

RECORDATION FORM COVER SHEET
PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

Brooks Instrument LLC

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) February 28, 2011

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other

2. Name and address of receiving party(ies)

Name: Ally Commercial Finance LLC, as Agent

Internal Address:

Street Address: 1290 Avenue of the Americas

City: New York

State: New York

Country: USA Zip: 10104

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application or patent number(s):

A. Patent Application No.(s)

See attached Schedule A

☐ This document is being filed together with a new application.

B. Patent No.(s)

See attached Schedule A

Additional numbers attached? ☒ Yes ☐ No

5. Name and address to whom correspondence concerning document should be mailed:

Name: CT Lien Solutions

Internal Address:

Street Address: 187 Wolf Rd Ste 101

City: Albany

State: NY

Zip: 12205

Phone Number: 800-342-3676

Fax Number: 800-962-7049

Email Address:

6. Total number of applications and patents involved: 6

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 240-

- ☒ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☐ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers 5683
Expiration Date 10/12

b. Deposit Account Number

Authorized User Name

9. Signature:

Emily M. Fishman
Signature

March 3, 2011
Date

Emily M. Fishman
Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

OP \$240.00 1257827

Schedule A

Patent/Pub. No.	Title	Application No.	Filing Date	Issue Date
Pub. Number not issued yet	Multi-Gas Flow Device	12578276	10/13/2009	
Pub. Number not issued yet	Multi-Gas Flow Device	12578296	10/13/2009	
Pub. Number not issued yet	Monolithic Vacuum Manometer Utilizing Electrostatic Interference as a Means of Detection	12827531	6/30/2010	
Pub. Number not issued yet (Provisional Filing only)	Advanced Feed-Forward Valve-Control for a Mass Flow Controller	61418827	12/1/2010	
Pub. Number not issued yet (Provisional Filing only)	Self Heated MEMS Based Capacitance Diaphragm Gauge	61421878	12/10/2010	
7720617	FLOW SENSOR SIGNAL CONVERSION	11856585	9/17/2007	May 18, 2010

PATENT ASSIGNMENT OF SECURITY

WHEREAS, Brooks Instrument LLC, a Delaware limited liability company having a mailing address at 407 W. Vine St., Hatfield, PA 19440 ("Grantor"), owns the patents and patent applications shown in the attached Schedule A (the "Patents"), for which there are recordings or applications in the United States Patent and Trademark Office under the numbers shown in the attached Schedule A; and

WHEREAS, Grantor and certain of its affiliates are obligated to Ally Commercial Finance LLC (formerly known as GMAC Commercial Finance LLC) ("Ally CF") and various other financial institutions, collectively, "Lenders") and Ally CF as agent for Lenders ("Agent") pursuant to (i) a certain Loan and Security Agreement, dated as of December 31, 2007, among Agent, Lenders, Grantor and the other loan parties named therein and (ii) a certain Patent Collateral Security Agreement, dated as of December 31, 2007, made by Grantor in favor of Agent (as each may be amended, modified, restated or supplemented from time to time, collectively, the "Agreements"); and

WHEREAS, pursuant to the Agreements, Grantor has granted to Agent for its benefit and for the ratable benefit of Lenders a security interest in Grantor's patents, all patents acquired after the date of the Agreements, including, without limitation, the Patents, all proceeds thereof, all rights corresponding thereto and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, and the recordings and applications therefor.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Grantor does hereby assign unto Agent for its benefit and for the ratable benefit of Lenders and grant to Agent for its benefit and for the ratable benefit of Lenders a security interest in and to Grantor's Patents, and recordings and applications therefor, which assignment and security interest shall secure all the Obligations as defined in the Agreements and in accordance with the terms and provisions thereof.

Grantor expressly acknowledges and affirms that the rights and remedies of Agent and Lenders with respect to the assignment and security interest granted hereby are more fully set forth in the Agreements.

Dated: New York, New York
February 28 2011

BROOKS INSTRUMENT LLC, as Grantor

By: 

Name: Paul Barnatter
Its: Secretary

ALLY COMMERCIAL FINANCE LLC, as
Agent

By: _____

Name: Eric Miller
Its: Managing Director

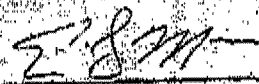
Grantor expressly acknowledges and affirms that the rights and remedies of Agent and Lenders with respect to the assignment and security interest granted hereby are more fully set forth in the Agreements.

Dated: New York, New York
February 23, 2011

BROOKS INSTRUMENT LLC, as Grantor

By: _____
Name: Paul Bamatter
Its: Secretary

ALLY COMMERCIAL FINANCE LLC, as
Agent

By:  _____
Name: Eric Miller
Its: Managing Director

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

ss:

On the 26th day of February, 2011, before me personally came Paul Bamatter, to me known, who being by me duly sworn, did depose and say that he is the Secretary of Brooks Instrument LLC, the limited liability company described in and which executed the foregoing instrument; and that he signed his name thereto by order of the managers of said company.


Notary Public
My Commission Expires:

AIDA KLEIN
Notary Public, State of New York
No. 01146194293 Qualified in Queens County
Certificate Filed in New York County
Commission Expires September 28, 2015

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

ss:

On the ____ day of February, 2011, before me personally came Eric Miller to me known, who being by me duly sworn, did depose and say he is the Managing Director of Ally Commercial Finance LLC, the limited liability company described in and which executed the foregoing instrument; and that he signed his name thereto by order of the managers of said company.

Notary Public
My Commission Expires:

STATE OF NEW YORK

COUNTY OF NEW YORK

On the 18 day of February, 2011, before me personally came Paul Bamatter, to me known, who being by me duly sworn, did depose and say that he is the Secretary of Brooks Instrument LLC, the limited liability company described in and which executed the foregoing instrument; and that he signed his name thereto by order of the managers of said company.

Notary Public
My Commission Expires

STATE OF NEW YORK

COUNTY OF NEW YORK

On the 18 day of February, 2011, before me personally came Eric Miller to me known, who being by me duly sworn, did depose and say he is the Managing Director of Ally Commercial Finance LLC, the limited liability company described in and which executed the foregoing instrument; and that he signed his name thereto by order of the managers of said company.



Notary Public
My Commission Expires

BLANCA D. ALAVA-SILVA
NOTARY PUBLIC, State of New York
No. 01AL6205613
Qualified in Kings County
Commission Expires May 11, 2013

SCHEDULE A

Schedule A to a Patent Assignment of Security dated February 28, 2011, between Brooks Instrument, LLC ("Grantor"), and Ally Commercial Finance LLC, as Agent.

[Please See Schedule A Attached]