

# PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release
<b>CONVEYING PARTY DATA</b>	
Name	Execution Date
Buck Consultants, LLC	04/20/2007
<b>RECEIVING PARTY DATA</b>	
Name:	Edward A. Macdonald
Street Address:	3550 Busbee Pkwy, Suite 250
City:	Kennesaw
State/Country:	GEORGIA
Postal Code:	30144
<b>PROPERTY NUMBERS Total: 1</b>	
Property Type	Number
Application Number:	10938449
<b>CORRESPONDENCE DATA</b>	
Fax Number:	(404)221-6501
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	404-577-6000
Email:	cdavis@bakerdonelson.com
Correspondent Name:	Carl M. Davis II
Address Line 1:	3414 Peachtree Street NE
Address Line 2:	Monarch Plaza, Suite 1600
Address Line 4:	Atlanta, GEORGIA 30326
ATTORNEY DOCKET NUMBER:	2907876-3
NAME OF SUBMITTER:	Carl M. Davis II
Total Attachments: 11 source=Release#page1.tif source=Release#page2.tif source=Release#page3.tif source=Release#page4.tif	

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**PATENT**  
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### Settlement Agreement

This Settlement Agreement is entered into as of the 20th day of April, 2007 among and between Affiliated Computer Services, Inc. ("ACS"); Buck Consultants, LLC ("Buck"); Mary G. Cohen ("Cohen"); Cavanaugh Macdonald Consulting, LLC ("CavMac"); Thomas J. Cavanaugh ("Cavanaugh"); and Edward A. Macdonald ("Macdonald"). (CavMac, Cavanaugh and Macdonald are referred to herein collectively as "the CavMac Group").

1. Certain disputes have arisen among and between the parties to this Settlement Agreement, which disputes have given rise to the following lawsuits and arbitrations (collectively, the "Litigations"):

A. Buck Consultants, LLC v. Cavanaugh Macdonald Consulting, LLC, Thomas J. Cavanaugh and Edward A. Macdonald, Supreme Court of the City of New York, County of New York, Index No. 603187/05 (the "NY Action"); and

B. In the Matter of the Arbitration Between Buck Consultants, LLC, Claimant and Thomas J. Cavanaugh, Respondent, AAA Case No. 13 166 01499 05 (the "Cavanaugh Arbitration"); and

C. In the Matter of the Arbitration Between Buck Consultants, LLC, Claimant and Edward A. Macdonald, Respondent, AAA Case No. 13 166 01500 05 (the "Macdonald Arbitration"); and

D. Edward A. Macdonald and Cavanaugh Macdonald Consulting, LLC v Mary G. Cohen and Buck Consultants, LLC in the State Court of Fulton County, State of Georgia, Civil Action File No. 06 CV 095684 E (the "GA Action").

2. The parties have agreed to settle and resolve the Litigations and all disputes arising among and between them in accordance with the terms and conditions set forth herein.

REDACTED

REDACTED

REDACTED

REDACTED

8. Effective on [REDACTED], each member of the CavMac Group hereby unconditionally releases and forever discharges ACS, Buck, Cohen and Buck's officers, directors, employees, agents, parents, subsidiaries, affiliates and attorneys (collectively the "Buck Releasees") from and against any and all claims, damages, attorneys' fees, litigation expenses, liabilities, obligations, debts, contracts, agreements, actions, causes of action, claims for bonuses, payments, wages, benefits or other forms of compensation, charges, complaints and demands whatsoever, in law or equity, whether now known or unknown, from the beginning of the world through the date of this Settlement Agreement including, but not limited to, the full waiver and release of any and all claims and counterclaims that any member of the CavMac Group asserted or could have asserted against any Buck Releasees in the Litigations. Nothing in this Section 8 shall release or discharge the provisions of this Settlement Agreement or the exhibits hereto.

9. Effective on [REDACTED], ACS, Buck, and Cohen unconditionally release and forever discharge Cavanaugh, Macdonald, CavMac, and CavMac's subsidiaries, and attorneys (collectively, the "CavMac Releasees") from and against any and all claims, damages, attorneys' fees, litigation expenses, liabilities, obligations, debts, contracts, agreements, actions, causes of action, claims for bonuses, payments, wages, benefits or other forms of compensation, charges, complaints and demands, in law or equity, whether now known or unknown, from the beginning of the world through the date of this Settlement Agreement, including, but not limited to, the full waiver and release of any and all claims and counterclaims that Buck or Cohen asserted or could have asserted against any CavMac Releasees in the Litigations and in full satisfaction of the February 9, 2007 Order of the New York Supreme Court [REDACTED]

[REDACTED] Nothing in this Section 9 shall release or discharge the provisions of this Settlement Agreement or the exhibits hereto.

10. Effective on [REDACTED], ACS, Buck, and Cohen unconditionally release and forever discharge CavMac's officers, employees, agents, subsidiaries, affiliates and attorneys (collectively, the "CavMac Employee Releasees") from and against any and all claims, damages, attorneys' fees, litigation expenses, liabilities, obligations, debts, contracts, agreements, actions, causes of action, claims for bonuses, payments, wages, benefits or other forms of compensation, charges, complaints and demands, in law or equity, whether now known or unknown, from the beginning of the world through the date of this Settlement Agreement, which arise from or relate to their acceptance of employment with CavMac, their employment with CavMac, their performance of services for or on behalf of CavMac, any solicitation of clients or former clients of Buck, any solicitation of employees or former employees of Buck, any allegation of misappropriation or theft of trade secrets or confidential or proprietary information of ACS or Buck, or any allegation of disclosure of trade secrets or confidential or proprietary information of ACS or Buck. Nothing in this Section 10 shall release or discharge the provisions of this Settlement Agreement or the exhibits hereto.

REDACTED

REDACTED

12. The undersigned signatories for ACS and Buck represent and warrant to the other parties hereto that each has the full right and authority to execute this Settlement Agreement on behalf of the entity or entities whom the signatories purport to represent, and the full right and authority to bind ACS and Buck to the obligations and other provisions of this Settlement Agreement. ACS and Buck each represent and warrant to the other parties hereto that neither has sold, assigned, conveyed, or otherwise transferred any interest in any claim, action, cause of action, or right that ACS or Buck has or may have had against the others including, but not limited to, those claims asserted by Buck in the Litigations. In this regard, ACS and Buck agree to defend, indemnify, and hold the CavMac Releasees and the CavMac Employee Releasees harmless from any and all demands, claims, actions, suits, and legal proceedings brought by any individual or entity claiming to be a purchaser, assignee, or transferee of ACS or Buck, including payment or reimbursement of the attorneys' fees and expenses incurred by the CavMac Releasees and the CavMac Employee Releasees arising from or relating to such demands, claims, actions, suits, and legal proceedings.

13. The undersigned signatories for CavMac, Cavanaugh, and Macdonald represent and warrant to the other parties hereto that each has the full right and authority to execute this Settlement Agreement on behalf of CavMac, Cavanaugh, and Macdonald, respectively, and the full right and authority to bind CavMac, Cavanaugh, and Macdonald, respectively, to the obligations and other provisions of this Settlement Agreement. CavMac, Cavanaugh, and Macdonald represent and warrant to the other parties hereto that CavMac, Cavanaugh, and Macdonald, respectively, have not sold, assigned, conveyed, or otherwise transferred any interest in any claim, action, cause of action, or right that any of them has or may have had against the other parties including, but not limited to, those claims asserted by the members of the CavMac Group in the Litigations. Furthermore, CavMac, Cavanaugh, and Macdonald each agree to



defend, indemnify, and hold the Buck Releasees harmless from any and all demands, claims, actions, suits, and legal proceedings brought by any individual or entity claiming to be a purchaser, assignee, or transferee of CavMac, Cavanaugh, or Macdonald, respectively, including payment or reimbursement of the attorneys' fees and expenses incurred by the Buck Releasees arising from or relating to such demands, claims, actions, suits, and legal proceedings.

14. This Settlement Agreement and the exhibits hereto constitute the full, complete and final expression of the parties' understanding with respect to the subject matter hereof and may only be modified in writing, signed by the party to be charged. This Settlement Agreement represents the compromise of disputed claims between and among the parties, and is not intended to be nor will it be construed as an admission by anyone of any liability, fault, or wrongdoing.

15. This Settlement Agreement and the exhibits hereto shall be deemed to be made and performed in the State of New York and shall be construed in accordance with the laws of the State of New York, without regard to conflict of laws provisions.

REDACTED

17. The parties agree that any dispute concerning the provisions of this Settlement Agreement not specified in Section 16 above shall be determined exclusively by and through final and binding arbitration in New York, New York. All parties expressly and conclusively waive any and all rights to proceed to a judicial determination with respect to the merits of such arbitrable matters. Such arbitration shall be conducted in accordance with the Commercial Arbitration Rules and Mediation Procedures of the American Arbitration Association then in effect before a panel of three arbitrators, one of whom shall be selected by the CavMac Group, one of whom shall be selected by Buck (or ACS or Cohen, if Buck is not involved in the dispute) and the third of whom shall be selected by the other two arbitrators.



To the CavMac Group:

Cavanaugh Macdonald Consulting, LLC  
3550 Busbee Pkwy, Suite 250  
Kennesaw, Georgia 30144  
Fax No. 678-388-1730  
Attention: Edward A. Macdonald and  
Thomas J. Cavanaugh

With a copy to:

Gambrell & Stolz, LLP  
Monarch Plaza, Suite 1600  
3414 Peachtree Rd. NE  
Atlanta, Georgia 30326  
Fax No.: 404-221-6501  
Attention: Robert G. Brazier, Esq.

or such other address, telecopy number or to the attention of such other person as the recipient party shall have specified by prior written notice to the sending party.

20. This Settlement Agreement may be executed in multiple counterparts, each of which shall be an original and all which, taken together, will constitute one and the same agreement among the parties.

IN WITNESS WHEREOF, the parties have executed this Settlement Agreement as of the date first written above.

Buck Consultants LLC

By: Karl W. Lehnert  
Title VICE PRESIDENT & SECRETARY

Mary G. Cohen  
Mary G. Cohen

Affiliated Computer Services, Inc.

By: \_\_\_\_\_  
Title

Edward A. Macdonald  
Edward A. Macdonald

Cavanaugh Macdonald Consulting, LLC

By: \_\_\_\_\_  
Title

Thomas J. Cavanaugh  
Thomas J. Cavanaugh

[REDACTED]

To the CavMac Group:

Cavanaugh Macdonald Consulting, LLC  
3550 Busbee Pkwy, Suite 250  
Kennesaw, Georgia 30144  
Fax No. 678-388-1730  
Attention: Edward A. Macdonald and  
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Buck Consultants LLC

By: \_\_\_\_\_  
Title

Mary G. Cohen

Affiliated Computer Services, Inc.

By: \_\_\_\_\_

Title Senior Managing Director

Edward A. Macdonald

Cavanaugh Macdonald Consulting, LLC

By: \_\_\_\_\_  
Title

Thomas J. Cavanaugh

To the CavMac Group:

Cavanaugh Macdonald Consulting, LLC  
3550 Busbee Pkwy, Suite 250  
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Buck Consultants LLC

By: \_\_\_\_\_  
Title

Mary G. Cohen

Affiliated Computer Services, Inc.

By: \_\_\_\_\_  
Title

Edward A. Macdonald

Cavanaugh Macdonald Consulting, LLC

By: \_\_\_\_\_  
Title

CEO

Thomas J. Cavanaugh