11-18-05

<u> </u>	11-22-2000
FORM PTO-1595 1-31-92	U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office
To the Honorable Commissioner of Patents and Trademark	
Name of conveying party(ies) and Execution date(s):	2. Name and address of receiving party(ies):
Jiri Kantor August 15, 2001 Andrew Patterson August 15, 2001 Paul Bevis August 15, 2001 David Turvey August 15, 2001 Craig McMillan August 15, 2001 Andrew Sadler August 15, 2001 Sun Microsystems Limited August 15, 2001	Name: Sun Microsystems, Inc. Street Address: 4150 Network Circle City Santa Clara State CA ZIP 95054 Additional name(s) & address(es) attached? Yes No
Additional name(s) of conveying party(ies) attached? Yes	⊠No
3. Nature of Conveyance: Assignment Merger Security Agreement Change of Name Other	
4. Application number(s) or patent number(s): If this document is being filed together with a new application, the execution date of this application is: A. Patent Application No.(s) B. Patent No.(s) 10/219,461 filed August 15, 2002 Additional numbers attached? Yes No	
5. Name and address of party to whom correspondence concerning document should be mailed:	6. Total number of applications and patents involved: 1
Name: B. Noël Kivlin Internal Address: Meyertons, Hood, Kivlin, Kowert & Goetz Street Address: P.O. Box 398 City Austin State TX ZIP 78767-0398	
	7. Total fee (37 CFR 3.41):
	(Attach a 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. B. Noël Kivlin Name of Person Signing Reg. No. 33,929 Signature Date	
OMB No. 0651-011 (exp.4/94)	Total number of pages:5

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<u>ACKNOWLEDGEMENT</u> by an Employee of the Right to apply for a Patent and <u>AN ASSIGNMENT</u> to have effect on the 15 DAY OF AUGUST 2001 BETWEEN

JIRI KANTOR, of CZECH and UNITED KINGDOM nationality, of 122 CLEVELAND GARDENS, LONDON NW2 1DU, UNITED KINGDOM (hereinafter referred to as "Inventor") of the first part;

ANDREW 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 second part;

PAUL BEVIS, of UNITED KINGDOM nationality, of 55 ROSSLYN CRESCENT, HARROW, MIDDLESEX HA1 2SA, UNITED KINGDOM (hereinafter referred to as "Inventor") of the third part;

DAVID TURVEY, of UNITED KINGDOM nationality, of 60 HENLEY WAY, ELY, CAMBRIDGESHIRE CB7 4YJ, UNITED KINGDOM (hereinafter referred to as "Inventor") of the fourth part;

CRAIG McMILLAN, of UNITED KINGDOM nationality, c/o Roar Ektvedt, Post Boks 6, Frekhaug 5906, NORWAY (hereinafter referred to as "Inventor") of the fifth part;

ANDREW SADLER, of UNITED KINGDOM nationality, of "THE LILACS", WEST WOOD HILL, BRAISWICK, COLCHESTER, ESSEX CO4 5BN, UNITED KINGDOM (hereinafter referred to as "Inventor") of the sixth part;

SUN MICROSYSTEMS LIMITED, a UNITED KINGDOM company, having a place of business at JAVA HOUSE, GUILLEMONT PARK, MINLEY ROAD, BLACKWATER, CAMBERLEY, SURREY, GU17 9QG, UNITED KINGDOM (hereinafter referred to as "Employer Company") of the seventh part; AND

SUN MICROSYSTEMS, INC., a corporation of Delaware, United States of America, having a place of business 4150 NETWORK CIRCLE, SANTA CLARA CALIFORNIA 95054, UNITED STATES OF AMERICA (hereinafter referred to as "Parent Company") of the eighth part.

WHEREAS:-

- (A) The Inventor claims to have made the Invention described in the Schedule (hereinafter referred to as "the Invention");
- (B) The Invention has been made by the 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. The 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. The 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 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. The 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.

<u>IN WITNESS</u> 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 "MESSAGE BROKERING" (SUN REF: P6531).

SIGNED by the Inventor:

IIRI KANTOR

SIGNED by the Inventor:

ANDREW PATTERSON

SIGNED by the Inventor:

PAUL BEVIS

SIGNED by the Inventor:

Witness

Witness

(2000)

Witness

DAMISN GOLDING.

Witness

DAVID TURVEY

SIGNED by the Inventor:

CRAIG McMILLAN

SIGNED by the Inventor:

ANDREW SADLER

SIGNED for and on behalf of SUN MICROSYSTEMS LIMITED:

SOLICITOR AND COMPANY SECRETARY SUN MICROSYSTEMS LIMITED

SIGNED for and on behalf of SUN MICROSYSTEMS, INC:

DIRECTOR AND CHIEF PATENT COUNSEL

ALEXANDER. E. SILVERMAN ASSISTANT GENERAL COUNSEL

SUN MICROSYSTEMS, INC

G Minnal

Witness

Witness

Witness

JECOC

Witness

Victoria & Chardler VICTORIA. F. CHANDLER

RECORDED: 11/18/2005