

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM567191

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.		12/18/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Edwards Vacuum LLC		
Street Address:	6416 Inducon Drive West		
City:	Sanborn		
State/Country:	NEW YORK		
Postal Code:	14132		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2578620	GOLDLINK	
CORRESPONDENCE DATA			
Fax Number:	3124199440		
<i>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.</i>			
Phone:	312-380-6504		
Email:	dgurfinkel@dennemeyer-law.com		
Correspondent Name:	Daniel M. Gurfinkel		
Address Line 1:	Dennemeyer & Associates, LLC		
Address Line 2:	2 North Riverside Plaza, Suite 1500		
Address Line 4:	Chicago, ILLINOIS 60606		
NAME OF SUBMITTER:	Daniel M Gurfinkel		
SIGNATURE:	/daniel m gurfinkel/		
DATE SIGNED:	03/16/2020		
Total Attachments: 6			
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OP \$40.00 2578620

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Agreement"), effective as of December 17, 2019 (the "Effective Time"), is by and between BROOKS AUTOMATION, INC., a Delaware corporation, of 15 Elizabeth Drive, Chelmsford, MA 01824, USA ("Assignor") and EDWARDS VACUUM LLC, a Delaware limited liability company, of 6416 Inducon Drive West, Sanborn, New York 14132, USA ("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 these additional 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 "Assignor Trademarks" shall mean those additional trademarks and service marks listed on Exhibit A 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.

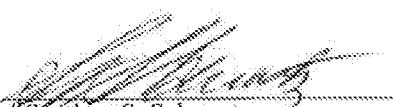
5.3 The Parties hereto acknowledge and agree that this Agreement is entered into pursuant to the APA, to which reference is made for a further statement of the rights and obligations of Assignee and Assignor with respect to the Assigned Marks. The representations, warranties, covenants, agreements, and 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.

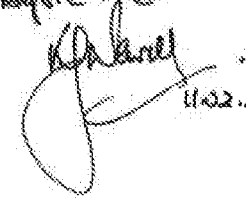
By: 
Name: Stephen S. Schwartz
Title: President and CEO

Dated: December 18, 2019

EDWARDS VACUUM LLC

By: 
Name: Kate Rawlins
Title: Head of Intellectual Property

Dated: 11 February, ²⁰²⁰~~2019~~

Before me:

11/02/2020

[Signature Page to Trademark Assignment Agreement]

Exhibit A

Assignor Trademarks

Mark	Country	Application No.	Filing Date	Registration No.	Registration Date
GOLDLINK	US	76318720	9/27/01	2578620	6/11/02
GOLDLINK	EUTM	002635597	3/19/02	002635597	9/17/03

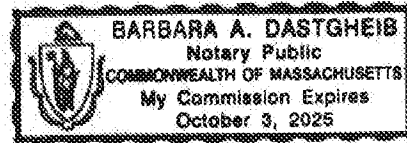
COMMONWEALTH OF MASSACHUSETTS)
) SS:
COUNTY OF MIDDLESEX)

On this 18th day of December, 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



STATE OF United Kingdom)
) SS:
COUNTY OF West Sussex)

On this 11th day of February, 2020, personally came before me Kate Rawlins, and this person acknowledged under oath, to my satisfaction, that:

- (a) This person signed, sealed and delivered the foregoing instrument as the Head of Intellectual Property, of Edwards Vacuum LLC, a Delaware limited liability company; and
- (b) This document was signed and delivered by Edwards Vacuum LLC, a Delaware a Delaware limited liability company, as its voluntary act and deed by virtue of authority from its directors.

K. Rawlins

Notary Public

KEVIN J NEWELL
NOTARY PUBLIC
13 BRIGHTON ROAD, CRAWLEY
WEST SUSSEX, BN19 6AE
UNITED KINGDOM

[Notary Page to Trademark Assignment Agreement]

My commission is
unlimited in time

