

10-22-1999



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Attorney Docket No. M99-256001

FORM PTO-1595
1-31-92

**RECORDATION FORM COVER SHEET
PATENTS ONLY**

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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

1. Name of conveying party(ies):
Hoyt A. Fleming III

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

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other

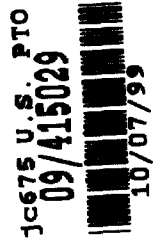
Execution Date: September 28, 1999

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

Name: Micron Electronics, Inc.
Street Address: 900 East Karcher Road
City: State: Zip: Nampa, Idaho 83687

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

Yes No



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

09/415029

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

Name: A. Richard Park
Park & Vaughan LLP
508 Second Street, Suite 201
Davis, CA 95616

Attorney Docket No.: M99-256001

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: _____

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.

A. Richard Park
Name of Person Signing

A. Richard Park
Signature

October 7, 1999
Date

Total number of pages including cover sheet, attachments and document: [3]

10/21/1999 DBUTLER 00000016 09415029

03 FC:581 #corporate power of attorney

CORPORATE ASSIGNMENT

WHEREAS, the undersigned,

Hoyt A. Fleming III

4134 W. Quail Ridge Drive, Boise, Idaho 83703

hereinafter termed "Inventor(s)", have invented certain new and useful improvements in

Method for Automatically Retrieving and Installing Device Drivers Across a Network

and have executed a declaration or oath for an application for a United States patent disclosing and identifying the invention:

X On the 23rd day of SEPTEMBER , 19 99 ;

Or

Said application having Application Number and filed on ; and

WHEREAS, Micron Electronics, Inc., a corporation of the State of Minnesota, having a place of business at 900 East Karcher Road, Nampa, Idaho 83687, (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 Inventor(s) (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 Inventor(s) to have been received in full from said Assignee:

1. Said Inventor(s) 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 Inventor(s) 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 Inventor(s) 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

Inventor(s) 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 Inventor(s), their respective heirs, legal representatives and assigns.

4. Said Inventor(s) 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 Idaho)
County of Canyon)

Hoyt A. Fleming III
Hoyt A. Fleming III

On 9-28-99, before me, Nancey Hammond
personally appeared Hoyt A. Fleming III,

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.

9-28-99
Date

WITNESS my hand and official seal.

Nancey Hammond
(Notary Public)

