

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Tomoaki UEDA	12/14/2010
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	EMPIRE TECHNOLOGY DEVELOPMENT LLC
<b>Street Address:</b>	2711 Centerville Road, Suite 400
<b>City:</b>	Wilmington
<b>State/Country:</b>	DELAWARE
<b>Postal Code:</b>	19808
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	13000127
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(202)797-8188
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Email:</b>	ipusa@ipusapat.com
<b>Correspondent Name:</b>	IPUSA, PLLC
<b>Address Line 1:</b>	1054 31st Street, N.W., Suite 400
<b>Address Line 4:</b>	Washington DC, DISTRICT OF COLUMBIA 20007
<b>ATTORNEY DOCKET NUMBER:</b>	10ETD-004
<b>NAME OF SUBMITTER:</b>	chris tanner, esq.
<b>Total Attachments: 5</b> source=10ETD-004AssignmentRecordation2#page1.tif source=10ETD-004AssignmentRecordation2#page2.tif source=10ETD-004AssignmentRecordation2#page3.tif source=10ETD-004AssignmentRecordation2#page4.tif source=10ETD-004AssignmentRecordation2#page5.tif	

CH \$40.00 13000127

### RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies)**  
Tomoaki UEDA

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

**2. Name and address of receiving party(ies)**  
Name: EMPIRE TECHNOLOGY DEVELOPMENT LLC  
Internal Address: \_\_\_\_\_  
\_\_\_\_\_  
Street Address: 2711 Centerville Road, Suite 400  
\_\_\_\_\_  
City: Wilmington  
State: Delaware  
Country: U.S.A. Zip: 19808  
Additional name(s) & address(es) attached?  Yes  No

**3. Nature of conveyance/Execution Date(s):**  
Execution Date(s) December 14, 2010

Assignment  Merger  
 Security Agreement  Change of Name  
 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)  
13/000,127

B. Patent No.(s)

Additional numbers attached?  Yes  No

**5. Name and address to whom correspondence concerning document should be mailed:**  
Name: IPUSA, PLLC  
Internal Address: \_\_\_\_\_  
\_\_\_\_\_  
Street Address: 1054 31st Street, N.W. Suite 400  
\_\_\_\_\_  
City: Washington  
State: DC Zip: 20007  
Phone Number: 202-797-4181  
Fax Number: 202-797-8188  
Email Address: ipusa@ipusapat.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 by credit card  
 Authorized to be charged to deposit account  
 Enclosed  
 None required (government interest not affecting title)

**8. Payment Information**

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number 50-4424  
Authorized User Name Christopher M. Tanner

**9. Signature:** CM Tanner Dec 22, 2010  
Signature Date  
Christopher M. Tanner  
Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 5

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

**ASSIGNMENT OF PATENT RIGHTS**  
**特許権の譲渡証書**

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged,

Tomoaki UEDA, 1-8-508 Shinsai, Momoyama-cho, Fushimi-ku, Kyoto-shi, Kyoto 612-0086 JAPAN

("Assignor"),

effective as of April 21, 2010 hereby sells, assigns, transfers, and conveys unto Empire Technology Development LLC, a Delaware limited liability company, with an address at 2711 Centerville Road, Suite 400, Wilmington, DE 19808 ("Assignee"), all rights, title, and interests that exist today and may exist in the future in and to any and all of the following items (1) through (8) below:

(価値ある対価 (この対価を受領したことおよびその内容が十分であることをここに確認する) に基づいて、2010年4月21日を発効日として、上田智章、日本国京都府京都市伏見区桃山町真斉1-8-508 (以下「譲渡人」) は、下記 (1) 乃至 (8) の記載事項のすべてについて現在存在し、将来存在しうる一切の権利、権原および権益を、デラウェア州の有限責任会社であり、所在地をデラウェア州19808, ウィルミントン、スイート 400, センタービル ロード 2711に置く、エンパイア テクノロジー ディベロップメント エルエルシー (以下「譲受人」) に対してここに売却し譲渡し移転する。)

1. the inventions disclosed in the solution report/invention disclosure titled "System that Enables to Make an Emergency Alert on SAS (Sleep Apnea Syndrome) while Sleeping" and all inventions claimed and/or described in the Application (collectively, the "Invention");

(1. 「System that Enables to Make an Emergency Alert on SAS (Sleep Apnea Syndrome) while Sleeping」と表題が付けられたソリューションレポート又は発明開示書において開示された発明並びに出願において請求又は記述されたすべての発明 (以下「本発明」と総称) ;)

2. the patent applications listed in the table below (the "Application");

Patent Application No.	Country	Filing Date	Title
PCT/JP2010/004869	PCT	2-AUG-2010	DETECTION OF BIOLOGICAL INFORMATION OF A SUBJECT

(2. 表に記載された特許出願 (以下「本出願」) ;)

3. all rights with respect to the Invention, including all United States patents or other governmental grants or issuances that may be granted with respect to the Invention or from any direct or indirect divisionals, continuations, continuations-in-part, or other patent applications claiming priority rights from the Application ("Potential Patents");

(3. 「本発明」にかかわるすべての権利。これにはアメリカ合衆国特許又はその他の政府許可若しくは発行であって、「本発明」に関して与えられるか、又は「本出願」に基づいて優先権を主張する直接若しくは間接的な分割出願、継続出願、一部継続出願又はその他の特許出願 (以下「潜在特許」) から発生するすべての権利が含まれる。;)

4. all reissues, reexaminations, extensions, or registrations of the Potential Patents;

( 4. 「潜在特許」のすべての再発行、再審査、延長または登録 ; )

5. all non-United States patents, patent applications, and counterparts relating to any or all of the Invention, the Application, and the Potential Patents, including, without limitation, certificates of invention, utility models, industrial design protection, design patent protection, and other governmental grants or issuances ("Foreign Rights"), and including the right to file foreign applications directly in the name of Assignee, its successors and assigns;

( 5. 「本発明」、「本出願」又は「潜在特許」の全部又は一部に関するすべてのアメリカ合衆国外における特許、特許出願及び対応特許。これには発明証、実用新案、工業意匠保護、意匠特許保護及びその他の政府許可または発行証(以下「外国権利」)などを含み、さらに「譲受人」、その承継人及び被譲渡人の名義で直接外国出願する権利も含む ; )

6. all rights to claim priority rights deriving from the Application;

( 6. 「本出願」から発生する優先権を主張するすべての権利 ; )

7. all causes of action and remedies related to any or all of the Application, the Invention, the Potential Patents, and the Foreign Rights (including, without limitation, the right to sue for past, present, or future infringement, misappropriation or violation of rights related to any of the foregoing and the right to collect royalties and other payments under or on account of any of the foregoing); and

( 7. 「本出願」、「本発明」、「潜在特許」及び「外国権利」の全部若しくは一部に関するすべての訴因および救済手段(これには、それらの訴因や救済手段に関する権利の過去、現在又は将来における侵害、盗用又は違反に対して訴えを起こす権利や、それらの訴因や救済手段に基づいてまたはそれを根拠として実施料やその他の金銭を徴収する権利なども含む)。及び、)

8. any and all other rights and interests arising out of, in connection with, or in relation to the Application, the Invention, Potential Patents, and the Foreign Rights.

( 8. 「本出願」、「本発明」、「潜在特許」又は「外国権利」に起因してまたは関連して発生するその他すべての権利および権益。 )

Assignor will not sign any document or do any act conflicting with this Assignment, and, without further compensation, will sign all documents and do such additional acts as Assignee, its successors, legal representatives, and assigns deem necessary or desirable to perfect enjoyment of the Rights, conduct proceedings regarding the Rights (including any litigation or interference proceedings), or perfect or defend title to the Rights. Assignor requests the respective patent office or governmental agency in each jurisdiction to issue any and all patents, certificates of invention, utility models, or other governmental grants or issuances that may be granted upon any of the Rights in the name of the Assignee, as the assignee to the entire interest therein.

（「譲渡人」は、本同意書と矛盾する内容の文書に署名することなく、矛盾する行為をすることはない。また「譲受人」、その承継人、法律上の代理人および被譲渡人が本権利を十分に享受し、本権利に関する手続（訴訟手続又は抵触審査を含む）を遂行し、又は本権利の権原の完全化もしくは防御をするために必要または望ましいと考えるすべての文書に、譲渡人は無償で署名しかつ同様の追加的な行為を行う。本権利のいずれかに関して発行される可能性のあるすべての特許、発明証、実用新案又はその他の政府許可証若しくは発行証について、譲渡人はそれらのすべてを「譲受人」の名義により、譲受人をすべての権利者として発行されるよう、各管轄のそれぞれの特許当局又は政府機関に要請する。）

Assignor hereby authorizes and requests Assignee's authorized representative to insert on this Assignment the filing date and Patent Application Numbers in the table above when known.

（譲渡人は、出願日及び特許出願番号を（知ったときに）本譲渡証書に記入することを、譲渡人が委任した代理人に対してここに許可し要請する。）

The terms and conditions of this Assignment will inure to the benefit of Assignee, its successors, legal representatives, and assigns and will be binding upon Assignor, their successors, legal representatives and assigns.

（本譲渡証書の条件は、譲受人、その承継人、法律上の代表者及び被譲渡人のために効力を生じ、かつそれらの者に対して拘束力を有する。）

[Signature Page(s) to Follow]

Inventor / Organization Stamp:



By:

Tomoaki Ueda

Print name:

Tomoaki UEDA

**ATTESTATION**

**証明書**

Each of the undersigned witnessed the signature of Tomoaki UEDA to this document and makes the following statements:

(各末尾署名者は、上田智章が本文書に署名したことを証し、下記の通り表明する。)

1. I am over the age of 18 and competent to testify as to the facts in this Attestation block if called upon to do so.

(1. 私は18歳以上であり要請によりこの証明書に記載された事実を証言する能力がある。)

2. Tomoaki UEDA is personally known to me (or proved to me on the basis of satisfactory evidence) and appeared before me on Dec. 14, 2010, to execute this document.

(2. 上田智章は、私が自ら個人的に認識するに至った人物であり(又は、十分な証拠のもとに本人の身元を私に証明し)、本文書を作成するため2010年12月14日に私のもとに出頭した。)

3. Tomoaki UEDA subscribed to this document.

(3. 上田智章は、本文書に署名した。)

I declare under penalty of perjury under the laws of the United States of America, and under penalty of the laws of any other jurisdiction before which this document may be presented, that the foregoing is true and correct.

(私は、アメリカ合衆国の法律に基づく偽証罪及び本文書の提出先であるその他の管轄の法律に基づく罰則を承知の上で、以上の内容が真実かつ正確であることを宣言する。)

By:

Michiko Uechi

Print name:

Michiko Uechi

By:

Hiroyuki Gurita

Print name:

Hiroyuki GURITA