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James Gould

Dear Mr. Gould:

We are pleased to offer you a position with Locke Lord Bissell & Liddell LLP (the "Firm"). The purpose of this letter is to confirm certain terms, which we are offering you individually. Those terms are as follows:

1. Start Date

Your start date will be on or before Monday, February 2, 2009.

2. Status and Compensation

You will join the Firm as an Equity Partner. Our compensation arrangements with you are as follows. As you are joining the firm after the start of the year, all of the requirements set forth in this paragraph will be annualized, and all of the compensation set forth in this paragraph will be annualized and paid based on the time that you are actually with the firm rather than a complete 2009 calendar year.

a) As an Equity Partner, you will receive an allocation of net income for the Firm in 2009 (your "percentage") that is intended to provide you with compensation at an annualized rate of \$1,000,000 (the "Target Compensation"). Your actual receipt of Target Compensation is contingent on the following. First, the actual rate of compensation received will be limited to 80% of Target Compensation until the Group Factor is achieved. The Group Factor will be achieved when revenues collected in 2009 from current clients of the individuals listed on Attachment A (the "Group") or from new clients that the group attracts to the Firm generate at least \$750,000 in average revenues per lawyer and at least \$1,000,000 in average profits per Equity Partner (the "Group Factor").⁷ Second, after achieving the Group Factor your actual compensation will float in accordance with your percentage of the Firm's net income and, when and if the Firm achieves its target net income for 2009, your actual compensation rate will equal the Target Compensation rate (and, if the Group Factor is achieved and the Firm exceeds its target net income for 2009, your actual annualized compensation will exceed your annualized Target Compensation). If the revenues collected in 2009 from your current clients or from new clients the Group attracts to the Firm exceed \$30,000,000.00 on an annualized basis as of year-end (regardless of whether the Firm achieves its target net income), the Firm will provide a special payment in the amount of ten percent (10%) of the amount of such excess (but not exceeding \$700,000) which special payment will be distributed among the Group in the manner determined by the Equity Partners in the Group (subject to approval of the Firm's executive committee), such payment to be made no later than March 31, 2010.

⁷ Based on the expenses in the profit and loss pro forma, the Group Factor will be calculated as of year-end and will be achieved if collected revenues are at or above \$26,600,000 on an annualized basis. The Group Factor includes the productivity of all lawyers (not just partners) contemplated in the pro forma set forth in Attachment B.

b) Your Target Compensation has been determined based upon your performance goals, which are (i) at least 1900 client-billable hours on an annualized basis (the "Hourly Goal"), (ii) an effective billing rate maintained at or above 2008 levels, and (iii) on an annualized basis, working attorney collections equal to or greater than the pro forma as set forth in Attachment B. Except with regard to the Hourly Goal, failure to achieve these goals will not cause the compensation for 2009 to be adjusted (unless the provisions for adjustment set forth in Section 2 a) are triggered) but will be taken into account by the Firm for purposes of determining compensation for 2010.

c) Any other future salary, bonus or other compensation will be determined from time to time at the sole discretion of the Firm.

d) As an Equity Partner, you will be paid a monthly draw in accordance with the monthly draw schedule set forth by the firm, the current version of which is set forth on Attachment C, and will also receive periodic distributions, from a positive operating account balance, with a final distribution with respect to 2009 revenues made on or about January 15, 2010.

e) John Sweeney will become the Deputy Managing Partner of the Firm's New York office. James Gould will become the co-head of the Intellectual Property Department of the Firm.

f) The Executive Committee has agreed that Harry Marcus will remain eligible for Equity Partner status after his 70th birthday. Continuation of that status is dependent on his maintaining performance metrics that are consistent with other Equity Partners in the Firm.

3. Capital Contribution

You shall have the obligation to make a capital contribution to the Firm in accordance with the capital contribution table set forth on Attachment D. Your capital contribution will be due within 90 days of your joining the Firm. Should you like, the Firm can assist with arranging financing through JPMorgan Chase Bank, N.A. Should you depart the firm within two years of your start date with the Firm, you will not be entitled to a return of your capital unless your departure is the result of involuntary termination, death, or permanent disability.

4. Benefits

As a partner of the Firm, you may avail yourself of certain benefits the Firm offers. The Executive Committee will determine the benefits for the Firm. These benefits, like other policies and procedures of the Firm, may be changed from time to time by the Firm in the sole discretion of the Firm. The LLB&L Partner Benefits Guide 2009 is enclosed with this letter.

5. Policies and Practices

The Firm has a Policy Manual and a Risk Management Manual, which set forth many of the policies and procedures followed by the Firm. In addition, the Firm follows many policies and procedures, that have not been reduced to writing. The current Policy Manual, Risk Management Manual and other policies and procedures may be changed from time to time in accordance with the policies and practices of the Firm. The current Policy Manual and Risk Management Manual are available for review by contacting Don Briggs, Director of Administration.

6. Partnership Agreement

Your status as a partner of the Firm is subject to the terms and conditions of the Partnership Agreement of the Firm, dated as of October 2, 2007, as amended, by and among the parties thereto (the "Partnership Agreement"), and is subject to revision on an annual basis by the partnership.

7. Non-Partner Attorneys and Non-Legal Staff.

To provide support for you, the Firm has agreed to a hiring plan for of counsel, contract and associate attorneys, scientists, paralegals, secretaries and other support staff members.

8. Representations

In consideration of joining the Firm, you have individually advised us that:

- a) There are no disciplinary, malpractice or other similar claims pending or, to your knowledge threatened, against you, nor to the best of your knowledge does any basis exist for any such future claims. You also have advised us that no court has sanctioned you in connection with your professional activities.
- b) You have not been convicted of a felony.
- c) You are not an employee, officer or member of the board of directors for any client and do not have personal business transactions with any clients.

9. Conflicts

You agree that prior to your start date, you will satisfactorily resolve pending conflicts or potential conflicts between the Firm and its clients and any clients you represent.

If you have any questions or comments concerning any matter set forth in this letter or any matter you have discussed with any representative of the Firm, please contact me.

Yours very truly,

LOCKE LORD BISSELL & LIDDELL LLP



Jerry Clements
Managing Partner

James Gould
January 23, 2009
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ACKNOWLEDGED AND AGREED
this 23rd day of January, 2009



A handwritten signature in black ink, appearing to read "James Gould", is written over a horizontal line.

cc: Miles Holsworth
J. Mitchell Bell
Robert Johnson
Erin Johnston
Don Briggs