## 503099180 12/12/2014

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3145786

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNMENT	
CONVEYING PARTY	DATA		
		Name	Execution Date
JARROD HYDER			07/15/2014
KAZUYUKI KOTANI			07/15/2014
RECEIVING PARTY	ΑΤΑ		
Name:	YANN	YANMAR CO., LTD.	
Street Address:	1-9, T	1-9, TSURUNOCHO, KITA-KU	
City:	OSAK	DSAKA-SHI, OSAKA	
State/Country:	JAPA	JAPAN	
Postal Code:	530-8	311	
PROPERTY NUMBER	S Total:	2	
Property Type		Number	
Application Number:		61892567	
<b>Application Number:</b>		14319950	

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail. Phone: 2023712600

	20207 12000	
Email:	mrygiel@skgf.com, tmnguyen@skgf.com, ttopssecretary2@skgf.com	
Correspondent Name: STERNE, KESSLER, GOLDSTEIN & FOX P.L.L.C		
Address Line 1:	1100 NEW YORK AVENUE NW	
Address Line 4:	WASHINGTON, D.C. 20005	

ATTORNEY DOCKET NUMBER:	0666.5090000		
NAME OF SUBMITTER:	MARK W. RYGIEL, REG. NO. 45,871		
SIGNATURE:	/Mark W. Rygiel/		
DATE SIGNED:	12/12/2014		
Total Attachments: 4			

### Total Attachments: 4

source=0666.5090000-Assignment#page1.tif source=0666.5090000-Assignment#page2.tif source=0666.5090000-Assignment#page3.tif source=0666.5090000-Assignment#page4.tif

Atty. Docket No. 0666.5090000

FP1616US < POOISUS>

#### ASSIGNMENT

In consideration of the sum of One Dollar (\$1.00) or equivalent and other good and valuable consideration paid to each of the undersigned inventors: Jarrod HYDER and Kazuyuki KOTANI, hereby sell and assign to Yanmar Co., Ltd., a corporation formed under the laws of JAPAN, whose mailing address is 1-9, Tsurunocho, Kita-Ku, Osaka-shi, Osaka, JAPAN 530-8311 (hereafter referred to as the Assignee), his/her entire right, title and interest, including the right to sue for past infringement and to collect for all past, present and future damages, for the United States of America (as defined in 35 U.S.C. § 100) and throughout the world,

(a) in the invention(s) known as SUPPORTING STRUCTURE FOR EXCAVATOR for which a provisional application for patent in the United States of America was filed on October 18, 2013 (also known as United States Application No. 61/892,567, in any and all non-provisional applications therefrom, in any and all Letters Patent(s) granted from such non-provisional applications, and

(b) in any and all applications that claim the benefit of the patent application listed above in part (a), including non-provisional applications, continuing (continuation, divisional, or continuation-in-part) applications, reissues, extensions, renewals and reexaminations of the patent application or Letters Patent therefor listed above in part (a), to the full extent of the term or terms for which Letters Patents issue, and

(c) in any and all inventions described in the patent application listed above in part (a), and in any and all forms of intellectual and industrial property protection derivable from such patent application, and that are derivable from any and all continuing applications, reissues, extensions, renewals and reexaminations of such patent application, including, without limitation, patents, applications, utility models, inventor's certificates, and designs together with the right to file applications therefor; and including the right to claim the same priority rights from any previously filed applications under the International Agreement for the Protection of Industrial Property, or any other international agreement, or the domestic laws of the country in which any such application is filed, as may be applicable;

all such rights, title and interest to be held and enjoyed by the above-named Assignee, its successors, legal representatives and assigns to the same extent as all such rights, title and interest would have been held and enjoyed by the Assignor had this assignment and sale not been made.

The undersigned inventors agree to execute all papers necessary in connection with the application(s) and any non-provisional, continuing (continuation, divisional, or continuation-in-part), reissue, reexamination or corresponding application(s) thereof and also to execute separate

#### Atty. Docket No. 0666.5090000

assignments in connection with such application(s) as the Assignee may deem necessary or expedient.

The undersigned investors agree to execute all papers necessary in connection with any interference or patent enforcement action (judicial or otherwise) related to the application(s) or any non-provisional, continuing (continuation, divisional, or continuation-in-part), reissue or reaxamination application(s) thereof and to cooperate with the Assignce in every way possible in obtaining evidence and going forward with such interference or patent enforcement action.

The undersigned inventors hereby represent that he/she has full right to convey the entire interest herein assigned, and that he/she has not executed, and will not execute, any agreement in conflict therewith.

The undersigned inventors hereby grant the patent practitioners associated with CUSTOMER NUMBER 26111 the power to insert in this assignment any further identification that 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.

The undersigned inventors hereby represent that he/she understands that the patent practitioners associated with CUSTOMER NUMBER 26111 are the legal representatives of, and attorneys for, the assignee, and are <u>NOT</u> the legal representatives of, and attorneys for, the inventors.

IN WITNESS WHEREOF, executed by the undersigned inventors on the date opposite his/her name.

Date:\_July 15, 2014

Signature of Inventor: //Jarrod HYDER

Date:\_\_\_\_

Signature of Inventor:

Kazuyuki KOTANI

1840500,1

Page 2 of 2

Atty. Docket No. 0666.5090000

FP1616US < POOISUS>

#### ASSIGNMENT

In consideration of the sum of One Dollar (\$1.00) or equivalent and other good and valuable consideration paid to each of the undersigned inventors: Jarrod HYDER and Kazuyuki KOTANI, hereby sell and assign to Yanmar Co., Ltd., a corporation formed under the laws of JAPAN, whose mailing address is 1-9, Tsurunocho, Kita-Ku, Osaka-shi, Osaka, JAPAN 530-8311 (hereafter referred to as the Assignee), his/her entire right, title and interest, including the right to sue for past infringement and to collect for all past, present and future damages, for the United States of America (as defined in 35 U.S.C. § 100) and throughout the world,

(a) in the invention(s) known as **SUPPORTING STRUCTURE FOR EXCAVATOR** for which a provisional application for patent in the United States of America was filed on October 18, 2013 (also known as United States Application No. 61/892,567, in any and all non-provisional applications therefrom, in any and all Letters Patent(s) granted from such non-provisional applications, and

(b) in any and all applications that claim the benefit of the patent application listed above in part (a), including non-provisional applications, continuing (continuation, divisional, or continuation-in-part) applications, reissues, extensions, renewals and reexaminations of the patent application or Letters Patent therefor listed above in part (a), to the full extent of the term or terms for which Letters Patents issue, and

(c) in any and all inventions described in the patent application listed above in part (a), and in any and all forms of intellectual and industrial property protection derivable from such patent application, and that are derivable from any and all continuing applications, reissues, extensions, renewals and reexaminations of such patent application, including, without limitation, patents, applications, utility models, inventor's certificates, and designs together with the right to file applications therefor; and including the right to claim the same priority rights from any previously filed applications under the International Agreement for the Protection of Industrial Property, or any other international agreement, or the domestic laws of the country in which any such application is filed, as may be applicable;

all such rights, title and interest to be held and enjoyed by the above-named Assignee, its successors, legal representatives and assigns to the same extent as all such rights, title and interest would have been held and enjoyed by the Assignor had this assignment and sale not been made.

The undersigned inventors agree to execute all papers necessary in connection with the application(s) and any non-provisional, continuing (continuation, divisional, or continuation-inpart), reissue, reexamination or corresponding application(s) thereof and also to execute separate assignments in connection with such application(s) as the Assignee may deem necessary or expedient.

The undersigned inventors agree to execute all papers necessary in connection with any interference or patent enforcement action (judicial or otherwise) related to the application(s) or any non-provisional, continuing (continuation, divisional, or continuation-in-part), reissue or reexamination application(s) thereof and to cooperate with the Assignee in every way possible in obtaining evidence and going forward with such interference or patent enforcement action.

The undersigned inventors hereby represent that he/she has full right to convey the entire interest herein assigned, and that he/she has not executed, and will not execute, any agreement in conflict therewith.

The undersigned inventors hereby grant the patent practitioners associated with CUSTOMER NUMBER 26111 the power to insert in this assignment any further identification that 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.

The undersigned inventors hereby represent that he/she understands that the patent practitioners associated with CUSTOMER NUMBER 26111 are the legal representatives of, and attorneys for, the assignee, and are NOT the legal representatives of, and attorneys for, the inventors.

IN WITNESS WHEREOF, executed by the undersigned inventors on the date opposite his/her name.

Date:\_\_\_\_\_

Signature of Inventor:

Date: July 15, 2014 Signature of Inventor: <u>Hajuyuka</u> Kazuyuki KOTANI

Jarrod HYDER

1840500.1

Page 2 of 2

PATENT REEL: 034497 FRAME: 0458

**RECORDED: 12/12/2014**