

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT																																										
NATURE OF CONVEYANCE:	Corrective Assignment to correct the name of the assignor and the address of the assignee previously recorded on Reel 003398 Frame 0246. Assignor(s) hereby confirms the Security Interest.																																										
CONVEYING PARTY DATA																																											
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 30%;">Name</th> <th style="width: 30%;">Formerly</th> <th style="width: 20%;">Execution Date</th> <th style="width: 20%;">Entity Type</th> </tr> <tr> <td>ASYST TECHNOLOGIES, INC.</td> <td></td> <td>07/13/2006</td> <td>CORPORATION: CALIFORNIA</td> </tr> </table>	Name	Formerly	Execution Date	Entity Type	ASYST TECHNOLOGIES, INC.		07/13/2006	CORPORATION: CALIFORNIA																																			
Name	Formerly	Execution Date	Entity Type																																								
ASYST TECHNOLOGIES, INC.		07/13/2006	CORPORATION: CALIFORNIA																																								
RECEIVING PARTY DATA																																											
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">Name:</td> <td>BANK OF AMERICA, N.A., AS ADMINISTRATIVE AGENT</td> </tr> <tr> <td>Street Address:</td> <td>800 Fifth Avenue, Floor 32</td> </tr> <tr> <td>City:</td> <td>Seattle</td> </tr> <tr> <td>State/Country:</td> <td>WASHINGTON</td> </tr> <tr> <td>Postal Code:</td> <td>98104</td> </tr> <tr> <td>Entity Type:</td> <td>NATIONAL BANKING ASSOCIATION:</td> </tr> </table>	Name:	BANK OF AMERICA, N.A., AS ADMINISTRATIVE AGENT	Street Address:	800 Fifth Avenue, Floor 32	City:	Seattle	State/Country:	WASHINGTON	Postal Code:	98104	Entity Type:	NATIONAL BANKING ASSOCIATION:																															
Name:	BANK OF AMERICA, N.A., AS ADMINISTRATIVE AGENT																																										
Street Address:	800 Fifth Avenue, Floor 32																																										
City:	Seattle																																										
State/Country:	WASHINGTON																																										
Postal Code:	98104																																										
Entity Type:	NATIONAL BANKING ASSOCIATION:																																										
PROPERTY NUMBERS Total: 19																																											
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 20%;">Property Type</th> <th style="width: 20%;">Number</th> <th style="width: 60%;">Word Mark</th> </tr> </thead> <tbody> <tr><td>Registration Number:</td><td>2233235</td><td></td></tr> <tr><td>Registration Number:</td><td>2976541</td><td>ADVANTAG</td></tr> <tr><td>Registration Number:</td><td>2246968</td><td>ASYST</td></tr> <tr><td>Registration Number:</td><td>2224970</td><td>ASYST</td></tr> <tr><td>Registration Number:</td><td>2740639</td><td>FASTRACK</td></tr> <tr><td>Registration Number:</td><td>1807129</td><td>FLUOROTRAC</td></tr> <tr><td>Registration Number:</td><td>2686304</td><td>GWGEM</td></tr> <tr><td>Registration Number:</td><td>2778500</td><td>ISOPORT</td></tr> <tr><td>Registration Number:</td><td>2641297</td><td>LINK MANAGER</td></tr> <tr><td>Registration Number:</td><td>2356961</td><td>MANUFACTURING CONNECTIVITY</td></tr> <tr><td>Registration Number:</td><td>2649085</td><td>OBEM XP</td></tr> <tr><td>Registration Number:</td><td>2686305</td><td>SECSIM</td></tr> <tr><td>Registration Number:</td><td>1981046</td><td>SECSIM PRO</td></tr> </tbody> </table>	Property Type	Number	Word Mark	Registration Number:	2233235		Registration Number:	2976541	ADVANTAG	Registration Number:	2246968	ASYST	Registration Number:	2224970	ASYST	Registration Number:	2740639	FASTRACK	Registration Number:	1807129	FLUOROTRAC	Registration Number:	2686304	GWGEM	Registration Number:	2778500	ISOPORT	Registration Number:	2641297	LINK MANAGER	Registration Number:	2356961	MANUFACTURING CONNECTIVITY	Registration Number:	2649085	OBEM XP	Registration Number:	2686305	SECSIM	Registration Number:	1981046	SECSIM PRO	
Property Type	Number	Word Mark																																									
Registration Number:	2233235																																										
Registration Number:	2976541	ADVANTAG																																									
Registration Number:	2246968	ASYST																																									
Registration Number:	2224970	ASYST																																									
Registration Number:	2740639	FASTRACK																																									
Registration Number:	1807129	FLUOROTRAC																																									
Registration Number:	2686304	GWGEM																																									
Registration Number:	2778500	ISOPORT																																									
Registration Number:	2641297	LINK MANAGER																																									
Registration Number:	2356961	MANUFACTURING CONNECTIVITY																																									
Registration Number:	2649085	OBEM XP																																									
Registration Number:	2686305	SECSIM																																									
Registration Number:	1981046	SECSIM PRO																																									

OP \$490.00 2233235

900058946

TRADEMARK
REEL: 003398 FRAME: 0484

Registration Number:	2686319	SECSMON
Registration Number:	2680965	SML
Registration Number:	3030258	SPARTAN
Registration Number:	2764625	VERSAPORT
Registration Number:	2564130	DOMAIN LOGIX
Serial Number:	78344953	INSTATRACK

CORRESPONDENCE DATA

Fax Number: (312)701-7711

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 312-701-7237

Email: cdore@mayerbrownrowe.com

Correspondent Name: Christopher Dore

Address Line 1: 71 S. Wacker Drive

Address Line 2: Mayer Brown Rowe & Maw LLP

Address Line 4: Chicago, ILLINOIS 60606-4637

NAME OF SUBMITTER:	Christopher Dore
Signature:	/Christopher Dore/
Date:	09/27/2006

Total Attachments: 16

source=XScan00179#page1.tif

source=XScan00179#page2.tif

source=XScan00179#page3.tif

source=XScan00179#page4.tif

source=XScan00179#page5.tif

source=XScan00179#page6.tif

source=XScan00179#page7.tif

source=TM#page1.tif

source=TM#page2.tif

source=TM#page3.tif

source=TM#page4.tif

source=TM#page5.tif

source=TM#page6.tif

source=TM#page7.tif

source=TM#page8.tif

source=TM#page9.tif

TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

09/27/2006
900058917

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AYSYST TECHNOLOGIES, INC.		07/13/2006	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	BANK OF AMERICA, N.A., AS ADMINISTRATIVE AGENT		
Street Address:	1		
City:	a		
State/Country:	NEW YORK		
Postal Code:	66666		
Entity Type:	NATIONAL BANKING ASSOCIATION:		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Registration Number:	2233235		
Registration Number:	2976541	ADVANTAG	
Registration Number:	2246968	ASYST	
Registration Number:	2224970	ASYST	
Registration Number:	2740639	FASTRACK	
Registration Number:	1807129	FLUOROTRAC	
Registration Number:	2686304	GWGEM	
Registration Number:	2778500	ISOPORT	
Registration Number:	2641297	LINK MANAGER	
Registration Number:	2356961	MANUFACTURING CONNECTIVITY	
Registration Number:	2649085	OBEM XP	
Registration Number:	2686305	SECSIM	
Registration Number:	1981046	SECSIM PRO	
Registration Number:	2686319	SECSMON	

OP \$490.00 2233235

Registration Number:	2680965	SML
Registration Number:	3030258	SPARTAN
Registration Number:	2764625	VERSAPORT
Registration Number:	2584130	DOMAIN LOGIX
Serial Number:	78344953	INSTATRACK

CORRESPONDENCE DATA

Fax Number: (312)701-7711

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 312-701-7237

Email: cdore@mayerbrownrowe.com

Correspondent Name: Christopher Dore

Address Line 1: 71 S. Wacker Drive

Address Line 2: Mayer Brown Rowe & Maw LLP

Address Line 4: Chicago, ILLINOIS 60606-4637

NAME OF SUBMITTER:	Christopher Dore
Signature:	/Christopher Dore/
Date:	09/27/2006

Total Attachments: 9

source=TM#page1.tif

source=TM#page2.tif

source=TM#page3.tif

source=TM#page4.tif

source=TM#page5.tif

source=TM#page6.tif

source=TM#page7.tif

source=TM#page8.tif

source=TM#page9.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of July 13, 2006 (this "Agreement"), is made by ASYST TECHNOLOGIES, INC. a California corporation (the "Grantor"), in favor of BANK OF AMERICA, N.A., as the administrative agent (together with its successor(s) thereto in such capacity, the "Administrative Agent") for each of the Secured Parties.

W I T N E S S E T H :

WHEREAS, pursuant to a Credit Agreement, dated as of June 22, 2006 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), among the Company, Asyst Japan, Inc., a Japanese corporation ("AJI"), and certain other Subsidiaries of the Company party thereto from time to time (each a "Designated Borrower" and, collectively with the Company and AJI, the "Borrowers"), the Lenders and the Administrative Agent, the Lenders and the L/C Issuer have extended Commitments to make Credit Extensions to the Borrowers; and

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a US Pledge and Security Agreement, dated as of July 13, 2006 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Credit Agreement and pursuant to clause (e) of Section 4.5 of the Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Administrative Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Obligations as set forth in Section 2.2 of the Credit Agreement; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of each Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby grants to the Administrative Agent, for its benefit and the ratable benefit of each other Secured Party, a continuing security interest in all of the Grantor's right, title and interest throughout the world (except Japan and Taiwan), whether now or hereafter existing or acquired by the Grantor, in and to the following (the "Trademark Collateral"):

- (a) (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification

marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office and corresponding offices in other countries of the world (except Japan and Taiwan) or otherwise, and all common-Law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (collectively referred to as "Trademarks"), including those Trademarks referred to in Item A of Schedule I;

(b) all Trademark licenses and other agreements for the grant by or to such Grantor of any right to use any Trademark (each a "Trademark License"), including each Trademark License referred to in Item B of Schedule I;

(c) all of the goodwill of the business connected with the use of, and symbolized by the Trademarks described in clause (a) and, to the extent applicable, clause (b);

(d) the right to sue third parties for past, present and future infringements or dilution of the Trademarks described in clause (a) and, to the extent applicable, clause (b) or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark License; and

(e) all proceeds of, and rights associated with, the foregoing (including Proceeds, licenses, royalties, income, payments, claims, damages and proceeds of infringement suits).

Notwithstanding the foregoing, Trademark Collateral shall not include those items set forth in clauses (i) through (v) of Section 2.1 of the Security Agreement.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Administrative Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world (except Japan and Taiwan). The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent for its benefit and the ratable benefit of each other Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Administrative Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Waiver, etc. The Grantor hereby waives promptness, diligence, notice of acceptance and any other notice with respect to any of the Obligations, this Agreement and the Security Agreement and any requirement that any Secured Party protect, secure, perfect or insure any Lien, or any property subject thereto, or exhaust any right or take any action against any Loan Party or any other Person (including any other Grantor) or entity or any Collateral securing the Obligations, as the case may be. The Grantor waives any rights and defenses that are or may

become available to Grantor by reason of §§ 2787 to 2855, inclusive, and §§ 2899 and 3433 of the California Civil Code. As provided below, this Agreement shall be governed by, and construed in accordance with, the Laws of the State of New York. The foregoing waivers and the provisions hereinafter set forth in this Agreement and the Security Agreement which pertain to California Law are included solely out of an abundance of caution, and shall not be construed to mean that any of the above-referenced provisions of California Law are in any way applicable to this Agreement, the Security Agreement or the Obligations.

SECTION 5. Release of Liens. Upon (i) the Disposition of Trademark Collateral in accordance with the Credit Agreement or (ii) the occurrence of the Termination Date, the security interests granted herein shall automatically terminate with respect to (A) such Trademark Collateral (in the case of clause (i)) or (B) all Trademark Collateral (in the case of clause (ii)). Upon any such Disposition or termination, the Administrative Agent will, at the Grantor's sole expense, release without any representations, warranties or recourse of any kind whatsoever, all Trademark Collateral held by the Administrative Agent hereunder, and execute and deliver to the Grantor such Documents as the Grantor shall reasonably request to evidence such termination.

SECTION 6. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 7. Loan Document. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof, including Article X thereof.

SECTION 8. Governing Law, Entire Agreement, etc. **THIS AGREEMENT WILL BE DEEMED TO BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK.**

SECTION 9. California Judicial Reference. If any action or proceeding is filed in a court of the State of California by or against any party hereto in connection with any of the transactions contemplated by this Agreement, the Security Agreement or any other Loan Document, (a) the court shall, and is hereby directed to, make a general reference pursuant to California Code of Civil Procedure Section 638 to a referee (who shall be a single active or retired judge) to hear and determine all of the issues in such action or proceeding (whether of fact or of Law) and to report a statement of decision, provided that at the option of any party to such proceeding, any such issues pertaining to a "provisional remedy" as defined in California Code of Civil Procedure Section 1281.8 shall be heard and determined by the court; and (b) without limiting the generality of Section 10.04 of the Credit Agreement, the Grantors (including the undersigned), jointly and severally, shall be solely responsible to pay all fees and expenses of any referee appointed in such action or proceeding.

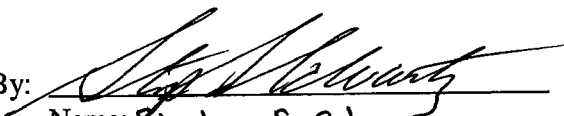
SECTION 10. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or via other electronic means shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 11. ENTIRE AGREEMENT. THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENT AMONG THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS AMONG THE PARTIES.

* * * * *

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by Responsible Officer as of the date first above written.

ASYST TECHNOLOGIES, INC.

By: 
Name: Stephen S. Schwartz
Title: President and Chief Executive Officer

BANK OF AMERICA, N.A.,
as Administrative Agent

By: Ronald R. Parsons

Name:

Title:

RONALD R. PARSONS
Vice President

SCHEDULE I
to US Trademark Security Agreement

Item A. Trademarks

I. Registered Trademarks – United States

Country	Trademark	Registration No.	Registration Date	Owner
United States	A (design only)	2,233,235	March 23, 1999	Asyst Technologies, Inc.
United States	ADVAN TAG	2,976,541	July 26, 2005	Asyst Technologies, Inc.
United States	ASYST	2,246,968	May 25, 1999	Asyst Technologies, Inc.
United States	ASYST (Stylized)	2,224,970	February 23, 1999	Asyst Technologies, Inc.
United States	FASTRACK	2,740,639	July 22, 2003	Asyst Technologies, Inc.
United States	FLUOROTRAC	1,807,129	November 30, 1993	Asyst Technologies, Inc.
United States	GWGEM	2,686,304	February 11, 2003	Asyst Technologies, Inc.
United States	INSTATRAK	78/344,953	December 23, 2003	Asyst Technologies, Inc.
United States	ISOPORT	2,778,500	October 28, 2003	Asyst Technologies, Inc.
United States	LINK MANAGER	2,641,297	October 22, 2002	Asyst Technologies, Inc.
United States	MANUFACTURING CONNECTIVITY	2,356,961	June 13, 2000	Asyst Technologies, Inc.
United States	OBEM XP	2,649,085	November 12, 2002	Asyst Technologies, Inc.
United States	SECSIM	2,686,305	February 11, 2003	Asyst Technologies, Inc.
United States	SECSIM PRO	1,981,046	June 18, 1996	Asyst Technologies, Inc.
United States	SECSMON	2,686,319	February 11, 2003	Asyst Technologies, Inc.
United States	SML	2,680,965	January 28, 2003	Asyst Technologies, Inc.
United States	SPARTAN	3,030,258	December 13, 2005	Asyst Technologies, Inc.
United States	VERSAPORT	2,764,625	September 16, 2003	Asyst Technologies, Inc.
United States	DOMAIN LOGIX	2,564,130		Asyst Technologies, Inc.

II. Pending Trademark Applications – United States

Country	Trademark	Serial No.	Filing Date
N/A	N/A	N/A	N/A

III. Trademark Applications in Preparation

Country	Trademark	Docket No.	Expected Filing Date	Product/Services	Owner
	ASYST			Computer software programs for managing, tracking and controlling semiconductor manufacturing processes Computer software	Asyst Technologies, Inc.

[Signature page to Trademark Security Agreement]

SFODMS/6493173.2

**TRADEMARK
REEL: 003398 FRAME: 0494**

Country	Trademark	Docket No.	Expected Filing Date	Product/Services	Owner
				<p>programs for equipment automation in semiconductor manufacturing facilities</p> <p>Computer software programs for controlling the transfer and storage of material during the manufacture of semiconductors, reticles, and flat panel displays</p> <p>Consultation in the fields of semiconductor manufacturing, manufacturing automation, and cleanroom engineering</p> <p>System design for others in the fields of semiconductor manufacturing, manufacturing automation, and cleanroom engineering.</p>	
	SMART-TAG			Microcomputer for receiving, transmitting and storing information during the manufacture of semiconductor wafers, reticles and flat panel displays.	Asyst Technologies, Inc.

Item B. Trademark Licenses – United States

Country or Territory	Trademark	Licensor	Licensee	Effective Date	Expiration Date
N/A	N/A	N/A	N/A	N/A	N/A