

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT								
NATURE OF CONVEYANCE:	ASSIGNMENT								
CONVEYING PARTY DATA									
<table border="1"><thead><tr><th>Name</th><th>Execution Date</th></tr></thead><tbody><tr><td>Charles N. Archie</td><td>03/15/2005</td></tr><tr><td>G. William Banke, Jr.</td><td>03/16/2005</td></tr><tr><td>Matthew J. Sendelbach</td><td>03/09/2005</td></tr></tbody></table>	Name	Execution Date	Charles N. Archie	03/15/2005	G. William Banke, Jr.	03/16/2005	Matthew J. Sendelbach	03/09/2005	
Name	Execution Date								
Charles N. Archie	03/15/2005								
G. William Banke, Jr.	03/16/2005								
Matthew J. Sendelbach	03/09/2005								
RECEIVING PARTY DATA									
Name:	International Business Machines Corporation								
Street Address:	New Orchard Road								
City:	Armonk								
State/Country:	NEW YORK								
Postal Code:	10504								
PROPERTY NUMBERS Total: 1									
<table border="1"><thead><tr><th>Property Type</th><th>Number</th></tr></thead><tbody><tr><td>Application Number:</td><td>11062668</td></tr></tbody></table>	Property Type	Number	Application Number:	11062668					
Property Type	Number								
Application Number:	11062668								
CORRESPONDENCE DATA									
Fax Number:	(518)449-0047								
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>									
Phone:	518-449-0044								
Email:	jdesbiens@hwdpatents.com								
Correspondent Name:	Hoffman, Warnick & D'Alessandro LLC								
Address Line 1:	Three E-Comm Square								
Address Line 4:	Albany, NEW YORK 12207								
NAME OF SUBMITTER:	Spencer K. Warnick								
Total Attachments: 2 source=fis920040059us2_signedassignment#page1.tif source=fis920040059us2_signedassignment#page2.tif									

CH \$40.00 11062668

500032451

PATENT
REEL: 016046 FRAME: 0916

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 **ASSESSMENT AND OPTIMIZATION FOR METROLOGY INSTRUMENT INCLUDING UNCERTAINTY OF TOTAL MEASUREMENT UNCERTAINTY**

as set forth in United States Patent Application identified by **Attorney Docket Number FIS920040059US2**; and

(select one): ☐ executed concurrently herewith or ☒ Serial No. 11/062,668 Filed on February 22, 2005

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 IBM, will execute and deliver any papers, make all rightful oaths, testify in any legal proceeding relating to said inventions and improvements, communicate to 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 invention(s), 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 IBM and the firm of Hoffman, Warnick & D'Alessandro LLC 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 3

Signature: Charles N. Archie Date: 3/15/05
Charles N. Archie

Executed by Inventor 2 of 3

Signature: G. William Banke Jr. Date: 3/16/05
G. William Banke Jr.

Executed by Inventor 3 of 3

Signature: Matthew J. Sendelbach Date: 3/9/2005
Matthew J. Sendelbach