## PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

### **CONVEYING PARTY DATA**

Name	Execution Date
Shimpei Miura	05/01/2008

### **RECEIVING PARTY DATA**

Name:	Toyota Motor Engineering & Manufacturing North America, Inc.	
Street Address:	25 Atlantic Avenue	
City:	Erlanger	
State/Country:	KENTUCKY	
Postal Code:	41018	

#### PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	12127567

### **CORRESPONDENCE DATA**

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ATTORNEY DOCKET NUMBER: 90181-0400

NAME OF SUBMITTER: Ketan S. Vakil

Total Attachments: 2

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PATENT REEL: 021033 FRAME: 0380

# <u>ASSIGNMENT</u>

WHEREAS, ASSIGNOR, comprising the following named inventor: Shimpei Miura, has invented, conceived, reduced to practice, inventions for a **RADIATOR FAN CONTROL FOR HEAT PUMP HVAC** (hereinafter the "Invention"), for which United States Patent Application No. 12/127,567 was filed on May 27, 2008 [Authorization is given hereby to insert the application serial number and filing date when it becomes available] (hereinafter the "Application"); and

WHEREAS, ASSIGNEE, Toyota Motor Engineering & Manufacturing North America, Inc., a Corporation organized under and pursuant to the laws of Kentucky having its principal place of business at 25 Atlantic Avenue, Erlanger, Kentucky 41018, is desirous of acquiring the entire right, title and interest in, to and under the Invention and the Application and patents to be obtained thereon;

NOW, THEREFORE, in consideration of the payment by ASSIGNEE to ASSIGNOR the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged, and for other good and valuable consideration, ASSIGNOR does hereby sell, assign and transfer and set over to ASSIGNEE, its successors, legal representatives and assigns, the entire right, title and interest, throughout the world, in the Invention and the Application, and any other intellectual property rights in the Invention including, but not limited to, any patent rights, and any patent application(s), claiming priority thereto, that have been or may hereafter be filed:

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

ASSIGNOR does hereby covenant and agree to provide any tangible property embodying or describing the Invention, including, without limitation, all documents, drawings, prototypes, models, test results, designs, materials, computer programs and data, and the like, which, if not presently in the possession of ASSIGNEE will be delivered to ASSIGNEE immediately upon request;

ASSIGNOR does hereby covenant and agree to do everything possible to aid ASSIGNEE, its successors, legal representatives and assigns to obtain and enforce proper

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PATENT 021033 FRAME: 0

Docket No. 90181-0400

ASSIGNOR does hereby covenant and agree to do everything possible to aid ASSIGNEE,

its successors, legal representatives and assigns to obtain and enforce proper patent protection for

the Invention in all countries including assisting with the preparation of any application relating

to the Invention;

ASSIGNOR does hereby covenant and agree not to contest the validity or enforceability

of any intellectual property rights assigned herein, or to assist or request any third party to

contest the validity or enforceability of any intellectual property rights assigned herein;

ASSIGNOR does hereby release and forever discharge ASSIGNEE from any and all

claims, including but not limited to any debts, liabilities, damages and causes of action of

whatsoever kind or nature relating to the Invention, whether or not known, suspected and

unsuspected, including any and all previous agreements entered into, which now exist, or may

have existed prior to the date of this assignment.

IN WITNESS WHEREOF, I have executed this instrument at \_\_\_\_\_\_, on

the date indicated adjacent to my name.

Dated: 5/1/2008

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RECORDED: 06/03/2008

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REEL: 021033 FRAME: 0382