

**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 Biosystems/MDS Analytical Technologies Instruments		10/02/2009	PARTNERSHIP: CANADA

**RECEIVING PARTY DATA**

Name:	AB Sciex Pte. Ltd.
Street Address:	80 Raffles Place #25-01
Internal Address:	UOB Plaza
City:	Singapore
State/Country:	SINGAPORE
Postal Code:	048624
Entity Type:	LIMITED LIABILITY COMPANY: SINGAPORE

**PROPERTY NUMBERS Total: 20**

Property Type	Number	Word Mark
Registration Number:	2462348	ANALYST
Registration Number:	3363678	CLIQUID
Registration Number:	2540925	DATA EXPLORER
Registration Number:	2241354	DELAYED EXTRACTION
Registration Number:	3410718	LIGHTSIGHT
Registration Number:	2659778	LINAC
Registration Number:	2593108	MALDI TOF/TOF
Registration Number:	2574782	MICROIONSPRAY
Registration Number:	2796411	NANOSPRAY
Registration Number:	3027341	OPTI-TOF
Registration Number:	2917905	PHOTOSPRAY
Registration Number:	2730949	Q TRAP
Registration Number:	3228531	QJET

CH \$515.00 2462348

**900154545**

**TRADEMARK  
 REEL: 004147 FRAME: 0550**

Registration Number:	2559238	QSTAR
Registration Number:	2428832	TURBOIONSPRAY
Serial Number:	77146490	FLASHID
Serial Number:	77146495	FLASHLASER
Serial Number:	77146484	FLASHQUANT
Serial Number:	77146488	FLASHVIEW
Serial Number:	77368010	IMETHODS

**CORRESPONDENCE DATA**

Fax Number: (212)446-6460  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 2124464800  
Email: hsmith@kirkland.com  
Correspondent Name: Hayley Smith, Senior Legal Assistant  
Address Line 1: Kirkland & Ellis LLP  
Address Line 2: 601 Lexington Avenue  
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER: 10335-1 TM ASSIGN (HS)

**DOMESTIC REPRESENTATIVE**

Name: Carl Rowold, Chief IP Counsel  
Address Line 1: c/o Danaher Corp  
Address Line 2: 1500 Mittel Blvd.  
Address Line 4: Wood Dale, ILLINOIS 60191

NAME OF SUBMITTER: Hayley Smith

Signature: //Hayley Smith//

Date: 02/11/2010

**Total Attachments: 11**

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## TRADEMARK ASSIGNMENT

This **TRADEMARK ASSIGNMENT** (the "Trademark Assignment"), effective as of January 29, 2010 (the "Effective Date"), is made by Applied Biosystems/MDS Analytical Technologies Instruments, an Ontario partnership, with an address of c/o MDS Inc. 2810 Matheson Blvd. East, Suite 500 Mississauga, Ontario L4W 4V9 ("Assignor") in favor of AB Sciex Pte. Ltd., a limited liability company organized under the laws of Singapore, with a registered address at 80 Raffles Place #25-01, UOB Plaza, Singapore (048624) ("Assignee").

**WHEREAS**, Assignor and Assignee have entered into that certain Trademark Purchase Agreement, dated January 29, 2010 (the "Trademark Purchase Agreement"), pursuant to which Assignor sells, assigns, transfers, conveys, and delivers to Assignee all of Assignor's right, title, and interest in and to certain assets, including, without limitation, the Assigned Trademarks (defined below).

**WHEREAS**, the Trademark Purchase Agreement and this Trademark Assignment are entered into in furtherance of facilitating the transaction contemplated by that certain Stock and Asset Purchase Agreement, dated September 2, 2009, by and among Life Technologies Corporation, Danaher Corporation and DH Technologies Development Pte. Ltd. (the "Life Purchase Agreement"), and that certain Stock and Asset Purchase Agreement dated as of September 2, 2009, by and among MDS Inc. and certain of its Affiliates, Danaher Corporation and DH Technologies Development Pte. Ltd. (the "MDS Purchase Agreement", together with the Life Purchase Agreement, the "Purchase Agreements").

**WHEREAS**, Assignee is the successor to that portion of the assets of the business of the Assignor to which the Assigned Trademarks pertain and such business is ongoing.

**NOW, THEREFORE**, in consideration of the promises and covenants set forth in the Purchase Agreements and the Trademark Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Conveyance. Assignor does hereby sell, assign, transfer, convey, and deliver to Assignee, free and clear of Encumbrances, other than Permitted Encumbrances, (as such terms are defined in the Purchase Agreements), all of Assignor's right, title and interest in, to and under the trademark registrations and trademark applications listed on Schedule A (collectively, the "Assigned Trademarks") and the goodwill associated therewith and symbolized by the Assigned Trademarks, including renewals therefor, together with all rights to collect royalties, products and proceeds in connection with any of the foregoing, and all rights to sue and bring other claims for past, present and future infringement, misappropriation or other violation of any of the

foregoing and all rights to recover damages (including attorney's fees and expenses) or lost profits in connection therewith.

2. Recordation. Assignor hereby requests the United States Patent and Trademark Office Commissioner for Trademarks and any other applicable governmental entity or registrar (including any applicable foreign or international office or registrar), to record Assignee as the assignee and owner of the Assigned Trademarks.

3. Information and Assistance. Upon Assignee's request, Assignor shall execute, acknowledge and deliver all such other instruments and documents and shall take all such other actions required to consummate and make fully effective the transaction contemplated by this Patent Assignment; provided that Assignee shall not be required to pay any further consideration or amounts therefor.

4. Successors and Assigns. This Trademark Assignment and all the provisions hereof shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns and nothing herein express or implied shall give or be construed to give to any person, other than the parties hereto and such permitted assigns, any legal or equitable rights hereunder.

5. Counterparts. This Trademark Assignment may be executed in two or more consecutive counterparts (including by facsimile), each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument, and shall become effective when one or more counterparts have been signed by each of the parties and delivered (by facsimile or otherwise) to the other parties.

6. Section Headings. The section headings contained in this Trademark Assignment are for reference purposes only, and shall not in any way affect the meaning or interpretation of this Trademark Assignment.

7. Purchase Agreements Control. This Trademark Assignment is provided pursuant to the Purchase Agreements, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned Trademarks. Nothing contained in this Trademark Assignment shall be deemed to modify, supersede, enlarge or affect the rights of any person under the Purchase Agreements. If any provision of this Trademark Assignment is inconsistent or conflicts with the Purchase Agreements, the Purchase Agreements shall control.

8. Governing Law. This Trademark Assignment and all claims or causes of action (whether in contract, tort or otherwise) that may be based upon, arise out of or relate to this Trademark Assignment or the negotiation, execution or performance of this Trademark Assignment shall be governed by and construed in accordance with the internal laws of the State of New York, without giving effect to any choice or conflict of law provision or rule (other than Sections 5-1401 and 5-1402 of the New York General Obligations Law).

*[Signature Page Follows]*

IN WITNESS WHEREOF, the undersigned have caused this Trademark Assignment to be executed as of the date first above written.


ASSIGNOR:

**Applied Biosystems/MDS Analytical Technologies Instruments**

By: MDS Inc., acting through its MDS Analytical Technologies Division, Partner

and

By: Applied Biosystems (Canada) Limited, Partner

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Douglas S. Prince**  
Executive Vice President Finance  
Chief Financial Officer

Acknowledged and Accepted:

AB Sciex Pte. Ltd.


By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

*[Signature page to Applied Biosystems/MDS Analytical Technologies Instruments – AB Sciex Pte. Ltd. Trademark Assignment.]*

**NOTARIAL CERTIFICATE**

CANADA )  
PROVINCE OF ONTARIO )  
CITY/COUNTY OF MISSISSAUGA )

I, Peter E. Brent the undersigned Notary Public do hereby certify that Douglas S. Prince, Executive Vice-President, Finance & Chief Financial Officer of MDS Inc., a Canadian Corporation, who signed the foregoing Assignment document, was authorized on the 29<sup>th</sup> day of January, to execute the foregoing Assignment document on behalf of MDS Inc., and to me acknowledged that he did sign the said document.



---

Peter E. Brent,  
Notary Public

IN WITNESS WHEREOF, the undersigned have caused this Trademark Assignment to be executed as of the date first above written.

ASSIGNOR:

**Applied Biosystems/MDS Analytical Technologies Instruments**

By: MDS Inc., acting through its MDS Analytical Technologies Division, Partner      and      By: Applied Biosystems (Canada) Limited, Partner

By: \_\_\_\_\_      By:  \_\_\_\_\_  
Name:      Name:  
Title:      Title:

Acknowledged and Accepted:

AB Sciex Pte. Ltd.

By: \_\_\_\_\_  
Name:  
Title:

*[Signature page to Applied Biosystems/MDS Analytical Technologies Instruments – AB Sciex Pte. Ltd. Trademark Assignment.]*



**NOTARIAL CERTIFICATE**

UNITED STATES OF AMERICA            )  
STATE OF NEW YORK                    : ss.:  
CITY/COUNTY OF NEW YORK)

I, **Rillan Butler**, the undersigned Notary Public do hereby certify that **David Szekeres**, as **Senior Corporate Counsel** of Applied Biosystems (Canada) Limited, a corporation existing under the laws of Canada, who signed the foregoing Assignment document, was authorized on the 26th day of January 2010, to execute the foregoing Assignment document on behalf of Applied Biosystems (Canada) Limited, and to me acknowledged that he/she did sign the said document.

  
\_\_\_\_\_  
Notary Public

**RILLAN BUTLER**  
**NOTARY PUBLIC, State of New York**  
**No. 01BU6149066**  
**Qualified in Kings County**  
**Commission Expires July 3, 20** 10

IN WITNESS WHEREOF, the undersigned have caused this Trademark Assignment to be executed as of the date first above written.

ASSIGNOR:

**Applied Biosystems/MDS Analytical Technologies Instruments**

By: MDS Inc., acting through its MDS Analytical Technologies Division, Partner      and      By: Applied Biosystems (Canada) Limited, Partner

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

Acknowledged and Accepted:

AB Sciex Pte. Ltd.

By: *Frank T. McFaden*  
Name: *Frank T. McFaden*  
Title: *Director*

*[Signature page to Applied Biosystems/MDS Analytical Technologies Instruments – AB Sciex Pte. Ltd. Trademark Assignment.]*

NOTARIAL CERTIFICATE

UNITED STATES OF AMERICA )  
STATE OF District of Columbia ss.: )  
CITY/COUNTY OF \_\_\_\_\_ )

I, Janice A. Tyler, the undersigned Notary Public do hereby certify that Frank T. McFaden, as Director of AB Sciex Pte. Ltd., a limited liability company organized under the laws of Singapore, who signed the foregoing Assignment document, was authorized on the 26 day of January 2010, to execute the foregoing Assignment document on behalf of AB Sciex Pte. Ltd., and to me acknowledged that he/she did sign the said document.

Janice A. Tyler  
Notary Public

Janice A. Tyler  
Notary Public, District of Columbia  
My Commission Expires 3/14/2013

District of Columbia: SS  
I have read and Sworn to before me  
this 26 day of January, 2010  
Janice A. Tyler  
Notary Public, District of Columbia  
My Commission Expires March 14, 2013

**SCHEDULE A TO TRADEMARK ASSIGNMENT**

<b>Mark</b>	<b>Country</b>	<b>Status</b>	<b>Date Filed</b>	<b>Application Number</b>	<b>Registration Date</b>	<b>Registration Number</b>
ANALYST	CA	Registered	9/21/2000	1,075,750	9/30/2002	TMA568223
ANALYST	JP	Registered	7/2/2003	2003-55338	12/19/2003	4736001
ANALYST	US	Registered	1/5/1999	75/615,796	6/19/2001	2462348
BIOSPECTROMETRY	JP	Registered	3/10/1998	H10-020161	12/24/1999	4348204
CLIQUID	US	Registered	5/24/2006	78/891,470	1/1/2008	3363678
DATA EXPLORER	US	Registered	12/23/1998	75/609,687	2/19/2002	2540925
DELAYED EXTRACTION	US	Registered	3/11/1997	75/255,599	4/20/1999	2241354
FLASHID	EM	Registered	4/3/2007	5807805	3/3/2008	5807805
FLASHID	US	Allowed	4/2/2007	77/146,490		
FLASHLASER	EM	Registered	4/3/2007	5807615	3/3/2008	5807615
FLASHLASER	US	Allowed	4/2/2007	77/146,495		
FLASHQUANT	EM	Registered	4/3/2007	5807581	3/3/2008	5807581
FLASHQUANT	US	Allowed	4/2/2007	77/146,484		
FLASHVIEW	EM	Registered	4/2/2007	5807672	4/1/2008	5807672
FLASHVIEW	US	Allowed	4/2/2007	77/146,488		
IMETHODS	US	Pending	1/9/2008	77/368,010		
LIGHTSIGHT	US	Registered	3/2/2006	78/828,041	4/8/2008	3410718
LINAC	US	Registered	1/27/1998	75/423,985	12/10/2002	2659778
MALDI TOF/TOF	EM	Registered	1/23/2002	2545630	6/21/2004	2545630
MALDI TOF/TOF	US	Registered	8/6/2001	78/077,663	7/9/2002	2593108
MICROIONSPRAY	US	Registered	11/2/1995	75/014,098	6/4/2002	2574782
NANOSPRAY	DE	Registered	5/30/1995	39523750.5	5/31/2005	39523750
NANOSPRAY	FR	Pending	5/30/1995	95 573605		95 573605
NANOSPRAY	GB	Registered	5/30/1995	2022241	2/23/1996	2022241
NANOSPRAY	US	Registered	5/26/1995	74/680,298	12/23/2003	2796411
OPTI-TOF	US	Registered	6/16/2004	78/436,380	12/13/2005	3027341
PHOTOSPRAY	US	Registered	12/20/2001	78/099,354	1/11/2005	2917905
Q TRAP	EM	Registered	4/8/2002	2647121	9/3/2003	2647121
Q TRAP	JP	Registered	4/5/2002	2002-33240	4/25/2003	4667101
Q TRAP	US	Registered	10/24/2001	78/089,943	6/24/2003	2730949
QJET	CA	Allowed	3/29/2005	1,252,771		
QJET	JP	Registered	4/7/2005	2005-31146	12/2/2005	4911725

Mark	Country	Status	Date Filed	Application Number	Registration Date	Registration Number
QJET	US	Registered	10/11/2004	78/497,990	4/10/2007	3228531
QSTAR	CA	Registered	3/4/1999	1,007,464	10/2/2003	TMA591333
QSTAR	EM	Registered	3/25/1999	1118991	4/20/2000	1118991
QSTAR	JP	Registered	3/25/1999	1127194	3/9/2001	4458907
QSTAR	US	Registered	9/25/1998	75/559,697	4/9/2002	2559238
SYMBIOT	EM	Registered	9/15/1998	930875	1/17/2000	930875
TOF/TOF	EM	Registered	1/31/2002	2558153	1/31/2002	2558153
TURBOIONSPRAY	US	Registered	2/11/1999	75/640,799	2/13/2001	2428832
VOYAGER-DE	EM	Registered	9/11/1997	628180	12/10/1998	628180
MICROIONSPRAY	DE	Registered	1/30/1996	39606110 9	10/17/1996	39606110