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UNITED STATES OF AMERICA
BEFORE FEDERAL TRADE COMMISSION

COMMISSIONERS: **Jon Leibowitz, Chairman**
Pamela Jones Harbour
William E. Kovacic
J. Thomas Rosch

In the Matter of	)	
DANAHER CORPORATION,	)	**Docket No. C-4283**
a corporation;	)	
and	)	
MDS INC.,	)	
a corporation.	)	

DECISION AND ORDER
[Public Record Version]

The Federal Trade Commission ("Commission"), having initiated an investigation of the proposed acquisition by Respondent Danaher Corporation ("Danaher") of certain assets and voting securities of Respondent MDS Inc. ("MDS"), and Respondents having been furnished thereafter with a copy of a draft of Complaint that the Bureau of Competition proposed to present to the Commission for its consideration and that, if issued by the Commission, would charge Respondents with violations of Section 7 of the Clayton Act, as amended, 15 U.S.C. § 18, and Section 5 of the Federal Trade Commission Act, as amended, 15 U.S.C. § 45; and

Respondents, their attorneys, and counsel for the Commission having thereafter executed an Agreement Containing Consent Orders ("Consent Agreement"), containing an admission by Respondents of all the jurisdictional facts set forth in the aforesaid draft of Complaint, a statement that the signing of said Consent Agreement is for settlement purposes only and does not constitute an admission by Respondents that the law has been violated as alleged in such Complaint, or that the facts as alleged in such Complaint, other than jurisdictional facts, are true, and waivers and other provisions as required by the Commission's Rules; and

The Commission having thereafter considered the matter and having determined that it had reason to believe that Respondents have violated the said Acts, and that a Complaint should issue stating its charges in that respect, and having thereupon issued its Complaint and an Order

to Maintain Assets, and having accepted the executed Consent Agreement and placed such Consent Agreement on the public record for a period of thirty (30) days for the receipt and consideration of public comments, and having duly considered the comment received from an interested party, now in further conformity with the procedure described in Commission Rule 2.34, 16 C.F.R. § 2.34, the Commission hereby makes the following jurisdictional findings and issues the following Decision and Order ("Order"):

1. Respondent Danaher is a corporation organized, existing and doing business under and by virtue of the laws of the State of Delaware, with its headquarters address at 2099 Pennsylvania Avenue, N.W., 12th Floor, Washington, DC 20006.

2. Respondent MDS Inc. is a corporation organized, existing and doing business under and by virtue of the laws of Canada, with its headquarters address at 2810 Matheson Blvd., Suite 500, Mississauga, Ontario L4W4V9, Canada, and the offices of its United States subsidiary, MDS Analytical Technologies (US) Inc. at 1311 Orleans Drive, Sunnyvale, CA 94089-1136.

3. The Commission has jurisdiction of the subject matter of this proceeding and of Respondents, and the proceeding is in the public interest.

ORDER

I.

IT IS ORDERED that, as used in the Order, the following definitions shall apply:

A. "Danaher" means Danaher Corporation, its directors, officers, employees, agents, representatives, successors, and assigns; and its joint ventures, subsidiaries, divisions, groups and affiliates in each case controlled by Danaher and the respective directors, officers, employees, agents, representatives, successors, and assigns of each.

B. "MDS" means MDS Inc., its directors, officers, employees, agents, representatives, successors, and assigns; and its joint ventures, subsidiaries, divisions, groups and affiliates in each case controlled by MDS, and the respective directors, officers, employees, agents, representatives, successors, and assigns of each.

C. "Respondents" means Danaher and MDS, individually and collectively.

D. "Commission" means the Federal Trade Commission.

E. "Acquirer" means the following:

1. an Entity specified by name in this Order to acquire particular assets or rights that Respondents are required to assign, grant, license, divest, transfer, deliver, or otherwise convey pursuant to this Order and that has been approved by the Commission to

accomplish the requirements of this Order in connection with the Commission's determination to make this Order final; or

2. an Entity approved by the Commission to acquire particular assets or rights that Respondents are required to assign, grant, license, divest, transfer, deliver, or otherwise convey pursuant to this Order.

F. "Acquisition" means the acquisition contemplated by the Stock and Asset Purchase Agreement by and among MDS Inc., MDS Life Sciences (Singapore) Pte. Ltd., the Other Asset Sellers, MDS (US) Inc., the Other Stock Sellers, and Laboratories MDS Quebec Ltée, and DH Technologies Development Pte Ltd., and Danaher Corporation, dated as of September 2, 2009 ("Stock and Asset Purchase Agreement").

G. "Agency(ies)" means any government regulatory authority or authorities in the world responsible for granting approval(s), clearance(s), qualification(s), license(s), or permit(s) for any aspect of the Research and Development, manufacture, marketing, distribution, or sale of Laser Microdissection Products.

H. "Arcturus Life Sciences Business" means Respondent MDS's business of Research and Development, marketing, promotion, and sale of Laser Microdissection Products acquired from Arcturus Bioscience, Inc. pursuant to the Asset Purchase Agreement by and between Arcturus Bioscience, Inc. and Molecular Devices Corporation dated as of April 3, 2006, as that business has been Researched and Developed and/or improved by Respondent MDS. The term "Arcturus Life Sciences Business" shall include all improvements to Laser Microdissection Products and any product directly related to the foregoing that is in Research and Development prior to or as of the Closing Date.

I. "Arcturus Life Sciences Business Assets" means all of Respondent MDS's rights, title and interest in and to all assets throughout the World used in, and/or developed for use in, the Arcturus Life Sciences Business to the extent legally transferable, including, without limitation, the Research and Development, manufacture, distribution, marketing, and sale of Laser Microdissection Products, including, without limitation:

1. all Product Intellectual Property;

2. all Freedom to Operate Searches;

3. all Product Approvals;

4. all Manufacturing Technology;

5. all Marketing Materials;

6. all Website(s) including, without limitation, those Domain Names and accounts listed in Appendix B to this Order entitled "Arcturus Life Sciences Business Trademarks, Trade Names, Product Names, Domain Names, Accounts;"

7. all Research and Development Records;

8. at the Acquirer's option, all Product Assumed Contracts (copies to be provided to the Acquirer on or before the Closing Date);

9. a list of all customers and targeted customers for the Arcturus Life Sciences Business and the net sales (in units and dollars) of the Laser Microdissection Products, and other products (including reagents) to such customers on either an annual, quarterly, or monthly basis;

10. at the Acquirer's option and to the extent approved by the Commission in the relevant Remedial Agreement, all inventory in existence as of the Closing Date, including, but not limited to, raw materials, supplies, operating materials, packaging materials, work-in-process, finished goods and merchandise, and other items of inventory used in, or produced or acquired for use in, the Arcturus Life Sciences Business;

11. copies of all unfilled customer purchase orders for the Laser Microdissection Products as of the Closing Date, to be provided to the Acquirer not later than two (2) days after the Closing Date;

12. at the Acquirer's option, subject to any rights of the customer, all unfilled customer purchase orders for the Laser Microdissection Products;

13. at the Acquirer's option, the Laser Microdissection Production Assets; and

14. all of the Respondents' books and records, customer files, customer lists and records, vendor files, vendor lists and records, cost files and records, credit information, distribution records, business records and plans, studies, surveys, and files related to the foregoing or to the Laser Microdissection Products;

provided however, that in cases in which documents or other materials included in the relevant assets to be divested contain information: (1) that relates both to the Laser Microdissection Products and to other products or businesses of the Respondents and cannot be segregated in a manner that preserves the usefulness of the information as it relates to the Laser Microdissection Products; or (2) for which the relevant party has a legal, tax, or accounting obligation to retain the original copies, the relevant party shall be required to provide only copies or relevant excerpts of the documents and materials containing this information. In instances where such copies are provided to the Acquirer, the relevant party shall provide such Acquirer access to original documents under circumstances where copies of documents are insufficient for evidentiary or regulatory purposes. The purpose of this proviso is to ensure that

Respondents provide the Acquirer with the above-described information without requiring Respondents completely to divest themselves of information that, in content, also relates to Retained Product(s).

J. "Arcturus Life Sciences Business Divestiture Agreement(s)" means the Asset Purchase Agreement by and between Danaher Corporation and Life Technologies Corporation dated as of January 12, 2010,and all amendments, exhibits, attachments, agreements, and schedules thereto.

K. "Arcturus Life Sciences Business Releasee(s)" means the Acquirer or any Entity controlled by or under common control with such Acquirer, or any licensees, sublicensees, manufacturers, suppliers, distributors, and customers of such Acquirer, or of such Acquirer-affiliated Entities.

L. "Arcturus Life Sciences Business Licenses" means all of the following related to Laser Microdissection Products:

1. a perpetual, non-exclusive, fully paid-up and royalty-free license(s) with rights to sublicense to all Product Licensed Intellectual Property and all Manufacturing Technology related to General Manufacturing Know-How:

   a. to Research and Develop Laser Microdissection Products for marketing, distribution or sale within the United States of America;

   b. to use, make, have made, distribute, offer for sale, promote, advertise, or sell Laser Microdissection Products within the United States of America;

   c. to import or export Laser Microdissection Products to the extent related to the marketing, distribution or sale of Laser Microdissection Products in the United States of America; and

   d. to have Laser Microdissection Products made anywhere in the World for distribution or sale within, or import into the United States of America;

   provided however, that for any Product Licensed Intellectual Property that is the subject of a license from a Third Party to the Respondents, the scope of the rights granted hereunder shall only be required to be equal to the scope of the rights granted by the Third Party to the Respondents.

M. "Closing Date" means the date on which Respondent(s) (or a Divestiture Trustee) consummates a transaction to assign, grant, license, divest, transfer, deliver, or otherwise convey the Arcturus Life Sciences Business Assets to an Acquirer pursuant to this Order.

N. "Confidential Business Information" means all information owned by, or in the possession or control of, Respondents that is not in the public domain and that is directly related to the Arcturus Life Sciences Business;

provided however, that the restrictions contained in this Order regarding the use, conveyance, provision, or disclosure of "Confidential Business Information" shall not apply to the following:

1. information that subsequently falls within the public domain through no violation of this Order or breach of confidentiality or non-disclosure agreement with respect to such information by Respondents;

2. information related to the Arcturus Life Sciences Business that Respondent Danaher can demonstrate it obtained without the assistance of Respondent MDS prior to the Acquisition;

3. information that is required by Law to be disclosed;

4. information that does not directly relate to the Arcturus Life Sciences Business; or

5. information relating to Respondent MDS's general business strategies or practices relating to Research and Development, manufacture, marketing or sales of products that do not discuss with particularity the Laser Microdissection Products.

The term "Confidential Business Information" does not include information that is protected by the attorney work product, attorney-client, joint defense or other privilege prepared in connection with the Acquisition and relating to any United States, state, or foreign antitrust or competition Laws.

O. "Contract Manufacture Product(s)" means any product, or ingredient or component thereof, related to the Arcturus Life Sciences Business for which any part of the manufacturing process is performed by the Respondent(s) prior to the Closing Date using production assets that are not subject to divestiture pursuant to this Order.

P. "Copyrights" means rights to all original works of authorship of any kind directly related to the Laser Microdissection Products and any registrations and applications for registrations thereof, including, but not limited to, the following: all such rights with respect to all promotional, marketing and advertising materials, educational and training materials for the sales force, and sales forecasting models; copyrights in all process development data and reports relating to the Research and Development of the Laser Microdissection Products or of any materials used in the Research and Development, manufacture, marketing or sale of the Laser Microdissection Products, including copyrights in all raw data, statistical programs developed (or modified in a manner material to the use or function thereof (other than through user preferences)) to analyze research data, market research data, market intelligence reports and statistical programs (if any) used for marketing and sales research;

all copyrights in customer information; all records relating to employees who accept employment with the Acquirer (excluding any personnel records the transfer of which is prohibited by applicable Law); all copyrights in records, including customer lists, sales force call activity reports, vendor lists, sales data, manufacturing records, manufacturing processes, and supplier lists; all copyrights in data contained in laboratory notebooks relating to the Laser Microdissection Products; all copyrights in analytical and quality control data; and all correspondence with Agencies.

Q. "Direct Cost" means a cost not to exceed the cost of labor, material, travel and other expenditures to the extent the costs are directly incurred to provide the relevant assistance or service. "Direct Cost" to the Acquirer for its use of any of Respondents' employees' labor shall not exceed the average hourly wage rate for such employee; *provided, however*, in each instance where (1) an agreement to divest relevant assets is specifically referenced and attached to this Order, and (2) such agreement becomes a Remedial Agreement, "Direct Cost" means such cost as is provided in such Remedial Agreement.

R. "Divestiture Trustee" means the trustee appointed by the Commission pursuant to the relevant provisions of this Order.

S. "Domain Name" means the domain name(s) (universal resource locators), and registration(s) thereof, issued by any Entity or authority that issues and maintains the domain name registration.

T. "Effective Date" means the date on which the Respondents close on the Acquisition pursuant to the Stock and Asset Purchase Agreement.

U. "Employee Information" means the following, for each Laser Microdissection Product Core Employee, as and to the extent permitted by the Law:

1. a complete and accurate list containing the name of each relevant employee (including former employees who were employed by Respondents within ninety (90) days of the execution date of any Remedial Agreement);

2. with respect to each such employee, the following information:

    a. the date of hire and effective service date;

    b. job title or position held;

    c. a specific description of the employee's responsibilities related to Laser Microdissection Products; *provided, however*, in lieu of this description, Respondents may provide the employee's most recent performance appraisal;

    d. the base salary or current wages;

e. the most recent bonus paid, aggregate annual compensation for Respondents' last fiscal year and current target or guaranteed bonus, if any;

f. employment status (*i.e.,* active or on leave or disability; full-time or part-time); and

g. any other material terms and conditions of employment in regard to such employee that are not otherwise generally available to similarly situated employees; and

3. at the Acquirer's option or the Proposed Acquirer's option (as applicable), copies of all employee benefit plans and summary plan descriptions (if any) applicable to the relevant employees.

V. "Entity(ies)" means any individual, partnership, joint venture, firm, corporation, association, trust, unincorporated organization, joint venture, or other business or Government Entity, and any subsidiaries, divisions, groups or affiliates thereof.

W. "Freedom to Operate Searches" means all studies, analyses, reports and legal opinions that were prepared for the purposes of identifying, evaluating or analyzing potential patent barriers to the commercialization of the Laser Microdissection Products and technologies directly related to Laser Microdissection Products.

X. "General Manufacturing Know-How" means all know-how used to manufacture a Laser Microdissection Product that is not specialized or proprietary to such products.

Y. "Government Entity" means any Federal, state, local or non-U.S. government, or any court, legislature, government agency, or government commission, or any judicial or regulatory authority of any government.

Z. "Interim Monitor" means any monitor appointed pursuant to Paragraph IV of this Order or Paragraph III of the related Order to Maintain Assets.

AA. "Laser Microdissection Product(s)" means the following products of Respondent MDS:

1. all laser capture microdissection ("LCM") instruments and Software used in or Developed or in Research and Development for use in LCM instruments;

2. all reagents, disposable products and accessories used in connection with the LCM instruments, including reagents for nucleic acid isolation, amplification, detection and expression analysis, and micro-products for low volume capture, extraction and purification of biological molecules;

3. all standalone products comprising any of the foregoing; and

4. all previous and future versions, translations, modifications, enhancements, improvements, upgrades, accessories, follow-ons or outgrowths from or to any of the foregoing products that are currently in Research and Development.

The term "Laser Microdissection Products" shall include, without limitation, the following products: Veritas™ XT Microdissection System; Veritas™ Microdissection Systems; PixCell®; II e LCM System; CapSure® LCM Caps; Paradise® Reagent System; Paradise® Whole Transcript RT Reagent System; RiboAmp® RNA Amplification Kit; RiboAmp® OA RNA Amplification Kit, RiboAmp® OA 1 Round RNA Amplification Kit, RiboAmp® HS RNA Amplification Kit; PicoPure® RNA Isolation Kit, PicoPure® DNA Extraction Kit; HistoGene® LCM Immunofluorescence Staining Kit; HistoGene® LCM Frozen Section Staining Kit; CapSure® HS LCM Caps; CapSure® Micro LCM Caps; ExtracSure™ Sample Extraction Products, Miracol™ Purification Columns; PrepStrip™ Tissue Preparation Strips and AutoPix® Microdissection System; and all improvements, variations or line extensions of the above-listed products that were Developed, marketed or sold on or before the Closing Date.

BB. "Laser Microdissection Product Core Employees" means the Marketing and Business Development Employees, Manufacturing Employees, Research and Development Employees, and the Sales Employees.

CC. "Laser Microdissection Production Assets" means all assets used in the manufacture of Laser Microdissection Products including, without limitation, all of the following: Manufacturing Equipment; other equipment; machinery; tools; spare parts; personal property; furniture; fixtures; supplies associated with each particular facility; and other tangible property, owned, leased, or operated by or on behalf of MDS, *except* for non-specialized refrigerators, tools, and work benches used in the manufacture of any Retained Product.

DD. "Law" means all laws, statutes, rules, regulations, ordinances, and other pronouncements by any Government Entity having the effect of law.

EE. "Life Technologies" means: Life Technologies Corporation a corporation organized, existing and doing business under and by virtue of the laws of the State of Delaware, with its headquarters address at 5791 Van Allen Way, Carlsbad, California 92008.

FF. "Manufacturing Employees" means all salaried employees of Respondent MDS who have directly participated in the planning, design, implementation or operational management of the Manufacturing Technology of the Laser Microdissection Products (irrespective of the portion of working time involved unless such participation consisted solely of oversight of legal, accounting, tax or financial compliance) within the three (3) year period immediately prior to the Closing Date. The term "Manufacturing Employees" shall include all individuals listed in Non-Public Appendix C to this Order identified as Manufacturing Employees.

GG. "Manufacturing Equipment" means all fixtures, equipment (including, without limitation technical equipment and computers), and machinery that is or has been used at any time since April 3, 2006, in the Research and Development, or manufacture of a Laser Microdissection Product and that is suitable for use in the Research and Development, or manufacture of a Laser Microdissection Product as of the Effective Date.

HH. "Manufacturing Technology" means all technology, trade secrets, know-how, and proprietary information (whether patented, patentable or otherwise) related to the manufacture of the Laser Microdissection Products, including, but not limited to, the following: all product specifications, processes, product designs, plans, trade secrets, ideas, concepts, manufacturing, engineering, and other manuals and drawings, standard operating procedures, flow diagrams, safety, quality assurance, quality control, research records, compositions, annual product reviews, regulatory communications, control history, current and historical information associated with compliance with Agency regulations, and labeling and all other information related to the manufacturing process, and supplier lists; tabulations, descriptions and specifications of, all raw materials inputs, and components related to the Laser Microdissection Products.

II. "Marketing and Business Development Employees" means all management level employees of Respondent MDS who directly have participated (irrespective of the portion of working time involved) in the marketing, contracting, or promotion of the Laser Microdissection Products(s) within the three (3) year period immediately prior to the Closing Date. The term "Marketing and Business Development Employees" shall include, without limitation, all management level employees having any responsibilities in the areas of sales management, brand management, sales training, market research, and business development (but excluding administrative assistants), and all individuals listed in Non-Public Appendix C to this Order identified as Marketing and Business Development Employees.

JJ. "Marketing Materials" means all marketing materials used specifically in the marketing or sale of a Laser Microdissection Product prior to and as of the Closing Date, including, without limitation, all advertising materials, training materials, product data, mailing lists, sales materials (*e.g.*, sales call reports, vendor lists, sales data), marketing information (*e.g.*, competitor information, research data, market intelligence reports, statistical programs (if any) used for marketing and sales research), customer information (including customer net purchases information to be provided on the basis of either dollars and/or units for each month, quarter or year), sales forecasting models, educational materials, and advertising and display materials, speaker lists, promotional and marketing materials, Website content and advertising and display materials, artwork for the production of packaging components, television masters and other similar materials directly related to the Laser Microdissection Products.

KK. "Order Date" means the date that this Order becomes final.

LL. "Order to Maintain Assets" means the Order to Maintain Assets incorporated into and made a part of the Agreement Containing Consent Orders.

MM. "Ownership Interest" means any and all rights, title, and interest, present or contingent, of the Respondent(s) to hold any voting or nonvoting stock, share capital, equity, assets or other interests or beneficial ownership in a specified Entity or specified asset(s).

NN. "Patents" means all patents, patent applications, including provisional patent applications, invention disclosures, certificates of invention and applications for certificates of invention and statutory invention registrations, in each case existing as of the Closing Date (*except* where this Order specifies a different time), and includes all reissues, additions, divisions, continuations, continuations-in-part, supplementary protection certificates, extensions and reexaminations thereof, all inventions disclosed therein, and all rights therein provided by international treaties and conventions, related to any product of or owned by Respondents as of the Closing Date (*except* where this Order specifies a different time).

OO. "Product Approval(s)" means any approvals, registrations, permits, licenses, consents, authorizations, and other approvals, and pending applications and requests thereof, required by applicable Agencies related to the Research and Development, manufacture, distribution, finishing, packaging, marketing, sale, storage or transport of Laser Microdissection Products.

PP. "Product Assumed Contracts" means all of the following contracts or agreements (copies of each such contract to be provided to the Acquirer on or before the relevant Closing Date and segregated in a manner that clearly identifies the purpose(s) of each such contract):

1. that make specific reference to the Laser Microdissection Products and pursuant to which any Third Party purchases, or has the option to purchase, the Laser Microdissection Products from Respondent MDS;

2. pursuant to which Respondent MDS purchases raw materials, inputs, components, software, or other necessary parts or had planned to purchase the raw material(s), inputs, components, software or other necessary parts from any Third Party for use in connection with the manufacture of the Laser Microdissection Products;

3. relating to any experiments or scientific studies involving the Laser Microdissection Products;

4. with universities or other research institutions for the use of the Laser Microdissection Products in scientific research;

5. relating to the particularized marketing of the Laser Microdissection Products or educational matters relating solely to the Laser Microdissection Products;

6. pursuant to which a Third Party manufactures or packages the Laser Microdissection Products on behalf of Respondent MDS;

7. pursuant to which a Third Party provides the Manufacturing Technology related to the Laser Microdissection Products to Respondent MDS;

8. pursuant to which a Third Party is licensed by Respondent MDS to use the Manufacturing Technology;

9. constituting confidentiality agreements involving the Laser Microdissection Products;

10. involving any royalty, licensing, or similar arrangement for the Laser Microdissection Products;

11. pursuant to which a Third Party provides any specialized services necessary for the Research and Development, manufacture or distribution of the Laser Microdissection Products to Respondent MDS including, but not limited to, consultation arrangements; and

12. pursuant to which any Third Party collaborates with Respondent MDS in the performance of Research and Development, marketing, distribution or selling of the Laser Microdissection Products or the Laser Microdissection Products business;

provided, however, that where any such contract or agreement also relates to a Retained Product(s), Respondent(s) shall assign the Acquirer all such rights under the contract or agreement as are related to the Laser Microdissection Products, but concurrently may retain similar rights for the purposes of the Retained Product(s).

QQ. "Product Intellectual Property" means all of the following related to the Laser Microdissection Products (other than Product Licensed Intellectual Property):

1. All Patents listed in Appendix A to this Order entitled "Arcturus Life Sciences Business Patents" and all reissues, additions, divisions, continuations, continuations-in-part, supplementary protection certificates, extensions and reexaminations thereof;

2. All Patents not listed in Appendix A that are drawn to Laser Microdissection Products the practice of which would infringe one or more claims of Patents owned or controlled by Respondent(s);

3. Assignment of all rights granted to Respondent(s) under Patents owned by Third Parties;

4. Copyrights;

5. Software;

6. Trademarks, including without limitation, all trademarks, tradenames, and product names listed in Appendix B to this Order entitled "Arcturus Life Sciences Business Trademarks, Trade Names Product Names, Domain Names, Accounts";

7. Trade Dress;

8. trade secrets, know-how, utility models, design rights, techniques, data, inventions, practices, recipes, raw material specifications, process descriptions, quality control methods in process and in final Laser Microdissection Products, protocols, methods and other confidential or proprietary technical, business, Research and Development and other information, and all rights in any jurisdiction to limit the use or disclosure thereof, other than Product Licensed Intellectual Property;

9. rights to obtain and file for patents, trademarks, and copyrights and registrations thereof; and

10. rights to sue and recover damages or obtain injunctive relief for infringement, dilution, misappropriation, violation or breach of any of the foregoing;

provided, however, "Product Intellectual Property" does not include the corporate names or corporate trade dress of "Danaher" or "MDS", or the corporate names or corporate trade dress of any other corporations or companies owned or controlled by Respondents (other than "Arcturus", "Arcturus Bioscience" or "Arcturus Engineering") or the related logos thereof;

provided further, however, Product Intellectual Property shall include all customer specific product specifications for Laser Microdissection Products, licenses from customers related to the manufacture of Laser Microdissection Products for that specific customer, and all customer-specific proprietary and/or trade secret information related to Laser Microdissection Products;

provided further, however, that for any Product Intellectual Property that is the subject of a license from a Third Party to the Respondents, the scope of the rights granted hereunder shall only be required to be equal to the scope of the rights granted by the Third Party to the Respondents.

RR. "Product Licensed Intellectual Property" means the following:

1. Patents that are related to a Laser Microdissection Product that Respondent MDS can demonstrate have been routinely used, prior to the Effective Date, by Respondent MDS for a Retained Product(s) that has been marketed or sold on an extensive basis by Respondent MDS within the two-year period immediately preceding the Acquisition; and

2. trade secrets, know-how, utility models, design rights, techniques, data, inventions, practices, methods, and other confidential or proprietary technical, business, Research and Development, and other information, and all rights to limit the use or disclosure thereof, that are related to a Laser Microdissection Product and that Respondents can demonstrate have been routinely used, prior to the Effective Date, by Respondent MDS

for a Retained Product(s) that has been marketed or sold on an extensive basis by Respondent MDS within the two-year period immediately preceding the Acquisition;

provided however, that, in cases where the aggregate retail sales in dollars of the Retained Product(s) within the two-year period immediately preceding the Acquisition collectively are less than the aggregate retail sales in dollars within the same period of the Laser Microdissection Products collectively, the above-described intellectual property shall be considered, at the Acquirer's option, to be Product Intellectual Property and, thereby, subject to assignment to the Acquirer; *provided further, however*, that in such cases, Respondents may take a license back from the Acquirer for such intellectual property for use in connection with the Retained Products and such a license to Respondents may be perpetual, fully paid-up and royalty-free license(s) with rights to sublicense;

provided further, however, Product Licensed Intellectual Property expressly *excludes* all customer specific product specifications for Laser Microdissection Products, licenses from customers related to the manufacture of products for that specific customer, and all proprietary and/or trade secret information related to a particular customer as such property is exclusively Product Intellectual Property.

SS. "Proposed Acquirer" means an Entity proposed by Respondents (or a Divestiture Trustee) to the Commission and submitted for the approval of the Commission to become the Acquirer of particular assets required to be assigned, granted, licensed, divested, transferred, delivered or otherwise conveyed by Respondents pursuant to this Order.

TT. "Remedial Agreement(s)" means the following:

1. any agreement between Respondents and an Acquirer that is specifically referenced and attached to this Order, including all amendments, exhibits, attachments, agreements, and schedules thereto, related to the relevant assets or rights to be assigned, granted, licensed, divested, transferred, delivered, or otherwise conveyed, and that has been approved by the Commission to accomplish the requirements of the Order in connection with the Commission's determination to make this Order final;

2. any agreement between Respondents and a Third Party to effect the assignment of assets or rights of Respondents related to a Laser Microdissection Product to the benefit of an Acquirer that is specifically referenced and attached to this Order, including all amendments, exhibits, attachments, agreements, and schedules thereto, that has been approved by the Commission to accomplish the requirements of the Order in connection with the Commission's determination to make this Order final;

3. any agreement between Respondents and an Acquirer (or between a Divestiture Trustee and an Acquirer) that has been approved by the Commission to accomplish the requirements of this Order, including all amendments, exhibits, attachments, agreements, and schedules thereto, related to the relevant assets or rights to be assigned,

granted, licensed, divested, transferred, delivered, or otherwise conveyed, and that has been approved by the Commission to accomplish the requirements of this Order; and/or

4. any agreement between Respondents and a Third Party to effect the assignment of assets or rights of Respondents related to a Laser Microdissection Product to the benefit of an Acquirer that has been approved by the Commission to accomplish the requirements of this Order, including all amendments, exhibits, attachments, agreements, and schedules thereto.

UU. "Research and Development" means all research and development activities, including, without limitation, the following: test method development; stability testing; toxicology; formulation, including without limitation, customized formulation for a particular customer(s); process development; manufacturing scale-up; development-stage manufacturing; quality assurance/quality control development; statistical analysis and report writing; and conducting experiments for the purpose of obtaining any and all Product Approvals. "Develop" means to engage in Development.

VV. "Research and Development Employees" means all salaried employees of Respondents who directly have participated in the Research and Development, or regulatory approval process, or clinical studies of the Laser Microdissection Products (irrespective of the portion of working time involved, unless such participation consisted solely of oversight of legal, accounting, tax or financial compliance) within the three (3) year period immediately prior to the Closing Date. The term "Research and Development Employees" shall include all individuals listed in Non-Public Appendix C to this Order identified as Research and Development Employees.

WW. "Research and Development Records" means all research and development records directly relating to Laser Microdissection Products including, but not limited to:

1. inventory of research and development records, research history, research efforts, research notebooks, research reports, technical service reports, testing methods, invention disclosures, and know how related to the Laser Microdissection Products;

2. all correspondence within the ownership or control of Respondent MDS to and from Agencies relating to Product Approval(s) submitted by, on behalf of, or acquired by, Respondent MDS related to the Laser Microdissection Products;

3. all correspondence within the ownership or control of Respondent MDS to and from agencies of the United States Public Health Service within the Department of Health and Human Services, *i.e.*, the National Institutes of Health and the Centers for Disease Control, related to the Laser Microdissection Products;

4. annual and periodic reports related to the above-described Product Approval(s), including any safety update reports;

5. Agency-approved product labeling related to the Laser Microdissection Products;

6. currently-used product usage instructions, including, without limitation, owner manuals related to the Laser Microdissection Products;

7. Agency-approved circulars and information related to the Laser Microdissection Products;

8. reports relating to the protection of human safety and health related to the manufacture or use of the Laser Microdissection Products;

9. reports relating to the protection of the environment related to the manufacture or use of the Laser Microdissection Products;

10. summary of product complaints from customers related to the Laser Microdissection Products; and

11. product recall reports filed with any Agency related to the Laser Microdissection Products.

XX. "Retained Product" means any product(s) that is not subject to divestiture pursuant to this Order.

YY. "Sales Employees" means all employees of Respondent MDS who directly have participated (irrespective of the portion of working time involved) in the marketing or promotion of the Laser Microdissection Products directly to customers within the three (3) year period immediately prior to the Closing Date. The term "Sales Employees" shall include employees trained to perform such sales activity for a Laser Microdissection Product within the three (3) year period immediately prior to the Closing Date and all individuals listed in Non-Public Appendix C to this Order identified as Sales Employees.

ZZ. "Software" means computer programs related to the Laser Microdissection Products, including all software implementations of algorithms, models, and methodologies whether in Source Code or object code form, databases and compilations, including any and all data and collections of data, all documentation, including user manuals and training materials, related to any of the foregoing and the content and information contained on any Website; *provided, however,* that "Software" does not include software that is readily purchasable or licensable from sources other than the Respondents and which has not been modified in a manner material to the use or function thereof (other than through user preference settings).

AAA. "Source Code" means code in any programming language in a form intelligible to trained programmers, including all comments and procedural code as well as all related developmental documents.

BBB. "Supply Cost" means a cost not to exceed the manufacturer's average direct per unit cost in United States dollars of manufacturing the Laser Microdissection Products, or raw material or ingredients related to a Laser Microdissection Product, for the twelve (12) month period immediately preceding the Effective Date. "Supply Cost" shall exclude any intracompany business transfer profit; *provided, however*, that in each instance where: (1) an agreement to Contract Manufacture is specifically referenced and attached to this Order, and (2) such agreement becomes a Remedial Agreement for a Laser Microdissection Product, "Supply Cost" means the cost as specified in such Remedial Agreement for that Laser Microdissection Product.

CCC. "Third Party(ies)" means any Entity other than the Respondents or the Acquirer.

DDD. "Trade Dress" means the current trade dress of the Laser Microdissection Products, including, without limitation, product packaging, and the lettering of the product trade name or brand name.

EEE. "Trademark(s)" means all proprietary names or designations, trademarks (whether registered or unregistered), service marks (whether registered or unregistered), trade names, product names, and brand names, including registrations and applications for registration therefor (and all renewals, modifications, and extensions thereof) and all common law rights, and the goodwill symbolized thereby and associated therewith, for the Arcturus Life Sciences Business that are owned by Respondent MDS and that were used in or are used in the Arcturus Life Sciences Business, or that prior to the Closing Date were being evaluated by Respondent MDS for use in the Arcturus Life Sciences Business.

FFF. "Website" means the content of the Website(s) located at the Domain Names, the Domain Names, and all copyrights in such Website(s), to the extent owned by Respondents; *provided, however,* "Website" shall not include the following: (1) content owned by Third Parties and other intellectual property not owned by Respondents that are incorporated in such Website(s), such as stock photographs used in the Website(s), *except* to the extent that Respondents can convey their rights, if any, therein; or (2) content unrelated to the product(s).

II.

IT IS FURTHER ORDERED that:

A. Not later than ten (10) days after the Order Date, Respondents shall divest the Arcturus Life Sciences Business Assets and grant the Arcturus Life Sciences Business Licenses, absolutely and in good faith, to Life Technologies pursuant to, and in accordance with, the Arcturus Life Sciences Business Divestiture Agreement(s) (which agreements shall not limit or contradict, or be construed to limit or contradict, the terms of this Order, it being understood that this Order shall not be construed to reduce any rights or benefits of Life Technologies or to reduce any obligations of Respondents under such agreements), and each

such agreement, if it becomes a Remedial Agreement related to the Arcturus Life Sciences Business Assets, respectively, is incorporated by reference into this Order and made a part hereof;

provided, however, that if Respondents have divested the Arcturus Life Sciences Business Assets and granted the Arcturus Life Sciences Business Licenses to Life Technologies prior to the Order Date, and if, at the time the Commission determines to make this Order final, the Commission notifies Respondents that Life Technologies is not an acceptable purchaser of the Arcturus Life Sciences Business Assets then Respondents shall immediately rescind the transaction with Life Technologies, in whole or in part, as directed by the Commission, and shall divest the Arcturus Life Sciences Business Assets and grant the Arcturus Life Sciences Business Licenses, within one hundred eighty (180) days from the Order Date, absolutely and in good faith, at no minimum price, to an Acquirer and only in a manner that receives the prior approval of the Commission;

provided further, that if Respondents have divested the Arcturus Life Sciences Business Assets to Life Technologies prior to the date this Order becomes final, and if, at the time the Commission determines to make this Order final, the Commission notifies Respondents that the manner in which the divestiture was accomplished is not acceptable, the Commission may direct Respondents, or appoint a Divestiture Trustee, to effect such modifications to the manner of divestiture of the Arcturus Life Sciences Business Assets or the granting of the Arcturus Life Sciences Business Licenses to Life Technologies (including, but not limited to, entering into additional agreements or arrangements) as the Commission may determine are necessary to satisfy the requirements of this Order.

B. Prior to the Effective Date and as a condition precedent to the consummation of the Acquisition, Respondents shall secure all consents and waivers from all Third Parties (including, without limitation, agencies of the United States Public Health Service within the Department of Health and Human Services, *i.e.*, the National Institutes of Health and the Centers for Disease Control) that are necessary to permit Respondents to divest the Arcturus Life Sciences Business Assets and grant the Arcturus Life Sciences Business Licenses to the Acquirer, and/or to permit such Acquirer to continue the Research and Development, manufacture, sale, marketing or distribution of the Laser Microdissection Products;

provided, however, Respondents may satisfy this requirement by certifying that the Acquirer has executed all such agreements directly with each of the relevant Third Parties.

C. Respondents shall transfer the Manufacturing Technology to the Acquirer in an organized, comprehensive, complete, useful, timely, and meaningful manner. Respondents shall, *inter alia*:

1. designate employees of Respondents knowledgeable with respect to such Manufacturing Technology to a committee for the purposes of communicating directly with such

Acquirer and the Interim Monitor (if any has been appointed) for the purposes of effecting such transfer;

2. prepare technology transfer protocols and transfer acceptance criteria for both the processes and analytical methods related to the Laser Microdissection Products, such protocols and acceptance criteria to be subject to the approval of the Acquirer;

3. prepare and implement a detailed technological transfer plan that contains, *inter alia*, the transfer of all relevant information, all appropriate documentation, all other materials, and projected time lines for the delivery of all Manufacturing Technology to the Acquirer; and

4. for a period of two (2) years from the Closing Date, upon reasonable written notice and request from the Acquirer to Respondents, provide in a timely manner, at no greater than Direct Cost, assistance and advice to enable the Acquirer (or the Designee of the Acquirer) to:

    a. manufacture the Laser Microdissection Products in the same quality achieved by Respondent MDS;

    b. obtain any Product Approvals necessary for the Acquirer to manufacture, sell, market or distribute the Laser Microdissection Products; and

    c. receive, integrate, and use such Manufacturing Technology.

D. Respondents shall:

1. upon reasonable written notice and request from the Acquirer to Respondents, Respondents shall Contract Manufacture and deliver to the Acquirer, in a timely manner and under reasonable terms and conditions, a supply of each of the Contract Manufacture Products at Respondents' Supply Cost, for a period of time sufficient to allow the Acquirer (or the Designee of the Acquirer) to:

    a. obtain all of the relevant Product Approvals necessary to manufacture the Contract Manufacture Products independently of Respondents; and

    b. secure sources of supply of the ingredients, inputs and components for the Contract Manufacture Products from Entities other than Respondents;

2. make representations and warranties to the Acquirer that the Contract Manufacture Product(s) supplied through Contract Manufacture pursuant to a Remedial Agreement meet the specifications of the relevant customers;

3. for the Contract Manufacture Products supplied by Respondents, Respondents shall agree to indemnify, defend and hold the Acquirer harmless from any and all suits,

claims, actions, demands, liabilities, expenses or losses alleged to result from the failure of the product(s) supplied to the Acquirer pursuant to a Remedial Agreement by Respondents to meet customer specifications. This obligation may be made contingent upon the Acquirer giving Respondents prompt, adequate notice of such claim and cooperating fully in the defense of such claim. The Remedial Agreement shall be consistent with the obligations assumed by Respondents under this Order; *provided, however*, that Respondents may reserve the right to control the defense of any such litigation, including the right to settle the litigation, so long as such settlement is consistent with Respondents' responsibilities to supply the Contract Manufacture Products in the manner required by this Order; *provided further,* that this obligation shall not require Respondents to be liable for any negligent act or omission of the Acquirer or for any representations and warranties, express or implied, made by the Acquirer that exceed the representations and warranties made by Respondents to the Acquirer;

4. for the Contract Manufacture Products supplied by Respondents, make representations and warranties to the Acquirer that Respondents shall hold harmless and indemnify the Acquirer for any liabilities or loss of profits resulting from the failure by Respondents to deliver the products in a timely manner as required by the Remedial Agreement(s) unless Respondents can demonstrate that their failure was entirely beyond the control of Respondents and in no part the result of negligence or willful misconduct by Respondents;

5. during the term of the Contract Manufacture between Respondents and the Acquirer, upon request of the Acquirer or Interim Monitor (if any has been appointed), make available to the Acquirer and the Interim Monitor (if any has been appointed) all records that relate to the manufacture of the Contract Manufacture Products that are generated or created after the Closing Date;

6. during the term of the Contract Manufacture between Respondents and the Acquirer, maintain manufacturing facilities necessary to manufacture each of the Contract Manufacture Products; and

7. during the term of the Contract Manufacture between Respondents and the Acquirer, provide consultation with knowledgeable employees of Respondents and training, at the request of the Acquirer and at a facility chosen by the Acquirer, for the purposes of enabling the Acquirer (or the Designee of the Acquirer) to obtain all Product Approvals to manufacture Laser Microdissection Products manufactured with or from or that use or include the Contract Manufacture Products in the same quality achieved by the Respondents and in commercial quantities, and in a manner consistent with the relevant customer specifications, independently of Respondents, and sufficient to satisfy management of the Acquirer that its personnel (or the Designee's personnel) are adequately trained in the manufacture of Laser Microdissection Products manufactured with or from or that use or include the Contract Manufacture Products.

The foregoing provisions, II.D.1. - 7., shall remain in effect with respect to each Contract Manufacture Product until the earliest of the following dates: (1) the date that the Acquirer (or the Designee(s) of such Acquirer) is able to manufacture such Contract Manufacture Product in commercial quantities, in a manner consistent with the relevant customer specifications, independently of Respondents; or (2) three (3) years from the Order Date.

E. Respondents shall:

1. submit to the Acquirer, at Respondents' expense, all Confidential Business Information;

2. deliver such Confidential Business Information as follows:

   a. in good faith;

   b. in a timely manner, *i.e.*, as soon as practicable, avoiding any delays in transmission of the respective information; and

   c. in a manner that ensures its completeness and accuracy and that fully preserves its usefulness;

3. pending complete delivery of all such Confidential Business Information to the Acquirer, provide the Acquirer and the Interim Monitor (if any has been appointed) with access to all such Confidential Business Information and employees who possess or are able to locate such information for the purposes of identifying the books, records, and files directly related to the Arcturus Life Sciences Business that contain such Confidential Business Information and facilitating the delivery in a manner consistent with this Order;

4. not use, directly or indirectly, any such Confidential Business Information related to the Research and Development, manufacturing, marketing, or sale of the Arcturus Life Sciences Business other than as necessary to comply with the following:

   a. the requirements of this Order;

   b. Respondents' obligations to the Acquirer under the terms of any Remedial Agreement related to the Arcturus Life Sciences Business; or

   c. applicable Law;

5. not disclose or convey any such Confidential Business Information, directly or indirectly, to any Entity except the Acquirer or other Entities specifically authorized by the Acquirer to receive such information; and

6. not provide, disclose or otherwise make available, directly or indirectly, any such Confidential Business Information related to the marketing or sale of the Laser Microdissection Products to the employees associated with business related to those Retained Products that are used or suitable for use in commerce for the same or similar purposes as the Laser Microdissection Products.

F. Respondents shall not enforce any agreement against a Third Party or the Acquirer to the extent that such agreement may limit or otherwise impair the ability of the Acquirer to acquire the Manufacturing Technology, Product Intellectual Property, or Product Licensed Intellectual Property from the Third Party. Such agreements include, but are not limited to, agreements with respect to the disclosure of Confidential Business Information related to such Manufacturing Technology, Product Intellectual Property and Product Licensed Intellectual Property.

G. Not later than ten (10) days after the Closing Date, Respondents shall grant a release to each Third Party that is subject to an agreement as described in Paragraph II.F. that allows the Third Party to provide the relevant Manufacturing Technology, Product Intellectual Property, or Product Licensed Intellectual Property to the Acquirer. Within five (5) days of the execution of each such release, Respondents shall provide a copy of the release to the Acquirer for the relevant assets.

H. Respondents shall:

1. for a period of at least twelve (12) months from the Closing Date, provide the Acquirer with the opportunity to enter into employment contracts with the Laser Microdissection Product Core Employees. Each of these periods is hereinafter referred to as the "Laser Microdissection Product Core Employee Access Period(s)";

2. not later than the earlier of the following dates: (1) ten (10) days after notice by staff of the Commission to Respondents to provide the Product Employee Information; or (2) ten (10) days after the relevant Closing Date, provide the Acquirer or the relevant Proposed Acquirer with the Product Employee Information related to the Laser Microdissection Product Core Employees. Failure by Respondents to provide the Product Employee Information for any Laser Microdissection Product Core Employee within the time provided herein shall extend the Laser Microdissection Product Core Employee Access Period(s) with respect to that employee in an amount equal to the delay;

3. during the Laser Microdissection Product Core Employee Access Period(s), not interfere with the hiring or employing by the Acquirer of the Laser Microdissection Product Core Employees related to the particular Laser Microdissection Products and assets acquired by such Acquirer, and remove any impediments within the control of Respondents that may deter these employees from accepting employment with the Acquirer, including, but not limited to, any noncompete or nondisclosure provision of employment with respect to a Laser Microdissection Product or other contracts with Respondents that

would affect the ability or incentive of those individuals to be employed by the Acquirer. In addition, Respondents shall not make any counteroffer to such a Laser Microdissection Product Core Employee who has received a written offer of employment from the Acquirer;

provided, however, that, subject to the conditions of continued employment prescribed in this Order, this Paragraph II.H.3. shall not prohibit Respondents from continuing to employ any Laser Microdissection Product Core Employee under the terms of such employee's employment with Respondents prior to the date of the written offer of employment from the Acquirer to such employee;

4. until the Closing Date, provide all Laser Microdissection Product Core Employees with reasonable financial incentives to continue in their positions and to Research and Develop, and manufacture the Laser Microdissection Products consistent with past practices and/or as may be necessary to preserve the marketability, viability and competitiveness of the Laser Microdissection Products and to ensure successful execution of the pre-Acquisition plans for such Laser Microdissection Products. Such incentives shall include a continuation of all employee compensation and benefits offered by Respondent MDS until the Closing Date(s) for the divestiture of the Arcturus Life Sciences Business Assets has occurred, including regularly scheduled raises, bonuses, and vesting of pension benefits (as permitted by Law);

   provided, however, that, subject to those conditions of continued employment prescribed in this Order, this Order does not require nor shall be construed to require Respondents to terminate the employment of any employee or to prevent Respondents from continuing to employ the Laser Microdissection Product Core Employees in connection with the Acquisition; and

5. for a period of one (1) year from the Closing Date, not:

   a. directly or indirectly, solicit or otherwise attempt to induce any employee of the Acquirer with any amount of responsibility related to a Laser Microdissection Product ("Laser Microdissection Product Employee") to terminate his or her employment relationship with the Acquirer; or

   b. hire any Laser Microdissection Product Employee; *provided, however*, Respondents may hire any former Laser Microdissection Product Employee whose employment has been terminated by the Acquirer or who independently applies for employment with Respondent, as long as such employee was not solicited in violation of the nonsolicitation requirements contained herein;

   provided, *however*, Respondents may do the following: (1) advertise for employees in newspapers, trade publications or other media not targeted specifically at the Laser Microdissection Product Employees; or (2) hire a Laser Microdissection Product

Employee who contacts Respondents on his or her own initiative without any direct or indirect solicitation or encouragement from Respondents.

I. Respondents shall require, as a condition of continued employment post-divestiture of the assets required to be divested pursuant to this Order, that each Laser Microdissection Product Core Employee retained by Respondents, the direct supervisor(s) of any such employee, and any other employee retained by Respondents and designated by the Interim Monitor (if applicable) sign a confidentiality agreement pursuant to which such employee shall be required to maintain all Confidential Business Information related to the Laser Microdissection Products as strictly confidential, including the nondisclosure of such information to all other employees, executives or other personnel of Respondents (other than as necessary to comply with the requirements of Law or this Order).

J. Not later than thirty (30) days after the Effective Date, Respondents shall provide written notification of the restrictions on the use of the Confidential Business Information related to the Laser Microdissection Products by Respondents' personnel to all of Respondents' employees who:

1. are or were directly involved in the Research and Development, manufacturing, distribution, sale or marketing of each of the relevant Laser Microdissection Products;

2. are directly involved in the Research and Development, manufacturing, distribution, sale or marketing of Retained Products that are used or suitable for use in commerce for the same or similar purposes as the relevant Laser Microdissection Products; and/or

3. may have Confidential Business Information related to the Laser Microdissection Products.

Respondents shall give such notification by e-mail with return receipt requested or similar transmission, and keep a file of such receipts for one (1) year after the relevant Closing Date. Respondents shall provide a copy of such notification to the Acquirer. Respondents shall maintain complete records of all such agreements at Respondents headquarters address within the United States and shall provide an officer's certification to the Commission stating that such acknowledgment program has been implemented and is being complied with. Respondents shall provide the Acquirer with copies of all certifications, notifications and reminders sent to Respondents' personnel.

K. Until Respondents complete the divestitures required by Paragraph II.A. and fully transfer the related Manufacturing Technology to the Acquirer(s),

1. Respondents shall take such actions as are necessary to:

a. maintain the full economic viability and marketability of the Arcturus Life Sciences Business;

b. minimize any risk of loss of competitive potential for such business;

c. prevent the destruction, removal, wasting, deterioration, or impairment of any of the Arcturus Life Sciences Business Assets;

d. ensure the assets required to be divested are transferred to the Acquirer in a manner without disruption, delay, or impairment of the regulatory approval processes related to the Arcturus Life Sciences Business; and

e. ensure the completeness of the transfer of the Manufacturing Technology; and

2. Respondents shall not sell, transfer, encumber or otherwise impair the Arcturus Life Sciences Business Assets (other than in the manner prescribed in this Order) nor take any action that lessens the full economic viability, marketability, or competitiveness of the Arcturus Life Sciences Business.

L. Respondents shall not join, file, prosecute or maintain any suit, in law or equity, against the Acquirer(s) or the Arcturus Life Sciences Releasee(s) for the Research and Development, manufacture, use, import, export, distribution, or sale of the Laser Microdissection Products under any Patent owned or licensed by Respondents as of, or at any time after, the Effective Date (*excluding* those Patents that claim inventions conceived by and reduced to practice after the Effective Date) that claim any aspect of the Research and Development, manufacture, use, import, export, distribution, or sale of a Laser Microdissection Product, or that claims a product relating to the use thereof;

if such suit would have the potential to interfere with the Acquirer's freedom to practice the following: (1) any aspect of the Research and Development, or manufacture of a particular Laser Microdissection Product; or (2) the use within, import into, export from, or the supply, distribution, or sale within, the United States of a particular Laser Microdissection Product that was marketed, distributed or sold within the United States at any time prior to the Effective Date. Respondents shall also covenant to the Acquirer that as a condition of any assignment, transfer, or license to a Third Party of the above-described Patents, the Third Party shall agree to provide a covenant whereby the Third Party covenants not to sue the Acquirer or the Arcturus Life Sciences Releasee(s) under such Patents, if the suit would have the potential to interfere with the Acquirer's freedom to practice the following: (1) any aspect of the Research and Development, or manufacture of a particular Laser Microdissection Product; or (2) the use within, import into, export from, or the supply, distribution, or sale within, the United States of a particular Laser Microdissection Product that was marketed, distributed or sold within the United States at any time prior to the Effective Date.

M. Upon reasonable written notice and request from an Acquirer to Respondents, Respondents shall provide, in a timely manner, at no greater than Direct Cost, assistance of knowledgeable employees of Respondents to assist the Acquirer to defend against, respond to, or otherwise participate in any litigation related to the Product Intellectual Property

related to any of the Laser Microdissection Products, if such litigation would have the potential to interfere with the Acquirer's freedom to practice the following: (1) the Research and Development, or manufacture of the Laser Microdissection Products; or (2) the use within, import into, export from, or the supply, distribution, or sale within the United States.

N. For any patent infringement suit in which either Respondent is alleged to have infringed a Patent of a Third Party prior to the Closing Date or for such suit as such Respondent has prepared or is preparing as of the Closing Date to defend against such infringement claim(s), and where such a suit would have the potential to interfere with the Acquirer's freedom to practice the following: (1) the Research and Development, or manufacture of a particular Laser Microdissection Product; or (2) the use within, import into, export from, or the supply, distribution, or sale within, the United States of the relevant Laser Microdissection Products, Respondents shall:

1. cooperate with the Acquirer and provide any and all necessary technical and legal assistance, documentation and witnesses from Respondents in connection with obtaining resolution of any pending patent litigation involving such Laser Microdissection Product;

2. waive conflicts of interest, if any, to allow either Respondents' outside legal counsel to represent the Acquirer in any ongoing patent litigation involving such Laser Microdissection Product; and

3. permit the transfer to the Acquirer of all of the litigation files and any related attorney work-product in the possession of Respondents' outside counsel relating to such Laser Microdissection Product.

O. Respondents shall not:

1. use the Trademarks or any mark confusingly similar to such Trademarks, as a trademark, trade name, or service mark;

2. attempt to register such Trademarks;

3. attempt to register any mark confusingly similar to such Trademarks;

4. challenge or interfere with the Acquirer(s)'s use and registration of such Trademarks; or

5. challenge or interfere with the Acquirer(s)'s efforts to enforce their trademark registrations for and trademark rights in such Trademarks against Third Parties.

P. Respondents shall not seek, directly or indirectly, pursuant to any dispute resolution mechanism incorporated in any Remedial Agreement, or in any agreement related to any of the Arcturus Life Sciences Business a decision the result of which would be inconsistent with the terms of this Order and/or the remedial purposes thereof.

Q. The purpose of the divestiture of the Arcturus Life Sciences Business Assets and the transfer of the Manufacturing Technology related to the Laser Microdissection Products, respectively, and the related obligations imposed on the Respondents by this Order is:

1. to ensure the continued use of the Arcturus Life Sciences Business Assets in the Research and Development, manufacture, use, import, export, distribution, and sale of each of the respective Laser Microdissection Products;

2. to provide for the future use of the Arcturus Life Sciences Business Assets for the Research and Development, manufacture, use, import, export, distribution, and sale of each of the respective Laser Microdissection Products;

3. to create a viable and effective competitor, who is independent of the Respondents in the Research and Development, manufacture, use, import, export, distribution, or sale of each of the Laser Microdissection Products; and

4. to remedy the lessening of competition resulting from the Acquisition as alleged in the Commission's Complaint in a timely and sufficient manner.

III.

IT IS FURTHER ORDERED that for a period commencing on the Order Date and continuing for ten (10) years, Respondents shall not, without providing advance written notification to the Commission, acquire, directly or indirectly, through subsidiaries or otherwise, any Ownership Interest in the Arcturus Life Sciences Business or any Entity that engages in scientific Research and Development, manufacture, distribution, marketing, or selling of the Laser Microdissection Product(s). Said notification shall be given on the Notification and Report Form set forth in the Appendix to Part 803 of Title 16 of the Code of Federal Regulations as amended (hereinafter referred to as "the Notification"), and shall be prepared and transmitted in accordance with the requirements of that part, except that no filing fee will be required for any such Notification, Notification shall be filed with the Secretary of the Commission, Notification need not be made to the United States Department of Justice, and Notification is required only of the Respondents and not of any other party to the transaction. Respondents shall provide two (2) complete copies (with all attachments and exhibits) of the Notification to the Commission at least thirty (30) days prior to consummating any such transaction (hereinafter referred to as the "first waiting period"). If, within the first waiting period, representatives of the Commission make a written request for additional information or documentary material (within the meaning of 16 C.F.R. § 803.20), Respondents shall not consummate the transaction until thirty (30) days after substantially complying with such request. Early termination of the waiting periods in this Paragraph may be requested and, where appropriate, granted by letter from the Bureau of Competition; *provided, however*, that the provisions of this Paragraph III shall not apply to any transaction for which notification is required to be made, and has been made, pursuant to Section 7A of the Clayton Act, 15 U.S.C.18a.

IV.

IT IS FURTHER ORDERED that:

A. At any time after Respondents sign the Consent Agreement in this matter, the Commission may appoint a monitor ("Interim Monitor") to assure that Respondents expeditiously comply with all of their obligations and perform all of their responsibilities as required by this Order, the Order to Maintain Assets, and the Remedial Agreements.

B. The Commission shall select the Interim Monitor, subject to the consent of Respondent Danaher, which consent shall not be unreasonably withheld. If Respondent Danaher has not opposed, in writing, including the reasons for opposing, the selection of a proposed Interim Monitor within ten (10) days after notice by the staff of the Commission to Respondent Danaher of the identity of any proposed Interim Monitor, Respondents shall be deemed to have consented to the selection of the proposed Interim Monitor.

C. Not later than ten (10) days after the appointment of the Interim Monitor, Respondents shall execute an agreement that, subject to the prior approval of the Commission, confers on the Interim Monitor all the rights and powers necessary to permit the Interim Monitor to monitor Respondents' compliance with the relevant requirements of the Order in a manner consistent with the purposes of the Order.

D. If an Interim Monitor is appointed, Respondents shall consent to the following terms and conditions regarding the powers, duties, authorities, and responsibilities of the Interim Monitor:

1. the Interim Monitor shall have the power and authority to monitor Respondents' compliance with the divestiture and asset maintenance obligations and related requirements of the Order, and shall exercise such power and authority and carry out the duties and responsibilities of the Interim Monitor in a manner consistent with the purposes of the Order and in consultation with the Commission;

2. the Interim Monitor shall act in a fiduciary capacity for the benefit of the Commission; and

3. the Interim Monitor shall serve until, the later of:

   a. the date of completion by Respondents of the divestiture of all Arcturus Life Sciences Business Assets and the transfer of the Manufacturing Technology, Product Intellectual Property, and Product Licensed Intellectual Property in a manner that fully satisfies the requirements of this Order; and

   b. with respect to each Laser Microdissection Product, the date the Acquirer (or the Designee(s) of such Acquirer) has obtained all Product Approvals necessary to

manufacture, market, import, export, and sell such Laser Microdissection Product and is able to manufacture such Laser Microdissection Product independently of Respondents;

provided, however, that the Interim Monitor's service shall not exceed five (5) years from the Order Date;

provided further, that the Commission may shorten or extend this period as may be necessary or appropriate to accomplish the purposes of the Orders.

E. Subject to any demonstrated legally recognized privilege, the Interim Monitor shall have full and complete access to Respondents' personnel, books, documents, records kept in the normal course of business, facilities and technical information, and such other relevant information as the Interim Monitor may reasonably request, related to Respondents' compliance with their obligations under the Order, including, but not limited to, their obligations related to the relevant assets. Respondents shall cooperate with any reasonable request of the Interim Monitor and shall take no action to interfere with or impede the Interim Monitor's ability to monitor Respondents' compliance with the Order.

F. The Interim Monitor shall serve, without bond or other security, at the expense of Respondents, on such reasonable and customary terms and conditions as the Commission may set. The Interim Monitor shall have authority to employ, at the expense of Respondents, such consultants, accountants, attorneys and other representatives and assistants as are reasonably necessary to carry out the Interim Monitor's duties and responsibilities.

G. Respondents shall indemnify the Interim Monitor and hold the Interim Monitor harmless against any losses, claims, damages, liabilities, or expenses arising out of, or in connection with, the performance of the Interim Monitor's duties, including all reasonable fees of counsel and other reasonable expenses incurred in connection with the preparations for, or defense of, any claim, whether or not resulting in any liability, except to the extent that such losses, claims, damages, liabilities, or expenses result from gross negligence, willful or wanton acts, or bad faith by the Interim Monitor.

H. Respondents shall report to the Interim Monitor in accordance with the requirements of this Order and/or as otherwise provided in any agreement approved by the Commission. The Interim Monitor shall evaluate the reports submitted to the Interim Monitor by each Respondent, and any reports submitted by the Acquirer with respect to the performance of each Respondent's obligations under the Order or the Remedial Agreement(s). Within thirty (30) days from the date the Interim Monitor receives these reports, the Interim Monitor shall report in writing to the Commission concerning performance by each Respondent of its obligations under the Order; *provided, however*, beginning one hundred twenty (120) days after each Respondent has filed its final report pursuant to Paragraph VII.B., and every one hundred twenty (120) days thereafter, the Interim Monitor shall report in writing to the Commission concerning progress by the Acquirer toward:

1. obtaining all of the relevant Product Approvals necessary to manufacture and sell, the Laser Microdissection Products independently of Respondents and;

2. securing sources of supply of the inputs and components for the Laser Microdissection Products from Entities other than Respondents.

I. Respondents may require the Interim Monitor and each of the Interim Monitor's consultants, accountants, attorneys and other representatives and assistants to sign a customary confidentiality agreement; *provided, however,* that such agreement shall not restrict the Interim Monitor from providing any information to the Commission.

J. The Commission may, among other things, require the Interim Monitor and each of the Interim Monitor's consultants, accountants, attorneys and other representatives and assistants to sign an appropriate confidentiality agreement related to Commission materials and information received in connection with the performance of the Interim Monitor's duties.

K. If the Commission determines that the Interim Monitor has ceased to act or failed to act diligently, the Commission may appoint a substitute Interim Monitor in the same manner as provided in this Paragraph.

L. The Commission may on its own initiative, or at the request of the Interim Monitor, issue such additional orders or directions as may be necessary or appropriate to assure compliance with the requirements of the Order.

M. The Interim Monitor appointed pursuant to this Order may be the same Entity appointed as a Divestiture Trustee pursuant to the relevant provisions of this Order.

V.

IT IS FURTHER ORDERED that:

A. If Respondents have not fully complied with the obligations to assign, grant, license, divest, transfer, deliver or otherwise convey the Arcturus Life Sciences Business Assets and grant the Arcturus Life Sciences Business Licenses as required by this Order, the Commission may appoint a trustee ("Divestiture Trustee") to assign, grant, license, divest, transfer, deliver or otherwise convey the assets required to be assigned, granted, licensed, divested, transferred, delivered or otherwise conveyed pursuant to each of the relevant Paragraphs in a manner that satisfies the requirements of each such Paragraph. In the event that the Commission or the Attorney General brings an action pursuant to § 5(*l*) of the Federal Trade Commission Act, 15 U.S.C. § 45(*l*), or any other statute enforced by the Commission, Respondents shall consent to the appointment of a Divestiture Trustee in such action to assign, grant, license, divest, transfer, deliver or otherwise convey the relevant assets. Neither the appointment of a Divestiture Trustee nor a decision not to appoint a Divestiture

Trustee under this Paragraph shall preclude the Commission or the Attorney General from seeking civil penalties or any other relief available to it, including a court-appointed Divestiture Trustee, pursuant to § 5(*l*) of the Federal Trade Commission Act, or any other statute enforced by the Commission, for any failure by Respondents to comply with this Order.

B. The Commission shall select the Divestiture Trustee, subject to the consent of Respondent Danaher, which consent shall not be unreasonably withheld. The Divestiture Trustee shall be an Entity with experience and expertise in acquisitions and divestitures. If Respondent Danaher has not opposed, in writing, including the reasons for opposing, the selection of any proposed Divestiture Trustee within ten (10) days after notice by the staff of the Commission to Respondent Danaher of the identity of any proposed Divestiture Trustee, Respondents shall be deemed to have consented to the selection of the proposed Divestiture Trustee.

C. Not later than ten (10) days after the appointment of a Divestiture Trustee, Respondents shall execute a trust agreement that, subject to the prior approval of the Commission, transfers to the Divestiture Trustee all rights and powers necessary to permit the Divestiture Trustee to effect the divestiture required by this Order.

D. If a Divestiture Trustee is appointed by the Commission or a court pursuant to this Paragraph, Respondents shall consent to the following terms and conditions regarding the Divestiture Trustee's powers, duties, authority, and responsibilities:

1. subject to the prior approval of the Commission, the Divestiture Trustee shall have the exclusive power and authority to assign, grant, license, divest, transfer, deliver or otherwise convey the assets that are required by this Order to be assigned, granted, licensed, divested, transferred, delivered or otherwise conveyed;

2. the Divestiture Trustee shall have one (1) year after the date the Commission approves the trust agreement described herein to accomplish the divestiture, which shall be subject to the prior approval of the Commission. If, however, at the end of the one (1) year period, the Divestiture Trustee has submitted a plan of divestiture or believes that the divestiture can be achieved within a reasonable time, the divestiture period may be extended by the Commission; *provided, however*, the Commission may extend the divestiture period only two (2) times;

3. subject to any demonstrated legally recognized privilege, the Divestiture Trustee shall have full and complete access to the personnel, books, records and facilities related to the relevant assets that are required to be assigned, granted, licensed, divested, delivered or otherwise conveyed by this Order and to any other relevant information, as the Divestiture Trustee may request. Respondents shall develop such financial or other information as the Divestiture Trustee may request and shall cooperate with the Divestiture Trustee. Respondents shall take no action to interfere with or impede the Divestiture Trustee's accomplishment of the divestiture. Any delays in divestiture

caused by Respondents shall extend the time for divestiture under this Paragraph in an amount equal to the delay, as determined by the Commission or, for a court-appointed Divestiture Trustee, by the court;

4. the Divestiture Trustee shall use commercially reasonable efforts to negotiate the most favorable price and terms available in each contract that is submitted to the Commission, subject to Respondents' absolute and unconditional obligation to divest expeditiously and at no minimum price. The divestiture shall be made in the manner and to an Acquirer as required by this Order; *provided, however*, if the Divestiture Trustee receives bona fide offers from more than one acquiring entity, and if the Commission determines to approve more than one such acquiring entity, the Divestiture Trustee shall divest to the acquiring Entity selected by Respondents from among those approved by the Commission; and, *provided further, however*, that Respondents shall select such Entity within five (5) days after receiving notification of the Commission's approval;

5. the Divestiture Trustee shall serve, without bond or other security, at the cost and expense of Respondents, on such reasonable and customary terms and conditions as the Commission or a court may set. The Divestiture Trustee shall have the authority to employ, at the cost and expense of Respondents, such consultants, accountants, attorneys, investment bankers, business brokers, appraisers, and other representatives and assistants as are necessary to carry out the Divestiture Trustee's duties and responsibilities. The Divestiture Trustee shall account for all monies derived from the divestiture and all expenses incurred. After approval by the Commission of the account of the Divestiture Trustee, including fees for the Divestiture Trustee's services, all remaining monies shall be paid at the direction of Respondents, and the Divestiture Trustee's power shall be terminated. The compensation of the Divestiture Trustee shall be based at least in significant part on a commission arrangement contingent on the divestiture of all of the relevant assets that are required to be divested by this Order;

6. Respondents shall indemnify the Divestiture Trustee and hold the Divestiture Trustee harmless against any losses, claims, damages, liabilities, or expenses arising out of, or in connection with, the performance of the Divestiture Trustee's duties, including all reasonable fees of counsel and other expenses incurred in connection with the preparation for, or defense of, any claim, whether or not resulting in any liability, except to the extent that such losses, claims, damages, liabilities, or expenses result from gross negligence, willful or wanton acts, or bad faith by the Divestiture Trustee;

7. the Divestiture Trustee shall have no obligation or authority to operate or maintain the relevant assets required to be divested by this Order; *provided, however,* that the Divestiture Trustee appointed pursuant to this Paragraph may be the same Entity appointed as Interim Monitor pursuant to the relevant provisions of the Order to Maintain Assets in this matter;

8. the Divestiture Trustee shall report in writing to Respondents and to the Commission every sixty (60) days concerning the Divestiture Trustee's efforts to accomplish the divestiture; and

9. Respondents may require the Divestiture Trustee and each of the Divestiture Trustee's consultants, accountants, attorneys and other representatives and assistants to sign a customary confidentiality agreement; *provided, however,* such agreement shall not restrict the Divestiture Trustee from providing any information to the Commission.

E. If the Commission determines that a Divestiture Trustee has ceased to act or failed to act diligently, the Commission may appoint a substitute Divestiture Trustee in the same manner as provided in this Paragraph.

F. The Commission or, in the case of a court-appointed Divestiture Trustee, the court, may on its own initiative or at the request of the Divestiture Trustee issue such additional orders or directions as may be necessary or appropriate to accomplish the divestiture required by this Order.

VI.

IT IS FURTHER ORDERED that, in addition to any other requirements and prohibitions relating to Confidential Business Information in this Order, Respondents shall assure that Respondents' counsel (including in-house counsel under appropriate confidentiality arrangements) shall not retain unredacted copies of documents or other materials provided to an Acquirer or access original documents provided to an Acquirer, except under circumstances where copies of documents are insufficient or otherwise unavailable, and for the following purposes:

A. To assure Respondents' compliance with any Remedial Agreement, this Order, any Law (including, without limitation, any requirement to obtain regulatory licenses or approvals, and rules promulgated by the Commission), any data retention requirement of any applicable Government Entity, or any taxation requirements; or

B. To defend against, respond to, or otherwise participate in any litigation, investigation, audit, process, subpoena or other proceeding relating to the divestiture or any other aspect of the Laser Microdissection Products or assets and businesses associated with those Laser Microdissection Products;

provided, *however*, that Respondents may disclose such information as necessary for the purposes set forth in this Paragraph VI pursuant to an appropriate confidentiality order, agreement or arrangement;

provided further, *however,* that pursuant to this Paragraph VI, Respondents shall: (1) require those who view such unredacted documents or other materials to enter into

confidentiality agreements with the relevant Acquirer (but shall not be deemed to have violated this requirement if such Acquirer withholds such agreement unreasonably); and (2) use best efforts to obtain a protective order to protect the confidentiality of such information during any adjudication.

VII.

IT IS FURTHER ORDERED that:

A. Within five (5) days of the Acquisition, Respondent Danaher shall submit to the Commission a letter certifying the date on which the Acquisition occurred.

B. Within thirty (30) days after the Order Date, and every thirty (30) days thereafter until Respondents have fully complied with the following:

1. Paragraphs II.A , II.B., II.C., II.E., II.G., II.J.; and

2. all of their responsibilities to render transitional services to the Acquirer as provided by this Order and the Remedial Agreement(s);

Respondent Danaher shall submit to the Commission a verified written report setting forth in detail the manner and form in which it intends to comply, is complying, and has complied with this Order. Respondent Danaher shall submit at the same time a copy of its report concerning compliance with this Order to the Interim Monitor, if any Interim Monitor has been appointed. Respondent Danaher shall include in its reports, among other things that are required from time to time, a full description of the efforts being made to comply with the relevant Paragraphs of the Order, including a full description of all substantive contacts or negotiations related to the divestiture of the relevant assets and the identity of all Entities contacted, including copies of all written communications to and from such Entities, all internal memoranda, and all reports and recommendations concerning completing the obligations.

C. One (1) year after the Order Date, annually for the next nine years on the anniversary of the Order Date, and at other times as the Commission may require, Respondent Danaher shall file a verified written report with the Commission setting forth in detail the manner and form in which it has complied and is complying with the Order.

VIII.

IT IS FURTHER ORDERED that Respondent Danaher shall notify the Commission at least thirty (30) days prior to:

A. any proposed dissolution of Respondent Danaher;

B. any proposed acquisition, merger or consolidation of Respondent Danaher; or

C. any other change in Respondent Danaher, including, but not limited to, assignment and the creation or dissolution of subsidiaries, if such change might affect compliance obligations arising out of this Order.

IX.

IT IS FURTHER ORDERED that:

A. Any Remedial Agreement shall be deemed incorporated into this Order.

B. Any failure by Respondents to comply with any term of such Remedial Agreement shall constitute a failure to comply with this Order.

C. Respondents shall include in each Remedial Agreement related to each of the Laser Microdissection Products a specific reference to this Order, the remedial purposes thereof, and provisions to reflect the full scope and breadth of Respondents' obligations to the Acquirer(s) pursuant to this Order.

D. Respondents shall also include in each Remedial Agreement a representation from the Acquirer that such Acquirer shall use commercially reasonable efforts to secure the Product Approval(s) necessary to manufacture, or to have manufactured by a Third Party, Laser Microdissection Products and to have any such manufacture to be independent of Respondents, all as soon as reasonably practicable.

E. Respondents shall not modify or amend any of the terms of any Remedial Agreement without the prior approval of the Commission.

X.

IT IS FURTHER ORDERED that, for purposes of determining or securing compliance with this Order, and subject to any legally recognized privilege, and upon written request and upon five (5) days notice to any Respondent made to its principal United States offices, registered office of its United States subsidiary, or its headquarters address, such Respondent shall, without restraint or interference, permit any duly authorized representative of the Commission:

A. access, during business office hours of such Respondent and in the presence of counsel, to all facilities and access to inspect and copy all books, ledgers, accounts, correspondence, memoranda and all other records and documents in the possession or under the control of such Respondent related to compliance with this Order, which copying services shall be provided by such Respondent at the request of the authorized representative(s) of the Commission and at the expense of the Respondent; and

B. to interview officers, directors, or employees of such Respondent, who may have counsel present, regarding such matters.

XI.

IT IS FURTHER ORDERED that this Order shall terminate on March 16, 2020.

By the Commission.

Donald S. Clark
Secretary

SEAL
ISSUED: March 16, 2010

APPENDIX A

ARCTURUS LIFE SCIENCES BUSINESS PATENTS

	PATENT TITLE	COUNTRY	STATUS	PATENT NO.	APP TYPE	PUBLICATION NO.
1.	Low volume filtration column devices and method of filtering therewith	United States	Issued	7229595	Utility (Regular)	US 2002-0192656 A1
2.	Low volume filtration column devices and method of filtering therewith	United States CIP	Issued	7556733	Continuation in Part (CIP)	US 2006-0037903 A1
3.	Low volume filtration column devices and method of filtering therewith	European	Pending		Nationalized PCT	EP1572318
4.	Low volume filtration column devices and method of filtering therewith	United States CIP	Pending		Continuation in Part (CIP)	US 2003-0069413 A1
5.	Filtration Columns for different vessel sizes and use	European	Pending		Nationalized PCT	EP 1399727 A2
6.	Nucleic acid amplification	United States	Issued	6794141	Utility (Regular)	US 2003-0022194 A1
7.	Nucleic acid amplification	United States			Continuation	Unpublished
8.	3' Biased Microarrays	United States	Filed		Continuation	US 2009-0270271 A1
9.	3' Biased Microarrays	European	Pending		Nationalized PCT	EP1633891
10.	Consumable for laser capture microdissection	Japan	Granted	4125481	Nationalized PCT	JP 2001518615T
11.	Consumable for laser capture microdissection	Hong Kong	Issued		Nationalized PCT	HK 1029623 A1
12.	Consumable for laser capture microdissection	United Kingdom (GB)	Issued	1021700	European Nationalized PCT	EP 1021700 A2
13.	Consumable for laser capture microdissection	European	Issued	1021700	Nationalized PCT	EP 1021700 A2
14.	Consumable for laser capture microdissection	France	Issued	1021700	European Nationalized PCT	EP 1021700 A2
15.	Consumable for laser capture microdissection	Canada	Issued	2306030	Nationalized PCT	CA 2306030 A1
16.	Method of manufacturing consumable for laser capture microdissection	United States	Issued	5985085	Continuation in Part (CIP)	
17.	Consumable for laser capture microdissection	Germany (DE)	Issued	69821508	European Nationalized PCT	EP 1021700 A2

	PATENT TITLE	COUNTRY	STATUS	PATENT NO.	APP TYPE	PUBLICATION NO.
18.	Consumable for laser capture microdissection	United States	Issued	7075640	Continuation in Part (CIP)	US 2001-0038449 A1
19.	Consumable for laser capture microdissection and method of manufacture	United States	Issued	7221447	Divisional 1	US 2006-0148070 A1
20.	Consumable for laser capture microdissection	European	Pending		Divisional 2	EP 1260807 A1
21.	Consumable for laser capture microdissection	European	Pending		Divisional 1	EP 1304556 A2
22.	Consumable for Laser Capture microdissection and method of manufacture thereof	Japan	Published		Divisional 1	2008-157967
23.	Automated microdissection instrument	United States	Pending		Continuation in Part (CIP)	US 2006-0139621 A1
24.	Automated laser capture microdissection	United States	Issued	6690470	Utility (Regular)	
25.	Automated laser capture microdissection	United States	Issued	6870625	Divisional 1	
26.	Automated laser capture microdissection	United States	Issued	7027133	Divisional 2	US 2005-0089949 A1
27.	Automated laser capture microdissection	United States	Issued	7148966	Divisional 3	US 2006-0114456 A1
28.	Apparatus and method for heating microfluidic volumes and moving fluids	United States	Issued	7049558	Utility (Regular)	US 2005-0028587 A1
29.	Broadband energy absorbing film for laser capture microdissection	United States	Issued	6495195	Utility (Regular)	US 2001-0003009 A1
30.	Laser capture microdissection (LCM) extraction device and device carrier and method for Post-LCM fluid processing	European	Pending		Nationalized PCT	EP1279020
31.	Laser capture microdissection (LCM) extraction device and carrier and method for LCM fluid processing	European	Pending		Divisional 1	EP1672349
32.	Laser capture microdissection (LCM) extraction device and device carrier, and method for post-LCM fluid processing	United States	Pending		Utility (Regular)	US 2002-0001837 A1
33.	Interactive and automated tissue image analysis with global training database and variable-abstraction processing in…	Australia	Granted	2003270687	Nationalized PCT	AU 2003270687

	PATENT TITLE	COUNTRY	STATUS	PATENT NO.	APP TYPE	PUBLICATION NO.
34.	Interactive and automated tissue image analysis with global training database and variable-abstraction processing in…	United States	Pending		Utility (Regular)	US 2004-0093166 A1
35.	Interactive and automated tissue image analysis with global training database and variable-abstraction processing in…	European	Pending		Nationalized PCT	EP 1537533
36.	Interactive and automated tissue image analysis with global training database and variable-abstraction processing in…	Canada	Pending		Nationalized PCT	CA 2500805
37.	Fluidic extraction of microdissected samples	United States	Issued	7473401	Continuation	
38.	Fluidic extraction of microdissected samples	Japan	Pending		Nationalized PCT	JP 2002521668T T
39.	Fluidic extraction of microdissected samples	Mexico	Pending		Nationalized PCT	MX PA01000691 A
40.	Laser capture microdissection on inverted polymer films	United States	Issued	7456938	Utility (Regular)	US 2006-0023201 A1
41.	Transfer film for laser microcapture	United States	Issued	6887703	Utility (Regular)	US 2001-0028934 A1
42.	Laser capture microdissection analysis vessel	Canada	Issued	2280087	Nationalized PCT	CA 2280087 A1
43.	Laser capture microdissection analysis vessel	United States	Issued	5859699	Utility (Regular)	
44.	Laser capture microdissection analysis vessel	United States	Issued	6157446	Continuation	
45.	Laser capture microdissection analysis vessel	European	Pending		Nationalized PCT	EP 0974044 A1
46.	Laser microdissection apparatus and method	European	Filed		Utility (Regular)	EP1787101
47.	Laser microdissection apparatus and method	Canada	Filed		Utility (Regular)	CA 2580025
48.	Laser capture microdissection method and apparatus	United States	Pending		Utility (Regular)	US 2006-0087643 A1
49.	Laser capture microdissection apparatus and method		Pending		PCT	WO 2006/031574
50.	Gene expression profiling from FFPE samples	United States	Filed		Continuation	US 2009-0082215 A1

	PATENT TITLE	COUNTRY	STATUS	PATENT NO.	APP TYPE	PUBLICATION NO.
51.	Gene expression profiling from FFPE samples	New Zealand	Granted	539124	Nationalized PCT	
52.	Gene expression profiling from FFPE samples	United States	Issued	7364846	Utility (Regular)	US 2004-0072305 A1
53.	Gene expression profiling from FFPE samples	China	Pending		Nationalized PCT	CN 1714157 A
54.	Gene expression profiling from FFPE samples	Canada	Pending		Nationalized PCT	CA 2500603 A1
55.	Gene expression profiling from FFPE samples	Australia	Pending		Nationalized PCT	AU 2003282608 A1
56.	Gene expression profiling from FFPE samples	European	Pending		Nationalized PCT	EP 1549769 A2
57.	Gene expression profiling from FFPE samples	Mexico	Pending		Nationalized PCT	MX PA05003818
58.	Global linear non-biased nucleic acid amplification	United Kingdom (GB)	Granted	1608784	European Nationalized PCT	
59.	Global linear non-biased nucleic acid amplification	European	Granted	1608784	Nationalized PCT	EP 1608784 A2
60.	Global linear non-biased nucleic acid amplification	France	Granted	1608784	European Nationalized PCT	
61.	Global linear non-biased nucleic acid amplification	Germany (DE)	Granted	60 2004 019 059.4-08	European	
62.	Global linear non-biased nucleic acid amplification	Japan	Pending		Nationalized PCT	JP 2006520603T
63.	Improved nucleic acid ampliflication	Canada	Pending		Nationalized PCT	CA 2477670 A1
64.	Nucleic acid amplification	United States	Pending		Nationalized PCT	US 2006-0246434 A1
65.	Processing technology for LCM samples	United States	Issued	6528248	Utility (Regular)	US 2002-0132222 A1
66.	Laser capture microdissection method and apparatus	Switzerland	Issued	0958491	European Nationalized PCT	EP 0958491
67.	Laser capture microdissection method and apparatus	Italy	Issued	0958491	Utility (Regular)	
68.	Laser capture microdissection method and apparatus	Luxembourg	Issued	0958491	European Nationalized PCT	EP 0958491

	PATENT TITLE	COUNTRY	STATUS	PATENT NO.	APP TYPE	PUBLICATION NO.
69.	Laser capture microdissection method and apparatus	Monaco	Issued	0958491	European Nationalized PCT	EP 0958491
70.	Laser capture microdissection method and apparatus	Ireland	Issued	0958491	European Nationalized PCT	EP 0958491
71.	Laser capture microdissection method and apparatus	France	Issued	0958491	European Nationalized PCT	EP 0958491
72.	Laser capture microdissection method and apparatus	United Kingdom (GB)	Issued	0958491	European Nationalized PCT	
73.	Laser capture microdissection method and apparatus	European	Issued	1288645	Divisional 1	EP 1288645
74.	Laser capture microdissection method and apparatus	Canada	Issued	2279992	Nationalized PCT	CA 2279992
75.	Laser capture microdissection method and apparatus	Japan	Issued	3786711	Nationalized PCT	2001-526795
76.	Laser capture microdissection pressure plate and transfer arm	United States	Issued	6184973	Continuation	
77.	Laser capture microdissection optical system	United States	Issued	6215550	Continuation	
78.	Laser capture microdissection method and apparatus	United States	Issued	6469779	Utility (Regular)	US 2001-0001574 A1
79.	Laser capture microdissection optical system	United States	Issued	6512576	Continuation	
80.	Laser capture microdissection translation stage joystick	United States	Issued	6639657	Continuation	US 2002-0154288 A1
81.	Laser capture microdissection vacuum hold-down	United States	Issued	6697149	Continuation	US 2002-0001074 A1
82.	Laser capture microdissection optical system	United States	Issued	6700653	Divisional 1	US 2003-0058430 A1
83.	Laser capture microdissection vacuum hold-down	United States	Issued	6924889	Divisional 1	US 2004-0106206 A1
84.	Laser capture microdissection method and apparatus	Germany (DE)	Issued	69814041	European Nationalized PCT	
85.	Laser capture microdissection translation stage joystick	United States	Issued	7012676	Divisional 1	US 2004-0027556 A1

APPENDIX B
ARCTURUS LIFE SCIENCES BUSINESS
TRADEMARKS, TRADE NAMES PRODUCT NAMES
DOMAIN NAMES, ACCOUNTS

TRADEMARKS:

1. AUTOPIX
2. CAPSURE
3. IDSTOGENE
4. PARADISE
5. PICOPURE
6. PIXCELL
7. RIBOAMP
8. SYSTEMS FOR MICROGENOMICS
9. VERITAS
10. ARCTURUS & DESIGN
11. ARCTURUS & DESIGN
12. ARCTURUS & DESIGN
13. EXTRACSURE
14. PREPSTRIP
15. MIRACOL

TRADE NAMES:

Arcturus
Arcturus Bioscience
Arcturus Engineering

PRODUCT NAMES:

Veritas XT Microdissection System
Veritas Microdissection System
PixCell® IIe LCM System.
CapSure® LCM Caps
Paradise® Reagent System
Paradise® Whole Transcript RT Reagent System
RiboAmp® RNA Amplification Kit

RiboAmp® OA RNA Amplification Kit
RiboAmp® OA 1 Round RNA Amplification Kit
RiboAmp® HS RNA Amplification Kit
PicoPure® RNA Isolation Kit
PicoPure® DNA Extraction Kit
HistoGene® LCM Immunofluorescence Staining Kit
HistoGene® LCM Frozen Section Staining Kit
Capsure® HS LCM Caps
CapSure® Macro LCM Caps
ExtracSure Sample Extraction Devices
Miracol Purification Columns
Turbo Labeling
PrepStrip Tissue Preparation Strips
Autopix® Micro Dissection System

DOMAIN NAMES; ACCOUNTS:

www.arctur.com
www.arcturuseurope.com
www.arctureurope.com
www.arcturusag.com
www.arcturusbioscience.com
http:www.arcturusbiosciences.com
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NON-PUBLIC

APPENDIX C

LASER MICRODISSECTION PRODUCT CORE EMPLOYEES

[Redacted From the Public Record Version, But Incorporated by Reference]