

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Instrument of Assignment, Instrument of Assumption, Contribution Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Luxtron Corporation		12/31/2002	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Luxtron Corporation		
Street Address:	3301 Leonard Court		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	1449416	LUXTRON	
Registration Number:	1451873	FLUOROPTIC	
Registration Number:	1656089	ACCUFIBER	
Serial Number:	75327345	TRUETEMP	
Serial Number:	75644381	TRUETEMP	
Serial Number:	75327712	RIPPLE	
Registration Number:	1682339	OPTIVIEW	
Registration Number:	2373200	OPTIMA 9000	
CORRESPONDENCE DATA			
Fax Number:	7132288778		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(713) 228-8600		
Email:	docketing@oshaliang.com		
Correspondent Name:	Osha Liang LLP		

OP \$215.00 1449416

Address Line 1: 909 Fannin Street, Suite 3500
Address Line 4: Houston, TEXAS 77010

ATTORNEY DOCKET NUMBER:	17677/001001
NAME OF SUBMITTER:	John W. Montgomery
Signature:	/john w. montgomery/
Date:	10/09/2012

Total Attachments: 25
source=17677_001001_assignmentdocs#page1.tif
source=17677_001001_assignmentdocs#page2.tif
source=17677_001001_assignmentdocs#page3.tif
source=17677_001001_assignmentdocs#page4.tif
source=17677_001001_assignmentdocs#page5.tif
source=17677_001001_assignmentdocs#page6.tif
source=17677_001001_assignmentdocs#page7.tif
source=17677_001001_assignmentdocs#page8.tif
source=17677_001001_assignmentdocs#page9.tif
source=17677_001001_assignmentdocs#page10.tif
source=17677_001001_assignmentdocs#page11.tif
source=17677_001001_assignmentdocs#page12.tif
source=17677_001001_assignmentdocs#page13.tif
source=17677_001001_assignmentdocs#page14.tif
source=17677_001001_assignmentdocs#page15.tif
source=17677_001001_assignmentdocs#page16.tif
source=17677_001001_assignmentdocs#page17.tif
source=17677_001001_assignmentdocs#page18.tif
source=17677_001001_assignmentdocs#page19.tif
source=17677_001001_assignmentdocs#page20.tif
source=17677_001001_assignmentdocs#page21.tif
source=17677_001001_assignmentdocs#page22.tif
source=17677_001001_assignmentdocs#page23.tif
source=17677_001001_assignmentdocs#page24.tif
source=17677_001001_assignmentdocs#page25.tif

INSTRUMENT OF ASSIGNMENT

Instrument of Assignment dated December 31, 2002 ("Instrument") by Luxtron Corporation, a California corporation (the "Company"), in favor of Luxtron Corporation, a Delaware corporation ("Newco").

Pursuant to the Contribution Agreement dated as of December 20, 2002 (the "Agreement") between the Company and Newco, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company does hereby contribute, assign, transfer, convey and deliver unto Newco, its successors and assigns, each and all of the Contributed Assets (as such term is defined in the Agreement), intending hereby to convey all of the right, title and interest of the Company therein; provided, however, as to any lease, contract, agreement, permit or other authorization included in the Contributed Assets which cannot be sold, transferred, assigned, conveyed or delivered effectively without the consent of a third party, which consent has not been obtained, this Instrument shall be of no force or effect until such requisite consent is obtained, whereupon this Instrument shall become of full force and effect with respect thereto.

The Company hereby covenants and agrees to and with Newco, its successors and assigns, to do, execute, acknowledge and deliver to, or to cause to be done, executed, acknowledged and delivered to, Newco, its successors and assigns, all such further acts, deeds, assignments, transfers, conveyances, powers of attorney and assurances that may be reasonably requested by Newco for the better selling, assigning, transferring, conveying, delivering, assuring and confirming to Newco, its successors or assigns, any or all of the Contributed Assets.

This Instrument shall be binding upon the successors and assigns of the Company and shall inure to the benefit of the successors and assigns of Newco.

IN WITNESS WHEREOF, the Company has caused this Instrument to be duly executed and delivered as of the date first set forth above.

LUXTRON CORPORATION,
a California corporation

By: _____

HANS O. NILSSON
DIRECTOR

INSTRUMENT OF ASSUMPTION

Instrument of Assumption dated December 31, 2002 ("Instrument") by Luxtron Corporation, a Delaware corporation ("Newco"), in favor of Luxtron Corporation, a California corporation (the "Company").

Pursuant to the Contribution Agreement dated as of December 20, 2002 (the "Agreement") between Newco and the Company and in consideration for the contribution by the Company to Newco of the Contributed Assets (as such term is defined in the Agreement) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Newco hereby assumes and undertakes and agrees to discharge in accordance with the terms thereof each of the Assumed Liabilities (as such term is defined in the Agreement); provided, however, as to any lease, contract, agreement, permit or other authorization included in the Contributed Assets which cannot be contributed, transferred, assigned, conveyed or delivered effectively without the consent of a third party, which consent has not been obtained, this Instrument shall be of no force or effect until such requisite consent is obtained, whereupon this Instrument shall become of full force and effect with respect thereto.

Nothing contained in this Instrument shall require Newco to perform, pay or discharge any obligations assumed hereunder as long as Newco in good faith shall contest the amount or validity thereof. Other than as specifically stated in this Instrument or in the Agreement, Newco assumes no obligations of the Company.

This Instrument shall be binding upon the successors and assigns of Newco and shall inure to the benefit of the successors and assigns of the Company.

IN WITNESS WHEREOF, Newco has caused this Instrument to be duly executed and delivered as of the date first set forth above.

LUXTRON CORPORATION,
a Delaware corporation

By: Edwin M. Oh,
EDWIN M. OH
PRESIDENT

EXECUTED COPY

CONTRIBUTION AGREEMENT

BY AND BETWEEN

LUXTRON CORPORATION
a California corporation

AND

LUXTRON CORPORATION,
a Delaware corporation

Dated as of December 20, 2002

Table of Contents

Page

ARTICLE I
DEFINITIONS

Section 1.1. Definitions.....1

ARTICLE II
CONTRIBUTION

Section 2.1. Contributed Assets.....4
Section 2.2. Excluded Assets.....4
Section 2.3. Assumed Liabilities.....5
Section 2.4. Excluded Liabilities.....5

ARTICLE III
ISSUANCE OF SHARES

Section 3.1. Issuance of Shares.....5

ARTICLE IV
CLOSING

Section 4.1. Closing Date.....6
Section 4.2. Newco's Additional Deliveries.....6
Section 4.3. The Company's Deliveries.....6

ARTICLE V
REPRESENTATIONS AND WARRANTIES OF THE COMPANY

Section 5.1. Organization; Power and Authority.....7
Section 5.2. Authority of the Company; Conflicts.....7

ARTICLE VI
REPRESENTATIONS AND WARRANTIES OF NEWCO

Section 6.1. Organization of Newco.....8
Section 6.2. Authority of Newco; Conflicts.....8

ARTICLE VII
ADDITIONAL AGREEMENTS

Section 7.1. Preserve Accuracy of Representations and Warranties; Notification of
Certain Matters.....9
Section 7.2. Use of Names.....9

Section 7.3. Tax Matters.....	9
Section 7.4. Employee Matters.....	11
Section 7.5. Insurance; Risk of Loss.....	12
Section 7.6. Change in Corporate Name.....	12
Section 7.7. Non-Assignment.....	12
Section 7.8. Further Assurances.....	13
Section 7.9. Release of the Company.....	13
Section 7.10. Repayment of the Working Capital Loan.....	14

ARTICLE VIII
CONDITIONS PRECEDENT TO OBLIGATIONS OF NEWCO

Section 8.1. No Misrepresentation or Breach of Covenants and Warranties.....	14
--	----

ARTICLE IX
CONDITIONS PRECEDENT TO OBLIGATIONS OF THE COMPANY

Section 9.1. No Misrepresentation or Breach of Covenants and Warranties.....	14
--	----

ARTICLE X
TERMINATION

Section 10.1. Termination.....	15
Section 10.2. Notice of Termination.....	15
Section 10.3. Effect of Termination.....	15

ARTICLE XI
GENERAL PROVISIONS

Section 11.1. Non-survival of Representations and Warranties.....	15
Section 11.2. Governing Law.....	15
Section 11.3. No Public Announcement.....	16
Section 11.4. Notices.....	16
Section 11.5. Successors and Assigns.....	17
Section 11.6. Access to Records after Closing.....	17
Section 11.7. Entire Agreement; Amendments.....	17
Section 11.8. Interpretation.....	18
Section 11.9. Waivers.....	18
Section 11.10. Expenses.....	18
Section 11.11. Partial Invalidity.....	18
Section 11.12. Execution in Counterparts.....	18
Section 11.13. Waiver of Jury Trial.....	18

CONTRIBUTION AGREEMENT

CONTRIBUTION AGREEMENT (the "Agreement"), dated as of December 20, 2002, by and between Luxtron Corporation, a California corporation (the "Company") and wholly owned subsidiary of Spectris Inc., a Delaware corporation ("Parent"), on the one hand, and Luxtron Corporation, a Delaware corporation ("Newco"), on the other hand.

PRELIMINARY STATEMENT:

WHEREAS, the Company is in the business of; among other things, designing, manufacturing, marketing and selling in-situ optical thermometry and metrology solutions for semiconductor manufacturing processes and other thermometry applications (the "Business");

WHEREAS, the Company desires to contribute to Newco, on a going concern basis, substantially all of the assets, properties and business of the Business in exchange for [REDACTED] validly issued, fully paid and non-assessable shares of preferred stock, par value \$.01 per share (the "Preferred Shares"), and [REDACTED] validly issued, fully paid and non-assessable shares of common stock, par value \$.01 per share (the "Common Shares" and, together with the Preferred Shares, the "Shares") of Newco, all on the terms and subject to the conditions set forth herein;

WHEREAS, simultaneous with the Closing, Newco will issue to members of the Business' management (the "Management Shareholders"), [REDACTED] Common Shares pursuant to the Subscription Agreement; and

WHEREAS, for federal income tax purposes, it is intended that the transactions contemplated hereby shall constitute a taxable transaction within the meaning of Section 1001 of the Internal Revenue Code of 1986, as amended (the "Code").

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, it is hereby agreed among the parties hereto as follows:

ARTICLE I

DEFINITIONS

Section 1.1. Definitions. In this Agreement, the following terms have the meanings specified or referred to in this Section 1.1 and shall be equally applicable to both the singular and plural forms. Any agreement referred to below shall mean such agreement as amended, supplemented and modified from time to time to the extent permitted by the applicable provisions thereof and by this Agreement.

"Administaff" means Administaff Companies, Inc., a Delaware corporation.

“Administaff Assignment and Assumption Agreement” means the Administaff Assignment and Assumption Agreement between the Company, Newco and Administaff, substantially in form of Exhibit A to this Agreement.

“Affiliate” means, with respect to any Person, any other Person that directly or indirectly controls, is controlled by or is under common control with such Person, provided, however, that Newco shall not be an “Affiliate” of the Company.

“Agreement” has the meaning specified in the first paragraph.

“Amended and Restated Certificate of Incorporation” means the Amended and Restated Certificate of Incorporation of Newco, substantially in form of Exhibit B to this Agreement.

“Assumed Liabilities” has the meaning specified in Section 2.3.

“Business” has the meaning specified in the first recital of this Agreement.

“Closing” means the closing of the sale and purchase of the Contributed Assets contemplated by this Agreement.

“Closing Date” has the meaning specified in Section 4.1.

“Code” has the meaning specified in the fourth recital of this Agreement.

“Common Shares” has the meaning specified in the second recital of this Agreement.

“Company” has the meaning specified in the first paragraph of this Agreement.

“Contributed Assets” has the meaning specified in Section 2.1.

“Court Order” means any judgment, order, award or decree of any foreign, federal, state, local or other court, Governmental Body or tribunal and any award in any arbitration proceeding.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended.

“Excluded Assets” has the meaning specified in Section 2.2.

“Excluded Liabilities” has the meaning specified in Section 2.4.

“Governmental Body” means any foreign, federal, state, local or other governmental authority or regulatory body.

“Instrument of Assignment” means the Instrument of Assignment, substantially in the form of Exhibit C to this Agreement.

“Instrument of Assumption” means the Instrument of Assumption Agreement, substantially in the form of Exhibit D to this Agreement.

“Knowledge of the Company” means, as to a particular matter, the current actual knowledge of Paul V. Boughton.

“Management Shareholders” has the meaning specified in the third recital of this Agreement.

“Material Adverse Effect” means a material adverse effect on the assets, results of operations or financial condition of the Business, other than changes relating to generally applicable economic conditions or the Business’ industry in general.

“Newco” has the meaning specified in the first paragraph of this Agreement.

“Parent” has the meaning specified in the first paragraph of this Agreement.

“Pension Plan” means any pension plan, as defined in Section 3(2) of ERISA, applied without regard to the exceptions from coverage contained in Sections 4(b)(4) or 4(b)(5) thereof.

“Person” means any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization or Governmental Body.

“Preferred Shares” has the meaning specified in the second recital of this Agreement.

“Requirements of Law” means any foreign, federal, state and local laws, statutes, regulations, rules, codes or ordinances enacted, adopted, issued or promulgated by any Governmental Body.

“Shares” has the meaning specified in the second recital of this Agreement.

“Stockholders Agreement” means the Stockholders Agreement among Newco, the Management Shareholders and the Company, substantially in the form of Exhibit E to this Agreement.

“Straddle Period” means any taxable year or period beginning before and ending after the Closing Date.

“Subscription Agreement” means the Subscription Agreement among Newco, the Company and each of the Management Shareholders, substantially in the form of Exhibit F to this Agreement.

“Tax” (and, with correlative meaning, “Taxes”) means any federal, state, local or foreign income, gross receipts, property, sales, use, license, excise, franchise, employment, payroll, withholding, alternative or add-on minimum, ad valorem, value added, transfer or excise tax, or

any other tax, custom, duty, governmental fee or other like assessment or charge of any kind whatsoever, together with any interest or penalty, imposed by any governmental authority.

“Tax Return” means any return, report or similar statement required to be filed with respect to any Tax (including any attached schedules), including, without limitation, any information return, claim for refund, amended return or declaration of estimated Tax.

“Transferred Employees” has the meaning specified in Section 7.4.

“Welfare Plan” means any welfare plan, as defined in Section 3(1) of ERISA, applied without regard to the exceptions from coverage contained in Sections 4(b)(4) or 4(b)(5) thereof.

“Working Capital Loan” has the meaning specified in Section 7.10.

ARTICLE II

CONTRIBUTION

Section 2.1. Contributed Assets. Subject to the terms and conditions of this Agreement, the Company hereby contributes, conveys, assigns, transfers and delivers to Newco, and Newco hereby accepts, assumes and acquires from the Company, all of the Company’s right, title and interest in and to all of the assets used in, or held for use in or which relate to, in whole or part, the Business, excluding the Excluded Assets (the “Contributed Assets”), including, without limitation, the following assets as they exist on the Closing Date:

(a) all books and records of the Company and Parent to the extent relating to the assets, properties, business and operations of the Business, including the Contributed Assets (provided that the Company may retain and use copies of the foregoing to the extent that the foregoing relates to any Excluded Asset or Excluded Liability); and

(b) the name “Luxtron” or any related or similar trade names, trademarks, service marks or logos to the extent the same incorporate the name “Luxtron” or any variation thereof.

Section 2.2. Excluded Assets. Notwithstanding the provisions of Section 2.1, the Contributed Assets shall not include the following (herein referred to as the “Excluded Assets”):

(a) all cash, bank deposits and cash equivalents (it being understood among the parties that notwithstanding this Section 2.2(a), the Company shall make a Working Capital Loan to Newco pursuant to Section 7.10);

(b) the Company’s rights, claims or causes of action against third parties relating to the Excluded Assets or the Excluded Liabilities;

(c) all corporate minute books, stock transfer books and the corporate seal of the Company;

(d) all employee benefit agreements, plans or arrangements maintained by the Company or any of its Affiliates for the benefit of the persons employed by the Company; and

(e) all refunds of any Tax for which the Company is liable pursuant to Section 7.2.

Section 2.3. Assumed Liabilities. Newco hereby assumes and agrees to discharge and be liable for all of obligations and liabilities of the Company with respect to the Business (collectively, the "Assumed Liabilities"), including, without limitation, the following liabilities:

(a) all liabilities in respect of Taxes for which Newco is liable pursuant to Section 7.3; and

(b) all liabilities with respect to Transferred Employees who are employed by Newco on or after the Closing Date.

Section 2.4. Excluded Liabilities. Notwithstanding anything contrary in Section 2.3, none of the following shall be Assumed Liabilities for purposes of this Agreement (all such liabilities and obligations not being assumed being herein called the "Excluded Liabilities"):

(a) obligations and liabilities of the Company in respect of any Excluded Assets;

(b) all liabilities in respect of Taxes for which the Company is liable pursuant to Section 7.3;

(c) except as provided in Section 7.4, liabilities of the Company's employee benefit arrangements and plans maintained or contributed to by the Company;

(d) any intercompany payables and other liabilities under intercompany agreements or arrangements between the Company and its Affiliates;

(e) the obligation to pay up to \$ [REDACTED] to Larry Lu pursuant to the Sale and Purchase Agreement dated as of January 31, 2000; or

(f) any costs and expenses incurred by the Company incident to its negotiation and preparation of this Agreement and its performance and compliance with the agreements and conditions contained herein.

ARTICLE III

ISSUANCE OF SHARES

Section 3.1. Issuance of Shares. Upon the terms and conditions of this Agreement and the Subscription Agreement, Newco hereby issues and delivers the Shares to the Company and the Management Shareholders simultaneously with the Closing.

ARTICLE IV

CLOSING

Section 4.1. Closing Date. The Closing is being consummated on December 31, 2002, or such other date as may be agreed upon by the Company and Newco, at the offices of Sidley Austin Brown & Wood, Bank One Plaza, Chicago, Illinois. The time and date on which the Closing is held is referred to herein as the "Closing Date."

Section 4.2. Newco's Additional Deliveries. At Closing Newco shall deliver to the Company all of the following:

- (a) the Instrument of Assumption, duly executed by Newco;
- (b) the Subscription Agreement, duly executed by each Management Shareholder;
- (c) the Stockholders Agreement, duly executed by Newco and each Management Shareholder;
- (d) the Administaff Assignment and Assumption Agreement, duly executed by Newco and Administaff; and
- (e) a certified copy of the Amended and Restated Certificate of Incorporation, duly filed with the Secretary of State of the State of Delaware.

Section 4.3. The Company's Deliveries. At Closing the Company shall deliver to Newco all of the following:

- (a) the Instrument of Assignment, duly executed by the Company;
- (b) the Stockholders Agreement, duly executed by the Company;
- (c) the Administaff Assignment and Assumption Agreement, duly executed by the Company; and ..
- (d) such other bills of sale, assignments and other instruments of transfer or conveyance as Newco shall reasonably request or as may be otherwise necessary to evidence and effect the sale, assignment, transfer, conveyance and delivery of the Contributed Assets to Newco.

ARTICLE V

REPRESENTATIONS AND WARRANTIES OF THE COMPANY

As an inducement to Newco to enter into this Agreement and to consummate the transactions contemplated hereby, the Company represents and warrants to Newco as follows:

Section 5.1. Organization; Power and Authority. The Company is a corporation duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation. The Company has the corporate power and corporate authority to own or lease and operate its assets and to carry on the Business in the manner that it was conducted immediately prior to the date of this Agreement.

Section 5.2. Authority of the Company; Conflicts. (a) The Company has the corporate power and corporate authority to execute, deliver and perform this Agreement. The execution, delivery and performance of this Agreement by the Company have been duly authorized and approved by the Company and do not require any further authorization or consent of the Company. This Agreement has been duly authorized, executed and delivered by the Company and (assuming the valid authorization, execution and delivery of this Agreement by Newco) is the legal, valid and binding obligation of the Company enforceable in accordance with its terms, subject to bankruptcy, insolvency, reorganization, moratorium and similar laws of general application relating to or affecting creditors' rights and to general equity principles.

(b) Neither the execution and delivery of this Agreement by the Company nor the consummation by the Company of any of the transactions contemplated hereby will:

(i) result in a breach of the terms, conditions or provisions of, or constitute a default, an event of default or an event creating rights of acceleration, termination or cancellation or a loss of rights under, or result in the creation or imposition of any encumbrance upon any of the Contributed Assets under, (1) the charter or by-laws of the Company, (2) to the Knowledge of the Company, (x) any note, instrument, mortgage, lease, franchise or financial obligation to which the Company is a party or by which the Company or any Contributed Asset is bound, (y) any Court Order to which the Company is a party or by which the Company or any Contributed Asset is bound or (z) any Requirements of Law affecting the Company or any Contributed Asset, other than, in the case of clause (2) above, any such breaches, defaults, rights, loss of rights or encumbrances that, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect, or

(ii) require the approval, consent, authorization or act of, or the making by the Company of any declaration, filing or registration with, any Governmental Body.

NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH IN THIS AGREEMENT OR ANY OTHER AGREEMENT, INSTRUMENT OR DOCUMENT EXECUTED PURSUANT TO THIS AGREEMENT, EXCEPT AS EXPLICITLY SET FORTH ELSEWHERE IN THIS ARTICLE V, THE ASSETS ARE BEING

CONTRIBUTED "AS IS", AND THE COMPANY MAKES NO, AND HEREBY DISCLAIMS AND EXCLUDES ANY, EXPRESS, ORAL OR IMPLIED REPRESENTATION OR WARRANTY (INCLUDING ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY OF FITNESS FOR A PARTICULAR PURPOSE) WHATSOEVER, WHETHER WITH RESPECT TO THE CONTRIBUTED ASSETS, THE COMPANY OR ITS BUSINESS, OR OTHERWISE. Notwithstanding anything to the contrary contained herein, any matter which is known by Newco, or any breach of a representation or warranty or a threat of such breach of which Newco has knowledge, shall not constitute a breach of any representation or warranty of the Company herein. Except as expressly provided in Section 5.2(b), the Company is not, in this Agreement or in any other agreement or document contemplated by this Agreement, representing or warranting that the obtaining of the consents or approvals, the execution and delivery of any amendatory agreements and the making of the filings and applications contemplated by this Agreement shall satisfy the provisions of all applicable agreements or the requirements of all applicable laws or judgments and, subject to Sections 7.7 and 7.8, Newco shall bear the economic and legal risk that any necessary consents or approvals are not obtained or that any requirements of law or judgments are not complied with.

ARTICLE VI

REPRESENTATIONS AND WARRANTIES OF NEWCO

As an inducement to the Company to enter into this Agreement and to consummate the transactions contemplated hereby, Newco hereby represents and warrants to the Company as follows:

Section 6.1. Organization of Newco. Newco is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware. Newco has the corporate power and corporate authority to own or lease and operate its assets and to carry on its businesses in the manner that they were conducted immediately prior to the date of this Agreement.

Section 6.2. Authority of Newco; Conflicts. (a) Newco has the corporate power and corporate authority to execute, deliver and perform this Agreement. The execution, delivery and performance of this Agreement by Newco have been duly authorized and approved by Newco and do not require any further authorization or consent of Newco. This Agreement has been duly authorized, executed and delivered by Newco and (assuming the valid authorization, execution and delivery of this Agreement by the Company) is the legal, valid and binding agreement of Newco enforceable in accordance with its terms, subject to bankruptcy, insolvency, reorganization, moratorium and similar laws of general application relating to or affecting creditors' rights and to general equity principles.

(b) Neither the execution and delivery of this Agreement by Newco or the consummation by Newco of any of the transactions contemplated hereby will:

(i) result in a breach of the terms, conditions or provisions of, or constitute a default, an event of default or an event creating rights of acceleration, termination or cancellation or a loss of rights under (1) the Certificate of Incorporation or By-laws of Newco, (2) any note, instrument, mortgage, lease, franchise or financial obligation to which Newco is a party or any of its properties is subject or by which Newco is bound, (3) any Court Order to which Newco is a party or by which it is bound or (4) any Requirements of Law affecting Newco, other than, in the case of clauses (2), (3) and (4) above, any such breaches, defaults, rights or loss of rights that, individually or in the aggregate, would not materially impair the ability of Newco to perform its obligations hereunder or prevent the consummation of any of the transactions contemplated hereby, or

(ii) require the approval, consent, authorization or act of, or the making by Newco of any declaration, filing or registration with, any Governmental Body.

ARTICLE VII

ADDITIONAL AGREEMENTS

Section 7.1. Preserve Accuracy of Representations and Warranties; Notification of Certain Matters. Each party hereto shall refrain from taking any action which would render any representation or warranty contained in Article V or VI inaccurate as of the Closing Date. Each party shall promptly notify the other of any action, suit or proceeding that shall be instituted or threatened against such party to restrain, prohibit or otherwise challenge the legality of any transaction contemplated by this Agreement.

Section 7.2. Use of Names. Parent is not conveying ownership rights or granting Newco a license to use any of the trade names or trademarks of Parent or any Affiliate of Parent included in the Excluded Assets, and, after the Closing, Newco shall not, and shall not permit its Affiliates, to use in any manner any such names or marks or any word that is similar in sound or appearance to such names or marks. Parent will use reasonable best efforts to notify Newco of any violation of this Section 7.2. In the event that Newco or any Affiliate of Newco violates any of its obligations under this Section 7.2, Parent and its Affiliates may proceed against it in law or in equity for such damages or other relief as a court may deem appropriate. Newco acknowledges that a violation of this Section 7.2 may cause Parent and its Affiliates irreparable harm which may not be adequately compensated for by money damages. Newco therefore agrees that in the event of any actual or threatened violation of this Section 7.2, Parent and any of its Affiliates shall be entitled, in addition to other remedies that they may have, to a temporary restraining order and to preliminary and final injunctive relief against Newco or such Affiliate of Newco to prevent any violations of this Section 7.2, without the necessity of proving actual damages or posting a bond.

Section 7.3. Tax Matters. (a) The Company shall be liable for and shall pay all Taxes (whether assessed or unassessed) applicable to the Business, the Contributed Assets and the Assumed Liabilities, in each case attributable to taxable years or periods ending on or prior to the

Closing Date and, with respect to any Straddle Period, the portion of such Straddle Period ending on and including the Closing Date; provided, however, that the Company shall not be liable for any Taxes that have been reserved for, or should have been reserved for in accordance with generally accepted accounting principles, as of the Closing. Newco shall be liable for and shall pay all Taxes (whether assessed or unassessed) applicable to the Business, the Contributed Assets and the Assumed Liabilities that are attributable to taxable years or periods beginning after the Closing Date and, with respect to any Straddle Period, the portion of such Straddle Period beginning after the Closing Date; and Taxes that have been reserved for, or should have been reserved for in accordance with generally accepted accounting principles, as of the Closing. For purposes of this Section 7.3, any Straddle Period shall be treated on a "closing of the books" basis as two partial periods, one ending at the close of the Closing Date and the other beginning on the day after the Closing Date, except that Taxes (such as property Taxes) imposed on a periodic basis shall be allocated on a daily basis.

(b) Notwithstanding Section 7.3(a), any sales Tax, use Tax, real property transfer or gains Tax, documentary stamp Tax or similar Tax attributable to the sale or transfer of the Business, the Contributed Assets or the Assumed Liabilities shall be paid by the Company. Newco agrees to timely sign and deliver such certificates or forms as may be necessary or appropriate to establish an exemption from (or otherwise reduce), or file Tax Returns with respect to, such Taxes.

(c) The Company or Newco, as the case may be, shall provide reimbursement for any Tax paid by one party all or a portion of which is the responsibility of the other party in accordance with the terms of this Section 7.3. Within a reasonable time prior to the payment of any said Tax, the party paying such Tax shall give notice to the other party of the Tax payable and the portion which is the liability of each party, although failure to do so will not relieve the other party from its liability hereunder.

(d) After the Closing Date, each of the Company and Newco shall (and shall cause their respective Affiliates to):

(i) assist the party in preparing any Tax Returns which such other party is responsible for preparing and filing;

(ii) cooperate fully in preparing for any audits of, or disputes with taxing authorities regarding, any Tax Returns of the Business or the Contributed Assets;

(iii) make available to the other and to any taxing authority as reasonably requested all information, records, and documents relating to Taxes of the Business or the Contributed Assets;

(iv) provide timely notice to the other in writing of any pending or threatened Tax audits or assessments relating to Taxes of the Business or the Contributed Assets for taxable periods for which the other may have a liability under this Section 7.3; and

(v) furnish the other with copies of all correspondence received from any taxing authority in connection with any Tax audit or information request with respect to any such taxable period.

Section 7.4. Employee Matters. (a) Prior to the Closing Date Newco shall offer employment, effective subject to and as of the Closing, to all of the employees of the Business. The Company agrees to cause the release from their employment of the employees who accept employment with Newco (the "Transferred Employees") to enable such employees to commence their employment with Newco. Each Transferred Employee shall be employed by Newco on terms, including compensation and benefits, as Newco shall determine, but in any event, at a level not less than such Transferred Employee's compensation and benefits in effect on the Closing Date. Effective on the Closing Date, each of the Transferred Employees shall be deemed to have terminated employment with the Company and its Affiliates for all purposes.

(b) Commencing on the Closing Date, Transferred Employees shall be eligible for employee benefits substantially similar to those provided by the Company as of the Closing. Newco shall credit Transferred Employees for their length of service with the Company for all employment and benefit purposes, including for purposes of eligibility, vesting, and any pre-existing condition limitations under Newco's Pension and Welfare Plans. Newco shall credit Transferred Employees with any amounts paid under the Welfare Plans available to employees of the Business prior to the Closing Date toward satisfaction of applicable deductibles or out-of-pocket maximums under the corresponding Welfare Plans of Newco.

(c) Effective as of the Closing Date, the accrued, unused vacation and sick days of the Transferring Employees shall be transferred to and assumed by Newco, and Newco shall recognize and provide all such unused vacation and sick pay.

(d) Newco shall assume the incentive and commission programs for Transferring Employees in existence as of the Closing Date and pay to the Transferring Employees the incentives and commissions they have accrued under such programs at the end of the applicable determination period that includes the Closing Date, or earlier if so determined by Newco.

(e) On and after the Closing Date, Newco shall have the liability and obligation for, and neither the Company nor any of its Affiliates shall have any liability or obligation for, short-term disability, sick pay or salary continuation benefits for Transferred Employees.

(f) Newco shall be responsible for all liabilities or obligations under the Worker Adjustment and Retraining Notification Act and similar state and local rules, statutes and ordinances resulting from the Closing or from Newco's actions following the Closing.

(g) Newco shall have the obligation and liability for any workers' compensation or similar workers' protection claims of any Transferred Employee incurred on or after the Closing Date.

(h) No Transferred Employee or other current or former employee of the Company including any beneficiary or dependent thereof, or any other person not a party to this Agreement, shall be entitled to assert any claim hereunder.

Section 7.5. Insurance; Risk of Loss. Newco shall become solely responsible for all insurance coverage and related risk of loss based on events occurring after the Closing Date with respect to the Business, assets and current or former employees. To the extent that after the Closing any party hereto reasonably requires any information regarding claim data, payroll or other information in order to make filing with insurance carriers or self insurance regulators from another party hereto, the other party will promptly supply such information.

Section 7.6. Change in Corporate Name. The Company agrees promptly after the Closing Date to either dissolve or change its corporate name to a name that does not include the word "Luxtron" or any variation thereof.

Section 7.7. Non-Assignment. (a) In the event and to the extent that the Company is unable to obtain any consent, approval, amendment, filing or application required to transfer, convey or assign any Contributed Asset or other right that would otherwise be transferred to Newco as contemplated by this Agreement or any other agreement or document contemplated hereby, including, without limitation, the receipt of any necessary approvals from applicable Governmental Body, (i) the Company shall continue to hold and, to the extent required by the terms applicable to such Contributed Asset, operate such Contributed Asset in the case of real or personal property, or to be bound thereby in the case of contracts, leases, licenses or other rights relating to the Contributed Assets, and (ii) unless not permitted by the terms thereof, by law or because of the failure to obtain any necessary approval from applicable Governmental Bodies, Newco shall pay, perform and discharge fully, promptly when due, all the obligations of the Company thereunder from and after the date hereof, and Newco shall indemnify, defend and hold harmless the Company for all losses arising out of such performance by Newco. The Company shall, without further consideration therefor, pay and remit to Newco promptly all monies, rights and other consideration received in respect of such performance.

(b) The Company shall exercise or exploit its rights and options under all such Contributed Assets referred to in this Section 7.7 only as reasonably directed by Newco and at Newco's expense. If and when any such consent shall be obtained or such contract, lease, license or other right shall otherwise become assignable or able to be novated, the Company shall promptly assign and novate (to the extent permissible) all their rights and obligations thereunder to Newco without payment of further consideration, and Newco shall, without the payment of any further consideration therefor, assume such rights and obligations. To the extent that the assignment of any contract, lease, license or other right (or the proceeds thereof) pursuant to this Section 7.7 is prohibited by law, the assignment provisions of this Section 7.7 shall operate to create a subcontract with Newco to perform each relevant unassignable contract of the Company at a subcontract price equal to the monies, rights and other consideration received by the Company with respect to the performance by Newco under such subcontract.

Section 7.8. Further Assurances. (a) In addition to the actions specifically provided for elsewhere in this Agreement, each of the parties shall use its reasonable efforts to take, or cause to be taken, all actions, and to do, or cause to be done, all things reasonably necessary, proper or advisable under applicable laws, regulations and agreements to consummate and make effective the transactions contemplated by this Agreement and the other agreements and documents contemplated hereby. Without limiting the foregoing, each party shall cooperate with the other parties, and execute and deliver, or use reasonable efforts to cause to be executed and delivered, all instruments, including instruments of conveyance, assignment and transfer, and to make all filings with, and to obtain all consents, approvals or authorizations of, any governmental or regulatory authority or any other Person under any permit, license, contract or other instrument, and to take all such other actions as such party may reasonably be requested to take by the other parties from time to time, consistent with the terms of this Agreement, in order to vest in Newco all of the title and ownership interest of the Company to all of the Contributed Assets, to put Newco in actual possession and operating control thereof and to permit Newco to exercise all rights with respect thereto held by the transferor (including, without limitation, rights with respect to Contributed Assets as to which the consent of any third party to the transfer thereof shall not have previously been obtained) and to effectuate the provisions and purposes of this Agreement and the other agreements and documents contemplated hereby.

(b) All conveyances, assignments, transfers and contributions of assets occurring after the date hereof pursuant to this Section 7.8 shall be governed by the terms of this Agreement. In furtherance of the foregoing, any asset transferred pursuant to this Section 7.8 to Newco shall be deemed a Contributed Asset for purposes of this Agreement and, unless the parties otherwise agree, shall be made without additional consideration other than the assumption of related liabilities by the transferee.

(c) Whether or not all of the Contributed Assets shall have been legally transferred to, or assumed by, Newco as of the date hereof, the parties agree that as between the Company and Newco, as of the date hereof, Newco shall have, and shall be deemed to have acquired, complete and sole beneficial ownership over all of the Contributed Assets, except as described in Section 7.8 with respect to Contributed Assets which are non-assignable, together with all of the Company's rights, powers and privileges incident thereto.

Section 7.9. Release of the Company. It is expressly understood and agreed by the parties hereto that upon the assumption by Newco of the Assumed Liabilities, the Company and its Affiliates shall be released by Newco from any and all liability, whether joint, several or joint and several, for the discharge, performance or observance of any of the Assumed Liabilities. Each party, at the request of any other party, shall use its reasonable best efforts to obtain, or to cause to be obtained, any consent, substitution, approval or amendment required to novate (including with respect to any government contract) or assign all obligations under agreements, leases, licenses and other obligations or liabilities of any nature whatsoever that constituted Assumed Liabilities, or to obtain in writing the unconditional release of all parties to such arrangements other than Newco, so that, in any case, Newco will be solely responsible for such liabilities; provided, however, that no party shall be obligated to pay any consideration therefor

to any third party from whom such consents, approvals, substitutions and amendments are requested.

Section 7.10. Repayment of the Working Capital Loan. The Company and Newco hereby agree that the Company shall maintain a balance of [REDACTED] in its bank account with Union Bank of California on the Closing Date and transfer such account to Newco as a working capital loan (the "Working Capital Loan"). Newco shall repay the Working Capital Loan within 90 days after the Closing Date. In the event that Newco fails to repay the Working Capital Loan in full within 90 days after the Closing Date, 18% interest or such lesser amount as permitted under applicable law will accrue thereafter, compounded daily, on any unpaid amount of the Working Capital Loan.

ARTICLE VIII

CONDITIONS PRECEDENT TO OBLIGATIONS OF NEWCO

The obligations of Newco under this Agreement shall, at the option of Newco, be subject to the satisfaction, on or prior to the Closing Date, of the following condition:

Section 8.1. No Misrepresentation or Breach of Covenants and Warranties. There shall have been no material breach by Newco in the performance of any of its covenants and agreements herein; and each of the representations and warranties of Newco contained or referred to herein shall be true and correct on the Closing Date as though made on the Closing Date, except for changes therein specifically permitted by this Agreement or resulting from any transaction expressly consented to in writing by Newco or any transaction contemplated by this Agreement.

ARTICLE IX

CONDITIONS PRECEDENT TO OBLIGATIONS OF THE COMPANY

The obligations of the Company under this Agreement shall, at the option of the Company, be subject to the satisfaction, on or prior to the Closing Date, of the following condition:

Section 9.1. No Misrepresentation or Breach of Covenants and Warranties. There shall have been no material breach by Newco in the performance of any of its covenants and agreements herein; and each of the representations and warranties of Newco contained or referred to in this Agreement shall be true and correct on the Closing Date as though made on the Closing Date, except for changes therein specifically permitted by this Agreement or resulting from any transaction expressly consented to in writing by the Company or any transaction contemplated by this Agreement.

ARTICLE X

TERMINATION

Section 10.1. Termination. Anything contained in this Agreement to the contrary notwithstanding, this Agreement may be terminated at any time prior to the Closing Date:

- (a) by the mutual consent of the Company and Newco;
- (b) by the Company or Newco if the Closing shall not have occurred on or before January 31, 2003 (or such later date as may be mutually agreed to by the Company and Newco);
- (c) by Newco in the event of any material breach by the Company of any of the Company's agreements, representations or warranties contained herein and the failure of the Company to cure such breach within seven days after receipt of notice from Newco requesting such breach to be cured; or
- (d) by the Company in the event of any material breach by Newco of any of Newco's agreements, representations or warranties contained herein and the failure of Newco to cure such breach within seven days after receipt of notice from the Company requesting such breach to be cured.

Section 10.2. Notice of Termination. Any party desiring to terminate this Agreement pursuant to Section 10.1 shall give notice of such termination to the other party to this Agreement.

Section 10.3. Effect of Termination. If this Agreement is terminated pursuant to this Article X, all further obligations of the parties under this Agreement (other than Sections 11.10) shall be terminated without further liability of any party to the other, provided that nothing herein shall relieve any party from liability for its willful breach of this Agreement.

ARTICLE XI

GENERAL PROVISIONS

Section 11.1. Non-survival of Representations and Warranties. All representations and warranties contained in this Agreement shall terminate upon the consummation of the transactions contemplated by this Agreement.

Section 11.2. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws (as opposed to the conflicts of law provisions) of the State of California.

Section 11.3. No Public Announcement. Neither the Company nor Newco shall, without the approval of the other, make any press release or other public announcement concerning the transactions contemplated by this Agreement, except as and to the extent that any such party shall be so obligated by law, in which case the other party shall be advised and the parties shall use their reasonable efforts to cause a mutually agreeable release or announcement to be issued; provided, however, that the foregoing shall not preclude communications or disclosures necessary to implement the provisions of this Agreement or to comply with the accounting and the Securities and Exchange Commission disclosure obligations or the rules of any stock exchange.

Section 11.4. Notices. All notices or other communications required or permitted hereunder shall be in writing and shall be deemed given or delivered when delivered personally or when sent by registered or certified mail or by private courier addressed as follows:

If to Newco, to:

Luxtron Corporation
3033 Scott Boulevard
Santa Clara, CA 95054
Attention: Secretary

with a copy to:

Pahl & Gosselin
160 West Santa Clara Street
Fourteenth Floor
San Jose, CA 95113-1700
Attention: Fenn C. Horton III

If to the Company, to:

Spectris Inc.
Station Road
Egham, Surrey
TW20 9NP
England
Attention: Company Secretary

with a copy to:

Sidley Austin Brown & Wood
Bank One Plaza
10 South Dearborn
Chicago, IL 60603
Attention: David J. Zampa

or to such other address as such party may indicate by a notice delivered to the other party hereto.

Section 11.5. Successors and Assigns. Neither party may assign any of its rights hereunder to any third Person without the written consent of the other party, which consent shall not be unreasonably withheld; provided, however, that the Company may assign its rights, including its right to receive the Preferred Shares, to Parent without the consent of Newco. Any assignment hereunder (whether before or after the Closing) shall not relieve the assigning party of its obligations hereunder. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and permitted assigns. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon any Person other than the parties and successors and assigns permitted by this Section 11.5 any right, remedy or claim under or by reason of this Agreement.

Section 11.6. Access to Records after Closing. (a) For a period of six years after the Closing Date, the Company and its representatives and successors shall have reasonable access to all of the books and records of the Business to the extent that such access may reasonably be required by the Company in connection with matters relating to or affected by the operations of the Business prior to the Closing Date. Such access shall be afforded by Newco upon receipt of reasonable advance notice and during normal business hours. The Company shall be solely responsible for any costs or expenses incurred by it pursuant to this Section 11.6(a). If Newco shall desire to dispose of any of such books and records prior to the expiration of such six-year period, Newco shall, prior to such disposition, give the Company a reasonable opportunity, at the Company's expense, to segregate and remove such books and records as the Company may select.

(b) For a period of six years after the Closing Date, Newco and its representatives shall have reasonable access to all of the books and records relating to the Business which the Company or any of its Affiliates may retain after the Closing Date. Such access shall be afforded by the Company and its Affiliates upon receipt of reasonable advance notice and during normal business hours. Newco shall be solely responsible for any costs and expenses incurred by it pursuant to this Section 11.6(b). If the Company or any of its Affiliates shall desire to dispose of any of such books and records prior to the expiration of such six-year period, the Company shall, prior to such disposition, give Newco a reasonable opportunity, at Newco's expense, to segregate and remove such books and records as Newco may select.

Section 11.7. Entire Agreement; Amendments. This Agreement, the Exhibits and Schedules referred to herein, and the documents delivered pursuant hereto contain the entire understanding of the parties hereto with regard to the subject matter contained herein or therein, and supersede all other prior representations, warranties, agreements, understandings or letters of intent between or among any of the parties hereto. This Agreement shall not be amended, modified or supplemented except by a written instrument signed by an authorized representative of each of the parties hereto.

Section 11.8. Interpretation. Articles, titles and headings to sections herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement. The Schedules and Exhibits referred to herein shall be construed with and as an integral part of this Agreement to the same extent as if they were set forth verbatim herein.

Section 11.9. Waivers. Any term or provision of this Agreement may be waived, or the time for its performance may be extended, by the party or parties entitled to the benefit thereof. Any such waiver shall be validly and sufficiently authorized for the purposes of this Agreement if, as to any party, it is authorized in writing by an authorized representative of such party. The failure of any party hereto to enforce at any time any provision of this Agreement shall not be construed to be a waiver of such provision, nor in any way to affect the validity of this Agreement or any part hereof or the right of any party thereafter to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to constitute a waiver of any other or subsequent breach.

Section 11.10. Expenses. Except as expressly set forth herein, each party hereto will pay all costs and expenses incident to its negotiation and preparation of this Agreement and to its performance and compliance with all agreements and conditions contained herein on its part to be performed or complied with, including the fees, expenses and disbursements of its counsel and independent public accountants.

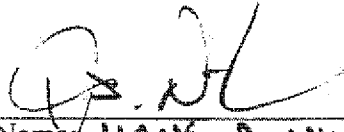
Section 11.11. Partial Invalidity. Wherever possible, each provision hereof shall be interpreted in such manner as to be effective and valid under applicable law, but in case any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such provision shall be ineffective to the extent, but only to the extent, of such invalidity, illegality or unenforceability without invalidating the remainder of such invalid, illegal or unenforceable provision or provisions or any other provisions hereof, unless such a construction would be unreasonable.

Section 11.12. Execution in Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement, and shall become binding when one or more counterparts have been signed by each of the parties hereto and delivered to the Company and Newco.

Section 11.13. Waiver of Jury Trial. To the extent permitted by applicable law, each party hereby irrevocably waives all rights to trial by jury in any action, proceeding or counterclaim (whether based on contract, tort or otherwise) arising out of or relating to this Agreement or the transactions contemplated hereby or the actions of any party in the negotiation, administration, performance and enforcement of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

LUXTRON CORPORATION
a California corporation

By: 
Name: HANS D. NILSSON
Title: DIRECTOR

LUXTRON CORPORATION,
a Delaware Corporation

By: _____
Name: Edwin Oh
Title: President

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

LUXTRON CORPORATION
a California corporation

By: _____
Name:
Title:

LUXTRON CORPORATION,
a Delaware Corporation

By: Edwin Oh
Name: Edwin Oh
Title: President