

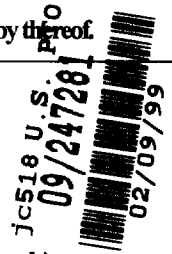


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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy the proof.



1. Name of conveying party(ies):

Michito WATANABE, Makoto HARA, Takashi YATABE

MKD
2-9-99

2. Name and address of receiving party(ies)

Name: FUJI PHOTO FILM CO., LTD.

Additional name(s) of conveying party(ies) attached? Yes No

Internal Address:

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other:

Street Address: 210 Nakanuma, Minamiashigara-shi

City: Kanagawa-ken State: ZIP:

Country: JAPAN Postal Code:

Additional name(s) & address(es) attached? Yes No

Execution Date: February 3, 1999

4. Application number(s) or patent number(s): New

09/247,281

If this document is being filed together with a new application, the execution date of the application is:

February 3, 1999

A. Patent Application No(s).

B. Patent No(s).

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: BIRCH, STEWART, KOLASCH & BIRCH, LLP

Street Address: P.O. BOX 747

City: FALLS CHURCH State: VA ZIP: 22040-0747

Country: USA

6. Total number of applications and patents involved: 1(One)

7. Total fee (37 C.F.R. § 3.41): \$40.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number: 02-2448

(Attach triplicate copy of this page if paying by deposit account)

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9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document

MICHAEL K. MUTTER 29,680

[Signature] #35,094

Signature

February 9, 1999

Date

02/19/1999 DUTLER 0600002 09247281

02 FC:581

40.00 DP

Total number of pages including cover sheet, attachments, and document: 3

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, DC 20231

ATTORNEY DOCKET NO.

2091-187P

ASSIGNMENT

Application No. New

Filed February 9, 1999

Insert Name(s)
of Inventor(s) ➡

WHEREAS, Michito Watanabe, Makoto Hara and
Takashi Yatabe

Insert Title
of Invention ➡

(hereinafter designated as the undersigned) has (have) invented certain new and useful improvements in _____

"NETWORK PHOTOGRAPH SERVICE SYSTEM"

for which an application for Letters Patent of the United States of America has been executed by the undersigned

Insert Date
of Signing of
Application ➡

on February 3, 1999; and

Insert Name
of Assignee ➡

WHEREAS, Fuji Photo Film Co., Ltd.

Insert Address
of Assignee ➡

of 210 Nakanuma, Minamiashigara-shi, Kanagawa-ken, Japan

CHECK BOX
IF APPROPRIATE ➡

its heirs, successors, legal representatives and assigns (hereinafter designated as the Assignee) is desirous of acquiring the entire right, title and interest in and to said invention and in and to any Letters Patent(s) that may be granted therefor in the United States of America and

in any and all foreign countries.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) to the undersigned in hand paid, the receipt of which is hereby acknowledged, and other good and valuable consideration, the undersigned has (have) sold, assigned and transferred, and by these presents does sell, assign and transfer unto said Assignee the full and exclusive right to the said invention in the United States of America, its territories, dependencies and possessions and the entire right, title and interest in and to any and all Letters Patent(s) which may be granted therefor in the United States of America, its territories, dependencies and possessions, and if the box above is designated, in any and all foreign countries;

and to any and all divisions, reissues, continuations and extensions thereof for the full term or terms for which the same may be granted.

The undersigned agree(s) to execute all papers necessary in connection with this application and any continuing, divisional or reissue applications thereof and also to execute separate assignments in connection with such applications as the Assignee may deem necessary or expedient.

The undersigned agree(s) to execute all papers necessary in connection with any interference which may be declared concerning this application or continuation, division or reissue thereof or Letter Patent(s) or reissue patent issued thereon and to cooperate with the Assignee in every way possible in obtaining and producing evidence and proceeding with such interference.

The undersigned agree(s) to execute all papers and documents and to perform any act which may be necessary in connection with claims or provisions of the International Convention for the Protection of Industrial Property or similar agreements.

The undersigned agree(s) to perform all affirmative acts which may be necessary to obtain a grant of a valid United States of America patent(s) or a grant of a valid United States of America and any foreign patent(s) to the Assignee and to vest all rights therein hereby conveyed to said Assignee as fully and entirely as the same would have been held by the undersigned if this Assignment and sale had not been made.

The undersigned hereby authorize(s) and request(s) the Patent and Trademark Office Officials in the United States of America and in any foreign countries to issue any and all Letters Patents resulting from said application or any continuing, divisional or reissue applications thereof to the said Assignee, as Assignee of the entire interest, and hereby covenants that he has (they have) the full right to convey the entire interest herein assigned, and that he has (they have) not executed, and will not execute, any agreement in conflict herewith.

The undersigned hereby grant(s) the law firm of Birch, Stewart, Kolasch & Birch, LLP the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the U.S. Patent and Trademark Office for recordation of this document.

The undersigned hereby covenant(s) that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment.

In witness whereof, executed by the undersigned on the date(s) opposite the undersigned name(s).

Date February 3, , Name of Inventor Michito Watanabe
1999 (signature)

Date February 3, , Name of Inventor Maipoto Hara
1999 (signature)

Date February 3, , Name of Inventor Takeshi Yatabe
1999 (signature)

Date _____ , Name of Inventor _____
(signature)

Date _____ , Name of Inventor _____
(signature)

Date _____ , Name of Inventor _____
(signature)