

**PATENT ASSIGNMENT**

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
EFFECTIVE DATE:	05/18/2007

**CONVEYING PARTY DATA**

Name	Execution Date
Mark Harrison Goff	05/17/2007
Michael Anthony Migliacio	05/17/2007
Randall Scott Nelson	05/17/2007
Eric Gene Thiemann	05/17/2007

**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**

Property Type	Number
Application Number:	11750372

**CORRESPONDENCE DATA**

Fax Number: (507)253-2382  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 507-253-2555  
 Email: elseth@us.ibm.com  
 Correspondent Name: Matthew C. Zehrer  
 Address Line 1: 3605 Highway 52 North  
 Address Line 4: Rochester, MINNESOTA 55901

ATTORNEY DOCKET NUMBER:	ROC920070142US1
NAME OF SUBMITTER:	Matthew C. Zehrer

**CH \$40.00 11750372**

Total Attachments: 2

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## ASSIGNMENT

WHEREAS, we, Mark Harrison Goff, residing at 905 Berg Boulevard, Stewartville, Minnesota 55976; Michael Anthony Migliacio, residing at 915 41st Street NW, #112, Rochester, Minnesota 55901; Randall Scott Nelson, residing at 1306 19th Avenue SW, Rochester, Minnesota 55902; and Eric Gene Thiemann, residing at 404 1st Street NW, Hayfield, Minnesota 55940; made certain new and useful inventions and improvements for which we executed an application for Letters Patent of the United States on May 17, 2007, May 17, 2007, May 17, 2007 and May 17, 2007, respectively, which is entitled PHYSICAL NETWORK INTERFACE SELECTION TO MINIMIZE CONTENTION WITH OPERATING SYSTEM CRITICAL STORAGE OPERATIONS.

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.

5-17-07  
Date

Mark Harrison Goff  
Mark Harrison Goff

5/17/07  
Date

Michael Anthony Migliacis  
Michael Anthony Migliacis

5/17/07  
Date

Randall Scott Nelson  
Randall Scott Nelson

5/17/07  
Date

Eric Gene Thiemann  
Eric Gene Thiemann