PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Mark A. Williams	08/09/1996
Alan R. Williams	08/09/1996

RECEIVING PARTY DATA

Name:	GeoLogic Computer Systems, Inc.	
Street Address:	2505 Williams Dr.	
City:	Waterford	
State/Country:	MICHIGAN	
Postal Code:	48328	

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	11122925

CORRESPONDENCE DATA

Fax Number: (248)380-8968 Phone: 248-380-9300

Email: cap@quinnlawgroup.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Correspondent Name: Quinn Law Group, PLLC

Address Line 1: 39555 Orchard Hill Place, Ste. 520

Address Line 4: Novi, MICHIGAN 48375

ATTORNEY DOCKET NUMBER: GLC0101

NAME OF SUBMITTER: Christopher W. Quinn

Total Attachments: 9

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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of:

MARK WILLIAMS, ET AL.

Serial No.: 11/122,925 Filed: 05/05/2005

For: MONITORING COMPRESSION OF SUCCESSIVE LAYERS OF

LANDFILL MATERIAL AND MEASUREMENT OF LAYER

DENSITY

Docket No.: GLC0101

Ownership Statement and Unavailability of Inventors

COMMISSIONER FOR PATENTS United States Patent and Trademark Office P.O. Box 1450 Alexandria, VA 22313-1450

Dear Sir:

The Assignee submits the attached documents for recordation of Assignment from the inventors, Mark A. Williams and Alan R. Williams, to the Assignee, GEOLOGIC COMPUTER SYSTEMS, INC.

The inventors are unavailable as a result of refusal to join the application, as defined in 37 C.F.R. § 1.47, and application has been made on their behalf by the Assignee. The inventors were required to assign their entire interest in this application to the Assignee, as shown in the employment contracts submitted herewith.

Therefore, Assignee submits the attached employment contracts as proof of assignment by the inventors to the Assignee and requests recording of the assignment with the USPTO.

S/N: 11/122,925 Atty Dkt No.: GLC0101

I declare that all statements made above of my own knowledge are true, that all statements made above on information and belief are believed to be true.

Respectfully submitted,

GEOLOGIC COMPUTER SYSTEMS, INC.

By: /Reid M. DeManche/ Reid M. DeManche Reg. No. 61,559

Date: November 23, 2011

QUINN LAW GROUP, PLLC 39555 Orchard Hill Place, Ste. 520

Novi, Michigan 48375 Phone: 248-380-9300 Fax: 248-380-8968

GEOLOGIC COMPUTER SYSTEMS, INC. EMPLOYMENT, CONFIDENTIALITY AND NON-COMPETITION AGREEMENT

This Agreement, dated August 9, 1996, is between GeoLogic Computer Systems, Inc., a Michigan corporation ("Employer") and Mark A. Williams ("Employee").

- 1. Salary. Effective <u>July 15</u>, 1996, Employer employs Employee for an indefinite period of time at the base salary plus benefits as listed on Attachment 1 ("Salary"). If Employee's employment terminates, his rights to Salary will also terminate.
- 2. **Performance.** Employee will satisfactorily perform his job duties and all lawful directives prescribed by Employer. These duties include those listed on Attachment 2. Employee will comply with all rules, regulations and policies applicable to him. Employee will devote his best efforts and full business time and attention to performing his assigned duties. Employee will not engage in any activity which conflicts with the good faith discharge of those duties.
- 3. "At Will" Employment. Employee's employment is "at will." In consideration of his employment, Employee's employment and Salary can be terminated, with or without cause, and with or without notice, at any time, at the option of either the Employer or Employee.
- 4. Entire Agreement. This Agreement supersedes any other agreement, oral or written, regarding this employment. Employee cannot rely on any oral or written communications, made at any time, inconsistent with, or not contained in, this Agreement. The relationship may be altered only in writing signed by the parties.
- Confidentiality. Employee will not at any time during or after his employment, directly or indirectly, use or disclose to any unauthorized person any confidential information which Employee has acquired respecting any of without Employer's activities, Employer's prior written permission. "Confidential Information" includes technical information, technology, all software and software codes, installation techniques, concepts, designs, products, customer lists or customer contacts, pricing policy, marketing

strategies, services, trade secrets, business methods and organization, contracts, bids, financial information, or any other confidential or proprietary information. If Employee has any doubt as to whether any information is confidential or proprietary or whether any information should be disclosed, Employee must request clarification from the Employer's Board of Directors. Upon termination, Employee will return to Employer and not retain any copies of, all customer lists, price lists, samples, equipment, instructional materials, manuals, policies, financial and other data, and any of Employer's material in Employee's possession or control, as well as all items of property belonging to Employer which may have been furnished to or acquired in any manner by Employee or on behalf of Employee.

- 6. Ownership. Any intellectual property or other creation or invention, or any other property of a confidential or proprietary nature developed by Employee during the term of this Agreement belongs to Employer.
- 7. Non-Competition. During the period of his employment and for a period of two (2) years following the last day worked for Employer, Employee will not acquire an ownership interest in or directly or indirectly become employed by or render other services to any business activity or person, if the business activity or person competes with Employer. The parties have attempted to limit Employee's right to compete only to the extent necessary to protect Employer from unfair competition. Employee acknowledges that if this Agreement terminates for any reason, Employee will be able to earn a livelihood without violating these restrictions. In any event, if a court of competent jurisdiction determines this restrictive covenant is unenforceable, the court shall modify and enforce the covenant to the full extent permitted under applicable law.
- 8. Non-Interference. Employee will not, either during or after the term of this employment, interfere or attempt to interfere with the business relationships between Employer and its employees, customers, suppliers and others with whom Employer conducts business or engage or attempt to engage in any conduct harmful to the continued existence of such relationships.
- 9. Remedies Upon Breach. The services rendered by Employee to Employer and the information obtained in connection with this employment relationship are special, unique and of a confidential nature. A violation of any

of the terms of this Agreement will cause irreparable harm to Employer, the dollar value of which will be impossible to estimate. Therefore, if Employee violates or threatens to violate any provision of this Agreement, in addition to other remedies, Employer will be entitled to, an injunction, restraining order or other equitable remedy issued by any court of competent jurisdiction to restrain continued violation of this Agreement.

- 10. Right to Modify Personnel Policies. Employer may modify any of its benefits and personnel policies and practices at any time, in its sole discretion.
- 11. **Miscellaneous.** Neither party may assign their respective rights under this Agreement. This Agreement will be governed by Michigan law.

"Employer"
GEOLOGIC COMPUTER SYSTEMS, INC.

villius

Date: <u>Aug 9, 19</u>96

Charles F. Juliar

President

"Employee"

Date: <u>8-9-96</u>

Mark A. Williams

69062

ATTACHMENT 1

Base Salary for Mark Williams

\$500 per week. Employer is not paying benefits.

92017

GEOLOGIC COMPUTER SYSTEMS, INC. EMPLOYMENT, CONFIDENTIALITY AND NON-COMPETITION AGREEMENT

This Agreement, dated August 9, 1996, is between GeoLogic Computer Systems, Inc., a Michigan corporation ("Employer") and Alan R. Williams ("Employee").

- 1. Salary. Effective July / J., 1996, Employer employs Employee for an indefinite period of time at the base salary plus benefits as listed on Attachment 1 ("Salary"). If Employee's employment terminates, his rights to Salary will also terminate.
- 2. **Performance.** Employee will satisfactorily perform his job duties and all lawful directives prescribed by Employer. These duties include those listed on Attachment 2. Employee will comply with all rules, regulations and policies applicable to him. Employee will devote his best efforts and full business time and attention to performing his assigned duties. Employee will not engage in any activity which conflicts with the good faith discharge of those duties.
- 3. "At Will" Employment. Employee's employment is "at will." In consideration of his employment, Employee's employment and Salary can be terminated, with or without cause, and with or without notice, at any time, at the option of either the Employer or Employee.
- 4. Entire Agreement. This Agreement supersedes any other agreement, oral or written, regarding this employment. Employee cannot rely on any oral or written communications, made at any time, inconsistent with, or not contained in, this Agreement. The relationship may be altered only in writing signed by the parties.
- Confidentiality. Employee will not at any time during or after his employment, directly or indirectly, use or disclose to any unauthorized person any confidential information which Employee has acquired respecting any of Employer's without Employer's prior written activities, permission. "Confidential Information" includes technical information, know-how, technology, all software and software codes, installation techniques, concepts, designs, products, customer lists or customer contacts, pricing policy, marketing

strategies, services, trade secrets, business methods and organization, contracts, bids, financial information, or any other confidential or proprietary information. If Employee has any doubt as to whether any information is confidential or proprietary or whether any information should be disclosed, Employee must request clarification from the Employer's Board of Directors. Upon termination, Employee will return to Employer and not retain any copies of, all customer lists, price lists, samples, equipment, instructional materials, manuals, policies, financial and other data, and any of Employer's material in Employee's possession or control, as well as all items of property belonging to Employer which may have been furnished to or acquired in any manner by Employee or on behalf of Employee.

- 6. **Ownership.** Any intellectual property or other creation or invention, or any other property of a confidential or proprietary nature developed by Employee during the term of this Agreement belongs to Employer.
- 7. Non-Competition. During the period of his employment and for a period of two (2) years following the last day worked for Employer, Employee will not acquire an ownership interest in or directly or indirectly become employed by or render other services to any business activity or person, if the business activity or person competes with Employer. The parties have attempted to limit Employee's right to compete only to the extent necessary to protect Employer from unfair competition. Employee acknowledges that if this Agreement terminates for any reason, Employee will be able to earn a livelihood without violating these restrictions. In any event, if a court of competent jurisdiction determines this restrictive covenant is unenforceable, the court shall modify and enforce the covenant to the full extent permitted under applicable law.
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- 11. **Miscellaneous.** Neither party may assign their respective rights under this Agreement. This Agreement will be governed by Michigan law.

"Employer"

GEOLOGIC COMPUTER SYSTEMS, INC.

Date: Hug 9, 1996

Charles F. Juliah

President

"Employee"

Date: 8/9/96

<u>Clan R. Willeams</u> Alan R. Williams

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