

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM455262

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Shawn Phillips		07/11/2008	INDIVIDUAL:
RECEIVING PARTY DATA			
Name:	LS7 Products, LLC		
Doing Business As:	Isatori Global Technologies, LLC		
Street Address:	15000 W. 6TH Avenue, #202		
City:	Golden		
State/Country:	COLORADO		
Postal Code:	80401		
Entity Type:	Limited Liability Company: COLORADO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2758831	LEAN SYSTEM7	
CORRESPONDENCE DATA			
Fax Number:			
<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:	402-341-3070		
Email:	trademark@mcgrathnorth.com		
Correspondent Name:	Tracy L. Deutmeyer		
Address Line 1:	McGrath North Mullin & Kratz, PC LLO		
Address Line 2:	1601 Dodge Street, Suite 3700		
Address Line 4:	Omaha, NEBRASKA 68102		
NAME OF SUBMITTER:	Tracy L. Deutmeyer		
SIGNATURE:	/Tracy L. Deutmeyer/		
DATE SIGNED:	12/20/2017		
Total Attachments: 8			
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SETTLEMENT AGREEMENT AND MUTUAL RELEASE

THIS SETTLEMENT AGREEMENT AND MUTUAL RELEASE (this "Agreement") is made and entered into this 11th day of July 2008, by and between Shawn Phillips ("Phillips"), on the one hand, and Right Lane Publishing, Inc., a Colorado corporation ("Right Lane"), LS7 Products, LLC, a Colorado limited liability company d/b/a Isatori Global Technologies, LLC ("LS7") and Benefactor Funding Corp., a Colorado corporation ("Benefactor"), on the other hand. Phillips, Right Lane, LS7 and Benefactor are referred to collectively in this Agreement as the "Parties."

RECITALS

A. On or about February 1, 2004, Right Lane and LS7 executed a promissory note in the original principal amount of [REDACTED] (the "Note"). Pursuant to the terms of the Note, Right Lane and LS7 are jointly and severally liable for all payments on the Note.

B. Pursuant to that certain Security Agreement executed by LS7 on or about February 1, 2004 (the "Security Agreement"), LS7 granted to the holder of the Note a security interest in all of the assets of LS7 to secure performance and payment on the Note.

C. In or about August 2006, Phillips, LS7 and Benefactor executed that certain Amendment to Security Agreement (the "Security Agreement Amendment") whereby Phillips subordinated its security interest in certain assets of LS7 in favor of Benefactor.

D. Phillips is the holder and beneficiary of the Note.

E. Pursuant to the terms of the Note, final payment under the Note in the amount of [REDACTED] was due on or before March 31, 2008. [REDACTED]
[REDACTED]

F. On May 27, 2008, Phillips filed a lawsuit against Right Lane, LS7 and Benefactor styled as *Shawn Phillips v. Right Lane Publishing, Inc., et al.*, Jefferson County District Court, Case No. 08CV2161 (the "Lawsuit").

G. In the Lawsuit, Phillips asserted various claims against Right Lane and LS7, and named Benefactor as a party defendant regarding Benefactor's security interest in various assets of LS7. Benefactor asserted various cross claims against Right Lane and LS7. Although Right Lane and LS7 have not answered, they each intend to assert various defenses to the claims asserted by Phillips and Benefactor.

H. The Parties hereby desire to resolve the dispute between Phillips, Right Lane and LS7 over the Note and Security Agreement, as well as the Lawsuit in accordance with the terms and conditions set forth herein.

AGREEMENT

The Parties acknowledge and agree that the foregoing Recitals are accurate, and in consideration of the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, further agree as follows:

1. Payment. Right Lane and LS7



2. Confession of Judgment



3. Dismissal of Lawsuit and Release of Security Interests. The Parties agree that their counsel will jointly file a dismissal of the Lawsuit pursuant to Rule 41(a)(1)(B) of the Colorado Rules of Civil Procedure within ten days of receipt of the Settlement Payment on the terms set forth in Paragraph 1 above. Such dismissal will be with prejudice, each party to bear its own attorney fees and costs.

Within ten (10) days of receipt of the Settlement Payment on the terms set forth in Paragraph 1 above, Phillips further agrees to file a termination statement for any and all UCC-1 financing statements in the public record by which Phillips asserted any security interest in any property of Right Lane or LS7.

4. Mutual Releases.

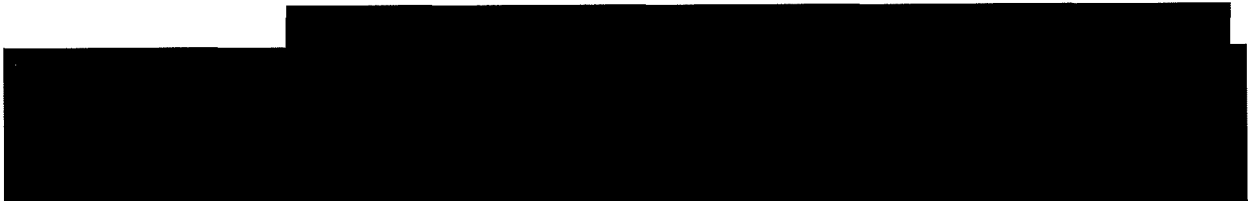
(a) Except for the Parties' obligations hereunder, Phillips for himself and on behalf of his agents, heirs, successors and assigns does hereby fully release and forever discharge Right Lane and LS7 and their respective officers, agents, successors and assigns of and from any and all manner of claims, demands, actions, causes of action, suits, debts, sums of money, promises or damages whatsoever, in law or in equity, that Phillips may have against

Right Lane and/or LS7 as of the date of this Agreement, including without limitation, claims arising under or related to the Note, the Security Agreement or the claims asserted or which could have been asserted in the Lawsuit, regardless of whether asserted, unasserted, known or unknown.

(b) Except for the Parties' obligations hereunder, Right Lane and LS7 for themselves and their respective officers, agents, successors, and assigns, do hereby fully release and forever discharge Phillips and his agents, heirs, successors and assigns of and from any and all manner of claims, demands, actions, causes of action, suits, debts, sums of money, promises or damages whatsoever, in law or in equity, that Right Lane and/or LS7 may have against Phillips as of the date of this Agreement, including without limitation, claims arising under or related to the Note, the Security Agreement or the claims asserted or which could have been asserted in the Lawsuit, regardless of whether asserted, unasserted, known or unknown.

(c) So long as the Settlement Payment is made to Phillips in accordance with the terms set forth in Paragraph 1 above, Phillips for himself and on behalf of his agents, heirs, successors and assigns does hereby fully release and forever discharge Benefactor and its officers, directors, agents, successors and assigns of and from any and all manner of claims, demands, actions, causes of action, suits, debts, sums of money, promises or damages whatsoever, in law or in equity, that Phillips may have against Benefactor as of the date of this Agreement, including without limitation, claims arising under or related to the Security Agreement Amendment or the claims asserted or which could have been asserted in the Lawsuit, regardless of whether asserted, unasserted, known or unknown.

(d) So long as the Settlement Payment is made to Phillips in accordance with the terms set forth in Paragraph 1 above, Benefactor for itself and its officers, directors, agents, successors and assigns does hereby fully release and forever discharge Phillips and his agents, heirs, successors and assigns of and from any and all manner of claims, demands, actions, causes of action, suits, debts, sums of money, promises or damages whatsoever, in law or in equity, that Benefactor may have against Phillips as of the date of this Agreement, including without limitation, claims arising under or related to the Security Agreement Amendment or the claims asserted or which could have been asserted in the Lawsuit, regardless of whether asserted, unasserted, known or unknown.



5. Future or Unknown Harm and Waiver. It is possible that other injuries, damages, losses, or future consequences or results not now known will develop and be discovered. The releases in this Agreement, and the compromise upon which it is based, are expressly intended to cover and include, and do cover and include, release by the Parties of all

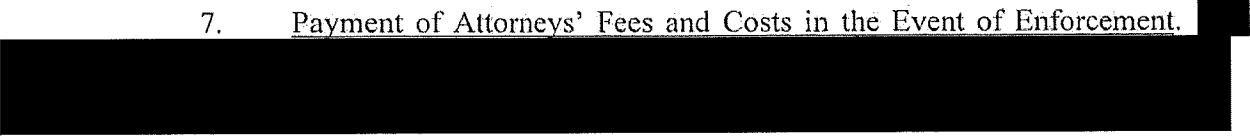
such future injuries, damages, losses, or future consequences or results of known or unknown injuries.

The Parties expressly consent that the releases in this Agreement shall be given full force and effect according to each and all of its express terms and provisions, including those relating to unknown and unspecified claims, injuries, demands, rights, lawsuits, or causes of action. The Parties have been advised by their respective attorneys with respect to this waiver and understand and acknowledge its significance.

Each party expressly accepts and assumes the risk that if facts with respect to matters covered by this Agreement are found hereafter to be other than or different from the facts now believed or assumed to be true, this Agreement shall nevertheless remain effective. It is understood and agreed that this Agreement shall constitute a general release by the Parties on the terms set forth herein and shall be effective as a full and final accord and satisfaction and is a bar to all actions, causes of action, costs, expenses, attorneys' fees, damages, claims, and liabilities whatsoever, whether or not known, suspected, claimed or concealed, pertaining to the released claims described in paragraph 4 of this Agreement.

6. Warranties and Representations. The Parties agree, represent and warrant that they have voluntarily executed this Agreement, after consulting with counsel and without being pressured or influenced by any statement or representation of any person acting on behalf of any other Party. The Parties further represent and warrant that they have read this Agreement and know and understand its contents fully.

7. Payment of Attorneys' Fees and Costs in the Event of Enforcement.



8. Invalid Provisions. If any provision of this Agreement is held to be illegal, invalid or unenforceable under any present or future laws, such provision shall be fully severable, and the remaining provisions shall constitute the Parties' agreement.

9. Successors and Assigns. This Agreement shall be binding upon the Parties and upon their heirs, personal representatives, agents, successors and assigns.

10. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Colorado.

11. Entire Agreement. Except as otherwise set forth herein, this Agreement contains the entire agreement between the Parties, and embodies and expresses the entire intent of the Parties with regard to the matters set forth herein. There are no representations or warranties between the Parties other than as contained and contemplated herein. This Agreement supersedes, merges and replaces all prior or contemporaneous understandings, negotiations, offers, promises, representations and agreements between the Parties or their attorneys to the extent such prior understandings, negotiations and agreements are inconsistent herewith.

12. Counterpart Execution. This Agreement may be signed in multiple counterparts, including with facsimile signatures, and each counterpart when taken with the other executed counterparts, shall constitute a binding agreement among the Parties executed as of the date first written above.

EXECUTED as of the date first written above.

SHAWN PHILLIPS

Shawn Phillips, an individual

STATE OF COLORADO)
)
COUNTY OF JEFFERSON) ss.

The foregoing instrument was acknowledged before me this ____ day of July 2008, by Shawn Phillips.

Witness my hand and official seal.

Notary Public

My commission expires: _____

RIGHT LANE PUBLISHING, INC., a Colorado corporation

By: [Signature]
Its: CEO/PRESIDENT

STATE OF COLORADO)
COUNTY OF JEFFERSON) ss.

The foregoing instrument was acknowledged before me this 17th day of July 2008, by STEPHEN ADELE as CEO/PRESIDENT for Right Lane Publishing, Inc.

Witness my hand and official seal.

JOCELYN KAY EVANS
NOTARY PUBLIC
STATE OF COLORADO

[Signature]
Notary Public

My commission expires 02/14/12

LS7 PRODUCTS, LLC, a Colorado limited liability company d/b/a ISATORI GLOBAL TECHNOLOGIES, LLC

By: [Signature]

Its: CEO/PRESIDENT

STATE OF COLORADO)
COUNTY OF JEFFERSON)

ss.

The foregoing instrument was acknowledged before me this 17th day of July 2008, by STEPHEN ADELE as CEO/PRESIDENT for LS7 Products, LLC.

Witness my hand and official seal.

JOCELYN KAY EVANS
NOTARY PUBLIC
STATE OF COLORADO

[Signature]
Notary Public

My commission expires: My Commission Expires 02/14/12

BENEFACTOR FUNDING CORP., a Colorado corporation

By: _____

Its: _____

STATE OF COLORADO)
)
COUNTY OF _____)

ss.

The foregoing instrument was acknowledged before me this ____ day of July 2008, by _____ as _____ for Benefactor Funding Corp., a Colorado corporation.

Witness my hand and official seal.

Notary Public

My commission expires: _____