

PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Applera Corporation	04/04/2006
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:	60567817
Application Number:	11122034
CORRESPONDENCE DATA	
Fax Number:	(416)865-7380
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	416.865.8242
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:	31603-2087
NAME OF SUBMITTER:	Matthew Marquardt
Total Attachments: 3 source=Executed Assignment#page1.tif source=Executed Assignment#page2.tif source=Executed Assignment#page3.tif	

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## **ASSIGNMENT**

**FROM**

Applera Corporation

**TO**

MDS Inc., doing business through its MDS Sciex Division

### **1. DEFINITIONS**

(a) "Assignor" means:

(i) Applera Corporation, having a place of business at 71 Four Valley Drive, Concord, Ontario, L4K 4V8, 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, including its successors and assigns.

(c) "Invention" means the invention or inventions disclosed in:

(i) United States provisional patent application serial number 60/567,817, filed 05 May 2004 and entitled "Time of Flight Mass Spectrometer";

(ii) United States utility patent application serial number 11/122,034, filed 05 May 2005 and entitled "Ion Guide for Mass Spectrometer"; and

(iii) PCT international patent application serial number PCT/CA2005/000685, filed 05 May 2005 and entitled, "Ion Guide for Mass Spectrometer".

(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 jurisdictions;

(ii) all Patent Applications for the Invention in Canada, the United States of America and all other 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 Conventions and/or Treaties for the Patent Applications and/or Issued Patents.

## **2. BACKGROUND**

- (a) By previous Assignment, executed November 25, 2005, by Igor Chernushevich and Alexandre Loboda, Rights to the Invention were mistakenly assigned to Assignor, without proper cause or consideration, and with no intention to bestow rights as a gift.
- (b) Each of the parties agrees to be bound by the provisions of this Assignment.

## **3. THE INVENTION**

- (a) The Assignor hereby assigns, transfers and releases to the Assignee, its successors and assigns, any and all, Rights to the Invention previously assigned or transferred to Assignor by the previous, mistaken Assignment, and quits all claims it may have held by virtue of such Assignment.
- (b) To any extent necessary, the Assignor hereby authorizes and requests the Commissioners of Patents for Canada and the United States to issue Letters Patent for the Invention to the Assignee, for Assignee's sole use and benefit, to the full end of the term for which Letters Patent may be granted, as fully and entirely as the same would have been held by the Assignor had this Assignment not been made.
- (c) To any extent necessary, the Assignor hereby authorizes and requests 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 Assignee, for the Assignee's sole use and benefit, to the full end of the term for which such Letters Patent may be granted, as fully and entirely as the same would have been held by the Assignor had this Assignment not been made.

## **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:

RAY JONH

Having a Full Postal Address of:

2 PARK GLEN DR. TORONTO, ONTARIO

CANADA, M3B 1K3

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

Witness Signature:

Ray Jonh

**SIGNATURE ON BEHALF OF** Applera Corporation

Andrew T. Karnakis

(Name, Printed) ANDREW T. KARNAKIS

4 APRIL 2006

Date of Execution