

REC

03-19-2003

Docket No.: AKI-B329

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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To the Honorable Commissioner of Patents and Trademarks, U.S. Department of Commerce, Patent and Trademark Office, Washington, D.C. 20231

1. Name of conveying party(ies):
**INTERNATIONAL SUPERCONDUCTIVITY
TECHNOLOGY CENTER**

3-13-03

Additional names(s) of conveying party(ies)

☐ Yes ☒ No

3. Nature of conveyance:

☒ Assignment

☐ Merger

☐ Security Agreement

☐ Change of Name

☐ Other

Execution Date: **February 14 & 19, 2003**

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

Name: **INTERNATIONAL SUPERCONDUCTIVITY**

Internal Address: **TECHNOLOGY CENTER of 34-3,**

Shinbashi 5-chome, Minato-ku, Tokyo, Japan and

NEW ENERGY AND INDUSTRIAL TECHNOLOGY

Street Address: **DEVELOPMENT ORGANIZATION of**

1-1, Higashi-Ikebukuro 3-chome, Toshima-ku, Tokyo Japan

City: _____ State: _____ ZIP: _____

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

4. Application number(s) or patent numbers(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)

U.S. 5,635,716

Additional numbers attached? ☐ Yes ☒ No

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

Name: **George A. Loud, Esquire**

Internal Address: **LORUSSO, LOUD & KELLY**

03/18/2003 ECOOPER 00000087 122174 5635716

01 FC:0021 40.00 CH

Street Address: **3137 Mount Vernon Avenue**

City: **Alexandria**

State: **VA** ZIP: **22305**

6. Total number of applications and patents involved: **1**

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

☐ Enclosed - Any excess or insufficiency should be credited or debited to deposit account

☒ Authorized to be charged to deposit account

8. Deposit account number:

12-2174

(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.

George A. Loud

Name of Person Signing

Signature

13 March 2003

Date

Total number of pages including cover sheet, attachments, and document: **4**

ASSIGNMENT

WHEREAS,

INTERNATIONAL SUPERCONDUCTIVITY TECHNOLOGY CENTER (hereinafter "ISTEC"), a corporation organized under the laws of Japan and having a place of business at 34-3, Shinbashi 5-chome, Minato-ku, Tokyo Japan; (hereinafter "ASSIGNOR") is owner, by assignment, of the entire and title and interest in United States Letters Patent No. 5,635,716 for "METHOD FOR IDENTIFYING SURFACE ATOMS OF SOLID SAMPLE AND APPARATUS THEREFOR";

WHEREAS,

NEW ENERGY AND INDUSTRIAL TECHNOLOGY DEVELOPMENT

ORGANIZATION (hereinafter "NEDO"), a corporation organized under the laws of Japan and having a place of business at 1-1, Higashi-Ikebukuro 3-chome, Toshima-ku, Tokyo Japan; (hereinafter "ASSIGNEE"), is desirous of obtaining an undivided 50% interest in said Letters Patent;

ISTEC is desirous of retaining an undivided 50% interest in said Letters Patent

NOW THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR by these presents do hereby assign and transfer unto said NEDO and ISTECH (hereinafter "ASSIGNEES"), their successors, legal representatives, heirs and assigns, the entire right, title and interest of ASSIGNOR in said Letters Patent and to all reissues and extensions of said Letters Patent, to be held and enjoyed by ASSIGNEES, for their use and behoof and for their legal representatives, successors, heirs, and assigns, to the full end of the term for which said Letters Patent is granted and any extensions thereof, as fully and entirely as the same would have been held by ASSIGNOR had this assignment and sale not been made, as follows:

NEDO	50% interest and title
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ISTECH	50% interest and title
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And for the same consideration, ASSIGNOR hereby covenant and agree that, at the time of execution and delivery of this instrument, they hold good and full right and lawful authority to sell and convey their respective interests in said Letters Patent above mentioned in the manner herein set forth; and for the same consideration ASSIGNOR hereby covenant and agree that they will, whenever counsel of ASSIGNEES, or the counsel of their successors, legal representatives, heirs or assigns, shall advise that any proceeding in connection with said Letters Patent in the United States, including interference proceedings, is lawful and desirable, or that any reissue or extension of said Letters Patent is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance,

enforcement and defense of said Letters Patent, without charge to ASSIGNEES or to their successors, legal representatives, heirs and assigns, but at the cost and expense of ASSIGNOR, their successors, legal representatives, heirs and assigns.

INTERNATIONAL SUPERCONDUCTIVITY
TECHNOLOGY CENTER

By: Shoji Tanaka

Shoji Tanaka
(Signature)

Title: Vice President

Date: Feb. 14, 2003

NEW ENERGY AND INDUSTRIAL TECHNOLOGY
DEVELOPMENT ORGANIZATION

By: Tsutomu Makino

Tsutomu Makino
(Signature)

Title: Chairman

Date: Feb. 19, 2003