and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503. PATENT\_

## **ASSIGNMENT**

WHEREAS, The ASSIGNOR, comprising the following named inventor(s):

- 1. Hisato KOBAYASHI; c/o TOYO BOSEKI KABUSHIKI KAISHA,

  Research Center, 1-1, Katata 2-chome,

  Ohtsu-shi, Shiga 520-0292 Japan
- 2. Keiji MORI; c/o TOYO BOSEKI KABUSHIKI KAISHA,

  Research Center, 1-1, Katata 2-chome,

  Ohtsu-shi, Shiga 520-0292 Japan
- 3. Naonobu ODA; c/o TOYO BOSEKI KABUSHIKI KAISHA,
  Research Center, Tsuruga Branch,
  10-24, Toyo-cho, Tsuruga-shi,
  Fukui 914-0047 Japan
- 4. Tadashi OKUDAIRA; c/o TOYO BOSEKI KABUSHIKI KAISHA,
  Research Center, 1-1, Katata 2-chome,
  Ohtsu-shi, Shiga 520-0292 Japan

has invented and owns a certain invention entitled:

ALIPHATIC POLYESTER FILM AND GAS BARRIER FILM

for which application for Letters Patent of the United States was filed on July 21, 1999, and assigned Serial No. 09/358,316, and

Whereas, the ASSIGNEE:

TOYO BOSEKI KABUSHIKI KAISHA 2-8, Dojimahama 2-chome, Kita-ku, Osaka-shi, Osaka 530-8230 Japan

Page 1 of 3

PATENT REEL: 010312 FRAME: 0502 is desirous of acquiring the entire interest in, to and under said invention and the United States Letters Patent to be obtained therefor:

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN: Be it known that in consideration of the payment by ASSIGNEE to ASSIGNOR of the sum corresponding to One Dollar (\$1.00), the receipt of which is hereby acknowledged, and for other good and valuable consideration, ASSIGNOR hereby sells, assigns and transfers to ASSIGNEE the full and exclusive right, title and interest to said invention and all Letters Patent of the United States to be obtained therefor on said application or any continuation, division, renewal, substitute or reissue thereof for the full term or terms for which the same may be granted.

ASSIGNOR hereby covenants that no assignment sale agreement charge or other encumbrance has been or will be entered into which would conflict with this assignment and sale;

ASSIGNOR further covenants that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said application, said invention and said Letters Patent as may be known and accessible to ASSIGNOR and will testify as to the same in any interference or litigation related thereto and will promptly execute and deliver to ASSIGNEE or its legal representative any and all papers, instruments or affidavits required to apply for, obtain, maintain and enforce said application, said invention and said Letters Patent which may be necessary or desirable to carry out the purposes hereof.

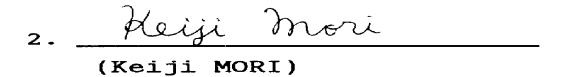
IN WITNESS WHEREOF, the parties have hereunto set their hands and seal

this 30th day of September , 1999.

Page 2 of 3

PATENT REEL: 010312 FRAME: 0503





Page 3 of 3

**RECORDED: 10/15/1999** 

PATENT REEL: 010312 FRAME: 0504