

1 *Avionics Systems Corporation v. Optima Technology Group, Inc.*, No. CV 07-588-TUC-RCC
2 (the "Arizona Action").

3 3. Attached as Exhibit 2 is a true and correct copy of the August 18, 2008 Order
4 from the Arizona Action.

5 4. After Defendant Zandian filed the forged and invalid assignment document
6 with the USPTO relating to the Patents, I was forced to spend \$90,000 in attorneys' fees in the
7 Arizona Action where the Court ordered that the USPTO correct record title to the Patents.

8 Attached as Exhibit 3 are true and correct copies of the records from my bank showing three
9 transfers of \$30,000 each. Two transfers went to Optima Technology Group and one transfer
10 went directly to the attorneys representing Optima Technology Group and myself. The three
11 transfers were for the payment of attorneys' fees in the Arizona Action.
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13 5. I was to be paid \$210,000 pursuant to a patent purchase agreement that failed
14 as a proximate result of the Defendants' actions as stated in the Amended Complaint. I cannot
15 publicly provide documentation or specific details of the actual purchase agreement because of
16 the confidentiality provisions in the agreement. However, I will provide the Court with
17 documentation of the agreement so the Court can review the agreement *in camera*. Also, on
18 April 14, 2008, Optima Technology Group entered into a purchase agreement to sell the '073
19 and '724 Patents to another entity which would have netted me \$210,000 on the purchase price
20 of the subject Patents alone. The purchase agreement also included a provision for post patent
21 sale royalty payments which would have provided me with additional substantial income.
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23 Finally, the April 14, 2008 purchase agreement provided the purchasing entity an opportunity
24 to conduct due diligence regarding the Arizona Action. On June 13, 2008, the purchasing
25 entity wrote Optima Technology Group and stated that they had completed their due diligence
26 investigation and determined that the Patents and/or the Arizona Action were not acceptable
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1 and therefore the purchase agreement was terminated. Simply put, the purchase agreement
2 was terminated because of Defendants' actions.

3 I declare under penalty of perjury that the foregoing is true and correct to the best of
4 my knowledge.

5 Dated: April 8, 2013.

6 By: Jed Margolin
7 JED MARGOLIN
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