

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM530184

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Morgan Stanley Senior Funding, Inc.		07/01/2019	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Brooks Automation, Inc.
Street Address:	15 Elizabeth Drive
City:	Chelmsford
State/Country:	MASSACHUSETTS
Postal Code:	01824
Entity Type:	Corporation: DELAWARE
Name:	Biostorage Technologies, Inc.
Street Address:	2910 Fortune Circle West
Internal Address:	Suite E
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:	0726502	CRYODYNE
Registration Number:	0907515	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
Registration Number:	1001788	POLYCOLD

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	1525491	POLYCOLD

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:	07/02/2019

Total Attachments: 8

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

This **PARTIAL RELEASE OF SECURITY INTEREST IN PATENT AND TRADEMARK**, dated as of July 1, 2019, is made by **MORGAN STANLEY SENIOR FUNDING, INC.** 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 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 lenders party thereto (the "Lender Group"), Agent, and the other parties thereto, and (ii) 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"), 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 certain patent collateral including such patent collateral identified in **Schedule A** attached hereto (the "Specified Patents") pursuant to a certain Patent Security Agreement dated as of October 4, 2017 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 October 6, 2017 at Reel 044142, Frame 0258;

WHEREAS, pursuant to the Credit Agreement and 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 certain trademark collateral, including such trademark collateral identified in **Schedule B** attached hereto (the "Specified Trademarks") pursuant to a certain Trademark Security Agreement dated as of October 4, 2017 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 October 6, 2017 at Reel 6176, Frame 0719;

WHEREAS, the Grantors have requested that the Agent release and reassign its interest in the Specified Trademarks and Specified Patents identified on Schedules A and B to each Grantor.

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

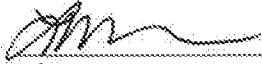
The Agent, on behalf of itself and each member of the Lender Group and in reliance on that certain Officer's Certificate Re Release of Liens delivered to the Agent on the date hereof, hereby:

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 and the Specified Trademarks, 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 Guaranty and Security Agreement in the Specified Trademarks and Specified Patents, without recourse or representation or warranty, express or implied, of any kind; and
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.

MORGAN STANLEY SENIOR FUNDING, INC., AS AGENT

By: 
Name: Lisa Hanson
Title: Vice President

[Signature Page to Partial Release of Security Interests in Specified Patents and Specified Trademarks]

TRADEMARK
REEL: 006684 FRAME: 0105

**SCHEDULE A
SPECIFIED PATENTS**

Country	Application No.	Date Filed	Patent Number	Issue Date	Assignee
US	09/114,549	7/13/1998	6,272,400	8/7/2001	Brooks Automation, Inc.
US	09/627,579	7/28/2000	6,327,863	12/11/2001	Brooks Automation, Inc.
US	09/824,530	4/2/2001	6,530,237	3/11/2003	Brooks Automation, Inc.
US	09/822,106	3/30/2001	6,671,583	12/30/2003	Brooks Automation, Inc.
US	14/523,507	10/24/2014	9,334,859	5/10/2016	Brooks Automation, Inc.
US	13/605,738	9/6/2012	8,869,552	10/28/2014	Brooks Automation, Inc.
US	12/848,681	8/2/2010	8,261,562	9/11/2012	Brooks Automation, Inc.
US	11/590,673	10/31/2006	7,788,942	9/7/2010	Brooks Automation, Inc.
US	09/909,863	7/20/2001	7,127,901	10/31/2006	Brooks Automation, Inc.
US	15/143,125	4/29/2016	10,288,052	5/14/2019	Brooks Automation, Inc.
US	09/948,303	9/6/2001	7,016,751	3/21/2006	Brooks Automation, Inc.
US	10/166,577	6/10/2002	6,598,406	7/29/2003	Brooks Automation, Inc.
US	09/780,026	2/9/2001	6,408,631	6/25/2002	Brooks Automation, Inc.
US	09/878,160	6/7/2001	6,510,697	1/28/2003	Brooks Automation, Inc.

Country	Application No.	Date Filed	Patent Number	Issue Date	Assignee
					Inc.
US	10/763,056	1/21/2004	7,320,224	1/22/2008	Brooks Automation, Inc.
US	11/071,996	3/4/2005	7,103,428	9/5/2006	Brooks Automation, Inc.
US	11/136,325	5/23/2005	7,415,831	8/26/2008	Brooks Automation, Inc.
US	10/608,851	6/27/2003	6,920,763	7/26/2005	Brooks Automation, Inc.
US	10/608,779	6/27/2003	6,895,766	5/24/2005	Brooks Automation, Inc.
US	10/804,842	3/19/2004	7,194,867	3/27/2007	Brooks Automation, Inc.
US	10/734,079	12/11/2003	7,024,866	4/11/2006	Brooks Automation, Inc.
US	10/948,955	9/24/2004	7,313,922	1/1/2008	Brooks Automation, Inc.
US	11/032,701	1/7/2005	RE40,627	1/27/2009	Brooks Automation, Inc.
US	09/870,385	5/30/2001	6,574,978	6/10/2003	Brooks Automation, Inc.
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,

Country	Application No.	Date Filed	Patent Number	Issue Date	Assignee
					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	12/936,129	4/3/2009	9,567,988	2/14/2017	Brooks Automation, Inc.
US	14/001,803	3/5/2012	10113781	30 Oct 2018	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,

Country	Application No.	Date Filed	Patent Number	Issue Date	Assignee
					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.
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,

Country	Application No.	Date Filed	Patent Number	Issue Date	Assignee
					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	10156386	18 Dec 2019	Brooks Automation, Inc.
US	13/753,093	1/29/2013	9,687,753	6/27/2017	Brooks Automation, Inc.
US	15/633,100	6/26/2017			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	10228167	12 Mar 2019	Brooks Automation, Inc.
US	15/270,354	9/20/2016			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	10/425001	28 Apr 2003	US6843065	18 Jan 2005	Brooks Automation, Inc.

**SCHEDULE B
SPECIFIED TRADEMARKS**

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
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
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

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