

04-03-2006

Attorney Docket No. SUN06-0120

FORM PTO-1595

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PATENTS ONLY

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U.S. DEPARTMENT OF COMMERCE

1-31-92

Patent and Trademark Office

To the Assistant Commissioner for Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Kenny C. Gross, Keith A. Whisnant, Gregory A. Cumberford

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

Name: Sun Microsystems, Inc.

Street Address: 4150 Network Circle

City: State: Zip: Santa Clara, CA 95054

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

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

Additional name(s) & address(es) attached?

☐ Yes ☒ No

Execution Date: 07 March 2006, 07 March 2006, 01 March 2006

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

If this document is being filed together with a new application, the execution date of the application is: 07 March 2006, 07 March 2006, 01 March 2006

A. Patent Application No.(s):

B. Patent No.(s):

Additional numbers attached? ☐ Yes ☐ No

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

Name: A. Richard Park
Park, Vaughan & Fleming LLP
2820 Fifth Street
Davis, CA 95616

Attorney Docket No.: SUN06-0120

6. Total number of applications and patents involved: [1]

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

☒ Enclosed☐ Authorized to be charged to deposit account

8. Deposit account number:

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.

A. Richard Park

Name of Person Signing

Signature

23 March 2006

Date

Total number of pages including cover sheet, attachments and document: [5]

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PATENT
REEL: 017689 FRAME: 0863113014 U.S. PTO
11/389578

032306

Attorney Docket No. SUN06-0120

CORPORATE ASSIGNMENT

WHEREAS, the undersigned,

Kenny C. Gross
Keith A. Whisnant
Gregory A. Cumberlandford

10228 Jeraback Drive, San Diego, CA 92131
9237 Regents Road, Apt. K217, La Jolla, CA 92037
123 Baker Cres. N.W. Calgary, Alberta, Canada T2L 1R3

hereinafter termed "Inventor(s)", have invented certain new and useful improvements in

METHOD AND APPARATUS FOR QUANTITATIVELY DETERMINING SEVERITY OF DEGRADATION IN A SIGNAL

and have executed a declaration or oath for an application for a United States patent disclosing and identifying the invention:

X On the 7 day of March, 2006;

Or

_____ Said application having Application Number _____ and filed on _____; and

WHEREAS, Sun Microsystems, Inc., a corporation of the State of Delaware, having a place of business at 4150 Network Circle, Santa Clara, CA 95054, (hereinafter termed "Assignee"), is desirous of acquiring the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered jointly or severally by said Inventor(s) (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventor(s) to have been received in full from said Assignee:

1. Said Inventor(s) do hereby sell, assign, transfer and convey unto said Assignee the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply for foreign patents on said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a divisional, substitution, continuation, or continuation-in-part of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.

2. Said Inventor(s) hereby covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Inventor(s) shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use

Attorney Docket No. SUN06-0120

proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventor(s) in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventor(s), their respective heirs, legal representatives and assigns.

4. Said Inventor(s) hereby warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, said Inventor(s) have executed and delivered this instrument to said Assignee as of the dates written below.

Kenny C. Gross3/7/06

Kenny C. Gross

Date

3/7/06.

Keith A. Whisnant

Date

Gregory A. Cumberland

Date

Date

Date

CORPORATE ASSIGNMENT

WHEREAS, the undersigned,

Kenny C. Gross
 Keith A. Whisnant
 Gregory A. Cumberland

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 9237 Regents Road, Apt. K217, La Jolla, CA 92037
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and have executed a declaration or oath for an application for a United States patent disclosing and identifying the invention:

 X On the 1st day of March , 20 06 ;

Or

 Said application having Application Number and filed on 23 March 2006 ; and

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Kenny C. Gross

Date

Keith A. Whisnant

Date

G. Cumberland

03/01/2006

Gregory A. Cumberland

Date

Date

Date