

08-12-2002

FORM PTO-1595

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U.S. DEPARTMENT OF COMMERCE

1-31-92

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Patent and Trademark Office

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

1. Names of conveying parties:

Francesco DiMambro

07/31/02

2. Name and address of receiving party:

Name: Sun Microsystems, Inc.  
Street Address: 4150 Network Circle  
City: State: Zip: Santa Clara, CA 95054

Additional names of conveying parties attached?  Yes  No

3. Nature of conveyance:

Assignment  Merger  
 Security Agreement  Change of Name  
 Other

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

Yes  No

Execution Date: July 29, 2002

4. Application number(s) or patent number(s)

10/210487

If this document is being filed together with a new application, the execution date of the application is: July 29, 2002

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: Daniel E. Vaughan  
Park, Vaughan & Fleming LLP  
702 Marshall Street, Suite 310  
Redwood City, CA 94063

Attorney Docket No.: SUN-P7962

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.

Daniel E. Vaughan  
Name of Person Signing

*Daniel Vaughan*  
Signature

July 31, 2002  
Date

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

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07/31/02

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**SOLE TO CORPORATE ASSIGNMENT**

WHEREAS, the undersigned, Francesco R. DiMambro, (hereinafter termed "Inventor"), having a residence at 1354 Stockbridge Drive, City of San Jose, State of California, 95130 has invented certain new and useful improvements in:

**LOAD BALANCING THE SERVICING OF RECEIVED PACKETS**

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

X On the 29<sup>th</sup> day of July, 2002;

Or

\_\_\_ Said application having Application Number \_\_\_\_\_, and filed on the \_\_\_ day of \_\_\_\_\_.

WHEREAS Sun Microsystems, Inc. a corporation of the State of Delaware, having a place of business at 4150 Network Circle, Santa Clara, CA 95054 (hereinafter termed "Assignee"), wishes to acquire 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 by said Inventor (hereinafter termed "said invention"), and in and to any and all patents, certificates of invention and other forms of protection thereon (hereinafter termed "patents") applied for or granted in the United States and/or other countries.

NOW THEREFORE, for 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 to 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 in any or all countries of the world for patents, certificates of inventions or other governmental grants on said invention, including the right to apply for patents pursuant to the International Convention for the Protection of Industrial Property or pursuant to any other convention, treaty, agreement or understanding; (c) in and to any and all applications filed and any and all patents, certificates of inventions or other governmental grants granted on said invention in the United States or any other 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; (d) in and to each and every reissue or extension of any of said patents; and (e) in and to each and every patent claim resulting from a reexamination certificate for any and all of said patents.

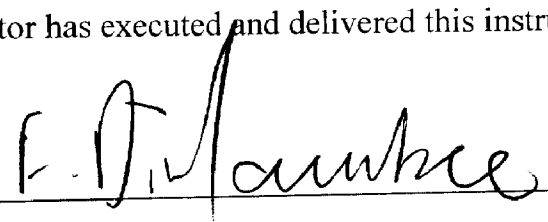
2. Said Inventor hereby covenants and agrees to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and other countries. Such cooperation by said Inventor shall include prompt production of pertinent facts and documents, giving of testimony, executing 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 complying with any duty of disclosure; (c) for prosecuting any of said applications; (d) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (e) for filing and prosecuting applications for reissue of any of said patents; (f) for interference or other priority proceedings involving said invention; and (g) 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, reexamination proceedings, compulsory licensing 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, and his or her heirs, legal representatives and assigns.

4. Said Inventor hereby warrants and represents that the inventor 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 given below.

Date: 7/29/2002

Signed: 

Name: Francesco R. DiMambro