

11-21-2002

FORM PTO-1595
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)

Rec



102288656

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
CLEARPATH, INC. 11-13-02
4790 140th Ave. North
St. Petersburg, Florida 33762
Additional name(s) of conveying party(ies) attached?
 No Yes

2. Name and address of receiving party(ies):
Name: JCC, LTD.
Internal Address: Suite 300

3. Nature of Conveyance
 Assignment Merger
 Security Agreement Change of Name
 Other:
Execution Date(s):

Street Address: 270 St. Paul Street
City: Denver State: CO Zip: 80206
Country: United States
Additional name(s) & address(es) attached? Yes No

4. Application Number(s) or patent number(s):
If this document is being filed together with a new application, the execution date of the application is:
A. Patent Application No.(s)

B. Patent No.(s)
6,184,496; 6,180,929; 5,966,502
Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Peter J. Kinsella
Internal Address: _____
Street Address: 2500 Republic Plaza,
370 Seventeenth Street
City: Denver State: CO Zip: 80202-4004

6. Total number of applications and patents involved: 3
7. Total Fee (37 CFR 3.41)....\$120.00
 Enclosed
 Authorized to be charged to deposit account
8. Deposit Account Number:
06-0029
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing is true and correct and any attached copy is a true copy of the original document.

Peter J. Kinsella
Name of Person Signing

Signature

November 13, 2002
Date

Total number of pages including cover sheet, attachments, and document:

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

11/21/2002 LMUELLER 00000092 6184496

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OFFICE OF PUBLIC RECORDS
2002 NOV 13 AM 11:43
FINANCE SECTION

Additional Names of Receiving Party

Raleigh Enterprises, LCC
100 Wilshire Boulevard
8th Floor
Santa Monica, CA 90401
United States

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This **SETTLEMENT AGREEMENT AND MUTUAL RELEASE** ("Settlement Agreement") is entered into and effective as of October ~~29~~²⁷, 2002 (the "Effective Date"), by and between ClearPath, Inc., a Florida corporation ("ClearPath"); ThermaProducts, Inc. A Dissolved Colorado Corporation 2002 ("ThermaProducts") (ClearPath and ThermaProducts are hereinafter individually and collectively referred to as "Assignors"); Richard J. Pearce (individually); and Stephen Haley (individually) (Pearce and Haley are hereinafter individually and collectively referred to as "Officers"); and JCC, Ltd., a Colorado limited partnership ("JCC"); and Raleigh Enterprises, LLC, a California limited liability company ("Raleigh") (JCC and Raleigh are hereinafter individually and collectively referred to as, "Assignees").

RECITALS

A. ClearPath is the maker of the following three (3) promissory notes ("Notes"):

[REDACTED]

[REDACTED]

[REDACTED]

B. The Notes are secured by all of ClearPath's accounts, accounts receivable, proceeds, equipment, machinery, inventory, intellectual property, fixtures, and contract rights.

[REDACTED]

[REDACTED]

NOW THEREFORE, the parties agree as follows:

1. **DEFINITIONS.** In addition to terms defined elsewhere in this Agreement, the following terms shall have the following meanings:

1.1 "Technology" means the tangible and intangible technology of Assignors set forth in *Exhibit A* hereto, including, without limitation, any and all related inventions, methods, processes (business or otherwise), machines, articles of manufacture, compositions of matter and any other invention that may be the subject matter of patent protection, know-how; information, data, formulas,

designs, models, drawings, computer programs (including all documentation, related listings, design specifications, programming notes and flowcharts related thereto), advertising and marketing concepts, and any literary works, pictorial, graphic works, works of visual art and any other work that may be the subject matter of copyright protection.

1.2 "Patents" means the patents set forth in *Exhibit B* hereto and all applications therefor and any division, renewal, continuation in whole or in part, substitution, conversion, reissue or extension thereof and any other applications or registrations claiming priority therefrom.

1.3 "Trademarks" means the trademarks set forth in *Exhibit C* hereto and all registrations and applications therefor and all renewals and extensions thereof.

1.4 "Intellectual Property Rights" means the Patents, the Trademarks and any and all present and future worldwide copyrights, trademarks, patents (including all applications, extensions, divisions, renewals, reissues and continuations of any and each of the foregoing), trade secrets and know-how related to the Technology, and any and all other rights or interests related to the Technology that are protected or capable of protection by any other statutory or legal authority.

1.5 "Contract Rights" means any and all contractual rights of the Assignors related to the Technology including without limitation the contract rights under contracts generally identified on *Exhibit D* hereto.

1.6 "Bargain and Sell" means with respect to the transfers made by Officers hereunder, the transfer of all of such Officer's right, title and interest in the item transferred, if any, together with any and all after-acquired right, title or interest in the item transferred; it being understood and agreed by the parties that the Officer is only assigning such rights to the extent of any ownership he may have but that he makes no warranty of such ownership other than the warranty that he has not conveyed such rights, title or interests to any other party.

2. PAYMENT. In consideration of the Assignments contained in Section 3 hereof and the mutual promises contained herein, Assignees shall pay ClearPath, on the Effective Date, a total aggregate sum of

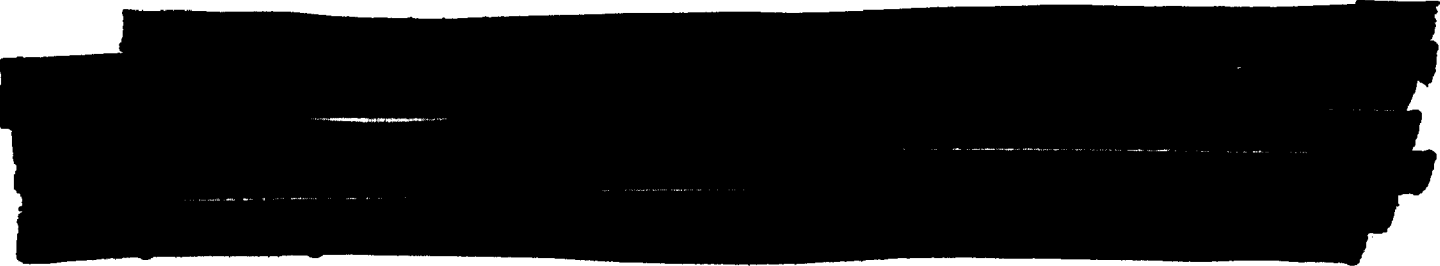
[REDACTED]

3. ASSIGNMENT OF RIGHTS AND OTHER OBLIGATIONS.


3.1 Assignment. Assignors each individually hereby irrevocably transfers and assigns (the "Assignment") to Assignees (jointly) all right, title, and interest (of any nature, in any form, market, or media, whether or not currently in existence) throughout the universe in perpetuity, in and to (a) the Technology, (b) the Contract Rights, and (c) all Intellectual Property Rights, including, without limitation, the Patents and Trademarks. Officers each individually hereby irrevocably Bargain and Sell to Assignees (jointly) any and all right, title, and interest (of any nature, in any form, market, or media, whether or not currently in existence) throughout the universe in perpetuity that they may have in and to

(i) the Technology, (ii) the Contract Rights, and (iii) all Intellectual Property Rights, including, without limitation, the Patents and Trademarks. Assignor and Officers make the foregoing transfer, assignment, and Bargain and Sell (as applicable) to the fullest extent now or hereafter permitted by the laws of the United States of America or the laws of any other countries, without condition, limitation, or reservation, including but not limited to: all trademark or service mark rights and any goodwill appurtenant thereto; all copyright, patent and trade secret rights; any and all rights that may arise under any copyright or other law hereinafter in effect in the United States of America or in any other countries; all applications or registrations for any of the foregoing; and the right to sue for past, present and future infringement or misappropriation. Not limiting the foregoing, Assignee may use, sell, license, translate, copy, duplicate, record, broadcast, distribute, perform, display, add to, subtract from, arrange, rearrange, revise, modify, change, adapt and otherwise exploit the Technology and any modification and derivative works thereof in Assignee's sole and absolute discretion.

3.2 Further Assistance. At Assignee's request, Assignors agree to execute and deliver, from time to time, any instrument and take any other lawful actions, as may be necessary to evidence, maintain, effectuate, enforce or defend any and all of Assignee's rights in the Technology, Patents, Trademarks and other Intellectual Property Rights transferred and assigned hereunder and any modifications or derivative works thereof. At Assignee's request, Officers agree to execute and deliver, from time to time, any instrument as may be necessary to evidence, maintain, or effectuate the Bargain and Sell of any and all of Officers' rights in the Technology, Patents, Trademarks and other Intellectual Property Rights contained herein.



3.4 No Further Uses. Assignors and Officers agree not to disclose to third parties, misappropriate, reproduce, perform, distribute, display, modify, create derivative works of, make, have made, sell, offer to sell, import, improve upon, use or otherwise exploit in any manner the Technology, Patents, Trademarks or other Intellectual Property Rights (or any portions of the foregoing) transferred and assigned to Assignees hereunder. Without limiting the foregoing, Assignors and Officers hereby transfer and assign to Assignees (jointly) all right, title and interest in and to any and all Intellectual Property Rights (including, without limitation, any and all copyrights, patents, patentable inventions or ideas, trademarks and trade secrets) developed or created by or on behalf of any Assignor at any time after the Effective Date.





6. **IRREVOCABLE.** Each Assignor respectively acknowledges that the Assignment is irrevocable and binding on such Assignor's successors, heirs, and assigns. [REDACTED]

7. **MARKETING AND SALE OF PATENTS.** Assignees may (individually or collectively) freely assign or sell the Technology, Intellectual Property or any other rights received hereunder, or any portion thereof (each a "Future Transfer"), to any related or unrelated third party without obtaining the consent of any (or all) Assignors. [REDACTED]

[REDACTED]

10. **ENTIRE AGREEMENT AND MODIFICATIONS.** This Assignment constitutes the entire agreement between Assignors, Officers, and Assignees with respect to the subject matter hereof and merges herein any and all statements, agreements, representations and promises, whether oral or written, with respect to the subject matters hereof. This Assignment may be modified only by a written agreement signed by all parties.

[REDACTED]

[REDACTED]

THIS SETTLEMENT AGREEMENT has been executed as of the date and year set forth below the following signatures.

ASSIGNOR: ClearPath, Inc.

Signed: *Richard J. Pearce*

Print Name: Richard J. Pearce

Title: President

Date: 10/28/02

ASSIGNOR: ThermaProducts, Inc. A Dissolved Colorado Corporation 2002

Signed: _____

Print Name: _____

Title: _____

Date: _____

OFFICER: Richard J. Pearce

Signed: *Richard J. Pearce*

Print Name: Richard J. Pearce

Title: _____

Date: 10/29/02

OFFICER: Stephen Haley

Signed: _____

Print Name: _____

Title: _____

Date: _____

ASSIGNEE: JCC, Ltd.

Signed: *John V. Saeman*

Print Name: John V. Saeman

Title: Partner / Manager

Date: 11/6/02

ASSIGNEE: Raleigh Enterprises, LLC

Signed: _____

Print Name: _____

Title: _____

Date: _____

ASSIGNOR: ClearPath, Inc.

Signed: _____

Print Name: _____

Title: _____

Date: _____

ASSIGNOR: ThermaProducts, Inc. A Dissolved Colorado Corporation 2002

Signed: _____

Print Name: _____

Title: _____

Date: _____

OFFICER: Richard J. Pearce

Signed: _____

Print Name: _____

Title: _____

Date: _____

OFFICER: Stephen Haley

Signed: 

Print Name: STEPHEN C. Haley

Title: _____

Date: 11/4/02

ASSIGNEE: JCC, Ltd.

Signed: _____

Print Name: _____

Title: _____

Date: _____

ASSIGNEE: Raleigh Enterprises, LLC

Signed: _____

Print Name: _____

Title: _____

Date: _____

ASSIGNOR: ClearPath, Inc. Signed: _____ Print Name: _____ Title: _____ Date: _____	ASSIGNOR: ThermaProducts, Inc. A Dissolved Colorado Corporation 2002 Signed: _____ Print Name: _____ Title: _____ Date: _____
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OFFICER: Richard J. Pearce Signed: _____ Print Name: _____ Title: _____ Date: _____	OFFICER: Stephen Haley Signed: _____ Print Name: _____ Title: _____ Date: _____
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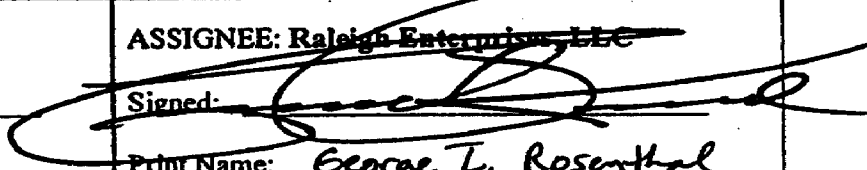
ASSIGNEE: JCC, Ltd. Signed: _____ Print Name: _____ Title: _____ Date: _____	ASSIGNEE: Raleigh Enterprises, LLC Signed:  Print Name: <u>George I. Rosenthal</u> Title: <u>Chairman</u> Date: <u>11-5-02</u>
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Exhibit A
Technology

Any device or apparatus for melting and preventing the accumulation of ice and snow developed by or for Assignors or Officers, including without limitation: (1) a removable electrical device for melting and preventing the accumulation of ice and snow on sidewalks, driveways, balconies, entranceways, wheelchair ramps, patios, hot tub decks, stairways, etc.; (2) a flexible electric heating device for melting snow and ice that may be cut to custom lengths or to avoid obstructions, having one or more flexible heaters sandwiched between two vulcanized polymer protective sheets; (3) an electric heating device designed to be installed along the eaves and edges of roofs that melts snow, icicles and ice blockages from roofs to prevent building leaks and water damage, made with either flexible rubber materials or covered with any type of standard shingle roofing material, and (4) and technology, design or device that is used to bond together two vulcanized polymer protective sheets with a flexible heaters sandwiched between.

Exhibit B
Patents



U.S. Patent 6,184,496, entitled "Driveway, walkway and roof snow and ice melting mat", filed May 31, 2000

U.S. Patent 6,180,929, entitled "Heating pad apparatus adapted for outdoor use", filed August 6, 1998

U.S. Patent 5,966,502, entitled "Apparatus for melting snow and ice", filed August 13, 1997

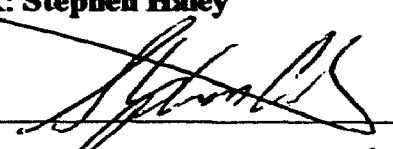
CERTIFICATION OF DELIVERY
OF TECHNOLOGY AND SUPPORTING DOCUMENTATION

The Assignors and Officers, severally and not jointly, each hereby certifies that, as of the Effective Date of the **SETTLEMENT AGREEMENT AND MUTUAL RELEASE** (the Effective Date), it or he has delivered or caused to be delivered to Assignees (jointly) any and all of the following, if any, that were in its or his possession or control: (a) devices, documentation, notes, charts, diagrams, users manuals and other fixed expressions (and all existing copies of the foregoing) incorporating or related to the Technology, whether or not such expressions are fixed in tangible or electronic media, and (b) all applications, registrations, patent and trademark file wrappers, correspondence, internal files and other documentation related to the Intellectual Property Rights. Assignors and Officers, severally and not jointly, each further certifies that it or he has not maintained possession (whether in tangible or electronic media) of any copies of any of the foregoing following the date of such delivery. As of the Effective Date, Officers have executed and delivered any instrument provided by Assignees to evidence, maintain, or effectuate the Bargain and Sell of any and all of Officers' rights in the Technology, Patents, Trademarks and other Intellectual Property Rights contained herein. As of the Effective Date, Assignors have executed and delivered any instrument provided by Assignees to evidence, maintain, or effectuate the transfer of the Technology, Patents, Trademarks and other Intellectual Property Rights contained herein.

ASSIGNOR: ClearPath, Inc. Signed: <u></u> Print Name: <u>Richard J. Pearce</u> Title: <u>President</u> Date: <u>10/29/02</u>	ASSIGNOR: ThermaProducts, Inc. A Dissolved Colorado Corporation 2002 Signed: _____ Print Name: _____ Title: _____ Date: _____
OFFICER: Richard J. Pearce Signed: <u></u> Print Name: <u>Richard J. Pearce</u> Title: _____ Date: <u>10/29/02</u>	OFFICER: Stephen Haley Signed: _____ Print Name: _____ Title: _____ Date: _____

CERTIFICATION OF DELIVERY
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ASSIGNOR: ClearPath, Inc. Signed: _____ Print Name: _____ Title: _____ Date: _____	ASSIGNOR: ThermaProducts, Inc. A Dissolved Colorado Corporation 2002 Signed: _____ Print Name: _____ Title: _____ Date: _____
OFFICER: Richard J. Pearce Signed: _____ Print Name: _____ Title: _____ Date: _____	OFFICER: Stephen Haley Signed:  Print Name: <u>STEPHEN C. HALLEY</u> Title: _____ Date: <u>11/4/02</u>

Clear/JCC -0016

RECORDED: 11/13/2002

PATENT
REEL: 013496 FRAME: 0091