



## STATEMENT OF FACTS

1. The most recent addresses of the inventors of the present application known by

Sharp Kabushiki Kaisha (Sharp) are as follows:

Kazuya Ueda: 272 Teragawauchi, Muraoka-ku, Kami-machi, Mikatagun, Hyogo 667-1322;

Tsuyoshi Kamada: 1352-2-501 Suenaga Takatsu-ku, Kawasaki-shi, Kanagawa 213-0013; and

Hideaki Tsuda: Koarodo Ebina 3-402, 174 Nakashinden, Ebina-shi, Kanagawa 243-0422.

2. Efforts to obtain signatures for the Declaration and Power of Attorney for the

present patent application, as well as an Assignment from the inventors of the present patent application, are described as follows.

3. The present patent application is for an invention made while the inventors were

employed at Fujitsu Display Technologies Corporation (FDTC).

4. In the employment agreement with FDTC's regular employees, it was stipulated

that for inventions made by employees in the course of their duties, the rights to obtain patents in Japan and foreign countries should be assigned to FDTC as employee inventions.

5. Also, at FDTC, for employee inventions, in the application request form filled in

by the inventors, it was reconfirmed by the inventors that there was an assignment of rights from the inventors to FDTC to obtain patents in Japan and foreign countries. In the present case, it was confirmed that there was an assignment to FDTC in the application request form from the inventors dated December 10, 2004. The application for the present invention was filed in Japan in the name of FDTC on January 19, 2005.

6. Meanwhile, Sharp came to receive the transfer of the liquid crystal business from

FDTC in April 2005, and an agreement transferring the entire liquid crystal business including

the patents held by FDTC to Sharp (including those in the process of being applied for and not yet applied for where the rights to obtain patents had been assigned by the inventors) has been entered into by and between FDTC, Fujitsu, Fujitsu Laboratories and Sharp.

7. In relation to patent application processing, there are some cases for which FDTC completed the filing in Japan, but not in foreign countries.

8. In regard to the foreign applications which had yet to undergo such processing, it was decided that after the execution of the agreement, the application procedure would be conducted in the name of Sharp on the Sharp side based on the transfer to Sharp of rights to obtain patents which had not yet been applied for.

9. In the business transfer, the employees, including the present inventors, were transferred to Sharp from FDTC. However, based on the employees' desires, there were several inventors who resigned from FDTC without being transferred to Sharp, and other inventors who were transferred to Sharp but thereafter resigned from Sharp.

10. From around October of 2005, the documents required in the US applications began to be sent one by one to the resigned inventors. However, there were retirees who did not respond or withheld signatures.

11. The inventors in the present case are Kazuya Ueda, Tsuyoshi Kamada, Hideaki Tsuda and six other inventors. Kazuya Ueda resigned from FDTC on December 20, 2004, before FDTC assigned its liquid crystal business to Sharp. Tsuyoshi Kamada resigned from FDTC on March 31, 2005 without being transferred to join Sharp. After being transferred to Sharp, Hideaki Tsuda resigned from Sharp on September 15, 2005.

12. Kazuya Ueda: Because Kazuya Ueda had no involvement with Sharp, and at Sharp's request, Fujitsu, the parent company of FDTC (where Kazuya Ueda had worked) sent him a letter on February 20, 2006 by certified mail to his latest address within the knowledge of Fujitsu (i.e. FDTC), explaining that the right to obtain patents in the present case is with Sharp and that Kazuya Ueda's cooperation in signing the necessary documents for the patent application to be made by Sharp was kindly requested. Delivery of the letter to Kazuya Ueda

was confirmed by receipt of the notice of delivery delivered on February 22, 2006.

13. The letter requested Kazuya Ueda to sign the enclosed documents and return them no later than March 3, 2006. There was no response from Kazuya Ueda.

14. On April 27, 2006, Sharp sent to Kazuya Ueda by certified mail another letter asking him to sign the enclosed Declaration and Power of Attorney for Patent Application, and Assignment in the form specified in this matter with the English specification (including claims and drawings) attached. Sharp received the delivery certificate on April 29, 2006, confirming the delivery of the documents to Kazuya Ueda.

15. There was no response from Kazuya Ueda to the April 27, 2006 letter. As a result, Makoto Ohashi, who is the manager of Sharp's Liquid Crystal Patent Promotion Center, attempted to make telephone contact using the most recent telephone number known to Fujitsu and Sharp. Makoto Ohashi telephoned Kazuya Ueda at around 18:25 o'clock on May 22, 2006. Although Kazuya Ueda was unavailable, the person who answered the phone confirmed that the documents of the April 27, 2006 Sharp letter had been delivered to Kazuya Ueda. Makoto Ohashi said he would like to get in touch with Kazuya Ueda and requested in that telephone conference that Kazuya Ueda call Makoto Ohashi at Sharp. However, there was no return call from Kazuya Ueda.

16. At around 15:10 o'clock on June 8, 2006, Makoto Ohashi telephoned Kazuya Ueda again and asked the person who answered the telephone to tell Kazuya Ueda to sign and return the documents for the present case. However, to the present date, Sharp has not yet received any signed documents for the present case from Kazuya Ueda.

17. Tsuyoshi Kamada: On October 20, 2005, Sharp sent Tsuyoshi Kamada a letter with documents pertaining to various patent applications acquired by Sharp from FDTC, including the present case. The documents included the Declaration and Power of Attorney for Patent Application, and the Assignment in the form specified in this matter with the English specification (including claims and drawings) attached. The Sharp October 20,

2005 letter to Tsuyoshi Kamada requested that Tsuyoshi Kamada sign the enclosed papers for the present case.

18. On October 28, 2005 Sharp received a reply from Tsuyoshi Kamada, wherein Tsuyoshi Kamada stated that he had left FDTC, that he had never had any dealings with Sharp, and that he saw no adequate reason or legal ground to sign the documents for the present case, and therefore did not want to sign those documents.

19. On January 6, 2006, Fujitsu sent a letter to Tsuyoshi Kamada, explaining that Sharp now owns the right to obtain a patent for the invention concerning the present case, and asking inventor Tsuyoshi Kamada to cooperate with Sharp in filing the patent application by signing the filing documents.

20. In addition, Fujitsu e-mailed Tsuyoshi Kamada and requested an appointment with him. By return e-mail, Tsuyoshi Kamada agreed to meet with Fujitsu on January 13, 2006. Subsequently, however, Tsuyoshi Kamada postponed the January 13, 2006 meeting on the basis that it would be inconvenient for him.

21. Fujitsu sent Tsuyoshi Kamada an e-mail on January 13, 2006, asking when it would be convenient for him to meet with Fujitsu. As of April 14, 2006, Fujitsu had not received any response to its January 13, 2006 e-mail to Tsuyoshi Kamada.

22. Fujitsu sent Tsuyoshi Kamada another e-mail on April 14, 2006 asking when it would be convenient for him to meet with Fujitsu, but no reply had been received from him.

23. On April 27, 2006, Sharp sent to Tsuyoshi Kamada by certified mail a further letter enclosing the specification, including claims and drawings, a Declaration and Power of Attorney for Patent Application, and an Assignment for the present case and asking Tsuyoshi Kamada to sign the enclosed Declaration and Power of Attorney for Patent Application and the Assignment.

24. The April 27, 2006 letter from Sharp was returned to Sharp without delivery to Tsuyoshi Kamada. It was subsequently sent again to Tsuyoshi Kamada, but was returned to Sharp with a notice of non-delivery on May 10, 2006.

25. Again on June 29, 2006, Sharp sent to Tsuyoshi Kamada by certified mail a letter enclosing the specification, including claims and drawings, a Declaration and Power of Attorney for Patent Application, and an Assignment for the present case and asking him to sign the enclosed Declaration and Power of Attorney for Patent Application and the Assignment.

26. Sharp received a delivery certificate on July 2, 2006 for the June 29, 2006 letter, confirming receipt by Tsuyoshi Kamada.

27. On July 3, 2006, Sharp received from Tsuyoshi Kamada the June 29, 2006 Sharp letter. However, with the returned letter there was no signature on the documents but rather a note from Tsuyoshi Kamada. In that note, Tsuyoshi Kamada acknowledged Fujitsu's effort to meet with him, but stated that, because the meeting did not take place, he had not signed the documents.

28. On July 9, 2006, Fujitsu received an e-mail from Tsuyoshi Kamada. In that e-mail, Tsuyoshi Kamada indicated that he had no intention of signing any documents for the present case. In particular, Tsuyoshi Kamada's July 9, 2006 e-mail said that, although an opinion described in the January 6, 2006 letter from Fujitsu to Tsuyoshi Kamada might have meaning between Fujitsu and Sharp, it did not have any meaning for him to sign the documents. Tsuyoshi Kamada's July 9, 2006 e-mail also said that repeating the same argument would be a waste of time and that he would like to get away from this case.

29. To date, no signed documents for the present case have been received from Tsuyoshi Kamada.

30. Hideaki Tsuda: On February 16, 2006, Sharp sent a letter to Hideaki Tsuda by certified mail to his last known address. The February 16, 2006 letter explained to Hideaki Tsuda that the right to obtain patents in the present case is with Sharp and that Hideaki Tsuda's cooperation in signing the necessary documents for the patent application to be made by Sharp was kindly requested. Enclosed with the letter were a Declaration and

Power of Attorney for Patent Application and an Assignment in the form specified in this matter with the English specification (including claims and drawings) attached.

31. The February 16, 2006 letter from Sharp to Hideaki Tsuda was returned to Sharp without delivery to Hideaki Tsuda due to his absence. The February 16, 2006 letter was sent again to Hideaki Tsuda, but was returned to Sharp with a notice of non-delivery in early March 2006.

32. Again on April 27, 2006, Sharp sent to Hideaki Tsuda by certified mail a letter asking him to sign the Declaration and Power of Attorney for Patent Application and the Assignment for the present case.

33. The April 27, 2006 letter from Sharp to Hideaki Tsuda was returned to Sharp without delivery to Hideaki Tsuda due to his absence. The April 27, 2006 letter was sent again to Hideaki Tsuda, but was returned to Sharp with a notice of non-delivery on May 12, 2006.

34. Sharp has no knowledge of Hideaki Tsuda's telephone number and knows of no other way to contact Hideaki Tsuda.

35. Sharp is the owner of this application for the following reasons:

36. The present case is a case in connection with a patent application for the invention made by the inventors while employed at FDTC.

37. In the employment agreement of FDTC with its regular employees, it was stipulated that for inventions made by employees in the course of their duties, the rights to obtain patents in Japan and foreign countries should be assigned to FDTC as employee inventions.

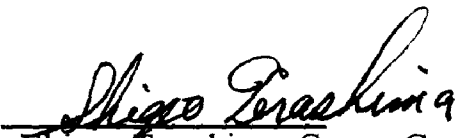
38. Also, at FDTC, in the application request form filled in by the inventors, it was reconfirmed by the inventors that there was an assignment from the inventors to FDTC of rights to obtain patents in Japan and foreign countries for the invention in the present case. The application for the present invention was filed in Japan in the name of FDTC on January 19, 2005.

39. An agreement was entered into by and between FDTC, Fujitsu, Fujitsu Laboratories and Sharp on April 11, 2005, whereby Sharp took over from FDTC the entire liquid crystal business of FDTC, including the patents held by FDTC (including those in the process of being applied for and not yet applied for where the rights to obtain patents had been assigned by the inventors).

40. In relation to the application processing, there are some cases for which FDTC has completed the filing in Japan, but not in foreign countries. However, in regard to the uncompleted processing of foreign applications, it was decided that after the execution of the agreement, the application procedure would be conducted in the name of Sharp on the Sharp side.

41. Therefore, Sharp duly has a right to file the present patent application in the US for the present case which is for matters subject to the transfer.

Date: 11.9.2006

  
Shigeo Terashima, Group General Manager  
Intellectual Property Group of  
Sharp Kabushiki Kaisha