Assignment Recordation Services Director of the U.S. Patent	28 - 2005 DEPARTMENT OF COMME Patent and Trademark (3090540
	Attorney Docket No. <u>125388</u>
1. A. Name of conveying party:	2. A. Name and address of receiving party:
 Kiyozumi KOKAWA B. Additional name(s) of conveying party(ies) attached? □ Yes ⊠ No 	MAKITA CORPORATION 11-8, SUMIYOSHI-CHO 3-CHOME ANJO-SHI, AICHI-KEN JAPAN
3. A. Nature of conveyance:	B. Additional name(s) & address(es) attached?
Assignment D Merger	□Yes ⊠ No
Security Agreement Change of Name	
Other	
B. Execution Date: September 14, 2005	
4. It is document is being filed together with a new applic	cation.
A. Patent Application No.(s)	B. Patent No.(s)
Additional numbers att	lached? 🔲 Yes 🖾 No
C. Title of Application: <u>PORTABLE ELECTRIC DR</u>	
 Name and address of party to whom correspondence concerning document should be mailed: 	6. Total number of applications and patents involved: $\underline{1}$
Name: <u>James A. Oliff</u>	7. A. Total fee (37 CFR 3.41)\$ 40.00
	B. Enclosed (Check No. <u>171129</u>)
Address: OLIFF & BERRIDGE, PLC P.O. Box 19928 Alexandria, VA 22320	 Credit any overpayment or charge any underpayment to deposit account number 15-0461.
9 Statement and signature	
the original document	Date: September 21, 2005
James A. Oliff, Registration No. 27,075 Thomas J. Pardini, Registration No. 30,411	ncluding cover sheet, attachments, and document: 3

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PATENT REEL: 017021 FRAME: 0447

ASSIGNMENT FOR US PATENT APPLICATION

WHEREAS, the undersigned inventor(s), Kiyozumi Kokawa of c/o MAKITA CORPORATION of 11-8, Sumiyoshi-cho 3-chome, Anjo-shi, Aichi-ken, Japan, respectively (hereinafter referred to as "the Assignor(s)") have invented certain new and useful improvements in Design for a Portable Electric Drill, for which a patent application will be filed in the US, and the serial number and filing date will be entered below by the Assignor(s) or its designate, when that information becomes available; 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-ken, Japan (hereinafter referred to as "the Assignee") is desirous of acquiring the entire right, title and interest of the Assignor(s) in and to said improvements, the entire right, title and interest of the Assignor(s) 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 Assignor(s) has/have sold, assigned, transferred, and set over, do hereby sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns, the entire right, title, and interest of the Assignor(s) in and to the above-mentioned improvements, the entire right, title and interest of the Assignor(s) in and to any US patent applications and any and all Patent 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 Assignor(s) had this sale and assignment not been made;

AND for the same consideration, the Assignor(s) hereby covenant(s) to and agree(s) with the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, the Assignor(s) is/are the sole and lawful owner(s) 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 Assignor(s) has/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 Assignor(s) hereby covenant(s) to and agree(s) with the Assignee, its successors, legal representatives, and assigns that the Assignor(s) will, whenever counsel of the Assignee, or the counsel of its successors, legal representatives, and assigns, 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 Assignor(s) hereby authorize(s) the Assignee, its successors and assigns, or anyone it may properly designate, to insert below the filing date and serial number of said patent application, when said filing date and serial number become available:

US Patent Application Serial No. _____ Filing Date____;

AND the Assignor(s) hereby request(s) 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: <u>September 14, 2005</u> Name of Assignor <u>Riyoyum</u> Rokawa Kiyozumi Kokawa

RECORDED: 09/21/2005