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Form **PTO-1595** (Rev. 03/01)

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U.S. DEPARTMENT OF COMMERCE IEET U.S. Patent and Trademark Office

OMB No. 0651-0027 (exp. 5/31/2002) To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof 1. Name of conveying party(ies): Name and address of receiving party(ies) Toshihiro Nakajima Name: Yamaha Corporation 7-23-02 Internal Address: Street Address: Additional name(s) of conveying party(ies) 10-1, Nakazawa-cho attached? Hamamatsu-shi 3. Nature of Conveyance: Shizuoka-ken Japan x Assignment Merger Security Agreement Change of Name City: Other State: Zip: Additional name(s) & Yes July 8, 2002 **Execution Date:** address(es) attached: 4. Application number(s) or patent number(s): If this document is being filed together with a new application, the execution date of the new application is: July 8, 2002 A. Patent Application No.(s): B. Patent No.(s): 10,200407 Additional numbers attached? 5. Name and address of party to whom correspondence 6. Total number of applications and concerning document should be mailed: patents involved: DICKSTEIN SHAPIRO MORIN & OSHINSKY LLP 7. Total fee (37 CFR 3.41) 40.00 Internal Address: Atty. Dkt.: T2171.0203/0US0 Enclosed Street Address: Authorized to be charged to deposit account 1177 Avenue of the Americas, 41st Floor Authorized to be charged to credit card (Form 2038 enclosed) 8. Deposit account number: City: State: Zip: 50-2215 NY 10036-2714 New York (Attach duplicate copy of this page if paying by deposit account) DO NOT USE THIS SPACE 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. July 23, 2002 Mark J. Thronson (33,082) Name of Person Signing Signature Date Total number of pages including cover sheet, attachments, and documents: 07/26/2002 MASEAM1 00000037 10200407 40.00 DP 1481841 v1; VR#901!.DOC

> **PATENT** REEL: 013130 FRAME: 0628

ASSIGNMENT BY INVENTORS

THIS ASSIGNMENT, by <u>Toshihiro Nakajima</u> (hereinafter referred to as "Assignor(s)"), residing at <u>Hamamatsu-shi</u>, <u>Shizuoka-Kén</u>, Japan

whereas, Assignors have invented certain new and useful improvements in OPTICAL FIBER POSITIONING METHOD AND OPTICAL FIBER POSITIONING PLATE, set forth in a patent application for Letters Patent of the United States, executed concurrently herewith; and

"Assignee"), having offices at 10-1, Nakazawa-cho, Hamamatsu-shi,

Shizuoka-Ken, Japan, is desirous of acquiring the entire right, title and interest in and to said inventions and said Application for Letters Patent of the United States, and in and to any Letters Patent of the United States to be obtained therefor and thereon.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, Assignors have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions and application for Letters Patent, and in and to any and all direct and indirect divisions, continuations and continuations—in—part of said application, and any and all Letters Patent in the United States and all foreign countries which may be granted therefor and thereon, and reissues, reexaminations and extensions of said Letters Patent, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by

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PATENT REEL: 013130 FRAME: 0629 Assignee, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent may be granted and/or extended, as fully and entirely as the same would have been held and enjoyed by Assignors, had this sale and assignment not been made.

AND for the same consideration, Assignors hereby represent and warrant to Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, except for any rights, titles and/or interests that have arisen to Assignee under law or that have already been transferred to Assignee, Assignors are the sole and lawful owners of the entire right, title and interest in and to the said inventions and application for Letters Patent above-mentioned, and that the same are unencumbered and that Assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, Assignors hereby covenant and agree to and with Assignee, its successors, legal representatives and assigns, that Assignors will sign all papers and documents, take all lawful oaths and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of any Letters Patent and applications for Letters Patent for said inventions, without charge to Assignee, its successors, legal representatives and assigns, whenever counsel of Assignee, or counsel of its successors, legal representatives and assigns, shall advise: that any proceeding in connection with said inventions, or said Patent application for Letters Patent, or any proceeding in connection with any Letters Patent or applications for Letters Patent for said inventions in any country, including but not limited to interference proceedings, is lawful and desirable; or, that any division, continuation or continuation—

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in-part of any application for Letters Patent, or any reissue, reexamination or extension of any Letters Patent, to be obtained thereon, is lawful and desirable.

AND Assignors hereby request the Commissioner of Patents and Trademarks to issue said Letters Patent of the United States to Assignee, as Assignee of said inventions and the Letters Patent to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives and assigns.

AND Assignors hereby grant the following individuals 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: Edward A. Meilman, Reg. No. 24,735, Gary M. Hoffman, Reg. No. 26,411, Steven I. Weisburd, Reg. No. 27,409, Thomas J. D'Amico, Reg. No. 28,371, Donald A. Gregory, Reg. No. 28,954, Stephen A. Soffen, Reg. No. 31,063, James W. Brady, Jr., Reg. No. 32,115, Jon D. Grossman, Reg. No. 32,699, Mark J. Thronson, Reg. No. 33,082, Michael J. Scheer, Reg. No. 34,425, and Eric Oliver, Reg. No. 35,307, of Dickstein Shapiro Morin & Oshinsky LLP.

AND Assignors acknowledge an obligation of assignment of this invention to Assignee at the time the invention was made.

Assignor(s):

Joshihiro Nakajima

RECORDED: 07/23/2002

Date: 8/07/2002

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