

## SETTLEMENT AGREEMENT

This Settlement Agreement (the "Agreement") is made and entered into as of July 17, 2006, between Rene F. Mohl ("Mr. Mohl") and Dymo Corp. ("Dymo"), sometimes referred to collectively herein as the "parties." For and in consideration of the agreements, covenants and conditions herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties, intending to be legally bound hereby, agree as follows:

1. This Agreement is made in compromise of, and for the purpose of resolving, fully and finally, the lawsuit entitled *Rene F. Mohl v. Dymo Corp.*, Civil Action No. 6:06-DV-549-ORL-18DAB, in the United States District Court for the Middle District of Florida, Orlando Division, as well as the dispute giving rise to the lawsuit.

2. Dymo acknowledges that certain actions taken by one or more of its employees, resulting in the termination of listings of products sold by Mr. Mohl, were in error, and has taken steps to ensure that this will not recur.

3. Dymo agrees that it will not terminate any of Mr. Mohl's listings merely because they claim, in words or substance, to fit, work with, or be compatible with Dymo products, so long as those claims are accurate and not presented in a manner likely to deceive the purchaser as to the source, affiliation, or sponsorship of Mr. Mohl's products; nor will Dymo terminate auctions of Mr. Mohl's products on the basis that those products may affect the applicability of any Dymo product warranty.

4. As soon as practicable after the execution of this Agreement, plaintiff will file with the Court a Notice of Dismissal with Prejudice (with each party to bear its own costs) in substantially the form of Exhibit A hereto. Within 10 days of the Court's entry of an Order dismissing this lawsuit with prejudice and without costs to either party, Dymo will deliver a check in the amount of \$5,000, payable as directed by plaintiff, to plaintiff's counsel Mr. Gregory Beck, and will notify eBay that it withdraws all previous notices of claimed infringement of Dymo's intellectual property rights.

5. In consideration of this Agreement, Mr. Mohl, on behalf of himself and any corporation, partnership or business entity which he controls or in which he has a controlling interest (the "Releasing Parties"), releases and discharges Dymo, its parents, subsidiaries, affiliates, divisions, officers, directors, shareholders, employees, representatives, agents, principals, successors, and assigns (the "Released Parties"), from any and all claims, demands, losses, damages, debts, liabilities, accounts, obligations, costs, expenses, liens, suits, actions, and causes of action, either known or unknown, whether or not they were or could have been asserted in this lawsuit or relate to the subject matter of this lawsuit, which any of the Releasing Parties ever had, now has, or may hereafter acquire, by reason of any matter, cause or thing whatsoever accruing, occurring, or arising at any time through the date this Agreement is signed by the parties. Notwithstanding the foregoing, this release shall not release any party from its obligations under this Agreement.

6. Dymo represents that conduct of the type alleged in the complaint herein is improper and contrary to Dymo's policies, that any such conduct by a Dymo employee represents a departure from Dymo's usual practices, and that Dymo has taken steps to ensure that it does not recur. Prior to being served with this lawsuit, Dymo's General Counsel received no notice that its conduct was believed to be in violation of any Federal or State statute or might otherwise become subject to suit. When Dymo was served with the lawsuit, it moved quickly to investigate and stop the offending practice, to compensate Mr. Mohl, and to ensure that this shall not occur in the future. Plaintiff acknowledges that his allegations are limited to what is contained in the complaint and that he has not alleged a pattern of improper activities by Dymo. The parties agree that the most productive and amicable way forward is to resolve this lawsuit in accordance herewith, and for both parties to return to their respective businesses without further threats, conflicts or litigation between them.

7. Each party represents that he or it has been advised by independent counsel and that he/it has full and proper authority to enter into this Agreement, including the providing of the release herein. The parties also each represent that there are no outstanding agreements, assignments, or encumbrances to which the representing party is bound which may restrict, or prohibit entry into, or performance under, this Agreement. Neither party makes any other representations or warranties, express or implied, other than the representations set forth explicitly herein.

8. This Agreement represents the entire agreement and understanding of the Parties with respect to the subject matter of this Agreement, and sets forth all promises and inducements made by the Parties on that subject matter. It may be modified only by a writing signed by each of the Parties.

9. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have set their hands and seal hereto.

DYMO CORP.

By: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_

MR. RENE F. MOHL

Dated: \_\_\_\_\_

