

ATTORNEY DOCKET NO.: 004-40779

RECORDATION FORM COVER SHEET
PATENTS ONLYU.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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):

Quinn A. Jacobson

Additional name(s) of conveying party(ies) attached?

☐ Yes ☒ No

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

Name: Sun Microsystems, Inc.

Internal Address: _____

Street Address: 4150 Network CircleCity/State/Zip: Santa Clara, CA 95054Additional name(s) & address(es) attached? ☐ Yes ☒ No

3. Nature of Conveyance:

☐ Assignment☐ Merger☐ Security Agreement☐ Change of Name☒ Other: Sun Microsystems, Inc. Employee Proprietary AgreementExecution Date(s): August 29, 1999

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

A. Patent Application No.: 11/277,716☐ This document is being filed together with a new application.

B. Patent No.: _____

Additional numbers attached? ☐ Yes ☒ No

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

Name: David W. O'BrienInternal Address: Zagorin O'Brien Graham LLPStreet Address: 7600B N. Capital of Texas Hwy, Suite 350City/State/Zip: Austin, TX 787316. Total number of applications and patents involved: 17. Total Fee (37 CFR 3.41):\$ 40.00☐ A check is enclosed for the Total Fee shown above☒ The Total Fee shown above is being paid by credit card as directed in the attached Form PTO-2038☐ Please charge the Total Fee shown above to Deposit Account 50-0631☒ Authorized to charge additional fees to Deposit Account 50-0631

DO NOT USE THIS SPACE

8. Signature.

David W. O'Brien, Reg. No. 40,107

Name of Person Signing

Signature

Date

Total number of pages including cover sheet: 7

CERTIFICATE OF TRANSMISSION: I hereby certify that, on the date shown below, this correspondence is being facsimile transmitted to the US Patent and Trademark Office.

David W. O'Brien

Date

EXPRESS MAIL LABEL:

PATENT

REEL: 018293 FRAME: 0862

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SUN MICROSYSTEMS, INC.
EMPLOYEE PROPRIETARY INFORMATION
AGREEMENT

In consideration and as a condition of my employment, or continued employment, by Sun Microsystems, Inc. and/or by companies which it owns, controls, or with which it is affiliated, or their successors in business ("the Company"), and the compensation paid therefor:

1. Confidentiality.

Except as the Company may otherwise consent in writing, I agree to keep confidential and not to disclose or make any use of, except for the benefit of the Company, at any time either during or subsequent to my employment by the Company, any trade secrets or confidential or proprietary information of the Company, including without limitation knowledge, data, or other information relating to products, processes, know-how, techniques, designs, formulae, test data, costs, customer lists, employees, business plans, marketing plans and strategies, pricing, or other subject matter pertaining to any existing or contemplated business of the Company or any of its employees, clients, customers, consultants, agents, licensees, or affiliates, which I may produce, obtain, or otherwise acquire during the course of my employment ("Company Confidential Information"). I further agree not to deliver, reproduce, or in any way allow any Company Confidential Information or any documentation relating thereto to be delivered or used by any third parties without specific direction or consent of a duly authorized representative of the Company.

In the event of termination of my employment with the Company for any reason whatsoever, I agree to promptly surrender and deliver to the Company all copies of records, materials, equipment, drawings, documents, and data of any nature pertaining to Company Confidential Information and to sign and deliver the "Termination Certificate" attached hereto as Schedule A.

2. Conflicting Employment.

I agree that during my employment with the Company, I will not engage in any other employment, occupation, consulting or other activity relating to the business in which the Company is now or may hereafter become engaged or which would otherwise conflict with my obligations to the Company.

3. Assignment of Inventions.

As used in this Agreement, "Invention" shall include but not be limited to ideas, improvements, designs, discoveries, developments and works of authorship or artistry (including software, integrated circuit, printed circuit board or computer design, and documentation). I hereby assign and transfer to the Company my entire right, title, and interest in and to all Inventions, whether or not protectable by patent, trademark, copyright, or mask work right, and whether or not used by the Company, which are reduced to practice, made or conceived by me (solely or jointly with others) during the period of my employment with the Company, which relate in any manner to the business, products, technologies, techniques, processes, services, or research and development of the Company. I agree that all such Inventions are the sole property of the Company, provided however, that this Agreement does not require assignment of an Invention which qualifies fully under the provisions of Section 2870 of the California Labor Code (hereafter "Section 2870"). A copy of Section 2870 is attached.

4. Disclosure of Inventions, Assignment and Execution of Documents.

I agree to disclose each Invention promptly in writing to my immediate supervisor at the Company, with a copy to the Legal Department, regardless of whether I believe the Invention qualifies fully under Section 2870, in order to permit the Company to determine rights to which it may be entitled under this Agreement. This disclosure shall be received in confidence by the Company.

I hereby assign any Invention required to be assigned by Paragraph 3 ("Assignable Invention"). I agree that Assignable Inventions shall be and remain the sole and exclusive property of the Company or its nominee, whether or not used by the Company or protected by patent, trademark, copyright, mask work right or trade secrecy. I agree to preserve any Assignable Invention as Company Confidential Information.

I agree to assist the Company, upon request and at its expense, during and after my employment, in every reasonable way, to obtain for its own benefit patents, trademarks, copyrights, mask work rights or other proprietary rights for Assignable Inventions in any and all countries. I agree to execute such papers and perform such lawful acts as the Company deems to be necessary to allow it to exercise all rights, title, and interest in such patents, trademarks, copyrights, and mask work rights, including executing, acknowledging, and/or delivering to the Company upon request and at its expense, applications for and assignments of Assignable Inventions, and patents, trademarks, copyrights and mask work rights to be issued therefor, in any and all countries, and to vest title thereto in the Company or its nominee.

5. Maintenance of Records.

I agree to keep and maintain adequate and current written records of all Inventions made by me during the period of my employment with the Company (in the form of notes, sketches, drawings, and as may be specified by the Company) which records shall be available to and remain the sole property of the Company at all times.

6. Prior Inventions.

It is understood that all Inventions which I made prior to my employment by the Company are excluded from the scope of this Agreement. To eliminate any possible uncertainty, I have set forth on Schedule B attached hereto, a complete list of all my prior Inventions which are not the property of a previous employer, including an identification of all patents and patent applications, copyright, trademark and mask work right registrations, and a brief description of all unregistered Inventions. I represent and covenant that the list is complete and that, if no item is on the list, I claim no right in such prior Invention. I agree to notify the Company in writing before I make any disclosure or perform any work on behalf of the Company which uses or appears to threaten or conflict with proprietary rights I claim in any Invention. In the event of my failure to give such notice, I agree that I will make no claim against the Company with respect to any such Inventions.

7. Other Company Obligations.

I acknowledge that the Company from time to time may have agreements with other persons or with the US Government, or agencies thereof, which impose obligations or restrictions on the Company regarding Inventions made during the course of work thereunder or regarding the confidential nature of such work. I agree to be bound by all such obligations and restrictions and to take all action necessary to discharge the obligations of the Company thereunder.

8. No Conflicting Employee Obligations.

I am not a party to any employment agreement, agreement not to compete, or other contract that would prohibit my employment with the Company or that would conflict with my obligation to use my best efforts to promote the interests of the Company, or that would conflict with the business conducted and/or proposed to be conducted by the Company.

9. Trade Secrets of Others.

I will not disclose or make available to the Company or use or induce the Company to use any trade secret, confidential or proprietary information or material belonging to any previous employer or other person. I confirm that the Company has not induced or solicited my disclosure of any confidential, proprietary, or trade secret information of any previous employer or any other person. I represent that my performance of this Agreement and as an employee of the Company does not and will not breach any agreement to keep in confidence any information, knowledge or data acquired by me in confidence or in trust prior to my employment with the Company. I agree not to enter into any agreement either written or oral in conflict herewith.

10. Modification.

This Agreement may not be supplemented, modified, released, discharged, abandoned, or otherwise amended, in whole or in part, except by an instrument in writing, signed by me and an officer of the Company. I agree that any subsequent change or changes in my duties, salary, or compensation shall not affect the validity or scope of this Agreement. I further agree that neither the Company or I can terminate my employment at any time and for any reason, and nothing in this Agreement changes or restricts that right.

11. Entire Agreement.

I acknowledge receipt of this Agreement and agree that with respect to the subject matter hereof, it is my entire agreement with the Company, superseding any previous oral or written communications, representations, understandings, or agreements with the Company or any officer or representative thereof.

12. Severability.

In the event that any paragraph or provision of this Agreement shall be held to be illegal or unenforceable, such paragraph or provision shall be severed from this Agreement, and the entire Agreement shall not fail on account thereof but shall otherwise remain in full force and effect.

13. Successors and Assigns.

This Agreement shall be binding upon my heirs, executors, administrators, or other legal representatives and is for the benefit of the Company, its affiliates, successors and assigns.

SECTION 2870
CALIFORNIA LABOR CODE

(a) Any provision in an employment agreement which provides that an employee shall assign or offer to assign any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities, or trade secret information except for those inventions that either:

- (1) Relate at the time of conception or reduction to practice of the invention to the employer's business, or actual or demonstrably anticipated research or development of the employer.

-or-

- (2) Result from any work performed by the employee for the employer.

(b) To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a), the provision is against the public policy of this state and is unenforceable.

SCHEDULE B
LIST OF PRIOR INVENTIONS

Title	Date	Identifying Number or Brief Description
Destage Algorithms for Disk Arrays with Non-Volatile Caches	6/95	Organization and scheduling heuristic for RAID systems as described in proceedings of 22nd International Symposium on Computer Architecture.
Control Flow Speculation in Multiscalar Processors	2/96	Predictor for high-level sequencing in multiscalar processors as described in proceedings of 3rd International Symposium of High-Performance Computer Architecture
Trace Processors	12/97	Processor organization as described in proceedings of 30th International Symposium on Microarchitecture

PATENT

REEL: 018293 FRAME: 0866

Title	Date	Identifying Number or Brief Description
Path-Based Next Trace Prediction	12/97	Control predictor for processors with a trace cache as described in proceedings of 10th International Symposium on Microarchitecture
Instruction Pre-Processing in Trace Processors	1/99	Framework for dynamic optimization of programs as described in proceedings of 5th International Symposium on High-Performance Computer Architecture
Potential and Limits of Web Prefetching Between Low-Bandwidth Clients and Proxies	5/99	Proxy server implementation that prefetches pages for clients and pushes the pages to the client. As described in proceedings of SIGMETRICS '99
Trace Pre-construction	8/99	mechanism to sequence ahead of processor and analyze and rearrange program for more efficient instruction fetch. As described in Quinn Jacobson's PhD Thesis at University of Wisconsin-Madison.

PATENT


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14. Governing Law.

This Agreement shall be governed by the laws of the State of California.

15. Counterparts.

This Agreement may be signed in two counterparts, each shall be deemed an original and both shall together constitute one agreement.


Employee's Signature

8/29/99
Date

SCHEDULE A
SUN MICROSYSTEMS, INC.
TERMINATION CERTIFICATE

This is to certify that I do not have in my possession, nor have I failed to return to the Company any Company Confidential Information, including records, documents, data, specifications, software, drawings, blueprints, reproductions, sketches, notes, reports, proposals, or copies of them, or other documents or materials, equipment, or other property belonging to the Company or any employee, client, customer, consultant, agent, licensee or affiliate of the Company.

I further certify that I have complied with and will continue to comply with all the terms of the Employee Proprietary Information Agreement signed by me with the Company, including the reporting of any inventions (as defined therein) reduced to practice, made or conceived by me and covered by the Agreement.

I further agree that in compliance with the Employee Proprietary and Confidential Information Agreement, I will preserve as confidential all Company Confidential Information.

Employee's Signature

Date

PATENT