11-15-2004

	FORM COVER SHEET ONLY
o the Honorable Commissioner of Patents and Trademarks. Please record the att	ached original documents or copy thereof.
. Name of conveying party(ies) and execution date(s):	2. Name and address of receiving party(ies):
Boman Irani September 22, 2004	Name: Sun Microsystems, Inc.
Arthur Salazar October 29, 2004 David Nielsen October 14, 2004	Street Address: 4150 Network Circle
Roman Zajcew November 2, 2004 Scott Carter October 20, 2004	City Santa Clara State CA ZIP 95054
David L. Isaman October 19, 2004	
	Additional name(s) & address(es) attached?
Additional name(s) of conveying party(ies) attached? Yes No	
. Nature of Conveyance:	
Assignment	
Merger	
Security Agreement Change of Name	
Other	
Additional numbers a	attached?
Name and address of party to whom correspondence concerning document should be mailed: Rory D. Rankin	6. Total number of applications and patents involved: _1
Name and address of party to whom correspondence concerning document should be mailed: Name: Rory D. Rankin Internal Address: Meyertons, Hood, Kivlin, Kowert & Goetzel, P.C.	
Name and address of party to whom correspondence concerning document should be mailed: Name: Rory D. Rankin Internal Address: Meyertons, Hood, Kivlin, Kowert & Goetzel, P.C. Street Address: P.O. Box 398	
Name and address of party to whom correspondence concerning document should be mailed: Name: Rory D. Rankin Internal Address: Meyertons, Hood, Kivlin, Kowert & Goetzel, P.C.	
Name and address of party to whom correspondence concerning document should be mailed: Name: Rory D. Rankin Internal Address: Meyertons, Hood, Kivlin, Kowert & Goetzel, P.C. Street Address: P.O. Box 398	6. Total number of applications and patents involved: _1 7. Total fee (37 CFR 3.41):
Name and address of party to whom correspondence concerning document should be mailed: Name: Rory D. Rankin Internal Address: Meyertons, Hood, Kivlin, Kowert & Goetzel, P.C. Street Address: P.O. Box 398 City Austin State TX ZIP 78767-0398	Total fee (37 CFR 3.41):
Name and address of party to whom correspondence concerning document should be mailed: Name: Rory D. Rankin Internal Address: Meyertons, Hood, Kivlin, Kowert & Goetzel, P.C. Street Address: P.O. Box 398 City Austin State TX ZIP 78767-0398 DO NOT US	6. Total number of applications and patents involved: _1 7. Total fee (37 CFR 3.41):
Name and address of party to whom correspondence concerning document should be mailed: Name: Rory D. Rankin Internal Address: Meyertons, Hood, Kivlin, Kowert & Goetzel, P.C. Street Address: P.O. Box 398 City Austin State TX ZIP 78767-0398 DO NOT US	6. Total number of applications and patents involved: _1 7. Total fee (37 CFR 3.41):
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Name and address of party to whom correspondence concerning document should be mailed: Name: Rory D. Rankin Internal Address: Meyertons, Hood, Kivlin, Kowert & Goetzel, P.C. Street Address: P.O. Box 398 City Austin State TX ZIP 78767-0398 DO NOT US D. Statement and Signature. To the best of my knowledge and belief, the foregoing information is true an Rory D. Rankin	6. Total number of applications and patents involved: _1 7. Total fee (37 CFR 3.41):
Name and address of party to whom correspondence concerning document should be mailed: Name: Rory D. Rankin Internal Address: Meyertons, Hood, Kivlin, Kowert & Goetzel, P.C. Street Address: P.O. Box 398 City Austin State TX ZIP 78767-0398 DO NOT US In Statement and Signature. To the best of my knowledge and belief, the foregoing information is true and street and street and strue and st	6. Total number of applications and patents involved: _1 7. Total fee (37 CFR 3.41):

PATENT

REEL: 015974 FRAME: 0571

FOR GOOD AND VALUABLE CONSIDERATION, the receipt, sufficiency and adequacy of which are hereby acknowledged, the undersigned, does hereby:

SELL, ASSIGN AND TRANSFER to <u>SUN MICROSYSTEMS</u>, <u>INC</u>. (the "Assignee"), a corporation organized and existing under and by virtue of the laws of the State of <u>Delaware</u>, and having its principal place of business at 4150 Network Circle, Santa Clara, CA 95054, their entire right, title and interest for the United States and all foreign countries, in and to any and all improvements which are disclosed in the application for United States Letters Patent, which has been executed by the undersigned concurrently herewith, and is entitled, <u>MODELING OPERATING SYSTEM INSTANCES</u>, such application and all divisional, continuing, substitute, renewal, reissue and all other applications for patent which have been or shall be filed in the United States and all foreign countries on any of such improvements; all original and reissued patents which have been or shall be issued in the United States and all foreign countries on such improvements; and specifically including the right to file foreign applications under the provisions of any convention or treaty and claim priority based on such application in the United States;

AUTHORIZE AND REQUEST the issuing authority to issue any and all United States and foreign patents granted on such improvements to the Assignee;

WARRANT AND COVENANT that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been or will be made to others by the undersigned, and that the full right to convey the same as herein expressed is possessed by the undersigned;

COVENANT that, when requested and at the expense of the Assignee, to carry out in good faith the intent and purpose of this assignment, the undersigned will execute all divisional, continuing, substitute, renewal, reissue, and all other patent applications on any and all such improvements; execute all rightful oaths, declarations, assignments, powers of attorney and other papers; communicate to the Assignee all facts known to the undersigned relating to such improvements and the history thereof; and generally do everything possible which the Assignee shall consider desirable for securing, maintaining and enforcing proper patent protection for such improvements and for vesting title to such improvements in the Assignee;

PATENT 5681-77900 SUN040301

COVENANT AND AGREE that the above is and will be binding on the heirs, assigns, representatives and successors of the undersigned and extend to the successors, assigns and nominees of the Assignee.

PATENT

Dave.REEL: 015974 FRAME: 0572

(Signature)

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Arthur Salazar (Signature) ____ Date: Name: (Signature) __ Date: Boman Irani Name: (Signature)_ Name: Date: (Signature) _ Scott Carter Name (Signature:) ___ Date: David L. Isaman Name Name David Nielsen

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assigns, representatives and successors of the undersigned and extend to the successors,

assign: and nominees of the Assignee.

(Signature) ___

Rory D. Rankin Meyerions, Hood, Kivlin, Kowert & Goetzel, P.C. P.O. Box 398 Austin, TX 78767-0398

Date:

Page 2

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(Signature)		Date:
	Arthur Salazar	
(Signature) _ Name:	Boman Irani	Date:
(Signature) _ Name:	Roman Zajcew	Date:
	Scott Carter	Date:
(Signature) _ Name:	David L. Isaman	Date: <u>10/19/04</u>
(Signature) Name:	David Nielsen	Date:

Rory D. Rankin Meyertons, Hood, Kivlin, Kowert & Goetzel, P.C. P.O. Box 398 Austin, TX 78767-0398

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(Signature)		Date:
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(Signature) _ Name:	Boman Irani	Date: Sep 22/0
(Signature) _ Name:	Roman Zajcew	Date:
	Scott Carter	Date:
	David L. Isaman	Date:
(Signature) _ Name:	David Nielsen	Date:

Rory D. Rankin Meyertons, Hood, Kivlin, Kowert & Goetzel, P.C. P.O. Box 398 Austin, TX 78767-0398

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Name:	Arthur Salazar	
(Signature) _ Name:	Boman Irani	Date:
(Signature) _		Date:
Name:	Roman Zajcew	
(Signature) _ Name:	Scott Carter	Date: 10/20/2004
	David L. Isaman	Date:
	David Mielson	Date:

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PATENT 5681-77900 SUN040301

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(Signature)_	And the state of t	Date:	
Name:	Arthur Salazar	Address of the control of the contro	
(Signature) _	CHARLES THE THE PARTY OF THE PA	Date:	and Association
Name:	Bouar Irani	Programme (Programme)	
(Signature)		Date:	
Name:	Roman Zajcew		
(Signature)_		Date:	
SOURCE DE LA CONTRACTOR	Scott Carter	100 A	
(Signature)_		Date:	ia di bi
Name:	David L. Isaman		
(Signature) _	Lard Melder	Date: <u>Oc</u> £	14,2004
Name:	David Nielsen		

Rory D. Rankin Meyertons, Heod, Kivlin, Kowert & Goetzel, P.C. P.O. Box 398 Austin, TX 78767-0398

Page 2