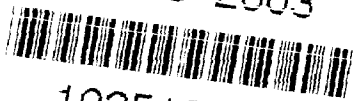


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U.S. DEPARTMENT OF COMMERCE
PATENT AND TRADEMARK OFFICE

Y

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

1. Name of conveying part(ies): **7-29-03**
Kozo Saito
Mohammed I. Hassan Ali
Akira Numasato
Mohammed A. Omar
Masahito Sakakibara
Toshikazu Suzuki
Yasuo Tanigawa

2. Name and address of receiving part(ies):
Toyota Motor Manufacturing North America, Inc.

Internal Address: _____

Additional name(s) of conveying parties attached? Yes No

3. Nature of Conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other: _____

Street Address: 25 Atlantic Avenue

City: Erlanger State: Kentucky Zip: 41018-3188

Execution Date: July 8, 2003, July 22, 2003

Additional name(s) and address(es) attached? Yes No

4. Application number(s) or patent number(s):
If this document is being filed together with a new application, the execution date of the application is: July 8, 2003, July 22, 2003

A. Patent Application No.(s) 10629426

B. Patent No.(s)

Additional numbers attached? Yes No

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

Name: Joshua A. Lorentz

Internal Address: Dinsmore & Shohl

Street Address: 1900 Chemed Center
255 East Fifth Street

City: Cincinnati State: Ohio Zip: 45202

6. Total number of applications and patents involved: [1]

7. Total Fee (27 CFR 3.41) . . . \$ 40.00

- Enclosed
- Please charge the amount of \$40.00 to our Visa credit card account. Form PTO-2038 is attached with Patent Application Transmittal
- Please charge any deficiencies or credit any overpayment to deposit account
- Authorization to be charged to deposit account

8. Deposit Account Number: _____

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

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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.

Joshua A. Lorentz, Reg. No. 52,406
Name of Person Signing, Registration Number

Signature

7/29/03

Date

Total Number of pages including cover sheet

[4]

CERTIFICATE OF EXPRESS MAILING

"Express Mail" mailing label #: EL845308235US

Date of Deposit: 7/29/03

I hereby certify that this paper or fee is being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 37 CFR 1.10 on the date indicated above and is addressed to: Mail Stop Patent Application; P.O. Box 1450; Commissioner for Patents; Alexandria, VA 22313-1450.

Melissa Wiesman

ASSIGNMENT

WHEREAS, WE, Kozo Saito, a citizen of the Japan, residing at 2904 Middlesex Ct., Lexington, Kentucky 40503, Mohammed I. Hassan Ali, a citizen of Egypt, residing at 3390 Moundview Ct., Lexington, Kentucky 40502, Akira Numasato, a citizen of Japan, residing at Hirayama-cho 1-10, Residence Hirayama 2301, Toyota-shi, Aichi 471-0827, Japan, Mohammed A. Omar, a citizen of Jordan, residing at 562 Woodland Avenue, Apt-13, Lexington, Kentucky 40508, Masahito Sakakibara, a citizen of Japan, residing at Kamisato 1-17-11, Okazaki-shi, Aichi 444-2136, Japan, Toshikazu Suzuki, a citizen of Japan, residing at 5-23-36 Asahi, Toyota, Aichi 471-0031 and Yasuo Tanigawa, a citizen of Japan, residing at 1526 Whispering Pines Dr., Hebron, Kentucky 41048 (hereinafter referred to as "ASSIGNORS"), have invented **Systems and Methods for Inspecting Coatings**, for which we have executed an application for Letters Patent of the United States, and

WHEREAS, Toyota Motor Manufacturing North America, Inc., of 25 Atlantic Avenue, Erlanger, Kentucky 41018-3188, a corporation duly organized and existing under the laws of the State of Kentucky, (hereinafter referred to as "ASSIGNEE"), is desirous of acquiring the entire interest therein:

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) to us in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, we, said ASSIGNORS, hereby sell, assign, and transfer and set over, unto said ASSIGNEE, its successors, legal representatives and assigns, the entire right, title and interest in, to and under said invention, and said United States application and all divisions, renewals, and continuations thereof, and all Patents of the United States which may be granted thereon and all reissues, reexaminations and extensions thereof; and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, and designs which may hereafter be filed for said invention in any country or countries foreign to the United States, together with the right to file such applications and the right to claim for the same the priority rights derived from said United States application under the Patent Laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all forms of industrial property protection, including, without limitation, patents, utility models and designs which may be granted for said invention in any country or countries foreign to the United States and all extensions, renewals, reexaminations and reissues thereof;

ASSIGNORS HEREBY authorize and request the Director of the United States Patent and Trademark Office, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to said ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

ASSIGNORS HEREBY grant the firm of DINSMORE & SHOHL LLP the power to insert in this Assignment any further identification or information 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.

ASSIGNORS HEREBY covenant and agree that they have full right to convey the entire interest herein assigned, and that they have not executed, and will not execute, any agreement in conflict herewith.

ASSIGNORS HEREBY further covenant and agree that they will communicate to said ASSIGNEE, its successors, legal representatives and assigns, any facts known to them respecting said invention, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing, reissue, reexamination and foreign applications, make all rightful oaths, and generally do everything possible to aid said ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper protection for said invention in all countries.

Date: 7-8-03

Kozo Saito
Kozo Saito

STATE OF Kentucky)
COUNTY OF Fayette) ss
)

Sworn to and subscribed before me this 8th day of July, 2003.

Sally A. McGuire
Notary Public Expires 3/29/09

Date: 7/8/03

Mohammed I. Hassan Ali
Mohammed I. Hassan Ali

STATE OF Kentucky)
COUNTY OF Fayette) ss
)

Sworn to and subscribed before me this 8th day of July, 2003.

Sally A. McGuire
Notary Public Expires 3/29/09

Date: 7/22/03

Akira Numasato
Akira Numasato

STATE OF)
COUNTY OF Japan) ss
)

Sworn to and subscribed before me this 22th day of July, 2003.

Notary Public

