

07-16-2003

FORM PTO-1595
1-31-92

RECORDAI



U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

102497903

1-14-03

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

OFFICE OF PUBLIC RECORDS
2003 JUL 14 AM 10:20
FINANCE SECTION

1. Name of conveying party(ies):
David Christopher Tracey
Brian Joseph Gillespie
Sun Microsystems Ireland Limited

2. Name and address of receiving party(ies):
Name: Sun Microsystems, Inc.
Internal Address:
Street Address: 4150 Network Circle
City Santa Clara, State CA ZIP 95054

Additional name(s) of conveying party(ies) attached? yes
 no

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

3. Nature of Conveyance:
 Assignment
 Merger
 Security Agreement
 Change of Name
 Other

Execution Date: January 30, 2003

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) 10/359,790 filed 2/6/03
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: Meyertons, Hood, Kivlin, Kowert & Goetzel, 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
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: 501505/5681-62500/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
Date 7-11-03
Total number of pages: 5

OMB No. 0651-01 (exp.4/94)

07/15/2003 8TON11 00000237 501505 10359790
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PATENT
REEL: 014257 FRAME: 0327

This Agreement is made between:

DAVID CHRISTOPHER TRACEY, an Irish citizen residing at "Larkfield", Newtown, Monasterboice, Drogheda, County Louth, Ireland (Hereinafter referred to as "Undersigned Inventor"); and

BRIAN JOSEPH GILLESPIE, an Irish citizen residing at 3 Alphonsus Avenue, Drumcondra, Dublin, Ireland (Hereinafter referred to as "Undersigned Inventor"); and

Sun Microsystems Ireland Limited, an Irish company, having a place of business at 25/28 North Wall Quay, Dublin 1, Ireland (Hereinafter referred to as SUN Ltd); and

Sun Microsystems Inc., a corporation of Delaware, United States of America, having a place of business at 4150 Network Circle, Santa Clara, California 95054, United States of America, (Hereinafter referred to as SUN Inc).

WHEREAS:

- A The or each Undersigned Inventor has been employed by Sun Ltd; and
- B In the course of this employment, the or each Undersigned Inventor has made an invention (The Invention) as described in the attached draft patent specification entitled "Information System Management" (Sun Ref: P8330) either alone or jointly with other person(s) as listed in the attached Schedule; and
- C The or each Undersigned Inventor believes that he/she made or contributed to the Invention and that the Invention, as between him/her and Sun Ltd, belongs to Sun Ltd; and
- D SUN Ltd and SUN Inc desire that all intellectual property relating to the Invention shall be owned by SUN Inc;

NOW THIS AGREEMENT WITNESSETH as follows:-

1. Insofar as any rights in the Invention vest with the Undersigned Inventor(s), in consideration of the sum of £1 (one pound Sterling) paid by SUN Inc to the or each Undersigned Inventor, the receipt of which is hereby acknowledged, the or each Undersigned Inventor hereby assigns with full title guarantee any rights, title and interest he/she may have in and to the Invention to SUN Inc to hold absolutely for the benefit of SUN Inc, its successors or assigns including the right to apply for and be granted patents or any other form of protection in respect of any country or territory in the world and including the right to claim priority from any such application.
2. Insofar as any rights in the Invention vest with SUN Ltd, in consideration of the sum of £1 (one pound Sterling) paid by SUN Inc to SUN Ltd, the receipt of which is hereby acknowledged, SUN Ltd hereby assigns with full title guarantee all rights, title and interest in and to the Invention to SUN Inc to hold absolutely for the benefit of SUN Inc, its successors to assigns including the right to apply for and be granted patents or any other form of protection in respect of any country or territory in the

world and including the right to claim priority from any such application.

3. The or each Undersigned Inventor hereby undertakes that he/she shall, without further consideration, but at the expense of SUN Inc or SUN Ltd execute all documents and do all such acts and things as SUN Inc or SUN Ltd may in their absolute discretion consider necessary or desirable to enable Letters Patent or any other form of protection to be issued in respect of the Invention in any part of the world and to vest the same in the name of SUN Inc free from all encumbrances and to enable or to assist SUN Inc to defend oppositions thereto, to maintain the same when granted and to prosecute for the infringement thereof.

4. The or each Undersigned Inventor hereby warrants to SUN Inc:

(a) That he/she has not assigned or agreed to assign to any person firm or company not a Party hereto 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 SUN Ltd or SUN Inc except as directed by SUN Ltd or SUN Inc;

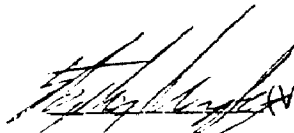
(c) That he/she will give to SUN Ltd or SUN Inc all information in his/her possession or in their power relating to the Invention and the method of employing or using the same as SUN Ltd or SUN Inc should require;


(d) That he/she has not taken any action which would prevent a valid patent or other form of protection relating to the Invention being granted to SUN Inc or that would cause any such patent or other form of protection to be invalid.

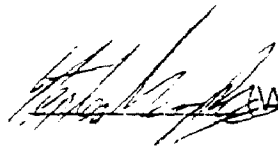
(e) That he/she has made SUN Inc or SUN Ltd aware of any action taken by any third party of which they are aware that would prevent a valid patent or other form of protection relating to the Invention being granted to SUN Inc or that would cause any such patent or other form of protection to be invalid.

IN WITNESS WHEREOF the parties have duly executed this document to have effect the 30th day of January 2003.

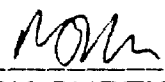
SIGNED by  (Inventor)
DAVID CHRISTOPHER TRACEY
on 31/01/03 (date)

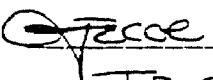
 (Witness)
STEPHEN MURPHY (Print name)

SIGNED by  (Inventor)
BRIAN JOSEPH GILLESPIE
on 3/01/03 (date)


 (Witness)
STEPHEN MURRAY (Print name)

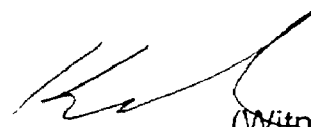
SIGNED for and on behalf of
Sun Microsystems Ireland Ltd

by 
MARK CURTIS
Company Secretary
Sun Microsystems Limited
on 14/2/03 (date)

 (Witness)
JE COE
_____(Print name)

SIGNED for and on behalf of
Sun Microsystems, Inc

by 
ALEXANDER E SILVERMAN
Assistant General Counsel
Sun Microsystems, Inc
on 10 Feb 03 (date)

 (Witness)
K.W.W.
_____(Print name)

SCHEDULE

Invention TITLE: Information System Management

Sun Microsystems Reference: P8330

INVENTORS:

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