

Docket No.: 14663/61

FORM PTO-1594 (Modified)

RECORDATION FORM COVER SHEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

TRADEMARKS ONLY

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

1. Name of conveying party(ies):
Berkeley Process Control, Inc.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation- California
 Other

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other

Execution Date: June 14, 2002

2. Name and address of receiving party(ies):
Name: Brooks-PRI Automation Inc.
Internal Address:
Street Address: 15 Elizabeth Drive
City: Chelmsford State: MA Zip: 01824

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

If assignee is not domiciled in the United States, a domestic designation is Yes No
(Designations must be a separate document from
Additional name(s) & address(es) Yes No

4. Application number(s) or registration numbers(s):
If this document is being filed together with a new application, the execution date of the application is:

A. Trademark Application No. (s) B. Trademark Registration No.(s)

Please see attached sheet Please see attached sheet

Additional numbers attached? Yes No

5. Name and address of party of whom correspondence concerning document should be mailed:
Name: David Lowry, Esq.
Internal Address: Box IP
Street Address: Brown Rudnick Berlack Israels LLP
One Financial Center
City: Boston, State: MA Zip: 02111

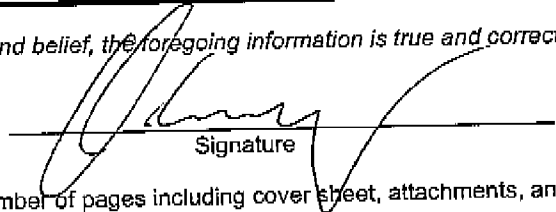
6. Total number of applications and trademarks involved: 10

7. Total fee (37 CFR 3.41):.....\$ 265
 Enclosed - Any excess or insufficiency should be credited or debited to deposit account:
Overpayment or underpayment is
 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.

David D. Lowry 38,538  June 14, 2002
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 12

BERKELEY PROCESS CONTROL, INC.
Patent and Trademark Matters

REGISTERED U.S. TRADEMARKS

1,619,632	10-30-90	BAM
1,617,471	10-16-90	PANELMAKER
2,229,711 (Supp. Register)	3-2-99	MACHINEWORKS
2,206,783	12-1-98	BERKELEY PROCESS CONTROL, INC. & DESIGN
2,263,421	7-20-99	MACHINENET
2,432,348 (Supp. Register)	2-27-01	AUTOCALIBRATION

PENDING U.S. TRADEMARKS

76/264,128	5-29-01	FOUPSERVER
76/264,129	5-29-01	WAFERSERVER
76/264,127	5-29-01	MACHINEWORKS LOGO
78/109,982	2-20-02	SOFT I/O

TRADEMARK AND TRADEMARK APPLICATION SECURITY AGREEMENT

This Trademark and Trademark Application Security Agreement (the "TM Security Agreement") is made as of the 14 day of June, 2002, by Berkeley Process Control, Inc. (hereinafter, the "Borrower"), a California corporation with offices at 1003 Canal Boulevard, Richmond, CA 94804, and Brooks-PRJ Automation, Inc., a Delaware corporation with an address at 15 Elizabeth Drive, Chelmsford, MA 01824 ("Lender").

RECITALS

WHEREAS, pursuant to a Loan Agreement, dated as of even date herewith (as amended from time to time, the "**Loan Agreement**") made between Borrower and the Lender, the Lender has agreed to make certain Loans (as defined in the Loan Agreement, hereinafter, the "**Loans**") available to the Borrower;

WHEREAS, pursuant to the Loan Agreement and a related Security Agreement, dated as of even date therewith, the Borrower has agreed to grant to the Lender a first priority security interest in the Borrower's Collateral (as defined in the Security Agreement) to secure the Obligations (as defined in the Security Agreement) of the Borrower to the Lender;

WHEREAS, as a condition, among others, to the establishment of the credit facilities contemplated by the Loan Agreement, and to further secure the Obligations and to more fully vest the security interest agreed to be granted under the Security Agreement, the Borrower has executed this TM Security Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Borrower and the Lender agree as follows:

1. Terms used herein which are defined in the Loan Agreement or the Security Agreement are used as so defined.
2. To secure the Obligations, the Borrower hereby grants a first priority security interest in favor of, and collaterally assigns to the Lender, with power of sale (which power of sale shall be exercisable only following the occurrence of an Event of Default as defined in the Loan Agreement and referred to herein as a "Trigger Date"), in and to the following and all proceeds thereof:
 - a. All of the Borrower's now owned or existing or hereafter acquired or arising Federal, state, foreign, and common law trademarks, trademark applications, service marks, registered service marks and service mark applications including, without limitation, those listed on **EXHIBIT A** annexed hereto and made a part hereof, together with any business goodwill connected with and symbolized by any such trademarks, trademark applications, service marks, registered service marks, and service mark applications;
 - b. All renewals of any of the foregoing;
 - c. All income, royalties, damages and payments now and hereafter due and/or payable under and with respect to any of the foregoing, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof;

- d. The right to sue for past, present and future infringement and dilution of any of the foregoing; and
- e. All of Borrower's rights corresponding to any of the foregoing throughout the world.

All of the foregoing trademarks, registered trademarks and trademark applications, and service marks, registered service marks and service mark applications described in Subsection 2(a), together with the items respectively described in Subsections 2(b) through and including 2(e) are hereinafter individually and/or collectively referred to as the "Marks".

3. Until this TM Security Agreement is terminated in writing by a duly authorized officer of the Lender, the Borrower shall undertake the following with respect to each Mark:

- a. Pay all renewal fees and other fees and costs associated with maintaining the Marks and with the processing of the Marks.
- b. At the Borrower's sole cost, expense, and risk, pursue the prompt, diligent, processing of each application for registration that is the subject of the security interest created herein and not abandon or delay any such efforts.
- c. At the Borrower's sole cost, expense, and risk, take any and all action that Borrower deems necessary or desirable to protect and maintain the Marks, including, without limitation, the filing of affidavits and renewals for the Marks, and the prosecution and defense of infringement actions.

4. In the event of

- a. the Borrower's failure, within five (5) days of written notice from the Lender, to cure any failure by the Borrower to perform any of the Borrower's obligations set forth in Section 3, above, and/or

- b. the occurrence of the Trigger Date,

the Lender acting in its own name or in that of the Borrower may (but shall not be required to) act in the Borrower's place and stead and/or in the Lender's own right in connection therewith.

5. Borrower represents and warrants that:

- a. **EXHIBIT A** includes all of the Federal registered trademarks, trademark applications, registered service marks and service mark applications now owned by the Borrower.

- b. No liens, claims or security interests have been granted in any Mark by the Borrower to any Person other than to the Lender.

6. In order to further secure the Obligations:

a. The Borrower shall give the Lender written notice (with reasonable detail) within ten (10) days following the occurrence of any of the following:

i. The Borrower obtains rights to, or files applications for registration of, any new trademarks, or service marks, or otherwise acquires ownership of any newly registered trademarks, registered service marks, trademark applications, or service mark applications (other than Borrower's right to sell products containing the trademarks of others in the ordinary course of Borrower's business).

ii. The Borrower becomes entitled to the benefit of any registered trademarks, trademark applications, registered service marks, or service mark applications through licensing or otherwise, whether as licensee or licensor (other than Borrower's right to sell products in containing the trademarks of others' the ordinary course of Borrower's business).

iii. The Borrower enters into any new trademark license agreement or service mark license agreement.

b. The provisions of this TM Security Agreement shall automatically apply to any such additional property or rights described in 6(a), above, all of which shall be deemed to be and treated as "Marks" within the meaning of this TM Security Agreement.

c. The Borrower hereby authorizes the Lender to modify this TM Security Agreement by amending EXHIBIT A to include any future registered trademarks, trademark applications, registered service marks and service mark applications, written notice of which is so given, *provided*, however, the modification of said EXHIBIT shall not be a condition to the creation or perfection of the security interest created hereby.

7. Upon and following the Trigger Date, the Lender may exercise all rights and remedies of a secured party upon default under the Uniform Commercial Code as adopted in Massachusetts, with respect to the Marks and the business goodwill associated with the Marks, in addition to which the Lender, subject to the terms of the Loan Agreement, may sell, license, assign, transfer, or otherwise dispose of the Marks. Any person may conclusively rely upon an affidavit of an officer of the Lender that the Trigger Date has occurred and that the Lender is authorized to exercise such rights and remedies.

8. The Borrower hereby irrevocably constitutes and designates the Lender as and for the Borrower's attorney in fact, effective with and upon the Lender's first exercise (the "First Exercise") of such powers following the occurrence of the Trigger Date:

a. To exercise any of the rights and powers referenced in Section 3, including the right to establish Lender's right as assignee to take action for any of the Marks before the USPTO (or corresponding foreign office) as specified in 37 CFR 3.71 and 3.73.

b. To execute all and singular such instruments, documents, and papers as the Lender determines to be appropriate in connection with the exercise of such rights and remedies and to cause the sale, license, assignment, transfer, or other disposition of the Marks.

The within grant of a power of attorney, being coupled with an interest, shall be irrevocable until the within TM Security Agreement is terminated by a duly authorized officer of the Lender, but shall be exercisable only following the occurrence of the Trigger Date.

9. Any use by the Lender of the Marks as authorized hereunder in connection with the exercise of the Lender's rights and remedies under the within TM Security Agreement and the Loan Agreement shall be coextensive with Borrower's rights thereunder and with respect thereto and without any liability for royalties or other related charges from the Lender to the Borrower. Such use by the Lender shall be permitted only with and upon the First Exercise following the occurrence of the Trigger Date.

10. Lender hereby acknowledges that the Borrower shall continue to have the exclusive right, prior to notice from the Lender following the occurrence of the Trigger Date, to sue for past, present and future infringement or dilution of the Marks including the right to seek injunctions and/or money damages, in an effort by Borrower to protect the Marks against encroachment by third parties; *provided*, however, that Borrower first notifies Lender in writing of its intention to sue for enforcement of the Marks against a particular party. All costs arising in connection with any infringement shall be borne by Borrower.

11. Following the payment and satisfaction of all Obligations, and the termination of any obligation of the Lender to provide loans or financial accommodations under the credit facility contemplated by the Loan Agreement, this TM Security Agreement shall terminate and the Lender shall execute and deliver to Borrower all such instruments as the Borrower reasonably may request to release any encumbrance in favor of the Lender created hereby or pursuant hereto, subject, however, to any disposition thereof which may have been made by Lender pursuant hereto or pursuant to the Loan Agreement.

12. The Borrower shall, at the request of the Lender, do any and all acts and execute any and all documents required by the Lender in connection with the protection, preservation, and enforcement of the Lender's rights hereunder.

13. The Borrower shall, upon demand, reimburse the Lender for all costs and expenses incurred by the Lender in the exercise of any rights hereunder (including, without limitation, reasonable fees and expenses of counsel).

14. Neither anything contained in the within TM Security Agreement or in the Loan Agreement nor any act, omission, or circumstance may be construed as directly or indirectly conveying to the Lender any rights in and to the Marks, which rights are effective except following the occurrence of the Trigger Date (and in such circumstances, only with and upon the First Exercise).

15. This TM Security Agreement is intended to be supplemental of the Security Agreement. All provisions of the Security Agreement shall apply to the Marks and the Lender shall have the same rights with respect to any and all security interests in the Marks granted the Lender to secure the Obligations hereunder as thereunder. In the event of a conflict between this TM Security Agreement and the Security Agreement, the terms of this TM Security Agreement shall control with respect to the Marks and the Security Agreement with respect to all other collateral.

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The within grant of a power of attorney, being coupled with an interest, shall be irrevocable until the within TM Security Agreement is terminated by a duly authorized officer of the Lender, but shall be exercisable only following the occurrence of the Trigger Date.

9. Any use by the Lender of the Marks as authorized hereunder in connection with the exercise of the Lender's rights and remedies under the within TM Security Agreement and the Loan Agreement shall be coextensive with Borrower's rights thereunder and with respect thereto and without any liability for royalties or other related charges from the Lender to the Borrower. Such use by the Lender shall be permitted only with and upon the First Exercise following the occurrence of the Trigger Date.

10. Lender hereby acknowledges that the Borrower shall continue to have the exclusive right, prior to notice from the Lender following the occurrence of the Trigger Date, to sue for past, present and future infringement or dilution of the Marks including the right to seek injunctions and/or money damages, in an effort by Borrower to protect the Marks against encroachment by third parties; *provided*, however, that Borrower first notifies Lender in writing of its intention to sue for enforcement of the Marks against a particular party. All costs arising in connection with any infringement shall be borne by Borrower.

11. Following the payment and satisfaction of all Obligations, and the termination of any obligation of the Lender to provide loans or financial accommodations under the credit facility contemplated by the Loan Agreement, this TM Security Agreement shall terminate and the Lender shall execute and deliver to Borrower all such instruments as the Borrower reasonably may request to release any encumbrance in favor of the Lender created hereby or pursuant hereto, subject, however, to any disposition thereof which may have been made by Lender pursuant hereto or pursuant to the Loan Agreement.

12. The Borrower shall, at the request of the Lender, do any and all acts and execute any and all documents required by the Lender in connection with the protection, preservation, and enforcement of the Lender's rights hereunder.

13. The Borrower shall, upon demand, reimburse the Lender for all costs and expenses incurred by the Lender in the exercise of any rights hereunder (including, without limitation, reasonable fees and expenses of counsel).

14. Neither anything contained in the within TM Security Agreement or in the Loan Agreement nor any act, omission, or circumstance may be construed as directly or indirectly conveying to the Lender any rights in and to the Marks, which rights are effective except following the occurrence of the Trigger Date (and in such circumstances, only with and upon the First Exercise).

15. This TM Security Agreement is intended to be supplemental of the Security Agreement. All provisions of the Security Agreement shall apply to the Marks and the Lender shall have the same rights with respect to any and all security interests in the Marks granted the Lender to secure the Obligations hereunder as thereunder. In the event of a conflict between this TM Security Agreement and the Security Agreement, the terms of this TM Security Agreement shall control with respect to the Marks and the Security Agreement with respect to all other collateral.

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IN WITNESS WHEREOF, the Borrower and the Lender respectively have caused this TM Security Agreement to be executed by officers duly authorized so to do on the date first above written.

BERKELEY PROCESS CONTROL, INC.
(The "Borrower")

BROOKS-PRI AUTOMATION, INC.
("Lender")

By: _____
Print Name: _____
Title: _____

By: _____
Print Name: Ellen B. Richstone
Title: Senior Vice President, Finance
and Administration and Chief
Financial Officer

STATE OF _____
COUNTY OF _____, SS

Then personally appeared before me _____ who acknowledged that such person is the duly authorized _____ of Berkeley Process Control, Inc. and that such person had executed the foregoing instrument on its behalf.

Witness my hand and seal this ___ day of _____, 2002.

Notary Public
My Commission Expires:

THE COMMONWEALTH OF MASSACHUSETTS
COUNTY OF _____, SS

Then personally appeared before me _____ who acknowledged that such person is the duly authorized _____ of Brooks-PRI Automation, Inc. and that such person had executed the foregoing instrument on its behalf.

Witness my hand and seal this ___ day of _____, 2002.

Notary Public
My Commission Expires:

IN WITNESS WHEREOF, the Borrower and the Lender respectively have caused this TM Security Agreement to be executed by officers duly authorized so to do on the date first above written.

BERKELEY PROCESS CONTROL, INC.

BROOKS-PRI AUTOMATION, INC.

(The "Borrower")

("Lender")

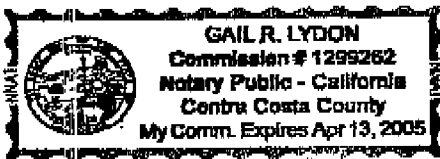
By: [Signature]
Print Name: PAUL SAGUES
Title: President

By: _____
Print Name: Ellen B. Richstone
Title: Senior Vice President, Finance and Administration and Chief Financial Officer

STATE OF CALIFORNIA
COUNTY OF CONTRACOSTA, SS

Then personally appeared before me PAUL SAGUES who acknowledged that such person is the duly authorized PRESIDENT of Berkeley Process Control, Inc. and that such person had executed the foregoing instrument on its behalf.

Witness my hand and seal this 13 day of JUNE, 2002.



[Signature]
Notary Public
My Commission Expires: 4-13-05

THE COMMONWEALTH OF MASSACHUSETTS
COUNTY OF _____, SS

Then personally appeared before me _____ who acknowledged that such person is the duly authorized _____ of Brooks-PRI Automation, Inc. and that such person had executed the foregoing instrument on its behalf.

Witness my hand and seal this ___ day of _____, 2002.

Notary Public
My Commission Expires:

4-2002 FRI 12:12 PM

FAX NO.

P. 06

IN WITNESS WHEREOF, the Borrower and the Lender respectively have caused this TM Security Agreement to be executed by officers duly authorized so to do on the date first above written.

BERKELEY PROCESS CONTROL, INC.
(The "Borrower")

BROOKS-PRI AUTOMATION, INC.
("Lender")

By: _____
Print Name: _____
Title: _____

By: Ellen Richstone
Print Name: Ellen B. Richstone
Title: Senior Vice President, Finance
and Administration and Chief
Financial Officer

STATE OF _____
COUNTY OF _____, SS

Then personally appeared before me _____ who acknowledged that such person is the duly authorized _____ of Berkeley Process Control, Inc. and that such person had executed the foregoing instrument on its behalf.

Witness my hand and seal this ___ day of ___, 2002.

Notary Public
My Commission Expires:

THE COMMONWEALTH OF MASSACHUSETTS
COUNTY OF Middlesex, SS

Then personally appeared before me Ellen Richstone who acknowledged that such person is the duly authorized CFO of Brooks-PRI Automation, Inc. and that such person had executed the foregoing instrument on its behalf.

Witness my hand and seal this 14th day of June, 2002.

Collette Rita Piche
Notary Public
My Commission Expires:
August 22, 2008

EXHIBIT A

Borrower's now owned or existing or hereafter acquired or arising registered service marks and Federal service mark applications, registered trademarks, and Federal trade mark applications:

Trademark/Service Mark Registrations

TRADEMARK REGISTRATION NUMBER	REGISTRATION DATE
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See Attached Schedule

Trademark Applications

MARK	SERIAL NUMBER	FILING DATE
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See Attached Schedule

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BERKELEY PROCESS CONTROL, INC.
Patent and Trademark Matters

REGISTERED U.S. TRADEMARKS

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