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To the Director of the U.S. P

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ached documents or the new address(es) below.

01.01.10

1. Name of conveying party(ies):

Yoneo Hiwasa (02/18/2010), Masaya Hisada (02/18/2010), and Kazuyoshi Nakamura (02/18/2010)

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: MITSUBISHI MATERIALS CORPORATION

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Tokyo 100-8117 JAPAN

City: _____

State: _____

Country: _____ Zip: _____

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance/Execution Date(s):

Execution Date(s): in parentheses after inventor name

Assignment Merger Change of Name

Security Agreement Joint Research Agreement

Government Interest Assignment

Executive Order 9424, Confirmatory License

Other _____

4. Application or patent number(s):

This document is being filed together with a new application.

A. Patent Application No.(s)

This application

B. Patent No.(s)

Additional numbers attached? Yes No

5. Name and address to whom correspondence concerning document should be mailed:

Name: James E. Armstrong, IV
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6. Total number of applications and patents involved:

1

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00

Authorized to be charged to deposit account

Enclosed

None required (government interest not affecting title)

8. Payment Information

Deposit Account Number 04-1105

Authorized User Name: James E. Armstrong, IV

01 FC:8021 40.00 DA

March 10, 2010

Date

9. Signature:

Signature
James E. Armstrong, IV - 42,266
Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

4

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ASSIGNMENT BY INVENTORS

THIS ASSIGNMENT, made by Yoneo Hiwasa; Masaya Hisada; and Kazuyoshi Nakamura (hereinafter referred to as Assignors), residing at c/o Mitsubishi Materials Corporation, Gifu Plant, 1528 Yokoi Nakashinden, Godo-cho, Anpachi-gun Gifu 5032394 JAPAN; c/o Mitsubishi Materials Corporation, Gifu Plant, 1528 Yokoi Nakashinden, Godo-cho, Anpachi-gun Gifu 5032394 JAPAN; and c/o Mitsubishi Materials Corporation, Gifu Plant, 1528 Yokoi Nakashinden, Godo-cho, Anpachi-gun Gifu 5032394 JAPAN, respectively;

WHEREAS, Assignors have invented certain new and useful improvements in DIGGING TOOL, DIGGING BIT, AND DEVICE, set forth in a Patent application for which an International Application was filed on April 22, 2008, PCT/JP2008/057716, designating the United States; and

WHEREAS, MITSUBISHI MATERIALS CORPORATION, a corporation organized under and pursuant to the laws of Japan having its principal place of business at 3-2, Otemachi 1-chome, Chiyoda-ku, Tokyo 100-8117 JAPAN (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to said inventions and said Application for Letters Patent of the United States, and in and to any Letters Patent of the United States to be obtained therefore and thereon.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, Assignors have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions and application for Letters Patent, and in and to any and all direct and indirect divisions, continuations and continuations-in-part of said application, and any and all Letters Patent in the United States and all foreign countries which may be granted therefor and thereon, and reissues, reexaminations and extensions of said Letters Patent, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by Assignee, for its own use and benefit and the use

and benefit of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent may be granted and/or extended, as fully and entirely as the same would have been held and enjoyed by Assignors, had this sale and assignment not been made.

AND for the same consideration, Assignors hereby represent and warrant to Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, except for any rights, titles and/or interests that have arisen to Assignee under law or that have already been transferred to Assignee, Assignors are the sole and lawful owners of the entire right, title and interest in and to the said inventions and application for Letters Patent above-mentioned, and that the same are unencumbered and that Assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, Assignors hereby covenant and agree to and with Assignee, its successors, legal representatives and assigns, that Assignors will sign all papers and documents, take all lawful oaths and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of any Letters Patent and applications for Letters Patent for said inventions, without charge to Assignee, its successors, legal representatives and assigns, whenever counsel of Assignee, or counsel of its successors, legal representatives and assigns, shall advise: that any proceeding in connection with said inventions, or said Patent application for Letters Patent, or any proceeding in connection with any Letters Patent or applications for Letters Patent for said inventions in any country, including but not limited to interference proceedings, is lawful and desirable; or, that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue, reexamination or extension of any Letters Patent, to be obtained thereon, is lawful and desirable.

AND Assignors hereby request the Commissioner of Patent and Trademarks to issue said Letters Patent of the United States to Assignee, as Assignee of said inventions and the Letters Patent to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives and assigns.

AND Assignors hereby grant the following individuals the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document:

EDWARDS ANGELL PALMER & DODGE LLP

All practitioners at Customer Number 21874

AND Assignors acknowledge an obligation of assignment of this invention to Assignee at the time the invention was made.

Date: Feb. 18, 2010

Signature: 日向比 邦仁
Yoneo Hiwasa

Date: Feb. 18, 2010

Signature: 久田 仁也
Masaya Hisada

Date: Feb. 18, 2010

Signature: 中村 和由
Kazuyoshi Nakamura