

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>Nils D. Hoivik</td><td>05/19/2006</td></tr><tr><td>Ryan Linderman</td><td>07/13/2006</td></tr></tbody></table>  |   | Name          | Execution Date                              | Nils D. Hoivik      | 05/19/2006       | Ryan Linderman | 07/13/2006 |                |          |              |       |
| Name   | Execution Date                              |               |   |                     |                  |                |            |                |          |              |       |
| Nils D. Hoivik   | 05/19/2006                                  |               |   |                     |                  |                |            |                |          |              |       |
| Ryan Linderman   | 07/13/2006                                  |               |   |                     |                  |                |            |                |          |              |       |
| RECEIVING PARTY DATA   |   |               |   |                     |                  |                |            |                |          |              |       |
| <table border="1"><tr><td>Name:</td><td>International Business Machines Corporation</td></tr><tr><td>Street Address:</td><td>New Orchard Road</td></tr><tr><td>City:</td><td>Armonk</td></tr><tr><td>State/Country:</td><td>NEW YORK</td></tr><tr><td>Postal Code:</td><td>10504</td></tr></table> |   | Name:         | International Business Machines Corporation | Street Address:     | New Orchard Road | City:          | Armonk     | State/Country: | NEW YORK | Postal Code: | 10504 |
| 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>11358501</td></tr></tbody></table>   |   | Property Type | Number                                      | Application Number: | 11358501         |                |            |                |          |              |       |
| Property Type  | Number                                      |               |   |                     |                  |                |            |                |          |              |       |
| Application Number:  | 11358501                                    |               |   |                     |                  |                |            |                |          |              |       |
| CORRESPONDENCE DATA  |   |               |   |                     |                  |                |            |                |          |              |       |
| Fax Number: (202)293-6229<br><i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>  |   |               |   |                     |                  |                |            |                |          |              |       |
| Phone: 202-331-7111  |   |               |   |                     |                  |                |            |                |          |              |       |
| Email: ttucker@cblh.com  |   |               |   |                     |                  |                |            |                |          |              |       |
| Correspondent Name: Connolly Bove Lodge & Hutz LLP   |   |               |   |                     |                  |                |            |                |          |              |       |
| Address Line 1: 1875 Eye Street, Suite 1100  |   |               |   |                     |                  |                |            |                |          |              |       |
| Address Line 4: Washington, DISTRICT OF COLUMBIA 20006   |   |               |   |                     |                  |                |            |                |          |              |       |
| ATTORNEY DOCKET NUMBER:  | 20140-00346-US1                             |               |   |                     |                  |                |            |                |          |              |       |
| NAME OF SUBMITTER:   | Burton A. Amernick                          |               |   |                     |                  |                |            |                |          |              |       |
| Total Attachments: 6<br>source=assignment#page1.tif<br>source=assignment#page2.tif<br>source=assignment#page3.tif  |   |               |   |                     |                  |                |            |                |          |              |       |

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# ASSIGNMENT

YOR920050409US1  
(20140-00346-US1)  
Page 1 of 2

Whereas, We,

Nils D. Hoivik  
County of

City of Pleasantville  
and State of New York

Ryan Linderman  
County of

City of Zurich  
and Country of Switzerland

have invented certain improvements in OBTAINING ENHANCED LOCALIZED THERMAL INTERFACE REGIONS BY PARTICLE STACKING and have executed, respectively, a United States patent application therefor on

(1) \_\_\_\_\_

(2) \_\_\_\_\_

And whereas, INTERNATIONAL BUSINESS MACHINES CORPORATION, a corporation of New York, having a place of business at Armonk, New York 10504 (hereinafter called IBM), desires to acquire the entire right, title and interest in the said application and invention, and to any United States and foreign patents to be obtained therefor;

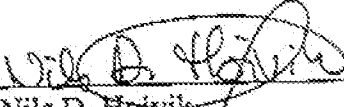
Now therefore, for a valuable consideration, receipt whereof is hereby acknowledged, We the above named hereby sell, assign, and transfer to IBM, its successors and assigns, the entire right, title and interest in the said application and invention therein disclosed for the United States and foreign countries, and all rights of priority resulting from the filing of said United States application, and we request the Commissioner of Patents to issue any Letters Patent granted upon the invention set forth in said application to IBM, its successors and assigns, and we hereby agree that IBM may apply for foreign Letters Patent on said invention and we will

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execute all papers necessary in connection with the United States and foreign applications when called upon to do so by IBM.

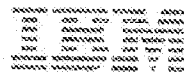
SIGNED AND SEALED

(1) signed at  
on May 19 2008

  
Nils D. Hoivik

(2) signed at  
on

Ryan Linderman



Dr. Ryan Linderman  
Birmensdorferstrasse 141  
8003 Zuerich  
Switzerland

IBM Research GmbH  
Zurich Research Laboratory  
 Säumerstrasse 4  
CH-8803 Rüschlikon, Switzerland  
Tel: +41 (0)44 724 81 11  
Fax: +41 (0)44 724 89 11  
[www.zurich.ibm.com](http://www.zurich.ibm.com)

Rüschlikon, July 12, 2006

## **Employment Agreement**

Dear Dr. Linderman

We have the pleasure to offer you a position in our IBM Research GmbH, Zurich Research Laboratory (IBM), under the following terms and conditions:

### **Activity / Field of Work**

You will be working as Research Staff Member in the Science & Technology Department and will report to Dr. Bruno Michel.

### **Entry date / Term of Employment**

Your new employment starts on August 1, 2006. You are regarded a regular employee.

This offer is subject to the prolongation your present working permit / prior to the start of the Agreement. Please provide us with a copy of your present copy.

### **Working Time and Compensation**

The official contractual working time is 40 hours per week (= 100%).

Your position is classified in band 9. You are regarded as an exempt employee as written in Art. 6.4 of our Regulations for Regular employees.

Your yearly gross salary will be CHF 126,000.-- (CHF 10,500.-- per month). An additional payment may be made once a year, subject to our Performance Bonus Program based on Art. 11 of our Regulations for Regular employees.

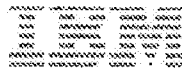
The mandatory contributions to social security (AHV, ALV etc) and the IBM pension plan will be deducted from your salary as well as, if applicable, taxation at the source.

### **Health Check List**

Enclosed you will find a Health Check List, which you should please fill in completely and send within the next 10 days after signing this Agreement to our IBM physician:  
Dr. med. Robert Müller, Bahnhofstrasse 19, CH-8803 Rüschlikon.

### **Miscellaneous**

Miscellaneous employment regulations such as vacation, salary in case of sickness and accident, etc. are to be found in the enclosed Regulations for Regular employees, which is an integral part of our employment conditions.



IBM Research GmbH  
Zurich Research Laboratory

All further regulations and guidelines as mentioned in the enclosed regulation you will find in our on-line employee handbook which you will be able to access on your first day of work with us.

May we ask you to review explicitly Art. 32 of the Regulations on inventions and ideas. Should you request to reserve any developments in which you have existing rights, title and interest and which are neither published nor filed with any patent office, please identify those developments either in the enclosed copy of your employment contract or in a separate addendum, if possible by giving title and dates of documents describing them.

Computer programs, in which you claim copyright, should be stored on a data carrier (diskette, CD or tape) and deposited together with a written list thereof with the Human Resources Department of the IBM Research Laboratory, Zurich on your first day of work. Computer programs which belong to you or to third parties may not be brought to IBM, except for the purpose of the aforementioned deposition. Exceptions therefrom may only be granted, if IBM has assessed that the program is free of rights of third parties, or the owner of the program has granted IBM in writing unlimited use.

In case you would like to request such an exemption, you should bring this to our attention in due course, such that the necessary authorization for the use of the computer program can be obtained in time. We would like to bring to your attention, that, irrespective of the origin of a computer program all improvements and developments which you create during your employment at IBM, belong to IBM and can generally not be made available to you or third parties after termination of your employment with IBM.

### Concluding Remarks

With your signature under this Agreement you agree that the foregoing is in accordance with your understanding and that you will abide by all Business Conduct Guidelines (BCG), Corporate Instructions, Information Technology Corporate Standards (ITCS) as well as local policies. You will be able to access these Instructions on the intranet from your starting date on.

May we ask you to return the signed copy of this Employment Agreement to the attention of Mr. Hans Hofmann, Human Resources Manager. We will be very pleased having you on board with us.

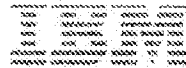
Sincerely yours,

Dr. Bruno Michel  
Manager Advanced Thermal Packaging

Hans Hofmann  
Human Resources Manager

Enclosures: Copy of this Employment Agreement  
Regulations for Regular employees  
Pensionskasse Reglement  
Health Check List

  
July 12 2006 zürich



IBM Research GmbH  
Zurich Research Laboratory

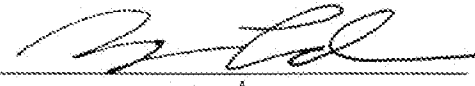
## Confirmation

I confirm that I accept the contents of this Employment Agreement, as well as the conditions established in the Regulations for Regular employees, particularly with the conveyance of inventions and idea rights to the IBM.

Place and Date:

Zürich July 13, 2006

Signature:

  
Ryan Linderman

**RECORDATION FORM COVER SHEET**  
**PATENTS ONLY**

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

Nils D. Hoivik (05/19/2006) and Ryan Linderman  
(7/13/2006)

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

**2. Name and address of receiving party(ies)**

Name: International Business Machines Corporation

Internal Address: \_\_\_\_\_

Street Address: \_\_\_\_\_

New Orchard Road

City: Armonk

State: New York

Country: United States of America Zip: 10504

Additional name(s) & address(es) attached? ☐ Yes ☒ No

**3. Nature of conveyance/Execution Date(s):**

Execution Date(s): in parentheses after inventor name

☒ Assignment ☐ Merger ☐ Change of Name

☐ Security Agreement ☐ Joint Research Agreement

☐ Government Interest Assignment

☐ Executive Order 9424, Confirmatory License

☐ Other \_\_\_\_\_

**4. Application or patent number(s):**

A. Patent Application No.(s)

11/358,501

☐ This document is being filed together with a new application.

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

**5. Name and address to whom correspondence concerning document should be mailed:**

Name: Burton A. Amernick  
CONNOLLY BOVE LODGE & HUTZ LLP

Internal Address: Atty. Dkt.: YOR920050409US1

Street Address: 1875 Eye Street, NW  
Suite 1100

City: Washington

State: DC Zip: 20006

Phone Number: (202) 331-7111

Fax Number: (202) 293-6229

Email Address: BAmernick@cblh.com

**6. Total number of applications and patents involved:**

1

**7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00**

☐ Authorized to be charged by credit card

☒ Authorized to be charged to deposit account

☐ Enclosed

☐ None required (government interest not affecting title)

**8. Payment Information**

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number \_\_\_\_\_  
Authorized User Name \_\_\_\_\_

**9. Signature:**

/Burton A. Amernick/

Signature

May 28, 2008

Date

Burton A. Amernick - 24,852

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

8