

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM386070

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BROOKS AUTOMATION, INC.		05/26/2016	Corporation: DELAWARE
BIOSTORAGE TECHNOLOGIES, INC.		05/26/2016	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION
Street Address:	One Boston Place, 18th Floor
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02108
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 47

Property Type	Number	Word Mark
Registration Number:	1332868	CTI-CRYOGENICS
Registration Number:	726502	CRYODYNE
Registration Number:	907515	CRYO-TORR
Registration Number:	1159851	HELIX
Registration Number:	1461341	GUTS
Registration Number:	1500199	HELIX
Registration Number:	1632925	ON-BOARD
Registration Number:	1905334	ON-BOARD
Registration Number:	2482982	GOLDLINK
Registration Number:	2296566	TURBOPLUS
Registration Number:	2578620	GOLDLINK
Registration Number:	2942683	TRUEBLUE
Registration Number:	1001788	POLYCOLD
Registration Number:	1525491	POLYCOLD
Registration Number:	2107973	AQUATRAP
Registration Number:	2301308	ACUTRAN
Registration Number:	2247071	B BROOKS AUTOMATION

OP \$1190.00 1332868

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2334144	LEAPFROG
Registration Number:	2320033	MAGNATRAM
Registration Number:	2248658	MARATHON
Registration Number:	2263543	MARATHON EXPRESS
Registration Number:	2806862	ZARIS
Registration Number:	3628831	RAZOR
Registration Number:	3493921	VISION
Registration Number:	3529120	FUSION
Registration Number:	2572068	GUARDIAN
Registration Number:	4309628	BROOKS LIFE SCIENCE SYSTEMS
Registration Number:	2129748	IRORI
Registration Number:	3469199	XCAP
Registration Number:	3469209	XPEEL
Registration Number:	2327015	NANOWELL
Registration Number:	3702300	MAKO
Registration Number:	4102492	XTAPE
Registration Number:	4102493	XTRAPEEL
Registration Number:	2961967	REMP
Registration Number:	4731806	BROOKS
Registration Number:	4748552	BROOKS
Registration Number:	4073134	RELOFLEET
Registration Number:	4358719	ISIDOR
Registration Number:	3108292	BIOSTORAGE TECHNOLOGIES
Registration Number:	3009423	ISS INTELLIGENT SPECIMEN INVENTORY STO
Registration Number:	3776047	THE BENCHMARK IN SAMPLE MANAGEMENT
Registration Number:	4263358	BIOSTORAGE TECHNOLOGIES
Registration Number:	3030258	SPARTAN
Registration Number:	3055020	MATRIPLATE
Registration Number:	4538925	ENERTA
Serial Number:	86509091	CRYOPOD

CORRESPONDENCE DATA

Fax Number: 8004947512

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.

Phone: 202-370-4750

Email: ipteam@nationalcorp.com

Correspondent Name: Stewart Walsh

Address Line 1: 1025 Vermont Ave NW, Suite 1130

Address Line 2: National Corporate Research, LTD

TRADEMARK

REEL: 005802 FRAME: 0777

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER: F163386

NAME OF SUBMITTER: ANDREW NASH

SIGNATURE: /ANDREW NASH/

DATE SIGNED: 05/31/2016

Total Attachments: 11

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 26th day of May, 2016, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association ("Wells Fargo"), in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of May 26, 2016 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among Brooks Automation, Inc., as borrower (the "Administrative Borrower"), the other borrowers party thereto as "Borrowers" (each of such Borrowers, together with the Administrative Borrower, their successors and assigns, is referred to hereinafter collectively as a "Borrower"), the guarantors party thereto as "Guarantors" (each of such Guarantors, together with their successors and assigns, is referred to hereinafter collectively as a "Guarantor"), the lenders party thereto as "Lenders" (each of such Lenders, together with their successors and assigns, is referred to hereinafter collectively as a "Lender"), Agent, and Wells Fargo as lead arranger, sole book runners and sole documentation agent, the Lender Group has agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of May 26, 2016 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an

original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

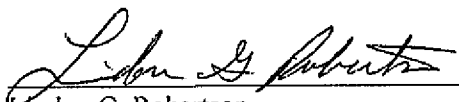
7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]

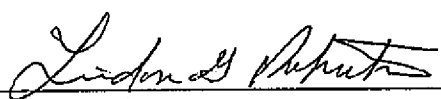
IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

BROOKS AUTOMATION, INC.

By: 
Name: Lindon G. Robertson
Title: Executive Vice President and Chief Financial Officer

BIOSTORAGE TECHNOLOGIES, INC.

By: 
Name: Lindon G. Robertson
Title: President

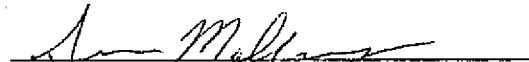
AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO BANK, NATIONAL ASSOCIATION

By:

Name:



Sean Mullaney

Its Authorized Signatory

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 005802 FRAME: 0783

SCHEDULE I

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TRADEMARK SECURITY AGREEMENT

TRADEMARKS

Trademark Name	Country	Class	Docket No.	App. Number	Reg. Number	Status	Filing Date	Reg. Date	Next Renewal Date
CTI-CRYOGENICS	United States of America	07 Int., 11 Int.	0100.0107-000	73/435,671	1,332,868	Registered	22-Jul-1983	22-Jul-1983	30-Apr-2025
CRYODYN E	United States of America	11 Int.	0100.0109-000	72/102,774	726,502	Registered	16-Aug-1960	16-Jan-1962	16-Jan-2022
CRYO-TORR	United States of America	07 Int.	0100.0112-000	72/295,030	0,907,515	Registered	05-Apr-1968	09-Feb-1971	09-Feb-2021
HELIX	United States of America	11 Int.	0100.0115-000	73/183,524	1,159,851	Registered	25-Aug-1978	07-Jul-1981	07-Jul-2021
GUTS	United States of America	37 Int., 41 Int.	0100.0118-000	73/630,660	1,461,341	Registered	17-Nov-1986	13-Oct-1987	13-Oct-2017
HELIX	United States of America	07 Int., 09 Int., 11 Int.	0100.0133-000	73/673,997	1,500,199	Registered	23-Jul-1987	16-Aug-1988	16-Aug-2018
ON-BOARD	United States of America	07 Int., 09 Int.	0100.0145-000	74/027,707	1,632,925	Registered	12-Feb-1990	29-Jan-1991	29-Jan-2021
ON-BOARD	United States of America	07 Int., 09 Int.	0100.0170-000	74/540,218	1,905,334	Registered	20-Jun-1994	18-Jul-1995	18-Jul-2025
GOLDLINK	United States of America	42 Int.	0100.0178-000	75/603,384	2,482,982	Registered	10-Dec-1998	28-Aug-2001	28-Aug-2021

Trademark Name	Country	Class	Docket No.	App. Number	Reg. Number	Status	Filing Date	Reg. Date	Next Renewal Date
TURBOPLUS	United States of America	07 Int.	0100.0192-000	75/333,368	2,296,566	Registered	31-Jul-1997	30-Nov-1999	30-Nov-2019
GOLDLINK	United States of America	09 Int.	0100.0234-000	76/318,720	2,578,620	Registered	27-Sep-2001	11-Jun-2002	11-Jun-2022
TRUEBLUE	United States of America	37 Int., 41 Int., 42 Int., 45 Int.	0100.0243-000	76/512,130	2,942,683	Registered	06-May-2003	19-Apr-2005	19-Apr-2025
POLYCOLD	United States of America	11 Int.	0100.0262-000	72/459,582	1,001,788	Registered	07-Jul-1973	14-Jan-1975	14-Jan-2025
POLYCOLD (STYLIZED)	United States of America	11 Int.	0100.0263-000	73/698,532	1,525,491	Registered	01-Dec-1987	21-Feb-1989	21-Feb-2019
AQUATRAP	United States of America	11 Int.	0100.0266-000	75/117,162	2,107,973	Registered	11-Jun-1996	21-Oct-1997	21-Oct-2017
ACUTRAN	United States of America	09 Int.	0100.0296-000	75/348,931	2301308	Registered	29-Aug-1997	21-Dec-1999	21-Dec-2019
B BROOKS AUTOMATON	United States of America	09 Int.	0100.0297-000	75/299,500	2,247,071	Registered	28-May-1997	25-May-1999	25-May-2019
LEAPFROG	United States of America	07 Int.	0100.0299-000	75/299,503	2,334,144	Registered	28-May-1997	28-Mar-2000	28-Mar-2020
MAGNATRAN	United States of America	09 Int.	0100.0300-000	75/299,504	2,320,033	Registered	28-May-1997	22-Feb-2000	22-Feb-2020
MARATHON	United States of America	09 Int.	0100.0301-000	75/299,505	2,248,658	Registered	28-May-1997	01-Jun-1999	01-Jun-2019

Trademark Name	Country	Class	Docket No.	App. Number	Reg. Number	Status	Filing Date	Reg. Date	Next Renewal Date
MARATHON EXPRESS	United States of America	09 Int.	0100.0302-000	75/299,501	2,263,543	Registered	28-May-1997	20-Jul-1999	20-Jul-2019
ZARIS	United States of America	09 Int.	0100.0309-000	76/012,691	2,806,862	Registered	29-Mar-2000	20-Jan-2004	20-Jan-2024
RAZOR	United States of America	09 Int.	0100.0363-000	78/714,411	3,628,831	Registered	16-Sep-2005	26-May-2009	26-May-2019
VISION	United States of America	07 Int.	0100.0364-000	78/714,394	3,493,921	Registered	16-Sep-2005	26-Aug-2008	26-Aug-2018
FUSION	United States of America	09 Int.	0100.0365-000	78/714,403	3,529,120	Registered	16-Sep-2005	04-Nov-2008	04-Nov-2018
GUARDIAN BROOKS LIFE SCIENCE SYSTEMS	United States of America	09 Int.	0100.0383-000	76/038,220	2,572,068	Registered	02-May-2000	21-May-2002	21-May-2022
IRORI	United States of America	09 Int., 10 Int.	0100.0446-000	85/295,031	4,309,628	Registered	14-Apr-2011	26-Mar-2013	26-Mar-2023
XCAP	United States of America	09 Int.	0100.0456-000	75/020,673	2,129,748	Registered	16-Nov-1995	20-Jan-1998	20-Jan-2018
XPEEL	United States of America	09 Int.	0100.0463-000	77/272,649	3,469,199	Registered	06-Sep-2007	15-Jul-2008	15-Jul-2018
	United States of America	09 Int.	0100.0465-000	77/276,940	3,469,209	Registered	11-Sep-2007	15-Jul-2008	15-Jul-2018

Trademark Name	Country	Class	Docket No.	App. Number	Reg. Number	Status	Filing Date	Reg. Date	Next Renewal Date
NANOWEL L	United States of America	09 Int.	0100.0470-000	75/129,045	2,327,015	Registered	02-Jul-1996	07-Mar-2000	07-Mar-2020
MAKO	United States of America	09 Int., 10 Int.	0100.0471-000	77/342,888	3,702,300	Registered	03-Dec-2007	27-Oct-2009	27-Oct-2019
XTape	United States of America	09 Int.	0100.0475-000	85/376,667	4,102,492	Registered	20-Jul-2011	21-Feb-2012	21-Feb-2022
XtraPeel	United States of America	09 Int.	0100.0476-000	85/376,682	4,102,493	Registered	20-Jul-2011	21-Feb-2012	21-Feb-2022
REMP	United States of America	09 Int.	0100.0481-000	78/219,870	2,961,967	Registered	27-Feb-2003	14-Jun-2005	14-Jun-2025
BROOKS & Design	United States of America	07 Int., 10 Int., 11 Int., 37 Int., 40 Int., 41 Int., 42 Int.	0100.0482-000	85/488,579	4,731,806	Registered	06-Dec-2011	05-May-2015	05-May-2025
BROOKS & Design	United States of America	09 Int.	0100.0482-007	85/976,716	4,748,552	Registered	06-Dec-2011	02-Jun-2015	02-Jun-2025
CRYPOPOD	United States of America	09 Int., 11 Int.	0100.0505-000	86/509,091		Allowed	21-Jan-2015		
REL OF LEE T	United States of America		0100.0510-000	85/209,976	4,073,134	Registered	04-Jan-2011	20-Dec-2011	20-Dec-2021
ISIDOR	United States of America		0100.0511-000	85/476,860	4,358,719	Registered	18-Nov-2011	25-Jun-2013	25-Jun-2023

Trademark Name	Country	Class	Docket No.	App. Number	Reg. Number	Status	Filing Date	Reg. Date	Next Renewal Date
ISISS INTELLIGENCE SPECIMEN INVENTOR Y STORAGE SYSTEM (Stylized)	United States of America		0100.0514- 001	78/296,106	3,009,423	Registered	04-Sep-2003	25-Oct-2005	25-Oct-2025
THE BENCHMARK IN SAMPLE MANAGEMENT	United States of America		0100.0515- 000	77/675,004	3,776,047	Registered	20-Feb-2009	13-Apr-2010	13-Apr-2020
BIOSTORAGE TECHNOLOGIES AND DESIGN (CIRCLE ON THE LEFT)	United States of America		0100.0515- 001	85/455728	426,3358	Registered	25-Oct-2011	25-Dec-2012	25-Dec-2022
SPARTAN	United States of America				3,030,258	Registered			
MATRIPLANTE	United States of America				3,055,020	Registered			

Trademark Name	Country	Class	Docket No.	App. Number	Reg. Number	Status	Filing Date	Reg. Date	Next Renewal Date
ENERTTA	United States of America				4,538,925	Registered			

TRADEMARK

REEL: 005802 FRAME: 0789

RECORDED: 05/31/2016