

## PATENT ASSIGNMENT COVER SHEET

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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
TADASHI KAWAGUCHI	02/04/2016
TERUO AKIYAMA	02/04/2016
KOJI SAITO	02/04/2016
TAKAYUKI WATANABE	02/04/2016
NOBORU IIDA	02/04/2016
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	KOMATSU LTD.
<b>Street Address:</b>	2-3-6, AKASAKA, MINATO-KU
<b>City:</b>	TOKYO
<b>State/Country:</b>	JAPAN
<b>Postal Code:</b>	107-8414
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	14916368
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(617)227-4420
<i>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.</i>	
<b>Phone:</b>	2024787375
<b>Email:</b>	akiko.angelov@lockelord.com
<b>Correspondent Name:</b>	LOCKE LORD LLP
<b>Address Line 1:</b>	P.O. BOX 55874
<b>Address Line 4:</b>	BOSTON, MASSACHUSETTS 02205
<b>ATTORNEY DOCKET NUMBER:</b>	1451345.110US9
<b>NAME OF SUBMITTER:</b>	JAMES E. ARMSTRONG, IV
<b>SIGNATURE:</b>	/James E. Armstrong, IV/
<b>DATE SIGNED:</b>	03/03/2016
This document serves as an Oath/Declaration (37 CFR 1.63).	
<b>Total Attachments: 8</b>	

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**COMBINED ASSIGNMENT & DECLARATION  
FOR UTILITY OR DESIGN PATENT APPLICATIONS**

**ASSIGNMENT**

**THIS ASSIGNMENT**, made by Tadashi KAWAGUCHI, Teruo AKIYAMA, Koji SAITO, Takayuki WATANABE and Noboru IIDA (hereinafter referred to as Assignors), residing at c/o Development Division, Komatsu Ltd., 1200, Manda, Hiratsuka-shi, Kanagawa 254-8567 Japan; c/o Development Division, Komatsu Ltd., 1200, Manda, Hiratsuka-shi, Kanagawa 254-8567 Japan; c/o Development Division, Komatsu Ltd., 1200, Manda, Hiratsuka-shi, Kanagawa 254-8567 Japan; c/o Development Division, Komatsu Ltd., 400, Yokokurashinden, Oyama-shi, Tochigi 323-8558 Japan; and c/o Development Division, Komatsu Ltd., 1200, Manda, Hiratsuka-shi, Kanagawa 254-8567 Japan, respectively;

**WHEREAS**, Assignors have invented certain new and useful improvements in DRIVE DEVICE OF CONSTRUCTION MACHINE, set forth in a Patent application for Letters Patent of the United States, filed herewith; and

**WHEREAS**, KOMATSU LTD. having its principal place of business at 2-3-6, Akasaka, Minato-ku, Tokyo 107-8414 Japan (hereinafter referred to as Assignee), is 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 therefore 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 Assignee, its 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 continuations-in-part of said application, and any and all Letters Patent in the United States and all foreign countries which may be granted therefore 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 Assignee, for its own use and benefit and the use and benefit of its 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 Assignee, its 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 Assignee under law or that have already been transferred to Assignee, Assignors are the sole and lawful owners of the entire right, title and interest in and to the 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 Assignee, its 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 Assignee, its successors, legal representatives and assigns, whenever counsel of Assignee, or counsel of its 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 the Commissioner for Patents and Trademarks to issue said Letters Patent of the United States to Assignee, as Assignee of said inventions and the Letters Patent to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives and assigns.

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

**DECLARATION**

As a below named inventor, I hereby declare that:

This declaration is directed to the patent application entitled:

DRIVE DEVICE OF CONSTRUCTION MACHINE

the specification of which is attached hereto.

The above-identified application was made or authorized to be made by me.

I believe that I am the original inventor or an original joint inventor of a claimed invention in the application.

I have reviewed and understand the contents of the above-identified application.

I am aware of the duty to disclose to the Office all information known to me to be material to patentability as defined in 37 C.F.R. 1.56.

I hereby acknowledge that any willful false statement made in this Declaration is punishable under 18 U.S.C. 1001 by fine or imprisonment of not more than five (5) years, or both.

In the event that the filing date and/or Application No. are not entered above at the time I execute this document, and if such information is deemed necessary, I hereby authorize and request the attorneys/agent(s) at Locke Lord LLP, P.O. Box 55874, Boston, Massachusetts 02205, to insert the filing date and/ or Application No. of said application into this document.

Date: Feb. 4, 2016

Signature: Tadashi Kawaguchi  
Tadashi KAWAGUCHI

Date: Feb. 4, 2016

Signature: Teruo Akiyama  
Teruo AKIYAMA

Date: Feb. 4, 2016

Signature: Koji SAITO  
Koji SAITO

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

Signature: \_\_\_\_\_  
Takayuki WATANABE

Date: Feb. 4, 2016

Signature: Noboru Iida  
Noboru IIDA

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

Signature: \_\_\_\_\_

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As a below named inventor, I hereby declare that:

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Date: \_\_\_\_\_ Signature: \_\_\_\_\_  
Tadashi KAWAGUCHI

Date: \_\_\_\_\_ Signature: \_\_\_\_\_  
Teruo AKIYAMA

Date: \_\_\_\_\_ Signature: \_\_\_\_\_  
Koji SAITO

Date: Feb. 4, 2016 Signature: Takayuki WATANABE  
Takayuki WATANABE

Date: \_\_\_\_\_ Signature: \_\_\_\_\_  
Noboru IIDA

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