Form PTO-1594 (Rev. 01-09) 03 - 25 - 2 OMB Collection 0651-0027 (exp. 0:	2010 U.S. DEPARTMENT OF COMMERCE United States Patent and Trademark Office
	T
To the Director of the U. S. Pate, 103592	870 documents or the new address(es) below.
1. Name of conveying party(les):	2. Name and address of receiving party(ies)  Additional names, addresses, or citizenship attached?
Hitachi Home Electronics (America), Inc.	Name; Hitachi America, Ltd.
Individual(s) Association	Internal Address:
General Partnership Limited Partnership	Street Address; 50 Prospect Avenue
■ Corporation- State: California	City: Tarrytown
Other	State: NY
Citizenship (see guidelines)	Country: USA Zip: 10591
Additional names of conveying parties attached? Yes No	
3. Nature of conveyance )/Execution Date(s) :	General Partnership Citizenship
Execution Date(s) October 1, 2009	Limited Partnership Citizenship
	Corporation Chizenship New York
Security Agreement Change of Name	Other Citizenship If assignee is not domiciled in the United States, a domestic
Other	representative designation is attached: Yes No (Designations must be a separate document from assignment)
4. Application number(s) or registration number(s) and identification or description of the Trademark.  A. Trademark Application No.(s)  77/352,936  C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):  1. REEL 120 2. DIRECTOR'S SERIES	
5. Name & address of party to whom correspondence concerning document should be mailed:	6. Total number of applications and registrations involved:
Name: Thao Nguyen, Esq. Internal Address: Hitachi America, Ltd., Legal Department	7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$
Street Address: 50 Prospect Avenue	Authorized to be charged to deposit account  Enclosed
City: Tarrytown	8. Payment Information: Tee Ad.
State: NY Zip: 10591	He 1a.
Phone Number: 914-333-2959	D 11 A
Fax Number: 914-333-2785	Deposit Account Number
Email Address: thao.nguyen@hal.hitachi.com	Authorized User Name
9. Signature: 11 a M	3/19/10
Signature	Date Total number of pages including cover
Thao Ngoyen, Esq. 1 ctal number of pages including cover sheet, strachments, and document:	

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

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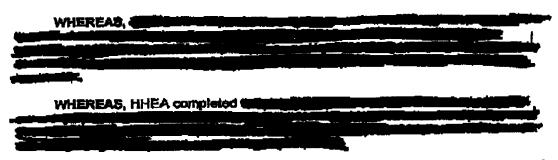
03/17/2010 03:44 FAX 18143332785

HAL-LEGAL

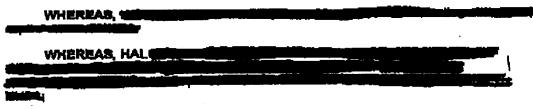
## TRANSPER AGREEMENT

THIS TRANSFER AGRETIMENT (this "Agreement"), made effective as of the Effective Date (as defined below), is by end between HITACHI HOME ELECTRONICS (AMERICA), INC., a California corporation ("HHEA"), and HITACHI AMERICA, LTD., a New York corporation ("HAL").

## WITNESSETH:



WHEREAS, HHEA continues to engage in the business of marketing and celling. I the North America and Latin America, a variety of Hilachi brand home and business electronics products sourced from other Hilachi companies and third party manufacturers;

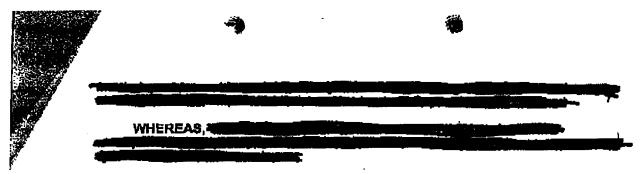


WHEREAS, effective as of October 1, 2009, HHEA desires to transfer to HAL, and HAL desires to accept the transfer from HHEA, for the consideration and upon the terms and conditions hereinatter set forth, all of the business and operational assets of HHEA, other than the Retained Assets (as identified on <u>Schadula A</u> attached hereto), and assume all of HHEA's liabilities other than the Retained Liabilities (as identified on <u>Schadule A</u> attached hereto);

WHEREAS, following, and notwithstanding the completion of, such transfer of such assets and liabilities to HAL, HHEA will remain as the lawful owner of the Retained Assets and Retained Liabilities;



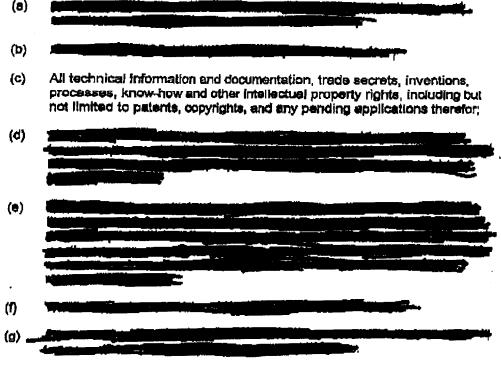
03/18/2010 THU 10:25 FRE 1 914 352 4327 Hitachi America, Ltd. USA



NOW, THEREFORE, in consideration of the premises and the mutual promises contained herein, the parties occanant and agree as follows:

## 1. , TRANSFER OF ASSETS AND BUSINESS OF HHEA.

1.1 <u>Transfer</u>. In reliance upon the representations and warranties contained herein, and subject to the terms and conditions of this Agreement, HHEA agrees to transfer and assign to HAL, and HAL agrees to acquire and accept from HHEA, at the Closing (as defined in Section 9.1 hereof), all of the business and operational assets, properties and rights owned or held by HHEA as of the Effective Date (as defined in Section 9.1 hereof) other than the Retained Assets (collectively, the "<u>Transferred Assets</u>"), including, without limitation:



2. CONSIDERATION.

2

IN WITNESS WHEREOF, the parties hereto intending to be legally bound, have executed or caused their duly authorized representatives to execute this Transfer Agreement as of the dates set forth below.

HITACHI HOME ELECTRONICS (AMERICA), INC.

Vice President, Secretary, Treasurer and

Chief Financial Officer Date: September 30, 2009

HITACHI AMERICA, LTD.

Klyoshi Kinugavya

President and hief Executive Officer Date: September 30, 2009

**TRADEMARK REEL: 004174 FRAME: 0201** 

**RECORDED: 01/13/2010**