# PATENT ASSIGNMENT

# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
Philip R. Chauvet	08/18/2011
David C. Reed	08/18/2011
Max D. Smith	08/18/2011
Keith R. Smith	08/18/2011

#### 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:	13213544

# CORRESPONDENCE DATA

Fax Number: (801)531-1929

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

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Email: heather@kunzlerip.com Correspondent Name: Brian C. Kunzler Address Line 1: 8 East Broadway

Address Line 2: Suite 600

Salt Lake City, UTAH 84111 Address Line 4:

ATTORNEY DOCKET NUMBER:	TUC920110119US1
NAME OF SUBMITTER:	Brian C. Kunzler

## Total Attachments: 4

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**REEL: 026779 FRAME: 0522** 

**PATENT** 

### 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 SET AUTORECOVERY

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:

Application No.: 13/213,544 (insert series code /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 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 Page(s) Follows]

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Execu	uted by Inventor 1	
Signature: Philip R. Chauvet	Date: 444-18, 120(1	X
k vecs	uted by Inventor 2	
Exect	uted by faventor 2	<del></del>
Signature: Lul Ce  David C. Reed	Date: 8/18/2011	
Execu	cuted by Inventor 3	
Signature: Mus S. Smith	Date: 8/18/2011	
Exect	cuted by Inventor 4	
Signature:Keith R. Smith	Date:	

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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,

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 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 Page(s) Follows]

Page 1 of 2

Assignment Form.

# IBM DOCKET NUMBER: TUC920110119USI

	Executed by Inventor 1	
Signature: _	Philip R. Chauvet	
	Executed by Inventor 2	
Signature:	David C. Reed Date;	
	Executed by Inventor 3	
Signature;	Max D. Smith	
	Executed by Inventor 4	
Signature:	Keith R. Smith Date: 08/18/2011	

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Assignment Form.

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