

05-04-1999



To the Honorable Commissioner of Patents a
Please record the attached original document

101027232

BOX ASSIGNMENTS

1. Name of conveying party(ies):

Bradley Lewis, Jeremy Week, Michael Boucher, and Shaun
Dennie

MRD 4-26-99

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

3. Nature of conveyance:

☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name

☐ Other

Execution Date: April 21, 1999

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

Name: Sun Microsystems, Inc.

Internal Address: MS PAL01-521

Street Address: 901 San Antonio Road

City: Palo Alto

State: California Zip Code: 94303

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

☐ Yes ☒ No

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:

A. Patent Application Number(s):

09/244,895

B. Patent Number(s):

Additional numbers attached? ☐ Yes ☒ No

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

Jeffrey A. Berkowitz

Name:

Internal Address: FINNEGAN, HENDERSON, FARABOW, GARRETT
& DUNNER, L.L.P.

05/03/1999 DNGUYEN 00000113 09244895

01 FC:581

40.00 DP

Street Address: 1300 I Street, N.W.

City: Washington

State: DC Zip: 20005-3315

6. Total number of applications and registrations involved:
1

7. Total fee (37 CFR 3.41): \$40

☒

Enclosed (Please charge deficiency to deposit account)

☐

Authorized to be charged to deposit account

8. Deposit account number: 06-0916

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.

Jeffrey A. Berkowitz

Jeffrey A. Berkowitz

Signature

April 26, 1999

Date

Total number of pages including cover sheet, attachments and documents: 3

JOINT INVENTION
(Worldwide Rights)
06502.0203

ASSIGNMENT

WHEREAS, We, the below named inventors, (hereinafter referred to as Assignors, have made an invention entitled:

METHODS, SYSTEMS, AND ARTICLES OF MANUFACTURE FOR ANALYZING PERFORMANCE OF APPLICATION PROGRAMS

for which we filed an application for United States Letters Patent on February 4, 1999 (Serial No. 09/244,895); and

WHEREAS, Sun Microsystems, Inc., a corporation of Delaware whose post office address is 901 San Antonio Road, MS PAL01-521, Palo Alto, CA 94303 (hereinafter referred to as Assignee), is desirous of securing the entire right, title, and interest in and to this invention in all countries throughout the world, and in and to the application for United States Letters Patent on this invention and the Letters Patent to be issued upon this application;

NOW THEREFORE, be it known that for and in consideration of the sum of One Dollar (\$1.00) in hand paid and other good and valuable consideration the receipt of which from assignee is hereby acknowledged, we as assignors, have sold, assigned, transferred, and set over, and do hereby sell, assign, transfer, and set over unto the assignee, its lawful successors and assigns, our entire right, title, and interest in and to this invention and this application, and all divisions, and continuations thereof, and all Letters Patent of the United States which may be granted thereon, and all reissues thereof, and all rights to claim priority on the basis of such application, and all applications for Letters Patent which may hereafter be filed for this invention in any foreign country and all Letters Patent which may be granted on this invention in any foreign country, and all extensions, renewals, and reissues thereof; and we hereby authorize and request the Commissioner of Patents and Trademarks of the United States and any official of any foreign country whose duty it is to issue patents on applications as described above, to issue all Letters Patent for this invention to assignee, its successors and assigns, in accordance with the terms of this Assignment;


AND, WE HEREBY covenant that we have the full right to convey the interest assigned by this Assignment, and we have not executed and will not execute any agreement in conflict with this Assignment;


AND, WE HEREBY further covenant and agree that we will, without further consideration, communicate with assignee, its successors and assigns, any facts known to us respecting this invention, and testify in any legal proceeding, sign all lawful papers when called upon to do so, execute and deliver any and all papers that may be necessary or desirable to perfect the title to this invention in said assignee, its successors or assigns, execute all divisional, continuation, and reissue applications, make all rightful oaths and generally do everything

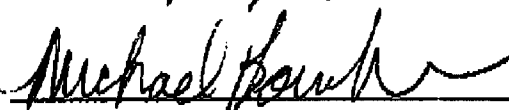
JOINT INVENTION
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06502.0203


possible to aid assignee, its successors and assigns, to obtain and enforce proper patent protection for this invention in the United States and any foreign country, it being understood that any expense incident to the execution of such papers shall be borne by the assignee, its successors and assigns.

IN TESTIMONY WHEREOF, we have hereunto set our hands.


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Date: 4/21/99


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