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To the Director of the U.S. Patent

103201820

... documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):Mamiko Mizuta (08/01/2005) and Hideo Nawata
(08/01/2005)

Execution Date(s): in parentheses after inventor name

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No**3. Nature of Conveyance:**☒ Assignment☐ Merger☐ Security Agreement☐ Change of Name☐ Government Interest Assignment☐ Executive Order 9424, Confirmatory License☐ Other _____**2. Name and address of receiving party(ies)**Name: Teijin Pharma Limited

Internal Address: _____

Street Address: _____

1-1, Uchisaiwaicho 2-chome
Chiyoda-kuCity: Tokyo

State: _____

Country: JAPAN Zip: 100-0011Additional name(s) & address(es) attached? ☐ Yes ☒ No**4. Application or patent number(s):**☒ This document is being filed together with a new application.

A. Patent Application No.(s)

This application

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No**5. Name and address to whom correspondence concerning document should be mailed:**Name: RADER, FISHMAN & GRAUER PLLCInternal Address: Atty. Dkt.: TEI-0134Street Address: 1233 20th Street, N.W.
Suite 501City: WashingtonState: DC Zip: 20036Phone Number: (202) 955-3750Fax Number: (202) 955-3751

Email Address: _____

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

18-0013

Authorized User Name Lee Cheng**9. Signature:**

Signature

August 17, 2005

Date

Lee Cheng - 40,949

Name of Person Signing

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

3

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PATENT

REEL: 017697 FRAME: 0661

ASSIGNMENT AND AGREEMENT

WHEREAS, Mamiko MIZUTA of c/o Teijin Entech Co., Ltd. 4-1, Minohara 3-chome Ibaraki-shi, Osaka, 5670006 Japan, and Hideo NAWATA of c/o Teijin Pharma Limited, Tokyo Research Center, 3-2, Asahigaoka 4-chome, Hino-shi, TOKYO, 191-0065 Japan, (hereinafter referred to singly and collectively as "ASSIGNOR") have invented a certain invention entitled "RESPIRATION-SYNCHRONIZING GAS SUPPLY UNIT" (Int'l Appln. No. PCT/JP2004/002249) for which an application for United States Letters Patent was executed by ASSIGNOR concurrently herewith; and

WHEREAS, Teijin Pharma Limited, a corporation duly organized and existing under the laws Japan ASSIGNEE ___ STATE ___ INC, and having its principal place of business at 1-1, Uchisaiwaicho 2-chome, Chiyoda-ku, Tokyo 100-0011, Japan (hereinafter referred to as "ASSIGNEE") is desirous of acquiring the entire interest therein;

NOW THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR has sold, assigned, and transferred, and by these presents hereby sells, assigns, and transfers, unto ASSIGNEE, its successors and assigns, the full and exclusive right, title, and interest in and to (a) the above-identified invention or inventions and all improvements and modifications thereof, (b) the above-identified application and all other applications for Letters Patent of the United States and countries foreign thereto for the above-identified invention or inventions and all improvements and modifications thereof, (c) all Letters Patent which may issue from said applications in the United States and countries foreign thereto, (d) all divisions, continuations, reissues, and extensions of said applications and Letters Patent, and (e) the right to claim for any of said applications the full benefits and priority rights under the International Convention and any other international agreement to which the United States adheres; such right, title, and interest to be held and enjoyed by ASSIGNEE, its successors and assigns, to the full end of the term or terms for which any and all such Letters Patent may be granted as fully and entirely as would have been held and enjoyed by ASSIGNOR had this Assignment not been made.

ASSIGNOR HEREBY AUTHORIZES AND REQUESTS the Commissioner of Patents and Trademarks to issue said Letters Patent to ASSIGNEE as assignee of the entire interest, for the sole use and benefit of ASSIGNEE, its successors and assigns.

ASSIGNOR HEREBY AGREES (a) to communicate to ASSIGNEE, its successors and assigns, or their representatives or agents, all facts and information known or available to ASSIGNOR respecting said invention or inventions, improvements, and modifications including evidence for interference, reexamination, reissue, opposition, revocation, extension, or infringement purposes or other legal, judicial, or administrative proceedings, whenever requested by ASSIGNEE; (b) to testify in person or by affidavit as required by ASSIGNEE, its successors and assigns, in any such proceeding in the United States or a country foreign thereto; (c) to execute and deliver, upon request by ASSIGNEE, all lawful papers including, but not limited to, original, divisional, continuation, and reissue applications, renewals, assignments, powers of attorney, oaths, affidavits, declarations, depositions; and (d) to provide all reasonable assistance to ASSIGNEE, its successors and

assigns, in obtaining and enforcing proper title in and protection for said invention or inventions, improvements, and modifications under the intellectual property laws of the United States and countries foreign thereto.

ASSIGNOR HEREBY REPRESENTS AND WARRANTS that ASSIGNOR has the full and unencumbered right to sell, assign, and transfer the interests sold, assigned, and transferred herein, and that ASSIGNOR has not executed and will not execute any document or instrument in conflict herewith.

ASSIGNOR HEREBY GRANTS to the law firm of **Rader, Fishman & Grauer, PLLC** the power and authority to insert in this Assignment any further identification which may be necessary or desirable to comply with the rules of the U.S. Patent and Trademark Office for recordation of this Assignment.

ASSIGNOR UNDERSTANDS AND AGREES that the attorneys and agents of the law firm of **Rader, Fishman & Grauer, PLLC** do not personally represent ASSIGNOR or ASSIGNOR's legal interests, but instead represent the interests of ASSIGNEE; since said attorneys and agents cannot provide legal advice to ASSIGNOR with respect to this Assignment, ASSIGNOR acknowledges its right to seek its own independent legal counsel.

Date: August 1, 2005

Mamiko Mizuta
Mamiko MIZUTA

Date: August 1, 2005

Hideo Nawata
Hideo NAWATA

Date: _____

Date: _____

Date: _____
