

07-16-2003

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings



U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

102497398

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Nanodevices Incorporated

7-14-03

- Individual(s) Association General Partnership Limited Partnership Corporation-State California Other

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: Veeco Instruments Inc.

Street Address: 100 Sunnyside Boulevard City: Woodbury State: NY Zip: 11797

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Delaware Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: June 4, 2003

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s) See appendix (Schedule A) to Trademark Assignment attached

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Jay G. Durst Boyle Fredrickson Newholm Stein & Gratz S.C. Internal Address: 250 E. Wisconsin Avenue, Ste. 1030 Street Address: 07/15/2003 DBYRNE 00000021 75829123 01 FC:4521 City: Milwaukee State: WI Zip: 53202

6. Total number of applications and registration involved:

7. Total fee (37 CFR 3.41) \$40.00

- Enclosed Authorized to be charged to deposit account

7. Deposit account number:

50-1170

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

8. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Jay G. Durst Name of Person Signing

Signature

July 9, 2003 Date

Total number of pages including cover sheet, attachments and document: 5

FINANCE SECTION 09 JUL 14 AM 9:00

Trademarks and Trademark Applications

U.S. Registered Trademarks:			
Mark	Appl. No.	Filing Date	Reg. No.
NANODEVICES	75/829,123	10/30/1999	2535022 (suppl.)

TRADEMARK ASSIGNMENT

TRADEMARK ASSIGNMENT dated as of June 5, 2003 (the "Effective Date") between NANODEVICES INCORPORATED, a California corporation ("ASSIGNOR"), and VEECO METROLOGY, LLC, a Delaware limited liability company ("ASSIGNEE").

Pursuant to a certain Asset Purchase Agreement dated as of the date hereof, ASSIGNOR has agreed to assign to ASSIGNEE its entire right, title and interest in and to the United States and foreign trademarks, trademark registrations and applications set forth on Schedule A attached hereto, (collectively, the "Marks") and the goodwill of the business associated with the Marks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR hereby sell, assigns and transfers to ASSIGNEE, its successors, assigns and legal representatives, the entire right, title and interest in and to the Marks together with the goodwill of the business associated with the Marks, including all registrations and applications therefor, as well as all renewals and extensions of registrations that are or may be secured by ASSIGNEE, its successors, assigns or other legal representatives, for ASSIGNEE's own use and enjoyment, and for the use and enjoyment of ASSIGNEE's successors, assigns or other legal representatives, the same to be held and enjoyed by the ASSIGNEE for its own use and benefit, and for the use and benefit of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by ASSIGNOR if this assignment had not been made, together with all claims for damages for or by reason of past, present or future infringement or other unauthorized use of the Marks and the right to sue for and collect such damages for its own use and benefit, and for the use and benefit of its successors, assigns or other legal representatives.

ASSIGNOR further covenants that it has the full right to convey to ASSIGNEE the entire right, title and interest in, to and under the Marks, including the right to apply for, obtain and maintain registration of trademarks in any country thereon, and further that ASSIGNOR will not execute any agreement in conflict therewith.

ASSIGNOR also hereby sells, assigns and transfers unto the ASSIGNEE, its successors and assigns, all of its rights under the International Convention for the Protection of Industrial Property and all other treaties of like purpose in respect of each and all of the Marks.

ASSIGNOR hereby authorizes the ASSIGNEE, its successors, assigns or other legal representatives to apply in its or their own name or names for trademarks in all countries.

ASSIGNOR hereby agrees for itself, its successors, assigns and other legal representatives, promptly upon request of the ASSIGNEE, its successors, assigns or other legal representatives, to execute and deliver, or have executed and delivered, without further compensation any power of attorney, assignment, or other lawful documents and any further assurances that may be deemed necessary by the ASSIGNEE, its successors, assigns or other legal representatives, fully to secure to ASSIGNEE and its successors, assigns or other legal

representatives, the entire right, title and interest as aforesaid in and to the Marks and any and all U.S. and foreign equivalents that have been or may be granted in and to the Marks.

ASSIGNOR hereby covenants and agrees that it shall cease and refrain from all use of the Marks in all countries of the world as of the date hereof.

ASSIGNOR authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any official of any country or countries foreign to the United States, whose duty it is to register trademarks, to record ASSIGNEE as the assignee and owner of the Marks.

* * * * *

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be signed and executed by the undersigned officers thereunto duly authorized as of the date first above written.

NANODEVICES INCORPORATED

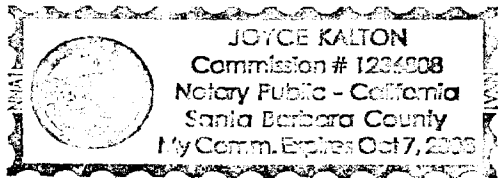
VEECO METROLOGY, LLC

By: [Signature]
Name: Stephen C. Minne
Title: President

By: Veeco Instruments Inc., its sole member
By: [Signature]
Name: Gregory A. Robbins
Title: V.P. + General Counsel

STATE OF CALIFORNIA)
) ss
COUNTY OF SANTA BARBARA)

On 6-4-, 2003, before me personally appeared Stephen C. Minne, 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/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.



Joyce Kalton
Notary Public

STATE OF New York)
) ss
COUNTY OF Nassau)

On June 5, 2003, before me personally appeared Gregory A. Robbins, 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/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Margaret M. Akerley
Notary Public

MARGARET M. AKERLEY
Notary Public, State of New York
No. 01AK6065993
Qualified in Suffolk County
Commission Expires Nov. 5, 2005

TRADEMARK