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Substitute Form PTO-1595 Attorney Docket No.: 14255-044001 Client's Ref. No.: ARC01-20036.30

## RECORDATION FORM COVER SHEET PATENTS ONLY

Commissioner for Patents: Please record the attached original docume	ant/e) or conv/loc)					
1. Name of conveying party(ies):						
Arcturus Engineering, Inc.	<ol><li>Name and address of receiving party(ies);</li></ol>					
Additional name(s) attached?	Molecular Devices Corporation					
3. Nature of conveyance:	1311 Orleans Drive					
⊠ Assignment □ Merger	Sunnyvale, California 94089					
Security Agreement	United States of America					
□Change of Name □ Other:						
Execution Date: 04/03/2006	Additional names/addresses attached? 🏼 Yes 🗵 No					
<ol> <li>Application number(s) or patent number(s):</li> </ol>	· · · · · · · · · · · · · · · · · · ·					
If this document is being filed with a new application, the execution date of the application is:						
A. Patent Application No(s).:	B: Patent No(\$).:					
11/076,272						
Additional numbers attached?						
<ol> <li>Name/address of party to whom correspondence concerning document should be mailed:</li> </ol>	6. Total number of applications/patents involved: 1					
TODD E, GARCIA, PH.D.	7. Total fee (37 CFR §3.41): \$40					
Fish & Richardson P.C.	Enclosed					
225 Franklin Street Boston, MA 02110	Authorized to charge Deposit Account.					
	8. Deposit Account No.: 06-1050					
	Please apply any additional charges, or any credits, to our Deposit Account No. 06-1050.					
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.						
Todd E. Garcia, Ph.D.						
$-\frac{\text{Reg. No. 54, 112}}{2}$	June 7, 2007					
Name of Person Signing Signature (	Date					
Total number of pages including coversheet, attachments and document: 7						

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## CERTIFICATE OF TRANSMISSION BY FACSIMILE

I hereby certify that this correspondence is being transmitted by facsimile to the Patent and Trademark Office on the date indicated below.

vestine Met <u>nac</u> Christine M. Grace Typed Name A Prenning Contificate <u>June 7, 2007</u> Date of Transmission Signature

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## 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

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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.

## [REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

PATENT **REEL: 019405 FRAME: 0810**  Ĺ

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 E	EVICES CORPORATION
By:	

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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]

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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:		<u> </u>	<u> </u>	 
Print N	Jame:	<b></b> ;		 <u> </u>

Title: \_\_\_\_\_

SELLER:

ARCTURUS BIOSCIENCE, INC.

By: A. SCHUH

Print Name:

LED Title:

[SIGNATURE PAGE TO PATENT ASSIGNMENT AGREEMENT]

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**RECORDED: 06/07/2007**