

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Employee Agreement
CONVEYING PARTY DATA	
Name	Execution Date
Tim M. Kirkpatrick	11/30/2006
RECEIVING PARTY DATA	
Name:	Ryan, Inc.
Street Address:	13155 Noel Road, Suite 100
City:	Dallas
State/Country:	TEXAS
Postal Code:	75240
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12557717
CORRESPONDENCE DATA	
Fax Number:	(214)200-0810
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	214-651-5000
Email:	ellen.lovelace@haynesboone.com
Correspondent Name:	Gavin George
Address Line 1:	Haynes and Boone, LLP
Address Line 2:	2323 Victory Ave., Suite 700
Address Line 4:	Dallas, TEXAS 75219
ATTORNEY DOCKET NUMBER:	41961.29
NAME OF SUBMITTER:	Gavin George
Total Attachments: 3 source=41961_29_EmpAgreement#page1.tif source=41961_29_EmpAgreement#page2.tif source=41961_29_EmpAgreement#page3.tif	

CH \$40.00 12557717

501158197

PATENT
REEL: 024288 FRAME: 0700

COPY

RYAN & COMPANY

EMPLOYEE AGREEMENT

Acknowledgements

The undersigned ("Employee") acknowledges that Ryan & Company, Inc., including all of its subsidiaries and affiliates (collectively, the "Company") has expended and will continue to expend substantial time, money, effort, and other resources to develop its goodwill, confidential information, trade secrets, and methods of doing business and that the Company has a legitimate business interest in protecting same. Employee further acknowledges that such confidential information, trade secrets, and proprietary methods provide the Company with a competitive advantage in the marketplace and are kept confidential and not shared except with those employees with a need to know them. Employee acknowledges that Employee will be provided certain confidential information, Company secrets, and proprietary information not generally known or available to the Company's competitors or the general public.

Employee and the Company wish to specify their understandings and agreements regarding these and related matters.

FOR VALUABLE CONSIDERATION, including but not limited to employment, continued employment, promotion, unique, and specialized development and access to certain of the Company's confidential information, Company secrets, and other proprietary information, Employee agrees with the Company as follows:

1. Nondisclosure of Confidential Information

Upon execution of this Agreement, and without regard to Employee's continued employment status, the Company shall be unconditionally obligated to, and shall, provide Employee with new and additional elements of the Company's confidential and proprietary business information (the "Confidential Information"). The Confidential Information may include, without limitation, information relating to persons, firms, and corporations that are or become customers or accounts of the Company during the term of the employment ("Customers") and persons, firms, and corporations that are actively solicited by the Company to become Customers ("Prospects"), including the names of Customers and Prospects, lists of Customers and Prospects, personal information as to Customers and Prospects, familiarity with Customers' and Prospects' specific tax needs and financial considerations, trade secrets and other of the Company's business information that is not generally or easily obtainable,

including specific engagement procedures, techniques, tax saving and mitigation strategies, internal procedures, programs, regular business reports, business plans, projections, budgets, financial information, specific information regarding proposals to Prospects and Customers, and all records, files, manuals, blanks, forms, materials, supplies, computer programs, and other materials furnished to Employee by the Company. All Confidential Information shall be and remain the property of the Company, and Employee shall safely keep and preserve such property.

In consideration of the training and support provided by the Company to Employee, and the compensation and other consideration to be paid to Employee under this Agreement, Employee agrees that Employee will not, without the written consent of the Company, disclose or make any use of such Confidential Information except as may be required in the course of rendering services under this Agreement. Further, Employee agrees to immediately deliver to the Company all Confidential Information and all copies thereof upon termination of employment. In the event the laws of the State applicable to the enforcement of this Section impose a reasonable time limitation, the period shall be deemed to be the term of Employee's employment with the Company and for three (3) years thereafter.

2. Discoveries and Inventions

Employee agrees that all discoveries, inventions, ideas, contributions, and improvements (whether or not patentable or copyrightable) which relate in any way to the Company's business, or which result from duties assigned by the Company to Employee and which, while Employee is employed by the Company, are developed, conceived or applied in practice by Employee, either alone or together with others at any time either during or after normal working hours, whether on or off Employee's job are and will continue to be the exclusive property of the Company. Employee further agrees to promptly and fully disclose and assign all of the foregoing to the Company without any further consideration. Employee acknowledges that any and all such discoveries, inventions, ideas, contributions, and improvements which were so developed, conceived or applied in practice by Employee at any time prior to the date of this Agreement during the term of Employee's employment and which relate to the actual or anticipated business activities of the Company, or result from or are suggested by, work which Employee has performed on behalf of the Company, belong exclusively to the Company.

July 2005

PATENT
REEL: 024288 FRAME: 0701

At any time during or after Employee's employment with the Company, Employee shall, at the Company's expense, sign all papers and undertake such other acts and things as the Company may reasonably require of Employee to protect its rights to such discoveries, inventions, ideas, contributions and improvements, including making application for, obtaining and enforcing patents, copyrights and the like under the laws of the United States or foreign countries.

3. Former Employers

Employee represents to the Company that (i) except as disclosed to the Company in writing on or before the date hereof, Employee is not a party to any agreement or understanding, written or oral, which may restrict Employee in any manner from engaging in any activities which Employee may be required or expected to perform in connection with Employee's duties with the Company, (ii) Employee will not disclose or use any confidential information that belongs to a former employer or other third party for the Company's benefit without the prior consent of such party, and (iii) Employee has returned or destroyed any papers in Employee's possession, which contained a former employer's or other third party's confidential information which Employee has a duty not to disclose.

4. Non-Solicitation of Employees

During the term of Employee's employment with the Company and for two (2) years thereafter, Employee will not directly or indirectly (i) solicit, induce or attempt to induce any employee of the Company or any independent contractor providing services to or on behalf of the Company, to terminate employment or the independent contractor business relationship with the Company, or (ii) hire or engage as an employee or independent contractor any person who is or was employed by the Company during the term of Employee's employment with the Company.

5. Employment at Will and Compliance with Company Policies and Procedures

Employee acknowledges and agrees that his or her employment with the Company can be terminated, for any reason whatsoever, with or without cause, and with or without notice at any time, at either Employee's or the Company's option.

Employee agrees at all times to adhere to the Company's policies and procedures, as the same may be updated and modified from time to time.

6. Consent to Respond to Employment Reference Inquiries and Release

Employee hereby grants the Company permission to speak and respond candidly with any person(s) who may at any

time in the future be checking Employee's references or otherwise be inquiring about Employee's job performance at the Company. Employee hereby agrees to release and hold harmless the Company for any damage or injury Employee might suffer as a result of any information provided by the Company to such person(s) checking Employee's references or otherwise inquiring about Employee's job performance at the Company. Employee further acknowledges that the Company will rely on the existence of this signed Agreement as the basis for providing additional information concerning Employee.

7. Construction of Agreement

Whenever there is a conflict between an applicable law of a jurisdiction which governs the subject matter of this Agreement and any provision of this Agreement, the affected portions of this Agreement shall be deemed redrawn, as to such jurisdiction only, in a manner which (i) eliminates any invalid, illegal or completely unenforceable provision, and (ii) as to any provision which is held to be excessively broad as to time, duration, scope, activity or subject, limits or reduces such provision so as to be enforceable to the extent compatible with the applicable law.

8. Enforcement of Agreement

Employee hereby expressly acknowledges that the loss of value to the Company, due to the violation of the covenants herein contained, cannot be estimated with any certainty and cannot be fairly and adequately compensated by damages and that the Company's loss through violation of this Agreement may be enforced by injunctive relief to which the Company shall be entitled in addition to any other rights which the Company may possess. Employee further hereby stipulates and admits that such injunctive relief is absolutely necessary to the Company and that the restraints set forth in this Agreement are reasonable and fair and in the event a court determines otherwise, the parties agree that the court is authorized and will be requested by both parties to revise the scope of the restraint, including adding new or different language, so as to make the restraints reasonable and enforceable. In the event the Company is forced to seek injunctive relief to enforce the provisions of this Agreement and the Company prevails in such action, Employee agrees to pay the Company its costs, including reasonable attorneys fees, for obtaining such injunctive relief.

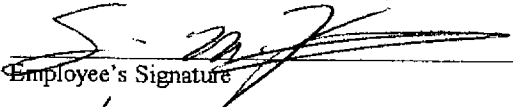
9. Governing Law

This Agreement shall be governed and construed in accordance with the laws of the State of Texas.

10. Entire Agreement

This Agreement supersedes any existing agreement entered into by Employee and the Company relating to the same subject matter and shall be effective as of the date Employee signs this Agreement as reflected immediately below Employee's signature.

ACKNOWLEDGED AND AGREED:


Employee's Signature

11/30/06
Date

TIM M KIRKPATRICK
Employee's Name (Please Print)

20427 STONE FALLS CT
Home Address

CYPRESS, TX 77433