

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7391736

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF UNDIVIDED ONE-HALF INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
DENSO CORPORATION	06/10/2022
RECEIVING PARTY DATA	
Name:	KABUSHIKI KAISHA TOKAI RIKI CO., LTD.
Street Address:	70 SOSAKU, YOKONE-MACHI
City:	OBU-SHI, AICHI-KEN
State/Country:	JAPAN
Postal Code:	474-8557
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	17342914
CORRESPONDENCE DATA	
Fax Number:	(703)838-8014
<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>	
Phone:	7038382715
Email:	c-hering@taiyo-nk.co.jp
Correspondent Name:	CHAD HERRING
Address Line 1:	4-3-17 SHINJUKU, SHINJUKU-KU
Address Line 2:	8TH FLOOR
Address Line 4:	TOKYO, JAPAN 160-0022
ATTORNEY DOCKET NUMBER:	AS-F03065-04
NAME OF SUBMITTER:	CHAD HERRING
SIGNATURE:	/chad herring/
DATE SIGNED:	06/21/2022
Total Attachments: 4	
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PATENT APPLICATION ASSIGNMENT

This Patent Application Assignment (the "Assignment") is made and entered into as of the earliest date on which all parties have executed it (the "Effective Date"), by and between Denso Corporation, whose address is 1-1, Showa-cho, Kariya, Aichi-ken 448-8661, Japan ("Denso"), and Kabushiki Kaisha Tokai Riki Co., Ltd., whose address is 70 Sosaku, Yokone-machi, Obu-shi, Aichi-ken, 474-8557, Japan ("Tokai Riki").

WHEREAS, Denso owns all right, title and interest in and to U.S. Patent Application Serial No. 17/342,914, filed June 9, 2021, which is titled "Vehicle Wiper Device" (the "Application"), and all inventions, improvements and related technology within the scope of the disclosure, claims, or any combination thereof, of the Application;

WHEREAS, Tokai Riki desires to obtain from Denso, and Denso desires to convey to Tokai Riki, an undivided one-half share of Denso's full right, title, and interest in and to the Application, and all inventions, improvements and related technology within the scope of the disclosure, claims, or any combination thereof, of the Application;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Denso and Tokai Riki agree as follows:

Section 1. Assignment. Denso hereby assigns to Tokai Riki an undivided one-half share of Denso's full right, title and interest, in all countries, in and to: (i) the Application, all inventions, improvements and related technology within the scope of the disclosure, claims, or any combination thereof, of the Application, and any and all patents that may be granted on the Application, (ii) unless otherwise agreed to by Denso and Tokai Riki, any and all divisionals, continuations, continuations-in-part, reissues or other applications claiming the benefit of the Application (the "Related Applications"), any and all inventions, improvements and related technology within the scope of the disclosure, claims, or any combination thereof, of the Related Applications, and any and all patents that may be granted on the Related Applications. The above-described share of (i) and (ii), assigned by Denso to Tokai Riki, shall be held and enjoyed by Tokai Riki

for the sole use and benefit of Tokai Riki, and the successors and assigns of Tokai Riki, as fully and entirely as the same would have been held by Denso had this Assignment not been made. Denso requests and authorizes the Commissioner of Patents and Trademarks to issue any and all United States patents granted on the Application and the Related Applications to Denso and Tokai Riki for the full term thereof, including any extensions, unless otherwise agreed to by Denso and Tokai Riki. Tokai Riki shall perform any and all acts reasonably requested by Denso, at its own expense, related to securing, maintaining and enforcing patents granted on any of the Application and the Related Applications, except that neither Denso, nor Tokai Riki, shall be obligated hereunder to become a plaintiff in any legal action for infringement of any patent issued on the Application or any of the Related Applications.

Section 2. Excluded Applications. This Assignment transfers no right, title or interest, in or to any patent application not described in (i) or (ii) of the preceding *Section 1*, including, without limitation, U.S. Application Serial No. 16/099,678, filed November 7, 2018, International Application No. PCT/JP2017/018753, filed on May 18, 2017, and any and all other applications filed prior to the Application (each a "Prior Application"). This Assignment transfers no right, title or interest in or to any divisional, continuation, continuation-in-part, reissue or other application not described in (ii) of the preceding *Section 1*, including, without limitation, any divisional, continuation, continuation-in-part, reissue or other application that claims the benefit of a Prior Application without also claiming the benefit of the Application. This Assignment transfers no right, title or interest, in or to any invention, improvement or related technology not described in (i) or (ii) of the preceding *Section 1*, including, without limitation, any invention, improvement or related technology within the scope of the disclosure, claims, or any combination thereof, of any Prior Application or any application that claims the benefit of a Prior Application without also claiming the benefit of the Application. This Assignment transfers no right, title or interest, in or to any patent not described in (i) or (ii) of the preceding *Section 1*, including, without limitation, any patent that has been granted or may be granted on any Prior Application or on any application that claims the benefit of a Prior Application without also claiming the benefit of the Application

Section 3. Representations and Warranties. EACH OF DENSO AND TOKAI RIKI HEREBY REPRESENTS AND WARRANTS THAT IT MAY LEGALLY ENTER INTO THIS ASSIGNMENT AND THAT THE INDIVIDUAL EXECUTING THIS ASSIGNMENT ON ITS BEHALF HAS LEGAL AUTHORITY AND ANY

REQUIRED APPROVALS TO BIND IT TO THIS ASSIGNMENT. TOKAI RIKI REPRESENTS AND WARRANTS THAT, PRIOR TO EXECUTION OF THIS ASSIGNMENT, IT HAS NOT SOLD OR PROMISED TO SELL ANY RIGHT, TITLE OR INTEREST ACQUIRED HEREUNDER TO ANY PARTY. NEITHER DENSO, NOR TOKAI RIKI, MAKES ANY REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THIS ASSIGNMENT, WHICH ARE NOT EXPLICITLY RECITED HEREIN.

Section 4. Export Controls. Denso and Tokai Riki shall comply with all United States export control laws and regulations, with respect to any and all technology, in which this Assignment conveys to Tokai Riki a share of Denso's right, title and interest. Denso and Tokai Riki shall not export, transfer or divert any such technology or related data, or any direct product thereof, to any destination or party that is prohibited or restricted under such United States export control laws and regulations, except as specifically authorized by the United States Department of Commerce, directly, or, as applicable, via the United States Patent and Trademark Office.

Section 5. Assignment. Neither Denso, nor Tokai Riki, may assign any of its rights or delegate any of its obligations under this Assignment without the written consent of the other, except in connection with a merger in which it is not the surviving entity or the sale of all or substantially all of its assets.

Section 6. Severability. If a court holds any provision of this Assignment to be invalid, illegal or unenforceable, the remaining provisions will remain in full force and effect to the maximum possible extent. A provision that a court in one jurisdiction holds to be invalid, illegal or unenforceable, shall be considered valid, legal and enforceable, in all other jurisdictions in which a court has not held the same provision to be invalid, illegal or unenforceable.

Section 7. Legal Representation. Tokai Riki acknowledges that it has been advised, and given opportunity, to seek separate legal counsel regarding this Assignment.

Section 8. Execution. The parties may execute this Assignment in multiple counterparts. Each counterpart constitutes an original with respect to the party that signed it. All counterparts together constitute one agreement. A signed counterpart delivered by facsimile or email, such that the counterpart includes a copy of the sending party's

signature, is equal in effect to the original signed counterpart. Signatures may be made in languages other than English.

Section 9. Amendment and Waiver. The parties may amend this Assignment only by a written agreement signed by both parties, which identifies itself as an amendment to this Assignment. No provision of this Assignment shall be considered waived, unless the party that is to be bound by such waiver has explicitly indicated that the provision is waived in a signed writing. A written waiver effective for one matter or occasion shall be effective only for that matter or occasion, unless otherwise explicitly stated in the written waiver.

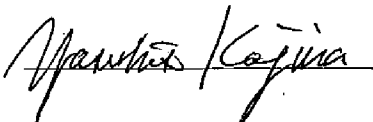
Section 10. Governing Law. This Assignment is made and entered into in Japan, and the laws of Japan shall govern its construction and interpretation for all disputes related to its subject matter, without regard to conflict of law principles. All actions related to this Assignment shall be commenced in Tokyo District Court, and the parties hereby submit to jurisdiction therein. In the event that a court determines that United States federal law governs an individual issue related to this Assignment, United States federal law shall separately apply only to that individual issue.

Section 11. Entire Agreement. This Assignment constitutes the final and entire agreement between Denso and Tokai Riki, as to the subject matter contained herein. This Assignment supersedes all other negotiations and agreements between the parties with respect to the subject matter contained herein.

AGREED AND ACCEPTED:

For: DENSO CORPORATION

For: KABUSHIKI KAISHA TOKAI
RIKI CO., LTD.

By: 

By: Tomonari Masukama

Name: Yasuhisa Kojima

Name: Tomonari Masukama

Title: General Manager of Intellectual
Property Division

Title: General Manager

Date: June 10, 2022

Date: June 20, 2022