

PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Dmitry R. Bandura	03/30/2006
Vladimir I. Baranov	03/30/2006
Scott D. Tanner	03/30/2006

RECEIVING PARTY DATA

Name:	MDS Inc., doing business through its MDS Sciex Division
Street Address:	71 Four Valley Drive
City:	Concord, ON
State/Country:	CANADA
Postal Code:	L4K 4V8

PROPERTY NUMBERS Total: 2

Property Type	Number
Application Number:	11089023
Application Number:	60555952

CORRESPONDENCE DATA

Fax Number: (416)865-7380

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

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Email: mmarquardt@torys.com

Correspondent Name: Matthew Marquardt

Address Line 1: 79 Wellington St. W. Ste 3000

Address Line 4: Toronto, ON, CANADA M5K 1N2

ATTORNEY DOCKET NUMBER:

31603-2083 AND 31603-2044

NAME OF SUBMITTER:

Matthew Marquardt

Total Attachments: 5

PATENT

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REEL: 017399 FRAME: 0762

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## ASSIGNMENT

F R O M

BANDURA, Dmitry R.; BARANOV, Vladimir I.; TANNER, Scott D.

T O

MDS INC., doing business through its MDS SCIEX Division

### 1. DEFINITIONS

(a) "Assignor(s)" means:

- (i) BANDURA, Dmitry R., an individual having an address of 119 Kemano Road, Aurora, Ontario, L4G 4R2, Canada.
- (ii) BARANOV, Vladimir I., an individual having an address of 70 Peninsula Crescent, Richmond Hill, Ontario, L4S 1Z5, Canada.
- (iii) TANNER, Scott D., an individual having an address of 184 Kemano Road, Aurora, Ontario, L4G 5Z2, Canada.

(b) "Assignee" means MDS INC., doing business through its MDS SCIEX Division having a place of business at 71 Four Valley Drive, Concord, Ontario, L4K 4V8, Canada including its successors and assigns.

(c) "Invention" means the invention or inventions made by either or both the Assignor(s) disclosed in:

- (i) United States provisional patent application serial number 60/555,952, filed 25 March 2004 and entitled "Method and Apparatus for Flow Cytometry Linked with Elemental Analysis";
- (ii) United States utility patent application serial number 11/089,023, filed 25 March 2005 and entitled "Method And Apparatus for Flow Cytometry Linked With Elemental Analysis";

- (iii) PCT international patent application serial number PCT/CA2005/000461, filed 29 March 2005 and entitled "Method And Apparatus for Flow Cytometry Linked With Elemental Analysis".
- (d) "Rights to the Invention" means, without limitation, all joint and individual rights, titles, interests and claims of any nature in and to:
  - (i) the Invention for Canada, the United States of America and all other foreign jurisdictions;
  - (ii) all Patent Applications for the Invention in Canada, the United States of America and all other foreign jurisdictions ("Patent Applications");
  - (iii) all Letters Patent that may be obtained for the Patent Applications ("Issued Patents");
  - (iv) all continuations, continuations-in-part, re-examinations, reissues, requests for continued examination (RCE) and divisions of the Patent Applications and/or Issued Patents; and,
  - (v) the right to claim priority under International Convention and/or Treaties for the Patent Applications and/or Issued Patents.

## 2. BACKGROUND

- (a) The Assignees wishes to acquire the Rights to the Invention from the Assignor(s).
- (b) Each of the parties agrees to be bound by the provisions of this Assignment.
- (c) This Assignment replaces and supersedes any prior Assignments, whether oral or in writing, made between the parties, or any of them.

## 3. THE INVENTION

- (a) In addition to other good and valuable consideration, the receipt and sufficiency of which are acknowledge by Assignor(s), Assignees paid in hand the sum of one dollar (\$1.00) to the Assignor(s) for the Rights to the Invention.
- (b) The Assignor(s) hereby sell, assign and transfer to the Assignees, their successors and assigns, the Assignor(s)' Rights to the Invention.
- (c) The Assignors hereby authorize and request the Commissioners of Patents for Canada and the United States of America to issue Letters Patent for the Invention to the Assignees, for Assignees' sole use and benefit, to the full end of the term for which Canadian Letters Patent may

be granted, as fully and entirely as the same would have been held by the Assignor(s) had this Assignment not been made.

- (d) Assignors hereby authorize and request the Commissioner of Patents (or the equivalent) for such other jurisdictions where Assignee files applications for the invention, to issue Letters Patent in such jurisdictions for the Invention to the Assignees, for the Assignees' sole use and benefit, to the full end of the term for which said Letters Patent may be granted, as fully and entirely as the same would have been held by the Assignor(s) had this Assignment not been made.
- (e) Assignors hereby undertake without liability at any time upon request to do everything legally possible to assist the Assignees in the filing and prosecution of any patent application relating to the Invention in any jurisdiction, to sign such documents and do such things as may be required to give effective legal and registered title of the Assignee to the Invention in any jurisdiction, all without further consideration but at the expense of the Assignees.

4. APPLICABLE LAW AND INTERPRETATION

- (a) This Assignment is governed and is to be construed and enforced in accordance with the internal laws of the Province of Ontario.
- (b) The invalidity or unenforceability of any provision of this Assignment will not affect the validity or enforceability of any other provision and the Assignment will be construed as if such invalid provision were omitted.
- (c) The parties agree that there are no representations, warranties, collateral Assignments or conditions affecting this Assignment other than as expressed in this Assignment.
- (d) The provisions of this Assignment are for the benefit of and are binding on the parties and their respective heirs, executors, administrators and assigns.

**STATEMENT BY WITNESS**

Signed in the presence of:

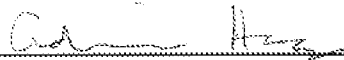
Adrienne Halupa

Having a Full Postal Address of:

207 Whitchurch Mews, Mississauga, Ontario,  
L5A 4B2, Canada

I hereby declare that I was personally present and did see BANDURA, Dmitry R. who is personally known to me to be the person named in the assignment herein, duly sign and execute the same.

Witness Signature:



**STATEMENT BY WITNESS**

Signed in the presence of:

Adrienne Halupa

Having a Full Postal Address of:

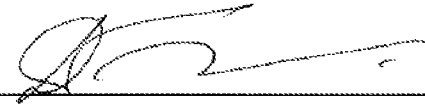
207 Whitchurch Mews, Mississauga, Ontario,  
L5A 4B2, Canada

I hereby declare that I was personally present and did see BARANOV, Vladimir I. who is personally known to me to be the person named in the assignment herein, duly sign and execute the same.

Witness Signature:



**SIGNATURE OF BANDURA, Dmitry R.**




BANDURA, Dmitry R.

*30 March 2006*

Date of Execution

**SIGNATURE OF BARANOV, Vladimir I.**



BARANOV, Vladimir I.

*30.03.2006*

Date of Execution

**STATEMENT BY WITNESS**

Signed in the presence of:


Adrienne Halupa

Having a Full Postal Address of:

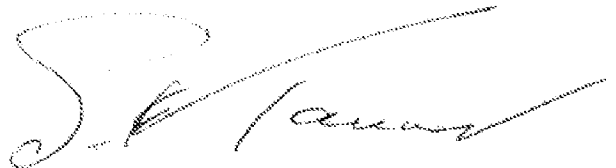
207 Whitchurch Mews, Mississauga, Ontario,  
L5A 4B2, Canada

I hereby declare that I was personally present  
and did see TANNER, Scott who is personally  
known to me to be the person named in the  
assignment herein, duly sign and execute the  
same.

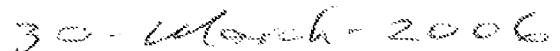
Witness Signature:



**SIGNATURE OF TANNER, Scott D.**



TANNER, Scott



Date of Execution