

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5620567

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
CHARLES W. GAINNEY, JR.	02/02/1970
MICHAEL K. GSCHWIND	03/18/2014
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:	16512987
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:	jill.becker@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:	POU920140021US05
NAME OF SUBMITTER:	BLANCHE E. SCHILLER, ESQ.
SIGNATURE:	/Blanche E. Schiller/
DATE SIGNED:	07/16/2019
This document serves as an Oath/Declaration (37 CFR 1.63).	
Total Attachments: 6	
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**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	ARCHITECTURAL MODE CONFIGURATION		
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)			
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		January 4, 2017 Date (Optional):	
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: 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. Givney, 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: POU920140021US1

DECLARATION (37 C.F.R. 1.63) FOR UTILITY PATENT APPLICATION USING AN APPLICATION DATA SHEET (37 C.F.R. 1.76) AND ASSIGNMENTTitle of Invention: **ARCHITECTURAL MODE CONFIGURATION**

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: POU920140021US1

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. Gaincy, Jr.

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

(2) Legal Name of Inventor: Michael K. Gschwind

Signature: _____

Date: _____