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To the Assistant Commissioner of Patents and Trademarks, U.S. Patent and Trademark Office, 102538727 documents or copy thereof.

1. Name of conveying party(ies):  
Mark P. Davidson  
Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies)  
Name: Spectel Research Corporation  
Internal Address: 807 Rorke Way  
Palo Alto, CA 94303  
Spectel Research Corporation  
Street Address: 807 Rorke Way  
City: Palo Alto State: CA ZIP: 94303  
Additional name(s) & address(es) attached?  Yes  No

3. Nature of Conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other \_\_\_\_\_  
Execution Date: August 22, 2003

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: August 22, 2003  
A. Patent Application No.(s) 10/647742  
B. Patent No.(s) \_\_\_\_\_  
Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: Michael L. Sherrard, Esq.  
Internal Address: 72 Doud Drive  
Los Altos, CA 94022  
Street Address: 72 Doud Drive  
City: Los Altos State: CA Zip: 94022

6. Total Number of applications and patents involved: 1  
7. Total fee (37 CFR 3.41) .....\$ 40  
 Enclosed  
 Authorized to be charged to deposit account  
8. Deposit account number: \_\_\_\_\_  
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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.*  
Michael L. Sherrard, Reg. No. 28,041 Michael L. Sherrard August 25, 2003  
Name of Person Signing Signature Date  
Total number of pages including cover sheet, attachments, and document: 2  
Attorney Docket No. D1

Mail documents to be recorded with required cover sheet information to:  
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PATENT  
REEL: 014429 FRAME: 0017

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PATENT  
ATTORNEY DOCKET NO: D1

ASSIGNMENT

WHEREAS, Mark P. Davidson, hereinafter referred to as "ASSIGNOR", is the owner of certain new and useful improvements as described and set forth in the below-identified application for United States Letters Patent:

Title of Invention: INTERFERENCE SCATTEROMETER

Date of Execution: Aug. 22, 2003 Filing Date: \_\_\_\_\_ Serial No: \_\_\_\_\_

WHEREAS, SPECTEL RESEARCH CORPORATION, hereinafter referred to as "ASSIGNEE", is desirous of acquiring the entire right, title and interest in and to said invention and application and in any Letters Patent which may be granted on the same;

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN: Be it known that, for One Dollar (\$1.00) and other good and valuable considerations, receipt of which is hereby acknowledged by Assignor, Assignor has sold, assigned and transferred, and by these presents does sell, assign and transfer unto the said Assignee, and Assignee's successors and assigns, all right, title and interest in and to the said invention, said application for United States Letters Patent, and any Letters Patent which may hereafter be granted on the same in the United States and all countries throughout the world including any divisions, renewals, continuations in whole or in part, substitutions, conversions, reissues, prolongations or extensions thereof, said interest to be held and enjoyed by said Assignee as fully and exclusively as it would have been held and enjoyed by said Assignor had this assignment and transfer not been made, to the full end and term of any such Letters Patent.

Assignor hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment.

Assignor further agrees that he will, without charge to said Assignee, but at Assignee's expense, cooperate with Assignee in the prosecution of said application and/or applications, execute, verify, acknowledge and deliver all such further papers, including applications for Letters Patent and for the reissue thereof, and instruments of assignment and transfer thereof, and will perform such other acts as Assignee lawfully may request, to obtain or maintain Letters Patent for said invention and improvement in any and all countries, and to vest title thereto in said Assignee, or Assignee's successors and assigns. An attorney of record is authorized and requested by the execution of this assignment to insert into this assignment the filing date and serial number of said application when officially known;

IN TESTIMONY WHEREOF, Assignor has hereunto signed his name to this assignment on the date indicated below.

Date: Aug. 22, 2003

By: Mark P. Davidson  
Mark P. Davidson

STATE OF Cal.  
COUNTY OF Santa Clara.

On this 22 day of Aug. in the year of 2003, before me, the undersigned notary public, personally appeared the above-named assignor, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged 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.

Doug Shon  
Notary Public

