

10-01-2004



Form PTO-1595 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)

102849079

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

9.23.04

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

<p>1. Name of conveying party(ies): Herbert Dewitt Schwetman, Jr. (09/23/2004) and Philip Eugene Cannata (09/23/2004)</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies)</p> <p>Name: <u>Sun Microsystems, Inc.</u></p> <p>Internal Address: _____</p> <p>Street Address: _____</p> <p>4150 Network Circle</p> <p>City: <u>Santa Clara</u></p> <p>State: <u>California</u> Zip: <u>95054</u></p> <p>Additional name(s) & address(es) attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of Conveyance:</p> <p><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger</p> <p><input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name</p> <p><input type="checkbox"/> Other _____</p> <p>Execution Date: <u>in parentheses after inventor name</u></p>	

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the new application is: September 23, 2004

A. Patent Application No.(s):
This application

B. Patent No.(s): _____

Additional numbers attached? Yes No

<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>Jonathan P. Osha</u> <u>OSHA & MAY L.L.P.</u></p> <p>Internal Address: <u>Atty. Dkt.: 03226/481001; SUN040974</u></p> <p>Street Address: <u>1221 McKinney St., Suite 2800</u></p> <p>City: <u>Houston</u> State: <u>TX</u> Zip: <u>77010</u></p>	<p>6. Total number of applications and patents involved: <u>1</u></p> <p>7. Total fee (37 CFR 3.41) \$ <u>40.00</u></p> <p><input type="checkbox"/> Enclosed</p> <p><input type="checkbox"/> Authorized to be charged to deposit account</p> <p><input checked="" type="checkbox"/> Authorized to be charged to credit card (Form 2038 enclosed)</p> <p>8. Deposit account number: <u>50-0591</u> (Attach duplicate copy of this page if paying by deposit account)</p>
---	---

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.

45, 125

JEFFREY S. BERGMAN Jeffrey S. Bergman September 23, 2004
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and documents: 4

I hereby certify that this correspondence is being deposited with the U.S. Postal Service as Express Mail, Airbill No. EV523184646US, 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: September 23, 2004 Signature: Yuki Tsukuda (Yuki Tsukuda)

17974 U.S. PTO

10948389



092304

09/27/2004 EAREGRY1 00000003 10948389

03 FC:8021

76347

PATENT REEL: 015833 FRAME: 0761

ASSIGNMENT BY INVENTORS

THIS ASSIGNMENT, made this 23rd day of September, 2004, by Herbert Dewitt Schwetman, Jr. and Philip Eugene Cannata (hereinafter referred to as Assignors), residing at 6524 Ladera Norte, Austin, Texas 78731; and 9406 Scenic Bluff Drive, Austin, Texas 78733, respectively;

WHEREAS, Assignors have invented certain new and useful improvements in **CACHE ABSTRACTION FOR MODELING DATABASE PERFORMANCE**, set forth in a Patent application for Letters Patent of the United States, filed herewith; and

WHEREAS, Sun Microsystems, Inc., a Corporation organized under and pursuant to the laws of Delaware having its principal place of business at 4150 Network Circle, Santa Clara, California 95054 (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to said inventions and said Application for Letters Patent of the United States, and in and to any Letters Patent of the United States to be obtained therefore and thereon.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, Assignors have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions and application for Letters Patent, and in and to any and all direct and indirect divisions, continuations and continuations-in-part of said application, and any and all Letters Patent in the United States and all foreign countries which may be granted therefore and thereon, and reissues, reexaminations and extensions of said Letters Patent, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by Assignee, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent may be granted and/or extended, as fully and entirely as the

same would have been held and enjoyed by Assignors, had this sale and assignment not been made.

AND for the same consideration, Assignors hereby represent and warrant to Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, except for any rights, titles and/or interests that have arisen to Assignee under law or that have already been transferred to Assignee, Assignors are the sole and lawful owners of the entire right, title and interest in and to the said inventions and application for Letters Patent above-mentioned, and that the same are unencumbered and that Assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, Assignors hereby covenant and agree to and with Assignee, its successors, legal representatives and assigns, that Assignors will sign all papers and documents, take all lawful oaths and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of any Letters Patent and applications for Letters Patent for said inventions, without charge to Assignee, its successors, legal representatives and assigns, whenever counsel of Assignee, or counsel of its successors, legal representatives and assigns, shall advise: that any proceeding in connection with said inventions, or said Patent application for Letters Patent, or any proceeding in connection with any Letters Patent or applications for Letters Patent for said inventions in any country, including but not limited to interference proceedings, is lawful and desirable; or, that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue, reexamination or extension of any Letters Patent, to be obtained thereon, is lawful and desirable.

AND Assignors hereby request the Commissioner of Patent and Trademarks to issue said Letters Patent of the United States to Assignee, as Assignee of said inventions and the Letters Patent to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives and assigns.

AND Assignors hereby grant the following individuals the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply

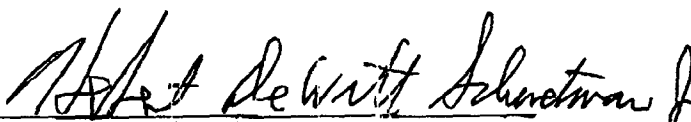
with the rules of the United States Patent and Trademark Office for recordation of this document:

SUN MICROSYSTEMS, INC.

All practitioners at Customer Number 32615

AND Assignors acknowledge an obligation of assignment of this invention to Assignee at the time the invention was made.

Date: 9/23/04

Signature: 
Herbert Dewitt Schwetman, Jr.

Date: 9/23/04

Signature: 
Philip Eugene Cannata