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 | 11/20/2008 |
| Kenny C. Gross | 11/19/2008 |
| David K. McElfresh | 11/19/2008 |

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: | 12275861 |

CORRESPONDENCE DATA

Fax Number: (530)759-1665

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

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: SUN08-0532

NAME OF SUBMITTER: Edward J. Grundler, Reg. No. 47,615

Total Attachments: 4

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PATENT REEL: 021996 FRAME: 0942

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PATENT REEL: 021996 FRAME: 0943

Attorney Docket No. SUN08-0532

CORPORATE ASSIGNMENT

WHEREAS, the undersigned,

Andrew J. Lewis Kenny C. Gross David K. McElfresh 74 Pinecrest Road, Litchfield, NH 03052 10228 Jeraback Drive, San Diego, CA 92131 7176 Celome Court, San Diego, CA 92129

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

METHOD AND APPARATUS FOR CONTROLLING TEMPERATURE VARIATIONS IN A COMPUTER SYSTEM

| and ha inventi | ve executed a declaration or oath for an application for a United States patent disclosing and identifying the on: |
|-------------------|--|
| | On theday of |
| | Or |
| <u>X</u> | Said application having Application Number 12/275, 861 and filed on 21 NW - 308; and |
| | |

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 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:

- I. 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,

1

PATENT REEL: 021996 FRAME: 0944

Attorney Docket No. SUN08-0532

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.

| AA | 11/20/08 | |
|--------------------|----------|--|
| Andrew J. Lewis | Date | |
| | | |
| Kenny C. Gross | Date | |
| | | |
| David K. McElfresh | Date | |
| | | |
| | Date | |
| | | |

Date

CORPORATE ASSIGNMENT

WHEREAS, the undersigned,

Andrew J. Lewis Kenny C. Gross David K. McElfresh

74 Pinecrest Road, Litchfield, NH 03052 10228 Jeraback Drive, San Diego, CA 92131 7176 Celome Court, San Diego, CA 92129

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

METHOD AND APPARATUS FOR CONTROLLING TEMPERATURE VARIATIONS IN 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 | | |
| | Or | | |
| <u>X</u> | Said application having Application Number 12/275,861 and filed on 21 No. 2008, and | | |

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 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,

1

PATENT REEL: 021996 FRAME: 0946

Attorney Docket No. SUN08-0532

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 | |
|--------------------|------------|--|
| Kenny (Bross | 11/19/2008 | |
| Kenny C. Gross | Date | |
| David N. M. Egles | 11/19/2008 | |
| David K. McElfresh | Date | |
| | <u> </u> | |
| | Date : | |
| | | |
| | Date | |

2