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3-12-09

**1. Name of conveying party(ies)**  
National University Corporation Tohoku University  
Additional name(s) of conveying party(ies) attached?  Yes  No

**2. Name and address of receiving party(ies)**  
Name: Advanced Interconnect Materials LLC  
Internal Address \_\_\_\_\_  
Street Address: 509-1, Sengarita, Aza  
Kamiyouden  
City: Natori-shi  
State: Miyagi  
Country: Japan Zip: 981-1222  
Additional name(s) & address(es) attached?  Yes  No

**3. Nature of conveyance/Execution Date(s):**  
Execution Date(s) October 1, 2008  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Joint Research Agreement  
 Government Interest Assignment  
 Executive Order 9424, Confirmatory License  
 Other Assignment Agreement

**4. Application or patent number(s):**  This document is being filed together with a new application  
A. Patent Application No (s)  
10/572,278  
Additional numbers attached?  Yes  No

B. Patent No (s)  
**RECEIVED**  
MAR 12 2009

**5. Name and address to whom correspondence concerning document should be mailed:**  
Name: Masuvally & Partners, Peter Martinez  
Internal Address: \_\_\_\_\_  
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**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 by credit card  
 Authorized to be charged to deposit account  
 Enclosed  
 None required (government interest not affecting title)

**8. Payment Information**  
a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_  
b. Deposit Account Number \_\_\_\_\_  
Authorized User Name 03/12/2009 MJAMA1 00000031 10572278  
01 FC:8021 40.00

**9. Signature:** \_\_\_\_\_  
Signature Peter Martinez  
Name of Person Signing

Date 3-9-2009  
Total number of pages including cover sheet, attachments, and documents 11

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

# ASSIGNMENT AGREEMENT

This Agreement is made between National University Corporation Tohoku University (hereinafter referred to as "Tohoku University"), and Advanced Interconnect Materials LLC (hereinafter referred to as "AIM") as follows so that Tohoku University partly transfers to AIM an equity interest in an Intellectual Property of Tohoku University.

## Article 1. Transferred Intellectual Property

The Intellectual Property partly transferred in this Agreement refers to the U.S. application No. 10/572,278 (Tohoku University document number P04072803-US), the U.S. division application and U.S. converted application based on the U.S. application, and the U.S. patents registered based on these U.S. applications described above (hereinafter, these are collectively referred to as "the U.S. patents, etc.").

## Article 2. Assignment

Tohoku University transfers to AIM 80% of its equity of the U.S. patents, etc., and AIM receives from Tohoku University the 80% of the equity of the U.S. patents, etc.

## Article 3. Warranties

Tohoku University hereby warrants that Tohoku University has the full power and authority to assign the equity of the U.S. patents, etc. described in the previous Article. Incidentally, this warranty does not ensure the absences of reasons for refusal or reasons for invalidation for the U.S. patents, etc.

## Article 4. Consideration for the Assignment

AIM shall pay to Tohoku University three hundred thousand Japanese Yen (¥300,000) as the consideration for the 80% of the equity of the U.S. patents, etc. described in Article 2.

2. Within thirty (30) days after AIM receives an invoice from Tohoku University, AIM shall pay to Tohoku University by transferring the assignment fee defined in the previous paragraph and the equivalents corresponding consumption tax to the bank account as requested by Tohoku University. AIM shall pay the bank transfer fee.

#### Article 5. Change of the ownership

AIM shall proceed with the change of the ownership for the U.S. patents, etc. under this Agreement under AIM's own responsibility and at AIM's own expense. Tohoku University shall cooperate with AIM for this change of the ownership except for the expense.

#### Article 6. Fee for patent applications

AIM shall bear all fees relating to the U.S. patents, etc. which are incurred after the date hereof, and which include fees for responding to Office Actions, registration fees, maintenances fees for rights, converted or divisional application fees, translation fees, attorney fees, and others for obtaining patents from the U.S. patents etc.

#### Article 7. Return profits

When AIM makes a profit defined in following (1) and (2) and until all of the U.S. patents, etc. lapse (In addition to expiration of the duration of the patent right, the lapse includes, withdrawal, abandonment, refusal settlement, and invalidity settlement for rights), AIM shall annually pay to Tohoku University the amount corresponding to 20% of the profit except for necessary expenses and the equivalent corresponding consumption tax (hereinafter referred to as "Return profits"). Here, the necessary expenses include the fees for patent applications defined in Article 6, attorney's fees, patent attorney's fees, fees for expert opinions, research fees,

insurance fees, fees for success of licenses to any third party, and others. However, the necessary expenses shall not include the bank transfer fees defined in paragraph 2 of Article 4 and paragraph 3 of Article 8, and the fee for changing the ownership defined in Article 5.

(1)The AIM profit obtained by practicing the U.S. patents, etc.

(2)The AIM profit obtained by any third party through the U.S. patents, etc.

#### Article 8. Implementation report and Payment

AIM shall annually make a report about the presence or absence of the profit defined in each (1) or (2) in paragraph 1 of Article 6, the type of the profit, the amount of the profit, the name of the third party, the necessary expenses, the amount of the Return profits, and AIM shall submit in writing to Tohoku University the report within thirty (30) days of the following fiscal year.

2. Tohoku University shall send to AIM an invoice on the payment of the Return profits within twenty (20)days after receiving the report described in the previous paragraph from AIM.

3. Within thirty (30) days after AIM receives the invoice described in the previous paragraph, AIM shall pay to Tohoku University by transferring the Return profits described in the invoice to the bank account as requested by Tohoku University. AIM shall pay the bank transfer fee.

#### Article 9. No Refund of Consideration and Return profits

Tohoku University shall not refund to AIM the consideration defined in Article 4 and the Return profits defined in Articles 7 and 8 for any reason except for overpayments.

#### Article 10. Records storage and Financial audit

AIM shall keep full and proper books and records of all profits defined in each (1) or (2) of Article 7 till three (3) years pass after AIM submits to Tohoku University the last report defined in Article 8.

2. An agent which is requested by Tohoku University and is agreed by AIM shall have the right to view the records and the books defined in the previous paragraph if necessary to verify the description in the report defined in Article 8 at most semi-yearly during AIM working hours.

#### Article 11. Infringement or rights, etc.

If AIM infringes the rights of a third party by practicing the U.S. patents, etc., Tohoku University shall not assume any responsibility for the infringement.

2. If AIM has any dispute with a third party by practicing the U.S. patents, etc., Tohoku University shall not assume any responsibility for the dispute.

#### Article 12. maintenance of secrecy

Except for the fact that this Agreement is made and entered into, all information or facts of this Agreement shall be held in confidence by the parties. Neither party shall have the right to disclosure to any third party or use the information of the facts for other purposes without the other party's written consent.

#### Article 13. Non Assignment of rights and obligations

Neither parties shall have the right to assign or inherit any of its rights or obligations provided hereunder to any third party, unless the party obtains the other party's written consent.

#### Article 14. Compensation for damage

Either party shall claim damages against the other party when the other one breaches this Agreement and causes damage to the opposing claimant.

#### Article 15. Duration and termination

This Agreement shall remain in force and effect until all of the rights of the U.S. patents, etc. lapse. (In addition to expiration of the duration of the patent right, the lapse includes, withdrawal, abandonment, refusal settlement, and invalidity settlement for rights).

2. Notwithstanding the previous paragraph, the policy of the previous paragraph of Article 15 shall be revised if the two parties reach an agreement.

3. Notwithstanding the first paragraph of Article 15, the policies on Article 9 (No Refund of Consideration, and Return profits), Article 10 (Records storage and Financial audit), Article 11 (Infringement or rights, etc.), and Article 14 (Compensation for damage) shall still remain in force and effect, and Article 12 (maintenance of secrecy) shall remain in force and effect for a period of three (3) years after this Agreement terminates.

#### Article 16. Jurisdiction

The parties hereby agree that any disputes arising out of this Agreement shall be brought before the Tokyo District Court of Japan.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate by placing their signatures and seals thereon, and each party shall keep one copy of the originals.

October 1, 2008

Assignor : National University Corporation Tohoku University

Name: MAKOTO WATANABE

Title: Administration officer

Address: 1-1, Katahira 2-chome

Aoba-ku, Sendai-shi, Miyagi, Japan

Assignee : Advanced Interconnect Materials LLC

Name: AKIHIRO SIBATOMI

Title: Representative director

Address: 509-1, Sengarita, Aza, Kamiyouden,

Natori-shi, Miyagi, Japan

## 譲渡契約書

国立大学法人東北大学（以下「東北大学」という）が保有する知的財産の持ち分を合同会社先端配線材料研究所（以下「a i m」という）へ一部譲渡するにあたり、以下の通り契約する。

（譲渡する知的財産の対象）

第 1 条 本契約において譲渡する知的財産は、下記の米国出願、及びこの米国出願に基づく米国分割出願、もしくは米国変更出願、またはこれらの米国出願により登録された米国特許権（以下、あわせて「本米国特許権等」）という。

米国出願 10 / 572, 278（甲の整理番号：P04072803-US）

（譲渡）

第 2 条 東北大学は、本米国特許権等の持ち分の80%をa i mに譲渡し、a i mは本米国特許権等の持ち分の80%を東北大学から譲受する。

（保証）

第 3 条 東北大学は、前項の持ち分譲渡につき正当な権限を保有していることを保証する。なおこの保証は、本米国特許権等の拒絶理由の不存在、または、無効理由の不存在にまで及ぶものではない。

（譲渡対価）

第 4 条 a i mは、第 2 条の持ち分80%の譲渡／譲受の対価として、東北大学に金30万円の譲渡料を東北大学に支払う。

2 a i mは、前項に規定する譲渡料及びそれに係る消費税相当額を、東北大学がa i mに送付する請求書受領後の30日以内に東北大学が指定する銀行口座に振り込む方法によって東北大学に支払う。振り込み手数料はa i mの負担とする。

（名義変更）

第 5 条 本契約に基づき行われる本米国特許権等についての名義変更手続きは、a i mが自己の責任と負担において行う。東北大学は、費用負担を除き、この名義変更手続きに協力する。



(特許出願等費用)

第 6 条 a i m は、本契約日以降に発生する本米国特許権等に係る、特許されるための中間処理費用、登録費用、権利の維持費用、変更・分割出願費用、翻訳料、代理人委任料、その他の費用の一切を負担する。

(収益還元料)

第 7 条 a i m は、本契約日から、本米国特許権等の全てが消滅（権利満了の他、取り下げ、放棄、拒絶確定、権利の無効確定を含む）するまでの間、以下の各号に定める収益を得たときは、必要経費を除外した収益の 20% に相当する額に消費税相当額を加えた額（以下「収益還元料」という）を、年度毎に東北大学に対して支払う。ここで必要経費とは、第 6 条に規定する特許出願等費用を含む他、弁護士・弁理士報酬、鑑定料、調査費用、保険料、第三者への実施許諾等の成功に要した費用、その他を含む。但し、第 4 条第 2 項や第 8 条第 3 項に規定する振り込み手数料、及び、第 5 条に規定する名義変更手数料は、必要経費に含めない。

- (1) a i m が、本特許権等を実施して得た収益
- (2) a i m が、本特許権等について第三者から得た実施料等の収益

(実施報告及び支払い)

第 8 条 a i m は、本契約日以降、第 6 条第 1 項各号に定める収益の有無、収益の種類、収益の額、第三者の名称、必要経費、収益還元料の額等を、年度毎に報告書に記載し、翌年度の 30 日以内に、東北大学に書面にて提出する。

2 東北大学は、収益還元料の支払いに関する請求書を、前項の報告書受領後の 20 日以内に a i m に送付する。

3 a i m は、前項の請求書の受領後の 30 日以内に、当該請求書の求める収益還元料を、東北大学が指定する銀行口座に振り込む方法によって支払う。振り込み手数料は a i m の負担とする。

(対価、収益還元料の不返還)

第 9 条 東北大学は、過誤納の場合を除くいかなる理由であっても、a i m から受けた、第 4 条の譲渡対価、または、第 7 条及び第 8 条の収益還元料を、a i m に返還しない。

(記録の保管及び会計監査)

第 10 条 a i m は、第 7 条各号に定める収益について、正確な会計の記録及び帳簿を、第 8 条の報告書の最後の提出の後 3 年が経過するまで保管する。

2 東北大学が指定し、a i m が合意した代理人は、必要に応じて a i m の就業時間中、前項の記録及び帳簿を、第 8 条の報告書の記載事項を確認するために年 2 回を限度に閲覧

することができる。

(権利の侵害等)

第 11 条 東北大学は、a i m が本米国特許権等の実施により第三者の権利を侵害するに至った場合であっても、その侵害について一切の責めを負わない。

2 東北大学は、a i m が本米国特許権等の実施により第三者との紛争が生じた場合であっても、その紛争について一切の責めを負わない。

(秘密保持)

第 12 条 東北大学及び a i m は、本契約を締結した事実を除き、本契約に関する事項の全てを秘密扱いとし、相手方の書面による承諾を得ずに第三者に開示し、または他の目的に使用してはならない。

(権利義務の譲渡の禁止)

第 13 条 東北大学及び a i m は、本契約によって生じる権利又は義務を、第三者に譲渡し又は承継してはならない。但し、相手方の書面による承諾を得たときはこの限りでない。

(損害賠償)

第 14 条 東北大学及び a i m は、相手方が本契約に違反し損害を被った場合は、相手方に対し合理的な範囲の損害賠償を請求することができる。

(存続期間及び契約の終了)

第 15 条 本契約は、本契約締結日から、本米国特許権等の全てが消滅（権利満了の他、取り下げ、放棄、拒絶確定、権利の無効確定を含む）するまでの間、有効に存続する。

2 前項にかかわらず、当事者双方が合意したときは、本条前項の規定を改訂できる。

3 第 1 項にかかわらず、第 9 条（対価、収益還元料の不返還）、第 10 条（記録の保管及び会計監査）、第 11 条（権利の侵害等）、第 14 条（損害賠償）の規定はなおその効力を有する。

4 第 12 条（秘密保持）の規定は、本契約終了後 3 年間その効力を有する。

(裁判管轄)

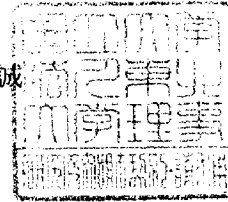
第 16 条 本契約から発生する一切の紛争については、東京地方裁判所を第一審の専属的合意管轄裁判所とする。

本契約締結の証として、本書 2 通を作成し、当事者双方が記名捺印の上、各 1 通を保管

する。

2008年10月1日

譲渡人 宮城県仙台市青葉区片平二丁目1番1号  
国立大学法人東北大学  
理事 渡邊 誠



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