

04-30-2004

FORM PTO-1595
1-31-92

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PATENTS ONLY

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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Assistant Commissioner for Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Names of conveying parties:
David Robinson, Brian Wong, Spencer Shepler & Richard McDougall
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party:
Name: Sun Microsystems, Inc.
Street Address: 4150 Network Circle
City: State: Zip: Santa Clara, CA 95054

17497 U.S. PTO
10/831936

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other

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

Execution Dates: April 17 2004, April 21, 2004 and April 22, 2004

4. Application number(s) or patent number(s):
If this document is being filed together with a new application, the filing date of the application is: April 26, 2004

A. Patent Application No.(s): 10 831 936 | B. Patent No.(s):
Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Daniel Vaughan
Park, Vaughan & Fleming LLP
702 Marshall Street, Suite 310
Redwood City, CA 94063
Attorney Docket No.: SUN04-0638

6. Total number of applications and patents involved: [1]
7. Total fee (37 CFR 3.41)\$40.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:

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.

Daniel E. Vaughan *Daniel Vaughan* April 26, 2004
Name of Person Signing Signature Date

Total number of pages including coversheet, attachments and document: [3]

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JOINT TO CORPORATE
ASSIGNMENT

WHEREAS, the undersigned,

- | | |
|---|---|
| (1) ROBINSON, David
9539 Big View Drive
Austin, TX 78730 | (2) WONG, Brian L.
924 Longwood Drive
Gordonsville, VA 22942 |
| (3) SHEPLER, Spencer
7808 Moonflower Drive
Austin, TX 78750 | (4) MCDUGALL, Richard J.
340 Trenton Way
Menlo Park, CA 94025 |

hereinafter termed "Inventors", have invented certain new and useful improvements in

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and have executed a declaration or oath of inventorship for an application for a United States patent disclosing and identifying the invention on:

- | | |
|---|---|
| (1) the <u>21</u> day of <u>April</u> , 2004; | (2) the <u>17</u> day of <u>April</u> , 2004; |
| (3) the <u>22</u> day of <u>April</u> , 2004; | (4) the <u>21</u> day of <u>April</u> , 2004. |

Said application: being filed herewith; OR
 having Application No. _____, filed on _____, 2004.

WHEREAS, Sun Microsystems, Inc. a corporation of the State of Delaware, having a place of business at 4150 Network Circle, Santa Clara, CA 95054, (hereinafter termed "Assignee"), is desirous of acquiring the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered jointly or severally by said Inventors (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventors to have been received in full from said Assignee:

1. Said Inventors do hereby sell, assign, transfer and convey unto said Assignee the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply for foreign patents on said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a divisional, substitution, continuation, or continuation-in-part of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.


2. Said Inventors hereby jointly and severally covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Inventors shall include prompt production


of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventors in providing such cooperation shall be paid for by said Assignee.

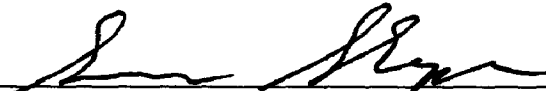
3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventors, their respective heirs, legal representatives and assigns.

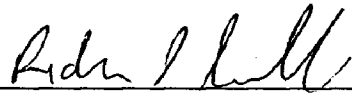
4. Said Inventors hereby jointly and severally warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, said Inventors have executed and delivered this instrument to said Assignee as of the dates written below.

Date: 21. Apr. 04 Signature: 
Name: David Robinson

Date: 17. Apr. 02 Signature: 
Name: Brian L. Wong

Date: 22 APR 04 Signature: 
Name: Spencer Shepler

Date: 21. Apr. 04 Signature: 
Name: Richard J. McDougall