

07-21-2003



SHEET

To Please

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mark Office: or copy thereof.

PTO 10/614129



07/08/03

1. Name of conveying party(ies):
 [FAMILY NAME (ALL CAPS), Given Name]
HIRAI, Norio *7-8-03*

Additional name(s) of conveying party(ies) attached?
 YES NO

2. Name and address of receiving party(ies)
 Name: **MITSUBISHI DENKI KABUSHIKI KAISHA**
 Internal Address:
 Street Address: **2-3, Marunouchi 2-chome, Chiyoda-ku**
 City: **Tokyo** State: ZIP:
 Country: **JAPAN** Postal Code: **100-8310**

Additional name(s) & address(es) attached? YES NO

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other:
 Execution Date: **June 12, 2003**

4. Application number(s) or patent number(s): *106614129*
 If this document is being filed together with a new application, the execution date of the application is: **June 12, 2003**

A. Patent Application No(s). **NEW**
 B. Patent No.(s).
 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: **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.

Michael K. Mutter, #29,680 *[Signature]* July 8, 2003
 Name of Person Signing/Reg. No. Signature Date

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

MKM/sll

(Rev. 04/30/03)

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ATTORNEY DOCKET NO.
2565-0272P

ASSIGNMENT

Application No. NEW

Filed July 8, 2003

Insert Name(s)
of Inventor(s)

WHEREAS, Norio Hirai

Insert Title
of Invention

(hereinafter designated as the undersigned) has (have) invented certain new and useful improvements in

Optimal Operation Controller of Plant

Insert Date
of Signing of
Application

for which an application for Letters Patent of the United States of America has been executed by the undersigned

on June 12, 2003;
and

Insert Name of
Assignee

WHEREAS, Mitsubishi Denki Kabushiki Kaisha

Insert Address
of Assignee

of 2-3, Marunouchi 2-chome, Chiyoda-ku, Tokyo 100-8310 Japan

Its heirs, successors, legal representatives and the 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

CHECK ONE
BOX

- (1) United States of America only; or
(2) United States of America and 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 do sell, assign and transfer unto said Assignee the full and exclusive right to the said invention in:

1. 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, if box (1) above is designated;

or

2. the United States of America, its territories, dependencies and possessions and in any and all foreign countries 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 in any and all foreign countries, if box (2) above is designated;

and to any and all divisions, reissues, continuations and extensions thereof for the full term or terms for which the same may be granted.

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/or any and all foreign countries to issue any and all Letters Patents resulting from said application or any division or divisions or continuing 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 and 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 June 12, 2003, Name of Inventor Norio Hirai (SEAL)
(signature) **Norio Hirai**

Date _____, Name of Inventor _____ (SEAL)
(signature)

Date _____, Name of Inventor _____ (SEAL)
(signature)

Date _____, Name of Inventor _____ (SEAL)
(signature)

Date _____, Name of Inventor _____ (SEAL)
(signature)

Date _____, Name of Inventor _____ (SEAL)
(signature)

The execution by the Inventor(s) of this assignment may be witnessed by at least two persons who sign here.

Witness Satoko Fujiwara

Witness Shizuko Azuma