

Form PTO-1595 (Rev. 07/05)  
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)**

Charles Kormanik

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

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

Execution Date(s) April 15, 1997

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

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

Name: Peter K. Trzyna

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

Street Address: P.O. Box 7131

City: Chicago

State: Illinois

Country: USA Zip: 60601

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)

08/802,472

B. Patent No.(s)

5695055

Additional numbers attached? ☐ Yes ☒ No

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

Name: Peter K. Trzyna, Esq.

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

Street Address: P.O. Box 7131

City: Chicago

State: Illinois Zip: 60601

Phone Number: (312) 240-0824

Fax Number: (312) 240-0825

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

**6. Total number of applications and patents involved: 2**

**7. Total fee (37 CFR 1.21(h) & 3.41) \$ 80.00**

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

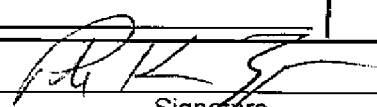
**8. Payment Information**

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number 50-0235

Authorized User Name Peter K. Trzyna, Esq.

**9. Signature:**

  
Signature

July 17, 2006

Date

Peter K. Trzyna, Esq.  
Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 9

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

CH \$80.00 500235 08802472

**Peter K. Trzyna, Esq.**

195 North Harbor Dr. # 5403  
Chicago, Illinois 60601-7540

Post Office Box 7131  
Chicago, Illinois 60680-7131

Telephone: (312) 240-0824  
Facsimile: (312) 240-0825  
E-mail: pktlaw@msn.com

July 17, 2006

**Via: Facsimile**

Mr. Charles Kormanik, Jr.  
3531 Niles Road  
St. Joseph, MI 49085

**Re: Routine Billing**

Dear Charlie:

My bill from April 20, 2006 to July 1, 2006, is set out below.

**Services**

None

**Services Total:** 0.0 hrs.

**Total Time:** 0 hrs. X \$500 = \$0.00

**Expenses**

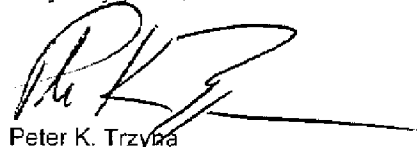
None

**TOTAL DUE**

\$0.00	Services
\$23,616.59	Outstanding Balance
\$2,125.50	Interest on Outstanding Balance: January - July 1, 2006
<u>\$0.00</u>	Expenses
<b>\$25,742.09</b>	<b>Total Now Due</b>

Please call me if you have any questions, and thank you in advance for the payment.

Very truly yours,



Peter K. Trzyna

Mr. Charles Kormanik, Jr.

7/17/2006

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**PATENT**  
**REEL: 017946 FRAME: 0411**

**Peter K. Trzyna, Esq.**

195 North Harbor Dr. # 4803  
Chicago, Illinois 60601

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E-mail: pktlaw@msn.com

March 18, 1997

Mr. Charles Kormaik, Jr.  
60 Attridge  
Lake Forest, Illinois 60045

Re: Letter of Engagement

Dear Charlie:

Thank you for asking me to continue to represent you in certain legal matters, and I look forward to an enduring and satisfying relationship over the course of the representation.

While documenting the terms and conditions of the engagement may seem unduly commercial, my hope is that it will actually help develop and maintain a good relationship by reducing the chance of a misunderstanding. Therefore, this Letter of Engagement documents our agreement concerning the fees, costs, and mutual responsibilities of the representation.

1. Services To Be Provided

My services will be provided to you doing business as Decision Point (hereinafter, the "Client" or "you") and will include representation and advice with respect to legal matters, particularly matters involving patent and other intellectual property matter issues. I warrant that I am a member of the Illinois, New York, Washington DC, and Patent bars; that I have not been charged with any crime or been the subject of any ethics proceeding; that I have engaged in no activity that would reflect badly on the Client's reputation; and that if such were to change, I would immediately provide notice thereof. In every respect, I will be truthful with the Client, cooperate in this representation, and strictly abide by all codes of ethics that may apply.

2. Disbursements

There will be no reimbursement of costs or disbursements incurred for long distance telephone calls, courier and messenger services, secretarial or word processing services, internal reproduction, computer research, or facsimiles, unless a particular amount is so extraordinary that it is relatively significant for such a cost or disbursement. Reimbursement of actual costs or disbursements will be provided for filing fees such as those for the U.S. Patent and Trademark Office or a court, travel expenses (including transportation, meals, lodging and all other costs of any necessary out-of-town travel, unless otherwise agreed), and fees paid to consultants or experts (e.g., a foreign counsel, witness, draftsman, court reporter or deposition reporter, patent searcher, etc.) and the like. From time to time I may have an advance payment made for an unusually expensive item, and I may have a payment made directly to the supplier of goods or services used to carry out the representation. I may change this policy for reimbursement of actual costs and disbursements by providing advance notice in writing.

March 18, 1997  
Charles Kormanik, Jr.  
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3. Fees To Be Paid For Services Provided

Under the usual representation, as compensation for the services provided, payment shall be a reasonable fee, which will be determined by multiplying the number of hours spent working on the representation by my regular and customary billing rate of \$250 per hour for non-litigation matters, and \$350 per hour for litigation matters, including expert testimony. The time is charged in increments of 1/10 of an hour (i.e., 6-minute units). I will charge for waiting time in court or the U.S. Patent and Trademark Office and elsewhere and for travel time. I may change my hourly rate by providing advance notice in writing. I may change my hourly rate by providing advance notice in writing.

Any other fee arrangements, such as a partial contingency fee or a "project completed" basis, shall be agreed upon in writing.

For your convenience, I may from time to time furnish estimates of the amount of fees and/or reimbursable costs anticipated with respect to services to be provided; but such estimates are by their nature inexact and cannot be binding on either of us unless the agreed estimate is written to be binding.

4. Manner of Billing and Payment

Statements shall be provided at such intervals as I deem appropriate (usually monthly, if the fees or reimbursable costs are significant). In any case, each of the matters that I handle in the representation will be assigned a distinct matter number, and all fees and costs for reimbursement with respect to these matters will be separately indicated on the statements.

If any retainer is provided prior to commencement of the services or incurring of reimbursable costs, the retainer will be deemed mine outright with a credit being applied against future fees and costs, until the credit is exhausted in the normal course of the representation, as described above. If my services are terminated (see below), I will send a final statement and refund any remainder.

As you know, a part of the cost of doing business is the cost of funds. With respect to each statement, unless I am notified in writing of any disagreement regarding the statement within 14 days of receiving such statement, the statement shall be deemed acceptable. Therefore, it is expected that a statement will be paid within 28 days after it is received, unless we have made other arrangements in advance. Statements remaining unpaid after 30 days will bear interest at the lesser of 12% per annum or the maximum rate permitted by law.

5. Responsibility of Client

It will be the Client's responsibility to be truthful with me, to cooperate fully in the representation by, among other things, providing relevant information and making relevant people available for consultation, interviews and the like, to keep me informed of developments, to keep me advised of the Client's address and telephone number. The Client warrants that the Client (or its officers and board members) have not been convicted of any crime and have engaged in no activity that would reflect badly on my reputation, and that if such were to change, that I would immediately be notified.

6. Arbitration of Disputes

If a disagreement concerning a fee or cost occurs, we agree to first attempt to resolve such a disagreement through amicable discussion. If the disagreement cannot be resolved in this manner, it is agreed that the disagreement will be resolved through binding arbitration rather than by legal action and the courts. To that end, we agree to submit any dispute under this Letter of Engagement or the representation to the Committee on Voluntary Fee Arbitration of the Illinois State Bar Association. We also agree that it is reasonable for the prevailing party in such arbitration or any related court proceeding to be awarded its reasonable costs and attorneys' fees incurred in connection with the dispute. Any

March 18, 1997  
Charles Kormanik, Jr.  
Page 3

arbitration award will be binding and enforceable first by a suitable Illinois State Court in Chicago, Illinois, and failing that, the United States District Court located there.

7. Custody of Documents, Money, etc.

Unless special arrangements are made, I will not accept custody of marketable documents, securities, money (all forms of currency) or other tradable assets from the Client or on behalf of the Client.

8. Termination of Services

The Client, of course, has the right at any time to terminate my representation upon written notice to me, and immediately after receiving such notice, I shall cease to render additional services. If the Client exercises such a right, I shall cooperate with the Client in facilitating the orderly transfer of its files and records to the Client or to its new attorneys, as the Client may direct. Such termination shall not relieve the Client of the obligation to pay the fees due for services rendered and the reimbursable costs incurred prior to or resulting from such termination.

Upon termination of my representation, it is agreed that I am authorized to withdraw from any proceeding in Court or the U.S. Patent and Trademark Office in which I am counsel of record. Otherwise, I am authorized to withdraw with your consent or for good cause. Good cause includes (a) the Client's breach of this Letter of Engagement, (b) the Client's refusal to follow my advice on a material matter, (c) the Client's failure to meet its obligations hereunder (including failure to pay our fees on time) and its continual failure to do so for ten (10) or more days after written notice thereof from me, and (d) any fact or circumstance that would render my continuing representation unlawful or unethical, or would reflect badly on my reputation, as set out above.

If I exercise my right to withdraw, I shall represent the Client no further, and all unpaid charges will immediately become due and payable. The Client agrees to cooperate in freeing me of any obligation to perform further, including the execution and delivery of a substitution of attorneys in any court or administrative proceeding. This right is in addition to those created by statute or recognized by the Rules of Professional Conduct which govern patent attorneys.

9. Attorney's Lien

To secure payment of all sums due under this Letter of Engagement for services rendered or costs advanced, the Client hereby grants an Attorney's lien on the subject matter of the representation to the extent permitted by Illinois law 770 ILCS 5/1 including claims, causes of action, applications, or lawsuits, and any sum recovered by way of settlement or judgment that may be recovered thereon.

10. Maintenance of Files

While I am representing the Client, I shall retain possession of files regarding the matters, unless specifically instructed otherwise. The Client nonetheless has the right to control the files and, upon termination of the representation, may request that the files be returned or delivered to other counsel.

11. Disclaimer of Guarantee

Nothing in this Letter of Engagement and nothing in my statements or representation shall be construed as a promise or guarantee about the outcome of a matter. I make no such promises or guarantees. My comments about the outcome of a matter are expressions of opinion only.

March 18, 1997

Charles Kormanik, Jr.

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12. Agreement As To Terms

This Letter of Engagement is the entire agreement as to its subject matter between the undersigned. Any change in the Letter of Engagement must be signed by the party to be charged. A failure to exercise any right hereunder shall not be construed as a waiver or a novation. If any portion of this Letter of Engagement is determined to be illegal, invalid, or unenforceable under any present or future law by a final judgment of any court of competent jurisdiction, the remainder of the Letter of Engagement shall not be influenced thereby. It is agreed that if any portion of this Letter of Engagement is determined to be illegal, invalid, or unenforceable, that such portion be replaced by terms as similar to such portion as is possible to be legal, valid, and enforceable.

Throughout our relationship I would like the Client to be satisfied with the professional services that I provide and the fees (including reimbursable costs) relating to the services provided; accordingly, I invite any and all questions and concerns concerning either. You should also feel free to consult separate counsel regarding all aspects of this Letter of Engagement. If you find the foregoing to be acceptable, please sign where indicated below and return it to me to document our agreement. For your convenience and records, I have enclosed an original duplicate of this Letter of Engagement with my signature.

Peter K. Trzyna

Client:

By:

Title:

Date:

Charlie Kormanik

President

4/15/97

Regular Correspondence:  
195 North Harbor Drive, Suite 5403, Chicago Illinois 60601-7540

Docketed Correspondence:  
Post Office Box 7131, Chicago Illinois 60680-7131

**Peter K. Trzyna, Esq.**

Telephone: (312) 240-0824 Facsimile: (312) 240-0825

E-mail: pklaw@email.msn.com

# Fax

<b>To:</b> Assignment Services Division	<b>Re:</b> 08/802,472 & 5,695,055 Recordation
<b>Firm:</b> United States Patent and Trademark Office	<b>Date / Time:</b> July 17, 2006
<b>Street Address:</b> P.O. Box 1450	<b>Phone:</b> (571) 272-3350
<b>City, State Zip:</b> Alexandria, VA 22313	<b>Fax:</b> (571) 273-0140 (703) 308-7124
<b>cc:</b>	<b>No. of Pages:</b> 9 (including cover)

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The information contained in this communication is confidential and may be legally privileged. It is intended solely for the use of the individual or entity to whom it is addressed and other authorized to receive it. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or taking of any action in reliance on the contents of this information is strictly prohibited. If you received this communication in error, please immediately notify us by a collect telephone call to the writer at the writer's direct number indicated above, and return the original message and documents to the sender at the above address via the United States postal service.

**Message:**