

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM692776

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.		10/01/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Brooks Automation Holding, LLC		
Street Address:	15 Elizabeth Drive		
City:	Chelmsford		
State/Country:	MASSACHUSETTS		
Postal Code:	01824		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	4731806	BROOKS	
Registration Number:	4748552	BROOKS	
Serial Number:	88351180	FLEXALIGN	
Registration Number:	3529120	FUSION	
Registration Number:	2572068	GUARDIAN	
Serial Number:	90342113	GUARDIANPRO	
Serial Number:	90717771	GUARDIANPRO	
Registration Number:	2320033	MAGNATRAN	
Registration Number:	6180984	MARATHON	
Serial Number:	90129797	PUROMAXX	
Registration Number:	3493921	VISION	
Registration Number:	2806862	ZARIS	
CORRESPONDENCE DATA			
Fax Number:	9783410136		
<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:	(978) 341-0036		
Email:	trademarks@hbsr.com		
Correspondent Name:	Christopher K. Albert		
Address Line 1:	Hamilton, Brook, Smith & Reynolds, P.C.		

CH \$315.00 4731806

Address Line 2: 530 Virginia Road, P.O. Box 9133
Address Line 4: Concord, MASSACHUSETTS 01742-9133

NAME OF SUBMITTER: Christopher K. Albert

SIGNATURE: /Christopher K. Albert/

DATE SIGNED: 12/06/2021

Total Attachments: 9

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (“Agreement”), effective as of 12:01 A.M. United States Eastern Time on October 1, 2021 (the “Effective Time”), is by and between Brooks Automation, Inc., a Delaware corporation with a principal place of business of 15 Elizabeth Drive, Chelmsford, MA 01824 (“Assignor”), and Brooks Automation Holding, LLC, a Delaware limited liability company with a principal place of business of 15 Elizabeth Drive, Chelmsford, MA 01824 (“Assignee”; together with Assignor, the “Parties,” and individually referred to herein as a “Party”).

WHEREAS, Assignor and Assignee have entered into an Asset Contribution Agreement (the “Contribution Agreement”), dated as of September 21, 2021, pursuant to which Assignor has agreed to convey certain Contributed Assets (as defined in the Contribution Agreement), which include the Assigned Trademarks (as defined below), to Assignee;

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

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

NOW, THEREFORE, in consideration of the foregoing recitals and the representations, warranties and covenants contained herein and in the Contribution Agreement 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 Contribution Agreement.

1.2 “Assigned Trademarks” 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 registrations and applications, 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 Trademarks 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 Trademarks, the exploitation thereof, and the use or ownership of any of the Assigned Trademarks after the Effective Time, including, without limitation, the exclusive right to: (a) apply for and maintain all applications, registrations or renewals for the Assigned Trademarks 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 Trademarks 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 Trademarks; 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 Contribution Agreement, Assignee assumes full responsibility for, and Assignor is relieved of all future obligations relating to, the Assigned Trademarks, 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 Trademarks 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 Trademarks that accrue after the Effective Time; (c) the preparation, filing and recording of any assignments or transfer documents for any of the Assigned Trademarks; (d) prosecuting, maintaining, defending, enforcing and litigating any rights in or to the Assigned Trademarks; and (e) registering, renewing or maintaining any trademark registrations for the Assigned Trademarks.

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

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 Trademarks in Assignee. It is the sole responsibility of Assignee to prepare and record this Agreement for any of the Assigned Trademarks.

4.3 Assignor agrees to execute any necessary confirmatory assignment and other documents acknowledging that it transferred whatever rights it has in the Assigned Trademarks to Assignee for recording at any relevant Governmental Authority. Except as provided in the Contribution Agreement, 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 Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware 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.

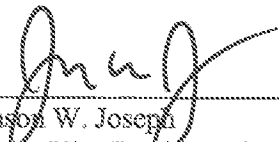
5.3 The Parties hereto acknowledge and agree that this Agreement is entered into pursuant to the Contribution Agreement to which reference is made for a further statement of the rights and obligations of Assignee and Assignor with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Contribution Agreement 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 Contribution Agreement and the terms hereof, the terms of the Contribution Agreement 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]

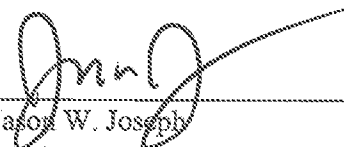
IN WITNESS WHEREOF, the Parties hereto have caused this Trademark Assignment Agreement to be duly signed as of the date set forth below.

BROOKS AUTOMATION, INC.

By: 
Name: Jason W. Joseph
Title: Senior Vice President, General Counsel and Secretary

Dated: October 1, 2021

BROOKS AUTOMATION HOLDING, LLC

By: 
Name: Jason W. Joseph
Title: Secretary

Dated: October 1, 2021

[Trademark Assignment Agreement Signature Page]

TRADEMARK
REEL: 007521 FRAME: 0271

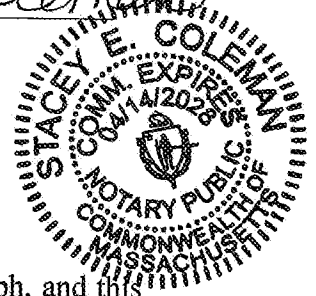
COMMONWEALTH OF MASSACHUSETTS)
) SS:
COUNTY OF MIDDLESEX)

On this 1st day of October, 2021, personally came before me Jason W. Joseph, and this person acknowledged under oath, to my satisfaction, that:

(a) This person signed, sealed and delivered the foregoing instrument as the Senior Vice President, General Counsel and Secretary 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.

Stacey E. Coleman
Notary Public



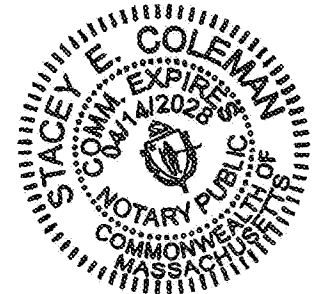
COMMONWEALTH OF MASSACHUSETTS)
) SS:
COUNTY OF MIDDLESEX)

On this 1st day of October, 2021, personally came before me Jason W. Joseph, and this person acknowledged under oath, to my satisfaction, that:

(a) This person signed, sealed and delivered the foregoing instrument as the Secretary of Brooks Automation Holding, LLC, a Delaware limited liability company; and

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

Stacey E. Coleman
Notary Public



[Trademark Assignment Agreement Notary Page]

Exhibit A

Assignor Domain Names

- brooks.support
- brooksautomation.com
- brooksautomationinc.com
- brookspathway.com
- guardianleap.com
- magnatran.co
- magnatranleap.com
- magnatranoptimax.com
- marathonleap.com
- marathonleapax.com
- marathonleapvx.com
- puromaxx.co
- tec-sem.com
- tec-semgroup.com
- tecsem.com
- tecsemgroup.com
- visionleap.co
- preciseautomation.com

Exhibit B

Assignor Trademarks

[ATTACHED]

BROOKS & Design	U.S.	85/488,579	Dec 6, 2011	4731806	May 5, 2015	0100.0482-000
BROOKS & Design	U.S.	85/976,716	Dec 6, 2011	4748552	Jun 2, 2015	0100.0482-007
BROOKS & Design	European Union	010902633	May 22, 2012	010902633	May 22, 2013	0100.0482-008
BROOKS & Design	China	11029263	Jun 6, 2012	11029263	May 14, 2015	0100.0482-009
BROOKS & Design	Japan	2012045616	May 23, 2012	5629082	Nov 8, 2013	0100.0482-010
BROOKS & Design	Republic of Korea	4520122894	Jun 5, 2012	48959	Apr 9, 2014	0100.0482-011
BROOKS & Design	Singapore	T1207993J	Jun 6, 2012	T1207993J	Jun 6, 2012	0100.0482-012
BROOKS & Design	Switzerland	569232012	Jun 5, 2012	644909	Jun 7, 2013	0100.0482-013
BROOKS & Design	Taiwan R.O.C.	101030244	May 31, 2012	01966086	Jan 16, 2019	0100.0482-014
BROOKS & Design	India	2376694	Aug 8, 2012	2376694	Nov 29, 2018	0100.0482-015
BROOKS & Design	China	11029264	Jun 6, 2012	11029264	Dec 7, 2013	0100.0482-017
BROOKS & Design	Japan	2012045617	Jun 6, 2012	5586758	May 31, 2013	0100.0482-018
BROOKS & Design	China	11029262	Jun 6, 2012	11029262	Nov 7, 2020	0100.0482-024
BROOKS & Design	China	11029185	Jun 6, 2012	11029185	Aug 21, 2014	0100.0482-025
BROOKS & Design	China	11029184	Jun 6, 2012	11029184	Apr 28, 2014	0100.0482-026
BROOKS & Design	Republic of Korea	4020130057403	Aug 27, 2013	1101553	Apr 29, 2015	0100.0482-027
BROOKS & Design	United Kingdom	010902633	May 22, 2012	UK009010902633	May 22, 2013	0100.0482-028
FLEXALIGN	U.S.	88/351,180	Mar 21, 2019			0100.0530-000
FLEXALIGN	European Union	018125419	Sep 18, 2019	018125419	Feb 4, 2020	0100.0530-001
FLEXALIGN	Taiwan R.O.C.	108062063	Sep 20, 2019	02102893	Nov 16, 2020	0100.0530-002
FLEXALIGN	International	A0089714	Sep 18, 2019	1497422	Sep 18, 2019	0100.0530-003
FLEXALIGN	Japan	A0089714	Sep 18, 2019	1497422	Sep 18, 2019	0100.0530-005
FLEXALIGN	Republic of Korea	A0089714	Sep 18, 2019	1497422	Sep 18, 2019	0100.0530-006
FLEXALIGN	United Kingdom	A0089714	Sep 18, 2019	1497422	Sep 18, 2019	0100.0530-007
FLEXALIGN	United Kingdom	018125419	Sep 18, 2019	UK00918125419	Feb 4, 2020	0100.0530-008
FUSION	U.S.	78/714,403	Sep 16, 2005	3529120	Nov 4, 2008	0100.0365-000
FUSION	European Union	004958732	Mar 15, 2006	004958732	Oct 27, 2008	0100.0365-002
FUSION	Taiwan R.O.C.	095012524	Mar 15, 2006	01287158	Nov 16, 2007	0100.0365-005
FUSION	Japan	2006107903	Nov 20, 2006	5072001	Aug 17, 2007	0100.0365-006
FUSION	China	7898987	Dec 9, 2009	7898987	Nov 14, 2015	0100.0365-007
FUSION	United Kingdom	004958732	Mar 15, 2006	UK00904958732	Oct 27, 2008	0100.0365-008
FUSION	European Union	006579361	Jan 14, 2008	006579361	Jan 14, 2008	0100.0415-001
FUSION	United Kingdom	006579361	Jan 14, 2008	UK00906579361	Jan 14, 2008	0100.0415-002
FUSION CONTROLLER	Republic of Korea	200727444	May 22, 2007	738155	Feb 22, 2008	0100.0405-001
GUARDIAN	U.S.	76/038,220	May 2, 2000	2572068	May 21, 2002	0100.0383-000
GUARDIANPRO	U.S.	90/342,113	Nov 25, 2020			0100.0561-000
GUARDIANPRO	U.S.	90/717,771	May 18, 2021			0100.0561-001
GUARDIANPRO	European Union	018474941	May 19, 2021			0100.0561-002
GUARDIANPRO	Taiwan R.O.C.	110035555	May 20, 2021			0100.0561-003
GUARDIANPRO	International	A0109066	May 19, 2021			0100.0561-004
GUARDIANPRO	China	A0109066	May 19, 2021			0100.0561-005
GUARDIANPRO	Japan	A0109066	May 19, 2021			0100.0561-006
GUARDIANPRO	Republic of Korea	A0109066	May 19, 2021			0100.0561-007
GUARDIANPRO	Singapore	A0109066	May 19, 2021			0100.0561-008
GUARDIANPRO	Switzerland	A0109066	May 19, 2021			0100.0561-009
GUARDIANPRO	United Kingdom	A0109066	May 19, 2021			0100.0561-010
INFINITY	European Union	018125423	Sep 18, 2019	018125423	Feb 4, 2020	0100.0522-001
INFINITY	International	A0089715	Sep 18, 2019	1505109	Sep 18, 2019	0100.0522-003
INFINITY	Republic of Korea	A0089715	Sep 18, 2019	1505109	Sep 18, 2019	0100.0522-006
INFINITY	United Kingdom	A0089715	Sep 18, 2019	1505109	Sep 18, 2019	0100.0522-007
JET	Taiwan R.O.C.	095012518	March 15, 2006	1287102	November 16, 2007	0100.0366-005
JET	Japan	200622842	March 14, 2006	5092542	November 16, 2007	0100.0366-003
JET	European Union	004958906	March 15, 2006	004958906	May 24, 2007	0100.0366-002
M2 NANO	Japan	2007102823	Oct 3, 2007	5102544	Dec 28, 2007	0100.0403-003
MAGNATRAN	U.S.	75/299,504	May 28, 1997	2320033	Feb 22, 2000	0100.0300-000
MAGNATRAN	China	6390056	Nov 20, 2007	6390056	Mar 7, 2010	0100.0300-001
MAGNATRAN	International	A0052283	Aug 5, 2015	1268789	Aug 5, 2015	0100.0300-002
MAGNATRAN	European Union	A0052283	Aug 5, 2015	1268789	Aug 17, 2016	0100.0300-003
MAGNATRAN	China	A0052283	Aug 5, 2015	1268789	Aug 5, 2015	0100.0300-004
MAGNATRAN	Republic of Korea	A0052283	Aug 5, 2015	1268789	Aug 5, 2015	0100.0300-005
MAGNATRAN	Taiwan R.O.C.	104046597	Aug 10, 2015	01769029	May 16, 2016	0100.0300-006
MAGNATRAN	Japan	A0052283	Aug 5, 2015			0100.0300-007
MAGNATRAN	United Kingdom	A0052283	Aug 5, 2015	UK00801268789	Aug 17, 2016	0100.0300-008
MARATHON	China	6390057	Nov 20, 2007	6390057	Mar 7, 2010	0100.0301-001

MARATHON	U.S.	88/393,349	Apr 19, 2019	6180984	Oct 20, 2020	0100.0532-000
MARATHON	European Union	018137124	Oct 15, 2019	018137124	Sep 28, 2020	0100.0532-001
MARATHON	International	A0090649	Oct 15, 2019	1503644	Oct 15, 2019	0100.0532-003
MARATHON	China	A0090649	Oct 15, 2019			0100.0532-004
MARATHON	Japan	A0090649	Oct 15, 2019			0100.0532-005
MARATHON	Republic of Korea	A0090649	Oct 15, 2019	1503644	Oct 15, 2019	0100.0532-006
MARATHON	United Kingdom	A0090649	Oct 15, 2019	1503644	Oct 15, 2019	0100.0532-007
MARATHON	Singapore	A0090649	Oct 15, 2019	1503644	Oct 15, 2019	0100.0532-008
MARATHON	Taiwan R.O.C.	109880536	Aug 18, 2020			0100.0532-009
MARATHON	Taiwan R.O.C.	109880537	Aug 18, 2020	02103836	Dec 1, 2020	0100.0532-010
MARATHON	United Kingdom	018137124	Oct 15, 2019	UK00918137124	Sep 28, 2020	0100.0532-011
MARATHON 2	China	7065681	Nov 19, 2008	7065681	Jul 7, 2010	0100.0421-001
MARATHON 2	Japan	2008095138	Nov 26, 2008	5200960	Jan 30, 2009	0100.0421-002
MARATHON EXPRESS	China	6390058	Nov 20, 2007	6390058	Mar 7, 2010	0100.0302-001
PUROMAXX	U.S.	90/129,797	Aug 21, 2020			0100.0556-000
PUROMAXX	Taiwan R.O.C.	110011264	Feb 20, 2021			0100.0556-001
PUROMAXX	International	A0105475	Feb 16, 2021			0100.0556-002
PUROMAXX	China	A0105475	Feb 16, 2021			0100.0556-003
PUROMAXX	European Union	018399063	Feb 15, 2021			0100.0556-004
PUROMAXX	Japan	A0105475	Feb 16, 2021			0100.0556-005
PUROMAXX	Republic of Korea	A0105475	Feb 16, 2021			0100.0556-006
PUROMAXX	Singapore	A0105475	Feb 16, 2021			0100.0556-007
PUROMAXX	United Kingdom	A0105475	Feb 16, 2021			0100.0556-008
RAZOR	China	5217776	Mar 16, 2006	5217776	Aug 14, 2010	0100.0363-001
RAZOR	European Union	004958501	Mar 15, 2006	004958501	May 24, 2007	0100.0363-002
RAZOR	Japan	200622808	Mar 14, 2006	5108067	Feb 1, 2008	0100.0363-003
RAZOR	Republic of Korea	2006-13442	Mar 15, 2006	730317	Dec 6, 2007	0100.0363-004
RAZOR	Taiwan R.O.C.	095012521	Mar 15, 2006	01243568	Jan 1, 2007	0100.0363-005
RAZOR	China	8085868	Feb 26, 2010	8085868	Dec 7, 2012	0100.0363-007
RAZOR	United Kingdom	004958501	Mar 15, 2006	UK00904958501	May 24, 2007	0100.0363-008
VISION	U.S.	78/714,394	Sep 16, 2005	3493921	Aug 26, 2008	0100.0364-000
VISION	China	5217201	Mar 16, 2006	5217201	Apr 14, 2009	0100.0364-001
VISION	European Union	004958625	Mar 15, 2006	004958625	Apr 23, 2007	0100.0364-002
VISION	Japan	2006-22809	Mar 14, 2006	5003025	Nov 10, 2006	0100.0364-003
VISION	Taiwan R.O.C.	095012523	Mar 15, 2006	01336885	Nov 16, 2008	0100.0364-005
VISION	United Kingdom	004958625	Mar 15, 2006	UK00904958625	Apr 23, 2007	0100.0364-006
VISION LOADPORT	Republic of Korea	200830400	Jun 20, 2008	792956	Jun 22, 2009	0100.0422-001
ZARIS	U.S.	76/012,691	Mar 29, 2000	2806862	Jan 20, 2004	0100.0309-000