

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
Caliper Life Sciences, Inc.		11/10/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Sotax Corporation
Street Address:	411 Caredean Drive, Suite A
City:	Horsham
State/Country:	PENNSYLVANIA
Postal Code:	19044
Entity Type:	CORPORATION: VIRGINIA

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	2526838	ZYMARK
Registration Number:	2562819	ZYMARK
Serial Number:	78859927	APW
Serial Number:	78859924	TPW
Registration Number:	1874587	MULTIDOSE
Registration Number:	2656982	PRELUDE
Registration Number:	1234421	ZYMARK
Registration Number:	1249359	ZYMARK
Registration Number:	1223170	ZYMARK
Serial Number:	74068081	ZYMARK AUTOMATION CERTIFIED PRODUCT

CORRESPONDENCE DATA	
Fax Number:	(215)981-4750
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	215.981.4547

OP \$265.00 2526838

Email: leonardm@pepperlaw.com
Correspondent Name: Michael J. Leonard, Esquire
Address Line 1: Eighteenth & Arch Streets
Address Line 2: 3000 Two Logan Square
Address Line 4: Philadelphia, PENNSYLVANIA 19103-2799

ATTORNEY DOCKET NUMBER:	124213.3
NAME OF SUBMITTER:	Michael J. Leonard
Signature:	/michael leonard/
Date:	11/25/2008

Total Attachments: 9

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "*Assignment*") is made this 10th day of November, 2008 by Caliper Life Sciences, Inc., a Delaware corporation (the "*Assignor*"), in favor of Sotax Corporation, a Virginia corporation ("*Assignee*").

WHEREAS, Assignor and Assignee have entered into that certain Asset Sale and Purchase Agreement dated October 29, 2008 (the "*Purchase Agreement*"), pursuant to which Assignor has agreed, *inter alia*, to assign to Assignee certain assets relating to the intellectual property of Assignor's business, including, without limitation: (a) those United States trademark registrations and applications set forth on Schedule A; (b) those foreign trademark registrations and applications set forth on Schedule B; (c) those common law trademarks and trade names set forth on Schedule C; (d) those domain names set forth on Schedule D (the foregoing U.S. and foreign trademark registrations and applications, common law trademarks and domain names collectively referred to herein as the "*Marks*"); and (e) the goodwill of the business associated with the Marks;

WHEREAS, pursuant to the Purchase Agreement, Assignee wishes to acquire and Assignor wishes to assign the entire right, title and interest in and to the Marks, together with the goodwill of the business with which the Marks are used; and

WHEREAS, Assignor is executing and delivering this Assignment in connection with and in order to satisfy a condition to the consummation of the transactions contemplated by the Purchase Agreement.

NOW THEREFORE, in consideration of the Purchase Price provided for in the Purchase Agreement and other good and valuable consideration, the receipt for and sufficiency of which is hereby acknowledged, and intending to be legally bound, Assignor and Assignee hereby agree as follows:

1. Certain Defined Terms. Unless otherwise defined in this Assignment, capitalized terms used in this Assignment shall have the respective meanings ascribed to such terms in the Purchase Agreement.
2. Assignment. Assignor does hereby assign, transfer and deliver to Assignee, and Assignee hereby receives and accepts from Assignor, all of Assignor's right, title and interest in and to the Marks and all rights associated therewith including, without limitation, common law rights and the right to sue for past, present and future dilution or infringement thereof, together with the goodwill associated with the Marks and the business in connection with which the Marks have been or are used.
3. Nonimpairment of Purchase Agreement. Neither the making nor the acceptance of this Assignment shall modify or alter the terms of the Purchase Agreement or constitute a waiver or release by Assignor or Assignee of any rights, liabilities, duties or obligations enjoyed by or imposed upon any of them under the Purchase Agreement including, without limitation, the representations and warranties thereof.

4. Registration. Assignor hereby authorizes and requests the Commissioner of the United States Patents and Trademarks Office and the empowered officials of all other governments, and the diverse registrars, commissioners and other official authorities charged with the registration and issuance of trademarks in the various jurisdictions affected to record Assignee as the owner of the Marks and to issue to Assignee, in lieu of Assignor, in accordance with this instrument, all future certificates, notices and any other communications and documents bearing on the Marks.

5. Power of Attorney. Assignor hereby constitutes and appoints Assignee and its successors and assigns, as Assignor's true and lawful attorney, with full power of substitution for Assignor, and in its name, place and stead or otherwise, but on behalf of and for the benefit of the Assignee and its successors and assigns, to take all actions and execute all documents on behalf of Assignor necessary to effect the assignment set forth in Section 2, and from time to time to institute and prosecute in the Assignee's name or otherwise, but at the direction and expense and for the benefit of the Assignee and its successors and assigns, any and all proceedings at law, in equity or otherwise, which the Assignee or its successors or assigns may deem proper in order to collect, assert or enforce any claim, right or title of any kind in and to any of the Marks and to defend and compromise any and all actions, suits and proceedings in respect of any of the Marks and to do any and all such acts and things in relation thereto as the Assignee or its successors or assigns shall deem advisable, Assignor hereby declaring that the appointment hereby made and the powers hereby granted are coupled with an interest and are and shall be irrevocable by Assignor in any manner or for any reason.






6. Further Assurances. Upon the request of the Assignee, or in case for any reason the Power of Attorney set forth in Section 5 is insufficient to effect the assignment set forth in Section 2 or effect any other purpose set forth in Section 5, Assignor agrees for itself and its successors, representatives and assigns, without further compensation, to perform such lawful acts and to sign such further applications, assignments, statements and other lawful documents as the Assignee may reasonably request to effectuate fully the assignment contained in Section 2 and the purposes set forth in Section 5. In addition, Assignor shall timely take any actions as are necessary or appropriate to effect the assignment such that Assignor's ownership of the domain name(s) set forth on Schedule D is properly reflected on the records of the appropriate domain name registrar(s), including, without limitation, electronically transferring all administrative and other rights in and to the domain name(s).

7. Binding Effect and Governing Law. This Assignment is binding on Assignor and its successors and assigns, and will inure to the benefit of Assignee and its successors and assigns, and shall be governed as to its validity, interpretation and effect by the laws of the State of New York without giving effect to any conflict or choice of law provision or rule that would cause the application of the laws of any jurisdiction other than New York.

8. Counterparts; Amendment. This Assignment may be executed in two (2) or more counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same instrument. The reproduction of signatures by means of facsimile device shall be treated as though such reproductions are executed originals. This Assignment cannot be amended without a writing signed by each of Assignor and Assignee.

SCHEDULE A










UNITED STATES TRADEMARK APPLICATIONS AND REGISTRATIONS

Trademark	Serial No. Reg. No.	Filing Date Reg. Date	Status
ZYMARK	76-010564 2,526,838	3/27/00 1/8/02	Registered
ZYMARK and Design 	75-787680 2,562,819	8/30/99 4/23/02	Registered
ZYMARK and Design 	73-359539 1,234,421	4/12/82 4/12/83	Cancelled
ZYMARK and Design 	73-359209 1,249,359	4/12/82 8/23/83	Cancelled
ZYMARK and Design 	73-359746 1,223,170	4/14/82 1/11/83	Cancelled
ZYMARK AUTOMATION CERTIFIED PRODUCT and Design 	74-068081	6/11/90	Abandoned

Title/Mark	Country	Application Date	Application No.	Registration Date	Registration No.	International Classes
APW	United States of America	Apr-12-2006	78/859,927			09
MULTIDOSE	United States of America	Jul-21-1993		Jan-17-1995	1,874,587	09
PRELUDE	United States of America	Jun-21-2000	76/074,566	Dec-03-2002	2,656,982	09
TPW	United States of America	Apr-12-2006	78/859.924			09

SCHEDULE B

FOREIGN TRADEMARK APPLICATIONS AND REGISTRATIONS

Trademark	Country	Serial No. Reg. No.	Filing Date Reg. Date	Status
ZYMARK DESIGN 	Canada	1030616 TMA559012	9/29/99 3/12/02	Registered
ZYMARK DESIGN 	Japan	2003-035400 4763278	5/1/03 4/9/04	Registered
ZYMARK; DESIGN 	Canada	92470-00 TMA295353	9/21/82 9/21/84	Expunged
ZYMARK; DESIGN 	United Kingdom	1180523	8/20/82	Expired
ZYMARK; DESIGN 	United Kingdom	1180522	8/20/82	Expired
ZYMARK DESIGN 	Japan	2001-013174	2/16/01	Abandoned
ZYMARK	Japan	S63-054696	5/17/88 1/31/94	Expired
ZYMARK; DESIGN 	Japan	S57-089872 2285788	10/12/82 11/30/90	Expired
ZYMARK; DESIGN 	Japan	S57-089873 1934211	10/12/82 2/25/87	Expired
ZYMARK; DESIGN 	Japan	H01-123094 2424640	10/12/82 6/30/92	Expired

Title/Mark	Country	Application Date	Application No.	Registration Date	Registration No.	International Classes
APW	Australia	May-14-2007	1176408			09
APW	China	Jun-01-2007	6084319			09
APW	European Community	May-15-2007		Apr-17-2008	5936646	09
APW	Japan	May-14-2007		Mar-14-2008	5118995	09
TPW	China	Jun-01-2007	6084320			09
TPW	European Community	May-15-2007		May-02-2008	5936638	09
TPW	Japan	May-14-2007		Mar-14-2008	5118994	09

SCHEDULE C

COMMON LAW TRADE NAMES AND TRADEMARKS

Trade Name
ZYMARK CORPORATION

SCHEDULE D

DOMAIN NAME REGISTRATION

Domain Name
zymark.com