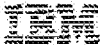


PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6466178

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
JAMES E. CAREY	05/21/1984
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:	17131999
CORRESPONDENCE DATA	
Fax Number:	(866)893-6754
<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:	417-319-6650
Email:	derekm@ideaprotect.com
Correspondent Name:	DEREK P. MARTIN
Address Line 1:	PO BOX 548
Address Line 4:	CARTHAGE, MISSOURI 64836
ATTORNEY DOCKET NUMBER:	P201702226AUS02
NAME OF SUBMITTER:	DEREK P. MARTIN
SIGNATURE:	/derekpmartin/
DATE SIGNED:	12/23/2020
Total Attachments: 2	
source=JamesCarey_EmploymentAgreement#page1.tif	
source=JamesCarey_EmploymentAgreement#page2.tif	



Agreement Regarding Confidential Information and Intellectual Property

In consideration of my employment by International Business Machines Corporation (IBM) or my continued employment at will by IBM, and the payment to me of the salary or other compensation that I shall receive during my employment, I agree as follows:

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

Confidential information or material of IBM or its subsidiaries is any information or material:

- (a) generated or collected by or utilized in the operations of IBM or its subsidiaries that relates to the actual or anticipated business or research and development of IBM or its subsidiaries, or
- (b) suggested by or resulting from any task assigned to me or work performed by me for or on behalf of IBM or its subsidiaries, and which has not been made available generally to the public.

2. I will not disclose to IBM or its subsidiaries, use in their business, or cause them to use, any information or material which is confidential to others.
3. I will comply, and do all things necessary for IBM and its subsidiaries to comply, with the laws and regulations of all governments under which IBM and its subsidiaries do business, and with provisions of contracts between any such government or its contractors and IBM or its subsidiaries that relate to intellectual property or to the safeguarding of information.
4. I hereby assign to IBM my entire right, title and interest in any idea, invention, design of a useful article (whether the design is ornamental or otherwise), computer program and related documentation, and other work of authorship (all hereinafter called "Developments"), hereafter made or conceived solely or jointly by me, or created wholly or in part by me, whether or not such Developments are patentable, copyrightable or susceptible to other forms of protection, and the Developments:
 - (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 work of authorship," such assignment shall be limited to those works of authorship which meet both conditions (a) and (b) above.

The above provisions concerning assignment of Developments apply only while I am employed by IBM in an executive, managerial, 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 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 to IBM Patent Operations or IBM management as appropriate; and
 - (b) I will, on IBM's request, promptly execute a specific assignment of title to IBM, and do anything else reasonably necessary to enable IBM to secure a patent, copyright or other form of protection therefor in the United States and in other countries.
6. IBM and its subsidiaries and their licensees (direct and indirect) are not required to designate me as author of any design, computer program or related documentation, or other work of authorship assigned in Paragraph 4 when distributed publicly or otherwise, nor to make any distribution. I waive and release, to the extent permitted by law, all my rights to the foregoing.
7. I have identified on the back hereof 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: _____

(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 External Submissions at Corporate Headquarters, which will provide you with instructions for submitting them to IBM.)

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

9. With respect to the subject matter hereof, this is my entire agreement with IBM, and it supersedes (to the extent enforceable) all previous oral or written communications, representations, understandings, undertakings, or agreements by or with IBM.

10. I acknowledge receipt of a copy of this Agreement.







Signed: James E. Carey JAMES E. CAREY Employee's Serial: 015516 Date: 21 May 1984
Employee's Full Name

IBM Representative: M. Dalton Date: 5-21-84
Employee's Manager or other appropriate IBM Representative

(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: James E. Carey
Employee's Full Name
Date: 21 May 1984