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103491177

Attorney Docket No. 134481

Please record the attached original document or copy thereof.

1. A. Name of conveying party(ies):

Motoshi KISHI

B. Additional name(s) of conveying party(ies) attached?

☐ Yes ☒ No

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

BROTHER KOGYO KABUSHIKI KAISHA
15-1, NAESHIRO-CHO, MIZUHO-KU
NAGOYA-SHI, AICHI-KEN, 467-8561
JAPAN

3. A. Nature of conveyance:

☒ Assignment

☐ Merger

☐ Security Agreement

☐ Change of Name

☐ Other _____

B. Additional name(s) & address(es) attached?

☐ Yes ☒ No

B. Execution Date: March 7, 2008

4. ☒ This document is being filed together with a new application.

A. Patent Application No.(s) _____

B. Patent No.(s) _____

Additional numbers attached? ☐ Yes ☒ No

C. Title of Application: EMBROIDERY DATA PROCESSING APPARATUS, EMBROIDERY SEWING MACHINE AND COMPUTER-READABLE RECORDING MEDIUM WITH RECORDED EMBROIDERY DATA PROCESSING PROGRAM

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

Name: James A. Oliff

Address: **OLIFF & BERRIDGE, PLC**
P.O. Box 320850
Alexandria, VA 22320-4850

6. Total number of applications and patents involved: 1

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

B. Enclosed (Check No. 203697)

8. Credit any overpayment or charge any underpayment to deposit account number 15-0461.

03/20/2008 DBYRNE 00000035 12076330

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40.00 OF

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.

Date: March 17, 2008

James A. Oliff Registration No. 27,075

Lenwood Faulcon, Jr. Registration No. 61,310

Total number of pages including cover sheet, attachments, and document: 4

U.S. PTO



12076330

031708

Assignment

譲渡証

Japanese Language Assignment

(1-8) Insert Name(s) of Inventor(s)
発明者の氏名を記入すること

(1) Motoshi KISHI

(2)

(3)

(4)

(5)

(6)

(7)

(8)

各々の署名人に対して支払われた総額1ドル (\$1.00)および他の適切な有価約因を考慮して、各々の署名人は

In consideration of the sum of one dollar (\$1.00) and other good and valuable consideration paid to each of the undersigned, each undersigned agrees to assign, and hereby does assign, transfer and set over to

(9) Insert Name of Assignee

譲受人氏名を記入すること

(9) BROTHER KOGYO KABUSHIKI KAISHA

(10) Insert Address of Assignee

譲受人住所を記入すること

(10) 15-1, Naeshiro-cho, Mizuho-ku, Nagoya-shi, Aichi-ken, 467-8561, JAPAN

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(hereinafter designated as the Assignee) and Assignee's heirs, successors, assigns and legal representatives, the entire right, title and interest for the United States of America as defined in 35 U.S.C. §100, in the invention, and in all applications for patent including any and all provisional, non-provisional, divisional, continuation, substitute, and reissue application(s), and all Letters Patent, extensions, reissues and reexamination certificates that may be granted on the invention known as

(11) Insert Identification such as Title, Case Number, or Foreign Application Number

名称、事件番号、もしくは外国出願番号のような確認事項を記入のこと

(11) EMBROIDERY DATA PROCESSING APPARATUS, EMBROIDERY SEWING MACHINE AND
COMPUTER-READABLE RECORDING MEDIUM WITH RECORDED EMBROIDERY DATA
PROCESSING PROGRAM

(Attorney Docket No. 134481)
弁護士整理番号

前記署名人が下記の日付でアメリカ合衆国において特

for which the undersigned has (have) executed an

Or

もしくは

(12) Insert Date of Signing of Application

出願に署名する日付を記入のこと

(12) on

March 7, 2008

(13) Alternative Identification for filed applications

提出された出願のための代案確認事項

(13) U.S. application Serial Number

右記の米国出願整理番号で

filed

March 17, 2008

上記日付において提出されたものである。

1) 各々の署名人は前記発明のための出願関係および、継続出願、分割出願、再発行出願およびこの件に関しての発行する特許において、必要な全ての書類を履行することに同意し、譲受人が必要と思われる、このような出願および特許に関しての別途譲渡証を履行することにも同意する。

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4) 各々の署名人は、前記譲受人に対して有効な米国特許の承認を取得し、維持し、もしくは再発行もしくは再審査により、確認するために、必要なすべての積極的な行為を履行することに同意する。

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6) 各々の署名人は、この書類の記録上、米国特許商標庁の規定に従うために、必要もしくは所望であればこの譲渡証にさらに確認事項を記入するための権利がオリフ・ベッジ法律弁護士事務所(Oliff & Berridge)に付与されていることをここに承認する。

1) Each undersigned agrees to execute all papers necessary in connection with any application and any continuing, divisional or reissue applications for the invention, and any patent(s) issuing thereon, and also to execute separate assignments in connection with such applications and patents as the Assignee may deem necessary.

2) Each undersigned agrees to execute all papers necessary in connection with any interference which may be declared concerning any application or continuation or division thereof, or any patent or reissue application based thereon, for the invention, and to cooperate with the Assignee in every way possible in obtaining evidence and going forward with such interference.

3) Each undersigned agrees to execute all papers and documents and perform any act which may be necessary in connection with claims or provisions of the International Convention for Protection of Industrial Property or similar agreements.

4) Each undersigned agrees to perform all affirmative acts which may be necessary to obtain, maintain or confirm by reissue or reexamination a grant of a valid United States patent to the Assignee.

5) Each undersigned authorizes and requests the Commissioner of the U.S. Patent and Trademark Office to issue any and all Letters Patents of the United States resulting from said application(s) to the said Assignee, as Assignee of the entire interest, and covenants that he has full right to convey the entire interest herein assigned, and that he has not executed, and will not execute, any agreements in conflict herewith, and agrees that this assignment is binding on him and his heirs, successors, assigns and legal representatives.

6) Each undersigned hereby grants the firm of Oliff & Berridge the power to insert on this assignment any further identification that 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.