

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Schlumberger Technologies, Inc.		10/28/2003	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	NPTest LLC		
<b>Street Address:</b>	150 Baytech Drive		
<b>City:</b>	San Jose		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95124		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2776467	NXGENCONNECT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(650)614-7401		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	650-614-7382		
<b>Email:</b>	smasetti@orrick.com		
<b>Correspondent Name:</b>	Susan L. Masetti		
<b>Address Line 1:</b>	1000 Marsh Road		
<b>Address Line 4:</b>	Menlo Park, CALIFORNIA 94025		
<b>ATTORNEY DOCKET NUMBER:</b>	13199-3		
<b>NAME OF SUBMITTER:</b>	Susan L. Masetti		
<b>Total Attachments: 2</b>			
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**AMENDMENT TO GENERAL ASSIGNMENT  
AND ASSUMPTION AGREEMENT**

This Amendment to the General Assignment and Assumption Agreement ("Amendment") is made as of October 28, 2003, by and between Schlumberger Technologies, Inc., ("Assignor") and NPTest, LLC ("Assignee"), and amends the General Assignment and Assumption Agreement, dated as of May 10, 2002, (the "Agreement"). Terms not otherwise defined herein shall have the meaning ascribed to them in the Agreement.

WHEREAS Assignor and Assignee previously entered into the Agreement assigning certain trademarks and service marks (including the goodwill thereby and associated therewith, the registrations and applications for registration thereof, and the right to sue for past and future infringement thereof) owned by Assignor as of May 10, 2002 and listed on Schedule B of the Agreement.

WHEREAS certain trademarks and service marks, which should have been transferred from Assignor to Assignee and listed on Schedule B of the Agreement, were inadvertently omitted from Schedule B of the Agreement.

WHEREAS Assignor and Assignee each desire to amend Schedule B of the Agreement with respect to the assigned trademarks and service marks to include the inadvertently omitted trademarks and service marks as set forth below.

NOW THEREFORE, the parties hereby agree as follows:

Schedule B of the Agreement is hereby amended to include the following trademarks and service marks:

Country	Trademark/Service Mark	Application Serial No.	Registration No.
U.S.	NxGenConnect (Logo)	76/340,934	2,776,467

This instrument shall be construed and enforced in accordance with the laws of the State of Delaware (regardless of the laws that might be applicable under the principles of conflicts of law) as to all matters, including but not limited to matters of validity, construction, effect and performance.

Except as otherwise expressly provided hereunder, all provisions of the Agreement shall remain unchanged and in full force and effect. Neither the Agreement nor this Amendment may be modified orally; each of the foregoing may be altered only by a writing duly signed by the parties thereto.

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This Amendment may be executed in two or more counterparts, each of which, taken together, shall constitute one and the same instrument.

Dated: October 28, 2003

SCHLUMBERGER TECHNOLOGIES, INC.

By: 

Name: Roland Ewubare, General Counsel

Dated: October 28, 2003

NPTest, LLC

By: 

Name: David Mullin, Chief Financial Officer