

DEPARTMENT OF COMMERCE

1-31-92

11-26-2004

Patent and Trademark Office

Docket No.: 15437-0686



To the Honorable Commissioner of Pa

ched original documents or copy thereto:

1. Name of Conveying Party(ies):

Jean-Christophe Martin

102889786

Address of receiving party(ies):

Name: Sun Microsystems, Inc.

Internal Address:

Additional name(s) of conveying party(ies) attached? ☐ Yes

3. Nature of Conveyance:

☒ Assignment☐ Merger☐ Security Agreement☐ Change of Name☐ Other

Street Address: 4150 Network Circle

City: Santa Clara State/Country CA ZIP: 95054

Execution Date: November 15, 2004

Additional name(s) & address(es) attached? ☐ Yes

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

If the document is being filed together with a new application, the execution date of the application is: November 15, 2004

A. Patent Application No(s).

B. Patent No(s).

Additional numbers attached? ☐ Yes

5. Name and address of party to whom correspondence concerning

Document should be mailed:

Name: HICKMAN PALERMO TRUONG &amp; BECKER, LLP

Internal Address:

Street Address: 1600 Willow Street

City: San Jose State: CA Zip: 95125-5106

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:

50-1302

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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.

Christian A. Nicholes, Registration No. 50,266

Signature

November 16, 2004

Total number of pages comprising cover sheet:

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PATENT  
REEL: 016006 FRAME: 0548

**ASSIGNMENT**

**KNOW ALL MEN BY THESE PRESENTS**, That Whereas I, **JEAN-CHRISTOPHE MARTIN** have invented certain new and useful improvements in **RESOURCE ALLOCATION BROKERING IN NESTED CONTAINERS**, for which an application for Letters Patent of the United States of America has been executed; and

**WHEREAS SUN MICROSYSTEMS, INC.**, a corporation duly organized and existing under the laws of Delaware, and having an address at 4150 Network Circle, Santa Clara, California 95054, is desirous of acquiring an interest therein and in the Letters Patent to be obtained therefor from the United States;

**NOW THEREFORE**, in consideration of the sum of one dollar (\$1.00) and other good and valuable considerations to me by **SUN MICROSYSTEMS, INC.**, the receipt whereof is hereby acknowledged, I do hereby sell, assign, transfer and set over unto **SUN MICROSYSTEMS, INC.**, its successors and assigns, the entire right, title and interest in, to and under the said application for United States Letters Patent, including all priority rights arising therefrom, all inventions therein disclosed, and any and all Letters Patent of the United States and of all other countries which may be granted for the said inventions, or any of them.

**TO HAVE, HOLD and ENJOY** the said inventions, the said Application, and the said Letters Patent to said **SUN MICROSYSTEMS, INC.**, its successors and assigns, to its and their own use and behoof to the full end of the term or terms for which the said Letters Patent may be granted as fully and entirely as the same would have been held and enjoyed by me had this assignment and sale not been made.

And I do hereby authorize and request the Commissioner of Patents of the United States to issue any United States Letters Patent which may be granted on the said application, or any divisional, reissue or continuation applications, or for the said inventions, or any of them, to said **SUN MICROSYSTEMS, INC.**, its successors and assigns, as assignees of the entire right, title and interest therein and thereto.

And I do hereby, for myself and for my legal representatives, covenant and agree with **SUN MICROSYSTEMS, INC.**, its successors and assigns, that I have granted to others no license to make, use or sell any of the said inventions, that my right, title and interest in the said inventions has not been encumbered, that I have good right and title to sell and assign the same, and that I will not execute any instrument in conflict herewith.

And I do hereby, for myself and for my legal representatives, further covenant and agree with **SUN MICROSYSTEMS, INC.**, its successors and assigns, that upon request I will, and they shall, execute divisional, reissue or continuation applications, amended specifications, or rightful oaths; communicate to **SUN MICROSYSTEMS, INC.**, its successors and assigns, any facts known to me relating to the said inventions or the history thereof; execute preliminary statements and testify in any interference proceedings; execute and deliver any application papers, assignments, or other instruments, and do all other acts which, in the opinion of counsel for **SUN MICROSYSTEMS, INC.**, may be necessary or convenient to secure the grant of Letters Patent to **SUN MICROSYSTEMS, INC.**, its successors and assigns, or its nominees, in the United States and in all other countries where **SUN MICROSYSTEMS, INC.**, may desire to have the said inventions, or any of them, patented, with specifications and claims in such form as shall be approved by counsel for **SUN MICROSYSTEMS, INC.**, and to vest and confirm in **SUN MICROSYSTEMS, INC.**, its successors and assigns, or its nominees, the full and complete legal and equitable title to all such Letters Patent, without further consideration than now paid but at the expense of **SUN MICROSYSTEMS, INC.**, its successors or assigns.

The undersigned hereby grants the firm of Hickman Palermo Truong & Becker, LLP, 1600 Willow Street, San Jose, California 95125-5106 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.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the date indicated  
below:

Date: 11/15/2004

  
\_\_\_\_\_  
JEAN-CHRISTOPHE MARTIN

**HICKMAN PALERMO TRUONG & BECKER, LLP**  
1600 Willow Street  
San Jose, California 95125-5106