

## PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Agreement of Merger
CONVEYING PARTY DATA	
Name	Execution Date
View Engineering, Inc.	08/27/1996
RECEIVING PARTY DATA	
Name:	GENERAL SCANNING INC.
Street Address:	125 Middlesex Turnpike
City:	Bedford
State/Country:	MASSACHUSETTS
Postal Code:	01730
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	5546189
CORRESPONDENCE DATA	
Fax Number:	(617)856-8201
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	6178568144
Email:	ip@brownrudnick.com
Correspondent Name:	Anil P. Ranganath
Address Line 1:	One Financial Center
Address Line 2:	Brown Rudnick LLP
Address Line 4:	Boston, MASSACHUSETTS 02111
ATTORNEY DOCKET NUMBER:	28680/1
NAME OF SUBMITTER:	Anil P. Ranganath
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FILED  
In the office of the Secretary of State  
of the State of California

AGREEMENT OF MERGER  
OF GSI ACQUISITION SUB, INC.  
AND VIEW ENGINEERING, INC.

AUG 27 1996

Bill Jones  
Vice Secretary of State

This Agreement of Merger (the "Merger Agreement") is entered into as of the 27th day of August, 1996, by and between View Engineering, Inc., a California corporation ("View"), and GSI Acquisition Sub, Inc., a California corporation ("Merger Sub"), and together with View, the "Constituent Corporations"). Merger Sub is wholly-owned subsidiary of General Scanning Inc., a Massachusetts corporation (the "Parent").

The authorized capital stock of View consists of (i) Eleven Million (11,000,000) shares of Class A Common Stock (the "Class A Common Stock"), of which Six Million Two Hundred Eighty-Four Thousand Eight (6,284,008) shares are issued and outstanding, (ii) Two Million Seven Hundred Fifty Thousand (2,750,000) shares of Class B Common Stock (the "Class B Common Stock"), of which no shares are issued and outstanding, and (iii) Three Hundred Sixty Thousand (360,000) shares of Convertible Preferred Stock (the "Preferred Stock", and together with the Class A Common Stock and Class B Common Stock, the "View Shares"), of which no shares are issued and outstanding. The authorized capital stock of Merger Sub consists of Ten Thousand (10,000) shares of common stock, of which One Thousand (1,000) shares are issued and outstanding. This Merger Agreement is entered into in accordance with that certain Agreement and Plan of Merger dated as of June 7, 1996 (the "Agreement and Plan of Merger") by and among View, on the one hand, and Parent and Merger Sub, on the other.

NOW, THEREFORE, the parties do hereby adopt this Merger Agreement and hereby agree that Merger Sub shall merge with and into View on the following terms, conditions and other provisions.

# I. TERMS AND CONDITIONS

A. Merger. Merger Sub shall be merged with and into View and View shall be the surviving corporation (the "Surviving Corporation"), effective upon the date and time when the Merger Agreement is filed with the Secretary of State of the State of California (the "Effective Time") in accordance with the applicable provisions of the California General Corporation Law (the "GCL") (the "Merger").

B. Succession. At the Effective Time, the separate existence of Merger Sub ceases and View shall succeed, without other transfer, to all the rights and property of

and shall be subject to all the debts and liabilities thereof in the same manner as if View had itself incurred them. However, other than entering into the merger and related agreements, and carrying out the transactions contemplated thereby, View has not entered into, and does not intend to engage in, any business prior to the effective time of the merger.

C. Common Stock of Merger Sub. Each share of common stock of Merger Sub issued and outstanding immediately prior to the Effective Time shall be converted into and thereafter evidence one share of common stock of the Surviving Corporation.

D. Conversion of View Shares. At the Effective Time, by virtue of the Merger and without any action on the part of any person, each outstanding share of Class A Common Stock of View owned by View's shareholders (each, a "View Shareholder" and collectively, the "View Shareholders"), other than Dissenting Shares (as defined below), will be converted into the right to receive, subject to the escrow provisions described below, such number of shares of common stock of the Parent ("GSI Common Stock") as is equal to 0.2481 shares of GSI Common Stock (the "Class A Merger Consideration") divided by the aggregate number of shares of Class A Common Stock issued and outstanding at the Effective Time. "Dissenting Shares" means View Shares held as of the Effective Time by a View Shareholder who has not voted such View Shares in favor of the adoption of the Agreement and Plan of Merger and the Merger as contemplated therein and with respect to which appraisal shall have been duly demanded and perfected in accordance with Section 1301 of the GCL and not effectively withdrawn or forfeited prior to the Effective Time.

E. Escrow. In order to secure the indemnification obligations of the View Shareholders under the Agreement and Plan of Merger (including certain post-closing earnings adjustments and inventory shortfalls), there shall be placed in escrow such number of shares of GSI Common Stock (out of the Class A Merger Consideration) as is equal to 214,047 shares divided by the GSI Average Share Price (as defined below). Such escrow shall continue until the earlier of (i) the issuance of the Parent's audited financial statements for the year ending December 31, 1996 or (ii) on August 27, 1997 (the first anniversary of the Closing Date of the Agreement and Plan of Merger). Claims for indemnification must be satisfied out of shares held in escrow and are subject to certain dollar limitations. That portion of the Class A Merger Consideration not held in escrow is referred to herein as the "Initial Shares".

F. No Fractional Shares. No certificates or script representing fractional Initial Shares shall be issued to former View Shareholders upon the surrender for exchange of Certificates (as defined below), and such former View Shareholders shall not be entitled to any voting rights, rights to receive any dividends or distributions or other rights as a stockholder of the Parent with respect to any fractional Initial Shares that would otherwise be issued to such former View Shareholders. In lieu of any

Shares that would otherwise be issued, each former View Stockholder who has been entitled to receive a fractional Initial Share shall, upon proper conversion of such person's Certificates, receive a cash payment equal to the GSI Average Share, multiplied by the fraction of a share that such View Stockholder would be entitled to receive. For purposes of this Agreement, "GSI Average Share" shall equal \$14.0156, and "Certificates" shall mean certificates that, immediately prior to the Effective Time, represented View Shares that are converted into GSI Common Stock pursuant to this Merger Agreement.

G. Treasury and Certain Other View Stock. Each View Share, if any, which immediately prior to the Effective Time is held in the treasury of View or owned beneficially by the Parent or the Merger Sub, shall automatically be canceled and retired and cease to exist, and no payment shall be made in respect thereof.

H. Rights as Shareholders. At the Effective Time, the holders of certificates representing View Shares outstanding immediately prior to the Effective Time shall cease to have any rights as shareholders of View, except for such rights as they may have pursuant to this Merger Agreement and applicable law.

## II. CHARTER DOCUMENTS, DIRECTORS AND OFFICERS

A. Articles of Incorporation. The Articles of Incorporation of the Surviving Corporation shall be amended as of the Effective Time so as to read in its entirety in the form attached hereto as Exhibit A.

B. Officers. The officers of View, immediately preceding the Effective Time, shall remain the officers of the Surviving Corporation, retaining their respective positions, to serve at the pleasure of the Board of Directors of the Surviving Corporation.

## III. MISCELLANEOUS

A. Further Actions. The Surviving Corporation may, at any time after the Effective Time, take any action, including executing and delivering any document, in the name of either View or Merger Sub, in order to consummate the transactions contemplated by this Merger Agreement and the Agreement and Plan of Merger, and the officers and directors of the Surviving Corporation are fully authorized in the name and on behalf of View and Merger Sub or otherwise to take any and all such actions and to execute and deliver any and all such documents and other instruments.

B. Amendment. At any time before or after approval of the Merger by the shareholders of View and Merger Sub, this Merger Agreement may be amended in any manner (except that any of the principal terms may not be amended without the approval of such shareholders) as may be determined in the judgement of, and by the

Board of Directors of each of View and Merger Sub to be necessary, precedent in order to clarify the intention of the parties hereto or to effect the purpose and intent of this Merger Agreement.

**Abandonment.** At any time before the Effective Time, this Merger Agreement may be terminated by the Board of Directors of either View or Merger Sub, notwithstanding the approval of this Merger Agreement by the stockholders of View or the Merger Sub.

**D. Counterparts.** In order to facilitate the filing and recording of this Merger Agreement, the same may be executed in any number of counterparts, each of which shall be deemed to be an original and, when taken together, shall constitute one and the same instrument.

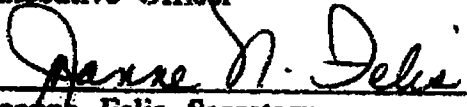
**E. Tax and Accounting Treatment.** The Merger contemplated herein is intended to qualify as a plan of reorganization within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended, and to be accounted for as a pooling of interests pursuant to Opinion No. 16 of the Accounting Principles Board.

**F. Governing Law.** This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California.

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

VIEW ENGINEERING, INC.

By   
Thomas R. Swain, President and Chief  
Executive Officer

By   
Joanne Felis, Secretary

GSI ACQUISITION SUB, INC.

By \_\_\_\_\_  
Charles D. Winston, President and Chief  
Executive Officer

By \_\_\_\_\_  
Victor R. Woolley, Secretary and Chief  
Financial Officer

Agreement :

By Thomas R. Swain, President and Chief  
Executive Officer

**GSI ACQUISITION SUB, INC.**

By Charles D. Winston  
Charles D. Winston, President and Chief  
Executive Officer

**PATENT**  
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**EXHIBIT A**  
**RESTATED ARTICLES OF INCORPORATION**  
**OF**  
**VIEW ENGINEERING, INC.**

**ARTICLE I**

The name of the corporation is **VIEW ENGINEERING, INC.**

**ARTICLE II**

The purpose of the 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**

The Corporation is authorized to issue one class of stock to be designated "Common Stock". The total number of shares of Common Stock which the Corporation is authorized to issue is Ten Thousand (10,000) shares.

**ARTICLE IV**

Section 1. The liability of the directors of the Corporation for monetary damages shall be eliminated to the fullest extent permissible under California law.

Section 2. The Corporation is authorized to indemnify the  
directors and officers of the Corporation to the fullest extent permissible  
under California law (as defined in Section 317(g) of the California  
Corporations Code or elsewhere).


**OFFICERS' CERTIFICATE  
OF  
VIEW ENGINEERING, INC.**

Thomas R. Swain, President, and Joanne Felis, Secretary, of View Engineering, Inc., a corporation duly organized and existing under the laws of the State of California (the "Corporation"), do hereby certify:

1. That they are the duly elected, acting and qualified President and Secretary, respectively, of the Corporation.
2. The total number of outstanding shares of each class entitled to vote on the Merger as described in the accompanying Agreement of Merger is as follows: 3,292,528 shares of Class A Common Stock; 621,618 shares of Class B Common Stock; and 360,000 shares of Convertible Preferred Stock.
3. The Agreement of Merger in the form attached was duly approved by the board of directors of the Corporation. The principal terms of the Agreement of Merger in the form attached were duly approved by the required vote of the holders of each class of stock of the Corporation in accordance with the Corporations Code of the State of California and the Articles of Incorporation of the Corporation.
4. The number of shares voting in favor of approval exceeded the required majority (over 50%) vote of (i) the Class A Common Stock, the Class B Common Stock, and the Convertible Preferred Stock (voting on an as-converted basis) voting as a single class, (ii) the Class A Common Stock and the Class B Common Stock voting as a single class, and (iii) the Convertible Preferred Stock voting as a separate class, each as required for approval.
5. As reflected in the preamble to the attached Agreement of Merger, subsequent to the shareholder vote referred to in paragraph 3 above approving the principal terms of Agreement of Merger, and prior to the filing of the Agreement of Merger with the Secretary of State of the State of California, all 621,618 shares of Class B Common Stock and 360,000 shares of Convertible Preferred Stock referred to in paragraph 2 above were converted into shares of Class A Common Stock such that, as of such filing, there are no outstanding shares of Class B Common Stock or Convertible Preferred Stock.

... of the undersigned declares under penalty of perjury that the  
... obtained in the foregoing certificate are true of their own knowledge.

in Simi Valley, California on August 27, 1996.

  
Thomas R. Swain, President and Chief  
Executive Officer

  
Joanne Felix, Secretary

**OFFICERS' CERTIFICATE  
OF  
GSI ACQUISITION SUB, INC.**

Charles D. Winston, President, and Victor H. Woolley, Secretary, of GSI Acquisition Sub, Inc., a corporation duly organized and existing under the laws of the State of California (the "Corporation"), do hereby certify that:

1. They are the duly elected, acting and qualified President and Secretary, respectively, of the Corporation.
2. There is one authorized class of shares entitled to vote on the Merger of the Corporation with and into View Engineering, Inc., consisting of 10,000 shares of authorized Common Stock, 1,000 shares of which are issued and outstanding, all of which are held by General Scanning Inc, a corporation duly organized and existing under the laws of the Commonwealth of Massachusetts (the "Parent").
3. The Agreement of Merger in the form attached was approved by the board of directors and the sole shareholder of the Corporation in accordance with the Corporations Code of the State of California.
4. The number of shares voting in favor of approval of the Agreement of Merger exceeded the majority (over 50%) vote required for such approval. No vote of the shareholders of the Parent was required for the approval of the Agreement of Merger.

of the undersigned declares under penalty of perjury that the  
contained in the foregoing certificate are true of their own knowledge.

Watertown, MA, on August 27, 1996.

  
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Charles D. Winston, President

  
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Victor R. Woolley, Secretary