12-07-2000 Form PTO-1595 U.S. Department of Commerce 6-93 Patent and Trademark Office 101542778 To the Honorable Commissioner of Patents and s or copy thereof. 1. Name of conveying party(ies): 2. Name and address of receiving party(ies): Yanmar Diesel Engine Co., Ltd. (1) Teruhito Fukuoka Name: (2) Yuji Hashimoto (3) Kazuyoshi Shinada Street Address: 1-32, Chayamachi. Kita-ku, Osaka-shi City: Osaka State: Zip Code: 530-0013 Additional name(s) of conveying party(ies) attach; d? □ yes ⋈ no Country: JAPAN 3. Nature of Conveyance: Additional name(s) & apdress(es) attached? (□\yes ⊠□ no ■ Assignment 11 Merger □ Security Agreement 11 Change of Name □ Other Execution Date(s): (1) 11/16/00 (2) 11/16/00 (3) 11/16/00 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 B. Patent No(s). A. Patent Application No(s). 09/647,999 Additional numbers attached? 6. Total number of applications and patents involved 5. Name and address of party to whom correspondence concerning document should be mailed: Name: Sterne, Kessler, Goldstein & Fox P.L.L.(. 7. Total fee (37 C.F.R. § 3.41)......\$ 40.00 Internal Address: Co. ■ Enclosed □ Authorized to be charged to Deposit Account Street Address: 1100 New York Avc., N.W. 8. Deposit Account Number: 19-0036 Suite 600 City: Washington State: D.C. Zip Code: 20005-3934 DO NOT USE THIS SPACE 9. Statement and signature.

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

Tracy-Gene G. Durkin Name of Person Signing Registration No.

Total number of pages including cover sheet, attachments and document

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Mail documents to be recorded with required cover sheet information to: Commissioner of Patents and Trademarks, Box Assignments Washington, D.C. 20231

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ASSIGNMENT

In consideration of the sum of One Dollar (\$1.00) or equivalent and other good and valuable consideration paid to each of the undersigned inventors: (1) Teruhito FUKUOKA (2) Yuji HASHIMOTO and (3) Kazuyoshi SHINADA, the undersigned inventors hereby sells and assigns to Yanmar Diesel Engine Co., Ltd. (the Assignee) his/her entire right, title and interest, including the right to sue for past infringement and to collect for all past, present and future damages:

check applicable box(es) of for the United States of America (as defined in 35 U.S.C. § 100), and throughout the world,

- (a) in the invention known as <u>Drive Device of Inboard and Outboard Engines</u> for which applications for patent in the United States of America has (have) been executed by the undersigned on (also known as United States Application No. 09/647,999, filed October 10, 2000), which is the U.S. national phase of PCT/JP99/01594; International Filing Date: March 26, 1999) in any and all applications thereon, in any and all Letters Patent(s) therefor, and
- (b) in any and all applications that claim the benefit of the patent application listed above in part (a), including continuing applications, reissues, extensions, renewals and reexaminations of the patent application or Letters Patent therefor listed above in part (a), to the full extent of the term or terms for which Letters Patents issue, and
- (c) in any and all inventions described in the patent application listed above in part (a), and in any and all forms of intellectual and industrial property protection derivable from such patent application, and that are derivable from any and all continuing applications, reissues, extensions, renewals and reexaminations of such patent application, including, without limitation, patents, applications, utility models, inventor's certificates, and designs together with the right to file applications therefor; and including the right to claim the same priority rights from any previously filed applications under the International Agreement for the Protection of Industrial Property, or any other international agreement, or the domestic laws of the country in which any such application is filed, as may be applicable;

all such rights, title and interest to be held and enjoyed by the above-named Assignce, its successors, legal representatives and assigns to the same extent as all such rights, title and interest would have been held and enjoyed by the Assignor had this assignment and sale not been made.

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

The undersigned inventor(s) agree(s) to execute all papers necessary in connection with any interference or patent enforcement action (judicial or otherwise) related to the application(s) or any continuing (continuation, divisional, or continuation-in-part), reissue or reexamination application(s) thereof and to cooperate with the Assignee in every way possible in obtaining evidence and going forward with such interference or patent enforcement action.

The undersigned inventor(s) hereby represent(s) that he/she has full right to convey the entire interest herein assigned, and that he/she has not executed, and will not execute, any agreement in conflict therewith.

The undersigned inventor(s) hereby grant(s) Robert Greene Sterne, Esquire, Registration No. 28,912. Edward J. Kessler, Esquire, Registration No. 25,688, Jorge A. Goldstein, Esquire, Registration No. 29,021; Samuel L. Fox, Esquire, Registration No. 30,353; David K.S. Cornwell, Esquire, Registration No. 31,944; Robert W.

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Esmond, Exquire, Registration No. 32,893; Tresy-Gene G. Durkin, Bequire, Registration No. 32,831; Michele A. Cimbala, Esquire, Registration No. 33,851; Michael B. Ray, Esquire, Registration No. 33,997; Robert E. Sokohl, Esquire, Registration No. 36,015; Eric K. Stelle, Esquire, Registration No. 36,688; Michael Q. Loe, Esquire, Registration No. 35,239; Stoven R. Ludwig, Esquire, Registration No. 36,203; John M. Covert, Esquire, Registration No. 38,739; and Linds E. Alcore, Esquire, Registration No. 39,588; all of STERNE, KESSLER, GCALISTEEN & FOX PL.L.C., 1100 New York Avenue, N.W., Suite 600, Washington, D.C., 20003-1934, power to insert in this assignment my further identification that may be necessary or desirable in order to comply with the rules of the United Status Patent and Trademark Office for recordation of this document.

IN WITHESS WHEREOF, executed by the undersigned inventor(s) on the date opposite his/her name.

Date:	116, November 2000	Signature of laventor: / Teruhito FUKUOKA
		Teruhito FUKUOKA
Date:	[16, November, 2000	Signature of Inventor: Yuji HASHIMOTO
		Yuji HASHIMOTO
Date:	16. November 2000	Blemshire of Levensor: / Kazuvoshi SHINADA
		Kesthynchi SHINADA

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