

04-10-2002



To the Assistant Commissioner for Patents 102050200 its or copy thereof.

<p>1. Name of conveying party(ies): (1) William Joseph Armstrong (6) Jay Paul Kurtz (2) Ryan Harvey Bishop (7) Henry Joseph May (3) Michael Brian Brutman (8) Naresh Nayar (4) Chris Francois (9) Dennis A. Towne (5) Richard Karl Kirkman Additional names of conveying party(ies) attached? <u>3-28-02</u> <input type="checkbox"/> yes <input checked="" type="checkbox"/> no</p> <p>3. Nature of Conveyance <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p> <p>Execution Date: (1) December 13, 2001 (2) December 12, 2001 (3) March 7, 2002 (4) March 14, 2002 (5) December 12, 2001 (6) March 19, 2002 (7) December 12, 2001 (8) February 21, 2002 (9) December 14, 2001</p>	<p>2. Name and address of receiving party(ies): Name: <u>International Business Machines Corporation</u> Internal Address: _____ _____ _____</p> <p>Street Address: <u>New Orchard Road</u> City <u>Armonk</u> State <u>New York</u> Zip <u>10509</u></p> <p>Additional name(s) & address(es) attached? <input type="checkbox"/> yes <input checked="" type="checkbox"/> no</p>
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OFFICE OF PATENT AND TRADEMARKS
FINANCE SECTION
2002 MAR 22 AM 10:50

4. Application number(s) or patent number(s):
TITLE: DYNAMIC DIAGNOSTIC PROGRAM FOR DETERMINING THREAD WAIT TIME
 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). _____

Docket No. ROC920010097US1
 Serial No. 10/022,982

Additional numbers attached? Yes No

<p>Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Scott A. Stinebruner Wood, Herron & Evans, L.L.P. 2700 Carew Tower 441 Vine Street Cincinnati, OH 45202-2917</p>	<p>6. Total number of applications and patents involved: <u>1</u></p> <p>7. Total fee (37 CFR 3.41): <u>\$ 40.00</u></p> <p><input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account <input checked="" type="checkbox"/> Total fee due <input checked="" type="checkbox"/> Any deficiencies in the enclosed fees</p> <p>8. Deposit account number: <u>09-0465</u></p> <p>(Attach duplicate copy of this page if paying by deposit account)</p>
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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.

Steven W. Roth March 20, 2002
 Name of Person Signing Signature Date

Total number of pages comprising cover sheet: 1

ASSIGNMENT

WHEREAS, we, William Joseph Armstrong, residing at 61303 234th Avenue, Mantorville, MN 55955; Ryan Harvey Bishop, residing at 1517 41st Street NW, Apt. D6, Rochester, Minnesota 55901; Michael Brian Brutman, residing at 2121 15th Avenue NW, Rochester, Minnesota 55901-1570; Chris Francois, residing at 13311 Greenwich Ct. Apple Valley, MN 55124; 1769 Saunders Avenue, St. Paul, MN 55116; Richard Karl Kirkman, residing at 7236 Hollyford Lane NW, Rochester, Minnesota 55901-5505; Jay Paul Kurtz, residing at 6906 Autumn Court NW, Rochester, Minnesota 55901; Henry Joseph May, residing at 308 Deer Ridge Court, Mantorville, Minnesota 55955-0066; Naresh Nayar, residing at 5233 Belmoral Lane, NW, Rochester, Minnesota 55901; and Dennis A. Towne, residing at 2455 Highway 52 North, Apt. 4-209, Rochester, Minnesota 55901 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 DYNAMIC DIAGNOSTIC PROGRAM FOR DETERMINING THREAD WAIT TIME.

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 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 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.

12/13/2001
Date

William Joseph Armstrong
William Joseph Armstrong

12/12/2001
Date

Ryan Harvey Bishop
Ryan Harvey Bishop

3/7/2002
Date

Michael Brian Brutman
Michael Brian Brutman

3/14/2002
Date

Chris Francis
Chris Francis

12-12-01
Date

Richard Karl Kirkman
Richard Karl Kirkman

3-19-02
Date

Jay Paul Kurtz
Jay Paul Kurtz

12-12-01
Date

Henry Joseph May
Henry Joseph May

2/21/02
Date

Naresh Nayar
Naresh Nayar

12-14-01
Date

Dennis A. Towne
Dennis A. Towne