# PATENT ASSIGNMENT

# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
Alan Paul Wood	03/25/2010
Kenny C. Gross	03/23/2010
David K. McElfresh	03/23/2010

#### RECEIVING PARTY DATA

Name:	Oracle International Corporation
Street Address:	500 Oracle Parkway
Internal Address:	Mail Stop 5OP7
City:	Redwood Shores
State/Country:	CALIFORNIA
Postal Code:	94065

# PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	12752767

#### **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:	SUN10-0134
NAME OF SUBMITTER:	Edward J. Grundler, Reg. No. 47,615

Total Attachments: 4

PATENT REEL: 024340 FRAME: 0752 OF \$40.00 12/52/6/

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> PATENT REEL: 024340 FRAME: 0753

#### ASSIGNMENT OF APPLICATION FOR PATENT

#### WHEREAS:

Alan Paul Wood 7189 Sharon Drive, San Jose, CA 95129 United States Kenny C. Gross 10228 Jeraback Drive, San Diego, CA 92131 United States David K. McElfresh 7176 Celome Court, San Diego, CA 92129 United States

(hereinafter referred to as ASSIGNOR(S)), has made a discovery or invention entitled:

	BASED PREDICTION TECHNIQUE
	for which application for Letters Patent of the United States has been executed on even date herewith,
$\boxtimes$	for which application for Letters Patent of the United States has been filed on Ol April 2010 under Application No. 12/752, 767, and

PREDICTING REMAINING USEFUL LIFE FOR A COMPUTER SYSTEM USING A STRESS-

#### WHEREAS:

Oracle International Corporation, a corporation of California, having a business address of 500 Oracle Parkway, Mail Stop 5OP7, Redwood Shores, CA 94065

(hereinafter referred to as ASSIGNEE), is desirous of acquiring the entire interest in, to and under said invention and in, to and under Letters Patent or similar legal protection to be obtained therefor in the United States and in any and all foreign countries.

# NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN:

Be it known that for good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR(S) hereby sells, assigns and transfers to ASSIGNEE, the full and exclusive right, title and interest to said discovery or invention in the United States and its territorial possessions and in all foreign countries and to all Letters Patent or similar legal protection in the United States and its territorial possessions and in any and all foreign countries to be obtained for said invention by said application or any continuation, division, renewal, substitute, reissue and/or any application claiming priority thereof, including any legal equivalent thereof, in a foreign country for the full term or terms for which the same may be granted.

I, SAID ASSIGNOR(S), hereby authorize and request the Commissioner of Patents and Trademarks of the United States of America and any Official of any country or countries foreign to the United States of America whose duty it is to issue Letters Patent on applications as aforesaid, to issue all such Letters Patent for said discovery or invention to the ASSIGNEE, as assignee of the entire right, title and interest in, to and under the same, for the sole use and benefit of the ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

PATENT REEL: 024340 FRAME: 0754 I, SAID, ASSIGNOR(S), hereby covenant with ASSIGNEE, its successors, assigns, and legal representatives that no assignment, grant, mortgage, license, or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned and that I have full right to convey the entire right, title and interest herein sold, assigned, transferred and set over;

AND I, SAID ASSIGNOR(S) hereby further covenant and agree that the ASSIGNEE, its successors, legal representatives, or assigns, may apply for foreign Letters Patent on said discovery or invention and claim the benefits of the International Convention, and that I will, at any time, when called upon to do so by the ASSIGNEE, its successors, legal representatives, or assigns, communicate to the ASSIGNEE, its successors, legal representatives, or assigns, as the case may be, any facts known to me respecting said discovery or invention, and execute and deliver any and all lawful papers that may be necessary or desirable to perfect the title to the said discovery or invention, the said applications and the said Letters Patent in the ASSIGNEE, its successors, legal representatives and assigns, and that if reissues of the said Letters Patent or disclaimers relating thereto, or divisions, continuations, or refilings of the said applications, or any thereof, shall hereafter be desired by the ASSIGNEE, its successors, legal representatives, or assigns, I will, at any time, when called upon to do so by the ASSIGNEE its successors, legal representatives, or assigns, sign all lawful papers, make all rightful oaths, execute and deliver all such disclaimers and all divisional, continuation and reissue applications so desired, and do all lawful acts requisite for the application for such reissues and the procuring thereof and for the filing of such disclaimers and such applications, and generally do everything possible to aid the ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper patent protection for said invention or discovery in all countries, all without further compensation but at the expense of the ASSIGNEE, its successors, legal representatives and assigns.

Alan Paul Wood	Date	
alm P. Word	3/25/10	
Kenny C. Gross	Date .	
David K. McElfresh	Date	
	Date	
	Date	

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#### ASSIGNMENT OF APPLICATION FOR PATENT

#### WHEREAS:

Alan Paul Wood 7189 Sharon Drive, San Jose, CA 95129 United States Kenny C. Gross 10228 Jeraback Drive, San Diego, CA 92131 United States David K. McElfresh 7176 Celome Court, San Diego, CA 92129 United States

(hereinafter referred to as ASSIGNOR(S)), has made a discovery or invention entitled:

	BASED PREDICTION TECHNIQUE
	for which application for Letters Patent of the United States has been executed on even date herewith,
$\boxtimes$	for which application for Letters Patent of the United States has been filed on 6 April 2010 under Application No. 12/152, 267, and

PREDICTING REMAINING USEFUL LIFE FOR A COMPUTER SYSTEM USING A STRESS-

### WHEREAS:

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# NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN:

Be it known that for good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR(S) hereby sells, assigns and transfers to ASSIGNEE, the full and exclusive right, title and interest to said discovery or invention in the United States and its territorial possessions and in all foreign countries and to all Letters Patent or similar legal protection in the United States and its territorial possessions and in any and all foreign countries to be obtained for said invention by said application or any continuation, division, renewal, substitute, reissue and/or any application claiming priority thereof, including any legal equivalent thereof, in a foreign country for the full term or terms for which the same may be granted.

I, SAID ASSIGNOR(S), hereby authorize and request the Commissioner of Patents and Trademarks of the United States of America and any Official of any country or countries foreign to the United States of America whose duty it is to issue Letters Patent on applications as aforesaid, to issue all such Letters Patent for said discovery or invention to the ASSIGNEE, as assignee of the entire right, title and interest in, to and under the same, for the sole use and benefit of the ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

PATENT REEL: 024340 FRAME: 0756 I, SAID, ASSIGNOR(S), hereby covenant with ASSIGNEE, its successors, assigns, and legal representatives that no assignment, grant, mortgage, license, or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned and that I have full right to convey the entire right, title and interest herein sold, assigned, transferred and set over;

AND I, SAID ASSIGNOR(S) hereby further covenant and agree that the ASSIGNEE, its successors, legal representatives, or assigns, may apply for foreign Letters Patent on said discovery or invention and claim the benefits of the International Convention, and that I will, at any time, when called upon to do so by the ASSIGNEE, its successors, legal representatives, or assigns, communicate to the ASSIGNEE, its successors, legal representatives, or assigns, as the case may be, any facts known to me respecting said discovery or invention, and execute and deliver any and all lawful papers that may be necessary or desirable to perfect the title to the said discovery or invention, the said applications and the said Letters Patent in the ASSIGNEE, its successors, legal representatives and assigns, and that if reissues of the said Letters Patent or disclaimers relating thereto, or divisions, continuations, or refilings of the said applications, or any thereof, shall hereafter be desired by the ASSIGNEE, its successors, legal representatives, or assigns, I will, at any time, when called upon to do so by the ASSIGNEE its successors, legal representatives, or assigns, sign all lawful papers, make all rightful oaths, execute and deliver all such disclaimers and all divisional, continuation and reissue applications so desired, and do all lawful acts requisite for the application for such reissues and the procuring thereof and for the filing of such disclaimers and such applications, and generally do everything possible to aid the ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper patent protection for said invention or discovery in all countries, all without further compensation but at the expense of the ASSIGNEE, its successors, legal representatives and assigns.

Inventor(s): Please Sign <u>and Date</u> Below: Alan Paul Wood	Date
Kenn ( MAD)	3/23/2010
Kenny C. Gross	Date
The Action is	Date
David K. McElfresh  Saval M. Ehel	3/23/2010
	Date
	Date

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SUN MICROSYSTEMS

TØ ∃9∀d RECORDED: 05/05/2010