

# PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT														
NATURE OF CONVEYANCE:	ASSIGNMENT														
<b>CONVEYING PARTY DATA</b>															
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 70%;">Name</th> <th style="width: 30%;">Execution Date</th> </tr> </thead> <tbody> <tr> <td>James E. Malackowski</td> <td>07/01/2010</td> </tr> <tr> <td>Cameron Gray</td> <td>03/07/2006</td> </tr> <tr> <td>Keith M. Cardoza</td> <td>12/31/2005</td> </tr> <tr> <td>Jonathan A. Barney</td> <td>05/11/2010</td> </tr> <tr> <td>Jason L. Gardner</td> <td>09/26/2006</td> </tr> <tr> <td>Stephen C. Yelderman</td> <td>09/19/2006</td> </tr> </tbody> </table>		Name	Execution Date	James E. Malackowski	07/01/2010	Cameron Gray	03/07/2006	Keith M. Cardoza	12/31/2005	Jonathan A. Barney	05/11/2010	Jason L. Gardner	09/26/2006	Stephen C. Yelderman	09/19/2006
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<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">Name:</td> <td>Ocean Tomo LLC</td> </tr> <tr> <td>Street Address:</td> <td>200 West Madison</td> </tr> <tr> <td>City:</td> <td>Chicago</td> </tr> <tr> <td>State/Country:</td> <td>ILLINOIS</td> </tr> <tr> <td>Postal Code:</td> <td>60606</td> </tr> </table>		Name:	Ocean Tomo LLC	Street Address:	200 West Madison	City:	Chicago	State/Country:	ILLINOIS	Postal Code:	60606				
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<b>PROPERTY NUMBERS Total: 1</b>															
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<b>CORRESPONDENCE DATA</b>															
<p>Fax Number: (312)673-0361</p> <p><i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Email: lcipra@vciplaw.com</p> <p>Correspondent Name: Charles C. Valauskas</p> <p>Address Line 1: 150 S. Wacker Drive</p> <p>Address Line 2: Suite 620</p> <p>Address Line 4: Chicago, ILLINOIS 60606</p>															
ATTORNEY DOCKET NUMBER:	7870-23														
NAME OF SUBMITTER:	Charles C. Valauskas														

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**PATENT**  
**REEL: 024797 FRAME: 0011**

**Total Attachments: 29**

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### ASSIGNMENT OF PATENT APPLICATION

I, the undersigned in consideration of the sum of One Dollar (\$1.00) paid by the Assignee and other good and valuable consideration, receipt of which is hereby expressly acknowledged, hereby sell, assign and transfer unto Ocean Tomo LLC, a limited liability company organized under the laws of Illinois and having an address of 200 West Madison, 37th Floor, Chicago, Illinois 60606, as Assignee, and its successors, assigns and legal representatives, the entire right, title and interest, for all countries in and to certain inventions relating to FINANCIAL INSTRUMENT BASED ON CONTENT AND METHODS FOR VALUATION described in a patent application for Letters Patent of the United States, for a full description of which reference is here made to the application for Letters Patent of the United States identified as U.S. Serial No. 12/449,268, and the invention(s) and improvement(s) set forth therein, and any and all continuations, continuations-in-part, divisionals, and renewals of and substitutes for said application for said Letters Patent, and all the rights and privileges under any and all Letters Patent that may be granted therefor in any country, and any reissues, or reexaminations, or extensions of said Letters Patent. I request that any and all Letters Patent for said inventions be issued to said Assignee, its successors, assigns and legal representatives, or to such nominees as it may designate.

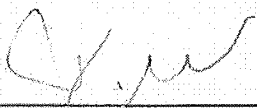
I agree that, when requested, I will, without charge to said Assignee but at its expense, sign all papers, take all rightful oaths, and do all acts which may be necessary, desirable or convenient for securing and maintaining patents for said inventions in any and all countries and for vesting title thereto in said Assignee, its successors, assigns and legal representatives or nominees.

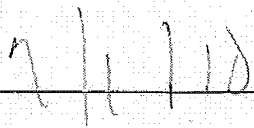
I authorize and empower the said Assignee, its successors, assigns and legal representatives or nominees, to invoke and claim for any application for patent or other form of protection for said inventions filed by it or them, the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it, and to invoke and claim such right of priority without further written or oral authorization from us.

I hereby consent that a copy of this assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document which may be required in any country for any purpose and more particularly in proof of the right of the said Assignee or nominee to claim the aforesaid benefit of the right of priority provided by the International convention which may henceforth be substituted for it.

I covenant with said Assignee, its successors, assigns and legal representatives, that the rights and property herein conveyed are free and clear of any encumbrance, and that we have full right to convey the same as herein expressed.

IN WITNESS WHEREOF, I have hereunto signed my name on the day and year set forth below.

  
James E. Malackowski


  
Date

Cameron Gray

Date

Keith M. Cardoza

Date

  
Jonathan A. Barney

May 11, 2010

Date

Jason L. Gardner

Date

Stephen C. Yelderman

Date

**OCEAN TOMO L.L.C.  
EMPLOYEE CONFIDENTIALITY AGREEMENT**

This Agreement is entered into in Chicago, Illinois, as of the 7th day of March 2006, between Ocean Tomo L.L.C. (the "Company", which shall be deemed to include itself, any subsidiaries and controlled affiliates, and the successors and assigns of any of the foregoing) and Cameron Gray (the "Employee").

WHEREAS, the Company possesses certain valuable confidential, proprietary and trade secret information (collectively, "Confidential Information" as further defined below), and client relationships, concerning its own business and those clients that gives the Company a competitive advantage. As a result of being employed by the Company, the Employee will be given access to and will assist in the development of the Company's Confidential Information and its client base and relationships, and it is the intent of this Agreement to safeguard the Confidential Information and the Company's client relationships both during and after the term of Employee's at-will employment by the Company; and

WHEREAS, the Company's reputation and present and future competitive position is largely dependent upon the confidentiality of such information and of the post-employment non-solicitation by the Employee as set forth herein;

NOW, THEREFORE, in consideration of the Company employing or continuing to employ the Employee, and of the Company providing the Employee access to the Confidential Information and to the Company's clients, and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

***REDACTED***

**REDACTED**

2. **Inventions.** Employee agrees that all Inventions, Discoveries and Improvements shall be and are the property of the Company. Employee agrees that he will promptly disclose, transfer and assign to the Company, without additional consideration, all Inventions, Discoveries and Improvements made, conceived expressed, developed or actually or constructively reduced to practice by the Employee solely or jointly with others during the employment term, which are within or in any way related to the existing or contemplated scope of the business of the Company, all of which Inventions, Discoveries and Improvement shall be deemed to have been made within the Employment Term if made or conceived within six months of the end of the Employment Term. For purposes of this provision, the terms "Inventions, Discoveries and Improvements" shall include all ideas, potential marketing and sales relationships, inventions, research, plans for products or services, marketing plans, computer software (including source code and object code), computer programs, original works of authorship, characters, know-how, trade secrets, information, data, developments, discoveries, improvements, modifications, technology, algorithms, and designs, whether or not subject to patent or copyright protection. Notwithstanding anything herein to the contrary, no provision of this Agreement is intended to assign any of the Employee's rights in an Invention, Discovery or Improvement for which no equipment, supplies, facilities or trade secret information of the Company was used and which was developed entirely on Employee's own time, unless the invention relates to the business of

the Company or to the Company's actual or demonstrably anticipated research or development, or unless the invention resulted from any work performed by the Employee for the Company. Employee shall cooperate with the Company to protect the Company's interests in Inventions, Discoveries and Improvements. Employee, at the Company's expense, shall execute and file any document(s) requested by the Company which relate to any Inventions, Discoveries and Improvements (including applications, powers of attorney, assignments or other instruments) which the Company deems necessary to apply for any patent, copyright or other proprietary right in any and all countries, or to convey any right, title or interest therein to any of its nominees, successors or assigns.

3. **Ownership of Company Intellectual Property.** Employee agrees that he shall have no right, title or interest in or to any Company Intellectual Property or any patents, copyrights, trademarks or other rights in connection therewith. Employee agrees to assign to the Company any rights he may have or acquire in all Company Intellectual Property and all patents, copyrights, trademarks and other rights in connection therewith. Employee further agrees as to all Company Intellectual Property to assist the Company in every proper way (but at the Company's expense) to obtain and from time to time enforce patents, copyrights, trademarks and other rights and protections relating to the Company Intellectual Property in any and all countries, and to that end he will execute all documents for use in applying for and obtaining such patents, copyrights, trademarks and other rights and protections and enforcing the same, as the Company may desire, together with any assignments thereof to the Company or persons designated by it. Employee's obligation to assist the Company in obtaining and enforcing patents, copyrights, trademarks and other rights and protections relating to the Company Intellectual Property in any and all countries shall continue beyond the termination of his employment, but the Company shall compensate him at a reasonable rate after such termination for time actually spent by him at the Company's request on such assistance. In the event the Company is unable, after reasonable effort, to secure Employee's signature on any document or documents needed to apply for or prosecute any patent, copyright or other right or protection relating to any Company Intellectual Property, for any reason whatsoever, Employee hereby irrevocably designates and appoint the Company and its duly authorized officers and agents as my agent and attorney-in-fact to act for and on Employee's behalf to execute and file any such application or other document and to do all other lawfully permitted acts to further the prosecution and issuance of patents, copyrights, or similar protections thereon with the same legal force and effect as if executed by Employee. Notwithstanding anything to the contrary contained in this Agreement, the provisions of this Section 3 shall not apply to any invention to which Employee is entitled under the Illinois Employee Patent Act, 765 ILCS 1060 §§1-3.

***REDACTED***

**REDACTED**



Employee acknowledges that he has read and understood this Agreement in its entirety before signing the Agreement, and that Employee has had an opportunity to consult with counsel of his choice before doing so.

IN WITNESS WHEREOF, the Employee and the Company have executed this Agreement as of the date set forth above.

**[Signature Page Follows]**

Dated as of: March 14, 2006

Employee Signature: Cameron Gray

Employee Name (Printed): CAMERON GRAY

OCEAN TOMO, L.L.C

By: Sara Joy Clemmer

Name: SARA JOY CLEMMER

Title: Recruiting Director

**OCEAN TOMO L.L.C.  
EMPLOYEE CONFIDENTIALITY AGREEMENT**

This Agreement is entered into in Chicago, Illinois, as of the 19th day of September 2006, between Ocean Tomo L.L.C. (the "Company", which shall be deemed to include itself, any subsidiaries and controlled affiliates, and the successors and assigns of any of the foregoing) and Steve Yelderman (the "Employee").

WHEREAS, the Company possesses certain valuable confidential, proprietary and trade secret information (collectively, "Confidential Information" as further defined below), and client relationships, concerning its own business and those clients that gives the Company a competitive advantage. As a result of being employed by the Company, the Employee will be given access to and will assist in the development of the Company's Confidential Information and its client base and relationships, and it is the intent of this Agreement to safeguard the Confidential Information and the Company's client relationships both during and after the term of Employee's at-will employment by the Company; and

WHEREAS, the Company's reputation and present and future competitive position is largely dependent upon the confidentiality of such information and of the post-employment non-solicitation by the Employee as set forth herein;

NOW, THEREFORE, in consideration of the Company employing or continuing to employ the Employee, and of the Company providing the Employee access to the Confidential Information and to the Company's clients, and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

***REDACTED***

**REDACTED**

2. **Inventions.** Employee agrees that all Inventions, Discoveries and Improvements shall be and are the property of the Company. Employee agrees that he will promptly disclose, transfer and assign to the Company, without additional consideration, all Inventions, Discoveries and Improvements made, conceived expressed, developed or actually or constructively reduced to practice by the Employee solely or jointly with others during the employment term, which are within or in any way related to the existing or contemplated scope of the business of the Company, all of which Inventions, Discoveries and Improvement shall be deemed to have been made within the Employment Term if made or conceived within six months of the end of the Employment Term. For purposes of this provision, the terms "Inventions, Discoveries and Improvements" shall include all ideas, potential marketing and sales relationships, inventions, research, plans for products or services, marketing plans, computer software (including source code and object code), computer programs, original works of authorship, characters, know-how, trade secrets, information, data, developments, discoveries, improvements, modifications, technology, algorithms, and designs, whether or not subject to patent or copyright protection. Notwithstanding anything herein to the contrary, no provision of this Agreement is intended to assign any of the Employee's rights in an Invention, Discovery or Improvement for which no equipment, supplies, facilities or trade secret information of the Company was used and which was developed entirely on Employee's own time, unless the invention relates to the business of

the Company or to the Company's actual or demonstrably anticipated research or development, or unless the invention resulted from any work performed by the Employee for the Company. Employee shall cooperate with the Company to protect the Company's interests in Inventions, Discoveries and Improvements. Employee, at the Company's expense, shall execute and file any document(s) requested by the Company which relate to any Inventions, Discoveries and Improvements (including applications, powers of attorney, assignments or other instruments) which the Company deems necessary to apply for any patent, copyright or other proprietary right in any and all countries, or to convey any right, title or interest therein to any of its nominees, successors or assigns.

3. **Ownership of Company Intellectual Property.** Employee agrees that he shall have no right, title or interest in or to any Company Intellectual Property or any patents, copyrights, trademarks or other rights in connection therewith. Employee agrees to assign to the Company any rights he may have or acquire in all Company Intellectual Property and all patents, copyrights, trademarks and other rights in connection therewith. Employee further agrees as to all Company Intellectual Property to assist the Company in every proper way (but at the Company's expense) to obtain and from time to time enforce patents, copyrights, trademarks and other rights and protections relating to the Company Intellectual Property in any and all countries, and to that end he will execute all documents for use in applying for and obtaining such patents, copyrights, trademarks and other rights and protections and enforcing the same, as the Company may desire, together with any assignments thereof to the Company or persons designated by it. Employee's obligation to assist the Company in obtaining and enforcing patents, copyrights, trademarks and other rights and protections relating to the Company Intellectual Property in any and all countries shall continue beyond the termination of his employment, but the Company shall compensate him at a reasonable rate after such termination for time actually spent by him at the Company's request on such assistance. In the event the Company is unable, after reasonable effort, to secure Employee's signature on any document or documents needed to apply for or prosecute any patent, copyright or other right or protection relating to any Company Intellectual Property, for any reason whatsoever, Employee hereby irrevocably designates and appoint the Company and its duly authorized officers and agents as my agent and attorney-in-fact to act for and on Employee's behalf to execute and file any such application or other document and to do all other lawfully permitted acts to further the prosecution and issuance of patents, copyrights, or similar protections thereon with the same legal force and effect as if executed by Employee. Notwithstanding anything to the contrary contained in this Agreement, the provisions of this Section 3 shall not apply to any invention to which Employee is entitled under the Illinois Employee Patent Act, 765 ILCS 1060 §§1-3.

***REDACTED***

**REDACTED**

Employee acknowledges that he has read and understood this Agreement in its entirety before signing the Agreement, and that Employee has had an opportunity to consult with counsel of his choice before doing so.

IN WITNESS WHEREOF, the Employee and the Company have executed this Agreement as of the date set forth above.

**[Signature Page Follows]**

Dated as of: 9/22/06

Employee Signature: [Signature]

Employee Name (Printed): Stephen Yelderman

OCEAN TOMO, L.L.C

By: [Signature]

Name: SARA JOY CLEMMER

Title: Recruiting Director





OCEAN TOMO  
INTELLECTUAL CAPITAL EQUITY

**INDEPENDENT CONTRACTOR AGREEMENT**

This Independent Contractor Agreement is made this 26<sup>th</sup> day of September, 2006 by and between Ocean Tomo Corporate Finance, LLC, an Illinois limited liability company ("**OTCF**"); and Jason L. Gardner ("**Gardner**"). OTCF and Gardner are sometimes individually referred to as "**Party**" and collectively referred to as "**Parties**".

**REDACTED**

# REDACTED

(b) Gardner agrees that all documentation, reports, designs, methods, writings, compilation of information, discoveries, and/or other materials, whether or not patentable or registerable under copyright or otherwise protected or protectable as intellectual property in the United States, that are fixed in a tangible medium, conceived, reduced to practice, designed, prepared, produced or developed by Gardner, either alone

Confidential

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**PATENT**  
**REEL: 024797 FRAME: 0028**

or in concert with others, in the course of performing the Services hereunder, that are based upon knowledge or Confidential Information learned or gained from OTCF, or that results from the use of OTCF's facilities, personnel or materials, are strictly confidential, and shall be the sole and exclusive property of, and are hereby assigned to, OTCF.

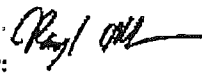
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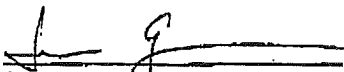
16. This Agreement shall become binding when any one or more counterparts hereof, individually or taken together, shall bear the signatures each of the Parties hereto and may be delivered by facsimile. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original as against the Party whose signature appears thereon, but all of which taken together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by on the date(s) set forth below:

OCEAN TOMO INVESTMENT ADVISORS, LLC

GARDNER

By: 

  
Jason L. Gardner

Name: Raymond Millien

Title: Secretary/General Counsel

Confidential

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## EMPLOYMENT AGREEMENT

This EMPLOYMENT AGREEMENT, dated as of \_\_\_\_\_, 2005, (the "Effective Date") is between Ocean Tomo, LLC, an Illinois limited liability company (the "Company"), and Keith Cardoza (the "Executive").

WHEREAS, the Company desires to employ the Executive as an employee of the Company (or one of its Affiliates), and the Executive desires to serve as an employee of the Company (or one of its Affiliates), on the terms and conditions set forth in the Agreement.

NOW, THEREFORE, in consideration of the premises, the mutual covenants contained herein and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Company and the Executive agree as follows:

### ARTICLE I

#### CERTAIN DEFINITIONS

**REDACTED**

***REDACTED***

**ARTICLE II  
EMPLOYMENT**

***REDACTED***

***REDACTED***

**ARTICLE III**

**COMPENSATION AND BENEFITS**

***REDACTED***

**REDACTED**

ARTICLE IV  
TERMINATION

**REDACTED**



**REDACTED**

ARTICLE V

COVENANTS AND REPRESENTATIONS

**REDACTED**

**REDACTED**

**REDACTED**

Section 5.3 Inventions and Patents. The Executive agrees that all inventions, discoveries, innovations, improvements, developments, methods, analyses, reports and all similar or related information which relates to the actual or anticipated business of the Company or any of its Affiliates, research and development or existing or future, products or services and that are conceived, developed or made by the Executive while employed by the Company or any of its Affiliates ("Work Product") belong to the Company or such Affiliate. The Executive shall promptly disclose such Work Product to the Company and perform all actions reasonably requested by the Company (whether during or after the Term and at the Company's expense) to establish and confirm such ownership (including, without limitation, assignments, consents, powers of attorney and other instruments).

**REDACTED**

**REDACTED**

ARTICLE VI

MISCELLANEOUS

**REDACTED**

**REDACTED**

**REDACTED**

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed by its duly authorized officer, and the Executive has executed this Agreement, all as of the day, month and year first above written.

OCEAN TOMO, LLC

By: MR. Chappard  
Its: Dir of HR

Keith Cardozo  
[Executive]