

FORM PTO 1585

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09-23-2005

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

1. Name of conveying party(ies): Louis J. Petrucelly Additional name(s) of conveying parties attached? <input type="checkbox"/> Yes x No		2. Name and address of receiving party(ies) Name: MEGADATA CORPORATION Street Address: 47 ARCH STREET GREENWICH, CT 06830	
3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other: <u>Employment Agreement</u> Execution dates: March 8, 2004			
4. Application numbers or patent numbers: A. Patent Applications: 11/078,005 filed on March 11, 2005 B. Patent No.(s) Additional Numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
5. Name and address of party to whom correspondence concerning document should be mailed: Name: Michael J. Marcin, Esq. Internal Address: Fay Kaplun & Marcin, LLP Street Address: <u>150 Broadway, Suite 702</u> City: <u>New York</u> State: <u>New York</u> ZIP: <u>10038</u>		6. Total number of applications and patents involved: 1 TITLE: SYSTEM AND METHOD FOR A SMART PASSENGER TRAVEL KIOSK 7. Total fee (37 C.F.R. 3.41) \$ 40.00 <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number:	

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.

Michael J. Marcin, (Reg. No. 48,198)

Name of Person Signing

Signature

September 15, 2005

Date

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

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion
Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents
P.O. Box 1450
Alexandria, VA 22313-1450
Mail Stop: Assignment

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PATENT
REEL: 017001 FRAME: 0760

RESTRICTIVE COVENANT AGREEMENT

1. **Parties.** This Agreement is between **MEGADATA CORPORATION** (the "Corporation") and **LOUIS J. PETRUCELLY** ("Employee"), who are the "Parties" to this Agreement.

2. **Justification.** Through employment with the Corporation, Employee has or may or will be given access to trade secrets and other nonpublic information, including but not limited to data concerning actual and proposed products and services, business plans, marketing strategies, pricing, actual and prospective clients or customers, and the like, of the Corporation and its clients, customers, vendors, joint venturers and other business associates. Employment with the Corporation also entails Employee's development, utilization and maintenance of business and professional relationships with coworkers, clients, customers, vendors, joint venturers and other business associates and referral sources of the Corporation. The Corporation's business success depends vitally on the protection of these resources and relationships. The Corporation's business is conducted throughout North America and Europe.

3. **Consideration.** The Corporation grants Employee options to purchase 30,000 shares of stock in the Corporation pursuant to the Corporation's 1999 Incentive Stock Plan in exchange, for Employee's agreement to the provisions of this Restrictive Covenant Agreement. Absent Employee's entering into this Restrictive Covenant Agreement, the Corporation would not issue the options to Employee. The issuance date of the options and the starting date of this Restrictive Covenant Agreement is 3/8, 2004.

4. **Confidential Information.** Employee acknowledges an existing and continuing obligation to maintain the confidentiality of all nonpublic information concerning the Corporation, its activities, processes, costing, pricing, marketing, sales, research and development, practices, customers, employees, agents, etc., and to use such information only as necessary in the fulfillment of obligations to the Corporation or with the express, written authorization of the Corporation's chief executive, unless and until such information becomes generally available other than through a breach by Employee of obligations acknowledged and undertaken in this Restrictive Covenant Agreement or a breach by another person of similar obligations.

5. **Corporation Workers.** Employee agrees that during employment with the Corporation and for a period of one (1) year following the termination of said employment, Employee will not solicit for hire, hire or attempt to hire or assist any other person or organization to solicit for hire, hire or attempt to hire any other employee or independent contractor of the Corporation.

6. **Customer and Business Associate Solicitation.** Employee agrees that during employment with the Corporation and for a period of one (1) year following the termination of said employment, Employee will not, in any manner, solicit or encourage, or assist any other person or organization to solicit or encourage any clients, customers, vendors, joint venturers or other business associates or referral sources of the Corporation to cease doing business with the Corporation.

7. Non-Competition. Employee agrees that during employment with the Corporation and for a period of one (1) year following the termination of said employment, Employee shall not engage in competition with the Corporation anywhere in North America or Europe by personal activity or through an affiliation of any kind, including, as an independent contractor, partner or joint venturer, or as an officer, director, stockholder, agent, employee, consultant or salesman for any person, firm, partnership, corporation or other entity, or otherwise by offering, arranging or providing services or products in competition with those offered, arranged or provided by the Corporation, with which Employee's work for the Corporation was directly or indirectly involved. Without otherwise limiting the foregoing, the parties acknowledge that Employee will not violate this paragraph by ownership of less than 5% of the outstanding shares of a publicly traded corporation.

8. Inventions and Developments. Employee agrees that any product or service Employee invents or develops alone or with others during employment by the Corporation using the time, facilities, equipment or information of the Corporation, or at any time while using confidential information of the Corporation, is the property of the Corporation and Employee shall disclose such invention or development promptly to the Corporation's chief executive and shall take all steps necessary to safeguarding the invention or development for exclusive use or control by the Corporation.

9. Injunctive and Equitable Relief. Employee and the Corporation recognize and expressly agree that the extent of damages to Corporation in the event of a breach by Employee of this Restrictive Covenant Agreement would be difficult to ascertain and not comprehensive of the harm to the Corporation; that the irreparable harm arising out of any such breach shall be irrebuttably presumed; and that the remedy at law for any breach will be inadequate to compensate the Corporation. Consequently, Employee agrees that in the event of Employee's actual or threatened breach of any aspect of this Restrictive Covenant Agreement, in addition to any other relief to which the Corporation may be entitled, the Corporation shall be entitled to enforce the Restrictive Covenant Agreement by injunctive or other equitable relief ordered by a court of competent jurisdiction.

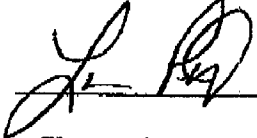
10. Venue; Court Proceedings. Employee and the Corporation hereby agree that the venue of any action, proceeding, counterclaim, cross claim, or other litigation relating to, involving, or resulting from the enforcement of this Restrictive Covenant Agreement shall be in Suffolk County, State of New York. Further, in any action or proceeding by the Corporation to obtain a temporary restraining order and/or preliminary injunction, Employee hereby waives any and all rights Employee may have against the Corporation for any injuries or damages, including consequential damages, sustained by Employee and arising directly or indirectly from the issuance of the temporary restraining order and/or preliminary injunction.

11. Indemnification. Employee hereby agrees to indemnify and hold the Corporation and its officers, directors, shareholders and employees harmless from and against any loss, claim, damage or expense, and/or all costs of prosecution or defense of their rights hereunder, whether in judicial proceedings, including appellate proceedings, or whether out of court, including without limiting the generality of the foregoing, attorneys' fees, and all costs and expenses of litigation, arising from or growing out of Employee's breach or threatened breach of this Restrictive Covenant Agreement.

12. Acknowledgment. Employee acknowledges that the terms of this Restrictive Covenant Agreement, are necessary to protect the Corporation's legitimate business interests and sufficiently narrow so that Employee will be able to earn a living without violating the Restrictive Covenant Agreement.


13. Severability. Should any term of this Restrictive Covenant Agreement be held unenforceable by a competent court, the parties authorize and agree that the term should be enforced and the intent of the Restrictive Covenant Agreement should be fulfilled to the greatest extent possible through judicial modification and the unaffected terms will remain in effect.

14. Completeness of Agreement and Modification. This Restrictive Covenant Agreement contains the entire agreement of the parties on the subject matter of this Restrictive Covenant Agreement and supersedes all prior agreements or representations, written, oral or implied on this subject matter. This Restrictive Covenant Agreement may be amended or modified only in a writing signed by the party against whom the modification is sought to be enforced.

Employee: 

Date: 3/8/04

Option Grant Shares: 30,000

For Megadata Corporation: 

James T. Barry, President & CEO

Date: 3/8/04