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Form PTO-1594 (Rev. 01-09)  
OMB Collection 0651-0027 (exp. 0)

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office



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To the Director of the U. S. Pate.

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documents or the new address(es) below.

1. Name of conveying party(ies):

Hitachi Home Electronics (America), Inc.

- Individual(s)                       Association
- General Partnership               Limited Partnership
- Corporation- State: California
- Other \_\_\_\_\_

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: Hitachi America, Ltd.

Internal

Address: \_\_\_\_\_

Street Address: 50 Prospect Avenue

City: Tarrytown

State: NY

Country: USA Zip: 10591

Association    Citizenship \_\_\_\_\_

General Partnership    Citizenship \_\_\_\_\_

Limited Partnership    Citizenship \_\_\_\_\_

Corporation    Citizenship New York

Other \_\_\_\_\_    Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) October 1, 2009

- Assignment                       Merger
- Security Agreement               Change of Name
- Other \_\_\_\_\_

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

77/352,936

B. Trademark Registration No.(s)

2805599

Additional sheet(s) attached?  Yes  No

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:

Name: Thao Nguyen, Esq.

Internal Address: Hitachi America, Ltd., Legal Department

Street Address: 50 Prospect Avenue

City: Tarrytown

State: NY Zip: 10591

Phone Number: 914-333-2959

Fax Number: 914-333-2785

Email Address: thao.nguyen@hal.hitachi.com

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ \_\_\_\_\_

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

*Fee Pd!*

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

9. Signature:

Thao Nguyen  
Signature

3/19/10

Date

Thao Nguyen, Esq.

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 5

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

RECORD 1/13/2010

**TRANSFER AGREEMENT**

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

**WITNESSETH:**

**WHEREAS,** [REDACTED]

**WHEREAS, HHEA completed** [REDACTED]

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

**WHEREAS,** [REDACTED]

**WHEREAS, HAL** [REDACTED]

**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 hereinafter set forth, all of the business and operational assets of HHEA, other than the Retained Assets (as identified on Schedule A attached hereto), and assume all of HHEA's liabilities other than the Retained Liabilities (as identified on Schedule A 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;**

**WHEREAS,** [REDACTED]

[REDACTED]

WHEREAS, [REDACTED]

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

1. TRANSFER OF ASSETS AND BUSINESS OF HHEA.

1.1 Transfer. 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 "Transferred Assets"), including, without limitation:

- (a) [REDACTED]
- (b) [REDACTED]
- (c) All technical information and documentation, trade secrets, inventions, processes, know-how and other Intellectual property rights, including but not limited to patents, copyrights, and any pending applications therefor;
- (d) [REDACTED]
- (e) [REDACTED]
- (f) [REDACTED]
- (g) [REDACTED]

2. CONSIDERATION.

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.

By: T. Tsujimura  
Takaashi Tsujimura  
Vice President, Secretary, Treasurer and  
Chief Financial Officer  
Date: September 30, 2009

HITACHI AMERICA, LTD.

By: K. Kinugawa  
Kiyoshi Kinugawa  
President and Chief Executive Officer  
Date: September 30, 2009