

RECORDATION FORM COVER SHEET
PATENTS ONLY

P.01
U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office
TANDEM Assignments
Attorney Docket No. CPQ to CITG

1. Name of conveying party(ies):

Compaq Computer Corporation

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

Compaq Information Technologies Group, L.P.
a Texas Limited Partnership
20555 State Highway 249
Houston, Texas 77070

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

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

3. Nature of Conveyance:

☒ Assignment

☐ Merger

☐ Change of Name

☐ Security Agreement

☒ Other (Correction in response to notice of non-
recording document ID No 700072399)
- copy enclosed,

Execution Date(s): May 31, 2001

4. Application number(s) or patent number(s): Attached Schedule A

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

A. Patent Application No.(s)

B. Patent No.(s)

Application No.:

Date Filed:

Confirmation No.:

Additional numbers attached? ☒ YES

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

Records Manager
Intellectual Property Administration
HEWLETT-PACKARD COMPANY
P.O. Box 272400
Fort Collins, Colorado 80527-2400

6. Total number of applications and patents involved:

7. Total Fee (37 CFR 3.41): . . . \$40.00

☒ Enclosed (paid on initial cover sheet)

☐ Authorization to be charged to deposit account.

8. Deposit Account Number: 08-2025

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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.

Valerie Bakes

Name of Person Signing

Valerie Bakes

Signature

April 7, 2004

Date

Total number of pages including cover sheet, attachments, and document: 15

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

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Mail document to be recorded with required cover sheet information to:

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Alexandria, VA 22313-1450

PATENT

700077011

REEL: 014506 FRAME: 0133

HEWLETT-PACKARD DEVELOPMENT COMPANY, L.P.

SCHEDULE A - March 16, 2004

ASSIGNMENT RECORDATION

Patent No	Grant Date	Ref No	Ref Sub No
4569011	04-Feb-86	200301381	1
4571673	18-Feb-86	200301374	1
4574344	04-Mar-86	200301377	1
4583803	22-Apr-86	200301392	1
4607365	19-Aug-86	200301385	1
4618956	21-Oct-86	200301378	1
4621199	04-Nov-86	200301380	1
4628449	09-Dec-86	200301383	1
4638240	20-Jan-87	200301401	1
4646300	24-Feb-87	200301386	1
4650263	17-Mar-87	200301391	1
4661204	28-Apr-87	200301406	1
4663706	05-May-87	200301372	2
4667287	19-May-87	200301372	1
4667321	19-May-87	200301387	1
4675646	23-Jun-87	200301379	1
4683383	28-Jul-87	200301389	1
4700346	13-Oct-87	200301398	1
4718002	05-Jan-88	200301399	1
4728818	01-Mar-88	200301404	1
4746920	24-May-88	200301405	1
4754396	28-Jun-88	200301413	1
4754397	28-Jun-88	200301393	2
4761705	02-Aug-88	200301417	1
4769595	06-Sep-88	200301416	3
4777332	11-Oct-88	200301434	1
4780874	25-Oct-88	200301432	1
4800462	24-Jan-89	200301426	1
4800463	24-Jan-89	200301403	1
4800486	24-Jan-89	200301375	1
4806800	21-Feb-89	200301438	1
4809164	28-Feb-89	200301412	1
4819165	04-Apr-89	200301421	1
4821170	11-Apr-89	200301425	1
4821295	11-Apr-89	200301443	1
4825356	25-Apr-89	200301420	1
4827476	02-May-89	200301430	1
4827478	02-May-89	200301442	1
4837681	06-Jun-89	200301411	1
4843608	27-Jun-89	200301422	1
4845712	04-Jul-89	200301445	1
4864291	05-Sep-89	200301453	1
4872172	03-Oct-89	200301444	1
4876701	24-Oct-89	200301446	1
4879718	07-Nov-89	200301447	1

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Patent No	Grant Date	Ref No	Ref Sub No
4885436	05-Dec-89	200301458	1
4888684	19-Dec-89	200301409	1
4899254	06-Feb-90	200301427	1
4899307	06-Feb-90	200301423	1
4910663	20-Mar-90	200301433	1
4911647	27-Mar-90	200301450	1
4912637	27-Mar-90	200301429	1
4931672	05-Jun-90	200301441	2
4931907	05-Jun-90	200301461	1
4933971	12-Jun-90	200301336	1
4951050	21-Aug-90	200301448	1
4965717	23-Oct-90	200301351	1
4972472	20-Nov-90	200301396	1
4998069	05-Mar-91	200301451	1
5003453	26-Mar-91	200301472	1
5005118	02-Apr-91	200301418	1
5016208	14-May-91	200301466	1
5034964	23-Jul-91	200301449	1
5036455	30-Jul-91	200301462	1
5036528	30-Jul-91	200301464	1
5041747	20-Aug-91	200301402	2
5067132	19-Nov-91	200301452	1
5068854	26-Nov-91	200301469	1
5072364	10-Dec-91	200301468	1
5075844	24-Dec-91	200301467	1
5101313	31-Mar-92	200301473	1
5132927	21-Jul-92	200301435	1
5179688	12-Jan-93	200301415	1
5198627	30-Mar-93	200301487	1
5201153	13-Apr-93	200301486	1
5203004	13-Apr-93	200301353	1
5203005	13-Apr-93	200301465	1
5207613	04-May-93	200301463	1
5255241	19-Oct-93	200301479	1
5287472	15-Feb-94	200301465	2
5291838	08-Mar-94	200301483	1
5295258	15-Mar-94	200301354	2
5307490	26-Apr-94	200301361	1
5309561	03-May-94	200301476	1
5311408	10-May-94	200301485	2
5321962	21-Jun-94	200301484	2
5325363	28-Jun-94	200301322	1
5329629	12-Jul-94	200301454	1
5337413	09-Aug-94	200301321	1
5341381	23-Aug-94	200301314	1

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5346410	13-Sep-94	200301513	1
5371417	06-Dec-94	200301517	1
5371863	06-Dec-94	200301481	2
5379417	03-Jan-95	200301306	1
5385481	31-Jan-95	200301488	1
5396505	07-Mar-95	200301514	1
5404359	04-Apr-95	200301359	1
5404550	04-Apr-95	200301477	1
5428623	27-Jun-95	200301511	1
5430365	04-Jul-95	200301506	1
5435001	18-Jul-95	200301510	1
5436827	25-Jul-95	200301534	1
5448723	05-Sep-95	200301528	1
5467033	14-Nov-95	200301518	1
5473770	05-Dec-95	200301367	1
5488531	30-Jan-96	200301535	1
5511190	23-Apr-96	200301570	1
5513189	30-Apr-96	200301529	1
5536176	16-Jul-96	200301543	1
5546587	13-Aug-96	200301480	3
5566328	15-Oct-96	200301579	1
5574849	12-Nov-96	200301492	1
5576945	19-Nov-96	200301576	1
5577237	19-Nov-96	200301571	1
5577261	19-Nov-96	200301578	1
5590274	31-Dec-96	200301565	1
5602721	11-Feb-97	200301612	1
5606661	25-Feb-97	200301539	1
5615086	25-Mar-97	200301547	1
5619647	08-Apr-97	200301538	1
5619693	08-Apr-97	200301524	1
5621885	15-Apr-97	200301554	1
5630133	13-May-97	200301586	1
5630140	13-May-97	200301577	1
5675579	07-Oct-97	200301502	1
5675807	07-Oct-97	200301498	1
5682507	28-Oct-97	200301588	1
5682528	28-Oct-97	200301627	1
5687308	11-Nov-97	200301542	1
5687372	11-Nov-97	200301589	1
5689689	18-Nov-97	200301490	1
5694121	02-Dec-97	200301552	2
5710549	20-Jan-98	200301552	3
5715373	03-Feb-98	200301533	1
5724273	03-Mar-98	200301532	2

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5724570	03-Mar-98	200301545	1
5725324	10-Mar-98	200301610	1
5742135	21-Apr-98	200301636	1
5745753	28-Apr-98	200301566	1
5751932	12-May-98	200301489	2
5751955	12-May-98	200301501	1
5754752	19-May-98	200301598	1
5768564	16-Jun-98	200301553	1
5774640	30-Jun-98	200301358	1
5778354	07-Jul-98	200301592	1
5785397	28-Jul-98	200301609	1
5790776	04-Aug-98	200301500	1
5790807	04-Aug-98	200301606	1
5790868	04-Aug-98	200301587	1
5794252	11-Aug-98	200301567	4
5799322	25-Aug-98	200301594	1
5799323	25-Aug-98	200301593	1
5805920	08-Sep-98	200301603	1
5812436	22-Sep-98	200301532	1
5818445	06-Oct-98	200301363	1
5819255	06-Oct-98	200301630	1
5822747	13-Oct-98	200301641	1
5826066	20-Oct-98	200301614	1
5832203	03-Nov-98	200301564	1
5833494	10-Nov-98	200301644	1
5834958	10-Nov-98	200301507	1
5835915	10-Nov-98	200301567	3
5838894	17-Nov-98	200301491	1
5842204	24-Nov-98	200301553	2
5852719	22-Dec-98	200301607	1
5861684	19-Jan-99	200301611	1
5867501	02-Feb-99	200301504	1
5872701	16-Feb-99	200301600	1
5875291	23-Feb-99	200301638	1
5884018	16-Mar-99	200301595	3
5884328	16-Mar-99	200301180	1
5889530	30-Mar-99	200301613	1
5889957	30-Mar-99	200301590	1
5892895	06-Apr-99	200301595	4
5914953	22-Jun-99	200301499	1
5915088	22-Jun-99	200301624	1
5928368	27-Jul-99	200301541	1
5930275	27-Jul-99	200301632	1
5931903	03-Aug-99	200301604	2
5941959	24-Aug-99	200301608	1

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5948108	07-Sep-99	200301184	1
5951703	14-Sep-99	200301505	1
5954794	21-Sep-99	200301605	1
5964835	12-Oct-99	200301497	1
5964838	12-Oct-99	200301201	1
5974574	26-Oct-99	200301194	1
5978914	02-Nov-99	200301574	1
5983019	09-Nov-99	200301618	2
5983269	09-Nov-99	200301626	1
5991518	23-Nov-99	200301595	1
6002851	14-Dec-99	200301595	2
6009506	28-Dec-99	200301455	8
6020743	01-Feb-00	200301183	1
6021405	01-Feb-00	200301628	1
6029263	22-Feb-00	200301550	1
6035262	07-Mar-00	200301522	1
6085083	04-Jul-00	200301658	1
6092213	18-Jul-00	200301195	1
6115826	05-Sep-00	200301192	2
6122629	19-Sep-00	200301213	2
6226629	01-May-01	200301646	3
6247139	12-Jun-01	200301213	3
6249879	19-Jun-01	200301212	1
6263345	17-Jul-01	200301216	1
6279094	21-Aug-01	200301189	2
6279095	21-Aug-01	200301190	1
6298389	02-Oct-01	200301181	1
6301557	09-Oct-01	200301214	1
6321247	20-Nov-01	200301248	1
6341302	22-Jan-02	200301258	1
6442568	27-Aug-02	200301230	1
6473774	29-Oct-02	200301222	1
D341130	09-Nov-93	200301339	1
D408377	20-Apr-99	200301152	1

ASSIGNMENT

THIS ASSIGNMENT AGREEMENT, is effective as of May 31, 2001, at 6:00 PM Eastern Daylight Savings Time, and is made by and between COMPAQ COMPUTER CORPORATION, a Delaware corporation having its principal place of business at 20555 SH 249, Houston, Texas 77070 (hereinafter referred to as "Assignor"), and COMPAQ INFORMATION TECHNOLOGIES GROUP, L.P., a Texas limited partnership having its principal place of business at 20555 SH 249, Houston, Texas 77070 (hereinafter referred to as "Assignee").

WITNESSETH:

WHEREAS, Assignor has developed and is the owner of certain intellectual property, including patents and patent applications, copyrights, and other proprietary information ("Intellectual Property"), which it desires to assign to Assignee; and

WHEREAS, Assignor is the owner, by virtue of mergers, of Intellectual Property acquired from various third parties, including Digital Equipment Corporation, Tandem Computer Corporation, and others, but not including Microcom, Microcom International or Microcom Systems, Inc.; and

WHEREAS, Assignor is the assignee of existing and future developed Intellectual Property pursuant to agreements, including an Agreement to Share Costs and Risks of Intangible Property Development, and a License Agreement, both effective July 1, 2000 (collectively referred to as the "CCC/CCIG Agreements"), with Compaq Computer International GmbH, organized under the laws of Switzerland, with principal offices at Oberfeldstrasse 14, 8302 Kloten, Canton of Zurich ("CCIG"); and

WHEREAS, Assignee desires to acquire the existing Intellectual Property owned by Assignor in exchange for a partnership interest in Assignee; and

WHEREAS, Assignor desires to convey to and assign to Assignee the Intellectual Property it currently owns in exchange for a partnership interest in Assignee; and

WHEREAS, Assignee desires to contract with Assignor for services associated with development of strategic marketing plans and materials, product and process research and development, testing of products, and assistance in e-business solutions, and other general and administrative services related to research and development ("Services") in exchange for an ownership interest in any future Intellectual Property developed as a result of such Services; and

WHEREAS, Assignor desires to provide Services on a contract basis, and is willing to transfer ownership of any future Intellectual Property that is developed in the course of conducting such contract Services.

NOW, THEREFORE, in a tax free transaction pursuant to Section 721 of the Internal Revenue Code Section of 1986, as amended, in exchange for a partnership interest in Assignee, and other good and valuable consideration, the receipt of which is hereby acknowledged, Assignor, assigns, conveys and transfers to Assignee, and its successors in interest, the entire rights, title and interest in and to Assignor's existing Intellectual Property, including: (1) all existing U.S. and foreign patents owned by Assignor; (2) all existing U.S. and foreign patent applications, both pending and ready to be filed with one or more patent offices; (3) any and all extensions, divisionals, substitutions, continuations, continuations-in-part, reissues and reexaminations of such patents and patent applications; (4) all copyrights and copyrightable works, whether registered or not; (5) all trade secrets, know-how, and other proprietary information related to the design, development, manufacture, marketing, use, and sale of information handling systems, including, but not limited to, digital computer systems, personal device assistants, microprocessors, operating system software, application software, networking systems and solutions, storage devices,

telecommunications systems and solutions, and related products, components, peripheral devices, and services that are produced, manufactured, distributed and sold by Assignor to third parties, except for application software used exclusively by Assignor in its business and that is not commercially distributed to Assignor's customers; and (6) all common law rights in adopted trademarks and service marks and domain names, and their associated goodwill, and further, when requested by Assignee, Assignor agrees to cooperate in the generation, execution and filing of any supporting documentation necessary to identify and record title in the transferred Intellectual Property;

AND, for the same consideration, Assignor, assigns, and transfers to Assignee all Intellectual Property and other related rights and obligations acquired by Assignor from Compaq Computer International GmbH pursuant to CCC/CCIG Agreements effective July 1, 2000;

AND, for the same consideration, Assignor, assigns, transfers and conveys to Assignee and its successors in interest, all claims, demands, and causes of action, both at law and in equity, that Assignor may have or subsequently acquire, arising from infringement or misappropriation of Assignor's existing Intellectual Property prior to the date of this Agreement, and further Assignor transfers and assigns to Assignee and its successors in interest the right to sue and collect for all past and future acts of infringement and misappropriation, without recompense to Assignor;

AND, Assignor warrants that it has good and valid title to the Intellectual Property transferred herein, and shall, upon request by Assignee, execute all papers, make all oaths, testify on behalf of Assignee, provide such other material, information, and assistance as Assignee may request, and perform all other lawful acts necessary to effect the transfer of the rights enumerated in this Agreement, at Assignee's expense;

AND, Assignee, in consideration of the foregoing assignments and transfers, hereby transfers to Assignor a partnership interest in Assignee, and its successors and assigns, granting Assignor a percentage interest in Assignee, which may be assigned or transferred by Assignor without any restriction as it deems fit subject to the Limited Partnership Agreement of Compaq Information Technologies, L.P.;

AND, Assignee hereby warrants that it has rightful authority to transfer such partnership interest to Assignor, and Assignee has obtained prior written consent of all Partners of Assignee who have agreed to such transfer to Assignor;

AND, Assignee hereby agrees to compensate Assignor for Services pursuant to the terms of a Contract R&D Agreement dated May 31, 2001;

AND, Assignor, in consideration of the payment for Services, agrees to assign, transfer and convey all right, title and interest to any future Intellectual property developed in the course of performing the Services.

This Assignment Agreement will be executed in multiple copies, each of which shall for all purposes constitute an agreement, binding on the parties, and each party hereby covenants and agrees to execute all duplicates or replacement counterparts of this Agreement as may be required.

This Assignment Agreement shall be governed by and construed in accordance with the law of the State of Texas, United States of America, without regard to the conflict of laws principles thereof. All disputes arising out of this Agreement shall be subject to the exclusive jurisdiction and venue of the Texas State and federal courts, and the parties consent to the personal and exclusive jurisdiction and venue of these courts. This Assignment Agreement constitutes the entire understanding of the parties as to the subject matter hereof and supercedes and replaces all prior contemporaneous agreements, written or oral, regarding such subject matter. There are no

promises, covenants, or undertakings other than those set forth herein.

IN WITNESS THEREOF, the undersigned, being duly authorized and acting on behalf of the parties, does hereby execute this Agreement effective as of May 31, 2001.

COMPAQ COMPUTER CORPORATION

By: *Ben K. Wells*

Ben K. Wells
Vice President and Treasurer

STATE OF TEXAS §

COUNTY OF HARRIS §

Before me, the undersigned notary public, on this day personally appeared *Ben K. Wells*, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of COMPAQ COMPUTER CORPORATION, and that he has executed this instrument as the act of such corporation for the purpose and consideration herein expressed, and in the capacity herein stated.

Given under my hand and seal of office this 20th day of JUNE, 2001.



[Signature]

COMPAQ INFORMATION TECHNOLOGIES GROUP, L.P.By: *Linda S. Auwers*

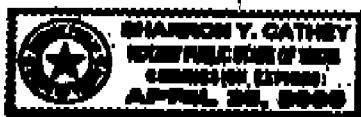
Linda S. Auwers
Vice President and Secretary
CPQ HOLDINGS, INC., General Partner

State of Texas §

County of Harris §

Before me, the undersigned notary public, on this day personally appeared *Linda S. Auwers*, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of **COMPAQ INFORMATION TECHNOLOGIES GROUP, L.P.**, and that he has executed this instrument as the act of such corporation for the purpose and consideration herein expressed, and in the capacity herein stated.

Given under my hand and seal of office this *20th* day of *JUNE*, 2001.



A handwritten signature in dark ink, appearing to read "Shannon Y. Cathey", written over a horizontal line.