

## 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>
	MURA TECHNOLOGY, CO., LTD.	12/06/2016
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	JACOBS CHUCK MANUFACTURING (SUZHOU) CO., LTD.	
<b>Street Address:</b>	NO. 26 BAIYU ROAD	
<b>City:</b>	SUZHOU	
<b>State/Country:</b>	CHINA	
<b>PROPERTY NUMBERS Total: 1</b>		
	<b>Property Type</b>	<b>Number</b>
	<b>Application Number:</b>	15317473
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(704)444-9137	
<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>	704-347-6477	
<b>Email:</b>	lmcmiller@mcnair.net, Lynn_McMiller@mcnair.foundationip.com	
<b>Correspondent Name:</b>	CHAD L. THORSON	
<b>Address Line 1:</b>	101 SOUTH TRYON STREET, SUITE 2610	
<b>Address Line 2:</b>	MCNAIR LAW FIRM, P.A.	
<b>Address Line 4:</b>	CHARLOTTE, NORTH CAROLINA 28280	
<b>ATTORNEY DOCKET NUMBER:</b>	703752/00002	
<b>NAME OF SUBMITTER:</b>	CHAD L. THORSON	
<b>SIGNATURE:</b>	/Chad L. Thorson, Reg. No. 55675/	
<b>DATE SIGNED:</b>	11/09/2017	
<b>Total Attachments: 9</b> source=Assn2#page1.tif source=Assn2#page2.tif source=Assn2#page3.tif source=Assn2#page4.tif source=Assn2#page5.tif source=Assn2#page6.tif		

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## TECHNOLOGY ASSIGNMENT AGREEMENT

THIS TECHNOLOGY ASSIGNMENT AGREEMENT (the "Agreement") is by and between MURA TECHNOLOGY, CO., LTD., a Japan company, with an address at MURA TECHNOLOGY, CO., LTD, 5-21-11, Ibukidai higashimachi, Nishi-ku, Kobe, Hyogo, 651-2242, Japan ("Assignor") and JACOBS CHUCK (SUZHOU) MANUFACTURING CO. LTD., a China company, with an address at No. 26 Baiyu Road, Suzhou SIP, China (the "Assignee"). This Agreement shall be effective on the last signature date set forth below (the "Effective Date").

### WITNESSETH:

WHEREAS, Assignor and Assignee have cooperated for years on the development of certain chuck technology described at least in part in the patents and patent applications set forth in Schedule A (collectively, the "Patents"), which were assigned to and/or filed under the name of Assignor

WHEREAS Assignor desires to assign to Assignee all right, title and interest in and to such Patents; and

WHEREAS, Assignee desires to acquire the entire right, title and interest in and to such Patents;

NOW, THEREFORE, in consideration for the mutual promises contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

#### 1. Assignment of Patents.

- (a) Assignor hereby assigns, grants, transfers, conveys and relinquishes exclusively to Assignee, its successors, assigns and legal representatives, all of Assignor's right, title and interest in and to the Patents, and the inventions disclosed in said Patents and any improvements thereto, throughout the world, including all claims and causes of action for damages for past infringement, and all divisions, reexaminations, reissues, substitutions, continuations, continuations in part and extensions thereof, including the right to file applications, claim priority thereto, and obtain patents, utility models, industrial models and designs for said inventions and improvements in Assignee's own name throughout the world including all rights of priority, all rights to publish cautionary notices reserving ownership of said inventions and all rights to register said inventions in appropriate registries.
- (b) Assignor shall, to confirm the assignment of the Patents, cause the inventors on said Patents to first execute the recordable assignment document attached hereto as Exhibit B, and second execute concurrently with the execution of this Agreement the recordable assignment document attached hereto as Exhibit A, which assignment document is incorporated into this Agreement in its entirety and which documents may be individually recorded in the various patent offices, as appropriate.
- (c) Upon execution of this Agreement, Assignor will promptly disclose to Assignee all information developed by Assignor, its officers, employees, agents, or affiliates, relating to the subject matter of the Patents, including any drawings, specifications, or other materials. Assignor agrees that it will communicate to Assignee or its representatives any facts known to Assignor respecting the Patents and the technology and inventions described in and covered by the Patents, and testify in any legal proceedings, sign all lawful papers, execute all divisional, continuing and reissue applications, make all rightful oaths and generally do everything possible to aid Assignee, its successors, assigns and nominees, to perfect such right, title and interest in the Patents in Assignee and to obtain and enforce proper protection for the Patents in all countries, and Assignee asserts that it will not execute any agreements inconsistent therewith.
- (d) Assignor shall transfer, or cause to be transferred to, Assignee (or its designee or representatives) the complete original files related to the Patents, all documents and files in its possession, custody or control, including those in the possession, custody or control of attorneys or agents of Assignor, that are related to the procurement of the Patents from the relevant government entities and all additional

information that Assignee may need to continue prosecution of the Patents. Assignor agrees to instruct its legal counsel and/or other agents to cooperate fully with Assignee to, based solely on Assignee's instructions, effectuate and record the transfer of the Patents to Assignee, file national stage applications or other applications that claim priority to the Patents, prosecute any pending patent applications, and transfer any files related to the Patents and control of the Patents to Assignee's legal counsel and/or patent agents as Assignee see fit.

- (e) Assignee shall have the complete and sole authority and discretion to, at its own expense, file, prosecute, maintain, abandon, defend, and enforce the Patents and any related Patents assigned hereunder, and to file child applications claiming priority to the Patents or directed to any improvements to the subject matter described in the Patents.

2. Payment. In consideration of the assignment of the Patents to Assignee and other rights granted to Assignee under this Agreement, Assignee agrees to pay to Assignor an amount as provided below:

- (a) a first one-time payment of \$25,000 USD within thirty (30) calendar days after the Effective Date;
- (b) a second one-time payment of \$25,000 USD within thirty (30) calendar days after a chunk that incorporates technology claimed in any of the Patents passes the JACOBS CHUCK qualification tests to the satisfaction of Assignee; and
- (c) a "Royalty" on any products sold by Assignee that, but for the Assignee's ownership of the Patents, the sale of which would infringe at least one claim of a granted and enforceable Patent (a "Covered Product"), the Royalty rate to be as follows:
  - a. \$0.15 USD per Covered Product sold by Assignee during the first three (3) years after the first of the Patents grants with claims that cover the sale of a Covered Product (the "Initial Royalty Period"); and
  - b. \$0.03 USD per Covered Product sold after the Initial Royalty Period until the date that the last of the Patents with claims that cover the sale of a Covered Product becomes expired, abandoned, terminated, or otherwise unenforceable.

3. Payment Procedure. Assignee shall compute the Royalty due to Assignor each calendar quarter and shall furnish to Assignor complete and accurate royalty statements, within ninety (90) days following the end of each calendar quarter during the term of this Agreement (the "Royalty Statements"). Royalty Statements must report the total number of Covered Products sold during the previous quarter. Simultaneously with the mailing of such Royalty Statement, Assignee shall pay all Royalties due to Assignor with respect to such Royalty Statement. All payment made under this Agreement shall be made via wire transfer

SUMITOMO MITSUI BANKING CORPORATION, KOBE MAIN OFFICE

BRANCH NO. 500

SWIFT CODE: SMBCJPJT

ACCOUNT NO.0128413

ACCOUNT NAME: MURA TECHNOLOGY, LTD.

Any taxes of any kind whatsoever in connection with payments made hereunder to Assignor shall be borne exclusively by Assignor.

4. Representations and Warranties. Assignor hereby represents and warrants that:

- (a) Assignor owns full and complete right, title and interest in and to the Patents and has the full power to assign its entire right, title and interest in and to the Patents;

- (b) Assignor does not have any agreement, license, arrangement, obligation, or understanding, express or implied or by operation of law, with any third party or organization relating to or limiting the ownership of, or right to exercise or transfer, all or any of the Patents and the assignment and transfer of the Patents pursuant to this Agreement will not be in violation of any covenant, agreement or other obligation of Assignor;
- (c) Assignor has not performed any acts or made any statements, or failed to perform any acts or make any statements, which would adversely affect either the validity or enforceability of any of the Patents;
- (d) for each of the Patents and the technology described therein, there are not, have not been, and Assignor has no reason to believe there will be any: (i) liens or other encumbrances; (ii) consent or other settlement agreements; (iii) claims of infringement of the intellectual property rights of any third party or challenges to the inventorship, ownership, or the validity of the Patents; or (iv) any administrative proceedings or actions before the United States Patent and Trademark Office; and
- (e) Assignor does not own, has never filed or registered, and does not know of any other intellectual property rights that not already assigned or licensed to Assignee that would be required in order for Assignee, its customers, end product users, and affiliates, to fully practice and commercialize the technology described in or covered by the Patents. To the extent that there are any other intellectual property rights not assigned herein that are retained by Assignor and that could arguably cover the Covered Products or subject matter described in or covered by the Patents, Assignor hereby grants to Assignee a worldwide, perpetual, royalty-free, non-exclusive license under any such intellectual property rights to allow Assignee to fully practice and commercialize the Covered Products and the technology described in or covered by the Patents.

5. Enforcement.

- (a) Assignor shall not initiate or participate or assist, formally or informally, directly or indirectly, in any challenge, litigation, investigation, reissue, reexamination, cancellation or other opposition in any jurisdiction ("Adverse Proceeding") to the extent such Adverse Proceeding challenges the scope, enforceability, validity, ownership or other right pertaining to the Patents.
- (b) Upon the request of Assignee, Assignor shall reasonably cooperate with Assignee in any investigation, litigation or other proceeding instituted by Assignee after the Effective Date relating the Patents, at the expense of Assignee.

6. Confidentiality. The parties acknowledge and agree that the information contained herein shall be kept confidential and shall not, without prior written consent of both parties, be disclosed in any manner whatsoever, in whole or in part, except that Assignee may record the attached assignment agreements of Exhibit A and Exhibit B or otherwise as necessary to perform under or to enforce the terms and/or conditions of this Agreement or as may be required by law, including subpoena and court order. However, each party shall each have the right to disclose information to its respective directors, officers, employees, prospective managers, and legal, financial and advertising advisers (collectively, the "Agents") provided that such Agents shall each be bound to treat said information as confidential.

7. Independent Contracts. The relationship between Assignee and Assignor shall be as independent contractors. Nothing contained in this Agreement shall be deemed to create any association, partnership, employment, joint venture or agency relationship between the parties. Neither party has any right or authority to assume or create any obligations of any kind or to make any representation or warranty on behalf of the other party, whether express or implied, or to bind the other party in any respect whatsoever.

8. Assignment. This Agreement is binding upon and shall inure to the benefit of the parties hereto and their successors and assigns.

9. Choice of Law and Jurisdiction. To the full extent permitted by law, this Agreement shall be governed by and construed exclusively in accordance with the laws of the State of Maryland, United States of America, excluding its conflict of law principles. The sole and exclusive jurisdiction for any action relating to this

Agreement shall be the state or federal courts in Baltimore, Maryland, United States of America, and the parties consent to such jurisdiction and waive and agree not to plead or claim that any such action or proceeding has been brought in an inconvenient forum.

10. Miscellaneous. No waiver of any right, remedy, default or breach of this Agreement by either party shall be deemed a waiver of any other right, remedy, default or breach. All amendments and modifications of this Agreement shall be made by written document signed by both parties. If at any time, any provision of this Agreement is or becomes illegal, invalid, or unenforceable, in any respect under the law of any jurisdiction, the legality, validity, or enforceability of the remaining provisions shall in no way be affected or impaired. This Agreement may be executed in counterparts and by facsimile, and each counterpart shall constitute a valid, binding Agreement upon full execution. This Agreement and the attached exhibit and schedules form the entire agreement between the parties relating to the subject matter of this Agreement and supersede all prior communications, written or oral, between the parties.

11. Term and Survival. The "Term" of this Agreement shall be from, and including, the Effective Date until the expiration date of the last to expire of the Patents. The following Sections will survive termination or expiration of this Agreement: Sections 1 and 4-11.

IN WITNESS WHEREOF, the parties have duly executed this Technology Agreement as of the date set forth above.

ASSIGNOR:  
MURA TECHNOLOGY, CO., LTD

ASSIGNEE:  
JACOBS CHUCK (SUZHOU)  
MANUFACTURING CO. LTD

By: Daijiro NAKAMURA

By: Logan Han

Name: Daijiro NAKAMURA

Name: Logan Han

Title: President

Title: Plant Gen

Date: December 21, 2016

Date: 12-6-2016

**SCHEDULE A****PATENTS**

No.	Nagata law firm Ref. No.	Type	Title of the Invention	Patent Application Filing Date	Patent Application Filing Number	Patent Grant Date	Applicant Name	Publication No.
1	P-4165	JP Patent App.	SCREW STRUCTURE AND CHUCK DEVICE	August 23, 2013	2013-173147	Not yet granted	MURA TECHNOLOGY, CO., LTD	JP2015039756 (A)
2	P-4216	JP Patent App.	CHUCK DEVICE	December 13, 2013	2013-257588	Not yet granted	MURA TECHNOLOGY, CO., LTD	JP2015112694 (A)
3-1	P-4311	JP Patent App.	CHUCK DEVICE	June 10, 2014	2014-119204	Not yet granted	MURA TECHNOLOGY, CO., LTD	JP2015231649 (A)
3-2	WP156	WIPO Patent App.	CHUCK DEVICE	January 13, 2015 (priority date June 10, 2014)	PCT/JP2015/050624	Not yet granted	MURA TECHNOLOGY, CO., LTD	WO2015190120
4	P-3928	JP Patent App.	CHUCK DEVICE	June 11, 2012	2012-131528	JP6026 788B	MURA TECHNOLOGY, CO., LTD	JP2013255949 (A)
<del>5</del>	<del>P-3933</del>	<del>JP Patent App.</del>	<del>ROTATION CONVERTING MECHANISM AND CHUCK DEVICE</del>	<del>June 11, 2012</del>	<del>2012-131529</del>	<del>Not yet granted</del>	<del>MURA TECHNOLOGY, CO., LTD</del>	<del>JP2013255950 (A)</del>
6	P-4477	JP Patent App.	CHUCK DEVICE	June 11, 2015	2015-118492	Not yet granted	MURA TECHNOLOGY, CO., LTD	TBD

## Exhibit A

### **PATENT ASSIGNMENT AGREEMENT**

THIS PATENT ASSIGNMENT AGREEMENT (the "Agreement") is by and between MURA TECHNOLOGY, CO., LTD., a Japan company, with an address at 5-21-11, Ibukidai higashimachi, Nishi-ku, Kobe, Hyogo, 651-2242, Japan ("Assignor") and JACOBS CHUCK (SUZHOU) MANUFACTURING CO. LTD., a China company, with an address at No. 26 Baiyu Road, Suzhou SIP, China (the "Assignee"). This Agreement shall be effective on the last signature date set forth below (the "Effective Date").

#### WITNESSETH:

WHEREAS, the Assignor and the Assignee are parties to that certain Technology Agreement dated as of December 2, 2016 (the "Technology Agreement");

WHEREAS, Assignor is the owner of all right, title and interest in and to certain patentable inventions, patent applications and patents set forth in Table 1 (collectively, the "Patents"), which, pursuant to the Technology Agreement, Assignor desires to assign to Assignee;

WHEREAS, Assignee desires to acquire the entire right, title and interest in and to such Patents and to memorialize the assignment of the Patents in this Agreement for recording at one or more patent offices; and

WHEREAS, to comply with the legal requirements of some countries for recordation of this assignment (e.g., 37 C.F.R. § 3.21 in the United States), ASSIGNOR and ASSIGNEE hereby authorize insertion of the additional application number(s), filing date(s), and priority claim(s) for applications claiming priority to the patent applications identified in Table 1, after they become known and prior to recordation of this Agreement:

**TABLE 1**

Country / Region	Application No.	Filing Date	Which claims priority to (application no. and filing date of application to which priority is claimed):
JP	2013-173147	August 23, 2013	
JP	2013-257588	December 13, 2013	
JP	2014-119204	June 10, 2014	
WIPO	PCT/JP2015/050624	January 13, 2015	which claims priority to JP 2014-119204 filed on June 10, 2014
JP	2012-131528	June 11, 2012	
JP	2012-131529	June 11, 2012	
JP	2015-118492	June 11, 2015	

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR hereby sells, assigns and transfers unto ASSIGNEE, its successors, assigns and legal representatives, the full and exclusive right to the inventions, as described in the aforesaid application(s), including patent, design, copyright and any other intellectual property rights, any provisional, non-provisional, continuation,



continuation-in-part, divisional, reissue, reexamination, foreign, PCT, national stage, or other patent application or like document, and any other application which claims priority to said application, including the rights to sue for all past and future infringement and other causes of action related to said inventions, in all countries, together with the right to claim priority under the Paris Convention for the Protection of Industrial Property, the Inter-American Convention Relating to Patents, Designs and Industrial Models, and any other international agreements, and hereby authorizes and requests the Patent Offices around the world to issue all Letters Patent to ASSIGNEE, for the sole use and benefit of ASSIGNEE, its successors, assigns and legal representatives.

ASSIGNOR also agrees to and does hereby grant, assign and transfer to ASSIGNEE, its successors, assigns and legal representatives, without further remuneration, a like interest in and to any improvements, related new matter, and derivative works, and applications based thereon, growing out of or relating to the inventions; and to provide all reasonable assistance and execute any papers, if accurate, desired by ASSIGNEE, its successors, assigns and legal representatives, to preserve, acquire and/or perfect ASSIGNEE's full protection and title in and to the inventions, any improvements, and any aforementioned patent applications.

ASSIGNOR and ASSIGNEE further agree that, if any court of competent jurisdiction determines that any portion of this Assignment is invalid or unenforceable, the remainder of the Assignment shall not thereby be affected and shall be given full effect by the court, without regard to the invalid or unenforceable portion(s).

IN WITNESS WHEREOF, the parties have duly executed this Patent Assignment Agreement as of the date set forth above.

ASSIGNOR:  
MURA TECHNOLOGY, CO., LTD.

ASSIGNEE:  
JACOBS CHUCK (SUZHOU)  
MANUFACTURING CO. LTD.

By: Daijiro NAKAMURA

By: Logan Han

Name: Daijiro NAKAMURA

Name: Logan Han

Title: President

Title: Plant Gm

Date: December 01, 2016

Date: 12.6.2016

## Exhibit B

### INVENTOR PATENT ASSIGNMENT & DECLARATION

WHEREAS, the undersigned inventor(s) (hereinafter singly and collectively, "ASSIGNOR") of the addresses indicated below, have invented subject matter disclosed and/or claimed in the patent or design application(s) identified in the attached Schedule 1. To comply with the legal requirements of some countries for recordation of this assignment (e.g., 37 C.F.R. § 3.21 in the United States), ASSIGNOR and ASSIGNEE hereby authorize insertion of the additional application number(s), filing date(s), and priority claim(s) for applications claiming priority to the patent applications identified in Schedule 1, after they become known and prior to recordation of this assignment:

Country / Region	Application No.	Filing Date	Which claims priority to (application no. and filing date of application to which priority is claimed):
JP	2013-173147	August 23, 2013	
JP	2013-257588	December 13, 2013	
JP	2014-119204	June 10, 2014	
WIPO	PCT/JP2015/050624	January 13, 2015	which claims priority to JP 2014-119204 filed on June 10, 2014
JP	2012-131528	June 11, 2012	
JP	2012-131529	June 11, 2012	
JP	2015-118492	June 11, 2015	

WHEREAS, MURA TECHNOLOGY, CO., LTD. (hereinafter "ASSIGNEE"), a Japan company, with an address at 5-21-11, Ibukidai higashimachi, Nishi-ku, Kobe, Hyogo, 651-2242, Japan, is desirous of memorializing its interest in the invented subject matter and the patent or design application(s);

NOW, THEREFORE, the undersigned ASSIGNOR hereby confirms that ASSIGNOR is an officer, full time employee, part time employee, past employee, or a contractor of ASSIGNEE or a company associated with ASSIGNEE, and has either already assigned or is under an obligation to assign to ASSIGNEE any inventions developed within the scope of ASSIGNOR's engagement with ASSIGNEE or the associated company. ASSIGNOR hereby further confirms that ASSIGNOR developed the subject matter of the inventions within the scope of ASSIGNOR's duties to and at the expense of ASSIGNEE and/or the company associated ASSIGNEE, and ASSIGNOR recognizes that the ASSIGNEE owns the inventions as described in the aforesaid application. Nonetheless to comport with Patent Office procedures, ASSIGNOR memorializes that relationship in the form of this assignment; and

THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR hereby sells, assigns and transfers unto ASSIGNEE, its successors, assigns and legal representatives, the full and exclusive right to the inventions, as described in the aforesaid application(s), including patent, design, copyright and any other intellectual property rights, any provisional, non-provisional, continuation, continuation-in-part, divisional, reissue, reexamination, foreign, PCT, national stage, or other patent application or like document, and any other application which claims priority to said application, including the rights to sue for all past and future

the world to issue all Letters Patent to ASSIGNEE, for the sole use and benefit of ASSIGNEE, its successors, assigns and legal representatives.

ASSIGNOR also agrees to and does hereby grant, assign and transfer to ASSIGNEE, its successors, assigns and legal representatives, without further remuneration, a like interest in and to any improvements, related new matter, and derivative works, and applications based thereon, growing out of or relating to the inventions; and to provide all reasonable assistance and execute any papers, if accurate, desired by ASSIGNEE, its successors, assigns and legal representatives, to preserve, acquire and/or perfect ASSIGNEE's full protection and title in and to the inventions, any improvements, and any aforementioned patent applications.

ASSIGNOR and ASSIGNEE further agree that, if any court of competent jurisdiction determines that any portion of this Assignment is invalid or unenforceable, the remainder of the Assignment shall not thereby be affected and shall be given full effect by the court, without regard to the invalid or unenforceable portion(s).

FURTHERMORE, each undersigned ASSIGNOR hereby individually declares that:

- (i) the above-identified application(s) were made or authorized to be made by me;
- (ii) I believe that I am the original inventor or an original joint inventor of a claimed invention in the application;
- (iii) I acknowledge the duty to disclose to the U.S. Patent Office all information known to be material to patentability; and
- (iv) 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 years, or both.

**EXECUTED** below by ASSIGNOR:

Inventor Name: Daijiro NAKAMURA

Signature: Daijiro NAKAMURA

Residence & mailing address: 5-21-11, Ibukidai higashimachi, Nishi-ku, Kobe, Hyogo, 651-2242, Japan

Citizenship: JAPAN

Date: December 01, 2016

**EXECUTED** below by ASSIGNEE (MURA TECHNOLOGY, CO., LTD.):

Name & Title: Daijiro NAKAMURA

Signature: Daijiro NAKAMURA

Date: December 01, 2016