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| ☐ This document is being filed together with a new application  A. Patent Application No.(s)   | B. Patent No.(s)  |  |  |
| 10/951,642   |   |  |  |
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さらに、私/私達は、株式会社 東 芝、東芝キヤリア株式会 社(以下譲受人と言う)が単数ないしは複数の当該発明(以下 当該発明という) に関わる特許権を、自己の名により、合衆国 とその属領及び全ての外国に於いて出願し、特許を受けるこ と:またこの譲渡証の意図と目的を誠実に実行することを求め られた場合、下記に署名した私/私達が、当該譲受人、その後 継者、その被譲渡者、及び法定代理人の費用負担にて、一部継 続出願、継続出願、分割出願、差替え出願、再発行出願、特許 期間延長等を行い、合法的宣誓書、譲渡証、委任状等の書類を 作成し、あらゆる法的または準法的訴訟手続に於いて証言を行 うこと: 当該発明とその経緯に関連して、下記に署名した私/ 私達が知り得た全ての事実を、当該譲受人、後継者、被譲渡者、 及び法定代理人に連絡すること;そして当該譲受人、後継者、 被譲渡者、及び法定代理人が、当該発明の特許権の適切な保護、 維持、権利行使するために望ましいと考慮すること、また、当 該発明に関わる特許出願に際し、当該譲受人、後継者、被譲渡 者、及び法定代理人に対して法的権限を付与することが望まし いと考慮することについて、可能な限り行うことを承諾する。

## **Assignment**

For good and valuable consideration, the receipt of which is hereby acknowledged, I/WE, the undersigned,

Masatoshi TANAKA, Yosuke MATSUSHITA, and Kazuhiko AKIYAMA

who have created a certain invention for which an application for United States Letters Patent

| executed by ME/US on even date herewith, executed by ME/US on   |
|---|
| (respectively), filed on September 29, 2004 and assigned Serial No. 10/951,642 filed as International Application No. filed on_ |

and entitled:

## **MICROCOMPUTER**

Do hereby sell, assign and transfer to KABUSHIKI KAISHA TOSHIBA and TOSHIBA CARRIER CORPORATION. corporations of Japan, having places of business at 1-1, Shibaura 1-Chome, Minato-Ku, Tokyo, Japan and 1-1, Shibaura 1-Chome, Minato-Ku, Tokyo-To, Japan, its successors, assigns, and legal representatives, the full and exclusive right to said invention and said application and to any and all inventions described in said application for the United States, its territorial possessions and all foreign countries, and the entire right, title and interest in and to any and all Letters Patent which may be granted therefor in the United States, its territorial possessions and all foreign countries; and in and to any and all continuations-in-part, continuations, divisions, substitutes, reissues, extensions thereof, and all other applications for Letters Patent relating thereto which have been or shall be filed in the United States, its territorial possessions and/or any foreign countries, and all rights, together with all priority rights, under any of the international conventions, unions, agreements, acts, and treaties, including all future conventions, unions, agreements, acts, and treaties;

Agree that KABUSHIKI KAISHA TOSHIBA and TOSHIBA CARRIER CORPORATION, hereinafter referred to as Assignees. may apply for and receive Letters Patent for said invention and said inventions, hereinafter referred to as said invention, in its own name, in the United States, its territorial possessions, and all foreign countries; and that, when requested to carry out in good faith the intent and purpose of this assignment, at the expense of said Assignee, its successors, assigns and legal representatives, the undersigned will execute all continuations-in-part, continuations, divisions, substitutes, reissues, extensions thereof, execute all rightful oaths, assignments, powers of attorney and other papers, testify in any legal or quasi legal proceedings; communicate to said Assignee, its successors, assigns or legal representatives all facts known to the undersigned relating to said invention and the history thereof; and generally do everything possible which said Assignee, its successors, assigns, or legal representatives shall consider desirable for aiding in securing, maintaining and enforcing proper patent protection for said invention and for vesting title to said invention and all applications for patents on said invention in said Assignee, its successors, assigns, or legal representatives; and

そして、私/私達は、この書面により譲渡された権利や財産に 影響する、如何なる譲渡、授権、抵当権、ライセンス等その他 の協定も他の第三者との間で行っていないこと; 下記に署名 した私/私達によって、この書面に記載されている権利が所有 されていることを、当該譲受人、後継者、被譲渡者、及び法定 代理人に対して誓約するものである。

さらに, 下記に署名した私/私達はこの譲渡書は英語の部分の表現によってのみ解釈されることに同意する。

上記を証明するため、私/私達は下記日付で署名する。 【 Covenant with said Assignee, its successors, assigns, or legal representatives that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned, and that full right to convey the same as herein expressed is possessed by the undersigned.

I/WE, the undersigned do further agree that this Assignment is to be construed solely according to the terms of the English language portions thereof.

IN TESTIMONY WHEREOF I/WE have hereunto set MY/OUR signature seal on the date indicated below.

| 唯一または第一発明者名   |    | Full name of sole or first inventor                            |                  |
|---------------|----|--|------------------|
|               |    | Masatoshi TANAKA   |                  |
| 発明者の署名        | 臼付 | Inventor's signature   | Date             |
|               |    | Masatoshi Janaka   | november 9.200   |
| 第二共同発明者(いる場合) |    | Full name of second joint inventor, if an<br>Yosuke MATSUSHITA | y                |
| 第二共同発明者の署名    | 日付 | Second Inventor's signature                                    | Date             |
|               |    | Yosuka Maxsushira  | November 9.2009  |
| 第三共同発明者(いる場合) |    | Full name of third joint inventor, if any<br>Kazuhiko AKIYAMA  |                  |
| 第三共同発明者の署名    | 日付 | Third Inventor's signature                                     | Date             |
|               |    | Hazuhiko Akiyama   | November 16,2004 |
| 第四共同発明者(いる場合) |    | Full name of fourth joint inventor, if any                     |                  |
| 第四共同発明者の署名    | 日付 | Fourth Inventor's signature                                    | Date             |
|               |    |  |                  |
| 第五共同発明者(いる場合) |    | Full name of fifth joint inventor, if any                      |                  |
| 第五共同発明者の署名    | 日付 | Fifth Inventor's signature                                     | Date             |
| 第六共同発明者(いる場合) |    | Full name of sixth joint inventor, if any                      |                  |
| 第六共同発明者の署名    | 日付 | Sixth Inventor's signature                                     | Date             |
| 第七共同発明者(いる場合) |    | Full name of seventh joint inventor, if a                      | ny               |
| 第七共同発明者の署名    | 日付 | Seventh Inventor's signature                                   | Date             |
| 第八共同発明者(いる場合) |    | Full name of eighth joint inventor, if any                     | ·                |
| 第八共同発明者の署名    | 日付 | Eighth Inventor's signature                                    | Date             |

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