## PATENT ASSIGNMENT

## Electronic Version v1.1

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SUBMISSION TYPE:		NEW ASSIGNM	NEW ASSIGNMENT			
NATURE OF CONVEYANCE:		ASSIGNMENT	ASSIGNMENT			
CONVEYING PARTY DATA						
		Name Executio		Execution Date		
Sumitomo Metal Indu	stries, Ltd.			04/19/2012		
RECEIVING PARTY DATA						
Name:	Chuo Denki Kogyo Co., Ltd.					
Street Address:	272, Oaza Taguchi, Myoko-shi					
City:	Niigata					
State/Country:	JAPAN					
Postal Code:	949-2193					
PROPERTY NUMBERS Total: 1 Property Type Number					]	
		835496				
CORRESPONDENCE DATA						
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Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.						
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ATTORNEY DOCKET NUMBER:		1011900-00030	1011900-000303			
NAME OF SUBMITTER:		Peter K. Skiff	Peter K. Skiff			
Total Attachments: 1 source=ASSIGNMENT#page1.tif						

## ASSIGNMENT

## (Company to Company)

THIS ASSIGNMENT, by Sumitomo Metal Industries, Ltd., having a principal place of business at <u>5-33 Kitahama, 4-chome, Chuo-ku, Osaka-shi, Osaka 541-0041, Japan</u> (hereinafter referred to as "the Assignor"), respectively, witnesseth:

WHEREAS, the Assignor is a joint owner of certain new and useful improvements set forth in U.S. Patent No. 6,835,496 (formerly U.S. Patent Application No. 09/567,048), entitled "NEGATIVE ELECTRODE MATERIAL FOR A NON-AQUEOUS ELECTROLYTE SECONDARY BATTERY AND PROCESSES FOR ITS MANUFACTURE" and

WHEREAS, Chuo Denki Kogyo Co., Ltd., having a principal place of business at 272. Oaza Taguchi, Myoko-shi, Niigata 949-2193, Japan (hereinafter referred to as "the Assignee"), is desirous of acquiring, and does hereby acquire, the entire right, title, and interest in and to said patent.

NOW, THEREFORE, for good and sufficient consideration, the receipt of which is hereby acknowledged, the Assignor has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns its entire right, title, and interest in and to the above-mentioned Letters Patent of the United States of America and reissues and extensions of said Letters Patent, the same to be held and enjoyed by the Assignee, for its own use and behoof and the use and behoof of its successors, legal representatives, and assigns, to the full end of the term of said Letters Patent as fully and entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made;

AND for the same consideration, the Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, the Assignor is a joint and lawful owner of an individual right, title, and interest in said Letters Patent and that the same are unencumbered, and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth;

AND for the same consideration, the Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns that the Assignor will, whenever counsel of the Assignee, or the counsel of its successors, legal representatives, and assigns, shall advise that any proceeding in connection with said Letters Patent, including interference proceedings, or any reissue or extension of said Letters Patent, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the maintenance, enforcement, and defense of said Letters Patent, without charge to the Assignee, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns.

	Sumitomo Metal Industries, Ltd.
Bv:	Hargeman
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DATE: \_\_\_\_\_ April 19, 2012 Takahiro YAMAKI Name: General Manager of Intellectual Property Department

Title:

**RECORDED: 04/24/2012**