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<b>3. Nature of Conveyance:</b>  <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other:  Execution Date: October 26, 2004		<b>4. Application number(s) or patent number(s):</b> If this document is being filed together with a new application, the execution date of the application is: _____ A. Patent Application No.(s): 10/978,067 B. Patent No.(s):  Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
<b>5. Name and address of party to whom correspondence concerning document should be mailed:</b>  Name: Robert J. Mauri, Esq. Address: Harrington & Smith, LLP 4 Research Drive  City: Shelton  State: CT ZIP Code: 06484-6212		<b>6. Total number of applications and/or patents involved:</b> ..... 1 <b>7. Total fee (37 CFR 3.41):</b> .....\$40.00  <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Charge deposit account <input checked="" type="checkbox"/> Please charge any fee deficiency to deposit account  <b>8. Deposit account number:</b> <u>50-0510</u>				
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<b>9. Statement And Signature:</b>  <i>To the best of my knowledge and belief, the foregoing information is true and correct and, the attached document is either an original document or a true copy of the original document.</i>  <table><tr><td><u>Robert J. Mauri</u> Name of Person Signing</td><td> Signature</td><td><u>11/9/04</u> Date</td></tr></table> <div style="text-align: right;">Total number of pages including cover sheet(s): 3 Page 1 of 3.</div>				<u>Robert J. Mauri</u> Name of Person Signing	 Signature	<u>11/9/04</u> Date
<u>Robert J. Mauri</u> Name of Person Signing	 Signature	<u>11/9/04</u> Date				

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For ☒ U.S. and/or ☒ Foreign Rights  
For ☒ U.S. Application or ☐ U.S. Patent

### ASSIGNMENT OF INVENTION

Docket No. **YOR920040363US1**

In accordance with an agreement between ASSIGNEE and ASSIGNOR, if one name be listed below, or ASSIGNORS, if more than one name be listed below, and for good and valuable consideration,

**(1) ASSIGNOR (inventor):**

FULL NAME OF ASSIGNOR	LAST NAME <b>Bhattacharya</b>	FIRST NAME <b>Subhrajit</b>	MIDDLE NAME
RESIDENCE CITIZENSHIP	CITY & STATE OR COUNTRY <b>White Plains, New York</b>	CITIZENSHIP <b>India</b>	
POST OFFICE ADDRESS	P O. ADDRESS <b>101 N. Broadway, Apt. 2B2, White Plains, NY 10603</b>	CITY & COUNTRY	

hereby sell(s), assign(s) and transfer(s) to

**ASSIGNEE:**

**International Business Machines Corporation  
New Orchard Road  
Armonk, New York 10504**

and the successors, assigns and legal representatives of the ASSIGNEE, the entire right, title and interest for the United States and its territorial possessions, and in all foreign countries, including all rights to claim priority, and to any and all improvements which are disclosed in the invention entitled:

**Power Gating Techniques able to have Data Retention  
and Variability Immunity Properties**

which is found in

☒ U.S. Patent Application executed on even date herewith

☐ U.S. patent application number \_\_\_\_\_ filed \_\_\_\_\_

☒ and any legal equivalent thereof in a foreign country,  
including the right to claim priority

and, in and to, all Letters Patent to be obtained for said invention, the above application, or any continuation, division, renewal, or substitute thereof, and as to Letters Patent any reissue or re-examination thereof.

ASSIGNOR(S) hereby covenant(s) that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment.

ASSIGNOR(S) further covenant(s) that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said invention and said Letters Patent and legal equivalents as may be known and accessible to ASSIGNOR(S) and will testify as to the same in any interference, litigation or proceeding related thereto and will promptly execute and deliver to ASSIGNEE or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said application, said invention and said Letters Patent and said equivalents thereof which may be necessary or desirable to carry out the purposes thereof.

IN WITNESS WHEREOF, I (We) have hereunto set hand and seal

(1) Subhrajit Bhattacharya  
Assignor Name

Subhrajit Bhattacharya 10/26/04  
Signature Date