

Form PTO-1595 (Rev. 09/04)  
OMB No. 0651-0027 (exp. 6/30/2005)

U.S. Department of COMMERCE  
United States Patent and Trademark Office

### RECORDATION FORM COVER SHEET PATENTS ONLY

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

**1. Name of conveying party(ies)/Execution Date(s):**  
 Priya R. Misra  
 Execution Date(s) February 23, 2005 nunc pro tunc to January 5, 2005  
 Additional name of conveying party(ies) attached?  Yes  No

**2. Name and address of receiving party(ies)**  
 Name: Donna B. Misra  
 Internal Address: \_\_\_\_\_  
 Street Address: 2030 Cliffside Court, S.E.  
 City: Smyrna  
 State: Georgia  
 Country: USA Zip: 30080  
 Additional Name(s) & address(es) attached?  Yes  No

**3. Nature of conveyance:**

Assignment  Merger  
 Security Agreement  Change of Name  
 Government Interest Assignment  
 Executive Order 9424, Confirmatory License  
 Other Judgment

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

A. Patent Application No.(s)  
 B. Patent No.(s)  
6.571.420 B1  
 Additional numbers attached?  Yes  No

This document is being filed together with a new application.

**5. Name and address of party to whom correspondence concerning this document should be mailed:**  
 Name: Marne A. A. Holloway Kidd & Vaughan LLP  
 Internal Address: \_\_\_\_\_  
 Street Address: 191 Peachtree Street, Suite 3560  
 City: Atlanta  
 State: Georgia Zip: 30303-1757  
 Phone Number: 404-655-9550  
 Fax Number: 404-589-8580  
 Email Address: mholloway@kvlaw.com

**6. Total number of applications and patents involved:** 01

**7. Total fee (37 CFR 1.21(h) & 3.41)** \$ 40

Authorized to be charged by credit card  
 Authorized to be charged to deposit account  
 Enclosed  
 None required (government interest not affecting title)

**8. Payment Information**

a. Credit Card Last 4 Numbers 6007  
 Expiration Date 05/06

b. Deposit Account Number \_\_\_\_\_  
 Authorized User Name \_\_\_\_\_

**9. Signature:** Marne A. A. Holloway April 27, 2005  
 Marne A. A. Holloway Signature Date  
 Total number of pages including cover sheet, attachments, and documents 15

Documents to be recorded (including cover sheet) should be filed in (712) 395-9995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1480, Alexandria, VA. 22313-1480

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IN THE SUPERIOR COURT OF COBB COUNTY

STATE OF GEORGIA

COBB COUNTY, GA  
FILED IN OFFICE

05 FEB 23 AM 9:59

*J. C. Johnson*  
COBB SUPERIOR COURT CLERK

DONNA B. MISRA, )  
 )  
Plaintiff, )  
 )  
v. )  
 )  
PRIYA R. MISRA, )  
 )  
Defendant. )

CIVIL ACTION FILE  
NO. 02-01-0531942

FINAL JUDGMENT AND DECREE

The above-styled matter having come before the Court for a final bench trial on December 20, 2004 for the first day of the two-day trial, and concluding on January 5, 2005, on the second day of trial, and after hearing evidence, the arguments of counsel and after reviewing the exhibits, evidence and the pleadings of record, THE FOLLOWING IS HEREBY ORDERED, ADJUDGED AND DECREED:

FINDINGS OF FACT

The Court finds that the parties' marriage was a traditional marriage and that the marriage is irretrievably broken. The Court finds that, in addition to the Plaintiff, Mrs. Misra, raising the children, cleaning the house, taking care of the children, and putting dinner on table, Mrs. Misra worked for Mr. Misra's firm for approximately 20 years. The Court finds that Mrs. Misra received her teacher's certificate and is now

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teaching, making thirty-two thousand dollars (\$32,000.00) a year. The Court finds that the Defendant, Mr. Misra, shows a gross income for 2004 of Two Hundred Seventy Thousand Dollars (\$270,000.00). The Court finds there were many false statements in Mr. Misra's financial affidavit, including the primary false statement listing his gross monthly income as \$7,500.00 a month. The Court finds that that figure contradicts Defendant's Exhibit No. 18, which says that for the last ten years Mr. Misra has made \$155,000.00 a year.

This Court finds that the Defendant certainly has the ability to pay alimony. The Court finds that this a long term marriage and that the Defendant has a greater earning capacity and a greater future than the Plaintiff. The Court finds that Plaintiff did not pursue her career so Defendant could follow his career; in fact, the Plaintiff helped the Defendant with his career. The Court finds that the Plaintiff has stepped back into her career at this point and is making \$32,000.00 a year. If the Plaintiff had been working at her career for the last 35 years, she would have been retired by early retirement at this point, but she is not retired. Given all of that, and given her financial affidavit, and his financial affidavit, and balancing all the issues between them, this Court finds that an award of alimony is warranted in this case.

**IT IS HEREBY ORDERED AND DECREED BY THE COURT:**

It is the judgment of the Court that a total divorce be granted, that is to say, a divorce a vinculo matrimonii, between the parties to the above-styled case upon legal principles.

The marriage contract heretofore entered into between the parties to this case, from and after January 5, 2005, be and is set aside and dissolved as fully and effectually as if no such contract had ever been made or entered into.

Plaintiff and Defendant, in the future shall be held and considered as separate and distinct persons altogether unconnected by any nuptial union or civil contract whatsoever and both shall have the right to remarry.

**DIVISION OF PROPERTY**

As an equitable division of Marital Property, the Plaintiff, Donna Misra, is awarded the following:

1. The improved property located at 2030 Cliffside Court (the marital residence) and having the following legal description:

ALL THAT TRACT or parcel of land lying and being in Land Lot 672 of the 17<sup>th</sup> District, 2<sup>nd</sup> Section, Cobb County, Georgia, being Lot 57, Unit 3, Cedar Cliffs Subdivision, as per plat recorded at Plat Book 87, Cobb County, Georgia Records, which plat is incorporated herein by reference thereto. Being improved property.

and all contents located therein, including all jewelry, except for any items which belonged to The Misra Company, which are awarded to the Mr. Misra and will be returned to him. Mrs. Misra is solely responsible for any costs and expenses associated with 2030 Cliffside Court from January 1, 2005 forward;

2. All originals, and all copies, of any personal diaries, journals, or whatever document wherein Mrs. Misra has recorded her personal thought processes;

3. 1997 Toyota Avalon;

4. 2001 Toyota Forerunner;

5. A 50% interest in all of the Defendant, Mr. Misra's, interest in United States Patent No. 6,571,420 B1 (hereinafter "The Patent"). The Defendant, Mr. Misra, shall promptly sign all necessary paperwork to effect this transfer and he shall front any expenses that are necessary with regard to implementing The Patent. Any front-end expenses associated with implementing The Patent will be paid by Defendant, Mr. Misra, and these expenses will be deducted from any income made or earned from The Patent before any income is divided equally between the parties;

7. Regions Bank account number ending 1838 in the name of The Misra Company, with the Plaintiff Mrs. Misra as the signatory;

8. Regions Bank account number ending 7862 in the Plaintiff's name;

9. Wachovia Bank account number ending 7998 in the Plaintiff's name;

10. Wachovia Bank account number ending 3579 in the Plaintiff's name;

11. Regions Bank Certificate of Deposit account number ending 0808 in the Plaintiff's name;

12. Charles Schwab brokerage account number ending 9051 in the Plaintiff's name;

13. Guardian Whole Life Insurance Policy account number ending 0760 in the Defendant Priya Misra's name. The Plaintiff will be responsible for premiums owing from February 1, 2005 and forward;

14. Guardian Whole Life Insurance Policy account number ending 6861 in the Plaintiff's name. The Plaintiff will be responsible for premiums owing February 1, 2005 forward;

15. UBS Financial Simple IRA account number ending 5720 in the Defendant Priya Misra's name in a tax-free rollover;

16. UBS Financial Simple IRA account number ending 5620 in the Plaintiff's name;

17. UBS Financial Roth IRA account number ending 3963RW in the Plaintiff's name;

18. Fidelity SEP IRA account number ending 8836 in the Plaintiff's name;

19. Charles Schwab Contributory IRA account number ending 9288 in the Defendant Priya Misra's name in a tax-free rollover;

20. Charles Schwab Simplified SEP IRA account number ending 9283 in the Defendant Priya Misra's name in a tax-free rollover;

21. Charles Schwab Contributory IRA account number ending 9119 in the Plaintiff's name;

22. Charles Schwab Simple IRA ending in account number 6258 in the Plaintiff's name; and

23. The Guardian IRA/Annuity ending in account number 3931 in the Plaintiff's name.

As an equitable division of Marital Property, Defendant Priya Misra is awarded the following:

1. Wachovia Bank account number ending 2055 in the name of The Misra Company;

2. Any Wachovia Bank drafts written from account number ending 2055;

3. Wachovia Bank account number ending 7937 in the Defendant's name;

4. The Misra Company, including all of its assets and all its liabilities, except as otherwise expressly provided herein. The Defendant Priya Misra is ordered to indemnify and hold harmless the Plaintiff, Donna Misra, with regard to The Misra Company;

5. Bachmann India, including all of its assets and its liabilities. The Defendant is ordered to indemnify and hold harmless the Plaintiff Donna Misra with regard to Bachmann India;

6. The Defendant shall retain a 50% interest in his interest in The Patent. Additionally, the Defendant is responsible for funding any and all expenses associated with implementing The Patent, but he will be reimbursed one-half of his share of those reasonable expenses at a time any income is paid to the parties;

7. Continental Brokerage account number ending 6645 in the Defendant's name;

8. G. E. First Colony term life insurance policy in the Defendant's name. The Defendant is responsible for all premiums associated with this policy;

9. UBS Financial Roth IRA account number ending 3964RW in the Defendant's name;

10. Fidelity SEP IRA account number ending 7435 in the Defendant's name;

11. Charles Schwab Simple IRA account number ending 6257 in the Defendant's name;

12. Guardian IRA/Annuity account number ending 3930 in the Defendant's name;



13. The Guardian Profit Sharing Plan account number ending 8472 which belongs to The Misra Company, stays with the corporation and therefore is awarded to the Defendant;

14. The improved property located at 1894 Creat Trail and having the following legal description:

All that tract or parcel of land lying and being in Land Lot 670 and 671 of the 17<sup>th</sup> District, 2<sup>nd</sup> Section Cobb County Georgia and being Lot 11, Block O, Campbellwood, Subdivision Unit 1 as per plat thereof recorded in Plat Book 27, Page 129, revised in plat book 38, Page 46, Cobb County Records and being more particularly shown on a plat of survey prepared by Thomas M. Ginn, Sr. R. S. dated May 8, 1974 and being more particularly described as follows:

BEGINNING, at an iron pin located on the southerly right of way of Creat Trail, said iron pin being located 190.0 feet west of a point formed by the intersection of the southerly right of way of Creat Trail and the westerly right of way of Creatwood Trail; thence running south 0 degrees 39 minutes 20 seconds west a distance of 205.50 feet to an iron pin; thence running north 65 degrees 35 minutes 41 seconds west a distance of 129.30 feet to an iron pin; thence running north 10 degrees 35 minutes 44 seconds east a distance of 160.50 feet to an iron pin located on the southerly right of way of Creat Trail; thence running in a easterly direction along the southerly right of way of Creat Trail a distance of 90.0 feet to an iron pin AND THE POINT OF BEGINNING, and being improved property known as 1894 Creat Trail according to present system of numbering in the city of Smyrna, Cobb County Georgia.

and all contents located therein, except for any and all originals, and all copies, of any personal diaries, journals, and other documents wherein the Plaintiff, Mrs. Misra, recorded her personal thought processes; and

15. 1994 Mercedes E 320.

#### DIVISION OF DEBT

Except as otherwise expressly provided herein, each party will pay his or her own debts and be responsible for his or her own debts and indemnify and hold the other harmless for any such debts.

#### ALIMONY

The Plaintiff is hereby awarded \$5,000.00 a month alimony for 36 months. The monthly alimony will start February 1, 2005 and will be payable for 36 consecutive months. After the thirty-sixth payment of \$5,000.00, the alimony will then reduce to \$4,000.00 a month and will be payable for the next 24 consecutive months. After the twenty-fourth payment of \$4,000.00, the alimony will then reduce to \$2,500.00 a month, and will be payable until Mrs. Misra's death or remarriage, whichever first occurs. It is anticipated that Plaintiff in the future will become eligible to receive social security benefits from the Social Security Administration. Plaintiff's monthly alimony shall be reduced, and Defendant shall receive credit, from only that amount of social security benefits which Plaintiff is

entitled to receive as a divorced wife of Defendant and which is attributable to an entitlement of Wife based on Husband's primary insurance amount between the parties pursuant to 42 U.S. Code Annotated §502(b)(1)(j). These alimony payments will be tax deductible by the Defendant Mr. Misra and they will be taxable to Plaintiff Mrs. Misra.

#### 2004 TAX RETURNS

If the parties so agree, they may file joint returns for 2004. If they both agree to file joint returns in 2004, Mr. Misra will be responsible for, and he shall pay all amounts, that are due for state and federal income taxes and if there are tax refunds from those joint 2004 tax returns, then the parties will divide said refunds equally between the parties.

#### THE MISRA COMPANY 2004 TAXES

The Defendant Mr. Misra is ordered to pay all outstanding income tax obligations owed by The Misra Company for 2004 which have not yet been paid and to indemnify and hold Donna Misra harmless thereon.

#### ATTORNEY FEES

The Court, with the consent of the parties, took evidence and heard oral argument on this issue immediately upon the conclusion of the trial of the case, and after the Court had it rendered its Final Judgment and Decree of Divorce. This Court,

after hearing arguments and evidence submitted by counsel, hereby  
Orders, Adjudges and Decrees as follows:

It is the judgment of the Court that an award of attorney fees is appropriate in this case. The Court hereby awards to Plaintiff Thirty-five Thousand Dollars (\$35,000.00) in attorneys' fees payable by Defendant. The Thirty-five Thousand Dollars (\$35,000.00) will be paid to the Plaintiff on or before six months from the date of entry of the Final Judgment and Decree of Divorce in this case.

Decree entered this 23 day of February, 2005, nunc pro tunc to January 5, 2005.

  
THE HONORABLE ADELE GRUBBS  
JUDGE, COBB COUNTY SUPERIOR COURT

PRESENTED BY:

KIDD & VAUGHAN LLP

By:   
Tina Shadix Roddenbery  
Georgia Bar No. 637057

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ATTORNEYS FOR PLAINTIFF  
DONNA B. MISRA

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