

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM693415

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 Holding, LLC		10/01/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Brooks Automation US, 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		

CH \$315.00 4731806

Address Line 1: Hamilton, Brooks, Smith & Reynolds, P.C.
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: 12/08/2021

Total Attachments: 9

source=Trademark Assignment#page1.tif
source=Trademark Assignment#page2.tif
source=Trademark Assignment#page3.tif
source=Trademark Assignment#page4.tif
source=Trademark Assignment#page5.tif
source=Trademark Assignment#page6.tif
source=Trademark Assignment#page7.tif
source=Trademark Assignment#page8.tif
source=Trademark Assignment#page9.tif

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (“Agreement”), effective as of immediately after 12:01 A.M. United States Eastern Time on October 1, 2021 (the “Effective Time”), is by and between Brooks Automation Holding, LLC, a Delaware limited liability company with a principal place of business of 15 Elizabeth Drive, Chelmsford, MA 01824 (“Assignor”), and Brooks Automation US, 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]

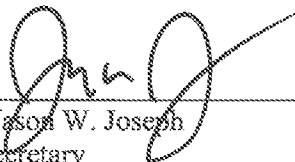
IN WITNESS WHEREOF, the Parties hereto have caused this Trademark Assignment Agreement to be duly signed as of the date set forth below.

BROOKS AUTOMATION HOLDING, LLC

By: 
Name: Jason W. Joseph
Title: Secretary

Dated: October 1, 2021

BROOKS AUTOMATION US, LLC

By: 
Name: Jason W. Joseph
Title: Secretary

Dated: October 1, 2021

[Trademark Assignment Agreement Signature Page]