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Our Ref.: 4825-8

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

<p>1. Name of conveying party(ies): 1 Fujitsu Display Technologies Corporation 2. Norio SUGIURA 3. Kengo KANII</p> <p>Additional name/s of conveying party/ies attached? <input type="checkbox"/></p> <p>3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Assignment <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other <u>Statement of Facts</u></p> <p>Execution Date: <u>September 26, 2006</u></p>		<p>2. Name and address of receiving party(ies):</p> <p>1) Name: SHARP KABUSHIKI KAISHA Street Address: 22-22, Nagaike-cho, Abeno-ku City: Osaka-shi, Osaka State/Country: Japan Zip: 545-8522</p> <p>2) Name Street Address: City: State: Zip:</p> <p>Additional name/s & address/es attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	
<p>4. Application number(s) or patent number(s): <input type="checkbox"/> This assignment is being filed together with a new application. A. Patent Application No(s). (1) 11/345,659 (2) (3)</p> <p>B. Patent No(s). (1) (2) (3)</p> <p>Additional numbers attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>			
<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>H. Warren Burnam, Jr.</u></p> <p>Internal Address: _____</p> <p>Street Address: <u>Nixon & Vanderhye P.C.</u> <u>901 North Glebe Road</u> <u>11th Floor</u></p> <p>City: <u>Arlington</u> State: <u>VA</u> Zip: <u>22203</u></p>		<p>6. Total number of applications & patents involved: <u>1</u></p> <p>7. Total fee (37 CFR 3.41) \$ <u>40.00</u> <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account #14-1140</p> <p>8. The Commissioner is hereby authorized to charge any <u>deficiency</u> in the fee(s) filed, or asserted to be filed, or which should have been filed herewith (or with any paper thereafter filed in this application by this firm) to our Account No. 14-1140.</p>	

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9. Statements 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.

<u>H. Warren Burnam, Jr.</u> Name of Person Signing Reg. No. 29,366	<u></u> Signature	<u>March 30, 2009</u> Date
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Total number of pages including **original** cover sheet, attachments, and document: [6]

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, VA 22313-1450

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PATENT
REEL: 022491 FRAME: 0251

STATEMENT OF FACTS

1. The most recent addresses of the non-signing inventors of the present application known by Sharp Kabushiki Kaisha (Sharp) are as follows:

Norio Sugiura: 2-15-16 Tomizawa, Taihaku-ku, Sendai-shi, Miyagi
982-0032, Japan;

Kengo Kanii: 10 Shimodera-machi, Himeji-shi, Hyogo 670-0932,
Japan.

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 September 1, 2004. The application for the present invention was filed in Japan in the name of FDTC on February 4, 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. FDTC was merged into Fujitsu on July 1, 2005.

11. 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.

12. The inventors in the present case are Norio Sugiura, Kengo Kanii and two other inventors. After being transferred to Sharp, Norio Sugiura resigned from Sharp on July 15, 2005. Kengo Kanii resigned from FDTC on February 25, 2005, before FDTC assigned its liquid crystal business to Sharp.

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

14. Delivery of the February 16, 2006 letter to Norio Sugiura on February 19, 2006 was confirmed by receipt of a notice of delivery.

15. The February 16, 2006 letter asked Norio Sugiura to respond to the letter by March 3, 2006. Norio Sugiura did not return the executed documents to Sharp. As a result, Makoto Ohashi, who is the manager of Sharp's Liquid Crystal Patent Promotion Center, attempted to make telephone contact with Norio Sugiura using the most recent telephone number known to Sharp at around 19:15 o'clock on March 16, 2006. Makoto Ohashi spoke

with a member of Norio Sugiura's family, who said that Norio Sugiura was not at home and that the documents of the February 16, 2006 letter had been forwarded to him. Makoto Ohashi gave the phone number of Sharp to the family member and asked the family member to tell Norio Sugiura to call Sharp. However, there was no answer from Norio Sugiura at all.

16. On April 27, 2006, Sharp sent Norio Sugiura a letter to his home by certified mail enclosing a 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) and asking him to sign the Declaration and Power of Attorney and Assignment. A delivery notice certified that the April 27, 2006 letter was delivered to Norio Sugiura on April 29, 2006.

17. On April 21, 2006, Norio Sugiura returned to Sharp signed documents for another application. However, Norio Sugiura did not return the signed documents for the present case. Therefore, Makoto Ohashi called Norio Sugiura's home on May 22, 2006 at around 18:30 o'clock. Makoto Ohashi spoke with a member of Norio Sugiura's family, who said that the documents to be signed had been forwarded to Norio Sugiura. Makoto Ohashi asked the family member to tell Norio Sugiura to sign and return the documents in the same way as the documents for the other application that Norio Sugiura had returned to Sharp on April 21, 2006.

18. However, no signed documents from Norio Sugiura were returned to Sharp. As a result, Makoto Ohashi telephoned Norio Sugiura's home again on August 25, 2006 at around 20:25 o'clock. A member of Norio Sugiura's family answered the phone and agreed to tell Norio Sugiura to sign and return the documents for the present patent application.

19. To date, Sharp has not received any signed documents signed from Norio Sugiura.

20. Kengo Kanii: Because Kengo Kanii had no involvement with Sharp, Fujitsu, the parent company of FDTC (where Kengo Kanii had worked) sent him a letter on February 20, 2006 by certified mail to his latest address within the knowledge of Fujitsu, explaining that the right to obtain patents in the present case is with Sharp and that Kengo Kanii's

cooperation in signing the necessary documents for the patent application to be made by Sharp was kindly requested. Delivery of the letter to Kengo Kanii on March 2, 2006 was confirmed by receipt of a notice of delivery.

21. The letter requested Kengo Kanii to sign the enclosed documents and return them no later than February 26, 2006. However, there was no response from Kengo Kanii.

22. On April 27, 2006, Sharp sent to Kengo Kanii 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. A delivery certificate confirmed that the documents were delivered to Kengo Kanii on April 30, 2006.

23. Makoto Ohashi, who is the manager of Sharp's Liquid Crystal Patent Promotion Center, attempted to make telephone contact with Kengo Kanii using the most recent telephone number known to Fujitsu and Sharp. Makoto Ohashi telephoned Kengo Kanii at around 20:20 o'clock on May 23, 2006. Makoto Ohashi spoke with a member of Kengo Kanii's family, who told Makoto Ohashi that Kengo Kanii was not there but that the documents for the present application had been forwarded to Kengo Kanii. Makoto Ohashi asked the family member to tell Kengo Kanii to call Sharp.

24. There was no reply from Kengo Kanii to Sharp. As a result, Makoto Ohashi telephoned Kengo Kanii's home at around 15:00 o'clock on June 8, 2006. Makoto Ohashi spoke with one of Kengo Kanii's family members and asked the family member to tell Kengo Kanii to sign and return the application documents.

25. To date, Sharp has not received any signed documents for the present patent application from Kengo Kanii.

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

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

28. 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.

29. 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 February 4, 2005.

30. 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).

31. 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.

32. 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: 9.26.2006



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