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Form PTO-159 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings



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

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Jelinger, CAH

2. Name and address of receiving party(ies) Name: Richard E. O'Rourke & Melane Ali

Internal Address:

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other Judgment

Street Address: 1327 Douglass Street

City: San Francisco State: CA Zip: 94131

Execution Date: 3/26/03

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)

B. Patent No.(s) 5,768,097

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Marshall & Melhorn, LLC

Internal Address: Stephen Evans

Street Address: Four SeaGate; 8th Floor

City: Toledo State: OH Zip: 43604

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41) \$ 40.00

Enclosed

Authorized to be charged to deposit account for over- or under-payment

8. Deposit account number:

13-1816

DO NOT USE THIS SPACE

9. Signature.

Stephen Evans

Name of Person Signing

Signature: Stephen Evans

7/11/03

Date

Total number of pages including cover sheet, attachments, and documents: 2

Mail documents to be recorded with required cover sheet information to: Commissioner of Patents & Trademarks, Box Assignments Washington, D.C. 20231

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PATENT REEL: 014277 FRAME: 0165

IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO
WESTERN DIVISION

RICHARD E. O'ROURKE and
MELANE ALI,

Plaintiffs,

vs.

UNITREND, INC., a Nevada corporation,
CONRAD A.H. JELINGER, ERIC V.
JELINGER, and DOUGLAS E. STALLINGS)

Defendants.

) CASE NO.: 3-01-07235-JGC

) JUDGE: JAMES G. CARR

) PARTIAL JUDGMENT ENFORCING

) SETTLEMENT AGREEMENT AND

) MUTUAL RELEASE DATED AS OF JULY

) 15, 2002; EXHIBIT "A"

**PARTIAL JUDGMENT ENFORCING SETTLEMENT AGREEMENT
AND MUTUAL RELEASE DATED AS OF JULY 15, 2002**

WHEREAS, Plaintiffs Richard E. O'Rourke and Melane Ali ("Plaintiffs") and Defendants Unitrend, Inc., Conrad A.H. Jelinger and Eric V. Jelinger (collectively "Settling Defendants") have executed that certain Settlement Agreement and Mutual Release dated as of July 15, 2002 (the "Agreement") (a true and correct copy of said Settlement Agreement and Mutual Release is attached hereto as Exhibit "A" and incorporated herein by this reference); and

WHEREAS, Defendant Douglas E. Stallings ("Defendant Stallings") has not executed the Agreement as of the date hereof; and

WHEREAS, payment by Settling Defendants under the Agreement was due on or before September 30, 2002; and

WHEREAS, by its Order entered November 4, 2002, the Court required payment in full of the unpaid balance of the agreed settlement amount of \$300,000.00, together with accrued

I hereby certify that this instrument,
document no. 89, filed on 3/26/03, is a true
and correct copy of the electronically filed original.

Attest: Geri M. Smith, Clerk

U.S District Court

Northern District of Ohio

By: Geri M. Smith
Deputy Clerk

PATENT

REEL: 014277 FRAME: 0166

interest at the rate of 10% per annum from October 1, 2002, be made by Settling Defendants within one week of receipt of funds from financing to be obtained by Settling Defendants, or on December 31, 2002, whichever occurred earlier; and

WHEREAS, under the Agreement, in exchange for payment of the agreed settlement amount, Plaintiffs agreed to deliver Stock Certificate Nos. 10160 and 10230 for a total of 375,000 shares of Unitrend, Inc. stock, duly endorsed by the Plaintiffs as owners of the stock represented by such Certificates; and

WHEREAS, the Agreement included other commitments, obligations and duties between the parties to the Agreement, including, without limitation, mutual releases and an agreement that following payment of the agreed settlement amount and delivery of the stock, the above-referenced case would be dismissed; and

WHEREAS, Settling Defendants did not pay the agreed settlement amount of \$300,000.00, plus accrued interest from October 1, 2002, or any part thereof, by December 31, 2002:

NOW THEREFORE, the Court hereby enters Judgment enforcing the Agreement as follows:

1. The Agreement is a binding and enforceable agreement between Plaintiffs and Settling Defendants, substituted for and extinguishing all claims by and between the Plaintiffs and Settling Defendants in the above-entitled matter.
2. The Court enters Judgment in favor of Plaintiffs and against Defendants Unitrend, Inc., Conrad A.H. Jelinger and Eric V. Jelinger, jointly and severally, in the amount of \$300,000.00, together with accrued interest at the rate of 10% per annum from October 1, 2002

to the date hereof, for a total Judgment of \$314,465.75.

3. Upon receipt of payment of the amount specified in Paragraph 2, including interest to the date of payment, Plaintiffs shall immediately deliver Stock Certificate Nos. 10160 and 10230 for a total of 375,000 shares of Unitrend, Inc. stock, duly endorsed by Plaintiffs as the owners of the stock represented by such Certificates, to counsel for Defendants, transferring all of Plaintiffs' right, title and interest in and to said stock.

4. The Court reserves jurisdiction to enforce this Judgment and to take such further action and afford such further relief as may be required should Plaintiffs fail to so deliver said Certificates after receiving said payment in full.

5. The Court reserves jurisdiction of Plaintiffs' claims against Defendant Stallings.

6. Following such payment and such delivery of the Certificates, the Mutual Releases provided in the Agreement shall be effective as between Plaintiffs and the Settling Defendants.

7. Following receipt of such payment, Plaintiffs shall file with the Court and serve on Defendants' counsel, a partial satisfaction of judgment reflecting satisfaction of Settling Defendants' obligation to pay Plaintiffs the agreed settlement amount plus accrued interest.

8. Following receipt of the Certificates, Settling Defendants shall file with the Court and serve on Plaintiffs' counsel, a partial satisfaction of judgment reflecting Plaintiffs' delivery of the Certificates.

9. Except as otherwise provided above in Paragraph 4, this Judgment addresses all claims of Plaintiffs against Settling Defendants in the above-entitled action. Plaintiffs' claims against Defendant Stallings remain outstanding, unless and until Defendant Stallings signs the

Agreement and the \$300,000.00, together with accrued interest at the rate of 10% per annum from October 1, 2002, has been paid in full to Plaintiffs.

10. Pursuant to Rule 54(b) of the Federal Rules of Civil Procedure, the Court expressly determines that there is not just reason for delay of judgment and expressly directs the entry of this Judgment forthwith.

DATED: Toledo, Ohio, March 26, 2003. s/ James G. Carr

James G. Carr
United States District Judge of the
above-entitled Court

Richard E. O'Rourke and Melane Ali v. Unitrend, Inc., et al., CASE NO.: 3-01-07235-JGC,
U.S. District Court, Northern District of Ohio; PARTIAL JUDGMENT ENFORCING

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement and Mutual Release ("Agreement") dated as of July 15, 2002, is made and entered into by and between Richard E. O'Rourke and Melane Ali, jointly and severally, (collectively "Plaintiffs") and Unitrend, Inc., a Nevada corporation, Conrad A.H. Jelinger, Eric V. Jelinger and Douglas E. Stallings, jointly and severally, (collectively "Defendants").

A. This Agreement relates to and finally resolves the litigation entitled Richard E. O'Rourke and Melane Ali vs. Unitrend, Inc., Conrad A.H. Jelinger, Eric Jelinger and Douglas E. Stallings, Case No.: 3:01CV7235, in the United States District Court for the Northern District of Ohio, Western Division (the "Lawsuit"), and any other claims the parties may have against each other:

B. The parties, recognizing the risks and expense in connection with litigation, desire to resolve their differences by settlement, for the consideration set forth in paragraph 1 below, and with each party otherwise bearing its own attorneys' fees and costs. Accordingly, the parties have negotiated and hereby enter into this Agreement to fully and finally resolve their differences and settle the Lawsuit, and any other claims they may have against each other.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and for valuable consideration as hereinafter provided, the parties to this Agreement agree as follows:

1. Consideration. Defendants shall pay to Plaintiffs \$300,000, in the form of a wire transfer or a certified or cashiers check payable to Smolenski & Wooddell, Attorneys for Richard E. O'Rourke and Melane Ali, on or before September 30, 2002, which will be deposited in the Smolenski & Wooddell Client Trust Account. Upon the receipt of such payment, (i) Plaintiffs' counsel shall deliver to Defendants' attorney in Honolulu, Unitrend, Inc. Stock Certificate Nos. 10160 and 10230 for a total of 375,000 shares of Unitrend, Inc. stock, duly endorsed by the Plaintiffs as the owners of the stock represented by such certificates, and (ii) the parties, through their attorneys, shall electronically file with the Court a stipulation of dismissal with prejudice of the Lawsuit in the form attached hereto as Exhibit A. Upon electronic verification by the Court of the filing of the stipulation dismissal and the entry of an order by the Court dismissing the Lawsuit, the funds may be released from the Smolenski & Wooddell Trust Account pursuant to the separate agreement between Plaintiffs and their attorney.

2. Mutual Release. Conditioned upon the timely performance of the consideration in paragraph 1 above, Plaintiffs and Defendants and each of them jointly and severally, hereby and finally and forever release each other and their respective officers, directors, shareholders, employees, agents, attorneys, heirs, personal representatives, successors and assigns from any and all claims of whatever kind and nature, whether at law or in equity, whether known or unknown, including, without

EXHIBIT A

limiting the generality of the foregoing, all claims relating directly or indirectly to the Lawsuit, Unitrend, Inc., or Server Systems Technology, Inc., including any and all claims which were or could have been alleged in the Lawsuit. It is understood and agreed that this release is a full and final release and will forever bar anyone claiming by, through or under any of the parties to this Agreement from asserting any claim released under the terms of this Agreement. Each party hereby represents that none of such claims have been assigned to any third party. The term "claims" includes all disputes, demands, controversies, or liabilities, rights, remedies, costs, expenses, attorneys' fees and damages of every kind and nature.

3. Counterparts. This Agreement, and any related settlement documents mentioned herein, may be executed in one or more counterparts and each executed copy shall constitute an original. Signed facsimile copies shall be sufficient for all actions taken pursuant to this Agreement, provided that original executed counterparts are mailed to the appropriate parties immediately thereafter, and that all parties then sign all of the executed counterparts.

4. No Representations. The parties agree that no promise or agreement not expressed in this Agreement has been made to them; and that no representation of act or opinion has been made by anyone to them, to induce this compromise, except as provided in this Agreement.

5. Entire Agreement. This Agreement and the documents and agreements specifically referenced herein contain the entire agreement between the parties.

6. Applicable Law. This Agreement and all documents relating to the settlement and enforcement hereof shall be governed by and construed in accordance with the laws of the State of Hawaii.

7. Amendments. This Agreement shall not be altered, amended, modified or otherwise changed in any respect or particular whatsoever, as to any party, except by a writing duly executed by an authorized representative of the parties to this Agreement, and each of the parties hereto acknowledges and agrees that it will make no claim at any time or place that this Agreement has been orally altered or modified in any respect whatsoever.

8. Headings. The headings included in this Settlement Agreement are for convenience only and do not in any way limit, alter or affect the matters contained in this Settlement Agreement or the paragraphs they encaption.

9. Related Parties. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, jointly and severally, and their respective predecessors in interest, affiliates, insurers, sureties, agents, partners, employees, shareholders, officers, directors, trustees, attorneys, heirs, personal representatives, successors and assigns.

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Richard O'Rourke

5-847-2783

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SMOLENSKI & WOODDELL

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10. ~~Counsel: No Party Deemed Draftsperson.~~ The parties agree that each is represented by counsel who has advised them concerning this Agreement, and that no party shall be deemed to be the draftsperson of this Agreement.

11. ~~Attorneys' Fees.~~ Each Party shall bear its own attorney's fees and costs relating to the Lawsuit and the claims released herein. In the event of a breach of this Agreement and/or any action brought to enforce this Agreement, the prevailing party(ies) shall be awarded their attorney's fees and costs.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date hereof.



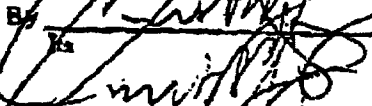
RICHARD E. O'ROURKE




MELANE ALI

"PLAINTIFFS"

UNITREND, INC., a Nevada corporation

By 

CONRAD A. H. JELDINGER



ERIC V. JELDINGER

DOUGLAS E. STALLINGS

"DEFENDANTS"