

12-10-2003



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To the Honorable Commissioner of Patents and Trademarks. Please record the attached original document.

## 1. Name of conveying party(ies):

Frederic Louis Ghislain Gabriel Vecoven

Sun Microsystems Luxembourg SaRL

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

## 3. Nature of Conveyance:

- ☒ Assignment  
☐ Merger  
☐ Security Agreement  
☐ Change of Name  
☐ Other \_\_\_\_\_

Execution Date: April 16, 2003

## 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

## 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)

10/417,811 filed April 17, 2003

## 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 &amp; Goetzel, P.C.

Street Address: P.O. Box 398

City Austin State TX ZIP 78767-0398

## 6. Total number of applications and patents involved:

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

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

8. Deposit account number: 501505/5681-67100/BNK

(Attach a duplicate copy of this page if paying by deposit account)

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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.

B. Noël Kivlin  
Name of Person Signing  
Reg. No. 33,929

Signature

Date

Total number of pages: 5

OMB No. 0651-011 (exp.4/94)

12/09/2003 LNUELLER 00000136 501505 10417811

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This Agreement is made between:

Frederick Louis Ghislain Gabriel Vecoven, a Belgian Citizen residing at 153 rue de la Belle Jardiniere, B-4031 Angleur, Belgium (Hereinafter referred to as "Undersigned Inventor"); and

Sun Microsystems Luxembourg SaRL, Societe a responsabilite limite unipersonnelle, a company organised under the laws of Luxembourg, having a place of business at 77-79 Parc d'Activites Capellen, L-8308 Capellen, Luxembourg (Hereinafter referred to as SUN SaRL); 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 SaRL; and
- B In the course of this employment, the or each Undersigned Inventor has made an invention (The Invention) as described in the draft patent specification (US 10/417,811) entitled "Error Management" (Sun Ref: P9555) 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 SaRL, belongs to Sun SaRL; and
- D SUN SaRL 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 SaRL, in consideration of the sum of £1 (one pound Sterling) paid by SUN Inc to SUN SaRL, the receipt of which is hereby acknowledged, SUN SaRL 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 SaRL execute all documents and do all such acts and things as SUN Inc or SUN SaRL 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 SaRL or SUN Inc except as directed by SUN SaRL or SUN Inc;


(c) That he/she will give to SUN SaRL 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 SaRL 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 SaRL 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 16<sup>th</sup> day of April 2003.

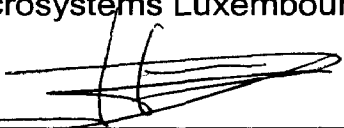
SIGNED by  (Inventor)  
Frederic Louis Ghislain Gabriel VECOVEN

 (Witness)

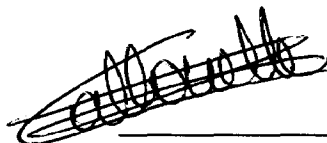
on 17/8/03 (date)

Berenpère (Print name)  
LALLOUETTE

SIGNED for and on behalf of  
Sun Microsystems Luxembourg SaRL


by   
Pierre HENIN  
"Gerant"  
Sun Microsystems Limited

on 25/8/2003 (date)

  
(Witness)

Béatrice  
LALLOUETTE (Print name)

SIGNED for and on behalf of  
Sun Microsystems, Inc

by   
Andrew C CHEN  
Assistant General Counsel  
Sun Microsystems, Inc

on Sept 10, 2003 (date)

  
(Witness)

Helen Pando (Print name)

## **SCHEDULE**

Invention TITLE: Error Management

Sun Microsystems Reference: P9555

US Serial No: 10/417,811

### **INVENTORS:**

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