

TRADEMARK ASSIGNMENT COVER SHEET

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ETAS ID: TM530027

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	PARTIAL RELEASE OF SECURITY INTEREST IN SPECIFIED PATENTS AND SPECIFIED TRADEMARKS

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
WELLS FARGO BANK, NATIONAL ASSOCIATION, as Collateral Agent		07/01/2019	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	Brooks Automation, Inc.
Street Address:	16 Elizabeth Drive
City:	Chelmsford
State/Country:	MASSACHUSETTS
Postal Code:	01824
Entity Type:	Corporation: DELAWARE
Name:	Biostorage Technologies, Inc.
Street Address:	2910 Fortune Circle West
City:	Indianapolis
State/Country:	INDIANA
Postal Code:	46241
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 13

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:	2942683	TRUEBLUE

OP \$340.00 1332868

Property Type	Number	Word Mark
Registration Number:	1001788	POLYCOLD
Registration Number:	1525491	POLYCOLD

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@cogencyglobal.com
Correspondent Name: Joanna McCall
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:	1102871
NAME OF SUBMITTER:	Andrew Nash
SIGNATURE:	/Andrew Nash/
DATE SIGNED:	07/01/2019

Total Attachments: 6

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**PARTIAL RELEASE OF SECURITY INTEREST IN
SPECIFIED PATENTS AND SPECIFIED TRADEMARKS**

July 1, 2019

This **PARTIAL RELEASE OF SECURITY INTEREST IN PATENT AND TRADEMARK** is made by **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association, as Collateral Agent for each member of the Lender Group (in such capacity, together with its successors and assigns in such capacity, "**Agent**"), in favor of **BROOKS AUTOMATION, INC.**, a Delaware corporation and **BIOSTORAGE TECHNOLOGIES, INC.**, a Delaware corporation (collectively, jointly and severally, "**Grantors**" and each individually "**Grantor**").

WHEREAS, pursuant to (i) 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 lenders party thereto (the "**Lender Group**"), Agent, and the other parties thereto, and (ii) 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**"), the Grantors granted to the Agent, for its benefit and the benefit of the Lender Group, a security interest in each of the Grantor's right, title and interest in, to and under the Patent and Patent Applications more fully identified in **Schedule A** attached hereto (the "**Specified Patents**") pursuant to a certain Patent Security Agreement dated as of May 26, 2016 by and between the Grantors and Agent (as amended and in effect, the "**Patent Security Agreement**") which was recorded with the United States Patent and Trademark Office on May 31, 2016 at Reel 038891, Frame 0765;

WHEREAS, the Grantors granted to the Agent, for its benefit and the benefit of the Lender Group, a security interest in each of the Grantor's right, title and interest in, to and under the Trademark and Trademark Applications more fully identified in **Schedule B** attached hereto (the "**Specified Trademarks**") pursuant to a certain Trademark Security Agreement dated as of May 26, 2016 by and between the Grantors and Agent (as amended and in effect, the "**Trademark Security Agreement**") which was recorded with the United States Patent and Trademark Office on May 31, 2016 at Reel 5802, Frame 0776;

WHEREAS, the Grantors have requested that the Agent release and reassign their interests in the Specified Trademarks and Specified Patents to each Grantor.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Agent hereby agrees as follows:

The Agent, on behalf of itself and each member of the Lender Group, hereby:

1. Discharges, and releases the lien on and security interest in and to the Specified Trademarks and Specified Patents and/or any goodwill associated with the Specified Patents identified in Schedule A and the Specified Trademarks identified in Schedule B, without recourse or representation or warranty, express or implied of any kind;

2. Reassigns to each Grantor any and all liens, security interests, right, title and interest of the Agent pursuant to the Security Agreement in the Specified Trademarks and Specified Patents, without recourse or representation or warranty, express or implied, of any kind.

3. Authorizes and requests that the United States Patent and Trademark Office note and record the existence of the release hereby given.

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Executed as of the date above first written.

WELLS FARGO BANK, NATIONAL ASSOCIATION, AS
AGENT

By: Jonathan Boynton
Name: Jonathan Boynton
Title: Relationship Manager

**SCHEDULE A
SPECIFIED PATENTS**

Country	Application No.	Date Filed	Patent Number	Issue Date	Assignee
US	09/728,501	11/30/2000	6,481,223	11/19/2002	Brooks Automation, Inc.
US	09/886,936	6/21/2001	6,474,082	11/5/2002	Brooks Automation, Inc.
US	10/470,123	2/25/2002	7,111,467	9/26/2006	Brooks Automation, Inc.
US	09/894,964	6/28/2001	6,560,981	5/13/2003	Brooks Automation, Inc.
US	10/316,176	12/10/2002	6,722,145	4/20/2004	Brooks Automation, Inc.
US	11/081,003	9/18/2003	7,234,310	6/26/2007	Brooks Automation, Inc.
US	11/349,060	2/7/2006	7,478,540	1/20/2009	Brooks Automation, Inc.
US	10/281,881	10/28/2002	7,059,144	6/13/2006	Brooks Automation, Inc.
US	11/206,675	8/18/2005	7,289,863	10/30/2007	Brooks Automation, Inc.
US	11/046,655	1/28/2005			Brooks Automation, Inc.
US	12/358,448	1/23/2009	8,091,381	1/10/2012	Brooks Automation, Inc.
US	11/244,323	10/5/2005	7,490,483	2/17/2009	Brooks Automation, Inc.
US	11/803,420	5/15/2007	8,082,741	12/27/2011	Brooks Automation, Inc.
US	12/950,080	11/19/2010	8,413,452	4/9/2013	Brooks Automation, Inc.
US	12/008,985	1/15/2008			Brooks Automation, Inc.
US	12/864,142	1/22/2009	8,874,274	10/28/2014	Brooks Automation, Inc.
US	14/001,803	3/5/2012			Brooks Automation, Inc.
US	13/111,149	5/19/2011			Brooks Automation, Inc.
US	10/201,287	7/24/2002	6,881,354	4/19/2005	Brooks Automation, Inc.
US	09/545,670	4/7/2000	6,426,019	7/30/2002	Brooks Automation, Inc.
US	09/222,809	12/30/1998	6,076,372	6/20/2000	Brooks Automation, Inc.

Country	Application No.	Date Filed	Patent Number	Issue Date	Assignee
US	09/606,088	6/29/2000	6,330,811	12/18/2001	Brooks Automation, Inc.
US	09/986,524	11/9/2001	6,427,483	8/6/2002	Brooks Automation, Inc.
US	09/222,814	12/30/1998	6,041,620	3/28/2000	Brooks Automation, Inc.
US	09/768,505	1/25/2001	6,357,257	3/19/2002	Brooks Automation, Inc.
US	09/432,214	11/3/1999	6,125,656	10/3/2000	Brooks Automation, Inc.
US	09/930,199	8/16/2001	6,425,264	7/30/2002	Brooks Automation, Inc.
US	09/453,297	12/3/1999	6,205,812	3/27/2001	Brooks Automation, Inc.
US	09/605,472	6/28/2000	6,327,866	12/11/2001	Brooks Automation, Inc.
US	09/222,812	12/30/1998	6,176,102	1/23/2001	Brooks Automation, Inc.
US	09/930,166	8/16/2001	6,494,054	12/17/2002	Brooks Automation, Inc.
US	09/963,450	9/27/2001	6,438,994	8/27/2002	Brooks Automation, Inc.
US	10/196,420	7/17/2002	6,595,009	7/22/2003	Brooks Automation, Inc.
US	09/222,815	12/30/1998	6,065,305	5/23/2000	Brooks Automation, Inc.
US	09/222,816	12/30/1998	6,053,008	4/25/2000	Brooks Automation, Inc.
US	09/222,810	12/30/1998	6,105,388	8/22/2000	Brooks Automation, Inc.
US	09/222,813	12/30/1998	6,041,621	3/28/2000	Brooks Automation, Inc.
US	13/988,497	11/23/2011	9,266,039	2/23/2016	Brooks Automation, Inc.
US	13/106,180	5/12/2011			Brooks Automation, Inc.
US	13/983,973	2/8/2012	9,266,038	2/23/2016	Brooks Automation, Inc.
US	14/130,263	6/29/2012			Brooks Automation, Inc.
US	12/177737	22 Jul 2008	US9970427	15 May 2018	Brooks Automation, Inc.
US	15/012399	1 Feb 2016	US9926919	27 Mar 2018	Brooks Automation, Inc.
US	11/206675	18 Aug 2005	US7289863	30 Oct 2007	Brooks Automation, Inc.

Country	Application No.	Date Filed	Patent Number	Issue Date	Assignee
US	12/936129	3 Apr 2009	US9567988	14 Feb 2017	Brooks Automation, Inc.
US	14/523507	24 Oct 2014	US9334859	10 May2016	Brooks Automation, Inc.

**SCHEDULE B
SPECIFIED 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
CRYODYNE	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
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
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