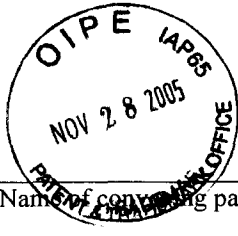


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(AFTER APPLICATION FILED)

ASSIGNMENT

FOR VALUE RECEIVED, WE **Manabu Hakko and Koshi Hatakeyama**

citizens of **Japan**

hereby sell, assign, transfer and convey unto **CANON KABUSHIKI KAISHA**

a corporation of **Japan**

having a place of business at **3-30-2, Shimomaruko, Ohta-ku, Tokyo, Japan**

its successors, assigns and legal representatives (hereinafter called the "Assignee"), the entire right, title, and interest, for all countries, in and to certain inventions relating to

ZOOM OPTICAL SYSTEM

and described in an application for Letters Patent of the United States executed by us, and filed on **September 6, 2005 as Application No. 11/220,736**, and in and to said application, and all divisions, renewals and continuations thereof, and all Letters Patent of the United States which may be granted thereon, and all reissues and extensions thereof, and all applications for Letters Patent or other grants of protection of proprietary rights including, but not limited to, inventor's certificate, utility model, utility certificate, patent of importation, registration of patent and industrial design registration which may be filed, and which may be granted, upon said inventions in any countries or regions foreign to the United States, and all reissues, renewals and extensions thereof; and we hereby authorize and request the Commissioner for Patents and Trademarks of the United States, and all officials of countries or regions foreign to the United States having authority to do so, to issue all such Letters Patent or other grants of protection upon said inventions to the Assignee or to such nominees as it may designate.

AND we authorize and empower the said Assignee or nominees to invoke and claim for any application for such Letters Patent or other grants of protection for said inventions filed by it or them, the benefit of the right of priority provided by the international Convention for the Protection of Industrial Property, as amended, or by a convention which may henceforth be substituted for it, and to invoke and claim such right of priority without further written or oral authorization from us.

AND we hereby consent that a copy of this assignment shall be deemed a full and formal equivalent of any assignment, consent to file or like document which may be required in any country or region for any purpose and more particularly in proof of the right of the said Assignee or nominees to claim the aforesaid benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it.

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AND we hereby covenant that we have the full right to convey the entire right, title and interest herein assigned and that we have not executed and will not execute any agreement in conflict herewith.

AND we hereby covenant and agree that we will communicate to said Assignee or nominees all facts known to us pertaining to said inventions, and testify in all legal proceedings, sign all lawful papers, execute all divisional, continuing and reissue applications, make all rightful oaths and declarations and in general perform all lawful acts necessary or proper to aid said Assignee or nominees in obtaining, maintaining, and enforcing all lawful patent or other grants of protection of said inventions in any and all countries and regions.

By: Manabu Hakko
Manabu Hakko

Date: October 7, 2005

By: Koshi Hatakeyama
Koshi Hatakeyama

Date: October 4, 2005