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
Applera Corporation		07/01/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Celera Corporation	
Street Address:	1401 Harbor Bay Parkway	
City:	Alameda	
State/Country:	CALIFORNIA	
Postal Code:	94502	
Entity Type:	CORPORATION: DELAWARE	

PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark
Serial Number:	76247743	CELERA
Registration Number:	2841585	AGENT
Registration Number:	2796011	BLASTMACHINE
Registration Number:	2851273	CELERA
Registration Number:	2813244	CELERA
Registration Number:	2750646	CELERA
Registration Number:	2891461	CELERA
Registration Number:	2900036	CELERA
Serial Number:	78338056	CELERA
Registration Number:	2854187	CELERA
Registration Number:	3073870	CELERA
Registration Number:	2954031	CELERA
Registration Number:	2767274	CELERA
Registration Number:	2498755	CELERA AGGEN
		TRADEMARK

TRADEMARK

REEL: 003854 FRAME: 0632

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Registration Number:	2998510	
Registration Number:	2860483	
Serial Number:	78097617	DIAGNOSTIC CONSTELLATION
Serial Number:	78749784	GENETIC RISK SCORE
Serial Number:	78218384	IMAGENETICS
Serial Number:	78313546	MATCHMAKER
Registration Number:	2193412	PARACEL
Serial Number:	76215608	SPEED MATTERS
Registration Number:	2520852	VIROSEQ

CORRESPONDENCE DATA

Fax Number: (650)638-6677

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 650-638-6566

Email: trademarks@applera.com

Correspondent Name: Jorge C. Barreno

Address Line 1: 850 Lincoln Centre Drive

Address Line 4: Foster City, CALIFORNIA 94404

NAME OF SUBMITTER:	Jorge C. Barreno
Signature:	/ka jorge/
Date:	09/16/2008

Total Attachments: 4

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement, dated and effective as of July 1, 2008 (the "<u>Assignment</u>"), is entered into by and between Applera Corporation, a Delaware corporation ("Assignor"), and Celera Corporation, a Delaware corporation ("<u>Assignee</u>").

WHEREAS, prior to the Separation (as defined below) Assignor conducted its business through two business segments – the Applied Biosystems Group, which primarily serves the life science industry, research community and other markets, including human identity testing, biosecurity, and quality and safety testing, by developing and marketing instrument-based systems, consumables, software, and services (the "Applied Biosystems Business"), and the Celera Group, which is primarily a human diagnostics business that delivers personalized disease management through a combination of products and services (as further defined herein, the "Celera Business"); and

WHEREAS, the board of directors of Assignor has determined that it is advisable and in the best interests of Assignor and its stockholders to separate the Celera Group from Assignor (the "Separation"), so that, following the completion of the Separation, the Celera Business will be conducted through Assignee as a separate, independent, publicly-traded company; and

WHEREAS, to effectuate the Separation, the parties have entered into that certain Separation Agreement, dated as of May 8, 2008, (the "Separation Agreement") setting forth, among other things, the terms and conditions of the Separation; and

WHEREAS, in connection with the Separation, Assignor wishes to transfer and Assignee wishes to accept ownership of certain intellectual property assets, including all of Assignor's right, title and interest, if any, in the trademark registrations and applications listed on Schedule A attached hereto (the "Trademarks").

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

Assignce and Assignee does hereby accept, in perpetuity, any and all of Assignor's right, title and interest in, to, and under (i) the Trademarks, including all registrations therefor and renewals thereof, and any and all intellectual property and other proprietary rights in and to such Trademarks, (ii) all goodwill appurtenant thereto or symbolized thereby, (iii) any and all legal actions and rights and remedies at law or in equity, including the right to sue for, collect and retain all damages, profits, proceeds, and all other remedies for past infringements, misappropriations, or other violations of the Trademarks; (iv) any and all income, royalties, damages and payments now or hereafter due or payable with respect to the Trademarks; and (v) any and all rights corresponding thereto throughout the world, for Assignee's own use and

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enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives (together, the "Assigned Rights").

- 2. Each party will, at Assignee's expense, take such further actions and execute promptly such further documents as are necessary to effect and record the above assignment, including any actions or documents required by the applicable registrar or other authority to document the transfer herein or as may be necessary to protect, secure and vest good, valid and marketable title to the Assigned Rights in Assignee.
- 3. Assignor authorizes the United States Patent and Trademark Office and any other appropriate foreign or international office or registrar to record the Trademarks as the property of Assignee and to issue certificates of registration to Assignee in Assignee's name.
- 4. This Assignment shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.
- 5. This Assignment shall be governed by, and construed in accordance with, the laws of Delaware, without reference to choice of law principles, including matters of construction, validity and performance.
- 6. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Assignment to produce or account for more than one set of counterparts signed by all of the parties. This Assignment shall become effective when each party to this Assignment shall have received counterparts signed by all of the other parties.

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IN WITNESS WHEREOF, the undersigned have executed this Assignment on the date first written above.

APPLERA CORPORATION

Name: Title:

CELERA CORPORATION

By: Name: Title:

Signature Page to Trademark Assignment Agreement

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IN WITNESS WHEREOF, the undersigned have executed this Assignment on the date first written above.

APPLERA CORPORATION

By:______ Name: Title:

CELERA CORPORATION

Name:

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RECORDED: 09/17/2008

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