

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Chris D. Johnson	04/18/2008
Kristi Paula Peterson	04/21/2008
John Joseph Stecher	04/18/2008
Matthew Ryan Weaver	04/24/2008

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

Property Type	Number
Application Number:	12113272

CORRESPONDENCE DATA

Fax Number: (507)253-2382
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 507-253-2761
Email: sberge@us.ibm.com
Correspondent Name: Robert R. Williams
Address Line 1: 3605 Highway 52 North
Address Line 4: Rochester, MINNESOTA 55901

ATTORNEY DOCKET NUMBER:

ROC920070548US1

NAME OF SUBMITTER:

Robert R. Williams

Total Attachments: 2

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PATENT

REEL: 020884 FRAME: 0238

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CH \$40.00 12113272

ASSIGNMENT

WHEREAS, we, Chris D. Johnson, residing at 4541 Savannah Drive N.W., Rochester, Minnesota 55901; Kristi Paula Peterson, residing at 124 9th Avenue S.E., Rochester, Minnesota 55904; John Joseph Stecher, residing at 4374 Shetland Place N.W., Rochester, Minnesota 55901; and Matthew Ryan Weaver, residing at 4812 4th Street N.W., Rochester, Minnesota 55901; made certain new and useful inventions and improvements for which we executed an application for Letters Patent of the United States on _____, _____, and _____, respectively, which is entitled EXPANSION AND CONTRACTION OF LOGICAL PARTITIONS ON VIRTUALIZED HARDWARE.

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.

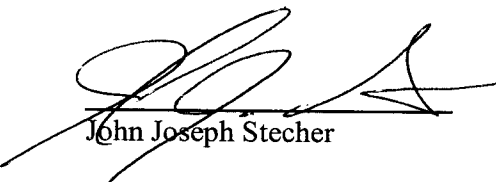
2-18-08
Date


Chris D. Johnson

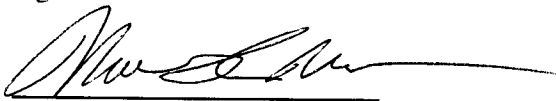
21 KP
4/18/08
Date


Kristi Paula Peterson

4/18/08
Date


John Joseph Stecher

4/24/08
Date


Matthew Ryan Weaver