

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5132924

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
CHARLES W. GAINNEY JR.	02/02/1970
DAN F. GREINER	07/09/2013
LISA C. HELLER	07/13/2013
DAMIAN L. OSISEK	07/12/2013
GUSTAV E. SITTMANN III	12/11/2000
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:	16126588
CORRESPONDENCE DATA	
Fax Number:	(518)452-5579
<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>	
Phone:	518-452-5600
Email:	sandy.light@hrfmlaw.com
Correspondent Name:	HESLIN ROTHENBERG FARLEY & MESITI P.C.
Address Line 1:	5 COLUMBIA CIRCLE
Address Line 4:	ALBANY, NEW YORK 12203
ATTORNEY DOCKET NUMBER:	POU920080073US11
NAME OF SUBMITTER:	BLANCHE E. SCHILLER
SIGNATURE:	/Blanche E. Schiller/
DATE SIGNED:	09/10/2018
This document serves as an Oath/Declaration (37 CFR 1.63).	
Total Attachments: 14	

source=H1229209#page1.tif
source=H1229209#page2.tif
source=H1229209#page3.tif
source=H1229209#page4.tif
source=H1229209#page5.tif
source=H1229209#page6.tif
source=H1229209#page7.tif
source=H1229209#page8.tif
source=H1229209#page9.tif
source=H1229209#page10.tif
source=H1229209#page11.tif
source=H1229209#page12.tif
source=H1229209#page13.tif
source=H1229209#page14.tif

Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number

**SUBSTITUTE STATEMENT IN LIEU OF AN OATH OR DECLARATION FOR UTILITY
OR DESIGN PATENT APPLICATION (35 U.S.C. 115(d) AND 37 CFR 1.64)**

Title of Invention	EXECUTION OF A PERFORM FRAME MANAGEMENT FUNCTION INSTRUCTION		
This statement is directed to			
<input checked="" type="checkbox"/> The attached application,			
OR			
<input type="checkbox"/> United States application or PCT international application number _____ filed on _____			
LEGAL NAME of inventor to whom this substitute statement applies:			
(E.g., Given Name (first and middle (if any)) and Family Name or Surname)			
Charles W. Gainey, Jr.			
Residence (except for a deceased or legally incapacitated inventor)			
City	State	Country	
Mailing Address (except for a deceased or legally incapacitated inventor)			
City	State	Zip	Country
I believe the above-named inventor or joint inventor to be the original inventor or an original joint inventor of a claimed invention in the application			
The above-identified application was made or authorized to be made by me			
I hereby acknowledge that any willful false statement made in this statement is punishable under 18 U.S.C 1001 by fine or imprisonment of not more than five (5) years, or both.			
Relationship to the inventor to whom this substitute statement applies			
<input type="checkbox"/> Legal Representative (for deceased or legally incapacitated inventor only),			
<input checked="" type="checkbox"/> Assignee,			
<input type="checkbox"/> Person to whom the inventor is under an obligation to assign,			
<input type="checkbox"/> Person who otherwise shows a sufficient proprietary interest in the matter (petition under 37 CFR 1.46 is required), or			
<input type="checkbox"/> Joint Inventor			

[Page 1 of 2]

This collection of information is required by 35 U.S.C. 115 and 37 CFR 1.63. The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 1 minute to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.

SUBSTITUTE STATEMENT

Circumstances permitting execution of this substitute statement:

- Inventor is deceased,
 Inventor is under legal incapacity,
 Inventor cannot be found or reached after diligent effort, or
 Inventor has refused to execute the oath or declaration under 37 CFR 1.63.

If there are joint inventors, please check the appropriate box below

- An application data sheet under 37 CFR 1.76 (PTO/AIA/14 or equivalent) naming the entire inventive entity has been or is currently submitted

OR

- An application data sheet under 37 CFR 1.76 (PTO/AIA/14 or equivalent) has not been submitted. Thus, a Substitute Statement Supplemental Sheet (PTO/AIA/11 or equivalent) naming the entire inventive entity and providing inventor information is attached. See 37 CFR 1.64(b).

WARNING:

Petitioner/applicant is cautioned to avoid submitting personal information in documents filed in a patent application that may contribute to identity theft. Personal information such as social security numbers, bank account numbers, or credit card numbers (other than a check or credit card authorization form PTO-2038 submitted for payment purposes) is never required by the USPTO to support a petition or an application. If this type of personal information is included in documents submitted to the USPTO, petitioners/applicants should consider redacting such personal information from the documents before submitting them to the USPTO. Petitioner/applicant is advised that the record of a patent application is available to the public after publication of the application (unless a non-publication request in compliance with 37 CFR 1.213(a) is made in the application) or issuance of a patent. Furthermore, the record from an abandoned application may also be available to the public if the application is referenced in a published application or an issued patent (see 37 CFR 1.14). Checks and credit card authorization forms PTO-2038 submitted for payment purposes are not retained in the application file and therefore are not publicly available.

PERSON EXECUTING THIS SUBSTITUTE STATEMENT:

Name Timothy M. Farrell, Reg. No. 37,321	Date (Optional) August 12, 2015
---	--

Signature

Timothy M. Farrell

APPLICANT NAME AND TITLE OF PERSON EXECUTING THIS SUBSTITUTE STATEMENT:

If the applicant is a juristic entity, list the applicant name and the title of the signer

Applicant Name **International Business Machines Corporation**

Title of Person Executing This Substitute Statement **Senior Counsel**

The signer, whose title is supplied above, is authorized to act on behalf of the applicant.

Residence of the signer (unless provided in an application data sheet, PTO/AIA/14 or equivalent):

City Alpine	State UT	Country US
--------------------	-----------------	-------------------

Mailing Address of the signer (unless provided in an application data sheet, PTO/AIA/14 or equivalent)
357 N. Main Street

City Alpine	State UT	Zip 84004	Country US
--------------------	-----------------	------------------	-------------------

Note Use an additional PTO/AIA/02 form for each inventor who is deceased, legally incapacitated, cannot be found or reached after diligent effort, or has refused to execute the oath or declaration under 37 CFR 1.63.



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. Gairney, 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
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Signed: _____
Employee's Full Name

Date: _____

IBM DOCKET NUMBER: POU920080073US4

**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: **EXECUTION OF A PERFORM FRAME MANAGEMENT FUNCTION
INSTRUCTION**

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.

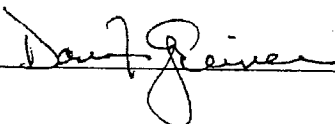
Each undersigned inventor acknowledges their prior and ongoing obligations to sell, assign, and transfer the rights under this Assignment to IBM and is unaware of any reason why they may not have the full and unencumbered right to sell, assign, and transfer the rights hereby sold, assigned, and transferred, 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: **Charles W. Gainey, Jr.**

Signature: (See Substitute Statement in Lieu of Oath or Declaration) Date: _____

(2) Legal Name of Inventor: **Dan F. Greiner**

Signature:  Date: 9 July 2013

(3) Legal Name of Inventor: **Lisa C. Heller**

Signature: _____ Date: _____

(4) Legal Name of Inventor: **Damian L. Osisek**

Signature: _____ Date: _____

(5) Legal Name of Inventor: **Gustav E. Sittmann, III**

Signature: (See Substitute Statement in Lieu of Oath or Declaration) Date: _____

IBM DOCKET NUMBER: POU920080073US4

**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: **EXECUTION OF A PERFORM FRAME MANAGEMENT FUNCTION
INSTRUCTION**

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.

IBM DOCKET NUMBER: POU920080073US4

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: **Charles W. Gainey, Jr.**

Signature: (See Substitute Statement in Lieu of Oath or Declaration) Date: _____

(2) Legal Name of Inventor: **Dan F. Greiner**

Signature: _____ Date: _____

(3) Legal Name of Inventor: **Lisa C. Heller**

Signature: Lisa C Heller Date: 7/13/13

(4) Legal Name of Inventor: **Damian L. Osisek**

Signature: _____ Date: _____

(5) Legal Name of Inventor: **Gustav E. Sittmann, III**

Signature: (See Substitute Statement in Lieu of Oath or Declaration) Date: _____

**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: **EXECUTION OF A PERFORM FRAME MANAGEMENT FUNCTION
INSTRUCTION**

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: **Charles W. Gaaney, Jr.**

Signature: (See Substitute Statement in Lieu of Oath or Declaration) Date: _____

(2) Legal Name of Inventor: **Dan F. Greiner**

Signature: _____ Date: _____

(3) Legal Name of Inventor: **Lisa C. Heller**

Signature: _____ Date: _____

(4) Legal Name of Inventor: **Damian L. Osisek**

Signature: *Damian Osisek* Date: 7/12/2013

(5) Legal Name of Inventor: **Gustav E. Sittmann, III**

Signature: (See Substitute Statement in Lieu of Oath or Declaration) Date: _____

Doc code: Oath
Document Description: Oath or declaration filed

BES/jb 0560.799F

PTO/AIA/02 (07-13)
Approved for use through 01/31/2014 OMB 0851-0032
U.S. Patent and Trademark Office, U.S. DEPARTMENT OF COMMERCE
Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number

**SUBSTITUTE STATEMENT IN LIEU OF AN OATH OR DECLARATION FOR UTILITY
OR DESIGN PATENT APPLICATION (35 U.S.C. 115(d) AND 37 CFR 1.64)**

Title of Invention	EXECUTION OF A PERFORM FRAME MANAGEMENT FUNCTION INSTRUCTION		
This statement is directed to			
<input type="checkbox"/> The attached application.			
OR			
<input type="checkbox"/> United States application or PCT international application number _____ filed on _____.			
LEGAL NAME of inventor to whom this substitute statement applies:			
(E.g., Given Name (first and middle (if any)) and Family Name or Surname)			
Gustav E. Sittmann, III			
Residence (except for a deceased or legally incapacitated inventor):			
City	State	Country	
Mailing Address (except for a deceased or legally incapacitated inventor)			
City	State	Zip	Country
I believe the above-named inventor or joint inventor to be the original inventor or an original joint inventor of a claimed invention in the application			
The above-identified application was made or authorized to be made by me.			
I hereby acknowledge that any willful false statement made in this statement is punishable under 18 U.S.C. 1001 by fine or imprisonment of not more than five (5) years, or both.			
Relationship to the inventor to whom this substitute statement applies.			
<input type="checkbox"/> Legal Representative (for deceased or legally incapacitated inventor only).			
<input checked="" type="checkbox"/> Assignee.			
<input type="checkbox"/> Person to whom the inventor is under an obligation to assign.			
<input type="checkbox"/> Person who otherwise shows a sufficient proprietary interest in the matter (petition under 37 CFR 1.46 is required), or			
<input type="checkbox"/> Joint Inventor.			

[Page 1 of 2]

This collection of information is required by 35 U.S.C. 115 and 37 CFR 1.63. The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 1 minute to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.

PATENT
REEL: 046830 FRAME: 0353

Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number

SUBSTITUTE STATEMENT

Circumstances permitting execution of this substitute statement:

- Inventor is deceased,
 Inventor is under legal incapacity,
 Inventor cannot be found or reached after diligent effort, or
 Inventor has refused to execute the oath or declaration under 37 CFR 1.63.

If there are joint inventors, please check the appropriate box below

- An application data sheet under 37 CFR 1.76 (PTO/AIA/14 or equivalent) naming the entire inventive entity has been or is currently submitted.

OR

- An application data sheet under 37 CFR 1.76 (PTO/AIA/14 or equivalent) has not been submitted. Thus, a Substitute Statement Supplemental Sheet (PTO/AIA/11 or equivalent) naming the entire inventive entity and providing inventor information is attached. See 37 CFR 1.64(b)

WARNING:

Petitioner/applicant is cautioned to avoid submitting personal information in documents filed in a patent application that may contribute to identity theft. Personal information such as social security numbers, bank account numbers, or credit card numbers (other than a check or credit card authorization form PTO-2038 submitted for payment purposes) is never required by the USPTO to support a petition or an application. If this type of personal information is included in documents submitted to the USPTO, petitioners/applicants should consider redacting such personal information from the documents before submitting them to the USPTO. Petitioner/applicant is advised that the record of a patent application is available to the public after publication of the application (unless a non-publication request in compliance with 37 CFR 1.213(a) is made in the application) or issuance of a patent. Furthermore, the record from an abandoned application may also be available to the public if the application is referenced in a published application or an issued patent (see 37 CFR 1.14). Checks and credit card authorization forms PTO-2038 submitted for payment purposes are not retained in the application file and therefore are not publicly available.

PERSON EXECUTING THIS SUBSTITUTE STATEMENT:

Name: Timothy M. Farrell, Reg. No. 37,321

Date (Optional) August 12, 2015

Signature

APPLICANT NAME AND TITLE OF PERSON EXECUTING THIS SUBSTITUTE STATEMENT:

If the applicant is a juristic entity, list the applicant name and the title of the signer

International Business Machines Corporation

Applicant Name

Title of Person Executing This Substitute Statement: Senior Counsel

The signer, whose title is supplied above, is authorized to act on behalf of the applicant

Residence of the signer (unless provided in an application data sheet, PTO/AIA/14 or equivalent):

City Alpine

State UT

Country US

Mailing Address of the signer (unless provided in an application data sheet, PTO/AIA/14 or equivalent)
357 N. Main Street

City Alpine

State UT

Zip 84004

Country US

Note Use an additional PTO/AIA/02 form for each inventor who is deceased, legally incapacitated, cannot be found or reached after diligent effort, or has refused to execute the oath or declaration under 37 CFR 1.63



7AD113
12-11-00

Agreement Regarding Confidential Information, Intellectual Property, and Other Matters

In consideration of my employment or my continued employment by International Business Machines Corporation or one of its subsidiaries (collectively, "IBM"), which I acknowledge is employment at will, and the payment to me of a salary or other compensation during my employment, I agree as follows:

1. I will not, without IBM's prior written permission, disclose to anyone outside of IBM or use in other than IBM's business, either during or after my employment, any confidential information or material of IBM, or any information or material received in confidence from third parties, such as suppliers or customers, by IBM. If I leave the employ of IBM, I will return to IBM all property in my possession belonging to IBM or received from any third party by IBM, whether or not containing confidential information, including, but not limited to, diskettes and other storage media, drawings, notebooks, reports, and other documents.

Confidential information or material of IBM is any information or material: (a) generated or collected by or utilized in the operations of IBM, received from any third party, or suggested by or resulting from any task assigned to me or work performed by me for or on behalf of IBM, and (b) which has not been made available generally to the public, whether or not expressed in a document or other medium and whether or not marked "IBM Confidential" or with any similar legend of IBM or any third party. Confidential information or material may include, but is not limited to, information and material related to past, present and future development, manufacturing activities, or personnel matters; marketing and business plans; technical specifications, drawings, and designs; prototypes; computer programs; and databases.

2. 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.
3. I will comply, and do all things necessary for IBM to comply, (a) with the laws and regulations of all governments under which IBM does business, (b) with 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) with all of the IBM Business Conduct Guidelines as amended from time to time.
4. 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.

The above provisions concerning assignment of Developments apply to Developments created while I am employed by IBM in an executive, managerial, professional, product or technical planning, technical, research, programming, or engineering capacity (including development, product, manufacturing, systems, applied science, and field engineering).

Excluded are any Developments that I cannot assign to IBM because of prior agreement with NONE

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

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.

5. In connection with any of the Developments assigned by Paragraph 4: (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 4 and which discloses or claims any Development made, conceived, or written while I am employed by IBM.
6. 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 4, 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.

7. I have identified all Developments not assigned by Paragraph 4 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: NONE

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

9. 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.

10. 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.

11. 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.

12. I recognize that any violation of my obligations described herein can result in disciplinary action, including dismissal from IBM.

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

Gustav E. Sittmann
Employee's Full Name (please print)
Maria Martinez
Employee's Manager / IBM Rep. (please print)

Gustav E. Sittmann
Employee's Signature
Maria Martinez
IBM Signature

7A0113
Employee Serial
12/11/00
Date

12/11/2000
Date

(If you have entered "none" in Paragraph 7, do not fill in this section.)

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

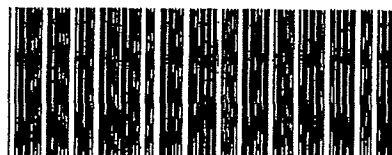
Description of Documents (if applicable):

Title on Document	Date on Document	Name of Witness on Document
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Signed: _____
Employee's Full Name
Date: _____

(It is in your interest to establish that any of the above were made, conceived, or written before your employment by IBM. You should not disclose them in detail, but identify them only by the titles and dates of documents describing them. If you wish to interest IBM in any of them, you may contact the Intellectual Property and Licensing Department at Corporate Headquarters, which will provide you with instructions for submitting them to IBM.)

ZM04-3097-13



PRINTED IN U.S.A.
PATENT