

04-25-2005

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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)**

TNT MARINE EQUIPMENT, L.C. f/k/a MAO, L.C.

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

**3. Nature of conveyance/Execution Date(s):**

Execution Date(s) 4/18/2005 nunc pro tunc 6/16/04

- ☐ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Joint Research Agreement  
☐ Government Interest Assignment  
☐ Executive Order 9424, Confirmatory License  
☒ Other CERTIFIED COURT ORDER

**2. Name and address of receiving party(ies)**

Name: ANTHONY P. SCHMIDT, JR.

Internal Address: \_\_\_\_\_

Street Address: 1434 AUTUMN TRAIL

City: WEST BRANCH

State: MICHIGAN

Country: \_\_\_\_\_ Zip: 48661

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

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

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

6,047,659

Additional numbers attached? ☐ Yes ☒ No

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

Name: RICHARD S. ROSS, ESQ.

Internal Address: \_\_\_\_\_

Street Address: 4801 SOUTH UNIVERSITY DRIVE

SUITE 303

City: FT. LAUDERDALE

State: FLORIDA Zip: 33328

Phone Number: 954/252-9110

Fax Number: 954/252-9192

Email Address: \_\_\_\_\_

**6. Total number of applications and patents involved: 1**

**7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00**

- ☐ 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 \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

[Signature]  
Signature

APRIL 19, 2005

Date

RICHARD ROSS  
Name of Person Signing

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

14

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

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PATENT  
REEL: 016470 FRAME: 0899

IN THE CIRCUIT COURT OF THE 17TH JUDICIAL CIRCUIT OF FLORIDA  
IN AND FOR BROWARD COUNTY

TNT MARINE EQUIPMENT, L.C., f/ s/a  
MAO, L.C.,  
Plaintiff,

Case No. CACE 00-011531 (13)

vs.

APS HOLDINGS INTERNATIONAL, INC.  
f/k/a TNT MARINE EQUIPMENT, INC., a  
Florida corporation; ANTHONY P. SCHMIDT,  
JR., individually; and JOHN G. BRADLEY III  
a/k/a JACK BRADLEY, Individually and as  
Trustee of the John Garrett Bradley II Amended  
and Restated Revocable Living Trust.  
Defendants.

ANTHONY P. SCHMIDT, JR.,  
Counterplaintiff/Third Party Plaintiff,

vs.

TNT MARINE EQUIPMENT, L.C., f/k/a  
MAO, L.C.  
Counterdefendant

and  
AMERICAN BANK, N.A.,  
a national banking association,  
Third Party Defendant.

**AMENDED FINAL JUDGMENT APPROVING SETTLEMENT, DISMISSING  
ACTION WITH PREJUDICE AND WITHOUT ATTORNEY'S FEES AND COSTS,  
RESERVING JURISDICTION REGARDING SETTLEMENT DISPUTES**

THIS CAUSE came before the Court on Counterplaintiff ANTHONY P. SCHMIDT, JR.'S Motion To Correct Final Judgment Approving Settlement, Etc. So As To Properly Vest Title To Patents In Counterplaintiff Pursuant To Settlement Agreement, and on the parties' Settlement Agreement (the "Settlement Agreement"), a copy of which is attached hereto, and the provisions therein for entry of this Final Judgment, and the Court having considered the record and being otherwise fully advised, it is hereby

ORDERED AND ADJUDGED:

1. The Settlement Agreement is incorporated herein, and attached hereto as Exhibit A.

2. By this Amended Final Judgment nunc pro tunc of the Final Judgment dated June 16, 2004, the Court does judicially confer that the "PATENTS" collectively identified in the Settlement Agreement attached to said Final Judgment, including but not limited to United States Patent Application Serial No. 08/960,589, which has been issued as United States Patent No. 6,047,659 (collectively "Patent"), are assigned and transferred unto Anthony Schmidt, a, k/a Anthony P. Schmidt, Jr., including the entire right, title and interest in and to the said Patent; the same to be held and enjoyed by him for his own use and entitlement, and or his legal representatives and assigns, to the full end of the term for which said Patent is granted, including the right to sue for past infringements.

3. The Court reserves jurisdiction with respect to all disputes arising under or related to the Settlement Agreement, including but not limited to interpretation and enforcement.

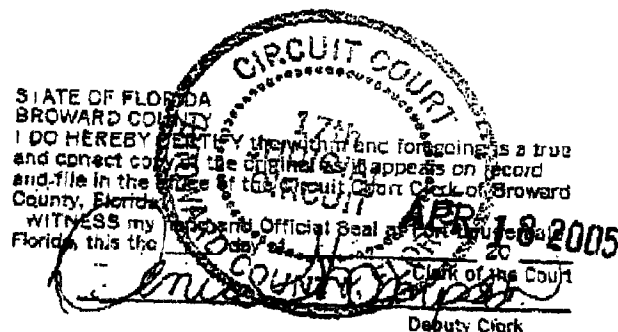
DONE AND ORDERED at Broward County, Florida, this 18th day of April, 2005,  
nunc pro tunc June 16, 2004.

Leroy H. Moore  
Circuit Judge

**Copies furnished:**

Plaintiff/Counterdefendant TNT Marine Equipment, L.C.  
PHILLIP M. PLANT, ESQ., as Attorney in Fact for  
Michael O'Connor, individually and as President,  
Owner and Shareholder of  
c/o WELDER, LESHIN & MAHAFFY, LLP  
Suite 300, North Tower  
800 North Shoreline Boulevard  
Corpus Christi, Texas 78401  
(361) 561-8000 (Telephone)  
(361) 561-8001 (Fax)

JEFFREY M. WEISSMAN, ESQ.  
Florida Bar No. 241520  
WEISSMAN, DERVISHI, BORGO &  
NORLUND, P.A.  
Emerald Lake Corporate Park



3109 Stirling Road, Suite 101  
Fort Lauderdale, FL 33312-6558  
(954) 981-7400 (Telephone)  
(954) 989-8068 (Fax)  
Co-Counsel for Defendant APS INTERNATIONAL HOLDINGS, INC.  
f/k/a TNT Marine Equipment, Inc., and Defendant-Counterplaintiff -  
Third Party Plaintiff ANTHONY P. SCHMIDT, JR.

PHILIP J. GOUZE, ESQ.  
Florida Bar No. 192380  
PHILIP J. GOUZE, P.A.  
500 S.E. 6 Street, Suite 100  
Fort Lauderdale, FL 33301-3421  
(954) 463-2995 (Telephone)  
(954) 779-1767 (Fax)  
Co-Counsel for Defendant APS INTERNATIONAL HOLDINGS, INC.  
f/k/a TNT Marine Equipment, Inc., and Defendant-Counterplaintiff -  
Third Party Plaintiff ANTHONY P. SCHMIDT, JR.

JACK F. WEINS, ESQ.  
Florida Bar No. 106360  
ABRAMS, ANTON, P.A.  
One Boca Place, Suite 411-E  
2255 Glades Road  
Boca Raton, FL 33431-7383  
(954) 921-5500 ext. 503 (Telephone)  
(561) 997-8494 (Fax)  
Attorneys for Third Party Defendant, AMERICAN BANK, N.A.

JAY M. GAMBERG, ESQ.  
Florida Bar No. 178235  
Presidential Circle-4000 Hollywood Boulevard  
Suite 350 North Tower  
Hollywood, FL 33021-6752  
(954) 981-4411 (Telephone)  
(954) 966-6259 (Fax)  
Attorney for DONALD KAPLAN, As Assignee  
For the benefit of Creditors of TNT MARINE EQUIPMENT, L.C.

MICHAEL O'CONNOR, JR.  
530 S.W. 11 Avenue  
Fort Lauderdale, FL 33317

DICK ULRICH  
c/o Law Offices of Peter Price  
901 South State Road 7, Suite 360  
Hollywood, FL 33023

IN THE CIRCUIT COURT OF THE 17<sup>TH</sup>  
JUDICIAL CIRCUIT IN AND FOR  
BROWARD COUNTY, FLORIDA

TNT MARINE EQUIPMENT, L.C.

Plaintiff,

VS.

APS HOLDINGS INTERNATIONAL,  
INC., F/K/A TNT MARINE EQUIP-  
MENT, INC., a Florida corporation,  
ANTHONY P. SCHMIDT, JR.,  
Individually, JOHN G. BRADLEY III  
A/K/A JACK BRADLEY, Individually  
and as Trustee of the JOHN  
GARRETT BRADLEY III AMENDED  
and RESTATED REVOCABLE LIVING  
TRUST,

Defendants

VS.

AMERICAN BANK, N.A.,

Counter-Defendant

CASE NO. 00-011531 (07)

**SETTLEMENT AGREEMENT**

THE PARTIES to the above styled litigation stipulate and agree to the settlement of the case on the following terms and conditions:

1. By execution of this Settlement Agreement each of the parties hereto release each of the other parties and forever discharges the other parties of and from all actions, causes of action, suits, claims and demands whatsoever, in law or equity, whether asserted in this case or not, known or unknown, which each party ever had, now has or hereafter can, shall or may have against each of the other

Ex A

SETTLEMENT AGREEMENT IN CIRCUIT  
COURT OF THE 17<sup>TH</sup> JUDICIAL CIRCUIT,  
BROWARD COUNTY, FLORIDA,  
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etc., et al.,  
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parties except for any claims which may arise in connection with the enforcement of this Settlement Agreement.

2. The parties hereto agree to execute such documents as maybe reasonably necessary so that ANTHONY SCHMIDT, or his nominee ("SCHMIDT"), shall have clear title free and clear of all liens or claims of any of the parties hereto to the following described patents, including all renewals or extensions thereof (the "PATENTS"):

- (a) United States Patent Application Serial No. 08/960,589;
- (b) European Patent Application Serial No. 96912549.1-2312;
- (c) Canadian Patent Application Serial No. 2,220,338;
- (d) United States Patent No. 5,884,885, issued March 23, 1999;
- (e) United States Patent No. 5,544,606, issued August 13, 1996;
- (f) United States Patent No. 4,878,450, issued November 7, 1989; and
- (g) United States Trademark Application Serial No. 736,380.

3. (a) American Bank, N.A. has a perfected security interest in the following described collateral of TNT Marine Equipment, L.C. and it has previously conveyed the collateral to Michael O'Connor, Jr., individually ("O'CONNOR"):

- (1) All of TNT's accounts receivable now or hereafter owing to TNT;
- (2) all furniture, fixtures, equipment and goods now owned by TNT;

SETTLEMENT AGREEMENT IN CIRCUIT  
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(3) all contract rights, work in progress and general intangibles now owned or hereafter acquired by TNT; and

(4) all proceeds of the foregoing (the "NON-PATENT ASSETS").

(b) O'CONNOR agrees to execute a Bill of Sale to Dick Ulrich or his nominee ("ULRICH") to the NON-PATENT ASSETS and to the name TNT MARINE EQUIPMENT, L.C., with the conveyance of such assets to be "as-is". Further, O'CONNOR agrees to provide to ULRICH the original title certificate or a duplicate title certificate to that certain 1987 Yamaha Series 700 Wave Runner, Vehicle Identification #YAMA1442G697, Florida Registration #FL9556KN. The parties hereto agree to execute such documents as may be reasonably necessary to result in ULRICH having clear title free and clear of all liens and claims of any of the parties hereto to the NON-PATENT ASSETS, the referenced Yamaha Wave Runner, and the name TNT MARINE EQUIPMENT, L.C.

4. In the event that KAPLAN, O'CONNOR and/or ULRICH decline to execute this Settlement Agreement for any reason and all parties other than KAPLAN, O'CONNOR and ULRICH do execute the Settlement Agreement, the signing parties agree that:

(1) This Settlement Agreement shall nonetheless be binding, valid and enforceable against the parties that do sign:

SETTLEMENT AGREEMENT IN CIRCUIT  
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(2) The signing parties shall execute appropriate documents to authorize and permit SCHMIDT to take any and all appropriate action at his expense to cause KAPLAN to execute any and all documents for KAPLAN to confirm the ownership of the PATENTS free and clear from any past or present claims or liens of KAPLAN.

5. The parties hereto agree to the dismissal, with prejudice, of this action with all parties to bear their own costs, expenses and attorneys' fees, provided, however, the Court shall retain jurisdiction for the purpose of enforcing the terms of this Settlement Agreement.

6. In connection with any Motion or other proceeding brought to enforce the terms and provisions of this Settlement Agreement, the prevailing party shall be entitled to recover their reasonable attorneys' fees, costs and expenses.

7. The persons executing this Settlement Agreement represent that they have actual and express authority to execute the Settlement Agreement on behalf of the parties on whose behalf they have signed.

8. Any and all disputes arising under or related to this Settlement Agreement shall be submitted to the exclusive jurisdiction of the Circuit Court of the 17th Judicial Circuit in and for Broward County, Florida, and the parties hereto submit to the jurisdiction of such Court for all such disputes.



SETTLEMENT AGREEMENT IN CIRCUIT  
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9. This Settlement Agreement may be executed in counterparts by the various parties hereto.

Signature of Plaintiff/Counterdefendant  
TNT MARINE EQUIPMENT, L.C.:

PHILLIP M. PLANT, as Attorney in  
Fact for Michael O'Connor, individually  
and as President, Owner and  
Shareholder of  
TNT MARINE EQUIPMENT, L.C.  
in care of:  
Weider, Leshin & Mahaffey, LLP.  
Suite 300, North Tower  
800 N. Shoreline Blvd.  
Corpus Christi, Texas 78401

BY:   
PHILLIP M. PLANT, ESQUIRE

DATED: May 5, 2004

SETTLEMENT AGREEMENT IN CIRCUIT  
COURT OF THE 17<sup>TH</sup> JUDICIAL CIRCUIT,  
BROWARD COUNTY, FLORIDA,  
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Signatures of Defendants/Counterplaintiff  
Anthony P. Schmidt, Jr., Individually, and  
APS Holdings International, Inc. f/k/a  
TNT Marine Equipment, Inc., a Florida Corporation:

Philip J. Gouze, Esq.  
Philip J. Gouze, P.A.  
Florida Bar No. 192380  
500 S.E. 6th Street, Suite 100  
Fort Lauderdale, FL 33301  
(954) 463-2995 (Telephone)  
(954) 779-1767 (FAX)

and

JEFFREY M. WEISSMAN, ESQ.  
Florida Bar No. 241520  
Weissman, Dervishi, Borgo  
& Nordlund, P.A.  
Emerald Lake Corporate Park  
3109 Stirling Road, Suite 101  
Ft. Lauderdale, FL 33312-6558  
Attorneys for Anthony P. Schmidt, Jr.,  
Individually, and APS Holdings  
International, Inc. f/k/a  
TNT Marine Equipment, Inc.,  
a Florida Corporation and

  
Anthony P. Schmidt, Jr., Individually

DATED: 1/22/04

APS Holdings International, Inc.,  
f/k/a TNT Marine Equipment, Inc.

By   
Anthony P. Schmidt, Jr., President

DATED: 1/22/04

BY: 

JEFFREY M. WEISSMAN, ESQ.

DATED: 1/22/04

SETTLEMENT AGREEMENT IN CIRCUIT  
COURT OF THE 17<sup>TH</sup> JUDICIAL CIRCUIT,  
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etc., et al.,  
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Signature on behalf of Counterdefendant  
AMERICAN BANK, N.A.:

JACK F. WEINS, ESQUIRE  
Florida Bar No. 106360  
ABRAMS ANTON P.A.  
One Boca Place, #411-E  
2255 Glades Road  
Boca Raton, FL 33431

Attorneys for American Bank, N.A.

BY: *Jack F. Weins*  
JACK F. WEINS, ESQUIRE

DATED: May 11, 2004

AMERICAN BANK, N.A.

BY: *James M. Kelly*  
General Counsel

DATED: 4-28-04

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Signature of Michael O'Connor, Jr., Individually:



Michael O'Connor, Jr., individually  
Address: 530 S.W. 11th Avenue  
Fort Lauderdale, FL 33317

DATED: 5/6/04

- Signature of Dick Ulrich, individually:



Dick Ulrich, individually  
Address: Law Offices of Peter Price  
901 S. State Road 7, Suite 360  
Hollywood, FL 33023

DATED: 4-14-04

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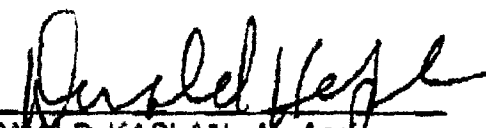
SETTLEMENT AGREEMENT IN CIRCUIT  
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Signature on behalf of Donald Kaplan,  
As Assignee of TNT Marine Equipment, L.C.:

JAY M. GAMBERG, ESQUIRE  
Florida Bar No. 178235  
GAMBERG & ABRAMS  
4000 Hollywood Boulevard  
Suite 350, North Tower  
Hollywood, FL 33021  
Attorneys for Donald Kaplan, Assignee  
for the benefit of Creditors of TNT  
Marine Equipment, L.C.

BY: ~~\_\_\_\_\_  
\* JAY GAMBERG, ESQUIRE~~

DATED: 5/26/04

  
\* DONALD KAPLAN, AS Assignee  
for the benefit of Creditors of TNT  
Marine Equipment, L.C.

DATED: \_\_\_\_\_

\*Execution of this document by Assignee  
and Assignee's counsel is subject to the  
Exhibit "A" annexed hereto.

## EXHIBIT "A"

Donald Kaplan, as Assignee and Jay M. Gamberg, as counsel to the Assignee, have executed this Settlement Agreement subject to the terms as set forth hereafter.

Donald Kaplan was the Assignee for the Benefit of Creditors of TNT Marine Equipment, L.C., a case which was filed in the Circuit Court, Broward County on September 12, 2001 under Case No. 01-15734-CACE-03. Donald Kaplan was thereafter discharged as Assignee on September 9, 2003, pursuant to Court Order, a copy of which is annexed hereto as Exhibit 1.

All of the remaining assets of TNT Marine Equipment, L.C. were surrendered back to the secured creditors, Anthony P. Schmidt, individually, APS Holding International Inc. and American Bank, N.A., the parties who have litigated and are entering into this settlement. Donald Kaplan no longer has any interest in those assets abandoned to the secured creditors and as an accommodation and at the request of those litigating creditors, has executed this settlement to the extent any rights he may have held, are affected by such settlement.