FORM PTO-1595 1-31-92 RECOR



U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

5-31-03

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To the Assistant Commissioner for Patents and Trademarks: Please record the attached original documents or copy thereof. Names of conveying parties: 2. Name and address of receiving party: 1. Name: Sun Microsystems, Inc. John M. Lo and Charles T. Cheng Street Address: 4150 Network Circle Additional names of conveying parties attached? [] Yes [X] No City: State: Zip: Santa Clara, CA 95054 Nature of conveyance: 3. Additional name(s) & address(es) attached? [] Merger [X] Assignment [] Yes [X] No [] Security Agreement [] Change of Name Other Execution Date: May 21, 2003 and May 22, 2003 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: May 30, 2003 10,448960 B. Patent No.(s): A. Patent Application No.(s): Additional numbers attached? [] Yes [] No Name and address of party to whom correspondence concerning 6. Total number of applications and patents 5. involved: [1] document should be mailed: Total fee (37 CFR 3.41)\$40.00 7. Name: Daniel E. Vaughan [X] Enclosed Park, Vaughan & Fleming LLP Authorized to be charged to deposit account 702 Marshall Street, Suite 310 Redwood City, CA 94063 Deposit account number: 8. Attorney Docket No.: SUN-P8487 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. Danul Varyba May 30, 2003 Daniel E. Vaughan Name of Person Signing Total number of pages including cover sheet, attachments and document: [3] %-04/2003 HLE333 00000002 10448960

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JOINT TO CORPORATE ASSIGNMENT

WHEREAS, the undersigned,

(1) LO, John M. 41523 Chadbourne Drive Fremont CA, 94539 (2) CHENG, Charles T. 1583 Clarkspur Lane San Jose, CA 95129

hereinafter termed "Inventors", have invented certain new and useful improvements in

METHOD AND APPARATUS FOR AVOIDING COLLISIONS DURING PACKET ENQUEUE AND DEQUEUE

and have executed a declaration or oath of inventorship for an application for a United States patent disclosing and identifying the invention on:

(1) the 30^{th} day	of <u>May</u> , 2	2003; (2)	the 30^{th} day of May, 2003.	
Said application:	[X]	being filed herewith; OR		
	[]	having Application No	, filed on	, 2003

WHEREAS, <u>Sun Microsystems</u>, <u>Inc.</u> a corporation of the State of <u>Delaware</u>, having a place of business at <u>4150 Network Circle</u>, <u>Santa Clara</u>, <u>CA 95054</u>, (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 Inventors (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 Inventors to have been received in full from said Assignee:

- 1. Said Inventors 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 Inventors 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 Inventors 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

1 of 2

Attorney Docket No. SUN-P8487

PATENT REEL: 014144 FRAME: 0505 patents; (e) for interference or other priority proceedings involving said 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 Inventors 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 Inventors, their respective heirs, legal representatives and assigns.
- 4. Said Inventors 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 Inventors have executed and delivered this instrument to said Assignee as of the dates written below.

Datas	5-	.21		2003	
)ate:		~	1	~	

Signature:

Signature:

Name:	John M. Lo

Date: 5 - 22 - 2003

Signature: 200

Name: Charles T. Cheng

RECORDED: 05/31/2003