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Attorney Docket No. SUN06-0380

FORM PTO-1595

1-31-92

## RECORDATION FORM COVER SHEET PATENTS ONLY

U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

1	Name of conveying party(ice).	2 Name and address of maximize matrices
l. Antoi	Name of conveying party(ies): nios Printezis, Yin Zin Mark Lam	2. Name and address of receiving party(ies):
Addit 3.	Nature of conveying party(ies) attached? [ ] Yes [X] No  Nature of conveyance:  [X] Assignment [ ] Merger [ ] Security Agreement [ ] Change of Name [ ] Other  ution Date: 29 June 2006, 10 August 2006	Name: Sun Microsystems, Inc. Street Address: 4150 Network Circle City: State: Zip: Santa Clara, CA 95054  Additional name(s) & address(es) attached?  [] Yes [X] No  [] Yes [X] No
4. If this	Application number(s) or patent number(s): s document is being filed together with a new application, the execution	n date of the application is: 29 June 2006, 10 August 2006
	A. Patent Application No.(s):  Additional numbers attached? [] Yes [] No	B. Patent No.(s):
5.	Name and address of party to whom correspondence concerning document should be mailed:	6. Total number of applications and patents involved: [1]
	Name: A. Richard Park Park, Vaughan & Fleming LLP 2820 Fifth Street	7. Total fee (37 CFR 3.41)
	Davis, CA 95616  Attorney Docket No.: SUN06-0380	8. Deposit account number:
	DO NOT USE THIS SPACE	
9.	Statement and signature.  To the best of my knowledge and belief, the foregoing information the original document.	is true and correct and any attached copy is a true copy of
	A. Richard Park Name of Person Signing Signature	31 August 2006 Date

#corporate power of attorney

09/06/2006 HGUTEMA1 00000033 11514514

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## CORPORATE ASSIGNMENT

WHEREAS, the undersigned,

Antonios Printezis Yin Zin Mark Lam 524 Arboretum Way, Burlington, MA 01803 317 San Andreas Drive, Milpitas, CA 95035

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

USING OBSERVED OBJECT PATTERNS TO DYNAMICALLY TUNE A VIRTUAL MACHINE FOR RESPONSIVENESS

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

<u>X</u> _	On the <u>10th</u> day of <u>August</u> , 2006;
	Or
	Said application having Application Number and filed on_; and

WHEREAS, <u>Sun Microsystems</u>, <u>Inc.</u> a corporation of the State of <u>Delaware</u>, having a place of business at <u>4150 Network Circle</u>, <u>Santa Clara</u>, <u>CA 95054</u>, (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 proceedings,

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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.

AWAN	6/29/06	
Antonios Printezis	Date	
Yin Zin Mark Lam	Date	4-44-4
	Date	
	Date	

Date

## CORPORATE ASSIGNMENT

WHEREAS, the undersigned,

Antonios Printezis Yin Zin Mark Lam 524 Arboretum Way, Burlington, MA 01803 317 San Andreas Drive, Milpitas, CA 95035

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

<u>X</u>	On the <u>10th</u> day of <u>August</u> , <u>2006</u> ;
	Or
	Said application having Application Number and filed on_; and

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**RECORDED: 08/31/2006** 

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- 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.

Antonios Printezis	Date	
MMARKIN	AUZ- 10, 2006	
Yin Zin Mark Lam	Date	
	Date	
	Date	
		-
	D. 4	_
	Date	

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