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To the Hon
Please record

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Remarks:
copy thereof.

jc675 U.S. PTO
09/522824
03/10/00

1. Name of conveying party(ies):
Kazuta TAKENO, Yukinori AKAMOTO, Haruhiko TANAKA, Kazumi SATO, Kiyoshi ISHITSUKA and Hiroshi KANASAKI
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: **February 23, 2000**

4. Application number(s) or patent number(s):
If this document is being filed together with a new application, the execution date of the application is: **February 23, 2000**
A. Patent Application No(s). **NEW**
09/522824 Additional numbers attached? Yes No
B. Patent No.(s).

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 No. of applications/patents involved: **One (1)**
7. Total fee (37 C.F.R. § 3.41): **\$40.00**
 Enclosed
 Authorized to be charged to deposit account, **if no fee attached.**
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.

Terrell C. Birch, #19,382 *Terrell C. Birch* March 10, 2000
Name of Person Signing/Reg. No. Signature Date

Total number of pages including cover sheet, attachments, and document: **Three (3)**

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

TCB/slp
(Rev. 01/08/2000)

99-11-1 (FPTB604)

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

ATTORNEY DOCKET NO.
1131-0438P

ASSIGNMENT

Application No. NEW

Filed March 10, 2000

Insert Name(s) of Inventor(s) ➡

WHEREAS, Kazuta TAKENO, Yukinori AKAMOTO, Haruhiko TANAKA,
Kazumi SATO, Kiyoshi ISHITSUKA & Hiroshi KANASAKI

Insert Title of Invention ➡

(hereinafter designated as the undersigned) has (have) invented certain new and useful improvements in _____
BATTERY PACK AND POWER TOOL

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 February 23, 2000; and

Insert Name of Assignee ➡

WHEREAS, TOSHIBA BATTERY CO., LTD.

Insert Address of Assignee ➡

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

G99-11-1
(PTB604)

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>02/23/2000</u>	Kazuta TAKENO	<i>Kazuta Takeno</i>
		Name of Inventor	(signature)
Date	<u>02/23/2000</u>	Yukinori AKAMOTO	<i>Yukinori Akamoto</i>
		Name of Inventor	(signature)
Date	<u>02/23/2000</u>	Haruhiko TANAKA	<i>Haruhiko Tanaka</i>
		Name of Inventor	(signature)
Date	<u>02/23/2000</u>	Kazumi SATO	<i>Kazumi Sato</i>
		Name of Inventor	(signature)
Date	<u>02/23/2000</u>	Kiyoshi ISHITSUKA	<i>Kiyoshi Ishitsuka</i>
		Name of Inventor	(signature)
Date	<u>02/23/2000</u>	Hiroshi KANASAKI	<i>Hiroshi Kanasaki</i>
		Name of Inventor	(signature)