

RECOR

03-31-2004

REET

Docket No.: 2479.2030-003



102708549

To the Director of the U.S. Patent and Trademark Office

Original documents or copy thereof.

1. Name of conveying party(ies)

- 1) JAMES A. PROCTOR, JR.
- 2) KENNETH M. GAINES

2. Name and address of receiving party(ies)

Name: TANTIVY COMMUNICATIONS, INC.

Internal Address:

Street Address: 1450 South Babcock Street

City: Melbourne State: FL ZIP: 32901

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
- ☐ Security Agreement ☐ Change of Name
- ☒ Other Intellectual Property and Confidentiality Agreement

Execution Date: 1) 4/6/98, 2) 7/8/98

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

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

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)

10/234,036

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: David J. Thibodeau, Jr.

Internal Address:

Hamilton, Brook, Smith & Reynolds, P.C.

Street Address: 530 Virginia Road, P.O. Box 9133

City: Concord State: MA ZIP: 01742-9133

6. Total number of applications and patents involved: [1]

7. Total Fee (37 C.F.R. 3.41)..... \$ 40

- ☒ Enclosed
- ☒ Authorized to charge any deficiencies or credit any overpayment to deposit account number 08-0380
- ☐ Authorization to charge deposit account number 08-0380

Attach a copy of this page if paying by deposit account and filing via mail.
Do not attach a copy of this page if paying by deposit account and filing via facsimile.

DO NOT USE THIS SPACE

8. 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.

Mark B. Solomon

Name of Person Signing

Mark B. Solomon

Signature

3/25/04

Date

Total number of pages including cover sheet, attachments, and document: [13]

OFFICE OF PUBLIC RECORDS
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FINANCE SECTION

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INTELLECTUAL PROPERTY AND CONFIDENTIALITY AGREEMENT

This agreement is made this 8th day of July, 1998, between Tantivy Communications, Inc. a Delaware corporation (hereinafter the "Company"), and Ken Rainey (hereinafter "Employee").

BACKGROUND

Employee is an employee of the Company or has agreed to become an employee of the Company and as a result of his employment may have access to and obtain knowledge of Confidential Information and may make or conceive of Intellectual Properties while employed by the Company.

AGREEMENT

NOW, THEREFORE, in consideration of his employment with the Company, Employee hereby agrees and promises as follows:

1. Protection of Proprietary Information of Company. Employee understands that the Company has developed or acquired valuable proprietary technical and non-technical information and that the legitimate interest of the Company in this information must be guarded and protected in order to remain confidential trade secrets, and that this information must be carefully controlled so as to prevent disclosure to unauthorized persons who might use the information to the detriment of or in competition with the Company. Employee understands further that from time to time Employee might become acquainted with said information and/or might contribute to such information through inventions, discoveries, improvements, economies, or in some other manner.

a. Disclosure of Intellectual Properties Made or Conceived by Employee. Except as provided in subparagraph 1d below, Employee agrees to communicate promptly and fully to the designee of the Board of Directors of the Company (the "Designee") all Intellectual Properties made or conceived by Employee (whether made solely by Employee or jointly with others) from the time of the commencement of the Employee's employment by the Company until the termination of the Agreement and for a period of one year after termination of Employee's employment, provided said Intellectual Properties arise out of or in connection with, or were created or conceived as result of, the Employee's employment by the Company. Upon termination of this Agreement, Employee shall have a duty to disclose any previously undisclosed Intellectual Properties to the Designee.

b. Company Owns the Intellectual Properties: Except as provided in subparagraph 1d below, Employee further agrees that all his right, title, and interest (common law or statutory) in such Intellectual Properties are and shall

be owned by the Company, its successors, assigns, or nominees forever and shall be considered "works for hire," and the Company may make any use or non-use of such Intellectual Properties throughout the world without any further obligation to Employee. Employee hereby assigns, transfers, and conveys to the Company, its assigns, successors, or nominees, all of Employee's present and future right, title, and interest in and to any and all of such Intellectual Properties.

c. Patent, Trademark, and Copyright Assistance. Except as provided in subparagraph 1d below, at the request of the Company, whether during or after the term of this Agreement, Employee shall execute or join in executing all papers or documents required for the filing of patent, trademark, service mark, or copyright applications or registrations in the United States or any foreign countries as the Company may elect, and Employee shall assign all such patent, trademark, service mark, or copyright applications or registrations to the Company or its nominee or assigns, and shall provide the Company or its agents or attorneys with all reasonable assistance in the preparation and prosecution of patent, trademark, service mark or copyright applications, drawings, specifications, registrations, and the like. Employee shall do all things that may be necessary to establish, protect, and maintain the rights of the Company or its nominees or assigns in the Intellectual Properties, patent applications, letters patent, trademarks, service marks and copyrights in accordance with the spirit of this Agreement, both during and after the period of this Agreement, as set forth herein.

d. Exceptions. Unless specifically excluded under this subparagraph 1d, any and all intellectual properties of any description whatsoever are intended to fall within the requirements under the provisions of 1a, 1b and 1c. Those provisions do not apply, however, to intellectual properties for which no equipment, supplies, facilities, or confidential information of the Company were used and which do not result from, or are not suggested by, any work which was done for or on behalf of the Company and which do not relate to the business of the Company or to the Company's actual or demonstrably anticipated research and development, or which do not result from any services performed by the Employee hereunder which would constitute "work product" within the meaning of the United States Copyright Law. Also, specifically excluded from the requirements of the aforementioned provisions are all intellectual properties that Employee made or conceived before entering into this agreement with the Company, provided that such intellectual properties have been patented or are the subject of pending patent applications.

2. Confidential Information. Employee at all times both during and after employment by the Company will hold the Company in a fiduciary capacity and will not (except as required in the course of Employee's employment by the Company) communicate or divulge to, or use for the benefit of himself or any other person, firm, association, or corporation, without the express written consent of the Company, any Confidential Information which may be communicated to, acquired by, or learned of by the Employee in the course of or as a result of his employment by the Company.

3. Affiliates. The term "Company" used throughout this Agreement shall include any subsidiary or parent of the Company. Without limiting the foregoing, in the event that Employee is transferred to, or otherwise becomes privy to, the confidential information of a subsidiary or parent of the Company, this Agreement shall apply, with the necessary changes in points of detail, between Employee and such subsidiary as fully as though the subsidiary or parent corporation had been named as a party to this Agreement in place of the Company.

4. Infringement of Third Parties' Rights. Employee represents and warrants that in connection with Employee's work for the Company, Employee will not knowingly infringe on the rights (contractual, statutory, or common law) of any third party whatsoever. In the event that Employee does knowingly infringe upon the rights of others, Employee agrees to indemnify the Company against any claim, demand, liability, loss, or recover finally sustained in any suit that may be brought against the Company, including costs, reasonable attorneys' fees and expenses incurred by the Company in any such defense and in connection with the enforcement of this indemnification agreement.

5. Customer Protection. Employee covenants that he will not, directly or indirectly, during the course of his employment serve any interests or do any act or thing which might conflict with the interests of the Company or any of its subsidiaries or parent corporation (the determination by the Company of its interests and those of its subsidiaries or parent corporation and any conflict therewith to be final and conclusive). Included, but not by way of limitation, within this prohibition is the solicitation by Employee of the trade or patronage of any of the customers or prospective customers of the Company with respect to any of the services, products, Confidential Information, or other matters discussed in this Agreement, unless said solicitation is for the benefit of the Company.

6. Exploitation of the Company's Name. Employee agrees that at no time after termination of his employment with the Company will he advertise or publicize in any way as part of Employee's business or as an employee or consultant of another business, that he had previously had any affiliation with the Company or any of its subsidiaries or parent corporation, unless he obtains first express written approval to do so from the Company, which approval shall extend only to the specific advertisement or publication and to no other, and which approval may be arbitrarily withheld by the Company. Employee may disclose his employment with the Company in connection with his efforts to obtain other employment.

7. Interference with Other Employees. Employee agrees that he will not during his employment or for a two-year period following the expiration of his employment for any reason whatsoever, directly or indirectly, individually or on behalf of persons not now parties to this Agreement, aid or endeavor to solicit or induce employees of the Company to leave their employment with the Company in order to accept employment with Employee, another person, firm or corporation.

8. Papers and Other Properties. Employee shall not reduce to writing or otherwise record any Confidential Information unless required by the Company to do so in the course of his employment. All recorded Confidential Information and all other documents (or copies thereof), equipment, components, parts, tools, and the like, shall remain the property of the Company, and shall not be removed from the Company's facility unless expressly authorized by a person known by Employee to have the authority to grant such permission.

Upon termination of his employment with the Company, for whatever reason, Employee will deliver all papers, writing, Documents, tools, equipment, computers, articles, drawings, circuits, prototypes, computer software, and all tangible items embodying or recording any Intellectual Properties or Confidential Information that are in his possession, custody and control, to an authorized representative of the Company.

9. Alteration. This Agreement may not be changed or terminated orally, and no change, termination, or attempted waiver of any of the provisions hereof shall be binding unless in writing and signed by both the Employee and the President of the Company.

10. Savings Clause. The parties agree that the provisions of this Agreement are severable and should any of its provisions, clauses, or portions thereof, be deemed invalid and of no force and effect, only that provision, clause, or portion thereof shall fail, and the remainder of the Agreement shall be in full force and effect.

11. Attorneys' Fees. In the event that any litigation or controversy arises out of or in connection with this Agreement between the parties hereto, the prevailing party in such litigation or controversy shall be entitled to recover from the other party or parties all reasonable attorneys' fees, expenses, and suit costs, including those associated with any appellate or post-judgment proceedings.

12. Injunction. It is acknowledged and agreed that, in the event that the provisions of this Agreement are breached by Employee the extent of actual damages sustained by the Company or its assignee will be difficult to ascertain, though great and irreparable, or which any remedy at law would be inadequate. Therefore, the parties hereto expressly agree that the Company shall have a right to injunctive relief for breach of any terms hereof, plus damages for such breach, to the maximum extent permitted by law and that any bond required to obtain such injunctive relief be limited to no more than \$10,000.

13. Employment Rights. Employee acknowledges that this Agreement does not provide Employee with any right to continued employment by the Company.

14. Binding Effect. It is understood that this Agreement shall be effective when signed by both the Company and Employee and that the terms of this Agreement shall remain in full force and effect both during the continuation of the employment and after the termination of the employment for any reason. This Agreement shall inure to the benefit of and be binding upon the respective heirs, personal representative, successors, or assigns of the parties hereto.

15. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

16. Section and Paragraph Headings. Section and paragraph headings used throughout this Agreement are for reference and convenience only, and in no way define, limit, or describe the scope or intent of this Agreement or affect its provisions.

17. Number and Gender. Whenever used herein, singular numbers shall include the plural, and the plural the singular, and the use of any gender shall include all genders. The masculine gender is used herein for convenience only.

18. Multiple Copies or Counterparts of Agreement. The original and one or more copies of this Agreement may be executed by one or more of the parties hereto. In such event, all of such executed copies shall have the same force and effect as the executed original and all of such counterparts taken together shall have the effect of a fully executed original.

19. Definitions. Whenever the following terms appear in this Agreement, they shall have the following meanings:

a. Confidential Information includes all Intellectual Properties, Business Information, Technical Information and other proprietary information which is possessed, owned or used by, or licensed to the Company (or such information belonging to third parties which the Company shall be under obligation to keep confidential), whether such information is in writing or not. Confidential Information does not include, however, any information which:

(1) has previously been disclosed by the Company in published papers, literature, or patents; or

(2) Employee can establish by clear and convincing evidence was already in his possession prior to employment with the company. However, information shall not be deemed to have been known by Employee merely because it is embraced by more general information previously known to Employee or merely because it is expressed in publication or patents in general terms not specifically including information acquired by Employee from the Company during his employment; or

(3) becomes part of the public domain, by publication or otherwise, not due to the unauthorized act of Employee.

b. Intellectual Properties includes, but is not limited to, all patentable or unpatentable inventions, improvements, or developments, all computer software, writings, and drawings, whether copyrighted or copyrightable or not, any trade secrets, trademarks, service marks, designs, ideas, logos, artwork, scripts, graphics and the like.

c. Business Information includes, but is not limited to, operational procedures, financial information, corporate plans, marketing strategy, customer information, price information, internal memoranda or reports, and other non-public information relating to the business of the Company.

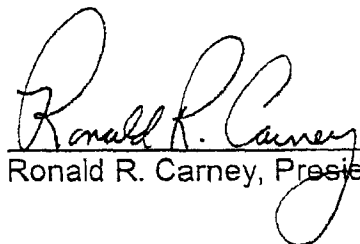
d. Technical Information includes, but is not limited to, designs, processes, formulas, methods, data and research results relating to any product or service or prospective products or services of the Company.

e. Documents includes, but is not limited, to, drawings, blueprints, schematics, manuals, letters, notes, notebooks, reports, flow charts, programs, proposals, or any other medium upon which intelligence or information can be recorded or retrieved.


20. Intellectual Properties Assigned to the Company. Employee hereby assigns, or ratifies the assignment of, to the Company all right, title and interest he may have in the Intellectual Properties described in the Business Plan dated September 19, 1997 as belonging to the Company.

Tantivy Communications, Inc.

By:


Ronald R. Carney, President/CEO

EMPLOYEE


Name: Kenneth M. Carney

INTELLECTUAL PROPERTY AND CONFIDENTIALITY AGREEMENT

This agreement is made this 6th day of April, 1998, between Tantivy Communications, Inc. a Delaware corporation (hereinafter the "Company"), and James Proctor, Jr. (hereinafter "Employee").

BACKGROUND

Employee is an employee of the Company or has agreed to become an employee of the Company and as a result of his employment may have access to and obtain knowledge of Confidential Information and may make or conceive of Intellectual Properties while employed by the Company.

AGREEMENT

NOW, THEREFORE, in consideration of his employment with the Company, Employee hereby agrees and promises as follows:

1. Protection of Proprietary Information of Company. Employee understands that the Company has developed or acquired valuable proprietary technical and non-technical information and that the legitimate interest of the Company in this information must be guarded and protected in order to remain confidential trade secrets, and that this information must be carefully controlled so as to prevent disclosure to unauthorized persons who might use the information to the detriment of or in competition with the Company. Employee understands further that from time to time Employee might become acquainted with said information and/or might contribute to such information through inventions, discoveries, improvements, economies, or in some other manner.

a. Disclosure of Intellectual Properties Made or Conceived by Employee. Except as provided in subparagraph 1d below, Employee agrees to communicate promptly and fully to the designee of the Board of Directors of the Company (the "Designee") all Intellectual Properties made or conceived by Employee (whether made solely by Employee or jointly with others) from the time of the commencement of the Employee's employment by the Company until the termination of the Agreement and for a period of one year after termination of Employee's employment, provided said Intellectual Properties arise out of or in connection with, or were created or conceived as result of, the Employee's employment by the Company. Upon termination of this Agreement, Employee shall have a duty to disclose any previously undisclosed Intellectual Properties to the Designee.

b. Company Owns the Intellectual Properties: Except as provided in subparagraph 1d below, Employee further agrees that all his right, title, and interest (common law or statutory) in such Intellectual Properties are and shall

be owned by the Company, its successors, assigns, or nominees forever and shall be considered "works for hire," and the Company may make any use or non-use of such Intellectual Properties throughout the world without any further obligation to Employee. Employee hereby assigns, transfers, and conveys to the Company, its assigns, successors, or nominees, all of Employee's present and future right, title, and interest in and to any and all of such Intellectual Properties.

c. Patent, Trademark, and Copyright Assistance. Except as provided in subparagraph 1d below, at the request of the Company, whether during or after the term of this Agreement, Employee shall execute or join in executing all papers or documents required for the filing of patent, trademark, service mark, or copyright applications or registrations in the United States or any foreign countries as the Company may elect, and Employee shall assign all such patent, trademark, service mark, or copyright applications or registrations to the Company or its nominee or assigns, and shall provide the Company or its agents or attorneys with all reasonable assistance in the preparation and prosecution of patent, trademark, service mark or copyright applications, drawings, specifications, registrations, and the like. Employee shall do all things that may be necessary to establish, protect, and maintain the rights of the Company or its nominees or assigns in the Intellectual Properties, patent applications, letters patent, trademarks, service marks and copyrights in accordance with the spirit of this Agreement, both during and after the period of this Agreement, as set forth herein.

d. Exceptions. Unless specifically excluded under this subparagraph 1d, any and all intellectual properties of any description whatsoever are intended to fall within the requirements under the provisions of 1a, 1b and 1c. Those provisions do not apply, however, to intellectual properties for which no equipment, supplies, facilities, or confidential information of the Company were used and which do not result from, or are not suggested by, any work which was done for or on behalf of the Company and which do not relate to the business of the Company or to the Company's actual or demonstrably anticipated research and development, or which do not result from any services performed by the Employee hereunder which would constitute "work product" within the meaning of the United States Copyright Law. Also, specifically excluded from the requirements of the aforementioned provisions are all intellectual properties that Employee made or conceived before entering into this agreement with the Company, provided that such intellectual properties have been patented or are the subject of pending patent applications.

2. Confidential Information. Employee at all times both during and after employment by the Company will hold the Company in a fiduciary capacity and will not (except as required in the course of Employee's employment by the Company) communicate or divulge to, or use for the benefit of himself or any other person, firm, association, or corporation, without the express written consent of the Company, any Confidential Information which may be communicated to, acquired by, or learned of by the Employee in the course of or as a result of his employment by the Company.

3. Affiliates. The term "Company" used throughout this Agreement shall include any subsidiary or parent of the Company. Without limiting the foregoing, in the event that Employee is transferred to, or otherwise becomes privy to, the confidential information of a subsidiary or parent of the Company, this Agreement shall apply, with the necessary changes in points of detail, between Employee and such subsidiary as fully as though the subsidiary or parent corporation had been named as a party to this Agreement in place of the Company.

4. Infringement of Third Parties' Rights. Employee represents and warrants that in connection with Employee's work for the Company, Employee will not knowingly infringe on the rights (contractual, statutory, or common law) of any third party whatsoever. In the event that Employee does knowingly infringe upon the rights of others, Employee agrees to indemnify the Company against any claim, demand, liability, loss, or recover finally sustained in any suit that may be brought against the Company, including costs, reasonable attorneys' fees and expenses incurred by the Company in any such defense and in connection with the enforcement of this indemnification agreement.

5. Customer Protection. Employee covenants that he will not, directly or indirectly, during the course of his employment serve any interests or do any act or thing which might conflict with the interests of the Company or any of its subsidiaries or parent corporation (the determination by the Company of its interests and those of its subsidiaries or parent corporation and any conflict therewith to be final and conclusive). Included, but not by way of limitation, within this prohibition is the solicitation by Employee of the trade or patronage of any of the customers or prospective customers of the Company with respect to any of the services, products, Confidential Information, or other matters discussed in this Agreement, unless said solicitation is for the benefit of the Company.

6. Exploitation of the Company's Name. Employee agrees that at no time after termination of his employment with the Company will he advertise or publicize in any way as part of Employee's business or as an employee or consultant of another business, that he had previously had any affiliation with the Company or any of its subsidiaries or parent corporation, unless he obtains first express written approval to do so from the Company, which approval shall extend only to the specific advertisement or publication and to no other, and which approval may be arbitrarily withheld by the Company. Employee may disclose his employment with the Company in connection with his efforts to obtain other employment.

7. Interference with Other Employees. Employee agrees that he will not during his employment or for a two-year period following the expiration of his employment for any reason whatsoever, directly or indirectly, individually or on behalf of persons not now parties to this Agreement, aid or endeavor to solicit or induce employees of the Company to leave their employment with the Company in order to accept employment with Employee, another person, firm or corporation.

8. Papers and Other Properties. Employee shall not reduce to writing or otherwise record any Confidential Information unless required by the Company to do so in the course of his employment. All recorded Confidential Information and all other documents (or copies thereof), equipment, components, parts, tools, and the like, shall remain the property of the Company, and shall not be removed from the Company's facility unless expressly authorized by a person known by Employee to have the authority to grant such permission.

Upon termination of his employment with the Company, for whatever reason, Employee will deliver all papers, writing, Documents, tools, equipment, computers, articles, drawings, circuits, prototypes, computer software, and all tangible items embodying or recording any Intellectual Properties or Confidential Information that are in his possession, custody and control, to an authorized representative of the Company.

9. Alteration. This Agreement may not be changed or terminated orally, and no change, termination, or attempted waiver of any of the provisions hereof shall be binding unless in writing and signed by both the Employee and the President of the Company.

10. Savings Clause. The parties agree that the provisions of this Agreement are severable and should any of its provisions, clauses, or portions thereof, be deemed invalid and of no force and effect, only that provision, clause, or portion thereof shall fail, and the remainder of the Agreement shall be in full force and effect.

11. Attorneys' Fees. In the event that any litigation or controversy arises out of or in connection with this Agreement between the parties hereto, the prevailing party in such litigation or controversy shall be entitled to recover from the other party or parties all reasonable attorneys' fees, expenses, and suit costs, including those associated with any appellate or post-judgment proceedings.

12. Injunction. It is acknowledged and agreed that, in the event that the provisions of this Agreement are breached by Employee the extent of actual damages sustained by the Company or its assignee will be difficult to ascertain, though great and irreparable, or which any remedy at law would be inadequate. Therefore, the parties hereto expressly agree that the Company shall have a right to injunctive relief for breach of any terms hereof, plus damages for such breach, to the maximum extent permitted by law and that any bond required to obtain such injunctive relief be limited to no more than \$10,000.

13. Employment Rights. Employee acknowledges that this Agreement does not provide Employee with any right to continued employment by the Company.

14. Binding Effect. It is understood that this Agreement shall be effective when signed by both the Company and Employee and that the terms of this Agreement shall remain in full force and effect both during the continuation of the employment and after the termination of the employment for any reason. This Agreement shall inure to the benefit of and be binding upon the respective heirs, personal representative, successors, or assigns of the parties hereto.

15. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

16. Section and Paragraph Headings. Section and paragraph headings used throughout this Agreement are for reference and convenience only, and in no way define, limit, or describe the scope or intent of this Agreement or affect its provisions.

17. Number and Gender. Whenever used herein, singular numbers shall include the plural, and the plural the singular, and the use of any gender shall include all genders. The masculine gender is used herein for convenience only.

18. Multiple Copies or Counterparts of Agreement. The original and one or more copies of this Agreement may be executed by one or more of the parties hereto. In such event, all of such executed copies shall have the same force and effect as the executed original and all of such counterparts taken together shall have the effect of a fully executed original.

19. Definitions. Whenever the following terms appear in this Agreement, they shall have the following meanings:

a. Confidential Information includes all Intellectual Properties, Business Information, Technical Information and other proprietary information which is possessed, owned or used by, or licensed to the Company (or such information belonging to third parties which the Company shall be under obligation to keep confidential), whether such information is in writing or not. Confidential Information does not include, however, any information which:

(1) has previously been disclosed by the Company in published papers, literature, or patents; or

(2) Employee can establish by clear and convincing evidence was already in his possession prior to employment with the company. However, information shall not be deemed to have been known by Employee merely because it is embraced by more general information previously known to Employee or merely because it is expressed in publication or patents in general terms not specifically including information acquired by Employee from the Company during his employment; or

(3) becomes part of the public domain, by publication or otherwise, not due to the unauthorized act of Employee.

b. Intellectual Properties includes, but is not limited to, all patentable or unpatentable inventions, improvements, or developments, all computer software, writings, and drawings, whether copyrighted or copyrightable or not, any trade secrets, trademarks, service marks, designs, ideas, logos, artwork, scripts, graphics and the like.

c. Business Information includes, but is not limited to, operational procedures, financial information, corporate plans, marketing strategy, customer information, price information, internal memoranda or reports, and other non-public information relating to the business of the Company.

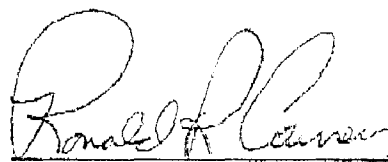
d. Technical Information includes, but is not limited to, designs, processes, formulas, methods, data and research results relating to any product or service or prospective products or services of the Company.

e. Documents includes, but is not limited, to, drawings, blueprints, schematics, manuals, letters, notes, notebooks, reports, flow charts, programs, proposals, or any other medium upon which intelligence or information can be recorded or retrieved.

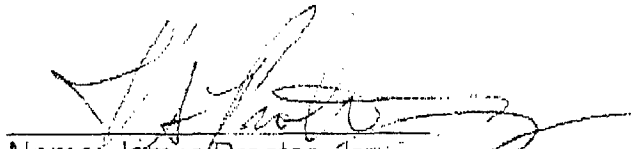
20. Intellectual Properties Assigned to the Company. Employee hereby assigns, or ratifies the assignment of, to the Company all right, title and interest he may have in the Intellectual Properties described in the Business Plan dated September 19, 1997 as belonging to the Company.

Tantivy Communications, Inc.

By:


Ronald R. Carney, President/CEO

EMPLOYEE


Name: James Proctor, Jr.

RESIGN as of 10-23-98