FORM PTO-1595 1-31-92

File No. A-70538/RMA

HEET

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

To the Honorable Commissioner c

101724636

... Please record the attached original documents or

copy thereof.	1
1. Name of conveying party(ies):	2. Name and address of receiving party(ies):
Henry T. Fung 05/19/01	Amphus, Inc.
Additional name(s) of conveying party(ies) attached? [] Yes [X] No	San Jose, California 95131
3. Nature of Conveyance:	333
[X] Assignment [] Merger) 11f
[] Security Agreement [] Change of Name	
Execution Date: May 15, 2001	Additional name(s) & address(es) attached? [] Yes [X] No
4. Application number(s) or patent number(s):	
If this document is being filed together with a new a	pplication, the execution date of the application is
May 1s	5, 2001
A. Patent Application No.(s)	B. Patent No.(s)
09/860210	
Additional numbers attac	ched? [] Yes [X] No
5. Name and address of party to whom correspondence concerning document should be mailed:	6. Total number of applications and patents involved: [1]
R. Michael Ananian FLEHR HOHBACH TEST ALBRITTON & HERBERT LLP 4 Embarcadero Center #3400 San Francisco, CA 94111	7. Total fee (37 CFR 3.41):\$40.00
	[X] Enclosed
	[] Authorized to be charged to deposit account
2001 TGEDAMU1 00000015 09860210	8. Deposit account number: 06-1300
40.00 OP	Please debit any underpayment or credit any overpayment to the above deposit account. Our Order No. A-70538/RMA
DO NOT USE	THIS SPACE
9. Statement and signature.	
To the best of my knowledge and belief, correct and any attached copy is a true copy	
R. Michael Ananian K. Michael Ananian	May 18, 20
	ature Date cover sheet, attachments and document: [
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OMB No. 0651-0011 (exp. 4/94)	

Washington, DC 20231

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Rev. 8/93

PATENT REEL: 011825 FRAME: 0716

ASSIGNMENT

WHEREAS, HENRY T. FUNG, San Jose, California, has invented certain new and useful improvements in *MULTI-SERVER AND MULTI-CPU POWER MANAGEMENT*SYSTEM AND METHOD for which invention an application for Letters Patent of the United States is filed concurrently herewith, in the United States Patent and Trademark Office.

WHEREAS, AMPHUS, INC., a Delaware corporation having a place of business at 2372 Qume, Suite F, San Jose, CA 95131, (hereinafter referred to as Assignee) is desirous of acquiring the entire right, title, and interest in and to said invention, said application and the Letters Patent to be obtained therefor;

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

- 1. Said Inventor does 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 division, substitution, or continuation of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.
- 2. Said Inventor 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 said Inventor 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

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said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventor 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, his heirs, legal representatives and assigns.
- 4. Said Inventor hereby warrants and represents that he has not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, the said Inventor has executed and delivered this instrument to said Assignee on the date set forth below:

3/15/

Date

HENRY T. FUNG

A-70538/RMA 1028992