

03-04-2004



102684971

To the Honorable Commissioner of Patents and Trademarks. Please

enclose.

1. Name of conveying party(ies) and Execution Date:

Thomas E. Giles
Ariel Hendel

December 23, 2003
January 5, 2004

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

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

3. Nature of Conveyance:

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

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)

10/653,033

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 & 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: 501505/5681-70900

(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. Noël Kivlin

Name of Person Signing
Reg. No. 33,929

[Signature]
Signature

2-27-04
Date

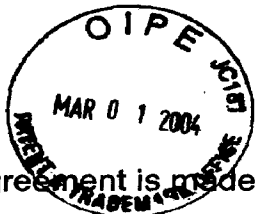
Total number of pages: 3

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

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This Agreement is made between:

PAUL JEFFREY GARNETT, a British citizen residing at Little Orchard, Knightsbridge Road, Camberley, Surrey, GU15 3TS, United Kingdom (Hereinafter referred to as "Undersigned Inventor"); and

MARTIN P MAYHEAD, a British citizen residing at Tuscaloosa, Tilford Road, Hindhead, Surrey GU26 6QY, United Kingdom (Hereinafter referred to as "Undersigned Inventor"); 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 or each Undersigned Inventor has been employed by Sun Ltd; and
- B In the course of this employment, the or each Undersigned Inventor has made an invention (The Invention) as described in the attached draft patent specification entitled "Aggregation Switch" (Sun Ref: P8218) 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 Ltd, belongs to Sun Ltd; and
- D 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(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 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.

3. The or each Undersigned Inventor hereby undertakes that he/she 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.

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 Ltd or SUN Inc except as directed by SUN Ltd or SUN Inc;

(c) That he/she will give to SUN Ltd 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 Ltd 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 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 28th day of August 2003.

SIGNED by  (Inventor)
PAUL JEFFREY GARNETT
on 27/NOV/03 (date)

 (Witness)

M. PLACE (Print name)

SIGNED by M. P. Mayhead (Inventor)
MARTIN P MAYHEAD
on 27/11/2003 (date)

M. P. Mayhead (Witness)
M. P. Mayhead (Print name)

SIGNED for and on behalf of
Sun Microsystems Ltd

by Mark Curtis
MARK CURTIS
Company Secretary
Sun Microsystems Limited
on 8/12/03 (date)

Mark Curtis (Witness)
JE COE (Print name)

SIGNED for and on behalf of
Sun Microsystems, Inc

by Bernice B Chen
BERNICE B CHEN
Assistant General Counsel
Sun Microsystems, Inc
on 22/12/03 (date)

Susan Jensen (Witness)
SUSAN JENSEN (Print name)