

08-08-2002

HEET

Docket No.:

JLY

14663/30



Tab settings → → → ▼

To the Honorable Commissioner of

102181963

the attached original documents or copy thereof.

1. Name of conveying party(ies):

Jenoptik Infab Intrak, Inc.

MRD 8-5-02

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

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

3. Nature of conveyance:

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

Execution Date: **September 30, 1999**

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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,111,201

2,146,652

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 Berlack Israels LLP**

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

08/07/2002 LHMULLER 00000103 500369 2111201

DO NOT USE THIS SPACE

01 FC:481 40.00 CH
02 FC:482 25.00 CH

FINANCE SECTION
AUG 10 2002 11:21 AM
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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)

Name of Person Signing

Signature

7/26/2002

Date

Total number of pages including cover sheet, attachments, and

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TRADEMARK

REEL: 002557 FRAME: 0830

TRADEMARK ASSIGNMENT

TRADEMARK ASSIGNMENT (hereinafter referred to as "Assignment") effective the 30th day of September, 1999 between Jenoptik AG, Meissner + Wurst Zander Holding GmbH, Jenoptik Infab GmbH, Jenoptik Infab KK, Jenoptik Infab PLC, Jenoptik Infab, LTD., Jenoptik GmbH, Meissner + Wurst Us, Inc. and Jenoptik Technologie GmbH (hereinafter collectively referred to as "Assignor") and Brooks Automation, Inc. (hereinafter referred to as "Assignee").

RECITALS

WHEREAS, Assignor and Assignee are this date parties to a certain Master Purchase Agreement (hereinafter referred to as "Agreement"), under which Assignor agrees to sell, and Assignee agrees to purchase, certain assets owned by Assignor (hereinafter referred to as the "Business"); and

WHEREAS, included among the assets to be purchased by Assignee are those trademarks registered and not registered listed on Exhibit A attached hereto 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 (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 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 (but not in Assignor's name) and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all 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.

[REST OF PAGE INTENTIONALLY LEFT BLANK]

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.

JENOPTIK A.G.

BY: *Hilke Wittke*

MEISSNER + WURST ZANDER HOLDING GmbH

BY: *Hilke Wittke*

JENOPTIK INFAB GmbH

BY: *Hilke Wittke*

JENOPTIK INFAB KK

BY: *Hilke Wittke*

JENOPTIK INFAB PLC

BY: *Hilke Wittke*

JENOPTIK INFAB, LTD.

BY: *Hilke Wittke*

MEISSNER + WURST US, INC.

BY: *Hilke Wittke*

JENOPTIK INFAB, INC.

BY: *Hilke Wittke*

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF SUFFOLK

In said County and State, before me this 20th day of September, 1999, personally appeared *von Witzleben*, of Jenoptik AG, Meissner + Wurst Zander Holding GmbH, Jenoptik Infab GmbH, Jenoptik Infab KK, Jenoptik Infab PLC, Jenoptik Infab, LTD., Jenoptik GmbH, Meissner + Wurst Us, Inc. and Jenoptik Technologie GmbH, known to me

Trademark Assignment
Execution Copy

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to be the person whose name is subscribed to the foregoing assignment and he acknowledged that he executed the same as an officer of Jenoptik AG, Jenoptik GmbH and Jenoptik Technologie GmbH as a free act and deed for the purposes therein contained.

Josephine D. Copp

Notary Public

My commission expires: April 26, 2002

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF SUFFOLK

In said County and State, before me this 30th day of September, 1999, personally appeared Dr. Merve Finke, of Jenoptik AG, Jenoptik GmbH and Jenoptik Technologie GmbH, known to me to be the person whose name is subscribed to the foregoing assignment and she acknowledged that she executed the same as an agent of Jenoptik AG, Jenoptik GmbH and Jenoptik Technologie GmbH as a free act and deed for the purposes therein contained.

Josephine D. Copp

Notary Public

My commission expires: April 26, 2002

Acknowledged and agreed to as of this 30th day of September, 1999.

BROOKS AUTOMATION, INC.

By: Ellen B. Richardson

Trademark Assignment
Execution Copy

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TRADEMARK
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Exhibit A

CIMple	ISE 150
Component Framework	ISE 200
Dispatch Manager DM	ISE R
DownTime	JOSIS
E!F	KAMAT
EIF	LowLoad
ERGOSCOPE	MEB
ERGOSPEED	MEB 200
ERGOSPEED 3600	MEB 300
ERGOSPEED 3800	PGV
ERGOSPEED //	ReadPoint
ERUN	ReadPoint 200IR
Equipment Integration Framework	ReadPoint 300RF
Equipment Manager EM	Resource Manager RM
Equipment Server ES	Ridian
FIXLOAD	RuNTime
FLYSWAT	SAC-NT
FREELoad	SmartWire
HyBridge	SPEEDLOAD
HyBridge OC	STACKLOAD
HyBridge SMIF	SWIVELLOAD

INFAB	TelTag
INFAB PGV	WLS
IridNet	WLS 200
ISE	WLS 300

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Execution Copy

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RECORDED: 08/05/2002

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