

10-18-1999

FORM PTO-1595 **RECORDATI**  
1-31-92 **PATE**



DEPARTMENT OF COMMERCE

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

1. Name of conveying parties:  
  
Maxstrat Corporation  
801 Buckeye Court, Milpitas, CA 95035  
  
Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies):  
**Name: Sun Microsystems, Inc.**  
**Street Address: 901 San Antonio Road**  
  
**City: Palo Alto State: CA Zip:**  
  
Additional name(s) & address(es) attached?  Yes  No

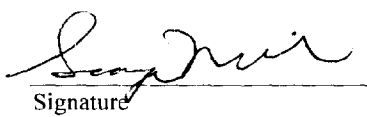
3. Nature of conveyance:  
  
 Assignments  Merger  
 Security Agreement  Change of Name  
 Other: Corporate to Corporate  
  
Execution Date: 10/1/99

4. Application number(s) or patent number(s): (09/162,109)  
  
If this document is being filed together with a new application, the execution date of the application is:  
  
A. Patent Application No.(s): 09/162,109  
B. Patent No.(s):  
  
Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: **George A. Willman**  
Internal Address:  
**Wilson, Sonsini, Goodrich & Rosati**  
Street Address:  
**650 Page Mill Road**  
City: **Palo Alto** State: **CA** Zip: **94304-1050**

6. Total number of applications and patents involved: [ 1 ]  
  
7. \$40.00 ..... Total fee (37 CFR 3.41)  
 Enclosed  
 Authorized to be charged to deposit account  
  
8. Deposit account number: 23-2415  
(Attorney Docket No. 15009.702)

**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.*  
  
George A. Willman, Reg. No. 41,378  
Name of Person Signing  10/17/99  
Signature Date

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

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**PATENT**  
**REEL: 010306 FRAME: 0853**

**CORPORATE TO CORPORATE ASSIGNMENT**

WHEREAS, Sun Microsystems, Inc., having a place of business at 901 San Antonio Road, Palo Alto, CA 94303, (hereinafter termed "Assignee"), is desirous of acquiring right, title and interest from Maxstrat Corporation, having a place of business at 801 Buckeye Court, Milpitas, CA 95035, (hereinafter termed "Assignor") to:

**U.S. Patent Application 09/162,109 filed September 28, 1998  
PARTITIONING OF STORAGE CHANNELS USING PROGRAMMABLE SWITCHES,**

any and all inventions described therein (hereinafter "said Inventions"), patent applications, patents, inventor's certificates and other forms of protection (hereinafter termed "Patents"), thereon granted in the United States and foreign countries on said Inventions.

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

1. Said Assignor does hereby sell, assign, transfer and convey unto said Assignee the entire right, title and interest (a) in and to said Inventions and said Patents; (b) in and to all rights to apply for foreign patents on said Inventions 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 Inventions 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; (d) in and to each and every reissue or extensions of any of said patents; and e) any and all causes of action and rights of recovery for past infringement of said Patents.

2. Said Assignor 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 the Assignor 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 the parties (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 Inventions; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving Said Inventions; and (f) for legal proceedings involving Said Inventions 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.

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 the Assignor, its successors, assigns and other legal representatives.

IN WITNESS WHEREOF, said Assignor has executed and delivered this instrument to said Assignee as of the date written below.

**MAXSTRAT CORPORATION**

By: Keith D. Kester

Title: Director

Date: 10/1/99

Attorney Docket No. 15009.702  
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