

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Alan George	07/29/2008
RECEIVING PARTY DATA	
Name:	KLA-TENCOR CORPORATION
Street Address:	160 RIO ROBLES
City:	SAN JOSE
State/Country:	CALIFORNIA
Postal Code:	95134
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12182060
CORRESPONDENCE DATA	
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ATTORNEY DOCKET NUMBER:	KLA-P2788/US
NAME OF SUBMITTER:	JOSHUA D. ISENBERG
Total Attachments: 2 source=KLA-P2788_assignment#page1.tif source=KLA-P2788_assignment#page2.tif	

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PATENT
REEL: 021309 FRAME: 0851

ASSIGNMENT

THIS ASSIGNMENT, by **ALAN GEORGE** (hereinafter referred to as the Assignor), residing at **San Jose, California**, witnesseth:

WHEREAS, said Assignor has invented certain new and useful improvements in

APPARATUS AND METHOD FOR NOISE REDUCTION IN MODULATED OPTICAL REFLECTANCE METROLOGY SYSTEM

which are described in an application for letters patent having the above title and Attorney Docket Number.

Said Assignors hereby authorize and request their attorney, Joshua D. Isenberg, of 809 Corporate Way, Fremont, California, to insert here in parentheses (Application number 13/182,060, filed July 29, 2008) the filing date and application number of said application when known. *JDI JDI*

WHEREAS,

KLA-Tencor Corporation

(hereinafter referred to as the Assignee), a body having corporate powers under the laws of the state of **DELAWARE**, and having offices at **160 RIO ROBLES, SAN JOSE, CALIFORNIA 95134**, is desirous of obtaining the entire right, title and interest in and to said inventions and said application for Letters Patent, and in and to any Letters Patent, United States or foreign, to be obtained therefor and thereon;

NOW, THEREFORE, for other good and sufficient considerations, the receipt of which is hereby acknowledged:

1. The Assignor has sold, assigned, transferred and set over, and does hereby sell, assign, transfer and set over unto said Assignee, the entire right, title and interest in, to and under said inventions; said application for Letters Patent; any Letters Patent which may be granted for said inventions in the United States of America and any foreign country; any division, continuation, and continuation-in-part of said application; any reissue or extension of said Letters Patent; and all rights under the International Convention for the Protection of Industrial Property; said right, title and interest to be held and enjoyed by said Assignee for its own use and behoove to the full end of the term for which Letters Patent may be granted, as fully and entirely as the same would have been held and enjoyed by the Assignor, had this sale and assignment not been made.
2. Said Assignor warrants and represents that, at the time of execution and delivery of these presents, said Assignor is the lawful owner of the entire right, title and interest in and to said inventions and said application for Letters Patent, and that the same have not entered into any assignment, contract or understanding in conflict herewith.
3. Said Assignor hereby covenants and agrees to assist and cooperate with said Assignee, whereby said Assignee may enjoy to the fullest extent said right, title and interest herein conveyed, provided, however, that the entire expense which may be incurred by said Assignor in lending such assistance and cooperation be paid by Assignee. Such cooperation shall include: (a) prompt execution of all papers (prepared at the expense of Assignee) which are deemed necessary or desirable by Assignee to perfect said right, title and interest herein conveyed, (b) prompt execution of all petitions, oaths, specifications, declarations and other papers (prepared at the expense of Assignee) which are deemed necessary or desirable by Assignee for filing or prosecuting in the United States or any foreign country said application, any application which is a division, continuation, or continuation-in-part of said application, any reissue application for any Letters Patent granted on said application, or for any interference proceeding involving said application or Letters Patent granted thereon; and (c) prompt assistance and cooperation in the prosecution of all legal proceedings involving said inventions, said application, or Letters Patent granted thereon, including oppositions, cancellation proceedings, priority contests, public use proceedings and court actions.
4. The terms, covenants and conditions of this Assignment shall inure to the benefit of said Assignee, its successors, assigns and/or other legal representatives, and shall be binding upon said Assignor, his heirs, legal representatives and assigns.
5. Said Assignor hereby requests the Commissioner of Patents and Trademarks to issue said Letters Patent of the United States to said Assignee as the assignee of said inventions.

IN WITNESS WHEREOF said Assignor has executed and delivered this instrument on the respective dates noted below.

Date: <u>July 29, 2008</u>	<u>Alan R. George</u> Alan George
State of California)
County of <u>Santa Clara</u>) ss.
On this <u>29th</u> day of <u>July</u> , in the year 2008, before me, <u>Kerry Bird</u> , Notary Public,	
personally appeared <u>Alan George</u> , personally known 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 executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.	
WITNESS my hand and official seal.	
Notary Signature <u>Kerry Bird</u>	