

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	01/01/2009
CONVEYING PARTY DATA	
Name	Execution Date
YAMAHA MARINE KABUSHIKI KAISHA	10/16/2008
RECEIVING PARTY DATA	
Name:	Yamaha Hatsudoki Kabushiki Kaisha
Street Address:	2500 Shingai
City:	Iwata-shi, Shizuoka-ken
State/Country:	JAPAN
Postal Code:	438-8501
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	11828851
CORRESPONDENCE DATA	
Fax Number:	(571)313-7421
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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Correspondent Name:	Keating & Bennett LLP
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Address Line 2:	Suite 200
Address Line 4:	Reston, VIRGINIA 20191
ATTORNEY DOCKET NUMBER:	90606.587/YM
NAME OF SUBMITTER:	Kelly Gastoukian
Total Attachments: 5 source=Merger Agreement between YHKK and YMKK#page1.tif source=Merger Agreement between YHKK and YMKK#page2.tif	

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MERGER AGREEMENT

This Agreement is made and entered as of October 16, 2008, by and between Yamaha Motor Co., Ltd., a corporation with its principal place of business at Shingai 2500, Iwata-shi, Shizuoka-ken (hereinafter referred to as "Yamaha Motor") and Yamaha Marine Co., Ltd., a corporation with its principal place of business at Nippashi-cho 1400, Minami-ku, Hamamatsu-shi, Shizuoka-ken (hereinafter referred to as "Yamaha Marine"), regarding the merger by absorption of Yamaha Marine by Yamaha Motor. Yamaha Motor and Yamaha Marine shall each be a "Party" and collectively the "Parties."

WITNESSETH

Article 1 Way of Merger

Yamaha Motor and Yamaha Marine hereby agree that, upon the merger, Yamaha Motor shall continue to exist and Yamaha Marine shall cease to exist.

Article 2 Consideration for the Merger

Yamaha Motor shall not grant any stocks or monetary compensation to the stockholders of Yamaha Marine as consideration for the merger.

Article 3 Capital and Capital Surplus Reserve of Yamaha Motor

The merger shall increase neither the capital nor the capital surplus reserve of Yamaha Motor.

Article 4 Effective Date

The merger shall become effective as of January 1, 2009; provided, however, that this date may be changed as necessary, depending on the level of progress made in the procedures to be taken for the merger upon consultation between Yamaha Motor and Yamaha Marine.

Article 5 Transfer of Property

1. On the effective date of the merger, Yamaha Marine shall transfer to Yamaha Motor all of Yamaha Marine's assets, liabilities, rights and obligations, based on Yamaha Marine's balance sheet and

other financial statements dated as of June 30, 2008, including any changes during the period between June 30, 2008 and the effective date of the merger.

2. Yamaha Marine shall submit to Yamaha Motor a separate statement clearly describing any changes to Yamaha Marine's assets and liabilities that have taken place during the period between June 30, 2008 and the effective date of the merger.

Article 6 Mutual Obligations of Faithfulness

In the period between the execution of this Agreement and the effective date of the merger, each of Yamaha Motor and Yamaha Marine shall be responsible for performing its respective operations and control its respective assets within the standard of care of a good manager; provided, however, that in the event that either of the Parties wishes to take any action that would have a profound effect on its assets, its rights, and/or its obligations, such Party shall obtain prior written approval for such action from the other Party after mutual consultation.

Article 7 Retirement Benefits

Upon mutual consultations, the Parties shall decide what the amounts for the payment of the retirement benefit recognizing services for any executive officers and auditors of Yamaha Marine whose retirement results from the merger. Such amounts shall be based on provisions of Yamaha Marine and the amounts shall be paid after approval at a meeting of the general stockholders of Yamaha Marine.

Article 8 Approval at a Meeting of The General Stockholders .

1. Yamaha Marine shall be merged pursuant to the Companies Act, Article 784, Item 1, without the approval at a meeting of the general stockholders of Yamaha Marine.
2. Yamaha Motor shall be merged pursuant to the Companies Act, Article 796, Item 3, without the approval at a meeting of the general stockholders of Yamaha Marine.

Article 9 Change in related Circumstances

In the event that a significant change takes place in the assets or management of Yamaha Motor or Yamaha Marine during the period between execution of this Agreement and the effective date of the merger, upon mutual consultations, this Agreement may be appropriately changed, or cancelled.

Article 10 Mutual Consultation

Any condition necessary for the merger and not stipulated herein shall be decided upon mutual Consultation.

IN WITNESS WHEREOF, and as of the date first above written, the Parties have caused this Agreement to be signed and sealed by their duly authorized officers .

Yamaha Hatsudoki Kabushiki Kaisha Yamaha Marine Kabushiki Kaisha

Takashi KAJIKAWA
Representative Director

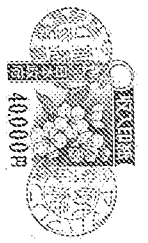
Shouhei KATO
Representative Director

CERTIFICATION

I, Yuichiro Tomonaga, certify that I am conversant in both the English and Japanese languages and certify that to the best of my knowledge and belief that the attached English translation of the attached Japanese document, is true, complete and accurate.

友永 雄一郎

Date: February 3rd, 2009



吸収合併契約書

ヤマハ発動機株式会社（以下「甲」という。）とヤマハマリン株式会社（以下「乙」という。）は、吸収合併に関して次のとおり契約を締結する。

第1条 （合併の方法）

甲および乙は、甲（静岡県静岡市新貝2500番地 ヤマハ発動機株式会社）を吸収合併後存続する会社、乙（静岡県浜松市南区新橋町1400番地 ヤマハマリン株式会社）を吸収合併により消滅する会社として吸収合併をする。

第2条 （合併対価に関する事項）

吸収合併の対価として、甲は乙の株主に対して株式その他の金銭等の交付を行わない。

第3条 （甲の資本金および資本準備金）

本吸収合併により甲の資本金および資本準備金の額は増加しない。

第4条 （効力発生日）

吸収合併がその効力を生ずる日は、平成21年1月1日とする。ただし、合併手続の進行に応じ、必要があるときは、甲乙協議のうえこれを変更することができる。

第5条 （財産の引継ぎ）

1. 乙は、平成20年6月30日現在の貸借対照表その他同日現在の計算を基礎とし、それに吸収合併がその効力を生ずる日の前日までの増減を加除した一切の資産、負債および権利義務を吸収合併がその効力を生ずる日において甲に引き継ぐ。

2. 乙は前項期日後吸収合併がその効力を生ずる日までの期間の資産および負債の変動について、その内容を別に計算書を添付して甲に明示する。

第6条 （善悪注意義務）

甲および乙は、本契約締結後吸収合併がその効力を生ずる日までの間、善良なる管理者としての注意をもってそれぞれの業務を執行し、かつ一切の財産を管理するものとし、その財産および権利義務に重要な影響を及ぼす行為を行う場合には、あらかじめ甲乙協議し合意のうえこれを実行する。

第7条 （退職慰労金）

吸収合併に伴い退任する乙の取締役および監査役に対する退職慰労金は、あらかじめ甲乙協議のうえ、乙の役員規程を基礎として、乙の株主総会の承認を得て支払う。

第8条 （株主総会の承認）

1. 乙は、会社法第784条第1項の規定に基づき、株主総会の承認を得ないで合併する。
2. 甲は、会社法第796条第3項の規定に基づき、株主総会の承認を得ないで合併する。

第9条 （事務変更）

本契約締結の日から吸収合併がその効力を生ずる日の前日までにあって、天災地変その他の事由により、甲または乙の財産または経営状態に重大な変動が生じた場合には、甲乙協議のうえ、合併条件その他の条件を変更し、または本契約を解除することができる。

第10条 （協議事項）

本契約に定めるものの他、吸収合併に関し必要な事項は、本契約の趣旨に従って、甲乙協議のうえ、これを決定する。

本契約の成立を証するため、本契約書を2通作成し、甲乙記名捺印のうえ、各自1通保有する。

平成20年10月16日

甲 静岡県静岡市新貝2500番地
ヤマハ発動機株式会社
代表取締役 梶川

乙 静岡県浜松市南区新橋町1400番地
ヤマハマリン株式会社
代表取締役 加藤正



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