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To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

1. Name of Conveying Party(ies):

MASARU AKAMATSU  
HIDEHISA HASHIZUME AND  
YASUhide NAKAI

Additional names of conveying parties attached:  Yes  No

2. Name and Address of Receiving Party(ies):

Name: **KOBELCO RESEARCH INSTITUTE, INC.**  
Address: 1-5-1, Wakinohama-kaigan-dori  
Chuo-ku, Kobe-shi,  
City: Hyogo 651-0073  
Japan

3. Nature of Conveyance:

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

Execution Date: **November 1, 2008**

4. (a) Patent Application Number(s):

If this document is being filed together with a new application,  
the execution date of the application is:

Additional Numbers Attached.

4. (b) Patent Numbers:

5. Name and Address of Party to whom Correspondence  
Concerning this Document Should be Mailed:

Name: **Juan Carlos A. Marquez**  
Address: **STITES & HARBISON, PLLC**  
**1199 North Fairfax Street**  
**Suite 900**  
**Alexandria, VA 22314**

6. Total Number of Applications and Patents Involved:

7. Total Fee: **\$40.00**  
(37 C.F.R. § 3.41)

- Payment by credit card. Form PTO-2038 is attached.
- Authorized to be charged to deposit account.

8. Deposit Account Number 12-0555

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9. Statement and Signature:

*To the best of my knowledge and belief, the foregoing is true and correct and any attached copy is a true copy of the original document.*

Juan Carlos A. Marquez, Registration No. 34,072

December 22, 2009

Total number of pages comprising cover sheet: 1

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**PATENT**  
**REEL: 023702 FRAME: 0826**

ASSIGNMENT OF APPLICATION

12/452230

WHEREAS I (WE) Masaru AKAMATSU, Hidehisa HASHIZUME and Yasuhide NAKAI of c/o Kobelco Research Institute Inc. 5-5, Takatsukadai 1-chome, Nishi-ku, Kobe-shi, Hyogo 651-2271 Japan, respectively, have invented certain new and useful improvements in:

**SHAPE MEASUREMENT APPARATUS AND SHAPE MEASUREMENT METHOD**

(Application No. \_\_\_\_\_, filed \_\_\_\_\_) and

WHEREAS, KOBELCO RESEARCH INSTITUTE, INC. having a place of business at: 1-5-1, Wakinohama-kaigan-dori, Chuo-ku, Kobe-shi, Hyogo 651-0073 Japan, (hereinafter referred to as "ASSIGNEE") is/are desirous of acquiring the entire right, title and interest in and to said invention and in and to any Letters Patent that may be granted therefore in the United States and its territorial possessions and in any and all foreign countries;

NOW, THEREFORE, in consideration of the sum of FIVE DOLLARS (\$5.00), the receipt whereof is hereby acknowledged, and for other good and valuable consideration, I (WE), by these presents do sell, assign and transfer unto said ASSIGNEE, the full and exclusive right to the said invention in the United States and its territorial possessions and in all foreign countries and the entire right, title and interest in and to any and all Letters Patent which may be granted therefore in the United States and its territorial possessions and in any and all foreign countries and in and to any and all divisions, reissues, continuations, substitutions and renewals thereof.

I (WE) hereby authorize and request the Patent Office Officials in the United States and its territorial possessions and any and all foreign countries to issue any and all of said Letters Patent, when granted, to said ASSIGNEE as the assignee of my (our) entire right, title and interest in and to the same, for the sole use and behalf of said ASSIGNEE, its (his) successors and assigns, to the full end of the term for which said Letters Patent may be granted, as fully and entirely as the same would have been held by me (us) had this Assignment and sale not been made.

Further, I (WE) agree that I (WE) will communicate to said ASSIGNEE or its (his) representatives any facts known to me (us) respecting said invention, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuation, substitute, renewal and reissue applications, execute all necessary assignment papers to cause any and all of said Letters Patent to be issued to said ASSIGNEE, make all rightful oaths, and generally do everything possible to aid said ASSIGNEE, its (his) successors and assigns, to obtain and enforce proper protection for said invention in the United States and its territorial possessions and in any and all foreign countries.

The undersigned hereby grant(s) the firm of STITES & HARBISON P.L.L.C. of 1199 N. FAIRFAX STREETSUITE 900 ALEXANDRIA VIRGINIA 22314 U.S.A. the power to insert on this assignment any further identification, including the application number and filing date, which 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.

赤松 肇

Date November 1, 2008

Masaru AKAMATSU

H. Hashizume

Date November 1, 2008

Hidehisa HASHIZUME

中井 康秀

Date November 1, 2008

Yasuhide NAKAI

Date \_\_\_\_\_

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