01-04-2001

Atty. Dkt. No. 000021.00023

EET RE U.S. DEPARTMENT OF COMMERCE FORM PTO-1595 (modified) Patent and Trademark Office (Rev. 6-93) OMB No. 0651-0011 (exp. 4/94) 101571340 To the Honorable Assistant Secretary and Commissioner of Patents and Trademarks: Please record the attached original docum copy(ies) thereof. Name and address of receiving party(ies): Name of conveying party(ies): DEC 2 7 2000 Commonwealth Scientific Corporation Veeco Instruments Inc. **Terminal Drive** Additional name(s) of conveying party(ies) attached? N Plainview, NY 11803 Nature of conveyance: Assignment Merger ^ Additional name(s) & address(es) attached? No Security Agreement Change of Name Other Execution Date: December 11, 2000 4. Application number(s) or patent number(s): If this document is being filed together with a new application, the execution date of the application is: Patent No.(s) A. Patent Application No.(s) 5,616,179 09/351,856 Additional numbers attached? NO 5. Name and address of party to whom correspondence 6. Total number of applications and patents involved: 2 concerning document should be mailed: Total fee (37 C.F.R. § 3.41). . . . . . <u>\$80.00</u> Customer No. 002779 Name: BLANK ROME COMISKY & McCAULEY LLP Check No. Enclosed Street Address: 900 17th St., N.W. - Suite 1000 Authorized to be charged to deposit account The Commissioner is authorized to charge any deficiency or to credit any overpayment associated with this City: Washington, State: DC ZIP: 20006 communication to Deposit Account No. 23-2185. Deposit account number: 23-2185 (Attach duplicate copy of this page if paying by deposit account) DO NOT USE THIS SPACE Statement and signature.

> Mail documents to be recorded with required cover sheet information to: Commissioner of Patents & Trademarks, Box Assignments

Total number of pages including cover sheet, attachments, and document:

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the

Washington, D.C. 20231

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original document.

Herbert Cohen, Reg. No. 25,109 Name of Person Signing

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**PATENT** 

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December 26, 2000

Docket No.: 000021.00023

## ASSIGNMENT (

THIS ASSIGNMENT, made on the date set forth below by Commonwealth Scientific Corporation, of Terminal Drive, Plainview, New York 11803, hereafter known as the assignor, witnesseth:

WHEREAS, said assignor owns the patents and patent applications set forth in the Schedule attached hereto; and

WHEREAS, Veeco Instruments Inc., of Terminal Drive, Plainview, New York 11803 (hereafter known as the assignee), has acquired all of the outstanding capital stock of CVC, Inc. which, in turn, owns all of the outstanding capital stock of the assignor and assignee desires to acquire right, title and interest in and to said patents and patent applications and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefor and thereon.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, the said assignor has sold, assigned, transferred and set over, and by these presents does sell, transfer and set over, unto the assignee, its successors, legal representatives and assigns, the assignor's entire right, title and interest in and to the above-mentioned patents and patent applications and any and all Letters Patent or Patents in the United States of America and all foreign countries which may be granted therefor and thereon, and in and to any and all divisions, continuations, and continuations-in-part of said application, or reissues or extensions of said patents and patent applications, and all of the assignor's rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by the said assignee, for its own use and behoof and the use and behoof of its successors, legal representatives and assigns, to the full end of the term or terms for

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which Letters Patent or Patents may be granted, as fully and entirely as the same would have been held and enjoyed by the assignor, had this sale and assignment not been made.

AND for the same consideration, the said assignor hereby covenants and agrees to and with the said assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, the said assignor has a conveyable right, title and interest in and to the said patents and patent applications above-mentioned, and that the said assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, the said assignor hereby covenants and agrees to and with the said assignee, its successors, legal representatives and assigns, that the said assignor shall, whenever counsel of the said assignee or the counsel of its successors, legal representatives and assigns, shall advise that any proceeding in connection with said patents and patent applications, or any proceeding in connection with Letters Patent for said inventions in any country, including interference proceedings, is lawful and desirable, that any division, continuation or continuation-in-part of any application for Letters Patent, or reissue or extension of any Letters Patent, to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent, without charge to the said assignors, its successors, legal representatives and assigns, but at the cost and expense of the said assignee, its successors, legal representatives and assigns.

AND with regard to any such patent or patent application for which correction of inventorship is sought, said assignor hereby requests the Commissioner of Patent and

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PATENT REEL: 011379 FRAME: 0229 Trademarks to issue a Certificate of Correction under the relevant statute and rule, naming said assignee as the assignee of said assignor's interest in said inventions and the Letters Patent issued thereon for the use and behoof of the said assignee, its successors, legal representatives and assigns.

The undersigned hereby states that he is empowered to execute this Assignment on behalf of the assignor.

The undersigned hereby grants the firm of BLANK ROME COMISKY & McCAULEY LLP the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

Commonwealth Scientific Corporation

Date: December 1, 2000

Namer John F. Rein, Jr.

Title: Vice President

STATE OF NEW YORK )
COUNTY OF NASSAU )

On this 11 th day of December, 2000, personally before me came John F. Rein, Jr., known to me, and known to me to be the person described in and who signed the annexed Assignment, and being duly sworn, acknowledged that he executed the same.

NOTARY PUBLIC

GREGORY A. ROBBINS
NOTARY PUBLIC, State of New York
No. 02R006011362
Qualified in Suffoik County
Commission Expires Aug. 10, 2002

My Commission Expires:

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## SCHEDULE: PATENTS AND PATENT APPLICATIONS

Country or other authority	Patent or application number	Filing date (or grant date in case of a granted patent)
U.S.A.	U.S. Patent No. 5,616,179	April 1, 1997
European Patent Office	95906660.0	December 19, 1994
Hong Kong	98108859.6	July 3, 1998
Japan	7-517536	December 19, 1994
Republic of Korea	96-703156	December 19, 1994
U.S.A.	09/351,856	July 14, 1999

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**RECORDED: 12/27/2000** 

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