

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HYPERNEX, INC.		08/08/2006	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	NOVA MEASURING INSTRUMENTS, LTD.		
Street Address:	EINSTEIN STREET		
Internal Address:	WEIZMANN SCIENCE PARK, BUILDING 2		
City:	NESS ZIONA		
State/Country:	ISRAEL		
Entity Type:	COMPANY: ISRAEL		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2493990	HYPER-TEX	
Registration Number:	2616331	CU-TEX	
Registration Number:	2471835	HYPERNEX	
CORRESPONDENCE DATA			
Fax Number:	(215)405-2562		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	215-977-2127		
Email:	lforrest@wolfblock.com		
Correspondent Name:	Brian L. Belles, Esq.		
Address Line 1:	1650 Arch Street		
Address Line 2:	22nd Floor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	NOV040-234918		
DOMESTIC REPRESENTATIVE			

OP \$90.00 2493990

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:	Brian L. Belles, Esq.
Signature:	/brianlbelles/
Date:	09/13/2006

Total Attachments: 10

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INTELLECTUAL PROPERTY ASSIGNMENT

WHEREAS, Hypernex, Inc. a Delaware corporation having an office located at 3006 Research Drive, State College, Pennsylvania 16801 ("**Hypernex**"), owns, by assignment, obligation under employment agreements or otherwise, all worldwide, right, title, and interest in the patents, trademarks, domain names, copyrights, applications for the same and other intellectual property used in connection with the business of Hypernex including, but not limited to, those specifically set forth in **Schedule A** attached hereto, and any invention, trade secret, modification and/or derivative work associated therewith (collectively "Intellectual Property");

WHEREAS, Nova Measuring Instruments Ltd., an Israeli corporation having a registered office at Weizmann Science Park, Rehovoth 76100, Israel ("**Company**"), desires to own **Hypernex's** entire right, title, and interest in and to the Intellectual Property, in all countries throughout the world, and in and to any invention, trade secret, modification and/or derivative work associated therewith; and

WHEREAS, pursuant to the Amended and Restated Asset Purchase Agreement (the "Asset Purchase Agreement"), dated August 8, 2006, between **Hypernex, Company** and the Stockholders listed on Schedule 4(a) of the Asset Purchase Agreement, whereby **Hypernex** agreed to assign all of its right, title, and interest in any intellectual property it owns, has a right to own and/or acquires in the future and **Company** agreed to acquire such intellectual property and the rights therein, the parties wish to further carry out the intent of the Asset Purchase Agreement as set forth herein;

NOW THEREFORE, be it known that, in exchange for payment of One Dollar (\$1.00) and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **Hypernex** hereby irrevocably assigns, transfers, conveys, grants and sets over to **Company** and its lawful successors and assigns, **Hypernex's** entire worldwide right, title, and interest in and to the Intellectual Property, including the patents, trademarks (including goodwill therein), copyrights and applications for the same, inventions claimed therein, any other patent applications directed to the inventions, and all current or future patents that may be granted thereon, including, without limitation, any and all divisionals, continuations, continuations-in-part, reissues, reexaminations, substitutes, any extensions thereof, and all foreign equivalents, continuations, continuations-in-part, divisionals and counterparts of the foregoing and all rights to claim priority on the basis of such application, and all applications for patents that may be filed for the inventions in any foreign country and all patents that may be granted on the invention in any foreign country, including, without limitation, any and all divisionals, continuations, continuations-in-part, reissues, reexaminations, substitutes, and extensions thereof;

AND, **Hypernex** **HEREBY** authorizes and requests the Commissioner of Patents and Trademarks of the United States and any official of any foreign country whose duty it is to issue, assign, and/or record as assignee for all patents and applications as described

above for the inventions and trademark registrations and applications to **Company**, its successors and assigns, in accordance with the terms of this Assignment;

AND, Hypernex HEREBY further agrees that, from and after the date of this Assignment, **Company** has succeeded to all of **Hypernex's** worldwide right, title, interest and standing to receive all rights and benefits pertaining to the Intellectual Property, institute and prosecute all suits and proceedings, take all actions that **Company**, in its sole discretion, may deem necessary or proper to collect, assert, or enforce any claim, right, title or interest of any kind under any and all of the Intellectual Property, including, without limitation, the right to sue for all past, present and future infringements or other violations of any rights relating thereto, to settle, defend, compromise and retain proceeds from any actions, suits, or proceedings relating to the transferred and assigned rights, title, interest, and benefits, and do all other such acts and things in relation thereto as **Company**, in its sole discretion, deems advisable;

AND, Hypernex HEREBY relinquishes exclusively to **Company** all of **Hypernex's** right, title and interest in and to all accrued and future causes of action for injunctive relief, damages, lost profits and litigation costs (including, without limitation, attorneys' fees) resulting from infringements or alleged infringements of the Intellectual Property, and this Assignment expressly includes the right to sue for pre-assignment infringements and any injunctive relief, damages, lost profits and litigation costs (including, without limitation, attorneys' fees) in connection with the same;

AND, Hypernex HEREBY further covenants that **Hypernex** has the full right to convey the interest assigned by this Assignment, **Hypernex** will take all action and execute all documents necessary to perfect the interest assigned hereby, and **Hypernex** has not executed and will not execute any agreement in conflict with this Assignment;

AND, Hypernex HEREBY further covenants and agrees that **Hypernex**, through its officers and employees, will, without further consideration, communicate with **Company**, its successors and assigns, any facts known to **Hypernex** and its officers and employees respecting the inventions and testify in any legal proceeding, sign all lawful papers when called upon to do so, execute and deliver all papers that may be necessary or desirable to perfect the title to the inventions in said **Company**, its successors and assigns, execute all divisionals, continuations, continuations-in-part, reissues, reexaminations, substitutes, any extensions thereof, make all rightful oaths, and generally do everything possible to aid **Company**, its successors and assigns, to obtain and enforce proper patent protection for the inventions in the United States and any foreign country, it being understood that any expense incident to the execution of such papers shall be borne by **Company**, its successors and assigns.

IN TESTIMONY WHEREOF, each party has caused its authorized representative to execute this Assignment.

Hypernex, Inc.

Company

By: David S. Kent
Date: 8/11/2006

By: _____
Date: _____

[Notary Seal Follows]

By: David S. Kent
Date: _____

By: G. D. [Signature]
Date: _____

[Notary Seal Follows]

ACKNOWLEDGMENT

STATE OF PENNSYLVANIA
COUNTY OF Philadelphia) SS

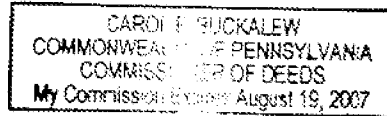
On this 8th day of August, 2006, before me personally came David S. Kurtz to me known, who, being duly sworn, did depose and say that he resides in State College, PA, that he is President of HyperNex, Inc., the corporations described in and that executed the above assignment, and acknowledged that he executed the same.

My Commission Expires:

Carol E. Buckalew
Notary Public

(NOTARY SEAL)

Carol E. Buckalew
Printed Name of Notary



SCHEDULE A
TO
INTELLECTUAL PROPERTY ASSIGNMENT

Patents, Copyrights, Licenses and Trademarks

Owned Intellectual Property:

Case #	Case Type	Country	Prio #	Client Case #	Status, Filing Date, App. Serial #	Pat/Reg No., Issue/Reg Date	Title	Status	Owner, Gov Rights
4173-101	US Patent	US		Hypermax, Inc.(4173) No Client Case No.	Issued Filed: 6/19/2001 App. #: 09/884,791	Issued: 4/19/2005 Pat. #: 6,882,739	Title: METHOD AND APPARATUS FOR RAPID GRAIN SIZE ANALYSIS OF POLYCRYSTALLINE MATERIALS	3.5 M. F. Due 10/19/2008	
4173-102	US Patent	US		Hypermax, Inc.(4173) No Client Case No.	Issued Filed: 8/21/2002 App. #: 10/225,534	Issued: 9/14/2004 Pat. #: 6,792,075	Title: MRD THICKNESS MAPPING	3.5 M. F. Due 3/14/2008	Co-assignee - IBM
4173-102-CIP	US Patent	US	4173-102	Hypermax, Inc.(4173) No Client Case No.	Issued Filed: 12/23/2003 App. #: 10/744,413	Issued: 6/21/2005 Pat. #: 6,909,772	Title: MRD THICKNESS MAPPING	3.5 M. F. Due 12/21/2008	Co-assignee- IBM
4173-102-EURO PE	Foreign Patent	EPO	4173-102	Hypermax, Inc.(4173) No Client Case No.	Pending Filed: 2/17/2005 App. #: 03793095.5	Issued: 6/15/2005 Pat. # EP1540276	Title: MRD THICKNESS MAPPING	Pending	
4173-102-JAPAN	Foreign Patent	Japan	4173-102	Hypermax, Inc.(4173) No Client Case No.	Pending Filed: 2/16/2005 App. #: 2004-531044	Issued: 2/12/2005 Pat. #JP2005536745	Title: MRD THICKNESS MAPPING	Examination Due 8/15/2006	
4173-102-PCT	PCT	PCT	4173-102	Hypermax, Inc.(4173) No Client Case No.	Done Filed: 8/15/2003 App. #: PCT/US03/25769	Issued: 3/04/2004 Publ #: WO04018959A2 Issued: 10/07/2004 Publ. #: WO2004018959A3	Title: MRD THICKNESS MAPPING	Completed	
4173-102-TAIWAN	Foreign Patent	TAIWAN	4173-102	Hypermax, Inc.(4173) No Client Case No.	Issued Filed: 8/20/2003 App. #: 92122833	Issued: 3/11/2005 Pat. #: 1-229404 Expires: 8/19/2023	Title: MRD THICKNESS MAPPING	3 rd Annuity Fee Due 3/10/2007	
4173-103	US Patent	US		Hypermax, Inc.(4173) No Client Case No.	Issued Filed: 7/26/2002 App. #: 10/205,717	Issued: 1/13/2004 Pat. #: 6,678,347	Title: QUANTITATIVE PHASE MAPPING	3.5 M. F. Due 7/13/2007	

4173-103-EURO-PE	Foreign Patent	EPO	4173-103	Hypermax, Inc.(4173) No Client Case No	Pending Filed: 1/25/2005 App. #: 03771582.8	Issued: 6/15/2005 Pat. # EP1540319	Title: QUANTITATIVE PHASE ANALYSIS OF TEXTURED POLYCRYSTALLINE MATERIALS	Maintenance Fee Due 2/20/2007
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Note: For Case nos. 4173-102, 103 and 403, the Australian Patent Office allocated publication numbers, however applications were not filed from PCT

4173-103-JAPAN	Foreign Patent	Japan	4173-103	Hypermax, Inc.(4173) No Client Case No	Pending Filed: 1/25/2005 App. #: 2004-524574	Issued: 11/10/2005 Pat. # JP2005534028	Title: QUANTITATIVE PHASE MAPPING	Examination Due 7/9/2006
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4173-103-PCT	PCT	PCT	4173-103	Hypermax, Inc.(4173) No Client Case No	Done Filed: 7/9/2003 App. #: PCT/US03/21330	Issued: 2/05/2004 Publ. #: WG20040119	Title: QUANTITATIVE PHASE MAPPING	Completed
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4173-103-TAIWAN	Foreign Patent	TAIWAN	4173-103	Hypermax, Inc.(4173) No Client Case No	Issued Filed: 7/24/2003 App. #: 92120199	Issued: Pat. #: 1-241413 Expires: 7/23/2023	Title: METHOD AND APPARATUS FOR QUANTITATIVE PHASE ANALYSIS OF TEXTURE POLYCRYSTALLINE MATERIALS	3 rd Annuity Fee Due 10/10/2007
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4173-240	US Patent	US		Hypermax, Inc.(4173) No Client Case No	Issued Filed: 3/25/1997 App. #: 823,967	Issued: 12/8/1998 Pat. #: 5,848,122 Expires: 3/25/2017	Title: APPARATUS FOR RAPID IN-SITU X-RAY STRESS MEASUREMENT DURING THERMAL CYCLING OF SEMICONDUCTOR WAFERS	7.5 M. F. Due 6/8/2006	Dept. of Air Force Contract # F30602-96-C-0107
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4173-241	US Patent	US		Hypermax, Inc.(4173) No Client Case No	Issued Filed: 3/25/1997 App. #: 08/823,971	Issued: 11/27/1998 Pat. #: 5,828,724	Title: PHOTO-SENSOR FIBER-OPTIC STRESS ANALYSIS SYSTEM	7.5 M. F. Due 4/27/2006
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4173-241-DIV	US Patent	US		Hypermax, Inc.(4173) No Client Case No	Issued Filed: 9/1/1998 App. #: 09/144,932	Issued: 5/2/2000 Pat. #: 6,058,160	Title: PHOTO-SENSOR FIBER-OPTIC STRESS ANALYSIS SYSTEM	7.5 M. F. Due 11/2/2007
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4173-269	US Trademark	US		Hypermax, Inc.(4173) No Client Case No	Registered Filed: 12/5/1997 App. #: 75/400,762	Registered: 7/24/2001 Reg. #: 2,471,835	Title: HYPERNEX	Section 8 & 15 Affidavit Due 7/24/2006
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4173-403	US Patent	US	Hypernex, Inc.(4173) No Client Case No.	Issued Filed: 7/30/1999 App. #: 09/365,063	Issued: 10/9/2001 Pat. #: 6,301,330 Expires: 7/30/2019	Title: APPARATUS AND METHOD FOR TEXTURE ANALYSIS ON SEMICONDUCTOR WAFERS	7.5 M. F. Due 4/9/2009
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Note: For Case nos. 4173-102, 103 and 403, the Australian Patent Office allocated publication numbers, however applications were not filed from PCT

4173-403- EUROPE	Foreign Patent	EUROPE	4173-403 Hypernex, Inc.(4173) No Client Case No.	Pending Filed: 2/18/2002 App. #: 00 953 730.9-2204	Issued: 7/03/2002 Pat. # EP1218729	Title: APPARATUS AND METHOD FOR TEXTURE ANALYSIS ON SEMICONDUCTOR WAFERS	Pending
4173-403- JAPAN	Foreign Patent	JAPAN	4173-403 Hypernex, Inc.(4173) No Client Case No.	Pending Filed: 1/30/2002 App. #: 2001-514458	Issued: 2/18/2003 Pat. # JP2003506673	Title: APPARATUS AND METHOD FOR TEXTURE ANALYSIS ON SEMICONDUCTOR WAFERS	Examination Due 7/28/2007
4173-403- PCT	PCT	PCT	Hypernex, Inc.(4173) No Client Case No.	Done Filed: 7/28/2000 App. #: PCT/US00/20653	Issued: 2/8/2001 WO0109225A2 Issued: 5/31/2001 WO0109225A3 Issued: 5/21/2001 WO0109225B1	Title: APPARATUS AND METHOD FOR TEXTURE ANALYSIS ON SEMICONDUCTOR WAFERS	Completed
4173-403- TAIWAN	Foreign Patent	TAIWAN	4173-403 Hypernex, Inc.(4173) No Client Case No.	Issued Filed: 8/9/2000 App. #: 89115227	Issued: 2/21/2002 Publ. # TW477018	Title: APPARATUS AND METHOD FOR TEXTURE ANALYSIS ON SEMICONDUCTOR WAFERS	6 th Annuity Fee Due 2/20/2007
4173-445	US Trademark	US	Hypernex, Inc.(4173) No Client Case No.	Registered Filed: 1/5/2000 App. #: 75/887,574	Registered: 9/10/2002 Reg. #: 2,616,331	Title: CU-TEX	Section 8 & 15 Affidavit Due 9/10/2007
4173-446	US Trademark	US	Hypernex, Inc.(4173) No Client Case No.	Registered Filed: 1/5/2000 App. #: 75/887,575	Registered: 10/2/2001 Reg. #: 2,493,990	Title: HYPER-TEX	Section 8 & 15 Affidavit Due 10/2/2006
	US Patent	US		Issued Filed: 1/24/1996 App#: 590,956	Issued: 3/3/1998 Pat#: 5,724,401	Title: LARGE ANGLE SOLID STATE POSITION SENSITIVE X-RAY DETECTOR SYSTEM	Expired due to non-payment of maintenance fee

US Patent: US

Issued
Filed: 8/22/1997
App#: 916,378

Issued:
7/21/1998
Pat #:
5,784,432

Title: LARGE
ANGLE SOLID
STATE POSITION
SENSITIVE X-
RAY DETECTOR
SYSTEM

Expired due
to non-
payment of
maintenance
fee

Note: For Case nos. 4173-102, 103 and 403, the Australian Patent Office allocated publication numbers, however applications were not filed from PCT

Licensed Intellectual Property:

None

Domain name: HyperNex, Inc. owns domains "www.hypernexcinc.com"

Domain name was registered on 10-Dec-1997
Record expires on 09-Dec-2008

Network Solutions user ID: 24080448
Password: rpG0!@pm

There are no claims on this domain name.

Domain name: HyperNex, Inc. owns domains "www.hypemex.com"

Domain name was registered on 05-Nov-2002
Record expires on 04-Nov-2008

Network Solutions user ID: PMORAN@HYPERNEXINC.COM
Password: rpG0!@pm