

In the
United States Court of Appeals
For the Fifth Circuit

No. 13-10120

In the Matter of
ONDOVA LIMITED COMPANY
Debtor

PETFINDERS, L.L.C.;
NOVO POINT, L.L.C.,
Appellants

v.

CHAPTER 11 TRUSTEE
DANIEL J. SHERMAN,
Appellee

From the United States District Court Northern District of Texas, Dallas Division
Civil Action No. 3:12-cv-00387-F

Cons. w/13-10121
In the Matter of
ONDOVA LIMITED COMPANY
Debtor

JEFFREY BARON,
Appellant

v.

DANIEL J. SHERMAN,
Appellee

From the United States District Court Northern District of Texas, Dallas Division
Civil Action No. 3:12-cv-00367-F

Cons. w/13-10122
In the Matter of
ONDOVA LIMITED COMPANY
Debtor

GARY N. SCHEPPS;
NOVO POINT, L.L.C.,
Appellants

v.

DANIEL J. SHERMAN,
Chapter 11 Trustee,
Appellee

From the United States District Court Northern District of Texas, Dallas Division
Civil Action No. 3:12-cv-00416-F

On appeal from
The United States Bankruptcy Court
Northern District of Texas, Dallas Division
Bankruptcy Petition No. 09-34784-sgj11

**APPENDIX CONTAINING EXHIBITS AND RECORD EXCERPTS
FOR TRUSTEE DANIEL J. SHERMAN**

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TAB 1



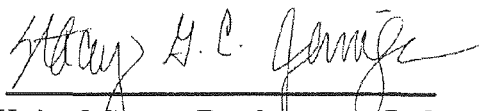
U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS

ENTERED

TAWANA C. MARSHALL, CLERK
THE DATE OF ENTRY IS
ON THE COURT'S DOCKET

The following constitutes the ruling of the court and has the force and effect therein described.

Signed June 26, 2013


United States Bankruptcy Judge

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

IN RE: §
§
Jeffrey Baron, § Bankruptcy Case No.
§ 12-37921-SGJ-7
Alleged Debtor. §

FINDINGS OF FACT AND CONCLUSIONS OF LAW IN SUPPORT OF ORDER FOR
RELIEF ON INVOLUNTARY BANKRUPTCY PETITION

On June 17-18, 2013, this bankruptcy court held an evidentiary trial with regard to an involuntary Chapter 7 bankruptcy petition that was filed by various petitioning creditors against an alleged debtor, Mr. Jeffrey Baron ("Mr. Baron" or the "Alleged Debtor"). The sole issue before the court at the trial was whether an Order for Relief should be entered against Mr. Baron, pursuant to the standards set forth in Section

303(h) of the Bankruptcy Code.¹ Specifically, the court earlier ruled that the petitioning creditors had proper standing to file the involuntary petition, pursuant to the standards set forth in Section 303(b) of the Bankruptcy Code (this was in connection with a motion for partial summary judgment that had addressed that sole issue).² After deliberating upon the evidence, the totality of circumstances, and the relevant law, this bankruptcy court now decides that an Order for Relief should be issued and that Mr. Baron should be a debtor in bankruptcy under Title 11. The following are the court's findings of fact, conclusions of law, and order in support of this determination.

¹ Section 303(h) provides that, whenever an involuntary bankruptcy petition is filed and then timely controverted, the court, after a trial, shall order relief against the debtor in the involuntary case "only if - (1) the debtor is generally not paying such debtor's debts as such debts become due unless such debts are the subject of a bona fide dispute as to liability or amount; or (2) within 120 days before the date of the filing of the petition, a custodian [which is defined in Section 101(11) of the Bankruptcy Code as, among other things, a "receiver . . . of any of the property of the debtor, appointed in a case or proceeding not under this title"], other than one appointed or authorized to take charge of less than substantially all of the property of the debtor for the purpose of enforcing a lien, was appointed or took possession." 11 U.S.C. § 303(h).

² Section 303(b) provides that an involuntary bankruptcy case may be commenced against a person "by three or more entities, each of which is . . . a holder of a claim against such person that is not contingent as to liability or the subject of a bona fide dispute as to liability or amount . . . if such noncontingent, undisputed claims aggregate at least \$15,325" in unsecured amount. Note, that if there are fewer than 12 creditors of an alleged debtor, only one petitioning creditor with this size noncontingent, undisputed claim is necessary to file an involuntary petition. 11 U.S.C. § 303(b).

A. JURISDICTION AND OTHER PROCEDURAL MATTERS

1. The trial on the involuntary petition was a contested matter. Fed. R. Bankr P. 1018 and 9014. Bankruptcy subject matter jurisdiction existed in this contested matter pursuant to 28 U.S.C. § 1334(b). This bankruptcy court had authority to exercise the bankruptcy subject matter jurisdiction in the contested matter, pursuant to 28 U.S.C. § 157(a) and the Standing Order of Reference of Bankruptcy Cases and Proceedings (Misc. Rule No. 33), for the Northern District of Texas, dated August 3, 1984. Additionally, statutory "core" matters were involved in this contested matter, as contemplated by at least 28 U.S.C. §§ 157(b)(2)(A) and (O). Section 303 of the Bankruptcy Code is the substantive statutory authority that was most germane to this matter.

2. The petitioning creditors filed the involuntary bankruptcy petition against Mr. Baron on December 18, 2012. The petitioning creditors are various lawyers and law firms that have performed legal services for Mr. Baron and, in some cases, also for entities with which Mr. Baron is affiliated. Specifically, the petitioning creditors are: Pronske & Patel, P.C. (alleging a \$294,033.77 claim); Shurig Jetel Beckett Tackett (alleging a \$93,731.79 claim); Dean Ferguson (alleging a \$73,885 claim); Gary G. Lyon (alleging a \$75,922.22 claim); Robert J. Garrey (alleging a \$52,275 claim); Powers Taylor, LLP (alleging a \$78,058.50

claim); Jeffrey Hall (alleging a \$5,000 claim); and, later by joinder, David L. Pacione of the law firm of Brian J. Judis (alleging a \$10,018.30 claim) (hereinafter, the "Petitioning Creditors"). The eight Petitioning Creditors assert claims in the aggregate sum of \$682,924.58.

3. As will later be discussed, Mr. Baron has spent enormous amounts of time engaging lawyers, in the past decade, purportedly to protect his complex business interests. Mr. Baron has frequently not paid these lawyers. This is why this case presents the unusual situation of lawyers being the Petitioning Creditors.

4. This contested matter took several months to reach trial due to several reasons including: (a) bifurcation of the issues (the parties requested that the court first decide, in a summary judgment fashion, after briefing and oral argument, whether the Petitioning Creditors had *standing* to file the involuntary petition under section 303(b)—*i.e.*, did the Petitioning Creditors constitute "three or more entities, each of which is . . . a holder of a claim against [the alleged debtor] that is not contingent as to liability or the subject of a bona fide dispute as to liability or amount . . . if such noncontingent, undisputed claims aggregate at least \$15,325"); (b) then there was a temporary abatement of the involuntary bankruptcy case to allow certain Fifth Circuit appellate

proceedings involving Mr. Baron, which the court considered relevant, to reach conclusion; and (c) then the court ordered mediation of these matters and related matters to occur which was presided over by a retired bankruptcy judge (and despite reports of significant efforts on the part of many, the matters did not settle).

5. With regard to the bifurcated (and earlier-decided) issue of whether the Petitioning Creditors had standing to file the involuntary bankruptcy case under section 303(b) of the Bankruptcy Code, the argument of the Petitioning Creditors was that the claims of the Petitioning Creditors against Mr. Baron are "not contingent as to the liability or the subject of a bona fide dispute as to liability or amount" as a matter of law ***because of an order issued by Senior District Judge Royal Furgeson (Retired) on May 18, 2011 (later to be described)***. This court agreed with the Petitioning Creditors. To understand the significance of this May 18, 2011 order and the bankruptcy court's ruling on section 303(b), as well as the overall context for this involuntary bankruptcy filing, and the issues tried involving section 303(f), some litigation history involving this Alleged Debtor should be discussed.

B. LITIGATION HISTORY PRIOR TO THE TRIAL ON THE JEFF BARON INVOLUNTARY BANKRUPTCY PETITION

6. This is the second bankruptcy case involving Mr. Baron.

Almost four years ago, a **business entity** controlled by Mr. Baron, known as Ondova Limited Company, also known as Compana, LLC or budgetnames.com (hereinafter, "Ondova"), filed a **voluntary** Chapter 11 bankruptcy case in this same bankruptcy court, on July 27, 2009 (Case No. 09-34784-SGJ-11). Mr. Baron was Ondova's former president and its ultimate indirect equity owner.

7. Ondova was formerly in the business of being an internet domain name registrar ("Registrar"). Specifically, Ondova was a type of "middle man" company that, for a fee, would register a ".com" or ".net" domain name for a person wanting to own and use a domain name (the latter being referred to as a "Registrant"). Ondova performed this "middle man" registration activity pursuant to a license it had from the Internet Corporation for Assigned Names and Numbers ("ICANN")—which is, essentially, a creature of the United States Department of Commerce—and also pursuant to an agreement with Verisign, Inc. ("Verisign")—which is a private corporation that essentially acts as the operator of the huge ".com" and ".net" registries. Verisign is not in any way related to Ondova.³

8. A few weeks after the Ondova bankruptcy case was commenced, this bankruptcy judge ordered the appointment of a

³ As is fairly well known, an "internet domain name" is a term that most typically ends in the characters ".com" or ".net" (in the United States) and is essentially an internet address. Domain names are similar to "virtual real estate" on the world wide web.

Chapter 11 Trustee (the "Ondova Chapter 11 Trustee"), on September 11, 2009 [DE (Ondova) # 85],⁴ when certain creditors of Ondova and the bankruptcy court became concerned that Mr. Baron did not understand basic fiduciary duties and did not want to cooperate in many regards. Among other things, Mr. Baron was hiring and firing lawyers repeatedly (*i.e.*, he fired Ondova's very capable bankruptcy counsel just a few weeks into the case, for no apparent reason, and also hired and fired numerous lawyers who were representing him personally), and he also did not wish to testify on certain relevant subjects (asserting his Fifth Amendment privilege against self-incrimination, rather than testifying about the business affairs of Ondova). The United States Trustee, thus, appointed an individual named Daniel J. Sherman as the Ondova Chapter 11 Trustee (hereinafter so called) on September 17, 2009 [DE (Ondova) # 98]. No party ever appealed the order directing the appointment of the Ondova Chapter 11 Trustee.

9. During the Ondova bankruptcy case, it was reported by parties that there were hundreds of thousands of ".com" and ".net" domain names (perhaps 600,000 in number) (hereinafter, "Domain Names") that had been owned by various offshore

⁴ "DE (Ondova) # _" as used herein refers to the Docket Entry number at which a pleading is filed in the docket maintained by the Bankruptcy Clerk in the bankruptcy case of *In re Ondova Limited Company*, Case No. 09-34784-SGJ-11 .

companies/trusts that Mr. Baron owned/controlled, or that were owned by a joint venture of which Mr. Baron was a participant, and some Domain Names were even owned by Ondova.⁵ Specifically, Ondova was *not* typically serving as registrar of domain names to random members of the public so much as it was serving as a registrar to offshore trusts and companies that owned the Domain Names (and that were, in turn, controlled by Mr. Baron and affiliates). As for the Domain Names, at least some large portion of them were subject to claims of trademark-infringement (also known as "cyber-squatting") and posed litigation risks and burdens, while others of these Domain Names were possibly valuable, and still others were not-so-valuable.⁶

⁵ The term "ownership" *vis-a-vis* an internet domain name is somewhat imprecise. A member of the public can register a domain name for use on the internet, and thereby become known as the "registrant" for the name. This is more similar to a lease right to use the name, as opposed to ownership of the name. Obviously, there are often individuals or companies who register a trademark for certain names and these people are more in the nature of owners.

⁶ This bankruptcy court had an opportunity to review a list of the Domain Names at a confirmation hearing in the Ondova bankruptcy case in November 2012 and found that they could be described and categorized as follows: (a) a relatively small percentage of the Domain Names are what the court referred to as generic names (e.g., "eyedoctors.com" or "dinnerware.com") that do not appear to be obviously trademark-infringing in any way (hereinafter, the "Generic Names"); (b) a large percentage of the Domain Names are what the court referred to as intentionally misspelled names (hereinafter, the "Typosquatting Names")—in other words, names that any reasonable person would consider strikingly similar to some commercial entity that likely owns a trademark in connection with its business (such as a banking institution or movie company), but certain letters had been transposed or added to the Domain Name such that the Domain Name is not exactly the same as the commercial business's name (e.g., "wellsfagro.com"); (c) another portion of the Domain Names are names of schools, cities, and municipalities that may not be trademarked

10. There was various litigation regarding these Domain Names—the most significant of which litigation was pending in the United States District Court for the Northern District of Texas, Dallas Division (Senior District Judge Royal Furgeson (Retired)).⁷ The litigation pending before Judge Furgeson (which had been commenced *prior* to the filing of the Ondova bankruptcy case) was styled *NetSphere Inc., Manila Industries, Inc. and Munish Krishan v. Jeffrey Baron and Ondova Limited Company*, Civil Action No. 3:09-CV-0988-F (the “Judge Furgeson District Court Action”). The Judge Furgeson District Court Action had grown very contentious even before the Ondova bankruptcy case was filed and apparently Mr. Baron had hired and fired several sets of lawyers during that litigation.

11. Eventually, a Mutual Settlement and Release Agreement

(“Institutional Names”); (d) another portion of the names are in the nature of gaming (“Gaming Names”); and (e) a large portion of the Domain Names are clearly, under the “know-it-when-you-see-it” definition of former Justice Potter Stewart, pornography-oriented (“Pornography Names”). Within the category of Pornography Names was a disturbing subset of Domain Names that no reasonable person could deny are descriptive of child pornography (“Child Pornography Names”). There were also a small percentage of very disturbing racial/hate crime oriented names (“Race/Hate Names”). Upon information and belief, the Ondova Chapter 11 Trustee and Receiver have worked to deactivate the Child Pornography Names and Race/Hate Names and promised to report them to appropriate law enforcement officials for such officials to presumably take appropriate action as they may deem fit. [DE (Ondova) # 944 (at paragraph 12)].

⁷ It probably should be noted that there was litigation involving Mr. Baron and Ondova and other entities with which Mr. Baron was associated (concerning Domain Names and/or his business) in various other fora—not just the bankruptcy court and District Court for the Northern District of Texas.

(the "Global Settlement") was negotiated by the Ondova Chapter 11 Trustee and approved by the bankruptcy court on July 28, 2010 [DE (Ondova) # 394] that appeared to resolve not only many of the issues in the Ondova bankruptcy case, but also the Judge Furgeson District Court Action, plus many other pending lawsuits and disputes in various courts involving Mr. Baron (in numerous jurisdictions). This Global Settlement was the product of months of negotiations, drafting and overall hard work. There were dozens of parties to this Global Settlement, including Mr. Baron and various offshore entities that Mr. Baron controlled directly or indirectly.⁸ Unfortunately, the euphoria over the Global Settlement having been reached was short-lived. The Global Settlement was **nearly** fully implemented, but **not quite**. Shortly after the Global Settlement was inked, Mr. Baron again hired and fired more lawyers. Mr. Baron began taking actions that this court and certain parties believed were aimed at unraveling the

⁸ At hearings in the Ondova bankruptcy case during year 2010, it was represented that Mr. Baron and/or Ondova had connections or affiliations with at least the following entities, and many of these parties (if not all) were parties to the Global Settlement: the DayStar Trust (apparently the sole member/100% owner of Ondova, with Mr. Baron being the trustee and sole beneficiary of the Daystar Trust); the Village Trust and MMSK Trust (two Cook Island trusts apparently created by Mr. Baron and Manilla/NetSphere principals in a 2005 joint venture between them); Belton Trust (sole member of Domain Jamboree, LLC); and the following United States Virgin Island entities—HCB, LLC; RIM, LLC; Simple Solutions LLC; Search Guide LLC; Blue Horizons LLC (f/k/a Macadamia Management, LLC); Four Points LLC; Marshden, LLC; Novo Point, Inc.; Iguana, Inc.; Quantec, Inc.; Diamond Key, LLC (nominee of Javelina, LLC); Manassas, LLC (nominee for Shiloh LLC).

Global Settlement, driving up costs, and delaying the Ondova bankruptcy case.

12. Eventually, at the request of the Ondova Chapter 11 Trustee, Judge Furgeson appointed a receiver (the "Receiver") over Mr. Baron's assets and personal affairs. Judge Furgeson did this within the confines of the pending Judge Furgeson District Court Action (when referred to separately, the "Receivership Action"). Judge Furgeson signed an Order Appointing Receiver on November 24, 2010, as clarified by a second order on December 17, 2010 (collectively, the "Receivership Orders") [DE (Furgeson) ## 130, 176].⁹ The Receivership Orders did the following, among other things: (a) put the assets and business affairs of Mr. Baron into a personal receivership (the "Receivership"), with an individual named Peter S. Vogel as the Receiver—mostly so that the Global Settlement could be at long—last fully and finally implemented through an independent party stepping into Mr. Baron's shoes, so to speak; and (b) clarified that various entities that Mr. Baron seemed to control, including one entity named Novo Point and another entity named Quantec, were parties included as part of the Receivership (the "Receivership Parties"). Novo Point and Quantec collectively owned well over 100,000 Domain Names.

⁹ "DE (Furgeson) # _" as used herein refers to the Docket Entry number at which a pleading is filed in the docket maintained by the District Court in the Judge Furgeson District Court Action.

13. It should be noted that, by the time of the issuance of the Receivership Orders, the concerns regarding Mr. Baron's actions had escalated from being not simply that he would not take every last step required under the Global Settlement (causing the Ondova bankruptcy estate and other parties enormous expense and delay), but also that: (a) certain of his revolving door of lawyers were going to make "substantial contribution claims" against the Ondova bankruptcy estate (see 11 U.S.C. § 503(b)(3)(D) and (4)); (b) even if these lawyers did not make "substantial contribution claims," the mere fact that Mr. Baron was hiring and firing so many personal lawyers was driving up administrative costs for the Ondova estate since the Ondova case professionals were having to interact with them; and (c) new concerns had been raised that Mr. Baron was transferring assets offshore (or making assets even *harder-to-reach* offshore), perhaps for the purpose of defrauding creditors.¹⁰

¹⁰ To illustrate Mr. Baron's habit of hiring and firing lawyers, here is just one example. Even *before* the filing of the Ondova bankruptcy case (and well before the establishment of the Receivership) there were a staggering number of lawyers on the scene that appeared to have represented Ondova, Mr. Baron, or some affiliate. The Ondova Schedule F (signed under penalty of perjury by Mr. Baron) listed 93 potential unsecured creditors, *24 of which were law firms (in each case, the Schedule F description was "Legal fees asserted to be due," and in every single case these law firms' claims were listed as "disputed")*. Only five of these 24 law firms ultimately filed proofs of claim in the Ondova case. In any event, it was never envisioned, in the beginning of the Ondova bankruptcy case, that things would evolve to the point of being "all about lawyer claims." At the beginning of the Ondova bankruptcy case, it was represented to the bankruptcy court that the Ondova case would be mostly about resolving the Manilla/NetSphere disputes and dealing with costly

14. Subsequently, Mr. Baron appealed the Receivership Orders. Mr. Baron also appealed several dozen of the various orders issued by Judge Furgeson *during* the Receivership Action. These dozens of appeals were pending at the United States Court of Appeals for the Fifth Circuit ("Fifth Circuit") until late 2012.

15. On December 18, 2012, the Fifth Circuit issued a ruling holding that the appointment of the Receiver was in error and that the District Court should expeditiously wind up the Receivership (although no mandate immediately issued). The Fifth Circuit, in its ruling, suggested that different remedies as to Mr. Baron would have been more appropriate than imposing an equitable receivership, such as imposing monetary sanctions or incarceration for contempt of court. *Netsphere, Inc. v. Baron*, 703 F.3d 296 (5th Cir. 2012).

16. On that same day (December 18, 2012), shortly after the Fifth Circuit issued its ruling, the involuntary bankruptcy

trademark infringement claims (notably, 44 potential trademark and other Lanham Act related claims were represented to be pending against registrants of Domain Names, on which Ondova had served as registrar, and Ondova, as registrar, was feared to be subject "to an assertion of similar liability." See Schedule F, [DE (Ondova) #50]. Very few of these trademark claimants filed proofs of claim in the Ondova bankruptcy case, although, notably, The University of Texas filed a \$4.5 million proof of claim with respect to trademark infringement, accusing Mr. Baron, Ondova and other persons and affiliates of engaging in bad faith usage of numerous University of Texas trademarks through registration of domain names that were identical or confusingly similar to registered trademarks of the University of Texas. [Ondova, Claims Register, Proof of Claim # 12, with attachment]).

petition against Mr. Baron was filed by the Petitioning Creditors.

17. The filing of the involuntary bankruptcy petition created an automatic stay of actions that had been commenced against Mr. Baron in the various fora. 11 U.S.C. § 362(a).

18. It was soon reported to the bankruptcy court at a status conference that motions for rehearing *en banc* were being pursued by multiple parties at the Fifth Circuit, concerning the upsetting of the Receivership, and that additional briefing had been requested by the Fifth Circuit. The bankruptcy court lifted the automatic stay to allow that process to proceed. The court also excused the Receiver (whose continuing status was unclear-given the ruling and ongoing rehearing activity at the Fifth Circuit) from complying with section 543 of the Bankruptcy Code (especially since it was also unclear whether this involuntary bankruptcy case would/should proceed or not).

19. On April 24, 2013, the Fifth Circuit denied the motions for rehearing, finalizing its opinion declaring the Receivership was in error, and issued a mandate to the District Court to vacate the Receivership and discharge the Receiver, his attorneys and employees, and to charge the remaining fees against cash in the Receivership. The Fifth Circuit instructed that the Receiver should expeditiously release the assets subject to the Receivership, after consideration and payment of the appropriate

amount of post-Receivership professional fees and expenses, under a wind-down schedule to be determined by the District Court. The Fifth Circuit instructed that the fees and expenses of the Receiver and his professionals and the Chapter 11 Trustee's professionals incurred in connection with the Receivership (and earlier allowed) should perhaps be reconsidered with new perspective, in light of the Fifth Circuit's overturning of the Receivership. Judge Furgeson later determined the appropriate allowable post-Receivership professional fees and expenses that should be charged against the Receivership (*i.e.*, a reduced amount) [DE (Furgeson) # 1287].

C. STANDING OF THE PETITIONING CREDITORS UNDER SECTION 303(b)

20. As mentioned earlier, this bankruptcy court was asked to bifurcate the issues in this involuntary case and first determine, in summary judgment fashion, whether the Petitioning Creditors met the standards of Section 303(b) to have properly commenced an involuntary case.

21. The Petitioning Creditors argued that their claims against the Alleged Debtor could not, as a matter of law, be deemed to be the subject of a "bona fide dispute" because of events that happened during the Receivership.

22. By way of background, soon after the District Court issued its Receivership Orders in November and December 2010, Mr. Baron began challenging the Receivership Orders through post-

trial motions and appeals. Then, on February 3, 2011, the District Court denied a motion by Mr. Baron to vacate the Receivership Orders and also *denied a stay pending appeal* (after oral argument on December 17, 2010 and full evidence on January 4, 2011). Mr. Baron was subsequently unsuccessful in obtaining any stay pending appeal from the Fifth Circuit. *Thus, activity in the Receivership Action essentially marched on for several months—there being no stay in place.*

23. One such activity that “marched on” in the Receivership Action was activity concerning the many *pre-Receivership lawyer claims that seemingly had accumulated against Mr. Baron and affiliates.*

24. The Receiver desired to determine which of the overwhelming number of lawyer claims that were starting to loom against Mr. Baron and/or Ondova were allowable and should be paid from Receivership assets.

25. To be clear, Mr. Baron had retained, then jettisoned, a staggering number of lawyers. Twenty-four of these lawyers (or law firms) had actually been scheduled as creditors in the Ondova bankruptcy case, but many of these lawyers appeared to have done work for Mr. Baron personally (or perhaps jointly and severally for Mr. Baron and Ondova—or even for other trusts or entities

associated with Mr. Baron).¹¹ Some of these lawyers had appeared in court actions (filing notices of appearance) and some had not. New lawyers were telephoning the Receiver and Ondova Chapter 11 Trustee on a regular basis announcing that they were representing Mr. Baron on one issue or another. Certain lawyers did not know about other lawyers doing the same thing. It became mind-numbing. More to follow on this.

26. Eventually, on April 28, 2011, the District Court held a hearing on the Receiver's Request for Assessment and Disbursement of Former Attorney Claims. The record presented to the bankruptcy court at the summary judgment hearing on the Section 303(b) issues reflected that there had been notice to Mr. Baron and others of this April 28, 2011 District Court hearing; there had been 22 affidavits of approximately 22 law firms that were filed in the District Court asserting claims against Mr. Baron personally; and that Mr. Baron filed responses to many of these refuting them. The record further reflected that, at the hearing before the District Court, many of the 22 affiants testified. Mr. Baron was present at the hearing with counsel (this time an attorney named Gary Schepps)¹² and Mr. Baron's

¹¹ See n. 10, *supra*.

¹² By the way, the evidence at the trial on the involuntary petition was that attorney Gary Schepps now claims to be owed between \$2 million and \$4 million by Mr. Baron for his appellate work for Mr. Baron in challenging the establishment of the Receivership.

counsel cross-examined certain attorneys. Mr. Baron himself took the witness stand but invoked the Fifth Amendment right not to testify to avoid self-incrimination in response to questions about his objections to the lawyers' claims. Mr. Baron put on no controverting evidence. *A District Court Order was thereafter entered, concluding that Mr. Baron owed 22 law firms for legal services in the total amount of \$870,237.19 (this was after applying a \$400 per hour rate cap; the aggregate amount without the rate cap would have been \$1,453,208.27).* The order that the District Court entered will hereafter be referred to as the "May 18, 2011 Fee Order" [DE (Furgeson) # 575].

27. As mentioned earlier, it was on December 18, 2012, that the Fifth Circuit issued its first opinion overturning the Receivership Orders and giving instructions to the District Court to expeditiously wind up the Receivership (although no mandate *per se* issued at this point in time). But on December 31, 2012, the Fifth Circuit issued an order that has sometimes been referred to as a "Clarification Order" which stated that *"The district court orders that were in place prior to the release of our opinion remain in place."* See *Netsphere, Inc. v. Baron*, Appeal No. 10-11202, Doc. No. 00512097486, at p. 6 (5th Cir. Dec. 31, 2012). To be clear, as earlier mentioned, activity in the Receivership Action "marched on" during the appeals of the Receivership Orders because no stay pending appeal was ever

issued. Many orders were entered during the Receivership Action. Dozens of these orders were appealed. The Fifth Circuit never specifically ruled on these numerous appeals of these numerous orders. Rather, on December 31, 2012, the Fifth Circuit issued an order that **"The district court orders that were in place prior to the release of our opinion remain in place."** *Id.* The Fifth Circuit never changed this in its April 4, 2013 order denying rehearing *en banc* or in the mandate issued on April 19, 2013. See *Netsphere, Inc. v. Baron*, Appeal No. 10-11202, Doc. No. 00512198098 (5th Cir. April 4, 2013); *Netsphere, Inc. v. Baron*, Appeal No. 10-11202, Doc. No. 00512215228 (5th Cir. April 19, 2013); *NetSphere Inc., Manila Industries, Inc. and Munish Krishan v. Jeffrey Baron and Ondova Limited Company*, Civil Action No. 3:09-CV-0988-F, DE ## 1255, 1256, 1257, 1258, 1259, 1260, 1261, 1262, 1263 (N.D. Tex. April 24, 2013).

28. Against this backdrop, the sole issue presented on the question of whether the Petitioning Creditors had standing under Section 303(b) to file the involuntary bankruptcy petition against Mr. Baron was ***whether the May 18, 2011 Fee Order issued by the District Court, and perhaps prior orders entered by this court in the Ondova bankruptcy case, foreclosed any argument as to the existence of a "bona fide dispute" as to the Petitioning Creditors' Claims.***

29. The May 18, 2011 Fee Order issued by Judge Furgeson

bore the following title: "Findings of Fact, Conclusions of Law, and Order on Assessment and Disbursement of Former Attorneys."

This Order, according to the Petitioning Creditors' interpretation of it, allowed approximately 22 different lawyers or law firms claims against Mr. Baron in the aggregate amount of \$870,237.19. The eight Petitioning Creditors were in the group of those 20-something lawyers.

30. One Petitioning Creditor, Pronske & Patel, also pointed to a further order of this bankruptcy court entered in the Ondova bankruptcy case on November 30, 2012, allowing Pronske & Patel a Section 503(b)(4) "substantial contribution claim" in the Ondova bankruptcy case, in the amount of \$294,033.87, which this court allowed as a claim that Pronske & Patel incurred while representing Mr. Baron during the Ondova bankruptcy case, that this bankruptcy court found resulted in a "substantial contribution" to the Ondova case.

31. Both the May 18, 2011 Fee Order and the bankruptcy court's November 30, 2012 Substantial Contribution Order were appealed by Mr. Baron, but there was no stay pending appeal in place as to them at the time the involuntary bankruptcy petition was filed against Mr. Baron. At least no stay, *per se*. Mr. Baron pointed to an Order entered by Judge Furgeson on June 18, 2012, that at least temporarily forbade payment of the attorney's fees allowed in the May 18, 2011 Fee Order until the Fifth

Circuit had ruled on various appeals pending before it relating to Mr. Baron [DE (Furgeson) # 987]. Mr. Baron's counsel argued to the bankruptcy court that this Order was tantamount to a stay pending appeal.

32. This court has held in the past in *In re Henry S. Miller Commercial, LLC*, 418 B.R. 912 (Bankr. N.D. Tex. 2009) that an unstayed judgment, even if on appeal, is not the subject of a bona fide dispute for purposes of Section 303(b) of the Bankruptcy Code. This court's and other courts' rationales for ruling this way has been that such a judgment would be an enforceable judgment, and an involuntary bankruptcy case ought to be allowed to be pursued as an enforcement remedy, same as any other collection remedy a judgment creditor may take on an unstayed judgment. In *Henry S. Miller*, this court cited, among other authority, the Fifth Circuit's *Sims* decision, which basically holds that a bankruptcy court should apply an objective standard in this context, and not go behind the judgment and try to predict the judgment debtor's chances of success on appeal. *Subway Equip. Leasing Corp. v. Sims (In re Sims)*, 994 F.2d 210, 220-21 (5th Cir. 1993). In other words, an appeal alone does not create a bona fide dispute. But, in *Henry S. Miller*, after examining various authority, this court **did** state that in a highly specialized fact pattern, a court could conceivably be guided to make an exception to the general rule recognizing the

finality/enforceability of an unstayed judgment.

33. This court, in deciding the Section 303(b) standing issue, had to analyze the dispute before it in three main ways. First, did the Petitioning Creditors have the equivalent of a final judgment with regard to the May 18, 2011 Fee Order of Judge Furgeson, even though it did not *per se* have that in its title? Second, if the Petitioning Creditors did have the equivalent of a final judgment, was it to be considered unstayed and enforceable? Third, if the court got past those two hurdles, was there a highly specialized fact pattern here, so that the court should nevertheless find a bona fide dispute remaining between the Petitioning Creditors and Mr. Baron (or at least find that the Orders were not dispositive on the issue)?

34. Peeling back the onion on the May 18, 2011 Fee Order, it arose out of a motion filed by the Receiver asking for approval for him to make disbursements to various attorneys who asserted attorneys fees claims against Mr. Baron. The Receiver had acted as a mediator as to those numerous claims being asserted. There had actually been more than \$1.4 million worth of attorneys fees asserted against Mr. Baron personally. The May 18, 2011 Fee Order reflected that the Receiver had been through an extensive process of assessing how much in legitimate legal fees were out there chargeable against Mr. Baron. The May 18, 2011 Fee Order reflected that Judge Furgeson considered not just

the Receiver's motion (which was a fourth amended motion on this subject) but also a counter-motion, numerous responses, replies, declarations and related pleadings. Approximately 14 such pleadings were specifically identified in Judge Furgeson's May 18, 2011 Fee Order. Judge Furgeson stated in his May 18, 2011 Fee Order that he heard substantial evidence and argument in connection with reaching the order. Among the evidence were more than 25 declarations with exhibits. Many of these declarants appeared and made themselves available for cross-examination by Mr. Baron at the hearing held on the matter. The May 18, 2011 Fee Order reflected that ultimately the Receiver had proposed a settlement and compromise of the former attorney claims (which proposed a very large discount for the attorney fees) and Mr. Baron (who was represented in May 2011 by attorney Gary Schepps) was given the opportunity to defend against or challenge the proposed compromised fee amounts suggested by the Receiver. Mr. Baron would not testify and did not have any refuting evidence. The court even allowed a post-trial brief of Mr. Baron (but no post-trial supplemental evidence). The May 18, 2011 Fee Order was ultimately issued. It analyzed the various case authority that dictates the standards that courts should apply in analyzing proposed settlements, including *Protective Committee for Independent Stockholders of TMT Trailer Ferry v. Anderson*, 88 S. Ct. 1157 (1968) and *United States v. AWECO, Inc. (In re AWECO,*

Inc.), 725 F.2d 293 (5th Cir. 1984), and ultimately held that what the Receiver had proposed was fair and equitable, in the best interests of all parties concerned, and consistent with the Receiver's fiduciary duties. The May 18, 2011 Fee Order ultimately ordered the Receiver to pay various attorneys fees claims set forth in the order once he had obtained cash and also received certain waivers (those waivers being attorneys' waivers of rights to punitive damages or amounts greater than \$400 per hour for their time). Finally, Judge Furgeson stated that Mr. Baron's right to bring counterclaims for such things as malpractice was reserved and the waivers that might be granted by any of the attorneys would not be effective in the event Mr. Baron did bring claims against the attorneys in the future—in such event, the attorneys could bring as an offset claims for punitive damages and claims for their fees beyond the rate of \$400 per hour.

35. This bankruptcy court, on balance, believed and still believes that the May 18, 2011 Fee Order is tantamount to a final judgment that forecloses an argument of a bona fide dispute. While it does not have the name "judgment" on it, and it was issued in the context of a proposed compromise or settlement offered up by the Receiver, the fact is that it was actually, fully litigated by the same parties here today. In Texas, collateral estoppel applies where "(1) the facts sought to be

litigated in the second action were fully and fairly litigated in the first action; (2) those facts were essential to the judgment in the first action; and (3) the parties were cast as adversaries in the first action." *Gupta v. E. Idaho Tumor Inst., Inc. (In re Gupta)*, 394 F.3d 347, 351 n.4 (5th Cir. 2004). Each condition must be met in order for collateral estoppel to apply. Three additional sub-factors are important in determining whether the facts of the first action were fully and fairly litigated: "(1) whether the parties were fully heard, (2) whether the court supported its decision with a reasoned opinion, and (3) whether the decision was subject to appeal or was in fact reviewed on appeal." *State Farm Fire & Cas. Co. v. Fullerton*, 118 F.3d 374, 382 (5th Cir. 1997).

36. Collateral estoppel may be used in an offensive manner, and trial courts have broad discretion as to whether offensive collateral estoppel may be permitted. *Parklane Hosiery Co., Inc. v. Shore*, 439 U.S. 322, 331 (1979).

37. The fact is, all of those elements have been met in connection with the May 18, 2011 Fee Order. A close analogy to the May 18, 2011 Fee Order is the situation in a Chapter 11 bankruptcy case, when there are multiple professional fee applications pending before the court, and the judge appoints a fee examiner to act as essentially a court-appointed expert and make a report as to what fees are reasonable or not. The court

can then accept that report as some evidence. And then all parties-in-interest have the opportunity to cross-examine the fee claimants and put on their own refuting evidence. At the end of that all, the court will allow fees either in accordance with the fee examiner's report or not. The bankruptcy court's order in that context is very much an enforceable order that can be used offensively by fee claimants in the future. The fact here that Judge Furgeson preserved Mr. Baron's ability to bring malpractice claims and the attorneys' rights to assert additional claims in the future does not take away from the finality of the order. It simply carved out what was or was not being litigated and adjudicated.

38. At the time that the involuntary petition was filed against Mr. Baron, there was also a question of whether there was something tantamount to a stay pending appeal in place with regard to the May 18, 2011 Fee Order. Mr. Baron's counsel pointed to an Order of Judge Furgeson dated June 18, 2012 entitled "Order Regarding Motion to Clarify Instruction to Receiver on Payments to Former Baron Attorneys." The context of that Order was that, at some point during the Receivership Action, Judge Furgeson essentially stayed further administrative activity in the Receivership Action because Mr. Baron was appealing every order entered and it was causing enormous court time at various levels. Apparently a motion was filed by the

Receiver to clarify whether he should or should not pay the attorneys fees set forth in the May 18, 2011 Fee Order. Judge Furgeson answered "no"-and instructed the Receiver to segregate and set aside funds for the attorneys fees' payment but that the Receiver should not actually pay them.

39. While this was a close call, the court did not believe this to be tantamount to a stay pending appeal. The bankruptcy court believed it was simply an administrative order stating that Judge Furgeson did not want any disbursements made at that stage of the Receivership. The order did not have the effect of suggesting anything about the merits of the appeal-whether there might be a substantial question on the law in connection with the appeal of the order that, in Judge Furgeson's view at that time, might create a bona fide dispute.

40. *In any event, these issues are presently mooted.* The Fifth Circuit has ruled on a final basis in connection with the Receivership Action. It held that the Receivership Orders were in error, *but the Fifth Circuit did not set aside or overturn in any way the May 18, 2011 Fee Order. All appeals of it have been exhausted.* The bankruptcy court considers the May 18, 2011 Fee Order to have established the claims of 20-something lawyers/law firms, including the Petitioning Creditors. There are no specialized circumstances that warrant disregarding this.

41. For all these reasons, the court has found that the

Petitioning Creditors had standing under Section 303(b) to commence the involuntary petition. Their claims can no longer be argued to be the subject of a "bona fide dispute."

D. SECTION 303(h) ISSUES

42. The last question presented—the one that was the subject of evidence on June 17-18, 2013—is whether an Order for Relief is appropriate pursuant to Section 303(h) of the Bankruptcy Code.

43. Section 303(h) provides that, whenever an involuntary bankruptcy petition is filed and then timely controverted, the court, after a trial, **shall** order relief against the debtor in the involuntary case "**only** if – (1) the debtor is generally not paying such debtor's debts as such debts become due unless such debts are the subject of a bona fide dispute as to liability or amount; **or** (2) within 120 days before the date of the filing of the petition, a custodian, other than a trustee, receiver, or agent appointed or authorized **to take charge of less than substantially all of the property of the debtor for the purpose of enforcing a lien**, was appointed or took possession. 11 U.S.C. § 303(h) (emphasis added).

44. Section 303(h)(2) was not focused on by the parties at trial (rather Section 303(h)(1) was), but, since subsection (2) deals with the situation in which there has been a "custodian" in place within 120 days before the date of the filing of the

involuntary petition, it cannot be overlooked.

45. The Bankruptcy Code defines a "custodian" as any one of the following:

(A) receiver or trustee of any of the property of the debtor, appointed in a case or proceeding not under this title;

(B) assignee under a general assignment for the benefit of the debtor's creditors; or

(C) trustee, receiver or agent under applicable law, or under a contract, that is appointed or authorized to take charge of property of the debtor for the purpose of enforcing a lien against such property, or for the purpose of general administration of such property for the benefit of the debtor's creditors.

11 U.S.C. § 101(11) (2010).

46. "Custodian" appears to encompass a wide variety of any type of trustee, receiver, liquidator, or assignee for creditors—regardless of whether they were appointed by a state court or entitled to possession of the debtor's assets pursuant to contractual provisions or otherwise. *Bakonyi v. Boardroom Info. Sys. (In re Quality Laser Works)*, 211 B.R. 936, 943 (B.A.P. 9th Cir. 1997) *aff'd*, 165 F.3d 37 (9th Cir. 1998).¹³

47. Thus, Bankruptcy Code Sections 101(11) and 303(h)(2) read together appear to mean that when there has been any type of

¹³ In *In re Quality Laser Works*, the Ninth Circuit Bankruptcy Appellate Panel affirmed the decision of the bankruptcy court and found that a liquidating partner of a Chapter 7 debtor partnership was a custodian, because he "[was] in possession of all of [debtor's] accounts receivable, work in process, and bank accounts. Only a few items of equipment or inventory were left behind at the business premises." *In re Quality Laser Works*, 211 B.R. 936, 944 (B.A.P. 9th Cir. 1997) *aff'd*, 165 F.3d 37 (9th Cir. 1998).

custodian (including receiver) appointed or authorized to take charge of "substantially all" of the debtor's property in the 120 days before bankruptcy, an order for relief shall be entered (with no need to inquire about whether the debtor has generally been paying his debts as they have become due). *In re Pallet Reefer Co.*, 233 B.R. 687, 691 (Bankr. E.D. La. 1999) (court found that an order for relief could be entered in an involuntary Chapter 7 case on the grounds that a liquidator had been appointed for debtor-partnership less than 120 days prior to the petition date, even though the petitioning creditor had basically conceded that debtor was solvent and the creditor was unable to produce any evidence of the debtor's nonpayment of its debts). The appointment of a custodian over "substantially all" of a debtor's property serves as a clear signal of financial distress, and appears to establish a conclusive presumption that creditors are entitled to involuntary bankruptcy relief against a debtor. In other words, a finding under 303(h)(2) creates an assumption that a debtor is not able to generally pay his debts as they become due. The legislative history observes that "once a proceeding to liquidate assets has been commenced, the debtor's creditors have an absolute right to have the liquidation (or reorganization) proceed in the bankruptcy court and under bankruptcy laws with all of the appropriate creditor and debtor protections that those laws provide." S. REP. NO. 95-989, at 34,

(1978), *reprinted in* U.S.C.C.A.N. 5787, at 5820, 1978 WL 8531. Additionally, further legislative comment under Section 303(h)(2) is even more explicit: "If a custodian of all or substantially all of the property of the debtor has been appointed, this paragraph creates an irrebuttable presumption that the debtor is unable to pay its debts as they mature." S. REP. No. 95-989, at 34, (1978), *reprinted in* U.S.C.C.A.N. 5787, at 5820, 1978 WL 8531.

48. But what about the fact that the Receivership that had been in place here for well more than 120 days before the involuntary petition was filed was **declared invalid** just hours before the involuntary case was itself filed? Does that matter under section 303(h)? This court has found no case law with similar facts. But on balance, this court finds that it should matter.

49. Normally, as stated above, there would be a conclusive presumption that creditors are entitled to involuntary bankruptcy relief against a debtor if the debtor had been in a receivership. Creditors can opt for a different forum, typically, if they do not like the way the receivership remedy is proceeding. But the fact is that, here, the alleged debtor did not want a receiver and a higher court had just ordered that the Receivership be dissolved. The court believes that, under all the circumstances here, it is necessary to analyze this filing under section

303(h)(1) of the Bankruptcy Code, rather than simply presume that the creditors are automatically entitled to an order for relief by virtue of the Receivership that existed for more than 120 days before the bankruptcy filing.

50. Thus, turning to section 303(h)(1) of the Bankruptcy Court, the court must analyze whether Mr. Baron is generally not paying his debts as they become due, unless they are the subject of a bona fide dispute. This court has already held for purposes of the Section 303(b) analysis that the Petitioning Creditors' claims are not the subject of a bona fide dispute by virtue of the May 18, 2011 Fee Order and this would also apply to all other attorneys' claims that were addressed in the May 18, 2011 Fee Order. As a reminder, the May 18, 2011 Fee Order reached the conclusion *that Mr. Baron was liable to 22 law firms for legal services in the total amount of \$870,237.19 (this was after applying a \$400 per hour rate cap; the aggregate amount without the rate cap would have been \$1,453,208.27)*. This court sees no reason to analyze the "bona fide dispute" standard any differently under Section 303(h)(1) than it did for Section 303(b). The May 18, 2011 Fee Order is no longer subject to review under any further appeals. Any subjective disagreement that Mr. Baron may have with regard to these fees is now irrelevant. *Subway Equip. Leasing Corp. v. Sims (In re Sims)*, 994 F.2d 210, 220-221 (5th Cir. 1993).

51. The evidence at trial was that Mr. Baron has no other material debt in his life other than these attorneys fees and any other attorneys fees that have accumulated post-Receivership. He has no home mortgage. No car loans. No student loans. No credit cards. The evidence was that he pays his normal life expenses (medical bills, utilities, household expenses), in the ordinary course as they become due.

52. But these life expenses are negligible compared to the huge attorneys fees that Mr. Baron has long-accumulated.

53. The evidence at trial came through 22 lawyer/creditor affidavits submitted by the Petitioning Creditors and 14 affidavits submitted by Mr. Baron (from mostly health care providers) regarding Mr. Baron's payment practices. The court also heard live testimony from Mr. Baron, Gerrit Pronske (representative of a Petitioning Creditor), and Blake Beckham (a former lawyer for Mr. Baron and Ondova who is not a creditor).

54. The totality of this evidence was that Mr. Baron has a long history of generally not paying his (and Ondova's and other affiliated entities') debts relating to legal services as they become due. But he pays his very modest living expenses such as doctors' bills (and he has insurance that covers some portion of that). As set forth above, there are many hundreds of thousands of dollars of legal bills long overdue just from the pre- Receivership period. The evidence was that a post-Receivership

attorney, Gary Schepps, claims to be owed \$2 million-\$4 million.

55. There is case law from this district and other districts that is instructive on how to analyze this situation.

56. First, case law instructs that the relevant standard for determining whether a debtor is generally paying his debts as they become due is "flexible and involves consideration of the totality of the circumstances and requires a balancing of the interests of the alleged debtor against the interest of its creditors." *In re Town of Westlake, Tex.*, 211 B.R. 860, 864 (Bankr. N.D. Tex. 1997).

57. Second, courts typically hold that, under Section 303(h)(1) of the Bankruptcy Code, "generally not paying debts" includes regularly missing a significant number of payments **or** regularly missing payments which are significant in amount in relation to the size of the debtor's operation. *In re All Media Props., Inc.*, 5 B.R. 126, 143 (Bankr. S.D. Tex. 1980); *see also Concrete Pumping Serv., Inc. v. King Constr. Co. (In re Concrete Pumping Serv., Inc.)*, 943 F.2d 627, 630 (6th Cir. 1991) (a debtor was not paying his debts as they became due where the debtor was in default on 100% of its debt to only one creditor); *Knighthead Master Fund, L.P. v. Vitro Packaging, LLC (In re Vitro Asset Corp.)*, No. 3:11-CV-2603-D (N.D. Tex. Aug. 28, 2012) (district court found error in bankruptcy court ruling that the debtors were generally paying their debts as they became due, where

bankruptcy court had relied on the fact that the alleged debtors had a significant number of third-party creditors/trade vendors, which had been continually paid, even though the unpaid debts to the petitioning creditors far exceeded the paid debts in terms of dollar amount; petitioning creditors were holders of promissory notes that were guaranteed by the alleged debtors, as to which the primary obligor and alleged debtors had ceased making interest payments; the unpaid debts represented 99.9% of the total dollar amount of debt of each of the alleged debtors); *Crown Heights Jewish Cmty. Council, Inc. v. Fischer (In re Fischer)*, 202 B.R. 341, 350-51 (E.D.N.Y. 1996) (even though the debtor only had two outstanding debts, the total dollar amount failed to establish that, in terms of dollar amounts, the debtor was paying anywhere close to 50% of his liabilities, so he was not generally paying his debts as they became due); *In re Smith*, 415 B.R. 222, 231 (Bankr. N.D. Tex. 2009) (while the debtor was paying small recurring debts, he was not paying 99 percent of his debts in the aggregate amount and thus was not generally paying his debts as they became due).

58. But the final question in this court's mind is whether this should all be analyzed differently, since Mr. Baron's assets have been tied up in a Receivership for almost three years (a Receivership that was overturned by the Fifth Circuit) and, arguably, Mr. Baron has not had the ability to generally pay his

debts as they become due? This court does not believe Mr. Baron has a persuasive argument in this regard. The evidence reflected that there was more than enough value from the assets in the Receivership to pay the legal fees (if Mr. Baron had wanted to pay the fees and cease the Receivership at any time). Moreover, the history here (partially discussed earlier) cannot be ignored.

59. The court, looking at the totality of evidence, and looking at the whole history before and after the Receivership, finds itself asking *why did Mr. Baron engage so many lawyers and why were the fees so high?* How did it get to this point? The evidence has revealed that there were a multitude of factors at play here. For one thing, Mr. Baron's web of offshore entities (apparently first created in the year 2005) made life complicated. Corporate, tax, and other business lawyers were a necessary part of the offshore structure. For another thing, there were numerous claims, demands, and lawsuits regarding alleged trademark infringement with regard to many of the Domain Names. This had to be addressed by lawyers. Additionally, Mr. Baron occasionally found himself in business disputes with various business partners (such as in the case of Manila/NetSphere). This bankruptcy court finds from the evidence that Mr. Baron has spent an enormous amount of time engaging lawyers with an eye toward protecting his business interests. The court further finds that Mr. Baron simply does not have the

background or business experience and sophistication to have a sense for what reasonable lawyer practices and fees should be. Mr. Baron testified that he graduated from University of Texas with an undergraduate business degree in 1989. He testified that, because of health problems, he had an irregular and sparse work history between 1989-1999. Then, Mr. Baron began the domain name activities/business. *Mr. Baron appears to know a lot about the internet and domain names but either does not have the most basic knowledge regarding what legal work entails or does not know that lawyers expect to be paid for their services just like any other vendor in the market place.* Mr. Baron testified that he essentially thought everything was negotiable and some of the lawyers had a tendency to churn fees. He thought it was sometimes unreasonable to pay amounts given the size of his business and assets on hand. In any event, the evidence was clear that Mr. Baron has an undeniable pattern of frequently ending lawyer engagements as soon as the lawyers have done a lot of work and start sending bills to him (and he seems to always think the bills are unreasonable).¹⁴ The evidence was that Mr. Baron has rarely paid his lawyers other than with up front partial retainers that they have demanded or a small percentage of what they later accumulate. Mr. Baron accumulates enormous legal

¹⁴ Mr. Baron testified that he had only actually terminated one lawyer, but the court did not find this credible.

fees because of his complicated business structure; the frequency with which he or his businesses sue and get sued; the litigiousness with which he approaches lawsuits; the frequency with which he appeals; and the abortive attempts at settlement.

59. Mr. Baron has long been not paying his enormous legal fees as they generally become due. Thus, an Order for Relief should issue, pursuant to Section 303(h)(1) of the Bankruptcy Code. This is not simply an ugly situation of attorneys "lining up at the trough." This is about Ondova, Mr. Baron, and Mr. Baron's business structure and business model having a constant-need for lawyer assistance, and then not paying for delivered services. Arguably, some of these lawyers probably should have known better. But that does not change the fact that Mr. Baron hired them, asked them to perform services, they did, and then he did not pay them.

Based on the foregoing, a separate **ORDER FOR RELIEF** shall immediately issue.

Further based on the foregoing, a separate order will be issued henceforth regarding the turnover of assets from the Receiver to the Bankruptcy Trustee.

IT IS SO ORDERED.

****** END OF ORDER ******

TAB 2

B5 (Official Form 5) (12/07)

UNITED STATES BANKRUPTCY COURT NORTHERN DISTRICT OF TEXAS DALLAS DIVISION		INVOLUNTARY PETITION
IN RE (Name of Debtor - If Individual: Last, First, Middle) Jeffrey Baron		ALL OTHER NAMES used by debtor in the last 8 years (Include married, maiden, and trade names.)
Last four digits of Social-Security or other Individual's Tax-I.D. No. / Complete EIN (If more than one, state all.): xxx-xx-9133		
STREET ADDRESS OF DEBTOR (No. and street, city, state, and zip code) 2200 East Trinity Mills Road, Apt. 106 Carrollton, TX		MAILING ADDRESS OF DEBTOR (If different from street address)
COUNTY OF RESIDENCE OR PRINCIPAL PLACE OF BUSINESS: Dallas	ZIP CODE 75006-1849	ZIP CODE
LOCATION OF PRINCIPAL ASSETS OF BUSINESS DEBTOR (If different from previously listed addresses)		
CHAPTER OF BANKRUPTCY CODE UNDER WHICH PETITION IS FILED <input checked="" type="checkbox"/> Chapter 7 <input type="checkbox"/> Chapter 11		
INFORMATION REGARDING DEBTOR (Check applicable boxes)		
Nature of Debts (Check one box.) Petitioners believe: <input checked="" type="checkbox"/> Debts are primarily consumer debts <input type="checkbox"/> Debts are primarily business debts	Type of Debtor (Form of Organization) <input checked="" type="checkbox"/> Individual (Includes Joint Debtor) <input type="checkbox"/> Corporation (Includes LLC and LLP) <input type="checkbox"/> Partnership <input type="checkbox"/> Other (If debtor is not one of the above entities, check this box and state type of entity below.)	Nature of Business (Check one box.) <input type="checkbox"/> Health Care Business <input type="checkbox"/> Single Asset Real Estate as defined in 11 U.S.C. § 101(51)(B) <input type="checkbox"/> Railroad <input type="checkbox"/> Stockbroker <input type="checkbox"/> Commodity Broker <input type="checkbox"/> Clearing Bank <input type="checkbox"/> Other
VENUE <input type="checkbox"/> Debtor has been domiciled or has had a residence, principal place of business, or principal assets in the District for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other District. <input checked="" type="checkbox"/> A bankruptcy case concerning debtor's affiliate, general partner or partnership is pending in this District.	FILING FEE (Check one box) <input checked="" type="checkbox"/> Full Filing Fee attached <input type="checkbox"/> Petitioner is a child support creditor or its representative, and the form specified in § 304(g) of the Bankruptcy Reform Act of 1994 is attached. <i>[If a child support creditor or its representative is a petitioner, and if the petitioner files the form specified in § 304(g) of the Bankruptcy Reform Act of 1994, no fee is required.]</i>	
PENDING BANKRUPTCY CASE FILED BY OR AGAINST ANY PARTNER OR AFFILIATE OF THIS DEBTOR (Report information for any additional cases on attached sheets)		
Name of Debtor Ondova Limited Company	Case Number 09-34784-SGJ-11	Date 07/27/2009
Relationship	District Northern District	Judge Jernigan
ALLEGATIONS (Check applicable boxes) 1. <input checked="" type="checkbox"/> Petitioner(s) are eligible to file this petition pursuant to 11 U.S.C. § 303(b). 2. <input checked="" type="checkbox"/> The debtor is a person against whom an order for relief may be entered under title 11 of the United States Code. 3.a. <input checked="" type="checkbox"/> The debtor is generally not paying such debtor's debts as they become due, unless such debts are the subject of a bona fide dispute as to liability or amount; or b. <input type="checkbox"/> Within 120 days preceding the filing of this petition, a custodian, other than a trustee, receiver, or agent appointed or authorized to take charge of less than substantially all of the property of the debtor for the purpose of enforcing a lien against such property, was appointed or took possession.		COURT USE ONLY

B5 (Official Form 5) (12/07) - Page 2

Name of Debtor Jeffrey Baron

Case No. _____

TRANSFER OF CLAIM

Check this box if there has been a transfer of any claim against the debtor by or to any petitioner. Attach all documents that evidence the transfer and any statements that are required under Bankruptcy Rule 1003(a).

REQUEST FOR RELIEF

Petitioner(s) request that an order for relief be entered against the debtor under the chapter of title 11, United States Code, specified in this petition. If any petitioner is a foreign representative appointed in a foreign proceeding, a certified copy of the order of the court granting recognition is attached.

Petitioner(s) declare under penalty of perjury that the foregoing is true and correct according to the best of their knowledge, information, and belief.

X /s/ Gerrit Pronske
Signature of Petitioner or Representative (State title)

Gerrit Pronske **12/18/2012**
Name of Petitioner Date Signed

Name and Mailing **Gerrit Pronske**
Address of Individual **Partner**
Signing in Representative **2200 Ross Avenue, Suite 5350**
Capacity **Dallas, TX 75201**

X _____
Signature of Attorney Date

Name of Attorney Firm (If any)

Address

Telephone No.

X /s/ Elizabeth Schurig
Signature of Petitioner or Representative (State title)

Schurig Jetel Beckett Tackett **12/18/2012**
Name of Petitioner Date Signed

Name and Mailing **Elizabeth Schurig**
Address of Individual **Partner**
Signing in Representative **Shurig Jetel Beckett Tackett**
Capacity **100 Congress Ave., 22nd Floor**
Austin, TX 78701

X _____
Signature of Attorney Date

Name of Attorney Firm (If any)

Address

Telephone No.

X /s/ Dean Ferguson
Signature of Petitioner or Representative (State title)

Dean Ferguson **12/18/2012**
Name of Petitioner Date Signed

Name and Mailing **Dean Ferguson**
Address of Individual _____
Signing in Representative _____
Capacity _____

X _____
Signature of Attorney Date

Name of Attorney Firm (If any)

Address

Telephone No.

PETITIONING CREDITORS

Name and Address of Petitioner	Nature of Claim	Amount of Claim
Gerrit Pronske Pronske & Patel 2200 Ross Avenue, Suite 5350 Dallas, TX 75201	Attorneys Fees	\$294,033.77
Schurig Jetel Beckett Tackett 100 Congress Ave., 22nd Floor Austin, TX 78701	Attorneys Fee	\$93,731.79
Dean Ferguson	Attorneys Fees	\$73,885.00
Note: If there are more than three petitioners, attach additional sheets with the statement under penalty of perjury, each petitioner's signature under the statement and the name of attorney and petitioning creditor information in the format above.		Total Amount of Petitioners' Claims \$672,906.28

B5 (Official Form 5) (12/07) - Page 3

Name of Debtor Jeffrey Baron

Case No. _____

TRANSFER OF CLAIM

Check this box if there has been a transfer of any claim against the debtor by or to any petitioner. Attach all documents that evidence the transfer and any statements that are required under Bankruptcy Rule 1003(a).

REQUEST FOR RELIEF

Petitioner(s) request that an order for relief be entered against the debtor under the chapter of title 11, United States Code, specified in this petition. If any petitioner is a foreign representative appointed in a foreign proceeding, a certified copy of the order of the court granting recognition is attached.

Petitioner(s) declare under penalty of perjury that the foregoing is true and correct according to the best of their knowledge, information, and belief.

X /s/ Gary Lyon
Signature of Petitioner or Representative (State title)
Gary Lyon 12/18/2012
Name of Petitioner Date Signed
Name and Mailing **Gary Lyon**
Address of Individual **Partner**
Signing in Representative **P.O. Box 1227**
Capacity **Anna, TX 75409**

X _____
Signature of Attorney Date

Name of Attorney Firm (If any)

Address

Telephone No. _____

X /s/ Robert J. Garrey
Signature of Petitioner or Representative (State title)
Robert J. Garrey 12/18/2012
Name of Petitioner Date Signed
Name and Mailing **Robert J. Garrey**
Address of Individual **Partner**
Signing in Representative **1201 Elm Street, Suite 5200**
Capacity **Dallas, TX 75270**

X _____
Signature of Attorney Date

Name of Attorney Firm (If any)

Address

Telephone No. _____

X /s/ Mark Taylor
Signature of Petitioner or Representative (State title)
Powers Taylor LLP 12/18/2012
Name of Petitioner Date Signed
Name and Mailing **Mark Taylor**
Address of Individual
Signing in Representative **Powers Taylor LLP**
Capacity **8150 North Central Expwy, Suite 1575**
Dallas, TX 75206

X _____
Signature of Attorney Date

Name of Attorney Firm (If any)

Address

Telephone No. _____

PETITIONING CREDITORS

Name and Address of Petitioner	Nature of Claim	Amount of Claim
Gary Lyon Attorney At Law P.O. Box 1227 Anna, TX 75409	Attorneys Fees	\$75,922.22
Robert J. Garrey Clouse Dunn LLP 1201 Elm St., Suite 5200 Dallas, TX 75270-2142	Attorneys Fees	\$52,275.00
Powers Taylor LLP 8150 North Central Expressway Suite 1575 Dallas, TX 75206	Attorneys Fees	\$78,058.50
Note: If there are more than three petitioners, attach additional sheets with the statement under penalty of perjury, each petitioner's signature under the statement and the name of attorney and petitioning creditor information in the format above.		Total Amount of Petitioners' Claims \$672,906.28

B5 (Official Form 5) (12/07) - Page 4

Name of Debtor Jeffrey Baron

Case No. _____

TRANSFER OF CLAIM

Check this box if there has been a transfer of any claim against the debtor by or to any petitioner. Attach all documents that evidence the transfer and any statements that are required under Bankruptcy Rule 1003(a).

REQUEST FOR RELIEF

Petitioner(s) request that an order for relief be entered against the debtor under the chapter of title 11, United States Code, specified in this petition. If any petitioner is a foreign representative appointed in a foreign proceeding, a certified copy of the order of the court granting recognition is attached.

Petitioner(s) declare under penalty of perjury that the foregoing is true and correct according to the best of their knowledge, information, and belief.

X /s/ Jeffrey Hall
 Signature of Petitioner or Representative (State title)
Jeffrey Hall 12/18/2012
 Name of Petitioner Date Signed
 Name and Mailing **Jeffrey Hall**
 Address of Individual
 Signing in Representative **8150 North Central Expressway**
 Capacity **Suite 1575**
Dallas, TX 75206

X _____
 Signature of Attorney Date

 Name of Attorney Firm (If any)
 Address
 Telephone No. _____

X _____
 Signature of Petitioner or Representative (State title)

 Name of Petitioner Date Signed
 Name and Mailing
 Address of Individual
 Signing in Representative
 Capacity

X _____
 Signature of Attorney Date

 Name of Attorney Firm (If any)
 Address
 Telephone No. _____

X _____
 Signature of Petitioner or Representative (State title)

 Name of Petitioner Date Signed
 Name and Mailing
 Address of Individual
 Signing in Representative
 Capacity

X _____
 Signature of Attorney Date

 Name of Attorney Firm (If any)
 Address
 Telephone No. _____

PETITIONING CREDITORS

Name and Address of Petitioner	Nature of Claim	Amount of Claim
Jeffrey Hall 8150 North Central Expressway Suite 1575 Dallas, TX 75206	Attorneys Fees	\$5,000.00
Name and Address of Petitioner	Nature of Claim	Amount of Claim
Name and Address of Petitioner	Nature of Claim	Amount of Claim
Note: If there are more than three petitioners, attach additional sheets with the statement under penalty of perjury, each petitioner's signature under the statement and the name of attorney and petitioning creditor information in the format above.		Total Amount of Petitioners' Claims \$672,906.28

TAB 3



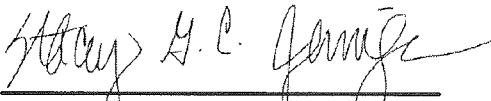
U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS

ENTERED

TAWANA C. MARSHALL, CLERK
THE DATE OF ENTRY IS
ON THE COURT'S DOCKET

The following constitutes the ruling of the court and has the force and effect therein described.

Signed June 26, 2013


United States Bankruptcy Judge

B 253 (rev. 05/12)

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS

In Re:
Jeffrey Baron

Debtor(s)

§
§
§
§

Case No.: 12-37921-sgj7
Chapter No.: 7

ORDER FOR RELIEF IN AN INVOLUNTARY CASE

On consideration of the petition filed on December 18, 2012, against the above-named debtor, an order for relief under Chapter 7 of the Bankruptcy Code (Title 11 of the United States Code) is **GRANTED**.

The debtor must file the list of creditors, bankruptcy schedules and statement of financial affairs required by 11 U.S.C. § 521. Consequently,

IT IS FURTHER ORDERED that, pursuant to Bankruptcy Rule 1007(a)(2), the debtor shall file within 7 days from the date of entry of this order a list containing the name and address of each of its creditors.

IT IS FURTHER ORDERED that, pursuant to Bankruptcy Rule 1007(c), the debtor shall file within 14 days from the date of entry of this order the bankruptcy schedules and statement of financial affairs required by 11 U.S.C. § 521.

IT IS FURTHER ORDERED that, pursuant to Bankruptcy Rule 1007(k), if the debtor does not prepare and file the list of creditors, schedules and statement of financial affairs as directed by this order, the petitioning creditors shall prepare and file the papers within 30 days from the date of entry of this order. The petitioning creditors may move this court for relief to enforce this order and may apply for the reimbursement of the costs incurred in complying with this order. The petitioning creditors and the bankruptcy trustee may seek the imposition of sanctions against the debtor and any responsible person for the debtor in the event the petitioning creditors must prepare and file the papers as directed by this order.

End of Order

BTXN 035 (rev. 12/10)

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS

In Re:
Jeffrey Baron

Debtor(s)

§
§
§
§

Case No.: 12-37921-sgj7
Chapter No.: 7

**NOTICE OF DEFICIENCY
RE: INVOLUNTARY PETITION**

On 12/18/12, an involuntary bankruptcy petition under Chapter 7 was filed against the above-named Debtor(s).

On 6/26/2013, an Order for Relief was entered in this case.

Pursuant to the Federal Rules of Bankruptcy Procedure 1007(a)(2), the Debtor(s) must file with the Court a mailing matrix within 7 days after entry of the Order for Relief. Pursuant to the Federal Rules of Bankruptcy Procedure 1007(c), the Debtor(s) must file with the Court all other documents within 14 days after entry of the Order for Relief. The Debtor(s) is hereby directed to file the following with the Court:

- A mailing matrix containing an alphabetical listing of all creditors
- Form B21 (Statement of Social Security Number(s))
- Debtor(s)' schedules A – J
- Statement of Financial Affairs
- Statistical Summary of Certain Liabilities/Summary of Schedules
- Twenty Largest Unsecured Creditors
- Statement of Current Monthly Income (Form 22)
- Other: Chapter 7 Means Test and Income Records for a period of 60 days.

The Court may enter a show cause order in this case imposing sanctions if the Debtor(s) fails to comply with the Federal Rules of Bankruptcy Procedure.

BTXN 176 (rev. 12/10)

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS

In Re:
Jeffrey Baron

Debtor(s)

§
§
§
§

Case No.: 12-37921-sgj7
Chapter No.: 7

**NOTICE OF REQUIREMENT TO FILE A STATEMENT OF COMPLETION OF
COURSE IN PERSONAL FINANCIAL MANAGEMENT
(Official Form 23)**

Notice is hereby given that, subject to limited exceptions, a debtor must complete an instructional course in personal financial management in order to receive a discharge under chapter 7 (11 U.S.C. § 727) . Pursuant to Rule 1007(b)(7) of the Rules of Bankruptcy Procedure, the debtor(s) must complete and file Debtor's Certification of Completion of Instructional Course Concerning Personal Financial Management (Official Form 23)* as described in 11 U.S.C. § 111.

Debtor(s) and/or debtor(s)' attorney is/are hereby notified that Official Form 23 must be filed before a discharge can be entered. Debtor(s) and/or debtor(s)' attorney is/are hereby notified that the debtor(s) must file Official Form 23 within 60 days after the first date set for the meeting of creditors under § 341. Failure to file the certification will result in the case being closed without an entry of discharge. If the debtor(s) subsequently file(s) a Motion to Reopen the Case to allow for the filing of the Official Form 23, the debtor(s) must pay the full reopening fee due for filing the motion.

DATED: 6/26/13

FOR THE COURT:
Tawana C. Marshall, Clerk of Court

by: /s/D. Moroles, Deputy Clerk

**NOTE: Official Form 23 (Debtor's Certification of Completion of Instructional Course Concerning Personal Financial Management) must be filed in all individual chapter 13 and chapter 7 cases even if the U.S. Trustee has not approved any credit counseling agency or financial management course for the applicable district. See Rule 1007(b)(7).*

TAB 4

United States Bankruptcy Court Northern District of Texas					Voluntary Petition					
Name of Debtor (if individual, enter Last, First, Middle): Ondova Limited Company					Name of Joint Debtor (Spouse) (Last, First, Middle):					
All Other Names used by the Debtor in the last 8 years (include married, maiden, and trade names): Compana, LLC, budgetnames.com					All Other Names used by the Joint Debtor in the last 8 years (include married, maiden, and trade names):					
Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN) No./Complete EIN (if more than one, state all): 75-2956804					Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN) No./Complete EIN (if more than one, state all):					
Street Address of Debtor (No. and Street, City, and State): 2200 Trinity Mills Road Carrollton, TX ZIP CODE 75006					Street Address of Joint Debtor (No. and Street, City, and State): ZIP CODE					
County of Residence or of the Principal Place of Business: Dallas County					County of Residence or of the Principal Place of Business:					
Mailing Address of Debtor (if different from street address): P. O. Box 111501 Carrollton, TX ZIP CODE 75006					Mailing Address of Joint Debtor (if different from street address): ZIP CODE					
Location of Principal Assets of Business Debtor (if different from street address above): Dallas, Texas ZIP CODE										
Type of Debtor (Form of Organization) (Check one box.) <input type="checkbox"/> Individual (includes Joint Debtors) <i>See Exhibit D on page 2 of this form.</i> <input type="checkbox"/> Corporation (includes LLC and LLP) <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Other (If debtor is not one of the above entities, check this box and state type of entity below.) Limited Liability Company		Nature of Business (Check one box.) <input type="checkbox"/> Health Care Business <input type="checkbox"/> Single Asset Real Estate as defined in 11 U.S.C. § 101(51B) <input type="checkbox"/> Railroad <input type="checkbox"/> Stockbroker <input type="checkbox"/> Commodity Broker <input type="checkbox"/> Clearing Bank <input checked="" type="checkbox"/> Other Internet Domain Registrar <input type="checkbox"/> Debtor is a tax-exempt organization under Title 26 of the United States Code (the Internal Revenue Code).			Chapter of Bankruptcy Code Under Which the Petition is Filed (Check one box.) <input type="checkbox"/> Chapter 7 <input type="checkbox"/> Chapter 9 <input checked="" type="checkbox"/> Chapter 11 <input type="checkbox"/> Chapter 12 <input type="checkbox"/> Chapter 13 <input type="checkbox"/> Chapter 15 Petition for Recognition of a Foreign Main Proceeding <input type="checkbox"/> Chapter 15 Petition for Recognition of a Foreign Nonmain Proceeding Nature of Debts (Check one box.) <input type="checkbox"/> Debts are primarily consumer debts, defined in 11 U.S.C. § 101(8) as "incurred by an individual primarily for a personal, family, or household purpose." <input checked="" type="checkbox"/> Debts are primarily business debts.					
Filing Fee (Check one box.) <input checked="" type="checkbox"/> Full Filing Fee attached. <input type="checkbox"/> Filing Fee to be paid in installments (applicable to individuals only). Must attach signed application for the court's consideration certifying that the debtor is unable to pay fee except in installments. Rule 1006(b). See Official Form 3A. <input type="checkbox"/> Filing Fee waiver requested (applicable to chapter 7 individuals only). Must attach signed application for the court's consideration. See Official Form 3B.					Chapter 11 Debtors Check one box: <input type="checkbox"/> Debtor is a small business debtor as defined in 11 U.S.C. § 101(51D). <input checked="" type="checkbox"/> Debtor is not a small business debtor as defined in 11 U.S.C. § 101(51D). Check if : <input type="checkbox"/> Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$2,190,000. ----- Check all applicable boxes: <input type="checkbox"/> A plan is being filed with this petition. <input type="checkbox"/> Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).					
Statistical/Administrative Information <input checked="" type="checkbox"/> Debtor estimates that funds will be available for distribution to unsecured creditors. <input type="checkbox"/> Debtor estimates that, after any exempt property is excluded and administrative expenses paid, there will be no funds available for distribution to unsecured creditors.										THIS SPACE IS FOR COURT USE ONLY
Estimated Number of Creditors <input type="checkbox"/> 1-49 <input type="checkbox"/> 50-99 <input checked="" type="checkbox"/> 100-199 <input type="checkbox"/> 200-999 <input type="checkbox"/> 1,000-5,000 <input type="checkbox"/> 5,001-10,000 <input type="checkbox"/> 10,001-25,000 <input type="checkbox"/> 25,001-50,000 <input type="checkbox"/> 50,001-100,000 <input type="checkbox"/> Over 100,000										
Estimated Assets <input type="checkbox"/> \$0 to \$50,000 <input type="checkbox"/> \$50,001 to \$100,000 <input type="checkbox"/> \$100,001 to \$500,000 <input type="checkbox"/> \$500,001 to \$1 million <input checked="" type="checkbox"/> \$1,000,001 to \$10 million <input type="checkbox"/> \$10,000,001 to \$50 million <input type="checkbox"/> \$50,000,001 to \$100 million <input type="checkbox"/> \$100,000,001 to \$500 million <input type="checkbox"/> \$500,000,001 to \$1 billion <input type="checkbox"/> More than \$1 billion										
Estimated Liabilities <input type="checkbox"/> \$0 to \$50,000 <input type="checkbox"/> \$50,001 to \$100,000 <input type="checkbox"/> \$100,001 to \$500,000 <input type="checkbox"/> \$500,001 to \$1 million <input checked="" type="checkbox"/> \$1,000,001 to \$10 million <input type="checkbox"/> \$10,000,001 to \$50 million <input type="checkbox"/> \$50,000,001 to \$100 million <input type="checkbox"/> \$100,000,001 to \$500 million <input type="checkbox"/> \$500,000,001 to \$1 billion <input type="checkbox"/> More than \$1 billion										

Voluntary Petition <i>(This page must be completed and filed in every case.)</i>		Name of Debtor(s): Ondova Limited Company	
All Prior Bankruptcy Cases Filed Within Last 8 Years (If more than two, attach additional sheet.)			
Location Where Filed:	Case Number:	Date Filed:	
Location Where Filed:	Case Number:	Date Filed:	
Pending Bankruptcy Case Filed by any Spouse, Partner, or Affiliate of this Debtor (If more than one, attach additional sheet.)			
Name of Debtor:	Case Number:	Date Filed:	
District: Northern District of Texas	Relationship:	Judge:	
<p style="text-align: center;">Exhibit A</p> <p>(To be completed if debtor is required to file periodic reports (e.g., forms 10K and 10Q) with the Securities and Exchange Commission pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 and is requesting relief under chapter 11.)</p> <p><input type="checkbox"/> Exhibit A is attached and made a part of this petition.</p>		<p style="text-align: center;">Exhibit B</p> <p>(To be completed if debtor is an individual whose debts are primarily consumer debts.)</p> <p>I, the attorney for the petitioner named in the foregoing petition, declare that I have informed the petitioner that [he or she] may proceed under chapter 7, 11, 12, or 13 of title 11, United States Code, and have explained the relief available under each such chapter. I further certify that I have delivered to the debtor the notice required by 11 U.S.C. § 342(b).</p> <p>X _____ Signature of Attorney for Debtor(s) (Date)</p>	
Exhibit C			
Does the debtor own or have possession of any property that poses or is alleged to pose a threat of imminent and identifiable harm to public health or safety?			
<input type="checkbox"/> Yes, and Exhibit C is attached and made a part of this petition.			
<input checked="" type="checkbox"/> No.			
Exhibit D			
(To be completed by every individual debtor. If a joint petition is filed, each spouse must complete and attach a separate Exhibit D.)			
<input type="checkbox"/> Exhibit D completed and signed by the debtor is attached and made a part of this petition.			
If this is a joint petition:			
<input type="checkbox"/> Exhibit D also completed and signed by the joint debtor is attached and made a part of this petition.			
Information Regarding the Debtor - Venue (Check any applicable box.)			
<input checked="" type="checkbox"/> Debtor has been domiciled or has had a residence, principal place of business, or principal assets in this District for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other District.			
<input type="checkbox"/> There is a bankruptcy case concerning debtor's affiliate, general partner, or partnership pending in this District.			
<input type="checkbox"/> Debtor is a debtor in a foreign proceeding and has its principal place of business or principal assets in the United States in this District, or has no principal place of business or assets in the United States but is a defendant in an action or proceeding [in a federal or state court] in this District, or the interests of the parties will be served in regard to the relief sought in this District.			
Certification by a Debtor Who Resides as a Tenant of Residential Property (Check all applicable boxes.)			
<input type="checkbox"/> Landlord has a judgment against the debtor for possession of debtor's residence. (If box checked, complete the following.)			

(Name of landlord that obtained judgment)			

(Address of landlord)			
<input type="checkbox"/> Debtor claims that under applicable nonbankruptcy law, there are circumstances under which the debtor would be permitted to cure the entire monetary default that gave rise to the judgment for possession, after the judgment for possession was entered, and			
<input type="checkbox"/> Debtor has included with this petition the deposit with the court of any rent that would become due during the 30-day period after the filing of the petition.			
<input type="checkbox"/> Debtor certifies that he/she has served the Landlord with this certification. (11 U.S.C. § 362(l)).			

B 1 (Official Form) 1 (1/08)		Page 3	
Voluntary Petition <i>(This page must be completed and filed in every case.)</i>		Name of Debtor(s): Ondova Limited Company	
Signatures			
<p style="text-align: center;">Signature(s) of Debtor(s) (Individual/Joint)</p> <p>I declare under penalty of perjury that the information provided in this petition is true and correct. [If petitioner is an individual whose debts are primarily consumer debts and has chosen to file under chapter 7] I am aware that I may proceed under chapter 7, 11, 12 or 13 of title 11, United States Code, understand the relief available under each such chapter, and choose to proceed under chapter 7. [If no attorney represents me and no bankruptcy petition preparer signs the petition] I have obtained and read the notice required by 11 U.S.C. § 342(b).</p> <p>I request relief in accordance with the chapter of title 11, United States Code, specified in this petition.</p> <p>X _____ Signature of Debtor</p> <p>X _____ Signature of Joint Debtor</p> <p>_____ Telephone Number (if not represented by attorney)</p> <p>_____ Date</p>		<p style="text-align: center;">Signature of a Foreign Representative</p> <p>I declare under penalty of perjury that the information provided in this petition is true and correct, that I am the foreign representative of a debtor in a foreign proceeding, and that I am authorized to file this petition.</p> <p>(Check only one box.)</p> <p><input type="checkbox"/> I request relief in accordance with chapter 15 of title 11, United States Code. Certified copies of the documents required by 11 U.S.C. § 1515 are attached.</p> <p><input type="checkbox"/> Pursuant to 11 U.S.C. § 1511, I request relief in accordance with the chapter of title 11 specified in this petition. A certified copy of the order granting recognition of the foreign main proceeding is attached.</p> <p>X _____ (Signature of Foreign Representative)</p> <p>_____ (Printed Name of Foreign Representative)</p> <p>_____ Date</p>	
<p style="text-align: center;">Signature of Attorney*</p> <p>X <u>//s// E. P. Keiffer</u> Signature of Attorney for Debtor(s) E. P. Keiffer Printed Name of Attorney for Debtor(s) Wright Ginsberg Brusilow P.C. Firm Name 1401 Elm Street, Suite 4750 Address Dallas, Texas 75202</p> <p>_____ 214.651.6517 Telephone Number 7/24/2009 Date</p> <p><small>*In a case in which § 707(b)(4)(D) applies, this signature also constitutes a certification that the attorney has no knowledge after an inquiry that the information in the schedules is incorrect.</small></p>		<p style="text-align: center;">Signature of Non-Attorney Bankruptcy Petition Preparer</p> <p>I declare under penalty of perjury that: (1) I am a bankruptcy petition preparer as defined in 11 U.S.C. § 110; (2) I prepared this document for compensation and have provided the debtor with a copy of this document and the notices and information required under 11 U.S.C. §§ 110(b), 110(h), and 342(b); and, (3) if rules or guidelines have been promulgated pursuant to 11 U.S.C. § 110(h) setting a maximum fee for services chargeable by bankruptcy petition preparers, I have given the debtor notice of the maximum amount before preparing any document for filing for a debtor or accepting any fee from the debtor, as required in that section. Official Form 19 is attached.</p> <p>_____ Printed Name and title, if any, of Bankruptcy Petition Preparer</p> <p>_____ Social-Security number (If the bankruptcy petition preparer is not an individual, state the Social-Security number of the officer, principal, responsible person or partner of the bankruptcy petition preparer.) (Required by 11 U.S.C. § 110.)</p> <p>_____ Address</p> <p>X _____ Date</p> <p>Signature of bankruptcy petition preparer or officer, principal, responsible person, or partner whose Social-Security number is provided above.</p> <p>Names and Social-Security numbers of all other individuals who prepared or assisted in preparing this document unless the bankruptcy petition preparer is not an individual.</p> <p>If more than one person prepared this document, attach additional sheets conforming to the appropriate official form for each person.</p> <p><i>A bankruptcy petition preparer's failure to comply with the provisions of title 11 and the Federal Rules of Bankruptcy Procedure may result in fines or imprisonment or both. 11 U.S.C. § 110; 18 U.S.C. § 156.</i></p>	
<p style="text-align: center;">Signature of Debtor (Corporation/Partnership)</p> <p>I declare under penalty of perjury that the information provided in this petition is true and correct, and that I have been authorized to file this petition on behalf of the debtor.</p> <p>The debtor requests the relief in accordance with the chapter of title 11, United States Code, specified in this petition.</p> <p>X <u>//s// Jeff Baron</u> Signature of Authorized Individual Jeff Baron, Trustee of Daystar Trust Printed Name of Authorized Individual Member/Manager of Ondova Limited Company Title of Authorized Individual 7/24/2009 Date</p>			

TAB 5

Case 09-34784-sgj11 Doc 98 Filed 09/17/09 Entered 09/17/09 12:43:08

U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS



ENTERED

TAWANA C. MARSHALL, CLERK
THE DATE OF ENTRY IS
ON THE COURT'S DOCKET

The following constitutes the ruling of the court and has the force and effect therein described.

United States Bankruptcy Judge

Signed September 16, 2009

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

IN RE:	§		
	§		
Ondova Limited Company	§	Case No.	09-34784-SGJ-11
	§		
	§		
DEBTORS	§	CHAPTER 11	

ORDER APPROVING APPOINTMENT OF CHAPTER 11 TRUSTEE

This cause comes before the Court upon the Application to Approve Appointment of Chapter 11 Trustee filed by the United States Trustee in the above entitled case. It appearing that Daniel J. Sherman was appointed by the United States Trustee after consulting with the appropriate parties-in-interest, that he is qualified under 11 U.S.C. §321(a) to serve as Trustee in this case, and that he has no connection with the United States Trustee or any persons employed by the United States Trustee, it is

ORDERED, that the appointment of Daniel J. Sherman as Chapter 11 Trustee in this case be, and is hereby APPROVED.

end of order

TAB 6

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Enter search term...

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- [Reverse Whois](#)
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- [Reverse IP](#)
- [DNS Tools](#)

Hosting History for Petfinders.com

Domain Search

Enter a Domain Name

Domain Name:

Enter a domain name into the search box to retrieve the hosting history.

Registrar History

Date	Registrar
2003-01-17	BookMyName.com
2004-05-18	eNom.com
2005-07-13	Compana
2010-10-29	GoDaddy.com

IP Address History

Event Date	Action	Pre-Action IP	Post-Action IP
2004-11-07	New	-none-	67.19.107.82
2006-02-12	Change	67.19.107.82	66.118.136.67
2006-11-04	Change	66.118.136.67	72.32.158.130
2007-01-20	Change	72.32.158.130	64.40.116.41
2007-09-30	Change	64.40.116.41	72.51.27.51
2009-04-13	Change	72.51.27.51	208.87.149.250
2009-09-05	Change	208.87.149.250	216.240.187.102
2009-12-13	Change	216.240.187.102	208.73.210.27
2009-12-24	Change	208.73.210.27	72.20.40.25
2010-01-10	Change	72.20.40.25	208.87.33.151
2010-08-23	Change	208.87.33.151	208.87.33.150
2010-10-25	Change	208.87.33.150	64.85.162.142
2010-10-30	Change	64.85.162.142	174.132.29.41
2011-04-10	New	-none-	174.132.29.41

Name Server History

Event Date	Action	Pre-Action Server	Post-Action Server
2002-12-08	Delete	Worldnic.com	-none-
2003-01-19	New	-none-	Compana.com
2009-04-12	Transfer	Compana.com	Dnsnameserver.org
2009-08-28	Transfer	Dnsnameserver.org	Above.com
2010-01-10	Transfer	Above.com	Hitfarm.com
2010-10-26	Transfer	Hitfarm.com	Compana.com
2010-10-30	Transfer	Compana.com	Petfinders.com

Note: The current IP location and IP whois may not be the same as it was on the event date.

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petfinders.com Whois Search Search

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Whois History for Petfinders.com on 2009-09-25

Enter a domain name to get its history

Domain Name:

[« Previous](#)

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Domain: [petfinders.com](#) - [Whois History](#)

Cache Date: 2009-09-25

Registrar: COMPANA, LLC

Server: whois.budgetnames.com

Created: 2003-01-08

Updated: 2009-08-27

Expires: 2010-01-08

Reverse Whois: Click on an email address we found in this whois record to see which other domains the registrant is associated with:
admin@compa.com

Registrant:
Compana LLC -
P.O. Box 111501
Carrolton, TX, 75011
US

Registered Through: BudgetNames.com
Domain Name: petfinders.com
Created: 2003-01-08 01:56:25
Expires: 2010-01-08 01:56:25

Administrative Contact:
Compana LLC -
P.O. Box 111501
Carrolton, TX, 75011
US
admin@compa.com
972-535-4155

Technical Contact:
Compana LLC -
P.O. Box 111501
Carrolton, TX, 75011
US
admin@compa.com
972-535-4155

Domain Nameservers:
[ns1.compana.com](#)
[ns2.compana.com](#)

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Whois History for Petfinders.com on 2011-08-28

Like .1K

Enter a domain name to get its history

Domain Name:

[< Previous](#)

Domain: [petfinders.com](#) - [Whois History](#)

Cache Date: 2011-08-28

Registrar: GODADDY.COM, INC.

Server: whois.godaddy.com

Created: 2003-01-08

Updated: 2010-10-29

Expires: 2012-01-08

Reverse Whois: Click on an email address we found in this whois record to see which other domains the registrant is associated with:
[dunrent@swbell.net](#)

Registrant:

Ondova Limited Company
400 North St. Paul
Suite 499
Dallas, Texas 75201
United States

Domain Name: PETFINDERS.COM

Created on: 08-Jan-03
Expires on: 08-Jan-12
Last Updated on: 29-Oct-10

Administrative Contact:

Nelson, Damon [dunrent@swbell.net](#)
Ondova Limited Company
400 North St. Paul
Suite 499
Dallas, Texas 75201
United States
+1.2149650852 Fax --

Technical Contact:

Nelson, Damon [dunrent@swbell.net](#)
Ondova Limited Company
400 North St. Paul
Suite 499
Dallas, Texas 75201
United States
+1.2149650852 Fax --

Domain servers in listed order:

NS1.PETFINDERS.COM
NS2.PETFINDERS.COM

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Whois History for Petfinders.com on 2008-07-04

Like 1K

Enter a domain name to get its history

Domain Name:

[« Previous](#)

[Next »](#)

Domain: [petfinders.com](#) - [Whois History](#)

Cache Date: 2008-07-04

Registrar: COMPANA, LLC

Server: whois.budgetnames.com

Created: 2003-01-08

Updated: 2008-01-09

Expires: 2009-01-08

Reverse Whois: Click on an email address we found in this whois record to see which other domains the registrant is associated with:
[admin@compana.com](#)

Registrant:

Compana LLC - NA NA
P.O. Box 111501
Carrolton, TX, 75011
US

Registered Through: BudgetNames.com

Domain Name: petfinders.com
Created: 2003-01-08 01:56:25
Expires: 2009-01-08 01:56:25

Administrative Contact:

Compana LLC - NA NA
P.O. Box 111501
Carrolton, TX, 75011
US
[admin@compana.com](#)
972-535-4155

Technical Contact:

Compana LLC - NA NA
P.O. Box 111501
Carrolton, TX, 75011
US
[admin@compana.com](#)
972-535-4155

Domain Nameservers:

ns1.compana.com
ns2.compana.com

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TAB 7

EXECUTION VERSION

MUTUAL SETTLEMENT AND RELEASE AGREEMENT

THIS MUTUAL SETTLEMENT AND RELEASE AGREEMENT ("Agreement"), effective as of the Settlement Date (as defined below), is entered into on July 2, 2010 by and among the following persons and entities:

1. Munish Krishan ("Krishan"), individually and on behalf of all beneficiaries of the MMSK Trust, a trust organized and established under the laws of the Cook Islands (the "MMSK Trust"), Seema Krishan, individually, Mahnik Krishan, individually, Amani Krishan, individually, Manila Industries, Inc., a California corporation ("Manila"), and Netsphere, Inc., a Michigan corporation ("Netsphere") (hereinafter collectively referred to as the "Manila Parties");
2. Jeffrey Baron, individually and as a beneficiary of and on behalf of all beneficiaries of: (i) the Village Trust, a trust organized and established under the laws of the Cook Islands (the "Village Trust"); (ii) Equity Trust Company IRA 19471; (iii) the Daystar Trust (sole member of Ondova); and (iv) the Belton Trust (sole member of Domain Jamboree, LLC); Jeffrey Baron as Trustee of the Daystar Trust, a trust organized and established under the laws of Texas; and Jeffrey Baron, as Trustee of the Belton Trust, a trust organized and established under the laws of Texas (hereinafter collectively referred to as "Baron");
3. Biju Mathew, Amir Asad, Rohit Krishan, Manish Aggarwal, and Amer Zaveri (hereinafter jointly referred to as the "Manila Related Parties");
4. Ondova Limited Company d/b/a Compana, LLC, a Texas limited liability company ("Ondova" or "Debtor"), debtor in Bankruptcy Case No. 09-34784-SGJ-11 (the "Bankruptcy Case") pending in the United States Bankruptcy Court for the Northern District of Texas, Dallas Division (the "Bankruptcy Court");
5. Daniel J. (Corky) Sherman, Chapter 11 Bankruptcy Trustee of Ondova ("Sherman" or the "Chapter 11 Trustee");
6. HCB, LLC, a Delaware limited liability company, and HCB, LLC, a USVI limited liability company (individually or collectively, "HCB"), Realty Investment Management, LLC, a Delaware limited liability company, Realty Investment Management, LLC, a USVI limited liability company (individually or collectively, "RIM"), Simple Solutions, LLC, a USVI limited liability company ("Simple Solutions"), Search Guide, LLC, a USVI limited liability company ("Search Guide") and Blue Horizon Limited Liability Company, a USVI limited liability company ("Blue Horizon") (hereinafter jointly referred to as the "USVI LLCs");
7. Four Points Management, LLLP, a USVI limited liability limited partnership and sole member of each of the USVI LLCs ("Four Points");
8. Marshden, LLC, a USVI limited liability company and general partner of Four Points ("Marshden");
9. Novo Point, Inc., a USVI corporation ("Novo Point"), Iguana Consulting, Inc., a USVI corporation ("Iguana Consulting"), and Quantec, Inc., a USVI corporation ("Quantec") (hereinafter collectively referred to as the "USVI corporations") (USVI LLCs, Four

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Points, Marshden, and USVI corporations hereinafter collectively referred to as the "USVI Entities");

10. Jeanne Hudson ("Hudson"), Denis Kleinfeld ("Kleinfeld"), individually and on behalf of all officers, directors, managers, members and employees of each of the USVI Entities (hereinafter collectively referred to as the "USVI Officers") (USVI Entities and USVI Officers, inclusive of Hudson, are hereinafter collectively referred to as the "USVI Parties");
11. Charla Aldous ("Aldous"), Jeff Rasansky ("Rasansky"), and Ron Sheridan ("Sheridan") (hereinafter collectively referred to as the "Interested Parties");
12. Shiloh, LLC, a Delaware limited liability company ("Shiloh"), the member of which is Quantec LLC and the manager of which is Novquant LLC;
13. Manassas, LLC, a Texas limited liability company ("Manassas");
14. Byron Dean, sole member of Manassas ("Dean");
15. Bud Branstetter, manager of Manassas ("Branstetter");
16. Javelina, LLC, a Delaware limited liability company ("Javelina"), the member of which is Novo Point LLC and the manager of which is Novquant LLC;
17. Diamond Key, LLC, a Texas limited liability company ("Diamond Key");
18. Nina deVassal, sole member and manager of Diamond Key ("deVassal");
19. The Village Trust and Asiatrust Limited as Trustee of the Village Trust, a trust organized and established under the laws of the Cook Islands (hereinafter collectively referred to as the "Trustee of the Village Trust");
20. The MMSK Trust and Asiatrust Limited as Trustee of the MMSK Trust, a trust organized and established under the laws of the Cook Islands (hereinafter collectively referred to as the "Trustee of the MMSK Trust");
21. Iguana Consulting LLC, a Cook Islands limited liability company, Novo Point LLC, a Cook Islands limited liability company, and Quantec LLC, a Cook Islands limited liability company (hereinafter collectively referred to as the "Trust LLCs") (Shiloh, Manassas, Javelina, Diamond Key, the Trust LLCs, Dean, Branstetter, deVassal, Trustee of the Village Trust, and Asiatrust Limited are hereinafter collectively referred to as the "Trusts");
22. Equity Trust Company, a South Dakota trust company, as Custodian of IRA 19471 and as successor in interest of Mid Ohio Securities as Custodian of IRA 19471 ("Equity Trust");
23. Manoj Krishan, individually;
24. CallingCards.com, LLC, a Texas limited liability company ("CC.com");

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25. Domain Jamboree, LLC, a Wyoming limited liability company ("DJ") and the Belton Trust as the sole member of DJ (hereinafter collectively referred to as "Domain Jamboree Parties"); and
26. ID Genesis, LLC, a Utah limited liability company ("ID") and Netsphere, Inc. as the sole member of ID (hereinafter collectively referred to as "ID Genesis Parties").

The aforementioned parties may also sometimes be collectively referred to in this Agreement as the "Parties" and each, individually as a "Party".

I
RECITALS:

WHEREAS, on November 14, 2006, Baron and Ondova filed a civil cause in the District Court, Dallas County, Texas, 68th Judicial District, styled, *Ondova Limited Company, et al., vs. Manila Industries, Inc.*, Cause No. 06-11717, in which Baron and Ondova alleged claims more fully described in Plaintiffs' Petition and First through Sixth Amended Petitions (which claims are incorporated herein by reference for all purposes and are collectively referred to herein as the "Baron Claims" and/or "Texas Case"); and

WHEREAS, on November 15, 2006, Manila, Netsphere and Krishan filed a civil cause against Ondova, RIM, HCB and Baron in the United States District Court for the Central District of California, Southern Division, styled *Manila Industries, Inc, Netsphere, Inc., and Munish Krishan vs. Ondova, Limited Co., d/b/a Compana, LLC*; Realty Investment Management, LLC, HCB, LLC; and Jeffrey Baron, Case No. SACV 06-1105 AG (ANx) (which claims are incorporated herein by reference for all purposes and are collectively referred to herein as the "Manila Claims" and/or "California Case"); and

WHEREAS, on September 27, 2007, Simple Solutions filed a civil cause against Ondova in the District Court of the Virgin Islands, Division of St. Thomas & St. John, styled *Simple Solutions, LLC vs. Ondova Limited Co, LLC d/b/a Compana, LLC*, No. 3:07-CV-123 (which claims are incorporated herein by reference for all purposes and are collectively referred to herein as the "Simple Solutions Claims" and/or "VI Case"); and

WHEREAS, on May 28, 2009, Krishan, Manila and Netsphere filed a civil cause against Ondova and Baron in the United States District Court for the Northern District of Texas, Dallas Division, in which Aldous and Rasansky have intervened and the Trust LLCs have requested leave to intervene, styled, *Netsphere, Inc., et al. vs. Jeffrey Baron, et al.*, Case No. 3:09-CV-0988-F (which claims are incorporated herein by reference for all purposes and are collectively referred to herein as the "Dallas Federal Case"); and

WHEREAS, on July 27, 2009 Ondova filed for Chapter 11 protection under the Bankruptcy Code (as defined below) in the Bankruptcy Court (the "Petition Date"). Sherman was appointed Chapter 11 Trustee on September 17, 2009; and

WHEREAS, on February 12, 2007, HCB and Simple Solutions filed a civil cause against Oversee.net in the District Court of the Virgin Islands, Division of St. Thomas-St. John, styled *HCB, LC and Simple Solutions, LLC, v. Oversee.net*, Case No. 3:07-CV-00029-CVG (which claims are incorporated herein by reference for all purposes and are collectively referred to herein as the "USVI Oversee Lawsuit"); and

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WHEREAS, on November 6, 2009 Oversee.net filed a claim for breach of contract and fraud against Simple Solutions, LLC, a USVI limited liability company, HCB, LLC, a Delaware Limited Liability Company and Does 1 to 10 in the United States District of California, Case No. CV09-08154-OOW (RZx) ("Cal. Oversee Suit"); and

WHEREAS, on November 12, 2009, Manila and Netsphere filed a civil cause against Oversee.net and Doe 1 through Doe 10 in the Superior Court of the State of California, styled *Manila Industries, Inc. a California corporation; Netsphere, Inc., a Michigan corporation vs. Oversee.net, a California corporation; and DOE 1 through DOE 10, inclusive*, Case No. BC425821 (which claims are incorporated herein by reference for all purposes and are collectively referred to herein as the "Manila Oversee Lawsuit"); and

WHEREAS, on November 2, 2008, Equity Trust Company, f/k/a Mid Ohio Securities, Custodian FBO IRA 19471 and Jeffrey Baron as Beneficiary of Equity Trust Company FBO IRA 19471 filed a civil case in the 68th Judicial District, Dallas County, Texas, against Rohit Krishan, Individually and d/b/a Callingcards.com, Munish Krishan and Manoj Krishan, styled *Equity Trust Company, f/k/a Mid Ohio Securities, Custodian FBO IRA 19471 and Jeffrey Baron As Beneficiary of Equity Trust Company FBO IRA 19471 vs. Rohit Krishan, Individually and d/b/a Callingcards.com, Munish Krishan and Manoj Krishan*, Cause No. DC08-13925-C (which claims are incorporated herein by reference for all purposes and are collectively referred to herein as the "Phonecards.com Case") (the Texas Case, California Case, VI Case, Dallas Federal Case and Phonecards.com Case are collectively referred to herein as the "Underlying Cases"); and

WHEREAS, all Parties generally and/or specifically have denied the allegations made against them and asserted various defenses and other matters as described more fully in their responsive pleadings, all of which are incorporated by reference for all purposes into this Agreement; and

WHEREAS, the Parties to this Agreement desire to avoid the necessity, expense, inconvenience and uncertainty of further litigation and fully and finally resolve all matters by and among them and all known and unknown claims, counterclaims and cross-claims that have, or could have been, plead in the past by any of the Parties hereto, arising out of, or in any way related to, the cases, lawsuits and disputes among them; and

WHEREAS, it is the desire of the Parties to separate any and all business by, between and among themselves;

NOW, THEREFORE, for and in consideration of the above recitals, which recitals are contractual in nature, the mutual promises, mutual general releases and agreements herein contained, and for other good and valuable consideration, the receipt of which are hereby acknowledged, the Parties hereto do hereby covenant, agree and contract as follows:

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II
AGREEMENTS:

1. **Payment of Cash.** In consideration of the provisions of this Agreement, including, without limitation, the Recitals and general releases, at the direction of the Village Trust, Manila will deliver One Million Two Hundred Fifty Thousand Dollars (\$1,250,000) by wire transfer to the Chapter 11 Trustee (the "Cash Payment"), which delivery shall be made on behalf of the Village Trust in accordance with the wire instructions provided by Raymond J. Urbanik to John MacPete by email dated June 7, 2010, as may be updated with written notice from the Chapter 11 Trustee to Netsphere at least thirty (30) days prior to any date on which payment is due (the "Cash Payment Instructions"), on the later of: (i) the date which is thirty (30) days after the Settlement Date or ninety (90) days after a 9019 motion is filed with the Bankruptcy Court to approve this Agreement (such applicable date, the "Transfer Date"). The Chapter 11 Trustee will use the Cash Payment and the Deferred Payment (as defined below) to pay creditors, administrative costs and any and all other expenses associated with Ondova's bankruptcy estate (the "Estate").

2. **Deferred Payment and Unsecured Claim.**
 - A. Manila hereby promises to pay the Village Trust the sum of Six Hundred Thousand Dollars (\$600,000) ("Deferred Payment"), together with simple interest thereon calculated as provided in this subsection A. The following provisions are applicable to the Deferred Payment:
 - (i) The Deferred Payment and interest thereon is due and payable in full on or before the second anniversary of the Transfer Date (such date, the "Maturity Date").
 - (ii) Noncompounding simple interest shall accrue at the rate of ten percent (10%) per annum (computed on the basis of a three hundred sixty-five (365) day year and the actual number of days elapsed in a year) on the unpaid principal amount of the Deferred Payment outstanding from time to time, or (if less) the highest rate then permitted under Texas law. Any accrued interest which for any reason has not theretofore been paid shall be paid in full on the Maturity Date.
 - (iii) Manila may, at any time and from time to time without premium or penalty, prepay all or a portion (in whole number multiples of \$1,000 only) of the outstanding principal amount (and any accrued and unpaid interest thereon) of the Deferred Payment.
 - (iv) Payments made by Manila shall be applied (a) first, to the payment of all accrued and unpaid interest, (b) second, to the payment of principal of the Deferred Payment), and (c) the balance, if any, to Manila.
 - (v) Interest payable on the outstanding principal balance of the Deferred Payment starts as of the first day of the fourth (4th) full calendar month after the Transfer Date (the "Payment Commencement Date") and shall be paid on a quarterly basis, commencing on the Payment Commencement Date (and the first quarterly payment will be for the period between the Transfer Date and the day immediately preceding the Payment Commencement Date), and continuing on the first day of each quarter thereafter until the Maturity Date, at which time all outstanding principal and interest shall be due and payable in full.

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- (vi) Manila's obligations to pay the Deferred Payment to the Village Trust shall be secured by a pledge of the domain name *FreeSex.com* pursuant to the Security Agreement (as defined below).
 - (vii) All payments to be made pursuant to the provisions of this Section 2 by Manila to the Village Trust shall be made in the lawful money of the United States of America in immediately available U.S. funds by wire transfer in accordance with the wire instructions provided by Craig Capua to John MacPete by email dated June 7, 2010, and as may be updated with written notice from the Village Trust to Manila at least thirty (30) days prior to any date on which payment is due. Furthermore, the Village Trust may direct Manila to pay Equity Trust, which payments shall be made on behalf of the Village Trust, pursuant to an agreement between Equity Trust and the Village Trust; provided, the Village Trust must provide Manila at least thirty (30) days prior written notice of the wiring instructions for such payment to Equity Trust.
- B. On the Transfer Date, Manila will execute and deliver to the Village Trust a security agreement (the "Security Agreement") in the exact form attached hereto as Exhibit A.
- C. The Chapter 11 Trustee hereby grants Aldous and Rasansky (hereinafter collectively referred to as the "Rasansky Parties") a general unsecured claim in the amount of Two Hundred Thousand Dollars (\$200,000) against the Estate. In the event the Rasansky unsecured claim is not paid in full by the Estate, within thirty (30) days of a written request from the Rasansky Parties, Jeffrey Baron agrees to pay the Rasansky Parties an amount equal to the difference between Two Hundred Thousand Dollars (\$200,000) and the actual amount paid on the unsecured claim by the Estate (and, if requested by Jeffrey Baron, the Village Trust agrees to make a distribution to Jeffrey Baron for such purpose).
3. Split of Disputed Domain Names.
- A. Each of the Manila Parties represent and warrant to Baron, the Trusts, the Chapter 11 Trustee and Ondova that the Even Group Portfolio of domain names (as defined in Paragraph 3 of the June 26, 2009, Preliminary Injunction in the Dallas Federal Case [Preliminary Injunction]) and the domain names in the Restore List (as defined in Paragraph 5(e) of the Preliminary Injunction) collectively represent the accurate list of domain names referred to herein as the "Even Group Portfolio."
- B. Each of Baron, the Trusts, the Chapter 11 Trustee and Ondova represent and warrant to the Manila Parties that the Odd Group Portfolio (as defined in Paragraph 3 of the Preliminary Injunction) and the domain names in the Allocated Names List (as defined in Paragraph 5(d) of the Preliminary Injunction) that have not expired, been deleted, or been transferred to an unrelated third party by the Manila Parties, as of the Transfer Date (the "Remaining Allocated Names") collectively represent the accurate list of domain names referred to herein as the "Odd Group Portfolio".
- C. As of the Settlement Date, each of the Manila Parties (except for Manila), the Manila Related Parties, the Trustee of the MMSK Trust, Baron, the Interested Parties, the USVI Parties, the Trusts, the Chapter 11 Trustee, Ondova and each other Party to this Agreement (the "Even Group Portfolio Quitclaiming Parties") quitclaim any interest in the Even Group Portfolio to Manila, and make an express quitclaim to Manila and disavow all rights of every kind, nature and description, if any, they may have, or ever

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had, in and to all rights related to the Even Group Portfolio, including, without limitation, property rights, contract rights, copyright interests and any other intellectual property interests, the value of goodwill, and any income that may be derived from and after the Settlement Date from the domain names and related rights in the Even Group Portfolio. All rights granted, if any, and the related abandonment of claims and interests in the Even Group Portfolio are irrevocable.

- D. As of the Settlement Date, each of the Manila Parties, the Manila Related Parties, the Trustee of the MMSK Trust, Baron, the Interested Parties, the USVI Parties, the Trusts (except for Quantec LLC), the Chapter 11 Trustee, Ondova and each other Party to this Agreement (the “Odd Group Portfolio Quitclaiming Parties”) quitclaim any interest in the Odd Group Portfolio to Quantec LLC, and make an express quitclaim to Quantec LLC, and disavow all rights of every kind, nature and description, if any, they may have, or ever had, in and to all rights related to the Odd Group Portfolio, including, without limitation, property rights, contract rights, copyright interests and any other intellectual property interests, the value of goodwill, and any income that may be derived from and after the Settlement Date from domain names and related rights in the Odd Group Portfolio. All rights granted, if any, and the related abandonment of claims and interests in the Odd Group Portfolio are irrevocable. Further, on or before the Transfer Date, Manila shall (i) provide a list of Remaining Allocated Names to the Village Trust and Jeffrey Baron through their attorneys, Craig Capua at craig.c@WestLLP.com and Gerrit Pronske at gpronske@pronskepatel.com, (ii) e-mail Gay Nee (gaynee@webnic.cc) with the list of Remaining Allocated Names, and (iii) request Gay Nee to update the Whois information for the Remaining Allocated Names with the following contact information:

Whois Identity Shield
Post Office Box 152
Britton’s Hill
St. Michael, Barbados
Phone: (604) 484-4206
E-mail:
8cGRuPjmxwuKTbEIXkcvOzHx+nKvp1NduvKTpOpDGTDCITozwGM=@2010.identityshield.com

The Manila Parties are not required to incur any out-of-pocket expenses in connection with any transfer of the Remaining Allocated Names to Quantec LLC.

Fifteen (15) days after the Transfer Date shall be referred to as the “Transfer Implementation Period.” Quantec LLC will pay funds sufficient to the registrar for the purposes of transferring and renewing the Remaining Allocated Names. Ondova, or other registrar appointed by Quantec LLC, agrees to insure that the Remaining Allocated Names will be transferred to the registrar during the Transfer Implementation Period and implement such transfer.

- E. From and after the Settlement Date, the Estate shall continue to own the domain name *servers.com*, which domain name shall, if necessary, be liquidated, pursuant to Section 363(b) of the Bankruptcy Code (as defined below) or pursuant to a plan, to fund costs of administration of the Bankruptcy Case and amounts needed with respect to a plan of reorganization or liquidation, if feasible, with respect to Ondova (the “Ondova Plan”). Additionally, it is expressly understood and agreed by the Parties that at no time prior to the Settlement Date does the Chapter 11 Trustee waive any claim of ownership or

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otherwise to other domain names in the Odd Group Portfolio, the Blue Horizon Portfolio and the Excluded Disputed Domains (as defined below). As used herein, “Excluded Disputed Domains” means the list of twelve (12) domain names identified in an e-mail from Raymond J. Urbanik to Gerrit Pronske on June 2, 2010.

4. **Blue Horizon Names.** As of the Settlement Date, each of the Manila Parties, the Manila Related Parties, the Trustee of the MMSK Trust, Baron, the Interested Parties, the USVI Parties, the Trusts (except for Novo Point LLC), the Chapter 11 Trustee, Ondova and each other Party to this Agreement (the “Blue Horizon Quitclaiming Parties”) quitclaim any interest in any and all domain names that previously were registered through Ondova, exclusive of the Even Group Portfolio, the Odd Group Portfolio and any domain name not registered through or at Ondova as of February 22, 2010, and exclusive of *pokerstar.com* (which is addressed in Section 6 below), *servers.com* and the Excluded Disputed Domains (the “Blue Horizon Portfolio”), to Novo Point LLC and make an express quitclaim to Novo Point LLC, and disavow all rights of every kind, nature and description, if any, they may have, or ever had, in and to all rights related to the Blue Horizon Portfolio, including, without limitation, property rights, contract rights, copyright interests and any other intellectual property interests, the value of goodwill, and any and all income that may be derived from and after the Settlement Date from domain names and related rights in the Blue Horizon Portfolio. All rights granted, if any, and the related abandonment of claims and interests in the Blue Horizon Portfolio are irrevocable.
5. **Searchguide.com.** As of the Settlement Date, each of the Manila Parties, the Manila Related Parties, the Trustee of the MMSK Trust, Baron, the Interested Parties, the USVI Parties, the Trusts (except for Novo Point LLC), the Chapter 11 Trustee and Ondova (the “SearchGuide.com Quitclaiming Parties”) quitclaim any interest in the domain name *searchguide.com* to Novo Point LLC and make an express quitclaim to Novo Point LLC, and disavow all rights of every kind, nature and description, if any, they may have, or ever had, in and to all rights related to the domain name *searchguide.com*, including, without limitation, property rights, contract rights, copyright interests and any other intellectual property interests, the value of goodwill, and the income that may be derived from *searchguide.com* from and after the Settlement Date; provided, such quitclaim is strictly limited to the domain name itself and excludes: (i) any website that appeared on *searchguide.com*, (ii) any software associated with *seachguide.com*, and (iii) any other content or intellectual property related to *searchguide.com* (collectively “Searchguide Software”). All rights granted, if any, and the related abandonment of claims and interests in the domain name *searchguide.com* are irrevocable.
6. **Pokerstar.com.**
 - A. As of the Settlement Date, each of the Manila Parties, the Manila Related Parties, the Trustee of the MMSK Trust, Baron, the Interested Parties, the USVI Parties, the Trusts (except for the Village Trust), the Chapter 11 Trustee, Ondova and each other Party to this Agreement (the “Pokerstar.com Quitclaiming Parties”) quitclaim any interest in the domain name *pokerstar.com* to the Village Trust, and make an express quitclaim to the Village Trust and disavow all rights of every kind, nature and description, if any, they may have, or ever had, in and to all rights related to the domain name *pokerstar.com*, including, without limitation, property rights, contract rights, copyright interests and any other intellectual property interests, the value of goodwill, and the income that may be derived from *pokerstar.com* from and after the Settlement Date, provided, such quitclaim is strictly limited to the domain name itself and excludes: (i) any website that appeared on *pokerstar.com* developed in whole or in part by the Manila Parties or the Manila Related Parties; (ii) any software associated with *pokerstar.com* developed in whole or in part by

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the Manila Parties or the Manila Related Parties; and (iii) any other content or intellectual property related to *pokerstar.com* developed in whole or in part by the Manila Parties or the Manila Related Parties (collectively "Pokerstar Software"). All rights granted, if any, and the related abandonment of claims and interests in the domain name *pokerstar.com* are irrevocable.

- B. As consideration for, and contemporaneously with execution of this Agreement, Manila and the Village Trust shall enter into a license agreement for *pokerstar.com* (the "License Agreement") in the exact form attached as Exhibit B. Within five (5) business days after the Settlement Date, Netsphere shall remit in escrow to the Chapter 11 Trustee fifty percent (50%) of the gross revenue actually received by Netsphere for operation of *pokerstar.com* ("Old Pokerstar Revenue") during the period commencing April 1, 2009, and ending June 30, 2010, such remittance to be made by wire transfer in accordance with the Cash Payment Instructions. Commencing on the date which is thirty (30) days after the Settlement Date, and continuing on the same day of each month thereafter until the Transfer Date, Netsphere shall remit in escrow to the Chapter 11 Trustee fifty percent (50%) of the gross revenue actually received by Netsphere for operation of the *pokerstar.com* website (the "Additional Pokerstar Revenue" and, together with the Old Pokerstar Revenue, the "Combined Pokerstar Revenue"), such remittance to be made by wire transfer in accordance with the Cash Payment Instructions (with the first such payment covering the period July 1, 2010, through the Transfer Date). The Chapter 11 Trustee agrees to hold the Combined Pokerstar Revenue in escrow until the earlier of, as applicable: (i) the date of the Settlement Date, in which event the Chapter 11 Trustee shall pay the Combined Pokerstar Revenue to the Village Trust in accordance with the wire instructions provided by Craig Capua to Raymond J. Urbanik by email dated June 7, 2010, as may be updated with written notice from the Village Trust to the Chapter 11 Trustee at least thirty (30) days prior to any date on which payment is due (ii) the date the Bankruptcy Court fails to approve the Final Settlement Order, in which event the Chapter 11 Trustee shall pay the Combined Pokerstar Revenue to Netsphere within three (3) days of such disapproval in accordance with the wire instructions provided by Ravi Puri to Raymond J. Urbanik by email dated June 7, 2010, as may be updated with written notice from Netsphere to the Chapter 11 Trustee at least thirty (30) days prior to any date on which payment is due (the "Pokerstar Payment Instructions") or (iii) the fourth (4th) day after the date the Chapter 11 Trustee receives written notice from Netsphere that any of the Parties failed to perform any of the material provisions of this Agreement, identified with specificity, in the event such failure is not cured within three (3) days after the date of such notice, in which event the Chapter 11 Trustee shall pay the Combined Pokerstar Revenue to Netsphere in accordance with the Pokerstar Payment Instructions. Notwithstanding the foregoing, such return of the Combined Pokerstar Revenue shall not operate to recharacterize the legal ownership of the funds nor be a waiver by any Party of any claim to such funds.
- C. The Village Trust hereby agrees to pay the Chapter 11 Trustee Four Hundred Fifty Thousand Dollars (\$450,000) (the "Additional Payment"). The Additional Payment shall be paid to the Chapter 11 Trustee by the Village Trust in the following manner: (i) One Hundred Twenty-Five Thousand Dollars (\$125,000) (the "Lump Sum Payment") shall be paid to the Chapter 11 Trustee within ten (10) business days after the Settlement Date (the "Additional Lump Sum Payment Due Date") in accordance with the wire instructions provided by Raymond J. Urbanik to Craig Capua by email dated June 7, 2010, as may be updated with written notice from the Village Trust to the Chapter 11 Trustee at least thirty (30) days prior to any date on which payment is due (the "Lump Sum Payment");

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Instructions"); (ii) One Hundred Thousand Dollars (\$100,000) (together with the Monthly Installments defined below, the "Monthly Payments") shall be paid to the Chapter 11 Trustee promptly after execution of this Agreement, such funds to be used by the Chapter 11 Trustee to pay outstanding invoices due VeriSign by the Estate; and (iii) thirty (30) days after the Additional Lump Sum Payment Due Date (and continuing on the same day of each month thereafter until the Additional Payment has been paid in full) (each a "Monthly Installment"), Fifty Thousand Dollars (\$50,000) shall be paid to the Chapter 11 Trustee as follows: (a) up to Eighteen Thousand Dollars (\$18,000) per month paid by Netsphere directly to the Chapter 11 Trustee from the revenue of Pokerstar if sufficient funds are available from fifty (50%) of the revenue owed to the Village Trust as generated by *pokerstar.com* during the particular month the payment is due; and (b) Thirty-Two Thousand Dollars (\$32,000) per month from the Trusts directly to the Chapter 11 Trustee from domain name monetization of the Blue Horizon Portfolio and the Odd Group Portfolio (collectively, the "Portfolios") for a total of three months (plus \$12,000 for the fourth month). With respect to the Monthly Installments being paid by the Trusts from the domain name monetization of the Portfolios, each Monthly Installment shall be considered an advance made to the Trustee for payment of administrative costs of the Estate and payment of creditor claims. In the event there are surplus funds from such advances available in the Estate after the payment of administrative costs and an eighty percent (80%) distribution to general unsecured creditors of Ondova pursuant to a Plan of Reorganization, the Chapter 11 Trustee shall return to the Trusts an amount equal to the surplusage. In no other instance shall the Chapter 11 Trustee have any obligation to return any of such advances. To secure the obligation of the Village Trust to the Chapter 11 Trustee with respect to the Additional Payment, on the Settlement Date, (x) the Village Trust shall:

- (i) grant the Chapter 11 Trustee a first lien security interest in the domain name *pokerstar.com*, which is subordinate to the License Agreement attached as Exhibit B and which security interest shall be evidenced by a security agreement (the "Pokerstar Security Agreement") in the exact form attached hereto as Exhibit C; (y) the Village Trust and the Chapter 11 Trustee will each execute three (3) partially executed originals of an escrow agreement in the exact form attached hereto as Exhibit D (the "Pokerstar Escrow Agreement"), which escrow agreement shall name and be delivered to Gracy Title Company, 100 Congress Avenue, Suite 100, Austin, Texas 78701 (Attn: Elizabeth Young) as "Escrow Agent" for the purposes of holding and dealing with the assignment of the domain name *pokerstar.com*; and (b) in connection with the Pokerstar Escrow Agreement, the Village Trust shall execute and deliver an original of an assignment (the "Pokerstar Assignment"), which shall be in the exact form attached hereto as Exhibit E;
- (ii) execute and deliver to the Chapter 11 Trustee prior to the Settlement Date a new domain registration agreement with Ondova for each of the Portfolios (each a "New Domain Name Registration Agreement") which, until the three payments of Thirty-Two Thousand Dollars (\$32,000) and one payment of Eighteen Thousand Dollars (\$18,000) have been made, (v) is non-cancelable without the prior written consent of the Chapter 11 Trustee (which consent may be withheld, conditioned or delayed in the sole discretion of the Chapter 11 Trustee), (w) confirms the Revenue Lien (as defined below), (x) confirms the Chapter 11 Trustee's right upon an Uncured Event of Default (as defined below) to receive the revenue generated from monetization of the domain names in the Blue Horizon Portfolio,

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(y) confirms the Chapter 11 Trustee's right upon an Uncured Event of Default to file the Agreed Order, and (z) provides that, except for the Disposed Names (as defined below) and Released Names (as defined below), none of the names in the Blue Horizon Portfolio shall be transferred, canceled or otherwise disposed of without the prior written consent of the Chapter 11 Trustee (which consent may be withheld, conditioned or delayed in the sole discretion of the Chapter 11 Trustee); and

- (iii) grant the Chapter 11 Trustee a first lien security interest in the revenues generated from monetization of the domain names in the Blue Horizon Portfolio (the "Revenue Lien"), which lien and security interest shall be evidenced by a security agreement (the "Blue Horizon Security Agreement") in the exact form attached hereto as Exhibit F.

In addition to the above, (i) the Trusts, Baron and each Party hereto which in any way has control or ownership in the Blue Horizon Portfolio agree to execute an Agreed Order in the form attached hereto as Exhibit G providing that, upon an uncured payment default with respect to the Additional Payment, it directs each business used to monetize the domain names in the Blue Horizon Portfolio to pay all monetization revenue earned thereon directly to the Chapter 11 Trustee; and (ii) (in the event of default) the Trusts agree to provide monthly reports to the Trustee which state the name of the registrar and monetization company for the names in the Blue Horizon Portfolio, and the failure to do, or the report of an unauthorized registrar or monetization company, shall constitute a material default in payment of the Additional Payment.

The Village Trust further agrees that, from and after the Settlement Date, the domain name *pokerstar.com* will not be transferred, re-registered or otherwise conveyed without the prior written consent of the Chapter 11 Trustee and, in such regard, the Trustee of the Village Trust agrees to reasonably cooperate with the registrar of such name and counsel for the Chapter 11 Trustee to insure compliance with such agreement.

As used above, (i) "Uncured Event of Default" means a breach of any covenant or agreement by Village Trust pursuant to this Section 6 or a New Domain Name Registration Agreement which is not cured within fifteen (15) days of the date of the Chapter 11 Trustee's notice thereof; (ii) "Default Notice" means a written notice delivered by the Chapter 11 Trustee which states that an Uncured Event of Default exists and directs payment of the revenue from the Blue Horizon Portfolio to be made to the Chapter 11 Trustee; (iii) "Disposed Names" means names in the Blue Horizon Portfolio which are reasonably determined by the Village Trust, and agreed in writing by the Chapter 11 Trustee, to be of nominal value and/or, based on intellectual property claims or potential intellectual property claims, to present significant or potentially significant liability to the owner thereof and, therefore, allowed to lapse; and (iv) "Released Names" means specific names in the Blue Horizon Portfolio which are released in writing by the Chapter 11 Trustee following written request of the Village Trust; provided, releases shall not be made if there exists an Uncured Event of Default, each release request shall be signed by the Village Trust and specify the name(s) requested to be released, and at no time shall the remaining value of the names in the Blue Horizon Portfolio be less than an amount equal to one hundred fifty percent (150%) multiplied by a sum equal to the then-outstanding unpaid Lump Sum Payment Monthly Installments. In the event that the Trustee does not object to the release of the names upon 3 business days written notice such release shall be deemed to have been approved.

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7. Domainjamboree.com and IDGenesis.com.

- A. As of the Settlement Date, each of the Manila Parties, the Manila Related Parties, the Trustee of the MMSK Trust, Baron (except for the Belton Trust), the Interested Parties, the USVI Parties, the Trusts, the Chapter 11 Trustee and Ondova (the "Domain Jamboree Quitclaiming Parties") quitclaim any interest to the domain name *domainjamboree.com* and the ICANN Accredited registrar, Domain Jamboree, LLC (collectively "Domain Jamboree") to the Belton Trust and make an express quitclaim to the Belton Trust and disavow all rights of every kind, nature and description, if any, they may have, or ever had, in and to all rights related to Domain Jamboree, including, without limitation, property rights, contract rights, copyright interests and any other intellectual property interests, the value of goodwill, and the income that may be derived from Domain Jamboree from and after the Settlement Date; provided, such excludes: (i) any website that appeared on *domainjamboree.com*, (ii) any software associated with *domainjamboree.com*, and (iii) any other content or intellectual property related to Domain Jamboree, (collectively "Domain Jamboree Software"). All rights granted, if any, and the related abandonment of claims and interests in Domain Jamboree are irrevocable.
- B. As of the Settlement Date, each of the Manila Parties (except for Netsphere), the Manila Related Parties, the Trustee of the MMSK Trust, Baron, the Interested Parties, the USVI Parties, the Trusts, the Chapter 11 Trustee and Ondova (the "ID Genesis Quitclaiming Parties") quitclaim any interest to the domain name *idgenesis.com* and the ICANN Accredited registrar ID Genesis, LLC, (collectively "ID Genesis") to Netsphere, and make an express quitclaim to Netsphere and disavow all rights of every kind, nature and description, if any, they may have, or ever had, in and to all rights related to ID Genesis, including, without limitation, property rights, contract rights, copyright interests and any other intellectual property interests, the value of goodwill, and the income that may be derived by ID Genesis from and after the Settlement Date. All rights granted, if any, and related abandonment of claims and interests in ID Genesis shall be irrevocable.

8. Oversee Lawsuit.

- A. As of the Settlement Date, each of the USVI Parties on behalf of themselves and their legal and beneficial owners (the "Oversee Lawsuit Assignors") hereby quitclaim all rights, title and interest which may be held by the Oversee Lawsuit Assignors in the claims and causes of action that are or could be asserted by the USVI Parties in the USVI Oversee Lawsuit to Manila, and make an express quitclaim to Manila and disavow all rights of every kind, nature and description, if any, they may have, or ever had, in and to all proceeds derived from the USVI Oversee Lawsuit, including, without limitation, any proceeds collected from a settlement or a judgment in the USVI Oversee Lawsuit. All rights granted by the USVI Parties, if any, and related abandonment of claims and interests in the USVI Oversee Lawsuit shall be irrevocable.

The Oversee Lawsuit Assignors represent that no other Party has any interest in the USVI Oversee Lawsuit. If any of the Manila Parties acquire an interest in Oversee's claims against Ondova, Baron or the Trusts, the Manila Parties and any of their assignees are estopped from prosecuting such claims from and after the Settlement Date and such claims are forever waived.

Any proceeds derived from any counterclaims, rights of set-off, recoupment, remedies, rights or defenses asserted by the Oversee Lawsuit Assignors in any case against Oversee

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which are based upon the same subject matter as the affirmative claims and/or causes of action of the Oversee Lawsuit Assignors in the USVI Oversee Lawsuit are hereby quitclaimed and assigned by the Oversee Lawsuit Assignors to Manila.

- B. The Oversee Lawsuit Assignors agree that the USVI Oversee Lawsuit will be prosecuted by the Oversee Lawsuit Assignors at the direction of Manila; provided, such agreement does not constitute an assumption by Manila of any liability of the Oversee Lawsuit Assignors and the Oversee Lawsuit Assignors remain liable for any cause(s) of action or claim(s) that have been or may be brought by Oversee.

Furthermore, each Party, excluding Manila, the Estate and the Chapter 11 Trustee, but including Ondova, from and after the date of confirmation of the Ondova Plan if a Plan is filed and confirmed by the Bankruptcy Court (the "Confirmation Date"), agrees that if Oversee grants it a general release for any and all claims Oversee has against it related to the monetization of the Blue Horizon Portfolio and/or the Even Portfolio and/or the Odd Portfolio domain names by Oversee, such Party shall give a reciprocal general release of any and all claims it has against Oversee related to the monetization of the Blue Horizon Portfolio and/or the Even Portfolio and/or the Odd Portfolio domain names by Oversee.

Notwithstanding the foregoing, each and every Party (except for the USVI Parties) specifically retains any and all of its own: (i) defenses, (ii) rights, (iii) remedies, (iv) counterclaims, (v) rights of setoff, and (vi) recoupment which it may have in the event it is in the future added as a party to any of the lawsuits involving Oversee or Oversee's assignee(s). Subject to Section 8.A. above, the USVI Parties specifically retain any and all of their own: (a) defenses, (b) rights, (c) remedies, (d) counterclaims, (e) rights of setoff, and (f) recoupment which they may have against Oversee or any Oversee assignee.

9. **USVI Entities.** As of the Settlement Date, each of the Manila Parties, in partial consideration for this Agreement, the Manila Related Parties, the Trustee of the MMSK Trust, Baron, the Interested Parties, the Trusts, the Chapter 11 Trustee, the USVI Parties and Ondova agree that:

- A. All capital accounts, other accounts, interest in, distributive shares of, and liquidations shares of USVI corporations, in or of Four Points are deemed by all Parties to stand at Zero Dollars (\$0.00), and all interest in, distributive shares of, and liquidations interests of USVI corporations in Four Points are deemed by all Parties to be equal to zero percent (0%);
- B. In consideration of this Agreement, (i) each USVI corporation has, previously and as of the Settlement Date, no interest in Four Points, (ii) any interest in Four Points owned by a USVI corporation is hereby renounced, and (iii) each USVI corporation is discharged, withdrawn and terminated as a limited partner, partner, associate or affiliate in or with Four Points;
- C. All present and past officers, directors, employees, agents and representatives of each of USVI corporations are deemed to have, and are hereby, resigned and discharged from their respective positions, roles and capacities; and
- D. All Parties to this Agreement (except the USVI Parties) quitclaim any and all interests in or to Four Points and all USVI LLCs to Four Points.

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10. **Abatement and Dismissal of Existing Cases.** The Parties acknowledge that the California Case is closed in that the dismissal was appealed but affirmed on June 3, 2009, by the appellate court via *Manila Industries Inc., et al. v. Ondova Limited Co. d/b/a Compana LLC, et al.*, No. 07-55232 (9th Cir. Ct. of Appeals), and any claims brought pursuant to such case are released pursuant to this Agreement and the terms herein. In such regard, each of the Parties agrees, within two (2) business days after the Transfer Date, to execute and deliver to Munsch Hardt Kopf & Harr, P.C., in escrow for filing, and it shall promptly file, Agreed Orders of Dismissal and/or Joint Stipulations of Dismissal with Prejudice in the Texas Case, VI Case, Phonecards.com Case and Dallas Federal Case in the exact form attached hereto as **Exhibits H, I, J and K**, respectively.
11. **Bankruptcy Court Approval.** This Agreement, and its validity, (i) is subject to the Bankruptcy Court's entry of the Final Settlement Order pursuant to Federal Rule of Bankruptcy Procedure 9019, and each of the Parties agrees to cooperate in obtaining the same through a motion seeking such approval; (ii) is subject to the delivery of the Cash Payment to the Chapter 11 Trustee on or before the Transfer Date (herein "**Funding**"); and (iii) notwithstanding anything to the contrary herein, shall not be binding on any of the Parties until the date of the Final Settlement Order and Funding. As used herein:
- A. "**Final Settlement Order**" shall mean an order approving this Agreement: (1) as to which the time to appeal, petition for certiorari, or move for reargument or rehearing has expired, and as to which no appeal, petition for certiorari, stay or other proceeding for reargument or rehearing has been sought or ordered; (2) as to which a timely appeal, petition for certiorari, stay, reargument or rehearing thereof has been sought, but such request resulted in one of the following: (a) the request has been withdrawn, (b) the relief requested has been denied, or (c) the Bankruptcy Court's order shall have been otherwise affirmed by the highest court to which such order was appealed, or from which reargument or rehearing was sought, and no further timely request for appeal, reargument or rehearing may be made; or (3) which the Parties unanimously agree in writing, each in their own discretion, to rely upon following the Bankruptcy Court's entry of the order in question, notwithstanding any timely appeal, petition for certiorari, stay, reargument or rehearing sought with respect to such order by any third party.
- B. "**Settlement Date**" shall mean the day after the date on which the Bankruptcy Court's order approving this Agreement becomes a Final Settlement Order.
- C. **Effectiveness.** For avoidance of doubt, nothing whatsoever contained in this Agreement shall be binding on the Parties prior to the receipt by the Chapter 11 Trustee of the Cash Payment from Manila; and any provisions of this Agreement which are effective or occur prior to receipt of the Cash Payment are null and void if the Cash Payment is not received by the Chapter 11 Trustee.
12. **Intellectual Property.**
- A. The following shall be referred to as the "**Netsphere Software**": (a) domain names registered by Netsphere and/or Krishan and/or their privacy service that are not currently registered via Ondova, excluding the Remaining Allocated Names; (b) any search engine software developed in whole or in part by any of the Manila Parties or Manila Related Parties (hereinafter collectively referred to as the "**Netsphere Parties**"), including, but not limited to, the website, content and search engine software developed for *searchguide.com*, (herein, the "**Search Engine Software**"), (c) any software used to identify domain names to register developed in whole or in part by any of the Netsphere Parties (the "**Registration**

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Software”); (d) any trademark filtering software developed in whole or in part by any of the Netsphere Parties (the “Filtering Software”); (e) any monetization/domain name parking software developed in whole or in part by any of the Netsphere Parties; (f) the content of any and all websites developed in whole or in part by any of the Netsphere Parties, including, but not limited to, Searchguide Software, Pokerstar Software, and Domain Jamboree Software; and (g) all intellectual property developed in whole or in part by any of the Netsphere Parties. Any software developed in whole or in part by the Netsphere Parties belongs to Netsphere and is freely transferable by Netsphere. It is explicitly agreed that any trademark filtering software or code developed in whole or in part by any of the Netsphere Parties; any registration software or code developed in whole or in part by any of the Netsphere Parties; any search engine software or code developed in whole or in part by any of the Netsphere Parties; and any monetization software or code developed in whole or in part by any of the Netsphere Parties that is in any of the Netsphere Parties’ possession belongs to Netsphere and is freely transferable by Netsphere.

- B. Except as expressly provided in this Section 12, effective as of the Settlement Date, each of the Parties, including, but not limited to, the Netsphere Parties (except for Netsphere), the Trustee of the MMSK Trust, the USVI Parties, the Interested Parties, the Trusts, the Chapter 11 Trustee, Baron and Ondova (the “Netsphere Software Quitclaiming Parties”) hereby assigns, transfers, and sets over all of its rights, title and interest in the Netsphere Software, expressly quitclaims to Netsphere, and disavows all rights of every kind, nature and description, if any, they may have, or ever had, in and to the Netsphere Software and all rights related thereto, including, without limitation, property rights, contract rights, copyright interests and any other intellectual property interests, the value of goodwill, and the income that may be derived from and after the Settlement Date with respect to the Netsphere Software. All rights granted, if any, and all related abandonment of claims and interests in Netsphere Software are irrevocable.
- C. Each of Baron, Ondova, the Estate (provided, with respect to the Estate, such representation and warranty is limited to the actual knowledge of the Chapter 11 Trustee and people working for the Estate at the direction of the Chapter 11 Trustee) and the Netsphere Parties represent, warrant and agree to each other that Baron, Ondova and the Estate do not have any software or code in their possession that was developed in whole or in part by the Netsphere Parties. Each of Baron, Ondova and the Estate (provided, with respect to the Estate, such representation and warranty is limited to the actual knowledge of the Chapter 11 Trustee and people working for the Estate at the direction of the Chapter 11 Trustee) and the Netsphere Parties further represent, warrant and agree to each other that the Netsphere Parties do not have any software or code developed solely by Baron, Ondova or the Estate. Each of Baron, Ondova and the Estate (provided, with respect to the Estate, such representation and warranty is limited to the actual knowledge of the Chapter 11 Trustee and people working for the Estate at the direction of the Chapter 11 Trustee) and the Netsphere Parties represent and warrant to each other that: (i) DP Communications has not utilized any software or code from Baron or Ondova in connection with any software development or other work DP Communications did for the Netsphere Parties and has not transferred any software or code from Baron or Ondova to the Netsphere Parties; and (ii) DP Communications has not utilized any software or code from the Netsphere Parties in connection with any software development or other work DP Communications did for Baron or Ondova and has not transferred any software or code from the Netsphere Parties to Baron or Ondova.

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- D. Based upon the foregoing representations in Section 12.C., the Netsphere Parties agree that anything in Ondova or Baron's possession is owned by Baron and is freely transferable by Baron. Further, the Netsphere Parties explicitly agree that any software or code previously or currently used by Ondova in connection with the registration of domain names, including, but not limited to, (i) any software or code used to fulfill the registrar's obligations under paragraph 3 of the ICANN Registrar Accreditation Agreement, as may be amended from time to time (currently located at: <http://www.icann.org/en/registrars/ra-agreement-21may09-en.htm>), (ii) any software or code necessary to interact with a domain name registry (which may include the acceptance or refund of a fee for the registration, transfer or renewal of a domain name); (iii) any software or code to provide access to an administrator or domain name registrant to update the WHOIS information, nameserver information and/or IP address information for a domain name; (iv) drop-catching software or code; (v) software or code used to identify domain names to register; and (vi) software or code that performs a search function on an internal registrar database; and explicitly excluding any (a) monetization software; (b) search engine-related software; (c) trademark filtering software; and (d) domain parking or pay-per-click software (said exclusions do not invalidate the explicit inclusions in (i)-(vi) and said inclusions will control over the exclusions in the event of conflict between said inclusions and exclusions), is Baron's and is freely transferable by Baron. Any software solely developed by Baron and/or Ondova is freely transferable by such Party, excluding any software that was developed in part by Netsphere.
- E. As of the Settlement Date, each of Baron, Ondova, and the Estate hereby assigns, transfers and sets over all of his or its rights, title and interest in any software or code solely developed by Baron and/or Ondova that is in the Netsphere Parties' possession (the "Netsphere Additional Software"), expressly quitclaims to Netsphere and disavows all rights of every kind, nature and description, if any, he or it may have, or ever had, in and to the Netsphere Additional Software and all rights related thereto, including, without limitation, property rights, contract rights, copyright interests and any other intellectual property interests, the value of goodwill and the income that may be derived from and after the Settlement Date with respect to the Netsphere Additional Software. All rights granted, if any, and all related abandonment of claims and interests in Netsphere Additional Software are irrevocable.
- F. As of the Settlement Date, Netsphere grants to Jeffrey Baron, Ondova and the Trust LLCs a non-exclusive, non-transferable, royalty-free, worldwide license (the "Baron License") to use and reproduce the Netsphere Software and make derivative works based on the Netsphere Software that, as of the Settlement Date, is lawfully in Ondova or Baron's possession and has not been obtained by any fraudulent or illegal means, in violation of any state's or federal law, or by hacking into or otherwise illegally accessing Netsphere's servers or computers without Netsphere's express permission, as determined by a court of competent jurisdiction by a final order; provided, the Baron License excludes any right to distribute, sell, rent, lease and/or license or sublicense the Netsphere Software and/or derivative works based on the Netsphere Software for a period of thirty-one and one-half (31.5) months commencing on the Settlement Date. Upon expiration of the thirty-one and one-half (31.5) month period, the foregoing license in this Section 12.F. becomes freely transferable in whole or in part and shall then include the right to distribute copies. The foregoing license in this Section 12.F. may be extended at Baron's option to up to six (6) to-be-formed entities for Jeffrey Baron provided that Netsphere receives prior written notice of any such prospective extension of

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the license along with a confirmation in writing under oath from Jeffrey Baron that the ownership of the new licensee comports with the ownership requirements of this Section 12.F, and, with respect to three (3) of such entities, the name and place of formation of such entities to receive the license, provided that the ownership of such entities shall be either: (i) wholly owned by Jeffrey Baron; (ii) owned directly through one or more wholly owned subsidiaries of (a) an entity wholly owned by Jeffrey Baron or a trust of which any of the Trusts, Ondova, Jeffrey Baron or a third party (who has no direct or indirect, legal or beneficial, interest whatsoever in Baron or any entity or trust of which Baron has any direct or indirect, legal or beneficial, interest of any kind) are the settlor and Jeffrey Baron is the sole primary beneficiary (such trust may have one or more contingent beneficiaries so long as such beneficiaries are 501(c)(3) charities or beneficiaries that are contingent upon the death of Jeffrey Baron) or (b) a wholly owned subsidiary of an entity wholly owned by Jeffrey Baron or a trust of which any of the Trusts, Ondova, Jeffrey Baron or a third party (who has no direct or indirect, legal or beneficial, interest whatsoever in Baron or any entity or trust of which Baron has any direct or indirect, legal or beneficial, interest of any kind) are the settlor and Jeffrey Baron is the sole primary beneficiary (such trust may have one or more contingent beneficiaries so long as such beneficiaries are 501(c)(3) charities or beneficiaries that are contingent upon the death of Jeffrey Baron); or (iii) identical to the current ownership of Ondova or the Trust LLCs. During the thirty-one and one-half (31.5) month period commencing on the Settlement Date, any change in the current ownership of Ondova, the Trust LLCs or in the initial ownership of the to-be-formed entities shall be a sale or transfer in material breach of the license granted to that entity in this Section 12.F and shall result in termination of that license (only with respect to the entity in breach), except where the change in ownership comports with (i)-(iii) in this Section 12.F, as confirmed in writing under oath by Jeffrey Baron. To the extent an entity granted a license under this Section 12.F terminates the license prior to a change in its ownership, the change in ownership shall not be a material breach of the license (the Parties acknowledge and agree that any entity that has terminated its license under Section 12.F has done so permanently and cannot obtain another such license).

- G. As of the Settlement Date, Netsphere grants to Jeffrey Baron, Ondova and the Trust LLCs a non-exclusive, transferable, royalty-free, worldwide license to use, reproduce, and distribute copies of the Netsphere Additional Software and make derivative works based on the Netsphere Additional Software.

13. Phonecards Settlement.

- A. In order to resolve the claims in the Phonecards.com Case, the Parties agree that: (i) CC.com shall retain its fifty percent (50%) ownership interest in the domain name *phonecards.com* (the “CC Interest”) until the second anniversary of the Transfer Date (the “Anniversary Date”); and (ii) effective as of the first day following the Anniversary Date and continuing for a period of sixty (60) days thereafter (the “Option Period”), Equity Trust shall have the option (“Option”) to purchase the CC Interest for Ten Thousand Dollars (\$10,000.00) (the “PC Purchase Price”). In the event Equity Trust desires to purchase the CC Interest, Equity Trust shall exercise the Option by delivering written notice to CC.com (the “Notice”) of Equity Trust’s exercise of the Option and a wire transfer of the PC Purchase Price in accordance with the wire instructions provided by Ravi Puri to Eric Taube, Craig Capua and Elizabeth Schurig by email dated June 7, 2010, as may be updated with written notice from CC.com to Jeffrey Baron (via the email address provided by email from Gary Lyon to Ravi Puri on June 22, 2010) at least thirty (30) days prior to any date on which payment is due (the “Phonecards Payment”).

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Instructions”), on or before 5:00 p.m., Dallas, Texas, time on the last day of the Option Period. In the event Equity Trust exercises the Option by timely delivery of the Notice and payment of the PC Purchase Price, CC.com shall promptly deliver to Equity Trust an assignment of the CC Interest in substantially the form attached hereto as Exhibit L. Time is of the essence with respect to the Option and, in the event Equity Trust fails to timely deliver the Notice and pay the PC Purchase Price, effective immediately upon expiration of the Option Period, the Option shall lapse and be of no further and effect and Equity Trust shall have no right to purchase the CC Interest.

- B. CC.com is aware that Equity Trust hired Speedypin in August 2009 to operate the *phonecards.com* website and that Equity Trust is not operating the *phonecards.com* website. Equity Trust shall (i) provide CC.com with the login username and password for the *phonecards.com* account(s) with Speedypin within five (5) business days after the date the 9019 motion is filed with the Bankruptcy Court (the “9019 Filing Date”), and (ii) notify CC.com of any updates to such login username and password within five (5) business days of any change. Equity Trust shall further pay and deliver to CC.com fifty percent (50%) of the revenue for *phonecards.com* and supporting documentation for such revenue (which documentation is available via *speedypin.com*’s website as of the date of this Agreement) (collectively, the “PC Items”) on a monthly basis commencing on the 9019 Filing Date and continuing through the Option Period until such time as CC.com no longer retains its CC Interest. Equity Trust shall use its best efforts to have Speedypin, or any other such operator of *phonecards.com*, within two (2) months of the 9019 Filing Date, (a) send any outstanding and future PC Items directly to CC.com, and (b) on the same day any revenue is sent to Equity Trust, deliver such revenue to CC.com pursuant to the Phonecards Payment Instructions (or by check to CC.com at 9821 Katy Freeway, Suite 101, Houston, TX 77024). If Speedypin, or any other such operator of *phonecards.com*, does not agree to send CC.com any of the PC Items within two (2) months of the 9019 Filing Date, the obligations shall remain with Equity Trust to do so by the fifth (5th) business day of each month, with revenue to be paid pursuant to the Phonecards Payment Instructions. The Parties agree that this Agreement (including the releases contained herein) does not replace any existing or future continuing obligations that may exist, if any, under the terminated *phonecards.com* agreement that was effective as of August 1, 2001 (“Phonecards.com Agreement”), including, but not limited to, the last sentence of paragraph 9 of the Phonecards.com Agreement. Equity Trust and CC.com will submit an order to the 68th District Court directing CC.com to provide certain information from the Phonecards.com database to Equity Trust. Compliance with that order will be in full satisfaction of any of CC.com’s obligations under paragraph 9 of the Phonecards.com Agreement to produce or provide information from the even numbered records in the Phonecards.com database.

14. Proofs of Claim. As consideration for this Agreement, including, without limitation, the cooperation of the Chapter 11 Trustee, any and all proofs of claim filed in the Bankruptcy Case by the Parties hereto or debts listed in Ondova’s bankruptcy schedules are hereby waived and withdrawn as of the Settlement Date. Upon the request of the Chapter 11 Trustee, each Party agrees to promptly execute and deliver to the Chapter 11 Trustee a release of proof of claim form or other appropriate document evidencing the withdrawal of such Party’s proof of claim.
15. Mutual General Release.
- A. As part of the consideration for the promises exchanged herein, from the beginning of time to the date of the Final Settlement Order, except as specifically provided herein

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regarding the enforcement of this Agreement, each Party and its respective heirs, family members, executors, divisions, affiliates, subsidiaries, parents, branches, predecessors, successors, assigns, and, with respect to such persons, their past, present and future officers, directors, managers, trustees, employees, servants, agents, shareholders, members, investors, administrators, general or limited partners, representatives, insurers, fiduciaries, advisors, attorneys, affiliates, and other agents fully, completely, unconditionally and forever, RELEASES and DISCHARGES each other Party and its respective heirs, family members, executors, divisions, affiliates, subsidiaries, parents, branches, predecessors, successors, assigns, and, with respect to such persons and individuals (inclusive of any and all capacities, including, without limitation, professional, fiduciary, representational, individual and personal) their past, present and future officers, directors, managers, trustees, employees, servants, agents, shareholders, members, investors, administrators, general or limited partners, representatives, insurers, fiduciaries, advisors, attorneys, affiliates, and other agents, from any and all agreements, compensation, complaints, controversies, costs, damages, debts, demands, expenses, grievances, losses of service, promises, claims, causes of action, rights, remedies, duties, obligations, actions, omissions, loss, or liability whatsoever, whether known or unknown, directly or indirectly arising from or out of, growing out of, based upon, in whole or in part, or attributable to, events, acts or omissions occurring in whole or part from the beginning of time through to the date of the Final Settlement Order, regardless of whether any such claims or causes of action have yet accrued.

- B. Further, notwithstanding that no Party intends to release its own attorneys as a result of the releases set forth in this Section 15, because and to the extent that Baron, Ondova, the Trusts, Domain Jamboree Parties and/or any of their affiliated entities (collectively, the "Baron Parties") claim, or have claimed in the past, that certain opposing attorneys have also allegedly acted as his, her, its or their legal counsel, agent or representative in any other capacity, which allegations are understood by all of the undersigned as disputed fact issues to be compromised by this Agreement, the Baron Parties and all other Parties state, represent and agree that each of the following have never been attorneys, agents or representatives of, or represented in any professional capacity, the Baron Parties for any purpose and are receiving complete releases in any and all capacities, including, without limitation, professional, fiduciary, representational, individual and personal: John MacPete, Paul Storm, any attorneys at Storm LLP, Dean Hinderliter, any attorneys at Locke, Liddell & Sapp, LLP, any attorneys at Locke Lord Bissell & Liddell, LLP, A.J. Stone, any attorneys at Bolt & Nagi, Frank Perry, any attorneys at Payne & Blanchard, Denis Kleinfeld, any attorneys at The Kleinfeld Firm, any attorneys at Rothstein, Rosenfeld & Adler, Melissa Hayward, any attorneys at Flynn, Skierski, Lovell & Hayward, Ravi Puri, Sharon Hotchkiss, Daniel J. Sherman, any attorneys at Sherman & Yaquinto, Raymond J. Urbanik and any attorneys at Munsch Hardt Kopf & Harr, P.C. Further, and to the same effect, the Manila Parties state, represent and agree that each of the following have never been attorneys, agents or representatives or represented in any professional capacity the Manila Parties for any purpose and are receiving complete releases in any and all capacities, including, without limitation, professional, fiduciary representational, individual and personal: West & Associates, LLP, Craig Capua, Hohmann, Taube & Summers, LLP, Eric Taube, Raymond J. Urbanik, M'Lou Patton Bell, Munsch Hardt Kopf & Harr P.C., Jeff Hall, Gerrit Pronske, Pronske Patel, LLC, John M. Cone and Hitchcock Everet, LLP. Additionally, and to the same effect, Baron, Ondova and the Domain Jamboree Parties state, represent and agree that each of the following have never been attorneys, agents or representatives or represented in any professional capacity Baron, Ondova and/or the Domain Jamboree Parties for any purpose

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and are receiving complete releases in any and all capacities, including, without limitation, professional, fiduciary representational, individual and personal: West & Associates, LLP, Craig Capua, Hohmann, Taube & Summers, LLP, Eric Taube, John M. Cone and Hitchcock Everet, LLP.

- C. The Manila Parties hereby RELEASE and DISCHARGE Rosh Alger, Tom Bolt & Associates, Adrian Taylor, Asiatrust Limited as Trustee for the MMSK Trust, Elizabeth Schurig and her past and present firms in any and all capacities from the beginning of time to the date of the Final Settlement Order, regardless of whether such claims or causes of action has yet accrued, notwithstanding any allegations of fact that at some point Rosh Alger, Tom Bolt & Associates, Adrian Taylor, Asiatrust Limited as Trustee for the MMSK Trust, Elizabeth Schurig and her past or present firms may have served as attorneys for the Manila Parties.
 - D. Baron, Ondova and the Domain Jamboree Parties hereby RELEASE and DISCHARGE Rosh Alger, Tom Bolt & Associates, Adrian Taylor, Asiatrust Limited as Trustee for the Village Trust, Elizabeth Schurig and her past and present firms in any and all capacities from the beginning of time to the date of the Final Settlement Order, regardless of whether such claims or causes of action has yet accrued, notwithstanding any allegations of fact that at some point Rosh Alger, Tom Bolt & Associates, Adrian Taylor, Asiatrust Limited as Trustee for the Village Trust, Elizabeth Schurig and her past or present firms may have served as attorneys for Baron, Ondova and/or the Domain Jamboree Parties.
 - E. Each releasing Party does specifically waive any claim or right to assert any cause of action or alleged cause of action or claim or demand which has, through oversight or error, intentionally or unintentionally or through a mutual mistake, been omitted from this Release and which is based in whole or in part on any act or omission occurring from the beginning of time to the date of the Final Settlement Order, regardless of whether such claim or cause of action has yet accrued.
 - F. The foregoing provisions notwithstanding, all Parties represent, agree and confirm to the other Parties that they have no reason to believe any other third party (that is not a signatory hereunder) has any right, ownership, claim and/or other interest in and to any of the items discussed in this Agreement. Accordingly, each Party to this Agreement represents to each other Party that all necessary parties to effectuate this Agreement with respect to the signing Party have agreed to the terms of this Agreement and have signed (or granted authority in writing to be signed on their behalf) this Agreement. The foregoing representations are material representations, and any breach of such representations shall be a material breach of this Agreement.
 - G. For avoidance of doubt, the releases given herein by the Chapter 11 Trustee are made solely in his capacity as trustee for Ondova. Additionally, notwithstanding any provision of this Agreement to the contrary, nothing contained herein shall, in any way limit, reduce, waive, impair or otherwise restrict any and all other claims the Chapter 11 Trustee may have against persons or entities which are not Parties to this Agreement, all of which such rights and claims are specifically reserved.
16. **Delivery of Tax Documents.** On or before the Settlement Date, the Village Trust shall deliver the following tax documents to Manila, and Manila shall have no obligation to make the Cash Payment or to execute and deliver Exhibit A until such documents are delivered to Manila: Internal Revenue Service Form W-8IMY executed by the Village Trust and Form W-9 executed

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by each beneficial owner of the Village Trust. Within five (5) days after the Settlement Date, the USVI Entities shall deliver the 2006, 2007, 2008, 2009, and 2010 tax filings for each of the USVI corporations to Manila and the Village Trust, including all notices and other communication received by the USVI Entities, or on behalf of the USVI Entities, from governmental agencies related thereto, and all correspondence responding to the same. Manila agrees that it will issue or cause to be issued a Form 1099 or Schedule K-1 to the Village Trust, and not to Jeffrey Baron, in connection with the Cash Payment, the Deferred Payment and the amount of the Combined Pokerstar Revenue that is wired to the Village Trust or at the direction of the Village Trust. Netsphere agrees that it will issue or cause to be issued a Form 1099 or Schedule K-1 to the Licensor identified in the License Agreement in connection with payments made pursuant to the License Agreement. The Baron Parties agree that there shall be no income attributable to the MMSK Trust as a result of the payments required to be made under this Agreement; and no Party shall issue or cause to be issued a Form 1099 or Schedule K-1 to the MMSK Trust, the Manila Parties, and/or the Manila Related Parties in connection with such payments. Except as otherwise provided in this Agreement, no Form 1099 or Schedule K-1 (or other tax form reporting an amount of taxable income to another Party) shall be issued by any Party to the other Parties for 2009 and prior tax years (or for 2010 and subsequent years, except with the consent or agreement of the recipient) or as required by a final settlement or closing agreement entered into with the United States Internal Revenue Service or any United States state or local taxing authority.

17. **Dauben Disclaimer.** Joey Dauben, on behalf of himself, Dauben, Inc., d/b/a Texas International Property Associates and Privacy Protection Services, Inc., d/b/a Oakwood Services, Inc., and his and their respective affiliates, has executed and delivered to the Parties a disclaimer of interest in substantially the form (exclusive of exhibit reference) attached hereto as **Exhibit M.**

18. **Representations and Warranties.** Each Party makes the following representations and warranties to each other Party, which representations and warranties shall survive the execution of this Agreement:
 - A. Such Party has either been, or has had the reasonable opportunity to be, adequately represented by independent and competent legal counsel of his, her or its own choosing in connection with the negotiation and execution of this Agreement and in any and all matters whatsoever relating or appertaining hereto;

 - B. In executing this Agreement, such Party has relied upon his, her, or its own judgment and/or upon the advice of his, her, or its own personal attorneys; that he, she, or it has not been induced to sign or execute this Agreement by any promises, agreements, or representations whatsoever which are not expressly stated herein; and that he, she, or it has freely and willingly executed this Agreement and expressly denies and disclaims any reliance upon any facts, promises, undertakings, or representations made by any other Party or any other Party's legal representatives, agents or advisors at any time prior to and through the Settlement Date;

 - C. Such Party considers the terms of the Agreement to be fair and reasonable and not unconscionable in whole or in part, and such Party's consent to this Agreement was not procured, obtained, or induced in any way or manner by mistake, fraud, improper conduct, or undue influence;

 - D. After investigation and consultation with his, her, or its own attorneys, if any, such Party agrees that this Agreement is satisfactory and is fully supported by good, valid, and

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adequate consideration for all obligations, performance and promises to perform herein, the receipt of which is expressly acknowledged by such Party;

- E. Such Party understands and agrees to all terms, provisions and conditions of this Agreement;
- F. Such Party has the requisite legal authority, capacity, and consent to execute this Agreement, and this Agreement is binding upon such Party acting in the legal capacity or capacities herein stated;
- G. Such Party represents and warrants that in executing this Agreement, it, he or she is not relying on any representation or warranty other than that which is specifically set forth in writing in this Agreement;
- H. Since the date of commencement of the Dallas Federal Case, such Party has not transferred or assigned any interest in any of its, his or her interest in any claim or property interest affected by this Agreement (except for domain names identified in the monthly reports required by February 8, 2010, Order Regarding Transparency in the Transfer and Deletion of Domain Names by the Court in the Dallas Federal Case);
- I. Since the commencement of the Dallas Federal Case, such Party has not transferred or assigned all or any portion in any of its, his or her interest in any claims or causes of action that such Party may have against any other Party to this Agreement (except to his or its attorneys in consideration for attorneys' fees);
- J. Each of the Parties hereto represents and warrants to each other Party that at no time after December 30, 2005, did Ondova or the Estate (i) own any interest, legally or beneficially (including, without limitation, domain names), in the Blue Horizon Portfolio, the Odd Group Portfolio or the Even Group Portfolio; or (ii) sell, assign, transfer or otherwise exercise a remedy available to Ondova or the Estate with respect to the Blue Horizon Portfolio, the Odd Group Portfolio or the Even Group Portfolio; and
- K. Each of the Parties hereto represents and warrants to each other Party that the USVI deal was not consummated.
- L. As of the date of the filing of the 9019 motion in the Bankruptcy Court, each of the Trustee of the Village Trust and the Trustee of the MMSK Trust represent and warrant that all beneficiaries of such trusts are Parties to this Agreement or that the beneficiaries of such trusts that are Parties to this Agreement have the legal capacity to sign on behalf of the other beneficiaries of such trusts.
- M. As of the date of the filing of the 9019 motion in the Bankruptcy Court, Baron represents and warrants that all beneficiaries of The Village Trust, Equity Trust Company IRA 19471, the Daystar Trust, and the Belton Trust are signing this Agreement or that he has the legal capacity to sign on behalf of the other beneficiaries of such trusts and IRAs.
- N. As of the date of the filing of the 9019 motion in the Bankruptcy Court, each of Munish Krishan and Seema Krishan represent and warrant that all beneficiaries of The MMSK Trust are signing this Agreement or that he or she, as applicable, has the legal capacity to sign on behalf of the other beneficiaries of The MMSK Trust.

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- O. Each of such Parties, jointly and individually, from the beginning of time to the Settlement Date, represents and warrants to each other Party that it has not transferred any assets and has no knowledge of any other person or entity transferring any assets (which are addressed, transferred or distributed by or pursuant to this Settlement Agreement except for DJ) to the Belton Trust or DJ.
 - P. Each of such Parties, jointly and individually, represents, warrants and agrees to and with each other Party that, if any person or entity other than Jeffrey Baron later claims to be the trustee of the Belton Trust, it will not do anything, directly or indirectly, to assist such person or entity in challenging the enforceability of, or compliance with, the Settlement Agreement.
19. **Requested Findings.** The Parties agree to seek Bankruptcy Court approval in the order approving this Agreement for the following findings ("Findings"):
- A. That in December 2005 Jeffrey Baron, directly or indirectly through entities owned or controlled by Jeffrey Baron, intended to transfer any domain name he or they owned to the Village Trust and such intention to transfer was not conditional on whether or not the USVI deal was consummated.
 - B. That Jeffrey Baron has not been the moving force behind monetization of the domain names in the "Odd Group Portfolio" since at least July 17, 2009.
 - C. That Jeffrey Baron has not been the moving force behind monetization of the domain names in the Blue Horizon Portfolio since at least April 25, 2009.
 - D. That neither Jeffrey Baron nor Ondova Limited Company have been listed as the registrant of record for, or been the licensee of the listed registrant of record for, or holder of record title to or in, the domain names in the Odd Group Portfolio.
 - E. That Jeffrey Baron is the trustee of the Belton Trust; that all beneficiaries of the Belton Trust are signing the Settlement Agreement and desire that the Belton Trust be bound by this Settlement Agreement; that the only asset in which the Belton Trust has any interest of any kind is DJ; and that the only assets in which DJ has any interest of any kind is the domain name *domainjamboree.com*, its accreditation agreement with ICANN and its registry agreement with Verisign, Inc.
 - F. That Jay Kline is the current Manager of DJ and is authorized to sign this Settlement Agreement on behalf of DJ.

The Parties acknowledge and understand that the Findings may not be approved by the Bankruptcy Court. Since the Findings are not required, the Findings are not material to this Agreement and the remaining terms of the Agreement are: (i) not affected; (ii) fully enforceable, and (iii) shall be fully performed as required by this Agreement.

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20. Taxes.

- A. After the Transfer Date, upon the reasonable request of any Party, each other Party shall cooperate in all reasonable respects in preparing for any audits of, or disputes with, taxing authorities regarding any tax returns concerning the matters addressed in this Agreement. Each Party shall be solely responsible for paying any taxes or penalties assessed against them and, further, shall be responsible for all of its attorney fees and costs associated therewith. The mutual general releases provided for in this Agreement include a release of any claims for contribution or indemnity or monetary damages related to any taxes or any penalties assessed against any Party. Subject to the agreement of the Parties set forth in Section 20.A. hereof, each Party is free to take the tax position of its choosing and is solely responsible for any consequences resulting from any such position taken.
- B. The Parties agree that unanimous consent of Newco LLC (as defined below), Quantec LLC, Iguana Consulting LLC, and Novo Point LLC is required to engage in any discussions with the USVI BIR concerning the tax liability of Quantec, Inc., Iguana Consulting, Inc. or Novo Point, Inc., for taxable years beginning on or after January 1, 2006. The Parties further agree that:
- (i) The Parties, as applicable, rescind any purported assignment of shares in the USVI corporations from MMSK Trust to the existing Trust LLCs and any purported ownership interest in the existing Trust LLCs issued to MMSK Trust, and such Parties further agree to treat such assignment and issuance as having never occurred;
 - (ii) The Parties agree that the Manila Related Parties have never had any ownership interest in any of the Trust LLCs;
 - (iii) On or before July 12, 2010, the Trustee of the MMSK Trust agrees to form a new Cook Islands LLC ("Newco LLC") owned by the MMSK Trust to hold the MMSK Trust's and Manila Related Parties' shares of Quantec, Inc. and Iguana Consulting, Inc; the Trustee of the MMSK Trust, Quantec LLC and Iguana Consulting LLC agree to execute Exhibit N acknowledging the rescission/quitclaim of Quantec LLC's and Iguana Consulting LLC's purported ownership of the MMSK Trust's shares of Quantec, Inc. and Iguana Consulting, Inc. and the MMSK Trust's purported ownership interest in Quantec LLC and Iguana Consulting LLC; the Trustee of the MMSK Trust agrees to execute Exhibit O assigning the MMSK Trust's shares of Quantec, Inc. and Iguana Consulting, Inc. to Newco LLC; and the Manila Related Parties agree to execute Exhibit P assigning the Manila Related Parties' shares of Quantec, Inc. and Iguana Consulting, Inc. to Newco LLC;
 - (iv) The current Protector of the MMSK Trust shall appoint Cook Islands Trust Protectors Limited as successor Protector of the MMSK Trust and resign as Protector of the MMSK Trust in the exact form attached hereto as Exhibit P (which has been executed and delivered to the attorney for the Trust LLCs by the Protector via an email dated June 21, 2010, from Bernard Haissly to Craig Capua). Within five (5) business days of the Settlement Date, the Trust LLCs agree to: (i) take care of any outstanding fee owed to the Protector of the MMSK Trust (the Protector has represented the amount of its full and final fee in an email dated June 21, 2010, from Bernard Haissly to Craig Capua and Ravi Puri)

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(Gerrit Pronske is personally contributing \$10,000 to the Trust LLCs towards this payment) and the Manila Parties agree that they will not authorize the Protector to incur any further fees, expenses or costs for the MMSK Trust (which authorization is required pursuant to the email dated June 21, 2010 from Bernard Haissly to Craig Capua and Ravi Puri in order for fees to go above \$20,000 in total)(Craig Capua has also agreed in an email dated June 21, 2010 to Gerrit Pronske and Ravi Puri not to authorize the Protector to incur any further fees, expenses or costs for the MMSK Trust); and within five (5) business days of the Settlement Date, the Trustee of the MMSK Trust agrees to: (ii) forward to the Manila Parties a valid resignation from PN Management Limited as the Protector of the MMSK Trust in the form attached as Exhibit Q (exclusive of the exhibit reference) (that has been executed by Bernard Haissly on behalf of the current Protector of the MMSK Trust); and

- (v) Within five (5) business days of the completion of actions in clause (iii) above, (a) Asiatrust Limited shall resign as Trustee of the MMSK Trust by executing and delivering a resignation and appointment of successor notice in the exact form attached hereto as Exhibit R (exclusive of the exhibit reference, and (b) the Protector of the MMSK Trust shall appoint Global Consultants and Services (Cook Islands) Limited as successor Trustee of the MMSK Trust.

21. **Jurisdiction.** The United States Bankruptcy Court for the Northern District of Texas (Dallas Division) shall have the exclusive jurisdiction over all disputes and/or matters whatsoever related to this Agreement, which involve the Estate as a party or that may directly or indirectly impact the Estate or any interest in property (within the meaning of title 11 of the United States Code, 11 U.S.C. §§ 101 et seq. (the "Bankruptcy Code")) held by the Estate or the Chapter 11 Trustee (as trustee for Ondova). Subject to the foregoing, the United States District Court for the Northern District of Texas, The Honorable Royal Furgeson, shall have jurisdiction over any and all other disputes and/or matters related to this Agreement, whether related to its consummation, implementation, enforcement or otherwise. In the event that the Honorable Royal Furgeson is not available to hear a case related to this Agreement, then any other judge of the United States District Court for the Northern District of Texas shall have jurisdiction over such case.
22. **Choice of Law.** This Agreement shall be governed by and construed in accordance with applicable federal bankruptcy law, 11 U.S.C. §101 et seq., and the laws of the State of Texas, without regard to its conflicts of law principles.
23. **Attorneys' Fees and Costs.** In each of the Underlying Cases, each of the Parties shall bear its own respective attorneys' fees and costs. In the event of a dispute, the prevailing Party in any action to enforce this Agreement shall be entitled to reasonable attorneys' fees and costs of litigation.
24. **Binding Agreement.** The Parties agree that this Agreement, inclusive of the Recitals in Article 1 hereof, is a totally binding agreement which may not be altered by any Party without the written consent of all other Parties and will be in effect for all times, unless otherwise provided herein. This Agreement shall inure to the benefit of, and shall be binding upon the Parties hereto, and their respective heirs, distributees, beneficiaries, executors, administrators, successors, and assigns.
25. **Ondova Plan /Claims Objections.** Prior to the hearing on the motion to approve this Agreement, the Chapter 11 Trustee intends to file the Ondova Plan, if feasible, to provide for,

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inter alia, payment of claims of creditors of Ondova. With respect to proofs of claim and other obligations of Ondova, the Chapter 11 Trustee agrees to allow the Daystar Trust to review and object to claims (but only in an amount in excess of \$10,000). The Chapter 11 Trustee reserves the right to comment and/or oppose any objections to claims filed by the Daystar Trust. The Chapter 11 Trustee does not object to Jeffrey Baron filing a competing reorganization plan and/or liquidation plan for Ondova. Prior to filing the Ondova Plan, the Trustee agrees to meet with Jeffrey Baron to confer regarding the Ondova Plan.

26. **Claims for Breach of this Agreement Not Released.** IT IS EXPRESSLY UNDERSTOOD AND AGREED AMONG THE PARTIES TO THIS AGREEMENT THAT THE TERMS OF THIS AGREEMENT RELEASING AND DISCHARGING THE PARTIES ARE NOT INTENDED TO RELATE TO, AND NONE OF THE PARTIES ARE RELEASING ANY OTHER PARTY FROM, ANY CLAIM WHICH MAY HEREAFTER ACCRUE WHICH IS BASED SOLELY UPON FACTS OCCURRING AFTER THE SETTLEMENT DATE AND WHICH SOLELY RELATES TO OR ARISES DIRECTLY FROM OR OUT OF A BREACH OF THIS AGREEMENT ITSELF. THIS SECTION 26 IS NOT INTENDED TO LIMIT THE PROSPECTIVE RELEASE (WHICH IS SET FORTH IN SECTION 15) FOR CLAIMS WHICH ARE BASED IN WHOLE OR IN PART ON FACTS OCCURRING PRIOR TO THE EFFECTIVE DATE.
27. **Waivers.** No waiver of any of the terms or provisions hereof shall be valid unless in writing and signed by all Parties. No waiver of default of any provision hereof shall be deemed a waiver of any subsequent breach or default of the same or similar nature.
28. **Reviewed by Counsel.** By execution hereof, each of the Parties acknowledges and agrees that this Agreement has been prepared and/or reviewed by the respective Parties and/or by the attorneys for each of the Parties.
29. **Entire Agreement.** Each Party hereto acknowledges that he, she, or it has carefully read this Agreement, including all documents or Exhibits that it incorporates and/or refers to, and that this Agreement expresses the entire agreement among the Parties concerning the subject matters it purports to cover; and that each Party has executed this Agreement freely and of his, her, or its own accord. No Party is relying on any oral representation or any other representation not set forth in writing in this Agreement. This Agreement supersedes all other agreements, whether written or oral, between the Parties relating to the subject matter hereof.
30. **Multiple Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be of equal rank. The execution of one counterpart by a Party shall be deemed the execution of all counterparts by, such Party.
31. **Injunctive Relief.** The Parties agree that monetary damages alone may not be adequate recompense for any breach of this Agreement. In the event any Party breaches any of the terms, conditions, covenants, obligations, responsibilities or warranties placed upon such Party in this Agreement, then any other Party may seek only the remedies of specific performance and/or injunctive relief (whether mandatory or by restraint) and/or monetary damages, and if such Party is successful, then the Party breaching this Agreement agrees to pay all of the prevailing parties' reasonable attorneys' fees and costs of litigation in addition to any monetary damages awarded, if any. The Parties agree that the Pokerstar.com License Agreement provides for its own remedies and that the remedies available in this Agreement are not available under the Pokerstar.com License Agreement unless otherwise agreed upon in writing.

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32. **Time of Essence.** Time is of the essence in performing the provisions of this Agreement.
33. **Survival.** The agreements, representations, and warranties set forth in this Agreement shall survive the execution hereof. If any term or provision of this Agreement shall be held to be invalid or unenforceable for any reason, such term or provision shall be ineffective to the extent of such invalidity or unenforceability without invalidating the remaining terms and provisions hereof. This Agreement shall be construed as if such invalid or unenforceable term or provision had not been contained herein, provided, however, that the foregoing shall in no way be interpreted or construed to affect the enforceability of the release provisions of this Agreement. This Agreement has been duly authorized and constitutes a legal, valid, and binding obligation of each Party hereto and is enforceable against each of them in accordance with its terms.
34. **Notice.** Any notices required by this Agreement shall be sufficiently given only if in writing and delivered personally or by a nationally recognized courier service, or mailed by prepaid registered mail addressed to the party for whom it is intended, at the address noted below, provided that any Party may notify the other Parties in writing of a change in such Party's address for the purposes hereof:

If to Baron:

Jeffrey Baron
P. O. Box 111501
Carrollton, Texas 75011

and

Dean W. Ferguson
4715 Breezy Point Drive
Kingwood, Texas 77345

If to Ondova:

Daniel J. Sherman, Trustee
509 N. Montclair Avenue
Dallas, Texas 75208

and

Raymond J. Urbanik
Munsch Hardt Kopf & Harr, P.C.
500 North Akard Street
Suite 3800
Dallas, Texas 75201-6659

If to Manassas:

Manassas, LLC
Craig Capua
West & Associates
320 South R.L. Thornton Freeway
Suite 300
Dallas, Texas 75203

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If to Shiloh, LLC:

Shiloh, LLC
c/o Quantec LLC
Level 2 BCI House
P.O. Box 822
Rarotonga
Cook Islands

If to Javelina, LLC:

Javelina, LLC
c/o Novo Point LLC
Level 2 BCI House
P.O. Box 822
Rarotonga
Cook Islands

If to Diamond Key:

Diamond Key, LLC
c/o Nina deVassal
3553 Asbury
Dallas, Texas 75205

If to the Trustee of The Village Trust:

Asiatrust Limited
Level 2 BCI House
P.O. Box 822
Rarotonga
Cook Islands

and

Craig Capua
West & Associates
320 South R.L. Thornton Freeway
Suite 300
Dallas, Texas 75203

If to the USVI Representative Parties:

Franklin H. Perry
Payne & Blanchard, LLP
700 N. Pearl Street, Suite 500
Dallas, Texas 75201

and

Denis A. Kleinfeld
Kopelowitz Ostrow
200 SW 1st Avenue, 12th Floor
Ft. Lauderdale, Florida 33301

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If to Manila Parties and Manila Related Parties:

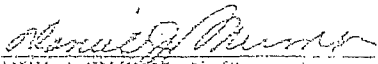
John W. MacPete
Locke Lord Bissell & Liddell, LLP
2200 Ross Avenue, Suite 2200
Dallas, Texas 75201

With a courtesy copy to:

Ravi Puri, Esq.
NewSphere Inc.
1300 Briarcliff Street North, Suite 200
Newport Beach, CA 92660

35. Retention of Protected Materials With respect to any discovery materials that have been produced under protective order in any of the Underlying Cases, such materials shall be preserved in accordance with and remain subject to the subject protective orders. Gardner Wynne shall maintain copies of the imaged computers produced to Special Master Peter Vogel by Equivalant Data and any copies which are currently in Equivalant Data's possession during the term of the License Agreement, and no Party or third party shall have access to such imaged computers except pursuant to legal process. To the extent any Party to this Agreement seeks access to copies of the imaged computers via legal process, such Party shall concurrently provide notice of such request to Baron and the Manila Parties. Special Master Peter Vogel has agreed to keep and maintain such discovery materials at no cost. Baron and the Manila Parties agree to seek an order from The Honorable Royal Ferguson which confirms that Gardner Wynne will maintain such copies during the term of the License Agreement, the form of such order to be substantially as set forth in Exhibit Q attached hereto.

IN WITNESS WHEREOF, the Parties have each signed this Agreement as of the Settlement Date


DANIEL J. SHERMAN, Chapter 11
Bankruptcy Trustee of Ondova Limited
Company

ONDOVA LIMITED COMPANY

By: 
Daniel J. Sherman, Chapter 11 Bankruptcy
Trustee

MUNISH KRISHNAN, individually and on behalf of Mahesh Krishnan and Anand Krishnan

SEEMA KRISHNAN, individually and on behalf of Mahesh Krishnan and Anand Krishnan

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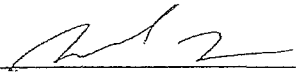
the term of the License Agreement, the form of such order to be substantially as set forth in Exhibit Q attached hereto.

IN WITNESS WHEREOF, the Parties have each signed this Agreement as of the Settlement Date.


DANIEL J. SHERMAN, Chapter 11
Bankruptcy Trustee of Ondova Limited
Company

ONDOVA LIMITED COMPANY


By: _____
Daniel J. Sherman, Chapter 11 Bankruptcy
Trustee



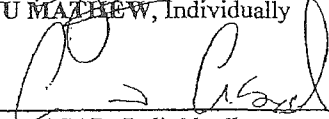
MUNISH KRISHAN, Individually and on
behalf of Mahnik Krishan and Amani Krishan




SEEMA KRISHAN, Individually and on behalf
of Mahnik Krishan and Amani Krishan



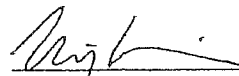
BIJU MATHREW, Individually



AMIR ASAD, Individually



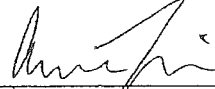
ROHIT KRISHAN, Individually



MANOJ KRISHAN, Individually



MANISH AGGARWAL, Individually



AMER ZAVERI, Individually

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BIJU MATHEW, Individually


AMIR ASAD, Individually

ROHIT KRISHAN, Individually

MANOJ KRISHAN, Individually

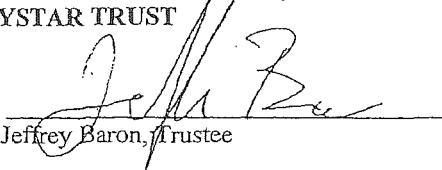
MANISH AGGARWAL, Individually

AMER ZAVERI, Individually



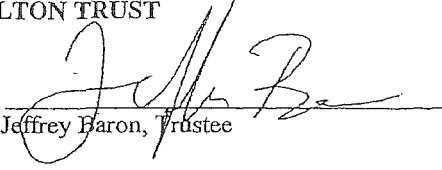
JEFFREY BARON, individually and as a beneficiary of and on behalf of all beneficiaries of The Village Trust, Equity Trust Company IRA 19471, the Daystar Trust, and the Belton Trust

DAYSTAR TRUST

By: 

Jeffrey Baron, Trustee

BELTON TRUST

By: 

Jeffrey Baron, Trustee

DENIS KLEINFELD, individually and on behalf of all officers, directors, managers, members and employees of the USVI Entities

EXECUTION VERSION

BIJU MATHEW, Individually

AMIR ASAD, Individually

ROHIT KRISHAN, Individually

MANOJ KRISHAN, Individually

MANISH AGGARWAL, Individually

AMER ZAVERI, Individually

JEFFREY BARON, individually and as a
beneficiary of and on behalf of all beneficiaries
of The Village Trust, Equity Trust Company
IRA 19471, the Daystar Trust, and the Belton
Trust

DAYSTAR TRUST

By: _____
Jeffrey Baron, Trustee

BELTON TRUST

By: _____
Jeffrey Baron, Trustee

DENIS KLEINFELD, individually and on
behalf of all officers, directors, managers,
members and employees of the USVI Entities

EXECUTION VERSION

Jeanne E Hudson
JEANNE HUDSON, individually

BYRON DEAN, individually and as Sole
Member of Manassas

BUD BRANSTETTER, individually and as
Manager of Manassas

NINA DEVASSAL, individually and as Sole
Member and Manager of Diamond Key, LLC

SHILOH, LLC

By: _____
Name: _____
Title: _____

JAVELINA, LLC

By: _____
Name: _____
Title: _____

THE MMSK TRUST
By: Asiatrust Limited, Its Trustee

By: _____
Name: _____
Title: _____

THE VILLAGE TRUST
By: Asiatrust Limited, Its Trustee

By: _____
Name: _____
Title: _____

EXECUTION VERSION

JEFFREY BARON, individually and as a beneficiary of and on behalf of all beneficiaries of The Village Trust, Equity Trust Company IRA 19471, the Daystar Trust, and the Belton Trust

DAYSTAR TRUST

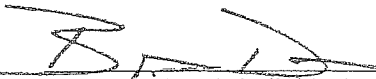
By: _____
Jeffrey Baron, Trustee

BELTON TRUST

By: _____
Jeffrey Baron, Trustee

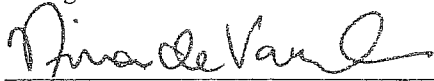
DENIS KLEINFELD, individually and on behalf of all officers, directors, managers, members and employees of the USVI Entities

JEANNE HUDSON, individually



BYRON DEAN, individually and as Sole Member of Manassas

BUD BRANSTETTER, individually and as Manager of Manassas



NINA DEVASSAL, individually and as Sole Member and Manager of Diamond Key, LLC

SHILOH, LLC

By: _____
Name: _____
Title: _____

EXECUTION VERSION

JEFFREY BARON, individually and as a beneficiary of and on behalf of all beneficiaries of The Village Trust, Equity Trust Company IRA 19471, the Daystar Trust, and the Belton Trust

DAYSTAR TRUST

By: _____
Jeffrey Baron, Trustee

BELTON TRUST

By: _____
Jeffrey Baron, Trustee

DENIS KLEINFELD, individually and on behalf of all officers, directors, managers, members and employees of the USVI Entities

JEANNE HUDSON, individually

BYRON DEAN, individually and as Sole Member of Manassas

Bud Branstetter

BUD BRANSTETTER, ~~individually~~ and as ^{EB} Manager of Manassas

NINA DEVASSAL, individually and as Sole Member and Manager of Diamond Key, LLC

SHILOH, LLC

By: _____
Name: _____
Title: _____

EXECUTION VERSION

JEFFREY BARON, individually and as a beneficiary of and on behalf of all beneficiaries of The Village Trust, Equity Trust Company IRA 19471, the Daystar Trust, and the Belton Trust

DAYSTAR TRUST

By: _____
Jeffrey Baron, Trustee

BELTON TRUST

By: _____
Jeffrey Baron, Trustee

DENIS KLEINFELD, individually and on behalf of all officers, directors, managers, members and employees of the USVI Entities

JEANNE HUDSON, individually

BYRON DEAN, individually and as Sole Member of Manassas

BUD BRANSTETTER, individually and as Manager of Manassas

NINA DEVASSAL, individually and as Sole Member and Manager of Diamond Key, LLC

SHILOH, LLC

ATP NOMINEES LIMITED
BY ITS DULY AUTHORIZED OFFICER

By: _____
Name: ANGELA POPE & JACQUELYN KATZ
Title: _____

EXECUTION VERSION

JAVELINA, LLC

ATP NOMINEES LIMITED
BY ITS DULY AUTHORIZED OFFICER

By: _____
Name: _____
Title: _____

[Handwritten signature]
ATP NOMINEES LIMITED

THE MMSK TRUST

By: Asiatrusted Limited, Its Trustee

ATP DIRECTORS LIMITED

By: BY ITS DULY AUTHORIZED OFFICER
Name: _____
Title: _____

[Handwritten signature]
LESLEY KATO A & LISA IRO

THE VILLAGE TRUST

By: Asiatrusted Limited, Its Trustee

ATP DIRECTORS LIMITED

By: BY ITS DULY AUTHORIZED OFFICER
Name: _____
Title: _____

[Handwritten signature]
LESLEY KATO A & LISA IRO

MANILA INDUSTRIES, INC.

By: _____
Name: _____
Title: _____

NETSPHERE, INC.

By: _____
Name: _____
Title: _____

HCB, LLC, a Delaware limited liability company

By: Four Points Management, LLLP

By: Marshden, LLC, General Partner of Four Points Management LLLP

By: _____
Name: _____
Title: _____

EXECUTION VERSION

JAVELINA, LLC

By: _____
Name: _____
Title: _____

THE MMSK TRUST

By: Asiatrusted Limited, Its Trustee

By: _____
Name: _____
Title: _____

THE VILLAGE TRUST

By: Asiatrusted Limited, Its Trustee

By: _____
Name: _____
Title: _____

MANILA INDUSTRIES, INC.

By:
Name: MUNISH KRISHAN
Title: President

NETSPHERE, INC.

By:
Name: MUNISH KRISHAN
Title: President

HCB, LLC, a Delaware limited liability company

By: Four Points Management, LLLP

By: Marshden, LLC, General Partner of Four Points Management LLLP

By: _____
Name: _____
Title: _____

EXECUTION VERSION

MANILA INDUSTRIES, INC.

By: _____
Name: _____
Title: _____

NETSPHERE, INC.

By: _____
Name: _____
Title: _____

HCB, LLC, a Delaware limited liability company

By: Four Points Management, LLLP
By: Marshden, LLC, General Partner of Four Points Management LLLP
By: _____
Name: Denis Klement
Title: MANAGER

HCB, LLC, a USVI limited liability company

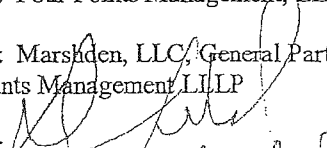
By: Four Points Management, LLLP
By: Marshden, LLC, General Partner of Four Points Management LLLP
By: _____
Name: Denis Klement
Title: Manager

EXECUTION VERSION

REALTY INVESTMENT MANAGEMENT, LLC, a Delaware limited liability company

By: Four Points Management, LLLP

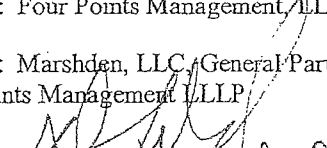
By: Marshden, LLC, General Partner of Four Points Management LLLP

By: 
Name: Denis Kleinfeld
Title: MANAGER

REALTY INVESTMENT MANAGEMENT, LLC, a USVI limited liability company

By: Four Points Management, LLLP

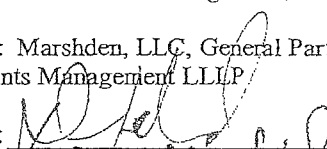
By: Marshden, LLC, General Partner of Four Points Management LLLP

By: 
Name: Denis Kleinfeld
Title: MANAGER

SIMPLE SOLUTIONS, LLC

By: Four Points Management, LLLP

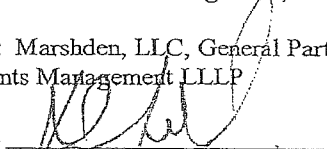
By: Marshden, LLC, General Partner of Four Points Management LLLP

By: 
Name: Denis Kleinfeld
Title: MANAGER

SEARCH GUIDE, LLC

By: Four Points Management, LLLP

By: Marshden, LLC, General Partner of Four Points Management LLLP

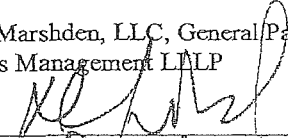
By: 
Name: Denis Kleinfeld
Title: MANAGER

EXECUTION VERSION

BLUE HORIZON LIMITED LIABILITY COMPANY

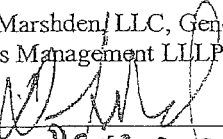
By: Four Points Management, LLLP

By: Marshden, LLC, General Partner of Four Points Management LLLP

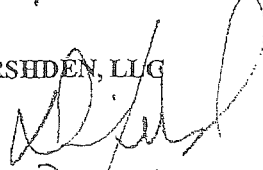
By: 
Name: Denis Kleinfeld
Title: MANAGER

FOUR POINTS MANAGEMENT, LLLP

By: Marshden/LLC, General Partner of Four Points Management LLLP

By: 
Name: Denis Kleinfeld
Title: MANAGER

MARSHDEN, LLC

By: 
Name: Denis Kleinfeld
Title: MANAGER

NOVO POINT, INC.

By: _____
Name: _____
Title: _____

IGUANA CONSULTING, INC.

By: _____
Name: _____
Title: _____

EXECUTION VERSION

BLUE HORIZON LIMITED LIABILITY COMPANY

By: Four Points Management, LLLP

By: Marshden, LLC, General Partner of Four Points Management LLLP

By: _____
Name: _____
Title: _____

FOUR POINTS MANAGEMENT, LLLP

By: Marshden, LLC, General Partner of Four Points Management LLLP

By: _____
Name: _____
Title: _____

MARSHDEN, LLC

By: _____
Name: _____
Title: _____

NOVO POINT, INC.

By: Jeanne E. Hudson
Name: JEANNE E. HUDSON
Title: AUTHORIZED SIGNATORY BY PARTIES

IGUANA CONSULTING, INC.

By: Jeanne E. Hudson
Name: JEANNE E. HUDSON
Title: AUTHORIZED SIGNATORY BY PARTIES

EXECUTION VERSION

IGUANA CONSULTING, INC.

By: _____
Name: _____
Title: _____

QUANTEC, INC.

By: _____
Name: _____
Title: _____

NOVO POINT LLC

By: Novquant, LLC, Manager

ATP NOMINEES LIMITED
BY ITS DULY AUTHORIZED OFFICER
By: _____
Name: _____
Title: ANGELA POPE & JOLETA KOTEWA

IGUANA CONSULTING LLC

By: Novquant, LLC, Manager

ATP NOMINEES LIMITED
BY ITS DULY AUTHORIZED OFFICER
By: _____
Name: _____
Title: ANGELA POPE & JOLETA KOTEWA

QUANTEC LLC

By: Novquant, LLC, Manager

ATP NOMINEES LIMITED
BY ITS DULY AUTHORIZED OFFICER
By: _____
Name: _____
Title: ANGELA POPE & JOLETA KOTEWA

CALLINGCARDS.COM, LLC

By: _____
Name: _____
Title: _____

EXECUTION VERSION

QUANTEC, INC.

By: Jeanne E Hudson
Name: JEANNE E. HUDSON
Title: AUTHORIZED SIGNATORY BY PARTIES

NOVO POINT LLC

By: Novquant, LLC, Manager

By: _____
Name: _____
Title: _____

IGUANA CONSULTING LLC

By: Novquant, LLC, Manager

By: _____
Name: _____
Title: _____

QUANTEC LLC

By: Novquant, LLC, Manager

By: _____
Name: _____
Title: _____

CALLINGCARDS.COM, LLC

By: _____
Name: _____
Title: _____

ID GENESIS, LLC

By: Netsphere, Inc., Sole Member

By: _____
Name: _____
Title: _____

EXECUTION VERSION

IGUANA CONSULTING, INC.

By: _____
Name: _____
Title: _____

QUANTEC, INC.

By: _____
Name: _____
Title: _____

NOVO POINT LLC

By: Novquant, LLC, Manager

By: _____
Name: _____
Title: _____

IGUANA CONSULTING LLC

By: Novquant, LLC, Manager

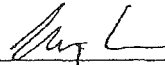
By: _____
Name: _____
Title: _____

QUANTEC LLC

By: Novquant, LLC, Manager

By: _____
Name: _____
Title: _____

CALLINGCARDS.COM, LLC

By:  _____
Name: MARK L. KASAN
Title: CEO

EXECUTION VERSION

ID GENESIS, LLC

By: Netsphere, Inc., Sole Member

By: [Signature]
Name: HUNISH KRISHAN
Title: President

DOMAIN JAMBOREE, LLC

By: _____
Name: _____
Title: _____

EQUITY TRUST COMPANY, a South Dakota trust company, as Custodian of IRA 19471 and as successor in interest of Mid Ohio Securities as Custodian of IRA 19471

By: _____
Name: _____
Title: _____

CHARLES ALDOUS, individually

JEFF RASANKY, individually

RON SHERIDAN, individually

EXECUTION VERSION

IGUANA CONSULTING LLC

By: Novquant, LLC, Manager

By: _____
Name: _____
Title: _____

QUANTEC LLC

By: Novquant, LLC, Manager

By: _____
Name: _____
Title: _____

CALLINGCARDS.COM, LLC

By: _____
Name: _____
Title: _____

ID GENESIS, LLC

By: Netsphere, Inc., Sole Member

By: _____
Name: _____
Title: _____

DOMAIN JAMBOREE, LLC

By: Belton Trust, Sole Member *By Belton Trust, Sole Member* ^{JK}

By: *Jeffrey Baron*
Jeffrey Baron, Trustee by Jeffrey Baron, as Trustee of the Belton Trust as
Jay Kline, Manager *Ordered by the Bankruptcy Court in place of Jay Kline* ^{EB}

EQUITY TRUST COMPANY, a South Dakota trust company, as Custodian of IRA 19471 and as successor in interest of Mid Ohio Securities as Custodian of IRA 19471

DOMAIN JAMBOREE, LLC
By: Belton Trust, Sole Member

By: _____
Jeffrey Baron, Trustee

EQUITY TRUST COMPANY, a South Dakota trust company, as Custodian of IRA 19471 and as successor in interest of Mid Ohio Securities as Custodian of IRA 19471

By: *[Signature]*
Name: _____
Title: Dan Youngers

CORPORATE ALTERNATIVE SIGNER
CHARLES ALDOUS, individually

JEFF RASANKY, individually

RON SHERIDAN, individually

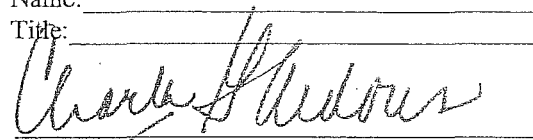
EXECUTION VERSION

DOMAIN JAMBOREE, LLC

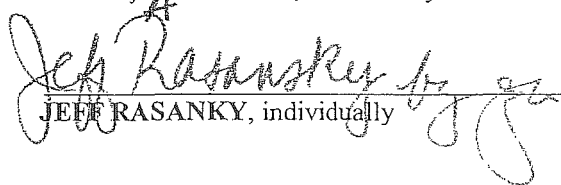
By: _____
Jay Kline, Manager

EQUITY TRUST COMPANY, a South
Dakota trust company, as Custodian of IRA
19471 and as successor in interest of Mid Ohio
Securities as Custodian of IRA 19471

By: _____
Name: _____
Title: _____



CHARLES ALDOUS, individually



JEFF RASANKY, individually

RON SHERIDAN, individually

EXECUTION VERSION

ID GENESIS, LLC

By: Netsphere, Inc., Sole Member

By: _____

Name: _____

Title: _____

DOMAIN JAMBOREE, LLC

By: _____

Name: _____

Title: _____

EQUITY TRUST COMPANY, a South Dakota trust company, as Custodian of IRA 19471 and as successor in interest of Mid Ohio Securities as Custodian of IRA 19471

By: _____

Name: _____

Title: _____

CHARLES ALDOUS, individually

JEFF RASANKY, individually



RON SHERIDAN, individually

*EXECUTION VERSION***EXHIBIT A**

Form of Security Agreement

NETSPHERE, INC.

SECURITY AGREEMENT

THIS SECURITY AGREEMENT ("Security Agreement"), effective as of _____, 2010 (the "Effective Date"), is made by NETSPHERE, INC., a Michigan corporation ("Maker"), MANILA INDUSTRIES, INC., a California corporation ("Manila") and ASIATRUST LIMITED AS TRUSTEE OF THE VILLAGE TRUST, a trust organized and operating under the laws of the Cook Islands ("Payee").

RECITALS:

WHEREAS, pursuant to that certain Mutual Settlement and Release Agreement dated on or about the Effective Date among Manila, Payee and other parties named therein (the "Settlement Agreement"), Manila agreed to make the Deferred Payment (as defined in the Settlement Agreement); and

WHEREAS, to secure the payment and performance of Manila's obligations to make the Deferred Payment, Maker has agreed to grant Payee a first lien and security interest in and to all of Maker's right, title and interest in the domain name *FreeSex.com*;

NOW, THEREFORE, in consideration of the Secured Obligations (as hereinafter defined) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Maker, and to induce Payee to accept the Deferred Payment, the parties hereto agree as follows:

1. Definitions. Capitalized terms shall have the meanings set forth therein. In addition to any other terms defined elsewhere in this Security Agreement, the following terms shall have the following meanings:

"**Collateral**" shall mean all of Maker's right, title and interest in and to the domain name *FreeSex.com* (the "Domain Name"), but Collateral shall not include, and the Payee waives any right to, any Proceeds and Contract Rights, insurance proceeds, unearned premiums, tax refunds, rents, profits and products thereof or any content or other information which may be located at or appear on the website using this Domain Name.

"**Contract Rights**" shall mean any right to payment related to the Collateral.

"**Deferred Payment Default**" shall mean Manila's failure to pay the Deferred Payment in accordance with the Settlement Agreement, which failure remains uncured for more than thirty (30) days after written notice thereof by Payee to Maker and Manila.

"**Event of Default**" shall mean (i) any breach by Maker of any warranty, covenant, agreement or term by Maker under this Security Agreement, in each instance which remains uncured for more than thirty (30) days after written notice thereof by Payee to Maker and Manila, or (ii) a Deferred Payment Default.

"**GAAP**" shall mean generally accepted accounting principles.

EXECUTION VERSION

“**Person**” means an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization and a governmental entity or any department, agency or political subdivision thereof.

“**Proceeds**” shall mean all proceeds (as that term is defined in the UCC) and any and all amounts or items of property received by or owing to or generated by Maker or for the benefit of Maker when any Collateral or proceeds thereof are sold, exchanged, collected or otherwise disposed of, both cash and non-cash, including proceeds of insurance, indemnity, warranty or guarantee paid or payable on or in connection with any Collateral.

“**Secured Obligations**” shall mean the obligation of Manila to pay the Deferred Payment and the obligations of Maker under this Security Agreement, as the same may be amended, modified or supplemented from time to time, together with any and all extensions, renewals, refinancings or refundings thereof in whole or in part.

“**UCC**” shall mean the Uniform Commercial Code as in effect in the State of California.

“**Post-Default Deposits**” shall mean all Proceeds, Contract Rights, insurance proceeds, rents, profits and revenue of any type or character actually received by Maker generated from the Collateral (including but not limited to revenues generated from the lease or license of the Collateral) after the date of a Noticed Default (as defined in paragraph 8 hereof).

2. Grant of the Security Interest.

(a) Maker hereby grants to and creates in favor of Payee a continuing security interest and lien under the UCC and all other applicable laws in and to all of the Collateral. Maker’s grant of such security interest and lien as security for the full and timely payment, observance and performance of the Secured Obligations in accordance with the terms thereof.

(b) In furtherance of the intent of the parties hereto, and notwithstanding any other provision of this Security Agreement to the contrary, the security interests and liens granted hereunder shall be treated as first priority security interests and liens granted to Payee as the Payee under this Security Agreement (including, without limitation, in a bankruptcy proceeding).

3. Maker’s Covenants, Representations, Warranties and Continuing Obligations.

(a) Restrictions. So long as the Deferred Payment remains outstanding and except as otherwise permitted under this Security Agreement, Maker shall not, without the prior written consent of Payee, sell, transfer, assign or otherwise dispose of the Collateral; provided, however that (i) Maker may, without Payee’s consent, sell, transfer, assign or otherwise dispose of the Collateral if the proceeds of such transaction are used to pay the Deferred Payment in full and in cash at the closing of any such transaction, and (ii) Maker may from time to time, without Payee’s consent, lease and/or license the rights to the Collateral so long as such lease or license remains subject to this Security Agreement and subordinate to Payee’s first lien on the Collateral.

(b) Maker Representations and Warranties. Maker hereby represents and warrants that as of the date of this Security Agreement:

(i) Organization and Corporate Power. Maker is a corporation validly existing and in good standing under the laws of Michigan.

EXECUTION VERSION

(ii) Authorization; No Breach. The execution, delivery and performance of this Security Agreement have been duly authorized by all necessary corporate action on the part of Maker. The execution and delivery by Maker of this Security Agreement, and the fulfillment of and compliance with the respective terms hereof by Maker, do not and shall not (A) conflict with or result in a breach of any of the terms, conditions or provisions of, (B) constitute a default under, (C) result in the creation of any lien, security interest, charge or encumbrance upon Maker's capital stock or assets pursuant to, (D) give any third party the right to modify, terminate or accelerate any material obligation under, (E) result in a material violation of, or (F) require any authorization, consent, approval, exemption or other action by or notice or declaration to, or filing with, any court or administrative or governmental body or agency pursuant to, the charter or bylaws of Maker, or any law or statute or rule, regulation, order, writ, judgment, injunction or decree of any court or administrative governmental body or agency to which Maker is subject, or any material agreement to which Maker is a party.

(iii) Maker's Continuing Obligations. Notwithstanding any provision hereof to the contrary, during the term of this Security Agreement, (i) Maker shall remain liable under all contracts and agreements included in the Collateral and shall pay, perform and observe all of its liabilities and obligations thereunder; (ii) Payee shall have no obligation to pay, perform or observe any of Maker's liabilities or obligations under such contracts and agreements as a result of exercising its rights under this Security Agreement or otherwise; and (iii) Payee's exercise of its rights under this Security Agreement or otherwise shall not release Maker from any of its liabilities or obligations under such contracts and agreements.

4. Addresses and Locations. Maker represents and warrants that as of the date of this Security Agreement (i) the California address of Maker set forth on the signature page hereof is the address of Maker's chief executive office and the address at which Maker keeps all books and records (in whatever form or medium, including all computer data, software and source codes) concerning the Collateral, and (ii) Michigan is the jurisdiction of Maker's incorporation.

5. Filing Requirements; Other Financing Statements. Maker represents and warrants that as of the date of this Security Agreement (i) none of its Collateral is covered by any certificate of title or subject to any lien or grant of any security interest other than the one created by this Security Agreement, and (ii) no financing statements describing any portion of the Collateral have been filed in any jurisdiction except for financing statements evidencing liens securing the Secured Obligations.

6. Rights in Collateral.

(a) Maker represents, warrants and covenants that it has and shall have at all times indefeasible title to all Collateral, free and clear of all liens, claims, charges and encumbrances (except for liens securing the Secured Obligations), and Maker shall defend such title against the claims and demands of all other Persons. Maker represents and warrants that this Security Agreement creates a valid security interest in the Collateral which, upon due filing of proper financing statements shall constitute a valid first priority perfected lien on and security interest in the Collateral, subject only to liens securing the Secured Obligations and liens which are accorded priority by statute.

(b) Except for expenditures of cash in the ordinary course of business or as otherwise permitted under Section 3(a) of this Security Agreement, Maker shall not sell, transfer, assign, convey or otherwise dispose of, or extend, amend, terminate or otherwise modify any material

EXECUTION VERSION

term or provision of, any Collateral, any interest therein, nor waive or release any right with respect thereto, without the prior written consent of Payee, which consent shall not be unreasonably withheld, delayed or denied.

(c) Maker assumes full responsibility for taking any and all steps to preserve its rights with respect to the Collateral against all prior parties.

7. Records. Maker shall at all times maintain reasonably accurate and complete records with respect to each item and category of the Collateral.

8. Taxes and Charges. Maker shall pay and discharge all taxes, levies and other impositions levied on any Collateral, separate and apart from Maker's other assets and in accordance with generally accepted accounting principles, consistently applied, except only to the extent that such taxes, levies and other impositions shall not then be due or shall be contested in good faith by appropriate proceedings diligently conducted (provided, such reserves and other provisions as may be required by generally accepted accounting principles have been duly made and recorded on Maker's financial records). If Maker shall fail to do so, Payee may (but shall not be obligated to) pay such taxes, levies or impositions for the account of Maker (without waiving or releasing any obligation or default by Maker hereunder), and the amount thereof shall be added to the Secured Obligations and shall be payable upon demand with interest accruing thereon at the rate provided in the Settlement Agreement.

9. Inspection. Payee and its officers, employees and agents, at Payee's sole expense and in no event more than one (1) time during any twelve-month period, shall have the right at all reasonable times upon at least ten (10) business days prior written notice, to inspect the Collateral.

10. Preservation and Protection of Security Interest. Maker shall diligently preserve and protect Payee's security interest in the Collateral and shall, at its expense, cause such security interest in the Collateral to be perfected and continue perfected so long as the Secured Obligations or any portion thereof are outstanding and unpaid, and for such purposes, Maker shall from time to time at Payee's written request and at Payee's expense file or record, or cause to be filed or recorded, such instruments, documents and notices (including, without limitation, financing statements and continuation statements) as Payee may deem necessary or advisable from time to time to perfect and continue perfected such security interests. Maker shall do all such other reasonable acts and things and shall execute and deliver all such other instruments and documents (including, without limitation, further security agreements, pledge agreements, pledges, endorsements, assignments and notices) as Payee may deem reasonably necessary from time to time to perfect and preserve the priority of Payee's security interest in the Collateral, as a first lien perfected security interest in the Collateral, prior to the rights of any other secured party or lien creditor.

11. Remedy on Event of Default. If any Event of Default shall occur and be continuing beyond the expiration of any applicable notice and cure period, then so long as such Event of Default exists:

(a) If the Event of Default is a Deferred Payment Default or default under paragraph 3(a) hereof, then Payee's sole remedy for such default shall be to pursue a final, non-appealable judgment to permit the sale at public auction of the Collateral pursuant to Article 9 of the UCC to satisfy the Deferred Payment debt and/or to seek payment of the Deferred Payment debt, plus any fees and costs pursuant to paragraph 15(f) from the Post Default Deposits. The sale at public auction of the Collateral pursuant to Article 9 of the UCC shall occur only after notice and advertising of any sale at public auction has been published for at least sixty (60) days in advance of the sale date and notice must be provided to persons and entities as are required under Article 9

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of the UCC for the conduct of a commercially reasonable sale at public auction. Additionally, any such sale at public auction must be conducted by one of the nationally recognized domain name auctioneers (or their successors) listed on Schedule 1 attached hereto, to the extent that such auctioneers are then in existence and in the business of conducting domain name auctions. If none of the auctioneers (or their respective successors) listed on Schedule 1 are then in existence or will agree to conduct the sale on sixty (60) days notice, then Payee must use such other auctioneer as would be required by Article 9 of the UCC for the conduct of a commercially reasonable sale at public auction. In the event that a sale of the Collateral and application of the Post-Default Deposits results in a surplus over and above the amount of the Deferred Payment debt plus any fees and costs pursuant to paragraph 15(f), then such surplus shall be paid within five (5) business days to Maker and, in the event that a sale of the Collateral results in a deficiency, then Payee shall have recourse for such deficiency against Manila. To the extent that Payee seeks payment of the Deferred Payment debt from the Post-Default Deposits, Manila shall be liable to Maker for the amount of Post-Default Deposits applied to the Deferred Payment debt.

(b) If the Event of Default is other than a Deferred Payment Default or default under paragraph 3(a), then Payee's sole remedy shall be to seek specific performance, including, but not limited to, preliminary injunctive relief and any attorneys fees permitted pursuant to subsection 15(f), by Maker of the warranty, covenant, agreement or term breached.

(c) It being understood in each instance referenced in clauses (a) and (b) above that Maker shall have no obligation to make any payment of the Deferred Payment to Payee, which shall at all times remain an obligation of Manila, and that Payee shall not have, nor be entitled to, any other right or remedy under this Security Agreement, the UCC or any other applicable law.

12. Agreement to Deposit Funds. In the event of an uncured Deferred Payment Default or a default under paragraph 3(a) hereof, and upon written notice to Maker by Payee pursuant to the terms hereof, and regardless of whether Maker contests whether such Deferred Payment Default or other default under paragraph 3(a) hereof has occurred or whether Maker asserts defenses to such alleged default, Maker agrees and it shall deposit into the registry of the United States District Court for the Northern District of Texas, in connection with the litigation described in paragraph 11 hereof, all Post Default Deposits. Maker agrees and stipulates that its obligation to make the Post Default Deposits, as described herein, shall be enforceable by injunctive relief without bond and without the need for Payee to demonstrate irreparable injury, such injury being stipulated and agreed to herein, and regardless of whether Maker asserts defenses to any of the defaults called by Payee hereunder; it being the intent of Maker and Payee that the right to the Post-Default Deposits should ultimately be adjudicated by the court which has jurisdiction of the claims asserted by Payee against Maker as referenced in paragraph 11 hereof, and pursuant to this Security Agreement. All payments by Maker of the Post-Default Deposits shall be made within five (5) business days from the date that they are received by Maker. Maker agrees and stipulates that it shall not divert any traffic from freesex.com or, upon the written notice to Maker by Payee pursuant to the terms hereof and after of a Deferred Payment Default or a default under paragraph 3(a) and regardless of whether Maker contests whether such Deferred Payment Default or other default under paragraph 3(a) hereof has occurred, that it shall not divert any revenue from feesex.com, all of which shall constitute Post Default Deposits. The obligation to make Post Default Deposits and prohibition against diverting revenues or traffic from freesex.com shall be enforceable by injunctive relief and based upon the stipulation and agreement of Maker that no bond shall be required for such injunctive relief, and no showing of irreparable injury shall be required, such irreparable injury being stipulated to by Maker herein.

EXECUTION VERSION

13. Continuing Validity of Obligations.

(a) Maker's obligations hereunder shall continue in full force and effect as long as the Secured Obligations or any part thereof remain outstanding and unpaid and shall remain in full force and effect without regard to and shall not be released, discharged or in any way affected by (i) any renewal, refinancing or refunding of the Secured Obligations in whole or in part, (ii) any extension of the time of payment of any of the Secured Obligations or any part thereof, (iii) any compromise or settlement with respect to the Secured Obligations or any part thereof, or any forbearance or indulgence extended to Maker, (iv) any amendment to or modification of the terms of the Secured Obligations or any part thereof, or the Settlement Agreement, (v) any substitution, exchange or release of, or failure to preserve, perfect or protect, or other dealing in respect of, the Collateral or any other property or any security for the payment of the Secured Obligations or any part thereof, (vi) any bankruptcy, insolvency, arrangement, composition, assignment for the benefit of creditors or similar proceeding commenced by or against Maker, or (vii) any other matter or thing whatsoever whereby the agreements and obligations of Maker hereunder would or might otherwise be released or discharged other than payment in full of the Secured Obligations. Maker hereby waives notice of the acceptance of this Security Agreement by Payee.

(b) To the extent that Manila makes a payment or payments to Payee, which payment or any part thereof are subsequently invalidated, declared to be fraudulent or preferential, set aside or required to be repaid to Manila or a trustee, receiver or any other party under any bankruptcy law, state or federal law, common law or equitable cause of action, then, to the extent of such payment, the Secured Obligations or portion thereof intended to be satisfied and this Security Agreement shall be revived and continue in full force and effect, as if such payment had not been received by such party; provided that Maker shall have no obligation to make any payment of the Deferred Payment to Payee.

14. Defeasance. Upon payment in full of the Secured Obligations, this Security Agreement shall terminate automatically and be of no further force and effect (except for the provisions of this Section 14 which shall survive), and in such event Payee shall, at Payee's expense take all action necessary to terminate Payee's security interest in the Collateral. This Security Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

15. Amendments, Waivers, Notices, Governing Law, etc.

(a) The provisions of this Security Agreement may be amended, modified and waived, but only in writing by Maker and Payee.

(b) Except as expressly provided otherwise in this Security Agreement, all notices and other communications hereunder shall be made as set forth in the Settlement Agreement.

(c) This Security Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and either of the parties hereto may execute this Security Agreement by signing any such counterpart.

(d) THIS SECURITY AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE DOMESTIC LAWS OF THE STATE OF CALIFORNIA, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICT OF LAW PROVISION OR RULE (WHETHER OF THE STATE OF CALIFORNIA OR ANY OTHER JURISDICTION) THAT WOULD CAUSE THE APPLICATION OF THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF CALIFORNIA.

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(e) This Security Agreement is entered into in connection with and subject to the Settlement Agreement. Notwithstanding any provision hereof to the contrary, in the event of any claimed Event of Default hereunder, Maker reserves, and shall have, all rights, offsets, claims and defenses to such claimed Event of Default which Maker is entitled to assert for any claimed breach of the Settlement Agreement, to the same extent as if such provisions of the Settlement Agreement had been expressly set forth herein.

(f) If any action is brought to enforce or interpret the terms of this Security Agreement (including through arbitration), the prevailing party shall be entitled to reasonable legal fees, costs and necessary disbursements in addition to any other relief to which such party may be entitled.

(g) The United States District Court for the Northern District of Texas, The Honorable Royal Furgeson, shall have jurisdiction over any and all other disputes and/or matters related to this Security Agreement, whether related to its consummation, implementation, enforcement or otherwise. In the event that the Honorable Royal Furgeson is not available to hear a case related to this Security Agreement, then any other judge of the United States District Court for the Northern District of Texas shall have jurisdiction over such case.

(h) In the event of a monetary default hereunder, if a party fails to timely pay monies due another party more than two (2) times in any twelve (12) month period, for each subsequent default during the subject twelve (12) month period, the defaulting party shall pay the non-defaulting party(ies) two hundred fifty dollars (\$250), in the aggregate, as a penalty and not as interest.

IN WITNESS WHEREOF, the parties hereto have executed this Security Agreement as of the Effective Date.

NETSPHERE, INC.By: Name MUNISH KRISHANTitle: PresidentAddress:

Netsphere, Inc.

c/o Ravi Puri, Esq.

1300 Bristol Street North, Suite 200

Newport Beach, CA 92660

MANILA INDUSTRIES, INC.By: Name MUNISH KRISHANTitle: PresidentAddress:

Manila Industries, Inc.

23312 Eagle Ridge

Mission Viejo, CA 92692

EXECUTION VERSION

THE VILLAGE TRUST

By: Asiatrust Limited, Its Trustee

By: **ATP DIRECTORS LIMITED**
BY ITS DULY AUTHORISED OFFICER
Name: *Lesley Katca* *Lisa Iro*
Title: LESLEY KATCA / LISA IRO

Address:
Asiatrust Limited
Level 2 BCI House
P.O. Box 822
Rarotonga
Cook Islands

*EXECUTION VERSION***SCHEDULE 1 TO EXHIBIT A**
List of Auctioneers

Auctioneer shall be one of the following (so long as it continues to conduct domain name auctions):

- 1) The legal entity that operates auctions via Sedo.com;
- 2) The legal entity that operates auctions via maltzauctions.com
- 3) Moniker Online Services, LLC (currently located at <http://domainauctions.moniker.com/>)
- 4) Rick Latona Auctions (currently located at <http://www.ricklatona.com/domains/>)

*EXECUTION VERSION***EXHIBIT B**

Form of License Agreement

POKERSTAR.COM LICENSE AGREEMENT

THIS POKERSTAR.COM LICENSE AGREEMENT ("License Agreement"), effective as of the date of the last signature hereto ("Effective Date"), is by and between Asiatrust Limited as Trustee of the Village Trust ("Licensor"), and Netsphere, Inc., a Michigan corporation with its principal place of business at 1300 Bristol Street North, Suite 200, Newport Beach, CA 92660 ("Netsphere").

WHEREAS, Licensor represents and warrants that it is the sole registrant and owner of all rights (property, contract, copyright, and all other rights recognized in law) in the internet domain name Pokerstar.com and wishes to grant Netsphere an exclusive license to the Pokerstar.com domain name.

NOW, THEREFORE, the parties hereto, intending to be legally bound, agree as follows:

1. DOMAIN LICENSE**1.1 License.**

Licensor hereby grants to Netsphere, for the Term of this License Agreement, an exclusive license to the Pokerstar.com domain name, including, but not limited to, the exclusive right to use, in Netsphere's sole discretion, Pokerstar.com in any form of Online Business and including the right to sublicense. For purposes of this License Agreement, "Online Business" includes, but is not limited to, domain parking, monetization, and build out and/or operation of a website associated with the Pokerstar.com domain name. Nothing herein shall obligate Netsphere to operate, market, develop, or promote (including without limitation through search engine optimization, purchasing keywords, advertising, or any affiliate program) any Online Business or otherwise use the Pokerstar.com domain name during the Term of this License Agreement. Licensor shall have no right of control, participation, or management regarding the use or non-use of the Pokerstar.com domain name by Netsphere during the Term of this License Agreement. Licensor may not grant another license to the Pokerstar.com domain name during the Term without the written consent of Netsphere. Except as specifically provided herein, the ownership of all rights in the domain name Pokerstar.com will remain with the Licensor and are in no way transferred to Netsphere by virtue of the license granted in this License Agreement.

1.2 License Fee.

In exchange for the exclusive license granted to Netsphere, fifty percent (50%) of any revenue Netsphere receives from third parties via operation of any website at the address Pokerstar.com during the Term ("License Fee") shall be paid via wire transfer to Licensor (in accordance with the wire instructions provided by Craig Capua to John MacPete by email on June 7, 2010, by the 5th business day of each month for monies received (only includes actual receipts, not monies earned, for which exact copies of e-mails or online bank account activity statements indicating the relevant wire transfer receipts for the operation of any website at the address Pokerstar.com shall be provided) in the prior month (i.e. revenues earned in March will typically be paid to/received by Netsphere in April and, if received by Netsphere in April, the License Fee from revenues earned in March will then be paid to Licensor by the 5th business day of May). Netsphere shall retain the other fifty percent (50%) of any revenue it receives from third parties via operation of a website at the address Pokerstar.com ("Netsphere Payment"). Until such time as the Combined Pokerstar Revenue and the Additional Payment (as such terms are defined in the

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Settlement Agreement entered into by the parties on July 2, 2010 ("Settlement Agreement") have been paid in accordance with Section 6.C. of the Settlement Agreement, payments of the License Fee will be made pursuant to Section 6.B and 6.C of the Settlement Agreement. If Licensor does not receive the License Fee within the time period discussed in this paragraph, Licensor shall notify Netsphere in writing. Within thirty (30) days of such notice ("Notice Period"), Netsphere shall attempt to cure by: i) sending Licensor a copy of the wire confirmation OR ii) sending any outstanding License Fee to Licensor. If Netsphere fails to cure within the Notice Period, within five (5) business days of the end of such Notice Period, Netsphere agrees to pay the License Fee and the Netsphere Payment into an escrow account held by Gracy Title Company until the dispute is resolved. Additionally, if Netsphere utilizes the Notice Period, due to Netsphere's sole fault, more than two (2) times during any calendar year, it shall pay Licensor the amount of two hundred fifty dollars (\$250) ("Penalty Amount") for each Notice Period utilized in excess of two (2) times during such calendar year. This Penalty Amount does not apply if the additional Notice Period(s) utilized by Netsphere were not caused by Netsphere's failure to pay any outstanding License Fee.

1.3 Domain Renewal.

During the Term, Licensor agrees to continue to renew Pokerstar.com at its own cost, with renewal to be completed at least thirty-five (35) days prior to the expiration of any registration period. If Licensor fails to renew Pokerstar.com at least thirty-five (35) days prior to the expiration of any registration period, Netsphere shall notify Licensor in writing. Within 5 days of such notice ("Renewal Notice Period"), Licensor shall attempt to cure by renewing the registration period for Pokerstar.com. If Licensor fails to cure within the Renewal Notice Period, Netsphere may renew the registration on Licensor's behalf and, in such event, Netsphere may deduct the renewal fee plus a Twenty Five Thousand Dollar (\$25,000) penalty from the next License Fee(s) owed to Licensor. If Netsphere exercises its right to renew the registration of Pokerstar.com, if Pokerstar.com's registrar refuses to perform the renewal, Licensor and Pokerstar.com's registrar agree that Netsphere shall be entitled to specific performance and a mandatory preliminary and permanent injunction without any bond requirement and without prior notice to Licensor, its registrar, and/or any other third party, requiring renewal of the Pokerstar.com domain for a minimum term of one (1) year (or longer, if requested and paid for by Netsphere). Any costs, fees and attorney's fees incurred by Netsphere to obtain such injunctive relief shall be deducted from the next License Fee(s) owed to Licensor until such costs, fees, and attorney's fees are fully recovered.

1.4 Nameserver Change.

During the Term, Licensor agrees to only point the nameservers and/or IP addresses for Pokerstar.com to those nameservers and/or IP addresses requested by Netsphere (in its sole discretion) in writing (including via e-mail). Other nameservers and/or IP addresses not authorized and/or requested by Netsphere are not permitted. Any request by Netsphere to Licensor for an update to the nameserver and/or IP address for Pokerstar.com shall be completed by Licensor (or its registrar) within twenty-four (24) business hours (based on eight (8) hours per business day) of such request. If, during the Term, Licensor, the registrar for Pokerstar.com, or any other third party ("Licensor Parties") removes and/or directs the nameservers and/or IP addresses for Pokerstar.com to nameservers and/or IP addresses not authorized or consented to by Netsphere in writing ("NS Removal"), Netsphere shall send notice ("Nameserver Notice") to Licensor pursuant to the instructions provided by Licensor in an email to Ravi Puri dated July 1, 2010. Within twenty-four (24) business hours (based on eight (8) hours per business day) of the Nameserver Notice ("NS Notice Period"), the Licensor Parties shall update the nameservers and/or IP addresses for Pokerstar.com as requested by Netsphere ("NS Update"). Licensor Parties and any entity and/or individual acting with or without the consent of Licensor agree that Netsphere shall also be entitled to specific performance and a mandatory preliminary and permanent injunction requiring the NS Update without any bond requirement and without prior notice to the Licensor Parties. If Licensor Parties fail to

EXECUTION VERSION

perform the NS Update within twelve (12) business hours, or immediately if Licensor Parties utilize the NS Notice Period more than two (2) times during any calendar year, it shall pay Netsphere an amount, equal to the revenue for the subject number of days (any partial days shall be rounded up to the next whole number) multiplied by fifty percent (50%), Pokerstar.com has not been directed to a Netsphere requested nameserver and/or IP address multiplied by the highest revenue earned for one day in the most recent 30 days prior to the day the nameservers and/or IP addresses were not directed to a Netsphere requested nameserver and/or IP address less fifty percent (50%) of any monies received by Netsphere for Pokerstar.com for the day(s) the nameservers and/or IP addresses were not directed (regardless of when received) as requested by Netsphere PLUS any reasonable costs, fees and attorney's fees incurred by Netsphere to obtain injunctive relief, if any, shall be deducted from the next License Fee(s) owed to Licensor until the costs, fees, attorney's fees, and penalty(ies) are fully recovered.

1.5 Intellectual Property Rights.

a. Netsphere and its advertisers, affiliates, service providers and suppliers will retain ownership of their intellectual property, including, but not limited to, patent, trademark, trade secret, and copyrights ("Intellectual Property"). All material available and/or published on a website at the address Pokerstar.com, via the nameservers and/or IP addresses that Netsphere has requested Licensor to point towards, including, but not limited to, written content, photographs, graphics, images, illustrations, marks, logos, sound or video clips, and flash animation, is protected by intellectual property rights, including, but not limited to, patent, copyright, trademark and trade secret (collectively "PS Content") and is the sole property of Netsphere or its advertisers, affiliates, service providers and/or suppliers.

b. Licensor agrees that it is not authorized or licensed to use the PS Content and/or the Intellectual Property that is used on or in connection with a website at the address Pokerstar.com and will not make a claim to any rights to or ownership of the PS Content and/or any Intellectual Property that is used on or in connection with a website at the address Pokerstar.com. Licensor will not: (1) adapt, alter, broadcast, circulate, copy, create derivative works of, display, dispose, distribute, disseminate, edit, electronically transfer, exploit, lease, license, loan, make available, modify, publish, register, rent, reproduce, retransmit, revise, sell, sublicense, translate, or use any PS Content and/or Intellectual Property; (2) reverse engineer, decompile, reverse compile, or disassemble any PS Content and/or Intellectual Property in whole or in part; (3) use any information obtained by crawling and/or spidering the website at the address Pokerstar.com (including, but not limited to the search results and any other content); and/or (4) authorize any other person or entity to do any of the foregoing.

1.6 Term and Termination.

a. Unless earlier terminated as set forth herein, the original term of this License Agreement shall extend for twenty-five (25) years from the Transfer Date as set forth in the Settlement Agreement and any subsequent renewal of this License Agreement for any period of time shall be agreed to in writing by both parties at least thirty (30) days prior to the end of the original or any subsequent term. The original term and any and all renewal terms are included within the meaning of "Term" as used herein.

b. Licensor may terminate this License Agreement only if the monthly funds received by Licensor from Netsphere fall below Twelve Thousand Five Hundred United States Dollars (\$12,500) per month for six (6) consecutive months. If Licensor elects to exercise its option to terminate under this provision, Licensor shall provide Netsphere with thirty (30) days written notice of termination.

c. Unless otherwise agreed to in this paragraph 1.6, this License Agreement may not be terminated for any reason, including, but not limited to, an alleged breach of this License Agreement or the Settlement Agreement.

*EXECUTION VERSION*1.7 No Warranties.

Nothing in this License Agreement shall be deemed to be a warranty, express or implied, by Netsphere as to Netsphere's performance under this License Agreement and/or the performance of any Online Business related to the Pokerstar.com domain. Netsphere shall not owe Licensor any fiduciary duties or other duties that are not expressly provided in this License Agreement.

1.8 Records; Auditing.

During the Term of the License Agreement, Licensor shall have the right, upon at least fifteen (15) business days prior written notice, during normal business hours, through an independent auditor, to examine and audit Netsphere's books and records for the preceding twelve (12) months (as of the date of the audit) relating solely to the operation of a website at the address Pokerstar.com and the revenue received therefrom (the "Records"), which books and records shall be kept and maintained by Netsphere in accordance with generally accepted accounting principles, consistently applied, separate and apart from the books and records for Netsphere's other business operations. Except in the case of an uncured default hereunder, Licensor may exercise such right no more than one (1) time per calendar year. The cost of any such examination and audit shall be paid by Licensor, except that, if it is determined on the basis of such audit (or if, in accordance with the following provisions, it is otherwise ultimately determined) that Netsphere's revenues received for the period audited were understated by more than five percent (5%), then the reasonable cost of the audit shall be paid by Netsphere and Netsphere shall immediately pay Licensor any sums due as a License Fee for the subject audit period.

1.9 Notice.

The parties agree that for purposes of notice, the names, e-mails, and facsimile numbers to receive notice under this License Agreement may be changed subject to such information being provided to the other party at least ten (10) days prior to the effective date of the change.

2. CONFIDENTIALITY

To the extent that the terms of this License Agreement are confidential and, except as required by law, each of Licensor and Netsphere agree not to disclose the terms of this License Agreement to anyone other than their officers, directors, attorneys, accountants, or pursuant to the formal request of any law enforcement or administrative agency or a subpoena or order of a court, or as necessary to enforce its rights or obligations under this License Agreement (the "Non-Disclosure Obligations"). Furthermore, in the event of any formal request of any law enforcement or administrative agency or a subpoena or order of court, Licensor and Netsphere must use diligent reasonable efforts to limit each disclosure of confidential information and notify the other party prior to disclosure, when permitted by law, so that either (or both) party may seek confidential treatment or a protective order preventing such disclosure. The parties' Non-Disclosure Obligations include, without limitation, refraining from publishing or issuing any press releases, news articles or external bulletins, and refraining from posting any statements on the Internet that are accessible by third parties, or sending any e-mails or other correspondence to a third party regarding the confidential terms of this License Agreement.

*EXECUTION VERSION*3. GENERAL3.1 No Third Party Beneficiaries.

This License Agreement is made solely for the benefit of the parties to this License Agreement and their respective successors and assigns, and no other person or entity shall have or acquire any right by virtue of this License Agreement

3.2 No Inducement.

No party has been induced to enter into this License Agreement by, nor is any party relying on, any representation or warranty outside those expressly set forth in this License Agreement.

3.3 No Waiver.

No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this License Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy shall be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

3.4 Force Majeure.

If any party delays or fails to perform its obligations because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain labor, materials or supplies or reasonable substitutes for labor, materials or supplies, governmental restrictions, government regulations, governmental controls, judicial orders, enemy or hostile governmental action, terrorism, civil commotion, fire or other casualty, or other causes beyond the reasonable control of the party obligated to perform, then that party's performance shall be excused provided, that the party whose performance is affected by any such event gives the other party written notice thereof within ten (10) business days of such event or occurrence.

3.5 Severability.

If a court or an arbitrator of competent jurisdiction holds any provision of this License Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected.

3.6 Entire Agreement and Independent Counsel.

This License Agreement, including all terms incorporated by reference, is the complete and exclusive agreement between the parties with respect to the subject matter hereof, superseding and terminating any prior agreements and communications (both written and oral) regarding such subject matter. This License Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto. Each party has been represented by counsel (or had the opportunity for same) and the provisions hereof shall not be construed more harshly against either party as a result of drafting responsibilities. If any action is brought to enforce or interpret the terms of this License Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs and necessary disbursements in addition to any other relief to which such party may be entitled.

EXECUTION VERSION

3.7 Independent Contractors.

The parties are independent contractors and not joint venturers. Neither party shall be deemed to be an employee, employer, partner, distributor, joint venturer, agent, or legal representative of the other party hereto for any purpose and neither party hereto shall have any right, power or authority to assume or create any obligation or responsibility on behalf of the other party hereto nor shall this be deemed an exclusive or fiduciary relationship.

3.8 Counterparts.

This License Agreement may be executed in two or more counterparts, each of which shall be an original or faxed copy and all of which together shall constitute one instrument. Facsimile signatures shall have the same force and effect as original signatures.

3.9 Descriptive Headings.

The section headings contained herein are for reference purposes only and shall not in any way affect the meaning or interpretation of this License Agreement.

3.10 Taxes.

Each party shall be responsible for its own tax filings, preparation, and payments as it may relate to their respective value added tax (V.A.T.), federal, state, or local tax or any other tax imposed by any governmental entity with taxing authority related to the respective parties.

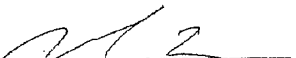
3.11 Survival.

Paragraphs 1.2 (with respect to fees incurred as of the date of termination), 1.3 (with respect to fees incurred as of the date of termination), 1.4 (with respect to fees incurred as of the date of termination), 1.5 and 2 shall survive expiration of the Term or earlier termination of this License Agreement.

IN WITNESS WHEREOF, each party through its duly authorized representative has executed this License Agreement as of the Effective Date:

NETSPHERE, INC.

ASIATRUST LIMITED AS TRUSTEE OF
THE VILLAGE TRUST

By: 
Name: MUNISH KRISHAN
Title: President
Date: 7-9-2010

By: _____
Name:
Title:
Date:

EXECUTION VERSION

3.7 Independent Contractors.

The parties are independent contractors and not joint venturers. Neither party shall be deemed to be an employee, employer, partner, distributor, joint venturer, agent, or legal representative of the other party hereto for any purpose and neither party hereto shall have any right, power or authority to assume or create any obligation or responsibility on behalf of the other party hereto nor shall this be deemed an exclusive or fiduciary relationship.

3.8 Counterparts.

This License Agreement may be executed in two or more counterparts, each of which shall be an original or faxed copy and all of which together shall constitute one instrument. Facsimile signatures shall have the same force and effect as original signatures.

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3.10 Taxes.

Each party shall be responsible for its own tax filings, preparation, and payments as it may relate to their respective value added tax (V.A.T.), federal, state, or local tax or any other tax imposed by any governmental entity with taxing authority related to the respective parties.

3.11 Survival.

Paragraphs 1.2 (with respect to fees incurred as of the date of termination), 1.3 (with respect to fees incurred as of the date of termination), 1.4 (with respect to fees incurred as of the date of termination), 1.5 and 2 shall survive expiration of the Term or earlier termination of this License Agreement.

IN WITNESS WHEREOF, each party through its duly authorized representative has executed this License Agreement as of the Effective Date:

NETSPHERE, INC.

By: _____
Name:
Title:
Date:

ASIATRUST LIMITED AS TRUSTEE OF
THE VILLAGE TRUST

ATP DIRECTORS LIMITED
BY ITS DULY AUTHORIZED OFFICER

By: [Signature]
Name: LESLEY KATOFA & LISIA IRO
Title:
Date: 9th July, 2010

*EXECUTION VERSION***EXHIBIT C**

Form of Pokerstar Security Agreement

SECURITY AGREEMENT

THIS SECURITY AGREEMENT ("Agreement"), effective as of _____, 2010 (the "Effective Date"), is made by ASIATRUST LIMITED AS TRUSTEE OF THE VILLAGE TRUST, a trust organized and operating under the laws of the Cook Islands ("Maker"), and DANIEL J. SHERMAN IN HIS CAPACITY AS CHAPTER 11 TRUSTEE OF ONDOVA LIMITED COMPANY D/B/A COMPANA, LLC, A TEXAS LIMITED LIABILITY COMPANY, DEBTOR IN BANKRUPTCY CASE NO. 09-34784-SGJ-11 PENDING IN THE UNITED STATES BANKRUPTCY COURT FOR THE NORTHERN DISTRICT OF TEXAS, DALLAS DIVISION ("Payee").

RECITALS:

WHEREAS, pursuant to that certain Mutual Settlement and Release Agreement dated on or about the Effective Date among Maker, Payee and other parties named therein (the "Settlement Agreement"), Maker agreed to make the Additional Payment (as defined in the Settlement Agreement); and

WHEREAS, to secure the payment and performance of Maker's obligations to make the Additional Payment, Maker has agreed to grant Payee a first lien and security interest in and to all of Maker's right, title and interest in the domain name *pokerstar.com*, which shall be subordinate to the Pokerstar.com License Agreement under the Settlement Agreement ("Pokerstar License");

NOW, THEREFORE, in consideration of the Secured Obligations (as hereinafter defined) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Maker, and to induce Payee to accept the Additional Payment, the parties hereto agree as follows:

1. Definitions. Capitalized terms shall have the meanings set forth therein. In addition to any other terms defined elsewhere in this Agreement, the following terms shall have the following meanings:

"**Additional Payment Default**" shall mean Maker's failure to pay the Additional Payment in accordance with the Settlement Agreement, which failure remains uncured for more than thirty (30) days after written notice thereof by Payee to Maker.

"**Collateral**" shall mean all of Maker's right, title and interest in and to the domain name *pokerstar.com* (the "Domain Name"), but Collateral shall not include, and the Payee waives any right to, any Proceeds and Contract Rights, insurance proceeds, unearned premiums, tax refunds, rents, profits and products thereof or any content or other information which may be located at or appear on the website using this Domain Name.

"**Contract Rights**" shall mean any right to payment related to the Collateral.

"**Event of Default**" shall mean (i) any breach by Maker of any warranty, covenant, agreement or term by Maker under this Agreement, in each instance which remains uncured for more than thirty (30) days after written notice thereof by Payee to Maker, or (ii) an Additional Payment Default.

"**GAAP**" shall mean generally accepted accounting principles.

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“**Person**” means an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization and a governmental entity or any department, agency or political subdivision thereof.

“**Pokerstar Escrow Agreement**” shall have the meaning attributed to such term in the Settlement Agreement.

“**Proceeds**” shall mean all proceeds (as that term is defined in the UCC) and any and all amounts or items of property received when any Collateral or proceeds thereof are sold, exchanged, collected or otherwise disposed of, both cash and non-cash, including proceeds of insurance, indemnity, warranty or guarantee paid or payable on or in connection with any Collateral.

“**Secured Obligations**” shall mean the obligation of Maker to pay the Additional Payment and the obligations of Maker under this Agreement, as the same may be amended, modified or supplemented from time to time, together with any and all extensions, renewals, refinancings or refundings thereof in whole or in part.

“**UCC**” shall mean the Uniform Commercial Code as in effect in the State of Texas.

2. Grant of the Security Interest.

(a) Maker hereby grants to and creates in favor of Payee a continuing security interest and lien under the UCC and all other applicable laws in and to all of the Collateral which shall be subordinate to the Pokerstar.com License. Maker’s grant of such security interest and lien as security for the full and timely payment, observance and performance of the Secured Obligations in accordance with the terms thereof.

(b) In furtherance of the intent of the parties hereto, and notwithstanding any other provision of this Agreement to the contrary, the security interests and liens granted hereunder shall be treated as first priority security interests and liens granted to Payee as the Payee under this Agreement (including, without limitation, in a bankruptcy proceeding) except that such security interests and liens shall be subordinate to the Pokerstar.com License.

3. Maker’s Covenants, Representations, Warranties and Continuing Obligations.

(a) Restrictions. So long as the Additional Payment remains outstanding and except as otherwise permitted under this Agreement, Maker shall not, without the prior written consent of Payee, sell, transfer, assign or otherwise dispose of the Collateral; provided, however that (i) Maker may, without Payee’s consent, sell, transfer, assign or otherwise dispose of the Collateral if the proceeds of such transaction are used to pay the Additional Payment in full, and (ii) Maker may from time to time, without Payee’s consent, sublease and/or sublicense the rights to the Pokerstar.com License (but not re-register the Collateral in violation of the Settlement Agreement) so long as such sublease or sublicense remains subject to this Agreement and subordinate to Payee’s lien on the Collateral.

(b) Maker Representations and Warranties. Maker hereby represents and warrants that as of the date of this Agreement:

(i) Organization and Corporate Power. Maker is a trust validly existing and in good standing under the laws of the Cooks Islands.

EXECUTION VERSION

(ii) Authorization; No Breach. The execution, delivery and performance of this Agreement have been duly authorized by all necessary corporate action on the part of Maker. The execution and delivery by Maker of this Agreement, and the fulfillment of and compliance with the respective terms hereof by Maker, do not and shall not (A) conflict with or result in a breach of any of the terms, conditions or provisions of, (B) constitute a default under, (C) result in the creation of any lien, security interest, charge or encumbrance upon Maker's capital stock or assets pursuant to, (D) give any third party the right to modify, terminate or accelerate any material obligation under, (E) result in a material violation of, or (F) require any authorization, consent, approval, exemption or other action by or notice or declaration to, or filing with, any court or administrative or governmental body or agency pursuant to, the charter or bylaws of Maker, or any law or statute or rule, regulation, order, writ, judgment, injunction or decree of any court or administrative governmental body or agency to which Maker is subject, or any material agreement to which Maker is a party.

(iii) Maker's Continuing Obligations. Notwithstanding any provision hereof to the contrary, during the term of this Agreement, unless and until the Collateral is transferred to Payee pursuant to the terms of the Pokerstar Escrow Agreement, (i) Maker shall remain liable under all contracts and agreements included in the Collateral and shall pay, perform and observe all of its liabilities and obligations thereunder; (ii) Payee shall have no obligation to pay, perform or observe any of Maker's liabilities or obligations under such contracts and agreements as a result of exercising its rights under this Agreement or otherwise; and (iii) Payee's exercise of its rights under this Agreement or otherwise shall not release Maker from any of its liabilities or obligations under such contracts and agreements.

4. Addresses and Locations. Maker represents and warrants that as of the date of this Agreement (i) the address of Maker set forth on the signature page hereof is the address of Maker's chief executive office and the address at which Maker keeps all books and records (in whatever form or medium, including all computer data, software and source codes) concerning the Collateral, and (ii) Cook Islands is the jurisdiction of Maker's incorporation.

5. Filing Requirements; Other Financing Statements. Maker represents and warrants that as of the date of this Agreement (i) none of its Collateral is covered by any certificate of title, and (ii) no financing statements describing any portion of the Collateral have been filed in any jurisdiction except for financing statements evidencing liens securing the Secured Obligations and the Pokerstar.com License.

6. Rights in Collateral.

(a) Maker represents, warrants and covenants that it has and shall have at all times indefeasible title to all Collateral, free and clear of all liens, claims, charges and encumbrances (except for liens securing the Secured Obligations and the Pokerstar.com License), and Maker shall defend such title against the claims and demands of all other Persons. Maker represents and warrants that this Agreement creates a valid security interest in the Collateral which, upon due filing of proper financing statements shall constitute a valid first priority perfected lien on and security interest in the Collateral, which is subordinate to the Pokerstar.com License, subject only to liens securing the Secured Obligations and liens which are accorded priority by statute.

(b) Except for expenditures of cash in the ordinary course of business or as otherwise permitted under Section 3(a) of this Agreement, Maker shall not sell, transfer, assign, convey or otherwise dispose of, or extend, amend, terminate or otherwise modify any material term or

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provision of, any Collateral, any interest therein, nor waive or release any right with respect thereto, without the prior written consent of Payee, which consent shall not be unreasonably withheld, delayed or denied.

(c) Maker assumes full responsibility for taking any and all steps to preserve its rights with respect to the Collateral against all prior parties. Payee shall be deemed to have exercised reasonable care in the preservation and custody of the portion of the Collateral as may be in Payee's possession if Payee takes such action as Maker shall reasonably request in writing; provided, such requested action shall not, in the judgment of Payee, impair Payee's prior security interest in such Collateral or its rights in or the value of such Collateral and, provided further, that such written request is received by Payee in sufficient time to permit Payee to take the requested action.

7. Records. Maker shall at all times maintain reasonably accurate and complete records with respect to each item and category of the Collateral.

8. Taxes and Charges. Maker shall pay and discharge all taxes, levies and other impositions levied on any Collateral, separate and apart from Maker's other assets and in accordance with generally accepted accounting principles, consistently applied, except only to the extent that such taxes, levies and other impositions shall not then be due or shall be contested in good faith by appropriate proceedings diligently conducted (provided, such reserves and other provisions as may be required by generally accepted accounting principles have been duly made and recorded on Maker's financial records). If Maker shall fail to do so, Payee may (but shall not be obligated to) pay such taxes, levies or impositions for the account of Maker (without waiving or releasing any obligation or default by Maker hereunder), and the amount thereof shall be added to the Secured Obligations and shall be payable upon demand with interest accruing thereon at the rate provided in the Settlement Agreement.

9. Inspection. Payee and its officers, employees and agents, at Payee's sole expense and in no event more than one (1) time during any twelve-month period, shall have the right at all reasonable times upon at least ten (10) business days prior written notice, to inspect the Collateral.

10. Preservation and Protection of Security Interest. Maker shall diligently preserve and protect Payee's security interest in the Collateral and shall, at its expense, cause such security interest in the Collateral to be perfected and continue perfected so long as the Secured Obligations or any portion thereof are outstanding and unpaid, and for such purposes, Maker shall from time to time at Payee's written request and at Payee's expense file or record, or cause to be filed or recorded, such instruments, documents and notices (including, without limitation, financing statements and continuation statements) as Payee may deem necessary or advisable from time to time to perfect and continue perfected such security interests. Maker shall do all such other reasonable acts and things and shall execute and deliver all such other instruments and documents (including, without limitation, further security agreements, pledge agreements, pledges, endorsements, assignments and notices) as Payee may deem reasonably necessary from time to time to perfect and preserve the priority of Payee's security interest in the Collateral, as a perfected security interest in the Collateral, prior to the rights of any other secured party or lien creditor, except with respect to the Pokerstar.com License, to which its security interest is subordinate.

11. Remedy on Event of Default. If any Event of Default shall occur and be continuing beyond the expiration of any applicable notice and cure period, then so long as such Event of Default exists, (i) if the Event of Default is an Additional Payment Default, then Payee's sole remedy for such Additional Payment Default shall be to pursue a final, non-appealable judgment to cause the transfer of the Domain Name in accordance with the provisions of the Pokerstar Escrow Agreement, and (ii) if the

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Event of Default is other than an Additional Payment Default, then Payee's sole remedy shall be to seek specific performance, including, but not limited to, preliminary injunctive relief and any attorneys fees permitted pursuant to subsection 14(f), by Maker of the warranty, covenant, agreement or term breached, it being understood in each instance referenced in clauses (i) and (ii) above that Payee shall not have, nor be entitled to, any other right or remedy under this Agreement, the UCC or any other applicable law.

12. Continuing Validity of Obligations.

(a) Maker's obligations hereunder shall continue in full force and effect as long as the Secured Obligations or any part thereof remain outstanding and unpaid and shall remain in full force and effect without regard to and shall not be released, discharged or in any way affected by (i) any renewal, refinancing or refunding of the Secured Obligations in whole or in part, (ii) any extension of the time of payment of any of the Secured Obligations or any part thereof, (iii) any compromise or settlement with respect to the Secured Obligations or any part thereof, or any forbearance or indulgence extended to Maker, (iv) any amendment to or modification of the terms of the Secured Obligations or any part thereof, or the Settlement Agreement, or the Pokerstar Escrow Agreement, (v) any substitution, exchange or release of, or failure to preserve, perfect or protect, or other dealing in respect of, the Collateral or any other property or any security for the payment of the Secured Obligations or any part thereof, (vi) any bankruptcy, insolvency, arrangement, composition, assignment for the benefit of creditors or similar proceeding commenced by or against Maker, or (vii) any other matter or thing whatsoever whereby the agreements and obligations of Maker hereunder would or might otherwise be released or discharged other than payment in full of the Secured Obligations. Maker hereby waives notice of the acceptance of this Agreement by Payee.

(b) To the extent that Maker makes a payment or payments to Payee, which payment or any part thereof are subsequently invalidated, declared to be fraudulent or preferential, set aside or required to be repaid to Maker or a trustee, receiver or any other party under any bankruptcy law, state or federal law, common law or equitable cause of action, then, to the extent of such payment, the Secured Obligations or portion thereof intended to be satisfied and this Agreement shall be revived and continue in full force and effect, as if such payment had not been received by such party..

13. Defeasance. Upon payment in full of the Secured Obligations, this Agreement shall terminate automatically and be of no further force and effect (except for the provisions of this Section 13 which shall survive), and in such event Payee shall, at Payee's expense and without recourse, representation or warranty, redeliver and reassign to Maker the Collateral, terminate the Pokerstar Escrow Agreement in accordance with its terms and take all action necessary to terminate Payee's security interest in the Collateral. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

14. Amendments, Waivers, Notices, Governing Law, etc.

(a) The provisions of this Agreement may be amended, modified and waived, but only in writing by Maker and Payee.

(b) Except as expressly provided otherwise in this Agreement, all notices and other communications hereunder shall be made as set forth in the Settlement Agreement.

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(c) This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and either of the parties hereto may execute this Agreement by signing any such counterpart.

(d) THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE DOMESTIC LAWS OF THE STATE OF TEXAS, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICT OF LAW PROVISION OR RULE (WHETHER OF THE STATE OF TEXAS OR ANY OTHER JURISDICTION) THAT WOULD CAUSE THE APPLICATION OF THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF TEXAS.

(e) This Agreement is entered into in connection with and subject to the Settlement Agreement. Notwithstanding any provision hereof to the contrary, in the event of any claimed Event of Default hereunder, Maker reserves, and shall have, all rights, offsets, claims and defenses to such claimed Event of Default which Maker is entitled to assert for any claimed breach of the Settlement Agreement, to the same extent as if such provisions of the Settlement Agreement had been expressly set forth herein.

(f) If any action is brought to enforce or interpret the terms of this Agreement (including through arbitration), the prevailing party shall be entitled to reasonable legal fees, costs and necessary disbursements in addition to any other relief to which such party may be entitled.

(g) The United States District Court for the Northern District of Texas, The Honorable Royal Furgeson, shall have jurisdiction over any and all other disputes and/or matters related to this Agreement, whether related to its consummation, implementation, enforcement or otherwise.

(h) In the event of a monetary default hereunder, if a party fails to timely pay monies due another party more than two (2) times in any twelve (12) month period, for each subsequent default during the subject twelve (12) month period, the defaulting party shall pay the non-defaulting party(ies) two hundred fifty dollars (\$250), in the aggregate, as a penalty and not as interest.

[Remainder of page intentionally left blank]

EXECUTION VERSION

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.



DANIEL J. SHERMAN, Chapter 11 Trustee for
Ondova Limited Company

Address:

Daniel J. Sherman, Trustee
509 N. Montclair Avenue
Dallas, Texas 75208

and

Raymond J. Urbanik
Munsch Hardt Kopf & Harr, P.C.
500 North Akard Street
Suite 3800
Dallas, Texas 75201-6659

THE VILLAGE TRUST

By: Asiatrust Limited, Its Trustee

By: _____

Name: _____

Title: _____

Address:

Asiatrust Limited
Level 2 BCI House
P.O. Box 822
Rarotonga
Cook Islands

EXECUTION VERSION

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

DANIEL J. SHERMAN, Chapter 11 Trustee for
Ondova Limited Company

Address:
Daniel J. Sherman, Trustee
509 N. Montclair Avenue
Dallas, Texas 75208

and

Raymond J. Urbanik
Munsch Hardt Kopf & Harr, P.C.
500 North Akard Street
Suite 3800
Dallas, Texas 75201-6659

THE VILLAGE TRUST
By: Asiatrusted Limited, Its Trustee

ATP DIRECTORS LIMITED
BY ITS DULY AUTHORISED OFFICER

By: _____
Name: LESLIE KAITOA * LISA IRO
Title: _____

Address:
Asiatrusted Limited
Level 2 BCI House
P.O. Box 822
Rarotonga
Cook Islands

EXECUTION VERSION

EXHIBIT D

Form of Pokerstar Escrow Agreement

DOMAIN NAME ESCROW AGREEMENT

ESCROW NO. _____

BY AND AMONG

DANIEL J. SHERMAN, TRUSTEE,
ASIATRUST LIMITED AS TRUSTEE OF THE VILLAGE TRUST
AND GRACY TITLE COMPANY

TO: Gracy Title Company
100 Congress Avenue, Suite 100
Austin, Texas 78701
Attn: Elizabeth Young
Senior Commercial Escrow Officer
Telephone: (512) 322-8728
Fax: (512) 472-3101
Email: elizabeth@gracytitle.com

THIS DOMAIN NAME ESCROW AGREEMENT ("Agreement") is made and entered into effective as of _____, 2010 (the "Effective Date"), by and among DANIEL J. SHERMAN IN HIS CAPACITY AS CHAPTER 11 TRUSTEE OF ONDOVA LIMITED COMPANY D/B/A COMPANA, LLC, A TEXAS LIMITED LIABILITY COMPANY, DEBTOR IN BANKRUPTCY CASE NO. 09-34784-SGJ-11 PENDING IN THE UNITED STATES BANKRUPTCY COURT FOR THE NORTHERN DISTRICT OF TEXAS, DALLAS DIVISION (the "Chapter 11 Trustee"), ASIATRUST LIMITED AS TRUSTEE OF THE VILLAGE TRUST ("Maker") and GRACY TITLE COMPANY, a Texas corporation ("Escrow Agent"). The parties hereby agree as follows:

1. The Chapter 11 Trustee, Asiatrust and other parties named therein entered into that certain Mutual Settlement and Release Agreement dated July 2, 2010 (the "Settlement Agreement"), which provides for Maker to execute and deliver the Pokerstar Assignment (as defined in the Settlement Agreement) in escrow to secure Maker's payment of the Additional Payment (as defined in the Settlement Agreement).

2. Escrow Agent has agreed to serve in a depository capacity and as a stakeholder only, on and subject to the terms and provisions set forth in this Agreement.

3. In accordance with the Settlement Agreement, Maker will deposit in escrow, and the Escrow Agent agrees to receive and hold, the Pokerstar Assignment for the benefit of the Chapter 11 Trustee.

4. Upon receipt of (i) Maker's dated and signed notice in the form attached hereto as Schedule 1 (the "Default Notice") and (ii) a judgment ("Judgment") from either the U.S. Bankruptcy Court for the Northern District of Texas or the U.S. District Court for the Northern District of Texas, which judgment the Chapter 11 Trustee represents to be a final and non-appealable judgment, ordering the Escrow Agent to date and deliver the Pokerstar Assignment to the Chapter 11 Trustee, then (provided Maker has not objected to delivery of the Assignment by written notice delivered the Chapter 11 Trustee

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and Escrow Agent within ten (10) business days after the date of the Default Notice on the grounds that the subject judgment is not final and non-appealable), Escrow Agent agrees, promptly after expiration of the subject ten (10) business day period, to date the Assignment and deliver it to Chapter 11 Trustee. Provided that if Escrow Agent receives a dated and signed release request in the form attached hereto as Schedule 2 (the "Release Notice"), Escrow Agent shall promptly return the Assignment to Maker.

5. The parties hereto recognize, acknowledge, covenant and agree that the following terms and provisions shall control with respect to the rights, privileges, duties, liabilities and immunities of Escrow Agent hereunder:

(a) Escrow Agent is acting solely in the role of a depository hereunder.

(b) Escrow Agent shall not be responsible or liable in any manner whatsoever for the sufficiency, correctness, genuineness or validity of the subject matter of the escrow hereby established, or any portion thereof, or for the form or execution thereof, or for the identity or authority of any person executing or depositing the same.

(c) Escrow Agent is hereby authorized to rely upon, and shall be protected in acting upon, any written notice, statement, waiver, consent, certificate, affidavit, receipt, authorization, power of attorney or other instrument or document which Escrow Agent in good faith believes to be genuine and what it purports to be.

(d) In accepting any documents delivered to Escrow Agent hereunder, it is agreed and understood that Escrow Agent will not be called upon to construe any contract, instrument or document deposited herewith or submitted hereunder, but only to follow the specific instructions provided for pursuant to this Agreement.

(e) Except for this Agreement, Escrow Agent is not a party to, and shall not be bound by, any agreements by and among Chapter 11 Trustee and Maker.

(f) Escrow Agent shall not be liable for anything which it may do or refrain from doing in connection herewith, except due directly to its own negligence or willful misconduct.

(g) In the event of any disagreement between any of the parties to this Agreement, or between them or either or any of them and any other person or party, resulting in adverse and/or conflicting claims or demands being made in connection with the subject matter of this escrow, or in the event that Escrow Agent, in good faith, is in doubt as to what action it should take hereunder, Escrow Agent may, in its sole discretion, refuse to comply with any claims or demands made upon it, or refuse to take any other action hereunder, or interplead this agreement into the U.S. District Court for the Northern District of Texas, so long as such disagreement continues or such doubt exists, and in such event Escrow Agent shall not be or become liable in any way or to any person or party for its failure or refusal to act, and Escrow Agent shall be entitled to continue to so refrain from acting until (i) the rights of all interested parties shall have been fully and finally adjudicated by either the U.S. Bankruptcy Court for the Northern District of Texas or the U.S. District Court for the Northern District of Texas or (ii) all differences shall have been adjusted and all doubt resolved by agreement among all of the interested parties and Escrow Agent shall have been notified thereof in writing signed by all such parties.

6. For its ordinary services hereunder, Escrow Agent shall be entitled to a fee of \$100.00, payable by Maker concurrently with Escrow Agent's execution hereof.

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7. Any notice, report or demand required, permitted or desired to be given under this Agreement shall be in writing and shall be deemed to have been sufficiently given or served for all purposes on the day sent by nationally recognized overnight courier or when telefaxed by confirmed facsimile, addressed to (i) Escrow Agent at the address on the first page hereof, and (ii) the Chapter 11 Trustee and Asiatrust as follows:

If to Maker: Asiastrust Limited
Level 2 BCI House
P.O. Box 822
Rarotonga
Cook Islands
Phone: 011-682-2338
Fax: 011-682-2338

If to the Chapter 11 Trustee: Daniel J. Sherman, Trustee
509 N. Montclair Avenue
Dallas, Texas 75208

and

Raymond J. Urbanik
Munsch Hardt Kopf & Harr, P.C.
500 North Akard Street
Suite 3800
Dallas, Texas 75201-6659

8. Facsimile signatures appearing hereon shall be deemed an original and this document may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

9. This Agreement constitutes the entire agreement and understanding among Maker, the Chapter 11 Trustee and Escrow Agent with respect to the Assignment. No subsequent alteration, amendment, change, deletion or addition to this Agreement shall be binding or effective unless the same shall be in writing and signed by all parties to this Agreement.

10. This Agreement shall be governed by and construed under and in accordance with the laws of the State of Texas, without resort to conflicts of law principles.

11. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

12. Time is of the essence with respect to this Agreement.

EXECUTION VERSION

MAKER:

THE VILLAGE TRUST

By: Asiatrust Limited, Its Trustee

ATP DIRECTORS LIMITED
BY ITS DULY AUTHORISED OFFICER

By: _____

Name: LESLIE KATON & LISA PRO

Title: _____

CHAPTER 11 TRUSTEE:

DANIEL J. SHERMAN, Chapter 11 Trustee for
Ondova Limited Company

EXECUTION VERSION

MAKER:

THE VILLAGE TRUST

By: Asiatrust Limited, Its Trustee

By: _____

Name: _____

Title: _____

CHAPTER 11 TRUSTEE:



DANIEL J. SHERMAN, Chapter 11 Trustee for
Ondova Limited Company

EXECUTION VERSION

ESCROW RECEIPT

Escrow Agent hereby acknowledges receipt of this Agreement and of the original of the Pokerstar Assignment referenced therein and agrees to hold and dispose of the same in accordance with the terms and provisions of this Agreement.

Dated: 8/13, 2010

ESCROW AGENT:

Gracy Title Company

By _____

Elizabeth Young

Sr. Commercial Escrow Officer

*EXECUTION VERSION*SCHEDULE 1 TO EXHIBIT D - ESCROW AGREEMENT

Form of Default Notice

_____, 20__

BY CERTIFIED MAIL, RETURN
RECEIPT REQUESTED

Gracy Title Company
100 Congress Avenue, Suite 100
Austin, Texas 78701
Attn: Elizabeth Young
Senior Commercial Escrow Officer

RE: Escrow No. _____ (“Escrow”) by and between Daniel J. Sherman,
Trustee (the “Chapter 11 Trustee”), Asiatrust Limited as Trustee of the Village Trust
 (“Asiatrust”) and Gracy Title Company “Escrow Agent”

Dear Ms. Young:

Pursuant to the referenced Escrow, the Chapter 11 Trustee hereby (i) advises Escrow Agent that the _____ [name of court issuing order] has issued the attached judgment (“Judgment”) ordering Escrow Agent to date and deliver the Pokerstar Assignment to the Chapter 11 Trustee; (ii) represents to Escrow Agent that the Judgment is final and non-appealable; and (iii) instructs Escrow Agent to take the following action on the eleventh (11th) business day after the date Escrow Agent receives this notice:

1. Date the Pokerstar Assignment as of the date of Escrow Agent’s receipt of this notice;
2. Mail the Assignment to the Chapter 11 Trustee by certified mail, return receipt requested, to the following address:

Daniel J. Sherman, Trustee for Ondoya Limited
Company
509 N. Montclair Avenue
Dallas, Texas 75208

3. Mail a copy of this notice and of Escrow Agent’s transmittal pursuant to Section 2 above (inclusive of a copy of the dated Assignment) to Asiatrust by certified mail, return receipt requested, to the following addresses:

Asiatrust Limited
Level 2 BCI House
P.O. Box 822
Rarotonga
Cook Islands

EXECUTION VERSION

Sincerely,

DANIEL J. SHERMAN, Chapter 11 Trustee for
Ondova Limited Company

cc: Raymond J. Urbanik
Munsch Hardt Kopf & Harr, P.C.
500 North Akard Street
Suite 3800
Dallas, Texas 75201-6659
(via certified mail, return receipt requested)

EXECUTION VERSION

SCHEDULE 2 TO EXHIBIT D - ESCROW AGREEMENT

Form of Request Notice

_____, 20__

BY CERTIFIED MAIL, RETURN
RECEIPT REQUESTED

Gracy Title Company
100 Congress Avenue, Suite 100
Austin, Texas 78701
Attn: Elizabeth Young
Senior Commercial Escrow Officer

RE: Escrow No. _____ (“Escrow”) by and between Daniel J. Sherman,
Trustee (the “Chapter 11 Trustee”), Asiatrust Limited as Trustee of the Village Trust
 (“Asiatrust”) and Gracy Title Company “Escrow Agent”)

Dear Ms. Young:

Pursuant to the referenced Escrow, the Chapter 11 Trustee and Asiatrust hereby (i) advise Escrow Agent that Asiatrust has satisfied its obligations pursuant to that certain Security Agreement dated _____, 2010, from Asiatrust, as Maker, and the Chapter 11 Trustee, as Payee, and (ii) instruct Escrow Agent to promptly return the Pokerstar assignment to Asiatrust by certified mail, return receipt requested, to the following address:

Asiatrust Limited
Level 2 BCI House
P.O. Box 822
Rarotonga
Cook Islands

Sincerely,

DANIEL J. SHERMAN, Chapter 11 Trustee for
Ondova Limited Company

cc: Raymond J. Urbanik
Munsch Hardt Kopf & Harr, P.C.
500 North Akard Street
Suite 3800
Dallas, Texas 75201-6659
(via certified mail, return receipt requested)

EXECUTION VERSION

EXHIBIT E

Form of Pokerstar Assignment

ASSIGNMENT

STATE OF _____ §
COUNTY OF _____ §
KNOW ALL BY THESE PRESENTS

WHEREAS, THE VILLAGE TRUST, a Cook Islands trust ("Assignor"), is the owner and holder of the domain name pokerstar.com (the "Name"); and

WHEREAS, Assignor desires to sell, assign, and transfer the Name to DANIEL J. SHERMAN, CHAPTER 11 TRUSTEE FOR ONDOVA LIMITED COMPANY ("Assignee"); and

WHEREAS, Assignee desires to acquire the Name from Assignor;

NOW, THEREFORE, FOR VALUE RECEIVED:

1. Assignor hereby sells, assigns and transfers the name, and all right, title and interest of Assignor in and to the Name, subject to the Pokerstar.com License Agreement under the Settlement Agreement, unto Assignee, its successors and assigns, forever, and Assignor covenants and agrees, on Assignor's behalf, and on behalf of Assignor's successors and assigns, to warrant and forever defend the title to the Name, and all such right, title and interest, against the claims and demands of all persons.

2. Assignor hereby (i) represents to Assignor that it (a) owns the Name free and clear of any liens or encumbrances, except for the Pokerstar.com License Agreement under the Settlement Agreement, (b) has full power and authority to sell, assign and transfer the Name to Assignee pursuant to this Assignment, and (c) has taken all action required for the effectuation of the sale, assignment and transfer of the Name to Assignee pursuant to this Assignment.

3. The undertakings and covenants contained in this Assignment shall be binding upon, and inure to the benefit of, Assignee, its successors and assigns.

4. This Assignment shall be governed by and construed under the substantive laws of the State of Texas, without resort to conflict of laws principles.

EXECUTION VERSION

EXECUTED on the ___ day of _____, 2010.

ASSIGNOR:

THE VILLAGE TRUST

By: Asiitrust Limited, Its Trustee

ATP DIRECTORS LIMITED
BY ITS DULY AUTHORISED OFFICER

By: [Signature]

Name: LESLEY KATOFA & LISA IRO

Title: _____

STATE OF RAROTONGA §
COUNTY OF COOK ISLANDS §

This instrument was acknowledged before me on 9th July, 2010, by Lesley Katofa & Lisa Iro of Asiitrust Limited, Trustee of The Village Trust, a Cook Islands trust, on behalf of said trust.



[Signature]
Notary Public, State of RAROTONGA

EXECUTION VERSION

EXHIBIT F

Form of Blue Horizon Security Agreement

SECURITY AGREEMENT

THIS SECURITY AGREEMENT ("Agreement"), effective as of _____, 2010 (the "Effective Date"), is made by ASIATRUST LIMITED AS TRUSTEE OF THE VILLAGE TRUST, a trust organized and operating under the laws of the Cook Islands ("Maker"), and DANIEL J. SHERMAN IN HIS CAPACITY AS CHAPTER 11 TRUSTEE OF ONDOVA LIMITED COMPANY D/B/A COMPANA, LLC, A TEXAS LIMITED LIABILITY COMPANY, DEBTOR IN BANKRUPTCY CASE NO. 09-34784-SGJ-11 PENDING IN THE UNITED STATES BANKRUPTCY COURT FOR THE NORTHERN DISTRICT OF TEXAS, DALLAS DIVISION ("Payee").

RECITALS:

WHEREAS, pursuant to that certain Mutual Settlement and Release Agreement dated on or about the Effective Date among Maker, Payee and other parties named therein (the "Settlement Agreement"), Maker agreed to make the Additional Payment (as defined in the Settlement Agreement); and

WHEREAS, to secure the payment and performance of Maker's obligations to make the Additional Payment, Maker has agreed to grant Payee a first lien and security interest in and to all of Maker's right, title and interest in the Blue Horizon Portfolio (as defined below);

NOW, THEREFORE, in consideration of the Secured Obligations (as hereinafter defined) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Maker, and to induce Payee to accept the Additional Payment, the parties hereto agree as follows:

1. Definitions. Capitalized terms shall have the meanings set forth therein. In addition to any other terms defined elsewhere in this Agreement, the following terms shall have the following meanings:

"**Additional Payment Default**" shall mean Maker's failure to pay the Additional Payment in accordance with the Settlement Agreement, which failure remains uncured for more than thirty (30) days after written notice thereof by Payee to Maker.

"**Blue Horizon Portfolio**" shall mean any and all domain names that previously were registered through Ondova Limited Company, exclusive of the Even Group Portfolio (as defined in the Settlement Agreement), the Odd Group Portfolio (as defined in the Settlement Agreement) and any domain name not registered through or at Ondova Limited Company as of February 22, 2010, and exclusive of *pokerstar.com*, *servers.com* and the Excluded Disputed Domains.

"**Collateral**" shall mean all of Maker's right, title and interest in and to the Blue Horizon Portfolio, but Collateral shall not include, and the Payee waives any right to, any Proceeds and Contract Rights, insurance proceeds, unearned premiums, tax refunds, rents, profits and products thereof or any content or other information which may be located at or appear on a website using any domain name in the Blue Horizon Portfolio.

"**Contract Rights**" shall mean any right to payment related to the Collateral.

EXECUTION VERSION

“**Event of Default**” shall mean (i) any breach by Maker of any warranty, covenant, agreement or term by Maker under this Agreement, in each instance which remains uncured for more than thirty (30) days after written notice thereof by Payee to Maker, or (ii) an Additional Payment Default, or (iii) any non-Payee breach Section 6.C. of the Settlement Agreement.

“**GAAP**” shall mean generally accepted accounting principles.

“**Person**” means an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization and a governmental entity or any department, agency or political subdivision thereof.

“**Post-Default Deposits**” shall mean all Proceeds, Contract Rights, insurance proceeds, rents, profits and revenue of any type or character actually received by Maker generated from the Collateral (including but not limited to revenues generated from any lease or license of the Collateral) after the date of a Noticed Default (as defined in Section 11 hereof).

“**Proceeds**” shall mean all proceeds (as that term is defined in the UCC) and any and all amounts or items of property received when any Collateral or proceeds thereof are sold, exchanged, collected or otherwise disposed of, both cash and non-cash, including proceeds of insurance, indemnity, warranty or guarantee paid or payable on or in connection with any Collateral.

“**Secured Obligations**” shall mean the obligation of Maker to pay the Additional Payment and the obligations of Maker under this Agreement, as the same may be amended, modified or supplemented from time to time, together with any and all extensions, renewals, refinancings or refundings thereof in whole or in part.

“**UCC**” shall mean the Uniform Commercial Code as in effect in the State of Texas.

2. Grant of the Security Interest.

(a) Maker hereby grants to and creates in favor of Payee a continuing security interest and lien under the UCC and all other applicable laws in and to all of the Collateral. Maker’s grant of such security interest and lien as security for the full and timely payment, observance and performance of the Secured Obligations in accordance with the terms thereof.

(b) In furtherance of the intent of the parties hereto, and notwithstanding any other provision of this Agreement to the contrary, the security interests and liens granted hereunder shall be treated as first priority security interests and liens granted to Payee as the Payee under this Agreement (including, without limitation, in a bankruptcy proceeding).

3. Maker’s Covenants, Representations, Warranties and Continuing Obligations.

(a) Restrictions. So long as the Additional Payment remains outstanding and except as otherwise permitted under this Agreement, Maker shall not, without the prior written consent of Payee, sell, transfer, assign or otherwise dispose of the Collateral; provided, however, that Maker may, without Payee’s consent, sell, transfer, assign or otherwise dispose of the Collateral if the proceeds of such transaction are used to pay the Additional Payment in full.

(b) Maker Representations and Warranties. Maker hereby represents and warrants that as of the date of this Agreement:

EXECUTION VERSION

(i) Organization and Corporate Power. Maker is a trust validly existing and in good standing under the laws of the Cooks Islands.

(ii) Authorization; No Breach. The execution, delivery and performance of this Agreement have been duly authorized by all necessary corporate action on the part of Maker. The execution and delivery by Maker of this Agreement, and the fulfillment of and compliance with the respective terms hereof by Maker, do not and shall not (A) conflict with or result in a breach of any of the terms, conditions or provisions of, (B) constitute a default under, (C) result in the creation of any lien, security interest, charge or encumbrance upon Maker's capital stock or assets pursuant to, (D) give any third party the right to modify, terminate or accelerate any material obligation under, (E) result in a material violation of, or (F) require any authorization, consent, approval, exemption or other action by or notice or declaration to, or filing with, any court or administrative or governmental body or agency pursuant to, the charter or bylaws of Maker, or any law or statute or rule, regulation, order, writ, judgment, injunction or decree of any court or administrative governmental body or agency to which Maker is subject, or any material agreement to which Maker is a party.

(iii) Maker's Continuing Obligations. Notwithstanding any provision hereof to the contrary, during the term of this Agreement, (i) Maker shall remain liable under all contracts and agreements included in the Collateral and shall pay, perform and observe all of its liabilities and obligations thereunder; (ii) Payee shall have no obligation to pay, perform or observe any of Maker's liabilities or obligations under such contracts and agreements as a result of exercising its rights under this Agreement or otherwise; and (iii) Payee's exercise of its rights under this Agreement or otherwise shall not release Maker from any of its liabilities or obligations under such contracts and agreements.

4. Addresses and Locations. Maker represents and warrants that as of the date of this Agreement (i) the address of Maker set forth on the signature page hereof is the address of Maker's chief executive office and the address at which Maker keeps all books and records (in whatever form or medium, including all computer data, software and source codes) concerning the Collateral, and (ii) Cook Islands is the jurisdiction of Maker's incorporation.

5. Filing Requirements; Other Financing Statements. Maker represents and warrants that as of the date of this Agreement (i) none of its Collateral is covered by any certificate of title, and (ii) no financing statements describing any portion of the Collateral have been filed in any jurisdiction except for financing statements evidencing liens securing the Secured Obligations.

6. Rights in Collateral.

(a) Maker represents, warrants and covenants that it has and shall have at all times indefeasible title to all Collateral, free and clear of all liens, claims, charges and encumbrances (except for liens securing the Secured Obligations), and Maker shall defend such title against the claims and demands of all other Persons. Maker represents and warrants that this Agreement creates a valid security interest in the Collateral which, upon due filing of proper financing statements shall constitute a valid first priority perfected lien on and security interest in the Collateral, subject only to liens securing the Secured Obligations and liens which are accorded priority by statute.

(b) Except for expenditures of cash in the ordinary course of business or as otherwise permitted under Section 3(a) of this Agreement, Maker shall not sell, transfer, assign, convey or

EXECUTION VERSION

otherwise dispose of, or extend, amend, terminate or otherwise modify any material term or provision of, any Collateral, any interest therein, nor waive or release any right with respect thereto, without the prior written consent of Payee, which consent shall not be unreasonably withheld, delayed or denied.

(c) Maker assumes full responsibility for taking any and all steps to preserve its rights with respect to the Collateral against all prior parties. Payee shall be deemed to have exercised reasonable care in the preservation and custody of the portion of the Collateral as may be in Payee's possession if Payee takes such action as Maker shall reasonably request in writing; provided, such requested action shall not, in the judgment of Payee, impair Payee's prior security interest in such Collateral or its rights in or the value of such Collateral and, provided further, that such written request is received by Payee in sufficient time to permit Payee to take the requested action.

7. Records. Maker shall at all times maintain reasonably accurate and complete records with respect to each item and category of the Collateral.

8. Taxes and Charges. Maker shall pay and discharge all taxes, levies and other impositions levied on any Collateral, separate and apart from Maker's other assets and in accordance with generally accepted accounting principles, consistently applied, except only to the extent that such taxes, levies and other impositions shall not then be due or shall be contested in good faith by appropriate proceedings diligently conducted (provided, such reserves and other provisions as may be required by generally accepted accounting principles have been duly made and recorded on Maker's financial records). If Maker shall fail to do so, Payee may (but shall not be obligated to) pay such taxes, levies or impositions for the account of Maker (without waiving or releasing any obligation or default by Maker hereunder), and the amount thereof shall be added to the Secured Obligations and shall be payable upon demand with interest accruing thereon at the rate provided in the Settlement Agreement.

9. Inspection. Payee and its officers, employees and agents, at Payee's sole expense and in no event more than one (1) time during any twelve-month period, shall have the right at all reasonable times upon at least ten (10) business days prior written notice, to inspect the Collateral.

10. Preservation and Protection of Security Interest. Maker shall diligently preserve and protect Payee's security interest in the Collateral and shall, at its expense, cause such security interest in the Collateral to be perfected and continue perfected so long as the Secured Obligations or any portion thereof are outstanding and unpaid, and for such purposes, Maker shall from time to time at Payee's written request and at Payee's expense file or record, or cause to be filed or recorded, such instruments, documents and notices (including, without limitation, financing statements and continuation statements) as Payee may deem necessary or advisable from time to time to perfect and continue perfected such security interests. Maker shall do all such other reasonable acts and things and shall execute and deliver all such other instruments and documents (including, without limitation, further security agreements, pledge agreements, pledges, endorsements, assignments and notices) as Payee may deem reasonably necessary from time to time to perfect and preserve the priority of Payee's security interest in the Collateral, as a perfected security interest in the Collateral, prior to the rights of any other secured party or lien creditor.

11. Remedy on Event of Default. If any Event of Default shall occur and be continuing beyond the expiration of any applicable notice and cure period, then Payee shall have the right to auction the Collateral pursuant to Article 9 of the UCC; provided, auction shall occur only after notice and advertising of any sale at public auction has been published for at least sixty (60) days in advance of the sale date and notice must be provided to persons and entities as are required under Article 9 of the UCC

EXECUTION VERSION

for the conduct of a commercially reasonable sale at public auction. Additionally, any such sale at public auction must be conducted by one of the nationally recognized domain name auctioneers (or their successors) listed on Schedule 1 attached hereto, to the extent that such auctioneers are then in existence and in the business of conducting domain name auctions. If none of the auctioneers (or their respective successors) listed on Schedule 1 are then in existence or will agree to conduct the sale on sixty (60) days notice, then Payee must use such other auctioneer as would be required by Article 9 of the UCC for the conduct of a commercially reasonable sale at public auction. In the event that a sale of the Collateral and application of the Post-Default Deposits results in a surplus over and above the amount of the Deferred Payment debt plus any fees and costs pursuant to Section 15(f) below, then such surplus shall be promptly paid to Maker and, in the event that a sale of the Collateral results in a deficiency, then Payee shall have recourse for such deficiency against Maker. To the extent that Payee seeks payment of the Additional Payment debt from the Post-Default Deposits, Manila shall be liable to Maker for the amount of Post-Default Deposits applied to the Additional Payment debt.

12. Agreement to Deposit Funds. In the event of an uncured Additional Payment Default or a default under Section 3(a) above, and upon written notice to Maker by Payee pursuant to the terms hereof, and regardless of whether Maker contests whether such Additional Payment Default or other default under Section 3(a) above has occurred or whether Maker asserts defenses to such alleged default, Maker agrees and it shall deposit into the registry of the United States District Court for the Northern District of Texas, all Post Default Deposits. Maker agrees and stipulates that its obligation to make the Post Default Deposits, as described herein, shall be enforceable by injunctive relief without bond and without the need for Payee to demonstrate irreparable injury, such injury being stipulated and agreed to herein, and regardless of whether Maker asserts defenses to any of the defaults called by Payee hereunder. All payments by Maker of the Post-Default Deposits shall be made within five (5) business days from the date that they are received by Maker. The obligation to make Post Default Deposits and prohibition against diverting revenues or traffic set forth in Section 6.c. of the Settlement Agreement shall be enforceable by injunctive relief and based upon the stipulation and agreement of Maker that no bond shall be required for such injunctive relief, and no showing of irreparable injury shall be required, such irreparable injury being stipulated to by Maker herein.

13. Continuing Validity of Obligations.

(a) Maker's obligations hereunder shall continue in full force and effect as long as the Secured Obligations or any part thereof remain outstanding and unpaid and shall remain in full force and effect without regard to and shall not be released, discharged or in any way affected by (i) any renewal, refinancing or refunding of the Secured Obligations in whole or in part, (ii) any extension of the time of payment of any of the Secured Obligations or any part thereof, (iii) any compromise or settlement with respect to the Secured Obligations or any part thereof, or any forbearance or indulgence extended to Maker, (iv) any amendment to or modification of the terms of the Secured Obligations or any part thereof, or the Settlement Agreement, (v) any substitution, exchange or release of, or failure to preserve, perfect or protect, or other dealing in respect of, the Collateral or any other property or any security for the payment of the Secured Obligations or any part thereof, (vi) any bankruptcy, insolvency, arrangement, composition, assignment for the benefit of creditors or similar proceeding commenced by or against Maker, or (vii) any other matter or thing whatsoever whereby the agreements and obligations of Maker hereunder would or might otherwise be released or discharged other than payment in full of the Secured Obligations. Maker hereby waives notice of the acceptance of this Agreement by Payee.

(b) To the extent that Maker makes a payment or payments to Payee, which payment or any part thereof are subsequently invalidated, declared to be fraudulent or preferential, set aside or required to be repaid to Maker or a trustee, receiver or any other party under any

EXECUTION VERSION

bankruptcy law, state or federal law, common law or equitable cause of action, then, to the extent of such payment, the Secured Obligations or portion thereof intended to be satisfied and this Agreement shall be revived and continue in full force and effect, as if such payment had not been received by such party.

14. Defeasance. Upon payment in full of the Secured Obligations, this Agreement shall terminate automatically and be of no further force and effect (except for the provisions of this Section 14 which shall survive), and in such event Payee shall, at Payee's expense and without recourse, representation or warranty, redeliver and reassign to Maker the Collateral and take all action necessary to terminate Payee's security interest in the Collateral. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

15. Amendments, Waivers, Notices, Governing Law, etc.

(a) The provisions of this Agreement may be amended, modified and waived, but only in writing by Maker and Payee.

(b) Except as expressly provided otherwise in this Agreement, all notices and other communications hereunder shall be made as set forth in the Settlement Agreement.

(c) This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and either of the parties hereto may execute this Agreement by signing any such counterpart.

(d) THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE DOMESTIC LAWS OF THE STATE OF TEXAS, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICT OF LAW PROVISION OR RULE (WHETHER OF THE STATE OF TEXAS OR ANY OTHER JURISDICTION) THAT WOULD CAUSE THE APPLICATION OF THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF TEXAS.

(e) This Agreement is entered into in connection with and subject to the Settlement Agreement. Notwithstanding any provision hereof to the contrary, in the event of any claimed Event of Default hereunder, Maker reserves, and shall have, all rights, offsets, claims and defenses to such claimed Event of Default which Maker is entitled to assert for any claimed breach of the Settlement Agreement, to the same extent as if such provisions of the Settlement Agreement had been expressly set forth herein.

(f) If any action is brought to enforce or interpret the terms of this Agreement (including through arbitration), the prevailing party shall be entitled to reasonable legal fees, costs and necessary disbursements in addition to any other relief to which such party may be entitled.

(g) The United States District Court for the Northern District of Texas, The Honorable Royal Furgeson, shall have jurisdiction over any and all other disputes and/or matters related to this Agreement, whether related to its consummation, implementation, enforcement or otherwise.

(h) In the event of a monetary default hereunder, if a party fails to timely pay monies due another party more than two (2) times in any twelve (12) month period, for each subsequent default during the subject twelve (12) month period, the defaulting party shall pay the non-

EXECUTION VERSION

defaulting party(ies) two hundred fifty dollars (\$250), in the aggregate, as a penalty and not as interest.

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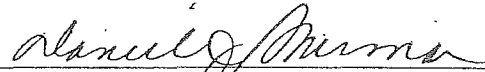
EXECUTION VERSION

(g) The United States District Court for the Northern District of Texas, The Honorable Royal Furgeson, shall have jurisdiction over any and all other disputes and/or matters related to this Agreement, whether related to its consummation, implementation, enforcement or otherwise.

(h) In the event of a monetary default hereunder, if a party fails to timely pay monies due another party more than two (2) times in any twelve (12) month period, for each subsequent default during the subject twelve (12) month period, the defaulting party shall pay the non-defaulting party(ies) two hundred fifty dollars (\$250), in the aggregate, as a penalty and not as interest.

(i) Maker may prepay the Monthly Payments at any time, without penalty.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.



DANIEL J. SHERMAN, Chapter 11 Trustee for
Ondova Limited Company

Address:

Daniel J. Sherman, Trustee
509 N. Montclair Avenue
Dallas, Texas 75208

and

Raymond J. Urbanik
Munsch Hardt Kopf & Harr, P.C.
500 North Akard Street
Suite 3800
Dallas, Texas 75201-6659

THE VILLAGE TRUST

By: Asiatrust Limited, Its Trustee

By: _____

Name: _____

Title: _____

Address:

Asiatrust Limited
Level 2 BCI House
P.O. Box 822
Rarotonga
Cook Islands

EXECUTION VERSION

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

DANIEL J. SHERMAN, Chapter 11 Trustee for
Ondova Limited Company

Address:

Daniel J. Sherman, Trustee
509 N. Montclair Avenue
Dallas, Texas 75208

and

Raymond J. Urbanik
Munsch Hardt Kopf & Harr, P.C.
500 North Akard Street
Suite 3800
Dallas, Texas 75201-6659

THE VILLAGE TRUST

By: Asiatrust Limited, Its Trustee

ATP DIRECTORS LIMITED
BY ITS DULY AUTHORISED OFFICER

By: _____
Name: LESLIE KATOA / LISA IRO
Title: _____

Address:

Asiatrust Limited
Level 2 BCI House
P.O. Box 822
Rarotonga
Cook Islands

EXHIBIT G

Form Of Agreed Order

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

IN RE:	§	
	§	CASE NO. 09-34784-SGJ-11
ONDOVA LIMITED COMPANY,	§	
	§	CHAPTER 11
DEBTOR.	§	
	§	

AGREED ORDER DIRECTING PAYMENT OF MONETIZATION FUNDS TO TRUSTEE

At Dallas, Texas, in said District, pursuant to the Order entered on July 28, 2010, approving the Trustee's Motion for Approval of Settlement Agreement Pursuant to Rule 9019, Federal Rules of Bankruptcy Procedure ("Settlement Motion") filed on July 2, 2010 by Daniel J. Sherman, Chapter 11 Trustee of Ondova Limited Company ("Trustee"), in the event of default of payment of the provisions of the Mutual Settlement and Release Agreement ("Settlement Agreement") the Trustee is entitled to receive revenues generated from the monetization of attached domain names (the "Domain Names") directly from any domain name monetizer used by the Village Trust, Javelina, LLC, Novo Point, LLC and/or Diamond Key, LLC.

The Trustee has not received payments pursuant to the Settlement Agreement and accordingly, _____ is directed to pay all revenues generated from the monetization if the Domain Name from Novo Point, LLC, Javelina, LLC and Diamond Key, LLC directly to Daniel J. Sherman in the amount of \$ _____.

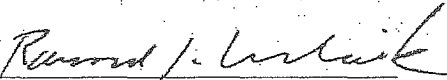
It is so ORDERED.

END OF ORDER

AGREED TO:

MUNSCH HARDT KOPF & HARR, P.C.

HOHMANN, TAUBE & SANDERS, LLP

By: 
Raymond J. Urbanik
3800 Lincoln Plaza
500 N. Akard Street
Dallas, Texas 75201-6659
Telephone: (214) 855-7500
Facsimile: (214) 855-7584

By: _____
Eric Taube
100 Congress Avenue, 18th Floor
Austin, Texas 75701
Telephone: (512) 472-5997
Facsimile: (512) 472-5248

ATTORNEYS FOR DANIEL J. SHERMAN,
CHAPTER 11 TRUSTEE

ATTORNEYS FOR THE VILLAGE TRUST,
JAVELINA, LLC, NOVO POINT, LLC AND
DIAMOND KEY, LLC

GARY G. LYON

By: _____
Gary G. Lyon
Post Office Box 1227
Anna, Texas 75409
Telephone: (972) 977-7221
Facsimile: (214) 831-0411

ATTORNEY FOR JEFF BARON

AGREED TO:

MUNSCH HARDT KOPF & HARR, P.C.

HOHMANN, TAUBE & SANDERS, LLP

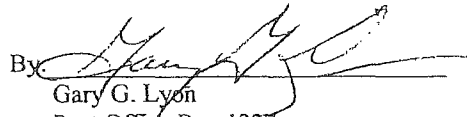
By: _____
Raymond J. Urbanik
3800 Lincoln Plaza
500 N. Akard Street
Dallas, Texas 75201-6659
Telephone: (214) 855-7500
Facsimile: (214) 855-7584

By: _____
Eric Taube
100 Congress Avenue, 18th Floor
Austin, Texas 75701
Telephone: (512) 472-5997
Facsimile: (512) 472-5248

ATTORNEYS FOR DANIEL J. SHERMAN,
CHAPTER 11 TRUSTEE

ATTORNEYS FOR THE VILLAGE TRUST,
JAVELINA, LLC, NOVO POINT, LLC AND
DIAMOND KEY, LLC

GARY G. LYON

By: 
Gary G. Lyon
Post Office Box 1227
Anna, Texas 75409
Telephone: (972) 977-7221
Facsimile: (214) 831-0411

ATTORNEY FOR JEFF BARON

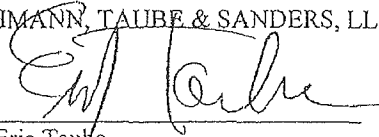
AGREED TO:

MUNSCH HARDT KOPF & HARR, P.C.

HOHMANN, TALIBE & SANDERS, LLP

By: _____

Raymond J. Urbanik
3800 Lincoln Plaza
500 N. Akard Street
Dallas, Texas 75201-6659
Telephone: (214) 855-7500
Facsimile: (214) 855-7584

By:  _____

Eric Taube
100 Congress Avenue, 18th Floor
Austin, Texas 75701
Telephone: (512) 472-5997
Facsimile: (512) 472-5248

ATTORNEYS FOR DANIEL J. SHERMAN,
CHAPTER 11 TRUSTEE

ATTORNEYS FOR THE VILLAGE TRUST,
JAVELINA, LLC, NOVO POINT, LLC AND
DIAMOND KEY, LLC

GARY G. LYON

By: _____

Gary G. Lyon
Post Office Box 1227
Anna, Texas 75409
Telephone: (972) 977-7221
Facsimile: (214) 831-0411

ATTORNEY FOR JEFF BARON

EXECUTION VERSION

EXHIBIT H

Form of Agreed Order of Dismissal/Joint Stipulation in the Texas Case

CAUSE NO. 06-11717-C

ONDOVA LIMITED COMPANY, ET AL, PLAINTIFFS,	§ §	IN THE DISTRICT COURT
VS.	§ § § § §	68th JUDICIAL DISTRICT
MANILA INDUSTRIES, INC., ET AL, DEFENDANTS.	§ § § § §	DALLAS COUNTY, TEXAS

STIPULATED DISMISSAL WITH PREJUDICE

Plaintiffs, Ondova Limited Company d/b/a Compana, LLC and Jeffrey Baron (collectively "Plaintiffs"), filed the Complaint in Cause No. 06-11717-C against Defendants, Munish Krishan, Manila Industries, Inc., Netsphere, Inc., HCB, LLC, Realty Investment Management, LLC, Simple Solutions, LLC, Denis Kleinfeld, Four Points Management, LLLP and Marshden, LLC (collectively "Defendants"). CK Ventures, Inc. d/b/a Hitfarm.com ("Hitfarm") has intervened in this matter and Quantec LLC ("Quantec"), Novo Point LLC ("Novo Point"), and Iguana Consulting LLC ("Iguana") have sought to intervene (Hitfarm, Quantec, Novo Point, and Iguana are herein collectively referred to as the "Intervenors"). Plaintiffs have now agreed upon a resolution of this matter with Defendants and Intervenors prior to a trial on the merits. Plaintiffs, Defendants and Intervenors hereby agree and it is hereby ORDERED, ADJUDGED and DECREED as follows:

1. This Court has jurisdiction over the parties and subject matter of this action.
2. Any and all claims and counter-claims that have been or could have been asserted by Plaintiffs, Defendants and Intervenors are dismissed with prejudice to the right of Plaintiffs, Defendants and Intervenors to file or refile same or any part thereof against any and/or all of the parties herein.
3. Each party shall bear its own costs and attorneys' fees.

EXECUTION VERSION

4. This Court shall retain jurisdiction for purposes of enforcing this order.

SO AGREED AND STIPULATED:

<p><i>Jeffrey Baron</i> Jeffrey Baron Date: <u>8/13</u>, 2010</p>	<p>Ondova Limited Company By: Deputy Trust, Managing Member Signed: <i>Daniel J. Sherman</i> Name: DANIEL J. SHERMAN Title: <u>Ch 11 Trustee in Bankruptcy</u> Date: <u>8/30</u>, 2010</p>
<p>Ondova Chapter 11 Trustee By: Daniel J. Sherman Signed: <i>Daniel J. Sherman</i> Name: DANIEL J. SHERMAN Title: <u>Ch 11 Trustee</u> Date: <u>8/13</u>, 2010</p>	<p>Quantec LLC Signed: _____ Name: _____ Title: _____ Date: _____, 2010</p>
<p>Novo Point LLC Signed: _____ Name: _____ Title: _____ Date: _____, 2010</p>	<p>Ignana Consulting LLC Signed: _____ Name: _____ Title: _____ Date: _____, 2010</p>
<p>Netsphere, Inc. Signed: _____ Name: _____ Title: _____ Date: _____, 2010</p>	<p>Maulix Industries, Inc. Signed: _____ Name: _____ Title: _____ Date: _____, 2010</p>

EXECUTION VERSION

4. This Court shall retain jurisdiction for purposes of enforcing this order.

SO AGREED AND STIPULATED:

<p>_____ Jeffrey Baron Date: _____, 2010</p>	<p>Ondova Limited Company By: Daystar Trust, Managing Member Signed: _____ Name: _____ Title: _____ Date: _____, 2010</p>
<p>Ondova Chapter 11 Trustee By: Daniel J. Sherman Signed: <i>Daniel J. Sherman</i> Name: <u>DANIEL J. SHERMAN</u> Title: <u>Ch 11 trustee</u> Date: <u>8/13</u>, 2010</p>	<p>Quantec LLC Signed: _____ Name: _____ Title: _____ Date: _____, 2010</p>
<p>Novo Point LLC Signed: _____ Name: _____ Title: _____ Date: _____, 2010</p>	<p>Iguana Consulting LLC Signed: _____ Name: _____ Title: _____ Date: _____, 2010</p>
<p>Netsphere, Inc. Signed: _____ Name: _____ Title: _____ Date: _____, 2010</p>	<p>Manila Industries, Inc. Signed: _____ Name: _____ Title: _____ Date: _____, 2010</p>

EXECUTION VERSION

4. This Court shall retain jurisdiction for purposes of enforcing this order.

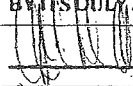
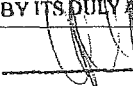
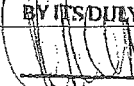
SO AGREED AND STIPULATED:

<p>_____ <u>Jeffrey Baron</u> Date: _____, 2010</p>	<p>Ondova Limited Company By: Daystar Trust, Managing Member Signed: _____ Name: _____ Title: _____ Date: _____, 2010</p>
<p>Ondova Chapter 11 Trustee By: Daniel J. Sherman Signed: <u><i>Daniel J. Sherman</i></u> Name: <u>DANIEL J. SHERMAN</u> Title: <u>Ch 11 Trustee</u> Date: <u>8/13</u>, 2010</p>	<p>Quantec LLC Signed: _____ Name: _____ Title: _____ Date: _____, 2010</p>
<p>Novo Point LLC Signed: _____ Name: _____ Title: _____ Date: _____, 2010</p>	<p>Iguana Consulting LLC Signed: _____ Name: _____ Title: _____ Date: _____, 2010</p>
<p>Netsphere, Inc. Signed: <u><i>John MacPete</i></u> Name: <u>John MacPete</u> Title: <u>Attorney for Netsphere</u> Date: <u>26 August</u>, 2010</p>	<p>Mamila Industries, Inc. Signed: <u><i>John MacPete</i></u> Name: <u>John MacPete</u> Title: <u>Attorney for Mamila</u> Date: <u>26 August</u>, 2010</p>

EXECUTION VERSION

4. This Court shall retain jurisdiction for purposes of enforcing this order.

SO AGREED AND STIPULATED:

<p>_____ <u>Jeffrey Baron</u> Date: _____, 2010</p>	<p>Ondova Limited Company By: Daystar Trust, Managing Member Signed: _____ Name: _____ Title: _____ Date: _____, 2010</p>
<p>Ondova Chapter 11 Trustee By: Daniel J. Sherman Signed: _____ Name: _____ Title: _____ Date: _____, 2010</p>	<p>Quantec LLC ATP NOMINEES LIMITED BY ITS DULY AUTHORISED OFFICER Signed:  Name: <u>ANGELA POPE ; JOCELYN KATEWA</u> Title: _____ Date: <u>9th July</u>, 2010</p>
<p>Novo Point LLC ATP NOMINEES LIMITED BY ITS DULY AUTHORISED OFFICER Signed:  Name: <u>ANGELA POPE + JOCELYN KATEWA</u> Title: _____ Date: <u>9th July</u>, 2010</p>	<p>Iguana Consulting LLC ATP NOMINEES LIMITED BY ITS DULY AUTHORISED OFFICER Signed:  Name: <u>ANGELA POPE + JOCELYN KATEWA</u> Title: _____ Date: <u>9th July</u>, 2010</p>
<p>Netsphere, Inc. Signed: _____ Name: _____ Title: _____ Date: _____, 2010</p>	<p>Manila Industries, Inc. Signed: _____ Name: _____ Title: _____ Date: _____, 2010</p>

EXECUTION VERSION

4. This Court shall retain jurisdiction for purposes of enforcing this order.

SO AGREED AND STIPULATED:

<p>_____ <u>Jeffrey Baron</u> Date: _____, 2010</p>	<p>Ondova Limited Company By: Daystar Trust, Managing Member Signed: _____ Name: _____ Title: _____ Date: _____, 2010</p>
<p>Ondova Chapter 11 Trustee By: Daniel J. Sherman Signed: <u><i>Daniel J. Sherman</i></u> Name: <u>DANIEL J. SHERMAN</u> Title: <u>Ch 11 trustee</u> Date: <u>8/13</u>, 2010</p>	<p>Quantec LLC Signed: _____ Name: _____ Title: _____ Date: _____, 2010</p>
<p>Novo Point LLC Signed: _____ Name: _____ Title: _____ Date: _____, 2010</p>	<p>Iguana Consulting LLC Signed: _____ Name: _____ Title: _____ Date: _____, 2010</p>
<p>Netsphere, Inc. Signed: <u><i>Munish Krishan</i></u> Name: <u>Munish Krishan</u> Title: <u>President</u> Date: <u>8/26</u>, 2010</p>	<p>Manila Industries, Inc. Signed: <u><i>Munish Krishan</i></u> Name: <u>Munish Krishan</u> Title: <u>President</u> Date: <u>8/26</u>, 2010</p>

EXECUTION VERSION

4. This Court shall retain jurisdiction for purposes of enforcing this order.

SO AGREED AND STIPULATED:

<p>_____ <u>Jeffrey Baron</u> Date: _____, 2010</p>	<p>Ondova Limited Company By: Daystar Trust, Managing Member Signed: _____ Name: _____ Title: _____ Date: _____, 2010</p>
<p>Ondova Chapter 11 Trustee By: Daniel J. Sherman Signed: <u><i>Daniel J. Sherman</i></u> Name: <u>DANIEL J. SHERMAN</u> Title: <u>Ch 11 trustee</u> Date: <u>8/13</u>, 2010</p>	<p>Quantec LLC Signed: _____ Name: _____ Title: _____ Date: _____, 2010</p>
<p>Novo Point LLC Signed: _____ Name: _____ Title: _____ Date: _____, 2010</p>	<p>Iguana Consulting LLC Signed: _____ Name: _____ Title: _____ Date: _____, 2010</p>
<p>Netsphere, Inc. Signed: <u><i>John MacPete</i></u> Name: <u>John MacPete</u> Title: <u>Attorney for Netsphere</u> Date: <u>26 August</u>, 2010</p>	<p>Manila Industries, Inc. Signed: <u><i>John MacPete</i></u> Name: <u>John MacPete</u> Title: <u>Attorney for Manila</u> Date: <u>26 August</u>, 2010</p>

H-2

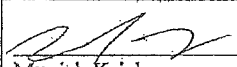
EXECUTION VERSION

4. This Court shall retain jurisdiction for purposes of enforcing this order.

SO AGREED AND STIPULATED:

<p>_____ <u>Jeffrey Baron</u> Date: _____, 2010</p>	<p>Ondova Limited Company By: Daystar Trust, Managing Member Signed: _____ Name: _____ Title: _____ Date: _____, 2010</p>
<p>Ondova Chapter 11 Trustee By: Daniel J. Sherman Signed: <u><i>Daniel J. Sherman</i></u> Name: <u>DANIEL J. SHERMAN</u> Title: <u>Ch 11 trustee</u> Date: <u>8/13</u>, 2010</p>	<p>Quantec LLC Signed: _____ Name: _____ Title: _____ Date: _____, 2010</p>
<p>Novo Point LLC Signed: _____ Name: _____ Title: _____ Date: _____, 2010</p>	<p>Iguana Consulting LLC Signed: _____ Name: _____ Title: _____ Date: _____, 2010</p>
<p>Netsphere, Inc. Signed: <u><i>Munish Krishan</i></u> Name: <u>Munish Krishan</u> Title: <u>President</u> Date: <u>8/26</u>, 2010</p>	<p>Manila Industries, Inc. Signed: <u><i>Munish Krishan</i></u> Name: <u>Munish Krishan</u> Title: <u>President</u> Date: <u>8/26</u>, 2010</p>

EXECUTION VERSION

 <u>Munish Krishan</u> Date: <u>8/26</u> , 2010	CK Ventures, Inc. d/b/a Hitfarm.com Signed: _____ Name: _____ Title: _____ Date: _____, 2010
HCB, LLC Signed: _____ Name: _____ Title: _____ Date: _____, 2010	Realty Investment Management, LLC Signed: _____ Name: _____ Title: _____ Date: _____, 2010
Simple Solutions, LLC Signed: _____ Name: _____ Title: _____ Date: _____, 2010	Four Points Management, LLLP Signed: _____ Name: _____ Title: _____ Date: _____, 2010
Marshden, LLC Signed: _____ Name: _____ Title: _____ Date: _____, 2010	_____ <u>Denis Kleinfeld</u> Date: _____, 2010

EXECUTION VERSION

<p><u>Munish Krishan</u></p> <p>Date: _____, 2010</p>	<p>CK Ventures, Inc. d/b/a Hitfarm.com</p> <p>Signed: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____, 2010</p>
<p>HCB, LLC <i>Four Points by Marshden</i></p> <p>Signed: <i>By Denis Kleinfeld</i></p> <p>Name: <u>Denis Kleinfeld</u></p> <p>Title: <u>Manager Marshden</u></p> <p>Date: <u>28 Aug</u>, 2010</p>	<p><i>Four Points Management, LLC</i></p> <p>Signed: <i>By Denis Kleinfeld</i></p> <p>Name: <u>Denis Kleinfeld</u></p> <p>Title: <u>MANAGER MARSHDEN</u></p> <p>Date: <u>28 Aug</u>, 2010</p>
<p>Simple Solutions LLC <i>Four Points by Marshden</i></p> <p>Signed: <i>By Denis Kleinfeld</i></p> <p>Name: <u>Denis Kleinfeld</u></p> <p>Title: <u>Manager Marshden</u></p> <p>Date: <u>28 Aug</u>, 2010</p>	<p>Four Points Management, LLLP <i>By Manager</i></p> <p>Signed: <i>By Denis Kleinfeld</i></p> <p>Name: <u>Denis Kleinfeld</u></p> <p>Title: <u>Manager Marshden</u></p> <p>Date: <u>28 Aug</u>, 2010</p>
<p>Marshden, LLC</p> <p>Signed: <i>By Denis Kleinfeld</i></p> <p>Name: <u>Denis Kleinfeld</u></p> <p>Title: <u>Manager</u></p> <p>Date: <u>28 Aug</u>, 2010</p>	<p><i>By Denis Kleinfeld</i></p> <p>Signed: <i>By Denis Kleinfeld</i></p> <p>Name: <u>Denis Kleinfeld</u></p> <p>Date: <u>28 Aug</u>, 2010</p>

EXECUTION VERSION

<p>_____</p> <p>Munish Krishan</p> <p>Date: _____, 2010</p>	<p>CK Ventures, Inc. d/b/a Hitfarm.com</p> <p>Signed: <u>[Signature]</u></p> <p>Name: <u>CHRIS SKINNER</u></p> <p>Title: <u>DIRECTOR</u></p> <p>Date: <u>31 August</u>, 2010</p>
<p>HCB, LLC <u>Four Points by Marshden</u></p> <p>Signed: <u>[Signature]</u></p> <p>Name: <u>Denis Kleinfeld</u></p> <p>Title: <u>Manager Marshden</u></p> <p>Date: <u>28 Aug</u>, 2010</p>	<p>Realty Investment Management, LLC</p> <p>Signed: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____, 2010</p>
<p>Simple Solutions LLC <u>Four Points by Marshden</u></p> <p>Signed: <u>[Signature]</u></p> <p>Name: <u>Denis Kleinfeld</u></p> <p>Title: <u>Manager Marshden</u></p> <p>Date: <u>28 Aug</u>, 2010</p>	<p>Four Points Management, LLLP <u>By Marshden</u></p> <p>Signed: <u>[Signature]</u></p> <p>Name: <u>Denis Kleinfeld</u></p> <p>Title: <u>Manager Marshden</u></p> <p>Date: <u>28 Aug</u>, 2010</p>
<p>Marshden, LLC</p> <p>Signed: <u>[Signature]</u></p> <p>Name: <u>Denis Kleinfeld</u></p> <p>Title: <u>Manager</u></p> <p>Date: <u>28 Aug</u>, 2010</p>	<p><u>[Signature]</u></p> <p>Denis Kleinfeld</p> <p>Date: <u>28 Aug</u>, 2010</p>

EXECUTION VERSION

SO ORDERED:

Signed _____, 2010.

HONORABLE DISTRICT COURT JUDGE
MARTIN HOFFMAN

EXECUTION VERSION

EXHIBIT I

Form of Agreed Order of Dismissal/Joint Stipulation in the VI Case

**IN THE DISTRICT COURT OF THE VIRGIN ISLANDS
DIVISION OF ST. THOMAS AND ST. JOHN**

SIMPLE SOLUTIONS, LLC,)	
)	
Plaintiff,)	No. 3:07-CV-123
)	
v.)	ACTION FOR BREACH OF CONTRACT,
)	BREACH OF FIDUCIARY DUTY, AND
ONDOVA LIMITED CO., LLC, d/b/a))	FRAUD
COMPANA, LLC,)	
)	
Defendant.)	
_____))	

STIPULATED DISMISSAL WITH PREJUDICE

Plaintiff, Simple Solutions, LLC, filed the Complaint in Civil No. 3:07-CV-123 against Defendant, Ondova Limited Company d/b/a Compana, LLC. Plaintiff has now agreed upon a resolution of this matter with Defendant prior to a trial on the merits. Plaintiff and Defendant hereby agree and it is hereby ORDERED, ADJUDGED and DECREED as follows:

1. This Court has jurisdiction over the parties and subject matter of this action.
2. Any and all claims and counter-claims that have been or could have been asserted by Plaintiff and Defendant are dismissed with prejudice to the right of Plaintiff and Defendant to file or refile same or any part thereof against any and/or all of the parties herein.
4. Each party shall bear its own costs and attorneys' fees.
5. This Court shall retain jurisdiction for purposes of enforcing this order.

EXECUTION VERSION

SO AGREED AND STIPULATED:

<p>Simple Solutions, LLC Merchants Signed: <u>[Signature]</u> Name: <u>LEWIS</u> Title: <u>Manager Merchants</u> Date: <u>8/13</u>, 2010</p>	<p>Ondova Limited Company By: Daystar Trust, Managing Member Signed: <u>[Signature]</u> Name: <u>DANIEL J. SHERMAN</u> Title: <u>Ch 11 Bankruptcy trustee</u> Date: <u>8/13</u>, 2010</p>
<p>Ondova Chapter 11 Trustee By: Daniel J. Sherman Signed: <u>[Signature]</u> Name: <u>DANIEL J. SHERMAN</u> Title: <u>Ch Trustee</u> Date: <u>8/13</u>, 2010</p>	

SO ORDERED:

Signed _____, 2010.

THE HONORABLE GEOFFREY W. BARNARD
U.S. MAGISTRATE JUDGE

EXECUTION VERSION

EXHIBIT J

Form of Joint Motion to Stay Proceedings in the Phoncards.com Case

CAUSE NO. DC08-13925-C

EQUITY TRUST COMPANY, f/k/a	§	
Mid Ohio Securities, Custodian FBO	§	IN THE DISTRICT COURT OF
IRA 19471, and JEFFREY BARON,	§	
As Beneficiary of Equity Trust Company	§	
FBO IRA 19471,	§	
	§	
<i>Plaintiffs,</i>	§	
	§	
vs.	§	DALLAS COUNTY, TEXAS
	§	
ROHIT KRISHAN, Individually and d/b/a	§	
CallingCards.com, MUNISH KRISHAN	§	
Individually and d/b/a CallingCards.com,	§	
MANOJ KRISHIAN, Individually and d/b/a	§	
CallingCards.com, and	§	
CALLINGCARDS.COM, LLC	§	
	§	
<i>Defendants.</i>	§	68TH JUDICIAL DISTRICT
	§	

JOINT NONSUIT FOR DISMISSAL WITH PREJUDICE

TO THE HONORABLE JUDGE MARTIN HOFFMAN:

Plaintiffs Equity Trust Company, f/k/a Mid Ohio Securities, Custodian FBO IRA 19471, and Jeffrey Baron, as Beneficiary of Equity Trust Company FBO 19471 and Defendants Rohit Krishan, individually and d/b/a Callingcards.com, Mumish Krishan, Manoj Krishan and Callingcards.com, LLC, pursuant to TEX. R. CIV. P. 162, hereby notify the Court of Plaintiffs' Dismissal and Nonsuit with Prejudice of any and all claims brought or that could have been brought against Defendants in the above styled case in the 68th Judicial District of Dallas County, Texas. Defendants also, pursuant to Rule 162, hereby notify this Court of Defendants' Dismissal and Nonsuit with Prejudice of any and all claims brought or that could have been brought against the Plaintiffs in this matter.

This Joint Nonsuit for Dismissal with Prejudice becomes effective immediately upon filing of this notice, and requires no intervention by this Court.

EXECUTION VERSION

Respectfully submitted,

By: 

Mark L. Taylor
State Bar No. 00792244
Amy A. Johnson
State Bar No. 24060024
CASH POWERS TAYLOR L.L.P.
8150 North Central Expressway, Suite 1575
Dallas, Texas 75206
Telephone: (214) 239-8900
Facsimile: (214) 239-8901

ATTORNEYS FOR PLAINTIFFS**BOYARMILLER**

By: _____

Lee A. Collins
State Bar No. 00790484
Craig Dillard
State Bar No. 24040808
4265 San Felipe Road, Suite 1200
Houston, Texas 77027
Telephone: (713) 850-7766
Facsimile: (713) 552-1758

And

LOCKE LORD BISSELL & LIDELL LLP

By: _____

John W. MacPete
State Bar No. 00791156
2200 Ross Avenue, Suite 2200
Dallas, Texas 75201
Telephone: (214) 740-8662
Facsimile: (214) 756-8662

**COUNSEL FOR DEFENDANTS MANOJ
KRISHAN, MUNISH KRISHAN, ROHIT
KRISHAN, INDIVIDUALLY AND DBA
CALLINGCARDS.COM, AND
CALLINGCARDS.COM, LLC**

EXECUTION VERSION

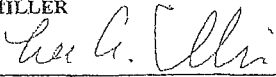
Respectfully submitted,

By: _____

Mark L. Taylor
State Bar No. 00792244
Amy A. Johnson
State Bar No. 24060024
CASH POWERS TAYLOR L.L.P.
8150 North Central Expressway, Suite 1575
Dallas, Texas 75206
Telephone: (214) 239-8900
Facsimile: (214) 239-8901

ATTORNEYS FOR PLAINTIFFS**BOYARMILLER**

By: _____


Lee A. Collins
State Bar No. 00790484
Craig Dillard
State Bar No. 24040808
4265 San Felipe Road, Suite 1200
Houston, Texas 77027
Telephone: (713) 850-7766
Facsimile: (713) 552-1758

And

LOCKE LORD BISSELL & LIDELL LLP

By: _____

John W. MacPete
State Bar No. 00791156
2200 Ross Avenue, Suite 2200
Dallas, Texas 75201
Telephone: (214) 740-8662
Facsimile: (214) 756-8662

**COUNSEL FOR DEFENDANTS MANOJ
KRISHAN, MUNISH KRISHAN, ROHIT
KRISHAN, INDIVIDUALLY AND DBA
CALLINGCARDS.COM, AND
CALLINGCARDS.COM, LLC**

EXECUTION VERSION

Respectfully submitted,

By: _____

Mark L. Taylor
State Bar No. 00792244
Amy A. Johnson
State Bar No. 24060024
CASH POWERS TAYLOR L.L.P.
8150 North Central Expressway, Suite 1575
Dallas, Texas 75206
Telephone: (214) 239-8900
Facsimile: (214) 239-8901

ATTORNEYS FOR PLAINTIFFS**BOYARMILLER**

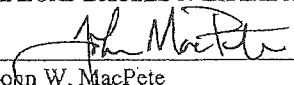
By: _____

Lee A. Collins
State Bar No. 00790484
Craig Dillard
State Bar No. 24040808
4265 San Felipe Road, Suite 1200
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Facsimile: (713) 552-1758

And

LOCKE LORD BISSELL & LIDELL LLP

By: _____


John W. MacPete
State Bar No. 00791156
2200 Ross Avenue, Suite 2200
Dallas, Texas 75201
Telephone: (214) 740-8662
Facsimile: (214) 756-8662

**COUNSEL FOR DEFENDANTS MANOJ
KRISHAN, MUNISH KRISHAN, ROHIT
KRISHAN, INDIVIDUALLY AND DBA
CALLINGCARDS.COM, AND
CALLINGCARDS.COM, LLC**

EXECUTION VERSION

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing document was served, pursuant to TEX. R. CIV. P. 21 and 21a, on this the ___ day of _____ 2010 on the following:

Via Fax

Mark Taylor
Amy Johnson
Cash Powers Taylor LLP
8150 North Central Expressway, Suite 1575
Dallas, Texas 75206
Fax: (214) 239-8901

Via Certified Mail, Return Receipt Requested

Jeffrey Hall
7242 Main St.
Frisco, TX 75034

Via Fax

John W. MacPete
LOCKE LORD BISSELL & LIDDELL LLP
2200 Ross Avenue, Suite 2200
Dallas, Texas 75201
Fax: (214) 756-8662



John W. MacPete

EXECUTION VERSION

EXHIBIT K

Form of Agreed Order of Dismissal/Joint Stipulation in the Dallas Federal Case

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

NETSPHERE, INC., et al.,

Plaintiffs,

vs.

JEFFREY BARON, et. al.,

Defendants.

§
§
§
§
§
§
§
§
§
§
§
§

CIVIL ACTION NO.
3-09CV0988-F

STIPULATED DISMISSAL WITH PREJUDICE

Plaintiffs, Netsphere, Inc., Manila Industries, Inc. and Munish Krishan (collectively "Plaintiffs"), filed the Complaint in Civil No. 3-09-CV-0988-F against Defendants, Jeffrey Baron and Ondova Limited Company d/b/a Compana, LLC (collectively "Defendants"). Charla Aldous ("Aldous") and Jeffrey Rasansky ("Rasansky") have intervened in this matter and Quantec LLC ("Quantec"), Novo Point LLC ("Novo Point"), and Iguana Consulting LLC ("Iguana") have sought to intervene (Aldous, Rasansky, Quantec, Novo Point, and Iguana are herein collectively referred to as the "Intervenors"). Plaintiffs have now agreed upon a resolution of this matter with Defendants and Intervenors prior to a trial on the merits. Plaintiffs, Defendants and Intervenors hereby agree and it is hereby ORDERED, ADJUDGED and DECREED as follows:

1. This Court has jurisdiction over the parties and subject matter of this action.
2. Any and all claims and counter-claims that have been or could have been asserted by Plaintiffs, Defendants and Intervenors are dismissed with prejudice to the right of Plaintiffs,

EXECUTION VERSION

Defendants and Intervenor to file or refile same or any part thereof against any and/or all of the parties herein.

4. Each party shall bear its own costs and attorneys' fees.
5. This Court shall retain jurisdiction for purposes of enforcing this order.

SO AGREED AND STIPULATED:

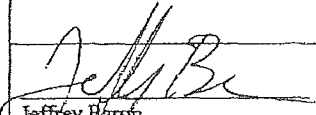
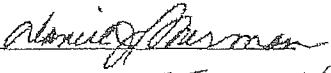
<p>Netsphere, Inc. Signed: <u>John MacPete</u> Name: <u>John MacPete</u> Title: <u>Attorney for Netsphere</u> Date: <u>24 August, 2010</u></p>	<p>Manila Industries, Inc. Signed: <u>John MacPete</u> Name: <u>John MacPete</u> Title: <u>Attorney for Manila</u> Date: <u>26 August, 2010</u></p>
<p><u>John MacPete</u> <u>John MacPete</u> Attorney for Munich Krishan</p>	<p>Munich Krishan Date: <u>24 August 2010</u></p>
<p><u>Jeffrey Baron</u> Date: <u> </u>, 2010</p>	<p>Ondova Limited Company By: <u>Daystar Trust, Managing Member</u> Signed: <u>Alexand J. Sherman</u> Name: <u>DANIEL J. SHERMAN</u> Title: <u>Ch 11 Bankruptcy Trustee</u> Date: <u>8/30</u>, 2010</p>
<p>Ondova Chapter 11 Trustee By: Daniel J. Sherman Signed: <u>Alexand J. Sherman</u> Name: <u>DANIEL J. SHERMAN</u> Title: <u>Ch 11 Trustee</u> Date: <u>8/13</u>, 2010</p>	<p>Quantec LLC Signed: _____ Name: _____ Title: _____ Date: _____, 2010</p>

EXECUTION VERSION

Defendants and Intervenor to file or refile same or any part thereof against any and/or all of the parties herein.

4. Each party shall bear its own costs and attorneys' fees.
5. This Court shall retain jurisdiction for purposes of enforcing this order.

SO AGREED AND STIPULATED:

<p>Netsphere, Inc. Signed: _____ Name: _____ Title: _____ Date: _____, 2010</p>	<p>Manila Industries, Inc. Signed: _____ Name: _____ Title: _____ Date: _____, 2010</p>
	<p><u>Munish Krishan</u> Date: _____, 2010</p>
<p> <u>Jeffrey Baron</u> Date: _____, 2010</p>	<p>Ondova Limited Company By: Daystar Trust, Managing Member Signed: _____ Name: _____ Title: _____ Date: _____, 2010</p>
<p>Ondova Chapter 11 Trustee By: Daniel J. Sherman Signed:  Name: <u>DANIEL J. SHERMAN</u> Title: <u>Ch 11 Trustee</u> Date: <u>8/13</u>, 2010</p>	<p>Quantec LLC Signed: _____ Name: _____ Title: _____ Date: _____, 2010</p>

EXECUTION VERSION

Defendants and Intervenor to file or refile same or any part thereof against any and/or all of the parties herein.

4. Each party shall bear its own costs and attorneys' fees.
5. This Court shall retain jurisdiction for purposes of enforcing this order.

SO AGREED AND STIPULATED:

<p>Netsphere, Inc. Signed: <u>[Signature]</u> Name: <u>Munish Krishan</u> Title: <u>President</u> Date: <u>8/26, 2010</u></p>	<p>Manila Industries, Inc. Signed: <u>[Signature]</u> Name: <u>Munish Krishan</u> Title: <u>President</u> Date: <u>8/26, 2010</u></p>
	<p><u>[Signature]</u> Munish Krishan Date: <u>8/26, 2010</u></p>
<p><u>Jeffrey Baron</u> Date: _____, 2010</p>	<p>Ondova Limited Company By: Daystar Trust, Managing Member Signed: _____ Name: _____ Title: _____ Date: _____, 2010</p>
<p>Ondova Chapter 11 Trustee By: Daniel J. Sherman Signed: <u>[Signature]</u> Name: <u>DANIEL J. SHERMAN</u> Title: <u>Ch 11 Trustee</u> Date: <u>8/13, 2010</u></p>	<p>Quantec LLC Signed: _____ Name: _____ Title: _____ Date: _____, 2010</p>

EXECUTION VERSION

Defendants and Intervenor to file or refile same or any part thereof against any and/or all of the parties herein.

4. Each party shall bear its own costs and attorneys' fees.
5. This Court shall retain jurisdiction for purposes of enforcing this order.

SO AGREED AND STIPULATED:

<p>Netsphere, Inc. Signed: _____ Name: _____ Title: _____ Date: _____, 2010</p>	<p>Manila Industries, Inc. Signed: _____ Name: _____ Title: _____ Date: _____, 2010</p>
	<p>_____ <u>Munish Krishan</u> Date: _____, 2010</p>
<p>_____ <u>Jeffrey Baron</u> Date: _____, 2010</p>	<p>Ondova Limited Company By: Daystar Trust, Managing Member Signed: _____ Name: _____ Title: _____ Date: _____, 2010</p>
<p>Ondova Chapter 11 Trustee By: Daniel J. Sherman Signed: <u><i>Daniel J. Sherman</i></u> Name: <u>DANIEL J. SHERMAN</u> Title: <u>Ch 11 Trustee</u> Date: <u>8/13</u>, 2010</p>	<p>Quantec LLC Signed: _____ Name: _____ Title: _____ Date: _____, 2010</p>

EXECUTION VERSION



Defendants and Intervenor to file or refile same or any part thereof against any and/or all of the parties herein.

4. Each party shall bear its own costs and attorneys' fees.
5. This Court shall retain jurisdiction for purposes of enforcing this order.

SO AGREED AND STIPULATED:

Netsphere, Inc. Signed: _____ Name: _____ Title: _____ Date: _____, 2010	Manila Industries, Inc. Signed: _____ Name: _____ Title: _____ Date: _____, 2010
	_____ <u>Munish Krishan</u> Date: _____, 2010
_____ <u>Jeffrey Baron</u> Date: _____, 2010	Ondova Limited Company By: Daystar Trust, Managing Member Signed: _____ Name: _____ Title: _____ Date: _____, 2010
Ondova Chapter II Trustee By: Daniel J. Sherman Signed: _____ Name: _____ Title: _____ Date: _____, 2010	Quantec LLC ATP NOMINEES LIMITED Signed: _____ <small>BY ITS DULY AUTHORIZED OFFICER</small> Name: <u>ANUEKA POPE & JOLETA ROTOKA</u> Title: _____ Date: <u>9th July</u> , 2010

EXECUTION VERSION

<p>Novo Point LLC ATP NOMINEES LIMITED BY ITS DULY AUTHORIZED OFFICER</p> <p>Signed: </p> <p>Name: <u>ANGELA POPE & JOEELYN KOTERA</u></p> <p>Title: _____</p> <p>Date: <u>9th July, 2010</u></p>	<p>Iguana Consulting LLC ATP NOMINEES LIMITED BY ITS DULY AUTHORIZED OFFICER</p> <p>Signed: </p> <p>Name: <u>ANGELA POPE & JOEELYN KOTERA</u></p> <p>Title: _____</p> <p>Date: <u>9th July, 2010</u></p>
<p>_____ Charla Aldous</p> <p>Date: _____, 2010</p>	<p>_____ Jeffrey Rasansky</p> <p>Date: _____, 2010</p>

SO ORDERED:

Signed _____, 2010.

THE HONORABLE W. ROYAL FURGESON, JR.
U.S. DISTRICT COURT JUDGE

EXECUTION VERSION

<p>Novo Point LLC</p> <p>Signed: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____, 2010</p>	<p>Iguana Consulting LLC</p> <p>Signed: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____, 2010</p>
<p><i>Charla Aldous</i></p> <p><u>Charla Aldous</u></p> <p>Date: <u>7-28</u>, 2010</p>	<p><i>Jeffrey Rasansky</i></p> <p><u>Jeffrey Rasansky</u></p> <p>Date: <u>7-28</u>, 2010</p>

SO ORDERED:

Signed _____, 2010.

THE HONORABLE W. ROYAL FURGESON, JR.
 U.S. DISTRICT COURT JUDGE

EXECUTION VERSION

<p>Novo Point LLC ATP NOMINEES LIMITED Signed: <u>[Signature]</u> BY ITS DUTY AUTHORIZED OFFICER Name: <u>ANGELA POPE & JORELTIN KOTERA</u> Title: _____ Date: <u>9th July, 2010</u></p>	<p>Iguana Consulting LLC ATP NOMINEES LIMITED Signed: <u>[Signature]</u> BY ITS DUTY AUTHORIZED OFFICER Name: <u>ANGELA POPE & JORELTIN KOTERA</u> Title: _____ Date: <u>9th July 2010</u></p>
<p>_____ Charla Aldous Date: _____, 2010</p>	<p><u>[Signature]</u> Jeffrey Rasansky Date: <u>Aug 27</u>, 2010</p>

SO ORDERED:

Signed _____, 2010.

THE HONORABLE W. ROYAL FURGESON, JR.
U.S. DISTRICT COURT JUDGE

EXECUTION VERSION

EXHIBIT L

Form of CC Assignment

PHONECARDS.COM ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT ("Agreement") is dated as of _____, 2012, from CallingCards.com, LLC ("Assignor"), to Equity Trust Company ("Assignee").

1. Assignor hereby assigns to Assignee, and Assignee hereby accepts from Assignor, all of the right, title and interest that Assignor possesses and has the right to assign in the domain name PHONECARDS.COM in exchange for Assignee's payment of Ten Thousand Dollars (\$10,000.00 U.S.), in certified funds, which is tendered concurrently herewith.

2. Assignor will take such additional steps necessary, if any, to vest in Assignee all right, title and interest of Assignor in and to the domain name PHONECARDS.COM, and otherwise to carry out the purpose and intent of this Agreement.

3. This Agreement may be signed in counterparts. A facsimile copy or an electronic image of a signed counterpart shall be deemed to be equivalent to a signed original.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Agreement to be executed and delivered on the date first above written.

ASSIGNOR:

CallingCards.com, LLC.
By: [Signature]
Name: Mark S. Reed
Title: CEO

ASSIGNEE:

Equity Trust Company Custodian FBO Jeffrey
By: [Signature] Baron IRA
Name: Jamie Reed
Title: Vice President

EXHIBIT K

Form of Dauben Disclaimer of Interest

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

DISCLAIMER OF INTEREST

STATE OF TEXAS §
 § KNOW ALL THESE PRESENTS:
COUNTY OF DALLAS §

Joey Dauben, on behalf of himself, Dauben, Inc., d/b/a Texas International Property Associates and Privacy Protection Services, Inc., d/b/a Oakwood Services, Inc., and his and their respective affiliates hereby disclaims any interest in the property described below:

1. Even Group Portfolio (as defined in Paragraph 3 of the Preliminary Injunction) and the domain names in the Restore List (as defined in Paragraph 5(e) of the Preliminary Injunction);

2. Odd Group Portfolio (as defined in Paragraph 3 of the Preliminary Injunction) and the domain names in the Allocated Names List (as defined in Paragraph 5(d) of the Preliminary Injunction); and

3. Blue Horizons Portfolio, meaning all domain names that previously were registered through Ondova Limited Company, exclusive of the Even Group Portfolio, the Odd Group Portfolio and any domain name not registered through or at Ondova Limited Company as of February 22, 2010, and exclusive of the domain names *Pokerstar.com*, *Servers.com*, and the Excluded Disputed Domains (defined below).

4. The following domain names: *Pokerstar.com*, *Servers.com*, and the Excluded Disputed Domains (defined as the list of twelve (12) domain names in an e-mail from Raymond J. Urbanik to Gerrit Pronske on June 2, 2010).

SIGNED on the date acknowledged below.

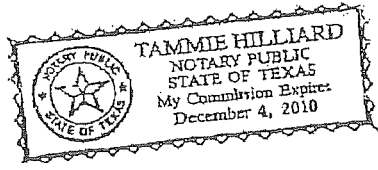

JOEY DAUBEN

K-1

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on 5th, 2010, by Joey Dauben.

Tammie Hilliard
Notary Public State of Texas



K-2

*EXECUTION VERSION***EXHIBIT N**

Form of Rescission/Quitclaim Agreement (Quantec LLC and Iguana Consulting LLC)

RESCISSION AGREEMENT

This Rescission Agreement (this "Agreement") is made this ___ day of _____, 2010 among Quantec LLC, a Cook Islands limited liability company ("Quantec LLC"), Iguana Consulting LLC, a Cook Islands limited liability company ("Iguana Consulting LLC"), and Asiatrust Limited as Trustee of the MMSK Trust, a trust organized and established under the laws of the Cook Islands ("Asiatrust").

RECITALS

A. On or about July 6, 2009, Asiatrust purported to transfer, by operation of law or otherwise, to Quantec LLC 293.25 shares of the capital stock of Quantec, Inc., a United States Virgin Islands corporation (the "Quantec Shares") in consideration of the purported issuance by Quantec LLC to Asiatrust of membership interests in Quantec LLC (the "Quantec LLC Interests").

B. On or about July 6, 2009, Asiatrust purported to transfer, by operation of law or otherwise, to Iguana Consulting LLC 293.25 shares of the capital stock of Iguana Consulting, Inc., a United States Virgin Islands corporation (the "Iguana Shares") in consideration of the purported issuance by Iguana Consulting LLC to Asiatrust of membership interests in Iguana Consulting LLC (the "Iguana Consulting LLC Interests").

C. Asiatrust, Quantec LLC and Iguana Consulting LLC desire to rescind the purported transfer of the Quantec Shares and the Iguana Shares and the purported issuance of the Quantec LLC Interests and the Iguana Consulting LLC Interests and to reinstate Asiatrust's ownership of the Quantec Shares and the Iguana Shares as if such purported transfer and issuance had never happened.

AGREEMENT

In consideration of the mutual covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Quantec LLC, Iguana Consulting LLC and Asiatrust hereby agree as follows:

1. Rescission of Share Transfer. Quantec LLC and Asiatrust mutually agree that the purported transfer, by operation of law or otherwise, of the Quantec Shares from Asiatrust to Quantec LLC is hereby rescinded and shall be treated as if such transfer never occurred. Iguana Consulting LLC and Asiatrust mutually agree that the purported transfer, by operation of law or otherwise, of the Iguana Shares from Asiatrust to Iguana Consulting LLC is hereby rescinded and shall be treated as if such transfer never occurred. Quantec LLC expressly quitclaims to Asiatrust and disavows all rights of every kind, nature and description, if any, it may have, or ever had, in and to all rights related to the Quantec Shares, including, without limitation, property rights, contract rights, copyright interests and any other intellectual property interests, the value of goodwill, and any income that may be derived from and after July 6, 2009 from the Quantec Shares. Iguana Consulting LLC expressly quitclaims to Asiatrust and disavows all rights of every kind, nature and description, if any, it may have, or ever had, in and to all rights related to the Iguana Shares, including, without limitation, property rights, contract rights, copyright interests and any other intellectual property interests, the value of goodwill, and any income that may be derived from and after July 6, 2009 from the Iguana Shares.

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2. Rescission of Membership Interest Issuance. Quantec LLC and Asiatrust mutually agree that the purported issuance of the Quantec LLC Interests to Asiatrust is hereby rescinded and shall be treated as if such issuance never occurred. Quantec LLC and Asiatrust further agree that Asiatrust shall not be treated as ever having been a member of, or owner of any equity interests in, Quantec LLC. Iguana Consulting LLC and Asiatrust mutually agree that the purported issuance of the Iguana Consulting Interests to Asiatrust is hereby rescinded and shall be treated as if such issuance never occurred. Iguana Consulting LLC and Asiatrust further agree that Asiatrust shall not be treated as ever having been a member of, or owner of any equity interests in, Iguana Consulting LLC.

3. Further Actions. Each of Quantec LLC, Iguana Consulting LLC and Asiatrust shall execute all such additional documents and take all such further action as may be necessary or desirable to effect any of the purposes of, or to reflect any of the actions taken in, this Agreement.

4. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto.

5. Amendments, Waivers, Counterparts, Jurisdiction, etc.

(a) The provisions of this Agreement may be amended, modified and waived, but only in writing by each party hereto.

(b) This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and either of the parties hereto may execute this Agreement by signing any such counterpart.

(c) If any action is brought to enforce or interpret the terms of this Agreement (including through arbitration), the prevailing party shall be entitled to reasonable legal fees, costs and necessary disbursements in addition to any other relief to which such party may be entitled.

(d) The United States District Court for the Northern District of Texas, The Honorable Royal Furgeson, shall have jurisdiction over any and all other disputes and/or matters related to this Agreement, whether related to its consummation, implementation, enforcement or otherwise.

[Signature page follows]

EXECUTION VERSION

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date first written above.

QUANTEC LLC

By: Novquant, LLC, Manager

By: ATP NOMINEES LIMITED
BY ITS DULY AUTHORIZED OFFICER
 Name: _____
 Title: _____
 ANUELA POPE & JOCELYN KATEKA

IGUANA CONSULTING LLC

By: Novquant, LLC, Manager

By: ATP NOMINEES LIMITED
BY ITS DULY AUTHORIZED OFFICER
 Name: _____
 Title: _____
 ANUELA POPE & JOCELYN KATEKA

THE MMSK TRUST

By: Asiatrust Limited, Its Trustee

By: ATP DIRECTORS LIMITED
BY ITS DULY AUTHORIZED OFFICER
 Name: _____
 Title: _____
 LESLEY KATA & LISA IRO

EXECUTION VERSION

EXHIBIT O

Form of MMSK Trust Assignments

STOCK POWER

FOR VALUE RECEIVED, the undersigned hereby assigns, and transfers unto [REDACTED], a Cook Islands limited liability company, all right, title and interest of the undersigned, beneficially and/or of record, in and to 293.25 shares of the common stock of Quantec, Inc. represented by certificate No. 2, and does hereby irrevocably constitute and appoint _____ as the undersigned's attorney, to transfer said stock on the books of Quantec, Inc. with full power of substitution in the premises.

Dated: [REDACTED], 2010

THE MMSK TRUST

By: Asiatrust Limited, Its Trustee

ATP DIRECTORS LIMITED
BY ITS DULY AUTHORISED OFFICER

By: _____

Name: LESEET KATOQA & LISA IRU

Title: _____

IN THE PRESENCE OF:

[Signature]

EXECUTION VERSION

STOCK POWER

FOR VALUE RECEIVED, the undersigned hereby assigns, and transfers unto [REDACTED], a Cook Islands limited liability company, all right, title and interest of the undersigned, beneficially and/or of record, in and to 293.25 shares of the common stock of Iguana Consulting, Inc. represented by certificate No. 8, and does hereby irrevocably constitute and appoint _____ as the undersigned's attorney, to transfer said stock on the books of Iguana Consulting, Inc. with full power of substitution in the premises.

Dated: [REDACTED], 2010

THE MMSK TRUST

By: Asiitrust Limited, Its Trustee

ATB DIRECTORS LIMITED
BY ITS DULY AUTHORIZED OFFICER

By: [Signature]

Name: LESELY KATOVA & LISA IRO

Title: _____

IN THE PRESENCE OF:

[Signature]

EXHIBIT P

Form of PN Management Limited Resignation

RESIGNATION OF PROTECTOR AND APPOINTMENT OF SUCCESSOR
PROTECTOR OF THE MMSK TRUST

WHEREAS, on December 30, 2005, Munish and Seema Krishan, as Settlers, Asiatrusted Limited, as Trustee, and PN Management Limited, as Protector, executed that certain Trust Deed (the "Trust Deed") establishing a trust to be known as The MMSK Trust (the "Trust");

WHEREAS, PN Management Limited is currently serving as Protector of the Trust;

WHEREAS, Article V.A. of the Trust Deed provides that the Protector may appoint a successor Protector of the Trust;

WHEREAS, Article V.C. of the Trust Deed provides that the Protector may resign at any time by delivering written notice to the Trustee, which resignation shall be effective at the time or under the conditions specified in such instrument;

WHEREAS, Article III.G. of the Trust Deed provides that a resigning Trustee shall be entitled to require from each continuing Trustee or successor Trustee an indemnity as described in Article XIX of the Trust Deed;

WHEREAS, Article V.D. of the Trust Deed provides that the Protector shall have the benefit of the same indemnities, protections, and exculpations as conferred on the Trustee by the operation of law or under the terms of the Trust Deed;

WHEREAS, PN Management Limited wishes to appoint a successor Protector of the Trust; and

WHEREAS, PN Management Limited (hereafter, the "Resigning Protector") wishes to resign as Protector of the Trust by giving written notice to the Trustee and to be discharged from the trusts and powers of the Trust upon being indemnified as provided herein.

NOW, THEREFORE, the parties agree to the following:

1. The Resigning Protector does hereby appoint **Cook Islands Trust Protectors Limited** as successor protector (the "Successor Protector") to exercise all powers and discretions granted to the Protector under the Trust Deed.

2. By its signature hereto, the Successor Protector does hereby accept its appointment as Protector of the Trust.

3. Pursuant to Article V.D., Article III.G. and Article XIX of the Trust Deed, the Trustee hereby covenants with the Resigning Protector and its directors and officers and its successors in title at all times fully and effectually (but subject as provided below) to indemnify the Resigning Protector and its directors and officers and its successors in title against any and all liabilities, actions, proceedings, claims, demands, taxes, and duties (including all associated interests, penalties, and costs) and all costs, expenses, and other liabilities of whatsoever nature for and in respect of which the Resigning Protector may be or become liable as protector or former protector of the Trust (the "Liabilities"), PROVIDED