

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

|                           |                                                                                                                       |          |                        |
|---------------------------|-----------------------------------------------------------------------------------------------------------------------|----------|------------------------|
| SUBMISSION TYPE:          | NEW ASSIGNMENT                                                                                                        |          |                        |
| NATURE OF CONVEYANCE:     | NUNC PRO TUNC ASSIGNMENT                                                                                              |          |                        |
| EFFECTIVE DATE:           | 06/27/2005                                                                                                            |          |                        |
| CONVEYING PARTY DATA      |                                                                                                                       |          |                        |
|                           | Name                                                                                                                  | Formerly | Execution Date         |
|                           | August Technology Corporation                                                                                         |          | 07/29/2013             |
|                           |                                                                                                                       |          | Entity Type            |
|                           |                                                                                                                       |          | CORPORATION: MINNESOTA |
| RECEIVING PARTY DATA      |                                                                                                                       |          |                        |
| Name:                     | Rudolph Technologies, Inc.                                                                                            |          |                        |
| Street Address:           | P.O. Box 1000                                                                                                         |          |                        |
| City:                     | Flanders                                                                                                              |          |                        |
| State/Country:            | NEW JERSEY                                                                                                            |          |                        |
| Postal Code:              | 07836                                                                                                                 |          |                        |
| Entity Type:              | CORPORATION: DELAWARE                                                                                                 |          |                        |
| PROPERTY NUMBERS Total: 1 |                                                                                                                       |          |                        |
|                           | Property Type                                                                                                         | Number   | Word Mark              |
|                           | Registration Number:                                                                                                  | 2742760  | NSX                    |
| CORRESPONDENCE DATA       |                                                                                                                       |          |                        |
| Fax Number:               | 6125732005                                                                                                            |          |                        |
|                           | <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> |          |                        |
| Phone:                    | 612-767-2512                                                                                                          |          |                        |
| Email:                    | uspto@dbclaw.com                                                                                                      |          |                        |
| Correspondent Name:       | Michael A. Bondi                                                                                                      |          |                        |
| Address Line 1:           | 100 South Fifth Street, Suite 2250                                                                                    |          |                        |
| Address Line 4:           | Minneapolis, MINNESOTA 55402                                                                                          |          |                        |
| ATTORNEY DOCKET NUMBER:   | A126.608.101                                                                                                          |          |                        |
| NAME OF SUBMITTER:        | Michael A. Bondi                                                                                                      |          |                        |
| Signature:                | /Michael A. Bondi/                                                                                                    |          |                        |

CH \$40.00 2742760

Date:

07/29/2013

Total Attachments: 2

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## TRADEMARK ASSIGNMENT

This Trademark Assignment and Confirmation of Assignment (the "Assignment") executed on the date indicated below, is in recognition of an agreement by and between August Technology Corporation, a Minnesota Corporation ("August") and Rudolph Technologies, Inc., a Delaware corporation ("Rudolph") (collectively referred to as the "Parties").

**Whereas**, August was the sole owner of U.S. Registration No. 2,742,760 for the mark NSX ("Mark") and all good will associated therewith; and

**Whereas**, on June 27, 2005 August Technology Corporation merged with NS Merger Sub, Inc. ("Merger Sub"), which was a wholly owned subsidiary of Rudolph Technologies, Inc; and,

**Whereas**, the merger was in accordance with the Minnesota Business Corporation Act and took effect upon execution of the June 27, 2005 Agreement and Plan of Merger ("Agreement").

**Whereas**, Section 1.3 of the Agreement provided that, as of the Closing Date, "all of the property, rights, privileges, powers and franchises of the Company and Merger Sub shall vest in the Surviving Corporation", the Surviving Corporation being identified in Section 1.1 of the Agreement as Merger Sub, which entity was publicly identified as "August Technology Corporation d/b/a the "Inspection Division of Rudolph Technologies, Inc.";

**Whereas**, Rudolph wishes to confirm the assignment and transfer of ownership of the Mark and all goodwill associated therewith; and,

**Now, Therefore**, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- 1. ASSIGNMENT:** August hereby confirms assignment and transfer or, in the alternative, assigns and transfers nunc pro tunc to Rudolph all of its rights, title and interest in and to the Mark, including, but not limited to: (i) all registration rights with respect to the Mark, (ii) any rights to prepare derivative marks and (iii) goodwill associated with the Mark.
- 2. AUGUST'S REPRESENTATIONS:** August represents and warrants (i) that August is the exclusive owner of the Mark, (ii) that August possesses all rights, title and interest in and to the Mark, (iii) that August has the power to enter into this Assignment and (iv) that the rights transferred in this Assignment are free of any lien, encumbrance or adverse claim.
- 3. CONTINUING OBLIGATIONS:** August agrees to assist Rudolph, upon request, by taking any reasonable action that may be necessary for the perfecting, securing and completing of this Assignment.
- 4. BINDING EFFECT:** The covenants and conditions contained in this Assignment shall apply to and bind the Parties and their heirs, legal representatives, successors and permitted assigns.

IN WITNESS WHEREOF, August has caused this Assignment to be executed on the date set forth below.

**AUGUST TECHNOLOGY CORPORATION**

  
Signature

Paul F. McLaughlin  
Printed Name

Chief Executive Officer  
Title

July 29, 2013  
Date