

FORM PTO-1595 (modified)

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To the Director of the United States Patent

ached original documents or copies thereof.

1. Name of conveying party(ies):

Tsuyoshi MORITA  
Takeshi MIYAMOTO

6-14-07

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

NISSAN MOTOR CO., LTD.  
2, Takara-cho, Kanagawa-ku  
Yokohama-shi, Kanagawa 221-0023 Japan

Additional conveying party(ies)

NO

3. Nature of conveyance:

ASSIGNMENT

Execution Date:

5/21/2007

Additional name(s) &amp; address(es) attached?

NO

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

If this is being filed together with a new application, the execution date of the application is:

A. Patent Application Number(s):

11/785,078

B. Patent Number(s):

Additional numbers attached? NO

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

Richard L. Schwaab  
FOLEY & LARDNER LLP  
Washington Harbour  
3000 K Street NW, Suite 500  
Washington, D.C. 20007-5143

6. Total number of applications/patents involved: 1

7. Total fee (37 C.F.R. § 3.41): \$40.00

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*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. The Commissioner is hereby authorized to charge any additional recordation fees which may be required in this matter to the above-identified deposit account.*

Richard L. Schwaab

June 14, 2007

Name of person signing

Signature

Date

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# ASSIGNMENT

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each undersigned inventor has sold and assigned, and by these presents hereby sells and assigns, unto

name and  
address of  
assignee

NISSAN MOTOR CO., LTD.  
2, Takara-cho, Kanagawa-ku, Yokohama-shi,  
Kanagawa 221-0023 Japan

(hereinafter ASSIGNEE) all right, title and interest for the United States, its territories and possessions in and to his invention relating to

title of  
invention

CAPACITY ADJUSTMENT APPARATUS AND METHOD OF SECONDARY BATTERY

as set forth in his/her United States Patent Application

check one

- ( ) executed concurrently herewith  
( ) executed on \_\_\_\_\_  
(X) Serial No. 11/785,078 Filed April 13, 2007

in and to said United States Patent Application including any and all divisions or continuations and Convention applications based in whole or in part on said invention or upon said application, including the right to make applications for Letters Patents throughout the world in respect to the invention and to claim priority under the International Convention for the Protection of Industrial Property, and in and to any and all Letters Patent of any country which may issue on any such application or for said invention, including any and all reissues, reexaminations, or extensions, to be held and enjoyed by said ASSIGNEE, its successors, legal representatives and assigns to the full end of the term or terms for which any and all such Letters Patent may be granted as fully and entirely as would have been held and enjoyed by the undersigned had this Assignment not be made;

Each of the undersigned hereby authorizes and requests the Commissioner of Patents and Trademarks to issue any and all such Letters Patent to said ASSIGNEE, its successors or assigns in accordance herewith;

Each of the undersigned warrants and covenants that he/she has the full and unencumbered right to sell and assign the interests herein sold and assigned and that he/she has not executed and will not execute any document or instrument in conflict herewith;

Each of the undersigned further covenants and agrees that at any time upon request of said ASSIGNEE, its successors, legal representatives or assigns he/she will communicate to said ASSIGNEE, its successors, legal representatives or assigns all information known to him/her relating to said invention or patent application and that he/she will execute and deliver any papers, make all rightful oaths, testify in any legal proceedings and perform all other lawful acts deemed necessary or desirable by said ASSIGNEE, its successors, legal representatives or assigns to perfect title to said invention, to said application including divisions and continuations thereof and to any and all Letters Patent which may be granted therefor or thereon, including reissues, reexaminations, or extensions, in said ASSIGNEE, its successors, or assigns or to assist said ASSIGNEE, its successors, legal representatives or assigns in obtaining, reissuing or enforcing Letters Patent of the United States for said invention;

Each of the undersigned hereby grants the firm of Foley & Lardner LLP the power to insert in this Assignment any further identification which may be necessary or desirable to comply with the rules of the U.S. Patent and Trademark Office for recordation of this Assignment.

names and  
signatures  
of  
inventors

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T. Miyamoto date 5/21/2007  
Name: Takeshi Miyamoto

\_\_\_\_\_  
Name: \_\_\_\_\_ date \_\_\_\_\_  
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