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IN THE SUPREME COURT OF THE STATE OF NEVADA

REZA ZANDIAN A/K/A/ GOLAMREZA
ZANDIANJAZI A/K/A GHOLAM REZA
ZANDIAN A/K/A REZA JAZI A/K/A J.
REZA JAZI, A/K/A/ G. REZA JAZI
A/K/A/ GHONOREZA ZANDIAN JAZI,
AN INDIVIDUAL,

Appellant,

vs.

JED MARGOLIN, AN INDIVIDUAL,

Respondent.

Nevada Supreme Court

Case No. 65960

Electronically Filed

Jan 21 2015 09:13 a.m.

District Court Case No.

Tracie K. Lindeman

090C005790P

Clerk of Supreme Court

Appeal from the First Judicial District Court of the State of Nevada
In and For Carson City
The Honorable James T. Russell, District Judge

RESPONDENT'S APPENDIX

Volume I

Matthew D. Francis

Nevada Bar No. 6978

Adam P. McMillen

Nevada Bar No. 10678

WATSON ROUNDS

5371 Kietzke Lane

Reno, NV 89511

Telephone: 775-324-4100

Attorneys for Respondent Jed Margolin

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**ALPHABETICAL INDEX TO
RESPONDENT'S APPENDIX ("R.A.")**

***REZA ZANDIANA aka GOLAMREZA ZANDIANJAZI aka GHOLAM REZA
ZANDIAN aka REZA ZANDIAN aka J. REZA aka G. REZA JAZI aka
GHONOREZA ZANDIAN JAZI, an individual,***

Appellant,

vs.

JED MARGOLIN, an individual,

Respondent.

Nevada Supreme Court Case Number: 65960

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DOCUMENT	DATE	VOLUME	PAGE(S)
Amended Answer, Counterclaims, Cross-Claims and Third-Party Claims of Optima Technology, Inc. (Arizona Action, Case No. 4:07-CV- 00588-RCC)	Jan. 24, 2008	I	87-119
Amended Complaint	Aug. 11, 2011	I	1-8
Application for Default Judgment; Memorandum of Points and Authorities in Support Thereof	April 17, 2013	I	127-139
Civil Docket (Arizona Action Case No. 4:07-cv-00588-RCC)	March 9, 2011		69-86
Declaration of Jed Margolin in support of Application for Default Judgment	April 17, 2011	I	9-54
Motion to Dismiss on a Special Appearance	Nov. 17, 2011	I	120-126
Notice of Appeal	Mar.15, 2013	I	67-68
Order Arizona Action	Aug. 18, 2008		65-66
USPTO Patent Assignments	Dec. 2010	I	55-64

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24

Dated this 20th day of January, 2015 WATSON ROUNDS, P.C.

25
26
27
28

/s/ Adam P. McMillen

Matthew D. Francis, Esq. (SBN: 6978)
Adam P. McMillen, Esq. (SBN: 10678)
5371 Kietzke Lane
Reno, NV 89511
Attorneys for Respondent

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CERTIFICATE OF MAILING

Pursuant to NRAP 25(1), I hereby certify that I am an employee of the Law Offices of WATSON ROUNDS and that on this date a true copy of the foregoing **RESPONDENT'S APPENDIX VOLUME I**, by Nevada Supreme Court CM/ECF Electronic Filing addressed to each of the following:

Jason D. Woodbury
Severin A. Carlson
Kaempfer Crowell
510 West Fourth Street
Carson City, Nevada 89703

DATED: This 20th day of January, 2015.

/s/ Nancy R. Lindsley
An Employee of Watson Rounds

1 Matthew D. Francis (6978)
2 Adam P. McMillen (10678)
3 WATSON ROUNDS
4 5371 Kietzke Lane
5 Reno, NV 89511
6 Telephone: 775-324-4100
7 Facsimile: 775-333-8171
8 *Attorneys for Plaintiff Jed Margolin*

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ALAN GLOVER
BY C. COOPER CLERK
DEPUTY

9
10 **In The First Judicial District Court of the State of Nevada**
11 **In and for Carson City**

12 **JED MARGOLIN, an individual,**

13 **Plaintiff,**

14 **vs.**

15 **OPTIMA TECHNOLOGY CORPORATION,**
16 **a California corporation, OPTIMA**
17 **TECHNOLOGY CORPORATION, a Nevada**
18 **corporation, REZA ZANDIAN**
19 **aka GOLAMREZA ZANDIANJAZI**
20 **aka GHOLAM REZA ZANDIAN**
21 **aka REZA JAZI aka J. REZA JAZI**
22 **aka G. REZA JAZI aka GHONONREZA**
23 **ZANDIAN JAZI, an individual, DOE**
24 **Companies 1-10, DOE Corporations 11-20,**
25 **and DOE Individuals 21-30,**

26 **Defendants.**

Case No.: 090C00579 1B

Dept. No.: 1

AMENDED COMPLAINT
(Exemption From Arbitration Requested)

27 Plaintiff, JED MARGOLIN ("Mr. Margolin"), by and through his counsel of record,
28 WATSON ROUNDS, and for his Complaint against Defendants, hereby alleges and complains
as follows:

The Parties

1. Plaintiff Mr. Margolin is an individual residing in Storey County, Nevada.
2. On information and belief, Defendant Optima Technology Corporation is a California corporation with its principal place of business in Irvine, California.

Facts

1
2 9. Plaintiff Mr. Margolin is the named inventor on numerous patents and patent
3 applications, including United States Patent No. 5,566,073 (“the ‘073 Patent”), United States
4 Patent No. 5,904,724 (“the ‘724 Patent”), United States Patent No. 5,978,488 (“the ‘488
5 Patent”) and United States Patent No. 6,377,436 (“the ‘436 Patent”) (collectively “the Patents”).

6 10. Mr. Margolin is the legal owner and owner of record for the ‘488 and ‘436
7 Patents, and has never assigned those patents.

8 11. In July 2004, Mr. Margolin granted to Optima Technology Group (“OTG”), a
9 Cayman Islands Corporation specializing in aerospace technology, a Power of Attorney
10 regarding the ‘073 and ‘724 Patents. In exchange for the Power of Attorney, OTG agreed to
11 pay Mr. Margolin royalties based on OTG’s licensing of the ‘073 and ‘724 Patents.

12 12. In May 2006, OTG and Mr. Margolin licensed the ‘073 and ‘724 Patents to
13 Geneva Aerospace, Inc., and Mr. Margolin received a royalty payment pursuant to the royalty
14 agreement between Mr. Margolin and OTG.

15 13. On about July 20, 2004, Mr. Margolin assigned the ‘073 and ‘724 Patents to
16 OTG.

17 14. In about November 2007, OTG licensed the ‘073 Patent to Honeywell
18 International, Inc., and Mr. Margolin received a royalty payment pursuant to the royalty
19 agreement between Mr. Margolin and OTG.

20 15. In December 2007, Defendant Zandian filed with the U.S. Patent and Trademark
21 Office (“USPTO”) fraudulent assignment documents allegedly assigning all four of the Patents
22 to Optima Technology Corporation.

23 16. Upon discovery of the fraudulent filing, Mr. Margolin: (a) filed a report with the
24 Storey County Sheriff’s Department; (b) took action to regain record title to the ‘488 and ‘436
25 Patents that he legally owned; and (c) assisted OTG in regaining record title of the ‘073 and
26 ‘724 Patents that it legally owned and upon which it contracted with Mr. Margolin for royalties.

27 17. Shortly before this, Mr. Margolin and OTG had been named as defendants in an
28 action for declaratory relief regarding non-infringement of the ‘073 and ‘724 Patents in the

1 United States District Court for the District of Arizona, in a case titled: *Universal Avionics*
2 *Systems Corporation v. Optima Technology Group, Inc.*, No. CV 07-588-TUC-RCC (the
3 “Arizona Action”). In the Arizona Action, Mr. Margolin and OTG filed a cross-claim for
4 declaratory relief against Optima Technology Corporation (Zandian) in order to obtain legal
5 title to their respective patents.

6 18. On August 18, 2008, the United States District Court for the District of Arizona
7 entered a final judgment in favor of Mr. Margolin and OTG on their declaratory relief action,
8 and ordered that OTC—California and OTC—Nevada had no interest in the ‘073 or ‘724
9 Patents, that the assignment documents filed by Zandian with the USPTO were “forged, invalid,
10 void, of no force and effect,” that the USPTO was to correct its records with respect to any
11 claim by OTC to the Patents and/or the Power of Attorney, and that OTC was enjoined from
12 asserting further rights or interests in the Patents and/or Power of Attorney. Attached as Exhibit
13 A is a copy of the Order from the United States District Court in the Arizona Action.

14 19. Due to Defendants’ fraudulent acts, title to the Patents was clouded and
15 interfered with Plaintiff’s and OTG’s ability to license the Patents.

16 20. During the period of time Mr. Margolin worked to correct record title of the
17 Patents in the Arizona Action and with the USPTO, he incurred significant litigation and other
18 costs associated with those efforts.

19 **Claim 1--Conversion**
20 **(Against All Defendants)**

21 21. Paragraphs 1-20 of the Complaint set forth above are incorporated herein by
22 reference.

23 22. Through the fraudulent acts described above, Defendants wrongfully exerted
24 dominion over the Patents, thereby depriving Mr. Margolin of the use of such property.

25 23. The Patents and the royalties due Mr. Margolin under the Patents were the
26 personal property of Mr. Margolin.

27 24. As a direct and proximate result of the Defendants’ conversion, Mr. Margolin
28 has suffered damages in excess of ten thousand dollars (\$10,000), entitling him to the relief set

1 forth below.

2 **Claim 2--Tortious Interference With Contract**
3 **(Against All Defendants)**

4 25. Paragraphs 1-24 of the Complaint set forth above are incorporated herein by
5 reference.

6 26. Mr. Margolin was a party to a valid contract with OTG for the payment of
7 royalties based on the license of the '073 and '724 Patents.

8 27. Defendants were aware of Mr. Margolin's contract with OTG.

9 28. Defendants committed intentional acts intended and designed to disrupt and
10 interfere with the contractual relationship between Mr. Margolin and OTG.

11 29. As a result of the acts of Defendants, Mr. Margolin's contract with OTG was
12 actually interfered with and disrupted.

13 30. As a direct and proximate result of the Defendants' tortious interference with
14 contract, Mr. Margolin has suffered damages in excess of ten thousand dollars (\$10,000),
15 entitling him to the relief set forth below.

16 **Claim 3—Intentional Interference with Prospective Economic Advantage**
17 **(Against All Defendants)**

18 31. Paragraphs 1-30 of the Complaint set forth above are incorporated herein by
19 reference.

20 32. Defendants were aware of Mr. Margolin's prospective business relations with
21 licensees of the Patents.

22 33. Defendants purposely, willfully and improperly attempted to induce Mr.
23 Margolin's prospective licensees to refrain from engaging in business with Mr. Margolin.

24 34. The foregoing actions by Defendants interfered with the business relationships of
25 Mr. Margolin, and were done intentionally and occurred without consent or authority of Mr.
26 Margolin.

27 35. As a direct and proximate result of the Defendants' tortious interference, Mr.
28 Margolin has suffered damages in excess of ten thousand dollars (\$10,000), entitling him to the
relief set forth below.

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Claim 4—Unjust Enrichment
(Against All Defendants)

36. Paragraphs 1-35 of the Complaint set forth above are incorporated herein by reference.

37. Defendants wrongfully obtained record title to the Patents.

38. Defendants were aware that record title to the Patents was valuable, and were aware of the benefit derived from having record title.

39. Defendants unjustly benefitted from the use of Mr. Margolin's property without compensation to Mr. Margolin.

40. As a direct and proximate result of Defendants' aforementioned acts, Mr. Margolin is entitled to equitable relief.

Claim 5—Unfair and Deceptive Trade Practices
(Against All Defendants)

41. Paragraphs 1-40 of the Complaint set forth above are incorporated herein by reference.

42. The Defendants, engaging in the acts and conduct described above, have knowingly and willfully committed unfair and deceptive trade practices under NRS 598.0915 by making false representations.

43. As a direct and proximate result of the Defendants' unfair and deceptive trade practices, Mr. Margolin has suffered damages in excess of ten thousand dollars (\$10,000), entitling him to the relief set forth below.

WHEREFORE, Plaintiff Jed Margolin, prays for judgment against the Defendants as follows:

1. That Plaintiff be awarded damages for Defendants' tortious conduct;
2. That Plaintiff be awarded damages for Defendants' unjust enrichment;
3. That Plaintiff be awarded damages for Defendants' commission of unfair and deceptive trade practices, in an amount to be proven at trial, with said damages being trebled pursuant to NRS 598.0999;


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CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am an employee of Watson Rounds, and that on this date, I deposited for mailing, in a sealed envelope, with first-class postage prepaid, a true and correct copy of the foregoing document, **AMENDED COMPLAINT** (Exemption From Arbitration Requested), addressed as follows:

John Peter Lee
John Peter Lee, Ltd.
830 Las Vegas Blvd. South
Las Vegas, NV 89101

Dated: August 11, 2011



Carla Ousby

1 Matthew D. Francis (6978)
Adam P. McMillen (10678)
WATSON ROUNDS
2 5371 Kietzke Lane
Reno, NV 89511
3 Telephone: 775-324-4100
Facsimile: 775-333-8171
4 Attorneys for Plaintiff Jed Margolin

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ALAN GLOVER
BY _____ CLERK
J. BIGGINS DEPUTY

7 **In The First Judicial District Court of the State of Nevada**
8 **In and for Carson City**

9 **JED MARGOLIN, an individual,**

10 **Plaintiff,**

11 **vs.**

12 **OPTIMA TECHNOLOGY CORPORATION,**
13 **a California corporation, OPTIMA**
14 **TECHNOLOGY CORPORATION, a Nevada**
15 **corporation, REZA ZANDIAN aka**
16 **GOLAMREZA ZANDIANJAZI aka**
17 **GHOLAM REZA ZANDIAN aka REZA JAZI**
18 **aka J. REZA JAZI aka G. REZA JAZI aka**
19 **GHONONREZA ZANDIAN JAZI, an**
20 **individual, DOE Companies**
1-10, DOE Corporations 11-20, and DOE
Individuals 21-30,

21 **Defendants.**

Case No.: 090C00579 1B

Dept. No.: 1

DECLARATION OF JED MARGOLIN
IN SUPPORT OF APPLICATION FOR
DEFAULT JUDGMENT

22 I, Jed Margolin do hereby declare and state as follows:

23 1. I am the named inventor on United States Patent No. 5,566,073 ("the '073
24 Patent"), United States Patent No. 5,904,724 ("the '724 Patent"), United States Patent No.
25 5,978,488 ("the '488 Patent") and United States Patent No. 6,377,436 ("the '436 Patent")
26 (collectively "the Patents").

27 2. Attached as Exhibit 1 is a true and correct copy of the Amended Answer,
28 Counterclaims, Cross-Claims and Third-Party Claims filed in the action captioned *Universal*

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.
12

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.
22 Finally, the April 14, 2008 purchase agreement provided the purchasing entity an opportunity
23 to conduct due diligence regarding the Arizona Action. On June 13, 2008, the purchasing
24 entity wrote Optima Technology Group and stated that they had completed their due diligence
25 investigation and determined that the Patents and/or the Arizona Action were not acceptable
26
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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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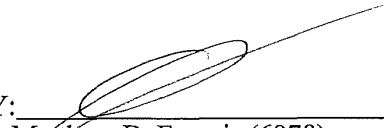
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AFFIRMATION

Pursuant to NRS 239B.030, the undersigned does hereby affirm that the preceding document does not contain the social security number of any person.

Dated: April 16, 2013.

BY: _____


Matthew D. Francis (6978)
~~Adam P. McMillen (10678)~~
WATSON ROUNDS
5371 Kietzke Lane
Reno, NV 89511
Telephone: 775-324-4100
Facsimile: 775-333-8171
Attorneys for Plaintiff Jed Margolin

1 **CERTIFICATE OF SERVICE**

2 Pursuant to NRC 5(b), I certify that I am an employee of Watson Rounds, and that on
3 this date, I deposited for mailing, in a sealed envelope, with first-class postage prepaid, a true
4 and correct copy of the foregoing document, **DECLARATION OF JED MARGOLIN IN**
5 **SUPPORT OF APPLICATION FOR DEFAULT JUDGMENT**, addressed as follows:

6 Reza Zandian
7 8775 Costa Verde Blvd. #501
8 San Diego, CA 92122

9 Optima Technology Corp.
10 A California corporation
11 8775 Costa Verde Blvd. #501
12 San Diego, CA 92122

13 Optima Technology Corp.
14 A Nevada corporation
15 8775 Costa Verde Blvd. #501
16 San Diego, CA 92122

17 Dated: April 16, 2013

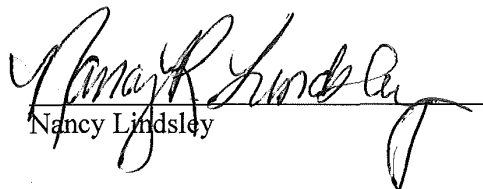
18 
19 Nancy Lindsley

Exhibit 1

Exhibit 1

R.A.000014

JM_SC2_0972

1 **CHANDLER & UDALL, LLP**
2 ATTORNEYS AT LAW
3 4801 E. BROADWAY BLVD., SUITE 400
4 TUCSON, ARIZONA 85711-3638
5 Telephone: (520) 623-4353
6 Fax: (520)792-3426

7 Edward Moomjian II, PCC # 65050, SBN 016667
8 Jeanna Chandler Nash, PCC # 65674, SBN 022384
9 Attorneys for Defendants Adams, Margolin and Optima Technology Inc. a/k/a Optima
10 Technology Group, Inc.

11 **UNITED STATES DISTRICT COURT**

12 **DISTRICT OF ARIZONA**

13 UNIVERSAL AVIONICS SYSTEMS
14 CORPORATION,

15 Plaintiff,

16 vs.

17 OPTIMA TECHNOLOGY GROUP, INC.,
18 OPTIMA TECHNOLOGY CORPORATION,
19 ROBERT ADAMS and JED MARGOLIN,

20 Defendants

NO. CV-00588-RC

**AMENDED ANSWER,
COUNTERCLAIMS, CROSS-
CLAIMS AND THIRD-PARTY
CLAIMS OF OPTIMA
TECHNOLOGY INC. A/K/A
OPTIMA TECHNOLOGY
GROUP, INC.**

21 OPTIMA TECHNOLOGY INC. a/k/a
22 OPTIMA TECHNOLOGY GROUP, INC., a
23 corporation,

24 Counterclaimant,

25 vs.

26 UNIVERSAL AVIONICS SYSTEMS
CORPORATION, an Arizona corporation,

Counterdefendant

JURY TRIAL DEMANDED

Assigned to: Hon. Raner C. Collins

OPTIMA TECHNOLOGY INC. a/k/a
OPTIMA TECHNOLOGY GROUP, INC., a
corporation,

Cross-Claimant,

vs.

OPTIMA TECHNOLOGY CORPORATION,
a corporation,

Cross-Defendant

R.A.000015

JM_SC2_0973

1
2 OPTIMA TECHNOLOGY INC. a/k/a
3 OPTIMA TECHNOLOGY GROUP, INC., a
4 corporation,

Third-Party Plaintiff,

5 vs.

6 JOACHIM L. NAIMER and JANE DOE
7 NAIMER, husband and wife; and FRANK E.
8 HUMMEL and JANE DOE HUMMEL,

Third-Party Defendants.

9 Defendant/Counterclaimant/Cross-Claimant/Third-Party Plaintiff Optima Technology
10 Inc. a/k/a Optima Technology Group Inc. (hereinafter "Optima"), by and through undersigned
11 counsel, hereby submits its *Amended Answer* to the Plaintiff's *Complaint* herein, including its
12 *Counterclaims*, *Cross-Claims* and *Third-Party Claims* herein.

13 As stated in Optima's original *Answer*, due to its contemporaneously-filed *Motion to*
14 *Dismiss* asserting that Counts V, VI and VII fail to state a claim against Optima, Optima
15 answers herein the general allegations of the *Complaint*, and those of Counts I-IV, and will
16 amend this *Answer* to answer Counts V, VI and/or VII at such time, and to the extent that, the
17 Court herein denies that *Motion* in whole or in part. *See* Rule 12(a)(4), Fed.R.Civ.P.¹

18 The following paragraphs are in response to the allegations of the correspondingly
19 numbered paragraphs of the *Complaint*:

20 **INTRODUCTORY PARAGRAPH**

21 Deny the allegations of Plaintiff's Introductory Paragraph (page 1 line 19 through page
22

23 ¹ The District of Arizona has adopted the majority view "that even though a pending
24 motion to dismiss may only address some of the claims alleged, the motion to dismiss tolls the
25 time to respond to all claims." *Pestube Systems, Inc. v. Hometeam Pest Defense, LLC.*, 2006
26 WL 1441014 *7 (D.Ariz. 2006). However, because this is an unpublished decision, and only
to avoid any potential dispute with Plaintiff whether a failure to answer the allegations of
Counts I-IV of the *Complaint* (i.e., those claims that are not the subject of the *Motion to*
Dismiss) could be deemed a failure to defend those allegations for purposes of a default,
Optima proceeds to answer those allegations and claims herein.

1 2 line 3 of the *Complaint*).

2 **NATURE OF THE ACTION**

3 1. Admit that the *Complaint* seeks declarations of invalidity and non-infringement
4 of U.S. Patent Nos. 5,566,073 (the “‘073 patent”) and 5,904,724 (the “‘724 patent”).² Admit
5 that the *Complaint* asserts claims for breach of contract, unfair competition and negligent
6 interference. Deny validity of all such assertions and claims. Deny all remaining allegations.

7 **THE PARTIES**

8 2. Deny for lack of knowledge.

9 3. Admit. Affirmatively allege that Optima Technology Group Inc. is also known
10 and has been and does business as Optima Technology Inc.

11 4. Denied. Affirmatively allege that Optima Technology Corporation (hereinafter
12 “OTC”) has no relationship whatsoever to Optima.

13 5. Denied. Affirmatively alleged that Defendant Robert Adams (“Adams”) is the
14 Chief Executive Officer of Optima.

15 6. Denied.

16 7. Denied.

17 **JURISDICTION AND VENUE**

18 8. Admit that the *Complaint* seeks declarations of invalidity and non-infringement
19 of the ‘073 patent and the ‘724 patent, and asserts claims for breach of contract, unfair
20 competition and negligent interference. Deny validity of all such assertions and claims. Deny
21 all remaining allegations.

22 9. Admit that the Court has original jurisdiction over Counts I-IV of the *Complaint*
23 asserting non-infringement and invalidity of the Patents (although Optima denies the assertions
24 and validity of those claims) as to Defendant Optima. Affirmatively allege that co-Defendant
25

26 ² The ‘073 patent and the ‘724 patent are collectively referred to herein as the “Patents.”

1 OTC, to the extent that it purportedly exists, does not own or have any other interest in the
2 Patents. Deny that the Court has jurisdiction over Counts V, VI and VII of the *Complaint*, and
3 affirmatively allege that Plaintiff lacks Article III standing with respect thereto. Affirmatively
4 allege that Counts V, VI and VII fail to state a claim against Optima as asserted in Optima's
5 *Motion to Dismiss*. Deny that the Court has supplemental jurisdiction over Counts V, VI and
6 VII of the *Complaint*. Deny all remaining allegations.

7 10. Deny.

8 **THE PATENTS-IN-SUIT**

9 11. Admit that the '073 patent is duly and legally issued and is valid. Admit that a
10 copy of the '073 patent is attached as Exhibit 1 to the *Complaint*. Admit the '073 patent was
11 assigned to Optima which is the current owner of the '073 patent. Deny that OTC has any right
12 or interest in the '073 patent. Deny all remaining allegations.

13 12. Admit that the '724 patent is duly and legally issued and is valid. Admit that a
14 copy of the '724 patent is attached as Exhibit 2 to the *Complaint*. Admit the '724 patent was
15 assigned to Optima which is the current owner of the '724 patent. Deny that OTC has any right
16 or interest in the '724 patent. Deny all remaining allegations.

17 13. Admit that Defendant Jed Margolin at one time granted a Power of Attorney to
18 Optima. Admit that a copy of the Power of Attorney is attached as Exhibit 3 to the *Complaint*.
19 Admit that the Power of Attorney appointed "Optima Technology Inc. - Robert Adams, CEO"
20 as Margolin's agent with respect to the Patents. Affirmatively allege that OTC has and had no
21 right or interest under the Power of Attorney. Affirmatively allege that the Power of Attorney
22 was superseded by an assignment of the Patents to Optima prior to the filing of the *Complaint*
23 herein. Affirmatively allege that the Power of Attorney was subsequently revoked and is no
24 longer valid or in force. Deny all remaining allegations.

25 **FACTS**

26 14. Admit that Adams communicated (as CEO of Optima) with Plaintiff's counsel.

1 Affirmatively allege that the text of Exhibit 4 to the *Complaint* speaks for itself. Deny all
2 remaining allegations.

3 15. Admit that Jed Margolin communicated with Adams (as CEO of Optima), and
4 that Adams (as CEO of Optima) communicated with Plaintiff's counsel. Affirmatively allege
5 that the text of Exhibit 5 to the *Complaint* speaks for itself. Deny all remaining allegations.

6 16. Admit. Affirmatively allege that Adams' alleged actions as described in
7 Paragraph 16 of the *Complaint* were in his capacity as CEO of Optima.

8 17. Admit that Plaintiff is/was infringing on the Patents. Admit that Adams (as CEO
9 of Optima) communicated with Plaintiff's counsel. Affirmatively allege that the text of
10 Exhibit 5 to the *Complaint* speaks for itself. Deny all remaining allegations.

11 18. Admit that Adams communicated (as CEO of Optima) with Plaintiff and its
12 counsel. Admit that Plaintiff is/was infringing on the Patents. Affirmatively allege that the text
13 of Exhibit 5 to the *Complaint* speaks for itself. Deny all remaining allegations.

14 19. Admit that Adams communicated (as CEO of Optima) with Plaintiff and its
15 counsel. Admit that Plaintiff is/was infringing on the Patents. Deny all remaining allegations.

16 20. Admit that Adams communicated (as CEO of Optima) with Plaintiff and its
17 counsel. Affirmatively allege that the text of Exhibit 6 to the *Complaint* speaks for itself.
18 Deny all remaining allegations.

19 21. Admit that Adams communicated (as CEO of Optima) with Plaintiff and its
20 counsel. Affirmatively allege that the text of Exhibit 7 to the *Complaint* speaks for itself.
21 Deny all remaining allegations.

22 22. Admit. Affirmatively allege that Adams' alleged actions as described in
23 Paragraph 22 of the *Complaint* were in his capacity as CEO of Optima.

24 23. Admit. Affirmatively allege that the text of Exhibit 8 to the *Complaint* speaks
25 for itself. Affirmatively allege that Plaintiff, through its actions, has waived its rights under
26 Exhibit 8 to the *Complaint*.

1 24. Affirmatively allege that the text of Exhibit 9 to the *Complaint* speaks for itself.
2 Deny all remaining allegations.

3 25. Admit second sentence of Paragraph 25 of the *Complaint* to the extent it asserts
4 that the following persons attended the meeting on behalf of Plaintiff: Donald Berlin, Andria
5 Poe, Paul DeHerrera, Frank Hummel, Michael P. Delgado, and Scott Bornstein. Deny all
6 remaining allegations.

7 26. Admit that Adams communicated (as CEO of Optima) with Plaintiff and its
8 counsel. Deny all remaining allegations.

9 27. Admit that Adams communicated (as CEO of Optima) with Plaintiff and its
10 counsel. Deny all remaining allegations.

11 28. Deny.

12 29. Admit that Jed Margolin communicated with Plaintiff. Deny all remaining
13 allegations.

14 30. Admit that OTC, which is upon information and belief owned and controlled by
15 Reza Zandian a/k/a Gholamreza Zandianjazi, may have been involved in filing numerous
16 and/or frivolous state court lawsuits. Deny all remaining allegations. Affirmatively allege that
17 OTC, and any such lawsuits, are completely unrelated to Optima.

18 31. Admit that Adams communicated (as CEO of Optima) with Plaintiff and its
19 counsel. Affirmatively allege that the text of Exhibit 10 to the *Complaint* speaks for itself.
20 Deny all remaining allegations.

21 32. Deny for lack of knowledge.

22 33. Deny Plaintiff's "conclusion" for lack of knowledge. Deny all remaining
23 allegations.

24 34. Admit that Adams communicated (as CEO of Optima) with Plaintiff and its
25 counsel. Affirmatively allege that the text of Exhibits 11 and 12 to the *Complaint* speak for
26 themselves. Deny all remaining allegations.

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COUNT FOUR

Declaratory Judgment of Invalidity of the '724 Patent

56. Optima repeats and restates the statements of paragraphs 1-55 above as if fully set forth herein.

57. Deny that Optima made an "unreasonable" licensing demand of Plaintiff. Admit with respect to Optima. Deny that OTC has any right or interest in the Patents. Deny all remaining allegations.

58. Deny.

59. Admit that Plaintiff seeks a declaration as described in Paragraph 59 of the *Complaint*. Deny that Plaintiff is entitled to such a declaration. Deny all remaining allegations.

COUNTS FIVE THROUGH SEVEN

Defendant Optima has contemporaneously filed a *Motion to Dismiss* seeking to dismiss Counts Five through Seven of the *Complaint* against it for failure to state a claim. As such, Defendant Optima will amend this *Answer* and respond to Counts V, VI and/or VII of the *Complaint* at such time, and to the extent that, the Court herein denies that *Motion* in whole or in part. *See* Rule 12(a)(4), Fed.R.Civ.P.

GENERAL DENIAL

Defendant Optima denies each allegation of Plaintiff's *Complaint* not specifically admitted herein.

EXCEPTIONAL CASE

This is an exceptional case under 35 U.S.C. § 285 in which Defendant Optima is entitled to its attorneys' fees and costs incurred in connection Plaintiff's stated claims in bringing this action.

AFFIRMATIVE DEFENSES

Defendant Optima asserts all available affirmative defenses under Rule 8(c), Fed.R.Civ.P., including but not limited to those specifically designated as follows (Defendant

1 Optima hereby reserves the right to amend this *Answer* at any time that discovery, disclosure
2 or additional events reveal the existence of additional affirmative defenses):

3 1. With respect to Counts V, VI and VII of the *Complaint*, Defendant Optima
4 asserts those Rule 12(b)(6) defenses raised in its contemporaneously filed *Motion to Dismiss*
5 including but not limited to: waiver; failure to plead in accordance with the standards
6 expressed under *Bell Atlantic Corp. v. Twombly*, ___ U.S. ___, 127 S.Ct. 1955 (2007); failure
7 to establish Article III standing; lack of jurisdiction; inapplicability of California law to
8 Optima; and failure to establish "unlawful" or "fraudulent" conduct as a predicate act to a claim
9 of California statutory Unfair Competition (California Business and Professions code § 17200
10 *et seq*);

11 2. Laches;

12 3. Waiver; and,

13 4. Estoppel.

14 **JURY TRIAL DEMAND**

15 Defendant Optima demands a jury trial on all claims and issues to be litigated in this
16 matter.

17 **PRAYER FOR RELIEF**

18 WHEREFORE Defendant Optima requests that the Court enter judgment in its favor on
19 Plaintiff's claims, deny Plaintiff any relief herein, grant Optima its attorneys' fees and costs
20 pursuant to applicable law, including but not limited to 35 U.S.C. § 285, and grant Optima such
21 other and further relief as the Court deems reasonable and just.

22 **COUNTERCLAIMS, CROSS-CLAIMS & THIRD-PARTY CLAIMS³**

23 Counterclaimant/Cross-Claimant/Third-Party Plaintiff Optima brings this civil action
24 against Counterdefendant Universal Avionics Systems Corporation ("UAS"), against

25 _____
26 ³ Except where otherwise noted, all capitalized terms herein are as defined in the
foregoing *Amended Answer*.

1 Cross-Defendant Optima Technology Corporation, a corporation ("OTC"), and against
2 Third-Party Defendants Joachim L. Naimer and Jane Doe Naimer, husband and wife, and Frank
3 E. Hummel and Jane Doe Hummel.

4 **THE PARTIES**

- 5 1. Counterclaimant Optima is, and at all times relevant hereto has been, a Delaware
6 corporation engaged in the business of the design, conception and invention of synthetic
7 vision systems. Optima is the owner of the '073 patent and '724 patent.
- 8 2. Counterdefendant UAS is, upon information and belief, an Arizona corporation who is
9 headquartered and does business in Arizona.
- 10 3. Cross-Defendant Optima Technology Corporation ("OTC") is, upon information and
11 belief, a California corporation.
- 12 4. Third-Party Defendants Joachim L. Naimer and Jane Doe Naimer (individually and
13 collectively "Naimer") are, upon information and belief, husband and wife who reside
14 in California. At all times relevant hereto, Naimer was acting for the benefit of his
15 marital community, and was acting as an agent, employee, servant and/or authorized
16 representative of UAS, and within the course and scope of such agency, employment,
17 service and/or representation. Upon information and belief Naimer is the President and
18 Chief Executive Officer of UAS.
- 19 5. Third-Party Defendants Frank E. Hummel and Jane Doe Hummel (individually and
20 collectively "Hummel") are, upon information and belief, husband and wife who reside
21 in Washington. At all times relevant hereto, Hummel was acting for the benefit of his
22 marital community, and was acting as an agent, employee, servant and/or authorized
23 representative of UAS, and within the course and scope of such agency, employment,
24 service and/or representation. Upon information and belief, Hummel is an officer or
25 managing agent of UAS. Upon information and belief, Hummel is the Vice
26 President/General Manager of Engineering Research and Development for UAS.

1 6. Upon information and belief, UAS, Naimer, and Hummel have transacted business in
2 and/or committed one or more acts in Arizona which give rise to the claims herein.

3 **JURISDICTION AND VENUE**

4 7. The statements of all of the foregoing paragraphs are incorporated herein by reference
5 as if fully set forth herein.

6 8. The Counterclaim, Cross-Claim and Third-Party Claim include claims for patent
7 infringement and for declaratory judgment relating to ownership/rights in patents, which
8 arise under the United States Patent Laws, 35 U.S.C. §101 et seq. The amount in
9 controversy is in excess of \$1,000,000.

10 9. Jurisdiction of this Court is pursuant to 28 U.S.C. §§ 1331, 1367, 1338(a) and (b), and
11 2201 *et seq.*

12 **FACTS**

13 10. The statements of all of the foregoing paragraphs are incorporated herein by reference
14 as if fully set forth herein.

15 11. Upon information and belief, with actual and/or constructive knowledge of the Patents
16 UAS has sold and/or manufactured and/or used and/or advertised/promoted one or more
17 products including those products designated by UAS as the Vision-1, UNS-1 and
18 TAWS Terrain and Awareness & Warning systems all of which infringe one or the
19 other of the Patents in suit ("Infringing Products").

20 12. Optima informed UAS that the Infringing Products infringed upon the Patents prior to
21 the filing of the *Complaint* herein. Upon information and belief, despite such
22 notification UAS has continued to sell and/or manufacture and/or use and/or
23 advertise/promote the Infringing Products.

24 13. Upon information and belief:

25 a. Naimer was the moving force who originated UAS's concept of the Infringing
26 Products; and/or

- 1 b. Naimer was and is the Chief Executive Officer of UAS, thereby controlling UAS
2 and its actions, including UAS's decision to create, develop, manufacture,
3 market and sell the Infringing Products; and/or
4 c. Naimer knew and/or should have known of the Patents prior to this lawsuit;
5 and/or
6 d. Naimer knew of Optima's allegations that UAS infringed upon the Patents prior
7 to this lawsuit; and/or
8 e. Naimer knew of UAS's actions in the nature of those described in Paragraphs 25,
9 31 and 33 of the *Complaint* and participated in and/or directed those UAS
10 actions/efforts; and/or
11 f. It was at all times within Naimer's authority and/or ability to stop UAS's
12 continued design, development, manufacturing, marketing and selling of the
13 Infringing Products but, after Naimer knew of the Patents, the allegations that
14 UAS infringed on the Patents and/or UAS's actions in the nature of those
15 described in Paragraphs 25, 31 and 33 of the *Complaint*, he did not stop UAS's
16 continued design, development, manufacturing, marketing and selling of the
17 Infringing Products; and/or
18 g. It was at all times within Naimer's authority and/or ability to direct UAS to
19 redesign, revise and/or redevelop the Infringing Products such that they would
20 no longer infringe on the Patents but, after Naimer knew of the Patents, the
21 allegations that UAS infringed on the Patents and/or UAS's actions in the nature
22 of those described in Paragraphs 25, 31 and 33 of the *Complaint*, he did not
23 direct UAS to redesign, revise and/or redevelop the Infringing Products such that
24 they would no longer infringe on the Patents; and/or
25 h. Naimer has continued to direct UAS's design, development, manufacturing,
26 marketing and selling of the Infringing Products while knowing and/or intending

1 for UAS to infringe on the Patents.

2 14. Upon information and belief:

- 3 a. Hummel was and is the Vice President/General Manager of Engineering
4 Research and Development of UAS, thereby controlling UAS's design,
5 development and/or manufacture of the Infringing Products; and/or
6 b. Hummel was intimately involved in UAS's design and/or development of the
7 Infringing Products; and/or
8 c. Hummel knew and/or should have known of the Patents prior to this lawsuit;
9 and/or
10 d. Hummel knew of Optima's allegations that UAS infringed upon the Patents prior
11 to this lawsuit; and/or
12 e. Hummel knew of UAS's actions in the nature of those described in Paragraphs
13 25, 31 and 33 of the *Complaint* and participated in and/or directed those UAS
14 actions/efforts; and/or
15 f. It was at all times within Hummel's authority and/or ability to stop UAS's
16 continued design, development and/or manufacturing of the Infringing Products
17 but, after Hummel knew of the Patents, the allegations that UAS infringed on the
18 Patents and/or UAS's actions in the nature of those described in Paragraphs 25,
19 31 and 33 of the *Complaint*, he did not stop UAS's continued design,
20 development and/or manufacturing of the Infringing Products; and/or
21 g. It was at all times within Hummel's authority and/or ability to direct UAS to
22 redesign, revise and/or redevelop the Infringing Products such that they would
23 no longer infringe on the Patents but, after Naimer knew of the Patents, the
24 allegations that UAS infringed on the Patents and/or UAS's actions in the nature
25 of those described in Paragraphs 25, 31 and 33 of the *Complaint*, he did not
26 direct UAS to redesign, revise and/or redevelop the Infringing Products such that

1 they would no longer infringe on the Patents; and/or

2 h. Hummel has continued to direct UAS's design, development and/or
3 manufacturing of the Infringing Products while knowing and/or intending for
4 UAS to infringe on the Patents.

5 15. UAS and Optima entered into the contract attached as Exhibit 8 to the *Complaint* herein
6 (hereinafter the "Contract"). Pursuant to and under the terms of the Contract, Optima
7 provided to UAS a confidential power of attorney (hereinafter the "Power of Attorney")
8 that Jed Margolin ("Margolin"), as the inventor and then-owner of the Patents, had
9 previously executed. The Power of Attorney provided, *inter alia*, that Margolin
10 appointed "Optima Technology Inc. - Robert Adams CEO" as his attorney-in-fact with
11 respect to (*inter alia*) the Patents. Under its express terms, the Power of Attorney could
12 only be exercised by "Optima Technology Inc. - Robert Adams CEO" and could only
13 be exercised by a signature in the following form: "Jed Margolin by Optima
14 Technology, Inc., c/o Robert Adams, CEO his attorney in fact." Optima had not and has
15 not at any time placed the Power of Attorney in the public domain or otherwise provided
16 a copy of it, or made it available, to OTC.

17 16. UAS, through its duly authorized agents, employees and/or attorneys, provided the
18 Power of Attorney (or a copy thereof) to OTC principal, director, officer and/or agent
19 Gholamreza Zandianjazi a/k/a Reza Zandian ("Zandian"). As of that time, neither
20 Zandian nor OTC had ever received, been privy to, obtained or had knowledge of the
21 Power of Attorney.

22 17. OTC does not have, and has never had, any right, interest or valid claim to any right,
23 title or interest in or to either the Patents or the Power of Attorney.

24 18. UAS, by and through its authorized agents and attorneys Scott Bornstein ("Bornstein")
25 and/or Greenberg Traurig, LLP ("GT"), informed, directed, advised, assisted,
26 associated, agreed, conspired and/or engaged in a mutual undertaking with

- 1 Zandian/OTC to record the Power of Attorney with the U.S. Patent and Trademark
2 Office ("PTO") in the name of OTC.
- 3 19. UAS knew or should have known that the Power of Attorney could not be rightfully
4 exercised by OTC/Zandian and/or recorded with the PTO as:
- 5 a. UAS had been advised and/or knew that OTC was a different corporate entity
6 than "Optima Technology, Inc" as listed in the Power of Attorney; and/or
7 b. UAS had been advised and/or knew that "Robert Adams" was not an agent or
8 employee of OTC and, thus, the Power of Attorney could not be rightfully
9 exercised by Zandian on behalf of OTC; and/or
10 c. UAS had been advised and/or knew that OTC had no right or interest whatsoever
11 in the Patents or the Power of Attorney.
- 12 20. Based upon the information, direction, advice and assistance of UAS, Zandian/OTC
13 proceeded to publish and record the Power of Attorney to and with the PTO (in
14 Virginia) as a document in support of a claim of assignment of the Patents to OTC (the
15 "Assignment"). As a result thereof, the Assignment/Power of Attorney have become
16 part of the public PTO record on which the U.S. Patent Office, the public and third
17 parties rely for information regarding title to the Patents.
- 18 21. Robert Adams and Optima did not execute, record or authorize the execution or
19 recording of any documents purporting to assign or transfer title and/or any interest in
20 the Patents to OTC with the PTO.
- 21 22. Upon information and belief, Zandian executed such documents by (*inter alia*) utilizing
22 his signature on behalf of OTC and mis-stating that Zandian/OTC was exercising the
23 Power of Attorney as the "attorney in fact" of Margolin.
- 24 23. Had UAS not provided the Power of Attorney to Zandian/OTC, OTC would not have
25 been able to record it as a purported Assignment with the PTO.
- 26 24. The recording of the Assignment and Power of Attorney with the PTO:

- 1 a. Are circumstances under which reliance upon such recordings by a third person
2 is reasonably foreseeable as the open public records of the PTO are regularly and
3 normally referred to and/or relied upon by persons in determining legal rights
4 with respect to patents (including assignments, transfers of rights and licenses
5 relating thereto), and evaluating such rights with respect to valuation, negotiation
6 and purchase of rights with respect to patents (including assignments, transfers
7 of rights and licenses relating thereto); and/or
8 b. Create a cloud of title, an impairment of vendibility, and/or an appearance of
9 lessened desirability for purchase, lease, license or other dealings with respect
10 to the Patents and/or Power of Attorney; and/or
11 c. Prevent and/or impair sale and/or licensing of the Patents; and/or
12 d. Otherwise impair and/or lessen the value of the Patents and/or any licenses to be
13 issued with respect to them; and/or
14 e. Cast doubt upon the extent of Optima's interests in the Patents and/or under the
15 Power of Attorney relating thereto and/or upon Optima's power to make an
16 effective sale, assignment, license or other transfer of rights relating thereto;
17 and/or
18 f. Caused damage and harm to Optima; and/or
19 g. Reasonably necessitated and/or forced Optima to prepare and record documents
20 with the PTO attempting to correct the public record regarding Optima's rights
21 with respect to the Patents and/or the Power of Attorney for which Optima
22 incurred substantial expenses (attorneys' fees and costs) in the preparation and
23 recording thereof; and/or
24 h. Irrespective of Optima's filings with the PTO, created a continuing cloud of title,
25 impairment of vendibility, etc. (as discussed in the foregoing paragraphs) and
26 continuing harm to Optima reasonably necessitating and forcing Optima to bring

1 its declaratory judgment cross-claim against OTC herein to declare and establish
2 true and proper title to the Patents, for which Optima has incurred and will incur
3 substantial expenses (attorneys' fees and costs) in the prosecution thereof.

4 25. Upon information and belief, UAS provided additional information to Zandian/OTC
5 regarding, or of the same nature as that discussed in, Paragraph 33 of and Exhibits 14,
6 15 and 17 to the *Complaint* herein.

7 26. UAS made the disclosures (*inter alia*) as acknowledged in its *Complaint* herein.

8 27. Upon information and belief, UAS also made the disclosures alleged in Paragraph 34
9 of, and in Exhibit 12 attached to, the *Complaint*.

10 28. By filing its *Complaint* as part of the open public record in this case, UAS disclosed the
11 content thereof and the Exhibits attached thereto.

12 29. The actions of UAS and OTC herein were motivated by spite, malice and/or ill-will
13 toward Optima and were for the purpose of and/or were intended to intermeddle with,
14 interfere with, trespass upon and/or cause harm to Optima's rights in the Patents and/or
15 under the Power of Attorney, and/or with knowledge that such intermeddling,
16 interference, trespass and/or harm was substantially certain to occur.

17 30. Upon information and belief, OTC intends to continue to compete, interfere, and/or
18 attempt to compete and/or interfere with Optima regarding the Patents and/or the Power
19 of Attorney. At this time, however, Optima is unaware of any actual attempts yet made
20 by OTC to purportedly license, sell or otherwise transfer rights regarding the Patents
21 under its purported Assignment/Power of Attorney (as recorded with the PTO). If and
22 when Optima becomes aware of such actions, it will timely seek to amend and
23 supplement the Counterclaims, Cross-Claims, Third-Party Claims and/or remedies
24 herein as necessary and applicable.

25

26

COUNT 1

PATENT INFRINGEMENT

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3 31. The statements of all of the foregoing paragraphs are incorporated herein by reference
4 as if fully set forth herein.

5 32. This is a cause of action for patent infringement under 35 U.S.C. § 271 *et seq.* At all
6 relevant times, UAS had actual and constructive knowledge of the Patents in suit
7 including the scope and claim coverage thereof.

8 33. UAS's aforesaid activities constitute a direct, contributory and/or inducement of
9 infringement of the aforesaid patents in violation of 35 U.S.C. § 271 *et seq.* UAS's
10 aforesaid infringement is and has, at all relevant times, been willful and knowing.

11 34. Naimer and Hummel, through their forgoing actions, actively aided and abetted and
12 knowingly and/or intentionally induced, and specifically intended to induce, UAS's
13 direct infringement despite their knowledge of the Patents.

14 35. Optima has suffered and will continue to suffer immediate and ongoing irreparable and
15 actual harm and monetary damage as a result of UAS's, Naimer's and Hummel's willful
16 patent infringement in an amount to be proven at trial.

17 **COUNT 2**

18 **BREACH OF CONTRACT**

19 36. The statements of all of the foregoing paragraphs are incorporated herein by reference
20 as if fully set forth herein.

21 37. This is a cause of action for breach of contract against UAS pursuant to Arizona law.

22 38. UAS's actions constitute one or more breaches of the contract attached as Exhibit 8 to
23 the *Complaint* herein.

24 39. As a result thereof, Optima has suffered and will continue to suffer immediate and
25 ongoing harm and monetary damage in an amount to be proven at trial.

26

COUNT 3

**BREACH OF THE IMPLIED COVENANT
OF GOOD FAITH AND FAIR DEALING**

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3 40. The statements of all of the foregoing paragraphs are incorporated herein by reference
4 as if fully set forth herein.

5 41. This is a cause of action for breach of the implied covenant of good faith and fair
6 dealing against UAS pursuant to Arizona law.

7 42. Under Arizona law, every contract contains an implied covenant of good faith and fair
8 dealing.

9 43. UAS's actions constitute one or more breaches of covenant of good faith and fair
10 dealing present and implied in the contract attached as Exhibit 8 to the *Complaint*
11 herein.

12 44. As a result thereof, Optima has suffered and will continue to suffer immediate and
13 ongoing harm and monetary damage in an amount to be proven at trial.

14 **COUNT 4**

15 **NEGLIGENCE**

16 45. The statements of all of the foregoing paragraphs are incorporated herein by reference
17 as if fully set forth herein.

18 46. This is an cause of action for negligence against UAS pursuant to the law of New York,
19 Delaware, California, Virginia or Arizona.

20 47. UAS owed a duty of care to Optima as a result of Exhibit 8 to the *Complaint* herein, and
21 the obligations created therein and/or relating thereto.

22 48. UAS breached these duties through its foregoing actions as alleged herein, including but
23 not limited to:

- 24 a. UAS's inclusion in an openly-accessible public record the allegations of its
25 *Complaint*; and/or
26

- 1 b. UAS's inclusion in an openly-accessible public record the exhibits attached to
- 2 the *Complaint*; and/or
- 3 c. UAS's provision of a copy of the Power of Attorney prior to and/or as a result
- 4 of UAS's service of the *Complaint* (with Exhibit 3 thereto) upon OTC; and/or
- 5 d. UAS's informing, directing, advising, assisting and conspiring of/with
- 6 Zandian/OTC to record the Power of Attorney with the U.S. Patent and
- 7 Trademark Office ("PTO").

8 49. As a result thereof, Optima has suffered and will continue to suffer immediate and
9 ongoing harm and monetary damage in an amount to be proven at trial.

10 **COUNT 5**

11 **DECLARATORY JUDGMENT**

- 12 50. The statements of all of the foregoing paragraphs are incorporated herein by reference
- 13 as if fully set forth herein.
- 14 51. This is a cause of action for declaratory judgment under 28 U.S.C. § 2201 *et seq* against
- 15 OTC.
- 16 52. Optima was at all times relevant hereto the rightful holder of the Power of Attorney and
- 17 the rightful owner of the Patents.
- 18 53. By virtue of OTC's recording of the Assignment and Power of Attorney with the PTO,
- 19 a cloud of title, impairment of vendibility, etc. (as otherwise alleged above) exists with
- 20 respect to Optima's exclusive ownership rights relating to the Patents and the exclusive
- 21 rights under the Power of Attorney.
- 22 54. An actual and live controversy exists between OTC and Optima.
- 23 55. As a result thereof, Optima requests a declaration of rights with respect to the foregoing,
- 24 including but not limited to a declaration that OTC has no interest or right in either the
- 25 Power of Attorney or the Patents, that OTC's filing/recording of documents with the
- 26 PTO asserting any interest or right in either the Power of Attorney or the Patents was

1 invalid and void, and ordering the PTO to correct and expunge its records with respect
2 to any such claim made by OTC.

3 **COUNT 6**

4 **INJURIOUS FALSEHOOD/SLANDER OF TITLE**

5 56. The statements of all of the foregoing paragraphs are incorporated herein by reference
6 as if fully set forth herein.

7 57. This is a cause of action for injurious falsehood and/or slander of title against OTC and
8 UAS pursuant to the law of New York, Delaware, California, Virginia or Arizona.

9 58. The actions of OTC and/or UAS, as alleged above:

10 a. Are/were false and/or disparaging statement(s) and/or publication(s) resulting in
11 an impairment of vendibility, cloud of title and/or a casting of doubt on the
12 validity of Optima's right of ownership in the Patents and/or rights under the
13 Power of Attorney; and/or

14 b. Are/were an effort to persuade third parties from dealing with Optima, and/or to
15 harm to interests of Optima, regarding the Patents and/or the Power of Attorney;
16 and/or

17 c. Are/were actions for which OTC and UAS foresaw and/or should have
18 reasonably foreseen that the false and/or disparaging statement(s) and/or
19 publication(s) would likely determine the conduct of a third party with respect
20 to, or would otherwise cause harm to Optima's pecuniary interests with respect
21 to, the purchase, license or other business dealings regarding Optima's right in
22 the Patents and/or rights under the Power of Attorney; and/or

23 d. Are/were with knowledge that the statement(s) and/or publication(s) was/were
24 false; and/or

25 e. Are/were with knowledge of the disparaging nature of the statements; and/or

26 f. Are/were in reckless disregard of the truth or falsity of the statement(s) and/or

- 1 publication(s); and/or
- 2 g. Are/were in reckless disregard with being in the nature of disparagement(s);
- 3 and/or
- 4 h. Are/were motivated by ill will toward Optima; and/or
- 5 i. Are/were motivated by an intent to injure Optima; and/or
- 6 j. Are/were committed with an intent to interfere in an unprivileged manner with
- 7 Optima's interests; and/or
- 8 k. Are/were committed with negligence regarding the truth or falsity of the
- 9 statement and/or publication and/or with being in the nature of a disparagement.
- 10 59. As a result thereof, Optima has suffered and will continue to suffer immediate and
- 11 ongoing harm and monetary damage in an amount to be proven at trial.

12 **COUNT 7**

13 **TRESPASS TO CHATTELS**

- 14 60. The statements of all of the foregoing paragraphs are incorporated herein by reference
- 15 as if fully set forth herein.
- 16 61. This is a cause of action for trespass to chattels against OTC and UAS pursuant to the
- 17 law of New York, Delaware, California, Virginia or Arizona.
- 18 62. The actions of OTC and/or UAS, as alleged above:
 - 19 a. Are/were intentional physical, forcible and/or unlawful interference with the use
 - 20 and enjoyment of rights to the Patents and/or Power of Attorney possessed by
 - 21 Optima without justification or consent; and/or
 - 22 b. Are/were possession of and/or the exercise of dominion over rights to the Patents
 - 23 and/or Power of Attorney possessed by Optima without justification or consent;
 - 24 and/or
 - 25 c. Are/were intentional use and/or intermeddling with rights to the Patents and/or
 - 26 Power of Attorney possessed by Optima without authorization; and/or

- 1 d. Resulted in deprivation of Optima's use of and/or rights in the Patents and/or
2 Power of Attorney for a substantial time; and/or
3 e. Resulted in impairment of the condition, quality and/or value of Optima's use of
4 and/or rights in the Patents and/or Power of Attorney; and/or
5 f. Resulted in harm to the legally protected interests of Optima.
6 63. As a result thereof, Optima has suffered and will continue to suffer immediate and
7 ongoing harm and monetary damage in an amount to be proven at trial.

8 **COUNT 8**

9 **UNFAIR COMPETITION**

- 10 64. The statements of all of the foregoing paragraphs are incorporated herein by reference
11 as if fully set forth herein.
12 65. This is a cause of action for unfair competition against OTC and UAS pursuant to the
13 common law of New York, Delaware, California, Virginia or Arizona.
14 66. The actions of OTC and/or UAS, as alleged above:
15 a. Are/were an unfair invasion and/or infringement of Optima's property rights of
16 commercial value with respect to the Patents and/or the Power of Attorney;
17 and/or
18 b. Are/were a misappropriation of a benefit and/or property right belonging to
19 Optima with respect to the Patents and/or the Power of Attorney; and/or
20 c. Are/were a deceit and/or fraud upon the public with respect to the true ownership
21 and other rights of Optima relating to the Patents and/or the Power of Attorney;
22 and/or
23 d. Are/were likely to cause confusion of the public with respect to the true
24 ownership and other rights of Optima relating to the Patents and/or the Power of
25 Attorney; and/or
26 e. Will cause and/or are likely to cause an unfair diversion of trade whereby any

- 1 potential purchaser of a license or other rights from OTC with respect to the
2 Patents and/or Power of Attorney will be cheated into the purchase of something
3 which it is not in fact getting; and/or
4 f. Are likely to divert the trade of Optima; and/or
5 g. Are likely to cause substantial and irreparable harm to Optima.
6 67. As a result thereof, Optima has suffered and will continue to suffer immediate and
7 ongoing harm and monetary damage in an amount to be proven at trial.

8 **COUNT 9**

9 **UNFAIR AND DECEPTIVE COMPETITION/BUSINESS PRACTICES**

- 10 68. The statements of all of the foregoing paragraphs are incorporated herein by reference
11 as if fully set forth herein.
12 69. This is a cause of action for unfair and deceptive competition/business practices against
13 OTC and UAS pursuant to the statutory law of Delaware, 6 Del.C. §2531 *et seq.* to the
14 extent such statutory scheme applies in this matter.
15 70. The actions of OTC and/or UAS, as alleged above:
16 a. Are/were those of a person engaged in a course of a business, vocation, or
17 occupation; and/or
18 b. Constitute a deceptive trade practice; and/or
19 c. Cause a likelihood of confusion or of misunderstanding as to affiliation,
20 connection, or association with, or certification by, another; and/or
21 d. Represent that goods or services have sponsorship, approval, characteristics,
22 ingredients, uses, benefits, or quantities that they do not have, or that a person
23 has a sponsorship, approval, status, affiliation, or connection that the person does
24 not have; and/or
25 e. Represent that goods or services are of a particular standard, quality, or grade,
26 or that goods are of a particular style or model, if they are of another; and/or

- 1 f. Disparage the goods, services, or business of another by false or misleading
2 representation of fact; and/or
3 g. Were conduct which similarly creates a likelihood of confusion or of
4 misunderstanding.
- 5 71. As a result thereof, Optima has suffered and will continue to suffer immediate and
6 ongoing harm and monetary damage in an amount to be proven at trial.
- 7 72. To the extent Optima is entitled to damages under Delaware common-law it is further
8 entitled to treble damages pursuant to 6 Del.C. §2533(c).
- 9 73. Optima is entitled to injunctive relief pursuant to 6 Del.C. §2533(a).
- 10 74. The acts were a willful deceptive trade practice entitling Optima to its attorneys' fees
11 and costs pursuant to 6 Del.C. §2533(b).
- 12 75. This matter is an "exceptional" case also entitling Optima to its attorneys fees pursuant
13 to 6 Del.C. §2533(b).

14 **COUNT 10**

15 **UNLAWFUL CONSPIRACY TO INJURE TRADE OR BUSINESS**

- 16 76. The statements of all of the foregoing paragraphs are incorporated herein by reference
17 as if fully set forth herein.
- 18 77. This is a cause of action for unlawful conspiracy to injure trade or business against OTC
19 and UAS pursuant to the statutory law of Virginia, Va. Code Ann. § 18.2-499 and
20 § 18.2-500, to the extent such statutory scheme applies in this matter.
- 21 78. The actions of OTC and UAS, as alleged above, were those of two or more persons who
22 combined, associated, agreed, mutually undertook and/or acted in concert together for
23 the purpose of willfully and maliciously injuring Optima and its trade and/or business.
- 24 79. As a result thereof, Optima has suffered and will continue to suffer immediate and
25 ongoing harm and monetary damage in an amount to be proven at trial.
- 26 80. Optima is entitled to treble damages plus attorneys' fees and costs under Va. Code

1 Ann.§ 18.2-500,

2 **COUNT 11**

3 **UNFAIR AND DECEPTIVE COMPETITION/BUSINESS PRACTICES**

4 81. The statements of all of the foregoing paragraphs are incorporated herein by reference
5 as if fully set forth herein.

6 82. This is a cause of action for unfair and deceptive competition/business practices against
7 OTC and UAS pursuant to the statutory law of California, California Business and
8 Professions Code § 17200 *et. seq.*, to the extent such statutory scheme applies in this
9 matter.

10 83. The actions of OTC and/or UAS, as alleged above, constitute one or more unlawful,
11 unfair or fraudulent business acts or practices including but not limited to the following:

12 a. The acts/practices are/were “fraudulent” as they are/were untrue and/or are/were
13 likely to deceive the public; and/or

14 b. The acts/practices are/were “unfair” as they constituted conduct that significantly
15 threatens or harms competition; and/or

16 c. The acts/practices are/were “unfair” as they constitute conduct that offends an
17 established public policy or when the practice is immoral, unethical, oppressive,
18 unscrupulous or substantially injurious to consumers; and/or

19 d. The acts/practices are/were “unlawful” as they are/were in violation of the
20 common-law duties that were owed to Optima; and/or

21 e. The acts/practices are/were “unlawful” as they are/were in violation of the legal
22 principles expressed in the other Counts herein; and/or

23 f. The acts/practices are/were “unlawful” as they are/were in committed violation
24 of Va. Code Ann. § 18.2-172 (a class 5 felony); and/or

25 g. The acts/practices are/were “unlawful” as they are/were in committed violation
26 of Va. Code Ann. § 18.2-499 (a class 1 misdemeanor).

1 84. As a result thereof, Optima has suffered and will continue to suffer immediate and
2 ongoing harm and monetary damage.

3 85. Optima is without an adequate remedy at law.

4 86. Unless enjoined the acts of OTC and UAS will continue to cause further, great,
5 immediate and irreparable injury to Optima.

6 87. Optima is entitled to injunctive relief and restitutionary disgorgement pursuant to
7 California Business and Professions Code § 17203.

8 **COUNT 12**

9 **UAS LIABILITY**

10 88. The statements of all of the foregoing paragraphs are incorporated herein by reference
11 as if fully set forth herein.

12 89. In addition to any other liability existing as to the acts of UAS described herein UAS
13 is additionally liable under Counts 6-11 herein because:

- 14 a. OTC acted as the agent and/or servant of UAS; and/or
15 b. UAS aided and abetted the wrongful conduct of OTC through one or more of the
16 following:
17 i. UAS provided aid to OTC in its commission of a wrongful act that caused
18 injury to Optima; and/or
19 ii. UAS substantially assisted and/or encouraged OTC in the principal
20 violation/wrongful act; and/or
21 iii. UAS was aware of its role as part of overall illegal and/or tortious activity
22 at the time it provided the assistance; and/or
23 iv. UAS reached a conscious decision to participate in tortious activity for
24 the purpose of assisting OTC in performing a wrongful act; and/or
25 c. UAS engaged in a civil conspiracy with OTC through an agreement to
26 accomplish an unlawful purpose and/or to accomplish a lawful object by

- 1 unlawful means, one of whom committed an act in furtherance thereof, thereby
2 causing damages to Optima; and/or
- 3 d. UAS and OTC acted in concert; and/or
- 4 e. UAS provided affirmative aid and/or encouragement to the wrongful conduct of
5 OTC; and/or
- 6 f. UAS directed, ordered and/or induced the wrongful conduct of OTC while
7 knowing (or should have known) of circumstances that would have made the
8 conduct tortious if it were UAS's; and/or
- 9 g. UAS advised OTC to commit the wrongful conduct which resulted in a legal
10 wrong and/or harm to Optima; and/or
- 11 h. UAS acted together with OTC to commit the wrongful conduct pursuant to a
12 common design; and/or
- 13 i. UAS knew that the OTC's conduct would constitute a breach of duty and gave
14 substantial assistance or encouragement to OTC so to conduct itself; and/or
- 15 j. UAS gave substantial assistance to OTC in accomplishing a tortious result and
16 UAS's own conduct, separately considered, constitutes a breach of duty to
17 Optima; and/or
- 18 k. UAS knowingly participated in the wrongful action of OTC.
- 19 90. As a result thereof, UAS is jointly and severally liable for any such damages awarded
20 to Optima under Counts 6-11 herein.

21 **COUNT 13**

22 **PUNITIVE DAMAGES**

- 23 91. The statements of all of the foregoing paragraphs are incorporated herein by reference
24 as if fully set forth herein.
- 25 92. This is a claim for punitive damages against OTC and UAS pursuant to the common law
26 and/or statutory law of New York, Delaware, California, Virginia or Arizona.

1 93. Through their actions referenced herein, OTC and UAS:

- 2 a. Acted with an intent to injure Optima and/or consciously pursued a course of
3 conduct knowing that it created a substantial risk of significant harm to Optima;
4 and/or
5 b. Acted with an "evil hand" guided by an "evil mind"; and/or
6 c. Engaged in intentional and deliberate wrongdoing and with character of outrage
7 frequently associated with crime; and/or
8 d. Engaged in conduct that may be characterized as gross and morally reprehensible
9 and of such wanton dishonesty as to imply criminal indifference to civil
10 obligations; and/or
11 e. Acted with conduct so reckless and wantonly negligent as to be the equivalent
12 of a conscious disregard of the rights of others; and/or
13 f. Acted with a fraudulent and/or evil motive; and/or
14 g. Acted with aggravation and outrage; and/or
15 h. Acted with outrageous conduct with evil motive and/or reckless indifference to
16 rights of others; and/or
17 i. Acted with wilful and/or wanton disregard for the rights of others; and/or
18 j. Were aware of probable dangerous consequences of their conduct and willfully
19 and deliberately failed to avoid those consequences; and/or
20 k. Acted with the intent to vex, injury or annoy, or with a conscious disregard of the
21 right of others; and/or
22 l. Engaged in reprehensible and/or fraudulent conduct; and/or
23 m. Acted in blatant violation of law or policy; and/or
24 n. Acted with extreme indifference to the rights of others; and/or
25 o. Are guilty of oppression, fraud and/or malice, as defined by and pursuant to
26 Cal.Civ.Code § 3294; and/or

- 1 p. Acted with wilful and wanton conduct so as to evince a conscious disregard of
2 the rights of others; and/or
3 q. Acted with recklessness and/or negligence so as to evince a conscious disregard
4 of the rights of others; and/or
5 r. Engaged in malicious conduct; and/or
6 s. Engaged in misconduct and/or actual malice.
7 94. As a result thereof, Optima is entitled to an award of punitive damages against OTC and
8 UAS herein in an amount to be determined by a jury.

9 **EXCEPTIONAL CASE**

10 This is an exceptional case under 35 U.S.C. § 285 in which Counterclaimant and
11 Cross-Claimant Optima is entitled to its attorneys' fees and costs incurred in connection with
12 this action.

13 **JURY TRIAL DEMAND**

14 Counterclaimant Optima demands a jury trial on all claims and issues to be litigated in
15 this matter.

16 **PRAYER FOR RELIEF**

17 WHEREFORE Optima requests that the Court enter judgment in favor of Optima, and
18 against UAS, OTC, Naimer, and Hummel, on the Counterclaims, Cross-Claims and Third-Party
19 Claims, as follows:

- 20 1. Declaring that the Infringing Products, and all other of UAS's products shown to be
21 encompassed by one or more claims of the asserted Patents infringe said Patents;
22 2. Awarding Optima its monetary damages, and a doubling or trebling thereof, incurred
23 as a result of Defendants' willful infringement and unlawful conduct, as provided under
24 35 U.S.C. § 284;
25 3. Declaring that this is an exceptional case pursuant to 35 U.S.C. § 285 and awarding
26 Optima its attorneys fees incurred in having to prosecute this action;

- 1 4. Ordering that all of the Counterdefendants, Crossdefendants and Third-Party
2 Defendants and all those in active concert or privity with them be temporarily,
3 preliminarily and permanently enjoined from further infringement of U.S. Patent No.
4 5,566,073 (the '073 patent) and U.S. Patent No. 5,904,724 (the '724 patent);
- 5 5. Awarding Optima its actual, special, compensatory, economic, punitive and other
6 damages, including but not limited to:
 - 7 a. A reasonable royalty and/or lost profits attributable to defendants' past, present
8 and ongoing infringement of the Patents;
 - 9 b. The reduced value of the Patents and/or licenses with respect thereto;
 - 10 c. Optima's attorneys' fees and costs incurred in preparing and recording filings
11 with the PTO; and
 - 12 d. Optima's ongoing attorneys' fees and costs incurred in filing and prosecuting the
13 cross-claims against OTC herein to establish the invalidity, void nature, etc., of
14 its filing of the Assignment with the PTO and claim of any right or interest in the
15 Power of Attorney and/or the Patents, and to otherwise remove the cloud of title,
16 impairment of vendibility, etc., with respect to Optima's rights in the Patents
17 and/or the Power of Attorney;
- 18 6. Declaring that OTC has no interest or right in the Patents or the Power of Attorney;
- 19 7. Declaring that the Assignment OTC filed with the PTO is forged, invalid, void, of no
20 force and effect, should be struck from the records of the PTO, and that the PTO correct
21 its records with respect to any such claim made by OTC with respect to the Patents
22 and/or the Power of Attorney;
- 23 8. Enjoining OTC from asserting further rights or interests in the Patents and/or Power of
24 Attorney;
- 25 9. Enjoining UAS and OTC from further acts of unfair competition;
- 26 10. Granting Optima its attorneys' fees and costs pursuant to applicable law, including but

1 not limited to A.R.S. §12-341.01 and § 12-340 and/or the laws of one or more of New
2 York, Virginia, Delaware and/or California;

- 3 11. Granting Optima prejudgment and post-judgment interest at the legal rate; and
- 4 12. Granting Optima such other and further relief as the Court deems just and proper.

5 RESPECTFULLY SUBMITTED this 24th day of January, 2008.

6 CHANDLER & UDALL, LLP

7
 8 By /s Edward Moomjian II
 9 Edward Moomjian II
 10 Jeanna Chandler Nash
 11 Attorneys for Defendants Adams, Margolin
 12 and Optima Technology Inc. a/k/a Optima
 13 Technology Group, Inc.

14 **CERTIFICATE OF SERVICE**

15 I hereby certify that on January 24, 2008, I electronically transmitted the attached
 16 document to the Clerk's office using the EM/ECF System for filing and transmittal of a Notice
 17 of Electronic Filing to the following CM/DCF registrants:

18 E. Jeffrey Walsh, Esquire
 19 Greenberg Traurig, LLP
 20 2375 East Camelback Road, Suite 700
 21 Phoenix, Arizona 85016
 22 *Attorneys for Plaintiff*

23 Scott Joseph Bornstein, Esquire
 24 Paul J. Sutton, Esquire
 25 Allan A. Kassenoff, Esquire
 26 Greenberg Traurig, LLP
 200 Park Avenue
 New York, New York 10166
Attorneys for Plaintiff

_____ s/

Exhibit 2

Exhibit 2

R.A.000048

JM_SC2_1006

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IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF ARIZONA

UNIVERSAL AVIONICS SYSTEMS) CORPORATION,

Plaintiff,

vs.

OPTIMA TECHNOLOGY GROUP, INC.,
OPTIMA TECHNOLOGY CORPORATION, ROBERT ADAMS and JED MARGOLIN,

Defendants.

OPTIMA TECHNOLOGY INC. a/k/a) OPTIMA TECHNOLOGY GROUP, INC.,
a corporation,

Counterclaimant,

vs.

UNIVERSAL AVIONICS SYSTEMS) CORPORATION, an Arizona corporation,

Counterdefendant,

OPTIMA TECHNOLOGY INC. a/k/a) OPTIMA TECHNOLOGY GROUP, INC.,

Cross-Claimant,

vs.

OPTIMA TECHNOLOGY) CORPORATION,

Cross-Defendant.

No. CV 07-588-TUC-RCC

ORDER

1 This Court, having considered the Defendants' Application for Entry of Default
2 Judgment against Cross-Defendant Optima Technology Corporation, finds no just reason to
3 delay entry of final judgment.

4 Therefore, IT IS HEREBY ORDERED:

5 Final Judgment is entered against Cross-Defendants Optima Technology Corporation,
6 a California corporation, and Optima Technology Corporation, a Nevada corporation, as
7 follows:

8 1. Optima Technology Corporation has no interest in U.S. Patents Nos. 5,566,073 and
9 5,904,724 ("the Patents") or the Durable Power of Attorney from Jed Margolin dated July
10 20, 2004 ("the Power of Attorney");

11 2. The Assignment Optima Technology Corporation filed with the USPTO is forged,
12 invalid, void, of no force and effect, and is hereby struck from the records of the USPTO;

13 3. The USPTO is to correct its records with respect to any claim by Optima
14 Technology Corporation to the Patents and/or the Power of Attorney; and

15 4. OTC is hereby enjoined from asserting further rights or interests in the Patents
16 and/or Power of Attorney; and

17 5. There is no just reason to delay entry of final judgment as to Optima Technology
18 Corporation under Federal Rule of Civil Procedure 54(b).

19 DATED this 18th day of August, 2008.

20
21
22 

23 **Raner C. Collins**
24 **United States District Judge**

Exhibit 3

Exhibit 3

R.A.000051

JM_SC2_1009

Section I: Requester/Originator Information					
Name	Jed Margolin	Telephone #	847 7845	Date Wire to be Sent	1/15/08
Address	1981 Empire Rd	City	Reno	State	NV
Customer ID Type	DL	ID#	080258832	Issue State/Country	NV
1.	DL	1.	080258832	1.	NV
2.	BACC	Method of Signature Verification (If Applicable)			
		Signature Card			

Section II: Associate Accepting Wire					
Associate Name	Kmazza	Phone and Fax #	32560216034 8557	Unit Co#/CC#	
Callback Required if Phone, Fax or Letter	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A	Name/Number of Person Contacted		Date	1/15/08
Callback Completed by:		Date/Time		Approval (required)/Market Approval (if required)	1:40

Section III: Domestic Payment Instructions					
Amount of Wire	\$ 30,000	Debit Account Type (circle one)	CHKG SAV ICA GL	Serial # (For ICA/GL) or Repetitive ID#	
Account to Debit	State	Available Balance		Account Title	Jed Margolin
Overdraft Amount	\$	Overdraft Approved by (Name & Signature)		Date	
Wire Fee	\$ 25				

Section IV: International Payment Instructions					
USD Amount of Wire	\$	Country		Rate	
Debit Account Type (circle one)	CHKG SAV ICA GL	Serial # (For ICA/GL) or Repetitive ID#		FX Reference ID (If Applicable)	
Account to Debit	State	Available Balance		Account Title	
Overdraft Amount	\$	Overdraft Approved by (Name & Signature)		Date	
Wire Fee	\$				

Section V: Wire Information					
Beneficiary Name	Merrill Lynch	Beneficiary Account # OR IBAN (if IBAN, no further Beneficiary Bank information is required)	1011730		
Beneficiary Address: Street		City	State	Country	Zip
Beneficiary Bank Name	Mellon Bank	ABA # or SWIFT or National ID	043000261		
Beneficiary Bank Address: Street		City	State	Country	Zip
Additional Instructions (Attention To, Phone Advise, Customer Reference, Contact Upon Arrival)					
E/C to Optima Technology acct 223-07406					
Send Thru Bank/IBK (if available)		ABA # or SWIFT or National ID			
Send Thru Bank Address: Street		City	State	Country	Zip

Section VI: Customer Approval	
I authorize Bank of America to transfer my funds as set forth in the instructions noted herein (including debiting my account if applicable), and agree that such transfer of funds is subject to the Bank of America standard transfer agreement (see reverse side) and applicable fees. If this is a foreign currency wire transfer, I accept the conversion rate provided in Section IV, or, if no rate is entered, the rate provided by Bank of America at the time the wire transfer is sent.	
Customer's Signature:	Jed Margolin
Date of Request:	1-15-2008

Section VII: Wire System Entry/Verification			
Wire Entered by: Name/Signature (attach BFT screens prints)	BFT System Time	BFT Sequence #	
Print: Kmazza	Signature: Kmazza	124544	01080115005656
Date of Entry and Verification	Verified By (Name/Signature) Print Verification Screen	Signature:	BFT System Time
1-15-08	Print: Jed Margolin	Signature: [Signature]	12-49-07

Note: Purpose of Wire must be disclosed if sent to an OFAC blocked country - See OFAC in PRO

Section I: Requester/Originator Information					
Name Jed Margolin		Telephone # 847-7845		Date Wire to be Sent 3-26-08	
Address 1981 Empire Rd		City Reno		State NV	
Zip 89521		Customer ID Type 1. Driver's Lic		ID# 1. 0802588352	
Issue State/Country 1. Nevada		Issue Date 1. 1-6-06		Expiration Date 1. 2/20/10	
Method of Signature Verification (If Applicable)					
Section II: Associate Accepting Wire					
Associate Name Janet Saldana		Phone and Fax # 775-325-6021		Unit Co#/CC# 336/8557	
Date 3-26-08		Time			
Callback Required if Phone, Fax or Letter <input type="checkbox"/> Yes <input type="checkbox"/> N/A		Name/Number of Person Contacted		Date/Time	
Approval (required)/Market Approval (if required)					
Section III: Domestic Payment Instructions					
Amount of Wire \$ 30,000 -		Debit Account Type (circle one) CHKG <input type="checkbox"/> SAV <input checked="" type="checkbox"/> ICA <input type="checkbox"/> GL <input type="checkbox"/>		Serial # (For ICA/GL) or Repetitive ID#	
Source <input checked="" type="checkbox"/> OTC		<input type="checkbox"/> Fax <input type="checkbox"/> Phone <input type="checkbox"/> Letter			
Account to Debit		State		Available Balance	
Account Title Jed Margolin					
Overdraft Amount		Overdraft Approved by (Name & Signature)		Date	
Wire Fee \$ 25 -					
Section IV: International Payment Instructions: <input type="checkbox"/> Check here if funds must be sent in US Dollars					
USD Amount of Wire \$		Country		Rate	
Foreign Currency Code		Foreign Currency Amount			
Debit Account Type (circle one) CHKG <input type="checkbox"/> SAV <input type="checkbox"/> ICA <input type="checkbox"/> GL <input type="checkbox"/>		Serial # (For ICA/GL) or Repetitive ID#		FX Reference ID (If Applicable)	
Source <input type="checkbox"/> OTC		<input type="checkbox"/> Fax <input type="checkbox"/> Phone <input type="checkbox"/> Letter			
Account to Debit		State		Available Balance	
Account Title					
Overdraft Amount		Overdraft Approved by (Name & Signature)		Date	
Wire Fee \$					
Section V: Wire Information					
Beneficiary Name Merrill Lynch			Beneficiary Account # OR IBAN (if IBAN, no further Beneficiary Bank information is required) 1011730		
Beneficiary Address: Street		City		State	
Country		Zip			
Beneficiary Bank Name Mellon Bank			ABA # or SWIFT or National ID 95223-07406		
Beneficiary Bank Address: Street		City		State	
Country		Zip			
Additional Instructions (Attention To, Phone Advise, Customer Reference, Contact Upon Arrival) F/Cr to Optima Technology Group					
Send Thru Bank/IBK (if available)			ABA # or SWIFT or National ID 223-07406		
Send Thru Bank Address: Street		City		State	
Country		Zip			
Section VI: Customer Approval					
I authorize Bank of America to transfer my funds as set forth in the instructions noted herein (including debiting my account if applicable), and agree that such transfer of funds is subject to the Bank of America standard transfer agreement (see reverse side) and applicable fees. If this is a foreign currency wire transfer, I accept the conversion rate provided in Section IV, or, if no rate is entered, the rate provided by Bank of America at the time the wire transfer is sent.					
Customer's Signature: Jed Margolin			Date of Request: 3-26-08		
Section VII: Wire System Entry/Verification					
Wire Entered by: Name/Signature (attach BFT screens prints) Print: Janet Saldana Signature: Janet Saldana			BAT Approval Authorization # (if applicable)		
BFT System Time 13:33:53		BFT Sequence # 01080326006579			
Date of Entry and Verification		Verified By (Name/Signature) (Print Verification Screen)		BFT System Time	
Print:		Signature:			

Note: Purpose of Wire must be disclosed if sent to an OFAC blocked country - See OFAC in PRO

Section I: Requester/Originator Information					
Name <i>Jed Margolin</i>		Telephone # <i>775-847-7845</i>		Date Wire to be Sent <i>6-18-08</i>	
Address <i>1981 Empire Rd</i>		City <i>Reno</i>		State <i>NV</i>	
Zip <i>89521-7430</i>		Issue State/Country <i>1. Nevada</i>		Issue Date <i>1. 01-06-06</i>	
Customer ID Type <i>1. DRIVER License</i>		ID# <i>1. 0802588352</i>		Expiration Date <i>1. 02-20-2010</i>	
Method of Signature Verification (If Applicable) <i>2. BofA - ATM 5124 EXP 5/2010</i>					
Section II: Associate Accepting Wire					
Associate Name <i>Janet Saldana</i>		Phone and Fax # <i>775-325-6021</i>		Unit Co#/CC# <i>336/8557</i>	
Date <i>6-18-08</i>		Time <i>9:32</i>		Approval (required)/Market Approval (if required)	
Call Required if Phone, Fax or Letter <input type="checkbox"/> Yes <input type="checkbox"/> N/A Name/Number of Person Contacted _____ Date/Time _____					
Call Completed by: _____					
Section III: Domestic Payment Instructions					
Amount of Wire <i>\$ 30,000.-</i>		Debit Account Type (circle one) CHKG <input type="checkbox"/> SAV <input checked="" type="checkbox"/> ICA <input type="checkbox"/> GL <input type="checkbox"/>		Serial # (For ICA/GL) or Repetitive ID#	
Source <input type="checkbox"/> Fax <input type="checkbox"/> Phone <input type="checkbox"/> Letter <input checked="" type="checkbox"/> OTC		Account to Debit State _____ Available Balance <i>\$ 42,339.52</i> Account Title <i>Jed Margolin</i>			
Overdraft Amount \$ _____		Overdraft Approved by (Name & Signature) _____		Date <i>6-18-08</i>	
Wire Fee \$ <i>25.-</i>					
Section IV: International Payment Instructions: <input type="checkbox"/> Check here if funds must be sent in US Dollars					
USD Amount of Wire \$ _____		Country		Rate	
Foreign Currency Code		Foreign Currency Amount			
Debit Account Type (circle one) CHKG <input type="checkbox"/> SAV <input type="checkbox"/> ICA <input type="checkbox"/> GL <input type="checkbox"/>		Serial # (For ICA/GL) or Repetitive ID#		FX Reference ID (If Applicable)	
Source <input type="checkbox"/> Fax <input type="checkbox"/> Phone <input type="checkbox"/> Letter <input type="checkbox"/> OTC		Account to Debit State _____ Available Balance \$ _____ Account Title _____			
Overdraft Amount \$ _____		Overdraft Approved by (Name & Signature) _____		Date _____	
Wire Fee \$ _____					
Section V: Wire Information					
Beneficiary Name <i>Snell & Wilmer Trust Acct</i>			Beneficiary Account # OR IBAN (if IBAN, no further Beneficiary Bank information is required) <i>411-9025</i>		
Beneficiary Address: Street		City		State Country Zip	
Beneficiary Bank Name <i>J.P. Morgan Chase NA/Phoenix Trust Acct</i>			ABA # or SWIFT or National ID <i>021000021</i>		
Beneficiary Bank Address: Street		City		State Country Zip	
<i>501 N. Central Ave</i>		<i>Phoenix</i>		<i>AZ US 85004</i>	
Additional Instructions (Attention To, Phone Advise, Customer Reference, Contact Upon Arrival) <i>Atty: Jeff Willis Client: Optima Technology Group/Jed Margolin</i>					
Send Thru Bank/IBK (if available)			ABA # or SWIFT or National ID		
Send Thru Bank Address: Street		City		State Country Zip	
Section VI: Customer Approval					
I authorize Bank of America to transfer my funds as set forth in the instructions noted herein (including debiting my account if applicable), and agree that such transfer of funds is subject to the Bank of America standard transfer agreement (see reverse side) and applicable fees. If this is a foreign currency wire transfer, I accept the conversion rate provided in Section IV, or, if no rate is entered, the rate provided by Bank of America at the time the wire transfer is sent.					
Customer's Signature: <i>Jed Margolin</i>			Date of Request: <i>6-18-08</i>		
Section VII: Wire System Entry/Verification : BAT Approval Authorization # (if applicable) _____					
Wire Entered by: Name/Signature (attach BFT screens prints) Print: <i>Janet Saldana</i>			BFT System Time <i>12.02.51</i>		BFT Sequence # <i>01080618004513</i>
Date of Entry and Verification		Verified By: (Name/Signature) (Print Verification Screen) Print: _____			Signature: _____
					BFT System Time

Note: Purpose of Wire must be disclosed if sent to an OFAC blocked country - See OFAC in PRO


UNITED STATES PATENT AND TRADEMARK OFFICE

 UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
 DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

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DECEMBER 10, 2007

PTAS

 OPTIMA TECHNOLOGY CORPORATION (NV)
 C/O JOHN PETER LEE LIMITED
 830 LAS VEGAS BOULEVARD SOUTH
 LAS VEGAS, NEVADA 89101

 UNITED STATES PATENT AND TRADEMARK OFFICE
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 REFERENCED BELOW.

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 INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA
 PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD
 FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY
 CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 5/1-272-3350.
 PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE,
 MAIL STOP: ASSIGNMENT SERVICES BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 12/05/2007

 REEL/FRAME: 020218/0085
 NUMBER OF PAGES: 4

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

MARGOLIN, JED

DOC DATE: 12/05/2007

ASSIGNEE:

 OPTIMA TECHNOLOGY CORPORATION (NV)
 830 LAS VEGAS BOULEVARD SOUTH
 C/O JOHN PETER LEE LIMITED
 LAS VEGAS, NEVADA 89101

SERIAL NUMBER: 08513298

FILING DATE: 08/09/1995

PATENT NUMBER: 5566073

ISSUE DATE: 10/15/1996

TITLE: PILOT AID USING SYNTHETIC REALITY

SERIAL NUMBER: 08587731

FILING DATE: 01/19/1996

PATENT NUMBER: 5904724

ISSUE DATE: 05/18/1999

TITLE: METHOD AND APPARATUS FOR REMOTELY PILOTING AN AIRCRAFT

020218/0085 PAGE 2

SERIAL NUMBER: 09543252

FILING DATE: 04/05/2000

PATENT NUMBER: 6377436

ISSUE DATE: 04/23/2002

TITLE: MICROWAVE TRANSMISSION USING A LASER-GENERATED PLASMA BEAM WAVEGUIDE

SERIAL NUMBER: 09148045

FILING DATE: 09/03/1998

PATENT NUMBER: 5978488

ISSUE DATE: 11/02/1999

TITLE: SIMULATED AM RADIO

THERESA FREDERICK, EXAMINER
ASSIGNMENT SERVICES BRANCH
PUBLIC RECORDS DIVISION

R.A.000056

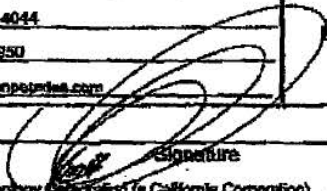
JM_SC2_1014

Form PTO-1535 (Rev. 07/05)
OMB No. 0651-0127 (exp. 6/30/2006)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

**RECORDATION FORM COVER SHEET
PATENTS ONLY**

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies) Jed Margolin Based on Power of Attorney dated July 20, 2004 to: Optima Technology Corporation (CA)		2. Name and address of receiving party(ies) Name: <u>Optima Technology Corporation (NV)</u> Internal Address: <u>c/o John Peter Lee Limited</u> Street Address: <u>630 Las Vegas Boulevard South</u> City: <u>Las Vegas</u> State: <u>Nevada</u> Country: <u>U.S.A.</u> Zip: <u>89101</u>	
Additional name(s) of conveying party(ies) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
3. Nature of conveyance/Execution Date(s): Execution Date(s) <u>December 5, 2007</u> <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Joint Research Agreement <input type="checkbox"/> Government Interest Assignment <input type="checkbox"/> Executive Order 9424, Confirmatory License <input type="checkbox"/> Other		4. Application or patent number(s): <input type="checkbox"/> This document is being filed together with a new application. A. Patent Application No.(s) B. Patent No.(s) <u>6,688,073</u> <u>5,904,724</u> <u>6,377,496</u> <u>5,978,488</u> Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
5. Name and address to whom correspondence concerning document should be mailed: Name: <u>Optima Technology Corporation (NV)</u> Internal Address: <u>c/o John Peter Lee Limited</u> Street Address: <u>630 Las Vegas Boulevard South</u> City: <u>Las Vegas</u> State: <u>Nevada</u> Zip: <u>89101</u> Phone Number: <u>702-362-4044</u> Fax Number: <u>702-369-9850</u> Email Address: <u>info@johnpeterlee.com</u>		6. Total number of applications and patents involved: <u>4</u> 7. Total fee (37 CFR 1.21(h) & 3.41) \$ <u>160.00</u> <input checked="" type="checkbox"/> Authorized to be charged by credit card <input type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed <input type="checkbox"/> None required (government interest not affecting fee)	
8. Signature:  Signature Optima Technology Corporation (a California Corporation) Name of Person Signing		8. Payment Information a. Credit Card Last 4 Numbers <u>1004</u> Expiration Date <u>01/09</u> b. Deposit Account Number _____ Authorized User Name _____	
Date: <u>12/05/2007</u>		Total number of pages including cover sheet, attachments, and documents: <u>7</u>	

OP. \$160.00 5566073

Documents to be recorded (including cover sheet) should be filed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22312-1450



UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

700352578A

700352578A

DECEMBER 10, 2007

PTAS

OPTIMA TECHNOLOGY CORPORATION (NV)
C/O JOHN PETER LEE LIMITED
630 LAS VEGAS BOULEVARD SOUTH
LAS VEGAS, NEVADA 89101

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 571-272-3350. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, MAIL STOP: ASSIGNMENT SERVICES BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 12/05/2007

REEL/FRAME: 020218/0089
NUMBER OF PAGES: 5

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

MARGOLIN, JED BASED ON POWER OF
ATTORNEY DATED JULY 20, 2004 TO:
OPTIMA TECHNOLOGY CORPORATION
(CA)

DOC DATE: 12/05/2007

ASSIGNEE:

OPTIMA TECHNOLOGY CORPORATION (NV)
830 LAS VEGAS BOULEVARD SOUTH
C/O JOHN PETER LEE LIMITED
LAS VEGAS, NEVADA 89101

SERIAL NUMBER: 08513298

FILING DATE: 08/09/1995

PATENT NUMBER: 5566073

ISSUE DATE: 10/15/1996

TITLE: PILOT AID USING SYNTHETIC REALITY

020218/0089 PAGE 2

SERIAL NUMBER: 08587731

FILING DATE: 01/19/1996

PATENT NUMBER: 5904724

ISSUE DATE: 05/18/1999

TITLE: METHOD AND APPARATUS FOR REMOTELY PILOTING AN AIRCRAFT

SERIAL NUMBER: 09543252

FILING DATE: 04/05/2000

PATENT NUMBER: 6377436

ISSUE DATE: 04/23/2002

TITLE: MICROWAVE TRANSMISSION USING A LASER-GENERATED PLASMA BEAM WAVEGUIDE

SERIAL NUMBER: 09148045

FILING DATE: 09/03/1998

PATENT NUMBER: 5978488

ISSUE DATE: 11/02/1999

TITLE: SIMULATED AM RADIO

THERESA FREDERICK, EXAMINER
ASSIGNMENT SERVICES BRANCH
PUBLIC RECORDS DIVISION

R.A.000059

JM_SC2_1017

Form PTO-1595 (Rev. 07/05)
OMB No. 0651-0027 (exp. 03/30/2008)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

**RECORDATION FORM COVER SHEET
PATENTS ONLY**

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents of the new address(es) below.

1. Name of conveying party(ies) Jed Margolin based on Power of Attorney dated July 20, 2004 for Optima Technology Corporation (CA)		2. Name and address of receiving party(ies) Name: <u>Optima Technology Corporation (NV)</u> Internal Address: <u>c/o John Peter Lee Limited</u>			
Additional name(s) of conveying party(ies) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Street Address: <u>880 Las Vegas Boulevard South</u>			
3. Nature of conveyance/Execution Date(s): Execution Date(s) <u>December 5, 2007</u> <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Joint Research Agreement <input type="checkbox"/> Government Interest Assignment <input type="checkbox"/> Executive Order 9424, Confirmatory License <input type="checkbox"/> Other		City: <u>Las Vegas</u> State: <u>Nevada</u> Country: <u>U.S.A.</u> Zip: <u>89101</u>			
4. Application or patent number(s): <input type="checkbox"/> This document is being filed together with a new application.		Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
A. Patent Application No.(s)		B. Patent No.(s) <u>6,586,073</u> <u>6,904,724</u> <u>6,377,436</u> <u>5,978,468</u>			
Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		5. Name and address to whom correspondence concerning document should be mailed: Name: <u>Optima Technology Corporation (NV)</u> Internal Address: <u>c/o John Peter Lee Limited</u> Street Address: <u>880 Las Vegas Boulevard South</u> City: <u>Las Vegas</u> State: <u>Nevada</u> Zip: <u>89101</u> Phone Number: <u>702-382-4044</u> Fax Number: <u>702-383-9950</u> Email Address: <u>info@johnpeterlee.com</u>		6. Total number of applications and patents involved: <u>4</u>	
7. Total fee (37 CFR 1.21(h) & 3.41) \$ <u>100.00</u> <input checked="" type="checkbox"/> Authorized to be charged by credit card <input type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed <input type="checkbox"/> None required (government interest not affecting title)		8. Payment Information a. Credit Card Last 4 Numbers <u>1004</u> Expiration Date <u>01/09</u> b. Deposit Account Number _____ Authorized User Name _____			
9. Signature: _____ Signature		Date <u>12/5/2007</u>			
Optima Technology Corporation (a California Corporation) Name of Person Signing		Total number of pages including cover sheet, attachments, and documents: <u>7</u>			

CP \$160.00 5566073

Documents to be recorded (including cover sheet) should be filed to (871) 273-0148, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA, 22315-1450

020227/0287 PAGE 2

SERIAL NUMBER: 09543252

FILING DATE: 04/05/2000

PATENT NUMBER: 6377436

ISSUE DATE: 04/23/2002

TITLE: MICROWAVE TRANSMISSION USING A LASER-GENERATED PLASMA BEAM WAVEGUIDE

SERIAL NUMBER: 09148045

FILING DATE: 09/03/1998

PATENT NUMBER: 5978488

ISSUE DATE: 11/02/1999

TITLE: SIMULATED AM RADIO

MARCUS KIRK, EXAMINER
ASSIGNMENT SERVICES BRANCH
PUBLIC RECORDS DIVISION

R.A.000061

JM_SC2_1019

020227/0287 PAGE 2

SERIAL NUMBER: 09543252

FILING DATE: 04/05/2000

PATENT NUMBER: 6377436

ISSUE DATE: 04/23/2002

TITLE: MICROWAVE TRANSMISSION USING A LASER-GENERATED PLASMA BEAM WAVEGUIDE

SERIAL NUMBER: 09148045

FILING DATE: 09/03/1998

PATENT NUMBER: 5978488

ISSUE DATE: 11/02/1999

TITLE: SIMULATED AM RADIO

MARCUS KIRK, EXAMINER
ASSIGNMENT SERVICES BRANCH
PUBLIC RECORDS DIVISION

R.A.000062

JM_SC2_1020

12/07/2007
700352860

Form PTO-1595 (Rev. 07/03)
OMB No. 0651-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET
PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies) Jed Margolin based on Power of Attorney (dated July 20, 2004) to: Optima Technology Corporation (CA)		2. Name and address of receiving party(ies) Name: Optima Technology Corporation (NV) Internal Address: c/o John Peter Lee Limited	
Additional name(s) of conveying party(ies) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Street Address: 830 Las Vegas Boulevard South	
3. Nature of conveyance/Execution Data(s): Execution Date(s) December 5, 2007 <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Joint Research Agreement <input type="checkbox"/> Government Interest Assignment <input type="checkbox"/> Executive Order 9424, Confirmatory License <input type="checkbox"/> Other		City: Las Vegas State: Nevada Country: U.S.A. Zip: 89101	
4. Application or patent number(s): A. Patent Application No.(s) B. Patent No.(s)		<input type="checkbox"/> This document is being filed together with a new application. 5,566,073 5,904,724 6,377,436 5,978,488	
Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
5. Name and address to whom correspondence concerning document should be mailed: Name: Optima Technology Corporation (NV) Internal Address: c/o John Peter Lee Limited Street Address: 830 Las Vegas Boulevard South City: Las Vegas State: Nevada Zip: 89101 Phone Number: 702-382-4044 Fax Number: 702-383-9950 Email Address: info@johnpeterlee.com		6. Total number of applications and patents involved: 4	
7. Total fee (37 CFR 1.21(h) & 3.41) \$160.00 <input checked="" type="checkbox"/> Authorized to be charged by credit card <input type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed <input type="checkbox"/> None required (government interest not affecting title)		8. Payment Information a. Credit Card Last 4 Numbers 1004 Expiration Date 01/09 b. Deposit Account Number Authorized User Name	
9. Signature: <i>Jed Margolin by [Signature]</i> Optima Technology Corporation (a California Corporation) Name of Person Signing		12/5/2007 Date Total number of pages including cover sheet, attachments, and documents: 7	

OP \$160.00 5566073

Documents to be recorded (including cover sheet) should be filed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-4450

Optima Technology Corporation

8775 Costa Verde Blvd.
Suite 501, San Diego CA 92122
Phone: 775-450-6833
Fax: 858-625-2460

December 5, 2007

United States Patent Office
Patent Assignment Department

Fax: 571-273-0140

Subject: Assignment of Patents

Dear Sir,

Reference to our telephone conversation of today with Mr. Maurice please find herewith the information cover sheet and credit card payment form and the power of attorney from Mr. Jed Margolin to Optima Technology Corporation for four patents Numbers:

5,566,073
5,904,724
6,377,436
5,978,488

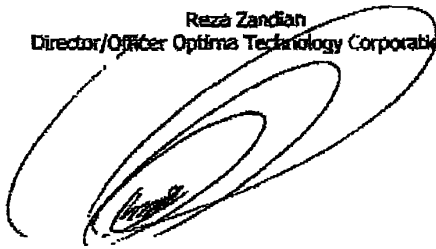
to be assigned to Optima Technology Corporation a Nevada Corporation with the Address:

Mr. John Peter Lee Esq.
830 Las Vegas Boulevard South,
Las Vegas NV 89101

Thank you in advance for your co-operation, please call 775-450-6833 if you have any question.

Truly Yours

Reza Zandian
Director/Officer Optima Technology Corporation



R.A.000064

JM_SC2_1022

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IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF ARIZONA

UNIVERSAL AVIONICS SYSTEMS CORPORATION,

Plaintiff,

vs.

OPTIMA TECHNOLOGY GROUP, INC.,
OPTIMA TECHNOLOGY CORPORATION, ROBERT ADAMS and
JED MARGOLIN,

Defendants.

OPTIMA TECHNOLOGY INC. a/k/a
OPTIMA TECHNOLOGY GROUP, INC.,
a corporation,

Counterclaimant,

vs.

UNIVERSAL AVIONICS SYSTEMS CORPORATION, an Arizona corporation,

Counterdefendant,

OPTIMA TECHNOLOGY INC. a/k/a
OPTIMA TECHNOLOGY GROUP, INC.,

Cross-Claimant,

vs.

OPTIMA TECHNOLOGY CORPORATION,

Cross-Defendant.

No. CV 07-588-TUC-RCC

ORDER

1 This Court, having considered the Defendants' Application for Entry of Default
2 Judgment against Cross-Defendant Optima Technology Corporation, finds no just reason to
3 delay entry of final judgment.

4 Therefore, IT IS HEREBY ORDERED:

5 Final Judgment is entered against Cross-Defendants Optima Technology Corporation,
6 a California corporation, and Optima Technology Corporation, a Nevada corporation, as
7 follows:

8 1. Optima Technology Corporation has no interest in U.S. Patents Nos. 5,566,073 and
9 5,904,724 ("the Patents") or the Durable Power of Attorney from Jed Margolin dated July
10 20, 2004 ("the Power of Attorney");

11 2. The Assignment Optima Technology Corporation filed with the USPTO is forged,
12 invalid, void, of no force and effect, and is hereby struck from the records of the USPTO;

13 3. The USPTO is to correct its records with respect to any claim by Optima
14 Technology Corporation to the Patents and/or the Power of Attorney; and

15 4. OTC is hereby enjoined from asserting further rights or interests in the Patents
16 and/or Power of Attorney; and

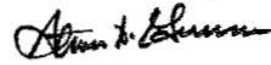
17 5. There is no just reason to delay entry of final judgment as to Optima Technology
18 Corporation under Federal Rule of Civil Procedure 54(b).

19 DATED this 18th day of August, 2008.

20
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22 

23 Raner C. Collins
24 United States District Judge
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26
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28

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CLERK OF THE COURT

1 NOAS
2 REZA ZANDIAN
3 6, rue Edouard Fournier
4 75116 Paris, France
5 Pro Per Appellant

6 DISTRICT COURT
7 CLARK COUNTY, NEVADA

8 GHOLAMREZA ZANDIAN JAZI, also
9 known as REZA ZANDIAN, individually,

CASE NO.: A-11-635430-C
DEPT. NO.: IV

10 Plaintiff,

11 v.

12 FIRST AMERICAN TITLE COMPANY, a
13 Nevada business entity; JOHNSON SPRING
14 WATER COMPANY, LLC, formerly known
15 as BIG SPRING RANCH, LLC, a Nevada
16 Limited Liability Company, FRED SADRI,
17 Trustee of the Star Living Trust, RAY
18 KOROGHLI, individually, and ELIAS
19 ABRISHAMI, individually,

20 Defendants.

21 AND ALL RELATED COUNTERCLAIMS
22 AND THIRD-PARTY CLAIMS

1334.024072-td

23 **NOTICE OF APPEAL**

24 Notice is hereby given that REZA ZANDIAN a member of the above named company,
25 hereby appeals to the Supreme Court of Nevada from the Order to Distribute Attorney Fee and Costs
26 Awards to Defendants entered in this action on the 15th day of February, 2013.

27 DATED this 15th day of March, 2013.

28 BY: 
REZA ZANDIAN
6, rue Edouard Fournier
75116 Paris, France
Pro Per Appellant

CERTIFICATE OF MAILING

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I HEREBY CERTIFY that on the ___ day of March, 2013, I served a copy of the above and foregoing NOTICE OF APPEAL, upon the appropriate parties hereto, by enclosing it in a sealed envelope, deposited in the United States mail, upon which first class postage was fully prepaid addressed to:

Stanley W. Parry
100 North City Parkway, Ste. 1750
Las Vegas, Nevada 89106

Elias Abrishami
P.O. Box 10476
Beverly Hills, California 90213

Ryan E. Johnson, Esq.
Watson & Rounds
777 North Rainbow Blvd. Ste. 350
Las Vegas, Nevada 89107

A handwritten signature in black ink, appearing to be 'R. Johnson', is written over a horizontal line. The signature is enclosed within a large, hand-drawn oval.

CLOSED, STD

**U.S. District Court
DISTRICT OF ARIZONA (Tucson Division)
CIVIL DOCKET FOR CASE #: 4:07-cv-00588-RCC**

Universal Avionics Systems Corporation v. Optima
Technology Group, Inc. et al
Assigned to: Judge Raner C Collins
Cause: No cause code entered

Date Filed: 11/09/2007
Date Terminated: 09/23/2008
Jury Demand: Both
Nature of Suit: 190 Contract: Other
Jurisdiction: Federal Question

Plaintiff

**Universal Avionics Systems
Corporation**

represented by **Allan Andrew Kassenoff**
Greenberg Traurig LLP
200 Park Ave
New York, NY 10166
212-801-9200
Fax: 212-801-6400
Email: kassenoffa@gtlaw.com
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Paul J Sutton
Greenberg Traurig LLP
200 Park Ave
New York, NY 10166
(212)801-9200
Fax: (212)801-6400
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Scott Joseph Bornstein ,
Greenberg Traurig LLP
200 Park Ave
New York, NY 10166
212-801-2172
Fax: 212-224-6146
Email: bornsteins@gtlaw.com
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

E Jeffrey Walsh
Greenberg Traurig LLP
2375 E Camelback Rd
Ste 700
Phoenix, AZ 85016
602-445-8406
Fax: 602-445-8100

Email: walshj@gtlaw.com
ATTORNEY TO BE NOTICED

Robert A Mandel
Greenberg Traurig LLP
2375 E Camelback Rd
Ste 700
Phoenix, AZ 85016
602-445-8000
Fax: 602-445-8100
Email: mandelr@gtlaw.com
ATTORNEY TO BE NOTICED

V.

Defendant

**Optima Technology Group
Incorporated**

represented by **Edward Moomjian , II**
Udall Law Firm LLP
4801 E Broadway Blvd
Ste 400
Tucson, AZ 85711
520-623-4353
Fax: 520-792-3426
Email: emoomjian@udalllaw.com
TERMINATED: 03/03/2008
ATTORNEY TO BE NOTICED

Jeanna Chandler Nash
Udall Law Firm LLP
4801 E Broadway Blvd
Ste 400
Tucson, AZ 85711-3609
520-623-4353
Fax: 520-792-3426
Email: jnash@udalllaw.com
TERMINATED: 03/03/2008
ATTORNEY TO BE NOTICED

Jeffrey Lynn Willis
Snell & Wilmer LLP
1 S Church Ave
Ste 1500
Tucson, AZ 85701-1612
520-882-1231
Fax: 520-884-1294
Email: jwillis@swlaw.com

Robert Alan Bernheim
Snell & Wilmer LLP
1 S Church Ave., Ste. 1500

Tucson, AZ 85701-1612
520-882-1239
Fax: 520-884-1294
Email: rbernheim@swlaw.com
ATTORNEY TO BE NOTICED

Defendant

Optima Technology Corporation
TERMINATED: 08/18/2008

represented by **Jeanna Chandler Nash**
(See above for address)
TERMINATED: 03/03/2008

Defendant

Robert Adams
TERMINATED: 04/09/2008

represented by **Edward Moomjian , II**
(See above for address)
TERMINATED: 03/03/2008

Jeanna Chandler Nash
(See above for address)
TERMINATED: 03/03/2008

Jeffrey Lynn Willis
(See above for address)

Robert Alan Bernheim
(See above for address)
ATTORNEY TO BE NOTICED

Defendant

Jed Margolin

represented by **Edward Moomjian , II**
(See above for address)
TERMINATED: 03/03/2008
ATTORNEY TO BE NOTICED

Jeanna Chandler Nash
(See above for address)
TERMINATED: 03/03/2008
ATTORNEY TO BE NOTICED

Jeffrey Lynn Willis
(See above for address)
ATTORNEY TO BE NOTICED

Robert Alan Bernheim
(See above for address)
ATTORNEY TO BE NOTICED

Defendant

Optima Technology Corporation
TERMINATED: 08/18/2008

ThirdParty Defendant

Joachim L Naimer

ThirdParty Defendant

Unknown Naimer

Named as Jane Doe Naimer

ThirdParty Defendant

Frank E Hummel

ThirdParty Defendant

Unknown Hummel

Named as Jane Doe Hummel

ThirdParty Plaintiff

**Optima Technology Group
Incorporated**

represented by **Edward Moomjian , II**
(See above for address)
TERMINATED: 03/03/2008

Jeanna Chandler Nash
(See above for address)
TERMINATED: 03/03/2008

Cross Claimant

**Optima Technology Group
Incorporated**

represented by **Edward Moomjian , II**
(See above for address)
TERMINATED: 03/03/2008

Jeanna Chandler Nash
(See above for address)
TERMINATED: 03/03/2008

V.

Cross Defendant

Optima Technology Corporation
TERMINATED: 07/07/2008

represented by **Jeanna Chandler Nash**
(See above for address)
TERMINATED: 03/03/2008

Counter Claimant

**Optima Technology Group
Incorporated**

represented by **Edward Moomjian , II**
(See above for address)
TERMINATED: 03/03/2008

Jeanna Chandler Nash
(See above for address)
TERMINATED: 03/03/2008
ATTORNEY TO BE NOTICED

V.

Counter Defendant

**Universal Avionics Systems
Corporation**

represented by **Allan Andrew Kassenoff**
(See above for address)
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Paul J Sutton
(See above for address)
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Scott Joseph Bornstein ,
(See above for address)
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

E Jeffrey Walsh
(See above for address)
ATTORNEY TO BE NOTICED

Counter Claimant

**Optima Technology Group
Incorporated**

represented by **Edward Moomjian , II**
(See above for address)
TERMINATED: 03/03/2008
ATTORNEY TO BE NOTICED

Jeanna Chandler Nash
(See above for address)
TERMINATED: 03/03/2008
ATTORNEY TO BE NOTICED

Jeffrey Lynn Willis
(See above for address)

Robert Alan Bernheim
(See above for address)
ATTORNEY TO BE NOTICED

Counter Claimant

Jed Margolin

represented by **Edward Moomjian , II**
(See above for address)
TERMINATED: 03/03/2008
ATTORNEY TO BE NOTICED

Jeanna Chandler Nash
(See above for address)
TERMINATED: 03/03/2008

ATTORNEY TO BE NOTICED

Jeffrey Lynn Willis
(See above for address)
ATTORNEY TO BE NOTICED

Robert Alan Bernheim
(See above for address)
ATTORNEY TO BE NOTICED

V.

Counter Defendant

Optima Technology Corporation

represented by **Jeanna Chandler Nash**

(See above for address)

TERMINATED: 03/03/2008

Date Filed	#	Docket Text
11/09/2007	<u>1</u>	SEALED COMPLAINT. Filing fee received: \$ 350.00, receipt number 1549612, filed by Universal Avionics Systems Corporation. (Attachments: # <u>1</u> Exhibit Part 1 of 2# <u>2</u> Exhibit Part 2 of 2# <u>3</u> Summons OTC# <u>4</u> Summons OTG# <u>5</u> Summons JA# <u>6</u> Summons RA# <u>7</u> Civil Cover Sheet)(Walsh, E) Modified on 1/25/2008 (DNO, SEALED PER ORDER <u>39</u>). Modified on 2/15/2008 (APJ,). (Entered: 11/09/2007)
11/09/2007		This case has been assigned to the Honorable Raner C. Collins. All future pleadings or documents should bear the correct case number: CIV-07-588-TUC-RCC. (GPA,) (Entered: 11/15/2007)
11/15/2007	<u>2</u>	Summons Issued as to Optima Technology Corporation. (GPA,). *** IMPORTANT: You must select "Document and stamps" or "Document and comments" on the print screen in order for the court seal to appear on the summons you print. (Entered: 11/15/2007)
11/15/2007	<u>3</u>	Summons Issued as to Optima Technology Group, Inc.. (GPA,). *** IMPORTANT: You must select "Document and stamps" or "Document and comments" on the print screen in order for the court seal to appear on the summons you print. (Entered: 11/15/2007)
11/15/2007	<u>4</u>	Summons Issued as to Jed Margolin. (GPA,). *** IMPORTANT: You must select "Document and stamps" or "Document and comments" on the print screen in order for the court seal to appear on the summons you print. (Entered: 11/15/2007)
11/15/2007	<u>5</u>	Summons Issued as to Robert Adams. (GPA,). *** IMPORTANT: You must select "Document and stamps" or "Document and comments" on the print screen in order for the court seal to appear on the summons you print. (Entered: 11/15/2007)
11/15/2007	<u>6</u>	Notice re electronically sending a magistrate election form to filer by

		Universal Avionics Systems Corporation (GPA,) (Entered: 11/15/2007)
12/17/2007	<u>7</u>	Quarterly MOTION for Extension of Time To Answer based on Stipulation by Optima Technology Corporation, Robert Adams, Jed Margolin. (Attachments: # <u>1</u> Supplement Stipulation, # <u>2</u> Text of Proposed Order Order) (Chandler, Jeanna) (Entered: 12/17/2007)
12/19/2007	<u>8</u>	ORDER granting <u>7</u> Motion for Extension of Time. Dfts have up to 1/7/08 to serve/file their answer. Signed by Judge Raner C Collins on 12/18/07.(SSU,) (Entered: 12/19/2007)
01/04/2008	<u>9</u>	MOTION for Admission Pro Hac Vice as to attorney Scott J Bornstein on behalf of Universal Avionics Systems Corporation. (BAS,) (Entered: 01/04/2008)
01/04/2008	<u>10</u>	MOTION for Admission Pro Hac Vice as to attorney Paul J Sutton on behalf of Universal Avionics Systems Corporation. (BAS,) (Entered: 01/04/2008)
01/04/2008	<u>11</u>	MOTION for Admission Pro Hac Vice as to attorney Allan A Kassenoff on behalf of Universal Avionics Systems Corporation. (BAS,) (Entered: 01/04/2008)
01/04/2008		PRO HAC VICE FEE PAID. \$ 100, receipt number PHX066316 as to Scott J Bornstein. (BAS,) (Entered: 01/04/2008)
01/04/2008		PRO HAC VICE FEE PAID. \$ 100, receipt number PHX066315 as to Paul J Sutton. (BAS,) (Entered: 01/04/2008)
01/04/2008		PRO HAC VICE FEE PAID. \$ 100, receipt number PHX066314 as to Allan A Kassenoff. (BAS,) (Entered: 01/04/2008)
01/04/2008	<u>12</u>	ORDER pursuant to General Order 05-25 granting <u>9</u> Motion for Admission Pro Hac Vice; granting <u>10</u> Motion for Admission Pro Hac Vice; granting <u>11</u> Motion for Admission Pro Hac Vice.Per the Court's Administrative Policies and Procedures Manual, applicant has five (5) days in which to register as a user of the Electronic Filing System. Registration to be accomplished via the court's website at www.azd.uscourts.gov. (BAS,)(This is a TEXT ENTRY ONLY. There is no.pdf document associated with this entry.) (Entered: 01/04/2008)
01/07/2008	<u>13</u>	MOTION to Dismiss Case by Optima Technology Group, Inc., Robert Adams. (Chandler, Jeanna) Modified on 1/9/2008 (SSU, DOCUMENT FILED WITH INCORRECT CASE NUMBER AND DOCUMENT NOT IN COMPLIANCE WITH LRCiv 7.1(c). ATTORNEY NOTICED). (Entered: 01/07/2008)
01/07/2008	<u>16</u>	SEALED LODGED Proposed Memorandum in Support of Motion to Dismiss Adams/Optima re: 14 MOTION to Seal Document re Memorandum in Support of Adams/Optima Motion to Dismiss. Document to be filed by Clerk if Motion to Seal is granted. Filed by Optima Technology Group, Inc., Robert Adams. (Chandler, Jeanna) (Entered: 01/07/2008)
01/07/2008	<u>17</u>	MOTION to Dismiss Case for Lack of Jurisdiction by Robert Adams. (Chandler, Jeanna) Modified on 1/9/2008 (SSU, DOCUMENT FILED WITH