

03-21-2002



To the Honorable Commissioner of Patents and Trademarks, I

copy thereof.

1. Name of conveying party(ies):

Paul Magliocco

2-12-02

Additional name(s) of conveying party(ies) attached?

[] Yes [X] No

3. Nature of Conveyance:

[X] Assignment

[] Merger

[] Security Agreement

[] Change of Name

[] Other

Execution Date: February 15, 2002

102026562

2. Name and address of receiving party(ies):

Name: Nextest Systems Corporation

Internal Address:

Street Address: 1901 Monterey Road

City: San Jose

State: California

Zip: 95112

Additional name(s) & address(es) attached?

[] Yes [X] No

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:

A. Patent Application No.(s)

B. Patent No.(s)

10/039,738

Additional numbers attached? [] Yes [x] No

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

Name: William E. Nuttle

Internal Address: FLEHR HOHBACH TEST

ALBRITTON & HERBERT LLP

Street Address: SUITE 3400

FOUR EMBARCADERO CENTER

City: SAN FRANCISCO

State: CA

Zip: 94111-4187

6. Total number of applications and patents involved: [1]

7. Total fee (37 CFR 3.41):.....\$40.00

[X] Enclosed

[] Authorized to be charged to deposit account

8. Deposit account number: 06-1300

Please debit any underpayment or credit any overpayment to the above deposit account.

Our Order No. A-70697/MSS/WEN

(Attach duplicate of this page if paying by deposit account)

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9. Statement and signature.

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 original document.

William E. Nuttle

Name of Person Signing

Signature

February 28, 2002

Date

Total number of pages including cover sheet, attachments and document: [3]

OMB No. 0651-0011 (exp. 4/94)

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Mail documents to be recorded with required cover sheet information to:

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File No. A-70697/ENB/WEN

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15/2002 JAD001

FC:581

PATENT

REEL: 012688 FRAME: 0962

ASSIGNMENT

WHEREAS, the undersigned, **Paul Magliocco**, a resident of **Los Gatos, California** has invented certain new and useful improvements in **APPARATUS HAVING PATTERN SCRAMBLER FOR TESTING A SEMICONDUCTOR DEVICE AND METHOD FOR OPERATING SAME**, for which invention I have executed an application for Letters Patent of the United States on January 4, 2002, as Serial No. 10/039,738.

WHEREAS, **NEXTEST SYSTEMS CORPORATION**, (hereinafter termed "Assignee"), a Corporation of the **State of California** having a place of business at **1901 Monterey Road, San Jose, California**, is desirous of acquiring the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered jointly or severally by said Inventor (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventor to have been received in full from said Assignee:

1. Said Inventor does hereby sell, assign, transfer and convey unto said Assignee, the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply for foreign patents on said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; and (d) in and to each and every reissue or extension of any of said patents; and (e) all claims for damages by reason of past infringement of said Patents, with the right to sue for and collect the same for its own use and enjoyment, and for use and enjoyment of its successors, assigns or other legal representatives.


2. Said Inventor hereby covenants and agrees to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Inventor shall include prompt production of

pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventor in providing such cooperation shall be paid for by said Assignee.

3. The terms, covenants and conditions of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventor, his respective heirs, legal representatives and assigns.

4. Said Inventor hereby warrants and represents that he has not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

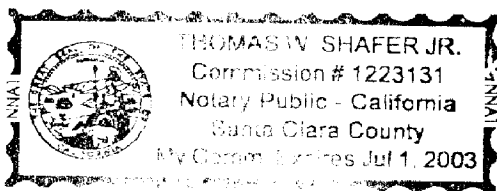
IN WITNESS WHEREOF, said Inventor has executed and delivered this instrument on the date below written.

Dated: 2/15/02 
Paul Magliocco

State of CALIFORNIA)
County of SANTA CLARA) SS.

On FEB 15, 2002, 2002, before me, THOMAS W. SHAFER JR., Notary Public, personally appeared Paul Magliocco, personally known to me (or proved to me on the basis of evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.




Notary Public