

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Notice of Pending Arbitration
CONVEYING PARTY DATA	
Name	Execution Date
John L. DeRosa	09/14/2011
RECEIVING PARTY DATA	
Name:	J.P. Walsh & J.L. Marmo Enterprises Inc.
Street Address:	7649 Long Pine Drive
City:	Springfield
State/Country:	VIRGINIA
Postal Code:	22151
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	6880832
Patent Number:	7766586
Application Number:	12804609
CORRESPONDENCE DATA	
Fax Number:	(202)659-0105
Phone:	202.659.0100
Email:	thomas.pavelko@novakdruce.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	Thomas P. Pavelko
Address Line 1:	300 New Jersey Ave
Address Line 2:	Fifth Floor
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20001
ATTORNEY DOCKET NUMBER:	8709.0001.0000
NAME OF SUBMITTER:	Thomas P. Pavelko
Total Attachments: 15	

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**PATENT
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NOTICE OF
PENDING ARBITRATION

PLEASE TAKE NOTICE that there is currently pending an **ARBITRATION** between the named inventor, John L. DeRosa, and his assignee, J. P. Walsh and J. L. Marmo Enterprises, Inc., to quiet title to the following patents and applications as found in the attached document, each naming John L. DeRosa as the sole inventor:

United States Patent 6,880,832 issued April 19, 2005

United States Patent 7,766,586 issued August 3, 2010

United States Non-provisional Patent Application serial number 12/804,609, filed July 26, 2010

Information on the ARBITRATION may be obtained from the undersigned at:


Telephone: (202) 659 0100

Facsimile: (202) 659 0105

or, by mail addressed to:

Thomas P. Pavelko
Novak, Druce & Quigg, LLP
300 New Jersey Avenue, NW
Fifth Floor
Washington D.C. 20001

Dated: December 2, 2011


Thomas P. Pavelko, Reg. # 31,689
Novak, Druce & Quigg, LLP
300 New Jersey Avenue, NW
Fifth Floor
Washington D.C. 20001
Tel: (202) 659 0100
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AGREEMENT TO ARBITRATE (SHORT FORM)

Full Caption: John Devesa v. J.P. Walsh + J.L. Marmo Enterprises, INC.

Arbitration is a process by which a third party neutral (Arbitrator) decides the outcome of a case based on the facts presented and the governing law. In this process, the parties agree as follows:

1. The arbitration will be administered by The McCammon Group (The Group) according to this Agreement to Arbitrate.

2. JUDGE BARRY POVETE shall serve as the Arbitrator.

3. The following is a description of the claims to be arbitrated including any damages or relief sought:

MR Devesa seek Damages and RECISSION for Breach of A CONTRACT FOR ASSIGNMENT of a PATENT; Defendants SOUNTER SUE FOR PATENT INFRINGEMENT AND SEEK Damages AND INJUNCTIVE RELIEF. Defendant's Statement of Arbitratable Issues is attached.

MPD 7/14/2011


4. All administrative matters shall be handled by the Case Manager. No private communications with the Arbitrator shall be allowed. All communications with the Arbitrator by any party or by a party's attorney shall be made at a hearing or in a conference call with all opposing parties or their attorneys having been given reasonable opportunity to participate. All such conference calls shall be arranged by the Case Manager. All written communications with the Arbitrator shall also be made through the Case Manager unless the Arbitrator or the Case Manager directs otherwise. Copies of all written communications shall be sent by a party, or its counsel, to all opposing parties, or their counsel, by the same means and at the same time as the original communication is sent.


5. A pre-arbitration conference will be scheduled in advance of the arbitration hearing. This will be held typically by phone. The Arbitrator will review with the attorneys and/or parties those matters that need to make the arbitration hearing more streamlined, for example, procedural and introductory issues, number and identity of witnesses, logistics, etc. No discovery will be allowed except by the agreement of the parties or by authority of governing law.

6. The arbitration hearing shall be commenced and conducted by the Arbitrator. All relevant evidence shall be admissible subject to the discretion of the Arbitrator. The general order of these proceedings shall be similar to that used in courts, subject to the discretion of the Arbitrator. Hearings, as well as all other activities, will be convened privately. The Arbitrator may proceed with the hearing if a party is absent without good cause. The Arbitrator shall administer an oath to each witness to tell the truth. Continuances may be granted by the Arbitrator only for good cause as determined by the discretion of the Arbitrator.

7. If the parties wish to agree on a "high-low" arrangement, they should complete and execute the "High-Low" Agreement and return it to The Group. While this executed Agreement to Arbitrate will be provided to the Arbitrator as authority and guidance in conducting the hearing, the "High-Low" Agreement will not be provided to the Arbitrator. Moreover, neither the numbers involved in the "high-low" arrangement, nor the existence of a "high-low" arrangement will be made known to the Arbitrator before the expiration of thirty days after the Award is made.

8. The Arbitrator's fees and expenses shall be paid pursuant to agreements reached by the parties and/or their attorneys. All other expenses, including attorney fees, incurred by the parties in this arbitration shall be borne by the party incurring such expenses and fees. The only exceptions to the foregoing are: _____
9. The actual or potential venue of the dispute will not be a factor in the Arbitrator's Award unless all parties, or their counsel, agree otherwise.
10. The Arbitrator shall send to the parties or their counsel by regular mail or facsimile a written Award within a reasonable time after the conclusion of the hearing. The award shall be based on the governing law as applied to the facts. The written award of the Arbitrator shall be binding upon the parties without any right of appeal except for any appeal allowed by governing law. If the award is not satisfied, judgment may be entered on the award rendered in this case, and such judgment may be enforced pursuant to processes available under governing law.
11. All statutes of limitations applicable to the disputes covered by this Agreement to Arbitrate shall be tolled for purposes of this arbitration no later than the day that the execution of this Agreement to Arbitrate is completed.
12. The Arbitrator occupies the role of a neutral. The Arbitrator is an independent contractor of The Group. The Arbitrator and/or The Group (including its independent contractors, employees, officers, and shareholders) shall not be liable to the parties for any act or omission relating to this arbitration. Nor shall the Arbitrator and/or The Group (including its independent contractors, employees, officers, and shareholders) be subject to subpoena or other process in any judicial or regulatory proceedings relating to this arbitration.
13. This form must be executed by all disputing parties or their counsel and returned to The Group prior to the pre-arbitration conference. If the representing attorney, instead of the party, signs this Agreement to Arbitrate, then such attorney thereby represents that he or she has the authority to do so. Any changes shall be made in writing and signed or initialed by each party or the representing attorney.

John De Rosa
 Full name of party (please print)
WILLIAM E HASSAN
 Full name of person signing (please print)

 Signature _____ Date _____

J. P. Walsh / J. L. MARMO Enterprises, Inc.
 Full name of party (please print)
Thomas P. PAVELKO
 Full name of person signing (please print)

 Signature _____ Date Sept 14, 2011

 Full name of party (please print)

 Full name of person signing (please print)

 Signature _____ Date _____

 Full name of party (please print)

 Full name of person signing (please print)

 Signature _____ Date _____

 Full name of party (please print)

 Full name of person signing (please print)

 Signature _____ Date _____

 Full name of party (please print)

 Full name of person signing (please print)

 Signature _____ Date _____

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P. 02
0002CONTRACT

This agreement, made this _____ day of October 1998, between J.P. Walsh & J.E. Marmo Enterprises, Inc., a Delaware corporation having an office at 7649 Long Pine Drive, Springfield, Virginia 22151 (hereinafter referred to as "Marmo") and John L. DeRosa, a U.S. citizen residing at 8507 Churchill Court, Upper Marlboro, Maryland 20735 (hereinafter referred to as "DeRosa");

WHEREAS, DeRosa has invented a Router Chuck (hereinafter known as the "DeRosa Chuck") which is described in the U.S. patent application attached and made a part of this Contract as an Exhibit thereto; and

WHEREAS, Marmo markets and sells router chucks and are desirous of selling the DeRosa Chuck; and

In consideration of the mutual promises herein contained, the parties agree as follows:

1. The patent application attached for the DeRosa Chuck as approved by DeRosa by signature thereto, is attached hereto as an Exhibit and will be filed as a U.S. Provisional Patent Application with the expense of preparation and filing being incurred and paid by Marmo;
2. That DeRosa does assign his invention, including improvements thereto, and patent application(s), both domestic and foreign, filed or to be filed, to Marmo, subject to the subsequent provisions of this Contract and does further agree to sign all documents necessary to record such assignments in the U.S. and Canada, and to assist in the preparation of all application(s), and other documents necessary to protect the invention in the U.S. and Canada, including all continuing applications of any type, including improvements, and any reissues, reexaminations, extensions, interferences thereof, or other matters which may come before the Patent Office(s) or the courts in connection with the invention. Such assistance by DeRosa shall be limited to technical document

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preparation and signature and not to contribution of monies or other assets. All patent rights in all other countries are reserved to DeRosa to pursue, or not pursue, as he sees fit.

3. That Marmo will undertake testing of prototypes manufactured by DeRosa, and, to the extent that the prototypes are commercially acceptable, or can be made acceptable through modification by DeRosa. Marmo will undertake the marketing of the DeRosa Chuck under the following terms and agreements:

a. Marmo agrees that DeRosa will have exclusive manufacturing rights for the DeRosa Chuck, (retrofit only) sold directly to Marmo at a price of Seventeen Dollars (\$17.00) per assembled chuck for quantities in excess of Nine Hundred Ninety Nine (999) (for orders of Nine Hundred Ninety Nine (999) or less, the parties shall agree of a per unit price), provided however

b. that the first order to DeRosa for DeRosa Chucks shall be not less than two thousand (2,000) chucks. The parties agree that Marmo shall pay, in full, for one-half (1/2) of said order at the time of the placement of the order with DeRosa and shall pay for the balance of the order within ninety (90) days of the delivery of said chucks by DeRosa. Future orders will require a signed Purchase Order accompanied by a fifty percent (50%) down payment. The balance will be due within ninety (90) days of receipt of the completed order. The parties further agree

c. that should DeRosa not be able to produce sufficient chucks of acceptable quality to meet the demands of Marmo, within the reasonable schedules established between the parties for such deliveries, then the parties further agree that

d. Marmo is free to contract with other manufactures to make part or all of their requirements for DeRosa Chucks and Marmo will then compensate DeRosa at a royalty rate of One Dollar (\$1.00) per unit for every retrofit DeRosa Chuck so manufactured. Further, the parties agree that upon signing of this Contract, DeRosa will provide engineering drawings and other information

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necessary to obtain quotes from other manufacturers so as to assure an uninterrupted supply of DeRosa Chucks; and it is further provided that

e. In the event that any manufacturer, marketer, or seller of routers obtains a license to manufacture directly or through subcontractors/vendors an OEM unit for their routers, Marmo and DeRosa agree to split any royalty (including any "up front" royalty or licensing fee) received from such OEM unit manufacturer Eighty Per Cent (80%) to Marmo and Twenty Per Cent (20%) to DeRosa.

f. Marmo is not obligated to file any additional patent application(s) or seek, protect, or defend such application(s), or any patents issuing therefrom in the United States and/or Canada, if, in their sole business judgment, such filing, seeking, protecting or defending would be unduly burdensome, expensive, or unjustified in view of the profits, if any, gained from sale of the DeRosa Chucks. In the event Marmo exercises its rights under this paragraph, the patent right obtained in the United States and/or Canada hereunder or right in the pending patent application(s) in the United States and/or Canada shall revert to DeRosa subject to payment to Marmo of the same per unit royalty as would be due to DeRosa under paragraph 3d and 3e above and subject to any contracts to manufacturer or licenses to manufacturer as outlined in the preceding paragraphs.

g. DeRosa acknowledges that Marmo is currently marketing and selling Walsh Chucks manufactured under Walsh U.S. Patent No. 5,096,212 (and corresponding foreign patents and/or applications) and that this Agreement in no way diminishes or affects Marmo's rights to have made, offer for sale, sell, import or use Walsh Chucks and not compensation, remuneration, setoff or other demand may be made by DeRosa concerning the Walsh Chucks.

4. This Contract contains the complete understanding between the parties and supercedes any previous oral agreements, discussions, proposals or negotiations between the parties.

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Defendant's Exhibit A

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3. This Contract will be considered to have been made in the Commonwealth of Virginia and shall be governed according to its laws, provided, however, that should any dispute arise between the parties, each party agrees to submit such dispute to binding arbitration.

Attest/Witness:

J.P. WALSH & J.L. MARMO ENTERPRISES, INC.

George F. Freed 11/9/98

By Joseph P. Walsh (SEAL) 11/9/98
Joseph P. Walsh, CEO

George F. Freed 11/9/98

By Joe L. Marmo (SEAL) 11/9/98
Joe L. Marmo, Treasurer/Secretary

Carl DeRosa 11/9/98

John L. DeRosa (SEAL) 11/9/98
John L. DeRosa

PROPOSED JOINT STATEMENT OF ARBITRATION ISSUES

The parties request that the Arbitrator consider the following issues, and then determine the same, and money damages properly awardable in regard thereto and such other relief as may be just and proper:

1. That the choice of laws to be applied is established as the laws of the Commonwealth of Virginia, except where expressly preempted by the federal law of patents. **On this the parties agree.**

2. That Party John DeRosa is the sole inventor of certain specific router chucks titled in patent applications and patents as the DeRosa Router Chuck and as the Quick Change Power Tool Chuck,(also known as the "Muscle Chuck") the current patent ownership for the United States and Canada for each of these chucks are in dispute herein. **On this the parties agree. {A chart listing patent application, patent and CIP numbers for each is attached hereto}**

3. That on or about the 9th day of November, 1998, the parties entered into a contract whereby DeRosa, as sole inventor of an invention described in U.S. Provisional Patent Application No. 60/107,966 and U.S. Non-Provisional Patent Application No. 09/437,243 ("DeRosa Router Chuck"), agreed as consideration for his assignment of his invention, including improvements thereto, would have patent applications prepared and filed at Walsh/Marmo Enterprises expense and receive testing of prototype chucks. The parties disagree about the applicability of the assignment to any other patent applications, patents or CIP's, **thus the ownership quieting title to the various patent applications and patents, and various obligations thereof allegedly by virtue of the contract and assignment is for the Arbitrator to determine.**

4. DeRosa contends that if rescission is granted, the assignment of ownership for the DeRosa Router Chuck would be voided. Walsh/Marmo Enterprises disagrees **and is for the arbitrator to determine.**

5. That Party Walsh/Marmo Enterprises was already the owner, marketer and seller of router chucks known as the Walsh Chuck covered by various U.S. and Canadian patents when the parties entered into the contract which obligations and performance is in dispute as noted hereunder. **On this the parties agree.**

6. That Walsh/Marmo Enterprises would grant DeRosa, inter alia,:

1. exclusive manufacturing rights for the DeRosa Router Chuck sold directly to Walsh/Marmo Enterprises if certain conditions set forth in the contract are met;

2. a split of any royalty or licensing fee to OEM manufacturers under the patent;
and

3. a per unit royalty if manufactured by a third party if DeRosa could not, or would not, manufacture router chucks in accordance with the contract.

On this the parties agree.

7. Declare that the said contract, as modified in writing, is the agreement at issue in this proceeding. However, **any claimed oral modifications must be proven to the satisfaction of the Arbitrator.**

8. That DeRosa contends that U.S. Patent Application No. 12/782,804 was filed by Walsh/Marmo Enterprises, is falsely attributed to DeRosa, and is substantially the same as DeRosa's earlier filed CIP No. 11/074,744 related to U.S. Patent No. 7,766,586. Walsh/Marmo Enterprises disagrees and **thus the ownership thereof, allegedly by virtue of the contract and assignment, is for the Arbitrator to determine.**

9. Walsh/Marmo Enterprises contends that DeRosa failed to assist in the preparation of U.S. Patent Application No. 12/782,804, as required by the contract, resulting in damages to Walsh/Marmo and DeRosa disagrees, and denies that he had any obligation to provide such assistance and **this is for the Arbitrator to determine.**

10. That the filing of U.S. Provisional and U.S. Non-provisional Patent Application Nos. 60/432,638 and 10/347,591 are the applications leading to U.S. Patent No. 6,880,832 and DeRosa did not disclose the filing to Walsh/Marmo Enterprises. **On this the parties agree.** The parties disagree whether DeRosa had any obligation to advise Walsh/Marmo Enterprises about such filings and whether Walsh/Marmo Enterprises suffered damages therefrom, including loss of right to file for a Canadian Patent, **which is for the Arbitrator to determine.**

11. That, by the provisions of the contract, as part of the consideration thereunder by DeRosa to Walsh/Marmo Enterprises, DeRosa assigned the rights to the patent applications for the DeRosa Router Chuck, resulting in U.S. Patent No. 6,332,619 (although the patent number was not specifically recited in the contract or assignment), to Walsh/Marmo Enterprises. **On this the parties agree.**

12. Under the contract, Walsh/Marmo Enterprises among other things agreed to market router chucks covered by the DeRosa Router Chucks patent applications/patent, under certain terms and conditions set forth in the contract. **On this the parties agree.**

13. Under the contract, DeRosa contends Walsh/Marmo Enterprises among other things granted unto DeRosa the "exclusive manufacturing rights for the DeRosa Router Chuck subject to the provisions of the contract. Walsh/Marmo Enterprises contends that the said rights apply to retrofit only, while DeRosa states that "retrofit" encompasses all manufacturing other than OEM manufacturers, that the DeRosa Router Chuck was never adopted by any manufacturer as an

OEM product, that all manufacturing thereof has been "retrofit" manufacturing and that the parties are bound by the plain language of the contract. **This is for the Arbitrator to decide.**

14. DeRosa contends that under the contract, Walsh/Marmo Enterprises agreed that on its first order it would pay one half the purchase price at the time of placing the order and the balance of the price within 90 days of delivery of the completed order, subject to the provisions of the contract. **On this the parties disagree and is for the Arbitrator to determine.**

15. DeRosa contends that under the contract, Walsh/Marmo Enterprises among other things agreed that on all subsequent orders it would pay one half the purchase price at the time of placing the order and the balance of the price within 90 days of delivery of the completed order, subject to the provisions of the contract. **On this the parties disagree and is for the Arbitrator to determine.**

16. Under the contract, Party Walsh/Marmo Enterprises among other things agreed that on orders of 999 chucks or more it would pay to DeRosa the sum of \$17.00 per assembled chuck, subject to the provisions of the contract. Under the contract, for orders of 999 or less, the parties shall agree on a per unit price, subject to the provisions of the contract. **On this the parties agree.**

17. DeRosa contends that under the contract, Walsh/Marmo Enterprises among other things promised DeRosa a steady flow of manufacturing business and the timely payment for the product to the Defendant, subject to the provisions of the contract. **On this the parties disagree and is for the Arbitrator to determine.**

18. That Walsh/Marmo Enterprises contends it provided supplies (routers, arbors, machine tools and other equipment) to enable DeRosa to manufacturer chucks and make engineering drawings and other engineering information and that DeRosa did not provide the

engineering drawings and other engineering information so as to insure an uninterrupted flow of supply of chucks and did not return the supplies to Walsh/Marmo Enterprises. DeRosa disagrees and states that he was not obligated to provide drawings and engineering information to Walsh/Marmo for use by other retrofit manufacturers in violation of the exclusivity of manufacturing provisions of the contract. **This is for the Arbitrator to determine.**

19. That DeRosa contends that Walsh/Marmo Enterprises consistently and substantially failed to make full and timely payments for its orders for the DeRosa Router Chuck, in accordance with the contract. Walsh/Marmo Enterprises disagrees and **this is for the Arbitrator to determine.**

20. That DeRosa contends that Walsh/Marmo Enterprises consistently and substantially failed to place orders of the DeRosa Router Chuck of the minimum size, in accordance with the contract. Walsh/Marmo Enterprises disagrees and **this is for the Arbitrator to determine.**

21. That DeRosa contends Walsh/Marmo Enterprises consistently and substantially failed to provide a steady flow of manufacturing business and the timely payment for the product to DeRosa, in accordance with the contract. Walsh/Marmo Enterprises disagrees **and this is for the Arbitrator to determine.**

22. That DeRosa contends that Walsh/Marmo Enterprises failed to abide by its contractual and financial obligations under the contract, have denied him the bargained for benefit of the contract, which may be remedied only by rescission or cancellation of the contract and the restoration of ownership of the patent and rights in DeRosa's intellectual property, his invention, the DeRosa Router Chuck. Walsh/Marmo Enterprises disagrees **and this is for the Arbitrator to determine.**

23. That DeRosa contends that Walsh/Marmo Enterprises improperly used the

assignment for the DeRosa Router Chuck Patent to claim rights to another invention of DeRosa, separately patented, called the Quick Change Power Tool Chuck. Walsh/Marmo Enterprises disagrees and **this is for the Arbitrator to determine.**

24. That DeRosa contends that he did not breach the said contract by obtaining patents and CIP's for the Quick Change Power Tool Chuck. Walsh/Marmo Enterprises disagrees and **this is for the Arbitrator to determine.**

25. That DeRosa contends that Walsh/Marmo Enterprises never paid any sums for the patent process of the Quick Change Power Tool Chuck, as it would have been obligated to do under the said contract if it had been a mere improvement of the design of the DeRosa Router Chuck. Walsh/Marmo Enterprises disagrees **and this is for the Arbitrator to determine.**

26. That DeRosa contends that by improperly filing the assignment for the DeRosa Router Chuck as an assignment for the Quick Change Power Tool Chuck, Walsh/Marmo Enterprises has deprived DeRosa of his right to his own intellectual property, been unjustly enriched and deprived DeRosa of the right to market and profit from the Quick Change Power Tool Chuck Patents. Walsh/Marmo Enterprises contends that DeRosa made improvements to the DeRosa router chucks and did not inform Walsh/Marmo Enterprises of said improvements and the assertion by DeRosa of his claims to the Quick Change Power Tool patents and patent applications as his sole property deprived Walsh/Marmo Enterprises of its right to assigned intellectual property and deprived it of the right to market and profit from the Quick Change Power Tool Chuck Patent. **This is for the Arbitrator to determine.**

27. That DeRosa contends that Walsh/Marmo Enterprises is in breach of the said contract in disputing DeRosa's title to his new invention the Quick Change Power Tool Chuck, and thereby interfering with DeRosa's marketing efforts of the products called the Muscle Chuck to

third party manufacturers of router equipment resulting in damage to DeRosa. Walsh/Marmo Enterprises disagrees and **this is for the Arbitrator to determine.**

28. That Walsh/Marmo Enterprises contends that DeRosa is in breach of the said contract in disputing Walsh/Marmo Enterprises' title to its assigned invention known as the Quick Change Power Tool Chuck, and thereby interfering with Walsh/Marmo Enterprises marketing efforts of router chucks, made under the Quick Change Power Tool Chuck patent applications/patents, to third party manufacturers of router equipment resulting in damage to Walsh/Marmo Enterprises. DeRosa disagrees and **this is for the Arbitrator to determine.**

29. Walsh/Marmo Enterprises alleges that DeRosa is in breach of the contract because it filed civil litigation to enforce the contract. DeRosa disagrees and **this is for the Arbitrator to determine.**

30. Walsh/Marmo Enterprises contends that DeRosa is in breach of the agreement for unreasonably delaying arbitration after being ordered by Judge Hilton's order of May 3, 2010 to arbitrate, resulting in damages to Walsh/Marmo Enterprises. DeRosa disagrees and **is for the Arbitrator to determine.**

31. Each party reserves all defenses against the other's claim of every nature raised herein, including statute of limitations, laches, estoppel, unclean hands, fraud, accord and satisfaction, and either party preventing the other from fulfilling its obligations.

TABLE OF PATENT RELATED NUMBERS

DEROSA ROUTER CHUCK

QUICK CHANGE POWER
TOOL CHUCK

Provisional

Patent App # 60/107,966

60/432,638

Non-Provisional

Patent App # 09/437,243

10/347,591

CIP #'s None

11/074,744

12/804,609

U.S. Patent # 6,332,619

6,880,832

Patent and Patent Application
that Walsh/Marmo believes
is also at issue. DeRosa disagrees.

12/782,804

7,766,586