

MRY 7-13-98

07-17-1998



100800953

BOX ASSIGNMENTS  
PATENT  
1602-163P

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant: T. MATSUMOTO et al.

Appl. No.: 09/061,185

Group: 3614

Filed: 04/17/1998

Examiner: UNASSIGNED

For: CONTROL APPARATUS FOR AN INTERNAL  
COMBUSTION ENGINE

RECORDING OF ASSIGNMENT

**BOX ASSIGNMENTS**

July 13, 1998

Assistant Commissioner for Patents  
Washington, DC 20231

Sir:

Please record the attached original documents or copy thereof.

1. Name of Conveying party(ies) (e.g. inventor(s)):

Takuya MATSUMOTO  
Toru HASHIMOTO  
Mitsuhiro MIYAKE  
Seiichi INOUE

( 07/16/1998 INUYEN 00000164 09061185 )  
01 FC:581 40.00 OP

2. Name and address of receiving party(ies) (e.g. assignee):

MITSUBISHI JIDOSHA KOGYO KABUSHIKI KAISHA  
33-8, Shiba 5-chome, Minato-ku, Tokyo 108-8410, Japan

3. Nature of Conveyance:

- Assignment
- Security Agreement
- Merger
- Change of Name
- Other \_\_\_\_\_

Execution Date (e.g., Assignment): April 15, 1998

4. Application number(s) or patent number(s):

If this document is being filed together with a new patent application, the execution date(s) of the application (Declaration) is (are) April 15, 1998.

A. Patent Application Number(s):

09/061,185

B. Patent Number(s):

5. Name and address of party to whom correspondence concerning document should be mailed:

Birch, Stewart, Kolasch & Birch, LLP  
P.O. Box 747  
Falls Church, VA 22040-0747  
(703) 205-8000

6. Total number of applications and patents involved: one (1)

7.  The recording fee in the amount of \$40.00 is enclosed.

Appl. No. 09/061,185

8.  Please charge Deposit Account No. 02-2448 in the amount of \$\_\_\_\_\_. A duplicate copy of this request is enclosed.


If necessary, the Commissioner is hereby authorized in this, concurrent, and further replies, to charge payment or credit any overpayment to Deposit Account No. 02-2448 for any additional fees required under 37 C.F.R. § 1.16 or under 37 C.F.R. § 1.17; particularly, extension of time fees.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Respectfully submitted,

BIRCH, STEWART, KOLASCH & BIRCH, LLP

Date: July 13, 1998

By   
Terrell C. Birch  
Reg. No. 19,382

TCB:MH/pjh  
1602-163P

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TOTAL NUMBER OF PAGES INCLUDING COVER SHEET,  
ATTACHMENTS, AND DOCUMENT: five (5)

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**United States Patent Rights, or**  
**United States plus All Foreign Patent Rights**

ATTORNEY DOCKET NO.

1602-163P

### ASSIGNMENT

Application No. 09/061/185

Filed 04/17/1998

**Insert Name(s)  
of Inventor(s)** ➡

WHEREAS, Takuya MATSUMOTO, Toru HASHIMOTO, Mitsuhiro MIYAKE and Seiichi INOUE

**Insert Title  
of Invention** ➡

(hereinafter designated as the undersigned) has (have) invented certain new and useful improvements in \_\_\_\_\_

CONTROL APPARATUS FOR AN INTERNAL COMBUSTION ENGINE

**Insert Date  
of Signing of  
Application** ➡

for which an application for Letters Patent of the United States of America has been executed by the undersigned

on April 15, 1998; and

**Insert Name  
of Assignee** ➡

WHEREAS, MITSUBISHI JIDOSHA KOGYO KABUSHIKI KAISHA

**Insert Address  
of Assignee** ➡

of 33-8, Shiba 5-chome, Minato-ku, Tokyo 108-8410, JAPAN

**CHECK BOX  
IF APPROPRIATE** ➡

its heirs, successors, legal representatives and assigns (hereinafter designated as the Assignee) is desirous of acquiring the entire right, title and interest in and to said invention and in and to any Letters Patent(s) that may be granted therefor in the United States of America and  in any and all foreign countries.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) to the undersigned in hand paid, the receipt of which is hereby acknowledged, and other good and valuable consideration, the undersigned has (have) sold, assigned and transferred, and by these presents does sell, assign and transfer unto said Assignee the full and exclusive right to the said invention in the United States of America, its territories, dependencies and possessions and the entire right, title and interest in and to any and all Letters Patent(s) which may be granted therefor in the United States of America, its territories, dependencies and possessions, and if the box above is designated, in any and all foreign countries.

and to any and all divisions, reissues, continuations and extensions thereof for the full term or terms for which the same may be granted.

**PATENT**

**REEL: 9353 FRAME: 0028**

The undersigned agree(s) to execute all papers necessary in connection with this application and any continuing, divisional or reissue applications thereof and also to execute separate assignments in connection with such applications as the Assignee may deem necessary or expedient.

The undersigned agree(s) to execute all papers necessary in connection with any interference which may be declared concerning this application or continuation, division or reissue thereof or Letter Patent(s) or reissue patent issued thereon and to cooperate with the Assignee in every way possible in obtaining and producing evidence and proceeding with such interference.

The undersigned agree(s) to execute all papers and documents and to perform any act which may be necessary in connection with claims or provisions of the International Convention for the Protection of Industrial Property or similar agreements.

The undersigned agree(s) to perform all affirmative acts which may be necessary to obtain a grant of a valid United States of America patent(s) or a grant of a valid United States of America and any foreign patent(s) to the Assignee and to vest all rights therein hereby conveyed to said Assignee as fully and entirely as the same would have been held by the undersigned if this Assignment and sale had not been made.

The undersigned hereby authorize(s) and request(s) the Patent and Trademark Office Officials in the United States of America and in any foreign countries to issue any and all Letters Patents resulting from said application or any continuing, divisional or reissue applications thereof to the said Assignee, as Assignee of the entire interest, and hereby covenants that he has (they have) the full right to convey the entire interest herein assigned, and that he has (they have) not executed, and will not execute, any agreement in conflict herewith.

The undersigned hereby grant(s) the law firm of Birch, Stewart, Kolasch & Birch, LLP 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.

The undersigned hereby covenant(s) that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment.

In witness whereof, executed by the undersigned on the date(s) opposite the undersigned name(s).

Date	<u>04/15/1998</u>	Name of Inventor	<u>Takuya MATSUMOTO</u>	<u>Takuya Matsumoto</u> (signature)
Date	<u>04/15/1998</u>	Name of Inventor	<u>Toru HASHIMOTO</u>	<u>Toru Hashimoto</u> (signature)
Date	<u>06/15/1998</u>	Name of Inventor	<u>Mitsuhiro MIYAKE</u>	<u>Mitsuhiro Miyake</u> (signature)
Date	<u>09/15/1998</u>	Name of Inventor	<u>Seichi INOUE</u>	<u>Seichi Inoue</u> (signature)
Date	_____	Name of Inventor	_____	_____ (signature)
Date	_____	Name of Inventor	_____	_____ (signature)