

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3834649

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
HAROLD RHODES SR.	10/22/2003
RECEIVING PARTY DATA	
Name:	JOSEPH A. BRANDSTETTER
Street Address:	38203 LONE TREE COURT
City:	PALMDALE
State/Country:	CALIFORNIA
Postal Code:	93550
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14815885
CORRESPONDENCE DATA	
Fax Number:	(949)760-9502
<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>	
Phone:	949-760-0404
Email:	efiling@knobbe.com
Correspondent Name:	KNOBBE MARTENS OLSON & BEAR LLP.
Address Line 1:	2040 MAIN STREET
Address Line 2:	14TH FLOOR
Address Line 4:	IRVINE, CALIFORNIA 92614
ATTORNEY DOCKET NUMBER:	JBRAN.015A
NAME OF SUBMITTER:	RABINDER N. NARULA
SIGNATURE:	/Rabinder N. Narula/
DATE SIGNED:	04/18/2016
Total Attachments: 8	
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SETTLEMENT AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, this agreement of compromise and settlement (the "Settlement Agreement") is entered into as of October 25, 2003, among:

Margit Mohr Rhodes ("Mohr Rhodes") Robyn Smith ("Smith"), Merrilyn Herrera ("Herrera"), Jorjann Mohr ("Mohr") and Karlyn Hale ("Hale") (collectively "Mohr Rhodes parties");

Joseph A. Brandstetter ("Brandstetter"), Rhodes Music Corporation ("RMC"), Piano & Music Mart Retail Corporation ("P&MMRC"), E-Z Way Productions, Inc. ("E-Z Way") and Jenabra, Inc. ("Jenabra") (collectively, "Brandstetter parties");

TIG Insurance Company ("TIG"), Golden Eagle Insurance ("Golden Eagle"), and One Beacon Insurance Company ("One Beacon") (collectively "Insurance Companies"); and

James A. Frieden ("Frieden").

A. RECITALS

1. The late Harold Rhodes, Sr. ("Rhodes, Sr.") was a well-known inventor, musician, and educator. Among his many contributions to the music industry were Rhodes, Sr.'s inventions of an electric piano with a distinctive timbre that was distributed under the trademark "Rhodes," and a method of teaching people to play the piano (the "Teaching Method"), which was commercially developed and marketed by Brandstetter under the trademark "Rhodes Piano Method."

2. As a result of his inventions and his lifetime of contributions to the music industry, Rhodes, Sr. developed valuable rights of publicity in his name and likeness, particularly as protected by California Civil Code §§ 3344 and 3344.1 (the "Rhodes Rights of Publicity").

3. Rhodes, Sr. and Mohr Rhodes sued Brandstetter, RMC and P&MMRC in the United States District Court for the Central District of California in Civil Case No. CV-99-10057 DMT (MCX) for, *inter alia*, infringing the Rhodes trademarks and misappropriating the Rhodes Rights of Publicity.

4. Mohr Rhodes sued Jenabra and E-Z Way in United States District Court for the Central District of California in Civil Case No. CV-01-8757 DMT (MCX) for, *inter alia*, infringing the Rhodes trademarks and misappropriating the Rhodes Rights of Publicity.

5. Harold Rhodes, Jr. ("Rhodes, Jr.") sued Mohr Rhodes in Superior Court of the State of California, County of Los Angeles in Case No. LC058850 for declaratory relief regarding legal and equitable ownership of the rights at issue in Case No. CV-99-10057 and Case No. CV-01-8757. Mohr Rhodes counterclaimed for declaratory relief regarding

of this Settlement Agreement, Mohr Rhodes shall have no rights or responsibilities whatsoever under the letter of intent;

j. Rights to the life story of Rhodes, Sr.;

k. Rights to acoustic tine piano technology;

l. Rights to file patents to on any inventions Rhodes, Sr. made during his lifetime, specifically including but not limited to inventions relating to acoustic tine piano technology; and

m. Rights to assume or assign ownership of any patents prosecuted in the name of Rhodes, Sr.

2. In order to facilitate the official recording of the rights assigned in Paragraph B.1, Mohr Rhodes shall execute concurrently with this Settlement Agreement the document entitled "Assignment of Rights," which is attached hereto as Exhibit A.

3. Although they do not claim to have, or to have ever had any interest in the rights assigned in Paragraph B.1, Smith, Herrera, Mohr and Hale hereby quitclaim to Brandstetter any such rights they have or may have had.

C. RESOLUTION OF LITIGATION

1. Mohr Rhodes, Rhodes, Jr., Brandstetter, RMC, and P&MMRC shall execute concurrently with this Settlement Agreement the document entitled "Stipulated Judgment of Dismissal With Prejudice," which is attached hereto as Exhibit B, and agree, subject to approval by the court, to have final judgment of dismissal with prejudice entered in Case No. CV-99-10057 as set forth in Exhibit B.

2. Mohr Rhodes, Jenabra, and E-Z Way shall execute concurrently with this Settlement Agreement the document entitled "Stipulated Judgment of Dismissal With Prejudice," which is attached hereto as Exhibit C, and agree, subject to approval by the court, to have final judgment of dismissal with prejudice entered in Case No. CV-01-8757 as set forth in Exhibit C.

3. Mohr Rhodes, Rhodes, Jr., and Brandstetter shall execute concurrently with this Settlement Agreement the document entitled "Dismissal With Prejudice," which is attached hereto as Exhibit E, and agree, subject to approval by the court, to have the dismissal with prejudice entered in Case No. LC056965 as set forth in Exhibit D.

4. As part of the Settlement Agreement between Mohr Rhodes and Rhodes, Jr., they agreed to execute concurrently the document entitled "Dismissal With Prejudice," which is attached hereto as Exhibit D, and, subject to approval by the court, to have dismissal with prejudice entered in Case No. LC058850 as set forth in Exhibit E.

5. The parties to this Settlement Agreement agree that after all of them sign this Settlement Agreement, attorneys representing the parties in Case Nos. CV-99-10057, CV-01-8757, LC058850 and LC056965 are authorized to sign the respective "Stipulated

Judgment of Dismissal With Prejudice” and “Dismissal With Prejudice” identified above in Paragraphs C.1 through C.4.

D. RELEASE OF LIENS

1. Frieden releases any and all liens in Case Nos. CV-99-10057 and LC056965, and releases and waives any and all known or unknown liens and claims against all other parties to the Settlement Agreement.

E. PAYMENT

1. In consideration for the transfer of rights and resolution of litigation set forth above in Sections B and C, the Brandstetter Parties will cause to be issued a certified check in the amount of [REDACTED] payable to Mohr Rhodes and the law firm of Kleinberg & Lerner, LLP.

2. In consideration for the release of liens set forth above in Section D, the Brandstetter Parties will cause to be issued a certified check in the amount of [REDACTED] payable to Frieden.

F. WARRANTIES

1. Mohr Rhodes expressly warrants that she has not transferred, assigned or otherwise encumbered any of the rights identified in Paragraph B.1 or Exhibit A.

2. Mohr Rhodes expressly warrants that neither she, nor her children or issue have any ownership interest in the rights listed in Paragraph B.1.

3. Smith, Herrera, Mohr and Hale expressly warrant that each of them and any of their spouses, children or issue have no rights in the rights listed in Paragraph B.1 In addition.

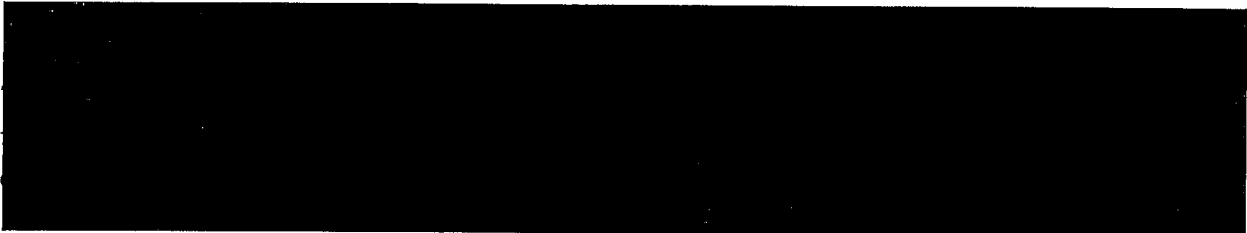
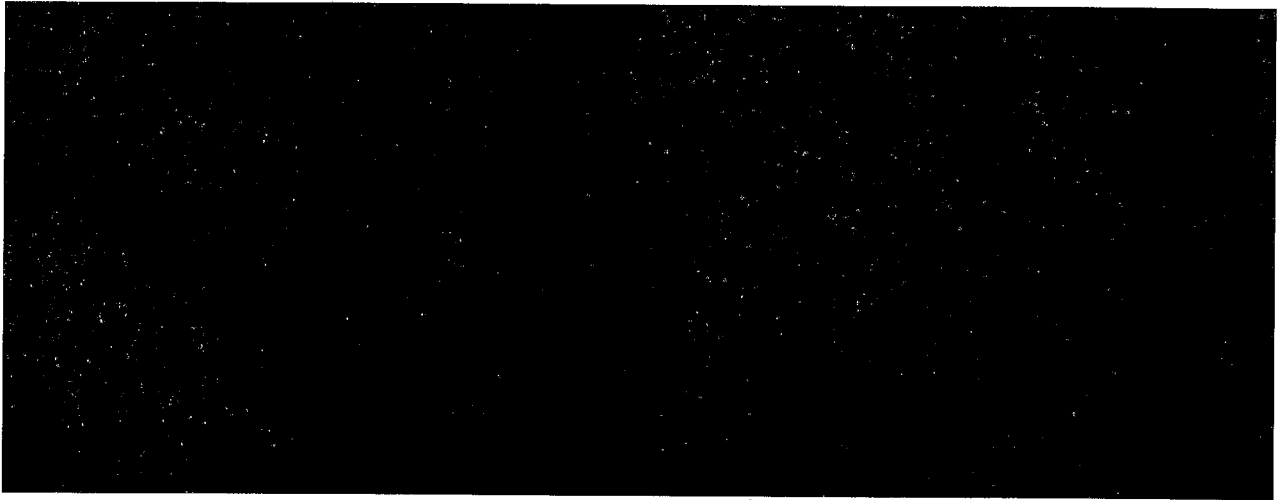
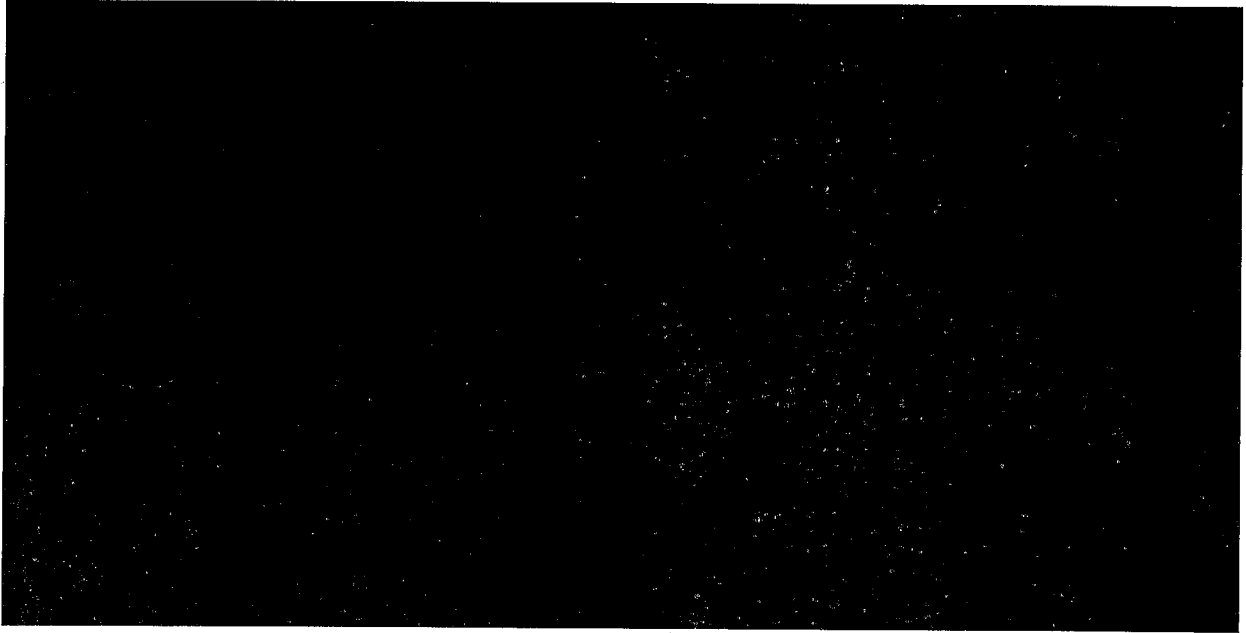
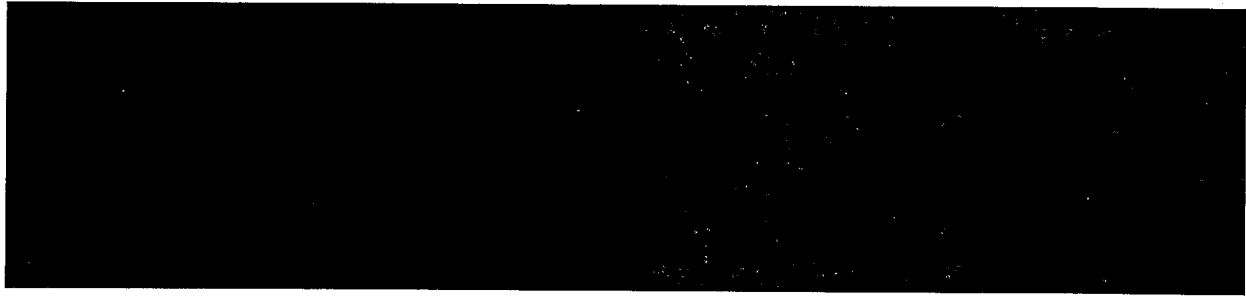
4. Mohr Rhodes covenants not to initiate, continue, willingly participate in, or assist others in participating in, any litigation or proceeding against Brandstetter, or any of his assignees or successors in interest, challenging the validity of any rights transferred under this Agreement.

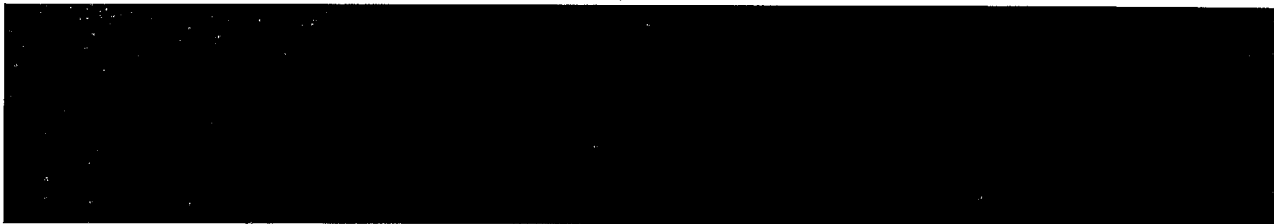
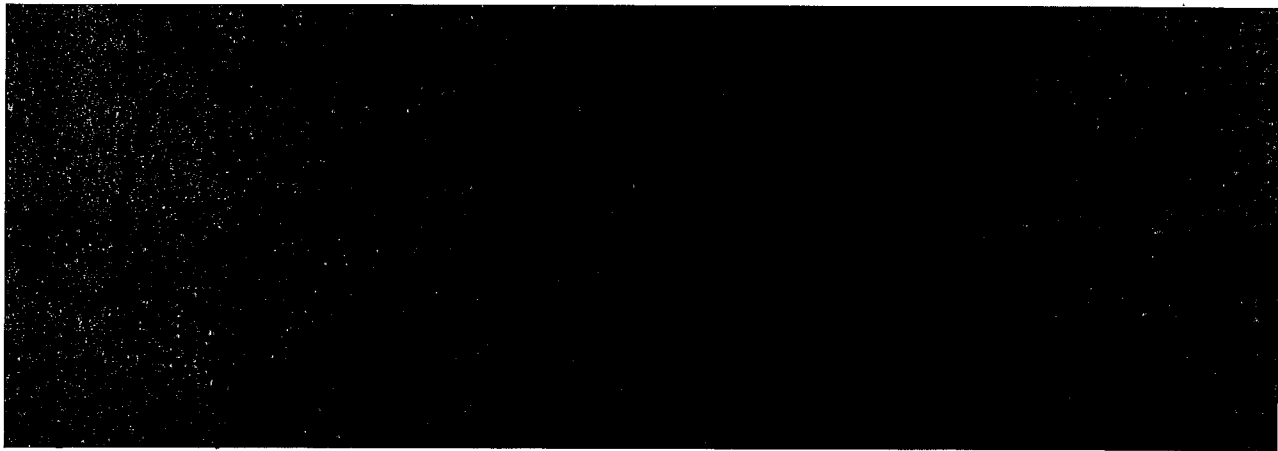
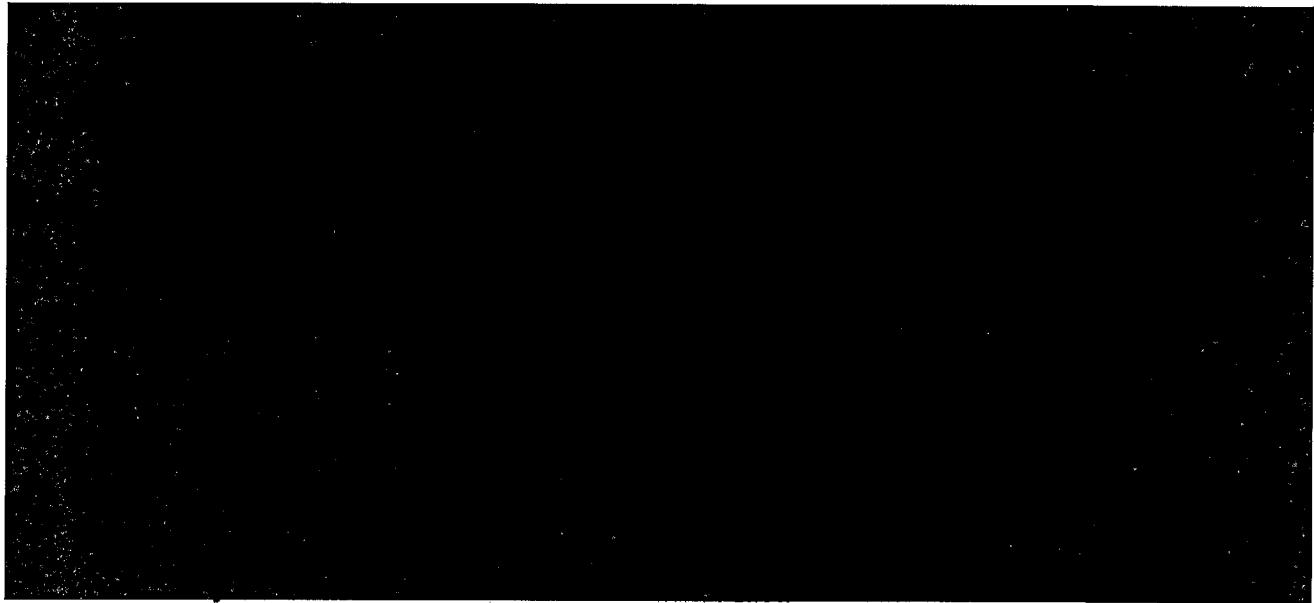
5. Mohr Rhodes disclaims any warranty to indemnify Brandstetter or his assigns for any claim filed by a third party on the rights set forth in Section B.

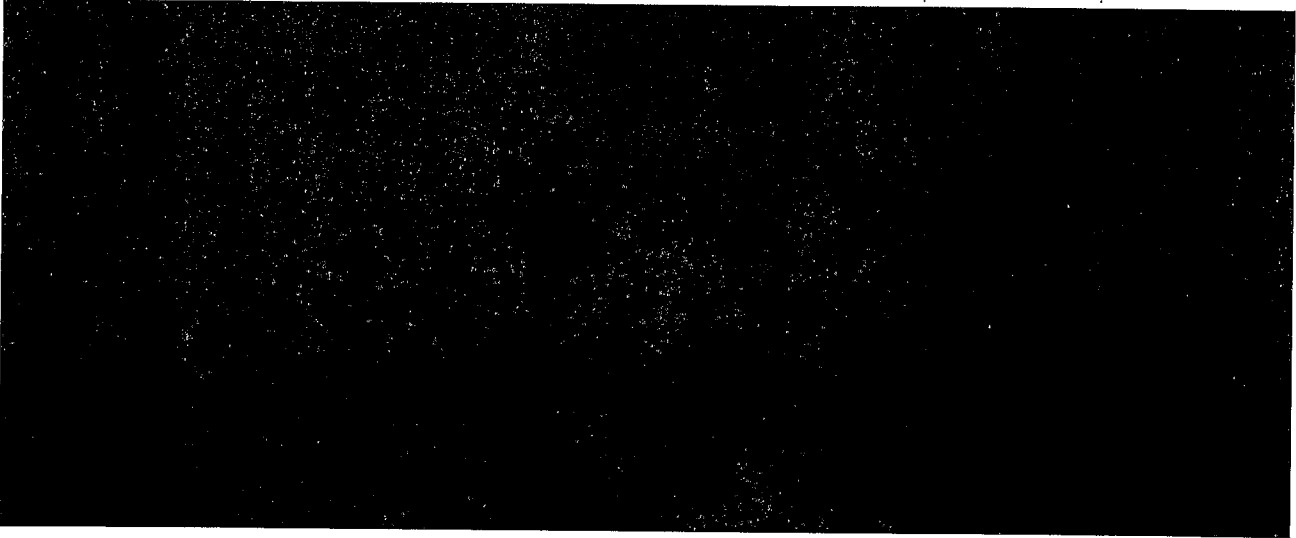
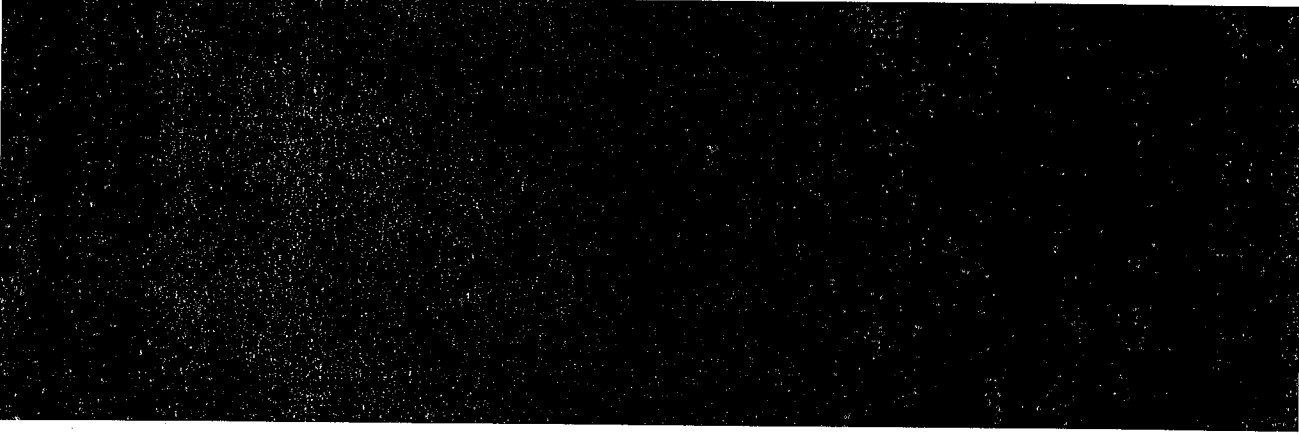
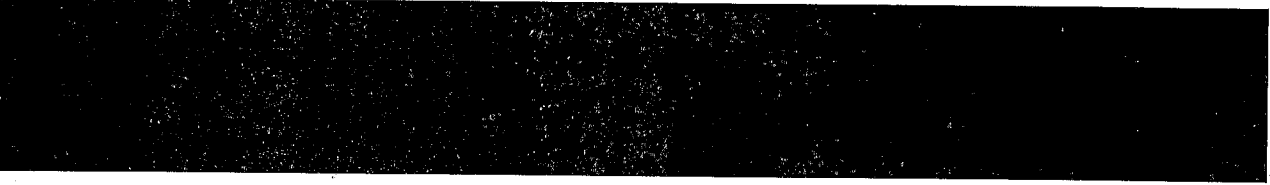
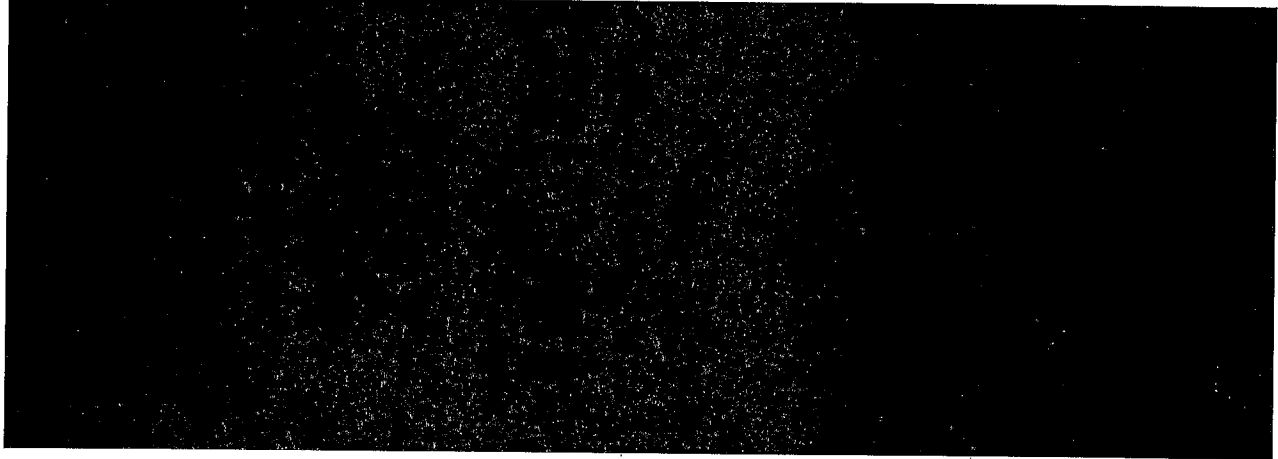
6. Without limiting the covenant of Paragraph F.4 or the effect of the doctrine of assignor estoppel, Mohr Rhodes disclaims any warranty that the registration of any trademark identified in B.1.a through B.1.c is valid or enforceable.

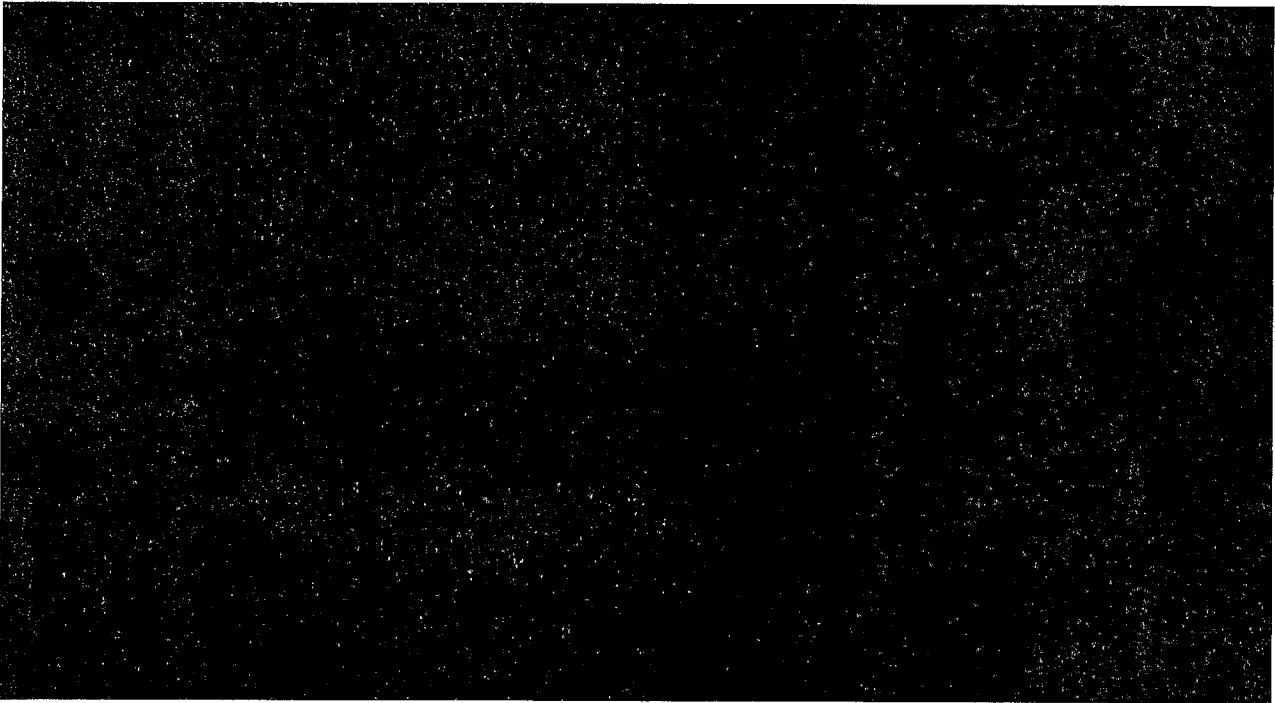
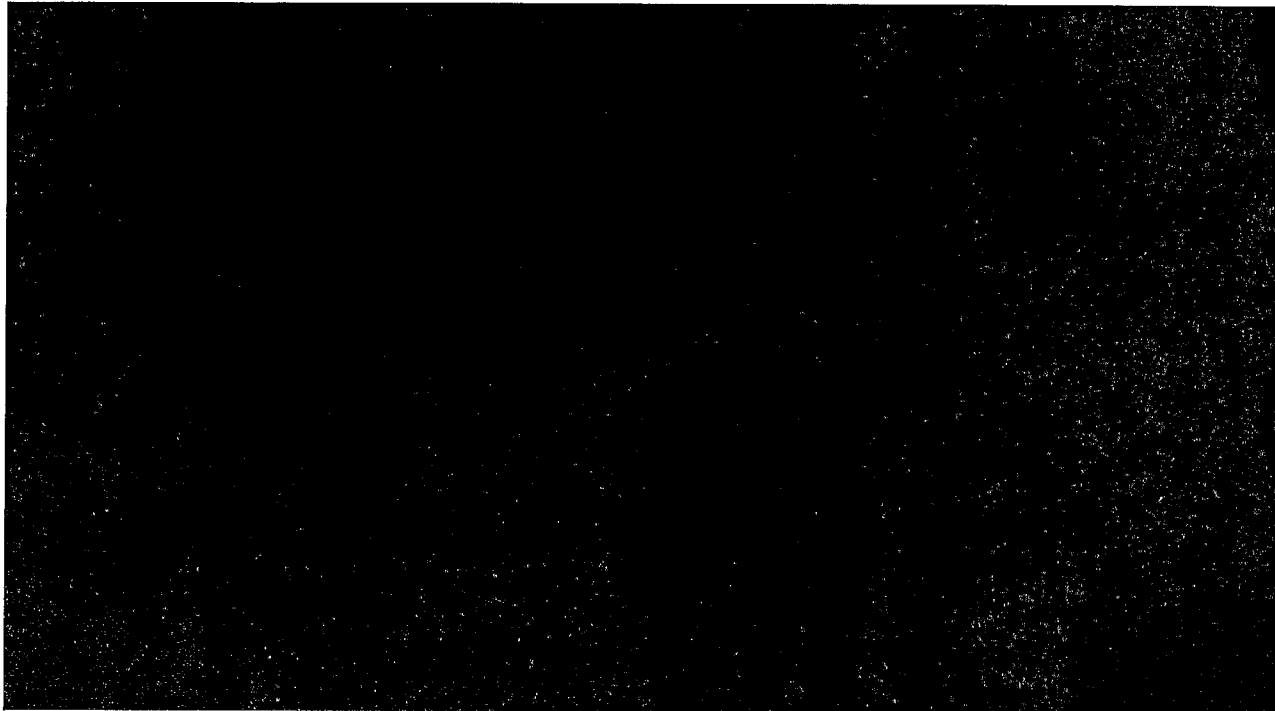
G. RELEASE

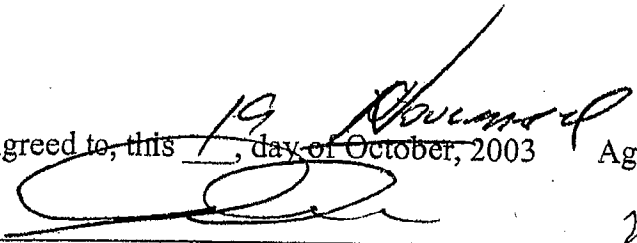
1. Each of the Brandstetter parties, Frieden, TIG, Golden Eagle, and One Beacon forever, fully and irrevocably releases, discharges and acquits each of the Mohr Rhodes parties; each of the Mohr Rhodes parties forever, fully and irrevocably releases, discharges and acquits each of the Brandstetter parties, Frieden, TIG, Golden Eagle, and





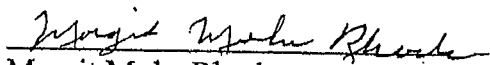




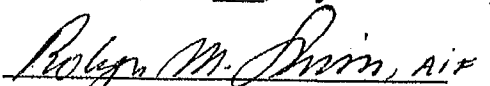
Agreed to, this 19 day of October, 2003


Joseph Brandstetter,
as an individual and as
President, Rhodes Music Corporation
President, Piano & Music Mart Retail
Corporation
President, E-Z Way Productions, Inc.
President, Jenabra, Inc.


Agreed to, this 22, day of October, 2003


Margit Mohr Rhodes

Agreed to, this 24, day of October, 2003

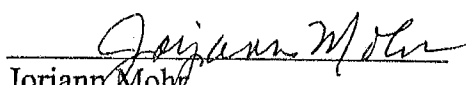

Robyn Smith, individually and as attorney
in fact for Margit Mohr Rhodes

Agreed to, this 22, day of October, 2003

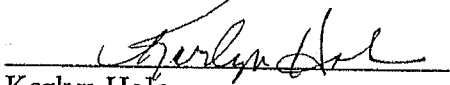

Merrilyn Herrera



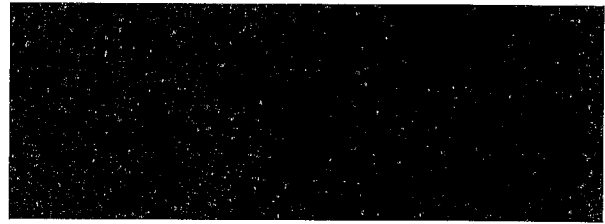
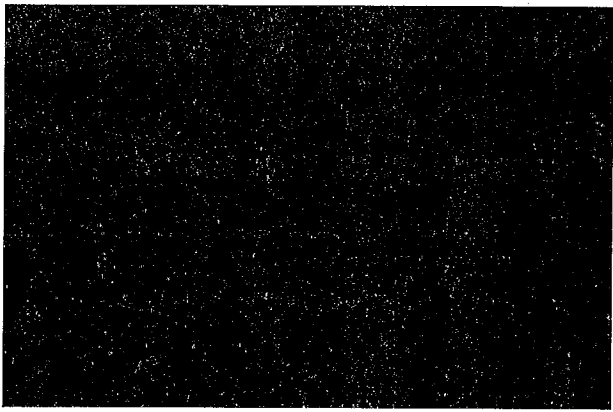
Agreed to, this 22, day of October, 2003


Jorjann Mohr

Agreed to, this 22, day of October, 2003


Karlyn Hale

Agreed to, this , day of October, 2003



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