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Documents or the new address(es) below.

To the Director of the U.S. Patent and Trademark Office

**1. Name of conveying party(ies)**

Makoto YAMAZAKI

**2. Name and address of receiving party(ies)**

Name: TOYOTA JIDOSHA KABUSHIKI KAISHA

Internal Address: \_\_\_\_\_

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

**3. Nature of conveyance/Execution Date(s):**

Execution Date(s) 06 September 2006

- Assignment  Merger
- Security Agreement  Change of Name
- Joint Research Agreement
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other \_\_\_\_\_

Street Address: 1, Toyota-cho, Toyota-shi, Aichi-ken

JAPAN

City: \_\_\_\_\_

State: \_\_\_\_\_

Country: \_\_\_\_\_

Zip: \_\_\_\_\_

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

**4. Application or patent number(s):**

This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

10/20 2006 LLANDGRA 0000013 110600 11578538  
04 FC 8021 40.00 DA

11/578538

Additional numbers attached?  Yes  No

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

Name: William E. Curry

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**6. Total number of applications and patents involved: 1**

**7. Total fee (37 CFR 1.21(h) & 3.41) \$40.00**

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

**8. Payment Information**

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number 11-0600

Authorized User Name KENYON & KENYON LLP

**9. Signature:**

*Shawn W. O'Dowd*

Signature

16 October 2006

Date

Shawn W. O'Dowd  
Name of Person Signing

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

3

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1039101

## 譲渡証 (Translation/日本語訳)

下記に署名した私、

山崎 誠 は、

ある発明を創出し、これについて合衆国特許出願は

ここに私により署名され、  
 2005年5月6日に出願され、出願番号  
 PCT/JP2005/008738が交付され、

その発明は

動力出力装置およびこれを搭載する自動車並びに動力出力装置  
 の制御方法

という名称である。そして、ここにその受領を認める対価で：  
 私は、当該発明/出願について、合衆国とその属領及び全ての  
 外国に於ける全面的かつ独占的な権利；合衆国とその属領及  
 び全ての外国に於いて発行される特許証に関わる全ての権利、  
 所有権、利益；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、合衆国とその属領及び全  
 体の外国に於いて既に出願されたか若しくは今後出願される  
 特許に関わる全ての権利；そして、国際条約、同盟、契約、法  
 令、協定（将来制定されるものを含む）に基づく全ての優先権  
 を伴う一切の権利；を、日本国愛知県豊田市トヨタ町1番地に  
 住所を有するトヨタ自動車株式会社、その後継者、譲受人及び  
 法定代理人に対して、売却、譲渡、移転するものとする。

さらに、私は、トヨタ自動車株式会社（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, the undersigned,

Makoto YAMAZAKI,

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

executed by me on even date herewith,  
 filed on May 6, 2005 and assigned Serial No.  
PCT/JP2005/008738,

and entitled:

POWER OUTPUT APPARATUS, MOTOR VEHICLE EQUIPPED  
 WITH POWER OUTPUT APPARATUS, AND CONTROL METHOD  
 OF POWER OUTPUT APPARATUS

Do hereby sell, assign and transfer to **TOYOTA JIDOSHA  
 KABUSHIKI KAISHA**, a corporation of Japan, having a place of  
 business at 1, Toyota-cho, Toyota-shi, Aichi-ken, 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 **TOYOTA JIDOSHA KABUSHIKI KAISHA**, hereinafter  
 referred to as Assignee, 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、授權、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, 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 have hereunto set MY/OUR signature seal on the date indicated below.

唯一または第一発明者名 山崎 誠		Full name of sole or first inventor Makoto YAMAZAKI	
発明者の署名	日付	Inventor's signature	Date
		<i>Makoto Yamazaki</i>	<i>2006.9.6</i>
第二共同発明者 (いる場合)		Full name of second joint inventor, if any	
第二共同発明者の署名	日付	Second Inventor's signature	Date
第三共同発明者 (いる場合)		Full name of third joint inventor, if any	
第三共同発明者の署名	日付	Third Inventor's signature	Date
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 any	
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