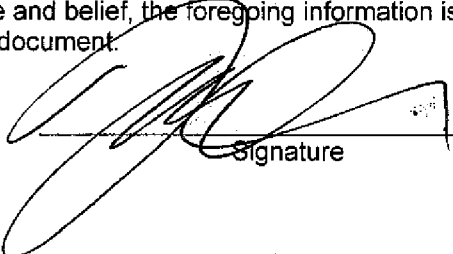


Client Code: KOSHI2.001AUS

**RECORDATION FORM COVER SHEET  
PATENTS ONLY**

To the Director, U.S. Patent and Trademark Office: Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies): (List using letters or numbers for multiple parties)</p> <p>1. Ihara Mfg. Co., Ltd.</p> <p><b>2. Yamaha Marine Kabushiki Kaisha</b></p> <p>Additional name(s) of conveying party(ies) attached?</p> <p>( ) Yes (X) No</p>	<p>2. Name and address of receiving party(ies):</p> <p>1. Name: Ihara Mfg. Co., Ltd.</p> <p>Address: 4-4-4 Shinmiyakoda, Hamamatsu-shi Shizuoka-ken, Japan</p> <p><b>2. Name: Yamaha Hatsudoki Kabushiki Kaisha</b></p> <p><b>Address: Shingai 2500, Iwata-shi</b> <b>Shizuoka-ken, Japan</b></p> <p>Additional name(s) of receiving party(ies) attached?</p> <p>( ) Yes (X) No</p>
<p>3. Nature of conveyance:</p> <p>( ) Assignment ( ) Security Agreement</p> <p>(X) Merger ( ) Change of Name</p> <p>( ) Other:</p> <p>Execution Date: (List as in section 1 if multiple signatures)</p> <p>October 16, 2008</p>	<p>4. US or PCT Application number(s) or US Patent number(s):</p> <p>(X) Patent No.: 7,124,732</p> <p>Issue Date: October 24, 2006</p> <p>Additional numbers attached?</p> <p>( ) Yes (X) No</p>
<p>5. Party to whom correspondence concerning document should be mailed:</p> <p><b>Customer No. 20,995</b></p> <p><b>Address:</b> Knobbe, Martens, Olson &amp; Bear, LLP 2040 Main Street, 14<sup>th</sup> Floor Irvine, CA 92614</p> <p><b>Return Fax:</b> (949) 760-9502</p> <p><b>Attorney's Docket No.:</b> KOSHI2.001AUS</p>	<p>6. Total number of applications and patents involved: 1</p>
<p>7. Total fee (37 CFR 1.21(h)): \$40</p> <p>(X) Authorized to be charged to deposit account</p>	<p>8. Deposit account number: 11-1410</p> <p>Please charge this account for any additional fees which may be required, or credit any overpayment to this account.</p>
<p>9. Statement and signature.</p> <p>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.</p> <p><u>Michael A. Guiliana</u> Name of Person Signing</p> <p><u>42,611</u> Registration No.</p> <p> Signature</p> <p><u>March 9, 2009</u> Date</p> <p>Total number of pages including cover sheet, attachments and document: 6</p>	

Documents transmitted via Facsimile to be recorded with required cover sheet information to:

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## MERGER AGREEMENT

This Agreement, is made and entered as of October 16, 2008, by and between Yamaha Hatsudoki Kabushiki Kaisha, a corporation with its principal place of business at Shingai 2500, Iwata-shi, Shizuoka-ken (hereinafter referred to as "Yamaha Motor") and Yamaha Marine Kabushiki Kaisha, a corporation with its principal place of business at Nippashi-cho, Minami-ku, Hamamatsu-shi, Shizuoka-ken (hereinafter referred to as "Yamaha Marine"), regarding the merger by absorption of Yamaha Marine by Yamaha Motor. Yamaha Motor and Yamaha Marine shall each be a "Party" and collectively the "Parties."

## WITNESSETH

### Article 1 Way of Merger

Yamaha Motor and Yamaha Marine hereby agree that, upon the merger, Yamaha Motor shall continue to exist and Yamaha Marine shall cease to exist.

### Article 2 Consideration for the Merger

Yamaha Motor shall not grant any stocks or monetary compensation to the stockholders of Yamaha Marine as consideration for the merger.

### Article 3 Capital and Capital Surplus Reserve of Yamaha Motor

The merger shall increase neither the capital nor the capital surplus reserve of Yamaha Motor.

### Article 4 Effective Date

The merger shall become effective as of January 1, 2009; provided, however, that this date may be changed as necessary, depending on the level of progress made in the procedures to be taken for the merger upon consultation between Yamaha Motor and Yamaha Marine.

### Article 5 Transfer of Property

1. On the effective date of the merger, Yamaha Marine shall transfer to Yamaha Motor all of Yamaha Marine's assets, liabilities, rights and obligations, based on Yamaha Marine's balance sheet and

other financial statements dated as of June 30, 2008, including any changes during the period between June 30, 2008 and the effective date of the merger.

2. Yamaha Marine shall submit to Yamaha Motor a separate statement clearly describing any changes to Yamaha Marine's assets and liabilities that have taken place during the period between June 30, 2008 and the effective date of the merger.

#### **Article 6 Mutual Obligations of Faithfulness**

In the period between the execution of this Agreement and the effective date of the merger, each of Yamaha Motor and Yamaha Marine shall be responsible for performing its respective operations and control its respective assets within the standard of care of a good manager; provided, however, that in the event that either of the Parties wishes to take any action that would have a profound effect on its assets, its rights, and/or its obligations, such Party shall obtain prior written approval for such action from the other Party after mutual consultation.

#### **Article 7 Retirement Benefits**

Upon mutual consultations, the Parties shall decide what the amounts for the payment of the retirement benefit recognizing services for any executive officers and auditors of Yamaha Marine whose retirement results from the merger. Such amounts shall be based on provisions of Yamaha Marine and the amounts shall be paid after approval at a meeting of the general stockholders of Yamaha Marine.

#### **Article 8 Approval at a Meeting of The General Stockholders .**

1. Yamaha Marine shall be merged pursuant to the Companies Act, Article 784, Item 1, without the approval at a meeting of the general stockholders of Yamaha Marine.
2. Yamaha Motor shall be merged pursuant to the Companies Act, Article 796, Item 3, without the approval at a meeting of the general stockholders of Yamaha Marine.

#### **Article 9 Change in related Circumstances**

In the event that a significant change takes place in the assets or management of Yamaha Motor or Yamaha Marine during the period between execution of this Agreement and the effective date of the merger, upon mutual consultations, this Agreement may be appropriately changed, or cancelled.

**Article 10 Mutual Consultation**

Any condition necessary for the merger and not stipulated herein shall be decided upon mutual Consultation.

IN WITNESS WHEREOF, and as of the date first above written, the Parties have caused this Agreement to be signed and sealed by their duly authorized officers.

**Yamaha Hatsudoki Kabushiki Kaisha    Yamaha Marine Kabushiki Kaisha**

*Takashi KAJIKAWA*  
Representative Director

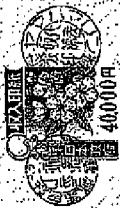
*Shouhei KATO*  
Representative Director

## CERTIFICATION

I, Yuichiro Tomonaga, certify that I am conversant in both the English and Japanese languages and certify that to the best of my knowledge and belief that the attached English translation of the attached Japanese document, is true, complete and accurate.

友永 雄一郎

Date: February 3rd, 2009



# 吸収合併契約書

ヤマハ発動機株式会社（以下「甲」という。）とヤマハマリン株式会社（以下「乙」という。）は、吸収合併に関して次のとおり契約を締結する。

## 第1条 (合併の方法)

甲および乙は、甲（静岡県豊田市新元2500番地 ヤマハ発動機株式会社）を吸収合併後存続する会社、乙（静岡県浜松市南区新橋町1400番地 ヤマハマリン株式会社）を吸収合併により消滅する会社として吸収合併をする。

## 第2条 (合併対価に関する事項)

吸収合併の対価として、甲は乙の株主に付して株式その他の金銭等の交付を行わない。

## 第3条 (甲の資本金および資本準備金)

本吸収合併により甲の資本金および資本準備金の額は増加しない。

## 第4条 (効力発生日)

吸収合併がその効力を生ずる日は、平成21年1月1日とする。ただし、合併手続の進行に応じ、必要があるときは、甲乙協議のうえこれを変更することができる。

## 第5条 (財産の引継ぎ)

1. 乙は、平成20年6月30日現在の貸借対照表その他同日現在の計算を基礎とし、これに吸収合併がその効力を生ずる日の前日までの増減を加算した一切の財産、負債および権利義務を吸収合併がその効力を生ずる日において甲に引き継ぐ。

2. 乙は前項期日後吸収合併がその効力を生ずる日までの期間の増減および負債の変動について、その内容を別に計算書を添付して甲に提示する。

## 第6条 (留置権義務)

甲および乙は、本契約締結後吸収合併がその効力を生ずる日までの間、善良なる管理者としての注意をもってそれぞれの業務を執行し、かつ一切の財産を管理するものとし、その財産および権利義務に重大な影響を及ぼす行為を行う場合には、あらかじめ甲乙協議し合意のうえこれを執行する。

## 第7条 (退職慰労金)

吸収合併に伴い退任するこの取締役および監査役に対する退職慰労金は、あらかじめ甲乙協議のうえ、その役員報酬を基礎として乙の株主総会の承認を得て支払う。

## 第8条 (株主総会の承認)

1. 乙は、会社法第784条第1項の規定に基づき、株主総会の承認を得ないで合併する。
2. 甲は、会社法第796条第3項の規定に基づき、株主総会の承認を得ないで合併する。

## 第9条 (事情変更)

本契約締結の日から吸収合併がその効力を生ずる日の前日までに、天災地変その他の事由により、甲または乙の財産または経営状態に重大な変動が生じた場合には、甲乙協議のうえ、合併条件その他の条件を変更し、または本契約を解除することができる。

## 第10条 (協議事項)

本契約に定めるものの他、吸収合併に関し必要な事項は、本契約の趣旨に従って、甲乙協議のうえ、これを決定する。

本契約の成立を証するため、本契約書を2通作成し、甲乙記名捺印のうえ、各自通保有する。

平成20年10月16日

静岡県豊田市新元2500番地

ヤマハ発動機株式会社  
代表取締役 堤 川

静岡県浜松市南区新橋町1400番地

ヤマハマリン株式会社  
代表取締役 加 藤 正