# 505129012 10/05/2018 PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:			NEW ASSIGNMENT				
NATURE OF CONVEYAN	ICE:		ASSIGNMENT				
CONVEYING PARTY DA	ATA						
			Name		Execution Date		
SEIKO PRECISION INC.	1				09/20/2018		
RECEIVING PARTY DA	TA						
Name:	SEIKO I	INST	RUMENTS INC.				
Street Address:	8, NAKA	ASE 1	I-CHOME, MIHAMA-KU				
City:	CHIBA-	SHI, (	СНІВА				
State/Country:	JAPAN						
Postal Code:	261-850	)7					
					·		
PROPERTY NUMBERS	Total: 3						
Property Type			Number				
Application Number:	-	15992	2544				
Application Number:	-	15992	2555				
Application Number:	-	15992	2581				
			204 4000				
Fax Number:		. ,	321-4299 <b>e-mail address first; if that is uns</b>	uccessful	it will he sent		
			at is unsuccessful, it will be sen				
Phone:	3	312-3	21-4200				
		kawa@brinksgilson.com, usassignments@brinksgilson.com					
		ASHI HORIE/KOH HINOKAWA					
			BOX 10395 CAGO, ILLINOIS 60610				
ATTORNEY DOCKET NUMBER:		11106/1082; /1083; /1084					
NAME OF SUBMITTER:		TADASHI HORIE					
SIGNATURE:		/Tadashi Horie/					
DATE SIGNED:			10/05/2018				
Total Attachments: 4							
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### ASSIGNMENT AGREEMENT

This ASSIGNMENT AGREEMENT (this "Assignment") is entered into as of the last day written below by and between SEIKO Precision Inc., a corporation organized and existing under the laws of Japan, having a place of business at 563, Takatsukashinden, Matsudo-shi, Chiba 270-2222 Japan, ("Assignor"), and Seiko Instruments Inc., a corporation organized and existing under the laws of Japan, having a place of business at 8, Nakase 1chome, Mihama-ku, Chiba-shi, Chiba 261-8507 Japan ("Assignee") (each, a "Party," and collectively, the "Parties").

WHEREAS, Assignor has agreed to assign to Assignee, and Assignee desires to receive from Assignor, all of Assignor's right, title and interest in and to the patent applications identified on Schedule A attached hereto (the "Patent Applications").

NOW, THEREFORE, in consideration of the premises and the mutual agreements and covenants hereinafter set forth, the Parties hereto agree as follows:

1. <u>Assignment</u> (a) Assignor hereby irrevocably assigns, transfers, conveys and delivers to Assignee, free end clear of any Encumbrances (other than Permitted Encumbrances), and Assignee hereby receives from Assignor, all of Assignor's right, title and interest in and to the Patent Applications for the United States and for all foreign countries, including, without limitation, the inventions and improvements described and claimed therein, all reissuances, revisions, divisionals, continuations, extensions, continuations-in-part and counterparts thereof and all corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter arising or in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the

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same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all rights to collect royalties, products and proceeds in connection with any of the foregoing and all rights to sue and recover damages or other relief for all past, present or future infringement, misappropriation or other violation of any of the foregoing, and all rights corresponding thereto throughout the world.

(b) Assignor hereby requests the Commissioner of Patents and Trademarks in the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries or multinational authorities, to record Assignee as the assignee and owner of the Patent Applications and to deliver to Assignee, and to Assignee's attorneys, agents, successors or assigns, all official documents and communications as may be warranted by this Assignment.

2. <u>Further Action</u>. Assignor and Assignee shall each take, and shall cause their respective Affiliates to take, any and all additional actions as may be necessary or appropriate to effect the transactions contemplated hereby, including, but not limited to, execution of individual assignment documentation for filing with the authorities of each individual country. The responsibility to file assignments with the national patent offices of each country shall be on the Assignee and the Assignee shall bear the cost of filing such assignments.

3. <u>Counterparts</u>. This Assignment may be executed and delivered (including by facsimile or other means of electronic transmission, such as by electronic mail in "pdf" form) in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

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4. <u>Governing Law</u>. This Assignment shall be governed by, and construed in accordance with, the Laws of Japan.

IN WITNESS THEREOF, the Parties hereto have caused this Assignment to be executed as of the date last written below by their respective officers thereunto duly authorized.

**SEIKO** Precision Inc. By E \$ 19,

Name Satoshi YOSHINO

Title Managing Director

Date September 18, 2018

Seiko Instruments Inc. By <u>X. Da Pakar</u>

Name Toshihiko SAKUHARA

Title General Manager, Intellectual

Property Department

Date September 20, 2018

# SCHEDULE A

Application No.	o. Filing Date	Attorney Docket Client Ref. No. No.	Client Ref. No.	Title of Invention
15/992,544	May 30,	11106/1082	OSP-75247	WHEEL TRAIN MECHANISM, GEAR BOX, DRIVING DEVICE, AND
	2018			ELECTRONIC APPARATUS
15/992,555	May 30,	11106/1083	OSP-75253	GEAR BOX, DRIVING DEVICE, AND ELECTRONIC APPARATUS
	2018			
15/992,581	May 30,	11106/1084	OSP-75250	GEAR BOX, DRIVING DEVICE, AND ELECTRONIC APPARATUS
	2018			