

PATENT ASSIGNMENT

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CONVEYING PARTY DATA	
Name	Execution Date
Richard Louis Arndt	05/13/2009
Randal Craig Swanberg	05/13/2009
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:	12468104
CORRESPONDENCE DATA	
Fax Number: (512)973-4257 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> Phone: 512-286-6504 Email: rogersb@us.ibm.com Correspondent Name: Libby Zehava Handelsman Address Line 1: 11400 Burnet Road Address Line 2: IBM - Intellectual Property Law Address Line 4: Austin, TEXAS 78758-3493	
ATTORNEY DOCKET NUMBER:	AUS920090031US1
NAME OF SUBMITTER:	Libby Zehava Handelsman
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ASSIGNMENT

Whereas, the undersigned Inventor(s) has/have made certain inventions, improvements, and discoveries (herein referred to as the "Richard Arndt") in:

SCALING ENERGY USE IN A VIRTUALIZED ENVIRONMENT

and further identified by the IBM Docket Number provided above in the header of this Assignment, for which an application for a United States Patent was executed concurrently herewith or was filed having:

Serial Number:

Whereas, International Business Machines Corporation, a corporation of New York having a place of business at Armonk, New York (herein referred to as "IBM"), desires to acquire, and each undersigned Inventor desires to grant to IBM, the entire worldwide right, title, and interest in and to the Invention and in and to any and all patent applications and patents directed thereto;

Now, therefore, for good and valuable consideration, the receipt and sufficiency thereof being hereby acknowledged, each undersigned Inventor ("ASSIGNOR") hereby sells, assigns, and otherwise transfers to IBM (the "ASSIGNEE"), its successors, legal representatives, and assigns, the entire worldwide right, title, and interest in and to the Invention, the above-identified United States patent application, and any and all other patent applications and patents for the Invention which may be applied for or granted therefor in the United States and in all foreign countries and jurisdictions, including all divisions, continuations, reissues, reexaminations, renewals, extensions, counterparts, substitutes, and extensions thereof, and all rights of priority resulting from the filing of such applications and granting of such patents. In addition, each undersigned Inventor hereby authorizes and requests the Director of the United States Patent and Trademark Office to issue any United States Patent, and foreign patent authorities to issue any foreign patent, granted for the Invention, to IBM, its successors, legal representatives, and assigns, the entire worldwide right, title, and interest in and to the same to be held and enjoyed by IBM, its successors, legal representatives, and assigns to the full end of the terms for which any and all such patents may be granted, as fully and entirely as would have been held and enjoyed by the undersigned had this Assignment not been made; and each undersigned Inventor agrees to execute any and all documents and instruments and perform all lawful acts reasonably related to recording this Assignment or perfecting title to the Invention and all related patents and applications, in IBM, its successors, legal representatives, and assigns, whenever requested by IBM, its successors, legal representatives, or assigns.

Each undersigned Inventor acknowledges their prior and ongoing obligations to sell, assign, and transfer the rights under this Assignment to IBM and is unaware of any reason why they may not have the full and unencumbered right to sell, assign, and transfer the rights hereby sold, assigned, and transferred, and has not executed, and will not execute, any document or instrument in conflict herewith. Each undersigned Inventor also hereby grants IBM, its successors, legal representatives, and assigns, the right to insert in this Assignment any further identification (including, but not limited to, patent application Serial Number) which may be necessary or desirable for recordation of this Assignment. This Assignment is governed by the substantive laws of the State of New York, and any disputes will be resolved in a New York state court or federal court sited in New York.

[Inventor Signature Pages Follow]

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Executed by Inventor 1 of 2

Signature: Richard Louis Arndt Date: 13 May 2009
RICHARD LOUIS ARNDT

Executed by Inventor 2 of 2

Signature: Randal Craig Swanberg Date: 5/13/2009
RANDAL CRAIG SWANBERG