

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Klaus Freischlad	08/16/2005
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Phase Shift Technology, Inc. (a wholly owned subsidiary of ADE Corporation)
<b>Street Address:</b>	3470 E. Universal Way
<b>City:</b>	Tucson
<b>State/Country:</b>	ARIZONA
<b>Postal Code:</b>	85706
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	5737081
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(781)467-0928
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<b>NAME OF SUBMITTER:</b>	Maura K. Moran
<b>Total Attachments: 2</b>	
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**OP \$40.00 5737081**

## ASSIGNMENT - WORLDWIDE

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each undersigned inventor has hereby, without reservation,

Assigns, transfers and conveys to **Phase Shift Technology, Inc.** (a wholly owned subsidiary of ADE Corporation), an Arizona Corporation, of 3470 E. Universal Way, Tucson, AZ 85706, who, together with its successors and assigns is hereinafter called "Assignee", the entire right, title and interest, including the right to claim priority under international conventions, throughout the United States, its territories and possessions thereof, and all foreign countries in and to the invention(s) and discovery(ies) described in "**EXTENDED SOURCE LOW COHERENCE INTERFEROMETER FOR FLATNESS TESTING**"

as set forth in Application 08/761,632, filed December 6, 1996, granted as Patent 5,737,081 on April 7, 1998, and identified as Docket No. 4807.22A (now known as PAT 1995-001.01);

said application for United States Letters Patent or similar forms of protection of the United States of America, and all other applications for Letters Patent on said inventions or discoveries in whatsoever countries, including

- Any refiled or later filed patent applications, including but not limited to non-provisional, divisional, renewal, substitute, continuation, continuation-in-part, and Convention applications based in whole or in part upon said inventions or discoveries or said applications or that may depend upon any such applications for priority, and
  - any and all Letters Patent and reissues, reexaminations, and extensions of Letters Patent or similar forms of protection granted for said inventions or discoveries or upon said applications and every priority right that is or may be predicated upon or arise from said inventions or discoveries, said applications, and said Letters Patent.
2. Authorizes Assignee to file patent applications in any or all countries or groups of countries on any or all of said inventions or discoveries in the name of the undersigned or in the name of Assignee or otherwise as Assignee may deem advisable, under the International Convention or any other relevant convention or treaty or otherwise;
  3. Authorizes and requests the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to issue or transfer all said Letters Patent to Assignee in accordance herewith, or otherwise as Assignee may direct;
  4. Warrants that, this assignment being under covenant, the undersigned has not knowingly conveyed to others any rights in said inventions or discoveries, applications or patents or any license to use the same or to make, use or sell anything embodying or utilizing any of said inventions or discoveries; and that the undersigned has full power and good right to assign the same to Assignee without encumbrance;
  5. Binds the undersigned and their heirs, legal representatives and assigns, to do, upon Assignee's request and at Assignee's expense, but without additional consideration to the undersigned or them, all acts reasonable serving to assure that said inventions or discoveries, said patent applications and said Letters Patent shall be held and enjoyed by Assignee as fully and entirely as the same could have been held and enjoyed by the undersigned and their heirs, legal representatives and assigns if this assignment had not been made; and particularly

- to execute and deliver to Assignee all lawful application documents including petitions, specifications, and oaths, and all assignments, disclaimers, and lawful affidavits in form and substance as may be requested by Assignee;
  - to communicate to Assignee all facts known to the undersigned relating to said inventions or the history thereof;
  - to furnish Assignee with any and all documents, photographs, models, samples and other physical exhibits in the control of the undersigned and their heirs, legal representatives or assigns which may be which may embody said inventions or be useful for establishing any facts of the conceptions, disclosures, and reduction to practice of said inventions or discoveries; and
  - to testify in any proceedings relating to said inventions or discoveries, patent applications, and/or Letters Patent.
6. Grants an authorized representative of Assignee the power to insert in this Assignment any further identification that may be necessary or desirable to comply with the rules of the U.S. Patent and Trademark Office for recordation of this Assignment.

IN WITNESS WHEREOF:

DATE I EXECUTED APPLICATION: \_\_\_\_\_

Today's Date: 8/16/05

Signature: Klaus Freischlad  
Klaus Freischlad

State of ARIZONA )

County of PIMA )

On this 16<sup>TH</sup> day of AUGUST, 2005, before me personally appeared Klaus Freischlad, known to me to be the person described in and who executed the foregoing instrument, and who acknowledged that he/she executed the same as his/her free act and deed.

Witness my hand and official seal, this the 16<sup>TH</sup> day of AUGUST, 2005.

(Official Seal)



**PENNY FIRESTONE**  
Notary Public - Arizona  
Pima County  
Expires 12/31/06

[Signature]  
Notary Public

My commission expires 12/31/06