

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Employee Intellectual Property Agreement
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Christopher Kennedy	01/13/1997
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Ocwen Financial Corporation
<b>Street Address:</b>	1661 Worthington Road
<b>City:</b>	West Palm Beach
<b>State/Country:</b>	FLORIDA
<b>Postal Code:</b>	33409
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	12335196
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(202)638-4810
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	2028576000
<b>Email:</b>	dcipdocket@arentfox.com
<b>Correspondent Name:</b>	Arent Fox LLP
<b>Address Line 1:</b>	1050 Connecticut Avenue, N.W.
<b>Address Line 2:</b>	Suite 400
<b>Address Line 4:</b>	Washington, DISTRICT OF COLUMBIA 20036-5339
<b>ATTORNEY DOCKET NUMBER:</b>	026083-00238
<b>NAME OF SUBMITTER:</b>	Tiffany J. Brooks, Reg. No. 57,912
<b>Total Attachments: 3</b>	
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## EMPLOYEE INTELLECTUAL PROPERTY AGREEMENT

AGREEMENT made by and between Ocwen Financial Corporation, a Florida corporation, having a place of business at 1675 Palm Beach Lakes Blvd., West Palm Beach, Florida 33401 (together with its subsidiaries "Ocwen"), and

Christopher Kennedy  
(Name of Employee)

\_\_\_\_\_  
(Social Security Number)

In consideration for my employment by Ocwen, and the wages or salary and other employee benefits in compensation for my services, I agree that:

1. I will not disclose or induce Ocwen or companies which it owns or controls to use confidential information or trade secrets of others, unless authorized by the owner.
2. During my employment with Ocwen and thereafter, I will treat all Confidential Information as secret and confidential and I will never use or disclose or authorize anyone else to use or disclose such Confidential Information except as is expressly permitted by Ocwen in performance of my designated duties to Ocwen. I will diligently protect all Confidential Information against loss by inadvertent or unauthorized use or disclosure.

Since I have no right to use Confidential Information after termination of my employment with Ocwen, in addition to other rights or remedies Ocwen may have, Ocwen shall have a perpetual, royalty-free, nonexclusive license to fully utilize for any purpose all inventions, computer programs and copyright works made, conceived, or authored by me, alone or jointly with others, within one year of termination of my employment with Ocwen, related to work I performed during my last year of employment with Ocwen, and which utilized Confidential Information.

3. All Developments are the property of Ocwen and I hereby assign to Ocwen all my rights to such Developments in all countries.
4. For the purpose of this Agreement, the following words shall have the following meanings:
  - a. "Confidential Information" means information which is disclosed to me, known by me, or generated by me as a consequence of or related to my employment with Ocwen, which is not generally known outside Ocwen, and which relates to Ocwen's business. "Confidential Information" is intended to include, but is not limited to, trade secrets, inventions, processes, formulas, systems, computer programs, plans, programs, studies, techniques and business information.

- b. "Developments" means all inventions, whether or not patentable, Confidential Information, computer programs, copyright works, algorithms, processes, trademarks and other intellectual property, made, conceived, or authored by me, alone or jointly with others, while employed by Ocwen, whether or not during normal business hours or on Ocwen premises, that are within the existing or contemplated scope of Ocwen's business or of companies which it owns or controls at the time such Developments are made, conceived, or authored or which result from or are suggested by any work I or others may do for or on behalf of Ocwen or such companies.
5. I have these rights. No provision in this Agreement is intended to require assignment of any of my rights in an invention for which I can prove no equipment, supplies, facilities, or trade secret information of Ocwen was used and was developed entirely on my own time; and which I can prove (1) does not relate to the business of Ocwen or to the actual or demonstrably anticipated research or development of Ocwen; or (2) does not result from any work performed by me for Ocwen.
6. I will promptly submit to Ocwen written disclosures of all inventions, whether or not patentable, which are made or conceived by me, alone or jointly with others, while I am employed by Ocwen.
7. Upon request by Ocwen, at any time during my employment with Ocwen and thereafter, I will:
- a. submit to Ocwen written disclosures of all intellectual property made, conceived, or authored, by me, alone or jointly with others, while employed by Ocwen; and
  - b. provide proper assistance and execute all papers deemed by Ocwen to be necessary to preserve legal protection for all Developments
- without charge to Ocwen, but at the expense of Ocwen.
8. All written materials and other tangible objects, including copies, made or compiled by me or made available to me in the course of my employment, shall be the property of Ocwen and shall be delivered to Ocwen upon termination of my employment or at any other time upon request.
9. The law of the State of Florida will govern the interpretation, validity and effect of this Agreement without regard to its place of execution or its place of performance. Should I violate this Agreement, inadvertently or otherwise, I acknowledge that irreparable harm will result to Ocwen, and that Ocwen shall be entitled to any remedy, legal or equitable, to correct any harm which results from such violation.

10. This Agreement may not be superseded, amended, or modified except by a written agreement signed by me and either the president or a senior vice president of Ocwen.
11. If any provision of this Agreement is held to be unenforceable for any reason, it shall be conformed to prevailing law rather than voided, if possible, in order to achieve the intent of the parties to the extent possible. In any event, all other provisions of this Agreement shall be deemed valid and enforceable to the fullest extent possible.

If Ocwen decides not to exercise any of its rights under this Agreement or to take no action, against any violation, such decision shall not affect the exercise of such right or taking of any action at another time.

12. There is no agreement or restriction which prevents the performance of my duties under this Agreement, except an agreement with no exception, a copy of which is attached hereto. (If there is none, insert "no exception.")

I acknowledge that I have read and that I understand this Agreement. I understand that to the extent applicable it remains in effect following my employment with Ocwen. I also understand this Agreement is legally binding upon me and upon my heirs and it may be transferred by Ocwen to any of its successors or assigns.

By: 

Date: 1-13-97

Accepted by Ocwen:

By: 

Date: \_\_\_\_\_