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2 SHEET



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To the Honorable Commissioner of Patents and

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1. **Jean-Christophe Martin**

2. Name and address of receiving party(ies):
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Additional name(s) of conveying party(ies) attached? Yes No

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A. Patent Application No.(s)

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Patrick J. S. Inouye
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March 20, 1998
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PATENT

REEL: 9056 PATENT OFFICE No. 82225.P2837

JCS57 U.S. PTO
09/045546
03/20/98

REF: P/2837/EJB

ACKNOWLEDGEMENT by an Employee of the Right to apply for a Patent and AN ASSIGNMENT made on 17th day of March 1998 BETWEEN

JEAN-CHRISTOPHE MARTIN, of FRENCH nationality, of LE PETIT ROCHEFORT, ROUTE DE BEAUREGARD, 38760 VARCES, FRANCE (hereinafter referred to as "Inventor") of the first part;

SUN MICROSYSTEMS FRANCE, S.A., a FRENCH company, having a place of business at 13 AVENUE MORANE SAULNIER, 78140 VELIZY-VILLACOURBLAY, FRANCE (hereinafter referred to as "Employer Company") of the second part; AND

SUN MICROSYSTEMS, INC., a corporation of Delaware, United States of America, having a place of business at M/S PAL1-521, 2550 GARCIA AVENUE, MOUNTAIN VIEW, CALIFORNIA 94043-1100, UNITED STATES OF AMERICA (hereinafter referred to as "Parent Company") of the third part.

WHEREAS :-

- (A) Each Inventor claims jointly with the other Inventor(s) to have made the Invention described in the Schedule (hereinafter referred to as "the Invention");
- (B) The Invention has been made by the Inventors during the period of their employment with the Employer Company and in the course of their normal duties with the Employer Company and by virtue of the terms of their employment with the Employer Company, the Invention is to be taken as between the Employer Company and the Inventors to belong to the Employer Company;
- (C) The Employer Company agrees to assign the Invention and the right to apply for a patent or patents relating to the said Invention to the Parent Company together with all rights title and beneficial interest in and arising therefrom.

NOW THIS AGREEMENT WITNESSES as follows:-

1. Each Inventor **HEREBY ACKNOWLEDGES** that the Invention and all rights therein including the right to apply for a patent or patents relating to the Invention belongs to the Employer Company, and pursuant thereto **HEREBY ASSIGNS TO AND CONFIRMS** the vesting in the Employer Company of:
 - (a) the whole of the property in the Invention throughout the world and any protection obtained at any time therefor and all rights title and interest which the Inventor may have or have been entitled to therein including all rights to bring proceedings for infringement thereof together with the full and exclusive benefit thereof; and
 - (b) the right to apply for and obtain or to enable others to apply for and obtain a patent or patents or any other form of protection in respect of the Invention both in the United States of America and throughout the world.
2. In pursuance of the agreement referred to in Recital (C) and **IN CONSIDERATION** of the sum of FIVE US DOLLARS, receipt of which is hereby confirmed, the Employer Company hereby assigns to the Parent Company all its rights in the Invention including the right to apply for a patent or patents and to exploit the Invention or any patent or other protection obtained in respect thereof **TO HOLD** the same unto the Parent Company absolutely.
3. Each Inventor hereby undertakes to the Parent Company that he/she will at the expense of the Parent Company execute all documents and do all such acts and things as the Parent Company may in its absolute discretion consider necessary or desirable to enable Letters Patent or any form of protection to be issued in respect of the Invention in any part or parts of the world and to vest the same in the name of the Parent Company or its nominee free from all encumbrances and to enable or to assist the Parent Company or its nominee to defend oppositions to grant thereof, to maintain the same when granted and to present and prosecute for the infringement thereof.

4. Each Inventor hereby warrants to the Employer Company and to the Parent Company:
- (a) that he/she has not assigned or agreed to assign to any person firm or company or otherwise encumbered the Invention or any other part of the rights therein and thereto;
 - (b) that he/she has not disclosed and will not disclose the Invention to any person firm or company other than the Employer Company or the Parent Company except as directed by the Employer Company or the Parent Company;
 - (c) that he/she will give to the Employer Company or the Parent Company all information in his/her possession or in his/her power relating to the Invention and the method of employing or using the same as the Employer Company or the Parent Company shall require;
 - (d) that he/she knows of no reason why a valid patent or valid patents relating to the Invention should not be granted either to himself/herself or to his/her successors in title.

IN WITNESS thereof the parties have duly executed this document the day and year first above written

SCHEDULE

The invention is as described in the attached draft specification entitled:- "QUALITY OF SERVICE ALLOCATION ON A NETWORK"

SIGNED by the Inventor:

Witness

Jean Christophe MARTIN

 JEAN-CHRISTOPHE MARTIN

Choyer

 CHOYER Stéphanie

SIGNED for and on behalf of SUN MICROSYSTEMS FRANCE S.A. :

Witness

Michael Lehman

 MICHAEL LEHMAN
 DIRECTOR
 SUN MICROSYSTEMS FRANCE S.A.

Muriel Anne Cony

SIGNED for and on behalf of SUN MICROSYSTEMS, INC:

Witness

Kenneth Olsen

 KENNETH OLSEN
 VICE PRESIDENT INTELLECTUAL PROPERTY
 SUN MICROSYSTEMS, INC

David Sid
