

AIDS 81.40

AP02Rec'd PCT 16 OCT 2009

Form PTO-1595 (Rev. 03-09)
OMB No. 0651-0027 (exp. 03/31/21)

10-21-2009

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office



IEET 12/450879

103578089

To the Director of the U.S. Patent and Trademark Office, at the address shown on this form, or at the address(es) shown on the enclosed documents or the new address(es) below.

10-16-09

1. Name of conveying party(ies):

Kazuhiko Yumikake (08/06/2009), Yutaka Nishio (08/06/2009), Hiroaki Okada (08/06/2009), and Tsutomu Kikawa (08/06/2009)

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: Kabushiki Kaisha Topcon

Internal Address:

Street Address:

75-1 Hasunuma-cho
Itabashi-Ku Tokyo
174-8580
JAPAN

City:

State:

Country: Zip:

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

3. Nature of conveyance/Execution Date(s):

Execution Date(s): in parentheses after inventor name

Assignment Merger Change of Name

Security Agreement Joint Research Agreement

Government Interest Assignment

Executive Order 9424, Confirmatory License

Other

4. Application or patent number(s):

This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

12 450879

Additional numbers attached? Yes No

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

Name: William L. Brooks
EDWARDS ANGELL PALMER & DODGE
LLP

Internal Address: Atty. Dkt.: 850C7(302735)

Street Address: P.O. Box 55874

City: Boston

State: MA Zip: 02205

Phone Number: (202) 478-7376

Fax Number: (865) 658-1050

Email Address: wbrooks@eapdlaw.com

6. Total number of applications and patents involved:

1

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00

Authorized to be charged to deposit account

Enclosed

None required (government interest not affecting title)

8. Payment Information

Deposit Account Number 04-1105

Authorized User Name William L. Brooks

9. Signature:

William L. Brooks

Signature

October 16, 2009

Date

William L. Brooks - 34,129

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

4

10/20/2009 08YRNE 00000023 041105 12450879

01 FC:0021 40.00 DA

APO2Rec'd PCT 16 OCT 2009

12/450879

ASSIGNMENT BY INVENTOR

THIS ASSIGNMENT, made this 6th day of August, 2009, by Kazuhiko YUMIKAKE, Yutaka NISHIO, Hiroaki OKADA, and Tsutomu KIKAWA (hereinafter referred to as Assignor), residing at Tokyo, Japan, Tokyo, Japan, Saitama-ken, Japan, and Tokyo Japan, respectively;

WHEREAS, Assignor has invented certain new and useful improvements in OPTICAL IMAGE MEASUREMENT DEVICE AND PROGRAM FOR CONTROLLING THE SAME, set forth in a Patent application for Letters Patent of the United States, filed herewith or if not filed herewith, being earlier filed on _____ and having Serial No. _____; and

WHEREAS, Kabushiki Kaisha Topcon, a corporation organized under and pursuant to the laws of Japan having its principal place of business at 75-1 Hasunuma-cho, Itabashi-ku, Tokyo 174-8580 Japan (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to said inventions and said Application for Letters Patent of the United States, and in and to any Letters Patent of the United States to be obtained therefore and thereon.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, Assignor has sold, assigned, transferred and set over, and by these presents does sell, assign, transfer and set over, unto Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions and application for Letters Patent, and in and to any and all direct and indirect divisions, continuations and continuations-in-part of said application, and any and all Letters Patent in the United States and all foreign countries which may be granted therefore and thereon, and reissues, reexaminations and extensions of said Letters Patent, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by Assignee, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent may be granted and/or extended, as fully and entirely as the same would have been held and enjoyed by Assignor, had this sale and assignment not been made.

AND for the same consideration, Assignor hereby represents and warrants to Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, except for any rights, titles and/or interests that have arisen to Assignee under law or that have already been transferred to Assignee, Assignor is the sole and lawful owner of the entire right, title and interest in and to the said inventions and application for Letters Patent above-mentioned, and that the same are unencumbered and that Assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, Assignor hereby covenants and agrees to and with Assignee, its successors, legal representatives and assigns, that Assignor will sign all papers and documents, take all lawful oaths and do all acts necessary or required to be

done for the procurement, maintenance, enforcement and defense of any Letters Patent and applications for Letters Patent for said inventions, without charge to Assignee, its successors, legal representatives and assigns, whenever counsel of Assignee, or counsel of its successors, legal representatives and assigns, shall advise: that any proceeding in connection with said inventions, or said Patent application for Letters Patent, or any proceeding in connection with any Letters Patent or applications for Letters Patent for said inventions in any country, including but not limited to interference proceedings, is lawful and desirable; or, that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue, reexamination or extension of any Letters Patent, to be obtained thereon, is lawful and desirable.

AND Assignor hereby requests the Commissioner of Patent and Trademarks to issue said Letters Patent of the United States to Assignee, as Assignee of said inventions and the Letters Patent to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives and assigns.

AND Assignor hereby grants the following individuals 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 United States Patent and Trademark Office for recordation of this document:

EDWARDS ANGELL PALMER & DODGE LLP

All practitioners at Customer Number 21874

AND Assignor acknowledges an obligation of assignment of this invention to Assignee at the time the invention was made.

Aug. 6, 2009
Date

Kazuhiko Yumikake
Name: Kazuhiko YUMIKAKE

Aug. 6, 2009
Date

Yutaka Nishio
Name: Yutaka NISHIO

Date Aug. 6. 2009

Hiroaki Okada
Name: Hiroaki OKADA

Date Aug. 6. 2009

Tsutomu Kikawa
Name: Tsutomu KIKAWA

Date _____

Name: _____

Date _____

Name: _____

Date _____

Name: _____

Date _____

Name: _____