

07-29-2003

7-22-03



To the Honorable Commissioner of Patents and Trademarks.

hereof.

102510167

1. Name of conveying party(ies):

William Hunt Vincent
Ceema Technology Ltd.
Billy-Whiz Ltd.
Sun Microsystems Limited

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

3. Nature of Conveyance:

- ☒ Assignment
☐ Merger
☐ Security Agreement
☐ Change of Name
☐ Other _____

Execution Date: June 9, 2002

2. Name and address of receiving party(ies):

Name: Sun Microsystems, Inc.Street Address: 4150 Network CircleCity Santa Clara State CA ZIP 95054Additional name(s) & address(es) attached? ☐ Yes ☒ No

OFFICE OF
JUL 22 10 27
FINANCE SECTION

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)

10/166,522

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. Noel KivlinInternal Address: Meyertons, Hood, Kivlin, Kowert & Goetzel, P.C.Street Address: P.O. Box 398City Austin State TX ZIP 78767-03986. Total number of applications and patents involved: 17. Total fee (37 CFR 3.41):\$ 40.00

- ☐ Fee Authorization Form Enclosed
☒ Authorized to be charged to deposit account

8. Deposit account number: 501505/5681-30800/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. Noel Kivlin
Name of Person Signing
Reg. No. 33,929

Signature

Date

7-17-03

Total number of pages: 6

OMB No. 0651-0111 (exp.4/94)

07/28/2003 LNUELLER 00000198 501505 10166522

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This Agreement is made between:

William Hunt Vincent, a British Citizen residing at 5 Colwyn Close, Yately, Hampshire, GU46 6QH, United Kingdom (Hereinafter referred to as "Undersigned Inventor"); and

Ceema Technology Ltd, a company organised under the laws of England and Wales, whose principal place of business is at Pegasus House, High Street, Biggleswade, Bedfordshire, SG18 0JA (Hereinafter referred to as "Contractor"); and

Billy-Whiz Ltd, a company organised under the Laws of England and Wales, whose principal place of business is at 5 Colwyn Close, Yately, Hampshire, GU46 6QH, United Kingdom (Hereinafter referred to as "Sub-Contractor"); and

Sun Microsystems Limited, a company organised under the laws of England and Wales, having a place of business at Java House, Guillemont Park, Minley Road, Blackwater, Camberley, Surrey, GU17 9QG, United Kingdom (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 Contractor has entered into an agreement with SUN Ltd dated 23 March 2001 for the provision of certain services; and
- B The Sub-Contractor has entered an agreement with the Contractor to provide services to SUN Ltd in respect of the provision of the services; and
- C The Undersigned Inventor has been employed by the Sub-Contractor for the provision of the services; and
- D In the course of this employment, the Undersigned Inventor has made an invention (The Invention) as described in the draft patent specification entitled " Enclosure for Electronics Assembly" (Sun Ref: P7535US) either alone or jointly with other person(s)

as listed in the attached Schedule; and

- E The Undersigned Inventor believes that he/she made or contributed to the Invention and that the Invention, as between the Undersigned Inventor and the Sub-Contractor, belongs to the Sub-Contractor; and
- F 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, in consideration of the sum of £1 (one pound Sterling) paid by SUN Inc to the Undersigned Inventor, the receipt of which is hereby acknowledged, the 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 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.
2. Insofar as any rights in the Invention vest with the Sub-Contractor, in consideration of the sum of £1 (one pound Sterling) paid by SUN Inc to the Sub-Contractor, the receipt of which is hereby acknowledged, the Sub-Contractor 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. Insofar as any rights in the Invention vest in the Contractor, in consideration of the sum of £1 (one pound Sterling) paid by SUN Inc to the Contractor, the receipt of which is hereby acknowledged, the Contractor 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.
4. 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.

5. The Undersigned Inventor, the Sub-Contractor and the Contractor hereby undertake that they 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.

6. The Inventor, the Sub-Contractor and the Contractor hereby jointly and severally warrant to SUN Inc:

(a) That they have 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 they have 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 they will give to SUN Ltd or SUN Inc all information in their 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 they have 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 they have 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 9th day of June 2002.

SIGNED by W. H. Hunt (Inventor)
(date) 23-2-03

K. Smith (Witness)
(Print name) K. SMITH

SIGNED by [Signature]
(date) 26/03/03

(Sub-Contractor) M. Young (Witness)
(Print name) MIKE YOUNG

SIGNED by W. H. Hunt
(date) 23-2-03

(Contractor) K. Smith (Witness)
(Print name) K. SMITH

SIGNED for and on behalf of
Sun Microsystems Ltd

by Mark Curtis on 29/1/03
Mark Curtis (date)
Company Secretary

J. E. Cae (Witness)
(print name) J. E. Cae

SIGNED for and on behalf of
Sun Microsystems Inc

by Alexander E. Silverman on 28 January 2003 Frances Parrington (Witness)
Alexander E Silverman (date) (print name)
EMEA Patent Counsel FRANCES PARRINGTON

SCHEDULE

Invention TITLE: ENCLOSURE FOR ELECTRONICS ASSEMBLY

Sun Microsystems Reference: P7535US

INVENTORS: STEPHEN PAUL HAWORTH
WILLIAM HUNT VINCENT