



To the Honorable Commissioner of

102586541

ached original documents or copy thereof.

1. Name of conveying party(ies):

Joel S. Bennett

Additional name(s) of conveying party(ies) attached? [] Yes [x] No

2. Name and address of receiving party(ies)

Name: Endura Products, Inc.

Street Address: 8817 West Market Street,
Colfax, North Carolina 27235

Additional name(s) & address(es) attached? [] Yes [X] No

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other: Settlement Agreement including obligation of Inventor to Assign

Execution Date: 02/21/03

2003 OCT 27 AM 9:46
OPR/FINANCE

4. Application number(s) or patent number(s): 09/963,739

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)

Additional numbers attached? [] Yes [X] No

5. Name and address of party to whom correspondence concerning document should be mailed:

Steven D. Kerr, Esq.
Womble Carlyle Sandridge & Rice, PLLC
P.O. Box 7037
Atlanta, GA 30357-0037

6. Total number of applications/patents involved: [1]

7. Total fee (37 CFR 3.41) \$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit Account Number:

09-0528

(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 information is true and correct and any attached copy is a true copy of the original document.

Steven D. Kerr 32,472
Name of Person Signing

Signature 

Date

Oct 22, 2003

Docket No. E040 1150.1

Total number of pages including cover sheet, attachments, and document: [3]

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

10/28/2003 ECOOPER 00000200 09963739

01 FC:8021

40.00 OP

ATLANTA 374834v1

SETTLEMENT AGREEMENT AND MUTUAL RELEASE OF ALL CLAIMS

WHEREAS, this SETTLEMENT AGREEMENT AND MUTUAL RELEASE OF ALL CLAIMS ("Agreement") is entered into this the 21 day of February, 2003 by and between Endura Products, Inc. ("Endura") and Joel S. Bennett ("Bennett"), hereinafter collectively referred to as the "Parties";

4. Bennett covenants and agrees to cooperate with Endura regarding Endura's Inventions and related patent applications, to sign all documents necessary or reasonably requested for Endura to effectuate the filing and prosecution of such patent applications and the securing and maintenance of patents issuing therefrom, including documents relating to patents pending, Endura's Inventions for which patent applications have not yet been prepared or filed, and continuations, continuations-in-part, divisionals, reissues, re-examination certificates, and foreign applications based on pending or later filed applications. Endura will take reasonable steps to minimize the amount of Bennett's time in fulfilling his obligations in this Section 4. Bennett agrees further to assign to Endura through timely execution of assignment documents provided by Endura, any and all inventions and patent rights to Endura's Inventions with respect to which Bennett was inventor or co-inventor before, during or after Bennett was an independent contractor or employee of Endura, consistent with applicable law. These obligations survive the termination of this Agreement for any reason. For purposes of this Agreement, "Endura's Inventions" with respect to Bennett shall mean all discoveries, concepts, methodologies, innovations, inventions, and improvements that were conceived, created, reduced to practice, invented, or co-invented by Bennett before, during or after Bennett was an independent contractor or employee of Endura and that are in any way related to the business and/or products of Endura, whether or not commercialized or otherwise pursued by Endura, consistent with applicable law.

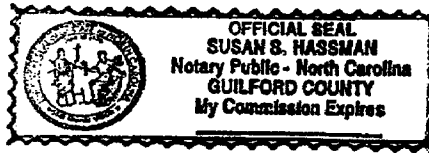
19. This Agreement shall be governed and construed by the laws of the State of North Carolina and any legal action pertaining to this Agreement shall be instituted in the courts of the State of North Carolina.
20. No terms of this Settlement Agreement and Mutual Release of Claims may be changed or modified except by writing signed by the party to be charged with such change or modification. The parties hereto warrant and covenant to one another that they will not at any time make claim that any term or provision of this instrument has been changed or modified except for any such change or modification as is set out in a signed writing.
21. This Agreement will be executed in duplicate originals.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT AS OF THE DATE AND YEAR FIRST ABOVE WRITTEN.

Joel S. Bennett

Joel S. Bennett (SEAL)

Sworn to and subscribed
before me this the 21 day
of February, 2003.



Susan S. Hassman
Notary Public

My Commission Expires:

10-10-2006

SEAL: