



10-31-2005

Form PTO-1595

RECORD 1

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

OMB No. 6514-0011 (exp-4/94)

SN-US055245



103109807

10/27/05 - PA

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

1. Name of conveying party(ies):

Masashi Nagano

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

☒ Assignment **with Translation** ☐ Merger

☐ Security Agreement ☐ Change of Name

☐ Other

Execution Date: **09/28/05**

2. Name and address of receiving party(ies)

Name: **Shimano Inc.**

Internal Address:

Street Address: **3-77 Oimatsu-cho**

City: **Sakai**

Country: **JAPAN**

Prefecture: **Osaka**

ZIP: **590-8577**

Additional name(s) & address(es) attached? ☐ Yes ☒ No

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)

10/721,284

B. Patent No.(s)

Additional Application numbers attached? ☐ Yes ☒ No

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

Name:

Shinju Global IP Counselors, LLP

Internal Address:

Street Address: **1233 Twentieth Street, NW**

Suite 700

City: **Washington State: D.C.** ZIP: **20036**

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41) ...\$**40.00**

☒ Enclosed

☐ Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

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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.

David L. Tarnoff

Name of Person Signing

Signature

Date

10-27-05

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

5

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

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PATENT
REEL: 017140 FRAME: 0670

**TRANSLATION OF ASSIGNMENT
FROM MASASHI NAGANO TO SHIMANO, INC**

Patent Assignment Agreement

This Patent Assignment Agreement (hereinafter referred to as this "Agreement") is made by and between Masashi Nagano (hereinafter referred to as "Nagano") and Shimano, Inc. (hereinafter referred to as "Shimano") regarding the assignment of the patent application described in Article 1, which Nagano has rights to (hereinafter referred to as the "Patent Applications"), as follows:

Article 1 (Patent Applications)

1. US 2004/0106482 A1
2. Japan Patent Application Publication No. 2004-182045
3. CN 1504384 A
4. Taiwan Patent Application Publication No. 200409714

Article 2 (Assignment)

- 2-1 Nagano hereby assigns to Shimano a right to receive patents under the Patent Applications, as well as the patent rights and any and all of other rights to be obtained after registration of the said patent (hereinafter referred to as the "Patent Rights")
- 2-2 Shimano shall carry out the necessary procedures for assignment after the conclusion of this Agreement.
- 2-3 The costs pertaining to the Patent Applications, such as attorney's and patent attorney's fees, charges for the procedures for applying a transfer of the title and the examination and other response made by the Patent Office, as well as the costs pertaining to the procedures for assignment, including charges payable to the Patent Office, and the maintenance of patents, which are incurred after the conclusion of this Agreement, shall be borne by Shimano in full.
- 2-4 Nagano shall cooperate with Shimano in the procedures necessary for Shimano to take over the Patent Rights in accordance with this Agreement, and all of the procedures which Nagano, as the inventor, is required to follow.

Article 3 (Consideration)

- 3-1 The consideration for the Patent Applications shall be ten million yen (¥10,000,000) (not inclusive of the consumption tax thereon).
- 3-2 Shimano shall pay to Nagano the consideration of the assignment set forth in the preceding paragraph by electronic transfer to the following bank account designated by Nagano, within thirty (30) days after the date written at the end of this Agreement (hereinafter referred to as the "Conclusion Date"):
Designated bank: UFJ Bank Limited, Sakai Branch
Type of account: Ordinary account
Account No.: 3783285

Article 4 (Warranty)

Nagano hereby warrants to Shimano the following facts:

- 4-1 Nagano has full rights to the Patent Applications and has not placed a security or any other right on the Patent Applications.
- 4-2 Besides Nagano, there is no one who has any right to the Patent Applications.
- 4-3 Besides the Patent Applications, there is not any patent application pertaining to the invention underlying the Patent Applications, or any divisional application, continuation-in-part application, continuation application or reissue application based on any of the Patent Applications, or any application derived from the Patent Applications, at home or abroad, as of the Conclusion Date.
- 4-4 Nagano is the sole inventor of the Patent Applications.

Article 5 (Confidentiality)

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Nagano and Shimano shall not disclose any clause of this Agreement to any third party, except as necessary or useful to register and implement the Patent Applications or to exercise other rights.

Article 6 (Jurisdiction)

Any and all disputes arising in connection with this Agreement shall be subject to the exclusive jurisdiction of the Osaka District Court for the first instance.

In witness whereof, the parties execute this Agreement in duplicate by signing and sealing the same, each party retaining one copy.

Date: September 28, 2005

Masashi Nagano

2-26-7, Midorigaoka, Izumi-shi, 594-1155

Chitoshi Yuge

Shimano, Inc.

77, Oimatsu-cho 3-chome, Sakai-shi, Osaka

特許譲渡契約書

長野正士(以下「長野」という)と株式会社シマノ(以下「シマノ」という)は、長野が権利を有する第1条に記載の特許出願(以下「本件特許」という)の譲渡に関し、以下のとおり契約を締結する(以下「本契約」という)。

第1条 本件特許

1. US 2004/0106482 A1
2. 日本特開 2004-182045
3. CN 1504384 A
4. 台湾公開 200409714 号

第2条 譲渡

- 2-1 長野は、シマノに対し、本件特許についての特許を受ける権利及び登録後の特許権その他いっさいの権利(以下「本件特許権」という)をシマノに譲渡する。
- 2-2 シマノは、本契約締結後、必要な譲渡手続きを行うこととする。
- 2-3 本契約後、弁護士、弁理士報酬、名義変更届出手続、特許庁審査対応などの本件特許に関する手数料、特許庁費用を含む譲渡手続き、特許維持費用は全額シマノが負担することとする。
- 2-4 長野は、シマノが本契約に従い本件特許権を有効に譲り受けるために必要な手続き、また発明者として必要な一切の手続きについてシマノに協力する。

第3条 対価

- 3-1 本件特許の対価は、金 10,000,000 円(消費税別)とする。
- 3-2 シマノは、長野に対し、前項の譲渡対価を、本契約書末尾記載の日(以下「本契約締結日」という)から30日以内に、長野の指定する下記の銀行口座に振込送金する方法で支払うものとする。

指定銀行	UFJ銀行堺支店
口座分類	普通預金
口座番号	3783285

第4条 保証

長野は、シマノに対し、以下の事実を保証する。

- 4-1 長野は、本件特許についての完全な権利を有しており、本件特許に一切の担保権その他の権利の設定もしていないこと。
- 4-2 長野以外に、本件特許についていかなる権利を有する者も存在しないこと。
- 4-3 本契約締結日現在において、本件特許以外に、国内外を問わず、本件特許の基礎となる発明に関する特許出願、又は、本件特許のいずれかを基礎とした分割出願、一部継続出願、継続出願、Reissue 出願その他本件特許から派生する出願はないこと。
- 4-4 長野が本件特許の唯一の発明者であること。

第5条 秘密保持

長野及びシマノは、本件特許の登録及び実施その他の権利行使のために必要又は有用な場合を除き、本契約の条項を第三者に開示しないものとする。

第6条 管轄

本契約に関して生じる一切の紛争については、大阪地方裁判所を第一審の専属管轄裁判所とする。

上記契約を証するため、本書2通を作成し、各当事者記名捺印の上各一通を保有する。

2005 年 9 月 28 日

594-1155 和泉市緑ヶ丘 2-26-7

長野 正士



大阪府堺市老松町3丁目77番地

株式会社シマノ

弓削 千年



SN-US055245

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of

Masashi Nagano

Serial No.: 10/721,284

Filed: November 26, 2003

For: REAR DERAILLEUR

POWER OF ATTORNEYAssistant Commissioner of Patents
Washington, D.C. 20231

Sir:

Shimano Inc. is the Assignee of the entire right, title and interest in the above-identified patent application (see Certificate Under 37 C.F.R. § 3.73(b) submitted herewith), and hereby appoints all of the patent attorneys and/or patent agents that are associated with **Customer Number 22919**, including:

David L. Tarnoff	Reg. No. 32,383	Yoshio Miyagawa	Reg. No. 43,393
John C. Robbins	Reg. No. 34,706	Patrick Hilsmier	Reg. No. 46,034
Steven J. Roberts	Reg. No. 39,346	Kiyoe K. Kabashima	Reg. No. 54,874
Todd M. Guise	Reg. No. 46,748	David J. McCrosky	Reg. No. 56,232

of the firm of SHINJYU GLOBAL IP COUNSELORS, LLP as my attorneys or agents with full power of substitution and revocation, to prosecute said application and to transact all business in the Patent and Trademark Office connected therewith.

Correspondence and telephone calls are to be directed to:

SHINJYU GLOBAL IP COUNSELORS, LLP
1233 Twentieth Street, NW, Suite 700
Washington, DC 20036
(202) 293-0444

Respectfully submitted,

By:

Name: Kozo Kiyagawa

Title: Director

Patent and Trademark Department

Dated: Oct 27, 2005

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