

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		03/30/2009	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	BFI Business Finance		
Street Address:	851 East Hamilton Avenue, 2nd Floor		
City:	Campbell		
State/Country:	CALIFORNIA		
Postal Code:	95008		
Entity Type:	Bank: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2334176		
Registration Number:	2327592	GPR	
Registration Number:	2721511	GENMARK	
CORRESPONDENCE DATA			
Fax Number:	(202)373-6363		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202-373-6000		
Email:	carrie.sadowski@bingham.com		
Correspondent Name:	Bingham McCutchen LLP		
Address Line 1:	2020 K Street, NW		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20006-1806		
ATTORNEY DOCKET NUMBER:	0000313437		
NAME OF SUBMITTER:	/Carrie Sadowski, IP Manager/		
Signature:	/C.Sadowski on behalf of Pam Martinson/		

CH \$90.00 2334176

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TRADEMARK
REEL: 004021 FRAME: 0696

Date:

07/10/2009

Total Attachments: 10

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is made as of this 30th day of March, 2009 by and between Genmark Automation, a California corporation ("Pledgor") and BFI Business Finance ("Secured Party"), a California corporation.

RECITALS

A. Secured Party has agreed to lend to Pledgor certain funds (the "Loan"), and Pledgor desires to borrow such funds from Secured Party and will be secured in part pursuant to the terms of a Security Agreement, Loan and Security Agreement, and/or Secured Promissory Note executed or to be executed in connection herewith (either, as amended, the "Loan Agreement").

B. In order to induce Secured Party to make the Loan, Pledgor has agreed to grant a security interest in certain intangible property to Secured Party for purposes of securing the obligations of Pledgor to Secured Party.

AGREEMENT

NOW, THEREFORE, the parties hereto agree as follows:

1. Patent Mortgage and Grant of Security Interest. As collateral security for the prompt and complete payment and performance of all of Pledgor's present or future indebtedness, obligation and liabilities to Secured Party, Pledgor hereby transfers, conveys and grants a mortgage to Secured Party, as security, Pledgor's entire right, title and interest in, to and under the following (all of which shall collectively be called the "Collateral"):

a. Any and all copyright rights, copyright application, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

b. Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, or acquired or held;

c. Any and all design rights which may be available to Pledgor now or hereafter existing, created, acquired or held;

d. All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

e. Any trademark and service mark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Pledgor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks").

f. Any and all claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

g. All licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use; and

h. All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Authorization and Request. Pledgor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks record this Agreement.

3. Covenants and Warranties. Pledgor represents, warrants, covenants and agrees as follows:

a. Pledgor is now the sole owner of the Collateral, except for non-exclusive licenses granted by Pledgor to its customers in the ordinary course of business and except for liens, encumbrances or security interests described in Exhibit D attached hereto;

b. Performance of this Agreement does not conflict with or result in a breach of any agreement to which Pledgor is party or by which Pledgor is bound;

c. During the term of this Agreement, Pledgor will not transfer or otherwise encumber any interest in the Collateral, except for non-exclusive licenses granted by Pledgor, copies of which Pledgor will provide from time to time to Secured Party at the request of Secured Party;

d. Each of the Patents is valid and enforceable, and no part of the Collateral has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any part of the Collateral violates the rights of any third party;

e. Pledgor shall promptly advise Secured Party of any material change in the composition of the Collateral, including but not limited to any subsequent ownership right of the Pledgor in or to any Trademark, Patent or Copyright not specified in this Agreement;

f. Pledgor shall (i.) protect, defend and maintain the validity and enforceability of the Trademarks, Patents and Copyrights, (ii.) use its best efforts to detect infringements of the Trademarks, Patents and Copyrights and promptly advise Secured Party in writing of material infringements detected and (iii.) not allow any Trademarks, Patents or Copyrights to be abandoned, forfeited or dedicated to the public without the written consent of Secured Party, which shall not be unreasonably withheld;

g. Pledgor shall not register any maskworks, software, computer programs or other works of authorship subject to United States copyright protection with the United States Copyright Office without first complying with the following: (i) providing Secured Party with at least fifteen (15) days' prior written notice thereof; (ii) providing Secured Party with a copy of the application for any such registration; and (iii) executing and filing such other instruments, and taking such further actions as Secured Party may reasonably request from time to time to perfect or continue the perfection of Secured Party's interest in the Collateral, including without limitation the filing with the United States Copyright Office, simultaneously with the filing by Pledgor of the application for any such registration, of a copy of this Agreement or a Supplement hereto in form acceptable to Secured Party identifying the maskworks, software, computer programs or other works of authorship being registered and confirming the grant of a security interest therein in favor of Secured Party;

h. This Agreement creates, and in the case of after acquired Collateral, this Agreement will create at the time Pledgor first has rights in such after acquired Collateral, in favor of Secured Party a valid and perfected first priority security interest in the Collateral in the United States securing the payment and performance of the obligations evidenced by the Loan Agreement upon making the filings referred to in clause 3.i below;

i. Except for, and upon, the filing with the United States Patent and Trademark office with respect to the Patents and Trademarks necessary to perfect the security interests created hereunder, and, except as has been already made or obtained, no authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body is required either (i.) for the grant by Pledgor of the security interest granted hereby or for the execution, delivery or performance of this Agreement or by Pledgor; or (ii.) for the perfection in the United States or the exercise by Secured Party of its rights and remedies hereunder;

j. All information heretofore, herein or hereafter supplied to Secured Party by or on behalf of Pledgor with respect to the Collateral is accurate and complete in all material respects;

k. Pledgor shall not enter into any agreement that would materially impair or conflict with Pledgor's obligations hereunder without Secured Party's prior written consent. Pledgor shall not permit the inclusion in any contract to which it becomes a party of any provisions that could or might in any way impair or prevent the creation of a security interest in Pledgor's rights and interests in any property included within the definition of the Collateral acquired under such contracts; and

l. Upon any officer of Pledgor obtaining knowledge thereof, Pledgor will promptly notify Secured Party in writing of any event that materially adversely affects the value of any of the Collateral, the ability of Pledgor or Secured Party to dispose of any of the Collateral or the rights and remedies of Secured Party in relation thereto, including the levy of any legal process against any of the Collateral.

4. Secured Party's Rights. Secured Party shall have the right, but not the obligation, to take, at Pledgor's sole expense, any actions that Pledgor is required under this Agreement to take but which Pledgor fails to take, after five (5) days' telephonic or written notice to Pledgor. Pledgor shall reimburse and indemnify Secured Party for all costs and expenses incurred in the reasonable exercise of its rights under this section 4.

5. Inspection Rights. Pledgor hereby grants to Secured Party and its employees, representatives and agents the right to visit, during reasonable hours upon prior reasonable notice to Pledgor, and any of Pledgor's and its subcontractors' plants and facilities that manufacture, install or store products (or that have done so during the prior six-month period) that are sold under any of the Collateral, and to inspect the products and quality control records relating thereto upon reasonable notice to Pledgor and as often as may be reasonably requested; provided, however, nothing herein shall entitle Secured Party to access to Pledgor's trade secrets and other proprietary information.

6. Further Assurances; Attorney in Fact.

a. On a continuing basis, Pledgor will, subject to any prior licenses, encumbrances and restrictions and prospective licenses, make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including, appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademark Office, and take all such action as may reasonably be deemed necessary or advisable, or as requested by Secured Party to carry out the intent and purposes of this Agreement, or for assuring and confirming to Secured Party the grant or perfection of a security interest in all Patents.

b. Pledgor hereby irrevocably appoints Secured Party as Pledgor's attorney-in-fact, with full authority in the place and stead of Pledgor and in the name of Pledgor, Secured Party or otherwise, from time to time in Secured Party's discretion, to take any action and to execute any instrument which Secured Party may deem necessary or advisable to accomplish the purposes of this Agreement, including:

i. To modify in its sole discretion this Agreement without first obtaining Pledgor's approval of or signature to such modification by amending Exhibit A, Exhibit B and Exhibit C thereof, to include reference to any right title or interest in any copyright, patents, or trademarks acquired by Pledgor after the execution hereof or to delete any reference to any right, title, interest in any copyrights, patents, or trademarks in which Pledgor no longer has or claims any right, title or interest; and,

ii. To file, in its sole discretion, one or more UCC financing or continuation statements and amendments thereto, relative to any of the Collateral without the signature of Pledgor where permitted by law.

7. Events of Default. The occurrence of any of the following shall constitute an Event of Default under this Agreement:



a. An Event of Default occurs under the Loan Agreement or any other agreement between Pledgor and Secured Party; or

b. Pledgor breaches any warranty or agreement made by Pledgor in this Agreement.

8. Remedies. Upon the occurrence of an Event of Default, Secured Party shall have the right to exercise all the remedies of a secured party under the California Uniform Commercial Code, including without limitation the right to require Pledgor to assemble the Collateral and to make it available to Secured Party at a place designated by Secured Party. Pledgor will pay any expenses (including attorneys' fees) incurred by Secured Party in connection with the exercise of any of Secured Party's rights hereunder, including without limitation any expense incurred in disposing of the Collateral. All of Secured Party's rights and remedies with respect to the Collateral shall be cumulative.

9. Indemnity. Pledgor agrees to defend, indemnify and hold harmless Secured Party and its officers, employees, and agents against: (a.) all obligations, demands, claims, and liabilities claimed or asserted by any other party in connection with the transactions contemplated by this Agreement, and (b.) all losses or expenses in any way suffered, incurred, or paid by Secured Party as a result of or in any way arising out of, following or consequential to transactions between Secured Party and Pledgor, whether under this Agreement or otherwise (including, without limitation, attorneys' fees and expenses), except for losses arising from or out of Secured Party's gross negligence or willful misconduct.

10. Release. At such time as Pledgor shall completely satisfy all of the obligations secured hereunder, Secured Party shall execute and deliver to Pledgor all deeds, releases and other instruments as may be necessary or proper to revest in Pledgor full title to the property granted hereunder, subject to any disposition thereof which may have been made by Secured Party pursuant hereto.

11. Course of Dealing. No course of dealing, nor any failure to exercise, nor any delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

12. Attorneys' Fees. If any action relating to this Agreement is brought by either party hereto against the other party, the prevailing party shall be entitled to recover reasonable attorneys' fees, costs, and disbursements.

13. Amendments. This Agreement may be amended only by a written instrument signed by both parties hereto.

14. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

15. California Law and Jurisdiction. This Agreement shall be governed by the laws of the State of California, without regard for choice of law provisions. Pledgor and Secured Party consent to the non-exclusive jurisdiction of any state or federal court located in Santa Clara County, California.

[signature page follows]

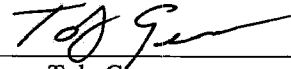
IN WITNESS WHEREOF, the parties hereto have executed this Intellectual Property Security Agreement on the day and year first above written.

Address of Pledgor:

1201 Cadillac Court
Milpitas, California 95035

PLEDGOR:

Genmark Automation



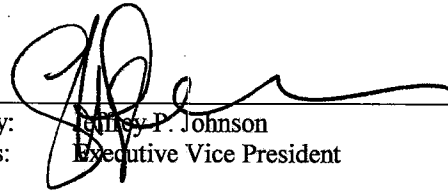
By: Toly Genov
Its: Chief Executive Officer

Address of Secured Party:

851 East Hamilton Avenue, 2nd Floor
Campbell, California 95008

SECURED PARTY:

BFI Business Finance



By: Jeffrey P. Johnson
Its: Executive Vice President

EXHIBIT "A"

COPYRIGHTS

All present and future registered and unregistered copyrights.



EXHIBIT "B"

PATENTS

All present and future registered and unregistered patents, including but not limited to the following:

Patent	Patent, Application or Publication Number	Date
Precision Arm Mechanism	Patent #5,064,340	11/12/1991
Dual End Effector Robotic Arm	Patent #5,007,784	04/16/1991
Universal Tilttable Z Axis Drive Arm	Patent #5,954,840	09/21/1999
Universally Tilttable Z-Axis Drive Arm	Patent #6,059,516	05/09/2000
Universally Tilttable Z Axis Drive Arm [European Patent Convention]	Patent #0918598	04/20/2005
Universally Tilttable Z Axis Drive Arm [Japan]	Patent #4034353	11/02/2007
Universally Tilttable Z Axis Drive Arm [European Patent Convention]	Publication #1529607	05/11/2005
Universally Tilttable Z Axis Drive Arm [France]	Patent #0918598	04/20/2005
Universally Tilttable Z Axis Drive Arm [Switzerland]	Patent #0918598	04/20/2005
Universally Tilttable Z Axis Drive Arm [Liechtenstein]	Patent #0918598	04/20/2005
Universally Tilttable Z Axis Drive Arm [Netherlands]	Patent #0918598	04/20/2005
Universally Tilttable Z Axis Drive Arm [Germany]	Patent #69733069.9	04/20/2005
Universally Tilttable Z Axis Drive Arm [Italy]	Patent #0918598	04/20/2005
Universally Tilttable Z Axis Drive Arm [United Kingdom]	Patent #0918598	04/20/2005
Robotic Arm Motor Stabilizer	Patent #5,775,170	07/07/1998
Robotic Arm Rotation Controller	Patent #5,839,322	11/24/1998
Highly Stable Z Axis Drive	Patent #5,771,748	06/30/1998
Robot Having Multiple Degrees Of Freedom	Patent #5,789,890	08/04/1998
Robot Having Multiple Degrees Of Freedom	Patent #6,037,733	03/14/2000
Robot Having Multiple Degrees Of Freedom [European Patent Convention]	Publication #0888581	01/07/1999
Robot Having Multiple Degrees Of Freedom [Japan]	Application #09-533614	03/18/1997
Dual Robotic Arm End Effectors Having Independent Yaw Motion	Patent #6,121,743	09/19/2000
Robot Having Multiple Degrees Of Freedom [European Patent Convention]	Publication #1152868	11/14/2001
Robot Having Multiple Degrees Of Freedom [Japan]	Publication #02-522238	07/23/2002
Reexamination U.S. Patent No. 5,789,890	Patent #5,789,890	08/04/1998
Reexamination of U.S. Patent No. 6,037,733	Patent #6,037,733	12/02/2008
Robot Having Multiple Degrees Of Freedom [Japan]	Application #2008-308933	03/18/1997
Robot Having Multiple Degrees Of Freedom In An Isolated Environment	Patent #5,993,142	11/30/1999
Robotic Arm	Patent #D409,636	05/11/1999
Prealigner And Planarity Teaching Station	Patent #6,085,125	07/04/2000
Prealigner And Planarity Teaching Station [European Patent Convention]	Patent #1116099	06/18/2008
Prealigner And Planarity Teaching Station [Japan]	Publication #02-514833	05/21/2002
Prealigner And Planarity Teaching Station [Germany]	Patent #1116099	06/18/2008
Prealigner And Planarity Teaching Station [France]	Patent #1116099	06/18/2008
Prealigner And Planarity Teaching Station [United Kingdom]	Patent #1116099	06/18/2008

Prealigner And Planarity Teaching Station [Italy]	Patent #1116099	06/18/2008
Tilttable Z-Axis Platform Based Uni-Directional Tilt Platform	Patent #6,085,670	07/11/2000
Tilttable Z-Axis Platform Based On Uni-Directional Tilt Platform [European Patent Convention]	Publication #1076500	02/21/2001
Automated Opening And Closing Of Ultra Clean Storage Containers	Patent #6,142,722	11/07/2000
Automated Opening And Closing Of Ultra Clean Storage Containers [Japan]	Publication #02-518838	06/25/2002
Automated Opening And Closing Of Ultra Clean Storage Containers [Canada]	Application #2,335,313	06/17/1999
Automated Opening And Closing Of Ultra Clean Storage Containers [Republic of Korea]	Patent #10-641275	10/31/2006
Automated Opening And Closing Of Ultra Clean Storage Containers [European Patent Convention]	Publication #1133440	09/19/2001
Robot Motion Compensation System	Patent #6,489,741	12/03/2002
Robot Motion Compensation System [Japan]	Publication #04-505789	02/26/2004
Robot Motion Compensation System [European Patent Convention]	Publication #1346266	09/24/2003
Robotic Arm [Japan]	Patent #1,065,808	12/24/1999
Robot Having Independent And Effector Linkage Motion	Patent #6,297,611	10/02/2001
Robot Having Independent End Effector Linkage Motion [European Patent Convention]	Patent #1301314	03/21/2007
Robot Having Independent End Effector Linkage Motion. [Japan]	Publication #04-502558	01/29/2004
Robot Having Independent End Effector Linkage Motion [France]	Patent #1301314	03/21/2007
Robot Having Independent End Effector Linkage Motion [Germany]	Patent #1301314	03/21/2007
Robot Having Independent End Effector Linkage Motion [United Kingdom]	Patent #1301314	03/21/2007
Robot Having Independent End Effector Linkage Motion [Italy]	Patent #1301314	03/21/2007
Robot Having Independent End Effector Linkage Motion [Netherlands]	Patent #1301314	03/21/2007
Robot Having Independent End Effector Linkage Motion [Switzerland]	Patent #1301314	03/21/2007
Integrated Edge Gripper	Patent #6,435,807	08/20/2002
Integrated Substrate Handler Having Pre-Aligner and Storage Pod Access Mechanism	Patent #6,533,521	03/18/2003
Integrated Substrate Handler Having Pre-Aligner and Storage Pod Access Mechanism [European Patent Convention]	Publication #1387807	02/11/2004
Integrated Substrate Handler Having Pre-Aligner and Storage Pod Access Mechanism [Japan]	Patent #4177114	08/29/2008
Robot With Belt-Drive System	Publication #US-2008-0121064-A1	05/29/2008
Belt-drive Robot Having Extended Z-Axis Motion	Publication #2008-0041183	02/21/2008
Robot Having Multiple Degrees Of Freedom In An Isolated Environment	Patent #5,993,142	11/30/1999

EXHIBIT "C"

TRADEMARKS

All present and future registered and unregistered trademarks, including but not limited to the following:

Trademark	Registration/Serial/Application	Date
GPR & Design (US)	Reg.# 2334176	03/28/2000
GPR (US)	Reg.# 2327592	03/14/2000
GENMARK (US)	Reg.# 2721511	06/03/2003
GPR (Australia)	Reg.# 755155	02/16/1998
GPR & Design (Australia)	Reg.# 755157	02/16/1998
GPR (PRC)	Reg.# 1294626	07/14/1999
GPR & Design (PRC)	Reg.# 1294627	07/14/1999
GPR (European Community)	Reg.# 000748426	02/17/1998
GPR & Design (European Community)	Reg.# 000748483	02/17/1998
GPR (India)	Reg.# 790724	07/31/2006
GPR & Design (India)	Reg.# 790725	01/29/2007
GPR (Israel)	Reg.# 117905	02/19/1998
GPR & Design (Israel)	Reg.# 117906	02/19/1998
GPR (Israel)	Reg.# 117907	02/19/1998
GPR & Design (Israel)	Reg.# 117908	02/19/1998
GPR (Japan)	Reg.# 4327575	10/22/1999
GPR & Design (Japan)	Reg.# 4327576	10/22/1999
GPR (Republic of Korea)	Reg.# 441814	02/18/1999
GPR & Design (Republic of Korea)	Reg.# 441815	02/18/1999
GPR (Malaysia)	Reg.# 98001801	02/19/1998
GPR & Design (Malaysia)	Reg.# 98/01802	08/19/1997
GPR (Singapore)	Reg.# T98/01361E	08/19/1997
GPR & Design (Singapore)	Reg.# T98/01360E	08/19/1997

EXHIBIT "D"

PERMITTED LIENS

None