

06-03-2005

DEPARTMENT OF COMMERCE
Patent and Trademark Office

5-31-05 PATENT RECORDATION	
To the Director of the U.S. Patent and Trademark Office	
1. Name of conveying party(ies): PRESIDENT OF GUNMA UNIVERSITY Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. Name and address of receiving party(ies) Name: <u>GUNMA UNIVERSITY</u> Internal Address: _____ Street Address: <u>4-2, Aramaki-Machi</u> <u>Gunma, Mebashi-Shi</u> <u>371-8510</u> <u>JAPAN</u> Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
3. Nature of conveyance/Execution Date(s): Execution Date(s): <u>May 20, 2005</u> <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Change of Name <input type="checkbox"/> Government Interest Assignment <input type="checkbox"/> Other _____	4. Application or patent number(s): <input type="checkbox"/> This document is being filed together with a new application. A. Patent Application No.(s) <u>10/725,464</u> B. Patent No.(s) _____ Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
5. Name and address to whom correspondence concerning document should be mailed: Name: <u>James M. Slattery</u> <u>BIRCH, STEWART, KOLASCH & BIRCH, LLP</u> Internal Address: <u>Atty. Dkt.: 4379-0159P</u> Street Address: <u>8110 Gatehouse Rd</u> <u>Suite 100 East</u> <u>P.O. Box 747</u> City: <u>Falls Church</u> State: <u>VA</u> Zip: <u>22040-0747</u> Phone Number: <u>(703) 205-8000</u> Fax Number: <u>(703) 205-8050</u> Email Address: <u>mailroom@bskb.com</u>	6. Total number of applications and patents involved: <u>1</u> 7. Total fee (37 CFR 1.21(h) & 3.41) \$ <u>40.00</u> <input type="checkbox"/> Authorized to be charged by credit card <input type="checkbox"/> Authorized to be charged to deposit account <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> None required (government interest not affecting title) 8. Payment Information a. Credit Card Last 4 Numbers _____ Expiration Date _____ b. Deposit Account Number _____ Authorized User Name _____
9. Signature: <u>James M. Slattery</u> <u>May 31, 2005</u> Signature Date <u>James M. Slattery - 28,380</u> Name of Person Signing Total number of pages including cover sheet, attachments, and documents: <u>5</u>	

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ASSIGNMENT

WHEREAS, PRESIDENT OF GUNMA UNIVERSITY, a Japanese Citizen of Gunma, Japan, having an office at 4-2, Aramaki-Machi, Mebashi-shi, Gunma, Japan, 371-8510, is the owner by previous assignment, dated March 31, 2004, of the entire undivided right, title and interest of Yusaku FUJII and Takao YAMAGUCHI, in and to an invention for new and useful improvements in or relating to MATERIAL TESTING METHOD for which an application for Letters Patent in the United States was executed on January 9, 2004 and assigned Application Number 10/725,464, and are the owners of an undivided right, title and interest in and to said application by said previous assignment;

WHEREAS, GUNMA UNIVERSITY, a corporation organized and existing under and by virtue of the laws of Japan, having an office at 4-2, Aramaki-Machi, Mebashi-shi, Gunma, Japan, 371-8510, is desirous of acquiring the entire right, title and interest in and to the said application and the invention therein described and claimed and any Letters Patent that may be issued upon said application or for the improvements therein contained;

NOW THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) lawful money of the United States and other valuable considerations, to me in hand paid, the receipt of and sufficiency whereof are hereby acknowledged, the said PRESIDENT OF GUNMA UNIVERSITY, has sold, assigned and transferred and does hereby sell, assign and transfer unto the said GUNMA UNIVERSITY,

its successors and assigns, its entire undivided right, title and interest in and to the said application and the invention therein contained, including all rights of action and damages for past infringement, and including the right to apply for any Letters Patent in the United States of America and in all foreign countries on said invention and including the right to claim the priority of the date of filing in the United States and any Letters Patent that may issue thereon, or therefor, in the United States and foreign countries and all reissues, extensions, renewals, divisions and continuations thereof, to the full end of the term or terms for which said Letters Patent may be issued, to be held and enjoyed by the said GUNMA UNIVERSITY, its successors and assigns the same as it would have been held and enjoyed by PRESIDENT OF GUNMA UNIVERSITY, if this assignment and sale had not been made.

AND, PRESIDENT OF GUNMA UNIVERSITY, hereby authorizes and requests the Commissioner of Patents and Trademarks to issue all such Letters Patents to the said GUNMA UNIVERSITY, in accordance with this instrument of assignment.

PRESIDENT OF GUNMA UNIVERSITY, hereby represents and warrants that there are no rights or interests outstanding inconsistent with the rights and interests granted herein and that PRESIDENT OF GUNMA UNIVERSITY, will not execute any instrument or grant or transfer any rights or interests inconsistent therewith, and PRESIDENT OF GUNMA UNIVERSITY, binds itself and its heirs, executors, administrators, employees and legal representatives, as the case may be, to execute and deliver to the said GUNMA

UNIVERSITY, its successors and assigns, any further documents or instruments and do any and all further acts that may be deemed necessary by the said GUNMA UNIVERSITY, its successors and assigns to file applications for the said improvements and invention in any country where it may elect to file such applications, and that may be necessary to vest in the said GUNMA UNIVERSITY, its successors and assigns, the title herein conveyed, or intended so to be, and to enable such title to be recorded in the United States and foreign countries where such application or applications may be filed.

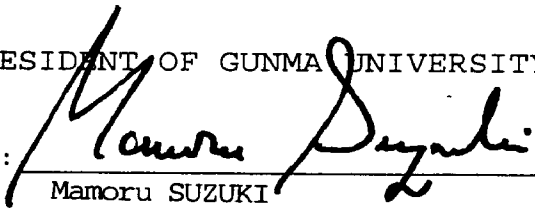
AND, PRESIDENT OF GUNMA UNIVERSITY, further covenants and agrees, in consideration of the premises, that it, its executors and administrators will, at any time upon request, communicate to the said GUNMA UNIVERSITY, its successors and assigns, any facts relating to the said invention and improvements and the history thereof, known to it or its successors and assigns, and that it will testify as to the same in any interference or other proceeding when requested to do so by the said GUNMA UNIVERSITY, its successors and assigns.

The undersigned hereby grants the law firm of Birch, Stewart, Kolasch & Birch, LLP the power to insert on this Assignment any further identification that may be necessary or desirable in order to comply with the rules of the U.S. Patent and Trademark Office for recordation of this document.

IN TESTIMONY WHEREOF, PRESIDENT OF GUNMA UNIVERSITY, has
hereunto set its seal this 20th day of May, 2005.

PRESIDENT OF GUNMA UNIVERSITY,

By:


Mamoru SUZUKI

Title: President