

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	10/15/2004

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Candela Instruments		10/15/2004	CORPORATION: CALIFORNIA
Hampton Acquisition Corporation		10/15/2004	CORPORATION: CALIFORNIA

**RECEIVING PARTY DATA**

Name:	KLA-Tencor Corporation
Street Address:	160 Rio Robles
City:	San Jose
State/Country:	CALIFORNIA
Postal Code:	95134
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Registration Number:	2265450	CANDELA INSTRUMENTS
Registration Number:	2283734	TRIBOSCAN

**CORRESPONDENCE DATA**

Fax Number: (650)324-0638  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 650 324-7000  
 Email: sv-trademark@hellerehrman.com  
 Correspondent Name: Harold J. Milstein  
 Address Line 1: 275 Middlefield Road  
 Address Line 4: Menlo Park, CALIFORNIA 94025-3506

NAME OF SUBMITTER:	Chelseaa Larsen
Signature:	/ChelseaaLarsen/

OP \$65.00 2265450

Date:

08/18/2005

**Total Attachments: 6**

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**ENDORSED - FILED**  
in the office of the Secretary of State  
of the State of California

**AGREEMENT OF MERGER  
OF  
CANDELA INSTRUMENTS  
AND**

OCT 15 2004

**KEVIN SHELLEY  
Secretary of State**

**HAMPTON ACQUISITION CORPORATION**

This Agreement of Merger (this "*Agreement*"), is entered into as of the 15<sup>th</sup> day of October 2004 by and among Candela Instruments, a California corporation (the "*Company*"), Hampton Acquisition Corporation, a California corporation ("*Merger Sub*" and together with the Company, the "*Constituent Corporations*"), and KLA-Tencor Corporation, a Delaware corporation ("*Parent*").

**RECITALS**

- A. The Company, Merger Sub, Parent, William Delaney as stockholder representative and U.S. Bank National Association, as escrow agent, entered into an Agreement and Plan of Merger (the "*Plan of Merger*") dated as of September 28, 2004, providing for certain representations, warranties, covenants and agreements in connection with the transactions contemplated hereby. This Agreement and the Plan of Merger are intended to be construed together to effectuate their purpose.
- B. The boards of directors (each, a "*Board of Directors*") of the Company, Merger Sub and Parent each deem it advisable and in their mutual best interests and in the best interests of their shareholders that the Merger Sub be merged with and into the Company, with the Company then becoming a wholly-owned subsidiary of Parent (the "*Merger*").
- C. The Boards of Directors of each of the Company, Merger Sub and Parent and the shareholders of the Company and Merger Sub have approved the Merger.

**AGREEMENTS**

The parties hereto hereby agree as follows:

1. Constituent Corporations. The Company is a California corporation organized on January 27, 1992. Merger Sub is a California corporation organized on September 20, 2004.
2. The Merger and the Effective Time. The Merger shall become effective at such time (the "*Effective Time*") as this Agreement and the officers' certificate of the Company and the Merger Sub are filed with the Secretary of State of the State of California pursuant to Section 1103 of the California General Corporation Law (the "*CGCL*").
3. Effect of the Merger. At the Effective Time, Merger Sub shall be merged with and into the Company in accordance with the applicable provisions of the CGCL and the separate

existence of Merger Sub shall thereupon cease, and the Company, as the surviving corporation in the Merger (the "*Surviving Corporation*"), shall continue its corporate existence in accordance with the CGCL under the name Candela Instruments. At the Effective Time, the effect of the Merger shall be as provided under the applicable provisions of the CGCL. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time, all the property, rights, privileges, powers and franchises of the Company and Merger Sub shall vest in the Surviving Corporation, and all debts, liabilities and duties of the Company and Merger Sub shall become the debts, liabilities and duties of the Surviving Corporation.

#### 4. Conversion.

a. At the Effective Time, each share of common stock ("*Common Stock*") of Merger Sub issued and outstanding immediately prior to the Effective Time shall be converted into and exchanged for the right to receive one validly issued, fully paid and nonassessable share of Common Stock of the Surviving Corporation. Each stock certificate of Merger Sub evidencing ownership of any such shares shall thereafter evidence ownership of such shares of capital stock of the Surviving Corporation.

b. At the Effective Time, each share of Company Common Stock that is outstanding immediately prior to the Effective Time, including the shares of Company Common Stock issued upon the conversion of the Company series A preferred stock and the Company series B preferred stock, (other than Dissenting Shares (as defined below)) shall, by virtue of the Merger, subject to the escrow provisions set forth in Section 2.6(e) and Article VIII of the Plan of Merger and without the need for any further action on the part of the holder thereof, be converted into and represent the right to receive (without interest) a cash payment equal to \$3,90819. Each vested option to purchase shares of Company Common Stock shall, by virtue of the Merger and subject to the escrow provisions set forth in Section 2.6(e) and Article VIII of the Plan of Merger be converted into and represent the right to receive (without interest) a cash payment equal to \$3,90819 *minus* the per share exercise price of the stock option. For purposes of this Agreement, "*Dissenting Shares*" shall mean any shares of Company Common Stock held by a holder who has demanded and perfected dissenters' rights for such shares in accordance with Chapter 13 of the CGCL and who, as of the Effective Time, has not effectively withdrawn or lost such dissenters' rights.

c. Effective as of the Effective Time, each unvested option to purchase shares of Company Common Stock ("*Unvested Company Option*") shall be assumed by Parent and converted into the right to receive a payment of \$3,90819 per share *minus* the per share exercise price of the Unvested Company Option, subject to vesting of the Unvested Company Option in accordance with the terms and conditions of the Unvested Company Option prior to the Effective Time.

d. Parent or U.S. Bank National Association (the "*Exchange Agent*") shall be entitled to deduct and withhold from the consideration otherwise payable in connection with the transactions contemplated by this Agreement such amounts as Parent or the Exchange Agent is required to deduct and withhold under the Internal Revenue Code of 1986, as amended, or any provision of state, local or foreign tax law. To the extent that amounts are so withheld by Parent or the Exchange Agent, such withheld amounts shall be treated for all purposes of this Agreement as

having been paid to the former holder of shares of Company stock in respect of which such deduction and withholding was made by Parent or the Exchange Agent.

5. Dissenting Shares. Any Dissenting Shares shall not be converted into the right to receive the consideration set forth in Section 4 but shall be converted into the right to receive such consideration as may be determined to be due with respect to such Dissenting Shares pursuant to the laws of the State of California. If after the Effective Time any Dissenting Shares shall lose their status as Dissenting Shares, then as of the occurrence of the event which causes the loss of such status, such shares shall be converted into the right to receive the consideration set forth in Section 4.

6. Articles of Incorporation. At the Effective Time, the Articles of Incorporation of the Company shall be amended and restated in their entirety to read as set forth in the form attached hereto as Exhibit A.

7. Directors and Officers of Surviving Corporation. The directors of the Surviving Corporation at the Effective Time shall be the same as the directors of Merger Sub, each to serve in accordance with the Bylaws of the Surviving Corporation. The officers of the Surviving Corporation at the Effective Time shall be the officers of Merger Sub, each to serve in accordance with the Bylaws of the Surviving Corporation.

8. Miscellaneous.

a. If at any time after the Effective Time, any further assignments or assurances in law or any other things are necessary or desirable to vest or to perfect or confirm of record in the Surviving Corporation the title to any property or rights of either of the constituent corporations (each, a "Constituent Corporation"), or otherwise to carry out the provisions of this Agreement, the officers and directors of the Surviving Corporation are hereby authorized and empowered on behalf of the respective Constituent Corporations, in the name of and on behalf of the appropriate Constituent Corporation, to execute and deliver any and all things necessary or proper to vest or to perfect or confirm title to such property or rights in the Surviving Corporation, and otherwise carry out the purposes and provisions of this Agreement.

b. Notwithstanding the approval of this Agreement by the shareholders of the Company, this Agreement shall terminate forthwith in the event that the Plan of Merger shall be terminated prior to the filing of this Agreement with the Secretary of State of California.

c. In the event of the termination of this Agreement as provided above, this Agreement shall forthwith become void and there shall be no liability on the part of the Company, the Merger Sub or the Parent or their respective officers or directors, except as otherwise provided in the Plan of Merger.

d. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one agreement.

e. This Agreement may be amended by the parties hereto before or after approval hereof by the shareholders of Company but, after such approval, no amendment shall be made which by law requires the further approval of shareholders without obtaining such further

approval. This Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties hereto. This Agreement may only be amended prior to the Effective Time.

\* \* \* \* \*

IN WITNESS WHEREOF, the parties have executed this Agreement of Merger as of the date first written above.

**Candela Instruments**

By: [Signature]  
Name: Rusmin Kudinar  
Title: President

By: [Signature]  
Name: Steven W. Meeks  
Title: Secretary

**HAMPTON ACQUISITION CORPORATION**

By: \_\_\_\_\_  
Name: John H. Kispert  
Title: President

By: \_\_\_\_\_  
Name: Stuart J. Nichols  
Title: Secretary

**KLA-Tencor Corporation**

By: \_\_\_\_\_  
Name: John H. Kispert  
Title: Executive Vice President, Chief Financial Officer

By: \_\_\_\_\_  
Name: Stuart J. Nichols  
Title: Assistant Secretary

SIGNATURE PAGE TO AGREEMENT OF MERGER

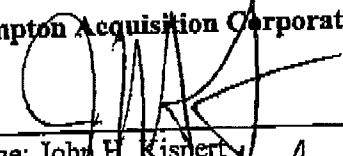
IN WITNESS WHEREOF, the parties have executed this Agreement of Merger as of the date first written above.

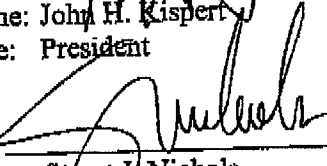
**Candela Instruments**

By: \_\_\_\_\_  
Name: Rusmin Kudinar  
Title: President

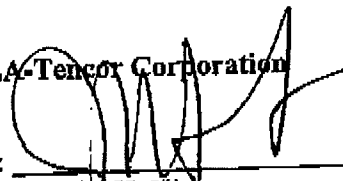
By: \_\_\_\_\_  
Name: Steven W. Meeks  
Title: Secretary

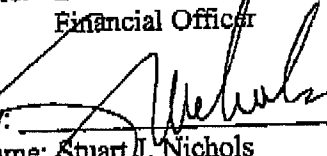
**Hampton Acquisition Corporation**

By:  \_\_\_\_\_  
Name: John H. Kispert  
Title: President

By:  \_\_\_\_\_  
Name: Stuart J. Nichols  
Title: Secretary

**KLA-Tencor Corporation**

By:  \_\_\_\_\_  
Name: John H. Kispert  
Title: Executive Vice President, Chief  
Financial Officer

By:  \_\_\_\_\_  
Name: Stuart J. Nichols  
Title: Assistant Secretary

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