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103667191

Resub. 4-23-2014

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Facilitec USA, Inc.		09/20/2013	CORPORATION: ILLINOIS

RECEIVING PARTY DATA

Name:	Stavros Enterprises, Inc.
Street Address:	661 Brea Canyon Road
Internal Address:	Suite 2
City:	Walnut
State/Country:	CALIFORNIA
Postal Code:	91789
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Serial Number:	75434213	F
Registration Number:	2352474	F

CORRESPONDENCE DATA

Fax Number: 8154556727  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
 Phone: 8154551600  
 Email: john.collins@facilitec-east.com  
 Correspondent Name: John K. Collins  
 Address Line 1: 824 S. Main St, Ste 202  
 Address Line 4: Crystal Lake, ILLINOIS 60014

NAME OF SUBMITTER: John K. Collins  
 SIGNATURE: /John K. Collins/  
 DATE SIGNED: 04/03/2014

Total Attachments: 10  
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## SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement (“Agreement”) is entered into by and between the following parties (collectively, the “Parties”): Stavros Enterprises, Inc. d/b/a Facilitec West (“Facilitec West”), JWC Services, Inc., d/b/a Facilitec East (“Facilitec East”), SEL Management, Inc. d/b/a Facilitec Mid-Central (“Facilitec Mid-Central”), Hood Specialists, Inc. d/b/a Facilitec Southwest (“Facilitec Southwest”), Averus, Inc. (“Averus”), Averus USA, Inc. (“Averus USA”), Facilitec Central, Inc. (“Facilitec Central”), Facilitec USA, Inc. (“Facilitec USA”), Joseph Harvey (“Harvey”) and Daryl Mirza (“Mirza”). In consideration of and in reliance upon the terms of this Agreement, including the recitals, the Parties mutually agree as follows:

### DEFINITIONS

1. “Facilitec West” shall mean Stavros Enterprises, Inc. d/b/a Facilitec West and its past, present, and future agents, principals, servants, employees, directors, officers, shareholders, representatives, parents, successors, heirs and assigns.
2. “Facilitec East” shall mean JWC Services, Inc., d/b/a Facilitec East and its past, present, and future agents, principals, servants, employees, directors, officers, shareholders, representatives, parents, successors, heirs and assigns.
3. “Facilitec Mid-Central” shall mean SEL Management, Inc. d/b/a Facilitec Mid-Central and its past, present, and future agents, principals, servants, employees, directors, officers, shareholders, representatives, parents, successors, heirs and assigns.
4. “Facilitec Southwest” shall mean Hood Specialists, Inc. d/b/a Facilitec Southwest and its past, present, and future agents, principals, servants, employees, directors, officers, shareholders, representatives, parents, successors, heirs and assigns.

5. "Averus" shall mean Averus, Inc. and its past, present, and future agents, principals, servants, employees, directors, officers, shareholders, representatives, parents, successors, heirs and assigns.

6. "Averus USA" shall means Averus USA, Inc., and its past, present, and future agents, principals, servants, employees, directors, officers, shareholders, representatives, parents, successors, heirs and assigns.

7. "Facilitec Central" shall mean Facilitec Central, Inc., and its past, present, and future agents, principals, servants, employees, directors, officers, shareholders, representatives, parents, successors, heirs and assigns.

8. "Facilitec USA" shall mean Facilitec USA, Inc., and its past, present, and future agents, principals, servants, employees, directors, officers, shareholders, representatives, parents, successors, heirs and assigns.

9. "Harvey" shall mean Joseph Harvey and his past, present, and future agents, heirs assigns, and companies.

10. "Mirza" shall mean Daryl Mirza and his past, present, and future agents, heirs, assigns and companies.

11. "The Lake County Lawsuit" shall mean the lawsuit filed by Averus against Facilitec East, Facilitec West, and Facilitec Mid-Central on January 4, 2013, in the Nineteenth Judicial Circuit, Lake County, Illinois, Case No. 1310008.

12. "The Federal Court Lawsuit" shall mean the lawsuit filed by Facilitec West against Averus, Facilitec Central, Facilitec USA, Harvey and Mirza on March 18, 2013, in the United States District Court for the Northern District of Illinois, Case No. 13-cv-02075.

13. "The Counterclaim" shall mean the counterclaim for declaratory judgment filed by Averus, Facilitec Central, Facilitec USA, Harvey and Mirza in the Federal Court Lawsuit.

14. "The Cook County Lawsuit" shall mean the lawsuit previously filed by Facilitec East, Facilitec West, and Facilitec Mid-Central in the Circuit Court of Cook County, Case No. 11 CH 11044, against Facilitec USA and other defendants, which was settled by agreement of the parties.

15. "Effective Date" shall mean the date on which the Parties, through their counsel or otherwise, accept the terms of this Agreement.

16. "Central region" means the States of Illinois, Indiana, Kentucky, Tennessee, Missouri, Iowa, Wisconsin, Minnesota, Kansas and Colorado.

#### RECITALS

WHEREAS, On January 4, 2013, Averus filed the Lake County Lawsuit alleging that Facilitec East, Facilitec West, and Facilitec Mid-Central's use of the "Circle f" Design mark was infringing on Averus' "Circle f" Design trademark. Averus further alleged that Facilitec Mid-Central tortiously interfered with Averus' prospective economic advantage.

WHEREAS, on February 22, 2013, Facilitec East, Facilitec West, and Facilitec Mid-Central filed their Answer and Affirmative Defenses to the Lake County Lawsuit.

WHEREAS, on March 18, 2013, Facilitec West filed the Federal Court Lawsuit against Averus, Facilitec Central, Facilitec USA, Harvey and Mirza. The Federal Court Lawsuit alleged claims pursuant to the Lanham Act for trademark infringement, unfair competition, and trademark cancellation, violations of the Illinois Consumer Fraud and Deceptive Practices Act, the Illinois Uniform Trade Practices Act, common law breach of contract, and for declaratory judgment.

WHEREAS, on April 22, 2013, Averus, Facilitec Central, Facilitec USA, Harvey and Mirza filed their Answer, Affirmative Defenses, and the Counterclaim in the Federal Court Lawsuit.

WHEREAS, on June 13, 2013, Facilitec West filed its Answer and Affirmative Defenses to the Counterclaim.

WHEREAS, Facilitec East, Facilitec West, and Facilitec Mid-Central deny any and all allegations of wrongdoing in the Lake County Lawsuit and the Counterclaim.

WHEREAS, Averus, Facilitec Central, Facilitec USA, Harvey and Mirza deny any and all allegations of wrongdoing in the Federal Court Lawsuit.

WHEREAS, in order to avoid the uncertainties, trouble and expense of litigation, the Parties desire to settle all claims that they may have against one another that could have been asserted against one another in the Lake County Lawsuit, the Federal Court Lawsuit and the Counterclaim, without in any way acknowledging liability or conceding the viability of any claims or defenses against them.

NOW, THEREFORE, in consideration of the following settlement agreement and release and other good and valuable consideration set forth herein, the sufficiency and receipt thereof being acknowledged, the Parties agree as follows:

#### **CONSIDERATION**

1. Averus, Averus USA, Facilitec Central, Facilitec USA, Harvey and Mirza will withdraw and relinquish any and all claims and rights, if any, to use the name "Facilitec", the "Circle f" trademark, and any other symbols, trademarks, marks, or logos related to or associated with "Facilitec," in any form and in any territory in the world. In doing so, Averus, Averus USA, Facilitec Central, Facilitec USA, Harvey and Mirza understand and agree that they cannot

use the name "Facilitec" or the "Circle f" trademark, or any other similar names, marks, trademarks, or logos on their vehicles, signage, uniforms, advertising, stationary or the like, with the exception that they may reference their prior affiliation with "Facilitec Central," "Facilitec USA," or "Facilitec Southeast," but not to the name "Facilitec" standing alone, as explained in Paragraph 3 below.

2. Averus, Averus USA, Facilitec Central, Facilitec USA, Harvey and Mirza will transfer and assign U.S. Registration No. 4232161 and U.S. Registration No. 2352474 for the "Circle f" Design mark and any and all remaining U.S. or State specific registrations for the "Facilitec" name, "Circle f" trademark, or any other mark, trademark, logo or symbol associated with or related to "Facilitec", including all goodwill associated therewith and symbolized thereby, to Facilitec West. In doing so, Averus, Averus USA, Facilitec Central, Facilitec USA, Harvey and Mirza agree to execute all documents to effectuate a full transfer of such rights.

3. To the extent that Averus, Averus USA, Facilitec Central, Facilitec USA, Harvey and Mirza reference their prior affiliation to "Facilitec" in any promotional or advertising literature, including in any website, or in any manner on the World Wide Web, the reference must be to "Facilitec Central," "Facilitec USA," or "Facilitec Southeast" and not to the name "Facilitec" standing alone.

4. Averus, Averus USA, Facilitec Central, Facilitec USA, Harvey and Mirza agree that they will not use the website "facilitec-central.com" as a stand-alone website for purposes of advertising or promoting their business. Rather, the web address may only be used, as in its current form and function, to direct others to Averus' website. Averus, Averus USA, Facilitec Central, Facilitec USA, Harvey and Mirza further agree that they will not use any other web address containing the word "Facilitec."

5. Facilitec East, Facilitec West, Facilitec Mid-Central, and Facilitec Southwest agree that for a period of eighteen (18) months from the Effective Date, they will not do work in the Central region for any of Averus' current customers, except they may do work under the following conditions:

a. Facilitec East, Facilitec West, Facilitec Mid-Central and/or Facilitec Southwest are approached by Averus' customers and Averus' customers request their services;

b. Facilitec East, Facilitec West, Facilitec Mid-Central and/or Facilitec Southwest are asked to bid on services for a group of restaurants, which are not current customers, and the group of restaurants includes locations in the Central region that Averus services;

c. Facilitec East, Facilitec West, Facilitec Mid-Central, and/or Facilitec Southwest are approached by their current customers to service locations in the Central region that Averus services.

#### **MUTUAL RELEASES**

6. Averus, Averus USA, Inc. Facilitec Central, Facilitec USA, Harvey and Mirza hereby release and forever discharge Facilitec East, Facilitec West, Facilitec Mid-Central, and Facilitec Southwest from any claims, causes of action, counterclaims, defenses and/or third party demands, known or unknown, of any kind whatsoever, whether arising by common law, statute or otherwise, whether based in law or in equity, that have been asserted, or could have been asserted in the Lake County Lawsuit or Counterclaim.

7. Averus, Averus USA, Facilitec Central, Facilitec USA, Harvey and Mirza further agree that they will not file any future lawsuits against Facilitec East, Facilitec West, Facilitec Mid-Central, and/or Facilitec Southwest asserting infringement of any intellectual property



related to the name "Facilitec," the "Circle f," or any other logo, design, or mark associated with or related to the name "Facilitec."

8. Facilitec East, Facilitec West, Facilitec Mid-Central and Facilitec Southwest hereby release and forever discharge Averus, Averus USA, Facilitec Central, Facilitec USA, Harvey and Mirza from any claims, causes of action, counterclaims, third party demands, defenses, known or unknown, of any kind whatsoever, whether arising by common law, statute or otherwise, whether based in law or in equity, that have been asserted, or could have been asserted, in the Federal Court Lawsuit.

#### **DISMISSAL OF LAWSUITS**

9. Facilitec West agrees to dismiss the Federal Court Lawsuit with prejudice.

10. Averus agrees to dismiss the Lake County Lawsuit and Counterclaim with prejudice.

#### **NO ADMISSION OF LIABILITY**

11. The Parties understand and acknowledge that this Agreement does not in any way constitute or imply an admission of liability of any kind or character in any matter by any party hereto.

#### **CONFIDENTIALITY**

12. The Parties agree to keep confidential and not disclose to any third party the terms and conditions of this Agreement, or any of the negotiations and discussions that preceded its making, except as follows: (i) as is necessary to effectuate any term or provision of the Agreement, including any subsequent litigation to enforce the Agreement; (ii) to a party's accountants, lawyers, regulators, auditors or insurers; and (iii) as required by law or court order

upon notice to the other party sufficiently in advance of such disclosure to permit the other party to seek a protective order.

### **DUTY TO NOTIFY**

13. If any Party to this Agreement wishes to commence any future litigation against any other Party to this Agreement, including an action to enforce this Agreement, the pursuing party must notify the opposing party of the alleged wrongful or breaching conduct before litigation is commenced and be provided forty-five (45) days from the date of notification to cure the claimed wrongful or breaching conduct.

### **MISCELLANEOUS PROVISIONS**

14. If one or more provisions of this Agreement are held to be illegal or unenforceable, such illegal or unenforceable provision shall be limited or excluded from this Agreement to the minimum extent required and the balance of the Agreement shall be interpreted as if such provision were so limited or excluded and shall be enforceable in accordance with its terms.

15. The individuals signing this Agreement and the persons or entities on whose behalf such individuals are signing hereby represent and warrant that they are empowered and authorized to sign on behalf of and bind the persons or entities for who they have signed.

16. By signing this Agreement below, the Parties are confirming that they have read this document in its entirety and fully understand its contents, and that they are fully authorized to execute same. The Parties acknowledge that they have been advised by counsel with respect to this Agreement and the transactions contemplated hereby. The Parties also acknowledge that each party and its counsel have reviewed this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments hereto.

17. This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof. No changes in, additions to, or modifications of this Agreement shall be valid unless set forth in writing and executed by the Parties hereto. The Settlement Agreement which resolved the Cook County Lawsuit, 11 CH 11044, remains in full force and effect.


18. If a Party to this Agreement retains an attorney to enforce the provisions of this Agreement, or any part thereof, as a result of the alleged default or breach by another Party, or litigation otherwise ensues between the Parties hereto concerning any aspect of this Agreement, the prevailing Party or Parties shall be entitled to recover all reasonable attorney's fees and costs of court incurred from the Party or Parties against whom it prevails.

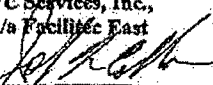
19. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by, the respective successors, assigns, administrators, heirs, and legal representatives of the Parties hereto. However, the eighteen (18) month non-compete agreement set forth in Paragraph 5 (a-c) of the Consideration section shall not be transferrable to any other company. In the event that Averus is sold, transferred, or dissolved, Facilitec East, Facilitec West, Facilitec Mid-Central and Facilitec Southwest's obligations under Paragraph 5 (a-c) shall terminate without prejudice, effect, or claim of breach to any other terms or conditions of the Agreement.


20. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original instrument and all of which taken together shall constitute one agreement.

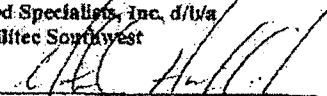
21. The Parties acknowledge that each has participated in the drafting of this Agreement and that it will not be construed against the interests of any party.

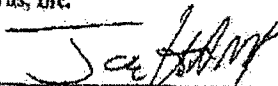
IN WITNESS WHEREOF, the Parties hereto have caused this Settlement Agreement and Mutual Release to be executed pursuant to the terms above.

Stavros Enterprises, Inc.  
d/b/a Facilitec West  
By:   
Tony Stavros, President  
ANTHONY C. STAVROS

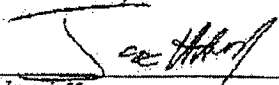
JWC Services, Inc.,  
d/b/a Facilitec East  
By:   
Jack Collins, President  
John H. Collins

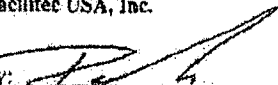
SEL Management, Inc. d/b/a Facilitec Mid-Central  
By:   
Steve Limpus, President

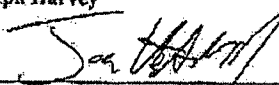
Hood Specialist, Inc. d/b/a  
Facilitec Southwest  
By:   
Mike Hinderliter, President

Averus, Inc.  
By:   
Joseph Harvey

Averus USA, Inc.  
By:   
~~Joseph Harvey~~  
DARYL MIRZA

Facilitec Central, Inc.  
By:   
Joseph Harvey

Facilitec USA, Inc.  
By:   
Daryl Mirza, President

Joseph Harvey  
By:   
Joseph Harvey, Individually

Daryl Mirza  
By:   
Daryl Mirza, Individually