

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Asset Purchase Agreement
CONVEYING PARTY DATA	
Name	Execution Date
Carl Zeiss MicroImaging AIS, Inc.	08/01/2008
RECEIVING PARTY DATA	
Name:	Carl Zeiss MicroImaging GmbH
Street Address:	Carl-Zeiss Promenade 10
City:	Jena
State/Country:	GERMANY
Postal Code:	07745
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12455391
CORRESPONDENCE DATA	
Fax Number:	(612)349-9266
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	6123495740
Email:	thorson@ptslaw.com
Correspondent Name:	Bradley J. Thorson
Address Line 1:	80 South 8th Street
Address Line 2:	Suite 4800 IDS Center
Address Line 4:	Minneapolis, MINNESOTA 55402
ATTORNEY DOCKET NUMBER:	4062.24US03
NAME OF SUBMITTER:	Bradley J. Thorson
Total Attachments: 34 source=4062_24US03_APG#page1.tif source=4062_24US03_APG#page2.tif source=4062_24US03_APG#page3.tif source=4062_24US03_APG#page4.tif	

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ASSET PURCHASE AGREEMENT

among

Carl Zeiss MicroImaging AIS, Inc.

and

Carl Zeiss MicroImaging GmbH

Dated as of August 1, 2008



ASSET PURCHASE AGREEMENT

ASSET PURCHASE AGREEMENT ("Agreement") dated as of August 1, 2008 (this "Agreement"), between Carl Zeiss MicroImaging AIS, Inc., a Delaware corporation ("Seller"), and Carl Zeiss MicroImaging GmbH a company organized under the laws of the Federal Republic of Germany ("Purchaser").

RECITAL

WHEREAS, Seller wishes to sell to Purchaser, and Purchaser wishes to purchase from Seller the Transferred Assets (as defined below), upon the terms and subject to the conditions of this Agreement.

AGREEMENT

NOW, THEREFORE, the parties hereby agree as follows:

ARTICLE I

Purchase and Sale of Transferred Assets

SECTION 1.01. Purchase and Sale. By this Agreement, at the Closing, Seller agrees to sell, transfer, assign and deliver to Purchaser, and Purchaser agrees to purchase, acquire and accept from Seller, all of Seller's right, title and interest in, to and under the Transferred Assets as of the Closing for (i) an aggregate purchase price of _____ set forth in Section 2.02(b), and (ii) the assumption of the Assumed Liabilities. The purchase and sale of the Transferred Assets and the assumption of the Assumed Liabilities are collectively referred to in this Agreement as the "Acquisition."

SECTION 1.02. Transferred Assets and Excluded Assets.

(a) The term "Transferred Assets" means all of Seller's right, title, and interest in and to the following assets:

(i) the patents (including all reissues, divisions, continuations and extensions thereof), patent applications, trademarks, trademark registrations and trademark applications, service marks, trade names, copyrights, copyright registrations, copyright applications, all trade secrets, inventions, know-how and all rights to any of the foregoing, acquired by Seller in the Asset Purchase Agreement between Seller and Clariant, Inc., dated March 1, 2007 (the "Clariant APA") identified in Schedule 1.02(a)(iv) (the "Transferred Assets");

(ii) all rights, claims and causes of action to the extent relating to any Transferred Asset, any Assumed Liability (as defined below), other than (i) any such items arising under insurance policies, and (ii) all rights to assert claims, demands, actions, suits and causes of action, whether class, individual or otherwise in nature, in law or in equity, including any claim, demand, action, suit or cause of action for damages, injunctive relief,

declaratory relief or other relief under the antitrust laws of any foreign country or the United States or any State thereof, unfair competition, unfair practices, price discrimination, unitary pricing, consumer protection, fraud prevention or trade practice laws (in any such case, domestic or foreign) (collectively, "Claims") that Seller, in any capacity, ever had, now has or may or shall have in the future, whether known or unknown, relating in any way to the Seller purchase or procurement of any good, service or product with respect to the Business, in either case, at any time up until the Closing, along with any and all recoveries by settlement, judgment or otherwise in connection with any such Claims.

(b) The term "Excluded Assets" means any assets of Seller that are not Transferred Assets, including:

- (i) all assets of the Seller other than the Transferred Assets;
- (ii) any shares of capital stock of Seller;
- (iii) any refunds or credits, claims for refunds or credits or rights to receive refunds or credits from any Taxing Authority (as defined in Section 3.10(a)) with respect to Taxes paid or to be paid by either Seller or any of their affiliates relating to periods or portions thereof ending on or prior to the Closing Date;
- (iv) all information technology network infrastructure (including servers, mass storage devices, routers, switches, hubs, ports, access nodes and the software for the management of any of the foregoing) and any other information technology infrastructure necessary for or relating to Seller's virtual microscopy service offerings;
- (v) all corporate-level or physical assets (e.g., assets used by employees that relate to services and/or are used both in connection with the Business and the Seller's other business(es))

SECTION 1.03. Consents to Certain Assignments.

(a) If any transfer or assignment by Seller to Purchaser, or any assumption by Purchaser of, any interest in, or liability, obligation or commitment under, any asset, claim or right requires a consent of a third party (a "Third Party Consent"), then such transfer or assignment or assumption shall be made subject to such Third Party Consent being obtained.

(b) If such Third Party Consent is not obtained prior to the Closing, the Closing shall take place on the terms set forth herein and, thereafter, Purchaser and Seller shall use their respective commercially reasonable efforts to secure all consents that have not been obtained prior to Closing as promptly as practicable after the Closing.

SECTION 1.04. Assumption of Liabilities.

(a) Upon the terms and subject to the conditions of this Agreement, Purchaser hereby assumes and agrees to pay, perform and discharge when due, and indemnify, defend and hold harmless prior to, from and after the Closing, Seller and each of its affiliates and each of their respective officers, directors, employees, stockholders, agents and representatives from and against any and all obligations, liabilities and commitments of any nature, whether known or unknown, express or implied, primary or secondary, direct or indirect, liquidated, absolute, accrued, contingent or otherwise and whether due or to become due, arising out of the following (collectively, the "Assumed Liabilities"):



- (i) All rights, obligations and liabilities relating to the Transferred Assets.
- (ii) all obligations and liabilities assumed by Purchaser pursuant to Article VI hereof (and only to the extent provided in Article VI hereof).
- (iii) all obligations of indemnification in the Clariant APA and the payment of the Holdback Amount in accordance with Section 2.03 and Schedule 2.03 of the Clariant APA, incorporated by reference herein.

(b) Purchaser shall not assume or otherwise be responsible for any liabilities of Seller other than the Assumed Liabilities (all such liabilities other than the Assumed Liabilities, collectively the "Retained Liabilities"), including but not limited to:

- (i) except as otherwise provided herein, all Taxes now or hereafter owed by the Seller and their affiliates, or attributable to the ownership, operation or use of the Transferred Assets or the Business relating to any taxable periods ending on or prior to the Closing Date and the portion ending on the Closing Date of any taxable period that includes (but does not end on) such day;
- (ii) all obligations, liabilities and commitments of Seller to the extent relating to or arising out of Excluded Assets;
- (iii) all accounts payable and other liabilities of Seller arising out of the operation or conduct of the Business and the Transferred Assets prior to the Closing Date that are not Assumed Liabilities;
- (iv) except for the Assumed Liabilities described in Section 1.04(a)(iii), all liabilities, obligations and claims for product liability in respect of any and all products manufactured or sold in the Business by Seller prior to the Closing;

ARTICLE II

Closing and Purchase Price

SECTION 2.01. Closing.

The closing of the Acquisition (the "Closing") shall take place at August 1, 2008, or, if on such day any condition set forth in Article VII has not been satisfied (or, to the extent permitted, waived by the party or parties entitled to the benefit thereof), as soon as practicable (but in any event within three business days) after all the conditions set forth in Article VII have been satisfied (or, to the extent permitted, waived by the party or parties entitled to the benefit thereof), or at such other place, time and date as may be agreed by Seller, on the one hand, and Purchaser, on the other hand. The date on which the Closing occurs is referred to in this Agreement as the "Closing Date". The Closing shall be deemed to be effective as of 11:59 p.m. on the Closing Date.



SECTION 2.02. Transactions To Be Effected at the Closing. At the Closing:

(a) Seller shall cause to be delivered to Purchaser (i) such appropriately executed deeds, bills of sale, assignments and other instruments of transfer relating to the Transferred Assets, including the Bill of Sale attached hereto as Exhibit 2.02(a); and

(b) Purchaser shall deliver to Seller (i) payment, by wire transfer of immediately available funds to one or more accounts designated in writing by Seller (such designation to be made at least one business day prior to the Closing Date), in an amount equal to the Purchase Price, and (ii) appropriately executed counterparts to such deeds, bills of sale, assignments and other instruments of transfer, and appropriately executed assumption agreements and other instruments of assumption providing for the assumption of the Assumed Liabilities.

ARTICLE III

Representations and Warranties of Seller

Seller hereby represents and warrants to Purchaser as follows, except as otherwise set forth on the Disclosure Schedule (regardless of whether such schedule or exception is specifically referred to in this Agreement) delivered by Seller to Purchaser concurrently herewith and identified as the "Disclosure Schedule."

SECTION 3.01. Organization and Standing. Seller is validly existing and in good standing under the laws of the State of Delaware. Seller has the corporate power and authority to enable it to own, lease or otherwise hold the Transferred Assets owned, leased or otherwise held by it and to conduct the Business as presently conducted by it. Seller is duly qualified to do business as a foreign corporation in each jurisdiction where the character of the Transferred Assets held by it or the nature of the Business makes such qualification necessary for it to conduct the Business as currently conducted by it, except such jurisdictions where the failure to be so qualified would not reasonably be expected to have a Business Material Adverse Effect.

SECTION 3.02. Authority; Execution and Delivery, Enforceability. Seller has full corporate power and authority to execute this Agreement to which it is, or is specified to be, a party and to consummate the transactions contemplated to be consummated by it by this Agreement, as applicable. Seller has taken all corporate action required by its Certificate of Incorporation and By-laws, to authorize the execution and delivery of this Agreement to which it is, or is specified to be, a party and to authorize the consummation of the transactions contemplated to be consummated by it by this Agreement. Seller has duly executed and delivered this Agreement and prior to the Closing will have duly executed and delivered each Ancillary Agreement to which it is, or is specified to be, a party, and this Agreement constitutes, and each Ancillary Agreement to which it is, or is specified to be, a party will after the Closing constitute, its legal, valid and binding obligation, enforceable against it in accordance with its terms subject, as to enforcement, to applicable bankruptcy, insolvency, moratorium, reorganization or similar laws affecting creditors' rights generally and to general equitable principles.

SECTION 3.03. Intellectual Property.

(a) Except as set forth in Schedule 3.07, Seller has not granted any license or right of any kind relating to any Transferred Assets, except nonexclusive licenses to end-users in the ordinary course of business. Neither Seller is bound by or a party to any option, license or similar Contract with any other person for the use of Transferred Assets, except (i) as set forth in Schedule 3.07, (ii) for nonexclusive licenses to end-users of machinery and equipment in the ordinary course of business and

(iii) for so-called "shrink-wrap" and other non-customized license agreements relating to computer software licensed to Seller in the ordinary course of business. Except as set forth in Schedule 3.07, Seller has all rights necessary to assign such Seller's rights in the Transferred Assets.

(b) At Closing, Purchase will acquire good and valid title to all of the Transferred Assets free and clear of all Liens other than Permitted Liens. Except as otherwise agreed by the Parties, no right, title or interest in or to any of the Transferred Assets shall be retained by Seller on or after the Closing Date. Purchaser will assume all third party costs associated with effecting the filings required with the relevant governing agencies for the registration of patents or trademarks. Seller will provide all reasonable cooperation in effecting such transfer.

(c) No license, royalty or other fees of any kind in respect of any Transferred Assets from third parties are required for the use by Seller of the Transferred Assets in the conduct of the Business as currently conducted in the jurisdictions where the Transferred Assets are currently used.

(d) To the knowledge of Seller, the Transferred Assets do not in any material respect infringe upon, misappropriate, or violate any contractual or patent, copyright, trademark, service mark, trade secret or other intellectual property or proprietary right of any third party. Except as set forth in Schedule 3.07, no claims are pending or, to the knowledge of Seller, threatened, as of the date of this Agreement against Seller by any person claiming infringement or misappropriation by use of the Transferred Assets as presently used.

(e) Seller has not agreed to indemnify any third party for or against any interference, infringement, misappropriation or other conflict with respect to any item of the Transferred Assets.

(f) All personnel, including employees, agents, consultants and contractors, who have contributed to or participated in the conception and development of the Transferred Assets have executed confidentiality agreements and either (i) have been a party to an enforceable "work-for-hire" arrangement or agreements with Seller, in accordance with applicable law that has accorded Seller, full, effective, exclusive and original ownership of all tangible and intangible property thereby arising, or (ii) have executed appropriate instruments of assignment in favor of Seller as assignee that have conveyed to Seller effective and exclusive ownership of all tangible and intangible property thereby arising.

(g) To the knowledge of Seller, the source code and system documentation relating to the software programs incorporated in the Transferred Assets ("Software Programs") have been maintained in strict confidence and have been disclosed by Seller only to those of its employees or consultants who have a "need to know" the contents thereof in connection with the performance of their duties to Seller and who have executed confidentiality agreements with Seller.

(h) To the knowledge of Seller, Seller has not taken any action that could cause, or failed to take any action, the failure of which could cause, (x) any source code of the Software Programs or any Transferred Assets to be made available to any person or entity or otherwise placed in the public domain or (y) any other material adverse affect to the protection of the Software Programs or Transferred Assets under trade secret, copyright or other intellectual property laws.

SECTION 3.04. Taxes.

(a) For purposes of this Agreement:

"Code" shall mean the Internal Revenue Code of 1986, as amended.

"Tax" or "Taxes" shall mean all taxes, however denominated, including any interest, penalties or other additions to tax that may become payable in respect thereof, (A) imposed by any federal, territorial, state, local or foreign government or any agency or political subdivision of any such government, which taxes shall include, without limiting the generality of the foregoing, all income or profits taxes (including but not limited to, federal, state and foreign income taxes), payroll and employee withholding taxes, unemployment insurance contributions, social security taxes, sales and use taxes, ad valorem taxes, excise taxes, franchise taxes, gross receipts taxes, withholding taxes, business license taxes, occupation taxes, real and personal property taxes, stamp taxes, environmental taxes, transfer taxes, and other obligations of the same or of a similar nature to any of the foregoing, which are required to be paid, withheld or collected, or (B) any liability for amounts referred to in (A) as a result of any obligations to indemnify another person or as a transferee or successor.

"Taxing Authority" shall mean any Federal, state, local or foreign government, any subdivision, agency, commission or authority thereof or any quasi-governmental body exercising tax regulatory authority.

"Tax Return" shall mean any report, return, document, declaration or other information or filing required to be supplied to any Taxing Authority with respect to Taxes, including any amendment made with respect thereto.

"Transfer Taxes" shall mean all sales (including bulk sales), use, transfer, recording, ad valorem, privilege, documentary, gross receipts, registration, conveyance, excise, license, stamp or similar Taxes and fees (including any penalties and interest) arising out of, in connection with or attributable to the transactions effectuated pursuant to this Agreement.

"Treasury Regulations" shall mean the United States Treasury Regulations promulgated under the Code.

(b) (i) To the extent that Purchaser would have liability as a successor to Seller or transferee of the Transferred Assets, all material Tax Returns of Seller relating to the Transferred Assets required by law to be filed as of the date hereof have been properly prepared and timely filed, and all such Tax Returns (including information provided therewith or with respect thereto) are true, complete and correct in all material respects to the extent they relate to the Transferred Assets.

(ii) To the extent that Purchaser would have liability as a successor to Seller or transferee of the Transferred Assets and except as otherwise provided herein, Seller has fully and timely paid all material Taxes of Seller required to be paid relating to the Transferred Assets (whether or not shown on any Tax Return) or have established an adequate reserve therefor in accordance with GAAP, and have made adequate provision for any Taxes of Seller relating to the Transferred Assets that are not yet due and payable, for all taxable periods, or portions thereof, ending on or before the date hereof.

(iii) There are no material Liens for Taxes upon the Transferred Assets, except for Permitted Liens.

(c) As of the date hereof, no audit of any portion of any Tax Returns of Seller relating to the Transferred Assets by a Taxing Authority is in process or, to the Seller's knowledge, threatened or pending. No deficiencies for Taxes for which Purchaser would have liability as a successor to Seller or transferee of the Transferred Assets have been asserted in writing. No waiver or extension of any statute of limitations is in effect with respect to Taxes for which Purchaser would have liability as a successor to Seller or transferee of the Transferred Assets.

ARTICLE IV

Representations and Warranties of Purchaser

Purchaser hereby represents and warrants to Seller as follows:

SECTION 4.01. Organization and Standing. Purchaser is validly existing and in good standing under the laws of the jurisdiction in which it is organized and has full corporate power and authority and possesses all governmental franchises, licenses, permits, authorizations and approvals necessary to enable it to own or otherwise hold its properties and assets and to carry on its business as presently conducted, other than such franchises, licenses, permits, authorizations and approvals the lack of which would not reasonably be expected to have a material adverse effect on the ability of Purchaser to consummate the Acquisition (a "Purchaser Material Adverse Effect").

SECTION 4.02. Authority; Execution and Delivery; Enforceability. Purchaser has full corporate power and authority to execute this Agreement and to consummate the Acquisition and the other transactions contemplated hereby and thereby. Purchaser has taken all corporate action required by its organizational documents to authorize the execution and delivery of this Agreement and to authorize the consummation of the Acquisition and the other transactions contemplated hereby and thereby. Purchaser has duly executed and delivered this Agreement and this Agreement constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms subject, as to enforcement, to applicable bankruptcy, insolvency, moratorium, reorganization or similar laws affecting creditors' rights generally and to general equitable principles.

SECTION 4.03. No Conflicts or Violations; No Consents or Approvals Required. The execution and delivery by Purchaser of this Agreement does not and the consummation of the Acquisition and the other transactions contemplated hereby and thereby will not conflict with, or result in any breach of or constitute a default under, or result in the creation of any Lien upon any of the properties or assets of Purchaser or any of its subsidiaries under, any provision of (i) the organizational documents of Purchaser or any of its subsidiaries, (ii) any contract to which Purchaser or any of its subsidiaries is a party or by which any of their respective properties or assets is bound or (iii) any Judgment or Applicable Law applicable to Purchaser or any of its subsidiaries or their respective properties or assets, other than, in the case of clauses (i), (ii) and (iii) above, any such items that would not reasonably be expected to have a Purchaser Material Adverse Effect. No Consent of, or registration, declaration or filing with, any Governmental Entity is required to be obtained or made by or with respect to Purchaser or any of its subsidiaries in connection with the execution, delivery and performance of this Agreement or the consummation of the Acquisition other than (A) those that may be required solely by reason of Seller, (as opposed to any third party's) participation in the Acquisition and the other transactions contemplated hereby and (B) those the failure of which to obtain or make would not reasonably be expected to have a Purchaser Material Adverse Effect.

SECTION 4.04. Proceedings. There are not any (a) outstanding Judgments against Purchaser or any of its subsidiaries, (b) Proceedings pending or, to the knowledge of Purchaser, threatened against Purchaser or any of its subsidiaries or (c) investigations by any Governmental Entity that are pending or threatened against Purchaser or any of its subsidiaries that, in any such case, would reasonably be expected to have a Purchaser Material Adverse Effect.

SECTION 4.05. Availability of Funds; Solvency.

(a) Purchaser has cash available which, together with existing committed borrowing facilities, will be sufficient to enable it to consummate the Acquisition and the other transactions contemplated by this Agreement.

(b) As of the Closing and immediately after consummating the Acquisition and the other transactions contemplated by this Agreement, Purchaser will not (i) be insolvent (either because its financial condition is such that the sum of its debts is greater than the fair value of its assets or because the present fair salable value of its assets will be less than the amount required to pay its probable liability on its debts as they become absolute and matured), (ii) have unreasonably small capital with which to engage in its business, or (iii) have incurred or plan to incur debts beyond its ability to repay such debts as they become absolute and matured.

ARTICLE V

Covenants

SECTION 5.01. Covenants Relating to Transferred Assets

(a) Except for matters otherwise contemplated by the terms of this Agreement, from the date of this Agreement to the Closing Date, Seller shall not do any of the following in connection with the Transferred Assets without the prior written consent of Purchaser (which consent shall not be unreasonably withheld, delayed or conditioned):

(i) subject any of the Transferred Assets to any Lien of any nature whatsoever that would have been required to be set forth in Schedule 3.05 if existing on the date of this Agreement;

(ii) waive any claims or rights of value that relate exclusively to any Transferred Asset;

(iii) sell, lease, license or otherwise dispose of any Transferred Asset, except (A) Seller Transferred Inventory and obsolete or excess equipment sold or disposed of in the ordinary course of business and (B) leases entered into in the ordinary course of business;

(iv) agree, whether in writing or otherwise, to do any of the foregoing.

(b) Seller shall keep, or cause to be kept, all insurance policies currently maintained with respect to the Transferred Assets (the "Seller Insurance Policies"), or suitable replacements therefor, in full force and effect through the close of business on the Closing Date; it being understood that any and all Seller Insurance Policies are owned and maintained by Seller and its affiliates (and not the Business). Purchaser will not have any rights under the Seller Insurance Policies from and after the Closing Date.

SECTION 5.02. Access to Information. Seller shall afford to Purchaser and its accountants, counsel and other representatives reasonable access, upon reasonable prior notice during normal business hours during the period prior to the Closing, to the personnel, properties, books, contracts, commitments and records relating exclusively to the Business (other than the Excluded Assets); provided, however, that such access does not unreasonably disrupt the normal operations of Seller or the Business. Nothing contained in this Section 5.02 shall obligate Seller to breach any duty of confidentiality owed to any person whether such duty arises contractually, statutorily or otherwise.

SECTION 5.03. Commercially Reasonable Efforts. On the terms and subject to the conditions of this Agreement, each of Seller and Purchaser shall use its commercially reasonable efforts to cause the Closing to occur, including taking all reasonable actions necessary to comply promptly with all legal requirements that may be imposed on it or any of its affiliates with respect to the Closing. Each of Seller and Purchaser shall not, and shall not permit any of their respective affiliates to, take any actions that would, or that could reasonably be expected to, result in any of the conditions set forth in Article VII not being satisfied.

SECTION 5.04. Brokers or Finders. Each of Purchaser and Seller represents, as to itself and its affiliates, that no agent, broker, investment banker or other firm or person is or will be entitled to any broker's or finder's fee or any other commission or similar fee in connection with any of the transactions contemplated by this Agreement.

ARTICLE VI

Conditions to Closing

SECTION 6.01. Conditions to Each Party's Obligation. The obligation of Purchaser to purchase and pay for the Transferred Assets and the obligations of Seller to sell, transfer, assign and deliver the Transferred Assets to Purchaser is subject to the satisfaction (or waiver by Purchaser and Seller) on or prior to the Closing Date of the following conditions:

(a) Governmental Approvals. All material Consents of, or registrations, declarations or filings with, or expirations of waiting periods imposed by, any Governmental Entity legally required for the consummation of the Acquisition shall have been obtained or filed or shall have occurred.

(b) No Injunctions or Restraints. No Applicable Law or injunction enacted, entered, promulgated, enforced or issued by any Governmental Entity or other legal restraint or prohibition preventing the consummation of the Acquisition shall be in effect.

(c) Release of Liens. Seller's senior lender shall have consented to the transactions contemplated by this Agreement and shall have released its Lien on the Transferred Assets.

SECTION 6.02. Conditions to Obligation of Purchaser. The obligation of Purchaser to purchase and pay for the Transferred Assets is subject to the satisfaction (or waiver by Purchaser) on or prior to the Closing Date of the following conditions:

(a) Representations and Warranties. The representations and warranties of Seller in this Agreement shall be true and correct as of the date hereof and as of the Closing Date as though made on the Closing Date, except to the extent such representations and warranties expressly relate to an earlier date (in which case such representations and warranties shall be true and correct on and as of such earlier

date), in each case except for breaches of representations and warranties as to matters that would not, in the aggregate, reasonably be expected to have a Business Material Adverse Effect.

(b) Performance of Obligations of Seller. Seller shall have performed or complied in all material respects with all obligations and covenants required by this Agreement to be performed or complied with by it by the time of the Closing.

(e) Certificate of Officers. Seller shall have delivered to Purchaser a certificate of Seller's President and Chief Financial Officer (in their capacities as such) dated as of the Closing to the effect that the statements set forth in paragraph (a) and (b) above in this Section 7.02 are true and correct.

SECTION 6.03. Conditions to Obligations of Seller. The obligations of the Seller to sell, transfer, assign and deliver the Transferred Assets is subject to the satisfaction (or waiver by Seller) on or prior to the Closing Date of the following conditions:

(a) Representations and Warranties. The representations and warranties of Purchaser made in this Agreement shall be true and correct as of the date hereof and as of the Closing Date as though made on the Closing Date, except to the extent such representations and warranties expressly relate to an earlier date (in which case such representations and warranties shall be true and correct on and as of such earlier date), in each case except for breaches as to matters that would not, in the aggregate, reasonably be expected to have a Purchaser Material Adverse Effect.

(b) Performance of Obligations of Purchaser. Purchaser shall have performed or complied in all material respects with all obligations and covenants required by this Agreement to be performed or complied with by Purchaser by the time of the Closing.

(c) Payment of Purchase Price. Purchaser shall have paid the Purchase Price to Seller.

ARTICLE VII

Termination; Effect of Termination

SECTION 7.01. Termination.

(a) Notwithstanding anything to the contrary in this Agreement, this Agreement may be terminated and the Acquisition and the other transactions contemplated by this Agreement abandoned at any time prior to the Closing:

(i) by mutual written consent of Seller and Purchaser;

In the event of termination by Seller or Purchaser pursuant to this Section 8.01, written notice thereof shall forthwith be given to the other party or parties hereto and the transactions contemplated by this Agreement shall be terminated, without further action by any person.

SECTION 7.02. Effect of Termination. If this Agreement is terminated and the transactions contemplated hereby are abandoned as described in Section 8.01, this Agreement shall become null and void and of no further force and effect, except for the provisions of (i) Section 5.03 relating to the obligation of Purchaser to keep confidential certain information and data obtained by it from Seller or Seller's representatives (iv) Section 8.01 and this Section 8.02, each of which shall survive the termination of this Agreement. Nothing in this Section 8.02 shall be deemed to release any party

hereto from any liability for any breach by such party of the terms, conditions, covenants and other provisions of this Agreement or to impair the right of any party to compel specific performance by any other party hereto of its obligations under this Agreement.

ARTICLE VIII

Indemnification

SECTION 8.01. Indemnification by Seller. Subject to the limitations set forth in Section 9.04, from and after the Closing, Seller shall indemnify, defend and hold harmless Purchaser and its affiliates and each of their respective officers, directors, employees, stockholders, agents and representatives (the "Purchaser Indemnitees") from and against any and all claims, losses, damages, liabilities, obligations or expenses, including reasonable third-party legal fees and expenses (collectively, "Losses"), to the extent arising or resulting from any of the following:

- (i) any breach of any representation, warranty or covenant of Seller contained in this Agreement;
- (ii) any Retained Liability; and

SECTION 8.02. Indemnification by Purchaser. From and after the Closing, Purchaser shall indemnify, defend and hold harmless Seller and each of its affiliates and each of their respective officers, directors, employees, stockholders, agents and representatives (the "Seller Indemnitees") from and against any and all Losses, to the extent arising or resulting from any of the following:

- (i) any breach of any representation, warranty or covenant of Purchaser contained in this Agreement;
- (ii) any Assumed Liability and any liability of Seller; and

SECTION 8.03. Indemnification Procedures.

(a) Procedures Relating to Indemnification of Third Party Claims. If any party hereto (the "Indemnified Party") receives written notice of the commencement of any action or proceeding or the assertion of any claim by a third party or the imposition of any penalty or assessment for which indemnity may be sought under Section 9.01 or 9.02 (a "Third Party Claim"), and such Indemnified Party intends to seek indemnity pursuant to this Article IX, the Indemnified Party shall promptly provide the other party hereto, as applicable (the "Indemnifying Party") with written notice of such Third Party Claim, stating the nature, basis and the amount thereof, to the extent known, along with copies of the relevant documents evidencing such Third Party Claim and the basis for indemnification sought. Failure of the Indemnified Party to give such notice will not relieve the Indemnifying Party from liability on account of this indemnification, except if and to the extent that the Indemnifying Party is actually prejudiced thereby. The Indemnifying Party will have 30 days from receipt of any such notice of a Third Party Claim to give notice to assume the defense thereof. If notice to the effect set forth in the immediately preceding sentence is given by the Indemnifying Party, the Indemnifying Party will have the right to assume the defense of the Indemnified Party against the Third Party Claim with counsel of its choice. So long as the Indemnifying Party has assumed the defense of the Third Party Claim in accordance herewith, (i) the Indemnified Party may retain separate co-counsel at its sole cost and expense and participate in the defense of the Third Party Claim, (ii) the Indemnified Party will not file any papers or consent to the entry of any judgment or enter into any settlement with respect to the Third Party Claim

without the prior written consent of the Indemnifying Party and (iii) the Indemnifying Party will not (A) admit to any wrongdoing or (B) consent to the entry of any judgment or enter into any settlement with respect to the Third Party Claim to the extent such judgment or settlement provides for equitable relief, in each case, without the prior written consent of the Indemnified Party (such written consent will not be withheld or delayed unreasonably). The parties will use commercially reasonable efforts to minimize Losses from Third Party Claims and will act in good faith in responding to, defending against, settling or otherwise dealing with such claims. The parties will also cooperate in any such defense and give each other reasonable access to all information relevant thereto. Whether or not the Indemnifying Party has assumed the defense, such Indemnifying Party will not be obligated to indemnify the Indemnified Party hereunder for any settlement entered into or any judgment that was consented to without the Indemnifying Party's prior written consent, which consent shall not be unreasonably withheld.

(b) Procedures for Non-Third Party Claims. The Indemnified Party will notify the Indemnifying Party in writing promptly of its discovery of any matter that does not involve a Third Party Claim being asserted against or sought to be collected from the Indemnified Party, giving rise to the claim of indemnity pursuant hereto. The failure so to notify the Indemnifying Party shall not relieve the Indemnifying Party from liability on account of this indemnification, except only to the extent that the Indemnifying Party is actually prejudiced thereby. The Indemnifying Party will have 30 days from receipt of any such notice to give notice of dispute of the claim to the Indemnified Party. The Indemnified Party will reasonably cooperate and assist the Indemnifying Party in determining the validity of any claim for indemnity by the Indemnified Party and in otherwise resolving such matters. Such assistance and cooperation will include providing reasonable access to and copies of information, records and documents relating to such matters, furnishing employees to assist in the investigation, defense and resolution of such matters and providing legal and business assistance with respect to such matters.

(c) Purchaser acknowledges and agrees that (i) it has had an opportunity to conduct such independent investigation and inspection of the Transferred Assets and Assumed Liabilities as it deemed necessary and (ii) except as otherwise provided herein, the Transferred Assets are being transferred to Purchaser and Purchaser is accepting the Transferred Assets in their present condition and state of repair, "as is" and "where is."

(c) Purchaser further acknowledges and agrees that, should the Closing occur, its sole and exclusive remedy with respect to any and all claims relating to this Agreement, the Business, the Transferred Assets, the Excluded Assets, the Assumed Liabilities, the Retained Liabilities or the transactions contemplated hereby (other than claims of, or causes of action arising from, fraud) shall be pursuant to the indemnification provisions set forth in this Article IX.

SECTION 8.04. Calculation of Indemnity Payments. The amount of any Loss for which indemnification is provided under this Article IX shall be net of any amounts recovered or recoverable by the Indemnified Party under insurance policies with respect to such Loss and shall be (a) increased to take account of any net Tax cost actually incurred by the Indemnified Party arising from the receipt of indemnity payments hereunder (grossed up for such increase) and (b) reduced to take account of any Tax benefit actually recognized by the Indemnified Party from the incurrence or payment of any indemnification amount. In computing the amount of any such Tax cost or Tax benefit, only the current Tax deduction actually recognized by the Indemnified Party in the taxable year of the indemnification payment shall be taken into account and only after the Indemnified Party has recognize all other items of income, gain, loss, deduction or credit before recognizing any item arising from the receipt of any indemnity payment hereunder or the incurrence or payment of any indemnified amount; provided, however, that the Loss shall not be reduced by utilization of any tax attribute of the Indemnified Party (e.g., loss carryover) or from a deduction, loss or credit of the Indemnified Party otherwise resulting from its operations.

SECTION 8.05. Tax Treatment of Indemnification. For all Tax purposes, Purchaser and Seller agree to treat any indemnity payment under this Agreement as an adjustment to the Purchase Price unless a final determination (which shall include the execution of an IRS Form 870-AD or successor form) provides otherwise.

ARTICLE IX

Tax Matters

SECTION 9.01. Tax Matters.

(b) Transfer Taxes.

(i) Seller and Purchaser shall cooperate in timely making all filings, returns, reports and forms as may be required in connection with Purchaser's payment of Transfer Taxes. Seller and Purchaser, as appropriate and reasonably requested, shall execute and deliver all instruments and certificates necessary to enable the other to comply with any filing requirements relating to any such Transfer Taxes.

(c) Purchaser and Seller shall equally pay all Transfer Taxes due as a result of the transfer of the Transferred Assets pursuant to this Agreement.

(d) Purchaser shall not file any amended Tax Returns or agree to any adjustments arising from any audit or other proceeding (including any audit of Purchaser's Tax Returns for the taxable period that includes the purchase of the Transferred Assets) that would have the effect of increasing the Taxes of Seller or any of its affiliates without the consent of Seller, which consent shall not be unreasonably withheld.

(e) Purchaser and Seller agree to retain all records relating to the finances and Taxes of the Transferred Assets for all taxable periods ending on or prior to the Closing Date until the expiration of the statutes of limitation (including any extensions thereof) for the taxable period or periods to which such records relate. Purchaser and Seller agree to provide each other with such information and assistance as is reasonably necessary, including access to records and personnel, for the preparation of any Tax Returns or for the defense of any Tax claim or assessment, whether in connection with an audit or otherwise; provided, however, that such access and assistance do not unreasonably disrupt the normal operations of Purchaser, in the case of access and assistance given to Seller, or of Seller, in the case of access and assistance given to Purchaser.

ARTICLE X

Additional Agreements

SECTION 10.01. Publicity. The parties shall provide each other an opportunity to review and comment on any public announcement with respect to the transactions contemplated by this Agreement, it being understood that nothing in this Section shall restrict a party from making announcements or disclosures which may be required by law or the rules or regulations of any United States or foreign securities exchange.

SECTION 10.02. Post-Closing Information. Following the Closing, upon reasonable written notice to Purchaser, Purchaser shall afford or cause to be afforded to Seller and its affiliates reasonable access to the personnel, properties, books, contracts, commitments and records relating to the Transferred Assets for any reasonable business purpose, including in respect of litigation, insurance matters, Tax matters and financial reporting of the Seller and its affiliates.

SECTION 10.03. Records. Purchaser recognizes that certain records may contain information relating to subsidiaries, divisions or businesses of Seller other than the Transferred Assets and that Seller may retain copies thereof.

SECTION 10.04. Bulk Transfer Laws. Purchaser hereby waives compliance by Seller with the provisions of any so-called "bulk transfer laws" of any jurisdiction in connection with the sale of the Transferred Assets to Purchaser.

SECTION 10.05. Refunds and Remittances. After the Closing, if Seller or any of its affiliates receive any refund or other amount which is a Transferred Asset or is otherwise properly due and owing to Purchaser in accordance with the terms of this Agreement, Seller promptly shall remit, or shall cause to be remitted, such amount to Purchaser. After the Closing, if Purchaser or any of its affiliates receive any refund or other amount which is an Excluded Asset or is otherwise properly due and owing to Seller or any of its affiliates in accordance with the terms of this Agreement, Purchaser promptly shall remit or shall cause to be remitted, such amount to Seller at the address set forth in Section 13.04. After the Closing, if Purchaser or any of its affiliates receive any refund or other amount which is related to claims (including workers' compensation), litigation, insurance or other matters for which Seller is responsible hereunder, and which amount is not a Transferred Asset, or is otherwise properly due and owing to Seller in accordance with the terms of this Agreement, Purchaser promptly shall remit, or cause to be remitted, such amount to Seller at the address set forth in Section 13.04. After the Closing, if Seller or any of its affiliates receive any refund or other amount which is related to claims (including worker's compensation), litigation, insurance or other matters for which Purchaser is responsible hereunder, and which amount is not an Excluded Asset, or is otherwise properly due and owing to Purchaser in accordance with the terms of this Agreement, Seller promptly shall remit, or cause to be remitted, such amount to Purchaser at the address set forth in Section 13.04.

ARTICLE XI

Miscellaneous

SECTION 11.01. Assignment. Neither this Agreement nor any of the rights and obligations of the parties hereunder may be assigned by any party hereto without the prior written consent of the other party hereto. Notwithstanding any assignment in compliance with the previous sentence, each of Seller and Purchaser shall remain liable for all of their respective obligations under this Agreement. Subject to the first sentence of this Section 11, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns and no other person shall have any right, obligation or benefit hereunder. Any attempted assignment or transfer in violation of this Section 11.01 shall be void.

SECTION 11.02. No Third-party Beneficiaries. Except as otherwise provided in this Agreement, this Agreement is for the sole benefit of the parties hereto and their permitted assigns and nothing herein expressed or implied shall give or be construed to give to any person, other than the parties hereto and such assigns, any legal or equitable rights hereunder.

SECTION 11.03. Expenses. Whether or not the transactions contemplated by this Agreement are consummated, except as otherwise expressly provided herein each of the parties hereto shall be responsible for the payment of its own respective costs and expenses incurred in connection with the negotiations leading up to and the performance of its respective obligations pursuant to this Agreement including the fees of any attorneys, accountants, brokers or advisors employed or retained by or on behalf of such party.

SECTION 11.04. Notices. All notices, requests, permissions, waivers and other communications hereunder shall be in writing and shall be deemed to have been duly given (a) five business days following sending by registered or certified mail, postage prepaid, (b) when sent, if sent by facsimile; provided that the facsimile transmission is promptly confirmed by telephone, (c) when delivered, if delivered personally to the intended recipient and (d) one business day following sending by overnight delivery via a national courier service and, in each case, addressed to a party at the following address for such party:

(i) if to Seller,

Carl Zeiss MicroImaging AIS, Inc.
c/o Carl Zeiss MicroImaging, Inc.,
One Zeiss Drive
Thornwood, NY 10594
Attention: Vice President Finance
Facsimile: (914 681 7485)

with a copy to:

Attention: Counsel for Carl Zeiss MicroImaging AIS, Inc.
Facsimile: (914 681 7485)

with a copy to:

(ii) if to Purchaser,

Carl Zeiss MicroImaging GmbH
Carl Zeiss Promenade 10
07745 Jena, Germany
Attention: Chief Financial Officer
Facsimile:

or to such other address(es) as shall be furnished in writing by any such party to each of the other parties hereto in accordance with the provisions of this Section 13.04.

SECTION 11.05. Headings; Certain Definitions.

(a) The descriptive headings of the several Articles and Sections of this Agreement and the Disclosure Schedule to this Agreement and the Table of Contents to this Agreement are inserted for convenience only, do not constitute a part of this Agreement and shall not affect in any way the meaning or interpretation of this Agreement. All references herein to "Articles", "Sections", "Exhibits"



or "Schedules" shall be deemed to be references to Articles or Sections hereof or Exhibits or Schedules hereto unless otherwise indicated.

SECTION 11.06. Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more counterparts have been signed by each of the parties hereto and delivered, in person or by telecopier, receipt acknowledged, to the other parties hereto.

SECTION 11.07. Integrated Contract; Exhibits and Schedules. This Agreement, including the Schedules (and the Introduction thereto) and Exhibits hereto, any written amendments pursuant hereto, constitute the entire agreement among the parties with respect to the subject matter hereof and thereof and supersede any previous agreements and understandings between the parties with respect to such matters. Any capitalized terms used in any Schedule or Exhibit but not otherwise defined therein shall be defined as set forth in this Agreement. There are no restrictions, promises, representations, warranties, agreements or undertakings of any party hereto with respect to the transactions contemplated by this Agreement other than those set forth herein or in any other document required to be executed and delivered hereunder or thereunder.

SECTION 11.08. Severability; Enforcement. The invalidity of any portion hereof shall not affect the validity, force or effect of the remaining portions hereof. If it is ever held that any restriction hereunder is too broad to permit enforcement of such restriction to its fullest extent, each party hereto agrees that a court of competent jurisdiction may enforce such restriction to the maximum extent permitted by law, and each party hereto hereby consents and agrees that such scope may be judicially modified accordingly in any proceeding brought to enforce such restriction.

SECTION 11.09. Governing Law. This Agreement and any disputes arising under or related thereto (whether for breach of contract, tortious conduct or otherwise) shall be governed and construed in accordance with the laws of the State of New York, without reference to its conflicts of law principles.

SECTION 11.10. Jurisdiction. Each party irrevocably agrees that any legal action, suit or proceeding against them arising out of or in connection with this Agreement or the transactions contemplated hereby or disputes relating hereto (whether for breach of contract, tortious conduct or otherwise) shall be brought exclusively in the United States District Court for the Southern District of New York, or, if such court does not have subject matter jurisdiction, the state courts of New York located in the County of Westchester, State of New York and hereby irrevocably accepts and submits to the exclusive jurisdiction and venue of the aforesaid courts in personam, with respect to any such action, suit or proceeding.

SECTION 11.11. Service of Process. Each of the parties agrees that service of any process, summons, notice or document by U.S. registered mail to such party's respective address set forth above shall be effective service of process for any action, suit or proceeding in New York with respect to any matters for which it has submitted to jurisdiction pursuant to Section 13.10.

SECTION 11.12. Waiver of Jury Trial. Each party hereto hereby waives to the fullest extent permitted by Applicable Law, any right it may have to a trial by jury in respect to any litigation directly or indirectly arising out of, under or in connection with this Agreement or the transactions contemplated hereby or disputes relating hereto. Each party hereto (a) certifies that no representative, agent or attorney of any other party hereto has represented, expressly or otherwise, that such other party would not, in the event of litigation, seek to enforce the foregoing waiver and



(b) acknowledges that it and the other parties hereto have been induced to enter into this Agreement by, among other things, the mutual waivers and certifications in this Section 11.12.

SECTION 11.13. Amendments. This Agreement may be amended, modified, superseded or canceled and any of the terms, covenants, representations, warranties or conditions hereof may be waived only by an instrument in writing signed by each of the parties hereto or, in the case of a waiver, by or on behalf of the party waiving compliance.

SECTION 11.14. Further Assurances. The parties agree to do such further acts and things and to execute and deliver such additional agreements and instruments as may be reasonably necessary to give effect to the purposes of this Agreement and the Parties' agreements hereunder.

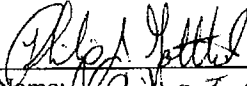
(Signature Page Follows)



IN WITNESS WHEREOF, each of Seller and Purchaser has duly executed this Agreement as of the date first written above.

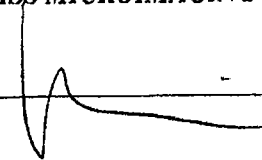
SELLER:

CARL ZEISS MICROIMAGING AIS, INC.

By: 
Name: Philip J. Gottlieb
Title: Treasurer

PURCHASER:

CARL ZEISS MICROIMAGING GMBH

By:  
Name: _____
Title: _____
Dr. Ulrich Simon
President & CEO
CZ Microimaging GmbH
Michael Mathias
CFO
CZ Microimaging GmbH



SCHEDULE 1.02(A)(IV)

TRANSFERRED ASSETS

Attached:
Patents
Trademarks
Software



EXHIBIT 2.02(A)

FORM OF BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT



**BILL OF SALE, ASSIGNMENT OF TRANSFERRED ASSETS
AND
ASSUMPTION OF LIABILITIES**

August 1, 2008

For and in consideration of the sum required to be paid pursuant to that certain Asset Purchase Agreement, dated as of August 1, 2008 (the "Asset Purchase Agreement"), by and among Carl Zeiss MicroImaging AIS, Inc. a Delaware corporation ("Seller"), Carl Zeiss MicroImaging GmbH, a company organized under the laws of the Federal Republic of Germany ("Purchaser"), the receipt and sufficiency of which are hereby acknowledged, Seller does hereby assign, transfer, sell, convey and deliver to Purchaser all of Seller's right, title and interest in and to the Transferred Assets, subject to the terms and conditions of the Asset Purchase Agreement.

Pursuant to Section 1.04(a) of the Asset Purchase Agreement, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Purchaser assumes the Assumed Liabilities subject to the terms and conditions of the Asset Purchase Agreement, and Seller shall have no further liability or responsibility therefore.

Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in the Asset Purchase Agreement.

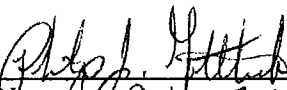
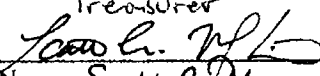
[Signature Page Follows]

ZEISS

IN WITNESS WHEREOF, each party hereto has caused this Bill of Sale, Assignment of Transferred Assets and Assumption of Liabilities to be duly executed on its behalf as of the date first set forth above.

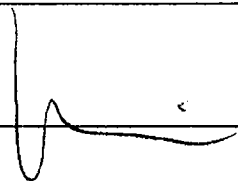
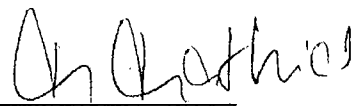
SELLER:

CARL ZEISS MICROIMAGING AIS, INC.

By: 
Name: Philip J. Gottlieb
Title: Treasurer
By: 
Name: Scott A. Margolin
Title: Secretary

PURCHASER:

CARL ZEISS MICROIMAGING GMBH

By: _____
Name: _____
Title: _____
By:  
Name: _____
Title: _____

Dr. Ulrich Simon
President & CEO
CZ Microimaging GmbH

Michael Mathias
CFO
CZ Microimaging GmbH

Schedule 1.02(a)(iv)

Transferred Intellectual Property

TRADEMARKS

Mark	Country	Class	Filed	App #	Reg Date	Reg #	Status
ACIS	US	9	3/4/1998	75/444,713	5/8/2001	2,449,518	Registered
ACIS	US	42	3/11/2004	76/275,358	5/13/2003	2,716,264	Registered
ACR	US	9	3/11/2004	78/382,448			Pending
CHROMAVISION	US	10	4/25/1997	75/282,022	3/23/1999	2,235,101	Registered
CHROMAVISION	US	42	6/15/2001	76/272,496	9/30/2003	2,769,787	Registered
CHROMAVISION	European						
CHROMAVISION	Community			1,000,033			Registered
CHROMAVISION	European						
Design	Community			1,000,041			Registered
CHROMAVISION	European						
CHROMAVISION	Community			2474,310			Registered
Design	France			98761,485			Registered
CHROMAVISION	France			98761484			
CHROMAVISION	Germany			De39900139			Registered
CHROMAVISION	Germany			De39900140			Registered
TRESTLE	US	9	1/26/2004	76/572,688	1/24/2006	3,047,525	Registered
TRESTLE and design	US	9	1/26/2004	76/572,689	8/29/2006	3,134,653	Registered
XCELLERATOR	US	9	8/2/2005	78/684,018			Pending

Schedule 1.02(a)(iv)

Transferred Intellectual Property

Patents

Please see attached excel spreadsheet.

SCHEDULE 1.02(a)(iv)
TRANSFERRED INTELLECTUAL PROPERTY
PATENTS

Patent No.	Inventor	Issue Date	Serial No.	Filing Date	Country	Title	Status	C #	F & R Matter ID
6,330,349	Presley Hays; Michael Pert; Douglas Harrington	12/11/2001	09/612,022	7/7/2000	United States	Automated Method For Image Analysis Of Residual Protein	Issued	CV010	10225/003001
6,671,393	Presley Hays; Michael Pert; Douglas Harrington	12/30/2003	10/014,006	12/10/2001	United States	Automated Method For Image Analysis Of Residual Protein	Issued		10225/003002
	Presley Hays; Michael Pert; Douglas Harrington		10/728,698	12/5/2003	United States	Automated Method For Image Analysis Of Residual Protein	Pending		10225/003003
6,418,236	Bob Ellis; William Decker; Gina McLaren	7/9/2002	09/644,308	6/24/1999	United States	Histological Reconstruction And Automated Image Analysis	Issued	CV012	10225/004001
6,631,203	Bob Ellis; William Decker; Gina McLaren	10/7/2003	10/081,774	2/20/2002	United States	Histological Reconstruction And Automated Image Analysis	Issued		10225/004002
6,947,593	Bob Ellis; William Decker; Gina McLaren	9/20/2005	10/679,122	10/2/2003	United States	Histological Reconstruction And Automated Image Analysis	Issued		10225/004003
	Bob Ellis; William Decker; Gina McLaren		925012.8	4/10/2000	Europe	Histological Reconstruction And Automated Image Analysis	Pending		10225/004004
	Bob Ellis; William Decker; Gina McLaren		3103033.6	4/10/2000	Hong Kong	Histological Reconstruction And Automated Image Analysis	Pending		10225/004005
	Bob Ellis; William Decker; Gina McLaren		2000-611240	4/10/2000	United States	Histological Reconstruction And Automated Image Analysis	Pending		10225/004006
6,718,053	Bob Ellis; Gina McLaren; William Decker	4/8/2004	09/495,461	2/1/2000	United States	Method And Apparatus For Automated Image Analysis Of Biological Specimens	Issued	CV014	10225/005001
7,190,818	Bob Ellis; Gina McLaren; William Decker	9/13/2007	10/748,515	12/24/2003	United States	Method And Apparatus For Automated Image Analysis Of Biological Specimens	Allowed		10225/005002
	Bob Ellis; Gina McLaren; William Decker		1906915.2	2/1/2001	United States	Method And Apparatus For Automated Image Analysis Of Biological Specimens	Pending		10225/005003
	Bob Ellis; Gina McLaren; William Decker		09/631,671	2/1/2001	Europe	Method And Apparatus For Automated Image Analysis Of Biological Specimens	Pending		10225/005004
6,546,123	Gina McLaren; Bob Ellis	4/8/2003	09/616,817	7/12/2000	United States	Automated Detection Of Objects In A Biological Sample	Issued	CV016	10225/006001
7,177,454	Gina McLaren; Bob Ellis	2/13/2007	10/358,114	2/3/2003	United States	Automated Detection Of Objects In A Biological Sample	Issued		10225/006002
	Gina McLaren; Bob Ellis		947293.4	7/12/2000	Europe	Automated Detection Of Objects In A Biological Sample	Pending		10225/006003
6,674,895	Jose de la Torre-Bueno	1/6/2004	09/615,260	7/13/2000	United States	Device For Applying Accurate Color Thresholds In Real Time	Issued	CV020	10225/010001
6,445,817	Jose de la Torre-Bueno	9/3/2002	09/615,263	7/13/2000	United States	Apparatus For Counting Color Transitions And Areas In Real Time	Issued	CV022	10225/010002
6,404,918	Jose de la Torre-Bueno	8/1/2002	09/631,671	8/4/2000	United States	A Method Of Applying Color Thresholds In Light Microscopy	Issued	CV040	10225/013001
3,765,903	Jose de la Torre-Bueno	Feb 3 2006	2001-516126	8/4/2000	Japan	A Method Of Applying Color Thresholds In Light Microscopy	Issued		10225/013002
6,151,405	James Douglass; Thomas Riding; William Decker	11/21/2000	09/627,288	3/26/1998	United States	System And Method For Cellular Specimen Grading	Issued	CV024	10225/014001
970,364	James Douglass; Thomas Riding; William Decker	5/28/2003	98913124.8	3/26/1998	Germany	System And Method For Cellular Specimen Grading	Issued		10225/014002
970,364	James Douglass; Thomas Riding; William Decker	5/28/2003	98913124.8	3/26/1998	Europe	System And Method For Cellular Specimen Grading	Issued		10225/014003
970,364	James Douglass; Thomas Riding; William Decker	5/28/2003	98913124.8	3/26/1998	United Kingdom	System And Method For Cellular Specimen Grading	Issued		10225/014004
3,479,309	James Douglass; Thomas Riding; William Decker	10/3/2003	10-541786	11/27/1996	Japan	System And Method For Cellular Specimen Grading	Issued		10225/014005
5,215,892	James Douglass; Thomas Riding; James Ring	4/10/2001	09/758,436	11/27/1996	United States	Method And Apparatus For Automated Image Analysis Of Biological Specimens	Issued	CV026	10225/015001
6,553,135	James Douglass; Thomas Riding; James Ring	4/22/2003	09/482,101	2/14/2000	United States	Method And Apparatus For Automated Image Analysis Of Biological Specimens	Issued		10225/015002
6,520,229	James Douglass; Thomas Riding; James Ring	7/19/2005	10/404,921	3/31/2003	United States	Method And Apparatus For Automated Image Analysis Of Biological Specimens	Issued		10225/015003
7,133,545	James Douglass; Thomas Riding; James Ring	11/7/2006	11/715,847	4/26/2005	United States	Method And Apparatus For Automated Image Analysis Of Biological Specimens	Issued		10225/015004
	James Douglass; Thomas Riding; James Ring		11,694,374	11/7/2006	United States	Method And Apparatus For Automated Image Analysis Of Biological Specimens	Pending		10225/015005
724,393	James Douglass; Thomas Riding; James Ring	11/21/2000	724,393	11/27/1996	Australia	Method And Apparatus For Automated Image Analysis Of Biological Specimens	Issued		10225/015006
864,082	James Douglass; Thomas Riding; James Ring	4/2/2003	96940830.9	11/27/1996	Belgium	Method And Apparatus For Automated Image Analysis Of Biological Specimens	Issued		10225/015007
864,082	James Douglass; Thomas Riding; James Ring	4/2/2003	96940830.9	11/27/1996	Germany	Method And Apparatus For Automated Image Analysis Of Biological Specimens	Issued		10225/015008
864,082	James Douglass; Thomas Riding; James Ring	4/2/2003	96940830.9	11/27/1996	Europe	Method And Apparatus For Automated Image Analysis Of Biological Specimens	Issued		10225/015009
864,082	James Douglass; Thomas Riding; James Ring	4/2/2003	2028849.4	11/27/1996	Europe	Method And Apparatus For Automated Image Analysis Of Biological Specimens	Pending		10225/015010
864,082	James Douglass; Thomas Riding; James Ring	4/2/2003	2028849.4	11/27/1996	France	Method And Apparatus For Automated Image Analysis Of Biological Specimens	Pending		10225/015011
864,082	James Douglass; Thomas Riding; James Ring	4/2/2003	96940830.9	11/27/1996	United Kingdom	Method And Apparatus For Automated Image Analysis Of Biological Specimens	Issued		10225/015012
864,082	James Douglass; Thomas Riding; James Ring	4/2/2003	96940830.9	11/27/1996	United States	Method And Apparatus For Automated Image Analysis Of Biological Specimens	Issued		10225/015013
864,082	James Douglass; Thomas Riding; James Ring	4/2/2003	96940830.9	11/27/1996	United States	Reverse Focusing Methods And Systems	Issued	CV035	10225/022001
6,900,426	Hai Zhang	5/6/2006	10/353,773	1/27/2003	United States	Reverse Focusing Methods And Systems	Issued		10225/022002
	Jose de la Torre-Bueno		09/542,091	4/3/2000	United States	Remote Interpretation Of Medical Images	Pending	CV030	10225/023001
6,897,508	Jose de la Torre-Bueno	2/24/2004	09/972,067	10/4/2001	United States	Method And Apparatus For Scoring The Uptake Of Markers In Cells	Issued	CV055	10225/024001
7,046,062	Jose de la Torre-Bueno; Peter Salamon	12/5/2006	10/094,900	3/8/2002	United States	Apparatus And Method For Labeling Rows And Columns In An Irregular Array	Issued	CV056	10225/027001
	Jose de la Torre-Bueno; Peter Salamon		11/634,747	12/5/2006	United States	Apparatus And Method For Labeling Rows And Columns In An Irregular Array	Pending	CV056	10225/027002

**SCHEDULE 1.02(a)(iv)
TRANSFERRED INTELLECTUAL PROPERTY
PATENTS**

F A R Matter ID	CV #	Status	Title	Country			Filing Date			Serial No.			Issue Date			Patent No.			Inventor
10225/029001	CV060	Issued	Automated Slide Staining Apparatus	United States			6/12/2003			10461,733			10/5/2004			6,900,249			Jose de la Torre-Bueno
10225/029002	CV060	Pending	Automated Slide Staining Apparatus	United States			8/27/2004			10927,749									Jose de la Torre-Bueno
10225/030001	CV062	Pending	An Automated System For Combining Bright Field And Fluorescent Microscopy	United States			6/12/2003			10461,786									Jose de la Torre-Bueno; Jim McBride
10225/039001	CV064	Pending	Automated Measurement Of Concentration And/Or Amount In A Biological Sample	United States			4/10/2003			10822,561									Jose de la Torre-Bueno
10225/040001	CV105	Pending	Silhouette Image Acquisition	United States			4/11/2003			10413,493									Cynthia Perez, Jose de la Torre-Bueno; Robert Ellis; Gina McLaren; Mary Jean Smith
10225/040001	CV105	Pending	Silhouette Image Acquisition	WIPO			4/12/2004			US04/011334									Cynthia Perez, Jose de la Torre-Bueno; Robert Ellis; Gina McLaren; Mary Jean Smith
10225/042001	CV066	Pending	Method For Detecting Rare Event	United States			7/11/2003			10618,377									Blaise Bossy, Robert Ellis, Kenneth Bauer
10225/051001	CV068	Pending	Methods And Apparatus For Analysis Of A Biological Specimen	United States			7/19/2004			10894,776									Jose de la Torre-Bueno, Kenneth Bauer
10225/055001	CV108	Pending	Data Structure Of An Image Storage And Retrieval System	United States			6/30/2004			10862,661									Jose de la Torre-Bueno, Cindy Perz
10225/056001	CV110	Pending	Method Of Quantifying Proteins And Genes In Cells Using A Combination Of Images	United States			6/18/2004			10922,121									Kenneth Bauer, Keith Godeb, Scott Webster
10225/057001	CV114	Pending	System For And Method Of Registering Field Of View	United States			6/17/2004			10872,138									Cindy Perz, Jose de la Torre-Bueno
10225/059001	CV070	Pending	A Method For Controlling The Re-Use Of Prefilled Reagent Dispensers And Other	United States			5/12/2004			10844,678									Jose de la Torre-Bueno
10225/061001	CV072	Pending	Remote Interpretation Of Medical Images	United States			3/16/2004			10803,194									Jose de la Torre-Bueno
10225/066001	CV201	Pending	Chromatic Registration For Biological Sample Imaging	United States			6/14/2005			11753,257									Jose de la Torre-Bueno
10225/067001	CV202	Pending	Remote System Management	United States			10/20/2004			10970,119									Curtis Fernandes, Gina McLaren, Roger Johnson, Cindy Mason
10225/072001	CV203	Pending	System For And Method Of Generating Sales Proposals And Contracts	United States			10/12/2004			10963,778									Curtis Fernandes, Gina McLaren, Bob Ellis
10225/078001	CV205	Pending	Endothelial Cell Detection	United States			2/4/2005			11060,912									Ken Bauer, Scott Webster
10225/079001	CV206	Pending	Repositioning Inaccuracies In An Automated Imaging System	United States			6/4/2005			11198,018									Cynthia Perz, Robert Ellis
10225/090001	CV210	Pending	Color, Hemorrhage	United States			3/31/2006			11986,052									Roscoe Atkinson
10225/091001	CV207	Pending	System And Method Of Automated Projection Of Serial Section Images For Microscopy	United States			8/21/2006			11472,820									Jose de la Torre-Bueno, Cynthia Perez, Robert Ellis
10225/092001	CV208	Pending	System For And Method Of Intelligently Directed Segmentation Analysis For Automated	United States			1/30/2006			11943,544									Cynthia Perz, Robert Ellis, Jose de la Torre-Bueno
10225/093001	CV209	Pending	System For And Method Of Focusing For Automated Microscope Systems	United States			2/2/2006			11946,727									Cynthia Perz
10225/095001	CV211	Pending	Improving Image Quality By Integration Of Wavelength Specific Components In Medical Image Modification To Simulate Characteristics	United States			9/12/2006			11930,444									Roscoe Atkinson
10225/100001	TR1E1	Issued	Compression Packaged Image Transmission For Telemicroscopy	United States			6/1/1999			08923,371			8/12/2003			6,505,413			Zaineh, Jack A.
10225/119002	TR1E1	Allowed	Compression Packaged Image Transmission For Telemicroscopy	United States			5/30/2003			10449,913									Zaineh, Jack A.
10225/119003	TR1E1	Pending	System and Method for Reconstructing a Diagnostic Trajectory	United States			7/12/2006			11485,478									Zaineh, Jack A.
10225/119004	TR1E1	Pending	System and Method for Remote Navigation of a Specimen	United States			7/12/2006			11485,005									Zaineh, Jack A.
10225/120001	044595	Issued	System And Method For Finding Regions Of Interest For Microscopic Digital Montage	United States			1/11/2001			09759,037			1/31/2006			6,993,189			Weizel, et al.
10225/120002	044595	Pending	A System and Method for Finding Regions of Interest for Microscopic Digital Montage	United States			9/6/2005			11221,331									Weizel, et al.
10225/120003	044595	Pending	A System and Method for Finding Regions of Interest for Microscopic Digital Montage	United States			10/26/2005			11258,803									Weizel, et al.
10225/121001	TR1E1	Pending	Method & Apparatus For Dynamically Generating A User Presentation Based On Digital Montage	United States			1/29/1999			09240,048									John Almsworth
10225/125001	044595	Issued	System For Microscopic Digital Montage Imaging Using A Pulse Light Illumination	United States			1/11/2001			09757,703			9/28/2004			6,798,571			Weizel, et al.
10225/126001	044595	Issued	Method For Maintaining High-Quality Focus During High-Throughput, Microscopic	United States			2/21/2001			09789,896			11/9/2004			6,816,808			Weizel, et al.
10225/127001	TR1E1	Pending	Continuous Focus	United States			7/22/2004			10987,941									Jack Zaineh, Usman Rashid, Rui-Tao Dong
10225/128001	TR1E1	Pending	Virtual Slide & Live Microscope System	United States			7/14/2003			10620,016									Zaineh, Jack A.
10225/128002	TR1E1	Pending	System for Remote Viewing and Display of a Slide	United States			8/11/2006			11502,816									Zaineh, Jack A.
10225/129001	TR1E1	Pending	Systems & Methods for Stitching Image Blocks to Create Seamless Magnified In	United States			8/31/2005			11219,073									Zaineh, Jack A.
10225/129EP1	TR1E1	Pending	Systems & Methods for Stitching Image Blocks to Create Seamless Magnified In	Europe			8/25/2006			06 017 794.6									Zaineh, Jack A.

PATENT

SCHEDULE 1.02(a)(iv)
TRANSFERRED INTELLECTUAL PROPERTY
PATENTS

Pat. Matter ID	CV #	Status	Title	Country	Filing Date	Serial No.	Issue Date	Patent No.	Inventors
10225/129P1	TR1-P	Pending	Systems & Methods for Stitching Image Blocks to Create Seamless Magnified Images	Japan	8/30/2006	2006-233009			Zaineh, Jack A.
10225/130001	TR1-P	Pending	System & Method for Creating Magnified Images of Microscope Slide	United States	8/25/2006	11211,405			Jack Zaineh, Rui-Tao Dong
10225/1300P1	TR1-P	Pending	System & Method for Creating Magnified Images of Microscope Slide	Europe	8/25/2006	06 017 786.3			Jack Zaineh, Rui-Tao Dong
10225/130P1	TR1-P	Pending	System & Method for Creating Magnified Images of Microscope Slide	Japan	8/24/2006	2006-228156			Jack Zaineh, Rui-Tao Dong
10225/131001	044595	Issued	A System for Creating Microscopic Digital Montage Images	United States	7/31/2001	09/919,452	12/26/2006	7,155,049	Weibel, et al.
10225/131002	044595	Issued	System for Creating Microscopic Digital Montage Images	United States	5/9/2006	11/430,721			Jack Zaineh, Rui-Tao Dong
10225/132001	TR1-P	Pending	System & Method for Creating Variable Quality Images of a Microscope Slide	United States	1/18/2006	11/334,138			Jack Zaineh, Rui-Tao Dong
10225/132W01	TR1-P	Pending	System & Method for Creating Variable Quality Images of a Microscope Slide	United States	1/18/2006	32006002074			Jack Zaineh, Rui-Tao Dong
10225/133001	TR1-P	Pending	Method & System for Peer Review in Studies Including Toxicity and Risk Assessment	United States	2/7/2006	11/348,768			
		Expired		United States	11/30/1986	60/026,805			
		Expired		United States	4/13/1989	60/129,384			
		Expired		United States	7/9/1989	60/143,181			
		Expired		United States	7/19/1989	60/144,529			
10225/010P01		Expired	Device For Applying Accurate Color Thresholds in Real Time	United States	7/13/1988	60/143,828			Jose de la Torre-Bueno
10225/027P01		Expired	A Structural Diffusion Approach To Labeling Rows And Columns In An Irregular	United States	3/8/2001	60/274,688			Jose de la Torre-Bueno; Peter Salamon
10225/029P01		Expired	Methods Of Improving Reagent Placement In Automated Slide Stainers	United States	6/14/2002	60/269,177			Jose de la Torre-Bueno
10225/030P01		Expired	An Automated System For Combining Bright Field And Fluorescent Microscopy	United States	6/12/2002	60/388,822			Jose de la Torre-Bueno; Jim McBride
10225/030P02		Expired	An Automated System For Combining Bright Field And Fluorescent Microscopy	United States	2/27/2003	60/450,824			Jose de la Torre-Bueno; Jim McBride
10225/038P01		Expired	Automated Measurement Of Concentration And/Or Amount In A Biological Sample	United States	4/10/2003	60/462,159			Jose de la Torre-Bueno
10225/051P01		Expired	Methods And Apparatus For Analysis Of A Biological Specimen	United States	6/15/2004	60/579,384			Jose de la Torre-Bueno; Kamith Bauer
10225/090P01	CV210	Expired	Hematoma	United States	4/4/2005	60/968,414			Roscoe Atkinson
10225/091P01	CV207	Expired	System And Method Of Automated Projection Of Serial Section Images For Micro	United States	9/21/2005	60/982,731			Jose de la Torre-Bueno; Cynthia Perez, Robert Ellis
10225/092P01	CV208	Expired	System For And Method Of Intelligently Directed Segmentation Analysis For Aut	United States	8/2/2005	60/705,066			Cynthia Perez, Robert Ellis, Jose de la Torre-Bueno
10225/093P01	CV209	Expired	System For And Method Of Focusing For Automated Microscope Systems	United States	8/2/2005	60/705,065			Cynthia Perez
10225/127P01	TR1-P	Expired	Systems & Methods for Rapid & Precise Digitization of Medical Image Slide & Pro	United States	7/22/2003	60/488,769			
10225/129P01	TR1-P	Expired	Systems & Methods for Stitching Image Blocks to Create Seamless Magnified Im	United States	8/31/2004	60/605,835			
10225/129P02	TR1-P	Expired	System & Method for Creating Magnified Images of Microscope Slide	United States	9/15/2004	60/609,961			
10225/132P01	TR1-P	Expired	System & Method for Transporting Digital Slides	United States	1/18/2005	60/645,409			
10225/132P02	TR1-P	Expired	System & Method for Digital Slide Processing, Archiving, Feature Extraction & A	United States	1/27/2005	60/647,856			
10225/132P04	TR1-P	Expired	System & Method for Creating Variable Quality Images of a Microscope Slide	United States	2/7/2005	60/651,129			
10225/132P03	TR1-P	Expired	Electronic System & Method for Peer Review in Toxicity and Risk Assessment	United States	2/7/2005	60/651,098			
10225/132P05	TR1-P	Expired	Image Interface Apparatus, Method & System	United States	5/27/2005	60/685,159			

Schedule 1.02(a)(v)

Transferred Technology

Research Development:

Market research study conducted by Health Advances Research.

Source Code and related Documentation for the following ACIS products:

- ACIS I
- ACIS II
- ACIS III
- VIA (Virtual Image Analysis)
- VMS (Virtual Microscope System)
- Scoring add in for the above
- ACIS to Tiled TIFF Image Converter

Source Code and related Documentation for the following Trestle products:

- Med Micro
- DSM (Digital Slide Module)
- Xcellerator
- DSS (Digital Slide Server)
- MR (Med Reach)
- Trestle to Tiled TIFF Image Converter



TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Assignment") is entered into as of August 1, 2008, by Carl Zeiss MicroImaging AIS, Inc., ("Assignor"), a business entity organized and existing under the laws of the State of Delaware, and having its principal offices at 31 Columbia, Aliso Viejo, California 92656 for the benefit of Carl Zeiss MicroImaging GmbH, a business entity organized and existing under the laws of the Federal Republic of Germany (the "Assignee").

RECITALS

WHEREAS, Assignor and Assignee are parties to and have entered into that certain Asset Purchase Agreement dated as of August 1, 2008 (the "Asset Purchase Agreement").

WHEREAS, Assignor has agreed to sell and assign, and the Assignee has agreed to buy and acquire all of Assignor's rights, title and interests in and to the trademarks and trademark applications set forth in Exhibit A attached hereto (the "Assigned Trademarks").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor hereby assigns, transfers and conveys to the Assignee and its successors, assigns and other legal representatives, all rights, title and interests worldwide, including common law rights, in and to the Assigned Trademarks, together with the goodwill of the business symbolized by the Assigned Trademarks, and any applications or registrations therefor in the U.S. and throughout the world. This assignment includes the right to sue and recover damages for past and future infringements of Assignor's rights in the Assigned Trademarks and to bring any proceeding in the United States Patent and Trademark Office or equivalent agency in any other country for cancellation or opposition or other proceeding in connection with the Assigned Trademarks.

2. Assignor further agrees that, should additional or further documentation of the assignment be required for whatever reason, Assignor will, without further consideration, use reasonable commercial efforts to provide or execute such other information or documents as may be necessary upon the Assignee's request.

3. This Agreement shall be binding on and shall inure to the benefit of, the parties hereto and their respective successors and assigns. This Agreement will be governed by, and construed in accordance with, the internal laws of the State of New York applicable to contracts executed and performed entirely therein, without regard to the principles of choice of law or conflicts or law of any jurisdiction. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement will nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially

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adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto will negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment to be executed by its duly authorized representative as of the date first set forth above.

CARL ZEISS MICROIMAGING AIS, INC.

By: Philip J. Gottlieb
Name: Philip J. Gottlieb
Title: Vice President - Finance/Treasurer

Notary

On 9/25 2008, appeared Philip Gottlieb, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/ are subscribed to the within instrument and acknowledged to me that he/she/they **executed** the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature

Adrienne Rudolph

ADRIENNE RUDOLPH
Notary Public, State of New York
Registration #01RU8161403
Qualified in Westchester County
Commission Expires Feb. 26, 2011



EXHIBIT A
ASSIGNED TRADEMARKS

ACIS US 42 3/11/2004 761275,358 511312003 2,716,264 Registered
ACR US 9 311 112004 781382,448 Pending
CHROMAVISION US 10 412511997 751282,022 3/23/1999 2,235,101 Registered
CHROMAVISION US 42 611 51200 1 761272,496 91302003 2,769,787 Registered
European
CHROMAVISION Community 1,000,033 Registered
CHROMAVISION European
Design Community 1,000,041 Registered
European
CHROMAVISION Community 2474,3 10 Registered
CHROMAVISION
Design France 98761,485 Registered
CHROMAVISION France 98761484
CHROMAVISION Germany DE39900139 Registered
CHROMAVISION Germany DE39900 140 Registered



PATENT ASSIGNMENT

WHEREAS, Carl Zeiss MicroImaging AIS, Inc., ("Assignor"), a business entity organized and existing under the laws of the State of Delaware, and having its principal offices at 31 Columbia, Aliso Viejo, California 92656, was the registered owner and assignee of the patents and patent applications identified on Exhibit A (the "Assigned Patent Rights");

WHEREAS, Carl Zeiss MicroImaging GmbH ("Assignee"), a business entity organized and existing under the laws of the Federal Republic of Germany, is desirous of acquiring the entire right, title and interest in the Assigned Patent Rights;

NOW, THEREFORE, for and in consideration of One Dollar (\$1.00) and other good and valuable consideration to Assignor in hand paid by said Assignee, the receipt of which is hereby acknowledged,

Assignor has sold, assigned and transferred, and by these presents does hereby sell, assign and transfer unto the said Assignee, its successors and assigns, its entire right, title and interest in and to said Assigned Patent Rights, along with the right to recover for damages and profits for past infringements thereof, as well as any and all applications claiming priority to said Assigned Patent Rights, including all divisions, continuations, reissues or renewals thereof, and the Letters Patent, both foreign and domestic, that may or shall issue, therefrom including all reissues, reexaminations or extensions of such patents including all of its rights under the International Convention, and Assignor does hereby authorize and request the Commissioner of Patents to issue said Letters Patent to the above mentioned Assignee in accordance herewith.

Assignor authorizes said Assignee, its successors and assigns, or anyone it may properly designate, to apply for Letters Patent, in its own name if desired, in any and all foreign countries, and additionally to claim the filing date of United States application and/or otherwise take advantage of the provisions of the International Convention.

Upon said consideration Assignor does hereby covenant and agree with the said Assignee, its successors and assigns, that Assignor will not execute in writing or do any act whatsoever conflicting with these presents, and that Assignor or its executors or administrators will at any time upon request, without further or additional consideration, but at the expense of the said Assignee, its successors and assigns, use reasonable commercial efforts to execute such additional writings and do such additional acts as said Assignee, its successors and assigns, may deem necessary or desirable to perfect the Assignee's enjoyment of this grant, and to render all necessary assistance in making application for and obtaining original, divisional, reissued or extended Letters Patent of the United States or of any and all foreign countries on said invention, and in enforcing any rights occurring as a result of such applications or patents, 'by giving testimony in any proceedings or transactions involving such applications or patents.

[Signature Page Follows]

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IN WITNESS WHEREOF, Assignor has hereunto set its hand and affixed its seal as dated below.

CARL ZEISS MICROIMAGING AIS, INC.

By: *Philip J. Gottlieb*
Name: Philip J. Gottlieb
Title: Vice President - Finance/Treasurer

Notary

On 9/25 2008, appeared Philip Gottlieb, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/ are subscribed to the within instrument and acknowledged to me that he/she/they **executed** the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature *Adrienne Rudolph*

ADRIENNE RUDOLPH
Notary Public, State of New York
Registration #01RU6161403
Qualified in Westchester County
Commission Expires Feb. 26, 2011