

Form PTO-1595 (Rev. 03/05)  
OMB No. 0651-0027 (exp. 6/30/2005)

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

## RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies)**

Candela Instruments

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

**3. Nature of conveyance/Execution Date(s):**

Execution Date(s) October 15, 2004, and October 18, 2004

- ☐ Assignment ☒ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Joint Research Agreement  
☐ Government Interest Assignment  
☐ Executive Order 9424, Confirmatory License  
☐ Other \_\_\_\_\_

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

Name: KLA-Tencor Corporation

Internal Address: \_\_\_\_\_

Street Address: 160 Rio Robles

City: San Jose

State: CA

Country: USA Zip: 95134

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)**

10/126,154 10/444,652 10/660,984 10/754,275 10/782,287  
 10/873,892 10/890,774 09/818,199 60/059,740 10/634,532  
 10/867,609 10/952,590

**B. Patent No.(s)**

6031615 6717671 6897957 6882437 8909500 6130749  
 6229610 6268919 6198533 6665078 6392749 6757056  
 6781103

Additional numbers attached? ☐ Yes ☒ No

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

Name: Ramin Aghevli

Internal Address: Caven & Aghevli LLC

Street Address: 9249 S. Broadway, Unit 200-201

City: Highlands Ranch

State: CO Zip: 80129

Phone Number: (720) 840-6740

Fax Number: (303) 265-9241

Email Address: \_\_\_\_\_

**6. Total number of applications and patents involved: 25****7. Total fee (37 CFR 1.21(h) & 3.41) \$ 1,000**

- ☒ Authorized to be charged by credit card  
☐ Authorized to be charged to deposit account  
☐ Enclosed  
☐ None required (government interest not affecting title)

**8. Payment Information**

a. Credit Card Last 4 Numbers 0689  
 Expiration Date 08/06

b. Deposit Account Number \_\_\_\_\_

Authorized User Name Ramin Aghevli

**9. Signature:**

*Ramin Aghevli*  
 Signature

June 23, 2005

Date

Ramin Aghevli

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 12

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:  
 Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

OP \$1000.00 10126154

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# State of California



## SECRETARY OF STATE

I, *Kevin Shelley*, 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

OCT 18 2004



*Kevin Shelley*  
Secretary of State

A0618676

**ENDORSED - FILED**  
in the office of the Secretary of State  
of the State of California**AGREEMENT OF MERGER**

OCT 15 2004

OF

**KEVIN SHELLEY**  
Secretary of State**CANDELA INSTRUMENTS**

AND

**HAMPTON ACQUISITION CORPORATION**

This Agreement of Merger (this "**Agreement**"), is entered into as of the 15<sup>th</sup> day of October 2004 by and among Candela Instruments, a California corporation (the "**Company**"), Hampton Acquisition Corporation, a California corporation ("**Merger Sub**") and together with the Company, the "**Constituent Corporations**"), and KLA-Tencor Corporation, a Delaware corporation ("**Parent**").

**RECITALS**

A. The Company, Merger Sub, Parent, William Delaney as stockholder representative and U.S. Bank National Association, as escrow agent, entered into an Agreement and Plan of Merger (the "**Plan of Merger**") dated as of September 28, 2004, providing for certain representations, warranties, covenants and agreements in connection with the transactions contemplated hereby. This Agreement and the Plan of Merger are intended to be construed together to effectuate their purpose.

B. The boards of directors (each, a "**Board of Directors**") of the Company, Merger Sub and Parent each deem it advisable and in their mutual best interests and in the best interests of their shareholders that the Merger Sub be merged with and into the Company, with the Company then becoming a wholly-owned subsidiary of Parent (the "**Merger**").

C. The Boards of Directors of each of the Company, Merger Sub and Parent and the shareholders of the Company and Merger Sub have approved the Merger.

**AGREEMENTS**

The parties hereto hereby agree as follows:

1. Constituent Corporations. The Company is a California corporation organized on January 27, 1992. Merger Sub is a California corporation organized on September 20, 2004.

2. The Merger and the Effective Time. The Merger shall become effective at such time (the "**Effective Time**") as this Agreement and the officers' certificate of the Company and the Merger Sub are filed with the Secretary of State of the State of California pursuant to Section 1103 of the California General Corporation Law (the "**CGCL**").

3. Effect of the Merger. At the Effective Time, Merger Sub shall be merged with and into the Company in accordance with the applicable provisions of the CGCL and the separate

existence of Merger Sub shall thereupon cease, and the Company, as the surviving corporation in the Merger (the "**Surviving Corporation**"), shall continue its corporate existence in accordance with the CGCL under the name Candela Instruments. At the Effective Time, the effect of the Merger shall be as provided under the applicable provisions of the CGCL. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time, all the property, rights, privileges, powers and franchises of the Company and Merger Sub shall vest in the Surviving Corporation, and all debts, liabilities and duties of the Company and Merger Sub shall become the debts, liabilities and duties of the Surviving Corporation.

4. Conversion.

a. At the Effective Time, each share of common stock ("**Common Stock**") of Merger Sub issued and outstanding immediately prior to the Effective Time shall be converted into and exchanged for the right to receive one validly issued, fully paid and nonassessable share of Common Stock of the Surviving Corporation. Each stock certificate of Merger Sub evidencing ownership of any such shares shall thereafter evidence ownership of such shares of capital stock of the Surviving Corporation.

b. At the Effective Time, each share of Company Common Stock that is outstanding immediately prior to the Effective Time, including the shares of Company Common Stock issued upon the conversion of the Company series A preferred stock and the Company series B preferred stock, (other than Dissenting Shares (as defined below)) shall, by virtue of the Merger, subject to the escrow provisions set forth in Section 2.6(e) and Article VIII of the Plan of Merger and without the need for any further action on the part of the holder thereof, be converted into and represent the right to receive (without interest) a cash payment equal to \$3.90819. Each vested option to purchase shares of Company Common Stock shall, by virtue of the Merger and subject to the escrow provisions set forth in Section 2.6(e) and Article VIII of the Plan of Merger be converted into and represent the right to receive (without interest) a cash payment equal to \$3.90819 minus the per share exercise price of the stock option. For purposes of this Agreement, "**Dissenting Shares**" shall mean any shares of Company Common Stock held by a holder who has demanded and perfected dissenters' rights for such shares in accordance with Chapter 13 of the CGCL and who, as of the Effective Time, has not effectively withdrawn or lost such dissenters' rights.

c. Effective as of the Effective Time, each unvested option to purchase shares of Company Common Stock ("**Unvested Company Option**") shall be assumed by Parent and converted into the right to receive a payment of \$3.90819 per share minus the per share exercise price of the Unvested Company Option, subject to vesting of the Unvested Company Option in accordance with the terms and conditions of the Unvested Company Option prior to the Effective Time.

d. Parent or U.S. Bank National Association (the "**Exchange Agent**") shall be entitled to deduct and withhold from the consideration otherwise payable in connection with the transactions contemplated by this Agreement such amounts as Parent or the Exchange Agent is required to deduct and withhold under the Internal Revenue Code of 1986, as amended, or any provision of state, local or foreign tax law. To the extent that amounts are so withheld by Parent or the Exchange Agent, such withheld amounts shall be treated for all purposes of this Agreement as

having been paid to the former holder of shares of Company stock in respect of which such deduction and withholding was made by Parent or the Exchange Agent.

5. Dissenting Shares. Any Dissenting Shares shall not be converted into the right to receive the consideration set forth in Section 4 but shall be converted into the right to receive such consideration as may be determined to be due with respect to such Dissenting Shares pursuant to the laws of the State of California. If after the Effective Time any Dissenting Shares shall lose their status as Dissenting Shares, then as of the occurrence of the event which causes the loss of such status, such shares shall be converted into the right to receive the consideration set forth in Section 4.

6. Articles of Incorporation. At the Effective Time, the Articles of Incorporation of the Company shall be amended and restated in their entirety to read as set forth in the form attached hereto as Exhibit A.

7. Directors and Officers of Surviving Corporation. The directors of the Surviving Corporation at the Effective Time shall be the same as the directors of Merger Sub, each to serve in accordance with the Bylaws of the Surviving Corporation. The officers of the Surviving Corporation at the Effective Time shall be the officers of Merger Sub, each to serve in accordance with the Bylaws of the Surviving Corporation.

8. Miscellaneous.

a. If at any time after the Effective Time, any further assignments or assurances in law or any other things are necessary or desirable to vest or to perfect or confirm of record in the Surviving Corporation the title to any property or rights of either of the constituent corporations (each, a "**Constituent Corporation**"), or otherwise to carry out the provisions of this Agreement, the officers and directors of the Surviving Corporation are hereby authorized and empowered on behalf of the respective Constituent Corporations, in the name of and on behalf of the appropriate Constituent Corporation, to execute and deliver any and all things necessary or proper to vest or to perfect or confirm title to such property or rights in the Surviving Corporation, and otherwise carry out the purposes and provisions of this Agreement.

b. Notwithstanding the approval of this Agreement by the shareholders of the Company, this Agreement shall terminate forthwith in the event that the Plan of Merger shall be terminated prior to the filing of this Agreement with the Secretary of State of California.

c. In the event of the termination of this Agreement as provided above, this Agreement shall forthwith become void and there shall be no liability on the part of the Company, the Merger Sub or the Parent or their respective officers or directors, except as otherwise provided in the Plan of Merger.

d. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one agreement.

e. This Agreement may be amended by the parties hereto before or after approval hereof by the shareholders of Company but, after such approval, no amendment shall be made which by law requires the further approval of shareholders without obtaining such further

approval. This Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties hereto. This Agreement may only be amended prior to the Effective Time.

\* \* \* \* \*

IN WITNESS WHEREOF, the parties have executed this Agreement of Merger as of the date first written above.

**Candela Instruments**

By: 

Name: Ruslan Kudinar

Title: President

By: 

Name: Steven W. Meeks

Title: Secretary

**HAMPTON ACQUISITION  
CORPORATION**

By: \_\_\_\_\_

Name: John H. Kispert

Title: President

By: \_\_\_\_\_

Name: Stuart J. Nichols

Title: Secretary

**KLA-Tencor Corporation**

By: \_\_\_\_\_

Name: John H. Kispert

Title: Executive Vice President, Chief  
Financial Officer

By: \_\_\_\_\_

Name: Stuart J. Nichols

Title: Assistant Secretary

SIGNATURE PAGE TO AGREEMENT OF MERGER

IN WITNESS WHEREOF, the parties have executed this Agreement of Merger as of the date first written above.

**Candela Instruments**

By: \_\_\_\_\_  
Name: Rusmin Kudinar  
Title: President

By: \_\_\_\_\_  
Name: Steven W. Meeks  
Title: Secretary

**Hampton Acquisition Corporation**

By: \_\_\_\_\_  
Name: John H. Kispert  
Title: President

By: \_\_\_\_\_  
Name: Stuart J. Nichols  
Title: Secretary

**KLA-Tencor Corporation**

By: \_\_\_\_\_  
Name: John H. Kispert  
Title: Executive Vice President, Chief  
Financial Officer

By: \_\_\_\_\_  
Name: Stuart J. Nichols  
Title: Assistant Secretary

SIGNATURE PAGE TO AGREEMENT OF MERGER



**EXHIBIT A**

**AMENDED AND RESTATED ARTICLES OF INCORPORATION  
OF  
CANDELA INSTRUMENTS**

**a California corporation**

**ARTICLE I**

The name of this corporation is Candela Instruments.

**ARTICLE II**

The purpose of this corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code.

**ARTICLE III**

This corporation is authorized to issue only one class of shares of stock, which shall be designated Common Stock and the total number of shares of Common Stock which this corporation is authorized to issue is one thousand (1,000).

**CANDELA INSTRUMENTS**  
**OFFICERS' CERTIFICATE**

Rusmin Kudinar and Steven W. Meeks do hereby certify that:

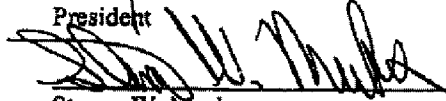
1. They are the duly elected or appointed, acting and qualified President and Secretary, respectively, of Candela Instruments, a California corporation (the "**Company**").
2. The principal terms of the Agreement of Merger in the form attached to this Certificate providing for the merger of Hampton Acquisition Corporation, a California corporation, with and into the Company were duly approved by the Board of Directors and the shareholders of the Company.
3. The authorized capital stock of the Company consists of (i) 16,000,000 shares of Common Stock, of which 5,030,336 shares of Common Stock were issued and outstanding as of the record date for the shareholder vote, and (ii) 4,200,000 shares of preferred stock ("**Preferred Stock**"), of which 1,700,000 shares are designated as Series A Preferred Stock, 1,648,667 of which were issued and outstanding as of the record date for the shareholder vote, and of which 2,500,000 shares are designated as Series B Preferred Stock, 2,145,320 of which were issued and outstanding as of the record date for the shareholder vote. Votes by the following were required to approve the Merger: (i) holders of a majority of the outstanding shares of Common Stock, voting together as a separate class, (ii) holders of a majority of the Common Stock and the Preferred Stock (voting together as a single class), and (iii) holders of a majority of the Preferred Stock (voting together as a single class).
4. The principal terms of the Agreement of Merger were approved by the holders of at least (i) a majority of the outstanding shares of Common Stock of the Company, (ii) a majority of the outstanding shares of Common Stock and Preferred Stock of the Company, voting together as a single class, and (iii) a majority of the outstanding shares of Preferred Stock of the Company, voting together as a single class, each of which exceeds the votes required of each class entitled to vote.
5. Subsequent to the approval of the Merger by the shareholders, all of the outstanding Preferred Stock of the Company was converted into 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.

Date: October 15, 2004



Rusmin Kudinar  
President



Steven W. Meeks  
Secretary

SIGNATURE PAGE TO CANDELA OFFICERS' CERTIFICATE

PATENT  
REEL: 016397 FRAME: 0822

**HAMPTON ACQUISITION CORPORATION****OFFICERS' CERTIFICATE**

John H. Kispert and Stuart J. Nichols do hereby certify that:

1. They are the President and Secretary, respectively, of Hampton Acquisition Corporation, a California corporation ("*Merger Sub*").

2. The principal terms of the Agreement of Merger in the form attached to this Certificate providing for the merger of Merger Sub with and into Candela Instruments, a California corporation, (the "*Merger*") were duly approved by the Board of Directors and the sole shareholder of Merger Sub.

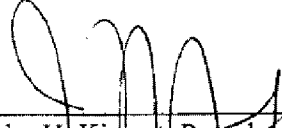
3. The authorized capital stock of Merger Sub consists of 1,000 shares of Common Stock, of which 1,000 shares of Common Stock are issued and outstanding as of the date hereof. The percentage vote required was a majority of the outstanding shares of Common Stock.

4. The principal terms of the Plan of Merger were approved by the affirmative vote of 100% of the outstanding shares of Common Stock, which votes exceeded the votes required.

5. No vote of the shareholders of the Merger Sub's parent corporation, KLA-Tencor Corporation, a corporation organized under the laws of the State of Delaware, 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.

Date: October 15, 2004

  
\_\_\_\_\_  
John H. Kispert, President

  
\_\_\_\_\_  
Stuart J. Nichols, Secretary

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