

Employee hereby agrees that during the term of this Agreement and for a period of twelve (12) months following the termination of this Agreement, he or she will not, directly or indirectly, whether individually, as stockholder, partner, owner, employee, agent or creditor of any business, or in any other capacity, take any action to induce any customer, client, vendor, or other business contacts of GCG to cease any or all of their business with GCG or to divert any or all of such business with GCG to himself or any person or entity.

Employee agrees that the violation of this provision will result in irreparable harm to GCG, and that GCG shall be entitled to seek injunctive relief enforcing this provision. This provision shall not prevent GCG from availing itself of any other remedy available at law or at equity, including but not limited to a claim for monetary damages.

Employee's initials: _____

9. Ownership of Intellectual Property

Ownership of Intellectual Property conceived, developed, made or created by Employee, solely or jointly with others, in connection with or as a result of work performed by Employee for Client Company while Employee is placed with Client Company pursuant to the terms of this Agreement, shall be the sole and exclusive property of Client Company. Employee hereby transfers, grants, conveys, assigns and relinquishes to Client Company all of Employee's worldwide right, title and interest in and to said Intellectual Property under patent, copyright, trade secret, and trademark law, in perpetuity or for the longest period otherwise permitted by law. Additionally, Employee shall sign any and all documents, including recordable assignments, that the Client Company considers necessary or advisable to effectuate Client Company's ownership of the Intellectual Property.

a. The term Intellectual Property shall include, but not be limited to, any idea, invention, discovery, improvement, conception, reduction to practice, or design, machine, process or improvement thereon, whether or not patentable, and/or any writing, drawing, computer program, original work, revised work, derivative work and/or any other original work of authorship fixed in any tangible medium of expression, and/or any development, treatment, concept and/or trade secret.

b. Employee shall promptly disclose to Client Company all said Intellectual Property as it becomes known to Employee and shall maintain for Client Company's benefit such journals or notebooks regarding the details of said Intellectual Property as Client Company may prescribe.

c. Employee shall make application through Client Company, and its attorneys, for such United States and/or foreign patents, as may be specified from time to time by the Client Company, at Client Company's expense, and Employee shall render reasonable assistance in preparing such applications and shall execute any and all papers, including recordable assignments, that the Client Company considers necessary or advisable in order to protect Client Company's right, title and interest thereto.

d. All said Intellectual Property comprising original works of authorship shall be considered to be "work made for hire" such as defined, e.g., in §101 of Title 17 of the United States Code, and any and all rights therein in any and all media shall be owned by Client Company. In the event that any said Intellectual Property is not deemed to be work made for hire, Employee hereby expressly assigns to Client Company any and all rights therein, including all derivative rights thereto, and any statutory copyright, together with the right to secure registrations, renewals, extensions of such copyright throughout the world for an unlimited duration. Employee shall execute any and all documents or instruments that the Client Company considers necessary or advisable to secure registration and confirm Client Company's ownership of said copyrights(s).

e. Employee shall not disclose to Client Company or induce Client Company to use any patentable inventions, copyrights, trade secrets or other proprietary information that Employee knows, or has reason to know, belongs to any third party, and Employee shall not use or embody in said Intellectual Property proprietary materials which Employee knows, or has reason to know, belongs to any third party without the express, written permission of Client Company.