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		01/29/2010	PARTNERSHIP: CANADA

RECEIVING PARTY DATA

Name:	Life Technologies Corporation	
Street Address:	5791 Van Allen Way	
City:	Carlsbad	
State/Country:	CALIFORNIA	
Postal Code:	92008	
Entity Type:	CORPORATION: DELAWARE	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	77473662	AB SCIEX

CORRESPONDENCE DATA

Fax Number: (760)476-6048

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

Phone: 760-476-7161

Email: molly.quong@lifetech.com

Correspondent Name: Life Technologies Corporation

Address Line 1: 5791 Van Allen Way

Address Line 4: Carlsbad, CALIFORNIA 92008

NAME OF SUBMITTER:	Alan Hammond	
Signature:	/alan hammond/	
Date:	03/23/2010	

Total Attachments: 7

source=AB-MDS TM Assignment Agreement (2)#page1.tif source=AB-MDS TM Assignment Agreement (2)#page2.tif source=AB-MDS TM Assignment Agreement (2)#page3.tif source=AB-MDS TM Assignment Agreement (2)#page4.tif source=AB-MDS TM Assignment Agreement (2)#page5.tif source=AB-MDS TM Assignment Agreement (2)#page6.tif source=AB-MDS TM Assignment Agreement (2)#page7.tif

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment (the "Trademark Assignment"), effective as of January 29, 2010, is by and between Applied Biosystems/MDS Analytical Technologies Instruments, an Ontario partnership (the "Assignor") and Life Technologies Corporation, a Delaware corporation (the "Assignee").

WHEREAS, pursuant to that certain Stock and Asset Purchase Agreement by and among Assignee and DH Technologies Development Pte Ltd. (the "Buyer") and Danaher Corporation, dated as of September 2, 2009 (the "Purchase Agreement"), Assignee agreed to sell, assign, transfer, convey and deliver to Buyer the Purchased Assets (as that term is defined in the Purchase Agreement).

WHEREAS, on the date of the Purchase Agreement, MDS, Inc. ("MDS") and Buyer entered into that certain Stock and Asset Purchase Agreement (the "MDS Purchase Agreement"), pursuant to which MDS agreed to sell, assign, transfer, convey and deliver to Buyer the Purchased Assets (as that term is defined in the MDS Purchase Agreement).

WHEREAS, Assignor desires and intends that the "AB SCIEX" marks, including without limitation those listed in <u>Exhibit A</u> and all foreign applications for registration and all registrations of the "AB SCIEX" marks, whether or not listed in <u>Exhibit A</u> (collectively, the "Trademarks") and all goodwill associated therewith, be assigned by Assignor to Assignee (an affiliate of AB Canada) prior to the closing of the transactions contemplated by the Purchase Agreement.

WHEREAS, MDS and Applied Biosystems (Canada) Limited ("AB Canada") have consented to the assignment of the Trademarks to Assignee as contemplated by this Trademark Assignment.

WHEREAS AB Canada, MDS, the Assignor and the Assignee all agree that the Trademarks have nominal value.

WHEREAS, Assignee has for no consideration agreed to grant an exclusive royalty-free perpetual license to use the "AB SCIEX" mark to an affiliate of Danaher Corporation at the closing of the transactions under the Purchase Agreement and the MDS Purchase Agreement;

NOW, THEREFORE, in consideration for One (1) Canadian Dollar paid by Assignee to Assignor, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1. <u>Conveyance</u>. Assignor does hereby sell, assign, transfer, convey, and deliver to Assignee all of Assignor's right, title and interest in and to the Trademarks, together will the goodwill associated with and symbolized by the Trademarks.
- 2. <u>Recordation</u>. 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 owner of the Trademarks.

- 3. <u>Taxes and Fees</u>. Assignee shall pay or reimburse Assignor for all filing fees or charges imposed in respect of the conveyance of the Trademarks. Assignee represents that it is not a registrant for GST for purposes of the *Excise Tax Act* (Canada). Assignee and Assignor agree that the assignment of the Trademarks is zero-rated for purposes of the *Excise Tax Act* (Canada) and thus no GST is payable or collectible hereunder in respect of the assignment of the Trademarks.
- 4. <u>Successors and Assigns</u>. 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. <u>Counterparts</u>, 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. <u>Section Headings</u>. 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. Governing Law. This Trademark Assignment and all claims or causes of action 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 SCIEX INSTRUMENTS, a Partnership per: APPLIED BIOSYSTEMS (CANADA) LIMITED Partner Name: David Szekeres Title: Senior Corporate Counsel MDS INC., acting Through its MDS Analytical Technologies Division, Partner By: ______ Name: Title: Acknowledged and Accepted: ASSIGNEE: LIFE TECHNOLOGIES CORPORATION

Name: David Szekeres

Title: Senior Corporate Counsel

NOTARIAL CERTIFICATE

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

I, PAVL MAGIO, 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 28 th day of January 2010, to execute the foregoing Assignment document on behalf of Applied Biosystems LLC, and to me acknowledged that he/she did sign the said document.

Notary Public

PAUL MAGGIO
NOTASTY PUBLIC, State of New York
No. 01MA4889713
Catallised in New York County
Commission Express July 23, 2010

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

ASSIGNOR:

APPLIED BIOSYSTEMS/MDS SCIEX INSTRUMENTS, a Partnership per: APPLIED BIOSYSTEMS (CANADA) LIMITED Partner By: Name: Title: MDS INC., acting Through its MDS Analytical Technologies Division, Partner By: ∕Douglas S. Prince Name: Executive Vice President Finance Chief Financial Officer Title: Acknowledged and Accepted: ASSIGNEE: LIFE TECHNOLOGIES CORPORATION By:

Name:

Title:

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

Exhibit A

Trademarks

Mark	Country	Application Number/ Application Date	Registration Number/ Registration Date	Status
AB SCIEX	Brazil	829869859 9/22/2008		Application (Pending)
AB SCIEX	Brazil	829869840 9/22/2008		Application (Pending)
AB SCIEX	Switzerland	59647/2008 8/5/2008	581280 1/6/2009	Registered
AB SCIEX	Turkey	2008/37189 6/23/2008	2008/37189	Registered
AB SCIEX	US	77473662 5/13/2008		Pending (Published) Intent to Use
AB SCIEX	China	596472008 8/5/2008		Pending
AB SCIEX	European Union	8275125 5/1/2009	8275125	Registered
AB SCIEX	Japan	200836860 5/13/2008	5220545 4/3/2009	Registered
AB SCIEX	Mexico	933549 5/13/2008	1104077	Registered
AB SCIEX	Mexico	933550 5/13/2008	1104078	Registered
AB SCIEX	Mexico	933552 5/13/2008	1104079	Registered
AB SCIEX	South Africa	200817522 7/28/2008		Pending
AB SCIEX	South Africa	200817523 7/28/2008		Pending

6

WEST\21781556.8 329560-000225

RECORDED: 03/23/2010