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SENT VIA EMAIL ONLY

Mark F. Warzecha, Esq.
Wilderman Malek, PL
1990 W. New Haven Avenue
Second Floor
Melbourne, FL 32904
Email: MFW@USLegalTeam.com

**Re: Sea Swivel’s Intellectual Property Rights
Cease and Desist to ShuttleSlide as to the “SS-7.5R Rotating Mount”
and “SS-9.5R Rotating Mount”**

Dear Mr. Warzecha:

The undersigned and the law firm of EPGD represent SEA SWIVEL INC (“Sea Swivel”) in connection with its intellectual property litigation matters. This letter follows up on Mr. Anthony Bruno’s cease and desist letter, to which your office responded on April 18, 2025. Since then, neither Mr. Bruno nor Sea Swivel has received any further communication from your client regarding ShuttleSlide’s infringement. Please consider this letter Sea Swivel’s final formal demand to cease and desist.

As you know, Sea Swivel markets and sells the Sea Swivel motor mount and is the owner of U.S. Patent No. 12,258,111, entitled *Swivel mounts for attaching and maneuvering accessories over the gunnel of a boat or any other mounting surface* (the “Sea Swivel Patent” or the “Patent”). A copy of the Sea Swivel Patent is enclosed as **Exhibit “A”** and fully incorporated by reference herein.

Sea Swivel has invested significant time, resources, and capital into developing its products and intellectual property, earning a reputation for innovation and top-quality manufacturing. The Sea Swivel Patent exists to protect these advancements from unauthorized use—precisely the kind of misuse ShuttleSlide is attempting with its offering of the SS Rotating Trolling Motor Mount¹.

The *Sea Swivel Patent* is comprised of a swivel mount disposed above an upward surface of the boat gunnel comprising of and among other things, the following:

¹ See, ShuttleSlide’s Offerings of the SS Rotating Mounts: <https://shuttleslide.com/product/ss-7-5r/>; <https://shuttleslide.com/product/ss-9-5r-rotating-mount/>.

- a) a swivel mount, comprising: **an elongated mounting plate comprising first and second opposing faces** spaced apart by one or more peripheral sidewalls; **a support plate comprising first and second opposing faces** spaced apart by one or more peripheral sidewalls, wherein the **support plate has a length less than or equal to half a length of the elongated mounting plate**; and **a swivel element, wherein the swivel mount is configured for the elongated mounting plate, the support plate, and swivel element to be coupled together such that: the first faces of the support plate and the elongated mounting plate are parallel; the swivel element, the support plate, and the elongated mounting plate at least partially overlap each other; and the swivel element is arranged such that the elongated mounting plate is able to swivel about an axis that is perpendicular to and passing through the first face of the elongated mounting plate at a point spaced from a widthwise center line of the elongated mounting plate; and**
- b) wherein the swivel mount comprises a support member fastened to the upward facing **surface of the gunnel via one or more bolts or screws through the upward facing surface of the gunnel**; and a **trolling motor mounting bracket coupled to an upward facing surface of the mounting member.**

It has come to our attention that ShuttleSlide is infringing upon certain claims of *Sea Swivel Patent* in violation of Section 27 of the Patent Act. Specifically, without authority of Sea Swivel, ShuttleSlide is directly utilizing and infringing upon Sea Swivel's exclusive proprietary and patent rights through its offer and utilization of the SS-7.5R and SS-9.5R Rotating Mounts ("SS Rotating Mounts"). ShuttleSlide's utilization of the SS Rotating Mounts is a commercialization and direct infringement of *Sea Swivel's Patent*—particularly Sea Swivel's primary use as a trolling motor mount device capable of rotating while mounted to the upward gunnel of the boat.

Patent infringement is a serious matter, and Sea Swivel expects third parties such as ShuttleSlide to respect Sea Swivel's patent rights. As ShuttleSlide had been previously placed on notice via Sea Swivel's demand dated March 31, 2025, the extent and context of ShuttleSlide's activities clearly establish that the infringement of the *Sea Swivel Patent* is willful. As such, ShuttleSlide may be liable for enhanced damages and attorneys' fees incurred by Sea Swivel to enforce its rights. Attached hereto as **Exhibit "B"** is Sea Swivel's claim chart depicting specific and direct infringements between the *Sea Swivel Patent* and the SS Rotating Mounts.

Whoever infringes a patent is in violation of Federal Law, United States Code Title 35, Section 271, and subject to suit in Federal Court. 35 United States Code Section 281. The Court has the power to issue an injunction (35 U.S.C. 283) shutting down any sales of infringing product and award damages to the patent owner in an amount that is no less than a reasonable royalty (35 U.S.C. 284). In the case of willful infringement, the Court is authorized by statute to treble the actual damages amount and even require the infringer to pay the patent owner's attorney fees. Such fees can actually exceed the total infringement damages in the event of small total sales volume.

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Furthermore, ShuttleSlide shall also be aware of 15 U.S.C. 1125 (Section 43 of the Lanham Act) which prohibits deceptive and false representations and advertising. Shuttle Slide's advertising claims related to the SS Rotating Mounts expose it to the risk of heavy penalties including, but not limited to, monetary damages, punitive damages, treble damages, award of attorneys' fees, and injunctive relief, all distinct from the remedies available for patent infringement. This is even more true when ShuttleSlide has already been placed on notice when

Accordingly, regarding the Patent, Sea Swivel therefore demands that ShuttleSlide immediately cease its infringing activities by discontinuing the utilization and commercialization without authorization of Sea Swivel's patent via the SS Rotating Mounts or any other variant and desists from such infringing activity now and in the future and comply with Sea Swivel's requirements as set out in its Patent and this letter. In addition, Sea Swivel demands that ShuttleSlide provide Sea Swivel with sufficient information to determine the extent of ShuttleSlide's infringement, including all proceeds derived therefrom, and suitable damages for the infringement. Furthermore, Sea Swivel demands that ShuttleSlide promptly provide Sea Swivel with written confirmation that ShuttleSlide will comply with these demands.

ShuttleSlide is specifically advised that any failure or delay in complying with these demands may compound the damages for which ShuttleSlide may be liable. If Sea Swivel does not receive a satisfactory written response to these demands by the close of business **(5:00 p.m. EST) on Monday July 7, 2025**, Sea Swivel is prepared to take any and all necessary steps, at law and in equity, to protect its valuable intellectual property rights, without further notice to ShuttleSlide, including the filing of an action and seeking an emergency injunction against ShuttleSlide to prevent imminent harm and irreparably injury towards Sea Swivel.

Nothing in this letter shall be construed to constitute an express or implied waiver of any rights or remedies that Sea Swivel may have or hereafter obtain in connection with this matter, all of which are hereby expressly reserved. In addition to the aforementioned, allow for this letter to serve as notice that you are not to destroy, conceal or alter any electronic data or communications procured in relation to this matter, including, but not limited to, emails, correspondence, and any and all forms of communication. As you know, your failure to comply with this notice can result in severe sanctions being imposed by the Court for the spoliation of evidence or potential evidence.

We trust that you will comply with the requests set forth above, including your written confirmation as set forth herein.

Sincerely,

/s/ Albert D. Sabater

For the Firm

Enclosures:
U.S. Patent No. 12,258,111

EXHIBIT M