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1. Name of conveying party(ies):
Yosef Bitton and Randall Scott Nelson

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: International Business Machines Corporation

Internal Address: _____

Street Address: New Orchard Road

City: Armonk State: NY ZIP: 10504

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: 4/13/98; 6/12/98

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

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

A. Patent Application No.(s) B. Patent No.(s)

09/060,993

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Kurt A. Summe

Internal Address: WOOD, HERRON & EVANS, L.L.P.

Street Address: 2700 Carew Tower
441 Vine Street

City: Cincinnati State: OH ZIP:45202

6. Total number of applications and patents involved:
1

7. Total fee (37 CFR 3.41):.....\$ 40.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
23-3000
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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.

Kurt A. Summe *[Signature]* 6/17/98
Name of Person Signing Signature Date

Total number of pages including cover sheet: 2

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REF: 9278 FRAME: 0623

ASSIGNMENT

WHEREAS, we, Yosef Bitton residing at . 921 Greenbriar Road S.W., Rochester, Minnesota 55902, and Randall Scott Nelson, residing at 1306 19th Avenue S.W., Rochester, Minnesota 55902, made certain new and useful inventions and improvements for which we executed an application for Letters Patent of the United States filed herewith which is entitled COMPUTER SYSTEM, PROGRAM PRODUCT AND METHOD FOR DYNAMICALLY OPTIMIZING A COMMUNICATION PROTOCOL FOR SUPPORTING MORE USERS

AND WHEREAS, INTERNATIONAL BUSINESS MACHINES CORPORATION, a corporation organized and existing under and by virtue of the laws of the State of New York, and having an office and place of business at New Orchard Road, Armonk, New York 10504 (hereinafter "Assignee") is desirous of acquiring the entire right, title and interest in and to said inventions, improvements and application and in and to the Letters Patent to be obtained therefor;

NOW THEREFORE, to all whom it may concern, be it known that for and in consideration of the sum of One Dollar and other good and valuable considerations, the receipt and sufficiency whereof is hereby acknowledged, we have sold, assigned, and transferred, and by these presents do sell, assign and transfer unto said Assignee, its successors or assigns, the entire right, title and interest for all countries in and to all inventions and improvements disclosed in the aforesaid application, and in and to the said application, all divisions, continuations, or renewals thereof, all Letters Patent which may be granted therefrom, and all reissues or extensions of such patents, and in and to any and all applications which have been or shall be filed in any foreign countries for Letters Patent on the said inventions and improvements, including an assignment of all rights under the provisions of the International Convention, and all Letters Patent of foreign countries which may be granted therefrom; and we do hereby authorize and request the Commissioner of Patents and Trademarks to issue any and all United States Letters Patent for the aforesaid inventions and improvements to the said Assignee as the assignee of the entire right, title and interest in and to the same, for the use of the said Assignee, its successors and assigns.

AND, for the consideration aforesaid, we do hereby agree that we and our executors and legal representatives will make, execute and deliver any and all other instruments in writing including any and all further application papers, affidavits, assignments and other documents, and will communicate to said Assignee, its successors and representatives all facts known to me relating to said improvements and the history thereof and will testify in all legal proceedings and generally do all things which may be necessary or desirable more effectually to secure to and vest in said Assignee, its successors or assigns the entire right, title and interest in and to the said improvements, inventions, applications, Letters Patent, rights, titles, benefits, privileges and advantages hereby sold, assigned and conveyed, or intended so to be.

AND, furthermore we covenant and agree with said Assignee, its successors and assigns, that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by us and that full right to convey the same as herein expressed is possessed by us.

6/12/98 Date Yosef Bitton
Yosef Bitton

4/13/98 Date Randall Scott Nelson
Randall Scott Nelson