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#### Claim 2-Tortious Interference With Contract (Against All Defendants)

- 25. Paragraphs 1-24 of the Complaint set forth above are incorporated herein by reference.
- 26. Mr. Margolin was a party to a valid contract with OTG for the payment of royalties based on the license of the '073 and '724 Patents.
  - 27. Defendants were aware of Mr. Margolin's contract with OTG.
- 28. Defendants committed intentional acts intended and designed to disrupt and interfere with the contractual relationship between Mr. Margolin and OTG.
- 29. As a result of the acts of Defendants, Mr. Margolin's contract with OTG was actually interfered with and disrupted.
- 30. As a direct and proximate result of the Defendants' tortious interference with contract, Mr. Margolin has suffered damages in excess of ten thousand dollars (\$10,000), entitling him to the relief set forth below.

## Claim 3 Intentional Interference with Prospective Economic Advantage (Against All Defendants)

- 31. Paragraphs 1-30 of the Complaint set forth above are incorporated herein by reference.
- 32. Defendants were aware of Mr. Margolin's prospective business relations with licensees of the Patents.
- 33. Defendants purposely, willfully and improperly attempted to induce Mr.

  Margolin's prospective licensees to refrain from engaging in business with Mr. Margolin.
- 34. The foregoing actions by Defendants interfered with the business relationships of Mr. Margolin, and were done intentionally and occurred without consent or authority of Mr. Margolin.
- 35. As a direct and proximate result of the Defendants' tortious interference, Mr. Margolin has suffered damages in excess of ten thousand dollars (\$10,000), entitling him to the relief set forth below.