

07-16-1999

HEET



Attorney Docket Number  
9806-0033-999

TO THE

101092401

US AND TRADEMARKS

Box Assignment  
Washington, DC 20231

7.6.99

Please record the attached original documents or copy thereof.

JCS88 U.S. P.T.O.  
09/347994  
07/16/99

1. Name of conveying party(ies):

Johannes (nmi) Klein  
Robbert C. Van der Linden  
Raj K. Rathee  
Anoop (nmi) Sharma

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

Name: COMPAQ COMPUTER CORPORATION

Address: 20555 S.H. 249, Legal Department, MC 110701  
Houston, Texas

Country (if other than USA): \_\_\_\_\_

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

3. Nature of conveyance:

- Assignment  Merger
- Security Agreement  Change of Name
- Other \_\_\_\_\_

Execution Date: June 29, 1999

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

09 347994

If this document is being filed together with a new application, the execution date of the application is: July 6, 1999

A. Patent Application No.(s) \_\_\_\_\_

B. Patent No.(s) \_\_\_\_\_

Additional numbers attached?  Yes  No

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

PENNIE & EDMONDS LLP  
1155 Avenue of the Americas  
New York, NY 10036  
Attn: Gary S. Williams

6. Number of applications and patents involved: 1

7. Total fee (37 CFR 3.41):.....\$ 40.00  
Please charge to the deposit account listed in Section 8.

8. Deposit account number:  
16-1150 (9806-0033-999)

**DO NOT USE THIS SPACE**

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.*

Gary S. Williams 31,066  
Name of Person Signing Reg. No.

Signature

July 6, 1999  
Date

Total number of pages including cover sheet:

4

07/15/1999 DNGUYEN 00000269 161150  
01 FC:581 40.00 CH

Mail documents to be recorded with required cover sheet information to:  
09347994 Commissioner of Patents & Trademarks, Box Assignment  
Washington, D.C. 20231

## ASSIGNMENT

JOINT

WHEREAS, WE, **JOHANNES (NMI) KLEIN**, a resident of San Francisco, California, citizen of Germany; **ROBBERT C. Van der LINDEN**, a resident of Scotts Valley, California, citizen of the Belgium; **RAJ K. RATHEE**, a resident of Santa Clara, California, citizen of Canada; AND **ANOOP (NMI) SHARMA**, a resident of San Jose, California, citizen of India; (hereinafter "ASSIGNORS"), have invented certain new and useful improvements in **DATABASE MANAGEMENT SYSTEM AND METHOD FOR UPDATING SPECIFIED TUPLE FIELDS UPON TRANSACTION ROLLBACK**, having executed concurrently herewith an application for a United States patent disclosing and identifying the invention; which is identified by Pennie & Edmonds LLP docket no. 9806-0033-999; and

WHEREAS, **COMPAQ COMPUTER CORPORATION**, a Delaware Corporation located in Houston, Texas, (hereinafter "ASSIGNEE") is desirous of obtaining our 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 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. to and under the said invention and the said application:

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) to us in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, we, the said ASSIGNORS, have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto the said ASSIGNEE, its successors, legal representatives and assigns, our entire right, title and interest in, to and under the said invention, and the said United States application and all divisions, renewals and continuations thereof, and all Patents of the United States which may be granted thereon and all reissues and extensions thereof; and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, and designs which may hereafter be filed for said invention in any country or countries foreign to the United States, together with the right to file such applications and the right to claim for the same the priority rights derived from said United States application under the Patent Laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all forms of industrial property protection, including, without limitation, patents, utility models, inventors' certificates and designs which may be granted for said invention in any country or countries foreign to the United States and all extensions, renewals and reissues thereof;

WE HEREBY authorize and request the Commissioner of Patents and Trademarks of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to the said ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND WE HEREBY covenant and agree that we have full right to convey the entire interest herein assigned, and that we have not executed, and will not execute, any agreement in conflict herewith.

AND WE HEREBY further covenant and agree that we will communicate to the said ASSIGNEE, its successors, legal representatives and assigns, any facts known to us respecting said invention, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing, reissue and foreign applications, make all rightful oaths, and generally do everything possible to aid the said ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper protection for said invention in all countries.

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 Inventors, their heirs, legal representatives and assigns.

IN TESTIMONY WHEREOF, said Inventors have executed and delivered this instrument to said Assignee the day and year below written.

1.

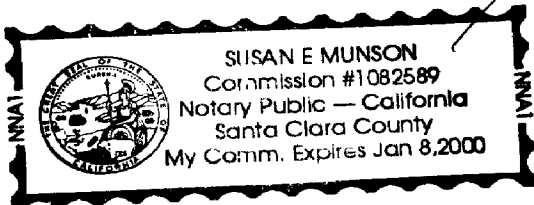
[Signature]  
JOHANNES (NMI) KLEIN

State of California }  
County of Santa Clara } SS.:

On this 29th day of June, 1999, before me, a Notary Public in and for the State and County aforesaid, personally appeared Johannes (NMI) Klein, known, or proven, to me, to be the person of that name, who signed and sealed the foregoing instrument, and he acknowledged the same to be his free act and deed.

[Signature]

Seal:



Notary Public.

2.

[Signature]  
ROBERT C. Van der LINDEN

State of California }  
County of Santa Clara } SS.:

On this 29th day of June, 1999, before me, a Notary Public in and for the State and County aforesaid, personally appeared Robert C. Van der Linden, known, or proven, to me, to be the person of that name, who signed and sealed the foregoing instrument, and he acknowledged the same to be his free act and deed.

[Signature]

Seal:



Notary Public.

3.

Raj K. Rathee  
RAJ K. RATHEE

State of California )  
County of Santa Clara ) SS.:

On this 29th day of June, 1999, before me, a Notary Public in and for the State and County aforesaid, personally appeared Raj K. Rathee, known, or proven, to me, to be the person of that name, who signed and sealed the foregoing instrument, and he acknowledged the same to be his free act and deed.

Susan E Munson  
Notary Public.

Seal:



4.

Anoop (NMI) Sharma  
ANOOP (NMI) SHARMA

State of California )  
County of Santa Clara ) SS.:

On this 29th day of June, 1999, before me, a Notary Public in and for the State and County aforesaid, personally appeared Anoop (nmi) Sharma, known, or proven, to me, to be the person of that name, who signed and sealed the foregoing instrument, and he acknowledged the same to be his free act and deed.

Susan E Munson  
Notary Public.

Seal:

