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1. A. Name of conveying party(ies):
MORI SEIKI CO., LTD.

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

2. A. Name and address of receiving party(ies):
MITUTOYO CORPORATION
20-1, SAKADO 1-CHOME, TAKATSU-KU,
KAWASAKI-SHI, KANAGAWA 213-0012, JAPAN

KAZUO YAMAZAKI
44204 GREENVIEW DRIVE,
EL MACERO, CALIFORNIA 95618

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

3. A. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

B. Execution Date: September 24, 2013

4. A. Patent Application No.(s) 09/101196 B. Patent No.(s) 6,400,998

Additional numbers attached? Yes No

C. Title of Application: **GENERATION OF MEASUREMENT PROGRAM IN NC MACHINING AND MACHINING MANAGEMENT BASED ON THE MEASUREMENT PROGRAM**


5. Name and address of party to whom correspondence concerning document should be mailed:
Name: James A. Oliff
Address: **OLIFF & BERRIDGE, PLC**
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6. Total number of applications and patents involved: 1

7. Please charge Deposit Account No. 15-0461 the total fee (37 CFR 3.41) in the amount of \$40.00.

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9. **Statement and signature.**
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.


James A. Oliff, Registration No. 27,075
Brian G. Prince, Registration No. 70,569

Date: October 8, 2013

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ASSIGNMENT

WHEREAS, MORI SEIKI CO., LTD., a company established under the laws of Japan whose address is 106, Kitakoriyama-cho, Yamatokoriyama-shi, Nara 639-1104 (hereinafter called "Assignor"), is the co-owner of the following Letters Patent (hereinafter called "Patent Properties"), which ownership, to the extent recorded in the United States Patent and Trademark Office, is evidenced at the Reel and Frame indicated below:

<u>Application or Patent Number and Date of Filing or Issue</u>	<u>Named Inventors</u>	<u>Reel and Frame</u>
6,400,998 issued June 4, 2002	Kazuo YAMAZAKI et al.	027331/0090

The undersigned has reviewed all the documents in the chain of title identified above; and to the best of the undersigned's knowledge and belief, co-title is in the Assignor. The undersigned is empowered to sign this Assignment on behalf of the Assignor.

WHEREAS, MITUTOYO CORPORATION, a company established under the laws of JAPAN whose address is 20-1, Sakado 1-chome, Takatsu-Ku, Kawasaki-shi, Kanagawa 213-0012, Japan; and KAZUO YAMAZAKI, a citizen of Japan whose address is 44204 Greenview Drive, El Macero, California 95618 (collectively hereinafter called "Assignee"), are desirous of acquiring the entire right, title and interest for the United States, its territories, dependencies and possessions, in and to said Patent Properties (and/or patents that may be granted therefrom), including any and all provisional, non-provisional, divisional, continuation, international, design, confirmation, substitute and reissue application(s) or extensions of the same.

Now, To All Whom It May Concern: Be it known that for and in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor has sold, assigned, transferred and set over, and does hereby sell, assign, transfer and set over, unto Assignee, its successors, assigns and legal representatives, the entire right, title and interest for the United States, its territories, dependencies and possessions, in and to said Patent Properties (and/or patents that may be granted therefrom), including any and all provisional, non-provisional, divisional, continuation, international, design, confirmation, substitute and reissue application(s) or extensions thereof; the same to be held and enjoyed by Assignee, its successors, assigns and legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor had this assignment and sale not been made, together with all claims for damages by reason of past infringement of said Patent Properties with the right to sue for and collect the same for its own use and for the use of its successors, assigns and legal representatives.

Assignor agrees that this assignment is binding on Assignor and its successors, assigns and legal representatives.

Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States to issue any Letters Patent of the United States, resulting from said Patent Properties and any confirmations, divisions, continuations, reexaminations, reissues or extensions thereof, to Assignee.

Assignor agrees to execute all papers necessary in connection with any interference or post-grant proceeding which may be declared concerning said Patent Properties (and/or patents that may be granted therefrom), or any confirmation, division, continuation, reexamination or reissue thereof, and to cooperate with Assignee in every way possible in obtaining evidence and going forward with such interference or post-grant proceeding.

Assignor covenants that it has full right to convey the interest herein assigned and that it has not executed and will not execute any agreement in conflict herewith.


Assignor agrees to execute all papers and documents and perform any act which may be necessary in connection with claims or provisions of the International Convention for Protection of Industrial Property or similar agreements.

Assignor agrees to perform all affirmative acts which may be necessary to obtain, maintain or confirm by reissue or reexamination a grant of a valid United States patent to Assignee.

Assignor grants the firm of OLIFF & BERRIDGE, PLC of Alexandria, Virginia 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.

This Assignment is effective as of the 24 day of Sep, 2013.

Hiroki Nakao
Witness Hiroki NAKAO


Signature
Officer of Assignor

Yutaka Saito
Witness Yutaka SAITO

Yoichi Okamoto
Typewritten Name of Officer
Group Manager
Title of Officer

_____))
_____)) SS: _____