| FORM PTO-1595 | 09-14 | l-1998 | U.S. DEPARTMENT OF COMMERCE |
|--|------------------------------|---|---|
| 9-2.98 | | | Patent and Trademark Office |
| To the Honorable Commissioner of Patents and Trademarks | 10082 | 26253 | thereof. |
| 1. Name of conveying party(ies): | | 2. Name and address of r | receiving party(ies): |
| Paul J. Garnett Stephen Rowlinson Femi A. Oyelakin | | Name: Sun Microsyst | tems, Inc. |
| | | Internal Address: | |
| Emrys J. Williams Sun Microsystems Limited | / | | |
| Additional name(s) of conveying party(ies) attached? | Yes No | Street Address: 901 San | Antonio Road |
| | | City Palo Alto | State CA ZIP 94303 |
| | | Additional name(s) & add | dress(es) attached? |
| 3. Nature of Conveyance: | | - | 1000(00) automico. |
| Assignment | | | |
| Merger | | | |
| Security Agreement | | | |
| Change of Name Other | | | |
| Execution Date: June 12, 1998 | | | |
| | | | |
| Application number(s) or patent number(s): If this document is being filed together with a new application. | plication, the execution dat | te of this application is: | |
| A. Patent Application No.(s) 09/094,847 | | ent No.(s) | |
| | Additional numbers attache | ned? Yes No | |
| 5. Name and address of party to whom correspondence concerning document should be mailed: | | 6. Total number of applic | ations and patents involved: |
| Name: B. Noël Kivlin | <u> </u> | | |
| Internal Address: _Conley, Rose & Tayon, P.C. | | | |
| Street Address: P.O. Box 398 | | | |
| City Austin State TX ZIP 78767-03: | 98 | | |
| | | 7. Total fee (37 CFR 3.41 |): \$ 40.00 |
| | | Enclosed | - |
| 19/11/1998 BALEXAND 00000047 09094847 | | | be charged to deposit account |
| 75 FC:581 40.00 OP | | 8. Deposit account numbe (Attach a duplicate copy 03-2769 | er: of this page if paying by deposit account) |
| | DO NOT USE | THIS SPACE | |
| 9. Statement and Signature. To the best of my knowledge and belief, the foregoing to | information is true and co | rrect and any attached copy | |
| B. Noël Kivlin | 1 | | 8-31-98 Di |
| Name of Person Signing Reg. No. 33, 929 | Signature * | | Date Total number of pages: 3 |
| OMB No. 0651-011 (exp.4/94) | | | |

PATENT REEL: 9434 FRAME: 0038 REF: P3167

ACKNOWLEDGEMENT by an Employee of the Right to apply for a Patent and AN ASSIGNMENT made on TWELFTH day of JUNE 1998 BETWEEN

PAUL JEFFREY GARNETT, of BRITISH nationality, 2 THE ROOKERY, NEWTON-LE-WILLOWS, MERSEYSIDE, WA12 9PW, UNITED KINGDOM (hereinafter referred to as "Inventor") of the first part:

STEPHEN ROWLINSON, of BRITISH nationality, of DAUNTON HOUSE, BURGHFIELD COMMON, READING, BERKSHIRE, RG7 3BT, UNITED KINGDOM (hereinafter referred to as "Inventor") of the second part;

FEMI AKIN OYELAKIN, of NIGERIAN nationality, of 44 JUNIPER WAY, HAYES, MIDDLESEX, UB3 1LE, UNITED KINGDOM (hereinafter referred to as "Inventor") of the third part;

EMRYS JOHN WILLIAMS, of BRITISH nationality, of 1063 MORSE AVENUE #3-205, SUNNYVALE, CALIFORNIA 94089, UNITED STATES OF AMERICA (hereinafter referred to as "Inventor") of the fourth part;

SUN MICROSYSTEMS LIMITED, a UNITED KINGDOM company, having a place of business at BAGSHOT MANOR, GREEN LANE, BAGSHOT, SURREY, GU19 5NL, UNITED KINGDOM (hereinafter referred to as "Employer Company") of the fifth part; AND

SUN MICROSYSTEMS, INC., a corporation of Delaware, United States of America, having a place of business at M/S PAL1-521, 2550 GARCIA AVENUE, MOUNTAIN VIEW, CALIFORNIA 94043-1100, UNITED STATES OF AMERICA (hereinafter referred to as "Parent Company") of the sixth part.

WHEREAS :-

- (A) Each Inventor claims jointly with the other Inventor(s) to have made the Invention described in the Schedule (hereinafter referred to as "the Invention");
- (B) The Invention has been made by the Inventors during the period of their employment with the Employer Company and in the course of their normal duties with the Employer Company and by virtue of the terms of their employment with the Employer Company, the Invention is to be taken as between the Employer Company and the Inventors to belong to the Employer Company;
- (C) The Employer Company agrees to assign the Invention and the right to apply for a patent or patents relating to the said Invention to the Parent Company together with all rights title and beneficial interest in and arising therefrom.

NOW THIS AGREEMENT WITNESSES as follows:-

- 1. Each Inventor HEREBY ACKNOWLEDGES that the Invention and all rights therein including the right to apply for a patent or patents relating to the Invention belongs to the Employer Company, and pursuant thereto HEREBY ASSIGNS TO AND CONFIRMS the vesting in the Employer Company of:
- (a) the whole of the property in the Invention throughout the world and any protection obtained at any time therefor and all rights title and interest which the Inventor may have or have been entitled to therein including all rights to bring proceedings for infringement thereof together with the full and exclusive benefit thereof; and (b) the right to apply for and obtain or to enable others to apply for and obtain a patent or patents or any other form of protection in respect of the Invention both in the United States of America and throughout the world.
- 2. In pursuance of the agreement referred to in Recital (C) and IN CONSIDERATION of the sum of FIVE US DOLLARS, receipt of which is hereby confirmed, the Employer Company hereby assigns to the Parent Company all its rights in the Invention including the right to apply for a patent or patents and to exploit the Invention or any patent or other protection obtained in respect thereof TO HOLD the same unto the Parent Company absolutely.
- 3. Each Inventor hereby undertakes to the Parent Company that he/she will at the expense of the Parent Company execute all documents and do all such acts and things as the Parent Company may in its absolute discretion consider necessary or desirable to enable Letters Patent or any form of protection to be issued in respect of the Invention in any part or parts of the world and to vest the same in the name of the Parent Company or its nominee free from all encumbrances and to enable or to assist the Parent Company or its

PATENT REEL: 9434 FRAME: 0039 nominee to defend oppositions to grant thereof, to maintain the same when granted and to present and prosecute for the infringement thereof.

- 4. Each Inventor hereby warrants to the Employer Company and to the Parent Company:
- (a) that he/she has not assigned or agreed to assign to any person firm or company or otherwise encumbered the Invention or any other part of the rights therein and thereto;
- (b) that he/she has not disclosed and will not disclose the Invention to any person firm or company other than the Employer Company or the Parent Company except as directed by the Employer Company or the Parent Company;
- (c) that he/she will give to the Employer Company or the Parent Company all information in his/her possession or in his/her power relating to the Invention and the method of employing or using the same as the Employer Company or the Parent Company shall require;
- (d) that he/she knows of no reason why a valid patent or valid patents relating to the Invention should not be granted either to himself/herself or to his/her successors in title.

IN WITNESS thereof the parties have duly executed this document the day and year first above written

SCHEDULE

The invention is as described in the attached draft specification entitled:- RESOURCE CONTROL IN A COMPUTER SYSTEM

SIGNED by the Inventor:

Witness

PAUL JĚFFŘEY GARNETT

SIGNED by the Inventor:

Witness

STEPHEN ROWLINSON

Witness

The last

SIGNED by the Inventor:

Claure Hallett

Claire Hallett

FEMI AKIN OYELAKIN

SIGNED by the Inventor:

EMRYS JOHN WILLIAMS

Fred Stein

PATENT REEL: 9434 FRAME: 0040 **SIGNED** for and on behalf F SUN MICROSYSTEMS LIMITED

Witness

SUSAN FERGUSON

SOLICITOR AND COMPANY SECRETARY

SUN MICROSYSTEMS LIMITED

SIGNED for and on behalf

of SUN MICROSYSTEMS, INC:

KENNETH OLSEN

VICE PRESIDENT INTELLECTUAL PROPERTY

SUN MICROSYSTEMS, INC

Witness

Synethen Sneed

PATENT REEL: 9434 FRAME: 0041

RECORDED: 09/02/1998