

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PAT1767907

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
G-Rods International, Inc.	03/31/2022
RECEIVING PARTY DATA	
Individual Name:	Michael Saegert
Street Address:	3613 Sutter Court
City:	Fort Worth
State/Country:	TEXAS
Postal Code:	76137
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	10064400
Patent Number:	10327429
CORRESPONDENCE DATA	
Fax Number:	8174479954
<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:	(817)447-9955
Email:	jim@waltonpllc.com
Correspondent Name:	James E. Walton
Address Line 1:	1169 N. Burleson Blvd., Suite 107-328
Address Line 4:	Burleson, TEXAS 76028
ATTORNEY DOCKET NUMBER:	1888JW-63056
NAME OF SUBMITTER:	James Walton
SIGNATURE:	/James Walton/
DATE SIGNED:	01/20/2025
This document serves as an Oath/Declaration (37 CFR 1.63).	
Total Attachments: 5	
source=Compromise Settlement and Mutual Release - Full#page1.tiff	
source=Compromise Settlement and Mutual Release - Full#page2.tiff	
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COMPROMISE SETTLEMENT AND MUTUAL RELEASE

This Compromise Settlement and Mutual Release (hereinafter sometimes referred to as the "Agreement") is made and entered into on this ____ day of _____ 2022, by and between Michael Saegert ("Saegert"), G-Rods International, Inc. f/k/a G-Rods International, LLC ("G-Rods"), and Glenn Miller and Vanhdy Miller (collectively "Millers"). Collectively the foregoing individuals and entities are referred to in this Agreement as the "parties."

RECITALS

1. WHEREAS, Mr. Saegert invested money in G-Rods. Mr. Saegert also made loans to G-Rods. A dispute arose and Mr. Saegert sued G-Rods and the Millers in the 162nd Judicial District Court of Dallas County, Cause Number DC-21-1676; case styled Michael Saegert v. Glenn Miller, Vandhy Miller, and G-Rods International Inc. f/k/a G-Rods International LLC. Mr. Saegert sought a declaratory judgment, and alleged claims sounding of common law fraud, fraud by nondisclosure, breach of fiduciary duty, negligent misrepresentation, fraudulent inducement, and breach of contract. Mr. Saegert asked the court to order an accounting, pierce the corporate veil, appoint a receiver, and issue a permanent injunction.

2. WHEREAS the Millers have filed a voluntary petition for relief under chapter 13 of the United States Bankruptcy Code, and such case is pending as Case No. 21-41403 before the United States Bankruptcy Court for the Eastern District of Texas, Sherman Division (the "Bankruptcy Court").

3. WHEREAS, in lieu of the expense and time involved in litigation, the parties have agreed to the resolution, compromise and settlement of all disputes, claims and controversies among them as provided herein.

4. NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged the parties agree as follows:

- a. Glenn Miller, Vanhdy Miller, and G-Rods agree to irrevocably release, assign, and transfer to Michael Saegert all rights to the G-Rods name, logos, trademarks, patents, social media accounts, website domains, email addresses, webhosting, ecommerce, and any other intellectual property asset created or owned by G-Rods or for G-Rods's benefit. The foregoing includes Patent Number 10064400, and patents identified and related to Applications US 20160353723 A1 and US 20160353724 A1.
- b. Glenn Miller, Vanhdy Miller, and G-Rods agree to provide Michael Saegert all hardware, software, drawings, tooling, molds, designs, mock-ups, storyboards, prototypes, schematics, formulas, and any other items,

document, or electronic data about or pertaining to G-Rods's patents, research and development, or products.

- c. Glenn Miller, Vanhdy Miller, and G-Rods agree to provide Michael Saegert all information and documents, whether electronic or paper, documenting manufacturing agreements, contact information, trade, import, licensing, and any information useful to the manufacturing, sourcing, or tooling of G-Rods's products.
- d. Glenn Miller, Vanhdy Miller, and G-Rods agree to fully cooperate in the transfer of the foregoing assets to Mr. Saegert, including signing any documents presented for the purpose of facilitating the transfer.
- e. Glenn Miller, Vanhdy Miller, and G-Rods agrees to provide Mr. Saegert all financial documents pertaining to G-Rods, including bank statements, tax filings, accounting records from the 2015 to present day.
- f. Glenn Miller and Vanhdy Miller each promise to supplement the information about G-Rods's operations and provide new information to Saegert about G-Rods's operations as new information becomes available.
- g. Glenn Miller and Vanhdy Miller each promise to cooperate with Mr. Saegert in arranging pickup of an enclosed trailer, owned and titled to Mr. Saegert, which is currently stored on the Millers' property.
- h. Glenn Miller, Vanhdy Miller, and G-Rods, individually on their respective behalf, and on behalf their respective heirs, executors, administrators, successors, subsidiaries, divisions, affiliates, assignees, designees, and agents, releases, remises, and forever discharges Michael Saegert from all claims, suits, actions, charges, demands, judgments, costs and executions present and future, known or unknown, both legal and equitable in any manner arising out of the dispute hereof.
- i. Michael Saegert, on his behalf, and on behalf of his heirs, executors, administrators, successors, subsidiaries, divisions, affiliates, assignees, designees, and agents, releases, remises, and forever discharges Glenn Miller, Vanhdy Miller, and G-Rods from all claims, suits, actions, charges, demands, judgments, costs and executions present and future, known or unknown, both legal and equitable in any manner arising out of the dispute hereof.
- j. The parties acknowledge that in executing this Settlement Agreement and Mutual Release, they have carefully reviewed and had the

opportunity to review the terms of this Compromise Settlement and Mutual Release, with counsel of their choice and are fully aware of the extent of their rights and obligations under this Agreement. The parties further agree that the language of this Compromise Settlement and Mutual Release shall not be construed presumptively against any of the parties to this Compromise Settlement and Mutual Release.

TERMS AND CONDITIONS

5. **Incorporation.** This Agreement contains the entire agreement of the Parties to this Agreement and supersedes any prior written or oral agreements between the Parties with respect to the subject matter of this Agreement.

6. **Severability.** The provisions of this Agreement are severable. The invalidity, in whole or in part, of any provision of this Agreement will not affect the validity or enforceability of any other provisions. In the event that one or more provisions of this Agreement are declared invalid or unenforceable by a court of competent jurisdiction, the remaining provisions will remain in full force and effect and shall be construed in the broadest possible manner to effectuate the purpose of this Agreement.

7. **Enforceability.** If a court of competent jurisdiction declares one or more provisions of this Agreement invalid or unenforceable for any reason, the Parties agree to replace, and if they cannot agree, the court will replace, such void or unenforceable provision of this Agreement with valid and enforceable provision that will achieve, to the fullest extent possible, the economic, business, and other purposes of the void or unenforceable provisions.

8. **Modifications.** Alterations, modifications, or amendments of a provision of this Agreement shall not be binding unless such alteration, modification, or amendment is in writing and signed by an authorized representative of each Party.

9. **Bankruptcy Court Approval.** This Agreement is not final and enforceable between the parties until approved by order of the Bankruptcy Court.

10. **Scope.** The headings and captions of this Agreement are inserted for reference convenience and do not define, limit, or describe the scope or intent of this Agreement or any particular section, paragraph, or provision of this Agreement. Unless otherwise expressly provided, the words "include(s)," "included," or "including" do not limit the preceding words or terms. Pronouns shall refer to the masculine, feminine, neuter, singular, or plural as the context shall require.

11. **Choice of Law.** This Agreement shall be construed in accordance with and governed by the internal law of the State of Texas (without reference to its rules as

to conflicts of law). The Parties irrevocably submit to the jurisdiction of the Bankruptcy Court with respect to any action or proceeding arising out of or relating to this Agreement. The Parties consent to and grant to any such court jurisdiction over the persons of such Parties and over the subject matter of any such dispute.

12. Drafter. Despite the possibility that one Party or its representatives may have prepared the initial draft of this Agreement or played a greater role in the preparation of subsequent drafts, the Parties agree that neither of them shall be deemed the drafter of this Agreement, no provision will be construed in favor of one Party on the ground that such provision was drafted by the other. In the event that any claim is made by a Party relating to any conflict, omission, or ambiguity in the provisions of this Agreement, no presumption or burden of proof or persuasion shall be implied because this Agreement was prepared by or at the request of either Party or its counsel.

13. Costs of Breaching. In any suit or action brought to enforce any term, condition, or covenant of this Agreement, or to recover damages arising from any breach of the foregoing instruments, the breaching party will pay the non-breaching party's reasonable attorneys' fees and all other reasonable costs and expenses that may be incurred by the non-breaching party if it is the substantially prevailing or successful party in any suit, action, or any reviews or appeals, including those fees and costs incurred in any bankruptcy case or proceeding. Before initiating any suit or action, the parties agree to attempt, in good faith, to resolve the dispute by non-binding mediation.

14. Notices. All notices, requests, or consents required or permitted under this Agreement shall be in writing (including electronic form) and shall be delivered to the address set forth by each Party in this Agreement, or to such other party and/or address as any of such Parties may designate in a written notice served upon the other Parties in the manner provided for in this Agreement. Each notice, request, consent, or other communication shall be given and shall be effective: (1) if delivered by hand, when so delivered; (2) if delivered by nationally recognized overnight courier service or send by United States Express Mail, upon confirmation of delivery; (3) if delivered by certified or registered mail, on the third following day after deposit with the United State Postal Service; or (4) if delivered by facsimile or email, upon confirmation of successful transmission.

15. Signing Authority. This Agreement may be executed in any number of counterparts, each of which may be executed by less than all of the Parties, each of which shall be enforceable against the Parties actually executing such counterparts, and all of which together shall constitute one instrument. This Agreement may be executed by facsimile signature; such signature is deemed an original signature.

16. **Confidentiality.** The Parties agree to keep the terms of this Agreement and its contents confidential and not to disclose the Agreement or its contents to any third party.

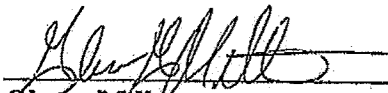
17. **Assignment.** The Parties warrant that no claims, demands, damages, actions, causes of action, or suits in equity, have been filed, asserted, or assigned to a third party.

18. **Liability.** This Release does not constitute an admission of liability by any party.

19. **Consideration.** The consideration stated is contractual in nature and not a mere recital.


20. **Independent Counsel.** You are encouraged to consult an attorney before signing this agreement.

This is a full and final release of all claims regarding the aforementioned dispute. This means that the parties can never sue each other over any claims released herein.



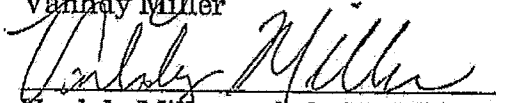
Glenn Miller

Dated: 03/31/2022



Vanhdy Miller

Dated: 03/31/2022



Vanhdy Miller on behalf of G-Rods

Dated: 03/31/2022



Michael Saegert

Dated: 01/13/2025'