

Exhibit K

JOHN PETER LEE, LTD.

ATTORNEYS AT LAW

830 LAS VEGAS BOULEVARD SOUTH
LAS VEGAS, NEVADA 89101
TELEPHONE (702) 382-4044
FACSIMILE (702) 383-9950
E-MAIL: info@johnpeterlee.com

January 4, 2008

Scott J. Bornstein, Esq.
Greenberg Traurig, LLP
200 Park Avenue, 34th Floor
MetLife Building
New York, New York 10166

FEDERAL EXPRESS

Scott J. Bornstein, Esq.
Greenberg Traurig, LLP
2375 East Camelback Road, #700
Phoenix, Arizona 85016

FEDERAL EXPRESS

Re: Optima Technology Corporation
adv. Universal Avionics Systems Corporation

Dear Mr. Bornstein:

I have conferred with our client, Reza Zandian, in control of Optima Technology Corporation, also designated as Optima Technology, Inc., and have advised him concerning your reaction to our being dismissed from the captioned litigation. Mr. Zandian is not interested in granting Universal a free license; neither does he wish to enmesh Optima in what promises to be complex and unproductive Arizona litigation.

Optima Technology Corporation (Optima Technology, Inc.) was originally formed in the State of California and has had no business ties to the State of Arizona. The Complaint alleges, however, that Optima, through Robert Adams, committed wrongful acts in Arizona. However, the Complaint and the attached documentation to the Complaint indicates that the wrongful acts were attributable to Optima Technology Group, a non-existent entity. Although Robert Adams was at one time an officer of Optima, he was removed from his position in October of 2006, and has had no relationship with Optima during the time span referred by you in your Complaint encompassing July, 2007 to November, 2007. In fact, Optima has a judgment against Adams, a copy of which, we understand, you already have.

Adams, although he may have represented Optima before October, 2006, has had absolutely no contact with Optima since that time, and certainly was not authorized to harass Universal in Arizona or any place else.

JOHN PETER LEE, LTD.

ATTORNEYS AT LAW

Scott J. Bornstein, Esq.

January 4, 2008

Page Two

We are troubled with the allegations of the Complaint, which apparently have been framed to give personal jurisdiction in the Arizona courts over Optima. However, as already stated, there is no support for the jurisdictional allegations attempting to tie Optima to Arizona, and to the relief requested.

It is unclear from the Complaint whether the Complaint is drafted to seek a declaration of the validity of the patents in question; but, if so, there is no jurisdictional basis for the Arizona court to consider that issue on the allegations of the Complaints, which do not tie the Optima patents into an attack on their validity in Arizona.

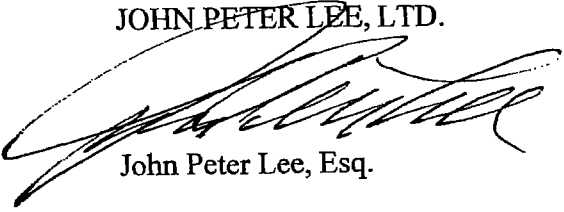
Optima cannot afford financially or legally to become involved in the Arizona litigation. The Complaint as drafted is quagmire with too many traps which could mesh Optima in extremely costly and non-productive litigation over issues which simply don't belong in the Arizona courts.

We request, since you are on notice of the true facts in this case, that you dismiss Optima Technology Corporation from the Complaint and Optima gives you notice pursuant to FRCP 11 that this process should be done immediately. Optima does not intend to appear in the action for the reasons outlined in this letter. Should Universal decide to pursue a default judgment against Optima, we expect advice of your intentions, and appropriate steps will be taken to set aside the default and to seek sanctions for the pursuit of an unfounded claim against Optima by Universal. See FRCP 12(b)(2) and FRCP 11.

This letter is not an appearance by Optima in the captioned litigation. Your grant of additional time to respond to the Complaint is met by this letter. We intend no further proceedings at this point. We are not practicing law in the State of Arizona, but going on record with the position that we feel is appropriate and warranted.

Yours truly,

JOHN PETER LEE, LTD.



John Peter Lee, Esq.

JPL/jlr

cc: Client

1334.023382

JOHN PETER LEE, LTD.

ATTORNEYS AT LAW

830 LAS VEGAS BOULEVARD SOUTH
LAS VEGAS, NEVADA 89101
TELEPHONE (702) 382-4044
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E-MAIL: info@johnpeterlee.com

February 19, 2008

Mr. Reza Zandian
8775 Costa Verde Boulevard, #501
San Diego, California 92122

FAX 858-625-2460

Re: Optima Technology Corporation
adv. Universal Avionics Systems Corporation

Dear Mr. Zandian:

As a result of our conversation this day, we have determined that it would be unprofitable to appear in the Arizona action brought by Adams, et al. Accordingly, we will not do so.

We both believe that the case will implode, and that we will deal with Bornstein to resolve the cases.

Yours truly,

JOHN PETER LEE, LTD.


John Peter Lee, Esq.

JPL/jlr
1134.023382

JOHN PETER LEE, LTD.

ATTORNEYS AT LAW

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LAS VEGAS, NEVADA 89101
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E-MAIL: info@johnpeterlee.com

December 21, 2007

Mr. Reza Zandian
8775 Costa Verde Boulevard, #501
San Diego, California 92122

FAX 858-625-2460

Re: Optima Technology

Dear Mr. Zandian:

I talked to Kurt Luther at Honeywell. He claims he has a low level interest in the Optima patent. He didn't think there is an infringement. However, he wants to see the Power of Attorney and Assignment, which we can give him, and which apparently he has not seen. This is the same response I got from Scott Bornstein. We are researching the methodology you used to determine its validity.

I talked to my California patent contact, Sam Stone, and will send him a copy of the Power and Assignment for his review and opinion.

Yours truly,

JOHN PETER LEE, LTD.


John Peter Lee, Esq.

JPL/jlr
1134.023382

John Peter Lee, Ltd.
 Attorneys at Law
 830 Las Vegas Blvd South
 Las Vegas, NV 89101
 702-382-4044
 F#702-383-9950

Reza Zandian
 8775 Costa Verde Blvd. #501
 San Diego CA 92122

Page: 1
 07/08/08
 Account No: 1334-023382M
 Statement No: 34017

Optima Technology Corp. adv. Universal Avionics

Interim Statement

Previous Balance \$10,245.26

BALANCE DUE UPON RECEIPT \$10,245.26

Aged Due Amounts					
<u>0-30</u>	<u>31-60</u>	<u>61-90</u>	<u>91-120</u>	<u>121-180</u>	<u>181+</u>
0.00	0.00	0.00	0.63	3,605.94	6,638.69

Billing History					
<u>Fees</u>	<u>Hours</u>	<u>Expenses</u>	<u>Advances</u>	<u>Finance Charge</u>	<u>Payments</u>
12,147.50	40.25	286.82	0.00	0.00	2,189.06

PLEASE REMIT TOTAL DUE \$10,245.26

PATENT LICENSE AND SETTLEMENT AGREEMENT

This Patent License and Settlement Agreement ("Agreement"), dated and effective as of December __, 2007 (the "Effective Date"), is entered into, on the one hand, by Universal Avionics Systems Corporation, an Arizona corporation having its principal place of business at 3260 East Universal Way, Tucson, Arizona 85706 ("Universal"), and Optima Technology Corporation, a California corporation having its principal place of business at _____ ("Optima"). Universal and Optima are individually or collectively hereinafter referred to as "Party" or "Parties."

WITNESSETH

WHEREAS, Optima is the assignee of U.S. Patent Nos. 5,566,073 (the "'073 patent"); 5,904,724 (the "'724 patent"), 5,978,488, 6,337,436 (*see* Exhibit A attached hereto) and provisional Application No. 60/745,111;

WHEREAS, Optima, through its sole Director and Authorized Signatory, Reza Zandian, represents and stipulates that it is the owner of the Optima Patents, as defined below;

WHEREAS, Universal filed a complaint (the "Complaint") against Optima, Optima Technology Group, Inc., Robert Adams and Jed Margolin on or about November 9, 2007 in the United States District Court for the District of Arizona, Civil Action No. 2:07-CV-02192-MHB (the "Litigation"), seeking a declaratory judgment of non-infringement and invalidity of the '073 and '724 patents and asserting claims from breach of contract, unfair competition and negligent interference with prospective economic advantage;

WHEREAS, Optima has yet to file an answer to Universal's Complaint;

WHEREAS, Universal and Optima desire to resolve and settle the Litigation under the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the above premises and the mutual promises and covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I DEFINITION - OPTIMA PATENTS

1.1 "Optima Patents" means U.S. Patent Nos. 5,566,073; 5,904,724; 5,978,488; 6,337,436 and any parents, continuations, continuations-in-part, divisionals, reexaminations, reissue applications or patents, and all foreign counterparts related to such patents as well as provisional application no. 60/745,111.

1.2 "Term" means the duration of this Agreement, as provided for in Article 5.2 below.

**ARTICLE II
PATENT LICENSE GRANT**

- 2.1 Grant of License. Optima grants to Universal a non-exclusive license under the Optima Patents to make, have made, use, sell, offer to sell, import, export, advertise, or otherwise exploit and dispose of the inventions claimed in the Optima Patents.
- 2.2 Warranty. Optima represents and warrants that it has the legal power to extend the rights granted hereto to Universal in connection with the Optima Patents. Optima further represents and warrants that it is the sole and exclusive owner of the Optima Patents.
- 2.3 Third Party Infringement. Optima shall promptly report in writing to Universal during the Term of this Agreement any known infringement or suspected infringement of any of the Optima Patents, and shall provide Universal with all available evidence supporting the infringement and/or suspected infringement. Universal shall have the sole and exclusive right to bring an infringement action or proceeding against any infringing third party. In the event, in Universal's sole discretion, that Universal brings such an action or proceeding, Optima shall cooperate and provide full information and reasonable assistance to Universal and its counsel, at Universal's expense, in connection with any such action or proceeding and agrees to join such action or proceeding as a co-plaintiff if Universal considers Optima to be an indispensable party to said action or proceeding.
- 2.4 Duration. The patent license granted hereunder is fully paid-up and irrevocable, and shall extend for the life of the Optima Patents.

**ARTICLE III
COMPENSATION**

- 3.1 Patent License. The patent license hereunder is granted on a fully paid-up basis and does not require the payment of any royalties.

**ARTICLE IV
ASSISTANCE**

- 4.1 Assistance. During the Term of the Agreement, Universal agrees to provide Optima with cooperation and assistance in Optima's efforts at licensing the Optima Patents to third parties. The Parties agree that they shall share all income received in connection with such licensing activities, with Optima receiving 85% and Universal receiving 15% thereof.

**ARTICLE V
TERM AND TERMINATION**

- 5.1 Term. This Agreement shall be in force until the expiration date of the last of the Optima Patents to expire, unless terminated under the provisions hereof.

**ARTICLE VI
NOTICES**

- 6.1 All notices and statements to be given, and all payments to be made hereunder, shall be made in writing to the respective addresses of the Parties as set forth below unless notification of a change of address is given in writing. Any notice which is posted in the United States and forwarded by registered or certified mail, or mailgram, shall be deemed to have been given at the time it is mailed. Any other form of notice shall be deemed given at the time of receipt.

If to Optima:

Mr. Reza Zandian
Director
Optima Technology Corporation
[ADDRESS]

If to Universal:

Mr. Don D. Berlin
Chief Operating Officer
Universal Avionics Systems Corporation
3260 East Universal Way
Tucson, Arizona 85706

With a copy to:

Scott J. Bornstein, Esq.
Greenberg Traurig, LLP
200 Park Avenue
New York, NY 10166

**ARTICLE VII
NON-INFRINGEMENT OF LICENSED PROPERTY**

- 7.1 The Parties stipulate and agree that no Universal product or process infringes any claim of any Optima Patent.

**ARTICLE VIII
RELEASES**

- 8.1 Optima Releases. Optima, for itself, its successors, and agents, and assigns, releases and forever discharges Universal, its past and present directors, officers, employees, successors, agents, assigns, customers, and other transferees from any and all promises, causes of

action, claims, and demands whatsoever in law or in equity, that have been made by Optima or could have been made by Optima as of the Effective Date of this Agreement, including but not limited to claims arising or to arise out of the any infringement or asserted infringement of the Optima Patents at any time prior to the Effective Date of this Agreement.

ARTICLE IX MISCELLANEOUS

- 9.1 Final Order of Dismissal. The Parties shall execute, or direct their respective counsel to execute on their respective behalves, a final order of dismissal of the Litigation as it relates to the Parties to this Agreement and present the same to the Court for entry. The Parties agree that the Court has jurisdiction over the Parties and shall maintain jurisdiction to enforce the terms of this Agreement. The Court's Stipulation and Order of Dismissal is shown in Exhibit B hereto.
- 9.2 Acknowledgment of the Parties. The Parties hereto acknowledge that their respective entry into this Patent License and Settlement Agreement is their knowing, intentional, free, and voluntary act and that each Party has had the opportunity and has availed itself of that opportunity to receive legal advice in connection with the execution of this Agreement. Each Party hereto acknowledges that it is responsible for its own fees and costs in connection with the Litigation and its termination, including all legal fees and costs.
- 9.3 No Joint Venture. Nothing contained herein shall be construed to place the Parties in the relationship of partners, joint venturers or agents, and the Parties shall have no power or right to obligate or bind one another in any manner whatsoever.
- 9.4 Assignment. The Patent License and Settlement Agreement hereunder and all rights and duties herein are personal to the Parties, and shall not be assigned, mortgaged, sublicensed or otherwise encumbered by either Party or by operation of law, without the other Party's prior written approval, which shall not be unreasonably withheld. Notwithstanding the foregoing, either Party may, without the written consent of the other Party, assign or otherwise transfer its rights under this Agreement as part of the sale, transfer of assets, stock or otherwise, to any one successor to all of its business to which this Agreement relates. Any such future assignment shall preclude the assignee from making any further assignment of rights under this Agreement, except to a single successor to all of the business to which this Agreement relates.
- 9.5 Entire Agreement. This Patent License and Settlement Agreement constitutes the entire agreement and understanding between the Parties and terminates and supersedes any prior agreement or understanding, written or oral, relating to the subject matter hereof. None of the provisions of this Agreement can be waived or modified except in a written document signed by the Parties. There are no representations, promises, agreements, warranties, covenants or undertakings other than those expressly contained in this Agreement. The headings on any paragraph hereof are for convenience purposes only

and shall not be used to construe or affect the meaning or interpretation of this Agreement.

- 9.6 Severability. If any term, provision, covenant or condition of this Agreement is held invalid or unenforceable for any reason, the remaining provisions of this Agreement shall continue in full force and effect as if this Agreement had been executed with the invalid portion eliminated, provided the effectiveness of the remaining portions of this Agreement will not defeat the overall intent of the Parties. In such a situation, the Parties agree, to the extent legal and possible, to incorporate a replacement provision to accomplish the originally intended effect.
- 9.7 Survivorship of Provisions. Notwithstanding the expiration or termination of this Agreement, all rights, obligations and remedies which accrued prior to the termination or expiration hereof shall survive such termination or expiration.
- 9.8 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, taken together, shall constitute one and the same instrument. A signed counterpart may be delivered by facsimile transmission, which shall be effective upon confirmation of receipt, with the manually signed counterpart promptly delivered in the same manner as prescribed for notices under this Agreement.
- 9.9 Confidentiality. The Parties agree that the content of this Agreement will not be published or disclosed to any third party without the other Party's prior written permission.
- 9.10 Governing Law. This Agreement shall be construed in accordance with the laws of the State of Arizona, U.S.A., excluding choice or conflict of laws provisions. All Parties consent to the jurisdiction of the United States District Court for the District of Arizona for the enforcement of this Agreement, and for any dispute involving its alleged breach.
- 9.11 Waiver. If either Party fails to enforce any provision of this Agreement, this is not a waiver of such provision, nor of any other provision of this Agreement. No waiver of any breach of this Agreement is a waiver of any other or subsequent breach.
- 9.12 Draftsmanship. The fact that one of the Parties may have drafted or structured any provision of this Agreement or any document attached as an exhibit hereto shall not be considered in construing the particular provision either in favor of or against such Party.

IN WITNESS WHEREOF, the Parties have executed this Agreement through authorized officers as of the date set forth above.

Universal Avionics Systems Corporation

Optima Technology Corporation

By: _____

[NAME]
[TITLE]

By: _____

[NAME]
[TITLE]

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF ARIZONA

UNIVERSAL AVIONICS SYSTEMS
CORPORATION,

Plaintiff,

v.

OPTIMA TECHNOLOGY GROUP, INC.,
OPTIMA TECHNOLOGY
CORPORATION, ROBERT ADAMS and
JED MARGOLIN,

Defendants.

Civil Action No. 2:07-CV-02192-MHB

STIPULATION AND ORDER OF DISMISSAL

Pursuant to a Patent License and Settlement Agreement entered into by Plaintiff Universal Avionics Systems Corporation and Defendant Optima Technology Corporation, and without any admission or concession as to the merits of the claims asserted, Plaintiff Universal Avionics Systems Corporation and Defendant Optima Technology Corporation hereby stipulate to the dismissal of this action, with prejudice, each party to bear its own costs and attorneys' fees. This Stipulation and Order of Dismissal has no effect whatsoever on the pending action between Plaintiff Universal Avionics Systems Corporation and the remaining Defendants in the case, Optima Technology Group, Robert Adams and Jed Margolin.

UNIVERSAL AVIONICS
SYSTEMS CORPORATION

OPTIMA TECHNOLOGY CORPORATION

E. Jeffrey Walsh
GREENBERG TRAUERIG, LLP
Suite 700
2375 East Camelback Road
Phoenix, Arizona 85016

Reza Zandian (*pro se*)

Scott J. Bornstein
Paul J. Sutton
Allan A. Kassenoff
GREENBERG TRAUERIG, LLP
200 Park Avenue, 34th Floor
MetLife Building
New York, NY 10166

Signed this ___ day of December 2007.

UNITED STATES DISTRICT JUDGE

Issued by the
UNITED STATES DISTRICT COURT

Southern

DISTRICT OF

California

UNDERLYING ACTION IDENTIFIED BELOW

UNIVERSAL AVIONICS SYSTEMS CORPORATION

vs.

OPTIMA TECHNOLOGY GROUP, INC.,
OPTIMA TECHNOLOGY CORPORATION
and JED MARGOLIN

SUBPOENA IN A CIVIL CASE
No. CV-00588-RCC
United States District Court for the
District of Arizona

TO: Reza Zandian
8775 Costa Verde Blvd., #501
San Diego, California 92122

YOU ARE COMMANDED to appear in the United States District Court at the place, date, and time specified below to testify in the above case.

PLACE OF TESTIMONY	COURTROOM
	DATE AND TIME

YOU ARE COMMANDED to appear at the place, date and time specified below to testify at the taking of a deposition in the above case.

PLACE OF DEPOSITION Greenberg Traurig, LLP, 2450 Colorado Avenue, Suite 400 East, Santa Monica, CA 90404	DATE AND TIME August 6, 2008
--	---------------------------------

YOU ARE COMMANDED to produce and permit inspection and copying of the following documents or objects at the place, date, and time specified below (list documents or objects):


See Schedule A

PLACE Greenberg Traurig, LLP, 2450 Colorado Avenue, Suite 400 East, Santa Monica, CA 90404	DATE AND TIME July 17, 2008
--	--------------------------------

YOU ARE COMMANDED to permit inspection of the following premises at the date and time specified below.

PREMISES	DATE AND TIME
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Any organization not a party to this suit that is subpoenaed for the taking of a deposition shall designate one or more officers, directors, or managing agents, or other persons who consent to testify on its behalf with respect to the Subject Matter set forth in Exhibit A, attached hereto, and may set forth, for each person designated, the particular matters set forth in Exhibit A on which the person will testify. Federal Rules of Civil Procedure, 30(b)(6)

ISSUING OFFICER SIGNATURE AND TITLE  Attorney for Universal Avionics System Corporation	DATE June 30, 2008
--	-----------------------

ISSUING OFFICER'S NAME, ADDRESS AND PHONE NUMBER

Allan A. Kassenoff
Greenberg Traurig, LLP, 200 Park Avenue, New York, NY 10166, Phone (212) 801-2157

PROOF OF SERVICE

DATE

PLACE

SERVED ON (PRINT NAME)

MANNER OF SERVICE

SERVED BY (PRINT NAME)

TITLE

DECLARATION OF SERVER

I declare under penalty of perjury under the laws of the United States of America that the foregoing information contained in the Proof of Service is true and correct.

Executed on _____

DATE

SIGNATURE OF SERVER _____

ADDRESS OF SERVER _____

Rule 45, Federal Rules of Civil Procedure, Parts (c), (d) & (e):

(c) Protecting a Person Subject to a Subpoena.

(1) **Avoiding Undue Burden or Expense; Sanctions.** A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The issuing court must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) *Appearance Not Required.* A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) *Objections.* A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the issuing court for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) *When Required.* On timely motion, the issuing court must quash or modify a subpoena that:

(i) fails to allow a reasonable time to comply;

(ii) requires a person who is neither a party nor a party's officer to travel more than 100 miles from where that person resides, is employed, or regularly transacts business in person — except that, subject to Rule 45(c)(3)(B)(iii), the person may be commanded to attend a trial by traveling from any such place within the state where the trial is held;

(iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) *When Permitted.* To protect a person subject to or affected by a subpoena, the issuing court may, on motion, quash or modify the subpoena if it requires:

(i) disclosing a trade secret or other confidential research, development, or commercial information;

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party; or

(iii) a person who is neither a party nor a party's officer to incur substantial expense to travel more than 100 miles to attend trial.

(C) *Specifying Conditions as an Alternative.* In the circumstances described in Rule 45(c)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

(i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and

(ii) ensures that the subpoenaed person will be reasonably compensated.

(d) Duties in Responding to Subpoena.

(1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:

(A) Documents. A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) Form for Producing Electronically Stored Information Not Specified. If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) Electronically Stored Information Produced in Only One Form. The person responding need not produce the same electronically stored information in more than one form.

(D) Inaccessible Electronically Stored Information. The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) Information Withheld. A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

(i) expressly make the claim; and

(ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) Information Produced. If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information to the court under seal for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

(c) Contempt. The issuing court may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena. A nonparty's failure to obey must be excused if the subpoena purports to require the nonparty to attend or produce at a place outside the limits of Rule 45(c)(3)(A)(ii).

SCHEDULE A

Definitions

1. "Zandian," "your" and "you" shall mean Reza Zandian.
2. "Universal" shall mean Universal Avionics Systems Corporation.
3. "OTG" shall mean Optima Technology Group, Inc.
4. "OTC" shall mean Optima Technology Corporation.
5. "Adams" shall mean Robert Adams, the current President and Chief Executive Officer of Optima Technology Group, Inc.
6. "Margolin" shall mean Jed Margolin, the named inventor of U.S. Patent Nos. 5,566,073 and 5,904,724.
7. "Patents-in-Suit" shall mean U.S. Patent No. 5,566,073 and U.S. Patent No. 5,904,724.
8. The term "Accused Products" shall mean Universal's Vision-1, UNS-1 and Terrain Awareness and Warning Systems products.
9. The term "document" shall have the widest meaning accorded to it under FED. R. Civ. P. 45, including without limitation, electronic or computerized data compilations. A draft or non-identical copy is a separate document within the meaning of this term.
10. The terms "relate" and "refer" are used in their broadest possible sense and include all matters comprising, constituting, containing, concerning, embodying, reflecting, involving, discussing, describing, analyzing, identifying, stating, dealing with, or in any way pertaining to, using for each request whichever definition makes the request most inclusive.
11. "Person" means: (a) any natural person or individual or (b) any entity, whether business, legal, governmental, or other, regardless of purpose and regardless of whether or not

for profit, including, but not limited to, any corporation, partnership, sole proprietorship, organization, club, committee, joint venture, foreign corporation or foreign entity, or any associate, general partner, limited partner, employee, subsidiary, parent, or other affiliate of any such entity.

12. The terms "and" and "or" shall each be construed disjunctively or conjunctively as necessary in order to bring within the scope of the request all responses that might otherwise be construed to be outside its scope.

13. As used herein, the singular form of a noun or a pronoun shall be considered to include within its meaning the plural form of a noun or a pronoun so used, and vice versa; the use of the masculine form of a pronoun shall be considered to include also within its meaning the feminine form of the pronoun so used, and vice versa; the use of any tense of any verb shall be considered to include within its meaning all other tenses of the verb so used.

Specific Requests

1. All documents that relate or refer to Adams' previous employment with OTC, including but not limited to documents relating to Adams' role and responsibilities at OTC.
2. All documents that relate or refer to your role and responsibilities at OTC.
3. All documents that relate or refer to your relationship with OTG.
4. All documents that relate or refer to OTC's relationship with OTG.
5. All documents that constitute, relate or refer to any communications between you and Adams.
6. All documents that constitute, relate or refer to any communications between you and OTG.

7. All documents that constitute, relate or refer to any communications between you and Margolin.

8. All documents that constitute, relate or refer to any communications between OTC and Adams.

9. All documents that constitute, relate or refer to any communications between OTC and OTG.

10. All documents that constitute, relate or refer to any communications between OTC and Margolin.

11. All documents that relate or refer to the ownership of either or both of the Patents-in-Suit.

12. All documents that relate or refer to OTC's purported ownership of either or both of the Patents-in-Suit.

13. All documents that constitute, relate or refer to the notice of recordation of assignment filed with the United States Patent and Trademark Office indicating that Margolin assigned the Patents-in-Suit to OTC.

14. All documents that constitute, relate or refer to any instance in which you or OTC has licensed, sold, attempted to license or attempted to sell either or both of the Patents-in-Suit.

15. All documents that constitute, relate or refer to any instance in which you or OTC has threatened to file or filed a lawsuit seeking to enforce either or both of the Patents-in-Suit.

16. All documents that constitute, relate or refer to any communications between you and any third party regarding: (i) the Patents-in-Suit; (ii) the validity and/or enforceability of the Patents-in-Suit; (iii) the meaning or scope of the claims of the Patents-in-Suit; (iv) alleged infringement of the Patents-in-Suit; and/or (v) ownership of the Patents-in-Suit.

17. All documents that constitute, relate or refer to any opinion of counsel (oral or written) regarding the validity, invalidity, infringement, non-infringement, enforceability, lack of enforceability or scope of any of the claims of the Patents-in-Suit, including without limitation, documents sufficient to identify the date, speaker, author and all recipients of such opinions or advice.

18. All documents that constitute, relate or refer to Universal and/or the Accused Products.

19. All documents that constitute, relate or refer to any representations that Adams, OTG and/or Margolin made to you regarding OTG's discussions with Universal.

20. All documents that constitute, relate or refer to any legal action or proceeding instituted by you or any company with whom you were associated against OTG, Adams or Margolin.