Attorney Docket No. SUN05-0632

|03158368 _ . _.. SHEET

FORM PTO-1595
R
1-31-92

PATENTS ONLY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

1-309

113014 U.S PTO
11/325214
010306

To the Assistant Commissioner for Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Gregory R. Ruetsch Additional 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: [X] Assignment [ ] Merger [ ] Security Agreement [ ] Change of Name [ ] Other Execution Date: 29 November 2005	Additional name(s) & address(es) attached? [ ] Yes [X] No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: **29 November 2005**

A. Patent Application No.(s): Additional numbers attached? [ ] Yes [ ] No	B. Patent No.(s):

5. Name and address of party to whom correspondence concerning document should be mailed:	6. Total number of applications and patents involved: [1]
Name: A. Richard Park **Park, Vaughan & Fleming LLP** **2820 Fifth Street** **Davis, CA 95616** Attorney Docket No.: SUN05-0632	7. Total fee (37 CFR 3.41) .... $40.00 [X] Enclosed [ ] Authorized to be charged to deposit account
	8. Deposit account number:

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

A. Richard Park
Name of Person Signing

Signature

03 January 2006
Date

Total number of pages including cover sheet, attachments and document: [3]

#corporate power of attorney

01/06/2006 YPOLITE1 00000038 11325214
05 FC:8021   40.00 OP

1

PATENT
REEL: 017425 FRAME: 0935

CORPORATE ASSIGNMENT

WHEREAS, the undersigned,

Gregory R. Ruetsch   21130 Serango Drive, West Linn, OR 97068

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

METHOD AND APPARATUS FOR INITIALIZING INTERVAL COMPUTATIONS THROUGH SUBDOMAIN SAMPLING

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

__X__   On the __29th__ day of _____November_____, _2005_ ;

Or

_____   Said application having Application Number__ and filed on__; and

WHEREAS, <u>Sun Microsystems, Inc.</u> a corporation of the State of <u>Delaware</u>, having a place of business at <u>4150 Network Circle, Santa Clara, 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, 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.

1

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.

_____   11/29/2005
Gregory R. Ruetsch   Date

_____   _____
                                                            Date

_____   _____
                                                            Date

_____   _____
                                                            Date

_____   _____
                                                            Date

2