

4/26/05

ASSIGNMENT

05-09-2005



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To: Honorable Commissioner of Patents and Trademarks:

Please record the attached original document or copy thereof.

1. Names of conveying parties:
a) Peter Smeys
2. Name and address of receiving party:
a) Name: Sun Microsystems, Inc.
b) Address: 4150 Network Circle Santa Clara, CA 95054

3. Nature of conveyance
☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other _____ ☐ License Agreement

Execution Dates: a) 4/18/05

4. Application Number: Not yet assigned

The title of the new application is: **SYSTEM AND METHOD FOR DETECTING AND PREVENTING RACE CONDITION IN CIRCUITS**

5. Please send all correspondence concerning this document to:

Jaya Nair, Esq.
MARTINE PENILLA & GENCARELLA, LLP
710 Lakeway Drive, Suite 200
Sunnyvale, CA 94085
Customer No. 32291
Tel. No. (408) 774-6926
Fax No.: (408) 749-6901

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41): \$40.00

- ☒ Enclosed
☒ Any deficiency is authorized to be charged to Deposit Account No. 50-0805
(Order No. SUNMP528)

8. 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.

Date: April 26, 2005

Jaya Nair
Jaya Nair, Esq.
Registration No. 46,454

ASSIGNMENT OF PATENT APPLICATION

(Accompanying Application)

Whereas we the undersigned inventors have invented certain new and useful improvements as set forth in the patent application entitled:


SYSTEM AND METHOD FOR DETECTING AND PREVENTING RACE CONDITION IN CIRCUITS

(Atty. Docket No. SUNMP528 / SUN040942) for which we have executed an application for a United States Letters Patent.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, we the undersigned inventors hereby:

- 1) Sell, assign and transfer to Sun Microsystems, Inc., a Delaware corporation having a place of business at 4150 Network Circle, Santa Clara, CA 95054, U.S. (hereinafter referred to as "ASSIGNEE"), the entire right title and interest in any and all improvements and inventions disclosed in, application(s) based upon, and Patent(s) (including foreign patents) granted upon the information which is disclosed in the above referenced application.
- 2) Authorize and request the Commissioner of Patents to issue any and all Letters Patents resulting from said application or any division(s), continuation(s), substitutes(s) or reissue(s) thereof to the ASSIGNEE.
- 3) Agree to execute all papers and documents and, entirely at the ASSIGNEE's expense, perform any acts which are reasonably necessary in connection with the prosecution of said application, as well as any derivative and applications thereof, foreign applications based thereon, and/or the enforcement of patents resulting from such applications.
- 4) Agree that the terms, covenants and conditions of this assignment shall inure to the benefit of the Assignee, its successors, assigns and other legal representative, and shall be binding upon the inventor(s), as well as the inventor's heirs, legal representatives and assigns.
- 5) Warrant and represent that we have not entered, and will not enter into any assignment, contract, or understanding that conflicts with this assignment.

Signed on the dates indicated beside our signatures.

1)	Signature: _____	Date: _____
	Typed Name: Edgardo P. Klass	
2)	Signature:  _____	Date: 4/18/05
	Typed Name: Peter Smeys	

Attorney Docket No. SUNMP528 / SUN040942