

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA  
MIAMI DIVISION

CASE NO. 25-CV-23581-RKA

SEA SWIVEL INC, a Florida Corporation,

Plaintiff,

v.

RHODAN MARINE SYSTEMS OF  
FLORIDA, LLC, et al.,

Defendants.

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**DECLARATION OF MARK BERTA IN SUPPORT OF SEA SWIVEL, INC.'S  
MOTION FOR PRELIMINARY INJUNCTION AGAINST DEFENDANTS**

I, Mark Berta, hereby declare as follows:

1. I am over the age of 18 and fully competent to make this declaration. I have personal knowledge of the matters stated within this declaration and if called and sworn as a witness, I could and would competently testify thereto, under oath.

2. This declaration is based upon my personal knowledge of the facts stated herein or on the business records that were made at the time or in the regular course of business. If called as a witness, I could and would testify to the statements made herein.

3. I am president of SEA SWIVEL INC., and the inventor of the patented Sea Swivel, for which Billet Industries, Inc., is an exclusive worldwide manufacturer. The patented Sea Swivel was an engineered rotating trolling motor mount that gives one complete lateral control over a trolling motor—no need to remove it from the deck. Effortlessly redirect thrust or stow your motor, all without the hassle of detaching or disassembling anything. The Sea Swivel can handle even the heaviest and largest trolling motors on the market.

4. Due to the success of the Sea Swivel trolling motor mount, several of the biggest distributors and retailers, including CWR Wholesale Electronics, West Marine, Wintron Electronics Wholesale, Boat Outfitters, and Port Supply market and sell the Sea Swivel.

#### **FACTUAL BACKGROUND**

5. Since 2023, Sea Swivel Inc. has focused on innovating a suite of marine trolling motor accessories including its flagship innovation, the Sea Swivel, which is the first heavy-duty, fully adjustable mount of its kind. With this breakthrough, Sea Swivel has raised the bar for performance, design, and safety, setting a new benchmark for anglers everywhere. A picture of the Sea Swivel trolling mount is below:



6. Through innovation, attention to product quality and ongoing adherence to customer satisfaction, the Sea Swivel has developed significant brand recognition and goodwill among the marine industry customers and generated a meaningful reputation for quality and value.

7. The Sea Swivel is proudly used and endorsed by some of the biggest names in the angling industry including Capt. Nick Stanczyk of Stanz Fishing, Viktor Hluben from Landshark Outdoors, and Capt. Mike Genoun of Florida Sport Fishing, all of which have produced countless videos featuring the Sea Swivel with well over 1-million views, respectively.

8. To build its goodwill and generate its reputation, Sea Swivel Inc.-a small business-invested an enormous amount of time, effort, and money. In addition to countless hours spent creating, developing, and fine-tuning the Sea Swivel. It has devoted time and effort to implementing quality controls and to providing prompt and courteous customer service. And over the past 3 years, Sea Swivel Inc. invested more than \$500,000.00 in marketing and advertising through many channels, including YouTube, and social media marketing.

9. To date, I have personally expended more than \$500,000.00 into researching, developing, marketing, advertising, and patenting the Sea Swivel. Sea Swivel Inc. has expended substantial time, money, and other resources advertising and otherwise promoting the Sea Swivel, which utilizes certain features and methods set out in portions of the Sea Swivel Patent. I am informed and believe that, as a result, the Sea Swivel is widely recognized and exclusively associated by customers, the public, and the trade as being the leading Trolling Motor Mount in the world.

10. While Sea Swivel Inc. maintains its eCommerce website to sell its products, roughly 80% of Sea Swivel Inc.'s revenue is generated through its commercial distribution and OEM purchases. The majority of Sea Swivel Inc.'s revenue is derived from the same sources from which the Defendants are now selling their Infringing Products in direct competition with the Sea Swivel.

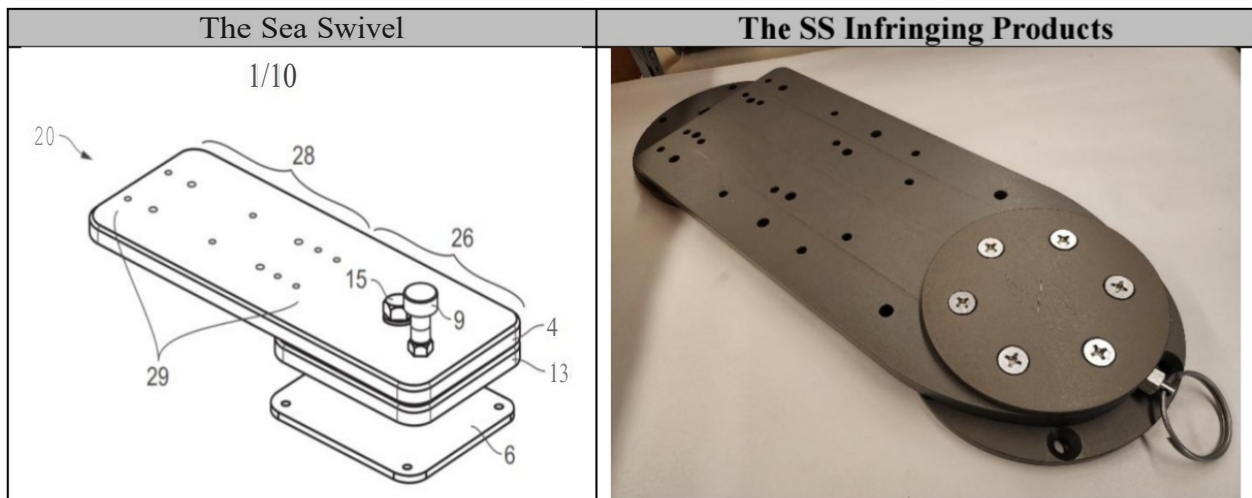
11. Sea Swivel Inc. has obtained U.S. Patent No. 12,258,111 (the "'111 Patent" or "Sea Swivel Patent"). The Sea Swivel Patent is valid, and in full force and effect.

12. I am the sole inventor on the '111 Patent.

### SHUTTLESLIDE'S ACCUSED PRODUCTS

13. Shuttleslide LLC ("Shuttleslide") sells two (2) infringing products — the SS.7.5R and the SS9.5R trolling motor mounts (collectively "SS Infringing Products").

14. To show how close Shuttleslide's Infringing Products resemble, including the functionality of the Sea Swivel, I provide photos of the two products side-by-side below. The SS Infringing Products are priced between \$749.99 and \$799.99 which undercuts the comparable patented Sea Swivel mount price of \$1,099.99 and presents to be a head-to-head competitor.



15. In addition to eCommerce websites, I recently became aware that Shuttleslide's Infringing Products are now being sold through one of the largest distributors in the automotive industry and marine industry—Keystone Automotive through its marine section, SeaWide (the "Mass Keystone Distribution Agreement"). SeaWide claims to have the largest network in the Marine Aftermarket. Below is a screenshot from Keystone's website claiming their nationwide reach.

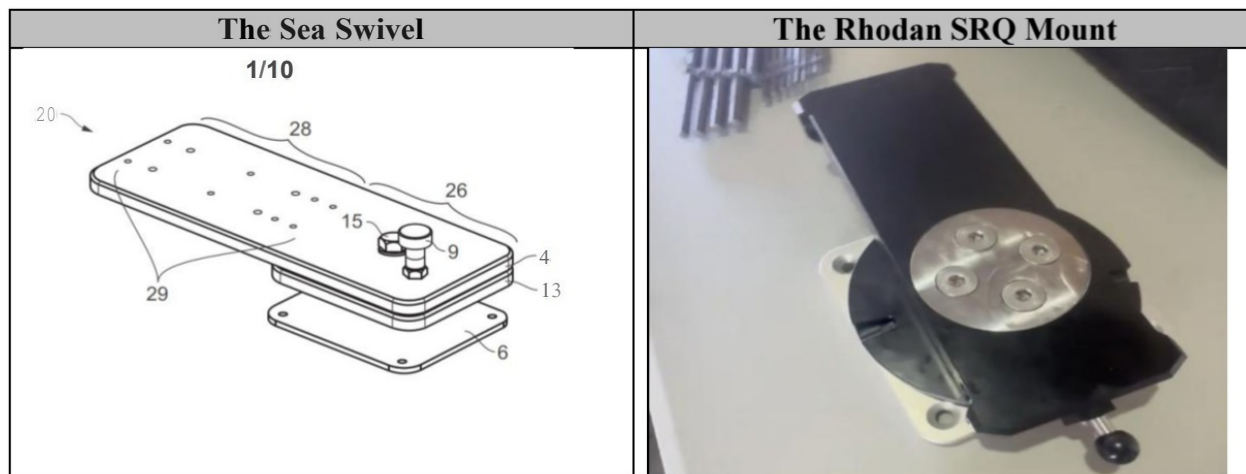


19. ShuttleSlide's Infringing Products capitalize on the key features of the Sea Swivel which are protected by the Sea Swivel Patent.

**RHODAN'S ACCUSED PRODUCT**

20. Rhodan Marine Systems of Florida, LLC ("Rhodan") sells its infringing product—the SRQ Bracket trolling motor mounts ("Rhodan's Infringing Product" or "SRQ Bracket").

21. To show how close Rhodan's Infringing Product resembles, including the functionality of the Sea Swivel, I provide below screenshots of the two products side-by-side. The SRQ Bracket is priced at \$499.99 which undercuts the comparable patented Sea Swivel mount price of \$1,099.99 and presents to be a head-to-head competitor with the Sea Swivel.



22. Through Rhodan's eCommerce website, and through its distributors that it identifies as a "patent pending SRQ Mount continues that tradition of innovation by being the first device to provide slide, rotation, and quick-release functionality in a single mount.

23. Although Rhodan appears to have removed the SRQ Bracket from its website, multiple distributors—including Hodges Marine, NVM Marine, and Clinch River Fishing USA—continue to offer the SRQ Mount for sale. In the absence of an injunction, there is a significant risk

that Rhodan will resume listing the SRQ Bracket on its eCommerce website and continue its distribution.

24. As shown in the pictures above, both the Sea Swivel and Rhodan's Infringing Product function the same way by permitting a trolling motor to swivel upon an axis.

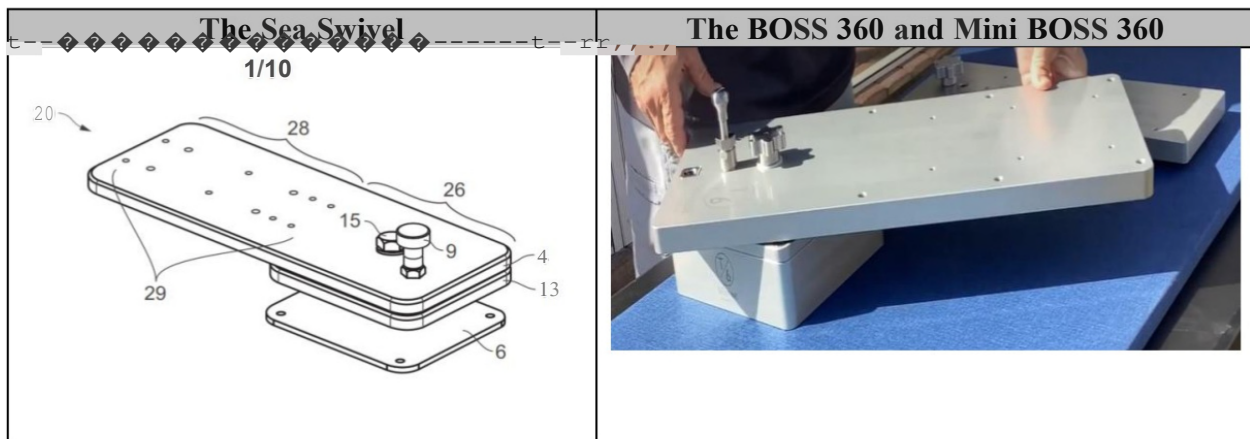
25. Rhodan's own website states its SRQ Bracket is the first device to provide slide, rotation, and quick-release functionality in a single mount.

26. Rhodan's SRQ Bracket capitalizes on the key features of the Sea Swivel which are protected by the Sea Swivel Patent.

### T/6 MARINE'S ACCUSED PRODUCTS

27. Dream Machine & Prototyping, LLC d/b/a T/6 Marine ("T/6 Marine") sells its infringing products—the BOSS 360 and Mini BOSS 360 (collectively, "T/6's Infringing Products").

28. To show how close T/6's Infringing Products resemble, including the functionality of the Sea Swivel, I provide photos of the two products side-by-side below. T/6's Infringing Products are priced between \$1,249-\$1,279.00, which is comparable in price to the patented Sea Swivel mount price of \$1,099.99 and presents to be a head-to-head competitor with the Sea Swivel.



29. Through T/6 Marine's eCommerce website, it sells the T/6 Infringing Products the BOSS 360 and Mini BOSS 360, along with various marine retailers including, but not limited to Fish Tale Boats, in Lee County, Florida.

30. As shown in the pictures above, both the Sea Swivel and T/6's Infringing Products not only function *identically* to the patented Sea Swivel but also resemble the actual appearance of the Sea Swivel.

31. T/6 Marine's own website states its Infringing Products are the "ultimate 360 rotating quick release trolling motor mount designed for precision and convenience." This is the key feature of the Sea Swivel.

32. Hence, T/6's Infringing Products capitalize on the key features of the Sea Swivel which are protected by the Sea Swivel Patent.

#### **HARMS CAUSED BY SHUTTLESLIDE**

33. Shuttleslide's Infringing Products compete directly with the patented Sea Swivel on its eCommerce website and through its distributors and other retailers-where Sea Swivel Inc. derives 80% of its revenues. In conjunction with the Mass Keystone Distribution Agreement, Shuttleslide's Infringing Products have caused Sea Swivel Inc. to lose revenue and market share and will continue to do so if these sales are not stopped.

34. Shuttleslide has blatantly copied the patented features of the Sea Swivel, particularly using the "swiveling" feature to describe Shuttleslide's Infringing Products. The copying of these elements is an apparent effort to benefit from the goodwill and reputation that has taken Sea Swivel over almost three years to build.

35. As mentioned above, depending on which product one buys, the price of Shuttleslide's Infringing Products undercuts the Sea Swivel's pricing by 20% to 25%.

**a. Shuttleslide's Patent Infringement is Eroding Sea Swivel's Goodwill and Reputation.**

36. Shuttleslide promotes the Shuttleslide Infringing Products by exploiting the marine industry market niche that Sea Swivel Inc. created with the patented design embodied in the Sea Swivel. Shuttleslide has exploited this market niche by appropriating Sea Swivel's patented design, designing virtually a carbon copy of the Sea Swivel, using a similar description, and describing Shuttleslide's Infringing Products' ability to swivel, directly harming Sea Swivel Inc.'s reputation on the marketplace.

37. For instance, on or around July 6, 2025, I received a customer support call from someone frustrated with his trolling motor mount. After several minutes spent diagnosing the issue, the customer revealed that his mount was a "Shuttleslide," not a Sea Swivel. Because Shuttleslide aggressively markets its product using the same language as the Sea Swivel, many customers conflate the two products and fail to recognize the significant differences. In this case, the customer assumed he purchased a Sea Swivel. This ongoing confusion directly damages Sea Swivel Inc.'s reputation for true innovation and erodes the market recognition earned by our patented, industry-leading trolling motor mount.

**b. Shuttleslide's has Demonstrated Intentional and Reckless Disregard Pre-suit and during this Action.**

38. On or around October 7, 2025, Horacio Longoria from Billet Industries, and Sea Swivel's manufacturer and builder, notified me that Shuttleslide, through its owner, Russell Taylor approached them during recent boat show seeking proprietary and trade secret information related to the Sea Swivel.

39. I am concerned that Shuttleslide's actions were intended to seek information related to manufacturing process and details that are only known to Sea Swivel and Billet Industries.

Moreover, should Shuttleslide require third-party information it should be done in this action where certain safeguards are in place with disclosing any proprietary information (if so required).

40. Shuttleslide's actions demonstrate an urgent need to prevent further harm to Sea Swivel. Unless Shuttleslide is enjoined from selling the SS Infringing Products in violation of the '111 Patent, Sea Swivel will continue to suffer irreparable harm that cannot be adequately remedied by monetary damages alone.

#### HARMS CAUSED BY RHODAN

41. Rhodan's Infringing Product competes directly with the patented Sea Swivel on its eCommerce website and through its distributors and other retailers-where Sea Swivel Inc. derives 80% of its revenues. In conjunction with Rhodan's established reach through its flagship trolling motor clientele exposure, the SRQ Bracket has caused Sea Swivel Inc., to lose revenue and market share and will continue to do so if these sales are not stopped.

42. Rhodan has blatantly copied the patented features of the Sea Swivel, particularly using the "swiveling" feature to describe the SRQ Bracket. The copying of these elements is an apparent effort to benefit from the goodwill and reputation that has taken Sea Swivel over almost three years to build.

43. As mentioned above, the price of Rhodan's Infringing Product undercuts the Sea Swivel's price by slightly over 50%.

a. **Rhodan's Patent Infringement is Eroding Sea Swivel's Goodwill and Reputation.**

44. Rhodan promotes the SRQ Mount by exploiting the marine industry market niche that Sea Swivel Inc. created with the patented design embodied in the Sea Swivel. Rhodan has exploited this market niche by appropriating Sea Swivel's patented design, designing virtually a

carbon copy of the Sea Swivel, using a similar description, and describing SRQ Bracket's ability to swivel, directly harming Sea Swivel Inc.'s reputation on the marketplace.

### **HARMS CAUSED BY T/6 MARINE**

45. T/6 Marine's Infringing Products compete directly with the patented Sea Swivel on its eCommerce website and through its distributors and other retailers-where Sea Swivel Inc. derives 80% of its revenues. T/6's Infringing Products have caused Sea Swivel Inc., to lose revenue and market share and will continue to do so if these sales are not stopped.

46. T/6 Marine has blatantly copied the patented features of the Sea Swivel, particularly using the "swiveling" feature to describe the T/6 Infringing Products. The copying of these elements is an apparent effort to benefit from the goodwill and reputation that has taken Sea Swivel over almost three years to build.

47. As mentioned above, the price of T/6's Infringing Products is comparable to the Sea Swivel's price. Hence, the pricing of T/6's Infringing Products force Sea Swivel to compete with its own stolen patent design.

#### **a. T/6 Marine's Patent Infringement is Eroding Sea Swivel's Goodwill and Reputation.**

48. T/6 Marine promotes its Infringing Products by exploiting the marine industry market niche that Sea Swivel Inc. created with the patented design embodied in the Sea Swivel. T/6 Marine has exploited this market niche by appropriating Sea Swivel's patented design, designing virtually a carbon copy of the Sea Swivel, using a similar description, and describing the T/6 Infringing Product's ability to swivel, directly harming Sea Swivel Inc.'s reputation on the marketplace. Moreover, to a common user T/6's Infringing Products appear strikingly similar to the Sea Swivel.

## HARMS CAUSE BY ALL DEFENDANTS

a. The Patent's Value to Sea Swivel is the Right to Market Exclusivity.

49. Sea Swivel Inc. has never licensed the '111 Patent and has no intention to do so in the future. The only value that Sea Swivel Inc. realizes from the '111. Patent (and the other U.S. and foreign patents in its intellectual property portfolio) is the right to prevent competitors like Shuttleslide from appropriating the patented Sea Swivel features and forcing Sea Swivel to compete against its own invention.

b. Non-Compensable Harm

50. My understanding is that Infringers often argue against preliminary injunctions claiming all the harms experienced by the patentee can be compensated for with monetary damages.

51. Here, however, Defendants, Shuttleslide, Rhodan, and T6 (collectively "Defendants") are harming Sea Swivel by diverting valuable (and severely limited) corporate time, resources, and energy. I run Sea Swivel with the assistance of my wife- that's the team. We are small business. Aside from the financial strain from litigating against Defendants, this litigation is a tremendous distraction and burden on my small company.

52. In the time that my wife and I spend litigating against infringers like Defendants, we could be growing our business, expanding into new marketplaces beyond the U.S., Canada, Mexico, South America, inventing new product features and variations to be patented and ultimately sold, expanding our distribution to traditional retail (*i.e.*, brick and mortar stores in the Florida keys), and dealing with suppliers and supply chain issues, etc.

53. As long as Defendants' infringement persists unabated, legal expenses may be recouped in part, but my lost management time is not compensable and is gone forever.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on October 16, 2025.



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MARK.BERTA