

09-07-2000

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To the Honorable Com

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ase record the attached original documents or copy thereof.

1. Name of conveying parties:

Koji SHIO  
Osamu WAKABAYASHI  
Toru SUZUKI

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

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

Name: KOMATSU LTD.

Internal Address:

Street Address: 2-3-6, Akasaka, Minato-ku

City: Tokyo 107-8414 Country: JAPAN

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

3. Nature of conveyance:

- Assignment  Merger
- Security Agreement  Change of Name
- Other

Execution Date: July 17, 2000

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

If this document is being filed together with a new application, the execution date of the application is: July 17, 2000

A. Patent Application No.(s)

B. Patent No.(s)

09 630 366

Additional numbers attached?  Yes  No

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

Name: STEVENS, DAVIS, MILLER & MOSHER, L.L.P.

Internal Address: Suite 850/JEL 31227

Street Address: 1615 L Street, N.W.

City: Washington State: D.C. Zip: 20036

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41) .....\$40.00

- Enclosed (Check No. 13751)
- Any deficiencies may be charged to deposit account
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8. Deposit account number: 19-4375

(Attach duplicate 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.

09/06/2000 HTHRI1 00000249 09630366

01 FC:581  
James E. Ledbetter  
Name of Person Signing  
Registration No. 28,732

40.00 DP

Signature

August 1, 2000

Date

Total number of pages including cover sheet, attachments, and document: 2

OMB No. 0651-0011 (exp. 4/94)

JCE13 U.S. PTO  
09/630366  
08/01/00

USA  
ASSIGNMENT OF PATENT APPLICATION

- (1) Koji SHIO
- (2) Osamu WAKABAYASHI
- (3) Toru SUZUKI
- (4) \_\_\_\_\_
- (5) \_\_\_\_\_

In consideration of the sum of one dollar (\$1.00) and other good and valuable consideration paid to each of the undersigned, the undersigned agree(s) to assign, and hereby does assign, transfer and set over to

- (6) Komatsu Ltd.
- (6a) of 2-3-6, Akasaka, Minato-ku, Tokyo 107-8414, Japan
- (7) \_\_\_\_\_
- (7a) of \_\_\_\_\_

(hereinafter designated as the Assignee) the entire rights, title and interest for the United States, its territories, dependencies and possessions, and for the country of

- (8) \_\_\_\_\_ in the invention, and all applications for patent and any Letters Patent which may be granted therefor, known as

- (9) \_\_\_\_\_ (Case No. \_\_\_\_\_)

for which the undersigned has (have) executed on even date herewith an application for patent in the United States of America or, if not on even date, then has executed

- (10) on \_\_\_\_\_ or has already filed
- (11) U.S. appln. Serial No. \_\_\_\_\_, filed on \_\_\_\_\_.
- (12) The undersigned acknowledges an obligation of assignment of this invention to said assignee at the time the invention was made.

- 1) The undersigned agree(s) to execute all papers necessary in connection with the application and any continuing or divisional applications thereof and also to execute separate assignments in connection with such applications as the Assignee may deem necessary or expedient.
- 2) The undersigned agree(s) to execute all papers necessary in connection with any interference which may be declared concerning this application or continuation or division thereof and to cooperate with the Assignee in every way possible in obtaining such evidence and going forward with such interference.
- 3) The undersigned agree(s) to execute all papers and documents and perform any act which may be necessary in connection with claims or provisions of the International Convention for Protection of Industrial Property or similar agreements.
- 4) The undersigned agree(s) to perform all affirmative acts which may be necessary to obtain a grant of a valid United States patent to the Assignee.
- 5) The undersigned hereby authorize(s) and request(s) the Commissioner of Patents to issue any and all Letters Patent of the United States resulting from said application or any division or divisions or continuing applications thereof to the said Assignee, as Assignee of the entire interest, and hereby covenants that he has (they have) 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.
- 6) The undersigned hereby grant(s) the firm of STEVENS DAVIS, MILLER & MOSHER, L.L.P. the power to insert on this assignment any further identification which may be necessary or desirable to comply with the rules of the United States Patent Office for recordation of this document.

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

Date July 17, 2000 Signature of Inventor (1) Koji Shio (Seal)  
 Date July 17, 2000 Signature of Inventor (2) Osamu Wakabayashi (Seal)  
 Date July 17, 2000 Signature of Inventor (3) Toru Suzuki (Seal)  
 Date \_\_\_\_\_ Signature of Inventor (4) \_\_\_\_\_ (Seal)  
 Date \_\_\_\_\_ Signature of Inventor (5) \_\_\_\_\_ (Seal)

This assignment should preferably be signed before: (a) a Notary Public if within the U.S.A., or (b) a U.S. Counsel if outside the U.S.A. If neither, then it should be signed before at least two witnesses who also sign here:

Date July 18, 2000 Signature of Witness Yukiyumi Ueno (Seal)  
 Date July 18, 2000 Signature of Witness Masayuki Konishi (Seal)