

01-31-2002

Attorney Docket No. SUN-P7133-RA



FORM PTO-1595

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U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

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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 party(ies):  
Partha P. Tirumalai, Spiros Kalogeropoulos, Mahadevan Rajagopalan,  
Yonghong Song, Vikram Rao

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

Name: Sun Microsystems, Inc.  
Street Address: 901 San Antonio Road  
City: State: Zip: Palo Alto, CA 94303

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

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

Yes  No

3. Nature of conveyance:

- Assignment  Merger
- Security Agreement  Change of Name
- Other

10/052999

Execution Date: October 25, 2001

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: **October 25, 2001**

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 & Fleming LLP  
508 Second Street, Suite 201  
Davis, CA 95616

Attorney Docket No.: SUN-P7133-RA

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

Signature

November 2, 2001  
Date

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

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**CORPORATE ASSIGNMENT**

WHEREAS, the undersigned,

Partha P Tirumalai  
Spiros Kalogeropoulos  
Mahadevan Rajagopalan  
Yonghong Song  
Vikram Rao

33916 Rowland Dr., Fremont, CA 94555  
258 East Main St. #C, Los Gatos, CA 95030  
311 Grau Dr., Fremont, CA 94536  
650 S. 8th St. #12, San Jose, CA 95112  
62 Laurie Meadows Dr. Apt. 2, San Mateo, CA 94003

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

*METHOD AND APPARATUS FOR INSERTING PREFETCH INSTRUCTIONS IN AN OPTIMIZING COMPILER*

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

x On the 25th day of October, 2001;

Or

\_\_\_\_\_ Said application having Application Number\_\_ and filed on\_\_; and

WHEREAS, Sun Microsystems, Inc. a corporation of the State of Delaware, having a place of business at 901 San Antonio Road, Palo Alto, CA 94303, (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 Inventor(s) have executed and delivered this instrument to said Assignee as of the dates written below.

*Partha P. Tirumalai* 10/23/2001

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Partha P Tirumalai Date

*Spiros Kalogeropoulos* 10/25/2001

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Spiros Kalogeropoulos Date

*Mahadevan Rajagopalan* 10/24/2001

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Mahadevan Rajagopalan Date

*Yonghong Song* 10/23/2001

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Yonghong Song Date

*Vikram Rao* 10/23/2001

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Vikram Rao Date