

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	01/30/2009		
CONVEYING PARTY DATA			
	Name	Formerly	Execution Date
	Credence Systems Corporation		01/30/2009
RECEIVING PARTY DATA			
Name:	LTX-Credence Corporation		
Street Address:	825 University Avenue		
City:	Norwood		
State/Country:	MASSACHUSETTS		
Postal Code:	02062		
Entity Type:	CORPORATION: MASSACHUSETTS		
PROPERTY NUMBERS Total: 1			
	Property Type	Number	Word Mark
Registration Number:	2152177	CREDENCE	
CORRESPONDENCE DATA			
Fax Number:	(503)620-4407		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	503 806 3734		
Email:	ken@kwartlerlaw.com		
Correspondent Name:	Kenneth M. Kwartler		
Address Line 1:	Three Centerpointe Drive		
Address Line 2:	Suite 260		
Address Line 4:	Lake Oswego, OREGON 97035		
NAME OF SUBMITTER:	Kenneth Kwartler		
Signature:	/Kenneth M. Kwartler/		
Date:	04/11/2010		

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Total Attachments: 4

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AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER, dated as of this 30th day of January 2009, pursuant to Section 253 of the General Corporation Law of the State of Delaware and Sections 11.02, 11.04 and 11.05 of the Massachusetts Business Corporation Act, is entered into between LTX-CREDENCE CORPORATION, a Massachusetts corporation having its principal place of business at 825 University Avenue, Norwood, Massachusetts 02062 (the "Surviving Company"), and CREDENCE SYSTEMS CORPORATION, a Delaware corporation having its principal place of business at 1421 California Circle, Milpitas, California 95035 ("Credence").

WITNESSETH:

WHEREAS, Credence is a corporation duly organized and existing under the laws of the State of Delaware and is authorized to issue 1,000 shares of Common Stock, par value \$0.001 per share, of which 1,000 shares are issued and outstanding as of the date hereof;

WHEREAS, the Surviving Company is a corporation duly organized and existing under the laws of the Commonwealth of Massachusetts and is authorized to issue 400,000,000 shares of Common Stock, par value \$0.05 per share;

WHEREAS, the Surviving Company owns directly all of the issued and outstanding shares of the Common Stock of Credence;

WHEREAS, Credence desires to merge itself with and into the Surviving Company;

WHEREAS, the Surviving Company desires that the Company be merged with and into itself;

WHEREAS, each of the Boards of Directors of Credence and the Surviving Company has adopted votes or resolutions approving this Agreement and Plan of Merger; and

WHEREAS, each of the Boards of Directors of Credence and the Surviving Company has adopted a resolution providing for the merger contemplated herein to be treated as a tax-free reorganization pursuant to Section 368(a) of the Internal Revenue Code of 1986, as amended (the "Code"), or, in the alternative, a tax-free liquidation pursuant to Section 332 of the Code.

NOW THEREFORE, in consideration of the foregoing premises and the undertakings herein contained and for other good valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Merger. At the Effective Time (as defined below), Credence shall be merged with and into the Surviving Company pursuant to Section 11.02 of the Massachusetts Business Corporation Act and the Surviving Company shall survive the merger herein contemplated and shall continue to be governed by the laws of the Commonwealth of Massachusetts. The separate corporate existence of Credence shall cease forthwith upon the Effective Time. The merger of

Credence with and into the Surviving Company shall herein be referred to as the "Merger." The Merger shall have the effects specified in the Massachusetts Business Corporation Act.

2. Merger Filings. The Surviving Company and Credence agree that they will cause to be executed and filed and recorded any document or documents (including, without limitation, Articles of Merger to be executed and filed with the Secretary of the Commonwealth of Massachusetts and a Certificate of Ownership and Merger to be executed and filed with the Secretary of State of the State of Delaware) prescribed by applicable law to effectuate the Merger in accordance therewith.

3. Effective Time. The Merger shall be effective at 5:00 P.M., Massachusetts time, on January 30, 2009. The time of such effectiveness shall herein be referred to as the "Effective Time."

4. Common Stock of Credence. At the Effective Time, by virtue of the Merger and without any action on the part of the holder thereof, each share of Common Stock of Credence issued and outstanding immediately prior thereto shall cease to exist and shall be cancelled and retired without payment of any consideration therefor.

5. Common Stock of the Surviving Company. At the Effective Time, by virtue of the Merger and without any action on the part of the holder thereof, each share of Common Stock of the Surviving Company issued and outstanding immediately prior thereto shall remain issued and outstanding.

6. Succession. At the Effective Time, the Surviving Company shall succeed to all of the rights, privileges, debts, liabilities, powers and property of the Company in the manner of and as more fully set forth in Section 11.07 of the Massachusetts Business Corporation Act. Without limiting the foregoing, upon the Effective Time, all of the estate, property, rights, privileges, powers, franchises, patents, trademarks, licenses, registrations and other assets of every kind and description of Credence shall be transferred to, vested in and devolved upon the Surviving Company without further act or deed and all property, real, personal and mixed, rights, and every other interest of Credence and the Surviving Company, and all the debts due on whatever account to either of them, as well as stock subscriptions and other choses in action belonging to either of them, shall be as effectively the property of the Surviving Company as they were of Credence and the Surviving Company, respectively. All rights of creditors of Credence and all liens upon any property of Credence shall be preserved unimpaired, and all debts, liabilities and duties of Credence, including, without limitation, liabilities for taxes due or to become due and all liabilities and duties of Credence under that certain Indenture, dated as of December 20, 2006, between Credence and The Bank of New York Mellon Trust Company, N.A., as supplemented, and the 3.5% Convertible Senior Subordinated Notes due 2010 of Credence issued thereunder, and any claim or demand in any case existing against Credence shall attach to the Surviving Company and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it.

7. Articles of Organization and By-Laws. The Articles of Organization of the Surviving Company in effect as of the Effective Time shall continue to be the Articles of Organization of the Surviving Company until further amended in accordance with the provisions

thereof and applicable law. The By-Laws of the Surviving Company in effect as of the Effective Time shall continue to be the By-Laws of the Surviving Company until amended in accordance with the provisions thereof and applicable law.

8. Directors and Officers. The directors and officers of the Surviving Company as of the Effective Time shall continue in office until the expiration of their respective terms of office and until their successors have been elected and qualified.

9. Further Assurances. From time to time, as and when required by the Surviving Company or by its successors and assigns, there shall be executed and delivered on behalf of Credence such deeds and other instruments, and there shall be taken or caused to be taken by it such further and other action, as shall be appropriate or necessary in order to vest or perfect in or to confirm of record or otherwise in the Surviving Company the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises and authority of Credence, and otherwise to carry out the purposes of this Agreement and Plan of Merger, and the officers and directors of Credence are fully authorized in the name and on behalf of Credence or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

10. Abandonment. At any time prior to the Effective Time, this Agreement and Plan of Merger may be terminated and the Merger may be abandoned by the Board of Directors of either Credence or the Surviving Company or both.

11. Amendment. This Agreement and Plan of Merger may be amended by the Boards of Directors of Credence and the Surviving Company at any time prior to the Effective Time.

12. Governing Law. This Agreement and Plan of Merger and the legal relations between the parties shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, except to the extent the laws of the State of Delaware are required to apply to the Merger.

13. Counterparts. This Agreement and Plan of Merger may be executed in any number of counterparts, each of which shall be deemed to be an original.

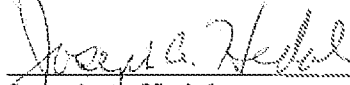
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IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement and Plan of Merger to be executed and attested on its behalf by its officers thereunto duly authorized, all as of the date first above written.

LTX-CREDENCE CORPORATION,
a Massachusetts Corporation

By: 
Name: David G. Tacelli
Title: President and Chief Executive Officer

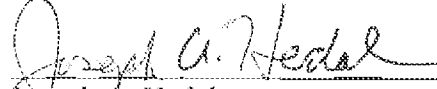
ATTEST:


Joseph A. Hedal
Secretary

CREDENCE SYSTEMS CORPORATION,
a Delaware Corporation

By: 
Name: David G. Tacelli
Title: President

ATTEST:


Joseph A. Hedal
Secretary