

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Patent Assignment
CONVEYING PARTY DATA	
Name	Execution Date
Welch Allyn, Inc.	05/17/2010
RECEIVING PARTY DATA	
Name:	Ushio America, Inc.
Street Address:	5440 Cerritos Avenue
City:	Cypress
State/Country:	CALIFORNIA
Postal Code:	90630
PROPERTY NUMBERS Total: 17	
Property Type	Number
Patent Number:	5144201
Patent Number:	5291100
Patent Number:	5138228
Patent Number:	5117154
Patent Number:	5420477
Patent Number:	5539273
Patent Number:	5690532
Patent Number:	6626725
Patent Number:	6774565
Patent Number:	6495844
Patent Number:	7101245
Patent Number:	7218046
Patent Number:	6498423
Patent Number:	6693381
Patent Number:	6888312

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REEL: 024434 FRAME: 0144

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Patent Number:	5942850
Application Number:	11800522

  

CORRESPONDENCE DATA	
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ATTORNEY DOCKET NUMBER:	USHIO/N. AM (38157.00019)
NAME OF SUBMITTER:	Minette M. Tayco

  

<p>Total Attachments: 8</p> <p>source=Ushio_North America - Fully Executed Patent Assignment#page1.tif</p> <p>source=Ushio_North America - Fully Executed Patent Assignment#page2.tif</p> <p>source=Ushio_North America - Fully Executed Patent Assignment#page3.tif</p> <p>source=Ushio_North America - Fully Executed Patent Assignment#page4.tif</p> <p>source=Ushio_North America - Fully Executed Patent Assignment#page5.tif</p> <p>source=Ushio_North America - Fully Executed Patent Assignment#page6.tif</p> <p>source=Ushio_North America - Fully Executed Patent Assignment#page7.tif</p> <p>source=Ushio_North America - Fully Executed Patent Assignment#page8.tif</p>
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## PATENT ASSIGNMENT

This Patent Assignment ("**Assignment**") is made and entered into as of May 17, 2010 by and between Ushio America, Inc., a California corporation ("**Assignee**"), and Welch Allyn, Inc., a New York corporation ("**Assignor**"). Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Purchase Agreement (as defined below).

WHEREAS, pursuant to that certain Asset Purchase Agreement (the "**Purchase Agreement**"), dated as of May 17, 2010, by and between Assignor and Assignee, Assignor has agreed to sell to Assignee used by Seller in developing, manufacturing and selling metal halide lamps including those under the trademark Solarc®, including without limitation, the patents and patent applications set forth on Schedule A hereto and described below (the "**Patents**"); and

WHEREAS, Assignee desires to acquire Assignor's entire right, title and interest in and to the Patents;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth below and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **ASSIGNMENT.** Assignor hereby irrevocably and unconditionally grants, conveys, transfers, and assigns to Assignee all of Assignor's right, title and interest in and to the Patents, the inventions disclosed therein, and all future patents that may issue from the Patents throughout the world, and all foreign counterparts, divisionals, continuations in whole or in part, reexaminations, reissues, substitutions or extensions of any of the preceding (collectively "**Future Patents**"), and the right to claim priority to any of the preceding, the same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made; together with all rights to income, royalties, and license fees deriving from the Patent and Future Patents, all claims for damages by reason of past, present and future infringements of the Patents and Future Patents and the right to sue for and collect such damages, as permitted under the applicable laws for any jurisdiction or country in which such claims may be asserted for the use and benefit of Assignee and its successors, assigns and other legal representatives.

2. **ISSUANCE OF FUTURE PATENTS.** Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any officer of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of intellectual property protection or applications as aforesaid, to issue the Future Patents to Assignee and its successors, assigns and other legal representatives in accordance with the terms of this instrument.

3. **ASSISTANCE.** Assignor agrees to perform, at Assignee's cost, all acts deemed necessary or desirable by Assignee to permit and assist Assignee in perfecting and enforcing the full benefits, enjoyment, rights, title and interest throughout the world in all Patents and Future Patents, and the intellectual property rights therein assigned to Assignee hereunder. Such acts may include execution of documents, including any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith reasonably necessary to perfect such benefits, enjoyment, rights, title and interest in Assignee, assistance and cooperation in the registration and enforcement of applicable intellectual property rights or other legal proceedings, including providing documents and materials in the possession or control of Assignor, testifying in any legal proceedings, signing lawful papers and making all lawful oaths at Assignee's expense, and generally doing everything that is reasonably necessary to aid Assignee in obtaining and enforcing proper protection for applicable intellectual property rights.

4. **GENERAL.**

4.1. **Governing Law.** This Assignment shall be construed in accordance with, and governed in all respects by, the internal laws of the State of New York (without giving effect to principles of conflicts of laws). Each party expressly and irrevocably consents to the jurisdiction of each such court (and each appellate court thereof).

4.2. **Assignment.** Assignee may assign any of its rights or delegate any of its obligations under this Assignment to any third party without the prior written consent of Assignor, and, upon such assignment, such third party shall be solely responsible for the performance of all of the obligations of Assignee under this Assignment. This Assignment will apply to, be binding in all respects upon, and inure to the benefit of the successors and assigns of Assignee.

4.3. **Waiver; Amendment.** Any agreement on the part of a party to any extension or waiver of any provision hereof shall be valid only if set forth in an instrument in writing signed on behalf of such party. A waiver by a party of the performance of any covenant, agreement, obligation, condition, representation or warranty shall not be construed as a waiver of any other covenant, agreement, obligation, condition, representation or warranty. A waiver by any party of the performance of any act shall not constitute a waiver of the performance of any other act or an identical act required to be performed at a later time. This Assignment may not be amended, modified or supplemented except by written agreement of the parties.

4.4. **Severability.** If any provision of this Assignment is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Assignment will remain in full force and effect. Any provision of this Assignment held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

4.5. **Construction.** This Assignment was negotiated by the parties with the benefit of legal representation and any rule of construction or interpretation otherwise requiring this Assignment to be construed or interpreted against any party shall not apply to any construction or interpretation hereof.

4.6. Execution of Agreement; Counterparts; Electronic Signatures.

(a) This Assignment may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument, and shall become effective when counterparts have been signed by each party and delivered to the other party; it being understood that the parties need not sign the same counterparts.

(b) The exchange of copies of this Assignment and of signature pages by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by combination of such means, shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile shall be deemed to be their original signatures for all purposes.

4.7. Entire Agreement. This Assignment constitutes the entire agreement among the parties to this Assignment and supersedes all other prior agreements and understandings, both written and oral, among or between any of the parties with respect to the subject matter hereof and thereof.

**[Signature Page Follows]**

IN WITNESS WHEREOF, each of the parties hereto has executed this Assignment, or has caused this Assignment to be executed on its behalf by a representative duly authorized, all as of the date first above set forth.

**"Assignor"**

WELCH ALLYN, INC., a New York corporation

By: William J. Bolton

Name: William J. Bolton

Title: Sr. Vice President

**"Assignee"**

USHIO AMERICA, INC., a California corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

(Signature Page to Patent Assignment)

IN WITNESS WHEREOF, each of the parties hereto has executed this Assignment, or has caused this Assignment to be executed on its behalf by a representative duly authorized, all as of the date first above set forth.

"Assignor"

WELCH ALLYN, INC., a New York corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

"Assignee"

USHIO AMERICA, INC., a California corporation

By: Hideaki Takizawa

Name: HIDEAKI TAKIZAWA

Title: CFO and General Manager

(Signature Page to Patent Assignment)

## SCHEDULE A

### Lighting Products - Issued Patents (Arc)

Business	title	Status	Patent No	Country	Abstract
Arc	LOW WATT METAL HALIDE LAMP	ISSUED	5,144,201	UNITED STATES	A metal halide arc discharge lamp is disclosed having a power input rating of not more than 35 watts. The lamp includes an envelope of light transmissive material, such as fused quartz, including a bulb portion, a pair of transitional neck portions extend [Note: the term of this patent expired Feb 2010]
Arc	LOW WATTAGE METAL HALIDE LAMP APPARATUS	ISSUED	5,291,100	UNITED STATES	A low DC input, low wattage, high efficacy metal halide arc discharge lamp apparatus is provided which has a simplified control system including a regulated power supply, a forty kilohertz oscillator and driver for powering the bulb a main power transform
Arc	BULB GEOMETRY FOR LOW POWER METAL HALIDE LAMP	ISSUED	5,138,228	UNITED STATES	A low-wattage metal-halide discharge lamp has a tube of the double ended type that forms a bulb or envelope, a pair of electrodes, e.g., an anode and a cathode, which penetrate into an arc chamber inside the envelope, and a suitable amount of mercury plus
Arc	METAL HALIDE DISCHARGE LAMP WITH IMPROVED SHANK LOADING FACTOR	ISSUED	5,117,154	UNITED STATES	A low-wattage metal-halide discharge lamp has a quartz tube of the double-ended type that forms a bulb or envelope, a pair of electrodes, e.g., an anode and a cathode, which penetrate into an arc chamber inside the envelope, and a suitable amount of mercur
Arc	ELECTRODE FOR METAL HALIDE DISCHARGE LAMP	ISSUED	5,420,477	UNITED STATES	A low power metal halide discharge lamp having an improved electrode structure. Two elongated electrodes fabricated of a doped tungsten each extend axially through a respective neck of a bulb into an arc chamber. Each of electrode comprises a lead-in wire
Arc	ETCHED ELECTRODE FOR METAL HALIDE DISCHARGE LAMPS	ISSUED	5,539,273	UNITED STATES	A one piece electrode for use in miniature and subminiature lamps having a large diameter post section and a smaller diameter lead-in section. The lead-in section is formed by an electrochemical process from a wire that has an outer diameter



Lighting Products - Issued Patents (Arc)

Business	Title	Status	Patent No	Country	Abstract
					equal to the
Arc	METHOD FOR FORMING TUNGSTEN ELECTRODE	ISSUED	5,690,532	UNITED STATES	A one piece electrode is disclosed for use in miniature and subminiature lamps having a large diameter post section and a smaller diameter lead-in section. The lead-in section is formed by an electrochemical process from a wire that has an outer diameter
Arc	ELECTRODE TREATMENT SURFACE PROCESS FOR REDUCTION OF A SEAL CRACKS IN QUARTZ	ISSUED	6,626,725	UNITED STATES	The invention relates to a tungsten electrode which causes minimal cracking when sealed in a quartz glass envelope. The invention includes forming a substantially uniform oxide coating on a selected portion of the shank of a tungsten electrode followed by
Arc	ELECTRODE SURFACE TREATMENT PROCESS	ISSUED	6,774,565	UNITED STATES	The invention relates to a tungsten electrode which causes minimal cracking when sealed in a quartz glass envelope. The invention includes forming a substantially uniform oxide coating on a selected portion of the shank of a tungsten electrode followed by
Arc	METAL HALIDE LAMP FOR CURING ADHESIVES	ISSUED	6,495,844	UNITED STATES	An arc lamp assembly which includes in combination a reflector and a light source which is surrounded by said reflector. A dichroic coating on the reflector functions to reflect radiation in the range of about 300 to 600 nm. The light source is an arc lam
Arc	STABLE ELECTRODE DESIGN AND METHOD	ISSUED	B2 7,101,245	UNITED STATES	A method of making a unitized tungsten electrode which exhibits superior mechanical and electrical properties which includes providing a length of cylindrical cut stock having a predetermined diameter and length. The stock is ground to form a rough unfini
Arc	UNITIZED CHEMICALLY ETCHED TUNGSTEN ELECTRODE	ISSUED	7,218,046	UNITED STATES	A method of making a unitized tungsten electrode which exhibits superior mechanical and electrical properties which includes providing a length of cylindrical cut stock having a predetermined diameter and length. The stock is ground to form a rough unfini

Lighting Products - Issued Patents (Arc)

Business	Title	Status	Patent No	Country	Abstract
Arc	LAMP THERMAL CONTROL BY DIRECTED AIR FLOW	ISSUED	6,498,423	UNITED STATES	A method for thermal control of a lamp assembly which includes an arc lamp and an associated reflector enclosed within an outer housing. The method includes providing a predetermined air flow path within said housing whereby a continuous flow of ambient a
Arc	LAMP AND FAN THERMAL CONTROL BY DIRECTED AIR FLOW	ISSUED	6,693,381	UNITED STATES	A method for thermal control of a lamp assembly which includes an arc lamp, fan and an associated reflector enclosed within a sealed module. The method includes providing a predetermined air flow path within said module whereby a continuous flow of ambien
Arc	METAL HALIDE LAMP FOR CURING ADHESIVES	ISSUED	6,888,312	UNITED STATES	An arc lamp assembly which includes in combination a reflector and a light source which is surrounded by said reflector. A dichroic coating on the reflector functions to reflect radiation in the range of about 300 to 600 nm. The light source is an arc lam
Arc	MINIATURE PROJECTION LAMP	ISSUED	5,942,850	UNITED STATES	A high performance miniature projection lamp which includes a glass envelope having a pair of opposite neck portions each with a coaxial central opening having a reduced section and an hermetically sealed central chamber having a volume of about 130 mm.su

Welch Allyn - Lighting Pending Patent Applications

Business	Title	Status	Anagua No	Country	Abstract
Arc	METAL HALIDE LAMP FOR CURING ADHESIVES	Application	81025129	UNITED STATES	US reissue, application 11/800522