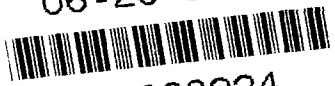


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U.S. Department of Commerce
U.S. Patent and Trademark Office

OMB No. 0651-0027 (exp. 6/30/2005)

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

113262 U.S. PTO
11/151078

061305

1. Name of conveying party(ies)/Execution Date(s):

John A. Lindberg

Execution Date(s) June 7, 2005
Additional name(s) of conveying party(ies) attached? Yes No

Name and address of receiving party(ies)

Name: Sun Microsystems, Inc., a Delaware corporation,
Street address: 4150 Network Circle
Santa Clara, CA 95054

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Government Interest Assignment
 Executive Order 9424, Confirmatory License
 Other _____

4. Application or patent number(s):
A. Patent Application No.(s)
Attorney Docket No.: SUN050574

This document is being filed together with a new application.
B. Patent No.(s)

Additional numbers attached? Yes No

5. Name and Address to whom correspondence concerning document should be mailed:

Name: Kent A. Lembke
Internal Address: Hogan & Hartson LLP
One Tabor Center
1200 17th Street, Suite 1500
Street Address: same as above
City: Denver State: CO Zip: 80202

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 1.21(h) & 3.41).....\$ 40.00
 Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed
 None required (government interest not affecting title)

8. Payment Information
a. Credit Card Last 4 Numbers _____
Expiration Date _____
b. Deposit account number 50-1123
Authorized User Name Hogan & Hartson L.L.P.

9. Signature :
Signature

Kent A. Lembke
Name of Person signing

6/13/05
Date

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

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PATENT
REEL: 016709 FRAME: 0476

ASSIGNMENT

WHEREAS, I, **John A. Lindberg**, have made a certain new and useful invention relating to a **STATE MACHINE SIMULATOR FOR TESTING COMPUTER SYSTEMS**, for which I am making or I have made application for Letters Patent of the United States, said application being identified by Docket No. **SUN050574** and Client/Matter No. **80168.0407** in the law firm of **Hogan & Hartson, L.L.P.** One Tabor Center, 1200 Seventeenth Street, Suite 1500, Denver, Colorado, 80202, and which is executed concurrently herewith, and

WHEREAS, I now own the entire right, title and interest therein; and

WHEREAS, **Sun Microsystems, Inc.**, hereinafter **ASSIGNEE**, a Delaware corporation, whose post office address is **4150 Network Circle, Santa Clara, California 95054**, is desirous of acquiring the entire interest in and to said invention, said application, and the Letters Patent to be obtained therefor;

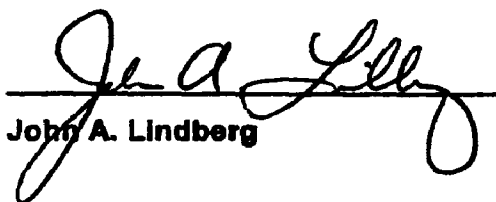
NOW THEREFORE, upon consideration of my employment and other good and valuable consideration, the adequacy of which is hereby acknowledged, I do hereby sell and assign unto **ASSIGNEE** and **ASSIGNEE's** legal representatives, successors, and assigns, the entire right, title, and interest in and to said invention, said application, and the Letters Patent, both of the United States and of other countries, and inventor's certificates, that may or shall issue thereon; and I do hereby authorize and request the Commissioner of Patents and Trademarks to issue said Letters Patent to **ASSIGNEE**, consistent with the terms of this Assignment.

UPON SAID CONSIDERATION, I do hereby covenant with **ASSIGNEE** that I will not execute any writing or do any act whatsoever conflicting with this assignment, and that I will, at any time upon request, without further or additional consideration, but at the expense of **ASSIGNEE**, execute such additional assignments and other writings and do such additional acts as **ASSIGNEE** may deem necessary or desirable to perfect **ASSIGNEE's** enjoyment of this grant, and render all necessary assistance in applying for and obtaining original, continuation, continuation-in-part, divisional, reexamined, renewal, reissued or extended Letters Patent of the United States, or of other countries, or inventor's certificates, on said invention, and in enforcing

any rights or causes in action accruing as a result of such applications, certificates, or patents, by giving testimony in any proceedings or transactions involving such applications, certificates, or patents, and by executing preliminary statements and other affidavits, it being understood that the foregoing covenant and agreement shall bind, and inure to the benefit of, the assigns and legal representatives of both parties.

IN WITNESS WHEREOF, I have hereunto set my hand on the date hereinafter set forth.

Date: 6/7/05


John A. Lindberg