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original documents or copy thereof.

U.S. PTO  
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1. Name of conveying party(ies):  
(1) David L. Detlefs  
(2) Steven K. Heller  
(3) Alexander T. Garthwaite

2. Name and address of receiving party(ies)

Name: Sun Microsystems, Inc.

Internal Address: \_\_\_\_\_

Additional name of conveying party(ies) attached?  Yes  No

Street Address: 4150 Network Circle

3. Nature of conveyance:

- Assignment  Merger
- Security Agreement  Change of Name
- Other \_\_\_\_\_

City: Santa Clara State: CA Zip: 95054

Additional Name(s) & address(es) attached?  Yes  No

Execution Date: (1) 10/21/04; (2) 10/21/04; (3) 10/21/04

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

If this document is being filed together with a new application, the execution date of the application is: November 11, 2004

A. Patent Application No.(s)  
Not Yet Assigned

B. Patent No.(s)  
Not Yet Assigned

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning this document should be mailed:

Name: Foley Hoag LLP

Internal Address: Seaport World Trade Center West

Street Address: 155 Seaport Boulevard

City: Boston State: MA Zip: 02210-2600

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

8. Deposit account number:

06-1448 SMY-110.02

(Attach 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.*

Joseph H. Born, Reg. No. 28,283  
Name of Person Signing

Signature

November 11, 2004  
Date

11/19/2004 DBYRNE 00000071 10985447

Total number of pages including cover sheet, attachments, and documents: 3

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Documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

### ASSIGNMENT

Whereas we, David L. Detlefs, whose residence address is 94 Depot St., Westford, MA 01886, Steven K. Heller, whose residence address is 1 Ashwood Road, Acton, MA 01720, and Alexander T. Garthwaite, whose residence address is 2 Burton Avenue, Beverly, MA 01915, have made certain inventions or discoveries (or both) set forth in an application for Letters Patent of the United States of America entitled GARBAGE-FIRST GARBAGE COLLECTION, identified by Foley Hoag LLP Docket No. SMY-110.02; and

Whereas Sun Microsystems, Inc., whose address is 4150 Network Circle, Santa Clara, CA 95054, and which, together with its successors and assigns, is hereinafter called "Assignee," is desirous of acquiring the title, rights, benefits, and privileges hereinafter recited;

Now, therefore, for valuable consideration furnished by Assignee to us, the receipt and sufficiency of which we hereby acknowledge, we hereby, without reservation:

1. Assign, transfer, and convey to Assignee our entire right, title, and interest in and to said inventions and discoveries, said application for Letters Patent of the United States of America, any and all other applications for Letters Patent on said inventions and discoveries in whatsoever countries, including all divisional, renewal, substitute, continuation, continuation-in-part, and Convention applications based in whole or in part upon said inventions or discoveries, or upon said applications, and any and all Letters Patent, reissues, reexaminations, and extensions of Letters Patent granted for said inventions and discoveries or upon said applications, and every priority right that is or may be predicated upon or arise from said inventions, said discoveries, said applications, and said Letters Patent;

2. Authorize Assignee to file patent applications in any or all countries on any or all of said inventions and discoveries in our names or in the name of Assignee or otherwise as Assignee may deem advisable, under the International Convention or otherwise;

3. Authorize and request the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to issue or transfer all said Letters Patent to Assignee, as assignee of the entire right, title, and interest therein or otherwise as Assignee may direct;

4. Warrant that we have not knowingly conveyed to others any right in said inventions, discoveries, applications, or patents or any license to use the same or to make, use, or sell anything embodying or utilizing any of said inventions or discoveries; and that we have good right to assign the same to Assignee without encumbrance;

5. Bind our heirs, legal representatives and assigns, as well as ourselves, to do, upon Assignee's request and at Assignee's expense, but without additional consideration to us or them, all acts reasonably serving to assure that the said inventions and discoveries, the said patent applications, and the said Letters Patent shall be held and enjoyed by Assignee as fully and entirely as the same could have been held and enjoyed by us, our heirs, legal representatives, and assigns if this assignment had not been made; and particularly to execute and deliver to Assignee all lawful application documents

including petitions, specifications, and oaths, and all assignments, disclaimers, and lawful affidavits in form and substance as may be requested by Assignee; to communicate to Assignee all facts known to us relating to said inventions and discoveries or the history thereof; and to furnish Assignee with any and all documents, photographs, models, samples, and other physical exhibits in our control or in the control of our heirs, legal representatives or assigns which may be useful for establishing the facts of our conceptions, disclosures, and reduction to practice of said inventions and discoveries.

In testimony of which we have executed this Assignment as an instrument under seal on the dates indicated next to our names.

10/21/04  
Date

David L. Detlefs  
David L. Detlefs, Inventor

10/21/04  
Date

Steven K. Heller  
Steven K. Heller, Inventor

10/21/04  
Date

Alexander T. Garthwaite  
Alexander T. Garthwaite, Inventor