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SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	

#### **CONVEYING PARTY DATA**

Name	Execution Date
Kenta NAKAGAWA	07/03/2008
Yutaka YASUDA	07/14/2008
Yoshiaki SUZUKI	07/07/2008

#### **RECEIVING PARTY DATA**

Name:	Nippon Mining & Metals Co., Ltd.	
Street Address:	10-1, Toranomon 2 chome, Minato-ku	
City:	Tokyo	
State/Country: JAPAN		
Postal Code: 105-0001		

#### PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	12216176

#### **CORRESPONDENCE DATA**

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ATTORNEY DOCKET NUMBER:	1823-0137PUS1
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NAME OF SUBMITTER: Marc S. Weiner

Total Attachments: 2

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PATENT

REEL: 021686 FRAME: 0759

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# BIRCH, STEWART, KOLASCH & BIRCH, LLP

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

### **ASSIGNMENT**

	Application No. 12/216,176 Filed June 30, 2008					
Insert Name(s) of Inventor(s)	***(Given Name FAMILY NAME (ALL CAPS))*** WHEREAS,  1) Kenta/Nakagawa at c/o NIKKO SMELTING & REFINERY CO., LTD.,					
	SAGANOSEKI SMELTER & REFINERY, 3-3382 Saganoseki, Oita-shi, 879-2201 JAPAN 2) Yutaka/Yasuda					
	c/o PAN PACIFIC COPPER CO., LTD., 10-1, Toranomon 2 chome, Minato-ku, Tokyo 105-0001 JAPAN					
	3) Yoshiaki/Suzuki at c/o HIBI KYODO SMELTING CO., LTD., TAMANO SMELTER & REFINERY, 6-1-1,					
	Hibi, Tamano-shi, Okayama, 706-8511 JAPAN					
-						
	·					
	(hereinafter designated as the undersigned) has (have) invented certain new and useful improvements in					
Insert Title of Invention	Method for Operating Non-ferrous Smelting Plant					
	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_July 3, 2008, July 14, 2008, July 7, 2008 ; a					
Insert Name of Assignee						
Insert Address	·					
of Assignee	10-1, Toranomon 2 chome, Minato-ku, Tokyo 105-0001 JAPAN					
CHECK BOX IF APPROPRIATE	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  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 Assignee 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					

Page 1 of 2

terms for which the same may be granted.

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 Assignee 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 Assignee 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 Assignee and to vest all rights therein hereby conveyed to said Assignee 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 Assignee, as Assignee 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 _	07/03/2008	Name of Inventor	Kenta Nakagawa
Date _	07/14/2008	Name of Inventor	(signature) Kenta NAKAGAWA  (signature) Yutaka YASUDA
Date	07/07/2008	Name of Inventor	Yoshiaki Suzuki (signature) Yoshiaki SUZUKI
Date			(signature)
Date		Name of Inventor	(signature)
Date	7	Name of Inventor	(signature)
Page 2 of	<b>:</b> 2		February 2002

**RECORDED: 10/15/2008** 

PATENT REEL: 021686 FRAME: 0761