

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Employment Agreement/Assignment		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
William R. Blair		07/16/2004	INDIVIDUAL: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
Name:	Co-Exprise, Inc.		
Street Address:	6021 Wallace Road Ext., Suite 300		
City:	Wexford		
State/Country:	PENNSYLVANIA		
Postal Code:	15090		
Entity Type:	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
Property Type	Number	Word Mark	
Registration Number:	3187764	CO-EXPRISE	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	4129455933		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	412-471-8815		
Email:	assignments@webblaw.com		
Correspondent Name:	Kent E. Baldauf, Jr., The Webb Law Firm		
Address Line 1:	One Gateway Center		
Address Line 2:	420 Ft. Duquesne Blvd., Suite 1200		
Address Line 4:	Pittsburgh, PENNSYLVANIA 15222		
<b>ATTORNEY DOCKET NUMBER:</b>	5367-120200		
<b>NAME OF SUBMITTER:</b>	Kent E. Baldauf, Jr., Reg. No. 36,082		
Signature:	/kebjr/		

OP \$40.00 3187764

Date:

11/08/2012

**Total Attachments: 9**

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**EMPLOYMENT AGREEMENT**  
**(William R. Blair)**

This Employment Agreement ("Agreement") is entered into as of the 16<sup>th</sup> day of July, 2004 (the "Effective Date") by and between Co-eXprise, Inc. (the "Company") and William R. Blair, an individual resident of Allegheny County, Pennsylvania ("Employee").

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the parties agree as follows:

**Article I**  
**Employment Terms And Conditions**

1.1 Employment. The Company hereby employs Employee, effective as of the Effective Date, and Employee hereby accepts employment by the Company, upon the terms and conditions set forth herein. Unless earlier terminated in accordance with the terms hereof, the term of Employee's employment under this Agreement shall commence on the Effective Date and continue until the five (5)-year anniversary of the Effective Date, and shall continue thereafter for successive one (1) year periods unless terminated earlier by the Company or Employee by written notice to the other party provided at least ninety (90) days prior to the expiration of then-applicable term.

1.2 Position and Duties. Employee shall devote Employee's entire time and attention to the business and affairs of the Company until Employee leaves the employ of the Company; provided, that Employee shall have the right to engage in charitable, civic and other similar activities, or make personal financial investments, so long as such activities and investments do not (a) interfere with the performance of Employee's duties hereunder, (b) violate the provisions of Article III hereof or (c) otherwise violate the Company's then-applicable policies or procedures. During such period, Employee shall serve in such capacity and perform such duties as the Company shall require from time to time. Employee shall initially serve as the Company's President and Chief Executive Officer.

**Article III**  
**Confidentiality, Inventions, Non-Disclosure and Related Matters**

3.1 Definition of Confidential Information. As used in this Agreement, the term "Confidential Information" with respect to Company, or any third party, shall include, without limitation, the following: (a) financial information, such as earnings, assets, debts, prices, pricing structure, volume of sales and financial data and other business information, including without limitation, business plans and prospects; (b) supply and service information, such as databases, goods and services, supplier's names or addresses, supplier lists, supplier quotations, terms of supply or service contracts or of particular transactions, or related information about potential suppliers; (c) marketing information, such as market studies, databases, details about ongoing or proposed marketing programs or agreements by or on behalf of the Company, sales forecasts or results of marketing efforts or information about impending transactions; (d) customer information, such customer lists, databases, past, existing or prospective customers' names, addresses or backgrounds, records of purchases and prices, quotations, proposals or agreements between customers and the Company, status of customers' accounts or credit, or related information about actual or prospective customers; and (e) intellectual property, such as patents, trademarks, trade secrets, copyrights, designs, specifications, data and database technologies, inventions, developments, formulae, processes, technology, and computer software and programs (including, without limitation, object and source code).

3.2 Duty of Confidentiality. Employee shall hold all Confidential Information in strict confidence. During the term of Employee's employment hereunder, Employee may have access to and become acquainted with Confidential Information of third parties (such as suppliers and customers of the Company), which is in Company's possession. Employee shall also hold such third parties' Confidential Information in strictest confidence as if it were Confidential Information of Company. During the term of this Agreement and thereafter, Employee shall not, directly or indirectly, in any way use (other than for Company's purposes), copy, transfer or disclose any Confidential Information of Company or of any third party, except as required in the performance of Employee's duties for Company, or as specifically authorized by the Company in writing. The parties understand and acknowledge that, as between them, all items of Confidential Information are important, material and confidential trade secrets of Company and affect the successful conduct of the business of Company and its good will, and that any breach of this Section 3.2 is a material breach of this Agreement.

### 3.3 Inventions.

(a) No Prior Inventions. Employee has not developed any inventions, original works of authorship, computer programs, software, developments, improvements, or trade secrets prior to Employee's employment with the Company which have not been previously assigned by Employee to the Company and which will be brought onto the Company's premises, used in connection with Employee's work with the Company or incorporated into any products or services produced or provided by Employee. If, notwithstanding the foregoing, in the course of Employee's employment with the Company, Employee incorporates into a Company product, process or machine, an invention, original work of authorship, development, improvement and/or trade secret made by Employee prior to Employee's employment with the Company which was owned by Employee or in which Employee has an interest, the Company is hereby granted and shall have, to the extent of Employee's interest, a nonexclusive, royalty-free, irrevocable, perpetual, worldwide license to make, have made, modify, use, sublicense and sell such invention, original work of authorship, development, improvement or trade secret as part of or in connection with such product, process or machine.

(b) Assignment of Inventions. Employee shall promptly make full written disclosure to the Company, hold in trust for the sole right and benefit of the Company, and hereby assigns to the Company, or its designee, all of Employee's right, title, and interest in and to any and all inventions, original works of authorship, developments, concepts, improvements, designs, discoveries, ideas, trademarks or trade secrets, whether or not patentable or registrable under copyright or similar laws, which Employee may solely or jointly conceive or develop or reduce to practice, or cause to be conceived or developed or reduced to practice, within the scope of and during the time period of Employee's employment with the Company (collectively, "Inventions"). Employee further acknowledges that all original works of authorship which are made by Employee (solely or jointly with others) within the scope of and during the period of Employee's employment with the Company and which are protectible by copyright are "works made for hire," as that term is defined in the United States Copyright Act. Employee understands and acknowledges that the decision whether or not to commercialize or market any invention developed by Employee solely or jointly with others is within the Company's sole discretion and for the Company's sole benefit and that no royalty will be due to Employee as a result of the Company's efforts to commercialize or market any such invention. Employee shall keep and maintain adequate and current written records of all Inventions made by Employee (solely or jointly with others) during the term of Employee's employment with the Company. The records will be in the form of notes, sketches, drawings, and any other format that may be specified by the Company. The records will be available to and remain the sole property of the Company at all times.

(c) Patent and Copyright Registrations. Employee shall assist the Company, or its designee, at the Company's expense, in every proper way to secure the Company's rights in the Inventions and any copyrights, patents, mask work rights or other intellectual property rights relating thereto in any and all countries, including the disclosure to the Company of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments and all other instruments which the Company shall deem necessary in order to apply for and obtain such rights and in order to assign and convey to the Company, its successors,

assigns, and nominees the sole and exclusive rights, title and interest in and to such Inventions, and any copyrights, patents, mask work rights or other intellectual property rights relating thereto. Employee's obligation to execute or cause to be executed any such instrument or papers shall continue after the termination of this Agreement.

3.4 Returning Company Documents. After Employee ceases to be an employee of the Company, Employee shall immediately return to Company all property of Company in Employee's possession, use or control, including all originals and any and all copies of any files, documents, works and other materials containing any Confidential Information of Company or any third party or any Inventions, in whatsoever medium contained. Employee shall not take any third party or any Inventions, in whatsoever medium contained. Employee shall not take with Employee, or cause or permit the removal from Company's facilities, or any unauthorized destruction of, any originals or copies of any files, documents, works or other materials containing any Confidential Information of Company or any third party or Subsequent Inventions, regardless of the form or medium in which they are contained.

3.5 Prior Agreements and Employment. Employee represents and warrants that Employee's employment under this Agreement does not violate any other agreement, to which Employee is a party, nor violate or breach any confidential relationship between Employee and any third party. Employee further agrees that Employee will not use for Company's benefit or disclose to Company any Confidential Information of any third party which Employee is prohibited by agreement (such as an agreement with a previous employer) or otherwise from so using or disclosing such Confidential Information and that Employee will not bring onto the premises of the Company any unpublished document or proprietary information belonging to any such third party, unless consented to in writing by such third party. In the event that the Company is or becomes a party to, or is threatened to be made a party to, any threatened or pending action or proceeding by reason of, or arising out of, any breach or alleged breach by Employee of any agreement, understanding or confidential relationship (or alleged confidential relationship) between Employee and any third party, Employee shall indemnify and hold harmless the Company from and against any and all expenses (including, without limitation, reasonable attorneys' fees and costs), judgments, fines, and amounts paid in settlement incurred by the Company in connection therewith.

**Article V**  
**Jurisdiction and Equitable Relief**

5.1 Consent to Jurisdiction. Employee hereby agrees that any dispute or controversy arising out of, relating to, or concerning any interpretation, construction, performance or breach of this Agreement, shall be adjudicated by the state or federal courts located in Allegheny County, Pennsylvania, and Employee hereby expressly consents to the personal jurisdiction of such courts for any lawsuit filed against Employee by the Company arising from or relating to this Agreement.

5.2 Waiver of Jury Trial. The parties hereby irrevocably waive any and all right to a jury trial in any action, proceeding or claim relating to this Agreement, including, but not limited to, the following claims:

(a) any and all claims for wrongful discharge of employment; breach of contract, both express and implied; breach of the covenant of good faith and fair dealing, both express and implied; negligent or intentional infliction of emotional distress; negligent or intentional misrepresentation; negligent or intentional interference with contract or prospective economic advantage; and defamation;

(b) any and all claims for violation of any federal, state or municipal statute, including, but not limited to, Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Age Discrimination in Employment Act of 1967, the Americans with Disabilities Act of 1990, the Fair Labor Standards Act, the Pennsylvania Fair Employment and Housing Act, and Labor Code Section 201, *et. seq.*; and

(c) any and all claims arising out of any other laws and regulations relating to employment or employment discrimination.

The parties acknowledge that the foregoing waiver set forth in this Section 5.2 is knowing and voluntary.

5.3 Equitable Relief. Employee acknowledges that it would be impossible or inadequate to measure and calculate the Company's damages from any breach of the covenants set forth in Article III hereof. Accordingly, Employee agrees that if Employee breaches any of the covenants in Article III hereof, the Company will have available, in addition to any other right or remedy available, the right to obtain an injunction from a court of competent jurisdiction restraining such breach or threatened breach and to specific performance of any such provision of this Agreement. Employee further agrees that no bond or other security shall be required in obtaining such equitable relief and hereby consents to the issuance of such injunction and to the ordering of specific performance.

5.4 Costs and Expenses. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs in addition to any other relief to which such party may be entitled.

## **Article VI Miscellaneous**

6.1 Notices. All notices, requests, consents and other communications hereunder shall be in writing and shall be deemed to have been duly given (a) at the time of receipt delivered in person or by facsimile transmission (with transmission acknowledgement received), (b) within (1) day after deposit with a nationally recognized overnight courier, specifying next day delivery, or (c) three (3) days after being sent certified or registered mail, return receipt requested, in each case to the address or facsimile number (as the case may be) listed for the applicable party below, or, if any party shall have designated a different address or facsimile number by notice to the other parties in the manner provided in this Section (provided that notice of change in address and/or facsimile number shall be deemed given only when received), then to the last address or facsimile number so designated:

(i) If to the Company, to:

Co-eXprise, Inc.  
717 Parkview Drive  
Gibsonia, PA 15044  
Attention: President

(ii) If to Employee, to his address or facsimile of record in the personnel files of the Company.

6.2 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without giving effect to the conflicts of laws provisions thereof.

6.3 Entire Agreement; Amendments. This Agreement sets forth the entire agreement and understanding between the Company and Employee relating to the subject matter herein and merges all prior discussions between such parties. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in



writing signed by the party to be charged. Any subsequent change or changes in Employee's duties, salary or compensation will not affect the validity or scope of this Agreement.

6.4 Severability. If any court of competent jurisdiction holds any provision in this Agreement invalid or unenforceable, all other provisions of this Agreement shall remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable. If any covenant in Article III is held to be unreasonable, arbitrary, or against public policy, such covenant will be considered to be divisible with respect to scope, time and geographic area, and such lesser scope, time, or geographic area, or all of them, as a court of competent jurisdiction may determine to be reasonable, not arbitrary, and not against public policy, will be effective, binding and enforceable against Employee.

6.5 Successors and Assigns. This Agreement will be binding upon Employee's heirs, executors, administrators and other legal representatives and will be for the benefit of the Company, its successors, and its assigns. Without limitation of the foregoing, the Company may assign this Agreement and its rights hereunder to (a) any successor to the Company by means of merger, consolidation, purchase of the Company's stock or otherwise and/or (b) any assignee of the Company in connection with the purchase and sale of all or any portion of the Company's assets.


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

6.7 Waiver. No failure or delay by either of the parties in exercising any right, power or privilege under this Agreement will operate as a waiver thereof. The waiver by either of the parties of a breach of any provision of this Agreement will not operate or be construed as a waiver of any other or subsequent breach.

6.8 Headings. Section and paragraph headings used in this Agreement have been inserted for convenience of reference only and shall not be used to construe or interpret this Agreement.

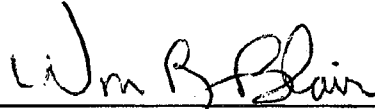
IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the Effective Date.

CO-EXPRIZE, INC.

By: 

Its: CHIEF OPERATING OFFICER

EMPLOYEE



William R. Blair