

## PATENT ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT												
NATURE OF CONVEYANCE:	ASSIGNMENT												
CONVEYING PARTY DATA													
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<table border="1"> <tr> <td>Name:</td> <td>Horiba, Ltd.</td> </tr> <tr> <td>Street Address:</td> <td>2 Miyanohigashi, Kisshoin</td> </tr> <tr> <td>Internal Address:</td> <td>Minami-ku</td> </tr> <tr> <td>City:</td> <td>Kyoto</td> </tr> <tr> <td>State/Country:</td> <td>JAPAN</td> </tr> <tr> <td>Postal Code:</td> <td>601-8510</td> </tr> </table>		Name:	Horiba, Ltd.	Street Address:	2 Miyanohigashi, Kisshoin	Internal Address:	Minami-ku	City:	Kyoto	State/Country:	JAPAN	Postal Code:	601-8510
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CORRESPONDENCE DATA													
Fax Number: 9528963333 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> Phone: 952-896-3203 Email: ipgroup@larkinhoffman.com Correspondent Name: Jose W. Jimenez Address Line 1: 1500 Wells Fargo Plaza Address Line 2: 7900 Xerxes Avenue South Address Line 4: Minneapolis, MINNESOTA 55431													
ATTORNEY DOCKET NUMBER:	36228.00000												

OP \$40.00 13723371

NAME OF SUBMITTER:

Jose W. Jimenez

Total Attachments: 3

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## PATENT ASSIGNMENT

WHEREAS, I/we the undersigned (each hereinafter referred to as "Assignor"), have invented certain new and useful inventions as disclosed and/or claimed in Patent Application No. 13/723371, entitled: "PARTICLE NUMBER COUNTING APPARATUS" filed December 21, 2012, (hereinafter, the "Application"); and

WHEREAS, **Horiba, Ltd.** a Japan corporation with a place of business at 2 Miyanohigashi, Kisshoin, Minami-ku, Kyoto, Japan (hereinafter "Assignee") is desirous of acquiring the entire right, title and interest in and to said Application and any and all Letters Patent of the United States and Letters Patent or equivalents thereof in any and all foreign countries which may be obtained therefore;

NOW, THEREFORE, for One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby sell, assign, transfer and set over unto Assignee, the entire right, title and interest in and to the Application and the inventions disclosed and/or claimed therein, and in and to all patents of the United States and in any and all foreign countries which may issue therefrom, along with all patent application that relate thereto, including all continuations, continuations-in-part, divisionals, reexaminations and reissues thereof in the United States and the equivalents thereof in any and all foreign countries, together with all rights to income, royalties, damages and payments now or hereafter due or payable with respect thereto, and to all causes of action (either in law or in equity) associated therewith, including all rights to sue, counterclaim, and recover for infringement thereof and to obtain all other possible remedies for Assignee's own use and enjoyment as fully and completely as the same would have been held by Assignor had this assignment and sale not been made. The said entire right, title and interest shall vest irrevocably in Assignee, and this assignment shall inure to the benefit of Assignee and Assignee's successors and assigns and shall be binding upon Assignor, and Assignor's successors and assigns.

Assignor covenants and agrees, upon request by Assignee, without additional compensation, but at no expense to Assignor, to execute or assent to foreign applications, and to execute all papers, assignments or other documents as requested by Assignee, and Assignor covenants to provide testimony by affidavit or otherwise on behalf of Assignee in any proceeding before the United States Patent and Trademark Office ("USPTO"), international or foreign patent authority, state or federal court, or other decision-making body, and that, in general, Assignor covenants to cooperate fully with Assignee as necessary or desirable to vest the enjoyment of, and to secure, perfect, maintain or enforce said entire right, title and interest in and to said Applications and any patents issuing therefrom or related thereto in and to Assignee. Assignor further covenants that no instrument has been executed that is contrary to this Assignment nor has Assignor taken any action contrary to this Assignment nor will Assignor do so in the future.

Assignor hereby authorizes post-signature entry of the serial number assigned to the Application by the USPTO in the space provided above in order to ensure proper identification of the Application being assigned hereby.

The Commissioner of Patents and the officials with comparable authority over patents in foreign countries are hereby authorized and directed to issue in the name of Assignee, or as otherwise directed by Assignee, any and all patents which may issue from said Application.

ASSIGNORS:

Signed: \_\_\_\_\_  
Steve Kerrigan

Date: \_\_\_\_\_

Signed: Masayoshi Shinohara  
Masayoshi Shinohara

Date: Dec. 21, 2012

Signed: Yoshinori Otsuki  
Yoshinori Otsuki

Date: Dec. 21, 2012

Signed: Kenji Kondo  
Kenji Kondo

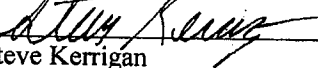
Date: Dec. 21, 2012

Signed: Kazuo Hanada  
Kazuo Hanada

Date: Dec. 21, 2012

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ASSIGNORS:

Signed:   
Steve Kerrigan

Date: Jan 22, 2013

Signed: \_\_\_\_\_  
Masayoshi Shinohara

Date: \_\_\_\_\_

Signed: \_\_\_\_\_  
Yoshinori Otsuki

Date: \_\_\_\_\_

Signed: \_\_\_\_\_  
Yoshinori Kondo

Date: \_\_\_\_\_

Signed: \_\_\_\_\_  
Kazuo Hanada

Date: \_\_\_\_\_

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