

PATENT ASSIGNMENT COVER SHEET

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 Stylesheet Version v1.2

EPAS ID: PAT3898283

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	DILIGENT TECHNOLOGIES CORPORATION	03/06/2009
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:	12407782
CORRESPONDENCE DATA		
Fax Number:	(408)971-4660	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>		
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Email:	alma@zilkakotab.com	
Correspondent Name:	ZILKA-KOTAB, PC	
Address Line 1:	1155 N. 1ST ST. SUITE 105	
Address Line 4:	SAN JOSE, CALIFORNIA 95112	
ATTORNEY DOCKET NUMBER:	TUC1P062D/TUC920085041US6	
NAME OF SUBMITTER:	DOMINIC M. KOTAB	
SIGNATURE:	/Dominic M. Kotab/	
DATE SIGNED:	06/01/2016	
Total Attachments: 3		
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source=Diligent_Assignment_to_IBM_4-9-08#page3.tif		

PATENT ASSIGNMENT

WHEREAS, Diligent Technologies Corporation, a Delaware corporation (referred to as "Company"), has ownership of the patent applications listed on Schedule A hereto, all patents which may issue therefrom, and all divisionals, reissues, substitutions, continuations, re-examinations and extensions thereof which may be pending in or granted by any patent office or forum throughout the world (referred to as the "Patents") and whereas Company owns all inventions disclosed and claimed in the Patents ("Inventions");

WHEREAS, International Business Machines Corporation, a New York corporation (referred to as "IBM"), desires to acquire the entire right, title and interest in and to the Inventions and Patents; and

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Company hereby transfers and assigns to IBM free and clear of all liens or other encumbrances, and IBM hereby accepts the transfer and assignment of, the entire right, title, and interest of Company in and to the Patents and Inventions, and all rights of priority resulting from the filing of the Patents; and Company hereby authorizes and requests the Commissioner of Patents and any other relevant authority to issue all patents related to the Patents to IBM as assignee of Company's entire right, title and interest therein.

Company also hereby transfers and assigns to IBM, and IBM hereby accepts the transfer and assignment of, any foreign rights to the Inventions and Patents, in all countries of the world, including the right to file applications, prosecute, and obtain patents under any treaty including the International Convention for the Protection of Industrial Property, the Patent Cooperation Treaty, and of the European Patent Convention. Company agrees that this executed document is recordable evidence of such transfer and assignment and further agrees to perform at IBM's expense, upon reasonable notice, such lawful acts and to execute any and all patent applications, assignments, affidavits, and any other papers in connection therewith necessary to perfect such foreign patent rights.

Upon the written request of IBM, Company hereby further agrees that Company will sign all lawful papers, execute all divisional, continuation, reissue, re-examination, and substitute applications, make all lawful oaths, and provide reasonable assistance to aid IBM, its successors, assigns and nominees to facilitate the prosecution and maintenance of the Patents in all countries of the world.

This transfer and assignment is effective as of April 18, 2008.

IN WITNESS WHEREOF, the parties hereto have executed this Patent Assignment by its respective duly authorized officer in their respective corporate names.

Diligent Technologies Corporation

By: Ari A. Kugler
Title: President of Diligent Technologies Corporation

Sign: 

Date: March 6, 2009

International Business Machines Corporation

By: Mark S. Petersen
Title: Director of Finance, Intellectual Property

Sign: _____

Date: _____

PATENT
REEL: 038766 FRAME: 0632

PATENT ASSIGNMENT

WHEREAS, Diligent Technologies Corporation, a Delaware corporation (referred to as "Company"), has ownership of the patent applications listed on Schedule A hereto, all patents which may issue therefrom, and all divisionals, reissues, substitutions, continuations, re-examinations and extensions thereof which may be pending in or granted by any patent office or forum throughout the world (referred to as the "Patents") and whereas Company owns all inventions disclosed and claimed in the Patents ("Inventions");

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By: Ari A. Kugler
Title: President of Diligent Technologies Corporation

Sign: _____

Date: _____

International Business Machines Corporation

By: Mark S. Petersen
Title: Director of Finance, Intellectual Property

Sign:  _____

Date: 05-MARCH-2009

Schedule A

PATENT APPLICATIONS				
Application No.	Filing Date	Title	Country	Owner
10/358,350	02/05/2003	Tape Storage Emulation for Open Systems Environments (abandoned 05/01/2006, before acquisition. Continuation filed under 11/338,313)	US	Diligent
PCT/US04/003303	02/04/2004	Tape Storage Emulation for Open Systems Environments	Nationalized	Diligent
11/338,313	01/23/2006	Tape Storage Emulation for Open Systems Environments	US	Diligent
10/941,632	09/15/2004	Systems and Methods for Efficient Data Searching, Storage and Reduction	US	Diligent
11/194,086	07/29/2005	Systems and Methods for Searching of Storage Data with Reduced Bandwidth Requirements – (Continuation-In-Part)	US	Diligent
PCT/US05/033363	09/15/2005	Systems and Methods for Searching and Storage of Data	Nationalized	Diligent