

01-26-2006

U.S. DEPARTMENT OF COMMERCE

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To the Director of the U.S. Patent and Tr



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113243 U.S. PTO
11/334526

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1. Name of conveying party(ies):
Patrick John Donlin, Samuel Edward Watters

2. Name and Address of receiving party(ies):

SILICON GRAPHICS, INC.
1500 Crittenden Lane
M/S 710
Mountain View CA 94043

3. Nature of conveyance:

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

Execution Date(s): January 19, 2006

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

☒ This document is being filed together with a new application.

OR

☐ This document is being filed after filing of the application:

(a) Patent Application No(s). , filed ; or
(b) Patent No(s). , issued .

5. Name and address of party to whom correspondence concerning document should be mailed:

STAAS & HALSEY LLP

Our Docket: 1252.1094

Attention: J. Randall Beckers

1201 New York Ave., N.W., Suite 700
Washington, D.C. 20005

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41)..... (\$ 40.00 per Patent or Application in Assignment)

☒ Enclosed
☐ Authorized to be charged to deposit account.

8. Deposit Account No.: 19-3935 (Any underpayment is authorized to be charged to this Deposit Account)

(Attach duplicate copy of this page if paying by deposit account)

J. Randall Beckers , Reg. No. 30,358
Name of Person Signing

Signature

January 19, 2006
Date

Total number of pages including cover sheet: 3

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(40.00 OP)

ASSIGNMENT

SAJ10201

WHEREAS:

(FULL NAME(S) AND
POST OFFICE ADDRESS(ES)
(including country)
OF INVENTOR(S))

Patrick John Donlin
19350 Azure Road
Deephaven, Minnesota 55391
USA

Samuel Edward Watters
500 Mission Road West
Bloomington, Minnesota 55420
USA

(hereinafter, referred to as ASSIGNOR), has/have invented certain new and useful improvements
in an invention entitled

(TITLE OF INVENTION)

FAILSOFT SYSTEM FOR MULTIPLE CPU SYSTEM

(COMPLETE EITHER
(a), (b), (c) or (d))

- ☒ (a) for which an application for United States Letters Patent is being executed and filed concurrently herewith;
- ☐ (b) for which an application for United States Letters Patent was executed on _____;
- ☐ (c) for which an application for United States Letters Patent was filed on _____, Serial No. _____;
- ☐ (d) for which United States Letters Patent No. _____ has issued on _____.

WHEREAS:

Any registered attorney of STAAS & HALSEY LLP, 1201 New York
Avenues, N.W., Suite 700, Washington, D.C. 20005 (202/434-1500) is
hereby authorized to insert in (b)-(d) the specified data, when known.

(FULL NAME AND
ADDRESS (including country)
OF ASSIGNEE (if a corporation,
so state and identify state/country
of corporation))

SILICON GRAPHICS, INC.
1500 Crittenden Lane
M/S 710
Mountain View, CA 94043
USA

(hereinafter referred to as ASSIGNEE), is desirous of acquiring the entire interest in, to and under said invention and in, to and under Letters Patent or similar legal protection to be obtained therefor in the United States and in any and all foreign countries.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN: Be it known that, for valuable consideration furnished by ASSIGNEE to ASSIGNOR, sufficiency and receipt of which are hereby acknowledged, ASSIGNOR hereby sells, assigns and transfers to ASSIGNEE, its lawful successors and assigns, the full and exclusive right, title and interest to said invention in the United States and its territorial possessions and in all foreign countries and to all Letters Patent or similar legal protection in the United States and its territorial possessions and in any and all foreign countries to be obtained for said invention by said application or any continuation, division, continuation-in-part, reexamination, renewal, substitute, extension or reissue thereof or any legal equivalent thereof in a foreign country for the full term or terms for which the same may be granted; and authorize and request the Commissioner of Patents and Trademark of the United States and any official of any foreign country whose duty it is to issue patents or legal equivalents thereto, to issue same for this invention to ASSIGNEE, its lawful successors and assigns.

ASSIGNOR hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment and sale;

ASSIGNOR further covenants that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said application, said invention and said Letters Patent and legal equivalents in foreign countries as may be known and accessible to ASSIGNOR and will testify as to the same in any interference or litigation related thereto and will promptly execute and deliver to ASSIGNEE or its legal representative any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said application, said invention and said Letters Patent and said equivalents thereof in any foreign country which may be necessary or desirable to carry out the purposes thereof.

IN WITNESS THEREOF, I/We have hereunto set hand and signed on the date indicated below;

SIGNATURE(S)

The signature(s) must correspond with the name(s) of the inventor(s) above.

INVENTOR(S)

1) 
Patrick John Donlin

2) 
Samuel Edward Watters

3) _____

4) _____

DATE SIGNED

1-19-2006

1-19-2006

WITNESS(ES)




