FORM PTO-1595	04-05-1999 E	U.S. DEPARTMENT OF COM Patent and Trademan ET
En		Attorney Docket No. <u>A-66793/</u>
To the Honorable Commissioner of H		d original documents or copy there
1. Name of conveying party:		l address of receiving party:
Howard L. Davidson	Name: Su	n Microsystems, Inc.
Additional names of conveying parties attached?		901 San Antonio Road, Palo Alto CA 9
3. Nature of conveyance:		
[x] Assignment [] ]	Merger	
	Change of Name Additional na	Additional name(s) & address(es) attached? [] Yes [x] No
Other:		
Execution Date: March 2. 1999		
4. Application number(s) or patent number	1	
A. Patent Application No.(s)	B. Patent No.	of the application is: n/a (filed 12/23/98)
A. I acat Application No.(8)	D. Fatent No.	(6) 09- 2211284
		[x] No
<ol><li>Name and address of party to whom con concerning document should be mailed:</li></ol>	rrespondence 6. Total num	ber of applications and patents involved: 1
Name: <u>Douglas J. Crisman, Esq.</u>		
Address: Flehr Hohbach Test Albritton	& Herbert LLP 7. Total fee (	37 CFR 3.41): \$40.00
4 Embarcadero Center	[x] Enclos	sed
Suite 3400		ized to be charged to deposit account, if nec
San Francisco, CA 94111-418	8. Deposit ac	count number:
	<u>06-1300 (C</u> (Attach dupli	Order A-66793/AJT) cate 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 fu	oregoing information is true and correct and a	my attached copy is a true copy of the original do
	1 6	
Douglas J. Crisman Name of Person Signing	<u> </u>	March 23. 19 Date
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Budget, Paperwork Reduction Project (0651-00	J11), Washington, D.C. 20503.	

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## ASSIGNMENT

WHEREAS, the undersigned, <u>Howard L. Davidson</u> (hereinafter termed "Inventor"), resident of <u>San Carlos</u>, County of <u>San Mateo</u>, State of <u>California</u> has invented certain new and useful improvements in <u>METHOD AND APPARATUS FOR COOLING BACKSIDE</u> <u>OPTICALLY PROBED INTEGRATED CIRCUITS</u> and has executed concurrently herewith an application for a United States patent disclosing and identifying the invention; and

WHEREAS, <u>SUN MICROSYSTEMS. INC.</u> (hereinafter termed "Assignee"), a corporation of the State of <u>DELAWARE</u>, having a place of business at <u>901 San Antonio Road. Palo</u> <u>Alto CA 94303</u>, State of <u>California</u>, 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 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 United States 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 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 Inventor hereby covenants and agrees 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

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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 upon said Inventor, their respective heirs, legal representatives and assigns.

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

IN WITNESS WHEREOF, the said Inventor has executed and delivered this instrument to said Assignee this 2 day of March, 1999.

Atown Duiden

HOWARD L. DAVIDSON

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**RECORDED: 03/29/1999**