

**PUBLIC VERSION**

**UNITED STATES INTERNATIONAL TRADE COMMISSION**

**Washington, D.C.**

**In the Matter of**

**CERTAIN BASKETBALL BACKBOARD  
COMPONENTS AND PRODUCTS  
CONTAINING THE SAME**

**Inv. No. 337-TA-1040**

**ORDER NO. 15: INITIAL DETERMINATION TERMINATING INVESTIGATION  
BASED ON SETTLEMENT AGREEMENT**

(September 6, 2017)

On August 24, 2017, Complainant Lifetime Products, Inc. and Respondents Russell Brands LLC and Reliable Sports Equipment (Wujiang) Co. Ltd. filed a joint motion to terminate the investigation on the basis of a settlement agreement (Motion Docket No. 1040-014). There is no opposition to the motion from any party.

Commission Rule 210.21(a)(2) states in relevant part that “[a]ny party may move at any time for an order to terminate an investigation in whole or in part as to any or all respondents on the basis of a settlement, a licensing or other agreement . . . or consent order, as provided in paragraphs (b), (c) and (d) of this section.” 19 C.F.R. § 210.21(a)(2). Section (b) of Commission Rule 210.21 governs termination by settlement, and subsection 210.21(b)(1) provides that in order for an investigation to be terminated on the basis of a licensing or other settlement agreement, the motion for termination must include: (1) copies of the “licensing or other settlement agreement,” including both a public and a confidential version if necessary; (2) any supplemental agreements; and (3) “a statement that there are no other agreements, written or

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oral, express or implied between the parties concerning the subject matter of the investigation.”  
19 C.F.R. § 210.21(b)(1).

Consistent with Commission Rule 210.21(b)(1), public and confidential versions of the parties’ settlement agreement were attached to the motion. In addition, the motion contains a statement that there are no other agreements, written or oral, express or implied between the parties concerning the subject matter of the investigation. Motion at 4. The parties submit that the agreement resolves all disputes between them concerning the subject matter of this investigation. *Id.*

Commission Rule 210.50(b)(2) allows parties to submit public interest statements, and provides that “the administrative law judge shall consider and make appropriate findings in the initial determination regarding the effect of the proposed settlement on the public health and welfare, competitive conditions in the U.S. economy, the production of like or directly competitive articles in the United States, and U.S. consumers.” 19 C.F.R. § 210.50(b)(2). The parties submit that termination of this investigation is in the public interest because it will not adversely affect the public health and welfare, competitive conditions in the United States economy, the production of like or directly competitive articles in the United States, or United States consumers. Motion at 4. Moreover, the public interest favors settlement to avoid needless litigation and to conserve public and private resources. *See, e.g., Certain Optical Disc Drives, Components Thereof, and Products Containing the Same*, Inv. No. 337-TA-897, Comm’n Notice (Sept. 2, 2014) (granting joint motion to terminate respondent on the basis of settlement).

Accordingly, it is my initial determination that Motion Docket No. 1040-014 is hereby GRANTED, and the investigation is terminated in its entirety.<sup>1</sup> Pursuant to Commission Rule

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<sup>1</sup> Pending Motion Docket Nos. 1040-006, 1040-007, 1040-008, 1040-009, 1040-010, and 1040-011 are hereby DENIED as MOOT.

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210.21(b)(2), a copy of the parties' settlement agreement is attached hereto as Exhibit A, and a public version of this order is being issued simultaneously with a redacted version of Exhibit A.

19 C.F.R. § 210.21(b)(2).

**SO ORDERED.**

*Dee Lord*

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Dee Lord  
Administrative Law Judge

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**Exhibit A**

[REDACTED]

**CONFIDENTIAL SETTLEMENT, RELEASE, AND PATENT LICENSE AGREEMENT**

This Confidential Settlement, Release, and Patent License Agreement (“Agreement”) is entered into as of the Effective Date by and between Lifetime Products, Inc. (“Lifetime”), Russell Brands, LLC (“Russell”) and Reliable Sports Equipment (Wujiang) Co. Ltd. (“Reliable”) (Russell and Reliable, collectively, “Respondents,” and Respondents and Lifetime, collectively, the “Parties”).

**RECITALS**

**WHEREAS**, Lifetime is the owner of all right, title and interest in U.S. Patent Numbers 7,749,111; 8,033,935; 8,038,550; 8,845,463; and 8,852,034 (the “Patents-in-Suit”); along with continuing applications related to the Patents-in-Suit, including at least U.S. Patent Application Nos. 14/507,661 and 14/500,981 (the “Pending Applications”) (collectively, the Patents-in-Suit, the Pending Applications, and any and all Patents, reissues, reexaminations (or certificates therefrom), continuations, continuations in part, divisionals, and/or foreign counterparts that claim priority to or from (or that otherwise assert the benefit of the filing date of) U.S. Patent 7,749,111 or any of the foregoing (or to any application therefor, or to any predecessor application) shall collectively be referred to as the “111 Patent Family”).

**WHEREAS**, Lifetime brought a patent infringement suit against Russell in the United States District Court, District of Utah, Civ. Action No. 1:12-cv-00026, which involves each of the Patents-in-Suit and is currently pending (the “Lawsuit”);

**WHEREAS**, Russell filed *inter partes* reexamination proceeding Nos. 95/002,377 and 95/002,381 (the “Reexaminations”) against two of the Patents-in-Suit at the United States Patent & Trademark Office (“USPTO”), which are presently subject to currently pending Appeal Nos. 17-1756 and 17-1759 (the “Appeals”) to the United States Court of Appeals for the Federal Circuit appealing the decisions of the Patent Trial and Appeal Board relating to the Reexaminations;

**WHEREAS**, Lifetime filed Investigation No. 337-TA-1040 at the United States International Trade Commission (“ITC”) against Respondents alleging infringement of certain of the Patents-in-Suit, which is currently pending (the “Investigation”) (the Lawsuit, the Reexaminations including the Appeals, and the Investigation, are collectively referred to as the “Proceedings”);

**WHEREAS**, a dispute exists between Lifetime and Respondents regarding the validity, infringement, and enforceability of the Patents-in-Suit;

**WHEREAS**, the Parties desire to settle the Proceedings without the expenditure of further time and expense and without admitting any liability, taking into account the uncertainty and cost of the Proceedings, for the express purpose of resolving any and all present and potential future disputes involving them with respect to the Licensed Patents (as defined below) or any subject matter thereof.

[REDACTED]

[REDACTED]

**WHEREFORE**, in consideration of their mutual promises contained herein and for other good and valuable consideration, the adequacy of which is hereby acknowledged by all Parties to this Agreement, the Parties agree as follows:

**1. DEFINITIONS AS USED IN THIS AGREEMENT.**

**1.1 "Claims"** means any and all past, present, or future claims, counterclaims, third-party claims, contribution claims, indemnity claims, demands, actions, causes of action, and all other claims of every kind and nature in law or equity, whether arising under state, federal, international or other law, whether such claims are absolute or contingent, direct or indirect, known or unknown.

**1.2 "Control"** (including, with correlative meanings, "Controlled By" and "Controlling") means the power to direct or cause the direction of the management and policies of a Person, through ownership (whether direct or indirect) or control of at least fifty percent (50%) of the voting securities of such Person (or other comparable interest for an entity with no voting securities).

**1.3 "Effective Date"** means the earliest date upon which all Parties have signed this Agreement or identical counterparts thereof.

**1.4 "Licensed Patents"** means all Patents (as defined below) in the 111 Patent Family.

**1.5 "Licensed Products"** means [REDACTED]

**1.6 "Respondent Entities"** means Respondents and any and all of Respondents' subsidiaries.

**1.7 "Patents"** means (1) all classes or types of domestic or foreign patents, including utility patents, utility models, design patents, invention certificates, inventor certificates, reexaminations, reissues, extensions, and renewals; and (2) all applications (including provisional and nonprovisional applications), continuations, divisionals, continuations-in-part, and rights to inventions for which applications may be filed in the United States or any other country.

**1.8 "Person"** means any individual or firm, association, organization, joint venture,

[REDACTED]

trust, partnership, corporation, company or other collective organization or entity.

1.9 "Third Party" means any Person that is not a Party to this Agreement.

2. **LICENSE GRANT.**

2.1 **License.** Lifetime hereby grants Russell an irrevocable, worldwide, non-exclusive, non-sublicenseable, non-assignable (except as permitted by Section 6.1), [REDACTED] license under the Licensed Patents (the "License") to make, have made, use, offer for sale, sell, lease, import, export, and otherwise distribute and dispose of, any and all Licensed Products. [REDACTED]

2.2 **Covenant Not To Sue.** Subject to the terms and conditions of this Agreement, Lifetime hereby covenants, on behalf of itself and any Person under its Control, not to sue or take legal action (whether under 35 U.S.C. § 271, under 19 U.S.C. § 1337, or otherwise) against Respondents (or either of them individually), or any Person under the Control of either of them, or any Supply Chain Entity with respect to the Licensed Products.

2.3 **Change of Control.** In the event that, after the Effective Date, any Respondent Entity is acquired or otherwise comes under the Control of a Third Party, the License shall remain in force with respect to such Respondent Entity and their continuing business as merged with or acquired by that of the Third Party.

2.4 **Waiver of Challenge to Validity.** Subject to the last sentence of this Section 2.4, the Respondent Entities agree not to challenge the validity or enforceability of the Licensed Patents, or to assist others in challenging the validity or enforceability of the Licensed Patents except to comply with a subpoena or discovery order issued by a court or panel and not initiated in whole or in part by the Respondent Entities. The restrictions in this paragraph shall become null and void and shall cease to be binding on the Respondent Entities if any Person asserts or makes a Claim against any Respondent Entity or Supply Chain Entity for infringement of any of the Licensed Patents, in connection with any Licensed Product or any activity related thereto.

[REDACTED]

**3. PAYMENT.**

**3.1 Settlement Payment.** Respondents shall pay Lifetime a settlement payment of [REDACTED] (“the Settlement Payment”).

**3.2 Timing of Payment.** Respondent shall pay Lifetime the Settlement Payment no later than [REDACTED].

**3.3 Method of Payment.** The Settlement Payment will be made by wire transfer in U.S. dollars and in immediately available funds. The wire transfer payments shall be made in accordance with the provided instructions for receiving wire transfer to the following beneficiary bank:

[REDACTED]

**3.4 Taxes.** All taxes shall be the financial responsibility of the Party obligated to pay such taxes as determined by the applicable law and neither Party is or shall be liable at any time for any of the other Party’s taxes incurred in connection with or related to amounts paid under this Agreement.

**4. RELEASES AND DISMISSAL.**

**4.1 Release by Lifetime of Respondents.** Except with respect to the obligations created by or arising out of this Agreement and subject to the rights and reservations set forth in Section 4.5, Lifetime does hereby for itself, and for its owners, shareholders, officers, directors, employees, predecessors, agents, successors, heirs, and assigns, release and absolutely discharge the Respondent Entities, any Person under their Control, and each of their current and former direct and indirect Supply Chain Entities, employees, representatives, agents, officers, directors, parents, subsidiaries, past and present, of and from any and all Claims, demands, damages, debts, liabilities, accounts, reckonings, obligations, costs, expenses, liens, attorneys’ fees, actions and causes of action of every kind and nature whatever, (i) asserted, or which could have been asserted, by Lifetime against the Respondent Entities arising out of or in connection with the Proceedings or Licensed Patents, and/or (ii) based in whole or in part on acts of, or on behalf of, the Respondent Entities prior to the Effective Date of this Agreement, with regard to the Licensed Patents, that would have been licensed under this Agreement if performed by, for, or on behalf of the Respondent Entities after the Effective Date of this Agreement. The foregoing release and discharge by Lifetime shall apply to Parties other than the Respondent Entities only with respect to Licensed Products and activity related thereto.





**4.2 Release by Respondent Entities.** Except with respect to the obligations created by or arising out of this Agreement and subject to the rights and reservations set forth in Section 4.5, the Respondent Entities do hereby for themselves and any Person under their Control, legal successors, heirs and assigns, release and absolutely discharge Lifetime, and any Person under its Control, of and from any and all Claims asserted, or which could have been asserted, by Respondents against Lifetime in the Proceedings, or otherwise arising out of or in connection with the Proceedings or the Licensed Patents.

**4.3 Unknown Claims.** Lifetime and the Respondent Entities expressly acknowledge and agree that this Agreement fully and finally releases and forever resolves all Claims between Lifetime and the Respondent Entities related to the Proceedings and the Licensed Patents, including those that are unknown, unanticipated or unsuspected or that may hereafter arise as a result of the discovery of new and/or additional facts. The Parties acknowledge and understand the significance and potential consequences of their release of unknown claims. The Parties intend that the claims released under this Agreement be construed as broadly as possible, within the scope of the releases defined under Sections 4.1 and 4.2 above, and agree to waive and relinquish all rights and benefits each may have under Section 1542 of the Civil Code of the State of California, or any similar statute or law of any other jurisdiction. Section 1542 reads as follows: “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.”

**4.4 Denial of Liability.** The Parties acknowledge that they are entering into this Agreement to resolve disputed claims, that nothing herein shall be construed to be an admission of liability or that the License granted herein was or is necessary, and that the Parties expressly deny any liability to the other Party. Each Party shall bear its own costs and attorneys’ fees incurred in the Proceedings.

**4.5 Dismissal of the Proceedings.** No later than five (5) days after the Effective Date, the Parties shall file stipulations of dismissal of the Proceedings, with each Party to bear its own costs and attorneys’ fees. All Claims in the Proceedings shall be dismissed with prejudice. However, in the event a Party files (the “Filing Party”) after the Effective Date a legal action against another Party (the “Non-Filing Party”) based in whole or in part on claims involving, related to, or arising under the Licensed Patents, the dismissal of the Proceedings with prejudice shall have no preclusive effect under any basis (including but not limited to the doctrines of *res judicata*, claim preclusion, collateral estoppel, or issue preclusion) on the Non-Filing Party; and the Filing Party agrees that it shall not raise, and hereby waives, the dismissal(s) with prejudice (and any legal effect thereof, including, but not limited to, *res judicata*, issue preclusion, claim preclusion, and collateral estoppel) as: (i) a defense to any counterclaim by the Non-Filing Party involving, related to, or arising under the Licensed Patents; and (ii) a basis for the dismissal, striking, or legal insufficiency of any defense asserted by the Non-Filing Party to any claims involving, related to, or arising under the Licensed Patents. For avoidance of doubt, in the event that Lifetime initiates legal action against Respondents (or either of them) for infringement of the Licensed Patents, each Respondent against whom such action is brought expressly reserves the

[REDACTED]

right to bring counterclaims asserting that the Licensed Patents are not infringed, are invalid, and/or are unenforceable, and to maintain defenses asserting the same; and similarly, in the event either Respondent initiates legal action against Lifetime asserting that any of the Licensed Patents are not infringed, are invalid, or are unenforceable, Lifetime expressly reserves its right to bring counterclaims against such Respondent asserting that the Licensed Patents are infringed by that Respondent.

**4.6 Procedure In Support of Dismissal.** The Parties agree to submit or cause to submit appropriate stipulations and proposed orders for extensions of time for all due dates in the Proceedings so that neither Party is required to incur unnecessary expenses in the Proceedings between the Effective Date and the date the Proceedings are dismissed. To the extent any Proceeding cannot be dismissed, or cannot be dismissed with prejudice, the Parties shall take reasonable actions to inform the court, Commission, or office that settlement has been reached, and to otherwise terminate the proceedings on the basis of the settlement.

**5. TERM AND TERMINATION OF LICENSE.**

**5.1 Term.** The Licenses granted under this Agreement are effective as of the Effective Date and continue until the expiration of the last surviving claim of the Licensed Patents.

**6. ASSIGNMENT OF RIGHTS AND OBLIGATIONS.**

**6.1** Each Respondent may assign this Agreement in connection with a merger, acquisition, or sale of substantially all of the assets relating to the business of the Licensed Products, or in connection with a transaction effected solely for the purposes of changing the corporate, organizational form or jurisdiction of organization of an entity or as contemplated in Section 2.3, with notice to Lifetime. No other assignment by Respondents shall be permitted without Lifetime's prior written consent. Lifetime may assign this Agreement only in connection with the assignment, transfer, or exclusive license of the Licensed Patents, and any such assignment, transfer, or exclusive license shall be made subject to this Agreement. Any purported assignment made in contravention of this Section 6.1 shall be null and void.

**7. REPRESENTATIONS AND WARRANTIES AND CONFIDENTIALITY.**

**7.1 Lifetime Representations and Warranties.** Lifetime represents and warrants as of the Effective Date that (1) Lifetime owns and has valid title to the Licensed Patents, and has the right to grant releases and licenses under such patents of the full scope set forth herein; and (2) it has not assigned or otherwise transferred to any other Person any rights to the Licensed Patents that would prevent Lifetime from entering into this Agreement.

**7.2 Mutual Representations and Warranties.** Each Party represents and warrants that, as of the Effective Date, (1) it has the authority to execute this Agreement and has full right, power, and authority to enter into this Agreement and to be legally bound by the terms, conditions, covenants, and releases set forth herein, and (2) this Agreement and its performance under this Agreement will not violate any other agreements between it and any other Person.

[REDACTED]

**7.3 Confidentiality.** No Party shall issue a press release or otherwise disclose for general publication or for public release the existence of the settlement, this agreement, or any terms thereof.

[REDACTED]

neither Party shall disclose the existence or terms of this Agreement or publicize the fact that the Agreement exists except:

- (a) to the extent approved with the prior written consent of the other Party;
- (b) to the extent required to be disclosed to a governmental body having jurisdiction and specifically requiring such disclosure, and in such case the Party making disclosure to the governmental body shall take appropriate steps to limit the further disclosure that may occur by the governmental body;
- (c) to a Party's accountants, legal counsel, tax advisors and other financial and legal advisors, subject to obligations of confidentiality and/or privilege at least as stringent as those contained herein; or
- (d) to the extent disclosure is demanded by a proper and enforceable subpoena, order from a court or government agency, or as may otherwise be required by law or regulation, and subject to protective order or written agreement between counsel that such disclosure shall be limited to an Attorneys Eyes Only designation; and, in the case disclosure is pursuant to a protective order, such protective order shall provide, to the extent practicable, that any production under a protective order would be protected under an Attorneys Eyes Only designation. In the event any disclosure is to be made to any third party pursuant to this Section 7.3(d), the disclosing Party shall (to the extent permissible by law) notify the other Parties to this Agreement prior to the disclosure, and shall not interfere with any lawful efforts of the other Parties (or any one of them) to have the requirement of disclosure removed or limited.

Without limiting the foregoing, the Parties agree that they shall not make any statement, take any action, or engage in any other behavior to cause or encourage any Person to make any Claim or demand against the other Party.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**9. GENERAL PROVISIONS.**

**9.1 Governing Law, Jurisdiction and Venue.** This Agreement shall be governed by, interpreted and construed in accordance with the laws of the State of Delaware, without reference to conflicts of laws principles.

**9.2 Comprehension.** Each Party acknowledges to the other Party that it has been represented by independent legal counsel of its own choice, or has had the opportunity to seek legal counsel, throughout all of the negotiations which preceded the execution of this Agreement and that it has executed this Agreement with the consent and on the advice of such independent legal counsel, if so retained. Each Party further acknowledges that it and its counsel have had adequate opportunity to make whatever investigation or inquiry they may deem necessary or desirable in connection with the subject matter of this Agreement prior to the execution hereof. Each Party has authorized, or directed their respective attorneys to execute and deliver, such other and further documents as may be required to carry out the terms and conditions of this Agreement.

**9.3 Interpretation.** The language of this Agreement has been approved by counsel for the Parties. The language of this Agreement shall be construed as a whole according to its fair meaning and none of the Parties (or the Parties' respective attorneys) shall be deemed to be the

[REDACTED]

draftsman of this Agreement in any action which may hereafter arise between the Parties. The bolded headings and captions used herein shall not be used to interpret or construe this Agreement. The Recitals have been relied upon by the Parties, and are material to the agreement set forth herein.

**9.4 Entire Agreement.** The Parties intend for this Agreement to be binding and enforceable. This Agreement, including any attached exhibits which are incorporated by reference herein, constitute the entire agreement between the Parties and supersede all previous communications, representations, agreements or understandings, either oral or written, between the Parties with respect to the subject matter hereof. This Agreement may be amended supplemented or modified only by a written instrument duly executed by or on behalf of each Party hereto which specifically refers to this Agreement.

**9.5 Waiver.** No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving Party.

**9.6 Severability.** If any provision of this Agreement shall be determined to be invalid, illegal or unenforceable under any controlling body of law, that provision shall be reformed, construed, and enforced in a manner to maintain its originally stated effect to the maximum extent permissible; and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

**9.7 Counterparts.** This Agreement may be signed in counterparts, each of which shall be deemed an original hereof, but all of which together shall constitute one and the same instrument. Delivery of signatures by means of facsimile or electronic mail shall be as effective as original signatures.

**9.8 Bankruptcy.** Each Party acknowledges that all rights and licenses granted by it under or pursuant to this Agreement are, and shall otherwise be deemed to be, for purposes of Section 365(n) of the United States Bankruptcy Code (the "Bankruptcy Code"), licenses of rights to "intellectual property" as defined under Section 101(35A) of the Bankruptcy Code. Each Party acknowledges that if such party as a debtor in possession, or a trustee-in-bankruptcy in a case under the Bankruptcy Code, rejects this Agreement, the other Party may elect to retain its rights under this Agreement as provided in Section 365(n) of the Bankruptcy Code. The Parties further agree that any limitation imposed by 11 U.S.C. § 365(c)(1), or successor provisions, shall only apply with respect to assignments that are prohibited by the terms of this Agreement, but shall not apply to any assumption by a Party of this Agreement and its rights hereunder. The terms of this provision 9.8 only apply after Respondents' payment pursuant to Section 3.

**9.9 Duty to Effectuate.** The Parties agree to perform any lawful additional acts, including the execution of additional agreements, as are reasonably necessary to effectuate the purpose of this Agreement.

**9.10 Notice.** Any notice required by this Agreement shall be in writing to the



Parties at their respective addresses set forth below or to such other address as a Party may subsequently specify by notice. If any such notice is provided by email, a copy of such notice will be concurrently sent by U.S. Mail, postage prepaid.

If to Lifetime:

Lifetime Products, Inc.  
P.O. Box 160010  
Freeport Center, Building D-12  
Attn: Legal Department  
Clearfield, UT 84016



If to Russell:

Russell Brands, LLC  
Attn: Legal Department  
One Fruit of the Loom Drive  
P.O. Box 90015  
Bowling Green, KY 42102-9015

Email: 

With courtesy copy to:

Attn: Nathan Johnson, Esq. (File 0R8480)  
Bradley Arant Boult Cummings LLP  
One Federal Place  
1819 5th Avenue N  
Birmingham, AL 35203

Email: [njohnson@bradley.com](mailto:njohnson@bradley.com)

If to Reliable:

Attention: Jeff Wu (Legal Notice)  
Reliable Sports Equipment (Wujiang) Co. Ltd.  
No. 4888 Linhu Road  
Lili Town, Wujiang City  
Jiangsu, China 215212

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK]





**IN WITNESS WHEREOF**, the Parties do hereby execute this Settlement and Patent License Agreement by duly authorized officials as of the Effective Date:

**Lifetime Products, Inc.**

By: Richard D. Hendrickson

Name: Richard D. Hendrickson

Title: CEO

Date: 8-23-2017

**Russell Brands, LLC**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Reliable Sports Equipment (Wujiang) Co. Ltd.**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**IN WITNESS WHEREOF**, the Parties do hereby execute this Settlement and Patent License Agreement by duly authorized officials as of the Effective Date:

**Lifetime Products, Inc.**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Russell Brands, LLC**

By: Richard C. Price

Name: Richard C. Price

Title: EVP, Spalding and Chief Financial Officer

Date: August 23, 2017

**Reliable Sports Equipment (Wujiang) Co. Ltd.**

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

Name: Jeff Wu

Title: General Manager

Date: \_\_\_\_\_



**IN WITNESS WHEREOF**, the Parties do hereby execute this Settlement and Patent License Agreement by duly authorized officials as of the Effective Date:

**Lifetime Products, Inc.**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Russell Brands, LLC**


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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Reliable Sports Equipment (Wujiang) Co. Ltd.**

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

Name: Jeff Wu

Title: General Manager

Date: 2017.8.23

[REDACTED]

**CONFIDENTIAL SETTLEMENT, RELEASE, AND PATENT LICENSE AGREEMENT**

**Exhibit A**

[REDACTED]

[REDACTED]

[REDACTED]

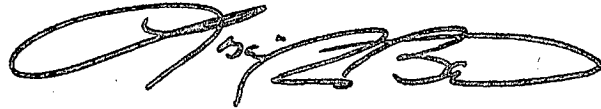
[REDACTED]

[REDACTED]

[REDACTED]

**PUBLIC CERTIFICATE OF SERVICE**

I, Lisa R. Barton, hereby certify that the attached **ORDER** has been served by hand upon the following parties as indicated, on September 6, 2017



\_\_\_\_\_  
Lisa R. Barton, Secretary  
U.S. International Trade Commission  
500 E Street, SW, Room 112  
Washington, DC 20436

**On Behalf of Complainant Lifetime Products, Inc.:**

Daniel E. Yonan, Esq.  
**STERNE, KESSLER, GOLDSTEIN & FOX, L.L.C.**  
1100 New York Avenue, N.W.  
Washington, DC 20005

- Via Hand Delivery  
 Via Express Delivery  
 Via First Class Mail  
 Other: \_\_\_\_\_

**On Behalf of Respondents Russell Brands, LLC d/b/a  
Spaulding and Reliable Sports Equipment (Wujiang) Co.  
Ltd.:**

V. James Adduci, II  
Adduci, Mastriani & Schaumberg, L.L.P  
1133 Connecticut Ave., NW, 12<sup>th</sup> Floor  
Washington, DC 20036

- Via Hand Delivery  
 Via Express Delivery  
 Via First Class Mail  
 Other: \_\_\_\_\_