

05-14-2004

Patent and Trademark Office



To the Honorable Commissioner of Patents and Trademarks. 1

hereof.

102745650

1. Name of conveying party(ies):

S.13.04

James E. King
Martin P. Mayhead
Sun Microsystems Limited

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 8, 2002

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2004 MAY 13 PM 3:25
FINANCE SECTION

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)
10/215,668

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: 501505/5681-24900/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. Noël Kivlin
Name of Person Signing
Reg. No. 33,929

[Signature]
Signature

5-10-04
Date

Total number of pages: 3

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

05/14/2004 LMUELLER 00000052 501505 10215668

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ACKNOWLEDGEMENT by an Employee of the Right to apply for a Patent and AN ASSIGNMENT to have effect on the **EIGHTH DAY OF AUGUST 2002 BETWEEN**

JAMES E KING, of UNITED KINGDOM nationality, of 75A WATERLOO ROAD, WOKINGHAM, BERKSHIRE, RG40 2JE, UNITED KINGDOM (hereinafter referred to as "Inventor") of the first part;

MARTIN P MAYHEAD, of UNITED KINGDOM nationality, of TUSCALOOSA, TILFORD ROAD, HINDHEAD, SURREY, GU26 6QY, UNITED KINGDOM (hereinafter referred to as "Inventor") of the second part;

SUN MICROSYSTEMS LIMITED, a UNITED KINGDOM company, having a place of business at JAVA HOUSE, GUILLEMONT PARK, MINLEY ROAD, BLACKWATER, CAMBERLEY, SURREY, GU17 9QG, UNITED KINGDOM (hereinafter referred to as "Employer Company") of the third part; AND

SUN MICROSYSTEMS, INC., a corporation of Delaware, United States of America, having a place of business 4120 NETWORK CIRCLE, SANTA CLARA, CALIFORNIA 95054, UNITED STATES OF AMERICA (hereinafter referred to as "Parent Company") of the fourth part.

WHEREAS :-

- (A) Each Inventor claims to have made with his/her co-inventor(s) the Invention described in the Schedule (hereinafter referred to as "the Invention");
- (B) The Invention has been made by each Inventor during the period of his/her employment with the Employer Company and in the course of his/her normal duties with the Employer Company and by virtue of the terms of his/her employment with the Employer Company, the Invention is to be taken as between the Employer Company and the Inventor 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 in consideration thereof 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 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.

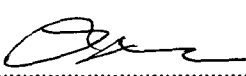
4. Each Inventor hereby warrants to the Employer Company and to the Parent Company:
- (a) that he/she has not assigned or agreed to assign to any person firm or company or otherwise encumbered the Invention or any other part of the rights therein and thereto;
 - (b) that he/she has not disclosed and 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 to have effect the day and year first above written

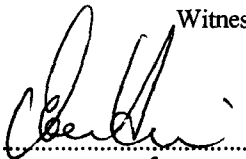
SCHEDULE

The invention is as described in the draft specification entitled "COMPUTER SYSTEM MONITORING" (SUN REF: P6393).

SIGNED by the Inventor:




 JAMES KING

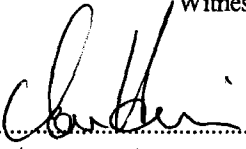
Witness


 IAN HAARLE

SIGNED by the Inventor:




 MARTIN MAYHEAD

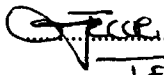
Witness


 IAN HAARIS

SIGNED for and on behalf of
SUN MICROSYSTEMS LIMITED:

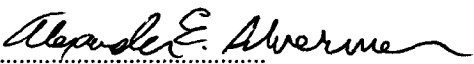


 MARK CURTIS
 SOLICITOR AND COMPANY SECRETARY
 SUN MICROSYSTEMS LIMITED


Witness


 J.E. COE

SIGNED for and on behalf of
SUN MICROSYSTEMS, INC:

AEA 

~~KENNETH OLSEN~~
~~VICE PRESIDENT INTELLECTUAL PROPERTY~~
~~SUN MICROSYSTEMS, INC~~
 ALEXANDER. E. SILVERMAN
 ASSISTANT GENERAL COUNSEL
 SUN MICRO SYSTEMS, INC

Witness


 VICTORIA. E. CHANDLER