

01-22-2007

DEPARTMENT OF COMMERCE
States Patent and Trademark Office



RECC

103363731

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)

1.17.07

Gilberto Figueroa, Hon Hung Yam, Daniel Hruska, Andreas Bechtolsheim, Milton C. Lee & Ola Torudbakken

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

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

Execution Date(s) Nov 15, 2006, Dec 4, 2006 & Jan 10, 2007

- ☒ 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):

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

A. Patent Application No.(s)

29/268,726

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: 39180 Liberty Street, Suite 103

City: Fremont

State: CA Zip: 94538

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 _____
Expiration Date _____

b. Deposit Account Number 50-1801

Authorized User Name Daniel Vaughan

9. Signature:

Daniel Vaughan
Signature

January 12, 2007

Date

Daniel Vaughan

Name of Person Signing

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

11

SUN07-0292

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

01/17/2007 HDESTA1 00000086 29268726

02 FC-8021

40.00 DP

**JOINT TO CORPORATE
ASSIGNMENT**

WHEREAS, the undersigned,

- | | |
|---|--|
| (1) FIGUEROA, Gilberto
1812 Homestead Court
Modesto, CA 95355 | (2) YAM, Hon Hung
3400 Stevenson Blvd., Apartment N14
Fremont, CA 94538 |
| (3) HRUSKA, Daniel
50 Sequoia Court
San Carlos, CA 94070 | (4) BECHTOLSHEIM, Andreas
10 Network Circle, MS MPK10-146
Menlo Park, CA 94025 |
| (5) LEE, Milton C.
2248 Britannia Drive
San Ramon, CA 94582 | |

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

ORNAMENTAL DESIGN FOR A SWITCH HOUSING

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

- | | |
|---|---|
| (1) the <u>15th</u> day of <u>November</u> , 2006; | (2) the <u>15th</u> day of <u>November</u> , 2006; |
| (3) the <u>15th</u> day of <u>November</u> , 2006 | (4) the <u>10th</u> day of <u>January</u> , 2007; |
| (5) the <u>15th</u> day of <u>November</u> , 2006. | |

Said application: ☐ being filed herewith; OR
 ☒ having Application No. 29/268,726, filed on November 10, 2006.

WHEREAS, Sun Microsystems, Inc. a corporation of the State of Delaware, having a place of business at 4150 Network Circle, Santa Clara, CA 95054, (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 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 foreign 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 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 Inventors hereby jointly and severally 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 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, 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 jointly and severally 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.

Date: 11/15/06

Signature: 

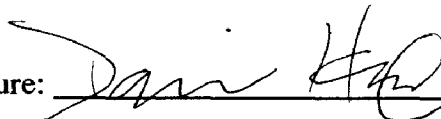
Name: Gilberto Figueroa

Date: 11/15/06

Signature: 

Name: Hon Hung Yam

Date: 11/15/06

Signature: 

Name: Daniel Hruska

Date: _____

Signature: _____

Name: Andreas Bechtolsheim

Date: 11/15/06

Signature: 

Name: Milton C. Lee

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1812 Homestead Court
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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.

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4. Said Inventors hereby jointly and severally 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.

Date: _____

Signature: _____

Name: Gilberto Figueroa

Date: _____

Signature: _____

Name: Hon Hung Yam

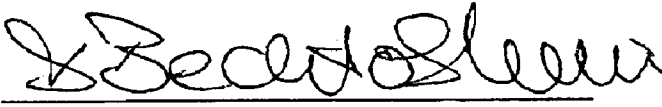
Date: _____

Signature: _____

Name: Daniel Hruska

(4v)

Date: 1/10/2007

Signature: 

Name: Andreas Bechtolsheim

Date: _____

Signature: _____

Name: Milton C. Lee

This Agreement is made between:

OLA TØRUDBAKKEN, residing at Solasveien 23, N-0671, Oslo, Norway
(Hereinafter referred to as "Undersigned Inventor"); and

Sun Microsystems AS, a company organised under the laws of Norway, having a
place of business at Olau Helsets Vei 6, PB. 150 Oppsal, 0619 Oslo, Norway
(Hereinafter referred to as SUN AS); and

Sun Microsystems Inc., a corporation of Delaware, United States of America, having a
place of business at 4150 Network Circle, Santa Clara, California 95054, United
States of America, (Hereinafter referred to as SUN Inc).

WHEREAS:

- A The or each Undersigned Inventor has been employed by Sun AS; and
- B In the course of this employment, the or each Undersigned Inventor has made an invention (The Invention) as described in as described in the attached patent application entitled "Ornamental Design for a Switch Housing" (SUN070292) either alone or jointly with other person(s) as listed in the attached Schedule; and
- C The or each Undersigned Inventor believes that he/she made or contributed to the Invention and that the Invention, as between him/her and Sun AS, belongs to Sun AS; and
- D SUN AS and SUN Inc desire that all intellectual property relating to the Invention shall be owned by SUN Inc;

NOW THIS AGREEMENT WITNESSETH as follows:-

1. Insofar as any rights in the Invention vest with the Undersigned Inventor(s), in consideration of the sum of £1 (one pound Sterling) paid by SUN Inc to the or each Undersigned Inventor, the receipt of which is hereby acknowledged, the or each Undersigned Inventor hereby assigns with full title guarantee any rights, title and interest he/she may have in and to the Invention to SUN Inc to hold absolutely for the benefit of SUN Inc, its successors or assigns including the right to apply for and be granted patents or any other form of protection in respect of any country or territory in the world and including the right to claim priority from any such application.
2. Insofar as any rights in the Invention vest with SUN AS, in consideration of the sum of £1 (one pound Sterling) paid by SUN Inc to SUN AS, the receipt of which is hereby acknowledged, SUN AS hereby assigns with full title guarantee all rights, title and interest in and to the Invention to SUN Inc to hold absolutely for the benefit of SUN Inc, its successors to assigns including the right to apply for and be granted patents or any other form of protection in respect of any country or territory in the world and including the right to claim priority from any such application.
3. The or each Undersigned Inventor hereby undertakes that he/she shall, without

further consideration, but at the expense of SUN Inc or SUN AS execute all documents and do all such acts and things as SUN Inc or SUN AS may in their absolute discretion consider necessary or desirable to enable Letters Patent or any other form of protection to be issued in respect of the Invention in any part of the world and to vest the same in the name of SUN Inc free from all encumbrances and to enable or to assist SUN Inc to defend oppositions thereto, to maintain the same when granted and to prosecute for the infringement thereof.

4. The or each Undersigned Inventor hereby warrants to SUN Inc:

(a) That he/she has not assigned or agreed to assign to any person firm or company not a Party hereto or otherwise encumbered the Invention or any other part of the rights therein and thereto;

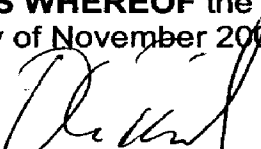
(b) That he/she has not disclosed and will not disclose the Invention to any person firm or company other than SUN AS or SUN Inc except as directed by SUN AS or SUN Inc;

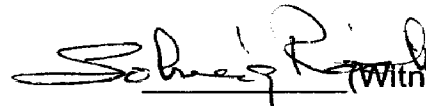
(c) That he/she will give to SUN AS or SUN Inc all information in his/her possession or in their power relating to the Invention and the method of employing or using the same as SUN AS or SUN Inc should require;

(d) That he/she has not taken any action which would prevent a valid patent or other form of protection relating to the Invention being granted to SUN Inc or that would cause any such patent or other form of protection to be invalid.

(e) That he/she has made SUN Inc or SUN AS aware of any action taken by any third party of which they are aware that would prevent a valid patent or other form of protection relating to the Invention being granted to SUN Inc or that would cause any such patent or other form of protection to be invalid.

IN WITNESS WHEREOF the parties have duly executed this document to have effect the 10th day of November 2006.

SIGNED by  (Inventor)
OLA TØRUDBAKKEN
on 4/12/06 (date)

 (Witness) x
Solveig Røok (Print name) x

SCHEDULE

Invention TITLE: ORNAMENTAL DESIGN FOR A SWITCH
HOUSING

Sun Microsystems Reference: SUN070292

US Serial No:

INVENTORS:

OLA TØRUDBAKKEN
Solasveien 23, N-0671
Oslo
Norway

GILBERTO FIGUEROA
1812 Homestead Court
Modesto
California 95355
United States of America

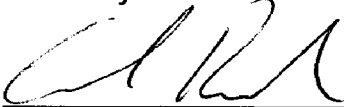
HON HUNG YAM
3400 Stevenson Blvd., Apartment N14
Fremont
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United States of America

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50 Sequoia Court
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ANDREAS BECHTOLSHEIM
10 Network Circle
MS MPK10-146
Menlo Park
California 94025
United States of America

MILTON C LEE
2248 Britannia Drive
San Ramon
California 94582
United States of America

SIGNED for and on behalf of
Sun Microsystems AS

by 
EIVIND RONGVED
Company Secretary
Sun Microsystems AS

on 4/12/06 (date)

 (Witness)

Solveig Rødd (Print name)

SIGNED for and on behalf of
Sun Microsystems, Inc

by _____
JOHN McGUIRE
Assistant General Counsel
Sun Microsystems, Inc
on _____ (date)

_____ (Witness)

_____ (Print name)