

**EXHIBIT**  
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 July 28, 2010

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

In re: §  
ONDOVA LIMITED COMPANY, § Case No. 09-34784-SGJ  
Debtor. § (Chapter 11)  
§  
§

**ORDER GRANTING TRUSTEE'S motion for approval of settlement AGREEMENT pursuant to rule 9019, FEDERAL RULES OF BANKRUPTCY PROCEDURE**

At Dallas, Texas in said District, on July 12, 14 and 22, 2010, this Court conducted hearings on the *Trustee's Motion for Approval of Settlement Agreement Pursuant to Rule 9019, Federal Rules of Bankruptcy Procedure* [Docket No. 368] (the "Motion")<sup>1</sup>, filed on July 2, 2010 by Daniel J. Sherman (the "Trustee"), the duly-appointed Chapter 11 trustee of Ondova Limited Company (the "Debtor" or "Ondova").

During the three hearings conducted with respect to the Motion, this Court considered the evidence presented and record before the Court, including, without limitation, the testimony of the Trustee, Jeffrey Baron, Munish Krishan, an affidavit of Munoj Krishan, all of the exhibits introduced at the hearings and the presentations of counsel. The record before the Court also includes the evidence presented at a hearing on June 22, 2010, when the parties first

<sup>1</sup> All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Motion.

announced to the Court that a global settlement had been reached and the affidavits of Jeffrey Baron as ordered by this Court on July 22, 2010. Accordingly, this Court finds as follows:

A. This Court has jurisdiction to hear and to determine the Motion and to grant the relief requested therein pursuant to 28 U.S.C. §§ 157(a) and 1334. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b). Venue of the above-captioned bankruptcy case and of the Motion is proper in this District under 28 U.S.C. §§ 1408 and 1409.

B. Notice of the Motion and the foregoing hearings were appropriate and sufficient under the circumstances and complied with all applicable provisions of the Bankruptcy Code and the Bankruptcy Rules. No further notice of the Motion is necessary.

C. All parties-in-interest had a reasonable opportunity to object to and be heard regarding the Motion and the Settlement Agreement proposed therein. A limited objection to the Motion was filed on July 12, 2010 by Jeffrey Baron pertaining to only one minor portion of the Settlement Agreement, Section 6(c), however as a result of negotiations between the parties, the limited objection of Mr. Baron was resolved and based on the testimony of Mr. Baron from the hearing held on July 14, 2010, Mr. Baron has fully and completely agreed to the Settlement Agreement as negotiated by the parties. Accordingly, the Limited Objection filed by Mr. Baron is overruled.

D. This Court considered the Motion and the Settlement Agreement in the context of the applicable legal standards and requirements for approval of a settlement under Bankruptcy Rule 9019. Specifically, this Court applied the standards established by *United States v. Aweco, Inc. (In re Aweco, Inc.)*, 725 F.2d 293, 299 (5<sup>th</sup> Cir. 1984), *cert. denied* 469 U.S. 880 (1984), *Protective Comm. For Indep. Stockholders of TMT Trailer Ferry, Inc. v. Anderson*, 390 U.S. 414 (1966); *In re Jackson Brewing Co.*, 624 F.2d 599, 602 (5<sup>th</sup> Cir. 1980).

E. The record before this Court and this Court's own analysis indicate that the

settlement reached by the parties is fair and equitable and should be approved. The Court notes that the litigation and disputes being resolved by the Settlement, including those causes of action that the Trustee could bring on behalf of the Debtor's bankruptcy estate ("Estate"), are novel and complex. The Court notes that many lawsuits are being settled and further believes the Settlement Agreement should be approved in light of the risks and rewards of the complex litigation being settled and the probability of very prolific and protracted litigation in the absence of a settlement. The Settlement Agreement has been extensively negotiated, at arm's length and in good faith, by all the settling parties.

F. The Court finds that the Settlement Agreement is in the best interests of the Estate and an exercise of the Trustee's sound business judgment. The resolutions of the disputes among, and litigation between, the settling parties embodied in the Settlement Agreement are reasonable and appropriate under the circumstances. The consideration to be exchanged between the settling parties in accordance with the terms of the Settlement Agreement, including the releases and security interests contemplated under the Settlement Agreement, are fair, reasonable, and adequate under the circumstances.

G. Mr. Baron requested certain findings as part of the Settlement Agreement, which were proffered into the record during the hearing as follows:

- (i) 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;
- (ii) 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;
- (iii) 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; and
- (iv) 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.

No parties objected to the proffer and therefore the Court so finds.

H. At the hearing conducted on July 22, 2010, Mr. Baron did not attend due to a medical emergency whereby Mr. Baron checked himself in to Plano Presbyterian Hospital. Mr. Baron's presence was necessary due to the fact that there were two significant matters which needed his testimony and/or a proffer of his testimony. Mr. Baron's medical emergency and absence were not reported to the Court or the Trustee prior to the 2:30 p.m. hearing. Upon the Court's suggestion, the parties have agreed to facilitate the approval of the Settlement Agreement through two mechanisms set forth in this Order, however the Court requires a verified affidavit from Mr. Baron describing the medical emergency which kept him from the July 22<sup>nd</sup> hearing with sufficient supporting documentation (as determined by the Court) from Plano Presbyterian Hospital or the doctor who treated him. This affidavit must be filed under seal by Tuesday, July 27, 2010 at 5:00 p.m. central time and also be served on counsel for the Trustee and the Netsphere Parties. This Court has entered a sua sponte seal order with respect to this affidavit.

I. Because Mr. Baron did not attend the hearing on July 22, 2010, he was not able to be present for a proffer related to a resolution reached between Baron and the Netsphere Parties related to the Belton Trust. In order to facilitate approval of the Settlement Agreement, this Court ordered Mr. Baron to submit a verified affidavit as a proffer of his testimony for the additional findings by this Court. Mr. Baron was ordered to file the affidavit, as prepared by counsel for the Netsphere Parties, no later than 5 p.m. central time on Tuesday, July 27, 2010, setting forth his agreement to the resolution reached and providing the testimony for the additional findings read into the record at the July 22<sup>nd</sup> hearing. Based upon the verified affidavit filed by Mr. Baron stating the following, this Court further finds:

- (1) That Jeffrey Baron is the trustee of the Belton Trust;

(2) That all beneficiaries of the Belton Trust are signing the Settlement Agreement and desire that the Belton Trust be bound by this Settlement Agreement;

(3) That the only asset in which the Belton Trust has any interest of any kind is Domain Jamboree, LLC;

(4) That the only assets in which Domain Jamboree, LLC has any interest of any kind is the domain name domainjamboree.com and its accreditation agreement with ICANN and registry agreement with Verisign, Inc; and

(5) That Jay Kline is the current Manager of Domain Jamboree, LLC and is authorized to sign this Settlement Agreement on behalf of Domain Jamboree, LLC.

J. In order to resolve an outstanding issue regarding the price to be paid by Quantec, LLC and Novo Point, LLC for the renewal of the domain names pursuant to Section 6(c) of the Settlement Agreement which requires the parties to enter into a New Domain Name Registration Agreement, the parties have agreed to allow this Court to determine the price to be paid per domain name pursuant to a motion to be filed by the Trustee and the parties shall be bound by such determination. The Trustee, Quantec, LLC, and Novo Point, LLC have previously agreed to a price of \$8.94 per domain name however that price was not agreed to by Baron. The parties agree to be bound by the price determined by the Court pursuant to a separate motion to be filed by the Trustee and agree to execute the Settlement Agreement by the deadlines set forth in this Order.

**NOW, THEREFORE, IT IS HEREBY:**

**ORDERED** that the Motion is GRANTED; it is further

**ORDERED** that the findings of fact and conclusions of law stated herein shall constitute this Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this matter through Bankruptcy Rule 9014. To the extent that any finding of fact shall be determined to be a conclusion of law, it shall be so deemed, and to the extent any

conclusion of law shall be determined to be a finding of fact, it shall be so deemed. It is further,

**ORDERED** that the Settlement Agreement, including all related agreements, releases, and other actions contemplated therein, are APPROVED. It is further

**ORDERED** that all parties are directed to execute the Settlement Agreement no later than 5 p.m. central time Wednesday, July 28, 2010, except for Denis Kleinfeld, Jeannie Hudson and their related entities, who must execute this Settlement Agreement no later than by 5 p.m. central time on July 30, 2010. It is further,

**ORDERED** that Jay Kline shall sign the Settlement Agreement as manager of Domain Jamboree, LLC, however if the parties are unable to locate Mr. Kline, Jeffrey Baron is ordered to sign on behalf of Domain Jamboree, LLC, as the trustee of the Belton Trust which is the sole Member / owner of Domain Jamboree, LLC. Either Mr. Baron or Mr. Kline must execute the Settlement Agreement on behalf of Domain Jamboree, LLC no later than 5 p.m. central time on July 30, 2010. It is further,

**ORDERED** that the Trustee will file the motion for this Court to determine the price for domain name renewals for the New Domain Name Registration Agreement no later than July 30, 2010. It is further,

**ORDERED** that the Trustee and all the settling parties are directed to execute the Settlement Agreement by the dates set forth herein and are authorized to take any and all action required to implement the Settlement Agreement, including to make all payments required thereunder and to fulfill all of their respective obligations contemplated under the Settlement Agreement. It is further

**ORDERED** that this Court shall retain jurisdiction to hear and resolve all matters regarding the Motion, all disputes as provided for in the Settlement Agreement and for the

enforcement and implementation of this Order in connection with such disputes.

### END OF ORDER ###

Submitted by:

Raymond J. Urbanik  
Texas Bar No. 20414050  
Lee Pannier  
Texas Bar No. 24066705  
**MUNSCH HARDT KOPF & HARR, P.C.**  
3800 Lincoln Plaza  
500 N. Akard Street  
Dallas, Texas 75201-6659  
Telephone: (214) 855-7500  
Facsimile: (214) 855-7584

*ATTORNEYS FOR DANIEL J. SHERMAN,  
CHAPTER 11 TRUSTEE*

**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

*EXECUTION VERSION*

- 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”);

**EXECUTION VERSION**

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, 68<sup>th</sup> 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

**EXECUTION VERSION**

**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, *HCBS, 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 68<sup>th</sup> 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:

**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 (4<sup>th</sup>) 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.

**EXECUTION VERSION**

- (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

*EXECUTION VERSION*

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](mailto:craig.c@WestLLP.com) and Gerrit Pronske at [gpronske@pronskepatel.com](mailto:gpronske@pronskepatel.com), (ii) e-mail Gay Nee ([gaynee@webnic.cc](mailto: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:  
[8cGRuPjmxwuKTbEIXkcvQzHx+nKvp1NduvKTpOpDGTDCITozwGM=@2010.identityshield.com](mailto:8cGRuPjmxwuKTbEIXkcvQzHx+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

*EXECUTION VERSION*

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

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 *searchguide.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

**EXECUTION VERSION**

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 (4<sup>th</sup>) 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");

**EXECUTION VERSION**

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,

**EXECUTION VERSION**

(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.

**EXECUTION VERSION****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

**EXECUTION VERSION**

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.

**EXECUTION VERSION**

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**

*EXECUTION VERSION*

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.

*EXECUTION VERSION*

- 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

**EXECUTION VERSION**

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”).

**EXECUTION VERSION**

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 (5<sup>th</sup>) 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 68<sup>th</sup> 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

*EXECUTION VERSION*

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

*EXECUTION VERSION*

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, Asiitrust 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, Asiitrust 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, Asiitrust 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, Asiitrust 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

**EXECUTION VERSION**

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

***EXECUTION VERSION***

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.

**EXECUTION VERSION**

- 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.

*EXECUTION VERSION*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)

*EXECUTION VERSION*

(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,

**EXECUTION VERSION**

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.

**EXECUTION VERSION**

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

*EXECUTION VERSION*

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 1<sup>st</sup> Avenue, 12<sup>th</sup> Floor  
Ft. Lauderdale, Florida 33301

EXECUTION VERSION

If to Manila Parties and Manila Related Parties:

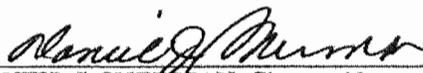
John W. MacPete  
Locke Lord Bissell & Liddell, LLP  
2200 Ross Avenue, Suite 2200  
Dallas, Texas 75201

With a courtesy copy to:

Ravi Puri, Esq.  
Netsphere Inc.  
1300 Bristol 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. Gardere Wynne shall maintain copies of the imaged computers produced to Special Master Peter Vogel by Equivalent Data and any copies which are currently in Equivalent 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 Furgeson which confirms that Gardere 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 KRISHAN, Individually and on  
behalf of Mahnik Krishan and Amani Krishan

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

EXECUTION VERSION

If to Manila Parties and Manila Related Parties:

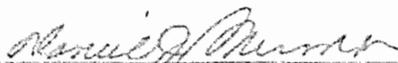
John W. MacPete  
Locke Lord Bissell & Liddell, LLP  
2200 Ross Avenue, Suite 2200  
Dallas, Texas 75201

With a courtesy copy to:

Ravi Pari, Esq.  
Netsphere Inc.  
1300 Bristol 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 Equivalent Data and any copies which are currently in Equivalent 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 Furgerson 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 Mahnik Krishnan and Anand Krishnan

SEEMA KRISHNAN, Individually and on behalf  
of Mahnik Krishnan and Anand Krishnan

**EXECUTION VERSION**

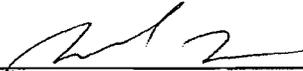
the term of the License Agreement, the form of such order to be substantially as set forth in **Exhibit Q** attached hereto.

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

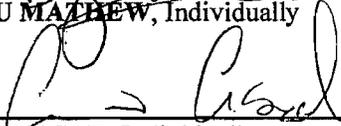
**ONDOVA LIMITED COMPANY**

By: \_\_\_\_\_  
Daniel J. Sherman, Chapter 11 Bankruptcy  
Trustee

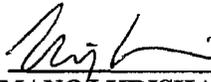
  
\_\_\_\_\_  
**MUNISH KRISHAN**, Individually and on  
behalf of Mahnik Krishan and Amani Krishan

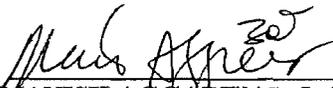
  
\_\_\_\_\_  
**SEEMA KRISHAN**, Individually and on behalf  
of Mahnik Krishan and Amani Krishan

  
\_\_\_\_\_  
**BIJU MATHEW**, Individually

  
\_\_\_\_\_  
**AMIR ASAD**, Individually

  
\_\_\_\_\_  
**ROHIT KRISHAN**, Individually

  
\_\_\_\_\_  
**MANOJ KRISHAN**, Individually

  
\_\_\_\_\_  
**MANISH AGGARWAL**, Individually

  
\_\_\_\_\_  
**AMER ZAYERI**, Individually

**EXECUTION VERSION**

\_\_\_\_\_  
**BIJU MATHEW**, Individually

\_\_\_\_\_  
**AMIR ASAD**, Individually

\_\_\_\_\_  
**ROHIT KRISHAN**, Individually

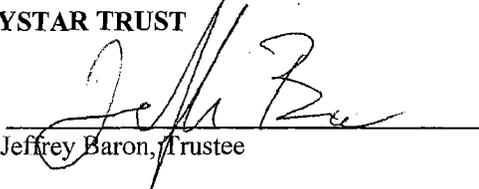
\_\_\_\_\_  
**MANOJ KRISHAN**, Individually

\_\_\_\_\_  
**MANISH AGGARWAL**, Individually

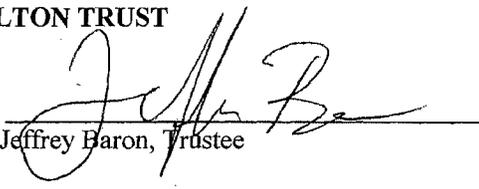
\_\_\_\_\_  
**AMER ZAVERI**, Individually

  
\_\_\_\_\_  
**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**

\_\_\_\_\_  
**BIJU MATHEW**, Individually

\_\_\_\_\_  
**AMIR ASAD**, Individually

\_\_\_\_\_  
**ROHIT KRISHAN**, Individually

\_\_\_\_\_  
**MANOJ KRISHAN**, Individually

\_\_\_\_\_  
**MANISH AGGARWAL**, Individually

\_\_\_\_\_  
**AMER ZAVERI**, Individually

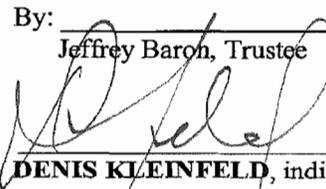
\_\_\_\_\_  
**JEFFREY BARON**, individually and as a beneficiary of and on behalf of all beneficiaries of The Village Trust, Equity Trust Company IRA 19471, the Daystar Trust, and the Belton Trust

**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 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**

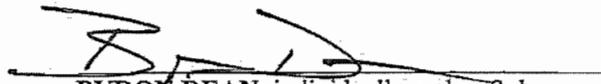
By: \_\_\_\_\_  
Jeffrey Baron, Trustee

**BELTON TRUST**

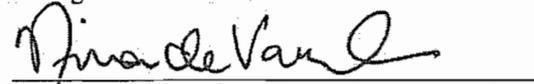
By: \_\_\_\_\_  
Jeffrey Baron, Trustee

\_\_\_\_\_  
**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 Manager of Manassas <sup>BB</sup>

\_\_\_\_\_  
**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**

\_\_\_\_\_  
**ATR NOMINEES LIMITED**  
BY ITS DULY AUTHORIZED OFFICER  
By: \_\_\_\_\_  
Name: ANGELA POPE & JOCELYN KOTERA  
Title: \_\_\_\_\_

**EXECUTION VERSION**

**JAVELINA, LLC**

**ATP NOMINEES LIMITED**  
BY ITS DULY AUTHORIZED OFFICER

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
*ANTHONY A. POPE & JOSEPH N. KETELA*

**THE MMSK TRUST**

By: Asiatrust Limited, Its Trustee

**ATP DIRECTORS LIMITED**  
BY ITS DULY AUTHORIZED OFFICER

By: \_\_\_\_\_  
Name: *Lesley Katoa*  
Title: \_\_\_\_\_  
*LESLEY KATOA & LISA IRO*

**THE VILLAGE TRUST**

By: Asiatrust Limited, Its Trustee

**ATP DIRECTORS LIMITED**  
BY ITS DULY AUTHORIZED OFFICER

By: \_\_\_\_\_  
Name: *Lesley Katoa*  
Title: \_\_\_\_\_  
*LESLEY KATOA & 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: Asiatrust Limited, Its Trustee

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**THE VILLAGE TRUST**

By: Asiatrust 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 Kleinfeld  
Title: MANAGER

**HCB, LLC, a USVI limited liability company**

By: Four Points Management, LLLP

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

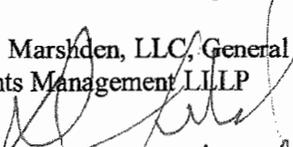
By: \_\_\_\_\_  
Name: Denis Kleinfeld  
Title: Manager

**EXECUTION VERSION**

**REALTY INVESTMENT MANAGEMENT, LLC, a Delaware limited liability company**

By: Four Points Management, LLLP

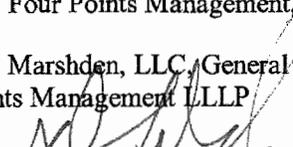
By: Marshden, LLC, General Partner of Four Points Management LLLP

By:   
Name: Denis Kleinfeld  
Title: MANAGER

**REALTY INVESTMENT MANAGEMENT, LLC, a USVI limited liability company**

By: Four Points Management, LLLP

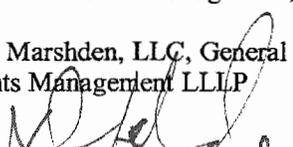
By: Marshden, LLC, General Partner of Four Points Management LLLP

By:   
Name: Denis Kleinfeld  
Title: MANAGER

**SIMPLE SOLUTIONS, LLC**

By: Four Points Management, LLLP

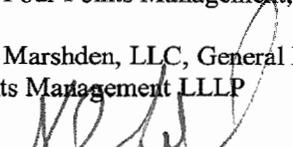
By: Marshden, LLC, General Partner of Four Points Management LLLP

By:   
Name: Denis Kleinfeld  
Title: MANAGER

**SEARCH GUIDE, LLC**

By: Four Points Management, LLLP

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

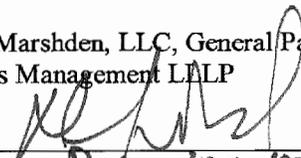
By:   
Name: DENIS KLEINFELD  
Title: MANAGER

**EXECUTION VERSION**

**BLUE HORIZON LIMITED LIABILITY COMPANY**

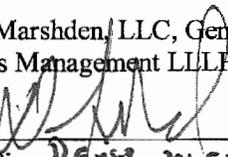
By: Four Points Management, LLLP

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

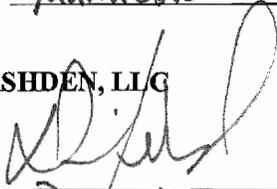
By:   
Name: DENIS KLEINFELD  
Title: MANAGER

**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**

**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

**ATP NOMINEES LIMITED**  
BY ITS DULY AUTHORIZED OFFICER

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: ANGELA POPE & JOCELYN KOTKWA

**IGUANA CONSULTING LLC**

By: Novquant, LLC, Manager

**ATP NOMINEES LIMITED**  
BY ITS DULY AUTHORIZED OFFICER

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: ANGELA POPE & JOCELYN KOTKWA

**QUANTEC LLC**

By: Novquant, LLC, Manager

**ATP NOMINEES LIMITED**  
BY ITS DULY AUTHORIZED OFFICER

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: ANGELA POPE & JOCELYN KOTKWA

**CALLINGCARDS.COM, LLC**

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: *[Signature]*  
Name: MANDY KARSAW  
Title: CEO

**EXECUTION VERSION**

**ID GENESIS, LLC**

By: Netsphere, Inc., Sole Member

By:   
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 7B*

By:   
\_\_\_\_\_  
Jeffrey Baron, Trustee by Jeffrey Baron, as Trustee  
Jay Kline, Manager of the Belton Trust as  
Ordered by the Bankruptcy  
Court in place of  
Jay Kline

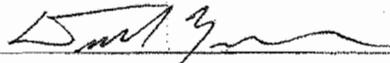
**EQUITY TRUST COMPANY**, a South  
Dakota trust company, as Custodian of IRA  
19471 and as successor in interest of Mid Ohio  
Securities as Custodian of IRA 19471

**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:   
Name: \_\_\_\_\_  
Title: **Dan Youngers**

\_\_\_\_\_  
CORPORATE ALTERNATIVE SIGNER  
**CHARLES ALDOUS**, individually

\_\_\_\_\_  
**JEFF RASANKY**, individually

\_\_\_\_\_  
**RON SHERIDAN**, individually

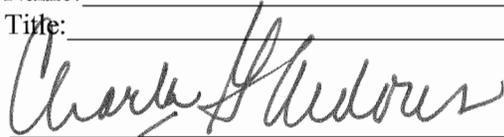
**EXECUTION VERSION**

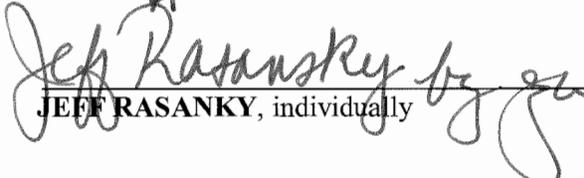
**DOMAIN JAMBOREE, LLC**

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

**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

**EXECUTION VERSION**

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.

**EXECUTION VERSION**

(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 \_\_\_\_\_  
Title: \_\_\_\_\_

Address:  
Netsphere, Inc.  
c/o Ravi Puri, Esq.  
1300 Bristol Street North, Suite 200  
Newport Beach, CA 92660

**MANILA INDUSTRIES, INC.**

By: \_\_\_\_\_  
Name \_\_\_\_\_  
Title: \_\_\_\_\_

Address:  
Manila Industries, Inc.  
23312 Eagle Ridge  
Mission Viejo, CA 92692

***EXECUTION VERSION***

**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***

**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/>)

**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

*EXECUTION VERSION*

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. GENERAL

3.1 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:  
Title:  
Date:

By: \_\_\_\_\_  
Name:  
Title:  
Date:

**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.

***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.

“**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

**EXECUTION VERSION**

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

*EXECUTION VERSION*

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.

**EXECUTION VERSION**

(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

**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

*EXECUTION VERSION*

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.

*EXECUTION VERSION*

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

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: \_\_\_\_\_, 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 (11<sup>th</sup>) 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 Ondova 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)

**EXHIBIT E**

Form of Pokerstar Assignment

**ASSIGNMENT**

STATE OF \_\_\_\_\_

§  
§  
§

**KNOW ALL BY THESE PRESENTS**

COUNTY OF \_\_\_\_\_

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: Asiatrust Limited, Its Trustee

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ §

§

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, \_\_\_\_\_ of Asiatrust Limited, Trustee of The Village Trust, a Cook Islands trust, on behalf of said trust.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

**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 Monthly Payments (as defined in the Settlement Agreement); and

WHEREAS, to secure the payment and performance of Maker's obligations to make the Monthly Payments, Maker has agreed to grant Payee a first lien and security interest in and to all of Maker's revenues generated from monetization of the domain names 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 Monthly Payments, 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:

"**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*, the Excluded Disputed Domains (as defined in the Settlement Agreement), any Disposed Names (as defined in the Settlement Agreement) and any Released Names (as defined in the Settlement Agreement).

"**Collateral**" shall mean all of Maker's right, title and interest in and to the revenues generated from monetization of the domain names Blue Horizon Portfolio.

"**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) Maker's failure to timely pay a Monthly Payment.

*EXECUTION VERSION*

“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.

“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 Monthly Payments 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 Monthly Payments or any portion thereof 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.

(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.

(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

*EXECUTION VERSION*

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) Maker shall not sell, transfer, assign, convey or 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.

*EXECUTION VERSION*

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 records relating to the Collateral (including, without limitation, monetization agreements with third parties).

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 (i) file the Agreed Order (as defined in the Settlement Agreement), and (ii) require any monetizer of the Collateral to directly pay such revenue to Payee.

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, (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

*EXECUTION VERSION*

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 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.

(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.

**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: Asiitrust Limited, Its Trustee

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Address:  
Asiitrust 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 \_\_, 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 executed on July 2, 2010 ("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 ###

*EXECUTION VERSION*

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

ATTORNEYS FOR DANIEL J. SHERMAN,  
CHAPTER 11 TRUSTEE

By: \_\_\_\_\_

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

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

PRONSKE & PATEL

By: \_\_\_\_\_

Gerrit M. Pronske  
2200 Ross Avenue, Suite 5350  
Dallas, Texas 75201  
Telephone: (214) 658-6501  
Facsimile: (214) 658-6509

ATTORNEYS FOR JEFF BARON

a

**EXHIBIT H**

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

**CAUSE NO. 06-11717-C**

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

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

**EXECUTION VERSION**

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

*EXECUTION VERSION*

**SO ORDERED:**

Signed \_\_\_\_\_, 2010.

---

HONORABLE DISTRICT COURT JUDGE  
MARTIN HOFFMAN

**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><b>Simple Solutions, LLC</b></p> <p>Signed: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____, 2010</p>	<p><b>Ondova Limited Company</b></p> <p>By: Daystar Trust, Managing Member</p> <p>Signed: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____, 2010</p>
<p><b>Ondova Chapter 11 Trustee</b></p> <p>By: Daniel J. Sherman</p> <p>Signed: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____, 2010</p>	

**SO ORDERED:**

Signed \_\_\_\_\_, 2010.

---

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

**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 KRISHAN, Individually and d/b/a	§	
CallingCards.com, and	§	
CALLINGCARDS.COM, LLC	§	68TH JUDICIAL DISTRICT
	§	
<i>Defendants.</i>	§	

**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, Munish 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 68<sup>th</sup> 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, INVIDUALLY 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

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

**EXECUTION VERSION**

<b>Novo Point LLC</b> Signed: _____ Name: _____ Title: _____ Date: _____, 2010	<b>Iguana Consulting LLC</b> Signed: _____ Name: _____ Title: _____ Date: _____, 2010
_____ <u>Charla Aldous</u> Date: _____, 2010	_____ <u>Jeffrey Rasansky</u> Date: _____, 2010

**SO ORDERED:**

Signed \_\_\_\_\_, 2010.

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

**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: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ASSIGNEE:**

Equity Trust Company  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



*EXECUTION VERSION*

STATE OF TEXAS           §  
  §  
COUNTY OF DALLAS       §

This instrument was acknowledged before me on \_\_\_\_\_, 2010, by Joey Dauben.

\_\_\_\_\_  
Notary Public State of Texas

**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 Asiatrusted Limited as Trustee of the MMSK Trust, a trust organized and established under the laws of the Cook Islands ("Asiitrust").

**RECITALS**

A. On or about July 6, 2009, Asiatrusted 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 Asiatrusted of membership interests in Quantec LLC (the "Quantec LLC Interests").

B. On or about July 6, 2009, Asiatrusted 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 Asiatrusted of membership interests in Iguana Consulting LLC (the "Iguana Consulting LLC Interests").

C. Asiatrusted, 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 Asiatrusted'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 Asiatrusted hereby agree as follows:

1. Rescission of Share Transfer. Quantec LLC and Asiatrusted mutually agree that the purported transfer, by operation of law or otherwise, of the Quantec Shares from Asiatrusted to Quantec LLC is hereby rescinded and shall be treated as if such transfer never occurred. Iguana Consulting LLC and Asiatrusted mutually agree that the purported transfer, by operation of law or otherwise, of the Iguana Shares from Asiatrusted to Iguana Consulting LLC is hereby rescinded and shall be treated as if such transfer never occurred. Quantec LLC expressly quitclaims to Asiatrusted 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 Asiatrusted 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.

***EXECUTION VERSION***

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: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**IGUANA CONSULTING LLC**

By: Novquant, LLC, Manager

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**THE MMSK TRUST**

By: Asiatrust Limited, Its Trustee

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

*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: Asiitrust Limited, Its Trustee

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN THE PRESENCE OF:

\_\_\_\_\_

**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: Asiatrust Limited, Its Trustee

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

IN THE PRESENCE OF:

\_\_\_\_\_

*EXECUTION VERSION*

**EXHIBIT P**

Form of Manila Related Parties' 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 114.25 shares of the common stock of Quantec, Inc. represented by certificate No. 9, 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

\_\_\_\_\_  
Biju Mathew

IN THE PRESENCE OF:

\_\_\_\_\_

*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 45 shares of the common stock of Quantec, Inc. represented by certificate No. 10, 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

\_\_\_\_\_  
Amir Asad

IN THE PRESENCE OF:

\_\_\_\_\_

*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 40 shares of the common stock of Quantec, Inc. represented by certificate No. 11, 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

\_\_\_\_\_  
Rohit Krishan

IN THE PRESENCE OF:

\_\_\_\_\_

*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 5 shares of the common stock of Quantec, Inc. represented by certificate No. 12, 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

\_\_\_\_\_  
Manish Aggarwal

IN THE PRESENCE OF:

\_\_\_\_\_

*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 2.5 shares of the common stock of Quantec, Inc. represented by certificate No. 13, 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

\_\_\_\_\_  
Amer Zaveri

IN THE PRESENCE OF:

\_\_\_\_\_

*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 114.25 shares of the common stock of Iguana Consulting, Inc. represented by certificate No. 3, 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

\_\_\_\_\_  
Biju Mathew

IN THE PRESENCE OF:

\_\_\_\_\_

*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 45 shares of the common stock of Iguana Consulting, Inc. represented by certificate No. 4, 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

\_\_\_\_\_  
Amir Asad

IN THE PRESENCE OF:

\_\_\_\_\_

*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 40 shares of the common stock of Iguana Consulting, Inc. represented by certificate No. 5, 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

\_\_\_\_\_  
Rohit Krishan

IN THE PRESENCE OF:

\_\_\_\_\_

*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 5 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

\_\_\_\_\_  
Manish Aggarwal

IN THE PRESENCE OF:

\_\_\_\_\_

*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 2.5 shares of the common stock of Iguana Consulting, Inc. represented by certificate No. 9, 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

\_\_\_\_\_  
Amer Zaveri

IN THE PRESENCE OF:

\_\_\_\_\_

**EXHIBIT Q**

**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;

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 covenant and agree, in its capacity as Protector of the Trust, to perform the obligations of the Trust pursuant to the Settlement Agreement.

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 THAT the liability of the Trustee under the above indemnity shall not extend to the Liabilities that arise

**EXECUTION VERSION**

from the Resigning Protector’s own fraud, willful misconduct, or gross negligence, and PROVIDED FURTHER THAT the liability of the Trustee under the above indemnity shall be limited to the Resigning Protector’s right of indemnity against the Trust Property provided under the Trust Deed and shall extend only to the Liabilities in respect of which the Resigning Protector would have been entitled to reimbursement out of the property of the Trust had it remained protector of the Trust on its present terms.

4. The Resigning Protector is hereby released from all liabilities, undertakings, and obligations of any kind under the Trust or under law insofar as such liabilities, undertakings, and obligations relate to the Trust Property.

5. The Resigning Protector does hereby resign as Protector of the Trust.

6. This document shall take effect upon the date on which the last of the undersigned parties executes this document.

7. In this document where the context allows words and expressions shall bear the same meanings as in the Trust Deed.

8. This document may be executed in any number of counterparts, each of which when so executed and delivered shall constitute an original, but such counterparts together shall constitute one and the same document.

9. This document shall be governed by, and construed in accordance with the laws of, the Cook Islands.

**RESIGNING PROTECTOR:**

PN MANAGEMENT LIMITED

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_ Date

**SUCCESSOR PROTECTOR:**

COOK ISLANDS TRUST PROTECTORS LIMITED

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_ Date

*EXECUTION VERSION*

**Joinder Agreement**

WHEREAS, the Trust (as defined above) is a party to that certain Mutual Settlement and Release Agreement by and among Munish Krishan, et al, initially approved by the United States Bankruptcy Court for the Northern District of Texas, Dallas Division Bankruptcy, in Case No. 09-34784-SGJ-11 on June 22, 2010 (the "Settlement Agreement"); and

WHEREAS, in connection with the Settlement Agreement and the subject appointment, PN Management Limited desires for Cook Islands Trust Protectors Limited to (i) acknowledge receipt of a copy of the Settlement Agreement, and (ii) in its capacity as Protector of the Trust, agree to perform the obligations of the Trust pursuant to the Settlement Agreement;

NOW, THEREFORE, Cook Islands Trust Protectors Limited hereby: (i) acknowledges receipt of a copy of the Settlement Agreement; and (ii) covenants and agrees, in its capacity as successor Trustee of the Trust, to perform the obligations of the Trust pursuant to the Settlement Agreement.

COOK ISLANDS TRUST PROTECTORS LIMITED

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_ Date

**EXHIBIT R**

Form of PN Management Limited Resignation

Form of Asiatrust Resignation

**RESIGNATION OF TRUSTEE and APPOINTMENT OF SUCCESSOR TRUSTEE  
OF THE MMSK TRUST**

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

WHEREAS, Article III.C. of the Trust Deed provides that the Trustee may resign at any time by providing written notice addressed to the Protector;

WHEREAS, Article III.B.3. of the Trust Deed gives the Protector the power to appoint a successor Trustee, whether within or without the Cook Islands, as Trustee of the Trust;

WHEREAS, Article III.G. of the Trust Deed provides that without prejudice to any other right conferred by law 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, Asiatrust desires to resign as Trustee of the Trust (the "Resigning Trustee") by giving written notice to the Protector and to be discharged from the trusts and powers of the Trust upon being indemnified as provided herein; and

NOW, THEREFORE, the parties hereto agree to the following:

1. Asiatrust does hereby provide written notice to the Protector that it resigns as Trustee of the Trust and Asiatrust is hereby discharged from all or any of the trusts and powers reposed in or conferred on it under the Trust Deed.

2. PN Management Limited, as Protector, does hereby appoint GCSL Trustees Limited as successor Trustee of the Trust (the "Successor Trustee"), to exercise all powers and discretions granted to the Trustee under the Trust Deed.

3. GCSL Trustees Limited does hereby accept its appointment as successor Trustee of the Trust and hereby covenants with the Resigning Trustee 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 Trustee 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 Trustee may be or become liable as trustee or former trustee of the Trust (the "Liabilities"), PROVIDED THAT the Liabilities of the Successor Trustee under the above indemnity shall not extend to the liabilities that arise from the Resigning Trustee's own fraud, willful misconduct, or gross negligence, and PROVIDED FURTHER THAT the liability of the Successor Trustee under the above indemnity shall be limited to its right of indemnity against the Trust Property provided under the Trust Deed and shall extend

**EXECUTION VERSION**

only to the Liabilities in respect of which the Resigning Trustee would have been entitled to reimbursement out of the property of the Trust had it remained trustee of the Trust on its present terms.

4. The Resigning Trustee is hereby released from all liabilities, undertaking and obligations of any kind under the Trust or under law insofar as such liabilities, undertakings and obligations related to the Trust Property.

5. The provisions of this document shall take effect upon the date on which the last of the undersigned parties executes this document (the "Effective Date"), at which time the Trust Property shall vest in the Successor Trustee. The Resigning Trustee, pursuant to Article III.E. of the Trust Deed, hereby covenants with the Successor Trustee to execute all documents and take such other action as may be reasonably necessary or desirable to transfer the Trust Property to the Successor Trustee as soon as possible after the Effective Date.

6. In this document where the context allows words and expressions shall bear the same meanings as in the Trust Deed.

7. This document may be executed in any number of counterparts, each of which when so executed and delivered shall constitute an original, but such counterparts together shall constitute one and the same document.

8. This document shall be governed by and construed in accordance with the laws of the Cook Islands.

**RESIGNING TRUSTEE**

ASIATRUST LIMITED

By: \_\_\_\_\_  
Print name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Date

**SUCCESSOR TRUSTEE**

Appointment Accepted

GCSL TRUSTEES LIMITED

By: \_\_\_\_\_  
Print name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Date

*EXECUTION VERSION*

**ACKNOWLEDGED**

PN MANAGEMENT LIMITED,  
Protector of The MMSK Trust

By: \_\_\_\_\_  
Print name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_ Date

**EXECUTION VERSION**

**Joinder Agreement**

WHEREAS, the Trust is a party to that certain Mutual Settlement and Release Agreement by and among Munish Krishan, et al, initially approved by the United States Bankruptcy Court for the Northern District of Texas, Dallas Division Bankruptcy, in Case No. 09-34784-SGJ-11 on June 22, 2010 (the "Settlement Agreement"); and

WHEREAS, in connection with the Settlement Agreement and the subject appointment, the Protector (as defined above) desires for GCSL Trustees Limited to (i) acknowledge receipt of a copy of the Settlement Agreement; and (ii) in its capacity as successor Trustee of the Trust, agree to perform the obligations of the Trust pursuant to the Settlement Agreement;

NOW, THEREFORE, GCSL Trustees Limited hereby: (i) acknowledges receipt of a copy of the Settlement Agreement; and (ii) covenants and agrees, in its capacity as successor Trustee of the Trust, to perform the obligations of the Trust pursuant to the Settlement Agreement.

GCSL TRUSTEES LIMITED

By: \_\_\_\_\_  
Print name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_ Date

EXECUTION VERSION

**EXHIBIT S**

Form of Order

Order for Maintenance of Records Produced in Litigation

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION**

**NETSPHERE, INC., et al.,**

**Plaintiffs,**

vs.

**JEFFREY BARON and  
ONDOVA LIMITED COMPANY,  
et. al.,**

**Defendants.**

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**CIVIL ACTION NO. 3-09-CV-0988-F**

**AGREED ORDER RE: MAINTENANCE OF RECORDS PRODUCED IN LITIGATION**

In accordance with the Mutual Settlement and Release Agreement ("Settlement Agreement") entered into on or about July 2, 2010, and submitted in the matter styled *In re Ondova Limited Company d/b/a Compana, LLC*, Bankruptcy Case No. 09-34784-SGJ-11, in the United States Bankruptcy Court for the Northern District of Texas, Dallas Division, the parties hereby agree as follows:

Gardere Wynne shall maintain, as confidential information, copies of the imaged computers produced to Special Master Peter Vogel by Equivalent Data and any copies which are currently in Equivalent Data's possession during the term of the Pokerstar License Agreement, and shall not allow any Party or third party access to such copies of imaged computers, except pursuant to legal process; provided, however that Gardere Wynne shall provide Jeffrey Baron, Ondova and Manila Industries, Inc., with notice with reasonable opportunity to object prior to any such disclosure. Upon the termination or expiration of the license agreement, Gardere Wynne shall destroy all copies of the imaged computers in its possession.

THEREFORE, having considered the agreement of the parties as set forth above, the Court finds it is supported by good consideration and it is hereby APPROVED; and it is further

ORDERED that this Order shall survive the dismissal of this proceeding.

**IT IS SO ORDERED.**

June \_\_\_\_\_, 2010.

# Exhibit “M”

# **"Exhibit A"**

NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION

NETSPHERE INC.,  
MANILA INDUSTRIES, INC.; and  
MUNISH KRISHAN

Plaintiffs,

vs.

JEFFREY BARON and  
ONDOVA LIMITED COMPANY,  
Defendants

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CIVIL ACTION NO. 3-09CV0988-M

ORDER REGARDING EQUIVALENT DATA

On or before December 18, 2009 Equivalent Data shall transfer copies of all electronically stored information (ESI) which it copied in this case to the Special Master Peter S. Vogel, and on or before December 18, 2009 the parties shall pay the fees and expenses of Equivalent Data as follows:

1. Plaintiffs Netsphere Inc., Manila Industries, Inc., and Munish Krishan shall pay \$27,809.59.
2. Defendant Jeffrey Baron shall pay \$27,809.60 which may include monies in Friedman & Feiger's Trust Funds.

ORDERED this 11<sup>th</sup> of December, 2009.

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

# Exhibit “N”



**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.**

*Henry G. C. George*  
\_\_\_\_\_  
**United States Bankruptcy Judge**

**Signed January 13, 2010**

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

In re:

ONDOVA LIMITED COMPANY,  
  
DEBTOR

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CASE NO. 09-34784-SGJ-11  
Chapter 11

**ORDER APPROVING TRUSTEE'S MOTION FOR APPROVAL OF COMPROMISE  
AND SETTLEMENT WITH LIBERTY MEDIA HOLDINGS, LLC, PURSUANT  
TO RULE 9019, FEDERAL RULES OF BANKRUPTCY PROCEDURE**

At Dallas, Texas came on for consideration the Trustee's Motion for Approval of Compromise and Settlement With Liberty Media Holdings, LLC ("Liberty"), Pursuant to Rule 9019, Federal Rules of Bankruptcy Procedure ("Motion"), filed by Daniel J. Sherman ("Trustee") on December 15, 2009 [Docket No. 175].

Simultaneously with the Motion, the Trustee also filed his Motion for Authority to File Under Seal Settlement Agreement With Liberty Media Holdings, LLC ("Seal Motion). The Court approved the Seal Motion previously and has had an opportunity to review the settlement agreement that is the subject of the Motion.

The Court notes that no responses or objections were filed with respect to the Motion and upon review of the settlement agreement between the Trustee and Liberty, believes that the settlement is a reasonable exercise of the Trustee's business judgment, is fair and equitable and in the best interest of the Debtor's estate and accordingly it should be approved. Included in the proposed settlement is the grant to Liberty of a general unsecured claim in the amount of \$10,000.00.

In light of the following, the Court believes that the settlement should be approved; It is therefore,

ORDERED, ADJUDGED AND DECREED that the settlement agreement proposed in the Motion between the Trustee and Liberty is in all respects granted. It is further,

ORDERED, ADJUDGED AND DECREED that Liberty shall be awarded an allowed general unsecured claim in the amount of \$10,000.00 in this case. It is further,

ORDERED, ADJUDGED AND DECREED that the Trustee is authorized to execute the settlement agreement and take any and all other steps necessary to implement the settlement agreement between the Trustee and Liberty.

IT IS SO ORDERED.

### END OF ORDER ###

Submitted by:  
Raymond J. Urbanik, Esq.  
Texas Bar No. 20414050  
MUNSCH HARDT KOPF & HARR, P.C.  
3800 Lincoln Plaza  
500 North Akard Street  
Dallas, Texas 75201-6659  
Telephone: (214) 855-7500  
Facsimile: (214) 855-7584  
E-mail: rurbanik@munsch.com

ATTORNEYS FOR DANIEL J. SHERMAN,  
CHAPTER 11 TRUSTEE

---

ORDER APPROVING TRUSTEE'S MOTION FOR APPROVAL OF COMPROMISE AND SETTLEMENT WITH  
LIBERTY MEDIA HOLDINGS, LLC, PURSUANT TO RULE 9019, FEDERAL RULES OF BANKRUPTCY  
PROCEDURE – PAGE 2

# Exhibit “O”



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.

*Henry G. C. George*  
United States Bankruptcy Judge

Signed January 13, 2010

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

In re:

ONDOVA LIMITED COMPANY,  
  
DEBTOR

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CASE NO. 09-34784-SGJ-11  
Chapter 11

**ORDER APPROVING TRUSTEE'S MOTION FOR APPROVAL OF COMPROMISE AND SETTLEMENT WITH THE BOARD OF REGENTS, THE UNIVERSITY OF TEXAS SYSTEM, PURSUANT TO RULE 9019, FEDERAL RULES OF BANKRUPTCY PROCEDURE**

At Dallas, Texas came on for consideration the Trustee's Motion for Approval of Compromise and Settlement With the Board of Regents, The University of Texas System ("Texas"), Pursuant to Rule 9019, Federal Rules of Bankruptcy Procedure ("Motion"), filed by Daniel J. Sherman ("Trustee") on December 15, 2009 [Docket No. 177].

Simultaneously with the Motion, the Trustee also filed his Motion for Authority to File Under Seal Settlement Agreement With the Board of Regents, The University of Texas System ("Seal Motion). The Court approved the Seal Motion previously and has had an opportunity to review the settlement agreement that is the subject of the Motion.

The Court notes that no responses or objections were filed with respect to the Motion and upon review of the settlement agreement between the Trustee and Texas, believes that the settlement is a reasonable exercise of the Trustee's business judgment, is fair and equitable and in the best interest of the Debtor's estate and accordingly it should be approved. Included in the proposed settlement is the grant to Texas of an allowed general unsecured claim in the amount of \$268,000.00.

In light of the following, the Court believes that the settlement should be approved; It is therefore,

ORDERED, ADJUDGED AND DECREED that the settlement agreement proposed in the Motion between the Trustee and Texas is in all respects granted. It is further,

ORDERED, ADJUDGED AND DECREED that Texas shall be awarded an allowed general unsecured claim in the amount of \$268,000.00 in this case. It is further,

ORDERED, ADJUDGED AND DECREED that the Trustee is authorized to execute the settlement agreement and take any and all other steps necessary to implement the settlement agreement between the Trustee and Texas.

IT IS SO ORDERED.

### END OF ORDER ###

Submitted by:  
Raymond J. Urbanik, Esq.  
Texas Bar No. 20414050  
MUNSCH HARDT KOPF & HARR, P.C.  
3800 Lincoln Plaza  
500 North Akard Street  
Dallas, Texas 75201-6659  
Telephone: (214) 855-7500  
Facsimile: (214) 855-7584  
E-mail: rurbanik@munsch.com

ATTORNEYS FOR DANIEL J. SHERMAN,  
CHAPTER 11 TRUSTEE

---

ORDER APPROVING TRUSTEE'S MOTION FOR APPROVAL OF COMPROMISE AND SETTLEMENT WITH THE BOARD OF REGENTS, THE UNIVERSITY OF TEXAS SYSTEM, PURSUANT TO RULE 9019, FEDERAL RULES OF BANKRUPTCY PROCEDURE – PAGE 2

# Exhibit “P”

Raymond J. Urbanik  
Texas Bar No. 20414050  
Lee Pannier  
Texas Bar No. 24066705  
**MUNSCH HARDT KOPF & HARR, P.C.**  
3800 Lincoln Plaza  
500 N. Akard Street  
Dallas, Texas 75201-6659  
Telephone: (214) 855-7500  
Facsimile: (214) 855-7584  
[rurbanik@munsch.com](mailto:rurbanik@munsch.com)  
[lpannier@munsch.com](mailto:lpannier@munsch.com)

ATTORNEYS FOR DANIEL J. SHERMAN,  
CHAPTER 11 TRUSTEE

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

In re: §  
ONDOVA LIMITED COMPANY, § Case No. 09-34784-SGJ  
§ (Chapter 11)  
§  
Debtor. §

**TRUSTEE'S MOTION FOR AUTHORITY  
TO SELL PROPERTY OF THE ESTATE**

**THE HEARING DATE ON THIS MOTION IS SET FOR JULY 26, 2011, WHICH IS AT LEAST 24 DAYS FROM THE DATE OF SERVICE HEREOF. NO OBJECTION WILL BE CONSIDERED UNLESS A WRITTEN RESPONSE IS FILED WITH THE CLERK OF THE UNITED STATES BANKRUPTCY COURT AT EARLE CABELL BUILDING, U.S. COURTHOUSE, 14<sup>TH</sup> FLOOR, 1100 COMMERCE STREET, DALLAS, TEXAS 75242 AT LEAST 4 DAYS IN ADVANCE OF SUCH HEARING DATE.**

**ANY RESPONSE MUST BE IN WRITING AND FILED WITH THE CLERK AT THE ADDRESS SET FORTH ABOVE, AND A COPY MUST BE SERVED UPON COUNSEL FOR THE MOVING PARTY PRIOR TO THE DATE AND TIME SET FORTH ABOVE.**

**IF NO RESPONSE IS TIMELY FILED AND SERVED, THEN THE RELIEF REQUESTED HEREIN SHALL BE DEEMED TO BE UNOPPOSED, AND THE COURT MAY ENTER AN ORDER GRANTING THE RELIEF SOUGHT.**

TO THE HONORABLE STACEY G. C. JERNIGAN, U.S. BANKRUPTCY JUDGE:

COMES NOW Daniel J. Sherman (the "Trustee"), the duly-appointed Chapter 11 trustee

of Ondova Limited Company, and files this *Motion for Authority to Sell Property of the Estate* (the "Motion"), respectfully stating as follows:

## I. BACKGROUND

### A. **Jurisdiction**

1. On July 27, 2009 (the "Petition Date"), Ondova Limited Company ("Ondova" or "Debtor") filed its voluntary petition for relief under Chapter 11 of Title 11 of the United States Code (the "Bankruptcy Code"), thereby initiating the above-referenced bankruptcy case (the "Bankruptcy Case") and creating the Debtor's bankruptcy estate (the "Estate").

2. On September 17, 2009, the Court entered its order approving the appointment of the Trustee.

3. This Court has jurisdiction over this Bankruptcy Case and this Motion pursuant to 28 U.S.C. §§ 157 and 1334. Such jurisdiction is core under 28 U.S.C. § 157(b)(2). Venue of the Bankruptcy Case before this Court is appropriate pursuant to 28 U.S.C. §§ 1408 and 1409.

4. The statutory bases for the relief requested herein are sections 105, 327, and 363 of the Bankruptcy Code and Rules 2002, 2014, and 6004 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules").

5. The Trustee is continuing his efforts to wind down this case. The Estate owns eight (8) internet domain names (the "Domain Names") that it must be liquidated.<sup>1</sup> After extensive investigation regarding the best method to sell the Domain Names, the Trustee seeks to employ Sedo.com, LLC ("Sedo") as the broker to facilitate the sale of the Domain Names. Simultaneously with the filing of this Motion, the Trustee is filing a Motion for Authority to Employ Broker ("Motion to Employ") requesting authority to employ Sedo.com, LLC.

---

<sup>1</sup> The Estate is also the owner of Ondova.com and Compana.com, but the Trustee does not believe those internet domain names have value sufficient to list in an auction. The Trustee is in negotiations to sell one potentially valuable domain name and a separate motion will be filed regarding that sale. The Estate also owns "Rosaparks.com" which name likely will be conveyed to a Rosa Parks related organization.

## II. RELIEF REQUESTED

6. By and through the Motion, the Trustee respectfully requests that this Court grant the Trustee the authority to sell the Domain Names pursuant to the terms set forth herein.

### A. **The Sales Process**

7. Sedo offers various types of auction processes. One sales process is a market place online live auction process similar to an E-Bay auction sale. Sedo also offers a more customized auction process for more valuable names. Sedo's MLS Promotion auctions provide a domain name broker who will contact potential interested parties regarding the internet domain name. With these auctions, the seller can establish a reserve and, if needed and appropriate, the Trustee can make decisions about lowering or increasing the reserve price as the auction progresses.

8. The internet Domain Names that the Trustee seeks to sell are as follows:

- (a) budgetnames.com;
- (b) fashionmerchandising.com;
- (c) lowpriceprepaid.com;
- (d) mondial.com;
- (e) reficonsolidation.com;
- (f) spamhaus.com;
- (g) stratonet.com; and
- (h) zvmail.com.

9. The Trustee believes that fashionmerchandising.com, mondial.com and budgetnames.com are the Domain Names that have greater value and anticipates using the Sedo MLS Promotion program to facilitate the sale of the Domain Names. The Trustee will consult with Sedo regarding the best sales method for the less valuable Domain Names.

### III. ARGUMENT AND AUTHORITY

#### A. The Proposed Sale Should Be Approved

##### 1. The Section 363 Standards

10. A trustee may sell property of the estate "other than in the ordinary course of business" with court approval and after notice and a hearing. 11 U.S.C. §363(b)(1). As recognized by the Fifth Circuit, a trustee is entitled to use his or her business judgment in determining whether to sell assets outside of the ordinary course of business. See *Institutional Creditors of Cont'l Air Lines Inc. v. Cont'l Air Lines Inc. (In re Cont'l Air Lines Inc.)*, 780 F.2d 1223, 1226 (5th Cir. 1986). Also, a trustee should be allowed to sell property of the estate outside the ordinary course if that sale benefits the estate and its creditors. See *Four B. Corp. v. Food Barn Stores, Inc.*, 107 F.3d 558, 564-65 (8th Cir. 1997) (reminding courts, when faced with bankruptcy sales, to be mindful of "the ubiquitous desire of the unsecured creditors" and of one of the "primary objective[s] of the Code, to enhance the value of the estate at hand"); *Official Comm. of Subordinated Bondholders v. Integrated Res., Inc.*, 147 B.R. 650, 659 (S.D.N.Y. 1992) (explaining that "[i]t is a well-established principle of bankruptcy law that the objective of bankruptcy sales and the Debtor's duty with respect to such sales is to obtain the highest price or overall greatest benefit possible for the estate" (quoting *In re Atlanta Packaging Prod., Inc.*, 99 B.R. 124, 131 (Bankr. N.D. Ga. 1988)). Therefore, if a trustee exercises his sound business judgment when attempting to sell property of the estate outside the ordinary course of business and if that sale will benefit the estate and its creditors, then a court should approve the sale.

11. Additionally, a trustee may sell property of the estate outside of the ordinary course of business and "free and clear of any interest in such property of an entity other than the estate, only if –

- (1) applicable nonbankruptcy law permits sale of such property free and clear of such interest;
- (2) such entity consents;
- (3) such interest is a lien and the price at which such property is to be sold is greater than the aggregate value of all liens on such property;
- (4) such interest is in bona fide dispute; or
- (5) such entity could be compelled, in a legal or equitable proceeding, to accept a money satisfaction of such interest."

11 U.S.C. § 363(f).

12. Satisfaction of any one of the five requirements listed above will suffice to permit a sale "free and clear" of liens, claims and encumbrances. *In re CPower Products, Inc.*, 230 B.R. 800 (Bankr. N.D. Tex. 1998) (stating that, for a sale of assets free and clear of liens, claims and encumbrances, "...one of the conditions of 363(f)(1) through (5) must be met").

## **2. Application Of The Section 363 Standards**

13. The Trustee has concluded, as an exercise of his sound business judgment, that the sale of the Domain Names is in the best interest of the Estate and all parties-in-interest. The sale of the Domain Names shall be free and clear of any and all interests, claims, and encumbrances.

## **B. A Waiver Of The Fourteen-Day Stay Under Bankruptcy Rule 6004(h) Is Justifiable**

14. Bankruptcy Rule 6004(h) provides that an "order authorizing the use, sale, or lease of property . . . is stayed until the expiration of 14 days after entry of the order, unless the court orders otherwise." Fed. R. Bankr. P. 6004(h).

15. The Trustee submits that waiving the fourteen (14) day stay under Bankruptcy Rule 6004(h) is appropriate under the circumstances. The Trustee is wind-downing the Estate and, as a result, the Trustee submits that the Domain Names should be marketed and sold as soon as possible.

**IV. PRAYER**

WHEREFORE, PREMISES CONSIDERED, the Trustee respectfully requests that the Court enter an order: (i) granting this Motion; (ii) granting the Trustee the authority to sell the Domain Names subject to the terms set forth herein; (iii) waiving the fourteen (14) day stay under Bankruptcy Rule 6004(h); and (iv) granting the Trustee such other and further relief to which he has shown himself to be justly entitled.

Respectfully submitted this 22<sup>nd</sup> day of June, 2011.

**MUNSCH HARDT KOPF & HARR, P.C.**

By: /s/ Raymond J. Urbanik  
Raymond J. Urbanik  
Texas Bar No. 20414050  
Lee Pannier  
Texas Bar No. 24066705  
3800 Lincoln Plaza  
500 N. Akard Street  
Dallas, Texas 75201-6659  
Telephone: (214) 855-7500  
Facsimile: (214) 855-7584  
[rurbanik@munsch.com](mailto:rurbanik@munsch.com)  
[lpannier@munsch.com](mailto:lpannier@munsch.com)

**ATTORNEYS FOR DANIEL J. SHERMAN,  
CHAPTER 11 TRUSTEE**

**CERTIFICATE OF SERVICE**

I hereby certify that, on June 22, 2011, a true and correct copy of the foregoing document was sent to all parties requesting electronic service through the Court's ECF system.

/s/ Raymond J. Urbanik  
Raymond J. Urbanik

# Exhibit “Q”

Dennis Olson  
State Bar No. 15273500  
OLSON NICOUD & GUECK, L.L.P.  
1201 Main Street, Suite 2470  
Dallas, Texas 75202  
(214) 979-7302 – Telephone  
(214) 979-7301 – Facsimile  
Email: [denniso@dallas-law.com](mailto:denniso@dallas-law.com)

ATTORNEYS FOR NOVO POINT LLC

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

In re:

ONDOVA LIMITED COMPANY,

Debtor.

§  
§  
§  
§  
§  
§

Case No. 09-34784-SGJ  
(Chapter 11)

**NOVO POINT LLC's OBJECTION TO  
TRUSTEE'S MOTION FOR AUTHORITY  
TO SELL PROPERTY OF THE ESTATE**

TO THE HONORABLE STACEY G. C. JERNIGAN, U.S. BANKRUPTCY JUDGE:

COMES NOW Novo Point, LLC ("Novo Point") and files this its Objection to Trustee's Motion for Authority to Sell Property of the Estate and would respectfully show the Court as follows:

**I. BACKGROUND**

1. On or about June 22, 2011, the Trustee filed his Trustee's Motion for Authority to Sell Property of the Estate seeking authority to sell eight (8) specified domain names pursuant to the authority granted in sections 105, 327, and 363 of the Bankruptcy Code and Rules 2002, 2014, and 6004 of the Federal Rules of Bankruptcy Procedure.

2. In such Motion, the Trustee alleges that the Estate owns the eight (8) specified internet domain names (“the Domain Names”) which he claims must be liquidated.

3. Novo Point objects to the Trustee’s Motion as the Estate does not own the names he now seeks to sell. Rather, Novo Point is the owner of these names pursuant to a previous assignment by Ondova Limited Company (“Ondova”) to Macadamia Management, LLC (“Macadamia”) on December 30, 2005, a copy of which is attached hereto as Exhibit “A” and is incorporated herein for all purposes (“the Assignment”).

4. Pursuant to the terms and conditions of the Assignment, Ondova conveyed all right, title and interest which it had in “All domain names owned by Assignor on December 29, 2005, as registrant, less those domain names that are currently subject to active claims...”

5. Of the eight domain names which the Trustee seeks authority to sell, Novo Point understands that the following five domain names were registered with Ondova Limited Company on or before December 29, 2005 and were not subject to active claims:

- |                             |                                     |
|-----------------------------|-------------------------------------|
| a. Budgetnames.com          | originally registered on 11-14-2003 |
| b. Fashionmerchandising.com | originally registered on 08-12-1999 |
| c. Mondial.com              | originally registered on 03-24-2004 |
| d. Spamhaus.com             | originally registered on 01-18-2003 |
| e. Stratonet.com            | originally registered on 09-23-2002 |

Accordingly, each of the above domain names was conveyed pursuant to the Assignment from Ondova to Macadamia dated December 30, 2005, and Ondova has no ownership interest in these names.

6. Moreover, until relatively recently, Ondova Limited Company was an approved domain registration company. Domain registration companies do not own the names which are

registered with them. In fact ICANN policies and requirements prohibit registrar companies from owning domain names.

7. Ondova presumably assigned all of its right, title and interest to Macadamia in order to comply with the ICANN requirements/policies which prohibit a registrar from owning names.

8. Macadamia, a US Virgin Islands limited liability company, filed a Change of Name Certificate with the Secretary of State's office of the US Virgin Islands on March 10, 2006, pursuant to which it changed its name to Blue Horizon Limited Liability Company ("Blue Horizon"). A true and correct copy of the Virgin Islands Secretary of State's certificate accepting the name change is attached as Exhibit "B" and is incorporated herein for all purposes.

9. Novo Point is the successor in interest to all Blue Horizon domain names pursuant to the Mutual Settlement and Release Agreement which was approved by the Court on or about July 28, 2010 and which became a final Order on or about August 28, 2010 ("the Settlement Agreement"). Pursuant to the Settlement Agreement, Ondova and the Trustee quitclaimed "any interest in any and all domain names that were previously 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, pokerstar.com and servers.com and the Excluded Disputed Domains." As Ondova had previously assigned all of its right, title and interest in these names, neither it nor the Trustee had any ownership interest to quitclaim in such names. Ownership was transferred to Novo Point by virtue of the quitclaim from Blue Horizon which was a part of the Settlement Agreement.

10. Moreover, the Mutual Settlement and Release Agreement conspicuously lacks any quitclaim, assignment or transfer of any parties' interests in the Excluded Disputed Domains

to Ondova or to the Trustee. Absent such a quitclaim, assignment, transfer or other conveyance to either Ondova or the Trustee, neither Ondova, nor the Trustee has any ownership in such names, and they should not now be allowed to sell assets which they do not own.

11. Accordingly, Novo Point, objects to the Trustee's Motion for Authority to Sell these assets and requests that the Trustee's Motion be in all things denied.

## II PRAYER

WHEREFORE, PREMISES CONSIDERED, Novo Point respectfully requests that the Court enter an Order Denying the Trustee's Motion for Authority to Sell Property of the Estate.

Respectfully submitted this 22<sup>nd</sup> day of July, 2011.

Respectfully submitted,

OLSON NICOUD & GUECK, L.L.P.  
1201 Main Street, Suite 2470  
Dallas, Texas 75202  
(214) 979-7302 - Telephone  
(214) 979-7301 - Facsimile  
Email: [denniso@dallas-law.com](mailto:denniso@dallas-law.com)

By: /s/ Dennis Olson  
Dennis Olson  
State Bar No. 15273500

ATTORNEYS FOR NOVO POINT LLC

**LAW OFFICES OF  
CHRISTOPHER A. PAYNE, PLLC**

By: /s/ Christopher A. Payne

Christopher A. Payne

State Bar No. 15651500

5055 Addison Circle, Unit 428

Addison, TX 75001

Telephone: (214) 484-6598

Facsimile: (214) 484-6598

Email: [cpayne@cappc.com](mailto:cpayne@cappc.com)

**CERTIFICATE OF SERVICE**

I hereby certify that, on July 22, 2011, a true and correct copy of the foregoing document was sent to all parties requesting electronic service through the Court's ECF system.

/s/ Dennis Olson

Dennis Olson

# Exhibit A

ASSIGNMENT

THIS ASSIGNMENT ("Assignment") is dated as of December 30, 2005 from ONDOVA LIMITED COMPANY, a ~~California~~ <sup>WYOMING</sup> corporation ("Assignor"), to MACADAMIA MANAGEMENT, LLC, a U.S. Virgin Islands limited liability 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 and to the assets listed on Exhibit A attached hereto (the "Assets") in exchange for Assignee's payment of \$460,560, as evidenced by Assignee's Secured Promissory Note of even date herewith.

2. Assignor will take such additional steps necessary to register the Assets in Assignee's name over a reasonably practicable time period and will take such additional actions, and execute and deliver to Assignee such instruments of sale, transfer, conveyance, and such consents, assurances, powers of attorney, and other instruments necessary in order to vest in Assignee all right, title, and interest of Assignor in and to the Assets and otherwise to carry out the purpose and intent of this Assignment.

3. This Assignment may be signed in any number of counterparts. Any single counterpart or a set of counterparts signed in either case by the Assignor and the Assignee shall constitute a full and original Assignment for all purposes. 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 Assignment to be executed and delivered on the date first above written.

ASSIGNOR:

ASSIGNEE:

Ondova Limited Company,  
A Wyoming limited liability company

Macadamia Management, LLC,  
A U.S. Virgin Islands  
limited liability company

By: Jeff Bar  
Its: PRESIDENT

By: \_\_\_\_\_  
Its: \_\_\_\_\_

DEC. 30. 2005 5:34AM @ 3 T

NO. 3787 P. 14/55

**ASSIGNMENT**

THIS ASSIGNMENT ("Assignment") is dated as of December 30, 2005 from ONDOVA LIMITED COMPANY, a California corporation ("Assignor"), to MACADAMIA MANAGEMENT, LLC, a U.S. Virgin Islands limited liability 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 and to the assets listed on Exhibit A attached hereto (the "Assets") in exchange for Assignee's payment of \$460,560, as evidenced by Assignee's Secured Promissory Note of even date herewith.

2. Assignor will take such additional steps necessary to register the Assets in Assignee's name over a reasonably practicable time period and will take such additional actions, and execute and deliver to Assignee such instruments of sale, transfer, conveyance, and such consents, assurances, powers of attorney, and other instruments necessary in order to vest in Assignee all right, title, and interest of Assignor in and to the Assets and otherwise to carry out the purpose and intent of this Assignment.

3. This Assignment may be signed in any number of counterparts. Any single counterpart or a set of counterparts signed in either case by the Assignor and the Assignee shall constitute a full and original Assignment for all purposes. 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 Assignment to be executed and delivered on the date first above written.

**ASSIGNOR:**

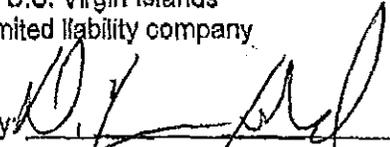
Ondova Limited Company,  
A Wyoming limited liability company

By: \_\_\_\_\_

Its: \_\_\_\_\_

**ASSIGNEE:**

Macadamia Management, LLC,  
A U.S. Virgin Islands  
limited liability company

By:  \_\_\_\_\_

Its: Managers \_\_\_\_\_

**EXHIBIT A**

**ASSETS**

1. All domain names owned by Assignor on December 29, 2005, as registrant, less those domain names that are currently subject to active claims. The approximate number of domain names that are not subject to claims is 2,500 and the approximate number of domain names that are subject to claims is 20.
2. Referral fee agreements in existence on December 29, 2005.



**SECURED PROMISSORY NOTE**

**Date:** 30 December 2005

**Principal Amount:** \$460,560

**Borrower:** Macadamia Management, LLC, a U.S. Virgin Islands limited liability company having its principal offices in St. Thomas, US Virgin Islands

**Borrower's Mailing Address:** 2GA Ridge Road  
Estate Nazareth  
St. Thomas, US Virgin Islands, 00805

**Lender:** Ondova Limited Company, a Wyoming limited liability company having its principal offices in Carrollton, Texas

**Place for Payment:** P. O. Box 111501  
Carrollton, TX 75011

**Annual Interest Rate:** 5.0%

**Annual Interest Rate on Matured, Unpaid Amounts:** 10.0%

**Maturity Date:** 30 December 2015

**Terms of Payment (principal and interest):**

The Principal Amount and interest are due and payable in equal annual installments of \$59,644.63, beginning 30 December 2006, and continuing until the unpaid principal and accrued, unpaid interest have been paid in full. Payments will be applied first to accrued interest and the remainder to reduction of the Principal Amount. An amortization schedule reflecting the payments to be made on the loan is attached hereto as Exhibit A.

Borrower promises to pay to the order of Lender the Principal Amount plus interest at the Annual Interest Rate. This note is payable at the Place for Payment and according to the Terms of Payment. All unpaid amounts are due by the Maturity Date. After the Maturity Date, Borrower promises to pay any unpaid principal balance plus interest at the Annual Interest Rate on Matured, Unpaid Amounts.

If Borrower defaults in the payment of this note or in the performance of any obligation in any instrument securing or collateral to this note, Lender may declare the unpaid principal balance, earned interest, and any other amounts owed on the note immediately due. Borrower and each surety, endorser, and guarantor waive all demand for payment, presentation for payment, notice of intention to accelerate maturity, notice of acceleration of maturity, protest, and notice of protest, to the extent permitted by law.

DEC. 30. 2005 5:34AM G. B T

NO. 3787 P. 17/55

A default exists under this note if (1) Borrower fails to timely pay or perform any obligation or covenant in any written agreement between Lender and Borrower; or (2) any warranty, covenant, or representation in this note or in any other written agreement between Lender and Borrower is materially false when made.

Borrower also promises to pay reasonable attorney's fees and court and other costs if this note is placed in the hands of an attorney to collect or enforce the note. Borrower will pay Lender these expenses and interest on demand at the Place for Payment. These expenses will become part of the debt evidenced by the note and will be secured by any security for payment.

Interest on the debt evidenced by this note will not exceed the maximum rate or amount of nonusurious interest that may be contracted for, taken, reserved, charged, or received under law. Any interest in excess of that maximum amount will be credited on the Principal Amount or, if the Principal Amount has been paid, refunded. On any acceleration or required or permitted prepayment, any excess interest will be canceled automatically as of the acceleration or prepayment or, if the excess interest has already been paid, credited on the Principal Amount or, if the Principal Amount has been paid, refunded. This provision overrides any conflicting provisions in this note and all other instruments concerning the debt.

**Security for Payment:**

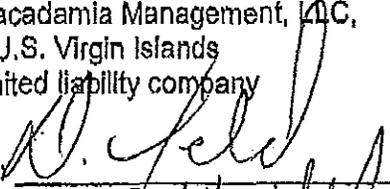
This note is being executed in conjunction with an Assignment of even date, under which Borrower, as Assignee, is purchasing from Lender, as Assignor, the rights to certain Assets that the Lender owns at this time. This note is secured by a Security Agreement, also of even date, executed by Borrower as the Debtor in favor of Lender as the Secured Party, and which covers the Collateral listed on Exhibit A to the Security Agreement.

**Counterparts:**

This note may be signed in any number of counterparts. Any single counterpart or a set of counterparts signed in either case by all the parties hereto shall constitute a full and original Secured Promissory Note for all purposes. A facsimile copy or an electronic image of a signed counterpart shall be deemed to be equivalent to a signed original.

**BORROWER:**

Macadamia Management, LLC,  
a U.S. Virgin Islands  
limited liability company

By: 

Print Name: D. Klein

Title: Manager

**LENDER:**

Ondova Limited Company,  
a Wyoming limited liability company

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

A default exists under this note if (1) Borrower fails to timely pay or perform any obligation or covenant in any written agreement between Lender and Borrower; or (2) any warranty, covenant, or representation in this note or in any other written agreement between Lender and Borrower is materially false when made.

Borrower also promises to pay reasonable attorney's fees and court and other costs if this note is placed in the hands of an attorney to collect or enforce the note. Borrower will pay Lender these expenses and interest on demand at the Place for Payment. These expenses will become part of the debt evidenced by the note and will be secured by any security for payment.

Interest on the debt evidenced by this note will not exceed the maximum rate or amount of nonusurious interest that may be contracted for, taken, reserved, charged, or received under law. Any interest in excess of that maximum amount will be credited on the Principal Amount or, if the Principal Amount has been paid, refunded. On any acceleration or required or permitted prepayment, any excess interest will be canceled automatically as of the acceleration or prepayment or, if the excess interest has already been paid, credited on the Principal Amount or, if the Principal Amount has been paid, refunded. This provision overrides any conflicting provisions in this note and all other instruments concerning the debt.

**Security for Payment:**

This note is being executed in conjunction with an Assignment of even date, under which Borrower, as Assignee, is purchasing from Lender, as Assignor, the rights to certain Assets that the Lender owns at this time. This note is secured by a Security Agreement, also of even date, executed by Borrower as the Debtor in favor of Lender as the Secured Party, and which covers the Collateral listed on Exhibit A to the Security Agreement.

**Counterparts:**

This note may be signed in any number of counterparts. Any single counterpart or a set of counterparts signed in either case by all the parties hereto shall constitute a full and original Secured Promissory Note for all purposes. A facsimile copy or an electronic image of a signed counterpart shall be deemed to be equivalent to a signed original.

**BORROWER:**

Macadamia Management, LLC,  
a U.S. Virgin Islands  
limited liability company

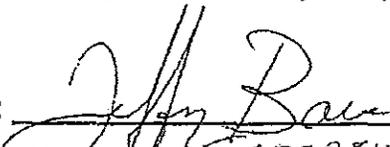
By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**LENDER:**

Ondova Limited Company,  
a Wyoming limited liability company

By:   
Print Name: JEFFREY BARON

Title: PRESIDENT

12/16/2005 2:55:10 PM Page 1

Ondova - Secured Promissory Note

Compound Period ..... : Annual

Nominal Annual Rate .... : 5.000 %

## AMORTIZATION SCHEDULE - Normal Amortization

	Date	Payment	Interest	Principal	Balance
Loan	12/30/2005				460,560.00
2005 Totals		0.00	0.00	0.00	
1	12/30/2006	59,644.63	23,028.00	36,616.63	423,943.37
2006 Totals		59,644.63	23,028.00	36,616.63	
2	12/30/2007	59,644.63	21,197.17	38,447.46	385,495.91
2007 Totals		59,644.63	21,197.17	38,447.46	
3	12/30/2008	59,644.63	19,274.80	40,369.83	345,126.08
2008 Totals		59,644.63	19,274.80	40,369.83	
4	12/30/2009	59,644.63	17,256.30	42,388.33	302,737.75
2009 Totals		59,644.63	17,256.30	42,388.33	
5	12/30/2010	59,644.63	15,136.89	44,507.74	258,230.01
2010 Totals		59,644.63	15,136.89	44,507.74	
6	12/30/2011	59,644.63	12,911.50	46,733.13	211,496.88
2011 Totals		59,644.63	12,911.50	46,733.13	
7	12/30/2012	59,644.63	10,574.84	49,069.79	162,427.09
2012 Totals		59,644.63	10,574.84	49,069.79	
8	12/30/2013	59,644.63	8,121.35	51,523.28	110,903.81
2013 Totals		59,644.63	8,121.35	51,523.28	
9	12/30/2014	59,644.63	5,545.19	54,099.44	56,804.37
2014 Totals		59,644.63	5,545.19	54,099.44	
10	12/30/2015	59,644.63	2,840.26	56,804.37	0.00
2015 Totals		59,644.63	2,840.26	56,804.37	
Grand Totals		596,446.30	135,886.30	460,560.00	

SECURED PROMISSORY NOTE  
EXHIBIT A

13-10696.14717



**SECURITY AGREEMENT**

**Date:** 30 December 2005

**Debtor:** Macadamia Management, LLC, a U.S. Virgin Islands limited liability company having its principal offices in St. Thomas, US Virgin Islands

**Debtor's Mailing Address:** 2GA Ridge Road  
Estate Nazareth  
St. Thomas, US Virgin Islands, 00805

**Secured Party:** Ondova Limited Company, a Wyoming limited liability company having its principal offices in Carrollton, Texas

**Secured Party's Mailing Address:** P. O. Box 111501  
Carrollton, TX 75011

**Collateral (including all accessions):** All of Debtor's interest in the assets listed on Exhibit A attached hereto

**Obligation:**

Promissory Note executed of even date herewith, partially described as follows:

**Date:** 30 December 2005

**Amount:** \$460,560

**Maker:** Macadamia Management, LLC, a US Virgin Islands limited liability company having its principal offices in St. Thomas, US Virgin Islands

**Payee:** Ondova Limited Company, a Texas limited liability company having its principal offices in Carrollton, Texas

**Final Maturity Date:** 30 December 2015

**Terms of Payment:** As set forth therein

Debtor hereby grants to Secured Party a security interest in the Collateral and all of its proceeds to secure payment and performance of Debtor's obligations under

this Security Agreement and all renewals, modifications, and extensions of any part of the Obligation.

Debtor's Warranties:

1. Other Security Interests. Except for any in favor of Secured Party, no part of the Collateral is subject to any previous pledge or grant of a security interest therein; and except for the interest granted to the Secured Party pursuant to this Security Agreement, the Debtor owns (and will keep) the Collateral free and clear of all liens, security interests, claims, charges, restrictions, and other encumbrances whatsoever, and shall not, without the prior written consent of the Secured Party, sell, assign, pledge, transfer, mortgage, or otherwise dispose of all or any part of the Collateral, or all or any part of any of Debtor's interest therein.
2. Ownership. Debtor owns the Collateral and has the authority to grant this security interest. The Debtor's ownership is free from any setoff, claim, restriction, lien, security interest, or encumbrance of which Debtor is aware, except this security interest and any liens for taxes not yet due.

Debtor's Covenants:

1. Protection of Collateral. Debtor will defend the Collateral against all claims and demands adverse to Secured Party's interest in it and will keep it free from all liens except those for taxes not yet due and from all security interests except this one. The Collateral will remain in Debtor's possession or control at all times, except as otherwise provided in this Security Agreement.
2. Costs. Debtor will pay all expenses incurred in obtaining, preserving, registering, defending, and enforcing this security interest or the Collateral and in collecting or enforcing the Obligation. Expenses for which Debtor is liable include, but are not limited to, taxes, assessments, reasonable attorney's fees, and other legal expenses.
3. Additional Documents and Actions. Debtor will sign any documents and will take any additional actions that Secured Party considers necessary to obtain, maintain, and register this security interest or to comply with any applicable law.
4. Notice of Changes. Debtor will immediately notify Secured Party of any: (a) material change in the Collateral; (b) change in the Debtor's name, address, or location; (c) change in any matter warranted or represented in this Security Agreement; (d) change that may affect this security interest; and (e) event of default.

5. Sale. Debtor will not distribute any assets from the Collateral that would have the effect of reducing the value of the Collateral without the prior written consent of Secured Party.

Events of Default:

Each of the following conditions is an event of default:

1. if Debtor defaults in timely payment or performance of the Obligation;
2. if any warranty, covenant, or representation made to Secured Party by or on behalf of Debtor proves to have been false in any material respect when made;
3. if any financing statement of the Collateral that is not related to this security interest and that does not favor Secured Party is filed;
4. if Debtor fails to execute any document that Secured Party considers necessary to obtain, maintain, and register this security interest or to comply with any applicable law; and
5. if any lien attaches to any of the Collateral.

Remedies of Secured Party on Default:

During the existence of any event of default, Secured Party may declare the unpaid principal and earned interest of the Obligation immediately due in whole or part, enforce the Obligation, and exercise any rights and remedies granted under applicable law or by this Security Agreement, including the following:

1. require the Debtor to deliver to Secured Party all books and records relating to the Collateral;
2. require the Debtor to sell, lease, or otherwise dispose of any of the Collateral in accord with the rights, remedies, and duties of a secured party under applicable law after giving any required notice;
3. require the Debtor to apply any proceeds from disposition of the Collateral after default in the manner specified under applicable law, but including payment of Secured Party's reasonable attorney's fees and court expenses; and
4. if disposition of the Collateral leaves the Obligation unsatisfied, collect the deficiency from Debtor.

General Provisions:

1. Parties Bound. Secured Party's rights under this Security Agreement shall also inure to the benefit of its successors and assigns. Assignment of any part of the Obligation and delivery by

Secured Party of any part of the Collateral will fully discharge Secured Party from responsibility for that part of the Collateral. If Debtor is more than one, all their representations, warranties, and agreements are joint and several. Debtor's obligations under this Security Agreement shall bind Debtor's successors and assigns.

2. Waiver. Neither delay in exercise nor partial exercise of any of Secured Party's remedies or rights shall waive further exercise of those remedies or rights. Secured Party's failure to exercise remedies or rights does not waive subsequent exercise of those remedies or rights. Secured Party's waiver of any default does not waive further default. Secured Party's waiver of any right in this Security Agreement or of any default is binding only if it is in writing. Secured Party may remedy any default without waiving it.
3. Reimbursement. If Debtor fails to perform any of Debtor's obligations, Secured Party may perform those obligations and be reimbursed by Debtor on demand at the place where the Obligation is payable for any sums so paid, including attorney's fees and other legal expenses, plus interest on those sums from the dates of payment at the rate stated in the note for matured, unpaid amounts. The sum to be reimbursed shall be secured by this Security Agreement.
4. Modifications. No provisions of this Security Agreement shall be modified or limited except by written agreement.
5. Severability. The unenforceability of any provision of this Security Agreement will not affect the enforceability or validity of any other provision.
6. Applicable Law. This Security Agreement will be governed by and construed under the laws of Texas.
7. Place of Performance. This Security Agreement is to be performed in Texas.
8. Singular and Plural. When the context requires, singular nouns and pronouns include the plural.
9. Priority of Security Interest. This security interest shall neither affect nor be affected by any other security for any part of the Obligation. Neither extensions of any part of the Obligation nor releases of any of the Collateral will affect the priority or validity of this security interest with reference to any third person.
10. Cumulative Remedies. Foreclosure of this security interest by suit does not limit Secured Party's remedies, including the right to sell

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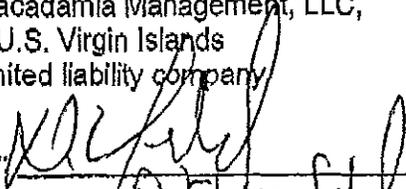
the Collateral under the terms of this Security Agreement. All remedies of Secured Party may be exercised at the same or different times, and no remedy shall be a defense to any other. Secured Party's rights and remedies include all those granted by law or otherwise, in addition to those specified in this Security Agreement.

- 11. Counterparts. This Security Agreement may be signed in any number of counterparts. Any single counterpart or a set of counterparts signed in either case by all the parties hereto shall constitute a full and original Security Agreement for all purposes. A facsimile copy or an electronic image of a signed counterpart shall be deemed to be equivalent to a signed original.

IN WITNESS WHEREOF, the parties hereto have executed this Security Agreement on the date first written above.

**DEBTOR:**

Macadamia Management, LLC,  
a U.S. Virgin Islands  
limited liability company

By:   
 Print Name: D. Crawford  
 Title: Manager

**SECURED PARTY:**

Ondova Limited Company,  
a Texas limited liability company

By: \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

the Collateral under the terms of this Security Agreement. All remedies of Secured Party may be exercised at the same or different times, and no remedy shall be a defense to any other. Secured Party's rights and remedies include all those granted by law or otherwise, in addition to those specified in this Security Agreement.

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Macadamia Management, LLC,  
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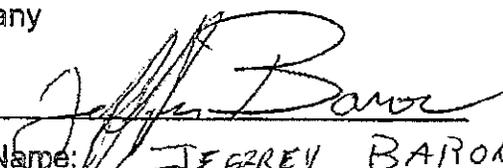
By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

SECURED PARTY:

Ondova Limited Company,  
a Wyoming limited liability  
company

By:  \_\_\_\_\_

Print Name: JEFFREY BARON

Title: PRESIDENT

EXHIBIT A

DESCRIPTION OF COLLATERAL

1. All domain names owned by Assignor on December 29, 2005, as registrant, less those domain names that are currently subject to active claims. The approximate number of domain names that are not subject to claims is 2,500 and the approximate number of domain names that are subject to claims is 20.
2. Referral fee agreements in existence on December 29, 2005.