

<b>PATENT ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT4331512

<b>SUBMISSION TYPE:</b>	CORRECTIVE ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Corrective Assignment to correct the ASSIGNOR AND ASSIGNEE AS LISTED ON TITLE previously recorded on Reel 041528 Frame 0723. Assignor(s) hereby confirms the HAMLON PTY LIMITED SHOULD BE THE ASSIGNOR, ENUKANTO KABUSHIKI KAISHA (ENUKANTO CO., LTD.) SHOULD BE THE ASSIGNEE.

**CONVEYING PARTY DATA**

Name	Execution Date
HAMLON PTY LIMITED	01/24/2017

**RECEIVING PARTY DATA**

<b>Name:</b>	ENUKANTO KABUSHIKI KAISHA (ENUKANTO CO., LTD)
<b>Street Address:</b>	HONMACHI 1-7-2
<b>Internal Address:</b>	HATSUDAI HEIGHTS BUILDING 2ND FLOOR
<b>City:</b>	SHIBUYA, TOKYO
<b>State/Country:</b>	JAPAN
<b>Postal Code:</b>	151-0071

**PROPERTY NUMBERS Total: 1**

Property Type	Number
<b>Patent Number:</b>	6089385

**CORRESPONDENCE DATA**

**Fax Number:** (414)277-0656  
*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.*

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**Correspondent Name:** MICHAEL BEST & FRIEDRICH LLP

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<b>ATTORNEY DOCKET NUMBER:</b>	210213-9001-US00
<b>NAME OF SUBMITTER:</b>	BRIAN K. DUTTON/NNC
<b>SIGNATURE:</b>	/Brian K. Dutton/
<b>DATE SIGNED:</b>	03/22/2017

**Total Attachments: 6**

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**PATENT ASSIGNMENT COVER SHEET**

Electronic Version v1.1  
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EPAS ID: PAT4248124

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	CONFIRMATORY ASSIGNMENT AND CHAIN OF TITLE

**CONVEYING PARTY DATA**

Name	Execution Date
ENUKANTO KABUSHIKI KAISHA (ENUKANTO CO., LTD.)	01/24/2017

**RECEIVING PARTY DATA**

<b>Name:</b>	HAMLON PTY LIMITED
<b>Street Address:</b>	LEVEL 2, 68-72 WATERLOO ROAD
<b>City:</b>	MACQUARIE PARK, NSW
<b>State/Country:</b>	AUSTRALIA
<b>Postal Code:</b>	2113

**PROPERTY NUMBERS Total: 1**

Property Type	Number
Patent Number:	6089385

**CORRESPONDENCE DATA**

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<b>ATTORNEY DOCKET NUMBER:</b>	210213-9001-US00
<b>NAME OF SUBMITTER:</b>	BRIAN K. DUTTON/NNC
<b>SIGNATURE:</b>	/Brian K. Dutton/
<b>DATE SIGNED:</b>	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. 6,089,385 to my company Eukanto Kabushiki Kaisha (Eukanto Co., Ltd., "Eukanto"). See Reel/Frame No. 010054/0420.

On February 20, 2008, Eukanto Co., Ltd. entered into an Exclusive Distribution Agreement ("the Agreement") with Hamlon Pty Ltd ("Hamlon"). As part of the agreement, Hamlon 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 Agreement further provided for parties obligations as follows:

1. Appointment of Distributor

\* \* \*

(b) Field and Territory

\* \* \*

**Distributor agrees not to distribute or sell products acquired from any other person which are similar to the Products if distribution or sale by Distributor of such similar products are competitive with distribution or sale of Products and infringe upon intellectual property rights of ENUKANTO.**

On information and belief, Hamlon breached the Agreement by granting sub-license to an American company to import and sell products in the United States. Accordingly, the termination of the Agreement under the Termination clause of paragraph 8 of the Agreement above is proper.

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 and breach.

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      24.1.2017  
Toshio Nozawa      Date  
President  
Eukanto Co., Ltd.