

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MDS Inc.		01/29/2010	CORPORATION: 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: 3

Property Type	Number	Word Mark
Serial Number:	78693612	CELLKEY
Registration Number:	1307768	ELAN
Registration Number:	1195033	SCIEX

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 2 (H. SMITH)
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DOMESTIC REPRESENTATIVE

900154552

**TRADEMARK
 REEL: 004147 FRAME: 0619**

CH \$90.00 78693612

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: 7

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TRADEMARK ASSIGNMENT

This **TRADEMARK ASSIGNMENT** (the "Trademark Assignment"), effective as of January 29, 2010 (the "Effective Date"), is made by MDS Inc., a company existing under the laws of Canada, located at 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 certain of its Affiliates, Assignee and Danaher Corporation are parties to that certain Stock and Asset Purchase Agreement, dated September 2, 2009 (the "Purchase Agreement"), pursuant to which Assignor has agreed to sell, assign, transfer, convey, and deliver to Assignee all of Assignor's right, title, and interest in and to certain assets, including, without limitation, the Assigned Trademarks (defined below).

WHEREAS, Assignor, Assignee, AB Sciex Pte. Ltd., AB Sciex LP have entered into that certain Business Transfer Agreement, dated January 29, 2010 (the "MDS BTA"), in furtherance of facilitating the transaction contemplated by the Purchase Agreement.

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; and

WHEREAS, pursuant to the Purchase Agreement and MDS BTA, Assignor and Assignee have agreed to enter into this Trademark Assignment.

NOW, THEREFORE, in consideration of the promises and covenants set forth in the Purchase Agreement and the MDS BTA 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 Agreement), 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 Agreement Controls. This Trademark Assignment is provided pursuant to the Purchase Agreement, 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 Agreement. If any provision of this Trademark Assignment is inconsistent or conflicts with the Purchase Agreement, the Purchase Agreement 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.

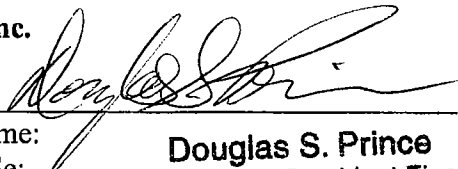
ASSIGNOR:

MDS Inc.

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 MDS Inc. – 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 29th 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:

MDS Inc.

By: _____
Name:
Title:

Acknowledged and Accepted:

AB Sciex Pte. Ltd.

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

[Signature page to MDS Inc. – 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
Subscribed and Sworn to before me
this 26 day of January 2010
Janice A. Tyler
Janice A. Tyler, Notary
My commission expires March 14, 2013

SCHEDULE A TO TRADEMARK ASSIGNMENT

MARK	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Class	Record Owner	Status
CELLKEY	Canada	1248529 2/25/2005	TMA727220 10/28/2008	9, 42	MDS Inc., through Its MDS Sciex Division	Registered
CELLKEY	CTM	4588951 8/12/2005	4588951 6/29/2006	9, 42	MDS Inc., through its division, MDS Sciex	Registered
CELLKEY	Japan	2005- 079466 8/25/2005	5000480 11/2/2006	9, 42	MDS Inc. through its MDS Sciex Division	Registered
CELLKEY	US	78693612 8/16/2005		9	MDS Inc.	Pending
ELAN	Canada	496035 12/9/1982	TMA284704 11/4/1983	10	MDS Inc.	Registered
ELAN	CTM	3640547 1/30/2004	3640547 6/7/2005	9	MDS Inc., through its division, MDS Sciex	Registered
ELAN	Japan	S58- 052517 6/9/1983	2008958 12/18/1987	1, 5, 6, 7, 8, 9, 10, 11, 12, 16, 20	MDS Inc.	Registered
ELAN	US	73427994 5/27/1983	1307768 12/4/1984	9	MDS Inc.	Registered
LINAC	Australia	754350 2/6/1998	754350 2/6/1998		MDS Inc.	Registered
LINAC	Canada	855935 9/12/1997	TMA582342 5/26/2003		MDS Inc.	Registered
LINAC	CTM	751511 2/12/1998	751511 10/14/1999		MDS Inc.	Registered
LINAC	Switzerland	1097/1998 2/12/1998	P-453698 8/12/1998		MDS Inc.	Registered
PLASMALOK	Canada	523400 6/11/1984	TMA307662 10/25/1985	10	MDS Inc.	Registered
PLASMALOK	US		1405540 8/19/1986		MDS Inc.	Cancelled
SCIEX	Canada	413824 7/28/1977	TMA238525 12/21/1979	9, 42	MDS Inc.	Registered
SCIEX	CTM	2342400 8/17/2001	2342400 9/2/2002	9, 42	MDS Inc., through its division, MDS Sciex	Registered
SCIEX	US	73156724 1/27/1978	1195033 5/11/1982	9, 42	MDS Inc.	Registered
TAGA	Canada	440181 5/28/1979	TMA243441 1 4/18/1980	10, 35	MDS Inc.	Registered