# PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	EMPLOYMENT AGREEMENT (IN LIEU OF ASSIGNMENT)
RESUBMIT DOCUMENT ID:	505302059

# **CONVEYING PARTY DATA**

Name	Execution Date
KOHEI DOI	10/17/2018

# **RECEIVING PARTY DATA**

Name:	NITTO DENKO CORPORATION
Street Address:	1-1-2, SHIMOHOZUMI
City:	IBARAKI-SHI, OSAKA
State/Country:	JAPAN
Postal Code:	5678680

# **PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	16090395

## CORRESPONDENCE DATA

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ATTORNEY DOCKET NUMBER:	6092-0005
NAME OF SUBMITTER:	YOON S. HAM
SIGNATURE:	/Yoon S. Ham/
DATE SIGNED:	07/22/2019

# **Total Attachments: 11**

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**PATENT** REEL: 049830 FRAME: 0147

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# Certificate of Employment

Name

Kohei Doi

Date of Birth

December 7, 1980

This is to certify that the above person had been employed since April 1, 2007 to January 3, 2017.

Date September 12, 2018

18, Hirayama Nakahara-cho, Toyohashi-shi, Aichi, Japan Nitto Denko Corporation, Toyohashi Plant Director Masanori Nakano

Signature Masamur Rahmt.

# 在籍証明書

氏 名 土井 浩平

生年月日 1980年 12月 7日

上記の者、2007年 4月 1日付にて当社に入社し、 2017年 1月 3日まで 在籍していたことを証明 いたします。

2018年 9月 12日

事業所所在地 愛知県豊橋市中原町字平山18

名 称 日東電工株式会社豊橋事業所

氏 名 事業所長 中野 正則

Docket No.: 6092-0005 PATENT

## IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of

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Kohei DOI : Confirmation No. 1049

U.S. Patent Application No. 16/090,395 : Group Art Unit: to be assigned

in the second of the second of

Filed: October 1, 2018 : Examiner: to be assigned

For: SUCTION CHUCKING TEMPORARY FIXING MEMBER

# DECLARATION IN SUPPORT OF LEGAL MEMORANDUM

I, Masayasu Yoshida, the undersigned, hereby declare that:

1. I am a Japanese Patent Attorney

at MOMII&ASSOCIATES of 7th Floor, Aqua Dojima East, 1-4-4, Dojimahama, Kita-ku, Osaka-shi, Osaka, 5300004, Japan.

- 2. I discussed the contents of the invention with inventor Kohei DOI when preparing a patent application entrusted by NITTO DENKO CORPORATION of 1-1-2, Shimohozumi, Ibaraki-shi, Osaka, 5678680, Japan, on or around August 19, 2015. This application was eventually filed in the Japan Patent Office on April 6, 2016, as Japanese Patent Application No. 2016-076598. I understood that US Patent Application No. 16/090,395 was later filed by NITTO DENKO CORPORATION based on the aforementioned Japanese application.
- 3. I hereby declare that all statements made herein of my knowledge are true and that all statements made on information and belief are believed to be true, and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under §1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

  Dated: October 17, 2018

Masayast Yoshida Patent Attorney

# 日本特許法

# 第三十五条

2 従業者等がした発明については、その発明が職務発明である場合を除き、あらかじめ 使用者等に特許を受ける権利若しくは特許権を承継させ乂は使用者等のため専用実施権を 設定することを定めた契約、勤務規則その他の定めの条項は、無効とする。

# Japanese Patent Law

## Article 35

(2) In the case of an invention by an employee, etc., any provision in any agreement, employment regulation or any other stipulation providing in advance that the right to obtain a patent or that the patent rights for any invention made by an employee, etc. shall vest in the employer, etc., or that an exclusive license for the said invention shall be granted to the employer, etc., shall be null and void unless the said invention is an employee invention.

## CERTIFIED TRANSLATION

I hereby certify that I am familiar with the English and Japanese languages and to the best of my knowledge the following is a true and accurate translation of the Japanese Patent Law Article 35(2) in Japanese attached hereto.

Signed this

(7th day of October, 2018

Masayasu Yoshida

#### Labor Contract

This Labor Contract is executed as follows between Nitto Denko Corporation (hereinafter referred to as "Company") and Kohei Doi (hereinafter referred to as "Principal").

- Company will, as from April 1, 2007, employ Principal as a regular employee without a fixed
  term in accordance with the provisions of the Regular Employees' Work Rules and the Regular
  Employees' Wage Regulations; provided, however, that Principal will be subjected to a
  probation period of three (3) months.
   Department to which Principal is initially assigned (workplace and duties) shall be as set forth
  in the "Written Appointment" issued by Company.
   Starting salary of Principal shall be as set forth in the "Written Notice of Determination of
- Salary" issued by Company.Principal shall perform his duties in good faith in compliance with the Regular Employees' Work Rules and other regulations of Company.
- 3. Principal shall not disclose to Company or use within Company trade secrets of companies other than Company that Principal has come to know before or while being employed by Company, in violation of the confidentiality obligation, or without legitimate authority. Furthermore, Principal shall, while being employed by and after retiring from Company, not use for itself or disclose to a third party trade secrets of Company and trade secrets of companies other than Company that Principal has come to know in connection with the performance of Company business, without approval of Company.
- Inventions etc. of Principal and compensation therefor shall be handled in accordance with the regulations concerning compensation for inventions, devices, and designs.

April 2, 2007

Company

Nitto Denko Corporation

Masamichi Takemoto, Representative Director and President

Principal Kohei Doi 0104489

# 労 働 契 約 書

日東電工株式会社(以下会社という)と <u>土 井 汽 千</u> (以下本人という) は下記のとおり労働契約を締結する。

1. 会社は20 o 7 年 4月 / 日から本人を期間の定めない正社員 として、正社員就業規則・正社員賃金規則にしたがい雇用する。 ただし、3ヶ月間は試用期間とする。

初任所属(就業場所、業務)は、「辞令」のとおりとする。 初任給は「給与決定通知書」のとおりとする。

- 2. 本人は正社員就業規則等の諸規則を遵守し誠実に職責を遂行する。
- 3. 本人は雇用前か在職中かを問わずに、知り得た会社以外の営業秘密を 秘密保持義務に違反して、又は正当な権限なく会社に開示し、又は 会社で使用しない。

また、会社の営業秘密及び会社業務遂行に関して知り得た会社以外の営業秘密を、在職中はもとより退職後も、会社の許可なく自ら使用し 又は第三者に開示しない。

4. 本人の発明等及びこれに対する報償は、発明・考案・意匠に関する 補償規則にもとづき取り扱われる。

2007年 4月 2日

日東電工株式会社代表取締役社長 竹本正道

(本人氏名) 上井 治平 (本人氏名) 上井 治平 (本人氏名) (本人氏名)

A016210

# VERIFICATION OF TRANSLATION

I, named below, do hereby declare that I am a patent attorney and knowledgeable in the English language and in the Japanese language, and that I believe the attached document in the English language is a full and faithful translation of the Labor Contract signed on April 2, 2007 in the Japanese language.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believe to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both and that such willful false statements may jeopardize the validity of the application or any patent issue thereon.

Labor Contract

Language of original filing: Japanese		
Signature of verifier:	17/bm	
Name of verifier:	Takafumi MOMII	
Post office address of verifier:	7th Floor, Aqua Dojima East, 1-4-4, Dojimahama, Kita-ku, Osaka-shi, Osaka 530-0004 Japan	
Date of Signature:	January 25, 2019	

Document Type:

Docket No.: 6092-0005 PATENT

## IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of

Kohei DOI : Confirmation No. 1049

U.S. Patent Application No. 16/090,395 : Group Art Unit: to be assigned

Filed: October 1, 2018 ; Examiner: to be assigned

For: SUCTION CHUCKING TEMPORARY FIXING MEMBER

## LEGAL MEMORANDUM

I, Takafumi Momii, the undersigned, hereby declare that:

1) I am a Japanese Attorney at Law

at MOMII&ASSOCIATES of 7th Floor, Aqua Dojima East, 1-4-4, Dojimahama, Kita-ku, Osaka-shi, Osaka, 5300004, Japan.

- 2) I rely on the following documents in this Legal Memorandum
  - a) Japanese Patent Law Article 35(2), a copy and a certified English translation thereof are attached herewith,
  - b) the attached Certificate (in Japanese and with a certified English translation attached herewith) issued by NITTO DENKO CORPORATION of 1-1-2, Shimohozumi, Ibaraki-shi, Osaka, 5678680, Japan, showing that inventor Kohei DOI was employed by NITTO DENKO CORPORATION between April 1, 2007, and January 3, 2017, and
  - c) the attached Declaration by Masayasu Yoshida, a Japanese Patent Attorney at MOMII&ASSOCIATES, of 7th Floor, Aqua Dojima East, 1-4-4, Dojimahama, Kita-ku, Osaka-shi, Osaka, 5300004, Japan, showing that inventor DOI, around August 19, 2015, i.e., during employment by NITTO DENKO CORPORATION, invented the invention described and claimed in Japanese Patent Application No. 2016-076598 which was eventually filed in the USPTO as the above-captioned application.

Docket No.: 6092-0005

3) In view of the facts at b) and c), which show that inventor DOI invented the invention described and claimed in Japanese Patent Application No. 2016-076598 and the above-captioned application, while being employed by NITTO DENKO CORPORATION, and pursuant to the Japanese law at a), I conclude that a court of competent jurisdiction in Japan, by the weight of authority in that jurisdiction, would hold that a right to obtain a patent had been assigned from inventor DOI to NITTO DENKO CORPORATION in Japan and foreign countries under the Japanese law, and would award title of the invention in Japanese Patent Application No. 2016-076598 and the above-captioned application to NITTO DENKO CORPORATION.

Dated: October 17,2018

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Takafumi Momii Attorney at Law