04-10-2007 FORM **PTO-1595 /ER SHEET** U.S. DEPARTMENT OF COMMERCE (Rev. 6-93) Patent and Trademark Office OM's No. 0651-0011 (exp. 4/94) Y Dkt. 103392404 06172 Tab settings □ □ □ ▼ of Patents and Tademarks: Please record the attached original documents or copy thereof. To the Honorable Commissioner APR 0 5 2007 1. Name of conveying party(ies): 2. Name and address of receiving party(ies) Hiroshi SHIBAOKA Name: KB SEIREN, LTD. Sunao TAKAHIRA Internal Address: Additional name(s) of conveying party(ies) attached? 

Yes 

No 3. Nature of conveyance: Assignment Merger Street Address: 6-1-1, Shimokoubatacho Sabae-shi □ Security Agreement □ Change of Name Fukui, 916-0038 JAPAN □ Other \_\_ \_\_\_\_State: Execution Date: <u>December 1</u>, 2006 Additional name(s) & address(es) attached? □ Yes 2 No 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: \_\_\_ B. Patent No.(s) MBERHE1 00000037 10594733 A. Patent Application No.(s) SN 10/594,733, filed Sept. 29, 2006 01 FC:8021 40.00 OP Additional numbers attached? 

Yes No. 5. Name and address of party to whom correspondence 6. Total number of applications and patents involved: concerning document should be mailed: Name: DENNISON, SCHULTZ & MACDONALD 7. Total fee (37 CFR 3.41).....\$ 40.00 Internal Address: ☑ Enclosed Credit Card Form PTO-2038 Authorized to be charged to deposit account Suite 105 Street Address: 1727 King Street , 8. Deposit account number: City: Alexandria State: VA ZIP: 22314 (Attach duplicate copy of this page if paying by deposit account) DO NOT USE THIS SPACE

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.

Ira J. Schultz, Reg. 28666

Name of Person Signing

Signature

4/5/07

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



Date

## **ASSIGNMENT BY INVENTORS**

THIS ASSIGNMENT, made by Hiroshi Shibaoka and Sunao Takahira (hereinafter referred to as Assignors), respectively;

WHEREAS, Assignors have invented certain new and useful improvements in POLYESTER WOVEN FABRIC, set forth in a Patent application for which an International Application was filed on March 30, 2005, PCT/JP2005/006065, designating the United States; and

WHEREAS, KB SEIREN, LTD., having its principal place of business at 6-1-1, Shimokoubatacho, Sabae-shi, Fukui, 916-0038, JAPAN (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to said inventions and said Application for Letters Patent of the United States, and in and to any Letters Patent of the United States to be obtained therefore and thereon.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, Assignors have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions and application for Letters Patent, and in and to any and all direct and indirect divisions, continuations and continuations-in-part of said application, and any and all Letters Patent in the United States and all foreign countries which may be granted therefore and thereon, and reissues, reexaminations and extensions of said Letters Patent, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by Assignee, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent may be granted and/or extended, as fully and entirely as the same would have been held and enjoyed by Assignors, had this sale and assignment not been made.

AND for the same consideration, Assignors hereby represent and warrant to Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, except for any rights, titles and/or interests that have arisen to

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Assignee under law or that have already been transferred to Assignee, Assignors are the sole and lawful owners of the entire right, title and interest in and to the said inventions and application for Letters Patent above-mentioned, and that the same are unencumbered and that Assignors 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, Assignors hereby covenant and agree to and with Assignee, its successors, legal representatives and assigns, that Assignors will 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 any Letters Patent and applications for Letters Patent for said inventions, without charge to Assignee, its successors, legal representatives and assigns, whenever counsel of Assignee, or counsel of its successors, legal representatives and assigns, shall advise: that any proceeding in connection with said inventions, or said Patent application for Letters Patent, or any proceeding in connection with any Letters Patent or applications for Letters Patent for said inventions in any country, including but not limited to interference proceedings, is lawful and desirable; or, that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue, reexamination or extension of any Letters Patent, to be obtained thereon, is lawful and desirable.

AND Assignors hereby request the Commissioner of Patent and Trademarks to issue said Letters Patent of the United States to Assignee, as Assignee of said inventions and the Letters Patent to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives and assigns.

AND Assignors hereby grant the following individuals the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document:

CONNOLLY BOVE LODGE & HUTZ LLP

2

All practitioners at Customer Number 30678

21581-00371-US1

PATENT

AND Assignors acknowledge an obligation of assignment of this invention to Assignee at the time the invention was made.

Date: NEO - 1 2006 Signature: Hiroshi Shibaoka Hiroshi Shibaoka

3

Signature: Sunao Takahira

Sunao Takahira

21581-00371-US1

**PATENT** 

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