

08-08-2006

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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)

1) Bjorn Dag Johnsen, 2) Daniel Delfati & 3) Hans Ludvig Opheim

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

3. Nature of conveyance/Execution Date(s):

Execution Date(s) 1) 6/20/06, 2) 7/14/06 & 3) 6/20/06

- ☒ 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 SCA12-203

Street Address: 4150 Network Circle

City: Santa Clara

State: CA

Country: USA Zip: 95054

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application or patent number(s):

A. Patent Application No.(s)

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

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☐ No

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

Name: Daniel Vaughan

Internal Address:

Street Address: P.O. Box 7865

City: Fremont

State: CA Zip: 94537

Phone Number: 510-790-9960

Fax Number: 510-790-9964

Email 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 05/07

b. Deposit Account Number 50-1801

Authorized User Name Daniel Vaughan

9. Signature:

Daniel Vaughan
Signature

July 31, 2006

Date

Daniel Vaughan
Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

5

SUN05-1123

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

PATENT
REEL: 018150 FRAME: 0155

JOINT ASSIGNMENT

WHEREAS, we the undersigned,

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HANS LUDVIG OPHEIM
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1480 Slatum
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DANIEL DELFATTI
1608 Manzanita Avenue
Belmont
California 94002
United States of America

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

"A Method and Apparatus for Managing Workload Across Multiple Resources"

an application for a United States patent disclosing and identifying the invention (Sun reference SUN051123)

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 Inventors (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

Attorney Docket No. DYC-P24333US

JOINT ASSIGNMENT

WHEREAS, we the undersigned,

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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 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.

BJØRN DAG JOHNSEN

Date



DANIEL DELFATTI

July 14, 2006

Date

HANS LUDVIG OPHEIM

Date

Attorney Docket No. DYC-P24333US