

PATENT ASSIGNMENT COVER SHEET

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 Stylesheet Version v1.2

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SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	RINI KAUSHIK	08/06/2012
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:	14669565
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ATTORNEY DOCKET NUMBER:	ARC920140020US1	
NAME OF SUBMITTER:	STEVEN LAUT, REG. NO. 47736	
SIGNATURE:	/Steven Laut/	
DATE SIGNED:	05/26/2016	
Total Attachments: 2		
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source=Rini Kaushik_EmployeeAgreement#page2.tif		

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Agreement Regarding Confidential Information, Intellectual Property, and Other Matters

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2. During my employment with IBM and for two years following the termination of my employment for any reason, I will not directly or indirectly hire, solicit or make an offer to any employee of IBM to be employed or perform services outside of IBM. Also, I agree that during my employment with IBM and for one year following the termination of my employment for any reason, I will not directly or indirectly, solicit, for competitive business purposes, any customer of IBM with which I was involved as part of my job responsibilities during the last year of my employment with IBM. I acknowledge that IBM would suffer irreparable harm if I fail to comply with the foregoing, and that IBM would be entitled to any appropriate relief, including money damages, equitable relief and attorneys' fees.

3. I will not disclose to IBM, use in its business, or cause it to use, any information or material which is confidential to any third party unless authorized by IBM. In addition, I will not incorporate into any product used and/or sold by IBM, any copyrighted materials of any third party, unless authorized by IBM.

4. I will comply, and do all things necessary for IBM to comply, with (a) the laws and regulations of all governments under which IBM does business, (b) the provisions of contracts between any such government or its contractors and IBM that relate to intellectual property or to the safeguarding of information, and (c) IBM's corporate directives, including policies, issued from time to time as well as the IBM Business Conduct Guidelines as amended from time to time.

5. I hereby assign to IBM my entire right, title, and interest in any idea, concept, technique, invention, design (whether the design is ornamental or otherwise), computer programs and related documentation, other works of authorship, mask works, and the like (all hereinafter called "Developments"), hereafter made, conceived, written, or otherwise created solely or jointly by me, whether or not such Developments are patentable, subject to copyright protection or susceptible to any other form of protection which: (a) relate to the actual or anticipated business or research or development of IBM or its subsidiaries or (b) are suggested by or result from any task assigned to me or work performed by me for or on behalf of IBM or its subsidiaries.

In the case of any "other works of authorship", such assignment shall be limited to those works of authorship which meet both conditions (a) and (b) above.

California Notice: For Developments subject to California law, notwithstanding anything above to the contrary, I understand that this assignment does not apply to a Development which qualifies fully under the provisions of Section 2870 of the California Labor Code.

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I acknowledge that the copyright and any other intellectual property right in designs, computer programs and related documentation, and other works of authorship, created within the scope of my employment, belong to IBM by operation of law.

6. In connection with any of the Developments assigned by Paragraph 5: (a) I will promptly disclose them in writing to the IBM Intellectual Property Law Department; and (b) I will, on IBM's request, promptly execute a specific assignment of title to IBM or its designee, and do anything else reasonably necessary to enable IBM or such designee to secure a patent, copyright or other form of protection therefor in the United States and in other countries. In addition, I agree to promptly notify the IBM Intellectual Property Law Department in writing of any patent or patent application in which I am an inventor but which is not assigned by Paragraph 5 and which discloses or claims any Development made, conceived, or written while I am employed by IBM.

7. IBM and its licensees, successors, or assigns (direct or indirect) are not required to designate me as an author of any Development which is subject to Paragraph 5, when it is distributed, publicly or otherwise, or to secure my permission to change or otherwise alter its integrity. I hereby waive and release, to the extent permitted by law, all rights in and to such designation and any rights I may have concerning modifications of such Developments.

I understand that any rights, waivers, releases, and assignments herein granted and made by me are freely assignable by IBM and are for the benefit of IBM and its subsidiaries, licensees, successors, and assigns.

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Agreement Regarding Confidential Information, Intellectual Property, and Other Matters

8. I have identified all Developments not assigned by Paragraph 5 in which I have any right, title, or interest, and which were previously made or conceived solely or jointly by me, or written wholly or in part by me, but neither published nor filed in any patent office.

If I do not have any to identify, I have written "none" on this line: _____

9. I consent to IBM (or authorized services providers on IBM's behalf) collecting, using, storing, transferring, and making available information about me, such as my name, photo, contact information, career development and skills, in internal and external IBM databases or websites (including, without limitation, its online directories) anywhere in the world for legitimate business purposes.

IBM provides numerous opportunities for social computing through blogs, wikis, social networks, virtual worlds and other social media. I agree to comply with all IBM policies and practices regarding use of social computing tools and I understand that I am personally responsible for the content I post on any social computing tools (whether on IBM's internal platforms or on third party sites) and that any information I post, including any of my personal information, may be made broadly available to others, potentially inside or outside IBM, who have access to these tools.

10. The term "subsidiaries", as used in this Agreement, includes any entity owned or controlled, directly or indirectly, by International Business Machines Corporation.

11. The term "employment at will", as used in this Agreement, means the employment at the mutual consent of both me and IBM. Accordingly, either IBM or I can terminate the employment relationship at will, at any time, with or without cause or advance notice.

12. This Agreement supersedes all previous oral or written communications, representations, understandings, undertakings, or agreements relating to the subject matter hereof. Any waiver of a term in this Agreement and any amendment to this Agreement may only be made in a writing signed by the Senior Vice President of Human Resources for International Business Machines Corporation and myself.

13. This Agreement shall be governed by the laws of the State of New York, as if it had been executed and fully performed within such state. If any provision of this Agreement is unenforceable at law, the remainder shall remain in effect.

14. I recognize that any violation of my obligations described herein can result in disciplinary action, including dismissal from IBM, and any other appropriate relief for IBM including money damages, equitable relief and attorneys fees.

My agreement, and my acknowledgment of receipt of a copy of this Agreement, are indicated by my signature below.

RINI KAUSHIK

Employee's Full Name (please print)

Rini T Kaushik

Employee's Signature

290608

Employee Serial

08/06/2012

Date

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RECORDED: 05/26/2016

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