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:	Dionex Corporation
Street Address:	1228 Titan Way
City:	Sunnyvale
State/Country:	CALIFORNIA
Postal Code:	94088
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1823624	AUTOTRACE

CORRESPONDENCE DATA

Fax Number: (415)442-1001

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

Phone: 415-442-1174

Email: proidmaier@morganlewis.com

Correspondent Name: David J. Brezner

Address Line 1: One Market, Spear Street Tower

Address Line 2: Morgan Lewis & Bockius

Address Line 4: San Francisco, CALIFORNIA 94105

ATTORNEY DOCKET NUMBER:	067407-2200
NAME OF SUBMITTER:	Peter F. Roidmaier
Signature:	/Peter F. Roidmaier/
Date:	04/03/2009

900130962 TRADEMARK REEL: 003966 FRAME: 0283 1823624

CH \$40.00

Total Attachments: 4
source=DOC683#page1.tif
source=DOC683#page2.tif
source=DOC683#page3.tif
source=DOC683#page4.tif

TRADEMARK REEL: 003966 FRAME: 0284

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made as of this 10th day of November, 2008 by CALIPER LIFE SCIENCES, INC., a Delaware corporation (the "Assignor"), in favor of DIONEX CORPORATION, a Delaware corporation ("Assignee").

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement of even date herewith (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 the United States trademark registration number 1823624 (the "Mark"), and the goodwill of the business associated with the Mark; and

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 Mark, together with the goodwill of the business with which the Mark are used.

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

- 1. <u>Certain Defined Terms</u>. 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. <u>Assignment.</u> 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 Mark 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 Mark and the business in connection with which the Mark has been or is used.
- 3. <u>Nonimpairment of Purchase Agreement</u>. 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. <u>Registration</u>. Assignor hereby authorizes and requests the Commissioner of the United States Patent and Trademark 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 Mark 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 Mark.
- 5. <u>Power of Attorney</u>. Assignor hereby constitutes and appoints Assignee and its successors and assigns, as Assignor's true and lawful attorney, with full power of

TRADEMARK REEL: 003966 FRAME: 0285

.

ħ.

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 the Mark and to defend and compromise any and all actions, suits and proceedings in respect of the Mark 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.
- 7. <u>Binding Effect and Governing Law</u>. 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 California 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 California.
- 8. <u>Counterparts: Amendment.</u> 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.

IN WITNESS WHEREOF, Assignor has caused their respective duly authorized representative to execute and deliver this Trademark Assignment as of the 10th day of November, 2008.

CALIPER LIFE SCIENCES, INC.

Dy: 4/ None Delete Delete

Name: Peter F. McAree

Title: Senior Vice President & CFO

COMMONWEALTH OF MASSACHUSETTS)

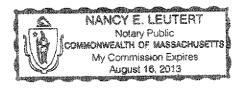
SS:
COUNTY OF

On this _/o day of November, 2008, before me personally appeared Peter F. McAree, known to me (satisfactorily proven) to be the person whose name is subscribed to the attached Trademark Assignment, and acknowledged that he or she, as the duly authorized Senior Vice President & CFO of Caliper Life Sciences, Inc., executed the same for the uses and purposes therein set forth.

SEAL

Notary Public: Manay Excuted

My commission expires:



SCHEDULE A

UNITED STATES TRADEMARK REGISTRATION

Title/Mark	Registration No.	Country	Registration Date
AUTOTRACE	1823624	United States of America	Feb-22-1994

#10176501 v4

RECORDED: 04/03/2009

TRADEMARK REEL: 003966 FRAME: 0288