

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4155649

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
NATIONAL UNIVERSITY CORPORATION SHIZUOKA UNIVERSITY	03/30/2016
RECEIVING PARTY DATA	
Name:	NATIONAL UNIVERSITY CORPORATION SHIZUOKA UNIVERSITY
Street Address:	836, OHYA, SURUGA-KU
Internal Address:	SHIZUOKA-SHI
City:	SHIZUOKA
State/Country:	JAPAN
Postal Code:	422-8529
Name:	JNC CORPORATION
Street Address:	2-2-1 OTEMACHI, CHIYODA-KU
City:	TOKYO
State/Country:	JAPAN
Postal Code:	100-8105
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	9428391
CORRESPONDENCE DATA	
Fax Number:	(212)382-0888
<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>	
Email:	mstoedter@ostrolenk.com
Correspondent Name:	OSTROLENK FABER LLP
Address Line 1:	1180 AVENUE OF THE AMERICAS
Address Line 4:	NEW YORK, NEW YORK 10036
ATTORNEY DOCKET NUMBER:	P/100-173
NAME OF SUBMITTER:	JAMES A. FINDER
SIGNATURE:	/James A. Finder/
DATE SIGNED:	11/23/2016
Total Attachments: 10	

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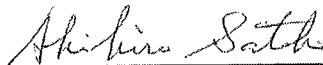
TRANSLATOR' S DECLARATION

Sir/Madam:

I, AKIHIRO SATO, declare and say:
that I am thoroughly conversant in both the Japanese and English languages;
that I am presently engaged as a translator in these languages;
that the attached document represents a true English translation of Japanese agreement entitled
Assignment Agreement (OK6048US).

I further declare that all statements made herein of my own knowledge are true and that all
statements made on information and belief are believed to be true; and further that these statements were
made with the knowledge that willful false statements and the like so made are punishable by fine or
imprisonment, or both, under Section 1001 of Title 18 of the United States Code, and that such willful
false statements may jeopardize the validity of the application or any patent issuing thereon.

Signed this 10th day of NOVEMBER, 2016.



Translator

Assignment Agreement

This Assignment Agreement, entered into by and between National University Corporation Shizuoka University (hereinafter, referred to as "Party A") and JNC CORPORATION (hereinafter, referred to as "Party B"), is made according to the following terms and conditions.

(Patent to be Assigned)

Article 1. Party A hereby confirms that Party A has a share concerning the right (hereinafter referred to as "the Right") to the patent in the United States of America for the invention (hereinafter referred to as "the Invention") relating to the following application, and assigns the share of 50% to Party B by this Agreement, in accordance with the provisions of the following Articles.

Application Number	14/116361 (International filing date: May 10th, 2012)
Country	US (United States of America)
Title of invention	Method and apparatus for producing carbon nanotubes
Inventor(s) of Party A	Inoue, Yoku; Ghemes, Adrian; Zhao, Haibo
Applicant(s)	National University Corporation Shizuoka University
Reference number of Party A	10071PCT-US
Share of Party A	100%

(Transfer of Title Procedures)

Article 2. After conclusion of this Agreement, Party A shall promptly deliver to Party B the deed of transfer necessary for the transfer of title.

2. Procedures relating to the transfer of title shall be conducted at the cost and responsibility of Party B.

(Patent Fees)

Article 3. The intellectual property rights related to the Right shall be co-owned by Party A and Party B, and Party B shall bear any cost related to acquiring the rights and any cost related to protecting the rights (hereinafter, collectively

referred to as "Cost") to be charged in and after March 21st, 2016.

(Payment of Consideration)

Article 4. Party B shall deliver 864,000 yen (tax included) as a consideration for the assignment of the Right, by the invoice issued by Party A, and in accordance with the delivery method and delivery due date stipulated in said invoice.

2. If Party B fails to deliver the aforementioned consideration for the assignment by the prescribed delivery date, Party B shall deliver a delinquent charge according to the number of days from the delivery due date to the date of delivery, calculated at a rate of 5% a year in addition to the unpaid amount.
3. Party A confirms that the consideration paid by Party B to Party A covers everything related to the Right, and shall not make separate additional claims arising from transferring a part of the Right to Party B, and moreover shall take measures to prevent the inventors of the Invention from making any additional claim.

(Obligation of Maintenance of Right)

Article 5. Party A shall deliver to Party B the deed of transfer stipulated in Article 2, and has the obligation of maintaining the Right until Party B completes the transfer of title procedures.

(Disposal of Share)

Article 6. Party A and Party B shall not, without prior written consent from the other party, transfer the share of the intellectual rights to a third party or establish a pledge for this purpose.

2. Party A and Party B shall, when they wish to renounce their share regarding the intellectual rights, notify the other party to the effect in a prior written notice.
3. When the share regarding the intellectual rights is renounced according to the provision in the preceding clause, said share is rightfully transferred to the other party, and when there are a plurality of other parties, the ratio of distribution shall be decided upon consultation.
4. When the share regarding the intellectual rights is renounced according to the provision in the previous clause, the renouncing party shall be relieved of payment of costs relating to the intellectual rights incurred after the other party receives the notice regarding said renouncement.

(Licensing, etc.)

Article 7. Party B, from the completion of the transfer of title and co-ownership by Party A and Party B until the expiration date of the term of the intellectual property rights regarding the Right, shall have exclusive license in the United States. When Party B executes the exclusive license, Party B shall pay Party A a consideration for contingent fees as a result of attaining the license, and said consideration shall be decided upon consultation by Party A and Party B in a separately stipulated License Agreement.

2. If Party A and Party B agree to license the intellectual property rights to a third party, Party A and Party B shall, upon prior consultation of the terms and conditions, enter into a separate written agreement between Party A and Party B.
3. Any license fees received as a result of the agreement in the preceding clause shall be distributed to each of Party A and Party B according to the share ratio of Party A and Party B.

(No Refund of Consideration)

Article 8. The consideration (hereinafter, referred to as "the Consideration") stated in Article 4 paid by Party B to Party A based on this Agreement shall not be refunded in general. However, if Party A violates the terms and conditions of this Agreement by reasons attributable to Party A, and Party B terminates this Agreement, Party B may claim the refund of an amount limited to the Consideration.

(Non-Disclosure)

Article 9. Party A and Party B shall not disclose the content of the Right, unless the application becomes public or comes into the public domain due to disclosure by a third party.

(Disputes with Third Parties)

Article 10. Party A and Party B shall consult on measures to be taken when a third party files for an opposition, an invalidation trial, a litigation or other equivalent procedure regarding the patent application of the Invention or intellectual property rights related to the Right, or when a dispute arises with a third party.

(Consultation)

Article 11. Any matter not stipulated in this Agreement or any doubt arising with respect to the interpretation of this Agreement shall be resolved upon consultation in good faith between Party A and Party B.

In witness whereof, the Parties hereto have caused this Agreement to be executed by their representatives in duplicate, each Party retaining one (1) copy thereof respectively.

March 30, 2016

Party A:	Yukihiro Ito, President National University Corporation Shizuoka University 836 Ohya, Suruga-ku, Shizuoka-Shi, Shizuoka-Prefecture
Party B:	Kazutoshi Miyazawa, General Manager, Corporate Research and Development Div. JNC CORPORATION 2-2-1 Otemachi, Chiyoda-ku, Tokyo

Abstract of the Contract of the Transfer of the Right

Owner:

NATIONAL UNIVERSITY CORPORATION SHIZUOKA UNIVERSITY

Assignee:

JNC CORPORATION

Share before transferring:

NATIONAL UNIVERSITY CORPORATION SHIZUOKA UNIVERSITY

-100

JNC CORPORATION

-0

Share after transferring:

NATIONAL UNIVERSITY CORPORATION SHIZUOKA UNIVERSITY

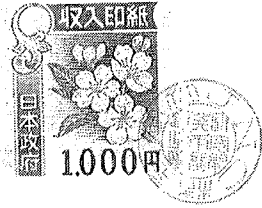
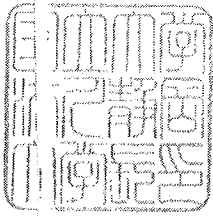
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JNC CORPORATION

-50

Date of Contract:

March 30, 2016 (2016. 3. 30)



譲渡契約書

国立大学法人静岡大学（以下「甲」という。）とJNC株式会社（以下「乙」という。）とは、次の各条によって譲渡契約（以下「本契約」という。）を締結するものとする。

（対象特許）

第1条 甲は、次に掲げる出願に係る発明（以下「本発明」という。）の米国における特許を受ける権利（以下「本件権利」という。）に関し、自己が持分を有していることを確認し、当該甲の持分の50%を次条の規定に従い、本契約をもって乙に譲渡する。

出願番号 14/116361
（国際出願日：平成24年5月10日）
出願国 US（米国）
発明の名称 カーボンナノチューブの製造方法及び製造装置
甲の発明者 井上翼、アードリアン ゲメス、ハイボ ジャオ
出願人 国立大学法人静岡大学
甲の整理番号 10071PCT-US
甲の持分 100%

（名義変更手続）

第2条 甲は、本契約締結後、速やかに名義変更に必要な譲渡証書を乙に送付する。

2 名義変更に関する手続は、乙が自己の費用と責任において行うものとする。

（特許料等）

第3条 本件権利に係る知的財産権は甲乙の共有とし、当該知的財産権に関して平成28年3月21日以降に請求される権利取得に関する費用、権利保全に関する費用（以下、併せて「諸費用」という。）は、乙が全て負担する。

（譲渡対価の支払い）

第4条 乙は、本件権利の譲渡の対価として金864,000円（消費税込）を、甲が発行する請求書により、当該請求書に定める納入方法と納入期限に従い納入しなければならない。

2 乙は、所定の納入期限までに前項の譲渡の対価を納入しないときは、納入期限から納入の日までの日数に応じ、その未納額に年5%の割合で計算した延滞金を納入しなければならない。

3 甲は、乙より甲へ支払う譲渡の対価が、本件権利に係るすべてであることを確認し、本件権利の一部を乙に承継させたことによる何ら別途の追加請求をせず、また、本発明の発明者が追加請求をしないよう措置するものとする。

PATENT

REEL: 040408 FRAME: 0133

(権利維持義務)

第5条 甲は、第2条に定める譲渡証書を乙に送付し、乙が名義変更手続を完了するまで、本件権利を維持する義務を負う。

(持分の処分)

第6条 甲及び乙は、相手方の書面による事前の同意を得ること無く、本知的財産権の持分を第三者に譲渡し、又はこれを目的として質権を設定してはならない。

2. 甲及び乙は、本知的財産権について自己の持分の放棄を希望するときは、その旨を相手方に対して事前に書面で通知しなければならない。
3. 前項の規定により本知的財産権について自己の持分を放棄した場合、当該持分は当然に相手方に移転し、相手方が複数存在する場合には、分配の比率を協議の上決めるものとする。
4. 前項の規定により本知的財産権について自己の持分を放棄した場合、放棄をした当事者は、当該放棄に係る通知を、相手方が受領した後に発生する本知的財産権に係る費用の負担を免れるものとする。

(実施等)

第7条 乙は、名義変更を完了し、甲乙の共有とした時から、本件権利に係る知的財産権の存続期間満了日まで、米国において独占的に実施をすることができる。なお乙が独占的に実施しようとするときは、乙が実施に至った成果の成功報酬の対価を甲に支払うものとし、当該対価は、別に定める実施契約において、甲乙協議の上決定するものとする。

2. 本知的財産権の実施を第三者に許諾することに甲乙合意した場合は、甲及び乙は条件などについて事前に協議のうえ、別途甲乙間で書面による契約を締結するものとする。
3. 前項の許諾により実施料を得た場合には、甲と乙の持分割合に応じて甲と乙の各々で配分するものとする。

(対価の不返還)

第8条 本契約にもとづき、乙から甲に支払われた第4条記載の対価(以下、「本対価」という。)は、原則として返還しない。ただし、甲の責めに帰すべき事由により甲が本契約の条項に違背し、乙が本契約を解除した場合、乙は、本対価を上限として甲にその返還を請求することができる。

(秘密保持)

第9条 甲及び乙は、本件権利の内容につき、これが出願公開になった場合、又は第三者の公表により公知になった場合を除き、第三者に開示してはならない。

(第三者との紛争)

第10条 甲及び乙は、本発明の特許出願及び本件権利に係る知的財産権について、第三者から特許異議申立、無効審判、訴訟若しくはこれらに相当する手続き提起されたとき、又は第三者との間で紛争が生じたときは、その対応方法について協議する。

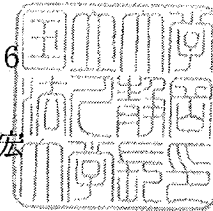
(協議)

第11条 本契約に定めがない事項又は本契約の解釈に疑義が生じたときは、甲乙誠意を持って協議して解決するものとする。

本契約の締結を証するため、本書2通を作成し、甲乙記名押印のうえ各1通を保有する。

平成28年 4 月 30 日

甲 静岡県静岡市駿河区大谷836
国立大学法人静岡大学
学 長 伊東 幸宏



乙 東京都千代田区大手町二丁目2番1号
JNC株式会社
研究開発本部長 宮澤 和利



