05-02-2007

FORM PTO-1595

1-31-92



SHEET

U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

	103401195	
To the	e Assistant Commissioner for Patents and Trademarks: Please record the	ne attached original documents or copy thereof.
	Name of conveying party(ies): /acar, David K. McElfresh, Kenny C. Gross ional name(s) of conveying party(ies) attached? [] Yes [X] No	2. Name and address of receiving party(ies): Name: Sun Microsystems, Inc. Street Address: 4150 Network Circle City: State: Zip: Santa Clara, CA 95054
3.	Nature of conveyance:	Additional name(s) & address(es) attached?
	[X] Assignment [] Merger [] Security Agreement [] Change of Name [] Other	[] Yes [X] No
Execu	ation Date: 03 April 2007	11/786684
4.	Application number(s) or patent number(s): document is being filed together with a new application, the execution	n date of the application is: 03 April 2007
	A. Patent Application No.(s):	B. Patent No.(s):
	Additional numbers attached? [] Yes [] No	
5.	Name and address of party to whom correspondence concerning document should be mailed:	6. Total number of applications and patents involved: [1]
	Name: Shun Yao Park, Vaughan & Fleming LLP 2820 Fifth Street Davis, CA 95618-7759	7. Total fee (37 CFR 3.41)
	Attorney Docket No.: SUN07-0145	o. Beposit 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.	8
	Shun Yao Name of Person Signing Signature	11 April 2007 Date
		11 April 2007 99 Date 11 8000
Total	number of pages including cover sheet, attachments and document: [3)

#corporate power of attorney

PATENT

REEL: 019242 FRAME: 0499

17/2007 WABDELRI

Attorney Docket No. SUN07-0145

CORPORATE ASSIGNMENT

1 1 1 1 1 W

WHEREAS, the undersigned,

Dan Vacar David K. McElfresh Kenny C. Gross 4278 Corte Favor, San Diego, CA 92130 7176 Celome Court, San Diego, CA 92129 10228 Jeraback Drive, San Diego, CA 92131

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

METHOD AND APPARATUS FOR DYNAMICALLY ADJUSTING THE RESOLUTION OF TELEMETRY SIGNALS

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 3rd day of April		, 20 <u>07;</u>	
	Or			
	Said application having Application Number_	and filed on	11 April 2007; an	ıd

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</u> <u>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,

PATENT REEL: 019242 FRAME: 0500 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.

- 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.
- 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 a dates written below.		
Jan Vaar	04/03/07	
Dan Vacar	Date	
David UM Elpes	04/03/07	
David K. McEifresh	Date	
Kenny (Stran	4/3/07	
Kenny C. Gross	Date	
	Date	

Date

REEL: 019242 FRAME: 0501

RECORDED: 04/11/2007