

ASSIGNM



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Commissioner of Patents:

Please record the attached document.

1. Name of conveying parties:

- a) **Makoto Tabata**
- b) **Kei Asai**
- c) **Shinichi Ito**

12.22.03

2. Name and address of receiving party:

- a) Name: **OMRON Healthcare Co., Ltd.**
Address: **24 Yamanouchi, Yamanoshita-cho
Ukyo-ku, Kyoto 615-0084, 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: **December 11, 2003**

4. Application Number or Patent Number: To be assigned.

The title of the application is: **LIQUID ATOMIZER**

5. Please send all correspondence concerning this document to:

**Beyer Weaver & Thomas, LLP
P.O. Box 778
Berkeley, CA 94704-0778**

**Ph: (510) 843-6200
Fax: (510) 843-6203
Customer Number: 022434**

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6. Total number of applications and patents involved: 1

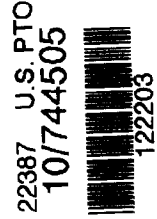
7. Total fee (37 CFR 3.41): \$40.00

- Enclosed.
- Any additional fees are authorized to be charged to Deposit Account No. 500388 (Order No. OMHCP001).

Date: December 22, 2003

Keiichi Nishimura
Registration No. 29,093

Attorney Docket No. OMHCP001



ASSIGNMENT

WHEREAS, Makoto Tabata of Kyoto, Kei Asai of Otsu, Shiga, and Shinichi Ito of Kyoto, all of 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 LIQUID ATOMIZER;

WHEREAS, OMRON HEALTHCARE Co., Ltd., a corporation of Japan, having a place of business at 24 Yamanouchi, Yamanoshita-cho, Ukyo-ku, Kyoto 615-0084, Japan, hereinafter referred to as "Assignee," desire 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) 11 day of December, 2003,

(2) 11 day of December, 2003

(3) 11 day of December, 2003, respectively.

(1) Makoto Tabata
Makoto Tabata (Inventor)

(2) Kei Asai
Kei Asai (Inventor)

(3) Shinichi Ito
Shinichi Ito (Inventor)