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To the Honorable Commissioner of Patents and Trademarks, please return the attached original documents or copy thereof.

1. Name of conveying party(ies):

Domain Manufacturing Corporation
3998 Fau Boulevard
Suite 200
Boca Raton, Florida 33431

- Individual(s)
- General Partnership
- Corporation-State **Delaware**
- Other

Additional names(s) of conveying party(ies) Yes No

2. Name and address of receiving party(ies):

Name: **Brooks Automation Inc.**

Internal Address: **15 Elizabeth Drive**

Street Address:

City: **Chelmsford** State: **MA** ZIP: **01824**

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State **Delaware**
- Other

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from Additional name(s) & address(es) Yes N

3. Nature of conveyance:

7-82-99

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: **June 30, 1999**

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,885,552 1,376,959
1,494,080 1,881,249
1,494,079

Additional numbers Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: **Mark S. Leonardo, Esq.**

Internal Address: **Box IP, 18th Floor**

Street Address: **Brown, Rudnick, Freed & Gesmer, PC**

One Financial Center

City: **Boston** State: **MA** ZIP: **02111**

6. Total number of applications and registrations involved:.....

5

7. Total fee (37 CFR 3.41):.....\$ **\$140.00**

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

50-0369

07/23/1999 MTHAI1 00000208 1885552

DO NOT USE THIS SPACE

01 FC:481 40.00 OP
02 FC:482 100.00 OP

140E

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Mark S. Leonardo (41,433)

Name of Person Signing

Signature

July 20, 1999

Date

Total number of pages including cover sheet, attachments, and

8

TRADEMARK ASSIGNMENT

TRADEMARK ASSIGNMENT ("Assignment") effective the 30th day of June, 1999 by DOMAIN MANUFACTURING CORPORATION, a Delaware corporation with its principle place of business in Boca Raton, Florida ("Assignor"), which is a wholly owned subsidiary of Domain Solutions Corporation, a Delaware corporation having a principal place of business in Lexington, Massachusetts, f/k/a BBN/Domain Corporation, owner by assignment from BBN Software Products Corporation, a subsidiary of BBN Corporation, f/k/a Bolt, Beranek & Newman, Inc., and BROOKS AUTOMATION INC., a Delaware corporation having a principal place of business in Chelmsford, Massachusetts ("Assignee").

RECITALS

WHEREAS, Assignor and Assignee are parties to a certain Asset Purchase Agreement dated June 23, 1999, (the "Agreement"), under which Assignor agrees to sell, and Assignee agrees to purchase, certain assets used by Assignor in the design, development, manufacture, marketing, supply, sale and distribution of various software and components relating thereto (the "Business"); and

WHEREAS, included among the assets to be purchased by Assignee are those pending and registered trademarks and all the registration applications and unregistered or common law trademarks, service marks, trade names and logos used by Assignor in connection with the Business as listed on Exhibit A attached hereto (collectively the "Marks"); and

WHEREAS, Assignee is this date purchasing the Business as a going concern subject to and in accordance with the terms of the Agreement.

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

1. Definitions. All terms not otherwise defined in this assignment shall have the same respective meanings ascribed to them in the agreement.
2. Assignment.

Assignor hereby grants, transfers, assigns, sells, conveys and relinquishes exclusively to assignee, its successors and assigns forever, the entire title, right, interest, ownership and all subsidiary rights in and to the Marks, together with the applications for the registrations of and registrations for the Marks, and the good will of the business symbolized by and associated with said Marks and registrations thereof, including, but not limited to, the following:

(a) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Marks or the registrations thereof or such associated goodwill;

(b) the right to secure registrations therein in Assignee's own name and to secure renewals and extension of the registrations and applications for registrations in the United States of America or any other country; and

(c) the right to determine, in Assignee's sole discretion whether or not any registrations or applications for registration of the Marks shall be preserved and maintained or registered.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be executed as a sealed instrument as of the date written below by its officer thereunto duly authorized.

DOMAIN MANUFACTURING CORPORATION

By: David Weigand
Name: DAVID WEIGAND
Title: CHIEF FINANCIAL OFFICER
Date: JUNE 30, 1999

State of ~~Massachusetts~~ ^{Florida})
County of Palm Beach) ss.

Before me personally appeared the above named David Weigand of Domain Manufacturing Corporation, personally known to me and by me personally known to be the person who executed the above instrument, who, being duly sworn, acknowledged the foregoing instrument to be his free act and deed, this 30 day of June 1999.

OFFICIAL NOTARY SEAL
LORI E METCALF
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC706305
MY COMMISSION EXP. JAN. 4, 2002

Lori E Metcalf
Notary Public

My Commission Expires: 01/04/02

"EXHIBIT A"

Trademark	Ser. No./Reg. No.	Status
<u>United States</u>		
MAKING DATA MAKE SENSE	RN 1,885,552	Registered 3/21/95
RS/DISCOVER	RN 1,494,080	Registered 6/28/88
RS/EXPLORE	RN 1,494,079	Registered 6/28/88
RS/1	RN 1,376,959	Registered 1/7/86
WORKMAP	RN 1,881,249	Registered 2/28/95
<u>Argentina</u>		
RS/1	SN 1.796.826	Published 6/10/91 Opposition filed by IBM 7/15/96; Agreement filed 11/1/96
<u>Australia</u>		
CORNERSTONE	RN A605453	Registered 6/24/93
RS/DISCOVER	RN A477580	Registered 12/2/87
RS/EXPLORE	RN A477579	Registered 12/2/87
<u>Austria</u>		
RS/DISCOVER	RN 139,477	Registered 12/27/91
<u>Benelux</u>		
CORNERSTONE	RN 535714	Registered 6/24/93
RS/DISCOVER	RN 440445	Registered 11/24/87
RS/EXPLORE	RN 440444	Registered 11/24/87
RS/1	RN 440443	Registered 11/24/87
<u>Canada</u>		
CORNERSTONE	RN 467308	Registered 12/9/96
RS/DISCOVER	RN 366078	Registered 3/2/90
RS/EXPLORE	RN 367821	Registered 4/20/90
RS/1	RN 367822	Registered 4/20/90
<u>Denmark</u>		
RS/DISCOVER	RN 03.951-1992	Registered 5/8/92

Finland

RS/DISCOVER RN 124005 Registered 1/5/93

France

CORNERSTONE RN 93482801 Registered 9/8/93
RS/DISCOVER RN 1,459,480 Registered 4/8/88
RS/EXPLORE RN 1,459,481 Registered 4/8/88
RS/1 RN 1,459,479 Registered 4/8/88

Germany

CORNERSTONE RN 2,060,269 Registered 3/21/94

United Kingdom

DISCOVER RN 1,327,904 Registered 11/25/87
CORNERSTONE SN 1524002 Published 3/10/99
EXPLORE RN 1,327,905 Registered 11/25/87

Hungary

RS/DISCOVER RN 133761 Registered 6/26/91

Ireland

RS/DISCOVER RN 125909 Registered 12/23/87
RS/EXPLORE RN 125908 Registered 12/23/87

Israel

RS/1 RN 80130 Registered 8/30/94

Italy

CORNERSTONE RN 664682 Registered 12/11/95
RS/DISCOVER RN 513145 Registered 8/4/89

RS/EXPLORE	RN 513143	Registered 8/4/89
RS/1	RN 513144	Registered 8/4/89

Japan

CORNERSTONE	RN 3165182	Registered 6/28/96
RS/EXPLORE	RN 2304309	Registered 3/29/91
RS/EXPLORE	RN 2195728	Registered 2/2/90

South Korea

RS/1	RN 252150	Registered 10/1992
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Malaysia

RS/DISCOVER	RN 91/03745	Registered 7/18/91
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Mexico

RS/1	RN 415785	Registered 6/9/92
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New Zealand

RS/DISCOVER	RN 210920	Registered 6/19/91
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Poland

RS/1	RN R-78.020	Registered 12/23/91
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Spain

RS/1	RN 1646534	Registered 5/25/95
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Singapore

RS/DISCOVER	RN 6032/91	Registered 6/25/91
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Sweden

RS/EXPLORE	RN 221790	Registered 3/15/91
RS/DISCOVER	RN 216980	Registered 5/18/90

Switzerland

RS/DISCOVER
RS/EXPLORE

RN 361969
RN 361970

Registered 8/4/88
Registered 8/4/88

Thailand

RS/DISCOVER

RN 162513

Registered 1/27/92

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