

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3195970

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
CHARLES W. GAINNEY JR.	02/02/1970
DANIEL F. CASPER	03/13/2013
RECEIVING PARTY DATA	
Name:	INTERNATIONAL BUSINESS MACHINES CORPORATION
Street Address:	NEW ORCHARD ROAD
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State/Country:	NEW YORK
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PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14604151
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ATTORNEY DOCKET NUMBER:	POU920070216US4
NAME OF SUBMITTER:	THOMAS J. RYAN
SIGNATURE:	/Thomas J. Ryan/
DATE SIGNED:	01/23/2015
This document serves as an Oath/Declaration (37 CFR 1.63).	
Total Attachments: 5	
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**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: DETERMINING EXTENDED CAPABILITY OF A CHANNEL PATH

As a below named and undersigned 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, I ("ASSIGNOR") 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 (herein referred to as the "ASSIGNEE"), a corporation of New York having a place of business at Armonk, New York, desires to acquire, and I desire to grant to the ASSIGNEE, my 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, I hereby sell or have sold, assign or have assigned, and otherwise transfer or have transferred to the ASSIGNEE, its successors, legal representatives, and assigns, my 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, I hereby authorize and request 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 the ASSIGNEE, its successors, legal representatives, and assigns, my entire worldwide right, title, and interest in and to the same to be held and enjoyed by the ASSIGNEE, 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 me had this Assignment not been made; and I agree 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 the ASSIGNEE, its successors, legal representatives, and assigns, whenever requested by the ASSIGNEE, its successors, legal representatives, or assigns.

I acknowledge my prior and ongoing obligations to sell, assign, and transfer my rights under this

IBM DOCKET NUMBER: POU920070216US2

Assignment to the ASSIGNEE and am unaware of any reason why I may not have the full and unencumbered right to sell, assign, and transfer my rights hereby sold, assigned, and transferred, and have not executed, and will not execute, any document or instrument in conflict herewith. I also hereby grant the ASSIGNEE, 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: Charles W. Gainey, Jr.

Signature: PLEASE SEE ATTACHED SUBSTITUTE STATEMENT

(2) Legal Name of Inventor: Daniel F. Casper

Signature: Daniel F. Casper Date: 3-13-2013



Employee Confidential Information and Invention Agreement

(To be signed by all employees on the first day of employment)

In consideration of my employment by IBM:

1. I will not disclose to anyone outside of IBM, or use in other than IBM's business, any confidential information or material relating to the business of IBM or its subsidiaries, either during or after my IBM employment, except with IBM's written permission. I also understand that information and materials received in confidence from third parties by IBM and its subsidiaries is included within the meaning of this paragraph.
2. I will not disclose to IBM, or induce IBM to use, any confidential information or material belonging to others.
3. I will comply, and do all things necessary for IBM to comply, with United States Government regulations, and with provisions of contracts between the agencies of the United States Government or their contractors and IBM, which relate either to patent rights or to the safeguarding of information pertaining to the defense of the United States.
4. I hereby assign to IBM my entire right, title and interest in any invention or idea, patentable or not, hereafter made or conceived solely or jointly by me:
 - a. while working in IBM in an executive, managerial, planning, technical, research or engineering capacity (including development, manufacturing, systems, applied science, sales and customer engineering); and
 - b. which relates in any manner to the actual or anticipated business of IBM or its subsidiaries, or relates to its actual or anticipated research and development, or is suggested by or results from any task assigned to me or work performed by me for or on behalf of IBM;

except any invention or idea which I cannot assign to IBM because of a prior invention agreement with

none which is effective until
(Give name and date or write "none").

5. I agree that in connection with any invention or idea covered by paragraph 4:
 - a. I will disclose it promptly to the local IBM Patent Operations Manager; and
 - b. I will, on his request, promptly execute a specific assignment of title to IBM, and do anything else reasonably necessary to enable IBM to secure a patent therefor in the United States and in foreign countries.
6. I represent that I have indicated on the back of this form any inventions or ideas, not covered by Paragraph 4, in which I have any right, title or interest, and which were previously conceived either wholly or in part by me, but neither published nor filed in the United States Patent Office, and identified all of these.

If you do not have any inventions or ideas to indicate, write "none" on this line: none.

(It is in your interest to establish that any such inventions or ideas were made before employment by IBM. You should not disclose such inventions or ideas in detail, but only identify them by the titles and dates of documents describing them. If you wish to interest IBM in such inventions and ideas, you may submit them to IBM in accordance with the provisions outlined in IBM's Form MO5-4472.)

7. I acknowledge receipt of a copy of this agreement, and agree that with respect to the subject matter hereof, it is my entire agreement with IBM, superseding any previous oral or written communications, representations, understandings, or agreements with IBM or any official or representative thereof.

Witness:

Robert J. Manny
Employee's Manager or other
appropriate IBM representative

Signed:

Charles W. Givney, Jr.
Employee's Full Name

Date:

February 2, 1970

Date:

February 2, 1970

(If you have entered "none" in Paragraph 6, do not fill in this section.)

The following are inventions or ideas, not covered by Paragraph 4, in which I have any right, title or interest, and which were previously conceived either wholly or in part by me, but neither published nor filed in the United States Patent Office:

Description of Documents: (If applicable)

Title on Document	Date on Document	Name of Witness on Document
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>

Signed: _____
Employee's Full Name

Date: _____

MEMORANDUM TO: All Poughkeepsie Laboratory Personnel

SUBJECT: Handling Competitive Information

The attached sheet is self-explanatory. It is suggested that you retain it for reference.

IBM is very interested in making certain that all personnel have a clear understanding of the rules of the proper handling of competitive information. To insure that all of you have had the opportunity to read this policy, please sign this memorandum and return it with the personnel and payroll records you are completing during the orientation session on the first day of work.


N. A. Vogel

Manager of Lab. & Tech. Operations

NAV:REW:eab
Attachment

I have received and read the attached information.

February 2, 1970
date

Charles W. Gainey Jr.
signature

734364
serial number