

08-24-1998

FORM PTO-1595  
(Rev. 6-93)  
OMB No. 0651-0011 (exp. 4/94)  
M&G-4280.53US01

8/14/98



100797294

T

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

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

<p>1. Name of conveying party(ies):</p> <p>Kenneth Fairclough Day III Douglas William Dewey David Allan Pease</p>	<p>2. Name and address of receiving party(ies):</p> <p>International Business Machines Corporation New Orchard Road Armonk, New York 10504</p>
<p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>Additional name(s) &amp; address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>

3. Nature of conveyance:

Assignment       Merger  
 Security Agreement       Change of Name  
 Other:

Execution Date: June 22, 1998 and June 25, 1998

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:

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

09/103,697

Additional numbers attached?  Yes  No

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

Name: David W. Lynch  
Address: Merchant, Gould, Smith, Edell,  
Welter & Schmidt, P.A.  
3100 Norwest Center  
90 South Seventh Street  
Minneapolis, MN 55402-4131

6. Total number of applications and patents involved: 1

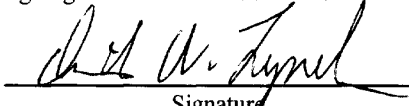
7. Total fee (37 CFR 3.41): \$40.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Please charge any additional fees or credit any overpayments to our Deposit account number: 13-2725

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.

David W. Lynch            August 11, 1998  
Name of Person Signing      Signature      Date

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

08/21/1998 BMDUYEN 00000087 09103697

01 FC:581

40.00 EP

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks  
Box Assignments  
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of information systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

PATENT  
REEL: 9390 FRAME: 0572

## ASSIGNMENT

WHEREAS, we, Kenneth Fairclough Day III, residing at 730 North Lazy J. Way, Tucson, Arizona 85748, Douglas William Dewey, residing at 5276 E. Timrod Street, Tucson, Arizona 85711, and David Allan Pease, residing at 21492 Mary Alice Way, Redwood Estates, California 95044, made certain new and useful inventions and improvements for which we executed an application for Letters Patent of the United States herewith, which is entitled PHYSICAL INFORMATION AND EXTENSIONS FILE AND FILE SYSTEM TRANSLATOR.

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 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 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 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 Assignee as the assignee of the entire right, title and interest in and to the same, for the use of the 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 us 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 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.


IN TESTIMONY WHEREOF, I have hereunto set my hand this 22 day of  
June, 19 98.

  
Kenneth Fairclough Day III

IN TESTIMONY WHEREOF, I have hereunto set my hand this 22 day of  
June, 19 98.

  
Douglas William Dewey

IN TESTIMONY WHEREOF, I have hereunto set my hand this 25 day of  
June, 19 98.

  
David Allan Pease