


FORM PTO-1595 02-06-2009 U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



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EET
Attorney Docket No.: 47260-5008-00-US

2-3-09

To the Commissioner for Patents ATTN: BOX ASSIGNMENT
Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies):</p> <p>1. FANUC LTD</p> <p>Additional names of conveying party(ies) attached? NO</p>	<p>2. Name and address of receiving party(ies):</p> <p>1. FANUC LTD 3580, Shibokusa Aza-Komanba, Oshino-mura, Minamitsuru-gun, Yamanashi 401-0597, Japan</p> <p>2. KOMATSU LTD. 2-3-6, Akasaka, Minato-ku, Tokyo 107-8414, Japan</p> <p>3. KOMATSU INDUSTRIES CORPORATION 5 Jigata, Yookaichimachi, Komatsu-shi, Ishikawa, 923-0868, Japan</p> <p>Additional name(s) & address(es) attached? NO</p>
<p>3. Nature of conveyance:</p> <p><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p> <p>Execution Date: <u>November 19, 2008</u></p>	

4. New Application number(s) or patent number(s):

U.S. Application No. 11/265,187 filed November 3, 2005

If this document is being filed together with a new application the execution date of the application is:


Additional numbers attached: No

<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: Ronald L. Grudziecki</p> <p>Internal Address: Drinker Biddle & Reath LLP Customer No. 55694</p> <p>Street Address: 1500 K Street, N.W., Suite 1100 City: Washington State: D.C. Zip: 20005</p>	<p>6. Total number of applications and patents involved: <u>1</u></p> <p>7. Total fee (37 C.F.R. §3.41): <u>\$40.00</u></p> <p><input checked="" type="checkbox"/> Enclosed</p> <p><input checked="" type="checkbox"/> Authorized to be charged to Deposit Account (if necessary)</p> <p>8. Deposit Account No. 50-0573 (Attach duplicate page if paying by deposit account)</p>
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9. Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Elaine P. Spector
Name of Person Signing
Reg. No. 40,116



 Signature

February 3, 2009
Date

Total number of pages including cover sheet (in duplicate), attachments and documents: 3

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ASSIGNMENT

THIS ASSIGNMENT, by FANUC LTD, (hereinafter referred to as "the Assignor," respectively witnesseth:

WHEREAS, the Assignor is the owner of certain new and useful improvements set forth in U.S. Patent Application No. 11/265,187 filed November 3, 2005, entitled:

**DIE CUSHION MECHANISM, AND APPARATUS AND METHOD
FOR CONTROLLING THE SAME**

WHEREAS,

1. FANUC LTD, a corporation of Japan, whose post office address is: 3580, Shibokusa Aza-Komanba, Oshino-mura, Minamitsuru-gun, Yamanashi 401-0597, JAPAN

2. KOMATSU LTD., a corporation of Japan, whose post office address is: 2-3-6, Akasaka, Minato-ku, Tokyo 107-8414, Japan; and

3. KOMATSU INDUSTRIES CORPORATION, a corporation of Japan, whose post office address is: 5 Jigata, Yookaichimachi, Komatsu-shi, Ishikawa 923-0868, Japan

(hereinafter 1-3 are referred to as Assignee(s)), are each desirous of having or acquiring an equal right, title, and interest in and to said inventions, the right to file applications on said inventions and the equal right, title and interest in and to any applications, including provisional application for Letters Patent of the United States or other countries claiming priority to said application, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefore and thereon.

NOW, THEREFORE, for good and sufficient consideration, the receipt of which is hereby acknowledged, the Assignor has sold, assigned transferred, and set over, and by these presents do as necessary sell, assign, transfer, and set over, unto each of the Assignees, its successors, legal representatives, and assigns an equal right, title, and interest in and to the above-mentioned, inventions, the right to file applications on said inventions and the equal right, title and interest in and to any applications, and any and all Letters Patent or Patents of the United States of America and all foreign countries that may be granted therefore and thereon, and in and to any and all applications, and reissues and extensions of said Letters Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by each of the Assignees, for each's own use and behoof and the use and behoof of its successors, legal representatives, and assigns, to the full end of the term or terms for which Letters Patent of Patents may be granted as fully and entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made;

AND for the same consideration, the Assignor hereby covenants and agrees to and with the Assignees, their successors, legal representatives, and assigns, that, at the time of execution

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and delivery of these presents, the Assignor is the sole and lawful owner of the entire right, title, and interest in and to the inventions set forth in said applications and said applications, including provisional applications, above-mentioned, and that the same are encumbered, and that the 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, the Assignor hereby covenants and agrees to and with the Assignees, their successors, legal representative, and assigns that the Assignor will, whenever counsel of its successors, legal representatives, and assigns, shall advise that any proceeding in connection with said inventions or said applications for Letters Patent or Patents, or any proceeding in connection with Letters Patent or Patents for said inventions in any country, including interference proceedings, is lawful and desirable, 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 Letters Patent or Patents for said inventions, without charge to the Assignees, their successors, legal representatives, and assigns, but at the cost and expense of the Assignees, their successors, legal representatives, and assigns;

AND the Assignor hereby requests the Commissioner of Patents to issue any and all said Letters Patent of the United States to the following as Assignees:

FANUC LTD

KOMATSU LTD

KOMATSU INDUSTRIES CORPORATION

as the Assignees of said invention, the Letters Patent to be issued for the sole use and behoof of the Assignees, their successors, legal representatives, and assigns.

Date: November 19, 2008

By: 

Name: Yoshiharu Inaba

Title: President and Chief Executive Officer
FANUC LTD