

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	12/19/2003

CONVEYING PARTY DATA

Name	Execution Date
TM Microscopes Corp.	12/19/2003

RECEIVING PARTY DATA

Name:	Veeco Metrology, LLC
Street Address:	112 Robin Hill Road
City:	Santa Barbara
State/Country:	CALIFORNIA
Postal Code:	93117

PROPERTY NUMBERS Total: 1

Property Type	Number
Patent Number:	5877891

CORRESPONDENCE DATA

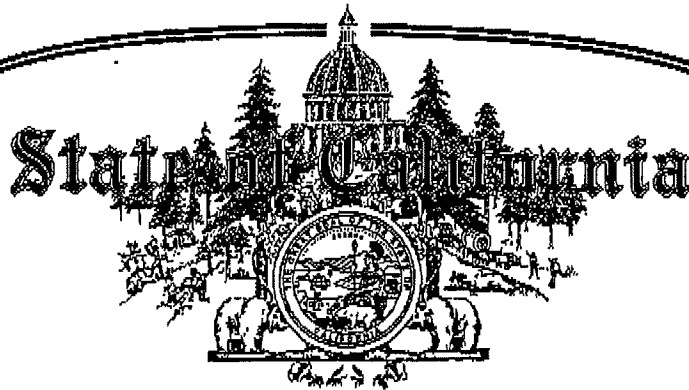
Fax Number: (414)225-9753
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 414-225-9755
 Email: jgd@boylefred.com
 Correspondent Name: Jay G. Durst
 Address Line 1: 250 E. Wisconsin Ave.
 Address Line 4: Milwaukee, WISCONSIN 53202

ATTORNEY DOCKET NUMBER:	528.254
NAME OF SUBMITTER:	Jay G. Durst

Total Attachments: 13
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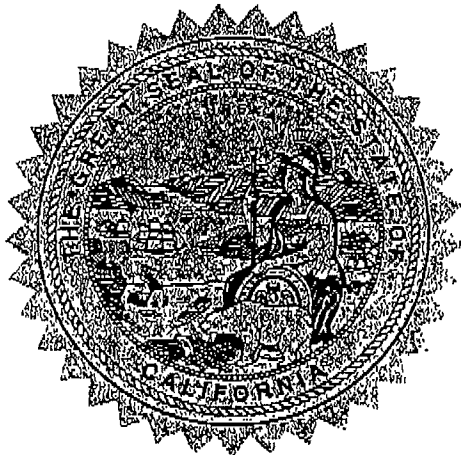
SECRETARY OF STATE

I, *Kevin Shelley*, Secretary of State of the State of California, hereby certify:

That the attached transcript of 14 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

JUL 29 2004



Kevin Shelley
Secretary of State

JUL 21 2004

AGREEMENT OF MERGER

**KEVIN SHELLEY
Secretary of State**

This AGREEMENT OF MERGER (this "Agreement") is dated as of December 19, 2003, by and among TM Microscopes Corp., a California corporation ("TM" or the "Constituent Company") and Veeco Metrology, LLC, a Delaware limited liability company ("Metrology" or the "Surviving Company").

WHEREAS, the laws of the States of Delaware and California permit the merger of TM with and into Metrology;

WHEREAS, the boards of directors of TM have determined that it is advisable and in the best interests of its stockholders and the managing member of Metrology has determined that it is advisable and in the best interests of Metrology and its members that TM be merged with and into Metrology with the result that Metrology shall be the surviving company (the "Merger"), upon the terms and conditions set forth herein, and to continue to exist under, and be governed by, the laws of the State of Delaware, and have duly approved this Agreement for that purpose;

NOW, THEREFORE, in order to prescribe the terms and conditions of the Merger (as defined below) and the mode of carrying the Merger into effect, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Definitions

For purposes of this Agreement, the following capitalized terms shall have the meanings set forth in this Article I. All Article and Section numbers used herein refer to Articles and Sections of this Agreement, unless otherwise described.

1.01 "Constituent Company Common Stock" means the issued and outstanding shares of the capital stock of the Constituent Company, as listed opposite its name on Schedule A hereto.

1.02 "California Certificate of Merger" shall have the meaning set forth in Section 2.01(c).

1.03 "California Law" means the California General Corporation Law, as in effect from time to time.

1.04 "Delaware Certificate of Merger" shall have the meaning set forth in Section 2.01(c).

1.05 "Delaware Law" means Delaware General Corporation Law, as in effect from time to time.

Doc #30771740

1.06 "Effective Time" means, with respect to the Surviving Company, midnight, New York City time, on December 31, 2003 and with respect to the Constituent Company, at the time the merger is filed in California.

1.07 "Law" means Delaware Law and California Law, as applicable.

1.08 "Merger" means the merger of the Constituent Company with and into the Surviving Company as contemplated by this Agreement, and so evidenced by the filing of the Delaware Certificate of Merger with the Secretary of State of Delaware and the filing of the California Certificate of Merger with the Secretary of State of California, each in accordance with the Law.

2. Terms and Effect of Merger

2.01 The Surviving Company and the Constituent Company are the merging companies as contemplated by the Law. At the Effective Time and pursuant to the Law:

(a) The Constituent Company shall be merged with and into the Surviving Company and the separate existence of the Constituent Company shall cease.

(b) The Surviving Company shall be the surviving company in the Merger, and shall continue for all purposes whatsoever.

(c) Substantially simultaneously with the execution and delivery hereof, the Surviving Company and the Constituent Company are causing (i) a certificate of merger in the form attached hereto as Exhibit A (the "Delaware Certificate of Merger") to be executed, verified and filed with, and delivered to the Secretary of State of Delaware and (ii) a certificate of merger in substantially the form attached hereto as Exhibit B (the "California Certificate of Merger") to be executed, verified and filed with, and delivered to the Secretary of State of the State of California, and the parties hereto shall take all such other and further actions as may be required by the Law to make the Merger effective as of the Effective Time.

(d) The limited liability company agreement of the Surviving Company as in effect on the date hereof shall be the limited liability company agreement of the Surviving Company following the Effective Time.

(e) The managing member of the Surviving Company at the Effective Time shall continue thereafter to be the managing member of the Surviving Company, until the members of the Surviving Company shall otherwise determine.

(f) Each right or securities of, interests in or shares of the Constituent Company Common Stock issued and outstanding immediately prior to the Effective Time and all other equity interests of the Constituent Company outstanding immediately prior to the Effective Time shall, at

the Effective Time, by virtue of the Merger and without any action on the part of the holders thereof, be canceled without consideration, and all rights of the holder thereof in respect of each share of Constituent Company Common Stock shall be extinguished.

(g) Each option, warrant or other right to purchase shares of the Constituent Company Common Stock, if any, outstanding immediately prior to the Effective Time shall, at the Effective Time, be canceled, and all rights of the holders thereof shall be extinguished. The Surviving Company shall have no obligation to reissue any such option, warrant or other right.

2.02 The Constituent Company and the Surviving Company, at the Effective Time, shall become a single limited liability company. The Surviving Company shall continue to exist as the surviving company of the Merger and shall thereupon and thereafter possess all the rights, privileges, powers, immunities, purposes and franchises, both public and private, and be subject to all the restrictions, liabilities and duties of each of the Constituent Companies; all real property and personal property, tangible and intangible, of every kind, belonging to each of the Constituent Companies shall vest in the Surviving Company without further act or deed; any claim existing or action or proceeding pending by or against any of the Constituent Companies shall be enforced as if the Merger had not taken place; all liabilities and obligations of the Constituent Companies shall thenceforth attach to the Surviving Company.

2.03 If, at any time after the Effective Time, the Surviving Company shall consider or be advised that any deeds, bills of sale, assignments, assurances and any other actions or things are necessary, desirable or proper to vest, perfect or confirm, of record or otherwise, in the Surviving Company its right, title and interest in, to or under any of the rights, properties or assets of the Constituent Company as a result of, or in connection with the Merger, the managing member of the Surviving Company shall be authorized to execute and deliver, in the name of the Constituent Company or otherwise, all such other actions and things as may be necessary or desirable to vest, perfect or confirm any and all right, title and interest in, to and under such rights, properties or assets in the Surviving Company or otherwise to carry out this Agreement.

3. General

3.01 All of the provisions of this Agreement shall be binding upon and inure to the benefit of, and be enforceable by, the parties hereto and their respective successors, but this Agreement and the rights and obligations of the parties hereunder shall not be assignable by the parties hereto.

3.02 This Agreement may be amended, superseded or terminated, and any of the terms hereof may be waived, only by a written instrument specifically stating that it amends, terminates or cancels this Agreement, or waives any of the terms hereof, executed by all parties or, in the case of a waiver, by the party waiving compliance, and subject to any approval by the board of directors, managing member or stockholders of any of the parties that may be required by law.

[Signature Page Immediately Follows]

Doc #30771740

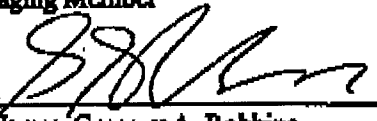
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IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

SURVIVING COMPANY:

VEECO METROLOGY, LLC, a Delaware limited liability company

By: VEECO INSTRUMENTS INC., as Managing Member


By: 
Name: Gregory A. Robbins
Title: Vice President and General Counsel

By: 
Name: Gregory A. Robbins
Title: Assistant Secretary

CONSTITUENT COMPANY:

TM MICROSCOPES CORP., a California corporation

By: 
Name: John Kiernan
Title: Vice President

By: 
Name: Gregory A. Robbins
Title: Secretary

Doc #30771740

SCHEDULE A

<u>Legal Entity</u>	<u>State of Incorporation or Organization</u>	<u>Number of Shares Issued and Outstanding</u>
TM Microscopes, Corp.	California	1,000.00 shares of common stock, \$0.01 par value per share
Veeco Metrology, LLC	Delaware	none

Doc #30771740

EXHIBIT A

Delaware Certificate of Merger

Doc #30771740

CERTIFICATE OF MERGER

OF

TM MICROSCOPES CORP.
(A CALIFORNIA CORPORATION)

INTO

VEECO METROLOGY, LLC
(A DELAWARE LIMITED LIABILITY COMPANY)

Pursuant to Section 18-209 of the Limited Liability Company Act of the State of Delaware (the "Code"), the undersigned limited liability company organized and existing under and by virtue of the Code,

DOES HEREBY CERTIFY:

FIRST: That the name and state of incorporation or organization of each of the constituent companies of the merger is as follows:

<u>Name</u>	<u>State of Incorporation</u>
TM Microscopes Corp.	California
VEECO METROLOGY, LLC	Delaware

SECOND: That the Agreement and Plan of Merger, dated as of December 19, 2003, by and between TM Microscopes Corp. and VEECO METROLOGY, LLC, has been approved, adopted, certified, executed and acknowledged by each of the constituent companies in accordance with the requirements of Section 18-209 of the Code (and, with respect to TM Microscopes Corp. in accordance with Sections 1113(a) and 174.5 of the California General Corporation Law).

THIRD: That the name of the surviving company of the merger is VEECO METROLOGY, LLC (the "Surviving Company").

FOURTH: That the limited liability company agreement of VEECO METROLOGY, LLC, the Surviving Company, shall be the limited liability company agreement of the surviving company.

FIFTH: That the Agreement and Plan of Merger is on file at the principal place of

Doc #30772423.WPD

business of the Surviving Company. The address of the principal place of business of the surviving company is 112 Robin Hill Road, Santa Barbara, California 93117.

SIXTH: That the Agreement and Plan of Merger will be furnished by the Surviving Company, on request and without cost, to any stockholder or member of the constituent companies.

SEVENTH: That the effective date of the merger shall be December 31, 2003.

[Signature Page Immediately Follows]

IN WITNESS WHEREOF, Veeco Metrology, LLC has caused the Certificate to be executed on this 17 day of December, 2003.

VEECO METROLOGY, LLC.

By: VEECO INSTRUMENTS INC., as Managing Member

By: 

Name: Gregory A. Robbins

Title: Vice President and General Counsel

Doc #30772423_V1.WPD



State of California
Kevin Shelley
Secretary of State

OTHER BUSINESS ENTITY
CERTIFICATE OF MERGER

(Corporations Code Sections 11136(X)1 and (2), 8018.1, 8019.1 and 12540.1)

Filing Fee - Please see instructions.
IMPORTANT - Read instructions before completing this form.

This Space For Filing Use Only

Table with 4 columns: 1. Name of surviving entity: Vesco Metrology, LLC; 2. Type of entity: LLC; 3. Secretary of State File Number: 200212110052; 4. Jurisdiction: Delaware; 5. Name of disappearing entity: TM Microscopes Corp.; 6. Type of entity: corporation; 7. Secretary of State File Number: C1619176; 8. Jurisdiction: California

9. Future effective date, if any: Month Day Year

Table for 10. If a vote was required enter the outstanding interests of each class entitled to vote on the merger and the percentage of vote required. Columns: Surviving Entity, Disappearing Entity, Each class entitled to vote, Percentage of vote required.

11. The principal terms of the agreement of merger were approved by a vote of the number of interests or shares of each class that equaled or exceeded the vote required.

12. If equity securities of a parent party are to be issued in the merger: [] No vote of the shareholders of the parent party was required. [] The required vote of the shareholders of the parent party was obtained.

SECTION 13 IS ONLY APPLICABLE IF THE SURVIVING ENTITY IS A DOMESTIC LIMITED LIABILITY COMPANY, DOMESTIC LIMITED PARTNERSHIP OR PARTNERSHIP.

13. Recalculate changes to the information set forth in the Articles of Organization, Certificate of Limited Partnership or Statement of Partnership Authority of the surviving limited liability company, limited partnership or partnership resulting from the merger. Attach additional pages, if necessary. None.

SECTION 14 IS APPLICABLE IF THE SURVIVING ENTITY IS AN OTHER BUSINESS ENTITY.

14. Principal business address of the surviving other business entity: Address: 112 Robin Hill Road, City: Santa Barbara, State: California, Zip: 93117

15. Other information required to be stated in the Certificate of Merger by the laws under which each constituent other business entity is organized. Attach additional pages if necessary.

16. Statutory or other basis under which each foreign other business entity is authorized to effect the merger: Section 18-209 of the Limited Liability Company Act of the State of Delaware

17. Number of pages attached, if any: None.

18. I certify that the statements contained in this document are true and correct of my own knowledge. I declare that I am the person who is executing this instrument, which execution is my act and deed.

Signatures of Authorized Person for the Surviving Entity and Disappearing Entity, including Gregory A. Robbins, V.P. and General Counsel, and John Kiernan, Vice President.

For an entity that is a business trust, real estate investment trust or an unincorporated association, set forth the provision of law or other basis for the authority of the person signing.

**CERTIFICATE OF APPROVAL
OF
AGREEMENT OF MERGER**

Edward H. Braun and Gregory A. Robbins certify that:

1. They are the president and the secretary, respectively, of TM Microscopes Corp., a California corporation.
2. The Agreement of Merger in the form attached was duly approved by the board of directors and shareholders of the corporation.
3. The shareholder approval was by the holder of 100% of the outstanding shares of the corporation.
4. There is only one class of shares and the number of shares outstanding is 1,000.

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: December 19, 2003



Edward H. Braun, President



Gregory A. Robbins, Secretary