

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Andrew J. Lewis	08/14/2008
David B. Elting	08/06/2008
Kenny C. Gross	08/06/2008
RECEIVING PARTY DATA	
Name:	SUN MICROSYSTEMS, INC.
Street Address:	4150 Network Circle
City:	Santa Clara
State/Country:	CALIFORNIA
Postal Code:	95054
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12204433
CORRESPONDENCE DATA	
Fax Number:	(530)759-1665
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	530-759-1663
Email:	edward@parklegal.com
Correspondent Name:	Edward J. Grundler
Address Line 1:	Park, Vaughan & Fleming, LLP
Address Line 2:	2820 Fifth Street
Address Line 4:	Davis, CALIFORNIA 95618
ATTORNEY DOCKET NUMBER:	SUN08-0482
NAME OF SUBMITTER:	Edward J. Grundler, Reg. No. 47,615
<p>Total Attachments: 4</p> <p>source=SUN08-0482_Assignment#page1.tif</p>	

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PATENT

REEL: 021610 FRAME: 0865

CORPORATE ASSIGNMENT

WHEREAS, the undersigned,

Andrew J. Lewis
David B. Elting
Kenny C. Gross

74 Pinecrest Road, Litchfield, NH 03052
11442 Faisan Way, San Diego, CA 92124
10228 Jeraback Drive, San Diego, CA 92131

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

CONTROLLING THE TEMPERATURE OF A COMPUTER SYSTEM

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

___ On the ___ day of ___, 20___;

Or

X Said application having Application Number 12/204,433 and filed on 04 Sept. 2008; and

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 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,

Attorney Docket No. SUN08-0482

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.

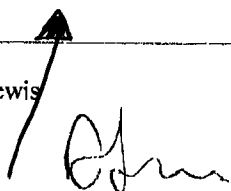
3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventor(s), their respective heirs, legal representatives and assigns.

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.

Andrew J. Lewis

Date


08/14/08

David B. Elting

Date

Kenny C. Gross

Date

Date

Date

Attorney Docket No. SUN08-0482

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Andrew J. Lewis

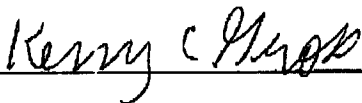
Date



08/06/2008

David B. Elting

Date



8/6/2008

Kenny C. Gross

Date

Date

Date