

07-22-2003

PATENT TRADEMARK OFFICE

FORM PTO-1595 1-31-92	U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office
102506000	EET
To the Honorable Commissioner of Patents and Trademarks. Please record to	
1. Name of conveying party(ies) and Execution Date:  Robert E. Cypher February 7, 2003 David A. Wood June 25, 2003 Mark D. Hill June 16, 2003 Thomas M. Wicki February 11, 2003  Additional name(s) of conveying party(ies) attached? Yes No  3. Nature of Conveyance:  Assignment Merger Security Agreement Change of Name Other	2. Name and address of receiving party(ies):  Name: Sun Microsystems, Inc.  Street Address: 4150 Network Circle  City Santa Clara State CA ZIP 95054  Additional name(s) & address(es) attached? Yes No
5. Name and address of party to whom correspondence	B. Patent No.(s) ers attached? Yes No  6. Total number of applications & patents involved: 1
Name: B. Noël Kivlin  Internal Address: Meyertons, Hood, Kivlin, Kowert & Goetzel, P.C.	7. Total fee (37 CFR 3.41):\$40.00
Street Address: P.O. Box 398	Fee Authorization Form Enclosed Authorized to be charged to deposit account
City Austin State TX ZIP 78767-0398	8. Deposit account number: 501505/5181-26701/BNK (Attach a duplicate copy of this page if paying by deposit account)
DO NOT USE TE	HIS SPACE
9. Statement and Signature.  To the best of my knowledge and belief, the foregoing information is tradocument.  B. Noël Kivlin Name of Person Signing Reg. No. 33,929  Signature	6.30-03
OMB No. 0651-011 (exp.4/94)	Total number of pages: _5

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**PATENT** 

REEL: 014283 FRAME: 0995

## **ASSIGNMENT**

FOR GOOD AND VALUABLE CONSIDERATION, the receipt, sufficiency and adequacy of which are hereby acknowledged, the undersigned, does hereby:

SELL, ASSIGN AND TRANSFER to <u>SUN MICROSYSTEMS</u>. INC. (the "Assignee"), a corporation organized and existing under and by virtue of the laws of the State of <u>Delaware</u>, and having its principal place of business at 4120 Network Circle, M/S SCA12-203, Santa Clara, CA 95054, their entire right, title and interest for the United States and all foreign countries, in and to any and all improvements which are disclosed in the application for United States Letters Patent, which has been executed by the undersigned concurrently herewith, and is entitled, <u>COMPUTER SYSTEM IMPLEMENTING SYNCHRONIZED BROADCAST USING TIMESTAMPS</u>, such application and all divisional, continuing, substitute, renewal, reissue and all other applications for patent which have been or shall be filed in the United States and all foreign countries on any of such improvements; all original and reissued patents which have been or shall be issued in the United States and all foreign countries on such improvements; and specifically including the right to file foreign applications under the provisions of any convention or treaty and claim priority based on such application in the United States;

AUTHORIZE AND REQUEST the issuing authority to issue any and all United States and foreign patents granted on such improvements to the Assignee;

WARRANT AND COVENANT that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been or will be made to others by the undersigned, and that the full right to convey the same as herein expressed is possessed by the undersigned;

COVENANT that, when requested and at the expense of the Assignee, to carry out in good faith the intent and purpose of this assignment, the undersigned will execute all divisional, continuing, substitute, renewal, reissue, and all other patent applications on any and all such improvements; execute all rightful oaths, declarations, assignments, powers of attorney and other papers; communicate to the Assignee all facts known to the undersigned relating to such improvements and the history thereof; and generally do everything possible which the Assignee shall consider desirable for securing, maintaining and enforcing proper patent protection for such improvements and for vesting title to such improvements in the Assignee;

PATENT 5181-26701 P3830

COVENANT AND AGREE that the above is and will be binding on the heirs, assigns, representatives and successors of the undersigned and extend to the successors, assigns and nominees of the Assignee.

(Signature)		Date: 217/03
(Signature) _	Name: Robert E. Cypher  Name: David A. Wood	Date: <u>6/25/03</u>
(Signature)_	Name: Mark D. Hill	Date:
(Signature)_	Name: Thomas M. Wicki	Date: 2   11 / 03

B. Noël Kivlin Conley, Rose & Tayon, P.C. P.O. Box 398 Austin, TX 78767-0398

## **ASSIGNMENT**

FOR GOOD AND VALUABLE CONSIDERATION, the receipt, sufficiency and adequacy of which are hereby acknowledged, the undersigned, does hereby:

SELL, ASSIGN AND TRANSFER to SUN MICROSYSTEMS, INC. (the "Assignee"), a corporation organized and existing under and by virtue of the laws of the State of Delaware, and having its principal place of business at 4120 Network Circle, M/S SCA12-203, Santa Clara, CA 95054, their entire right, title and interest for the United States and all foreign countries, in and to any and all improvements which are disclosed in the application for United States Letters Patent, which has been executed by the herewith. undersigned concurrently and is entitled. COMPUTER SYSTEM IMPLEMENTING SYNCHRONIZED BROADCAST USING TIMESTAMPS, such application and all divisional, continuing, substitute, renewal, reissue and all other applications for patent which have been or shall be filed in the United States and all foreign countries on any of such improvements; all original and reissued patents which have been or shall be issued in the United States and all foreign countries on such improvements; and specifically including the right to file foreign applications under the provisions of any convention or treaty and claim priority based on such application in the United States;

AUTHORIZE AND REQUEST the issuing authority to issue any and all United States and foreign patents granted on such improvements to the Assignee;

WARRANT AND COVENANT that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been or will be made to others by the undersigned, and that the full right to convey the same as herein expressed is possessed by the undersigned;

COVENANT that, when requested and at the expense of the Assignee, to carry out in good faith the intent and purpose of this assignment, the undersigned will execute all divisional, continuing, substitute, renewal, reissue, and all other patent applications on any and all such improvements; execute all rightful oaths, declarations, assignments, powers of attorney and other papers; communicate to the Assignee all facts known to the undersigned relating to such improvements and the history thereof; and generally do everything possible which the Assignee shall consider desirable for securing, maintaining and enforcing proper patent protection for such improvements and for vesting title to such improvements in the Assignee;

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(Signature) Robert E. Cypher

Date: 217/03

(Signature) \_\_\_\_\_ Date: \_\_\_\_\_

(Signature) Date: 16JUN 2003

Name: Mark D. Hill

**RECORDED: 06/30/2003** 

(Signature) \_\_\_\_\_\_ Date: \_\_\_\_\_\_ 2 | 11 | 03

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Page 2

PATENT REEL: 014283 FRAME: 0999