



01-16-2002

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ASSIGN



SHEET

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To: Honorable Commissioner of Patents and Trademarks:

Please record the attached original document(s) or copy thereof.

MRD
1-8-02

1. Name of conveying party: **Kazuo Koyanagi**

2. Name and address of receiving party:

Name: **Shimadzu Corporation**
Address: **1 Nishinokyo-Kuwabaracho
Nakagyo-ku, Kyoto 604-8511**

3. Nature of conveyance

- | | | | |
|-------------------------------------|--------------------|--------------------------|-------------------|
| <input checked="" type="checkbox"/> | Assignment | <input type="checkbox"/> | Merger |
| <input type="checkbox"/> | Security Agreement | <input type="checkbox"/> | Change of Name |
| <input type="checkbox"/> | Other _____ | <input type="checkbox"/> | License Agreement |

Execution Date: **October 18, 2001**

4. Application Number(s) or Patent Number(s): **09/901,821**

The title of the (new) application is: **X-RAY DIFFRACTION APPARATUS AND METHOD**

5. Please send all correspondence concerning this (these) documents to:

**Beyer Weaver & Thomas, LLP
P.O. Box 778
Berkeley, CA 94704-0778
Ph: (510) 843-6200
Fax: (510) 843-6203
(Customer Number: 022434)**

6. Total number of applications and patents involved: 1

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

- Enclosed
 Any additional fees are authorized to be charged to Deposit Account No. 500388
(Order No. SMDZP108)

8. 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.

Date: October 25, 2001

Keiichi Nishimura
Registration No. 29,093

01/15/2002 BYRNE 00000183 09901821

01 FC:581 40.00 DP

Attorney Docket No. SMDZP108

(Revised 01/96)

PATENT
REEL: 012455 FRAME: 0039

ASSIGNMENT

WHEREAS, Kazuo Koyanagi, a resident of Kyoto, Japan, hereinafter referred to as "Assignor," has invented certain new and useful improvements as described and set forth in an application for Letters Patent of the United States entitled X-RAY DIFFRACTION APPARATUS AND METHOD; and have executed an application for a United States patent disclosing and identifying the invention on the 9th day of July, 2001; and having Serial No. 09/901,821 and filing date of July 9, 2001; and

WHEREAS, Shimadzu Corporation, a Corporation of Japan, having a place of business at 1 Nishinokyo-Kuwabaracho, Nakagyo-ku, Kyoto 604-8511, Japan, hereinafter referred to as "Assignee," desires to acquire the entire right, title and interest in and to said application, said invention, said improvements and all Letters Patent which may be granted thereon in the United States or any foreign country;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged by Assignor,

1. Assignor hereby sells, assigns, transfers and conveys to Assignee the entire worldwide right, title and interest in and to said application, said invention and said improvements, and in and to any and all Letters Patent on said invention and improvements that may be granted by the United States or any foreign country, including any divisions, substitutions, continuations in whole or in part, conversions, reissues, additions or extensions thereof, said interest to be held and enjoyed by Assignee as fully and exclusively as it would have been held and enjoyed by said Assignor had this Assignment and transfer not been made.

2. Assignor hereby warrants, covenants and represents that he has not heretofore granted any license, right or privilege with respect to said application, invention or improvements, or in any other way encumbered the same, and that he has the full right to make this Assignment.


3. Assignor further agrees that at the request and expense of Assignee, but without charge to said Assignee, he will promptly execute all papers necessary or desirable to perfect ownership of said invention, improvements, applications or said Letters Patent, in said

Assignee, and will execute all oaths and other papers, within the truth, that are necessary or desirable for prosecuting said application, for use in interference proceedings involving said invention or improvements, for refiling said applications, for filing of said divisional, substitution, continuation or continuation-in-part applications covering said invention or improvements which are deemed necessary or desirable by Assignee, for reissuance or reexamination of said Letters Patent, or for the filing in foreign countries of applications for Letters Patent covering said invention or improvements.

4. The terms, covenants and provisions of this Assignment shall inure to the benefit of Assignee, its successors, assigns and other legal representatives, and shall be binding upon Assignors, their heirs, legal representatives and assigns.

IN TESTIMONY WHEREOF, we have executed and delivered to Assignee this instrument this

18 day of October, 2001,


Kazuo Koyanagi (Inventor)

Attorney Docket No. SMDZ P108 US (0800239.0131)