# PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

## **CONVEYING PARTY DATA**

Name	Execution Date
Kaiji ITABASHI	12/25/2008
Takashi SAITO	01/06/2009

## **RECEIVING PARTY DATA**

Name:	TOYOTA JIDOSHA KABUSHIKI KAISHA	
Street Address:	1, Toyota-cho	
City:	Toyota-shi, Aichi-ken	
State/Country:	JAPAN	
Postal Code:	471-8571	

#### PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	12445133

## **CORRESPONDENCE DATA**

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NAME OF SUBMITTER: Matthew G. Kuspa

Total Attachments: 3

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# **ASSIGNMENT**

WHEREAS, WE,

Kaiji ITABASHI and

Takashi SAITO

have invented new and useful improvements in <a href="PCT/JP2007/070681">PCT/JP2007/070681</a>, <a href="VEHICLE VIBRATION DAMPING CONTROL DEVICE">VIBRATION DAMPING CONTROL DEVICE</a>, for which we are about to make application for Letters Patent of the United States, said application having been executed on even date hereof; and

# WHEREAS, TOYOTA JIDOSHA KABUSHIKI KAISHA,

a company organized under the laws of Japan, with a place of business at 1, Toyota-cho, Toyota-shi, Aichi-ken, 471-8571 Japan (hereinafter referred to as "the Assignee"), is desirous of acquiring the entire right, title and interest in and to the application and invention therein described and claimed and any Letters Patent that may be issued upon the application or for the improvements therein contained.

NOW, THEREFORE, in consideration of the equivalent of One U.S. Dollar (U.S. \$1.00) and other valuable consideration furnished by the Assignee to us, receipt and sufficiency of which we hereby acknowledge, we hereby, without reservations:

- 1. Assign, transfer, and convey to the Assignee the entire right, title, and interest in and to said inventions and discoveries, said application for Letters Patent of the United States of America, any and all other applications for Letters Patent on said inventions and discoveries in whatsoever countries, including all divisional, renewal, substitute, continuation, and Convention applications based in whole or in part upon said inventions or discoveries, or upon said applications, and any and all Letters Patent, reissues, and extensions of letters Patent granted for said inventions and discoveries or upon said applications, and every priority right that is or may be predicated upon or arise from said inventions, said discoveries, said applications, and said Letters Patent.
- 2. Authorize the Assignee to file patent applications in any or all countries for any or all of said inventions and discoveries in our names or in the name of the Assignee or otherwise as Assignee may deem advisable, under the International Convention or otherwise.

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- 3. Authorize and request the Commissioner of Patents and Trademarks of the United States of America to issue or transfer all said Letters Patent to the Assignee, as the assignee of the entire right, title, and interest therein or otherwise as the Assignee may direct.
- 4. Warrant that we have not knowingly conveyed to others any right in said inventions, discoveries, applications, or patents or any license to use the same or to make, use, or sell anything embodying or utilizing any of said inventions or discoveries; and that we have good right to assign the same to the Assignee without encumbrance.
- 5. Bind our heirs, legal representatives, and assigns, as well as ourselves, to do, upon the Assignee's request and at the Assignee's expense, but without additional consideration to us or them, all acts reasonably serving to assure that the said inventions and discoveries, the said patent applications, and the said Letters Patent shall be held and enjoyed by the Assignee as fully and entirely as the same could have been held and enjoyed by us, our heirs, legal representatives, and assigns if this assignment had not been made; and particularly to execute and deliver to the Assignee all lawful application documents including petitions, specifications, and oaths, and all assignments, disclaimers, and lawful affidavits in form and substance as may be requested by the Assignee; to communicate to the Assignee all facts known to us relating to said inventions and discoveries or the history thereof; and to furnish the Assignee with any and all documents, photographs, models, samples, and other physical exhibits in our control or in the control of our heirs, legal representatives, or assigns which may be useful for establishing the facts of our conceptions, disclosures, and reduction to practice of said inventions and discoveries.

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IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 25thday of December , 200 8. Xayı Habaslıi Name: Kaiji ITABASHI WITNESSED BY: Ken Koilruhi
Name Address IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 6th day of January, 2009. WITNESSED BY:

07-1325-US-00/AT-F-1363P

Address

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