

## PATENT ASSIGNMENT

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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>Cary Lee Bates</td><td>01/03/2007</td></tr><tr><td>Mark Douglas Schroeder</td><td>01/04/2007</td></tr></tbody></table>	Name	Execution Date	Cary Lee Bates	01/03/2007	Mark Douglas Schroeder	01/04/2007	
Name	Execution Date						
Cary Lee Bates	01/03/2007						
Mark Douglas Schroeder	01/04/2007						
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>11621777</td></tr></tbody></table>	Property Type	Number	Application Number:	11621777			
Property Type	Number						
Application Number:	11621777						
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NAME OF SUBMITTER:	Steven W. Roth						
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PATENT

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# ASSIGNMENT

WHEREAS, we, Cary Lee Bates, residing at 450 73<sup>rd</sup> Street NW, Rochester, Minnesota 55901, and Mark Douglas Schroeder, residing at 2960 <sup>908 11<sup>th</sup> Ave NE</sup> ~~Bandel Court NW~~ <sup>55906</sup>, Rochester, Minnesota ~~55901-2154~~, made certain new and useful inventions and improvements for which we executed an application for Letters Patent of the United States on January 3, 2007 and January 4, 2007, respectively, which is entitled IDENTIFYING A POTENTIAL BREAKPOINT LOCATION IN A CODE PATH IN A COMPUTER PROGRAM BASED UPON THE FREQUENCY OF EXECUTION OF THE CODE PATH AS IDENTIFIED IN COLLECTED PROFILE DATA. MDS

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.

1-3-07  
Date

Cary Lee Bates  
Cary Lee Bates

1-4-07  
Date

Mark Douglas Schroeder  
Mark Douglas Schroeder