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

**1. Name of conveying party(ies)**Bjorn Dag Johnsen, Hans Ludvig Opheim, Lars Paul Huse, and  
Predrag HodobaAdditional name(s) of conveying party(ies) attached? ☐ Yes ☒ No**3. Nature of conveyance/Execution Date(s):**Execution Date(s) April 26, 2006

- ☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Joint Research Agreement  
☐ Government Interest Assignment  
☐ Executive Order 9424, Confirmatory License  
☐ Other \_\_\_\_\_

**2. Name and address of receiving party(ies)**Name: Sun Microsystems, Inc.Internal Address: MS SCA12-203Street Address: 4150 Network CircleCity: Santa ClaraState: CACountry: USA Zip: 95054Additional name(s) & address(es) attached? ☐ Yes ☒ No**4. Application or patent number(s):**☒ This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

05/09/006 STEUMEL1 00000047 11418796

05 FC: 021

( 40.00 OP )

Additional numbers attached? ☐ Yes ☐ No**5. Name and address to whom correspondence concerning document should be mailed:**Name: Daniel Vaughan

Internal Address: \_\_\_\_\_

Street Address: 39180 Liberty Street, Suite 103City: FremontState: CA Zip: 94538Phone Number: 510-790-9960Fax Number: 510-790-9964Email Address: dan@parklegal.com**6. Total number of applications and patents involved: 1****7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40**

- ☒ 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 6514  
Expiration Date 05/07b. Deposit Account Number 50-1801Authorized User Name Daniel Vaughan**9. Signature:**Daniel Vaughan  
Signature

May 5, 2006

Date

Daniel Vaughan  
Name of Person SigningTotal number of pages including cover  
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Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

SUN05-1116

PATENT  
REEL: 017871 FRAME: 0851

## JOINT ASSIGNMENT

WHEREAS, we the undersigned,

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1389 Heggedal  
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hereinafter termed "Inventors", have invented certain new and useful improvements described in

### **Method and Apparatus for Determining a Predicted Failure Rate**

an application for a United States patent disclosing and identifying the invention (Sun reference SUN051116)

and WHEREAS, Sun Microsystems, Inc., a corporation of the State of Delaware having a place of business at 4150 Network Circle, Santa Clara, California 95054, United States of America, (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 by said Inventor (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 other countries.

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

1. Said Inventors 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 other country, including each and every application filed and each and every patent granted on any application which is a provisional-conversion, 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 Inventors 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 Inventors 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

Attorney Docket No. DYC-P24248US

Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting provisional conversion, 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 proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventors 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 Inventors, their respective heirs, legal representatives and assigns.

4. Said Inventors 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 Inventors have executed and delivered this instrument to said Assignee as of the dates written below.

Bjorn Dag Johnsen  
BJORN DAG JOHNSEN

April 26th 2006  
Date

Hans N. Opheim  
HANS LUDVIG OPHEIM

6/26/2006  
Date

Lars Paul Huse  
LARS PAUL HUSE

April 26<sup>th</sup> 2006  
Date

Predrag HODOBA  
PREDRAG HODOBA

April 26<sup>th</sup> 2006  
Date