

Form PTO-1595 (Rev. 01-09)
OMB No. 0651-0027 (exp. 02/28/2009)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

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)

Kelly Looney

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

2. Name and address of receiving party(ies)

Name: Rocksteady Networks, Inc.

Internal Address: _____

Street Address: 3410 Far West Blvd., Suite 210

City: Austin

State: Texas

Country: US Zip: 78731

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

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

Execution Date(s) June 18, 2003

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

4. Application or patent number(s):

A. Patent Application No.(s)

12/753,390 (Atty Docket No. ION1120-4)

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: Sprinkle IP Law Group (Cust. No. 44654)

Internal Address: _____

Street Address: 1301 W. 25th Street, Suite 408

City: Austin

State: Texas Zip: 78705

Phone Number: 512-637-9220

Fax Number: 512-371-9088

Email Address: _____

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00

- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

8. Payment Information

Deposit Account Number: 503183

Authorized User Name: Katharina W. Schuster

9. Signature:

Katharina W. Schuster
Signature

Jan. 14, 2011
Date

Katharina W. Schuster, Reg. No. 50,000

Name of Person Signing

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

13

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, VA 22313-1450

PATENT

CH \$40.00 503183 12753390

Draft Dated
6/12/2003

SEPARATION AGREEMENT AND FULL AND FINAL RELEASE OF CLAIMS

Kelly Looney, an individual residing in Travis County, Texas ("Employee"), and RockSteady Networks, Inc., a Texas corporation, together with its parent and affiliated companies, its successors and assigns, and each of their officers, directors, agents, and employees (collectively referred to herein as the "Company"), enter into this Separation Agreement and Full and Final Release of Claims (this "Agreement"), and in order to compromise, resolve, and settle all possible disputes and claims among them, the parties agree as follows:

1. Separation from Employment. Employee voluntarily separated from his employment with the Company effective June 20, 2003 (the "Effective Date"), thereby discontinuing any employer/employee relationship between the Company and Employee.
2. Resignation. Employee hereby resigns from all Company offices held by Employee and from the Company's Board of Directors.
3. Release. Employee hereby releases and forever discharges the Company, from any and all claims, liabilities, costs, and damages of any nature whatsoever, both known and unknown, including, but not limited to, any claims based on rights under the Civil Rights Act of 1964, as amended, 42 U.S.C. "2000e, et seq.; the Age Discrimination in Employment Act of 1967, 29 U.S.C. "621, as amended; the Americans with Disabilities Act, 42 U.S.C." 12101, et seq.; the Texas Commission on Human Rights Act, Tex. Labor Code " 21.001, et seq. (prohibiting discrimination based upon age, race, sex, religion, national origin, disability); and any and all statutory claims and common law causes of action for breach of contract or tort, including but not limited to claims of wrongful discharge, fraud, promissory estoppel, intentional infliction of emotional distress, defamation, and assault, which he has or may have against the Company for any alleged act or omission which occurred on or at any time prior to the date of Employee's execution of this Agreement.
4. Exclusions. Excluded from this Agreement are any claims which cannot be waived by law; however, Employee does waive his right to any monetary recovery should any agency pursue claims against the Company on Employee's behalf.
5. Representations and Warranties.
 - (a) Employee represents and warrants that to the best of his knowledge, no other person or entity other than Employee is entitled to assert on his behalf any claims against the Company.
 - (b) Employee is the record holder and beneficial owner of [REDACTED] shares of the [REDACTED] par value Common Stock of the Company (the "Shares"), and options (the "Options") to acquire a total of [REDACTED] shares of the Company's Common Stock (the "Option Shares") under the Company's 2002 Incentive Plan (the "Plan"). Employee holds of record and owns beneficially the Shares and the Options, free and clear of any liens or restrictions on transfer (other than any agreements with the Company, including, but not limited to, the Amended and Restated Shareholders' Agreement dated June 21, 2002 (the "Shareholders' Agreement") and the Right of

First Refusal and Co-Sale Agreement dated June 21, 2002, and restrictions under the Securities Act of 1933, as amended, and state securities laws), taxes, security interests, options, warrants, purchase rights, contracts, commitments, equities, claims, and demands. In addition, Employee owns the Shares and Options free and clear of any voting trusts, voting agreements or proxies, and free and clear of any claims and encumbrances of any kind whatsoever. Except as provided by Section 7 of this Agreement, the Shares, together with the Options and Option Shares, represent the only equity or other interest of Employee in the Company, and following the consummation of the transactions contemplated by this Agreement, Employee surrenders all interest and will have no further interest in the Company of any nature whatsoever nor will he, by virtue of any document, instrument or agreement in existence on or prior to this date, have any rights of any nature to acquire Company stock or to participate in the business of the Company in any manner or under any agreement, all such rights being hereby relinquished in full.

6. Consideration to Employee. In consideration of the promises and the covenants set forth in this Agreement and Employee's compliance with Sections 9 and 10 of this Agreement, the Company agrees as follows:

(a) A one-time payment equal to [REDACTED] will be paid to Employee on June 30, 2003 (the "Initial Severance Payment"). Employee acknowledges that the Initial Severance Payment constitutes monies to which he was previously not entitled.

(b) If the Company closes another Financing Event (as defined below) prior to December 31, 2004, the Company will make a one-time payment equal to [REDACTED] to Employee within 30 days of the closing of such Financing Event (the "Conditional Severance Payment"). A "Financing Event" is a transaction after the date hereof in which the Company sells shares of its capital stock for proceeds payable to the Company of at least [REDACTED] provided by a venture capital investor or similar third party investor involving primarily investors that are not currently equity owners of the Company. Employee acknowledges that the Conditional Severance Payment constitutes monies to which he was previously not entitled.

(c) On or about January 31, 2003, Employee, as Maker, and the Company, as Payee, executed that certain Secured Note (the "Secured Note") in the original principal amount of [REDACTED]. The Secured Note is hereby cancelled and forever discharged. Employee acknowledges that he was not previously entitled to cancellation of the Secured Note.

Employee recognizes that the Company will withhold from the cash payments described in this Section 6 federal and state taxes, F.I.C.A., and other standard payroll deductions.

7. Surrender of Shares and Options. In partial consideration of the payments to Employee set forth in Section 6(a) of this Agreement and the cancellation of the Secured Note as provided by Section 6(c) of this Agreement, Employee hereby irrevocably agrees to (i) forfeit and cancel Options to acquire [REDACTED] Option Shares and (ii) surrender any and all of the Shares. Accordingly, Employee shall have no equity interest in the Company but for Options to acquire [REDACTED] Option Shares. These [REDACTED] Options shall immediately vest on the date hereof and, pursuant to Section C of the Plan, Employee will have 90 days from the Effective Date to exercise the same. Employee hereby appoints each officer of the Company as his attorney-in-fact to effect the surrender

of the original stock certificate evidencing the Shares. Employee hereby irrevocably and unconditionally waives any obligation of the Company to repurchase the Shares pursuant to the Shareholders' Agreement, and further acknowledges that the Company will not repurchase the Shares as contemplated by the Shareholders' Agreement. In addition, Employee releases the Company and promises not to sue the Company or its respective officers, directors, shareholders, successors and assigns with respect to any of the Company's obligations under the Shareholders' Agreement.

8. Confidentiality of Agreement. Employee and the Company agree that this Agreement may be used as evidence in a subsequent proceeding in which any of the parties allege a breach of this Agreement. However, Employee agrees that the fact that Employee and the Company have reached this Agreement and its terms, specifically including, but not limited to, the amount paid hereunder, will be treated as a strictly confidential matter between the parties, and will not be disclosed by Employee to any current, former, or future friends or family members of Employee, save and except his spouse, nor to any future, current, or former employee of the Company, except as may be required by law, as necessary in filing tax returns, under Court direction or order, or to any governmental agency. This confidentiality provision is a material and substantial term of this Agreement.

9. Confidentiality of Company Information. Employee further reaffirms that he understands and acknowledges his obligation to keep confidential all confidential and proprietary information of the Company. Employee will not directly or indirectly use, disclose, or disseminate the Company's confidential and proprietary information. Employee represents that he has returned all property and information belonging to the Company, including, but not limited to, all technical information, customer information, pricing information, brochures, specifications, quotations, marketing strategies, inventory records and sales records, and has destroyed any confidential or proprietary information of the Company located on any computer storage within the possession of Employee. Employee acknowledges that he has not kept any copies, nor made or retained any abstracts or notes of such information. In addition to the foregoing, Employee reaffirms that he will continue to comply with all of the terms of the Company's Proprietary Information and Inventions Agreement and Article V of the Shareholders' Agreement, including his obligation to provide the Company a sworn affidavit that he has complied with Section 5.2 of the Shareholder Agreement within 30 days of his ceasing to own stock in the Company.

10. Noncompetitor. Employee reaffirms that he will comply with all obligations under the Shareholder's Agreement to refrain from competing with the Company for a period of one year following his separation from employment. During this period, Employee will not directly or indirectly, as an employee, employer, contractor, consultant, agent, principal, corporate officer, director, or in any other individual or representative capacity, engage or participate in any business or practice that is in competition in any manner whatsoever with the business of the Company.

11. No Admission. The terms of this Agreement are a compromise and settlement of any disputed claims, the validity, existence, or occurrence of which are expressly denied by the Company. This Agreement does not constitute, and shall not be construed as, an admission by the Company of any breach of contract or other violation of any right of Employee, or any harm to him of any kind whatsoever, or of any violation of any federal, state, or local statute, law, or regulation.

To the contrary, the Company denies any liability whatsoever to Employee.

12. No Obligation to Rehire. Employee agrees and recognizes that his employment relationship with the Company has been permanently and irrevocably severed; that Employee will not apply for or otherwise seek reemployment or status as an independent contractor with the Company at any time; and that the Company has no obligation, contractual or otherwise, to reemploy or hire Employee in the future.

13. No Further Benefits. Effective with the close of business on June 20, 2003, Employee's participation in and entitlement to all fringe benefits or employee benefit plans or programs shall cease. No vacation or sick leave shall accrue for any period of time not worked. Nothing in this Agreement is intended to waive or abridge any rights Employee has in any Company retirement or 401(k) plan which were vested on or before the date of separation, or any right of Employee under the Consolidated Omnibus Budget Reconciliation Act of 1985, Section 4980B of the Internal Revenue Code of 1986, as amended ("COBRA").

14. Counterparts. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

15. No Other Consideration. The undersigned affirm that the terms stated herein constitute the only consideration for their signing this Agreement, that no other promises or agreements of any kind have been made by any person or entity to cause them to execute this Agreement, and that they fully understand the meaning and intent of this Agreement, including, but not limited to, its final and binding effect.

16. Governing Law. THIS AGREEMENT SHALL BE GOVERNED IN ALL RESPECTS BY THE LAWS OF THE STATE OF TEXAS AS SUCH LAWS ARE APPLIED TO AGREEMENTS BETWEEN TEXAS RESIDENTS ENTERED INTO AND TO BE PERFORMED ENTIRELY WITHIN TEXAS, WITHOUT REGARD TO CONFLICT OF LAWS RULES.

17. Legal Construction. The language of this Agreement shall be construed as a whole, according to its fair meaning, and shall not be construed strictly for or against either of the parties.

18. Severability. If any provision of this Agreement is held by final judgment of a court of competent jurisdiction to be invalid, illegal or unenforceable, such valid, illegal, or unenforceable provision shall be severed from the remainder of this Agreement, and the remainder of this Agreement shall be enforced. In addition, the invalid, illegal or unenforceable provision shall be deemed to be automatically modified, and, as so modified, to be included in this Agreement, such modification being made to the minimum extent necessary to render the provision valid, legal and enforceable. Notwithstanding the foregoing, however, if the severed or modified provision concerns all or a portion of the essential consideration to be delivered under this Agreement by one party to the other, the remaining provisions of this Agreement shall also be modified to the extent necessary to equitably adjust the parties' respective rights and obligations hereunder.

19. Entire Agreement. This Agreement contains the entire understanding between the parties concerning the subject matter contained herein and supersedes any prior employment or

similar agreements between the parties, including, but not limited to, that certain Executive Employment Agreement entered into as of June 22, 2002 by and between the Company and Employee.

20. Arbitration. The Employee and the Company mutually consent to the resolution by arbitration of any and all claims or controversies arising in connection with either the interpretation, scope, and/or the enforcement of this "Separation Agreement and Full and Final Release of Claims," and mutually agree that such arbitration shall be in accordance with the then-current Model Employment Arbitration Procedures of the American Arbitration Association before an arbitrator who is licensed to practice law.

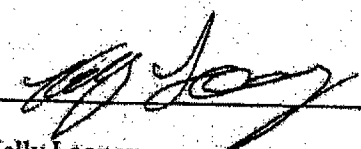
21. Sufficiency of Consideration. Employee acknowledges that the consideration recited in this Agreement is adequate to make it final and binding, and is in addition to payments or benefits to which Employee would otherwise be entitled as a former employee of the Company.

22. Effective Date. Employee has been advised, both orally and by this writing, of his right to consult with an attorney before entering this Agreement. Employee (a) shall have a period of 21 days from the date of delivery of this Agreement to accept the Agreement, and (b) shall have seven days following execution of this Agreement during which he may revoke the Agreement by providing the Company written notice of his revocation. If this Agreement is not revoked by Employee during said seven day period, it shall be deemed accepted. The Agreement shall not be effective or enforceable until the revocation period has expired (the "Effective Date").

23. Voluntary Execution. EMPLOYEE FURTHER STATES THAT HE HAS CAREFULLY READ THE FOREGOING "SEPARATION AGREEMENT AND FULL AND FINAL RELEASE OF CLAIMS" AND THAT HE KNOWS AND UNDERSTANDS THE CONTENTS THEREOF AND THAT HE EXECUTES THE SAME AS HIS OWN FREE ACT AND DEED.


DELIVERED TO EMPLOYEE THIS THE 16th DAY OF JUNE, 2003.

EMPLOYEE

By: 
Kelly Looney

Date: 6/18/03

WITNESS (Must be employed by the Company)

Date:  6/18/03

ROCKSTEADY NETWORKS, INC.

By: *[Signature]*

Date: 6-20-03

Name: Michael D. Williams

Title: CEO

ACKNOWLEDGEMENT

This Acknowledgement (the "Acknowledgement") is entered into as of October ____, 2003 (the "Effective Date"), by and among Kelly Looney ("Looney") and RockSteady Networks, Inc., a Texas corporation ("RockSteady").

RECITALS

WHEREAS, Looney and RockSteady are parties to that certain Separation Agreement and Full and Final Release of Claims dated to be effective June 20, 2003 (the "Agreement");

WHEREAS, pursuant to the Agreement, RockSteady is obligated to pay to Looney the sum of [REDACTED] (the "Payment Obligation") within 30 days of the closing of a Financing Event (as defined in the Agreement);

WHEREAS, the Company closed a Financing Event on October 9, 2003; and

WHEREAS, the Company has paid [REDACTED] in cash in complete satisfaction of the Payment Obligation.

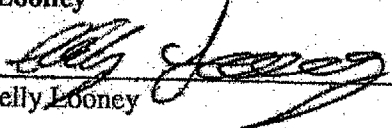
NOW THEREFORE, in consideration of the foregoing:

1. Looney acknowledges that (i) RockSteady has paid pursuant to a cash payment the entire Payment Obligation and (ii) RockSteady has satisfied all payment obligations under the Agreement and Looney shall have no further rights to any payments or deliveries from RockSteady of cash or any other property, including capital stock of RockSteady.
2. Looney further acknowledges and agrees that the Agreement shall continue to be in full force and effect, and that he continues to be bound by and subject to all obligations under the Agreement and that certain Amended and Restated Shareholders' Agreement dated June 21, 2002 (the "Shareholders' Agreement"), including, without limitation, Sections 8, 9 and 10 of the Agreement and Article V of the Shareholders' Agreement, and all obligations of Looney under that certain Proprietary Information and Inventions Agreement by and between RockSteady and Looney that survived the termination of Looney's employment.
3. This Acknowledgment may be executed in multiple counterparts, each of which shall be deemed an original for all purposes, and all of which together shall constitute one instrument. Each such multiple counterpart of this Consent may be transmitted via facsimile or other similar electronic means, and a facsimile of the signature of one or more of the undersigned shall be deemed an original signature for all purposes and have the same force and effect as a manually signed original.

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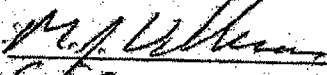
IN WITNESS WHEREOF, the parties have executed this Consent as of the day, month and year first set forth above.


"Looney"



Kelly Looney

RockSteady Networks, Inc.

By: 

Its: 

rocksteady**ROCKSTEADY NETWORKS, INC.****Proprietary Information And
Inventions Agreement**

In consideration of my employment or continued employment by Rocksteady Networks, Inc., a Texas corporation (the "Company"), the Company's granting me access to its confidential and proprietary information, and the compensation now and hereafter paid to me, the undersigned hereby agrees as follows:

1. Recognition of Company's Rights; Nondisclosure. At all times during the term of my employment and thereafter, I will hold in strictest confidence and will not disclose, use, lecture upon or publish any of the Company's Proprietary Information (defined below), except as such disclosure, use or publication may be required in connection with my work for the Company, or unless an officer of the Company expressly authorizes such in writing. I hereby assign to the Company any rights I may have or acquire in such Proprietary Information and recognize that all Proprietary Information is and shall be the sole property of the Company, its successors and assigns and that the Company, its successors and assigns shall be the sole owner of all patent rights, copyrights, trade secret rights and all other rights (collectively, "Proprietary Rights") throughout the world in connection therewith. I agree that Internet domain names embodying any of the Company's trade or service marks are part of the Company's "Proprietary Rights" and, unless specifically instructed to do so by the Company, I will not register any such domain names in my name or any name other than the Company's, and if I come into possession of any such domain names, I agree to transfer such domain names to the Company upon request.

The term "Proprietary Information" shall mean trade secrets, confidential knowledge, data or any other proprietary information of the Company. By way of illustration but not limitation, "Proprietary Information" includes (a) inventions, trade secrets, ideas, processes, formulas, data, programs, other works of authorship, know-how, improvements, discoveries, developments, designs and techniques (hereinafter collectively referred to as "Inventions"); and (b) information regarding plans for research, development, new products and services, marketing and selling, business plans, budgets and unpublished financial statements, licenses, prices and costs, suppliers and customers; and information regarding the skills and compensation of other employees of the Company.

2. Third Party Information. I understand, in addition, that the Company has and may from time to time in the future receive from third parties confidential or proprietary information ("Third Party Information") subject to a duty of the Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes. During the term of my employment and thereafter, I will hold Third Party Information in the strictest confidence and will not disclose (to anyone other than Company personnel who need to know such information in connection with their work for the Company) or use, except in connection with my work for the Company, Third Party Information unless expressly authorized by an executive officer of the Company in writing.

3. Assignment of Inventions.

(a) I hereby assign to the Company all my right, title and interest in and to any and all Inventions (and all Proprietary Rights with respect thereto) related to the Company's business, whether or not patentable or registrable under copyright or similar statutes, made or conceived or reduced to practice or learned by me, either alone or jointly with others, during the period of my employment with the Company.

(b) I acknowledge that all original works of authorship which are made by me (solely or jointly with others) within the scope of my employment and which are protectable by copyright are "works made for hire," as that term is defined in the United States Copyright Act (17 U.S.C., Section 101). Inventions assigned to or as directed by the Company by this paragraph 3 are hereinafter referred to as "Company Inventions."

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4. Enforcement of Proprietary Rights. I will assist the Company in every proper way to obtain and from time to time enforce United States and foreign Proprietary Rights relating to Company Inventions in any and all countries. To that end I will execute, verify and deliver such documents and perform such other acts (including appearing as a witness) as the Company may reasonably request for use in applying for, obtaining, perfecting, evidencing, sustaining and enforcing such Proprietary Rights and the assignment thereof. In addition, I will execute, verify and deliver assignments of such Proprietary Rights to the Company or its designee. My obligation to assist the Company with respect to Proprietary Rights relating to such Company Inventions in any and all countries shall continue beyond the termination of my employment, but the Company shall compensate me at a reasonable rate after my termination for the time actually spent by me at the Company's request on such assistance.

In the event the Company is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraph, I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney in fact, to act for and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraph thereon with the same legal force and effect as if executed by me. I hereby waive and quit claim to the Company any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any Proprietary Rights assigned hereunder to the Company.

5. Obligation to Keep Company Informed. During the period of my employment, I will promptly disclose to the Company fully and in writing and will hold in trust for the sole right and benefit of the Company any and all Inventions. In addition, after termination of my employment, I will disclose all patent applications filed by me within three (3) years after termination of employment.

6. Prior Inventions. Inventions, if any, patented or unpatented, which I made prior to the commencement of my employment with the Company are excluded from the scope of this Agreement. To preclude any possible uncertainty, I have set forth on Exhibit A attached hereto a complete list of all Inventions that I have, alone or jointly with others, conceived, developed or reduced to practice or caused to be conceived, developed or reduced to practice prior to commencement of my employment with the Company, that I consider to be my property or the property of third parties and that I wish to have excluded from the scope of this Agreement. If disclosure of any such Invention on Exhibit A would cause me to violate any prior confidentiality agreement, I understand that I am not to list such Inventions in Exhibit A but am to inform the Company that not all Inventions have been listed for that reason.

7. No Improper Use of Materials. During my employment by the Company I will not improperly use or disclose any confidential information or trade secrets, if any, of any former employer or any other person to whom I have an obligation of confidentiality, and I will not bring onto the premises of the Company any unpublished documents or any property belonging to any former employer or any other person to whom I have an obligation of confidentiality unless consented to in writing by that former employer or person.

8. No Conflicting Obligation. I represent that my performance of all the terms of this Agreement and as an employee of the Company does not and will not breach any agreement to keep in confidence information acquired by me in confidence or in trust prior to my employment by the Company. I have not entered into, and I agree I will not enter into, any agreement either written or oral in conflict herewith.

9. Other Activities; Conflicts of Interest.

(a) During the term of my employment with the Company, I will not, directly or indirectly, participate in the ownership, management, operation, financing, or control of, or be employed by or consult for or otherwise render services to or on behalf of, any person, corporation, firm or other entity which competes in the United States with the Company in the conduct of the business of the Company as conducted or as proposed to be conducted, nor shall I engage in any other activities that conflict with my obligations to the Company.

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(b) In consideration of the premises hereof and in further consideration of the disclosure to me of confidential and proprietary information of the Company and the specialized training and experience I will gain from my employment with the Company, and for other good and valuable consideration, to the extent permitted by applicable law, I hereby agree that for a period of one (1) year after the date that my employment with the Company is terminated for any reason, I will not (i) compete in the State of Texas or in any other state of the United States where the Company engages in business on the date of the termination of my employment with the Company, or (ii) participate in the ownership, management, operation, financing or control of, or be employed by or consult for or otherwise render services to, any person, corporation, firm or other entity which directly competes with the Company in the conduct of the business of the Company as conducted and as proposed to be conducted in the reasonably foreseeable future on the date of termination of my employment. Notwithstanding the foregoing, I am permitted to own up to 1% of any class of securities of any corporation which is traded on a national securities exchange or through the NASDAQ Stock Market or SmallCap Markets.

(e) During my employment with the Company and for a period of one (1) year after the date that my employment with the Company is terminated for any reason, I will not, without the express prior written consent of the Company, individually or on behalf any other person, corporation, firm or other entity, directly or indirectly, solicit or encourage any employee of the Company or any subsidiary of the Company to terminate his or her employment with the Company or such subsidiary, or solicit the business of any client or customer of the Company (other than on behalf of the Company).

10. Return of Company Documents. When I leave the employ of the Company, I will deliver to the Company all drawings, notes, memoranda, specifications, devices, formulas, and documents, together with all copies thereof, and any other material containing or disclosing any Company Inventions, Third Party Information or Proprietary Information of the Company. I further agree that any property situated on the Company's premises and owned by the Company, including disks and other storage media, filing cabinets or other work areas, is subject to inspection by Company personnel at any time with or without notice. Prior to leaving, I will cooperate with the Company by executing the Company's termination statements for technical, management or executive personnel.

11. Legal and Equitable Remedies. Because my services are personal and unique and because I may have access to and become acquainted with the Proprietary Information of the Company, the Company shall have the right to enforce this Agreement and any of its provisions by injunction, specific performance or other equitable relief, without bond, without prejudice to any other rights and remedies that the Company may have for a breach of this Agreement.

12. Notices. Any notices required or permitted hereunder shall be given to the appropriate party at the address specified below or at such other address as the party shall specify in writing. Such notice shall be deemed given upon personal delivery to the appropriate address or if sent by certified or registered mail, three days after the date of mailing.

13. General Provisions.

13.1 Governing Law. THIS AGREEMENT WILL BE GOVERNED BY AND CONSTRUED ACCORDING TO THE LAWS OF THE STATE OF TEXAS. I AGREE THAT EXCLUSIVE JURISDICTION AND VENUE FOR ANY LITIGATION ARISING UNDER THE AGREEMENT IS IN THE FEDERAL AND STATE COURTS LOCATED IN TRAVIS COUNTY, TEXAS AND I HEREBY CONSENT TO SUCH EXCLUSIVE JURISDICTION AND VENUE FOR THIS PURPOSE.

13.2 Entire Agreement. This Agreement sets forth the entire agreement and understanding between the Company and myself relating to the subject matter hereof and supersedes and merges all prior discussions between us. No modification or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing signed by both me and an officer of the Company. Any subsequent change or changes in my duties,

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salary or compensation will not affect the validity or scope of this Agreement. As used in this Agreement, the period of my employment includes any time during which I may be retained by the Company as a consultant.

13.3 Severability.

(a) I agree and acknowledge that each agreement and covenant set forth herein constitutes a separate agreement independently supported by good and adequate consideration and that each such agreement shall be severable from the other provisions of this Agreement and shall survive this Agreement. The existence of any claim or cause of action by me against the Company, whether predicated on this Agreement or otherwise, shall not constitute a defense to the enforcement by the Company of the covenants and agreements contained herein.

(b) The Company and I intend all provisions of this Agreement to be enforced to the fullest extent permitted by law. Accordingly, should a court of competent jurisdiction determine that the scope of any provision is too broad to be enforced as written, the Company and I intend that the court should reform the provisions to such narrower scope as it determines to be enforceable. If, however, any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future law, and not subject to reformation, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provisions were never a part of hereof, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provisions or by its severance.

13.4 Successors and Assigns. This Agreement will be binding upon my heirs, executors, administrators and other legal representatives and will be for the benefit of the Company, its successors and its assigns.

13.5 Survival. The provisions of this Agreement shall survive the termination of my employment and the assignment of this Agreement by the Company to any successor in interest or other assignee.

13.6 Employment. I agree and understand that my employment with the Company is "at will", which means either I or the Company may terminate the employment relationship at any time, for any reason, with or without prior notice and with or without cause. I agree and understand that nothing in this Agreement shall confer any right with respect to continuation of employment by the Company, nor shall it interfere in any way with my right or the Company's right to terminate my employment at any time, with or without cause.

13.7 Waiver. No waiver by the Company of any breach of this Agreement shall be a waiver of any preceding or succeeding breach. No waiver by the Company of any right under this Agreement shall be construed as a waiver of any other right. The Company shall not be required to give notice to enforce strict adherence to all terms of this Agreement.

This Agreement shall be effective as of the first day of my employment with the Company, namely:

I UNDERSTAND THAT THIS AGREEMENT AFFECTS MY RIGHTS TO INVENTIONS I MAKE DURING MY EMPLOYMENT, AND RESTRICTS MY RIGHT TO DISCLOSE OR USE THE COMPANY'S PROPRIETARY INFORMATION DURING OR SUBSEQUENT TO MY EMPLOYMENT.

I HAVE READ THIS AGREEMENT CAREFULLY AND UNDERSTAND ITS TERMS. I HAVE COMPLETELY FILLED OUT EXHIBIT A TO THIS AGREEMENT.

Dated: _____

Signature

Name of Employee

Address