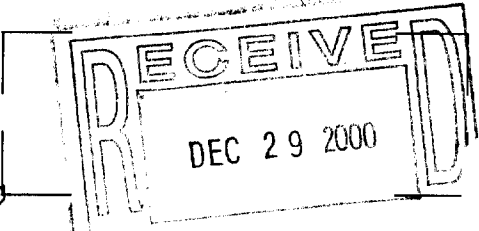


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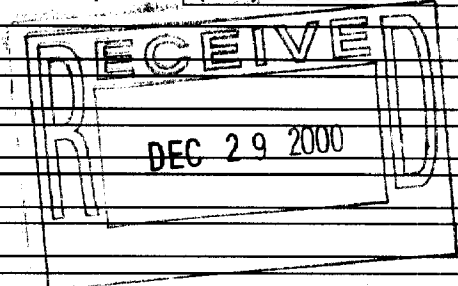
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Address (line 2) 2 Palo Alto Square

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Daniel R. Brownstone
Registration No. 46,581
Name of Person Signing

Signature

27 Dec 2000
Date

ASSIGNMENT

For good and valuable consideration, the receipt of which is hereby acknowledged, the person(s) named below (referred to as "INVENTOR" whether singular or plural) has sold, assigned, and transferred and does hereby sell, assign, and transfer to Canon Kabushiki Kaisha, a Japanese corporation, having a place of business at 30-2 Shimomaruko 3-chome, Ohta-ku, Tokyo 146, JAPAN ("ASSIGNEE"), for itself and its successors, transferees, and assignees, the following:

1. The entire worldwide right, title, and interest in all inventions and improvements ("SUBJECT MATTER") that are disclosed in the application for United States Letters Patent entitled: **STOCHASTIC ADJUSTMENT OF DIFFERENTLY-ILLUMINATED IMAGES** ("APPLICATION"), which:

- is to be filed herewith
- was filed on April 28, 2000, now bearing U.S. Application No.: 09/561,291

and for which a Declaration was executed by INVENTOR on the date(s) below; and

2. The entire worldwide right, title, and interest in and to:

- (a) the APPLICATION, including any right of priority; (b) any divisional, continuation, substitute, renewal, reissue, and other related applications thereto which have been or may be filed in the United States or elsewhere in the world; and (c) any patents which may be granted on the applications set forth in (a) and (b) above.

INVENTOR agrees that ASSIGNEE may apply for and receive patents for SUBJECT MATTER in ASSIGNEE's own name.

INVENTOR agrees to do the following, when requested, and without further consideration, in order to carry out the intent of this Assignment: (1) execute all oaths, assignments, powers of attorney, applications, and other papers necessary or desirable to fully secure to ASSIGNEE the rights, titles and interests herein conveyed; (2) communicate to ASSIGNEE all known facts relating to the SUBJECT MATTER; and (3) generally do all lawful acts that ASSIGNEE shall consider desirable for securing, maintaining, and enforcing worldwide patent protection relating to the SUBJECT MATTER and for vesting in ASSIGNEE the rights, titles, and interests herein conveyed. INVENTOR further agrees to provide any successor, assign, or legal representative of ASSIGNEE with the benefits and assistance provided to ASSIGNEE hereunder.

INVENTOR represents that INVENTOR has the rights, titles, and interests to convey as set forth herein, and covenants with ASSIGNEE that the INVENTOR has made or will make hereafter no assignment, grant, mortgage, license, or other agreement affecting the rights, titles, and interests herein conveyed.

INVENTOR grants the attorney of record 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 United States Patent and Trademark Office for recordation of this document.

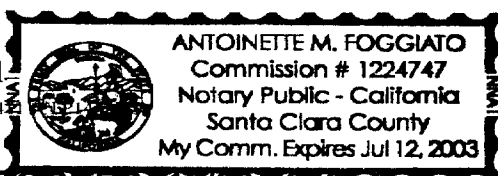
This Assignment may be executed in one or more counterparts, each of which shall be deemed an original and all of which may be taken together as one and the same Assignment.

<u>Name and Signature</u>	<u>Date of Signature</u>	<u>Date Declaration Executed By This Person</u>
<u><i>Alexander Berestov</i></u> Alexander Berestov State of <u>CALIFORNIA</u> County of <u>SANTA CLARA</u>	<u>10.31</u> , 2000	<u>10.31</u> , 2000

On OCTOBER 31, 2000 before me, ANTOINETTE M. FOGGIATO personally
[DATE] [NOTARY PUBLIC]
appeared ALEXANDER BERESTOV personally known to me or proved to me on the basis of
[INVENTOR]
satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that [he/she] executed the same in [his/her] authorized capacity, and that by [his/her] signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Notary Seal

Case Docket # 442



Antoinette M. Foggiato
Notary

1010004411/SF/5034324.1

PATENT

RECORDED: 12/29/2000

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