

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4314442

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT	
NATURE OF CONVEYANCE:	Corrective Assignment to correct the ASSIGNOR AND ASSIGNEE AS LISTED previously recorded on Reel 041528 Frame 0723. Assignor(s) hereby confirms the HAMLON PTY LIMITED SHOULD BE LISTED AS THE ASSIGNOR, AND ENUKANTO KABUSHIKI KAISHA (ENUKANTO CO., LTD.) SHOULD BE THE ASSIGNEE.	
CONVEYING PARTY DATA		
	Name	Execution Date
	HAMLON PTY LIMITED	11/04/2016
RECEIVING PARTY DATA		
Name:	ENUKANTO KABUSHIKI KAISHA (ENUKANTO CO., LTD.)	
Street Address:	HONMACHI 1-7-2	
Internal Address:	HATSUDAI HEIGHTS BUILDING 2ND FLOOR	
City:	SHIBUYA, TOKYO	
State/Country:	JAPAN	
Postal Code:	151-0071	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Patent Number:	6089385
CORRESPONDENCE DATA		
Fax Number:	(414)277-0656	
<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:	nncondie@michaelbest.com	
Correspondent Name:	MICHAEL BEST & FRIEDRICH LLP	
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Address Line 2:	SUITE 3300	
Address Line 4:	MILWAUKEE, WISCONSIN 53202	
ATTORNEY DOCKET NUMBER:	210213-9001-US00	
NAME OF SUBMITTER:	BRIAN K. DUTTON/NNC	
SIGNATURE:	/Brian K. Dutton/	
DATE SIGNED:	03/10/2017	
Total Attachments: 4		
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PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT4248124

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	CONFIRMATORY ASSIGNMENT AND CHAIN OF TITLE
CONVEYING PARTY DATA	
Name	Execution Date
ENUKANTO KABUSHIKI KAISHA (ENUKANTO CO., LTD.)	01/24/2017
RECEIVING PARTY DATA	
Name:	HAMLON PTY LIMITED
Street Address:	LEVEL 2, 68-72 WATERLOO ROAD
City:	MACQUARIE PARK, NSW
State/Country:	AUSTRALIA
Postal Code:	2113
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6089385
CORRESPONDENCE DATA	
Fax Number:	(202)347-1819
<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:	nncondie@michaelbest.com, dcipdocket@michaelbest.com
Correspondent Name:	MICHAEL, BEST & FRIEDRICH LLP
Address Line 1:	100 EAST WISCONSIN AVENUE
Address Line 2:	SUITE 3300
Address Line 4:	MILWAUKEE, WISCONSIN 53202
ATTORNEY DOCKET NUMBER:	210213-9001-US00
NAME OF SUBMITTER:	BRIAN K. DUTTON/NNC
SIGNATURE:	/Brian K. Dutton/
DATE SIGNED:	01/27/2017
Total Attachments: 3	
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CONFIRMATORY ASSIGNMENT AND CHAIN OF TITLE

I, Toshio Nozawa, am the sole inventor of the subject matter of U.S. Patent No. 6,089,385 and the President of Eukanto Co., Ltd.

On, June 9, 1999, I assigned all right, title and interest in U.S. Patent No. 6,098,385 to my company Eukanto Kabushiki Kaisha (Eukanto Co., Ltd.). See Reel/Frame No. 010054/0420.

On February 20, 2008, Eukanto Co., Ltd. entered into an Exclusive Distribution Agreement with Hamlon Pty Ltd. As part of the agreement, Hamlon Pty Ltd. would become the exclusive distributor of products produced by Eukanto (the "Eukanto Products") in Australia, New Zealand, Europe, and North America. Eukanto granted Hamlon a fully paid up royalty free exclusive license to U.S. Patent 6,089,385 for consideration for entering into the Exclusive Distribution Agreement. See Reel/Frame No. 039723/0242.

The February 20, 2008 Agreement provided for Termination:

8. Termination

(a) **Notice of Termination.** Unless otherwise stated herein if any party to this Agreement should breach any obligation herein or in any individual contract to be entered hereunder, the non-defaulting party may give written notice to the defaulting party specifying the respect in which the defaulting party has breach this Agreement, in the event that such breach is not remedied within thirty (30) days after such notice, the non-defaulting party may, by written notice to the defaulting party, terminate this Agreement effective immediately.
See Reel/Frame No. 039723/0245.

The February 20, 2008 Agreement specified that Hamlon as the Distributor would use its "best efforts" to solicit orders and sell the Eukanto Products. See Paragraph 5(a) of the Agreement, Reel/Frame No. 039723/0244.

On June 18, 2012, Eukanto and Hamlon entered into an "Amendment to Exclusive Distribution Agreement." The Amendment states that it was to clarify and amend the terms of Hamlon's exclusive license as follows: "This Amendment leaves in place the reciprocal license of Eukanto to any Hamlon's patent right in Japan through the term of U.S. Patent No. 6,089,385, and Hamlon's exclusive license for the patent term." To facilitate the promotion of sales of the Eukanto Products, the Amendment stated that "Eukanto will sign a short document witnessing the exclusive license to Hamlon of U.S. Patent No. 6,089,385, including Hamlon's obligations to maintain and enforce the patent, and Hamlon can use the short document to prove its licensing rights without revealing the other terms of the Exclusive Distribution Agreement and this Amendment" for "Advertising." Eukanto has never agreed to use the "Exclusive Patent License" for other than "Advertising." See Reel/Frame No. 039723/0251.

On June 18, 2012, to promote and expand sales of the Eukanto Products, a paper entitled "Exclusive Patent License" was signed which stated "Licensor, for adequate consideration received, grants to Licensee an exclusive license to U.S. Patent No. 6,089,385, which shall not be revocable subject to Licensee paying all maintenance fees, and Licensee shall maintain and

enforce in its own name and its own cost through the term thereof." The "Exclusive Patent License" was intended to leave in place Hamlon's exclusive license as set forth in the February 20, 2008 Agreement. See Reel/Frame No. 039723/0247.

Prior to entry into force of the "Amendment to Exclusive Distribution Agreement," Hamlon proposed that, in "situations where a U.S. customer wishes to buy the product obtained by Hamlon from Eukanto, but they cannot afford to purchase the product because of the price, Eukanto would accept a royalty payment from Hamlon to allow Hamlon to manufacture the product in another country for less money," and that the "royalty shall be 5% of the net sales price received by Hamlon for such product sales." Eukanto definitely declined the proposal. Accordingly, the Amendment was executed without the proposed terms.

On November 27, 2015, Eukanto notified Hamlon in writing that the February 20, 2008 Agreement would be terminated due to Hamlon's failure to solicit and sell any of the Eukanto Products during the seven years the Agreement was in force, giving 30 days for Hamlon to remedy pursuant to Paragraph 8 of the Agreement. See Reel/Frame No. 039308/0388.

On January 14, 2016, Eukanto notified Hamlon in writing that the February 20, 2008 Agreement was terminated as of December 31, 2015 pursuant to Paragraph 8 of the Agreement. See Reel/Frame No. 039308/0390.

The termination of the Agreement pursuant to paragraph 8 terminates the reciprocal patent licenses granted. Accordingly, the Amendment to Exclusive distribution Agreement of June 18, 2012 and the Exclusive Patent License of June 18, 2012, both of which are dependent on the Agreement, were also terminated as of December 31, 2015 due to the Hamlon's failure.

The termination of the Agreement was recorded. See Reel/Frame Nos. 039216/0979, 039308/0386 and 039637/0974.

The recordings of Reel/Frame Nos. 039723/0239 and 039824/0155 were made by Hamlon without authorization by Eukanto and thus are invalid. Hamlon's future recordation of an assignment, an exclusive license or any other license concerning U.S. Patent No. 6,089,385 with alleged validity of an exclusive license, any alleged authorization, any alleged assignment or any other alleged license by Eukanto is invalid and gives no legal effect to Hamlon.

Toshio Nozawa November 4, 2016
Toshio Nozawa Date
President
Eukanto Co., Ltd.