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U.S. DEPARTMENT OF COMMERCE
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R SHEET

Attorney Docket No. A-65326/GSW/DIC



100797192

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

1. Name of conveying parties:

David Dion, Yousef A. Khalidi, Madhusudhan Talluri, Anil Swaroop

Additional names of conveying parties attached? ☐ Yes ☒ No

3. Nature of conveyance:

☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name

Other: _____

2. Name and address of receiving party:

Name: Sun Microsystems, Inc.

Address: 901 San Antonio Road, MS PAL 01-521

Palo Alto CA 94303

Additional name(s) & address(es) attached? ☐ Yes ☒ No

Execution Dates: July 10, 19, 22, 23, 1998

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: n/a (filed 5/29/98)

A. Patent Application No.(s) 09/087,786

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: Douglas J. Crisman, Esq.

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 (Order A-65326/GSW)

(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.

Douglas J. Crisman
Name of Person SigningAugust 12, 1998
Date

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ASSIGNMENT

WHEREAS, the undersigned,

(1) David Dion (3) Madhusudhan Talluri

(2) Yousef A. Khalidi (4) Anil Swaroop

(hereinafter termed "Inventors"), residents of

(1) Seattle (3) Fremont

(2) Cupertino (4) Loma Linda

respectively, Counties of

(1) Kings (3) Alameda

(2) Santa Clara (4) San Bernardino

respectively, States of

(1) Washington (3) California

(2) California (4) California

have invented certain new and useful improvements in SYSTEM AND METHOD FOR REDUCING THE FOOTPRINT OF PRELOADED CLASSES and have executed concurrently herewith an application for a United States patent disclosing and identifying the invention; and

WHEREAS, SUN MICROSYSTEMS, INC. (hereinafter termed "Assignee"), a corporation of the State of DELAWARE, having a place of business at 901 San Antonio Road, Palo Alto CA 94303, State of California, 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 Inventors to have been received in full from said Assignee:

1. Said Inventors 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 Inventors hereby 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, covenants and conditions 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 Inventors 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 Inventors have executed and delivered this instrument to said Assignee this

(1) 19 day of July, 1998

(3) 22 day of July, 1998

(2) 10th day of July, 1998
respectively.

(4) 23 day of July, 1998,

(1) David Dion
David Dion

(3) Madhusudhan Talluri
Madhusudhan Talluri

(2) Yousef A. Khalidi
Yousef A. Khalidi

(4) Anil Swaroop
Anil Swaroop