

10-23-2001
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RECORDED

VER SHEET

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

1. Name of conveying party(ies):

KAO CORPORATION

1-14-10, Nihonbashikayaba-cho, Chuo-ku

Tokyo, Japan

Additional name(s) of conveying party(ies) attached?

☐ YES ☒ NO

2. Name and address of receiving party(ies)

NIPPON PAINT CO., LTD.

1-2, Oyodokita 2-chome, Kita-ku

Osaka-shi, Osaka 531-8511

Japan

3. Nature of conveyance:

☒ Assignment☐ Merger☐ Security Agreement☐ Change of Name☐ Other:Execution Date: **October 1, 2001**Additional name(s) & address(es) attached? ☐ YES ☒ NO

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:

A. Patent Application No(s).

B. Patent No.(s).

5,811,158

6,202,945

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 No. of applications/patents involved: **Two (2)**7. Total fee (37 C.F.R. § 3.41): **\$80.00**☒ 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.*Joseph A. Kolasch, #22,463
Name of Person Signing/Reg. No.

Signature

October 15, 2001
DateTotal number of pages including cover sheet, attachments, and document: **Four (4)**

JAK/ETP/las

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ASSIGNMENT

WHEREAS, Kao Corporation, a corporation organized and existing under and by virtue of the laws of Japan, having an office at 1-14-10, Nihonbashikayaba-cho, Chuo-ku, Tokyo, Japan, is the owner of the entire right, title and interest in and to the following listed Letters Patents in the United States by previous assignments:

U.S. Patent No. 5,811,158, issued September 22, 1998; and

U.S. Patent No. 6,202,945, issued March 20, 2001;

WHEREAS, Nippon Paint Co., Ltd., a corporation organized and existing under and by virtue of the laws of Japan, having an office at 1-2, Oyodokita 2-chome, Kita-ku, Osaka-shi, Osaka 531-8511, Japan, is desirous of acquiring the entire right, title and interest in and to the invention(s) described and claimed in said Letters Patent(s);

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) lawful money of the United States and other valuable considerations, to me in hand paid, the receipt of and sufficiency whereof are hereby acknowledged, and said Kao Corporation has sold, assigned and transferred and does hereby sell, assign and transfer unto the said Nippon Paint Co., Ltd., its successors and assigns, its entire undivided right, title and interest in and to the said Letters Patents and the inventions

therein contained, including the right to sue for past infringement, to be held and enjoyed by the said Nippon Paint Co., Ltd., its successors and assigns the same as it would have been held and enjoyed by Kao Corporation, if this assignment and sale had not been made.

Kao Corporation, hereby represents and warrants that there are no rights or interests outstanding inconsistent with the rights and interest granted herein and that Kao Corporation will not execute any instrument or grant or transfer any rights or interests inconsistent therewith, and Kao Corporation binds itself and its heirs, executors, administrators, employees and legal representatives, as the case may be, to execute and deliver to the said Nippon Paint Co., Ltd., its successors and assigns, any further documents or instruments and do any and all further acts that may be deemed necessary by the said Nippon Paint Co., Ltd., its successors and assigns to file applications for improvements and inventions in any country where it may elect to file such applications, and that may be necessary to vest in the said Nippon Paint Co., Ltd., its successors and assigns, the title herein conveyed, or intended so to be, and to enable such title to be recorded in the United States and foreign countries where such application or applications may be filed.

AND, Kao Corporation further covenants and agrees, in consideration of the premises, that it, its executors and administrators will, at any time upon request, communicate to the

said Nippon Paint Co., Ltd., its successors and assigns, any facts relating to the said invention and improvements and the history thereof, known to it or its successors and assigns, and that it will testify as to the same in any interference or other proceeding when requested to do so by the said Nippon Paint Co., Ltd., its successors and assigns.

The undersigned hereby grants 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.

IN TESTIMONY WHEREOF, Kao Corporation, have hereunto set my hands and seal this 1 day of October 2001.

Kao Corporation,

By: Takuya GOTO
Takuya GOTO

Title: President