

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.		05/24/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Biotage LLC		
Street Address:	10430 Harris Oaks Blvd.		
Internal Address:	Suite C		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28269		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1965527	RAPIDTRACE	
Registration Number:	1583545	TURBOVAP	
CORRESPONDENCE DATA			
Fax Number:	(617)345-1300		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	617-345-1341		
Email:	matm@nixonpeabody.com		
Correspondent Name:	Michelle A. Massicotte		
Address Line 1:	100 Summer Street		
Address Line 2:	Nixon Peabody LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	057452-2		
NAME OF SUBMITTER:	Michelle A. Massicotte		

CH \$65.00 1965527

Signature:	/Michelle A. Massicotte/
Date:	06/10/2010
Total Attachments: 5 source=Biotage IP Bill of Sale#page1.tif source=Biotage IP Bill of Sale#page2.tif source=Biotage IP Bill of Sale#page3.tif source=Biotage IP Bill of Sale#page4.tif source=Biotage IP Bill of Sale#page6.tif	

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT & BILL OF SALE

This Intellectual Property Assignment Agreement & Bill of Sale (the "**IP Assignment Agreement**"), dated as of May 24, 2010, is entered into by and between Caliper Life Sciences, Inc., a Delaware corporation (the "**Seller**"), in favor of Biotage LLC, a Delaware limited liability company (the "**Buyer**"). All capitalized terms used in this IP Assignment Agreement and not defined herein shall have the respective meanings ascribed to them in the Purchase Agreement (as defined below).

RECITALS

WHEREAS, Seller and Buyer have entered into that certain Asset Purchase Agreement dated as of May 17, 2010 (the "**Purchase Agreement**"); and

WHEREAS, it is a condition to closing under the Purchase Agreement that Seller assign to Buyer the Intellectual Property, and Seller is willing to so assign the Intellectual Property on the terms provided for herein.

NOW, THEREFORE, the parties hereby agree as follows:

1. **Assignment**. In consideration of a portion of the Purchase Price paid by Buyer to Seller, Seller hereby assigns and transfers to Buyer, and Buyer hereby accepts, all of Seller's rights, title and interest in and to the Intellectual Property including all patents, trademarks and service marks as set forth in **Schedule 2.1(a)** of the Purchase Agreement, a copy of which is set forth on **Exhibit A** attached hereto, together with the goodwill of the business symbolized thereof, free and clear of all Liens.

2. **No Mergers**. The representations, warranties, covenants and agreements of the parties contained in the Purchase Agreement shall not merge into or with this IP Assignment Agreement but shall survive this IP Assignment Agreement and become a part hereof and shall continue in full force and effect for the period specified in the Purchase Agreement as though set forth herein at length. Neither the representations and warranties nor the rights and remedies of the parties under the Purchase Agreement shall be deemed to be enlarged, modified or altered in any way by such execution and acceptance of this IP Assignment Agreement. The terms and conditions of the Purchase Agreement shall solely govern the transfer of the Intellectual Property.

3. **Purchase Agreement Controls**. The foregoing is not intended to limit any rights as between Buyer and Seller under the Purchase Agreement. The parties hereto hereby acknowledged and agree that the transfer of the Intellectual Property hereby is subject to the terms of the Purchase Agreement and the assumptions and retentions of liabilities by the parties set forth therein. To the extent that any terms and provisions of this IP Assignment Agreement are in any way inconsistent with or in conflict with any term, condition or provision of the Purchase Agreement, the Purchase Agreement shall govern and control.

4. Further Assurances. Seller shall execute such other or additional instruments of transfer or conveyance in respect of the Intellectual Property as are reasonably requested by Buyer, including any applicable forms of assignment necessary for filing before the U.S. Patent and Trademark Office, or equivalent filings in foreign jurisdictions which may be reasonably necessary for vesting title to the Intellectual Property in Buyer, its successors, assigns and legal representatives or nominees.

5. Successors and Assigns. The provisions of this IP Assignment Agreement shall inure to the benefit of, and shall be binding upon, the parties, and their respective successors and assigns.

6. Governing Law. This IP Assignment Agreement shall be construed in accordance with, and the rights of the parties hereunder shall be governed by, the laws of The Commonwealth of Massachusetts, without regard for its principles of conflicts of law.

7. Captions. The captions and headings contained in this IP Assignment Agreement are for convenience of reference only and shall not be deemed to define or limit the provisions hereof.

8. Counterparts. This IP Assignment Agreement may be executed in one or more counterparts, and counterparts may be exchanged by electronic transmission, each of which will be deemed an original, but all of which together constitute one and the same instrument.

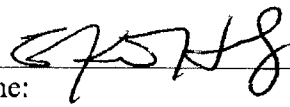
9. Miscellaneous. This IP Assignment Agreement may only be amended in writing signed by the parties. Any term of this IP Assignment Agreement that is found to be invalid or unenforceable shall not affect the validity and enforceability of the remaining terms of this IP Assignment Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this IP Assignment Agreement as of the date and year first written above.

Seller:

CALIPER LIFE SCIENCES, INC.,
a Delaware corporation

By  _____
Name:
Title:

Buyer:

BIOTAGE LLC,
a Delaware limited liability company

By _____
Name:
Title:

IN WITNESS WHEREOF, the parties have executed this IP Assignment Agreement as of the date and year first written above.

Seller:

CALIPER LIFE SCIENCES, INC.,
a Delaware corporation

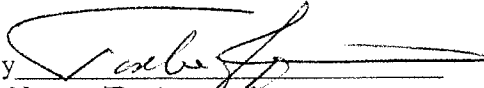
By _____

Name:

Title:

Buyer:

BIOTAGE LLC,
a Delaware limited liability company

By 

Name: *Torben Sorensen*

Title: *CEO*

{IP Bill of Sale and Assignment Agreement Signature Page}

Trademarks and Trademark Applications:

COUNTRY	REG #	REG DATE	SERIAL #	FILED DATE	MARK
United States	1965527	Apr-02-1996	74665431	Apr-24-1995	RAPIDTRACE
United States	1583545	Feb-20-1990	73780183	Feb-13-1989	TURBOVAP