

ARMSTRONG, KRATZ, QUINTOS, HANSON & BROOKS, LLP

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Docket No. 961033

U.S. ASSIGNMENT

WHEREAS, **UBE INDUSTRIES, LTD.**, being duly organized under the laws of Japan, having an office and place of business at 1978-96, Oaza-Kogushi, Ubi-shi, Yamaguchi, Japan, and **TOYOTA JIDOSHA KABUSHIKI KAISHA**, being duly organized under the laws of Japan, having an office and place of business at 1, Toyota-cho, Toyota-shi, Aichi-ken, 471-71, Japan, own the entire right, title, and interest in the invention described and claimed in United States Patent No. 5,837,764 issued November 17, 1998, and all Letters Patent of the United States to be obtained from any continuation, divisional, renewal, substitute, reissue, or reexamination thereof for the full term or terms for which same may be granted, by virtue of a deed of assignment recorded in the United States Patent and Trademark Office on November 29, 1996, at Reel/Frame 008344/0417-9;

WHEREAS, **UBE INDUSTRIES, LTD.**, hereinafter ASSIGNOR in this Assignment, wishes to assign and transfer its entire right, title, and interest in said invention and said United States Patent No. 5,837,764, to **mitsui chemicals, inc.**, being duly organized under the laws of Japan, having an office and place of business at 5-2, Higashi-Shimbashi, 1-chome, Minato-ku, Tokyo, Japan, hereinafter ASSIGNEE in this Assignment, and said ASSIGNEE wishes to acquire ASSIGNOR's entire right, title, and interest in said invention and said United States Patent No. 5,837,764;

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN: Be it known that in consideration of the payment by ASSIGNEE to ASSIGNOR of the sum of One United States Dollar (\$1.00), and other good and valuable consideration, the receipt whereof is hereby acknowledged,

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ASSIGNOR hereby sells, assigns and transfers to ASSIGNEE its entire right, title, and interest to said invention and said United States Patent No. 5,837,764 and all Letters Patent of the United States to be obtained from any continuation, divisional, renewal, substitute, reissue, or reexamination thereof for the full term or terms for which same may be granted;

ASSIGNOR hereby covenants that no assignment, sale, agreement, or encumbrance has been or will be made or entered into which would conflict with this Assignment and sale; and

ASSIGNOR further covenants that it will, upon request by the ASSIGNEE, promptly provide all pertinent facts and documents relating to said invention and said Letters Patent as may be known and accessible to ASSIGNOR and will testify as to same in any interference or litigation related thereto and will promptly execute and deliver to ASSIGNEE or its legal representative any and all papers, instruments or affidavits required to apply for, obtain, maintain and enforce said United States Patent No. 5,837,764 issued November 17, 1998, and all Letters Patent of the United States to be obtained from any continuation, divisional, renewal, substitute, reissue, or reexamination thereof for the full term or terms for which same may be granted, which may be necessary or desirable to carry out the purposes hereof.

IN WITNESS WHEREOF, have hereunto set hand and seal this 25 day of August

2006.

UBE INDUSTRIES, LTD.

By: 

Name: Yasuhisa Chiba

Title: Executive Vice President & Representative Director