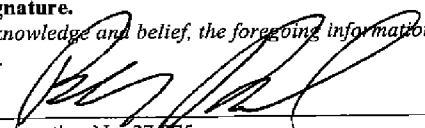


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1. A. Name of conveying party: Takakazu MIYAHARA B. Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			2. A. Name and address of receiving party: ELM INC. 15248-11, KASEDA TAKEDA, MINAMISATSUMA-SHI, KAGOSHIMA 897-0002, JAPAN B. Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
3. A. 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 _____ B. Execution Date: <u>September 21, 2009</u>					
4. A. Patent Application No.(s) <u>12/597,117</u> B. Patent No.(s) Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No C. Title of Application: <u>GERMINATION/GROWING APPARATUS AND PLANT CULTIVATION DEVICE</u>					
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>James A. Oliff</u> Address: OLIFF & BERRIDGE, PLC P.O. Box 320850 Alexandria, VA 22320-4850 Phone Number: 703-836-6400 Fax Number: 703-836-2787			6. Total number of applications and patents involved: <u>1</u> 7. Please charge Deposit Account No. 15-0461 the total fee (37 CFR 3.41) in the amount of <u>\$40.00</u> . 8. Credit any overpayment or charge any underpayment to deposit account number 15-0461.		
9. Statement and signature. <i>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.</i> <div style="text-align: center; margin-top: 10px;">  </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> James A. Oliff, Registration No. 27,475 Date: <u>October 22, 2009</u> </div> <div style="margin-top: 5px;"> Benjamin S. Prebyl, Registration No. 60,256 </div>					

CH \$40.00 150461 12597117

ASSIGNMENT

(1-8) **Insert Name(s) of Inventor(s)**

(1) Takakazu MIYAHARA (5) _____

(2) _____ (6) _____

(3) _____ (7) _____

(4) _____ (8) _____

In consideration of the sum of one dollar (\$1.00) and other good and valuable consideration paid to each of the undersigned, each undersigned agrees to assign, and hereby does assign, transfer and set over to

(9) **Insert Name of Assignee** (9) ELM Inc.

(10) **Insert Address of Assignee** (10) 15248-11, Kaseda Takeda, Minamisatsuma-shi, Kagoshima 897-0002, Japan

(hereinafter designated as the Assignee) and Assignee's heirs, successors, assigns and legal representatives, the entire right, title and interest for the United States of America as defined in 35 U.S.C. §100, in the invention, and in all applications for patent including any and all provisional, non-provisional, divisional, continuation, international, confirmation, substitute and reissue application(s), and all Letters Patent, extensions, reissues and reexamination certificates that may be granted on the invention known as

(11) **Insert Identification such as Title, Case Number, or Foreign Application Number** (11) GERMINATION/GROWING APPARATUS AND PLANT CULTIVATION DEVICE

(Attorney Docket No. 142788)

for which the undersigned has (have) executed an application for patent in the United States of America on even date herewith or

(12) **Insert Date of Signing of Application** (12) September 21, 2009

(13) **Alternative Identification for filed applications** (13) U.S. application Serial 12/597,117

Number _____

filed _____

1) Each undersigned agrees to execute all papers necessary in connection with any application and any continuing, divisional or reissue applications for the invention, and any patent(s) issuing thereon, and also to execute separate assignments in connection with such applications and patents as the Assignee may deem necessary.

2) Each undersigned agrees to execute all papers necessary in connection with any interference which may be declared concerning any application or continuation or division thereof, or any patent or reissue application based thereon, for the invention, and to cooperate with the Assignee in every way possible in obtaining evidence and going forward with such interference.

3) Each undersigned agrees to execute all papers and documents and perform any act which may be necessary in connection with claims or provisions of the International Convention for Protection of Industrial Property or similar agreements.

4) Each undersigned agrees to perform all affirmative acts which may be necessary to obtain, maintain or confirm by reissue or reexamination a grant of a valid United States patent to the Assignee.

5) Each undersigned authorizes and requests the Commissioner of the U.S. Patent and Trademark Office to issue any and all Letters Patents of the United States resulting from said application(s) to the said Assignee, as Assignee of the entire interest, and covenants that he has full right to convey the entire interest herein assigned, and that he has not executed, and will not execute, any agreements in conflict herewith, and agrees that this assignment is binding on him and his heirs, successors, assigns and legal representatives.

6) Each undersigned hereby grants the firm of OLIFF & BERRIDGE, PLC the power to insert on this assignment any further identification that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

In witness whereof, executed by the undersigned on the date(s) opposite the undersigned name(s).

Date	<u>September 21, 2009</u>	Inventor Signature	<u>宮原隆和</u>	(SEAL)
Date	_____	Inventor Signature	_____	(SEAL)
Date	_____	Inventor Signature	_____	(SEAL)
Date	_____	Inventor Signature	_____	(SEAL)
Date	_____	Inventor Signature	_____	(SEAL)
Date	_____	Inventor Signature	_____	(SEAL)
Date	_____	Inventor Signature	_____	(SEAL)
Date	_____	Inventor Signature	_____	(SEAL)

This assignment should preferably be signed before: (a) a Notary Public if within the U.S.A. (b) a U.S. Consul if outside the U.S.A. If neither, then it should be signed before at least two witnesses who also sign here:

Date	_____	Witness	_____
Date	_____	Witness	_____

PATENT