

11/5/04

11-12-2004



FORM 10-1595  
1-31-92

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Patent and Trademark  
RECORDATION FORM COVER SHEET  
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To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

<b>1. Name of conveying party(ies):</b>  David Stuart Gordon Sun Microsystems Limited  Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>2. Name and address of receiving party(ies):</b>  Name: <u>Sun Microsystems, Inc.</u>  Street Address: <u>4150 Network Circle</u>  City <u>Santa Clara</u> State <u>CA</u> ZIP <u>95054</u>  Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>3. Nature of Conveyance:</b>  <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____  Execution Date: <u>June 10, 2004</u>	

**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) <b>10/865,299</b>	B. Patent No.(s)
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Additional numbers attached? ☐ Yes ☒ No

<b>5. Name and address of party to whom correspondence concerning document should be mailed:</b>  Name: <u>B. Noel Kivlin</u>  Internal Address: <u>Meyertons, Hood, Kivlin, Kowert &amp; Goetzel, P.C.</u>  Street Address: <u>P.O. Box 398</u>  City <u>Austin</u> State <u>TX</u> ZIP <u>78767-0398</u>	<b>6. Total number of applications and patents involved:</b> <u>1</u>  <b>7. Total fee (37 CFR 3.41):</b> .....\$ <u>40.00</u> <input type="checkbox"/> Fee Authorization Form Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account  <b>8. Deposit account number:</b> <u>501505/6000-01500</u> (Attach a duplicate copy of this page if paying by deposit account)
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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.*

<u>B. Noel Kivlin</u> Name of Person Signing Reg. No. 33,929	<u>[Signature]</u> Signature	<u>11-2-04</u> Date
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Total number of pages: 4

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

11/12/2004 6TON11 00000061 501505 10865299  
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This Agreement is made between:

DAVID STUART GORDON, a British citizen residing at 2 Bridgefield House, Bridge Street, Howden-le-Wear, County Durham, DL15 8ET, 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 "Virtual Copy System and Method" (Sun Ref: SUN040706) 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 10th day of June 2004.

SIGNED by David Stuart Gordon (Inventor)  
DAVID STUART GORDON  
on 10-JUNE-2004 (date)

J. Leedy (Witness)  
DANIEL HEALD (Print name)

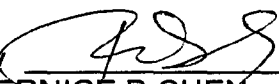
SIGNED for and on behalf of  
Sun Microsystems Ltd

by   
MARK CURTIS  
Company Secretary  
Sun Microsystems Limited  
on 28/6/04 (date)

 (Witness)

J E Coe (Print name)

SIGNED for and on behalf of  
Sun Microsystems, Inc

by   
BERNICE B CHEN  
Assistant General Counsel  
Sun Microsystems, Inc  
on 7-13-04 (date)

 (Witness)

LIDIA HENDY (Print name)