

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	MERGER
<b>EFFECTIVE DATE:</b>	03/10/2011

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Lorex Industries Inc.		03/10/2011	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	VEECO Instruments Inc.
<b>Street Address:</b>	1 Terminal Drive
<b>City:</b>	Plainview
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	11803
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Registration Number:	2617639	LOREX
Registration Number:	2638957	LOREX
Registration Number:	2651486	PIEZOCON

**CORRESPONDENCE DATA**

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**ATTORNEY DOCKET NUMBER:** 527.119/121/122

**900208380**

**TRADEMARK  
 REEL: 004669 FRAME: 0901**

**CH \$90.00 2617639**

NAME OF SUBMITTER:	Jay G. Durst
Signature:	/Jay G. Durst/
Date:	12/01/2011
<p><b>Total Attachments: 15</b></p> <p>source=ExecutedAgreementandPlanofMerger#page1.tif source=ExecutedAgreementandPlanofMerger#page2.tif source=ExecutedAgreementandPlanofMerger#page3.tif source=ExecutedAgreementandPlanofMerger#page4.tif source=ExecutedAgreementandPlanofMerger#page5.tif source=ExecutedAgreementandPlanofMerger#page6.tif source=ExecutedAgreementandPlanofMerger#page7.tif source=ExecutedAgreementandPlanofMerger#page8.tif source=ExecutedAgreementandPlanofMerger#page9.tif source=ExecutedAgreementandPlanofMerger#page10.tif source=ExecutedAgreementandPlanofMerger#page11.tif source=ExecutedAgreementandPlanofMerger#page12.tif source=ExecutedAgreementandPlanofMerger#page13.tif source=ExecutedAgreementandPlanofMerger#page14.tif source=ExecutedAgreementandPlanofMerger#page15.tif</p>	

**AGREEMENT AND PLAN OF MERGER**

by and among

**VEECO INSTRUMENTS INC.,**

**LUMENS ACQUISITION CORP.,**

**LOREX INDUSTRIES INC.,**

**THE SIGNIFICANT STOCKHOLDERS**

and

**INDEMNIFICATION REPRESENTATIVE**

Dated as of March 10, 2011

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## AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement") is entered into as of March 10, 2011, by and among (i) Veeco Instruments Inc., a Delaware corporation (the "Buyer"), (ii) Lumens Acquisition Corp., a Delaware corporation and a wholly owned subsidiary of the Buyer (the "Transitory Subsidiary"), (iii) Lorex Industries Inc., a Delaware corporation (the "Company"), (iv) Raymond Logue, Raymond Auyang and Patrick Lee (each a "Significant Stockholder" and collectively, the "Significant Stockholders") and Raymond Auyang in his capacity as Indemnification Representative (the "Indemnification Representative").

WHEREAS, the Boards of Directors of the Buyer and the Company deem it advisable and in the best interests of each corporation and their respective stockholders that the Buyer acquire the Company in order to advance the long-term business interests of the Buyer and the Company;

WHEREAS, the acquisition of the Company shall be effected through a merger (the "Merger") of the Transitory Subsidiary with and into the Company in accordance with the terms of this Agreement and the Delaware General Corporation Law (the "DGCL"), as a result of which the Company shall become a wholly owned subsidiary of the Buyer; and

WHEREAS, the Buyer will pay an aggregate of \$30,000,000, as adjusted pursuant to the terms hereof, in connection with the Merger and the other transactions contemplated by this Agreement, comprised of the following: (i) \$28,000,000, as adjusted pursuant to the terms hereof (the "Merger Consideration"), to be paid in exchange for the acquisition by Buyer and Transitory Subsidiary of all Company Stock outstanding immediately prior to the Effective Time and all outstanding unexpired and unexercised options, warrants or other rights to acquire or receive any Company Stock, whether vested or unvested, if any, and (ii) \$2,000,000 (the "Retention Amount") to be used by the Buyer to fund a retention program for employees of the Company, to be effective as of the Closing.

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants and agreements set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

### ARTICLE I

#### THE MERGER

1.1 Effective Time of the Merger. Subject to the provisions of this Agreement, prior to the Closing, the Buyer and the Company shall prepare, and immediately following the Closing the Surviving Corporation shall cause to be filed with the Secretary of State of the State of Delaware, a certificate of merger (the "Certificate of Merger") in such form as is required by, and executed in accordance with, the relevant provisions of the DGCL and shall make all other filings or recordings required under the DGCL. The Merger shall become effective upon the filing of the Certificate of Merger with the Secretary of State of the State of Delaware or at such later time as is established by the Buyer and the Company and set forth in the Certificate of Merger (the "Effective Time").

1.2 Closing. The closing of the Merger (the "Closing") shall take place at 10:00 a.m., Eastern time, on a date to be specified by the Buyer and the Company (the "Closing Date"), which shall be no later than the second Business Day after satisfaction or waiver of the conditions set forth in Article VII (other than delivery of items to be delivered at the Closing and other than satisfaction of those conditions that by their nature are to be satisfied at the Closing, it being understood that the occurrence of the Closing shall remain subject to the delivery of such items and the satisfaction or waiver of such

Pages 2 – 51 Redacted

11.11 Disclosure Schedules. The Company Disclosure Schedule shall be arranged in Sections corresponding to the numbered Sections contained in Articles III and IV, and the disclosure in any Section shall qualify (a) the corresponding Section in Articles III and IV, and (b) the other Sections in Articles III and IV to the extent that it is readily apparent from a reading of such disclosure that it also qualifies or applies to such other Sections. The inclusion of any information in the Company Disclosure Schedule relating to any possible breach or violation of any agreement, or laws, shall not be deemed to be an admission or acknowledgment, in and of itself, that any such breach or violation exists or has actually occurred.

11.12 Company's Knowledge. For purposes of this Agreement, the term "Company's Knowledge" means the actual knowledge of each of Raymond Auyang, Raymond Logue, Margaret Sullivan, Patrick Lee and Don Sirota, as well as the knowledge that each of such individual would reasonably be expected to have acquired in the good faith performance of his or her respective duties on behalf of the Company, including after due inquiry of their respective direct reports.

11.13 Buyer's Knowledge. For purposes of this Agreement, the term "Buyer's Knowledge" means the actual knowledge of Gregory Robbins, as well as the knowledge that such individual would reasonably be expected to have acquired in the good faith performance of his or her respective duties on behalf of Buyer, including after due inquiry of his or her respective direct reports.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their respective officers thereunto duly authorized as of the date first written above.

VEECO INSTRUMENTS INC.

By: John R. Peeler  
Name: John R. Peeler  
Title: Chief Executive Officer

LUMENS ACQUISITION CORP.

By: John R. Peeler  
Name: John R. Peeler  
Title: President

LOREX INDUSTRIES INC.

By: \_\_\_\_\_  
Name: Raymond Logue  
Title: Chief Executive Officer and President

SIGNIFICANT STOCKHOLDERS

\_\_\_\_\_  
Raymond Auyang

\_\_\_\_\_  
Raymond Logue

\_\_\_\_\_  
Patrick Lee

INDEMNIFICATION REPRESENTATIVE

\_\_\_\_\_  
Name: Raymond Auyang

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their respective officers thereunto duly authorized as of the date first written above.

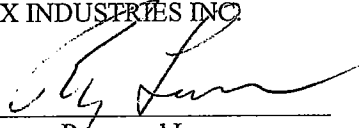
VEECO INSTRUMENTS INC.

By: \_\_\_\_\_  
Name: John R. Peeler  
Title: Chief Executive Officer

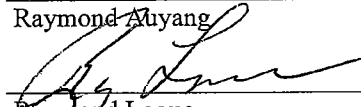
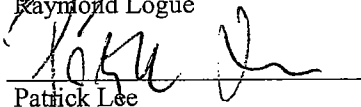
LUMENS ACQUISITION CORP.

By: \_\_\_\_\_  
Name: John R. Peeler  
Title: President

LOREX INDUSTRIES INC

By:  \_\_\_\_\_  
Name: Raymond Logue  
Title: Chief Executive Officer and President

SIGNIFICANT STOCKHOLDERS

\_\_\_\_\_  
Raymond Auyang  
  
\_\_\_\_\_  
Raymond Logue  
  
\_\_\_\_\_  
Patrick Lee

INDEMNIFICATION REPRESENTATIVE

\_\_\_\_\_  
Name: Raymond Auyang

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their respective officers thereunto duly authorized as of the date first written above.

VEECO INSTRUMENTS INC.

By: \_\_\_\_\_  
Name: John R. Peeler  
Title: Chief Executive Officer

LUMENS ACQUISITION CORP.

By: \_\_\_\_\_  
Name: John R. Peeler  
Title: President

LOREX INDUSTRIES INC.

By: \_\_\_\_\_  
Name: Raymond Logue  
Title: Chief Executive Officer and President

SIGNIFICANT STOCKHOLDERS

  
Raymond Auyang

\_\_\_\_\_  
Raymond Logue

\_\_\_\_\_  
Patrick Lee

INDEMNIFICATION REPRESENTATIVE

  
Name: Raymond Auyang

TRADEMARK

REEL: 004669 FRAME: 0915

**Section 3.11 Intellectual Property.**

(a)


Patents:

<u>Title</u>	<u>Jurisdiction and Patent Number</u>	<u>Date Filed / Issued</u>	<u>Description</u>
Apparatus and Methods for Performing Acoustical Measurements	US 6,116,080	Filed: Apr 17, 1998 Issued: Sep 12, 2000	Apparatus and methods for performing precision acoustical measurements in the near-field zone with claims relating to the determination of the properties of a gas or gas mixture.
Apparatus and Methods for Performing Acoustical Measurements	US 6,192,739	Filed: Nov 19, 1999 Issued: Feb 27, 2001	Apparatus and methods for performing precision acoustical measurements with Claims relating to control of the mass transfer rate of one gas in a mixture based on the measured concentration.
Apparatus and Methods for Performing Acoustical Measurements	US 6,199,423	Filed: Nov 19, 1999 Issued: Mar 13, 2001	Apparatus and methods for performing precision acoustical measurements with claims relating to acoustical sensor calibration.
Apparatus and Methods for Performing Acoustical Measurements	US 6,279,379	Filed: Nov 19, 1999 Issued: Aug 28, 2001	Apparatus and methods for performing precision acoustical measurements with Claims relating to digital signal processing methods.
Bubbler for Use in Vapor Generation Systems	US 6,561,498	Filed: Apr 9, 2001 Issued: May 13, 2003	Vapor generation with Claims relating to generating a saturated mixture of a carrier gas and chemical vapor in a minimum volume and at high mass transfer rates.

Trademarks:

<u>Mark</u>	<u>Registration Number</u>	<u>Serial Number</u>	<u>Jurisdiction</u>	<u>Registration Date</u>
LOREX	2617639	76269173	US	September 10, 2002
PIEZOCON	2651486	76276615	US	November 19, 2002



<u>Mark</u>	<u>Registration Number</u>	<u>Serial Number</u>	<u>Jurisdiction</u>	<u>Registration Date</u>
 Lorex	2638957	76288967	US	October 22, 2002

Domain Names:

www.lorex.com  
www.Piezocon.com  
www.vapordelivery.com  
www.Lorex-Piezocon.com

The Company purchases the following search and directory keyword rights through AdWords:

gas delivery systems  
Sublimator  
Dopant Mixing  
CVD deposition rate  
Vapor Delivery  
Precursor Delivery  
thin film deposition techniques  
MOCVD growth  
vapor deposition equipment  
MOCVD precursor  
Dopant Pre-Mix Control  
Silcore Delivery  
Mass Transfer Rate Control  
vapor deposition  
TCS vapor Delivery  
Chemical Vapor Deposition  
MOCVD Precursors  
CP2mg  
CVD precursor  
Mass Transfer Control  
Dopant Solution  
Bubbler  
pvd deposition  
silicon deposition  
chemical vapor deposition equipment  
epitaxial deposition  
chemical vapor deposition silicon  
coating deposition  
epitaxial services