



08-02-2007

Docket No.: 19510Z

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office



103432999

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To the Director of the United States Patent

and attached original documents or copy thereof.

1. Name of conveying party(ies):  
**Takayasu Mikkaichi - 6/19/2007**  
**Kensei Nakahashi - 6/22/2007**  
**Hironobu Kawano - 6/25/2007**  
**Kunihide Kaji - 6/21/2007**

7.27.07

Additional names(s) of conveying party(ies)

☐ Yes ☒ No

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

Name: **OLYMPUS MEDICAL SYSTEMS CORP.**

Address: **43-2, Hatagaya 2-chome, Shibuya-ku**

3. Nature of conveyance:

☒ Assignment

☐ Merger

☐ Security Agreement

☐ Change of Name

☐ Other

Execution Date: **See Box 1 above**

City: **Tokyo**

State/Prov.: \_\_\_\_\_

Country: **Japan**

ZIP: \_\_\_\_\_

Additional name(s) & address(es)

☐ Yes ☒ No

4. Application number(s) or patent numbers(s):

If this document is being filed together with a new application, the execution date of the application is: \_\_\_\_\_

Patent Application No.

Filing date

B. Patent No.(s)

**11/652,954**

**January 12, 2007**

08/01/2007 DBYRNE 00000040 11652954

01 FC:8021

(40.00 DP

Additional numbers

☐ Yes ☒ No

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

Name: **Thomas Spinelli**

Registration No. **39,533**

Address: **SCULLY, SCOTT, MURPHY & PRESSER, P.C.**

**400 Garden City Plaza, Ste. 300**

City: **Garden City**

State/Prov.: **NY**

Country: **USA**

ZIP: **11530**

6. Total number of applications and patents involved:

**1**

7. Total fee (37 CFR 3.41):.....\$ **40.00**

☒ Enclosed - Any excess or insufficiency should be credited or debited to deposit account

☐ Authorized to be charged to deposit account

8. Deposit account number:

**19-1013/SSMP**

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

9. Statement and signature.

*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.*

**Thomas Spinelli**

Name of Person Signing

Signature

**July 25, 2007**

Date

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

**3**

## ASSIGNMENT

In consideration of One Dollar (\$1.00), and other good and valuable considerations, the receipt of which is hereby acknowledged, we, the undersigned,

Hereby sell, assign and transfer to OLYMPUS MEDICAL SYSTEMS CORP. a corporation of Japan having a place of business at 43-2, Hatagaya 2-chome, Shibuya-ku, Tokyo, Japan its successors, assigns and legal representatives, the entire right, title and interest for all countries, in and to any and all improvements which are disclosed and claimed, and as possessed by the undersigned, any and all improvements which are disclosed but not claimed, in the application for United States Patent, which has been executed by the undersigned on June 19, 2007; June 21, 2007; June 22, 2007; and June 25, 2007 and is entitled MEDICAL RETAINER AND MEDICAL OPERATION USING THE SAME and in and to said application and all divisional, continuing, substitute, renewal, reissue, and all other applications for Letters Patent which have been or shall be filed on any of said improvements disclosed in said application; and in and to all original and reissued patents which have been or shall be issued on said improvements;

Authorize and request the Commissioner of Patents to issue to said Assignee, the corporation above named, its successors, assigns and legal representatives, in accordance with this assignment, any and all United States Letters Patent on said improvements, or any of them, disclosed in said application;

Agree that said Assignee may apply for and receive foreign Letters Patent for said improvements, or any of them; and may claim, in applications for said foreign Letters Patent, the priority of the aforesaid United States application under the provisions of the International Convention; and that, when requested, without charge to but at the expense of said Assignee, its successors, assigns and legal representatives, to carry out in good faith the intent and purpose of this assignment, the undersigned will, for the United States and all foreign countries, execute all divisional, continuing, substitute, renewal, reissue and all other patent applications on any and all said improvements; execute all rightful oaths, assignments, powers of attorney and other papers; communicate to said Assignee its successors, assigns and representatives, all facts known to the undersigned relating to said improvements and the history thereof; testify in all legal proceedings; and generally do everything possible which said Assignee, its successors, assigns or representatives shall consider desirable for aiding in securing, maintaining and enforcing proper patent

protection for said improvements and for vesting title to said improvements and all applications for patents and all patents on said improvements, in said Assignee, its successors, assigns and legal representatives; and

**Covenant** with said Assignee, its successors, assigns and legal representatives that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned, and that full right to convey the same as herein expressed is possessed by the undersigned.

Date: June 19, 2007

Witness: \_\_\_\_\_

Takayasu Mikkaichi  
**Takayasu MIKKAICHI**

Date: June 22, 2007

Witness: \_\_\_\_\_

Kensei Nakahashi  
**Kensei NAKAHASHI**

Date: June 25, 2007

Witness: \_\_\_\_\_

Hironobu Kawano  
**Hironobu KAWANO**

Date: June 27, 2007

Witness: \_\_\_\_\_

Kunihide Kaji  
**Kunihide KAJI**

Date: \_\_\_\_\_

Witness: \_\_\_\_\_

\_\_\_\_\_