

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM471268

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KEYSIGHT TECHNOLOGIES, INC.		03/28/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	KLA-Tencor Corporation		
Street Address:	One Technology Drive		
City:	Milpitas		
State/Country:	CALIFORNIA		
Postal Code:	95035		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1717736	NANO INDENTER	
Registration Number:	3846186	NANOSUITE	
CORRESPONDENCE DATA			
Fax Number:	7168490349		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	7168564000		
Email:	dcarosa@hodgsonruss.com		
Correspondent Name:	Daniel R. Carosa		
Address Line 1:	140 PEARL STREET		
Address Line 2:	SUITE 100		
Address Line 4:	BUFFALO, NEW YORK 14202-4040		
NAME OF SUBMITTER:	Daniel R. Carosa		
SIGNATURE:	/daniel r carosa/		
DATE SIGNED:	04/25/2018		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Trademark Assignment") from Keysight Technologies, Inc., a Delaware corporation ("Assignor") to KLA-Tencor Corporation, a Delaware corporation ("Assignee"), is effective as of April 2, 2018.

WHEREAS, Assignor and Assignee have entered into an Asset Purchase Agreement dated as of March 8, 2018 (the "Purchase Agreement"), pursuant to which, among other things, Assignor has agreed to assign to Assignee the Trademarks (as defined below).

1. Assigned Trademarks. The term "Trademarks" means the trademarks and accompanying trademark registrations set forth on Schedule A attached hereto.

2. Assignment. For good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Assignor hereby irrevocably sells, assigns, transfers and delivers to Assignee all of Assignor's right, title and interest in and to the Trademarks, together with the goodwill of the business associated with the use of and symbolized by the Trademarks, all registrations and applications (including intent-to-use applications) for the Trademarks in all countries throughout the world, and all rights to past, present and future causes of action, lawsuits, judgments, claims and demands of any nature relating to the Trademarks.

3. Further Assurances. Assignor agrees that Assignee shall have the right to file or record this Trademark Assignment with the United States Patent and Trademark Office ("USPTO") or other such entities throughout the world, and Assignor authorizes and requests the relevant authorities to record Assignee as the assignee and owner of the Trademarks. Assignor agrees to execute and deliver to Assignee such further assignments and documents as may be reasonably requested by Assignee to vest all of Assignor's right, title and interest in and to the Trademarks throughout the world in Assignee including instructing the registrar for the Trademarks to transfer the Trademarks to Assignee. In the event that a trademark registrar does not accept or recognize this Trademark Assignment, Assignor hereby agrees that this document shall constitute a request by Assignor to the registrar to transfer the registration of the Trademarks to Assignee.

4. Governing Law. This Trademark Assignment and all disputes or controversies arising out of or relating to this Trademark Assignment or the transactions contemplated hereby shall be governed by, and construed in accordance with; the internal laws of the State of Delaware, without regard to the laws of any other jurisdiction that might be applied because of the conflicts of laws principles of the State of Delaware.

[The remainder of this page is intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment to be executed as of the date first written above by its duly authorized officer.

ASSIGNOR:

Keysight Technologies, Inc.

By: Jeffrey Li
Name: Jeffrey Li
Title: VP & AG

ACKNOWLEDGMENT

State of California)
) ss:
County of _____)

On this _____ day of _____, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed this instrument on behalf of the corporation named herein, and acknowledged that s/he executed it in such representative capacity.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public

My Commission Expires on _____

SEE ATTACHED STATUTORY CALIFORNIA
NOTARIAL ACKNOWLEDGMENT CERTIFICATE

ACKNOWLEDGMENT

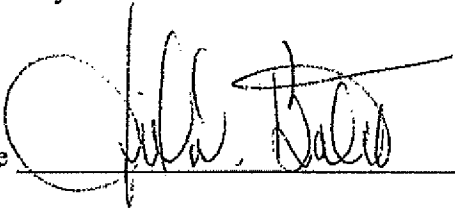
A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

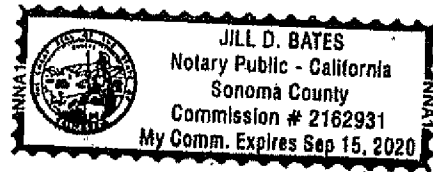
State of California)
) ss.
County of Sonoma)

On March 28, 2018, before me, Jill D. Bates, Notary Public, personally appeared Jeffrey K. Li, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

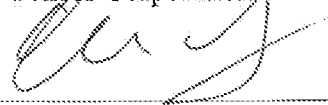
Signature 



(Seal)

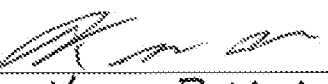
ASSIGNEE:

KLA-Tencor Corporation

By: 

Name: Teri A. Little

Title: Executive Vice President

By: 

Name: Kevin P. McAndrews

Title: Vice President

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

SCHEDULE A
ASSIGNED TRADEMARKS

Trademark	Country	App. Date	App. No	Reg. Date	Reg. No	Class	Status
NANO INDENTER	Benelux	Mar-21-2003	1029631	Mar-21-2003	0732508	9	Registered
NANO INDENTER	United States of America	Sep-30-1991	74/208,342	Sep-22-1992	1,717,736	9	Registered
NANOSUITE	EUTM	May-28-2009	008326415	Dec-11-2009	008326415	9	Registered
NANOSUITE	United States of America	May-26-2009	77744217	Sep-7-2010	3846186	9	Registered