

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT7797781

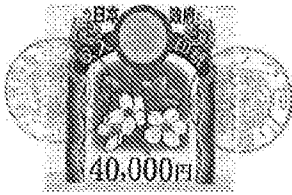
SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	10/01/2021		
CONVEYING PARTY DATA			
Name			Execution Date
MAXELL, LTD.			10/01/2021
RECEIVING PARTY DATA			
Name:	MAXELL HOLDINGS, LTD.		
Street Address:	1, KOIZUMI, OYAMAZAKI		
Internal Address:	OYAMAZAKI-CHO		
City:	OTOKUNI-GUN, KYOTO		
State/Country:	JAPAN		
Postal Code:	618-8525		
PROPERTY NUMBERS Total: 1			
Property Type	Number		
Application Number:	17727337		
CORRESPONDENCE DATA			
Fax Number:	(215)568-6499		
<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:	2155686400		
Email:	lgivigliano@vklaw.com, japan@vklaw.com		
Correspondent Name:	VOLPE KOENIG		
Address Line 1:	30 SOUTH 17TH STREET, 18TH FLOOR		
Address Line 4:	PHILADELPHIA, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	SEIMAX-341601276US02		
NAME OF SUBMITTER:	JOHN M. BOLLINGER		
SIGNATURE:	/John M. Bollinger/		
DATE SIGNED:	02/15/2023		
Total Attachments: 6			
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PATENT

REEL: 062704 FRAME: 0938



MERGER AGREEMENT

Maxell Holdings Ltd., (hereinafter referred to as "Party A") and Maxell Ltd., (hereinafter referred to as "Party B") hereby enter into the following merger agreement (hereinafter referred to as "Agreement") with respect to the business combination between A and B as of April 28, 2021 (hereinafter referred to as "Date of Agreement").

Article 1 (Merging manner)

In accordance with the provisions of this Agreement, Party A and Party B shall be subject to an absorption-type merger (hereinafter referred to as "Merger"), with Party A as the surviving company and Party B as the absorbed company. .

Article 2 (Trade Name and Address)

The trade names and addresses of Party A and Party B are as set forth in the following matters.

- (1) Party A (The surviving company in an absorption-type merger)
Company name: Maxell Holdings Ltd.
Address: 1 Oyamazaki Koizumi, Oyamazaki-cho, Otokuni-gun, Kyoto Prefecture
- (2) Party B (The absorbed company in an absorption-type merger)
Company name: Maxell Ltd.
Address: 1 Oyamazaki Koizumi, Oyamazaki-cho, Otokuni-gun, Kyoto Prefecture

Article 3 (Compensation to be delivered upon Merger)

Since Party A holds all of the issued shares of Party B, no cash or other compensation will be paid to Party B upon Merger.

Article 4 (Matters concerning the capital and reserve funds)

The capital amount and capital reserve amount of Party A will not be increased upon Merger.

Article 5 (Effective on the merger date)

The effective date of Merger (hereinafter referred to as "Effective Date") shall be October 1, 2021. Provided that in the event that it is necessary in accordance with the progress of the merger procedures, Party A and Party B may change this upon consultation and agreement.

Article 6 (Approval by the general meeting of shareholders)

1. Pursuant to the main clause of Article 796, Paragraph 2 of the Companies Act, Party A will conduct Merger without obtaining the approval of a general meeting of shareholders as defined in Article 795, Paragraph 1 of the same Act with respect to this Agreement. Provided that in the event it is required to obtain the approval of this Agreement by the general meeting of shareholders of Party A with respect to Merger pursuant to the provisions of Article 796, Paragraph 3 of the said Act, Party A shall seek the approval of this Agreement and the approval of its shareholders with respect to the matters necessary for Merger by the day before Effective Date of Merger.
2. Pursuant to the main clause of Article 784, Paragraph 1 of the Companies Act, Party B will conduct Merger without obtaining the approval of the general meeting of shareholders as defined in Article 783, Paragraph 1 of the same Act.

Article 7 (Transfer of Company properties and rights and liabilities)

Party B shall hand over all assets, debts, rights and obligations as of the effective date to Party A as of Effective Date, and Party A shall take over such assets, debts, rights and obligations.

Article 8 (Employee handover and management)

Party A shall take over the employees of Party B as Party A's employees as of Effective Date, and both of the parties shall decide how to manage such employees upon mutual consent.

Article 9 (Management of company assets etc.)

Party A and Party B shall, from the signing date of this Agreement to Effective Date, conduct their respective businesses and manage and operate their assets with the care of a good manager. In the event of any action that may cause a critical impact on the assets and rights and obligations of the parties, Party A and Party B shall take such action upon mutual consent and agreement in advance.

Article 10 (Amendment of merger conditions and cancellation of this Agreement)

In the event of a major change in the assets or business conditions of Party A or Party B due to a natural disaster or other reasons, or in the event of a situation that would seriously impede the execution of Merger during the period from the date of this Agreement to Effective Date, Party A and Party B may revise the terms and conditions of Merger or terminate this Agreement upon consultation and consent.

Article 11 (Effect of this Agreement)

This Agreement shall be deemed to be invalid in the event that the approval, etc., of the relevant government agencies required for Merger is not obtained by Effective Date, and in the event that the approval by resolution of the general meeting of shareholders of Party A is not granted (limited to the case where such approval is required under the proviso of Article 6, Paragraph 1).

Article 12 (Matters which are not defined in this Agreement)

In addition to the matters set forth in this Agreement, any other matters necessary for Merger shall be determined through consultation between Party A and Party B in accordance with the purpose of this Agreement.

In order to certify the execution of this Agreement, one copy of this document shall be prepared with the names and seals of Party A and Party B affixed, and Party A shall retain the original and Party B shall retain a copy.

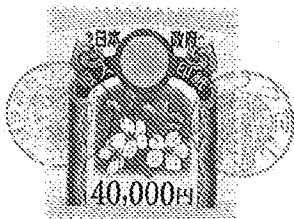
April 28, 2021

Party A: 1 Oyamazaki Koizumi, Oyamazaki-cho, Otokuni-gun, Kyoto Prefecture
Maxell Holdings Ltd.
Representative Director and President, Keiji Nakamura



Party B: 1 Oyamazaki Koizumi, Oyamazaki-cho, Otokuni-gun, Kyoto Prefecture
Maxell Ltd.
Representative Director and President, Keiji Nakamura





合併契約書

マクセルホールディングス株式会社（以下、「甲」という。）とマクセル株式会社（以下、「乙」という。）は、2021年4月28日（以下、「本契約締結日」という。）、甲と乙との合併に関して、次のとおり合併契約（以下、「本契約」という。）を締結する。

第1条（合併の方法）

甲及び乙は、本契約に定めるところに従い、甲を吸収合併存続会社、乙を吸収合併消滅会社として吸収合併（以下、「本合併」という。）を行う。

第2条（商号及び住所）

甲及び乙の商号及び住所は、次の各号に掲げるとおりである。

（1）甲（吸収合併存続会社）

商号：マクセルホールディングス株式会社

住所：京都府乙訓郡大山崎町大山崎小泉1番地

（2）乙（吸収合併消滅会社）

商号：マクセル株式会社

住所：京都府乙訓郡大山崎町大山崎小泉1番地

第3条（合併に際して交付する金銭等の対価）

甲は、乙の発行済株式のすべてを所有していることから、本合併に際して金銭等の対価の交付を行わない。

第4条（資本金及び準備金の額に関する事項）

本合併に際して甲の資本金及び資本準備金の額は増加しない。

第5条（合併の効力発生日）

本合併がその効力を生ずる日（以下、「効力発生日」という。）は、2021年10月1日とする。
ただし、合併手続の進行に応じ必要があるときは、甲及び乙が協議し合意の上、これを変更することができる。

第6条（株主総会の承認）

1. 甲は、会社法第796条第2項本文の規定に基づき、本契約について同法第795条第1項に定める株主総会の承認を経ずに本合併を行う。但し、同法第796条第3項の規定により、本合併に関して甲の株主総会による本契約の承認を得ることが必要となった場合には、甲は、効力発生日の前日までに、本契約の承認及び本合併に必要な事項に関する甲の株主総会決議を求める。
2. 乙は、会社法第784条第1項本文の規定に基づき、本契約について同法第783条第1項に定める株主総会の承認を経ずに本合併を行う。

第7条（会社財産及び権利義務の承継）

乙は、効力発生日における一切の資産、負債及び権利義務を効力発生日において甲に引き継ぎ、甲はこれを承継する。

第8条（従業員の引き継ぎ及びその取扱い）

甲は、効力発生日において、乙の従業員を甲の従業員として引き継ぐものとし、その処遇については、甲及び乙が協議の上これを決定する。

第9条（会社財産の管理等）

甲及び乙は、本契約締結日から効力発生日に至るまで、善良なる管理者の注意をもってそれぞれ業務の執行及び財産の管理、運営を行うものとし、その財産及び権利義務に重大な影響を及ぼすおそれのある行為を行う場合には、あらかじめ甲及び乙は協議し合意の上、これを行う。

第10条（合併条件の変更及び本契約の解除）

本契約締結日から効力発生日までの間において、天災地変その他の事由により、甲または乙の資産もしくは経営状態に重大な変動を生じたとき、または本合併の実行に重大な支障となる事態が生じたときは、甲及び乙は協議し合意の上、本合併の条件を変更し、または本契約を解除することができる。

第11条（本契約の効力）

本契約は、効力発生日までに、本合併に必要なとされる関係官庁の承認等を得られないとき、及び甲の株主総会の決議による承認を得られなかったとき（第6条第1項但書に基づき当該承認が必要となる場合に限る。）は、その効力を失う。

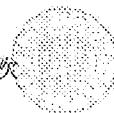
第12条（本契約に定めのない事項）

本契約に定める事項のほか、本合併に関し必要な事項は、本契約の趣旨に従って甲及び乙は協議の上、これを決定する。

本契約の成立を証するため、本書1通を作成し、甲及び乙が記名押印の上、甲は原本を、乙はその写しをそれぞれ保有する。

2021年4月28日

甲 京都府乙訓郡大山崎町大山崎小泉1番地
マクセルホールディングス株式会社
代表取締役 取締役社長 中村 啓次



乙 京都府乙訓郡大山崎町大山崎小泉1番地
マクセル株式会社
代表取締役 取締役社長 中村 啓次



PATENT ASSIGNMENT AGREEMENT

This Patent Assignment Agreement ("Patent Assignment") is effective as of October 1, 2021 ("Effective Date") by and between Maxell, Ltd., a Japanese corporation with its principal place of business at 1 Koizumi, Oyamazaki, Oyamazaki-cho, Otokuni-gun, Kyoto, Japan ("Assignor", Company Absorbed in the Absorption-type Merger) and Maxell Holdings, Ltd., a Japanese corporation with its principal place of business at 1 Koizumi, Oyamazaki, Oyamazaki-cho, Otokuni-gun, Kyoto, Japan ("Assignee", Company Surviving the Absorption-type Merger), in connection with the transfer of certain assets of Assignor to Assignee pursuant to an Absorption-Type Merger approved on April 28, 2021 ("Absorption-Type Merger").

WHEREAS, under the terms of the Absorption-Type Merger, Assignor has assigned, transferred, conveyed and delivered to Assignee, among other assets, certain patents and patent applications ("Assigned Patents," as defined below).

WHEREAS, consistent with the terms of the Absorption-Type Merger, Assignor now has agreed to execute and deliver this Patent Assignment.

WHEREAS, Assignee wishes to obtain all of Assignor's right, title and interest in and to the Assigned Patents.

WHEREAS, while the corporate name of the Assignee will be changed to "Maxell, Ltd." upon the Absorption-Type Merger, this Agreement is concluded between Maxell, Ltd. as the Company Absorbed in the Absorption-type Merger and the Assignee.

NOW THEREFORE, Assignor and Assignee agree as follows:

1. "Assigned Patents" as used herein means (i) all patents and patent applications (along with patents issuing thereon) in all jurisdictions worldwide that are, at the time of this Agreement, assigned to, owned by, or controlled by Assignor, or to which Assignor has a right to assert a claim of infringement, to grant licenses or other rights, or to receive royalties from assertion or licensing, including patents and patent applications and (ii) any divisional, continuation, continuation-in-part, reissue, reexamination, utility model, foreign counterpart, parent or extension of any patent or application, and any patents or patent applications whose priority is based upon or in common with such patents and patent applications.

2. Assignor, Maxell, Ltd., does hereby in its own name and while still in existence, irrevocably transfer, assign and deliver, unto Assignee, and Assignee hereby accepts, all of Assignor's worldwide rights, title, and interest in and to the inventions that are the subject of the Assigned Patents and all of the rights and obligations relating thereto, including without limitation all patents and patent applications arising from all divisions, continuations, reissues and reexamination certificates and extensions thereof and any patents or patent applications which form a basis for priority of any of the Assigned Patents (including those already withdrawn or abandoned), and all income, royalties, and damages now and hereafter due and/or

payable with respect thereto (including without limitation, any payments for past, present and future infringements and misappropriations thereof), whether known or unknown, all rights to sue for past, present and future infringements and misappropriations thereof and damages resulting therefrom.


3. This Patent Assignment and the legal relations between the parties hereto shall be governed by, and construed in accordance with, the laws of Japan, without regard to the conflict of laws rules thereof.

4. For the avoidance of doubt, Assignor and Assignee acknowledge and agree that the Effective Date hereof shall be while Maxell, Ltd. remains in existence consistent with the parties' intent and the terms of the Absorption-Type Merger.

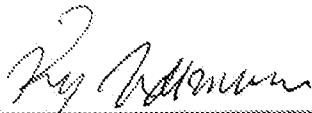
5. This Patent Assignment may be executed in several counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument. Signed counterparts of this Patent Assignment may be delivered by scanned .pdf image, each of which shall have the same force and effect as an original signed counterpart; provided, that, after a request by either party hereto for such original signed counterpart, each party hereto uses commercially reasonable efforts to deliver to each other party hereto original signed counterparts as soon as possible thereafter.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Patent Assignment to be executed by their duly authorized officers on the date first above written.

MAXELL, LTD. ("ASSIGNOR")

By: 
[Name]Keiji Nakamura
[Title]Representative Director

ACCEPTED
MAXELL HOLDINGS, LTD. ("ASSIGNEE")

By: 
[Name]Keiji Nakamura
[Title]Representative Director