

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM494334

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	COURT ORDER		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Leslie T. Gladstone, Chapter 7 Trustee of the Estate of Posiba, Inc.		10/04/2018	Trustee:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Capdevilla Family Trust Dated 6/26/1996		
<b>Street Address:</b>	720 Golden Park Avenue		
<b>City:</b>	San Diego		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92106		
<b>Entity Type:</b>	Trust: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87554939	DATAS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6192350398		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	6195253826		
<b>Email:</b>	pamela.lawson@procopio.com		
<b>Correspondent Name:</b>	Robert T. Ramos - Procopio, et al.		
<b>Address Line 1:</b>	525 B Street, Suite 2200		
<b>Address Line 4:</b>	San Diego, CALIFORNIA 92101		
<b>NAME OF SUBMITTER:</b>	Pamela E. Lawson		
<b>SIGNATURE:</b>	/Pamela E. Lawson/		
<b>DATE SIGNED:</b>	10/17/2018		
<b>Total Attachments: 14</b>			
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Name, Address, Telephone No. & I.D. No.

Leslie T. Gladstone, Esq.,

Christin A. Batt, Esq., (SBN 144615)

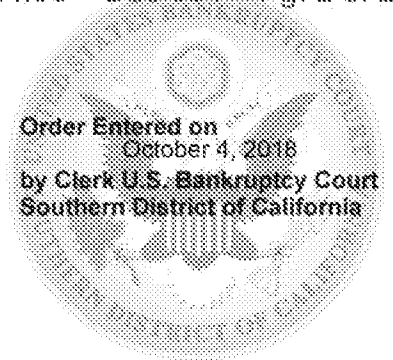
Financial Law Group

401 Via Del Norte, La Jolla, CA 92037

Telephone (858) 454-9887

Facsimile (858) 454-9596

Attorneys for Leslie T. Gladstone, Chapter 7 Trustee



**UNITED STATES BANKRUPTCY COURT**  
SOUTHERN DISTRICT OF CALIFORNIA  
325 West F Street, San Diego, California 92101-6991

In Re  
POSIBA, INC.,

Debtor.

BANKRUPTCY NO. 16-07714-MM7

Date of Hearing: N/A

Time of Hearing: N/A

Name of Judge: Margaret M. Mann

**ORDER ON**

**TRUSTEE'S NOTICE OF INTENDED ACTION RE: APPROVAL OF PURCHASE AND SALE AGREEMENT  
BY AND BETWEEN THE ESTATE AND CAPDEVILLA FAMILY TRUST DATED 6/26/1996**

The court orders as set forth on the continuation pages attached and numbered   2   through  14  with exhibits, if any, for a total of  14  pages. Motion/Application Docket Entry No.  530 .

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DATED: October 4, 2018

Judge, United States Bankruptcy Court

ORDER ON TRUSTEE'S NOTICE OF INTENDED ACTION RE: APPROVAL OF PURCHASE AND SALE  
DEBTOR: POSIBA, INC., CASE NO: 16-07714-MM7

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On or about September 20, 2018, Leslie T. Gladstone (the "Trustee") filed and served her Notice of Intended Action and Opportunity for Hearing seeking approval of a Purchase and Sale Agreement by and between the estate and Capdevilla Family Trust dated 6/26/1996. Pursuant to this Court's September 12, 2018, Minute Order on Trustee's Emergency Motion for Abandonment of Patent and Trademark Applications (Docket No. 527), the notice period has been shortened to 10 days. It appearing that no opposition was filed; and the Court finding that the proposed settlement is fair, reasonable and adequate, that notice was proper and that good cause exists to authorize the Trustee to enter into the settlement described in the Notice of Intended Action.

IT IS HEREBY ORDERED AS FOLLOWS:

1. The Trustee is authorized to enter into the settlement as described in the Notice of Intended Action attached hereto as Exhibit "1."

IT IS SO ORDERED.

**EXHIBIT "1"**

**EXHIBIT "1"**

**TRADEMARK**

**REEL: 006459 FRAME: 0150**

Leslie T. Gladstone, Esq., (SBN 144615)  
Christin A. Batt, Esq., (SBN 222584)  
Financial Law Group  
401 Via Del Norte  
La Jolla, CA 92037  
Telephone (658) 454-9887  
Attorneys for Leslie T. Gladstone, Chapter 7 Trustee

**UNITED STATES BANKRUPTCY COURT**  
SOUTHERN DISTRICT OF CALIFORNIA  
325 West F Street, San Diego, California 92101-6991

In re

POSIBA, INC.,

Debtor(s).

BANKRUPTCY NO. 16-07714-MM7

**TRUSTEE'S NOTICE OF INTENDED ACTION AND OPPORTUNITY FOR HEARING**

**TO THE DEBTOR, ALL CREDITORS AND OTHER PARTIES IN INTEREST:**

You are hereby notified that the undersigned Trustee proposes to:

- Compromise or settle the following controversy [description of controversy to be settled and financial impact on estate as required by Local Bankruptcy Rule 9019]; or
- Allowance of compensation or reimbursement of expenses by trustee in the amounts indicated below [information required by Federal Rule of Bankruptcy Procedure 2002(c)(2)]; or  
Fees:  
Costs:
- Other: The Trustee seeks approval of the Purchase and Sale Agreement (the "**Agreement**") by and between the estate and Capdevilla Family Trust dated 6/26/1996 ("**Capdevilla**").

On or about September 4, 2018, the Trustee filed the Emergency Motion for Abandonment of Patent and Trademark Applications (the "**Motion for Abandonment**"), which sought to abandon the following pending and/or abandoned applications (the "**Patent and Trademark Applications**"):

1. Patent Docket Number: 54755/9001 Application No. 14/338,676, Title: System and method for data management;
2. Patent Docket Number: 54755/9003 Application No. 14/806,535; Title: Integrated Mechanism for sharing individual donations data to a central system and social network;
3. Trademark – Sun Design, Docket Number: 54755/9000 (US Application No. 86/520,382); (Int'l. Regis. No. 1280099);
4. Patent Docket Number: 54755/9002 Application No. 14/806,541; Title: System and method for collecting, curating, aggregating, and displaying metrics data from and to stakeholders in the charitable sector;
5. Trademark - DATAS: Docket Number: 54755-9004 (Application No. 87/554,939);
6. Trademark – Posiba: Docket Number 54755-9007 (Regis. No. 4719123); and
7. Trademark – Illumidata: Docket Number 54755-9006 (Application No. 87/476,490).

On or about September 13, 2018, the Bankruptcy Court entered an order (the "**Sale Order**") transferring certain assets of the estate to Keshif Ventures, LLC ("**Keshif**") and Taner Halicioglu ("**Halicioglu**"). Included in the assets transferred are all intellectual property assets of the estate other than the Patent and Trademark Applications (the "**Transferred IP Assets**").

Prior to the hearing on the Motion for Abandonment, Capdevilla offered to purchase the Patent and Trademark Applications. In addition, the offer to purchase includes any other trademarks, and any copyrights, copyright applications or registrations in the name of Posiba, Inc., or its subsidiaries Givn, Inc., or Data's Inc., to the degree they exist, and are property of the estate (the "**Copyrights**") if and only if the following conditions are satisfied:

- i. To the extent that any Copyrights exist; and
- ii. To the extent that any Copyrights were not already encompassed in the Transferred IP Assets and thereby transferred to Keshif and Halicioglu by virtue of the Sale Order; or
- iii. To the extent that Capdevilla has a lien which is senior in priority to Keshif with respect to the Copyrights.

Based on the offer received from Capdevilla, the Trustee withdrew the Motion for Abandonment. The Trustee desires to sell and Capdevilla desires to purchase the Patent and Trademark Applications and the Copyrights, if any (collectively the "Assets"). Capdevilla has agreed to pay \$12,000.00 to the estate upon entry of an order by the Bankruptcy Court approving the Agreement. Upon Bankruptcy Court approval of the Agreement and receipt in full of the \$12,000.00 purchase price, the Trustee shall execute such documents, prepared by Capdevilla, as are necessary to transfer, convey, and assign the Assets to Capdevilla. Capdevilla shall be solely responsible for the preparation, content, and efficacy of all such documents. The Assets are being sold "as is" without any representations, warranties or guarantees. With respect to the Assets, Capdevilla has agreed that any future expenses that may come due as a result of any assumption of contracts by Capdevilla, will be the sole liability of Capdevilla. The Assets being transferred shall be and are being sold and assigned by the Trustee to Capdevilla free and clear of all liens and interests in accordance with Bankruptcy Code section 363(f). A copy of the Agreement is attached hereto as Exhibit "A" and incorporated herein.

Wherefore, the Trustee requests that this Court approve the Agreement. The Trustee further requests that the 14 day stay be waived pursuant to FRBP 6004(h).

**IF YOU OBJECT TO THE PROPOSED ACTION:**

1. **YOU ARE REQUIRED** to obtain a hearing date and time from the appropriate Courtroom Deputy for the judge assigned to this bankruptcy case. Determine which deputy to call by looking at the Bankruptcy Case No. in the caption on Page 1 of this notice. If the case number is followed by the letter:
  - MM - call (619) 557-7407 - DEPARTMENT ONE (Room 218)
  - LA - call (619) 557-6594 - DEPARTMENT TWO (Room 118)
  - LT - call (619) 557-6018 - DEPARTMENT THREE (Room 129)
  - CL - call (619) 557-6019 - DEPARTMENT FIVE (Room 318)
  
2. **Within ten (10)<sup>1</sup> days from the date of this notice**, you are further required to serve a copy of your **Declaration in Opposition** and separate Request and **Notice of Hearing** [Local Form CSD 1184<sup>2</sup>] upon the undersigned Trustee, together with any opposing papers. A copy of these documents must also be served upon the United States Trustee at 880 Front Street, Ste. 3230, San Diego, CA 92101. The opposing declaration must be signed and verified in the manner prescribed by Federal Rule of Bankruptcy Procedure 9011, and the declaration must:
  - a. identify the interest of the opposing party; and
  - b. state, with particularity, the factual and legal grounds for the opposition.
  
3. **You must** file the original and one copy of the Declaration and Request and Notice of Hearing with proof of service with the Clerk of the U.S. Bankruptcy Court at 325 West "F" Street, San Diego, California 92101-6991, no later than the next business day following the date of service.

**If you fail to serve your "Declaration in Opposition to Intended Action" and "Request and Notice of Hearing" within the 10-day<sup>1</sup> period provided by this notice, no hearing will take place, you shall lose your opportunity for hearing, and the Trustee may proceed to take the intended action.**

Dated: September 20, 2018

/s/ Leslie T. Gladstone  
 Leslie T. Gladstone, Chapter 7 Trustee  
 Address: 401 Via Del Norte  
 La Jolla, CA 92037  
 Phone No. (858) 454-9887

<sup>1</sup>Pursuant to this Court's September 12, 2018, Minute Order on Trustee's Emergency Motion for Abandonment of Patent and Trademark Applications (Docket No. 527), the notice period has been shortened to 10 days.

<sup>2</sup>You may obtain Local Form CSD 1184 from the office of the Clerk of the U.S. Bankruptcy Court.

**EXHIBIT "A"**

**EXHIBIT "A"**

**TRADEMARK**

**REEL: 006459 FRAME: 0153**



## PURCHASE AND SALE AGREEMENT

This Agreement for Settlement of Litigation and Transfer of Assets Free and Clear of Liens (the "Agreement") is by and between Capdevilla Family Trust dated 6/26/1996 ("Capdevilla"), and Leslie Gladstone (the "Trustee"), solely in her role as the chapter 7 trustee of the estate of Posiba, Inc ("Debtor"). Each of Capdevilla and the Trustee is a Party ("Party") and collectively, they are Parties ("Parties") to this Agreement.

- A. On or about December 22, 2016 (the "Petition Date"), Debtor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of California ("the Bankruptcy Court") in current case number 16-07714-MM7 (the "Bankruptcy Case"). On August 25, 2017, this case was converted to a case under chapter 7, and Trustee was appointed as chapter 7 trustee. Pursuant to section 721 of the Bankruptcy Code and the Bankruptcy Court's order entered on September 6, 2017, Trustee is operating Debtor's business.
- B. On or about September 4, 2018, the Trustee filed the Emergency Motion for Abandonment of Patent and Trademark Applications (the "Motion for Abandonment"), which sought to abandon the following pending and/or abandoned applications (the "Patent and Trademark Applications"):
- i. US Patent Application No. 14/388,676, entitled "System and Method for Data Management", Docket No. 54755/9001;
  - ii. US Patent Application No. 14,806,535, entitled "Integrated Mechanism for Sharing Individual Donations Data to a Central System and Social Network", Docket No. 54755/9003;
  - iii. Trademark Design – Sun Design – Docket No. 54755-9000-TM United States Application No. 86/520,382 and International (Intl. Reg. No. 1280099);
  - iv. US Patent Application No. 14/806,541 entitled "System and Method for Collecting, Curating, Aggregating and Displaying Metrics Data from and to Stakeholders in the Charitable Sector"; Docket No. 54755/9002;
  - v. Posiba Trademark Docket No. 54755-9007 TM Status: Registered (Regis. No. 4719123); Illumidata Trademark Docket No. 54755-9006 TM, Status: Pending; Datas Trademark, Status: Unknown;
  - vi. givn Trademark, Status: Unknown

**TRADEMARK**

**REEL: 006459 FRAME: 0154**

- C. On or about September 13, 2018, the Bankruptcy Court entered an order (the "Sale Order") transferring certain assets of the estate to Keshif Ventures, LLC ("Keshif") and Taner Halicioglu ("Halicioglu"). Included in the assets transferred are all intellectual property assets of the estate other than the Patent and Trademark Applications (the "Transferred IP Assets").
- D. Prior to the hearing on the Motion for Abandonment, Capdevilla offered to purchase the Patent and Trademark Applications. In addition, the offer to purchase includes any copyrights, copyright applications or registrations in the name of Posiba, Inc., and, to the degree they exist and to the degree they are property of the Estate or of the Debtor, its subsidiaries, Givn, Inc. or Datas, Inc, (the "Copyrights") if and only if the following conditions are satisfied:
- i. To the extent that any Copyrights exist; and
  - ii. To the extent that any Copyrights were not already encompassed in the Transferred IP Assets and thereby transferred to Keshif and Halicioglu by virtue of the Sale Order; or
  - iii. To the extent that Capdevilla has a lien which is senior in priority to Keshif with respect to the Copyrights.
- E. Based on the offer received from Capdevilla, the Trustee withdrew the Motion for Abandonment.
- F. The Trustee desires to sell and Capdevilla desires to purchase the Patent and Trademark Applications and the Copyrights, if any (collectively the "Assets").

WHEREFORE, the Trustee and Capdevilla agree as follows:

1. Recitals. The Recitals contained in Paragraphs A through F above are true and correct and incorporated by reference as though set forth in full.
2. Purchase Price. Capdevilla shall pay \$12,000.00 to the estate upon entry of an order by the Bankruptcy Court approving this Agreement for purchase of the Assets.
3. Documents. Upon Bankruptcy Court approval of this Agreement and receipt in full of the \$12,000.00 purchase price, the Trustee shall execute such documents, prepared by Capdevilla, as are necessary to transfer, convey, and assign the Assets to Capdevilla. Capdevilla shall be solely responsible for the preparation, content, and efficacy of all such documents.

**TRADEMARK**

**REEL: 006459 FRAME: 0155**

4. As Is, Where Is/Disclaimers/Partial Release.

IT IS UNDERSTOOD AND AGREED THAT THE TRUSTEE IS NOT MAKING AND HAS NOT AT ANY TIME MADE ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE ASSETS, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OR REPRESENTATIONS AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN FACT, THE TRUSTEE HAS REPRESENTED TO CAPDEVILLA THAT CERTAIN OF THE APPLICATIONS HAVE HAD RESPONSE DATES WHICH HAVE PASSED OR WHICH MAY PASS IN THE IMMEDIATE FUTURE. CAPDEVILLA HAS EQUAL OR SUPERIOR KNOWLEDGE WITH RESPECT TO THE ASSETS AND HAS HAD FULL OPPORTUNITY TO CONDUCT SUCH INSPECTIONS AND INVESTIGATIONS AS CAPDEVILLA DEEMS NECESSARY OR DESIRABLE TO SATISFY ITSELF AS TO THE ASSETS AND ITS ACQUISITION OF THE ASSETS. CAPDEVILLA HEREBY ASSUMES THE RISK THAT ADVERSE MATTERS INCLUDING, BUT NOT LIMITED TO, LATENT OR PATENT DEFECTS, ADVERSE PHYSICAL OR OTHER ADVERSE MATTERS, MAY NOT HAVE BEEN REVEALED BY CAPDEVILLA'S REVIEW AND INSPECTIONS AND INVESTIGATIONS.

CAPDEVILLA ACKNOWLEDGES AND AGREES THAT UPON CLOSING, THE TRUSTEE SHALL SELL AND CONVEY TO CAPDEVILLA AND CAPDEVILLA SHALL ACCEPT THE ASSETS "AS IS, WHERE IS, WITH ALL FAULTS." CAPDEVILLA HAS NOT RELIED AND WILL NOT RELY ON, AND THE TRUSTEE IS NOT LIABLE FOR OR BOUND BY, ANY EXPRESS OR IMPLIED WARRANTIES, GUARANTEES, STATEMENTS, REPRESENTATION OR INFORMATION PERTAINING TO THE ASSETS OR RELATING THERETO MADE OR FURNISHED BY THE TRUSTEE OR HER REPRESENTATIVES, TO WHOMEVER MADE OR GIVEN, DIRECTLY OR INDIRECTLY, ORALLY OR IN WRITING. CAPDEVILLA ALSO ACKNOWLEDGES THAT THE PURCHASE PRICE REFLECTS AND TAKES INTO ACCOUNT THAT THE ASSETS ARE BEING SOLD "AS IS, WHERE IS, WITH ALL FAULTS."

THE TRUSTEE SPECIFICALLY DISCLAIMS, AND NEITHER THE TRUSTEE NOR ANY OF THE TRUSTEE'S REPRESENTATIVES, AGENTS NOR ANY OTHER PERSON IS MAKING ANY REPRESENTATION, WARRANTY OR ASSURANCE WHATSOEVER TO CAPDEVILLA, AND NO WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EITHER EXPRESS OR IMPLIED, ARE MADE BY THE TRUSTEE OR RELIED UPON BY CAPDEVILLA WITH RESPECT TO THE STATUS OF TITLE TO OR THE VALUE OR MARKETABILITY OF THE ASSETS, OR ANY PORTION THEREOF, IT BEING THE EXPRESS INTENTION OF THE TRUSTEE AND CAPDEVILLA THAT THE ASSETS WILL BE CONVEYED AND TRANSFERRED TO CAPDEVILLA IN THEIR PRESENT CONDITION, AS IS, WHERE IS, WITH ALL FAULTS. CAPDEVILLA REPRESENTS

TRADEMARK

REEL: 006459 FRAME: 0156

THAT IT IS A KNOWLEDGEABLE, EXPERIENCED AND SOPHISTICATED INVESTOR OF TECHNOLOGY ASSETS AND THAT IT IS RELYING SOLELY ON ITS OWN EXPERTISE IN CHOOSING TO ENTER INTO THIS AGREEMENT AND CONSUMMATE THE TRANSACTIONS SET FORTH HEREIN. CAPDEVILLA HAS BEEN GIVEN A SUFFICIENT OPPORTUNITY TO CONDUCT AND HAS CONDUCTED SUCH INSPECTIONS, INVESTIGATIONS AND OTHER INDEPENDENT EXAMINATIONS OF THE ASSETS AND RELATED MATTERS AS CAPDEVILLA DEEMS NECESSARY, AND WILL RELY UPON SAME AND NOT UPON ANY STATEMENTS OF, OR DOCUMENTS PROVIDED BY THE TRUSTEE OR OF ANY REPRESENTATIVE, EMPLOYEE, AGENT OR ATTORNEY OF THE TRUSTEE. CAPDEVILLA ACKNOWLEDGES THAT ALL INFORMATION OBTAINED BY CAPDEVILLA WAS OBTAINED FROM A VARIETY OF SOURCES, AND THE TRUSTEE WILL NOT BE DEEMED TO HAVE REPRESENTED OR WARRANTED THE COMPLETENESS, TRUTH OR ACCURACY OF ANY OF THE DOCUMENTS OR OTHER SUCH INFORMATION HERETOFORE OR HEREAFTER FURNISHED TO CAPDEVILLA. UPON THE CLOSING, CAPDEVILLA WILL ASSUME THE RISK THAT ADVERSE MATTERS, INCLUDING, BUT NOT LIMITED TO, ADVERSE FINANCIAL CONDITIONS OF POSIBA MAY NOT HAVE BEEN REVEALED BY CAPDEVILLA'S INVESTIGATIONS. CAPDEVILLA FURTHER ACKNOWLEDGES AND AGREES THAT THERE ARE NO ORAL AGREEMENTS, WARRANTIES OR REPRESENTATIONS COLLATERAL TO OR AFFECTING THE ASSETS BY THE TRUSTEE, ANY AGENT OF THE TRUSTEE OR ANY THIRD PARTY. THE TRUSTEE IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY ORAL OR WRITTEN STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE ASSETS FURNISHED BY ANY BROKER, AGENT, ATTORNEY, EMPLOYEE OR OTHER PERSON. CAPDEVILLA, WITH CAPDEVILLA'S COUNSEL, IF ANY, HAS FULLY REVIEWED THE DISCLAIMERS AND WAIVERS SET FORTH IN THIS AGREEMENT AND UNDERSTANDS THE SIGNIFICANCE OF EACH AND AGREES THAT THE DISCLAIMERS AND OTHER AGREEMENTS SET FORTH HEREIN ARE AN INTEGRAL PART OF THIS AGREEMENT, AND THAT THE TRUSTEE WOULD NOT HAVE AGREED TO SELL THE ASSETS TO CAPDEVILLA FOR THE PURCHASE PRICE WITHOUT THE DISCLAIMERS AND OTHER AGREEMENTS SET FORTH IN THIS AGREEMENT.

CAPDEVILLA, ON BEHALF OF ITSELF AND ITS SUCCESSORS AND ASSIGNS, COVENANTS AND AGREES NOT TO SUE THE TRUSTEE OR HER AGENTS, REPRESENTATIVES, ATTORNEYS, SUCCESSORS AND ASSIGNS (THE "RELEASEES"), AND RELEASES THE RELEASEES OF AND FROM AND WAIVES ANY CLAIM OR CAUSE OF ACTION, INCLUDING WITHOUT LIMITATION ANY STRICT LIABILITY CLAIM OR CAUSE OF ACTION, FOR ANY LOSS, COST, DAMAGE, EXPENSE OR OTHER OBLIGATION OR LIABILITY THAT CAPDEVILLA OR ITS SUCCESSORS OR ASSIGNS MAY HAVE AGAINST THE RELEASEES, WHETHER DIRECT OR INDIRECT, KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, THAT MAY ARISE ON ACCOUNT OF OR IS IN ANY WAY CONNECTED WITH OR RELATED TO THE ASSETS. THE TERMS AND CONDITIONS OF THIS PARAGRAPH WILL EXPRESSLY SURVIVE THE

TRADEMARK

REEL: 006459 FRAME: 0157



6. Motion for Approval. The Trustee shall file a notice of intent to obtain court approval of this Agreement as a condition precedent, and the rights and obligations of the Parties hereunder are contingent upon entry of a final Court order in the Bankruptcy Case.
7. Attorneys' Fees. Each Party is to bear its respective attorneys' fees and costs, except that in any action or proceeding between or among the Parties at law or in equity with respect to, pertaining to, or arising from this Agreement, for a declaration of rights or obligations, or otherwise, and including any appeal, and any action or proceeding to enforce and/or collect any judgment or other relief granted, whether or not such action or proceeding is compromised or is prosecuted to final judicial determination (collectively "Litigation"), the unsuccessful party to the litigation shall pay to the prevailing party, in addition to any other relief that may be granted, all costs and expenses of the litigation, including without limitation, the prevailing party's actual attorneys' fees and expenses.
8. Consent to Jurisdiction. The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the United States Bankruptcy Court, Southern District of California. The aforementioned choice of venue is intended by the Parties to be mandatory and the Parties stipulate that the United States Bankruptcy Court, Southern District of California shall have *in personam* jurisdiction and venue over each of them for the purpose of litigating any dispute, controversy, or proceeding arising out of or related to this Agreement.
9. Authority. Each Party represents and warrants to the other that it has the power, authority and ability to carry out the obligations assumed and promised hereunder.
10. California Law. This Agreement shall be governed by, and construed and enforced in accordance with the laws of the United States Bankruptcy Court for the Southern District of California and in accordance with the laws of the State of California.

Miscellaneous. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original and such counterparts shall together constitute one and the same agreement. This Agreement may only be amended by written instrument executed by all the Parties. This Agreement shall be binding upon, and inure to, the benefit of the Parties and their respective heirs, successors, and assigns. This Agreement constitutes the entire agreement between the Parties and supersedes all prior understandings, agreements, or undertakings of the Parties with respect to the subject matter herein.

SIGNATURES ON NEXT PAGE

TRADEMARK

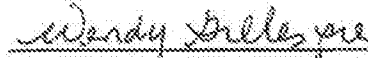
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IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed, as of the date first written above.

Dated: September 20, 2018

  
\_\_\_\_\_  
Leslie T. Gladstone, Trustee


Dated: September 18, 2018

  
\_\_\_\_\_  
Capevilla Family Trust dated 6/26/1996 by  
Wendy Gillespie Trustee

APPROVED AS TO SUBSTANCE AND FORM

Dated: September 20, 2018

FINANCIAL LAW GROUP

By:   
\_\_\_\_\_  
Leslie T. Gladstone, Esq.  
Attorneys for Leslie T. Gladstone, Trustee

Dated: September    , 2018

PROCOPIO CORY HARGREAVES & SAVITCH

By: \_\_\_\_\_  
William Smelko  
Attorney for Capevilla Family Trust dated  
6/26/1996

TRADEMARK

REEL: 006459 FRAME: 0160

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed, as of the date first written above.

Dated: September \_\_, 2018

\_\_\_\_\_  
Leslie T. Gladstone, Trustee

Dated: September \_\_, 2018

\_\_\_\_\_  
Capevilla Family Trust dated 6/26/1996 by  
Wendy Gillespie Trustee

APPROVED AS TO SUBSTANCE AND FORM

Dated: September \_\_, 2018

FINANCIAL LAW GROUP

By: \_\_\_\_\_  
Leslie T. Gladstone, Esq.  
Attorneys for Leslie T. Gladstone, Trustee

Dated: September 20, 2018

PROCOPIO CORY HARGREAVES & SAVITCH

By: /s/ William A. Smelko  
William A. Smelko  
Attorney for Capdevilla Family Trust dated  
6/26/1996