

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MatriCal, Inc.		07/22/2013	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: 18

Property Type	Number	Word Mark
Registration Number:	4255395	FLEXBENCH
Registration Number:	3213156	MATRISCAN
Registration Number:	3055020	MATRIPLATE
Registration Number:	3092853	MATRICUTTER
Registration Number:	3100384	MATRICYCLER
Registration Number:	3327729	MACCS
Registration Number:	3341899	MATRIPICK
Registration Number:	3309708	MATRIMINISTORE
Registration Number:	3213157	MATRIPRESS
Registration Number:	3215551	MATRISTORE
Registration Number:	3845140	SCAN X 2D
Registration Number:	3845116	LID X
Registration Number:	3845115	LABEL X 2D
Registration Number:	3845109	ATTA LEAF CUTTER

OP \$465.00 4255395

Registration Number:	3480232	MATRIMIX
Registration Number:	3400998	MATRICAL
Registration Number:	3412241	NITROSTORE
Serial Number:	77260374	CUEXPRESS

CORRESPONDENCE DATA

Fax Number:

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

Phone: 312-258-5631

Email: aweiss@schiffhardin.com

Correspondent Name: Adam S. Weiss c/o Schiff Hardin LLP

Address Line 1: 233 South Wacker Driver, Suite 6600

Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	42738-0001
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NAME OF SUBMITTER:	Adam S. Weiss
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Signature:	/Adam S. Weiss/
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Date:	08/14/2013
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Total Attachments: 7

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ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS

WHEREAS, MatriCal, Inc., a Delaware corporation ("Assignor"), and Brooks Automation, Inc., a Delaware corporation ("Assignee") have entered into an Asset Purchase Agreement dated as of July 22, 2013 (the "Agreement"); and

WHEREAS, under the Agreement, Assignee agreed to purchase substantially all of the assets of Assignor used or held for use in the operation of the Business (as that term is defined in the Agreement) of Assignor; and

WHEREAS, in conducting the Business, Assignor has acquired an interest in certain intellectual property assets to be transferred to Assignee; and

WHEREAS, Assignor is the owner of all right, title and interest in and to various United States federal and state trademark and service mark registrations and applications therefor that relate to Assignor or the Business (collectively, the "Trademarks"), including, but not limited to, the federal and state trademark registrations and applications listed in Schedule A; and

WHEREAS, Assignor is the owner of all right, title and interest in and to various foreign and domestic ideas, inventions, patents and utility models and applications therefor that relate to Assignor or the Business, including the patents and utility models and applications therefor listed in Schedule A hereto, and all reissues, divisions, continuations, continuations-in-parts, extensions, and reexaminations thereof or thereon (collectively, the "Patents");

WHEREAS, Assignor is the owner of certain right, title and interest in and to various copyrights, trade dress, know-how, trade secrets, unregistered trademarks, service marks and tradenames, and other similar proprietary rights relating to Assignor or the Business and required to be transferred under the Agreement (collectively, the "Other IP Assets"), including the unregistered trademarks, tradenames and domain names set forth on Schedule A; and

WHEREAS, Assignee is desirous of acquiring all of Assignor's right, title and interest in and to all of the Trademarks, Patents and Other IP Assets (collectively, the "ASSETS"), and Assignor has promised, in the Agreement, to cause the same to be assigned; and

NOW, THEREFORE, for ten dollars (US \$10.00) and other valuable and legally sufficient consideration, including the consideration set forth in the Agreement, acknowledged by the Assignor to have been received in full:

1. The Assignor does hereby sell, convey, assign and transfer to Assignee its entire right, title and interest in, to and under all ASSETS together with the goodwill of the Business symbolized by such ASSETS, together with all rights and privileges granted and secured thereby, including the full right to sue for past, present or future infringement of such ASSETS, these rights to be held and enjoyed by the Assignee as fully and entirely as the same would have been held and enjoyed by said Assignor if this Assignment and sale had not been made.

2. The Assignor hereby covenants that it has full right to convey the entire interest herein assigned.

3. The Assignor hereby covenants and agrees that it will execute and deliver, or cause to be executed and delivered, such other instruments of conveyance, assignment, transfer and delivery, including any country-specific assignments necessary to record transfer of title, and will take such other actions, as Assignee may reasonably request in order to more effectively transfer, convey, assign and deliver to Assignee any of the ASSETS, or to enable Assignee to exercise and enjoy all rights and benefits of the Assignor with respect thereto. The expense incurred by Assignor in providing such cooperation shall be paid for by the Assignee except as otherwise provided in the Agreement.

4. The terms and covenants of this Assignment shall inure to the benefit of the Assignee, its successors and assigns and other legal representatives, and shall be binding upon the Assignor, its successors and assigns and other legal representatives.

5. The Assignor hereby warrants and represents that it has not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

6. The Assignor hereby requests that the appropriate patent, trademark or other government offices record this Assignment and issue a new certificate of registration in the Assignee's name.

7. This Assignment may be signed in any number of counterparts and the signatures delivered by telecopy, each of which shall be an original, with the same effect as if the signatures were upon the same instrument and delivered in person.

8. This Assignment Of Intellectual Property Assets does not (i) convey any rights of Assignor other than those required to be transferred under the Agreement, (ii) create any obligations for Assignor in addition to those provided under the Agreement, or (iii) relieve Assignor of any obligations under the Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. NEXT PAGE IS THE SIGNATURE PAGE]

SCHEDULE A**Patents, Trademarks and other IP**1. Patents & Patent Applications

The following patents are the property of Kevin Oldenburg, who will assign them to MatriCal, Inc. before the Closing Date.

Patent/PCT/Application# /Trademark	Jurisdiction	Due Dates
6,640,891	US	
7,025,120	US	11 Oct 2013
60029256.8 (related to 7,025,120)	Germany	18 Oct 2013
1315566 (related to 7,025,120)	Europe (France, United Kingdom, Switzerland)	18 Oct 2013
1472469	Europe (France, UK)	
60341006	Germany	
7,614,444	US	
1514601/2/3	Europe (France, Germany, UK)	
10175844.9	Europe	9/23/13
7,373,968	US	
App#13/738,812	US	
S/N 1300396.7	UK	
App#10 2013 1000 261.7	Germany	
S/N N2010117	The Netherlands	

An assignment of Application No. 12/171,984 to MatriCal, Inc. was not recorded. On September 22, 2008, MatriCal, Inc. submitted a Petition to the Commissioner for Patent to allow MatriCal, Inc. to assume patent rights of former employee Robert Weeks. However, Robert Weeks and MatriCal, Inc. entered into an Employee Agreement dated August 15, 2005, pursuant to which Mr. Weeks agreed to assign the patent to MatriCal, Inc.

2. Trade names

Matrical
 MatriCal
 Matrical, Inc.
 MatriCal, Inc.
 Matrical Bioscience
 Matrical GmbH
 Matrical EU
 MatriCal EU
 Matrical International, Inc.
 Matrical International

3. Unregistered Trademarks/Service Marks

PlantTrak Hx, Sx, Mx, Lx

4. Registered Trademarks/Service Marks

Serial Number	Reg. Number	Word Mark	Check Status	Live/Dead	
1	85577444	4255395	FLEXBENCH	TSDR	LIVE
2	78874337	3213156	MATRISCAN	TSDR	LIVE
3	78564851	3055020	MATRIPLATE	TSDR	LIVE
4	78626969	3092853	MATRICUTTER	TSDR	LIVE
5	78582745	3100384	MATRICYCLER	TSDR	LIVE
6	78875467	3327729	MACCS	TSDR	LIVE
7	78875460	3341899	MATRIPICK	TSDR	LIVE
8	78874408	3309708	MATRIMINISTORE	TSDR	LIVE
9	78874355	3213157	MATRIPRESS	TSDR	LIVE
10	78872494	3215551	MATRISTORE	TSDR	LIVE
11	77931974	3845140	SCAN X 2D	TSDR	LIVE
12	77931533	3845116	LID X	TSDR	LIVE
13	77931516	3845115	LABEL X 2D	TSDR	LIVE
14	77931457	3845109	ATTA LEAF CUTTER	TSDR	LIVE
15	77363443	3480232	MATRIMIX	TSDR	LIVE
16	77260374		CUEXPRESS	TSDR	DEAD
17	77178690	3400998	MATRICAL	TSDR	LIVE

Serial Number	Reg. Number	Word Mark	Check Status	Live/Dead
18 77051862	3412241	NITROSTORE	TSDR	LIVE

5. Domain names: www.matrical.com