11-2-06	
FORM PTO-1595 , 11-07	-2006  U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office
NOV 0 2 2006	
To the Honorable Commissione Patents and Trackyar 10333	py thereof.
1. Name of conveying party	2. Name and address of receiving party(ies):
Mark S. Moir Robert E. Cypher Paul Loewenstein	Name: Sun Microsystems, Inc. Internal Address:
Additional name(s) of conveying party(ies) attached?  yes	Street Address: 4150 Network Circle
	City Santa Clara, State CA ZIP 95054  Additional name(s) & address(es) attached? Yes  No
3. Nature of Conveyance:  Assignment  Merger  Security Agreement  Change of Name  Other  Execution Date: 10/16/06, 8/16/06, 10/27/06	
4. Application number(s) or patent number(s):  If this document is being filed together with a new application.	ation, the execution date of this application is:
A. Patent Application No.(s) 11/465,376 filed 8/17/06	B. Patent No.(s)
Additional numbers attach	ned? Yes No
Name and address of party to whom correspondence concerning document should be mailed:  Name: Robert C. Kowert	6. Total number of applications and patents involved: 1
Internal Address: Meyertons, Hood, Kivlin, Kowert & Goetzel, P.C.  Street Address: P.O. Box 398  City Austin State TX ZIP 78767-0398	7. Total fee (37 CFR 3.41):\$40.00 Enclosed
DO NOT USE	THIS SPACE
9. Statement and Signature.	
To the best of my knowledge and belief, the foregoing information is true and c  Robert C. Kowert  Name of Person Signing	October 30, 2006 Signature Date
Reg. No. 39,255	Total number of pages:7
OMB No. 0651-011 (exp.4/94)	

11/06/2006 MJAMA1 00000032 501505 11463376 01 FC:8021 40.00 DA

## **ASSIGNMENT**

FOR GOOD AND VALUABLE CONSIDERATION, the receipt, sufficiency and adequacy of which are hereby acknowledged, the undersigned does hereby:

SELL, ASSIGN AND TRANSFER to <u>SUN MICROSYSTEMS</u>, <u>INC.</u> (the "Assignee"), a corporation organized and existing under and by virtue of the laws of the State of <u>Delaware</u>, and having its principal place of business at <u>4150 Network Circle</u>, <u>Santa Clara, CA 95054</u> the entire right, title and interest for the United States and all foreign countries, in and to any and all improvements which are disclosed in the application for United States Letters Patent, which was filed <u>August 17, 2006</u>, Serial No. <u>11/465,376</u>, and is entitled <u>CONDITIONAL MULTI-STORE SYNCHRONIZATION MECHANISMS</u>, such application and all divisional, continuing, substitute, renewal, reissue and all other applications for patent which have been or shall be filed in the United States and all foreign countries on any of such improvements; all original and reissued patents which have been or shall be issued in the United States and all foreign applications under the provisions of any convention or treaty and claim priority based on such application in the United States;

AUTHORIZE AND REQUEST the issuing authority to issue any and all United States and foreign patents granted on such improvements to the Assignee;

WARRANT AND COVENANT that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been or will be made to others by the undersigned, and that the full right to convey the same as herein expressed is possessed by the undersigned;

COVENANT that, when requested and at the expense of the Assignee, to carry out in good faith the intent and purpose of this assignment, the undersigned will execute all divisional, continuing, substitute, renewal, reissue, and all other patent applications on any and all such improvements; execute all rightful oaths, declarations, assignments, powers of attorney and other papers; communicate to the Assignee all facts known to the undersigned relating to such improvements and the history thereof; and generally do everything possible which the Assignee shall consider desirable for securing, maintaining and enforcing proper patent protection for such improvements and for vesting title to such improvements in the Assignee;

COVENANT AND AGREE that the above is and will be binding on the heirs, assigns, representatives and successors of the undersigned and extend to the successors, assigns and nominees of the Assigns.

Page 1 of 2

Signature) _		Date: 10/1	6000-30601 SUN050454NP1 6/06
Name:	Mark S. Moir		
Signature) _		Date:	
Name:	Robert E. Cypher		
Signature) _		Date:	
Name:	Paul Lowenstein		

Robert C. Kowert Meyertons, Hood, Kivlin, Kowert & Goetzel, P.C. P.O. Box 398 Austin, Texas 78767-0398

Page 2 of 2

**PATENT** 

REEL: 018489 FRAME: 0022

PATENT

(Signature) Date:

Name: Mark S. Moir

Date:

(Signature) Date:

Name: Robert E. Cypher

Date: 27 October 2006

Name: Paul N. Loewenstein

Robert C. Kowert
Meyertons, Hood, Kivlin, Kowert & Goetzel, P.C.
P.O. Box 398
Austin, Texas 78767-0398

Page 2 of 2

## **ASSIGNMENT OF INVENTION**

For good and valuable consideration, the receipt of which is hereby acknowledged, I, an ASSIGNOR named below,

Mark S. Moir of Hampton, NH Robert E. Cypher of Saratoga, CA Paul Loewenstein of Palo Alto, CA

hereby sell, assign and transfer to

Δ	Q	C	T/	45	M	FI	Ε.

Sun Microsystems, Inc., a Delaware corporation, having a principal place of business at 4150 Network Circle, Santa Clara, CA 95054

its successors, assigns and legal representatives, my entire right, title and interest throughout the world, including all rights to claim priority, in and to the invention(s) disclosed in:

U.S. Patent A	pplication executed on or	r about the date of this Assignment,	
U.S. Patent A	pplication executed on	, or	
	nal Application		
		, filed on	
International	Application No.: PCT/	, filed on	
ENTITLED:	ENTITLED: CONDITIONAL MULTI-STORE SYNCHRONIZATION		
	MECHANISMS, and n	aming as	
INVENTOR(S):	Mark S. Moir, Robert E	E. Cypher, and Paul Loewenstein	
including without limitat	ion, my entire right, title	and interest in and to any and all United	
~		tional, regional and foreign national	
		sions, continuations, continuations-in-part,	
		in and to any and all patents of every	
•	-	en granted for said invention(s), including	
any reissues and reexaminations thereof.			

I authorize ASSIGNEE to apply for patents of foreign countries for said invention(s), and to claim all rights of priority without further authorization from me.

I agree to execute any and all papers useful in connection with any and all United States and foreign applications (including international, regional, and foreign national applications), and generally to do everything possible to aid ASSIGNEE, its successors, assigns and nominees, at their request and reasonable expense, in obtaining and enforcing patents for said invention(s) in all countries.

I hereby covenant that no assignment, sale, license, agreement, or encumbrance has been or will be made or entered into that would conflict with this Assignment.

I authorize and request the Commissioner of Patents and Trademarks to issue any U.S. Letters Patent that may be granted for said invention(s) to ASSIGNEE, its successors or assigns.

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Attorney Docket No.: 004-50454

PATENT REEL: 018489 FRAME: 0024

## ASSIGNMENT OF INVENTION

Executed on	, 200	by Mark S. Moir
Executed on 8/16/2006	, 200 <u>6</u>	by Robert & Cypher  Robert E. Cypher
Executed on	, 200	byPaul Loewenstein

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Attorney Docket No.: 004-50454

PATENT REEL: 018489 FRAME: 0025