

Case No. 10-11202
IN THE UNITED STATES COURT OF APPEALS
FOR THE FIFTH CIRCUIT

NETSPHERE, INC. et al.,
Plaintiffs,
v.
JEFFREY BARON,
Defendant/Appellant,
v.
ONDOVA LIMITED COMPANY,
Defendant/Appellee.

Consolidated with 11-10113

NETSPHERE, INC. et al.,
Plaintiffs,
v.
JEFFREY BARON, et al.,
Defendants,
v.
QUANTEC L.L.C.; NOVO POINT L.L.C.,
Movants – Appellants,
v.
PETER S. VOGEL,
Appellee.

Consolidated with 11-10289

NETSPHERE, INC. et al.,
Plaintiffs,
v.
JEFFREY BARON,
Defendant - Appellant,
v.
DANIEL J. SHERMAN,
Appellee,

Consolidated with 11-10290

NETSPHERE, INC. et al.,
Plaintiffs,
v.
JEFFREY BARON, et al.,
Defendants,
v.
QUANTEC L.L.C.; NOVO POINT L.L.C.,
Movants – Appellants,
v.
PETER S. VOGEL,
Appellee.

Consolidated with 11-10390

NETSPHERE, INC. et al.,
Plaintiffs,
v.
JEFFREY BARON,
Defendant - Appellant,
v.
QUANTEC L.L.C.; NOVO POINT L.L.C.,
Movants – Appellants,
v.
ONDOVA LIMITED COMPANY,
Defendant – Appellee,
v.
PETER S. VOGEL,
Appellee.

Consolidated with 11-10501

NETSPHERE, INC. et al.,
Plaintiffs,
v.
JEFFREY BARON,
Defendant - Appellant,
QUANTEC L.L.C.; NOVO POINT, L.L.C.,

Movants – Appellants,

CARRINGTON, COLEMAN, SLOMAN & BLUMENTHAL, L.L.P.,
Appellant,

v.

PETER S. VOGEL; DANIEL J. SHERMAN,
Appellees.

Appeal From Various Orders of the United States
District Court Northern District of Texas, Dallas Division
Civil Action 3-09CV0988-F

**TRUSTEE'S RESPONSE TO
NOVO POINT LLC'S EMERGENCY MOTION TO STAY
(DOCUMENT NO. 00511665810)**

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TABLE OF CONTENTS

TABLE OF CONTENTS	i
TABLE OF AUTHORITIES	ii
INTRODUCTION	1
I. Novo Point has never owned Petfinders.com, and the argument for its ownership made in the Motion to Stay based on deliberate lies.	1
A. There is no competent evidence the Ondova ever transferred Petfinders.com to anyone.	2
B. The claim that Novo Point is a successor to Macadamia with respect to Petfinders.com is based on a deliberate lie.	3
C. The truth about Petfinders.com.....	4
II. Mr. Schepps had no authority to file the Motion to Stay on behalf of Novo Point, and is acting on his own initiative or for third parties that have not appeared in this case.	5
III. Mr. Schepps’ arguments concerning the value of Petfinders.com are misleading.	7
IV. Additional grounds for sanctions against Mr. Schepps.....	8
A. Mr. Schepps lied concerning ownership of the petfinders.com domain name.	8
B. Mr. Schepps is the driving force behind the Petfinders LLC sham and all of the other supposed actions of Novo Point in this Court and the Courts below.	9
CONCLUSION	12
CERTIFICATE OF SERVICE	13

TABLE OF AUTHORITIES

	Page(s)
CASES	
Securities and Exchange Commission v. Spence & Green Chemical Co., 612 F.2d 896, 903 (5 th Cir. 1980)	6
OTHER AUTHORITIES	
Appellate Rule 8(a)(2)(B)(ii)	1

**TRUSTEE'S RESPONSE TO
NOVO POINT LLC'S EMERGENCY MOTION TO STAY
(DOCUMENT NO. 00511665810)**

Daniel J. Sherman, Trustee of the Ondova Company Limited bankruptcy estate ("Trustee") files this Response to Novo Point LLC's Emergency Motion to Stay as follows:

INTRODUCTION

Mr. Schepps' Motion to Stay is a fraud. Novo Point does not own or have any interest in the domain name Petfinders.com, a fact of which Mr. Schepps is well aware. Mr. Schepps does not represent Novo Point, and is acting on his own initiative or for unnamed third parties. The Motion to Stay should be denied, and Mr. Schepps should be sanctioned for his misconduct in this Court and the Courts below.

I. Novo Point has never owned Petfinders.com, and the argument for its ownership made in the Motion to Stay based on deliberate lies.

Appellate Rule 8(a)(2)(B)(ii) requires that a Motion to Stay be accompanied by originals or copies of affidavits or sworn statements supporting the facts in it. There is no such affidavit or sworn statement attached to Mr. Schepp's Motion to Stay. This is no doubt because Mr. Schepps prefers to avoid the penalties associated with perjury. Whatever the reason, the absence of an affidavit or sworn

statement means that nothing in the Motion need be taken as true. In fact, the most important statements in it are lies.

A. There is no competent evidence the Ondova ever transferred Petfinders.com to anyone.

Mr. Schepps concedes that Petfinders.com was originally registered to Ondova Limited Company (“Ondova”).¹ In order to get Petfinders.com from Ondova to Novo Point Mr. Schepps first claims that an assignment dated December 30, 2005 conveyed the name to an entity called Macadamia Management LLC.² (“Macadamia”) There is no evidence that the assignment is authentic. It was apparently signed by Mr. Schepps’ other client, Jeffrey Baron, and so it would have been trivially easy for Mr. Schepps to obtain a sworn statement of its authenticity. Mr. Schepps did not do so, and this Court may justifiably conclude that the purported assignment is not authentic.

The assignment itself does not specify what domain names were transferred, but does on its face confirm that some were not.³ Mr. Schepps’ explanation of why the assignment should be read to include Petfinders.com is not supported by any affidavit or sworn statement, so even if the assignment were authentic there would be no evidence that Petfinders.com was one of the transferred names to

¹ Motion to Stay at 11.

² Motion to Stay at 11.

³ Exhibit A to Motion to Stay at page 8 of 24.

Macadamia. There is simply no evidence that Ondova ever transferred the Petfinders.com domain name to anyone.

B. The claim that Novo Point is a successor to Macadamia with respect to Petfinders.com is based on a deliberate lie.

The next step in Mr. Schepps' supposed chain of title comes from the Mutual Settlement and Release Agreement (the "Settlement Agreement") that Ondova, Mr. Baron and a host of other parties signed in July of 2010. No copy of the Settlement Agreement is attached to the Motion to Stay,⁴ and Mr. Schepps omits to quote those portions of the Settlement Agreement that demonstrate his claims are false.

Mr. Schepps relies on the following language from paragraph 4 of the Settlement Agreement:

[settlement parties including Blue Horizon and the Trustee] 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.⁵

The quitclaim excludes the "Excluded Disputed Domains, so if Petfinders.com was among them its ownership did not change." The Settlement Agreement defines "Excluded Disputed Domains" as "the list of twelve (12) domain names identified

⁴ A copy is attached as Exhibit 1 to this Response.

⁵ Settlement Agreement at p. 8, paragraph 4.

in an email from Raymond J. Urbanik to Gerrit Pronske on June 2, 2010.”⁶ The June 2, 2010 email⁷ lists Petfinders.com as one of the “Excluded Disputed Domains.” The Settlement Agreement proves exactly the opposite of what Mr. Schepps claims, for it proves that Petfinders.com was *not* transferred to Novo Point.

Mr. Schepps does not include the definition of “Excluded Disputed Domains” in his Motion to Stay, and also omits any mention of the June 2, 2010 email. Mr. Schepps was well aware of the email's existence because he attached it as an Exhibit to the Emergency Motion for Stay Mr. Schepps filed on behalf of Jeffrey Baron on October 31, 2011.⁸ Mr. Schepps knows the truth, and his claim that Petfinders.com was quitclaimed to Novo Point in the Settlement Agreement was a deliberate lie.

C. The truth about Petfinders.com

On the date the Ondova bankruptcy petition was filed Petfinders.com was registered to Ondova and was, therefore, presumptively property of the bankruptcy estate.⁹ Until Mr. Schepps’ filing in the Bankruptcy Court on behalf of Petfinders LLC none of the parties to the Settlement Agreement, including his client Mr.

⁶ Settlement Agreement at pp. 7-8, paragraph 3.E.

⁷ See, copy of Declaration of Damon Nelson attached as Exhibit 2 to this Response.

⁸ Document No. 00511655467 filed in Case No. 10-11202 at p. 44.

⁹ See, Exhibit 2, Declaration of Damon Nelson.

Baron, contested that ownership. The present Motion is nothing more than a deliberate attempt to obstruct the administration of the Ondova bankruptcy through a filing that rests on a falsehood.

II. Mr. Schepps had no authority to file the Motion to Stay on behalf of Novo Point, and is acting on his own initiative or for third parties that have not appeared in this case.

On November 24, 2010 the District Court below entered its Receivership Order placing Jeffrey Baron's assets, including the corporations he controlled, under the control of the Receiver.¹⁰ On December 17, 2010 the District Court entered an order confirming that Novo Point was a "Receivership Party" placed under the control of the Receiver.¹¹ This Court has rejected seven attempts to stay the Receivership.¹² As a result the Receivership remains in effect with the Receiver in control of Novo Point.

This Court has observed that:

As a general rule a receiver, standing in the shoes of management, holds the sole right absent some sort of shareholder derivative action to direct the litigation of the corporation with whose care he is entrusted. . . . This includes the exclusive right to appeal from judgments adverse to the corporation.

¹⁰ Record at 1619. A copy is attached as Exhibit 3.

¹¹ Record at 3934. A copy is attached as Exhibit 4.

¹² See this Court's Orders dated December 8, 2010, Document No. 00511315299, November 11, 2011, Document No. 00511659273, August 10, 2011, Document No. 00511568391, June 27, 2011, Document No. 00511521055, April 7, 2011, Document No. 00511439002, March 29, 2011, Document No. 00511427530 and December 20, 2010, Document No. 00511327536.

Securities and Exchange Commission v. Spence & Green Chemical Co., 612 F.2d 896, 903 (5th Cir. 1980). This general rule is confirmed by the Receivership Order in this case, which grants the Receiver the exclusive right to act with respect to the Receivership Parties, including Novo Point. The Order specifically provides that the Receiver has “exclusive control” over the Receivership Assets, including “any legal or equitable interest in any trusts, corporations, partnerships, or other legal entities . . .”¹³ In addition, the Receiver is granted the express right to “assume full control of the Receivership Party by removing, as the Receiver deems necessary or advisable, any director, officer . . . or agent . . . from control of, management of, or participation in the affairs of the Receivership Party.”¹⁴ The Receiver is granted “the full power and authority to take all corporate actions ,” to “manage and administer the business of the Receivership Party” and “to choose, engage, and employ attorneys.”¹⁵

The Receivership Order also includes an injunction against “Doing any act that would . . . interfere with the Receiver’s taking custody, control, possession, or management” of the receivership assets, as well as interfering “in any manner” with the exclusive jurisdiction of the Court over the receivership assets.

¹³ Receivership Order at p. 2, See, Exhibit 3.

¹⁴ Receivership Order at p. 6, See, Exhibit 3.

¹⁵ Receivership Order at p. 7, See, Exhibit 3.

Novo Point is managed, on behalf of the Receiver, by Damon Nelson, who was appointed manager by the District Court.¹⁶ Schepps claims he was hired by a "manager" located in the Cook Islands.¹⁷ No one had the authority to hire an attorney for Novo Point other than the Receiver or the Court appointed manager, and therefore Mr. Schepps was acting completely without authority when he filed the present Motion to Stay and the various prior appeals purportedly on behalf of Novo Point.¹⁸ Since Mr. Schepps has no standing to file anything, the present motion must be dismissed.

III. Mr. Schepps' arguments concerning the value of Petfinders.com are misleading.

Mr. Schepps' argument that Petfinders.com has a substantial value omits the critical fact that any use of Petfinders.com may infringe the trademark "Petfinder" registered by Discovery Communications, LLC.¹⁹ The Bankruptcy Court found, based on convincing evidence, that "any use or sale by the Trustee of the Domain Name could lead to claims by Discovery of trademark infringement."²⁰ Mr. Baron, who formerly controlled and beneficially owned Ondova, used Ondova as a

¹⁶ Fifth Supp. Record at 412.

¹⁷ See Exhibit 5, R. 2019 Disclosures filed in the Bankruptcy Court.

¹⁸ The Trustee recognizes that the owners of Novo Point could appear in their own name to protect their interest, but they have chosen not to do so in order to remain beyond the reach of the United States Courts.

¹⁹ See, Bankruptcy Court Order of Nov. 15, 2011 attached as an exhibit to the Motion to Stay.

²⁰ See footnote above. The "convincing evidence" included some 17 different trademark registrations by Discovery Communications LLC.

vehicle to profit from cybersquatting and therefore registered many names like Petfinders.com that were similar to registered trademarks. The Trustee cannot be a party to this kind of illegal conduct, and cannot waste the assets of Ondova fighting with Discovery over the infringement of Discovery's trademark. The sale of Petfinders.com to Discovery at almost any price was reasonable in light of the litigation anticipated over the use of the Petfinders.com.

IV. Additional grounds for sanctions against Mr. Schepps.

Mr. Schepps' violations of the injunction in the Receivership Order are the proper concern of the District Court, but his history of deceit in this Court and the courts below argues in favor of sanctions based on his latest filing.

A. Mr. Schepps lied concerning ownership of the petfinders.com domain name.

The Motion for Stay signed by Mr. Schepps states that "Novo Point LLC owns the domain name "Petfinders.com.""²¹ On November 7, 2011, just eight days before the Motion for Stay was filed, Mr. Schepps filed an objection to sale in the Bankruptcy Court on behalf of an entity named Petfinders LLC.²² In that Objection Mr. Schepps alleges that "the owner of Novo Point LLC, and beneficial owner of Petfinders.com, assigned its rights and interest in Petfinders.com to Petfinders

²¹ Motion to Stay at page 11

²² See "Petfinders LLC's Objection to Trustee's Motion for Authority to Sell Property of the Estate" attached as Exhibit 6 to this Response.

LLC.”²³ If the owner of Novo Point LLC had the right and authority to assign Petfinders.com to Petfinders LLC then the assignment was effective and Petfinders.com no longer belongs to Novo Point. In that case Mr. Schepps has lied to this Court. If, on the other hand, the owner of Novo Point did not have such authority then the assignment that formed the basis for the Objection in Bankruptcy Court was not effective, and Mr. Schepps misrepresented his authority to appear in the Bankruptcy Court. The inconsistent positions taken by Mr. Schepps in this Court and the courts below are certain proof that he will propound any lie in order to create delay and expense for the Receiver and Trustee.

B. Mr. Schepps is the driving force behind the Petfinders LLC sham and all of the other supposed actions of Novo Point in this Court and the Courts below.

Mr. Schepps was first questioned about his authority to represent Novo Point in January of this year. He responded that he had been hired by an entity called CDM Services, LLC which he claimed was the properly appointed manager of Novo Point.²⁴ When he refused to respond to further inquiries about his authority²⁵ he was ordered by the District Court to provide the required information.²⁶ In response he filed a “notice” stating that he was hired by an individual named Narida Crocombe but that he knew nothing about the details of the relationship

²³ Objection at ¶12.

²⁴ See, Exhibit 8 to this Response, Schepps Letter dated Jan. 20, 2011.

²⁵ See, Exhibits 9 and 10 to this Response, Letters dated January 24, 2011.

²⁶ Second Supp. Record at 409 (Feb. 4, 2011 Order, Dist. Docket No. 291).

between Ms. Crocombe and CDM Services or between CDM Services and Novo Point.²⁷ That was the last information he provided to the District Court.

Later in the spring of 2011 Mr. Schepps contacted Lisa Katz, a classmate of his from law school²⁸, and arranged for her to be hired as the purported manager of Novo Point.²⁹ She then hired another lawyer, Christopher Payne, at Mr. Schepps' recommendation.³⁰ Mr. Payne was given his instructions by Mr. Schepps.³¹ Other than hiring Mr. Payne, Ms. Katz did nothing in her role as the purported manager of Novo Point.³²

Mr. Payne, acting at Mr. Schepps' instruction, appeared in the bankruptcy court purporting to act as counsel for Novo Point to object to the sale of the domain name "servers.com."³³ The Bankruptcy Court reacted to this action by Mr. Payne by entering an Order finding requiring that any person purporting to appear on behalf of Novo Point show authority to do so.³⁴ Mr. Schepps, undeterred by

²⁷ Fourth Supp. Record at 320 (Feb. 17, 2011 Notice, Dist. Docket No. 320).

²⁸ Katz testimony at pp. 12-13, hearing of November 15, 2011 in the Bankruptcy Court. A complete transcript of Ms. Katz' testimony is attached as Exhibit 11.

²⁹ Katz testimony at pp. 12, 14.

³⁰ Katz testimony at pp.7-8.

³¹ Katz testimony at pp. 8.

³² Katz testimony at p. 15, lines 3 to 6.

³³ Objection filed July 22, 2011 Bankr Docket 597.

³⁴ Order of August 2, 2011 Bankr. Docket 605.

that Order, immediately violated it by filing a Motion to Stay in the Bankruptcy Court as well as Notices of Appeal, all purportedly on behalf of Novo Point.³⁵

On September 6, 2011 the Bankruptcy Court entered an order to show cause why Schepps should not be held in contempt for his violation of the Bankruptcy Court's earlier order.³⁶ The first of several hearings on that Order was on October 24, 2011. The matter is still pending at the time of filing of this Brief.

On October 7, 2011 the Trustee filed his Motion to Sell the Petfinders.com domain name. Rather than filing another paper in direct violation of the Bankruptcy Court's prior orders, Mr. Schepps created a new entity, Petfinders LLC.³⁷ The entity was created on November 7, 2011. The next day, November 8, Mr. Schepps filed an Objection to the Sale of Petfinders.com, on behalf of Petfinders LLC.³⁸ When that Objection failed Mr. Schepps reverted to claiming to represent Novo Point and filed the present Motion in this Court.

It is clear that Mr. Schepps is the driving force behind the efforts to obstruct the sale of Ondova's assets. In order to accomplish his goals he has repeatedly lied to this Court and the Courts below, filing papers that he no authority to file and making arguments that are frivolous. He should be appropriately sanctioned, in this case by being barred from practicing before this Court.

³⁵ Bankr. Docket 612, 613, 614 and 615, 643. See, Findings in Exhibit 7.

³⁶ Exhibit 7.

³⁷ See, Exhibit 12, Certificate of Formation.

³⁸ Exhibit 6.

CONCLUSION

The Motion to Stay should be denied, the existing temporary stay should be lifted and Mr. Schepps should be disbarred for filing knowingly false papers in this Court.

Respectfully submitted,

/s/ Richard M. Hunt
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TRUSTEE DANIEL J. SHERMAN
FOR ONDOVA

CERTIFICATE OF SERVICE

I hereby certify that, on 21st day of November, 2011, a true and correct copy of the foregoing document was served via the Court's ECF system on all counsel of record.

/s/ Richard M. Hunt
Richard M. Hunt

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

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

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

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

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

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

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, HCB, LLC, a Delaware Limited Liability Company and Does 1 to 10 in the United States District of California, Case No. CV09-08154-OOW (RZx) ("Cal. Oversee Suit"); and

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

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

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

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

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

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

EXECUTION VERSION

**II
AGREEMENTS:**

1. **Payment of Cash.** In consideration of the provisions of this Agreement, including, without limitation, the Recitals and general releases, at the direction of the Village Trust, Manila will deliver One Million Two Hundred Fifty Thousand Dollars (\$1,250,000) by wire transfer to the Chapter 11 Trustee (the "Cash Payment"), which delivery shall be made on behalf of the Village Trust in accordance with the wire instructions provided by Raymond J. Urbanik to John MacPete by email dated June 7, 2010, as may be updated with written notice from the Chapter 11 Trustee to Netsphere at least thirty (30) days prior to any date on which payment is due (the "Cash Payment Instructions"), on the later of: (i) the date which is thirty (30) days after the Settlement Date or ninety (90) days after a 9019 motion is filed with the Bankruptcy Court to approve this Agreement (such applicable date, the "Transfer Date"). The Chapter 11 Trustee will use the Cash Payment and the Deferred Payment (as defined below) to pay creditors, administrative costs and any and all other expenses associated with Ondova's bankruptcy estate (the "Estate").
2. **Deferred Payment and Unsecured Claim.**
 - A. Manila hereby promises to pay the Village Trust the sum of Six Hundred Thousand Dollars (\$600,000) ("Deferred Payment"), together with simple interest thereon calculated as provided in this subsection A. The following provisions are applicable to the Deferred Payment:
 - (i) The Deferred Payment and interest thereon is due and payable in full on or before the second anniversary of the Transfer Date (such date, the "Maturity Date").
 - (ii) Noncompounding simple interest shall accrue at the rate of ten percent (10%) per annum (computed on the basis of a three hundred sixty-five (365) day year and the actual number of days elapsed in a year) on the unpaid principal amount of the Deferred Payment outstanding from time to time, or (if less) the highest rate then permitted under Texas law. Any accrued interest which for any reason has not theretofore been paid shall be paid in full on the Maturity Date.
 - (iii) Manila may, at any time and from time to time without premium or penalty, prepay all or a portion (in whole number multiples of \$1,000 only) of the outstanding principal amount (and any accrued and unpaid interest thereon) of the Deferred Payment.
 - (iv) Payments made by Manila shall be applied (a) first, to the payment of all accrued and unpaid interest, (b) second, to the payment of principal of the Deferred Payment), and (c) the balance, if any, to Manila.
 - (v) Interest payable on the outstanding principal balance of the Deferred Payment starts as of the first day of the fourth (4th) full calendar month after the Transfer Date (the "Payment Commencement Date") and shall be paid on a quarterly basis, commencing on the Payment Commencement Date (and the first quarterly payment will be for the period between the Transfer Date and the day immediately preceding the Payment Commencement Date), and continuing on the first day of each quarter thereafter until the Maturity Date, at which time all outstanding principal and interest shall be due and payable in full.

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 and Gerrit Pronske at gpronske@pronskepatel.com, (ii) e-mail Gay Nee (gaynee@webnic.cc) with the list of Remaining Allocated Names, and (iii) request Gay Nee to update the Whois information for the Remaining Allocated Names with the following contact information:

Whois Identity Shield
Post Office Box 152
Britton's Hill
St. Michael, Barbados
Phone: (604) 484-4206
E-mail:

8cGRuPjmxwUKTbElXkcvQzHx+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 and make an express quitclaim to Novo Point LLC, and disavow all rights of every kind, nature and description, if any, they may have, or ever had, in and to all rights related to the Blue Horizon Portfolio, including, without limitation, property rights, contract rights, copyright interests and any other intellectual property interests, the value of goodwill, and any and all income that may be derived from and after the Settlement Date from domain names and related rights in the Blue Horizon Portfolio. All rights granted, if any, and the related abandonment of claims and interests in the Blue Horizon Portfolio are irrevocable.

5. **Searchguide.com.** As of the Settlement Date, each of the Manila Parties, the Manila Related Parties, the Trustee of the MMSK Trust, Baron, the Interested Parties, the USVI Parties, the Trusts (except for Novo Point LLC), the Chapter 11 Trustee and Ondova (the "SearchGuide.com Quitclaiming Parties") quitclaim any interest in the domain name *searchguide.com* to Novo Point LLC and make an express quitclaim to Novo Point LLC, and disavow all rights of every kind, nature and description, if any, they may have, or ever had, in and to all rights related to the domain name *searchguide.com*, including, without limitation, property rights, contract rights, copyright interests and any other intellectual property interests, the value of goodwill, and the income that may be derived from *searchguide.com* from and after the Settlement Date; provided, such quitclaim is strictly limited to the domain name itself and excludes: (i) any website that appeared on *searchguide.com*, (ii) any software associated with *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 (4th) day after the date the Chapter 11 Trustee receives written notice from Netsphere that any of the Parties failed to perform any of the material provisions of this Agreement, identified with specificity, in the event such failure is not cured within three (3) days after the date of such notice, in which event the Chapter 11 Trustee shall pay the Combined Pokerstar Revenue to Netsphere in accordance with the Pokerstar Payment Instructions. Notwithstanding the foregoing, such return of the Combined Pokerstar Revenue shall not operate to recharacterize the legal ownership of the funds nor be a waiver by any Party of any claim to such funds.
- C. The Village Trust hereby agrees to pay the Chapter 11 Trustee Four Hundred Fifty Thousand Dollars (\$450,000) (the "Additional Payment"). The Additional Payment shall be paid to the Chapter 11 Trustee by the Village Trust in the following manner: (i) One Hundred Twenty-Five Thousand Dollars (\$125,000) (the "Lump Sum Payment") shall be paid to the Chapter 11 Trustee within ten (10) business days after the Settlement Date (the "Additional Lump Sum Payment Due Date") in accordance with the wire instructions provided by Raymond J. Urbanik to Craig Capua by email dated June 7, 2010, as may be updated with written notice from the Village Trust to the Chapter 11 Trustee at least thirty (30) days prior to any date on which payment is due (the "Lump Sum Payment").

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 Phoncards Payment Instructions (or by check to CC.com at 9821 Katy Freeway, Suite 101, Houston, TX 77024). If Speedypin, or any other such operator of *phonecards.com*, does not agree to send CC.com any of the PC Items within two (2) months of the 9019 Filing Date, the obligations shall remain with Equity Trust to do so by the fifth (5th) business day of each month, with revenue to be paid pursuant to the Phoncards 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 (“Phoncards.com Agreement”), including, but not limited to, the last sentence of paragraph 9 of the Phoncards.com Agreement. Equity Trust and CC.com will submit an order to the 68th District Court directing CC.com to provide certain information from the Phoncards.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 Phoncards.com Agreement to produce or provide information from the even numbered records in the Phoncards.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, Asiatrust Limited as Trustee for the MMSK Trust, Elizabeth Schurig and her past and present firms in any and all capacities from the beginning of time to the date of the Final Settlement Order, regardless of whether such claims or causes of action has yet accrued, notwithstanding any allegations of fact that at some point Rosh Alger, Tom Bolt & Associates, Adrian Taylor, Asiatrust Limited as Trustee for the MMSK Trust, Elizabeth Schurig and her past or present firms may have served as attorneys for the Manila Parties.
- D. Baron, Ondova and the Domain Jamboree Parties hereby RELEASE and DISCHARGE Rosh Alger, Tom Bolt & Associates, Adrian Taylor, Asiatrust Limited as Trustee for the Village Trust, Elizabeth Schurig and her past and present firms in any and all capacities from the beginning of time to the date of the Final Settlement Order, regardless of whether such claims or causes of action has yet accrued, notwithstanding any allegations of fact that at some point Rosh Alger, Tom Bolt & Associates, Adrian Taylor, Asiatrust Limited as Trustee for the Village Trust, Elizabeth Schurig and her past or present firms may have served as attorneys for Baron, Ondova and/or the Domain Jamboree Parties.
- E. Each releasing Party does specifically waive any claim or right to assert any cause of action or alleged cause of action or claim or demand which has, through oversight or error, intentionally or unintentionally or through a mutual mistake, been omitted from this Release and which is based in whole or in part on any act or omission occurring from the beginning of time to the date of the Final Settlement Order, regardless of whether such claim or cause of action has yet accrued.
- F. The foregoing provisions notwithstanding, all Parties represent, agree and confirm to the other Parties that they have no reason to believe any other third party (that is not a signatory hereunder) has any right, ownership, claim and/or other interest in and to any of the items discussed in this Agreement. Accordingly, each Party to this Agreement represents to each other Party that all necessary parties to effectuate this Agreement with respect to the signing Party have agreed to the terms of this Agreement and have signed (or granted authority in writing to be signed on their behalf) this Agreement. The foregoing representations are material representations, and any breach of such representations shall be a material breach of this Agreement.
- G. For avoidance of doubt, the releases given herein by the Chapter 11 Trustee are made solely in his capacity as trustee for Ondova. Additionally, notwithstanding any provision of this Agreement to the contrary, nothing contained herein shall, in any way limit, reduce, waive, impair or otherwise restrict any and all other claims the Chapter 11 Trustee may have against persons or entities which are not Parties to this Agreement, all of which such rights and claims are specifically reserved.
16. **Delivery of Tax Documents.** On or before the Settlement Date, the Village Trust shall deliver the following tax documents to Manila, and Manila shall have no obligation to make the Cash Payment or to execute and deliver **Exhibit A** until such documents are delivered to Manila: Internal Revenue Service Form W-8IMY executed by the Village Trust and Form W-9 executed

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) Asiastust 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 1st Avenue, 12th 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 Fergusson 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 Anuni Krishan

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

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: Asiitrust Limited, Its Trustee

By: _____
Name: _____
Title: _____

THE VILLAGE TRUST

By: Asiitrust 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

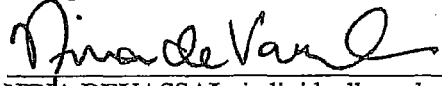
DENIS KLEINFELD, individually and on behalf of all officers, directors, managers, members and employees of the USVI Entities

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, ~~individually~~ and as Manager of Manassas ^{BB}

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 KUTERA
Title: _____

EXECUTION VERSION

JAVELINA, LLC

ATP NOMINEES LIMITED
BY ITS DULY AUTHORIZED OFFICER

By: _____
Name: _____
Title: _____
Michael A. Joffe & Jonathan Keitel

THE MMSK TRUST

By: Asiitrust Limited, Its Trustee

ATP DIRECTORS LIMITED

By: BY ITS DULY AUTHORIZED OFFICER

Name: _____
Title: _____
Lesley Katona & Lisa Iro

THE VILLAGE TRUST

By: Asiitrust Limited, Its Trustee

ATP DIRECTORS LIMITED

BY ITS DULY AUTHORIZED OFFICER

By: _____
Name: _____
Title: _____
Lesley Katona & 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: Asiitrust Limited, Its Trustee

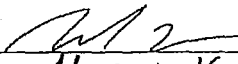
By: _____
Name: _____
Title: _____

THE VILLAGE TRUST

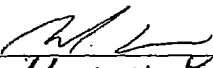
By: Asiitrust Limited, Its Trustee

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 Kleinfelder
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 Kleinfelder
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 Kleinfelder
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 Kleinfelder
Title: MANAGER

SIMPLE SOLUTIONS, LLC

By: Four Points Management, LLLP

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

By: 

Name: Denis Kleinfelder
Title: MANAGER

SEARCH GUIDE, LLC

By: Four Points Management, LLLP

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

By: 

Name: Denis Kleinfelder
Title: MANAGER

EXECUTION VERSION

**BLUE HORIZON LIMITED LIABILITY
COMPANY**

By: Four Points Management, LLLP

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

By: 

Name: DENIS KLEINFELD

Title: MANAGER

FOUR POINTS MANAGEMENT, LLLP

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

By: 

Name: DENIS KLEINFELD

Title: MANAGER

MARSHDEN, LLC

By: 

Name: DENIS KLEINFELD

Title: MANAGER

NOVO POINT, INC.

By: _____

Name: _____

Title: _____

IGUANA CONSULTING, INC.

By: _____

Name: _____

Title: _____

EXECUTION VERSION

**BLUE HORIZON LIMITED LIABILITY
COMPANY**

By: Four Points Management, LLLP

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

By: _____
Name: _____
Title: _____

FOUR POINTS MANAGEMENT, LLLP

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

By: _____
Name: _____
Title: _____

MARSHDEN, LLC

By: _____
Name: _____
Title: _____

NOVO POINT, INC.

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

IGUANA CONSULTING, INC.

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

EXECUTION VERSION

IGUANA CONSULTING, INC.

By: _____
Name: _____
Title: _____

QUANTEC, INC.

By: _____
Name: _____
Title: _____

NOVO POINT LLC

By: Novquant, LLC, Manager

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

IGUANA CONSULTING LLC

By: Novquant, LLC, Manager

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

QUANTEC LLC

By: Novquant, LLC, Manager

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

CALLINGCARDS.COM, LLC

By: _____
Name: _____
Title: _____

EXECUTION VERSION

QUANTEC, INC.

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

NOVO POINT LLC

By: Novquant, LLC, Manager

By: _____
Name: _____
Title: _____

IGUANA CONSULTING LLC

By: Novquant, LLC, Manager

By: _____
Name: _____
Title: _____

QUANTEC LLC

By: Novquant, LLC, Manager

By: _____
Name: _____
Title: _____

CALLINGCARDS.COM, LLC

By: _____
Name: _____
Title: _____

ID GENESIS, LLC

By: Netsphere, Inc., Sole Member

By: _____
Name: _____
Title: _____

EXECUTION VERSION

IGUANA CONSULTING, INC.

By: _____
Name: _____
Title: _____

QUANTEC, INC.

By: _____
Name: _____
Title: _____

NOVO POINT LLC

By: Novquant, LLC, Manager

By: _____
Name: _____
Title: _____

IGUANA CONSULTING LLC

By: Novquant, LLC, Manager

By: _____
Name: _____
Title: _____

QUANTEC LLC

By: Novquant, LLC, Manager

By: _____
Name: _____
Title: _____

CALLINGCARDS.COM, LLC

By: May L.
Name: MAYNOT KARSTADT
Title: CEO

EXECUTION VERSION

ID GENESIS, LLC

By: Netsphere, Inc., Sole Member

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

DOMAIN JAMBOREE, LLC

By: _____
Name: _____
Title: _____

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

By: _____
Name: _____
Title: _____

CHARLES ALDOUS, individually

JEFF RASANKY, individually

RON SHERIDAN, individually

EXECUTION VERSION

IGUANA CONSULTING LLC

By: Novquant, LLC, Manager

By: _____
Name: _____
Title: _____

QUANTEC LLC

By: Novquant, LLC, Manager

By: _____
Name: _____
Title: _____

CALLINGCARDS.COM, LLC

By: _____
Name: _____
Title: _____

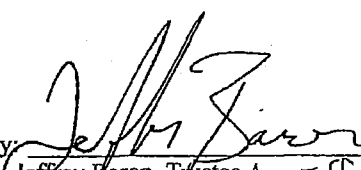
ID GENESIS, LLC

By: Netsphere, Inc., Sole Member

By: _____
Name: _____
Title: _____

DOMAIN JAMBOREE, LLC

By: ~~Belton Trust, Sole Member~~ *By Belton Trust, Sole Member* ⁷⁶

By:  ²⁶
~~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: _____

Joffrey 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

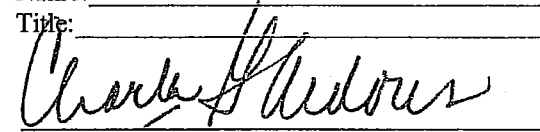
EXECUTION VERSION

DOMAIN JAMBOREE, LLC

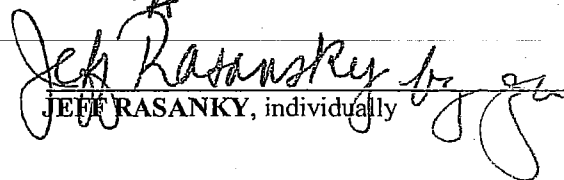
By: _____
Jay Kline, Manager

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

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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: [Signature]
Name: MUNICH KRISHAN
Title: President

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

MANILA INDUSTRIES, INC.

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

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

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THE VILLAGE TRUST

By: Asiatrust Limited, Its Trustee

ATP DIRECTORS LIMITED
BY ITS DULY AUTHORISED OFFICER

By: _____

Name: Kimberly J. Jones

Title: LESLEY KATEA & LISA IRO

Address:

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

EXECUTION VERSION

SCHEDULE 1 TO EXHIBIT A
List of Auctioneers

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

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

EXECUTION VERSION

EXHIBIT B

Form of License Agreement

POKERSTAR.COM LICENSE AGREEMENT

THIS POKERSTAR.COM LICENSE AGREEMENT ("License Agreement"), effective as of the date of the last signature hereto ("Effective Date"), is by and between Asiatrusted 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 Licenser does not receive the License Fee within the time period discussed in this paragraph, Licenser shall notify Netsphere in writing. Within thirty (30) days of such notice ("Notice Period"), Netsphere shall attempt to cure by: i) sending Licenser a copy of the wire confirmation OR ii) sending any outstanding License Fee to Licenser. 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 Licenser 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, Licenser 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 Licenser fails to renew Pokerstar.com at least thirty-five (35) days prior to the expiration of any registration period, Netsphere shall notify Licenser in writing. Within 5 days of such notice ("Renewal Notice Period"), Licenser shall attempt to cure by renewing the registration period for Pokerstar.com. If Licenser fails to cure within the Renewal Notice Period, Netsphere may renew the registration on Licenser'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 Licenser. If Netsphere exercises its right to renew the registration of Pokerstar.com, if Pokerstar.com's registrar refuses to perform the renewal, Licenser 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 Licenser, 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 Licenser until such costs, fees, and attorney's fees are fully recovered.

1.4 Nameserver Change.

During the Term, Licenser 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 Licenser for an update to the nameserver and/or IP address for Pokerstar.com shall be completed by Licenser (or its registrar) within twenty-four (24) business hours (based on eight (8) hours per business day) of such request. If, during the Term, Licenser, the registrar for Pokerstar.com, or any other third party ("Licenser 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 Licenser pursuant to the instructions provided by Licenser 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 Licenser Parties shall update the nameservers and/or IP addresses for Pokerstar.com as requested by Netsphere ("NS Update"). Licenser Parties and any entity and/or individual acting with or without the consent of Licenser 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 Licenser Parties. If Licenser 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.

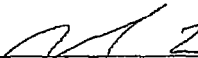
3.11 Survival.

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

By: _____
Name: _____
Title: _____
Date: _____

EXECUTION VERSION

3.7 Independent Contractors.

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

3.8 Counterparts.

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

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3.11 Survival.

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

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

NETSPHERE, INC.

By: _____
Name:
Title:
Date:

ASIATRUST LIMITED AS TRUSTEE OF
THE VILLAGE TRUST

ATP DIRECTORS LIMITED
BY ITS DULY AUTHORIZED OFFICER
By: [Signature]
Name: LESLEY KATOA 2.15.12.120
Title:
Date: 9th July, 2010

EXECUTION VERSION

EXHIBIT C

Form of Pokerstar Security Agreement

SECURITY AGREEMENT

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

RECITALS:

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

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

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

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

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

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

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

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

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

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.

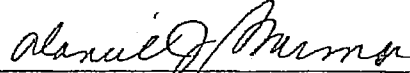
(g) The United States District Court for the Northern District of Texas, The Honorable Royal Furgeson, shall have jurisdiction over any and all other disputes and/or matters related to this Agreement, whether related to its consummation, implementation, enforcement or otherwise.

(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: Asiastrust Limited, Its Trustee

By: _____

Name: _____

Title: _____

Address:

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

EXECUTION VERSION

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

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

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

and

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

THE VILLAGE TRUST

By: Asiastrust Limited, Its Trustee

ATP DIRECTORS LIMITED
BY ITS DULY AUTHORISED OFFICER
By: [Signature]
Name: LESLEY KATOHA & LISA IRO
Title: _____

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

EXECUTION VERSION

EXHIBIT D

Form of Pokerstar Escrow Agreement

DOMAIN NAME ESCROW AGREEMENT

ESCROW NO. _____

BY AND AMONG

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

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

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

1. The Chapter 11 Trustee, Asiatrust and other parties named therein entered into that certain Mutual Settlement and Release Agreement dated July 2, 2010 (the "Settlement Agreement"), which provides for Maker to execute and deliver the Pokerstar Assignment (as defined in the Settlement Agreement) in escrow to secure Maker's payment of the Additional Payment (as defined in the Settlement Agreement).
2. Escrow Agent has agreed to serve in a depository capacity and as a stakeholder only, on and subject to the terms and provisions set forth in this Agreement.
3. In accordance with the Settlement Agreement, Maker will deposit in escrow, and the Escrow Agent agrees to receive and hold, the Pokerstar Assignment for the benefit of the Chapter 11 Trustee.
4. Upon receipt of (i) Maker's dated and signed notice in the form attached hereto as Schedule 1 (the "Default Notice") and (ii) a judgment ("Judgment") from either the U.S. Bankruptcy Court for the Northern District of Texas or the U.S. District Court for the Northern District of Texas, which judgment the Chapter 11 Trustee represents to be a final and non-appealable judgment, ordering the Escrow Agent to date and deliver the Pokerstar Assignment to the Chapter 11 Trustee, then (provided Maker has not objected to delivery of the Assignment by written notice delivered the Chapter 11 Trustee

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 Asiitrust as follows:

If to Maker: Asiitrust 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: Asiatrusted Limited, Its Trustee

ATP DIRECTORS LIMITED
BY ITS DULY AUTHORIZED OFFICER

By: _____

Name: LESLEY KATO A LISA 170

Title: _____

CHAPTER 11 TRUSTEE:

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

EXECUTION VERSION


MAKER:

THE VILLAGE TRUST

By: Asiatrusted Limited, Its Trustee

By: _____
Name: _____
Title: _____

CHAPTER 11 TRUSTEE:



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

EXECUTION VERSION

ESCROW RECEIPT

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

Dated: 8/13, 2010

ESCROW AGENT:

Gracy Title Company

By

Elizabeth Young

Sr. Commercial Escrow Officer

EXECUTION VERSION

SCHEDULE 1 TO EXHIBIT D - ESCROW AGREEMENT

Form of Default Notice

_____, 20__

**BY CERTIFIED MAIL, RETURN
RECEIPT REQUESTED**

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

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

Dear Ms. Young:

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

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

Daniel J. Sherman, Trustee for 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
(the "Asiatrust") and Gracy Title Company ("Escrow Agent")

Dear Ms. Young:

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

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

Sincerely,

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

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

EXECUTION VERSION

EXHIBIT E

Form of Pokerstar Assignment

ASSIGNMENT

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

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

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

WHEREAS, Assignee desires to acquire the Name from Assignor;

NOW, THEREFORE, FOR VALUE RECEIVED:

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

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

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

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

EXECUTION VERSION

EXECUTED on the ___ day of _____, 2010.

ASSIGNOR:

THE VILLAGE TRUST

By: Asiatrusted Limited, its Trustee

ATP DIRECTORS LIMITED
BY ITS DULY AUTHORIZED OFFICER

By: [Signature]

Name: LESLIE KATO A - LISA IRO

Title: _____

STATE OF RAROTONGA §
COUNTY OF COOK ISLANDS §

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



[Signature]
Notary Public, State of RAROTONGA

EXECUTION VERSION

EXHIBIT F

Form of Blue Horizon Security Agreement

SECURITY AGREEMENT

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

RECITALS:

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

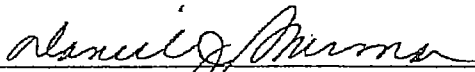
EXECUTION VERSION

(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: Asiastrust Limited, Its Trustee

By: _____
Name: _____
Title: _____

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

EXECUTION VERSION

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

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

Address:

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

and

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

THE VILLAGE TRUST

By: Asiatrusted Limited, Its Trustee

ATP DIRECTORS LIMITED
BY ITS DULY AUTHORIZED OFFICER

By: [Signature]

Name: LESLIE KATO A LISA IRO

Title: _____

Address:

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

EXECUTION VERSION

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

AGREED TO:

MUNSCH HARDT KOPF & HARR, P.C.

HOHMANN, TAUBE & SANDERS, LLP

By: Raymond J. Urbanik

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, 18th 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

GARY G. LYON

By: _____

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

ATTORNEY FOR JEFF BARON

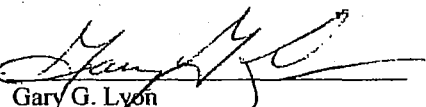
AGREED TO:

MUNSCH HARDT KOPF & HARR, P.C.

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

GARY G. LYON

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

ATTORNEY FOR JEFF BARON

HOHMANN, TAUBE & SANDERS, LLP

By: _____
Eric Taube
100 Congress Avenue, 18th 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

AGREED TO:

MUNSCH HARDT KOPF & HARR, P.C.

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

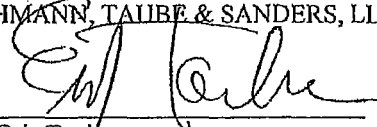
ATTORNEYS FOR DANIEL J. SHERMAN,
CHAPTER 11 TRUSTEE

GARY G. LYON

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

ATTORNEY FOR JEFF BARON

HOHMANN, TAUBE & SANDERS, LLP

By: _____
Eric Taube
100 Congress Avenue, 18th 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

EXECUTION VERSION

EXHIBIT H

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

CAUSE NO. 06-11717-C

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

STIPULATED DISMISSAL WITH PREJUDICE

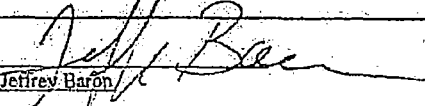
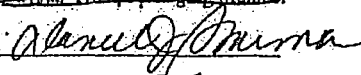
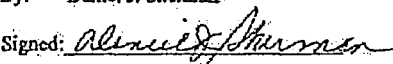
Plaintiffs, Ondova Limited Company d/b/a Compana, LLC and Jeffrey Baron (collectively "Plaintiffs"), filed the Complaint in Cause No. 06-11717-C against Defendants, Munish Krishan, Manila Industries, Inc., Netsphere, Inc., HCB, LLC, Realty Investment Management, LLC, Simple Solutions, LLC, Denis Kleinfeld,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

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

EXECUTION VERSION

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

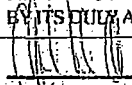
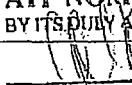
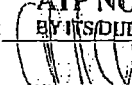
SO AGREED AND STIPULATED:

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

EXECUTION VERSION

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

SO AGREED AND STIPULATED:

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

EXECUTION VERSION

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

SO AGREED AND STIPULATED:

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

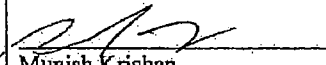
EXECUTION VERSION

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

SO AGREED AND STIPULATED:

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

EXECUTION VERSION

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

EXECUTION VERSION

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

EXECUTION VERSION

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

EXECUTION VERSION

SO ORDERED:

Signed _____, 2010.

HONORABLE DISTRICT COURT JUDGE
MARTIN HOFFMAN

EXECUTION VERSION

EXHIBIT I

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

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

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

STIPULATED DISMISSAL WITH PREJUDICE

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

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

EXECUTION VERSION

SO AGREED AND STIPULATED:

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

SO ORDERED:

Signed _____, 2010.

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

EXECUTION VERSION

EXHIBIT J

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

CAUSE NO. DC08-13925-C

EQUITY TRUST COMPANY, f/k/a
Mid Ohio Securities, Custodian FBO
IRA 19471, and JEFFREY BARON,
As Beneficiary of Equity Trust Company
FBO IRA 19471,

Plaintiffs,

VS.

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

Defendants.

IN THE DISTRICT COURT OF

DALLAS COUNTY, TEXAS

68TH JUDICIAL DISTRICT

JOINT NONSUIT FOR DISMISSAL WITH PREJUDICE

TO THE HONORABLE JUDGE MARTIN HOFFMAN:

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


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

EXECUTION VERSION

Respectfully submitted,

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

ATTORNEYS FOR PLAINTIFFS

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

And

LOCKE LORD BISSELL & LIDELL LLP

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

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

EXECUTION VERSION

Respectfully submitted,

By: 

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

ATTORNEYS FOR PLAINTIFFS

BOYARMILLER

By: _____

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

And

LOCKE LORD BISSELL & LIDELL LLP

By: _____

John W. MacPete
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2200 Ross Avenue, Suite 2200
Dallas, Texas 75201
Telephone: (214) 740-8662
Facsimile: (214) 756-8662

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

EXECUTION VERSION

Respectfully submitted,

By: _____

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

ATTORNEYS FOR PLAINTIFFS

BOYARMILLER

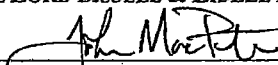
By: _____

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

And

LOCKE LORD BISSELL & LIDELL LLP

By: _____


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

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

EXECUTION VERSION

CERTIFICATE OF SERVICE

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

Via Fax

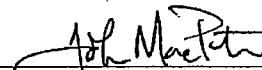
Mark Taylor
Amy Johnson
Cash Powers Taylor LLP
8150 North Central Expressway, Suite 1575
Dallas, Texas 75206
Fax: (214) 239-8901

Via Certified Mail, Return Receipt Requested

Jeffrey Hall
7242 Main St.
Frisco, TX 75034

Via Fax

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



John W. MacPete

EXECUTION VERSION

EXHIBIT K

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

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

NETSPHERE, INC., et al.,

Plaintiffs,

vs.

JEFFREY BARON, et. al.,

Defendants.

§
§
§
§
§
§
§
§
§
§
§
§

**CIVIL ACTION NO.
3-09CV0988-F**

STIPULATED DISMISSAL WITH PREJUDICE

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

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

EXECUTION VERSION

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

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

SO AGREED AND STIPULATED:

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

EXECUTION VERSION

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

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

SO AGREED AND STIPULATED:

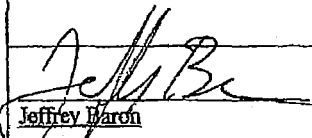
Netsphere, Inc. Signed: <u>[Signature]</u> Name: <u>John MacPete</u> Title: <u>Attorney for Netsphere</u> Date: <u>24 August</u> , 2010	Manila Industries, Inc. Signed: <u>[Signature]</u> Name: <u>John MacPete</u> Title: <u>Attorney for Manila</u> Date: <u>26 August</u> , 2010
<u>[Signature]</u> <u>John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

EXECUTION VERSION

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

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

SO AGREED AND STIPULATED:

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

K-2

EXECUTION VERSION

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

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

SO AGREED AND STIPULATED:

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

EXECUTION VERSION

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

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

SO AGREED AND STIPULATED:

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

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:

Netsphere, Inc. Signed: _____ Name: _____ Title: _____ Date: _____, 2010	Manila Industries, Inc. Signed: _____ Name: _____ Title: _____ Date: _____, 2010
	<u>Munish Krishan</u> Date: _____, 2010
<u>Jeffrey Baron</u> Date: _____, 2010	Ondova Limited Company By: Daystar Trust, Managing Member Signed: _____ Name: _____ Title: _____ Date: _____, 2010
Ondova Chapter 11 Trustee By: Daniel J. Sherman Signed: _____ Name: _____ Title: _____ Date: _____, 2010	Quantec LLC ATP NOMINEES LIMITED Signed: <u>[Signature]</u> BY ITS DULY AUTHORIZED OFFICER Name: <u>ANGELA POPE - JOELIN KOTELA</u> Title: _____ Date: <u>9th July</u> , 2010

EXECUTION VERSION

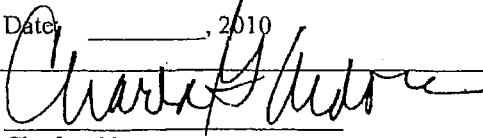
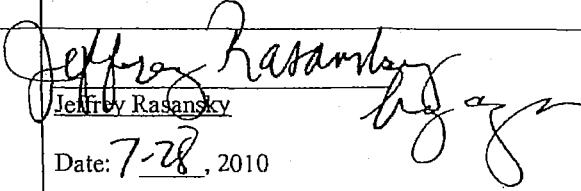
<p>Novo Point LLC ATP NOMINEES LIMITED Signed: <u>[Signature]</u> Name: <u>ANGELA POPE & JOEELYN KOTERA</u> Title: _____ Date: <u>9th July</u>, 2010</p>	<p>Iguana Consulting LLC ATP NOMINEES LIMITED Signed: <u>[Signature]</u> Name: <u>ANGELA POPE & JOEELYN KOTERA</u> Title: _____ Date: <u>9th July</u>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

SO ORDERED:

Signed _____, 2010.

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

EXECUTION VERSION

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

SO ORDERED:

Signed _____, 2010.

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

EXECUTION VERSION

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

SO ORDERED:

Signed _____, 2010.

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

EXECUTION VERSION

EXHIBIT L

Form of CC Assignment

PHONECARDS.COM ASSIGNMENT AGREEMENT

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

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

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

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

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

ASSIGNOR:

CallingCards.com, LLC

By: [Signature]
Name: Mr. S. Carson
Title: CEO

ASSIGNEE:

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

EXHIBIT K

Form of Dauben Disclaimer of Interest

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

DISCLAIMER OF INTEREST

STATE OF TEXAS

§
§
§

KNOW ALL THESE PRESENTS:

COUNTY OF DALLAS

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

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

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

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

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

SIGNED on the date acknowledged below.

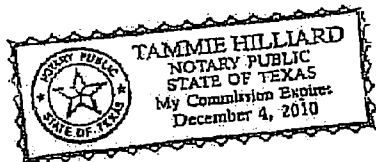

JOEY DAUBEN



STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on 22, 2010, by Joey Dauben.

Tammie Hilliard
Notary Public State of Texas.



K-2

EXECUTION VERSION

EXHIBIT N

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

RESCISSION AGREEMENT

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

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 Asiitrust mutually agree that the purported issuance of the Quantec LLC Interests to Asiitrust is hereby rescinded and shall be treated as if such issuance never occurred. Quantec LLC and Asiitrust further agree that Asiitrust shall not be treated as ever having been a member of, or owner of any equity interests in, Quantec LLC. Iguana Consulting LLC and Asiitrust mutually agree that the purported issuance of the Iguana Consulting Interests to Asiitrust is hereby rescinded and shall be treated as if such issuance never occurred. Iguana Consulting LLC and Asiitrust further agree that Asiitrust 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 Asiitrust shall execute all such additional documents and take all such further action as may be necessary or desirable to effect any of the purposes of, or to reflect any of the actions taken in, this Agreement.

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

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

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

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

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

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

[Signature page follows]

EXECUTION VERSION

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

QUANTEC LLC

By: Novquant, LLC, Manager

By: **ATP NOMINEES LIMITED**
BY ITS DULY AUTHORIZED OFFICER
Name: [Signature]
Title: ANGELA POPE & JOCELYN KATEKA

IGUANA CONSULTING LLC

By: Novquant, LLC, Manager

By: **ATP NOMINEES LIMITED**
BY ITS DULY AUTHORIZED OFFICER
Name: [Signature]
Title: ANGELA POPE & JOCELYN KATEKA

THE MMSK TRUST

By: Asiastrust Limited, Its Trustee

ATP DIRECTORS LIMITED
BY ITS DULY AUTHORIZED OFFICER
By: [Signature]
Name: LESLEY KATDA & LISA IRD
Title: _____

EXECUTION VERSION

EXHIBIT O

Form of MMSK Trust Assignments

STOCK POWER

FOR VALUE RECEIVED, the undersigned hereby assigns, and transfers unto [____], 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: 08/05/2010, 2010

THE MMSK TRUST

By: Asiastrust Limited, Its Trustee


ATP DIRECTORS LIMITED
BY ITS DAILY AUTHORISED OFFICER

By:

Name: /ESLE/ KATQA 2 LISA 120

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: Asiatrusted Limited, Its Trustee

By: **ATP DIRECTORS LIMITED**
BY THE DULY AUTHORIZED OFFICER
Name: LESLEY KATO A P LISA IRO
Title: _____

IN THE PRESENCE OF:



EXECUTION VERSION

EXHIBIT P

Form of Manila Related Parties' Assignments

STOCK POWER

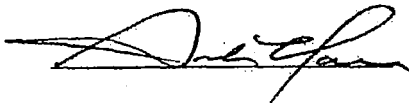
FOR VALUE RECEIVED, the undersigned hereby assigns, and transfers unto [____], a Cook Islands limited liability company, all right, title and interest of the undersigned, beneficially and/or of record, in and to 114.25 shares of the common stock of Quantec, Inc. represented by certificate No. 9, and 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: 7-8, 2010



Biju Mathew

IN THE PRESENCE OF:



EXECUTION VERSION

STOCK POWER

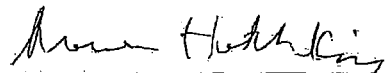
FOR VALUE RECEIVED, the undersigned hereby assigns, and transfers unto [REDACTED], a Cook Islands limited liability company, all right, title and interest of the undersigned, beneficially and/or of record, in and to 45 shares of the common stock of Quantec, Inc. represented by certificate No. 10, and 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: 7-9, 2010



Amir Asad

IN THE PRESENCE OF:




EXECUTION VERSION

STOCK POWER

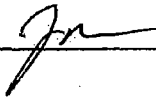
FOR VALUE RECEIVED, the undersigned hereby assigns, and transfers unto [____], a Cook Islands limited liability company, all right, title and interest of the undersigned, beneficially and/or of record, in and to 40 shares of the common stock of Quantec, Inc. represented by certificate No. 11, and does 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: 7-7, 2010



Rohit Krishan

IN THE PRESENCE OF:

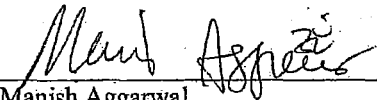


EXECUTION VERSION

STOCK POWER

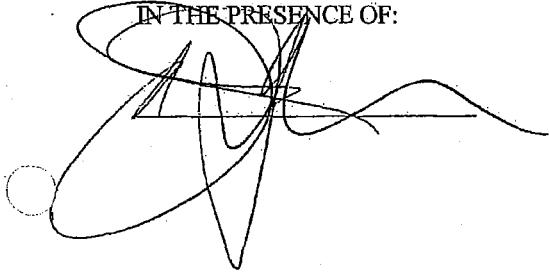
FOR VALUE RECEIVED, the undersigned hereby assigns, and transfers unto [REDACTED], a Cook Islands limited liability company, all right, title and interest of the undersigned, beneficially and/or of record, in and to 5 shares of the common stock of Quantec, Inc. represented by certificate No. 12, and 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: 7/9/10, 2010



Manish Aggarwal

IN THE PRESENCE OF:



EXECUTION VERSION

STOCK POWER

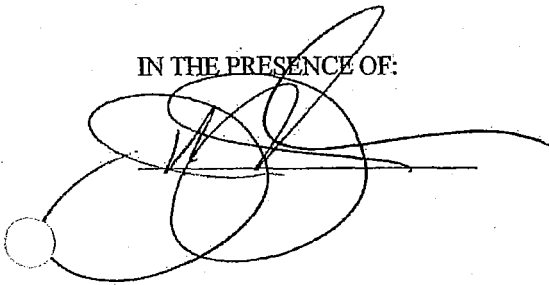
FOR VALUE RECEIVED, the undersigned hereby assigns, and transfers unto [REDACTED], a Cook Islands limited liability company, all right, title and interest of the undersigned, beneficially and/or of record, in and to 2.5 shares of the common stock of Quantec, Inc. represented by certificate No. 13, and 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: 7-2, 2010



Amer Zaveri

IN THE PRESENCE OF:

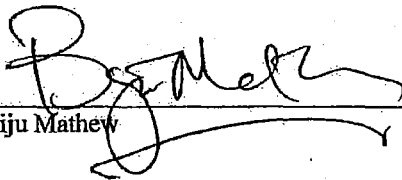


EXECUTION VERSION

STOCK POWER

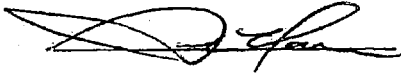
FOR VALUE RECEIVED, the undersigned hereby assigns, and transfers unto [____], a Cook Islands limited liability company, all right, title and interest of the undersigned, beneficially and/or of record, in and to 114.25 shares of the common stock of Iguana Consulting, Inc. represented by certificate No. 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: 7-8, 2010



Biju Mathew

IN THE PRESENCE OF:

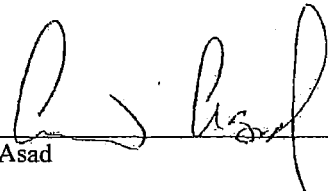


EXECUTION VERSION

STOCK POWER

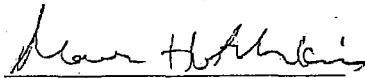
FOR VALUE RECEIVED, the undersigned hereby assigns, and transfers unto [REDACTED], a Cook Islands limited liability company, all right, title and interest of the undersigned, beneficially and/or of record, in and to 45 shares of the common stock of Iguana Consulting, Inc. represented by certificate No. 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: ~~7-9~~ 2010



Amir Asad

IN THE PRESENCE OF:

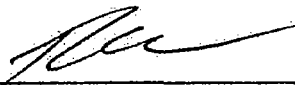


EXECUTION VERSION

STOCK POWER

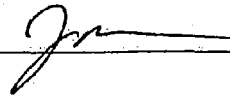
FOR VALUE RECEIVED, the undersigned hereby assigns, and transfers unto [____], a Cook Islands limited liability company, all right, title and interest of the undersigned, beneficially and/or of record, in and to 40 shares of the common stock of Iguana Consulting, Inc. represented by certificate No. 5, 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: 7-7, 2010



Rohit Krishan

IN THE PRESENCE OF:

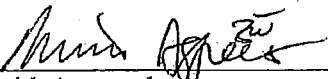


EXECUTION VERSION

STOCK POWER

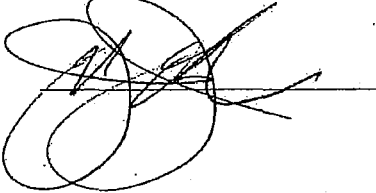
FOR VALUE RECEIVED, the undersigned hereby assigns, and transfers unto [REDACTED], a Cook Islands limited liability company, all right, title and interest of the undersigned, beneficially and/or of record, in and to 5 shares of the common stock of Iguana Consulting, Inc. represented by certificate No. 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: 7-9, 2010



Manish Aggarwal

IN THE PRESENCE OF:

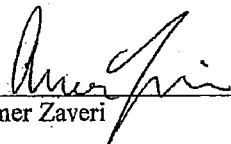


EXECUTION VERSION

STOCK POWER

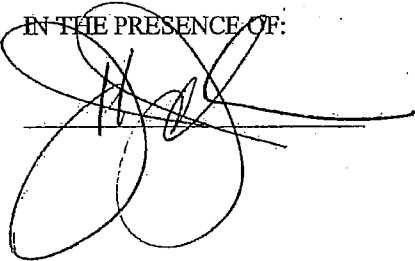
FOR VALUE RECEIVED, the undersigned hereby assigns, and transfers unto [REDACTED], a Cook Islands limited liability company, all right, title and interest of the undersigned, beneficially and/or of record, in and to 2.5 shares of the common stock of Iguana Consulting, Inc. represented by certificate 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: 7-8, 2010



Amer Zaveri

IN THE PRESENCE OF:



EXECUTION VERSION

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

RESIGNING PROTECTOR:

PN MANAGEMENT LIMITED

By: _____
Print Name: Bernard HAISSLY
Title: President

June 21, 2010
Date

SUCCESSOR PROTECTOR:

By: _____
Print Name: _____
Title: _____

Date

RESIGNING PROTECTOR:

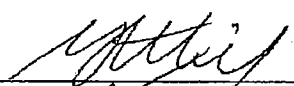
PN MANAGEMENT LIMITED

By: _____
Print Name: _____
Title: _____

Date

SUCCESSOR PROTECTOR:

COOK ISLANDS TRUST PROTECTORS LTD.

By: 
Print Name: ANTHONY WILL
Title: AUTHORISED SIGNATORY

18 August 2010
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 O

Form of Asiastrust 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"), Asiastrust Limited, as Trustee ("Asiastrust"), 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, Asiastrust 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

WHEREAS, the Protector desires to appoint GCSL Trustees Limited as successor Trustee of the Trust.

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

1. Asiastrust does hereby provide written notice to the Protector that it resigns as Trustee of the Trust and Asiastrust 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 liability 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 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, 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 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
ATP DIRECTORS LIMITED
BY ITS DULY AUTHORIZED OFFICER

By: [Signature]
Print name: _____
Title: _____

8/23/2010
Date

SUCCESSOR TRUSTEE

Appointment Accepted

GCSL TRUSTEES LIMITED

By: [Signature]
Print name: Mr. Ngan
Title: Director
by its nominee

Date

ACKNOWLEDGED

PN MANAGEMENT LIMITED,
Protector of The MMSK Trust

By: _____
Print name: Bernard Henry
Title: President

21 June 2010
Date

DECLARATION OF DAMON NELSON

I, Damon Nelson, state and declare as follows:

1. I served 18 months as the registrar for the domain names at issue as part of the bankruptcy proceedings for Ondova Limited Company ("Ondova"). On April 22, 2011, the Court granted the Receiver Peter S. Vogel's motion to appoint me as permanent manager of Novo Point, LLC and Quantec, LLC (the "LLCs").

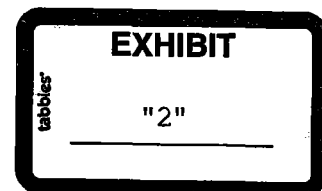
2. The Receiver instructed me to investigate the ownership of the domain name petfinders.com.

3. On October 28, 2011, I received an email from counsel for the Chapter 11 Trustee, Ray Urbanik, in *In re: Ondova Company Limited*, Case No. 09-34784-SGJ, U.S. Bankruptcy Court for the Northern District of Texas. (A true and correct copy of the email is attached hereto as Ex. B-1.)

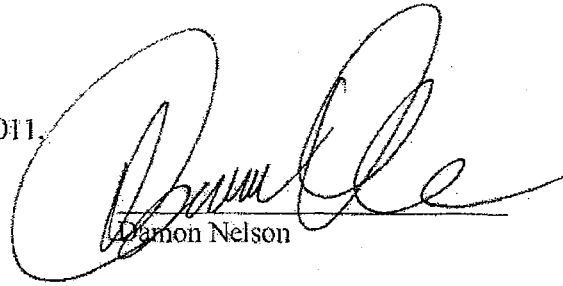
4. I also researched the ownership of petfinders.com on a website called www.domaintools.com. My research demonstrates that on September 25, 2009, Compana, LLC, Ondova's predecessor entity, was the registrant or owner of petfinders.com. (A true and correct copy of a printout from the domaintools.com website dated September 25, 2009, for petfinders.com is attached as Ex. B-2.)

5. My research further demonstrates that as of October 13, 2011, according to domaintools.com, Ondova was still the registrant for petfinders.com. (A true and correct copy of a printout from the domaintools.com website dated October 13, 2011, for petfinders.com is attached as Ex. B-3.)

6. I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.



Executed on October 31, 2011.



Damon Nelson



Damon Nelson <ondovalimited@gmail.com>

FW: 12 domain names that are registered and owned by Compana

1 message

Urbanik, Raymond <RUrbani@munsch.com>

Fri, Oct 28, 2011 at 11:08 AM

To: Damon Nelson <ondovalimited@gmail.com>

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From: Gerrit Pronske [mailto:gpronske@pronskepatel.com]

Sent: Wednesday, June 02, 2010 12:36 PM

To: Urbanik, Raymond; ravinsphere@gmail.com; MacPete, John W.; craig.c@westllp.com; Eric Taube; Corky@syllp.com

Cc: jeffbaron1@gmail.com

Subject: RE: 12 domain names that are registered and owned by Compana

Ray,

We agree that these are the 12 disputed names for purposes of the Settlement Agreement paragraph 4.

Gerrit M. Pronske*

PRONSKE & PATEL, P.C.

2200 Ross Avenue
Suite 5350
Dallas, TX 75201

* Licensed in the States of Texas and New Mexico

(Direct Dial: [214.658.6501](tel:214.658.6501)

(Cell Phone: [214.762.1100](tel:214.762.1100)

Case 09-34784-sgj11 Doc 671-1 Filed 10/31/11 Entered 10/31/11 17:12:22 Desc
Gmail - FW: 12 domain names that are registered and owned by Compana - <https://mail.google.com/mail/?ui=2&ik=aad7b6c6d6&view=pt&search=...>
Exhibit Exhibits A - B-3 Page 8 of 13

3 Fax: [214.658.6509](tel:214.658.6509)

- E-mail: gpronske@pronskepatel.com

8 Web: www.pronskepatel.com

Please click [here](#) to download vCard.

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From: Urbanik, Raymond [<mailto:RUrbanik@Munsch.com>]
Sent: Wednesday, June 02, 2010 9:52 AM
To: ravinsphere@gmail.com; MacPete, John W.
Cc: Gerrit Pronske; Corky@syllip.com
Subject: FW: 12 domain names that are registered and owned by Compana

In addition to: servers.com, the estate owns:

DomainName
BUDGETNAMES.COM
COMPANA.COM
FASHIONMERCHANDISING.COM
LOWPRICEPREPAID.COM
MONDIAL.COM
ONDOVA.COM
PETFINDERS.COM
REFICONSOLIDATION.COM
ROSAPARKS.COM
SPAMHAUS.COM
STRATONET.COM
ZVMAIL.COM

Additionally, pending approval of this Agreement, the Trustee does not waive any and all other claims of ownership to other domain names in the Odd Group Portfolio.

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IRS Circular 230 Notice: To ensure compliance with requirements imposed by the IRS, we inform you that any U.S. tax advice contained in this communication (including any attachments) is not intended or written to be used, and cannot be used, for the purpose of (a) avoiding penalties under the Internal Revenue Code or (b) promoting, marketing or recommending to another party any transaction or matter addressed herein.

ch...

of

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

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

Plaintiffs,

vs.

JEFFREY BARON and
ONDOVA LIMITED COMPANY,

Defendants

§
§
§
§
§
§
§
§

CIVIL ACTION NO. 3-09CV0988-F

ORDER APPOINTING RECEIVER

The Court hereby appoints a receiver and imposes an ancillary relief to assist the receiver as follows:

APPOINTMENT OF RECEIVER

IT IS HEREBY ORDERED that Peter S. Vogel is appointed Receiver for Defendant Jeffrey Baron with the full power of an equity receiver. The Receiver shall be entitled to possession and control over all Receivership Assets, Receivership Parties and Receivership Documents as defined herein, and shall be entitled to exercise all powers granted herein.

RECEIVERSHIP PARTIES, ASSETS, AND RECORDS

IT IS FURTHER ORDERED that the Court hereby takes exclusive jurisdiction over, and grants the Receiver exclusive control over, any and all "Receivership Parties", which term shall include Jeffrey Baron and the following entities:

Village Trust, a Cook Islands Trust
Equity Trust Company IRA 19471
Daystar Trust, a Texas Trust
Belton Trust, a Texas Trust
Novo Point, Inc., a USVI Corporation
Iguana Consulting, Inc., a USVI Corporation
Quantec, Inc., a USVI Corporation
Shiloh, LLC, a Delaware Limited Liability Company
Novquant, LLC, a Delaware Limited Liability Company

EXHIBIT

"3"

Manassas, LLC, a Texas Limited Liability Company
Domain Jamboree, LLC, a Wyoming Limited Liability Company
ID Genesis, LLC, a Utah Limited Liability Company

and any entity under the direct or indirect control of Jeffrey Baron, whether by virtue of ownership, beneficial interest, a position as officer, director, power of attorney or any other authority or right to act. The Court hereby enjoins any person from taking any action based upon any presently existing directive from any person other than the Receiver with regard to the affairs and business of the Receivership Parties, including but not limited to proceeding with the transfer of a portfolio of internet domain names ("Domain Names") for which Ondova Limited Company ("Ondova") acted as registrar. Specifically, but without limitation, VeriSign Inc and The Internet Corporation for Assigned Names and Numbers ("ICANN"), and any other entity connected to the transfer of the Domain Names, shall immediately cease such efforts and shall terminate any movement of the Domain Names.

IT IS FURTHER ORDERED that the Court hereby takes exclusive jurisdiction over, and grants the Receiver exclusive control over, any and all "Receivership Assets", which term shall include any and all legal or equitable interest in, right to, or claim to, any real or personal property (including "goods," "instruments," "equipment," "fixtures," "general intangibles," "inventory," "checks," or "notes" (as these terms are defined in the Uniform Commercial Code)), lines of credit, chattels, leaseholds, contracts, mail or other deliveries, shares of stock, lists of consumer names, accounts, credits, premises, receivables, funds, and all cash, wherever located, and further including any legal or equitable interest in any trusts, corporations, partnerships, or other legal entities of any nature, that are:

1. owned, controlled, or held by, in whole or in part, for the benefit of, or subject to access by, or belonging to, any Receivership Party;
2. in the actual or constructive possession of any Receivership Party; or
3. in the actual or constructive possession of, or owned, controlled, or held by, or subject to access by, or belonging to, any other corporation, partnership, trust, or any

other entity directly or indirectly owned, managed, or controlled by, or under common control with, any Receivership Party, including, but not limited to, any assets held by or for any Receivership Party in any account at any bank or savings and loan institution, or with any credit card processing agent, automated clearing house processor, network transaction processor, bank debit processing agent, customer service agent, commercial mail receiving agency, or mail holding or forwarding company, or any credit union, retirement fund custodian, money market or mutual fund, storage company, trustee, or with any broker-dealer, escrow agent, title company, commodity trading company, precious metal dealer, or other financial institution or depository of any kind, either within or outside of the State of Texas.

IT IS FURTHER ORDERED that the Receiver shall be entitled to any document that any Receivership Party is entitled to possess as of the signing of this order ("Receivership Documents").

IT IS FURTHER ORDERED that all persons who receive actual notice of this Order by personal service or otherwise are hereby restrained and enjoined from:

A. Transferring, liquidating, converting, encumbering, pledging, loaning, selling, concealing, dissipating, disbursing, assigning, spending, withdrawing, granting a lien or security interest or other interest in, or otherwise disposing of any Receivership Assets.

B. Opening or causing to be opened any safe deposit boxes, commercial mail boxes, or storage facilities titled in the name of any Receivership Party, or subject to access by any Receivership Party or under any Receivership Party's control, without providing the Receiver prior notice and an opportunity to inspect the contents in order to determine that they contain no assets covered by this Section;

C. Cashing any checks or depositing any payments from customers or clients of a Receivership Party;

D. Incurring charges or cash advances on any credit card issued in the name, singly or jointly, of any Receivership Party; or

E. Incurring liens or encumbrances on real property, personal property, or other assets in the name, singly or jointly, of any Receivership Party or of any corporation, partnership, or other entity directly or indirectly owned, managed, or controlled by any Receivership Party.

F. The funds, property, and assets affected by this Order shall include both existing assets and assets acquired after the effective date of this Order.

IT IS FURTHER ORDERED that any financial institution, business entity, or person maintaining or having custody or control of any account or other asset of any Receivership Party, or any corporation, partnership, or other entity directly or indirectly owned, managed, or controlled by, or under common control with any Receivership Party, which is served with a copy of this Order, or otherwise has actual or constructive knowledge of this Order, shall:

A. Hold and retain within its control and prohibit the withdrawal, removal, assignment, transfer, pledge, hypothecation, encumbrance, disbursement, dissipation, conversion, sale, liquidation, or other disposal of any of the assets, funds, documents, or other property held by, or under its control:

1. on behalf of, or for the benefit of, any Receivership Party;
2. in any account maintained in the name of, or for the benefit of, or subject to withdrawal by, any Receivership Party; and
3. that are subject to access or use by, or under the signatory power of, any Receivership Party.

B. Deny any person other than the Receiver or his designee access to any safe deposit boxes or storage facilities that are either:

1. titled in the name, individually or jointly, of any Receivership Party; or
2. subject to access by any Receivership Party.

C. Provide the Receiver an immediate statement setting forth:

1. The identification number of each account or asset titled in the name, individually or jointly, of any Receivership Party, or held on behalf thereof, or for the benefit thereof, including all trust accounts managed on behalf of any Receivership Party or subject to any Receivership Party's control;

2. The balance of each such account, or a description of the nature and value of such asset;

3. The identification and location of any safe deposit box, commercial mail box, or storage facility that is either titled in the name, individually or jointly, of any Receivership Party, whether in whole or in part; and

4. If the account, safe deposit box, storage facility, or other asset has been closed or removed, the date closed or removed and the balance on said date.

D. Immediately provide the Receiver with copies of all records or other documentation pertaining to each such account or asset, including, but not limited to, originals or copies of account applications, account statements, corporate resolutions, signature cards, checks, drafts, deposit tickets, transfers to and from the accounts, all other debit and credit instruments or slips, currency transaction reports, 1099 forms, and safe deposit box logs; and

E. Immediately honor any requests by the Receiver with regard to transfers of assets to the Receiver or as the Receiver may direct.

DUTIES OF DEFENDANTS REGARDING ASSETS AND DOCUMENTS

IT IS FURTHER ORDERED that Defendants shall:

A. Within three business days following service of this Order, take such steps as are necessary to turn over control to the Receiver and repatriate to the Northern District of Texas all Receivership Documents and Receivership Assets that are located outside of the Northern District of Texas and are held by or for the Receivership Parties or are under the Receivership Parties' direct or indirect control, jointly, severally, or individually;

B. Within three business days following service of this Order, provide Plaintiff and the Receiver with a full accounting of all Receivership Documents and Receivership Assets wherever located, whether such Documents or Assets held by or for any Receivership Party or are under any Receivership Party's direct or indirect control, jointly, severally, or individually, including the addresses and names of any foreign or domestic financial institution or other entity holding the Receivership Documents and Receivership Assets, along with the account numbers and balances; and

D. Immediately following service of this Order, provide Plaintiff and the Receiver access to Defendants' records and Documents held by Financial Institutions or other entities, wherever located.

POWERS AND DUTIES OF RECEIVER

IT IS FURTHER ORDERED that the Receiver shall immediately present a sworn statement that he will perform his duties faithfully and shall post a cash deposit or bond in the amount of \$1,000.

IT IS FURTHER ORDERED that in addition to all powers granted in equity to receivers, the Receiver shall immediately have the following express powers and duties:

A. To have immediate access to any business premises of the Receivership Party, and immediate access to any other location where the Receivership Party has conducted business and where property or business records are likely to be located.

B. To assume full control of the Receivership Party by removing, as the Receiver deems necessary or advisable, any director, officer, independent contractor, employee or agent of the Receivership Party, including any Defendant, from control of, management of, or participation in, the affairs of the Receivership Party;

C. To take exclusive custody, control, and possession of all assets and documents of, or in the possession, custody or under the control of, the Receivership Party, wherever

situated, including without limitation all paper documents and all electronic data and devices that contain or store electronic data including but not limited to computers, laptops, data storage devices, back-up tapes, DVDs, CDs, and thumb drives and all other external storage devices and, as to equipment in the possession or under the control of the Receivership Parties, all PDAs, smart phones, cellular telephones, and similar devices issued or paid for by the Receivership Party.

D. To act on behalf of the Receivership Party and, subject to further order of the Court, to have the full power and authority to take all corporate actions, including but not limited to, the filing of a petition for bankruptcy as the authorized responsible person as to the Receivership Party, dissolution of the Receivership Party, and sale of the Receivership Party.

E. To divert mail.

F. To sue for, collect, receive, take in possession, hold, and manage all assets and documents of the Receivership Party and other persons or entities whose interests are now held by or under the direction, possession, custody or control of the Receivership Party.

G. To investigate, conserve, hold, and manage all Receivership Assets, and perform all acts necessary or advisable to preserve the value of those assets in an effort to prevent any irreparable loss, damage or injury to consumers or to creditors of the Receivership Party including, but not limited to, obtaining an accounting of the assets, and preventing transfer, withdrawal or misapplication of assets.

H. To enter into contracts and purchase insurance as advisable or necessary.

I. To prevent the inequitable distribution of assets and determine, adjust, and protect the interests of creditors who have transacted business with the Receivership Party.

J. To manage and administer the business of the Receivership Party until further order of this Court by performing all incidental acts that the Receiver deems to be advisable or necessary, which include retaining, hiring, or dismissing any employees, independent contractors, or agents.

K. To choose, engage, and employ attorneys, accountants, appraisers, and other independent contractors and technical specialists (collectively, "Professionals"), as each Receiver deems advisable or necessary in the performance of duties and responsibilities under the authority granted by this Order.

L. To make payments and disbursements from the receivership estate that are necessary or advisable for carrying out the directions of, or exercising the authority granted by, this Order.

M. To institute, compromise, adjust, defend, appear in, intervene in, or become party to such actions or proceedings in state, federal or foreign courts that each Receiver deems necessary and advisable to preserve or recover the assets of the Receivership Party or that each Receiver deems necessary and advisable to carry out the Receiver's mandate under this Order, including but not limited to, the filing of a petition for bankruptcy.

N. To conduct investigations and to issue subpoenas to obtain documents and records pertaining to, or in aid of, the receivership, and conduct discovery in this action on behalf of the receivership estate.

O. To consent to the dissolution of the receivership in the event that the Plaintiff may compromise the claim that gave rise to the appointment of the Receiver, provided, however, that no such dissolution shall occur without a motion by the Plaintiff and service provided by the Plaintiff upon all known creditors at least thirty days in advance of any such dissolution.

LIMITATION OF RECEIVER'S LIABILITY

IT IS FURTHER ORDERED that except for an act of gross negligence, the Receiver and the Professionals shall not be liable for any loss or damage incurred by any of the Receivership Parties, their officers, agents, servants, employees and attorneys or any other person, by reason of any act performed or omitted to be performed by the Receiver and the Professionals in connection with the discharge of his or her duties and responsibilities. Additionally, in the

event of a discharge of the Receiver either by dissolution of the receivership or order of this Court, the Receiver shall have no further duty whatsoever.

PROFESSIONAL FEES

IT IS FURTHER ORDERED that each Receiver and his professionals, including counsel to the Receiver and accountants, are entitled to reasonable compensation for the performance of duties pursuant to this Order and for the cost of actual out-of-pocket expenses incurred by them, which compensation shall be derived exclusively from the assets now held by, or in the possession or control of, or which may be received by the Receivership Party or which are otherwise recovered by the Receiver, against which the Receiver shall have a first and absolute administrative expense lien. The Receiver shall file with the Court and serve on the parties a fee application with regard to any compensation to be paid to professionals prior to the payment thereof.

COOPERATION WITH RECEIVER

IT IS FURTHER ORDERED that the Defendants and all other persons or entities served with a copy of this Order shall fully cooperate with and assist the Receiver. This cooperation and assistance shall include, but not be limited to, providing any information to the Receiver that the Receiver deems necessary to exercising the authority and discharging the responsibilities of the Receiver under this Order; providing any password required to access any computer, electronic account, or digital file or telephonic data in any medium; turning over all accounts, files, and records including those in possession or control of attorneys or accountants; and advising all persons who owe money to the Receivership Party that all debts should be paid directly to the Receiver. Defendants are hereby temporarily restrained and enjoined from directly or indirectly:

- A. Transacting any of the business of the Receivership Party;

B. Destroying, secreting, defacing, transferring, or otherwise altering or disposing of any documents of the Receivership Party including, but not limited to, books, records, accounts, writings, drawings, graphs, charts, photographs, audio and video recordings, computer records, and other data compilations, electronically-stored records, or any other papers of any kind or nature;

C. Transferring, receiving, altering, selling, encumbering, pledging, assigning, liquidating, or otherwise disposing of any assets owned, controlled, or in the possession or custody of, or in which an interest is held or claimed by, the Receivership Party or the Receiver;

D. Drawing on any existing line of credit available to Receivership Party;

E. Excusing debts owed to the Receivership Party;

F. Failing to notify the Receiver of any asset, including accounts, of the Receivership Party held in any name other than the name of any of the Receivership Party, or by any person or entity other than the Receivership Party, or failing to provide any assistance or information requested by the Receiver in connection with obtaining possession, custody or control of such assets;

G. Doing any act that would, or failing to do any act which failure would, interfere with the Receiver's taking custody, control, possession, or management of the assets or documents subject to this receivership; or to harass or interfere with the Receiver in any way; or to interfere in any manner with the exclusive jurisdiction of this Court over the assets or documents of the Receivership Party; or to refuse to cooperate with the Receiver or the Receiver's duly authorized agents in the exercise of their duties or authority under any Order of this Court; and

H. Filing, or causing to be filed, any petition on behalf of the Receivership Party for relief under the United States Bankruptcy Code, 11 U.S.C. §§ 101-1330 (2002), without prior permission from this Court.

IT IS FURTHER ORDERED that:

A. Immediately upon service of this Order upon them, or within such period as may be permitted by the Receiver, Defendants or any other person or entity shall transfer or deliver possession, custody, and control of the following to the Receiver:

1. All assets of the Receivership Party, including, without limitation, bank accounts, web sites, buildings or office space owned, leased, rented, or otherwise occupied by the Receivership Party;

2. All documents of the Receivership Party, including, but not limited to, books and records of accounts, legal files (whether held by Defendants or their counsel) all financial and accounting records, balance sheets, income statements, bank records (including monthly statements, canceled checks, records of wire transfers, and check registers), client lists, title documents, and other papers;

3. All of the Receivership Party's accounting records, tax records, and tax returns controlled by, or in the possession of, any bookkeeper, accountant, enrolled agent, licensed tax preparer or certified public accountant;

4. All loan applications made by or on behalf of Receivership Party and supporting documents held by any type of lender including, but not limited to, banks, savings and loans, thrifts or credit unions;

5. All assets belonging to members of the public now held by the Receivership Party; and

6. All keys and codes necessary to gain or secure access to any assets or documents of the Receivership Party including, but not limited to, access to their business premises, means of communication, accounts, computer systems or other property;

B. In the event any person or entity fails to deliver or transfer any asset or otherwise fails to comply with any provision of this Paragraph, the Receiver may file ex parte an Affidavit of Non-Compliance regarding the failure. Upon filing of the affidavit, the Court may authorize, without additional process or demand, Writs of Possession or Sequestration or other equitable

writs requested by the Receivers. The writs shall authorize and direct the United States Marshal or any sheriff or deputy sheriff of any county, or any other federal or state law enforcement officer, to seize the asset, document or other thing and to deliver it to the Receivers.

IT IS FURTHER ORDERED that, upon service of a copy of this Order, all banks, broker-dealers, savings and loans, escrow agents, title companies, leasing companies, landlords, ISOs, credit and debit card processing companies, insurance agents, insurance companies, commodity trading companies or any other person, including relatives, business associates or friends of the Defendants, or their subsidiaries or affiliates, holding assets of the Receivership Party or in trust for Receivership Party shall cooperate with all reasonable requests of each Receiver relating to implementation of this Order, including freezing and transferring funds at his or her direction and producing records related to the assets of the Receivership Party.

STAY OF ACTIONS

IT IS FURTHER ORDERED that:

A. Except by leave of this Court, during the pendency of the receivership ordered herein, all other persons and entities aside from the Receiver are hereby stayed from taking any action to establish or enforce any claim, right, or interest for, against, on behalf of, in, or in the name of, the Receivership Party, any of their partnerships, assets, documents, or the Receiver or the Receiver's duly authorized agents acting in their capacities as such, including, but not limited to, the following actions:

1. Commencing, prosecuting, continuing, entering, or enforcing any suit or proceeding, except that such actions may be filed to toll any applicable statute of limitations;
2. Accelerating the due date of any obligation or claimed obligation; filing or enforcing any lien; taking or attempting to take possession, custody or control of any asset;

attempting to foreclose, forfeit, alter or terminate any interest in any asset, whether such acts are part of a judicial proceeding or are acts of self-help or otherwise;

3. Executing, issuing, serving or causing the execution, issuance or service of, any legal process including, but not limited to, attachments, garnishments, subpoenas, writs of replevin, writs of execution, or any other form of process whether specified in this Order or not; and

4. Doing any act or thing whatsoever to interfere with the Receiver taking custody, control, possession, or management of the assets or documents subject to this receivership, or to harass or interfere with the Receiver in any way, or to interfere in any manner with the exclusive jurisdiction of this Court over the assets or documents of the Receivership Party;

B. This Order does not stay:

1. The commencement or continuation of a criminal action or proceeding;
and

2. Except as otherwise provided in this Order, all persons and entities in need of documentation from the Receiver shall in all instances first attempt to secure such information by submitting a formal written request to the Receiver, and, if such request has not been responded to within 30 days of receipt by the Receiver, any such person or entity may thereafter seek an Order of this Court with regard to the relief requested.

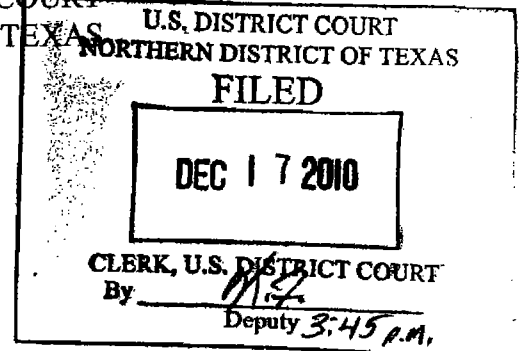
JURISDICTION

IT IS FURTHER ORDERED that this Court shall retain jurisdiction of this matter for all purposes.

SO ORDERED, this 24th day of November, 2010

Royal Ferguson
JUDGE PRESIDING

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



NETSPHERE, INC.,
MANILA INDUSTRIES., INC., AND
MUNISH KRISHAN

PLAINTIFFS,

V.

JEFFREY BARON AND
ONDOVA LIMITED COMPANY,

DEFENDANTS.

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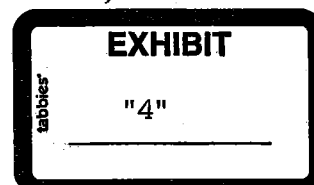
CIVIL ACTION NO. 3:09-CV-0988-F

**ORDER GRANTING THE RECEIVER'S MOTION
TO CLARIFY THE RECEIVER ORDER
WITH RESPECT TO NOVO POINT, LLC AND QUANTEC, LLC**

CAME ON TO BE HEARD, the Receiver Peter S. Vogel's Motion to Clarify the Receiver Order. The Court considered the Motion and finds as follows:

On November 24, 2010, the Court issued an order appointing Peter S. Vogel as the Receiver for Defendant Jeffrey Baron (the "Receiver Order"). [Docket #124.] The Court declares that the Receiver Order's definition of Receivership Parties has always included Novo Point, LLC and Quantec, LLC (the "Clarification").

The Court further clarifies that, based on the Clarification, the Receiver Order requires that the Receiver Parties (including, without limitation Novo Point, LLC and Quantec, LLC, as well as any individuals representing them) comply with all reasonable instructions given to them by the Receiver relating to the Receiver Order, the Receivership Parties, the Receiver Assets, and the Professionals, including, without limitation, instructions relating to the Receiver's efforts to obtain and maintain access to the Receiver Assets ("Further Clarification").



As specific examples of the Further Clarification (although these are merely examples, and not to be construed as limitations of the Further Clarification), the Court ORDERS that the following shall occur:

1. Jeff Harbin shall meet with counsel for the Receiver at an agreed upon time within one week of the date of this Order, at BBVA Compass Bank, 2301 Cedar Springs Road, Dallas, Texas 75201. Once at the bank, Jeff Harbin shall immediately execute whatever documents Receiver's counsel deem(s) necessary, including documents to effectuate the process for the Receiver and his counsel to obtain joint access to the Receiver Assets, including, without limitation, joint access to the following accounts: checking account #XXXXXX1315 at BBVA Compass, in the name of Novo Point, LLC; checking account #XXXXXX1323 at BBVA Compass, in the name of Quantec, LLC; ~~checking account #XXXXXX4043 at BBVA Compass,~~ ~~in the name of Quasar Services, LLC; and checking account #XXXXXX4027 at BBVA~~ ~~Compass.~~ pe
6 Jeff Harbin shall not withdraw funds, issue checks, make other payments or enter ~~or~~ into or execute any contracts (written or oral) or in any way obligate Novo Point, LLC and/or Quantec, LLC in any other way, above the amount of \$3,000.00 (THREE THOUSAND DOLLARS) without the express written or e-mail authorization by the Receiver or his counsel, and the account shall be set up with the bank with those same restrictions (*i.e.*, permitting the Receiver or his counsel to withdraw funds, issues checks, or make payments above \$3,000 without Mr. Harbin's signature, but not permitting Mr. Harbin to withdraw funds, issue checks, or make payments above \$3,000 without the Receiver's or the Receiver's Counsel's signature). On or before the tenth day of each month, Mr. Harbin shall provide the Receiver and his counsel with a full and complete written accounting for the previous month of all of the accounts

identified in this paragraph, including, all transactions (regardless of whether the transactions involved more or less than \$3,000) and including among other things, (a) an accounting of all withdrawals from any and all of these accounts, (b) checks issued from any and all of these accounts, (c) payments made to any and all of these accounts, (d) deposits into any and all of these accounts, (e) contracts (written or oral) entered into on behalf of Quantec, LLC or Novo Point, LLC, and (f) any other obligations entered into on behalf of Quantec, LLC or Novo Point, LLC.

2. Jeff Harbin shall report to the Receiver and his counsel all communications with Jeff Baron within 48 hours after such communications occur.

pl 3. Jeff Harbin shall provide to the Receiver and his counsel all written and e-mail communications occurring since the date of this Order to or from (a) Jeff Baron, (b) Gary Schepps, (c) any other attorney representing Jeff Baron, (d) any other individual purporting to represent or act on behalf of Jeff Baron, (e) Mike Robertson, or (f) any other employee, representative, contractor, or agent of Fabulous.com or any other registrar.

pl 4. The Receiver shall have the right to terminate Jeff Harbin immediately (meaning at any time and without prior notice) if the Receiver reasonably believes that Jeff Harbin is not acting in the best interests of Quantec, LLC or Novo Point, LLC, or if the Receiver reasonably believes that Jeff Harbin is not complying with this Order or is working in conjunction with Jeff Baron to obstruct the Receiver from complying with the Receiver Order dated November 24, 2010.

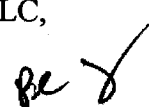
5. Jeff Harbin shall immediately execute whatever documents Receiver's counsel deem(s) necessary to effectuate the process of the Receiver and his counsel obtaining sole access to all other *domestic* accounts comprising the Receiver Assets, including, without limitation: Roth Conversion IRA account #XXXXXXXXXX0491 at Dreyfus Investments, in the name of the Bank of New York Mellon Cust f/b/o Jeffrey D. Baron; IRA account #U647003 at Delaware Charter Guarantee & Trust d/b/a Principal Trust Company, in the name of Jeff Baron; Roth IRA account #XXX55 at Sterling Trust Company, in the name of Jeff Baron; money market account #XXXXX9290 at Las Colinas Federal Credit Union, in the name of Jeff D. Baron; Roth IRA account #XX471 at Equity Trust Company, in the name of Jeffrey Baron; account #XXX-XXX236 with TD Ameritrade, in the name of Jeffrey Baron; money market account #XX-XXXXX0893 at American Century Investments, in the name of Jeffrey D. Baron; checking account #XXXXXXX9614 at Capital One Bank, in the name of Jeffrey D. Baron; money market account #XXXXXXX5908 at Capital One Bank, in the name of Jeffrey D. Baron; savings account #XXXXXXX0961 at Capital One Bank, in the name of Jeffrey D. Baron; money market account #XXXX-XXXXXXX7102 at Dreyfus Investments, in the name of Jeffrey D. Baron; money market account #XXX-XXXXXXX1818 at Evergreen Investments, in the name of Jeffrey D. Baron; checking account #XXXXXXX5728 at Hibernia National Bank, in the name of Jeffrey D. Baron; international stock index fund account #XXXX-XXXXXXXXXX7792 at The Vanguard Group, in the name of Jeffrey D. Baron; checking account #XXXXXXXXX1261 at Woodforest National Bank, in the name of Jeffrey D. Baron; CD account #CDXXXXXXXXX1063 at Woodforest National Bank, in the name of Jeffrey D. Baron; CD account #CDXXXXXXXXX1064 at Woodforest National Bank, in the name of Jeffrey D. Baron; CD account #CDXXXXXXXXX1065

at Woodforest National Bank, in the name of Jeffrey D. Baron; CD account #CDXXXXXXX2223 at Woodforest National Bank, in the name of Jeffrey D. Baron; CD account #CDXXXXXXX7831 at Woodforest National Bank, in the name of Jeffrey D. Baron; commercial checking account #XXXXXXX1811 at NetBank, in the name of Compana LLC; checking account #XXXXXXX3093 at Bank of America, in the name of Diamond Key, LLC; Roth IRA account #XXX-XX1396 at Mid-Ohio Securities Corporation, in the name of Equity Trust Co. Cust IRA of Jeffrey Baron; checking account #XXXXXXX8930 at Bank of America, in the name of Manassas, LLC; checking account #XXXX7068 at Park Cities Bank, in the name of Manassas, LLC; checking account #XXXX1121 at Park Cities Bank, in the name of Novo Point, LLC; account #XXXX3100 at Las Colinas Federal Credit Union, in the name of Ondova Limited Company; and checking account #XXXX1618 at Park Cities Bank, in the name of Quantec, LLC (collectively, the "Baron Domestic Accounts"). For example, but not to be taken as a limitation, Jeff Harbin shall execute immediately upon their presentation letters drafted by the Receiver to each of the aforementioned financial institutions maintaining the Baron Domestic Accounts instructing them immediately to direct any and all funds in Baron Domestic Accounts to the one or more of the accounts identified in paragraph 1 of this Order.

6. Jeff Harbin shall immediately execute whatever documents Receiver's counsel deem(s) necessary to effectuate the process of the Receiver and his counsel obtaining sole access to all *non-domestic* accounts comprising the Receiver Assets, including, without limitation, all accounts located in the Cook Islands that are owned, controlled or held by, in whole or in part, for the benefit of, or subject to access by, or belonging to any Receivership Party or any other corporation, partnership, trust, or any other entity directly or indirectly owned, managed, or

controlled by, or under common control with, any Receivership Party, including, without limitation, Southpac Trust Limited, The Village Trust, Quantec, LLC, Iguana Consulting, LLC, Novo Point, LLC, Iguana Consulting, Inc., and Quantec, Inc. ("Cook Island Accounts"). For example, but not to be taken as a limitation, Jeff Harbin shall execute immediately upon their presentation letters drafted by the Receiver to Brian Mason and Tine Faasili Ponia^a at Southpac Trust Limited and Adrian Taylor at Asiaticititrust with instructions relating to any and all Cook Island Accounts managed, controlled by, held by, subject to access by Southpac Trust Limited ("Southpac Trust Limited Accounts"), including a copy of this Order and instructions from Mr. Harbin that Brian Mason, Tine Faasili Ponia, or anyone working for or with either of them including Adrian Taylor at Asiaticititrust shall (a) not withdraw any amounts from the Southpac Trust Limited Accounts, (b) not transfer any amounts from those Southpac Trust Limited Accounts, (c) not close the Southpac Trust Limited Accounts, and (d) to take all actions necessary to allow the Receiver and his counsel to gain sole access to and withdraw funds from the Southpac Trust Limited Accounts and direct said funds to one or more of the accounts identified in paragraph 1 of this Order. Nothing in this Order shall be construed either as evidencing or not evidencing that Jeff Harbin, Novo Point, LLC and/or Quantec, LLC are or are not in control of any of the trusts (*i.e.*, the Court is not issuing a ruling at this time as to whether Jeff Harbin, Novo Point, LLC, or Quantec LLC control any of the trusts). Likewise Mr. Harbin's, Novo Point, LLC's and/or Quantec LLC's^x compliance with this Order and/or the Receiver's instructions shall not be construed either as evidencing or not evidencing that any of Jeff Harbin, Novo Point, LLC and/or Quantec, LLC are or are not in control of any of the trusts.

7. Jeff Harbin shall immediately execute whatever documents the Receiver or his counsel deem(s) necessary to divert funds to be transferred *by* certain revenue sources (including, but not limited to Netsphere, Hitfarm, Namedrive, Firstlook, Parked, DDC.com, Domainsponsor.com, SEDO, and Trellian / Above) ("Revenue Sources"), *from* whatever accounts the Revenue Sources were currently sending funds *to* one or more of the accounts identified in paragraph 1 of this Order. Further, but not to be taken as a limitation, Jeff Harbin shall immediately upon their presentation execute letters drafted by the Receiver to any internet domain name monetizers instructing the same to direct all funds immediately to one or more of the accounts identified in paragraph 1 of this Order. Mr. Harbin shall not divert or cause to be diverted any funds *by* the Revenue Sources *from* any of the accounts identified in paragraph 1 of this Order *to* any other accounts without prior written or e-mail authorization from the Receiver or his counsel.

8. Without prior written or e-mail authorization of the Receiver or his counsel, Jeff Harbin shall not attempt to retain or terminate any of the Receiver's Professionals, or any employees, contractors, or other service providers of Quantec, LLC or Novo Point, LLC, including, without limitation, hire or fire attorneys, CPAs, consultants, or the like. 

9. By 9:00 a.m. on December 28, 2010, Thomas Jackson and Joshua Cox shall both file a sworn statement to the Court setting forth the following information and copies of written documents sufficient to evidence these materials for legal services:

- a. Whom do you purport to represent.
- b. When did you commence that representation?
- c. What is the name of the individual who retained you to represent that party(ies)?
- d. Whether you have been paid a retainer, the amount of the retainer, and the account from which the retainer payment was drawn.

10. By 9:00 a.m. on December 28, 2010, Thomas Jackson, Joshua Cox, James Eckels, and Jeff Harbin, and shall each file a sworn statement to the Court setting forth the following information and copies of written documents sufficient to evidence these materials for legal

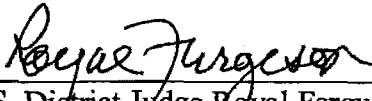
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service:

- a. The amounts you have received from any Receivership Parties since the date of the Receiver Order ("Post Receiver Order Payments").
- b. Who provided you with the Post Receiver Order Payments.
- c. The account from which the Post Receiver Order Payments was drawn.

If any of these ORDERS are not strictly followed, the Court ORDERS that the Receiver file a SHOW CAUSE MOTION FOR CONTEMPT.

SO ORDERED.

DATED: 12/17/2010


U.S. District Judge Royal Ferguson

Case 09-34784-sgj11 Doc 651 Filed 09/12/11 Entered 09/12/11 21:37:54 Desc
Main Document Page 1 of 4

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

In re:

ONDOVA LIMITED COMPANY,

Debtor

§
§
§
§
§

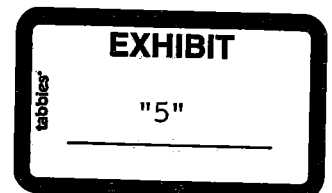
Case No. 09-34784-SGJ
(Chapter 11)

**R2019 DISCLOSURES BY GARY N. SCHEPPS AND CHRISTOPHER A. PAYNE AS
REQUIRED BY THE BANKRUPTCY COURT'S ORDER DATED SEPTEMBER 6, 2011**

TO THE HONORABLE JUDGE:

NOW COME Gary N. Schepps and Christopher A. Payne, co-counsel in the appeal of various orders from this Honorable Court, and hereinafter "the attorneys". The attorneys hereby file their R2019 Disclosures as required by this Court's Order dated September 6, 2011, and would show the Court as follows:

- A. The attorneys' only joint representation is the above described appeal. The attorneys' client is the Cook Islands LLC "Novo Point" by and through the manager of that company pursuant to laws of the sovereign government of the Cook Islands. The address of the company is ANZ House, Main Road, Avaruna, Rarotonga, Cook Islands. The nature and amount of any claim or interest and the time of acquisition is not known to the attorneys beyond the rights provided for in the "Global Settlement" and the property rights of the company in domain names registered via Ondova, and/or transferred to the company or a predecessor in interest to the company. Gary N. Schepps was separately retained directly by the Cook Islands manager of the company to represent the company on or about January 2011. Christopher A. Payne was retained by the company's local



operations manager to represent the company on or about June, 2011. Unrelated to any appearance or representation in the Bankruptcy Court, Gary N. Schepps has been ordered by the US District Court to represent Jeff Baron and has also been retained to represent the Cook Islands Company Quantec, LLC; and Christopher A. Payne has been retained to represent the Cook Islands Company Quantec, LLC.

- B. The empowering instrument for Gary N. Schepps to act on behalf of the Cook Islands entity Novo Point, LLC., is attached, and the empowering instrument for Christopher A. Payne will be filed in a supplemental filing when the instrument is received from the Cook Islands.

Respectfully submitted,

/s/ Gary N. Schepps

Gary N. Schepps
Texas State Bar No. 00791608
5400 LBJ Freeway, Suite 1200
Dallas, Texas 75240
(214) 210-5940 - Telephone
(214) 347-4031 - Facsimile
Email: legal@schepps.net

/s/Christopher A. Payne

Law Office of Christopher A. Payne, PLLC
5055 Addison Circle, Unit 428
Addison, TX 75001
Phone: 214-484-6598
Fax: 214-484-6598

Case 09-34784-sgj11 Doc 651 Filed 09/12/11 Entered 09/12/11 21:37:54 Desc
Main Document Page 3 of 4

Certificate of Service

On this date I electronically submitted the foregoing document using the electronic case filing system of the Bankruptcy Court. I hereby certify that I have served all counsel and/or *pro se* parties of record who receive notice through the PACER system.

/s/ Gary N. Schepps

**NOVO POINT, LLC
Manager's Resolution
13 January, 2011**

1. The Company has been served with documentation in a proceeding with reference 3: 09CV00988-F; *Netsphere Inc., et al., v. Baron, et al.*; in the US District Court for the Northern District of Texas (the "Case") in which the Company is purportedly made subject to a receivership and freezing order (the "Order").
2. The Company is not a party to the proceeding. It was never served any documents relating to the Case prior to receipt of the Order. The Company is not incorporated in the United States and the basis on which jurisdiction is asserted is unknown.
3. The Company wishes to employ counsel to challenge the validity of the Order insofar as it names the Company.
4. The Company has consulted with and requested Gary N. Schepps, Esq., Attorney & Counselor (the "Attorney") of Dallas in the State of Texas in the United States of America to represent the Company in the Case.
5. The Attorney has agreed to represent the Company on the terms and conditions set out in a certain letter of engagement ("Engagement Letter") sighted by the Manager prior to passing this resolution.

Resolved

To engage the Attorney to represent the Company in the Case by signing the Engagement Letter and forwarding the same to the Attorney.



Corporate Director Management Services, LLC,
Manager by its authorised signatory Narida Crocombe

Case 09-34784-sgj11 Doc 676 Filed 11/07/11 Entered 11/07/11 23:53:48 Desc
Main Document Page 1 of 24

Gary N. Schepps
Texas State Bar No. 00791608
5400 LBJ Freeway, Suite 1200
Dallas, Texas 75240
(214) 210-5940 - Telephone
(214) 347-4031 - Facsimile
Email: legal@schepps.net

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	§	

**PETFINDERS 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:

NOW COMES Petfinders, LLC ("Petfinders") and files this 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 October 7, 2011, the Trustee filed his Trustee's Motion for Authority to Sell Property of the Estate seeking authority to sell the domain name "PETFINDERS.COM" pursuant to the authority granted in section 363 of the Bankruptcy Code.

2. In such Motion, the Trustee alleges that the Estate owns the internet domain name "Petfinders.com" ("the Domain Name") which he claims must be liquidated. Petfinders objects to the Trustee's Motion as the Estate does not own the name he now seeks to sell, the domain is worth around 100 to 400 times the price the Trustee seeks to sell the asset for in private, non-

auction sale, and the asset does not present any liability to the Estate. Rather, Novo Point LLC is the owner of these name 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").

3. 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 ... "

4. Petfinders.com was registered with Ondova Limited Company before December 29, 2005 and was not subject to an active claim against Ondova. Similarly, the name was registered prior to Discovery Communications' registration of the singular "PetFinder".

5. Accordingly, the domain name was conveyed pursuant to the Assignment from Ondova to Macadamia dated December 30, 2005, and Ondova has no ownership interest in this name.

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 LLC 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 NovoPoint LLC 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 that they do not own.

11. Moreover, both the Trustee and Peter Vogel have conceded that the above described transfer of ownership was effectuated and that Novo Point thereby owned domain names held by Ondova on the ‘disputed domains’ list. See Exhibit C. The underlying ownership facts concerning Petfinders.com are exactly the same as the facts concerning the domain names the

Case 09-34784-sgj11 Doc 676 Filed 11/07/11 Entered 11/07/11 23:53:48 Desc
Main Document Page 4 of 24

Trustee and the Receiver have conceded on the record are not the property of Ondova.

12. The owner of Novo Point LLC, and beneficial owner of Petfinders.com, assigned its rights and interest in Petfinders.com to Petfinders LLC.

13. Accordingly, Petfinders, objects to the Trustee's Motion for Authority to Sell this asset and requests that the Trustee's Motion be in all things denied.

II PRAYER

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

Respectfully submitted this November 7, 2011.

Respectfully submitted,

/s/ Gary N. Schepps

Gary N. Schepps
Texas State Bar No. 00791608
5400 LBJ Freeway, Suite 1200
Dallas, Texas 75240
(214) 210-5940 - Telephone
(214) 347-4031 - Facsimile
Email: legal@schepps.net

Attorney for Petfinders, LLC

Case 09-34784-sgj11 Doc 676 Filed 11/07/11 Entered 11/07/11 23:53:48 Desc
Main Document Page 5 of 24

Certificate of Service

On this date, I electronically submitted the foregoing document with the clerk of court for the U.S. Bankruptcy Court, Northern District of Texas, Dallas, using the electronic case filing system of the Northern District. I hereby certify that I have served all counsel and/or *pro se* parties of record electronically who receive service via the Bankruptcy Court's PACER system.

/s/ Gary N. Schepps

Exhibit A

ASSIGNMENT

THIS ASSIGNMENT ("Assignment") is dated as of December 30, 2005 from ONDOVA LIMITED COMPANY, a ~~California corporation~~ ^{WYOMING} ("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: Jeff Ba
Its: PRESIDENT

ASSIGNEE:

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

By: _____
Its: _____

Case 09-34784-sgj11 Doc 676 Filed 11/07/11 Entered 11/07/11 23:53:48 Desc
Main Document Page 7 of 24

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:

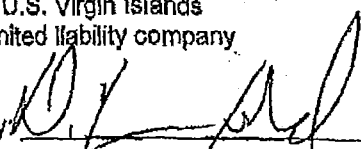
Ondova Limited Company,
A Wyoming limited liability company

By: _____

Its: _____

ASSIGNEE:

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

By:  _____

Its:  _____

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.

Case 09-34784-sgj11 Doc 676 Filed 11/07/11 Entered 11/07/11 23:53:48 Desc
Main Document Page 9 of 24

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.

Case 09-34784-sgj11 Doc 676 Filed 11/07/11 Entered 11/07/11 23:53:48 Desc

DEC. 30. 2005 5:34AM Main Document Page 11 of 24

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. KleinTitle: 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

Case 09-34784-sgj11 Doc 676 Filed 11/07/11 Entered 11/07/11 23:53:48 Desc
Main Document Page 13 of 24

12/1/2005 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

Case 09-34784-sgj11 Doc 676 Filed 11/07/11 Entered 11/07/11 23:53:48 Desc
Main Document Page 14 of 24

Case 09-34784-sgj11 Doc 676 Filed 11/07/11 Entered 11/07/11 23:53:48 Desc
Main Document Page 15 of 24

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

Case 09-34784-sgj11 Doc 676 Filed 11/07/11 Entered 11/07/11 23:53:48 Desc
Main Document Page 19 of 24

DEC. 30. 2005 5:35AM

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NO. 3787 P. 22/55

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. C. [illegible]

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.

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: _____

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.

Exhibit B

**GOVERNMENT OF
THE VIRGIN ISLANDS OF THE UNITED STATES**

-O-

CHARLOTTE AMALIE, ST. THOMAS, VI 00802

Corp. No. 55400

OFFICE OF THE LIEUTENANT GOVERNOR

To Whom These Presents Shall Come:

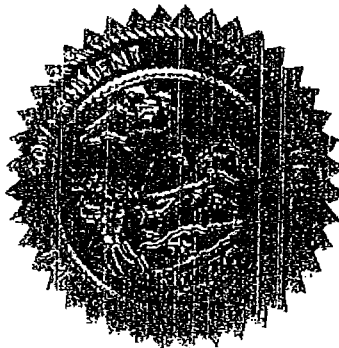
I, VARGRAVE A. RICHARDS, Lieutenant Governor of the Virgin Islands, do hereby
certify that:

MACADAMIA MANAGEMENT, LLC

a Virgin Islands Limited Liability Company, filed in the Office of the Lieutenant Governor on
March 1, 2006, as provided for by law, Articles of Amendment to Articles of Organization
duly acknowledged; changing its name to

BLUE HORIZON LIMITED LIABILITY COMPANY

WHEREFORE the said Correction is hereby declared to have been duly recorded in this
office on the aforesaid and to be in full force and effect from that date.



In Witness Whereof, I have hereunto set my
hand and affix the seal of the Government of the
United States Virgin Islands, at Charlotte
Amalie, this 10th day of March, A. D., 2006.

Vargrave Richards

VARGRAVE A. RICHARDS
Lieutenant Governor of the Virgin Islands

Case 09-34784-sgj11 Doc 676 Filed 11/07/11 Entered 11/07/11 23:53:48 Desc
Main Document Page 23 of 24
Colloquy

Exhibit C

1 time. Mr. Payne's been in the case since April. Mr. Schepps
2 has been in the case since last November. So all of the
3 things raised in the appeal -- and I'm not here to talk about
4 the appeals in substance -- it's absolutely ludicrous. These
5 attorneys have had notice. Everyone watches the Ondova
6 docket. And for them to come in and say we were surprised by
7 the Court's order and the Court's approval of the sale of the
8 name, truly is -- it's absolutely false.

9 In fact they participated in the hearing. Mr. Olson
10 was here and was able to participate in the hearing, and fully
11 was -- in fact I had had numerous conversations with Mr. Olson
12 prior to the hearing, and they were fully aware of what was
13 going on.

14 THE COURT: And remind me, the sale order ended up
15 carving this all down to just one domain name, right?

16 MR. URBANIK: That is correct, Judge.

17 THE COURT: Which one was it? I can't remember?

18 MR. URBANIK: Mondial.com.

19 THE COURT: Okay.

20 MR. URBANIK: And, Your Honor, the settlement
21 agreement between -- the big settlement agreement from the
22 summer of 2010 provided that certain domain names were
23 property of Ondova, but permitted Mr. Baron to raise an
24 objection to their ownership. Mr. Vogel now stands in the
25 shoes of Mr. Baron. And prior to the hearing we had on the

1 sale, there was extensive meetings between the receiver and
2 the trustee about which names were receivership names and
3 which names were Ondova names. And as a result of those
4 meetings, it was determined that Ondova did own Mondial. The
5 receiver owned the other ones, and both sides were comfortable
6 with that. That's why the receiver wasn't here in July
7 complaining about the trustee having that one domain name to
8 sell. So Mr. Vogel fulfilled his duties under the settlement
9 agreement by examining which names were which.

10 Mondial.com is a name that was owned by Ondova on the
11 petition date. And what we did, Your Honor, to investigate
12 that, was to purchase a software program that allowed us to
13 investigate ownership of names at certain points in time. Mr.
14 Nelson is here today; if there was any evidence needed that
15 shows that that name was owned by Ondova on the petition date
16 in 2009.

17 I'm going at little fast, Your Honor. But what I
18 think the Court needs to -- we need to jump into here is, you
19 know, what these attorneys could have done instead of what
20 they did. They filed three appeals and a motion to stay.
21 They could have immediately filed with this Court a motion to
22 appear in accordance with your order; a motion to document
23 their role in this case, that they represented Nova Point or
24 Quantec. They would have given therefore -- they could have
25 had a legitimate chance to present why they're Novo Point's

Case 09-34784-sgj11 Doc 648 Filed 09/06/11 Entered 09/06/11 15:40:41 Desc
Main Document Page 1 of 9

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. Gammie
United States Bankruptcy Judge

Signed September 06, 2011

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

IN RE:

ONDOVA LIMITED COMPANY,

Debtor.

§
§
§
§
§

Case No. 09-34784-SGJ-11

ORDER: (A) GRANTING, IN SUBSTANTIAL PART, TRUSTEE'S MOTION TO:
(I) SHOW CAUSE WHY CHRISTOPHER PAYNE AND GARY SCHEPPS SHOULD NOT
BE HELD IN CONTEMPT AND SANCTIONED; AND (II) STRIKE NOTICES
OF APPEAL AND MOTION TO STAY SALE ORDER [DE # 637]; AND
(B) SETTING SHOW CAUSE HEARING ON OCTOBER 24, 2011, AT 10:30 A.M.,
AS TO ACTIONS OF LAWYERS CHRISTOPHER PAYNE AND GARY SCHEPPS

I. INTRODUCTION.

The court held a hearing on September 1, 2011 on the Trustee's Motion to: (I) Show Cause Why Christopher Payne and Gary Schepps Should Not Be Held in Contempt and Sanctioned; and (II) Strike Notices of Appeal and Motion to Stay Sale Order (the "Motion") [DE # 637]. Appearing at the hearing, among others, were: (a) the Chapter 11 Trustee for Ondova Limited Company ("Ondova"), Daniel Sherman ("Trustee"); (b) the Trustee's

EXHIBIT

"7"

Case 09-34784-sgj11 Doc 648 Filed 09/06/11 Entered 09/06/11 15:40:41 Desc
Main Document Page 2 of 9

counsel; (c) counsel for the Receiver, Peter Vogel (the "Receiver"), who was appointed, in 2010, by United States District Judge Royal Furgeson in Civil Action No. 3:09-CV-0988-F, as receiver over Jeffrey Baron, the former principal of Ondova, and related entities (the "Baron Receivership Action"); (d) Joshua Cox, counsel for Novo Point, LLC, which entity is a Baron-related entity that is subject to the Baron Receivership Action (Mr. Cox's authority to act as counsel for Novo Point, LLC was previously approved and/or acknowledged in the Baron Receivership Action); (e) Christopher Payne, an attorney appearing for himself, and who has recently purported to represent Novo Point, LLC in the above-referenced bankruptcy case; and (f) Gary Schepps, an attorney appearing for himself, and who purports to be appellate counsel for Jeffrey Baron and perhaps Baron-related entities.

In the Motion, the Trustee requested that the bankruptcy court strike five pleadings (the "Five Pleadings") that were signed by Christopher Payne and, in all but one case, electronically filed by Gary Schepps. The Five Pleadings were allegedly filed by Payne/Schepps on behalf of **Novo Point, LLC**, which entity—as mentioned above—is related to Jeffrey Baron and is under the control of the Receiver, pursuant to Orders signed by District Judge Royal Furgeson on November 24, 2010, and December 17, 2010. In fact, the main purpose of Judge Furgeson's

Case 09-34784-sgj11 Doc 648 Filed 09/06/11 Entered 09/06/11 15:40:41 Desc
Main Document Page 3 of 9

Order dated December 17, 2010 was to specifically clarify that the entity Novo Point, LLC was a part of the Baron Receivership Action and any individuals allegedly representing it were to comply with all instructions given to them by the Receiver.¹ Such December 17, 2010 Order was agreed to by Joshua Cox and James Eckles—who were then attorneys for Novo Point, LLC. The Trustee has requested that the Five Pleadings be stricken, since Christopher Payne and Gary Schepps had no authority from the Receiver to file them on behalf of Novo Point, LLC. The Trustee also asked for a Show Cause Order why Christopher Payne and Gary Schepps should not be sanctioned and held in contempt of the bankruptcy court, since the bankruptcy court has previously ruled that Christopher Payne, his firm, Dennis Olson, and Dennis Olson's firm may not appear in the bankruptcy court on behalf of Novo Point, LLC ***without first filing a motion for authority to do so, which motion must be supported by compelling evidence, including live testimony from a Brian Mason and Lisa Katz-i.e., the ones who have allegedly given instructions to Christopher Payne to take legal positions for Novo Point, LLC.*** See DE ## 605 & 609.

II. THE FIVE PLEADINGS.

The Five Pleadings that the Trustee asked to have stricken

¹ The December 17, 2010 Order contained similar clarification provisions concerning a Baron-related entity known as Quantec, LLC.

Case 09-34784-sgj11 Doc 648 Filed 09/06/11 Entered 09/06/11 15:40:41 Desc
Main Document Page 4 of 9

were:

1. Notice of Appeal² [DE # 610], filed 8/16/11.
2. Notice of Appeal³ [DE # 612], filed 8/18/11.
3. Notice of Appeal⁴ [DE # 613], filed 8/18/11.
4. Amended Notice of Appeal⁵ [DE # 614], filed 8/18/11.
5. Motion for Stay Pending Appeal⁶ [DE # 615], filed 8/18/11.

² This Notice of Appeal pertained to an Order [DE # 605] granting the Receiver's Motion for Show of Authority, in which the bankruptcy court ruled that Christopher Payne, his firm, Dennis Olson, and Dennis Olson's firm had no authority to appear in the bankruptcy court for the entities Novo Point, LLC and Quantec, LLC, and that they may not appear before the bankruptcy court in the future for these entities without filing first a motion for authority to do so, which is supported by compelling evidence including live testimony from Brian Mason and Lisa Katz (the human beings who supposedly gave authority to Payne/Olson to take legal positions for Novo Point, LLC and Quantec, LLC).

³ This Notice of Appeal pertained to an Order [DE # 607] granting the Trustee's Motion to Sell Property of the Estate ("Sale Motion"), in which the bankruptcy court ruled that the Trustee may engage in efforts to sell a certain Internet domain name owned by Ondova called "mondial.com."

⁴ This Notice of Appeal pertained to an Order [DE # 609] granting the Trustee's Motion to Strike the objection to the Trustee's Sale Motion, which objection had been filed purportedly on behalf of Novo Point, LLC by attorneys Christopher Payne and Dennis Olson.

⁵ This Amended Notice of Appeal (like the Notice of Appeal found at DE #610), pertained to the Order [DE # 605] granting the Receiver's Motion for Show of Authority, in which the bankruptcy court ruled that Christopher Payne, his firm, Dennis Olson, and Dennis Olson's firm had no authority to appear in the bankruptcy court for the entities Novo Point, LLC and Quantec, LLC and that they may not appear before the bankruptcy court in the future for these entities without filing first a motion for authority to do so, which is supported by compelling evidence including live testimony from Brian Mason and Lisa Katz (the human beings who supposedly gave authority to Payne/Olson to take legal positions for Novo Point, LLC and Quantec, LLC). It is unclear what necessitated the amendment.

⁶ This Motion for Stay Pending Appeal pertained to the Order [DE # 607] granting the Trustee's Motion to Sell Property of the Estate (the "Sale Motion"), in which the bankruptcy court ruled that the Trustee may engage in efforts to sell a certain Internet domain name owned by Ondova called "mondial.com."

Case 09-34784-sgj11 Doc 648 Filed 09/06/11 Entered 09/06/11 15:40:41 Desc
Main Document Page 5 of 9

All of the Five Pleadings were signed by Christopher Payne. Additionally, all of the Five Pleadings except DE #610 were filed electronically by attorney Gary Schepps who, as mentioned above, describes himself as appellant counsel to Jeffrey Baron and Baron's related entities (DE # 610 was hand-filed by Christopher Payne who represented that he is not an E-Filer).

III. EXPLANATIONS AND ARGUMENTS GIVEN BY CHRISTOPHER PAYNE AND GARY SCHEPPS.

Christopher Payne represented to the bankruptcy court at the September 1, 2011 hearing that he did not believe a Notice of Appeal fell within the scope of the bankruptcy court's orders banning him from appearing in the bankruptcy court on behalf of Novo Point, LLC, since a Notice of Appeal is essentially directed to the district court. He also represented that he had no choice but to file the Motion for Stay Pending Appeal at the bankruptcy court level, due to Bankruptcy Rule 8005. Gary Schepps allegedly only became entangled in all of this because Christopher Payne does not have the ability to E-File in the bankruptcy court and Schepps agreed to help him. Additionally, Gary Schepps (somehow) does not believe that Notices of Appeal are "pleadings," nor that filing documents with the Bankruptcy Clerk is the same as filing documents with the court.

IV. RULING.

The positions now taken by Messrs. Payne and Schepps appear weak at best. The court is more inclined to believe that

Case 09-34784-sgj11 Doc 648 Filed 09/06/11 Entered 09/06/11 15:40:41 Desc
Main Document Page 6 of 9

vexatious litigation tactics and gamesmanship are at play. As pointed out by the Trustee, Messrs. Payne and Schepps could have filed motions for authority to file the Notices of Appeal and the Motion for Stay Pending Appeal, and presented evidence and testimony from Brian Mason and Lisa Katz explaining their basis for taking legal actions on behalf of Novo Point, LLC. Mr. Payne and Mr. Schepps do not seem to understand basic notions of corporate governance (at least where this Baron Receivership Action is concerned). Multiple entities cannot speak for or be in control of Novo Point, LLC. Right now, pursuant to a District Court Order, the Receiver has governance and control over Novo Point, LLC. The District Court Order is on appeal. The District Court Order may be overturned. But meanwhile, the Order is not stayed and it controls. Parties who are aggrieved by that Order have standing to appeal it and take legal positions to protect their interests. Such parties might include stakeholders of Novo Point, LLC (such as creditors or shareholders). But Novo Point, LLC—unless and until the District Court's Receivership Orders are reversed—speaks through only one master. The bankruptcy court—despite this seemingly unrefutable fact—gave Mr. Payne the opportunity to file a motion for authority to file pleadings on behalf of Novo Point, LLC, if he wanted to try and convince the bankruptcy court that there is some legal way for Novo Point, LLC to appear and file pleadings in the bankruptcy court absent

Case 09-34784-sgj11 Doc 648 Filed 09/06/11 Entered 09/06/11 15:40:41 Desc
Main Document Page 7 of 9

instructions to do so from the Receiver. But, rather than file such a motion, Payne decided to ignore that opportunity and attempt an appeal. Even when the court held a hearing on the Trustee's Motion, Messrs. Payne and Schepps showed up in the bankruptcy court with no witnesses and no documentation that might somehow support their authority to act for Novo Point, LLC.

WHEREFORE, the court now **ORDERS** as follows:

1. The court has jurisdiction over the Trustee's Motion pursuant to 28 U.S.C. § 1334 and 28 U.S.C. § 157(b).⁷ The court overrules the arguments of Messrs. Payne and Schepps that the case of *Stern v. Marshall* 131 S. Ct. 63 (2011) deprives a non-Article III court from policing activity of lawyers and parties before the court through mechanisms such as sanctions and contempt.⁸

2. The Five Pleadings are hereby **STRICKEN**.

3. Even if it is somehow not appropriate to strike the

⁷ While this court recognizes that the filing of a notice of appeal is an event of jurisdictional significance, which event has sometimes been stated as divesting a trial court over those aspects of the case involved in the appeal, e.g., *Blinco v. Green Tree Servicing, LLC*, 366 F.3d 1249, 1251 (11th Cir. 2004), *Bradford-Scott Data Corp. Physician Computer Network, Inc.*, 128 F.3d 504, 505 (7th Cir. 1997), this court interprets the relevant rules and case law in this regard to mean that once an appeal is actually docketed, such jurisdiction of the trial court is divested. See, e.g., Fed. R. Civ. P. 60(a) (last sentence).

⁸ Accepting the arguments of Messrs. Payne and Schepps, apparently an attorney could strip naked and scream obscenities in the courtroom and there would not be a thing that a non-Article III judge could do about it (except, perhaps, call law enforcement so that the attorney could be arrested).

Case 09-34784-sgj11 Doc 648 Filed 09/06/11 Entered 09/06/11 15:40:41 Desc
Main Document Page 8 of 9

Motion for Stay Pending Appeal, it is hereby denied since the movant (even if the "movant" had authority) cannot show a likelihood or probability of success on the merits in an appeal; nor that the movant faces irreparable injury if the stay is not granted; nor that a stay would not substantially harm other parties; nor that a stay would serve the public interest.

4. Christopher Payne and Gary Schepps shall file, within 5 days, a statement making the disclosures contemplated by Bankruptcy Rule 2019 (for every entity that Christopher Payne and Gary Schepps allege that they represent in connection with the Ondova bankruptcy matters, the Baron Receivership Action matters, and appeals—and regardless of whether they represent more than one entity).

5. Christopher Payne and Gary Schepps shall appear before this bankruptcy court on October 24, 2011, at 10:30 a.m., and **SHOW CAUSE** why they should not be held in contempt of court and sanctioned for filing the Five Pleadings in apparent violation of the court's Orders appearing at DE ## 605 & 609, and for otherwise purporting to appear and take legal positions for the entity Novo Point, LLC without any legal authority.⁹

⁹ The court acknowledges that Gary Schepps was not named in the Orders that appear at DE ## 605 & 609, but he assisted Christopher Payne in violating those Orders and would in all ways appear to have the same standing problem of Christopher Payne, in that the Receiver has not directed Mr. Schepps to take actions on behalf of Novo Point, LLC.

Case 09-34784-sgj11 Doc 648 Filed 09/06/11 Entered 09/06/11 15:40:41 Desc
Main Document Page 9 of 9

IT IS SO ORDERED.

###END OF ORDER###

GARY N. SCHEPPS

ATTORNEY & COUNSELOR

DRAWER 670804
DALLAS, TEXAS 75367

TELEPHONE 214-210-5940
FACSIMILE 214-347-4031

January 20, 2011

Mr. Richard M. Hunt VIA FAX TO 214-855-7584
Munsch Hardt Koph & Harr, PC
500 N. Akard Street #3800
Dallas, Texas 75201

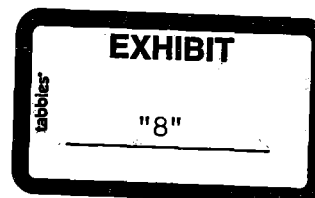
Re: 3-09-0988-F; *Interlocutory appeal filed by Novo Point, LLC
and Quantec, LLC*

Richard,

NovoPoint, LLC and Quantec, LLC are Cook Islands companies owned by SouthPac Trust. You are well aware of this as this legal arrangement was approved by the bankruptcy court.

CDM Services, LLC is the entity which has been legally entrusted with oversight authority for NovoPoint and Quantec, roughly equivalent a corporate board of directors here. We were retained to represent NovoPoint and Quantec with respect to the appeal of the receivership by CDMS.

The law regarding SouthPac's LLC companies is clear. SouthPac is not a party and was not served with process. Accordingly, personal jurisdiction is lacking to include SouthPac's companies in the receivership. Mr. Baron appealed the receivership order and divested the district court with jurisdiction to alter the order or the status quo with relationship to the order. Accordingly, subject matter jurisdiction is lacking to include the LLC companies in the receivership. Additionally no claims have been raised against the LLC companies in the pleadings, and again, the district court therefore lacks subject matter jurisdiction to appoint a receiver over them. The motion for receivership did not name the LLC companies, no grounds for including the companies were included in the motion, and the district court made no factual or legal findings to support their inclusion. Accordingly, due process, and legal grounds are lacking for the LLC companies' inclusion within the receivership.



Appx. 24

Richard M. Hunt
January 20, 2011
Page 2

From the perspective of CDMS, in light of the concerns raised in your receivership motion, they are willing to agree not to directly or indirectly disburse any money to Mr. Baron or anyone on his behalf, pending resolution of the receivership as to him. In other words, the LLC companies are willing to agree not be used in any way as a funding source for Mr. Baron for any purposes—if they are released safe and sound from the receivership now, with an agreement they will be left alone and the agreement that Mr. Sherman signed with them be honored.

Very truly yours,



Gary N. Schepps

**MUNSCH HARDT
KOPF & HARR PC**
ATTORNEYS & COUNSELORS
DALLAS | HOUSTON | AUSTIN

3800 Lincoln Plaza
500 N. Akard Street
Dallas, Texas 75201-6559
Main 214.855.7500
Fax 214.855.7584
Web: munsch.com

Direct Dial 214.855.7502
Direct Fax 214.978.5352
rhunt@munsch.com

January 24, 2011

Via Facsimile (214) 347-4031

Mr. Gary Schepps
5400 LBJ Freeway, Suite 1200
Dallas, TX 75240

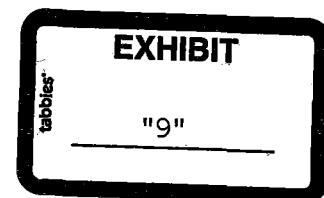
Re: Case No. 3:09-CV-00988-F; *Netsphere, Inc., et al v. Jeffrey Baron, et al*

Dear Mr. Schepps:

I'm writing in response to your second letter on January 20. I'm sure you understand that I asked the name of the *individual* who hired you because of my concern that Mr. Baron is simply using some entity as a subterfuge to exercise control over Novapoint and Quantec. I understand that you may have a retainer agreement with an entity, but I need to know the name of the officer, member, manager or other human being that acted on behalf of that entity. Also, now that I know a brand new entity has come on the scene, I need to know when and under whose laws the entity was formed, and what kind of contract or other arrangement it has that gives it the power to act as something like a board of directors, and what individual signed that contract or entered into that arrangement on behalf of Quantec and Novapoint.

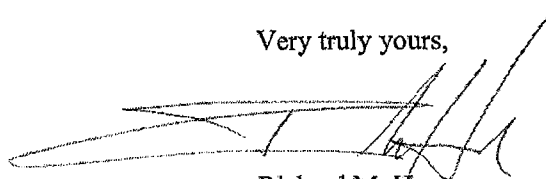
While I appreciate your offer made by CDM Services on behalf of Novapoint and Quantec, right now I have no reason to believe CDM Services has authority to enter into such an agreement or is itself subject to the jurisdiction of the Court. You have already asserted that the owner of Novapoint and Quantec, Southpac Trust, is not subject to the Court's jurisdiction. An agreement made by an entity that cannot be reached by process is completely worthless because it cannot be enforced.

Until you provide the necessary specific information about the individual who hired you, or who acted on behalf of CDM Services in hiring you, as well as information about CDM Services itself and its authority to act, I will have to advise the Trustee that you are simply Mr. Baron's personal attorney and so there is no point in talking to you about the business of Novapoint and Quantec or their relationship to Ondova.



Mr. Gary Schepps
January 24, 2011
Page 2

Very truly yours,

A handwritten signature in black ink, appearing to be "RMH", written over a horizontal line.

Richard M. Hunt

RMH:adb

GARY N. SCHEPPS

ATTORNEY & COUNSELOR

DRAWER 670804
DALLAS, TEXAS 75367

TELEPHONE 214-210-5940
FACSIMILE 214-347-4031

January 24, 2011

Mr. Richard M. Hunt **VIA FAX TO 214-855-7584**
Munsch Hardt Koph & Harr, PC
500 N. Akard Street #3800
Dallas, Texas 75201

Re: 3-09-0988-F; *Interlocutory appeal filed by Novo Point, LLC
and Quantec, LLC*

Richard,

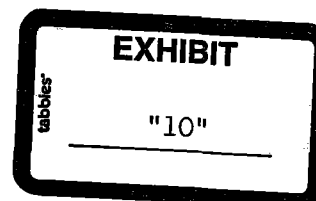
I am getting the distinct impression that you are attempting to use a series of groundless allegations against Mr. Baron as subterfuge for unlawful actions that your firm has been involved in, with respect to Mr. Baron.

While I honored your request for clarification as to whom retained us to represent the SouthPac LLC entities, your latest quibbling over the word "individual" makes clear your real intentions.

Your approach is clearly one of desperation.

Very truly yours,


Gary N. Schepps



Appx. 28

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

IN RE:) Case No. 09-34784-sgj11
) Chapter 11
)
ONDOVA LIMITED COMPANY,)
) Courtroom 1
) 1100 Commerce Street
Debtor.) Dallas, Texas 75242-1496
)
) November 15, 2011
) 4:28 P.M.

TRANSCRIPT OF TESTIMONY OF LISA KATZ
BEFORE HONORABLE JUDGE STACEY G. C. JERNIGAN
UNITED STATES BANKRUPTCY JUDGE

APPEARANCES:

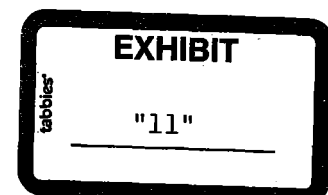
For Daniel J. Sherman, Munsch, Hardt Kopf & Harr PC
Chapter 11 Trustee: By: RAYMOND J. URBANIK, ESQ.
LEE J. PANNIER, ESQ.
500 North Akard Street, Suite 3800
Dallas, Texas 75201-6659

For Netsphere: Locke Lord Bissell Liddell
By: JOHN MacPETE, ESQ.
2200 Ross Avenue, Suite 2200
Dallas, Texas 75201

ECRO: Dawn Harden

TRANSCRIPTION SERVICE: **TRANSCRIPTS PLUS, INC.**
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Proceedings recorded by electronic sound recording, transcript
produced by transcription service.



APPEARANCES:

(Continued)

For Christopher Payne: Shackelford Melton & McKinley
By: NICOLE T. LeBOEUF, ESQ.
3333 Lee Parkway, Tenth Floor
Dallas, Texas 75219

For Receiver, Gardere, Wynne & Sewell
Peter Vogel: By: PETER LOH, ESQ.
1601 Elm Street, Suite 3000
Dallas, Texas 75201

For NovoPoint, LLC: Schepps Law Firm
By: GARY NATHAN SCHEPPS, ESQ.
Drawer 670804
Dallas, Texas 75367

INDEX

<u>WITNESS</u>	<u>DIRECT</u>	<u>CROSS</u>	<u>REDIRECT</u>	<u>RECROSS</u>
LISA KATZ				
By Ms. Leboeuf	4		38	
By Mr. Loh		9		
By Mr. Urbanik		26		
By Mr. MacPete		28		
By the Court	36			

EXHIBITS

		<u>ID</u>	<u>EVID</u>
CAP-21	Document	20	
CAP-22	Management agreement	6	
CAP-31	Attorney/Client agreement	7	

Katz - Direct

4

1 (As requested, only the testimony of Ms. Katz is transcribed)

2 THE COURT: Lisa Katz, you've been called to the
3 witness stand. If you could come up here and raise your right
4 hand, the Court Reporter will swear you in, and then you'll
5 take a seat.

6 LISA KATZ, CREDITOR'S WITNESS, SWORN

7 DIRECT EXAMINATION

8 BY MS. LEBOEUF:

9 Q Okay. Ms. Katz, thank you for coming today. I'm Nicole
10 Leboeuf, attorney for Christopher A. Payne. And would you
11 please tell the Court your full name?

12 A My full name that I go by is Lisa Katz.

13 Q Okay.

14 A Actually my -- my real first name is Elissa.

15 Q Okay. Would you spell that for the Court?

16 A E-L-I-S-S-A.

17 Q Would you tell the Court about your education briefly?

18 A Okay. I have an undergraduate degree in mathematics,
19 statistics being the emphasis, and I worked as an actuarial
20 student for a while. I also have a law degree, but I never
21 passed the bar, and I don't -- so I've never practiced law.

22 I also have some certifications. A CCIM, which is a
23 commercial real estate investment certification.

24 Q Okay.

25 A Certified financial planning. I have a couple of

Katz - Direct

5

1 mediation designations. And --

2 Q Are you currently employed?

3 A I am.

4 Q And how are you employed?

5 A I just began yesterday working -- teach a math class at a
6 private school in North Dallas. And in the summertime, I teach
7 at Hockaday, geometry, and public speaking, and study skills.

8 Q Okay. Have you been a teacher for some time?

9 A Off and on, yes. For a while.

10 Q Have you ever given testimony in a court of law?

11 A Yes.

12 Q Okay. And are you represented by counsel here today?

13 A No.

14 Q Would you tell this Court what is your relationship with
15 NovoPoint, LLC and Quantec, LLC?

16 A I was hired to be their operations manager.

17 Q When were you hired to do that?

18 A Early summer.

19 Q Of this year?

20 A Um-hum, of 2011.

21 Q And how did become involved with them?

22 A I was asked for my résumé and I submitted it. I didn't
23 hear from them for a while, and then was called to be hired.

24 Q Okay. What did you understand your role would be as
25 manager?

Katz - Direct

6

1 A To operate the business which consisted of thousands of
2 domain names. Hire and fire, if need be.

3 Q Okay. If you would turn in your white notebook to Exhibit
4 22, which is marked CAP-22 at the bottom right. Do you see
5 this management agreement?

6 A Um-hum.

7 Q I'm sorry. You'll have to answer out loud.

8 A Yes.

9 Q Thank you.

10 A I'm sorry.

11 Q And if you'll turn to the back of this agreement, does
12 your signature appear on the last page?

13 A Yes.

14 Q Is this a true and correct copy of the management
15 agreement entered between Corporate Director Management
16 Services as manager of NovoPoint, LLC and yourself as employee?

17 A Yes.

18 Q And do I see a list of duties and responsibilities that
19 were given to you on Pages 1, 2, and 3?

20 A Yes.

21 Q Did you get to fulfill any of those duties?

22 A I'm sorry. Would you repeat that?

23 Q Did you get to fulfill any of those duties?

24 A No.

25 Q Why not?

Katz - Direct

7

1 A Because shortly after this was executed, I was told that
2 the company was in receivership, and in bankruptcy, and so it
3 would be a while before I could do anything.

4 Q Did you, in fact, retain counsel on behalf of NovoPoint
5 and Quantec, LLC in your role as manager?

6 A I did.

7 Q And if you'd turn to CAP-31 in the same notebook, it's at
8 the end of the very back. Is Exhibit CAP-31 a true and correct
9 copy of an attorney/client engagement and fee agreement that
10 you entered into with Christopher Payne wherein you were
11 representing and signing on behalf of NovoPoint, LLC and
12 Quantec, LLC?

13 A Yes.

14 Q If you'd turn to the last page, would you confirm that
15 that is your signature that appears twice on the last page?

16 A Yes.

17 Q And then if we look at each page of this document, I can
18 see the initials LK at the bottom right, was that you who
19 initialed each page?

20 A Yes.

21 Q Thank you. Ms. Katz, have you ever met Jeff Baron?

22 A No.

23 Q Have you ever spoken to him?

24 A No.

25 Q Going back to the retention of Chris Payne as attorney for

Katz - Direct

8

1 NovoPoint and Quantec, who recommended Chris Payne?

2 A Gary Schepps.

3 Q And you see him sitting here in the courtroom, correct?

4 A I see Gary.

5 Q Yes.

6 A Yes, um-hum.

7 Q And what was your understanding of why Mr. Payne was being
8 retained by NovoPoint and Quantec?

9 A Because of their receivership.

10 Q Did you communicate to Mr. Payne the details of the
11 representation, what was needed, what he was going to be
12 retained to do?

13 A No.

14 Q Who did?

15 A I really don't know. I could guess, but I really don't
16 know.

17 Q Who do you think communicated that?

18 A Gary Schepps.

19 Q All right. What was the scope of Mr. Payne's
20 representation, to your knowledge?

21 A That he was representing the companies on bankruptcy.

22 Q Okay.

23 MS. LEBOEUF: I'll pass the witness.

24 THE COURT: Okay. Cross.

25 CROSS-EXAMINATION

Katz - Cross/Loh

9

1 BY MR. LOH:

2 Q Ms. Katz, my name is Peter Loh. I represent the receiver
3 in a corresponding matter that is pending in the District Court
4 before a judge named Royal Furguson. Are you familiar with
5 that matter?

6 A No.

7 Q Do you know who the receiver is?

8 A No.

9 Q Do --

10 A No, I don't.

11 Q Do you know -- have you ever heard of a gentleman by the
12 name of Peter Vogel?

13 A Yes, but not in relation to this.

14 Q Okay. How do you know Mr. Vogel?

15 A I've heard his name in Dallas. Is he not -- I might have
16 heard him speak on something. Is it -- I was on the Board of
17 the Vogel Alcove; I believe he's related --

18 Q That's right.

19 A -- to that family.

20 Q That's right. That's a charity that's associated with his
21 family. But you don't -- you don't know of Mr. Vogel with
22 regard to these legal proceedings --

23 A Correct.

24 Q -- in this Court?

25 A Correct.

Katz - Cross/Loh

10

1 Q Or the court -- Judge Furguson's court in the District
2 Court that I referred to.

3 A Correct.

4 Q Okay. Let's go back to some of the background that you
5 touched on with Ms. Leboeuf. You said you have a math degree,
6 is that right?

7 A Correct.

8 Q And where is that degree from?

9 A Clark University.

10 Q And where is that?

11 A Worcester, Massachusetts.

12 Q Okay. And you said you have a law degree.

13 A Yes.

14 Q Okay. And where's the law degree from?

15 A Texas Wesleyan.

16 Q Is that in Fort Worth?

17 A Yes.

18 Q And you didn't take the bar?

19 A I did; I didn't pass it.

20 Q I understand. When did you graduate?

21 A Officially '94.

22 Q '94.

23 A December of '94.

24 Q Okay. '94?

25 A Wait, wait. You know what, I'm not sure. I'm going to

Katz - Cross/Loh

11

1 have to -- because I was in that first class and we weren't
2 allowed to take the bar, and all that, and I'd have to go look
3 at my diploma. It might have been '92, I'm not sure.

4 Q And when did you graduate from Clark University?

5 A 1966.

6 Q And what's your address in Dallas, ma'am?

7 A 7337 Woodthrush, W-O-O-D-T-H-R-U-S-H, Drive.

8 Q And you said you're a math teacher, is that right?

9 A Right now I'm -- yes.

10 Q Okay.

11 A I've been tutoring and teaching math.

12 Q Okay. Do you have a full-time employment or is it --

13 A No, it's part-time.

14 Q And you tutor individual students or --

15 A Yes.

16 Q Okay. Are you married, ma'am?

17 A No.

18 Q Do you have children?

19 A Yes.

20 Q And what are the names of your children?

21 A Scott, who's a pediatrician; Mark, who's a lawyer; and
22 Brian, who is very retarded and lives in a group home.

23 Q Are their names -- last names Katz, as well?

24 A They're all Katz.

25 Q And you said you were hired to be the operations manager

Katz - Cross/Loh

12

1 of NovoPoint, LLC and Quantec, LLC.

2 A Yes.

3 Q Who hired you?

4 A Through the -- you know, I'm not sure exactly.

5 Q Okay. Let's start kind of with a more basic question.

6 How were you -- when's the first time you ever learned about,

7 or heard of NovoPoint, LLC or Quantec, LLC?

8 A I don't remember exactly. It had to be --

9 Q What's your best recollection?

10 A Late spring.

11 Q Late spring. And how were you contacted, or how did you

12 learn about these two entities?

13 A Excuse me. I think -- I believe it was through Gary

14 Schepps.

15 Q Gary Schepps, okay. Do you want some water? Take --

16 A I do.

17 Q Yeah.

18 (Pause)

19 Q And Mr. Schepps contacted you?

20 A Um-hum.

21 Q Did you know Mr. Schepps before this initial contact?

22 A Yes.

23 Q Okay. How did you know Mr. Schepps?

24 A I've known him for several years. I think he was in the

25 class behind me in law school.

Katz - Cross/Loh

13

1 Q So, was that the beginning of your relationship with Mr.
2 Schepps is in law school?

3 A Yes.

4 Q And you had kept in touch, or known where each other were
5 throughout the -- through those intervening years, all the way
6 up into the spring, 2011?

7 A Yes.

8 Q Okay. So, you've known Mr. Schepps on and off for 16 or
9 17 years, is that right?

10 A Yeah, I'm -- I guess.

11 Q Yeah, I'm just trying to --

12 A Yeah, I'm -- I -- yeah, I'm --

13 Q Okay.

14 A Since probably 1990, '91.

15 Q Okay. And that's the year you think you graduated from
16 law school, is that right?

17 A No, I think --

18 Q Or was that when you were a first year in law school, and
19 you first met him?

20 A Now I know; I started in September of '89.

21 Q Okay.

22 A And went -- and actually went for like 27 months straight,
23 but then couldn't graduate until the school received
24 accreditation, and I'd have to look at my diploma.

25 Q But sometime during your attendance at Texas Wesleyan, you

Katz - Cross/Loh

14

1 met Mr. Schepps.

2 A Yes.

3 Q And Mr. Schepps reached out to you sometime in the spring
4 of this year, 2011, for your retention or employment as the
5 manager -- the purported manager of NovoPoint, LLC and Quantec,
6 LLC, is that right?

7 A That's correct.

8 Q And what did Mr. Schepps tell you about the position of
9 manager of NovoPoint, LLC and Quantec, LLC?

10 A He said he thought I'd be a good candidate for this
11 position.

12 Q Do you understand -- did you -- did he explain why he
13 thought you would be a good candidate?

14 A Yeah, because of my background in math, also having worked
15 for some tech companies.

16 Q And what tech companies did you work for?

17 A I worked for Micrographics, which wrote software. I
18 worked for Telvista, which is actually a telecommunications
19 company. And now I'm forgetting, there's a third one, and I
20 can't remember the name.

21 Q Okay. How were you hired to be the manager, was there
22 some document you signed or -- what kind of formalized your
23 position as the purported manager of NovoPoint, LLC and
24 Quantec, LLC?

25 A This management agreement.

Katz - Cross/Loh

15

1 Q Do you recall signing that?

2 A Yes.

3 Q and what have you done up through today -- from the spring
4 of 2011 up through today, what have you done to fulfill any of
5 the duties that are spelled out in the management agreement?

6 A I haven't done anything.

7 Q You haven't done anything. You -- and the management
8 agreement, ma'am, is -- let's be clear for the record. What
9 tab is it at?

10 A 21.

11 Q And that's -- is there a designation at the bottom that
12 says CAP-21?

13 A Yes.

14 Q Okay.

15 A Wait a minute.

16 Q Do you report to anyone, Ms. Katz, as the manager of
17 Quantec, LLC or NovoPoint, LLC?

18 A I've spoken to the people in Cook Islands a couple of
19 times.

20 Q And who were those people?

21 A I can't remember their names. I was --

22 Q Have you ever spoken to a person named Narida Crocombe?

23 A I -- I don't remember.

24 Q Brian Mason?

25 A I'm -- I don't know.

Katz - Cross/Loh

16

1 Q How did you communicate with the people in the Cook
2 Islands?

3 A They called me.

4 Q So, it was solely by telephone?

5 A Yes.

6 Q Do you know when those conversations were?

7 A No, I don't.

8 Q Do you know the contents of those conversations?

9 A We just talked about the fact that we really couldn't be -
10 - you know, there was nothing to do.

11 Q And why wasn't there anything to do?

12 A Because the companies were in receivership.

13 Q So, am I correct in saying that the people in the Cook
14 Islands recognized that the companies were under the control of
15 the receiver?

16 MS. LEBOEUF: Objection; calls for a legal
17 conclusion.

18 THE COURT: Overruled.

19 THE WITNESS: Would you repeat that question?

20 MR. LOH: Yeah.

21 BY MR. LOH:

22 Q So, would it be fair to say that the Cook -- the people in
23 the Cook Islands that you were talking to recognized that the
24 companies were under the control of the receiver, Peter Vogel?

25 A I -- I don't know.

Katz - Cross/Loh

17

1 Q They didn't explain to you why there wouldn't be anything
2 to do for this interim period of time?

3 A I don't recall the conversation. I'm sorry.

4 Q What have you done, Ms. Katz, to prepare to take over
5 management of the companies when and if that time was to ever
6 come?

7 A Oh, I have a fairly sufficient home office with a couple
8 of computers, and printers, and so forth.

9 Q Have you spoken with anybody that you might need to hire
10 to help you run the operations of the companies?

11 A No.

12 Q Have you familiarized yourself with what the companies do
13 at all?

14 A Yes.

15 Q And up until today, have you, at all -- have you ever
16 tried to reach out to the receiver, Peter Vogel, to talk to him
17 about your position as the manager of NovoPoint, LLC or
18 Quantec, LLC?

19 A No, I have not.

20 Q And is it your -- do you know a gentleman by the name of
21 Damon Nelson?

22 A No.

23 Q I'll submit to you that Mr. Nelson is the Court-appointed
24 permanent manager of NovoPoint, LLC and Quantec, LLC. So,
25 you've never -- you've never spoken to or tried to contact Mr.

Katz - Cross/Loh

18

1 Nelson?

2 A (No verbal response)

3 Q Do you have any idea of what Mr. Nelson is doing on a day-
4 to-day basis on behalf of the NovoPoint, LLC or Quantec, LLC?

5 A No.

6 Q Have you participated in --

7 MR. LOH: Let me back up.

8 BY MR. LOH:

9 Q Have you ever spoken to a gentleman by the name of Josh
10 Cox?

11 A No.

12 Q Mr. Cox has appeared in this Court, and in the District
13 Court on -- as a lawyer on behalf of Quantec, LLC and
14 NovoPoint, LLC, are you aware of that fact?

15 A No.

16 Q Okay. Have you ever spoken to another lawyer who has
17 appeared on behalf of the LLCs by the name of James Eckels?

18 A No.

19 Q Are you familiar with a gentleman by the name of --
20 another lawyer by the name of Tom Jackson?

21 A Yes.

22 Q Okay. And tell me the nature of your knowledge of who Tom
23 Jackson is.

24 A Years ago, I was working for a company called the
25 Mediation Group. And we officed in a building off of Turtle

Katz - Cross/Loh

19

1 Creek, and Tom Jackson was one of the lawyers in that building.

2 Q I want to make sure that we're talking about the same Tom
3 Jackson. Do you remember what this -- the Tom Jackson you
4 know, do you remember what his specialty was as an attorney?

5 A No.

6 Q Do you remember if it was divorce or family law?

7 A I don't believe that was his specialty, I honestly don't
8 know.

9 Q Okay. But have you ever spoken with an attorney in Dallas
10 by the name of Tom Jackson with regard to this matter --

11 A No.

12 Q -- before this Court? Have you ever spoken to the
13 trustee, this gentleman right here in the light brown suit,
14 Daniel Sherman?

15 A No.

16 Q Have you ever spoken to his attorney, Ray Urbanik, who's
17 sitting right here at trustee's counsel -- table?

18 A No.

19 Q Have you ever spoken to John MacPete is sitting next to me
20 there in the dark colored suit who represents the Netsphere
21 parties?

22 A No.

23 Q Okay. Do you know what Netsphere is?

24 A No.

25 Q Have you ever read the order appointing Mr. Vogel as the

Katz - Cross/Loh

20

1 receiver over NovoPoint and Quantec, LLC?

2 A No.

3 Q When and if you were ever to assume the management and
4 control of NovoPoint, LLC and Quantec, LLC, Ms. Katz, what do
5 you understand your job assignments or your job duties would
6 be? Are they just spelled out in that document that we were
7 talking about?

8 A Yes. I would have to review them --

9 Q Okay.

10 A -- because I haven't read that in a while.

11 Q Okay. Do you understand them to be anything other than
12 what's in that document?

13 A I would have to review them. I haven't read them in a
14 while.

15 Q Why don't you take a couple minutes to look at the
16 document and tell me if you think that your duties go beyond
17 what's articulated in -- I believe that's CAP-21, is that
18 right?

19 (Pause)

20 Q Do you understand your duties --

21 A Yes.

22 Q -- to go beyond that document? Anything else -- there's a
23 list of duties in that document. Do you understand your duties
24 to be anything beyond what's listed in there?

25 A No.

Katz - Cross/Loh

21

1 Q Okay. Are you familiar, ma'am, with an entity called
2 Petfinders, LLC?

3 A Yes.

4 Q Okay. And what's -- tell me about what you know about
5 Petfinders, LLC?

6 MS. LEBOEUF: Your Honor, I'd object that that's not
7 relevant to this hearing pertaining to your order for Mr. Payne
8 to show cause why he should not be held in contempt.

9 THE COURT: Response.

10 MR. LOH: It's relevant, Your Honor, in the sense
11 that Lisa Katz is supposedly the manager for NovoPoint, LLC and
12 Quantec, LLC. There's a new entity that's already -- that's
13 been formed called Petfinders, LLC, which she's also supposedly
14 a registered agent of. And I'd like to get into her authority
15 to form that entity, and I think that's relevant for what's
16 gone on in general with regard to Mr. Schepps' and Mr. Payne's
17 representations to the Court.

18 THE COURT: I'll overrule.

19 THE WITNESS: I apologize. Repeat the --

20 MR. LOH: I'll repeat the question.

21 BY MR. LOH:

22 Q Are you -- are you familiar with an entity called
23 Petfinders, LLC?

24 A Yes.

25 Q Okay. And do you know about Petfinders, LLC?

Katz - Cross/Loh

22

1 A Only that it was formed for tax purposes to clarify some
2 situation. I really know very little about it.

3 Q Do you know why you were designated as the registered
4 agent of Petfinders, LLC?

5 A Not really.

6 Q Were you told that you were going to be designated as the
7 registered agent of Petfinders, LLC?

8 A Yes.

9 Q When were you told?

10 A About a week or so ago.

11 Q DO you know that it's -- that Mr. Schepps has taken the
12 position with this Court that Petfinders, LLC controls a domain
13 name called Petfinders.com?

14 A Yes.

15 Q Okay. And what do you know about that?

16 A Only what you just said.

17 Q Okay. Is it -- is it your personal contention, ma'am, as
18 the registered agent for Petfinders, LLC that Petfinders, LLC
19 controls the domain name Petfinders.com?

20 A Yes.

21 Q And what's the basis of that contention?

22 A Just that I was told that, and that's -- that's it.

23 Q Have you, as manager -- the purported manager of
24 NovoPoint, LLC or Quantec, LLC done anything to respond to UDRP
25 actions that have been filed against domain names under the

Katz - Cross/Loh

23

1 control of NovoPoint, LLC and Quantec, LLC?

2 A Please define UDRP.

3 Q It's a -- it's otherwise known as the Uniform Domain Name
4 Resolution Policy.

5 A Okay. And then repeat the question.

6 Q Have you done anything to respond to actions filed under
7 the Uniform Domain Name Resolution Policy against domain names
8 that are under the control of NovoPoint, LLC or Quantec, LLC?

9 A No.

10 Q Okay. Have you done anything with regard to tax filings
11 on behalf of NovoPoint, LLC or Quantec, LLC?

12 A No.

13 Q Have you done anything with regard to the culling or
14 deletion of domain names that are under the control of
15 NovoPoint, LLC or Quantec, LLC?

16 A No.

17 Q Have you done anything with regard to the retention or
18 payment of renewal fees for domain names under the control of
19 NovoPoint, LLC or Quantec, LLC?

20 A No.

21 Q Have you done anything, ma'am, with regard to response --
22 responding to the solicitation of inquiries for the purchase of
23 domain names under the control of NovoPoint, LLC or Quantec,
24 LLC?

25 A No.

Katz - Cross/Loh

24

1 Q Have you been paid, ma'am?

2 A No.

3 Q Why not?

4 A My understanding that there were -- were no funds
5 available.

6 Q And why is that?

7 A Because the company is in receivership.

8 Q Who do you consider your boss to be with regard to your
9 duties as manager of NovoPoint, LLC or Quantec, LLC?

10 A I honestly don't know.

11 Q Do you know about any bank accounts that are under the
12 control of NovoPoint, LLC or Quantec, LLC?

13 A No.

14 Q Do you know about any funds, ma'am, that are held at a
15 bank account at a HSBC or Hong Kong Shanghai Banking
16 Corporation account in Hong Kong?

17 MS. LEBOEUF: Objection. Again, Your Honor, I think
18 we're going way beyond relevancy to this hearing and the scope.

19 MR. LOH: The receiver, Your Honor, has information
20 that has led him to believe that there are receivership assets
21 subject to the receiver order that are under -- in a -- in a
22 bank account at an HSBC account in Hong Kong. And I want to
23 know if Ms. Katz knows about those funds, and how the receiver
24 can get at them.

25 It also goes to what her involvement has been with

Katz - Cross/Loh

25

1 the LLCs as the purported manager.

2 MS. LEBOEUF: Again, this sounds like a receiver's
3 deposition concerning, you know, what assets he may or may not
4 attach. It really doesn't pertain to this scope of inquiry
5 before this Court.

6 This Court asked that Lisa Katz be brought here to
7 talk about what she knew about the engagement of Mr. Payne.
8 She's here. She can be questioned on that. But going into
9 where the receivership assets are is beyond the scope.

10 MR. LOH: No, it's directly relevant, Your Honor,
11 because they've tendered this lady as someone who has the
12 authority to hire Mr. Payne, who dealt with Mr. Payne
13 supposedly, or dealt with Mr. Schepps and held herself out as
14 the manager. And a manager of the corporations would know
15 where the money is.

16 THE COURT: Okay. I'm going to overrule and allow a
17 little latitude, but not a lot. Okay?

18 BY MR. LOH:

19 Q Do you know where any other assets -- and I mean money,
20 property, any other things that the LLCs own or control where
21 those things would be?

22 A No.

23 Q Okay. Have you ever paid any bills on behalf of the LLCs?
24 And by LLCs, I mean NovoPoint, LLC and Quantec, LLC.

25 A No.

Katz - Cross/Loh

26

1 Q Have you ever hired anyone besides Mr. Payne on behalf of
2 NovoPoint, LLC or Quantec, LLC?

3 A No.

4 Q I believe you were -- you talked about this already, but
5 do you know who an individual by the name of Jeff Baron is?

6 A No.

7 Q Okay. Have you ever spoken -- you've never spoken to a
8 Mr. Baron?

9 A No.

10 Q Okay. Do you know who a gentleman by the name of Isaac
11 Katz is? Have you ever heard that name?

12 A I've heard the name, but I don't know who it is.

13 Q Do you know that to be someone who works with Mr. Schepps?

14 A I -- it could be.

15 Q Okay. You've never spoken with an Isaac Katz who works
16 with Mr. Schepps in relation to any of these proceedings?

17 A No.

18 MR. LOH: Pass.

19 THE COURT: All right. Other cross.

20 CROSS-EXAMINATION

21 BY MR. URBANIK:

22 Q Good afternoon, Ms. Katz. I'm Ray Urbanik and I represent
23 Mr. Sherman, the trustee of Ondova.

24 A Ms. Katz, you testified that you first became involved in
25 this matter in spring of 2011, is that correct?

Katz - Cross/Urbanik

27

1 A Um-hum.

2 Q Who introduced you to the Cook Islands entities, or
3 people, or business, whatever they're called, who made that
4 introduction?

5 A It was Mr. Schepps.

6 Q Okay. Did you know Mr. Schepps as Mr. Baron's personal
7 attorney, did you know that?

8 A No.

9 Q You did not, okay. Did you have to be interviewed to get
10 the position you got under the management agreement?

11 A (No verbal response).

12 Q Were you in an interview?

13 A Not -- not physically; over the phone, yes.

14 Q You were -- you did interview over the phone?

15 A I talked to someone in the Cook Islands --

16 Q You did.

17 A -- I believe.

18 Q Okay. Thank you. Who drafted the management -- I'm sorry
19 -- yeah, the management agreement. It's my Exhibit 3, I forgot
20 the exhibit number in your book. But the agreement that
21 employed you.

22 A I don't know.

23 Q You don't know who drafted it?

24 A No, I would just assume that it's from the corporation,
25 but I didn't.

Katz - Cross/Urbanik

28

1 Q Did you negotiate some of the terms and conditions of this
2 agreement?

3 A No.

4 Q Okay. Did you hire counsel to help you with this
5 agreement?

6 A No.

7 Q Okay. Who drafted the engagement agreement to hire Mr.
8 Payne?

9 A I -- I'm not sure.

10 Q Who first gave you this management agreement?

11 A Mr. Schepps.

12 Q Who gave you the engagement agreement for Mr. Payne?

13 A Mr. Schepps.

14 MR. URBANIK: I'll pass the witness, Judge.

15 THE COURT: Any other cross?

16 CROSS-EXAMINATION

17 BY MR. MacPETE:

18 Q Good afternoon, Ms. Katz. My name is John MacPete. I
19 represent the Netsphere parties in this case. Do you take
20 direction from Mr. Schepps?

21 A Not really.

22 Q Mr. Schepps is the person who brought you in, correct?

23 A (No verbal response)

24 Q Mr. Schepps -- can you articulate out loud for the record,
25 please?

Katz - Cross/MacPete

29

1 A Yes.

2 Q Thank you. Mr. Schepps participated in the telephone
3 interview that you had, correct?

4 A No.

5 Q No. Okay. But you don't remember the name of the person
6 that you talked to in the Cook Islands?

7 A No, sir.

8 Q Okay. Did you do anything to actually determine whether
9 you were talking to somebody that had authority to speak for
10 the company, and to hire you?

11 A No.

12 Q Did you rely on Mr. Schepps for that?

13 A Well, I did and I had spoke with different people,
14 different names and, you know, so, I mean, once or twice, so I
15 -- I made the assumption that they were who they said they
16 were.

17 Q So, in essence, you relied on your friend who was bringing
18 you in that you were talking to the right people, and that they
19 had authority to hire you, right?

20 A Yes.

21 Q And you understood when you were getting hired that there
22 was litigation going on, correct?

23 A No.

24 Q You didn't --

25 A I didn't know that.

Katz - Cross/MacPete

30

1 Q Okay. When did you first learn that there was litigation?

2 A At some point, this -- I want to say early summer, I
3 guess, or it may --

4 Q So, you had been the manager for three, four, five months
5 before you actually learned there was litigation?

6 A No, I mean I became the manager -- I don't know what the
7 actual time lapse was.

8 Q Well, can you give -- can you give us an approximation of
9 how long it was that you were serving as the manager before you
10 learned there was litigation?

11 A I'd say it was a matter of weeks.

12 Q Matter of weeks. And you learned about the litigation
13 from Mr. Schepps?

14 A Yes.

15 Q And what did Mr. Schepps tell you about the litigation?

16 A Just that it was in receivership, and there wasn't -- you
17 know, until it came out of receivership, there wasn't going to
18 be anything to do.

19 Q Okay. Did -- except you were -- you were tasked with
20 hiring counsel for the litigation, right?

21 A Um-hum, yes.

22 Q And that counsel reported to you?

23 A No.

24 Q Okay. So, you hired Mr. Payne, but who was Mr. Payne
25 taking direction from, Mr. Schepps?

Katz - Cross/MacPete

31

1 A I don't know.

2 Q How many conversations have you had with Mr. Schepps about
3 the litigation?

4 A Only a couple. I think -- I was anxious to start working,
5 so I kept asking him when I could start. He just said it was
6 in litigation, and that was it.

7 Q So --

8 A Or receiver.

9 Q -- you initiated the conversation. So, after you heard
10 about the receivership, and you were told there wasn't much for
11 you to do, you would just periodically call Mr. Schepps and
12 say, "Hey, what's going on? I'd like to get working."

13 A Yes.

14 Q Okay. And he would just tell you, "We're still in a
15 receivership, there's nothing to do."

16 A Right.

17 Q Okay. He didn't consult with you about litigation
18 strategy, correct?

19 A Correct.

20 Q The people whose names you can't remember that you talked
21 to in the Cook Islands didn't discuss litigation strategy with
22 you either, correct?

23 A Correct.

24 Q And Mr. Payne didn't discuss litigation strategy with you
25 either, correct?

Katz - Cross/MacPete

32

1 A I don't believe so.

2 Q Did anybody else that I haven't covered talk to you at all
3 about the litigation, seek your approval for filing any
4 documents, or in any other way talk to you about the
5 litigation?

6 A No.

7 Q And as you sit here today, your understanding is is that
8 you are the U.S. manager for the company, right?

9 A Yes.

10 Q And it's your responsibility to hire and supervise
11 counsel, correct?

12 A (No verbal response)

13 Q It's one of your duties.

14 A It -- I'm not exactly sure.

15 Q Well, in fact, you did hire counsel, right?

16 A I did.

17 Q And it's your believe that you had the authority to do
18 that under the management agreement, right?

19 A Yes.

20 Q In fact, it says that you can hire employees, correct?

21 A Yes.

22 Q And that would include counsel, right?

23 A Yes.

24 Q That was your understanding. And you are responsible for
25 the day-to-day management of the business, correct?

Katz - Cross/MacPete

33

1 MS. LEBOEUF: Objection; the document speaks for
2 itself as to the scope of her authorities, as well as the
3 territory of her authorities.

4 THE COURT: Overruled.

5 THE WITNESS: I'm sorry, would you --

6 BY MR. MacPETE:

7 Q You are responsible for the day-to-day management of the
8 business, correct?

9 A No. My understanding is that once the companies came out
10 of receivership, then I would be responsible for the rest of
11 the duties or for the duties. But until that occurs, I'm not
12 or I don't have anything to do, which is why I haven't done
13 anything.

14 Q Well, let me back up, okay? Because I want to make sure
15 that my question is clear. As far as you understand, you are
16 responsible for the day-to-day management of the business right
17 now, correct?

18 A No.

19 MS. LEBOEUF: Objection; asked and answered.

20 THE COURT: Overruled.

21 THE WITNESS: No.

22 BY MR. MacPETE:

23 Q Okay. Well, I think you've said you don't have anything
24 to do because the entity is in receivership.

25 A Yes.

Katz - Cross/MacPete

34

1 Q But you remain the person who is responsible for the day-
2 to-day management of the business, even though there's nothing
3 to do, correct?

4 A That's not really my understanding.

5 Q Okay. Well, tell the Court what your understanding is of
6 what your authority is and whose managing the business while
7 it's in the receivership.

8 A It's my understanding that nobody's really managing it
9 because it can't begin until it comes out of receivership.

10 Q Okay. So, let me see if I understand this correctly. You
11 are the manager of NovoPoint, LLC and Quantec, LLC, correct?

12 A Yes.

13 Q And you have been duly appointed by the member of those
14 entities, in other words, the owner, right?

15 A Yes.

16 MS. LEBOEUF: Objection, Your Honor. It
17 mischaracterizes the document. She entered into an agreement
18 with the manager. She was hired to be a Texas manager as an
19 employee employed by the manager. And by asking these
20 questions that mischaracterized the document, it is interfering
21 with the record in this case.

22 MR. MacPETE: Your Honor, counsel is testifying.

23 THE COURT: Okay. Overruled. Reask the question,
24 please.

25 BY MR. MacPETE:

Katz - Cross/MacPete

35

1 Q You are the manager for NovoPoint, LLC and Quantec, LLC
2 right now.

3 MS. LEBOEUF: Objection; the document speaks for
4 itself and it mischaracterizes the document and her prior
5 testimony.

6 THE COURT: Okay. Overruled. She can answer to the
7 best of her understanding.

8 THE WITNESS: Please repeat the question. I'm sorry.

9 BY MR. MacPETE:

10 Q Right now, regardless of whether you have anything to do,
11 you are the manager of NovoPoint, LLC and Quantec, LLC,
12 correct?

13 A I believe so.

14 Q Okay. And what that means basically -- at least in the
15 United States -- that the buck stops there, in essence, right?
16 You're the big cheese. The big cheese with nothing to do, but
17 you're the big cheese, right?

18 MS. LEBOEUF: Objection; vague, confusing --

19 THE COURT: Overruled.

20 MS. LEBOEUF: -- misleading.

21 A My understanding is that while it's in bankruptcy, there's
22 nothing I could do.

23 Q But you are the person in charge, even though you have
24 nothing to do, right?

25 A Yes.

Katz - Cross/MacPete

36

1 Q And as the person in charge, you're telling this Court you
2 don't have anything to do because you recognize the legitimacy
3 of the receivership order entered by Judge Furguson, correct?

4 A Yes.

5 Q And --

6 MR. MacPETE: I have nothing further, Your Honor.

7 THE COURT: All right. I have some questions for
8 you, Ms. Katz, before we allow Ms. Leboeuf to do redirect.

9 Let me ask this: How much time have you spent on
10 your duties for NovoPoint and Quantec?

11 THE WITNESS: Very -- excuse me -- very little.

12 THE COURT: Okay. Do you spend any time on a weekly
13 basis?

14 THE WITNESS: At this time, no.

15 THE COURT: Okay. When you say "very little," I mean
16 do you mean less than ten hours ever, do you mean less than two
17 hours? Less than 50 hours? Can you give me an idea of what
18 you mean by very little?

19 THE WITNESS: Less than, say, two hours.

20 THE COURT: Less than two hours since last spring of
21 2011.

22 THE WITNESS: Yes.

23 THE COURT: Okay. Well, is it safe to say that
24 you've probably never read any pleadings file in any of the
25 Federal Courts by NovoPoint or Quantec?

Katz - Court

37

1 THE WITNESS: That's correct.

2 THE COURT: So, you've never read any of the
3 pleadings filed in the Bankruptcy Court, the District Court,
4 Fifth Circuit, anywhere else by NovoPoint and Quantec?

5 THE WITNESS: Correct. Who would have read those
6 pleadings?

7 THE WITNESS: I -- I don't know. I would -- I don't
8 know for sure.

9 THE COURT: Okay. Earlier I think you said you
10 didn't know who your boss was. Okay. So, is there any person
11 -- and I'm not talking about a lawyer, Mr. Schepps or Mr.
12 Payne. Is there some person at NovoPoint or Quantec that you
13 report to, answer to, interact with in any way?

14 THE WITNESS: No.

15 THE COURT: No.

16 THE WITNESS: Except for the -- those -- the few
17 conversations which basically said until the companies are out
18 of receivership, there's really nothing to do.

19 THE COURT: Okay. So, you've had a few conversations
20 with a person or persons in the Cook Islands --

21 THE WITNESS: Yes.

22 THE COURT: -- in the spring, 2011.

23 THE WITNESS: Yes.

24 THE COURT: And you don't remember the names of those
25 people?

Katz - Court

38

1 THE WITNESS: No.

2 THE COURT: Was it ever anything more than just "the
3 companies are in a receivership, there's really nothing for you
4 to do at this point"?

5 THE WITNESS: That's correct.

6 THE COURT: Okay. If I asked you have you ever heard
7 of mondeal.com (phonetic), what would your answer be, yes or
8 no?

9 THE WITNESS: How do you -- no, I think.

10 THE COURT: Can you give me any examples of domain
11 names that you are aware that NovoPoint or Quantec claims to
12 own?

13 THE WITNESS: No.

14 THE COURT: All right. Do you, by chance, get any
15 mail for NovoPoint or Quantec?

16 THE WITNESS: I don't get my mail every day, but I --
17 no.

18 THE COURT: Okay. All right. We'll allow redirect,
19 and briefly. I'm already late to an engagement, so --

20 MS. LEBOEUF: Thank you, Your Honor. I'll be very
21 brief.

22 THE COURT: Okay.

23 REDIRECT EXAMINATION

24 BY MS. LEBOEUF:

25 Q Ms. Katz, I've heard you use two terms interchangeably, do

Katz - Redirect

39

1 you know enough to tell the Court what the difference is
2 between the trustee and a receiver?

3 A I'd have to do a little review.

4 Q Okay. And do you have -- I believe you testified you
5 don't have knowledge of the receivership case, is that correct?

6 A Correct.

7 Q Is it fair to say that you have never spoken to Mr.
8 Christopher Payne about Petfinders, LLC or Petfinders.com?

9 A That's correct.

10 Q Okay. And is it fair to say, as it says on Page 1 of CAP-
11 22 in your engagement letter that the scope of your employment
12 was limited to the companies' affairs in Texas?

13 A Yes.

14 Q Okay. It doesn't say anything about its affairs in Hong
15 Kong, or The Cook Islands, or anywhere else, does it?

16 A No.

17 MS. LEBOEUF: Thank you. Pass the witness.

18 THE COURT: All right. Any recross on that redirect?

19 MULTIPLE SPEAKERS: No, Your Honor.

20 THE COURT: All right. We're going to have to
21 adjourn. You're excused, Ms. Katz.

22 (Whereupon, the testimony of Ms. Katz concludes at 5:15 P.M.)

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CERTIFICATE

I certify that the foregoing is a correct transcript from
the electronic sound recording of the proceedings in the
above-entitled matter.

/s/ Karen Hartmann AAERT CET**D0475 Date: November 16, 2011
TRANSCRIPTS PLUS, INC.

'89- 13:20	AGREEMENT- 6:5, 11,15 7:9 14:25	14:14	CAP-21- 15:12
'91- 13:14	15:5,8 27:10,19,	BANK- 24:11,15,22	20:17
'92- 11:3	20 28:2,5,7,10,	BANKING- 24:15	CAP-22- 6:4
'94- 10:21,22,23, 24	12 32:18 34:17	BANKRUPTCY- 7:2	CAP-31- 7:7,8
	ALCOVE- 9:17	8:21 35:21 37:3	CASE- 28:19
	ALLOW- 25:16	BAR- 4:21 10:18	34:21 39:5
	36:8 38:18	11:2	CAUSE- 21:8
/	ALLOWED- 11:2	BARON- 7:21 26:5, 8	CCIM- 4:22
/S/- 40:10	ANSWER- 6:7 35:6	BARON'S- 27:6	CERTIFICATE- 40:3
1	37:13 38:7	BASIC- 12:5	CERTIFICATION- 4:23
1- 6:19 39:10	ANSWERED- 33:19	BASIS- 18:4	CERTIFICATIONS- 4:22
16- 13:8 40:10	ANXIOUS- 31:4	22:21 36:13	CERTIFIED- 4:25
17- 13:9	ANYWHERE- 37:4	BECAME- 26:24	CERTIFY- 40:5
1966- 11:5	39:15	30:6	CHANCE- 38:14
1990- 13:14	APOLOGIZE- 21:19	BECOME- 5:21	CHARGE- 35:23
	APPEAR- 6:12	BEGAN- 5:5	36:1
2	APPEARED- 18:12, 17	BEGINNING- 13:1	CHARITY- 9:20
2- 6:19	APPEARS- 7:15	BEHIND- 12:25	CHEESE- 35:16,17
2011- 5:20 13:6	APPOINTED- 34:13	BETWEEN- 6:15	CHILDREN- 11:18, 20
14:4 15:4 26:25	APPOINTING- 19:25	39:2	CHRIS- 7:25 8:1
36:21 37:22 40:10	APPROVAL- 32:3	BIG- 35:16,17	CHRISTOPHER- 4:10 7:10 39:8
21- 15:10	APPROXIMATION- 30:8	BILLS- 25:23	CIRCUIT- 37:4
22- 6:4 39:11	ARTICULATE- 28:24	BOARD- 9:16	CLAIMS- 38:11
27- 13:22	ARTICULATED- 20:17	BOOK- 27:20	CLARIFY- 22:1
3	ASSETS- 24:20	BOSS- 24:8 37:10	CLARK- 10:9 11:4
3- 6:19 27:19	25:3,9,19	BOTTOM- 6:4 7:18	CLASS- 5:5 11:1 12:25
5	ASSIGNMENTS- 20:5	15:11	CLEAR- 15:8 33:15
50- 36:17	ASSOCIATED- 9:20	BRIAN- 11:22	COLOR- 19:20
5:15- 39:22	ASSUME- 20:3	15:24	COME- 4:3 17:6
7	27:24	BRIEF- 38:21	COMES- 34:9
7337- 11:7	ASSUMPTION- 29:15	BROUGHT- 25:6	COMING- 4:9
A	27:24	28:22	COMMERCIAL- 4:23
ACCOUNT- 24:15, 16,22	ATTACH- 25:4	BROWN- 19:13	COMMUNICATE- 8:10 16:1
ACCOUNTS- 24:11	ATTENDANCE- 13:25	BUCK- 35:15	COMMUNICATED- 8:17
ACCREDITATION- 13:24	ATTORNEY- 4:10	BUILDING- 18:25	COMPANIES- 8:21
ACTIONS- 22:25	7:25 19:4,9,16	19:1	14:15,16 16:12, 14,24 17:5,10,12
23:6	27:7	BUSINESS- 6:1	33:9 37:17 38:3
ACTUAL- 30:7	ATTORNEY/CLIENT- 7:9	27:3 32:25 33:8, 16 34:2,6	COMPANIES'- 39:12
ACTUARIAL- 4:19	AUTHORITIES- 33:2,3		COMPANY- 7:2
ADDRESS- 11:6	AUTHORITY- 21:14	C	14:19 18:24 24:7
ADJOURN- 39:21	25:12 29:9,19	CALL- 31:11	29:10 32:8
AFFAIRS- 39:12,14	32:17 34:6	CALLED- 4:2 5:23	COMPUTERS- 17:8
AFTERNOON- 26:22	AVAILABLE- 24:5	16:3 18:24 21:1, 13,22 22:13 27:3	CONCERNING- 25:3
28:18	AWARE- 18:14	CALLS- 16:16	CONCLUDES- 39:22
AGAINST- 22:25	38:11	CAN- 7:17 24:24	CONCLUSION- 16:17
23:7		25:8 28:24 30:8	CONDITIONS- 28:1
AGENT- 21:14	B	32:20 35:6 36:17	CONFIRM- 7:14
22:4,7,18	BACK- 6:11 7:8, 25 10:4 18:7	38:10	CONFUSING- 35:18
	33:14	CAN'T- 14:20	
	BACKGROUND- 10:4	15:21 31:20 34:9	
		CANDIDATE- 14:10, 13	
		CAP- 39:10	

CONSIDER- 24:8	17:23	DIVORCE- 19:6	EXCUSE- 12:13
CONSISTED- 6:1	COURTROOM- 8:3	DOCUMENT- 7:17	36:11
CONSULT- 31:17	COURTS- 36:25	14:22 20:6,12,16,	EXCUSED- 39:21
CONTACT- 12:21	COVERED- 32:2	22,23 33:1 34:17,	EXECUTED- 7:1
17:25	COX- 18:10,12	20 35:3,4	EXHIBIT- 6:3 7:8
CONTACTED- 12:11,	CREDITOR'S- 4:6	DOCUMENTS- 32:4	27:19,20
19	CREEK- 19:1	DOESN'T- 25:4	EXPLAIN- 14:12
CONTEMPT- 21:8	CROCOMBE- 15:22	39:14	17:1
CONTENTION-	CROSS- 8:24	DOMAIN- 6:2	
22:17,21	26:19 28:15	22:12,19,25 23:3,	F
CONTENTS- 16:8	CROSS-EXAMINATION-	7,14,18,23 38:10	FAIR- 16:22 39:7,
CONTROL- 16:14,	8:25 26:20 28:16	DRAFTED- 27:18,	10
24 20:4 23:1,8,	CULLING- 23:13	23 28:7	FAIRLY- 17:7
14,18,23 24:12	CURRENTLY- 5:2	DRIVE- 11:7	FAMILIARIZED-
25:20		DULY- 34:13	17:12
CONTROLS- 22:12,	D	DUTIES- 6:18,21,	FAMILY- 9:19,21
19	DALLAS- 5:6 9:15	23 15:5 20:5,16,	19:6
CONVERSATION-	11:6 19:9	20,23 24:9 32:13	FAR- 33:15
17:3 31:9	DAMON- 17:21	33:11 36:10	FEDERAL- 36:25
CONVERSATIONS-	DANIEL- 19:14		FEE- 7:9
16:6,8 31:2	DARK- 19:20	E	FEES- 23:18
37:17,19	DATE- 40:10	EACH- 7:17,19	FIFTH- 37:4
COOK- 15:18 16:1,	DAY- 18:3 34:1	13:4	FILE- 36:24
13,22,23 27:2,15	38:16	EARLIER- 37:9	FILED- 22:25
29:6 31:21 37:20	DAY-TO-DAY- 32:25	EARLY- 5:18 30:2	23:6 37:3
39:15	33:7,16	ECKELS- 18:17	FILING- 32:3
COPY- 6:14 7:9	DEALT- 25:12,13	EDUCATION- 4:17	FILINGS- 23:10
CORPORATE- 6:15	DECEMBER- 10:23	ELECTRONIC- 40:6	FINANCIAL- 4:25
CORPORATION-	DEFINE- 23:2	ELISSA- 4:14,16	FIRE- 6:2
24:16 27:24	DEGREE- 4:18,20	EMPHASIS- 4:19	FIRST- 4:14 11:1
CORPORATIONS-	10:5,8,12,14	EMPLOYED- 5:2,4	12:6 13:18,19
25:14	DELETION- 23:14	27:21 34:19	26:24 28:10 30:1
CORRECT- 6:14	DEPOSITION- 25:3	EMPLOYEE- 6:16	FIVE- 30:4
7:8 8:3 9:23,25	DESIGNATED- 22:3,	34:19	FOREGOING- 40:5
10:3,7 14:7	6	EMPLOYEES- 32:20	FORGETTING- 14:19
16:13 26:25	DESIGNATION-	EMPLOYMENT-	FORGOT- 27:19
28:22 29:3,22	15:11	11:12 14:4 39:11	FORM- 21:15
31:18,19,22,23,	DESIGNATIONS- 5:1	ENGAGEMENT- 7:9	FORMALIZED- 14:22
25 32:11,20,25	DETAILS- 8:10	25:7 28:7,12	FORMED- 21:13
33:8,17 34:3,11	DETERMINE- 29:8	38:19 39:11	22:1
35:12 36:3 37:1,	DIDN'T- 5:22	ENTERED- 6:15	FORT- 10:16
5 38:5 39:5,6,9	10:18,19 17:1	7:10 34:17 36:3	FORTH- 17:8
40:5	27:25 29:24,25	ENTITIES- 12:12	FOUR- 30:4
CORRECTLY- 34:10	31:17,21,24 37:10	27:2 34:14	FRIEND- 29:17
CORRESPONDING-	DIFFERENCE- 39:1	ENTITY- 21:1,12,	FULFILL- 6:21,23
9:3	DIFFERENT- 29:13,	15,22 33:24	15:4
COULDN'T- 13:23	14	ESSENCE- 29:17	FULL- 4:11,12
16:9	DIPLOMA- 11:3	35:15	FULL-TIME- 11:12
COUNSEL- 5:12	13:24	ESTATE- 4:23	FUNDS- 24:4,14,23
7:4 19:17 28:4	DIRECTION- 28:20	EXACTLY- 12:4,8	FURGUSON- 9:4
30:20,22 32:11,	30:25	32:14	36:3
15,22 34:22	DIRECTLY- 25:10	EXAMINATION- 4:7	FURGUSON'S- 10:1
COUPLE- 4:25	DIRECTOR- 6:15	38:23	FURTHER- 36:6
15:18 17:7 20:15	DISCUSS- 31:21,24	EXAMPLES- 38:10	
31:4	DISTRICT- 9:3	EXCEPT- 30:19	G
COURT-APPOINTED-	10:1 18:12 37:3	37:16	GARY- 8:2,4,18

12:13,15 GAVE- 28:10,12 GENERAL- 21:16 GENTLEMAN- 9:11 17:20 18:9,19 19:13 26:10 GEOMETRY- 5:7 GET- 6:21,23 21:14 24:24 27:9 31:12 38:14,16 GIVE- 30:8 36:17 38:10 GIVEN- 5:10 6:19 GO- 4:12 10:4 11:2 20:16,22 GOING- 7:25 8:11 10:25 22:6 24:18 25:8,16 29:22 30:17 31:12 39:20 GONE- 21:16 GOOD- 14:10,13 26:22 28:18 GOT- 27:10 GRADUATE- 10:20 11:4 13:23 GRADUATED- 13:15 GROUP- 11:22 18:25 GUESS- 8:15 13:10 30:3	HOCKADAY- 5:7 HOME- 11:22 17:7 HONESTLY- 19:7 24:10 HONG- 24:15,16, 22 39:14 HOURS- 36:16,17, 19,20 HSBC- 24:15,22	JOHN- 19:19 28:18 JOSH- 18:9 JUDGE- 9:4 10:1 28:14 36:3	LIVES- 11:22 LK- 7:18 LLC- 5:15 6:16 7:5,11,12 12:1,7 14:5,6,9,23,24 15:17 17:17,18, 24 18:4,13,14 20:1,4 21:2,5,11, 12,13,23,25 22:4, 7,12,18,24 23:1, 8,11,15,19,23,24 24:9,12 25:24 26:2 34:11 35:1, 11 39:8 LLCS- 18:17 25:1, 20,23,24 LOH- 9:1,2 16:20, 21 18:7,8 21:10, 20,21 24:19 25:10,18 26:18 LONG- 30:9 LOOK- 7:17 11:2 13:24 20:15 LOT- 25:17 LOUD- 6:7 28:24
<hr/> H HAND- 4:4 HAVEN'T- 15:6,7 20:10,13 32:2 33:12 HE'S- 9:17 HEAR- 5:23 HEARD- 9:11,15, 16 12:7 26:11,12 31:9 38:6,25 HEARING- 21:7 24:18 HELD- 21:8 24:14 25:13 HELP- 17:10 28:4 HEY- 31:12 HIRE- 6:2 17:9 25:12 28:4,7 29:10,19 32:10, 15,20 HIRED- 5:16,17, 23 11:25 12:3 14:21 26:1 29:21 30:24 34:18 HIRING- 30:20	<hr/> I IDEA- 18:3 36:17 INC- 40:11 INDIVIDUAL- 11:14 26:5 INFORMATION- 24:19 INITIAL- 12:21 INITIALED- 7:19 INITIALS- 7:18 INITIATED- 31:9 INQUIRIES- 23:22 INQUIRY- 25:4 INTERACT- 37:13 INTERCHANGEABLY- 38:25 INTERFERING- 34:20 INTERIM- 17:2 INTERVENING- 13:5 INTERVIEW- 27:12, 14 29:3 INTERVIEWED- 27:9 INTRODUCED- 27:2 INTRODUCTION- 27:4 INVESTMENT- 4:23 INVOLVEMENT- 24:25 ISAAC- 26:10,15 ISLANDS- 15:18 16:2,14,23 27:2, 15 29:6 31:21 37:20 39:15 IT'S- 7:7 11:13 21:10 22:11 23:3 25:10 27:19,24 32:10,13,17 34:7, 8 35:21	<hr/> K KATZ- 4:1,2,6,9, 12 7:21 9:2 11:23,24 15:16 17:4 20:4 21:11 24:23 25:6 26:11, 15,22,24 28:18 36:8 38:25 39:21, 22 KNOWLEDGE- 8:20 18:22 39:5 KNOWN- 12:24 13:4,8 23:3 KNOWS- 24:23 KONG- 24:15,16, 22 39:15	<hr/> L LADY- 25:11 LAPSE- 30:7 LATE- 12:10,11 38:19 LATITUDE- 25:17 LAWYER- 11:21 18:13,16,20 37:11 LAWYERS- 19:1 LEARN- 12:12 30:1 LEARNED- 12:6 30:5,10,12 LEBOEUF- 4:8,10 8:23 10:5 16:16 21:6 24:17 25:2 33:1,19 34:16 35:3,18,20 36:8 38:20,24 39:17 LED- 24:20 LEGAL- 9:22 16:16 LEGITIMACY- 36:2 LET'S- 10:4 12:5 15:8 LETTER- 39:11 LIGHT- 19:13 LIMITED- 39:12 LISA- 4:2,6,12 21:11 25:6 LIST- 6:18 20:23 LISTED- 20:24 LITIGATION- 29:22 30:1,5,10, 12,15,20 31:3,6, 17,21,24 32:3,5
	<hr/> J JACKSON- 18:20, 23 19:1,3,10 JAMES- 18:17 JEFF- 7:21 26:5 JOB- 20:5		<hr/> M MACPETE- 19:19 28:17,18 33:6,22 34:22,25 35:9 36:6 MAIL- 38:15,16 MANAGEMENT- 6:5, 14,15 14:25 15:5, 7 17:5 20:3 27:10,18,19 28:10 32:18,25 33:7,16 34:2 MANAGER- 5:16,25 6:16 7:5 11:25 14:5,9,21,23 15:16 17:17,24 21:11 22:23 24:9 25:1,14 30:4,6,9 32:8 34:11,18,19 35:1,11 MANAGING- 34:6,8 MANY- 31:2 MARK- 11:21 MARKED- 6:4 MARRIED- 11:16 MASON- 15:24 MASSACHUSETTS- 10:11 MATH- 5:5 10:5 11:8,11 14:14

MATHEMATICS- 4:18	11 36:10,25 37:4,	PERIOD- 17:2	12 38:11,15
MATTER- 9:3,5	12 38:11,15	PERIODICALLY-	QUESTIONED- 25:8
19:10 26:25	O	31:11	QUESTIONS- 34:20
30:11,12 40:7	OBJECT- 21:6	PERMANENT- 17:24	36:7
MEANS- 35:14	OBJECTION- 16:16	PERSON- 15:22	R
MEDIATION- 5:1	24:17 33:1,19	28:22 29:5 34:1	RAISE- 4:3
18:25	34:16 35:3,18	35:23 36:1 37:10,	RAY- 19:16 26:22
MEMBER- 34:13	OCCURS- 33:11	12,20	REACH- 17:16
MET- 7:21 13:19	OFFICE- 17:7	PERSONAL- 22:17	REACHED- 14:3
14:1	OFFICED- 18:25	27:6	REASK- 34:23
MICROGRAPHICS-	OFFICIALLY- 10:21	PERSONS- 37:20	RECEIVED- 13:23
14:17	ONDOVA- 26:23	PERTAINING- 21:7	RECEIVER- 9:2,7
MISCHARACTERIZED-	ONE- 14:19 19:1	PETER- 9:2,12	16:15,24 17:16
34:20	32:13	16:24 17:16	20:1 24:19,21,23
MISCHARACTERIZES-	OPERATE- 6:1	PETFINDERS- 21:2,	31:8 39:2
34:17 35:4	OPERATIONS- 5:16	5,13,23,25 22:4,	RECEIVER'S- 25:2
MISLEADING- 35:20	11:25 17:10	7,12,18 39:8	RECEIVERSHIP-
MONDEAL.COM- 38:7	ORDER- 19:25	PETFINDERS.COM-	7:2 8:9 16:12
MONEY- 25:15,19	21:7 24:21 36:3	22:13,19 39:8	24:7,20 25:9
MONTHS- 13:22	OTHERWISE- 23:3	PHONE- 27:13,14	30:16,17 31:10,
30:4	OVERRULE- 21:18	PHYSICALLY- 27:13	15 33:10,24 34:7,
MUCH- 31:10 36:9	25:16	PLANNING- 4:25	9 36:3 37:18
MULTIPLE- 39:19	OVERRULED- 16:18	PLEADINGS- 36:24	38:3 39:5
N	33:4,20 34:23	37:3,6	RECOGNIZE- 36:2
NAMED- 9:4 15:22	35:6,19	PM- 39:22	RECOGNIZED-
NAMES- 6:2 11:20,	OWN- 25:20 38:12	POLICY- 23:4,7	16:14,23
23 15:21 22:25	OWNER- 34:14	POSITION- 14:8,	RECOLLECTION-
23:7,14,18,23	P	11,23 17:17	12:9
29:14 31:20	PAID- 24:1 25:23	22:12 27:10	RECOMMENDED- 8:1
37:24 38:11	PARTICIPATED-	PRACTICED- 4:21	RECORDING- 40:6
NARIDA- 15:22	18:6 29:2	PREPARE- 17:4	RECROSS- 39:18
NEEDED- 8:11	PARTIES- 19:21	PRINTERS- 17:8	REDIRECT- 36:8
NEGOTIATE- 28:1	28:19	PRIOR- 35:4	38:18,23 39:18
NELSON- 17:21,23	PART-TIME- 11:13	PRIVATE- 5:6	REFERRED- 10:2
18:1,3	PASS- 8:23 10:19	PROBABLY- 13:14	REGARDLESS- 35:10
NETSPHERE- 19:20,	26:18 28:14 39:17	36:24	REGISTERED-
23 28:19	PASSED- 4:21	PROCEEDINGS-	21:14 22:3,7,18
NEVER- 4:20,21	PAUSE- 12:18	9:22 26:16 40:6	RELATION- 9:13
17:25 26:7,15	20:19	PROPERTY- 25:20	26:16
36:24 37:2 39:7	PAYMENT- 23:18	PUBLIC- 5:7	RELATIONSHIP-
NEW- 21:12	PAYNE- 4:10 7:10,	PURCHASE- 23:22	5:14 13:1
NICOLE- 4:9	25 8:1,7,10 21:7	PURPORTED- 14:5,	RELEVANCY- 24:18
NOBODY'S- 34:8	25:7,12 26:1	23 22:23 25:1	RELIED- 29:17
NORTH- 5:6	28:8,12 30:24	PURPOSES- 22:1	RELY- 29:12
NOTEBOOK- 6:3 7:7	31:24 37:12 39:8	Q	REMAIN- 34:1
NOVEMBER- 40:10	PAYNE'S- 8:19	QUANTEC- 5:15	RENEWAL- 23:18
NOVOPOINT- 5:15	21:16	7:5,12 8:1,8	REPORT- 15:16
6:16 7:4,11 8:1,	PEDIATRician-	12:1,7 14:5,9,24	37:13
8 12:1,7 14:5,9,	11:21	15:17 17:18,24	REPORTED- 30:22
23 15:17 17:17,	PENDING- 9:3	18:4,13 20:1,4	REPORTER- 4:4
24 18:4,14 20:1,	PEOPLE- 15:18,20	21:12 22:24 23:1,	REPRESENTATION-
4 21:11 22:24	16:1,13,22 27:3	8,11,15,19,23	8:11,20
23:1,8,11,15,19,	29:13,18 31:20	24:9,12 25:24	REPRESENTATIONS-
23 24:9,12 25:24	37:25	26:2 34:11 35:1,	21:17
26:2 34:11 35:1,		11 36:10,25 37:4,	REPRESENTED- 5:12


REQUESTED- 4:1	26:23	SWORN- 4:6	
RESOLUTION- 23:4, 7	SHORTLY- 7:1		U
RESPOND- 22:24	SHOW- 21:8	T	UDRP- 22:24 23:2
23:6	SIGNATURE- 6:12	TAB- 15:9	UNDERGRADUATE- 4:18
RESPONDING- 23:22	7:15	TABLE- 19:17	UNDERSTANDING- 8:7 24:4 32:7,24
RESPONSE- 18:2	SIGNED- 14:22	TAKING- 30:25	33:9 34:4,5,8
21:9 23:21 27:11	SIGNING- 7:11	TASKED- 30:19	35:7,21
28:23 32:12	15:1	TAX- 22:1 23:10	UNDERSTOOD- 29:21
RESPONSIBILITIES- 6:18	SIT- 32:7	TEACH- 5:5,6	UNIFORM- 23:3,7
RESPONSIBILITY- 32:10	SITTING- 8:3	TEACHER- 5:8 11:8	UNITED- 35:15
RESPONSIBLE- 32:24 33:7,10,16	19:17,19	TEACHING- 11:11	UNIVERSITY- 10:9
34:1	SITUATION- 22:2	TECH- 14:15,16	11:4
RETAIN- 7:4	SKILLS- 5:7	TELECOMMUNICATION S- 14:18	URBANIK- 19:16
RETAINED- 8:8,12	SOFTWARE- 14:17	TELEPHONE- 16:4	26:21,22 28:14
RETARDED- 11:22	SOLELY- 16:4	29:2	V
RETENTION- 7:25	SOLICITATION- 23:22	TELLING- 36:1	VAGUE- 35:18
14:4 23:17	SOUND- 40:6	TELVISTA- 14:18	VERBAL- 18:2
ROLE- 5:24 7:5	SOUNDS- 25:2	TEN- 36:16	27:11 28:23 32:12
ROYAL- 9:4	SPEAKERS- 39:19	TENDERED- 25:11	VOGEL- 9:12,14,
RUN- 17:10	SPEAKS- 33:1 35:3	TERMS- 28:1 38:25	17,21 16:24
R, SUM, - 5:22	SPECIALTY- 19:4,7	TERRITORY- 33:3	17:16 19:25
	SPELL- 4:15	TESTIMONY- 4:1	W
	SPELLED- 15:5	5:10 35:5 39:22	WAIT- 10:25 15:15
S	20:6	TEXAS- 10:15	WASN'T- 16:11
SAFE- 36:23	SPEND- 36:12	13:25 34:18 39:12	30:16,17 31:10
SCHEPPS- 8:2,18	SPENT- 36:9	THIRD- 14:19	WATER- 12:15
12:14,15,19,21,	SPOKEN- 7:23	THOUSANDS- 6:1	WE'RE- 19:2
23 13:2,8 14:1,3,	15:18,22 17:9,25	THREE- 30:4	24:18 31:14 39:20
8 22:11 25:13	18:9,16 19:9,12,	TIME- 5:8 12:6	WEEK- 22:10
26:13,16 27:5,6	16,19 26:7,15	17:2,5 30:7 36:9,	WEEKLY- 36:12
28:11,13,20,22,	39:7	12,14	WEEKS- 30:11,12
24 29:2,12 30:13,	SPRING- 12:10,11	TIMES- 15:19	WEREN'T- 11:1
15,25 31:2,11	13:6 14:3 15:3	TODAY- 4:9 5:12	WESLEYAN- 10:15
37:11	26:25 36:20 37:22	15:3,4 17:15	13:25
SCHEPPS'- 21:16	STAND- 4:3	18:4 32:7 34:2	WHEN'S- 12:6
SCHOOL- 5:6	START- 12:5 31:4,	TOM- 18:20,22	WHERE'S- 10:14
12:25 13:2,16,18,	5	19:1,2,3,10	WHEREIN- 7:10
23	STARTED- 13:20	TOUCH- 13:4	WHEREUPON- 39:22
SCOPE- 8:19	STATISTICS- 4:19	TOUCHED- 10:5	WHITE- 6:3
24:18 25:4,9	STOPS- 35:15	TRANSCRIBED- 4:1	WHO'S- 11:21
33:2 39:11	STRAIGHT- 13:22	TRANSCRIPT- 40:5	19:16
SCOTT- 11:21	STRATEGY- 31:18,	TRANSCRIPTS- 40:11	WILL- 4:4
SEAT- 4:5	21,24	TRIED- 17:16,25	WITNESS- 4:3,6
SEE- 6:4,18 7:18	STUDENT- 4:20	TRUSTEE- 19:13	8:23 16:19 21:19
8:3,4 34:10	STUDENTS- 11:14	26:23 39:2	28:14 33:5,21
SEEK- 32:3	STUDY- 5:7	TRUSTEE'S- 19:17	35:8 36:11,14,19,
SEPTEMBER- 13:20	SUBMITTED- 5:22	TURN- 6:3,11 7:7,	22 37:1,5,7,14,
SERVICES- 6:16	SUFFICIENT- 17:7	14	16,21,23 38:1,5,
SERVING- 30:9	SUIT- 19:13,20	TURTLE- 18:25	9,13,16 39:17
SEVERAL- 12:24	SUMMER- 5:18 30:2	TUTOR- 11:14	WOODTHRUSH- 11:7
SHANGHAI- 24:15	SUMMERTIME- 5:6	TUTORING- 11:11	WORCESTER- 10:11
SHE'S- 21:13 25:8	SUPERVISE- 32:10	TWICE- 7:15 29:14	WORDS- 34:14
SHERMAN- 19:14	SUPPOSEDLY- 21:11,13 25:13	TWO- 12:12 36:16,	
	SWEAR- 4:4	19,20 38:25	

WORK- 14:16 WORKED- 4:19 14:14,17,18 WORKING- 5:5 18:24 31:4,12 WORKS- 26:13,15 WORTH- 10:16 WOULDN'T- 17:1 WROTE- 14:17 <hr/> Y YEAR- 5:19 13:15, 18 14:4 YEARS- 12:24 13:5,9 18:24 YESTERDAY- 5:5 YOU'D- 7:7,14 YOU'LL- 4:4 6:7, 11 YOU'RE- 11:8 35:16,17 36:1 39:21			
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11/07/2011 12:50 1

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PAGE 02

Secretary of State P.O. Box 13697 Austin, TX 78711-3697 FAX: 512/463-5709 Filing Fee: \$300		FILED In the Office of the Secretary of State of Texas NOV 07 2011 Corporations Section
Certificate of Formation Limited Liability Company		
Article 1 - Entity Name and Type		
The filing entity being formed is a limited liability company. The name of the entity is:		
<u>Petfinders, LLC</u>		
Article 2 - Registered Agent and Registered Office		
<input type="checkbox"/> A. The initial registered agent is an organization (cannot be company named above) by the name of:		
OR		
<input checked="" type="checkbox"/> B. The initial registered agent is an individual resident of the state whose name is set forth below:		
Name: <u>Lisa Katz</u>		
C. The business address of the registered agent and the registered office address is:		
Street Address: <u>7337 Woodthrush Drive Dallas TX 75230</u>		
Consent of Registered Agent		
<input type="checkbox"/> A. A copy of the consent of registered agent is attached.		
OR		
<input checked="" type="checkbox"/> B. The consent of the registered agent is maintained by the entity.		
Article 3 - Governing Authority		
<input checked="" type="checkbox"/> A. The limited liability company is to be managed by managers.		
OR		
<input type="checkbox"/> B. The limited liability company will not have managers. Management of the company is reserved to the members.		
The names and addresses of the governing persons are set forth below:		
Manager 1: <u>Lisa Katz</u> Title: <u>Manager</u>		
Address: <u>7337 Woodthrush Drive Dallas TX, USA 75230</u>		
Article 4 - Purpose		
The purpose for which the company is organized is for the transaction of any and all lawful business for which limited liability companies may be organized under the Texas Business Organizations Code.		
Supplemental Provisions / Information		

EXHIBIT

"12"

tabbles

11/07/2011 12:50 1

1

PAGE 03

[The attached addendum, if any, is incorporated herein by reference.]

Organizer

The name and address of the organizer are set forth below. Gary Schepps for
Southpac Trust International, Inc., Trustee ANZ House, Main Road, Avarua,
Rarotonga, Cook Islands

Effectiveness of Filing

☒ A. This document becomes effective when the document is filed by the secretary of state.

OR

☐ B. This document becomes effective at a later date, which is not more than ninety (90) days from the date of its signing. The delayed effective date is:

Execution

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

Southpac Trust International, Inc., Trustee Gary Schepps

Signature of Organizer

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