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5-28-03 PA1



102461734

To the Honorable Commissioner of Patents and Trademarks: Please Record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Olivetti Canon Industriale S.p.A.

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

2. Name and address of receiving party(ies)

Name: Olivetti Tecnost S.p.A.

Internal Address: Via G. Jervis 77, 10015 Ivrea (TO) Italy

Street Address: same as internal address above

City: State: Zip:

Additional Name(s) & address(es) attached? ☒ Yes ☐ No

3. Nature of conveyance:

☐ Assignment☐ Merger☒ Agreement☐ Change of Name☐ Other

Execution Date: March 9, 2001

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

If this document is being filed together with a new application, the execution data of the application is:

A. Patent Application No.(s)

B. Patent No.(s)

5,187,527

5,181,712

5,205,550

Additional numbers attached? ☒ Yes ☐ No

5. Name and address of party to whom correspondence concerning this document should be mailed:

Name: Edward F. McKie, Jr.

Internal Address: Banner & Witcoff, Ltd.

Eleventh Floor, 1001 G Street, NW

Washington, D.C. 20001-4597

Street Address: same as internal address

City: State: Zip:

6. Total number of applications and patents involved: 9

7. Total fee (37 CFR 3.41) \$ 400.00

☐ Enclosed☒ Authorized to be charged to deposit account

8. Deposit account number:

19-0733

(Attach duplicate copy of this page if paying by deposit account)

05/30/2003 EECOPER 00000171 190733 5187527

01 FC:0021 40.00 CH

DO NOT USE THIS SPACE

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.

Bradley C. Wright / Reg. No. 38,061

Name of Person Signing

Signature

May 28, 2003

000280.00027

Total number of pages including cover sheet, attachments, and documents: 9

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

2. Name and address of other receiving party

Name: Canon Kabushiki Kaisha

Internal Address:

30-2, Shimomaruko 3-chome, Ohta-ku, Tokyo 146-8501 JAPAN

Street Address: same as internal address

Additional Name(s) & address(es) attached? ☐ Yes ☒ No

4. Patent Numbers continued:

5,319,425

5,308,224

5,325,158

5,326,091

5,495,275

5,581,334

5,534,985

Additional numbers attached? ☐ Yes ☒ No

000280.00027

PATENT ASSIGNMENT AGREEMENT

This Patent Assignment Agreement (hereinafter "Agreement"), effective as of March 9, 2001 (hereinafter "Effective Date"), by and among Olivetti-Canon Industriale S.p.A., an Italian corporation having its principal place of business at Viale Camillo Olivetti 8, 10011 Agliè (TO), Italy (hereinafter "OCI"), Olivetti Tecnost S.p.A. (formerly "Olivetti Lexicon S.p.A."), an Italian corporation having its principal place of business at Via G. Jervis 77, 10015 Ivrea (TO), Italy (hereinafter "Olivetti Tecnost") and Canon Inc., a corporation registered in the name of Canon Kabushiki Kaisha under the laws of Japan and having its principal place of business at 30-2, Shimomaruko 3-chome, Ohta-ku, Tokyo 146-8501, Japan (hereinafter "Canon"),

WITNESSETH:

WHEREAS, OCI owns all right, title and interest in and to certain patents, patent applications and certain other related patent rights; and

WHEREAS, Olivetti Tecnost and Canon desire to acquire and OCI is willing to assign to Olivetti Tecnost and Canon all of OCI's right, title and interest in and to the said patents, patent applications and related patent rights;

NOW, THEREFORE, in consideration of the foregoing, the covenants herein contained, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, OCI, Olivetti Tecnost and Canon agree as follows:

1. OCI represents and warrants that it owns all right, title and interest in and to the patents and patent applications listed in Attachment A hereto and all patents issuing on or registered from the foregoing patent applications (all hereinafter collectively the "OCI Patents").
2. OCI represents and warrants that, except the OCI Patents, it owns no patents and patent applications (including utility models, design patents and design registrations and any application therefor) in any country of the world having effective filing date on or before the Effective Date.
3. Subject to Olivetti Tecnost's and Canon's payment to OCI of the lump sum under Section 4 below, OCI hereby transfers, grants, conveys, assigns and relinquishes equally to Olivetti Tecnost and Canon, with undivided fifty percent (50%) ownership rights for each Olivetti Tecnost and Canon, its right, title and interest in and to each of the OCI Patents.
4. The full consideration for the transfer, grant, conveyance, assignment and relinquishment under Section 3 above shall be Five Hundred Million Lira (Lit. 500,000,000), being equally borne by Olivetti Tecnost and Canon in the amount of Two Hundred Fifty Million Lira (Lit. 250,000,000) each, which shall become due on the Effective Date under the Basic Agreement executed as of December 22. Olivetti Tecnost and Canon hereby confirm that each of them has made the foregoing payment

on the Effective Date and OCI hereby confirms that it has received all of the foregoing payment from Olivetti Tecnost and Canon on the Effective Date.

- 5 From time to time after the Effective Date, upon the request of Olivetti Tecnost and/or Canon, as the case may be, and at the expense equally born by Olivetti Tecnost and Canon, OCI agrees to execute and deliver to Olivetti Tecnost and Canon such further conveyance instruments as may be necessary or desirable to evidence the transfer of ownership of the OCI Patents to Olivetti Tecnost and Canon, or the original ownership of the OCI Patents on the part of OCI. OCI further agrees to provide, upon request of Olivetti Tecnost and/or Canon and at the expense of the requesting party or parties, testimony in connection with any proceeding affecting the right, title, interest, or benefit of Olivetti Tecnost and/or Canon in and to the OCI Patents and to perform any other acts deemed necessary to carry out the intent of this Agreement. Such expenses shall be invoiced from time to time by OCI to the bearing party or parties with reasonable evidence of expenses incurred, and the invoices shall be paid by the bearing party or parties within sixty (60) days after receipt thereof.
6. OCI hereby acknowledges that from the Effective Date forward, Olivetti Tecnost and Canon have succeeded to all of OCI's right, title, and standing to receive all rights and benefits pertaining to the OCI Patents, institute and prosecute all suits and proceedings, and take all actions that may be deemed necessary or proper to collect, assert, or enforce any claim, right, or title of any kind under any and all of the OCI Patents, whether arising on, before or after the Effective Date, defend and compromise any and all such actions, suits, or proceedings relating to such transferred and assigned rights, title, interest, and benefits, and do all other such acts and things in relation thereto.
7. OCI represents and warrants that it did not grant or has not granted to any other parties any rights, licenses, whether exclusive or non-exclusive, privileges, releases and immunities under any and all of the OCI Patents other than in connection with (i) non-exclusive patent cross license agreements entered into by Olivetti S.p.A. on behalf of the Olivetti Group or (ii) the non-exclusive patent cross license agreement entered into by Canon with Xerox Corporation in 1996, and that it did not or is not bringing any actions, suits or proceedings to assert or enforce any claim, right, or title of any kind under any and all of the OCI Patents.
8. OCI represents and warrants that no consents of any other parties are necessary under any agreements concerning any of the OCI Patents in order for the transfer and assignment of any of the OCI Patents under this Agreement to be legally effective.
9. OCI represents and warrants that, upon consummation of this Agreement, Olivetti Tecnost and Canon shall equally have good and marketable title to each of the OCI Patents, free and clear of any and all liens, mortgages, encumbrances, pledges, security interests, licenses, or charges of any nature whatsoever.
10. Except as otherwise agreed to by Olivetti Tecnost and Canon, from the Effective Date forward, the prosecution and maintenance of OCI Patents and any request, response, amendment or other proceedings related thereto shall be performed by Olivetti Tecnost or its parent company Olivetti S.p.A., which shall be based upon the discussion and agreement with Canon, and any and all costs and expenses for any of the foregoing

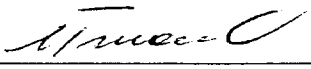
shall be equally born by Olivetti Tecnost and Canon. Such costs and expenses shall be invoiced from time to time by Olivetti Tecnost or Olivetti S.p.A. to Canon with reasonable evidence of costs and expenses incurred, and the invoices shall be paid by Canon within sixty (60) days after receipt thereof. Olivetti Tecnost shall keep Canon informed of the status of OCI Patents, and shall provide Canon with copies of all correspondence received from the patent offices, with the opportunity for Canon from time to time to advise Olivetti Tecnost on courses of action with respect to prosecution or other proceeding of OCI Patents.

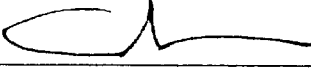
11. Each of Olivetti Tecnost and Canon may freely practice the OCI Patents to manufacture, have manufactured, sell, offer for sale, import, lease and otherwise dispose of any products, parts and components without any further compensation to the other joint owner party and OCI, and may grant a non-exclusive license under the OCI Patents to any third party without consent of, and any payment or compensation to, the other joint owner party and OCI. Any income or other consideration derived from such licensing shall vest solely in the licensing party. Subject to the foregoing, from the Effective Date forward, each of Olivetti Tecnost and Canon agrees that it shall not assign or transfer to any third party its rights, titles and interests in and to OCI Patents without prior written consent of the other.
12. This Agreement shall inure to the benefit of, and be binding on, the parties hereto together with their respective legal representatives, heirs, successors, and assigns.
13. This Agreement shall be governed by and construed in accordance with the laws of New York, U.S.A.
14. This Agreement has been made pursuant to the Basic Agreement executed as of December 22, 2000.

IN WITNESS WHEREOF, each party hereto has executed this Agreement in triplicate as of the date below.

Olivetti-Canon Industriale S.p.A.

Olivetti Tecnost S.p.A.

By 

By 

Name Giovanni Truant

Name Corrado Ariaudo

Title Chief Executive Officer

Title Chief Executive Officer

Date _____

Date _____

Canon Inc.

By 

Name Ikuo Soma

Title Director, Chief Executive of
Office Imaging Products Operations

Date 22. MAR. 01.

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OCI Patents

DOCKET N°	SUBJECT MATTER	COUNTRY	STATUS	PAT N° APPL. N°	APPLICATION DATE	GRANTING DATE	EXPIRY DATE	NOTES
1424	Device for eliminating sheet curl	EPO (FR, DE, GB, NL) EPO DIV (FR, DE, GB, NL) JAPAN ITALY USA	Patent Patent Application Patent Patent	485,123 616,264 284,701-91 1,247,776 5,187,527	1-Nov-91 1-Nov-91 1-Nov-91 6-Nov-90 6-Nov-91	17-May-95 15-Jan-97 30-Dec-94 16-Feb-93	2011 2011* 2011 2010 2011	
1426	Device for the introduction of sheets into a machine for the reproduction or printing of documents	EPO (FR, DE, GB, NL) JAPAN ITALY USA	Patent Application Patent Patent	490,512 324,67/91 1,241,343 5,181,712	25-Nov-91 9-Dec-91 10-Dec-90 26-Nov-91	13-Sep-95 10-Jan-94 26-Jan-93	2011 2011 2010 2010	
1428	Device for blocking the entrance of a sheet feeder	EPO (FR, DE, GB, NL) JAPAN ITALY USA	Patent Patent Patent Patent	492,885 2,914,806 1,241,371 5,205,550	10-Dec-91 24-Dec-91 24-Dec-90 23-Dec-91	27-Sep-95 16-Apr-99 10-Jan-94 27-Apr-93	2011 2011 2010 2010	
1442	Fixing device for copying machines	EPO (FR, DE, GB, NL) JAPAN ITALY USA	Patent Application Patent Patent	541,285 291,141/92 1,250,851 5,319,425	27-Oct-92 29-Oct-92 5-Nov-91 4-Nov-92	25-Sep-96 21-Apr-95 7-Jun-94	2012 2012 2011 2011	Abandoned
1446	A photocopying machine with an auxiliary sheet feeder	EPO (FR, DE, GB, NL) JAPAN ITALY USA	Patent Application Application Patent	551,643 346,644/92 TO92A000017 5,326,091	11-Jan-93 28-Dec-92 13-Jan-92 23-Dec-92	19-Mar-97 5-Jul-94	2013 2012 2012 2011	Abandoned
1447	Paper cassette positioning apparatus	EPO (FR, DE, GB, NL) JAPAN ITALY USA	Patent Application Patent Patent	554,113 14893-93 1,257,370 5,364,086	29-Jan-93 1-Feb-93 30-Jan-92 29-Jan-93	23-Apr-97 15-Jan-96 15-Nov-94	2013 2013 2012 2011	Abandoned
1448	Antivibration suspension device for a blower	EPO (FR, DE, GB, NL) JAPAN ITALY USA	Patent Application Patent Patent	555,983 22763-93 1,256,858 5,308,224	3-Feb-93 10-Feb-93 10-Feb-92 8-Feb-93	16-Apr-97 27-Dec-95 3-May-94	2013 2013 2012 2011	Abandoned

PATENT

REEL: 014108 FRAME: 0088

OCI Parents

		EPO (FR, DE, GB, NL) JAPAN ITALY USA	Patent Application Patent Patent	556,975 25678-93 1,256,874 5,325,158	3-Feb-93 15-Feb-93 17-Feb-92 8-Feb-93	19-Jun-96 27-Dec-95 28-Jun-94	2013 2013 2012 2011	Abandoned
1449	Ventilation and cooling device for a photocopier							
		EPO (DE, FR, GB) JAPAN ITALY USA	Application Application Patent Patent	93305574-1 216005/93 1,257,082 5,495,275	15-Jul-93 31-Aug-93 31-Aug-92 26-Aug-93 5-Jan-96 27-Feb-96	2013 2013 2012 2013	
1464	Heating device for fixing information on an information medium							
		EPO (FR, DE, GB, NL) ITALY USA	Application Patent Application	94,309,240 1,272,075 08/354025	12-Dec-94 16-Dec-93 6-Dec-94 11-Jun-97	2014 2013 2014	Abandoned
1489	Method of increasing the working life of a heating element of a fixing device and associated fixing device							
		EPO (FR, DE, GB, NL) ITALY USA	Patent Patent Patent	666,516 1,268,013 5,581,334	1-Feb-95 7-Feb-94 19-Jan-95	16-Sep-98 20-Feb-97 3-Dec-86	2015 2014 2015	
1491	Development unit for electrophotographic copier							
		EPO (FR, DE, GB, NL) ITALY USA	Patent Patent Patent	668,549 1,267,395 5,534,985	1-Feb-95 21-Feb-94 14-Feb-95	25-Aug-99 5-Feb-97 9-Jul-96	2015 2014 2015	
1493	Cleaning device for a fixing unit							
		ITALY EPO	Patent Application	1,297,348 98124702-6	29-Dec-97 23-Dec-98	1-Sep-99	2017 2018	
1601	Device for feeding a sheet for duplex copying and associated method of operation							
		ITALY EPO	Application Application	TO98A000295 99106598-8	6-Apr-98 31-Mar-99	2018 2019	
1603	Large capacity multiple format paper tray for an office machine							