

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM446259

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Brooks Automation, Inc.		10/04/2017	Corporation: DELAWARE
BioStorage Technologies, Inc.		10/04/2017	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Morgan Stanley Senior Funding, Inc.
Street Address:	1300 Thames Street, 4th floor, Thames Street Wharf
City:	Baltimore
State/Country:	MARYLAND
Postal Code:	21231
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 56

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
Registration Number:	2334144	LEAPFROG

OP \$1415.00 1332868

Property Type	Number	Word Mark
Registration Number:	2320033	MAGNATRAN
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:	4538925	ENERTA
Registration Number:	1940820	CRYOTIGER
Registration Number:	2377847	AURORA
Registration Number:	2416054	AURORA
Registration Number:	3213156	MATRISCAN
Registration Number:	4255395	FLEXBENCH
Serial Number:	86509091	CRYOPOD
Serial Number:	86311262	BC
Serial Number:	87571422	INTELLIXMARK
Serial Number:	87400722	ACOUSTIX
Serial Number:	87571424	FROSTX ²
Serial Number:	87304330	INTELLIXCAP

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@coagencyglobal.com**Correspondent Name:** Melony Sot**Address Line 1:** 1025 Vermont Ave NW, Suite 1130**Address Line 2:** COGENCY GLOBAL INC.**Address Line 4:** Washington, D.C. 20005**ATTORNEY DOCKET NUMBER:** F173096 TM**NAME OF SUBMITTER:** Theresa Volano**SIGNATURE:** /Theresa Volano/**DATE SIGNED:** 10/06/2017**Total Attachments: 14**

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this 4th day of October, 2017, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually “Grantor”), and **MORGAN STANLEY SENIOR FUNDING, INC.**, a Delaware corporation (“Morgan Stanley”), in its capacity as Collateral Agent for the Lender Group (in such capacity, together with its successors and assigns in such capacity, “Agent”).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of October 4, 2017 (as amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”) by and among Brooks Automation, Inc., as borrower (the “Borrower”), 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, Morgan Stanley, as administrative agent, and the other agents and parties thereto, 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 are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, the other Loan Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group, that certain Guaranty and Security Agreement, dated as of October 4, 2017 (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, 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, 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 Intellectual Property Licenses with respect to Trademarks 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 Intellectual Property License with respect to a Trademark; 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 Licenses with respect to Trademarks, 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.

Notwithstanding anything contained in this Trademark Security Agreement to the contrary, the term "Trademark Collateral" shall not include any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law, provided that upon submission and acceptance by the PTO of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Trademark Collateral.

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, 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, 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.

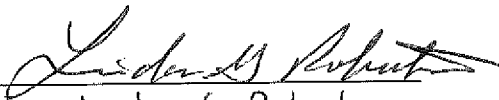
7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE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

[SIGNATURE PAGE FOLLOWS]

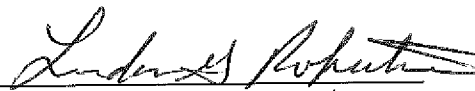
IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

BROOKS AUTOMATION, INC., a
Delaware corporation

By: 
Name: Lindon G. Robertson
Title: EVP & CFO

BIOSTORAGE TECHNOLOGIES, INC., a
Delaware corporation

By: 
Name: Lindon G. Robertson
Title: President

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

MORGAN STANLEY SENIOR FUNDING,
INC., a Delaware corporation

By: 
Name: Jonathon Rau
Title: Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 006176 FRAME: 0726

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
Trademark Registrations

Trademark Name	Grantor	Country	Class	Docket No.	App. Number	Reg. Number	Filing Date	Reg. Date
CTI-CRYOGENICS	BROOKS AUTOMATION, INC.	United States of America	07 Int., 11 Int.	0100.0107-000	73/435,671	1,332,868	22-Jul-1983	22-Jul-1983
CRYODYNE	BROOKS AUTOMATION, INC.	United States of America	11 Int.	0100.0109-000	72/102,774	726,502	16-Aug-1960	16-Jan-1962
CRYO-TORR	BROOKS AUTOMATION, INC.	United States of America	07 Int.	0100.0112-000	72/295,030	0,907,515	05-Apr-1968	09-Feb-1971
HELIX	BROOKS AUTOMATION, INC.	United States of America	11 Int.	0100.0115-000	73/183,524	1,159,851	25-Aug-1978	07-Jul-1981
GUTS	BROOKS AUTOMATION, INC.	United States of America	37 Int., 41 Int.	0100.0118-000	73/630,660	1,461,341	17-Nov-1986	13-Oct-1987
HELIX	BROOKS AUTOMATION, INC.	United States of America	07 Int., 09 Int., 11 Int.	0100.0133-000	73/673,997	1,500,199	23-Jul-1987	16-Aug-1988
ON-BOARD	BROOKS AUTOMATION, INC.	United States of America	07 Int., 09 Int.	0100.0145-000	74/027,707	1,632,925	12-Feb-1990	29-Jan-1991

Trademark Name	Grantor	Country	Class	Docket No.	App. Number	Reg. Number	Filing Date	Reg. Date
ON-BOARD	BROOKS AUTOMATION, INC.	United States of America	07 Int., 09 Int.	0100.0170-000	74/540,218	1,905,334	20-Jun-1994	18-Jul-1995
GOLDLINK	BROOKS AUTOMATION, INC.	United States of America	42 Int.	0100.0178-000	75/603,384	2,482,982	10-Dec-1998	28-Aug-2001
TURBOPLUS	BROOKS AUTOMATION, INC.	United States of America	07 Int.	0100.0192-000	75/333,368	2,296,566	31-Jul-1997	30-Nov-1999
GOLDLINK	BROOKS AUTOMATION, INC.	United States of America	09 Int.	0100.0234-000	76/318,720	2,578,620	27-Sep-2001	11-Jun-2002
TRUEBLUE	BROOKS AUTOMATION, INC.	United States of America	37 Int., 41 Int., 42 Int., 45 Int.	0100.0243-000	76/512,130	2,942,683	06-May-2003	19-Apr-2005
POLYCOLD	BROOKS AUTOMATION, INC.	United States of America	11 Int.	0100.0262-000	72/459,582	1,001,788	07-Jul-1973	14-Jan-1975
POLYCOLD (STYLIZED)	BROOKS AUTOMATION, INC.	United States of America	11 Int.	0100.0263-000	73/698,532	1,525,491	01-Dec-1987	21-Feb-1989
AQUATRAP	BROOKS AUTOMATION, INC.	United States of America	11 Int.	0100.0266-000	75/117,162	2,107,973	11-Jun-1996	21-Oct-1997
ACUTRAN	BROOKS AUTOMATION, INC.	United States of America	09 Int.	0100.0296-000	75/348,931	2301308	29-Aug-1997	21-Dec-1999

Trademark Name	Grantor	Country	Class	Docket No.	App. Number	Reg. Number	Filing Date	Reg. Date
B BROOKS AUTOMATION	BROOKS AUTOMATION, INC.	United States of America	09 Int.	0100.0297-000	75/299,500	2,247,071	28-May-1997	25-May-1999
LEAPFROG	BROOKS AUTOMATION, INC.	United States of America	07 Int.	0100.0299-000	75/299,503	2,334,144	28-May-1997	28-Mar-2000
MAGNATRA N	BROOKS AUTOMATION, INC.	United States of America	09 Int.	0100.0300-000	75/299,504	2,320,033	28-May-1997	22-Feb-2000
MARATHON	BROOKS AUTOMATION, INC.	United States of America	09 Int.	0100.0301-000	75/299,505	2,248,658	28-May-1997	01-Jun-1999
MARATHON EXPRESS	BROOKS AUTOMATION, INC.	United States of America	09 Int.	0100.0302-000	75/299,501	2,263,543	28-May-1997	20-Jul-1999
ZARIS	BROOKS AUTOMATION, INC.	United States of America	09 Int.	0100.0309-000	76/012,691	2,806,862	29-Mar-2000	20-Jan-2004
RAZOR	BROOKS AUTOMATION, INC.	United States of America	09 Int.	0100.0363-000	78/714,411	3,628,831	16-Sep-2005	26-May-2009
VISION	BROOKS AUTOMATION, INC.	United States of America	07 Int.	0100.0364-000	78/714,394	3,493,921	16-Sep-2005	26-Aug-2008
FUSION	BROOKS AUTOMATION, INC.	United States of America	09 Int.	0100.0365-000	78/714,403	3,529,120	16-Sep-2005	04-Nov-2008

Trademark Name	Grantor	Country	Class	Docket No.	App. Number	Reg. Number	Filing Date	Reg. Date
GUARDIAN	BROOKS AUTOMATION, INC.	United States of America	09 Int.	0100.0383-000	76/038,220	2,572,068	02-May-2000	21-May-2002
BROOKS LIFE SCIENCE SYSTEMS	BROOKS AUTOMATION, INC.	United States of America	09 Int., 10 Int.	0100.0446-000	85/295,031	4,309,628	14-Apr-2011	26-Mar-2013
IRORI	BROOKS AUTOMATION, INC.	United States of America	09 Int.	0100.0456-000	75/020,673	2,129,748	16-Nov-1995	20-Jan-1998
XCAP	BROOKS AUTOMATION, INC.	United States of America	09 Int.	0100.0463-000	77/272,649	3,469,199	06-Sep-2007	15-Jul-2008
XPEEL	BROOKS AUTOMATION, INC.	United States of America	09 Int.	0100.0465-000	77/276,940	3,469,209	11-Sep-2007	15-Jul-2008
NANOWELL	BROOKS AUTOMATION, INC.	United States of America	09 Int.	0100.0470-000	75/129,045	2,327,015	02-Jul-1996	07-Mar-2000
MAKO	BROOKS AUTOMATION, INC.	United States of America	09 Int., 10 Int.	0100.0471-000	77/342,888	3,702,300	03-Dec-2007	27-Oct-2009
XTape	BROOKS AUTOMATION, INC.	United States of America	09 Int.	0100.0475-000	85/376,667	4,102,492	20-Jul-2011	21-Feb-2012
XtraPeel	BROOKS AUTOMATION, INC.	United States of America	09 Int.	0100.0476-000	85/376,682	4,102,493	20-Jul-2011	21-Feb-2012

Trademark Name	Grantor	Country	Class	Docket No.	App. Number	Reg. Number	Filing Date	Reg. Date
REMP	BROOKS AUTOMATION, INC.	United States of America	09 Int.	0100.0481-000	78/219,870	2,961,967	27-Feb-2003	14-Jun-2005
BROOKS & Design	BROOKS AUTOMATION, INC.	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	06-Dec-2011	05-May-2015
BROOKS & Design	BROOKS AUTOMATION, INC.	United States of America	09 Int.	0100.0482-007	85/976,716	4,748,552	06-Dec-2011	02-Jun-2015
CRYPOPOD	BROOKS AUTOMATION, INC.	United States of America	09 Int., 11 Int.	0100.0505-000	86/509,091		21-Jan-2015	
RELOFLEET	BioStorage Technologies, Inc.	United States of America		0100.0510-000	85/209,976	4,073,134	04-Jan-2011	20-Dec-2011
ISIDOR	BioStorage Technologies, Inc.	United States of America		0100.0511-000	85/476,860	4,358,719	18-Nov-2011	25-Jun-2013
BIOSTORAGE TECHNOLOGIES	BioStorage Technologies, Inc.	United States of America		0100.0512-000	78/513,699	3,108,292	09-Nov-2004	20-Jun-2006

Trademark Name	Grantor	Country	Class	Docket No.	App. Number	Reg. Number	Filing Date	Reg. Date
ISSISS INTELLIGENT INVENTORY STORAGE SYSTEM (Stylized)	BioStorage Technologies, Inc.	United States of America		0100.0514- 001	78/296,106	3,009,423	04-Sep-2003	25-Oct-2005
THE BENCHMARK K IN SAMPLE MANAGEMENT	BioStorage Technologies, Inc.	United States of America		0100.0515- 000	77/675,004	3,776,047	20-Feb-2009	13-Apr-2010
BIOSTORAGE TECHNOLOGIES AND DESIGN (CIRCLE ON THE LEFT)	BioStorage Technologies, Inc.	United States of America		0100.0515- 001	85/455728	426,3358	25-Oct-2011	25-Dec-2012
SPARTAN	BROOKS AUTOMATION, INC.	United States of America			78/330,366	3,030,258	19-Nov-2003	13-Dec-2005
ENERTA	BROOKS AUTOMATION, INC.	United States of America			85/795,261	4,538,925	5-Dec-2012	27-May-2014
CRYOTIGER	BROOKS AUTOMATION, INC.	United States of America				1940820		12-Dec-1995

Trademark Name	Grantor	Country	Class	Docket No.	App. Number	Reg. Number	Filing Date	Reg. Date
AURORA	BROOKS AUTOMATION, INC.	United States of America				2377847		15-Aug-2000
AURORA	BROOKS AUTOMATION, INC.	United States of America				2416054		26-Dec-2000
MATRISCAN	BROOKS AUTOMATION, INC.	United States of America				3213156		27-Feb-2007
FLEXBENCH	BROOKS AUTOMATION, INC.	United States of America				4255395		4-Dec-2012
BC	Biocision, LLC Assigned to BROOKS AUTOMATION, INC. 12/31/14	United States of America				None (Serial Number: 86311262)		None

Trademark Applications

Trademark Name	Owner	Country	App. Number	Filing Date
INTELLEXMARK	BROOKS AUTOMATION, INC.	United States of America	87/571,422	16-Aug-2017

Trademark Name	Owner	Country	App. Number	Filing Date
ACOUSTIX	BROOKS AUTOMATION, INC.	United States of America	87/400,722	6-Apr-2017
ProstX ²	BROOKS AUTOMATION, INC.	United States of America	87/571,424	16-Aug-2017
INTELLIXCAP	BROOKS AUTOMATION, INC.	United States of America	87/304,330	17-Jan-2017

Intellectual Property Licenses

LICENSEE	LICENSOR	DESCRIPTION
Labcyte Inc.	Brooks Automation, Inc.	License under Joint Development Agreement dated October 1, 2015
Celestica Oregon LLC	Brooks Automation, Inc.	License Agreement dated June 28, 2011
Brooks Automation, Inc. (as successor to Helix Technology Corporation)	Clever Fellows Innovation Consortium	Exclusive License Agreement dated October 4, 2004*
Brooks Automation	Beckhoff Automation GmbH	Ethercat Technology Family License Agreement dated May 24, 2012
GES, Inc.	Brooks Automation, Inc.	Agreement for License of Dual Rotator Product Line dated June 23, 2014
Greiner BioOne GmbH	Brooks Automation, Inc. (as successor to Aurora Discovery, Inc.)	Cross License Agreement dated December 31, 2004*

LICENSEE	LICENSOR	DESCRIPTION
Hakuto Enterprises Ltd.	Brooks Automation, Inc.	Royalty Based License Agreement dated November 1, 2011
ISA Impex Private Limited	Brooks Automation, Inc. (as successor to IGC-Polycold Systems, Inc.)	License Agreement dated June 16, 2004*
Mitsubishi Heavy Industries Ltd	Brooks Automation, Inc.	Patent License Agreement dated March 31, 2004*
Brooks Automation, Inc.	PharmaSeq, Inc.	Supply and License Agreement dated September 9, 2015
Brooks Automation, Inc.	Praxair Technology, Inc.	Assignment and License Agreement dated April 6, 2009
Brooks Automation, Inc. (as successor to REMIP AG)	F.Hoffman-La Roche Ltd. and Hoffman-La Roche Ltd.	License Agreement dated January 1, 2005
TFL-Telemark	Brooks Automation, Inc.	Settlement Agreement dated June 29, 2012
Chart Inc.	Brooks Automation, Inc.	Master Cooperation Agreement dated September 10, 2014