

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM303595

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Brooks Automation, Inc.		03/06/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Nexcelom Bioscience LLC		
Street Address:	360 Merrimack Street, Building 9		
City:	Lawrence		
State/Country:	MASSACHUSETTS		
Postal Code:	01843		
Entity Type:	LIMITED LIABILITY COMPANY: MASSACHUSETTS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3897896	CELIGO	
CORRESPONDENCE DATA			
Fax Number:	9783410136		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	978-341-0036		
Email:	trademarks@hbsr.com		
Correspondent Name:	John L. DuPre'		
Address Line 1:	530 Virginia Road, P.O. Box 9133		
Address Line 2:	Hamilton, Brook, Smith & Reynolds, P.C.,		
Address Line 4:	Concord, MASSACHUSETTS 01742-9133		
ATTORNEY DOCKET NUMBER:	0100.0498-000		
NAME OF SUBMITTER:	John L. DuPre'		
SIGNATURE:	/John L. DuPre'/		
DATE SIGNED:	05/05/2014		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT

This Trademark Assignment, dated March 6, 2014, is entered into by Brooks Automation, Inc., a Delaware corporation having a place of business at 15 Elizabeth Drive, Chelmsford, Massachusetts 01824, USA (the "Assignor"), for the benefit of Nexcelom Bioscience LLC, a Massachusetts limited liability company having a place of business at 360 Merrimack Street, Building 9, Lawrence, Massachusetts 01843 (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 and Sale Agreement, dated as of the date hereof, between the Assignee and the Assignor (the "Agreement").

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

WHEREAS, the Assignor has used and is using the trademarks identified on Schedule A and is the owner of the trademark applications and registrations identified on Schedule A, including the goodwill of the Celigo 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 for 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 applications and registrations listed on Schedule A and the trademarks which are the subject thereof, including the good will of the Celigo 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 reasonably be requested by the Assignee to effectuate this Trademark Assignment.

[remainder of page intentionally left blank; signature page follows]

Witness my hand and seal this 6th day of March, 2014.

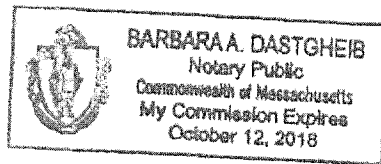
BROOKS AUTOMATION, INC.

By: [Signature]
Name: Jason W. Joseph
Title: VP, General Counsel & Secretary

COMMONWEALTH OF MASSACHUSETTS)
) ss.
COUNTY OF MIDDLESEX)

On this 6th day of MARCH, 2014, before me, the undersigned Notary Public, personally appeared Jason W Joseph, proved to me through satisfactory evidence of identification, being (check whichever applies): driver's license or other state or federal governmental document bearing a photographic image, oath or affirmation of a credible witness known to me who knows the above signatory, or my own personal knowledge of the identity of the signatory, to be the person whose name is signed above and who, being by me duly sworn, deposes and says that he is the Vice President, General Counsel and Secretary of Brooks Automation, Inc., and that said instrument was signed and sealed on behalf of said corporation upon proper authority, and said Jason W. Joseph acknowledged said instrument to be the free act and deed of the said corporation.

[Signature]
Notary Public
My commission expires:



[signature page to Celigo Trademark Assignment]

SCHEDULE A

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Issue Date</u>	<u>Reg Number</u>
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
CELIGO	Canada	04/04/13	TMA847507