

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5727255

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
ILYA VOLVOVSKI	03/23/2015
BRUNO HENNIG CABRAL	03/23/2015
MANISH MOTWANI	03/25/2015
THOMAS DARREL COCAGNE	03/24/2015
TIMOTHY W. MARKISON	03/25/2015
GARY W. GRUBE	03/25/2015
WESLEY LEGGETTE	03/24/2015
JASON K. RESCH	03/24/2015
MICHAEL COLIN STORM	09/07/2018
GREG DHUSE	03/23/2015
YOGESH RAMESH VEDPATHAK	03/23/2015
RAVI KHADIWALA	03/24/2015

RECEIVING PARTY DATA

Name:	CLEVERSAFE, INC.
Street Address:	222 S. RIVERSIDE PLAZA, STE. 1700
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60606

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	16151513

CORRESPONDENCE DATA

Fax Number: (888)762-9304

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.

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Email: dwatson@texaspatents.com

Correspondent Name: GARLICK & MARKISON

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PATENT

ATTORNEY DOCKET NUMBER:	CS01574C1
NAME OF SUBMITTER:	BRUCE E. STUCKMAN, PH.D.
SIGNATURE:	/Bruce E. Stuckman, Ph.D./
DATE SIGNED:	09/19/2019

Total Attachments: 21

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Application No.: 14/675,360
Filing Date: 3/31/2015
Patent No.: _____
Issue Date: _____

ASSIGNMENT

WHEREAS, the undersigned inventor(s), hereinafter called the "Assignors", have invented a new and useful invention entitled:

RELIABLY RECOVERING STORED DATA IN A DISPERSED STORAGE NETWORK

for which reference a full description is here made in an application for Letters Patent of the United States filed herewith or that was filed with the United States Patent and Trademark Office on the 31st day of March, 2015. The Assignors believe himself/herself/themselves to be the original inventor(s) of the invention disclosed and claimed in the application for Letters Patent.

WHEREAS, The entity identified immediately below having a principal office and place of business as identified, hereinafter called the "Assignee", is desirous of acquiring the entire right, title and interest in and to said invention, the application above identified, and in, to and under Letters Patent which may be obtained for said invention, as hereinafter more fully set forth;

Cleversafe, Inc.
222 S. Riverside Plaza, Ste. 1700
Chicago, IL 60606

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, be it known that for valuable legally sufficient consideration, the receipt of which by the Assignors from the Assignee is hereby acknowledged, the Assignors have sold, assigned and transferred, and by these presents do sell, assign and transfer unto the Assignee, its successors and assigns, the entire right, title and interest in and to the invention and the application herein above identified, any and all provisional patent applications from which the application claims priority, and all Letters Patents that may issue for the said invention, and all divisional, reissues, substitutions, continuations, and extensions thereof, to have and to hold for the sole and exclusive use and benefit of the Assignee, its successors and assigns to the full end of the term for which any and all of said Letters Patents for the said invention may issue.

FURTHER, be it known that the Assignors have sold, assigned and transferred, and by these presents do sell, assign and transfer unto the Assignee, its successors and assigns, the entire foreign rights to the invention disclosed in said application, in all countries of the world, including the right to file applications and obtain patents under the terms of the International Convention. Assignors further agree to execute any and all patent applications, assignments, affidavits, and any other papers in connection with any and all domestic and foreign patent applications identified herein or related to such identified patent applications in respective prosecution thereof and/or to perfect such patent rights.

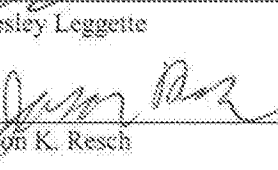
And the Assignors do hereby covenant and agree, for themselves and their legal representatives, that they will assist the Assignee in the prosecution of the application herein identified; in the making and prosecution of any other applications for Letters Patent that the Assignee may elect to make covering the invention herein identified, as herein before set forth, including any application for reissue, application for reexamination, application for foreign patent rights, or any proceeding in the United States Patent and

Trademark Office affecting the invention, investing in the Assignee exclusive title in and to all such other applications and Letters Patent; and in the prosecution of any interference which may arise involving said invention, or any application or Letters Patents herein contemplated; that they will promptly execute and deliver to the Assignee any and all additional papers and make all lawful oaths which may be requested by the Assignee to fully carry out the terms of this Assignment; and further that they will communicate to Assignee, or to its successors, assigns, and legal representatives, and facts known respecting said invention, and at the expense of the Assignee, testify in any legal proceedings, and generally do everything possible to aid the Assignee, its successors, assigns and nominees to obtain and enforce proper patent protection for said invention in all countries.

The United States Patent and Trademark Office is hereby authorized and requested to issue all Letters Patent to the Assignee in accordance with the terms of the assignment.

IN TESTIMONY WHEREOF, the Assignors have hereunto set their hands on the date indicated below. The undersigned hereby authorizes and requests the attorneys and/or agents of record in the application above identified, and in, to and under Letters Patent which may be obtained for said invention, to insert in this assignment the filing date and serial number of said application (and/or issue date and patent number of said corresponding Letters Patent) when officially known, if applicable.

Inventor(s):

	03/23/15		24 APR 2015
Ilya Velvovski	Date	Wesley Leggette	Date
	03/23/15		3-24-15
Bruno Hennig Cabral	Date	Jason K. Resch	Date
	03/25/15		
Manish Motwani	Date	Michael Colin Storm	Date
	5/24/15		3/23/15
Thomas Darrel Cocagne	Date	Greg Dhuse	Date
	3/25/2015		03/25/15
Timothy W. Markison	Date	Yogesh Ramesh Vedpathak	Date
	3/25/2015		3/24/15
Gary W. Grube	Date	Ravi Khadiwala	Date

Melanie Murdock

From: Michael Storm <mstorm7@gmail.com>
Sent: Friday, September 7, 2018 11:04 AM
To: Timothy Markison
Cc: Jim Nock; Melanie Murdock
Subject: Re: IBM patent applications

I agree.

On Fri, Sep 7, 2018 at 6:45 AM Timothy Markison <tmarkison@texaspatents.com> wrote:

Michael,

I hope you are doing well. The reason for this email is that you have expressed an interest in not participating as an inventor for IBM patent applications regarding Cleversafe technology.

To this end, we would like to come to an understanding and make going forward easy for you and for us.

As some background:

- By law, when you've been identified as an inventor for an invention and we file a patent application for the invention, we have to list you as an inventor.
- The law also allows us to file a patent application even if an inventor refuses to cooperate.
- The law further allows us to assign the patent application having a non-cooperative inventor to the inventor's employer (which is now IBM for your inventions).

So here is what I propose:

You stipulated that for all past, present, and future inventions regarding Cleversafe technology for which you are listed as an inventor, you refuse to cooperate with the preparation, filing, and prosecution of the patent application.

We will use your stipulation for such patent applications to file the appropriate paperwork with the patent office to assign the patent applications to IBM.

That's it.

If this is agreeable to you, please respond to this email by simply stating "I agree".

With your agreement, we won't have to bother you again regarding preparation, prosecution, and filing of patent applications.

Regards,

Tim Markison

106 E. 6th Street, Suite 900

Austin, TX 78701

(214) 676 1020 cell

(888) 456 7824 fax



The information contained in this communication is confidential, may be attorney-client privileged, may constitute inside information, and is intended only for the use of the addressee. Unauthorized use, disclosure or copying of this communication or any part thereof is strictly prohibited and may be unlawful.

**COMPANY DISCLOSURE LETTER TO THE
AGREEMENT AND PLAN OF MERGER
AMONG
INTERNATIONAL BUSINESS MACHINES CORPORATION,
RUDD ACQUISITION CORP.
AND
CLEVERSAFE, INC.**

This Company Disclosure Letter (this "Company Disclosure Letter") is provided in connection with that certain Agreement and Plan of Merger, dated as of October 5, 2015 (the "Agreement"), among International Business Machines Corporation, a New York corporation ("Parent"), Rudd Acquisition Corp., a Delaware corporation and wholly owned subsidiary of Parent ("Merger Sub"), and Cleversafe, Inc., a Delaware corporation (the "Company"). Capitalized terms used in this Company Disclosure Letter and not defined herein shall have the meanings set forth in the Agreement, unless the context indicates otherwise.

This Company Disclosure Letter is not intended to constitute, and shall not be construed as constituting, representations or warranties or covenants of the Company, except as and to the extent provided in the Agreement. The mere inclusion of any item in any section or subsection of this Company Disclosure Letter as an exception to any representation or warranty of the Agreement or otherwise will not be deemed to constitute an admission by the Company, or to otherwise imply, that any such item has had or would reasonably be expected to have a Company Material Adverse Effect or otherwise represents an exception or material development, fact, change, event, effect, occurrence or circumstance for the purposes of the Agreement, or that such item meets or exceeds a monetary or other threshold specified for disclosure in the Agreement. Matters disclosed in any section or subsection of this Company Disclosure Letter are not necessarily limited to matters that are required by the Agreement to be disclosed therein. The fact that any disclosure in this Company Disclosure Letter is not required to be disclosed in order to render the applicable representation or warranty to which it relates true, or that the absence of such disclosure in this Company Disclosure Letter would not constitute a breach of such representation or warranty, shall not be deemed or construed to expand the scope of any representation or warranty hereunder or to establish a standard of disclosure in respect of any representation or warranty. Any information disclosed in this Company Disclosure Letter under any section number shall be deemed to be disclosed and incorporated into any other section number where such disclosure would be appropriate and such appropriateness is readily apparent from the face of such disclosure. Headings inserted in the sections or subsections of this Company Disclosure Letter are for convenience of reference only and will not have the effect of amending or changing the express terms of the sections or subsections as set forth in the Agreement. Where the terms of a document or other disclosure item have been summarized or described in this Company Disclosure Letter, such summary or description does not purport to be a complete statement of the material terms of such document or other item.

PAGES 2 THROUGH 84 ARE REDACTED

Section 3.15

Intellectual Property

(a)(i)

Patents and patent applications:

See Attachment 3.15(a)(i)(1) attached hereto and incorporated herein by reference.

Invention disclosures:

See Attachment 3.15(a)(i)(1) attached hereto and incorporated herein by reference.

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PATENT

REEL: 050435 FRAME: 0010

AGREEMENT AND PLAN OF MERGER

among

INTERNATIONAL BUSINESS MACHINES CORPORATION,

RUDD ACQUISITION CORP.

and

CLEVERSAFE, INC.

Dated as of October 5, 2015

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AGREEMENT AND PLAN OF MERGER dated as of October 5, 2015 (this "Agreement"), by and among INTERNATIONAL BUSINESS MACHINES CORPORATION, a New York corporation ("Parent"), RUDD ACQUISITION CORP., a Delaware corporation and wholly owned subsidiary of Parent ("Merger Sub"), and CLEVERSAFE, INC., a Delaware corporation (the "Company").

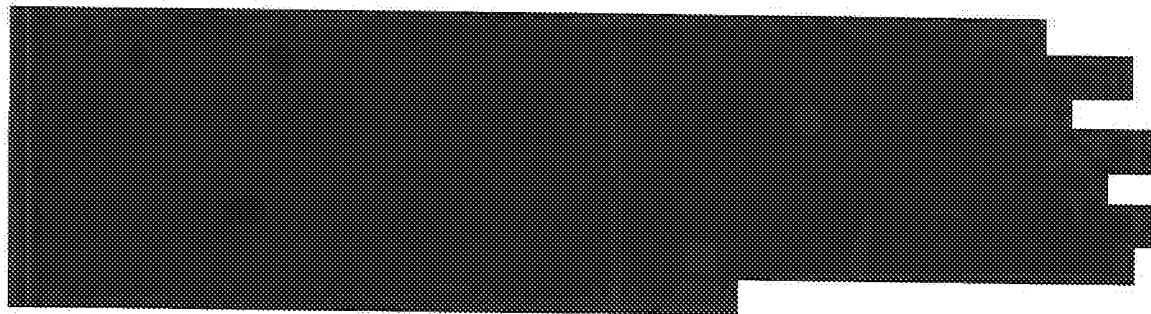
WHEREAS the Board of Directors of each of the Company and Merger Sub has declared it advisable and in the best interests of their respective stockholders that the Company and Merger Sub enter into this Agreement and consummate the merger, on the terms and subject to the conditions set forth in this Agreement, of Merger Sub with and into the Company after which the Company will be the surviving corporation and will become a wholly owned subsidiary of Parent (the "Merger"), all in accordance with the General Corporation Law of the State of Delaware (the "DGCL"), and such Boards of Directors have approved this Agreement, the Merger and the other transactions contemplated hereby;

[REDACTED]

[REDACTED]

[REDACTED]

PAGES 2 THROUGH 51 ARE REDACTED



SECTION 3.15. Intellectual Property. (a) Section 3.15(a)(i) of the Company Disclosure Letter sets forth a complete and correct list of all patents, patent applications, written invention disclosures, trademarks, trademark applications, tradenames, internet domain names, service marks, service mark applications, registered copyrights and applications therefor and all software that forms a part of the Company's products or services, including any associated documentation and documented bug fixes that are currently planned with respect thereto, if any, owned by or licensed to the Company or any of its Subsidiaries. The Company has delivered to Parent complete and correct copies of, and Section 3.15(a)(ii) of the Company Disclosure Letter sets forth a complete and correct list of, all license agreements relating to any Intellectual Property to which the Company or any of its Subsidiaries is a party or bound or to which any of its Intellectual Property is subject as of the date of this Agreement. The conduct of the business of the Company and its Subsidiaries, as previously and presently conducted, does not (i) conflict with, or result in any violation of, or default (with or without notice or lapse of time, or both) under any Intellectual Property right or Contract with any third party relating to Intellectual Property, (ii) give rise to any right, license or encumbrance relating to, any Intellectual Property owned by the Company or any of its Subsidiaries or with respect to which the Company or any of its Subsidiaries now has or has had any Contract with any third party, or any right of termination, cancellation or acceleration of any Intellectual Property right or obligation set forth in any Contract to which the Company or any of its Subsidiaries is a party or to which any of their respective properties or assets is subject or (iii) result in the loss or encumbrance of any Intellectual Property or benefit related thereto, or result in the creation of any Lien in or upon any Intellectual Property or right.

(b) Each of the Company and its Subsidiaries owns, is licensed or otherwise has the right to use (in each case, without payments to third parties and free and clear of any Liens), all Intellectual Property used in or necessary to carry on its business as presently conducted.

(c) All patents, trademark registrations, tradenames, design rights, internet domain names, service mark registrations and copyright registrations owned by the Company or any of its Subsidiaries have been duly registered and filed with or issued by, and all patent applications, design rights, trademark applications, service mark applications and copyright applications owned by the Company or any of its Subsidiaries have been duly registered and filed with or issued by, each appropriate Governmental

Entity in each jurisdiction indicated in Section 3.15(c) of the Company Disclosure Letter, all necessary affidavits of continuing use have been filed and all necessary maintenance fees have been paid to continue all such rights in effect.

[REDACTED]

[REDACTED]

[REDACTED]

(g) Each current or former Participant has assigned or otherwise transferred to the Company or one of its Subsidiaries all ownership and other rights of any nature whatsoever of such Person in any Intellectual Property owned or claimed to be owned by the Company or any of its Subsidiaries or used in the business of the Company or any of its Subsidiaries and such assignment or transfer is effective with respect to all such Intellectual Property, and no current or former Participant has a valid claim against the Company or any of its Subsidiaries in connection with the involvement of such Persons in the conception and development of any computer software or other Intellectual Property claimed to be owned by the Company or any of its Subsidiaries or used in the products or services of the Company or any of its Subsidiaries, and no such claim has been asserted or threatened.

(h) All Participants have executed and delivered to the Company or one of its Subsidiaries an employment, proprietary information and inventions assignment agreement in substantially the form set forth in Section 3.15(h) of the Company Disclosure Letter that restricts such Person's right to use and disclose confidential information of the Company and its Subsidiaries and pursuant to which either (i) in accordance with applicable Law, the Company or such Subsidiary has been accorded full, effective, exclusive and original ownership of all Intellectual Property relating to the business of the Company and its Subsidiaries and arising within the scope of their employment or engagement with the Company or any of its Subsidiaries or (ii) there has been conveyed to the Company or one of its Subsidiaries by appropriately executed

instruments of assignment full, effective and exclusive ownership of all tangible and intangible property, including all internet domain names registered in the name of the applicable Participant and used in the business of the Company or one of its Subsidiaries as previously conducted and as presently conducted and inventions relating to the business of the Company and its Subsidiaries and arising within the scope of their employment or engagement by or with the Company or any of its Subsidiaries without any reservation of rights or any exception relating to any assignment to any third party, complete and correct copies of which agreements have been delivered to Parent, and any such assignment or instrument of transfer is effective with respect to all such Intellectual Property. No alteration or modification was made by any party to any of the employment, proprietary information and inventions assignment agreements referred to above from the form of such agreements set forth in Section 3.15(h) of the Company Disclosure Letter, and each such agreement is in full force and effect. No director, officer, employee, independent contractor or consultant associated with any Person who has contributed to, or participated in, the conception and development of Intellectual Property for the Company or any of its Subsidiaries has asserted or threatened any claim against the Company or any of its Subsidiaries in connection with such Person's involvement in the conception and development of such Intellectual Property and, to the Knowledge of the Company, no such Person has a reasonable basis for any such claim. None of the Company or any of its Subsidiaries or any of their current or former Participants has any patents issued or applications pending for any device, process, method, design or invention of any kind now used or needed by the Company or any of its Subsidiaries in the furtherance of its business operations as presently conducted, which patents or applications have not been assigned to the Company or one of its Subsidiaries with such assignment duly recorded in the United States Patent and Trademark Office or with the applicable foreign Governmental Entity.



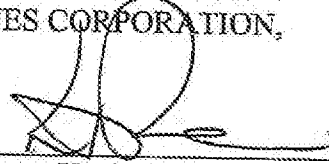
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IN WITNESS WHEREOF, each of the Company, Parent and Merger Sub has caused this Agreement to be signed by its signatories thereunto duly authorized as of the date first written above.

INTERNATIONAL BUSINESS
MACHINES CORPORATION,

By



Name: Kevin J. Reardon

Title: Vice President,

Corporate Development

[Signature Page to the Merger Agreement]

PATENT

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RUDD ACQUISITION CORP.,

By



Name: Cosmo L. Nista

Title: President


[Signature Page to the Merger Agreement]

PATENT

REEL: 050435 FRAME: 0021

CLEVERSAFE, INC.,

By



Name: John Morris

Title: President and Chief Executive
Officer

{Signature Page to the Merger Agreement}

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