

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Fred A. Bower III	05/18/2010
Deepak W. Elias	05/13/2010
Nikhil Hegde	05/19/2010
Jason M. Heim	05/20/2010
Sandhya Kapoor	05/24/2010
Gregory J. McKnight	05/20/2010
Peter Morjan	05/19/2010
Tony W. Offer	05/18/2010

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:	12829588

CORRESPONDENCE DATA

Fax Number: (512)472-9887  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 5124729881  
Email: michelle@biggerslaw.com  
Correspondent Name: BIGGERS & OHANIAN, LLP  
Address Line 1: P.O. BOX 1469  
Address Line 4: AUSTIN, TEXAS 78767-1469

ATTORNEY DOCKET NUMBER:

RPS920090061US2

PATENT

501223157

REEL: 024632 FRAME: 0193

CH \$40.00 12829588

NAME OF SUBMITTER:

Michelle Burns

**Total Attachments: 24**

source=RPS920090061US2\_Assignment#page1.tif  
source=RPS920090061US2\_Assignment#page2.tif  
source=RPS920090061US2\_Assignment#page3.tif  
source=RPS920090061US2\_Assignment#page4.tif  
source=RPS920090061US2\_Assignment#page5.tif  
source=RPS920090061US2\_Assignment#page6.tif  
source=RPS920090061US2\_Assignment#page7.tif  
source=RPS920090061US2\_Assignment#page8.tif  
source=RPS920090061US2\_Assignment#page9.tif  
source=RPS920090061US2\_Assignment#page10.tif  
source=RPS920090061US2\_Assignment#page11.tif  
source=RPS920090061US2\_Assignment#page12.tif  
source=RPS920090061US2\_Assignment#page13.tif  
source=RPS920090061US2\_Assignment#page14.tif  
source=RPS920090061US2\_Assignment#page15.tif  
source=RPS920090061US2\_Assignment#page16.tif  
source=RPS920090061US2\_Assignment#page17.tif  
source=RPS920090061US2\_Assignment#page18.tif  
source=RPS920090061US2\_Assignment#page19.tif  
source=RPS920090061US2\_Assignment#page20.tif  
source=RPS920090061US2\_Assignment#page21.tif  
source=RPS920090061US2\_Assignment#page22.tif  
source=RPS920090061US2\_Assignment#page23.tif  
source=RPS920090061US2\_Assignment#page24.tif

IBM DOCKET NUMBER: RPS9200090061US2

**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: **DATA PROCESSING WORKLOAD CONTROL**

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: 12/829,588 (insert series code and serial number here if/when available)

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]

Page 1 of 3

Assignment Form final 081908.doc

IBM DOCKET NUMBER: RPS9200090061US2

---

**Executed by Inventor 1 of 8**

---

Signature:  Date: 5/18/2010  
FRED A. BOWER, III

---

**Executed by Inventor 2 of 8**

---

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
DEEPAK W. ELIAS

---

**Executed by Inventor 3 of 8**

---

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
NIKHIL HEGDE

---

**Executed by Inventor 4 of 8**

---

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
JASON M. HEIM

Executed by Inventor 5 of 8

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
SADHYA KAPOOR

Executed by Inventor 6 of 8

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
GREGORY J. MCKNIGHT

Executed by Inventor 7 of 8

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
PETER MORJAN

Executed by Inventor 8 of 8

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
TONY W. OFFER

**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: **DATA PROCESSING WORKLOAD CONTROL**

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: 12829, 588 (insert series code and serial number here if/when available)

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]

Page 1 of 3

Assignment Form final 081908.doc

IBM DOCKET NUMBER: RPS9200090061US2

---

**Executed by Inventor 1 of 8**


---

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
FRED A. BOWER, III

---

**Executed by Inventor 2 of 8**

---

Signature: \_\_\_\_\_ Date: 5/13/10  
DEEPAK W. ELIAS

---

**Executed by Inventor 3 of 8**

---

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
NIKHIL HEGDE

---

**Executed by Inventor 4 of 8**

---

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
JASON M. HEIM

Page 2 of 3

Assignment Form final 081908.doc

IBM DOCKET NUMBER: RPS9200090061US2

---

**Executed by Inventor 5 of 8**

---

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
SADHYA KAPOOR

---

**Executed by Inventor 6 of 8**

---

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
GREGORY J. MCKNIGHT

---

**Executed by Inventor 7 of 8**

---

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
PETER MORJAN

---

**Executed by Inventor 8 of 8**

---

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
TONY W. OFFER

Page 3 of 3

Assignment Form final 081908.doc



IBM DOCKET NUMBER: RPS9200090061US2

**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: **DATA PROCESSING WORKLOAD CONTROL**

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: 12829,588 (insert series code and serial number here if/when available)

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]

Page 1 of 3

Assignment Form final 081908.doc

IBM DOCKET NUMBER: RPS9200090061US2

\_\_\_\_\_  
| Executed by Inventor 1 of 8Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
FRED A. BOWER, III\_\_\_\_\_  
| Executed by Inventor 2 of 8Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
DEEPAK W. ELIAS\_\_\_\_\_  
| Executed by Inventor 3 of 8Signature:  Date: 05/19/2010  
NIKHIL HEGDE\_\_\_\_\_  
| Executed by Inventor 4 of 8Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
JASON M. HEIM

Executed by Inventor 5 of 8

---

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
SADHYA KAPOOR

Executed by Inventor 6 of 8

---

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
GREGORY J. MCKNIGHT

Executed by Inventor 7 of 8

---

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
PETER MORJAN

Executed by Inventor 8 of 8

---

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
TONY W. OFFER

IBM DOCKET NUMBER: RPS9200090061US2

**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: **DATA PROCESSING WORKLOAD CONTROL**

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: 12829,588 (insert series code and serial number here if/when available)

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]

Page 1 of 3

Assignment Form final 081908.doc

**PATENT**  
**REEL: 024632 FRAME: 0204**

Executed by Inventor 1 of 8

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
FRED A. BOWER, III


Executed by Inventor 2 of 8

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
DEEPAK W. ELIAS

Executed by Inventor 3 of 8

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
NIKHIL HEGDE

Executed by Inventor 4 of 8

Signature:  \_\_\_\_\_ Date: 5/26/2010  
JASON M. HEIM

**Executed by Inventor 5 of 8**

---

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
SANDHYA KAPOOR

**Executed by Inventor 6 of 8**

---

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
GREGORY J. MCKNIGHT

**Executed by Inventor 7 of 8**

---

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
PETER MORJAN

**Executed by Inventor 8 of 8**

---

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
TONY W. OFFER

**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: **DATA PROCESSING WORKLOAD CONTROL**

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: 12/829,588 (insert series code and serial number here if/when available)

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]

Page 1 of 3

Assignment Form final 081908.doc

IBM DOCKET NUMBER: RPS9200090061US2

**Executed by Inventor 1 of 8**

---

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
FRED A. BOWER, III

**Executed by Inventor 2 of 8**

---

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
DEEPAK W. ELIAS

**Executed by Inventor 3 of 8**

---

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
NIKHIL HEGDE

**Executed by Inventor 4 of 8**

---

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
JASON M. HEIM

Page 2 of 3

Assignment Form final 081908.doc



Executed by Inventor 5 of 8

Signature: Sandhya Kapoor Date: 5/24/10  
SANDHYA KAPOOR  
NO

Executed by Inventor 6 of 8

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
GREGORY J. MCKNIGHT

Executed by Inventor 7 of 8

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
PETER MORJAN

Executed by Inventor 8 of 8

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
TONY W. OFFER

**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: **DATA PROCESSING WORKLOAD CONTROL**

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: 12/829,588 (insert series code and serial number here if/when available)

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]

Page 1 of 3

Assignment Form final 081908.doc

**Executed by Inventor 1 of 8**

---

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
FRED A. BOWER, III

**Executed by Inventor 2 of 8**

---

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
DEEPAK W. ELIAS

**Executed by Inventor 3 of 8**

---

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
NIKHIL HEGDE

**Executed by Inventor 4 of 8**

---

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
JASON M. HEIM

IBM DOCKET NUMBER: RPS9200090061US2

Executed by Inventor 5 of 8

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
SADHYA KAPOOR

Executed by Inventor 6 of 8

Signature: *Gregory J. McKnight* Date: 6/20/2010  
GREGORY J. MCKNIGHT

Executed by Inventor 7 of 8

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
PETER MORIAN

Executed by Inventor 8 of 8

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
TONY W. OFFER

**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: **DATA PROCESSING WORKLOAD CONTROL**

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: 12/829,588 (insert series code and serial number here if/when available)

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]

Page 1 of 3

Assignment Form final 081908.doc

Executed by Inventor 1 of 8

---

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
FRED A. BOWER, III

Executed by Inventor 2 of 8

---

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
DEEPAK W. ELIAS

Executed by Inventor 3 of 8

---

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
NIKHIL HEGDE

Executed by Inventor 4 of 8

---

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
JASON M. HEIM

IBM DOCKET NUMBER: RPS9200090061US2

1Executed by Inventor 5 of 8

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
SADHYA KAPOOR

1Executed by Inventor 6 of 8

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
GREGORY J. MCKNIGHT

1Executed by Inventor 7 of 8

Signature: Peter Morjan Date: 05/19/2010  
PETER MORJAN

1Executed by Inventor 8 of 8

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
TONY W. OFFER

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:

Title of the Invention: **DATA PROCESSING WORKLOAD CONTROL**

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: 12/829,588 (insert series code and serial number here if/when available)

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]

Page 1 of 3

Assignment Form final 081908.doc



**Executed by Inventor 1 of 8**

---

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
FRED A. BOWER, III

**Executed by Inventor 2 of 8**

---

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
DEEPAK W. ELIAS

**Executed by Inventor 3 of 8**

---

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
NIKHIL HEGDE

**Executed by Inventor 4 of 8**

---

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
JASON M. HEIM

IBM DOCKET NUMBER: RPS9200090061US2

---

**Executed by Inventor 5 of 8**

---

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
SADHYA KAPOOR

---

**Executed by Inventor 6 of 8**

---

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
GREGORY J. MCKNIGHT

---

**Executed by Inventor 7 of 8**

---

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
PETER MORJAN

---

**Executed by Inventor 8 of 8**

---

Signature: Tony Offer Date: May 18, 2010  
TONY W. OFFER