# PATENT ASSIGNMENT

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 SUBMISSION TYPE:
 NEW ASSIGNMENT

 NATURE OF CONVEYANCE:
 ASSIGNMENT

## **CONVEYING PARTY DATA**

Name	Execution Date
Hisashi Tsukada	05/16/2007
Tsutomu Kikawa	05/16/2007
Yasufumi Fukuma	05/31/2007

### **RECEIVING PARTY DATA**

Name:	Kabushiki Kaisha Topcon
Street Address:	75-1 Hasunuma-cho
Internal Address:	ltabashi-ku
City:	Tokyo
State/Country:	JAPAN

### PROPERTY NUMBERS Total: 1

Property Type	Number	
Application Number:	11770124	

### **CORRESPONDENCE DATA**

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NAME OF SUBMITTER: Kevin S. Sprecher

Total Attachments: 2

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PATENT REEL: 019494 FRAME: 0908

#### **ASSIGNMENT**

WHEREAS, WE, Hisashi TSUKADA, a citizen of Japan, residing at c/o Kabushiki Kaisha Topcon, 75-1 Hasunuma-cho Itabashi-ku, Tokyo Japan; and Tsutomu KIKAWA, a citizen of Japan, residing at c/o Kabushiki Kaisha Topcon, 75-1 Hasunuma-cho Itabashi-ku, Tokyo Japan; and Yasufumi FUKUMA, a citizen of Japan, residing at c/o Kabushiki Kaisha Topcon, 75-1 Hasunuma-cho Itabashi-ku, Tokyo Japan; (hereinafter referred to as "ASSIGNORS"), have invented a <u>FUNDUS OBSERVATION DEVICE AND A PROGRAM CONTROLLING THE SAME</u>, for which we have executed an application for Letters Patent of the United States, which was filed on the <u>L8m</u> day of <u>United</u>, 2007, having Serial No. <u>11 / 770, 124f</u>, and

WHEREAS, Kabushiki Kaisha Topcon, a corporation duly organized and existing under the laws of the Country of Japan, having its principal place of business at 75-1 Hasunuma-cho Itabashi-ku, Tokyo, Japan (hereinafter referred to as "ASSIGNEE"), is desirous of acquiring the entire interest therein:

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) to us in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, WE, the said ASSIGNORS, hereby sell, assign, and transfer and set over, unto the said ASSIGNEE, its successors, legal representatives and assigns, the entire right, title and interest in, to and under the said invention, and the said United States application and all divisions, renewals, and continuations thereof, and all patents of the United States which may be granted thereon and all reissues, reexaminations and extensions thereof; and all Patents of the United States which may be granted thereon and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, and designs previously filed, concurrently herewith filed or which may hereafter be filed for said 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 the same the priority rights derived from said United States application under 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 and designs, which may be granted for said invention in any country or countries foreign to the United States and all extensions, renewals, reexaminations and reissues thereof;

ASSIGNORS 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 said ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

ASSIGNORS HEREBY grant the firm of Frost Brown Todd LLC the power to insert in this Assignment any further identification or information which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

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

ASSIGNORS HEREBY further covenant and agree that they will communicate to the said ASSIGNEE, its successors, legal representatives and assigns, any facts known to them respecting said invention, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing, reissue, reexamination and foreign applications, make all rightful oaths, and generally do everything

<u>May 16, Zoo'7</u> Date	Mussk Janhundu Hisashi TSUKADA
May 16 2007 Date	Tsutomu KIKAWA
May 31, 2007	Yasufumi FUKUMA

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