

03-28-2001

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Docket No.:

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14663/1-1

Tab settings

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To the Honorable Commissioner of Patents and Trademarks: Please record and attach original documents or copy thereof.

1. Name of conveying party(ies):
DOMAIN MANUFACTURING CORPORATION
 Subsidiary of Domain Solutions Corporation

3-20-01

Individual(s) Association
 General Partnership Limited 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: _____

Street Address: 15 Elizabeth Drive

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:

Assignment Merger
 Security Agreement Change of Name
 Other _____

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
1,881,249

03-20-2001
U.S. Patent & TMO/TM Mail Rcpt Dt. #01

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: BROWN RUDNICK FREED &
BOX IP, 18th Floor

Street Address: One Financial Center

City: Boston State: MA ZIP: 02111

6. Total number of applications and registrations involved:..... 2

7. Total fee (37 CFR 3.41):.....\$ \$65.00

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
50-0369

DO NOT USE THIS SPACE

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 (Reg. No. 41,433) March 15, 2001
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and

TRADEMARK

REEL: 002258 FRAME: 0986

TRADEMARK ASSIGNMENT

TRADEMARK ASSIGNMENT ("Assignment") effective the 30 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.

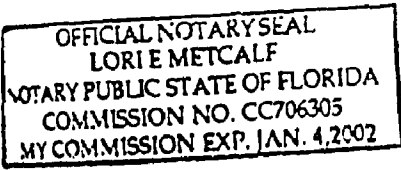
IN WITNESS WHEREOF, the Assignor has caused this Assignment to be executed as a sealed instrument as of the date written below by its officer thereunto duly authorized.

DOMAIN MANUFACTURING CORPORATION

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

State of ^{Florida}~~Massachusetts~~
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.



Lori E Metcalf
Notary Public

My Commission Expires: 1/4/02

"EXHIBIT A"

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