

03-25-2003

torney Docket No. SUN-P8068-ACC

FORM PTO-1595

U.S. DEPARTMENT OF COMMERCE

### 102398775 Patent and Trademark Office 1-31-92 To the Assistant Commissioner for Patents and Trademarks: Please record the attached original documents or copy thereof. 2. Name and address of receiving party(ies): Name of conveying party(ies): Larry G. Coryell, Sriranga R. Veeraraghavan, Philippe Ploquin Name: Sun Microsystems, Inc. Street Address: 4150 Network Circle City: State: Zip: Santa Clara, CA 95054 Additional name(s) of conveying party(ies) attached? [ ] Yes [X] No Additional name(s) & address(es) attached? 3. Nature of conveyance: [ ] Yes [X] No [ ] Merger [X] Assignment [ ] Security Agreement [ ] Change of Name [ ] Other Execution Date: March 7, 2003 4. Application number(s) or patent number(s): If this document is being filed together with a new application, the execution date of the application is: B. Patent No.(s): A. Patent Application No.(s): 10/325,228 Additional numbers attached? [] Yes [] No Total number of applications and patents Name and address of party to whom correspondence concerning 5. involved: [1] document should be mailed: Total fee (37 CFR 3.41) .....\$40.00 7. Name: A. Richard Park [X] Enclosed Park, Vaughan & Fleming LLP [ ] Authorized to be charged to deposit account 508 Second Street, Suite 201 Davis, CA 95616 8. Deposit account number: Attorney Docket No.: SUN-P8068-ACC DO NOT USE THIS SPACE Statement and signature. 9. 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. March 10, 2003 A. Richard Park Date Name of Person Signing Total number of pages including cover sheet, attachments and document: [5]

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**PATENT** REEL: 013870 FRAME: 0422

# CORPORATE ASSIGNMENT

WHEREAS, the undersigned,

Larry G. Coryell Sriranga R. Veeraraghavan Philippe Ploquin 807 Piper Ave., Sunnyvale, CA 940871136 Wunderlich Dr., San Jose, CA 95129120 W. 3rd Ave. #809, San Mateo, CA 94402

hereinafter termed "Inventor(s)", have invented certain new and useful improvements in

SYSTEM AND METHOD FOR PROVIDING A FLEXIBLE FRAMEWORK FOR REMOTE HETEROGENEOUS SERVER MANAGEMENT AND
CONTROL

4150 Network Circle, Santa Clara, CA 95054, (hereinafter termed "Assignee"), is desirous of acquiring 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 jointly or severally by said Inventor(s) (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventor(s) to have been received in full from said Assignee:

- Said Inventor(s) do hereby sell, assign, transfer and convey unto 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 for foreign patents on said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a divisional, substitution, continuation, or continuation-in-part of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.
- 2. Said Inventor(s) hereby jointly and severally covenant and agree 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 foreign countries. Such cooperation by said Inventor(s) shall include prompt production of pertinent facts and documents, giving of testimony, execution 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 prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said

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invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventor(s) 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(s), their respective heirs, legal representatives and assigns.
- 4. Said Inventor(s) hereby jointly and severally warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, said Inventor(s) have executed and delivered this instrument to said Assignee as of the dates written below.

		_
Larry G. Coryell	Date	
Sriranga R. Veeraraghavan	Date	
	03-07-03	
Philippe Ploquin	Date	
	Date	
<del></del>	Date	

## CORPORATE ASSIGNMENT

WHEREAS, the undersigned,

Larry G. Coryell Sriranga R. Veeraraghavan Philippe Ploquin

invention:

807 Piper Ave., Sunnyvale, CA 94087 1136 Wunderlich Dr., San Jose, CA 95129 120 W. 3rd Ave. #809, San Mateo, CA 94402

hereinafter termed "Inventor(s)", have invented certain new and useful improvements in

SYSTEM AND METHOD FOR PROVIDING A FLEXIBLE FRAMEWORK FOR REMOTE HETEROGENEOUS SERVER MANAGEMENT AND
CONTROL

and have executed a declaration or oath for an application for a United States patent disclosing and identifying the

	On the	_ day of	, 20	·,
	Or			
X_	Said applicat	ion having Application Number_	10/325,228 and filed	on December 18, 2002; and
				elaware, having a place of business at
4150 N	letwork Circle	e, Santa Clara, CA 95054, (hereir	after termed "Assigne	ee"), is desirous of acquiring the entire
right, ti	itle and intere	st in and to said application and the	ne invention disclosed	therein, and in and to all embodiments
				lly by said Inventor(s) (all collectively
	,			ntor's certificates and other forms of
		er termed "natents") thereon gran	=	

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventor(s) to have been received in full from said Assignee:

- 1. Said Inventor(s) do hereby sell, assign, transfer and convey unto 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 for foreign patents on said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a divisional, substitution, continuation, or continuation-in-part of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.
- 2. Said Inventor(s) hereby jointly and severally covenant and agree 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 foreign countries. Such cooperation by said Inventor(s) shall include prompt production of pertinent facts and documents, giving of testimony, execution 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 prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said

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**RECORDED: 03/17/2003** 

## Attorney Docket No. SUN-P8068-ACC

invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventor(s) 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(s), their respective heirs, legal representatives and assigns.
- 4. Said Inventor(s) hereby jointly and severally warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, said Inventor(s) have executed and delivered this instrument to said Assignee as of the dates written below.

In Cycle	12-17-02	
Larry G. Coryell	Date	
fin D. Vin	17 DEC 2002	
Sriranga R. Weeraraghavan	Date	
Phi ippe Ploquin	Date	
	Date	
	Date	