

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7803954

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
HARRY O'HAGIN	09/28/2007
RECEIVING PARTY DATA	
Name:	CAROLINA O'HAGIN
Street Address:	1349 CUNNINGHAM ROAD
City:	SEBASTOPOL
State/Country:	CALIFORNIA
Postal Code:	95472
PROPERTY NUMBERS Total: 28	
Property Type	Number
Patent Number:	6050039
Patent Number:	6354051
Patent Number:	D457234
Patent Number:	D458391
Patent Number:	D456531
Patent Number:	D458392
Patent Number:	D479885
Patent Number:	6447390
Patent Number:	6129628
Patent Number:	6390914
Patent Number:	6491579
Patent Number:	D469889
Patent Number:	7607266
Patent Number:	D612040
Application Number:	60133244
Application Number:	10737525
Application Number:	60096619
Application Number:	29195523
Application Number:	29195518
Application Number:	29195519

Property Type	Number
Application Number:	60709856
Application Number:	60709396
Application Number:	60721863
PCT Number:	US2000012353
PCT Number:	US2005012986
PCT Number:	US2006032486
PCT Number:	US2006037665
PCT Number:	US1999018529

CORRESPONDENCE DATA

Fax Number: (949)760-9502

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.

Phone: 9497600404

Email: efiling@knobbe.com

Correspondent Name: KNOBBE MARTENS OLSON & BEAR, LLP

Address Line 1: 2040 MAIN STREET, 14TH FLOOR

Address Line 4: IRVINE, CALIFORNIA 92614

ATTORNEY DOCKET NUMBER:	DANIBO.*
NAME OF SUBMITTER:	IAN GILLIES
SIGNATURE:	/Ian Gillies/
DATE SIGNED:	02/17/2023

Total Attachments: 39

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#353

1 TEAL, MONTGOMERY & HENDERSON
2 ROBERT A. MONTGOMERY, ESQ./SB# 77484
3 815 Fifth Street, Suite 200
4 Santa Rosa, CA 95404
5 Telephone: 707-525-1212
6 Facsimile: 707-544-2468

ENDORSED
FILED

JUN - 1 2012

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SONOMA

7 Attorney for respondent
8 CAROLINA STOLLENWERK O'HAGIN

9
10 SUPERIOR COURT OF CALIFORNIA, COUNTY OF SONOMA

11 In re the Marriage of:

No. SFL 19708

12 Petitioner: HARRY T. O'HAGIN

13 and

14 Respondent: CAROLINA
15 STOLLENWERK O'HAGIN /

ORDER GRANTING CAROLINA
STOLLENWERK O'HAGIN'S
MOTION FOR ENTRY OF
JUDGMENT, PURSUANT TO
CALIFORNIA CODE OF CIVIL
PROCEDURE § 664.6 AND ORDER
DENYING HARRY T. O'HAGIN'S
MOTION FOR JOINDER

16 On August 12, 2011, the respondent, Carolina Stollenwerk O'Hagin ("Carolina"),
17 filed her motion, pursuant to California Code of Civil Procedure § 664.6, for entry of
18 judgment pursuant to the terms of the parties' written, signed *Marital Settlement Agreement*.
19 The hearing on the motion was conducted at 9:30 a.m. on November 18, 2011, in Courtroom
20 23. On September 2, 2011, the petitioner, Harry T. O'Hagin ("Harry"), filed his amended
21 notice of motion and declaration for joinder, which was also heard at 9:30 a.m. on November
22 18, 2011, in Courtroom 23, the Honorable Nancy C. Shaffer, Judge, presiding. Harry was
23 not present at the court proceedings on November 18, 2011, but was represented by his
24 attorney, Lawrence A. Moskowitz. Carolina was present in court for the hearing on
25 November 18, 2011, with her attorney, Robert A. Montgomery.

26 The Court heard and considered the comments and arguments of both sides and read
27 and reviewed the pleadings and documents on file. On November 17, 2011, the Court had
28 issued a tentative ruling which granted Carolina's motion for entry of judgment pursuant to

ORDER GRANTING MOTION FOR ENTRY OF
JUDGMENT AND ORDER DENYING MOTION
FOR JOINDER

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1 CCP § 664.6 and which denied Harry's motion for joinder, on the basis that the motion was
2 moot in view of the ruling on the motion to enter judgment.

3 Subsequently, on January 4, 2012, the Court issued a further tentative ruling granting
4 Carolina's motion for entry of judgment. Harry filed objections to the tentative ruling. A
5 hearing on Harry's objections was held on February 21, 2012. Thereafter, on March 26,
6 2012, the Court issued its *Order Re Objections to Tentative Ruling* which overruled Harry's
7 objections and ordered Carolina's attorney to prepare an order granting her motion for entry
8 of judgment pursuant to CCP § 664.6.

9 NOW, THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED AS
10 FOLLOWS:

- 11 1. Carolina's motion for entry of judgment pursuant to CCP § 664.6 is granted;
12 2. Harry's motion for joinder is denied, as the motion is moot in view of the Court's
13 ruling that Carolina's motion for entry of judgment should be granted.

14
15 DATED: MAY 30 2012

NANCY C. SHAFFER
NANCY C. SHAFFER
Judge of the Superior Court

16
17
18 APPROVED AS TO FORM:

19 
20 LAWRENCE A. MOSKOWITZ
21
22
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28

ORDER GRANTING MOTION FOR ENTRY OF
JUDGMENT AND ORDER DENYING MOTION
FOR JOINDER

1 TEAL, MONTGOMERY & HENDERSON
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7
8 Attorney for respondent
9 CAROLINA STOLLENWERK O'HAGIN

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SUPERIOR COURT OF CALIFORNIA, COUNTY OF SONOMA

In re the Marriage of:

No. SFL 19708

Petitioner: HARRY T. O'HAGIN

and

Respondent: CAROLINA
STOLLENWERK O'HAGIN

PROOF OF SERVICE BY MAIL OF
THE ORDER GRANTING CAROLINA
STOLLENWERK O'HAGIN'S MOTION
FOR ENTRY OF JUDGMENT,
PURSUANT TO CALIFORNIA CODE
PROCEDURE § 664.6 AND ORDER
DENYING HARRY T. O'HAGIN'S
MOTION FOR JOINDER. FILED 6/1/12

SEE ATTACHED PROOF OF SERVICE BY MAIL.

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1 **PROOF OF SERVICE BY MAIL**

2 I am a citizen of the United States and a resident of the County of Sonoma. I am over
3 the age of 18 years and not a party to the within named action. My business address is 815
4 Fifth Street, Suite 200, Santa Rosa, CA 95404. On June 7, 2012, I served the

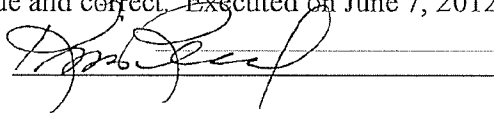
5 Endorsed, filed copy of the ORDER GRANTING CAROLINA STOLLENWERK'S
6 O'HAGIN'S MOTION FOR ENTRY OF JUDGMENT, PURSUANT TO CALIFORNIA
7 CODE OF CIVIL PROCEDURE § 6646 AND ORDER DENYING HARRY T. O'HAGIN'S
8 MOTION FOR JOINDER, filed June 1, 2012

9 on the interested party (or parties) in said action, by placing a true copy (or copies) thereof,
10 enclosed in a sealed envelope for collection and mailing on the date and place shown below,
11 following our ordinary business practices. I am readily familiar with this business' practice
12 for collecting and processing correspondence for mailing. On the same date that
13 correspondence is placed for collection and mailing, it is deposited in the ordinary course of
14 business with the United States Postal Service in a sealed envelope with postage fully
15 prepaid.

16 Lawrence A. Moskowitz
17 Perry, Johnson, Anderson,
18 Miller & Moskowitz, LLP
19 438 First Street, 4th Floor
20 Santa Rosa, CA 95401
21 **Attorney for petitioner**

22 Bradley A. Patterson
23 Attorney at Law
24 18101 Von Karman Avenue, Suite 330
25 Irvine, CA 92612-0146
26 **Attorney for petitioner**

27 I, KIM REID, declare under penalty of perjury under the laws of the State of
28 California that the foregoing is true and correct. Executed on June 7, 2012, at Santa Rosa,
California.



004

COPY
FOR COURT USE ONLY

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): ROBERT A. MONTGOMERY, ESQ. SBN 77484 TEAL, MONTGOMERY & HENDERSON 815 Fifth Street, Suite 200 Santa Rosa, CA 95404 TELEPHONE NO.: 707-525-1212 FAX NO. (Optional): 707-544-2468 E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name): CAROLINA STOLLENWERK O'HAGIN		
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SONOMA STREET ADDRESS: Civil and Family Law Courthouse MAILING ADDRESS: 3055 Cleveland Ave. CITY AND ZIP CODE: Santa Rosa, CA 95403 BRANCH NAME: Family Law Division		
MARRIAGE OF PETITIONER: HARRY T. O'HAGIN RESPONDENT: CAROLINA STOLLENWERK O'HAGIN		
JUDGMENT <input checked="" type="checkbox"/> DISSOLUTION <input type="checkbox"/> LEGAL SEPARATION <input type="checkbox"/> NULLITY <input type="checkbox"/> Status only <input type="checkbox"/> Reserving jurisdiction over termination of marital or domestic partnership status <input checked="" type="checkbox"/> Judgment on reserved issues Date marital or domestic partnership status ends:		CASE NUMBER: SFL 19708 JUDGMENT, STATUS ONLY, PREVIOUSLY ENTERED 12/29/04

1. ☐ This judgment ☐ contains personal conduct restraining orders ☐ modifies existing restraining orders.
 The restraining orders are contained on page(s) of the attachment. They expire on (date):
2. This proceeding was heard as follows: ☐ Default or uncontested ☐ By declaration under Family Code section 2336
☒ Contested
 a. Date: **NOVEMBER 18, 2011** Dept.: **23** Room:
 b. Judicial officer (name): **THE HONORABLE NANCY C. SHAFFER** ☐ Temporary judge
 c. ☐ Petitioner present in court ☒ Attorney present in court (name): **ROBERT A. MONTGOMERY**
 d. ☐ Respondent present in court ☒ Attorney present in court (name): **LAWRENCE A. MOSKOWITZ**
 e. ☐ Claimant present in court (name): ☐ Attorney present in court (name):
 f. ☐ Other (specify name):
3. The court acquired jurisdiction of the respondent on (date): **AUGUST 18, 2004**
 a. ☐ The respondent was served with process.
 b. ☒ The respondent appeared.

THE COURT ORDERS, GOOD CAUSE APPEARING

4. a. ☐ Judgment of dissolution is entered. Marital or domestic partnership status is terminated and the parties are restored to the status of single persons
 (1) ☐ on (specify date):
 (2) ☐ on a date to be determined on noticed motion of either party or on stipulation.
 b. ☐ Judgment of legal separation is entered.
 c. ☐ Judgment of nullity is entered. The parties are declared to be single persons on the ground of (specify):
- d. ☐ This judgment will be entered nunc pro tunc as of (date):
 e. ☒ Judgment on reserved issues.
 f. The ☐ petitioner's ☐ respondent's former name is restored (specify):
 g. ☐ Jurisdiction is reserved over all other issues, and all present orders remain in effect except as provided below.
 h. ☐ This judgment contains provisions for child support or family support. Each party must complete and file with the court a *Child Support Case Registry Form* (form FL-191) within 10 days of the date of this judgment. The parents must notify the court of any change in the information submitted within 10 days of the change, by filing an updated form. The *Notice of Rights and Responsibilities-Health Care Costs and Reimbursement Procedures and Information Sheet on Changing a Child Support Order* (form FL-192) is attached.

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CASE NAME (Last name, first name of each party):

O'HAGIN, HARRY T.

O'HAGIN, CAROLINA STOLLENWERK

CASE NUMBER:

SFL 19708

4. (Cont'd.)

- i. ☒ A settlement agreement between the parties is attached.
 j. ☐ A written stipulation for judgment between the parties is attached.
 k. ☐ The children of this marriage or domestic partnership.

(1) ☐ The children of this marriage or domestic partnership are:
 Name Birthdate

(2) ☐ Parentage is established for children of this relationship born prior to the marriage or domestic partnership.

- l. ☐ Child custody and visitation are ordered as set forth in the attached
 (1) ☐ settlement agreement, stipulation for judgment, or other written agreement.
 (2) ☐ Child Custody and Visitation Order Attachment (form FL-341).
 (3) ☐ Stipulation and Order for Custody and/or Visitation of Children (form FL-355).
 (4) ☐ other (specify):

- m. ☐ Child support is ordered as set forth in the attached
 (1) ☐ settlement agreement, stipulation for judgment, or other written agreement.
 (2) ☐ Child Support Information and Order Attachment (form FL-342).
 (3) ☐ Stipulation to Establish or Modify Child Support and Order (form FL-350).
 (4) ☐ other (specify):

- n. ☒ Spousal or partner support is ordered as set forth in the attached
 (1) ☒ settlement agreement, stipulation for judgment, or other written agreement.
 (2) ☐ Spousal, Partner, or Family Support Order Attachment (form FL-343).
 (3) ☐ other (specify):

NOTICE: It is the goal of this state that each party will make reasonable good faith efforts to become self-supporting as provided for in Family Code section 4320. The failure to make reasonable good faith efforts may be one of the factors considered by the court as a basis for modifying or terminating spousal or partner support.

- o. ☒ Property division is ordered as set forth in the attached
 (1) ☒ settlement agreement, stipulation for judgment, or other written agreement.
 (2) ☐ Property Order Attachment to Judgment (form FL-345).
 (3) ☐ other (specify):

p. ☐ Other (specify):

Each attachment to this judgment is incorporated into this judgment, and the parties are ordered to comply with each attachment's provisions.

Jurisdiction is reserved to make other orders necessary to carry out this judgment.

Date:

JUDICIAL OFFICER

5. Number of pages attached: 32

☐ SIGNATURE FOLLOWS LAST ATTACHMENT

NOTICE

Dissolution or legal separation may automatically cancel the rights of a spouse or domestic partner under the other spouse's or domestic partner's will, trust, retirement plan, power of attorney, pay-on-death bank account, transfer-on-death vehicle registration, survivorship rights to any property owned in joint tenancy, and any other similar thing. It does not automatically cancel the rights of a spouse or domestic partner as beneficiary of the other spouse's or domestic partner's life insurance policy. You should review these matters, as well as any credit cards, other credit accounts, insurance policies, retirement plans, and credit reports, to determine whether they should be changed or whether you should take any other actions.

A debt or obligation may be assigned to one party as part of the dissolution of property and debts, but if that party does not pay the debt or obligation, the creditor may be able to collect from the other party.

An earnings assignment may be issued without additional proof if child, family, partner, or spousal support is ordered.

Any party required to pay support must pay interest on overdue amounts at the "legal rate," which is currently 10 percent.

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MARITAL SETTLEMENT AGREEMENT

Sebastopol CO

This Marital Settlement Agreement is entered into at Napa, California, by and between CAROLINA O'HAGIN (hereinafter referred to as "Wife") and HARRY O'HAGIN (hereinafter referred to as "Husband").

RECITALS

This Agreement is made with reference to the following facts:

A. DATE OF MARRIAGE OF THE PARTIES

The parties to this Agreement were married on January 29, 1972.

B. SEPARATION OF THE PARTIES

Irreconcilable differences occurred between Husband and Wife by reason of which they separated on or about June 29, 2003 ("the date of separation").

C. CHILDREN OF THE MARRIAGE

There are no minor children of the marriage.

D. MARITAL DISSOLUTION PROCEEDING

A proceeding for dissolution of marriage is pending between the parties in the Superior Court of the State of California, in and for the County of Sonoma, being action number SFL-19708. Husband is represented in said action by Johnson, Anderson, Miller & Moskowitz by LAWRENCE A. MOSKOWITZ. Wife is represented in said action by the Law Offices of Lewis & Blevans LLP by ROGER J. LEWIS.

E. PURPOSE OF AGREEMENT

The purpose of this Agreement is to effectuate a substantially equal division of community assets and obligations, to confirm to each party his or her respective separate

property, to settle the issue of spousal support and to effectuate a complete and final settlement of the respective marital property rights, obligations, interests and claims the parties may have, one against the other.

F. Husband and Wife acknowledge they previously executed a document entitled "Memorandum and Settlement Agreement" on or about May 19, 2005. The parties agree this Marital Settlement Agreement supersedes the prior Memorandum, which shall not be of any further force or effect and which shall be deemed null and void by virtue of the parties' execution of this agreement.

NOW, THEREFORE, in consideration of the recitals stated above (which the parties represent to be correct), in consideration of the mutual agreement and covenants herein set forth, and for other good and valuable consideration, the parties agree as follows:

1.0 DIVISION OF COMMUNITY PROPERTY

1.1 The parties hereby acknowledge their intent to settle and resolve all community and separate property issues and achieve a division of assets which they deem a substantially equal division of community property. Husband and Wife acknowledge and agree that the division accomplished by this Agreement as set forth below is a substantially equal division of community property rights and interests.

1.2 **COMMUNITY PROPERTY TO HUSBAND.** Wife does hereby remise, release, transfer, assign and forever quitclaim to Husband, as his sole and separate property, in settlement of all community property claims of the parties, any and all community or separate property rights in and to the following property and property interests:

A. Real property owned or leased by Husband in the country of Thailand.

O'Hagin Marital Settlement
Agreement (07/26/07)

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B. Bank accounts in Thailand, Switzerland and Hong Kong standing solely in Husband's name.

C. Household furniture and furnishings, antiques, objects of art, and other miscellaneous personal property in Husband's possession.

D. All vehicles owned by Husband.

E. Any life insurance policy insuring Husband's life.

F. Individual Retirement Account standing in Husband's name at CDC.

G. Interest in O'Hagin's, Inc., as further provided in Paragraph 2.0 below.

H. All right, title and interest of Husband in California Roofing Components Ltd., a Thailand corporation.

I. All right, title and interest of Husband in Jalerm Industries (Thailand), Ltd., a Thailand corporation.

J. All right, title and interest of Husband in California Roofing Components (Thailand), Ltd., a Thailand business entity in a form unknown.

K. All right, title and interest of Husband in Jalerm Industries, Ltd., a Thailand business entity in a form unknown.

L. All right, title and interest of Husband in Jalerm Industries, Ltd., a Hong Kong business entity in a form unknown.

M. All right, title and interest in Thang Holdings, Ltd., a Thailand corporation.

N. All right, title and interest in Prasita Holding, Ltd., a Thailand corporation.

1.3. COMMUNITY PROPERTY TO WIFE. Husband does hereby remise, release, transfer, assign and forever quitclaim to Wife, as her sole and separate property, in settlement of all community property claims of the parties, any and all community or separate property rights in and to the following property and property interests:

A. Real property together with improvements thereon located at 1349 Cunningham Drive, Sebastopol, California, subject to all liens and encumbrances thereon.

B. Real property together with improvements thereon located at La Grande Ville, 22103 Languenan, France, subject to all liens and encumbrances thereon.

C. Leasehold interest in Sky High Ranch, subject to the lease obligation.

D. All household furniture and furnishings, antiques, objects of art, and other miscellaneous personal property in Wife's possession.

E. All vehicles owned by Wife.

F. All bank accounts standing in Wife's name, including National Bank of the Redwoods accounts 4107 and 4460, accounts standing in Wife's name in France and Switzerland.

G. Individual Retirement Account standing in Wife's name at Charles Schwab.

H. Loan receivable from Brian Anderson.

I. Interest in O'Hagin's, Inc., as further provided in Paragraph 2.0 below.

J. Life insurance policy insuring Wife's life, including cash surrender value.

O'Hagin Marital Settlement
Agreement (07/26/07)

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2.0 O'HAGIN'S, INC. and INTELLECTUAL PROPERTY

2.1 In order to further equalize the division of community property between the parties, Husband shall receive 2,000 shares of O'Hagin's Inc. ("the company") as his sole and separate property. Wife shall receive 6,928 shares of O'Hagin's Inc., representing the remaining stock previously issued to Wife and Husband. Husband and Wife warrant and represent to the other that neither has any right, claim or interest in other shares of the company other than those confirmed to each party hereunder.

2.2 Husband agrees that concurrently with his execution of this agreement, Husband shall execute that certain *Settlement Agreement and Mutual General Releases* between the company, Wife and Husband ("the Settlement Agreement"), which includes a provision for the company to purchase and redeem Husband's 2,000 shares of stock in the company at an agreed upon value of \$10,000,000. Husband acknowledges and agrees that he will be solely responsible to recognize the redemption distribution for tax purposes and Husband shall be solely responsible to recognize, pay, defend and hold Wife free and harmless from all federal and state taxes which may arise from the purchase and/or redemption of Husband's shares.

2.3 Husband and Wife agree that pursuant to Treasury Regulation 1.1041-2 and related regulations and tax code provisions, the funds received by Husband from the redeemed stock shall be treated as a distribution to Husband in redemption of such stock and shall not be treated as a constructive distribution to Wife. By this agreement, Husband and Wife hereby express their intent that:

- i) The redemption shall be treated for federal and state income tax purposes as a redemption distribution to Husband; and

ii) This agreement supersedes any other instrument or agreement concerning the purchase, sale, redemption or other disposition of the stock which is the subject of the redemption.

2.4 Save and except for the shares confirmed to Husband as described in this section, Husband does hereby remise, release, transfer, assign and forever quitclaim to Wife, as her sole and separate property, in settlement of all community property claims concerning the company, all of Wife's remaining shares in the company. Husband waives any further right or claim to any interest in the company or Wife's shares in the company arising from or related to any contribution of talent, skills, industry, labor or otherwise by Wife during the marriage or subsequent to the separation of the parties. The mutual release provided for in Paragraph 10.0 below, includes but is not limited to any claim Husband has or could assert to any other community interest in the company or Wife's interest therein.

2.5 Husband and Wife acknowledge that they have developed a number of products, processes and designs, including items for which patents have been issued as well as other intellectual property including trademarks, service marks, trade secrets, copyrights, licenses or other intellectual or industrial property right (collectively "intellectual property"). Subsequent to separation, payments have been made by the company to Husband and Wife for use and exploitation of the intellectual property.

2.6 In order to further equalize the division of community property hereunder, Husband does hereby remise, release, transfer, assign and forever quitclaim to Wife, as her sole and separate property, in settlement of any community property claim Husband has or could, in all intellectual property as to which Husband or Wife has any right, title, claim or interest or

which has been or could be asserted concerning the intellectual property, including but not limited to all royalties paid and patents applied for and/or issued to either party or the company.

2.7 Any royalties or other consideration previously paid to either party subsequent to the date of separation are hereby confirmed to the recipient as his or her sole and separate property and each party waives and releases any further right or claim thereto.

3.0 WAIVER OF CLAIMS FOR REIMBURSEMENT

3.1 To further equalize the division of community property hereunder and except as otherwise expressly provided herein, the parties waive the following:

A. Any claim for reimbursement or offset resulting from community property debts or obligations paid since the date of separation.

B. Any claim for reimbursement or offset resulting from payment of the other party's living expenses since the date of separation, whether or not such living expenses were paid from community funds or separate property funds.

C. Any claim for reimbursement or offset resulting from the value of the use of any community property assets since the date of separation.

D. Any claim for reimbursement or offset resulting from the receipt of community income, including money earned or partially earned but unpaid at the date of separation.

E. Any claim for reimbursement or offset resulting from the ownership, operation, maintenance, rent or other payment paid for or received from the various community assets since the date of separation.

F. Any claim for reimbursement or offset resulting from the payment by Husband and/or Wife for repairs, and/or maintenance and/or other expenses of community property assets since date of separation.

G. All right of reimbursement under Family Code Section 2640 or otherwise for separate property contributed to the acquisition or improvement of community property.

H. All right of reimbursement under Family Code Section 2641 or otherwise due the community or a party for contributions made by the community or either party to the education or training of a party.

4.0 CONFIRMATION OF SEPARATE PROPERTY

4.1 **SEPARATE PROPERTY TO WIFE.** The following is hereby confirmed to Wife as her sole and separate property, free of any claims by Husband of any kind or nature:

A. All of Wife's clothing, jewelry and miscellaneous personal property in Wife's possession.

B. Except as otherwise provided above, all earnings and accumulations of Wife subsequent to the date of separation.

C. Interest in Columbia 50 foot boat.

4.2 **SEPARATE PROPERTY TO HUSBAND.** The following is hereby confirmed to Husband as his sole and separate property, free of any claims by Wife of any kind or nature:

A. All of Husband's clothing, jewelry and miscellaneous items of personal property presently in Husband's possession.

B. Except as otherwise provided above, all earnings and accumulations of Husband subsequent to the date of separation.

5.0 DEBTS AND OBLIGATIONS

5.1 Except as otherwise provided in this agreement, Husband and Wife hereby acknowledge that there are no other outstanding community debts or obligations of any kind or nature. Husband and Wife each represent and warrant to the other that he or she is not aware of any other community or joint obligation of Husband or Wife, and hereby covenant that they will not incur any liability or obligation for which the other is or may be liable, other than the debts or obligations specifically referred to in this Agreement. Any and all obligations incurred by Husband or Wife prior to the date of separation but not disclosed or allocated herein shall be the sole responsibility of the party incurring the obligation, and the assuming party shall defend and indemnify the other from any and all liability arising therefrom or related thereto, including any and all costs, expenses and reasonable attorneys fees.

5.2 Except for the debts or obligations of Husband and Wife created or assumed under this Agreement, Husband and Wife each agree to pay and to hold the other harmless from all outstanding debts and obligations incurred by him or her since and after the date of their separation. If any claim, action or proceeding is hereinafter brought seeking to hold the other party liable on account of such debts or obligations, the incurring party shall, at his or her sole expense, defend the other party against any such claim, action or proceeding, and indemnify the other party from any and all liability arising therefrom or relating thereto, and shall further hold the other party harmless from and against any and all costs and expenses, including reasonable attorney's fees related thereto.

5.3 Nothing contained in this Marital Settlement Agreement regarding debts and obligations is intended to or shall confer any rights on creditors to assert claims against either party hereto as a third party beneficiary of this Agreement or otherwise, and the parties do not

intend for this Agreement to confer any rights on any such creditors which do not otherwise exist in the absence of this Agreement.

5.4 Any existing charge and credit accounts in the name of Husband and Wife or in the name of either party, under which the other can make purchases or secure credit shall immediately be closed or changed to the name of the party retaining that account without recourse against the other party. Any outstanding indebtedness on these accounts, not otherwise referred to above, shall be paid by the party incurring the debt.

6.0 SPOUSAL SUPPORT

6.1 Wife hereby waives and releases all right and claim to ever receive spousal support from Husband. As a result of this waiver and release no court shall ever have jurisdiction to order spousal support payable by Husband to Wife at any time regardless of any circumstances that may arise. Wife acknowledges and understands that this waiver of spousal support shall not be subject to modification or revocation for any reason or purpose whatsoever, and Wife may never seek spousal support of any kind or nature in any amount from Husband, regardless of her future circumstances.

6.2 Husband hereby waives and releases all right and claim to ever receive spousal support from Wife. As a result of this waiver and release no court shall ever have jurisdiction to order spousal support payable by Wife to Husband at any time regardless of any circumstances that may arise. Husband acknowledges and understands that this waiver of spousal support shall not be subject to modification or revocation for any reason or purpose whatsoever, and Husband may never seek spousal support of any kind or nature in any amount from Wife, regardless of his future circumstances.

7.0 FEDERAL AND STATE INCOME TAX RETURNS

7.1 Husband and Wife shall file separate State and Federal income tax returns for calendar year 2003 and all future years (i.e. post-separation). Each party shall be required to report and recognize on their separation returns all of their respective earnings, profits and losses, income, gains or other tax burdens or benefits arising from or in connection with their income, property and business interests for all tax years commencing 2003. Neither party shall amend any prior separate return for the purpose of assigning or transferring any purported income to the other party or to claim any deduction previously claimed by the other.

7.2 The parties agree to equally share any and all (i) tax refunds; and (ii) tax liabilities (including penalties, interest, and additional assessments) which may be allowed or asserted in the future by Federal or State taxing authorities incurred with regard to joint income tax returns filed by the parties during their marriage. The parties shall cooperate in every manner to reduce their respective tax exposure as well as related expenses in the event of any audit, examination, claim, suit or other proceeding involving or related to any joint tax return filed by the parties.

7.3 The parties shall each pay one-half of all professional fees including legal and accounting fees and costs incurred in connection with any audit, examination, claim, suit or other proceeding brought or pursued in connection with any prior joint tax return of the parties, as incurred.

7.4 Wife shall maintain the existing tax files of the parties which she shall make available to Husband for his use and inspection upon reasonable notice.

7.5 In the event of a future audit or action upon any prior joint return, the parties shall cooperate fully with each other, execute all documents reasonably requested by the other, and furnish information and testimony necessary to respond to any such action asserted by a taxing

authority. Each party shall immediately forward to the other a copy of any tax deficiency notice he or she receives from any Federal or State taxing authority regarding any tax liability of either party attributable to joint returns during the marriage. Neither party shall, without the written consent of the other, enter into any compromise, settlement, stipulation or agreement with any taxing authority which purports to bind the other party for any additional tax, penalty or assessment, regarding tax liabilities of either party attributable to joint returns during the marriage.

7.8 Husband shall not in any event be responsible for any taxes, penalties and/or interest with respect to any tax assessment or deficiency arising from a prior joint tax return as to which Husband establishes himself as an "innocent spouse" under the Internal Revenue Service Code, any state tax code, and/or any rules and regulations promulgated thereunder. Thus to the extent Husband is absolved by any taxing authority of any liability for any purported tax deficiency, penalty or interest upon any prior joint tax return as an innocent spouse, Husband shall have no obligation to pay any such taxes or contribute to Wife's tax deficiency assessment, including penalties or interest, in connection with which Wife shall indemnify, defend and hold Husband harmless.

7.9 Wife shall not in any event be responsible for any taxes, penalties and/or interest with respect to any tax assessment or deficiency arising from a prior joint tax return as to which Wife establishes herself as an "innocent spouse" under the Internal Revenue Service Code, any state tax code, and/or any rules and regulations promulgated thereunder. Thus to the extent Wife is absolved by any taxing authority of any liability for any purported tax deficiency, penalty or interest upon any prior joint tax return as an innocent spouse, Wife shall have no obligation to pay any such taxes, or contribute to Husband's tax deficiency assessment, including penalties or

interest, in connection with which Husband shall indemnify, defend and hold Wife harmless.

7.10 Husband shall be entitled to all future items of deduction, loss, credit or tax benefits which can or are required to be carried forward from all prior joint returns as it relates to the business interests or other assets awarded to Husband pursuant to the property division set forth in this Agreement.

7.11 Wife shall be entitled to all future items of deduction, loss, credit or tax benefits which can or are required to be carried forward from all prior joint returns as it relates to the business interests or other assets awarded to Wife pursuant to the property division set forth in this Agreement.

7.12 Husband and Wife agree that the division of property pursuant to this Agreement is incident to the dissolution of their marriage and thus does not constitute a taxable event. Husband and Wife therefore agree that the income tax basis of the property divided pursuant to this Agreement does not change by virtue of this Agreement. Accordingly, Husband and Wife each agree not to seek a different income tax basis for any property so divided, and if the other party ("taxed party") should later be assessed for additional State or Federal income tax liability because of a claim for a different tax basis, then the party who sought or received the different income tax basis shall pay the entire amount of all taxes, penalties and interest incurred by the taxed party which are attributable to the different income tax basis, and that party shall indemnify the taxed party from all liability, including attorney's fees and costs incurred by the taxes party in connection therewith.

7.14 It shall be each party's responsibility to report all income, losses, or deductions (or other taxable consequence) to the taxing authorities in a manner consistent with the terms of this Agreement. In the event that either party reports income, losses or deductions (or treats the

division of property) in a manner inconsistent with the terms of this Agreement, that party shall indemnify the other party for reasonable attorney and accounting fees and costs of litigation of the other party in any action initiated by the taxing authority, or the other party, due to reporting that is inconsistent with this Agreement. In addition, each party shall indemnify the other for taxes, interest, penalties and other assessments arising as a result of the reporting of income, losses or deductions (or the treating of the division of property) in a manner inconsistent with the terms of this Agreement. This section applies to all forms of tax returns required by any governmental agency.

8.0 ATTORNEY'S FEES AND COSTS

8.1 Each party shall be solely responsible for the payment of his or her remaining expenses and costs to their respective attorneys, experts, and accountants, if any, incurred in connection with this Agreement and the marriage dissolution proceeding, up to and including entry of the judgment and division of the property interests contemplated by this Agreement.

9.0 WARRANTIES REGARDING COMMUNITY PROPERTY

9.1 Prior to the execution of this Agreement, the parties exchanged Preliminary Declarations of Disclosure as required by Family Code Section 2105. Husband and Wife each represent and warrant to the other that these statements accurately and fairly reflect all material facts and information regarding the character, nature, value and amount of the assets and liabilities which are community or in which the community has or may have an interest or obligation. Each party represents they have included in their respective declarations of

disclosure an accurate and complete disclosure of any investment opportunity as defined in Family Code Section 2102(b). Further, each party represents and warrants that they have fully augmented his or her Preliminary Declaration of Disclosure to disclose all material facts and information regarding the characterization of all assets and liabilities, the valuation of all assets that are contended to be community property or in which it is contended the community has an interest, and the amounts of all obligations which are contended to be community obligations or for which it is contended the community has liability.

9.2 Husband and Wife represent and warrant to the other that (a) other than the property and rights disposed of herein, neither owns or is possessed of any community property, or any right, title or interest in any property of any kind or description whatsoever which could be deemed community property, and (b) neither has made, without the knowledge or consent of the other, any single gift or transfer of community property exceeding the sum of \$10,000.00, without consideration during the past five years. If it shall hereafter be determined by a court of competent jurisdiction that either party now owns or is now possessed of any community property not set forth on the disclosure statements of the parties and disposed of herein which collectively has a value in excess of \$10,000.00, or has made any disposition of community property contrary to this warranty which collectively has a value in excess of \$10,000.00, then such party agrees to pay to the other, on demand, an amount equal to one-half (2) of the fair market value of such property (a) as of the date of this Agreement, (b) as of the date of the parties' separation above set forth, (c) at the time the other party learns of such non-disclosed property, (d) at the time it is determined that the other party had or has an interest in such property, or (e) at the time the property was transferred, if such was the case, by the non-disclosing party, whichever is higher, plus interest thereon at the rate of ten percent (10%) per

annum from the date of this Agreement. Nothing herein contained is intended to limit or restrict any other remedy or cause of action or course of action by either party in the event of a breach of said warranties, all of which are and shall be exclusively reserved.

10.0 WAIVER OF FURTHER DISCOVERY AND MUTUAL RELEASE.

10.1 Husband and Wife agree that the provisions of this Agreement are fair and reasonable. The parties acknowledge that each has retained separate counsel in connection with the negotiation and execution of this Agreement; that each has been fully and completely advised by his or her attorney with reference to each and every term and provision of this Agreement; that each has been advised of the legal import and effect of this Agreement and with respect to their respective obligations, rights and duties hereunder. Both parties acknowledge that they have carefully read this Agreement; that they are completely familiar with and understand each and every provision hereof; that they respectively enter into, execute and accept this Agreement of their free and voluntary will, without any duress, constraint or influence of any kind or nature whatsoever upon the part of the other. Husband and Wife each hereby acknowledge (a) that neither the other party, or any agent or attorney of the other party, has made any promise, representation or warranty whatsoever, express or implied, not contained herein or in the disclosure statements exchanged between the parties concerning the subject matter herein to induce him or her to execute this Agreement; and (b) that he or she has not executed this Agreement in reliance upon any promise, representation or warranty not expressly provided or referred to herein.

10.2 Counsel for Husband and Wife have negotiated and conferred concerning this Agreement, and this Agreement shall be deemed for all purposes to be the joint work product of

both counsel, and may not be construed against either party by reason of (a) the wording used in any provision hereof, or (b) the deletion or modification of any provision contained in a prior draft of this Agreement. All such prior drafts shall be deemed part of the settlement negotiations and may not be utilized hereafter for any evidentiary purpose.

10.3 Husband and Wife acknowledge that neither party has been denied access or the opportunity to inspect the financial or other records pertaining to the nature and extent of the parties assets and income including business records and tax returns. The fact that the parties or counsel have not made any requests for other documents or information or conducted any further investigation with respect to the nature and extent of value of any assets or income has been a free and voluntary action pursued by a party.

10.4 The parties understand that they have a right to discovery which include depositions, document demands, request for admissions, use of subpoenas, obtaining further appraisals and the like. They have chosen not to exercise any further right to discovery or conduct any investigation beyond that already performed. The parties each understand that by failing to engage in further discovery either one may not fully appreciate the full extent of the assets and debts the parties subject to the court's jurisdiction or the character and value of each asset and debt, as well as the nature and value of the claims being waived. Each party understands that this lack of knowledge may mean that the division of community property is not equal or that either one may not have received the optimum settlement to which he or she is entitled to California law.

10.5 The parties intend to settle all aspects of their marital relationship and rights by this Agreement. Except for the rights and obligations expressly provided for in this Agreement and except for the rights and obligations for the parties concerning their Final Declarations of

Disclosure and any remedies which may result from the failure to comply with the requirements for a Final Declaration of Disclosure, Husband and Wife hereby for themselves and their respective heirs, assigns, and agents, irrevocably, and absolutely release and discharge each other and their heirs, assigns, agents and legal representative of any from all claims, demands, liabilities, obligations, contracts, agreements, costs, expenses, attorney's fees, accountant's fees, and causes of action (all of such claims, demands, liabilities, obligations, contracts, agreements, costs, expenses, attorney's fees, accountant's fees and causes of action shall hereinafter be referred to as the "claims") of every kind, nature and description whatsoever, whether now known or unknown, suspected or unsuspected, by reason of any matter, cause or thing done, admitted, suffered to be done prior to the date of this Agreement, which either Husband or Wife now have, own, or hold, or have at anytime heretofore had, owned, or held against each other so that upon the date this Agreement is executed by both parties and thereafter, except for the rights and obligations expressly provided for herein, neither Husband or Wife shall have any claim against the other by reason of any matter, cause or thing done, omitted or suffered to be done, prior to the date of this Agreement.

10.6 Husband and Wife hereby acknowledge that they have been informed by their attorneys of and that they are familiar with Section 1542 of the Civil Code of the State of California, which reads as follows:

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

10.7 Husband and Wife expressly waive and relinquish all rights and benefits which they have or may have under Section 1542 of the Civil Code to the full extent that they may

lawfully waive all such rights and benefits except for the rights and obligations of the parties concerning their Final Declarations of Disclosure and any remedies which may result from the failure to comply with the requirements for a Final Declaration of Disclosure. Husband and Wife acknowledge that they are aware that they, or their attorneys, accountants or agents, may hereafter discover facts different from or in addition to those which they or their attorneys, accountants or agents now know or believe to be true with respect to the division of property provided for herein and the claims released pursuant to paragraph 10.3 above. Husband and Wife agree that this Agreement shall be and remain binding in all respects, including without limitation, the provisions concerning division of property and support, and those which provide for a full and complete general release, notwithstanding the discovery of such different or additional facts. Husband and Wife understand and acknowledge and have had explained to them by their attorneys the significance and consequence of the general release and specific waiver of Section 1542 of the Civil Code set forth herein, and hereby assume full responsibility for any injury, damage, loss, or liability that he or she may incur because of such release and waiver as to known or unknown claims.

11.0 WAIVER OF RIGHTS ON DEATH OF OTHER PARTY

11.1 Except for the property rights established under this Agreement, each party hereby waives the right to receive any property or rights whatsoever on the death of the other, unless such right is created or affirmed by the other under a Last Will and Testament or other written document executed after the effective date of this Agreement. The rights waived include, but are not limited to, right of any of the following:

- A. Property that would pass from the decedent by intestate succession;

- B. Property that would pass from the decedent by testamentary disposition;
- C. A probate homestead;
- D. The setting aside of exempt property;
- E. A family allowance;
- F. The setting aside of an estate;
- G. An election to take community or quasi-community property against the decedent's Will;
- H. Statutory share of an omitted spouse;
- I. An appointment as executor or administrator of the decedent's estate, except as a nominee of a third party legally entitled to make such a nomination;
- J. An appointment as successor trustee of the decedent's trust, if any;
- K. Property that would pass from the decedent by non-probate transfer such as the survivorship interest under a joint tenancy, a Totten trust account or other payable on death account;
- L. Except as provided in this Agreement, proceeds of any life insurance policy, unless either Husband or Wife are designated as a beneficiary subsequent to the effective date of this Agreement;
- M. Property, powers, rights or interests under any trust of the decedent; and
- N. All rights under death benefit provisions of any contract or document of the decedent.

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12.0 GENERAL PROVISIONS

12.1 This Agreement is intended by the parties to finally and irrevocably settle their rights, demands and obligations, each to the other, marital or otherwise. This Agreement shall not depend for its effectiveness on the approval of any court or be affected thereby. However, in the pending dissolution proceedings this Agreement shall be submitted to the court for approval and an order submitted that the executory provisions hereof be performed. This Agreement shall, however, survive incorporation into the Judgment of Dissolution of Marriage and survive the execution and delivery by either party of any and all instruments mentioned herein.

12.2 Each of the parties hereto shall execute promptly all documents and instruments now or hereafter reasonably necessary or convenient to vest the titles and estates in them respectively as herein provided, and at any time and from time to time shall execute all other instruments and documents which may be necessary or proper to effectuate the purpose and intent of this Agreement. In the event either party refuses to execute any such document or instrument, the court upon 48 hours telephonic notice to the other party, may order the County Clerk to execute such needed documents. Notwithstanding the failure or refusal of either party to execute any such instrument, this Agreement constitutes a full and complete transfer and conveyance of the properties herein designated as being transferred, conveyed or assigned by each party.

12.3 No waiver of the breach of any of the terms and provisions of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any provision hereof.

12.4 This Agreement shall inure to the benefit of and be binding upon, as the case may be, the parties hereto and their respective heirs, successors, executors, administrators, assigns and legal representatives, except as otherwise provided herein.

12.5 Each of the parties hereby waives request for a statement of decision, right of motion for new trial, time of motion for new trial, right of appeal and time of appeal.

12.6 This Agreement contains the entire agreement of the parties on the matters it covers and it supersedes any previous agreement between them. No other agreement, statement or promise made by or to either of the parties shall be binding on the parties unless it is in a subsequent writing and signed by both of the parties.

12.7 Any reconciliation between the parties shall not cancel, terminate or modify the force or effect of any provision of this Agreement dealing with the present assets or obligations of either or both of the parties, unless by a written instrument fully signed by the parties.

12.8 This Agreement, and the provisions of any Judgment based thereon may only be modified, amended, terminated, canceled, rescinded or altered by an agreement in writing signed by both parties. The provisions of Civil Code Sections 1698(b)(c) and (d) and Sections 1699 and 1700 shall not apply to this Agreement or any judgment or obligation based upon this Agreement.

12.9 If any paragraph, provision or portion of this Agreement shall be held unenforceable or invalid, the remaining paragraphs, provisions and portions hereof shall nevertheless be carried into effect.

12.10 Each party to this Agreement acknowledges and declares that he or she respectively:

A. Is fully and completely informed as to the facts relating to the subject matter of this Agreement and as to the rights and liabilities of both parties.

B. Enters into this Agreement voluntarily, free from fraud, undue influence, coercion or duress of any kind.

C. Has given careful and mature thought to the making of this Agreement.

D. Has carefully read each of the provisions of this Agreement.

E. Fully and completely understands each provision of this Agreement.

12.11 Husband and Wife acknowledge that each is aware of and understands Family Code Section 2024, advising parties to a dissolution of marriage to review their wills, insurance policies, retirement benefit plans, credit cards, credit accounts, credit lines and other matters that they may wish to change. Husband and Wife acknowledge and understand that they have been advised to review all property rights and employment benefits that have survivorship or inheritance factors (including, without limitation, life insurance, pensions, trusts, jointly held real and personal property, and bank accounts) to insure that each expresses the present intent of the parties, particularly with respect to title and beneficiary designation and/or conforms to the requirements of the parties under this Agreement.

12.12 The parties shall retain their respective Social Security rights as their sole and separate property. Under present law one party may have derivative rights to obtain payment from the Social Security System from employment by the other party during the marriage; any such payments made directly to a party shall constitute the sole and separate property of the recipient.

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13.0 EFFECTIVE DATE

The parties have executed this Marital Settlement Agreement at Napa, California, on _____, 2007. This Agreement is intended by the parties to be effective as of said date.

Dated: _____

CAROLINA O'HAGIN ("Wife")

Dated: _____

HARRY O'HAGIN ("Husband")

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O'Hagin Marital Settlement
Agreement (07/26/07)

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13.0 EFFECTIVE DATE

The parties have executed this Marital Settlement Agreement at Sebastopol calif
2009 Cal
03-20 - 2007. This Agreement is intended by the parties to be effective as of
said date.

Dated: 03-20-2007

Carolina O'Hagin
CAROLINA O'HAGIN ("Wife")

Dated: 09/28/07

Harry O'Hagin
HARRY O'HAGIN ("Husband")

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O'Hagin Marital Settlement
Agreement (07/28/07)

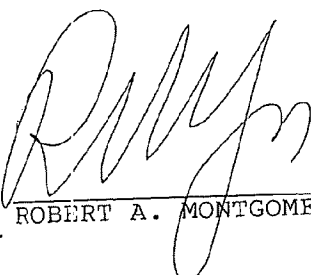
-24-

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ATTORNEY CERTIFICATION

The undersigned hereby certifies that he is an attorney at law duly licensed and admitted to practice in the State of California; that he has been employed by and compensated by CAROLINA O'HAGIN, one of the parties to the foregoing Agreement; that he has advised and consulted with CAROLINA O'HAGIN in connection with all issues involved in the marriage dissolution proceeding and has fully explained to her the legal effect of the foregoing Agreement and the effect which it has upon rights otherwise obtained as a matter of law; that he has advised her of her right to employ formal discovery procedures, including, without limitation, the right to obtain appraisals of real and personal property assets and the right to employ accountants to investigate the financial circumstances of the parties; that he has specifically advised her that by execution of the foregoing Marital Settlement Agreement, she is making a final and binding agreement with respect to the community property of the marriage and the separate property of both parties; that CAROLINA O'HAGIN after being fully advised by the undersigned, acknowledged to the undersigned that she understood the legal effect of the foregoing Agreement and executed the same freely and voluntarily.

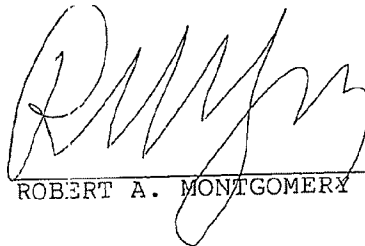
DATED: 3/26/09O'Hagin Marital Settlement
Agreement (07/26/07)
-25- ROBERT A. MONTGOMERYHD 16
CO CO

033

ATTORNEY CERTIFICATION

The undersigned hereby certifies that he is an attorney at law duly licensed and admitted to practice in the State of California; that he has been employed by and compensated by CAROLINA O'HAGIN, one of the parties to the foregoing Agreement; that he has advised and consulted with CAROLINA O'HAGIN in connection with all issues involved in the marriage dissolution proceeding and has fully explained to her the legal effect of the foregoing Agreement and the effect which it has upon rights otherwise obtained as a matter of law; that he has advised her of her right to employ formal discovery procedures, including, without limitation, the right to obtain appraisals of real and personal property assets and the right to employ accountants to investigate the financial circumstances of the parties; that he has specifically advised her that by execution of the foregoing Marital Settlement Agreement, she is making a final and binding agreement with respect to the community property of the marriage and the separate property of both parties; that CAROLINA O'HAGIN after being fully advised by the undersigned, acknowledged to the undersigned that she understood the legal effect of the foregoing Agreement and executed the same freely and voluntarily.

DATED: 3/26/09


ROBERT A. MONTGOMERY

O'Hagin Marital Settlement
Agreement (07/26/07)

-25-

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ATTORNEY CERTIFICATION

The undersigned hereby certifies that he is an attorney at law duly licensed and admitted to practice in the State of California; that he has been employed by HARRY O'HAGIN, one of the parties to the foregoing Agreement; that he has advised and consulted with HARRY O'HAGIN in connection with all issues involved in the marriage dissolution proceeding and has fully explained to him the legal effect of the foregoing Agreement and the effect which it has upon rights otherwise obtained as a matter of law; that he has advised him of his right to employ formal discovery proceedings, including, without limitation, the right to obtain appraisals of real and personal property assets and the right to employ accountants to investigate the financial circumstances of the parties; that he has specifically advised him that by execution of the foregoing Marital Settlement Agreement, he is making a final and binding agreement with respect to the community property of the marriage and the separate property of both parties; that HARRY O'HAGIN after being fully advised by the undersigned, acknowledged to the undersigned that he understood the legal effect of the foregoing Agreement and executed the same freely and voluntarily.

Goddard LLP



BRADLEY A. PATTERSON

DATE: October 1, 2007

ATTORNEY CERTIFICATION

The undersigned hereby certifies that she is an attorney at law duly licensed and admitted to practice in the State of California; that she has been employed by HARRY O'HAGIN, one of the parties to the foregoing Agreement; that she has advised and consulted with HARRY O'HAGIN in connection with all issues involved in the marriage dissolution proceeding and has fully explained to him the legal effect of the foregoing Agreement and the effect which it has upon rights otherwise obtained as a matter of law; that she has advised him of his right to employ formal discovery procedures, including, without limitation, the right to obtain appraisals of real and personal property assets and the right to employ accountants to investigate the financial circumstances of the parties; that she has specifically advised him that by execution of the foregoing Marital Settlement Agreement, he is making a final and binding agreement with respect to the community property of the marriage and the separate property of both parties; that HARRY O'HAGIN after being fully advised by the undersigned, acknowledged to the undersigned that he understood the legal effect of the foregoing Agreement and executed the same freely and voluntarily.

Jehrson, Anderson, Miller & Moskowitz

DATE _____

LAWRENCE A. MOSKOWITZ

**CALIFORNIA ALL-PURPOSE
ACKNOWLEDGMENT**

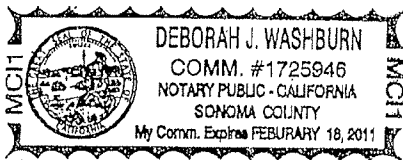
State of California
County of Sonoma

On March 20, 2009 before me, Deborah J. Washburn, Notary Public, personally appeared
Carolyn D'Hagin

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



[Signature]
Deborah J. Washburn
Notary Public, Sonoma County
Commission #1725946
Expires February 18, 2011

☐ If marked, then attached pages will bear embossment of above notary.

Optional: Not required by law, however, may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

Signature Authority of Signer:

- ☐ Individual
☐ Corporate Officer(s)

(Title)
☐ Partner (Limited or General)
☐ Attorney In Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other _____

Number of Pages: _____

Date of Document: _____

Signer(s) other than Named Above:

Description of Attached Documents:

Title or type of Document: Marriage Settlement
Agreement

037

Case Number	Country	Application No.	Filing Date	Patent No.	Issue Date
DANIBO.007A	US	09/034736	3/3/1998	6050039	4/18/2000
DANIBO.07C1	US	09/444036	11/19/1999	6354051	3/12/2002
DANIBO.007VDE	DE	99911049.7	3/3/1999	0980498	12/15/2004
DANIBO.007VEP	EP	99911049.7	3/3/1999	0980498	12/15/2004
DANIBO.007VES	ES	99911049.7	3/3/1999	0980498	12/15/2004
DANIBO.008A	US	07/924738	8/4/1992		
DANIBO.008DA1	US	29/132818	11/16/2000	DES457234	5/14/2002
DANIBO.008DA2	US	29/132824	11/16/2000	DES458391	6/4/2002
DANIBO.008DA3	US	29/132825	11/16/2000	DES456531	4/30/2002
DANIBO.008DA4	US	29/132827	11/16/2000	DES458392	6/4/2002
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