

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3616653

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	EMPLOYEE AGREEMENT
RESUBMIT DOCUMENT ID:	503554029
CONVEYING PARTY DATA	
Name	Execution Date
BRIAN HEYLIGER	09/06/2001
RECEIVING PARTY DATA	
Name:	TELECOMMUNICATION SYSTEMS, INC.
Street Address:	275 WEST STREET
Internal Address:	SUITE 400
City:	ANNAPOLIS
State/Country:	MARYLAND
Postal Code:	21401
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	7533259
Patent Number:	8850179
Application Number:	14494961
CORRESPONDENCE DATA	
Fax Number:	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
Email:	bollman@mdslaw.com
Correspondent Name:	TELECOMMUNICATION SYSTEMS, INC.
Address Line 1:	275 WEST STREET
Address Line 2:	SUITE 400
Address Line 4:	ANNAPOLIS, MARYLAND 21401
ATTORNEY DOCKET NUMBER:	20-523; 20-648; 40234
NAME OF SUBMITTER:	WILLIAM H. BOLLMAN
SIGNATURE:	/William H. Bollman/
DATE SIGNED:	11/16/2015
Total Attachments: 7	
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TeleCommunication Systems, Inc.
EMPLOYEE AGREEMENT RELATING TO CONFIDENTIAL INFORMATION,
INVENTIONS, COPYRIGHTS, OTHER EMPLOYMENT,
AND CONFLICTS OF INTEREST

In consideration of my employment and the continuance thereof in any capacity with TeleCommunication Systems, Inc. (herein called "TCS"), I hereby agree and represent as follows:

1. *Confidential Information.* I will not disclose to anyone or use for any purpose at any time, either during or after my employment, any information that I may acquire during my employment which is confidential or proprietary to TCS or to any organization with which TCS has a business relationship, except as the duties of my employment with TCS may require or except as TCS may otherwise consent in writing. Nor will I disclose to TCS any information which is confidential or proprietary to prior employers.
2. *Disclosure.* I will promptly and fully disclose to TCS all inventions, discoveries, or improvements which in my opinion are patentable or new and useful (herein called "inventions") and any works for which a copyright could be claimed (herein called "works") which I may make or conceive (alone or jointly with others) during the term of my employment.
3. *Record of Inventions.* I will keep adequate and current records of all inventions described in the preceding paragraph in such form and at such times as TCS may from time to time require. These records shall be the property of and shall be available at all times to TCS.
4. *Work for Hire/Assignment.* I agree that all copyrightable work conceived, developed, or published in whole or in part during the course of my employment with TCS shall be deemed "work for hire" under copyright laws. Except as provided in paragraph 6 (Non-Assignable Inventions and Works), to the extent any work may be deemed not for hire hereunder, I do hereby assign to TCS all my rights, title, and interest in present and future inventions and works described in paragraph 2 (Disclosure), in all applications for patent or copyright, and in all patents and copyrights therein. It is understood that such assignment is without any special compensation and that it shall be in TCS's sole discretion whether and when to apply for patent or copyright or to make use of any invention or work.
5. *Assistance.* At any time during or after my employment, I will at TCS's request and expense without further consideration, execute all applications for domestic or foreign patents and copyrights relating to the inventions and works described in the preceding paragraph, and all other documents related thereto, including assignments and any documents required by contracts between TCS and the Government or other customer, assignee, or licensee. I further agree, at TCS's request and expense, to render such assistance as TCS may consider helpful in the making and prosecution of such applications; or in perfecting title to such inventions or works; or in any litigation or controversy connected with any of the foregoing matters.
6. *Non-Assignable Inventions and Works.* Any inventions or works described in paragraph 2 (Disclosure) that are conceived wholly on my own time and not related to the business or operations of TCS are excluded from the assignment and assistance requirements of paragraphs 4 and 5. It is understood, however, that they are subject to all other provisions hereof, including in particular the disclosure, record-keeping, and notice requirements of paragraphs 2, 3, and 7.
7. *Notice of Potential Conflicts.* I will notify TCS in writing before I perform or cause to be performed any task for TCS which, in my opinion, would tend to conflict with (a) my rights under paragraph 6 (Non-Assignable Inventions and Works), or in inventions of others (including prior employers) arising out of obligations incurred by me in such inventions or works or in relation to confidential or proprietary information of prior employers. If I do not notify TCS with respect to the foregoing rights, TCS may assume that no such rights exist, and I will make no claim against TCS with respect to the use of any such inventions, works, or information in any task, or the product of any task, which I perform or cause to be performed for TCS.

8. **Enlargement of Rights.** TCS's acceptance of this Agreement is not a waiver of any shop right, right to "works made for hire," implied license or other right of TCS arising from any employment relationship or from the facts and circumstances of the making and development of any invention or work, but confirms and enlarges such rights as herein provided.
9. **No Employment Obligation.** This Agreement imposes no obligation upon me to accept employment nor upon TCS to employ me for any definite period, and in no way affects my status as an at-will employee.
10. **Changes.** This Agreement may not be changed or released, in whole or in part, except with the written consent of a corporate officer of TCS.
11. **Heirs and Assigns.** This Agreement shall inure to the benefit of and be binding upon my heirs, executors, administrators, or other legal representatives or assigns, and TCS's successors or assigns.
12. **Existing Rights.** I do not now own, control, or claim rights in any inventions, works, patent applications, patents or copyrights, except as follows (list by title and by patent application, patent, or other number and date, if any; use additional pages if necessary; if none, write "none"): None
13. **Outside Employment; Conflicts of Interest.** During my employment I will not engage in outside employment or act as a consultant without TCS's written consent, nor engage in any other activities or be a party to any other relationships which conflict with the interest of TCS. I will promptly notify TCS in writing of any circumstances which might indicate the existence of a potential conflict. There are no such conflicts or circumstances at present, and I have no agreements with or obligations to others that may conflict with any part of this Agreement, except as follows (use additional pages if necessary; if none, write "none"): None

EMPLOYEE:

Charles B. Heyliger
Name (Print or Type)

Charles B. Heyliger 7/8/99
Signature Date

William J. Davis 7-8-99
Witness

TELECOMMUNICATION SYSTEMS, INC.

William R. Collins 7/7/99
By Date

Benefits Admin.
Title

TERMINATION STATEMENT

I have reviewed my obligations under the foregoing agreement. I have already disclosed to TCS all matters (if any) covered by Section 2, except for those disclosed herewith (attach extra pages if necessary; if nothing further to be disclosed, write "none"): _____

I have returned to TCS my records (if any) covered by Section 3. I acknowledge my continuing obligations under Section 5 to assist TCS in any patent applications or related matters, and under Section 1 not to disclose or use confidential or proprietary information acquired during my employment.

Date

Employee's Signature

Witness

EMPLOYEE DEVELOPMENT, NONDISCLOSURE, AND NONCOMPETITION AGREEMENT

My execution and delivery of this agreement (this "Agreement") is a condition of my continued employment with TELECOMMUNICATION SYSTEMS, INC., a Maryland corporation (the "Company"). In consideration of and as a condition to my continued employment by the Company, I hereby agree with the Company as follows:

1. I shall not at any time, whether during or after the termination of my employment, disclose to any person or entity any of the trade secrets or confidential information concerning the organization, business or finances of the Company or of any third party which the Company is under an obligation to keep confidential (including but not limited to trade secrets or confidential information respecting inventions, products, designs, methods, know-how, techniques, systems, processes, software programs, works of authorship, customer lists, projects, plans and proposals) received by me during the course of my employment (collectively, "Confidential Information"), except for such disclosures that will be required in the ordinary course of performing my duties as an employee of the Company, and I shall keep secret all matters entrusted to me and shall not use or attempt to use any such Confidential Information in any manner which may injure or cause loss or may be calculated or likely to injure or cause loss whether directly or indirectly to the Company.

Further, I agree that during my employment I shall not make, use or permit to be used any notes, memoranda, reports, lists, catalogs, records, drawings, sketches, specifications, software programs, data, documentation or other materials relating to any matter within the scope of the business of the Company or concerning any of its dealings or affairs otherwise than for the benefit of the Company. I further agree that I shall not, after the termination of my employment, use or permit to be used any Confidential Information, it being agreed that all of the foregoing shall be and remain the sole and exclusive property of the Company and that immediately upon the termination of my employment I shall deliver all of the foregoing, and all copies thereof, to the Company, at its main office.

2. If at any time or times during my employment, I shall (either alone or with others) make, conceive, create, discover, invent or reduce to practice any invention, modification, discovery, design, development, improvement, process, software program, work of authorship, documentation, formula, data technique, know-how, trade secret or intellectual property right whatsoever or any interest therein (whether or not patentable or registrable under copyright, trademark or similar statutes (including but not limited to the Semiconductor Chip Protection Act) or subject to analogous protection) (each, a "Development," and collectively, the "Developments") that (a) relates to the business of the Company or any customer of or supplier to the Company or any of the products or services being developed, manufactured or sold by the Company or which may be used in relation therewith, and (b) (i) results from tasks assigned to me by the Company or (ii) results from the use of the premises or personal property (whether

angible or intangible) owned, leased or contracted for by the Company, or Confidential Information, such Developments and the benefits thereof are and shall immediately become the sole and absolute property of the Company and its assigns, as works made for hire or otherwise, and I shall promptly disclose to the Company (or any persons designated by it) each such Development and, as may be necessary to ensure the Company's ownership of such Developments, I hereby assign any rights (including, but not limited to, any patents, copyrights and trademarks) I may have or acquire in the Developments and benefits and/or rights resulting therefrom to the Company and its assigns without further compensation and shall communicate, without cost or delay, and without disclosing to others the same, all available information relating thereto (with all necessary plans and models) to the Company.

I will, during my employment and at any time thereafter, at the request and cost of the Company and without further compensation to me, promptly execute and deliver all such documents of conveyance and other instruments to the Company, and perform all acts, that the Company and its duly authorized agents may reasonably require in order to give effect or more fully effect the provisions of the foregoing paragraph, including, without limitation:

(a) execute and deliver assignments of any Developments and other documents to the Company or to any third party at the Company's request in order to perfect in the Company (or in any third party, at the Company's request) all right, title and interest in and to any Developments;

(b) apply for, obtain, register and cause to be vested in the name of the Company alone (unless the Company otherwise directs) letters patent, copyrights, trademarks or other analogous protection in any country throughout the world and when so obtained or vested to renew and restore the same; and

(c) defend any judicial, opposition or other proceedings in respect of such applications and any judicial, opposition or other proceedings or petitions or applications for revocation of such letters patent, copyright, trademark or other analogous protection.

In the event the Company is unable, after reasonable effort, to secure my signature on any assignment of or any application for letters patent, copyright or trademark registration or other documents regarding any legal protection relating to a Development, whether because of my physical or mental incapacity or for any other reason whatsoever, 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 and stead to execute and file any such application or applications or other documents and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent, copyright or trademark registrations or any other legal protection thereon with the same legal force and effect as if executed by me.

3. During my employment with the Company and for a period of one year thereafter, I will not, without the Company's prior written consent, directly or indirectly, alone or as a partner, joint venturer, officer, director, employee, consultant, agent, independent contractor or

stockholder of any company or business, engage in any business activity which is directly or indirectly in competition in the Company's markets with any of the products or services being developed, marketed, distributed, planned, sold or otherwise provided by the Company at such time. The ownership by me of not more than one percent of the shares of stock of any corporation having a class of equity securities actively traded on a national securities exchange or on the Nasdaq Stock Market shall not be deemed, in and of itself, to violate the prohibitions of this paragraph.

4. During my employment with the Company and for a period of two years thereafter, I will not directly or indirectly for myself or on behalf of any business, enterprise, person or entity (i) induce or attempt to induce any employee of the Company to leave the employ of the Company, or in any way interfere with the relationship between the Company and its respective employees, (ii) hire any person who was an employee of the Company until six (6) months after such person's employment with the Company has ended, (iii) induce or attempt to induce any customer, supplier, licensee or other entity with whom the Company has a business relationship to cease doing business with the Company, or (iv) conduct any business which is competitive with the Company directly with any customer, supplier, licensee or other entity with whom the Company has a business relationship during the term of my employment with the Company.

5. I agree that any breach of this Agreement by me will cause irreparable damage to the Company and that in the event of such breach the Company shall have, in addition to any and all remedies of law, the right to an injunction, specific performance or other equitable relief to prevent the violation of my obligations hereunder, without the necessity of posting bond or other security.

6. I understand that this Agreement does not create an obligation on the Company or any other person or entity to continue my employment.

7. I further represent that I am not bound by any restrictive covenants or other obligations to any person or entity (except for any such agreement or obligation with: NONE) that would in any way prevent or restrict me from performing any duties or services for the Company to the fullest extent of my knowledge and ability, and my performance of all of the terms of this Agreement and as an employee of the Company does not and will not breach any agreement to keep in confidence proprietary 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 with this Agreement.

8. Any waiver by the Company of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of such provision or any other provision hereof.

9. I hereby acknowledge and agree that my restrictions and covenants set forth in this Agreement are reasonable, in terms of scope, duration and otherwise, and that the protections afforded to the Company hereunder are necessary to protect its legitimate business interests. I

hereby agree that each provision herein shall be treated as a separate and independent clause, and the unenforceability of any one clause shall in no way impair the enforceability of any of the other clauses herein. Moreover, if one or more of the provisions contained in this Agreement shall for any reason be held to be excessively broad as to scope, activity, subject or otherwise so as to be unenforceable at law, such provision or provisions shall be construed by the appropriate judicial body by limiting or reducing such provision or provisions, so as to be enforceable to the maximum extent compatible with the applicable law as such law shall then be.

10. 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, administrators and legal representatives. I shall disclose the existence and terms of this Agreement to any subsequent employer of mine, during applicable period contained herein.

11. The term "Company" means TELECOMMUNICATION SYSTEMS, INC. and, for purposes of Section 1, shall also mean and include any of its subsidiaries, subdivisions or affiliates. The Company shall have the right to assign this Agreement to its successors and assigns, and all covenants and agreements hereunder shall inure to the benefit of and be enforceable by said successors or assigns.

12. I acknowledge that I have been advised to consult with counsel and I am fully aware of my obligations under this Agreement.

13. I hereby agree to take such further steps and execute and deliver such additional documents and agreements as may be necessary, appropriate, or desirable, in the opinion of the Company and its counsel, to effectuate the terms and conditions of this Agreement.

14. This Agreement shall be governed by and construed in accordance with the State of Maryland.

[Signatures Appear On The Following Page]

IN WITNESS WHEREOF, the undersigned has executed this Agreement as a sealed instrument as of the 6th day of Sept, 2001.

PLEASE ANSWER PARAGRAPH SEVEN ON PAGE THREE BEFORE SIGNING THIS EMPLOYEE AGREEMENT.

Charles Brian Hexliger
Name (Print or Type)

[Signature]
Signature

9/6/01
Date

Anna Linn
Witness

ACKNOWLEDGED AND ACCEPTED:

TELECOMMUNICATION SYSTEMS, INC.

By: Gigi Harrison
Signature

Name: Gigi HARRISON

Title: HR asst