

## PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT3234717

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
KNOBBE, MARTENS, OLSON, & BEAR, LLP	09/06/2013
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	DAVID L. HUBER
<b>Street Address:</b>	30071 TOMAS
<b>Internal Address:</b>	SUITE 250
<b>City:</b>	RANCHO SANTA MARGARITA
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	92688
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	8606604
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
<b>Phone:</b>	602-382-6572
<b>Email:</b>	krigby@swlaw.com, ipdocket@swlaw.com
<b>Correspondent Name:</b>	ERIC NIELSEN, SNELL & WILMER L.L.P.
<b>Address Line 1:</b>	400 EAST VAN BUREN
<b>Address Line 2:</b>	ONE ARIZONA CENTER
<b>Address Line 4:</b>	PHOENIX, ARIZONA 85004-2202
<b>ATTORNEY DOCKET NUMBER:</b>	58656.00007
<b>NAME OF SUBMITTER:</b>	ERIC NIELSEN
<b>SIGNATURE:</b>	/Eric Nielsen/
<b>DATE SIGNED:</b>	02/20/2015
<b>Total Attachments: 10</b>	
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1                                    MUTUAL RELEASE AND AGREEMENT RE USE OF  
2                                    CONFESSION OF JUDGMENT STATEMENT

3            This Mutual Release and Agreement re Use of Confession of Judgment (this  
4            “Agreement”) is made this 4th day of September 2013, by and between: Knobbe, Martens,  
5            Olson & Bear, LLP (“Knobbe Martens”), and Finance Express, LLC (“Finance Express”),  
6            Dealer Vision, LLC (“Dealer Vision”), and David Huber (hereinafter, Knobbe Martens, Finance  
7            Express, Dealer Vision, and David Huber shall collectively be referred to as “the Parties”).

8                                    RECITALS

9            A.        WHEREAS, there is an OCBA Mandatory Fee Arbitration matter pending  
10            entitled Finance Express, LLC and Dealer Vision LLC v. Arthur S. Rose, etc., et al., under  
11            OCBA Case Number MA-012-5584 (the “Matter”) between the Parties.

12            B.        WHEREAS, attached as Exhibit A is Finance Express, LLC and Dealer Vision  
13            LLC’s Petition to Arbitrate a Fee Dispute, filed on or about March 21, 2012.

14            C.        WHEREAS, attached as Exhibit B is Knobbe Martens, Arthur S. Rose, Joseph R.  
15            Re and Jon W. Gurka’s Reply to Petition to Arbitrate a Fee Dispute, filed on or about May 25,  
16            2012.

17            D.        WHEREAS, the Matter concerns claims that Finance Express, Dealer Vision,  
18            David Huber, and Fred Morgan are indebted to Knobbe Martens for legal services provided and  
19            costs advanced by Knobbe Martens. Finance Express, Dealer Vision, and David Huber deny  
20            that they owe Knobbe Martens the amounts asserted by Knobbe Martens and claim that they are  
21            owed a refund for amounts paid to Knobbe Martens. Knobbe Martens denies the claims set  
22            forth in Finance Express and Dealer Vision’s Petition to Arbitrate a Fee Dispute.

23            E.        WHEREAS, the Parties wish to settle the Matter.

24            F.        With the understanding and agreement that this settlement is a compromise of a  
25            disputed claim and the settlement of such claim does not constitute an admission or  
26            acknowledgment of liability or wrongdoing of any sort, the Parties have agreed to resolve their  
27            differences, subject to the terms and conditions set forth herein.  
28

1 G. NOW, THEREFORE, in consideration of the mutual terms, conditions, promises  
2 and covenants herein contained, Knobbe Martens, Finance Express, Dealer Vision, and David  
3 Huber agree to the mutual release as contained herein at Paragraph 10, and Knobbe Martens,  
4 Finance Express, and Dealer Vision agree to settle on the terms set forth as follows:

5 IT IS AGREED between Knobbe Martens and Finance Express and Dealer Vision that  
6 Finance Express shall execute and deliver the Confession of Judgment, attached hereto as  
7 Exhibit C, to Knobbe Martens, and Knobbe Martens accepts on the following terms and  
8 conditions:

9 1. Knobbe Martens shall receive, as full payment, the sum of \$267,000.00 pursuant  
10 to this Agreement Re Use of Confession of Judgment, payable as follows:

11 (a) \$75,000.00 upon full execution of this agreement;

12 (b) \$25,000.00 per month commencing September 10, 2013, and continuing  
13 on the 10th day of each month through March, 2014; and

14 (c) \$17,000.00 on or before April 10, 2014.

15 2. All payments are to be made and are to be payable to KNOBBE, MARTENS,  
16 OLSON & BEAR, LLP, 2040 Main Street, 14th Floor, Irvine, CA 92614. Payments must be  
17 received by Knobbe Martens on or before the date due.

18 3. If any one of Finance Express's payments, as set forth in Paragraph 1, is not  
19 received in the offices of KNOBBE, MARTENS, OLSON & BEAR, LLP on or before the date  
20 due, then Knobbe Martens shall give written notice of default, sent by email to both:

21 (a) Finance Express, attention David Huber at dhuber@fexdms.com; and

22 (b) Finance Express's attorneys of record, Robert K. Sall, Esq., The Sall Law  
23 Firm, APC, at rsall@sall-lawoffice.com.

24 Such notice shall be deemed served on the day notice is transmitted via e-mail. Finance Express  
25 shall have five (5) calendar days after the notice of default has been served to cure the default  
26 and to deliver the payment to Knobbe Martens by cash, cashier's check, or wire transfer. If  
27 Finance Express fails to cure the default by making the payment within the five-day cure period,  
28 then Knobbe Martens may file the attached Confession of Judgment without further notice and

1 without hearing. If filed, interest on the unpaid balance shall accrue at 10% simple interest per  
2 annum from September 10, 2013, as set forth in the attached Confession of Judgment. Interest  
3 shall accrue only with respect to the payments that have not been made, notwithstanding any  
4 contrary language in the Confession of Judgment. Any notice of change in e-mail address shall  
5 be sent via e-mail to Knobbe Martens and Knobbe Martens' counsel and shall be effective three  
6 (3) days after receipt. In the case of default, as a result of any of Finance Express's individual  
7 payments failing to clear the bank on which such funds were drawn, no notice of default is  
8 required from Knobbe Martens before filing the Confession of Judgment.

9 4. So long as Finance Express makes the payments indicated above in a timely  
10 manner, Knobbe Martens will not file the attached Confession of Judgment, and no interest shall  
11 have accrued. Upon receipt and clearing of the final payment and upon request of Finance  
12 Express or its counsel, Knobbe Martens will return the executed Confession of Judgment  
13 Statement to counsel for Finance Express.

14 5. In the event that Finance Express fails to make any payment on or before  
15 expiration of any cure date, or in the event that any such payment fails to clear the bank on  
16 which such funds were drawn, Knobbe Martens will have the right immediately to file the  
17 attached Confession of Judgment and the Attorney's Statement in Support of Confession of  
18 Judgment, without notice and without hearing, and to obtain the entry of Judgment thereon.  
19 After entry of Judgment, Knobbe Martens shall give credit to Finance Express by Partial  
20 Satisfaction of Judgment, for any compromise payments previously made pursuant to this  
21 Agreement, which shall not accrue interest to the extent of such compromise payments. Knobbe  
22 Martens may thereafter seek judgment enforcement or execute on any balances still owing on  
23 the full Confession of Judgment amount after credit by partial satisfaction for payments actually  
24 made.

25 6. The Confession of Judgment provides for an amount that includes interest. This  
26 amount is greater than the amount to be paid in the voluntary payment plan referenced in this  
27 Agreement. Except for the credits provided in Paragraph 5 above, the right, remedy, and  
28 opportunity to enforce the full amount of the outstanding balance of the amount stipulated to in

1 the attached Confession of Judgment in the event of Finance Express's breach is intended to  
2 induce Finance Express to make the settlement payments on time, to eliminate risks and  
3 expenses of trial, arbitration, and litigation for both parties, to compromise and settle the  
4 pending dispute with the consideration that actual payment is made, to partially compensate  
5 Knobbe Martens for the full loss claimed by Knobbe Martens, and is conditioned on full  
6 compliance with the terms herein.

7         7. In the event of Finance Express's default, if Knobbe Martens seeks entry of  
8 Judgment and/or enforcement of the attached Confession of Judgment, for the full unreduced  
9 amount and gives credit for payments actually made by Partial Satisfaction of Judgment after  
10 entry of such Judgment, Finance Express agrees that such action shall not constitute an  
11 "improper" use of a confession of judgment to collect fees for legal services pursuant to  
12 *Hulland v. State Bar of California*, 8 Cal. 3d 440 (1972). The facts are distinguishable from  
13 those in *Hulland v. State Bar of California*, 8 Cal. 3d 440 (1972), because, among other reasons,  
14 the Confession of Judgment, attached hereto as Exhibit C, secures a debt justly due pursuant to  
15 the settlement of the disputed claims; (2) Finance Express has made a business decision to  
16 utilize and has requested that the parties utilize the Confession of Judgment procedure set forth  
17 in California Code of Civil Procedure §§ 1132-1134, rather than stipulate to a binding  
18 Arbitration Award or other procedure or method to secure the payment of the obligations set  
19 forth herein; and (3) Finance Express has received advice of independent counsel pertaining to  
20 the Confession of Judgment procedure set forth in California Code of Civil Procedure §§ 1132-  
21 1134 and, without waiving privilege generally, has been advised by counsel that the Confession  
22 of Judgment Statement and the proposed judgment are appropriate, correct, proper, and legally  
23 justified under the facts and circumstances of this dispute. Finance Express agrees that the use of  
24 the Confession of Judgment pursuant to the terms herein shall not constitute an oppressive and  
25 overreaching attempt to collect fees. Rather, Finance Express hereby specifically waives and  
26 relinquishes any and all rights it may have under *Hulland v. State Bar of California*, 8 Cal. 3d  
27 440 (1972), or any other similar authority, to contest the validity and use of the Confession of  
28 Judgment in the event of a breach of this Agreement. Finance Express is informed, and aware,

1 of the case law and, with advice of counsel to the extent that it deems necessary, waives any  
2 rights or remedies to challenge the Confession of Judgment, and any entry thereof, on the basis  
3 that the use of a confession of judgment by an attorney(s) to collect fees for legal services is  
4 improper or violative of applicable law.

5 8. In the event of Finance Express's default, if Knobbe Martens seeks entry of  
6 Judgment and/or enforcement of the attached Confession of Judgment, for the full unreduced  
7 amount and gives credit for payments actually made by Partial Satisfaction of Judgment after  
8 entry of such Judgment, then such action shall not be construed as a "penalty" under California  
9 Civil Code § 1671 or pursuant to *Greentree Financial Group, Inc. v. Execute Sports, Inc.*, 163  
10 Cal. App. 4th 495 (2008). Rather, Finance Express specifically waives and relinquishes any and  
11 all rights it may have under California Civil Code § 1671 to contest the validity of the  
12 enforcement of the full unreduced amount of the original outstanding amount of the claim in  
13 Confession of Judgment in the event of a breach of this agreement. Finance Express is  
14 informed, and aware, of the above statutory and case law and, with advice of counsel to the  
15 extent that it deems necessary, waives any rights or remedies under Civil Code § 1671 or the  
16 above case to challenge this compromise settlement.

17 9. Finance Express hereby represents and warrants to Knobbe Martens that it has  
18 full power and legal authority to enter into this Agreement and the Confession of Judgment, and  
19 that Manheim Automotive Financial Service, Inc. has consented to the terms hereof and thereof  
20 to the extent that such consent is required. Finance Express expressly acknowledges that  
21 Knobbe Martens is relying on the truth and accuracy of such representation as a material  
22 inducement to enter into this Agreement.

23 10. The Parties intend this Agreement to be admissible, binding, effective, and  
24 enforceable and subject to disclosure within the meaning of those terms in California Evidence  
25 Code §§ 1119 and 1123(a), (b) and (c).

26 11. As used in this release "Knobbe Martens" shall refer to Knobbe Martens and  
27 each and all of its past, present and future partners (including, without limitation, Arthur S.  
28 Rose, Joseph R. Re and Jon W. Gurka), successors and assignees, agents, representatives,

1 employees, attorneys, and any affiliated agents and corporations. As used in this release,  
2 "Finance Express" shall refer to Finance Express, Dealer Vision, Fred Morgan, and David  
3 Huber, and each and all of their past, present, and future owners, successors and assignees,  
4 agents, representatives, employees, officers, directors, shareholders and subsidiaries, managers,  
5 parents, attorneys, and any affiliated agents and corporations. Except for the payment  
6 obligations created herein and the consequences of default created herein and the obligations,  
7 rights, and remedies provided herein, Knobbe Martens, on the one hand, and Finance Express,  
8 on the other hand, hereby release, acquit, and forever discharge one another and each and all of  
9 their respective past, present, and future owners, partners, successors and assignees, agents,  
10 representatives, employees, officers, directors, shareholders and subsidiaries, managers, parents,  
11 attorneys, and any affiliated agents and corporations, including, without limitation, Fred  
12 Morgan, Arthur S. Rose, Joseph R. Re and Jon W. Gurka (hereinafter collectively called  
13 "Releasees"), from any and all claims, demands, actions, causes of action, damages, costs, or  
14 other claims whatsoever in law or in equity, fixed or contingent, known or unknown, that either  
15 party or its predecessor or successor entities may have or claim to have, or at any time  
16 heretofore has had, against the Releasees, or any of them, pertaining to, relating to, connected  
17 with, or in any way arising out of the subject matter of the fee dispute and legal representation  
18 provided by Knobbe, Martens and any of its attorneys and staff.

19 12. The release set forth hereinabove constitutes a waiver and release of any and all  
20 rights or benefits either party has or may have pertaining to the subject matter of this agreement,  
21 except for the payment obligations created herein. Each party acknowledges it is familiar with  
22 the provisions of California Civil Code § 1542, which provides that:

23 A general release does not extend to claims which the creditor  
24 does not know or suspect to exist in his or her favor at the time of  
25 executing the release, which if known by him or her must have  
26 materially affected his or her settlement with the debtor.

27 Each party hereby waives the effect of Civil Code § 1542.

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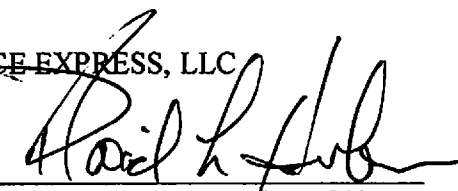


1           13.     In the event that additional documents are necessary to carry out the purpose and  
2 intent of this Agreement, the Parties shall execute the same to the extent necessary to carry out  
3 the purpose and intent of this Agreement.

4           14.     This document may be executed in separate counterparts. In addition, execution  
5 of this document by any of the Parties may be evidenced by electronic transmission such as  
6 faxed, scanned, or emailed transmission of such party's signature, and such signature shall be  
7 deemed to constitute the original signature of such party to this document.

8  
9 Dated: September 4, 2013

FINANCE EXPRESS, LLC

10  
11 By:   
12 David Huber, Managing Member of Finance  
Express LLC

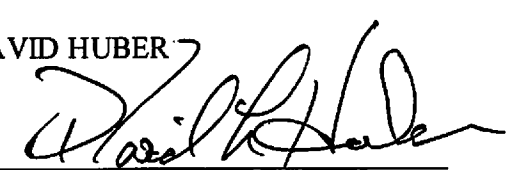
13  
14 Dated: September 4, 2013

DEALER VISION, LLC

15  
16 By:   
17 David Huber, Managing Member of Dealer Vision,  
LLC

18  
19 Dated: September 4, 2013

DAVID HUBER

20  
21   
22 David Huber, an Individual

23  
24 Dated: September \_\_, 2013

KNOBBE, MARTENS, OLSON & BEAR, LLP

25  
26 By: \_\_\_\_\_  
27 John W. Holcomb, Esq.  
28

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6 faxed, scanned, or emailed transmission of such party's signature, and such signature shall be  
7 deemed to constitute the original signature of such party to this document.

8  
9 Dated: September 4, 2013

FINANCE EXPRESS, LLC

10  
11 By: \_\_\_\_\_  
12 David Huber, Managing Member of Finance  
13 Express LLC

14 Dated: September 4, 2013

DEALER VISION, LLC

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16 By: \_\_\_\_\_  
17 David Huber, Managing Member of Dealer Vision,  
18 LLC

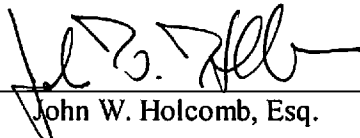
19 Dated: September 4, 2013

DAVID HUBER

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21 \_\_\_\_\_  
22 David Huber, an Individual

23  
24 Dated: September 6, 2013

KNOBBE, MARTENS, OLSON & BEAR, LLP

25  
26 By:  \_\_\_\_\_  
27 John W. Holcomb, Esq.  
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Approved as to Form & Content:

For Finance EXPRESS, LLC and  
DEALER VISION, LLC

Dated: September 4, 2013

THE SALL LAW FIRM, APC

By:   
Robert K. Sall  
Attorney for FINANCE EXPRESS, LLC and  
DEALER VISION, LLC

For KNOBBE, MARTENS, OLSON, & BEAR,  
LLP

Dated: September \_\_, 2013

GREENBAUM LAW GROUP, LLP

By: \_\_\_\_\_  
Martin B. Greenbaum  
Attorneys for KNOBBE, MARTENS, OLSON &  
BEAR LLP

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Approved as to Form & Content:

For Finance EXPRESS, LLC and  
DEALER VISION, LLC

Dated: September 4, 2013

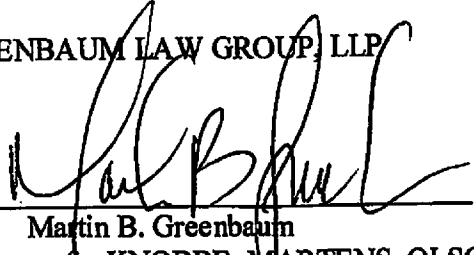
THE SALL LAW FIRM, APC

By: \_\_\_\_\_  
Robert K. Sall  
Attorney for FINANCE EXPRESS, LLC and  
DEALER VISION, LLC

For KNOBBE, MARTENS, OLSON, & BEAR,  
LLP

Dated: September 9, 2013

GREENBAUM LAW GROUP, LLP

By:   
Martin B. Greenbaum  
Attorneys for KNOBBE, MARTENS, OLSON &  
BEAR LLP

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