## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3510588

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
MULTIPROBE, INC.	06/04/2015

#### **RECEIVING PARTY DATA**

Name:	DCG SYSTEMS, INC.	
Street Address:	3400 W. WARREN AVE	
City:	FREMONT	
State/Country:	CALIFORNIA	
Postal Code:	94538	

## **PROPERTY NUMBERS Total: 3**

Property Type	Number	
Application Number:	13341777	
Application Number:	62111198	
Application Number:	13398681	

#### **CORRESPONDENCE DATA**

**Fax Number:** (650)320-7701

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

**Phone:** 650-320-7700

Email: mmoreno@nixonpeabody.com

Correspondent Name: NIXON PEABODY LLP

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Address Line 4: PALO ALTO, CALIFORNIA 94306

<b>ATTORNEY DOCKET NUMBER:</b> 049259151000;152099;15310		
NAME OF SUBMITTER:	JOSEPH BACH	
SIGNATURE:	/Joseph Bach/	
DATE SIGNED:	09/02/2015	

### **Total Attachments: 4**

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#### PATENT ASSIGNMENT

This Patent Assignment (this "Assignment"), is made as of June 4, 2015, by Multiprobe Inc., a California corporation (the "Assignor"), to DCG Systems, Inc., a Delaware corporation (the "Assignee").

WHEREAS, the Assignor and the Assignee, among others, have entered into an Asset Purchase Agreement dated as of May 22, 2015 (the "Purchase Agreement"). All capitalized terms used herein but not otherwise defined herein shall have the meanings set forth in the Purchase Agreement.WHEREAS, the Assignor owns the patents issued by the United States Patent and Trademark Office and pending applications as set forth on Exhibit A hereto (the "Patents").

WHEREAS, pursuant to the Purchase Agreement, the Assignor desires to assign to the Assignee all of the Assignor's right, title and interest in and to the Patents.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants and agreements contained in the Purchase Agreement and the covenants and agreements in this Assignment and to induce the Assignee to consummate the transactions contemplated by the Purchase Agreement, the Assignor agrees as follows:

- 1. The Assignor does hereby sell, transfer, convey, assign and deliver to the Assignee all of the Assignor's right, title and interest in and to the Patents, including, without limitation, any foreign counterparts, parents, divisions, continuations, continuations-in-part or reissues thereof, the same to be held by the Assignee for the Assignee's own use and enjoyment, and for the use and enjoyment of the Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Assignment and sale had not been made; together with all demands and claims, actions or causes of action, for losses, damages (whether direct, indirect or consequential), deficiencies, costs, expenses, liabilities, judgments, settlements, awards, fines, response costs, sanctions, penalties and charges (the "Damages") by reason of past infringements of the Patents, along with the right to sue for and collect such Damages for the use and benefit of the Assignee and its successors, assigns and other legal representatives.
- 2. The Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any officer of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of intellectual property protection or applications as aforesaid, to issue the same to the Assignee and its successors, assigns and other legal representatives in accordance with the terms of this instrument.
- 3. The Assignor hereby represents and warrants that the Assignor has all necessary power and has taken all necessary action to make the present assignment. The Assignor further hereby covenants and agrees to and with the Assignee, its successors, legal representatives and assigns, that the Assignor will, whenever counsel of the Assignee, or the counsel of its successors, legal representatives and assigns, shall advise that any proceeding in connection with said Patents is lawful and desirable, sign all papers and documents, take all lawful oaths and do all acts necessary or required to be done to effect the assignment contemplated hereby.

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- 4. The Assignor further agrees that, should additional or further documentation of the assignment be required in connection with the assignment contemplated hereby, the Assignor will, without further consideration, provide or execute such other information or documents as may be necessary upon the Assignee's reasonable request and, in any event, in accordance with the Purchase Agreement.
- 5. This Assignment shall be binding on and shall inure to the benefit of, the parties hereto and their respective successors and assigns. This Assignment will be governed by, and construed in accordance with, the internal laws of the State of California applicable to contracts executed and performed entirely therein, without regard to the principles of choice of law or conflicts or law of any jurisdiction. If any term or other provision of this Assignment is invalid. illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Assignment will nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto will negotiate in good faith to modify this Assignment so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible. This Assignment may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, including counterparts transmitted by facsimile or electronic transmission, each of which when executed will be deemed to be an original but all of which taken together will constitute one and the same agreement.

[Signature Page Follows]

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IN WITNESS WHEREOF, the Assignor has executed this Assignment on the date first above written.

ASSIGNOR: MULTIPROBEANC.

By: \_\_\_\_\_

Name: Andrew Erickson

Title: President

[SIGNATURE PAGE TO PATENT ASSIGNMENT]

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# EXHIBIT A

# Patents and pending patent applications:

Patent No.:	Issue Date:	Title:	Application No.:	Filing Date:	Status:
US8800998	August 12, 2014	Semiconductor wafer isolated transfer chuck	US 13/341,777	Dec 30, 2011	Granted
n/a	n/a	Active Electrostatic Force Microscopy	62/111,198	Feb. 3, 2015	Provisional
n/a	n/a	Apparatus and Method for Combined Micro-Scale and Nano-Scale C-V, Q-V, and I-V Testing of Semiconductor Materials	13/398,681	Feb. 16, 2012	Application

**PATENT** 

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