

02-08-2005

Form PTO-1594 (Rev. 06/04)  
OMB Collection 0651-0027 (exp. 6/30/05)

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office



102840541

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Geryx Incorporated  
1343 East Main Street  
Santa Paula, California 93060

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

Citizenship (see guidelines) \_\_\_\_\_

Execution Date(s) 1-21-05

Additional names of conveying parties attached?  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Release of Security Interest
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: The Dow Chemical Company

Internal Address: \_\_\_\_\_

Address: The Dow Chemical Company

Street Address: 2030 Dow Center

City: Midland

State: Michigan

Country: USA Zip: 48674

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)  
75663236; 75663231; 75663235; 75612598

B. Trademark Registration No.(s)  
Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Michael L. Glenn

Internal Address: The Dow Chemical Company

Street Address: 1790 Building, Washington Street

City: Midland

State: Michigan Zip: 48674

Phone Number: 989/636-2860

Fax Number: 989/636-7592

Email Address: MLGlenn@dow.com

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 160.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number 04-1512

Authorized User Name \_\_\_\_\_

9. Signature: Norman L. Sims  
Signature

Jan 21, 2005  
Date

Norman L. Sims  
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 2012

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

EX DATE 1/21/05

1/27/05

CHARGE FEE

RightFax

1/27/05 6:18

PAGE 023/042

Fax Server



The Dow Chemical Company  
Midland, Michigan 48674

January 21, 2005

Mail Stop Assignment Recordation Services  
Director of the USPTO  
P.O. Box 1450  
Alexandria, VA 22313-1450

Re: Release of Security Interest

Dear Sirs:

Attached hereto is a certified court order ordering a release of the security interest of The Dow Chemical Company in Trademark Application Numbers 75663236; 75612598 (Registration Number 2427402); 75663231 and 75663235. Also, attached are PTO Form 1494 and a certified copy of the court order dissolving the security interest. The security interest was recorded at reel frame 002289/0729 on May 1, 2001. Please place this documentation in the records relating to these applications and note the security interest is released. The United States Patent and Trademark Office are hereby authorized to deduct the fee of \$160.00 for the patent recordation from the Deposit Account of The Dow Chemical Company No. 04-1512. If the fee stated is incorrect, the U.S. Patent Office is hereby authorized to deduct the proper amount from the above-mentioned account.

If there are any concerns or questions, please contact the undersigned.

Sincerely,

Norman L. Sims  
Patent Counsel  
Dow Automotive  
1250 Harmon Road  
Auburn Hills, MI 48326  
248/391-6455-phone  
248/391-6550-fax  
[nlsims@dow.com](mailto:nlsims@dow.com)

NLS:mfm

Attachments

Post Office Box 1967  
Midland, MI 48641-1967 USA  
Facsimile No.: (989) 636-3237

1790 Bldg., Global Legal Office  
Washington St., Midland, MI 48674 USA



**UNITED STATES BANKRUPTCY COURT**  
**Central District of California**

I hereby attest and certify that on 11/2/05 the attached reproduction(s), containing 16 pages, is a full, true and correct copy of the complete document entitled:

AD 03-1245 RE  
CERYX INCORPORATED  
STIPULATION

which includes:  Exhibits  Attachments

on file in my office and in my legal custody at the marked location:

- 300 North Los Angeles Street  
Los Angeles, CA 90012
- 411 West 4th Street, Suite 2074  
Santa Ana, CA 92701-4593
- 21041 Burbank Boulevard  
Woodland Hills, CA 91367
- 3420 Twelfth Street, Suite 125  
Riverside, CA 92501-3819
- 1415 State Street  
Santa Barbara, CA 93101-2511

Jon D. Ceretto, Clerk of Court

By: [Signature]  
Deputy Clerk

**THIS CERTIFICATION IS VALID ONLY WITH THE  
UNITED STATES BANKRUPTCY COURT SEAL.**

Revised 11/98



1  
2  
3 Raoul Corona, Rodney Elliott, Christina Morgan, and Philip  
4 Morgan (collectively, the "Plaintiffs")<sup>1</sup>, and Ceryx Asset  
5 Recovery LLC ("CAR"), on the one hand, and Dow Credit  
6 Corporation and The Dow Chemical Company (collectively "Dow"),  
7 on the other hand, enter into this Stipulation, as follows:

8  
9 RECITALS

10 1. Ceryx filed its voluntary Chapter 11 bankruptcy case  
11 on June 13, 2001 (the "Petition Date").

12 2. The case was converted to Chapter 7 by Order of the  
13 Court entered on or about November 6, 2001.

14 3. Jerry Namba (the "Trustee") was appointed Chapter 7  
15 Trustee on or about December 5, 2001.

16 4. Pursuant to the Bankruptcy Court order authorizing the  
17 Trustee to assign and sell certain assets of the Estate to the  
18 Plaintiffs (the "Bankruptcy Court Order"), Plaintiffs purchased  
19 Ceryx's rights, if any, to pursue, not to pursue, litigate,  
20 settle, compromise, or collect on (1) any and all claims against  
21 Dow Credit Corporation or The Dow Chemical Company, including,  
22  
23

24  
25 <sup>1</sup> Pursuant to that certain Limited Liability Company Operating Agreement of  
26 Ceryx Asset Recovery, LLC, Plaintiffs have contributed and/or transferred all  
27 intellectual property and any and all personal property purchased from the  
28 Ceryx Incorporated Bankruptcy Estate and owned by them which are more  
specifically described in the Assignment and Sale of Assets attached to that  
certain Order Authorizing Trustee to Assign and Sell Certain Assets of the  
Estate Free and Clear of Liens of Donald Skinner and Kenneth Karas, dated  
April 2, 2002 to CAR. The Bankruptcy Court Order is on file with the  
Bankruptcy Court presiding over the Ceryx Incorporated Bankruptcy Estate in  
Santa Barbara, California.

1 but not limited to, a potential preference action under 11  
2 U.S.C. Section 547, and (2) any and all claims against former  
3 officers of Ceryx with the exception of certain pending actions  
4 (collectively, "Claims").  
5

6 5. Pursuant to the Bankruptcy Court Order, Plaintiffs  
7 also purchased all of Ceryx's intellectual property, including,  
8 but not limited to, certain technology related to diesel  
9 emissions (the "Intellectual Property"). As part of the  
10 consideration for such purchase, Plaintiffs agreed to pay the  
11 Trustee forty percent (40%) of any net recovery (the "Recovery")  
12 retained from the Claims and Intellectual Property. The  
13 Recovery shall be determined by deducting from the gross  
14 proceeds, the reasonable attorneys fees and costs incurred by  
15 Plaintiffs or CAR in pursuing or litigating any of the claims  
16 described herein and in recovering or collecting assets pursuant  
17 to the agreement regarding the purchase of assets by the  
18 Plaintiffs from the Ceryx bankruptcy estate. Attorneys fees and  
19 costs shall include the fees and expenses of counsel for the  
20 Plaintiffs and CAR and may include, without limitation,  
21 printing, photocopying, duplicating and other expenses, air  
22 freight charges, deposition costs, court reporter fees, long  
23 distance telephone charges and recording charges, and fees  
24 billed for law clerks, paralegals, librarians, and others not  
25 admitted to the bar but performing services under the  
26 supervision of an attorney. The terms attorneys fees and costs  
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shall also include, without limitation, all fees and expenses for appeals, arbitrations, and proceedings in the bankruptcy court or the U.S. Patent and Trademark office.

6. On or about April 4, 2002, Dow Credit filed a proof of claim with this Court alleging a secured claim against the Debtor in the amount of \$2,685,000.

7. On June 10, 2003, the Plaintiffs initiated the above-captioned adversary proceeding seeking, among other things, to avoid certain transfers to Dow including the transfer of a security interest, to disallow Dow's claim, and to equitably subordinate Dow's claim.

8. On July 10, 2003, Dow filed an answer to the Plaintiffs' complaint, denied certain allegations, and asserted various affirmative defenses.

9. The parties have extensively negotiated regarding the claims of both parties, and have reached a consensual resolution.

10. Concurrently with filing this Stipulation, the Plaintiffs have filed a Motion seeking approval of the Settlement with the Bankruptcy Court pursuant to Federal Rule of Bankruptcy Procedure 9019.

AGREEMENT

1  
2 NOW, THEREFORE, THE PARTIES TO THIS STIPULATION HEREBY  
3 AGREE AS FOLLOWS:

4  
5 A. Dow will and hereby does release any alleged security  
6 interest against any of Ceryx's property, including the  
7 Intellectual Property. Dow will release its Uniform Commercial  
8 Code filings against the Intellectual Property. The proof of  
9 claim filed by Dow shall be deemed hereby amended to be an  
10 unsecured claim against the estate of Ceryx in the amount of  
11 \$2,685,000 plus accrued interest in the amount of \$145,814.89  
12 (the "Dow Unsecured Claim"). Such claim will be deemed to have  
13 arisen against Ceryx on September 15, 2000. Such claim shall be  
14 deemed a final allowed claim against the Ceryx bankruptcy estate  
15 and will not be subject to challenge of any kind and the Order  
16 approving this Stipulation shall include a provision consistent  
17 with this paragraph.  
18

19 B. Dow hereby assigns the right to receive one-half of  
20 any and all distributions made on the Dow Unsecured Claim to CAR  
21 care of its counsel, John Walton, at the address set forth on  
22 the upper-left hand column of the first page of this  
23 Stipulation.  
24

25 C. CAR and the Plaintiffs shall pay to Dow, within 30  
26 days of receipt by CAR or the Plaintiffs, one-half of CAR's and  
27 the Plaintiffs' share of the Recovery from any actions related  
28 to, or sale of, the Claims or the Intellectual Property until



1 such time as Dow has received \$1.25 million pursuant to this  
2 paragraph. For the purposes of Paragraph C, Recovery does not  
3 include any payments received by CAR and Plaintiffs from the  
4 estate pursuant to Paragraph B of this Agreement. CAR and the  
5 Plaintiffs shall, upon Dow's request, provide to Dow an  
6 accounting of the funds received from such actions related to,  
7 or sale of, the Claims or the Intellectual Property and paid out  
8 prior to the payments to Dow.  
9

10 D. Effective upon the entry of an order approving this  
11 Stipulation, Dow for itself, and for its subsidiaries,  
12 successors and assigns, hereby does release and forever  
13 discharge all of the Plaintiffs and CAR and their  
14 representatives, agents, and assigns from any and all claims,  
15 actions, suits, accounts, convenience, contracts, controversies,  
16 damages, judgments, and demands, of whatsoever kind or nature  
17 which Dow ever had, now has or which its successors or assigns  
18 hereafter can, shall or may have, for upon or by reason of any  
19 matter or thing whatsoever arising on or before the date hereof.  
20  
21 No claims are reserved.  
22

23 E. Effective upon the entry of an order approving this  
24 Stipulation, the Plaintiffs and CAR for themselves, and their  
25 successors and assigns hereby do release and forever discharge  
26 Dow, its directors, officers, employees, attorneys and their  
27 successors, assigns and any subsidiary corporations, from any  
28 and all claims, actions, suits, accounts, convenience,

1 contracts, controversies, damages, judgments, and demands, of  
2 whatsoever kind or nature which the Plaintiffs or each of them,  
3 ever had, now has or which its successors or assigns hereafter  
4 can, shall or may have, for upon or by reason of any matter or  
5 thing whatsoever arising on or before the date hereof, except  
6 that Plaintiffs and CAR expressly do not release Cummins,  
7 Cummins West, Inc., Cleaire, their successors, assigns and any  
8 subsidiary corporations or any other defendant named in  
9 Adversary Proceeding No. 04-01117 pending before this Court. No  
10 claims are reserved.  
11

12 F. Plaintiffs, CAR and Dow acknowledge that they have  
13 read and understood section 1542 of the California Civil Code,  
14 which provides that "[a] general release does not extend to  
15 claims which the creditor does not know or suspect to exist in  
16 his favor at the time of executing his release, which if known  
17 by him must have materially affected his settlement with the  
18 debtor." Plaintiffs, CAR and Dow waive any rights under section  
19 1542.  
20

21 G. Dow will not interfere or hamper Plaintiffs' and CAR's  
22 efforts to recover in any litigation regarding or related to the  
23 Intellectual Property, including, but not limited to, Adversary  
24 Proceeding No. 04-01117 pending before this Court, Dow also will  
25 provide Plaintiffs with all documentation and records reasonably  
26 requested in furtherance of such litigation. Dow, however, shall  
27 at its sole discretion have the right not to provide any such  
28



1 documentation or records that it deems to be proprietary and  
 2 confidential. Plaintiffs and CAR reserve the right to seek to  
 3 compel production of such documents and to challenge any such  
 4 designation under any applicable federal or state rules and  
 5 procedures governing discovery. Dow, Plaintiffs, and CAR do not  
 6 waive any rights they may have under the Federal Rules of Civil  
 7 Procedure, the Federal Rules of Bankruptcy Procedure, local  
 8 District Court and Bankruptcy Court rules or under any state  
 9 rules of civil procedure.  
 10

11 H. The terms of this Stipulation shall be binding upon  
 12 any successor or assignee of any party to this Stipulation.  
 13

14 I. Nothing herein shall be construed to hinder, limit, or  
 15 otherwise interfere with the Trustee's rights and interests in  
 16 the Recovery.

17 Agreed:  
 18 RAOUL CORONA  
 19  
 20 (Signature page attached.)

21 RODNEY ELLIOTT  
 22  
 23 (Signature page attached.)

24 CHRISTINA MORGAN  
 25  
 26 (Signature page attached.)

27 PHILIP MORGAN  
 28 (Signature page attached.)

From-R&R PIPELINE INC.

805 933 0078

T-760 P.002/005 F-995

documentation or records that it deems to be proprietary and confidential. Plaintiffs and CAR reserve the right to seek to compel production of such documents and to challenge any such designation under any applicable federal or state rules and procedures governing discovery. Dow, Plaintiffs, and CAR do not waive any rights they may have under the Federal Rules of Civil Procedure, the Federal Rules of Bankruptcy Procedure, local District Court and Bankruptcy Court rules or under any state rules of civil procedure.

H. The terms of this Stipulation shall be binding upon any successor or assignee of any party to this Stipulation.

I. Nothing herein shall be construed to hinder, limit, or otherwise interfere with the Trustee's rights and interests in the Recovery.

Agreed:

RAOUL CORONA

*Raoul Corona 11/5/04*

RODNEY ELLIOTT

*Rodney L Elliott 11-5-04*

*[Signature]*

*11-5-04*

CHRISTINA MORGAN

PHILIP MORGAN

*[Signature]*

From-R&R PIPELIN' INC.

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documentation or records that it deems to be proprietary and confidential. Plaintiffs and CAR reserve the right to seek to compel production of such documents and to challenge any such designation under any applicable federal or state rules and procedures governing discovery. Dow, Plaintiffs, and CAR do not waive any rights they may have under the Federal Rules of Civil Procedure, the Federal Rules of Bankruptcy Procedure, local District Court and Bankruptcy Court rules or under any state rules of civil procedure.

H. The terms of this Stipulation shall be binding upon any successor or assignee of any party to this Stipulation.

I. Nothing herein shall be construed to hinder, limit, or otherwise interfere with the Trustee's rights and interests in the Recovery.

Agreed:

RAOUL CORONA

*Raul Corona 11/5/04*

*Rodney L Elliott 11-5-04*

RODNEY ELLIOTT

CHRISTINA MORGAN

*11-5-04*

PHILIP MORGAN

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CERYX ASSET RECOVERY, LLC

(Signature page attached.)

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

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

Agreed:

DOW CREDIT CORPORATION

By: (Signature page attached.) \_\_\_\_\_

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

THE DOW CHEMICAL COMPANY

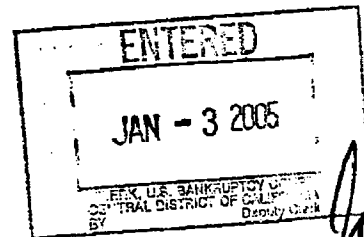
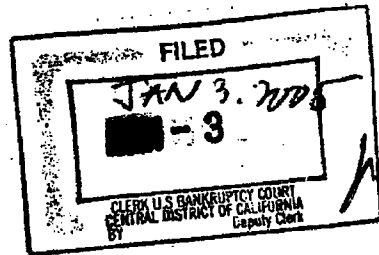
By: (Signature page attached.) \_\_\_\_\_

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

NO OBJECTION:

JERRY NAMBA, Chapter 7 Trustee

(Signature page attached.)



ORDER

It is so ordered.

The proof of claim filed by Dow is deemed hereby amended to be an unsecured claim against the estate of Ceryx in the amount of \$2,685,000 plus accrued interest in the amount of \$145,814.89. Such claim is deemed to have arisen against Ceryx on September 15, 2000. Such claim is deemed a final allowed claim against the Ceryx bankruptcy estate and is not subject to challenge of any kind.

Dated: Jan November 3, 2005

Robin Riblet  
THE HONORABLE ROBIN L. RIBLET  
UNITED STATES BANKRUPTCY JUDGE

CERYX ASSET RECOVERY, LLC

By: [Signature]

Its: MANAGER

Agreed:

DOW CREDIT CORPORATION

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

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

THE DOW CHEMICAL COMPANY

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

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

NO OBJECTION:

JERRY NAMBA, Chapter 7 Trustee

ORDER

It is so ordered.

The proof of claim filed by Dow is deemed hereby amended to be an unsecured claim against the estate of Ceryx in the amount of \$2,685,000 plus accrued interest in the amount of \$145,814.89. Such claim is deemed to have arisen against Ceryx on September 15, 2000. Such claim is deemed a final allowed claim against the Ceryx bankruptcy estate and is not subject to challenge of any kind.

Dated: November \_\_, 2004

\_\_\_\_\_  
THE HONORABLE ROBIN L. RIBLET  
UNITED STATES BANKRUPTCY JUDGE

FAX 9896389224

LITIGATION FAX

002

CERYX ASSET RECOVERY, LLC

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

Agreed:

DOW CREDIT CORPORATION

By: \_\_\_\_\_ *Bank*  
Its: \_\_\_\_\_ PRESIDENT

*E.G.*

THE DOW CHEMICAL COMPANY

By: \_\_\_\_\_ *Bank*  
Its: Corporate Vice President and General Counsel

NO OBJECTION:  
JERRY NAMBA, Chapter 7 Trustee

ORDER

It is so ordered.

The proof of claim filed by Dow is deemed hereby amended to be an unsecured claim against the estate of Ceryx in the amount of \$2,685,000 plus accrued interest in the amount of \$145,814.89. Such claim is deemed to have arisen against Ceryx on September 15, 2000. Such claim is deemed a final allowed claim against the Ceryx bankruptcy estate and is not subject to challenge of any kind.

Dated: November \_\_\_\_, 2004

\_\_\_\_\_  
THE HONORABLE ROBIN L. RIBLET  
UNITED STATES BANKRUPTCY JUDGE



36 FAX 310 277 7584

ROBINSON,DIAMANT

002

CERYX ASSET RECOVERY, LLC

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

Agreed:

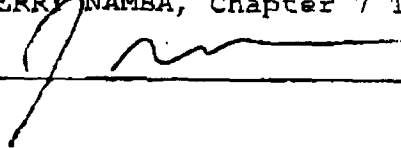
DOW CREDIT CORPORATION

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

THE DOW CHEMICAL COMPANY

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

NO OBJECTION:  
JERRY NAMBA, Chapter 7 Trustee

  
\_\_\_\_\_

ORDER

It is so ordered.

The proof of claim filed by Dow is deemed hereby amended to be an unsecured claim against the estate of Ceryx in the amount of \$2,685,000 plus accrued interest in the amount of \$145,814.89. Such claim is deemed to have arisen against Ceryx on September 15, 2000. Such claim is deemed a final allowed claim against the Ceryx bankruptcy estate and is not subject to challenge of any kind.

Dated: November \_\_, 2004

\_\_\_\_\_  
THE HONORABLE ROBIN L. RIBLET  
UNITED STATES BANKRUPTCY JUDGE

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Declaration of Service

I am over the age of eighteen years and not a party to the within action. I am employed in an office that employs a member of the bar of this Court, at whose direction the within service was made. My business address is LEVENE, NEALE, BENDER, RANKIN & BRILL, 1801 Avenue of the Stars, Suite 1120, Los Angeles, CA 90067.

On December 22, 2004, I served the foregoing document(s) described as:

STIPULATION RESOLVING COMPLAINT FOR AVOIDANCE AND RECOVERY OF TRANSFERS, DISALLOWANCE OF CLAIM, AND EQUITABLE SUBORDINATION

on the interested parties in this action by placing true copies thereof, enclosed in sealed envelopes, with first class postage thereon fully prepaid, in the United States mail at Los Angeles, California, (unless otherwise indicated to be by Federal Express, Overnight mail, messenger or fax) addressed as follows:

Lauren T. Diehl, Esq.  
Reed Smith Crosby Heafey LLP  
355 South Grand, Suite 2900  
Los Angeles, CA 90071

Co-Counsel for Plaintiffs  
John R. Walton, Esq.  
Law Offices of John R. Walton, P.C.  
333 South Grand Avenue, Suite 4270  
Los Angeles, California 90071

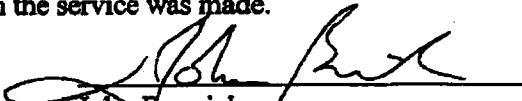
(By Mail) I caused such envelope with postage thereon, fully prepaid to be placed in the United States mail. Executed on December 22, 2004, at Los Angeles, California.

(By personal service) I caused such envelope to be delivered by hand to the officers of the addressee. Executed on December \_\_, 2004, at Los Angeles, California.

(By Federal Express) I caused said document to be sent via Federal Express for next business morning delivery. Executed on December \_\_, 2004, at Los Angeles, California.

(State) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

(Federal) I declare that I am an employee in the offices of a member of the State Bar of this Court at whose direction the service was made.

  
John Berwick



Party Name, Address and Telephone Number

FOR COURT USE ONLY

G M. RANKIN (SBN 169844)  
NELLWYN W. VOORHIES (SBN 168698)  
LEVENE, NEALE, BENDER, RANKIN & BRILL L.L.P.,  
1801 Avenue of the Stars, Suite 1120  
Los Angeles, CA 90067  
Telephone (310) 229-1234

Attorneys for Plaintiffs

**UNITED STATES BANKRUPTCY COURT  
CENTRAL DISTRICT OF CALIFORNIA**

In re:

CERYX INCORPORATED,

ND01-12085-RR

Debtor.

CORONA ET AL. V. DOW CREDIT CORPORATION ET AL.

CHAPTER 7 CASE NUMBER  
ADV. NO. 03-1245

**NOTICE OF ENTRY JUDGMENT OR ORDER  
AND CERTIFICATE OF MAILING**

TO ALL PARTIES IN INTEREST ON THE ATTACHED SERVICE LIST:

- 1. You are hereby notified that a judgment or order entitled (*specify*):

ORDER GRANTING STIPULATION RESOLVING COMPLAINT FOR AVOIDANCE AND RECOVERY OF TRANSFERS, DISALLOWANCE OF CLAIM, AND EQUITABLE SUBORDINATION

was entered on (*specify date*):

**JAN - 3 2005**

- 2. I hereby certify that I mailed a copy of this notice and a true copy of the order or judgment of the persons and entities on the attached service list on (*specify date*):

**JAN - 3 2005**

<u>Counsel for Defendants</u> Lauren T. Diehl, Esq. Reed Smith Crosby Heafey LLP 355 South Grand, Suite 2900 Los Angeles, CA 90071	<u>Counsel for Plaintiffs</u> Nellwyn W. Voorhies, Esq. Levene, Neale, Bender, Rankin & Brill LLP 1801 Avenue of the Stars, Suite 1120 Los Angeles, CA 90067	<u>Counsel for Plaintiffs</u> John R. Walton, Esq. Law Offices of John R. Walton, P.C. 333 South Grand Avenue, Suite 4270 Los Angeles, CA 90071
--	--	---

Dated:

**JAN - 3 2005**

Jon D. Carretto  
Clerk of the Bankruptcy Court

by: James W. Van Hook  
Deputy Clerk

If a judgment is by default, a copy of the judgment must be attached to this notice.  
This form is optional. It has been approved for use by the United States Bankruptcy Court for the Central District of California