

RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)
Epac, Inc.

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

2. Name and address of receiving party(ies)
Name: Steven R. Glidewell
Internal Address: _____

3. Nature of conveyance/Execution Date(s):
Execution Date(s) May 21, 2001
 Assignment Merger
 Security Agreement Change of Name
 Joint Research Agreement
 Government Interest Assignment
 Executive Order 9424, Confirmatory License
 Other Settlement and Release Agreement

Street Address: 60 B Skyline Dr.

City: Uncasville
State: CT
Country: USA Zip: 06382
Additional name(s) & address(es) attached? Yes No

4. Application or patent number(s): This document is being filed together with a new application.
A. Patent Application No.(s)
B. Patent No.(s)
6,152,651

Additional numbers attached? Yes No

5. Name and address to whom correspondence concerning document should be mailed:
Name Brian E. Ainsworth, Price, Heneveld, Cooper, DeWitt & Litton, LLP
Internal Address: _____
Street Address: PO Box 2567
City: Grand Rapids
State: MI Zip: 49501
Phone Number: 616 949-9610
Fax Number: 616 957-8196
Email Address: _____

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 1.21(h) & 3.41) \$40.00
 Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed
 None required (government interest not affecting title)

8. Payment Information
a. Credit Card Last 4 Numbers _____
Expiration Date _____
b. Deposit Account Number 16 2463
Authorized User Name _____

9. Signature: Brian E. Ainsworth
Signature
Name of Person Signing

Date 7-11-05
Total number of pages including cover sheet, attachments, and documents: 9

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6996, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

CH \$40.00 162463 6152651

SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement (the "Agreement") is entered into this 21 day of May, 2001, among EPAC, INC., a Texas Corporation, ("EPAC") STEVEN R. GLIDEWELL ("Glidewell") and LEO T. EFFENBERGER ("Effenberger").

RECITALS:

1. On November 25, 1998, Glidewell and his then spouse, Kimberly M. Glidewell ("Kimberley"), were issued ten thousand (10,000) shares of stock in EPAC, evidenced by share certificate number twelve (the "Stock"), in exchange for certain furniture, equipment and electrical components. Glidewell cooperated with EPAC to enable EPAC to obtain U.S. Patent No. 6,152,651, issued November 28, 2000, for that certain underground sprinkler elevating apparatus or device called "Levelift". EPAC and Effenberger advanced certain sums of cash to Glidewell for personal living and other expenses during the patent development and application process.
2. Pursuant to the findings and recommendations in that certain Final Divorce of Divorce entered by the 65th District Court of El Paso County, Texas, dated November 10, 1999 (the "Divorce Decree") Glidewell was awarded all of Kimberly M. Glidewell's interest in all shares of EPAC owned by Glidewell and Kimberly, making Glidewell the sole owner of all of the Stock;
3. Pursuant to the Divorce Decree, Glidewell was also awarded any and all of Kimberly's interest in the apparatus or device known as "Levelift", together with any patents issued on such apparatus or device;
4. Pursuant to the Divorce Decree, Glidewell was ordered to pay any and all debt of Glidewell and Kimberly to Effenberger, some of which was advanced by EPAC, and which debt presently stands in the amount of approximately \$36,489.96, as itemized on Exhibit "A" attached hereto and made a part hereof for all purposes (the "Debt");
5. Despite all efforts of EPAC, Effenberger and Glidewell to exploit the Levelift patent, at considerable expenditure of both time and effort by all, the parties to this Agreement have been unable to market the apparatus or device in the manner originally contemplated;
6. EPAC, Effenberger and Glidewell therefore desire to terminate their relationships, and to fully, completely, and permanently resolve all claims, demands, and disputes between them relating to all business transacted by and among Glidewell, Effenberger and EPAC with respect to the Stock, the development of Levelift and the Debt; and
7. The purpose of this Agreement is to confirm in writing all of the terms and conditions upon which the parties will resolve all such issues.

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements contained herein, EPAC, Effenberger and Glidewell agree as follows:

1. **Release and Forgiveness of Debt.** EPAC and Effenberger hereby release, forgive and forever discharge Glidewell from the Debt. The parties agree that the amount of the Debt owed by Glidewell to Effenberger and to EPAC as of the date of this Agreement is Thirty Six Thousand Four Hundred Eighty-Nine and 96/100ths dollars (\$36,489.96), as set forth on Exhibit "A" attached hereto.

2. **Assignment of Patent and Patent Rights.** EPAC and Effenberger hereby assign, transfer and convey to Glidewell, all of their right, title and interest in and to that certain U.S. Patent No. 6,152,651, issued November 28, 2000, pertaining to an underground sprinkler elevating apparatus or device called "Levelift". This assignment, transfer and conveyance includes all future rights to ownership of the said Patent, and to develop it, exploit it, and otherwise benefit from the rights protected by the said Patent. Effenberger and EPAC hereby agree to execute and deliver any further documentation, and to take any additional steps required by law, to implement this assignment.

3. **Return of EPAC Stock.** Glidewell hereby assigns, transfers and conveys to EPAC all right, title and interest in the Stock. Glidewell hereby agrees to execute and deliver any further documentation (including, without limitation, original EPAC stock certificate number twelve, if available, or if not, an Assignment Separate From Certificate, in the form attached hereto as Exhibit "B" and made a part hereof for all purposes), and to take any additional steps required by law, to implement this assignment.

4. **Existing Levelift Inventories.** EPAC and Effenberger are presently in possession of certain inventories of components for Levelift devices, together with certain partially or totally assembled Levelift devices. The parties to this Agreement hereby commit to divide these inventory items in the future in a manner to be agreed between themselves, and reduced to writing, signed by each of them, and then attached as Exhibit "C" to this Agreement.

5. **Mutual Releases.** In consideration for the agreements set forth herein, the parties hereto, for themselves, their respective heirs, personal representatives, successors and assigns, officers, directors, agents, servants, attorneys, insurers and employees, their respective predecessors in interest, and any person claiming by, through, or under any of them, hereby mutually and unconditionally release, acquit and forever discharge each other **FROM ANY AND ALL LIABILITIES, CLAIMS FOR DAMAGE, CAUSES OF ACTION, LOSSES, COSTS OR EXPENSES OF WHATEVER KIND OR CHARACTER, WHETHER IN TORT OR IN CONTRACT, STATUTORY, AT COMMON LAW OR OTHERWISE, AND WHETHER KNOWN OR UNKNOWN, LIQUIDATED OR UNLIQUIDATED, FIXED OR CONTINGENT, INCLUDING BUT NOT LIMITED TO THE ACTIONS, INACTIONS, BREACHES OF FIDUCIARY DUTY, NEGLIGENCE, GROSS NEGLIGENCE AND MALFEASANCE, IF ANY**, that each party may have or may have had, including all matters that

were or have been, or could have in any way been alleged in any suit, claim or assessment relating in any way to their business relationship, their ownership of Stock in or any other aspect of their relationship to EPAC, and the development of the Levelift apparatus or device and the U.S. patent pertaining thereto.

6. **Independent Counsel.** By executing this Agreement, the parties expressly covenant and warrant that they have personally read this Agreement, that they have been advised in writing that Scott, Hulse, Marshall, Feuille, Finger & Thurmond, P.C. represents only Effenberger and EPAC in this matter and that, if they desire to do so, they should each consult with an attorney of their own choosing prior to executing this Agreement, and that they have, in fact, had an opportunity to have legal counsel of their own choosing fully explain its contents and the ramifications of their execution of this Agreement, that they have had sufficient and reasonable time to consider this Agreement, and that they fully understand its contents. Further, the parties hereto each acknowledge that they have freely and voluntarily entered into this Agreement.

7. **Miscellaneous Provisions.**

a. **Consideration Contractual.** The consideration stated herein is contractual and not a mere recital.

b. **Recitals.** The recital clauses contained herein are made a part of this Agreement.

c. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective officers, directors, agents, attorneys, employees, legal and personal representatives, heirs, successors and assigns.

d. **Governing Law.** This Agreement shall be construed under and in accordance with the laws of the state of Texas, and all obligations of the parties created hereunder are performable in El Paso County, Texas.

e. **Partial Invalidity.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, all remaining provisions hereof shall continue in full force and effect the same as if such invalidity, illegality or unenforceable provision had never been contained herein.

f. **Entire Agreement.** This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements among the parties respecting the subject matter hereof. The terms of this Agreement are contractual and not mere recitals.

g. Amendment of Agreement. No amendments, modifications, alterations or extensions of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by all of the parties hereto.

h. Counterparts. This Agreement may be executed in multiple originals or in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument; any one counterpart original may be enforced against the party signing said counterpart.

i. No Admission of Liability. Neither this Agreement nor any language contained herein shall be construed as an admission of liability by any party to this Agreement.

j. Authority. Each of the parties acknowledges that he or she has carefully reviewed and fully understands the terms of this Agreement, and that in executing this Agreement each party is acting of his or her own free will and accord. Further, each party expressly represents that he or she is empowered and authorized to execute this Agreement in the capacities in which he or she does so.

IN WITNESS WHEREOF, the parties have herunto set their hand as of the day and year hereinabove stated.

EPAC, INC., a Texas corporation

By: *Leo T. Effenberger*
Name: *LEO T. EFFENBERGER*
Title: *President*

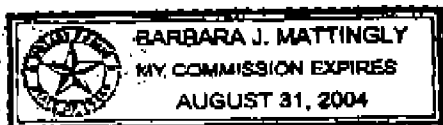
Leo T. Effenberger
LEO T. EFFENBERGER, Individually

Steven R. Guidewell
STEVEN R. GUIDEWELL

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this 21st day of May, 2001, by Leo T. Effenberger, P.E., President of EPAC, INC., a Texas corporation, on behalf of such corporation.

Notary's Official Seal:

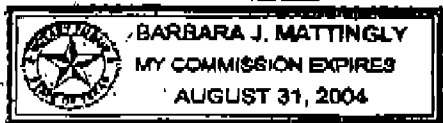


Barbara J. Mattingly
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this 21st day of May, 2001, by _____ LEO T. EFFENBERGER, Individually.

Notary's Official Seal:

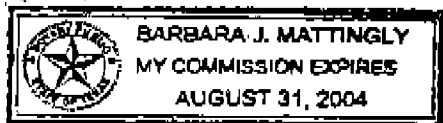


Barbara J. Mattingly
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this 21st day of May, 2001, by STEVEN R. GLIDEWELL

Notary's Official Seal:



Barbara J. Mattingly
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

To GLIDEWELL

Date: 5/8/01 Time: 9:14:20 AM

Page 7 of 10

Exhibit "A"

<u>Lender</u>	<u>Purpose</u>	<u>Date</u>	<u>Amount</u>
Leo Effenberger	Kim Glidewell	06/26/99	900.00
Leo Effenberger	Attorney Kristine Voorhies	09/10/99	2,500.00
Leo Effenberger	Rocky Mt. Mortgage	09/24/99	2,917.88
	1999 Advances:		\$5,817.88
EPAC, Inc.	Steve's Father's Funeral	03/12/99	6,000.00
EPAC, Inc.	House Mortgage	05/05/99	2,200.00
	1999 Advances:		\$8,200.00
Leo Effenberger	Funds for Mortgage	02/24/00	
	Rocky Mt. Mortgage	through 12/28/00	
	2000 Advances:		\$15,509.76
Leo Effenberger	Funds for Mortgage	as of	
	Rocky Mt. Mortgage	04/30/01	
	2001 Advances:		\$6,962.32
	<u>TOTAL:</u>		<u>\$36,489.96</u>

Exhibit "B"

ASSIGNMENT SEPARATE FROM CERTIFICATE

For Value Received, STEVEN R. GLIDEWELL and KIMBERLY M. GLIDEWELL do hereby sell, assign and transfer unto EPAC, INC., a Texas profit corporation, Ten Thousand (10,000) Shares of the Common Stock of EPAC, INC., standing in the names of Steven R. Glidewell and Kimberly M. Glidewell on the books of said corporation, represented by Certificate No. 12, and do hereby irrevocably constitute and appoint LEO T. EFFENBERGER agent and attorney in fact for the said corporation to transfer the said stock on the books of the said corporation, with full power of substitution in the premises.

Dated: on this 21 day of May, 2001.


Steven R. Glidewell

Kimberly M. Glidewell

IN PRESENCE OF

Witness

Exhibit "C"

**Reserved for Documentation of Future Agreement re
Division of Inventory and Partially Assembled LeveLift Devices**

VIA FACSIMILE: 703-306-5995

Atty. Docket No. LEV06 P300

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Patent No. : 6,152,651
Issued : November 28, 2000

Commissioner for Patents
P.O. Box 1450
Alexandria, Virginia 22313-1450

Dear Sir:

CERTIFICATION OF FACSIMILE TRANSMISSION

I hereby certify that the following papers are being facsimile transmitted to the Patent and Trademark Office on the date shown below:

Assignment Recordation Form (1 page in duplicate)

Settlement and Release Agreement (8 pages)

YOU SHOULD RECEIVE A TOTAL OF 10 PAGES (including this page).

July 11, 2005

Date

Kimberley J. Cousineau

Kimberley J. Cousineau
Price, Heneveld, Cooper,
DeWitt & Litton, LLP
695 Kenmoor, SE
Post Office Box 2567
Grand Rapids, Michigan 49501
(616) 949-9610

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Internal Address: _____

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- Other Settlement and Release Agreement

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City: Uncasville

State: CT

Country: USA Zip: 06382

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Internal Address: _____

Street Address: PO Box 2567

City: Grand Rapids

State: MI Zip: 49501

Phone Number: 616 949-9610

Fax Number: 616 957-8196

Email Address: _____

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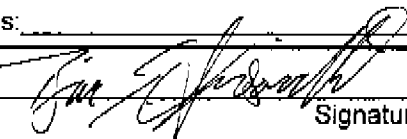
8. Payment Information

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 16 2463

Authorized User Name _____

9. Signature:



Signature

7-11-05

Date

Brian E. Ainsworth
Name of Person Signing

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

9

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