

PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT2600450

SUBMISSION TYPE:	NEW ASSIGNMENT																		
NATURE OF CONVEYANCE:	ASSIGNMENT																		
CONVEYING PARTY DATA																			
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>JOHN A. BIVENS</td> <td>09/27/2013</td> </tr> <tr> <td>ABHAS BODAS</td> <td>09/27/2013</td> </tr> <tr> <td>YU DENG</td> <td>09/27/2013</td> </tr> <tr> <td>RICHARD E. HARPER</td> <td>09/27/2013</td> </tr> <tr> <td>RUCHI MAHINDRU</td> <td>10/01/2013</td> </tr> <tr> <td>HARIGOVIND V. RAMASAMY</td> <td>09/27/2013</td> </tr> <tr> <td>SOUMITRA SARKAR</td> <td>09/30/2013</td> </tr> <tr> <td>LONG WANG</td> <td>09/27/2013</td> </tr> </tbody> </table>		Name	Execution Date	JOHN A. BIVENS	09/27/2013	ABHAS BODAS	09/27/2013	YU DENG	09/27/2013	RICHARD E. HARPER	09/27/2013	RUCHI MAHINDRU	10/01/2013	HARIGOVIND V. RAMASAMY	09/27/2013	SOUMITRA SARKAR	09/30/2013	LONG WANG	09/27/2013
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<table border="1"> <tr> <td>Name:</td> <td>INTERNATIONAL BUSINESS MACHINES CORPORATION</td> </tr> <tr> <td>Street Address:</td> <td>NEW ORCHARD ROAD</td> </tr> <tr> <td>City:</td> <td>ARMONK</td> </tr> <tr> <td>State/Country:</td> <td>NEW YORK</td> </tr> <tr> <td>Postal Code:</td> <td>10504</td> </tr> </table>		Name:	INTERNATIONAL BUSINESS MACHINES CORPORATION	Street Address:	NEW ORCHARD ROAD	City:	ARMONK	State/Country:	NEW YORK	Postal Code:	10504								
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<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Application Number:</td> <td>14069738</td> </tr> </tbody> </table>		Property Type	Number	Application Number:	14069738														
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Application Number:	14069738																		
CORRESPONDENCE DATA																			
Fax Number:	(203)255-6570																		
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<i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i>																			
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CH \$40.00 14069738

ATTORNEY DOCKET NUMBER:	YOR920130478US1
NAME OF SUBMITTER:	MICHAEL J. COOPER
Signature:	/Michael J. Cooper/
Date:	11/01/2013
	This document serves as an Oath/Declaration (37 CFR 1.63).
Total Attachments: 7 source=YOR920130478US1_FiledAssignment_11012013#page1.tif source=YOR920130478US1_FiledAssignment_11012013#page2.tif source=YOR920130478US1_FiledAssignment_11012013#page3.tif source=YOR920130478US1_FiledAssignment_11012013#page4.tif source=YOR920130478US1_FiledAssignment_11012013#page5.tif source=YOR920130478US1_FiledAssignment_11012013#page6.tif source=YOR920130478US1_FiledAssignment_11012013#page7.tif	

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

John A. Bivens, Abhas Bodas, Yu Deng, Richard E. Harper, Ruchi Mahindru, Harigovind V. Ramasamy, Soumitra Sarkar and Long Wang

Additional name(s) of conveying party(ies) attached?

Yes X No

2. Name and address of receiving party(ies)

Name: International Business Machines Corporation

Internal Address:

Street Address: New Orchard Road

City: Armonk State: NY ZIP: 10504

Additional name(s) & address(es) attached? Yes X No

3. Nature of conveyance:

X Assignment Merger

Security Agreement Change of Name

Other

Execution Date: September 27, 2013 September 27, 2013, September 27, 2013, September 27, 2013, October 1, 2013, September 27, 2013, September 30, 2013, September 27, 2013

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s) 14/069,738 Filed November 1, 2013

B. Patent No.(s)

Additional numbers attached? Yes X No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Michael J. Cooper

Internal Address: Ryan, Mason & Lewis, LLP

Street Address: 1300 Post Road, Suite 205

City: Fairfield State: CT ZIP: 06824

6. Total number of applications and patents involved: 1

7. Total Fee (37 CFR 3.41)..... \$ 40.00

Enclosed

X Authorized to be charged to deposit account

8. Deposit account number 50-0510

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9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Michael J. Cooper

Reg. No. 57,749


Signature

November 1, 2013

Date

Total number of pages including cover sheet, attachments, and document: 7

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YOR920130478US1

**DECLARATION (37 C.F.R. 1.63) FOR UTILITY PATENT APPLICATION USING AN
APPLICATION DATA SHEET (37 C.F.R. 1.76) AND ASSIGNMENT**

Title of Invention: **SELECTED VIRTUAL MACHINE REPLICATION AND VIRTUAL
MACHINE RESTART TECHNIQUES**

As a below named inventor, I hereby declare that:

This declaration is directed to the attached application, or (if following box is checked):

☐ United States application or PCT international application number _____ filed on _____.

The above-identified application was made or authorized to be made by me.

I believe that I am the original inventor or an original joint inventor of a claimed invention in the application.

I have reviewed and understand the contents of the application, including the claims.

I am aware of the duty to disclose to the United States Patent and Trademark Office all information known to me to be material to patentability as defined in 37 CFR Section 1.56.

Whereas, the undersigned inventor(s) has/have made certain inventions, improvements, and discoveries (herein referred to as the "Invention") disclosed in the above-identified patent application and further identified by the IBM Docket Number provided above in the header of this document;


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 or has sold, assigns or has assigned, and otherwise transfers or has transferred 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.

I hereby acknowledge that any willful false statement made in this declaration is punishable under 18 U.S.C. 1001 by fine or imprisonment of not more than five (5) years, or both.

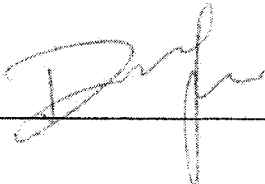
(1) Legal Name of Inventor: **John A. Bivens**

Signature:  Date: 9/27/2013

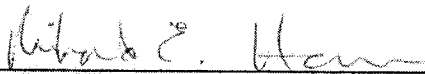
(2) Legal Name of Inventor: **Abhas Bodas**

Signature: _____ Date: _____

(3) Legal Name of Inventor: **Yu Deng**

Signature:  Date: 9/27/2013

(4) Legal Name of Inventor: **Richard E. Harper**

Signature:  Date: 9/27/2013

(5) Legal Name of Inventor: **Ruchi Mahindru**

Signature: _____ Date: _____

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.

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(1) Legal Name of Inventor: **John A. Bivens**

Signature: _____ Date: _____

(2) Legal Name of Inventor: **Abhas Bodas**

Signature: B. Abhas Date: 09/27/13

(3) Legal Name of Inventor: **Yu Deng**

Signature: _____ Date: _____

(4) Legal Name of Inventor: **Richard E. Harper**

Signature: _____ Date: _____

(5) Legal Name of Inventor: **Ruchi Mahindru**

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(1) Legal Name of Inventor: **John A. Bivens**

Signature: _____ Date: _____

(2) Legal Name of Inventor: **Abhas Bodas**

Signature: _____ Date: _____

(3) Legal Name of Inventor: **Yu Deng**

Signature: _____ Date: _____

(4) Legal Name of Inventor: **Richard E. Harper**

Signature: _____ Date: _____

(5) Legal Name of Inventor: **Ruchi Mahindru**

Signature:  _____ Date: 10/1/13

(6) Legal Name of Inventor: **Harigovind V. Ramasamy**

Signature: R. V. Ramasamy Date: 9/27/2013

(7) Legal Name of Inventor: **Soumitra Sarkar**

Signature: _____ Date: _____

(8) Legal Name of Inventor: **Long Wang**

Signature: L. Wang Date: 9/27/2013

(6) Legal Name of Inventor: **Harigovind V. Ramasamy**

Signature: _____ Date: _____

(7) Legal Name of Inventor: **Soumitra Sarkar**

Signature: Soumitra Sarkar Date: 9/30/2013

(8) Legal Name of Inventor: **Long Wang**

Signature: _____ Date: _____