

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5812353

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
HERVE G.P. ANDRE	05/28/2014
MATTHEW D. CARSON	05/27/2014
RASHMI CHANDRA	05/28/2014
CLINT A. HARDY	05/28/2014
LARRY JUAREZ	05/27/2014
TONY LEUNG	06/03/2014
TODD C. SORENSON	05/27/2014
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:	16677647
CORRESPONDENCE DATA	
Fax Number:	(310)556-7984
<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:	3105567983
Email:	pmdrop@ipmatters.com
Correspondent Name:	KONRAD RAYNES DAVDA & VICTOR LLP
Address Line 1:	350 S. BEVERLY DRIVE, SUITE 360
Address Line 4:	BEVERLY HILLS, CALIFORNIA 90212
ATTORNEY DOCKET NUMBER:	TUC920140102US04 18.545C3
NAME OF SUBMITTER:	PATRICIA MCLAUGHLIN
SIGNATURE:	/Patricia McLaughlin/
DATE SIGNED:	11/08/2019

Total Attachments: 12

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**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: **DETERMINING AN AVAILABILITY SCORE BASED ON AVAILABLE
RESOURCES OF DIFFERENT RESOURCE TYPES IN A DISTRIBUTED COMPUTING
ENVIRONMENT OF STORAGE SERVERS TO DETERMINE WHETHER TO PERFORM A
FAILURE OPERATION FOR ONE OF THE STORAGE SERVERS**

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
16/677,647 filed on 2019-11-07.

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

Page 1 of 3- Dec & Assign

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: **Herve G.P. ANDRE**

SIGNATURE:



DATE: 05/28/14

(2) Legal Name of Inventor: **Matthew D. CARSON**

SIGNATURE:

DATE:

(3) Legal Name of Inventor: **Rashmi CHANDRA**

SIGNATURE:

DATE:

(4) Legal Name of Inventor: **Clint A. HARDY**

SIGNATURE:

DATE:

(5) Legal Name of Inventor: Larry JUAREZ

SIGNATURE:

DATE:

(6) Legal Name of Inventor: Tony LEUNG

SIGNATURE:

DATE:

(7) Legal Name of Inventor: Todd C. SORENSON

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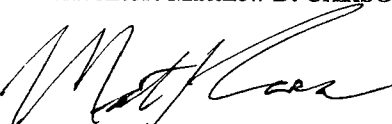
(1) Legal Name of Inventor: Herve G.P. ANDRE

SIGNATURE:

DATE:

(2) Legal Name of Inventor: Matthew D. CARSON

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 DATE: 5/27/14

(3) Legal Name of Inventor: Rashmi CHANDRA

SIGNATURE:

DATE:

(4) Legal Name of Inventor: Clint A. HARDY

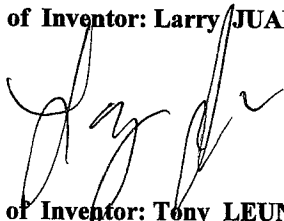
SIGNATURE:

 DATE: 5/28/14

Page 2 of 3- Dec & Assign

(5) Legal Name of Inventor: Larry JUAREZ

SIGNATURE:



DATE:

5/27/14

(6) Legal Name of Inventor: Tony LEUNG

SIGNATURE:

DATE:

(7) Legal Name of Inventor: Todd C. SORENSON

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DATE:

5/27/2014

IBM DOCKET NUMBER: TUC920140102US1
FIRM NUMBER: 0018.0545

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Rashmi Chandra DATE: 05/28/2014

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[X] United States application or PCT international application number

14/289,333 filed on May 28, 2014.

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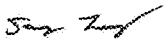
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DATE: 06/03/14

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