

07-16-1998

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

F



EET

Attorney Docket No. A-60625-2/JAS/RMA

To the Honorable Commissioner of Patents and Trademarks 100766203

I have received original documents or copy thereof.

1. Name of conveying party(ies):

Hal Computer Systems, Incorporated

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

☒ Assignment
☐ Security Agreement☐ Merger
☐ Change of Name

Other: _____

Execution Date: 30 June 1998

2a. Name and address of receiving party(ies):

Name: Fujitsu Limited

Address: 1-1 Kamikodanaka 4-Chome, Nakahara-Ku,
Kawasaki-Shi, Kanagawa-Ken, 211-88 JapanAdditional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s)

08/476,419

B. Patent No.(s)

5,659,721

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: James A. Sheridan

Address: Flehr Hobbach Test Albritton & Herbert LLP

4 Embarcadero Center

Suite 3400

San Francisco, CA 94111-4187

6. Total number of applications and patents involved: 1 _____

7. Total fee (37 CFR 3.41): \$40.00

☒ Enclosed☐ Authorized to be charged to deposit account, if necessary

8. Deposit account number:

06-1300

(Attach duplicate copy of this page if paying by deposit account)

07/17/1998 JSHADAZZ 00000038 08476419

01 FC:581

40.00 UP

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

K. Michael Ananian
Name of Person Signing
Signature7/7/98
Date

Total number of pages including cover sheet: 2

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

(113317)

PATENT

REEL: 9297 FRAME: 0936

ASSIGNMENT OF PATENT

Whereas, **HAL COMPUTER SYSTEMS, INCORPORATED**, a corporation of the **STATE OF DELAWARE**, and having its principal place of business at 1315 Dell Avenue, Campbell, California 95008, (hereinafter termed "Assignor") owns by assignment recorded in the United States Patent Office on 18 August 1995 at Reel 7589, Frame 0681 for U.S. Patent No. **5,659,721**, entitled **Processor Structure and Method for Checkpointing Instructions to Maintain Precise State**, issued **19 August 1997**, and is now the sole owner of said Patent; and

Whereas, **FUJITSU LIMITED**, a **JAPANESE CORPORATION** and having its principal place of business at 1-1 Kamikodanaka 4-Chome, Nakahara-Ku, Kawasaki-Shi, Kanagawa-Ken, 211-88 Japan, (hereinafter termed "Assignee") is desirous of acquiring the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered jointly or severally by said Inventors (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Assignor to have been received in full from said Assignee:

1. Said Assignor do hereby sell, assign, transfer and convey unto said Assignee, the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply for foreign patents on said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.

2. Said Assignor hereby jointly and severally covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Inventors shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventors in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventors, their respective heirs, legal representatives and assigns.

4. Said Assignor hereby jointly and severally warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, the said Assignor has executed and delivered this instrument to Assignee this 30 day of June, 1998, at Campbell, California, USA.

HAL COMPUTER SYSTEMS, INC.

Date: June 30-98

By [Signature]

Print Name: Yukoku Suzuki

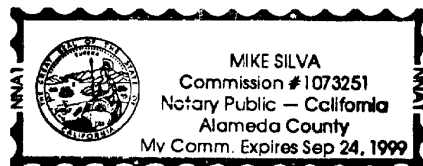
Title: Chief Operating Officer

County of **Santa Clara**)
) SS.
State of **California**)

On June 30-98, before me, a Notary Public, personally appeared Yukoku Suzuki, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

(Seal)



Signature [Signature]