Docket No.: 21644 10-19-2007 FORM PTO-1595 (Modified) U.S. DEPARTMENT OF COMMERCE (Rev. 03-01) 19181 Patht and Trademark Office OMB No. 0651-0027 (exp.5/3 NTS ONLY P08A/REV04 Tab settings → → 103454538 To the Directu. ...... Simos clates i atent and trademark Office: Please record the attached original documents or copy thereof. 1. Name of conveying party(ies): 2. Name and address of receiving party(ies): 10,10,07 Toshihiro SHIZUKA Name: OLYMPUS MEDICAL SYSTEMS CORP. Address: 43-2, Hatagaya 2-chome Shibuya-ku ☐ Yes 🔀 No Additional names(s) of conveying party(ies) 3. Nature of conveyance: Assignment
 ■ Merger ☐ Security Agreement Change of Name City: Tokyo State/Prov.: □ Other Country: Japan Execution Date: August 24, 2007 Additional name(s) & address(es) X No ☐ Yes 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: August 24, 2007 Patent Application No. Filing date B. Patent No.(s) 0/12/2007 #88/FMEM DW099120 11918.41 0:800 Additional numbers ☐ Yes 🛛 No Name and address of party to whom correspondence 6. Total number of applications and patents involved: concerning document should be mailed: Name: Thomas Spinelli 7. Total fee (37 CFR 3.41):....\$ 40.00 Registration No. 39,533 ☒ Enclosed - Any excess or insufficiency should be credited or debited to deposit account Address: SCULLY, SCOTT, MURPHY & PRESSER, P.C. Authorized to be charged to deposit account 400 Garden City Plaza, Suite-300 8. Deposit account number: 19-1013/SSMP City: Garden City State/Prov.: NY (Attach duplicate copy of this page if paying by deposit account) ZIP: 11530 Country: USA DO NOT USE THIS SPACE

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

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy

9. Statement and signature.

of the original document.

Thomas Spinelli

Name of Person Signing

Signature

October 10, 2007

Date

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**DOCKET:** 21644

## **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 August 24, 2007 and is entitled

MEDICAL TREATMENT DEVICE

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

PATENT REEL: 019989 FRAME: 0864 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: Aug. 24. 2007	Toshihiro Shizuka Toshihiro SHIZUKA	_(L.S.)
Witness:		
Date:		_(L.S.)
Witness:		
Date:		_(L.S.)
Witness:	•	
		_(L.S.)
Date:		
Witness:		

**RECORDED: 10/10/2007**