

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
Applied Precision, LLC		12/18/2007	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Rudolph Technologies, Inc.
Street Address:	One Rudolph Road
City:	Flanders
State/Country:	NEW JERSEY
Postal Code:	07836
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2332280	MICROBURST
Registration Number:	2568361	WAFERWORX
Registration Number:	2732683	PRECISIONWARE
Registration Number:	2797224	PRECISIONWORX ZBA
Registration Number:	2840951	PRECISIONWORX
Registration Number:	3001676	PROBEWORX
Serial Number:	77241124	3D-OCM

CORRESPONDENCE DATA

Fax Number: (858)509-4010
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 858-509-4071
 Email: sdipdocket@pillsburylaw.com
 Correspondent Name: Michelle L. Mehok, Esq.
 Address Line 1: 12255 El Camino Real

CH \$190.00 2332280

Address Line 2: Suite 300
Address Line 4: San Diego, CALIFORNIA 92130

NAME OF SUBMITTER: Michelle L. Mehok

Signature: /michelle mehok/

Date: 02/21/2008

Total Attachments: 5
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United States

TRADEMARK ASSIGNMENT

WHEREAS, Applied Precision Holdings, LLC, a Delaware limited liability company (“Applied Holdings”), and Applied Precision, LLC, a Delaware limited liability company (“Precision LLC”) (Applied Holdings and Precision LLC, collectively, “Applied”), each having an address at 1040 12th Avenue NW, Issaquah, Washington 98027-8929, have entered into an asset purchase agreement (hereby incorporated herein by reference in its entirety and referred to as the “Agreement”) with Rudolph Technologies, Inc., a Delaware corporation, and Mariner Acquisition Company LLC (“Rudolph”), a Delaware limited liability company, each having an address at One Rudolph Road, Flanders, New Jersey 07836, as of the Closing Date under the Agreement (capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms under the Agreement); and

WHEREAS, the effect of the Agreement was to sell, transfer, convey, assign and deliver certain Assets of Applied to Rudolph, wherein such Assets include certain Intellectual Property Rights (as defined in Section 2.14(a) of the Agreement); and,

NOW, THEREFORE, to all whom it may concern, be it known that for and in consideration of good and valuable consideration set forth in the Agreement, the receipt and sufficiency of which is hereby acknowledged, Applied hereby conveys, transfers, assigns, delivers, and contributes to Rudolph all of Applied’s right, title, and interest of whatever kind in and to the trademarks and applications for trademarks listed in Appendix A (the ‘Marks’), together with (1) all of the goodwill of the business relating to the Products in respect upon which the Marks are used and for which they are registered: (2) all income, royalties, and damages hereafter due or payable to Applied with respect to the Marks, including without limitation, damages, and payments for past or future infringements and misappropriations of the Marks: and (3) all rights to sue for past, present and future infringements or misappropriations of the Marks.

AND, furthermore, Applied covenants that it will execute all documents, papers, forms and authorizations and take all other actions that may be necessary for securing , completing, or vesting in ASSIGNEE full right, title, and interest in the Marks and further covenants and agrees with Rudolph, its successors and assigns, that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by it and that full right to convey the same as herein expressed is possessed by it.


AND, furthermore, all of the representations and warranties of Applied under the Agreement relating to or covering the Marks in favor of Rudolph are incorporated by reference herein.

IN TESTIMONY WHEREOF and on behalf of Applied Precision, LLC and Applied Precision Holdings, LLC, the undersigned has hereunto set its hand this 18th day of December, 2007.

APPLIED PRECISION HOLDINGS, LLC


By: 
Ronald C. Seubert
Chief Executive Officer

APPLIED PRECISION, LLC

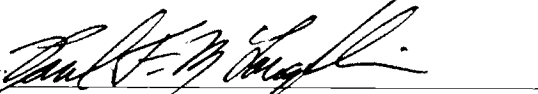
By: 
Ronald C. Seubert
Chief Executive Officer

SIGNED for and on behalf of Rudolph Technologies, Inc. and Mariner Acquisition Company, LLC, confirming acceptance of the assignment.

MARINER ACQUISITION COMPANY LLC

By: 
Paul F. McLaughlin
Chief Executive Officer

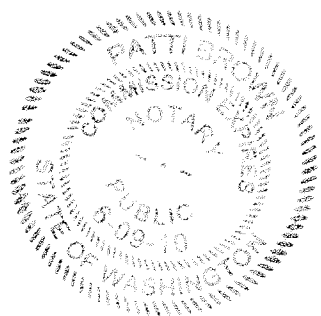
RUDOLPH TECHNOLOGIES, INC.

By: 
Paul F. McLaughlin
Chief Executive Officer

STATE OF WASHINGTON)
COUNTY OF King) ss.

On this 18th day of December, 2007, before me personally appeared Ronald Seubert, to me known and known to me to be the person described in and who executed the foregoing Patent Assignment, and he duly acknowledged to me that he executed the same for the uses and purposes therein set forth. Furthermore, I certify that Applied Precision, LLC and Applied Precision Holdings, LLC are limited liability companies organized under the laws of a Delaware, and that Ronald Seubert, who signed the Patent Assignment is a lawful representative of said limited liability companies and is authorized to execute said Patent Assignment on behalf of said limited liability companies.

[SEAL]



PATTI BROWN
Patti Brown, Notary Public

Appendix A

List of Trademarks

Marks	Country/ Authority	Intl. Class	App. No.	Date Filed	Date Pub'd	Reg. No.	Date Reg.'d
MICROBURST	U.S.	009	75669224	29-Mar-99	28-Dec-1999	2,332,280	1-Jul-03
PRECISIONWORX	Singapore	009	T02/11578J	26-Jul-02		T02/11578J	4-Jul-03
WAFERWORX	CTM	009	2073948	24-Jan-01		2073948	12-Sep-03
WAFERWORX	U.S.	009	76117626	28-Aug-00	19-Jun-2001	2,568,361	23-Dec-03
PRECISIONWARE	U.S.	009	76117957	28-Aug-00	4-Jun-2002	2,732,683	6-Feb-04
PRECISIONWARE	CTM	009	2073880	24-Jan-01		2073880	11-May-04
PRECISIONWORX	Japan	009	2002/39616	15-May-02	10-Nov-2002	4710110	24-Mar-05
PRECISIONWORX ZBA	U.S.	009	76484501	23-Jan-03	30-Sep-2003	2,797,224	27-Sep-05
PRECISIONWORX	CTM	009	2708402	14-May-02		2708402	21-Oct-05

PRECISIONWORX	U.S.	009	76364759	28-Jan-02	11-May-2004	2,840,951	16-Oct-06
PRECISIONWORX	Republic of Korea	009	40-2002-0034673	29-Jul-02		612462	1-Jul-03
PROBEWORX	U.S.	009	78/464,523	09-Aug-04	5-Jul-2005	3001676	4-Jul-03
PROBEWORX	Japan	009	2005-9947	08-Feb-05		4902392	12-Sep-03
PROBEWORX	CTM	009, 037, 042	4277943	03-Feb-05		4277943	23-Dec-03
3D-OCM	US		77241124	27-Jul-07			