



02-10-2005

24/00

RECORD F



102937318

To the Director of the U.S. Patents and Trademark

Documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Hirohiko Matsuzawa  
Takeshi Yokoi  
Tatsuya Orihara  
Mitsujiro Konno

Execution Date(s) 1/11/05 & 1/12/05

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

2. Name and address of receiving party(ies)

Name: OLYMPUS CORPORATION

Internal Address:

Street Address: 43-2 Hatagaya 2-Chome

Shibuya-Ku

City:

State:

Country: Tokyo 151-0072 Zip: Japan

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

3. Nature of conveyance:

- Assignment  Merger
- Security Agreement  Change of Name
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other \_\_\_\_\_

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

A. Patent Application No.(s)  
10/929,477

This document is being filed together with a new application.

B. Patent No.(s)

Additional numbers attached?  Yes  No

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

Name: John C. Altmiller

Internal Address:

Street Address: 1500 K Street, N.W., Suite 700

City: Washington, D.C.

State: Zip: 20005-1257

Phone Number: (202) 220-4200

Fax Number: (202) 220-4201

Email Address: JAltmiller@Kenyon.com

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number 11-0600

Authorized User Name \_\_\_\_\_

9. Signature :

*Shawn W. O'Dowd*  
Signature

February 4, 2005  
Date

Shawn W. O'Dowd

Total number of pages including cover sheet, attachments, and documents 5

02/09/2005 DBYRNE 00000129, 110600, 10929477  
Name of Person Signing

01 FC:8021

40.00 BA

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

## ASSIGNMENT

WHEREAS, WE,

Hirohiko MATSUZAWA, 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,

Takeshi YOKOI, 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,

Tatsuya ORIHARA, 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,

and

Mitsujiro KONNO, 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 Assignors"); have invented new and useful improvements in an **CAPSULE TYPE ENDOSCOPE**, for which we have made application for Letters Patent of the United States, said application having been filed on August 31, 2004, Serial Number 10/929,477 ; 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 us, receipt and sufficiency of which we hereby acknowledge, we 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 our names 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 we 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 we have good right to assign the same to Assignee without encumbrance.

5. Bind our heirs, legal representatives, and assigns, as well as ourselves, to do, upon Assignee's request and at Assignee's expense, but without additional consideration to us 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 us, our 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 us 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 our control or in the control of our heirs, legal representatives, or assigns which may be useful for establishing the facts of our conceptions, disclosures, and reduction to practice of said inventions and discoveries.

IN TESTIMONY WHEREOF, we have hereunto set our hands and seal the day(s) entered in the spaces on the right-hand side of our names.

*Hirohiko Matsuzawa*

Hirohiko MATSUZAWA

*Jan, 11, 2005*

date

WITNESSED BY:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

*Takeshi Yokoi*

Takeshi YOKOI

*Jan. 12, 2005*

date

WITNESSED BY:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

*Tatsuya Orihara*

Tatsuya ORIHARA

*Jan. 11, 2005*

date

WITNESSED BY:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

*Mitsujiro Konno*

Mitsujiro KONNO

*Jan. 11, 2005*

date

WITNESSED BY:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address