TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	09/12/2006

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
AURORA DISCOVERY, INC.		09/12/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	BECKMAN COULTER, INC.
Street Address:	250 S. Kraemer Blvd.
City:	Brea
State/Country:	CALIFORNIA
Postal Code:	92821
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	3140093	BIORAPTR
Registration Number:	2960913	FLYING REAGENT DISPENSER
Registration Number:	2953356	FRD
Registration Number:	3124644	PICORAPTR
Serial Number:	78481896	NANORAPTR
Registration Number:	2386908	UHTSS
Registration Number:	2575217	VIPR

CORRESPONDENCE DATA

Fax Number: 7142234601

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Phone: (714) 993-5321

Email: patentadministrationfullerton@beckman.com

Correspondent Name: Michael C Schiffer

TRADEMARK REEL: 004857 FRAME: 0427 OP \$190.00 3140093

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Address Line 1: BECKMAN CC Address Line 2: 250 S. Kraeme Address Line 4: Brea, CALIFO	r Blvd.
ATTORNEY DOCKET NUMBER:	AURORA-BCI TM ASSIGN TRC
NAME OF SUBMITTER:	Michael C. Schiffer
Signature:	/mcs/
Date:	09/07/2012
Total Attachments: 6 source=Aurora Assignment#page1.tif source=Aurora Assignment#page2.tif source=Aurora Assignment#page3.tif source=Aurora Assignment#page4.tif source=Aurora Assignment#page5.tif source=Aurora Assignment#page6.tif	

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("Assignment") is made September 12, 2006, by and between Aurora Discovery, Inc., a Delaware corporation ("Assignor"), and Beckman Coulter, Inc., a Delaware corporation ("Assignee").

Assignor and Assignee are parties to that certain Asset Purchase Agreement, of even date herewith, pursuant to which Assignee will purchase Assignor's low volume liquid handling, dispensing and detection instrumentation and systems business (the "Purchase Agreement").

As set forth in the Purchase Agreement and included in its sale of Purchased Assets to Assignee, Assignor has agreed to assign to Assignee all of its right, title and interest in and to the Seller Proprietary Rights, including the Patents and Trademarks identified in Exhibit A hereto. This Assignment effects the foregoing.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. <u>Definitions</u>. All undefined capitalized terms used herein shall have the meanings ascribed to such terms in the Purchase Agreement.
- 2. <u>Assignment</u>. Assignor hereby irrevocably assigns and conveys to Assignee, all of Assignor's worldwide right, title and interest of whatever nature in and to the Seller Proprietary Rights. Assignor acknowledges and agrees that the foregoing assignment and conveyance of the Seller Proprietary Rights shall include, without limitation, the assignment and conveyance to Assignee of the Patents and Trademarks identified in <u>Exhibit A</u> hereto.
- 3. <u>Further Assurances</u>. Assignor shall promptly take all action deemed necessary by Assignee to facilitate and further memorialize and effect the assignment and conveyance of the Seller Proprietary Rights to Assignee described in <u>Section 2</u> herein.
- 5. This Assignment: (i) shall be governed by California law, without Miscellaneous. reference to its conflict of law principles; (ii) together with the Purchase Agreement and the agreements and transactions described therein, sets forth the entire understanding of Assignor and Assignee, and supersedes all prior oral or written understandings and agreements with respect to the subject matter hereof; (iii) shall not be amended or terminated unless in a writing signed by Assignor and Assignee that expressly sets forth such amendment or termination; (iv) shall be binding upon and inure to the benefit of the Assignee and Assignor and their respective successors and assigns; (v) if held to be invalid or unenforceable, in whole or part, such term or provision shall be ineffective only to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining terms and provisions of this Assignment; and (vi) may be executed in counterparts, each of which shall be deemed an original and which together shall constitute one and the same instrument. The waiver of any breach of this Assignment shall not be construed to be the waiver of any subsequent breach. The non-prevailing party in any action arising out of or related to this Assignment shall pay the prevailing party all reasonable attorneys' fees, costs and expenses incurred in such action.

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IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their authorized officers, all as of the date and year first above written to be effective as of the Closing.

ASSIGNEE:
Beckman Coulter, Inc.
By: Sch Carrett Name: 5 Garrett
46.5
Title:
ASSIGNOR:
Aurora Discovery, Inc
By: U.K.E.
Name: LORENZO R. LUGO
Title: OF O

Exhibit A

Patents and Trademarks

See Schedule 1.1A(3-4) on Asset Purchase Agreement

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Schedule 1.1A(4)
Trademarks and Trademark Applications

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						Canada
PENDING		,		9, 10		FRD
			2953356		78/232,202	T06531US0
			•			United States
REGISTERED	05/17/2015	05/17/2011	05/17/2005	9, 10	03/31/2003	FRD
			4787756			T06530JP0
					2003-85063	Japan
REGISTERED	07/16/2014		07/16/2004	9, 10		FLYING REAGENT DISPENSER
•			003373834		003373834	T06530EU0
			Eff. 09/29/03			European Union
REGISTERED	09/29/2013		03/15/2005	9, 10		FLYING REAGENT DISPENSER
Approved. Declaration of Use due 9/30/06.					1,192,688	T06530CA0
						Canada
PENDING				9, 10		FLYING REAGENT DISPENSER
			2,960,913		78/232,201	T06530US0
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Approved To be registered	•	,			78/481878	
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		Y, INC.	AURORA DISCOVERY, INC. TRADEMARK PORTFOLIO STATUS CHART	AUROR MARK P	TRADE	
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Schedule 1.1A(4)
Trademarks and Trademark Applications

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	•					European Union
REGISTERED	02/03/2009	•	08/16/2000	9, 10	02/03/1999	UHTS
TO BE ABANDONED			4787758		2000	Japan T05636JP0
REGISTERED	07/16/2014		07/16/2004	9, 10	2003-85065	TOPOLOGY COMPENSATING PLATE READER
TO BE ABANDONED			4787757			T05635JP0
	-				2003-85064	Japan
REGISTERED	07/16/2014		07/16/2004	9, 10		TCPR
• .			4787754			T05634JP0
				·	2003-85061	Japan
REGISTERED	07/16/2014		07/16/2004			SCREENING ISLAND
			3124644		78/481939	
						United States
REGISTERED.	08/01/2016	08/01/2012	08/01/2006	9, 10	09/10/2004	PICORAPTR
Allowed. Statement of Use due 10/04/06.			,		78/481896	
PENDING				9, 10	09/10/2004	United States
					000000	NANORADTE
			4787755	•	2003-85062	T06531JP0
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Schedule 1.1A(4)
Trademarks and Trademark Applications

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REGISTERED	03/05/2014		03/05/2004	9, 10	10/12/2000	VIPR
TO BE ABANDONED			1872498		1872498	T05642EU0
				42		European Union
REGISTERED	09/26/2010		12/09/2003	9, 10,	09/26/2000	VIPR
TO BE ABANDONED			2575217		76/026,961	T05637US0
						United States
REGISTERED	06/04/2012	06/04/2008	06/04/2002	9, 10	04/17/2000	VIPR
TO BE ABANDONED			1064385		1064385	T05615EU0
			,			European Union
REGISTERED	02/03/2009		08/23/2000	9, 10	02/03/1999	UHTSS
TO BE ABANDONED		1	2386908		100386900	T05615CA0
				•		Canada
REGISTERED	09/19/2010	09/19/2006	09/19/2000	9, 10	02/02/1999	UHTSS
			2386908		75/530,483	T05615US0
TO BE ARANDONED	•					United States
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		Y, INC.	AURORA DISCOVERY, INC.	AUROR MARK P	TRADE	(1) (1) (1) (1) (1) (1) (1) (1) (1) (1)
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