

Form PTO-1595 (Rev. 07/05)
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U.S. DEPARTMENT OF COMMERCE
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RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

Edward Macdonald

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

3. Nature of conveyance/Execution Date(s):

Execution Date(s) April 22, 1997

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☒ Other Employment Agreement

2. Name and address of receiving party(ies)

Name: Buck Consultants, Inc.

Internal Address: _____

Street Address: One Pennsylvania Plaza

City: New York

State: New York

Country: U.S.A. Zip: 10119

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

4. Application or patent number(s):

A. Patent Application No.(s)

10/938,449

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

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: Robert S. Stoll

Internal Address: Stoll, Stoll & Hoffman

Street Address: 4710 Empire State Building

City: New York

State: New York Zip: 10118

Phone Number: (212) 736-0290

Fax Number: (212) 564-5131

Email Address: _____

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.

- ☐ Authorized to be charged by credit card
☒ Authorized to be charged to deposit account
☐ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers _____

Expiration Date _____

b. Deposit Account Number 19-4514

Authorized User Name Robert S. Stoll

9. Signature:

Robert S. Stoll
Signature

March 19, 2007

Date

Robert S. Stoll
Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

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PATENT
REEL: 019036 FRAME: 0956

**BUCK
CONSULTANTS**

500 Plaza Drive
Secaucus, New Jersey 07098-1533

April 18, 1997

d Em 4/22/97
Edward MacDonald
3232 Wicks Lake Drive
Marietta, GA 30062

Dear Edward:

As you know, Buck Consultants, Inc. ("Buck") has signed an agreement with Mellon Bank Corporation ("Mellon") under which Buck will be acquired by and become a subsidiary of Mellon. This transaction is subject to Buck shareholder approval and other closing conditions. We are writing to offer you continued employment with the new Buck as a Principal & Consulting Actuary in our Atlanta office and to set forth the terms and conditions of your employment with the new Buck. Please indicate your acceptance of this offer of employment by signing and returning it to Mike Brackley in Secaucus no later than Friday, May 9, 1997, at which time this offer of employment will lapse.

1. Effective Date. This letter agreement will become effective on May 16, 1997, and will govern the terms and conditions of your employment thereafter. This letter agreement will continue in full force and effect after Buck's acquisition by Mellon, which we expect to occur in June or July of this year, or shortly thereafter.

2. Position and Duties. You will be employed as a Principal & Consulting Actuary in our Atlanta office. You will be a loyal employee and use your best energies and abilities on a full-time basis in the performance of the employment duties that may be assigned to you from time to time by Buck.

3. Salary. Your base salary will be [REDACTED] (This includes the adjustment which was effective April 1, 1997.) Your salary will be reviewed on July 1, 1997, as part of our existing annual review process. Your next salary review will be April 1, 1998, at which time any salary increases would be pro-rated to reflect a short, nine-month period. (This is consistent with Buck's conversion from its current fiscal year to a calendar year.) Thereafter, annual salary reviews will occur every April 1.

4. Bonus Program. You will continue to participate in Buck's bonus program for senior employees (which reflects no changes from the existing bonus program). You will be eligible to receive a bonus based on your performance and Buck's results for the fiscal year ending March 31, 1997; this bonus will be paid by July 1997, provided you remain an employee of Buck at that time, consistent with Buck's current practice.

Buck Consultants, Inc.
201/902-2300 Fax 201/902-2450

BUCK CONSULTANTS, INC. 0007 10 1997

Thereafter, bonus amounts will be based on base salary paid to you during each calendar year and paid by March 31 of the following year, provided you remain an employee of Buck at that time. For the period which begins April 1 and ends December 31, 1997, the amount of your bonus will be based on base salary paid to you during that nine-month period, i.e., your bonus will be pro-rated to take into account Buck's change from a fiscal year to the calendar year.

5. Buck Key Performer Supplemental Payment Plan. In addition to Buck's regular bonus program for senior employees, upon Mellon's acquisition of Buck, you will be eligible to participate in the Buck Key Performer Supplemental Payment Plan in accordance with the terms of that plan (a copy of which is attached). All Level 1 and 2 employees will be Key Performers under the plan and be eligible for awards under the plan.

The Buck Key Performer Supplemental Payment Plan has two elements, a guaranteed portion and a contingent portion. Under the guaranteed portion, a total of [REDACTED] plus interest from the date Mellon acquires Buck will be allocated to Key Performers on the first, second and third anniversaries of Mellon's acquisition of Buck ([REDACTED] plus interest each year). Under the contingent portion, up to a total of [REDACTED] (plus interest from the date of allocation) could be allocated to Key Performers as of December 31, 1998, 1999, 2000 and 2001, based on Buck's ability to achieve certain financial results. In each case, amounts will generally be allocated in proportion to the Key Performer's most recent individual bonus awards and are subject to a two-year vesting requirement; the amounts allocated to individual Key Performers may be adjusted up or down by as much as [REDACTED] at the discretion of Buck and Mellon, but these individual adjustments in the aggregate may not increase or decrease the total amount awarded under the plan. You may elect to have your guaranteed and contingent portion awarded in cash or restricted Mellon shares; you may also elect to further defer cash awards (but not stock awards) under a deferred compensation plan.

6. Vacation, Holidays and Benefits. You will be eligible to participate in (or continue your participation in) all vacation, holiday and employee benefit plans maintained by Buck for its employees (or classifications of its employees) in accordance with the terms of those plans. Benefits under all of Buck's vacation, holiday and employee benefit plans are subject to the terms of the plans, as they may be amended or terminated from time to time.

Buck and Mellon have agreed that Buck may continue to maintain certain of its existing employee benefit plans without adverse change through December 31, 2000, for employees who are employed by Buck when Mellon completes its acquisition of Buck. These include Buck's vacation and holiday policies, retirement plan, savings and profit sharing plan, medical, dental, vision, group life, short-term and long-term disability, flexible spending account and salary continuation (severance) welfare benefit plans and the Deferred Compensation Plan.

7. Expense Reimbursement. Buck will reimburse you for all reasonable expenses which are incurred by you in connection with the performance of your employment duties in accordance with Buck's expense reimbursement policies as communicated to employees from time to time.

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8. Employment at Will. You agree that the employment relationship may be terminated by you or by Buck at any time, with or without cause (this is commonly referred to as employment at will).

9. Mellon Code of Conduct: Confidential Information and Securities Trading Policy. Upon Mellon's acquisition of Buck, you agree to abide by Mellon's Code of Conduct and Mellon's Confidential Information and Securities Trading Policy, copies of which are enclosed with this letter, as they may be amended from time to time.

10. Changes in Policies, Procedures and Practices. Buck and Mellon reserve the right to adopt new policies, procedures and practices from time to time and to change or terminate any of their policies, procedures and practices from time to time.

11. Confidential or Proprietary Material or Information. You acknowledge that in the course of your employment, Buck and other companies in the Mellon group (collectively referred to as the "Mellon group") will make available to you, for use, in furtherance at the Mellon Group's businesses, the Mellon Group's internal records, systems and methods of operating its businesses, trade secrets, client lists, price lists, and other business sensitive, confidential or proprietary information about the Mellon Group, (collectively, the "Information"). You agree that all Information is confidential and proprietary and is the exclusive property of the Mellon Group, and that all papers, proposals, contracts, client lists, lists of client prospects, notes, records, slides, video/audio tapes, programs, computer software and all other documents, and all copies thereof relating to the Mellon's Group's operations or business, including those prepared by you, and whether or not the same are confidential, (collectively, the "Documents"), are the exclusive property of the Mellon Group.

You will not at any time remove any Documents from the office or premises of any Mellon Group company for any purpose other than for a purpose directly related to the business of the Mellon Group and within the scope of your employment. You will not at any time or in any manner, either directly or indirectly, divulge, disclose, or communicate to any person, firm, corporation, or other entity in any manner whatsoever any Information for any purpose other than for a purpose directly related to the business of the Mellon Group and within the scope of your employment. Upon the termination of your employment, you will immediately return to the Mellon Group all Documents.

Without regard to whether all of the Documents or Information described herein would otherwise be deemed confidential, proprietary, material or important, the parties hereto stipulate that as between them, the same are important, material, confidential and proprietary to Buck and the Mellon Group and affect the successful conduct of the business and good will of Buck and the Mellon Group and that any breach of the terms of this paragraph will be deemed a significant and material breach of this Agreement and cause of irreparable injury to Buck and the Mellon Group.

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12. Non-Competition During Employment and Post-Employment. You covenant and agree that you will not, in any capacity whatsoever (whether as a proprietor, partner, investor, shareholder, director, officer, employer, employee, consultant, independent contractor, co-venturer, financier, agent, representative, or otherwise), during your employment with Buck and for 12 months following the date of your retirement or termination of employment for any reason, solicit business from or perform services for any client or prospective client of Buck for whom you performed services or solicited business on behalf of Buck within two years of your retirement or termination of employment. This paragraph 12 will become effective only upon Mellon's acquisition of Buck.

13. Non-Solicitation of Employees. You covenant and agree that you will not, in any capacity whatsoever (whether as a proprietor, partner, investor, shareholder, director, officer, employer, employee, consultant, independent contractor, co-venturer, financier, agent, representative, or otherwise), during your employment with Buck and for 12 months following the date of your retirement or termination of employment for any reason, encourage, counsel, or induce any employee to leave the employ of Buck, or solicit for employment, employ, or engage the services of any employee of Buck, or assist any person, company, or entity to engage in any such conduct. This paragraph 13 will become effective only upon Mellon's acquisition of Buck.

14. Reasonableness of Restrictions. You have carefully read and considered the provisions of Sections 12 and 13 hereof and, having done so, agree that the restrictions set forth in such sections are fair and reasonable and are reasonably required for the protection of the interests of Buck, its shareholders (including Mellon) and the Mellon Group and their directors, officers, and other employees. Any breach of the provisions contained in Sections 12 and 13 could result in irreparable harm to Buck and the Mellon Group; and, in addition to recovering compensatory damages, Buck and the Mellon Group shall be entitled to an immediate injunction to restrain any continuing violation.

15. Arbitration. Except for an action by Buck for temporary, preliminary or permanent injunctive relief to restrain breach of this Agreement, any dispute arising from your employment hereunder, including but not limited to matters of validity, interpretation, and application, shall be determined exclusively by and through final and binding arbitration in New York City, each party hereto expressly and conclusively waiving its right to proceed to a judicial determination with respect to the merits of such arbitrable matters. Such arbitration shall be conducted in accordance with the American Arbitration Association National Rules for Resolution of Employment Disputes then in effect before a panel of three arbitrators, one of whom shall be selected by Buck, the second of whom shall be selected by you and the third of whom shall be selected by the other two arbitrators. If for any reason arbitration under the arbitration rules of the American Arbitration Association cannot be initiated, the necessary arbitrator or arbitrators shall be selected by the presiding judge of the Supreme Court of the State of New York in and for the County of New York. It is expressly understood and agreed by the parties that a party may compel arbitration pursuant to this Section 15 through an action for specific performance and that any award entered by the arbitrators may be enforced, without further evidence or proceedings, in any court of competent jurisdiction.

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16. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of New York without giving effect to "conflicts of laws" principles.

Please indicate your acceptance of this offer by signing and returning this original document to Mike Brackley at 500 Plaza Drive, Secaucus, NJ 07096-1533 in the included self-addressed envelope. We recommend that you retain a copy of this signed document for your personal records. We must receive your signed original no later than Friday, May 9, 1997, at which time this offer of employment will lapse.

Sincerely,


Joseph A. LoCicero
President and Chief Executive Officer

cc: W. Michael Brackley
Director of Human Resources

AGREED AND ACCEPTED:

DATE:


Edward MacDonald

4/22/97

d EM 4/22/97

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