

01-07-2003

Patent and Trademark Office

12-27-02

To the Honorable Commissioner of Patents and Trademarks. I

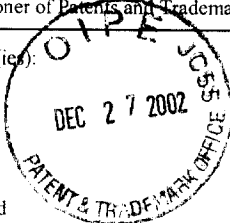


102329677

hereof.

1. Name of conveying party(ies):

Paul J. Garnett
James E. King
Martin P. Mayhead
Peter Heffernan
Sun Microsystems Limited



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

Name: Sun Microsystems, Inc.

Street Address: 4150 Network Circle

City Santa Clara State CA ZIP 95054

Additional name(s) & address(es) attached? ☐ Yes ☒ No

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

3. Nature of Conveyance:

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

Execution Date: August 8, 2002

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)

10/215,667

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 and 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: 501505/5681-27800/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. Noël Kivlin

Name of Person Signing
Reg. No. 33,929

[Signature]
Signature

12-20-02
Date

Total number of pages: 4

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

01/06/2003 GTDN11 00000069 501505 10215667

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PATENT
REEL: 013623 FRAME: 0363

ACKNOWLEDGEMENT by an Employee of the Right to apply for a Patent and AN ASSIGNMENT to have effect on the **EIGHTH DAY OF AUGUST 2002 BETWEEN**

PAUL J GARNETT, of UNITED KINGDOM nationality, of LITTLE ORCHARD, KNIGHTSBRIDGE ROAD, CAMBERLEY, SURREY, GU15 3TS, UNITED KINGDOM (hereinafter referred to as "Inventor") of the first part;

JAMES E KING, of UNITED KINGDOM nationality, of 75A WATERLOO ROAD, WOKINGHAM, BERKSHIRE, RG40 2JE, UNITED KINGDOM (hereinafter referred to as "Inventor") of the second part;

MARTIN P MAYHEAD, of UNITED KINGDOM nationality, of TUSCALOOSA, TILFORD ROAD, HINDEAD, SURREY, GU26 6QY, UNITED KINGDOM (hereinafter referred to as "Inventor") of the third part;

PETER HEFFERNAN, of UNITED KINGDOM nationality, of 39 NICHOL ROAD, CHANDLERS FORD, HAMPSHIRE, SO32 5AX, UNITED KINGDOM (hereinafter referred to as "Inventor") of the fourth part;

SUN MICROSYSTEMS LIMITED, a UNITED KINGDOM company, having a place of business at JAVA HOUSE, GUILLEMONT PARK, MINLEY ROAD, BLACKWATER, CAMBERLEY, SURREY, GU17 9QG, UNITED KINGDOM (hereinafter referred to as "Employer Company") of the fifth part; AND

SUN MICROSYSTEMS, INC., a corporation of Delaware, United States of America, having a place of business 4120 NETWORK CIRCLE, SANTA CLARA, CALIFORNIA 95054, UNITED STATES OF AMERICA (hereinafter referred to as "Parent Company") of the sixth part.

WHEREAS :-

(A) Each Inventor claims to have made, with each of his/her co-inventor(s) identified above and with each of the further co-inventors identified in the Schedule, 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

Further co-inventors:

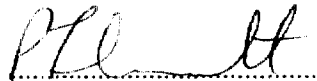
Ariel Hendel, of United States nationality, of 7537 Newcastle Drive, Cupertino, California 95014, United States of America;

Leo A Hejza, of United States nationality, of 1146 Quince Avenue, Sunnyvale, California 94087 United States of America;

Thomas E Giles, of United States nationality, of 32759 Downieville Street, Union City, California 94587, United States of America.

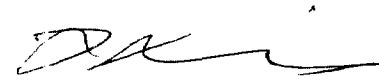
The invention is as described in the draft specification entitled "LOAD BALANCING" (SUN REF: P7253).

SIGNED by the Inventor:



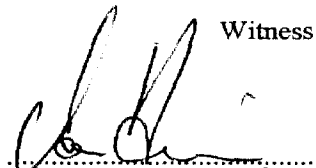
PAUL GARNETT

SIGNED by the Inventor:



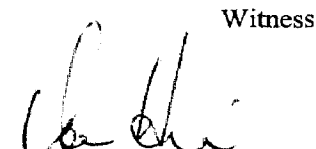
JAMES E KING

SIGNED by the Inventor:



Witness

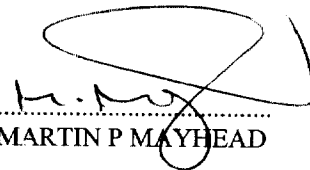
IAN HARRIS



Witness

IAN HARRIS

Witness


 MARTIN P MAYHEAD

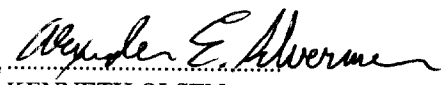
SIGNED by the Inventor:



 PETER HEFFERMAN

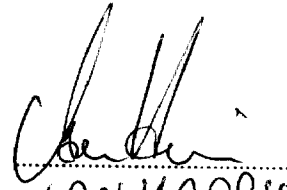
SIGNED for and on behalf of
 SUN MICROSYSTEMS LIMITED:


 MARK CURTIS
 SOLICITOR AND COMPANY SECRETARY
 SUN MICROSYSTEMS LIMITED

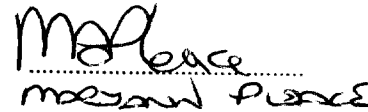
SIGNED for and on behalf of
 SUN MICROSYSTEMS, INC:


 KENNETH OLSEN
 VICE PRESIDENT INTELLECTUAL PROPERTY
 SUN MICROSYSTEMS, INC

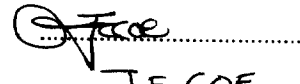
 ALEXANDER. E. SILVERMAN
 ASSISTANT GENERAL COUNSEL
 SUN MICROSYSTEMS, INC


 IAN HARRIS

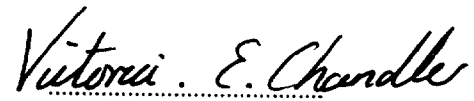
Witness


 MICHAEL PEARCE

Witness


 J E COE

Witness


 VICTORIA. E. CHANDLER