### 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
Cyntellect, Inc.		12/30/2011	CORPORATION: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	Brooks Automation, Inc.
Street Address:	15 Elizabeth Drive
City:	Chelmsford
State/Country:	MASSACHUSETTS
Postal Code:	01824
Entity Type:	CORPORATION: DELAWARE

## PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3897896	CELIGO

### **CORRESPONDENCE DATA**

Fax Number: 9783410136

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Phone: (978) 341-0036 Email: trademarks@hbsr.com John L. DuPre' Correspondent Name:

Address Line 1: Hamilton, Brook, Smith & Reynolds, P.C. Address Line 2: 530 Virginia Road, P.O. Box 9133

Address Line 4: Concord, MASSACHUSETTS 01742-9133

ATTORNEY DOCKET NUMBER:	0100.0498-000
NAME OF SUBMITTER:	John L. DuPre'
Signature:	/John L. DuPre'/

REEL: 004821 FRAME: 0735

**TRADEMARK** 

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Date:	07/16/2012
Total Attachments: 3 source=Assignment#page1.tif source=Assignment#page2.tif source=Assignment#page3.tif	

TRADEMARK REEL: 004821 FRAME: 0736

#### TRADEMARK ASSIGNMENT

This Trademark Assignment, dated December 30, 2011, is entered into by Cyntellect, Inc., a Delaware corporation, having a place of business at 6620 Mesa Ridge Road, San Diego, California 92121-2906 (the "Assignor"), for the benefit of Brooks Automation, Inc., a Delaware corporation having a place of business at 15 Elizabeth Drive, Chelmsford, MA 01824 (the "Assignee"). All capitalized terms used in this Trademark Assignment and not defined herein shall have the respective meanings ascribed to such terms in the Asset Purchase Agreement dated as of the date hereof between the Assignee and the Assignor named therein (the "Agreement").

WHEREAS, the Assignee and the Assignor have entered into the Agreement, pursuant to which the Assignor has agreed to sell, transfer, convey, assign and deliver to the Assignee the Acquired Assets, and the Assignee has agreed to assume the Assumed Liabilities; and

WHEREAS, the Assignor has used and is using the trademarks identified on <u>Schedule A</u> and is the owner of the trademark applications and registrations identified on <u>Schedule A</u>, including the goodwill of the Business connected with the use of, and symbolized by, said marks;

NOW, THEREFORE, in consideration of the mutual promises set forth in the Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

- 1. The Assignor hereby assigns to the Assignee the entire right, title and interest in and to the trademark registrations and applications listed on <u>Schedule A</u> and the trademarks which are the subjects thereof, including the goodwill of the Business connected with the use of, and symbolized by, said marks.
- 2. The Assignor further agrees, for itself, and its successors and assigns, to execute such further documents and to perform such further lawful acts as may be reasonably requested by the Assignee to effectuate this Trademark Assignment. If the Assignor fails to timely comply with this Section 2 because it is no longer an operating business or for any other reason (regardless of fault), and the Assignee is therefore unable to secure the Assignor's signature to any document required to file, prosecute, register or memorialize the assignment of any rights under any trademarks applications or registrations as provided under this Agreement, the Assignor hereby irrevocably designates and appoints the Assignee and the Assignee's duly authorized officers and agents as the Assignor's agents and attorneys-in-fact to act for and on the Assignor's behalf and instead of the Assignor to execute such further documents and to perform such further lawful acts to effectuate this Trademark Assignment, all with the same legal force and effect as if executed by the Assignor. The foregoing is deemed a power coupled with an interest and is irrevocable.

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ACTIVEUS 91552761v8

Witness my hand and seal this 35th day of December, 2011.

My commission expires: AUG, 23, 2014

State of CALIFORNIA)

County of AN DIEGO

On this 30<sup>th</sup> day of December 2011, before me, OEA PAZ, NATOLING, personally appeared

SALID ZARRAGIAN

of CYNTECT INC. personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

CYNTELLECT, INC.

## SCHEDULE A

# Trademark Applications and Registrations

# APPLICATIONS

App Number	Filing Date	Trademark	Country
1471307	03/01/10	CELIGO	Canada

# REGISTRATIONS

Trademark	Country	Issue Date	Reg Number	
CELIGO	US	12/28/10	3,897,896	
CELIGO	Australia	07/05/10	1,347,474	
CELIGO	Singapore	07/08/10	T1002383J	
CELIGO	EU	08/10/10	8895336	
CELIGO	India	03/31/11	1927339	
CELIGO	Israel	05/17/11	227,538	
CELIGO	South Korea	08/29/11	40-0878248	
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**RECORDED: 07/16/2012**