#### 503871538 06/15/2016

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3918187

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
MANISH GUPTA	11/11/2015
SREEKRISHNAN VENKITESWARAN	11/15/2015

### **RECEIVING PARTY DATA**

Name:	INTERNATIONAL BUSINESS MACHINES
Street Address:	NEW ORCHARD ROAD
City:	ARMONK
State/Country:	NEW YORK
Postal Code:	10504

## **PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	15182645

#### CORRESPONDENCE DATA

Fax Number: (518)449-0047

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.

Phone: 518-449-0044

Email: PTOCommunications@hoffmanwarnick.com

Correspondent Name: HOFFMAN WARNICK LLC

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Address Line 4: ALBANY, NEW YORK 12207

ATTORNEY DOCKET NUMBER:	IN920150140US2
NAME OF SUBMITTER:	JOHN A. MERECKI
SIGNATURE:	/John A. Merecki/
DATE SIGNED:	06/15/2016
	This document serves as an Oath/Declaration (37 CFR 1.63).

#### **Total Attachments: 4**

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**PATENT** REEL: 038914 FRAME: 0906 503871538

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PATENT REEL: 038914 FRAME: 0907

IBM DOCKET NUMBER: 1N920150140USI

# 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: DISASTER RECOVERY AS A DYNAMIC SERVICE

As a below named inventor, I hereby declare that:	
This declaration is directed to the attached application, or (if following box is checked	ed):
[ ] 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 inv	ention in the application.
I have reviewed and understand the contents of the application, including the claims	è
I am aware of the duty to disclose to the United States Patent and Trademark Office material to patentability as defined in 37 CFR Section 1.56.	all information known to me to b
Whereas, the undersigned inventor(s) has/have made certain inventions, improveme referred to as the "Invention") disclosed in the above-identified patent application at Docket Number provided above in the header of this document:	nts, and discoveries (herein nd further identified by the IBM
Whereas International Business Machines Corporation, a corporation of New York	having a place of business at

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

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#### IBM DOCKET NUMBER: IN920150140US1

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: Manish Gupta	ejika menganan kecamatan dalam d Garapatan dalam		
	Signature:		Date:	Nov 2015
(2)	Legal Name of Inventor: Sreekrishnan Venkiteswaran			
	Sionature:		Date:	

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IBM DOCKET NUMBER: 1N920150140USI

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

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This declaration is directed to the attached application, or (if following box is checked	d):
[ ] 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 inve	ention 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 a material to patentability as defined in 37 CFR Section 1.56.	all information known to me to b
Whereas, the undersigned inventor(s) has/have made certain inventions, improvement referred to as the "Invention") disclosed in the above-identified patent application and Docket Number provided above in the header of this document;	nts, and discoveries (herein d further identified by the IBM
Whereas, International Business Machines Corporation, a corporation of New York I	having a place of business at

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

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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: Ma	anish	Gupta
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	Dutas
Signature:	Date:

(2) Legal Name of Inventor: Sreekrishnan Venkiteswaran

Suelphine	15 How 2015
Signature:	Date.

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