

## PATENT ASSIGNMENT COVER SHEET

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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
SRINATH NADIG SREEKANTASWAMY	06/17/2019
VINODRAJ KUPPUSAMY	06/12/2017
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<b>State/Country:</b>	NEW YORK
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<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	16443162
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<b>ATTORNEY DOCKET NUMBER:</b>	P201901095US01
<b>NAME OF SUBMITTER:</b>	PETER B. MANZO
<b>SIGNATURE:</b>	/Peter B. Manzo/
<b>DATE SIGNED:</b>	06/17/2019
<b>Total Attachments: 5</b>	
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source=P201901095US01_ExecutedAssignment_06-17-19 (ID 868515)#page4.tif	



**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: **PROVISIONING DISASTER RECOVERY RESOURCES ACROSS  
MULTIPLE DIFFERENT ENVIRONMENTS BASED ON CLASS OF SERVICE**

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 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: Srinath Nadig Sreekantaswamy

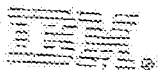
Signature: \_\_\_\_\_

Date: \_\_\_\_\_

(2) Legal Name of Inventor: Vinodraj Kuppusamy (DECEASED)

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



Serial #: 052598 Date of Hire: 12-June-2007

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 or affiliates (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 by IBM in confidence from third parties, such as suppliers or customers. If I leave the employ of IBM or at the request of IBM, I will return to IBM all property in my possession belonging to IBM or received by IBM from any third party, whether or not containing confidential information and whether stored on an IBM owned asset or a personally owned asset, including, but not limited to, electronic data, electronic files, diskettes and other storage media, drawings, notebooks, reports, and any other hard copy or electronic documents or records. No employee is prohibited from reporting possible violations of law or regulation to a government agency, as protected by law.

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; obtained from an entity IBM acquired or in which IBM purchased a controlling interest (including information or material received by that entity from a 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; pricing information; customer lists; technical specifications, drawings, and designs; prototypes; computer programs; and databases.

2. (a) During my employment with IBM and for two years following the termination of my employment from IBM for any reason, I will not directly or indirectly within the Restricted Area solicit, or attempt to or participate or assist in any effort to solicit, any employee of IBM to be employed or perform services outside of IBM. For purposes of this Paragraph 2(a), "Restricted Area" shall mean any geographic area in the world in which I worked or for which I had job responsibilities, including supervisory responsibilities, during the last twelve (12) months of my employment with IBM. Also, for purposes of this Paragraph 2(a), "employee of IBM" shall mean any employee of IBM who worked within this Restricted Area at any time in the 12-month period immediately preceding any actual or attempted solicitation.

(b) 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 with which I was directly or indirectly involved as part of my job responsibilities during the twelve (12) months prior to the termination of my employment with IBM. This paragraph 2(b) does not apply to any IBM employee whose work location as reflected in IBM records is within the state of California.

I acknowledge that IBM would suffer irreparable harm if I fail to comply with Paragraph 2(a) or (b), 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 or patented inventions of any third party, unless authorized by IBM pursuant to Paragraph 5.

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, without limitation, policies and information technology security standards 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 or trademark 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. If, by operation of law such right, title, and interest in Developments vest in IBM upon creation, I acknowledge that such right, title, and interest belong to IBM. Also, I hereby assign to IBM my entire right, title and interest in any such Developments that were or are suggested by or a result of any task assigned to me or work performed by me for or on behalf of any entity that IBM acquired or in which IBM purchased a controlling interest to the extent that any such right, title and interest is not already owned by said entity.

in the case of any "other works of authorship", such assignment or ownership 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 or ownership of Developments apply to Developments created while 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) or otherwise.

The assignment of Developments in this Paragraph 5 shall exclude any Developments in which I have a right, title, or interest and that were, prior to my employment with IBM, (1) conceived and/or made solely or jointly by me; (2) written wholly or in part by me; or (3) expressly stated in an agreement that I executed with another party which precludes an assignment to IBM (collectively, these exceptions to assigned Developments hereunder shall be known as "Excluded Developments"). Further, I acknowledge that I will not use or cause to be used, any Excluded Developments in IBM's business, research or development without a written or email authorization to do so from both my first and second line manager. For the avoidance of doubt, Excluded Developments shall not comprise any Developments that were or are suggested by or resulted from any task assigned to me or work performed by me for or on behalf of any entity that IBM acquired or in which IBM purchased a controlling interest. Unless assignment of my right, title, and interest in the Development is governed by an agreement executed prior to my IBM employment.

I hereby identify any and all Excluded Developments which are not published in a searchable public database (e.g., United States Patent & Trademark Office). In the following table I have provided a brief non-confidential description that sufficiently identifies the Excluded Development (e.g., title of publication), the creation date of the Excluded Development, and to the extent my rights to the Excluded Development are governed by an agreement, the other named party to the agreement and the date the obligation terminates.

If I do not have any Excluded Developments to declare I have left the following table blank or have written "None," "Non/Applicable," or a similar designation.

Description of Excluded Development	Date Created	Named Party/Termination Date

Additional pages may be attached, as appropriate to identify other Excluded Developments, if any IBM requires you to disclose Excluded Developments in this Paragraph 5. If you wish to interest IBM in any Excluded Development, you may contact the Intellectual Property and Licensing Department at Corporate Headquarters, which will provide you with instructions for submitting it to IBM.

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 therefore 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. I also agree to promptly notify the IBM Intellectual Property Law Department if, after I leave the employ of IBM, I am contacted by anyone or any entity outside of IBM regarding any transaction, legal or governmental proceeding, litigation or other legal dispute concerning or relating to any of the Developments assigned by Paragraph 5.

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.

8. I agree that IBM, its service providers and other third parties authorized by IBM will collect, use, store, make available to those who have a need-to-know, and otherwise process my personal information to establish, maintain and terminate my employment relationship with IBM and for other legitimate business purposes, anywhere in the world. Such personal information, whether provided to IBM, its service providers, or third parties directly by me or otherwise gathered, includes my name, photo, contact information, skills, compensation, performance, usage of IBM assets, background check results, bank account information, and disability or medical information.

I will not use for unauthorized purposes nor share with any unauthorized parties, either during or after my employment, any personal information about others to which I may have access during my employment at IBM.

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.

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

10. 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. However, this clause does not relieve me of my responsibility to serve the notice period in accordance with my terms of employment, in the event of my resignation from the services of IBM.

11. This Agreement supersedes all previous oral or written communications, representations, understandings, undertakings, or agreements relating to the subject matter hereof, except as expressly agreed otherwise by IBM in writing upon my hire or transfer of employment to IBM. 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.

12. This Agreement shall be governed by the laws of India. If any provision of this Agreement is unenforceable at law, the remainder shall remain in effect. I recognize that any violation of my obligations described herein would cause IBM to suffer irreparable harm and can result in disciplinary action, including dismissal from IBM, and any other appropriate relief for IBM including money damages, equitable relief and attorney's fees.

13. This Agreement shall constitute a part of my terms of employment with IBM, and is executed contemporaneously with my offer of employment/ employment contract with IBM.

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

Vinod K. GONDARAKI Kulkarni  
Employee's Full Name (please print)

[Signature]  
Employee's Signature

05259X  
Employee Serial

12-Jun-2017  
Date