

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GENMARK AUTOMATION		12/21/2007	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK		
Street Address:	3979 FREEDOM CIRCLE, SUITE 600		
City:	SANTA CLARA		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	CHARTERED BANK: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2721511	GENMARK	
Registration Number:	2334176		
Registration Number:	2327592	GPR	
CORRESPONDENCE DATA			
Fax Number:	(404)962-6736		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(404) 885-3038		
Email:	michael.brignati@troutmansanders.com		
Correspondent Name:	MICHAEL J. BRIGNATI, PH.D.		
Address Line 1:	TROUTMAN SANDERS LLP		
Address Line 2:	600 PEACHTREE STREET, N.E.		
Address Line 4:	ATLANTA, GEORGIA 30308-2216		
ATTORNEY DOCKET NUMBER:	220763.000787		
NAME OF SUBMITTER:	Michael J. Brignati, Ph.D.		

OP \$90.00 2721511

Signature:	/Michael J. Brignati 60,890/
Date:	01/11/2008
Total Attachments: 7 source=Genmark IP Security Agreement#page1.tif source=Genmark IP Security Agreement#page2.tif source=Genmark IP Security Agreement#page3.tif source=Genmark IP Security Agreement#page4.tif source=Genmark IP Security Agreement#page5.tif source=Genmark IP Security Agreement#page6.tif source=Genmark IP Security Agreement#page7.tif	

AMENDED AND RESTATED
INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Amended and Restated Intellectual Property Security Agreement is entered into as of December 21, 2007 by and between SILICON VALLEY BANK ("Bank") and GENMARK AUTOMATION ("Grantor").

RECITALS

A. Bank agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated November 28, 2006 (as amended from time to time, the "Prior Loan Agreement").

B. Pursuant to the terms of the Prior Loan Agreement, Grantor granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral pursuant to that certain Intellectual Property Security Agreement by and between Bank and Borrower dated November 28, 2006 (the "Prior IP Agreement").

C. Borrowers have requested, and Bank has agreed to replace, extend, amend and restate the Prior Loan Agreement in its entirety with that certain Amended and Restated Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein but not defined in this Agreement shall have the meanings given to them in the Loan Agreement). Bank is willing to make the Loans to Grantor and extend new financial accommodations to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

D. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral. Borrowers have requested, and Bank has agreed to replace, amend and restate the Prior IP Agreement in its entirety. The parties hereby agree that the Prior IP Agreement is hereby amended and restated in its entirety.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its intellectual property collateral (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto), and including without limitation all proceeds thereof (such as,

by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof (the "Intellectual Property Collateral").

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

As used herein, the following terms shall have the following meanings:

"Copyrights" are all copyright rights, applications or registrations and like protections in each work or authorship or derivative work, whether published or not (whether or not it is a trade secret) now or later existing, created, acquired or held.

"Patents" are patents, patent applications and like protections, including improvements, divisions, continuations, renewals, reissues, extensions and continuations in part of the same.

"Trademarks" are trademark and service mark rights, registered or not, applications to register and registrations and like protections, and the entire goodwill of the business of Grantor connected with the trademarks.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

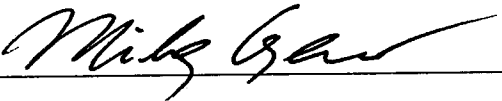
IN WITNESS WHEREOF, the parties have caused this Amended and Restated Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

1201 Cadillac Court
Milpitas, California
Attn: Mila Genov

GENMARK AUTOMATION

By: 


Title: Chairwoman of the Board

BANK:

Address of Bank:

3979 Freedom Circle, Suite 600
Santa Clara, California 95054
Attn: Kadie Bostic

SILICON VALLEY BANK

By:  JEAN LEE

Title: RELATIONSHIP MANAGER

Signature Page to Amended and Restated Intellectual Property Security Agreement

Genmark Automation

SCHEDULE A

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>	<u>Security Interest/ Ownership Issues</u>
Atmospheric robot software	TXu000450005	01/31/1991	
Genus 6000 software	TXu000450011	01/31/1991	
Thermco software	TXu000450010	01/31/1991	
Vacuum robot software	TXu000450004	01/31/1991	

SCHEDULE B

Patents

<u>Title</u>	<u>Patent/Patent Application Number (Publication Number)</u>	<u>Issue/Filing Date</u>	<u>Owner/ Assignee</u>	<u>Security Interest/ Ownership Issues</u>
Integrated substrate handler having pre-aligner and storage pod access mechanism	6,533,521	03/18/2003	Genmark Automation	Subject to a security interest in favor of Silicon Bank executed on 11/28/2006
Robot motion compensation system	6,489,741	12/03/2002	Genmark Automation	Subject to a security interest in favor of Silicon Bank executed on 11/28/2006
Integrated edge gripper	6,435,807	08/20/2002	Genmark Automation	Subject to a security interest in favor of Silicon Bank executed on 11/28/2006
Robot having independent end effector linkage motion	6,297,611	10/02/2001	Genmark Automation	Subject to a security interest in favor of Silicon Bank executed on 11/28/2006
Automated opening and closing of ultra clean storage containers	6,142,722	11/07/2000	Genmark Automation	Subject to a security interest in favor of Silicon Bank executed on 11/28/2006
Dual robotic arm end effectors having independent yaw motion	6,121,743	09/19/2000	Genmark Automation	Subject to a security interest in favor of Silicon Bank executed on 11/28/2006
Tiltable Z-axis platform based on uni-directional tilt platform	6,085,670	07/11/2000	Genmark Automation	Subject to a security interest in favor of Silicon Bank executed on 11/28/2006
Prealigner and planarity teaching station	6,085,125	07/04/2000	Genmark Automation	Subject to a security interest in favor of Silicon Bank executed on 11/28/2006
Robot having multiple degrees of freedom	6,037,733	03/14/2000	Genmark Automation	Subject to a security interest in favor of Silicon Bank executed on 11/28/2006

Robot having multiple degrees of freedom in an isolated environment	5,993,142	11/30/1999	Genmark Automation	Subject to a security interest in favor of Silicon Bank executed on 11/28/2006
Universally tiltable Z axis drive arm	5,954,840	09/21/1999	Genmark Automation	Subject to a security interest in favor of Silicon Bank executed on 11/28/2006
Robotic arm	D409,636	05/11/1999	Genmark Automation	Subject to a security interest in favor of Silicon Bank executed on 11/28/2006
Robotic arm rotation controller	5,839,322	11/24/1998	Genmark Automation	Subject to a security interest in favor of Silicon Bank executed on 11/28/2006
Robot having multiple degrees of freedom	5,789,890	08/04/1998	Genmark Automation	Subject to a security interest in favor of Silicon Bank executed on 11/28/2006
Robotic arm motor stabilizer	5,775,170	07/07/1998	Genmark Automation	Subject to a security interest in favor of Silicon Bank executed on 11/28/2006
Highly stable Z axis drive	5,771,748	06/30/1998	Genmark Automation	Subject to a security interest in favor of Silicon Bank executed on 11/28/2006
Precision arm mechanism	5,064,340	11/12/1991	Genmark Automation	Subject to a security interest in favor of Silicon Bank executed on 11/28/2006
Dual end effector robotic arm	5,007,784	04/16/1991	Genmark Automation	Subject to a security interest in favor of Silicon Bank executed on 11/28/2006

SCHEDULE C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>	<u>Security Interest/ Ownership Issues</u>
GENMARK (Registered)	2721511	06/03/2003	Subject to a security interest in favor of Silicon Bank executed on 11/28/2006
DESIGN ONLY (Registered)	2334176	03/28/2000	Subject to a security interest in favor of Silicon Bank executed on 11/28/2006
GPR (Registered)	2327592	03/14/2000	Subject to a security interest in favor of Silicon Bank executed on 11/28/2006