01-26-2004



U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office Docket No.: END920030141US1

To the Honorable Commissioner of Patents and . 1026	. documents or copy thereof.		
1. Name of conveying party(ies):	2. Name and address of receiving party(ies):		
Gordan G. Greenlee . 16.04	Name: International Business Machines Corporation		
Joseph F. Riina Richard E. Weingarten	Internal Address:		
Richard D. Wonigation	Street Address: Orchard Road		
Additional names of conveying party(ies) attached? yes no	City: Armonk $\bigcirc S_1$ State: New York Zip Code: 10504		
3. Nature of Conveyance	175		
Assignment	Additional name(s) & address(es) attached? yes no		
Execution Date: January 13, 2004, January 13, 2004, January 13, 2004 and January 14, 2004, respectively			
4. Application number(s) or patent number(s):	10758538		
Title: VIRTUAL CLUSTERING AND LOAD BALANG	1		
If this document is being filed together with a new application, the execution date of the application is January 13, 2004, January 13, 2004 and January 14, 2004, respectively			
A. Patent Application No(s).	B. Patent No(s).		
Additional numbers attacl	ned? 🗌 Yes 🛛 No		
5. Name and address of party to whom correspondence	6. Total number of applications and patents involved: 1		
concerning document should be mailed:	7. Total fee (37 CFR 3.41): \$40.00		
Andrew M. Calderon, Esq. McGuireWoods LLP	☐ Enclosed		
1750 Tysons Boulevard, Suite 1800	_		
McLean, Virginia 22102	 ✓ Authorized to be charged to deposit account ✓ Total fee due ✓ Any deficiencies in the enclosed fees 		
	8. Deposit account number: 09-0457		
9. Statement and signature			
To the best of my knowledge and belief, the foregoing information of the original document.	ation is true and correct and any attached copy is a true copy		
Andrew M. Calderon	January 16, 2004		
Name of Person Signing Signatur			

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PATENT ASSIGNMENT FORM

For and in consideration of good and unloable consideration, the receipt and sufficiency prefer training hereby adminishedged, each undersigned inversor acknowledges higher poor and engaging obligation to self, assign, and transfer, and agrees to self, assign, and transfer, and agrees to self, assign, and transfer the entite world vide right. The and interest for the United States and all foreign countries, in and to any and all inventions and improvements conceived during sed within the scope of history employment, and furnier advisowledges that helphe has sold, assigned, and transfered, and hereby selfs, assigned, and transfered, and hereby selfs, assigned, and transfere, unto:

INTERNATIONAL SUSINESS MACHINES CORPORATION ("IBM"), Amount, How York 10504

a corporation of New York, and 18th desires to acquire all right, lide, and interest, in and to the contain inventions (identified below), applications, and any United States and foreign patents to be obtained therefor relating to:

Tide of freentish for viritual clinistering and load Balancing Servers United States Patrick

for and to said United States Potent Application including any and all divisions or continuations thereof and in and to any and all Letters Patent of the United States and breign potents and all tights of priority to be obtained therefor which may issue on any such application or for said invantion therein disclosed, including any and all reissues or extensions thereof, to be held and enjoyed by, its successors, legal representations and ensigns to the full and of the term of terms for which and any and all such Letters Patent may be granted as fully and enlinely as would have been held and enjoyed by the understand that Assignment not been made;

Gach understaned inventor hereby authorizes and requests the Commissioner of Patonia and Trademants to issue any and all such Letters Patent to 1814, its europeans and assigns, in accordance herewith;

Each undersigned inventor warrants and coverants that heldthe has the full and unencumbered right to seal and assign the inveness have by sold and assigned and that heldhe has not executed and will not associate the document or instrument in contact herewith:

Each undersigned eventer further coverants and agrees that hadries upon the request and at the expense of the IBM, will execute and defer any papers, make all rightful cetts, totally in they legal proceeding relating to said inventions and improvements, communicate to the IBM all facts further to the undersigned relating to such inventions and improvements and the history thereof; and parform all other levels and descriptly or desirable by IBM, and is legal representatives, to secure, maintain, and entires protection for such inventions and improvements and for vesting this to such inventions and improvements in the IBM, and in particular to particular tables and above rightful certain inventions, and applications insulting divisions and continuations thereof, and any and all Lebers Palent which may be granted therefor or thereon, including lessues, extensions, or counterparts:

Each undersigned inventor nereby grants the IBM and the firm of the power to insert in this Assignment any further identification which may be necessary or desirable for recordation of this Assignment.

This assignment is governed by the substantive laws of the state of Nov York,

Executated By Investigat 2.014.

7.00 4

2004

Signalure: Donals Hartel

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PAYENT DOCKET NO. END920030141

signature Jacob Rivia Date: U13/2004

Signature Richard E. Weingerijen

1.626/05/2020/

PATENT REEL: 014907 FRAME: 0226

PATENT ASSIGNMENT FORM

For and in consideration of good and valuable consideration, the receipt and sufficiency thereof being hereby acknowledged, each undersigned inventor acknowledges his/her prior and ongoing obligation to sell, assign, and transfer, and agrees to sell, assign, and transfer the entire world wide right, title and interest for the United States and all foreign countries, in and to any and all inventions and improvements conceived during and within the scope of his/her employment, and further acknowledges that he/she has sold, assigned, and transferred, and hereby sells, assigns, and transfers, unto:

INTERNATIONAL BUSINESS MACHINES CORPORATION ("IBM"), Armonk, New York 10504

a corporation of New York, and IBM desires to acquire all right, title, and interest, in and to the certain inventions (identified below), applications, and any United States and foreign patents to be obtained therefor relating to:

Title of Invention for VIRTUAL CLUSTERING AND LOAD BALANCING SERVERS United States Patent

TITLE OF INVENTION FOR VIRTUAL CLUSTERING AND LOAD BALANCING SERVERS OFFICE States Faterit
as set forth in United States Patent Application executed by each undersigned inventor on the date indicated by each inventor signature below, and further identified by Attorney Docket Number END920030141 ; (select one):⊠ executed concurrently herewith or □ Serial No Filed on
for and to said United States Patent Application including any and all divisions or continuations thereof and in and to any and all Letters Patent of the United States and foreign patents and all rights of priority to be obtained therefor which may issue on any such application or for said invention therein disclosed, including any and all reissues or extensions thereof, to be held and enjoyed by, its successors, legal representatives and assigns to the full end of the term or terms for which any and all such Letters Patent may be granted as fully and entirely as would have been held and enjoyed by the undersigned had this Assignment not been made;
Each undersigned inventor hereby authorizes and requests the Commissioner of Patents and Trademarks to issue any and all such Letters Patent to IBM, its successors and assigns, in accordance herewith;
Each undersigned inventor warrants and covenants that he/she has the full and unencumbered right to sell and assign the interests hereby sold and assigned and that he/she has not executed and will not execute any document or instrument in conflict herewith;
Each undersigned inventor further covenants and agrees that he/she, upon the request and at the expense of the IBM, will execute and deliver any papers, make all rightful oaths, testify in any legal proceeding relating to said inventions and improvements, communicate to the IBM all facts known to the undersigned relating to such inventions and improvements and the history thereof; and perform all other lawful acts deemed necessary or desirable by IBM, and its legal representatives, to secure, maintain, and enforce patent protection for such inventions and improvements and for vesting title to such inventions and improvements in the IBM, and in particular to perfect title to said above-identified certain inventions, and applications including divisions and continuations thereof, and any and all Letters Patent which may be granted therefor or thereon, including reissues, extensions, or counterparts;
Each undersigned inventor hereby grants the IBM and the firm of the power to insert in this Assignment any further identification which may be necessary or desirable for recordation of this Assignment.
This assignment is governed by the substantive laws of the state of New York.
Executed by Inventor 1 of 4
Signature:Date: Gordan G. Greenlee
Executed by Inventor 2 of 4
Signature:Date:

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Dennis Hartel

Executed by Inventor 3 of 4		
Signature:	Date:	
	Executed by Inventor 4 of 4	
Signature:	Date:Date:	

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PATENT REEL: 014907 FRAME: 0228