

03-09-2005

COVER SHEET

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-Y

Attorney's Docket No. 030658-101



To the Director of the Unit

102955559

Record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Yasushi OBATA  
Kohji KAKEFUDA

2. Name and address of receiving party(ies):

Name: Rigaku Corporation

Address:  
3-9-12, Matsubara-cho, Akishima-shi  
Tokyo 196-8666 Japan

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

3. Nature of conveyance:

- Assignment  Merger
- Security Agreement  Change of Name
- Other

Execution Date: 02/04/2005

Additional name(s) & addresses 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: 02/04/05

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:

Name: Platon N. Mandros

Address:

Burns, Doane, Swecker & Mathis, L.L.P.  
Customer Number 2 1 8 3 9  
P.O. Box 1404  
Alexandria, Virginia 22313-1404

6. Total number of applications and patents involved:

7. Total fee (37 CFR 3.41).....\$ 40.00 (8021)

- Enclosed
- Authorized to be charged to deposit account
- Credit card. Form PTO-2038 is attached.

8. Deposit account number:

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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.

Platon N. Mandros  
Name of Person Signing

22,124  
Reg. No.

Signature *By No 32131*

February 25, 2005  
Date

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

Mail documents to be recorded with required cover sheet information to:  
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03/01/2005 AADDF01 00000062 11066142

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112913 U.S. PTO  
11/066142

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# ASSIGNMENT (JOINT)

THIS ASSIGNMENT, by (1) Yasushi OBATA and (2) Kohji KAKEFUDA,  
residing at (1) Hanno-shi Saitama 357-0041, Japan and (2) Akishima-shi,  
Tokyo 196-0015, Japan

\_\_\_\_\_ (hereinafter referred to as "the Assignors"),  
respectively, witnesseth:

WHEREAS, the Assignors have invented certain new and useful improvements in  
X-RAY ANALYSIS APPARATUS set forth in an  
application for Letters Patent of the United States, [ ] which is a provisional application to be filed  
herewith; [ ] which is a non-provisional application having an oath or declaration executed on even  
date herewith prior to filing of application; [ ] bearing Application No. \_\_\_\_\_  
and filed on \_\_\_\_\_; and

WHEREAS, RIGAKU CORPORATION  
a corporation duly organized under and pursuant to the laws of JAPAN and having its  
principal place of business at 3-9-12 Matsubara-cho, Akishima-shi, Tokyo 196-8666,  
Japan (hereinafter referred to as "the Assignee"), is desirous of acquiring the  
entire right, title, and interest in and to said inventions, the right to file applications on said  
inventions and the entire right, title and interest in and to any applications, including provisional  
applications for Letters Patent of the United States or other countries claiming priority to said  
application, and in and to any Letters Patent or Patents, United States or foreign, to be obtained  
therefor and thereon.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and  
sufficient consideration, the receipt of which is hereby acknowledged, the Assignors have sold,  
assigned, transferred, and set over, and by these presents do sell, assign, transfer, and set over,  
unto the Assignee, its successors, legal representatives, and assigns the entire right, title, and  
interest in and to the above-mentioned inventions, the right to file applications on said inventions  
and the entire right, title and interest in and to any applications for Letters Patent of the United  
States or other countries claiming priority to said applications, and any and all Letters Patent or  
Patents of the United States of America and all foreign countries that may be granted therefor and  
thereon, and in and to any and all applications claiming priority to said applications, divisions,  
continuations, and continuations-in-part of said applications, and reissues and extensions of said  
Letters Patent or Patents, and all rights under the International Convention for the Protection of  
Industrial Property, the same to be held and enjoyed by the Assignee, for its own use and behalf  
and the use and behalf of its successors, legal representatives, and assigns, to the full end of the  
term or terms for which Letters Patent or Patents may be granted as fully and entirely as the same  
would have been held and enjoyed by the Assignors had this sale and assignment not been made;

AND for the same consideration, the Assignors hereby covenant and agree to and with  
the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and  
delivery of these presents, the Assignors are the sole and lawful owners of the entire right, title,  
and interest in and to the inventions set forth in said applications and said applications, including  
provisional applications, above-mentioned, and that the same are unencumbered, and that the  
Assignors have good and full right and lawful authority to sell and convey the same in the manner  
herein set forth;

AND for the same consideration, the Assignors hereby covenant and agree to and with the Assignee, its successors, legal representatives, and assigns that the Assignors will, whenever counsel of the Assignee, or the counsel of its successors, legal representatives, and assigns, shall advise that any proceeding in connection with said inventions or said applications for Letters Patent or Patents, or any proceeding in connection with Letters Patent or Patents for said inventions in any country, including interference proceedings, is lawful and desirable, or that any application claiming priority to said application, division, continuation, or continuation-in-part of any applications for Letters Patent or Patents, or any reissue or extension of any Letters Patent or Patents to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement, and defense of Letters Patent or Patents for said inventions, without charge to the Assignee, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns;

AND the Assignors hereby authorize and request the attorneys of BURNS, DOANE, SWECKER & MATHIS, L.L.P. of Alexandria, Virginia, to insert in the spaces provided above the filing date, application number, and attorney docket number of said application when known.

AND the Assignors hereby request the Commissioner of Patents to issue any and all said Letters Patent of the United States to the Assignee as the Assignee of said inventions, the Letters Patent to be issued for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

Date 04, 02, 2005 Name of Assignor Yasushi Obata  
Yasushi OBATA

Date \_\_\_\_\_ Name of Assignor \_\_\_\_\_

Date 04, 02, 2005 Name of Assignor Kohji Kakefuda  
Kohji KAKEFUDA

Date \_\_\_\_\_ Name of Assignor \_\_\_\_\_

Date \_\_\_\_\_ Name of Assignor \_\_\_\_\_

Date \_\_\_\_\_ Name of Assignor \_\_\_\_\_

Date \_\_\_\_\_ Name of Assignor \_\_\_\_\_

Date \_\_\_\_\_ Name of Assignor \_\_\_\_\_  
(day, month, year)