

SETTLEMENT AGREEMENT

THIS AGREEMENT is made this 21st day of November, 2006 by and between Lyons Partnership, L.P. (“Lyons”) a limited partnership having its principal place of business in Allen, Texas, and Dr. Stuart Frankel (“Frankel”), an individual residing at 141 East 3rd Street, Apt. 8B, New York, NY 10009.

WHEREAS, on August 23, 2006, Frankel commenced a declaratory judgment action against Lyons in the United States District Court for the Southern District of New York, captioned Frankel v. Lyons Partnership, L.P., No 06 CV 6413 (LLS) (MHD) (the “Action”);

WHEREAS, on September 29, 2006, Lyons moved to dismiss the Action as moot in light of a covenant not to sue set forth in the declaration submitted by Lyons accompanying the motion to dismiss;

WHEREAS, the parties wish to resolve the controversy between them amicably and without the need for further dispute or proceedings.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

1. Lyons unconditionally covenants, promises and agrees not to sue or otherwise make any claim directly or indirectly against Frankel, including but not limited to any claim submitted to Frankel’s internet service provider or any other hosting service, based on any allegation of infringement of any copyright, trademark, service mark and/or other intellectual property interest owned or controlled by Lyons based on the content of Frankel’s website as it existed at any time prior to and including August 23, 2006.

2. Simultaneous with the execution of this Agreement, the parties agree to file with the Court a Joint Stipulation and Order of Dismissal of the Action, in the form of that attached hereto as Exhibit A.

3. Within ten (10) business days following entry of the parties’ Joint Stipulation and Order of Dismissal by the Court as an order terminating the Action,

Lyons agrees to pay Frankel the amount of Five Thousand Dollars (\$5,000) by check made payable to him sent via overnight delivery service.

4. Conditioned upon the parties' compliance with the terms and conditions of this Agreement, the parties, and their respective officers, directors, agents, servants, employees, parents, subsidiaries, affiliated companies, attorneys, successors and assigns, hereby release each other from any and all claims, demands, damages, losses, liabilities, rights or causes of action, including but not limited to any claim for attorneys fees, arising out of or relating to the Action and/or the allegations asserted therein.

5. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes any agreement or understanding, whether oral or written, that any party may claim was made with respect to the subject matter of the Agreement prior to the date of this Agreement. This Agreement may not be altered except by an instrument in writing signed by the parties against whom the modification is charged.

6. This Agreement shall be interpreted in accordance with the laws of the State of New York. Any dispute or controversy between the parties arising under or in connection with this Agreement shall be submitted to a court in the state of New York for resolution.

7. If any provision or subprovision of this Agreement is found invalid or unenforceable, the balance of the Agreement, and all provisions thereof, shall remain in full force and effect. The failure of any party to enforce any term of this Agreement shall not be deemed a waiver of that term or any other term of this Agreement.

8. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assignees.

9. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, all of which shall constitute one and the same agreement.

LYONS PARTNERSHIP, LP

By: _____

Date: _____

Name: _____

Title: _____

STUART FRANKEL

Date: _____