

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM706124

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECOND LIEN TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Brooks Automation US, LLC		02/01/2022	Limited Liability Company: DELAWARE
Precise Automation, Inc.		02/01/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Goldman Sachs USA		
Street Address:	200 West Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10282		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	4731806	BROOKS	
Registration Number:	4748552	BROOKS	
Registration Number:	3529120	FUSION	
Registration Number:	2572068	GUARDIAN	
Registration Number:	2320033	MAGNATRAN	
Registration Number:	6180984	MARATHON	
Registration Number:	3169382	PRECISE AUTOMATION	
Registration Number:	5072198	PRECISE AUTOMATION	
Registration Number:	3493921	VISION	
Registration Number:	2806862	ZARIS	
CORRESPONDENCE DATA			
Fax Number:	3128622200		
<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:	312-862-4396		
Email:	noreen.gosselin@kirkland.com		
Correspondent Name:	Noreen Gosselin		
Address Line 1:	Kirkland & Ellis LLP		

CH \$265.00 4731806

Address Line 2: 300 North LaSalle
Address Line 4: CHICAGO, ILLINOIS 60654

ATTORNEY DOCKET NUMBER: 36772-239

NAME OF SUBMITTER: NOREEN GOSSELIN

SIGNATURE: /NOREEN GOSSELIN/

DATE SIGNED: 02/02/2022

Total Attachments: 6

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SECOND LIEN TRADEMARK SECURITY AGREEMENT dated as of February 1, 2022 (this “**Agreement**”), among Brooks Automation US, LLC, a limited liability company existing under the laws of Delaware, Precise Automation, Inc., a corporation existing under the laws of Delaware, (each, a “**Grantor**” and collectively, the “**Grantors**”) and Goldman Sachs USA (in its individual capacity, “**Goldman**”), as collateral agent (in such capacity, the “**Collateral Agent**”).

Reference is made to (a) the Second Lien Pledge and Security Agreement dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among the Grantors, Altar MidCo, Inc., a corporation existing under the laws of Delaware (“**Holdings**”), Altar BidCo, Inc., a corporation existing under the laws of Delaware (the “**Borrower**”), the Subsidiaries of the Borrower from time to time party thereto, and the Collateral Agent, and (b) the Second Lien Credit Agreement dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified, refinanced and/or restated from time to time, the “**Credit Agreement**”), among the Grantors, Holdings, the Borrower, the Subsidiaries of the Borrower from time to time party thereto, the Lenders from time to time party thereto and Goldman, as administrative agent and collateral agent for the Lenders party thereto. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantors will derive substantial benefits from the extension of credit pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.01 of the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the prompt and complete payment or performance, as the case may be, in full of their Secured Obligations, the Grantors, hereby pledge, mortgage, hypothecate and grant to the Collateral Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in, all right, title and interest in to and under all of the following personal property and other assets, whether now owned by or owing to, or hereafter acquired by or arising in favor of such Grantor (collectively, the “**Trademark Collateral**”):

- (a) all of the Trademarks owned by such Grantor and constituting Collateral, including those listed on Schedule I, and the goodwill of the business symbolized by the foregoing;
- (b) all renewals of the foregoing;
- (c) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements or dilutions thereof;

(d) all rights to sue for past, present, and future infringements or dilutions of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and

(e) all rights corresponding to any of the foregoing.

Notwithstanding the foregoing, the Trademark Collateral shall not include, and the Security Interest shall not extend to, any Excluded Assets; provided, that immediately upon the ineffectiveness, lapse or termination of any restriction or condition causing or resulting in any personal property or other assets that would otherwise constitute Trademark Collateral to constitute Excluded Assets, the Trademark Collateral shall include, and the Security Interest shall extend to, such personal property or other assets as if such restriction or condition had never been in effect.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The Grantors authorize and request that the Commissioner of Patents and Trademarks, record this Trademark Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. The Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and any Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Termination. Subject to Section 7.11 of the Security Agreement, upon the Termination Date, this Agreement shall terminate and the security interest in the Trademark Collateral shall be released. Upon the termination of this Agreement, the Agent shall execute all documents, make all filings, take all other actions reasonably requested by the Grantors to evidence and record the release of the security interests in the Trademark Collateral granted herein.

SECTION 5. Counterparts. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or by email as a “.pdf” or “.tif” attachment or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 6. **CHOICE OF LAW. THIS AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT, WHETHER IN TORT, CONTRACT (AT LAW OR IN EQUITY) OR OTHERWISE, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF ANY OTHER LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK.**

SECTION 7. Intercreditor Agreements. Notwithstanding anything herein to the contrary, the liens and security interests granted to the Collateral Agent pursuant to this Agreement and the exercise of any right or remedy by the Collateral Agent hereunder, are subject to the provisions of any Intercreditor Agreement then in effect. In the event of any conflict between the terms of any Intercreditor Agreement then in effect and the terms of this Agreement, the terms of such Intercreditor Agreement shall govern and control. No right, power or remedy granted to the Collateral Agent hereunder shall be exercised by the Collateral Agent, and no direction shall be given by the Collateral Agent, in contravention of any such Intercreditor Agreement.

[Remainder of this page intentionally blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

BROOKS AUTOMATION US, LLC,
as the Grantor

By: 
David Pietrantonio (Jan 31, 2022 1:58:52 EST)
Name: David Pietrantonio
Title: Treasurer and Secretary

PRECISE AUTOMATION INC.,
as the Grantor

By: 
David Pietrantonio (Jan 31, 2022 1:59:52 EST)
Name: David Pietrantonio
Title: Treasurer and Secretary

GOLDMAN SACHS BANK USA,
as Collateral Agent,

By: _____

Name: Robert Ehudin

Title: Authorized Signatory

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007607 FRAME: 0694

Schedule I

United States Trademarks and Trademark Applications

Trademarks:

Trademark	Grantor	Application No.	Date Filed	Registration No.	Registration Date
BROOKS & Design	Brooks Automation US, LLC	85/488,579	Dec 6, 2011	4731806	May 5, 2015
BROOKS & Design	Brooks Automation US, LLC	85/976,716	Dec 6, 2011	4748552	Jun 2, 2015
FUSION	Brooks Automation US, LLC	78/714,403	Sep 16, 2005	3529120	Nov 4, 2008
GUARDIAN	Brooks Automation US, LLC	76/038,220	May 2, 2000	2572068	May 21, 2002
MAGNATRAN	Brooks Automation US, LLC	75/299,504	May 28, 1997	2320033	Feb 22, 2000
MARATHON	Brooks Automation US, LLC	88/393,349	Apr 19, 2019	6180984	Oct 20, 2020
PRECISE AUTOMATION	Precise Automation, Inc.	78/341988	December 17, 2003	3169382	November 7, 2006
PRECISE AUTOMATION	Precise Automation, Inc.	86/929481	March 4, 2016	5072198	November 1, 2016
VISION	Brooks Automation US, LLC	78/714,394	Sep 16, 2005	3493921	Aug 26, 2008
ZARIS	Brooks Automation US, LLC	76/012,691	Mar 29, 2000	2806862	Jan 20, 2004