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Atty. Docket No.: **OOCL-293 (US-P2360)**

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<p>1. Name of conveying party(ies): Yuji KOBAYASHI, Mitsuhiro TAIRA</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p> <p>Execution Dates: May 15 and 17, 2006</p>	<p>2. Name and address of receiving party(ies): Name: Olympus Imaging Corp. Address: 43-2, Hataqaya 2-chome City: Shibuya-ku State: Tokyo Country: Japan</p> <p>Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
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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: _____


A. Patent Application No.(s) **11/440,214** B. Patent No.(s) _____

Additional numbers attached? Yes No

<p>5. Name and address of party to whom correspondence concerning document should be mailed: Name: John C. Pokotylo, Esq. STRAUB & POKOTYLO Customer No. 26479</p> <p>Internal Address: 620 Tinton Avenue Street Address: Bldg. B, 2nd Floor</p> <p>City: Tinton Falls State: NJ ZIP: 07724-3260</p>	<p>6. Total number of applications and patents involved: 1</p> <p>7. Total fee (37 CFR 3.41).....\$ 40.00 <input type="checkbox"/> Enclosed (included with Filing Fees) <input checked="" type="checkbox"/> Any fees required are authorized to be charged to the deposit account listed below.</p> <p>8. Deposit account number: 50-1049</p> <p>(Attach duplicate copy of this page if paying by deposit account)</p>
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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

John C. Pokotylo  **November 9, 2007**
Name of Person Signing Signature Date

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ASSIGNMENT

WHEREAS, We, Yuji KOBAYASHI, Mitsuhiro TAIRA
 _____, ASSIGNORS

citizens of Japan,

residing at Hachioji-shi, Tokyo and Hino-shi, Tokyo
 _____, respectively,

are the inventors of the invention in: IMAGE PICKUP UNIT AND IMAGE PICKUP APPARATUS

for which we have executed an application for a Patent of the United States on even date herewith;

for which we have filed U.S. Patent Application Serial No. 11/440,214
 on May 23, 2006

and WHEREAS, OLYMPUS IMAGING CORP., a corporation of Japan, 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 amounts 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-in-part 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 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 us 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 the law firm of Straub & Pokotylo 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 and Trademark Office for recordation of this document.

IN TESTIMONY WHEREOF, I, the undersigned, hereunto set my hand this 15th day of May, 2006.

小林 有二

Yuji KOBAYASHI

WITNESSES:

IN TESTIMONY WHEREOF, I, the undersigned, hereunto set my hand this 17th day of May, 2006.

平良 光弘

Mitsuhiro TAIRA

WITNESSES: