

PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT5988330

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
KOMATSU MINING CORP.	02/27/2020
RECEIVING PARTY DATA	
Name:	JOY GLOBAL SURFACE MINING INC
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PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15806491
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ATTORNEY DOCKET NUMBER:	043020-9241-US01
NAME OF SUBMITTER:	KEVIN P. RIZZUTO
SIGNATURE:	/kpr/
DATE SIGNED:	02/28/2020
Total Attachments: 3	
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ASSIGNMENT

This Assignment is made between Komatsu Mining Corp., having as its registered office c/o The Corporation Trust Corporation, 1209 Orange Street, Wilmington, New Castle County, Delaware 19801, (hereinafter referred to as "Assignor") and Joy Global Surface Mining Inc, 4400 W. National Avenue, Milwaukee, Wisconsin 53214, (hereinafter referred to as "Assignee").

WHEREAS, Assignor has rights in and owns the United States patent application entitled "SYSTEMS AND METHODS OF PREVENTING A RUN-AWAY STATE IN AN INDUSTRIAL MACHINE", Patent Application No. 15/806,491, filed on November 8, 2017 (Attorney Docket No. 043020-9241-US01) (hereinafter referred to as "Patent Application").

WHEREAS, Assignor has or had rights in and owns or owned related patent applications listed in the attached Appendix I (hereinafter referred to as "Related Patent Applications"), which are related via a direct priority claim from the Patent Application or are related to the Patent Application via a common priority claim to U.S. Provisional Patent Application No. 62/419,582, filed November 9, 2016.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged by Assignor:

1. Assignor hereby agrees to assign and assigns to Assignee, its successors and assigns, absolutely and forever all its right, title and interest to the Patent Application and to any and all rights relating to said Patent Application owned by the Assignor (including existing and future divisional, continuation, continuation-in-part, §111(b) provisional, §111(a), national phase and reissue applications thereof);

2. Assignor further assigns to Assignee all its rights to sue for past infringement of said Patent Application and to recover any and all damages and awards for such infringement; and

3. Assignor hereby agrees to assign and assigns to Assignee, its successors and assigns, absolutely and forever all its right, title and interest to the Related Patent Applications and to any and all rights relating to said Related Patent Applications owned by the Assignor (including any and all divisional, continuation, continuation-in-part, §111(b) provisional, §111(a), national phase and reissue applications thereof); alternatively, to the extent that the Assignee already has rights and ownership relating to one or more of the Related Patent Applications through previous transfer from the Assignor to the Assignee, the Assignor hereby confirms said rights and ownership of the Assignee;

4. Assignor further assigns to Assignee all its rights to sue for past infringement of said Related Patent Applications and to recover any and all damages and awards for such

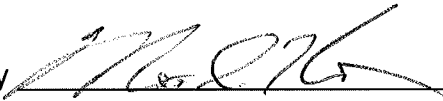
infringement; alternatively, to the extent that the Assignee already has such rights to sue and to recover through previous transfer from the Assignor to the Assignee, the Assignor hereby confirms said rights to sue and to recover of the Assignee;

5. Assignor further covenants and agrees that it will, upon demand of Assignee, its successors or assigns, and without further consideration, execute any and all papers necessary or deemed to be necessary by Assignee or its successors or assigns to be a complete fulfillment of the intent and purpose of this Assignment; and

6. Assignor further confirms that this Assignment shall have retroactive and nunc pro tunc effect to at least as early as January 30, 2020.

IN WITNESS WHEREOF, Assignor has caused this instrument to be executed by its duly authorized officers.

Komatsu Mining Corp.

By  _____

Name: Matthew S. Kulasa

Title: Vice President, Controller and
Chief Accounting Officer

Date: February 27, 2020

APPENDIX I

Patent Application No.	Application Filing Date	Attorney Docket No.	Granted Patent No.	Country of Filing
AU2017254937	November 3, 2017	043020-9241-AU01		Australia
2,984,760	November 6, 2017	043020-9241-CA01		Canada
2017-02810	November 7, 2017	043020-9241-CL01		Chile
201721484520.X	November 9, 2017	043020-9241-CN01		China
201711096380.3	November 9, 2017	043020-9241-CN02		China
MX/A/2017/014339	November 8, 2017	043020-9241-MX01		Mexico
US 62/419,582	November 9, 2016	043020-9241-US00	n/a	United States