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Form PTO-1595
(Rev. 03/01)

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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

OMB No. 0651-0027 (exp. 5/31/2002)

102312518

Case No: 4559

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies) thereof.

1. Name of conveying party(ies):

PE Corporation (NY)

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):

Name: Applera Corporation

Internal Address: Applied Biosystems Group

Street Address: 850 Lincoln Centre Drive

City: Foster City State: CA ZIP: 94404-1128

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other: _____

Execution Date: June 28, 2002

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s) 09/898,323 B. Patent No.(s)

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Vincent M. Powers
Applied Biosystems Group
850 Lincoln Centre Drive
Foster City, California 94404-1128

Telephone: 650-570-6667

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41): \$ 40.00

Enclosed
 Authorized to be charged to deposit account
 Authorization to charge additional fees.

8. Deposit account number:

01-2213

(Attached duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Vincent M. Powers, Reg. No. 36,246

Name of Person Signing

Signature

Dec 5, 2002

Date

Total number of pages comprising cover sheet, attachments and document: 6

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents and Trademarks, Box Assignments
Washington, D.C. 20231

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ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT ("Agreement") is made as of the 28th day of June, 2002, between Applera Corporation, a Delaware corporation ("Assignee"), and PE Corporation (NY), a New York corporation and a wholly owned subsidiary of Assignee ("Assignor").

WHEREAS, Assignor and Assignee have entered into an Agreement and Plan of Liquidation (the "Plan") pursuant to which Assignee and Assignor have agreed to liquidate Assignor by transferring all of its assets, subject to all of its liabilities, to Assignee.

NOW, THEREFORE, in furtherance of the Plan, the parties hereto agree as follows:

1. Assignment of Assets and Business. Subject to Section 3 below, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, including, without limitation, Assignee's assumption of Assignor's Liabilities pursuant to Section 2 hereof, Assignor hereby conveys, transfers, assigns and delivers to Assignee, effective as of the close of the Company's business, but no later than 11:59 p.m., on the date hereof (the "Effective Time"), all of the assets of Assignor (the "Assets"), and Assignee hereby accepts the foregoing assignment of the Assets. Any proceeds, including cash or other property, received by the Assignor after the Effective Time in respect of the Assets or the associated business shall be for the account of Assignee and shall be paid or transferred over to the Assignee promptly upon receipt thereof. For these purposes, the term "Assets" includes, without limitation, all of the Assignor's:

(a) tangible assets such as equipment, computer hardware, furniture, supplies, and inventory;

(b) rights under all contracts to which Assignor is a party or by which it is bound ("Assigned Contracts") (including rights to sue for and recover damages for prior third party breaches);

(c) accounts receivable;

(d) intellectual property rights including patents, trademarks and copyrights (and applications for any of them), and discoveries, inventions, know how and trade secrets, including Assignor's full right to sue for and recover damages recoverable from prior infringements of such intellectual property;

(e) goodwill associated with its proprietary marks and its business;

- (f) rights under governmental permits to the extent transferable;
- (g) warranty rights against manufacturers or suppliers;
- (h) customer and supplier lists; and
- (i) other property or rights relating thereto of any kind or nature.

2. Assumption of Liabilities. Subject to Section 3 below, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, including, without limitation, Assignor's transfer of its Assets pursuant to Section 1 hereof, effective as of the Effective Time, Assignor hereby assigns to Assignee, and Assignee hereby assumes and agrees to perform, all of the liabilities of Assignor (the "Liabilities"). For these purposes, the term "Liabilities" includes all of the Assignor's liabilities and obligations (whether absolute, accrued, contingent or otherwise) of any nature whatsoever including obligations under all Assigned Contracts.

3. Restrictions on Transfer.

(a) Third Party Limitations. To the extent that any Asset is not capable of being conveyed, transferred, assigned and delivered by the Assignor to the Assignee as contemplated by Section 1 above (a "Restricted Asset") or any Liability cannot be assigned by the Assignor and assumed by the Assignee as contemplated by Section 2 above (a "Restricted Liability") due to a Third Party Limitation (as defined below), this Agreement shall not constitute an assignment and/or assumption thereof unless and until such Third Party Limitation is no longer applicable. Each of the Assignor and Assignee shall use commercially reasonable efforts to remove such Third Party Limitations as soon as practicable after the execution and delivery of this Agreement. For these purposes, a "Third Party Limitation" means the existence of any of the following as of the Effective Time with respect to any Asset or Liability: (i) any unfulfilled contractual requirement that notice to or consent of a third party is required prior to the assignment and/or assumption thereof, (ii) any unfulfilled contractual requirement that the Assignee enter into certain agreements with third parties (for example, providing for Assignee's express assumption of obligations for the benefit of such third parties) prior to the assignment and/or assumption thereof, and (iii) any unfulfilled legal requirement (including requirements under applicable laws, regulations, court rules, judgments, and the like) that notice to or consent of a third party, including any governmental entity, or other process is required prior to the assignment and/or assumption thereof.

(b) Arrangements Regarding Restricted Assets and Liabilities. Section 3(a) notwithstanding, following the Effective Time, the Assignor and the Assignee shall cooperate with each other with respect to Restricted Assets and Restricted Liabilities such that as between them (i) the benefit of such Restricted Assets shall beneficially, though not

legally, transfer to the Assignee as of the Effective Time, and (ii) the burden of the Restricted Liabilities shall beneficially, though not legally, transfer to and be borne by the Assignee as of the Effective Time. In this regard, the Assignor and the Assignee agree to the following regarding Assigned Contracts that constitute Restricted Assets and/or Restricted Liabilities (“**Restricted Contracts**”):

(A) General. The Assignor shall keep the Assignee regularly informed of all matters relating to Restricted Contracts, and without limitation shall promptly (x) provide Assignee with copies of all notices or other written communications relating to Restricted Contracts, and (y) notify Assignee of the nature of all oral communications relating to Restricted Contracts. The Assignor shall consult with the Assignee with respect to all matters relating to Restricted Contracts, and shall act in accordance with instructions from the Assignee with respect thereto. The Assignor shall enforce, at the request and cost of the Assignee for the account of the Assignee, any rights of the Assignor arising from any such Restricted Contract.

(B) Performance by Assignor. The Assignor and the Assignee shall establish, to the extent practicable, arrangements for purposes of performance by the Assignor under Restricted Contracts. For example, the Assignor might subcontract performance to the Assignee, or the Assignee might lease or license the necessary Assets and personnel to the Assignor. Such procedures shall be commercially reasonable, consistent with the terms and conditions of the applicable Restricted Contracts, and in compliance with applicable law.

(C) Receivables. All cash or other property received by the Assignor in respect of performance under Restricted Contracts shall be for the account of Assignee and shall be paid or transferred over to the Assignee promptly upon receipt thereof.

5. Additional Transfer Documents. From time to time on or after the date hereof: (a) upon the request of Assignee, Assignor shall promptly execute and deliver to Assignee such other transfer documents, bills of sale, assignments or other instruments (including instruments necessary for filing with governmental authorities such as patent or trademark instruments), as Assignee deems necessary or appropriate to convey, transfer, assign and deliver to Assignee all right, title and interest in and to the Assets described in Section 1 above as and when provided for herein, and (b) upon the request of Assignor, Assignee shall promptly execute and deliver to Assignor such other documents or other instruments (including instruments necessary for filing with governmental authorities such as patent or trademark instruments) as Assignor deems necessary or appropriate to give effect to the assumption of Liabilities described in Section 2 above as and when provided for herein.

6. Parties in Interest. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons or entities other than the parties to it and their respective successors and assigns, nor is anything in this Agreement intended to relieve or discharge the obligations or liabilities of any third persons or entities which are not a party to this Agreement, nor shall any provision of this Agreement give any third persons or entities any rights of subrogation or action over or against any party to this Agreement.

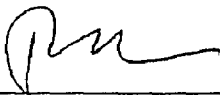
7. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, supersedes all prior and contemporaneous agreements, representations and understandings of the parties with respect thereto, and may not be modified, amended or otherwise changed in any manner except by a writing executed by a duly authorized representative of the party to be charged.

8. Counterparts; Further Assurances. This Agreement may be executed in counterparts and by the parties in separate counterparts, each of which shall be deemed an original and all of which together shall constitute one in the same instrument. The parties agree to execute such documents, stock powers and instruments of assignment and assumption and take such other actions as may be necessary or expedient to carry out the transactions contemplated by this Agreement.

9. Miscellaneous. Headings are included for reference purposes and shall not affect interpretation of this Agreement. As used in this Agreement, the phrase "including" shall in each case be read to mean "including, without limitation," unless expressly provided for otherwise. This Agreement shall be governed by the laws of the State of New York without regard to its principles of conflicts or choice of law which would provide for a different governing law.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above set forth.

Applera Corporation

By:  _____

Name: Thomas P. Livingston

Title: Secretary

PE Corporation (NY)

By:  _____

Name: Thomas P. Livingston

Title: Secretary