

# PATENT ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
Name	Execution Date
Applied Photonics, Inc.	11/23/2009
<b>RECEIVING PARTY DATA</b>	
Name:	Electro Scientific Industries, Inc.
Street Address:	13900 NW Science Park Drive
City:	Portland
State/Country:	OREGON
Postal Code:	97229
<b>PROPERTY NUMBERS Total: 4</b>	
Property Type	Number
Patent Number:	6252197
Patent Number:	6489588
Patent Number:	6660963
PCT Number:	US0032076
<b>CORRESPONDENCE DATA</b>	
Fax Number:	(503)643-4873
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Email:	antul@esi.com
Correspondent Name:	Electro Scientific Industries, Inc.
Address Line 1:	13900 NW Science Park Drive
Address Line 4:	Portland, OREGON 97229
NAME OF SUBMITTER:	Liesel Antu
Total Attachments: 3 source=Signed Bill of Sale Assignment and Schedule#page1.tif source=Signed Bill of Sale Assignment and Schedule#page2.tif source=Signed Bill of Sale Assignment and Schedule#page3.tif	

CH \$160.00 6252197

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**PATENT**  
**REEL: 025008 FRAME: 0919**

**BILL OF SALE  
and  
PATENT ASSIGNMENT AGREEMENT**

THIS BILL OF SALE AND PATENT ASSIGNMENT AGREEMENT ("Sale and Assignment Agreement") is made as of November 23, 2009 (the "Effective Date"), between APPLIED PHOTONICS, INC. ("Seller" and "Assignor"), and ELECTRO SCIENTIFIC INDUSTRIES, INC. ("Buyer" and "Assignee").

WHEREAS, Seller and Buyer, have entered into an Asset Purchase Agreement effective as of November 23, 2009 ("Agreement"), pursuant to which Seller has agreed to sell to the Buyer, and the Buyer has agreed to purchase from the Seller, the Assets (as defined in the Agreement), all in accordance with and subject to the terms and conditions set forth in the Agreement;

WHEREAS, the patents and patent applications that are listed on Schedules 1.01-2.1 and 1.01-3 attached hereto and incorporated herein by reference are among the Assets assigned, sold and transferred to Buyer;

WHEREAS, all capitalized terms used herein have the meanings ascribed to them in the Agreement unless otherwise defined herein;

WHEREAS, Assignor is transferring of all right, title and interest it has in and to the patents and patent applications that are listed on Schedule 1.01-2.1 attached hereto and incorporated herein by reference ("Patents");

WHEREAS, Assignor is transferring the right, title and interest it has in and to the patent application listed on Schedule 1.01-3 attached hereto and incorporated herein by reference ("Joint Patent Application")

WHEREAS, pursuant to the terms of the Agreement, the Assignor has agreed to assign to the Assignee, among other things, all right, title and interest in and to the Patents and its portion of the right, title and interest in and to the Joint Patent Application as of the Effective Date; and

WHEREAS, the Assignor and the Assignee now wish to effectuate the assignment of all right, title and interest in and to the Patents the assignment of all right, title and interest Assignor has in and to the Joint Patent Application from the Assignor to the Assignee.

NOW THEREFORE, for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, and in further consideration of the mutual covenants and agreements contained in the Agreement, and pursuant and subject to the terms of the Agreement, Seller does hereby convey, transfer, assign, sell and deliver to the Buyer and its successors and assigns all of the Assets and, for avoidance of doubt, Assignor hereby assigns, transfers and

conveys unto the Assignee all right, title and interest in and to the Patents, and its portion of the right, title and interest in and to the Joint Patent Application, the same to be held and enjoyed by the Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns and/or other legal representatives.

The Seller does hereby agree, from and after the date hereof upon the reasonable request of the Buyer, to execute such other documents as the Buyer may require in order to obtain the full benefit of this Bill of Sale and Patent Assignment Agreement and the Seller's obligations hereunder.

The Assignor hereby authorizes the Commissioner of Patents and Trademarks to record the Assignee as the assignee of all right, title and interest in and to the Patents and as the assignee of Assignor's right, title and interest in and to the Patent Application.

The undersigned has caused this instrument to be duly executed as of the date first written above.

**SELLER AND ASSIGNOR:**

**Applied Photonics, Inc.,**

By: David B. Holthe

Name: David B. Holthe

Title: Authorized Officer

**BUYER AND ASSIGNEE:**

**Electro Scientific Industries, Inc.,**

By: [Signature]

Name: Paul Oldham

Title: Senior Vice President and Chief Financial Officer

Schedule 1.01-2.1 - Patents and Patent Applications

U.S. Patent No. 6,252,197 titled, "Method and Apparatus for Separating non-Metallic Substrates Utilizing a Supplemental Mechanical Force Applicator", issued June 26, 2001;

U.S. Patent No. 6,489,588 Application Number US09/718,453 titled, "Method and Apparatus for Separating Non-Metallic Materials", issued December 3, 2002;

U.S. Patent No. 6,660,963 Application Number US10/196,658 titled, "Method and Apparatus for Separating Non-Metallic Materials", issued December 9, 2003;

European Patent 1,232,038 Application Number EP2000000980670 titled, "Method and Apparatus for Separating Non-Metallic Materials"

Japanese Patent 3895179B2 Application Number JP2003-534132T titled, "Method and Apparatus for Separating Non-Metallic Materials"

Turkish Patent Application TR2002-01402T titled, "Method and Apparatus for Separating Non-Metallic Materials"

PCT Publication No WO/0138039 titled, "Method and Apparatus for Separating Non-Metallic Materials", published on May 31, 2001.