U.S. DEPARTMENT OF COMMERCE

14160/300029

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1. Name of conveying party(ies)/Execution Date(s):	2. Name and address of receiving party(ies)			
Akira MITANI; Jun INAGAKI; Raito KUWAHARA; Masahiro YOKOYAMA; Kotaro SHIBAYAMA; and Motoaki SATO	Name: Nippon Soda Co., Ltd.			
YOKOYAMA, Kotaro Shida Tawa, and Motodal Carlo	Internal Address:			
Execution Date(s) February 7, 2011	Street Address: 2-1, Ohtemachi 2-chome			
Additional name(s) of conveying party(ies) attached? Yes V No	Chiyoda-ku,			
3. Nature of conveyance:				
Assignment Merger	City: Tokyo			
Security Agreement Change of Name	State:			
Government Interest Assignment	Country: Japan Zip: 100-8165			
Executive Order 9424, Confirmatory License				
Other	Additional name(s) & address(es) attached? ☐ Yes ✓ No			
	document is being filed together with a new application. B. Patent No.(s)			
A. Patent Application No.(s) 13/058,273	B. Paterit No.(5)			
15,000,121.0				
	ached?Yes ✓ No			
5. Name and address to whom correspondence concerning document should be mailed:	6. Total number of applications and patents involved:			
Name: Stanley Liang, Esq.				
	7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00 Authorized to be charged by credit card			
Internal Address: KENYON & KENYON LLP	✓ Authorized to be charged by credit card			
Street Address: ONE BROADWAY	Enclosed			
Street Address. ONE BROADWAT	None required (government interest not affecting title)			
Cit., NEWYORK	8. Payment Information			
City: NEW YORK	a. Credit Card Last 4 Numbers			
State: NEW YORK Zip: 10004	Expiration Date			
Phone Number: <u>212-425-7200</u>	b. Deposit Account Number 11-0600			
Fax Number: <u>212-425-5288</u>	Authorized User Name Stanley Liang			
Email Address:				
9. Signature: /Stanley Liang/ Signature	February 9, 2011 Date			
	Total number of pages including cover			
Stanley Liang (Reg. No. 43,753) Name of Person Signing	sheet, attachments, and documents:			

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

> **PATENT REEL: 025778 FRAME: 0786**

FEB-09-2011 15:42 KENYON & KENYON	F	٠.
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	<u>PATENT</u>
Docket No.	

03

ASSIGNMENT

IN CONSIDERATION of good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned hereby sell, assign, and transfer to Nippon Soda Co., Ltd., corporation of Japan, having a rincipal place of business at 2-1, Ohtemachi 2-chome, Chivoda-ku, Tokyo 100-8165 Japan ("Assignee"), and its successors, assigns, and legal representatives, the entire right, title, and interest for the United States and all foreign countries, in and to any and all inventions and discoveries that are disclosed in the United States Patent Application entitled:

NITROGEN-CONTAINING HETEROCYCLIC DERIVATIVE AND FUNGICIDE FOR AGRICULTURAL AND HORTICULTURAL USE

the specification of which is attached hereto unless the following is entered:

Filed on	as United States Application Number or PCT International Application Number	and was amended on (if applicable)
August 10, 2009	PCT/JP2009/003845	

NOW, THEREFORE, we hereby, without reservations:

- 1. Assign, transfer, and convey to Assignee the entire right, title, and interest in and to said invention, said patent application for Letters Patent of the United States of America, any and all other applications for Letters Patent on said invention in any and all countries, including all divisional, renewal, substitute, continuation, and Convention applications based in whole or in part upon said invention, or upon said patent application, and any and all Letters Patent, reissues, and extensions of Letters Patent granted for said invention or upon said patent application, and every priority right that is or may be predicated upon or arise from said invention, said patent application, and said Letters Patent(s).
- 2. Authorize Assignee to file patent applications in any or all countries for said invention in our name or in the name of Assignee or otherwise as Assignee may deem advisable, under an International Convention or otherwise.
- 3. Authorize and request the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to issue or transfer all said Letters Patent to Assignee, as Assignee of the entire right, title, and interest therein or otherwise as Assignee may direct.
- 4. Warrant that we have not conveyed to others any right, title, or interest in said invention, patent application, or patents or any license to use the same or to make, use, or sell anything embodying or utilizing any of said invention; that we have good right to assign the same to Assignee without encumbrance; and that we are aware of no claim to the contrary.
- 5. Bind our heirs, legal representatives, and assigns, as well as ourselves to do, upon Assignee's request and at 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 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 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 Assignee; to communicate to Assignee all facts known to us relating to said inventions and discoveries or the history thereof; to furnish 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; and to testify to the same in any interference, arbitration, or litigation.

PATENT REEL: 025778 FRAME: 0787

	Docket No
number Akira MITANI	
Inventor: Akira MITANI Inventor Signature Oken Mitani	Date February 7, 2011
Witness Signature	Date
Print Witness Name	
nventor: Jun INAGAKI	
Inventor Signature Jun Inagaki	Date February 7, 2011
Witness Signature	Date
Print Witness Name	
Inventor: Raito KUWAHARA Inventor Signature Raito Kuwa haro	Date February 7, 2011
	February 7, 2011 Date
Witness Signature	
Print Witness Name	
nventor: <u>Masahiro YOKOYAMA</u>	
Inventor Signature Masafuro Yokoyama	Date February 7, 2011
Witness Signature	Date
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nventor: Kotaro SHIBAYAMA	
Inventor Signature Kotaro Shibayama.	Date February 7, 2011
Witness Signature	Date
Print Witness Name	

PATENT REEL: 025778 FRAME: 0788

	•	PATENT Docket No.
Inventor: <u>Motoaki SATO</u>		
Inventor Signature Motoak;	Sato	Date February 7, 2011
Witness Signature		Date
Print Witness Name		

PATENT

REEL: 025778 FRAME; 0789-.05