



101974724

FORM PTO-1595 U.S. DEPARTMENT OF COMMERCE
1-31-92

Patent and Trademark Office

RECORDATION FORM COVER SHEET
PATENTS ONLY

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

1. Name of conveying party(ies):
Gerald Ronald Gough
Sun Microsystems Limited
Additional name(s) of conveying party(ies) attached? Yes No

1-16-02

2. Name and address of receiving party(ies):
Name: Sun Microsystems, Inc.
Street Address: 901 San Antonio Road
City Palo Alto State CA ZIP 94303
Additional name(s) & address(es) attached? Yes No

3. Nature of Conveyance:
 Assignment
 Merger
 Security Agreement
 Change of Name
 Other _____
Execution Date: January 16, 2001

4. Application number(s) or patent number(s):
If this document is being filed together with a new application, the execution date of this application is:

A. Patent Application No.(s) 10,050388 B. Patent No.(s)
Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: B. Noël Kivlin
Internal Address: Conley, Rose & Tayon, P.C.
Street Address: P.O. Box 398
City Austin State TX ZIP 78767-0398

6. Total number of applications & patents involved: 1

7. Total fee (37 CFR 3.41):\$ 40.00
 Fee Authorization Form Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: 501505/5681-09400/BNK
(Attach a duplicate copy of this page if paying by deposit account)

02/05/2002 DBYRNE 00000000 501505 10050388
01 FE:581 40.00 CH

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.

B. Noël Kivlin
Name of Person Signing
Reg. No. 33,929

Signature

1-16-02
Date

Total number of pages: 17

OMB No. 0651-011 (exp.4/94)

1000 U.S. PTO
10/050388
01/16/02

ACKNOWLEDGEMENT by an Employee of the Right to apply for a Patent and AN ASSIGNMENT to have effect on the **SIXTEENTH DAY OF JANUARY 2001 BETWEEN**

GERALD RONALD GOUGH, of UNITED KINGDOM nationality, of 25 DRURY LANE, HOUGHTON REGIS, BEDFORDSHIRE, LU5 5ED, UNITED KINGDOM (hereinafter referred to as "Inventor") of the first part;

SUN MICROSYSTEMS LIMITED, a UNITED KINGDOM company, having a place of business at BAGSHOT MANOR, GREEN LANE, BAGSHOT, SURREY, GU19 5NL, UNITED KINGDOM (hereinafter referred to as "Employer Company") of the second part; AND

SUN MICROSYSTEMS, INC., a corporation of Delaware, United States of America, having a place of business 901 SAN ANTONIO ROAD, PALO ALTO CALIFORNIA 94303, UNITED STATES OF AMERICA (hereinafter referred to as "Parent Company") of the third part.

WHEREAS :-

(A) The Inventor claims to have made the Invention described in the Schedule (hereinafter referred to as "the Invention");

(B) The Invention has been made by the Inventor during the period of his/her employment with the Employer Company and in the course of his/her normal duties with the Employer Company and by virtue of the terms of his/her employment with the Employer Company, the Invention is to be taken as between the Employer Company and the Inventor to belong to the Employer Company;

(C) The Employer Company agrees to assign the Invention and the right to apply for a patent or patents relating to the said Invention to the Parent Company together with all rights title and beneficial interest in and arising therefrom.

NOW THIS AGREEMENT WITNESSES as follows:-

1. The Inventor HEREBY ACKNOWLEDGES that the Invention and all rights therein including the right to apply for a patent or patents relating to the Invention belongs to the Employer Company, and in consideration thereof and pursuant thereto HEREBY ASSIGNS TO AND CONFIRMS the vesting in the Employer Company of:

- (a) the whole of the property in the Invention throughout the world and any protection obtained at any time therefor and all rights title and interest which the Inventor may have or have been entitled to therein including all rights to bring proceedings for infringement thereof together with the full and exclusive benefit thereof; and
- (b) the right to apply for and obtain or to enable others to apply for and obtain a patent or patents or any other form of protection in respect of the Invention both in the United States of America and throughout the world.

2. In pursuance of the agreement referred to in Recital (C) and IN CONSIDERATION of the sum of FIVE US DOLLARS, receipt of which is hereby confirmed, the Employer Company hereby assigns to the Parent Company all its rights in the Invention including the right to apply for a patent or patents and to exploit the Invention or any patent or other protection obtained in respect thereof TO HOLD the same unto the Parent Company absolutely.

3. The Inventor hereby undertakes to the Parent Company that he/she will at the expense of the Parent Company execute all documents and do all such acts and things as the Parent Company may in its absolute discretion consider necessary or desirable to enable Letters Patent or any form of protection to be issued in respect of the Invention in any part or parts of the world and to vest the same in the name of the Parent Company or its nominee free from all encumbrances and to enable or to assist the Parent Company or its nominee to defend oppositions to grant thereof, to maintain the same when granted and to present and prosecute for the infringement thereof.

4. The Inventor hereby warrants to the Employer Company and to the Parent Company: