

PATENT ASSIGNMENT

Electronic Version v1.1
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| SUBMISSION TYPE: | NEW ASSIGNMENT | | | | | | | | | | |
|--|---|---------------|----------------|---------------------|------------|---------------------|------------|-----------------|------------|-------------------------|------------|
| NATURE OF CONVEYANCE: | ASSIGNMENT | | | | | | | | | | |
| CONVEYING PARTY DATA | | | | | | | | | | | |
| <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:70%;">Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>William E. Hutson</td> <td>04/03/2008</td> </tr> <tr> <td>Samuel R. McHan Jr.</td> <td>04/03/2008</td> </tr> <tr> <td>John A. Medicke</td> <td>04/03/2008</td> </tr> <tr> <td>Christopher H.L. Wicher</td> <td>04/03/2008</td> </tr> </tbody> </table> | | Name | Execution Date | William E. Hutson | 04/03/2008 | Samuel R. McHan Jr. | 04/03/2008 | John A. Medicke | 04/03/2008 | Christopher H.L. Wicher | 04/03/2008 |
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| Christopher H.L. Wicher | 04/03/2008 | | | | | | | | | | |
| 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" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:30%;">Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Application Number:</td> <td>12098057</td> </tr> </tbody> </table> | | Property Type | Number | Application Number: | 12098057 | | | | | | |
| Property Type | Number | | | | | | | | | | |
| Application Number: | 12098057 | | | | | | | | | | |
| CORRESPONDENCE DATA | | | | | | | | | | | |
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| ATTORNEY DOCKET NUMBER: | RSW920070474US1 | | | | | | | | | | |
| NAME OF SUBMITTER: | Christopher B. Lee | | | | | | | | | | |

Total Attachments: 4
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ASSIGNMENT

This Assignment made by us, William E. Hutson, a citizen of the United States of America, residing at 319 King George Loop, City of Cary, County of Wake, State of North Carolina; Samuel R. McHan, Jr., a citizen of the United States of America, residing at 1222 Tartarian Trail, City of Apex, County of Wake, State of North Carolina; John A. Medicke, a citizen of the United States of America, residing at 1800 Green Downs Drive, City of Raleigh, County of Wake, State of North Carolina; and Christopher H. L. Wicher, a citizen of the United States of America, residing at 121 Berry Hill Drive, City of Raleigh, County of Wake, State of North Carolina, hereinafter referred to as assignors.

WITNESSETH: That,

WHEREAS, we are the joint inventors of certain new and useful improvements in **ADAPTIVE INFORMATION TECHNOLOGY SOLUTION DESIGN AND DEPLOYMENT AND RELATED APPLICATIONS** for which we are about to make application for Letters Patent of the United States, and for which we have executed a declaration.

WHEREAS, **International Business Machines Corporation**, New Orchard Road, Armonk, NY 10504, hereinafter referred to as assignee, is desirous of acquiring the entire right, title and interest in and to said invention as described in the specification executed by us concurrently herewith, and any and all Letters Patent which shall be granted therefor;

NOW, THEREFORE, To All Whom It May Concern, be it known that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, we, the said assignors, have sold, assigned, transferred and set over unto the said assignee, its successors and assigns, the entire right, title and interest in and to the above-mentioned application and invention and in and to any and all Letters Patent of the United States which may hereafter be

granted therefor, and in any and to any and all continuations, continuations-in-part, substitutions, divisions or reissues of said Letters Patent, the same to be held and enjoyed by the said assignee, for its interest, and for its own use and behalf, and the use and behalf of its successors and assigns, to the full end of the term for which said Letters Patent may be granted as fully and entirely as the same would have been held and enjoyed by us had this assignment and sale not been made.

And for the consideration aforesaid, we hereby covenant and agree to and with the said assignee, its successors and assigns, that at the time of the execution and delivery of these presents we are the joint and lawful owners of the entire right, title and interest in and to the invention, application and Letters Patent above-mentioned and that the same are unencumbered, and that we have good right and lawful authority to sell and convey the same in the manner herein set forth.

And for the consideration aforesaid, we hereby covenant and agree to and with the said assignee, its successors and assigns, that we will, whenever its counsel or the counsel of its successors and assigns, learned in the law, shall advise that an amendment, division, continuation, continuation-in-part, or substitution of, or any other proceeding in connection with said application, including interference proceedings, is lawful and desirable, sign all papers and drawings, take all rightful oaths, and do all acts necessary or required to be done for the procurement of valid Letters Patent for said invention, or for the reissue of the same without charge to our said assignee, its successors or assigns, but at its or their expense.

We hereby request the Commissioner for Patents to issue the Letters Patent in accordance with this instrument.

For the consideration aforesaid, we have sold, assigned, transferred and set over, and by

these presents do sell, assign, transfer and set over, unto the said assignee, its successors, assigns or nominee, the entire right, title and interest in and to any and all Letters Patent for said invention which may be granted in countries foreign to the United States and in and to any applications for Letters Patent which may be filed for said invention in countries foreign to the United States and in and to the invention described in said application; and we hereby authorize and empower the said assignee, its successors, assigns or nominees to apply for Letters Patent or other form of protection on said invention in its own name or in the name of its successor, assignee, or nominee, in any and all countries where it may desire to file such application and where said application may be filed by another than the inventor; and we hereby covenant and agree to sign all papers and drawings, take all rightful oaths, and do all acts necessary or required to be done for procurement of Letters Patent, or other form of protection, for said invention or inventions in countries foreign to the United States, and for further investing or confirming the right and title therein to the assignee, its successors, assignee, or nominee, without charge to our said assignee, its successor, assignee or nominee, but at its or their expense.

IN WITNESS WHEREOF, we have hereunto set our hands and seals.

Date

William E. Hutson

Date

Samuel R. McHan, Jr.

Date

John A. Medicke

Date

Christopher H. L. Wicher

these presents do sell, assign, transfer and set over, unto the said assignee, its successors, assigns, or nominee, the entire right, title and interest in and to any and all Letters Patent for said invention which may be granted in countries foreign to the United States and in and to any applications for Letters Patent which may be filed for said invention in countries foreign to the United States and in and to the invention described in said application; and we hereby authorize and empower the said assignee, its successors, assigns or nominees to apply for Letters Patent or other form of protection on said invention in its own name or in the name of its successor, assignee, or nominee, in any and all countries where it may desire to file such application and where said application may be filed by another than the inventor; and we hereby covenant and agree to sign all papers and drawings, take all rightful oaths, and do all acts necessary or required to be done for procurement of Letters Patent, or other form of protection, for said invention or inventions in countries foreign to the United States, and for further investing or confirming the right and title therein to the assignee, its successors, assignee, or nominee, without charge to our said assignee, its successor, assignee or nominee, but at its or their expense.

IN WITNESS WHEREOF, we have hereunto set our hands and seals.

4-03-2008
Date

William E. Hutson
William E. Hutson

4-3-2008
Date

Samuel R. McHan, Jr.
Samuel R. McHan, Jr.

4-3-2008
Date

John A. Medich
John A. Medich

4/3/2008
Date

Christopher E. L. Wicher
Christopher E. L. Wicher

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