

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM356922

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Precisive, LLC		09/30/2015	LIMITED LIABILITY COMPANY: MASSACHUSETTS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MKS Instruments, Inc.		
<b>Street Address:</b>	2 Tech Drive		
<b>Internal Address:</b>	Suite 201		
<b>City:</b>	Andover		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	01810		
<b>Entity Type:</b>	CORPORATION: MASSACHUSETTS		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4405626	PRECISIVE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6172484000		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	617-248-5000		
<b>Email:</b>	tadmin@choate.com		
<b>Correspondent Name:</b>	Daniel L. Scales		
<b>Address Line 1:</b>	Two International Place		
<b>Address Line 2:</b>	Choate, Hall & Stewart LLP		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110		
<b>ATTORNEY DOCKET NUMBER:</b>	2010470-0005		
<b>NAME OF SUBMITTER:</b>	Daniel L. Scales		
<b>SIGNATURE:</b>	/Daniel L. Scales/		
<b>DATE SIGNED:</b>	09/30/2015		
<b>Total Attachments: 4</b>			
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**TRADEMARK ASSIGNMENT**

**Precisive, LLC to MKS Instruments, Inc.**

**WHEREAS, Precisive, LLC**, a Massachusetts limited liability company having a place of business at **41 R Elm Street, Unit D, Stoneham, Massachusetts 02180**, (hereinafter referred to as "Assignor"), hereby declares and agrees to assign its entire right, title and interest in and to certain trademarks, including those set forth on Schedule A attached hereto and made a part hereof, (hereinafter "the Trademarks");

**WHEREAS, MKS Instruments, Inc.**, a Massachusetts corporation having a place of business at **2 Tech Drive, Suite 201, Andover, MA 01810**, (hereinafter referred to as "Assignee"), desires to acquire or confirm an interest in Assignor's entire right, title and interest in and to the Trademarks;

**WHEREAS, Precisive, LLC** is a wholly-owned subsidiary of **MKS Instruments, Inc.**;

**NOW, THEREFORE**, in consideration of agreements previously and duly entered into between the parties, and/or for other good and valuable consideration, the receipt of which is hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee, its successors and assigns, Assignor's entire right, title and interest in, to and under the Trademarks, together with all goodwill associated with such Trademarks and all registrations and applications therefor, in the United States and in all foreign countries or jurisdictions, including any renewals and extensions of the registrations that are or may be secured under the laws of the United States and all foreign countries or jurisdictions, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Assignment had not been made; and, together with all claims for damages by reason of past infringement of the Trademarks, with the right to sue for such damages, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor does hereby authorize and request the Commissioner for Trademarks of the United States and the equivalent officers of all foreign trademark offices to issue any original or reissue registration certificates which may be granted upon the Trademarks to Assignee, its successors and assigns.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by its duly authorized officer as of this 30<sup>th</sup> day of September, 2015.

Assignor:

**Precisive, LLC**

By: Kathleen F. Burke

Name: Kathleen F. Burke

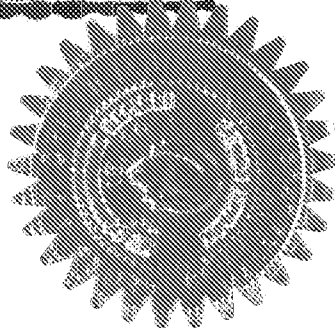
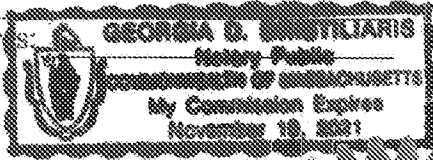
Title: VP and Assistant Secretary of MKS Instruments, Inc., Sole Member of Precisive, LLC

STATE OF MASSACHUSETTS  
COUNTY OF ESSEX SS.

Before me this 30<sup>th</sup> day of September, 2015, personally appeared Kathleen F. Burke, and proved to me through satisfactory evidence of identity which was Personally known to be the person whose name is signed on the preceding or attached document, and acknowledged that he/she executed the same, of his/her own free will and for the purposes set forth.

NOTARY PUBLIC  
Georgia D. Dinn

Name:  
My Commission Expires:



IN WITNESS WHEREOF, Assignee has caused this Assignment to be executed by its duly authorized officer as of this 30<sup>th</sup> day of September, 2015.

Assignee:

MKS Instruments, Inc.

By: Seth H. Bagshaw

Name: Seth H. Bagshaw

Title: Vice President, CFO and Treasurer

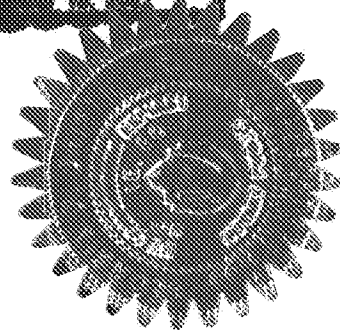
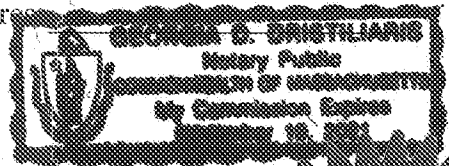
STATE OF MASSACHUSETTS  
COUNTY OF ESSEX SS.

Before me this 30<sup>th</sup> day of September, 2015, personally appeared Seth Bagshaw, and proved to me through satisfactory evidence of identity which was personally known to be the person whose name is signed on the preceding or attached document, and acknowledged that he/she executed the same, of his/her own free will and for the purposes set forth.

NOTARY PUBLIC

Gingia D. [Signature]  
Name: \_\_\_\_\_

My Commission Expires \_\_\_\_\_



SCHEDULE A

Trademark	Country	Status	Appn. No.:	Filed	Reg. No.	Reg. Date
PRECISIVE	United States	Registered	85/676,756	7/13/2012	4,405,626	9/24/2013