5.5ATTY DKT:

8. IF ABOVE FEE IS MISSING OR INADEQUATE CHARGE INSUFFICIENCY TO DEPOSIT ACCOUNT NUMBER: 03-3975 P 027 7023 H7616US UNDER ORDER NO 051270 027 7023 dup. sheet not required CLIENT NO. CLIENT REF. MATTER NO. MATTER NO.

9. 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.

10. Total number of pages including this cover sheet, attachments and document (do not file dup. Cover sheet)

Attorney: Roger R. Wise

Reg. No. 31204

TEL: (213) 488-7584 Atty/Sec: RRW/jes

Date:

November 20, 2001 FAX: (213) 629-1033

FILE WITH PTO RETURN RECEIPT (PAT-103A)

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PILLSBURY WINTHROP LLP United States Patent Rights

Attorney Docket No. 027 7023

ASSIGNMENT

WHEREAS, Takuya TAMARU, Tatsuo FUSHIKI, Katsuichi OSAKABE, Yusuke KONAGAI, Akira USUI, Kentaro NOMOTO, Masaki DOJUN and Kazuhiko HONDA (hereinafter designated as the undersigned) has (have) invented certain new and useful improvements in OPTICAL DISK RECORDER FOR WRITING DATA WITH VARIABLE DENSITY

for which an application for Letters Patent of the United States of America has been filed by the undersigned , and;

WHEREAS, YAMAHA CORPORATION of 10-1, Nakazawa-cho, Hamamatsu-shi, Shizuoka-ken, 430-8650 Japan 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;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) 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 do sell, assign and transfer unto said Assignee the full and exclusive right to the said invention in the United States of America and its territories and for all foreign countries, 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 and its territories, dependencies and possessions, and in 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 any continuation, division or reissue thereof or Letters 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.

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The undersigned agree(s) to execute all papers and documents and to perform any act which may be necessary in connection with claims under 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 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 Commissioner of Patents and Trademarks to issue any and all Letters Patents of the United States of America resulting from said application or any division or divisions or continuing 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 Pillsbury Winthrop 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.

This Assignment has been executed by the undersigned on the date(s) opposite the undersigned name(s).

Date Oct 26,200/ Name of Inventor Zakuya Takuya TAMARU (SEAL)

Date Oct 26,200/ Name of Inventor Tataur Fishiki (SEAL)

Tatsuo FUSHIKI

Date <u>Cct 29, 2001</u>, Name of Inventor <u>Vaturalia Ocaba (see SEAL)</u>
Katsuichi OSAKABE

Date Oct 31, 2001, Name of Inventor Jusuke Konagai (SEAL)

| Date_ | Oct. 31, 2001 | Name of Inventor | Akira USUI | (SEAL) |
|-------|---------------|-------------------|--------------------------------|--------|
| Date_ | Nov 1, 2001, | Name of Inventor_ | Kentaro homote Kentaro NOMOTO | (SEAL) |
| Date_ | Nov 1.2001, | Name of Inventor_ | Masaki Dojun Masaki DOJUN | (SEAL) |
| Date_ | Nov. 5. 2001 | Name of Inventor_ | Kazuhiko Honda | (SEAL) |

RECORDED: 11/20/2001