

07-21-1998

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Attorney Docket No. A-60622/JAS/RMA

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

MED 7-10-98

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  Merger  
 Security Agreement  Change of Name

Other: \_\_\_\_\_

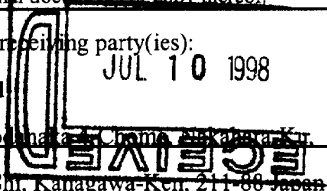
Execution Date: 30 June 1998

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

Name: **Fujitsu Limited**

Address: **1-1 Kamikodanaka 4-Chome, Nakatama-Ku,  
Kawasaki-Shi, Kanagawa-Ken, 211-86 Japan**

Additional 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)

08/478,025

B. Patent No.(s)

5,651,124

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 Hohbach 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)

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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.

**R. Michael Ananian**  
Name of Person Signing

*R. Michael Ananian*  
Signature

**7/7/98**  
Date

Total number of pages including cover sheet: 2

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(113301)

## **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 28 August 1995 at Reel 7772, Frame 0093 for U.S. Patent No. **5,651,124**, entitled **Processor Structure and Method for Aggressively Scheduling Long Latency Instructions Including Load/Store Instructions While Maintaining Precise State**, issued **22 July 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<sup>th</sup> 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.



(Seal)

WITNESS my hand and official seal.

[Signature]  
Signature