

701158-4011
FORM PTO-1595
(Rev. 6-93) 8707.2140



08-05-2004



102807432
PATENTS ONLY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

7.30.04

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

<p>1. Name of conveying party(ies):</p> <p>Tatsuki Mori, Kazuyuki Sakakibara and Masaaki Fukumoto</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party:</p> <p>Name: <u>Makita Corporation</u></p> <p>Internal Address:</p> <p>Street Address: <u>11-8 Sumiyoshi-cho 3-chome</u></p> <p>City: <u>Anjo-shi</u> State: <u>Aichi 446-8502</u></p> <p>Country: <u>Japan</u></p> <p>ZIP:</p> <p>Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of conveyance:</p> <p><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other</p> <p>Execution Date: <u>April 28, 2004</u></p>	

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) 10/816,583 B. Patent No.(s)

Additional numbers attached? Yes No

<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>Jeffrey A. Miller</u></p> <p>Internal Address: <u>Orrick, Herrington & Sutcliffe LLP</u></p> <p>Street Address: <u>Four Park Plaza, Suite 1600</u></p> <p>City: <u>Irvine</u> State: <u>California</u> ZIP: <u>92514-2558</u></p>	<p>6. Total number of applications and patents involved: [1]</p> <p>7. Total fee enclosed (37 CFR 3.41) <input checked="" type="checkbox"/> Enclosed (check No.) 584786 <input checked="" type="checkbox"/> Authorized to be charged to deposit account for any deficiency</p> <p>8. <input type="checkbox"/> Authorized to charge Deposit account number: 15-0665 (Attach duplicate copy of this page if paying by deposit account)</p>
--	---

DO NOT USE THIS SPACE

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.

Jeffrey A. Miller, Reg. No. 35,287 July 27, 2004
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: [3]

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

08/02/2004 CCHAU1 00000009 10816583

03 FC:8021 40.00 0P

DOCSSV1:250154.3
701158-2 R1H

PATENT
REEL: 015636 FRAME: 0385

ASSIGNMENT FOR US PATENT APPLICATION

WHEREAS, the undersigned inventors, Tatsuki MORI, Kazuyuki SAKAKIBARA and Masaaki FUKUMOTO, c/o Makita Corporation, 11-8 Sumiyoshi-cho 3-chome, Anjo-shi Aichi 446-8502 Japan (hereinafter referred to as "the Assignors"), have invented certain new and useful improvements in "RECHARGEABLE BATTERY DEVICES", for which a US patent application was filed on April 1, 2004 and was assigned serial number 10/816,583; and

WHEREAS, Makita Corporation, a corporation duly organized under and pursuant to the laws of Japan, and having a principal place of business at 11-8 Sumiyoshi-cho 3-chome, Anjo-shi Aichi 446-8502 Japan (hereinafter referred to as "the Assignee"), is desirous of acquiring the entire right, title and interest of the Assignors in and to said improvements, the entire right, title and interest of the Assignors in and to any US patent application(s) based on said improvements, and in and to any Patent(s) of the United States, to be obtained therefor and thereon;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Assignors have sold, assigned, transferred, and set over, do hereby sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assign, the entire right, title, and interest of the Assignors in and to the above-mentioned improvements, the entire right, title and interest of the Assignors in and to any US patent applications and any and all Patents of the United States of America that may be granted therefor and thereon, and in and to any and all applications claiming priority to said applications, divisions, continuations, and continuations-in-part of said applications, and reissues and extensions of said Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, to the full end of the term or terms for which Patents may be granted as fully and entirely as the same would have been held and enjoyed by the Assignors had this sale and assignment not been made;

AND for the same consideration, the Assignors hereby covenant to and agree with the Assignee, its successors, legal representatives, and assign, that, at the time of execution and delivery of these presents, the Assignors are the sole and lawful owners of the entire right, title, and interest in and to the improvements set forth in said above-mentioned application, and that the same right, title, and interest are unencumbered, and that the Assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth;

AND for the same consideration, the Assignors hereby covenant to and agree with the Assignee, its successors, legal representatives, and assign that the Assignors will, whenever counsel of the Assignee, or the counsel of its successors, legal representatives, and assign, shall advise that any proceeding in connection with said improvements or said applications for Patents, or any proceeding in connection with Patents for said improvements in the United States of America, including interference proceedings, is lawful and desirable, or that any application claiming priority to said application, division, continuation, or continuation-in-part of any applications for Patents, or any reissue or extension of any Patents to be obtained thereon, 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 Patents for said improvements, without charge to the Assignee, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, their successors, legal representatives, and assigns;

AND the Assignors hereby request the Commissioner of Patents and Trademarks to issue any and all said Patent(s) of the United States to the Assignee as the Assignee of said improvements, the Patent(s) to be issued for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

Date: April 28, 2004 Name of Assignor T. Mori
Tatsuki MORI

Date: Apr. 28, 2004 Name of Assignor Kazuyuki Sakakibara
Kazuyuki SAKAKIBARA

Date: Apr. 28, 2004 Name of Assignor Masaaki Fukumoto
Masaaki FUKUMOTO