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Execution Date(s) 11/23/2004

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- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
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2. Name and address of receiving party(ies)

Name: AHBEE 2, LP, A CALIFORNIA LIMITED PARTNERSHIP

Internal Address: _____

Street Address: 1631 NORTH FIRST STREET

City: SAN JOSE

State: CA

Country: USA Zip: 95112

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application or patent number(s):

☒ This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☐ No

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

Name: ANN KOO

Internal Address: _____

Street Address: 1631 NORTH FIRST STREET

City: SAN JOSE

State: CA Zip: 95112

Phone Number: 408-452-8898

Fax Number: 408-452-8688

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6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00

- ☐ Authorized to be charged by credit card
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9. Signature:

ANN KOO
Signature

11/24/2004

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Total number of pages including cover sheet, attachments, and documents: 2

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11/30/2004 SDENB081 00000038 10997374

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PATENT
REEL: 016028 FRAME: 0489

ASSIGNMENT OF PATENT APPLICATION
(Accompanying Application)

Whereas I/we the undersigned inventor(s) have invented certain new and useful improvements as set forth in the patent application entitled:


**Novel Temperature Insensitive Optical Metrology for Nondestructive
Characterization of Physical Characteristics of Materials**

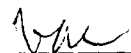
for which I (we) have executed an application for a United States Letters Patent.

For the sum of One dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I/we the undersigned inventor(s), patentee(s) hereby:

- 1) Sell(s), assign(s) and transfer(s) unto Ahbee 2, LP, a California limited partnership, having a place of business at 1631 North First Street, Koll Lyon Plaza, San Jose, California 95112, (hereinafter referred to as "ASSIGNEE"), the entire right, title and interest in any and all improvements and inventions disclosed in, the application(s) based upon, and Patent(s) (including foreign patents) granted upon the information which is disclosed in the above referenced application.
- 2) Authorize and request the Commissioner of Patents to issue any and all Letters Patents resulting from said application or any division(s), continuation(s), substitutes(s) or reissue(s) thereof to the ASSIGNEE.
- 3) Agree to execute all papers and documents and, entirely at the ASSIGNEE's expense, perform any acts which are reasonably necessary in connection with the prosecution of said application, as well as any derivative and applications thereof, foreign applications based thereon, and/or the enforcement of patents resulting from such applications.
- 4) Agree that the terms, covenants end conditions of this assignment shall inure to the benefit of the Assignee, its successors, assigns and other legal representative, and shall be binding upon the inventor(s) as well as the inventor's heirs, legal representatives and assigns.
- 5) Warrant and represent that I/we have not entered, and will not enter into any assignment, contract, or understanding that conflicts with this assignment.

Signed on the date(s) indicated beside my (our) signature(s).

Signature 
Typed Name: Wojciech Walecki
Date: November 23, 2004

Signature 
Typed Name: Phuc Van
Date: November 23, 2004