# OP \$40.00 11539

# PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

| SUBMISSION TYPE:      | NEW ASSIGNMENT |
|-----------------------|----------------|
| NATURE OF CONVEYANCE: | ASSIGNMENT     |

## **CONVEYING PARTY DATA**

| Name                  | Execution Date |
|-----------------------|----------------|
| Tuff Torq Corporation | 05/20/2008     |

## **RECEIVING PARTY DATA**

| Name:           | Kanzaki Kokyukoki Mfg. Co., Ltd. |  |
|-----------------|----------------------------------|--|
| Street Address: | 2-18-1, Inadera, Amagasaki-shi   |  |
| City:           | Hyogo                            |  |
| State/Country:  | JAPAN                            |  |
| Postal Code:    | 661-0981                         |  |

### PROPERTY NUMBERS Total: 1

| Property Type       | Number   |
|---------------------|----------|
| Application Number: | 11539247 |

# **CORRESPONDENCE DATA**

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| ATTORNEY DOCKET NUMBER: | 0666.2990000 |
|-------------------------|--------------|
| 1                       |              |

NAME OF SUBMITTER: John T. Haran

Total Attachments: 3

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> PATENT REEL: 021644 FRAME: 0252

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### ASSIGNMENT

In consideration of the sum of One Dollar (\$1.00) or equivalent and other good and valuable consideration, receipt of which is hereby acknowledged, **Tuff Torq Corporation**, a corporation organized and existing under the laws of Tennessee and having an office and place of business at 5943 Commerce Boulevard, Morristown, Tennessee 37814-1051 (hereafter referred to as the "Assignor"), hereby sells and assigns to **Kanzaki Kokyukoki Mfg. Co., Ltd.**, a corporation formed under the laws of Japan, having an office and place of business at 2-18-1, Inadera, Amagasaki-shi, Hyogo, Japan 661-0981 (hereafter referred to as the "Assignee"), its entire right, title and interest for the United States of America (as defined in 35 U.S.C. § 100), and throughout the world, including the right to sue for past infringement and to collect for all past, present and future damages,

- (a) in each of the Patents and Patent Applications that are described in detail in Schedule A, annexed hereto and made a part hereof, and
- (b) in any and all applications that claim the benefit of the Patents and Patent Applications described in detail in Schedule A, including non-provisional applications, continuing (continuation, divisional, or continuation-in-part) applications, reissues, extensions, renewals, and reexaminations of such Patents and Patent Applications, to the full extent of the term or terms for which Letters Patents issue, and
- (c) in any and all inventions described in each of the Patents and Patent Applications that are described in detail on Schedule A, and in all forms of intellectual and industrial property protection derivable therefrom, and that are derivable from any and all continuing applications, reissues, extensions, renewals and reexaminations of such Patents and Patent Applications, including, without limitation, patents, applications, utility models, inventor's certificates, and designs together with the right to file applications therefor; and including the right to claim the same priority rights from any previously filed applications under the International Agreement for the Protection of Industrial Property, or any other international agreement, or the domestic laws of the country in which any such application is filed, as may be applicable:

all such rights, title and interest to be held and enjoyed by the above-named Assignee, its successors, legal representatives and assigns to the same extent as all such rights, title and interest would have been held and enjoyed by the Assignor had this assignment and sale not been made.

The Assignor agrees to execute all papers necessary in connection with the applications and Letters Patents as above, and any non-provisional, continuing (continuation, divisional, or continuation-in-part), reissue, reexamination or corresponding applications thereof and also to execute separate assignments in connection with such applications as the Assignee may deem necessary or expedient.

The Assignor agrees to execute all papers necessary in connection with any interference or patent enforcement action (judicial or otherwise) related to the applications or Letters Patents or any non-provisional, continuing (continuation, divisional, or continuation-

PATENT REEL: 021644 FRAME: 0253 in-part), reissue or reexamination application thereof and to cooperate with the Assignee at Assignee's expense in every reasonable way possible in obtaining evidence and going forward with such interference or patent enforcement act.

The Assignor agrees to perform all affirmative acts at Assignee's request and expense that may be necessary to obtain or ensure a grant of a valid patent to the Assignee.

The Assignor hereby represents that Assignor has full right and authority to convey the entire interest herein assigned, and that Assignor has not executed, and will not execute, any agreement in conflict therewith.

The Assignor hereby grants the patent practitioners associated with CUSTOMER NUMBER 26111 the power to insert in this assignment, including the attached Schedule A, any further information regarding the patents and patent applications so identified in such Schedule A 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.

SIGNED on behalf of the said ASSIGNOR,

| TUFF TO | ORQ CORPORATION | ON / ,  |
|---------|-----------------|---------|
| By:     | Lizenovi        | Sakikan |
| Name:   | SHIGENORI       | SAKIKAW |

Title: <u>PRESIDENT</u>

Date: <u>Hay 20, 2008</u>

SCHEDULE A

UNITED STATES PATENTS, UNITED STATES PATENT APPLICATIONS AND INTERNATIONAL APPLICATIONS THAT DESIGNATE THE UNITED STATES

|     | Application No. | Filing Date | Patent No. | Issue Date |
|-----|-----------------|-------------|------------|------------|
| 1.  | 08/096,050      | 07/22/93    | 5,386,742  | 02/07/95   |
| 2.  | 08/800,787      | 02/14/97    | 5,850,758  | 12/22/98   |
| 3.  | 09/049,505      | 03/27/98    | 6,098,386  | 08/08/00   |
| 4.  | 09/051,032      | 03/31/98    | 6,125,630  | 10/03/00   |
| 5.  | 09/489,678      | 01/24/00    | 6,312,354  | 11/06/01   |
| 6.  | 09/627,506      | 07/28/00    | 6,346,060  | 02/12/02   |
| 7.  | 09/531,174      | 03/20/00    | 6,385,971  | 05/14/02   |
| 8.  | 08/875,724      | 08/04/97    | 6,390,227  | 05/21/02   |
| 9.  | 09/489,680      | 01/24/00    | 6,397,966  | 06/04/02   |
| 10. | 09/381,235      | 10/27/99    | 6,449,949  | 09/17/02   |
| 11. | 09/622,414      | 08/16/00    | 6,524,205  | 02/25/03   |
| 12. | 09/901,656      | 07/11/01    | 6,536,212  | 03/25/03   |
| 13. | 09/700,923      | 11/21/00    | 6,540,633  | 04/01/03   |
| 14. | 09/737,567      | 12/18/00    | 6,550,242  | 04/22/03   |
| 15. | 09/700,147      | 11/13/00    | 6,629,577  | 10/07/03   |
| 16. | 10/277,115      | 10/22/02    | 6,732,828  | 05/11/04   |
| 17. | 10/146,952      | 05/17/02    | 6,830,115  | 12/14/04   |
| 18. | 10/688,924      | 10/21/03    | 6,889,793  | 05/10/05   |
| 19. | 10/232,601      | 09/03/02    | 6,951,091  | 10/04/05   |
| 20. | 10/392,305      | 03/20/03    | 6,968,686  | 11/29/05   |
| 21. | 11/048,111      | 02/02/05    | 7,240,488  | 07/10/07   |
| 22. | 11/108,901      | 04/19/05    | 7,331,176  | 02/19/08   |
| 23. | 11/539,247      | 10/06/06    | • •        |            |
| 24. | 11/860,282      | 09/24/07    |            |            |
| 25. | 11/090,097      | 03/28/05    |            |            |
| 26. | 11/277,433      | 03/24/06    |            |            |

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**RECORDED: 10/07/2008** 

PATENT REEL: 021644 FRAME: 0255