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U.S. DEPARTMENT OF COMMERCE
and States Patent and Trademark Office

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103509967

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Masao FUJITA (05/16/2008), Kenji TANAKA
(05/16/2008), and Sadamu KUSE (05/16/2008)

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

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

Execution Date(s): in parentheses after inventor name

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

2. Name and address of receiving party(ies)

Name: HITACHI MAXELL, LTD.

Internal Address:

Street Address:

1-88, Ushitora 1-chome
Ibaraki-shi Osaka
567-8567
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)

NEW

B. Patent No.(s)

12/213055

Additional numbers attached? ☐ Yes ☒ No

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

Name: John W. Bailey
BIRCH, STEWART, KOLASCH & BIRCH,
LLP

Internal Address: Atty. Dkt.: 5271-0167PUS1

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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 02-2448
Authorized User Name John W. Bailey

9. Signature:

John W. Bailey

Signature

June 13, 2008

Date

John W. Bailey - 32,881

Name of Person Signing

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

3

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ATTORNEY DOCKET NO.
5271-0167PUS1

BIRCH, STEWART, KOLASCH & BIRCH, LLP

UNITED STATES PATENT RIGHTS, OR
UNITED STATES PLUS ALL FOREIGN PATENT RIGHTS

ASSIGNMENT

Application No. NEW

Filed June 13, 2008

Insert Name(s)
of Inventor(s) **Masao FUJITA
Kenji TANAKA
Sadamu KUSE**

WHEREAS, (hereinafter designated as the undersigned) has (have) invented certain new and useful improvements in:

Insert Title
of Invention **DATA RECORDING APPARATUS AND DATA RECORDING SYSTEM**

for which an application for Letters Patent of the United States of America has been executed by the undersigned (except in the case of a provisional application)

Insert Date
of Signing of
Application on May 16, 2008 ;

Insert Name
of Assignee and **WHEREAS, HITACHI MAXELL, LTD.**

Insert Address
of Assignee of 1-88, Ushitora 1-chome, Ibaraki-shi, Osaka 567-8567, JAPAN

its heirs, successors, legal representatives and assigns (hereinafter designated as the Assignee) is desirous of acquiring the entire right, title and interest in and to said invention and in and to any Letters Patent(s) that may be granted therefor in the United States of America and

CHECK BOX
IF APPROPRIATE ☐ in any foreign countries.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) to the undersigned in hand paid, the receipt of which is hereby acknowledged, and other good and valuable consideration, the undersigned has (have) sold, assigned and transferred, and by these presents does sell, assign and transfer unto said Assignees the full and exclusive right to the said invention in the United States of America, its territories, dependencies and possessions and the entire right, title and interest in and to any and all Letters Patent(s) which may be granted therefor in the United States of America, its territories, dependencies and possessions, and if the box above is designated, in any and all foreign countries;

and to any and all divisions, reissues, continuations, conversions and extensions thereof for the full term or terms for which the same may be granted.

in equal undivided amounts unless specific undivided amounts are listed below:

OWNERSHIP
INTEREST Assignee 1 (____%); Assignee 2 (____%); Assignee 3 (____%).

The undersigned agree(s) to execute all papers necessary in connection with this application and any continuing, divisional, conversion or reissue applications thereof and also to execute separate assignments in connection with such applications as the Assignees may deem necessary or expedient.

The undersigned agree (s) to execute all papers necessary in connection with any interference which may be declared concerning this application or continuation, division, conversion or reissue thereof or Letter Patent(s) or reissue patent issued thereon and to cooperate with the Assignees in every way possible in obtaining and producing evidence and proceeding with such interference.

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

The undersigned agree(s) to perform all affirmative acts which may be necessary to obtain a grant of a valid United States of America patent(s) or a grant of a valid United States of America and any foreign patent(s) to the Assignees and to vest all rights therein hereby conveyed to said Assignees as fully and entirely as the same would have been held by the undersigned if this Assignment and sale had not been made.

The undersigned hereby authorize(s) and request(s) the Patent and Trademark Office Officials in the United States of America and in any foreign countries to issue any and all Letters Patents resulting from said application or any continuing, divisional conversion or reissue applications thereof to the said Assignees, as Assignees of the entire interest, and hereby covenants that he has (they have) the full right to convey the entire interest herein assigned, and that he has (they have) not executed, and will not execute, any agreement in conflict herewith.

The undersigned hereby grant(s) the law firm of Birch, Stewart, Kolasch & Birch, LLP 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 U.S. Patent and Trademark Office for recordation of this document.

The undersigned hereby covenant(s) that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment.

In witness whereof, executed by the undersigned on the date(s) opposite the undersigned name(s).

| | |
|----------------------------|------------------------------------------------------------------|
| Date <u>May 16. 2008</u> , | Name of Inventor <u>Masao Fujita</u> (signature) Masao FUJITA |
| Date <u>May 16, 2008</u> , | Name of Inventor <u>Kenji Tanaka</u> (signature) Kenji TANAKA |
| Date <u>May 16. 2008</u> , | Name of Inventor <u>Sadamu Kuse</u> (signature) Sadamu KUSE |
| Date _____, | Name of Inventor _____ (signature) |
| Date _____, | Name of Inventor _____ (signature) |
| Date _____, | Name of Inventor _____ (signature) |