

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
ITW Delpro, a Division of Illinois Tool Works Inc.	08/31/2009
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Asyst Technologies L.L.C.
<b>Street Address:</b>	5811 99th Avenue
<b>City:</b>	Kenosha
<b>State/Country:</b>	WISCONSIN
<b>Postal Code:</b>	53144
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	12429021
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(414)273-5198
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	414-273-3500
<b>Email:</b>	bgilpin@gklaw.com
<b>Correspondent Name:</b>	Brian G. Gilpin; Godfrey & Kahn, S.C.
<b>Address Line 1:</b>	780 N. Water Street
<b>Address Line 4:</b>	Milwaukee, WISCONSIN 53202
<b>ATTORNEY DOCKET NUMBER:</b>	053990-0110
<b>NAME OF SUBMITTER:</b>	Brian G. Gilpin
<b>Total Attachments: 4</b> source=asyst#page1.tif source=asyst#page2.tif source=asyst#page3.tif source=asyst#page4.tif	

CH \$40.00 12429021

## INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment"), is entered into effective as of August 31, 2009, by and between ASYST TECHNOLOGIES L.L.C., an Illinois limited liability company ("Buyer"), and ITW DELPRO, A DIVISION OF ILLINOIS TOOL WORKS INC., a Delaware corporation ("Seller"). Capitalized terms used herein without definition shall have the meanings assigned to such terms in the Purchase Agreement (as defined below).

### WITNESSTH:

WHEREAS, Seller and Buyer are parties to that certain Asset Purchase Agreement dated August 31, 2009 (the "Purchase Agreement"), pursuant to which Seller agreed to sell and transfer to Buyer, and Buyer agreed to purchase and receive from Seller, all of Seller's right, title and interest in and to all of the Assets, including, without limitation, all of Seller's right, title and interest throughout the world in and to the Intellectual Property; and

WHEREAS, the Intellectual Property includes, but not is not limited to, the patent applications listed on Schedule A, attached hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer hereby agree as follows:

1. Seller hereby assigns to Buyer, and Buyer hereby accepts such assignment of, Seller's entire right, title and interest in and to the patent applications listed on Schedule A, attached hereto, and any and all patents that issues therefrom or claim priority thereto, throughout the world, and all rights of action, powers, and benefits accrued thereto, including the right to sue for and collect damages and profits for past and future infringements thereof.

2. Subject to the provisions of Section 3, below, the rights, title and interest assigned under Section 1, above, shall be for Buyer's own use and enjoyment, and for the use and enjoyment of Buyer's successors and assigns, as fully and entirely as the same would have been held and enjoyed by Seller if this assignment and sale had not been made.

3. Buyer acknowledges and agrees that Seller has been granted certain limited license rights to the registered Intellectual Property following the date hereof as more fully described in Section 1.6(vi) of the Purchase Agreement.

4. Where appropriate, Seller authorizes and requests the Commissioner of Patents and Trademarks of the United States, and an official of any country or countries foreign to the United States, whose duty it is to register patents, to record Buyer as the assignee and owner of the Intellectual Property.

5. Seller covenants that it will, without any requirement of payment by Buyer, upon Buyer's request and at Buyer's cost, promptly provide Buyer with all pertinent facts and documents relating to the patent applications listed on Schedule A as may be known and accessible to Seller and will testify as to the same in any interference or litigation related thereto

and will promptly execute and deliver to Buyer or its legal representative any and all papers, assignments, instruments or affidavits required to apply for, obtain, maintain, issue, and enforce all related applications, inventions, and Letters Patent and all related equivalents thereof in any foreign country which may be necessary or desirable to carry out the purposes thereof.

6. This Assignment is subject, in all respects, to the terms and conditions of the Purchase Agreement and all of the representations, warranties, covenants and agreements contained therein, all of which shall survive the execution and delivery of this Assignment as provided in the Purchase Agreement. Nothing contained in this Assignment shall be deemed to supersede or change any of the obligations, agreements, provisions, covenants, representations or warranties of any party to the Purchase Agreement. In the event of any conflict between this Assignment and the terms and provisions of the Purchase Agreement, the terms and provisions of the Purchase Agreement shall control.

7. No amendment or modification of this Assignment shall be valid unless in writing and signed by an authorized signatory of each of Seller and Buyer.

8. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and permitted assigns.

9. This Assignment and all questions arising in connection herewith shall be governed by and construed in accordance with the internal laws of the State of Illinois, without regard to its conflicts of law principles thereof.

10. This Assignment may be executed in one or more counterparts and by facsimile or portable document format (pdf), all of which shall be considered but one and the same instrument, and shall become effective when one or more such counterparts have been signed by each of the parties and delivered to the other party.

[Signatures on following page.]

IN WITNESS WHEREOF, the parties have executed this Assignment effective as of August 31, 2009.

**BUYER:**

**SELLER:**

ASYST TECHNOLOGIES L.L.C.

ILLINOIS TOOL WORKS INC.

By *Kevin M. Brennan*  
Kevin M. Brennan, President

By *Roland M. Martel*  
Roland M. Martel, Executive Vice President

Signed and sworn before me this 16<sup>th</sup> day of October, 2009.

Signed and sworn before me this 15<sup>th</sup> day of October, 2009.

Notary Public, State of \_\_\_\_\_  
My Commission: \_\_\_\_\_

*Lillian I. Rivas*  
Notary Public, State of IL  
My Commission: 07-19-2010



[Signature page to Assignment.]

Schedule A

Patent Applications

<u>Country</u>	<u>Patent Application No.</u>	<u>Status</u>
US	12/429,021 which claims priority to 61/050,001	Pending – filed April 23, 2009, claiming priority to May 2, 2008

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