

01-21-2004



Form PTO-1595

(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

102650530

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

1. Name of conveying party(ies):

Arthur Schifrin

1-16-04

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
- ☐ Security Agreement ☐ Change of Name
- ☒ Other Settlement Agreement

Execution Date: November 24, 2003

2. Name and address of receiving party(ies)

Name: Chroma Graphics, Inc.Internal Address: 1011 Ross DriveStreet Address: 1011 Ross DriveCity: Maryville State: Tenn Zip: 37801Additional 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)

D471,508Additional numbers attached? ☐ Yes ☒ No

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

Name: Harold L. JacksonInternal Address: 14751 Plaza Dr., Ste. NStreet Address: 14751 Plaza Dr., Ste. NCity: Tustin State: Ca Zip: 927806. Total number of applications and patents involved: 17. Total fee (37 CFR 3.41).....\$ 40.00☒ Enclosed☐ Authorized to be charged to deposit account

8. Deposit account number:

(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.*Harold L. Jackson

Name of Person Signing

Signature

1/13/04

Date

Total number of pages including cover sheet, attachments, and documents: 6

01/20/2004 ECDOPER 00000131 D471508

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Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231PATENT
REEL: 014885 FRAME: 0266

SETTLEMENT AGREEMENT

This Settlement Agreement is made and entered into by and between plaintiff, Arthur Schiffrin, an individual doing business at 2602 N.E. 155 Street, North Miami Beach, Florida ("Schiffrin") on the one hand and defendant, Chroma Graphics, Inc., a Tennessee corporation having a place of business at 1011 Ross Drive, Maryville, Tennessee 37801 ("Chroma") on the other hand.

RECITALS

WHEREAS, Schiffrin is the owner of all right, title and interest in United States Design Patent No. US D471,508 ("508 patent") which issued on March 11, 2003.

WHEREAS, on May 29, 2003 Schiffrin filed a complaint in the U.S. District Court of Florida, Miami Division, captioned Schiffrin v. Chroma 03-CIV-21482 Golds/Simonton ("Civil Action") accusing Chroma of (a) infringing the '508 patent, (b) inducing infringement of the '508 patent and (c) unfair competition based solely on the patent infringement allegation. Chroma has denied infringement and counterclaimed against Schiffrin claiming that the '508 patent is invalid.

WHEREAS, Chroma and Schiffrin desire to settle the Civil Action without the risk and expense of further litigation and without any admission of liability. Chroma and Schiffrin further desire to avoid disputes between themselves, with Schiffrin covenanting not to sue Chroma in connection with the '508 patent.

NOW THEREFORE, in consideration of the premises and covenants herein undertaken, the parties hereto agree as follows:

1. Schiffrin, on behalf of himself and his past, current and future representatives, attorneys, insurers, successors, assigns, heirs, and their agents (collectively, for purposes of this Section, the "Releasing Parties"), hereby irrevocably and unconditionally waives, releases, and discharges Chroma and its past and current representatives, attorneys, insurers, directors, officers, shareholders,

members, downstream customers, distributors, end users, employees, and agents from any and all claims, liabilities, demands, damages, debts, grievances, causes of action or suits, at law or in equity, existing or contingent, known or unknown, and whether arising by statute, common law or otherwise, of whatsoever kind or nature (including, without limitation, claims for breach of any implied warranties or for other compensatory and/or punitive damages) that the Releasing Parties have or might have arising from, related to, or in any way connected with (directly or indirectly) the Civil Action that existed or occurred prior to the date hereof.

2. Chroma on behalf of itself and it's past, current and future representatives, attorneys, insurers, successors, assigns, affiliates, subsidiaries, parent companies, divisions, directors, officers, shareholders, members, employees, and agents (collectively, for purposes of this Section, the "Releasing Parties"), hereby irrevocably and unconditionally waive, release, and discharge Schiffrin and his past and current representatives, attorneys, insurers, successors, assigns, and their affiliates, subsidiaries, parent companies, divisions, directors, officers, shareholders, members, employees, and agents any and all claims, liabilities, demands, damages, debts, grievances, causes of action or suits, at law or in equity, existing or contingent, known or unknown, and whether arising by statute, common law or otherwise, of whatsoever kind or nature (including, without limitation, claims for breach of any implied warranties or for other compensatory and/or punitive damages) that the Releasing Parties have or might have arising from, related to, or in any way connected with (directly or indirectly) the Civil Action that existed or occurred prior to the date hereof.

3. Within five (5) days of the execution of this agreement, Schiffrin shall dismiss with prejudice all causes of action, counts, claims for relief and allegations asserted against Chroma in the Action, by filing a Stipulation of Dismissal With Prejudice, in the form attached hereto as Exhibit

A.

4. Schiffrin hereby covenants not to sue Chroma, it's successors and assigns, in connection with the making, using, importing, having imported, marketing, selling, having sold, offering to sell, distributing, having distributed or otherwise disposing of magnetic ornaments or decals covered by the '508 patent.

5. Schiffrin hereby covenants not to sue Chroma's downstream customers, end users, partners, distributors, OEMS, purchasers, licensees, suppliers, manufacturers, sellers or resellers in connection with their marketing, selling, having sold, offering to sell, distributing, having distributed, or otherwise disposing of magnetic ornaments or decals from Chroma and covered by the '508 patent.

6. Schiffrin hereby agrees to notify any person or other entity to whom he personally issues a license under the '508 patent or to whom he personally assigns the '508 patent of the covenant not to sue described in paragraphs 4 and 5 and to inform said licensees or assignees that they take the '508 patent subject to the covenants not to sue.

7. Within 14 days after the execution of this agreement Chroma may record with the U.S. Patent and Trademark Office a copy of this Agreement pursuant to MPEP § 313.

8. Schiffrin makes the following warranties and representations:

- a. he owns the entire right, title and interest in and to the '508 patent, and the invention disclosed and claimed therein;
- b. he is the sole owner of, and has the right to grant the covenants not to sue with respect to, the '508 patent;
- c. he has the right to enter into this Agreement with Chroma;

d. there are no liens, conveyances, mortgages, assignments, encumbrances or other agreements or obligations which would prevent or impair the full and complete privileges granted by Schiffrin pursuant to the full terms and conditions of this Agreement;

e. he has not entered into and shall not enter into any other agreements which would interfere with the rights, privileges and immunities granted herein by Schiffrin during the full term of this Agreement.

9. Chroma represents its sales of the Auto Art Magnetic bullet hole ornaments (magnetic bar code number 4592909012), accused of infringing the '508 patent, for the time period from March 12, 2003 through September 24, 2003 is as set forth in Chroma's Response to Interrogatory No. 2 of Schiffrin's First Set of Interrogatories.

10. Chroma agrees, during the term of the '508 patent, not to make, have made, import, offer to sell, distribute or otherwise dispose of magnetic bullet hole ornaments or decals which are of the exact same size, shape and artwork as the magnetic bullet hole ornament currently sold by TAS Technology, Inc., under catalog number 00028, a photograph of which is attached hereto as Ex. B.

11. Nothing herein shall be construed as an admission by Chroma or it's distributors, dealers, agents or customers that (a) there has been any infringement or inducement of infringement of the '508 patent or acts of unfair competition or (b) that the '508 patent is valid or enforceable.

12. This Agreement shall inure to the benefit of and be binding upon Schiffrin and Chroma as well as their heirs, successors and assigns.

13. The Parties agree that each party will bear its own costs, expenses and attorneys fees incurred in connection with the Civil Action and this Agreement.

14. If any provision of this Agreement is for any reason held to be invalid, illegal, or

unenforceable under applicable law in any respect, the remaining provisions of the Agreement will remain in full force and effect, and this Agreement will be interpreted as if said invalid provision were omitted.

15. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. All executed copies of duplicate originals shall be equally admissible in evidence.

16. This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter hereof and merges all prior discussions and communications between them with respect to the contents of this Agreement. This Agreement shall not be extended, supplemented or modified in any manner except by a written instrument executed by duly authorized representatives of the parties.

IN WITNESS THEREOF, each of the parties has caused this Agreement to be executed by its duly authorized personnel as of the date and year written below:

Arthur Schiffrin

By: 

Date: 11/24/03

Chroma Graphics, Inc.

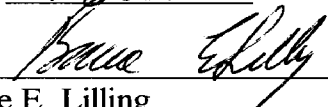
By: 

Title: Matt Bagne, President

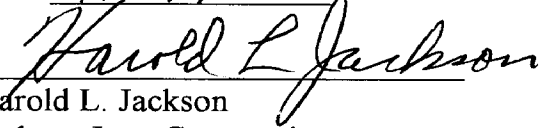
Date: 11-14-03

Approved by counsel for the parties:

Date: November 20, 2003


Bruce E. Lilling
Lilling & Lilling P.C.
Attorney for Plaintiff

Date: 11-17-03


Harold L. Jackson
Jackson Law Corporation
Attorney for Defendant