U.S.DEPARTMENT OF COMMERCE Patent and Trademark Office

**HEET** 

To the Honorable Commissioner of Patents and Trader

\_\_ Merger

\_\_ Change of Name

103338310 IIII. Ducket IVO.. Society of the attached original documents or copy thereof. utty. Docket No.: OOCL-336 (06P01835US/2X01)

Name of conveying party(ies):	

Takeshi SUZUKI, Osamu NONAKA Additional name(s) of conveying party(ies) attached? \_\_ Yes XX No

3. Nature of conveyance:

XX Assignment

Security Agreement

Other

Execution Date: October 13, 2006

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

Name: Olympus Imaging Corp.

Address:

Street Address: 43-2 Hatagaya 2-chome

City: **Shibuya-ku** State: Tokyo Country: Japan

Additional name(s) & address(es) attached? Yes XX 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: October 13, 2006

A. Patent Application No.(s)

B. Patent No.(s)

Additional numbers attached?

Yes XX No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name:

John C. Pokotylo, Esq.

**STRAUB & POKOTYLO** Customer No. 26479

Internal Address: 620 Tinton Avenue Street Address: Bldg. B. 2nd Floor

State: **NJ** 

ZIP: 07724-3260

6. Total number of applications and patents involved: 1

XX Enclosed (included with Filing Fees)

XX Any additional fees required are authorized to be charged to the deposit account listed below.

8. Deposit account number:

50-1049

(Attach duplicate copy of this page if paying by deposit account)

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9. Statement and signature

City: **Tinton Falls** 

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

John C. Pokotylo Name of Person Signing July C Oshoty

November 10, 2006

Date

Total number of pages comprising cover sheet plus assignment:

OMB No. 0651-0011(exp.4/94)

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Mail documents to be recorded with required cover sheet information to:

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11/15/2006 LARLARY CORRESPONDE ALSOK

PATENT

REEL: 018602 FRAME: 0890

## ASSIGNMENT

(multiple inventors)

WHEREAS, We, Takeshi SUZUKI, ASSIGNOR

a citizen of Japan, residing at Akiruno-shi, Tokyo, Japan; and

Osamu NONAKA, ASSIGNOR

a citizen of Japan, residing at Sagamihara-shi, Kanagawa, Japan;

are the inventors of the invention in:

## IMAGING APPARATUS AND IMAGING METHOD

for which we have executed an application for a Patent of the United States herewith; and

WHEREAS, Olympus Imaging Corp., a Japanese corporation, having a place of business at 43-2 Hatagaya 2-chome, Shibuya-ku, Tokyo, Japan, ASSIGNEE

is desirous of obtaining the entire right, title and interest in, to and under the invention and the application:

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) to each of us in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, we, the ASSIGNORS, have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto the ASSIGNEE, its successors, legal representatives and assigns, the entire right, title and interest in, to and under the invention, and the United States application and all divisions, renewals and continuations (including all continuation-inpart applications) thereof, and all Patents of the United States which may be granted thereon and all reissues and extensions thereof; and all applications for industrial property protection, including, without limitation, all applications for patents, utility models and designs which may hereafter be filed for the invention in any country or countries foreign to the United States, together with the right to file such applications and the right to claim for

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the same the priority rights derived from the United States application under the Patent Laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all forms of industrial property protection, including, without limitation, patents, utility models, inventor's certificates and designs which may be granted for the invention in any country or countries foreign to the United States and all extensions, renewals and reissues thereof;

AND WE HEREBY authorize and request the Commissioner of Patents and Trademarks of the United States, and any official of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to the ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

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

AND WE HEREBY further covenant and agree that we will communicate to the ASSIGNEE, its successors, legal representatives and assigns, any facts known to me regarding the invention, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing, reissue and foreign applications, make all rightful oaths, and generally do everything possible to aid the ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper protection for the invention in all countries.

The undersigned hereby grant(s) the law firm of Straub & Pokotylo the power to insert on this Assignment any further identification, including the application serial number, which 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.

	hereunto set my hand and seal this Dctober, 2006.
	Jakeshi Suzuki Takeshi Suzuki, Assignor
WITNESSED BY:	
Name	<u>-</u>
Address	_
	<u>.</u>
WITNESSED BY:	
Name	-
•	
Address	-

IN TESTIMONY WHEREOF, I	hereunto set my hand and seal this october , 2006.
	Osamu Ronales Osamu NONAKA, Assignor
WITNESSED BY:	
Name	
Address	<u></u>
WITNESSED BY:	
Name	
Address	-

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**RECORDED: 11/13/2006**