

06-04-2003

Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
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T U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): **5-3023**
DRT HOLDINGS, INC.

 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other (a Nevada corporation)

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: IOM HOLDINGS, INC.
Internal Address: _____
Street Address: 1300 E. Wakeham Avenue
City: Santa Ana State: CA Zip: 92705

 Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation-State Nevada
 Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____
Execution Date: 11/5/2000

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) _____
B. Trademark Registration No.(s) 2254252, 2257795

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Susan J. Barricella, Esq.
Internal Address: Rutan & Tucker, LLP

Street Address: 611 Anton Blvd., 14th Floor

City: Costa Mesa State: CA Zip: 92626

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41).....\$ 65.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.

Susan J. Barricella *Susan J. Barricella* *May 23, 2003*
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 5

06/03/2003 6TON11 00000094 2254252
01 FC:4521 40.00 OF
02 FC:4522 25.00 OF

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 002745 FRAME: 0836

**SETTLEMENT
AND MUTUAL RELEASE AGREEMENT**

This Settlement and Mutual Release Agreement (the "Agreement") is made and entered into by and between IOM Holdings, Inc. ("IOMH") and DRT Holdings, Inc. ("DRTH") and is dated Nov. 5, 2000.

RECITALS

This Agreement is entered into with reference to the following facts:

- A. IOMH has loaned \$1 million to DRTH (the "Loan").
- B. DRTH has recently indicated that it cannot pay back the Loan.

NOW, THEREFORE, in consideration of the covenants and promises contained herein, and for other good and valuable consideration, the existence and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. Representations and Warranties.

1.1 Authority. Each Party represents and warrants that the person signing this Agreement on behalf of the respective Parties has full power and authority to cause such Party to enter into this Agreement on its behalf, and to bind such Party to the terms hereof.

1.2 Ownership of Released Matters. The Parties hereby warrant and represent that they are the sole and lawful owners of all rights, title and interests in and to all "Claims", as hereinafter defined, and that they have not heretofore assigned or transferred or purported to assign or transfer to any other person any released matters or any part or portion of any "Claims", "Released Matters" as defined herein.

2. Mutual Release.

2.1 DRTH hereby transfers and assigns all of its assets to IOMH free and clear of all liens and encumbrances, except financial institution liens. As consideration for such transfer, IOMH and DRTH hereby expressly release each other (including each party's directors, officers, shareholders, assigns, employees, agents, predecessors and attorneys) from any legal or equitable claims, including, but not limited to Claims arising from the \$1 million loan, under or through them, both past and present, from any and all manner of action or actions, cause or causes of action, in law or in equity, suits, debts, liens, contracts (express, implied in fact, or implied in law), agreements, promises, liabilities, claims, set offs, rights and claims for indemnity and/or contribution, refunds, overpayments, demands, damages, losses, costs, or expenses, of any nature whatsoever, known or unknown, suspected or unsuspected, fixed or

contingent, which each now has or may hereafter have by reason of any matter, cause or thing whatsoever from the beginning of time to the date hereof (the "Released Matters").

2.2 As further consideration under this settlement and release, all shares of DRTH shall be transferred to Fei Fei Linn and all officers and directors of DRTH shall resign. Fei Fei Linn shall become the sole officer and director.

3. California Civil Code § 1542 Waiver.

The Parties hereby expressly waive all rights under the provisions of § 1542 of the Civil Code of the State of California and any similar rights in any state or territory or under any similar statute or regulation of the United States or any of its agencies. Section 1542 of this California Civil Code reads as follows:

"A general release does not extend to the 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."

4. Compromise.

This Agreement and the releases contained herein affect the compromise and settlement of disputed and contested claims and nothing contained herein shall be construed as an admission by any Party hereto of any liability of any kind to any other Party. Each Party hereby expressly denies that it is in any way liable to any other Party to this Agreement.

5. Benefit and Burden.

This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their representatives, successors, assigns, agents, servants, employees, predecessors, assignors, officers, directors, shareholders, partners, parent companies, subsidiary companies and affiliates.

6. Cooperation.

The Parties hereto agree to execute, acknowledge and deliver such further and additional instruments and documents as reasonably shall be required or appropriate to implement, confirm or perfect the provisions and intentions of this Agreement.

7. Waiver and Amendment.

This Agreement may only be amended by a written agreement executed by all of the Parties hereto.

8. Governing Law.

This Agreement and any other documents referred to herein shall be governed by, construed and enforced in accordance with the laws of the State of California. Venue for any proceeding to construe or enforce this Agreement, shall be the Superior Court in and for the County of Orange.

10. No Admission.

In entering into this Agreement, no Party herein is admitting the sufficiency of any claims, allegations, assertions, contentions, or positions of any other party, nor the sufficiency of the defenses of such claims, allegations, assertions, contentions, or positions.

11. Entire Agreement.

All agreements, covenants, representatives and warranties, express and implied, oral and written, of the Parties hereto concerning the subject matter hereof are contained herein. No other agreements, covenants, representations or warranties, express or implied, oral or written, have been made by any party hereto to any other Party concerning the subject matter hereof. All prior and contemporaneous conversations, negotiations, possible and alleged agreements, representations, covenants and warranties concerning the subject matter hereto are merged herein. This is an Integrated Agreement.

12. Construction.

Each Party and counsel for each Party have reviewed and revised this Agreement, and the normal rule of construction to the effect that any ambiguities in this Agreement are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

13. Counterparts.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the Parties at such time as all of the signatories hereto have signed a counterpart of this Agreement. All counterparts so executed shall constitute one Agreement binding on all the parties hereto, notwithstanding that all Parties hereto shall sign a sufficient number of counterparts so that each Party will receive a fully executed original of this Agreement.

14. Understanding.

The Parties hereto, and each of them, represent, warrant and agree as follows:

14.1 They have received independent legal advice from their attorneys with respect to the advisability of making the settlement provided for herein and in entering into this Agreement; and

14.2 They have made such investigation of the facts pertaining to the settlement and the release of all matters pertaining hereto as they deem necessary or desirable.

14.3 Each of the Parties hereto understands that he/she has been advised to seek independent counsel regarding the legal ramifications of the attached Agreement. Neither the principals of Strawberry nor the principals of Manhattan are providing legal advice or recommending that the Limited Partners execute this Agreement, as each Limited Partner is relying upon its own business judgment and has been provided with the opportunity to consult with independent counsel, it being understood that there is a conflict of interest in Strawberry or Manhattan providing such advice or recommendation.

15. Voluntary Agreement.

The Parties hereto, and each of them, further represent and declare that they have carefully read this Agreement and know the contents thereof and that they sign the same freely and voluntarily.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the ___ day of Nov 5, 2002.

IOM HOLDINGS, INC.

BY: 

TITLE: PRESIDENT

DRT HOLDINGS, INC.

BY: 

TITLE: PRESIDENT