# 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	
IlMolecular Devices, Inc. 1	FORMERLY MDS Analytical Technologies (US) Inc.	04/09/2010	CORPORATION: DELAWARE	

### **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: 9

Property Type	Number	Word Mark
Serial Number:	77589229	ARCTURUS
Serial Number:	75393168	CAPSURE
Serial Number:	76259252	HISTOGENE
Serial Number:	78299554	PARADISE
Serial Number:	76233344	PICOPURE
Serial Number:	75392285	PIXCELL
Serial Number:	76259251	RIBOAMP
Serial Number:	76229374	SYSTEMS FOR MICROGENOMICS
Serial Number:	78543455	VERITAS

#### **CORRESPONDENCE DATA**

Fax Number: (760)476-9989

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

TRADEMARK REEL: 004207 FRAME: 0499

900162420

7884//

**CH** \$240

Phone: 760-476-7161

Email: docketing@intellevate.com
Correspondent Name: Alan Hammond, Intellevate

Address Line 1: P.O. Box 52050

Address Line 4: Minneapolis, MINNESOTA 55402

ATTORNEY DOCKET NUMBER:	TMLIFE ARCTURUS ASSGNMTS
NAME OF SUBMITTER:	Alan Hammond
Signature:	/alan hammond/
Date:	05/07/2010

#### Total Attachments: 7

source=ARCTURUS ASSGNMT from MOLECULAR DEVICES to LIFE TECH#page1.tif source=ARCTURUS ASSGNMT from MOLECULAR DEVICES to LIFE TECH#page2.tif source=ARCTURUS ASSGNMT from MOLECULAR DEVICES to LIFE TECH#page3.tif source=ARCTURUS ASSGNMT from MOLECULAR DEVICES to LIFE TECH#page4.tif source=ARCTURUS ASSGNMT from MOLECULAR DEVICES to LIFE TECH#page5.tif source=ARCTURUS ASSGNMT from MOLECULAR DEVICES to LIFE TECH#page6.tif source=ARCTURUS ASSGNMT from MOLECULAR DEVICES to LIFE TECH#page7.tif

#### TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Assignment") is entered into as of April 9, 2010, by Molecular Devices, Inc. (formerly known as MDS Analytical Technologies (US) Inc.), a Delaware corporation ("Assignor"), in favor of Life Technologies Corporation, a Delaware corporation ("Assignee"). Capitalized terms used but not otherwise defined herein have the meanings given to such terms in the Purchase Agreement (as defined below).

WHEREAS, Assignor owns all right, title and interest in and to the trademark registrations and applications for registration, and all goodwill associated therewith, identified and set forth on <u>Schedule A</u> attached hereto (collectively, the "*Marks*");

WHEREAS, Assignor and Assignee are parties to the Asset Purchase Agreement dated January 12, 2010 (as amended from time to time, the "*Purchase Agreement*") pursuant to which Assignor has sold, and Assignee has purchased, certain assets of Assignor, including, without limitation, the Marks;

WHEREAS, Assignee is the successor to that portion of the assets of the business of the Assignor to which the Marks pertain and such business is ongoing; and

WHEREAS, pursuant to the Purchase Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all worldwide right, title and interest in and to the Marks and all goodwill associated with the Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged:

- Assignor hereby irrevocably sells, conveys, transfers, assigns and delivers to Assignee Assignor's entire right, title and interest in, to and under the Marks, together with the goodwill of the business associated therewith, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations and all corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter arising or in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, 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 or future infringement, misappropriation, unfair competition, dilution or other violation of the foregoing, and all rights to recover damages or lost profits in connection therewith, and all rights corresponding thereto throughout the world.
- 2. Assignor hereby requests the Commissioner of Patents and Trademarks in the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries or multinational authorities, to record Assignee as the assignee and owner of the Marks and to deliver to Assignee, and to Assignee's attorneys,

- agents, successors or assigns, all official documents and communications as may be warranted by this Assignment.
- 3. Assignor shall provide Assignee, its successors and assigns, and their legal representatives, at Assignee's sole cost and expense, such information, documents and assistance as Assignee or any such other person or entity may reasonably request in connection with effectuating and implementing this Assignment.
- 4. This Assignment shall be governed by and construed in accordance with the laws of the State of New York.
- 5. This Assignment may be signed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 6. This 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 Marks.

\* \* \* \* \*

[END OF PAGE]

[SIGNATURE PAGE FOLLOWS]

WEST\21859376.3

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed in Assignor's name by Assignor's duly authorized officer as of the date first above written.

MOLECULAR DEVICES, INC. (FORMERLY KNOWN AS MDS ANALYTICAL TECHNOLOGIES (US) INC.)

Name: Vames F. O'Reilly
Title: Wice President and Secretary

Acknowledgement:
LIFE TECHNOLOGIES CORPORATION
By: Name:
Title:

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed in Assignor's name by Assignor's duly authorized officer as of the date first above written.

MOLECULAR DEVICES, INC. (FORMERLY KNOWN AS MDS ANALYTICAL TECHNOLOGIES (US) INC.)

By:	
Name:	
Title:	

Acknowledgement:

LIFE TECHNOLOGIES CORPORATION

Name: Hoseph W. Secondure, Jr Title: Asst. Secretary, Assoc.

General Counsel

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

# NOTARIAL CERTIFICATE

UNITED STATES OF AMERICA STATE OF : ss.: CITY/COUNTY OF Washington, DO	) <del>-</del> _)
I, Janice A. Tyler	, the undersigned Notary Public do hereby certify
that James F. O'Reilly	as Vice President and Secretary of
Molecular Devices, Inc. (formerly know	vn as MDS Analytical Technologies (US) Inc.), a
Delaware corporation ("Assignor"), who	signed the foregoing Assignment document, was
authorized on the L day of April 2010,	, to execute the foregoing Assignment document on
	edged that he/she did sign the said document.
(STAMP AND SEAL)	Notary Public
	District of Columbia : 98 Subscribed and Sworn to before me this day of _A pul, _Aopo
	Janice A. The Hotory Public, D.C. My consulssion Upires Seach 14, 2013

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

WEST\218593763

State of California
County of San Diegos
- A11-200 - C-11-20-0-1
On April 1,2010 before me, S. Colton, Notary Public
Notary Public, personally appeared <u>Joseph W. Secondine, Jr.</u>

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)(s) are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

S. COLTON
Commission # 1673726
Notary Public - California
San Diego County
My Comm. Expires Jun 9, 2010

Signature & Colton

(Seal)

WEST\21859376.3

## Schedule A to Trademark Assignment

		Serial No./	Reg. No./ Reg. Date	Record Owner	Status
MARK	Country	Filing Date			
ARCTURUS	Canada	1434865 4/8/2009		MDS Analytical Technologies (US) Inc.	Pending
ARCTURUS	US	77589229 10/9/2008		Molecular Devices, Inc.	Pending
ARCTURUS and Design	Japan	2002-002490 1/18/2002	4670915 5/16/2003	Arcturus Engineering, Inc. (assignment to MDS Analytical Technologies (US) Inc. in process)	Registered
ARCTURUS and Design	CTM	2539096 1/17/2002	2539096 10/10/2003	Molecular Devices, Inc.	Registered
AUTOPIX	US	76060707 5/30/2000	2737410 7/15/2003	Molecular Devices, Inc.	Registered
CAPSURE	US	75393168 11/19/1997	2585594 6/25/2002	Molecular Devices, Inc.	Registered
HISTOGENE	US	76259252 5/18/2001	2617567 9/10/2002	Molecular Devices, Inc.	Registered
PARADISE	US	78299554 9/12/2003	2938930 4/5/2005	Molecular Devices, Inc.	Registered
PICOPURE	US	76233344 3/30/2001	2699465 3/25/2003	Molecular Devices, Inc.	Registered
PIXCELL	US	75392285 11/18/1997	2296722 11/30/1999	Molecular Devices, Inc.	Registered
RIBOAMP	US	76259251 5/18/2001	2630897 10/8/2002	Molecular Devices, Inc.	Registered
SYSTEMS FOR MICROGENOMICS	US	76229374 3/24/2001	2637687 10/15/2002	Molecular Devices, Inc.	Registered
VERITAS	US	78543455 1/6/2005	3182601 12/12/2006	Molecular Devices, Inc.	Registered

ARCTURUSXT™

EXTRACSURE™

MIRACOL<sup>TM</sup>

TURBO LABELINGTM

**AUTOSCANXT<sup>TM</sup>** 

**PREPSTRIPTM** 

WEST\21859376.3

**RECORDED: 05/07/2010**