

## PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Assingment of 50% interest in entire right, title, and interest
CONVEYING PARTY DATA	
Name	Execution Date
Kazuhiro Kondo	01/11/2008
RECEIVING PARTY DATA	
Name:	Soiken Inc.
Street Address:	4-2, Shinsenrihigashi-machi 1-chome
Internal Address:	Toyonaka-shi
City:	Osaka
State/Country:	JAPAN
Postal Code:	5600082
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	11632306
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NAME OF SUBMITTER:	Christopher J. Nichols
Total Attachments: 2	
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PATENT  
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## ASSIGNMENT

WHEREAS, I, Kazuhiro KONDO a citizen of Japan am the inventor of certain new and useful improvements in and to the subject matter of:

### **METHODS FOR ASSESSING FATIGUE LEVEL AND APPLICATIONS THEREOF**

described in U.S. Patent Application No. 11/632,306, filed January 12, 2007, which is the National Stage filing of International Application No. PCT/JP2005/012962, filed July 13, 2005,

AND, WHEREAS, Soiken Inc., (formerly known as the Intellectual Property Department of Soiken Inc.), a company, having a place of business at 4-2, Shinsenrihigashi-machi 1-chome, Toyonaka-shi, Osaka 5600082 Japan (hereinafter "ASSIGNEE"), which is a wholly owned subsidiary of Soiken Holdings Inc., a company, having a place of business at 4-2, Shinsenrihigashi-machi 1-chome, Toyonaka-shi, Osaka 5600082 JAPAN, is desirous of acquiring certain rights thereunder;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) or the equivalent thereof, and other good and valuable consideration, receipt of which is hereby acknowledged, I do hereby sell, assign and transfer unto said ASSIGNEE, its successors, assigns and legal representatives, an undivided 50% interest in my entire right, title and interest in and throughout the United States of America (including its territories and dependencies) and all countries foreign thereto in and to said improvements, said United States application, any other United States applications, including provisional, divisional, renewal, substitute, continuation, reexamination and reissue applications, based in whole or in part on said United States application or in whole or in part on said improvements, any foreign applications, including international and regional applications, based in whole or in part on any of the aforesaid United States applications or in whole or in part on said improvements, and in and to any and all letters patent, including extensions thereof, of any country which have been or may be granted on any of the aforesaid applications or on said improvements or any parts thereof;

AND I hereby agree for myself and my heirs, executors, and administrators to execute without further consideration any further documents and instruments which may be necessary, lawful and proper in the prosecution of said above-referenced application or in the preparation or prosecution of any continuing, substitute, divisional, renewal, reexamination or reissue application or in any amendments, extensions or interference proceedings, or other applications for patents of any region or country, that may be necessary to secure to ASSIGNEE its interest and title in and to said improvements or any parts thereof, and in and to said several patents or any of them;

AND I hereby authorize and request my agent, Hunton & Williams LLP, whose address is 1900 K Street, Suite 1200, Washington, DC 20006-1109, to insert hereon any

identification necessary or desirable for recordation of this document, including the filing date and application number of said application when known;

AND I hereby covenant for myself and my legal representatives, and agree with said ASSIGNEE, its successors and assigns, that I have granted no right or license to make, use or sell said improvements, to anyone except said ASSIGNEE, that prior to the execution of this deed, my right, title and interest in said improvements had not been otherwise encumbered, and that I have not and will not execute any instrument in conflict therewith;

AND I do hereby authorize and request the United States Commissioner of Patents and Trademarks to issue any and all letters patent which may be granted upon said United States applications, or upon said improvements or any parts thereof when granted, to said ASSIGNEE.

Name: Kazuhiro KONDO

Address: c/o The Jikei University School of Medicine

3-25-8, Nishi-shimbashi, Minato-Ku

Tokyo 1058461

Japan

Signature: Kazuhiro Kondo

Dated: January 11, 2008