

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Ally Commercial Finance LLC	FORMERLY GMAC Commercial Finance LLC	01/03/2012	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Brooks Instrument LLC
Street Address:	407 West Vine Street
City:	Hatfield
State/Country:	PENNSYLVANIA
Postal Code:	19440
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 24

Property Type	Number	Word Mark
Serial Number:	73149036	AR-MET
Serial Number:	73363613	AR-MITE 37
Serial Number:	72119179	B
Serial Number:	72113625	BROOKS
Serial Number:	74081492	FLOMEGA
Serial Number:	71656542	FULL-VIEW
Serial Number:	75853577	QUANTIM
Serial Number:	76162731	QUANTIM
Serial Number:	72075578	VOL-U-METER
Serial Number:	77251396	BROOKS INSTRUMENT
Serial Number:	75573094	OPTALARM
Serial Number:	77401805	KEY INSTRUMENTS
Serial Number:	77401817	KI
Serial Number:	73505479	ADAPTORR

TRADEMARK

Serial Number:	78113613	CELERITY
Serial Number:	78152505	CELERITY
Serial Number:	78437497	INFLO
Serial Number:	75533206	MULTIFLO
Serial Number:	75896122	SOLIDSENSE
Serial Number:	78278495	STEP
Serial Number:	72463219	TYLAN
Serial Number:	77273144	UNIT
Serial Number:	78119743	XACTORR
Serial Number:	75620597	INTELLIFLOW

CORRESPONDENCE DATA

Fax Number: (312)775-8100
Phone: 312 775 8000
Email: rdicerbo@mcandrews-ip.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Correspondent Name: Ronald DiCerbo
Address Line 1: 500 West Madison
Address Line 2: 34th Floor
Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	76715US01
NAME OF SUBMITTER:	Ronald A DiCerbo
Signature:	/RAD/
Date:	01/11/2012

Total Attachments: 7
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**NOTICE OF RELEASE OF
SECURITY INTEREST IN TRADEMARKS**

WHEREAS, by and through a series of Security Agreements, dated as of the dates set forth in Schedule A hereto, BROOKS INSTRUMENT LLC, a Delaware limited liability company ("Assignor") assigned to and granted to ALLY COMMERCIAL FINANCE LLC (f/k/a GMAC COMMERCIAL FINANCE LLC), as agent ("Assignee") for itself and various other financial institutions, a security interest (the "Security Interests") in all right, title and interest of Assignor in and to certain Marks (as defined below) including those listed in Schedule A hereto; and

WHEREAS, the Security Interests were recorded in the United States Patent and Trademark Office on each of the dates set forth in Schedule A hereto, and recorded at each of the Reel and Frame numbers set forth in Schedule A hereto;

WHEREAS, Assignee has agreed to terminate and release its Security Interests in all of such Marks, including, without limitation, the Marks identified in Schedule A hereto;

WHEREAS, Assignee wishes to provide a document suitable for recording in the United States Patent and Trademark Office for purposes of recording the termination, release, relinquishment and discharge of its Security Interests in the Marks listed in Schedule A hereto;

WHEREAS, the term "Marks" as used throughout this agreement shall mean collectively all of the following: (a) all trademarks and trademark applications including, without limitation, those listed in Schedule A hereto and those listed on any schedule to any Security Agreement between Assignor and Assignee (including the Loan and Security Agreement dated December 31, 2007 and any amendments, restatements, supplements or modifications to the aforementioned Loan and Security Agreement); (b) any foreign counterparts or equivalents to any of the foregoing; (c) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing; (d) the right to sue for past, present and future infringements of any of the foregoing; and (e) all rights, trademarks, and trademark applications corresponding to any of the foregoing throughout the world.

NOW, THEREFORE, in consideration of and in exchange for good and valuable consideration, Assignee hereby terminates, relinquishes, releases, and discharges all mortgages, liens, and security interests in the following:

1. All of Assignor's Marks to which Assignee has any interest including those identified in Schedule A attached hereto;
2. All goodwill of the business connected with the use of, and symbolized by, each Mark; and
3. All products and proceeds of the foregoing, including, without limitation, any claim by the Assignor against third parties for past, present or future (i) infringement or dilution of any Mark or (ii) injury to the goodwill associated with any mark.

The Assignee hereby agrees, at Assignor's expense, to duly execute, acknowledge, and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interests contemplated hereby.

IN WITNESS WHEREOF, the parties have caused this Notice of Release of Security Interest in Trademarks to be duly executed as of January 3, 2012.

ALLY COMMERCIAL FINANCE LLC,
as Agent

By: 

Name: Joseph Skaferowsky
Title: Senior Director

Schedule A to Notice of Release

Marks Assigned Pursuant to a Loan and Security Agreement Dated as of December 31, 2007

The U.S. trademark assignments were recorded with the United States Patent and Trademark Office on March 19, 2008 at Reel/Frame 3743/0062.

Trademarks:

Trademark	Country	Application Number	Registration Number	Registration Date
AR-MET	United States	73149036	1094332	27-Jun-78
AR-MITE 37	United States	73363613	1271598	27-Mar-84
B & Design (Blocked)	United States	72119179	742324	18-Dec-62
B & Design (Blocked)	Canada		TMA176450	28-May-71
B & Design (Blocked)	India		517711	29-Sept-89
B (and Design)	China		3632467	14-Apr-05
BROOKS	United States	72113625	721952	26-Sep-61
BROOKS	Canada		TMA157031	31-May-68
BROOKS	China		3632465	21-May-05
BROOKS	India		517707	29-April-99
BROOKS & B Design	India		517709	29-Sept-89
BROOKS & B Design	India		517708	29-Apr-99
BROOKS (Chinese characters)	China		3632466	14-Apr-05
BROOKS INSTRUMENT	European Union		391334	15-Dec-98

BROOKS INSTRUMENT (Chinese characters)	Singapore		T06/10952A	20-Apr-07
BROOKS INSTRUMENT (Chinese characters)	Singapore		T06/10955F	3-Apr-07
BROOKS INSTRUMENT (Chinese characters)	Hong Kong		300644526	9-Nov-06
FLOMEGA	United States	74081492	1928794	24-Oct-95
FLOMEGA	Benelux		475937	29-Mar -90
FLOMEGA	International Registration (France, Germany, & Italy)		560735	27-Sept-90
FULL VIEW	United States	71656542	614370	18-Oct-55
QUANTIM	United States	75853577	2557765	9-Apr-02
QUANTIM	Canada		TMA571083	21-Nov-02
QUANTIM	China		1772816	21-May-02
QUANTIM	European Union		1661115	17-Jun-02
QUANTIM	Japan		4453662	16-Feb-11
QUANTIM	Mexico		701253	31-May-01
QUANTIM	South Korea		507122	22-Nov-01
QUANTIM (and Design)	United States	76162731	2561522	16-Apr-02
VOL-U-METER & Design	United States	72075578	725922	2-Jan-62

Trademark Applications:

Trademark	Country	Application Number	Filing Date
BROOKS INSTRUMENT	United States	77/251,396	9-Aug-07
BROOKS INSTRUMENT	Brazil	829312340	14-Aug-07
BROOKS INSTRUMENT	Canada	1359376	10-Aug-07
BROOKS INSTRUMENT	India	1589187	10-Aug-07
BROOKS INSTRUMENT	Malaysia	07015750	13-Aug-07
BROOKS INSTRUMENT	Taiwan	096038869	14-Aug-07
BROOKS INSTRUMENT	Madrid Protocol: Australia, China, Japan, Russia, Singapore, South Korea, Switzerland	940890	23-Aug-07
BROOKS INSTRUMENT	Mexico	877308	23-Aug-07
BROOKS INSTRUMENT (Chinese characters)	China	5368871	23-May-06

Marks Assigned Pursuant to Amendment No. 4 to Loan and Security Agreement entered into as of April 9, 2009 and recorded with the United States Patent and Trademark Office on May 1, 2009 at Reel/Frame 3981/0708

Trademark	Application No.	Application Date	Reg. No.	Reg. Date
OPTALARM	75/573,094	10/19/1998	2,323,522	2 /29/2000
EAGLE-EYE AND DESIGN	78/251,609	5 /19/2003	2,903,235	11/16/2004



KEY INSTRUMENTS	77/401,805	2 /20/2008	3,614,643	5/5/2009
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KI Logo Design	77/401,817	2 /20/2008	3,597,434	3/31/2009
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Marks Assigned Pursuant to Consent, Waiver and Amendment No. 5 to Loan and Security Agreement entered into as of June 15, 2009 and recorded with the United States Patent and Trademark Office on June 17, 2009 at Reel/Frame 4007/0275.

Trademark	Application No.	Application Date	Registration No.	Registration Date
ADAPTORR	73/505479	25-Oct-84	1355096	20-Aug-85
CELERITY	78/113613	3/8/2002	2900573	11/2/2004
CELERITY and Design	78/152505	8/8/2002	2913805	12/21/2004
INFLO	78/437497	18-Jun-04	3160041	17-Oct-06
INTELLIFLOW	75/620597	13-Jan-99	2400856	31-Oct-00
MULTIFLO	75/533206	10-Aug-98	2381936	29-Aug-00
SOLIDSENSE	75/896122	13-Jan-00	2410756	05-Dec-00
SPECTRYM	78/437505	18-Jun-04		
STEP	78/278495	24-Jul-03	2912921	21-Dec-04
TYLAN and Design	72/463219	18-Jul-73	1003925	04-Feb-75
UNIT	77/273144	06-Sep-07	3526463	4-Nov-08
XACTORR	78/119743	05-Apr-02	2735700	08-Jul-03