

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: PATI745944

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	MERGER	
EFFECTIVE DATE:	07/01/2024	
CONVEYING PARTY DATA		
Name		Execution Date
FUJIFILM HEALTHCARE CORPORATION		07/01/2024
RECEIVING PARTY DATA		
Company Name:	FUJIFILM CORPORATION	
Street Address:	26-30, NISHIAZABU 2-CHOME, MINATO-KU	
City:	Tokyo	
State/Country:	JAPAN	
PROPERTY NUMBERS Total: 50		
Property Type	Number	
Patent Number:	10996295	
Patent Number:	11002811	
Patent Number:	11017512	
Patent Number:	11029423	
Patent Number:	11045153	
Patent Number:	11045168	
Patent Number:	11049255	
Patent Number:	11051695	
Patent Number:	11055825	
Patent Number:	11058384	
Patent Number:	11073587	
Patent Number:	11076815	
Patent Number:	11076827	
Patent Number:	11080825	
Patent Number:	11085987	
Patent Number:	11096641	
Patent Number:	11096649	
Patent Number:	11100638	
Patent Number:	11109834	
Patent Number:	11109843	

Property Type	Number
Patent Number:	11113810
Patent Number:	11121686
Patent Number:	11122988
Patent Number:	11123024
Patent Number:	11127123
Patent Number:	11127153
Patent Number:	11134921
Patent Number:	11141078
Patent Number:	11141132
Patent Number:	11141137
Patent Number:	11143728
Patent Number:	11145094
Patent Number:	11147466
Patent Number:	11150315
Patent Number:	11151697
Patent Number:	11160517
Patent Number:	11160533
Patent Number:	11163074
Patent Number:	11169284
Patent Number:	11179115
Patent Number:	11187760
Patent Number:	11191527
Patent Number:	11193993
Patent Number:	11199596
Patent Number:	11207052
Patent Number:	11226387
Patent Number:	11253226
Patent Number:	11255939
Patent Number:	11257188
Patent Number:	11257196

#### **CORRESPONDENCE DATA**

**Fax Number:** 5184490047

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Phone:** 5184490044

**Email:** ptocommunications@hoffmanwarnick.com,sadonnino@hoffmanwarnick.com

**Correspondent Name:** Susan Amanda Adonnino

**Address Line 1:** 540 Broadway

**Address Line 2:** 4th Floor

<b>Address Line 4:</b> Albany, NEW YORK 12207	
<b>ATTORNEY DOCKET NUMBER:</b>	TAIYO-0003
<b>NAME OF SUBMITTER:</b>	Deanna Cole
<b>SIGNATURE:</b>	Deanna Cole
<b>DATE SIGNED:</b>	01/10/2025
<b>Total Attachments: 8</b> source=Corrected_Merger Agreement_English_Translation_Declaration#page1.tiff source=Corrected_Merger Agreement_English_Translation_Declaration#page2.tiff source=Corrected_Merger Agreement_English_Translation_Declaration#page3.tiff source=Corrected_Merger Agreement_English_Translation_Declaration#page4.tiff source=Corrected_Merger Agreement_English_Translation_Declaration#page5.tiff source=Corrected_Merger Agreement_English_Translation_Declaration#page6.tiff source=Corrected_Merger Agreement_English_Translation_Declaration#page7.tiff source=Corrected_Merger Agreement_English_Translation_Declaration#page8.tiff	

DECLARATION

I, Kazunari Harima, a staff member of TAIYO, NAKAJIMA & KATO, 3-17, Shinjuku 4-chome, Shinjuku-ku, Tokyo 160-0022, Japan, do hereby declare that I am well acquainted with the English and Japanese languages and I hereby certify that, to the best of my knowledge and belief, the following is a true and correct partial translation made by me into the English language of the attached original Japanese text; Merger Agreement.

Dated this 7th day of November, 2024

A handwritten signature in black ink, appearing to read 'K. Harima', is written above a horizontal line.

Kazunari Harima  
TAIYO, NAKAJIMA & KATO

## **Merger Agreement**

FUJIFILM Corporation (Address: 26-30 Nishiazabu 2-chome, Minato-ku, Tokyo) (hereinafter referred to as "**Party A**") and FUJIFILM Healthcare Corporation (Address: 2-1 Shintoyofuta, Kashiwa-shi, Chiba) (hereinafter referred to as "**Party B**") have entered into the following merger agreement (hereinafter referred to as "**the Agreement**") in relation to the absorption-type merger between the two companies (hereinafter referred to as "**the Merger**").

### **Article 1 (Method of Merger)**

In accordance with the provisions of the Agreement, Party A and Party B will merge on the effective date defined in Article 2 of the Agreement, with Party A as the surviving company and Party B as the disappearing company. As a result, Party A will continue to exist, inheriting all of Party B's rights and obligations, and Party B will be dissolved.

### **Article 2 (Effective Date)**

The date on which the Merger takes effect (hereinafter referred to as "**the Effective Date**") shall be July 1, 2024. However, it can be changed upon mutual agreement between Party A and Party B if necessary for progress of Merger procedure or for other reasons.

### **Article 3 (Money, etc. to be paid to Shareholders of the Disappearing Company)**

Since Party A holds all of Party B's issued shares, Party A will not pay any money or other payments to Party B's shareholders in exchange for their Party B shares at the time of the Merger.

### **Article 4 (Approval at the General Meeting of Shareholders)**

1. Pursuant to Article 796, Paragraph 2 of the Companies Act, Party A will carry out the Merger without obtaining approval for the Agreement at a general meeting of shareholders.

2. Pursuant to Article 784, Paragraph 1 of the Companies Act, Party B will carry out the Merger without obtaining approval for the Agreement at a general meeting of shareholders.

### **Article 5 (Preconditions for the merger to take effect)**

The Merger will take effect in the condition that the following items are each taken effect.

- ① Absorption-type split in which Party B transfers to FUJIFILM Business Expert Corporation (herein after referred to "FFBX") the rights and obligations of Party B relating to the business on support of research and development of medical machinery and equipment, system and other related products and services (including for animals) of Party B, pursuant to the absorption-type split agreement dated May 8, 2024 in which Party B will be the absorption-type split company and FFBX will be the absorption-type split successor company
- ② Absorption-type split in which Party B transfers to FUJIFILM Medical Corporation (herein after referred to "FMS") the rights and obligations of Party B relating to the business on development and domestic sales of medical machinery and equipment, system and other related products and services (including for animals) of Party B, pursuant to the absorption-type split agreement dated May 8, 2024 in which Party B will be the absorption-type split company and FMS will be the absorption-type split successor company
- ③ Absorption-type split in which Party B transfers to FUJIFILM Healthcare Manufacturing Corporation (herein after referred to "HCM") the rights and obligations of Party B relating to the business on manufacturing of medical machinery and equipment, system and other related products and services (including for animals) of Party B, pursuant to the absorption-type split agreement dated May 8, 2024 in which Party B will be the absorption-type split company and HCM will be the absorption-type split successor company

**Article 6 (Duty of Care of Good Manager of Company's Property or others)**

In the period from the conclusion of the Agreement to the effective date of the Agreement, Party A and Party B should carry out their duties and manage their property with duty of care of a good manager, and when taking any action that will have a significant effect on the assets, liabilities or rights and obligations thereof, upon consulting between Party A and Party B in advance, Party A and Party B take the action.

**Article 7 (Termination of the Agreement)**

In the period from the conclusion of the Agreement to the effective date of the Agreement, in the event of a significant change in the assets, liabilities, rights and obligations, or business status of Party A or Party B due to force majeure or other reasons, or in other

necessary cases, upon consultation between Party A and Party B, the terms of the Agreement may be changed or terminated.

**Article 8 (Effect of the Agreement)**

In the event in which the Agreement is terminated by the day previous to the Effective Date pursuant to the previous Article, the Agreement loses the effect thereof.

**Article 9 (Matters other than the Provisions of the Agreement)**

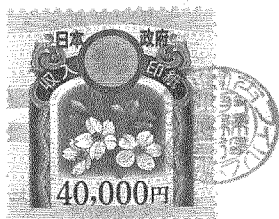
In addition to what is set forth in the Agreement, all other matters necessary for the Merger will be determined through mutual consultation between Party A and Party B.

As evidence of the formation of the Agreement, one copy of the Agreement will be prepared and stamped by the representative, with Party A retaining one original and Party B retaining one copy.

May 8, 2024

Party A: FUJIFILM Corporation, 26-30 Nishiazabu 2-chome, Minato-ku, Tokyo  
President and CEO: Teiichi Goto

Party B: FUJIFILM Healthcare Corporation, 2-1, Shintoyofuta, Kashiwa-shi, Chiba  
President and CEO: Akio Yamamoto



## 合併契約書

富士フイルム株式会社（住所：東京都港区西麻布二丁目26番30号）（以下「甲」という。）及び富士フイルムヘルスケア株式会社（住所：千葉県柏市新十番地1）（以下「乙」という。）は、両社間の吸収合併（以下「本件合併」という。）に関して次のとおり合併契約書（以下「本契約」という。）を締結する。

### 第1条（合併の方法）

甲及び乙は、本契約の定めるところに従い、本契約第2条で定義される効力発生日に、甲を存続会社、乙を消滅会社として合併する。それに伴い、甲は、乙の権利義務の全部を承継して存続し、乙は解散する。

### 第2条（合併の効力発生日）

本件合併がその効力を生ずる日（以下「効力発生日」という。）は、2024年7月1日とする。ただし、本件合併手続進行上の必要性その他の事由があるときは、甲乙協議の上、これを変更することができる。

### 第3条（消滅会社の株主に対して交付する金銭等）

甲は乙の発行済株式の全部を保有していることから、甲は、本件合併に際し、乙の株主に対してその有する乙株式に代わる金銭等を交付しない。

### 第4条（株主総会における承認）

- 1 甲は、会社法第796条第2項の規定に基づき、本契約につき株主総会の承認を得ないで本件合併を行う。
- 2 乙は、会社法第784条第1項の規定に基づき、本契約につき株主総会の承認を得ないで本件合併を行う。

### 第5条（合併の効力発生の前提条件）

本件合併は、次の各号に掲げる事項がいずれもその効力を生じたことを条件として、その効力を生じるものとする。

- ① 乙を吸収分割会社とし、富士フイルムビジネスエクスパート株式会社（以下「FFBX」という。）を吸収分割承継会社とする、2024年5月8日付吸収分割契約書に基づく、乙の医療用機器・システム及びこれに付帯する製品・サービス（動物用を含む。）の研究開発支援に関する事業に関する権利義務を乙がFFBXに承継させる吸収分割
- ② 乙を吸収分割会社とし、富士フイルムメディカル株式会社（以下「FMS」という。）を



吸収分割承継会社とする、2024年5月8日付吸収分割契約書に基づく、乙の営業統括部における医療用機器・システム及びこれに付帯する製品・サービス（動物用を含む。）の開発及び国内販売に関する事業に関する権利義務を乙がFMSに承継させる吸収分割

- ③ 乙を吸収分割会社とし、富士フイルムヘルスケアマニュファクチャリング株式会社（以下「HCM」という。）を吸収分割承継会社とする、2024年5月8日付吸収分割契約書に基づく、乙の医療用機器・システム及びこれに付帯する製品（動物用を含む。）の製造に関する事業に関する権利義務を乙がHCMに承継させる吸収分割

#### **第6条（会社財産の善管注意義務等）**

甲及び乙は、本契約の締結後効力発生日に至るまでの期間、それぞれ善良な管理者としての注意をもって、自らの業務を執行し、財産の管理を行うものとし、その資産、負債又は権利義務に重大な影響を及ぼす行為を行う場合には、事前に甲乙協議の上、これを実行する。

#### **第7条（本契約の解除等）**

甲及び乙は、本契約の締結後効力発生日に至るまでの間に、不可抗力その他の事由により、甲又は乙の資産、負債若しくは権利義務又は経営状態に重大な変更が生じた場合その他必要がある場合には、甲乙協議の上、本契約の条件を変更し、又は本契約を解除することができる。

#### **第8条（本契約の効力）**

本契約は、効力発生日の前日までに前条の規定に従い本契約が解除された場合は、その効力を失う。

#### **第9条（本契約の規定以外の事項）**

本契約に定めるもののほか、本件合併に関し必要な事項は、甲乙協議の上これを定める。

（以下本頁余白）

本契約の成立の証として、本契約書1通を作成し、代表者が捺印した上、甲が原本1通を保有し、乙が写し1通を保有する。

2024年5月8日

甲：東京都港区西麻布二丁目26番30号  
富士フイルム株式会社  
代表取締役社長 後藤 禎一



乙：千葉県柏市新十番地2番地1  
富士フイルムヘルスケア株式会社  
代表取締役社長 山本 章雄



