

03-26-2008

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or copy thereof

1. Name of conveying party(ies):

Tomoyuki SATORI

Additional name(s) of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Name: OLYMPUS IMAGING CORP.
Street Address: 43-2, Hatagaya 2-chome, Shibuya-ku
City: Tokyo 151-0072
Country: Japan

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other: _____

Execution date: **February 28, 2008.**

4. Application numbers or patent numbers:

A. Application No.(s) Not Yet Assigned

B. Patent No.(s)

Additional Numbers attached? Yes No

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

Name: Richard M. Rosati, Esq.
Internal Address: KENYON & KENYON LLP
Street Address: One Broadway
City: New York State: New York ZIP: 10004
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6. Total number of applications and patents involved: **1**

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Richard M. Rosati (Reg. No. 31,792)
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March 13, 2008
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PATENT

REEL: 020719 FRAME: 0977

U.S. PTO
12/077037
03/13/2008

[Attorney Docket No.]

ASSIGNMENT

WHEREAS, we,

**Tomoyuki SATORI,
Kawagoe-shi, Saitama, Japan,
Japanese citizenship,**

have made inventions and discoveries in **ZOOM LENS SYSTEM AND ELECTRONIC IMAGE PICKUP APPARATUS USING THE SAME**, for which an application for Letters Patent for which is being filed with the United States Patent and Trademark Office (or for which an application for Letters Patent was filed as U.S. Patent Application Serial No.

_____ on _____); and

WHEREAS **OLYMPUS IMAGING CORP.**, having a place of business at **43-2, Hatagaya 2-chome, Shibuya-ku, Tokyo, Japan**, and who, together with its successors and assigns, is hereinafter called Assignee, is desirous of acquiring the title, rights, benefits, and privileges hereinafter recited,

NOW, THEREFORE, for valuable consideration furnished by Assignee to us, receipt and sufficiency of which we hereby acknowledge, we hereby, without reservations:

1. Assign, transfer, and convey to Assignee the entire right, title, and interest in and to said inventions and discoveries, said application for Letters Patent of the United States of America, any and all other applications for Letters Patent on said inventions and discoveries, including all divisional, renewal, substitute, and continuation applications based in whole or in part upon said inventions or discoveries, or upon said applications, and any and all Letters Patent, reissues, and extensions of Letters Patent granted for said inventions and discoveries or upon said applications, and every priority right that is or may be predicated upon or arise from said inventions, said discoveries, said applications, and said Letters Patent.

2. Authorize Assignee to file patent applications in any or all countries for any or all of said inventions and discoveries in our name or in the name of Assignee or otherwise as Assignee may deem advisable, under an International Convention or otherwise.

3. Authorize and request the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to issue or transfer all said Letters Patent to Assignee, as assignee of the entire right, title, and interest therein or otherwise as Assignee may direct.

[Attorney Docket No.]

4. Warrant that we have not conveyed to others any right, title, or interest in said inventions, discoveries, applications, or patents or any license to use the same or to make, use, or sell anything embodying or utilizing any of said inventions or discoveries; that we have good right to assign the same to Assignee without encumbrance; and that we are aware of no claim to the contrary.

5. Bind our heirs, legal representatives, and assigns, as well as ourselves, to do, upon Assignee's request and at Assignee's expense, but without additional consideration to us or them, all acts reasonably serving to assure that said inventions and discoveries, said patent applications, and said Letters Patent shall be held and enjoyed by Assignee as fully and entirely as the same could have been held and enjoyed by us, our heirs, legal representatives, and assigns if this assignment had not been made; and particularly to execute and deliver to Assignee all lawful application documents including petitions, specifications, and oaths, and all assignments, disclaimers, and lawful affidavits in form and substance as may be requested by Assignee; to communicate to Assignee all facts known to us relating to said inventions and discoveries or the history thereof; to furnish Assignee with any and all documents, photographs, models, samples, and other physical exhibits in our control or in the control of our heirs, legal representatives, or assigns which may be useful for establishing the facts of our conception, disclosure, and reduction to practice of said inventions and discoveries; and to testify to the same in any interference, arbitration, or litigation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 28 day of

Feb., 2008.

Tomoyuki Satori

Tomoyuki SATORI