

02-06-2002



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

101974734  
RECORDATION FORM COVER SHEET  
PATENTS ONLY

Patent and Trademark Office

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  
Sean Conor Wrycraft  
Sun Microsystems Limited

1-16-02

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

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) 10,050389

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. Noel 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: 501505/5681-09200/BNK  
(Attach a 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.

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

Signature

1-16-02

Date

Total number of pages: 23

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

02/05/2002 DBYRNE 0000079 501505 10050389

01 FC:581 40.00 CH

PATENT  
REEL: 012534 FRAME: 0611

10/050389  
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;

**SEAN CONOR WRYCRAFT**, of UNITED KINGDOM nationality, of 70 CUNNINGHAM PARK, HARROW, MIDDLESEX, HA1 4QJ, UNITED KINGDOM (hereinafter referred to as "Inventor") of the second 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 third 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 fourth part.

WHEREAS :-

(A) Each Inventor claims to have made with his/her co-inventor(s) the Invention described in the Schedule (hereinafter referred to as "the Invention");

(B) The Invention has been made by each 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. Each 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. Each 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. Each Inventor hereby warrants to the Employer Company and to the Parent Company:
  - (a) that he/she has not assigned or agreed to assign to any person firm or company or otherwise encumbered the Invention or any other part of the rights therein and thereto;
  - (b) that he/she has not disclosed and will not disclose the Invention to any person firm or company other than the Employer Company or the Parent Company except as directed by the Employer Company or the Parent Company;
  - (c) that he/she will give to the Employer Company or the Parent Company all information in his/her possession or in his/her power relating to the Invention and the method of employing or using the same as the Employer Company or the Parent Company shall require;
  - (d) that he/she knows of no reason why a valid patent or valid patents relating to the Invention should not be granted either to himself/herself or to his/her successors in title.

IN WITNESS thereof the parties have duly executed this document to have effect the day and year first above written

SCHEDULE

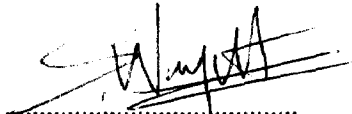
The invention is as described in the draft specification entitled **RACK MOUNTABLE SYSTEMS™** (SUN REF: P5879).

SIGNED by the Inventor:

  
 .....  
 GERALD RONALD GOUGH


Witness  
  
 .....  
 J. R. KITCHEN

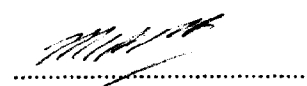
SIGNED by the Inventor:

  
 .....  
 SEAN CONOR WRYCRAFT


Witness  
  
 .....  
 J. R. KITCHEN

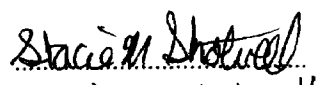
SIGNED for and on behalf of SUN MICROSYSTEMS LIMITED:

  
 .....  
 MARK CURTIS  
 SOLICITOR AND COMPANY SECRETARY  
 SUN MICROSYSTEMS LIMITED

Witness  
  
 .....  
 M C B Butler

SIGNED for and on behalf of SUN MICROSYSTEMS, INC:

  
 .....  
 KENNETH OLSEN  
 VICE PRESIDENT INTELLECTUAL PROPERTY  
 SUN MICROSYSTEMS, INC

Witness  
  
 .....  
 Stacie H. Shotwell