

11-09-1998



Atty. Docket No.: 1131-398P

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MRD 10.29.98

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RECORDATION FORM COVER SHEET

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

10/29/98  
09/18/1812  
JCS23 U.S. PTO

1. Name of conveying party(ies):  
Nobuo SHIBUYA, Hideki MIYAMOTO, Hirotaka SAKAI,  
Makoto TSUCHIHATA  
Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies)  
Name: TOSHIBA BATTERY CO., LTD.  
Internal Address:  
Street Address: 4-10, Minamishinagawa 3-chome, Shinagawa-ku  
City: Tokyo State: ZIP:  
Country: JAPAN Postal Code:  
Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other:  
Execution Date: October 9, 1998

4. Application number(s) or patent number(s): New  
If this document is being filed together with a new application, the execution date of the application is: October 9, 1998  
A. Patent Application No(s):  
B. Patent No(s):  
Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: BIRCH, STEWART, KOLASCH & BIRCH, LLP  
Street Address: P.O. BOX 747  
City: FALLS CHURCH State: VA ZIP: 22040-0747  
Country: USA

6. Total number of applications and patents involved: 1(one)  
7. Total fee (37 C.F.R. § 3.41): \$40.00  
 Enclosed  
 Authorized to be charged to deposit account  
8. Deposit account number: 02-2448  
(Attach triplicate copy of this page if paying by deposit account)

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9. Statement and signature.  
*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*  
11/05/1998 SDQ/VIS 00000016 09181812  
M FC:581 TERRELL C. BIRCH 119382  
Name of Person Signing/Registered DP  
*Terrell C. Birch*  
Signature  
October 29, 1998  
Date

Total number of pages including cover sheet, attachments, and document: 3

Mail documents to be recorded with required cover sheet information to:  
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Washington, DC 20231

PATENT  
REEL: 9561 FRAME: 0441

ATTORNEY DOCKET NO.

1131-398P

## ASSIGNMENT

Application No.         New        

Filed October 29, 1998

**Insert Name(s)  
of Inventor(s)** ➡

WHEREAS, Nobuo SHIBUYA, Hideki MIYAMOTO,

Hiroataka SAKAI and Makoto TSUCHIHATA

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

**Insert Title  
of Invention** ➡

REMAINING BATTERY CAPACITY MEASURING DEVICE

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

**Insert Date  
of Signing of  
Application** ➡

on October 9, 1998; and

**Insert Name  
of Assignee** ➡

WHEREAS, TOSHIBA BATTERY CO., LTD.

**Insert Address  
of Assignee** ➡

of 4-10, Minamishinagawa 3-chome, Shinagawa-ku,

Tokyo, Japan

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

**CHECK BOX  
IF APPROPRIATE** ➡

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.

TB 509 US)

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>10/09/1998</u>	Nobuo SHIBUYA Name of Inventor	<u>Nobuo SHIBUYA</u> (signature)
Date	<u>10/09/1998</u>	Hideki MIYAMOTO Name of Inventor	<u>Hideki MIYAMOTO</u> (signature)
Date	<u>10/09/1998</u>	Hiroataka SAKAI Name of Inventor	<u>Hiroataka SAKAI</u> (signature)
Date	<u>10/09/1998</u>	Makoto TSUCHIHATA Name of Inventor	<u>Makoto TSUCHIHATA</u> (signature)
Date	_____	Name of Inventor _____	_____ (signature)
Date	_____	Name of Inventor _____	_____ (signature)