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



8-12-11

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)

Kenneth Michael Stockton

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

2. Name and address of receiving party(ies)

TradeNet Management Systems, LLC
Name: *TO International Software, LLC and*
TO International Software, Inc.
Internal Address: SUITE B-22

Street Address: 3939 BEE CAVE ROAD

City: AUSTIN

State: TEXAS

Country: USA Zip: 78746

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

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

Execution Date(s) March 2, 2011

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

4. Application or patent number(s):

This document is being filed together with a new application.

A. Patent Application No. (s)

12/924193

B. Patent No. (s)

7835971

Additional numbers attached? Yes No

5. Name and address to whom correspondence concerning document should be mailed:

Name: KIRK LUNDBURG

Internal Address: TRADE TECHNOLOGIES INC.

SUITE B-22

Street Address: 3939 BEE CAVE ROAD

City: AUSTIN

State: TEXAS Zip: 78746

Phone Number: 512-327-9996

Fax Number: 512-233-2819

Email Address: klundburg@tradetechnologies.com

6. Total number of applications and patents involved: 2

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 80.00

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

8. Payment Information

Deposit Account Number: _____

Authorized User Name

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0.00 OP

9. Signature:

Kirk Lundburg
Signature

July 14, 2011
Date

Kirk Lundburg
Name of Person Signing

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

6

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, V.A. 22313-1450

PROPRIETARY INFORMATION AND INVENTIONS AGREEMENT

The following confirms and memorializes an agreement that TradeNetManagementSystems, LLC ("TradeNet"), IO International Software, LLC ("Io"), IO International Software, Inc. ("NewCo") (collectively, the "Companies") and I, Kenneth M. Stockton have concerning my present and former employment with TradeNet and Io and my future employment with NewCo. This Agreement is a material part of the consideration for my employment with TradeNet & Io and my future employment with NewCo.

WHEREAS, I have been an employee of TradeNet & Io since July 1, 2000, and I continue to be employed by TradeNet & Io;

WHEREAS, I will become an employec of NewCo immediately following the termination of my employment with TradeNet & Io;

WHEREAS, through this Agreement and as more fully provided herein, I wish to assign all right, title and interest to any Inventions (as defined below): (i) I may have made, conceived or reduced to practice since the commencement of my employment with TradeNet to TradeNet and Io to Io; (ii) I hereinafter may make, conceive or reduce to practice while employed at TradeNet to TradeNet and while employed at Io to Io; and (iii) I hereinafter may make, conceive or reduce to practice while employed at NewCo to NewCo, as more fully provided below;

WHEREAS, in addition to my employment with TradeNet, Io, and NewCo, I acknowledge receiving 517,500 shares in NewCo, in part as additional consideration for executing this Agreement. I understand that this Agreement is a material part of TradeNet's and Io's reorganization into NewCo, without which NewCo shares would not be issued.

1. I have not entered into, and I agree I will not enter into, any agreement either written or oral in conflict with this Agreement or my employment with Companies. I will not violate any agreement with or rights of any third party or, except as expressly authorized by Companies in writing hereafter, use or disclose my own or any third party's confidential information or intellectual property when acting within the scope of my employment or otherwise on behalf of Companies. Further, I have not retained anything containing any confidential information of a prior employer or other third party, whether or not created by me.

2. Companies shall own all right, title and interest (including patent rights, copyrights, trade secret rights, mask work rights, *sui generis* database rights and all other intellectual and industrial property rights of any sort throughout the world) relating to any and all inventions (whether or not patentable), works of authorship, mask works, designs, know-how, ideas and information made or conceived or reduced to practice, in whole or in part, by me during the full term of my employment with Companies to and only to the fullest extent allowed by law (collectively "Inventions"). I will promptly disclose all Inventions to Companies. I hereby make all assignments necessary to accomplish the foregoing. I shall further assist Companies, at Companies' expense, to further evidence, record and perfect such assignments, and to perfect, obtain, maintain, enforce, and defend any rights specified to be so owned or

assigned. I hereby irrevocably designate and appoint Companies as my agent and attorney-in-fact, coupled with an interest and with full power of substitution, to act for and in my behalf to execute and file any document and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by me. If I wish to clarify that something created by me prior to my employment that relates to Companies' actual or proposed business is not within the scope of this Agreement, I have listed it on Appendix A in a manner that does not violate any third party rights. Without limiting Section 1 or Companies' other rights and remedies, if, when acting within the scope of my employment or otherwise on behalf of Companies, I use or (except pursuant to this Section 2) disclose my own or any third party's confidential information or intellectual property (or if any Invention cannot be fully made, used, reproduced, distributed and otherwise exploited without using or violating the foregoing), Companies will have and I hereby grant Companies a perpetual, irrevocable, worldwide royalty-free, non-exclusive, sublicensable right and license to exploit and exercise all such confidential information and intellectual property rights.

3. To the extent allowed by law, Section 2 includes all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as "moral rights," "artist's rights," "droit moral," or the like (collectively "Moral Rights"). To the extent I retain any such Moral Rights under applicable law, I hereby ratify and consent to any action that may be taken with respect to such Moral Rights by or authorized by Companies and agree not to assert any Moral Rights with respect thereto. I will confirm any such ratifications, consents and agreements from time to time as requested by Companies.

4. I agree that all Inventions and all other business, technical and financial information (including, without limitation, the identity of and information relating to customers or employees) I develop, learn or obtain during the term of my employment that relate to Companies or the business or demonstrably anticipated business of Companies or that are received by or for Companies in confidence, constitute "Proprietary Information." I will hold in confidence and not disclose or, except within the scope of my employment, use any Proprietary Information. However, I shall not be obligated under this paragraph with respect to information I can document is or becomes readily publicly available without restriction through no fault of mine. Upon termination of my employment, I will promptly return to Companies all items containing or embodying Proprietary Information (including all copies), except that I may keep my personal copies of (i) my compensation records, (ii) materials distributed to shareholders generally and (iii) this Agreement. I also recognize and agree that I have no expectation of privacy with respect to Companies' telecommunications, networking or information processing systems (including, without limitation, stored computer files, e-mail messages and voice messages) and that my activity and any files or messages on or using any of those systems may be monitored at any time without notice.

5. Until one (1) year after the term of my employment, I will not hire any employee or consultant of Companies or encourage or solicit any employee or consultant of Companies to leave Companies for any reason (except for the bona fide firing of Companies' personnel within the scope of my employment).

6. I agree that during the term of my employment with Companies (whether or not during business hours) and for a period of one (1) year after termination of such

employment for any reason, I will not, within the United States and its territories, engage in any activity that is in any way competitive with the business or demonstrably anticipated business of Companies, and I will not assist any other person or organization in competing or in preparing to compete with any business or demonstrably anticipated business of Companies.

a. I understand and acknowledge that Companies have made substantial investments to develop its business interests and goodwill. I agree that the limitations as to time, geographical area and scope of activity to be restrained in this Section 6 are reasonable and are not greater than necessary to protect the goodwill or other business interests of Companies. I further agree that such investments are worthy of protection and that Companies' need for protection afforded by this Section 6 is greater than any hardship I may experience by complying with its terms.

b. I acknowledge that my violation or attempted violation of the agreements in this Section 6 will cause irreparable damage to Companies or their affiliates, and I therefore agree that Companies shall be entitled as a matter of right to an injunction, out of any court of competent jurisdiction, restraining any violation or further violation of such agreements by me or others acting on my behalf. Companies' right to injunctive relief shall be cumulative and in addition to any other remedies provided by law or equity.

c. Although the parties believe that the limitations as to time, geographical area and scope of activity contained herein are reasonable and do not impose a greater restraint than necessary to protect the goodwill or other business interests of Companies, if it is judicially determined not to be the case, the limitations shall be reformed to the extent necessary to make them reasonable and not to impose a restraint that is greater than necessary to protect the goodwill or other business interests of Companies.

7. I agree that this Agreement is not an employment contract for any particular term and that I have the right to resign and Companies have the right to terminate my employment at will, at any time, for any or no reason, with or without cause. In addition, this Agreement does not purport to set forth all of the terms and conditions of my employment, and, as an employee of Companies, I have obligations to Companies that are not set forth in this Agreement. However, the terms of this Agreement govern over any inconsistent terms and can only be changed by a subsequent written agreement signed by the President of the Companies.

8. I agree that my obligations under Sections 2, 3, 4, 5 and 6 of this Agreement shall continue in effect after termination of my employment, regardless of the reason or reasons for termination, and whether such termination is voluntary or involuntary on my part, and that Companies are entitled to communicate my obligations under this Agreement to any future employer or potential employer of mine. My obligations under Sections 2, 3 and 4 also shall be binding upon my heirs, executors, assigns, and administrators and shall inure to the benefit of Companies, their subsidiaries, successors and assigns.

9. Any dispute in the meaning, effect or validity of this Agreement shall be resolved in accordance with the laws of the State of Texas without regard to the conflict of laws provisions thereof. I further agree that if one or more provisions of this Agreement are held to be illegal or unenforceable under applicable Texas law, such illegal or unenforceable portion(s)

shall be limited or excluded from this Agreement to the minimum extent required so that this Agreement shall otherwise remain in full force and effect and enforceable in accordance with its terms. I also understand that any breach of this Agreement will cause irreparable harm to Companies for which damages would not be an adequate remedy, and, therefore, Companies will be entitled to injunctive relief with respect thereto in addition to any other remedies and without any requirement to post bond.

I HAVE READ THIS AGREEMENT CAREFULLY AND I UNDERSTAND AND ACCEPT THE OBLIGATIONS WHICH IT IMPOSES UPON ME WITHOUT RESERVATION. NO PROMISES OR REPRESENTATIONS HAVE BEEN MADE TO ME TO INDUCE ME TO SIGN THIS AGREEMENT. I SIGN THIS AGREEMENT VOLUNTARILY AND FREELY, IN DUPLICATE, WITH THE UNDERSTANDING THAT THE COMPANIES WILL RETAIN ONE COUNTERPART AND THE OTHER COUNTERPART WILL BE RETAINED BY ME.

_____, 2001

Employee

Michael Spink
Signature

K. Michael Stockton
Name (Printed)

_____, 2001

TradeNetManagementSystems, LLC

Dallas J Goodman
Signature

Dallas J Goodman
Name (Printed)

_____, 2001

IO International Software, LLC

Dallas J Goodman
Signature

Dallas J Goodman
Name (Printed)

_____, 2001

Io International Software, Inc.

Michael Spink
Signature

K. Michael Stockton
Name (Printed)

APPENDIX A
PRIOR MATTER

GDSVF&H#386164v1