

01-23-2003

To the Honorable Commissioner of Patents and Trademarks, P.
OFFICE OF PUBLIC AFFAIRS

reof.

1. Name of conveying party(ies):

Graham Bestwick
Nigel D. Ritson
Paul J. Garnett
Helenaur Wilson

Sun Microsystems Limited

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

2003 JAN 21

102345458

FINANCE SECTION

1-21-03

g party(ies):

Name: Sun Microsystems, Inc.

Street Address: 4120 Network Circle, M/S SCA12-203

City Santa Clara State CA ZIP 95054

Additional name(s) & address(es) 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)

10/171,795

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: 501505/5681-31400/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

1-6-03
Date

Total number of pages: 4

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

01/22/2003 LUMELLER 00000127 501505 10171795

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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**

GRAHAM BESTWICK, of UNITED KINGDOM nationality, of 98 PRIORY ROAD, NEWBURY, BERKSHIRE, RG14 7QP, UNITED KINGDOM (hereinafter referred to as "Inventor") of the first part;

NIGEL D RITSON, of UNITED KINGDOM nationality, of "JANGELIS", 28 AYLING LANE, ALDERSHOT, HAMPSHIRE, GU11 3LZ, UNITED KINGDOM (hereinafter referred to as "Inventor") of the second part;

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 third part; and

HELENAUR WILSON, of UNITED KINGDOM nationality, of 15 ASHLEY DRIVE, BLACKWATER, CAMBERLEY, SURREY, GU17 0PR, 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 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 "COMPUTER SYSTEM COOLING" (SUN REF: P7925).

SIGNED by the Inventor:



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GRAHAM BESTWICK

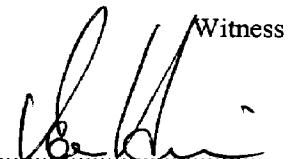
SIGNED by the Inventor:

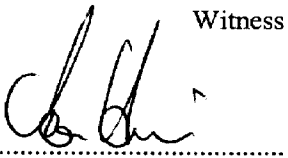

.....
NIGEL RITSON

SIGNED by the Inventor:


.....
PAUL GARNETT

Witness

.....
IAN HARRIS

Witness

.....
IAN HARRIS

Witness

.....
IAN HARRIS

SIGNED by the Inventor:

Helena Wilson
HELENAUR WILSON

SIGNED for and on behalf of
SUN MICROSYSTEMS LIMITED:

Mark Curtis
MARK CURTIS
SOLICITOR AND COMPANY SECRETARY
SUN MICROSYSTEMS LIMITED

SIGNED for and on behalf of
SUN MICROSYSTEMS, INC:

Kenneth Olsen
KENNETH OLSEN
VICE PRESIDENT INTELLECTUAL PROPERTY
SUN MICROSYSTEMS, INC

QEA
ALEXANDER. E. SILVERMAN
ASSISTANT GENERAL COONSEL
SUN MICROSYSTEMS, INC

Witness

Ian Harris
IAN HARRIS

Witness

Jecoe JECOE
Victoria E. Chandler
VE. VICTORIA E. CHANDLER

Witness

Victoria E. Chandler
~~Jecoe~~ ~~JECOE~~
~~JECOE~~
~~JECOE~~

VICTORIA. E. CHANDLER