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U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

#### PATENTS ONLY

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.		
1. Name of conveying party(ies):	2. Name and address of receiving party(ies):	
Jonathan T. Foote, Lynn Wilcox, Andreas Girgensohn	Name: Fuji Xerox Co., Ltd.	
Additional name(s) of conveying party(ies) attached?Yes X_No	Address: Akasaka 2-chome, Minato-ku	
	Tokyo, Japan	
3. Nature of conveyance:	AND	
X Assignment Merger	Xerox Corporation	
Security Agreement Change of Name	800 Long Ridge Road	
Other	Stamford, Connecticut	
Execution Date: July 6, 1999	Additional name(s) & address(es) attached? Yes _X_ No	
4. Application number(s) or patent number(s):		
A. Patent Application No.: 09/266,637	B. Patent No(s).:	
Title: Methods and Apparatuses for Video Segmentation, Classification, and Retrieval Using Image Class Statistical Models		
Filed Date: March 11, 1999		
Additional numbers attached? Yes _X_ No		
If this document is being filed together with a new application, the execution date of the application is:		
5. Name and address of party to whom correspondence concerning document should	6. Total Number of applications and patents involved: 1 X \$40.00 each	
be mailed: Name: <u>Martin C. Fliesler, Esq.</u>	7. Total fee (37 CFR 3.41)\$ 40.00	
Address: Fliesler, Dubb, Meyer & Lovejoy	X Check Enclosed	
Four Embarcadero Center, Suite 400	8. Fee Authorization. Authorization is given to charge any additional fees or credit any	
San Francisco, CA 94111	overpayment to Deposit Account No. 06-1325.	
Telephone: <u>(415) 362-3800</u> <b>GUYEN 00000308 09266637</b>	Copy. (A duplicate copy of this authorization is not enclosed.)	
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.		
Slade E. Smith Attorney (Reg. No.: 37,447)	August 31, 1999 Date	
10. Total number of pages to be recorded: 3 (1 page cover sheet and 2 page document).		

Attorney Docket No.: XERXF1021MCF/SES ses/xerx-fuji/1021/prosc/006

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#### JOINT TO CORPORATE ASSIGNMENT

WHEREAS, the undersigned Inventors:

a resid		onathan T. Foote 450 Laurel Street, Menlo, Park, CA 94025; and
a resid		ynn Wilcox 45 Joaquin Road, Portola Valley, CA 94028 ;ard
a resid		ndreas Girgensohn 210 Waverly Street, Apt 4, Menlo Park, CA 94025
have i	nvente	d certain new and useful improvements in:
METH	IODS A	ND APPARATUSES FOR VIDEO SEGMENTATION, CLASSIFICATION, AND RETRIEVAL USING IMAGE CLASS STATISTICAL MODELS
		ecuted a declaration or oath for an application for a United States patent d identifying the invention:
1.	_	On the Date of Execution of Declaration for Patent Application set forth below adjacent to my signature;
	or	
2.	_X_	Said application having SC/Serial Number 09/266.637 and filed on March 11, 1999.
<b>CORP</b>	ess at ORATIO	REAS <u>FUJI XEROX CO., LTD.,</u> a corporation of JAPAN, having a place of 17-22, Akasaka 2-chome, Minato-ku, Tokyo, Japan, and <u>XEROX DN</u> (each hereinafter jointly termed "Assignees"), a corporation of the state having a place of business at 800 Long Ridge Road, Stamford, Connecticut,

WHEREAS <u>FUJI XEROX CO., LTD.</u>, a corporation of JAPAN, having a place of business at 17-22, Akasaka 2-chome, Minato-ku, Tokyo, Japan, and <u>XEROX CORPORATION</u> (each hereinafter jointly termed "Assignees"), a corporation of the state of New York, having a place of business at 800 Long Ridge Road, Stamford, Connecticut, wish to acquire the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered jointly or severally by said Inventors (all collectively hereinafter termed "said invention"), and in and to any and all patents, certificates of invention and other forms of protection thereon (hereinafter termed "patents") applied for or granted in the United States and/or other countries.

NOW THEREFORE, for good and valuable consideration acknowledged by each of said Inventors to have been received in full from said Assignees:

1. Said Inventors do hereby sell, assign, transfer and convey to said Assignees, the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply in any or all countries of the world for patents, certificates of

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251.001:060498 06/29/99-12:32 inventions or other governmental grants on said invention, including the right to apply for patents pursuant to the International Convention for the Protection of Industrial Property or pursuant to any other convention, treaty, agreement or understanding; (c) in and to any and all applications filed and any and all patents, certificates of inventions or other governmental grants granted on said invention in the United States or any other country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; (d) in and to each and every reissue or extension of any of said patents; and (e) in and to each and every patent claim resulting from a reexamination certificate for any and all of said patents.

- 2. Said Inventors hereby jointly and severally covenant and agree to cooperate with said Assignees to enable said Assignees to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and other countries. Such cooperation by said Inventors shall include prompt production of pertinent facts and documents, giving of testimony, executing of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignees (a) for perfecting in said Assignees the right, title and interest herein conveyed; (b) for complying with any duty of disclosure; (c) for prosecuting any of said applications; (d) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (e) for filing and prosecuting applications for reissue of any of said patents; (f) for interference or other priority proceedings involving said invention; and (g) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, reexamination proceedings, compulsory licensing proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventors in providing such cooperation shall be paid for by said Assignees.
- 3. The terms and covenants of this Assignment shall inure to the benefit of said Assignees, its successors, assigns and other legal representatives, and shall be binding upon said Inventors, their respective heirs, legal representatives and assigns.
- 4. Said Inventors hereby jointly and severally warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, the said Inventors have executed this instrument on the date of acknowledgment and delivered this instrument to said Assignees.

Date: 7/6/99

) Jonathan T. Foote

Date: 7/6/99

) <u>Mym U S</u> Lynn Wilcox

Date: 7/6/99

3) Andreas Girgensohn

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