### 501881548 04/09/2012

### PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
Andrew Michael Christian SMOUT	02/14/2012
Daniel Neil William PHILLIPS	02/17/2012
TOSHIBA MEDICAL VISUALIZATION SYSTEMS EUROPE, LIMITED	02/07/2012

#### **RECEIVING PARTY DATA**

Name:	KABUSHIKI KAISHA TOSHIBA	
Street Address:	1-1, Shibaura 1-chome, Minato-Ku	
City:	Tokyo	
State/Country:	Japan	
Postal Code:	105-8001	

Name:	TOSHIBA MEDICAL SYSTEMS CORPORATION	
Street Address:	1385, Shimoishigami	
City:	Otawara-shi, Tochigi	
State/Country:	JAPAN	
Postal Code:	324-8550	

#### PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	13427219

### **CORRESPONDENCE DATA**

 Fax Number:
 (703)413-2220

 Phone:
 (703) 413-3000

 Email:
 asomaiel@oblon.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Correspondent Name: Oblon, Spivak, et al.

Address Line 1: 1940 Duke Street

**PATENT** 

REEL: 028012 FRAME: 0170

OP \$40.00 13427219

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Address Line 4: Alexandria, VIRGINIA 22314	
ATTORNEY DOCKET NUMBER:	396963US2SX
NAME OF SUBMITTER:	Adel Samuel
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PATENT REEL: 028012 FRAME: 0171

#### ASSIGNMENT

<u>ACKNOWLEDGEMENT</u> by an Employee of the Right to apply for a Patent and <u>AN ASSIGNMENT</u> BETWEEN

Andrew Michael Christian SMOUT of c/o Toshiba Medical Visualization Systems Europe, Limited, Bonnington Bond, 2 Anderson Place, Edinburgh EH6 5NP, United Kingdom, a national of UNITED KINGDOM;

Daniel Neil William PHILLIPS of c/o Toshiba Medical Visualization Systems Europe, Limited, Bonnington Bond, 2 Anderson Place, Edinburgh EH6 5NP, United Kingdom, a national of UNITED KINGDOM;

(hereinafter referred to as "Inventors");

TOSHIBA MEDICAL VISUALIZATION SYSTEMS EUROPE, LIMITED of BONNINGTON BOND 2, ANDERSON PLACE, EDINBURGH EH6 5NP, UNITED KINGDOM, a corporation organised under the laws of Scotland under Company No. SC341779

(hereinafter referred to as "the Employer Company");

KABUSHIKI KAISHA TOSHIBA, a Japanese corporation, having a business address at 1-1, Shibaura 1-chome, Minato-ku, Tokyo 105-8001, JAPAN

TOSHIBA MEDICAL SYSTEMS CORPORATION, a Japanese corporation, having a business address at 1385, Shimoishigami, Otawara-shi, Tochigi 324-8550, JAPAN

(hereinafter referred to as "Assignees").

### WHEREAS:

- (A) Each Inventor claims jointly with the other Inventors to have made the Invention described in the attached specification entitled: "Image Processing Method and Apparatus" (hereinafter referred to as "the Invention");
- (B) The Invention has been made during the period of the Inventors' employment with the Employer Company in the course of their normal duties with the Employer Company, and by virtue of the terms of their employment with the Employer Company the Invention is to be taken as between the Employer Company and the Inventor to belong to the Employer Company; and
- (C) The Employer Company agrees to assign its rights to the Invention, the right to apply for a patent or patents relating to the said Invention, together with all rights title and interest in and arising therefrom jointly to the Assignees.

## NOW THIS AGREEMENT WITNESSES as follows:-

- 1. Each Inventor HEREBY ACKNOWLEDGES that his rights to the Invention and all rights therein including the right to apply for a patent or patents relating to the Invention belongs to the Employer Company, and pursuant thereto HEREBY ASSIGNS TO AND CONFIRMS the vesting in the Employer Company of:
- (a) the whole of the property in the Invention throughout the world and any protection

PATENT REEL: 028012 FRAME: 0172 obtained at any time therefor and all rights title and interest which the Inventor may have or have been entitled to therein including all rights to bring proceedings for infringement thereof together with the full and exclusive benefit thereof and

- (b) the entire right, title and interest in and to the invention and in and to all applications for patent and patents for invention including all divisions, reissues, continuations, substitutes and extensions thereof and all rights arising under or pursuant to any and all international agreements, treaties or laws relating to the protection of industrial property, including rights of priority, resulting from the filing of any of said applications both in the United States of America and throughout the world.
- 2. In pursuance of the agreement referred to in Recital (C) and IN CONSIDERATION of the sum of FIVE US DOLLARS, receipt of which is hereby confirmed, the Employer Company hereby assigns to the Assignees all its rights in the Invention including the right to apply for a patent or patents and to exploit the Invention or any patent or other protection obtained in respect thereof TO HOLD the same unto the Assignees absolutely.
- 3. Each Inventor hereby warrants to the Employer Company and to the Assignees:
- (a) that he has not assigned or agreed to assign to any person firm or company or otherwise encumbered the Invention or any other part of the rights therein and thereto;
- (b) that he has not disclosed and will not disclose the Invention to any person firm or company other than the Employer Company or the Assignees except as directed by the Employer Company or the Assignees;
- (c) that he will give to the Employer Company or the Assignees all information in his possession or in his power relating to the Invention and the method of employing or using the same as the Employer Company or the Assignees shall require;
- (d) that he knows of no reason why a valid patent or valid patents relating to the Invention should not be granted either to himself or to his successors in title; and
- (e) that on request and without further consideration, but at the expense of the Assignees, he will communicate to the Assignees or its representatives all facts known to him in respect of the invention and testify in any legal proceedings, sign all lawful papers, execute all divisional, continuing, continued prosecution, reissue, or other applications, make all rightful oaths and declarations, and generally do everything possible to aid the Assignees to obtain and enforce proper patent protection for the invention including assisting the Assignees or their nominee to defend oppositions to grant thereof, to maintain the same when granted and to present and prosecute for the infringement thereof.
- 4. Each inventor hereby grants the following law firm 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 U.S. Patent and Trademark Office for recordation of this document.

Oblon, Spivak, McClelland, Maier & Neustadt, L.L.P., 1940 Duke Street Alexandria, VA 22314

IN WITNESS thereof the parties have duly executed this document

PATENT REEL: 028012 FRAME: 0173

## ASSIGNMENT

FIRST INVENTOR					
Residence Address: Edinburgh, United Kingdom					
Mailing Address: c/o Toshiba Medical Visualization Sy	Mailing Address: c/o Toshiba Medical Visualization Systems Europe, Limited, Bonnington Bond, 2				
Anderson Place, Edinburgh EH6 5NP, United Kingdo	m.				
Nationality: United Kingdom					
	11 El 0010				
)	14 Feb 2012				
Name: Andrew Michael Christian SMOUT	Date:				
SECOND INVENTOR					
Residence Address: Edinburgh, United Kingdom					
Mailing Address: c/o Toshiba Medical Visualization Sy	stems Europe Limited Roppington Rond 2				
Anderson Place, Edinburgh EH6 5NP, United Kingdon	m				
Nationality: United Kingdom					
La Talletin	17 Fol 7017				
Oarner, in hine,	17 Feb 2012				
Name: Daniel Neil William PHILLIPS	Date:				
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magyara					
TOSHIBA MEDICAL VISUALIZATION SYSTEMS E	UROPE, LIMITED (EMPLOYER COMPANY)				
Address: Bonnington Bond, 2 Anderson Place, Edinbu	rgh EH6 5NP, United Kingdom				
Nationality: United Kingdon					
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Name of Signatory: Fredric Friedberg	71-11				
Capacity of Signatory: Director	Date:				
Capacity of Digitatory. Director					

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RECORDED: 04/09/2012