

08-17-1999

Docket No.: DEC99-20pM (PD25806)

mtd
529.99

REC



SHEET

101118634

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

1. Name of conveying party(ies)

Richard E. Kessler
Rahul Razdan
Edward J. Mclellan

2. Name and address of receiving party(ies)

Name: Digital Equipment Corporation

Internal Address: _____

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

3. Nature of conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: July 23, 1999, July 23, 1999, July 26, 1999,
respectively

Street Address: 20555 State Highway 249, MS 110701

City: Houston State: Texas ZIP: 77070

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 is: July 23, 1999, July 23, 1999,
July 26, 1999, respectively

A. Patent Application No.(s)

B. Patent No.(s)

09/364245

Additional numbers attached? ☐ Yes ☒ No

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

Name: J. Grant Houston, Esq.

Internal Address: _____

Hamilton, Brook, Smith & Reynolds, P.C.

6. Total number of applications and patents involved: ☐ 1

7. Total Fee (37 C.F.R. 3.41)..... \$ 40.00

- ☒ Enclosed (included with application fee)
☒ Authorized to charge any deficiencies or credit any overpayment to deposit account
☐ Authorized to be charged to deposit account

8. Deposit account number:

08-0380

(Attach duplicate copy 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 information is true and correct and any attached copy is a true copy of the original document.

Gerald M. Bluhm

Name of Person Signing

Gerald M. Bluhm 44,035

Signature

7/29/99

Date

Total number of pages including cover sheet, attachments, and document: ☐ 4

ASSIGNMENT

WHEREAS, We, *Richard E. Kessler, Rahul Razdan and Edward J. Mclellan*, are joint inventors of "**METHOD AND APPARATUS FOR DELAYING THE EXECUTION OF DEPENDENT LOADS**", application for United States Letters Patent which is executed of even date herewith; and

WHEREAS, DIGITAL EQUIPMENT CORPORATION, a corporation created and existing under and by virtue of the laws of the Commonwealth of Massachusetts, is desirous of acquiring the entire right, title and interest in and to the aforesaid invention throughout the world, and all right, title and interest in, to and under any and all Letters Patent of the United States and all other countries throughout the world;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, we hereby sell, assign, transfer and set over to DIGITAL EQUIPMENT CORPORATION, all right, title and interest in and to the said invention throughout the world, and said application for U.S. Letters Patent, and any and all divisions, continuations, and reissues thereof, and any and all Letters Patent of the United States and foreign countries which may be granted therefor, the same to be held and enjoyed by DIGITAL EQUIPMENT CORPORATION for its own use and benefit, and for the use and benefit of its successors, assigns, or other legal representatives, to the end of the term or terms for which said Letters Patent of the United States or foreign countries are or may be granted or reissued, as fully and entirely as the same would have been held and enjoyed by us if this assignment and sale had not been made.

And we hereby authorize and request the Commissioner of Patents and Trademarks to issue any and all Letters Patent of the United States on said invention or resulting from said application and from any and all divisions, continuations, and reissues thereof, to DIGITAL EQUIPMENT CORPORATION, as assignee of our entire interest, and hereby covenant that we have the 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 further hereby covenant and agree that we will, at any time, upon request, execute and deliver any and all papers that may be necessary or desirable to perfect the title of said invention and to such Letters Patent as may be granted therefor, to DIGITAL EQUIPMENT CORPORATION, its successors, assigns, or other legal representatives and that if DIGITAL EQUIPMENT CORPORATION, its successors, assigns or other legal representatives shall desire to file any divisional or continuation applications or to secure a reissue of such Letters Patent, or to file a disclaimer relating thereto, will upon request, sign all papers, make all rightful oaths and do all lawful acts requisite for the filing of such divisional or continuation application, or such application for reissue and the procuring thereof, and for the filing of such disclaimer, without further compensation but at the expense of said assignee, its successors, or other legal representatives.

And we do further covenant and agree that we will, at any time upon request, communicate to DIGITAL EQUIPMENT CORPORATION, its successors, assigns or other legal representatives, such facts relating to said invention and Letters Patent or the file history thereof as may be known to us, and testify as to the same in any interference or other litigation when requested so to do, without further compensation but at the expense of said assignee, its successors, or other legal representatives.

EXECUTED THIS 23rd day of July, 1999.

Richard E. Kessler
Richard E. Kessler

STATE/Commonwealth of Massachusetts §
COUNTY OF Worcester §

BEFORE ME, the undersigned authority, on this day personally appeared **Richard E. Kessler**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

1999. GIVEN UNDER MY HAND and seal of office this 23rd day of July, 1999.

Shelton D. Burt Jr.
Notary Public
My Commission Expires 7/7/06

EXECUTED THIS 23 day of July, 1999.

Rahul Razdan
Rahul Razdan

STATE/Commonwealth of Massachusetts §
COUNTY OF Worcester §

BEFORE ME, the undersigned authority, on this day personally appeared **Rahul Razdan**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

1999. GIVEN UNDER MY HAND and seal of office this 23rd day of July, 1999.

Shelton D. Burt Jr.
Notary Public
My Commission Expires 7/7/06

EXECUTED THIS 26 day of July, 1999.

Ed J. Mclellan
/Edward J. Mclellan

STATE/Commonwealth of Massachusetts §
COUNTY OF Middlesex §

BEFORE ME, the undersigned authority, on this day personally appeared **Edward J. Mclellan**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND and seal of office this 26th day of July, 1999.

Sheldon D. Smith
Notary Public
my Commission Expires 7/7/06