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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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17302 U.S. PTO 10/891594



To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof

1. Name of conveying party(ies): Michael J. Koster (07/07/2004), Shailendra Deva (07/12/2004), and Brian W. O'Krafka (07/02/2004) Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies) Name: Sun Microsystems, Inc. Internal Address: 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 Execution Date: see Box 1, conveying parties

4. Application number(s) or patent number(s): 10891594 If this document is being filed together with a new application, the execution date of the new application is: July 2, 7, & 12, 2004 A. Patent Application No.(s): This application B. Patent No.(s): 40.00 DP Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Jonathan P. Osha OSHA & MAY L.L.P. Internal Address: Atty. Dkt.: 03226/471001 Street Address: 1221 McKinney St., Suite 2800 City: Houston State: TX Zip: 77010

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  Authorized to be charged to credit card (Form 2038 enclosed) 8. Deposit account number: 500591 (Attach 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. Jonathan Osha Name of Person Signing Signature Date July 15, 2004 Total number of pages including cover sheet, attachments, and documents: 5

I hereby certify that this correspondence is being deposited with the U.S. Postal Service as Express Mail, Airbill No. EV461137961US, in an envelope addressed to: MS Assignment Recordation Services, Director of the US Patent and Trademark Office, P.O. Box 1450, Alexandria, VA 22313-1450, on the date shown below. Dated: July 15, 2004 Signature: Toni Hill (Toni Hill)

## ASSIGNMENT – WORLDWIDE

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned individual(s) (referred to herein as the "INVENTOR(S)") hereby assign, transfer, and set over to:

**SUN MICROSYSTEMS, INC.**

having the following address:

**4150 Network Circle  
Santa Clara, California 95054**

(referred to herein as "COMPANY"), its successors, and assigns, the entire right, title, and interest, worldwide, in and to the invention known by the following title:

### **SHARED CACHE FOR POINT-TO-POINT CONNECTED PROCESSING NODES**

for which the undersigned has/have executed an application for patent in the United States of America on or about this same day, together with said patent application, all divisions, continuations, continuations-in-part, reissues, and extensions thereof, and all Letters Patent (domestic and foreign) that may be granted therefor. Such interest represents the entire ownership of said applications and Letters Patent when granted and is to be owned by COMPANY, its successors, and assigns, or their legal representatives, for the full and entire term for which such Letters Patent may be granted or extended, as fully and entirely as the same would have been enjoyed by the INVENTOR(S) if this assignment had not been made.

In addition, the undersigned INVENTOR(S) each hereby agrees:

1. To sign and execute any further documents that may be necessary or desirable, lawful, and proper in connection with the prosecution of all applications for patent(s) on the INVENTION in the United States, including without limitation said application and all divisions, continuations, continuations-in-part, amendments thereof, and all interference proceedings associated therewith, or otherwise necessary or desirable to secure the title thereto to COMPANY;
2. To execute all papers and documents and to perform all lawful acts that may be necessary in connection with claims to priority or otherwise under the International Convention for the Protection of Industrial Property or similar treaties or agreements;
3. To perform all lawful affirmative acts that may be necessary to obtain the grant of valid and enforceable patents to COMPANY.

The undersigned INVENTOR(S) each hereby authorizes and requests the Commissioner of Patents and Trademarks in the United States to issue any and all Letters Patent resulting from said application, including without limitation any division, continuation, continuation-in-part, or reissue thereof to COMPANY.

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**OSHA & MAY L.L.P.**

**PATENT  
REEL: 015578 FRAME: 0962**

The undersigned INVENTOR(S) each hereby grants to the firm of OSHA & MAY L.L.P. the power to insert on this Assignment any further identification that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for the recordation of this document.

IN WITNESS WHEREOF, this Assignment has been executed by each of the undersigned individuals on the date appearing by such individual's signature:

7/7/2004  
Date

1<sup>st</sup> Inventor Signature: *Michael J. Koster*  
Print or Type Name: Michael J. KOSTER

\_\_\_\_\_  
Date

2<sup>nd</sup> Inventor Signature: \_\_\_\_\_  
Print or Type Name: Shailendra DEVA

\_\_\_\_\_  
Date

3<sup>rd</sup> Inventor Signature: \_\_\_\_\_  
Print or Type Name: Brian W. O'KRAFKA

\_\_\_\_\_  
Date

4<sup>th</sup> Inventor Signature: \_\_\_\_\_  
Print or Type Name: \_\_\_\_\_

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When this Assignment is not filed concurrently with the patent application, the following identifying information may be added after execution:  
*U.S. Application Serial No.:*  
*Filing Date:*

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IN WITNESS WHEREOF, this Assignment has been executed by each of the undersigned individuals on the date appearing by such individual's signature:

_____	1 <sup>st</sup> Inventor Signature: _____
Date	Print or Type Name: Michael J. KOSTER
7/12/2004	2 <sup>nd</sup> Inventor Signature: _____
Date	Print or Type Name: Shalendra DEVA
_____	3 <sup>rd</sup> Inventor Signature: _____
Date	Print or Type Name: Brian W. O'KRAFKA
_____	4 <sup>th</sup> Inventor Signature: _____
Date	Print or Type Name: _____

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IN WITNESS WHEREOF, this Assignment has been executed by each of the undersigned individuals on the date appearing by such individual's signature:

	1 <sup>st</sup> Inventor Signature:
Date	Print or Type Name: Michael J. KOSTER
	2 <sup>nd</sup> Inventor Signature:
Date	Print or Type Name: Shailendra DEVA
7/2/04	3 <sup>rd</sup> Inventor Signature: <i>Brian W. O'Krafka</i>
Date	Print or Type Name: Brian W. O'KRAFKA
	4 <sup>th</sup> Inventor Signature:
Date	Print or Type Name:

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