PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Donald R. Dean Jr.	08/12/2009
Glen L. Miles	08/08/2009
Edmund J. Sprogis	08/20/2009
Anthony K. Stamper	08/24/2009

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:	12555981

CORRESPONDENCE DATA

Fax Number: (518)449-0047

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: Idukes-brown@hoffmanwarnick.com

Correspondent Name: Hoffman Warnick LLC
Address Line 1: 75 State Street, 14th Floor
Address Line 4: Albany, NEW YORK 12207

ATTORNEY DOCKET NUMBER:	BUR920090008US1
NAME OF SUBMITTER:	Spencer K. Warnick

Total Attachments: 24

501007337

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PATENT REEL: 023475 FRAME: 0921 0 1255598

CH \$40 00

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ASSIGNMENT

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

Title of the Invention: ARRANGING THROUGH SILICON VIAS IN IC LAYOUT

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:	(insert series code and serial number here if/when available)	
business at Armonk, New York Inventor desires to grant to IBM	s Machines Corporation, a corporation of New York having a place of (herein referred to as "IBM"), desires to acquire, and each undersigned I, the entire worldwide right, title, and interest in and to the Invention and lications and patents directed thereto;	
, ,	valuable consideration, the receipt and sufficiency thereof being hereby	

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.

Page 1 of 3

	Exe	cuted by Inventor 1	of 5
Signature://	Donald R. Dean Jr.) 	Date; <u>8/12/89</u>
	Exe	cated by Inventor 2	of 5
Signature:	Peter J. Lindgren		
	Exe	ocuted by Inventor 3	of 5
Signature:	Glen L. Miles	1	Date:
	Exc	ecuted by Inventor 4	4of 5
Signature:	Edmund J. Sprogis	T	Date:

Page 2 of 3

Executed by Inventor 5 of 5		
	75 /	
Signature:	Date:	
Anthony K. St	amper	

Page 3 of 3

Assignment Form final 081908.doc

ASSIGNMENT

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

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· · · · · · · · · · · · · · · · · · ·	Docket Number provided above in the header of this Assignment, for States Patent was executed concurrently herewith or was filed having:
Serial Number:	(insert series code and serial number here if/when available)
business at Armonk, New York (I Inventor desires to grant to IBM,	Machines Corporation, a corporation of New York having a place of herein referred to as "IBM"), desires to acquire, and each undersigned the entire worldwide right, title, and interest in and to the Invention and eations 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.

Page 1 of 3

Executed by Inventor 1 of 5	
Signature: Date: Date:	······································
Executed by Inventor 2 of 5	
Signature: Date: Date:	
Executed by Inventor 3 of 5	
Signature: <u>Al. J. Miles</u> Date: J. Glen L. Miles	August 5th, 2009
Executed by Inventor 4of 5	
Signature: Date: Edmund J. Sprogis	

Page 2 of 3

	Executed by Inventor 5 of 5
Signature:	Date:
	Anthony K. Stamper

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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,

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Page 1 of 3

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Signature: _	Date:Donald R. Dean Jr.	
·	Executed by Inventor 2 of 5	
Signature: _	Peter J. Lindgren	
	Executed by Inventor 3 of 5	
Sígnature:	Glen L. Miles	
	Executed by Inventor 4of 5	
Signature:	Edmund J. Sprogis Date:	8/20/2007

Page 2 of 3

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Signature:	Date:	
Anthony K. Stamper		

Page 3 of 3

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Signature:	Donald R. Dean Jr.
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Signature:	Peter J. Lindgren
	Executed by Inventor 3 of 5
Signature:	Date: Glen L. Miles
	Executed by Inventor 4of 5
Signature:	Date:

Page 2 of 3

		Executed by Inventor 5 of 5			
Signature: _	Anthony K	. Stamper	<u> </u>	Date:	2124/05

Page 3 of 3

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant:

Peter J. Lindgren

Conf. No.:

1668

Serial No.:

12/555,981

Art Unit:

Unknown

Filing Date: September 9, 2009

Examiner:

Unknown

Title: ARRANGING THROUGH SILICON

Docket No.: BUR920090008US1

(IBMB-0207)

VIAS IN IC LAYOUT

Commissioner for Patents

P.O. Box 1450

Alexandria, VA 22313-1450

DECLARATION REGARDING OWNERSHIP OF APPLICATION

Sir:

- I, Richard Kotulak, an Intellectual Property Law Attorney for International Business Machines Corp. (IBM), hereby declare that:
- 1. On information and belief, the attached Agreement Regarding Confidential Information, Intellectual Property, and Other Matters (the Agreement) was executed by Peter J. Lindgren in consideration of his employment with IBM:
- 2. On information and belief, the Agreement assigned all rights to any Developments, including inventions conceived by Peter J. Lindgren, which: (a) relate to the actual or anticipated business or research or development of IBM; or (b) are suggested by or result from any task or work performed by Peter J. Lindgren for or on behalf of IBM or its subsidiaries, while Peter J. Lindgren was employed by IBM;
- 3. On information and belief, the Agreement obligated Peter J. Lindgren to disclose any such Developments in writing to the IBM Intellectual Property Law Department;

12/555,981

1

- 4. On information and belief, the attached Disclosure BUR8-2008-0241 (the Disclosure) was created by Anthony K. Stamper to disclose an invention conceived by Peter J. Lindgren to the IBM Intellectual Property Law Department as part of his obligation under the Agreement;
- 5. On information and belief, the Disclosure describes an invention conceived by Peter J. Lindgren that: (a) relates to the actual or anticipated business or research or development of IBM; and/or (b) was suggested by or resulted from a task or work performed by Peter J. Lindgren for or on behalf of IBM or its subsidiaries;
- δ. On information and belief, the above-referenced patent application seeks patent protection for the invention described in the Disclosure; and
- 7. On information and belief, as a result of items 1-6, IBM is the exclusive owner of the above-referenced patent application.

I further declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further; that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application, any patent issuing thereon, or any patent which this verified statement is directed.

ard Rotulak, IP Law Attorney for IBM

12/555,981

2

Disclosure BUR8-2008-0241

Prepared for and/or by an IBM Attorney - IBM Confidential

Created By Tony Stamper On
Last Modified By Enterprise Agentmgr On

04:17:23 PM EDT

301:16:02 AM EST

* Title of disclosure (in English)

Through silicon via layout to avoid wafer breakage

Summary

Status	Final Decision (File)
Final deadline	
Final deadline reason	
Docket family	BUR9-2009-0008
* Processing location	Burlington
* Functional area	(Burlington - MD) All MD Inventors Located in Burlington
Attorney/Patent professional	Richard Kotulak/Burlington/IBM
Business Area Manager/IDT Lead	Jim Adkisson/Burlington/IBM
Evaluators	Bob Leidy/Burlington/IBM Bradley Orner/Burlington/IBM Frank White/Burlington/IBM Jed Rankin/Burlington/IBM Jennifer C Robbins/Burlington/IBM Jim Adkisson/Burlington/IBM Jim Nakos/Burlington/IBM Michael Hibbs/Burlington/IBM Natalie Feilchenfeld/Burlington/IBM
Submitted date	05/20/2008 03:44:23 PM EDT
Owning division	MD
Incentive program	
Lab	Wildermuth
* Technology code	101L1
Patent value tool (PVT) score	35

Inventors with a Blue Pages entry

Inventors: Tony Stamper/Burlington/IBM, Peter Lindgren/Burlington/IBM, Glen Miles/Burlington/IBM, Edmund Sprogis/Burlington/IBM, Donald Dean Jr/Burlington/IBM

	Inventor		Inventor	
Inventor Name	Serial	Div/Dept	Phone	Manager Name
Stamper, Anthony K.	220955	29/E1AA	446-8466	BENOIT, JOHN J.
Lindgren, Peter J.	775369	29/BEVV	446-3371	Rassel, Robert
> Míles, Glen L.	045534	29/ITNA	533-4480	Giewont, Kenneth J. (Ken)
Sprogis, Edmund J. (Ed)	086641	29/7VMA	446-2596	Berger, Daniel G.
Dean Jr., Donald R.	582375	29/9MIV	446-4175	Litten, Susan M.

> denotes primary contact

Inventors without a Blue Pages entry

To set the invention development team for a specific Functional Area and/or Technology Code, click on

"Select...Functional Area" or "Select...TechnologyCode" in the action bar.

Attorney/Patent professional	Richard Kotulak/Burlington/IBM	
Business area manager/IDT lead	Jim Adkisson/Burlington/IBM	<u> </u>
Evaluators	Bob Leidy/Burlington/IBM Bradley Orner/Burlington/IBM Frank White/Burlington/IBM Jed Rankin/Burlington/IBM Jennifer C Robbins/Burlington/IBM Jim Adkisson/Burlington/IBM Jim Nakos/Burlington/IBM Michael Hibbs/Burlington/IBM Natalie Feilchenfeld/Burlington/IBM	*
Other interested parties who may view this disclosure		
Date evaluation response due to IP Law	06/20/2008	

Main Idea

To view the main idea for this disclosure, click on this doclink --->(i) (If you are prompted to enter a server name, please enter D01DB068/01/A/IBM)

*Inventor Questions

* 1. Select the single most appropriate technology category for your invention from the following technologies list. (101L1) Tech Tag 100 Solid State Technologies-101L1 Silicides; Contacts & FEOL interconnects Comments

Are there any additional significant markets where the invention is likely to have impact?
if yes, please identify them:
* 2 Have you implemented the invention (e.g., made a prototype) or otherwise shown that it is workable?
if Yes, then what date
*3. Has the subject matter of the invention or a product incorporating the invention been offered for sale, or is it like
What product or service?
What is the product announce or release date or date on which the service was/will be provided? (for example, y
What is the significance of the invention within the product or service?
What feature?
* 4. Has the invention been commercially used (internally or externally) by IBM or another entity (for example, inclusioner)?
if Yes, please tell us the prototype/product/service, and when the use first started or is scheduled to start; Prototype/Product:
Date: 10 10 10 10 10 10 10 10 10 10 10 10 10
* 5. In what type of product or service might a competitor include the invention?
* What competitor(s) (indicate home country of such competitors if not United States)?
* 6. How easily can the use of the invention by a third party be detected?

* 7. Is the invention applicable to an Informat	ion Technology standard such as those likely to be developed by org
if Yes, what organization (if you know) and rand is IBM participating in the development	
To review the Information Technology stand	dards IBM is participating in, go to http://w3.lbm.com/standards
* 8. Have you, or any of the other inventors,	submitted this same invention disclosure or a similar invention disclos
if Yes, please provide the disclosure number	er:
	viously submitted or about to be submitted), products, patents, or put are solving, including other solutions to the problem), be they from y
* 10. Was the invention made in the course	of any activity that involved any other party, be it
The government	If you check "Yes" for this question, you will be prompted to provide contract number which country's government is issuing the contract division holding the contract government agency issuing the prime contract government program (if known)
A customer (such as RFQ, IGS engagement)	if yes, describe the activity
A non-IBM development partner (such as joint development activities)	if yes, describe the activity
As part of a standards setting activity	if yes, describe the activity
Other persons not employed by IBM	if yes, describe the activity
If Yes is answered to any of the above, plea party, client services principal, technical co	ase provide information sufficient to identify the activity (e.g., governmordinator, etc.)
* 11. Have you ever disclosed your invention	to anyone outside IBM, or do you plan to do so in the future?
disclosure:	e was (or will be) made, how made (or to be made), and whether or n
* 12a. Which ways could your invention be us	sed for services?
* 12b. How could your invention be applied t	to those services?

* 13. Will this invention disclosure describe any hardware, software, technology, or services, designed or customi satellites), government intelligence gathering, or weapons detection capacity?

- * 13a. Will this invention disclosure describe the creation of software (except as noted below**), ASICS, micropr
- · Commercially developed products which also have known applications to military, crime control, nuclear, mis
- · Materials (chemicals, metals, etc.) for use in the item immediately above
- Machine tools or robots or related equipment (e.g. numeric control programmed equipment)
- Acoustic, electromagnetic, or optical sensors, navigation or avionics equipment, ships or related equipment;
- · Commercially developed products which also have known applications to aircraft, marine, missile, space, or
- Biometrics, voice recognition, or fingerprint analysis systems used in crime control other than in "one to one" for integrated circuit microelectronics applications (including silicon or semiconductor processing equipment

Exceptions to software are inventions containing only the following technologies and enhancements to

- Commercial application software (e.g. retail store systems programs)
- Middleware (e.g. Websphere Application Server, Tivoli Configuration Manager, DB2, UDB, etc.)
- Operating System software (e.g. i5/OS, z/OS)
- · Code, functionality or tooling associated with any of the above (e.g. garbage collection associated with IBM's
- Code or functionality associated with business process improvements

The above question concerns technologies and possible export regulation requirements. If you have any questic invention disclosure and you wish to discuss them with an export regulations coordinator (ERC), you can find you on the complete of the complete of the content of the complete of the content of th

14. If the invention relates to a product or service that is outside the scope of your business unit, please recomm would provide a competent evaluation of your invention:

Final Evaluation Questions

To answer these questions, click

PATENT

REEL: 023475 FRAME: 0941

	Reasons for above answer:
	2. Novelty- Are one or more concept(s) of the invention novel over what is already known in the literature, exist
	Reasons for above answer:
В.	Valuation Questions 1. Adequacy of description
	keasons for answer.
	2. Technical contribution of invention:
va	Reasons for above answer:
	3. Describe the problem solved/benefit provided and the implementation cost of the invention compared to exist
	4. Are any alternatives to the invention available to those wishing to avoid its use?
	5. Describe the likelihood of use of the invention (answer each): IBM's customers? IBM's suppliers/vendors? IBM's competitors? IBM? Reasons for above answer:
	6. What % of third party products in the technical field will likely contain the invention?
	7. How long is the invention likely to be used in products by IBM or others? 8. How easily can use of the invention by a third party be detected?
,39	
Th	is team evaluation was entered by Jim Adkisson/Burlington/IBM on,
. ~~~~	hat is the team's evaluation of this disclosure? Search
	ate evaluated all a la comments aluation comments
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A. Threshold Questions

1. Operability - Is implementation of the invention possible?

Final Evaluation History Search (PVT Score = 35)	Who made the final evaluation Jim Adkisson/Burlington/IBM	Final evaluation date
rch Information		
Date sent:	*Target completion date:	Search results received date:
*		Who was the search sent to (This
		area is to designate a Local
		Searcher name or WAIPL):
		*Search type:
		*Features to be searched:
Target completion date		
Ship/return date		
Search conducted by	······	
I Decision		
Decision		
This decision was entered	by Richard Kotulak/Burlington/	IBM on
Decision: File	Status	: N/A
PPM area:		
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Date of final decision	<u> </u>	
Date of final decision	· · · · · · · · · · · · · · · · · · ·	
Additional filing informat	ion	
Additional filing informat	1011	
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Additional decision comments

Final Decision History

Entered File N/A

by Richard Kotulak Docket Family: BUR920090008

To add additional information related to this disclosure once it has been submitted, click the action button below and a new document will be opened for you to enter the new information. To view existing post disclosure information, double-click on the item in the list below (if there has been additional information entered), and the document will open for you to view.

(Form Disclosure, Revised 01-Dec-2006).

(1) -

Notes:///8525674500745375/19A5742299D1CC588525675C0049F89A/5353EE1C6D0355BA85 25757000226C72

Agreement Regarding Confidential Information and Intellectual Property

In consideration of my employment by International Business Machines Corporation (IBM) or my continued employment at will by IBM, and the payment to me of a salary or other compensation during my employment, I agree as follows:

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