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
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
		TDADEMARK

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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
NAME OF SUBMITTER:	Adam S. Weiss
Signature:	/Adam S. Weiss/
Date:	08/14/2013

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 "<u>Trademarks</u>"), including, but not limited to, the federal and state trademark registrations and applications listed in <u>Schedule A</u>; 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 <u>Schedule A</u> hereto, and all reissues, divisions, continuations, continuations-in-parts, extensions, and reexaminations thereof or thereon (collectively, the "<u>Patents</u>");

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.

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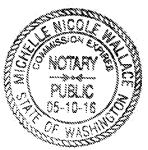
- 3. The Assignor hereby covenants and agrees that it will execute and deliver, or cause to be executed and delivered, such other instruments of conveyance, assignment, transfer and delivery, including any country-specific assignments necessary to record transfer of title, and will take such other actions, 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]

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IN TESTIMONY WHEREOF, the Assignor and Assignee have executed this Assignment Of Intellectual Property Assets this <u>Lsr.</u> day of <u>August</u>, 2013.

ASSIGNOR MatriCal, Inc.		ASSIGNEE Brooks Automation, Inc.	
8 <u>y 45272-55</u>	***************************************		
#s: 6 (2: 17 3 3		Ву	
		(5)	
STATE OF Same Serving Street	SS	STATE OF)
COUNTY OF THE LAW)	COUNTY OF) SS:)
who being sworn did say that he/s of AS corporation of the State of Delaware known to me to be the same person subscribed to the foregoing ASS INTELLECTUAL PROPERTY ("Assignment"), and acknowledged to signed and delivered the foregoing behalf of and pursuant to author corporation and that the foregoing Assignee and voluntary act and deed.	SSIGNOR, a and personally whose name is IGNMENT OF ASSETS me that he/she Assignment on ity from such		being by me duly he/she is the ASSIGNEE, a are and personally son whose name is ASSIGNMENT OF TY ASSETS do no that he/she ing Assignment on athority from such
Notary Public		Notary Public	
My commission expires <u>S to se</u>		My commission expires:	
1500 N 150 N	i.		



[Signature Page to Assignment of Intellectual Property Assets]

IN TESTIMONY WHEREOF, the Assignor and Assignee have executed this Assignment Of intellectual Property Assets this <u>Lit</u> day of <u>Assign</u>, 2013.

ASSIGNOR MatriCal, Inc.		ASSIGNEE Brooks Automation, Inc.	
By:		By: UP, General Counsel and Secretary	<u>.</u>
STATE OF)) SS:)	COMMONWEALTH OF MASSACHUSSETS)) SS: COUNTY OF MIDDLESEX)	
On this day of July, 2013, before me a who, being by sworn, did say that he/she of ASSIGNO corporation of the State of Delaware, and pknown to me to be the same person whose subscribed to the foregoing ASSIGNMENTELLECTUAL PROPERTY ("Assignment"), and acknowledged to me the signed and delivered the foregoing Assignment of and pursuant to authority from the corporation and that the foregoing Assignment and voluntary act and deed.	me duly is the OR, a personally name is ENT OF ASSETS at he/she ment on om such ent was a	On this 31 ST day of July, 2013, before me appear Jason W. Joseph who, being by me duly sworn, asy that he/she is the VP, General Counsel a Secretary of ASSIGNEE, a corporation of the State Delaware, and personally known to me to be to same person whose name is subscribed to to foregoing ASSIGNMENT OF INTELLECTURENCE ("Assignment"), acknowledged to me that he/she signed and deliver the foregoing Assignment on behalf of and pursual to authority from such corporation and that to foregoing Assignment was a free and voluntary and deed.	did and the the AL and the the
Notary Public		Notary Public Barbara A. Dastghetto	
My commission expires:		BARBARA A. DASTGHEIB Notary Public Commonwealth of Massachusatts My Commission Expires October 12, 2018	

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	AND COMMENT OF THE PROPERTY OF
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. <u>Unregistered Trademarks/Service Marks</u>

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

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

5. <u>Domain names</u>: www.matrical.com

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