### 502189761 01/10/2013

#### PATENT ASSIGNMENT

# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
Emerson Electric Co.	09/30/2010

#### RECEIVING PARTY DATA

Name:	Nidec Motor Corporation
Street Address:	8050 West Florissant Ave.
City:	St. Louis
State/Country:	MISSOURI
Postal Code:	63136

## PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	13737775

#### **CORRESPONDENCE DATA**

**Fax Number**: 9136479057

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: awilliams@hoveywilliams.com

Correspondent Name: Thomas B. Luebbering Address Line 1: 10801 Mastin Blvd.

Address Line 2: Suite 1000

Address Line 4: Overland Park, KANSAS 66210

ATTORNEY DOCKET NUMBER:	39744-CNT
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# NAME OF SUBMITTER: Thomas B. Luebbering

#### Total Attachments: 5

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## PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT (this "Assignment") dated as of September 30, 2010 (the "Effective Date"), is made by and between Emerson Electric Co., a Missouri corporation ("Assignor"), and Nidec Motor Corporation, a Delaware corporation ("Assignee"), a wholly owned subsidiary of Nidec Corporation, a Japanese corporation ("Nidec").

- A. WHEREAS, Assignor and Nidec are parties to that certain Asset and Stock Purchase Agreement, dated as of August 17, 2010 (the "Agreement"), pursuant to which Assignor has agreed to sell and Nidec has agreed to purchase the "Purchased Assets" as defined in the Agreement;
- B. WHEREAS, Assignor is the owner of the entire right, title and interest in, to and under those United States and foreign patents and patent applications listed on Schedule A and a joint owner of the entire right, title and interest in, to and under those United States and foreign patents and patent applications listed on Schedule B or that otherwise constitute "Purchased Assets" under the Agreement, and any foreign counterparts or equivalents thereto, existing now or in the future and including, but not limited to, patents of utility, improvement or addition, utility model and appearance and industrial design patents and inventors certificates, as well as divisionals, reissues, continuations (in whole or in part), renewals and extensions of any of the foregoing and any patents that may issue from any of the foregoing, except and excluding any Excluded Intellectual Property Rights under the Agreement (collectively, the "Patents"); and
- C. WHEREAS, Assignee, at its request and direction, wishes to acquire and Assignor wishes to assign all of Assignors' right, title and interest in and to the Patents.

NOW, THEREFORE, for good and valuable consideration (including the premises and covenants set forth in the Agreement), the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Assignor hereby irrevocably sells, assigns, transfers and sets over to Assignee all of Assignor's right, title and interest in and to the Patents, any foreign counterparts or equivalents thereto, existing now or in the future and including, but not limited to, patents of utility, improvement or addition, utility model and appearance and industrial design patents and inventors certificates, as well as divisionals, reissues, continuations (in whole or in part), renewals and extensions of any of the foregoing and any patents that may issue from any of the foregoing, and including the subject matter of all claims that may be obtained therefrom, for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made, together with all income, royalties, damages or payments due or payable as of the Effective Date or thereafter related to any of the foregoing, including, without limitation, all claims for damages by reason of past, present, or future infringement or other unauthorized use of the Patents, with the right to sue for and collect the same for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor shall provide to Assignee, its successors, assigns, and other legal representatives, cooperation and assistance at Assignee's request and expense for the preparation and prosecution of any application, continuations, divisionals, continuations-in-part, extensions

PATENT REEL: 029601 FRAME: 0469 or equivalent to any of the foregoing for any of the Patents; and the prosecution or defense of any interference, opposition, re-examination, reissue, infringement or other proceedings that may arise in connection with any of the Patents, this Assignment or the assignment made hereby.

Assignor hereby specifically incorporates by reference all of the representations, warranties and indemnifications, subject to all of the conditions and limitations, applicable to the Patents in the Agreement.

Assignor authorizes and requests the United States Commissioner of Patents and Trademarks and any other similar government authority to record Assignee as owner of the Patents and issue any and all patents issued thereon to Assignee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee and its successors, assigns or other legal representatives.

This Assignment may be executed in one or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

[The remainder of this page is intentionally blank.]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed as of the date first above written.

EMERSON ELECTRIC CO.

ъу. \_\_\_\_

Name: Robert M. Levy

Title: Vice President, Development

STATE OF Missour: ) SS:

On this 24th day of Segenber, 2010 before me Nobert M. Levy, known to me to be Vice Mexical Description of Emerson Electric Co., who acknowledged that he/she signed this instrument as a free act on behalf of Emerson Electric Co.

Notary Public:

My commission expires:

SHARON L HYDE
Notary Public - Notary Seal
State of Missouri
Commissioned for St. Louis County
My Commission Expires: November 04, 2011
Commission Number: 07535019

[Signature page to Patent Assignment Agreement]

# NIDEC MOTOR CORPORATION

By: Mark D. Book
Name: MARK D. BECKER
Title: V.P., GENERAL COUNSEL & SECRETARY

STATE OF missouri	)
	) SS
COUNTY OF 51. Lov: 5	)

On this 24 day of september, 2010 personally appeared before me francheryh supplement to me to be mark becker of Nidec Motor Corporation, who acknowledged that he signed this instrument as a free act on behalf of Nidec Motor Corporation.

Chall & Supp Notary Public:

My commission expires: 7/1/2012



[Signature page to Patent Assignment Agreement]

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