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**Naohiko KIYOTA**  
 Additional name(s) of conveying parties attached?  Yes  No

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 Street Address: **580 Horikawa-cho, Saiwai-ku**  
 City: **Kawasaki-shi, Kanagawa-ken**  
 Country: **Japan**  
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 Execution date: **November 4, 2008.**

4. Application numbers or patent numbers:  
 A. Application No.(s) Not Yet Assigned  
 B. Patent No.(s)

Additional Numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: **Richard M. Rosati, Esq.**  
 Internal Address: **KENYON & KENYON LLP**  
 Street Address: **One Broadway**  
 City: **New York** State: **New York** ZIP: **10004**  
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December 9, 2008  
Date

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### ASSIGNMENT

IN CONSIDERATION of good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned hereby sell, assign, and transfer to Faltec Company Limited, a corporation of Japan, having a principal place of business at 580 Horikawa-cho, Saiwai-ku, Kawasaki-shi, Kanagawa-ken, Japan ("Assignee"), and its successors, assigns, and legal representatives, the entire right, title, and interest for the United States and all foreign countries, in and to any and all inventions and discoveries that are disclosed in the United States Patent Application entitled:

INSTALLATION STRUCTURE FOR ROOF RAIL

the specification of which is attached hereto unless the following is entered:

Filed on	as United States Application Number or PCT International Application Number	and was amended on (if applicable)

NOW, THEREFORE, we hereby, without reservations:

1. Assign, transfer, and convey to Assignee the entire right, title, and interest in and to said invention, said patent application for Letters Patent of the United States of America, any and all other applications for Letters Patent on said invention in any and all countries, including all divisional, renewal, substitute, continuation, and Convention applications based in whole or in part upon said invention, or upon said patent application, and any and all Letters Patent, reissues, and extensions of Letters Patent granted for said invention or upon said patent application, and every priority right that is or may be predicated upon or arise from said invention, said patent application, and said Letters Patent(s).

2. Authorize Assignee to file patent applications in any or all countries for said invention in our name or in the name of Assignee or otherwise as Assignee may deem advisable, under an International Convention or otherwise.

3. Authorize and request the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to issue or transfer all said Letters Patent to Assignee, as Assignee of the entire right, title, and interest therein or otherwise as Assignee may direct.

4. Warrant that we have not conveyed to others any right, title, or interest in said invention, patent application, or patents or any license to use the same or to make, use, or sell anything embodying or utilizing any of said invention; that we have good right to assign the same to Assignee without encumbrance; and that we are aware of no claim to the contrary.

5. Bind our heirs, legal representatives, and assigns, as well as ourselves to do, upon Assignee's request and at Assignee's expense, but without additional consideration to us or them, all acts reasonably serving to assure that the said inventions and discoveries, the said patent applications, and the said Letters Patent shall be held and enjoyed by Assignee as fully and entirely as the same could have been held and enjoyed by us, our heirs, legal representatives, and assigns if this assignment had not been made; and particularly to execute and deliver to Assignee all lawful application documents including petitions, specifications, and oaths, and all assignments, disclaimers, and lawful affidavits in form and substance as may be requested by Assignee; to communicate to Assignee all facts known to us relating to said inventions and discoveries or the history thereof; to furnish Assignee with any and all documents, photographs, models, samples, and other physical exhibits in our control or in the control of our heirs, legal representatives, or assigns which may be useful for establishing the facts of our conceptions, disclosures, and reduction to practice of said inventions and discoveries; and to testify to the same in any interference, arbitration, or litigation.

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Inventor: Naohiko KIYOTA

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Witness Signature <i>Tomokaz Kanai</i>	Date November 4, 2008
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