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| FORM PTO-1595 U.S. DEPARTMENT OF COMMERCE 1-31-92 RECORDATION FO PATENT | rademark Offices |
| To the Honorable Commissioner of Patents and Trademarks. Please recor | d the attached original documents or copy thereof. |
| Name of conveying parties: | 2. Name and address of receiving party(ies): |
| Andrew John Patterson | Name: Sun Microsystems, Inc. |
| Hilton John Day Nicola Jane Cameron | Street Address: 4150 Network Circle |
| Sun Microsystems Limited | City Santa Clara State CA ZIP 95054 |
| Additional name(s) of conveying party(ies) attached? Yes No | Additional name(s) & address(es) attached? Yes No |
| 3. Nature of Conveyance: | |
| Assignment Merger Security Agreement Change of Name Other Execution Date: August 16, 2000 | 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1 |
| 4. Application number or patent number: If this document is being filed together with a new application, the eA. Patent Application No.: | execution date of this application is: N/A B. Patent No.(s) |
| 09/796,940 | Additional numbers attached? Yes No |
| 5. Name and address of party to whom correspondence concerning document should be mailed: | 6. Total number of applications & patents involved: 1 |
| Name: B. Noël Kivlin | |
| Internal Address: <u>Meyertons, Hood, Kivlin, Kowert & Goetzel, P.C.</u> | |
| Street Address: P.O. Box 398 | |
| City Austin State TX ZIP 78767-0398 | 7. Total fee (37 CFR 3.41): |
| | Deposit account number: 501505/9900-00520/BNK (Attach a duplicate copy of this page if paying by deposit account) |
| | |

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

08/10/2005 GTDN11 00000012 501505 09796940 01 FC:8021 40.00 BA

OMB No. 0651-011 (exp.4/94)

B. Noël Kivlin Name of Person Signing Reg. No. 33,929

document.

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Total number of pages: 4

ACKNOWLEDGEMENT by an Employee of the Right to apply for a Patent and AN ASSIGNMENT to have effect on the SIXTEENTH DAY OF AUGUST 2000 BETWEEN

ANDREW JOHN PATTERSON, of UNITED KINGDOM nationality, of 28 WOODLARK ROAD, ST. MARY'S ISLAND, CHATHAM, KENT ME4 3NU, UNITED KINGDOM (hereinafter referred to as "Inventor") of the first part;

HILTON JOHN DAY, of UNITED KINGDOM nationality, of FLAT 3, 11 GLOUCESTER AVENUE, REGENTS PARK, LONDON NW1 7AU, UNITED KINGDOM (hereinafter referred to as "Inventor") of the second part;

NICOLA JANE CAMERON, of UNITED KINGDOM nationality, of FLAT 6, 53 EATON RISE, LONDON W5 2HE, UNITED KINGDOM (hereinafter referred to as "Inventor") of the third part;

SUN MICROSYSTEMS LIMITED, a UNITED KINGDOM company, having a place of business at BAGSHOT MANOR, GREEN LANE, BAGSHOT, SURREY, GU19 5NL, UNITED KINGDOM (hereinafter referred to as "Employer Company") of the fourth part; AND

SUN MICROSYSTEMS, INC., a corporation of Delaware, United States of America, having a place of business at M/S PAL1-521, 2550 GARCIA AVENUE, MOUNTAIN VIEW, CALIFORNIA 94043-1100, UNITED STATES OF AMERICA (hereinafter referred to as "Parent Company") of the fifth part.

WHEREAS:-

- (A) Each Inventor claims to have made with his/her co-inventor(s) the Invention described in the Schedule (hereinafter referred to as "the Invention");
- (B) The Invention has been made by each Inventor during the period of his/her employment with the Employer Company and in the course of his/her normal duties with the Employer Company and by virtue of the terms of his/her employment with the Employer Company, the Invention is to be taken as between the Employer Company and the Inventor to belong to the Employer Company;
- (C) The Employer Company agrees to assign the Invention and the right to apply for a patent or patents relating to the said Invention to the Parent Company together with all rights title and beneficial interest in and arising therefrom.

NOW THIS AGREEMENT WITNESSES as follows:-

- 1. Each Inventor HEREBY ACKNOWLEDGES that the Invention and all rights therein including the right to apply for a patent or patents relating to the Invention belongs to the Employer Company, and in consideration thereof and pursuant thereto HEREBY ASSIGNS TO AND CONFIRMS the vesting in the Employer Company of:
- (a) the whole of the property in the Invention throughout the world and any protection obtained at any time therefor and all rights title and interest which the Inventor may have or have been entitled to therein including all rights to bring proceedings for infringement thereof together with the full and exclusive benefit thereof; and (b) the right to apply for and obtain or to enable others to apply for and obtain a patent or patents or any other form of protection in respect of the Invention both in the United States of America and throughout the world.
- 2. In pursuance of the agreement referred to in Recital (C) and IN CONSIDERATION of the sum of FIVE US DOLLARS, receipt of which is hereby confirmed, the Employer Company hereby assigns to the Parent Company all its rights in the Invention including the right to apply for a patent or patents and to exploit the Invention or any patent or other protection obtained in respect thereof TO HOLD the same unto the Parent Company absolutely.
- 3. Each Inventor hereby undertakes to the Parent Company that he/she will at the expense of the Parent Company execute all documents and do all such acts and things as the Parent Company may in its absolute

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discretion consider necessary or desirable to enable Letters Patent or any form of protection to be issued in respect of the Invention in any part or parts of the world and to vest the same in the name of the Parent Company or its nominee free from all encumbrances and to enable or to assist the Parent Company or its nominee to defend oppositions to grant thereof, to maintain the same when granted and to present and prosecute for the infringement thereof.

- 4. Each Inventor hereby warrants to the Employer Company and to the Parent Company:
- (a) that he/she has not assigned or agreed to assign to any person firm or company or otherwise encumbered the Invention or any other part of the rights therein and thereto;
- (b) that he/she has not disclosed and will not disclose the Invention to any person firm or company other than the Employer Company or the Parent Company except as directed by the Employer Company or the Parent Company:
- (c) that he/she will give to the Employer Company or the Parent Company all information in his/her possession or in his/her power relating to the Invention and the method of employing or using the same as the Employer Company or the Parent Company shall require;
- (d) that he/she knows of no reason why a valid patent or valid patents relating to the Invention should not be granted either to himself/herself or to his/her successors in title.

IN WITNESS thereof the parties have duly executed this document to have effect the day and year first above written

SCHEDULE

The invention is as described in the draft specification entitled:- "CERTIFICATE VALIDATION MECHANISM" (SUN REF: P5331).

SIGNED by the Inventor:

ANDREW JOHN PATTERSON

SIGNED by the Inventor:

SIGNED by the Inventor:

HILTON JOHN DAY

NIĆOLA JĀNE CAMERON

SIGNED for and on behalf of

SUN MICROSYSTEMS LIMITED:

SUSAN FERGUSON MICK CURTIS SOLICITOR AND COMPANY SECRETARY

SUN MICROSYSTEMS LIMITED

Witness

Witness

JERGAY NEW

SIGNED for and on behalf of SUN MICROSYSTEMS, INC:

Witness

KENNETH OLSEN

VICE PRESIDENT INTELLECTUAL PROPERTY

RECORDED: 08/08/2005

SUN MICROSYSTEMS, INC

Stace M. Shotwell

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