

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4745255

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
LINE OF SIGHT CONCEPTS LLC	12/15/2017
RECEIVING PARTY DATA	
Name:	CHRISTIAN ERICKSON
Street Address:	2800 PLAZA DEL AMO #296
City:	TORRANCE
State/Country:	CALIFORNIA
Postal Code:	90503
Name:	CALLAHAN MEISSNER
Street Address:	134 N.E. TIMBERCREEK CIRCLE
City:	LEE'S SUMMIT
State/Country:	MISSOURI
Postal Code:	64086
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	8621723
Patent Number:	D707153
CORRESPONDENCE DATA	
Fax Number:	(858)459-9120
<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:	8584599111
Email:	jbuche@buchelaw.com
Correspondent Name:	JOHN K. BUCHE
Address Line 1:	875 PROSPECT ST., SUITE 305
Address Line 2:	C/O BUCHE & ASSOCIATES, P.C.
Address Line 4:	LA JOLLA, CALIFORNIA 92037
ATTORNEY DOCKET NUMBER:	LINE OF SIGHT
NAME OF SUBMITTER:	BYRON E. MA
SIGNATURE:	/Byron E. Ma/

DATE SIGNED:	12/20/2017
Total Attachments: 8 source=17-12-15 Meissner_Erickson (Fully Executed Agreement) (01795461xB98A9)#page1.tif source=17-12-15 Meissner_Erickson (Fully Executed Agreement) (01795461xB98A9)#page2.tif source=17-12-15 Meissner_Erickson (Fully Executed Agreement) (01795461xB98A9)#page3.tif source=17-12-15 Meissner_Erickson (Fully Executed Agreement) (01795461xB98A9)#page4.tif source=17-12-15 Meissner_Erickson (Fully Executed Agreement) (01795461xB98A9)#page5.tif source=17-12-15 Meissner_Erickson (Fully Executed Agreement) (01795461xB98A9)#page6.tif source=17-12-15 Meissner_Erickson (Fully Executed Agreement) (01795461xB98A9)#page7.tif source=17-12-15 Meissner_Erickson (Fully Executed Agreement) (01795461xB98A9)#page8.tif	

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is made and entered into by and between the following parties, with the following addresses:

PLAINTIFFS: Callahan Meissner ("Meissner"), an individual, having an address of 134 N.E. Timbercreek Circle, Lee's Summit, Missouri, 64086 and Line of Sight Concepts, LLC ("LOSC"), a limited liability company registered to do business in Missouri;

and

DEFENDANTS: Christian Erickson ("Erickson"), an individual, having an address of 2800 Plaza Del Amo #296, Torrance, California 90503 and M&E Innovative Solutions, LLC, a former Missouri limited liability company;

A. On July 14, 2016, Plaintiff Meissner filed a Complaint against Defendant Erickson in the United States District Court for the Western District of Missouri, Western Division, Case No. 16-0755-CV-W-SRB. On August 31, 2017, Plaintiffs filed an Amended Complaint against Defendant Erickson. On September 13, 2017, Defendants filed an Answer and Counterclaims against Plaintiffs (hereinafter the "Lawsuit").

B. The parties desire to settle all differences, disagreements, and disputes that exist or may exist among them based upon any and all dealings with each other at any time prior to the execution of this Agreement, and to agree to a legal framework that allows the parties to amicably avoid disputes in the future. Each party denies any wrongdoing, illegal conduct, or liability whatsoever on its part, but nevertheless has concluded that it is in its best interests to settle these disputes on the terms set forth herein.

NOW, THEREFORE, pursuant to this desire and in acknowledged consideration of the mutual promises contained herein, the parties hereto agree as follows:

1. **TERMS.**

- (a) **Joint Ownership & Coexistence Agreement:** The parties agree that U.S. Patent No. 8,621,723 and U.S. Patent No. D707,153, (hereinafter the "Patents") shall hereafter be jointly owned by Erickson and Meissner with each party being identified as equal and joint co-owners (50/50 % title each) of the Patents, which are personal property. The parties agree that for the life of the Patents that each party, as well as their successors and assigns, shall hereafter have 100% equal and joint rights to commercially exploit, and independently and fully make, sell, use, import, enforce, license or otherwise have the ability to assign their own rights under this Agreement and the Patents. Neither party shall have the ability to transfer Patents or rights to the Patents to the exclusion of the other joint owners' patent or contractual rights under this Agreement. The United States

Patent and Trademark Office will be notified in writing of the parties' joint ownership of the Patents by forwarding a copy of this Agreement.

- (b) For the life of the Patents, Erickson agrees to pay Meissner: (1) 14% of Profit generated from the sale of any product that uses and/or incorporates the Patents in anyway whatsoever, and (2) 14% of Profit obtained by way of licensing and/or sub-licensing the Patents. Profit shall be determined by an independent audit by one of the big 5 accounting firms selected by the parties by agreement or by alternating elimination until one firm remains (hereinafter the "Audit"). "Profit" shall be reasonably calculated according to Generally Accepted Accounting Principles. The Audit will be completed by May 30 of each year beginning in 2019 with payment to be made within 2 weeks of the Audit. The Profit number in the Audit cannot be challenged by either party in any fashion. The Audit will be based on the prior calendar year. The costs and expenses associated with the Audit will be split equally between Meissner and Erickson. The parties can mutually agree to forego the Audit process in any given year by written notification.
- (c) Erickson will recoup \$125,000 from Meissner of prior expenditures not to exceed \$25,000 per year, only in years having a profit based on the Audit. The recoupment under this sub-section will take the form of Erickson withholding Profit payments which otherwise would have been paid to Meissner under this Agreement.
- (d) Erickson shall have sole title to and use of the Zipmates trademark and domain. Meissner shall title to and use of the Shademarks, Hoodmates, Line of Sights Creations and We Attach Brands to Consumers trademarks and domains. The United States Patent and Trademark Office will be notified in writing of the ownership rights to the trademarks and domains by forwarding a copy of this Agreement.
- (e) Nondisparagement. The parties shall not say anything about the other that would tend to cast one in a negative light. The parties shall not defame one another or their respective business interests.
- (f) Each party shall have the right to protect the Patents from a stranger, but only after 10 days notice to the other owner. If the other owner joins the enforcement and pays half the costs, any recovery shall be split equally. If the other owner elects not to join, then the enforcing owner retains any recovery.

2. Stipulated Dismissal with Prejudice. Seven days after the parties have executed this Agreement, the parties shall file mutual dismissals of the Lawsuit and Counterclaims with Prejudice. Each party to bear his own costs and attorneys' fees.

3. No Admission. This Agreement is executed pursuant to a compromise and settlement entered into by each party hereto without any admission of liability to the other, but solely for the purpose of avoiding costly litigation, further uncertainty, controversy, and legal expense. Without limiting the foregoing, nothing contained herein shall be taken or construed to be an inference or admission by any party or as evidencing or indicating in any degree the truth or correctness of any claims or defense asserted by either party.

4. Notice. Any notice relating to the selection of an auditor set forth in paragraph 1(b) above or relating to the enforcements of rights to protect the Patents set forth in paragraph 1(f) above, or any other notice required hereunder shall be in writing and shall be delivered, postage prepaid by certified mail and with return receipt requested, or confirmable delivery by FedEx, UPS, or messenger addressed as follows:

To: Callahan Meissner
134 N.E. Timbercreek Circle,
Lee's Summit, MO 64086

Copy to:

John F. Doyle
Williams Dirks Dameron LLC
1100 Main, Suite 2600
Kansas City, MO 64105

To: Christian Erickson
2800 Plaza Del Amo #296,
Torrance, California 90503

Copy to:

W. James Foland
Foland, Wickens, Roper, Hofer & Crawford, P.C.
1200 Main Street, Suite 2200
Kansas City, MO 64105

or, to such other address as the parties hereto may from time to time designate by like notice. When notice is given by personal delivery, the date of such personal delivery shall be deemed the date of giving such notice.

5. Release of DEFENDANTS. PLAINTIFFS, for each of their respective predecessors, successors, subsidiaries, parents, assigns, agents, affiliates, representatives, officers, directors, shareholders, partners, attorneys, and employees, do hereby release and forever discharge DEFENDANTS, and their respective predecessors, successors, subsidiaries, parents, spouses, assigns, agents, affiliates, representatives, officers, directors, shareholders, partners, attorneys, and employees, of

and from any and all claims, damages, rights, costs, fees, expenses, reimbursements, demands, debts, liabilities, obligations, accounts, and causes of action of every kind and nature whatsoever, whether now known or unknown, suspected or unsuspected claims, which PLAINTIFFS had or now have against DEFENDANTS relating to this Lawsuit or the facts forming the basis thereof.

6. Release of PLAINTIFFS. DEFENDANTS, for each of their respective predecessors, successors, subsidiaries, parents, assigns, agents, affiliates, representatives, officers, directors, shareholders, partners, attorneys, and employees, do hereby release and forever discharge PLAINTIFFS, and their respective predecessors, successors, subsidiaries, parents, spouses, assigns, agents, affiliates, representatives, officers, directors, shareholders, partners, attorneys, and employees, of and from any and all claims, damages, rights, costs, fees, expenses, reimbursements, demands, debts, liabilities, obligations, accounts, and causes of action of every kind and nature whatsoever, whether now known or unknown, suspected or unsuspected claims, which DEFENDANTS had or now have against PLAINTIFFS relating to this Lawsuit or the facts forming the basis thereof.

7. Further Assurances. Each party hereto agrees to execute all documents and instruments necessary to implement this Agreement.

8. Parties Represented by Counsel. Each of the parties represent and warrant that they have been represented by legal counsel of their choosing in connection with this Agreement and the settlement to which it relates and each executes it knowingly and voluntarily after receiving such legal advice.

9. Entire Agreement. The parties hereby declare and agree that neither they nor any other person or entity has made any promise, inducement, or agreement not expressed in this Agreement. This instrument contains the entire agreement and understanding concerning the aforementioned Lawsuit, settlement thereof, and the subject matter therein, and supersedes and replaces all prior negotiations and agreements between the parties hereto, or any of them, whether written or oral.

10. Severable Agreement. If any provision of this Agreement is held to be invalid, void, or unenforceable, the balance of the provisions shall, nevertheless, remain in full force and effect and shall in no way be affected, impaired, or invalidated. The waiver of any one provision shall not be deemed a waiver of any other provision herein.

11. Modifications. This Agreement may be changed, modified, or amended only by a written instrument signed by all parties hereto.

12. Successors & Assigns. This Agreement shall be binding upon and inure to the benefit of each of the parties, its respective assigns, successors in interest, and legal representatives.

13. Construction. This Agreement has been negotiated in good faith between the parties. This Agreement shall be construed without regard to the identity of the person who drafted the various provisions. Each and every provision of this Agreement

shall be construed as though all of the parties participated equally in the drafting of them, and any rule of construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

14. Choice of Law. This Agreement is made and entered into in the State of Missouri and shall in all respects be interpreted and enforced and governed by and under the federal and state laws of said State.

15. Multiple Counterparts. This Agreement may be executed in multiple counterpart copies, or by facsimile signature, each of which shall be deemed an original. An electronic copy of this executed agreement, such as a TIFF, PDF, photocopy, or facsimile have the same effect as an original.

16. The undersigned hereby declare and agree that they have read and fully understand the terms of this Agreement; that they voluntarily execute the same after seeking and receiving advice of legal counsel; and that this Agreement reflects and memorializes a compromise and settlement of disputed claims and is the product of arms'-length negotiations and fair dealing.


PLAINTIFF CALLAHAN MEISSNER:

Signature: _____
By _____
Title: _____
Dated: _____

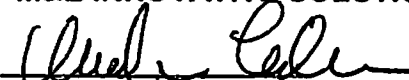
PLAINTIFF LINE OF SIGHT CONCEPTS, LLC:

Signature: _____
By _____
Title: _____
Dated: _____

DEFENDANT CHRISTIAN ERICKSON:

Signature: 
By CHRISTIAN ERICKSON
Title: _____
Dated: 12/2/17

DEFENDANT M&E INNOVATIVE SOLUTIONS, LLC

Signature: 
By CHRISTIAN ERICKSON
Title: OWNER
Dated: 12/7/17

shall be construed as though all of the parties participated equally in the drafting of them, and any rule of construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

14. Choice of Law. This Agreement is made and entered into in the State of Missouri and shall in all respects be interpreted and enforced and governed by and under the federal and state laws of said State.

15. Multiple Counterparts. This Agreement may be executed in multiple counterpart copies, or by facsimile signature, each of which shall be deemed an original. An electronic copy of this executed agreement, such as a TIFF, PDF, photocopy, or facsimile have the same effect as an original.

16. The undersigned hereby declare and agree that they have read and fully understand the terms of this Agreement; that they voluntarily execute the same after seeking and receiving advice of legal counsel; and that this Agreement reflects and memorializes a compromise and settlement of disputed claims and is the product of arms'-length negotiations and fair dealing.

PLAINTIFF CALLAHAN MEISSNER:

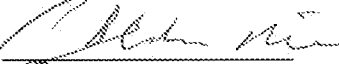
Signature: 

By Callahan Meissner

Title: _____

Dated: 12-15-17

PLAINTIFF LINE OF SIGHT CONCEPTS, LLC:

Signature: 

By Callahan Meissner

Title: _____

Dated: 12-15-17

DEFENDANT CHRISTIAN ERICKSON:

Signature: _____

By _____

Title: _____

Dated: _____

DEFENDANT M&E INNOVATIVE SOLUTIONS, LLC

Signature: _____

By _____

Title: _____

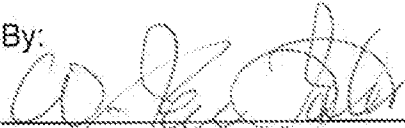
Dated: _____

APPROVED AS TO FORM AND CONTENT:

By:

John F. Doyle
Williams Dirks Dameron LLC
1100 Main Street; Suite 2600
Kansas City, MO 64105
Attorney for Plaintiffs Callahan Meissner
and Line of Sight Concepts, LLC

By:



W. James Foland
Foland, Wickens, Roper, Hofer &
Crawford, P.C.
1200 Main Street, Suite 2200
Kansas City, Missouri 64105
Attorneys for Defendants Christian
Erickson and M&E Innovative Solutions,
LLC

APPROVED AS TO FORM AND CONTENT:

By:



John F. Doyle
Williams Dirks Dameron LLC
1100 Main Street; Suite 2600
Kansas City, MO 64105
Attorney for Plaintiffs Callahan Meissner
and Line of Sight Concepts, LLC

By:

W. James Foland
Foland, Wickens, Roper, Hofer &
Crawford, P.C.
1200 Main Street, Suite 2200
Kansas City, Missouri 64105
Attorneys for Defendants Christian
Erickson and M&E Innovative Solutions,
LLC