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David R. Shafer	KLA-Tencor Technologies Corporation One Technology Drive Milpitas, CA 95035
Additional name(s) of conveying party(ies) attached? _Yes X No	Maples, C. 1 90020
3. Nature of conveyance:	
X AssignmentMerger	
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Execution Date: 06/24/2004	Additional name(s) & address(es) attached? Yes X No
4. Application number(s) or patent number(s): 10/812,111	
If this document is being filed together with a new application, the	e execution date of the application is:
A. Patent Application No.(s)	B. Patent No.(s)
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5. Name and address of party to whom correspondence concerning document should be mailed:	6. Total number of applications and patents involved: 1
Name: Steven W. Smyrski, Esq.	7. Total fee (37 CFR 3.41) \$ 40.00
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PATENT REEL: 015554 FRAME: 0552 Please return signed/recorded to:

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Smyrski & Livesay, LLP

3310 Airport Avenue, SW Santa Monica, CA 90405-6118 Attention: Steven W. Smyrski

ASSIGNMENT

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, we, the undersigned, J. Joseph Armstrong, Yung-Ho Chuang and David R. Shafer do hereby sell, assign, and transfer to: KLA-TENCOR TECHNOLOGIES CORPORATION, a corporation of California, USA, having a place of business at One Technology Drive, Milpitas, California 95035, USA ("Assignee"), its successors, assign, and legal representatives, the entire right, title and interest for the United States and all foreign countries, in and to any and all inventions and improvements which are disclosed in the application for United States Letters Patent,

which has been executed by the undersigned concurrently herewith, (X) which was filed on March 29, 2004 and assigned Serial No. 10/812,111,

and is entitled: CATADIOPTRIC IMAGING SYSTEM EMPLOYING IMMERSION LIQUID FOR USE IN BROAD BAND MICROSCOPY and in and to said application and all divisional, continuing, substitute, renewal, reissue, and all other applications for Letters Patent which have been or shall be filed in the United States and all foreign countries on any of said improvements; and in any to all original and reissued patents which have been or shall be issued in the United States and all foreign countries on said improvements; and in and to all rights of priority resulting from the filing of said United States application; and

Agree that said Assignee may apply for and receive Letters Patent for said improvements in its own name; and that, when requested, without charge to, but at the expense of, said Assignee, its successors, assigns and legal representatives, to carry out in good faith the intent and purpose of this Assignment, the undersigned will execute all divisional continuing substitute, renewal, reissue, and all other patent applications on any and all said improvements; execute all rightful oaths, assignments, powers of attorney and other papers; communicate to said Assignee, its successors, assigns, and representatives, all facts known to the undersigned relating to said improvements and the history thereof, and generally do everything possible which said Assignee, its successors, assigns or representatives shall consider desirable for aiding in securing and maintaining proper patent protection for said improvements and for vesting title to said improvements and all applications to patents and all patents on said improvements, in said Assignee, its successors, assigns and legal representatives; and

Covenant with said Assignee, its successors, assigns and legal representatives that no assignment, grant mortgage, license, or other agreement affecting the rights and property herein

PATENT REEL: 015554 FRAME: 0553

herein expressed is possessed by the undersigned.
Name: Date: 06-24-, 2004 J. Joseph Armstrong
State of California County of Sawh Clava ss.
On this 24 day of, in the year 2004, before me,, before me,
WITNESS my hand and official seal. Notary Signature ODETTE H. DEVERA Commission #1340844 Notary Public - California Santa Clara County My Cornm. Expires Jan 21, 2006
Name: My-H. Chang Date: 6/24, 2004
State of California County of Sauth Clan ss.
On this Who day of, in the year 2004, before me,, which is to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her authorized capacity(ies), and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.
• • •

conveyed has been made to others by the undersigned, and that full right to convey the same as

Name: David R. Shafer Date: June 23	, 2004
State of California Correcticut) County of FULFILL ss.	
On this 230 day of 00000000000000000000000000000000000	the person whose name the executed the same in
WITNESS my hand and official seal. Notary Signature XIII X (0 31 08	(SEAL)