



09-17-1999

FORM PTO-1595

RECORD



U.S. DEPARTMENT OF COMMERCE

1-31-92

Patent and Trademark Office

101148107

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

1. Name of conveying party(ies):

Nicholas M. Twyman

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

3. Nature of conveyance:

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

Execution Date: 7 September 1999

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

Name: **3Com Corporation**Street Address: **5400 Bayfront Plaza**City: **Santa Clara, California 95052**

Additional name(s) &amp; address(es) attached?

☐ Yes ☒ No

4. Application number(s) or patent number(s): 09/321,686

If this document is being filed together with a new application, the execution date of the application is: 28 May 1999

A. Patent Application No.(s): 09/321,686

B. Patent No.(s):

Additional numbers attached? ☐ Yes ☒ No

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

Name: **Kent R. Richardson**  
**Wilson Sonsini Goodrich & Rosati**  
**650 Page Mill Road**  
**Palo Alto, CA 94304-1050**

6. Total number of applications and patents involved: [1]

7. Total fee (37 CFR 3.41) ..... \$40.00  
☐ Enclosed  
☒ Authorized to be charged to deposit account

8. Deposit account number: 23-2415  
(Attorney Docket No.: 15886-309)

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.*

Kent R. Richardson, Reg. No.: 39,443

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments and document: [5]

09/16/1999 HLE111 00000104 232415 09321686

06 FC:581 40.00 CH

**JOINT TO CORPORATE  
ASSIGNMENT**

WHEREAS, the undersigned,

OSBORN, Neal A.  
2053 Skyline Drive  
Milpitas, California 95035

CANOVA, JR., Francis James  
3337 Morningview Terrace  
Fremont, California 94539

TWYMAN, Nicholas M.  
1531 Golden Gate Avenue  
San Francisco, California 94115

JOHNSON, Scott R.  
1066 South Mary Avenue  
Sunnyvale, California 94087

LEMKE, Steven C.  
506 Kinross Court  
Sunnyvale, California 94087

hereinafter termed "Inventors", have invented certain new and useful improvements in

**METHOD AND APPARATUS FOR USING RESIDUAL  
ENERGY IN A BATTERY-POWERED COMPUTER**

and have filed an application for a United States patent disclosing and identifying the above invention on 28 May 1999 as Application No. 09/321,686 (hereinafter termed "application"); and

WHEREAS, 3Com Corporation, a corporation of the State of Delaware, having a place of business at 5400 Bayfront Plaza, Santa Clara, CA 95052-8145, (hereinafter termed "Assignee"), 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 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.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventors to have been received in full from said Assignee:

1. Said Inventors do 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 divisional, substitution, continuation, or continuation-in-part of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.

2. Said Inventors hereby jointly and severally covenant and agree 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 granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventors in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventors, their respective heirs, legal representatives and assigns.

4. Said Inventors hereby jointly and severally warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, said Inventors have executed and delivered this instrument to said Assignee as of the dates written below.

State of California )  
County of Santa Clara )

\_\_\_\_\_  
Neal A. Osborn

On \_\_\_\_\_, 1999, before me, \_\_\_\_\_,  
personally appeared \_\_\_\_\_,

☐ personally known to me or ☐ proved to me on the basis of  
satisfactory evidence, to be the person whose name is subscribed to  
the within instrument and acknowledged to me that he/she executed  
the same in his/her authorized capacity, and that by his/her signature  
on the instrument the person or the entity upon behalf of which the  
person acted, executed the instrument.

\_\_\_\_\_  
Date

WITNESS my hand and official seal.

\_\_\_\_\_  
(Notary Public)

State of California )  
 )  
County of Santa Clara )

\_\_\_\_\_  
Francis James Canova, Jr.

On \_\_\_\_\_, 1999, before me, \_\_\_\_\_,  
personally appeared \_\_\_\_\_,

☐ personally known to me or ☐ proved to me on the basis of  
satisfactory evidence, to be the person whose name is subscribed to  
the within instrument and acknowledged to me that he/she executed  
the same in his/her authorized capacity, and that by his/her signature  
on the instrument the person or the entity upon behalf of which the  
person acted, executed the instrument.

\_\_\_\_\_  
Date

WITNESS my hand and official seal.

\_\_\_\_\_  
(Notary Public)

State of California )  
 )  
County of Santa Clara )

Nich Twyman  
Nicholas M. Twyman

On \_\_\_\_\_, 1999, before me, \_\_\_\_\_,  
personally appeared \_\_\_\_\_,

☐ personally known to me or ☐ proved to me on the basis of  
satisfactory evidence, to be the person whose name is subscribed to  
the within instrument and acknowledged to me that he/she executed  
the same in his/her authorized capacity, and that by his/her signature  
on the instrument the person or the entity upon behalf of which the  
person acted, executed the instrument.

9/7/99  
Date

WITNESS my hand and official seal.

\_\_\_\_\_  
(Notary Public)

State of California )  
 )  
County of Santa Clara )

\_\_\_\_\_  
Scott R. Johnson

On \_\_\_\_\_, 1999, before me, \_\_\_\_\_,  
personally appeared \_\_\_\_\_,

☐ personally known to me or ☐ proved to me on the basis of  
satisfactory evidence, to be the person whose name is subscribed to  
the within instrument and acknowledged to me that he/she executed  
the same in his/her authorized capacity, and that by his/her signature  
on the instrument the person or the entity upon behalf of which the  
person acted, executed the instrument.

\_\_\_\_\_  
Date

WITNESS my hand and official seal.

\_\_\_\_\_  
(Notary Public)

State of California )  
 )  
County of Santa Clara )

\_\_\_\_\_  
Steven C. Lemke

On \_\_\_\_\_, 1999, before me, \_\_\_\_\_,  
personally appeared \_\_\_\_\_,

☐ personally known to me or ☐ proved to me on the basis of  
satisfactory evidence, to be the person whose name is subscribed to  
the within instrument and acknowledged to me that he/she executed  
the same in his/her authorized capacity, and that by his/her signature  
on the instrument the person or the entity upon behalf of which the  
person acted, executed the instrument.

\_\_\_\_\_  
Date

WITNESS my hand and official seal.

\_\_\_\_\_  
(Notary Public)