarding this Assignment Agreement should be sent to:

if to Assignor, addressed as follows: Applied Precision LLC
1040 12th Avenue Northwest
Issaquah, WA 98027
Attention: Ronald Seubert & Steve Reichenbach
Facsimile No.: (425) 557-1055

with a copy to: Heller Ehrman LLP
701 Fifth Avenue, Suite 6100
Seattle, WA 98104
Attention: John Robertson, Esq.
Facsimile No.: (206) 447-0849

if to Assignee, addressed as follows: Applied Precision, Inc.
c/o Telegraph Hill Partners
Suite 601, 360 Post Street
San Francisco, CA 94108
Attention: Robert G. Shepler
Facsimile No.: (415) 765-6983

with a copy to: Orrick, Herrington & Sutcliffe LLP
The Orrick Building
405 Howard Street
San Francisco, California 94105-2669
Attention: John F. Seegal, Esq.
Facsimile: (415) 773-5759

5. Miscellaneous.

(a) Implementation; No Conflict. This Assignment Agreement has been executed to implement the Purchase Agreement and nothing contained herein shall be deemed or construed to impair or alter any of the provisions of the Purchase Agreement. No provision set forth in this Assignment Agreement shall be deemed to enlarge, alter or amend the terms or provisions of the Purchase Agreement. In the event of any conflict between the provisions of this Assignment Agreement and the provisions of the Purchase Agreement, the Purchase Agreement shall control.

(b) Entire Agreement. This Assignment Agreement and the Purchase Agreement and the other documents, agreements and instruments executed and delivered pursuant to the Purchase Agreement, contains the entire agreement between the Parties hereto with respect to the transactions contemplated by this Assignment Agreement and supersedes all prior arrangements, understandings, proposals, prospectuses, projections and related materials with respect thereto.

(c) Assignment. This Assignment Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and permitted assigns. This

Assignment Agreement shall not be assignable by any Party without the written consent of the other Party and any such purported assignment by any Party without such consent shall be void.

(d) Amendment. Any amendment or supplementation of this Assignment Agreement shall be effective only if in writing signed by each of the Parties hereto. Any waiver of any term or condition of this Assignment Agreement shall be effective only if in writing signed by the Party giving the waiver. A waiver of any breach or failure to enforce any of the terms or conditions of this Assignment Agreement shall not in any way affect, limit or waive a Party's rights hereunder at any time to enforce strict compliance thereafter with every term or condition of this Assignment Agreement, except to the extent such future rights are specifically included within the scope of such written waiver.

(e) Governing Law; Jurisdiction. This Assignment Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without regard to the choice of law principles thereof. The Parties agree to the exclusive jurisdiction of the state and federal courts located in the State of Delaware in connection with any action, suit or proceeding arising out of or relating to this Assignment Agreement or any of the transactions contemplated hereby.

(f) Severability. If any term or provision of this Assignment Agreement or the application thereof to any circumstance shall, in any jurisdiction, be invalid or unenforceable, such term or provision shall be ineffective as to such jurisdiction to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable such term or provision in any other jurisdiction, the remaining terms and provisions of this Assignment Agreement or the application of such terms and provisions to circumstances other than those as to which it is held invalid or enforceable.

(g) Headings. The descriptive headings of this Assignment Agreement are for convenience only and shall not control or affect the meaning or construction of any provision of this Assignment Agreement.

(h) Counterparts. This Assignment Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement. Facsimile signatures shall be treated as if they were originals.

Signature Page To Follow

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment Agreement to be executed effective as of Closing Date (as defined in the Purchase Agreement).

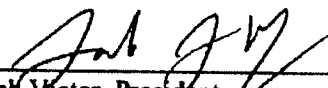
ASSIGNOR

APPLIED PRECISION LLC

By: 
Ronald Seubert, Chief Executive Officer

ASSIGNEE

APPLIED PRECISION, INC.

By: 
Joseph Victor, President

SIGNATURE PAGE TO TRADEMARK ASSIGNMENT AGREEMENT

SCHEDULE 1

to the Patent and Trademark Security Agreement

U.S. Trademarks of the Grantor

<u>Registration No.</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Registered Owner</u>	<u>Mark</u>
2,489,831	9/18/01	12/18/98	Applied Precision, LLC	WORX (Stylized)
2,992,338	9/6/05	7/7/04	Applied Precision, LLC	WAVETUNER
2,749,001	8/5/03	10/12/00	Applied Precision, LLC	WAVETUNER
2,745,760	8/5/03	8/28/00	Applied Precision, LLC	SOFTWORX
2,166,349	6/16/98	6/12/96	Applied Precision, LLC	NANOVALVE
2,068,385	6/10/97	6/2/95	Applied Precision, LLC	NANOMOVER
2,068,384	6/10/97	6/2/95	Applied Precision, LLC	NANOMOTION
2,636,935	10/15/02	3/6/01	Applied Precision, LLC	FLOWPOINT (Stylized)
2,492,914	9/25/01	12/3/97	Applied Precision, LLC	FLOWPOINT
2,827,172	3/30/04	10/15/02	Applied Precision, LLC	DELTAVISION SPECTRIS
1,951,203	1/23/96	2/24/95	Applied Precision, LLC	DELTAVISION
3,376,571	1/29/08	6/19/06	Applied Precision, LLC	CELLWORX
2,485,093	9/4/01	8/16/02	Applied Precision, LLC	ARRAYWORX
2,197,420	10/20/98	4/28/97	Applied Precision, LLC	APPLIED PRECISION

Pending U.S. Trademark Application of the Grantor

<u>Application No.</u>	<u>Filing Date</u>	<u>Applicant</u>	<u>Mark</u>
77/154,305	4/11/07	Applied Precision, LLC	APPLIED PRECISION