

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM318016

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Settlement Agreement and Release of Claims		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Murray Neal		05/02/2012	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	American Development Group International, LLC		
Street Address:	6050 Industrial Road		
City:	Missoula		
State/Country:	MONTANA		
Postal Code:	59808		
Entity Type:	LIMITED LIABILITY COMPANY: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2854255	PINNACLE ARMOR	
CORRESPONDENCE DATA			
Fax Number:	4062949002		
<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:	406-294-9000		
Email:	toni@teaselaw.com		
Correspondent Name:	Antoinette M. Tease		
Address Line 1:	PO Box 51016		
Address Line 4:	Billings, MONTANA 59105		
ATTORNEY DOCKET NUMBER:	B. GALVIN/NADG		
NAME OF SUBMITTER:	Antoinette M. Tease		
SIGNATURE:	/Antoinette M. Tease/		
DATE SIGNED:	09/25/2014		
Total Attachments: 10			
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SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

THIS SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS ("Agreement") is made by and between the following parties, as of the date set forth in the signature blocks, below:

1. James E. Salven, Trustee of the Chapter 7 Estate of Murray Neal, Debtor, in Case No. 10-12372-A, pending in the United States Bankruptcy Court, in the Eastern District of California ("Salven"); and

2. American Development Group International, LLC, a limited liability company organized under the laws of the state of Delaware ("ADGI").

Salven and ADGI will be referred to jointly in this Agreement as the "Parties."

RECITALS

A. On March 8, 2010, Murray Neal ("Neal") commenced case number 10-12372-A (the "Case") under Chapter 11 in the United States Bankruptcy Court, Eastern District of California, Fresno Division (the "Court").

B. On October 27, 2010, the Court granted Neal's motion to convert the Case to a Chapter 7 case.

C. On October 27, 2010, Salven was appointed as the Chapter 7 Trustee in the Case. Since that date, Salven has been in possession of all of the assets of the estate in the Case, including without limitation the claims which are the subject of this Agreement.

D. On March 5, 2012, Salven commenced Adversary Proceeding No. 12-01042-A in the Case against ADGI and Guardian, LLC (the "Adversary Proceeding"). In the Adversary Proceeding, Salven alleged the right to avoid and recover pre-petition transfers of certain assets owned by Neal to ADGI. Salven's grounds for those claims are that the transfers were allegedly preferential or fraudulent transfers and therefore recoverable, under sections 547, 548 and 550 of the Bankruptcy Code. The assets sought to be recovered include all those assets (the "Assets") listed on Exhibit "A" attached to this Agreement, as well as foreign equivalents, continuations, divisionals, continuations in part, reissues, or reexaminations, as well as any associated trade secrets and know-how. ADGI disputes the allegations set forth in the complaint filed by Salven in the Adversary Proceeding.

E. On April 4, 2012, ADGI filed a motion to dismiss the complaint filed in the Adversary Proceeding. The hearing on that motion is scheduled in the bankruptcy court on May 2, 2012 at 9:00 a.m.

F. Guardian, LLC ("Guardian") has not responded to Salven's complaint filed in the Adversary Proceeding. No default has been entered against Guardian as of the date of this Agreement.

G. Salven and ADGI desire to avoid the expense and uncertainty of further litigation in the Adversary Proceeding, and they intend to settle and fully resolve the Adversary Proceeding and all other claims that may exist between the Parties, on the terms and conditions stated in this Agreement.

AGREEMENT

1. **Settlement.** The Parties incorporate the recitals as though fully set forth in this Agreement, and they agree to settle their disputes on the following terms and conditions.

2. **Obligations and Understandings of ADGI.**

(a) On or before April __, 2012, ADGI shall deliver this signed Agreement to Salven.

(b) Within five (5) business days of the Bankruptcy Court's Order approving the Rule 9019 Motion (as defined below) becoming final and non-appealable, ADGI shall pay the sum of Two Hundred Fifty Thousand U.S. Dollars (\$250,000.00) to Salven (the "Settlement Sum"), subject to the provisions of Paragraph 3, below.

(c) It is expressly understood by ADGI that fulfillment of ADGI's obligations under this paragraph are an express condition to the validity and effectiveness of this Agreement and the release of claims and covenant not to sue set forth below, as granted by Salven in this Agreement.

3. **Obligations and Understandings of Salven.**

(a) On or before April __, 2012, Salven shall deliver this signed Agreement to ADGI.

(b) On or before April __, 2012, Salven shall direct his counsel to file and serve a motion in the Case under Rule 9019 of the Federal Rules of Bankruptcy Procedure, requesting court authorization to consummate the settlement described in this Agreement, including the dismissal with prejudice of the Adversary Proceeding, and the release of claims and covenant not to sue set forth below (the "Rule 9019 Motion").

(c) Within two (2) business days of his receipt of the Settlement Sum, Salven shall file a notice, pursuant to Rule 41(a)(1)(A) of the Federal Rules of Civil Procedure, as made applicable to the Adversary Proceeding pursuant to Rule 7041 of the Federal Rules of

Bankruptcy Procedure, dismissing the Adversary Proceeding with prejudice against all defendants.

(d) It is expressly understood by Salven that payment of the Settlement Sum is not made by ADGI for the benefit of Neal, or any other creditor or party in interest in the Case, but is made in consideration of the dismissal of the Adversary Proceeding with prejudice as set forth in this paragraph, and the release of claims and covenant not to sue as given by Salven in favor of ADGI, as set forth in this Agreement.

(e) Salven hereby assigns all interest of the Estate in any shares of stock in Pinnacle Armor, Inc. ("Stock"), to ADGI.

(f) It is expressly understood by Salven that fulfillment of Salven's obligations under this paragraph are an express condition to the validity and effectiveness of this Agreement and the performance by ADGI of its obligations hereunder.

4. **General Release of Claims by Salven.** Salven, on behalf of himself and Neal's bankruptcy estate (the "Estate"), and their predecessors, successors and assigns, hereby releases and forever discharges ADGI and its respective members, managers, predecessors, successors, heirs, assigns, executors, administrators, officers, agents, employees, partners, representatives, insurers, attorneys, affiliates, and all persons acting by, under, through, or in connection with any one or all of them (the "ADGI Released Parties") from any and all claims, demands, actions, causes of action, liabilities, judgments, liens, contracts, agreements, rights, debts, suits, obligations, promises, acts, costs and expenses (including, but not limited to, attorneys' fees), damages, and charges of every nature, whether known or unknown, suspected or unsuspected, fixed or contingent, wherever filed or prosecuted (all of the foregoing are collectively referred to hereafter in this Agreement as "Claims"), that Salven or the Estate, or their predecessors, successors or assigns, individually or in any representative capacity, ever had, now have, or hereafter can, shall or may have, arising out of or relating in any way to any conduct, including any act or omission, from the beginning of the world until the date of this Agreement. The foregoing release shall include, without intended limitation, a release of any and all claims Salven asserted or could have asserted in the Adversary Proceeding, and shall also include, without intended limitation, a release of any claim that Salven or the Estate, or their predecessors, successors or assigns, individually or in any representative capacity, ever had, now have, or hereafter can, shall or may have, arising out of or relating in any way to the Assets and/or the Stock.

5. **Unknown Claims.** Salven acknowledges that there is a risk that, subsequent to the execution of this Agreement, he may discover, incur, or suffer from Claims which are unknown or unanticipated at the time this Agreement was executed, which arise from, are based upon, or are related to the matters respectively set forth in Paragraph 4 which, if known by him on the date this Agreement was executed, may have materially affected his decision to execute this Agreement. Salven acknowledges that he is assuming the risk of such unanticipated Claims and agrees that this Agreement applies to those Claims.

6. **Waiver of California Civil Code section 1542.** Salven waives and relinquishes all rights and benefits which he has or may have under section 1542 of the Civil Code of the State of California which arise from the matters set forth in this Agreement. Section 1542 of the California Civil Code provides:

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

7. **Covenant Not to Sue.** Salven further covenants and agrees that he shall forever refrain from initiating, prosecuting, maintaining, or prosecuting (a) any action, suit, or claim against any of the ADGI Released Parties, based on any of the matters respectively released in this Agreement, and (b) any action, suit, or claim against any third parties based on or related to the Assets, the Stock, the matters alleged in the Adversary Proceeding and/or the acts and/or omissions of the ADGI Released Parties. As a material term of this Agreement, Salven represents and agrees that he understands he cannot ever bring such actions and will not ever bring any such actions. Salven understands and agrees that there may be totally unforeseen events which may occur that could impact this Agreement; nevertheless, he agrees to the covenants set forth in this paragraph. Notwithstanding the foregoing, this covenant shall not apply to actions to enforce the Parties' obligations under this Agreement.

8. **Ownership of Claims; Authority.** Salven represents and warrants that, at all times referred to herein and up to and including the date of this Agreement, he has the sole right and exclusive authority to execute the Agreement, and that he has not sold, assigned, transferred, subrogated, or otherwise disposed of any interest in any Claims described in this Agreement.

9. **Full and Independent Knowledge.** This Agreement has been carefully read by all of the Parties and their counsel, and its contents are known and understood by each of the Parties. The Parties have each received independent legal advice from attorneys of their choice with respect to the preparation, review, and advisability of executing this Agreement. The Parties acknowledge that they have executed this Agreement after independent investigation of all relevant facts and without fraud, duress, or undue influence.

10. **Settlement and Compromise.** The purpose of this Agreement is to settle the Claims, which are denied and contested by ADGI. Nothing contained in this Agreement shall be deemed as an admission by ADGI of any liability of any kind to Salven or to any other person, and all such liability is expressly denied by ADGI.

11. **Successors and Assigns.** The covenants, agreements, representations, warranties, terms, and covenants set forth and contained in this Agreement shall be binding upon and inure to the benefit of the successors and assigns of each of the Parties.

12. **Applicable Law.** The existence, validity, construction, and operation of this Agreement shall be determined in accordance with the laws of the State of California.

13. **Controversy; Venue.** In the event of any controversy, claim, or dispute between the Parties, affecting or relating to the purpose or the subject matter of this Agreement, or if an action is instituted to enforce this settlement, the prevailing party shall be entitled to recover from the non-prevailing party all of the prevailing party's reasonable expenses and costs, including, but not limited to, attorneys' fees, accountants' fees, and expert witness fees. These fees shall be recovered as costs and not as items of damage. Any suit shall be brought exclusively in United States Bankruptcy Court, Eastern District of California, Fresno Division, in the Case so long as the Case remains open, otherwise in any state or federal court with judicial officers sitting in Fresno County, California.

14. **Counterparts; Facsimile and E-Mailed Signatures Deemed Originals.** This Agreement may be executed and delivered by the Parties and their counsel in more than one counterpart, and all such executed counterparts shall constitute one agreement, binding on all the Parties, notwithstanding all the Parties are not signatories to the original or to the same counterpart. Any signature transmitted by facsimile or e-mail shall be deemed as binding and effective as an original signature and shall be made part of the executed original Agreement.

15. **Severability.** If any provision of this Agreement is declared or determined by any court or arbitrator of competent jurisdiction to be illegal, unenforceable, or invalid, the validity and enforceability of the remaining parts, terms, or provisions shall not be affected thereby and the illegal, unenforceable, or invalid part, term, or provision shall be deemed to not be part of this Agreement.

16. **Entire Agreement; Modification.** This Agreement sets forth the entire agreement between the Parties, and fully supersedes any and all prior discussions, negotiations or agreements or understandings between the Parties pertaining to its subject matter. Any modifications of this Agreement must be in writing and signed by each of the Parties.

WHEREFORE, the Parties hereto have executed this Agreement, consisting of seven (7) typewritten pages including Exhibit "A" attached hereto and fully incorporated into this Agreement, as of the dates set forth below, with the last date indicated deemed to be the effective date of the Agreement.

All signatures are on following pages

page 6

Dated: _____, 2012

James E. Salven, Chapter 7 Trustee of the Estate of Debtor Murray Neal, Case Number 10-12372-A, United States Bankruptcy Court, Eastern District of California

Dated: _____, 2012

George Gingo, Attorney for James E. Salven, Chapter 7 Trustee of the Estate of Debtor Murray Neal

Dated: _____, 2012

James Orth, Attorney for James E. Salven, Chapter 7 Trustee of the Estate of Debtor Murray Neal

Dated: _____, 2012

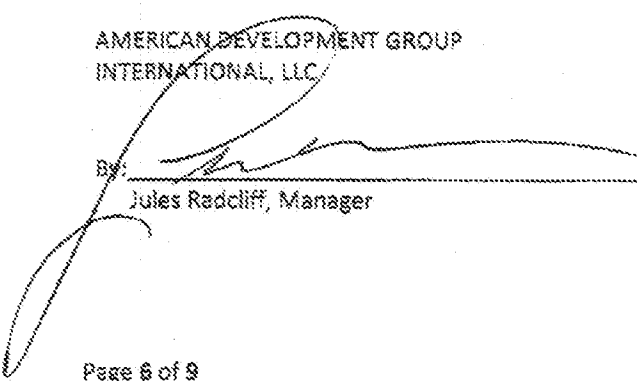
Layne Hayden, Attorney for James E. Salven, Chapter 7 Trustee of the Estate of Debtor Murray Neal

Dated: _____, 2012

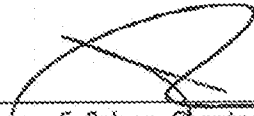
Cynthia A. Arroyo, Attorney for James E. Salven, Chapter 7 Trustee of the Estate of Debtor Murray Neal

Dated: April 26, 2012

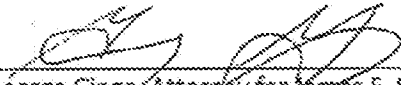
AMERICAN DEVELOPMENT GROUP INTERNATIONAL, LLC

By: 
Jules Radcliff, Manager

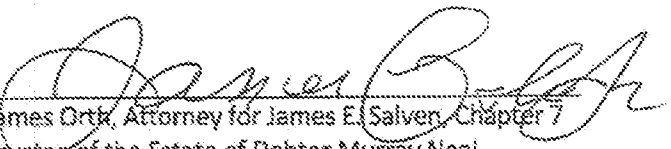
Dated: 5/2 2012


James E. Salven, Chapter 7 Trustee of the Estate of Debtor Murray Neal, Case Number 10-12372-A, United States Bankruptcy Court, Eastern District of California

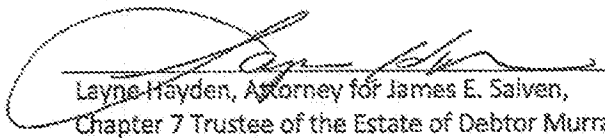
Dated: 4/27 2012


George Gingo, Attorney for James E. Salven, Chapter 7 Trustee of the Estate of Debtor Murray Neal

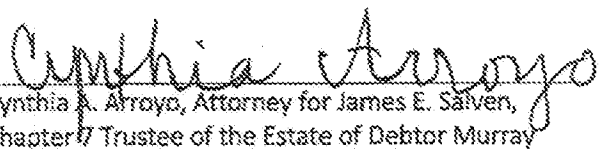
Dated: 4/27 2012


James Orth, Attorney for James E. Salven, Chapter 7 Trustee of the Estate of Debtor Murray Neal

Dated: 5/1 2012


Layne Hayden, Attorney for James E. Salven, Chapter 7 Trustee of the Estate of Debtor Murray Neal

Dated: 5/1 2012


Cynthia A. Arroyo, Attorney for James E. Salven, Chapter 7 Trustee of the Estate of Debtor Murray Neal

Dated: _____, 2012

AMERICAN DEVELOPMENT GROUP
INTERNATIONAL, LLC

By: _____
Jules Radcliff, Manager

Dated: 4/30, 2012

BAKER MANOCK & JENSEN, PC

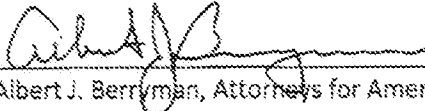
By: 
Albert J. Berryman, Attorneys for American
Development Group International, LLC

EXHIBIT "A" TO AGREEMENT

The Following Assets:

All right, title and interest in the following trademarks and/or service marks registered at the United States Patent and Trademark Office:

Trademark/Service Mark Number:

1. 2336585
2. 2681736
3. 2749791
4. 2914841
5. 3461305
6. 2015021
7. 2599243
8. 2854255
9. 2689212
10. 2562553

All right, title and interest in the following patents issued by the United States Patent and Trademark Office:

US Patent Numbers:

1. 6,088,979
2. 6,170,378
3. 6,035,438
4. 6,745,661
5. 8,047,116
6. 6,510,777
7. 6,647,856
8. 6,370,690
9. 6,705,197
10. 7,533,501
11. 8,112,953
12. 7,845,124
13. 8,069,768
14. 7,555,871
15. 7,681,485
16. 8,028,612

All right, title and interest in the following patent applications pending at the United States Patent and Trademark Office:

US Patent Application Numbers:

1. 10/241,906
2. 10/238,096
3. 10/788,716
4. 13/371,982
5. 12/498,990
6. 12/779,226
7. 12/567,657

All foreign equivalents, continuations, divisionals, continuations in part, reissues, or reexaminations, as well as any associated trade secrets and know-how.

All right, title and interest of the Chapter 7 Estate in all shares of stock in Pinnacle Armor, Inc., a California corporation.