

04-14-2003

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U.S. DEPARTMENT OF COMMERCE

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102418856

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
**T. Phillip DEAN**  
**Richard Edwin DeHORITY**  
**James Michael DeHORITY**  
**Woodrow W. CHAMBERLAIN**

4. 2. 03

Additional names(s) of conveying party(ies)  Yes  No

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

Name: eMars Inc.

Internal Address: \_\_\_\_\_

Street Address: 7876 Poplar Pike

City: Germantown State: TN ZIP: 38138

Additional name(s) & address(es) attached?  Yes  No

j1011 U.S. PTO  
 10/404657  
 04/02/03

3. Nature of conveyance:

Assignment  Merger

Security Agreement  Change of Name

Other \_\_\_\_\_

Execution Date: March 22 & 27, 2003

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

If this document is being filed together with a new application, the execution date of the application is: 03/22/03 & 03/27/03

A. Patent Application No.(s) \_\_\_\_\_

B. Patent No.(s) \_\_\_\_\_

1 04 04 657

Additional numbers attached?  Yes  No

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

Name: MICHAEL D. BEDNAREK

Internal Address: REG. NO. 32,329

Street Address: 1650 TYSONS BOULEVARD

City: MCLEAN State: VA ZIP: 22102

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41):.....\$ 40.00

Enclosed - Any excess or insufficiency should be credited or debited to deposit account

Authorized to be charged to deposit account

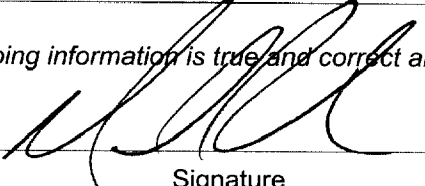
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9. Statement and signature.  
*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*

MICHAEL D. BEDNAREK 

Name of Person Signing Signature Date

APRIL 2, 2003

Total number of pages including cover sheet, attachments, and document: 4

Mail documents to be recorded with required cover sheet information to:  
 Commissioner of Patents & Trademarks, Box Assignments

**PATENT**  
**REEL: 013939 FRAME: 0829**

04/11/2003 LNUELLER 0000174 10404657  
 01 FD-8021

**ASSIGNMENT**

WHEREAS, T. Phillip Dean, residing at 7876 Poplar Pike, Germantown, TN 38138; Richard Edwin DeHority, residing at 4034 Sunny Meadows, Bartlett, TN 38135; James Michael DeHority, residing at 2922 Mallard Lane, Germantown, TN 38138; and Woodrow W. Chamberlain, residing at 7532 E. Club Villa Circle, Scottsdale, AZ 85262; (hereinafter "Assignors") have invented certain new and useful improvements in

**SYSTEM AND METHOD FOR COORDINATING THE COLLECTION, ANALYSIS AND STORAGE OF PAYROLL INFORMATION PROVIDED TO GOVERNMENT AGENCIES BY GOVERNMENT CONTRACTORS**

for a full description of which, reference is here made to an application for Letters Patent of the United States of America

Executed concurrently herewith

Executed on

Serial. No. , filed

in the U.S. Patent and Trademark Office and to U.S. provisional patent application(s)

Serial. No. **60/446,559**, filed **February 12, 2003**

in the U.S. Patent and Trademark Office; and

WHEREAS, eMars Inc., a corporation of the State of Delaware, having its principal office and place of business at 7876 Poplar Pike, Germantown, TN 38138 (hereinafter "Assignee") is desirous of acquiring the entire right, title, and interest in, to, and under said invention and application above identified, and in, to, and under any Letters Patent that may be obtained for said invention, together with all foreign rights corresponding thereto, as hereinafter more fully set forth.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, be it known that, for good and valuable and legally sufficient consideration, the receipt of which by each Assignor from Assignee is hereby acknowledged, Assignors have agreed to sell, assign, and transfer and by these presents does hereby, sell, assign, and transfer unto Assignee the entire right, title and interest in, to, and under said invention and application above identified and Letters Patent of the United States of America that may be obtained in respect thereof; any corresponding applications for Letters Patent and Letters Patent therefor in all other areas of the world; and any reissues, extensions, substitutions, confirmations, divisions, and continuations of any of the foregoing (hereinafter "Invention Rights"), to have and to hold for the sole and exclusive use and benefit of Assignee forever.

Assignors hereby covenant and agree, for themselves and for their respective legal representatives, to assist and cooperate with Assignee in the preparation and prosecution of any applications included within the Invention Rights and in the prosecution or defense of any interference, opposition, or other proceeding that may arise in connection with any applications or Letters Patent included within the Invention Rights and further to execute and deliver to Assignee any and all additional papers that may be requested by Assignee for the purpose of implementing the terms of this ASSIGNMENT.

Assignors hereby authorize and empower Assignee to invoke and claim for any applications or Letters Patent included within the Invention Rights the benefit of any rights to which Assignors might be entitled under international law or under the laws of any particular country (such as, without limitation, the right of priority provided by the International Convention for the Protection of Industrial Property, as amended) and to invoke and claim said rights without further written or oral authorization from Assignors.

Assignors hereby consent that a copy of this ASSIGNMENT shall be deemed a full legal and formal equivalent of any assignment, consent to file, or like document that

may be required in any particular country for any purpose and more particularly in proof of the right of Assignee to claim the aforesaid benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended.

Assignors covenant and agree that this ASSIGNMENT and all of the terms hereof shall inure to the benefit of the successors, assigns, legal representatives, or nominees of Assignee, without further written or oral authorization from Assignors.

Assignors hereby authorize and request Assignee to fill in the following blanks specifying the United States Serial No. and filing date for said application above identified:

U.S. Serial No.: \_\_\_\_\_

Filed: \_\_\_\_\_

but Assignee's failure to do so shall have no bearing whatsoever upon the validity or legal effect of this ASSIGNMENT.

Assignors hereby authorize and request the Commissioner of Patents and the United States Patent and Trademark Office to issue Letters Patent to Assignee in accordance with the terms of this ASSIGNMENT.

SIGNATURE: *T Phillip Dean*  
NAME: T. PHILLIP DEAN

Date: 8-22-2003

SIGNATURE: *Richard E. DeHority*  
NAME: RICHARD EDWIN DEHORITY

Date: 8/22/2003

**ASSIGNMENT**

**DOCKET NO. MAR0001-US**

SIGNATURE: *James Michael Dehority*  
NAME: JAMES MICHAEL DEHORITY

Date: 3-27-03

SIGNATURE: *Woodrow W Chamberlain*  
NAME: WOODROW W. CHAMBERLAIN

Date: 3-27-03

Document #: 1227496 v.1