

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
MILLENNIUM GATE TECHNOLOGY CO., LTD.	06/25/2009
RECEIVING PARTY DATA	
Name:	TOYO ALUMINIUM KABUSHIKI KAISHA
Street Address:	6-8, Kyutaro-machi, 3-chome, Chuo-ku,
City:	Osaka-shi, Osaka
State/Country:	JAPAN
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PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12279306
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ATTORNEY DOCKET NUMBER:	0033-1233PUS1
NAME OF SUBMITTER:	James T. Eller, Jr.
Total Attachments: 3 source=20090723Assignment#page1.tif source=20090723Assignment#page2.tif source=20090723Assignment#page3.tif	

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ASSIGNMENT

WHEREAS, MILLENNIUM GATE TECHNOLOGY CO., LTD., a corporation organized and existing under and by virtue of the laws of Japan, having an office at 3-5-24, Kamikita, Hirano-ku, Osaka-shi, Osaka 547-0001 Japan, is the owner by previous assignment, dated July 17, 2008, recorded at Reel 021404, Frame 0154, of a right, title and interest, in and to an invention for new and useful improvements in or relating to COLORED METALLIC PIGMENT, PROCESS FOR PRODUCING THE SAME, AND COATING COMPOSITION AND COSMETIC PREPARATION CONTAINING SAID COLORED METALLIC PIGMENT for which an application for Letters Patent in the United States was executed on July 17, 2008 and assigned Application Number 12/279,306, and is the owner of a right, title and interest in and to said application by said previous assignment;

WHEREAS, TOYO ALUMINIUM KABUSHIKI KAISHA, a corporation organized and existing under and by virtue of the laws of Japan, having an office at 6-8, Kyutaro-machi 3-chome, Chuo-ku, Osaka-shi, Osaka 541-0056 Japan, is desirous of acquiring the entire right, title and interest of MILLENNIUM GATE TECHNOLOGY CO., LTD. in and to the said application and the invention therein described and claimed and any Letters Patent that may be issued upon said application or for the improvements therein contained;

NOW THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) lawful money of the United States and other valuable considerations, to me in hand paid, the receipt of and sufficiency whereof are hereby acknowledged, the said MILLENNIUM GATE TECHNOLOGY CO., LTD. has sold, assigned and transferred and does hereby sell, assign and transfer unto the said TOYO ALUMINIUM KABUSHIKI KAISHA, its successors and assigns, its entire right, title and interest in and to the said application and the invention therein contained, including all rights of action and damages for past infringement, and including the right to apply for any Letters Patent in the United States of America and in all foreign countries on said invention and including the right to claim the priority of the date of filing in the United States and any Letters Patent that may issue thereon, or therefor, in the United States and foreign

countries and all reissues, extensions, renewals, divisions and continuations thereof, to the full end of the term or terms for which said Letters Patent may be issued, to be held and enjoyed by the said TOYO ALUMINIUM KABUSHIKI KAISHA, its successors and assigns, the same as it would have been held and enjoyed by MILLENNIUM GATE TECHNOLOGY CO., LTD. if this assignment and sale had not been made.

AND, MILLENNIUM GATE TECHNOLOGY CO., LTD. hereby authorizes and requests the Commissioner of Patents and Trademarks to issue all such Letters Patents to the said TOYO ALUMINIUM KABUSHIKI KAISHA in accordance with this instrument of assignment.

MILLENNIUM GATE TECHNOLOGY CO., LTD. hereby represents and warrants that there are no rights or interests outstanding inconsistent with the rights and interests granted herein and that MILLENNIUM GATE TECHNOLOGY CO., LTD. will not execute any instrument or grant or transfer any rights or interests inconsistent therewith, and MILLENNIUM GATE TECHNOLOGY CO., LTD. binds itself and its heirs, executors, administrators, employees and legal representatives, as the case may be, to execute and deliver to the said TOYO ALUMINIUM KABUSHIKI KAISHA, its successors and assigns any further documents or instruments and do any and all further acts that may be deemed necessary by the said TOYO ALUMINIUM KABUSHIKI KAISHA, its successors and assigns, to file applications for the said improvements and invention in any country where it may elect to file such applications, and that may be necessary to vest in the said TOYO ALUMINIUM KABUSHIKI KAISHA, its successors and assigns, the title herein conveyed, or intended so to be, and to enable such title to be recorded in the United States and foreign countries where such application or applications may be filed.

AND, MILLENNIUM GATE TECHNOLOGY CO., LTD. further covenants and agrees, in consideration of the premises, that it, its executors and administrators will, at any time upon request, communicate to the said TOYO ALUMINIUM KABUSHIKI KAISHA, its successors and assigns, any facts relating to the said invention and improvements and the history thereof, known to it or its successors and assigns, and that it will testify as to the same in any interference

or other proceeding when requested to do so by the said TOYO ALUMINIUM KABUSHIKI KAISHA, its successors and assigns.

The undersigned hereby grants the law firm of Birch, Stewart, Kolasch & Birch, LLP the power to insert on this Assignment any further identification that may be necessary or desirable in order to comply with the rules of the U.S. Patent and Trademark Office for recordation of this document.

IN TESTIMONY WHEREOF, MILLENNIUM GATE TECHNOLOGY CO., LTD. has hereunto set its seal this 25th day of June, 2009.

MILLENNIUM GATE TECHNOLOGY CO., LTD.

By: T. Ookuma

Takashi OOKUMA

Title: Representative Director