

## PATENT ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Tamar Technology	04/26/2013
RECEIVING PARTY DATA	
Name:	Rudolph Technologies, Inc.
Street Address:	One Rudolph Road
City:	Flanders
State/Country:	NEW JERSEY
Postal Code:	07836
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13066219
CORRESPONDENCE DATA	
Fax Number:	6125732005
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	6127672522
Email:	tsikora@dbclaw.com
Correspondent Name:	Todd R. Fronek
Address Line 1:	Dicke, Billig & Czaja, PLLC
Address Line 2:	100 South Fifth Street, Suite 2250
Address Line 4:	Minneapolis, MINNESOTA 55402
ATTORNEY DOCKET NUMBER:	A126.316.101
NAME OF SUBMITTER:	Todd R. Fronek
Signature:	/Todd R. Fronek/
Date:	07/10/2013
Total Attachments: 6	

CH \$40.00 13066219

source=Tamar-Patent Assignment-042613#page1.tif  
source=Tamar-Patent Assignment-042613#page2.tif  
source=Tamar-Patent Assignment-042613#page3.tif  
source=Tamar-Patent Assignment-042613#page4.tif  
source=Tamar-Patent Assignment-042613#page5.tif  
source=Tamar-Patent Assignment-042613#page6.tif

## **PATENT ASSIGNMENT**

WHEREAS, Tamar Technology, a California corporation ("Tamar"), having an address at 996 Lawrence Drive, Suite 202, Newbury Park, California 91320, has entered into an asset purchase agreement (hereby incorporated herein by reference in its entirety and referred to as the "Agreement") with Rudolph Technologies, Inc., a Delaware corporation, ("Rudolph"), having an address at One Rudolph Road, Flanders, New Jersey 07836, as of the Closing Date under the Agreement (capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms under the Agreement); and,

WHEREAS, the effect of the Agreement was to sell, transfer, convey, assign and deliver certain Assets of Tamar to Rudolph, wherein such Assets include certain Intellectual Property Rights (as defined in Sections 1.01 and 2.14 of the Agreement); and,

NOW THEREFORE, this Patent Assignment is a confirmation of the transfer of all right, title and interest in and to those certain patents and patent applications listed in Appendix A hereto (the "Patents"), all related inventions, and all associated rights appurtenant thereto in whatever jurisdiction in which the Patents are now or are subsequently filed, including, but not limited to the right to enforce any or all claims of those Patents previously in force, now in force or to be issued and to obtain money damages or equitable relief as a result of such enforcement;

AND, furthermore, to all whom it may concern, be it known that for and in consideration of good and valuable consideration set forth in the Agreement, the receipt and sufficiency whereof is hereby acknowledged, it is hereby confirmed and reaffirmed that Tamar has sold, transferred, conveyed, assigned and delivered, and by these presents is selling, assigning, transferring and setting over unto Rudolph and its successors or assigns the entire right, title and interest, including any and all damages for past, present, and future infringement, for all countries in and to all inventions and improvements disclosed in the aforesaid Patents, and in and to the application, all divisions, continuations, or renewals thereof, all Letters Patent which may be granted therefrom, and all reissues or extensions of

such Patents, and in and to any and all applications which have been or shall be filed in any countries for Letters Patent on the inventions and improvements, including an assignment of all rights under the provisions of the International Convention, and all Letters Patent of countries which may be granted therefrom; and Tamar hereby authorizes and requests the Patent Office of any country in which such Letters Patent for the aforesaid inventions and improvements should issue, to issue any and all such Letters Patent to Rudolph as the assignee of the entire right, title and interest in and to the same, for the use of Rudolph and its successors and assigns;

AND for the same consideration, Tamar hereby covenants and agrees to and with Rudolph, its successors, legal representatives and assigns, that Tamar will, whenever counsel of Rudolph, or the counsel of its successors, legal representatives and assigns, shall advise that any proceeding in connection with inventions disclosed in the aforesaid Patents, or said application for Letters Patent, or any proceeding in connection with Letters Patent for said inventions in any country, including interference proceedings, is lawful and desirable, or that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue or extension of any Letters Patent, to be obtained thereon, is lawful and desirable, sign all papers, documents or assignments, take all lawful oaths, and do all acts necessary or required to be done for the procurement, recordation, maintenance, enforcement and defense of Letters Patent for said inventions, without charge to Rudolph, its successors, legal representatives and assigns;

AND, furthermore, Tamar represents, warrants, covenants and agrees with Rudolph and its successors and assigns that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by it and that full right to convey the same as herein expressed is possessed by it;

AND, furthermore, all of the representations and warranties of Tamar under the Agreement relating to or covering the Patents in favor of Rudolph are incorporated by reference herein.

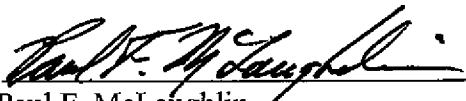
IN TESTIMONY WHEREOF and on behalf of Tamar Technology, the undersigned  
has hereunto set its hand this 26<sup>th</sup> day of April, 2013.

TAMAR TECHNOLOGY

By: \_\_\_\_\_  
David Grant  
President


SIGNED for and on behalf of Rudolph Technologies, Inc. confirming acceptance of  
the assignment.

RUDOLPH TECHNOLOGIES, INC.

By:   
Paul F. McLaughlin  
Chief Executive Officer

IN TESTIMONY WHEREOF and on behalf of Tamar Technology, the undersigned has hereunto set its hand this 26<sup>th</sup> day of April, 2013.

TAMAR TECHNOLOGY

By:   
David Grant  
President

SIGNED for and on behalf of Rudolph Technologies, Inc. confirming acceptance of the assignment.

RUDOLPH TECHNOLOGIES, INC.

By: \_\_\_\_\_  
Paul F. McLaughlin  
Chief Executive Officer

State of California )  
County of Ventura )

## CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

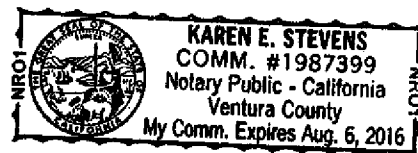
On April 26, '13 before me, Karen E Stevens Notary Public  
(here insert name and title of the officer)

personally appeared David Grant

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the  
State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Karen E Stevens

(Seal)

### OPTIONAL INFORMATION

*Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.*

#### Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document  
titled/for the purpose of Patent Assignment

containing \_\_\_\_\_ pages, and dated 4.26.13

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)  
☐ Attorney-in-Fact  
☐ Corporate Officer(s) \_\_\_\_\_  
Title(s) \_\_\_\_\_

- ☐ Guardian/Conservator  
☐ Partner - Limited/General  
☐ Trustee(s)  
☐ Other: \_\_\_\_\_

representing: \_\_\_\_\_  
Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information	
<b>Method of Signer Identification</b>	
Proved to me on the basis of satisfactory evidence: <input type="radio"/> form(s) of identification <input type="radio"/> credible witness(es)	
Notarial event is detailed in notary journal on: Page # _____ Entry # _____	
Notary contact: _____	
<b>Other</b>	
<input type="checkbox"/> Additional Signer(s)	<input type="checkbox"/> Signer(s) Thumbprint(s)
<input type="checkbox"/> _____	

Appendix A

List of Patents and Patent Applications

Serial Number	Publication Number	Title	Country
CN2010828092	CN102460672	System For Directly Measuring Depth Of High Aspect Ratio Etched Feature On Wafer	CN
tbd	tbd (related to WO2010151290)	System For Directly Measuring Depth Of High Aspect Ratio Etched Feature On Wafer	TW
DE102006050834	DE20061050834	Trench Measurement System Employing A Chromatic Confocal Height Sensor And A Microscope	DE
EP20100792434	EP2446468	System For Directly Measuring The Depth Of A High Aspect Ratio Etched Feature On A Wafer	EP
JP20070276957	JP2008083059	Measuring System And Measuring Device For Wafer	JP
KR20117030904	KR20120104079	System For Directly Measuring The Depth Of A High Aspect Ratio Etched Feature On A Wafer	KR
SG20110009571	SG176973	System For Directly Measuring The Depth Of A High Aspect Ratio Etched Feature On A Wafer	SG
13/199783		Method For Measuring Wafer Overburden	US
61/618450		System And Method For Measuring The Position Or Location Of A Laser Scribe	US
12/456781	US2010321671	System For Directly Measuring The Depth Of A High Aspect Ratio Etched Feature On A Wafer	US
11/978881	US2007148792	Wafer Measurement System And Apparatus	US
13/066219	2012/0257207	Wafer Shape Thickness And Trench Measurement	US
13/652798		Method For Directly Measuring The Depth Of A High Aspect Ratio Etched Feature On A Wafer	US
13/652829		Method For Directly Measuring The Depth Of A High Aspect Ratio Etched Feature On A Wafer	US
13/134716	2011/0292375	System For Directly Measuring The Depth Of A High Aspect Ratio Etched Feature On A Wafer	US
11/261284	US2006109483	Trench Measurement System Employing A Chromatic Confocal Height Sensor And A Microscope	US
10/382669		Concentricity Measuring Instrument For A Fiberoptic Cable End	US
WO2010US01699	WO2010151290	System For Directly Measuring The Depth Of A High Aspect Ratio Etched Feature On A Wafer	WO