

ASSIGNMENT

Matsushita Ref: P 032594-01

Application Serial No. 10/725,102

Japanese Firm Ref: FP-03104-US

US Firm Ref: _____

WHEREAS, the undersigned has (have) invented the invention entitled:

Box 1		
Title of Invention: KEY AGREEMENT SYSTEM, SHARED-KEY GENERATION APPARATUS, AND SHARED-KEY RECOVERY APPARATUS		
1. For use when signing Declaration prior to filing U.S. patent application (check only one box below)		
(a) <input type="checkbox"/> for which an application for U.S. patent has been executed by the undersigned concurrently herewith, or		
(b) <input type="checkbox"/> for which an application for U.S. patent has been executed on the following date(s): _____, or <small>(if the Declaration and Assignment are signed on the same day, check (a) and make no entry in the blank; if the Declaration was signed before this Assignment, enter the date(s) on which you signed the Declaration)</small>		
(c) <input type="checkbox"/> for which an International Application has been filed as: <small>(for the PCT-US national entry, check only (c) and enter PCT application number in the right)</small>	PCT Application No. _____	and, _____
2. For use when signing Declaration after filing U.S. patent application		
(d) <input checked="" type="checkbox"/> for which an application for U.S. patent has been filed on:	Application Filing Date	December 2, 2003 and,

WHEREAS, **Matsushita Electric Industrial Co., Ltd.** of 1006, Oazakadoma, Kadoma-shi, Osaka 571-8501, JAPAN, its heirs, successors, legal representatives and assigns (hereinafter designated as "Assignee") is desirous of acquiring the entire right, title, and interest in and to said invention and in and to any Letters Patent(s) that may be granted therefor.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and intended to be legally bound hereby, the undersigned, by these presents, does sell, assign and transfer unto said Assignee the entire and exclusive right, title and interest in and to; (i) said invention in the United States of America, its territories, dependencies and possessions (hereinafter designated as the United States) and in all countries foreign to the United States; and (ii) this patent application and any and all related patent application(s) disclosing said invention, including provisionals, non-provisionals, conversions, divisions, continuations, continuations-in-part and reissues thereof in the United States and all countries foreign to the United States (hereinafter designated as "Related Applications"), along with all rights of priority created by this patent application under any treaty relating thereto; and (iii) any and all Letters Patent(s), including all renewals, extensions, reissues and reexamination certificates which may be granted therefore, and all rights to sue for past and future infringement thereunder, in the United States and in all countries foreign to the United States for the full term or terms thereof.

The undersigned agree(s) to execute all papers necessary in connection with this application and any and all Related Applications thereof, all papers and documents and perform any act which may be necessary in connection with claims or provisions of the International Convention for Protection of Industrial Property or similar agreements, all papers necessary in connection with any interference which may be declared concerning this application or any and all Related Applications thereof and to cooperate with the Assignee in every way possible in obtaining and producing evidence and proceeding with such interference, and for the purpose of protecting the right, title and interest in and to said invention, this application and any and all Related Applications or Letters Patent(s) therefore, and to testify in any legal proceeding relating thereto and in support thereof, for the benefit of Assignee, and also to execute separate assignments in connection with such applications as the Assignee may deem necessary or expedient.

The undersigned agree(s) to perform all affirmative acts which may be necessary to obtain a grant of a valid United States and any foreign patent(s) to the Assignee and to vest all rights hereby conveyed to the Assignee as fully and entirely as the same would have been held by the undersigned if this Assignment had not been made.

The undersigned hereby authorize(s) and request(s) the Commissioner of Patents, and officials of all foreign countries, whose duty is to issue patents, to issue any and all Letters Patent(s) resulting from said application or any and all Related Applications thereof to said Assignee and hereby covenants that the undersigned has (have) full right to convey the entire interest herein assigned, and that the undersigned has (have) not executed, and will not execute, any assignment, sale, agreement or encumbrances in conflict herewith.

The undersigned hereby does sell, assign and transfer unto said Assignee the full and exclusive authority for revoking power of attorney(s) executed by the undersigned in connection with this application and for appointing a new power of attorney in place thereof.

The undersigned hereby grant(s) the Assignee and the appointed U.S. patent attorneys and agents the power to insert on this assignment any further identification which may be necessary or desirable in order to comply with the rules of the U.S. Patent Office for recordation of this document.

The undersigned hereby agree(s) that the above obligations shall apply to the undersigned both individually and collectively.

The undersigned hereby agree(s) that this Assignment shall be construed in accordance with the law of the appropriate jurisdiction within the United States.

IN WITNESS WHEREOF, executed by the undersigned on the date(s) following the undersigned name(s) and signature(s).

Box 2 (Each Inventor, please Sign and Date below)			
	(e) First Name, Last Name	(f) Signature	(g) Date signed
(1)	Masami YAMAMICHI (Heir for deceased inventor Masato YAMAMICHI)	<i>Masami Yamamichi</i>	Sep 10, 2005
(2)	Satomi YAMAMICHI (Heir for deceased inventor Masato YAMAMICHI)	<i>Satomi Yamamichi</i>	Sep 10, 2005
(3)	Keiko YAMAMICHI (Heir for deceased inventor Masato YAMAMICHI)	<i>Keiko Yamamichi</i>	Sep 10, 2005
(4)	Yuichi FUTA	<i>Yuichi Futa</i>	Sep 10, 2005

Check if additional paper(s) is/are attached. Total of 2 pages are submitted.

ASSIGNMENT (Cont., Page 2 of 2)

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Additional Inventors:

Box2 (Continued)			
	(e) First Name, Last Name	(f) Signature	(g) Date signed
(5)	Motoji OHMORI	<i>Motoji Ohmori</i>	<i>Sep 10, 2005</i>
(6)	Makoto TATEBAYASHI	<i>Makoto Tatebayashi</i>	<i>Sep 10, 2005</i>
(7)			
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