

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Richard V. Hom	09/15/2010
Eric M. Nelson	09/17/2010
James C. North	09/01/2010
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	International Business Machines Corporation
<b>Street Address:</b>	New Orchard Road
<b>City:</b>	Armonk
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10504
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	12893453
<b>CORRESPONDENCE DATA</b>	
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<b>Address Line 1:</b>	1881 Western Avenue
<b>Address Line 2:</b>	Suite 180
<b>Address Line 4:</b>	Albany, NEW YORK 12203
<b>ATTORNEY DOCKET NUMBER:</b>	END920100041US1
<b>NAME OF SUBMITTER:</b>	Darrell L. Pogue

CH \$40.00 12893453

Total Attachments: 8  
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## PATENT ASSIGNMENT FORM

For and in consideration of good and valuable consideration, the receipt and sufficiency thereof being hereby acknowledged, each undersigned inventor acknowledges his/her prior and ongoing obligation to sell, assign, and transfer, and agrees to sell, assign, and transfer the entire world wide right, title and interest for the United States and all foreign countries, in and to any and all inventions and improvements conceived during and within the scope of his/her employment, and further acknowledges that he/she has sold, assigned, and transferred, and hereby sells, assigns, and transfers, unto:

**INTERNATIONAL BUSINESS MACHINES CORPORATION**  
**Armonk, New York 10504**

a corporation of New York, and IBM desires to acquire all right, title, and interest, in and to the certain inventions (identified below), applications, and any United States and foreign patents to be obtained therefore relating to:

**INTEGRATED JUST-IN-TIME SYNCHRONIZATION**

United States Patent

as set forth in United States Patent Application executed by each undersigned inventor on the date indicated by each inventor signature below, and further identified by **Attorney Docket Number END920100041US1**; executed concurrently herewith

for and to said United States Patent Application including any and all divisions or continuations thereof and in and to any and all Letters Patent of the United States and foreign patents and all rights of priority to be obtained therefore which may issue on any such application or for said invention therein disclosed, including any and all reissues or extensions thereof, to be held and enjoyed by, its successors, legal representatives and assigns to the full end of the term or terms for which any and all such Letters Patent may be granted as fully and entirely as would have been held and enjoyed by the undersigned had this Assignment not been made;

Each undersigned inventor hereby authorizes and requests the Commissioner of Patents and Trademarks to issue any and all such Letters Patent to IBM, its successors and assigns, in accordance herewith;

Each undersigned inventor warrants and covenants that he/she has the full and unencumbered right to sell and assign the interests hereby sold and assigned and that he/she has not executed and will not execute any document or instrument in conflict herewith;

Each undersigned inventor further covenants and agrees that he/she, upon the request and at the expense of the IBM, will execute and deliver any papers, make all rightful oaths, testify in any legal proceeding relating to said inventions and improvements, communicate to the IBM all facts known to the undersigned relating to such inventions and improvements and the history thereof; and perform all other lawful acts deemed necessary or desirable by IBM, and its legal representatives, to secure, maintain, and enforce patent protection for such inventions and improvements and for vesting title to such inventions and improvements in the IBM, and in particular to perfect title to said above-identified certain inventions, and applications including divisions and continuations thereof, and any and all Letters Patent which may be granted therefore or thereon, including reissues, extensions, or counterparts;

Each undersigned inventor hereby grants the IBM and the firm of the power to insert in this Assignment any further identification 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.

Executed by Inventor 1 of 2

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Signature: Richard V. Horn Date: 09/15/2010  
Richard V. Horn

Executed by Inventor 2 of 2

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Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Eric M. Nelson

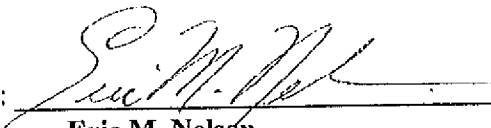
Executed by Inventor 1 of 2

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Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
**Richard V. Hom**

Executed by Inventor 2 of 2

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Signature:  \_\_\_\_\_ Date: 5/19/2010  
**Eric M. Nelson**

**ASSIGNMENT BY INVENTOR (UNITED STATES PATENTS and OTHER  
INTELLECTUAL PROPERTY RIGHTS)**

**THIS ASSIGNMENT**, is made by James North (hereinafter referred to as Assignor), residing at 4916 Tropical Court, Virginia Beach, VA 23464.

**WHEREAS**, Assignor, while employed by the Government of the United States of America, has written computer software code and/or related computer software documentation and/or has invented certain new and/or useful improvements described at Just-In-Time Wrapper Synchronization, Integrated Just-In-Time Synchronization, and Hybrid Just-In-Time Integration, a more detailed description of the U.S. Patent Application is located in the Office of the Force Judge Advocate, United States Joint Forces Command at the address provided below. The words Software and Property will hereinafter be interchangeable and will refer to the Software and/or to any related computer software documentation.

**WHEREAS**, The Government of the United States of America, as represented by the United States Joint Forces Command on behalf of the Department of Defense, a Federal Agency (hereinafter referred to as the Government), is desirous of acquiring the entire right, title and interest in and to said Software, in and to any inventions incorporated therein, and in and to any Letters Patent of the United States, and in and to any other intellectual property right(s) that are extant or are to be obtained therefore and thereon.

**WHEREAS**, by acquiring the Assignor's entire right, title, and interest in and to the Software and/or any related computer software documentation, the Government will be enabled to license any resultant invention and share the income from such licensing with the Assignor as allowed by law;

**WHEREAS**, the conditions under which the Software and/or any related computer software documentation, and/or invention incorporated therein were made are such as to entitle the Government under Paragraph 1(a) of Executive Order 10096, to the Assignor's entire right, title, and interest therein, including the foreign rights, or, in the alternate, to a non-exclusive license under Paragraph 1(b) of Executive Order 10096;

**WHEREAS**, the Assignor was informed that the Assignor could seek private legal counsel to discuss the legal rights that Assignor may have in, related to, or associated with, the Software; and

**WHEREAS**, as to foreign rights, it is the policy of the Government to obtain an option to exercise such rights, and, if available, it is the current intention to seek such rights;

**NOW, THEREFORE**, in consideration of the premises and other good and sufficient consideration, the receipt of which is hereby acknowledged, Assignor has assigned, transferred and set over, and by these presents does assign, transfer and set over, unto the Government, its successors, legal representatives and assigns, the entire right, title and interest in and to, and all liability associated with, the above-mentioned Software and computer software documentation if any, AS-IS, and all other intellectual property associated therewith including in and to any inventions incorporated therein, and in and to any and all direct and indirect divisions, continuations and continuations-in-part of any said application filed in respect to such Software, and any and all Letters Patent in the United States which may be granted therefore and thereon, and reissues, reexaminations and extensions of said Letters Patent, the same to be held and enjoyed by the Government, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent may be granted and/or extended and/or for the duration of any other intellectual property rights as applicable, as fully and entirely as the same would have been held and enjoyed by Assignor, had this Assignment not been made.

<b>U.S. Patent No.</b> (To Be Added when Available)	<b>Date</b> (To Be Added when Available)
<b>U.S. Patent Application Title:</b>  <b>U.S. Patent Application Serial No.</b> (To Be Added when Available)	<b>U.S. Patent Application Filing Date:</b>

AND for the same consideration, Assignor hereby represents and warrants to the Government, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, except for any rights, titles and/or interests that have arisen to the Government under law or that have already been transferred to the Government, Assignor is the lawful owner of the entire right, title and interest in and to the said Software and to any inventions incorporated therein and to all other intellectual property associated therewith, and that the same are unencumbered and that Assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, Assignor hereby covenants and agrees to and with the Government, its successors, legal representatives and assigns, that Assignor will sign all papers and documents, take all lawful oaths and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of any and all intellectual property rights including Letters Patent and applications for Letters Patent for said Software and inventions incorporated therein and for all other intellectual property associated therewith, without charge to the Government, its successors, legal representatives and assigns, whenever counsel of the Government, or counsel of its successors, legal representatives and assigns, shall advise: that any proceeding in connection with any intellectual property right and/or said inventions, or said Patent application for Letters Patent, or any proceeding in connection with any intellectual property right and/or said Letters Patent or applications for Letters Patent for said inventions including but not limited to interference proceedings, is lawful and desirable; or, that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue, reexamination or extension of any Letters Patent, to be obtained thereon, is lawful and desirable.

AND Assignor hereby requests the Commissioner of Patent and Trademarks to issue said Letters Patent of the United States to Assignee, as Assignee of said inventions and the Letters Patent to be issued thereon, for the sole use and benefit of the Government, its successors, legal representatives and assigns.

AND the Assignor does hereby also grant unto the Government, the option to take the Assignor's entire right, title, and interest in and to any invention or intellectual property incorporated in the Software and/or computer software documentation and all



patent applications or other forms of protection thereon in all countries foreign to the United States in which the Government may file, or cause to be filed, applications for Letters Patent or other forms of protection, without payment of any consideration; provided, however, that this grant of an option to take foreign rights in the invention, or applications or other forms of protection thereon, shall have force and effect only as to such applications for which a decision to file in foreign countries is made within eight months of the filing date of any application for United States Letters Patent and/or any provisional application covering the invention, or within eight months from the declassification of the invention, whichever is later, and that all foreign rights not exercised under the option are left to Assignor subject to a nonexclusive, irrevocable, royalty-free license to the Government in any patent or other form of protection which may issue on said Software, computer software documentation, and/or invention in any foreign country, including the power to issue sub-licenses for use in behalf of the Government and/or in furtherance of the foreign policies of the Government .

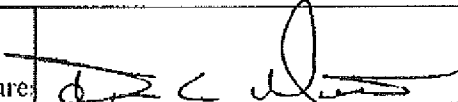
AND the Assignor hereby further agrees to make, execute, and deliver to the Government, any and all papers, documents, affidavits, statements, or other instruments that may be necessary in the prosecution of any application and of any continuation, continuation-in-part, division, or substitution of an application, or any application for reissue or extension of said Letters Patent, and to assist the Government in every way in protecting the intellectual property associated with the Software, computer software documentation, and/or any invention incorporated therein as may be requested, provided that any expense arising through such efforts will be paid by the Government.

AND Assignor hereby appoints all practitioners at the United States Joint Forces Command, all of which have the following business address: 1562 Mitscher Avenue, Ste 200, Norfolk, VA 23551, Attn: J00L, jointly, and each of them severally, my attorneys at law/patent agent(s), with full power of substitution, delegation and revocation, to prosecute any application filed in association with the Software, to make alterations and amendments therein, and to transact all business in the U. S. Patent and Trademark Office and in any other Intellectual Property office in connection therewith.

AND Assignor hereby grants the following individuals the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office any foreign patent office for recordation of this document:

United States Marine Corps

All practitioners at Customer Number 85902.

Date:	1 SEPT 2010	Signature:		Seal
			James North	

City/County of Norfolk  
Commonwealth of Virginia  
The foregoing instrument was acknowledged before me  
this 1st day of September, 2010  
by James C. North  
Margaret E. Davis Notary Public  
My commission expires 31 August 2012  
Notary Registration # 298975

