

mm) 12/20/99

Assistant Commissioner for Patents
Box Assignments
Washington, D.C. 20231

REC'D

FORM COVER SHEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

02-01-2000



orney Docket No. 105064

101254361

To the Assistant Commissioner for Patents: Please record the attached original document or copy thereof.

1. A. Name of conveying parties:
Yukio FUKUSHIMA
Ryuzo SHIMIZU
Hiroshi MATSUNAGA
Yoshifumi YASUNAGA
Yutaka MATSUDA

B. Additional name(s) of conveying party(ies) attached?
 Yes No

2. A. Name and address of receiving party:
NATIONAL SPACE DEVELOPMENT AGENCY
OF JAPAN
4-1, HAMAMATSUCHO 2-CHOME, MINATO-KU,
TOKYO-TO, JAPAN

KAWASAKI JUKOGYO KABUSHIKI KAISHA
1-1, HIGASHIKAWASAKI-CHO 3-CHOME,
CHUO-KU, KOBE-SHI, HYOGO-KEN, JAPAN

3. A. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

B. Execution Date: December 14 and 15, 1999

B. Additional name(s) & address(es) attached?
 Yes No

4. A. If this document is being filed together with a new application, the execution date of the application is: December 14 and 15, 1999

B. Patent Application No.(s) _____

C. Patent No.(s) _____

Additional numbers attached? Yes No 09/466868

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

Name: James A. Oliff

Address: **OLIFF & BERRIDGE, PLC**
P.O. Box 19928
Alexandria, VA 22320

6. Total number of applications and patents involved: 1

7. A. Total fee (37 CFR 3.41).....\$ 40.00
B. Enclosed (Check No. 105148)

8. Credit any overpayment or charge any underpayment to deposit account number 15-0461.

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.

Thomas J. Pardini
James A. Oliff Registration No. 27,075
Thomas J. Pardini Registration No. 30,411

Date: December 20, 1999

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

10564 U.S. PTO
09/466868



12/20/99

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12/20/2000
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FC:101

PATENT

REEL: 010508 FRAME: 0606

譲渡証 (Translation/日本語訳)

下記に署名した私/私達、

_____ は、

ある発明を創出し、これについて合衆国特許出願は

- ここに私/私達により署名され、
- _____ に私/私達により (それぞれ) 署名され、
- _____ に出願され、出願番号 _____ が交付され、
- PCT 国際出願 _____ として _____ に出願され、

その発明は

という名称である。そして、ここにその受領を認める対価で：私/私達は、当該発明/出願について、合衆国とその属領及び全ての外国に於ける全面的かつ独占的な権利；合衆国とその属領及び全ての外国に於いて発行される特許証に関わる全ての権利、所有権、利益；一部継続出願、継続出願、分割出願、差替え出願、再発行出願、特許期間延長等、合衆国とその属領及び全ての外国に於いて既に出願されたか若しくは今後出願される特許に関わる全ての権利；そして、国際条約、同盟、契約、法令、協定（将来制定されるものを含む）に基づく全ての優先権を伴う一切の権利；を、東京都港区浜松町二丁目4番1号及び兵庫県神戸市中央区東川崎町三丁目1番1号に住所を有する宇宙開発事業団及び川崎重工業株式会社、その後継者、譲受人及び法定代理人に対して、売却、譲渡、移転するものとする。

さらに、私/私達は、宇宙開発事業団及び川崎重工業株式会社（以下譲受人と言う）が単数ないしは複数の当該発明（以下当該発明という）に関わる特許権を、自己の名により、合衆国とその属領及び全ての外国に於いて出願し、特許を受けること；またこの譲渡証の意図と目的を誠実に実行することを求められた場合、下記に署名した私/私達が、当該譲受人、その後継者、その被譲渡者、及び法定代理人の費用負担にて、一部継続出願、継続出願、分割出願、差替え出願、再発行出願、特許期間延長等を行い、合法的宣誓書、譲渡証、委任状等の書類を作成し、あらゆる法的または準法的訴訟手続に於いて証言を行うこと；当該発明とその経緯に関連して、下記に署名した私/私達が知り得た全ての事実を、当該譲受人、後継者、被譲渡者、及び法定代理人に連絡すること；そして当該譲受人、後継者、被譲渡者、及び法定代理人が、当該発明の特許権の適切な保護、維持、権利行使するために望ましいと考慮すること、また、当該発明に関わる特許出願に際し、当該譲受人、後継者、被譲渡者、及び法定代理人に対して法的権限を付与することが望ましいと考慮することについて、可能な限り行うことを承諾する。

Assignment

For good and valuable consideration, the receipt of which is hereby acknowledged, I/WE, the undersigned,

Yukio FUKUSHIMA, Ryuzo SHIMIZU, Hiroshi MATSUNAGA, Yoshifumi YASUNAGA and Yutaka MATSUDA,

who have created a certain invention for which an application for United States Letters Patent

- executed by ME/US on even date herewith,
- executed by ME/US on _____, (respectively),
- filed on _____ and assigned Serial No. _____
- filed as International Application No. _____ filed on _____ and entitled:

ROCKET FAIRING AND METHOD OF OPENING THE SAME

Do hereby sell, assign and transfer to NATIONAL SPACE DEVELOPMENT AGENCY OF JAPAN and KAWASAKI JUKOGYO KABUSHIKI KAISHA, corporations of Japan, having places of business at 4-1, Hamamatsucho 2-Chome, Minato-Ku, Tokyo-To, Japan and 1-1, Higashikawasaki-Cho 3-Chome, Chuo-Ku, Kobe-Shi, Hyogo-Ken, Japan, their successors, assigns, and legal representatives, the full and exclusive right to said invention and said application and to any and all inventions described in said application for the United States, their territorial possessions and all foreign countries, and the entire right, title and interest in and to any and all Letters Patent which may be granted therefor in the United States, their territorial possessions and all foreign countries; and in and to any and all continuations-in-part, continuations, divisions, substitutes, reissues, extensions thereof, and all other applications for Letters Patent relating thereto which have been or shall be filed in the United States, their territorial possessions and/or any foreign countries, and all rights, together with all priority rights, under any of the international conventions, unions, agreements, acts, and treaties, including all future conventions, unions, agreements, acts, and treaties.

Agree that NATIONAL SPACE DEVELOPMENT AGENCY OF JAPAN and KAWASAKI JUKOGYO KABUSHIKI KAISHA, hereinafter referred to as Assignees, may apply for and receive Letters Patent for said invention and said inventions, hereinafter referred to as said invention, in their own names, in the United States, their territorial possessions, and all foreign countries; and that, when requested to carry out in good faith the intent and purpose of this assignment, at the expense of said Assignees, their successors, assigns and legal representatives, the undersigned will execute all continuations in-part, continuations, divisions, substitutes, reissues, extensions thereof, execute all rightful oaths, assignments, powers of attorney and other papers, testify in any legal or quasi legal proceedings, communicate to said Assignees, their successors, assigns or legal representatives all facts known to the undersigned relating to said invention and the history thereof; and generally do everything possible which said Assignees, their successors, assigns, or legal representatives shall consider desirable for aiding in securing maintaining and enforcing proper patent protection for said invention and for vesting title to said invention and all application; for patents on said invention in said Assignees, their successors, assigns, or legal representatives; and

そして、私/私達は、この書面により譲渡された権利や財産に影響する、如何なる譲渡、授権、抵当権、ライセンス等その他の協定も他の第三者との間で行っていないこと；下記に署名した私/私達によって、この書面に記載されている権利が所有されていることを、当該譲受人、後継者、被譲渡者、及び法定代理人に対して誓約するものである。

さらに、下記に署名した私/私達はこの譲渡書は英語の部分の表現によってのみ解釈されることに同意する。

上記を証明するため、私/私達は下記日付で署名する。

Covenant with said Assignees, their successors, assigns, or legal representatives that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned, and that full right to convey the same as herein expressed is possessed by the undersigned.

I/WE, the undersigned do further agree that this Assignment is to be construed solely according to the terms of the English language portions thereof.

IN TESTIMONY WHEREOF I/WE have hereunto set MY/OUR signature seal on the date indicated below.

唯一または第一発明者名	Full name of sole or first inventor Yukio FUKUSHIMA
発明者の署名 日付	Inventor's signature Date <i>Yukio Fukushima</i> December 15, 1999
第二共同発明者 (いる場合)	Full name of second joint inventor, if any Ryuzo SHIMIZU
第二共同発明者の署名 日付	Second Inventor's signature Date <i>Ryuzo Shimizu</i> December 15, 1999
第三共同発明者 (いる場合)	Full name of third joint inventor, if any Hiroshi MATSUNAGA
第三共同発明者の署名 日付	Third Inventor's signature Date <i>Hiroshi Matsunaga</i> December 15, 1999
第四共同発明者 (いる場合)	Full name of fourth joint inventor, if any Yoshifumi YASUNAGA
第四共同発明者の署名 日付	Fourth Inventor's signature Date <i>Yoshifumi Yasunaga</i> December 14, 1999
第五共同発明者 (いる場合)	Full name of fifth joint inventor, if any Yutaka MATSUDA
第五共同発明者の署名 日付	Fifth Inventor's signature Date <i>Yutaka Matsuda</i> December 14, 1999
第六共同発明者 (いる場合)	Full name of sixth joint inventor, if any
第六共同発明者の署名 日付	Sixth Inventor's signature Date
第七共同発明者 (いる場合)	Full name of seventh joint inventor, if any
第七共同発明者の署名 日付	Seventh Inventor's signature Date
第八共同発明者 (いる場合)	Full name of eighth joint inventor, if any
第八共同発明者の署名 日付	Eighth Inventor's signature Date