



01-16-2009



COMMERCE
mark Office

103544013

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):

Jun Morinaga (03/26/2008), Tadashi Kawaguchi
(04/28/2008), and Hiroaki Inoue (03/27/2008)

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

2. Name and address of receiving party(ies)

Name: Komatsu Ltd.

Internal Address: _____

Street Address: _____

2-3-6, Akasaka
Minato-ku
Tokyo 107-8414
JAPAN

City: _____

State: _____

Country: _____ Zip: _____

Additional name(s) & address(es) 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 _____

4. Application or patent number(s):

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

12/084,326

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: William L. Brooks
EDWARDS ANGELL PALMER & DODGE
LLP

Internal Address: Atty. Dkt.: 81524(302753)

Street Address: P.O. Box 55874

City: Boston

State: MA Zip: 02205

Phone Number: (202) 478-7376

Fax Number: (866) 658-1050

Email Address: wbrooks@eapdlaw.com

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 to deposit account

☐ Enclosed

☐ None required (government interest not affecting title)

8. Payment Information

Deposit Account Number 04-1105

Authorized User Name William L. Brooks

9. Signature:

William L. Brooks

Signature

January 13, 2009

Date

William L. Brooks - 34,129

Name of Person Signing

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

3

01/15/2009 DBYRNE 00000004 041105 12084326
01 FC:8021 40.00 DA

ASSIGNMENT BY INVENTOR

THIS ASSIGNMENT, made this 26th day of March 2008, 28th day of April 2008 and 27th day of March 2008 by Jun MORINAGA, Tadashi KAWAGUCHI and Hiroaki INOUE (hereinafter referred to as Assignor), residing at c/o Construction Equipment Electronics Division, Komatsu Ltd., 3-25-1, Shinomiya, Hiratsuka-shi, Kanagawa 254-8555 Japan;

WHEREAS, Assignor has invented certain new and useful improvements in CONTROL APPARATUS FOR WORK MACHINE , set forth in a Patent application for Letters Patent of the United States, filed herewith or if not filed herewith, being earlier filed on _____ and having Serial No. _____ ; and

WHEREAS, KOMATSU LTD., a company organized under and pursuant to the laws of Japan having its principal place of business at 2-3-6, Akasaka, Minato-ku, Tokyo 107-8414 Japan (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to said inventions and said Application for Letters Patent of the United States, and in and to any Letters Patent of the United States to be obtained therefore and thereon.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, Assignor has sold, assigned, transferred and set over, and by these presents does sell, assign, transfer and set over, unto Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions and application for Letters Patent, and in and to any and all direct and indirect divisions, continuations and continuations-in-part of said application, and any and all Letters Patent in the United States and all foreign countries which may be granted therefore and thereon, and reissues, reexaminations and extensions of said Letters Patent, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by Assignee, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent may be granted and/or extended, as fully and entirely as the same would have been held and enjoyed by Assignor, had this sale and assignment not been made.

AND for the same consideration, Assignor hereby represents and warrants to Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, except for any rights, titles and/or interests that have arisen to Assignee under law or that have already been transferred to Assignee, Assignor is the sole and lawful owner of the entire right, title and interest in and to the said inventions and application for Letters Patent above-mentioned, and that the same are unencumbered and that Assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, Assignor hereby covenants and agrees to and with Assignee, its successors, legal representatives and assigns, that Assignor will sign all papers and documents, take all lawful oaths and do all acts necessary or required to be

done for the procurement, maintenance, enforcement and defense of any Letters Patent and applications for Letters Patent for said inventions, without charge to Assignee, its successors, legal representatives and assigns, whenever counsel of Assignee, or counsel of its successors, legal representatives and assigns, shall advise: that any proceeding in connection with said inventions, or said Patent application for Letters Patent, or any proceeding in connection with any Letters Patent or applications for Letters Patent for said inventions in any country, including but not limited to interference proceedings, is lawful and desirable; or, that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue, reexamination or extension of any Letters Patent, to be obtained thereon, is lawful and desirable.

AND Assignor hereby requests the Commissioner of Patent and Trademarks to issue said Letters Patent of the United States to Assignee, as Assignee of said inventions and the Letters Patent to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives and assigns.

AND Assignor hereby grants the following individuals 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 United States Patent and Trademark Office for recordation of this document:

EDWARDS ANGELL PALMER & DODGE LLP

All practitioners at Customer Number 21874

AND Assignor acknowledges an obligation of assignment of this invention to Assignee at the time the invention was made.

March 26, 2008

Date

Jun Morinaga

Name: Jun MORINAGA

April 28, 2008

Date

Tadashi Kawaguchi

Name: Tadashi KAWAGUCHI

March 27, 2008

Date

Hiroaki Inoue

Name: Hiroaki INOUE