

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

101006886

**PATENT**  
**REEL: 9781 FRAME: 0798**

## Patent Recordation Explanatory Sheet

This sheet supplements the information contained in the attached Recordation Form Cover Sheet.

1. On September 27, 1996, as part of a larger transaction, Anatoly Sverdlin assigned three patents to L.D.E. Associates, L.L.C. This assignment was recorded in the U.S. Patent and Trademark Office on January 17, 1997, and a copy of the Notice of Recordation of Assignment Document is attached hereto as Exhibit A.

2. In October 1997, a Texas state court jury rendered a verdict against LDE Associates, L.L.C., and in favor of Anatoly Sverdlin. One part of this verdict was a jury finding that LDE Associates had made a usurious loan to a company founded by Anatoly Sverdlin. The jury found that the September 27, 1996 patent assignment (Exhibit A) was a component of the usurious interest charged on the loan. A copy of the jury's verdict form reflecting this finding is attached hereto as Exhibit B.

3. The Texas usury statute provides that when a loan is usurious, all items of usurious interest must be forfeited by the lender. Because the jury found that the patent assignment was "interest" on the usurious loan, the patent assignment is forfeited under Texas law. The court entered judgment to this effect, and a copy of its judgment is attached as Exhibit C. The section of the judgment requiring forfeiture of all interest is highlighted and tabbed for your review.

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4. Due to the judgment in the above litigation, the patents are now forfeited back to Anatoly Sverdlin, and we request that your office duly record this transfer.

# ***Exhibit A***



UNITED STATES DEPARTMENT OF COMMERCE  
Patent and Trademark Office  
ASSISTANT SECRETARY AND COMMISSIONER  
OF PATENTS AND TRADEMARKS  
Washington, D.C. 20231

MARCH 25, 1997

PTAS



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COOPER & DUNHAM LLP  
NORMAN H. ZIVIN  
1185 AVENUE OF THE AMERICAS, 23RD FLOOR  
NEW YORK, NEW YORK 10036

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 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, NORTH TOWER BUILDING, SUITE 10C35, WASHINGTON, D.C. 20231.

RECORDATION DATE: 01/17/1997

REEL/FRAME: 8307/0692  
NUMBER OF PAGES: 6

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

ASSIGNOR:

SVERDLIN, ANATOLY

DOC DATE: 09/27/1996

ASSIGNEE:

L.D.E. ASSOCIATES, L.L.C.  
146 CHESTNUT RIDGE ROAD  
MT. KISCO, NEW YORK

SERIAL NUMBER: 07911117  
PATENT NUMBER: 5235954

FILING DATE: 07/09/1992  
ISSUE DATE: 08/17/1993

SERIAL NUMBER: 08180829  
PATENT NUMBER: 5398875

FILING DATE: 01/12/1994  
ISSUE DATE: 03/21/1995

SERIAL NUMBER: 07943687  
PATENT NUMBER: RE35079

FILING DATE: 09/11/1992  
ISSUE DATE: 11/07/1995

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PATENT  
REEL: 9781 FRAME: 0801

STEVEN POST, EXAMINER  
ASSIGNMENT DIVISION  
OFFICE OF PUBLIC RECORDS

# ***Exhibit B***

### QUESTION NO. 50

Do you find by clear and convincing evidence that any of the following elements constitute a charge of interest to Automated Marine Propulsion Systems, Inc., on September 20, 1996, for the \$2 million loan?

Answer "yes" or "no" as to each of the following.

	<u>YES</u>	<u>NO</u>
→ a) the patent assignment	<u>✓</u>	—
b) the 30% option	<u>✓</u>	—
c) the 50% option	<u>✓</u>	—

"Interest" is the compensation allowed by law for the use or forbearance or detention of money.

# ***Exhibit C***



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(9)A  
DREC

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Plaintiff,

Derivative Plaintiff-Defendant,

HARRIS COUNTY, TEXAS

**F I L E D**  
CHARLES BACARISSE  
District Clerk

JAN 25 1999

Harris County, Texas

By \_\_\_\_\_ Deputy

215<sup>TH</sup> JUDICIAL DISTRICT

On September 22, 1998, <sup>2</sup> came on to be heard the above-entitled and numbered cause wherein Anatoly Sverdlin, individually and derivatively on behalf of Automated Marine Propulsion Systems, Inc. ("AMPS"), Plaintiff herein after realignment of the parties, appeared in person and by attorney of record and announced ready for trial and Louis Dreyfus Natural Gas Holdings Corp., L.D.E. Associates, L.L.C., Mark Swank, James J. McCoy, Jr., Jeffrey Sussman, Marvin Chudnoff, and AMPS, Defendants herein after realignment of the parties, appeared in person and by attorney of record and announced ready for trial. A jury having been previously demanded, a jury of twelve (12) qualified jurors was duly empaneled and the case proceeded to trial.

At the conclusion of the evidence, the Court submitted the questions of fact in the case to the jury. The Charge of the Court and the verdict of the Jury are incorporated herein for all purposes by reference. The Charge submitted to the Jury contained fifty-seven (57) questions. The Jury rendered a verdict in favor of Anatoly Sverdlin, individually and derivatively on behalf of AMPS, on all issues. In connection therewith, the jury found in

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RECORDER'S MEMORANDUM  
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present at the time of imaging

**PATENT**  
**REEL: 9781 FRAME: 0806**

response to Question 52, that Louis Dreyfus Natural Gas Holdings Corp. is responsible for the conduct of L.D.E. Associates, L.L.C. After the submission of the case to the jury and the jury's verdict, but before the entry of judgment against Defendants herein, Sverdlin, individually and derivatively on behalf of AMPS, settled with Defendants Gardere Wynne Sewell & Riggs, L.L.P., and David Jungman. Based on that settlement, the Court on January 13, 1999 signed a take-nothing judgment disposing of all claims against Gardere Wynne Sewell & Riggs, L.L.P. and David Jungman. Because it appears to the Court that the verdict of the jury on all issues was for Anatoly Sverdlin, individually and derivatively on behalf of AMPS, the Plaintiff, and against Louis Dreyfus Natural Gas Holdings Corp., L.D.E. Associates, L.L.C., Mark Swank, James J. McCoy, Jr., Jeffrey Sussman, Marvin Chudnoff, and AMPS, the Defendants, judgment should be rendered on the verdict in favor of Plaintiff Sverdlin and against said Defendants, as set forth below.

### **TORTIOUS INTERFERENCE**

1. IT IS THEREFORE ORDERED that Anatoly Sverdlin, in his individual capacity, is entitled to actual damages from L.D.E. Associates, L.L.C.; Mark Swank; Jeffrey Sussman; and Marvin Chudnoff, jointly and severally, for the tortious interference with Anatoly Sverdlin's employment agreement with AMPS.

2. IT IS FURTHER ORDERED that Anatoly Sverdlin, in his individual capacity, have and recover \$500,200.00 in exemplary damages against L.D.E. Associates, L.L.C. as a result of its tortious interference with Anatoly Sverdlin's employment agreement with AMPS. Louis Dreyfus Natural Gas Holdings Corp. is jointly and severally liable with L.D.E. Associates, L.L.C. for this sum as a result of the jury's response to Question No. 52 finding Louis Dreyfus Natural Gas Holdings Corp. responsible for the conduct of L.D.E. Associates, L.L.C. L.D.E. Associates, L.L.C. and Louis Dreyfus Natural Gas Holdings Corp. (as the result of the jury's response to Question No. 52 finding Louis Dreyfus Natural Gas Holdings Corp. responsible for the conduct of L.D.E. Associates, L.L.C.) are jointly and severally liable for post-judgment

interest on this sum at the rate of ten percent (10%) compounded annually from the date of Judgment until paid.

3. IT IS FURTHER ORDERED that Anatoly Sverdlin, in his individual capacity, have and recover \$500,200.00 in exemplary damages against Mark Swank as a result of his tortious interference with Anatoly Sverdlin's employment agreement with AMPS. Mark Swank is liable for post-judgment interest on this sum at the rate of ten percent (10%) compounded annually from the date of Judgment until paid.

4. IT IS FURTHER ORDERED that Anatoly Sverdlin, in his individual capacity, have and recover \$500,200.00 in exemplary damages against Jeffrey Sussman as a result of his tortious interference with Anatoly Sverdlin's employment agreement with AMPS. Jeffrey Sussman is liable for post-judgment interest on this sum at the rate of ten percent (10%) compounded annually from the date of Judgment until paid.

5. IT IS FURTHER ORDERED that Anatoly Sverdlin, in his individual capacity, have and recover \$500,200.00 in exemplary damages against Marvin Chudnoff as a result of his tortious interference with Anatoly Sverdlin's employment agreement with AMPS. Marvin Chudnoff is liable for post-judgment interest on this sum at the rate of ten percent (10%) compounded annually from the date of Judgment until paid.

#### FRAUD IN CONNECTION WITH SVERDLIN'S PATENTS

6. IT IS FURTHER ORDERED that Anatoly Sverdlin, in his individual capacity, have and recover actual damages from L.D.E. Associates, L.L.C.; Mark Swank; and Marvin Chudnoff, jointly and severally, in the amount of \$24,867,944.58 as a result of each of these parties' participation in the fraud in connection with Anatoly Sverdlin's patents. Louis Dreyfus Natural Gas Holdings Corp. is also jointly and severally liable for this sum as a result of the jury's response to Question No. 52 finding Louis Dreyfus Natural Gas Holdings Corp. responsible for the conduct of L.D.E. Associates, L.L.C. Mark Swank; Marvin Chudnoff; L.D.E. Associates, L.L.C.; and Louis Dreyfus Natural Gas Holdings Corp. (as the result of the

jury's response to Question No. 52 finding Louis Dreyfus Natural Gas Holdings Corp. responsible for the conduct of L.D.E. Associates, L.L.C.) are jointly and severally liable for post-judgment interest on this sum at the rate of ten percent (10%) compounded annually from the date of Judgment until paid.

7. IT IS FURTHER ORDERED that Anatoly Sverdlin, in his individual capacity, have and recover pre-judgment interest from L.D.E. Associates, L.L.C.; Mark Swank; and Marvin Chudnoff, jointly and severally, from April 23, 1997, until January 24, 1999, at the legal rate of ten (10%) per cent, simple interest, in the amount of \$4,367,219.86 for the claim of fraud in connection with Anatoly Sverdlin's patents. Louis Dreyfus Natural Gas Holdings Corp. is also jointly and severally liable for this pre-judgment interest as a result of the jury's response to Question No. 52 finding Louis Dreyfus Natural Gas Holdings Corp. responsible for the conduct of L.D.E. Associates, L.L.C. Mark Swank; Marvin Chudnoff; L.D.E. Associates, L.L.C.; and Louis Dreyfus Natural Gas Holdings Corp. (as a result of the jury's response to Question No. 52 finding Louis Dreyfus Natural Gas Holdings Corp. responsible for the conduct of L.D.E. Associates, L.L.C.) are jointly and severally liable for post-judgment interest on this sum at the rate of ten percent (10%) compounded annually from the date of Judgment until paid.

8. IT IS FURTHER ORDERED that Anatoly Sverdlin, in his individual capacity, have and recover \$50,800,000.00 in exemplary damages against L.D.E. Associates, L.L.C. as a result of its fraud in connection with Anatoly Sverdlin's patents. Louis Dreyfus Natural Gas Holdings Corp. is jointly and severally liable for this sum as a result of the jury's response to Question No. 52 finding Louis Dreyfus Natural Gas Holdings Corp. responsible for the conduct of L.D.E. Associates, L.L.C. L.D.E. Associates, L.L.C. and Louis Dreyfus Natural Gas Holdings Corp. (as the result of the jury's response to Question No. 52 finding Louis Dreyfus Natural Gas Holdings Corp. responsible for the conduct of L.D.E. Associates, L.L.C.) are jointly

and severally liable for post-judgment interest on this sum at the rate of ten percent (10%) compounded annually from the date of Judgment until paid.


9. IT IS FURTHER ORDERED that Anatoly Sverdlin, in his individual capacity, have and recover \$50,800,000.00 in exemplary damages against Mark Swank as a result of his fraud in connection with Anatoly Sverdlin's patents. Mark Swank is liable for post-judgment interest on this sum at the rate of ten percent (10%) compounded annually from the date of Judgment until paid.

10. IT IS FURTHER ORDERED that Anatoly Sverdlin, in his individual capacity, have and recover \$50,800,000.00 in exemplary damages against Marvin Chudnoff as a result of his fraud in connection with Anatoly Sverdlin's patents. Marvin Chudnoff is liable for post-judgment interest on this sum at the rate of ten percent (10%) compounded annually from the date of Judgment until paid.

#### USURY

11. IT IS FURTHER ORDERED that based upon Anatoly Sverdlin's derivative claims, AMPS have and recover from Louis Dreyfus Natural Gas Holdings Corp., individually and as the party found to be responsible for the conduct of L.D.E. Associates, L.L.C. by the jury in response to Question No. 52; and from L.D.E. Associates, L.L.C., jointly and severally, the amount of \$72,840,000.00 said amount being the statutory penalty for the amount of usurious interest contracted for, charged, or received as a result of the usurious loan transaction with AMPS. Louis Dreyfus Natural Gas Holdings Corp. and L.D.E. Associates, L.L.C. are also jointly and severally liable for post-judgment interest on this sum at the rate of ten percent (10%) compounded annually from the date of Judgment until paid.

12. IT IS FURTHER ORDERED that the principal amount of the loan to AMPS reflected in the Loan Agreement dated as of September 20, 1996, of \$2,000,000.00, plus any and all interest, paid or unpaid, on said loan, is forfeited as a statutory penalty as a result of

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the usurious interest contracted for, charged or received being in excess of double the amount of interest allowed by law.

13. IT IS FURTHER ORDERED that based upon Anatoly Sverdlin's derivative claims, AMPS have and recover from Louis Dreyfus Natural Gas Holdings Corp. and from L.D.E. Associates, L.L.C., jointly and severally, statutory attorneys' fees fixed by the Court in the amount of \$1,000,000.00 as a result of their entering into a usurious loan transaction with AMPS. L.D.E. Associates, L.L.C. and Louis Dreyfus Natural Gas Holdings Corp. are jointly and severally liable for post-judgment interest on this sum at the rate of ten percent (10%) compounded annually from the date of Judgment until paid.

14. IT IS FURTHER ORDERED that this award of attorneys' fees is part of the judgment here rendered.

#### BREACH OF FIDUCIARY DUTY TO AMPS

15. IT IS FURTHER ORDERED that based upon Anatoly Sverdlin's derivative claims, AMPS have and recover actual damages from Mark Swank in the amount of \$5,000,000.00 as a result of Mark Swank's breach of fiduciary duty to AMPS. L.D.E. Associates, L.L.C. and Marvin Chudnoff are jointly and severally liable for this sum as a result of their conspiracy to breach a fiduciary duty to AMPS. Furthermore, Louis Dreyfus Natural Gas Holdings Corp. is also jointly and severally liable for this sum as a result of the jury's response to Question No. 52 finding Louis Dreyfus Natural Gas Holdings Corp. responsible for the conduct of L.D.E. Associates, L.L.C. Mark Swank; L.D.E. Associates, L.L.C.; Marvin Chudnoff; and Louis Dreyfus Natural Gas Holdings Corp. (as the result of the jury's response to Question No. 52 finding Louis Dreyfus Natural Gas Holdings Corp. responsible for the conduct of L.D.E. Associates) are jointly and severally liable for post-judgment interest on this sum at the rate of ten percent (10%) compounded annually from the date of Judgment until paid.

16. IT IS FURTHER ORDERED that based upon Anatoly Sverdlin's derivative claims, AMPS have and recover pre-judgment interest from Mark Swank from April 23, 1997, until

January 24, 1999, at the legal rate of ten (10%) per cent, simple interest, in the amount of \$878,082, for the actual damages on the claim against Mark Swank for breach of fiduciary duty to AMPS. L.D.E. Associates, L.L.C. and Marvin Chudnoff are jointly and severally liable for this sum as a result of their conspiracy to breach a fiduciary duty to AMPS. Furthermore, Louis Dreyfus Natural Gas Holdings Corp. is also jointly and severally liable for this sum as a result of the jury's response to Question No. 52 finding Louis Dreyfus Natural Gas Holdings Corp. responsible for the conduct of L.D.E. Associates, L.L.C. Mark Swank; L.D.E. Associates, L.L.C.; Marvin Chudnoff; and Louis Dreyfus Natural Gas Holdings Corp. (as the result of the jury's response to Question No. 52 finding Louis Dreyfus Natural Gas Holdings Corp. responsible for the conduct of L.D.E. Associates) are jointly and severally liable for post-judgment interest on this sum at the rate of ten percent (10%) compounded annually from the date of Judgment until paid.

17. IT IS FURTHER ORDERED that based upon Anatoly Sverdlin's derivative claims, AMPS have and recover \$10,000,000.00 in exemplary damages against Mark Swank as a result of Mark Swank's breach of fiduciary duty to AMPS. Mark Swank is liable for post-judgment interest on this sum at the rate of ten percent (10%) compounded annually from the date of Judgment until paid.

18. IT IS FURTHER ORDERED that based upon Anatoly Sverdlin's derivative claims, AMPS is entitled to actual damages from Jeffrey Sussman as a result of Jeffrey Sussman's breach of fiduciary duty to AMPS. L.D.E. Associates, L.L.C.; Mark Swank; and Marvin Chudnoff are jointly and severally liable for these damages as a result of their conspiracy to breach a fiduciary duty to AMPS. Furthermore, Louis Dreyfus Natural Gas Holdings Corp. is also jointly and severally liable for these damages as a result of the jury's response to Question No. 52 finding Louis Dreyfus Natural Gas Holdings Corp. responsible for the conduct of L.D.E. Associates, L.L.C.

19. IT IS FURTHER ORDERED that based upon Anatoly Sverdlin's derivative claims, AMPS have and recover \$10,000,000.00 in exemplary damages against Jeffrey Sussman as a result of Jeffrey Sussman's breach of fiduciary duty to AMPS. Jeffrey Sussman is liable for post-judgment interest on this sum at the rate of ten percent (10%) compounded annually from the date of Judgment until paid.

20. IT IS FURTHER ORDERED that based upon Anatoly Sverdlin's derivative claims, AMPS have and recover actual damages from Marvin Chudnoff in the amount of \$5,000,000.00 as a result of Marvin Chudnoff's breach of fiduciary duty to AMPS. L.D.E. Associates, L.L.C. and Mark Swank are jointly and severally liable for this sum as a result of their conspiracy to breach a fiduciary duty to AMPS. Furthermore, Louis Dreyfus Natural Gas Holdings Corp. is also jointly and severally liable for this sum as a result of the jury's response to Question No. 52 finding Louis Dreyfus Natural Gas Holdings Corp. responsible for the conduct of L.D.E. Associates, L.L.C. Mark Swank; L.D.E. Associates, L.L.C.; Marvin Chudnoff; and Louis Dreyfus Natural Gas Holdings Corp. (as the result of the jury's response to Question No. 52 finding Louis Dreyfus Natural Gas Holdings Corp. responsible for the conduct of L.D.E. Associates) are jointly and severally liable for post-judgment interest on this sum at the rate of ten percent (10%) compounded annually from the date of Judgment until paid.

21. IT IS FURTHER ORDERED that based upon Anatoly Sverdlin's derivative claims, AMPS have and recover pre-judgment interest from Marvin Chudnoff from April 23, 1997, until January 24, 1999, at the legal rate of ten (10%) per cent, simple interest, in the amount of \$878,082.00, for the claim for Marvin Chudnoff's breach of fiduciary duty to AMPS. L.D.E. Associates, L.L.C. and Mark Swank are jointly and severally liable for this sum as a result of their conspiracy to breach a fiduciary duty to AMPS. Furthermore, Louis Dreyfus Natural Gas Holdings Corp. is also jointly and severally liable for this sum as a result of the jury's response to Question No. 52 finding Louis Dreyfus Natural Gas Holdings Corp. responsible for the conduct of L.D.E. Associates, L.L.C. Mark Swank; L.D.E. Associates, L.L.C.; Marvin



Chudnoff; and Louis Dreyfus Natural Gas Holdings Corp. (as the result of the jury's response to Question No. 52 finding Louis Dreyfus Natural Gas Holdings Corp. responsible for the conduct of L.D.E. Associates, L.L.C.) are jointly and severally liable for post-judgment interest on this sum at the rate of ten percent (10%) compounded annually from the date of Judgment until paid.

22. IT IS FURTHER ORDERED that based upon Anatoly Sverdlin's derivative claims, AMPS have and recover \$10,000,000.00 in exemplary damages against Marvin Chudnoff as a result of Marvin Chudnoff's breach of fiduciary duty to AMPS. Marvin Chudnoff is liable for post-judgment interest on this sum at the rate of ten percent (10%) compounded annually from the date of Judgment until paid.

### DECLARATORY JUDGMENT

23. IT IS FURTHER ORDERED that after considering the evidence and arguments of counsel, the Court determines and declares that Anatoly Sverdlin is entitled to a declaratory judgment pursuant to Section 37 of the Uniform Declaratory Judgment Act that Anatoly Sverdlin owns one-hundred (100%) per cent of the stock of Automated Marine Propulsion Systems, Inc. unencumbered by any contractual rights of Defendants in connection with the September 1996 transactions.

24. IT IS FURTHER ORDERED that Anatoly Sverdlin, in his individual capacity, as a result of his declaratory judgment action, is entitled to recover from L.D.E. Associates, L.L.C.; Mark Swank; and James J. McCoy, Jr., jointly and severally, attorneys' fees for preparation and trial of this cause. Louis Dreyfus Natural Gas Holdings Corp. is also jointly and severally liable for this sum as a result of the jury's response to Question No. 52 finding Louis Dreyfus Natural Gas Holdings Corp. responsible for the conduct of L.D.E. Associates, L.L.C.

25. IT IS FURTHER ORDERED that this award of attorneys' fees is part of the judgment here rendered.

## SETTLEMENT CREDIT

26. Based on the settlement by Defendants Gardere Wynne Sewell & Riggs, L.L.P., and David Jungman, Defendants Louis Dreyfus Natural Gas Holdings Corp., L.D.E. Associates, L.L.C., Mark Swank, James J. McCoy, Jr., Jeffrey Sussman, and Marvin Chudnoff are entitled to a credit against the judgment. As a result of the application of this credit, no damages have been awarded in paragraphs numbers 1, 18, and 24, and the damages in paragraph number 6 have been reduced. The calculation and application of this credit are reflected in the Court's sealed Order of January 25, 1999.

## MISCELLANEOUS

27. IT IS FURTHER ORDERED that all costs of Court of the suit incurred against or by Louis Dreyfus Natural Gas Holdings Corp.; L.D.E. Associates, L.L.C.; Mark Swank; Jeffrey Sussman; Marvin Chudnoff; and James J. McCoy, Jr. are taxed jointly and severally against these Defendants in favor of Anatoly Sverdlin, individually and derivatively on behalf of Automated Marine Propulsion Systems, Inc.

28. IT IS FURTHER ORDERED that the Receiver's fees and expenses shall not be taxed against or recovered from Automated Marine Propulsion Systems, Inc. or Anatoly Sverdlin.

29. IT IS FURTHER ORDERED that the injunction issued by the Court on January 24, 1997 (as modified on March 24, 1997 and January 7, 1998) is vacated.

30. IT IS FURTHER ORDERED that L.D.E. Associates, L.L.C., Automated Marine Propulsion Systems, Inc., Mark Swank, and James J. McCoy, Jr. take nothing on their claims/counterclaims against Anatoly Sverdlin.

31. IT IS FURTHER ORDERED that the Receiver is discharged as of the date of the signing of this Judgment.

32. IT IS FURTHER ORDERED that all writs and processes for the enforcement and collection of this Judgment or the costs of Court may issue as necessary.

33. ALL OTHER RELIEF NOT EXPRESSLY GRANTED HEREIN IS DENIED.

SIGNED on this the 25 day of January, 1999.

  
JUDGE PRESIDING



STATE OF TEXAS  
COUNTY OF HARRIS

I, Charles Bacarisse, District Clerk of Harris County, Texas, do hereby certify that the foregoing data is a true and correct copy of the original record, now in my lawful custody and possession as appears of record in my office and on

- a) filed on COURT 25-99  
b) recorded on 02/01/99 in the Minutes of said Court  
c) abstracted from the original record by my lawful possession, electronically stored in digital form and pertaining to the case number or  
d) abstracted from the original record by my lawful possession, electronically stored in digital form pertaining to 84-31-1118 from TEXAS to the present date.

Witness my official hand and seal of office this

JAN 27 1999

CHARLES BACARISSE, DISTRICT CLERK  
Harris County, Texas

By [Signature] Deputy

A. TORRES  
PATENT