

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3801424

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
DAVID C. BYRD	03/25/2016
ANDREW J. KATRINECZ	03/25/2016
RECEIVING PARTY DATA	
Name:	TWENTY-FIRST CENTURY TECHNOLOGIES, INC.
Street Address:	2809 VALLARTA LANE
City:	AUSTIN
State/Country:	TEXAS
Postal Code:	78733
PROPERTY NUMBERS Total: 5	
Property Type	Number
Patent Number:	8540384
Patent Number:	7883227
Patent Number:	7284872
Patent Number:	6773128
Patent Number:	6199996
CORRESPONDENCE DATA	
Fax Number:	(954)828-9122
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	(954) 828-1488
Email:	ptomail@cwiplaw.com
Correspondent Name:	PATRICK STELLITANO
Address Line 1:	CHRISTOPHER & WEISBERG, P.A.
Address Line 2:	200 EAST LAS OLAS BOULEVARD, SUITE 2040
Address Line 4:	FORT LAUDERDALE, FLORIDA 33301
ATTORNEY DOCKET NUMBER:	1897-2
NAME OF SUBMITTER:	PATRICK STELLITANO
SIGNATURE:	/Patrick Stellitano/
DATE SIGNED:	03/25/2016

Total Attachments: 18

source=Assignment#page1.tif
source=Assignment#page2.tif
source=Assignment#page3.tif
source=Assignment#page4.tif
source=Assignment#page5.tif
source=Assignment#page6.tif
source=Assignment#page7.tif
source=Assignment#page8.tif
source=Assignment#page9.tif
source=Assignment#page10.tif
source=Assignment#page11.tif
source=Assignment#page12.tif
source=Assignment#page13.tif
source=Assignment#page14.tif
source=Assignment#page15.tif
source=Assignment#page16.tif
source=Assignment#page17.tif
source=Assignment#page18.tif

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)

David C. Byrd, Andrew J. Katrinecz

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

2. Name and address of receiving party(ies)

Name: Twenty-First Century Technologies, Inc.

Internal Address: _____

Street Address: 2809 Vallarta Lane

City: Austin

State: TX

Country: USA Zip: 78733

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

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

Execution Date(s) Nov. 30, 2015, March 25, 2016

- Assignment Merger
- Security Agreement Change of Name
- Joint Research Agreement
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other to correct error made in prior recording _____

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)

8,540,384, 7,883,227, 7,284,872, 6,773,128 and 6,199,996.

Additional numbers attached? Yes No

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

Name: Patrick Stellitano

Internal Address: Christopher & Weisberg, P.A.

Street Address: 200 East Las Olas Boulevard

City: Fort Lauderdale

State: FL Zip: 33301

Phone Number: 512-899-8038

Docket Number: _____

Email Address: pstellitano@cwiplaw.com

6. Total number of applications and patents involved: 5

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

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

8. Payment Information

Deposit Account Number _____

Authorized User Name _____

9. Signature:

/pstellitano/
Signature

25 March 2016
Date

Patrick Stellitano
Name of Person Signing

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

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

Guidelines for Completing Patents Cover Sheets (PTO-1595)

Cover Sheet information must be submitted with each document to be recorded. If the document to be recorded concerns both patents and trademarks separate patent and trademark cover sheets, including any attached pages for continuing information, must accompany the document. All pages of the cover sheet should be numbered consecutively, for example, if both a patent and trademark cover sheet is used, and information is continued on one additional page for both patents and trademarks, the pages of the cover sheet would be numbered from 1 to 4.

Item 1. Name of Conveying Party(ies).

Enter the full name of the party(ies) conveying the interest. If there is insufficient space, enter a check mark in the "Yes" box to indicate that additional information is attached. The name of the additional conveying party(ies) should be placed on an attached page clearly identified as a continuation of the information Item 1. Enter a check mark in the "No" box, if no information is contained on an attached page. If the document to be recorded is a joint research agreement, enter the name(s) of the party(ies) other than the owner of the patent or patent application as the conveying party(ies).

Item 2. Name and Address of Receiving Party(ies).

Enter the name and full address of the first party receiving the interest. If there is more than one party receiving the interest, enter a check mark in the "Yes" box to indicate that additional information is attached. Enter a check mark in the "No" box, if no information is contained on an attached page. If the document to be recorded is a joint research agreement, enter the name(s) of the patent or patent application owner(s) as the receiving party.

Item 3. Nature of Conveyance/Execution Date(s).

Enter the execution date(s) of the document. It is preferable to use the name of the month, or an abbreviation of that name, in order that confusion over dates is minimized. Place a check mark in the appropriate box describing the nature of the conveying document. If the "Other" box is checked, specify the nature of the conveyance.

Item 4. Application Number(s) or Patent Number(s).

Indicate the application number(s), and/or patent number(s) against which the document is to be recorded. National application numbers must include both the series code and a six-digit number (e.g., 07/123,456), and international application numbers must be complete (e.g., PCT/US91/12345).

Enter a check mark in the appropriate box: "Yes" or "No" if additional numbers appear on attached pages. Be sure to identify numbers included on attached pages as the continuation of Item 4. Also enter a check mark if this Assignment is being filed with a new application.

Item 5. Name and Address of Party to whom correspondence concerning the document should be mailed.

Enter the name and full address of the party to whom correspondence is to be mailed.

Item 6. Total Applications and Patents involved.

Enter the total number of applications and patents identified for recordation. Be sure to include all applications and patents identified on the cover sheet and on additional pages.

Block 7. Total Fee Enclosed.

Enter the total fee enclosed or authorized to be charged. A fee is required for each application and patent against which the document is recorded.

Item 8. Payment Information.

Enter the deposit account number and authorized user name to authorize charges.

Item 9. Signature.

Enter the name of the person submitting the document. The submitter must sign and date the cover sheet. Enter the total number of pages including the cover sheet, attachments, and document.

This collection of information is required by 35 USC 261 and 262 and 15 USC 1057 and 1060. The information is used by the public to submit (and by the USPTO to process) patent and trademark assignment requests. After the USPTO records the information, the records for patent and trademarks, assignments, and other associated documents can be inspected by the public. To view documents recorded under secrecy orders or documents recorded due to the interest of the federal government, a written authorization must be submitted. This collection is estimated to take 30 minutes to complete, including gathering, preparing, and submitting the form to the USPTO. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Manager of the Assignment Division, USPTO, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450.

Privacy Act Statement for Patent Assignment Recordation Form Cover Sheet

The Privacy Act of 1974 (P.L. 93-579) requires that you be given certain information in connection with the above request for information. This collection of information is authorized by 35 U.S.C. 1, 2, 261 and E.O. 9424. This information will primarily be used by the USPTO for the recordation of assignments related to patents and patent applications. Submission of this information is voluntary but is required in order for the USPTO to record the requested assignment. If you do not provide the information required on the cover sheet, the assignment will not be recorded, and all documents will be returned to you.

After the information is recorded, the records and associated documents can be inspected by the public and are not confidential, except for documents that are sealed under secrecy orders or related to unpublished patent applications. Assignment records relating to unpublished patent applications are maintained in confidence in accordance with 35 U.S.C. 122. Records open to the public are searched by users for the purpose of determining ownership for other property rights with respect to patents and trademarks.

Routine uses of the information you provide may also include disclosure to appropriate Federal, state, local, or foreign agencies in support of their enforcement duties and statutory or regulatory missions, including investigating potential violations of law or contract and awarding contracts or other benefits; to a court, magistrate, or administrative tribunal in the course of presenting evidence; to members of Congress responding to requests for assistance from their constituents; to the Office of Management and Budget in connection with the review of private relief legislation; to the Department of Justice in connection with a Freedom of Information Act request; to a contractor in the performance of their duties; to the Office of Personnel Management for personnel studies; and to the General Services Administration (GSA) as part of their records management responsibilities under the authority of 44 U.S.C. 2904 and 2906. Such disclosure to GSA shall not be used to make determinations about individuals.

Declaration

Ryan T. Beard, Twenty-First Century Technologies, Inc.

I am Ryan T. Beard, President of Twenty-First Century Technologies, Inc., owner of the following U.S. Patents by assignment from the joint inventors, David C. Byrd and Andrew J. Katrinecz:

8,540,384;
7,883,227;
7,284,872;
6,773,128; and
6,199,996.


I execute this Declaration to acknowledge and confirm that Twenty-First Century Technologies, Inc. is the sole owner of all rights, title, and interest in and to these patents by virtue of an Assignment evidenced by an Assignment document executed me and the inventors on November 30, 2015. I am aware of a Declaration dated February 8, 2016, that was signed by Andrew Katrinecz and David Byrd and recorded at reel and frame number 37815/304. The statements in that Declaration are correct and accurate except to the extent they address ownership of the patents after assignment to Twenty-First Century. Since taking ownership from the inventors, Twenty-First Century has not assigned any right, title, or interest in and to these patents and is the current owner.

I am familiar with the circumstances of the assignment from Terri Lynn Armstrong to Google, Inc. recorded at reel and frame number 33929/969. It is my understanding that the assignment is erroneous because Ms. Armstrong held no right, title, or interest in the patents. Therefore, no right, title, or interest in and to the patents was conveyed by Ms. Armstrong's assignment to Google, and Google's claim of ownership by the assignment it recorded at reel and frame number 33929/969 is erroneous. My understanding of these facts and my statements about Google's erroneous recording are based upon the opinion of the United States District Court for the Western District of Texas in *Katrinecz et al. v. Motorola Mobility LLC*, Case No. 12-cv-235-LY, Doc. No. 198, dated Nov. 7, 2014, at 6 ("the court concludes that, as alleged in the First Amended Complaint, Katrinecz and Byrd together 'own all right, title, and interest in the '872 Patent'"). A copy of the Court's opinion is attached hereto.

The statements by Mr. Katrinecz and Mr. Byrd regarding each of the patents that they made in their February 8 Declaration, "We have been and continue to be the sole owners of this patent," are true and accurate for the period of time up to November 30, 2015, when Twenty-First Century Technologies, Inc. became the sole owner of all right, title, and interest in and to the patents. They are not accurate with respect to the time period from November 30, 2015, through to present.

Mr. Katrinecz, Mr. Byrd, and I executed the Assignment to Twenty-First Century Technologies on November 30, 2015. A true and correct copy of that Assignment is being recorded with this Declaration.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.


Date: 3/25/16
Ryan Beard
President, Twenty-First Century Technologies, Inc.

Declaration

Andrew Katrinecz & David Byrd

We, David C. Byrd and Andrew J. Katrinecz, are the joint inventors of the inventions described and claimed in U.S. Patent Nos:

8,540,384;
7,883,227;
7,284,872;
6,773,128; and
6,199,996.

We execute this Declaration to acknowledge and confirm that Twenty-First Century Technologies, Inc. is the sole owner of all rights, title, and interest in and to these patents by virtue of an Assignment evidenced by an Assignment document executed by us on November 30, 2015. We also wish to correct our earlier Declaration we recorded to the extent it misidentifies the owner of the patents since November 30, 2015.

In a prior Declaration, dated February 8, 2016, and recorded at reel and frame number 37815/304, we stated that the assignment from Terri Lynn Armstrong to Google, Inc. recorded at reel and frame number 33929/969 is erroneous because Ms. Armstrong held no right, title, or interest in the patents. Therefore, no right, title, or interest in and to the patents was conveyed by her assignment to Google, and Google's claim of ownership by the assignment it recorded at reel and frame number 33929/969 is erroneous. Our understanding of these facts and our statements about Google's erroneous recording are based upon the opinion of the United States District Court for the Western District of Texas in *Katrinecz et al. v. Motorola Mobility LLC*, Case No. 12-cv-235-LY, Doc. No. 198, dated Nov. 7, 2014, at 6 ("the court concludes that, as alleged in the First Amended Complaint, Katrinecz and Byrd together 'own all right, title, and interest in the '872 Patent'").

In preparing and submitting the February 8, 2016 Declaration, we intended to confirm that our sole ownership of the patents at the time, consistent with the Court's finding, despite the erroneous assignment recorded by Google on October 10, 2014. Our intent was to clarify that our ownership of the patents was unaffected by Google's recorded assignment and continued after the Google assignment. In stating these fact, however, we mistakenly omitted the fact of our subsequent assignment to our company, Twenty-First Century Technologies, Inc., that we executed on November 30, 2015.

Our statements regarding each of the patents that we made in our February 8 Declaration, "We have been and continue to be the sole owners of this patent," are true and accurate for the period of time up to November 30, 2015, when Twenty-First Century Technologies, Inc. became

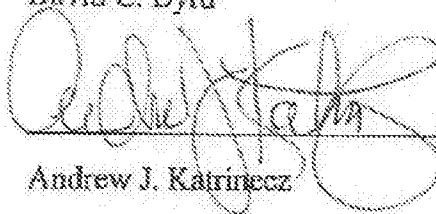
the sole owner of all right, title, and interest in and to the patents. Our omission of this fact was an inadvertent. We were focused on correcting the erroneous assignment Google had recorded.

We executed the Assignment to Twenty-First Century Technologies on November 30, 2015. We are recording a true and correct copy of that Assignment with this Declaration.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

 Date: 3-25-2016

David C. Byrd

 Date: 3-25-16

Andrew J. Katrinecz

PATENT ASSIGNMENT AGREEMENT

This PATENT ASSIGNMENT AGREEMENT (this "Assignment"), effective the ~~10th~~ day of ~~November~~, 2015 (the "Effective Date"), is made and entered into by and among Andrew J. Katrinecz, Jr. ("Katrinecz"), David C. Byrd ("Byrd," and together with Katrinecz, collectively, the "Assignors"), and Twenty-First Century Technologies, Inc., a Delaware corporation (the "Assignee"). Assignors and Assignee are each referred to herein as a "Party," and collectively, the "Parties."

WHEREAS, Assignors are the inventors and owners of all rights, title, and interest in and to patents listed on Schedule A hereto, and all applications, registrations, and renewals in connection therewith (collectively, the "Patents"); and

WHEREAS, Assignors wish to assign all of Assignors' rights in and to Assignors' Patents to Assignee.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignment to Assignee. Assignors hereby assign to Assignee, its successors, and assigns:

- (a) all of Assignors' right, title and interest in and to the Patents and their underlying inventions, including, without limitation, for the entire term of each of the Patents and any reissues or extensions and for the entire terms of any patents, reissues or extensions that may issue from foreign applications, divisions, continuations in whole or part or substitute applications filed claiming the benefit of any of the Patents or their underlying inventions, all rights therein provided by international conventions and treaties, and the right to sue for past, present and future infringement thereof (the "Transferred Rights");
- (b) any and all rights to sue at law or in equity for any infringement, imitation, or other unauthorized use or conduct in derogation of the Transferred Rights occurring prior to the Effective Date, including the right to receive all proceeds and damages therefrom;
- (c) any and all rights to royalties, profits, compensation, license fees or other payments or remuneration of any kind relating to the Transferred Rights arising from and after the Effective Date; and
- (d) any and all rights to obtain renewals, reissues, and extensions of registrations or other legal protections pertaining to the Transferred Rights.

2. Further Assurances. Assignors shall, at the cost and expense of the Assignee, timely execute and deliver any additional documents and perform such additional acts reasonably necessary or desirable to record and perfect the interest of Assignee in and to the Patents, and shall not enter into any agreement in conflict with this Assignment.

3. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to rules governing the conflict of laws.

4. Counterparts. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same agreement.

{Signature Page Follows}

IN WITNESS WHEREOF, Assignors and Assignee have caused this Assignment to be executed by its duly authorized representative.

ASSIGNORS:



ANDREW J. KATRINECZ, JR.



DAVID C. BYRD

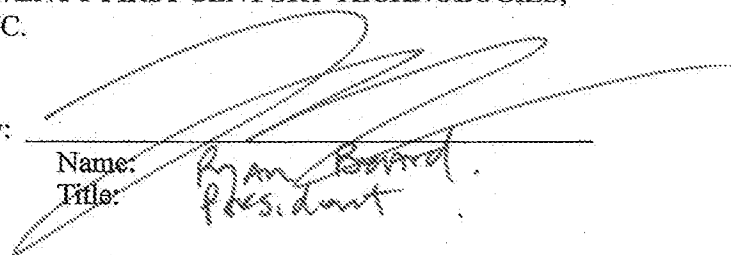
ASSIGNEE:

TWENTY-FIRST CENTURY TECHNOLOGIES,
INC.

By: _____

Name:

Title:



Ryan Bostick
President

SCHEDULE A

PATENTS

Patent No.	App. No.	Filing Date	Issue Date	Jurisdiction
6,199,996	09/139,927	August 26, 1998	March 13, 2001	United States
6,773,128	09/755,775	January 4, 2001	August 10, 2004	United States
7,284,872	10/867,272	June 14, 2004	October 23, 2007	United States
7,883,227	11/975,148	October 18, 2007	February 8, 2011	United States
8,540,384	13/022,314	February 7, 2011	September 24, 2013	United States

01:17014192.1

Byrd are the only inventors. The '872 Patent is a divisional of U.S. Patent No. 6,199,996 ("the '996 Patent"), issued on March 13, 2001, which also reflects that Katrinecz and Byrd are the only inventors. In April 1997, Katrinecz and Byrd conceived the keyboard invention, during the summer of 1997, they developed prototypes, and in October 1997, they engaged attorneys. Katrinecz and Byrd filed their first patent application for the keyboard invention on August 26, 1998.

During discovery, Motorola learned of the 1998 Florida divorce proceeding that dissolved the nine-year marriage of Katrinecz and Terri Cothorn.¹ On August 11, 1998, Katrinecz and Cothorn executed a Marital Settlement Agreement. The Florida State court rendered a Final Judgment Dissolving Marriage ("Final Judgment") on September 17, 1998.²

Motorola argues that because the keyboard invention covered by the '872 Patent was fully developed at the time the Agreement was executed, by operation of Florida law Cothorn had an "inchoate right to obtain a patent to [the keyboard] invention developed during the marriage as personal property subject to equitable distribution upon dissolution of a marriage." Further, Motorola argues, "[w]hen a marital settlement agreement fails to address personal property, that property is co-owned by both spouses by operation of law upon entry of final judgment dissolving the marriage." Because the Agreement did not expressly address the division of any rights to the keyboard invention that Katrinecz developed during the marriage, Motorola argues that the rights

¹ The motion, response, reply, and the parties' exhibits refer to Katrinecz's former wife as Ms. Terri Katrinecz, Ms. Terri Lynn Armstrong, and Ms. Terri Cothorn. For convenience the court refers to her as, "Terri Cothorn" or "Cothorn," which is her current, married name.

² Additionally, on August 17, Katrinecz and Cothorn executed an "Addendum Marital Settlement Agreement," which specifically addressed several financial matters. The Final Judgment holds that both the Agreement and the Addendum were executed voluntarily after full disclosure, and incorporates them into the Final Judgment by reference. For convenience, the court refers to the Agreement and the Addendum collectively as "the Agreement."

to the keyboard invention became co-owned by Katrinecz and Cothorn when the Final Judgment was rendered September 17, 1998.

Motorola's argument continues and alleges that because Katrinecz and Cothorn co-owned the keyboard invention at the time of their divorce, they also co-owned the rights to any patents to the keyboard invention. Thus, Motorola argues, when the '872 Patent issued on October 23, 2007, Cothorn was an unnamed co-legal-title owner of the patent. Finally, Motorola argues, because Cothorn is not a party to this action, not all owners of the '872 Patent are joined, and therefore, the court lacks subject-matter jurisdiction and must dismiss the action.

Katrinecz and Byrd respond that there were no patent rights or inchoate rights with regard to the keyboard invention to be distributed as a marital asset at the time of the Agreement. Katrinecz and Byrd argue, *inter alia*, that even if there were patent rights that were subject to distribution at the time of the divorce, based on the terms of the Agreement, these rights were conveyed to Katrinecz such that no marital asset with regard to the keyboard invention or the '872 Patent was left undivided after the divorce.

Applicable law and analysis

Standing to sue for patent infringement derives from the Patent Act, which provides that a "patentee shall have remedy by civil action for infringement of his patent." 35 U.S.C. § 281. In situations where there are multiple owners of a patent, all joint owners must "join all other co-owners to establish standing" to bring an infringement action. *Enovsys LLC v. Nextel Commc'ns, Inc.*, 614 F.3d 1333, 1342 (Fed. Cir. 2010); *see also Israel Bio-Eng'g Project v. Amgen, Inc.*, 475 F.3d 1256, 1264 (Fed. Cir. 2007) ("Where one co-owner possesses an undivided part of the entire patent, that joint owner must join all the other co-owners to establish standing."). In a patent-infringement

action, if any co-owner of the patent is not joined, the suit for infringement of the patent must be dismissed. *See Ethicon*, 135 F.3d at 1468. Thus, if ownership in a patent is divided, one co-owner has the right to limit all other co-owners' ability to sue an infringer by refusing to voluntarily join in an infringement action; generally, an unwilling co-owner cannot be forced to join an infringement action. *See STC.UNM v. Intel Corp.*, 754 F.3d 940, 946 (Fed. Cir. 2014).

Upon Motorola's filing the motion to dismiss for lack of subject-matter jurisdiction, Katrinecz and Byrd moved for and the court granted additional time for them to respond to the motion so that the parties could conduct jurisdictional discovery. "In cases where the jurisdictional and merits issues are intertwined but separable, 'the district court must give the plaintiff an opportunity for discovery and for a hearing that is appropriate to the nature of the motion to dismiss.'" *See DDB Techs. LLC v. MLB Advanced Media, L.P.*, 517 F.3d 1284, 1294 (Fed. Cir. 2008) (quoting *Williamson v. Tucker*, 645 F.2d 404, 414 (5th Cir. 1981)).

It is undisputed that Florida law applies to the Agreement and Final Judgment. Further, the issue of whether Cothorn had any ownership interest in the '872 Patent is also governed by Florida law. *See Larson v. Correct Craft, Inc.*, 569 F.3d 1319, 1327 (Fed. Cir. 2009) ("questions of patent ownership are determined by state law").

Florida law requires a court to equitably distribute between a husband and wife all marital assets. *See Fla. Stat. Ann.* § 61.075(1) (West 2014). "Marital assets" include assets acquired and liabilities incurred during the marriage, individually by either spouse or jointly by them. *Id.* at § .075(6)(a)(1)(a). The date for determining what is a marital asset subject to division at divorce is provided by Florida law,

The cut-off date for determining assets and liabilities to be identified or classified as marital assets and liabilities is *the earliest of the date* the parties enter into a valid separation agreement, such other date as may be expressly established by such agreement, or the date of the filing of a petition for dissolution of marriage.

Id. at § .075(7) (emphasis added). This is a bright line test; courts have no discretion under the statute. *See Byers v. Byers*, 910 So.2d 336, 344 (Fla. 4th Dist. Ct. App. 2005).

Here, Katrinecz and Cothorn had a “valid separation agreement” and thus, only those assets in existence as of the effective date of the Agreement—August 11, 1998—are marital assets subject to distribution at their divorce. The Agreement provides in relevant parts,

1. Separation: The parties at all time hereafter [are] . . . free from any obligations to each other, except in accordance with any provisions of this Agreement relating thereto.

3. The parties have previously agreed upon and distributed all of the marital assets with the exception of a set of flatware, which [Cothorn] shall insure that [Katrinecz] receives within 30 days of the date hereof.

Each party shall have sole ownership of all personal property presently in his/her possession.

12. [Cothorn] has refused to consult an attorney, but warrants and represents that she has read and studied this Agreement and acknowledges that it is fair and equitable.

Although Motorola contends that Cothorn had “inchoate” rights to the invention and the ‘872 Patent, Motorola’s caselaw in support of this argument reflects that in each case, at the time of divorce, the patent-in-suit had at a minimum been applied for or had issued. Without deciding that Cothorn had any inchoate rights to the invention or to the ‘872 Patent at the time of divorce, this court disagrees with Motorola’s argument that those rights, if they existed, were not equitably distributed at divorce to Katrinecz.

As of August 11, 1998, all aspects of Katrinecz's work on the invention were in Katrinecz's sole possession. Further, the court finds that any marital asset associated with the keyboard invention and whatever other personal property that existed and would lead to the '872 Patent was in Katrinecz's sole possession at the time of the Agreement. Therefore, by the terms of the Agreement, all such property was conveyed to Katrinecz. Further, based on the explicit language in the Agreement, the parties had distributed *all* of their marital assets; nothing remained undivided.

The Agreement was incorporated into the Final Judgment. A final judgment of divorce is *res judicata* as to all property rights of the parties that could have and should have been adjudicated in that proceeding. *See Davis v. Dieujuste*, 496 So.2d 806, 809-10 (Fla. 1986) ("a final judgment of dissolution settles all such matters as between the spouses evolving during the marriage, whether or not these matters were introduced in the dissolution proceeding, and acts as a bar to any action thereafter to determine such rights and obligations.").

Conclusion

As the patent application leading to the '872 Patent was filed *after* Katrinecz and Cothorn executed the Agreement, and, by virtue of the Agreement, Katrinecz had and retained sole possession of all marital assets related to the keyboard invention or leading up to the '872 Patent, and, as there were no marital assets related in any way to the '872 Patent remaining undivided after Katrinecz and Cothorn's divorce, the court concludes that, as alleged in the First Amended Complaint, Katrinecz and Byrd together "own all right, title, and interest in the '872 Patent." This court has subject-matter jurisdiction over Katrinecz and Byrd's infringement claims alleged against Motorola in this action.

IT IS ORDERED that Defendant Motorola Mobility LLC's Defendant's Motion To Dismiss For Lack of Subject Matter Jurisdiction filed July 24, 2014, (Clerk's Document No. 86) is **DENIED**.

SIGNED this 7th day of November, 2014.



LEE YEAKEL
UNITED STATES DISTRICT JUDGE