

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	CONFIRMATORY PATENT ASSIGNMENT AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
KABUSHIKI KAISHA TOSHIBA	10/06/2016
RECEIVING PARTY DATA	
Name:	TDK CORPORATION
Street Address:	3-9-1, SHIBAURA
City:	MINATO-KU, TOKYO
State/Country:	JAPAN
Postal Code:	108-0023
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14483992
CORRESPONDENCE DATA	
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ATTORNEY DOCKET NUMBER:	1244705-0006 US
NAME OF SUBMITTER:	DAVID M. TENNANT
SIGNATURE:	/David M. Tennant/
DATE SIGNED:	11/08/2016
Total Attachments: 4	
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CONFIRMATORY PATENT ASSIGNMENT AGREEMENT

This Confirmatory Patent Assignment Agreement (the “**Agreement**”), effective as of the date on which the last party executes the Agreement (the “**Effective Date**”), is made by Kabushiki Kaisha Toshiba, a Japan corporation, located at 1-1, Shibaura 1-chome, Minato-ku, Tokyo, Japan (“**Assignor**”), and TDK Corporation, a Japan corporation, located at 3-9-1, Shibaura, Minato-ku, Tokyo 108-0023, Japan (“**Purchaser**”).

WHEREAS, pursuant to an assignment of patent rights agreement entitled the Industrial Property Rights Agreement, dated May 16, 2016, Purchaser purchased certain assets of Assignor including all of its intellectual property rights and the patents and patent applications set forth in Section 1 below;

WHEREAS, Assignor has agreed to confirm the sale, assignment, transfer, and conveyance to Purchaser of, among other assets, the patents and patent applications set forth in Section 1 below;

WHEREAS, Purchaser desires to confirm its acquisition of all right, title, and interest in and to the patents and patent applications set forth in Section 1 below including the related rights described below; and

NOW THEREFORE, Assignor and Purchaser agree as follows:

1. Assignment. For good and valuable consideration, the receipt of which is hereby acknowledged, Assignor hereby does and agrees to, and confirms that it already has done the following, irrevocably sell, assign, transfer and convey to Purchaser and its successors and assigns, all right, title and interest that may exist today and in the future in and to any and all:
 - (a) the patents and patent applications listed in Exhibit A attached to this Agreement and any other patents and patent applications owned by Assignor as of or subsequent to the Effective Date;
 - (b) patents and patent applications to which any of the patents or patent applications listed in (a) directly or indirectly claim, or forms the basis for, priority anywhere in the world, including the right of priority;
 - (c) inventions, invention disclosures, designs and discoveries claimed in the items under (a) through (c) of Section 1 of this Agreement; and
 - (d) rights to apply for, file, register, maintain, extend and renew in any or all countries of the world patents, certificates of invention, utility models, industrial design protection, design patent protection and other governmental grants or issuances of any kind related to any of the items under (a) through (c) of Section 1 of this Agreement.
2. Further Actions. Assignor shall take such steps and actions, and provide such cooperation and assistance to Purchaser and its successors, assigns and legal representatives, including the execution

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and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence or perfect the assignment of the Patents contemplated hereby to Purchaser, or any assignee or successor.

3. Recordation. Assignor hereby authorizes and requests the Commissioner for Patents in the United States Patent and Trademark Office and the officials in any of the corresponding patent offices in the applicable jurisdictions to issue any and all patents, utility models or other governmental grants or issuances pertaining to any of the items assigned hereunder in the name of Purchaser.
4. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Agreement is entered into in connection with the Industrial Property Rights Agreement to which reference is made for a further statement of the rights and obligations of Assignor and Purchaser with respect to the sale of the Patents.
5. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.
6. Governing Law. This Agreement will be deemed to be made and in all respects will be interpreted, construed and governed by and in accordance with the laws of Japan without regard to the conflicts of laws principles thereof.
7. Successors and Assigns. This Agreement will inure to the benefit of Purchaser and its successors, assigns and other legal representatives and is binding upon Assignor and its successors, assigns, heirs and legal representatives.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives effective as of the Effective Date.

DATE: October 6, 2016

Kabushiki Kaisha Toshiba

By: Hideo KUMAGAI
Printed/Typed Name

Title: General Manager, Intellectual Property Division

Hideo Kumagai
Signature

ACCEPTED:

DATE: Oct. 12, 2016

TDK Corporation

By: Osamu HIKITA
Printed/Typed Name

Title: GENERAL MANAGER OF INTELLECTUAL
PROPERTY
(Position of the representative in the Corporation)

Osamu Hikita
Signature

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Exhibit A – U.S. Application Nos.

14/189,690
14/193,385
14/467,441
14/483,950
14/483,992
14/484,029