

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

Assignment ID: PATI34499

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
Brooks Automation, Inc.	04/10/2020
RECEIVING PARTY DATA	
Company Name:	Excellims Corporation
Street Address:	20 MAIN STREET
City:	ACTON
State/Country:	MASSACHUSETTS
Postal Code:	01720
PROPERTY NUMBERS Total: 28	
Property Type	Number
Patent Number:	7576321
Patent Number:	7705296
Patent Number:	7943901
Patent Number:	7696474
Patent Number:	7960704
Patent Number:	8063361
Patent Number:	8106352
Patent Number:	6580068
Patent Number:	6787762
Patent Number:	7015462
Patent Number:	7105808
Application Number:	12577062
Application Number:	12698047
Application Number:	12719831
Application Number:	12723439
Application Number:	12763092
Application Number:	12764808
Application Number:	13083128
Application Number:	13159304
Application Number:	13192334

PATENT

Property Type	Number
Application Number:	13293317
Application Number:	13360758
Application Number:	13360760
Application Number:	61488438
Application Number:	61609297
Patent Number:	7997119
Application Number:	11776392
Application Number:	12695111

CORRESPONDENCE DATA

Fax Number: 9782641981
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.
Phone: 9782641980
Email: ching.wu@excellims.com
Correspondent Name: Dr. Ching Wu
Address Line 1: 20 MAIN STREET
Address Line 4: ACTON, MASSACHUSETTS 01720

ATTORNEY DOCKET NUMBER:	45462-001
NAME OF SUBMITTER:	Ching Wu
SIGNATURE:	Ching Wu
DATE SIGNED:	02/18/2024
	This document serves as an Oath/Declaration (37 CFR 1.63).

Total Attachments: 4

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TERMINATION AGREEMENT

This Termination Agreement (this “Agreement”) is made as of April 10, 2020 (the “Effective Date”) by Excellims Corporation, a Delaware corporation (the “Company”), and Brooks Automation, Inc., a Delaware corporation (“Brooks”).

RECITAL

WHEREAS, the Company and Brooks have entered into (a) that certain Note Purchase Agreement dated as of May 15, 2012, and the First Amendment to Note Purchase Agreement dated as of September 12, 2014 (collectively, the “Note Purchase Agreement”), (b) that certain Amended and Restated Promissory Note dated as of September 12, 2014 (the “Note”), (c) that certain Security Agreement dated as of May 15, 2012 (the “Security Agreement”), and (d) that certain Intellectual Property Security Agreement dated as of September 12, 2014 (the “IP Security Agreement”);

WHEREAS, simultaneously with the execution of this Agreement, the Company, Brooks

Confidential information blocked

WHEREAS, simultaneously with the execution of this Agreement, the Company will

Confidential information blocked

by any party.

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

1. That upon the issuance of the Series B Shares and New Note to Brooks, the Note Purchase Agreement, the Security Agreement and the IP Security Agreement shall be and are hereby absolutely, unconditionally and irrevocably terminated and cancelled, and any and all collateral pledge, grant, lien on and security interests that Brooks has in and to any assets of the Company, including without limitation all and any of the IP Collateral (as defined under the IP Security Agreement) and the Collateral (as defined under the Security Agreement), pursuant to the Note Purchase Agreement, the Security Agreement, the IP Security Agreement and/or the Note shall be and are hereby absolutely, unconditionally and irrevocably terminated, cancelled, extinguished, forever discharged and released (the “Release”) without any further action by any party, and the Company shall have no further obligations thereunder.

2. The parties hereto authorize and request the recording of the Release. Brooks hereby authorizes the Company and the Director of Patents and Trademarks of the United States of America or any other government officials, as applicable, to (a) record the Release with the United States Patent and Trademark Office, (b) file Uniform Commercial Code financing statement amendments with the applicable filing office in order to memorialize the release of the

security interest of Brooks in the IP Collateral pursuant to the IP Security Agreement, and/or (c) otherwise record or file the Release in the applicable governmental office or agency.

3. Brooks hereby authorizes the Company, or their authorized representatives, to file Uniform Commercial Code termination statements with the applicable filing office(s) in order to memorialize the release of the security interest of Brooks in the Collateral pursuant to the Security Agreement.

4. Brooks hereby represents and warrants that it has full authority to execute and deliver this Agreement and to execute the Release hereunder.

5. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement. This Agreement and the Release hereunder shall be binding on and inure to the benefits of Brook's representatives, successors, assigns and transferees. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or 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 (solely with respect to the provisions hereof related to the IP Security Agreement) and the Commonwealth of Massachusetts, without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Massachusetts or any other jurisdiction).

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

EXCELLIMS CORPORATION

By: 
Name: Ching Wu
Title: President

BROOKS AUTOMATION, INC.

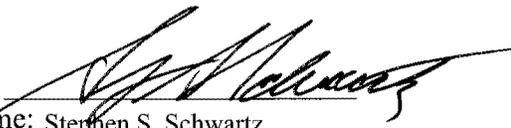
By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

EXCELLIMS CORPORATION

By: _____
Name: Ching Wu
Title: President

BROOKS AUTOMATION, INC.

By: 
Name: Stephen S. Schwartz
Title: CEO

[Signature Page to Termination Agreement]