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07-31-2001



REET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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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):

Shoji Kito
Akira Suzuki
Motoharu Yamaguchi

07/11/01

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

2. Name and address of receiving party(ies)

Name: PALOMA INDUSTRIES, LIMITED

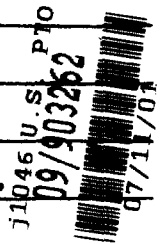
Internal Address:

Street Address: 6-23, Momozono-cho,

Mizuho-ku, Nagoya-shi,

City: Aichi ~~Chubu~~ Japan

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



3. Nature of conveyance:

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

Execution Date: July 2, 2001

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

09/903262

If this document is being filed together with a new application, the execution date of the application is: July 4, 2001

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: PEARSON & PEARSON, LLP

Internal Address:

Street Address: 10 George Street

City: Lowell State: MA ZIP: 01852

6. Total number of applications and patents involved:

1

7. Total fee (37 CFR 3.41).....\$ 40.00

Enclosed

Authorized to be charged to deposit account for any insufficient fees associated herein.

8. Deposit account number:

16-0875

(Attach duplicate 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.

John H. Pearson, Jr.

Name of Person Signing
Reg. No. 32,288

John H. Pearson, Jr.
Signature

July 11, 2001

Date

Total number of pages including cover sheet, attachments, and document: 4

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignment

PATENT
REEL: 012010 FRAME: 0911

ASSIGNMENT

WHEREAS the undersigned inventors (hereinafter called **Assignors**) have invented certain new and useful improvements in (1) _____; and which an application for United States letters patent was filed on _____, and given U.S. Serial No. _____

WHEREAS (2) PALOMA INDUSTRIES, LIMITED, a Japanese corporation, of (3) 6-23, Momozono-cho, Mizuho-ku, Nagoya-shi, Aichi, JAPAN is desirous of acquiring the entire right, title and interest in and to said invention and in and to any Letters Patent that may be granted therefor in the United States and in any and all foreign countries;

NOW, THEREFORE, in consideration of Ten (\$10.00) Dollars, the receipt of which is hereby acknowledged, and other good and valuable consideration, **Assignors** have sold, assigned and transferred and by these presents does sell, assign and transfer and agrees to assign unto the **Assignee**, its successors and assigns, the full and exclusive right, title and interest in and to said invention and in and to any patent application in the United States of America and its territorial possessions and in any and all foreign countries and the entire right, title and interest in and to any and all Letters Patent which may be granted therefor in the United States of America or in any and all said foreign countries and in and to any and all divisions, continuations, renewals, substitutions or reissues, and extensions thereof for the full term or terms for which the same may be granted;

Assignors hereby covenant that no assignment, sale, agreement or encumbrance have been or will be made or entered into which would conflict with this assignment and sale;

Assignors hereby authorize and request the Patent and Trademark Office officials in the United States of America and in any and all foreign countries to issue any and all of said Letters Patent, when granted, to said **Assignee** of **Assignors'** entire right, title and interest in and to the same for the sole use and behoof of said **Assignee**, its successors and assigns, to the full end of the term for which any of said Letters Patent may be granted as fully and entirely as the same would have been held by **Assignors** had this assignment and sale not been made;

Further, **Assignors** agree to communicate to **Assignee** or its representatives any facts known to **Assignors** respecting said invention, to testify in any legal proceeding, to sign all lawful papers, to execute all divisional, continuation, substitution, renewal and reissue applications, to execute all necessary assignment papers to cause any and all of said Letters Patent to be issued to said **Assignee**, to make all rightful oaths and generally to do everything possible to aid said **Assignee**, its successors and assigns to obtain and enforce proper protection for said invention in the United States of America and in any and all foreign countries without further compensation, but at the expense of **Assignee**, its successors, assigns or other legal representatives; and

Assignors hereby appoint the Secretary or any other officer of **Assignee** as **Assignors'** attorney-in-fact and agent to execute all documents required or appropriate to perfect or enforce all rights assigned under this Assignment and further authorizes **Assignee's** attorneys to record this assignment in any and all countries.

IN TESTIMONY WHEREOF, Assignors have hereunto set their hands and seals this 2nd day of July, 2001.

(4) Shoji Kito
ASSIGNOR (Signature)

(5) Shoji KITO
ASSIGNOR (Print Name)

(4) Akira Suzuki
ASSIGNOR (Signature)

(5) Akira SUZUKI
ASSIGNOR (Print Name)

(4) Motoharu Yamaguchi
ASSIGNOR (Signature)

(5) Motoharu YAMAGUCHI
ASSIGNOR (Print Name)

Legend

- (1) Title of Patent Application
- (2) Name of Assignee
- (3) Address of Assignee
- (4) Signature of Assignor
- (5) Print Name of Assignor

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