

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	LICENSE		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Path Media Holdings, LLC		06/07/2013	LIMITED LIABILITY COMPANY: ST. CHRIST-NEVIS
RECEIVING PARTY DATA			
Name:	GGW Brands, LLC		
Street Address:	10940 Wilshire Blvd.		
Internal Address:	Suite 1000		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90024		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
Name:	GGW Direct, LLC		
Street Address:	10940 Wilshire Blvd.		
Internal Address:	Suite 1000		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90024		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
Name:	GGW Magazine, LLC		
Street Address:	10940 Wilshire Blvd.		
Internal Address:	Suite 1000		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90024		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
Name:	GGW Events, LLC		

TRADEMARK

Street Address:	10940 Wilshire Blvd.
Internal Address:	Suite 1000
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90024
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

Name:	GGW Marketing, LLC
Street Address:	10940 Wilshire Blvd.
Internal Address:	Suite 1000
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90024
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 13**

Property Type	Number	Word Mark
Serial Number:	77208674	GONE WILD
Serial Number:	75939899	BANNED FROM TELEVISION
Serial Number:	77217774	BANNED FROM TELEVISION
Serial Number:	77382679	GIRLS GONE WILD
Serial Number:	77166100	GIRLS GONE MOBILE
Serial Number:	76517377	GIRLS GONE WILD
Serial Number:	75640463	GIRLS GONE WILD
Serial Number:	77382449	GIRLS GONE WILD
Serial Number:	77208666	GONE WILD
Serial Number:	77384465	GONE WILD
Serial Number:	76427548	GUYS GONE WILD
Serial Number:	76306922	MANTRA
Serial Number:	77208650	GIRLS GONE WILD

**CORRESPONDENCE DATA**

Fax Number:

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Email: mheyn@ktbslaw.com

Correspondent Name: Matthew C. Heyn

Address Line 1: 1999 Ave. of the Stars

Address Line 2: Thirty-Ninth Floor

**TRADEMARK**  
**REEL: 005051 FRAME: 0157**

Address Line 4: Los Angeles, CALIFORNIA 90067

ATTORNEY DOCKET NUMBER: 2086

NAME OF SUBMITTER: Matthew C. Heyn

Signature: /s/ Matthew Heyn

Date: 06/18/2013

**Total Attachments: 37**

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*Counsel for R. Todd Neilson, Chapter 11 Trustee  
and proposed counsel for GGW Marketing, LLC*

**UNITED STATES BANKRUPTCY COURT  
CENTRAL DISTRICT OF CALIFORNIA  
LOS ANGELES DIVISION**

*In re*  
GGW BRANDS, LLC, *et al.*  
  
Debtors.

Jointly Administered  
Case No. 2:13-bk-15130-SK  
  
Chapter 11

ARGYLE ONLINE, LLC,  
  
Plaintiff  
  
v.  
  
R TODD NEILSON, solely in his capacity as  
chapter 11 trustee,  
  
Defendant.  
  
INCLUDING RELATED COUNTERCLAIMS  
AND THIRD-PARTY CLAIMS

**Adv. No. 2:13-ap-01552-SK**  
  
**STIPULATION FOR FURTHER  
CONTINUANCE OF HEARINGS ON  
PRELIMINARY INJUNCTIONS,  
TRANSFER OF DOMAIN NAMES, AND  
ALLOCATION OF REVENUES**

Continued Hearings  
Date: October 22, 2013  
Time: 10:00 a.m.  
Place: Courtroom 1575  
255 E. Temple St.  
Los Angeles, CA 90012

1 This stipulation (the “Stipulation”)<sup>1</sup> is entered into by and among, R. Todd Neilson, as  
2 chapter 11 trustee of the jointly administered bankruptcy estates of GGW Brands, LLC, GGW  
3 Direct, LLC, GGW Events, LLC, and GGW Magazine, LLC (the “Trustee”), and GGW  
4 Marketing, LLC (“GGW Marketing”), on the one hand, and Joseph R. Francis (“Francis”), Argyle  
5 Online, LLC (“Argyle Online”), Path Media Holdings, LLC (“Path Media”), Argyle Media Sales,  
6 LLC (“Argyle Media”) and Fab Films, LLC (“Fab Films”), on the other hand, with reference to  
7 the following recitals:<sup>2</sup>

8 **RECITALS**

9 A. On April 25, 2013, this Court entered its *Temporary Restraining Order and Order*  
10 *to Show Cause Why a Preliminary Injunction Should Not Issue Against Joseph R. Francis* [Adv.  
11 No. 2:13-ap-01468-SK; Docket. No. 16] (the “First OSC”). The First OSC requires Francis to  
12 show cause why a preliminary injunction should not issue enjoining him and those acting in  
13 concert with him from, among other things, communicating with the Debtors’ employees, coming  
14 within 100 feet of the Debtors’ offices, or interfering with the Trustee’s control of the Debtors’  
15 assets. *Id.* ¶¶ 1 & 3.<sup>3</sup>

16 B. The First OSC set a hearing on the preliminary injunction contemplated thereby for  
17 May 8, 2012. *Id.* at ¶ 3. By stipulation and order, the Court first continued the hearing on the  
18 First OSC to June 13, 2013 at 10:00 a.m. [Adv. No. 2:13-ap-01468-SK; Docket. Nos. 44 & 47],  
19 and subsequently continued it to July 11, 2013 as provided in more detail in Recital E.

20  
21 <sup>1</sup> Although not all the provisions of this Stipulation and the annexed order apply to this adversary  
22 proceeding, this Stipulation and the order approving it – in the interests of clarity and completeness –  
23 will be concurrently filed in the adversary proceedings styled *Neilson v. Francis*, Adv. No.  
2:13-ap-01468-SK and *Argyle Online, LLC v. Neilson, et al.*, Adv. No. 2:13-ap-01552-SK.

24 <sup>2</sup> In this Stipulation, GGW Marketing and the Trustee are referred to as the “OSC Movants” and Joseph  
25 R. Francis, Argyle Online, Path Media, Argyle Media and Fab Films are referred to as the “OSC  
26 Respondents.” GGW Brands, LLC, GGW Direct, LLC, GGW Events, LLC, and GGW Magazine,  
27 LLC are referred to collectively as the “Debtors” and the OSC Movants and the OSC Respondents  
28 together are referred to as the “Parties,” and individually as a “Party.”

<sup>3</sup> The descriptions of various pleadings and orders, including specifically the First OSC, Second OSC,  
*Order Approving Stipulation to Continue Hearings on Preliminary Injunctions and Related Matters*, is  
solely for convenience. Such descriptions are not intended to and shall not modify the terms of any  
pleadings, including without limitation the First OSC and the Second OSC.

1 C. On May 24, 2013, this Court entered its *Temporary Restraining Order Against*  
2 *Joseph R. Francis and Path Media Holdings, LLC and Order to Show Cause Why a Preliminary*  
3 *Injunction Should Not Issue Against Francis, Path Media, Argyle Online, LLC, Argyle Media*  
4 *Sales, LLC, and Fab Films, LLC* [Adv. No. 2:13-ap-01552-SK; Docket No. 21] (the “Second  
5 OSC”). The Second OSC requires Francis and Path Media Holdings, LLC to show cause why a  
6 preliminary injunction should not issue enjoining them and those acting in concert with them  
7 from, among other things, transferring, selling, conveying, modifying, terminating, or otherwise  
8 exercising any rights and actions with respect to certain “Trademarks” and “URLs” (as defined in  
9 the Second OSC). It also requires Argyle Media Sales, LLC, and Fab Films, LLC to show cause  
10 as to why a preliminary injunction should not issue requiring them to deposit with the Clerk of the  
11 Court all purported royalties and other payments to them arising out of or relating to the  
12 Trademarks (the “Disputed Royalties”) pending this Court’s determination of the rightful owner of  
13 the Disputed Royalties.

14 D. The Second OSC set a hearing on the preliminary injunction contemplated thereby  
15 for June 7, 2013 at 2:00 p.m., which the Court subsequently continued to July 11, 2013 as  
16 provided in more detail in Recital E.

17 E. On May 31, 2013, based on stipulation of the Parties, the Court entered the *Order*  
18 *Approving Stipulation to Continue Hearings on Preliminary Injunctions and Related Matters*  
19 [Adv. No. 2:13-ap-01468-SK; Docket. No. 54 & Adv. No. 2:13-ap-01552-SK; Docket. No. 33],  
20 which (i) continued the hearings on the First OSC and the Second OSC to July 11, 2013 at 10:00  
21 a.m.; (ii) provided that the temporary restraining orders contained in the First OSC and the Second  
22 OSC shall remain in effect through the date of the continued hearings on whether the preliminary  
23 injunctions should issue; and (iii) directed the Parties to establish a joint account or escrow  
24 account for holding any Disputed Royalties.

25 F. The Parties have continued good-faith settlement negotiations, and hope and expect  
26 to continue to do so going forward, and have agreed to a transfer of control of certain websites to  
27 Path Media Holdings, LLC, a short-term royalty rate for certain intellectual property that was  
28

1 transferred to, and is being held by, Path Media and further continuance of the hearings on the  
2 preliminary injunctions, subject to the terms and limitations set forth below.

3 **STIPULATION**

4 WHEREFORE, subject to Court approval, the Parties hereby stipulate and agree:

5 1. License; Payments. Upon Court approval of this Stipulation:

6 (a) Argyle Online, Argyle Media, Fab Films, and Path Media grant to the  
7 Trustee for the period commencing June 1, 2013 through and ending October 31, 2013 (the  
8 "License Period"), the exclusive right to use the trademarks, copyrights, URLs and other  
9 intellectual property arising out of, related to or associated with Girls Gone Wild, Guys  
10 Gone Wild, or GGW Magazine, including but not limited to the intellectual property  
11 arising out of, related to, or associated with the trademarks set forth on Exhibit A (the  
12 "Licensed Intellectual Property"), worldwide in any manner and for any purpose (including  
13 the right to advertise, market, distribute, copy, reproduce, modify and/or sublicense the  
14 same).

15 (b) Argyle Online, Argyle Media, Fab Films, and Path Media hereby assign,  
16 transfer and convey to the Trustee any and all payments from third parties, whenever  
17 received, in respect of use or other exploitation of the Licensed Intellectual Property and  
18 any and all rights thereto (including but not limited to rights to receive payments in respect  
19 of production, display, performance or distribution of Girls Gone Wild content from the  
20 parties set forth on Exhibit B) which have accrued and will accrue from the Petition Date  
21 to the end of the License Period.

22 (c) In exchange for the Licensed Intellectual Property, the Debtors shall pay  
23 50% of all Disputed Royalty payments that it is holding or shall receive during the License  
24 Period. Payments shall be made from all available and cleared funds in the joint bank  
25 account to each Party after 4:00 p.m. on the Friday of each week. If customers listed on  
26 Exhibit B pay any amounts relating to the Licensed Intellectual Property to the OSC  
27 Respondents or any of them, and those funds are not immediately turned over to the  
28 Debtors, the Debtors shall have the right, without order of the Court, to reduce amounts

1 payable under this paragraph 1(c) by the amounts paid to any of the OSC Respondents.

2 Within three business days after the Debtors pay the Disputed Royalties to Argyle Online,  
3 LLC, the Trustee shall provide an accounting (on a cash basis) of all Disputed Royalties  
4 received.

5 (d) The Trustee agrees that during the License Period he will not alter any of  
6 the agreements between Argyle Online, LLC and any customers set forth on Exhibit B  
7 without the prior written consent of Argyle Online, LLC, which shall be reasonably given,  
8 and the Trustee is unaware of the Debtors altering any such agreements since he was  
9 appointed as trustee in the Debtors' bankruptcy case.

10 2. Personal Websites. As promptly as possible following entry of an order approving  
11 this Stipulation (and in no event more than three business days thereafter), the Trustee will take all  
12 appropriate steps to transfer and migrate the websites listed on Exhibit C to the control of Path  
13 Media Holdings, LLC (collectively, the "Transferred Websites"). The Trustee will transfer all  
14 data for posting the Transferred Websites as well as control over the domain names. The Trustee  
15 shall also provide all passwords for the Transferred Websites and wordpress blogs that the Debtors  
16 have in their possession and knowledge. Following transfer of control of the Transferred  
17 Websites, the Debtors and the Trustee shall have no responsibility for maintaining those websites  
18 (including, but not limited to paying domain name registration fees and updating the content of the  
19 Transferred Websites). The Trustee will forward to counsel to Path Media Holdings, LLC any  
20 invoices for the Transferred Websites that he or the Debtors receive. The OSC Respondents agree  
21 that, in light of the Court's rulings and the license set forth in paragraph 1, they shall not attempt  
22 and have no right to exercise control over the other websites and domain names currently  
23 controlled by the Debtors, including but not limited to the websites and domain names listed on  
24 Exhibit D (the "GGW Websites"), until further order of the Court. This paragraph shall be  
25 without prejudice to (i) the OSC Respondents' rights to assert an ownership interest in the  
26 Transferred Websites after the License Term and (ii) the Trustee's and the Debtors' rights to assert  
27 an ownership interest in the GGW Websites after the License Term.



1           3.     Standstill. From the date hereof through the end of the License Period, the OSC  
2 Respondents hereby agree not to (i) use the Licensed Intellectual Property in any manner or for  
3 any purpose, (ii) license to any third party any right to use the Licensed Intellectual Property, or  
4 (iii) challenge, interfere or otherwise seek to impair the rights of the Trustee in the Licensed  
5 Intellectual Property; provided, however, that nothing herein shall prevent the OSC Respondents  
6 (or related parties) from appealing the decision of the Court to permit the Trustee to revoke the  
7 cancellation of GGW Marketing, LLC and file a chapter 11 petition on behalf of GGW Marketing,  
8 LLC, or from moving the Court to dismiss the bankruptcy case of GGW Marketing, LLC.

9           4.     Prevost Bus. The Trustee is currently in possession of a 2002 Prevost Bus, VIN  
10 2PCV3349XY101357 (the "Prevost Bus"), which is registered to Pepe Bus, LLC under a Montana  
11 certificate of title. According to the records of the Montana Secretary of State, Pepe Bus, LLC is a  
12 Montana limited liability company that was voluntarily terminated on March 12, 2012. Pending a  
13 determination by the Court or any agreement by the Parties as to the ownership and right to sale  
14 proceeds from the Prevost Bus, no Party shall attempt to sell, transfer, or otherwise dispose of the  
15 Prevost Bus. Argyle Online, LLC represents and warrants that it represents the successor in  
16 interest of Pepe Bus, LLC. Should the Trustee determine to lease the Prevost Bus during the  
17 License Period, the Trustee shall pay to Argyle Online, LLC a monthly lease fee of \$250 and all  
18 expenses associated with the use of the Prevost Bus.

19           5.     Power and Authority; No Conflicts. The OSC Respondents hereby represent and  
20 warrant to the OSC Movants and the Debtors that (i) they have the right to license the Licensed  
21 Intellectual Property to the Trustee pursuant to this Stipulation, and that the license does not and  
22 will not interfere with the rights of any third party, (ii) they have legal power and authority to enter  
23 into this Stipulation and effectuate the transactions contemplated hereby, (iii) neither they nor any  
24 other person or entity has granted rights to the Licensed Intellectual Property to any person or  
25 entity other than the Debtors and the persons and entities listed on Exhibit B,<sup>4</sup> and (iv) none of the

26 \_\_\_\_\_  
27 <sup>4</sup> Because Exhibit B constitutes a customer list and contains confidential commercial  
28 information, Exhibit B is filed under seal.

1 OSC Respondents is or will be subject to a conflicting obligation (whether by law, contract or  
2 otherwise) with respect to the matters set forth in this Stipulation. Each individual executing this  
3 Stipulation on behalf of the OSC Respondents represents that he is a duly authorized  
4 representative of such entity. The OSC Movants represent that, subject to approval of this  
5 Stipulation by the Bankruptcy Court, they are authorized to enter into this Stipulation and that,  
6 following execution, they will seek approval of this Stipulation from the Bankruptcy Court. By  
7 executing this Stipulation, the OSC Respondents shall not be deemed to be agreeing that the  
8 person executing this Stipulation on behalf of GGW Marketing, LLC has the power or authority to  
9 do so.

10 6. Indemnification. The OSC Respondents hereby agree to jointly and severally pay,  
11 indemnify, defend and hold the OSC Movants and the Debtors harmless from and against any and  
12 all claims, demands, liabilities, obligations, damages, costs, losses and expenses (including  
13 reasonable attorneys' fees) arising out of or related to any breach or alleged breach of the  
14 representations, warranties and covenants of the OSC Respondents herein, including without  
15 limitation those set forth in paragraph 5, above. Upon a finding by the Court of a breach of such  
16 representations, warranties, and covenants, the OSC Movants and the Debtors may offset any  
17 liability owed by any of the OSC Respondents to them against any payments due the OSC  
18 Respondents, or any of them, hereunder to satisfy the OSC Respondents' obligations under this  
19 Stipulation.

20 7. Administrative Claim. The OSC Respondents shall be entitled to file an  
21 administrative claim for any and all claims, demands, liabilities, obligations, damages, costs,  
22 losses and expenses (including reasonable attorney's fees) arising out of or relating to any breach  
23 or alleged breach of the representations, warranties and covenants of the Trustee herein, including  
24 without limitation those set forth in paragraphs 1 and 2, above.

25 8. Further Assurances. The Parties shall, and shall cause their respective affiliates and  
26 representatives to, execute, acknowledge and deliver all such further documents, and shall take  
27 such further actions, as may be reasonably necessary or appropriate to effectuate the transactions  
28 contemplated by this Stipulation.

1           9.     No Waiver; Limited Exception. The Parties hereby agree that no rights or causes  
2 of action are waived or impaired, except as expressly set forth herein. No failure on the part of  
3 any Party to exercise, and no delay in exercising, any right, power or remedy hereunder shall  
4 operate as a waiver thereof, nor shall any single or partial exercise of such right, power or remedy  
5 by such Party preclude any other or further exercise thereof or the exercise of any other right,  
6 power or remedy. All remedies hereunder are cumulative and are not exclusive of any other  
7 remedies provided by law. Notwithstanding the provisions of this paragraph 9, the payments  
8 made to the Parties in respect of Disputed Royalties (per paragraph 1) are indefeasible and shall  
9 not be returned, recouped or otherwise recaptured by any Party notwithstanding the outcome of  
10 this adversary proceeding, including the outcome of the hearings provided for below in paragraph  
11 10; provided, however, that, in light of the amounts paid pursuant to paragraph 1(c) of this  
12 Stipulation, the OSC Respondents will not be entitled to any additional payment or fee of any kind  
13 from the Debtors (including any administrative claim) with respect to the use of the Licensed  
14 Intellectual Property during the License Period.

15           10.    Hearing on Preliminary Injunction. The hearings on whether a preliminary  
16 injunction should issue against Joseph R. Francis as set forth in the First OSC and the OSC  
17 Respondents as set forth in the Second OSC shall commence on **October 22, 2013 at 10:00 a.m.**,  
18 in Courtroom 1575 of the United States Bankruptcy Court for the Central District of California,  
19 255 East Temple Street, Los Angeles, California 90012. If not completed on said date, the  
20 hearings shall continue at such time as the Court may direct.

21           11.    Attendance of Declarants. Francis and any witnesses that are providing affirmative  
22 testimony in support of or in opposition to the preliminary injunction shall be present at the  
23 hearings, including on any continued dates, unless excused by the Court.

24           12.    Briefing Deadlines. The deadline for the OSC Respondents to file and serve any  
25 opposition to the First OSC or the Second OSC shall be **October 1, 2013**. The deadline for the  
26 OSC Movants to file and serve any reply in support of the First OSC or the Second OSC shall be  
27 **October 11, 2013**. At the same time as the opposition papers and reply papers are filed and  
28 served, a courtesy copy shall be delivered to chambers.

1           13.     Joint Witness and Exhibit Lists. On or before **October 15, 2013**, the Parties will  
2 file a joint witness list and a joint exhibit list. At the same time as the witness list and exhibit list  
3 are filed, the Parties will deliver to chambers, (i) a courtesy copy of the exhibit list and witness  
4 list, (ii) a binder containing all exhibits (except exhibits used solely for impeachment), and (iii) a  
5 copy of all transcripts to be used (marked in accordance with L.R. 7030-1(b)(2) & (3) ).

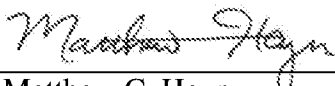
6           14.     Maintenance of TRO's. Based on the consent of Francis and Path Media Holdings,  
7 the temporary restraining orders contained in the First OSC and the Second OSC that are currently  
8 applicable shall remain in effect through the date of the Court's order following the continued  
9 hearings on whether the preliminary injunctions should issue.

10          15.     No Effect on Order to Enforce. This Stipulation and the order approving it shall  
11 have no impact on the restrictions in the *Order Approving Stipulation Resolving Emergency Ex*  
12 *Parte Application To Enforce And, To The Extent Necessary, Clarify And Expand Temporary*  
13 *Restraining Order By Specifically Naming Additional Parties* [Adv. No. 2:13-ap-01468-SK, Dkt  
14 No. 32] (the "Order to Enforce"), which shall remain in full force and effect until dissolved by  
15 further order of the Court or lapse of the Order to Enforce by its own terms.

16          16.     Form of Order Approving Stipulation. Counsel for the Trustee shall upload the  
17 "Order Approving Stipulation to Continue Hearings on Preliminary Injunctions and Related  
18 Matters," which is attached hereto as Exhibit E, and, conditioned upon such approval and entry of  
19 such Order, agree to be bound by the terms and conditions of both this Stipulation and Exhibit E.

20                    AGREED TO AND ACCEPTED this 6th day of June, 2013.

21                                   KLEE, TUCHIN, BOGDANOFF & STERN LLP

22                                   By:   
23                                   Matthew C. Heyn  
24                                   Attorneys for R. Todd Neilson, Chapter 11 Trustee,  
25                                   and proposed attorneys for GGW Marketing, LLC  
26  
27  
28

BRENDT C. BUTLER

By: 

Brendt C. Butler

*Attorney for Joseph R. Francis, Argyle Online, LLC,  
Argyle Media Sales, LLC, Path Media Holdings, LLC  
(represented by and through its U.S. representative,  
Argyle Online, LLC), and Fab Films, LLC*

# EXHIBIT A

<u>Name of Trademark</u>	<u>Serial/Application Number</u>
Gone Wild	77208674
Banned from Television	75939899
Banned from Television	77217774
Girls Gone Wild	77382679
Girls Gone Mobile	77166100
Girls Gone Wild	76517377
Girls Gone Wild	75640463
Girls Gone Wild	77382449
Gone Wild	77208666
Gone Wild	77384465
Guys Gone Wild	76427548
Mantra	76306922
Girls Gone Wild	77208650

# EXHIBIT B



DOCUMENT FILED UNDER SEAL

# EXHIBIT C

**Joe Francis - Website or Page URL**

<https://twitter.com/RealJoeFrancis>  
<https://plus.google.com/103290419893246333532/posts>  
<http://www.whosay.com/JoeFrancis>  
<http://realjoe francis.tumblr.com/>  
<http://www.youtube.com/user/RealJoeFrancis>  
<https://www.facebook.com/RealJoeFrancis>  
<http://www.imdb.com/name/nm1256270/>  
<http://www.fanpop.com/clubs/joe-francis>  
<http://joe francisblog.tumblr.com/>  
joe francis.biz  
joe francis.co  
joe francisfan.com  
joe-francis.com  
joe francis.me  
joe francisnews.com  
joe francispics.com  
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**Abbey Wilson - Website or Page URL**

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<http://instagram.com/abbeylwilson>  
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perfectskinnow.com  
BUYPERFECTSKIN.COM  
INSTITUTEOFADVANCEDMEDICALRESEARCH.COM  
PERFECTHAIRLAB.COM  
PERFECTHAIRLABS.COM  
PERFECTNAILSLAB.COM  
PERFECTNAILSLABS.COM  
PERFECTSCIENCELAB.COM  
PERFECTSCIENCELABS.COM  
PERFECTSCIENCELABS.NET  
PERFECTSKINLAB.COM  
PERFECTSKINLABS.COM  
PERFECTSKINNOW.COM  
PERFECTSKINOW.COM  
SKINSCIENCELABORATORIES.COM

**Casa Aramara Related**

casaaramara.com  
casaaramara1.com  
casaaramara2.com  
casaaramara3.com  
casaaramara4.com  
casaaramara5.com  
casaaramara6.com  
ARAMARA.COM  
ARAMARA.MX  
CASAARAMARA.MX  
CASARAMARA.COM  
VILLAARAMARA.COM  
VILLAARAMARA.MX

**Armada Related**

armadawatersports.com  
armadacharters.com  
ARAMADACHARTER.COM  
ARAMADAWATERSPORTS.COM  
ARMADACHARTER.COM

# EXHIBIT D

Domain Name	Registrar
bannedfromtv.com	Network Solutions
freeggw.com	Network Solutions
freegirlsgonewildvideos.com	Network Solutions
ggwcustomerservice.com	Network Solutions
ggwmag.com	Network Solutions
ggwmagazine.com	Network Solutions
girlsgonewild.com	Network Solutions
girlsgonewild.net	Network Solutions
girlsgonewild.tv	Network Solutions
girlsgonewildbars.com	Network Solutions
girlsgonewildmag.com	Network Solutions
girlsgonewildmagazine.com	Network Solutions
getgirlsgonewild.com	Dotster
ggw-online.com	Dotster
ggw-video.com	Dotster
ggwapparel.com	Dotster
ggwbrands.com	Dotster
ggwcash.com	Dotster
girlsgonewildcash.com	Dotster
guysgonewildcash.com	Dotster
guysgw-online.com	Dotster
blackgirlsgonewild.com	DirectNic
BESTBREASTSEVER.COM	GoDaddy
BRANDI-LYNN.COM	GoDaddy
BRANDIHOWE.COM	GoDaddy
BRANDILYNNHOWE.COM	GoDaddy
EXGFCLUB.COM	GoDaddy
EXXXGF.COM	GoDaddy
GGWBLOGS.COM	GoDaddy
GGWBRANDS.NET	GoDaddy
GGWDATING.COM	GoDaddy
GGWENT.COM	GoDaddy
GGWEVENTS.COM	GoDaddy
GGWISLAND.COM	GoDaddy
GGWLIVE.COM	GoDaddy
GGWTUBE.COM	GoDaddy
GIRLS-GONE-MOBILE.COM	GoDaddy
GIRLSGONEMOBILE.ORG	GoDaddy
GIRLSGONEMOBILEWEB.COM	GoDaddy
GIRLSGONEMOBILEWEB.NET	GoDaddy
GIRLSGONEWILD.US	GoDaddy
GIRLSGONEWILDCAMS.COM	GoDaddy
GIRLSGONEWILDDATING.COM	GoDaddy
GIRLSGONEWILDDVDS.COM	GoDaddy

GIRLSGONEWILDGOSSIP.COM	GoDaddy
GIRLSGONEWILDIMAGES.COM	GoDaddy
GIRLSGONEWILDISLAND.COM	GoDaddy
GIRLSGONEWILDLIVE.COM	GoDaddy
GIRLSGONEWILDNEWS.COM	GoDaddy
GIRLSGONEWILDROCKS.COM	GoDaddy
GIRLSGONEWILDSHOOTS.COM	GoDaddy
GIRLSGONEWILDSTREAM.COM	GoDaddy
GIRLSGONEWILDWEB.COM	GoDaddy
GUYSGONEWILD.CA	GoDaddy
GUYSGONEWILDCAMS.COM	GoDaddy
GUYSGONEWILDDATING.COM	GoDaddy
HELPER8.INFO	GoDaddy
HGIA.TV	GoDaddy
HGIA.US	GoDaddy
HOTTEST-GIRL-IN-AMERICA.COM	GoDaddy
HOTTESTMOMENTSEVER.COM	GoDaddy
MYEXGFCLUB.COM	GoDaddy
ONLINESUPPORT1.INFO	GoDaddy
SEXIESTMOMENTSEVER.COM	GoDaddy
SEXSTARVEDCOLLEGEGIRLS.NET	GoDaddy
SITESERVICE1.COM	GoDaddy
SPRINGBREAKEXPLOSION.COM	GoDaddy
THEGGWBUS.COM	GoDaddy
THEGIRLSGONEWILDBLOG.COM	GoDaddy
WILDESTSEXEVER.COM	GoDaddy
WILDHD.COM	GoDaddy
WILSHIREHR.COM	GoDaddy
guysgonewild.com	NameSecure
girlsgonewilduncercd.com	DynaDot
girlsghonewild.com	DynaDot
girlsogonewild.com	DynaDot
girlsgonewildi.com	DynaDot

# EXHIBIT E



1 David M. Stern (Cal. Bar No. 67697)  
Robert J. Pfister (Cal. Bar No. 241370)  
2 Matthew C. Heyn (Cal. Bar No. 227474)  
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3 1999 Avenue of the Stars, Thirty-Ninth Floor  
Los Angeles, California 90067  
4 Telephone: 310-407-4000  
Facsimile: 310-407-9090  
5 Email: dstern@ktbslaw.com  
rpfister@ktbslaw.com  
6 mheyne@ktbslaw.com

7 *Counsel for R. Todd Neilson, Chapter 11 Trustee*  
8 *and proposed counsel for GGW Marketing, LLC*

9 **UNITED STATES BANKRUPTCY COURT**  
10 **CENTRAL DISTRICT OF CALIFORNIA**  
11 **LOS ANGELES DIVISION**

12 In re  
13 GGW BRANDS, LLC, *et al.*  
14 Debtors.

Jointly Administered  
Case No. 2:13-bk-15130-SK  
Chapter 11

15 ARGYLE ONLINE, LLC,  
16 Plaintiff

17 v.

18 R TODD NEILSON, solely in his capacity as  
chapter 11 trustee,  
19 Defendant.

20 INCLUDING RELATED COUNTERCLAIMS  
21 AND THIRD-PARTY CLAIMS

**Adv. No. 2:13-ap-01552-SK**

**ORDER APPROVING STIPULATION  
FOR FURTHER CONTINUANCE OF  
HEARINGS ON PRELIMINARY  
INJUNCTIONS, TRANSFER OF DOMAIN  
NAMES, AND ALLOCATION OF  
REVENUES**

Continued Hearings  
Date: October 22, 2013  
Time: 10:00 a.m.  
Place: Courtroom 1575  
255 E. Temple St.  
Los Angeles, CA 90012

1 Having considered the *Stipulation for Further Continuance of Hearings On Preliminary*  
2 *Injunctions, Transfer of Domain Names, and Allocation of Revenues* [Docket No. \_\_\_\_] (the  
3 “Stipulation”) and found that adequate notice of the Stipulation was given and good cause  
4 therefore, IT IS HEREBY ORDERED:

5 1. The Stipulation is APPROVED in its entirety. The failure to state any term of the  
6 Stipulation below shall not constitute non-approval of such term. Capitalized terms not defined  
7 herein shall have the meanings ascribed to them in the Stipulation.

8 2. The *Temporary Restraining Order Against Joseph R. Francis and Path Media*  
9 *Holdings, LLC and Order to Show Cause Why a Preliminary Injunction Should Not Issue Against*  
10 *Francis, Path Media, Argyle Online, LLC, Argyle Media Sales, LLC, and Fab Films, LLC* [Adv.  
11 No. 2:13-ap-01552-SK; Docket No. 21] (the “Second OSC”) is hereby modified to allow Argyle  
12 Online, LLC, Argyle Media, Sales, LLC, Fab Films, LLC, and Path Media Holdings, LLC to grant  
13 the license contained in the Stipulation and as set forth below.

14 (a) For the period commencing June 1, 2013 through and ending October 31,  
15 2013 (the “License Period”), the Debtors shall have the exclusive right to use the  
16 trademarks, copyrights, URLs and other intellectual property arising out of, related to, or  
17 associated with Girls Gone Wild, Guys Gone Wild, or GGW Magazine, including but not  
18 limited to the intellectual property arising out of, related to, or associated with the  
19 trademarks set forth on Exhibit A to the Stipulation (the “Licensed Intellectual Property”),  
20 worldwide in any manner and for any purpose (including the right to advertise, market,  
21 distribute, copy, reproduce, modify and/or sublicense the same).

22 (b) Any and all payments from third parties, whenever received, in respect of  
23 use or other exploitation of the Licensed Intellectual Property and any and all rights thereto  
24 (including but not limited to rights to receive payments in respect of production, display,  
25 performance or distribution of Girls Gone Wild content from the parties set forth on  
26 Exhibit B to the Stipulation) which have accrued and will accrue from the Petition Date to  
27 the end of the License Period shall be paid to the Trustee.

1 (c) In exchange for the Licensed Intellectual Property, the Debtors shall pay  
2 50% of all Disputed Royalty payments that it is holding or shall receive during the License  
3 Period. Payments shall be made from all available and cleared funds in the joint bank  
4 account to each Party after 4:00 p.m. on the Friday of each week. If customers listed on  
5 Exhibit B to the Stipulation pay any amounts relating to the Licensed Intellectual Property  
6 to the OSC Respondents or any of them, and those funds are not immediately turned over  
7 to the Debtors, the Debtors shall have the right, without order of this Court, to reduce  
8 amounts payable under this paragraph 2(c) by the amounts paid to any of the OSC  
9 Respondents. Within three business days after the Debtors pay the Disputed Royalties to  
10 Argyle Online, LLC, the Trustee shall provide an accounting (on a cash basis) of all  
11 Disputed Royalties received.

12 (d) The Trustee and the Debtors will not alter any of the agreements between  
13 Argyle Online, LLC and any customers set forth on Exhibit B to the Stipulation without  
14 the prior written consent of Argyle Online, LLC, which shall be reasonably given.

15 3. Personal Websites. As promptly as possible following entry of this Order (and in  
16 no event more than three business days thereafter), the Trustee will take all appropriate steps to  
17 transfer and migrate the websites listed on Exhibit C to the Stipulation the control of Path Media  
18 Holdings, LLC (collectively, the "Transferred Websites"). The Trustee will transfer all data for  
19 posting the Transferred Websites as well as control over the domain names. The Trustee will also  
20 provide all passwords for the Transferred Websites and wordpress blogs that the Debtors have in  
21 their possession and knowledge. Following transfer of control of the Transferred Websites, the  
22 Debtors and the Trustee shall have no responsibility for maintaining those websites (including, but  
23 not limited to paying domain name registration fees and updating the content of the Transferred  
24 Websites). The Trustee will forward to counsel to Path Media Holdings, LLC any invoices for the  
25 Transferred Websites that he or the Debtors receive. The OSC Respondents shall not attempt and  
26 have no right to exercise control over the other websites and domain names currently controlled by  
27 the Debtors, including but not limited to the websites and domain names listed on Exhibit D to the  
28 Stipulation (the "GGW Websites"), until further order of the Court. This paragraph shall be

1 without prejudice to (i) the OSC Respondents' rights to assert an ownership interest in the  
2 Transferred Websites after the License Term and (ii) the Trustee's and the Debtors' rights to assert  
3 an ownership interest in the GGW Websites after the License Term.

4 4. Standstill. From the date hereof through the end of the License Period, the OSC  
5 Respondents shall not (i) use the Licensed Intellectual Property in any manner or for any purpose,  
6 (ii) license to any third party any right to use the Licensed Intellectual Property, or (iii) challenge,  
7 interfere or otherwise seek to impair the rights of the Trustee in the Licensed Intellectual Property;  
8 provided, however, that nothing herein shall prevent the OSC Respondents (or related parties)  
9 from appealing the decision of the Court to permit the Trustee to revoke the cancellation of GGW  
10 Marketing, LLC and file a chapter 11 petition on behalf of GGW Marketing, LLC, or from  
11 moving the Court to dismiss the bankruptcy case of GGW Marketing, LLC.

12 5. Prevost Bus. Pending a determination by the Court or an agreement by the Parties  
13 as to the ownership and right to sale proceeds from the Prevost Bus (VIN 2PCV3349XY101357),  
14 no Party shall attempt to sell, transfer, or otherwise dispose of the Prevost Bus. Should the  
15 Trustee determine to lease the Prevost Bus during the License Period, the Trustee shall pay to  
16 Argyle Online, LLC a monthly lease fee of \$250 and all expenses associated with the use of the  
17 Prevost Bus.

18 6. Indemnification. The OSC Respondents shall jointly and severally pay, indemnify,  
19 defend and hold the OSC Movants and the Debtors harmless from and against any and all claims,  
20 demands, liabilities, obligations, damages, costs, losses and expenses (including reasonable  
21 attorneys' fees) arising out of or related to any breach or alleged breach of the representations,  
22 warranties and covenants of the OSC Respondents in the Stipulation. Upon a finding by the Court  
23 of a breach of such representations, warranties, and covenants, the OSC Movants and the Debtors  
24 may offset any liability owed by any of the OSC Respondents to them against any payments due  
25 the OSC Respondents, or any of them, hereunder to satisfy the OSC Respondents' obligations  
26 under the Stipulation.

27 7. Administrative Claim. The OSC Respondents shall be entitled to file an  
28 administrative claim for any and all claims, demands, liabilities, obligations, damages, costs,

1 losses and expenses (including reasonable attorney's fees) arising out of or relating to any breach  
2 or alleged breach of the representations, warranties and covenants of the Trustee in the Stipulation.

3 8. Hearing on Preliminary Injunction. The hearings on whether a preliminary  
4 injunction should issue against Joseph R. Francis as set forth in the First OSC and the OSC  
5 Respondents as set forth in the Second OSC shall commence on **October 22, 2013 at 10:00 a.m.**,  
6 in Courtroom 1575 of the United States Bankruptcy Court for the Central District of California,  
7 255 East Temple Street, Los Angeles, California 90012. If not completed on said date, the  
8 hearings shall continue at such time as the Court may direct.

9 9. Attendance of Declarants. Francis and any witnesses that are providing affirmative  
10 testimony in support of or in opposition to the preliminary injunction shall be present at the  
11 hearings, including on any continued dates, unless excused by the Court.

12 10. Briefing Deadlines. The deadline for the OSC Respondents to file and serve any  
13 opposition to the First OSC or the Second OSC shall be **October 1, 2013**. The deadline for the  
14 OSC Movants to file and serve any reply in support of the First OSC or the Second OSC shall be  
15 **October 11, 2013**. At the same time as the opposition papers and reply papers are filed and  
16 served, a courtesy copy shall be delivered to chambers.

17 11. Joint Witness and Exhibit Lists. On or before **October 15, 2013**, the Parties will  
18 file a joint witness list and a joint exhibit list. At the same time as the witness list and exhibit list  
19 are filed, the Parties will deliver to chambers (i) a courtesy copy of the exhibit list and witness list,  
20 (ii) a binder containing all exhibits (except exhibits used solely for impeachment), and (iii) a copy  
21 of all transcripts to be used (marked in accordance with L.R. 7030-1(b)(2) & (3)).

22 12. Maintenance of TRO's. Based on the consent of Francis and Path Media Holdings,  
23 the temporary restraining orders contained in the First OSC and the Second OSC that are currently  
24 applicable shall remain in effect through the date of the Court's decisions following the continued  
25 hearings on whether the preliminary injunctions should issue.

26 13. No Effect on Order to Enforce. The Stipulation and this Order shall have no  
27 impact on the restrictions in the *Order Approving Stipulation Resolving Emergency Ex Parte*  
28 *Application To Enforce And, To The Extent Necessary, Clarify And Expand Temporary*

1 *Restraining Order By Specifically Naming Additional Parties* [Adv. No. 2:13-ap-01468-SK, Dkt  
2 No. 32] (the “Order to Enforce”), which shall remain in full force and effect until dissolved by  
3 further order of the Court or lapse of the Order to Enforce by its own terms.

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28

## PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is 1999 Avenue of the Stars, Thirty-Ninth Floor Los Angeles, CA 90067.

A true and correct copy of the foregoing document entitled (*specify*): STIPULATION FOR FURTHER CONTINUANCE OF HEARINGS ON PRELIMINARY INJUNCTIONS, TRANSFER OF DOMAIN NAMES, AND ALLOCATION OF REVENUES will be served or was served **(a)** on the judge in chambers in the form and manner required by LBR 5005-2(d); and **(b)** in the manner stated below:

**1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):** Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On (*date*) June 6, 2013 I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

SEE ATTACHED SERVICE LIST

☒ Service information continued on attached page.

**2. SERVED BY UNITED STATES MAIL:**

On (*date*) \_\_\_\_\_, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

☐ Service information continued on attached page.

**3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL** (*state method for each person or entity served*): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (*date*) June 6, 2013, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

The Honorable Sandra R. Klein  
U.S. Bankruptcy Court  
Roybal Federal Building  
Bin outside of Suite 1582  
255 E. Temple Street  
Los Angeles, CA 90012-3332

☒ Service information continued on attached page.

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

June 6, 2013

*Date*

Matthew C. Heyn

*Printed Name*

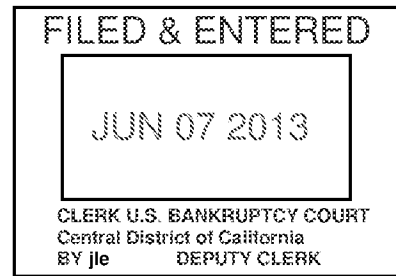
/s/ Matthew C. Heyn

*Signature*

**TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):**

- Brendt C Butler brendt.butler@gmail.com
- Richard K Diamond rdiamond@dgdk.com, DanningGill@gmail.com
- Matthew Heyn mheyn@ktbslaw.com
- John F Medler JOHN@MEDLERLAWFIRM.COM, JMEDLER@MEDLERROITHER.COM
- R. Todd Neilson (TR) tneilson@brg-expert.com, sgreenan@brg-expert.com; tneilson@ecf.epiqsystems.com; ntroszak@brg-expert.com
- Robert J Pfister rpfister@ktbslaw.com
- Ronald N Richards ron@ronaldrichards.com, nick@ronaldrichards.com
- Steven J Schwartz sschwartz@dgdk.com, DanningGill@gmail.com
- United States Trustee (LA) ustpreion16.la.ecf@usdoj.gov
- Jonathan M Weiss jweiss@ktbslaw.com





David M. Stern (Cal. Bar No. 67697)  
Robert J. Pfister (Cal. Bar No. 241370)  
Matthew C. Heyn (Cal. Bar No. 227474)  
KLEE, TUCHIN, BOGDANOFF & STERN LLP  
1999 Avenue of the Stars, Thirty-Ninth Floor  
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Facsimile: 310-407-9090  
Email: dstern@ktbslaw.com  
rpfister@ktbslaw.com  
mheyn@ktbslaw.com

*Counsel for R. Todd Neilson, Chapter 11 Trustee  
and proposed counsel for GGW Marketing, LLC*

**UNITED STATES BANKRUPTCY COURT  
CENTRAL DISTRICT OF CALIFORNIA  
LOS ANGELES DIVISION**

In re  
GGW BRANDS, LLC, *et al.*,  
Debtors.

Jointly Administered  
Case No. 2:13-bk-15130-SK  
Chapter 11

ARGYLE ONLINE, LLC,  
Plaintiff,  
v.

**Adv. No. 2:13-ap-01552-SK**

**ORDER APPROVING STIPULATION  
FOR FURTHER CONTINUANCE OF  
HEARINGS ON PRELIMINARY  
INJUNCTIONS, TRANSFER OF DOMAIN  
NAMES, AND ALLOCATION OF  
REVENUES**

R TODD NEILSON, solely in his capacity as  
chapter 11 trustee,  
Defendant.

INCLUDING RELATED COUNTERCLAIMS  
AND THIRD-PARTY CLAIMS

Continued Hearings  
Date: October 22, 2013  
Time: 9:00 a.m.  
Place: Courtroom 1575  
255 E. Temple St.  
Los Angeles, CA 90012

1 Having considered the *Stipulation for Further Continuance of Hearings On Preliminary*  
2 *Injunctions, Transfer of Domain Names, and Allocation of Revenues* [Docket No. 38] (the  
3 “Stipulation”) and found that adequate notice of the Stipulation was given and good cause  
4 therefore, IT IS HEREBY ORDERED:

5 1. The Stipulation is APPROVED in its entirety. The failure to state any term of the  
6 Stipulation below shall not constitute non-approval of such term. Capitalized terms not defined  
7 herein shall have the meanings ascribed to them in the Stipulation.

8 2. The *Temporary Restraining Order Against Joseph R. Francis and Path Media*  
9 *Holdings, LLC and Order to Show Cause Why a Preliminary Injunction Should Not Issue Against*  
10 *Francis, Path Media, Argyle Online, LLC, Argyle Media Sales, LLC, and Fab Films, LLC* [Adv.  
11 No. 2:13-ap-01552-SK; Docket No. 21] (the “Second OSC”) is hereby modified to allow Argyle  
12 Online, LLC, Argyle Media, Sales, LLC, Fab Films, LLC, and Path Media Holdings, LLC to grant  
13 the license contained in the Stipulation and as set forth below.

14 (a) For the period commencing June 1, 2013 through and ending October 31,  
15 2013 (the “License Period”), the Debtors shall have the exclusive right to use the  
16 trademarks, copyrights, URLs and other intellectual property arising out of, related to, or  
17 associated with Girls Gone Wild, Guys Gone Wild, or GGW Magazine, including but not  
18 limited to the intellectual property arising out of, related to, or associated with the  
19 trademarks set forth on Exhibit A to the Stipulation (the “Licensed Intellectual Property”),  
20 worldwide in any manner and for any purpose (including the right to advertise, market,  
21 distribute, copy, reproduce, modify and/or sublicense the same).

22 (b) Any and all payments from third parties, whenever received, in respect of  
23 use or other exploitation of the Licensed Intellectual Property and any and all rights thereto  
24 (including but not limited to rights to receive payments in respect of production, display,  
25 performance or distribution of Girls Gone Wild content from the parties set forth on  
26 Exhibit B to the Stipulation) which have accrued and will accrue from the Petition Date to  
27 the end of the License Period shall be paid to the Trustee.

1 (c) In exchange for the Licensed Intellectual Property, the Debtors shall pay  
2 50% of all Disputed Royalty payments that it is holding or shall receive during the License  
3 Period. Payments shall be made from all available and cleared funds in the joint bank  
4 account to each Party after 4:00 p.m. on the Friday of each week. If customers listed on  
5 Exhibit B to the Stipulation pay any amounts relating to the Licensed Intellectual Property  
6 to the OSC Respondents or any of them, and those funds are not immediately turned over  
7 to the Debtors, the Debtors shall have the right, without order of this Court, to reduce  
8 amounts payable under this paragraph 2(c) by the amounts paid to any of the OSC  
9 Respondents. Within three business days after the Debtors pay the Disputed Royalties to  
10 Argyle Online, LLC, the Trustee shall provide an accounting (on a cash basis) of all  
11 Disputed Royalties received.

12 (d) The Trustee and the Debtors will not alter any of the agreements between  
13 Argyle Online, LLC and any customers set forth on Exhibit B to the Stipulation without  
14 the prior written consent of Argyle Online, LLC, which shall be reasonably given.

15 3. Personal Websites. As promptly as possible following entry of this Order (and in  
16 no event more than three business days thereafter), the Trustee will take all appropriate steps to  
17 transfer and migrate the websites listed on Exhibit C to the Stipulation the control of Path Media  
18 Holdings, LLC (collectively, the "Transferred Websites"). The Trustee will transfer all data for  
19 posting the Transferred Websites as well as control over the domain names. The Trustee will also  
20 provide all passwords for the Transferred Websites and wordpress blogs that the Debtors have in  
21 their possession and knowledge. Following transfer of control of the Transferred Websites, the  
22 Debtors and the Trustee shall have no responsibility for maintaining those websites (including, but  
23 not limited to paying domain name registration fees and updating the content of the Transferred  
24 Websites). The Trustee will forward to counsel to Path Media Holdings, LLC any invoices for the  
25 Transferred Websites that he or the Debtors receive. The OSC Respondents shall not attempt and  
26 have no right to exercise control over the other websites and domain names currently controlled by  
27 the Debtors, including but not limited to the websites and domain names listed on Exhibit D to the  
28 Stipulation (the "GGW Websites"), until further order of the Court. This paragraph shall be

1 without prejudice to (i) the OSC Respondents' rights to assert an ownership interest in the  
2 Transferred Websites after the License Term and (ii) the Trustee's and the Debtors' rights to assert  
3 an ownership interest in the GGW Websites after the License Term.

4 4. Standstill. From the date hereof through the end of the License Period, the OSC  
5 Respondents shall not (i) use the Licensed Intellectual Property in any manner or for any purpose,  
6 (ii) license to any third party any right to use the Licensed Intellectual Property, or (iii) challenge,  
7 interfere or otherwise seek to impair the rights of the Trustee in the Licensed Intellectual Property;  
8 provided, however, that nothing herein shall prevent the OSC Respondents (or related parties)  
9 from appealing the decision of the Court to permit the Trustee to revoke the cancellation of GGW  
10 Marketing, LLC and file a chapter 11 petition on behalf of GGW Marketing, LLC, or from  
11 moving the Court to dismiss the bankruptcy case of GGW Marketing, LLC.

12 5. Prevost Bus. Pending a determination by the Court or an agreement by the Parties  
13 as to the ownership and right to sale proceeds from the Prevost Bus (VIN 2PCV3349XY101357),  
14 no Party shall attempt to sell, transfer, or otherwise dispose of the Prevost Bus. Should the  
15 Trustee determine to lease the Prevost Bus during the License Period, the Trustee shall pay to  
16 Argyle Online, LLC a monthly lease fee of \$250 and all expenses associated with the use of the  
17 Prevost Bus.

18 6. Indemnification. The OSC Respondents shall jointly and severally pay, indemnify,  
19 defend and hold the OSC Movants and the Debtors harmless from and against any and all claims,  
20 demands, liabilities, obligations, damages, costs, losses and expenses (including reasonable  
21 attorneys' fees) arising out of or related to any breach or alleged breach of the representations,  
22 warranties and covenants of the OSC Respondents in the Stipulation. Upon a finding by the Court  
23 of a breach of such representations, warranties, and covenants, the OSC Movants and the Debtors  
24 may offset any liability owed by any of the OSC Respondents to them against any payments due  
25 the OSC Respondents, or any of them, hereunder to satisfy the OSC Respondents' obligations  
26 under the Stipulation.

27 7. Administrative Claim. The OSC Respondents shall be entitled to file an  
28 administrative claim for any and all claims, demands, liabilities, obligations, damages, costs,

1 losses and expenses (including reasonable attorney's fees) arising out of or relating to any breach  
2 or alleged breach of the representations, warranties and covenants of the Trustee in the Stipulation.

3 8. Hearing on Preliminary Injunction. The hearings on whether a preliminary  
4 injunction should issue against Joseph R. Francis as set forth in the First OSC and the OSC  
5 Respondents as set forth in the Second OSC shall commence on **October 22, 2013 at 9:00 a.m.**,  
6 in Courtroom 1575 of the United States Bankruptcy Court for the Central District of California,  
7 255 East Temple Street, Los Angeles, California 90012. If not completed on said date, the  
8 hearings shall continue at such time as the Court may direct.

9 9. Attendance of Declarants. Francis and any witnesses that are providing affirmative  
10 testimony in support of or in opposition to the preliminary injunction shall be present at the  
11 hearings, including on any continued dates, unless excused by the Court.


12 10. Briefing Deadlines. The deadline for the OSC Respondents to file and serve any  
13 opposition to the First OSC or the Second OSC shall be **September 24, 2013**. The deadline for  
14 the OSC Movants to file and serve any reply in support of the First OSC or the Second OSC shall  
15 be **October 8, 2013**. At the same time as the opposition papers and reply papers are filed and  
16 served, a courtesy copy shall be delivered to chambers.

17 11. Joint Witness and Exhibit Lists. On or before **October 8, 2013**, the Parties will file  
18 a joint witness list and a joint exhibit list. At the same time as the witness list and exhibit list are  
19 filed, the Parties will deliver to chambers (i) a courtesy copy of the exhibit list and witness list, (ii)  
20 a binder containing all exhibits (except exhibits used solely for impeachment), and (iii) a copy of  
21 all transcripts to be used (marked in accordance with L.R. 7030-1(b)(2) & (3).

22 12. Maintenance of TRO's. Based on the consent of Francis and Path Media Holdings,  
23 the temporary restraining orders contained in the First OSC and the Second OSC that are currently  
24 applicable shall remain in effect through the date of the Court's decisions following the continued  
25 hearings on whether the preliminary injunctions should issue.

26 13. No Effect on Order to Enforce. The Stipulation and this Order shall have no  
27 impact on the restrictions in the *Order Approving Stipulation Resolving Emergency Ex Parte*  
28 *Application To Enforce And, To The Extent Necessary, Clarify And Expand Temporary*

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Sandra R. Klein  
United States Bankruptcy Judge

## NOTICE OF ENTERED ORDER AND SERVICE LIST

Notice is given by the court that a judgment or order entitled (*specify*): ORDER APPROVING STIPULATION FOR FURTHER CONTINUANCE OF HEARINGS ON PRELIMINARY INJUNCTIONS, TRANSFER OF DOMAIN NAMES, AND ALLOCATION OF REVENUES was entered on the date indicated as Entered on the first page of this judgment or order and will be served in the manner stated below:

**1. SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF)** - Pursuant to controlling General Orders and LBRs, the foregoing document was served on the following persons by the court via NEF and hyperlink to the judgment or order. As of (*date*) June 7, 2013, the following persons are currently on the Electronic Mail Notice List for this bankruptcy case or adversary proceeding to receive NEF transmission at the email addresses stated below:

SEE ATTACHED SERVICE LIST

☒ Service information continued on attached page.

**2. SERVED BY THE COURT VIA UNITED STATES MAIL**: A copy of this notice and a true copy of this judgment or order was sent by United States mail, first class, postage prepaid, to the following persons and/or entities at the addresses indicated below:

☐ Service information continued on attached page.

**3. TO BE SERVED BY THE LODGING PARTY**: Within 72 hours after receipt of a copy of this judgment or order which bears an Entered stamp, the party lodging the judgment or order will serve a complete copy bearing an Entered stamp by United States mail, overnight mail, facsimile transmission or email and file a proof of service of the entered order on the following persons and/or entities at the addresses, facsimile transmission numbers, and/or email addresses stated below:

☐ Service information continued on attached page.

**ADDITIONAL SERVICE INFORMATION (if needed):**

Brendt C Butler on behalf of Joseph R. Francis, Argyle Online, LLC, Argyle Media Sales, LLC, Path Media Holdings, LLC  
(represented by and through its U.S. representative, Argyle Online, LLC), and Fab Films, LLC  
brendt.butler@gmail.com

Richard K Diamond on behalf of Interested Party Courtesy NEF  
rdiamond@dgdk.com, DanningGill@gmail.com

Matthew Heyn on behalf of GGW Marketing, LLC and R. Todd Neilson  
mheyne@ktbslaw.com

John F Medler, Jr. on behalf of Interested Party Courtesy NEF  
JOHN@MEDLERLAWFIRM.COM, JMEDLER@MEDLERROITHER.COM

R. Todd Neilson (TR)  
rneilson@brg-expert.com, sgreenan@brg-expert.com;rneilson@ecf.epiqsystems.com;ntroszak@brg-expert.com

Robert J Pfister on behalf of GGW Marketing, LLC and R. Todd Neilson  
rpfister@ktbslaw.com

Ronald N Richards on behalf of Interested Party Courtesy NEF  
ron@ronaldrichards.com, nick@ronaldrichards.com

Steven J Schwartz on behalf of Interested Party Courtesy NEF  
sschwartz@dgdk.com, DanningGill@gmail.com

United States Trustee (LA)  
ustpreion16.la.ecf@usdoj.gov

Jonathan M Weiss on behalf of 3rd Party Plaintiff GGW Marketing, LLC and R. Todd Neilson  
jweiss@ktbslaw.com