

09-08-1998



U.S. PTO  
09/14/1664  
08/28/98

FORM PTO-1595

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PATENTS ONLY

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U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

MRD 8-28-98

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

1. Name of conveying party(ies):  
Ann Rhee, Sumanta K Chatterjee, Juan R. Loaiza and Kesavan Srinivasan

2. Name and address of receiving party(ies):  
**Name: Oracle Corporation**  
**Street Address: 500 Oracle Parkway**  
**City: State: Zip: Redwood Shores, CA 94065**

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

Additional name(s) & address(es) attached?

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

Yes  No

Execution Date: **August 25, 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: **August 25, 1998**

A. Patent Application No.(s): *Filed herewith*

B. Patent No.(s):

Additional numbers attached?  Yes  No

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

**Name: Daniel Vaughan**  
**Law Offices of Richard Park**  
**2115 Princeton Street**  
**Palo Alto, CA 94306**

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

8. Deposit account number: \_\_\_\_\_

**DO NOT USE THIS SPACE**

09/03/1998 JARTIS 00000045 09141664

9. Statement and signature.  
04 FC:581 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 E. Vaughan  
Name of Person Signing

Daniel E. Vaughan  
Signature

August 28, 1998  
Date

Total number of pages including cover sheet, attachments and document: [5]

PATENT

REEL: 9418 FRAME: 0821

**JOINT TO CORPORATE  
ASSIGNMENT**

WHEREAS, the undersigned,

RHEE, Ann  
640 Cayman Lane  
Foster City, CA 94404

CHATTERJEE, Sumanta K.  
940 Sunrise Drive  
Fremont, CA 94539

LOAIZA, Juan R.  
53 Maple Way  
San Carlos, CA 94070

SRINIVASAN, Kesavan  
1700 Royal Oaks Circle  
Hudson, OH 44236

hereinafter termed "Inventors", have invented certain new and useful improvements in

**RESOURCE SCHEDULER**

and have executed a declaration or oath for an application for a United States patent disclosing and identifying the invention:

X  On the  25th  day of  August , 1998:

Or

Said application having Application Number   and filed on the   day of  ; and

WHEREAS,  Oracle Corporation  a corporation of the State of  Delaware , having a place of business at  500 Oracle Parkway, Redwood Shores, California 94065 , (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 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

1 of 4

Attorney Docket No. ORC97-006501

PATENT  
REEL: 9418 FRAME: 0822

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 divisional, substitution, continuation, or continuation-in-part 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 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 reissues and reexaminations, 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.

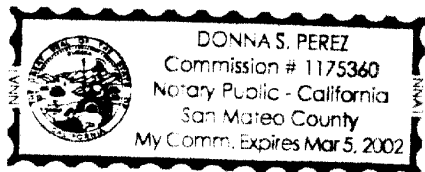
3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventors, their respective heirs, legal representatives and assigns.

4. Said 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, said Inventors have executed and delivered this instrument to said Assignee as of the dates written below.

Ann Rhee  
Ann Rhee

8/21/98  
Date



State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )

On 8-21-98, before me Donna S. Perez Notary Public personally appeared Ann Rhee

≤ 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/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

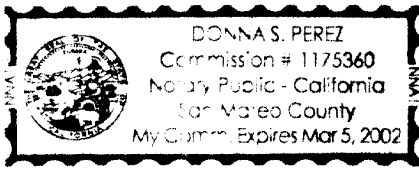
WITNESS my hand and official seal.

Donna S. Perez  
(Notary Public)

Sumanta K. Chatterjee  
Sumanta K. Chatterjee

08-21-98

Date



State of California )  
County of San Mateo )

On 8-21-98, before me, DONNA S. PEREZ NOTARY PUBLIC  
personally appeared Sumanta K. Chatterjee

≤ 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/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

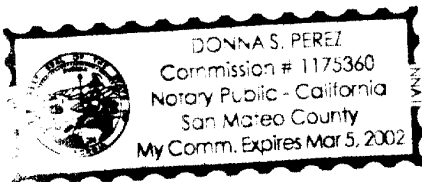
WITNESS my hand and official seal.

Donna S. Perez  
(Notary Public)

Juan R. Loaiza  
Juan R. Loaiza

8/25/98

Date



State of California )  
County of San Mateo )

On 8-25-98, before me, DONNA S. PEREZ NOTARY PUBLIC  
personally appeared Juan R. Loaiza

≤ 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/she executed the same in his/her authorized capacity, and that by his/her 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.

Donna S. Perez  
(Notary Public)

Kesavan Srinivasan  
Kesavan Srinivasan

August 11, 1998  
Date

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_,  
personally appeared Kesavan Srinivasan,

≤ 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/she  
executed the same in his/her authorized capacity, and that by  
his/her 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.

\_\_\_\_\_  
(Notary Public)