

01-22-2004



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To the Honorable Commissioner of Patents and Trademarks, Please record the attached

1. Name of conveying party(ies):

Rhod J. Jones
Sun Microsystems Limited

FINANCE SECTION
2004 JAN 20 AM 10 32 1-20-04

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) 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: August 29, 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)

10/386,836 filed March 12, 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. Noel Kivlin

Internal Address: Mevertons, 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

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

8. Deposit account number: 501505/5681-50400/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

B.
Signature

1-14-04
Date

Total number of pages: 3

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

01/21/2004 ECOOPER 00000361 501505 10386836

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ACKNOWLEDGEMENT by an Employee of the Right to apply for a Patent and AN ASSIGNMENT BETWEEN

RHOD J. JONES, of BRITISH nationality, 41 Lupin Ride, Kings Copse, Crowthorne, Berkshire RG45 6US, United Kingdom (hereinafter referred to as "Inventor") of the first part;

SUN MICROSYSTEMS LIMITED, a UNITED KINGDOM company, having a place of business at BAGSHOT MANOR, GREEN LANE, BAGSHOT, SURREY, GU19 5NL, UNITED KINGDOM (hereinafter referred to as "Employer Company" of the second part; 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 "Parent Company") of the third part.

WHEREAS:

(A) Each Inventor claims jointly with the other Inventor(s) to have made the Invention described in the Schedule (hereinafter referred to as "the Invention");

(B) The Invention has been made by the Inventors during the period of their employment with the Employer Company and in the course of their normal duties with the Employer Company and by virtue of the terms of their employment with the Employer Company, the Invention is to be taken as between the Employer Company and the Inventors to belong to the Employer Company;

(C) The Employer Company agrees to assign the Invention and the right to apply for a patent or patents relating to the said Invention to the Parent Company together with all rights, title and beneficial interest in and arising therefrom.

NOW THIS AGREEMENT WITNESSES as follows:

1. Each Inventor HEREBY ACKNOWLEDGES that the Invention and all rights therein including the right to apply for a patent or patents relating to the Invention belongs to the Employer Company, and pursuant thereto HEREBY ASSIGNS TO AND CONFIRMS the vesting in the Employer Company of:

(a) the whole of the property in the Invention throughout the world and any protection obtained at any time therefor and all rights, title and interest which the Inventor may have or have been entitled to therein including all rights to bring proceedings for infringement thereof together with the full and exclusive benefit thereof; and
(b) the right to apply for and obtain or to enable others to apply for and obtain a patent or patents or any other form of protection in respect of the Invention both in the United States of America and throughout the world.

2. In pursuance of the agreement referred to in Recital (C) and IN CONSIDERATION of the sum of FIVE US DOLLARS, receipt of which is hereby confirmed, the Employer Company hereby assigns to the Parent Company all of its rights in the Invention including the right to apply for a patent or patents and to exploit the Invention or any patent or other protection obtained in respect thereof TO HOLD the same unto the Parent Company absolutely.

3. Each Inventor hereby undertakes to the Parent Company that he/she will at the expense of the Parent Company execute all documents and do all such acts and things as the Parent Company may in its absolute discretion consider necessary or desirable to enable Letters Patent or any form of protection to be issued in respect of the Invention in any part or parts of the world and to vest the same in the name of the Parent Company or its nominee free from all encumbrances and to enable or to assist the Parent Company or its nominee to defend oppositions to grant thereof, to maintain the same when granted and to present and prosecute for the infringement thereof.

4. Each Inventor hereby warrants to the Employer Company and to the Parent Company:
- (a) that he/she has not assigned or agreed to assign to any person, firm or company 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 the Employer Company or the Parent Company except as directed by the Employer Company or the Parent Company;
 - (c) that he/she will give to the Employer Company or the Parent Company all information in his/her possession or in his/her power relating to the Invention and the method of employing or using the same as the Employer Company or the Parent Company shall require;
 - (d) that he/she knows of no reason why a valid patent or valid patents relating to the Invention should not be granted either to himself/herself or to his/her successors in title.

IN WITNESS thereof the parties have duly executed this document the day and year first above written.

SCHEDULE

The invention is as described in U.S. patent application serial number 10/386,836, filed March 12, 2003, entitled: "SYSTEM AND METHOD TO PROVIDE HOT-SWAP STATUS INDICATION IN A COMPUTER SYSTEM HAVING REDUNDANT POWER SUPPLIES."

SIGNED by the Inventor:

RJ

 RHOD J. JONES

29 AUG 2003

 DATE

Witness

M. Lane

SIGNED for and on behalf
 of SUN MICROSYSTEMS LIMITED:

MC

 MARK CURTIS
 COMPANY SECRETARY
 SUN MICROSYSTEMS LIMITED

21 9/03

 DATE

Witness

J E COE

SIGNED for and on behalf
 of SUN MICROSYSTEMS, INC.:

NK

 NOREEN A. KRALL
 DIRECTOR OF INTELLECTUAL PROPERTY,
 HARDWARE AND SYSTEMS
 SUN MICROSYSTEMS, INC.

10/20/03

 DATE

Witness

Susan Jensen

 SUSAN JENSEN