



10-30-2002



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Patents Only

FORM PTO-1595

Docket Number: 108344-00040

(Parent Docket # 108344-00009)

U.S. Department of Commerce
Patent and Trademark Office

To the Ass't Commissioner for Patents. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Darin Wayne Higgins

10-24-02

2. Name and Address of receiving party(ies):

Name: SourceProse
Address: 6751 Rufe Snow Drive, Suite 35
City: Fort Worth, Texas
Country: United States of America
Additional name(s) & address(es) attached? Yes ☒ No

3. Nature of Conveyance:

☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: November 16, 1998

4. Application number(s) or patent number(s).

☐ This document is being filed together with a new application.

Execution date of the application: April 22, 2002

**Title: SYSTEM AND METHOD FOR PERFORMING FLOOD ZONE
CERTIFICATIONS**

A. Patent Application No.(s)

S.N. 10/127,511 Filed: April 22, 2002

Additional numbers attached? ☐ Yes ☒ No

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

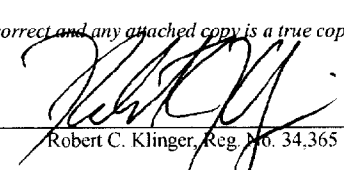
Robert C. Klinger
Jackson Walker LLP
2435 North Central Expressway, Suite 600
Richardson, TX 75080
Tel: (972) 744-29006. Number of applications and patents involved: (1)

7. Amount of fee authorized to be charged: \$40.

8. Deposit Account No: 50-1752

DO NOT USE THIS SPACE

9. Statement and signature.

*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*October 18, 2002
Date
Robert C. Klinger, Reg. No. 34,365Total Number of Pages Including Cover Sheet, Attachments and Document: 3

10/29/2002 6TOM11 00000034 10127511

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PATENT
REEL: 013422 FRAME: 0286

EMPLOYMENT AGREEMENT

THIS AGREEMENT IS BY AND BETWEEN PROVAR, INC. (THE "COMPANY") AND DARIN HIGGINS ("EMPLOYEE"). EMPLOYEE DESIRES AND AGREES TO BE EMPLOYED BY THE COMPANY UNDER THE FOLLOWING TERMS AND CONDITIONS. THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. At Will. The Company hereby employs Employee as an at-will employee.
2. Inventions and Patents. Employee shall promptly disclose to the Company all inventions, designs, improvements, and discoveries that Employee may have or make during his or her employment with the Company that relate to the Company's business, whether conceived by Employee alone or with others and whether or not conceived during business hours. All such inventions, designs, improvements and discoveries shall be the exclusive property of the Company. If requested, Employee shall assist the Company in obtaining patents on all such inventions, designs, improvements, processes and discoveries deemed patentable by the Company.
3. Non-Disclosure. Employee will never, during or after employment with the Company, directly or indirectly, use, disseminate, or disclose any confidential business information or trade secrets of the Company or its clients, including, but not limited to, customer names and other customer data and business methods and techniques, to any person or organization except as may be required during the course of employment with the Company. All files, records, documents, drawings, specifications, equipment, computer programs and similar items relating to the business of the Company, shall remain the exclusive property of the Company and shall not be removed from the premises where the work of the Company is being carried on, unless such is necessary to fulfill the Employee's duties and responsibilities to the Company. If Employee leaves the employment of the Company for any reason, Employee shall return to the Company all Company property including, but not limited to computers, software and peripherals, and work-product in Employee's possession, including all confidential information or material such as drawings, memoranda, note books, reports, and other documents. The property to be returned shall include all information, business plans and materials which Employee has removed or obtained from the Company or its clients, including but not limited to items removed to Employee's residence or any other location and data relating to the Company or any of its clients which is contained on any computer hard drive or diskette, etc.
4. Competitive Business Activity. Employee shall not plan, organize or engage in any business activity, alone or with others, which is competitive with any aspect of the work performed by the Company during the period of employment. During the twelve months immediately following the end of employment with the Company, Employee shall not organize or engage, directly or indirectly, in any business activity which is competitive with the Company.
5. Competitive Employment. For a period of twelve months immediately following the end of employment with the Company, Employee shall not render services, directly or indirectly, which are competitive with the Company or which are similar in nature to the services provided to the Company wherein loyal and complete fulfillment of the duties of the competitive employment would call upon Employee to reveal, to base judgments upon, or otherwise utilize, directly or indirectly, any of the Company's confidential business information or trade secrets.
6. Soliciting Customers. During the term of employment with the Company, and for the twelve months immediately following thereafter, Employee shall not contact, influence or attempt to influence the Company's customers for the purpose of doing any business, which is substantially similar to the business of the Company, with Employee. Employee shall not, either directly or indirectly, attempt to divert from the Company any business the Company has enjoyed or solicited during Employee's employment with the Company. Each of the covenants referenced in Sections 4-6 above shall be construed as independent of any other covenant or provision of this Agreement and is limited to the geographic areas in which the Company has done business or is then currently doing business. Employee hereby acknowledges that the covenants set forth in Sections 4-6 are reasonable and do not impose a greater restraint than is necessary to protect the goodwill or other business interests of the Company.
7. Intellectual Property. In the course of employment, Employee may create or participate in the creation of certain ideas, inventions, designs of a useful article (whether the design is ornamental or otherwise), computer programs and related documentation, products, software, drawings, and works of authorship used in the Company's business, all of which shall be collectively referred

to as "Intellectual Property." Employee shall comply, and do all things necessary the Company to comply with the laws and regulations of all governments under which the Company does business, and with the provisions of contracts between any customer or client and the Company, that relate to Intellectual Property or to the safeguarding of such information.

Employee hereby assigns to the Company Employee's entire right, title and interest in any Intellectual Property hereafter made or conceived solely or jointly by Employee, or written wholly or in part by Employee, whether or not such Intellectual Property is capable of being patented, copyrighted or susceptible to other forms of protection, while an Employee of the Company, and the Intellectual Property: (a) relates to the actual or anticipated business or research or development of the Company; or (b) is suggested by or results from any task assigned to Employee or work performed by Employee for or on behalf of the Company. Employee acknowledges that Employee's salary or commission is sufficient compensation and consideration for such assignment. Employee also expressly relinquishes and waives any entitlement to revenues, profits or royalties received by the Company from such Intellectual Property.

8. Injunctive Relief. If Employee violates any provision of this Agreement, the Company, in addition to other legal and equitable rights and remedies, shall be entitled to damages and to Injunctive relief restraining any violation of this Agreement by Employee. If Employee violates this Agreement, Employee shall be responsible for payment for all legal fees and expenses incurred by the Company in enforcing its legal and equitable rights.
9. Partial Invalidity. If any provision of this Agreement shall be adjudged by any Court to be invalid, the validity of any other portion of this Agreement shall not be affected. If any provision of this Agreement shall be determined by a Court to be in violation of any law or regulation, then the parties agree that the Court shall have the power to reform that provision of the Agreement to conform with the law then existing, without penalty to the Company for any such violation. The Company shall have the right, in its sole discretion, to reduce the scope of any covenants set forth in Sections 4-6 above, or any portion thereof, without Employee's consent, effective immediately upon mailing or delivery by the Company of written notice thereof to Employee and Employee agrees to comply with any covenant so modified, which shall be fully enforceable.
10. No Authority to Enter into Contracts. Employee shall not, at any time, enter into any contracts or agreements that purport to bind the Company in any manner without written authority from a duly authorized officer or manager of the Company. Any such contract or agreement entered into by Employee shall not be binding upon the Company.
11. Miscellaneous. This Agreement shall be governed by the laws of the State of Texas. Employee acknowledges that he or she is subject to the jurisdiction of the Texas courts and that this Agreement is performable in Tarrant County, Texas. This Agreement shall be binding upon the parties and their respective representatives, successors, heirs and duly authorized assigns. The failure of the Company to insist, in one or more instances, upon performance of any of the terms or conditions of this Agreement, shall not be construed as a waiver of future performance required by such term or condition. No covenant or condition of this Agreement may be waived except by written consent of the waiving party.

The term "trade secrets" includes devices, programs, secret inventions, processes, and compilations of information, records and specifications that are owned by the Company or its clients and that are used or discovered in the operation of the business of the Company or which are disclosed to the Company by any of its clients.

This Agreement contains the entire agreement of the parties with respect to the issues addressed herein. It may not be changed orally, but only by an agreement in writing, signed by all parties.

Executed this 16th day of November, 1998.

EMPLOYEE

By: 

Printed Name: Darin Higgins

PROVAR, INC.

By: 

Title: President