

07-09-2001

Docket No.: 0918.1149-001

RECC



SHEET

101769837

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

1. Name of conveying party(ies)

- 1) John S. Yates
- 2) Steven Tony Tye
- 3) Raymond J. Hookway

7-301

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

3. Nature of conveyance:

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

Execution Date: 1) 6/22/01; 2) 6/14/01; 3) 5/27/01

2. Name and address of receiving party(ies)

Name: Compaq Computer Corporation

Internal Address: \_\_\_\_\_

Street Address: \_\_\_\_\_

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: \_\_\_\_\_

A. Patent Application No.(s)

09/503,232

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: Mary Lou Wakimura, Esq.

Internal Address: \_\_\_\_\_

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

Street Address: Two Militia Drive

City: Lexington State: MA ZIP: 02421-4799

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

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

- ☒ Enclosed
- ☒ 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

[Signature] (44,000)

Signature

6/29/01

Date

Total number of pages including cover sheet, attachments, and document: ☐ 10

7-106/3001 UNFILED 00000259 09503232

1-101581

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PATENT  
REEL: 011945 FRAME: 0109

# ASSIGNMENT

WHEREAS, we, *John S. Yates, Steven Tony Tye and Raymond J. Hookway*, are joint inventors of "*Method and Apparatus for Performing Binary Translation*" application for United States Letters Patent Serial No. *09/503,232*, filed *February 11, 2000*; and

WHEREAS, COMPAQ COMPUTER CORPORATION, a corporation created and existing under and by virtue of the laws of the State of Delaware, 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 COMPAQ COMPUTER 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 COMPAQ COMPUTER 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 COMPAQ COMPUTER CORPORATION as assignee of my 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 COMPAQ COMPUTER CORPORATION, its successors, assigns, or other legal representatives and that if COMPAQ COMPUTER 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 COMPAQ COMPUTER 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 22 day of June, 2001.

John S. Yates  
John S. Yates

STATE/Commonwealth of Mass §  
COUNTY OF Norfolk §

BEFORE ME, the undersigned authority, on this day personally appeared **John S. Yates**, 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 22 day of June, 2001.

my commission expires  
9.27.2006

John J. McElhin  
Notary Public

\*\*\*\*\*

EXECUTED THIS 22 day of June, 2001.

Steven Tony Tye  
Steven Tony Tye

STATE/Commonwealth of \_\_\_\_\_ §  
COUNTY OF \_\_\_\_\_ §

BEFORE ME, the undersigned authority, on this day personally appeared **Steven Tony Tye**, 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 \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

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EXECUTED THIS \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
*Raymond J. Hookway*

STATE/Commonwealth of \_\_\_\_\_ §  
COUNTY OF \_\_\_\_\_ §

BEFORE ME, the undersigned authority, on this day personally appeared *Raymond J. Hookway*, 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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

# ASSIGNMENT

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NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, we hereby sell, assign, transfer and set over to COMPAQ COMPUTER 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 COMPAQ COMPUTER 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 COMPAQ COMPUTER CORPORATION as assignee of my 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.

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EXECUTED THIS \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
*John S. Yates*

STATE/Commonwealth of \_\_\_\_\_ §  
COUNTY OF \_\_\_\_\_ §

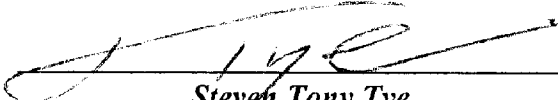
BEFORE ME, the undersigned authority, on this day personally appeared *John S. Yates*, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

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EXECUTED THIS 14th day of June, 2001.

  
\_\_\_\_\_  
*Steven Tony Tye*

STATE/Commonwealth of Massachusetts §  
COUNTY OF Worcester §

BEFORE ME, the undersigned authority, on this day personally appeared *Steven Tony Tye*, 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 14 day of June, 2001.

  
\_\_\_\_\_  
Notary Public

*DENISE M. GILBERT, Notary Public*  
My Commission Expires Feb. 18, 2005

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EXECUTED THIS \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
***Raymond J. Hookway***

STATE/Commonwealth of \_\_\_\_\_ §  
COUNTY OF \_\_\_\_\_ §

BEFORE ME, the undersigned authority, on this day personally appeared ***Raymond J. Hookway***, 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 \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

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NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, we hereby sell, assign, transfer and set over to COMPAQ COMPUTER 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 COMPAQ COMPUTER 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.

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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 COMPAQ COMPUTER CORPORATION, its successors, assigns, or other legal representatives and that if COMPAQ COMPUTER 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 COMPAQ COMPUTER 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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
**John S. Yates**

STATE/Commonwealth of \_\_\_\_\_ §  
COUNTY OF \_\_\_\_\_ §

BEFORE ME, the undersigned authority, on this day personally appeared **John S. Yates**, 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 \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

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EXECUTED THIS \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
**Steven Tony Tye**

STATE/Commonwealth of \_\_\_\_\_ §  
COUNTY OF \_\_\_\_\_ §

BEFORE ME, the undersigned authority, on this day personally appeared **Steven Tony Tye**, 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 \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

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EXECUTED THIS 27<sup>th</sup> day of May, 2001.

Raymond J. Hookway  
Raymond J. Hookway

STATE/Commonwealth of Massachusetts §  
COUNTY OF Middlesex §

BEFORE ME, the undersigned authority, on this day personally appeared **Raymond J. Hookway**, 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 27<sup>th</sup> day of Ma, 2001.

Cynthia M. Ahearn  
Notary Public

