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RE 07-25-2003

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09 Rec'd PCT/PTO 23 APR 2003

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ur File: 70941

4-23-03

1. Name (and address) of conveying party(ies) 2. Name and Address of receiving party(ies)

Yoshiaki FUJISAWA  
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Execution Date: April 9, 2003

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Execution Date: April 9, 2003

3. Submission Type:  
 New  
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 Correction of PTO Error Reel/Frame: \_\_\_\_\_  
 Corrective Document Reel/Frame: \_\_\_\_\_

4. Nature of conveyance:  
 Assignment;  Merger  
 Security Agreement;  Change of Name  
 Other;  
Execution Date: April 9, 2003

5. 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: April 9, 2003

A. Patent Application No.(s) B. Patent No.(s)  
Additional numbers attached  Yes  No

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

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McGlew & Tuttle, P.C.  
Scarborough Station  
Scarborough, New York 10510-0827

7. Total number of applications and patents involved: 1

8. Total fee (37 CFR 3.41) \$ 40.00  
( ) Enclosed  
(X) Authorized to be charged to deposit account  
( ) Already submitted


9. Deposit account number:  
13-0410  
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10. 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.

John James McGlew  
Name of person signing

Reg. No. 31,903

  
Signature

April 23, 2003  
Date

Total number of pages comprising cover sheet, attachments, and documents 5

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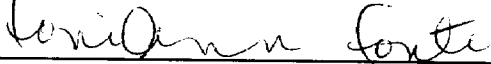
Enclosures: - Assignment Document  
- Duplicate copy of this sheet

SCARBOROUGH STATION  
SCARBOROUGH, NEW YORK 10510  
DATED: April 23, 2003

NOTE: IF THERE IS ANY FEE DUE AT THIS TIME, PLEASE CHARGE IT TO OUR DEPOSIT ACCOUNT NO. 13-0410 AND ADVISE.

I HEREBY CERTIFY THAT THIS CORRESPONDENCE IS BEING DEPOSITED WITH THE UNITED STATES POSTAL SERVICE AS EXPRESS MAIL, REGISTRATION NO. EV255458860US IN AN ENVELOPE ADDRESSED TO: COMMISSIONER OF PATENTS AND TRADEMARKS, WASHINGTON, D.C. 20231, ON April 23, 2003

McGLEW AND TUTTLE, P.C., SCARBOROUGH STATION,  
SCARBOROUGH, NEW YORK 10510-0827

By:  Date: April 23, 2003

70941.3

**ASSIGNMENT OF PATENT APPLICATION**

WHEREAS, We, the undersigned have invented certain new and useful improvements in an invention entitled: VIBRATION TYPE COMPRESSOR

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the invention(s) and improvement(s) set forth therein, and any and all continuations, continuations-in-part, divisionals, and renewals of and substitutes for said application for said Letters Patent, and all the rights and privileges under any and all Letters Patent that may be granted therefor in any country, and any reissues, or reexaminations, or extensions of said Letters Patent.

AND WHEREAS, SAWAFUJI ELECTRIC CO. LTD., with a principal place of business at: 15-14, Toyotamakita 6-chome, Nerima-ku, Tokyo 176-8539 JAPAN (hereinafter referred to as Assignee) is desirous of acquiring an interest therein-and-in the Letters Patent to be obtained therefore from the United States.

NOW THEREFORE, be it known by all whom it may concern, that for an in consideration of the sum of One Dollar (\$1.00) (or the equivalent thereof in foreign currency) and other valuable consideration to us in hand paid, the receipt of which is hereby acknowledged, we have assigned, sold and set over and by these presents assign, sell and set over unto said Assignee for the territory of the United States of America and not elsewhere, the full and exclusive right, title and interest in and to the said invention, as fully set forth and described in the specification prepared and executed by us on: \_\_\_\_\_, filed on \_\_\_\_\_, as Serial No. \_\_\_\_\_, preparatory to obtaining Letters Patent therefore; said invention, application and Letters Patent to be held and enjoyed by the said Assignee for its own use and behoof and for the use and behoof its successors and assigns to the full end of the term for which said Letters Patent is granted, as fully and entirely as the same would have been held by us had this Assignment and sale not been made; and we further hereby authorize Assignee or its attorneys or agents to insert the correct serial number and filing date into this assignment, if none is indicated on that date of our execution of this Assignment.

We agree that, when requested, we will, without charge to said Assignee but at its expense, sign all papers, take all rightful oaths, and do all acts which may be necessary, desirable or convenient for securing and maintaining patents for said inventions in any and all countries and for vesting title thereto in said Assignee, its successors, assigns and legal representatives or nominees.

We authorize and empower the said Assignee, its successors, assigns and legal representatives or nominees, to invoke and claim for any application for patent or other form of protection for said inventions filed by it or them, the benefit of the

right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it, and to invoke and claim such right of priority without further written or oral authorization from us.

We hereby consent that a copy of this assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document which may be required in any country for any purpose and more particularly in proof of the right of the said Assignee or nominee to claim the aforesaid benefit of the right of priority provided by the International convention which may henceforth be substituted for it.

We covenant with said Assignee, its successors, assigns and legal representatives, that the rights and property herein conveyed are free and clear of any encumbrance, and that we have full right to convey the same as herein expressed.

IN WITNESS WHEREOF, We have hereunto signed our names on the day and year set forth below.

& First Inventor's Name Yoshiaki FUJISAWA DATE 9 / APR / 2003  
Printed Name Day/Month/Year

First Inventor's Signature *Yoshiaki Fujisawa*

& Second Inventor's Name Takehiro HASEGAWA DATE 9 / Apr / 2003  
Printed Name Day/Month/Year

Second Inventor's Signature *Takehiro Hasegawa*

& Third Inventor's Name \_\_\_\_\_ DATE \_\_\_\_\_  
Printed Name Day/Month/Year

Third Inventor's Signature \_\_\_\_\_