

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BROOKS AUTOMATION, INC.	FORMERLY BROOKS-PRI AUTOMATION, INC.	06/04/2008	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	BERKELEY PROCESS CONTROL, INC.		
Street Address:	1003 Canal Boulevard		
City:	Richmond		
State/Country:	CALIFORNIA		
Postal Code:	94804		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78109982	SOFT- I/O	
CORRESPONDENCE DATA			
Fax Number:	7037707901		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	650.233.4510		
Email:	judy.keeley@pillsburylaw.com		
Correspondent Name:	DAVID H. JAFFER		
Address Line 1:	P.O. BOX 10500-IP GROUP		
Address Line 2:	PILLSBURY WINTHROP SHAW PITTMAN LLP		
Address Line 4:	McLean, VIRGINIA 22102		
ATTORNEY DOCKET NUMBER:	095036-0000003		
NAME OF SUBMITTER:	DAVID H. JAFFER/REG. NO. 32,243		
Signature:	/David H. Jaffer/		

CH \$40.00 78109982

Date:

03/21/2013

Total Attachments: 10

source=095036-0000003 (2013-03-21 11-51-57 AM)#page1.tif
source=095036-0000003 (2013-03-21 11-51-57 AM)#page2.tif
source=095036-0000003 (2013-03-21 11-51-57 AM)#page3.tif
source=095036-0000003 (2013-03-21 11-51-57 AM)#page4.tif
source=095036-0000003 (2013-03-21 11-51-57 AM)#page5.tif
source=095036-0000003 (2013-03-21 11-51-57 AM)#page6.tif
source=095036-0000003 (2013-03-21 11-51-57 AM)#page7.tif
source=095036-0000003 (2013-03-21 11-51-57 AM)#page8.tif
source=095036-0000003 (2013-03-21 11-51-57 AM)#page9.tif
source=095036-0000003 (2013-03-21 11-51-57 AM)#page10.tif

TERMINATION AGREEMENT

THIS TERMINATION AGREEMENT (this "Termination Agreement") is dated as of June 4, 2008, by and between BERKELEY PROCESS CONTROL, INC., a California corporation ("**Borrower**"), and BROOKS AUTOMATION, INC., a Delaware corporation, formerly known as Brooks-Pri Automation, Inc. ("**Lender**").

RECITALS

A. Borrower and Lender entered into that certain Loan Agreement dated as of June 14, 2002, as amended by amendments dated September 18, 2002, April 24, 2003 and May 15, 2003 (as amended, the "**Loan Agreement**").

B. Pursuant to the Loan Agreement, Borrower (i) executed and delivered (a) that certain Secured Promissory Note dated June 14, 2002 in the principal amount of \$6,500,000, as amended and restated by that certain Amended and Restated Secured Promissory Note dated May 15, 2003 in the principal amount of \$6,500,000 and (b) Warrants dated June 14, 2002 and September 18, 2002 for 666,666 and 416,667 shares, respectively, of common stock of Borrower, which warrants were subsequently cancelled, and (ii) granted security interests to Lender pursuant to (a) the Security Agreement dated June 14, 2002 between Borrower and Lender, as amended by an amendment dated May 15, 2003, (b) the Patent and Patent Application Security Agreement dated June 14, 2002 between Borrower and Lender, as amended by an amendment dated May 15, 2003, (c) the Trademark and Trademark Application Security Agreement dated June 14, 2002 between Borrower and Lender, as amended by an amendment dated May 15, 2003, (d) the Copyright Security Agreement dated June 14, 2002 between Borrower and Lender, as amended by an amendment dated May 15, 2003 (collectively, the foregoing, together with the Loan Agreement, all agreements, instruments, certificates and other documents and all other amendments, modifications and supplements thereto and to the agreements described in this Recital B, are hereafter referred to as the "**Loan Documents**").

C. The security interests under the Loan Documents were perfected, *inter alia*, by (i) the filing of a UCC-1 financing statements in the Office of the Secretary of State of California on June 14, 2002 under file numbers 0216860425 and 0216860423, (ii) the registration of the Patent and Patent Application Security Agreement dated June 14, 2002 with the United States Patent and Trademark Office on June 14, 2002 under reel and frame numbers 012802 and 0782, respectively, and (iii) the registration of the Trademark and Trademark Application Security Agreement dated June 14, 2002 with the United States Patent and Trademark Office on June 14, 2002 under reel and frame numbers 002489 and 0783, respectively.

D. Borrower and Lender entered into that certain Cooperative Marketing Agreement dated May 15, 2005 (as amended, the "**CMA**").

E. Borrower, Lender and Paul Sagues, concurrently with their execution and delivery of this Termination Agreement, have executed and delivered that certain Settlement Agreement and Mutual Release ("**Settlement Agreement**"), pursuant to which Lender will release all causes of action, damages, claims, liabilities, debts, attorneys' fees, costs and demands of whatever kind or nature, in law or in equity, both known and unknown, whether contingent or fixed, that it has

had in the past or now has against Borrower arising out of, *inter alia*, the Loan Documents and the CMA; and Borrower and Lender desire to satisfy and discharge all obligations and liabilities arising under the Loan Documents and the CMA on the terms and subject to the conditions set forth in this Termination Agreement.

NOW, THEREFORE, in consideration of the mutual promises and agreements hereinafter set forth, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows

1. Waiver. From the date hereof until the date the Loan Documents are terminated under Section 3 hereof, Borrower shall have no obligation to pay any amount or otherwise perform any covenant or other obligation or to discharge any liability arising under or otherwise relating to the Loan Documents, notwithstanding the terms and conditions therein, it being agreed that its sole remaining obligation with respect to the Loan Documents shall be the obligation set forth in Section 2(a) of this Termination Agreement.

2. Payment and Release. Borrower shall pay Lender as a final payment in the amount of \$300,000 in full satisfaction of all obligations and liabilities Borrower may have under the Loan Documents by wire transfer to Citizens Bank Rhode Island, account number 1131037925, ABA wire transfer number 011500120. Borrower shall make such payment within 10 days after Borrower's receipt from Lender of: a) the Settlement Agreement, duly executed by Lender; b) this Termination Agreement, duly executed by Lender; and c) the termination of security interests in intellectual property in the form attached hereto as Exhibit A, duly completed and executed by Lender, which execution shall be notarized by a notary public in the state in which the termination is executed in the form included therein or, if another form is required under the laws of such, in the form so required.

3. Termination of Loan Documents and CMA. Lender hereby agrees that as a result of, and effective immediately upon, the receipt of the consideration set forth in Section 2 hereof, all obligations and liabilities of Borrower under the Loan Documents and the CMA and all liens, encumbrances, and security interests ("*Liens*") in all collateral, including, without limitation, all Liens created by, arising under, or granted to it pursuant to the Loan Documents, shall terminate, cease to exist and be released, all without need for further action on the part of Borrower or Lender.

4. Miscellaneous.

(a) This Termination Agreement, together with the Settlement Agreement, sets forth the entire understanding of the parties hereto and supersedes all prior agreements and understandings between the parties hereto relating to the subject matter hereof. No term or provision of this Termination Agreement may be amended or waived orally, but only by an instrument in writing executed by the parties hereto.

(b) All of the terms and provisions of this Termination Agreement shall be binding upon and inure to the benefit of and be enforceable by the respective successors and assigns of the parties hereto, whether herein so expressed or not. No person other than the parties hereto

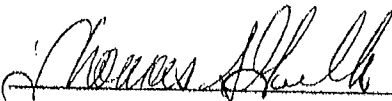
may rely upon any provision of this Termination Agreement or any agreement, instrument, certificate or document executed pursuant to this Termination Agreement.

(c) In any enforcement action related to this Termination Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and legal expenses.

(d) This Termination Agreement may be executed in counterparts, all of which taken together shall constitute one and the same Termination Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Termination Agreement as of the day and year first written above.

BROOKS AUTOMATION, INC.

By: 
Its: SVP, Ben Gould Secretary

BERKELBY PROCESS CONTROL, INC.

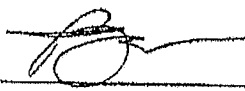
By: 
Its: CHAIRMAN

EXHIBIT A

TERMINATION OF SECURITY INTEREST
IN INTELLECTUAL PROPERTY

THIS TERMINATION OF SECURITY INTEREST is effective June 2, 2008, by and between Brooks Automation, Inc., a Delaware corporation formerly known as Brooks Pri-Automation, Inc. ("Secured Party"), and Berkeley Process Control, Inc. a California corporation with an address at 1003 Canal Boulevard, Richmond, CA 94804, releasing all security interests of Secured Party in the Intellectual Property (as defined below).

WHEREAS, the Secured Party executed a certain Patent and Patent Application Security Agreement on June 14, 2002, which was amended by an amendment dated May 15, 2003 (as amended, the "Patent Security Agreement"), and recorded the Patent Security Agreement on June 14, 2002 in the United States Patent and Trademark Office at Reel 012802, Frame 0782.

WHEREAS, Berkeley Process Control, Inc., executed a certain Trademark and Trademark Application Security Agreement on June 14, 2002, which was amended by an amendment dated May 15, 2003 (as amended, the "Trademark Security Agreement"), and recorded the Trademark Security Agreement on June 14, 2002 in the United States Patent and Trademark Office at Reel 002489, Frame 0783.

WHEREAS, on June 14, 2002, to perfect its security interest under the Patent Security Agreement and the Trademark Security Agreement (collectively, the "Security Agreements") the Secured Party also filed a UCC-1 financing statement under file numbers 021860425 and 0216860423 in the Office of the Secretary of State of the State of California.

WHEREAS, the Security Agreements included reference to, among others, the intellectual property identified in Annex A to this Agreement (the "Intellectual Property");

WHEREAS, the Secured Party desires and is willing to terminate its security interest in the Intellectual Property

NOW, THEREFORE, the Secured Party hereby terminates all of the Secured Party's security interest in the Intellectual Property.

IN WITNESS WHEREOF, Secured Party has caused this Termination of Security Interest In Intellectual Property to be duly executed on the date first mentioned above.

BROOKS AUTOMATION, INC.

By Thomas S. Gilk
Its SVP, Gen Counsel & Secretary

COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF Middlesex) ss

On this 9th day of JUNE 2008 before me Collette Rita Piche a Notary Public, do hereby certify that THOMAS S. GILK in his capacity as SVP GEN COUNSEL of Brooks Automation, Inc., a Delaware corporation, appeared before me this day in person and acknowledged that he signed, sealed and delivered said instrument as his free and voluntary act and deed for the uses and purposes therein set forth and in his capacity as SVP GEN COUNSEL of Brooks Automation, Inc., a Delaware corporation.

Collette Rita Piche
Notary Public
Commission expires
January 30, 2015

Agreed to and acknowledged by
the undersigned, duly authorized officer:

Berkeley Process Control, Inc.

Richard Nervik
By: Richard Nervik,
Title: Chief Financial Officer.

Termination of Security Interest
In Intellectual Property

ANNEX A

BERKELEY PROCESS CONTROL, INC.
 PATENT AND TRADEMARK MATTERS

ISSUED U.S. PATENTS

<u>Patent Number</u>	<u>Issued</u>	<u>Title</u>
4,639,884	1-27-87	METHOD AND APPARATUS FOR MEASURING VELOCITY AND POSITION IN SERVO SYSTEMS (Sagues)
5,062,064	10-29-91	IMPROVED METHOD AND APPARATUS FOR MEASURING VELOCITY IN SERVO SYSTEMS (Sagues, Muhr)
5,410,373	4-25-95	CHASSIS ASSEMBLY WITH MEANS FOR MOUNTING WITHIN THIN WALL OPENING (Sagues, Kraft)
6,275,742	8-14-01	WAFER ALIGNER SYSTEM (Sagues, Gaudio, Wong)
6,075,334	6-13-00	AUTOMATIC CALIBRATION SYSTEM FOR WAFER TRANSFER ROBOT (Sagues, Peurach, Aggarwal)
D428,006	7-11-00	MULTI-AXIS MOTION CONTROLLER (Sagues, Harding, Hunger)
6,242,879	6-5-01	TOUCH CALIBRATION SYSTEM FOR WAFER TRANSFER (Sagues, Wiggers, Kraft)
6,323,616	11-27-01	SELF-TEACHING ROBOTIC WAFER HANDLING APPARATUS (Sagues, Wiggers, Aggarwal, D'Souza, Harding)
6,304,051	10-16-01	SELF-TEACHING ROBOTIC CARRIER HANDLING APPARATUS (Sagues, Wiggers, Harding, Aggarwal)

PENDING PATENT APPLICATIONS

<u>Serial Number</u>	<u>Filed</u>	<u>Title</u>
10/071,870	2-11-02	CONFIGURABLE, CONNECTORIZED INPUT/OUT SYSTEM (Sagues, Pourach, Woods)
60/350,592	1-18-02	HIGH SPEED TRANSFER TAKE-UP (Angold, Burns)

FOREIGN PATENTS

<u>Patent Number</u>	<u>Country and Date Issued</u>	<u>Title</u>
0157191	EPO 3-13-00	METHOD AND APPARATUS FOR MEASURING VELOCITY AND POSITION IN SERVO SYSTEMS
2,661,896	JAPAN 6-13-97	METHOD AND APPARATUS FOR MEASURING VELOCITY AND POSITION IN SERVO SYSTEMS
0415402	EPO 5-27-92	IMPROVED METHOD AND APPARATUS FOR MEASURING VELOCITY AND POSITION IN SERVO SYSTEMS

PENDING FOREIGN PATENT APPLICATIONS

<u>Application Number</u>	<u>Country and Date Filed</u>	<u>Title</u>
228,498/90	JAPAN 8-31-00	IMPROVED METHOD AND APPARATUS FOR MEASURING VELOCITY AND POSITION IN SERVO SYSTEMS
00107200.8	EPO 4-12-00	WAFER ALIGNER SYSTEM
00105965.8	EPO 4-24-00	AUTOMATIC CALIBRATION SYSTEM FOR WAFER TRANSFER ROBOT
108,833/2000	JAPAN 4-11-00	AUTOMATIC CALIBRATION SYSTEM FOR WAFER TRANSFER ROBOT
Unknown.	CANADA (unknown)	AUTOMATIC CALIBRATION SYSTEM FOR WAFER TRANSFER ROBOT
228,498/90	8-31-00	IMPROVED METHOD AND APPARATUS FOR MEASURING VELOCITY AND POSITION IN SERVO SYSTEMS

PENDING FOREIGN PATENT APPLICATIONS
(CONTINUED)

<u>Application Number</u>	<u>Country and Date Filed</u>	<u>Title</u>
PCT/US01/07836	PCT	TOUCH CALIBRATION SYSTEM FOR WAFER
PCT/US01/13972	PCT	SELF TEACHING ROBOTIC WAFER HANDLING SYSTEM
PCT/US01/17576	PCT	SELF TEACHING ROBOTIC CARRIER HANDLING SYSTEM
PCT/US02/04052	PCT	CONFIGURABLE, CONNECTORIZED INPUT/OUT SYSTEMS

REGISTERED U.S. TRADEMARKS

1,619,632	10-30-90	BAM
1,617,471	10-16-90	PANELMAKER
2,229,711	3-2-99	MACHINEWORKS
2,206,783	12-1-98	BERKELEY PROCESS CONTROL, INC. & DESIGN
2,263,421	7-20-99	MACHINENET
2,432,348	2-27-01	AUTOCALIBRATION

PENDING U.S. TRADEMARKS

76/264,128	5-29-01	FOUPSERVER
76/264,129	5-29-01	WAFERSERVER
76/264,127	5-29-01	MACHINEWORKS LOGO
78/109,982	2-20-02	SOFT I/O

Termination of Security Interest
In Intellectual Property