

05-16-2005

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

RECC

103003238

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)/Execution Date(s):

NexPress Digital, LLC

Execution Date(s) May 19, 2004

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

3. Nature of conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other _____

2. Name and address of receiving party(ies)

Name: Allen J. Rushing

Internal Address: _____

Street Address: 429 Tara Lane

City: Webster

State: New York

Country: USA Zip: 14580

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)

6,229,972

6,331,832

6,567,171

Additional numbers attached? ☐ Yes ☒ No

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

Name: Allen J. Rushing

Internal Address: _____

Street Address: 429 Tara Lane

City: Webster

State: NY Zip: 14580

Phone Number: 585 671-8045

Fax Number: _____

Email Address: arushing@loglight.com

6. Total number of applications and patents involved:

3

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 120

- ☐ 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 _____

Authorized User Name _____

9. Signature: Allen J. Rushing

Signature

May 10, 2005

Date

Allen J. Rushing

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 9

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

05/13/2005 ECOOPER 00000052 6229972

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(120.00 OP)

PATENT
REEL: 016547 FRAME: 0308

SETTLEMENT AGREEMENT

This Settlement Agreement is made and entered into this day of May 19, 2004 ("Effective Date") by and between Allen Rushing ("Rushing"), an individual residing at 429 Tara Lane, Webster, NY 14580, and NexPress Digital, LLC, as limited successor-in-interest to Heidelberg Digital L.L.C. ("HDi"), a limited liability company having a principal place of business at 2600 Manitou Road, Gates, New York 14624.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties, RUSHING and HDi, hereto agree as follows:

1. DEFINITIONS

- 1.1 "Rushing's Patent Rights" means U.S. Patent No. 6,229,972, U.S. Patent No. 6,331,832, and U.S. Patent No. 6,567,171.
- 1.2 "HDi's Patent Rights" means U.S. Patent No. 6,385,411 and U.S. Patent No. 6,427,057.
- 1.3 "Licensed Products" means any and all products which, in the absence of this Agreement, infringe one or more claims under Rushing's Patent Rights or HDi's Patent Rights that have not been held invalid or unenforceable by an unappealed or unappealable judgement of a court of competent jurisdiction.
- 1.4 "Licensed Processes" means any and all processes which, in the absence of this Agreement, infringe one or more claims under Rushing's Patent Rights or HDi's Patent Rights that have not been held invalid or unenforceable by an unappealed or unappealable judgment of a court of competent jurisdiction.
- 1.5 "Exclusive Licensed Fields Of Use" means all black-and-white (B&W) and color imaging applications, except for B&W segment 6 and High Speed Color Imaging applications, including but not limited to, all printers running at lower speeds than that set forth in "B&W Segment 6" and "High Speed Color Imaging", and all laboratory and bench top applications, and all non-imaging applications.
- 1.6 "B&W segment 6" means monocolour B&W electrophotographic copiers and printers having a printing rate over 90 pages per minute of 8.5"x 11" (or equivalent area) sheets.
- 1.7 "High Speed Color Imaging" means process color (having at least four subtractive colorants) imaging having a single-sided printing rate of greater than fifty pages per minute of A4 (or equivalent area) sheets.

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- 5.3 If HDi decides not to continue the maintenance payment for any patent(s) in Rushing's Patent Rights or in HDi's Patent Rights, HDi will provide Rushing with written notice of its intent no less than sixty days prior to each maintenance payment deadline, without an extension of time, giving Rushing the option to determine if Rushing will continue the maintenance of such patent(s). In the event that Rushing decides to assume the maintenance costs of such patent(s), HDi hereby assigns, its entire right, title and interest to any such patent(s) to Rushing.

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8. TERM, TERMINATION, AND MODIFICATION OF RIGHTS

- 8.4 If the Agreements are terminated, for a breach by HDi, HDi hereby assigns its entire right, title and interest in Rushing's Patent Rights to Rushing as of the termination date of the Agreements.

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RUSHING

By: Allen J. Rushing

Title: Sole Proprietor, Loglight Designs

Date: May 19, 2004

NexPress Digital, LLC

Andrew J. Mathews

By: Andrew J. Mathews
Chief Financial Officer

Date 05/19/2004