

04-11-2003

REC



HEET

OMB No. 0651-0011 (exp. 4/94)

Tab settings >>>

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

1. Name of conveying party(ies):

CRAY COMPUTER CORPORATION

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

3. Nature of conveyance:

☐ Assignment

☐ Merger

☐ Security Agreement

☐ Change of Name

☒ Other Bankruptcy Court Order

Execution Date: Jan. 29, 1996

2. Name and address of receiving party(ies)

Name: Dasu Limited Liability Company

Internal Address: _____

Street Address: 1407 Fannin

City: Houston State: Texas ZIP: 77002

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

4. Application number(s) or patent number(s): See Attachment to Recordation Form Cover Sheet Relating to the January 29, 1996 United States Bankruptcy Court Order Approving Sale

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

A. Patent Application No.(s)

B. Patent No.(s)

Additional numbers attached? ☒ Yes ☐ No - See attached.

5. Name and address of Party to whom correspondence concerning document should be mailed:

Name: John R. Ley

Internal Address: _____

Street Address: Suite 610
5299 DTC Boulevard

City: Greenwood Village State: CO ZIP: 80111-3327

6. Total number of applications and patents

involved: 23

7. Total fee (37 CFR 3.41).....\$ 920.00

☒ Enclosed

☐ Authorized to be charged to deposit account

8. Deposit account number:

12-1087

(Attach duplicate copy of this page if paying by deposit account)

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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.

John R. Ley

Name of Person Signing

Signature

April 3, 2003

Date

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

5

PATENT

REEL: 013933 FRAME: 0285

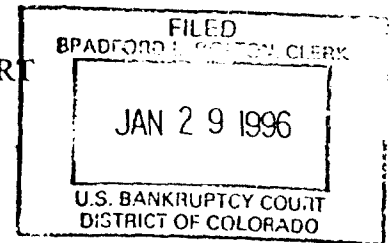
ATTACHMENT TO RECORDATION FORM COVER SHEET
RELATING TO THE JANUARY 29, 1996
UNITED STATES BANKRUPTCY COURT
ORDER APPROVING SALE

Patent Number	Issue Date	Serial No.	Patent Name
4,638,188	01/20/87	06/644,249	Phase Modulated Pulse Logic for Gallium Arsenide
4,965,863	10/23/90	07/104,758	Gallium Arsenide Depletion Mode MESFET Logic Cell
5,014,419	05/14/91	07/347,507	Twisted Wire Jumper Electrical Interconnector and Method of Making
5,045,975	09/03/91	07/386,290	Three Dimensionally Interconnected Module Assembly
5,054,192	10/08/91	07/053,142	Lead Bonding of Chips onto Circuit Boards and Circuit Boards to Circuit Boards
5,067,382	11/26/91	07/608,258	Method and Apparatus for Notching a Lead Wire Attached to an IC Chip to Facilitate Severing the Wire
5,112,232	05/12/92	07/657,653	Twisted Wire Jumper Electrical Interconnector
5,131,233	07/21/92	07/666,362	Gas-Liquid Forced Turbulence Cooling
5,162,728	11/10/92	07/580,765	Functional at Speed Test System for Integrated Circuits of Undiced Wafers
5,184,400	02/09/93	07/822,268	Twisted Wire Jumper Electrical Interconnector
5,195,237	03/23/93	07/814,067	Flying Leads for Integrated Circuits
5,260,850	11/09/93	07/831,966	Logic Module Assembly for Confining and Directing the Flow of Cooling Fluid

ATTACHMENT TO RECORDATION FORM COVER SHEET
RELATING TO THE JANUARY 29, 1996
UNITED STATES BANKRUPTCY COURT
ORDER APPROVING SALE

Patent Number	Issue Date	Serial No.	Patent Name
5,455,530	10/03/95	08/208,946	Duty Cycle Control Circuit and Associated Method
5,473,816	12/12/95	08/183,603	Tool and Method of Maintaining Alignment When Separating and Connecting Multi-Pin Connectors
5,491,300	02/13/96	08/234,253	Penetator and Flexible Circuit Assembly for Sealed Environments
5,509,827	04/23/96	08/342,850	High Density, High Bandwidth, Coaxial Cable, Flexible Circuit and Circuit Board Connection Assembly
5,512,819	04/30/96	08/214,829	Assembly and Associated Method for Locating a Selected Wire of a Wiremat
6,163,642	12/19/00	08/791,837	Optical Transmitter/Receiver Interface for Sealed Environments and Method for Using Same
6,169,663	01/02/01	09/041,572	Integrated Circuit Connection Using an Electrically Conductive Adhesive
6,247,639	06/26/01	09/069,524	Fixed Gap Solder Reflow Method
Re 36,845	08/29/00	08/910,716	High Density, High Bandwidth, Coaxial Cable, Flexible Circuit and Circuit Board Connection Assembly
Re 37,368	09/18/01	09/064,536	High Density, High Bandwidth, Coaxial Cable, Flexible Circuit and Circuit Board Connection Assembly
D 333,127	02/09/93	07/480,580	Computer Cabinet

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF COLORADO



In re:)
)
CRAY COMPUTER CORPORATION,) Case No. 95-12697 CEM
a Delaware corporation)
)
EIN 84-1120275) MC No. H&H-20
)
)
Debtor.)

**ORDER APPROVING THE SALE OF ALL OF THE DEBTOR'S PATENT ASSETS
AND CERTAIN RELATED INTELLECTUAL PROPERTY, INCLUDING ALL THE
DEBTOR'S PATENTS, PENDING PATENT APPLICATIONS AND POTENTIALLY
PATENTABLE TECHNOLOGY, ALL OF ITS INTERESTS IN VARIOUS LICENSE
AGREEMENTS, AND A NON-EXCLUSIVE RIGHT TO USE INVENTIONS
DESCRIBED IN PATENTS SUBLICENSSED TO THE DEBTOR**

THIS MATTER came before the Court for hearing on January 29, 1996, upon the Motion of the Debtor for an order pursuant to 11 U.S.C. §363(b) and (f) (the "Motion") approving the sale of all the Debtor's Patent Assets and certain related intellectual property, including all the Debtor's patents, pending patent applications, potentially patentable technology, all of its interests in various license agreements, and a non-exclusive license to use inventions described in patents licensed to the Debtor pursuant to an agreement between the Debtor and Cray Research, Inc. dated July 31, 1989 (the Debtor's license to use Cray Research, Inc.'s patents referred to as the "CRI License" and all of the Debtor's patent rights collectively referred to as the "Patent Assets"). Unless otherwise defined herein, all capitalized terms used herein shall have the meanings ascribed to them in the Motion. The Court, having read and considered the Motion, and the timely filed Objections thereto and otherwise having been duly informed of the material facts relating to the relief requested in the Motion, hereby makes the following findings:

(a) that notice of the Motion and notice of his hearing, as set forth in the Certificate of Service filed in regard to the Motion, was sufficient;

(b) that the purchaser, Dasu, L.L.C., is a good faith purchaser pursuant to the proposed Patent Asset Agreement with Dasu, L.L.C., as provided in § 363(m) of the United States Bankruptcy Code, 11 U.S.C. §§ 101 et seq. (the "Code"), and that the pertinent requirements of § 363 have been met;

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as to Dasu

(c) that the CRI License is in full force and effect and Cray Research, Inc. agrees to the sublicense of the patents which are the subject of the CRI License to Dasu, L.L.C. without right to sublicense; and

(d) that proceeding with the transactions pursuant to the Patent Asset Agreement the "Patent Sale"), as modified at the hearing, is in the best interests of the Debtor's estate and its creditors.

THEREFORE, it is hereby ordered as follows:

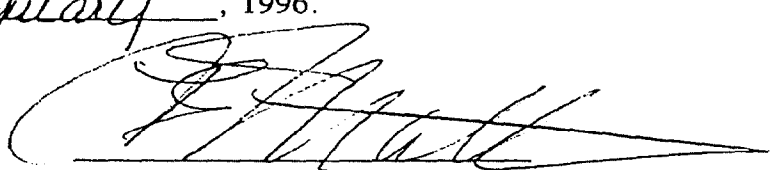
1. The Motion is granted and the Patent Asset Agreement, together with all exhibits, is approved.

2. The Debtor is authorized to consummate the Patent Sale to Dasu, L.L.C. Specifically, the Debtor is authorized to transfer its Patent Assets to Dasu, L.L.C., to grant to Dasu, L.L.C. its rights under the License Agreements and covenants listed in Exhibit "D" to the Motion save and except those licenses dated January 1, 1990 from International Business Machines and dated July 31, 1989 from Cray Research, Inc.; provided, however, that the sublicense of those patents listed in Exhibit "B" to the motion, including those which are the subject of the CRI License, shall be granted to Dasu, L.L.C.

3. The Patent Sale shall be free and clear of all liens, claims and encumbrances with all valid, properly perfected, non-avoidable liens, claims and encumbrances to attach to the proceeds of the Patent Sale, to the same extent and in the same order of priority as they attach to the underlying assets sold or transferred.

4. The Court shall retain exclusive jurisdiction over all controversies relating to interpretation or performance of the Patent Agreement.

Dated this 19th day of January, 1996.

Asset

United States Bankruptcy Judge