

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Stock Purchase Agreement

CONVEYING PARTY DATA

Name	Execution Date
UNIVERSAL IMAGING CORPORATION	06/01/2002

RECEIVING PARTY DATA

Name:	MOLECULAR DEVICES CORPORATION, a Delaware Corporation
Street Address:	1311 ORLEANS DRIVE
City:	SUNNYVALE
State/Country:	CALIFORNIA
Postal Code:	94089-1136

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	10825135

CORRESPONDENCE DATA

Fax Number: (905)761-3485
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Email: ray.jong@sciex.com
 Correspondent Name: Raymond Jong
 Address Line 1: 71 Four Valley Drive
 Address Line 2: Legal
 Address Line 4: Concord, CANADA L4K 4V8

NAME OF SUBMITTER:	Raymond Jong
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Total Attachments: 24
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STOCK PURCHASE AGREEMENT

THIS STOCK PURCHASE AGREEMENT ("Agreement") is made and entered into as of June 1, 2002 by and among: MOLECULAR DEVICES CORPORATION, a Delaware corporation ("Purchaser"); UNIVERSAL IMAGING CORPORATION, a Pennsylvania corporation (the "Company"); THEODORE D. INOUE, as Shareholders' Agent; and the parties identified on Exhibit A ("Selling Shareholders"). Certain capitalized terms used in this Agreement are defined in Exhibit B.

RECITALS

A. The Selling Shareholders own 9,422 shares of Company Common Stock, which constitute all of the outstanding capital stock of the Company as of the date hereof.

B. The Selling Shareholders wish to sell the shares of Company Common Stock to the Purchaser on the terms set forth in this Agreement.

AGREEMENT

The parties to this Agreement, intending to be legally bound, agree as follows:

Section 1. SALE AND PURCHASE OF SHARES; RELATED TRANSACTIONS

1.1 Additional Parties. At any time before the Closing or termination of this Agreement, the Purchaser will amend this Agreement, including, without limitation, Exhibit A, without the consent of the Company or the Selling Shareholders, to include as parties any shareholders of the Company not included on Exhibit A on the date of this Agreement who deliver an executed signature page to this Agreement. Such additional shareholders shall be deemed to be "Selling Shareholders" for all purposes of this Agreement, including, without limitation, Exhibit A, and any shares of common stock of the Company owned by such shareholders shall be deemed to be "Shares."

1.2 Sale and Purchase of Shares. At the Closing, the Selling Shareholders shall sell, assign, transfer and deliver all of the outstanding shares of Company Common Stock (the "Shares") to the Purchaser, and the Purchaser shall purchase the Shares from the Selling Shareholders, on the terms and subject to the conditions set forth in this Agreement.

1.3 Purchase Price. The aggregate purchase price payable by the Purchaser for the Shares (the "Purchase Price") shall be [REDACTED] minus the sum of (a) the amount by which the aggregate amount of all indebtedness of the Company for borrowed money (excluding capital leases and trade payables incurred in the ordinary course of business) and for liabilities to shareholders of the Company exceeds [REDACTED] as of the Closing Date and (b) the aggregate amount of all Accrued Employee Bonuses to be paid by the Purchaser or the Company pursuant to Section 7.6 immediately following or simultaneously with the Closing.

1.4 Payment of Purchase Price. The Purchase Price shall be paid as follows:

(a) Subject to Section 1.4(d), the aggregate amount equal to (i) the Purchase Price *minus* (ii) the sum of (x) the General Escrow Amount (as defined below) and (y) the Tax Escrow Amount (as defined below) shall be paid at the Closing by Purchaser to the Shareholders' Agent by wire transfer of immediately available funds in accordance with the instructions of the Shareholders' Agent, to be distributed by the Shareholders' Agent to the Selling Shareholders as set forth on Exhibit A. Neither Purchaser nor the Company shall have any liability to any Selling

2.7 Receivables; Customers. All existing accounts receivable of the Company (including those accounts receivable reflected on the Unaudited Interim Balance Sheet that have not yet been collected and those accounts receivable that have arisen since April 30, 2002 and have not yet been collected) represent valid obligations of customers of the Company arising from bona fide transactions entered into in the ordinary course of business. Between April 30, 2002 and the date of this Agreement, the Company has not written off as uncollectible, or established any extraordinary reserve with respect to, any account receivable or other indebtedness in excess of \$5,000. Part 2.7(i) of the Company Disclosure Schedule contains an accurate and complete list as of the date of this Agreement of all loans and advances to any employee, director, consultant or independent contractor, other than routine travel advances and other expenses made to employees in the ordinary course of business. Part 2.7(ii) of the Company Disclosure Schedule accurately identifies the revenues received from the top 20 customers of the Company in terms of gross revenue generated in fiscal year 2000, fiscal year 2001 and the four month period ended April 30, 2002. The Company has not received any notice or other communication (in writing or otherwise), or any other information, indicating that: (a) any customer identified on Part 2.7(ii) will or intends to cease dealing with the Company or (b) any customer identified on Part 2.7(ii) is dissatisfied in any material respect with the operation of any product, system or program currently maintained, sold or licensed by the Company or with any services performed by the Company since April 30, 2002.

2.8 Property; Leasehold. All material items of equipment and other tangible assets owned by, used by or leased to the Company are adequate for the uses to which they are being put, are in good and safe condition and repair (ordinary wear and tear excepted) and are adequate for the conduct of the business of the Company in the manner in which such business is currently being conducted and as it is proposed to be conducted. The Company does not own any real property or any interest in real property, except for the leaseholds created under the real property leases identified in Part 2.8 of the Company Disclosure Schedule.

2.9 Intellectual Property.

(a) Part 2.9(a)(i) of the Company Disclosure Schedule sets forth, with respect to each Proprietary Asset owned by the Company and registered by the Company with any Governmental Body or for which a registration application has been filed by the Company with any Governmental Body, (i) a brief description of such Proprietary Asset and (ii) the names of the jurisdictions covered by the applicable registration or application. Part 2.9(a)(ii) of the Company Disclosure Schedule identifies and provides a brief description of all other Proprietary Assets owned by the Company that are material to the business of the Company. Part 2.9(a)(iii) of the Company Disclosure Schedule identifies any Company Contract containing any ongoing royalty or payment obligations with respect to each Proprietary Asset that is licensed or otherwise made available to the Company by any Person and is material to the business of the Company (except for any Proprietary Asset that is licensed to the Company under any third party software license generally available to the public), and identifies the Contract under which such Proprietary Asset is being licensed or otherwise made available to the Company. Except with regard to any Proprietary Asset with respect to which a registration or registration application has been the subject of a notice of abandonment (as set forth in Part 2.9(a)(i) of the Company Disclosure Schedule) or otherwise as set forth in Part 2.9 of the Company Disclosure Schedule, the Company has good, valid and marketable title to all of the Company Proprietary Assets identified in Parts 2.9(a)(i) and 2.9(a)(ii) of the Company Disclosure Schedule, free and clear of all Encumbrances, except for any lien for current taxes not yet due and payable. The Company has a valid right to use, license and otherwise exploit all Proprietary Assets identified in Part 2.9(a)(iii) of the Company Disclosure Schedule. Except as set forth in Part 2.9(a)(v) of the Company Disclosure Schedule, the Company has not developed jointly with any other Person any Company Proprietary Asset with respect to which such other Person has any rights. Except as set

forth in Part 2.9(a)(iv) of the Company Disclosure Schedule, there is no Company Contract (with the exception of end user license agreements in the form previously delivered by the Company to the Purchaser) pursuant to which any Person has any right (whether or not currently exercisable) to use, license or otherwise exploit any Proprietary Asset.

(b) The Company has taken necessary measures and precautions to protect and maintain the confidentiality, secrecy and value of all Company Proprietary Assets. Without limiting the generality of the foregoing, (i) all current and former employees of the Company have executed and delivered to the Company an agreement that is substantially identical to the form of Employee Non-Disclosure and Proprietary Rights Agreement previously delivered by the Company to the Purchaser and (ii) all current and former consultants and independent contractors to the Company have executed and delivered to the Company an agreement that is substantially identical to the form of Consultant Non-Disclosure and Proprietary Rights Agreement previously delivered to the Purchaser. No current or former employee, officer, director, shareholder, consultant or independent contractor has any right, claim or interest in or with respect to any Company Proprietary Asset.

(c) Except as disclosed on Part 2.9(c) of the Company Disclosure Schedule: (i) All patents, trademarks, service marks and copyrights held by the Company are valid, enforceable and subsisting; (ii) none of the Company Proprietary Assets owned by the Company (either by itself or with any other Person) and, to the Knowledge of the Company, no other Company Proprietary Asset otherwise held by the Company, infringes or misappropriates any Proprietary Asset owned by any other Person; (iii) none of the products that are or have been designed, created, substantially developed, assembled, manufactured or sold by the Company (except for products developed by others and sold or consigned to the Company for resale to the Company's customers), as designed, created, substantially developed, assembled, manufactured or sold by the Company, is infringing, misappropriating or making any unlawful or unauthorized use of any Proprietary Asset owned by any other Person, and none of such products has at any time infringed, misappropriated or made any unlawful or unauthorized use of, and none of the employees of the Company has received any notice or other communication in writing, and none of the officers or directors of the Company has received any notice or other communication in writing or otherwise, of any actual, alleged, possible or potential infringement, misappropriation or unlawful or unauthorized use of, any Proprietary Asset owned by any other Person; and (iv) to the Knowledge of the Company, no other Person is infringing, misappropriating or making any unlawful or unauthorized use of, and no Proprietary Asset owned by any other Person infringes or conflicts with any Company Proprietary Asset.

(d) The Company Proprietary Assets constitute all the Proprietary Assets necessary to enable the Company to conduct its business in the manner in which such business is being conducted and is presently proposed to be conducted by the Company. The Company has not: (i) licensed any of the Company's Proprietary Assets to any Person on an exclusive basis, or (ii) entered into any covenant not to compete or Contract limiting its ability to exploit fully any Company's Proprietary Assets or to transact business in any market or geographical area or with any Person (except for any Proprietary Asset that is licensed to the Company under any third party software license generally available to the public and except for limitations included in any Contract identified in Part 2.10 of the Company Disclosure Schedule).

(e) Except as set forth in Part 2.9(e) of the Company Disclosure Schedule, the Company has not disclosed or delivered to any Person (other than to an employee or other Person who has executed a Non-Disclosure and Proprietary Rights Agreement), or permitted the disclosure or delivery to any escrow agent or other Person, of any Company Source Code relating to any Company Proprietary Asset owned by the Company. No event has occurred, and no circumstance

or condition exists, that (with or without notice or lapse of time) will, or could reasonably be expected to, result in the disclosure or delivery to any Person (other than to an employee or other Person who has executed a Non-Disclosure and Proprietary Rights Agreement) of any Company Source Code. There is no contract pursuant to which the Company has deposited or is required to deposit with an escrowholder or any other Person any Company Source Code. Neither the execution of this Agreement nor the consummation of any of the transactions contemplated hereby will cause or result in the release or disclosure of any Company Source Code relating to any Company Proprietary Asset.

(f) Except with respect to demonstration or trial copies, no product, system, program or module (i) designed or developed by the Company for sale or licensing to other Persons or (ii) sold, licensed or otherwise made available by the Company to any Person (except for products developed by others and sold or consigned to the Company for resale to the Company's customers) contains any "back door," "time bomb," "Trojan horse," "worm," "drop dead device," "virus" or other software routines or hardware components designed to permit unauthorized access or to disable or erase software, hardware or data without the consent of the user.

2.10 Contracts.

(a) Part 2.10 of the Company Disclosure Schedule identifies each Company Contract that constitutes a "Material Contract" as of the date of this Agreement. For purposes of this Agreement, each of the following Contracts (to the extent that the Company has (or may have) any Liability thereunder or with respect thereto after the date of this Agreement) shall be deemed to constitute a "Material Contract":

(i) any Contract relating to the employment of, or the performance of services by, any employee or consultant (other than any offer letter provided to any employee of the Company which provides for "at will" employment and other than employee or consultant Contracts involving less than \$5,000 in annual payments that can be terminated by the Company (without penalty) upon delivery of 60 days or less notice); any Contract pursuant to which the Company is or may become obligated to make any severance, termination or similar payment to any current or former employee or director; and any Contract pursuant to which the Company is or may become obligated to make any bonus or similar payment (other than payments with respect of salary) in excess of \$25,000 to any current or former employee or director;

(ii) any Contract, with the exception of standard purchase orders which contain warranties with a term of less than 12 months, (A) with any customer of the Company; or (B) with respect to the distribution or marketing of any product of the Company;

(iii) each Company Contract creating or involving any agency relationship, distribution arrangement or franchise relationship;

(iv) each Company Contract creating or relating to any partnership or joint venture or any sharing of revenues, profits, losses, costs or Liabilities;

(v) each Company Contract granting rights to manufacture, produce, assemble, license, market, or sell the Company's products or services for or to any other person or otherwise affecting the Company's exclusive right to develop, manufacture, assemble, distribute, market or sell its products or services (to the extent such right is exclusive);

(vi) any Contract pursuant to which any third party licenses to the Company (or otherwise permits the Company to use) any intellectual property that is incorporated as a component of any product of any of the Company or is otherwise material to the business of any of

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first above written.

MOLECULAR DEVICES CORPORATION

By: Joseph A. Keegan
Name:
Title:

UNIVERSAL IMAGING CORPORATION

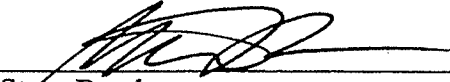
By: Theodore D. Inoue
Name: Theodore D. Inoue
Title: President

THEODORE D. INOUE,
AS SHAREHOLDERS' AGENT:

By: Theodore D. Inoue

{Signatures Continue on Next Page}

SELLING SHAREHOLDERS:



Steve Boyd

David Cohen

Daniel M. Green

Marci Haabestad

Shinya Inoue

Sylvia M. Inoue

Theodore D. Inoue

Jerry Rubinow

Jeffrey A. Stuckey

{Signature Page to Stock Purchase Agreement}

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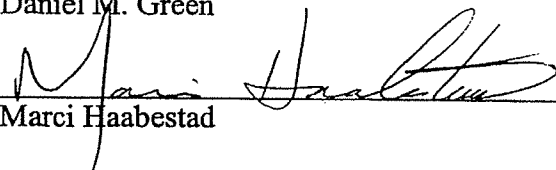
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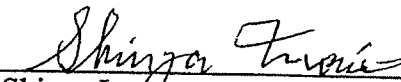
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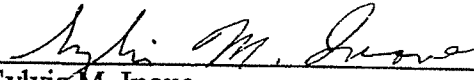
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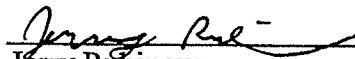
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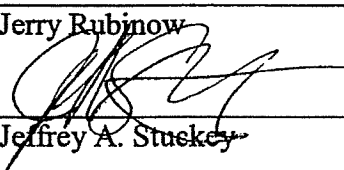
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Jerry Rubinow



Jeffrey A. Stuekey

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PART 2.9: INTELLECTUAL PROPERTY

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Part 2.9(a): Registered Proprietary Assets

(i) Identify and describe each Proprietary Asset owned by Company and registered with a governmental body and the jurisdictions covered by the applicable registration or application

(1) U.S. Pending Patent Applications

UNITED STATES PENDING PATENT APPLICATIONS	APPLICATION NO.
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a.) System And Method For Acquiring Images At Maximum Acquisition Rate While Asynchronously Sequencing Microscope Devices	09/638,548
b.) Rapidly Changing Dichroic Beamsplitter	09/988,880
c.) Rapidly Changing Dichroic Beamsplitter In Epifluorescent Microscopes	09/988,889

(2) International and Foreign Pending Patent Applications

INTERNATIONAL AND FOREIGN PENDING PATENT APPLICATIONS	JURISDICTION/ APPLICATION NO.
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a.) Rapidly Changing Dichroic Beamsplitter	Patent Cooperation Treaty PCT/US01/42,957
b.) System And Method For Acquiring Images At Maximum Acquisition Rate While Asynchronously Sequencing Microscope Devices	European Patent Office 00/957,423.7
c.) System And Method For Acquiring Images At Maximum Acquisition Rate While Asynchronously Sequencing Microscope Device	Japan 2001-517803

U.S. Registered Trademarks

UNITED STATES REGISTERED TRADEMARKS	REGISTRATION NUMBER
a.) METAMORPH	2,531,187
b.) MetaGFP	2,172,959
c.) MetaFluor	2,172,960
d.) M and design (butterfly design)	2,478,077
e.) META IMAGING SERIES	2,531,612

(3) U.S. Pending Trademark Applications

UNITED STATES PENDING TRADEMARK APPLICATIONS	APPLICATION NUMBER
a.) UNIVERSAL IMAGING	76/086,252
b.) UNIVERSAL IMAGING CORPORATION and design	76/086,451
c.) UNIVERSAL-IMAGING.COM	76/086,251
d.) MMMM design	76/119,437 (published 4/16/02)
e.) METAVUE	78/033,690 (final refusal mailed 11/16/01)
f.) UNIVERSAL-IMAGING.COM	76/086,250
g.) Meta View & Design	78/033,784 (notice of abandonment sent 12/10/01)

(4) U.S. Registered Copyrights

UNITED STATES REGISTERED COPYRIGHTS	REGISTRATION NUMBER	COMMENTS
a.) Image-1, Version 2.0	TXU 163-941	
b.) General Purpose Image Processing System	TXU 330-615	
c.) Tooth Shade Matching Software	TXU 838-765	Not a Company Proprietary Asset. Company is named

d.) Tooth Shade Matching Software, TXU 913-724
win32 Release

in registration with
DonTech, LLC
[sic] but pursuant to
Product
Development
Agreement between
Company and
DenTech, LLC.
Company has no
proprietary interest
in the Intellectual
Property related
thereto.
Not a Company
Proprietary Asset.
Company is named
in registration with
DenTech, LLC but
pursuant to Product
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Agreement between
Company and
DenTech, LLC.
Company has no
proprietary interest
in the Intellectual
Property related
thereto.

(5) U.S. Pending Copyright Applications

UNITED STATES PENDING COPYRIGHT APPLICATIONS	APPLICATION EXECUTION DATE
a.) MetaVue Image Processing Software Version 4.6	3/29/2002
b.) MetaMorph Image Processing Software Version 4.6	3/29/2002
c.) MetaCam Image Processing Software Version 4.6	3/29/2002
d.) MetaFluor Image Processing Software Version 4.6	3/29/2002
e.) MetaMorph Imaging System Version 3.0	5/3/2002
f.) MetaFluor Imaging System Version 3.0	5/3/2002

(ii) Identify and describe all other Proprietary Assets owned by the Company that are material

- (1) Source code for MetaMorph, MetaFluor, MetaFluor Analyst, MetaVue, Discovery-1, Image Analyst and MetaCam
- (2) Database of Company customer information
- (3) Registered Domain Names (please note, not every domain name listed is material to the business)
 - (a) 6dimaging.com
 - (b) calciumimaging.com
 - (c) ccdmicroscopy.com
 - (d) cellcounting.com
 - (e) colocalization.com
 - (f) discovery-1.com
 - (g) discovery-1.info
 - (h) discovery-2.com

- (i) discovery-2.info
- (j) gfpimaging.com
- (k) highcontentscreening.com
- (l) highcontentscreening.net
- (m) highcontentscreening.org
- (n) image1.com
- (o) ionimaging.com
- (p) livedeadassays.com
- (q) metafluor.com
- (r) metafluor.net
- (s) metafluor.org
- (t) metaimagingsystems.com
- (u) metamorph.com
- (v) morphometry.com
- (w) ratioimaging.com
- (x) timelapseimaging.com
- (y) ui.net
- (z) universal-imaging.com
- (aa) universal-imaging.info
- (bb) universalimaging.net
- (cc) universal-imaging.net
- (dd) universalimaging.org
- (ee) universal-imaging.org
- (ff) universalimaging.cc
- (gg) universalimaging.tv

- (hh) universalimaging.ws
 - (ii) universalimagingcorp.com
 - (jj) universalimagingcorp.net
 - (kk) universalimagingcorp.org
 - (4) Integrated research and development plan covering research and development for all Company products
 - (5) Internal technical bulletins for Company products
 - (6) METACAM Trademark
 - (7) "New Software," under Collaborative Research Agreement between Centre National de Recherche Scientifique, Institut Curie, and the Company, effective January 31, 2001
 - (8) "Collaborative Technologies That Are Components of the Products," under the OEM Agreement between the Company and Sutter Instrument Company, effective May 24, 2000
- (iii) Contracts that require ongoing royalty or payment obligations with respect to each Proprietary Asset that is licensed or otherwise made available to the Company by any Person and is material to the business of the Company (except for any Proprietary Asset that is licensed to the Company under any third party software license generally available to the public)
- (1) Exploitation Agreement between Centre National de Recherche Scientifique, Institut Curie, and the Company, effective February 2, 2001
 - (2) OEM Contract between the Company and AutoQuant Imaging, Inc., fully executed as of May 1, 2001, pursuant to which AutoDeblur Software is licensed from AutoQuant Imaging, Inc
- (iv) List any contract (with the exception of end user license agreements in the form previously delivered by the Company to the Purchaser) pursuant to which any Person has any right (whether or not currently exercisable) to use, license or otherwise exploit any Company Proprietary Asset.
- (1) See Part 2.10
 - (2) As permitted by statute or regulation
- (v) Jointly developed Company Proprietary Assets
- (1) "New Software," under Collaborative Research Agreement between Centre National de Recherche Scientifique, Institut Curie, and the Company, effective January 31, 2001

- (2) "Collaborative Technologies That Are Components of the Products," under the OEM Agreement between the Company and Sutter Instrument Company, effective May 24, 2000

Part 2.9(c): Patent Infringement

(i) List any products that are or have been designed, created, substantially developed, assembled, manufactured or sold by the Company (except products developed by others and sold to the Company for resale to the Company's customers) that infringe, misappropriate or otherwise unlawfully use any Proprietary Asset of another.

- (1) The Company has been advised that an image-based screening system product marketed on behalf of the Company could, depending on its marketing or use, infringe a patent or patents of Cellomics, Inc.

(ii) Persons infringing, misappropriating or making any unlawful or unauthorized use of any Company Proprietary Asset; Proprietary Asset owned by any other Person infringing or conflicting with any Company Proprietary Asset.

- (1) The Company has taken one or more actions with regard to interference proceedings with respect to the Dromaretsky patent of Axon Instruments, which patent appears to have claims that conflict with one or more of the Company's pending patent applications.
- (2) Certain third-party U.S. patents have been reported to the Company with respect to the international patent application for Rapidly Changing Dichroic Beamsplitter (PCT/US01/42,957) that may impact the Company's rights in or to certain Company Proprietary Assets.

Part 2.9(e): Company Source Code

(i) Disclosure or delivery to any escrow agent or any other person of any Company Source Code

- (1) The Company has provided to the U.S. Copyright Office in connection with the pending U.S. copyright registration applications identified in Part 2.9(a)(i) of the Company Disclosure Schedule the source code of the programs that are the subject of such copyright registration applications.
- (2) Pursuant to that certain OEM Agreement by and between Universal Imaging Corporation and Sensor Products, Incorporated, dated as of May 7, 1997, the Company may be required to disclose its source code to Sensor Products, Incorporated if the Company "should decide to or be forced to discontinue distribution" of the products covered by the agreement.

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