

03-01-2002

ASS



101998468

7ER SHEET

To: Honorable Commissioner of Patents and Trademarks:

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

1-30-02

1. Name of conveying parties:

- a) **Shinya Tanaka**
- b) **Takao Terada**

2. Name and address of receiving party:

- a) Name: **OMRON Corporation**
Address: **801 Minamifudodo-cho, Horikawahigashiiru,
Shiokoji-dori, Shimogyo-ku,
Kyoto 600-8530, Japan**

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: **January 23, 2002**

4. Application Number(s) or Patent Number(s): **10/007,801**

The title of the (new) application is: **ATOMIZER AND INHALATOR USING SAME**

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. OMRNP011)

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: January 30, 2002

02/26/2002 RHARIS1 00000096 10007801

03 FC:581

40.00 OP

Kefichi Nishimura
Registration No. 29,093

**PATENT
REEL: 012611 FRAME: 0082**

ASSIGNMENT

WHEREAS, Shinya Tanaka and Takao Terada, both of Kyoto, Japan, hereinafter referred to as "Assignors," have invented certain new and useful improvements as described and set forth in an application for Letters Patent of the United States entitled ATOMIZER AND INHALATOR USING SAME; and have executed an application for a United States patent disclosing and identifying the invention on the 6th day of November, 2001, and having Serial Number 10/007,801 and filing date of November 6, 2001; and

WHEREAS, OMRON Corporation, a corporation of Japan, having a place of business at 801 Minamifudodo-cho, Horikawahigashiiru, Shiokoji-dori, Shimogyo-ku, Kyoto 600-8530, 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 Assignors,

1. Assignors hereby sell, assign, transfer and convey 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 Assignors had this Assignment and transfer not been made.

2. Assignors hereby warrant, covenant and represent that they have 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 they have the full right to make this Assignment.

3. Assignors further agree that at the request and expense of Assignee, but without charge to said Assignee, they 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

(1) 23 day of Jan, 200 2

(2) 23 day of Jan, 200 2, respectively.

(1) Shinya Tanaka
Shinya Tanaka (Inventor)

(2) Takao Terada
Takao Terada (Inventor)