

07-16-2003



7-11-03

RE

102497645
PATENTS ONLYU.S. Department of Commerce
Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof:

1. Name of conveying party(ies):

Schlumberger Technologies, Inc.

☐ Individual ☐ Association
☐ General Partnership ☐ Limited partnership
☒ Corporation, State of Delaware
☐ Other: _____

Additional name(s) of conveying party(ies) attached?
☐ Yes ☒ No

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

Name: NPTest, LLC
 Address: 150 Baytech Drive
 San Jose, California 95134

Additional name(s) of receiving party(ies) attached?
☐ Yes ☒ No

3. Nature of Conveyance:

☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other: _____

Execution Date: 5/10/2002

4. Application Number(s) or Patent Number(s):

1. 10/159,527

2. 10/161,272

3. 10/160,606

4. 10/197,134

5. 10/264,716

6. 10/288,896

7. 10/371,353

8. 10/382,343

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

Name: Frederick D. Kim
 Skadden, Arps, Slate, Meagher & Flom, LLP
 Address: 525 University Avenue, Suite 1100
 Palo Alto, CA 94301

6. Total number of applications and patents involved: 8

7. Total fee (37 C.F.R. § 3.41) (\$40.00 per assignment): \$40.00

☒ Enclosed a check for \$320.00
☐ The Commissioner is authorized to charge under-
 payment of any fees or credit any overpayment to
 Deposit Account Number: _____

8. Deposit Account Number: _____

DO NOT USE THIS SPACE

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.

Frederick D. Kim (Reg. No. 38,513)

7/11/03
 Date

Total number of pages including cover sheet, attachments and document: 13Mail documents to be recorded with
required cover sheet information to:

Commissioner of Patents and Trademarks
 Box Assignments
 Washington, D.C. 20231

OFFICE OF RECORDS
 2003 JUL 11 AM 11:31
 FINANCE SECTION

07/15/2003 610M11 00000246 10159527

01 FC:0021

320.00 00

PATENT
 REEL: 014260 FRAME: 0387

**SECOND ACKNOWLEDGEMENT
OF
SCHLUMBERGER TECHNOLOGIES, INC.**

This Second Acknowledgement ("Acknowledgement") of Schlumberger Technologies, Inc., a Delaware corporation (the "Assignor") made, executed and delivered as of July 9, 2003 makes reference to that certain General Assignment and Assumption Agreement, dated as of May 10, 2002 and attached hereto as Annex 1 (the "Assignment"), by and between the Assignor and NPTest, LLC, a Delaware limited liability company, formerly Schlumberger Technology Solutions LLC ("NPT" or the "Assignee").

WITNESSETH:

WHEREAS, pursuant to the Assignment, Assignor granted, sold, conveyed, assigned and delivered to Assignee all of the assets described on Schedule 1 thereto, including but not limited to all of the intellectual property of the Semiconductor Solutions Group of Assignor relating to Assignor's Test, Probe and SABER business segments, the goodwill associated therewith, licenses and sublicenses granted and obtained with respect thereto, and rights thereunder, remedies against infringement thereof, and rights to protection of interests therein under the laws of all jurisdictions (the "Assigned IP");

WHEREAS, pursuant to an Acknowledgement of Schlumberger Technologies, Inc. dated June 23, 2003 ("Prior Acknowledgement"), Assignor acknowledged that certain intellectual property assets owned by Assignor as of May 10, 2002 are included in the Assigned IP;

WHEREAS, the Assignor desires to further acknowledge that certain patent applications acquired by Assignor after May 10, 2002 and listed on Schedule A hereto, including all inventions disclosed and/or claimed therein, all patents that may issue therefrom, patent applications that may be filed thereon, and the right to sue for past and future infringement thereof, are also included in the Assigned IP that was assigned by the Assignor to the Assignee pursuant to the Assignment; and

WHEREAS, the Assignor also desires to correct the Prior Acknowledgement to remove a third party patent that was inadvertently included in the Assigned IP.

NOW THEREFORE, Assignor hereby acknowledges the following:

1. The patent applications listed on Schedule A hereto, including all inventions disclosed and/or claimed therein, all patents that may issue therefrom, all patent applications that may be filed thereon, and the right to sue for past and future infringement thereof, are included in the

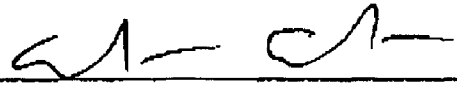
Assigned IP that was assigned by Assignor to NPT pursuant to the Assignment.

2. The patent listed on Schedule B hereto belongs to a third party and are not included in the Assigned IP that was assigned by Assignor to NPT pursuant to the Assignment.

This instrument shall be construed and enforced in accordance with the laws of the State of Delaware (regardless of the laws that might be applicable under principles of conflicts of law) as to all matters, including but not limited to matters of validity, construction, effect and performance.

IN WITNESS WHEREOF, the undersigned, being a duly authorized officer of Assignor, has executed this Acknowledgement for and on behalf of Assignor as of this 9th day of July 2003.

SCHLUMBERGER TECHNOLOGIES, INC.

By: 
Name: Roland Ewubare

Schedule A

Patent Applications:

Country	App. Date	App. No.	Title	Doc. No.
U.S.	5/30/02	10/159,527	Sub-Resolution Alignment of Images	65.0356
U.S.	5/30/02	10/161,272	Method and Apparatus for Determining Thickness of a Semiconductor Substrate at the Floor	65.0365
U.S.	5/30/02	10/160,606	Method and Apparatus for Forming a Trench Through a Semiconductor Substrate	65.0369
U.S.	7/16/02	10/197,134	Test System and Methodology	65.0370
U.S.	9/30/02	10/239,293	Column Simultaneously Focusing a Particle Beam and an Optical Beam	65.0290
U.S.	10/3/02	10/264,716	Optical Testing of Integrated Circuits with Temperature Control	65.0317
U.S.	11/6/02	10/288,896	Precise, In-situ Endpoint Detection for Charged Particle Beam	65.0311
U.S.	2/18/03	10/371,353	Signal Paths Providing Multiple Test Configurations	65.0374
U.S.	3/4/03	10/382,343	Method and Apparatus for Accessing Internal Nodes of an Integrated Circuit Using IC Package Substrate	65.0318
Japan	1/23/03	2003-13136	Comparator Circuit for Differential Swing Comparison and Common-Mode Voltage Comparison	65.0364
PCT	10/12/02	PCT/US02/33250	Photoconductive-Sampling Voltage Measurement	65.0272
PCT	1/23/03	PCT/US03/02363	Circuit and Method for Distributing Events in an Event Stream	65.0363
PCT	1/30/03	PCT/US03/02830	PICA System Timing Measurement & Calibration	65.0372
PCT	2/19/03	PCT/US03/04760	PICA System Detector Calibration	65.0373
S. Korea	11/14/02	67409/2000	Energy Filtered Focused Ion Beam Column	65.0281
Taiwan	3/20/01	90106480	Column Simultaneously Focusing a Particle Beam and an Optical Beam	65.0290

Schedule B

Excluded Patent:

Country	Patent No.	Grant Date	App. Date	Title	Page
U.S.	6,514,866	04-Feb-03	31-May-01	Chemical Enhanced Focused Ion Beam Micro-Machining of Copper	65.0345

Annex 1

GENERAL ASSIGNMENT AND ASSUMPTION AGREEMENT

This General Assignment and Assumption Agreement (this "Agreement"), dated as of May 10, 2002, by and between Schlumberger Technologies, Inc., a Delaware Corporation ("STI" or the "Assignor"), and Schlumberger Technology Solutions LLC, a Delaware limited liability company ("STS LLC" or the "Assignee").

WITNESSETH

WHEREAS, Assignor desires to transfer certain of its assets to Assignee in consideration of, among other things, Assignee's assumption of certain liabilities of Assignor, and the issuance of interests in Assignee; and

WHEREAS, Assignee desires to accept that transfer of certain assets and liabilities from Assignor;

NOW, THEREFORE, for and in consideration of the agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignor does hereby grant, sell, convey, assign and deliver all of the assets described on Schedule 1 hereto (collectively, the "Conveyed Assets"), unto Assignee, and Assignee's successors and assigns on an "as is," "where is" basis, and Assignee hereby accepts and assumes from Assignor, the assets, properties and rights hereby granted, sold, conveyed, assigned and delivered.

2. Assignee does hereby assume all Liabilities of Assignor arising out of or related to the Conveyed Assets or arising out of or related to the business and operations transacted with the Conveyed Assets whether incurred or occurring before, on or after the date of this Agreement, including, without limitation, those Liabilities listed on Schedule 2 hereto (collectively, the "Assumed Liabilities") and agrees to pay, discharge or perform those Liabilities when due.

3. Assignor hereby covenants and agrees to and with Assignee, and Assignee's successors and assigns, to execute, acknowledge, and deliver all and every such further conveyance and other instrument and to do such further acts as may be deemed by Assignee to be reasonably necessary or appropriate more fully to assure Assignee and Assignee's successors and assigns that all the Conveyed Assets have been validly conveyed hereby, or to aid and assist in collecting and reducing to possession, any of or all of the Conveyed Assets, or in connection with the settlement of any obligations or liabilities to Assignor.

4. Assignee hereby covenants and agrees to and with Assignor and Assignor's successors and assigns, to execute, acknowledge, and deliver all and every such further conveyance and other instrument and to do such further acts as may be deemed by Assignor to be reasonably necessary or appropriate more fully to assure Assignor and Assignor's successors and assigns that all the Assumed Liabilities have been validly conveyed hereby.

5. (a) If there are prohibitions against, or conditions to, the conveyance of any of the Conveyed Assets or the assumption of any of the Assumed Liabilities without the prior written consent of third parties, including governmental authorities, whose consent is needed for the transfer of any of the Conveyed Assets or the assumption of any of the Assumed Liabilities or

the issuance of any necessary licenses, permits or other authorizations, which if not satisfied would result in a breach of such prohibitions or conditions or would give an outside party the right to terminate or limit any right of the Assignee with respect to any Conveyed Asset or Assumed Liability or allow the outside party to receive a payment or other consideration then any provisions contained in this Agreement to the contrary notwithstanding, the transfer of title to, or interest in, such Conveyed Asset, or the assumption of such Assumed Liability pursuant to this Agreement shall not become effective unless and until such restrictions on transfer are satisfied, waived or no longer applies.

(b) The parties shall cooperate to effect such transfers as promptly as shall be practicable. Nothing herein shall be deemed to require the transfer of any Conveyed Assets or the assumption of any Assumed Liabilities that by their terms or operation of law cannot be transferred or assumed; provided, however, that the parties shall cooperate to obtain any necessary consents or approvals for the transfer of all Conveyed Assets and the assumption of all Assumed Liabilities contemplated to be transferred or assumed pursuant to this Agreement and shall, even in the absence of any necessary consents or approvals, transfer the equitable ownership of Assets when such a transfer is permitted. In the event that any such transfer of Conveyed Assets or assumption of Assumed Liabilities is not consummated as of the date of this Agreement the party retaining such Conveyed Asset or Assumed Liability shall thereafter hold such Conveyed Asset in trust for the use and benefit of the party entitled thereto (at the expense of the party entitled thereto) and retain such Assumed Liability for the account of the party by whom such Assumed Liability is to be assumed, pursuant hereto, and take such other action as may be reasonably requested by the party to which such Conveyed Asset is to be transferred, or by whom such Assumed Liability is to be assumed, as the case may be, in order to place such party, insofar as reasonably possible, in the same position as would have existed had such Conveyed Asset or Assumed Liability been transferred or assumed as contemplated hereby. As and when any such Conveyed Asset becomes transferable or such Assumed Liability can be assumed, such transfer or assumption shall be effected forthwith. Subject to the foregoing, the parties agree that, as of the date of this Agreement, each party hereto shall be deemed to have acquired complete and sole beneficial ownership over all of the Conveyed Assets, together -with all rights, powers and privileges incident thereto, and shall be deemed to have assumed in accordance with the terms of this Agreement all of the Assumed Liabilities, and all duties, obligations and responsibilities incident thereto, which such party is entitled to acquire or required to assume pursuant to the terms of this Agreement.

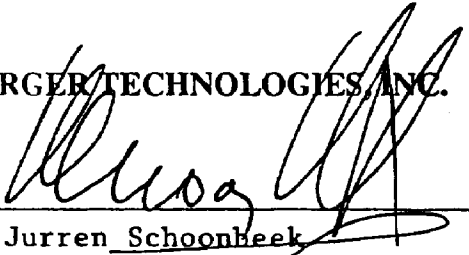
(c) If after two years from the date of this Agreement any Conveyed Asset remains subject to an arrangement described in Section 5(b) unless the parties elect to continue such arrangement on such terms as they may mutually agree, such arrangement shall terminate. In the event of a termination, the beneficial owner may (i) direct the party acting as trustee to transfer the Conveyed Asset to the beneficial owner, at the sole risk of such owner (which will thereafter indemnify the trustee/transferor from all losses, claims, damages, Liabilities, lawsuits, actions, costs and expenses, including reasonable attorneys' fees, arising as a result of such transfer), (ii) direct the party acting as trustee to sell or liquidate the subject Conveyed Asset for the account of, and at the sole risk and expense of, such owner, which shall be entitled to receive all of the net proceeds of such sale or liquidation or (iii) direct the party acting as trustee to purchase the affected Conveyed Asset at a price mutually agreed or, if no such agreement is reached, at the fair market value thereof as determined by a neutral third-party appraisal process.

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to the conflicts of laws provisions thereof.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date first set forth above.

ASSIGNOR:

SCHLUMBERGER TECHNOLOGIES, INC.

By: 
Name: Jurren Schoonheek
Title: Vice President

ASSIGNEE:

SCHLUMBERGER TECHNOLOGY SOLUTIONS LLC

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date first set forth above.

ASSIGNOR:

SCHLUMBERGER TECHNOLOGIES, INC.

By: _____

Name:

Title:

ASSIGNEE:

SCHLUMBERGER TECHNOLOGY SOLUTIONS LLC

By: Ashok Belani

Name:

Title:

SCHEDULE 1

to the

General Assignment and Assumption Agreement

The following Conveyed Assets shall be transferred by Assignor to Assignee:

All of the assets of the Semiconductor Solutions Group related to the Test, Probe and SABER business segments ("Test, Probe and SABER") of Assignor (i) represented on the Balance Sheet, dated as of March 31, 2002, attached herewith as Exhibit A (the "Balance Sheet"), (ii) written off, expensed or fully depreciated that, had they not been written off, expensed or fully depreciated, would have been reflected in the Balance sheet in accordance with the principles and accounting policies under which the Balance Sheet was prepared; and (iii) acquired after the date of the Balance Sheet that would be reflected in the Balance Sheet if such Balance Sheet were prepared, including any business transaction processing that may occur on the systems of Assignor or its affiliates during the period from the date of the Balance Sheet through the date of separation, including in the case of (i) through (iii) above, without limitation, all of the:

- (a) real property, leaseholds and subleaseholds therein, improvements, fixtures, and fittings thereon, and easements, rights-of-way, and other appurtenants thereto;
- (b) tangible personal property (such as machinery, equipment, inventories of raw materials and supplies, manufactured and purchased parts, goods in process and finished goods, furniture, automobiles, trucks, tractors, trailers, tools, jigs, and dies);
- (c) intellectual property, goodwill associated therewith, licenses and sublicenses granted and obtained with respect thereto, and rights thereunder, remedies against infringements thereof, and rights to protection of interests therein under the laws of all jurisdictions;
- (d) agreements, contracts, indentures, mortgages, instruments, security interests, guaranties, other similar arrangements, and rights thereunder, including but not limited to the following contracts:
 - Intel Corporation Purchase Agreement, between Intel Corporation, as Buyer, and Schlumberger Technologies ATE Division, as Seller; and
 - PICA Tooling Technology License and Joint Development Agreement, between International Business Machines Corporation and Schlumberger Technologies, Inc.;
- (e) accounts, notes, and other receivables;
- (f) claims, deposits, prepayments, refunds, causes of action, choses in action, rights of
- (g) recovery, rights of set off, and rights of recoupment, but excluding any such item relating to the payment of taxes;
- (h) franchises, approvals, permits, licenses, orders, registrations, certificates, variances, and similar rights obtained from governments and governmental agencies;
- (i) books, records, ledgers, files, documents, correspondence, lists, plats, architectural plans;
- (j) drawings, and specifications, creative materials, and advertising and promotional materials;
- (k) studies, reports, and other printed or written materials, and rights in and with respect to the assets associated with its employee benefit plans;

provided, however, that the Conveyed Assets shall not include (i) any assets required or used by the Assignor in relation to any business of the Assignor other than Test, Probe and

SABER, unless such assets are expressly allocated to Test, Probe and SABER pursuant to the books and records of Assignor, and (ii) any of the rights of the Assignor under this Agreement.

End of Schedule

SCHEDULE 2

to the

General Assignment and Assumption Agreement

The following Assumed Liabilities shall be assumed by Assignee from Assignor:

All of the liabilities, obligations, claims and commitments (whether known or unknown, whether asserted or unasserted, whether absolute or contingent, whether accrued or unaccrued, whether liquidated or unliquidated, and whether due or to become due) of the Semiconductor Solutions Group related to the Test, Probe and SABER business segments ("Test, Probe and SABER") of Assignor, whether or not the same would be required by generally accepted principles and accounting policies to be reflected in financial statements or disclosed in the notes thereto, including, without limitation:

- (a) all liabilities and obligations of Test, Probe & SABER of Assignor represented on the Balance Sheet, subject to any discharge subsequent to the date of the Balance Sheet;
- (b) all liabilities and obligations of Test, Probe & SABER of Assignor arising after the date of the Balance Sheet that would be reflected in the Balance Sheet if the Balance Sheet were prepared using the same principals and accounting policies under which the Balance Sheet was prepared;
- (c) all liabilities and obligations of Test, Probe & SABER of Assignor under the agreements, contracts, leases, licenses, and other arrangements referred to in relation to the Conveyed Assets;
- (d) all liabilities and obligations of Test, Probe & SABER under existing Assignor employee benefit plans;
- (e) all obligations of Test, Probe & SABER of Assignor to indemnify any person by reason of the fact that he or it was an employee or agent of Test, Probe & SABER or was serving at the request of Test, Probe & SABER as an employee, or agent of another entity (whether such indemnification is for judgments, damages, penalties, fines, costs, amounts paid in settlement, losses, expenses, or otherwise and whether such indemnification is pursuant to any statute, agreement, or otherwise); and
- (f) all other liabilities and obligations of Test, Probe & SABER of Assignor;

provided, however, that the Assumed Liabilities shall not include (i) any liability or obligation under the existing Assignor employee benefit plans relating to pensions and retiree medical benefits, including, without limitations the Schlumberger Technology Corporation Pension Plan, Schlumberger Group Health Care Plan and Schlumberger Technologies Inc. Savings and Profit Sharing Plan, (ii) any liability or obligation arising from any proceeding or suit which is pending against Assignor or the Test, Probe and SABER business segments of Assignor as of the date hereof, and (iii) any cost or expense incurred by Test, Probe & SABER required for the consummation of the transactions contemplated in this Agreement.

End of Schedule