PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
U.S. GENOMICS, INC.	03/24/2010

RECEIVING PARTY DATA

Name:	LIFE TECHNOLOGIES CORPORATION		
Street Address:	5791 Van Allen Way		
City:	Carlsbad		
State/Country:	CALIFORNIA		
Postal Code:	92008		

PROPERTY NUMBERS Total: 3

Property Type	Number
Patent Number:	6210896
Patent Number:	6355420
Patent Number:	6403311

CORRESPONDENCE DATA

Fax Number: (760)476-6048

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 760 603 7200

Email: docketing@cpaglobal.com

Correspondent Name: LIFE TECHNOLOGIES CORPORATION

Address Line 1: c/o Intellevate Corporation

Address Line 2: P.O. Box 52050

Address Line 4: Minneapolis, MINNESOTA 55402

NAME OF SUBMITTER: Nishita Doshi

Total Attachments: 7

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RECORDATION FORM COVER SHEET PATENTS ONLY				
To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.				
1. Name of conveying party(ies)	2. Name and address of receiving party(ies)			
	Name: LIFE TECHNOLOGIES CORPORATION			
U.S. GENOMICS, INC.	Internal Address:			
Additional name(s) of conveying party(ies) attached? Yes X No. 3. Nature of conveyance/Execution Date(s):	Street Address: 5791 Van Allen Way			
Execution Date(s) March 24, 2010				
X Assignment Merger				
Security Agreement Change of Name	City: Carlsbad			
Joint Research Agreement	State: California			
Government Interest Assignment	Country: USA Zip: 92008			
Executive Order 9424, Confirmatory License	Country: USA Zip: 92008			
Other	Additional name(s) & address(es) attached? Yes X No			
4. Application or patent number(s): A. Patent Application No.(s)	document is being filed together with a new application. B. Patent No.(s) 6,210,896 issued April 3, 2001 6,355,420 issued March 12, 2002 6,403,311 issued June 11, 2001			
Additional numbers at	I tached? Yes XNo			
5. Name and address to whom correspondence	6. Total number of applications and patents			
concerning document should be mailed:	involved: 3			
Name: LIFE TECHNOLOGIES CORPORATION	7. Total fee (37 CFR 1.21(h) & 3.41) \$_120.00			
Internal Address: c/o Intellevate Corporation				
	Authorized to be charged to deposit account			
Street Address: P.O. Box 52050	Enclosed			
	None required (government interest not affecting title)			
City: Minneapolis	8. Payment Information			
State: Minnesota Zip: 55402				
Phone Number: 760-603-7200	Daniel Account Number and account			
Fax Number: 760-476-6048	Deposit Account Number 50-3994			
Email Address: docketing@cpaglobal.com	Authorized User Name shelley swedo			
9. Signature: /Nishita Doshi/	April 12, 2010			
Signature	Date			
Nishita DOSHI, Reg. No.: 61,573 Name of Person Signing	Total number of pages including cover sheet, attachments, and documents:			

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

EXHIBIT B ASSIGNMENT OF PATENTS

This ASSIGNMENT OF PATENTS (this "Assignment of Patents") is executed and delivered as of March 24, 2010, by U.S. Genomics, Inc., a Delaware corporation ("USG" or "Assignor"), in favor of Life Technologies Corporation, a Delaware corporation ("Assignee"), pursuant to that certain Patent Purchase and License Back Agreement dated as of March 24, 2010 (the "Purchase Agreement"), between Assignor and Assignee. Capitalized terms not otherwise defined herein shall have the respective meanings set forth in the Purchase Agreement.

WHEREAS, Assignor is the owner of the patents and/or patent applications listed on Schedule 1 which is attached hereto and incorporated by this reference (collectively, the "Patents"); and

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to transfer, and Assignee has agreed to accept, all of the Purchased Patents; and

WHEREAS, the purpose of this document is to confirm, complete and memorialize such transfer of the Patents from Assignor to Assignee;

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged:

Assignor hereby sells, assigns, transfers and sets over unto Assignee, its successors, legal representatives and assigns, Assignor's entire right, title, and interest in, to, and under the Patents and all applications claiming priority thereto and divisions, renewals, continuations and continuations-in-part thereof, and all reissues and extensions thereof; and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, and designs which have been and may hereafter be filed for said Patents in any country or countries foreign to the United States, including but not limited to those foreign patents and applications specifically described in Schedule 1, together with the right to file such applications and the right to claim for the same the priority rights derived from said United States application under the laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all forms of industrial property protection, including, without limitation, patents, utility models, inventors' certificates, and designs which may be granted for said invention in any country or countries foreign to the United States and all extensions, renewals and reissues thereof.

Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any official of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to Assignee, its successors, legal representatives, and assigns, in accordance with the terms of this instrument.

Assignor, at Assignee's expense, agrees to execute and deliver at the request of the Assignee, all papers, instruments, and assignments, and to perform any other reasonable acts the

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CONFIDENTIAL **EXECUTION COPY**

Assignee may require in order to vest all Assignor's rights, title, and interest in and to the Patents in the Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by the Assignee, to the extent such evidence is in the possession or control of Assignor.

Nothing contained in this Assignment of Patents shall expand, reduce, modify, or waive any rights or obligations of the Parties under the Purchase Agreement. In the event that any of the provisions of this Assignment of Patents are determined to conflict with the terms of the Purchase Agreement, the terms of the Purchase Agreement shall control.

[Signatures are on the following page]

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IN WITNESS WHEREOF, the Assignor and Assignee have caused this Assignment of Patents to be executed on the dates set forth below, to be effective as of the date first written above.

ASSIGNOR:

U.S. GENOMICS, INC.

Name/ Take

Date:

ASSIGNEE:

LIFE TECHNOLOGIES CORPORATION

Name: Paul Grossman

Title: Senior Vice-President, Corporate

Strategy and Development

Date: $\frac{3/24/10}{}$

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CONFIDENTIAL	EXECUTION COPY
COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF MIDDLESEX) ss.)
On this [] day of March, 2010, before me Commonwealth of Massachusetts, personally apper proved to me on the basis of satisfactory evidence) instrument, on oath stated that he was authorized to as the Chief Executive Officer of U.S. GENOMIC deed of said company for the uses and purposes me IN WITNESS WHEREOF, I have hereuntofirst above written.	ared John Canepa, personally known to me (or to be the person who executed this execute the instrument, and acknowledged it, S, INC., to be the free and voluntary act and
NOTARY PUBLIC in and f	or the Commonwealth of Massachusetts,
residing at	
My appointment expires	
Print Name	
COMMONWEALTH OF MASSACHUSETTS)

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COUNTY OF MIDDLESEX

PATENT REEL: 024218 FRAME: 0486

SCHEDULE 1 to the ASSIGNMENT OF PATENTS

Title	Country	Grant/App. Number	Grant/App. Date	Status
Molecular motors	U.S.	6,210,896	April 3, 2001	Issued
Methods and products for analyzing polymers	U.S.	6,355,420	March 12, 2002	Issued
Methods of analyzing polymers using ordered label strategies	U.S.	6,403,311	June 11, 2001	Issued

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CERTIFICATE OF ACKNOWLEDGMENT

On this day of April 20 10, before me, the undersigned notary public,
personally appeared John J. Canepa, proved to me through satisfactory
evidence of identification, which were a Massachusetts Driver's License, to be the person
whose name is signed on the preceding or attached document and acknowledged to me that
he/she signed it voluntarily for its stated purpose.

Studey L. Chunnis, Notary Public

My Commission Expires July 16, 2010

PATENT REEL: 024218 FRAME: 0488

RECORDED: 04/12/2010