

PATENT ASSIGNMENT AGREEMENT

This **PATENT ASSIGNMENT AGREEMENT** (the "**Agreement**") is made and effective as of April 3, 2006, by and between Arcturus Bioscience, Inc., a California corporation ("**Seller**"), and Molecular Devices Corporation, a Delaware corporation ("**Purchaser**").

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of April 3, 2006, by and between Seller and Purchaser (the "**Asset Purchase Agreement**"), Purchaser is acquiring from Seller all of Seller's right, title and interest in and to the Acquired Patents (as defined below).

NOW, THEREFORE, for good and sufficient consideration, the receipt of which is hereby acknowledged, Seller does hereby sell, assign, and transfer, to the Purchaser, its successors, legal representatives, and assigns, the Seller's entire right, title, and interest in:

- (a) the patents and patent applications set forth on **Schedule I** hereto (collectively the "**Acquired Patents**");
- (b) any provisional or other right to recover damages, including royalties, for prior infringement of any Acquired Patent; and
- (c) any patents of the United States or other countries that may be granted for or on any patent application included in the Acquired Patents, including continuation, divisional, continuation-in-part, reissues, re-examinations and extensions of any such application or patent.

The above-granted rights, titles, and interests are to be held and enjoyed by the Purchaser, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, as fully and entirely as the same would have been held and enjoyed by the Seller had this sale and assignment not been made.

Seller agrees and covenants that it will cooperate in any actions (i) necessary for Purchaser to effectuate the transfer and assignment of the Acquired Patents to Purchaser, including without limitation the execution of documents necessary to record the assignment with the appropriate government agencies, at Seller's reasonable cost and expense; (ii) necessary for Purchaser to prosecute, maintain, renew or register its rights, title and interests in and to the Acquired Patents, including without limitation United States and foreign registrations, at Purchaser's cost and expense; and (iii) brought to enforce and/or defend (including interference proceedings) the rights assigned to Purchaser pursuant to this Agreement against third parties, at Purchaser's cost and expense.

In the event of any conflict between this Agreement and the Asset Purchase Agreement, the Asset Purchase Agreement shall control. Nothing in this Agreement shall be deemed to amend or modify in any way any of the terms and conditions of the Asset Purchase Agreement or any rights or obligations of the parties thereto. Nothing in this Agreement shall enlarge or expand the representations and warranties of Seller related to the Acquired Patents contained in the Asset Purchase Agreement. This Agreement shall be construed in accordance with, and governed in all

respects by, the laws of the State of California (without giving effect to principles of conflicts of laws).

The Seller hereby requests the Commissioner of Patents to issue the Acquired Patents of the United States to the Purchaser for the sole use and behalf of the Purchaser, its successors, legal representatives, and assigns.

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IN WITNESS WHEREOF, the undersigned has caused this Patent Assignment Agreement to be executed and delivered as of the date first above written.

PURCHASER:

MOLECULAR DEVICES CORPORATION

By: 

Print Name: Timothy A. Harkness

Title: Chief Financial Officer,
Senior Vice President
Finance and Operations

SELLER:

ARCTURUS BIOSCIENCE, INC.

By: _____

Print Name: _____

Title: _____

[SIGNATURE PAGE TO PATENT ASSIGNMENT AGREEMENT]

Schedule I

All of the patents, patent applications and patent rights that are owned by Seller and that were used in or are used in the Life Sciences Business, or are currently being evaluated by Seller (as evidenced in Records) for use in the Life Sciences Business, including the patents, patent applications and patent rights identified in this **Schedule I**, and any counterparts, reissues, reexaminations, divisions, extensions, continuations and continuations-in-part of, and any other patents issuing therefrom or claiming priority thereto, any of the foregoing, in each case in any jurisdiction in the world.

“Life Sciences Business” shall mean any business operations of Seller related to the research, development, marketing and promotion of Seller’s instruments, reagents and disposable products for the molecular analysis of microscopic tissue samples, including the Specified Products, all as operated by Seller as of the date hereof. The “Life Sciences Business” expressly excludes Seller’s business operations that relate exclusively to research and development with a goal of identifying clinically useful biomarkers and commercialization of products and services that measure validated biomarkers for the purposes of reporting a diagnostic result to a human patient or physician. “Specified Product” shall mean Seller’s products for the molecular analysis of microscopic tissue samples including (a) all laser capture microdissection (LCM) instruments, (b) all reagents, disposable products and accessories used in connection with the LCM instruments, including reagents for nucleic acid isolation, amplification, detection and expression analysis, and micro-devices for low volume capture, extraction and purification of biological molecules, (c) all standalone products comprising any of the foregoing, and (d) all previous and future versions, translations, modifications, enhancements, improvements, upgrades, accessories, follow-ons or outgrowths of or to any of the foregoing or any related products currently under development. For clarity, the following Seller products are included in the Specified Products: Veritas™ XT Microdissection System, Veritas™ Microdissection System, PixCell® IIe LCM System, CapSure® LCM Caps, Paradise® Reagent System, Paradise® Whole Transcript RT Reagent System, RiboAmp® RNA Amplification Kit, RiboAmp® OA RNA Amplification Kit, RiboAmp® OA 1 Round RNA Amplification Kit, RiboAmp® HS RNA Amplification Kit, PicoPure® RNA Isolation Kit, PicoPure® DNA Extraction Kit, HistoGene® LCM Immunofluorescence Staining Kit, HistoGene® LCM Frozen Section Staining Kit, CapSure® HS LCM Caps, CapSure® Micro LCM Caps, ExtracSure™ Sample Extraction Devices, Miracol™ Purification Columns, PrepStrip™ Tissue Preparation Strips and AutoPix® Microdissection System. “Records” shall mean all books, records, files, data (whether in hard copy or electronic form), customer lists, customer records, copies of all documentation related to the accounts receivable generated from the Life Sciences Business, vendor records, research and development reports, scientific and technical documents (including original laboratory notebooks, data, vector maps, protocols, user manuals, and application notes that relate to the internal or commercial use of the Specified Products or otherwise to the Acquired Patents or Acquired Trademarks or that may be useful for prosecuting or enforcing the Acquired Patents or Acquired Trademarks) and advertising and promotional materials.

	Description	Jurisdiction	Registration / Application No.
70.	LOW VOLUME FILTRATION COLUMN DEVICES AND METHODS OF FILTERING THEREWITH	PCT	PCT/US03/23680
71.	LOW VOLUME FILTRATION COLUMN DEVICES AND METHODS OF FILTERING THEREWITH	CA	2,500,589
72.	LOW VOLUME FILTRATION COLUMN DEVICES AND METHODS OF FILTERING THEREWITH	EP	03772035.6
73.	ROAD MAP IMAGE GUIDE FOR AUTOMATED MICRODISSECTION	US	10/011,515
74.	ROAD MAP IMAGE GUIDE FOR AUTOMATED MICRODISSECTION	PCT	PCT/US01/47298
75.	INTERACTIVE AND AUTOMATED TISSUE IMAGE ANALYSIS WITH GLOBAL TRAINING DATABASE AND VARIABLE-ABSTRACTION PROCESSING IN	US	10/662,765
76.	INTERACTIVE AND AUTOMATED TISSUE IMAGE ANALYSIS WITH GLOBAL TRAINING DATABASE AND VARIABLE-ABSTRACTION PROCESSING IN	PCT	PCT/US2003/029060
77.	INTERACTIVE AND AUTOMATED TISSUE IMAGE ANALYSIS WITH GLOBAL TRAINING DATABASE AND VARIABLE-ABSTRACTION PROCESSING IN	CA	2,500,805
78.	INTERACTIVE AND AUTOMATED TISSUE IMAGE ANALYSIS WITH GLOBAL TRAINING DATABASE AND VARIABLE-ABSTRACTION PROCESSING IN	EP	03752395.8
79.	INTERACTIVE AND AUTOMATED TISSUE IMAGE ANALYSIS WITH GLOBAL TRAINING DATABASE AND VARIABLE-ABSTRACTION PROCESSING IN	AU	2003270687
80.	APPARATUS AND METHOD FOR HEATING MICROFLUIDIC VOLUMES AND MOVING FLUIDS	US	10/765,536
81.	LASER CAPTURE MICRODISSECTION ON INVERTED POLYMER FILMS	US	10/982,230
82.	LASER MICRODISSECTION METHOD AND APPARATUS	US	11/222,281
83.	LASER MICRODISSECTION APPARATUS AND METHOD	PCT	PCT/US2005/031897
84.	AUTOMATED MICRODISSECTION INSTRUMENT	US	11/236,045