

08-25-1998

Form 1595
1-31-92

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HEET

U.S. Department of Commerce
Patent and Trademark Office

7/30/98

To the Honorable Assistant Commissioner for Patents: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Peter C. Damron

2. Name/address of receiving party(ies):

Sun Microsystems, Inc.
901 San Antonio Road
Palo Alto, CA
94043-1100

3. Nature of conveyance: Assignment
 Merger Security Agreement Other
 Change of Name Reassignment

4. Date(s) of execution: 07/30/98

Additional names of receiving parties attached? Yes No

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

This document is being filed together with new application; the execution date of application is July 30, 1998.

A. Patent Application No. (s)

B. Patent No. (s)

Additional numbers attached: Yes No

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

Dehlinger & Associates
P.O. Box 60850
Palo Alto, CA 94306
(650) 324-0880

7. Total No. of applications and papers involved:

one (1)

8. Total fee (37 CFR 53.41): \$40.00

Enclosed

Charge to Acct. No. 04-0531

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

08/04/1998 SCARMAIL 0000005 09126360

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10. 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.

Daniel B. Curtis
Name of Person Signing

Signature

7/30/98
Date

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PATENT
REEL: 9394 FRAME: 0093

Assignment

WHEREAS, the undersigned Peter C. Damron, of Fremont, California, hereinafter termed "Inventor", having invented new and useful improvements in A METHOD, APPARATUS & COMPUTER PROGRAM PRODUCT FOR SELECTING A PREDICTOR TO MINIMIZE EXCEPTION TRAPS FORM A TOP-OF-STACK CACHE and having made application for a U.S. Patent disclosing and identifying the invention, the specification of which is enclosed herewith; and

Whereas, Sun Microsystems, Inc., a corporation of the State of Delaware and having its principal place of business at 901 San Antonio Road, Palo Alto, CA 94043-1100 (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 by said Inventor (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 U.S. and foreign countries.

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

1. Said Inventor does 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 application 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 extension of any of said patents.

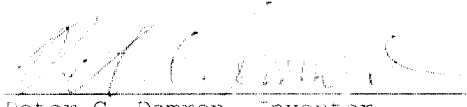
2. Said Inventor does hereby covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Inventor shall include prompt production of pertinent 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 Inventor 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 on said Inventor, his heirs, legal representatives and assigns.

4. Said Inventor warrants and represents that he has not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

Dated 7/2/98, 1998


Peter C. Damron, Inventor