# PATENT ASSIGNMENT

# Electronic Version v1.1 Stylesheet Version v1.1

 SUBMISSION TYPE:
 NEW ASSIGNMENT

 NATURE OF CONVEYANCE:
 ASSIGNMENT

### **CONVEYING PARTY DATA**

| Name          | Execution Date |
|---------------|----------------|
| Intevac, Inc. | 01/05/2012     |

## **RECEIVING PARTY DATA**

| Name:           | Brooks Automation, Inc. |
|-----------------|-------------------------|
| Street Address: | 15 Elizabeth Drive      |
| City:           | Chelmsford              |
| State/Country:  | MASSACHUSETTS           |
| Postal Code:    | 01824                   |

## PROPERTY NUMBERS Total: 9

| Property Type       | Number   |
|---------------------|----------|
| Application Number: | 12325993 |
| Application Number: | 12368241 |
| Application Number: | 12875414 |
| Application Number: | 13042407 |
| Patent Number:      | 7901539  |
| Application Number: | 61492767 |
| Application Number: | 61492763 |
| Application Number: | 61491856 |
| Application Number: | 61432534 |

# **CORRESPONDENCE DATA**

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via US Mail.

Correspondent Name: Janik Marcovici
Address Line 1: 99 Hawley Lane

PATENT REEL: 027555 FRAME: 0518 12325998

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| Address Line 4: Stratford, CON  | Line 4: Stratford, CONNECTICUT 06614 |  |  |
|---|--------------------------------------|--|--|
| ATTORNEY DOCKET NUMBER:   | 390-014787-US(ST1)                   |  |  |
| NAME OF SUBMITTER:  | Janik Marcovici                      |  |  |
| Total Attachments: 5 source=CUTE_ASSIGNMENT#page1.tif source=CUTE_ASSIGNMENT#page2.tif source=CUTE_ASSIGNMENT#page3.tif source=CUTE_ASSIGNMENT#page4.tif source=CUTE_ASSIGNMENT#page5.tif |                                      |  |  |

PATENT REEL: 027555 FRAME: 0519

## ASSIGNMENT OF PATENTS

This Assignment of Patents, dated January 6, 2012, is entered into by Intevac, Inc., a Delaware corporation ("Intevac"), having a place of business at 3650 Bassett Street, Santa Clara, California 95054, and its subsidiary, Intevac Asia Pte., Ltd., a Singapore corporation (together with Intevac, the "Assignor"), for the benefit of Brooks Automation, Inc., a Delaware corporation having a place of business at 15 Elizabeth Drive, Chelmsford, Massachusetts 01824 (the "Assignee"). All capitalized terms used in this Assignment of Patents and not defined herein shall have the respective meanings ascribed to such terms in the Asset Purchase Agreement dated as of the date hereof between the Assignee and the Assignor (the "Agreement"). To the extent there shall arise a conflict between this Assignment of Patents and the Agreement, the Agreement shall control.

WHEREAS, pursuant to the Agreement, the Assignor has agreed to sell, transfer, convey, assign and deliver to the Assignee all of the Intellectual Property and certain other assets relating to the Product; and

WHEREAS, in accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's right, title and interest in, to and under Assignor's patents and patent applications identified on <u>Schedule A</u> (all of the foregoing being referred to herein as the "<u>Patents</u>").

NOW, THEREFORE, in consideration of the mutual promises set forth in the Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

- 1. Assignor does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's right, title and interest in, to and under the Patents, all rights to sue for infringement of any Patent, whether arising prior to or subsequent to the date of this Assignment of Patents, and any and all confirmations, confirmations-in-part and divisionals thereof, and any and all patents issuing therefrom, including any and all extensions, reissues and reexaminations thereof, that may hereafter be secured under the laws now or hereafter in effect in the United States, the same to be held and enjoyed by the Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment of Patents not been made.
- 2. Assignor agrees to execute all applications, amended specifications, deeds or other instruments, and to do all acts necessary or proper to secure the grant of such patents as shall be granted upon said patent rights in the United States and in all other countries to Assignee, and to vest and confirm in said corporation, its successors and assigns, the legal title to all the Patents.
- 3. The Assignor does hereby authorize and request the Commissioner of Patents and Trademarks of the United States to issue such patents as shall be granted upon said patent rights to Assignee, its successors and assigns.

[Remainder of page intentionally left blank.]

PATENT REEL: 027555 FRAME: 0520

| Witness my hand and seal this   | day of January, 2012.  |                          |
|---|--|--------------------------|
|   | INTEVAC, INC.  By: flu  Name: FRE  | Cholceser ANDRESON       |
|   | Title:   |                          |
| State of  |  |                          |
| On this day of January 2012, before   | e me,of  |                          |
| known to me (or proved to me on the basis of<br>subscribed to the within instrument and ackra<br>authorized capacity and that by his signature<br>of which the person acted, executed the instr | of satisfactory evidence)<br>nowledged to me that he<br>e on the instrument the pe | executed the same in his |
| Witness my hand and official seal.  | See attached<br>mass<br>1/5/12   |                          |
| Notary Public   | 1 10000  |                          |
| My commission expires:  |  |                          |

[Signature Page to Patent Assignment]

ACTIVEUS 91901795v1

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT State of California January 5, 2012 before me, Melon A. Juan Here insert Nam Scott Andrewson who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ties), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. MELODY A. DUNN I certify under PENALTY OF PERJURY under the laws Commission # 1939283 of the State of California that the foregoing paragraph is Notary Public - California true and correct. Santa Clara County My Comm. Expires Jun 29, 2015 WITNESS my hand and official seal. Place Notary Seal Above **OPTIONAL** Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document. **Description of Attached Document** Title or Type of Document: \_\_\_\_\_Number of Pages: \_\_\_\_\_ Document Date: Signer(s) Other Than Named Above: \_\_ Capacity(ies) Claimed by Signer(s) Signer's Name: \_\_\_ Signer's Name: ☐ Individual □ Individual ☐ Corporate Officer — Title(s): ☐ Corporate Officer — Title(s): \_\_\_ ☐ Partner — ☐ Limited ☐ General ☐ Partner — ☐ Limited ☐ General ☐ Attorney in Fact ☐ Attorney in Fact Top of thumb here Top of thumb here ☐ Trustee □ Trustee

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Signer Is Representing: \_\_\_

□ Other: \_\_\_\_\_

☐ Guardian or Conservator

☐ Other: \_\_\_\_\_\_

Signer Is Representing: \_

Witness my hand and seal this \_\_\_\_\_ day of January, 2012.

INTEVAC ASIA PTE., LTD.

By: \_\_\_\_\_\_

Name: Pay Fing Hong

Title: General manager

[Signature Page to Patent Assignment]

ACTIVEUS 91901795vi

PATENT REEL: 027555 FRAME: 0523

### **SCHEDULE A**

#### **Patents**

### **ISSUED PATENTS**

Apparatus and Methods for Transporting and Processing Substrates, USSN 11/523,101, filed 09-19-2006; USP 7,901,539 issued 03-08-2011

### **Patent Applications**

# PENDING UTILITY APPLICATIONS

Apparatus and Methods for Transporting and Processing Substrates, USSN 12/325,993 filed 12-01-2008

Apparatus and Methods for Transporting and Processing Substrates, USSN 12/368,241 filed 02-09-2009

Linear Vacuum Robot with Z Motion and Articulated Arm, USSN 12/875,414 filed 09-03-2010

Apparatus and Methods for Transporting and Processing Substrates, USSN 13/042,407 filed 03-07-2011

## PENDING PROVISIONAL APPLICATIONS

Inline Wafer Buffer, USSN 61/492,767 filed 06-02-2011

Wafer Position Finding on an Inline Wafer Handling System, USSN 61/492,763 filed 06-02-2011

Single Person Cartridge Replaceable Vacuum Wafer Handling Robot, USSN 61/491,856 filed 05-31-2011

Novel Cluster Tool Configuration, USSN 61/432,534 filed 01-13-2011

PATENT REEL: 027555 FRAME: 0524

**RECORDED: 01/18/2012**