#### 503249848 04/03/2015

# PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
JITSUTAKA TAKEO	03/27/2015
MAKOTO YANAGISAWA	03/31/2015

### **RECEIVING PARTY DATA**

Name:	SUMITOMO(S.H.I.) CONSTRUCTION MACHINERY CO., LTD.
Street Address:	1-1, OSAKI 2-CHOME, SHINAGAWA-KU
City:	TOKYO
State/Country:	JAPAN
Postal Code:	141-6025
Name:	SUMITOMO HEAVY INDUSTRIES, LTD.
Name: Street Address:	SUMITOMO HEAVY INDUSTRIES, LTD.  1-1, OSAKI 2-CHOME, SHINAGAWA-KU
	,
Street Address:	1-1, OSAKI 2-CHOME, SHINAGAWA-KU

### **PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	14678100

#### CORRESPONDENCE DATA

Fax Number: (202)797-8188

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: 202 797 4181

IPUSA@IPUSAPAT.COM, ips@itohpat.co.jp Email:

**Correspondent Name:** IPUSA, P.L.L.C

Address Line 1: 1054 31ST STREET, N.W.

Address Line 2: SUITE 400

Address Line 4: WASHINGTON, D.C. 20007

ATTORNEY DOCKET NUMBER:	15SJ-004
NAME OF SUBMITTER:	HERMAN PARIS
SIGNATURE:	/Herman Paris/

**PATENT REEL: 035329 FRAME: 0448** 503249848

DATE SIGNED:	04/03/2015
Total Attachments: 4	
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PATENT REEL: 035329 FRAME: 0449

## **ASSIGNMENT**

THIS ASSIGNMENT, by (1) Jitsutaka TAKEO and (2) Makoto YANAGISAWA, (hereinafter referred to as "Assignors"), residing at (1) Chiba-shi, Chiba Japan and (2) Chiba-shi, Chiba Japan; respectively;

WHEREAS, Assignors have invented certain new and useful improvements in SHOVEL AND METHOD OF CONTROLLING SHOVEL,

(Application No.		filed	١
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set forth in a patent application for Letters Patent of the United States, either previously filed or executed concurrently herewith; and

WHEREAS, (1) SUMITOMO(S.H.I.) CONSTRUCTION MACHINERY
CO., LTD., and (2) SUMITOMO HEAVY INDUSTRIES, LTD. (hereinafter referred
to as "Assignees"), having offices at (1) 1-1, Osaki 2-chome, Shinagawa-ku, Tokyo
141-6025 Japan, and (2) 1-1, Osaki 2-chome, Shinagawa-ku, Tokyo 141-6025 Japan,
respectively, are desirous of acquiring the entire right, title and interest in and to said
inventions and said application for Letters Patent of the United States, and in and to any
Letters Patent of the United States to be obtained therefor and thereon;

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, Assignors have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto Assignees, their successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions and application for Letters Patent, and in and to any and all direct and indirect divisions, continuations and continuation-in-part of said application, and any and all Letters Patent in the United States and all foreign countries which may be granted therefor and thereon, and reissues, reexaminations and extensions of said Letters Patent, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by the Assignees, for their own use and benefit and the use and benefit of their successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent may be granted and/or extended, as fully and entirely as the same would have been held and enjoyed by Assignors, had this sale and Assignment not been made;

AND for the same consideration, Assignors hereby represent and warrant to Assignees, their successors legal representatives and assigns, that, at the time of execution and delivery of these presents, except for any rights, titles, and or interests that have arisen to Assignees under the law or that have already been transferred to Assignees, Assignors are the sole and lawful owners of the entire right, title and interest in and to said inventions and application for Letters Patent above-mentioned, and that the same are

unencumbered and that Assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth;

AND for the same consideration, Assignors hereby covenant and agree to and with Assignees, their successors, legal representatives and assigns, that Assignors will sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of any Letters Patent and applications for Letters Patent for said inventions, without charge to Assignees, their successors, legal representatives, and assigns, whenever counsel of Assignees, or counsel of their successors, legal representatives and assigns shall advise; that any proceeding in connection with said inventions, or said patent application for Letters Patent, or any proceeding in connection with any Letters Patent or applications for Letters Patent for said inventions in any country, including but not limited to interference proceedings, is lawful and desirable; or, that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue, reexamination or extension of any Letters Patent, to be obtained thereon, is lawful and desirable;

AND Assignors hereby request that the Director of the United States Patent and Trademark Office issue said Letters Patent of the United States to Assignees, as Assignees of said inventions and the said Letters Patent to be issued thereon, for the sole use and benefit of Assignees, their successors, legal representatives and assigns;

AND Assignors hereby grant the following individuals 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: All practitioners associated with the Customer Number 77464.

AND Assignors acknowledge an obligation of assignment of this invention to Assignees at the time the invention was made.

3, 27, 2015	Jetsulaka Taker
Date	Jitsutaka TAKEO
Date	Makoto YANAGISAWA

### ASSIGNMENT

THIS ASSIGNMENT, by (1) Jitsutaka TAKEO and (2) Makoto YANAGISAWA, (hereinafter referred to as "Assignors"), residing at (1) Chiba-shi, Chiba Japan and (2) Chiba-shi, Chiba Japan; respectively;

WHEREAS, Assignors have invented certain new and useful improvements in
SHOVEL AND METHOD OF CONTROLLING SHOVEL,

(Application No	•	filed	

set forth in a patent application for Letters Patent of the United States, either previously filed or executed concurrently herewith; and

WHEREAS, (1) SUMITOMO(S.H.I.) CONSTRUCTION MACHINERY CO., LTD., and (2) SUMITOMO HEAVY INDUSTRIES, LTD. (hereinafter referred to as "Assignees"), having offices at (1) 1-1, Osaki 2-chome, Shinagawa-ku, Tokyo 141-6025 Japan, and (2) 1-1, Osaki 2-chome, Shinagawa-ku, Tokyo 141-6025 Japan, respectively, are desirous of acquiring the entire right, title and interest in and to said inventions and said application for Letters Patent of the United States, and in and to any Letters Patent of the United States to be obtained therefor and thereon;

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, Assignors have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto Assignees, their successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions and application for Letters Patent, and in and to any and all direct and indirect divisions, continuations and continuation-in-part of said application, and any and all Letters Patent in the United States and all foreign countries which may be granted therefor and thereon, and reissues, reexaminations and extensions of said Letters Patent, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by the Assignees, for their own use and benefit and the use and benefit of their successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent may be granted and/or extended, as fully and entirely as the same would have been held and enjoyed by Assignors, had this sale and Assignment not been made;

AND for the same consideration, Assignors hereby represent and warrant to Assignees, their successors legal representatives and assigns, that, at the time of execution and delivery of these presents, except for any rights, titles, and or interests that have arisen to Assignees under the law or that have already been transferred to Assignees, Assignors are the sole and lawful owners of the entire right, title and interest in and to said inventions and application for Letters Patent above-mentioned, and that the same are

unencumbered and that Assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth;

AND for the same consideration, Assignors hereby covenant and agree to and with Assignees, their successors, legal representatives and assigns, that Assignors will sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of any Letters Patent and applications for Letters Patent for said inventions, without charge to Assignees, their successors, legal representatives, and assigns, whenever counsel of Assignees, or counsel of their successors, legal representatives and assigns shall advise; that any proceeding in connection with said inventions, or said patent application for Letters Patent, or any proceeding in connection with any Letters Patent or applications for Letters Patent for said inventions in any country, including but not limited to interference proceedings, is lawful and desirable; or, that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue, reexamination or extension of any Letters Patent, to be obtained thereon, is lawful and desirable;

AND Assignors hereby request that the Director of the United States Patent and Trademark Office issue said Letters Patent of the United States to Assignees, as Assignees of said inventions and the said Letters Patent to be issued thereon, for the sole use and benefit of Assignees, their successors, legal representatives and assigns;

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AND Assignors acknowledge an obligation of assignment of this invention to Assignees at the time the invention was made.

Date	Jitsutaka TAKEO
3,31,2015	Makoto Yanagisawa.
Date	Makoto YANAGISAWA