

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NPTest, Inc.		07/20/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Credence Systems Corporation
Street Address:	1421 California Circle
City:	Milpitas
State/Country:	CALIFORNIA
Postal Code:	95035
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 8		
Property Type	Number	Word Mark
Serial Number:	78324859	IDS OPTICA
Serial Number:	78175606	ISOCHRONOUS FABRIC INTERFACE
Serial Number:	78257201	NPOWER
Serial Number:	78244106	NP PLATFORM
Serial Number:	78270229	NP NPTEST
Registration Number:	2736418	NPTEST
Serial Number:	78244117	SAPPHIRE NP
Serial Number:	78257198	XTOS

CORRESPONDENCE DATA	
Fax Number:	(303)629-3450
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	303-629-3400
Email:	johnson.marilyn@dorsey.com
Correspondent Name:	Dorsey & Whitney LLP
Address Line 1:	370 Seventeenth Street, Suite 4700
Address Line 4:	Denver, COLORADO 80202-5647

CH \$215.00 78324859

ATTORNEY DOCKET NUMBER:

3048 / 469998-3

NAME OF SUBMITTER:

Marilyn Johnson

Total Attachments: 5

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TRADEMARK ASSIGNMENT

WHEREAS, NPTest, Inc., a corporation organized and existing under the laws of the State of Delaware, and having its principal place of business at 150 Baytech Drive, San Jose, California 95134, United States of America (the "Assignor"), is the owner of the United States and foreign trademarks, trademark registrations and trademark applications in the form more fully described in Annex A and Annex B hereto (the "Marks");

WHEREAS, Credence Systems Corporation, a corporation organized and existing under the laws of the State of Delaware, and having its principal place of business at 1421 California Circle, Milpitas, California 95035, United States of America (the "Assignee"), is desirous of acquiring the entire right, title, and interest in and to the Marks, together with the goodwill associated therewith;

WHEREAS, Assignor desires to assign and Assignee desires to receive all of Assignor's right, title and interest in and to the Marks, together with the goodwill associated therewith;

WHEREAS, Assignor has filed some trademark applications, indicating the intention to use the trademarks represented there in, but has not yet filed allegations of use under §§ 1(c) or 1(d) of the Lanham Act, (the "ITU Marks");

WHEREAS, Assignor desires to assign the ITU Marks as part of the entire business or portion thereof to which the ITU Marks pertain as required by § 10 of the Lanham Act and Assignee desires to receive all of Assignor's right, title and interest in and to the ITU Marks, together with the portion of the business to which the ITU Marks pertain and the goodwill associated therewith.

NOW THEREFORE, for the sum of \$1.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, transfers, assigns and sets over unto Assignee, its successors and assigns, all of Assignor's entire right, title and interest in and to the Marks, in the United States of America and any foreign countries, together with the goodwill associated therewith, and together with the portion of the business to which the ITU Marks pertain and symbolized by the ITU Marks, all common law rights related to the Marks, all rights of registration, renewal and extension, and the right to recover for damages and profits for past infringements thereof.

UPON SAID CONSIDERATION, Assignor agrees to execute and deliver at the request of Assignee all papers, instruments, and assignments, and to perform any other reasonable acts Assignee may request in order to vest all of Assignor's right, title, and interest in and to the Marks in Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by Assignee, to the extent such evidence is in the possession or control of Assignor.

IN WITNESS WHEREOF, the Assignor has executed this Assignment and caused the same to be duly delivered on its behalf on the day and year first set forth below.

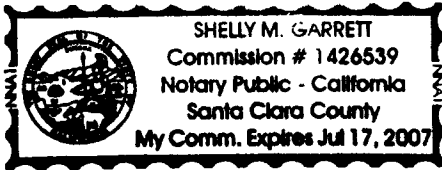
NPTEST, INC.

Date July 15, 2004

By: [Signature]
Name: Leslie Weise
Title: General Counsel

STATE OF CALIFORNIA)
) ss.
COUNTY OF SANTA CLARA)

On this 15 day of July, 2004, before me a Notary Public, personally appeared Leslie Weise, the above-mentioned representative of the Assignor, NPTest, Inc., who executed the foregoing Assignment, and represented and acknowledged that he/she had the requisite corporate authority to execute this Assignment and the same was executed as a free act and deed.



[Signature]
Notary Public

My commission expires: July 17, 2007

IN WITNESS WHEREOF, Assignee confirms the acceptance of the assignment of the Marks from the Assignor.

CREDENCE SYSTEMS CORPORATION

Date 7/20/04

By: [Signature]
Name: Byron Milstead
Title: Vice President, General Counsel

STATE OF CALIFORNIA)
) ss.
COUNTY OF SANTA CLARA)

On this 20 day of July, 2004, before me a Notary Public, personally appeared Byron Milstead the above-mentioned representative of the Assignee, Credence Systems Corporation, who executed the foregoing Patent Assignment, and represented and acknowledged that he/she had the requisite corporate authority to execute and accept this Patent Assignment and the same was executed as a free act and deed.



Shelly M. Garrett
Notary Public

My commission expires: July 17, 2007

ANNEX A
TRADEMARK ASSIGNMENT (UNITED STATES)
FROM NPTEST, INC. TO CREDEENCE SYSTEMS CORPORATION

TRADEMARK	COUNTRY	APPLICATION NO.	REGISTRATION NO.	INTENT TO USE?
IDS OPTICA™	United States	78/324,859		No
ISOCHRONOUS FABRIC INTERFACE™	United States	78/175,606		No
NPOWER™	United States	78/257,201		Yes
NP PLATFORM™	United States	78/244,106		Yes
NPTEST & Design™	United States	78/270,229		No
NPTEST & Design®	United States	76/446,026	2,736,418	No
SAPPHIRE NP™	United States	78/244,117		Yes
XTOS™	United States	78/257,198		Yes

ANNEX B
TRADEMARK ASSIGNMENT (FOREIGN)
FROM NPTEST, INC. TO CREDEENCE SYSTEMS CORPORATION

TRADEMARK	COUNTRY	APPLICATION NO.	REGISTRATION NO.	INTENT TO USE?
NPOWER™	European Community (CTM)	003418514		No
NPTEST & Design™	European Community (CTM)	003422482		No
SAPPHIRE NP™	European Community (CTM)	003418456		No
XTOS™	European Community (CTM)	003418936		No