

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT														
NATURE OF CONVEYANCE:	ASSIGNMENT														
CONVEYING PARTY DATA															
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Benjamin E. Funk</td> <td>07/22/2013</td> </tr> <tr> <td>Amrit Bandyopadhyay</td> <td>07/23/2013</td> </tr> <tr> <td>Eric A. Kohn</td> <td>07/24/2013</td> </tr> <tr> <td>Neil Goldsman</td> <td>06/03/2003</td> </tr> <tr> <td>Carole A. Teolis</td> <td>07/22/2013</td> </tr> <tr> <td>Gilmer L. Blankenship</td> <td>07/22/2013</td> </tr> </tbody> </table>		Name	Execution Date	Benjamin E. Funk	07/22/2013	Amrit Bandyopadhyay	07/23/2013	Eric A. Kohn	07/24/2013	Neil Goldsman	06/03/2003	Carole A. Teolis	07/22/2013	Gilmer L. Blankenship	07/22/2013
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<table border="1"> <tr> <td>Name:</td> <td>TRX Systems, Inc.</td> </tr> <tr> <td>Street Address:</td> <td>7500 Greenway Center Drive</td> </tr> <tr> <td>Internal Address:</td> <td>Suite 420</td> </tr> <tr> <td>City:</td> <td>Greenbelt</td> </tr> <tr> <td>State/Country:</td> <td>MARYLAND</td> </tr> <tr> <td>Postal Code:</td> <td>20770</td> </tr> </table>		Name:	TRX Systems, Inc.	Street Address:	7500 Greenway Center Drive	Internal Address:	Suite 420	City:	Greenbelt	State/Country:	MARYLAND	Postal Code:	20770		
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PROPERTY NUMBERS Total: 1															
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Application Number:</td> <td>11756412</td> </tr> </tbody> </table>		Property Type	Number	Application Number:	11756412										
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CORRESPONDENCE DATA															
<p>Fax Number: 2155683439 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Phone: 2155683100 Email: assignments@woodcock.com Correspondent Name: Woodcock Washburn LLP Address Line 1: 2929 Arch Street Address Line 2: Cira Centre, 12th Floor Address Line 4: Philadelphia, PENNSYLVANIA 19104</p>															
ATTORNEY DOCKET NUMBER:	TRXS-0034														

CH \$40.00 11756412

NAME OF SUBMITTER:	Katie Howe
Signature:	/Katie Howe/
Date:	08/26/2013
<p>Total Attachments: 13</p> <p>source=TRXS0034_Assignment#page1.tif</p> <p>source=TRXS0034_Assignment#page2.tif</p> <p>source=TRXS0034_Assignment#page3.tif</p> <p>source=TRXS0034_Assignment#page4.tif</p> <p>source=TRXS0034_Assignment#page5.tif</p> <p>source=TRXS0034_Assignment#page6.tif</p> <p>source=TRXS0034_Assignment#page7.tif</p> <p>source=TRXS0034_Assignment#page8.tif</p> <p>source=TRXS0034_Assignment#page9.tif</p> <p>source=TRXS0034_Assignment#page10.tif</p> <p>source=TRXS0034_Assignment#page11.tif</p> <p>source=TRXS0034_Assignment#page12.tif</p> <p>source=TRXS0034_Assignment#page13.tif</p>	

ASSIGNMENT

WHEREAS, I, **Benjamin E. Funk**, a citizen of **United States of America**, residing in **Hanover, Maryland**, ASSIGNOR, am an inventor of one or more inventions disclosed, described and/or claimed in the application identified as Application No. **11/756,412**, filed **May 31, 2007** ("the invention"), which is entitled **Method and System for Locating and Monitoring First Responders** ("the subject application"), and which claims priority to patent application numbers **60/809,900** filed **May 31, 2006** and **60/915,032** filed **April 25, 2007** ("the priority applications").

AND WHEREAS, **TRX Systems, Inc.**, ASSIGNEE, having a place of business at **7500 Greenway Center Drive, Suite 420, Greenbelt, Maryland 20770**, is desirous of obtaining my entire right, title, and interest in, to, and under the invention:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, the ASSIGNOR, hereby sell, assign, transfer, and set over, unto the ASSIGNEE, its successors, legal representatives, and assigns, my entire right, title, and interest in, to, and under the invention, and all applications for industrial property protection, including without limitation, all applications for patents, utility models, inventors' certificates, and designs that have been filed, and that may hereafter be filed, in any country, that disclose, describe, and/or claim the invention, including, without limitation, the subject application and the priority applications, and all extensions, renewals, and reissues of such applications, including all divisions and continuations in whole or in part; all patents granted on such applications in any country, and all extensions, renewals, and reissues of such patents, including all divisions and continuations in whole or in part; the right to file such applications in any country; and the right to claim for such applications in any country the priority rights derived from the priority applications and the subject application under the International Convention for the Protection of Industrial Property, the Patent Laws of the United States, any other international agreement or protection, or the domestic laws of any country in which any such application is filed, as may be applicable.

AND I HEREBY covenant and agree that I have full right to convey my entire interest herein assigned, and that I have not executed, and will not execute, any agreement in conflict herewith.

AND I HEREBY further covenant and agree that I will communicate to the ASSIGNEE, its successors, legal representatives, and assigns, any facts known to me respecting the invention, and testify in any legal proceeding, sign all lawful papers, execute all disclaimers and all divisional, continuing, reissue, and foreign applications, make all rightful oaths, deliver upon request all papers, documents, affidavits, or other instruments that may be necessary or helpful in the prosecution of any application for industrial property protection describing and/or claiming the invention, and generally do everything possible to aid the ASSIGNEE, its successors, legal representatives, and assigns, to obtain and enforce proper protection for the invention in all countries.

IN TESTIMONY WHEREOF, I have signed my name below on the date indicated above my signature.

Executed this 22 day of July, year of 2012.

Benjamin E. Funk
Signature

ASSIGNMENT

WHEREAS, I, Amrit Bandyopadhyay, a citizen of Great Britain, residing in College Park, Maryland, ASSIGNOR, am an inventor of one or more inventions disclosed, described and/or claimed in the application identified as Application No. 11/756,412, filed May 31, 2007 ("the invention"), which is entitled Method and System for Locating and Monitoring First Responders ("the subject application"), and which claims priority to patent application numbers 60/809,900 filed May 31, 2006 and 60/915,032 filed April 25, 2007 ("the priority applications").

AND WHEREAS, TRX Systems, Inc., ASSIGNEE, having a place of business at 7500 Greenway Center Drive, Suite 420, Greenbelt, Maryland 20770, is desirous of obtaining my entire right, title, and interest in, to, and under the invention.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, the ASSIGNOR, hereby sell, assign, transfer, and set over, unto the ASSIGNEE, its successors, legal representatives, and assigns, my entire right, title, and interest in, to, and under the invention, and all applications for industrial property protection, including without limitation, all applications for patents, utility models, inventors' certificates, and designs that have been filed, and that may hereafter be filed, in any country, that disclose, describe, and/or claim the invention, including without limitation, the subject application and the priority applications, and all extensions, renewals, and reissues of such applications, including all divisions and continuations in whole or in part, all patents granted on such applications in any country, and all extensions, renewals, and reissues of such patents, including all divisions and continuations in whole or in part, the right to file such applications in any country; and the right to claim for such applications in any country the priority rights derived from the priority applications and the subject application under the International Convention for the Protection of Industrial Property, the Patent Laws of the United States, any other international agreement or protection, or the domestic laws of any country in which any such application is filed, as may be applicable.

AND I HEREBY covenant and agree that I have full right to convey my entire interest herein assigned, and that I have not executed, and will not execute, any agreement in conflict herewith.

AND I HEREBY further covenant and agree that I will communicate to the ASSIGNEE, its successors, legal representatives, and assigns, any facts known to me respecting the invention, and testify in any legal proceeding, sign all lawful papers, execute all disclaimers and all divisional, continuing, reissue, and foreign applications, make all rightful oaths, deliver upon request all papers, documents, affidavits, or other instruments that may be necessary or helpful in the prosecution of any application for industrial property protection describing and/or claiming the invention, and generally do everything possible to aid the ASSIGNEE, its successors, legal representatives, and assigns, to obtain and enforce proper protection for the invention in all countries.

IN TESTIMONY WHEREOF, I have signed my name below on the date indicated above my signature.

Executed this 23rd day of July, year of 2013

Amrit Bandy
Signature

ASSIGNMENT

WHEREAS, I, **Eric A. Kohn**, a citizen of **United States of America**, residing in **Merion, Pennsylvania**, ASSIGNOR, am an inventor of one or more inventions disclosed, described and/or claimed in the application identified as Application No. **11/756,412**, filed **May 31, 2007** ("the invention"), which is entitled **Method and System for Locating and Monitoring First Responders** ("the subject application"), and which claims priority to patent application numbers **60/809,900** filed **May 31, 2006** and **60/915,032** filed **April 25, 2007** ("the priority applications").

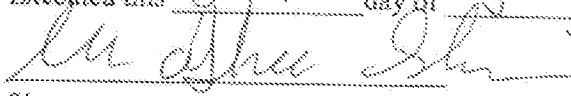
AND WHEREAS, **TRX Systems, Inc.**, ASSIGNEE, having a place of business at **7500 Greenway Center Drive, Suite 420, Greenbelt, Maryland 20770**, is desirous of obtaining my entire right, title, and interest in, to, and under the invention:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, the ASSIGNOR, hereby sell, assign, transfer, and set over, unto the ASSIGNEE, its successors, legal representatives, and assigns, my entire right, title, and interest in, to, and under the invention, and all applications for industrial property protection, including without limitation, all applications for patents, utility models, inventors' certificates, and designs that have been filed, and that may hereafter be filed, in any country, that disclose, describe, and/or claim the invention, including, without limitation, the subject application and the priority applications, and all extensions, renewals, and reissues of such applications, including all divisions and continuations in whole or in part; all patents granted on such applications in any country, and all extensions, renewals, and reissues of such patents, including all divisions and continuations in whole or in part; the right to file such applications in any country; and the right to claim for such applications in any country the priority rights derived from the priority applications and the subject application under the International Convention for the Protection of Industrial Property, the Patent Laws of the United States, any other international agreement or protection, or the domestic laws of any country in which any such application is filed, as may be applicable.

AND I HEREBY covenant and agree that I have full right to convey my entire interest herein assigned, and that I have not executed, and will not execute, any agreement in conflict herewith.

AND I HEREBY further covenant and agree that I will communicate to the ASSIGNEE, its successors, legal representatives, and assigns, any facts known to me respecting the invention, and testify in any legal proceeding, sign all lawful papers, execute all disclaimers and all divisional, continuing, reissue, and foreign applications, make all rightful oaths, deliver upon request all papers, documents, affidavits, or other instruments that may be necessary or helpful in the prosecution of any application for industrial property protection describing and/or claiming the invention, and generally do everything possible to aid the ASSIGNEE, its successors, legal representatives, and assigns, to obtain and enforce proper protection for the invention in all countries.

IN TESTIMONY WHEREOF, I have signed my name below on the date indicated above my signature.

Executed this 24 day of July, year of 2013

Signature

ASSIGNMENT

WHEREAS, I, Carole A. Teolis, a citizen of United States of America, residing in Glenn Dale, Maryland, ASSIGNOR, am an inventor of one or more inventions disclosed, described and/or claimed in the application identified as Application No. 11/756,412, filed May 31, 2007 ("the invention"), which is entitled **Method and System for Locating and Monitoring First Responders** ("the subject application"), and which claims priority to patent application numbers 60/809,900 filed May 31, 2006 and 60/915,032 filed April 25, 2007 ("the priority applications").

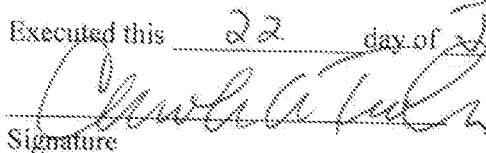
AND WHEREAS, TRX Systems, Inc., ASSIGNEE, having a place of business at 7500 Greenway Center Drive, Suite 420, Greenbelt, Maryland 20770, is desirous of obtaining my entire right, title, and interest in, to, and under the invention:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, the ASSIGNOR, hereby sell, assign, transfer, and set over, unto the ASSIGNEE, its successors, legal representatives, and assigns, my entire right, title, and interest in, to, and under the invention, and all applications for industrial property protection, including without limitation, all applications for patents, utility models, inventors' certificates, and designs that have been filed, and that may hereafter be filed, in any country, that disclose, describe, and/or claim the invention, including, without limitation, the subject application and the priority applications, and all extensions, renewals, and reissues of such applications, including all divisions and continuations in whole or in part; all patents granted on such applications in any country, and all extensions, renewals, and reissues of such patents, including all divisions and continuations in whole or in part; the right to file such applications in any country; and the right to claim for such applications in any country the priority rights derived from the priority applications and the subject application under the International Convention for the Protection of Industrial Property, the Patent Laws of the United States, any other international agreement or protection, or the domestic laws of any country in which any such application is filed, as may be applicable.

AND I HEREBY covenant and agree that I have full right to convey my entire interest herein assigned, and that I have not executed, and will not execute, any agreement in conflict herewith.

AND I HEREBY further covenant and agree that I will communicate to the ASSIGNEE, its successors, legal representatives, and assigns, any facts known to me respecting the invention, and testify in any legal proceeding, sign all lawful papers, execute all disclaimers and all divisional, continuing, reissue, and foreign applications, make all rightful oaths, deliver upon request all papers, documents, affidavits, or other instruments that may be necessary or helpful in the prosecution of any application for industrial property protection describing and/or claiming the invention, and generally do everything possible to aid the ASSIGNEE, its successors, legal representatives, and assigns, to obtain and enforce proper protection for the invention in all countries.

IN TESTIMONY WHEREOF, I have signed my name below on the date indicated above my signature.

Executed this 22 day of July, year of 2013.

Signature

ASSIGNMENT

WHEREAS, I, **Gilmer L. Blankenship**, a citizen of **United States of America**, residing in **Washington, District of Columbia**, ASSIGNOR, am an inventor of one or more inventions disclosed, described and/or claimed in the application identified as Application No. **11/756,412**, filed **May 31, 2007** ("the invention"), which is entitled **Method and System for Locating and Monitoring First Responders** ("the subject application"), and which claims priority to patent application numbers **60/809,900** filed **May 31, 2006** and **60/915,032** filed **April 25, 2007** ("the priority applications").

AND WHEREAS, **TRX Systems, Inc.**, ASSIGNEE, having a place of business at **7500 Greenway Center Drive, Suite 420, Greenbelt, Maryland 20770**, is desirous of obtaining my entire right, title, and interest in, to, and under the invention:

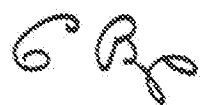
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, the ASSIGNOR, hereby sell, assign, transfer, and set over, unto the ASSIGNEE, its successors, legal representatives, and assigns, my entire right, title, and interest in, to, and under the invention, and all applications for industrial property protection, including without limitation, all applications for patents, utility models, inventors' certificates, and designs that have been filed, and that may hereafter be filed, in any country, that disclose, describe, and/or claim the invention, including, without limitation, the subject application and the priority applications, and all extensions, renewals, and reissues of such applications, including all divisions and continuations in whole or in part; all patents granted on such applications in any country, and all extensions, renewals, and reissues of such patents, including all divisions and continuations in whole or in part; the right to file such applications in any country; and the right to claim for such applications in any country the priority rights derived from the priority applications and the subject application under the International Convention for the Protection of Industrial Property, the Patent Laws of the United States, any other international agreement or protection, or the domestic laws of any country in which any such application is filed, as may be applicable.

AND I HEREBY covenant and agree that I have full right to convey my entire interest herein assigned, and that I have not executed, and will not execute, any agreement in conflict herewith.

AND I HEREBY further covenant and agree that I will communicate to the ASSIGNEE, its successors, legal representatives, and assigns, any facts known to me respecting the invention, and testify in any legal proceeding, sign all lawful papers, execute all disclaimers and all divisional, continuing, reissue, and foreign applications, make all rightful oaths, deliver upon request all papers, documents, affidavits, or other instruments that may be necessary or helpful in the prosecution of any application for industrial property protection describing and/or claiming the invention, and generally do everything possible to aid the ASSIGNEE, its successors, legal representatives, and assigns, to obtain and enforce proper protection for the invention in all countries.

IN TESTIMONY WHEREOF, I have signed my name below on the date indicated above my signature.

Executed this 22nd day of July, year of 2013.



Signature

Intellectual Property Disclosure and Assignment Agreement

TRX Systems, Inc.

This agreement ("Agreement") is between myself, Neil Goldsman, and TRX Systems, Inc., hereinafter called "TRX Systems," having a principle place of business at 387 Technology Dr, Suite 2104, College Park, Maryland 20742. In order that TRX Systems may carry out its obligations, and in consideration of my present or subsequent employment by TRX Systems, I hereby agree as follows:

I have read, and I understand and agree to be bound by, the terms of the Intellectual Property Policy of TRX Systems, hereinafter "Policy," a copy of which has been provided to me or is set forth in the Employee Policy Manual of TRX Systems, Inc.

I acknowledge my obligation to assign to TRX Systems all rights, title, and interest in any intellectual property as defined in the Policy that is first conceived or reduced in practice as part of or related to my activities at or obligations to TRX Systems, or with or from the use of TRX Systems facilities or equipment, or which relate to the business of any TRX Systems entity. In particular, I agree to report promptly and fully disclose to the officers of TRX Systems any such conception and/or reduction to practice of such intellectual property. Such intellectual property may be subject to protection by patents, copyrights, trademarks, and trade secrets, and shall be examined by TRX Systems to determine rights and equities therein in accordance with the Policy. I shall promptly furnish TRX Systems with complete information with respect to each.

I acknowledge that all original works of authorship which are made by me, solely or jointly with others, within the scope of my employment with TRX Systems and which are protectible by copyright are "works made for hire", pursuant to the United States Copyright Act (17 U.S.C., Section 101), and shall be the sole and complete property of TRX Systems and that any and all copyrights to such works shall belong to TRX Systems. To the extent that such works are not deemed to be "works for hire," I hereby assign all proprietary rights, including copyright, in these works to TRX Systems without further compensation.

In the event any such intellectual property shall be deemed by TRX Systems to be patentable or protectable by similar property right and TRX Systems desires, pursuant to determination by TRX Systems as to its rights and equities therein, to seek patent or similar protection thereon, I shall execute any documents and cooperate fully, at TRX Systems' expense, to assign to TRX Systems all rights, title, and interest therein and to assist TRX Systems in securing patent or similar protection thereon in the United States and foreign countries. In any suit or action arising under this law, the burden of proof shall be on the individual claiming the benefits of its provisions.

I agree to cooperate with TRX Systems in connection with the oral or written publication of information concerning intellectual property as provided in the Policy to the extent and in such a way as may be appropriate to avoid any compromise or forfeiture of United States or foreign patent rights. I agree to retain in confidence all intellectual property until disclosure is permitted as provided in the Policy.

I am now under no obligation to any person, organization, or corporation with respect to any rights in inventions, discoveries or copyrightable materials which are, or could reasonably be construed to be, in conflict with this Agreement.

I have set forth on the Prior Intellectual Property Disclosure Form, which is attached to this

Agreement as Exhibit A, a complete list of intellectual property as defined by the Policy that I have, alone or jointly with others, made prior to the commencement of my employment with TRX Systems 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 no such disclosure is attached, I represent that there is no prior intellectual property. I agree that I will not incorporate, or permit to be incorporated, any prior intellectual property in any TRX Systems intellectual property without TRX Systems' prior written consent.

I acknowledge that I am bound by this Policy during any periods of employment by TRX Systems or for any period during which I conceive or develop any intellectual property during the course of my utilization of any TRX Systems facilities, equipment, or resources. Any subsequent change(s) in my duties, salary, or compensation will not affect the validity or scope of this Agreement.

I recognize the terms of this Agreement shall continue after termination of my employment with TRX Systems. Upon termination of my activities at TRX Systems for any reason whatsoever, voluntarily or involuntarily, I agree to and I shall leave with TRX Systems, in such manner and at such place as is convenient to TRX Systems, all originals and copies of all documents (including writings, drawings, graphs, charts, photographs, phone records, emails, computer media and other data compilations from which information can be obtained or translated through detection devices into reasonably usable form) pertaining to intellectual property, trade secret and confidential information, as defined by this Policy, in my possession, custody, or control or to which I may have access.

No waiver by TRX Systems of any breach of this Agreement shall be a waiver of any preceding or succeeding breach. No waiver by TRX Systems of any right under this Agreement shall be construed as a waiver of any other right.

I understand and acknowledge that TRX Systems has the right to change the Policy in the future at any time and from time to time and that my continual employment at TRX Systems after such modification or change shall be deemed to be my acceptance to the terms and conditions of such amendments or changes. No oral representation or statements by any representative of TRX Systems shall constitute a waiver of any of TRX Systems rights under the Policy or this Agreement nor constitute an amendment or change to the Policy nor this Agreement. This Agreement, together with the Exhibit and the Policy, are the final, complete, and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all other prior or contemporaneous discussions, statements, or representations not expressly set forth in this Agreement, the Exhibit, or the Policy.

This Agreement will be governed by and construed according to the laws of the State of Maryland. In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. TRX Systems shall have the right to enforce this Agreement by injunction or other equitable relief, without bond and without prejudice to any other rights and remedies that TRX Systems may have for a breach of this Agreement.

Finally, this Agreement shall apply to all intellectual property defined in the Policy first conceived or reduced in practice as part of or related to my TRX Systems activities that may be subject to protection by patents, copyrights, trademarks, and trade secrets, or any other

intellectual property rights after the date this Agreement is signed, and shall be binding on myself, my estate, heirs and assigns and will be for the benefit of TRX Systems, together with any parent, subsidiary, affiliate, successors and assigns.

Effective this 3 day of June, 2003

Signature: Neil Goldman

Print Name: Neil Goldman

TRX Systems, Inc.

By: [Signature]

Title: Chairman

EXHIBIT A

Prior Intellectual Property Disclosure Form of TRX Systems, Inc.

Print Name: Neil Goldman

Signature: Neil Goldman

G. I. Blankens
[Signature]

1. Except as listed in Section 2 below, the following is a complete list of intellectual property, as defined by the Intellectual Property Policy of TRX Systems, Inc., relevant to the subject matter of my employment by TRX Systems, Inc. ("TRX Systems") that have been made or conceived or first reduced to practice by me alone or jointly with others prior to my engagement by the TRX Systems:



Patent 1: Method and System for Locating and Monitoring First Responders.



Patent 2: Map Generation and Map Matching

No inventions or improvements.

See below:



Additional sheets attached.

2. Due to a prior confidentiality agreement, I cannot complete the disclosure under Section 1 above with respect to inventions or improvements generally listed below, the proprietary rights and duty of confidentiality with respect to which I owe to the following party(ies):

Invention or Improvement Party(ies)
Relationship

1

2



Additional sheets attached.

Employee Agreement

TRX Systems, Inc.

In consideration of my employment, and as a condition of continuing employment, by TRX Systems, Inc. (a Maryland corporation), its successors and assigns, I hereby agree as follows:

1 I will make full and prompt disclosure to TRX Systems, Inc. of all inventions, improvements, modifications, discoveries, methods and developments, whether patentable or not, made or conceived by me or under my direction during my employment, whether or not made or conceived during normal working hours or on the premises of TRX Systems, Inc. (all of which are collectively termed "Inventions" hereinafter).

2 I agree to assign to TRX Systems, Inc. all Inventions covered by Paragraph 1 which are developed, created, conceived or first reduced to practice in whole or in part by me or under my direction in the course of my responsibilities at TRX Systems, Inc., during my employment with TRX Systems, Inc., or with more than incidental use of TRX Systems resources, equipment, supplies, facilities, tools, devices, monies, funds, or trade secret information, and all intellectual property rights relating such Inventions, including, but not limited to, any patents or patent applications covering or relating to such Inventions. I agree to execute and deliver such assignments, patents and applications, and other documents as TRX Systems, Inc. may direct and to fully cooperate with TRX Systems, Inc. to enable TRX Systems, Inc. to secure and patent or otherwise protect such Inventions in any and all countries. In the event that I am unavailable to execute or delivery any such documents, I hereby irrevocably designate and appoint TRX Systems, Inc. and its duly designated authorized officers and agents as my agents and attorneys-in-fact to act for and in my behalf to execute and deliver such documents. However, this Paragraph 2 shall not apply to Inventions which do not relate to the actual or anticipated business or research and development of TRX Systems, Inc. or its subsidiary or affiliated corporations, provided that such Inventions are made or conceived by me entirely during other than TRX Systems, Inc. working hours, and not on TRX Systems, Inc.'s premises and not with the use of TRX Systems, Inc.'s equipment, supplies, facilities, tools, devices, monies, funds, or trade secret information ("Exempt Inventions").

3 I hereby represent that, to the best of my knowledge, I have no present obligation to assign to any former employer or any other person, corporation or firm, any Inventions covered by Paragraph 1. I also represent that, to the best of my knowledge, there is no legal or contractual prohibition or restriction, including but not limited to an agreement with any former employer that might prevent me from performing my duties of employment with TRX Systems, Inc. or which are inconsistent with any terms or conditions herein.

4 I will also assign to TRX Systems, Inc. any and all copyrights and reproduction rights to any material prepared by me in connection with my employment.

5 I will not disclose to TRX Systems, Inc., or induce TRX Systems, Inc. to use, any confidential information of other persons, corporations or firms, including my former employers (if any).

6 I hereby represent and warrant to TRX Systems, Inc. that (i) I have full right and authority to enter into this Agreement and to perform my obligations hereunder, and

(ii) the execution and delivery of this Agreement by me and the performance of my obligations hereunder will not conflict with or breach any agreement, order or decree to which I am a party or by which I bound. In furtherance of the foregoing, I covenant to TRX Systems, Inc. that I have not and will not, within the context of my performance of my duties for TRX Systems, Inc., violate any obligations that I have to any previous employer of any kind whatsoever, including, but not limited to, obligations not to disclose or use confidential information or trade secrets

belonging to any such previous employer and obligations not to solicit employees or clients of any such previous employer. I agree to indemnify and hold harmless TRX Systems, Inc. against any loss, damage or expense (including attorneys' fees) incurred by TRX Systems, Inc. in connection with any breach by me of any representation, warranty or covenant under this Paragraph 6.

1 During the course of employment by TRX Systems, Inc., I may learn of TRX Systems, Inc.'s confidential or proprietary information or confidential or proprietary information entrusted to TRX Systems, Inc. by other persons, corporations or firms (together, "Confidential Information"). Confidential Information includes matters not generally known outside TRX Systems, Inc., such as Inventions and existing and future products and services marketed or used by TRX Systems, Inc., including computer source code and equipment designs, and also data relating to the general business operations of TRX Systems, Inc. (e.g., concerning sales, costs, profits, organizations, customer lists, pricing methods, product development, specifications, etc.). I agree not to disclose or transfer any Confidential Information to others or to make use of it for any purpose, except on TRX Systems, Inc.'s behalf, whether or not such Confidential Information is produced by my own efforts. I agree to safeguard the Confidential Information and to protect and maintain its confidentiality by using at least reasonable efforts. Also, I may learn of developments, ways of business, etc., which in themselves are generally known but whose use by TRX Systems, Inc. is not generally known, and I agree not to disclose to others such use, whether or not such use is due to my own efforts.

2 I agree to comply with all policies contained in the TRX Systems Employee Policy Manual, including, without limitation, the Intellectual Property Policy of TRX Systems, Inc., each of which may be revised from time to time by TRX Systems, Inc.

3 Non-Solicitation and Non-Competition Covenants.

☐ (a) Restrictive Covenants. I agree that TRX Systems, Inc.'s customers, prime contractors, subcontractors, and similar contacts and relations ("Business

☐ Contacts") are established and maintained at great expense and, by virtue of my employment with TRX Systems, Inc., I will have unique and extensive exposure to and personal contact with Business Contacts, and that I will be able to establish a unique relationship with those individuals and entities that will enable me, both during and after employment, to unfairly compete with TRX Systems, Inc. Further, during the term of my employment with TRX Systems, Inc., I will have access to and become acquainted with various Confidential Information which are owned by TRX Systems, Inc. or Business Contacts and which are used in the operation of TRX Systems, Inc.'s business. I agree that the terms and conditions of the following restrictive covenants are reasonable and necessary for the protection of TRX Systems, Inc.'s business, trade secrets and confidential information and to prevent great damage or loss to TRX Systems, Inc. as result of action taken by me. I acknowledge that the noncompete restrictions and the nondisclosure of confidential information restrictions contained in this Agreement are reasonable and the consideration provided for my employment with TRX Systems, Inc. is sufficient to fully and adequately compensate me for agreeing to such restrictions. I acknowledge that I could continue to actively pursue my career and earn sufficient compensation in the same or similar business without breaching any of the restrictions contained in this Agreement. I acknowledge that my obligations under this Paragraph 9 are an express condition to my employment with TRX Systems, Inc. and shall survive termination of this Agreement for any reason. Therefore, in consideration of my employment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I agree as follows:

☐ (b) During Term of Employment. I hereby covenant and agree that, during my employment with TRX Systems, Inc., I shall not directly or indirectly, individually or as an

employee, officer, principal, agent, partner, shareholder, owner, trustee, beneficiary, co-venturer or consultant or in any other capacity, participate in, become associated with, provide assistance to, engage in or have financial or other interest in any business, activity or enterprise which is engaged in any business or activity similar to or competitive with TRX Systems, Inc. or any affiliate, successor or assign of TRX Systems, Inc., unless such employment has been approved by TRX Systems, Inc. in writing and signed by an appropriate personnel manager of TRX Systems, Inc. Further, I shall not directly or indirectly:

☐ (i) Solicit or otherwise encourage any TRX Systems, Inc. employees or members to terminate their services with TRX Systems, Inc. for any reason;

☐ (ii) Request, advise or otherwise solicit or attempt to solicit any prime contractor, subcontractor, and similar contacts and relations who

☐ (x) TRX Systems, Inc. has solicited, (y) currently have or (z) have had business relationships with TRX Systems, Inc. within the twelve (12) months preceding the date of my termination of employment to divert, withdraw, curtail or cancel any of their current or potential business relations with TRX Systems, Inc.; or

☐ (iii) Request, advise or otherwise solicit or attempt to solicit any customer to divert, withdraw, curtail or cancel any of their current or potential business relations with TRX Systems, Inc.

☐ (c) After Termination of Employment. I further agree that during a period after termination of my employment with TRX Systems, Inc. equal to 36 months (the "Restricted Period"), I will not, directly or indirectly, either individually or as an employee, officer, principal, agent, partner, shareholder, owner, trustee, beneficiary, coventurer, consultant or in any similar capacity, offer services performed by me during the term of my employment with TRX Systems, Inc. to: (i) the following companies, including any surviving entity following a merger, acquisition, change of name or similar corporate transaction or restructuring, or their subsidiaries or affiliates that are engaged in activities competitive to TRX Systems, Inc.: Scott, Grace, Mine Safety Appliances, Survivair, Mercury Data Systems, Honeywell/Point Research, Vectronix, Intersense, Acceleron, Memsense, L3 Interstate Electronics Corp or (ii) any company engaged in the business of designing, manufacturing or supporting human and/or asset tracking systems and related software or hardware, or Personal Alert Safety Systems for firefighters. I further agree that during the Restricted Period I shall not directly or indirectly:

☐ (i) Solicit or otherwise encourage any TRX Systems, Inc. employees or members to terminate their services with TRX Systems, Inc. for any reason;

☐ (ii) Solicit for hire or hire any TRX Systems, Inc. employees or members (or any individual who was an employee or member within the twelve (12) months immediately preceding the date of termination);

(iii) Request, advise or otherwise solicit or attempt to solicit any prime contractor, subcontractor, and similar contacts and relations who

(x) TRX Systems, Inc. has solicited, (y) currently have or (z) have had business relationships with TRX Systems, Inc. within the twelve (12) months preceding the date of my termination of employment to divert, withdraw, curtail or cancel any of their current or potential business relations with TRX Systems, Inc.; or

(iv) Request, advise or otherwise solicit or attempt to solicit any customer to divert, withdraw, curtail or cancel any of their current or potential business relations with TRX Systems, Inc.

For purposes of this section, the ownership of less than 2% of the stock of a corporation whose shares are traded on a recognized stock exchange or traded in the over-the-counter market, even

though that corporation may be a competitor of TRX Systems, shall not be deemed financial participation in a competitor.

For this purposes of this Paragraph 9, "customer" shall mean, with respect to any particular date, any corporation, joint venture, partnership, individual or other entity to or for which TRX Systems, Inc. shall have sold any of its products or performed any of its services or have been paid with respect to any of its products or services, within the pervious twelve (12) months, or to or for which TRX Systems, Inc. shall be in the process of producing any of its products or performing any of its services or to or for which TRX Systems shall have submitted a bid, or be in the process of submitting a bid, to produce any of its products or to perform any of its services; provided, however, that for the twelve (12) month period following the termination of my employment, the determination of which persons or entities are "customers" shall be made (in accordance with the foregoing provisions of this sentence) as of the date of such termination of employment.

I further acknowledge that this Paragraph 9 is an independent covenant within this Agreement, and that this covenant shall survive any termination of this Agreement and shall be treated as an independent covenant for the purposes of enforcement.

I shall notify any prospective employer of the terms and conditions of this Paragraph of the Agreement, and shall promptly notify TRX Systems, Inc. of the identity of any subsequent employer during the Restricted Period.

1 In the event that my employment is transferred by TRX Systems, Inc. to a subsidiary or affiliated company (as the case may be), my employment by such company will, for the purposes of this agreement, be considered as continued employment by TRX Systems, Inc., unless and until I execute an agreement, substantially similar in substance to this agreement, then in force in any such company for which I become employed.

2 I hereby give TRX Systems, Inc. permission to use photographs of me, either during or after employment, with or without using my name, for whatever purposes it deems necessary.

3 Upon termination of my employment, unless my employment is transferred to a subsidiary or affiliated company of TRX Systems, Inc., I agree to leave with TRX Systems, Inc. all records, drawings, notebooks and other documents pertaining to Confidential Information, whether prepared by me or others, including the original and all copies of the Confidential Information and of such materials, and also any equipment, tools or other devices in my possession which are owned by TRX Systems, Inc.


4 I agree that my employment with TRX Systems, Inc. is at will, and that both I and TRX Systems, Inc. have the right to terminate my employment relationship at any time, with or without cause.

5 This Agreement will be governed by and construed according to the laws of the State of Maryland. In case any one or more of the provisions, or a portion of a provision, contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. I acknowledge and agree that TRX Systems would be irreparably harmed by any violation of this Agreement and that, in addition to all other rights or remedies available at law or equity, TRX Systems shall have the right to enforce this Agreement by injunction or other equitable relief. I irrevocably consent to the exclusive jurisdiction of any state or federal court for or within the State of Maryland (except for purposes of enforcing a judgment) over any action or proceeding arising out of or related to this Agreement, and waive any objection to venue or inconvenience of the forum in any such court.

6 My obligations under this agreement shall survive the termination of my employment regardless of the manner of such termination, and shall be binding upon my heirs, executors and administrators.

Executed as of the date below in 6/3/03, Maryland.

WITNESS MY HAND AND SEAL

Signature  (Seal)

Date 6/3/03

WITNESS

