

FORM PTO-1593

(Rev. 6-93)

OMB No. 0651-0011 (exp. 4/94)

Docket No. BEA920040003US1 (IBMS 0802A)

RECORDATION FORM COVER SHEET  
PATENTS ONLY

U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

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1. Name of conveying party(ies):

Vivek KASHYAP

2. Name and address of receiving party(ies):

INTERNATIONAL BUSINESS MACHINES  
CORPORATION  
New Orchard Road  
Armonk, New York 10504Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ NoAdditional name(s) & address(es) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- |                                                |                                         |
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| <input type="checkbox"/> Security Agreement    | <input type="checkbox"/> Change of Name |
| <input type="checkbox"/> Other:                |                                         |

Execution Date(s): January 28, 2005

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

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

A. Patent Application No.(s)

B. Patent No.(s)

11/047,999 filed on January 31, 2005

Additional numbers attached? ☐ Yes ☒ No

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

Name: David W. Lynch  
Address: CRAWFORD MAUNU PLLC  
1270 Northland Drive  
Suite 390  
St. Paul, MN 55120Customer No.  
**51304**

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41): \$40

☒ Authorized to be charged to deposit account number  
50-1336 (BEA920040003US1)8. Please charge any additional fees or credit any  
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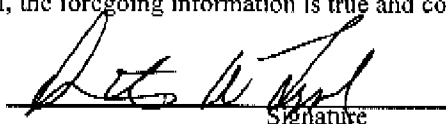
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9. Statement and signature:

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.

David W. Lynch

Name of Person Signing

  
Signature3/29/05  
Date

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**ASSIGNMENT**

WHEREAS, I/we, Vivek Kashyap, residing at 723 N.W. 175<sup>th</sup> Place, Beaverton, OR 97006, made certain new and useful inventions and improvements for which I/we herewith file an application for letters Patent of the United States, which is entitled: **METHOD, APPARATUS AND PROGRAM STORAGE DEVICE FOR PROVIDING MUTUAL FAILOVER AND LOAD-BALANCING BETWEEN INTERFACES IN A NETWORK** (Atty. Docket No. BEA920040003US1).

AND 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, I/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 I/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, I/we do hereby agree that I/we and my/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/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.

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AND, furthermore I/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 me/us and that full right to convey the same as herein expressed is possessed by me/us.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this date:

28 - JANUARY - 2005  
(day) (month) (year)

Vivek Kashyap  
Vivek Kashyap