

07-01-2002



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PATENTS ONLY

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J.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



Attorney Docket No. 112860

To the Director of the U.S. Patent and Trademark Office: Please record the attached original document or copy thereof.

1. A. Name of conveying party:
NanoMotion, Inc.
130 Robin Hill
Suite 110
Goleta, Pennsylvania
93117

B. Additional name(s) of conveying party(ies) attached?
 Yes No

2. A. Name and address of receiving party:
ADEPT TECHNOLOGY, INC.
3011 TRIAD DRIVE
LIVERMORE, CALIFORNIA
94550

3. A. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

B. Execution Date: May 31, 2000

B. Additional name(s) & address(es) attached?
 Yes No

4. A. If this document is being filed together with a new application, the execution date of the application is: _____

B. Patent Application No.(s) _____

C. Patent No.(s) 6,193,199; and 6,346,809

Additional numbers attached? Yes No

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

Name: Kirk M. Hudson

Address: **OLIFF & BERRIDGE, PLC**
P.O. Box 19928
Alexandria, VA 22320

6. Total number of applications and patents involved: 2

7. A. Total fee (37 CFR 3.41).....\$ 80.00

B. Enclosed (Check No. 131952)

8. Credit any overpayment or charge any underpayment to deposit account number 15-0461.

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.

Kirk M. Hudson, Registration No. 27,562
Paul Tsou, Registration No. 37,956

Date: June 25, 2002

Total number of pages including cover sheet, attachments, and document: 13

06/28/2002 LMUELLER 00000171 6193199

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80.00 DP

PATENT
REEL: 013019 FRAME: 0955



SECRETARY OF STATE

I, *BILL JONES*, Secretary of State of the State of California, hereby certify:

That the attached transcript of 10 page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of

JUN 19 2000

Secretary of State



10546901

ENDORSED . FILED
in the office of the Secretary of State
of the State of California

**AGREEMENT OF MERGER
OF
NANOMOTION INCORPORATED
INTO
ADEPT TECHNOLOGY, INC.**

MAY 31 2000

BILL JONES, Secretary of State

THIS AGREEMENT OF MERGER (this "Agreement") entered into and to be effective on the Effective Date set forth below by and between Adept Technology, Inc., a California corporation ("ADEPT"), and NanoMotion Incorporated, a California corporation ("NanoMotion").

WITNESSETH

WHEREAS, the parties to this Agreement have determined that it is in the best interests of each of them for NanoMotion to merge with and into ADEPT.

NOW THEREFORE, in consideration of the premises and the mutual covenants set forth below, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties to this Agreement hereby agree as follows:

AGREEMENT

1. Merger. Upon the Effective Date, as defined below, NanoMotion shall be merged with and into ADEPT in accordance with the provisions of the General Corporation Law of California, California Corporations Code section 1100 et seq. (the "Law"). For purposes of the Law and this Agreement, ADEPT shall be the surviving corporation, and NanoMotion shall be the disappearing corporation.

2. Name. The name of the surviving corporation shall be "Adept Technology, Inc."

3. Effective Date. The merger shall become effective upon filing with the Secretary of State of the State of California (the "Effective Date").

4. Compliance With Law. The parties shall take such steps as may be necessary under the Law or otherwise to give effect to this Agreement, including the filing of a copy of this Agreement in the offices of the Secretary of State of the State of California, together with the certificates required by section 1103 of the Law.

5. Articles of Incorporation. The Articles of Incorporation of the surviving corporation shall be the Articles of Incorporation of ADEPT.

6. Board of Directors. The Board of Directors of the surviving corporation immediately following the Effective Date shall be comprised of the Board of Directors of ADEPT.

Officers. The officers of the surviving corporation immediately following the Effective Date shall be the officers of ADEPT, each of whom shall serve at the will and pleasure of the Board of Directors of ADEPT until the next annual meeting of directors or until such

person resigns or is terminated or is replaced by a duly authorized action of the Board or his respective successor or successors are elected and qualified.

8. Effect on Outstanding Shares of Disappearing and Surviving Corporation. On the Effective Date, each share of common stock of NanoMotion issued and outstanding immediately prior to the Effective Date shall be converted into and exchanged for 17.7883 shares of common stock of ADEPT.

9. Effect of Merger. The effect of the merger shall be as set forth in the Law. Pursuant to section 1107 of the Law, without any further act of the parties:

(a) Upon the Effective Date, the separate existence of NanoMotion shall cease, and ADEPT shall succeed, without other transfer, to all rights and properties of NanoMotion and shall be subject to all debts and liabilities of NanoMotion in the same manner as if ADEPT had itself incurred them.

(b) Following the merger, all rights of creditors and all liens upon the property of NanoMotion shall be preserved unimpaired, provided that any liens upon the property of NanoMotion shall be limited to the property affected thereby immediately prior to the Effective Date.

(c) Following the merger, any action or proceeding pending by or against NanoMotion may be prosecuted to judgment, which shall bind ADEPT, or ADEPT may be proceeded against or substituted in place of NanoMotion.

10. Further Assurances. NanoMotion shall, from time to time, take all such actions, and execute and deliver, or cause to be executed and delivered, all such instruments and documents, as ADEPT may deem necessary or advisable to carry out the intent and purpose of the merger.

11. Miscellaneous.

(a) **Governing Law.** This agreement shall be governed by, and shall be construed and enforced in accordance with, the internal laws, and not the laws pertaining to choice or conflicts of laws, of California.

(b) **Headings.** The headings and subheadings used in this Agreement are for convenience of reference only and shall not be considered in construing this Agreement.

(c) **Counterpart Execution.** This Agreement may be executed in counterparts with the same effect as if all parties hereto had signed the same document. All counterparts so executed shall be deemed to be an original, shall be construed together and shall constitute one Agreement.

(d) **Severability.** In the event any provision, or portion thereof, of this Agreement is held by a court having proper jurisdiction to be unenforceable in any jurisdiction, then such portion or provision shall be deemed to be severable as to such jurisdiction (but, to the extent permitted by law, not elsewhere) and shall not affect the remainder of this Agreement, which shall continue in full force and effect. If any provision of this Agreement is held to be so

broad as to be unenforceable, such provision shall be interpreted to be only so broad as is necessary for it to be enforceable.

(e) **Amendments.** This Agreement may be amended, altered, or modified only by a writing, specifying such amendment, alteration or modification, signed by both parties.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement
May 31, 2000.

ADEPT TECHNOLOGY, INC.

By: *Brian R. Carlisle*
Brian R. Carlisle
Chief Executive Officer

By: _____
Bruce E. Shimano
Secretary

NANOMOTION INCORPORATED

By: _____
Raymond M. Karam
Chief Executive Officer

By: _____
Susanne Renate Ackermann,
Assistant Secretary

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement
May 31, 2000.

ADEPT TECHNOLOGY, INC.

By: _____
Brian R. Carlisle
Chief Executive Officer

By: Bruce E. Shimano
Bruce E. Shimano
Secretary

NANOMOTION INCORPORATED

By: _____
Raymond M. Karam
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By: _____
Susanne Renate Ackermann,
Assistant Secretary

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By: _____
Brian R. Carlisle
Chief Executive Officer

By: _____
Bruce E. Shimano
Secretary

NANOMOTION INCORPORATED

By: _____
Raymond M. Karam
Chief Executive Officer

By: _____
Susanne Renate Ackermann,
Assistant Secretary


**CERTIFICATE OF APPROVAL
OF
AGREEMENT OF MERGER
(Adept Technology, Inc.)**

Brian R. Carlisle and Bruce E. Shimano hereby certify that:

1. Brian R. Carlisle is the Chief Executive Officer of Adept Technology, Inc., a California corporation (the "Corporation") and Bruce E. Shimano is the Secretary of the Corporation.
2. The Agreement of Merger (the "Merger Agreement") in the form to which this Certificate is attached was duly approved by the Board of Directors of the Corporation.
3. Pursuant to Section 1201 of the General Corporation Law of the State of California, the Merger Agreement was entitled to be and was approved by the Board of Directors of the Corporation alone. No vote of the shareholders of the Corporation to approve the principal terms of the Merger Agreement was required.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

May 31, 2000



Brian R. Carlisle,
Chief Executive Officer

Bruce E. Shimano,
Secretary

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We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

May 31, 2000

Brian R. Carlisle,
Chief Executive Officer

Bruce E. Shimano

Bruce E. Shimano,
Secretary

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**CERTIFICATE OF APPROVAL
OF
AGREEMENT OF MERGER
(NanoMotion Incorporated)**

Raymond M. Karam and Susanne Renate Ackermann hereby certify that:

1. Raymond M. Karam is the President and Chief Executive Officer of NanoMotion Incorporated, a California corporation (the "Corporation") and Susanne Renate Ackermann is the Assistant Secretary of the Corporation.


2. The Agreement of Merger (the "Merger Agreement") in the form to which this Certificate is attached was duly approved by the Board of Directors of the corporation.

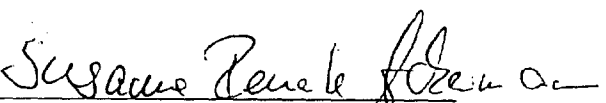
3. The Corporation has only one class of shares entitled to vote on the merger, shares of common stock, and the total number of outstanding shares of common stock is 33,730.

4. Pursuant to Section 1201 of the General Corporation Law of the State of California, the principal terms of the Agreement of Merger were approved by the vote of a number of shares of common stock which exceeded the vote required. The percentage vote required is more than 50% of the shares of common stock.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

May 31, 2000


Raymond M. Karam, President and
Chief Executive Officer


Susanne Renate Ackermann,
Assistant Secretary

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SCHEDULE 2.12(b)

US Patent Application No. 09/115,949, "Sample Stage Including a Slider Assembly,"
filed July 15, 1998, allowed March 13, 2000. 6,193,199

US Patent Application No. 09/390,872, "Method and Apparatus for Testing Disk Drive
Read/Write Heads," filed September 7, 1999 6,346,809