TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM530106

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Brooks Automation, Inc.		07/01/2019	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Edwards Vacuum LLC
Street Address:	6416 Inducon Dr. West
City:	Sanborn
State/Country:	NEW YORK
Postal Code:	14132-9019
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	1632925	ON-BOARD
Registration Number:	1905334	ON-BOARD
Registration Number:	2482982	GOLDLINK
Registration Number:	1159851	HELIX
Registration Number:	1461341	GUTS
Registration Number:	1500199	HELIX
Registration Number:	1332868	CTI-CRYOGENICS
Registration Number:	0726502	CRYODYNE
Registration Number:	0907515	CRYO-TORR
Registration Number:	2296566	TURBOPLUS
Registration Number:	2942683	TRUEBLUE
Registration Number:	1001788	POLYCOLD
Registration Number:	1525491	POLYCOLD

CH $340.00 1632925

CORRESPONDENCE DATA

Fax Number:

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: (973) 443-3538

Email: njdocket@gtlaw.com

Correspondent Name:	Brian L. Petrequin
Address Line 1:	Greenberg Traurig, LLP
Address Line 2:	500 Campus Drive, Suite 400
Address Line 4:	Florham Park, NEW JERSEY 07932-0677

ATTORNEY DOCKET NUMBER:	172956.303200
NAME OF SUBMITTER:	Brian L. Petrequin
SIGNATURE:	/Brian L. Petrequin/
DATE SIGNED:	07/01/2019

Total Attachments: 12

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Agreement"), effective as of 12:01 AM United States Eastern Time on July 1, 2019 (the "Effective Time"), is by and between BROOKS AUTOMATION, INC., a Delaware corporation ("Assignor") and EDWARDS VACUUM LLC, a Delaware limited liability company ("Assignee"; together with Assignor the "Parties," and individually referred to herein as "Party").

WHEREAS, Assignor and Assignee have entered into an Asset Purchase Agreement ("APA"), dated as of August 27, 2018, pursuant to which Assignor has agreed to convey certain Acquired Assets (as defined in the APA), which include the Assigned Marks (as defined below), to Assignee;

WHEREAS, Assignor has the right to assign its interest in the Assigned Marks; and

WHEREAS, Assignor desires to assign its ownership interest in the Assigned Marks, and Assignee desires to acquire such ownership interest in the Assigned Marks;

NOW, THEREFORE, in consideration of the foregoing recitals and the representations, warranties and covenants contained herein and in the APA and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

I. DEFINITIONS

1.1 In addition to the definitions set forth below and herein, capitalized terms used herein or in any attachment or schedule hereto and not defined herein or therein shall have the meanings assigned to them in the APA.

1.2 "Assigned Marks" as used herein shall mean the Assignor Domain Names and Assignor Trademarks.

1.3 "Assignor Domain Names" shall mean those domain names, social media sites and associated domain name and social media site registrations listed on **Exhibit A** hereto.

1.4 "Assignor Trademarks" shall mean those trademarks and service marks listed on **Exhibit B** hereto, including any and all issuances, extensions and renewals thereof and applicable foreign counterparts thereto, and the goodwill of the business pertaining thereto.

II. ASSIGNMENT

2.1 Assignor hereby irrevocably sells, assigns, transfers and conveys to Assignee all worldwide right, title and interest Assignor now has or ever has had in and to each of the Assigned Marks in all jurisdictions where Assignor has rights, together with the associated goodwill of the business symbolized thereby, and all benefits, privileges, causes of actions, claims and remedies arising out of or relating to the Assigned Marks, the exploitation thereof, and the use or ownership of any of the Assigned Marks after the Effective Time, including, without limitation, the exclusive right to: (a) apply for and maintain all applications, registrations or renewals for the Assigned Marks in any jurisdiction throughout the world; (b) all rights of any kind whatsoever (including, without limitation, priority rights) of Assignor accruing under or with respect to the Assigned Marks provided by applicable Governmental Rule of any jurisdiction, by international treaties and conventions and otherwise throughout the world, (c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the

foregoing; (d) any and all claims and causes of action with respect to, including, without limitation, the right to sue for all past or future infringement, dilution, misappropriation, misuse or other violations of, any rights in the Assigned Marks; and (e) and to settle, obtain equitable and injunctive relieve and retain proceeds from any such claim or action except as prohibited by Governmental Rule; provided however that Assignee shall have no obligation to sue for any such legal and equitable relief and to collect or otherwise recover any such damages.

2.2 Subject to the terms and provisions of the APA, Assignee assumes full responsibility for, and Assignor is relieved of all future obligations relating to, the Assigned Marks, including, without limitation, by way of example only and not limitation all costs, taxes, fees, expenses, including, without limitation, legal fees, and responsibilities and obligations in all jurisdictions relating to, concerning, or arising from (a) the transfer, use, ownership, or maintenance of the Assigned Marks by Assignee; (b) any claim or action against Assignee relating to or arising out of its ownership, maintenance or use of any of the Assigned Marks that accrue after the Effective Time; (c) the preparation, filing and recording of any assignments or transfer documents for any of the Assigned Marks; (d) maintaining, defending, enforcing and litigating any rights in or to the Assigned Marks; and (e) registering, renewing or maintaining any trademark registrations for the Assigned Marks.

III. PAYMENT. Consideration for the assignment to Assignee under this Agreement is included in the Purchase Price provided under the APA.

IV. FURTHER ASSURANCES

4.1 This Agreement shall automatically be binding on Assignor and Assignee as of the Effective Time.

4.2 Upon request from Assignee and at Assignee's expense, Assignor shall furnish, execute, verify and acknowledge such documents or information, including, without limitation, any instruments of transfer, recordable assignments, affidavits, declarations, oaths, exhibits, powers of attorney or other documents, and perform such other acts as Assignee lawfully and reasonably may request from time to time, to perfect and vest title in the Assigned Marks in Assignee. It is the sole responsibility of Assignee to prepare and record this Agreement for any of the Assigned Marks.

4.3 Assignor agrees to execute any necessary confirmatory assignment and other documents acknowledging that it transferred whatever rights it has in the Assigned Marks to Assignee for recording at any relevant Governmental Authority. Except as provided in the APA, Assignee shall bear all costs, expenses and responsibility for determining what confirmatory assignments are necessary, preparing such confirmatory assignments, and filing the same, and shall be responsible for any Governmental Authority fees or other fees, costs, taxes or expenses associated with any confirmatory assignments.

V. MISCELLANEOUS.

5.1 This Agreement and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Agreement and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

5.2 Nothing in this Agreement shall be deemed to create, either express or implied, the power of any Party to bind the other and nothing herein shall create a partnership or joint venture between the Parties hereto. Neither Party shall be bound by the actions of the other, shall be liable for the debts of the

other, or shall have the right to share in the profits of the other, as a result of anything contained in this Agreement.

5.3 The Parties hereto acknowledge and agree that this Agreement is entered into pursuant to the APA, to which reference is made for a further statement of the rights and obligations of Assignee and Assignor with respect to the Assigned Marks. The representations, warranties, covenants, agreements, and indemnities contained in the APA shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the APA and the terms hereof, the terms of the APA shall govern.

5.4 This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[Signatures are on the following page]

IN WITNESS WHEREOF, the Parties hereto have caused this Trademark Assignment Agreement to be duly signed as of the date set forth below.

BROOKS AUTOMATION, INC.

By: _____
Name: Stephen S. Schwartz
Title: President and CEO

Dated: July 1, 2019

EDWARDS VACUUM LLC

By: _____
Name: Scott Balaguer
Title: Vice President and General Manager,
Semiconductor Division North America

Dated: July ___, 2019

[*Signature Page to Trademark Assignment Agreement*]

IN WITNESS WHEREOF, the Parties hereto have caused this Trademark Assignment Agreement to be duly signed as of the date set forth below.

BROOKS AUTOMATION, INC.

By:_____
Name: Stephen S. Schwartz
Title: President and Chief Executive Officer

Dated: July __, 2019

EDWARDS VACUUM LLC

By: _____
Name: Scott Balagier
Title: Vice President and General Manager,
Semiconductor Division North America

Dated: July 1, 2019

[*Signature Page to Trademark Assignment Agreement*]

COMMONWEALTH OF MASSACHUSETTS)
) SS:
COUNTY OF Middlesex)

On this 1ST day of July, 2019, personally came before me Stephen S. Schwartz, and this person acknowledged under oath, to my satisfaction, that:

(a) This person signed, sealed and delivered the foregoing instrument as the President and Chief Executive Officer of Brooks Automation, Inc., a Delaware corporation; and

(b) This document was signed and delivered by Brooks Automation, Inc. a Delaware corporation, as its voluntary act and deed by virtue of authority from its directors.

Barbara A. Dastgheib
Notary Public

BARBARA A. DASTGHEIB
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
October 3, 2025

STATE OF _____)
) SS:
COUNTY OF _____)

On this ____ day of , 2019, personally came before me Scott Balaguer, and this person acknowledged under oath, to my satisfaction, that:

(a) This person signed, sealed and delivered the foregoing instrument as the Vice President and General Manager, Semiconductor Division North America, of Edwards Vacuum LLC, a Delaware limited liability company; and

(b) This document was signed and delivered by Edwards Vacuum LLC, a Delaware limited liability company, as its voluntary act and deed by virtue of authority from its directors.

_____
Notary Public

[*Notary Page to Trademark Assignment Agreement*]

COMMONWEALTH OF MASSACHUSETTS)
) SS:
COUNTY OF _____)

On this _____ day of , 2019, personally came before me Stephen S. Schwartz, and this person acknowledged under oath, to my satisfaction, that:

(a) This person signed, sealed and delivered the foregoing instrument as the President and Chief Executive Officer of Brooks Automation, Inc., a Delaware corporation; and

(b) This document was signed and delivered by Brooks Automation, Inc. a Delaware corporation, as its voluntary act and deed by virtue of authority from its directors.

_____
Notary Public

STATE OF TEXAS)
) SS:
COUNTY OF TRAVIS)

On this 22 day of June , 2019, personally came before me Scott Balaguer, and this person acknowledged under oath, to my satisfaction, that:

(a) This person signed, sealed and delivered the foregoing instrument as the Vice President and General Manager, Semiconductor Division North America, of Edwards Vacuum LLC, a Delaware limited liability company; and

(b) This document was signed and delivered by Edwards Vacuum LLC, a Delaware limited liability company, as its voluntary act and deed by virtue of authority from its directors.

_____
Notary Public

BRANDON DAVIS
Notary Public
STATE OF TEXAS
My Comm. Exp. 07-30-20
Notary ID # 129071474

[*Notary Page to Trademark Assignment Agreement*]

Exhibit A

Assignor Domain Names

Registrar	Domain Name	Status	Expiration Date	Nameserver1	Nameserver2
GoDaddy	CTICRYOGENICS.XXX	Blocked	12/1/2021	ns41.domaincontrol.com	ns42.domaincontrol.com
GoDaddy	CTIHELIX.COM	Active	12/14/2017	AUTH00.NS.UU.NET	AUTH100.NS.UU.NET
GoDaddy	GOLDLINK.XXX	Blocked	12/1/2021	ns41.domaincontrol.com	ns42.domaincontrol.com
GoDaddy	GOLDLINKSUPPORT.COM	Active	12/8/2017	pdns01.domaincontrol.com	pdns02.domaincontrol.com
GoDaddy	GOLDLINKSUPPORT.ORG	Active	12/8/2017	ns37.worldnic.com	ns38.worldnic.com
GoDaddy	HELIX.XXX	Blocked	12/1/2021	ns41.domaincontrol.com	ns42.domaincontrol.com
GoDaddy	HELIXTECHNOLOGY.COM	Active	9/30/2017	PDNS01.DOMAINCONTROL.COM	PDNS02.DOMAINCONTROL.COM
GoDaddy	POLYCOLD.COM	Active	3/5/2022	PDNS03.DOMAINCONTROL.COM	PDNS04.DOMAINCONTROL.COM
GoDaddy	POLYCOLD.XXX	Blocked	12/1/2021	ns41.domaincontrol.com	ns42.domaincontrol.com
GoDaddy	POLYCOLDSYSTEMS.COM	Active	11/8/2017	pdns01.domaincontrol.com	pdns02.domaincontrol.com

Exhibit B

Assignor Trademarks

Mark	Country	Application No.	Filing Date	Registration No.	Registration Date
CTI-CRYOGENICS	US	73/435,671	Jul 22, 1983	1332868	Jul 22, 1983
CTI-CRYOGENICS	Canada	515,045	Jan 11, 1984	321918	Dec 19, 1986
CTI-CRYOGENICS	Israel	57913	Jan 16, 1984	57913	Jan 16, 1984
CTI-CRYOGENICS	Israel	57914	Jan 16, 1984	57914	Jan 16, 1984
CTI-CRYOGENICS	Japan	2001/1984	Jan 13, 1984	2717258	Oct 31, 1996
CTI-CRYOGENICS	Korea	99824	Apr 15, 1999	3385	Jul 18, 2001
CTI-CRYOGENICS	Switzerland	250/84	Jan 19, 1984	338986	Jul 25, 1985
CTI-CRYOGENICS	Taiwan	88015699	Apr 9, 1999	00915643	Dec 1, 2000
CTI-CRYOGENICS	Taiwan	88015700	Apr 9, 1999	00924602	Jan 16, 2001
CTI-CRYOGENICS	Taiwan	88015701	Apr 9, 1999	00907782	Oct 1, 2000
CTI-CRYOGENICS	Taiwan	88015702	Apr 9, 1999	00124030	May 15, 2000
CTI-CRYOGENICS	Taiwan	88015703	Apr 9, 1999	00123278	Apr 16, 2000
CTI-CRYOGENICS	Korea	200025869	Apr 15, 1999	494954	Jun 7, 2001
CTI-CRYOGENICS	Korea	200015487	Apr 15, 1999	410068536	Jun 7, 2001
CTI-CRYOGENICS	Korea	200015488	Apr 15, 1999	66151	Feb 2, 2001
CTI-CRYOGENICS	European Union	004548657	Aug 17, 2005	004548657	Aug 17, 2005
CTI-CRYOGENICS	China	4867600	Aug 30, 2005	4867600	Aug 21, 2008
CTI-CRYOGENICS	China	4867601	Aug 30, 2005	4867601	Sep 21, 2008
CRYODYNE	US	72/102,774	Aug 16, 1960	726502	Jan 16, 1962
CRYODYNE	Japan	27952/68	Apr 25, 1968	954679	Mar 21, 1972
CRYODYNE	Korea	997974	Mar 15, 1999	479554	Oct 24, 2000
CRYODYNE	Taiwan	88010889	Mar 15, 1999	00885427	Mar 16, 2000
CRYODYNE	European Union	004985991	Mar 30, 2006	004985991	Mar 14, 2007
CRYODYNE	China	5641964	Sep 30, 2006	5641964	Aug 21, 2009
CRYO-TORR	US	72/295,030	Apr 5, 1968	0907515	Feb 9, 1971

Mark	Country	Application No.	Filing Date	Registration No.	Registration Date
CRYO-TORR	Japan	85765/78	Nov 27, 1978	1551187	Nov 26, 1982
CRYO-TORR	Korea	99-7973	Mar 15, 1999	0470022	May 15, 2000
CRYO-TORR	Taiwan	88010879	Mar 15, 1999	00915625	Dec 1, 2000
CRYO-TORR	European Union	004986089	Mar 30, 2006	004986089	Mar 14, 2007
CRYO-TORR	China	5641963	Sep 30, 2006	5641963	Jul 14, 2009
HELIX	US	4	Aug 25, 1978	1159851	Jul 7, 1981
HELIX	Korea	99573	Mar 15, 1999	1618	Aug 24, 2000
HELIX	Taiwan	88010880	Mar 15, 1999	00915626	Dec 1, 2000
HELIX	Taiwan	88010881	Mar 15, 1999	00937726	Apr 1, 2001
HELIX	Taiwan	88010882	Mar 15, 1999	00919449	Dec 16, 2000
HELIX	Taiwan	88010887	Mar 15, 1999	00127421	Aug 16, 2000
HELIX	Taiwan	88010888	Mar 15, 1999	00123231	Apr 16, 2000
HELIX	Korea	20013361	Jan 31, 2001	536494	Dec 5, 2002
HELIX	European Union	004551065	Aug 18, 2005	004551065	Dec 18, 2007
GUTS	US	73/630,660	Nov 17, 1986	1461341	Oct 13, 1987
GUTS	Canada	583,892	May 8, 1987	346427	Oct 14, 1988
GUTS	United Kingdom	1310017	May 15, 1987	1310017	Nov 17, 1986
GUTS	Japan	55962/87	May 20, 1987	2144848	Jun 23, 1989
GUTS	Korea	99-3337	Mar 15, 1999	61145	May 15, 2000
GUTS	Korea	99-96	Nov 23, 1999	61145	May 15, 2000
GUTS	Switzerland	3153	May 12, 1987	355599	May 12, 1987
GUTS	Taiwan	88010885	Mar 15, 1999	00123104	Apr 15, 2000
GUTS	Taiwan	88010886	Mar 15, 1999	00123230	Apr 16, 2000
GUTS	European Union	004986212	Mar 30, 2006	004986212	Jan 30, 2008
HELIX	US	73/673,997	Jul 23, 1987	1500199	Aug 16, 1988
HELIX	Australia	479702	Jan 15, 1988	479702	Jan 15, 1988
HELIX	Australia	479701	Jan 15, 1988	479701	Jan 15, 1988
HELIX	Australia	479700	Jan 15, 1988	479700	Jan 15, 1988

Mark	Country	Application No.	Filing Date	Registration No.	Registration Date
HELIX	Canada	598,739	Jan 12, 1988	363570	Nov 17, 1989
HELIX	Japan	4293/88	Jan 21, 1988	22827202	Nov 30, 1990
ON-BOARD	US	74/027,707	Feb 12, 1990	1632925	Jan 29, 1991
ON-BOARD	Benelux	749610	Feb 12, 1990	484202	Jul 25, 1990
ON-BOARD	Canada	662,330	Jul 17, 1990	394219	Feb 14, 1992
ON-BOARD	France	227746	Jul 24, 1990	1603939	Jul 24, 1990
ON-BOARD	United Kingdom	1436413	Feb 12, 1990	1436413	Feb 12, 1990
ON-BOARD	Germany	H63902/7WZ	Jul 24, 1990	1189942	Mar 18, 1994
ON-BOARD	Italy	49633/C90	Aug 8, 1990	908440	Aug 8, 1990
ON-BOARD	Japan	85186/90	Jul 26, 1990	2502165	Feb 26, 1993
ON-BOARD	Japan	85187/90	Jul 26, 1990	2723142	Oct 3, 1997
ON-BOARD	Switzerland	5518/1990	Jul 23, 1990	385815	Jul 23, 1990
ON-BOARD	Korea	997975	Mar 15, 1999	470624	May 23, 2000
ON-BOARD	Taiwan	88010883	Mar 15, 1999	00915627	Dec 1, 2000
ON-BOARD	Taiwan	88010884	Mar 15, 1999	00922435	Jan 1, 2001
ON-BOARD	China	4867583	Aug 30, 2005	4867583	Aug 21, 2008
ON-BOARD	China	4867584	Aug 30, 2005	4867584	Mar 28, 2011
ON-BOARD	US	74/540,218	Jun 20, 1994	1905334	Jul 18, 1995
ON-BOARD	United Kingdom	1583975	Sep 1, 1994	1583975	Sep 1, 1994
ON-BOARD	United Kingdom	1583976	Sep 1, 1994	1583976	Sep 1, 1994
ON-BOARD	Japan	9005394	Sep 5, 1994	3271881	Mar 12, 1997
ON-BOARD	Switzerland	595719944	Sep 1, 1994	424638	Sep 1, 1994
ON-BOARD	Singapore	T03/18249Z	Nov 12, 2003	T0318249Z	Nov 12, 2003
ON-BOARD	Singapore	T03/18250C	Nov 12, 2003	T0318250C	Nov 12, 2003
ON-BOARD	European Union	004986162	Mar 30, 2006	004986162	Aug 1, 2007
GOLDLINK	US	75/603,384	Dec 10, 1998	2482982	Aug 28, 2001
GOLDLINK	European Union	001201177	Jun 4, 1999	001201177	Jun 4, 1999
GOLDLINK	Japan	50663/99	Jun 8, 1999	4447582	Jan 19, 2001

Mark	Country	Application No.	Filing Date	Registration No.	Registration Date
GOLDLINK	Korea	991268	Jun 4, 1999	1278	May 31, 2000
GOLDLINK	Taiwan	88026994	Jun 3, 1999	00922467	Jan 1, 2001
GOLDLINK	Taiwan	88026993	Jun 3, 1999	00128489	Sep 1, 2000
TURBOPLUS	US	75/333,368	Jul 31, 1997	2296566	Nov 30, 1999
TURBOPLUS	Japan	6327/98	Jan 28, 1998	4312421	Sep 3, 1999
TRUEBLUE	US	76/512,130	May 6, 2003	2942683	Apr 19, 2005
TRUEBLUE	Canada	1,195,731	Nov 3, 2003	TMA707602	Feb 18, 2008
TRUEBLUE	European Union	003519881	Nov 4, 2003	003519881	Nov 4, 2003
TRUEBLUE	Japan	2003-098022	Nov 6, 2003	4822573	Dec 3, 2004
TRUEBLUE	Singapore	T03/17881F	Nov 6, 2003	T0317881F	May 6, 2003
TRUEBLUE	Switzerland	05487/2003	Nov 5, 2003	520481	Nov 5, 2003
TRUEBLUE	Taiwan	92064314	Nov 5, 2003	01145008	Mar 16, 2005
TRUEBLUE	Singapore	T03/17882D	Nov 6, 2003	T0317882D	Nov 6, 2003
POLYCOLD	US	72/459,582	Jul 7, 1973	1001788	Jan 14, 1975
POLYCOLD	China	3861677	Dec 25, 2003	3861677	Oct 14, 2005
POLYCOLD	European Union	003597069	Dec 31, 2003	003597069	Dec 31, 2003
POLYCOLD/KATAKANA	Japan	S49-117283	Sep 2, 1974	1321361	Feb 1, 1978
POLYCOLD	Korea	200357047	Dec 24, 2003	618298	May 17, 2005
POLYCOLD	Taiwan	093039904	Aug 27, 2004	1175464	Oct 1, 2005
POLYCOLD (STYLIZED)	US	73/698,532	Dec 1, 1987	1525491	Feb 21, 1989
CRYOTIGER	European Union	003589546	Dec 31, 2003	003589546	Dec 31, 2003
CRYOTIGER	Korea	20081599	Jan 11, 2008	766963	Oct 29, 2008