

R

12-01-2004



102892499

To the Assistant Commis

ed original documents or copy thereof.

22154 U.S. PTO
10/993434



112204

1. Name of conveying party(ies):
Kazuya NISHIMURA 11-22-04
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):
Name: OLYMPUS CORPORATION
Internal Address:
Street Address: 2-3, Kuboyama-cho, Hachioji-shi
Tokyo 192-8512, JAPAN
Additional name(s) & address(es) attached? Yes No

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

Execution Date: 1 November 2004

10/993434

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: 1 November 2004
A. Patent Application No.(s) B. Patent No.(s)

Additional numbers attached: Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
John C. Altmiller
Kenyon & Kenyon
1500 K Street, N.W., Suite 700
Washington, DC 20005-1257

6. Total number of applications and patents involved: 1
7. Total fee (37 CFR 3.41).....\$40.00
 Enclosed
 Authorized to be charged to deposit account
8. Deposit account number:
11-0600

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.

John C. Altmiller
Name of Person

Signing Signature

22 November 2004
Date

Total number of pages including cover sheet, attachments, and document: 4

11/30/2004 ECDOPER 00000129 110600 10993434
01 FC:8021 40.00 DA

ASSIGNMENT

WHEREAS, I,

Kazuya NISHIMURA, a citizen of Japan,
with Post Office Address at
c/o Intellectual Property Department
OLYMPUS CORPORATION
2-3, Kuboyama-cho, Hachioji-shi
Tokyo 192-8512, JAPAN

(hereinafter also referred to as "the Assignor"); have invented new and useful improvements in an **VARIABLE MAGNIFICATION LENS AND IMAGING APPARATUS USING THE SAME**, for which I have made application for Letters Patent of the United States, said application having been filed on _____, Serial Number _____; and

WHEREAS, OLYMPUS CORPORATION, a Japanese company with a place of business at 43-2, Hatagaya 2-chome, Shibuya-ku, Tokyo 151-0072, Japan, (hereinafter referred to as "the Assignee"), is desirous of acquiring the entire right, title and interest in and to the application and invention therein described and claimed and any Letters Patent that may be issued upon the application or for the improvements therein contained.

NOW, THEREFORE, in consideration of the equivalent of One U. S. Dollar (U. S. \$1.00) and other valuable consideration furnished by Assignee to me, receipt and sufficiency of which I hereby acknowledge, I hereby, without reservations:

1. Assign, transfer, and convey to Assignee the entire right, title, and interest in and to said inventions and discoveries, said application for Letters Patent of the

United States of America, any and all other applications for Letters Patent on said inventions and discoveries in whatsoever countries, including all divisional, renewal, substitute, continuation, and Convention applications based in whole or in part upon said invention or discoveries, or upon said applications, and any and all Letters Patent, reissues, and extensions of Letters Patent granted for said inventions and discoveries or upon said applications, and every priority right that is or may be predicted upon or arise from said inventions, said discoveries, said applications, and said Letters Patent.

2. Authorize Assignee to file patent applications in any or all countries for any or all of said inventions and discoveries in my or in the name of Assignee or otherwise as Assignee may deem advisable under the International Convention or otherwise.

3. Authorize and request the Commissioner of Patents and Trademarks of the United States of America to issue or transfer all said Letters Patent to Assignee, as assignee of the entire right, title, and interest therein or otherwise as Assignee may direct.

4. Warrant that I have not knowingly conveyed to others any right in said inventions, discoveries, applications, or patents or any license to use the same or to make, use, or sell anything embodying or utilizing any of said inventions or discoveries; and that I have good right to assign the same to Assignee without encumbrance.

5. Bind my heirs, legal representatives, and assigns, as well as myself, to do, upon Assignee's request and at Assignee's expense, but without additional consideration to me or them, all acts reasonably serving to assure that the said inventions and discoveries, the said patent applications, and the said Letters Patent shall be held and enjoyed by Assignee as fully and entirely as the same could have been held and enjoyed by me, my heirs, legal representatives, and assigns if this

assignment had not been made; and particularly to execute and deliver to Assignee all lawful application documents including petitions, specifications, and oaths, and all assignments, disclaimers, and lawful affidavits in form and substance as may be requested by Assignee; to communicate to Assignee all facts known to me relating to said inventions and discoveries or the history thereof; and to furnish Assignee with any and all documents, photographs, models, samples, and other physical exhibits in my control or in the control of my heirs, legal representatives, or assigns which may be useful for establishing the facts of my conceptions, disclosures, and reduction to practice of said inventions and discoveries.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal
this 1 day of Nov., 2004.

Kazuya Nishimura
Kazuya NISHIMURA

WITNESSED BY:

Name

Address