

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Asyst Technologies, Inc.		07/29/2009	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	PEER Intellectual Property, Inc.		
Street Address:	72 Victoria Street South, Suite 400		
City:	Kitchener		
State/Country:	CANADA		
Postal Code:	N2G 4YA		
Entity Type:	CORPORATION: CANADA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2686319	SECSMON	
Registration Number:	2686305	SECSIM	
Registration Number:	2649085	OBEM XP	
Registration Number:	2686304	GWGEM	
Registration Number:	1981046	SECSIM PRO	
CORRESPONDENCE DATA			
Fax Number:	(408)749-6901		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	408-749-6900		
Email:	al@mpiplaw.com		
Correspondent Name:	Albert S. Penilla, Esq.		
Address Line 1:	710 Lakeway Drive, Suite 200		
Address Line 4:	Sunnyvale, CALIFORNIA 94085		
ATTORNEY DOCKET NUMBER:	PEER TRADEMARKS		

CH \$140.00 2686319

DOMESTIC REPRESENTATIVE

Name: Martine Penilla & Gencarella, LLP
Address Line 1: 710 Lakeway Drive, Suite 200
Address Line 4: Sunnyvale, CALIFORNIA 94085

NAME OF SUBMITTER:	Albert S. Penilla
Signature:	/Albert Penilla/
Date:	09/08/2010

Total Attachments: 10

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Asyst Technologies, Inc

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

Citizenship (see guidelines) US

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: PEER Intellectual Property, Inc.

Internal _____

Address: _____

Street Address: 72 Victoria Street South, Suite 400

City: Kitchener

State: Ontario

Country: Canada Zip: N2G 4Y9

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship CA
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) April 19, 2002

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

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
A) 76403007; B) 76402141; C) 76331513; D) 76402140; E) 74694136

B. Trademark Registration No.(s)
A) 2686319; B) 2686305; C) 2649085; D) 2686304; E) 1981046

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

A) SECSMON; B) SECSIM; C) OBEM XP; D) GWGEM; E) SECSIM PRO

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Martine Penilla & Gencarella, LLP

Internal Address: _____

Street Address: 710 Lakeway Dr. Suite 200

City: Sunnyvale

State: CA Zip: 94085

Phone Number: 1-408-749-6900

Fax Number: 1-408-749-6901

Email Address: _____

6. Total number of applications and registrations involved:

5

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 100.00

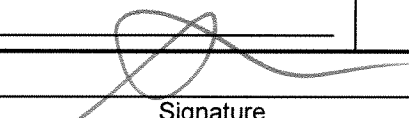
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number 50-0805

Authorized User Name Albert S. Penilla

9. Signature:



Signature

September 8, 2010

Date

Albert S. Penilla, Esq
Name of Person Signing

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

109

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

ASSET PURCHASE AGREEMENT

by and between

ASYST TECHNOLOGIES, INC., AS DEBTOR AND DEBTOR IN POSSESSION

and

THE PEER GROUP INC.

(or one or more of its designated subsidiaries or affiliates)

Dated as of July 29, 2009

ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT, dated as of July 29, 2009, is by and between ASYST TECHNOLOGIES, INC, a California corporation, as debtor and debtor in possession ("Seller") and The PEER Group Inc., an Ontario corporation, or one or more of its designated subsidiaries or affiliates ("Purchaser").

RECITALS

- A. Seller is a provider of automation solutions optimized for customers in the semiconductor, flat panel display and related industries.
- B. On April 20, 2009 Seller filed a voluntary petition ("Petition") for relief under Chapter 11 of the Bankruptcy Code under Case No. 09-43246 in the United States Bankruptcy Court for the Northern District of California, Oakland Division (the "Bankruptcy Court") (the case that has been commenced with the filing of the Petition is referred to herein as the "Bankruptcy Case"). Seller is continuing to operate its business as debtor and debtor in possession pursuant to Sections 1107(a) and 1108 of the Bankruptcy Code.
- C. Seller's direct and indirect Japanese subsidiaries, Asyst Technologies Japan Holding Company, Inc. and Asyst Technologies Japan Inc. (together, the "Japanese Subsidiaries") have each filed on April 20, 2009 a voluntary petition for corporate reorganization (*Kaisha Kosei*) in the Tokyo District Court.
- D. Purchaser desires to purchase certain assets, contracts and properties of Seller related to Seller's software business, commonly referred to as "Connectivity Software Group," which includes standalone software products and related services, that are sold independently of any hardware products (the "Business"), and to assume certain obligations and liabilities of Seller related to such assets, contracts and properties, and Seller desires to sell, assign, transfer, convey and deliver to Purchaser, such assets, contracts and properties together with such obligations and liabilities, all in the manner and subject to the terms and conditions set forth herein and in accordance with Sections 105, 363 and 365 of the Bankruptcy Code.
- E. The Purchased Assets (as defined herein) will be sold pursuant to a Sale Order (as hereinafter defined) of the Bankruptcy Court approving such sale under Section 363 of the Bankruptcy Code, and such Sale Order will include the assumption and assignment of certain executory contracts and liabilities thereunder under Section 365 of the Bankruptcy Code and the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and in reliance upon the representations and warranties contained herein, the parties hereto covenant and agree as follows:

ARTICLE I CERTAIN DEFINITIONS

Section 1.1 Definitions. As used in this Agreement, the following terms have the following meanings: "Accounts Receivable" means all accounts and notes receivable and all claims, including deposits, advances, prepayments, rights under warranties and guaranties, rights in respect of promotional allowances, vendor rebates and other refunds, and the right to receive and retain mail,

“Taxing Authority” means any Governmental Authority exercising any Taxing authority or Tax regulatory authority.

“Trademark Assignment” has the meaning set forth in Section 3.2(j).

“Transaction Allocation Schedule” has the meaning set forth in Section 6.11(h)(ii).

“Transaction Documents” means this Agreement and any other agreements or documents the execution of which are contemplated by this Agreement.

“Transfer Taxes” has the meaning set forth in Section 6.11(f).

“Transition Services” has the meaning set forth in Section 6.4(f).

Section 1.2 Rules of Construction.

(a) Unless the context otherwise requires, as used in this Agreement (i) a term has the meaning assigned to it in this Agreement and (ii) an accounting term not otherwise defined in this Agreement has the meaning assigned to it in accordance with GAAP.

(b) Each of the parties hereto acknowledges that it has been represented by independent counsel of its choice throughout all negotiations that have preceded the execution of this Agreement and that it has executed the same with the advice of said independent counsel. Each party and its counsel cooperated in the drafting and preparation of this Agreement and the documents referred to herein, and any and all drafts relating thereto shall be the work product of the parties and may not be construed against any party by reason of its preparation. Accordingly, any rule of law or any legal decision that would require interpretation of any ambiguities in this Agreement against any party that drafted it is of no application and is hereby expressly waived.

(c) All references in this Agreement to Exhibits, Schedules, Annexes, Articles, Sections, subsections and other subdivisions refer to the corresponding Exhibits, Schedules, Annexes, Articles, Sections, subsections and other subdivisions of this Agreement unless expressly provided otherwise. Titles appearing at the beginning of any Articles, Sections, subsections or other subdivisions of this Agreement are for convenience only, do not constitute any part of such Articles, Sections, subsections or other subdivisions, and shall be disregarded in construing the language contained therein. The words “this Agreement,” “herein,” “hereby,” “hereunder” and “hereof” and words of similar import, refer to this Agreement as a whole and not to any particular subdivision unless expressly so limited. The words “this Section,” “this subsection” and words of similar import, refer only to the Sections or subsections hereof in which such words occur. The word “including” (in its various forms) means “including, without limitation.” Pronouns in masculine, feminine or neuter genders shall be construed to state and include any other gender and words, terms and titles (including terms defined herein) in the singular form shall be construed to include the plural and vice versa, unless the context otherwise expressly requires. Unless the context otherwise requires, all defined terms contained herein shall include the singular and plural and the conjunctive and disjunctive forms of such defined terms.

ARTICLE II THE TRANSACTION

Section 2.1 Purchase and Sale of Assets.

(iv) all Contracts identified on Schedule 2.1(a)(iv) (the “Assigned Contracts”), and all rights and interests of Seller thereunder, including all rights to prepaid deposits, indemnification, exculpation, advancement and reimbursement of expenses;

(v) all material permits, licenses (other than In-Bound IP Licenses but including all licenses to software products and tools, compilers, translators, development tools and similar items which, pursuant and subject to their terms and conditions, can be assigned or transferred by Seller to Purchaser and that would be reasonably required to use, develop, execute, copy, reproduce, perform, make, produce, modify, maintain, sell, market, promote, distribute, transmit and broadcast the Software), agreements, waivers, and authorizations issued by a Governmental Authority or any third party, related to the ownership and use of the Purchased Assets, including those pertaining to the development, maintenance and support of the Purchased Assets (collectively, the “Permits”), to the extent transferable under applicable Law, and all deposits (or other forms of security) and prepaid expenses held by any Person in connection therewith;

(vi) all causes of action, rights of recovery, rights of set-off and rights of recoupment of every kind and nature (whether known or unknown or contingent or non-contingent), in each case directly relating to the Purchased Assets, excluding any causes of action (including any avoidance action) arising under Chapter 5 of the Bankruptcy Code or under similar state or foreign law, or causes of action arising outside the ordinary course of the operation of the Purchased Assets;

(vii) all sales, marketing and promotional literature, customer lists (including all pertinent contact information) and other sales materials, including all presentations, website content, and original design, image and source files in software format, if any, relating primarily to the Software and the Seller Product;

(viii) all Intellectual Property owned by Seller and required to use, develop, execute, copy, reproduce, perform, make, produce, modify, maintain, sell, market, promote, distribute, transmit and broadcast the Software (including all Intellectual Property in and to the Software and the items identified on Schedule 2.1(a)(viii) hereto (“Purchased Intellectual Property”), which Purchased Intellectual Property Purchaser acknowledges, for the avoidance of doubt, is being acquired subject to the Software License;

(ix) to the extent transferable without further consent, all warranties, indemnities or guaranties (and all security therefor) from any third party with respect to any Purchased Asset, other than any such warranties, indemnities or guaranties included in any Contract that is not an Assigned Contract;

(x) all Accounts Receivable as of Closing related to the Software, including those identified on Schedule 2.1(a)(x) hereto and existing as of Closing, and all Accounts Receivable related to the Assigned Contracts existing as of Closing;

(xi) all routing and billing information used in connection with the Purchased Assets, including routing and billing information related to customers under the Assigned Contracts;

as set forth in Seller Disclosure Schedule 4.4(a)(3), to Seller's knowledge, neither Seller nor any other party is in default or otherwise in breach of any Assigned Contract in any material respect that will not be cured pursuant to the provisions of the Sale Order, other than payment of the Final Cure Amounts as set forth in Section 7.2(d). There is no Proceeding pending against Seller involving any Assigned Contract other than the Bankruptcy Case. Subject to entry of the Sale Order, all rights under any Assigned Contract will inure to and be enforceable by Purchaser after the Closing Date without any authorization, approval, permission or license of, or filing with, any other Person.

(b) All Assigned Contracts are in written form. Seller has provided or caused to be provided Purchaser true, correct and complete copies of all Assigned Contracts, in each case together with all amendments, waivers or other changes thereto.

Section 4.5 Litigation; Orders. Except as set forth in Seller Disclosure Schedule 4.5, there are no Proceedings or Orders pending, or to Seller's knowledge threatened, against Seller involving the Purchased Assets or pursuant to which any Purchased Assets are subject, at law or in equity, in the United States or elsewhere, or before or by any Governmental Authority (including any Proceedings with respect to the transactions contemplated by this Agreement), nor are there any Proceedings or Orders pending against or affecting Seller or the Purchased Assets. There is no Proceeding by Seller pending, threatened or contemplated against any Person with respect to the Purchased Assets, other than any avoidance actions under the Bankruptcy Code.

Section 4.6 Compliance with Law. Seller has materially complied with and is in material compliance with, and is not in default in any material respect of, all Laws and Orders of any Governmental Authority applicable to or relating to the Purchased Assets, and Seller has not received any written notice of alleged non-compliance or default with such Laws and Orders. Seller has conducted its export transactions in material compliance with applicable provisions of the United States export control laws and regulations. Seller Disclosure Schedule 4.6 sets forth a list of all Permits necessary for the operation of the Business.

Section 4.7 Intellectual Property.

(a) Seller Disclosure Schedule 4.7(a) sets forth as of the date of this Agreement a list of all registered and applications to register the Purchased Intellectual Property included in the Purchased Assets and owned by or filed on behalf of or in the name of Seller ("Registered Intellectual Property"), including applicable registration information. Seller has not received written notice of any proceedings pending before any court, tribunal (including the United States Patent and Trademark Office or equivalent authority anywhere in the world) challenging the validity or ownership of any such Registered Intellectual Property. No Registered Intellectual Property has expired or been cancelled or abandoned. All necessary documents and certificates in connection with such Registered Intellectual Property have been filed with the relevant patent, copyright, trademark or other authorities in the United States or foreign jurisdictions, as the case may be, for the purposes of perfecting, prosecuting and maintaining such Registered Intellectual Property. Seller Disclosure Schedule 4.7(a) identifies for each item of Registered Intellectual Property all actions required to be taken, or filings required to be made, within the 60-day period following the execution of this Agreement, to perfect, prosecute or maintain the Registered Intellectual Property.

(b) Seller is the sole owner and exclusive beneficial owner of all Purchased Intellectual Property and is a licensee in good standing (i.e, has not received written notice of material breach) of all other Intellectual Property included in the Purchased Assets, including

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly authorized, executed and delivered.

ASYST TECHNOLOGIES, INC., DEBTOR AND
DEBTOR IN POSSESSION

THE PEER GROUP INC.

By: Paula C. LeBore
Name: _____
Title: _____

By: _____
Name: Michael Kropp
Title: Vice President and COO

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly authorized, executed and delivered.

ASYST TECHNOLOGIES, INC., DEBTOR AND
DEBTOR IN POSSESSION

THE PEER GROUP INC.

By: _____
Name: _____
Title: _____

By: Michael Kropp
Name: Michael Kropp
Title: Vice President and COO
July 29, 2009

Item B. Trademarks (Connectivity)

I. Registered Trademarks - United States

Country	Trademark	Serial Number	Registration Date	Owner
United States	GWGEM	2,686,304	February 11, 2003	Asyst Technologies, Inc.
United States	OBEM XP	2,649,083	November 12, 2002	Asyst Technologies, Inc.
United States	SECSIM	2,636,305	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.