

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM533711

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Declarations Pursuant to TMEP 503.06(c)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lorraine Dille Williams		07/25/2019	INDIVIDUAL:
Robert Nichols Flint Dille		07/25/2019	INDIVIDUAL:
RECEIVING PARTY DATA			
Name:	Dille Family Trust		
Street Address:	2100 Wilmington Road		
City:	New Castle		
State/Country:	PENNSYLVANIA		
Postal Code:	16105		
Entity Type:	Trust: CALIFORNIA		
Composed Of:	<ul style="list-style-type: none"> • Robert Nichols Flint Dille, UNITED STATES, INDIVIDUAL • Lorraine Dille Williams, UNITED STATES, INDIVIDUAL 		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Serial Number:	86730089	WILMA DEERING	
Serial Number:	86730085	BLACK BARNEY	
Serial Number:	86730074	DR. HUER	
Serial Number:	86730066	KILLER KANE	
Serial Number:	85512662	BUCK ROGERS IN THE 25TH CENTURY	
Serial Number:	77831393	BUCK ROGERS	
Serial Number:	77831213	BUCK ROGERS	
Serial Number:	77650082	BUCK ROGERS	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Phone:	4127804061		
Email:	tmdjoseph@yahoo.com		
Correspondent Name:	Thomas M. Joseph		
Address Line 1:	P.O. Box 14789		
Address Line 4:	Pittsburgh, PENNSYLVANIA 15234		

OP \$215.00 86730089

NAME OF SUBMITTER:	THOMAS M. JOSEPH
SIGNATURE:	/THOMAS M. JOSEPH/
DATE SIGNED:	07/26/2019

Total Attachments: 194

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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Application Nos.: 86730089 (WILMA DEERING)
86730085 (BLACK BARNEY)
86730074 (DR. HUER)
86730066 (KILLER KANE)
85512662 (BUCK ROGERS...)
77831393 (BUCK ROGERS)
77831213 (BUCK ROGERS)
77650082 (BUCK ROGERS)

Applicant: Dille Family Trust

Commissioner for Trademarks
P.O. Box 1451
Alexandria, VA 22313-1451

**SUBMISSION REGARDING DISPUTED TRADEMARK
APPLICATION OWNERSHIP PURSUANT TO TMEP § 503.06(c)**

Dear Madam:

The above-identified Applicant is submitting the attached declarations for recordation pursuant to the relevant section of the Trademark Manual of Examining Procedure (TMEP) which states:

In the rare case of a dispute in ownership where one party attempts to appropriate ownership of the application or registration by filing an assignment document (or other document affecting title), the other party's recourse is to record an affidavit or declaration (as explained above) with the Assignment Recordation Branch in support of its position. As noted above, the USPTO's recordation of documents purporting to affect chain of title is a purely ministerial act and is not an Office determination of the document's validity or of its effect on title to an application or registration. See 37 C.F.R. §3.54; TMEP.

TMEP § 503.06(c).

Please contact undersigned counsel, if you require additional information.

Respectfully submitted,

July 26, 2019

/Thomas M. Joseph/
Thomas M. Joseph, Esq.
PA ID No. 87,012

Thomas M. Joseph, Esq.
P.O. Box 14789
Pittsburgh, PA 15234-9998
Phone: (412) 780-4061
tmdjoseph@yahoo.com

Attorney for Applicant

DECLARATION OF LORRAINE DILLE WILLIAMS

I, LORRAINE DILLE WILLIAMS, hereby declare as follows:

1. I am one of two sole beneficiaries of the Dille Family Trust (the "DFT") with my brother Robert Nichols Flint Dille being the other. I can execute this Declaration because I have firsthand knowledge of the facts.

2. I am executing this Declaration to provide notice to the general public, including the United States Patent and Trademark Office ("USPTO"), of an improper attempt by an entity identified as the Buck Rogers Company to misappropriate the ownership of U.S. Trademark Application Nos. 86730089 (WILMA DEERING), 86730085 (BLACK BARNEY), 86730074 (DR. HUER), 86730066 (KILLER KANE), 85512662 (BUCK ROGERS IN THE 25TH CENTURY), 77831393 (BUCK ROGERS), 77831213 (BUCK ROGERS), and 77650082 (BUCK ROGERS)(collectively "The DFT Trademark Portfolio"). See Exhibits A-H.

I. BACKGROUND OF THE DFT

3. My parents, Robert C. Dille and Virginia N. Dille, executed an agreement (the "Trust Agreement") on August 16, 1979 to establish the DFT. Upon execution of the Trust Agreement, my parents assigned all of their property to the DFT. A copy of the Trust Agreement is attached as Exhibit I.

4. An amendment (the "Amendment") was made to the DFT on January 5, 1982. A copy of the Amendment is attached as Exhibit J.

5. The Trust Agreement originally provided that my parents (i.e., the "Settlers") act as co-trustees. The Amendment provided, upon the death of either Settlor, that the surviving Settlor was to act as sole trustee of a marital trust and the surviving Settlor and attorney Arthur Martin were to act as Co-trustees of a residual trust.¹

6. The Trust Agreement includes additional provisions that identified other, legitimate trustees that could serve after the death of my parents. See, e.g., Exhibit I at Section 3.C.

¹ I will refer to the original trust, the marital trust, and the residual trust as the DFT throughout this Declaration.

7. My brother and I were advised by Attorney Louise A. Geer in 2011 that we alone had the power to appoint Ms. Geer as a successor trustee. However, the legality of that appointment is the subject of a current dispute in *In re Dille Family Trust*, Case No. 43-19 O.C. (CCP of Lawrence County) (the “Lawrence County Pennsylvania Orphans Court Civil Action”).

II. THE DFT’S INTELLECTUAL PROPERTY RIGHTS AND THE DISPUTES RELATING TO THOSE INTELLECTUAL PROPERTY RIGHTS

8. A primary asset of the DFT comprised intellectual property relating to the fictional character Buck Rogers. The intellectual property included the trademark rights associated with The DFT Trademark Portfolio.

9. The intellectual property associated with the character Buck Rogers was the subject of multiple disputes between the estate of Phillip Francis Nowlan or John F. Dille. The dispute was resolved in 1942 when Mr. Nowlan’s estate released and assigned the intellectual property rights to John F. Dille. Thereafter, the rights were passed down through the Dille Family and ultimately conveyed to the DFT.

10. The current dispute has been the subject of proceedings in the USPTO’s Trademark Trial and Appeal Board, the United States District Court for the Central District of California, the United States District Court for the Eastern District of Pennsylvania, the United States District Court for the Western District of Pennsylvania, and, as noted above, the Court of Common Pleas of Lawrence County, Pennsylvania (i.e., the Lawrence County Pennsylvania Orphans Court Civil Action).

11. In 2008, the Nowlan Family Trust filed an application with the USPTO seeking registration of a mark relating the character Buck Rogers. The DFT opposed the application in *Dille Family Trust v. Nowlan Family Trust*, Opposition No. 91200643 (Trademark Trial and Appeal Board)(the “USPTO Opposition Proceeding”). The opposition was dismissed in 2015.

12. The DFT then filed suit against the Nowlan Family Trust in the Eastern District of Pennsylvania to overturn the USPTO Opposition Proceeding decision in *The Dille Family Trust v. The Nowlan Family Trust*, Case No. 15-6231 (E.D. Pa.)(the “Eastern District of Pennsylvania Civil Action”).

13. The suit progressed to the point that trial was scheduled to begin on February 5, 2018. However, the DFT filed a voluntary petition for relief under Chapter 11 of the United

States Bankruptcy Code on November 28, 2017. See *In re Dille Family Trust*, Bankr No. 17-24771-JAD (Bankr. W.D. Pa.)(the “Western District of Pennsylvania Bankruptcy Proceeding”).

14. Judge Deller issued an order in the Western District of Pennsylvania Bankruptcy Proceeding on July 25, 2018 replacing Ms. Geer, for “cause”, with a bankruptcy trustee and listing eighteen numbered paragraphs of misconduct for which she was responsible. See Exhibit K.

III. THE ATTEMPTED MISAPPROPRIATION OF THE DFT TRADEMARK PORTFOLIO.

15. On or about August 26, 2018, my brother and I determined that Ms. Geer needed to be removed as trustee for the DFT. On that date, my brother and I gave written notice to Ms. Geer that she was unanimously removed as trustee of the DFT and to cease all involvement with DFT. See Exhibit L.

16. Despite the notice given, Ms. Geer continued to purport to act on behalf of the DFT.

17. The Western District of Pennsylvania Bankruptcy Proceeding was dismissed with prejudice on February 20, 2019 with Judge Deller concluding that the DFT was not a “business trust” and was ineligible for Chapter 11 relief.

18. Upon dismissal of the Western District of Pennsylvania Bankruptcy Proceeding, we, again, gave written notice to Ms. Geer on February 22, 2019 that re-confirmed that she was unanimously removed by the beneficiaries and a telephonic meeting was held in this regard on February 25, 2019. See Exhibit M.

19. On February 25, 2019 my brother and I moved by resolution to (again) re-confirm our unanimous removal of Ms. Geer as trustee of the DFT. See Exhibit N.

20. Under the terms of the Trust Agreement, its beneficiaries were accorded the unfettered right to remove the entirety of their respective shares of trust property upon attaining the age of 35. Both my brother and I, being over the age of 35, exercised the right to remove our shares of trust property. See Exhibit O. The request was effective as of February 20, 2019.

21. On or about March 1, 2019, Ms. Geer executed an assignment instrument that purported to assign The DFT Trademark Portfolio to an entity known as the Buck Rogers

Company.² The instrument was co-signed by one of the beneficiaries of the Nowlan Family Trust, who was identified as a member of the Buck Rogers Company. The instrument was recorded in the USPTO on the same day. A copy is attached as Exhibit P.³

IV. THE DFT TRADEMARK PORTFOLIO WAS NOT PROPERLY ASSIGNED TO THE BUCK ROGERS COMPANY.

22. As noted above, Ms. Geer was removed as trustee for the DFT on August 26, 2018, which is approximately six months before the purported assignment instrument set forth in Exhibit P was executed. Ms. Geer was not authorized to execute the assignment instrument on behalf of DFT.

23. Additionally, as noted above, The DFT Trademark Portfolio had been distributed to the beneficiaries of the DFT before Ms. Geer executed the purported assignment instrument. See Exhibit O.

24. Because all property had already been removed from the DFT prior to the purported assignment of The DFT Trademark Portfolio must be deemed without force or effect.

25. Moreover, it is now disputed whether Ms. Geer was ever properly or legally appointed as a trustee of the DFT. No court order approving her appointment has ever been produced by Ms. Geer.

² Ms. Geer also attempted to settle the Eastern District of Pennsylvania Civil Action on or about February 28, 2019 prompting an ordered judgment by dismissal of this action shortly thereafter on March 4, 2019 without my knowledge, authority or approval. These unauthorized assignments appear to be part of the unauthorized settlement.

³ The Buck Rogers Company used seven of the eight trademark applications as collateral for a loan for \$300,000.00 from another beneficiary of the Nowlan Family Trust. A Note memorializing these security interests was executed on February 28, 2019. The Note was recorded in the USPTO on June 13, 2019. See Exhibit Q.

26. The undersigned has been warned that willful false statements and the like are punishable by fine or imprisonment, or both, under 18 U.S.C. 1001, and that such willful false statements and the like may jeopardize the validity of the applications or documents or any registration resulting therefrom, declares that all statements made of his/her own knowledge are true; and all statements made on information and belief are believed to be true.

Lorraine Dille Williams

Date: _____

26. The undersigned has been warned that willful false statements and the like are punishable by fine or imprisonment, or both, under 18 U.S.C. 1001, and that such willful false statements and the like may jeopardize the validity of the applications or documents or any registration resulting therefrom, declares that all statements made of his/her own knowledge are true; and all statements made on information and belief are believed to be true.



Lorraine Dille Williams

Date: 25 July 2019

EXHIBIT A



United States Patent and Trademark Office

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Wilma Deering

Word Mark WILMA DEERING**Goods and Services** IC 016. US 002 005 022 023 029 037 038 050. G & S: Color pencils; Color prints; Coloring books; Comic books; Comic magazines; Comic strips; Note books; Picture books; Printed matter, namely, paper signs, books, manuals, curricula, newsletters, informational cards and brochures in the field of Comic Books; School supply kits containing various combinations of selected school supplies, namely, writing instruments, pens, pencils, mechanical pencils, erasers, markers, crayons, highlighter pens, folders, notebooks, paper, protractors, paper clips, pencil sharpeners, writing grips, glue and book marks; Series of fiction books; Series of fiction works, namely, novels and books; Sketch books**Standard Characters Claimed****Mark Drawing Code** (4) STANDARD CHARACTER MARK**Serial Number** 86730089**Filing Date** August 19, 2015**Current Basis** 1B**Original Filing Basis** 1B**Published for Opposition** February 23, 2016**Owner** (APPLICANT) Dille Family Trust TRUST CALIFORNIA 2100 Wilmington Road New Castle PENNSYLVANIA 16105**Assignment Recorded** ASSIGNMENT RECORDED**Attorney of Record** John J. O'Malley**Type of Mark** TRADEMARK**Register** PRINCIPAL**Other Data** The name(s), portrait(s), and/or signature(s) shown in the mark does not identify a particular living individual.**Live/Dead Indicator** LIVE[TESS Home](#) [New User](#) [Structure](#) [Error Codes](#) [Feedback](#) [SEARCH LOG](#) [Top](#) [HELP](#)[HOME](#) [SITE INDEX](#) [SEARCH](#) [eBUSINESS](#) [HELP](#) [PRIVACY POLICY](#)

EXHIBIT B



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Black Barney

Word Mark BLACK BARNEY**Goods and Services** IC 016. US 002 005 022 023 029 037 038 050. G & S: Color pencils; Color prints; Coloring books; Comic books; Comic magazines; Comic strips; Note books; Picture books; Printed matter, namely, paper signs, books, manuals, curricula, newsletters, informational cards and brochures in the field of Comic Books; School supply kits containing various combinations of selected school supplies, namely, writing instruments, pens, pencils, mechanical pencils, erasers, markers, crayons, highlighter pens, folders, notebooks, paper, protractors, paper clips, pencil sharpeners, writing grips, glue and book marks; Series of fiction books; Series of fiction works, namely, novels and books; Sketch books**Standard Characters Claimed****Mark Drawing Code** (4) STANDARD CHARACTER MARK**Serial Number** 86730085**Filing Date** August 19, 2015**Current Basis** 1B**Original Filing Basis** 1B**Published for Opposition** February 23, 2016**Owner** (APPLICANT) Dille Family Trust TRUST CALIFORNIA 2100 Wilmington Road New Castle PENNSYLVANIA 16105**Assignment Recorded** ASSIGNMENT RECORDED**Attorney of Record** John J. O'Malley**Type of Mark** TRADEMARK**Register** PRINCIPAL**Other Data** The name(s), portrait(s), and/or signature(s) shown in the mark does not identify a particular living individual.**Live/Dead Indicator** LIVE[TESS Home](#) [New User](#) [Structure](#) [FAQs/Forms](#) [eBusiness](#) [SEARCH LOG](#) [Normal](#) [HELP](#)[HOME](#) [SITE INDEX](#) [SEARCH](#) [eBUSINESS](#) [HELP](#) [PRIVACY POLICY](#)

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Dr. Huer

Word Mark DR. HUER**Goods and Services** IC 016. US 002 005 022 023 029 037 038 050. G & S: Color pencils; Color prints; Coloring books; Comic books; Comic magazines; Comic strips; Note books; Picture books; Printed matter, namely, paper signs, books, manuals, curricula, newsletters, informational cards and brochures in the field of Comic Books; School supply kits containing various combinations of selected school supplies, namely, writing instruments, pens, pencils, mechanical pencils, erasers, markers, crayons, highlighter pens, folders, notebooks, paper, protractors, paper clips, pencil sharpeners, writing grips, glue and book marks; Series of fiction books; Series of fiction works, namely, novels and books; Sketch books**Standard Characters Claimed****Mark Drawing Code** (4) STANDARD CHARACTER MARK**Serial Number** 86730074**Filing Date** August 19, 2015**Current Basis** 1B**Original Filing Basis** 1B**Published for Opposition** February 23, 2016**Owner** (APPLICANT) Dille Family Trust TRUST CALIFORNIA 2100 Wilmington Road New Castle PENNSYLVANIA 16105**Assignment Recorded** ASSIGNMENT RECORDED**Attorney of Record** John J. O'Malley**Type of Mark** TRADEMARK**Register** PRINCIPAL**Other Data** The name(s), portrait(s), and/or signature(s) shown in the mark does not identify a particular living individual.**Live/Dead Indicator** LIVE[TESS Home](#) [New User](#) [Structure](#) [FAQs](#) [Glossary](#) [Guides](#) [Contacts](#) [eBusiness](#) [eBiz alerts](#) [News](#) [Help](#)[HOME](#) [SITE INDEX](#) [SEARCH](#) [eBUSINESS](#) [HELP](#) [PRIVACY POLICY](#)

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Killer Kane

Word Mark KILLER KANE**Goods and Services** IC 016. US 002 005 022 023 029 037 038 050. G & S: Color pencils; Color prints; Coloring books; Comic books; Comic magazines; Comic strips; Note books; Picture books; Printed matter, namely, paper signs, books, manuals, curricula, newsletters, informational cards and brochures in the field of Comic Books; School supply kits containing various combinations of selected school supplies, namely, writing instruments, pens, pencils, mechanical pencils, erasers, markers, crayons, highlighter pens, folders, notebooks, paper, protractors, paper clips, pencil sharpeners, writing grips, glue and book marks; Series of fiction books; Series of fiction works, namely, novels and books; Sketch books**Standard Characters Claimed****Mark Drawing Code** (4) STANDARD CHARACTER MARK**Serial Number** 86730066**Filing Date** August 19, 2015**Current Basis** 1B**Original Filing Basis** 1B**Published for Opposition** March 8, 2016**Owner** (APPLICANT) Dille Family Trust The Trustee of the Dille Family Trust, a California Trust Organization comprising Louise A. Geer as Trustee, Incorporated in the State Of Pennsylvania. TRUST CALIFORNIA 2100 Wilmington Road New Castle PENNSYLVANIA 16105**Assignment Recorded** ASSIGNMENT RECORDED**Attorney of Record** John J. O'Malley**Type of Mark** TRADEMARK**Register** PRINCIPAL**Live/Dead Indicator** LIVE[TESS Home](#) [New User](#) [Structure](#) [Using TESS](#) [Advanced Search](#) [SEARCH LOG](#) [Top](#) [HELP](#)[HOME](#) | [SITE INDEX](#) | [SEARCH](#) | [eBUSINESS](#) | [HELP](#) | [PRIVACY POLICY](#)

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Buck Rogers in the 25th Century

Word Mark BUCK ROGERS IN THE 25TH CENTURY**Goods and Services** IC 016. US 002 005 022 023 029 037 038 050. G & S: Coloring books; Comic books; Comic magazines; Comic strips; Comics; Date books; Newspaper comic strips; Note books; Paper stationery; Picture books; Printed matter, namely, paper signs, books, manuals, curriculum, newsletters, informational cards and brochures in the field of comic books; School supply kits containing various combinations of selected school supplies, namely, writing instruments, pens, pencils, mechanical pencils, erasers, markers, crayons, highlighter pens, folders, notebooks, paper, protractors, paper clips, pencil sharpeners, writing grips, glue and book marks; Series of fiction books; Series of fiction works, namely, novels and books; Sketch books; Stationery; Story books. FIRST USE: 19290107. FIRST USE IN COMMERCE: 19290107**Standard Characters Claimed****Mark Drawing Code** (4) STANDARD CHARACTER MARK**Serial Number** 85512662**Filing Date** January 10, 2012**Current Basis** 1A**Original Filing Basis** 1A**Owner** (APPLICANT) BUCK ROGERS COMPANY LIMITED LIABILITY COMPANY PENNSYLVANIA 115 AIRDALE ROAD BRYN MAWR PENNSYLVANIA 19010**Assignment Recorded** ASSIGNMENT RECORDED**Attorney of Record** John J. O'Malley**Type of Mark** TRADEMARK**Register** PRINCIPAL**Live/Dead Indicator** LIVE[TESS Home](#) [New Users](#) [Structure](#) [Error Codes](#) [Release Date](#) [SEARCH LOG](#) [Top](#) [HELP](#)[HOME](#) | [SITE INDEX](#) | [SEARCH](#) | [eBUSINESS](#) | [HELP](#) | [PRIVACY POLICY](#)

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BUCK ROGERS

Word Mark BUCK ROGERS**Goods and Services** IC 009. US 021 023 026 036 038. G & S: Downloadable electronic games, computer game programs, computer game software; downloadable electronic games via the Internet and wireless devices; downloadable multimedia files containing games; downloadable and non-downloadable sound recordings and audiovisual recordings featuring music, science fiction and adventure

IC 016. US 002 005 022 023 029 037 038 050. G & S: Printed materials, namely, paper party supplies in the nature of paper party bags, paper party decorations; paper school supplies, namely, paper folders, paper; paper desk supplies, namely, paper, paper folders; calendars, greeting cards

IC 018. US 001 002 003 022 041. G & S: Bags, namely, carrying cases; small articles made of leather or materials that look like leather, namely, key cases, wallets, leather cases, leather pouches, leather purses; umbrellas, wallets; all-purpose sport bags, messenger bags

IC 021. US 002 013 023 029 030 033 040 050. G & S: Mugs, dinnerware, serving dishes

IC 024. US 042 050. G & S: Bed linens, towels, comforters, curtains, shower curtains

IC 025. US 022 039. G & S: Clothing, namely, T-shirts, shirts, jackets; headwear; footwear

IC 026. US 037 039 040 042 050. G & S: Belt buckles

IC 028. US 022 023 038 050. G & S: Toys, games, and playthings, namely, action figures and accessories therefor, toy pistols

IC 035. US 100 101 102. G & S: Online retail store services, mail order services, retail store services, all featuring games, books, bags, clothing, toys, videos

IC 041. US 100 101 107. G & S: Entertainment services, namely, providing an online computer game, providing a website with entertainment information on a comic book series and science fiction/adventure character; Provision of a series of non-downloadable web-based television programs featuring science fiction and adventure via the Internet; provision of a series of non-downloadable motion pictures featuring science fiction and adventure via a video on demand service; provision of non-downloadable television programs, motion pictures and segments thereof for use with mobile telephones via a video on demand service

Standard Characters Claimed**Mark Drawing Code** (4) STANDARD CHARACTER MARK**Serial Number** 77831393**Filing Date** September 21, 2009**Current Basis** 1B**Original Filing Basis** 1B;44D**Owner** (APPLICANT) BUCK ROGERS COMPANY LIMITED LIABILITY COMPANY PENNSYLVANIA 115 AIRDALE ROAD BRYN MAWR PENNSYLVANIA 19010**Assignment Recorded** ASSIGNMENT RECORDED**Attorney of Record** John J. O'Malley**Priority Date** March 25, 2009

Prior Registrations 0714184;1555871

Registrations

Type of Mark TRADEMARK, SERVICE MARK

Register PRINCIPAL

Other Data The name "BUCK ROGERS" does not identify a living individual.

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BUCK ROGERS

Word Mark BUCK ROGERS**Goods and Services** IC 009. US 021 023 026 036 038. G & S: Motion picture films featuring science fiction and adventure; audio-visual recordings featuring science fiction and adventure; Audiovisual recordings featuring a series of television programs featuring science fiction and adventure; downloadable audio visual recordings featuring science fiction and adventure; sound recordings featuring musical soundtracks; downloadable sound recordings featuring musical soundtracks. FIRST USE: 19390000. FIRST USE IN COMMERCE: 19390000

IC 016. US 002 005 022 023 029 037 038 050. G & S: A series of books featuring a collection of comic strips and information on comic strips; a series of fiction books; comic books. FIRST USE: 19320000. FIRST USE IN COMMERCE: 19320000

IC 020. US 002 013 022 025 032 050. G & S: Figurines made of plastic. FIRST USE: 19790000. FIRST USE IN COMMERCE: 19790000

IC 028. US 022 023 038 050. G & S: Toy rocket pistols, toy action figures; toy action figures with MP3 player; action dolls sold as a unit with an MP3 player. FIRST USE: 19340000. FIRST USE IN COMMERCE: 19340000

IC 041. US 100 101 107. G & S: Provision of non-downloadable television programs featuring science fiction and adventure via a global computer network and via a video on demand service; Entertainment services in the nature of on-going television programs featuring science fiction and adventure; Production of television programs featuring science fiction and adventure which are aired on television, via a global computer network, and played online periodically. FIRST USE: 19500000. FIRST USE IN COMMERCE: 19500000

Standard Characters Claimed**Mark Drawing Code** (4) STANDARD CHARACTER MARK**Serial Number** 77831213**Filing Date** September 21, 2009**Current Basis** 1A**Original Filing Basis** 1A;44D**Owner** (APPLICANT) BUCK ROGERS COMPANY LIMITED LIABILITY COMPANY PENNSYLVANIA 115 AIRDALE ROAD BRYN MAWR PENNSYLVANIA 19010**Assignment Recorded** ASSIGNMENT RECORDED**Attorney of Record** John J. O'Malley**Priority Date** March 25, 2009**Prior Registrations** 0714184;1555871**Type of Mark** TRADEMARK. SERVICE MARK**Register** PRINCIPAL**Other Data** The name "BUCK ROGERS" does not identify a living individual.**Live/Dead Indicator** LIVE[TESS Home](#) [New User](#) [Structure](#) [Basic Form](#) [Advanced Form](#) [SEARCH OC](#) [Top](#) [HELP](#)

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BUCK ROGERS

Word Mark BUCK ROGERS

Goods and Services IC 009. US 021 023 026 036 038. G & S: Motion picture films about science fiction, fantasy heroism and action adventure; science fiction, and motion picture films about fantasy heroism and action adventure for broadcast on broadcast mediums; audio tapes, audio-video tapes, audio video cassettes; audio video discs, and digital versatile discs featuring music, comedy, drama, action, adventure, and animation; stereo headphones; batteries; cordless telephones; audio cassette and CD players; CD ROM computer game discs; telephone and radio pagers; short motion picture films about science fiction, fantasy heroism and action adventure and adventure; video cassette recorders and players, compact disc players, digital audio recorders and players; radios; mouse pads; eyeglasses, sunglasses and cases therefore; game equipment, namely, video game machines for use with televisions, hand-held electronic games adapted for use with television receivers only and player operated electronic controllers for electronic video game machines; video and computer game programs; video game cartridges and cassettes; cellular telephone accessories, namely, cell phone covers, batteries, fitted plastic films known as skins for covering and providing a scratch proof barrier, decorative charms, decorative ornaments, headsets, boosters, connectivity kits and memory cards; encoded magnetic cards

IC 016. US 002 005 022 023 029 037 038 050. G & S: Printed matter and paper goods, namely, books featuring science fiction, fantasy heroism and action adventure, comic books, magazines featuring science fiction, fantasy heroism and action adventure; stationery, writing paper, envelopes, notebooks, diaries, note cards, greeting cards, trading cards; lithographs; pens, pencils, cases therefor, erasers, crayons, markers, colored pencils, painting sets for children, chalk and chalkboards; decals, heat transfers; posters; mounted and unmounted photographs; book covers, book marks, calendars, gift wrapping paper; Paper party decorations; Printed patterns for costumes, pajamas, sweatshirts and t-shirts; paper party favors

IC 025. US 022 039. G & S: Clothing, namely, pajamas, t-shirts, shirts, jumpers, sweatshirts, vests, coats, jackets, overcoats, trousers, shorts, socks, gloves, ties, scarves, skirts, underwear, footwear; headgear, namely, hats, caps, head scarves, baseball caps and headbands, clothing accessories, namely, belts, gloves, suspenders, sweat bands, straps for bras

IC 028. US 022 023 038 050. G & S: Toys, namely, musical toys, inflatable toys, electric action toys, punch toys, plush toys, talking toys, toy cars, role-playing toys in the nature of play sets for children to imitate real life occupations, toy boats, toy airplanes, toy weapons, toy rocket ships, construction toys, toy putty, toy scooters, toy action figures and accessories for use with toy action figures, toy model vehicles, water squirting toys and toy model space craft, toy building blocks, toy model hobby craft kits comprising paints, beads, ceramics, plastics, crayons, stencils, toy model vehicles and related accessories sold as a units, toy modeling dough kits comprising toy modeling dough, molds and accessories for use therewith sold as units, toy vehicles, toy weapons, toy model vehicles and accessories therefor sold as a unit, wind-up toys and miniature toy helmets; sporting goods, namely, beach balls, playground balls, soccer balls, sport balls, baseball balls, basketball balls, baseball bats, and baseball gloves; games, namely, action type target games, board games, card games, hand held units for playing electronic games other than those adapted for use with an external display screen or monitor, virtual arcade shooting game machines, trading card games, parlor games, action skill games, coin operated and non-coin operated pinball machine games, stand alone video game machines, collectible card games, and collectible miniature board games

IC 041. US 100 101 107. G & S: Entertainment services, namely, an on-going series provided through broadcast mediums, namely, television, webcasts, and radio broadcasts

Standard Characters Claimed**Mark Drawing Code** (4) STANDARD CHARACTER MARK**Serial Number** 77650082**Filing Date** January 15, 2009**Current Basis** 1B**Original Filing Basis** 1B**Published for** June 14, 2011

Opposition

International

Registration Number 1022754

Owner (APPLICANT) Nowlan Family Trust Brian McDevitt, Trustee, a US Citizen TRUST PENNSYLVANIA 325 Swede Street Norristown PENNSYLVANIA 19401

Assignment Recorded ASSIGNMENT RECORDED

Attorney of Record John J. O'Malley

Type of Mark TRADEMARK, SERVICE MARK

Register PRINCIPAL

Other Data The name shown in the mark does not identify a particular individual.

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EXHIBIT I

COPY

THE DILLE FAMILY TRUST

(PHOTOCOPY)

Date signed:

August 16, 1979

* * *

To be filed for availability and frequent review.

Original copy is located at:

* * *

DENNIS W. FOX
Attorney-at-Law

2460 Garden Rd
Monterey, California
(408) 646-9898

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THE DILLE FAMILY TRUST

THIS TRUST AGREEMENT is made, executed and entered into by ROBERT C. DILLE, also known as ROBERT CRABTREE DILLE, and VIRGINIA N. DILLE, also known as VIRGINIA NICHOLS DILLE, VIRGINIA LORRAINE DILLE and VIRGINIA LORRAINE NICHOLS, of Carmel, Monterey County, California, as settlors, and ROBERT C. DILLE and VIRGINIA N. DILLE, as trustees (hereinafter referred to in this trust agreement as "trustee").

ARTICLE I

CONVEYANCE

Settlors desire to establish a trust of the property described in Schedule A attached hereto and made a part hereof. All such property and any other as hereinafter added shall be known as the "trust fund." Settlers also intend to make the trustee primary and/or contingent beneficiary and/or owner of the rights of certain policies of life insurance on their respective lives.

Trustee acknowledges receipt of the trust fund and shall hold the same in trust, nevertheless, under the following terms, conditions and provisions:

ARTICLE II

DECLARATIONS

2.A. Name. This trust shall be known as THE DILLE FAMILY TRUST.

2.B. Intent and Family. Settlers, ROBERT C. DILLE and VIRGINIA N. DILLE, sometimes hereinafter referred to as husband and wife, are married. Settlers have two (2) children now living. Their names and dates of birth are:

LORRAINE VIRGINIA DILLE, born January 19, 1949
ROBERT NICHOLS FLINT DILLE, born November 3, 1955

SETTLERS' INITIALS

Trustees may rely upon such dates for all distributions hereunder. By this trust agreement, settlors intend to provide for themselves, their children and their issue.

2.C. Successor Trustees. If ROBERT C. DILLI or VIRGINIA M. DILLI fails to qualify or ceases to act for any reason, during his or her lifetime, the other of said trustees shall act as sole trustee of the trust, unless there has already been named a co-trustee or successor trustee in accordance with the discretionary terms of Paragraph 3.A. After the death of either settlor, the surviving settlor shall become sole trustee of the trust, unless there has already been named a co-trustee or successor trustee in accordance with the discretionary terms of Paragraph 3.A. In the event that both settlors fail to qualify or cease to act for any reason, they shall be succeeded by settlors' children, LORELINE and FLINT, unless there has already been named a co-trustee or successor trustee in accordance with the discretionary terms of Paragraph 3.A. In the event that settlors' children, LORELINE and FLINT fails to qualify or ceases to act for any reason, husband's brother, JOHN FLINT DILLI, Jr. shall immediately become trustee, unless there has already been named a co-trustee or successor trustee in accordance with the discretionary terms of Paragraph 3.A. In the event a co-trustee fails to qualify or ceases to act, the remaining trustee or trustees may act alone.

During such time that co-trustees are then acting, said co-trustees may on each one's separate direction alone negotiate securities and bank or savings accounts, and deal with the entire trust fund and its assets, including also but not limited to any real property, without all trustees' signatures being required. Any third party dealing with the trust may rely upon this singular authority without any further evidence.

2.D. Trust Fund.

(1) All property now or hereafter subject to the terms hereof and any reference to a trust shall apply to all trusts created under this instrument unless otherwise provided herein. It is the intention of settlors that all community property transferred to these trusts and the proceeds thereof (called the "community estate") shall continue to retain its character as community property during their joint lifetimes, subject, however, to all the terms and conditions of this trust agreement. Similarly, it is the intention of settlors that all quasi-community property and separate property of either spouse and the proceeds thereof (called the "separate estate") shall retain its character during their joint lifetimes, subject also to all the terms and conditions of this trust agreement. Further, it is the intention of settlors that trustees shall have no more extensive power over any community property transferred to the trust estate than either settlor would have had under California Civil Code sections 5125 and 5127 or other California code sections then in effect which govern the management of community

SETTLORS' INITIALS

property had this trust agreement not been created, and this trust agreement shall be interpreted to achieve this intention. This limitation shall terminate on the death of either settlor.

(2) Settlers may add to the principal of the trust by deed, will, or otherwise. With the written approval of the trustee, other persons may add to the principal of the trust fund. Unless otherwise specifically provided by such other persons adding to the principal of the trust fund, the trustee shall allocate any such addition to each separate trust created by this trust agreement ratably on the basis of the market value of each separate trust at the date of any such additions.

2.2. Definitions. In any matter of interpretation of this trust agreement, the following definitions shall apply:

(1) Child or Children. Any reference to "child" or "children" shall include any other children hereafter born to or adopted by settlers;

(2) Child in Being. A child in gestation which is later born alive and survives for thirty (30) days shall be considered as a child in being throughout the period of gestation;

(3) Corporate Trustee. Any reference to a corporate trustee shall include its successor, whether by merger, consolidation, change of name or otherwise;

(4) Headings. Article headings in this trust agreement are inserted for convenience only, and are not to be considered in the construction of the provisions thereof;

(5) Incapacity. In the case of a question or dispute, incapacitation shall be evidenced by written certification of three (3) physicians, consisting of one (1) neurologist and two (2) psychiatrists, all of whom are certified by the American Board of Neurology and Psychiatry;

(6) Issue. The term "issue" shall refer to lineal descendants of all degrees and shall include adopted persons;

(7) Majority. The term "majority" shall mean more than one-half (1/2), and, in the event of a deadlock, shall be determined in accordance with the provisions of Article 2.5 of the California Probate Code, Section 1138.1 to 1138.13, inclusive, or successor California Probate Code sections relating to inter vivos trusts;

(8) Principal and Income. The determination by trustee in all matters with respect to what shall constitute principal of the trust, gross income therefrom and net income distributable under the terms of the trust shall be governed by the provisions of the Principal and Income Law of the State of California, as it may from time to time exist, except as to any of

such matters as may otherwise be provided for in this instrument. In the event and to the extent that any of such matters relating to what constitutes principal or income of the trust and in the allocation of receipts and disbursements between these accounts is not provided for either in this trust agreement or in the Principal and Income Law, trustee has full power and authority to determine such matters;

(9) Persons and Gender. In this trust agreement, the masculine, feminine or neuter gender, and the singular or plural number, shall be deemed to include the others whenever the context so indicates; and,

(10) Trustee. Any reference to "trustee" shall be deemed to refer to whichever individual, individuals or corporation (as the case may be) as shall then be acting as trustee.

2.F. Trust Situs. This trust agreement is a California contract and creates a California trust, and all of the terms and provisions hereof shall be interpreted according to the laws of the State of California, except that a majority of the beneficiaries may transfer the trust situs to a more convenient jurisdiction.

2.G. Restrictions. The interest of any beneficiary (whether entitled to current income or possessing only a future interest) in either the income or principal of the trust fund or any part of it shall not be alienated or in any other manner assigned or transferred by such beneficiary; and such interest shall be exempt from execution, attachment, distress for rent, and other legal or equitable process which may be instituted by or on behalf of any creditor or assignee of such beneficiary; nor shall any part of such interest be liable for the debts or obligations (including alimony) of any such beneficiary.

2.H. Perpetuity Provision. Anything herein contained to the contrary notwithstanding, each trust created by this trust agreement, unless sooner terminated in the manner hereinafter provided, shall end immediately prior to the expiration of twenty-one years from and after the death of the last survivor of settlors and settlors' now living issue; and thereupon trustee shall pay over the principal of each such trust, free from this trust, unto the person then entitled to receive the net income from each such trust.

2.I. No-Contest Provision. In the event any beneficiary under this trust shall, singly or in conjunction with any other person or persons, contest in any court the validity of this trust agreement or of a deceased husband's or wife's last Will or shall seek to obtain an adjudication in any proceeding in any court that this trust agreement or any of its provisions or that such Will or any of its provisions is void, or seek otherwise to void, nullify or set aside this trust agreement or any of its provisions, then

the right of that person to take any interest given him or her by this trust agreement shall be determined as it would have been determined had the person predeceased the execution of this trust agreement without surviving issue.

The trustee is hereby authorized to defend, at the expense of the trust fund, any contest or other attack of any nature on this trust agreement or any of its provisions.

2.J. Presumptions. Any beneficiary who shall not be living thirty (30) days after husband's or wife's (as the case may be) death, shall be deemed not to have survived him or her, except that in the case of husband and wife, if the order of their deaths cannot be established by proof, the wife shall be deemed to be the Surviving Spouse (as hereinafter defined in Paragraph 6.D) and the wife shall also be deemed to be the Surviving Spouse if the wife survives in fact for any period.

2.K. Special Distribution to Minors. If any of the income and/or principal of any trust hereunder ever vests outright under the provisions of this trust agreement in persons not yet twenty-one (21) or persons who, in the opinion of trustee, are under incapacity or unable to administer distributions properly, then trustee, in its discretion, in any jurisdiction, without giving or requiring bond, without intervention of a guardian, conservator or other representative, and without supervision of any court, shall hold or distribute such property (subsequently referred to in this Paragraph 2.K. as the "protected property") in accordance with the following provisions:

(1) Trustee may hold any protected property in a separate trust for such beneficiary, exercising as trustee of such trust all the administrative powers conferred in this trust agreement. Trustee may accumulate or distribute to or for such beneficiary in accordance with subparagraph (2), as hereinafter described, such amount or amounts of income and/or principal of the trust as it determines from time to time during the term of the trust. The trust shall terminate and vest absolutely when the beneficiary attains age twenty-one (21), dies, overcomes the disability, or when the trust assets are exhausted by discretionary distributions, or as otherwise directed by Paragraph 2.K., as hereinabove mentioned, whichever shall first occur. At such termination, trustee shall distribute the protected property then on hand in trust to the beneficiary or to the beneficiary's estate if the trust terminates at the beneficiary's death.

(2) Trustee may distribute any protected property to or for the benefit of such beneficiary: (a) directly to the beneficiary; (b) on behalf of the beneficiary for the beneficiary's exclusive benefit; (c) to any account in a bank or savings institution either in the name of such beneficiary or in a form reserving title, management and custody of such account to a suitable person for the use of such beneficiary; (d) in any form of an annuity; (e) in all ways provided by laws dealing with gifts or distributions to or for minors or persons under incapacity;

and, (F) to any suitable person with whom the beneficiary resides or has the care or control of the beneficiary, without obligation to see to the further application of such distribution, and the receipt for distributions by any such persons shall fully discharge trustee.

ARTICLE III

TRUSTEESHIP

3.A. Successor Trustees. Husband and wife may, during their joint lifetimes, appoint individuals or corporations as co-trustees or successor trustees, by written instrument delivered to the other trustee(s), if any are then acting; and, upon the death of the first of them, the survivor may appoint, by the same method, individuals or corporations as co-trustees or successor trustees except in so far as a co-trustee or trustee was designated during their joint lifetime to administer the Residual Trust (as hereinafter defined in Paragraph 6.D.). If this power is executed by both a Will and other instrument, the document which bears the latest date should prevail. Any individual trustee may also remove a corporate co-trustee and designate a new one by a written instrument, and may, by the same method, revoke such designation and make a new one.

3.B. Corporate Trustee. Any corporate trustee appointed under any provisions of this trust agreement shall be a bank, corporation or other financial institution duly organized under the laws of any state or of the United States, authorized by law to administer trusts, maintaining a full-time trust department, and having a combined capital and surplus of at least ten million dollars (\$10,000,000.00).

3.C. Vacancy in Trusteeship. If a corporate trustee for any reason fails to qualify or ceases to act, or there is no trustee acting hereunder, the trustee then acting, if any, and if not, then a majority of the beneficiaries shall appoint a successor corporate trustee by an instrument in writing, which appointment must be effective upon the date the last trustee fails to qualify or ceases to act.

3.D. Beneficiary. For purposes of ARTICLE III of this trust agreement, the term "beneficiary" or "beneficiaries" shall mean any beneficiary then eligible to receive current income. If any beneficiary is a minor or incapacitated, irrespective of whether legally so adjudicated, then the guardian, conservator or person with whom said beneficiary resides shall act for the beneficiary for all purposes in the ARTICLE III.

3.E. Disputes. If an individual trustee and a corporate trustee are acting, whenever there shall be a dispute, deadlock or difference of opinion between them on a question of joint discretion, the determination of the individual trustee shall be

binding upon the corporate trustee, but the corporate trustee shall bear no liability or accountability for any act or transaction entered into as a result of the enforcement of the individual trustee's privilege if it shall have dissented in writing in advance of such act or transaction. During husband's and/or wife's lifetime, their decisions shall absolutely control on all questions of joint discretion.

3.F. Bond. No bond shall be required of any person named in this trust agreement as trustee. Subsequently named co-trustees or successor trustees may be required to be bonded, in accordance with the terms of appointment.

3.G. Liability. No successor trustee shall be under any obligation to examine the accounts of any prior trustee, and a successor trustee shall be exonerated from all liability arising from any prior trustee's acts or negligence.

3.H. Compensation. Trustee shall be entitled to receive, out of the income and principal of the trust fund, compensation for its services hereunder to be determined from time to time by the application of the current rates then charged by trustee for trusts of a similar size and character, and, in the event that trustee shall be called upon to render any extraordinary services, it shall be entitled to additional compensation therefor. Trustee may impose any trustee fees or other expenses of the trust against the principal or income of the trust fund without any duty to seek reimbursement or contribution from the interest not charged.

3.I. Resignation. Any trustee may resign at any time by giving written notice to settlors, if living, or the survivor of them, and thereafter to the other trustees, if any, and, if not, to all the beneficiaries. Any such notice shall become effective as agreed by settlors or the majority of the beneficiaries, but no later than thirty (30) days after such written notice.

3.J. Reports. The trustee shall render reports at least annually to settlors and to each beneficiary, except as such reporting shall be waived by settlors. The records of the trustee shall be open at all reasonable times to such inspections. The trustee shall not be required to make any reports or accountings to the courts.

3.K. Payments to Beneficiaries.

(1) Trustee shall pay the net income of any trust hereunder, to the beneficiary to whom such income is directed to be paid, at such times as shall be convenient to such beneficiary and agreed to by the trustee;

(2) Any income and/or principal of any trust hereunder to which any beneficiary may be entitled may, without regard to any order or assignment purporting to transfer the same to any other person, be paid or distributed by trustee, in its sole

discretion, into the hands of such beneficiary, or to the guardian of the person of such beneficiary, or to the person with whom such beneficiary shall reside, or be mailed to such beneficiary's last known address, or deposited to the account of such beneficiary in a bank or trust company of good standing, or be applied for the benefit of such beneficiary and his or her dependents directly by trustee; and the receipt for any payment or distribution or evidence of the application of any income or principal made in conformity with the foregoing shall discharge trustee from any further liability therefor;

(3) Upon the happening of any event terminating the period which the income of any trust hereunder is directed to be paid to a beneficiary, then, any statute or rule of law to the contrary notwithstanding, any accrued or other income not actually collected and available for distribution to such beneficiary prior to the happening of such event shall, when collected, be treated as though it had, in fact, accrued after the happening of such event;

(4) Unless trustee shall have received actual written notice of the occurrence of an event affecting the beneficial interests of this trust agreement, trustee shall not be liable to any beneficiary of this trust agreement for distribution made as though the event had not occurred; and,

(5) If at any time or times during the continuance of any trust hereunder, trustee, in its sole discretion, shall consider that the funds payable hereunder unto or for the benefit of any beneficiary of such trust, together with the funds available to such beneficiary from other sources, are insufficient to provide properly for the essential needs -- such as food, clothing, education, shelter and illness expenses -- of such beneficiary and his or her dependents, trustee is authorized and empowered to pay over or apply so much of the principal of any part or the whole of any trust hereunder from which such beneficiary may then be receiving payments or the benefit thereof, in such manner and to such extent as trustee, in its sole discretion, shall deem to be necessary to meet such essential needs of such beneficiary and his or her dependents.

3.L. Dividends. Trustee shall collect dividends declared on shares of stock delivered to it if such delivery shall occur prior to the record date for such dividends (regardless of whether trustee shall be the holder of record on such date) and trustee shall treat all such dividends, upon receipt, as income or principal.

3.M. Interest. With respect to interest that shall have accrued but shall not have been paid on any interest-bearing property at the time of its delivery to trustee, trustee shall collect and treat such interest, upon receipt, as income or principal as though such interest had accrued after such delivery.

3.N. Life Insurance. If this trust agreement includes any policies of insurance, then upon receipt of proof of death of the insured, trustee shall use its best efforts to collect any and all sums payable by reason of such death under the policies of life insurance then held hereunder, and for that purpose trustee is expressly empowered to execute and deliver valid receipts and complete discharges to the insurance company or companies issuing said policies, to institute any suit or proceedings, and to do any and all other acts necessary for the purpose of collecting such sums; provided, however, that trustee shall not be under any duty to institute any suit or proceedings unless its expenses, including counsel fees and costs, shall be available in the trust fund or shall have been advanced or guaranteed in an amount and in a manner reasonably satisfactory to it.

3.O. Division of Trust Fund. There need be no physical segregation or division of the various trusts created hereunder except as segregation or division may be required by the termination of any of the trusts, but the trustee shall keep separate accounts for the different undivided interests.

3.P. Release of Powers. Each trustee shall have the power to release or to restrict the scope of any power that such trustee may hold in connection with any trust created under this trust agreement, whether said power is expressly granted in this trust agreement or implied by law. The trustee shall exercise this release in a written instrument specifying the powers to be released or restricted and the nature of any such restriction. Any released power shall pass to and be exercised by the other then-acting trustees.

ARTICLE IV

TRUSTEE'S POWERS

Subject to the provisions and limitations set forth expressly herein, trustee shall have, in general, the power to do and perform any and all acts and things in relation to the trust fund in the same manner and to the same extent as an individual might or could do with respect to his or her own property. No enumeration of specific powers made herein shall be construed as a limitation upon the foregoing general powers, nor shall any of the powers conferred herein upon trustee be exhausted by the use thereof, but each shall be continuing.

Trustee shall have all the powers set forth in Subparagraphs (1) through (17) inclusive of Section 1120.2 of the California Probate Code, as of the date of this trust agreement; in addition, trustee is specifically authorized and empowered, in its sole discretion:

4.A. Receive Assets. To receive, take possession of, sue for, recover and preserve the assets of the trust fund, both real and personal, coming to its attention or knowledge, and the rents, issues and profits arising from such assets;

4.B. Retention of Trust Property. To retain, without liability for loss or depreciation resulting from such retention, any assets received by trustee or any property that may from time to time be added to the trust fund or any trust created hereunder; or any property in which the funds of any trust may from time to time be invested, for such time as trustee shall deem best, even though such property may not be of the character prescribed by law for the investment of trust funds, or even though to retain such property might violate sound diversification principles, or even though such property may represent a large percentage of the total property of the trust fund. However, the aggregate property allocated to each trust created by this trust agreement shall bear a reasonable rate of return;

4.C. Invest and Reinvest. To invest, reinvest, change investments and keep the trust fund invested in any kind of property, real, personal, or mixed, including by way of illustration but not limitation, oil and gas royalties and interests; common and preferred stocks of any corporation, including puts, calls, and options, whether for cash, credit, or margins, whether closely or widely held, whether selling or buying including stock or other securities of or any interest in any corporation or other business venture or any related affiliated or subsidiary corporation or business venture which is acting as trustee hereunder; voting trust certificates, bonds, notes, debentures, mortgages, shares, or interests in investment trusts, mutual funds or common trust funds, including such funds administered by the trustee; market or index funds; interests in partnerships, whether limited or general and as a limited or general partner; and joint stock companies and associations, without regard to the proportions that any such investment or investments of a similar character may bear to the total trust fund or whether or not such investments are in new issues or are in new or foreign enterprises and without being limited to the classes of investments which the trustee is or may be authorized by statute or rules or decisions of court to invest trust funds; intending hereby to authorize trustee to act in such manner as trustee shall believe to be in the best interests of the trust fund and the beneficiaries thereof;

4.D. Management of Trust Businesses. To hold and operate at the risk of the trust fund and not at the risk of trustee, any business, partnership interest or capital stock of any corporation, including closely-held corporations, received or acquired by trustee, as long as trustee may deem advisable, the profits and losses to inure or be chargeable to the trust fund and not trustee; and in connection with such operation, to incorporate

such business or operate it as a partnership, limited or general, or in any other form of organization which trustee deems appropriate;

4.E. Manage and Control. To manage, control, sell at public or private sale, convey, exchange, partition, divide, allot, subdivide, improve, repair; to grant options and to sell upon deferred payments; to pledge or encumber by mortgage or deed of trust or any other form of hypothecation; to otherwise dispose of the whole or any part of the trust fund on such terms and for such property or cash or credit, or any combination thereof, as trustee may deem best; to lease for terms within or extending beyond the duration of the trust fund for any purposes, including leases of real property for up to ninety-nine (99) years, for the purpose of exploration for and development of and removal of gas, oil, minerals and other substances; to enter into community leases; to create restrictions, easements, servitudes; to compromise, arbitrate, or otherwise adjust claims in favor of or against the trust fund; to institute, compromise and defend actions and proceedings with respect to the trust fund; and to secure such insurance, at the expense of the trust fund, as trustee may deem advisable;

4.F. Loans. To borrow for the trust fund from any person, corporation or other entity, including trustee or any related, affiliated or subsidiary corporation or business venture of trustee at such rates and upon such terms conditions as such trustee shall deem advisable, and to pledge as security therefor any of the assets of the trust fund for the benefit of which such loan is made; to execute, acknowledge and deliver bonds, mortgages, and deeds of trust, extensions of agreements, participation agreements, assignments of mortgages or deed of trust or other documents incidental thereto; to lend money upon such terms and such conditions as trustee deems to be in the best interests of the trust fund and the beneficiaries thereof, including the lending of money from one trust to another trust created hereunder, and to borrow on behalf of one trust from any other trust created hereunder, and further including the right to lend money to trustee, to any related, affiliated or subsidiary corporation or business venture of trustee, or to husband's and/or wife's probate estates but in such event such loans shall be adequately secured and shall bear the then prevailing rate of interest for loans to such persons or entities for the purposes contemplated;

4.G. Purchase. To purchase property at its fair market value as determined by trustee, in trustee's discretion, from husband's and/or wife's probate estate;

4.H. Deal with Fiduciaries. To buy from, sell to, and generally deal with trustee individually and as a fiduciary, or with partnerships, corporations, and financial or business organizations in which trustee may have an interest;

4.I. Securities. With respect to any corporation or partnership, the stocks, bonds or other securities of which, or interests in which may form a part of the trust fund:

- (1) To vote in person or in proxy;
- (2) To consent to the merger, consolidation, reorganization or dissolution of any of such corporations, or to the termination of any of such partnerships, or to the modification or amendment of any partnership agreement or corporate organization document;
- (3) To consent to the leasing, mortgaging or sale of any property of such corporation or partnership;
- (4) To surrender, exchange or substitute stocks, bonds, or other securities as an incident to the merger, consolidation, recapitalization or dissolution of any of such corporations;
- (5) To pay all assessments, subscriptions and other sums of money which trustee may deem wise and expedient for the protection and maintenance of the proportionate interest of the trust fund in said corporations or partnerships;
- (6) To enter into agreements making the trust fund liable for a pro rata share of the liabilities of any corporation which has been dissolved and in which stock is held by the trust fund, when in the opinion of trustee such action is necessary to the plan of liquidation of any such corporation;
- (7) To exercise any option or privilege which may be conferred upon the holders of such stocks, bonds, or other securities, either for the exchange or conversion of the same into other securities or for the purchase of additional securities, and to make any and all payments which may be required in connection therewith;
- (8) To join in the exercise, modification, cancellation of any voting trust, or any restrictive purchase or retirement agreement relating to any partnership interest or corporate stocks; and,
- (9) To take any other action with respect to such corporation or partnership which trustee, in trustee's discretion, deems necessary and proper to protect and further the interests of the trust fund and the beneficiaries thereof, and in so doing to exercise any and all powers which may otherwise be granted to the legal owner of any such corporate stock or partnership interest;

4.J. Contracts. To enter into contracts which are reasonably incident to the administration of the trust;

4.K. Agreements. To carry out the terms of any valid agreements which husband and/or wife may have entered into during husband's and/or wife's lifetime regarding property owned by the trust;

4.L. Indebtedness. With respect to any indebtedness owed to the trust, secured or unsecured:

(1) To continue the same upon and after maturity, with or without renewal or extension, upon such terms as trustee deems advisable; and,

(2) To foreclose any security for such indebtedness, to purchase any property securing such indebtedness and to acquire any property by conveyance from the debtor in lieu of foreclosure;

4.M. Nominee Name. To hold any or all of the property comprising the trust fund, including real property, stocks, bonds, or other securities or interests therein, in trustee's or a nominee's name and to take and keep any or all of such stocks, bonds or other securities in unregistered form and retain them or any of them in such condition that ownership shall pass by delivery;

4.N. Professional Assistance. To employ and compensate agents, managers, investment counselors, brokers, attorneys, accountants, and other assistants deemed by trustee to be reasonably necessary for the administration of the trust fund, and trustee shall not be liable for any losses occasioned by the good faith employment of such agents, managers, investment counselors, brokers, attorneys, accountants and other assistants, nor shall trustee be liable for any losses occasioned by any actions taken by trustee in good faith reliance upon any advice or recommendation thereof; to pay all costs, taxes, and charges in connection with the administration of the trust fund; and to be reimbursed for all reasonable expenses, including attorneys' fees, incurred in the management and protection of the trust fund and to pay his agents, managers, investment counselors, brokers, attorneys, accountants and other assistants a reasonable fee prior to court approval thereof. Any such payment by trustee of such fees shall be out of principal or income, as trustee may elect, or partially out of each. The discretion of trustee to pay these expenses from income or principal, or partially from each, may be exercised not only in the interests of the trust fund but for the benefit of any beneficiary thereof; subject, however, to trustee's fiduciary obligation to treat income beneficiaries and remaindermen equitably;

4.O. Divisions and Distributions. In any case in which trustee is required, pursuant to the provisions of any trust created herein, to divide any trust property into parts or shares for the purpose of distribution, or otherwise, to make the division and distribution (pro rata or otherwise) in kind, including undivided interests in any property, or partly in kind

and partly in money, and for this purpose to make such sales of trust property as trustee may deem necessary, and on such terms and conditions as trustee shall deem fit, and to determine the relative value of the securities or other properties so allotted or distributed. Trustee's determination of values and of the property for such distribution shall be conclusive. In making distributions pursuant to this paragraph, trustee should consider the tax bases of the various assets that are being distributed, so that the aggregate tax basis of assets distributed to the various distributees is as equal as possible. The decision of trustee in distributing assets in reliance on this paragraph shall be binding, and shall not be subject to challenge by any beneficiary hereunder;

4.F. Tax Consequences. To prepare and file returns and arrange for payment with respect to all local, state, federal and foreign taxes incident to this agreement; to take any action and to make any election, in trustee's discretion, to minimize the tax liabilities of this trust agreement and its beneficiaries, and trustee shall allocate the benefits among the various beneficiaries, and trustee shall make adjustments in the rights of any beneficiaries, or between the income and principal accounts, to compensate for the consequences of any tax election or any investment or administrative decision that trustee believes has had the effect of directly or indirectly preferring one beneficiary or group of beneficiaries over others;

4.G. Bonds; Premium Amortization. To purchase any government bonds and to pay such premiums in connection therewith as trustee deems advisable; provided, however, that any such premium shall be repaid to principal out of the interest on the bond and, to the extent necessary, out of the proceeds from the sale or other distribution of such bond;

4.H. Bank Accounts. To open and maintain bank accounts in the name of trustee with any bank, trust company or savings and loan association authorized and doing business in any State of the United States of America. If more than one trustee shall be acting, the trustees may designate one or more of them to conduct banking activities and to make deposits, withdrawals and endorsements upon giving written notice of such designation to the bank, trust company, or savings and loan association in question; and such bank, trust company or savings and loan association shall be protected in relying upon such designation;

4.I. Principal and Income. Except as otherwise provided herein, trustee shall not be required to establish any reserve for depreciation or to make any charge for depreciation against all or any portion of the income of the trust fund, including any income realized through use of any portion of the trust fund principal in the conduct of a business by the trust fund; but trustee shall have the power, exercisable in trustee's discretion, to determine whether to establish such a reserve and, if so, to fund the same by appropriate charges against the income of the trust fund, such

reserve and charges to be established on such assumptions and in such amounts as trustee, in the trustee's discretion, shall determine. In exercising this discretion conferred on trustee, trustee is requested to take into consideration the fact that settlors' intent is to benefit primarily the income beneficiaries of the trust fund; and,

4.7. General Powers. To do any and all other acts necessary, proper or desirable for the benefit of the trust fund and its beneficiaries, and to effectuate the powers conferred upon the trustee hereunder.

ARTICLE V

SETTLORS' RETAINED POWERS

5.A. Revocation. During the joint lifetimes of settlors, this trust agreement may be revoked in whole or in part with respect to the community estate by an instrument in writing signed by either settlor and delivered to trustee and the other settlor, and with respect to separate property by an instrument in writing signed by the settlor who contributed that property to the trust, delivered to trustee. In the event of such revocation, the community estate or the revoked portion shall revert to both settlors as their community property, and the separate estate shall revert to the settlor respectively creating it and shall constitute his or her separate or quasi-community property as if this trust agreement had not been created. If this trust agreement is revoked with respect to all or a major portion of the assets subject to the agreement, trustee shall be entitled to retain sufficient assets to reasonably secure payment of the liabilities lawfully incurred by trustee in the administration of the trust, including trustee's fees that have been earned, unless settlors shall indemnify trustee against loss or expense.

5.B. Amendment. Settlors may at any time during their joint lifetimes amend any of the terms of this trust agreement by an instrument in writing signed by both settlors and delivered to trustee. No amendment shall substantially increase the duties or liabilities of trustee or change trustee's compensation without trustee's consent, nor shall trustee be obligated to act under such an amendment unless trustee accepts it. If a trustee is removed, settlor shall pay to trustee any sums due and shall indemnify trustee against liability lawfully incurred by trustee in the administration of the trusts.

5.C. Revocation and Amendment by Surviving Settlor. On the death of the first settlor, the surviving settlor shall have the power to amend, revoke, or terminate the "Marital Trust" (as hereinafter defined in Paragraph 6.D.), but the "Residual Trust" (as hereinafter defined in Paragraph 6.D.) may not be amended, revoked, or terminated.

On revocation or termination of the Marital Trust, all of its assets shall be delivered to the surviving settlor. Revocation and amendment shall be made in the manner as herein above provided in Paragraphs 5.A. and 5.B.

On the death of the surviving settlor, neither trust may be amended, revoked, or terminated.

5.D. Powers Personal to Settlor. The powers of settlors to revoke or amend this trust agreement are personal to settlors and shall not be exercisable in settlors' behalf by any guardian, conservator, or other person, except that revocation or amendment may be authorized, after notice to trustee, by the court that appointed the guardian or conservator.

5.E. Life Insurance.

(1) All rights, benefits, privileges, and options available to settlors during settlors' lifetimes as the owners of or the insured under any and all insurance policies, if any, within the operation of this trust agreement shall be retained by and for the sole benefit of settlors, regardless of the terms of this agreement and of the fact that trustee is named beneficiary in such policies, and shall not be subject to the trust.

(2) During the lifetime of husband or wife, as the case may be, the duty and responsibility concerning the payment of premiums and other charges, if any, within the operation of the trust shall rest solely upon husband and/or wife unless this responsibility has been expressly delegated to and accepted by trustee, or unless subsequent provisions of this agreement specifically provide to the contrary.

(3) It is the husband's and/or wife's intention to transfer the rights to the trust and to make the trust the beneficiary of certain policies of life insurance insuring the life of husband and/or his wife and owned by the other spouse. Any such policies shall be held in trust during the life of the insured, in the discretion of trustee, and collected upon the respective insured spouse's death. During the lifetime of the insured spouse, however, and while the insured spouse is acting as trustee, the insured spouse shall have no power over such policies as trustee. Any decisions with respect to such policies shall be made by the other trustees then acting. Trustee shall not apply these policies in any manner whatsoever for the insured spouse as beneficiary hereunder. During the lifetime of the owner of the rights, however, it is hereby agreed that the rights will remain such spouse's separate property with the insured spouse having no community or other interest therein.

(4) Upon the death of husband or wife, as the case may be, the trustee shall proceed immediately to collect the net proceeds of policies, if any, on the life of husband or wife, as the case may be, which are then payable to trustee, and shall hold

Handwritten signature and date: [Signature] 9/7/71

such proceeds for the purposes and upon the trusts provided in Article VI of this agreement. Payment to trustee by an insurance company of the proceeds of any of such policies and receipt of such proceeds and release from such policies by trustee shall be a full discharge of the liability of such insurance company with respect to such proceeds, and no insurance company need inquire into or take notice of this agreement or see to the application of such payments. Trustee may, and upon being indemnified to its satisfaction against all costs and expenses so incurred, shall prosecute and maintain any litigation necessary to enforce payment of such policies.

3.F. Tangible Personal Property. While the husband and/or wife are living, husband and wife reserve the right to retain the control, use and possession of any or all of the tangible personal property included in the trust fund as one of the retained benefits from the trust fund. Husband and wife undertake to preserve and maintain all such retained property. Husband and/or wife expressly limit trustee's responsibility with respect to the property so retained to its function as the holder of legal title until husband and/or wife surrender his or her right to the use and possession of any such property or until his and/or her death. Husband and/or wife may surrender his and/or her right to the use and possession of any such property, and from time to time by written notice to trustee may resume the use and possession of any such surrendered property if it is then a part of the trust fund and available for such use. In addition, husband and/or wife shall have the right, exercisable by written notice to trustee on terms specified by them, to direct the sale, transfer, mortgage or other disposition of any such property, with or without consideration, and trustee shall take all actions necessary to comply with the terms of such notice. In the event husband and/or wife surrender any such property to trustee, or upon their deaths, trustee shall take possession, assume control, preserve and maintain such property. Trustee shall be responsible and accountable only for that tangible personal property in the trust fund which is actually in its possession or control or, if retained by husband and/or wife, is found by application of reasonable diligence in husband's or wife's possession or control at husband or wife's death or at such other time that trustee asserts control.

3.G. Real Property. Husband and/or wife reserve the right to have complete and unlimited use and control of any real property which may ever constitute an asset of the trust estate and which is occupied by husband and/or wife for residential purposes. Such use and control shall be without rent or other pecuniary accountability to trustee. As part of such use and control, husband and/or wife and not trustee shall have the responsibility to manage such property, pay taxes, insurance, water, rent and all other charges against the property, and may, at his or her option, charge such expenses to the trust fund, or may request reimbursement for any advances made by his and/or her for such purposes.

5.H. Special Authority to Husband and/or Wife as Co-Trustees. Husband and/or wife acting as co-trustees, during their joint lifetimes, may on each one's separate direction alone negotiate securities and bank or savings accounts, and deal with the entire trust fund and its assets, including also but not limited to any real property, without two signatures being required. Any third party dealing with the trust may rely upon this singular authority without any further evidence.

ARTICLE VI

DISPOSITION OF TRUST FUND

6.A. Trustee's Basic Duties. During the term of this trust agreement, trustee shall hold, manage, invest and reinvest the trust fund, collect the income and profits from it, pay the necessary expenses of trust administration, and distribute the net income and principal as provided in this ARTICLE VI.

6.B. Disposition During Settlor's Lifetime. During the joint lifetimes of husband and wife, trustee shall pay to them or apply for their benefit the entire net income of the community estate at least quarter-annually, or in more frequent installments. At the written request of husband or wife as co-managers of the community property, trustee shall pay to him or her as community property so much of the principal of the trust estate as he or she shall request. During the joint lifetimes of husband and wife, trustee shall also pay to husband or wife, respectively, or shall apply for their benefit, the entire net income of the husband's or wife's separate estate, quarter-annually or in more frequent installments. At the written request of husband or wife who transferred the separate estate to the trust, trustee shall pay to him or her so much of the principal of the separate estate established by him or her as he or she shall request.

6.C. Disposition During Settlor's Incapacity. If at any time, in trustee's discretion, either settlor has become physically or mentally incapacitated, whether or not a court of competent jurisdiction has declared him or her incompetent, mentally ill, or in need of a conservator, trustee shall pay to the other settlor, or apply for the benefit of either settlor first from the community estate, and then equally from the separate estate of settlors, the amounts of net income and principal necessary in trustee's discretion for the proper health, support, and maintenance of both settlors in accordance with their accustomed manner of living at the date of such incapacity, until the incapacitated settlor is again able to manage his or her own affairs, or until the earlier death of either settlor. The nonincapacitated settlor may also withdraw from time to time accumulated trust income and principal of community property. Income and principal from community property so paid or withdrawn shall be held and administered as community property by the nonincapacitated settlor. Any income in excess of the amounts

applied for the benefit of the settlors shall be accumulated and added to principal of the community or the separate estate as the case may be.

6.D. Division of Trust Fund Upon Death of First Settlor.
The first settlor to die shall be called the "Deceased Spouse" and the living settlor shall be called the "Surviving Spouse." On the death of the Deceased Spouse, trustee shall divide the trust fund, including any additions made to the trust by reason of his or her death, such as from the decedent's Will or life insurance policies on the decedent's life, into two separate trusts, designated the "Marital Trust" and the "Residual Trust."

(1) The Marital Trust shall include the Surviving Spouse's interest in settlors' community property, including the Surviving Spouse's interest in the settlors' quasi-community property, and the Surviving Spouse's separate estate, if any, included in or added to the trust fund in any manner, including any undistributed or accrued income on it. The Marital Trust shall also include that amount of the trust fund as shall equal the maximum marital deduction allowable for determining the federal estate tax payable by virtue of the death of the Deceased Spouse, without regard to any property as to which the Deceased Spouse is the "deemed transferor" as defined in Section 2612 of the Internal Revenue Code, reduced by the final federal estate tax values of all other property interests that pass or have passed to or in trust for the Surviving Spouse, and that qualify for the marital deduction; provided, however, that if after taking into account all other allowed deductions and credits for federal estate tax purposes in the estate of the Deceased Spouse, such maximum marital deduction amount is in excess of that required to result in no federal estate tax being due with respect to the Deceased Spouse's estate, then the amount which shall be allocated to the Marital Trust under this subparagraph shall be reduced to the minimum amount of such marital deduction which would result in a value for the Deceased Spouse's taxable estate on which there will be no federal estate tax payable, after taking into account the amount of all other such gifts to the Surviving Spouse qualifying for the marital deduction and all other available deductions and credits against the federal estate tax. This amount, as finally determined above, may be satisfied in cash or in kind, or partly in each, with assets eligible for the marital deduction; provided, however, that assets allocated in kind shall be deemed to satisfy this amount on the basis of their values at the date or dates of distribution to the Marital Trust.

The Surviving Spouse shall have the power to require trustee to make all or part of the principal of the Marital Trust productive or to convert promptly any unproductive part of the trust fund into productive property. This power shall be exercised by the Surviving Spouse in a written instrument delivered to trustee.

(2) It is the settlors' intention to have the Marital Trust qualify for the marital deduction under Section 2056 of the Internal Revenue Code and the regulations pertaining to that section or any corresponding or substitute provisions applicable to the trust fund. In no event shall trustee take any action or have any power that will impair the marital deduction, and all provisions regarding the Marital Trust shall be interpreted to conform to this primary objective.

(3) The Residual Trust shall consist of the balance of the trust fund.

(4) If the Surviving Spouse requires the use of the principal residence used by settlors during their joint lifetimes, either temporarily or permanently, such residence may be allocated in whole or in part to the Marital Trust, or to the Residual Trust, in which latter case the Surviving Spouse shall have the use of such property (or portion thereof). The allocation decision shall be made by trustee in its discretion after considering all the facts and circumstances then existing. Otherwise, settlors request, but do not direct that income items be allocated to the full extent possible to the Marital Trust.

6.E. Deferral of Division or Distribution. Whenever trustee is directed to make a distribution of trust assets or a division of trust assets into separate trusts or shares on the death of husband and/or wife, trustee may, in trustee's discretion, defer such distribution or division until six (6) months after such settlor's death.

When trustee defers distribution or division of the trust assets, the deferred division or distribution shall be made as if it had taken place at the time prescribed in this trust agreement in the absence of this paragraph, and all rights given to the beneficiaries of such trust assets under other provisions of this trust agreement shall be deemed to have accrued and vested as of such prescribed time.

6.F. Authorized Actions at Settlor's Death. At and after husband's death (and/or the wife's death), trustee is authorized and directed to pay over unto such settlor's executor, administrator, or personal representative so much of the trust fund (as hereinafter set forth in Paragraphs 6.G. and 6.H., and specifically limited to the Marital Trust at the death of the Surviving Spouse) as such executor, administrator, or personal representative shall state in writing is necessary or desirable to provide such settlor's estate with funds with which to pay settlor's funeral expenses, debts, cost of administration of settlor's estate and all of the taxes of settlor's estate, including transfer, estate and inheritance taxes which may be imposed upon settlor's estate, upon the trust fund and/or upon any property or interest in property, legal or equitable, which is included in settlor's estate for any such taxes, and any such statement of such settlor's executor, administrator, or personal

representative (regardless of the nature or extent of the assets held in settlor's estate) shall be binding and conclusive upon trustee and upon all persons and corporations having any interest in the trust fund.

(1) If such executor, administrator, or personal representative fails to furnish any such directions or if no such executor, administrator, or personal representative is appointed, trustee may, in its discretion, pay in whole or in part all debts which are due and enforceable against settlor's estate, the expenses of the last illness, funeral, and administration and all death taxes and other governmental charges imposed under the laws of the United States or of any state or country by reason of such death.

(2) If trust assets are utilized to pay any or all of the death taxes imposed under the laws of the United States, and to the extent contained in the trust fund, trustee shall first utilize those obligations of the United States which are redeemable at par when applied for such purposes (commonly referred to as "flower bonds"). Trustee is specifically authorized to utilize such obligations for payment of that portion of the estate tax attributable to assets which are not contained in the trust fund, but which are included in settlor's estate.

(3) Anything hereinbefore contained to the contrary notwithstanding, trustee shall not pay any of the charges, costs, taxes or other expenses as above specified in this Paragraph 6.F., next specified in Paragraph 6.G., as hereinbelow specified in Paragraph 6.H., or any other obligations of such settlor or such settlor's estate from funds received from qualified retirement plans that are excludable from such settlor's gross estate for federal estate tax purposes or from proceeds of insurance policies on such settlor's life. However, to the extent there are no other assets available for such purposes, or to the extent the trust includes insurance proceeds in excess of the amount of the insurance exemption available under the California Revenue and Taxation Code, trustee, in its discretion, may use insurance proceeds that are otherwise taxable in such settlor's estate for federal estate tax purposes for such payments.

6.G. Deceased Spouse's Expenses. On the death of the Deceased Spouse, and to the extent authorized by Paragraph 6.F. as hereinabove specified, trustee shall pay out of the trust fund such charges, costs, taxes or other expenses in the following manner:

(1) Any payment for estate or inheritance taxes shall be charged to and paid from the Residual Trust without apportionment or charge against any beneficiary of the trust fund.

(2) Payments for last-illness, funeral and other administration costs shall be charged to the Residual Trust, provided, however, that administration costs allocable to the

Surviving Spouse's share of the community property administered in the Deceased Spouse's estate shall be charged to the Marital Trust.

(3) Payment of any of decedent's debts shall be charged against the Residual Trust, provided, however, that to the extent that the Marital Trust includes any interest in the survivor's share of the community property, debts allocable against community property shall be charged against the Marital Trust and the Residual Trust in accordance with California law in effect at the date of decedent's death, but the charges against the Marital Trust shall not exceed the value of the survivor's share of the community property allocable to the Marital Trust.

6.H. Payments of Income to Surviving Spouse. Trustee shall pay to or apply for the benefit of the Surviving Spouse the net income of both the Marital Trust and the Residual Trust in quarter-annual or more frequent installments.

6.I. Payments of Principal to Surviving Spouse.

(1) If trustee considers the income of said trusts to be insufficient, trustee shall also pay to or apply for the benefit of the Surviving Spouse such sums out of the principal of the Marital Trust as trustee, in trustee's discretion, shall consider necessary for the Surviving Spouse's proper health, support, comfort, enjoyment, and welfare. In addition, trustee shall pay the Surviving Spouse as much of the principal of the Marital Trust as the Surviving Spouse shall request in writing.

Trustee shall exercise in a liberal manner the power to invade principal of the Marital Trust, and the rights of the remaindermen in the trust shall be considered of secondary importance.


(2) If trustee considers the income of both trusts and the principal of the Marital Trust to be insufficient, trustee shall also pay to or apply for the benefit of the Surviving Spouse such sums out of the principal of the Residual Trust as trustee, in trustee's discretion, shall consider necessary for the Surviving Spouse's proper health, support and maintenance.

Payments out of principal to the Surviving Spouse shall be made first out of the Marital Trust until it is exhausted and thereafter out of the Residual Trust, except that all or any part of those payments of this subparagraph (2) may be made from the Residual Trust without exhausting the Marital Trust if trustee considers it advisable.

6.J. Special Withdrawal Rights of Surviving Spouse. In addition to any other payments that husband or wife, as Surviving Spouse, may receive, trustee shall pay to him or her during his or her lifetime from the principal of the Residual Trust, such amounts as such Surviving Spouse may from time to time request in

withdrawing, not exceeding in any calendar year the greater of the following amounts: Five Thousand Dollars (\$5,000.00) or five percent (5%) of the value of the principal of the trust, determined as of the end of the calendar year. This right of withdrawal is noncumulative, so that if the Surviving Spouse does not withdraw, during any calendar year, the full amount to which he or she is entitled under this provision, the right to withdraw the amount not withdrawn shall lapse at the end of that calendar year.

6.F. Power of Appointment in Surviving Spouse. On the death of the Surviving Spouse, trustee shall distribute the balance then remaining, if any, of the Marital Trust, including both principal and any accrued or undistributed income, to such one or more persons or entities, including the Surviving Spouse's own estate, and on such terms and conditions, either outright or in trust, as the Surviving Spouse shall appoint by a Will specifically referring to and exercising this general power of appointment. Any of the Marital Trust not effectively appointed by the Surviving Spouse in this manner shall be added to the Residual Trust, to follow the disposition thereof in all respects as hereinafter provided; however, trustee shall, to the extent and in the manner authorized by Paragraph 6.F. (as hereinafter specified), first pay out of the Marital Trust not so appointed, the Surviving Spouse's last illness and funeral expenses, attorney's fees and other costs incurred in administering his or her probate estate, other obligations incurred for his or her support, and any estate or inheritance taxes (including interest and penalties) occasioned by the Surviving Spouse's death.

 6.G. Distribution at Surviving Spouse's Death. On the death of the Surviving Spouse, trustee shall hold, administer and distribute the Residual Trust, as then constituted, or the entire trust fund, as the case may be, all of which is hereinafter referred to as the "Trust Estate," as follows:

Trustee shall transfer and deliver, free of trust, such items of settlors' tangible personal property as may then be included in the Trust Estate to settlors' children who survive the Surviving Spouse by thirty (30) days in accordance with any written instructions left by settlors or, if no such instructions are left, in equal shares as said children shall agree. If said children cannot agree, such property shall be divided among said children by trustee in as nearly equal shares as trustee, in trustee's absolute discretion, shall deem practicable having due regard for the personal preferences of said children.

Trustee shall divide the Trust Estate into shares for settlors' then living issue so that the number of shares set aside, the issue for whom such shares shall be set aside and the relative values thereof shall be determined per stirpes.

As to each share set aside for any of settlors' then living children, trustees shall hold the same in further trust hereunder and pay over the net income of such share, as the same may then be constituted, unto the child for whom such share shall be set aside for and during the remainder of the life of such child or until the whole of such share shall have been sooner distributed unto him or her. Trustees shall also pay over unto such child, after he or she shall have attained the age of twenty-one (21) years, so much of the principal of the share set aside for such child as he or she shall request in writing at any time or times, provided, however, that the aggregate of all such payments of principal so made unto such child prior to his or her attaining the age of twenty-five (25) years shall not exceed one-quarter of the value of the share set aside for him or her at the time of the setting aside of such share; provided further that the aggregate of all such payments of principal so made unto such child prior to his or her attaining the age of thirty (30) years shall not exceed one-half of the value of the share set aside for him or her at the time of the setting aside of such share; provide further that the aggregate of all such payments of principal so made unto such child prior to his or her attaining the age of thirty-five (35) years shall not exceed three-quarters of the value of the share set aside for him or her at the time of the setting aside of such share.

In the event of the death of any child of settlors for which child a share or any undistributed part thereof shall then be held in trust hereunder, trustees shall (upon the death of such child) transfer and deliver forthwith such share, or the undistributed part thereof as shall then be held in trust hereunder, free from this trust, unto such of the then living issue, per stirpes, of the child so dying, or if there shall be no issue then living of such child so dying, then unto settlors' then living issue (whenever born), per stirpes, provided that any portion of the share of such child so dying distributable to any other child of settlors for whose benefit a share or part of a share shall then be held in trust hereunder shall be added to the share or part of a share then being held for such then living child, and shall thenceforth be held, administered and distributed as a part thereof.

As to each share so set aside (at the time hereinbefore provided for the division of the trust fund into shares) for an issue of settlor more remote than a child of settlor, trustees shall transfer and deliver forthwith unto such issue the share set aside for him or her.

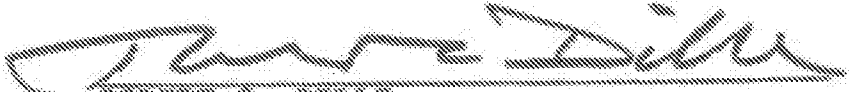
If no issue of settlors' shall be living at the death of settlors, then upon the death of the surviving spouse, or if any of settlors' children for whom a share of the Trust Estate shall have been set aside shall die prior to the distribution of the whole of such share without there being any issue of settlors surviving such child, then upon the death of such child, trustees


shall transfer and deliver such part of the trust fund as shall then be held in trust hereunder to husband's brother, JOHN FLINT DILLE, Jr., or his issue by right of representation.

TRUST: PAGE 25


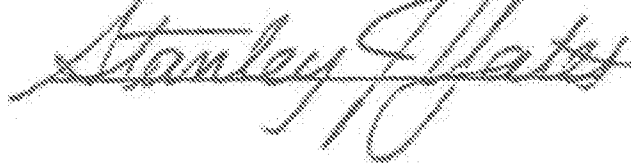
Handwritten signature and date: 9/7/70

Executed this 16th day of August, 1979, in the City of Monterey, County of Monterey, State of California.



ROBERT C. DILLE,
Settlor


VIRGINIA N. DILLE,
Settlor

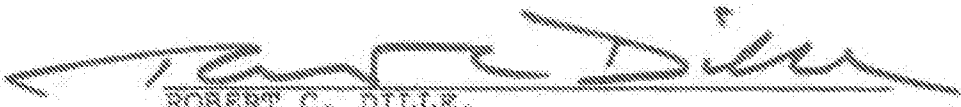
Witness:





I hereby state that the terms of this trust agreement meet the desired intentions of settlors and are in the proper legal form.


DENNIS W. FOX,
Attorney for Settlers

We hereby acknowledge receipt of the property described in Schedule A, accept the terms of THE DILLE FAMILY TRUST, and covenant that we will execute the trust with all due fidelity.


ROBERT C. DILLE,
Trustee


VIRGINIA N. DILLE,
Trustee

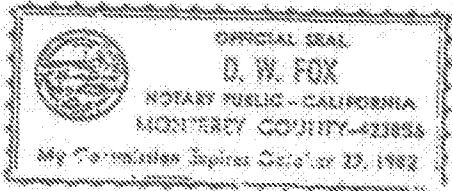
STATE OF CALIFORNIA)

) ss.

COUNTY OF MONTEREY)

On this, the 10th day of August, 1979, before me, the undersigned, personally appeared ROBERT C. DILLE and VIRGINIA W. DILLE, known to me to be the persons whose names are subscribed to the within trust agreement as settlors and trustees, and acknowledged that they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



[Handwritten Signature]
NOTARY PUBLIC

SCHEDULE A

Schedule A to THE DILLE FAMILY TRUST includes the following:

1. Ten Dollars (\$10.00) in cash

ROBERT C. DILLE		9055
COAST ROAD, NO. 1		
ROUTE 1, BOX 233		
CARMEL, CA 93923		11-21/412 121010
PAY TO THE ORDER OF	<i>Dille Family Trust</i>	<i>August 16, 1979</i>
<i>Robert C. Dille</i>		\$ 10 ⁰⁰ / ₁₀₀
		DOLLARS
CARMEL OFFICE		
WELLS FARGO BANK		
NATIONAL ASSOCIATION		
SAN CARLOS ST., CARMEL, CA 93921		
		<i>Virginia N. Dille</i>
⑆121000248⑆055 0412 302224⑆		

ACCEPTED:

DATE: *August 16, 1979*

Robert C. Dille
ROBERT C. DILLE,
Trustee

Virginia N. Dille
VIRGINIA N. DILLE,
Trustee

EXHIBIT J

COPY

AMENDMENT

THIS AMENDMENT, made and executed in the City of Monterey, State of California, by and between ROBERT C. DILLE and VIRGINIA N. DILLE (hereinafter referred to as "settlers") and ROBERT C. DILLE and VIRGINIA N. DILLE (hereinafter referred to as "trustee").

WITNESSETH

WHEREAS, on or about August 16, 1979, the parties hereto made and entered into an agreement wherein and whereby certain trusts were created and known as THE DILLE FAMILY TRUST;

WHEREAS, several provisions of said trust agreement require revision in view of the changes in the Federal Estate Tax Law effective January 1, 1982 as a result of "The Economic Recovery Tax Act of 1981" and,

WHEREAS, pursuant to the power reserved in said original agreement, the settlers now desire to amend said trust agreement in the manner particularly hereinafter set forth,

NOW, THEREFORE, IN CONSIDERATION OF THESE PREMISES AND OTHERS, IT IS AGREED AS FOLLOWS:

1. That Paragraph 2.C. of Article II of said Agreement shall be, and the same is hereby canceled, annulled and rescinded and in lieu thereof the following shall be, and the same is hereby substituted:

"2.C. Successor Trustees. If husband or wife fails to qualify or ceases to act for any reason, during his or her lifetime, the other of said trustees shall act as sole trustee of the trust. After the death of either settlor, the surviving settlor shall act as sole trustee of the Marital Trust (as hereinafter defined in Paragraph 8.D.) and the surviving settlor and settlors' friend and attorney, ARTHUR MARTIN, shall become co-trustees of the Residual Trusts (as hereinafter defined in Paragraph 8.D.). In the event that said ARTHUR MARTIN fails to qualify or ceases to act for any reason, settlors' attorney, DENNIS W. FOX, shall immediately become co-trustee with the surviving settlor. If the above-named successor co-trustees are unable to qualify or cease to act for any reason, AMERICAN GUARANTY & TRUST COMPANY, a Delaware corporation, shall immediately become co-trustee with the surviving settlor. In the event that the surviving settlor fails to qualify or ceases to act for any reason, or at the death of the surviving settlor, the then-acting co-trustee shall act as sole trustee of all trusts created hereunder. If such trustee thereafter ceases to act for any reason, the designation and order of the successor trustees shall be the same as hereinabove set forth."

2. That the following ~~Article III, Paragraph 3.A.~~ ^{Article III, Paragraph 3.A.} is added to the beginning of Paragraph 2.G. of Article II:

"Other than the income interest of the surviving settlor in Residual Trust "B" (as hereinafter defined in Paragraph 4.D.),"

3. That the words "Residual Trust" in Paragraph 3.A. of Article III and subparagraph (2) of Paragraph 3.C. of Article V shall be, and hereby are changed to read "Residual Trusts".

4. That Paragraph 3.E. of Article III shall be, and hereby is cancelled, annulled and rescinded and in lieu thereof the following shall be, and the same is hereby substituted:

"3.E. Disputes.

(1) During such time that individual co-trustees are then acting, whenever there shall be a dispute, deadlock or difference of opinion between them on a question of joint discretion, the determination of the majority shall be binding, but the dissenting trustee or trustees shall bear no liability or accountability for any act or transaction entered into as a result of the enforcement of the majority rule if such trustee or trustees shall have dissented in writing in advance of such act or transaction. Notwithstanding any power of individual signature contained in this trust agreement or hereafter conferred on the trustees, no individual co-trustee shall have the right, power or authority to make any unilateral decision affecting the trust, other than of a purely ministerial nature.

(2) If an individual trustee and a corporate trustee are acting, whenever there shall be a dispute, deadlock or difference of opinion between them on a question of joint discretion, the determination of the individual trustee shall be binding upon the corporate trustee, but the corporate trustee shall bear no liability or accountability for any act or transaction entered into as a result of the enforcement of the individual trustee's privilege if it shall have dissented in writing in advance of such act or transaction."

5. That Paragraph 6.D. of Article VI of said Agreement shall be, and the same is hereby canceled, annulled and rescinded and in lieu thereof the following shall be, and the same is hereby substituted:

"6.D. Division of Trust Fund Upon Death of First Settlor.

The first settlor to die shall be called the "Deceased Spouse" and the living settlor shall be called the "Surviving Spouse". On the death of the Deceased Spouse, trustee shall divide the trust fund, including any additions made to the trust by reason of his or her death, such as from the decedent's Will or life insurance policies on the decedent's life, into two separate trusts, designated the "Marital Trust" and the "Residual Trust".

(1) The Marital Trust shall include the Surviving Spouse's interest in settlors' community property, including the Surviving Spouse's interest in the settlors' quasi-community property, and the Surviving Spouse's separate estate, if any, included in or added to the trust fund in any manner, including any undistributed or accrued income on it.

The Surviving Spouse shall have the power to require trustee to

make all or part of the principal of the Marital Trust productive or to convert promptly any unproductive part of the Marital Trust into productive property. This power shall be exercised by the Surviving Spouse in a written instrument delivered to trustee.

(2) The Residual Trust shall include the Deceased Spouse's interest in settlors' community property, including the Deceased Spouse's interest in the settlors' quasi-community property, and the Deceased Spouse's separate estate, if any, included in or added to the trust fund in any manner, including any undistributed or accrued income on it. The Residual Trust shall be further divided into two (2) separate trusts:

(a) Residual Trust "A" shall consist of the maximum pecuniary (i.e., dollar) amount of the Deceased Spouse's estate not qualifying for the federal estate tax marital deduction which will not cause any more than the minimum possible federal estate tax at the death of the Deceased Spouse, after taking into account (1) all deductions and credits allowable for federal estate tax purposes (including the state death tax credit provided the use of said credit does not require an increase in the amount of state death taxes paid) and (2) the net value of all other property included in the Deceased Spouse's gross estate which passes or has passed under this trust agreement or otherwise to any other person, trust or entity and which does not qualify for the federal estate tax marital or charitable deduction. For purpose of determining the amount of this transfer, final federal estate tax values shall control, and account shall not be taken of any credit that would cause the marital deduction to be disallowed in whole or in part, or of any item not deductible for estate tax purposes because claimed for income tax purposes but all transfers under this trust agreement or otherwise for which the marital deduction would have been allowed but for disclaimer by the Surviving Spouse or non-election by the trustee shall be treated for this purpose as if that deduction had been allowed. This amount, as finally determined above, may be satisfied in cash or in kind, or partly in each, and shall include any policies of insurance the Deceased Spouse may have owned at his or her death on the life of the Surviving Spouse.

(b) Residual Trust "B" shall consist of the balance of the Residual Trust.

(c) Only assets eligible for the estate tax marital deduction shall be allocated to Residual Trust "B", and assets shall not be allocated to Residual Trust "B" for which a foreign death tax credit is allowable, unless other property of the Residual Trust is insufficient to fully fund Residual Trust "B". It is the settlors' intention to have said Residual Trust "B" qualify for the marital deduction under Section 2056(b)(7) of the Internal Revenue Code and the regulations pertaining to that section or any corresponding or substitute provisions applicable to the trust fund. In no event shall trustee take any action or have any power that will impact the marital deduction, and all provisions regarding said Residual Trust "B" shall be interpreted to conform to this primary objective; provided, however, notwithstanding the foregoing admonition, trustee may choose to elect to not so qualify all or a portion of said Residual Trust "B" for the marital deduction if, in trustee's absolute discretion, such choice would be in the

best interests of the beneficiaries of this trust. In exercising this discretion conferred on trustee, trustee is requested to take into consideration the fact that settlors' intent is to benefit primarily the Surviving Spouse and the interests of the remaindermen should be considered of secondary importance.

(ii) The Surviving Spouse shall have the power to require trustee to make all or part of the principal of Residual Trust "B" productive or to convert promptly any unproductive part of Residual Trust "B" into productive property. This power shall be exercised by the Surviving Spouse in a written instrument delivered to trustee.

(iii) In the event of non-election of a portion or of all of Residual Trust "B", or in the event of a disclaimer by the Surviving Spouse in Residual Trust "B", such non-elected or disclaimed portion shall be added to Residual Trust "A" and shall, for all purposes under this trust agreement, be treated as a part thereof.

(iv) At the death of the Surviving Spouse, any accrued but unpaid income on Trust "B" shall be added to the Marital Trust or, if the Marital Trust has been previously revoked by the Surviving Spouse, to the Surviving Spouse's estate.

(3) If the Surviving Spouse required the use of the principal residence used by settlors during their joint lifetimes, either temporarily or permanently, such residence may be allocated in whole or in part to the Marital Trust, or to the Residual Trusts, in which latter case the Surviving Spouse shall have the use of such property (or portion thereof). The allocation decision shall be made by trustee in its discretion after considering all the facts and circumstances then existing. Otherwise, settlors request, but do not direct that income items be allocated to the full extent possible to the Marital Trust."

6. That Paragraphs 8.F., 8.G., 8.H., 8.I. and 8.J. of Article VI of said Agreement shall be, and the same are hereby canceled, annulled and rescinded and in lieu thereof the following shall be, and the same are hereby substituted:

"8.F. **Authorized Actions at Settlor's Death.** At and after husband's and/or wife's death, trustee is authorized and directed to pay over unto such settlor's executor, administrator, or personal representative so much of the trust fund (as hereinafter set forth in Paragraphs 8.G. and 8.K., and as specifically limited in subparagraph (1) at the death of the Surviving Spouse) as such executor, administrator, or personal representative shall state in writing is necessary or desirable to provide such settlor's estate with funds with which to pay settlor's funeral expenses, debts, cost of administration of settlor's estate and all of the taxes of settlor's estate, including transfer, estate and inheritance taxes which may be imposed upon settlor's estate, upon the trust fund and/or upon any property or interest in property, legal or equitable, which is included in settlor's estate for any such taxes, and any such statement of such settlor's executor, administrator, or personal representative (regardless of the nature or extent of the assets held in settlor's estate) shall be binding and conclusive upon trustee and upon all persons and corporations having any interest in the trust fund.

(1) At the death of the Surviving Spouse, such authorized payments shall be limited to the Marital Trust and shall specifically exclude the payment of any generation-skipping transfer tax; provided, however, that any transfer, estate and inheritance taxes which may be imposed upon Residual Trust "B" shall be paid by trustee from said Residual Trust "B".

(2) If such executor, administrator, or personal representative fails to furnish any such directions or if no such executor, administrator, or personal representative is appointed, trustee may, in its discretion, pay in whole or in part all debts which are due and enforceable against settlor's estate, the expenses of the last illness, funeral, and administration and all death taxes and other governmental charges imposed under the laws of the United States or of any state or country by reason of such death.

(3) If trust assets are utilized to pay any or all of the death taxes imposed under the laws of the United States, and to the extent contained in the trust fund, trustee shall first utilize those obligations of the United States which are redeemable at par when applied for such purposes (commonly referred to as "Flower bonds"). Trustee is specifically authorized to utilize such obligations for payment of that portion of the estate tax attributable to assets which are not contained in the trust fund, but which are included in settlor's estate.

(4) Anything hereinbefore contained to the contrary notwithstanding, trustee shall not pay any of the charges, costs, taxes or other expenses as above specified in this Paragraph 6.F., next specified in Paragraph 6.G., as hereinbelow specified in Paragraph 6.H., or any other obligations of such settlor or such settlor's estate from funds received from qualified retirement plans that are excludable from such settlor's gross estate for federal estate tax purposes or from proceeds of insurance policies on such settlor's life. However, to the extent there are no other assets available for such purposes, or to the extent the trust includes insurance proceeds in excess of the amount of the insurance exemption available under California Law, trustee, in its discretion, may use insurance proceeds that are otherwise taxable in such settlor's estate for federal estate tax purposes for such payments.

6.G. Deceased Spouse's Expenses. On the death of the Deceased Spouse, and to the extent authorized by Paragraph 6.F. as hereinabove specified, trustee shall pay out of the trust fund such charges, costs, taxes or other expenses in the following manner:

(1) Any payment for estate or inheritance taxes shall be charged to and paid from Residual Trust "A" without apportionment or charge against any beneficiary of the trust fund.

(2) Payments for last-illness, funeral and other administration costs shall be charged to Residual Trust "A", provided, however, that administration costs allocable to the Surviving Spouse's share of the community property administered in the Deceased Spouse's estate shall be charged to the Marital Trust.

(3) Payment of any decedent's debts shall be charged against Residual Trust "A", provided, however, that to the extent that the Marital Trust includes any interest in the survivor's share of the

community property, decedent's share of community property shall be charged against the Marital Trust and Residual Trust "A" in accordance with California Law in effect at the date of decedent's death, but the charges against the Marital Trust shall not exceed the value of the survivor's share of the community property allocable to the Marital Trust.

8.H. Payments of Income.

(a) Trustee shall pay to or apply for the benefit of the Surviving Spouse the net income of the Marital Trust and Residual Trust "B" in quarter-annual or more frequent installments.

(b) Trustee, in its sole and absolute discretion, shall pay to or for the benefit of the Surviving Spouse and/or the Decedent Spouse's issue, in equal or unequal distributions, such part of the net income of Residual Trust "A" on a yearly or such other basis as deemed advisable for the comfort and maintenance of such beneficiaries. Such power is to be exercised by the trustee in its sole discretion but with full knowledge that one purpose of said distribution would be to avoid the tax provisions concerning income accumulation by trusts and the resulting tax recomputations required by the trust beneficiaries upon final distribution of any accumulated income. Any income not so distributed shall be added to principal.

8.I. Payments of Principal to Surviving Spouse.

(1) If trustee considers the income of said trusts to be insufficient, trustee shall also pay to or apply for the benefit of the Surviving Spouse such sums out of the principal of the Marital Trust as trustee, in trustee's discretion, shall consider necessary for the Surviving Spouse's proper health, support, comfort, enjoyment, and welfare. In addition, trustee shall pay the Surviving Spouse as much of the principal of the Marital Trust as the Surviving Spouse shall request in writing.

Trustee shall exercise in a liberal manner the power to invade principal of the Marital Trust, and the rights of the remaindermen in the trust shall be considered of secondary importance.

(2) If trustee (if co-trustees are then acting and the Surviving Spouse is a co-trustee, this power shall be limited to the co-trustee or co-trustees other than the Surviving Spouse) considers the income of the Marital Trust and both Residual Trusts and the principal of the Marital Trust to be insufficient, trustee shall also pay to or apply for the benefit of the Surviving Spouse such sums out of the principal of either Residual Trust as trustee, in trustee's discretion, shall consider necessary for the Surviving Spouse's proper health, support and maintenance.

Payments out of principal to the Surviving Spouse shall be made first out of the Marital Trust until it is exhausted, then out of Residual Trust "B" until it is exhausted and thereafter out of Residual Trust "A".


8.J. Special Withdrawal Rights of Surviving Spouse. In addition to any other payments that husband or wife, as Surviving Spouse, may receive, trustee shall pay to him or her during his or her lifetime from the principal of Residual Trust "B" until it is exhausted and thereafter out of Residual Trust "A" (specifically excluding,

however, the cash or surrender value of any insurance on the life of the Surviving Spouse), such amounts as such Surviving Spouse may from time to time request in writing, not exceeding in any calendar year the greater of the following amounts: Five Thousand Dollars (\$5,000.00) or five percent (5%) of the value of the principal of said Residual Trust "B" (or five percent (5%) of the value of the principal of said Residual Trust "A" if Residual Trust "B" has been exhausted, determined as of the end of the calendar year. This right of withdrawal is noncumulative, so that if the Surviving Spouse does not withdraw, during any calendar year, the full amount to which he or she is entitled under this provision, the right to withdraw the amount not withdrawn shall lapse at the end of that calendar year."

7. Except as the same may be amended hereby, the provisions of said trust agreement dated August 16, 1979, shall be, and the same are hereby ratified and confirmed.

IN WITNESS WHEREOF, this Amendment is executed on this 5th day of January, 1982, at Monterey, California.



ROBERT C. DILLE,
Settlor-Trustee


VIRGINIA N. DILLE,
Settlor-Trustee

STATE OF CALIFORNIA }
COUNTY OF MONTEREY } =

On this 5th day of JANUARY, 1982, before me, the undersigned, personally appeared ROBERT C. DILLE and VIRGINIA N. DILLE, known to me to be the persons whose names are subscribed to the within instrument and also known to me to be the persons whose names are subscribed to that certain unrecorded trust agreement dated August 16, 1979, and known as THE DILLE FAMILY TRUST, and acknowledged to me that they executed the same.

WITNESS my hand and official seal.


NOTARY PUBLIC

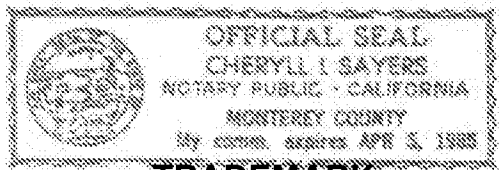


EXHIBIT K

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA

IN RE:)
)
DILLE FAMILY TRUST,) Bankruptcy No. 17-24771-JAD
)
Debtor.) Chapter 11
)
X

MEMORANDUM OPINION

It is clear and convincing that the above captioned Chapter 11 case is not making any meaningful progress towards a successful reorganization. In fact, the undisputed record of this case is that while the debtor has been a debtor-in-possession, it

1. Has no business operations;
2. Has no meaningful income;
3. Is liquidating as opposed to reorganizing;
4. Has incurred administrative expenses in the form of professional fees and yet has no liquid assets available to satisfy them;
5. Has incurred administrative expenses in the form of professional fees, yet does not identify them in its monthly financial reports (as the line item for professional fees incurred reflects nothing in each report on file);
6. Has invoked the automatic stay for the primary purpose of

avoiding a trial regarding the debtor's alleged interest in various intellectual property;

7. Has replaced the non-bankruptcy forum litigation costs with the costs associated with the litigation that has consumed this bankruptcy case (namely, whether the debtor is eligible for bankruptcy relief; whether this case was filed in good faith; whether the debtor may sell the disputed assets; and whether the automatic stay should be lifted as to the entities having a competing interest in the disputed property);
8. Has obfuscated lawful discovery requests propounded by litigants who have challenged the debtor's eligibility to be a debtor in bankruptcy, who have challenged the good faith basis of the debtor's commencement of this case (i.e., have contended that the bankruptcy is nothing but a litigation tactic), and who have challenged the debtor's ability to sell the disputed property interests;
9. Has provided affidavits which are evasive or incomplete or misleading in support of defective answers to discovery;
10. Has ignored and/or obfuscated directives of this Court to produce documents responsive to lawful discovery requests and has provided no convincing arguments excusing such failures;
11. Has improperly and without appropriate excuse withheld documents responsive to discovery requests;
12. Cavalierly claimed that its woefully inadequate responses to discovery were "un-important" or "no big deal" or something to that effect, despite the fact that the debtor is a fiduciary, has a duty to answer discovery and despite the

fact that the debtor bears the burden of proving that its bankruptcy case is one that has been filed and prosecuted in good faith;

13. Is unable to pay a monetary sanction as a result of its failure to answer lawful discovery as the debtor has no liquid assets;
14. Has not demonstrated to the Court and has not convinced the Court that the debtor's contumacious failure to respond to discovery requests will cease;
15. Despite the fact that it acknowledged the existence of the ownership dispute(s) as to intellectual property rights at issue in this case, has improperly sought to pursue a "free and clear" sale of the disputed or alleged rights only to be "corrected" once the Court and certain parties-in-interest questioned the legitimacy of such efforts;
16. Has listed on the internet various assets for sale without first obtaining prior approval of this Court;
17. Has consulted or utilized the services of counsel (Mr. Herrman) who has not been retained by an order of this Court, and who may have a conflict of interest (as his firm is an alleged pre-petition creditor and his spouse is both an alleged trustee of the Dille Family Trust and owner of a related entity that is alleged to have entered into a licensing agreement with the debtor); and
18. Admitted that the beneficiaries of the debtor-trust are deadlocked, and one 50% beneficiary received no notice and did not consent to the filing of the instant bankruptcy.

In light of all of the circumstances of this case, the record is clear

and convincing that "cause" supports the appointment of a Chapter 11 Trustee in this case pursuant to 11 U.S.C. §§ 1104(a)(1) and (a)(2).

Such appointment is not only appropriate given the aforementioned items of "cause," it is also appropriate given the acrimony and pervasive litigation that has consumed this case. See e.g. In re Marvel Entertainment Group, Inc., 140 F.3d 463 (3d Cir. 1998)(appointment appropriate given high level of acrimony).

In rendering its decision directing the appointment of a Chapter 11 Trustee, the Court duly considered the debtor's suggestion that an examiner be appointed in lieu of the appointment of a trustee.

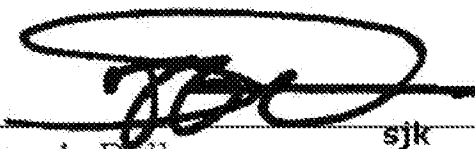
However, it is unlikely that the costs associated with the appointment of an examiner would be any less than that of a trustee. In addition, an examiner's investigation will do nothing but further add an element of delay to this case. Moreover, an examiner lacks the requisite powers and duties of management, which is necessary to move this case forward in a Chapter 11.

Finally, the primary litigants in this case support the appointment of a Chapter 11 Trustee, even noting that such

appointment could have the salutary effect of promoting the possibility of settlement for the benefit of all constituencies.

For all of these reasons, an Order shall be entered that directs the Office of the U.S. Trustee to immediately appoint a Chapter 11 Trustee.

SO ORDERED this 25th day of July, 2018.



Jeffery A. Deller sjk
Chief U.S. Bankruptcy Judge

cc: Michael Kaminski, Esq.
Aurelious Robleto, Esq.
Edgardo Santillan, Esq.
Office of the U.S. Trustee

FILED
7/25/18 7:48 am
CLERK
U.S. BANKRUPTCY
COURT - WDPA

EXHIBIT L

From: Lorraine Williams <lwill122@aol.com>
Date: August 26, 2018 at 1:22:06 PM CDT
To: louise.goer@gmail.com
Subject: Termination of Trustee

Dear Louise--

Based on numerous factors, by unanimous agreement of the beneficiaries, we have removed you as the Trustee for the Dille Family Trust (DFT) effective immediately. You are to cease all involvement with the DFT and to provide any trustee with all DFT property and records.

All our rights are, of course, respectfully reserved.

Thank you for your attention to this matter.

Sincerely,

Lorraine Dille Williams
Beneficiary

EXHIBIT M

-----Original Message-----

From: Lorraine Williams <lille123@aol.com>

To: louise.geer <louise.geer@gmail.com>

Sent: Fri, Feb 22, 2019 8:11 pm

Subject: Notice of Meeting Regarding the Status of the Dille Family Trust

DILLE FAMILY TRUST

To: Louise A. Geer, Esq.

VIA Email: louise.geer@gmail.com

From: Lorraine Dille Williams

From: Flint Dille

Dear Ms. Geer:

In the wake of the recent dismissal with prejudice of the improvidently filed Chapter 11 bankruptcy case on behalf of the Dille Family Trust at your authorization be advised that a telephonic meeting of the Dille Family Trust will be held on Monday, February 25th at 12:00 Noon PST among the sole beneficiaries and Ms. Geer. A dial-in of 641-715-0832 and Access Code 168980 is provided.

The agenda will include, inter alia, the following:

1. Confirmation of removal Louise A. Geer, Esq. as Trustee of the Dille Family Trust in any capacity
2. Preservation of the books and records of the Dille Family Trust maintained by Louise A. Geer, Esq. to the beneficiaries designee
3. The transfer of all files and books and records of the Dille Family Trust maintained by Louise A. Geer, Esq. to the beneficiaries designee

If you decline to attend by phone, the meeting will proceed in your absence, and you will be notified of the steps taken by the sole beneficiaries in addressing the above agenda. Thank you for your anticipated cooperation.

Regards,

Lorraine Dille Williams

Flint Dille

EXHIBIT N

Minutes of Telephonic Meeting
Monday February 25th 2019
12 PM PST

In attendance

Lorraine Dille Williams, Beneficiary
Flint Dille, Beneficiary
Louise Geer, Former Trustee removed August 26, 2018

1- The first order of business is to confirm the removal of Louise A. Geer, Esq. as Trustee. She was removed by unanimous consent of the Trust August 26, 2018.

CONFIRMED- Unanimous Vote of Beneficiaries

The second order of business is to confirm the letter demanding the preservation of all records and documents

CONFIRMED- Unanimous Vote of the Beneficiaries

The third order of business is to request the return of all records and documents to our designee from former Trustee. The name and address of that designee will be forwarded to Geer in writing.

CONFIRMED- Unanimous Vote of Beneficiaries

The business of the Dille Family Trust was completed and the telephonic meeting adjourned 12:04 pm PST.

EXHIBIT O

INSTRUMENT CONFIRMING REQUEST FOR MANDATORY DISTRIBUTION AND
REMOVAL OF ENTIRETY OF SHARES OF PRINCIPAL IN TRUST ESTATE OF
THE DILLE FAMILY TRUST

This instrument is being entered into in accordance with with that certain Trust Agreement executed by Robert C. Dille and Virginia N. Dille under date of August 16, 1979, as amended on January 5, 1982 (the "Trust Agreement").

WHEREAS, Robert C. Dille and Virginia N. Dille, settlors under the Trust Agreement are both deceased;

WHEREAS, FLINT DILLE and LORRAINE DILLE WILLIAMS are the sole children of Robert C. Dille and Virginia N. Dille, and now both are over the age of 35;

Under Section 6.L. of the Trust Agreement both FLINT DILLE and LORRAINE DILLE WILLIAMS now request in writing the entirety of all of their respective shares per stirpes (50%/50% each) of the entirety of the principal in the Dille Family Trust immediately, which shall be distributed upon such written request.

Executed as of February 20, 2019

FLINT DILLE, Beneficiary



LORRAINE DILLE WILLIAMS, Beneficiary



INSTRUMENT CONFIRMING REQUEST FOR MANDATORY DISTRIBUTION AND
REMOVAL OF ENTIRETY OF SHARES OF PRINCIPAL IN TRUST ESTATE OF
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Under Section 6.L. of the Trust Agreement both FLINT DILLE and LORRAINE DILLE WILLIAMS now request in writing the entirety of all of their respective shares per stirpes (50%/50% each) of the entirety of the principal in the Dille Family Trust immediately, which shall be distributed upon such written request.

Executed as of February 20, 2019



FLINT DILLE, Beneficiary

LORRAINE DILLE WILLIAM, Beneficiary

EXHIBIT P

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM512414

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DILLE FAMILY TRUST		03/01/2019	Trust: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	BUCK ROGERS COMPANY		
Street Address:	115 Airdale Road		
City:	Bryn Mawr		
State/Country:	PENNSYLVANIA		
Postal Code:	19010		
Entity Type:	Limited Liability Company: PENNSYLVANIA		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Serial Number:	77831213	BUCK ROGERS	
Serial Number:	77831393	BUCK ROGERS	
Serial Number:	77650082	BUCK ROGERS	
Serial Number:	85512662	BUCK ROGERS IN THE 25TH CENTURY	
Serial Number:	86730085	BLACK BARNEY	
Serial Number:	86730074	DR. HUER	
Serial Number:	86730066	KILLER KANE	
Serial Number:	86730089	WILMA DEERING	
CORRESPONDENCE DATA			
Fax Number:	2155686499		
<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>			
Phone:	215-568-6400		
Email:	CBystrycki@vklaw.com		
Correspondent Name:	John J. O'Malley		
Address Line 1:	30 SOUTH 17TH STREET		
Address Line 2:	SUITE 1800		
Address Line 4:	PHILADELPHIA, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	PFN-2733		
NAME OF SUBMITTER:	John J. O'Malley		

OP \$215.00 77831213

SIGNATURE:	/John J. O'Malley/
DATE SIGNED:	03/01/2019
Total Attachments: 6 source=20190301_COUNTERSIGNED_Trademark_Assignment_#6_(US_Pending_&_Opposed)#page1.tif source=20190301_COUNTERSIGNED_Trademark_Assignment_#6_(US_Pending_&_Opposed)#page2.tif source=20190301_COUNTERSIGNED_Trademark_Assignment_#6_(US_Pending_&_Opposed)#page3.tif source=20190301_COUNTERSIGNED_Trademark_Assignment_#6_(US_Pending_&_Opposed)#page4.tif source=20190301_COUNTERSIGNED_Trademark_Assignment_#6_(US_Pending_&_Opposed)#page5.tif source=20190301_COUNTERSIGNED_Trademark_Assignment_#6_(US_Pending_&_Opposed)#page6.tif	

TRADEMARK ASSIGNMENT

WHEREAS, DILLE FAMILY TRUST, with its principal address at 2100 Wilmington Road, New Castle, PENNSYLVANIA 16105 (hereinafter "Assignor"), has adopted, uses, and is the owner of the Trademark(s) set forth on the attached Schedule A (hereinafter the "Trademark(s)");

WHEREAS, BUCK ROGERS COMPANY, a Pennsylvania limited liability company (hereinafter "Assignee"), is desirous of acquiring the Trademark(s) together with the goodwill of the business symbolized thereby;

WHEREAS, by virtue of and subject to the February 28, 2019 Asset Purchase Agreement ("Asset Purchase Agreement") between the Assignor and Assignee, Assignee is the successor to the portion of the ongoing business and existing business of Assignor to which any of the Trademarks that are subject of an application for registration under Trademark Act Section 1(b), 15 U.S. Section 1051(b) pertains.

NOW, THEREFORE, for the consideration set forth in the Asset Purchase Agreement between Assignor and Assignee executed concurrently herewith, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns to the Assignee all of the right, title, and interest in and to the Trademark(s) listed on Schedule A, together with the goodwill of the business connected with the use of and symbolized by said Trademark(s), including any choses in action relating to the Trademark(s), as well as claims for damages, profits, and costs, for past, present, and future infringements of the

Trademark(s), both in equity and law. It is agreed that the Assignor shall be legally bound upon request from Assignee to execute all instruments properly which Assignee may deem necessary or desirable for securing and maintaining the Trademark(s) hereby assigned, all without further compensation to Assignor.

The undersigned warrants that the rights and property herein conveyed are free and clear of any encumbrance.

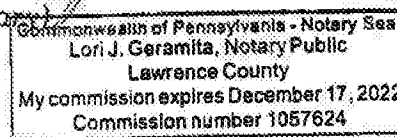
DILLE FAMILY TRUST

By: *Louise Geer*
Louise Geer as Trustee

Commonwealth of Pennsylvania }
} SS:
County of *Lawrence* }

It is on this 1st day of MARCH, 2019, that before me, a notary public, Louise A. Geer personally appeared, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same for the purposes contained therein. In witness hereof, I hereunto set my hand and official seal.

Lori J. Geramita
(Notary)



Member, Pennsylvania Association of Notaries

BUCK ROGERS COMPANY

By: *Brian McDevitt*
Name: BRIAN McDEVITT
Title: MEMBER

SCHEDULE A

Mark	Status/Status Date	Full Goods/Services
<p><u>BUCK ROGERS</u> SN: 77831213</p>	<p>Pending - Suspended January 18, 2011</p>	<p>(Int'l Class: 09) motion picture films featuring science fiction and adventure; audio-visual recordings featuring science fiction and adventure; audiovisual recordings featuring a series of television programs featuring science fiction and adventure; downloadable audio visual recordings featuring science fiction and adventure; sound recordings featuring musical soundtracks; downloadable sound recordings featuring musical soundtracks (Int'l Class: 16) a series of books featuring a collection of comic strips and information on comic strips; a series of fiction books; comic books (Int'l Class: 20) figurines made of plastic (Int'l Class: 28) toy rocket pistols, toy action figures; toy action figures with mp3 player; action dolls sold as a unit with an mp3 player (Int'l Class: 41) provision of non-downloadable television programs featuring science fiction and adventure via a global computer network and via a video on demand service; entertainment services in the nature of on-going television programs featuring science fiction and adventure; production of television programs featuring science fiction and adventure which are aired on television, via a global computer network, and played online periodically</p>
<p><u>BUCK ROGERS</u> SN: 77831393</p>	<p>Pending - Suspended February 9, 2011</p>	<p>(Int'l Class: 09) downloadable electronic games, computer game programs, computer game software; downloadable electronic games via the internet and wireless devices; downloadable multimedia files containing games; downloadable and non-downloadable sound recordings and audiovisual recordings featuring music, science fiction and adventure (Int'l Class: 16) printed materials, namely, paper party supplies in the nature of paper party bags, paper party decorations; paper school supplies, namely, paper folders, paper, paper desk supplies, namely, paper, paper folders; calendars, greeting cards (Int'l Class: 18) bags, namely, carrying cases; small articles made of leather or materials that look like leather, namely, key cases, wallets, leather cases, leather pouches, leather purses; umbrellas, wallets, all-purpose sport bags, messenger bags (Int'l Class: 21) mugs, dinnerware, serving dishes (Int'l Class: 24) bed linens, towels, comforters, curtains, shower curtains (Int'l Class: 25) clothing, namely, t-shirts, shirts, jackets; headwear; footwear (Int'l Class: 26) belt buckles (Int'l Class: 28) toys, games, and playthings, namely, action figures and accessories</p>

Mark	Status/Status Date	Full Goods/Services
		<p>therefor, toy pistols (Int'l Class: 35)</p> <p>online retail store services, mail order services, retail store services, all featuring games, books, bags, clothing, toys, videos (Int'l Class: 41)</p> <p>entertainment services, namely, providing an online computer game, providing a website with entertainment information on a comic book series and science fiction/adventure character; provision of a series of non-downloadable web-based television programs featuring science fiction and adventure via the internet; provision of a series of non-downloadable motion pictures featuring science fiction and adventure via a video on demand service; provision of non-downloadable television programs, motion pictures and segments thereof for use with mobile telephones via a video on demand service</p>
<p><u>BUCK ROGERS</u> SN: 77650082</p>	<p>Published - Opposed July 12, 2011</p>	<p>(Int'l Class: 09)</p> <p>motion picture films about science fiction, fantasy heroism and action adventure; science fiction, and motion picture films about fantasy heroism and action adventure for broadcast on broadcast mediums; audio tapes, audio-video tapes, audio video cassettes, audio video discs, and digital versatile discs featuring music, comedy, drama, action, adventure, and animation; stereo headphones; batteries; cordless telephones; audio cassette and cd players; cd rom computer game discs; telephone and radio pagers; short motion picture films about science fiction, fantasy heroism and action adventure and adventure; video cassette recorders and players, compact disc players, digital audio recorders and players; radios; mouse pads; eyeglasses, sunglasses and cases therefore; game equipment, namely, video game machines for use with televisions, hand-held electronic games adapted for use with television receivers only and player operated electronic controllers for electronic video game machines; video and computer game programs; video game cartridges and cassettes; cellular telephone accessories, namely, cell phone covers, batteries, fitted plastic films known as skins for covering and providing a scratch proof barrier, decorative charms, decorative ornaments, headsets, boosters, connectivity kits and memory cards; encoded magnetic cards (Int'l Class: 16)</p> <p>printed matter and paper goods, namely, books featuring science fiction, fantasy heroism and action adventure, comic books, magazines featuring science fiction, fantasy heroism and action adventure; stationery, writing paper, envelopes, notebooks, diaries, note cards, greeting cards, trading cards; lithographs; pens, pencils, cases therefor, erasers, crayons, markers, colored pencils, painting sets for children, chalk and chalkboards; decals, heat transfers; posters; mounted and unmounted photographs; book covers, book marks, calendars, gift wrapping paper; paper party decorations; printed patterns for costumes, pajamas, sweatshirts and t-shirts; paper party favors (Int'l Class: 25)</p> <p>clothing, namely, pajamas, t-shirts, shirts, jumpers, sweatshirts, vests, coats, jackets, overcoats, trousers, shorts, socks, gloves, ties, scarves, skirts, underwear, footwear; headgear, namely, hats, caps, head scarves, baseball caps and headbands, clothing accessories, namely, belts, gloves, suspenders, sweat bands, straps for bras</p>

Mark	Status/Status Date	Full Goods/Services
		<p>(Int'l Class: 28) toys, namely, musical toys, inflatable toys, electric action toys, punch toys, plush toys, talking toys, toy cars, role-playing toys in the nature of play sets for children to imitate real life occupations, toy boats, toy airplanes, toy weapons, toy rocket ships, construction toys, toy putty, toy scooters, toy action figures and accessories for use with toy action figures, toy model vehicles, water squirting toys and toy model space craft, toy building blocks, toy model hobby craft kits comprising paints, beads, ceramics, plastics, crayons, stencils, toy model vehicles and related accessories sold as a units, toy modeling dough kits comprising toy modeling dough, molds and accessories for use therewith sold as units, toy vehicles, toy weapons, toy model vehicles and accessories therefor sold as a unit, wind-up toys and miniature toy helmets; sporting goods, namely, beach balls, playground balls, soccer balls, sport balls, baseball balls, basketball balls, baseball bats, and baseball gloves; games, namely, action type target games, board games, card games, hand held units for playing electronic games other than those adapted for use with an external display screen or monitor, virtual arcade shooting game machines, trading card games, parlor games, action skill games, coin operated and non-coin operated pinball machine games, stand alone video game machines, collectible card games, and collectible miniature board games</p> <p>(Int'l Class: 41) entertainment services, namely, an on-going series provided through broadcast mediums, namely, television, webcasts, and radio broadcasts</p>
<u>BUCK ROGERS IN THE 25TH CENTURY</u> SN: 85512662	Pending - Suspended January 25, 2013	<p>(Int'l Class: 16) coloring books; comic books; comic magazines; comic strips; comics; date books; newspaper comic strips; note books; paper stationery; picture books; printed matter, namely, paper signs, books, manuals, curriculum, newsletters, informational cards and brochures in the field of comic books; school supply kits containing various combinations of selected school supplies, namely, writing instruments, pens, pencils, mechanical pencils, erasers, markers, crayons, highlighter pens, folders, notebooks, paper, protractors, paper clips, pencil sharpeners, writing grips, glue and book marks; series of fiction books; series of fiction works, namely, novels and books; sketch books; stationery; story books</p>
<u>BLACK BARNEY</u> SN: 86730085	Published - Opposed June 22, 2016	<p>(Int'l Class: 16) color pencils; color prints; coloring books; comic books; comic magazines; comic strips; note books; picture books; printed matter, namely, paper signs, books, manuals, curricula, newsletters, informational cards and brochures in the field of comic books; school supply kits containing various combinations of selected school supplies, namely, writing instruments, pens, pencils, mechanical pencils, erasers, markers, crayons, highlighter pens, folders, notebooks, paper, protractors, paper clips, pencil sharpeners, writing grips, glue and book marks; series of fiction books; series of fiction works, namely, novels and books; sketch books</p>
<u>DR. HUER</u> SN: 86730074	Published - Opposed June 22, 2016	<p>(Int'l Class: 16) color pencils; color prints; coloring books; comic books; comic magazines; comic strips; note books; picture books; printed matter, namely, paper</p>

Mark	Status/Status Date	Full Goods/Services
		signs, books, manuals, curricula, newsletters, informational cards and brochures in the field of comic books; school supply kits containing various combinations of selected school supplies, namely, writing instruments, pens, pencils, mechanical pencils, erasers, markers, crayons, highlighter pens, folders, notebooks, paper, protractors, paper clips, pencil sharpeners, writing grips, glue and book marks; series of fiction books; series of fiction works, namely, novels and books; sketch books
KILLER KANE SN: 86730066	Published - Opposed June 22, 2016	(Int'l Class: 16) color pencils; color prints; coloring books; comic books; comic magazines; comic strips; note books; picture books; printed matter, namely, paper signs, books, manuals, curricula, newsletters, informational cards and brochures in the field of comic books; school supply kits containing various combinations of selected school supplies, namely, writing instruments, pens, pencils, mechanical pencils, erasers, markers, crayons, highlighter pens, folders, notebooks, paper, protractors, paper clips, pencil sharpeners, writing grips, glue and book marks; series of fiction books; series of fiction works, namely, novels and books; sketch books
WILMA DEERING SN: 86730089	Published - Opposed June 22, 2016	(Int'l Class: 16) color pencils; color prints; coloring books; comic books; comic magazines; comic strips; note books; picture books; printed matter, namely, paper signs, books, manuals, curricula, newsletters, informational cards and brochures in the field of comic books; school supply kits containing various combinations of selected school supplies, namely, writing instruments, pens, pencils, mechanical pencils, erasers, markers, crayons, highlighter pens, folders, notebooks, paper, protractors, paper clips, pencil sharpeners, writing grips, glue and book marks; series of fiction books; series of fiction works, namely, novels and books; sketch books

EXHIBIT Q

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM527722

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BUCK ROGERS COMPANY, LLC		02/28/2019	Limited Liability Company: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Ms. Diane McDevitt		
Street Address:	115 Airdale Road		
City:	Bryn Mawr		
State/Country:	PENNSYLVANIA		
Postal Code:	19010		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	77831213	BUCK ROGERS	
Serial Number:	77831393	BUCK ROGERS	
Serial Number:	85512662	BUCK ROGERS IN THE 25TH CENTURY	
Serial Number:	86730066	KILLER KANE	
Serial Number:	86730074	DR. HUER	
Serial Number:	86730085	BLACK BARNEY	
Serial Number:	86730089	WILMA DEERING	
CORRESPONDENCE DATA			
Fax Number:	2155686499		
<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>			
Phone:	215-568-6400		
Email:	CBystrycki@vklaw.com		
Correspondent Name:	John J. O'Malley		
Address Line 1:	30 South 17th Street		
Address Line 2:	Suite 1800		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	PFN-1A		
NAME OF SUBMITTER:	John J. O'Malley		

OP \$190.00 77831213

SIGNATURE:	/John J. O'Malley/
DATE SIGNED:	06/13/2019
Total Attachments: 4 source=PFN-1A_Security_Interest_Note_from_BRC_to_Diane_McDevitt_SIGNED__-20190228#page1.tif source=PFN-1A_Security_Interest_Note_from_BRC_to_Diane_McDevitt_SIGNED__-20190228#page2.tif source=PFN-1A_Security_Interest_Note_from_BRC_to_Diane_McDevitt_SIGNED__-20190228#page3.tif source=PFN-1A_Security_Interest_Note_from_BRC_to_Diane_McDevitt_SIGNED__-20190228#page4.tif	

NOTE

\$300,000.000

February 28, 2019

FOR VALUE RECEIVED, **BUCK ROGERS COMPANY, LLC**, a Pennsylvania limited liability company (hereinafter referred to as "Maker") hereby promises to pay to the order of **DIANE MCDEVITT** (herein referred to as "Payee") the principal sum of Three Hundred Thousand Dollars (\$300,000.00) together with interest thereon at the rate of Ten Percent (10%) per annum.

Principal and interest shall be payable, in lawful money of the United States, without setoff or deduction, at 115 Airdale Road, Bryn Mawr, Pennsylvania 19010 or such other place as the holder of this Note may designate, in the following manner:

Installments of principal and interest on this Note shall be paid upon demand following the Maker's agreement with a producer and/or a television or movie studio for a film or television production relating to **BUCK ROGERS**. The foregoing notwithstanding, the principal balance of this Note and all accrued and unpaid interest, shall be paid in full February 28, 2024.

Maker shall have the privilege of prepaying this Note in whole or in part, at any time without penalty. Any partial prepayment shall be applied to principal, and no partial prepayment shall postpone or interrupt monthly payments of interest accrued, fees and charges or the payment of the remaining principal balance, all of which shall continue to be due and payable at the time and in the manner set forth herein.

This Note is made pursuant to a Loan Agreement dated as of February 28, 2019 (the "Loan Agreement"). This Note is secured by a Security Agreement (the "Security Agreement") of even date, from Maker to Payee Placing (i) a First UCC Security Interest on all existing and future: contracts, accounts receivable, general intangibles and intellectual property, including without limitation, existing or pending copyrights, trademarks, service marks, trade names, leases and leasehold interests, tangible property, including without limitation, product, inventory, work in process, machinery, equipment, furniture and fixtures, and the proceeds thereof; and (ii) a Security Interest in Maker's intellectual property acquired by Maker from the Dille Family Trust pursuant to the agreement between Maker and the Dille Family Trust dated February 28, 2019. The aforesaid Loan Agreement and Security Agreement are hereinafter referred to as "Security Documents". Any failure by Maker or any other person obligated under the Security Documents to comply within the relevant grace periods specified therein, with the terms, covenants and conditions of the Security Documents shall constitute an "Event of Default" under this Note.

In addition, each of the following shall be an "Event of Default" hereunder:

1. The failure of Maker to pay Payee, or the holder of this Note, an installment of principal or interest when due.

2. The failure of Maker to pay Payee, or the holder of this Note, the principal amount of this Note in full, together with all accrued and unpaid interest, within five (5) years from the date of this Note;

3. The failure of Maker to observe or perform any other agreement or obligation under this Note or under the Security Documents within fifteen (15) days after written notice from Payee.

4. A default by Maker, or any of them, under any of the Security Documents

5. Entry of a money judgment against the Maker which is not satisfied within thirty (30) days after entry of the Judgment, or the filing of a voluntary or involuntary bankruptcy action against Maker, which is not dismissed within fifteen (15) days after the filing of the action;

Any written notice hereunder may be given by Certified mail, with a copy by ordinary mail, or by delivery to a private mail delivery company, and shall be effective when deposited in the mail, or deposited with such delivery company, whichever is applicable. The address for notices shall be:

For Maker: 940 W. Valley Road, Suite 1601, Wayne, Pennsylvania 19087

For Payee: 115 Airdale Road, Bryn Mawr, Pennsylvania 19010.

Upon occurrence of an Event of Default, the entire unpaid principal balance on this Note together with interest accrued thereon and with all other sums due or owed by Maker hereunder (including any unpaid fees) and under the terms of the Security Documents shall at the option of Payee, or the holder of this Note, and without notice to Maker become due and payable immediately with interest at the rate of Ten Percent (10%) per annum, together with a reasonable attorney's fee for collection not to exceed Ten Percent (10%) of the total amount then due by Maker to Payee, but in any event not less than Two Thousand Dollars (\$2,000.00); and payment of the same may be enforced and recovered by the entry of judgment on this Note and the issuance of execution thereon.

Maker hereby irrevocably authorizes and empowers any attorney or attorneys or the Prothonotary or Clerk of any Court of record in the Commonwealth of Pennsylvania, or elsewhere, at any time after an Event of Default to appear for Maker, or any of them, in any such court in an appropriate action there brought or to be brought against Maker, or any of them, at the suit of Payee, or any of them, or any holder of this Note, and therein to confess judgment against Maker, without notice or hearing, for the unpaid balance of the principal amount hereof of Three Hundred Thousand Dollars (\$300,000.00), together with accrued and unpaid interest thereon, and all other sums owed by Maker hereunder together with costs of suit and an attorney's fee for collection as aforesaid; and for so doing this Note or a copy hereof verified by affidavit shall be a sufficient warrant. After entry of judgment, interest on the amount of the judgment shall continue to accrue at the

rate specified above in this Note until the judgment has been paid in full.

The remedies of Payee provided herein and the warrant of attorney herein or therein contained, shall be cumulative and concurrent, and may be pursued singly, successively and together at the sole discretion of Payee shall not be exhausted by one exercise thereof, and may be exercised as often as occasion therefore shall occur, including, without limitation, the right to again confess judgment against Maker to cure defects in a prior judgment where the prior judgment confessed hereunder has been stricken; and the failure to exercise any such right or remedy shall in no event be construed as a waiver or release of the same.

Maker hereby releases Payee and said attorney or attorneys from all errors, defects and imperfections whatsoever in entering judgment by confession hereon as aforesaid or in issuing any process or instituting any proceedings relating thereto and hereby waives all benefit that might accrue to Maker by virtue of any present or future laws or rights exempting any property, real or personal, or any part of the proceeds arising from any sale of any such property, from attachment, levy or sale under execution, or requiring notice or a hearing prior thereto, or providing for any stay of execution, exemption from civil process or extension of time, and agrees that such property may be sold to satisfy any judgment entered on this Note or the Security Documents, in whole or in part and in any order as may be desired by Payee.

Maker waives presentment for payment, demand, notice of demand, notice of nonpayment or dishonor, protest and notice of protest of this Note, and all notices in connection with the delivery, acceptance, performance, default (except as otherwise provided in the loan documents), or enforcement of the payment of this Note; liability hereunder shall be unconditional.

Maker shall pay the cost of any revenue, tax or other stamps now or hereafter required by law at any time to be affixed to this Note; and if any taxes, not imposed under laws now in effect, be imposed with respect to debts secured by the Security Documents, or with respect to notes evidencing debts so secured Maker agrees to pay or to reimburse Payee upon demand the amount of such taxes and if Maker fails or refuses or is not legally permitted to do so, Payee may at its option accelerate this Note to maturity in the case of default by Maker. Nothing in this Paragraph shall be deemed to require Maker to pay income taxes, gross profits or capital stock taxes imposed generally against the Payee.

The words "Payee" and "Maker" whenever occurring herein shall be deemed and construed to include the respective heirs, personal representatives, successors and assigns of Payee and Maker.

Each person or entity named as Maker shall be fully liable for the obligations of the Maker hereunder, both jointly and severally.

This instrument shall be construed according to and governed by the laws of the Commonwealth of Pennsylvania, except to the extent that those laws may be pre-empted by the

United States of America.

This Note is given in a business transaction.

The persons executing this Note on behalf of the corporate Maker are the duly authorized officers of Maker and their execution hereof is pursuant to corporate resolution authorizing the same.

Should any provision of this Note be held to be illegal or unenforceable the balance hereof shall be construed or if the illegal or unenforceable provision was not included.

THIS NOTE CONTAINS A CONFESSION OF JUDGMENT. A JUDGMENT MAY BE OBTAINED AGAINST YOU WITHOUT NOTICE AND AN OPPORTUNITY TO BE HEARD. HAVE YOUR ATTORNEY EXPLAIN A CONFESSION OF JUDGMENT.

IN WITNESS WHEREOF, Maker has duly executed this Note under the seal as of the date and year first above mentioned.

BUCK ROGERS COMPANY, LLC:

By:



Brian McDevitt, Member

DECLARATION OF ROBERT NICHOLS FLINT DILLE

I, ROBERT NICHOLS FLINT DILLE, hereby declare as follows:

1. I am one of two sole beneficiaries of the Dille Family Trust (the "DFT") with my sister Lorraine Dille Williams being the other. I can execute this Declaration because I have firsthand knowledge of the facts.

2. I am executing this Declaration to provide notice to the general public, including the United States Patent and Trademark Office ("USPTO"), of an improper attempt by an entity identified as the Buck Rogers Company to misappropriate the ownership of U.S. Trademark Application Nos. 86730089 (WILMA DEERING), 86730085 (BLACK BARNEY), 86730074 (DR. HUER), 86730066 (KILLER KANE), 85512662 (BUCK ROGERS IN THE 25TH CENTURY), 77831393 (BUCK ROGERS), 77831213 (BUCK ROGERS), and 77650082 (BUCK ROGERS)(collectively "The DFT Trademark Portfolio"). See Exhibits A-H.

I. BACKGROUND OF THE DFT

3. My parents, Robert C. Dille and Virginia N. Dille, executed an agreement (the "Trust Agreement") on August 16, 1979 to establish the DFT. Upon execution of the Trust Agreement, my parents assigned all of their property to the DFT. A copy of the Trust Agreement is attached as Exhibit I.

4. An amendment (the "Amendment") was made to the DFT on January 5, 1982. A copy of the Amendment is attached as Exhibit J.

5. The Trust Agreement originally provided that my parents (i.e., the "Settlors") act as co-trustees. The Amendment provided, upon the death of either Settlor, that the surviving Settlor was to act as sole trustee of a marital trust and the surviving Settlor and attorney Arthur Martin were to act as Co-trustees of a residual trust.¹

6. The Trust Agreement includes additional provisions that identified other, legitimate trustees that could serve after the death of my parents. See, e.g., Exhibit I at Section 3.C.

¹ I will refer to the original trust, the marital trust, and the residual trust as the DFT throughout this Declaration.

7. My sister and I were advised by Attorney Louise A. Geer in 2011 that we alone had the power to appoint Ms. Geer as a successor trustee. However, the legality of that appointment is the subject of a current dispute in *In re Dille Family Trust*, Case No. 43-19 O.C. (CCP of Lawrence County) (the “Lawrence County Pennsylvania Orphans Court Civil Action”).

II. THE DFT’S INTELLECTUAL PROPERTY RIGHTS AND THE DISPUTES RELATING TO THOSE INTELLECTUAL PROPERTY RIGHTS

8. A primary asset of the DFT comprised intellectual property relating to the fictional character Buck Rogers. The intellectual property included the trademark rights associated with The DFT Trademark Portfolio.

9. The intellectual property associated with the character Buck Rogers was the subject of multiple disputes between the estate of Phillip Francis Nowlan or John F. Dille. The dispute was resolved in 1942 when Mr. Nowlan’s estate released and assigned the intellectual property rights to John F. Dille. Thereafter, the rights were passed down through the Dille Family and ultimately conveyed to the DFT.

10. The current dispute has been the subject of proceedings in the USPTO’s Trademark Trial and Appeal Board, the United States District Court for the Central District of California, the United States District Court for the Eastern District of Pennsylvania, the United States District Court for the Western District of Pennsylvania, and, as noted above, the Court of Common Pleas of Lawrence County, Pennsylvania (i.e., the Lawrence County Pennsylvania Orphans Court Civil Action).

11. In 2008, the Nowlan Family Trust filed an application with the USPTO seeking registration of a mark relating the character Buck Rogers. The DFT opposed the application in *Dille Family Trust v. Nowlan Family Trust*, Opposition No. 91200643 (Trademark Trial and Appeal Board)(the “USPTO Opposition Proceeding”). The opposition was dismissed in 2015.

12. The DFT then filed suit against the Nowlan Family Trust in the Eastern District of Pennsylvania to overturn the USPTO Opposition Proceeding decision in *The Dille Family Trust v. The Nowlan Family Trust*, Case No. 15-6231 (E.D. Pa.)(the “Eastern District of Pennsylvania Civil Action”).

13. The suit progressed to the point that trial was scheduled to begin on February 5, 2018. However, the DFT filed a voluntary petition for relief under Chapter 11 of the United

States Bankruptcy Code on November 28, 2017. See *In re Dille Family Trust*, Bankr No. 17-24771-JAD (Bankr. W.D. Pa.)(the “Western District of Pennsylvania Bankruptcy Proceeding”).

14. Judge Deller issued an order in the Western District of Pennsylvania Bankruptcy Proceeding on July 25, 2018 replacing Ms. Geer, for “cause”, with a bankruptcy trustee and listing eighteen numbered paragraphs of misconduct for which she was responsible. See Exhibit K.

III. THE ATTEMPTED MISAPPROPRIATION OF THE DFT TRADEMARK PORTFOLIO.

15. On or about August 26, 2018, my sister and I determined that Ms. Geer needed to be removed as trustee for the DFT. On that date, my sister and I gave written notice to Ms. Geer that she was unanimously removed as trustee of the DFT and to cease all involvement with DFT. See Exhibit L.

16. Despite the notice given, Ms. Geer continued to purport to act on behalf of the DFT.

17. The Western District of Pennsylvania Bankruptcy Proceeding was dismissed with prejudice on February 20, 2019 with Judge Deller concluding that the DFT was not a “business trust” and was ineligible for Chapter 11 relief.

18. Upon dismissal of the Western District of Pennsylvania Bankruptcy Proceeding, we, again, gave written notice to Ms. Geer on February 22, 2019 that re-confirmed that she was unanimously removed by the beneficiaries and a telephonic meeting was held in this regard on February 25, 2019. See Exhibit M.

19. On February 25, 2019 my sister and I moved by resolution to (again) re-confirm our unanimous removal of Ms. Geer as trustee of the DFT. See Exhibit N.

20. Under the terms of the Trust Agreement, its beneficiaries were accorded the unfettered right to remove the entirety of their respective shares of trust property upon attaining the age of 35. Both my sister and I, being over the age of 35, exercised the right to remove our shares of trust property. See Exhibit O. The request was effective as of February 20, 2019.

21. On or about March 1, 2019, Ms. Geer executed an assignment instrument that purported to assign The DFT Trademark Portfolio to an entity known as the Buck Rogers

Company.² The instrument was co-signed by one of the beneficiaries of the Nowlan Family Trust, who was identified as a member of the Buck Rogers Company. The instrument was recorded in the USPTO on the same day. A copy is attached as Exhibit P.³

IV. THE DFT TRADEMARK PORTFOLIO WAS NOT PROPERLY ASSIGNED TO THE BUCK ROGERS COMPANY.

22. As noted above, Ms. Geer was removed as trustee for the DFT on August 26, 2018, which is approximately six months before the purported assignment instrument set forth in Exhibit P was executed. Ms. Geer was not authorized to execute the assignment instrument on behalf of DFT.

23. Additionally, as noted above, The DFT Trademark Portfolio had been distributed to the beneficiaries of the DFT before Ms. Geer executed the purported assignment instrument. See Exhibit O.

24. Because all property had already been removed from the DFT prior to the purported assignment of The DFT Trademark Portfolio must be deemed without force or effect.

25. Moreover, it is now disputed whether Ms. Geer was ever properly or legally appointed as a trustee of the DFT. No court order approving her appointment has ever been produced by Ms. Geer.

² Ms. Geer also attempted to settle the Eastern District of Pennsylvania Civil Action on or about February 28, 2019 prompting an ordered judgment by dismissal of this action shortly thereafter on March 4, 2019 without my knowledge, authority or approval. These unauthorized assignments appear to be part of the unauthorized settlement.

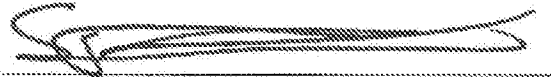
³ The Buck Rogers Company used seven of the eight trademark applications as collateral for a loan for \$300,000.00 from another beneficiary of the Nowlan Family Trust. A Note memorializing these security interests was executed on February 28, 2019. The Note was recorded in the USPTO on June 13, 2019. See Exhibit Q.

26. The undersigned has been warned that willful false statements and the like are punishable by fine or imprisonment, or both, under 18 U.S.C. 1001, and that such willful false statements and the like may jeopardize the validity of the applications or documents or any registration resulting therefrom, declares that all statements made of his/her own knowledge are true; and all statements made on information and belief are believed to be true.

Robert Nichols Flint Dille

Date: _____

26. The undersigned has been warned that willful false statements and the like are punishable by fine or imprisonment, or both, under 18 U.S.C. 1001, and that such willful false statements and the like may jeopardize the validity of the applications or documents or any registration resulting therefrom, declares that all statements made of his/her own knowledge are true; and all statements made on information and belief are believed to be true.



Robert Nichols Flint Dille

Date: 7/25/19

EXHIBIT A



United States Patent and Trademark Office

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Wilma Deering

Word Mark WILMA DEERING**Goods and Services** IC 016. US 002 005 022 023 029 037 038 050. G & S: Color pencils; Color prints; Coloring books; Comic books; Comic magazines; Comic strips; Note books; Picture books; Printed matter, namely, paper signs, books, manuals, curricula, newsletters, informational cards and brochures in the field of Comic Books; School supply kits containing various combinations of selected school supplies, namely, writing instruments, pens, pencils, mechanical pencils, erasers, markers, crayons, highlighter pens, folders, notebooks, paper, protractors, paper clips, pencil sharpeners, writing grips, glue and book marks; Series of fiction books; Series of fiction works, namely, novels and books; Sketch books**Standard Characters Claimed****Mark Drawing Code** (4) STANDARD CHARACTER MARK**Serial Number** 86730089**Filing Date** August 19, 2015**Current Basis** 1B**Original Filing Basis** 1B**Published for Opposition** February 23, 2016**Owner** (APPLICANT) Dille Family Trust, TRUST CALIFORNIA 2100 Wilmington Road New Castle PENNSYLVANIA 16105**Assignment Recorded** ASSIGNMENT RECORDED**Attorney of Record** John J. O'Malley**Type of Mark** TRADEMARK**Register** PRINCIPAL**Other Data** The name(s), portrait(s), and/or signature(s) shown in the mark does not identify a particular living individual.**Live/Dead Indicator** LIVE[Home](#) [Site Index](#) [Search](#) [FAQ](#) [Glossary](#) [Guides](#) [Contacts](#) [eBusiness](#) [eBiz alerts](#) [News](#) [Help](#)[HOME](#) | [SITE INDEX](#) | [SEARCH](#) | [eBUSINESS](#) | [HELP](#) | [PRIVACY POLICY](#)

EXHIBIT B



United States Patent and Trademark Office

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Black Barney

Word Mark BLACK BARNEY**Goods and Services** IC 016; US 002 005 022 023 029 037 038 050; G & S: Color pencils; Color prints; Coloring books; Comic books; Comic magazines; Comic strips; Note books; Picture books; Printed matter, namely, paper signs, books, manuals, curricula, newsletters, informational cards and brochures in the field of Comic Books; School supply kits containing various combinations of selected school supplies, namely, writing instruments, pens, pencils, mechanical pencils, erasers, markers, crayons, highlighter pens, folders, notebooks, paper, protractors, paper clips, pencil sharpeners, writing grips, glue and book marks; Series of fiction books; Series of fiction works, namely, novels and books; Sketch books**Standard Characters Claimed****Mark Drawing Code** (4) STANDARD CHARACTER MARK**Serial Number** 86730085**Filing Date** August 19, 2015**Current Basis** 1B**Original Filing Basis** 1B**Published for Opposition** February 23, 2016**Owner** (APPLICANT) Dille Family Trust, TRUST CALIFORNIA 2100 Wilmington Road New Castle PENNSYLVANIA 16105**Assignment Recorded** ASSIGNMENT RECORDED**Attorney of Record** John J. O'Malley**Type of Mark** TRADEMARK**Register** PRINCIPAL**Other Data** The name(s), portrait(s), and/or signature(s) shown in the mark does not identify a particular living individual.**Live/Dead Indicator** LIVE[Home](#) [Site Index](#) [Search](#) [FAQ](#) [Glossary](#) [Guides](#) [Contacts](#) [eBusiness](#) [eBiz alerts](#) [News](#) [Help](#)[HOME](#) | [SITE INDEX](#) | [SEARCH](#) | [eBUSINESS](#) | [HELP](#) | [PRIVACY POLICY](#)

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Dr. Huer

Word Mark DR. HUER**Goods and Services** IC 016. US 002 005 022 023 029 037 038 050. G & S: Color pencils; Color prints; Coloring books; Comic books; Comic magazines; Comic strips; Note books; Picture books; Printed matter, namely, paper signs, books, manuals, curricula, newsletters, informational cards and brochures in the field of Comic Books; School supply kits containing various combinations of selected school supplies, namely, writing instruments, pens, pencils, mechanical pencils, erasers, markers, crayons, highlighter pens, folders, notebooks, paper, protractors, paper clips, pencil sharpeners, writing grips, glue and book marks; Series of fiction books; Series of fiction works, namely, novels and books; Sketch books**Standard Characters Claimed****Mark Drawing Code** (4) STANDARD CHARACTER MARK**Serial Number** 86730074**Filing Date** August 19, 2015**Current Basis** 1B**Original Filing Basis** 1B**Published for Opposition** February 23, 2016**Owner** (APPLICANT) Dille Family Trust TRUST CALIFORNIA 2100 Wilmington Road New Castle PENNSYLVANIA 16105**Assignment Recorded** ASSIGNMENT RECORDED**Attorney of Record** John J. O'Malley**Type of Mark** TRADEMARK**Register** PRINCIPAL**Other Data** The name(s), portrait(s), and/or signature(s) shown in the mark does not identify a particular living individual.**Live/Dead Indicator** LIVE[TESS Home](#) [New Users](#) [Structure](#) [FAQs](#) [Glossary](#) [Guides](#) [Contacts](#) [eBusiness](#) [eBiz alerts](#) [News](#) [Help](#)[HOME](#) [SITE INDEX](#) [SEARCH](#) [eBUSINESS](#) [HELP](#) [PRIVACY POLICY](#)

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Killer Kane

Word Mark KILLER KANE**Goods and Services** IC 018: US 002 005 022 023 029 037 038 050: G & S: Color pencils; Color prints; Coloring books; Comic books; Comic magazines; Comic strips; Note books; Picture books; Printed matter, namely, paper signs, books, manuals, curricula, newsletters, informational cards and brochures in the field of Comic Books; School supply kits containing various combinations of selected school supplies, namely, writing instruments, pens, pencils, mechanical pencils, erasers, markers, crayons, highlighter pens, folders, notebooks, paper, protractors, paper clips, pencil sharpeners, writing grips, glue and book marks; Series of fiction books; Series of fiction works, namely, novels and books; Sketch books.**Standard Characters Claimed****Mark Drawing Code** (4) STANDARD CHARACTER MARK**Serial Number** 86730066**Filing Date** August 19, 2015**Current Basis** 1B**Original Filing Basis** 1B**Published for Opposition** March 8, 2016**Owner** (APPLICANT) Dille Family Trust The Trustee of the Dille Family Trust, a California Trust Organization comprising Louise A. Geer as Trustee, Incorporated in the State Of Pennsylvania. TRUST CALIFORNIA 2100 Wilmington Road New Castle PENNSYLVANIA 16105**Assignment Recorded** ASSIGNMENT RECORDED**Attorney of Record** John J. O'Malley**Type of Mark** TRADEMARK**Register** PRINCIPAL**Live/Dead Indicator** LIVE[Home](#) [Site Index](#) [Search](#) [FAQ](#) [Glossary](#) [Guides](#) [Contacts](#) [eBusiness](#) [eBiz alerts](#) [News](#) [Help](#)[HOME](#) | [SITE INDEX](#) | [SEARCH](#) | [e-BUSINESS](#) | [HELP](#) | [PRIVACY POLICY](#)

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Buck Rogers in the 25th Century

Word Mark BUCK ROGERS IN THE 25TH CENTURY**Goods and Services** IC 016. US 002 005 022 023 029 037 038 050. G & S: Coloring books; Comic books; Comic magazines; Comic strips; Comics; Date books; Newspaper comic strips; Note books; Paper stationery; Picture books; Printed matter, namely, paper signs, books, manuals, curriculum, newsletters, informational cards and brochures in the field of comic books; School supply kits containing various combinations of selected school supplies, namely, writing instruments, pens, pencils, mechanical pencils, erasers, markers, crayons, highlighter pens, folders, notebooks, paper, protractors, paper clips, pencil sharpeners, writing grips, glue and book marks; Series of fiction books; Series of fiction works, namely, novels and books; Sketch books; Stationery; Story books. FIRST USE: 19290107. FIRST USE IN COMMERCE: 19290107**Standard Characters Claimed****Mark Drawing Code** (4) STANDARD CHARACTER MARK**Serial Number** 85512662**Filing Date** January 10, 2012**Current Basis** 1A**Original Filing Basis** 1A**Owner** (APPLICANT) BUCK ROGERS COMPANY LIMITED LIABILITY COMPANY PENNSYLVANIA 115 AIRDALE ROAD BRYN MAWR PENNSYLVANIA 19010**Assignment Recorded** ASSIGNMENT RECORDED**Attorney of Record** John J. O'Malley**Type of Mark** TRADEMARK**Register** PRINCIPAL**Live/Dead Indicator** LIVE[TESS Users](#) [New Users](#) [STRUCTURE](#) [Error Codes](#) [Release Date](#) [SEARCH LOG](#) [Top](#) [HELP](#)[HOME](#) | [SITE INDEX](#) | [SEARCH](#) | [eBUSINESS](#) | [HELP](#) | [PRIVACY POLICY](#)

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BUCK ROGERS

Word Mark BUCK ROGERS

Goods and Services IC 009. US 021 023 026 036 038. G & S: Downloadable electronic games, computer game programs, computer game software; downloadable electronic games via the Internet and wireless devices; downloadable multimedia files containing games; downloadable and non-downloadable sound recordings and audiovisual recordings featuring music, science fiction and adventure

IC 016. US 002 005 022 023 029 037 038 050. G & S: Printed materials, namely, paper party supplies in the nature of paper party bags, paper party decorations; paper school supplies, namely, paper folders, paper; paper desk supplies, namely, paper, paper folders; calendars, greeting cards

IC 018. US 001 002 003 022 041. G & S: Bags, namely, carrying cases; small articles made of leather or materials that look like leather, namely, key cases, wallets, leather cases, leather pouches, leather purses; umbrellas, wallets; all-purpose sport bags, messenger bags

IC 021. US 002 013 023 029 030 033 040 050. G & S: Mugs, dinnerware, serving dishes

IC 024. US 042 050. G & S: Bed linens, towels, comforters, curtains, shower curtains

IC 025. US 022 039. G & S: Clothing, namely, T-shirts, shirts, jackets; headwear; footwear

IC 026. US 037 039 040 042 050. G & S: Belt buckles

IC 028. US 022 023 038 050. G & S: Toys, games, and playthings, namely, action figures and accessories therefor, toy pistols

IC 035. US 100 101 102. G & S: Online retail store services, mail order services, retail store services, all featuring games, books, bags, clothing, toys, videos

IC 041. US 100 101 107. G & S: Entertainment services, namely, providing an online computer game, providing a website with entertainment information on a comic book series and science fiction/adventure character; Provision of a series of non-downloadable web-based television programs featuring science fiction and adventure via the Internet; provision of a series of non-downloadable motion pictures featuring science fiction and adventure via a video on demand service; provision of non-downloadable television programs, motion pictures and segments thereof for use with mobile telephones via a video on demand service

Standard Characters Claimed

Mark Drawing Code (4) STANDARD CHARACTER MARK

Serial Number 77831393

Filing Date September 21, 2009

Current Basis 1B

Original Filing Basis 1B;44D

Owner (APPLICANT) BUCK ROGERS COMPANY LIMITED LIABILITY COMPANY PENNSYLVANIA 115 AIRDALE ROAD BRYN MAWR PENNSYLVANIA 19010

Assignment Recorded ASSIGNMENT RECORDED

Attorney of Record John J. O'Malley

Priority Date March 25, 2009

Prior Registrations 0714184;1555871

Type of Mark TRADEMARK, SERVICE MARK

Register PRINCIPAL

Other Data The name "BUCK ROGERS" does not identify a living individual.

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BUCK ROGERS

Word Mark BUCK ROGERS**Goods and Services** IC 009. US 021 023 026 036 038. G & S: Motion picture films featuring science fiction and adventure; audio-visual recordings featuring science fiction and adventure; Audiovisual recordings featuring a series of television programs featuring science fiction and adventure; downloadable audio visual recordings featuring science fiction and adventure; sound recordings featuring musical soundtracks; downloadable sound recordings featuring musical soundtracks. FIRST USE: 19390000. FIRST USE IN COMMERCE: 19390000

IC 016. US 002 005 022 023 029 037 038 050. G & S: A series of books featuring a collection of comic strips and information on comic strips; a series of fiction books; comic books. FIRST USE: 19320000. FIRST USE IN COMMERCE: 19320000

IC 020. US 002 013 022 025 032 050. G & S: Figurines made of plastic. FIRST USE: 19790000. FIRST USE IN COMMERCE: 19790000

IC 028. US 022 023 038 050. G & S: Toy rocket pistols, toy action figures; toy action figures with MP3 player; action dolls sold as a unit with an MP3 player. FIRST USE: 19340000. FIRST USE IN COMMERCE: 19340000

IC 041. US 100 101 107. G & S: Provision of non-downloadable television programs featuring science fiction and adventure via a global computer network and via a video on demand service; Entertainment services in the nature of on-going television programs featuring science fiction and adventure; Production of television programs featuring science fiction and adventure which are aired on television, via a global computer network, and played online periodically. FIRST USE: 19500000. FIRST USE IN COMMERCE: 19500000

Standard Characters Claimed**Mark Drawing Code** (4) STANDARD CHARACTER MARK**Serial Number** 77831213**Filing Date** September 21, 2009**Current Basis** 1A**Original Filing Basis** 1A;44D**Owner** (APPLICANT) BUCK ROGERS COMPANY LIMITED LIABILITY COMPANY PENNSYLVANIA 115 AIRDALE ROAD BRYN MAWR PENNSYLVANIA 19010**Assignment Recorded** ASSIGNMENT RECORDED**Attorney of Record** John J. O'Malley**Priority Date** March 25, 2009**Prior Registrations** 0714184;1555871**Type of Mark** TRADEMARK. SERVICE MARK**Register** PRINCIPAL**Other Data** The name "BUCK ROGERS" does not identify a living individual.**Live/Dead Indicator** LIVE[TESS Home](#) [New User](#) [Structure](#) [Basic Query](#) [Advanced Query](#) [SEARCH LOG](#) [Top](#) [HELP](#)

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BUCK ROGERS

Word Mark BUCK ROGERS

Goods and Services IC 009. US 021 023 026 036 038. G & S: Motion picture films about science fiction, fantasy heroism and action adventure; science fiction, and motion picture films about fantasy heroism and action adventure for broadcast on broadcast mediums; audio tapes, audio-video tapes, audio video cassettes; audio video discs, and digital versatile discs featuring music, comedy, drama, action, adventure, and animation; stereo headphones; batteries; cordless telephones; audio cassette and CD players; CD ROM computer game discs; telephone and radio pagers; short motion picture films about science fiction, fantasy heroism and action adventure and adventure; video cassette recorders and players, compact disc players, digital audio recorders and players; radios; mouse pads; eyeglasses, sunglasses and cases therefore; game equipment, namely, video game machines for use with televisions, hand-held electronic games adapted for use with television receivers only and player operated electronic controllers for electronic video game machines; video and computer game programs; video game cartridges and cassettes; cellular telephone accessories, namely, cell phone covers, batteries, fitted plastic films known as skins for covering and providing a scratch proof barrier, decorative charms, decorative ornaments, headsets, boosters, connectivity kits and memory cards; encoded magnetic cards

IC 016. US 002 005 022 023 029 037 038 050. G & S: Printed matter and paper goods, namely, books featuring science fiction, fantasy heroism and action adventure, comic books, magazines featuring science fiction, fantasy heroism and action adventure; stationery, writing paper, envelopes, notebooks, diaries, note cards, greeting cards, trading cards; lithographs; pens, pencils, cases therefor, erasers, crayons, markers, colored pencils, painting sets for children, chalk and chalkboards; decals, heat transfers; posters; mounted and unmounted photographs; book covers, book marks, calendars, gift wrapping paper; Paper party decorations; Printed patterns for costumes, pajamas, sweatshirts and t-shirts; paper party favors

IC 025. US 022 039. G & S: Clothing, namely, pajamas, t-shirts, shirts, jumpers, sweatshirts, vests, coats, jackets, overcoats, trousers, shorts, socks, gloves, ties, scarves, skirts, underwear, footwear; headgear, namely, hats, caps, head scarves, baseball caps and headbands, clothing accessories, namely, belts, gloves, suspenders, sweat bands, straps for bras

IC 028. US 022 023 038 050. G & S: Toys, namely, musical toys, inflatable toys, electric action toys, punch toys, plush toys, talking toys, toy cars, role-playing toys in the nature of play sets for children to imitate real life occupations, toy boats, toy airplanes, toy weapons, toy rocket ships, construction toys, toy putty, toy scooters, toy action figures and accessories for use with toy action figures, toy model vehicles, water squirting toys and toy model space craft, toy building blocks, toy model hobby craft kits comprising paints, beads, ceramics, plastics, crayons, stencils, toy model vehicles and related accessories sold as a units, toy modeling dough kits comprising toy modeling dough, molds and accessories for use therewith sold as units, toy vehicles, toy weapons, toy model vehicles and accessories therefor sold as a unit, wind-up toys and miniature toy helmets; sporting goods, namely, beach balls, playground balls, soccer balls, sport balls, baseball balls, basketball balls, baseball bats, and baseball gloves; games, namely, action type target games, board games, card games, hand held units for playing electronic games other than those adapted for use with an external display screen or monitor, virtual arcade shooting game machines, trading card games, parlor games, action skill games, coin operated and non-coin operated pinball machine games, stand alone video game machines, collectible card games, and collectible miniature board games

IC 041. US 100 101 107. G & S: Entertainment services, namely, an on-going series provided through broadcast mediums, namely, television, webcasts, and radio broadcasts

Standard Characters Claimed**Mark Drawing Code** (4) STANDARD CHARACTER MARK**Serial Number** 77650082**Filing Date** January 15, 2009**Current Basis** 1B**Original Filing Basis** 1B**Published for** June 14, 2011

Opposition

**International
Registration
Number** 1022754

Owner (APPLICANT) Nowlan Family Trust Brian McDevitt, Trustee, a US Citizen TRUST PENNSYLVANIA 325 Swede Street Norristown PENNSYLVANIA 19401

**Assignment
Recorded** ASSIGNMENT RECORDED

**Attorney of
Record** John J. O'Malley

**Type of
Mark** TRADEMARK, SERVICE MARK

Register PRINCIPAL

Other Data The name shown in the mark does not identify a particular individual.

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Indicator** LIVE



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EXHIBIT I

COPY

THE DILLE FAMILY TRUST

(PHOTOCOPY)

Date signed:

August 16, 1979

* * *

To be filed for availability and frequent review.

Original copy is located at:

* * *

DENNIS W. FOX
Attorney-at-Law

2460 Garden Rd
Monterey, California
(408) 646-9898

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THE DILLE FAMILY TRUST

THIS TRUST AGREEMENT is made, executed and entered into by ROBERT C. DILLE, also known as ROBERT CRABTREE DILLE, and VIRGINIA N. DILLE, also known as VIRGINIA NICHOLS DILLE, VIRGINIA LORRAINE DILLE and VIRGINIA LORRAINE NICHOLS, of Carmel, Monterey County, California, as settlors, and ROBERT C. DILLE and VIRGINIA N. DILLE, as trustees (hereinafter referred to in this trust agreement as "trustee").

ARTICLE I

CONVEYANCE

Settlors desire to establish a trust of the property described in Schedule A attached hereto and made a part hereof. All such property and any other as hereinafter added shall be known as the "trust fund." Settlers also intend to make the trustee primary and/or contingent beneficiary and/or owner of the rights of certain policies of life insurance on their respective lives.

Trustee acknowledges receipt of the trust fund and shall hold the same in trust, nevertheless, under the following terms, conditions and provisions:

ARTICLE II

DECLARATIONS

2.A. Name. This trust shall be known as THE DILLE FAMILY TRUST.

2.B. Intent and Family. Settlers, ROBERT C. DILLE and VIRGINIA N. DILLE, sometimes hereinafter referred to as husband and wife, are married. Settlers have two (2) children now living. Their names and dates of birth are:

LORRAINE VIRGINIA DILLE, born January 19, 1949
ROBERT NICHOLS FLINT DILLE, born November 3, 1955

SETTLERS' INITIALS

Trustees may rely upon such dates for all distributions hereunder. By this trust agreement, settlors intend to provide for themselves, their children and their issue.

2.C. Successor Trustees. If ROBERT C. DILLI or VIRGINIA M. DILLI fails to qualify or ceases to act for any reason, during his or her lifetime, the other of said trustees shall act as sole trustee of the trust, unless there has already been named a co-trustee or successor trustee in accordance with the discretionary terms of Paragraph 3.A. After the death of either settlor, the surviving settlor shall become sole trustee of the trust, unless there has already been named a co-trustee or successor trustee in accordance with the discretionary terms of Paragraph 3.A. In the event that both settlors fail to qualify or cease to act for any reason, they shall be succeeded by settlors' children, LORRAINE and FLINT, unless there has already been named a co-trustee or successor trustee in accordance with the discretionary terms of Paragraph 3.A. In the event that settlors' children, LORRAINE and FLINT fails to qualify or ceases to act for any reason, husband's brother, JOHN FLINT DILLI, Jr. shall immediately become trustee, unless there has already been named a co-trustee or successor trustee in accordance with the discretionary terms of Paragraph 3.A. In the event a co-trustee fails to qualify or ceases to act, the remaining trustee or trustees may act alone.

During such time that co-trustees are then acting, said co-trustees may on each one's separate direction alone negotiate securities and bank or savings accounts, and deal with the entire trust fund and its assets, including also but not limited to any real property, without all trustees' signatures being required. Any third party dealing with the trust may rely upon this singular authority without any further evidence.

2.D. Trust Fund.

(1) All property now or hereafter subject to the terms hereof and any reference to a trust shall apply to all trusts created under this instrument unless otherwise provided herein. It is the intention of settlors that all community property transferred to these trusts and the proceeds thereof (called the "community estate") shall continue to retain its character as community property during their joint lifetimes, subject, however, to all the terms and conditions of this trust agreement. Similarly, it is the intention of settlors that all quasi-community property and separate property of either spouse and the proceeds thereof (called the "separate estate") shall retain its character during their joint lifetimes, subject also to all the terms and conditions of this trust agreement. Further, it is the intention of settlors that trustees shall have no more extensive power over any community property transferred to the trust estate than either settlor would have had under California Civil Code sections 5125 and 5127 or other California code sections then in effect which govern the management of community

SETTLORS' INITIALS

property had this trust agreement not been created, and this trust agreement shall be interpreted to achieve this intention. This limitation shall terminate on the death of either settlor.

(2) Settlers may add to the principal of the trust by deed, will, or otherwise. With the written approval of the trustee, other persons may add to the principal of the trust fund. Unless otherwise specifically provided by such other persons adding to the principal of the trust fund, the trustee shall allocate any such addition to each separate trust created by this trust agreement ratably on the basis of the market value of each separate trust at the date of any such additions.

2.2. Definitions. In any matter of interpretation of this trust agreement, the following definitions shall apply:

(1) Child or Children. Any reference to "child" or "children" shall include any other children hereafter born to or adopted by settlers;

(2) Child in Being. A child in gestation which is later born alive and survives for thirty (30) days shall be considered as a child in being throughout the period of gestation;

(3) Corporate Trustee. Any reference to a corporate trustee shall include its successor, whether by merger, consolidation, change of name or otherwise;

(4) Headings. Article headings in this trust agreement are inserted for convenience only, and are not to be considered in the construction of the provisions thereof;

(5) Incapacity. In the case of a question or dispute, incapacitation shall be evidenced by written certification of three (3) physicians, consisting of one (1) neurologist and two (2) psychiatrists, all of whom are certified by the American Board of Neurology and Psychiatry;

(6) Issue. The term "issue" shall refer to lineal descendants of all degrees and shall include adopted persons;

(7) Majority. The term "majority" shall mean more than one-half (1/2), and, in the event of a deadlock, shall be determined in accordance with the provisions of Article 2.5 of the California Probate Code, Section 1138.1 to 1138.13, inclusive, or successor California Probate Code sections relating to inter vivos trusts;

(8) Principal and Income. The determination by trustee in all matters with respect to what shall constitute principal of the trust, gross income therefrom and net income distributable under the terms of the trust shall be governed by the provisions of the Principal and Income Law of the State of California, as it may from time to time exist, except as to any of

such matters as may otherwise be provided for in this instrument. In the event and to the extent that any of such matters relating to what constitutes principal or income of the trust and in the allocation of receipts and disbursements between these accounts is not provided for either in this trust agreement or in the Principal and Income Law, trustee has full power and authority to determine such matters;

(9) Pronouns and Gender. In this trust agreement, the masculine, feminine or neuter gender, and the singular or plural number, shall be deemed to include the others whenever the context so indicates; and,

(10) Trustee. Any reference to "trustee" shall be deemed to refer to whichever individual, individuals or corporation (as the case may be) as shall then be acting as trustee.

2.F. Trust Situs. This trust agreement is a California contract and creates a California trust, and all of the terms and provisions hereof shall be interpreted according to the laws of the State of California, except that a majority of the beneficiaries may transfer the trust situs to a more convenient jurisdiction.

2.G. Restrictions. The interest of any beneficiary (whether entitled to current income or possessing only a future interest) is either the income or principal of the trust fund or any part of it shall not be alienated or in any other manner assigned or transferred by such beneficiary; and such interest shall be exempt from execution, attachment, distress for rent, and other legal or equitable process which may be instituted by or on behalf of any creditor or assignee of such beneficiary; nor shall any part of such interest be liable for the debts or obligations (including alimony) of any such beneficiary.

2.H. Perpetuity Provision. Anything herein contained to the contrary notwithstanding, each trust created by this trust agreement, unless sooner terminated in the manner hereinafter provided, shall end immediately prior to the expiration of twenty-one years from and after the death of the last survivor of settlors and settlors' now living issue; and thereupon trustee shall pay over the principal of each such trust, free from this trust, unto the person then entitled to receive the net income from each such trust.

2.I. No-Contest Provision. In the event any beneficiary under this trust shall, singly or in conjunction with any other person or persons, contest in any court the validity of this trust agreement or of a deceased husband's or wife's last Will or shall seek to obtain an adjudication in any proceeding in any court that this trust agreement or any of its provisions or that such Will or any of its provisions is void, or seek otherwise to void, nullify or set aside this trust agreement or any of its provisions, then

the right of that person to take any interest given him or her by this trust agreement shall be determined as it would have been determined had the person predeceased the execution of this trust agreement without surviving issue.

The trustee is hereby authorized to defend, at the expense of the trust fund, any contest or other attack of any nature on this trust agreement or any of its provisions.

2.J. Presumptions. Any beneficiary who shall not be living thirty (30) days after husband's or wife's (as the case may be) death, shall be deemed not to have survived him or her, except that in the case of husband and wife, if the order of their deaths cannot be established by proof, the wife shall be deemed to be the Surviving Spouse (as hereinafter defined in Paragraph 6.D) and the wife shall also be deemed to be the Surviving Spouse if the wife survives in fact for any period.

2.K. Special Distribution to Minors. If any of the income and/or principal of any trust hereunder ever vests outright under the provisions of this trust agreement in persons not yet twenty-one (21) or persons who, in the opinion of trustee, are under incapacity or unable to administer distributions properly, then trustee, in its discretion, in any jurisdiction, without giving or requiring bond, without intervention of a guardian, conservator or other representative, and without supervision of any court, shall hold or distribute such property (subsequently referred to in this Paragraph 2.K. as the "protected property") in accordance with the following provisions:

(1) Trustee may hold any protected property in a separate trust for such beneficiary, exercising as trustee of such trust all the administrative powers conferred in this trust agreement. Trustee may accumulate or distribute to or for such beneficiary in accordance with subparagraph (2), as hereinafter described, such amount or amounts of income and/or principal of the trust as it determines from time to time during the term of the trust. The trust shall terminate and vest absolutely when the beneficiary attains age twenty-one (21), dies, overcomes the disability, or when the trust assets are exhausted by discretionary distributions, or as otherwise directed by Paragraph 2.K., as hereinabove mentioned, whichever shall first occur. At such termination, trustee shall distribute the protected property then on hand in trust to the beneficiary or to the beneficiary's estate if the trust terminates at the beneficiary's death.

(2) Trustee may distribute any protected property to or for the benefit of such beneficiary: (a) directly to the beneficiary; (b) on behalf of the beneficiary for the beneficiary's exclusive benefit; (c) to any account in a bank or savings institution either in the name of such beneficiary or in a form reserving title, management and custody of such account to a suitable person for the use of such beneficiary; (d) in any form of an annuity; (e) in all ways provided by laws dealing with gifts or distributions to or for minors or persons under incapacity;

and, (F) to any suitable person with whom the beneficiary resides or has the care or control of the beneficiary, without obligation to see to the further application of such distribution, and the receipt for distributions by any such persons shall fully discharge trustee.

ARTICLE III

TRUSTEESHIP

3.A. Successor Trustees. Husband and wife may, during their joint lifetimes, appoint individuals or corporations as co-trustees or successor trustees, by written instrument delivered to the other trustee(s), if any are then acting; and, upon the death of the first of them, the survivor may appoint, by the same method, individuals or corporations as co-trustees or successor trustees except in so far as a co-trustee or trustee was designated during their joint lifetime to administer the Residual Trust (as hereinafter defined in Paragraph 6.D.). If this power is executed by both a Will and other instrument, the document which bears the latest date should prevail. Any individual trustee may also remove a corporate co-trustee and designate a new one by a written instrument, and may, by the same method, revoke such designation and make a new one.

3.B. Corporate Trustee. Any corporate trustee appointed under any provisions of this trust agreement shall be a bank, corporation or other financial institution duly organized under the laws of any state or of the United States, authorized by law to administer trusts, maintaining a full-time trust department, and having a combined capital and surplus of at least ten million dollars (\$10,000,000.00).

3.C. Vacancy in Trusteeship. If a corporate trustee for any reason fails to qualify or ceases to act, or there is no trustee acting hereunder, the trustee then acting, if any, and if not, then a majority of the beneficiaries shall appoint a successor corporate trustee by an instrument in writing, which appointment must be effective upon the date the last trustee fails to qualify or ceases to act.

3.D. Beneficiary. For purposes of ARTICLE III of this trust agreement, the term "beneficiary" or "beneficiaries" shall mean any beneficiary then eligible to receive current income. If any beneficiary is a minor or incapacitated, irrespective of whether legally so adjudicated, then the guardian, conservator or person with whom said beneficiary resides shall act for the beneficiary for all purposes in the ARTICLE III.

3.E. Disputes. If an individual trustee and a corporate trustee are acting, whenever there shall be a dispute, deadlock or difference of opinion between them on a question of joint discretion, the determination of the individual trustee shall be

binding upon the corporate trustee, but the corporate trustee shall bear no liability or accountability for any act or transaction entered into as a result of the enforcement of the individual trustee's privilege if it shall have disasented in writing in advance of such act or transaction. During husband's and/or wife's lifetime, their decisions shall absolutely control on all questions of joint discretion.

3.7. Bond. No bond shall be required of any person named in this trust agreement as trustee. Subsequently named co-trustees or successor trustees may be required to be bonded, in accordance with the terms of appointment.

3.8. Liability. No successor trustee shall be under any obligation to examine the accounts of any prior trustee, and a successor trustee shall be exonerated from all liability arising from any prior trustee's acts or negligence.

3.9. Compensation. Trustee shall be entitled to receive, out of the income and principal of the trust fund, compensation for its services hereunder to be determined from time to time by the application of the current rates then charged by trustee for trusts of a similar size and character, and, in the event that trustee shall be called upon to render any extraordinary services, it shall be entitled to additional compensation therefor. Trustee may impose any trustee fees or other expenses of the trust against the principal or income of the trust fund without any duty to seek reimbursement or contribution from the interest not charged.

3.1. Resignation. Any trustee may resign at any time by giving written notice to settlors, if living, or the survivor of them, and thereafter to the other trustees, if any, and, if not, to all the beneficiaries. Any such notice shall become effective as agreed by settlors or the majority of the beneficiaries, but no later than thirty (30) days after such written notice.

3.1. Reports. The trustee shall render reports at least annually to settlors and to each beneficiary, except as such reporting shall be waived by settlors. The records of the trustee shall be open at all reasonable times to such inspections. The trustee shall not be required to make any reports or accountings to the courts.

3.2. Payments to Beneficiaries.

(1) Trustee shall pay the net income of any trust hereunder, to the beneficiary to whom such income is directed to be paid, at such times as shall be convenient to such beneficiary and agreed to by the trustee;

(2) Any income and/or principal of any trust hereunder to which any beneficiary may be entitled may, without regard to any order or assignment purporting to transfer the same to any other person, be paid or distributed by trustee, in its sole

discretion, into the hands of such beneficiary, or to the guardian of the person of such beneficiary, or to the person with whom such beneficiary shall reside, or be mailed to such beneficiary's last known address, or deposited to the account of such beneficiary in a bank or trust company of good standing, or be applied for the benefit of such beneficiary and his or her dependents directly by trustee; and the receipt for any payment or distribution or evidence of the application of any income or principal made in conformity with the foregoing shall discharge trustee from any further liability therefor;

(3) Upon the happening of any event terminating the period which the income of any trust hereunder is directed to be paid to a beneficiary, then, any statute or rule of law to the contrary notwithstanding, any accrued or other income not actually collected and available for distribution to such beneficiary prior to the happening of such event shall, when collected, be treated as though it had, in fact, accrued after the happening of such event;

(4) Unless trustee shall have received actual written notice of the occurrence of an event affecting the beneficial interests of this trust agreement, trustee shall not be liable to any beneficiary of this trust agreement for distribution made as though the event had not occurred; and,

(5) If at any time or times during the continuance of any trust hereunder, trustee, in its sole discretion, shall consider that the funds payable hereunder unto or for the benefit of any beneficiary of such trust, together with the funds available to such beneficiary from other sources, are insufficient to provide properly for the essential needs -- such as food, clothing, education, shelter and illness expenses -- of such beneficiary and his or her dependents, trustee is authorized and empowered to pay over or apply so much of the principal of any part or the whole of any trust hereunder from which such beneficiary may then be receiving payments or the benefit thereof, in such manner and to such extent as trustee, in its sole discretion, shall deem to be necessary to meet such essential needs of such beneficiary and his or her dependents.

3.L. Dividends. Trustee shall collect dividends declared on shares of stock delivered to it if such delivery shall occur prior to the record date for such dividends (regardless of whether trustee shall be the holder of record on such date) and trustee shall treat all such dividends, upon receipt, as income or principal.

3.M. Interest. With respect to interest that shall have accrued but shall not have been paid on any interest-bearing property at the time of its delivery to trustee, trustee shall collect and treat such interest, upon receipt, as income or principal as though such interest had accrued after such delivery.

3.N. Life Insurance. If this trust agreement includes any policies of insurance, then upon receipt of proof of death of the insured, trustee shall use its best efforts to collect any and all sums payable by reason of such death under the policies of life insurance then held hereunder, and for that purpose trustee is expressly empowered to execute and deliver valid receipts and complete discharges to the insurance company or companies issuing said policies, to institute any suit or proceedings, and to do any and all other acts necessary for the purpose of collecting such sums; provided, however, that trustee shall not be under any duty to institute any suit or proceedings unless its expenses, including counsel fees and costs, shall be available in the trust fund or shall have been advanced or guaranteed in an amount and in a manner reasonably satisfactory to it.

3.O. Division of Trust Fund. There need be no physical segregation or division of the various trusts created hereunder except as segregation or division may be required by the termination of any of the trusts, but the trustee shall keep separate accounts for the different undivided interests.

3.P. Release of Powers. Each trustee shall have the power to release or to restrict the scope of any power that such trustee may hold in connection with any trust created under this trust agreement, whether said power is expressly granted in this trust agreement or implied by law. The trustee shall exercise this release in a written instrument specifying the powers to be released or restricted and the nature of any such restriction. Any released power shall pass to and be exercised by the other then-acting trustees.

ARTICLE IV

TRUSTEE'S POWERS

Subject to the provisions and limitations set forth expressly herein, trustee shall have, in general, the power to do and perform any and all acts and things in relation to the trust fund in the same manner and to the same extent as an individual might or could do with respect to his or her own property. No enumeration of specific powers made herein shall be construed as a limitation upon the foregoing general powers, nor shall any of the powers conferred herein upon trustee be exhausted by the use thereof, but each shall be continuing.

Trustee shall have all the powers set forth in Subparagraphs (1) through (17) inclusive of Section 1120.2 of the California Probate Code, as of the date of this trust agreement; in addition, trustee is specifically authorized and empowered, in its sole discretion:

4.A. Receive Assets. To receive, take possession of, sue for, recover and preserve the assets of the trust fund, both real and personal, coming to its attention or knowledge, and the rents, issues and profits arising from such assets;

4.B. Retention of Trust Property. To retain, without liability for loss or depreciation resulting from such retention, any assets received by trustee or any property that may from time to time be added to the trust fund or any trust created hereunder; or any property in which the funds of any trust may from time to time be invested, for such time as trustee shall deem best, even though such property may not be of the character prescribed by law for the investment of trust funds, or even though to retain such property might violate sound diversification principles, or even though such property may represent a large percentage of the total property of the trust fund. However, the aggregate property allocated to each trust created by this trust agreement shall bear a reasonable rate of return;

4.C. Invest and Reinvest. To invest, reinvest, change investments and keep the trust fund invested in any kind of property, real, personal, or mixed, including by way of illustration but not limitation, oil and gas royalties and interests; common and preferred stocks of any corporation, including puts, calls, and options, whether for cash, credit, or margins, whether closely or widely held, whether selling or buying including stock or other securities of or any interest in any corporation or other business venture or any related affiliated or subsidiary corporation or business venture which is acting as trustee hereunder; voting trust certificates, bonds, notes, debentures, mortgages, shares, or interests in investment trusts, mutual funds or common trust funds, including such funds administered by the trustee; market or index funds; interests in partnerships, whether limited or general and as a limited or general partner; and joint stock companies and associations, without regard to the proportions that any such investment or investments of a similar character may bear to the total trust fund or whether or not such investments are in new issues or are in new or foreign enterprises and without being limited to the classes of investments which the trustee is or may be authorized by statute or rules or decisions of court to invest trust funds; intending hereby to authorize trustee to act in such manner as trustee shall believe to be in the best interests of the trust fund and the beneficiaries thereof;

4.D. Management of Trust Businesses. To hold and operate at the risk of the trust fund and not at the risk of trustee, any business, partnership interest or capital stock of any corporation, including closely-held corporations, received or acquired by trustee, as long as trustee may deem advisable, the profits and losses to inure or be chargeable to the trust fund and not trustee; and in connection with such operation, to incorporate

such business or operate it as a partnership, limited or general, or in any other form of organization which trustee deems appropriate;

4.E. Manage and Control. To manage, control, sell at public or private sale, convey, exchange, partition, divide, allot, subdivide, improve, repair; to grant options and to sell upon deferred payments; to pledge or encumber by mortgage or deed of trust or any other form of hypothecation; to otherwise dispose of the whole or any part of the trust fund on such terms and for such property or cash or credit, or any combination thereof, as trustee may deem best; to lease for terms within or extending beyond the duration of the trust fund for any purposes, including leases of real property for up to ninety-nine (99) years, for the purpose of exploration for and development of and removal of gas, oil, minerals and other substances; to enter into community leases; to create restrictions, easements, servitudes; to compromise, arbitrate, or otherwise adjust claims in favor of or against the trust fund; to institute, compromise and defend actions and proceedings with respect to the trust fund; and to secure such insurance, at the expense of the trust fund, as trustee may deem advisable;

4.F. Loans. To borrow for the trust fund from any person, corporation or other entity, including trustee or any related, affiliated or subsidiary corporation or business venture of trustee at such rates and upon such terms conditions as such trustee shall deem advisable, and to pledge as security therefor any of the assets of the trust fund for the benefit of which such loan is made; to execute, acknowledge and deliver bonds, mortgages, and deeds of trust, extensions of agreements, participation agreements, assignments of mortgages or deed of trust or other documents incidental thereto; to lend money upon such terms and such conditions as trustee deems to be in the best interests of the trust fund and the beneficiaries thereof, including the lending of money from one trust to another trust created hereunder, and to borrow on behalf of one trust from any other trust created hereunder, and further including the right to lend money to trustee, to any related, affiliated or subsidiary corporation or business venture of trustee, or to husband's and/or wife's probate estates but in such event such loans shall be adequately secured and shall bear the then prevailing rate of interest for loans to such persons or entities for the purposes contemplated;

4.G. Purchase. To purchase property at its fair market value as determined by trustee, in trustee's discretion, from husband's and/or wife's probate estate;

4.H. Deal with Fiduciaries. To buy from, sell to, and generally deal with trustee individually and as a fiduciary, or with partnerships, corporations, and financial or business organizations in which trustee may have an interest;

4.I. Securities. With respect to any corporation or partnership, the stocks, bonds or other securities of which, or interests in which may form a part of the trust fund:

- (1) To vote in person or in proxy;
- (2) To consent to the merger, consolidation, reorganization or dissolution of any of such corporations, or to the termination of any of such partnerships, or to the modification or amendment of any partnership agreement or corporate organization document;
- (3) To consent to the leasing, mortgaging or sale of any property of such corporation or partnership;
- (4) To surrender, exchange or substitute stocks, bonds, or other securities as an incident to the merger, consolidation, recapitalization or dissolution of any of such corporations;
- (5) To pay all assessments, subscriptions and other sums of money which trustee may deem wise and expedient for the protection and maintenance of the proportionate interest of the trust fund in said corporations or partnerships;
- (6) To enter into agreements making the trust fund liable for a pro rata share of the liabilities of any corporation which has been dissolved and in which stock is held by the trust fund, when in the opinion of trustee such action is necessary to the plan of liquidation of any such corporation;
- (7) To exercise any option or privilege which may be conferred upon the holders of such stocks, bonds, or other securities, either for the exchange or conversion of the same into other securities or for the purchase of additional securities, and to make any and all payments which may be required in connection therewith;
- (8) To join in the creation, modification, cancellation or any voting trust, or any restrictive purchase or retirement agreement relating to any partnership interest or corporate stocks; and,
- (9) To take any other action with respect to such corporation or partnership which trustee, in trustee's discretion, deems necessary and proper to protect and further the interests of the trust fund and the beneficiaries thereof, and in so doing to exercise any and all powers which may otherwise be granted to the legal owner of any such corporate stock or partnership interest;

4.J. Contracts. To enter into contracts which are reasonably incident to the administration of the trust,

4.X. Agreements. To carry out the terms of any valid agreements which husband and/or wife may have entered into during husband's and/or wife's lifetime regarding property owned by the trust;

4.L. Indebtedness. With respect to any indebtedness owed to the trust, secured or unsecured:

(1) To continue the same upon and after maturity, with or without renewal or extension, upon such terms as trustee deems advisable; and,

(2) To foreclose any security for such indebtedness, to purchase any property securing such indebtedness and to acquire any property by conveyance from the debtor in lieu of foreclosure;

4.M. Nominee Name. To hold any or all of the property comprising the trust fund, including real property, stocks, bonds, or other securities or interests therein, in trustee's or a nominee's name and to take and keep any or all of such stocks, bonds or other securities in unregistered form and retain them or any of them in such condition that ownership shall pass by delivery;

4.N. Professional Assistance. To employ and compensate agents, managers, investment counselors, brokers, attorneys, accountants, and other assistants deemed by trustee to be reasonably necessary for the administration of the trust fund, and trustee shall not be liable for any losses occasioned by the good faith employment of such agents, managers, investment counselors, brokers, attorneys, accountants and other assistants, nor shall trustee be liable for any losses occasioned by any actions taken by trustee in good faith reliance upon any advice or recommendation thereof; to pay all costs, taxes, and charges in connection with the administration of the trust fund; and to be reimbursed for all reasonable expenses, including attorneys' fees, incurred in the management and protection of the trust fund and to pay his agents, managers, investment counselors, brokers, attorneys, accountants and other assistants a reasonable fee prior to court approval thereof. Any such payment by trustee of such fees shall be out of principal or income, as trustee may elect, or partially out of each. The discretion of trustee to pay these expenses from income or principal, or partially from each, may be exercised not only in the interests of the trust fund but for the benefit of any beneficiary thereof; subject, however, to trustee's fiduciary obligation to treat income beneficiaries and remaindermen equitably;

4.O. Divisions and Distributions. In any case in which trustee is required, pursuant to the provisions of any trust created herein, to divide any trust property into parts or shares for the purpose of distribution, or otherwise, to make the division and distribution (pro rata or otherwise) in kind, including undivided interests in any property, or partly in kind

and partly in money, and for this purpose to make such sales of trust property as trustee may deem necessary, and on such terms and conditions as trustee shall deem fit, and to determine the relative value of the securities or other properties so allotted or distributed. Trustee's determination of values and of the property for such distribution shall be conclusive. In making distributions pursuant to this paragraph, trustee should consider the tax bases of the various assets that are being distributed, so that the aggregate tax basis of assets distributed to the various distributees is as equal as possible. The decision of trustee in distributing assets in reliance on this paragraph shall be binding, and shall not be subject to challenge by any beneficiary hereunder;

4.9. Tax Consequences. To prepare and file returns and arrange for payment with respect to all local, state, federal and foreign taxes incident to this agreement; to take any action and to make any election, in trustee's discretion, to minimize the tax liabilities of this trust agreement and its beneficiaries, and trustee shall allocate the benefits among the various beneficiaries, and trustee shall make adjustments in the rights of any beneficiaries, or between the income and principal accounts, to compensate for the consequences of any tax election or any investment or administrative decision that trustee believes has had the effect of directly or indirectly preferring one beneficiary or group of beneficiaries over others;

4.10. Bonds; Premium Amortization. To purchase any government bonds and to pay such premiums in connection therewith as trustee deems advisable; provided, however, that any such premium shall be repaid to principal out of the interest on the bond and, to the extent necessary, out of the proceeds from the sale or other distribution of such bond;

4.11. Bank Accounts. To open and maintain bank accounts in the name of trustee with any bank, trust company or savings and loan association authorized and doing business in any State of the United States of America. If more than one trustee shall be acting, the trustees may designate one or more of them to conduct banking activities and to make deposits, withdrawals and endorsements upon giving written notice of such designation to the bank, trust company, or savings and loan association in question; and such bank, trust company or savings and loan association shall be protected in relying upon such designation;

4.12. Principal and Income. Except as otherwise provided herein, trustee shall not be required to establish any reserve for depreciation or to make any charge for depreciation against all or any portion of the income of the trust fund, including any income realized through use of any portion of the trust fund principal in the conduct of a business by the trust fund; but trustee shall have the power, exercisable in trustee's discretion, to determine whether to establish such a reserve and, if so, to fund the same by appropriate charges against the income of the trust fund, such

reserve and charges to be established on such assumptions and in such amounts as trustee, in the trustee's discretion, shall determine. In exercising this discretion conferred on trustee, trustee is requested to take into consideration the fact that settlors' intent is to benefit primarily the income beneficiaries of the trust fund; and,

4.2. General Powers. To do any and all other acts necessary, proper or desirable for the benefit of the trust fund and its beneficiaries, and to effectuate the powers conferred upon the trustee hereunder.

ARTICLE V

SETTLORS' RETAINED POWERS

5.A. Revocation. During the joint lifetimes of settlors, this trust agreement may be revoked in whole or in part with respect to the community estate by an instrument in writing signed by either settlor and delivered to trustee and the other settlor, and with respect to separate property by an instrument in writing signed by the settlor who contributed that property to the trust, delivered to trustee. In the event of such revocation, the community estate or the revoked portion shall revert to both settlors as their community property, and the separate estate shall revert to the settlor respectively creating it and shall constitute his or her separate or quasi-community property as if this trust agreement had not been created. If this trust agreement is revoked with respect to all or a major portion of the assets subject to the agreement, trustee shall be entitled to retain sufficient assets to reasonably secure payment of the liabilities lawfully incurred by trustee in the administration of the trust, including trustee's fees that have been earned, unless settlors shall indemnify trustee against loss or expense.

5.B. Amendment. Settlors may at any time during their joint lifetimes amend any of the terms of this trust agreement by an instrument in writing signed by both settlors and delivered to trustee. No amendment shall substantially increase the duties or liabilities of trustee or change trustee's compensation without trustee's consent, nor shall trustee be obligated to act under such an amendment unless trustee accepts it. If a trustee is removed, settlor shall pay to trustee any sums due and shall indemnify trustee against liability lawfully incurred by trustee in the administration of the trusts.

5.C. Revocation and Amendment by Surviving Settlor. On the death of the first settlor, the surviving settlor shall have the power to amend, revoke, or terminate the "Marital Trust" (as hereinafter defined in Paragraph 6.D.), but the "Residual Trust" (as hereinafter defined in Paragraph 6.D.) may not be amended, revoked, or terminated.

On revocation or termination of the Marital Trust, all of its assets shall be delivered to the surviving settlor. Revocation and amendment shall be made in the manner as herein above provided in Paragraphs 5.A. and 5.B.

On the death of the surviving settlor, neither trust may be amended, revoked, or terminated.

5.D. Powers Personal to Settlor. The powers of settlors to revoke or amend this trust agreement are personal to settlors and shall not be exercisable in settlors' behalf by any guardian, conservator, or other person, except that revocation or amendment may be authorized, after notice to trustee, by the court that appointed the guardian or conservator.

5.E. Life Insurance.

(1) All rights, benefits, privileges, and options available to settlors during settlors' lifetimes as the owners of or the insured under any and all insurance policies, if any, within the operation of this trust agreement shall be retained by and for the sole benefit of settlors, regardless of the terms of this agreement and of the fact that trustee is named beneficiary in such policies, and shall not be subject to the trust.

(2) During the lifetime of husband or wife, as the case may be, the duty and responsibility concerning the payment of premiums and other charges, if any, within the operation of the trust shall rest solely upon husband and/or wife unless this responsibility has been expressly delegated to and accepted by trustee, or unless subsequent provisions of this agreement specifically provide to the contrary.

(3) It is the husband's and/or wife's intention to transfer the rights to the trust and to make the trust the beneficiary of certain policies of life insurance insuring the life of husband and/or his wife and owned by the other spouse. Any such policies shall be held in trust during the life of the insured, in the discretion of trustee, and collected upon the respective insured spouse's death. During the lifetime of the insured spouse, however, and while the insured spouse is acting as trustee, the insured spouse shall have no power over such policies as trustee. Any decisions with respect to such policies shall be made by the other trustees then acting. Trustee shall not apply these policies in any manner whatsoever for the insured spouse as beneficiary hereunder. During the lifetime of the owner of the rights, however, it is hereby agreed that the rights will remain such spouse's separate property with the insured spouse having no community or other interest therein.

(4) Upon the death of husband or wife, as the case may be, the trustee shall proceed immediately to collect the net proceeds of policies, if any, on the life of husband or wife, as the case may be, which are then payable to trustee, and shall hold

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Handwritten signature and date: 7/7/71

such proceeds for the purposes and upon the trusts provided in Article VI of this agreement. Payment to trustee by an insurance company of the proceeds of any of such policies and receipt of such proceeds and release from such policies by trustee shall be a full discharge of the liability of such insurance company with respect to such proceeds, and no insurance company need inquire into or take notice of this agreement or see to the application of such payments. Trustee may, and upon being indemnified to its satisfaction against all costs and expenses so incurred, shall prosecute and maintain any litigation necessary to enforce payment of such policies.

3.F. Tangible Personal Property. While the husband and/or wife are living, husband and wife reserve the right to retain the control, use and possession of any or all of the tangible personal property included in the trust fund as one of the retained benefits from the trust fund. Husband and wife undertake to preserve and maintain all such retained property. Husband and/or wife expressly limit trustee's responsibility with respect to the property so retained to its function as the holder of legal title until husband and/or wife surrender his or her right to the use and possession of any such property or until his and/or her death. Husband and/or wife may surrender his and/or her right to the use and possession of any such property, and from time to time by written notice to trustee may resume the use and possession of any such surrendered property if it is then a part of the trust fund and available for such use. In addition, husband and/or wife shall have the right, exercisable by written notice to trustee on terms specified by them, to direct the sale, transfer, mortgage or other disposition of any such property, with or without consideration, and trustee shall take all actions necessary to comply with the terms of such notice. In the event husband and/or wife surrender any such property to trustee, or upon their deaths, trustee shall take possession, assume control, preserve and maintain such property. Trustee shall be responsible and accountable only for that tangible personal property in the trust fund which is actually in its possession or control or, if retained by husband and/or wife, is found by application of reasonable diligence in husband's or wife's possession or control at husband or wife's death or at such other time that trustee asserts control.

3.G. Real Property. Husband and/or wife reserve the right to have complete and unlimited use and control of any real property which may ever constitute an asset of the trust estate and which is occupied by husband and/or wife for residential purposes. Such use and control shall be without rent or other pecuniary accountability to trustee. As part of such use and control, husband and/or wife and not trustee shall have the responsibility to manage such property, pay taxes, insurance, water, rent and all other charges against the property, and may, at his or her option, charge such expenses to the trust fund, or may request reimbursement for any advances made by his and/or her for such purposes.

5.H. Special Authority to Husband and/or Wife as Co-Trustees. Husband and/or wife acting as co-trustees, during their joint lifetimes, may on each one's separate direction alone negotiate securities and bank or savings accounts, and deal with the entire trust fund and its assets, including also but not limited to any real property, without two signatures being required. Any third party dealing with the trust may rely upon this singular authority without any further evidence.

ARTICLE VI

DISPOSITION OF TRUST FUND

6.A. Trustee's Basic Duties. During the term of this trust agreement, trustee shall hold, manage, invest and reinvest the trust fund, collect the income and profits from it, pay the necessary expenses of trust administration, and distribute the net income and principal as provided in this ARTICLE VI.

6.B. Disposition During Settlor's Lifetime. During the joint lifetimes of husband and wife, trustee shall pay to them or apply for their benefit the entire net income of the community estate at least quarter-annually, or in more frequent installments. At the written request of husband or wife as co-managers of the community property, trustee shall pay to him or her as community property so much of the principal of the trust estate as he or she shall request. During the joint lifetimes of husband and wife, trustee shall also pay to husband or wife, respectively, or shall apply for their benefit, the entire net income of the husband's or wife's separate estate, quarter-annually or in more frequent installments. At the written request of husband or wife who transferred the separate estate to the trust, trustee shall pay to him or her so much of the principal of the separate estate established by him or her as he or she shall request.

6.C. Disposition During Settlor's Incapacity. If at any time, in trustee's discretion, either settlor has become physically or mentally incapacitated, whether or not a court of competent jurisdiction has declared him or her incompetent, mentally ill, or in need of a conservator, trustee shall pay to the other settlor, or apply for the benefit of either settlor first from the community estate, and then equally from the separate estate of settlors, the amounts of net income and principal necessary in trustee's discretion for the proper health, support, and maintenance of both settlors in accordance with their accustomed manner of living at the date of such incapacity, until the incapacitated settlor is again able to manage his or her own affairs, or until the earlier death of either settlor. The nonincapacitated settlor may also withdraw from time to time accumulated trust income and principal of community property. Income and principal from community property so paid or withdrawn shall be held and administered as community property by the nonincapacitated settlor. Any income in excess of the amounts

applied for the benefit of the settlors shall be accumulated and added to principal of the community or the separate estate as the case may be.

6.5. Division of Trust Fund Upon Death of First Settlor.
The first settlor to die shall be called the "Deceased Spouse" and the living settlor shall be called the "Surviving Spouse." On the death of the Deceased Spouse, trustee shall divide the trust fund, including any additions made to the trust by reason of his or her death, such as from the decedent's Will or life insurance policies on the decedent's life, into two separate trusts, designated the "Marital Trust" and the "Residual Trust."

(1) The Marital Trust shall include the Surviving Spouse's interest in settlors' community property, including the Surviving Spouse's interest in the settlors' quasi-community property, and the Surviving Spouse's separate estate, if any, included in or added to the trust fund in any manner, including any undistributed or accrued income on it. The Marital Trust shall also include that amount of the trust fund as shall equal the maximum marital deduction allowable for determining the federal estate tax payable by virtue of the death of the Deceased Spouse, without regard to any property as to which the Deceased Spouse is the "deemed transferor" as defined in Section 2612 of the Internal Revenue Code, reduced by the final federal estate tax values of all other property interests that pass or have passed to or in trust for the Surviving Spouse, and that qualify for the marital deduction; provided, however, that if after taking into account all other allowed deductions and credits for federal estate tax purposes in the estate of the Deceased Spouse, such maximum marital deduction amount is in excess of that required to result in no federal estate tax being due with respect to the Deceased Spouse's estate, then the amount which shall be allocated to the Marital Trust under this subparagraph shall be reduced to the minimum amount of such marital deduction which would result in a value for the Deceased Spouse's taxable estate on which there will be no federal estate tax payable, after taking into account the amount of all other such gifts to the Surviving Spouse qualifying for the marital deduction and all other available deductions and credits against the federal estate tax. This amount, as finally determined above, may be satisfied in cash or in kind, or partly in each, with assets eligible for the marital deduction; provided, however, that assets allocated in kind shall be deemed to satisfy this amount on the basis of their values at the date or dates of distribution to the Marital Trust.

The Surviving Spouse shall have the power to require trustee to make all or part of the principal of the Marital Trust productive or to convert promptly any unproductive part of the trust fund into productive property. This power shall be exercised by the Surviving Spouse in a written instrument delivered to trustee.

(2) It is the settlors' intention to have the Marital Trust qualify for the marital deduction under Section 2056 of the Internal Revenue Code and the regulations pertaining to that section or any corresponding or substitute provisions applicable to the trust fund. In no event shall trustee take any action or have any power that will impair the marital deduction, and all provisions regarding the Marital Trust shall be interpreted to conform to this primary objective.

(3) The Residual Trust shall consist of the balance of the trust fund.

(4) If the Surviving Spouse requires the use of the principal residence used by settlors during their joint lifetimes, either temporarily or permanently, such residence may be allocated in whole or in part to the Marital Trust, or to the Residual Trust, in which latter case the Surviving Spouse shall have the use of such property (or portion thereof). The allocation decision shall be made by trustee in its discretion after considering all the facts and circumstances then existing. Otherwise, settlors request, but do not direct that income items be allocated to the full extent possible to the Marital Trust.

6.E. Deferral of Division or Distribution. Whenever trustee is directed to make a distribution of trust assets or a division of trust assets into separate trusts or shares on the death of husband and/or wife, trustee may, in trustee's discretion, defer such distribution or division until six (6) months after such settlor's death.

When trustee defers distribution or division of the trust assets, the deferred division or distribution shall be made as if it had taken place at the time prescribed in this trust agreement in the absence of this paragraph, and all rights given to the beneficiaries of such trust assets under other provisions of this trust agreement shall be deemed to have accrued and vested as of such prescribed time.

6.F. Authorized Actions at Settlor's Death. At and after husband's death (and/or the wife's death), trustee is authorized and directed to pay over unto such settlor's executor, administrator, or personal representative so much of the trust fund (as hereinafter set forth in Paragraphs 6.G. and 6.H., and specifically limited to the Marital Trust at the death of the Surviving Spouse) as such executor, administrator, or personal representative shall state in writing is necessary or desirable to provide such settlor's estate with funds with which to pay settlor's funeral expenses, debts, cost of administration of settlor's estate and all of the taxes of settlor's estate, including transfer, estate and inheritance taxes which may be imposed upon settlor's estate, upon the trust fund and/or upon any property or interest in property, legal or equitable, which is included in settlor's estate for any such taxes, and any such statement of such settlor's executor, administrator, or personal

representative (regardless of the nature or extent of the assets held in settlor's estate) shall be binding and conclusive upon trustee and upon all persons and corporations having any interest in the trust fund.

(1) If such executor, administrator, or personal representative fails to furnish any such directions or if no such executor, administrator, or personal representative is appointed, trustee may, in its discretion, pay in whole or in part all debts which are due and enforceable against settlor's estate, the expenses of the last illness, funeral, and administration and all death taxes and other governmental charges imposed under the laws of the United States or of any state or country by reason of such death.

(2) If trust assets are utilized to pay any or all of the death taxes imposed under the laws of the United States, and to the extent contained in the trust fund, trustee shall first utilize those obligations of the United States which are redeemable at par when applied for such purposes (commonly referred to as "flower bonds"). Trustee is specifically authorized to utilize such obligations for payment of that portion of the estate tax attributable to assets which are not contained in the trust fund, but which are included in settlor's estate.

(3) Anything hereinbefore contained to the contrary notwithstanding, trustee shall not pay any of the charges, costs, taxes or other expenses as above specified in this Paragraph 6.F., next specified in Paragraph 6.G., as hereinbelow specified in Paragraph 6.H., or any other obligations of such settlor or such settlor's estate from funds received from qualified retirement plans that are excludable from such settlor's gross estate for federal estate tax purposes or from proceeds of insurance policies on such settlor's life. However, to the extent there are no other assets available for such purposes, or to the extent the trust includes insurance proceeds in excess of the amount of the insurance exemption available under the California Revenue and Taxation Code, trustee, in its discretion, may use insurance proceeds that are otherwise taxable in such settlor's estate for federal estate tax purposes for such payments.

6.G. Deceased Spouse's Expenses. On the death of the Deceased Spouse, and to the extent authorized by Paragraph 6.F. as hereinabove specified, trustee shall pay out of the trust fund such charges, costs, taxes or other expenses in the following manner:

(1) Any payment for estate or inheritance taxes shall be charged to and paid from the Residual Trust without apportionment or charge against any beneficiary of the trust fund.

(2) Payments for last-illness, funeral and other administration costs shall be charged to the Residual Trust, provided, however, that administration costs allocable to the

Surviving Spouse's share of the community property administered in the Decedent Spouse's estate shall be charged to the Marital Trust.

(3) Payment of any of decedent's debts shall be charged against the Residual Trust, provided, however, that to the extent that the Marital Trust includes any interest in the survivor's share of the community property, debts allocable against community property shall be charged against the Marital Trust and the Residual Trust in accordance with California law in effect at the date of decedent's death, but the charges against the Marital Trust shall not exceed the value of the survivor's share of the community property allocable to the Marital Trust.

6.H. Payments of Income to Surviving Spouse. Trustee shall pay to or apply for the benefit of the Surviving Spouse the net income of both the Marital Trust and the Residual Trust in quarter-annual or more frequent installments.

6.I. Payments of Principal to Surviving Spouse.

(1) If trustee considers the income of said trusts to be insufficient, trustee shall also pay to or apply for the benefit of the Surviving Spouse such sums out of the principal of the Marital Trust as trustee, in trustee's discretion, shall consider necessary for the Surviving Spouse's proper health, support, comfort, enjoyment, and welfare. In addition, trustee shall pay the Surviving Spouse as much of the principal of the Marital Trust as the Surviving Spouse shall request in writing.

Trustee shall exercise in a liberal manner the power to invade principal of the Marital Trust, and the rights of the remaindermen in the trust shall be considered of secondary importance.


(2) If trustee considers the income of both trusts and the principal of the Marital Trust to be insufficient, trustee shall also pay to or apply for the benefit of the Surviving Spouse such sums out of the principal of the Residual Trust as trustee, in trustee's discretion, shall consider necessary for the Surviving Spouse's proper health, support and maintenance.

Payments out of principal to the Surviving Spouse shall be made first out of the Marital Trust until it is exhausted and thereafter out of the Residual Trust, except that all or any part of those payments of this subparagraph (2) may be made from the Residual Trust without exhausting the Marital Trust if trustee considers it advisable.

6.J. Special Withdrawal Rights of Surviving Spouse. In addition to any other payments that husband or wife, as Surviving Spouse, may receive, trustee shall pay to him or her during his or her lifetime from the principal of the Residual Trust, such amounts as such Surviving Spouse may from time to time request in

withdrawing, not exceeding in any calendar year the greater of the following amounts: Five Thousand Dollars (\$5,000.00) or five percent (5%) of the value of the principal of the trust, determined as of the end of the calendar year. This right of withdrawal is noncumulative, so that if the Surviving Spouse does not withdraw, during any calendar year, the full amount to which he or she is entitled under this provision, the right to withdraw the amount not withdrawn shall lapse at the end of that calendar year.

6.F. Power of Appointment in Surviving Spouse. On the death of the Surviving Spouse, trustee shall distribute the balance then remaining, if any, of the Marital Trust, including both principal and any accrued or undistributed income, to such one or more persons or entities, including the Surviving Spouse's own estate, and on such terms and conditions, either outright or in trust, as the Surviving Spouse shall appoint by a Will specifically referring to and exercising this general power of appointment. Any of the Marital Trust not effectively appointed by the Surviving Spouse in this manner shall be added to the Residual Trust, to follow the disposition thereof in all respects as hereinafter provided; however, trustee shall, to the extent and in the manner authorized by Paragraph 6.F. (as hereinabove specified), first pay out of the Marital Trust not so appointed, the Surviving Spouse's last illness and funeral expenses, attorney's fees and other costs incurred in administering his or her probate estate, other obligations incurred for his or her support, and any estate or inheritance taxes (including interest and penalties) occasioned by the Surviving Spouse's death.

 6.G. Distribution at Surviving Spouse's Death. On the death of the Surviving Spouse, trustee shall hold, administer and distribute the Residual Trust, as then constituted, or the entire trust fund, as the case may be, all of which is hereafter referred to as the "Trust Estate," as follows:

Trustee shall transfer and deliver, free of trust, such items of settlors' tangible personal property as may then be included in the Trust Estate to settlors' children who survive the Surviving Spouse by thirty (30) days in accordance with any written instructions left by settlors or, if no such instructions are left, in equal shares as said children shall agree. If said children cannot agree, such property shall be divided among said children by trustee in as nearly equal shares as trustee, in trustee's absolute discretion, shall deem practicable having due regard for the personal preferences of said children.

Trustee shall divide the Trust Estate into shares for settlors' then living issue so that the number of shares set aside, the issue for whom such shares shall be set aside and the relative values thereof shall be determined per stirpes.

As to each share set aside for any of settlors' then living children, trustee shall hold the same in further trust hereunder and pay over the net income of such share, as the same may then be constituted, unto the child for whom such share shall be set aside for and during the remainder of the life of such child or until the whole of such share shall have been sooner distributed unto him or her. Trustee shall also pay over unto such child, after he or she shall have attained the age of twenty-one (21) years, so much of the principal of the share set aside for such child as he or she shall request in writing at any time or times, provided, however, that the aggregate of all such payments of principal so made unto such child prior to his or her attaining the age of twenty-five (25) years shall not exceed one-quarter of the value of the share set aside for him or her at the time of the setting aside of such share, provided further that the aggregate of all such payments of principal so made unto such child prior to his or her attaining the age of thirty (30) years shall not exceed one-half of the value of the share set aside for him or her at the time of the setting aside of such share, provide further that the aggregate of all such payments of principal so made unto such child prior to his or her attaining the age of thirty-five (35) years shall not exceed three-quarters of the value of the share set aside for him or her at the time of the setting aside of such share.

In the event of the death of any child of settlors for which child a share or any undistributed part thereof shall then be held in trust hereunder, trustee shall (upon the death of such child) transfer and deliver forthwith such share, or the undistributed part thereof as shall then be held in trust hereunder, free from this trust, unto such of the then living issue, per stirpes, of the child so dying, or if there shall be no issue then living of such child so dying, then unto settlors' then living issue (whenever born), per stirpes, provided that any portion of the share of such child so dying distributable to any other child of settlors for whose benefit a share or part of a share shall then be held in trust hereunder shall be added to the share or part of a share then being held for such then living child, and shall thenceforth be held, administered and distributed as a part thereof.

As to each share so set aside (at the time hereinbefore provided for the division of the trust fund into shares) for an issue of settlor more remote than a child of settlor, trustee shall transfer and deliver forthwith unto such issue the share set aside for him or her.

If no issue of settlors' shall be living at the death of settlors, then upon the death of the surviving spouse, or if any of settlors' children for whom a share of the Trust Estate shall have been set aside shall die prior to the distribution of the whole of such share without there being any issue of settlors surviving such child, then upon the death of such child, trustee


shall transfer and deliver such part of the trust fund as shall then be held in trust hereunder to husband's brother, JOHN FLINT DILLE, Jr., or his issue by right of representation.

TRUST: PAGE 25


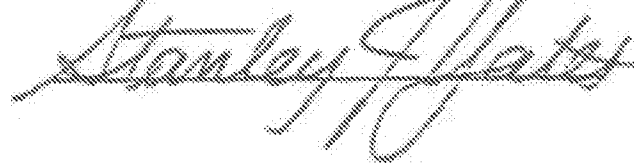
Handwritten initials and date: JCD 9/7/70

Executed this 16th day of August, 1979, in the
City of Monterey, County of Monterey, State of California.



ROBERT C. DILLE,
Settlor


VIRGINIA N. DILLE,
Settlor

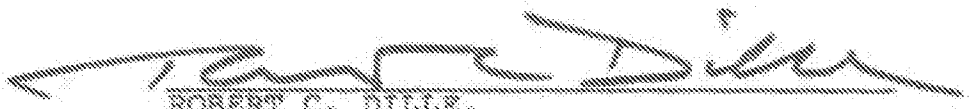
Witness:

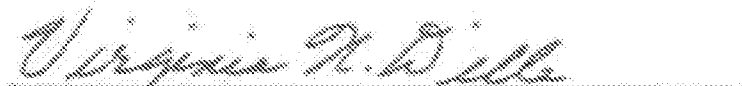



I hereby state that the terms of this trust agreement meet
the desired intentions of settlors and are in the proper legal
form.


DENNIS W. FOX,
Attorney for Settlers

We hereby acknowledge receipt of the property described in
Schedule A, accept the terms of THE DILLE FAMILY TRUST, and
covenant that we will execute the trust with all due fidelity.


ROBERT C. DILLE,
Trustee


VIRGINIA N. DILLE,
Trustee

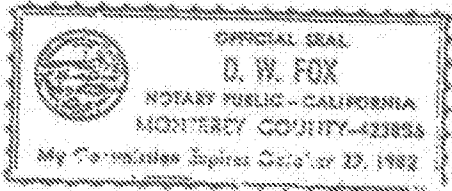
STATE OF CALIFORNIA)

COUNTY OF MONTEREY)

ss.

On this, the 10th day of August, 1979, before me, the undersigned, personally appeared ROBERT C. DILLE and VIRGINIA W. DILLE, known to me to be the persons whose names are subscribed to the within trust agreement as settlors and trustees, and acknowledged that they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



[Handwritten Signature]
NOTARY PUBLIC

SCHEDULE A

Schedule A to THE DILLE FAMILY TRUST includes the following:

1. Ten Dollars (\$10.00) in cash

ROBERT C. DILLE COAST ROAD, NO. 1 ROUTE 1, BOX 235 CARMEL, CA 93923		9055
PAY TO THE ORDER OF <i>Dille Family Trust</i>		<i>August 10 1979</i> 11-21/492 21910
<i>Ten and 00/100</i>		\$ 10 ⁰⁰ / ₁₀₀
CARMEL OFFICE WELLS FARGO BANK NATIONAL ASSOCIATION SAN CARLOS ST., CARMEL, CA 93921		DOLLARS
<i>Virginia N. Dille</i>		
⑆121000248⑆055 0412 30222⑆		

ACCEPTED:

DATE: *August 16th, 1979*

Robert C. Dille
ROBERT C. DILLE,
Trustee

Virginia N. Dille
VIRGINIA N. DILLE,
Trustee

EXHIBIT J

COPY

AMENDMENT

THIS AMENDMENT, made and executed in the City of Monterey, State of California, by and between ROBERT C. DILLE and VIRGINIA N. DILLE (hereinafter referred to as "settlers") and ROBERT C. DILLE and VIRGINIA N. DILLE (hereinafter referred to as "trustee").

WITNESSETH

WHEREAS, on or about August 18, 1979, the parties hereto made and entered into an agreement wherein and whereby certain trusts were created and known as THE DILLE FAMILY TRUST;

WHEREAS, several provisions of said trust agreement require revision in view of the changes in the Federal Estate Tax Law effective January 1, 1982 as a result of "The Economic Recovery Tax Act of 1981" and,

WHEREAS, pursuant to the power reserved in said original agreement, the settlers now desire to amend said trust agreement in the manner particularly hereinafter set forth,

NOW, THEREFORE, IN CONSIDERATION OF THESE PREMISES AND OTHERS, IT IS AGREED AS FOLLOWS:

1. That Paragraph 2.C. of Article II of said Agreement shall be, and the same is hereby canceled, annulled and rescinded and in lieu thereof the following shall be, and the same is hereby substituted:

"2.C. Successor Trustees. If husband or wife fails to qualify or ceases to act for any reason, during his or her lifetime, the other of said trustees shall act as sole trustee of the trust. After the death of either settlor, the surviving settlor shall act as sole trustee of the Marital Trust (as hereinafter defined in Paragraph 8.D.) and the surviving settlor and settlors' friend and attorney, ARTHUR MARTIN, shall become co-trustees of the Residual Trusts (as hereinafter defined in Paragraph 8.D.). In the event that said ARTHUR MARTIN fails to qualify or ceases to act for any reason, settlors' attorney, DENNIS W. FOX, shall immediately become co-trustee with the surviving settlor. If the above-named successor co-trustees are unable to qualify or cease to act for any reason, AMERICAN GUARANTY & TRUST COMPANY, a Delaware corporation, shall immediately become co-trustee with the surviving settlor. In the event that the surviving settlor fails to qualify or ceases to act for any reason, or at the death of the surviving settlor, the then-acting co-trustee shall act as sole trustee of all trusts created hereunder. If such trustee thereafter ceases to act for any reason, the designation and order of the successor trustees shall be the same as hereinabove set forth."

2. That the following Exhibit C, Page 2 of 7 is added to the beginning of Paragraph 2.G. of Article II:

"Other than the income interest of the surviving settlor in Residual Trust "B" (as hereinafter defined in Paragraph 4.D.),"

3. That the words "Residual Trust" in Paragraph 3.A. of Article III and subparagraph (2) of Paragraph 5.C. of Article V shall be, and hereby are changed to read "Residual Trusts".

4. That Paragraph 3.E. of Article III shall be, and hereby is cancelled, annulled and rescinded and in lieu thereof the following shall be, and the same is hereby substituted:

"3.E. Disputes.

(1) During such time that individual co-trustees are then acting, whenever there shall be a dispute, deadlock or difference of opinion between them on a question of joint discretion, the determination of the majority shall be binding, but the dissenting trustee or trustees shall bear no liability or accountability for any act or transaction entered into as a result of the enforcement of the majority rule if such trustee or trustees shall have dissented in writing in advance of such act or transaction. Notwithstanding any power of individual signature contained in this trust agreement or hereafter conferred on the trustees, no individual co-trustee shall have the right, power or authority to make any unilateral decision affecting the trust, other than of a purely ministerial nature.

(2) If an individual trustee and a corporate trustee are acting, whenever there shall be a dispute, deadlock or difference of opinion between them on a question of joint discretion, the determination of the individual trustee shall be binding upon the corporate trustee, but the corporate trustee shall bear no liability or accountability for any act or transaction entered into as a result of the enforcement of the individual trustee's privilege if it shall have dissented in writing in advance of such act or transaction."

5. That Paragraph 6.D. of Article VI of said Agreement shall be, and the same is hereby canceled, annulled and rescinded and in lieu thereof the following shall be, and the same is hereby substituted:

"6.D. Division of Trust Fund Upon Death of First Settlor.

The first settlor to die shall be called the "Deceased Spouse" and the living settlor shall be called the "Surviving Spouse". On the death of the Deceased Spouse, trustee shall divide the trust fund, including any additions made to the trust by reason of his or her death, such as from the decedent's Will or life insurance policies on the decedent's life, into two separate trusts, designated the "Marital Trust" and the "Residual Trust".

(1) The Marital Trust shall include the Surviving Spouse's interest in settlors' community property, including the Surviving Spouse's interest in the settlors' quasi-community property, and the Surviving Spouse's separate estate, if any, included in or added to the trust fund in any manner, including any undistributed or accrued income on it.

The Surviving Spouse shall have the power to require trustee to

make all or part of the principal of the Marital Trust productive or to convert promptly any unproductive part of the Marital Trust into productive property. This power shall be exercised by the Surviving Spouse in a written instrument delivered to trustee.

(2) The Residual Trust shall include the Deceased Spouse's interest in settlors' community property, including the Deceased Spouse's interest in the settlors' quasi-community property, and the Deceased Spouse's separate estate, if any, included in or added to the trust fund in any manner, including any undistributed or accrued income on it. The Residual Trust shall be further divided into two (2) separate trusts:

(a) Residual Trust "A" shall consist of the maximum pecuniary (i.e., dollar) amount of the Deceased Spouse's estate not qualifying for the federal estate tax marital deduction which will not cause any more than the minimum possible federal estate tax at the death of the Deceased Spouse, after taking into account (1) all deductions and credits allowable for federal estate tax purposes (including the state death tax credit provided the use of said credit does not require an increase in the amount of state death taxes paid) and (2) the net value of all other property included in the Deceased Spouse's gross estate which passes or has passed under this trust agreement or otherwise to any other person, trust or entity and which does not qualify for the federal estate tax marital or charitable deduction. For purpose of determining the amount of this transfer, final federal estate tax values shall control, and account shall not be taken of any credit that would cause the marital deduction to be disallowed in whole or in part, or of any item not deductible for estate tax purposes because claimed for income tax purposes but all transfers under this trust agreement or otherwise for which the marital deduction would have been allowed but for disclaimer by the Surviving Spouse or non-election by the trustee shall be treated for this purpose as if that deduction had been allowed. This amount, as finally determined above, may be satisfied in cash or in kind, or partly in each, and shall include any policies of insurance the Deceased Spouse may have owned at his or her death on the life of the Surviving Spouse.

(b) Residual Trust "B" shall consist of the balance of the Residual Trust.

(3) Only assets eligible for the estate tax marital deduction shall be allocated to Residual Trust "B", and assets shall not be allocated to Residual Trust "B" for which a foreign death tax credit is allowable, unless other property of the Residual Trust is insufficient to fully fund Residual Trust "B". It is the settlors' intention to have said Residual Trust "B" qualify for the marital deduction under Section 2056(b)(7) of the Internal Revenue Code and the regulations pertaining to that section or any corresponding or substitute provisions applicable to the trust fund. In no event shall trustee take any action or have any power that will impact the marital deduction, and all provisions regarding said Residual Trust "B" shall be interpreted to conform to this primary objective provided, however, notwithstanding the foregoing admonition, trustee may choose to elect to not so qualify all or a portion of said Residual Trust "B" for the marital deduction if, in trustee's absolute discretion, such choice would be in the

best interests of the beneficiaries of this trust. In exercising this discretion conferred on trustee, trustee is requested to take into consideration the fact that settlors' intent is to benefit primarily the Surviving Spouse and the interests of the remaindermen should be considered of secondary importance.

(ii) The Surviving Spouse shall have the power to require trustee to make all or part of the principal of Residual Trust "B" productive or to convert promptly any unproductive part of Residual Trust "B" into productive property. This power shall be exercised by the Surviving Spouse in a written instrument delivered to trustee.

(iii) In the event of non-election of a portion or of all of Residual Trust "B", or in the event of a disclaimer by the Surviving Spouse in Residual Trust "B", such non-elected or disclaimed portion shall be added to Residual Trust "A" and shall, for all purposes under this trust agreement, be treated as a part thereof.

(iv) At the death of the Surviving Spouse, any accrued but unpaid income on Trust "B" shall be added to the Marital Trust or, if the Marital Trust has been previously revoked by the Surviving Spouse, to the Surviving Spouse's estate.

(3) If the Surviving Spouse required the use of the principal residence used by settlors during their joint lifetimes, either temporarily or permanently, such residence may be allocated in whole or in part to the Marital Trust, or to the Residual Trusts, in which latter case the Surviving Spouse shall have the use of such property (or portion thereof). The allocation decision shall be made by trustee in its discretion after considering all the facts and circumstances then existing. Otherwise, settlors request, but do not direct that income items be allocated to the full extent possible to the Marital Trust."

6. That Paragraphs 8.F., 8.G., 8.H., 8.I. and 8.J. of Article VI of said Agreement shall be, and the same are hereby canceled, annulled and rescinded and in lieu thereof the following shall be, and the same are hereby substituted:

"8.F. Authorized Actions at Settlor's Death. At and after husband's and/or wife's death, trustee is authorized and directed to pay over unto such settlor's executor, administrator, or personal representative so much of the trust fund (as hereinafter set forth in Paragraphs 8.G. and 8.K., and as specifically limited in subparagraph (1) at the death of the Surviving Spouse) as such executor, administrator, or personal representative shall state in writing is necessary or desirable to provide such settlor's estate with funds with which to pay settlor's funeral expenses, debts, cost of administration of settlor's estate and all of the taxes of settlor's estate, including transfer, estate and inheritance taxes which may be imposed upon settlor's estate, upon the trust fund and/or upon any property or interest in property, legal or equitable, which is included in settlor's estate for any such taxes, and any such statement of such settlor's executor, administrator, or personal representative (regardless of the nature or extent of the assets held in settlor's estate) shall be binding and conclusive upon trustee and upon all persons and corporations having any interest in the trust fund.

(1) At the death of the Surviving Spouse, such authorized payments shall be limited to the Marital Trust and shall specifically exclude the payment of any generation-skipping transfer tax; provided, however, that any transfer, estate and inheritance taxes which may be imposed upon Residual Trust "B" shall be paid by trustee from said Residual Trust "B".

(2) If such executor, administrator, or personal representative fails to furnish any such directions or if no such executor, administrator, or personal representative is appointed, trustee may, in its discretion, pay in whole or in part all debts which are due and enforceable against settlor's estate, the expenses of the last illness, funeral, and administration and all death taxes and other governmental charges imposed under the laws of the United States or of any state or country by reason of such death.

(3) If trust assets are utilized to pay any or all of the death taxes imposed under the laws of the United States, and to the extent contained in the trust fund, trustee shall first utilize those obligations of the United States which are redeemable at par when applied for such purposes (commonly referred to as "Flower bonds"). Trustee is specifically authorized to utilize such obligations for payment of that portion of the estate tax attributable to assets which are not contained in the trust fund, but which are included in settlor's estate.

(4) Anything hereinbefore contained to the contrary notwithstanding, trustee shall not pay any of the charges, costs, taxes or other expenses as above specified in this Paragraph 6.F., next specified in Paragraph 6.G., as hereinbelow specified in Paragraph 6.H., or any other obligations of such settlor or such settlor's estate from funds received from qualified retirement plans that are excludable from such settlor's gross estate for federal estate tax purposes or from proceeds of insurance policies on such settlor's life. However, to the extent there are no other assets available for such purposes, or to the extent the trust includes insurance proceeds in excess of the amount of the insurance exemption available under California Law, trustee, in its discretion, may use insurance proceeds that are otherwise taxable in such settlor's estate for federal estate tax purposes for such payments.

6.G. Deceased Spouse's Expenses. On the death of the Deceased Spouse, and to the extent authorized by Paragraph 6.F. as hereinabove specified, trustee shall pay out of the trust fund such charges, costs, taxes or other expenses in the following manner:

(1) Any payment for estate or inheritance taxes shall be charged to and paid from Residual Trust "A" without apportionment or charge against any beneficiary of the trust fund.

(2) Payments for last-illness, funeral and other administration costs shall be charged to Residual Trust "A", provided, however, that administration costs allocable to the Surviving Spouse's share of the community property administered in the Deceased Spouse's estate shall be charged to the Marital Trust.

(3) Payment of any decedent's debts shall be charged against Residual Trust "A", provided, however, that to the extent that the Marital Trust includes any interest in the survivor's share of the

community property, debt attributable to community property shall be charged against the Marital Trust and Residual Trust "A" in accordance with California Law in effect at the date of decedent's death, but the charges against the Marital Trust shall not exceed the value of the survivor's share of the community property allocable to the Marital Trust.

8.H. Payments of Income.

(a) Trustee shall pay to or apply for the benefit of the Surviving Spouse the net income of the Marital Trust and Residual Trust "B" in quarter-annual or more frequent installments.

(b) Trustee, in its sole and absolute discretion, shall pay to or for the benefit of the Surviving Spouse and/or the Deceased Spouse's issue, in equal or unequal distributions, such part of the net income of Residual Trust "A" on a yearly or such other basis as deemed advisable for the comfort and maintenance of such beneficiaries. Such power is to be exercised by the trustee in its sole discretion but with full knowledge that one purpose of said distribution would be to avoid the tax provisions concerning income accumulation by trusts and the resulting tax recomputations required by the trust beneficiaries upon final distribution of any accumulated income. Any income not so distributed shall be added to principal.

8.I. Payments of Principal to Surviving Spouse.

(1) If trustee considers the income of said trusts to be insufficient, trustee shall also pay to or apply for the benefit of the Surviving Spouse such sums out of the principal of the Marital Trust as trustee, in trustee's discretion, shall consider necessary for the Surviving Spouse's proper health, support, comfort, enjoyment, and welfare. In addition, trustee shall pay the Surviving Spouse as much of the principal of the Marital Trust as the Surviving Spouse shall request in writing.

Trustee shall exercise in a liberal manner the power to invade principal of the Marital Trust, and the rights of the remaindermen in the trust shall be considered of secondary importance.

(2) If trustee (if co-trustees are then acting and the Surviving Spouse is a co-trustee, this power shall be limited to the co-trustee or co-trustees other than the Surviving Spouse) considers the income of the Marital Trust and both Residual Trusts and the principal of the Marital Trust to be insufficient, trustee shall also pay to or apply for the benefit of the Surviving Spouse such sums out of the principal of either Residual Trust as trustee, in trustee's discretion, shall consider necessary for the Surviving Spouse's proper health, support and maintenance.

Payments out of principal to the Surviving Spouse shall be made first out of the Marital Trust until it is exhausted, then out of Residual Trust "B" until it is exhausted and thereafter out of Residual Trust "A".


8.J. Special Withdrawal Rights of Surviving Spouse. In addition to any other payments that husband or wife, as Surviving Spouse, may receive, trustee shall pay to him or her during his or her lifetime from the principal of Residual Trust "B" until it is exhausted and thereafter out of Residual Trust "A" (specifically excluding,

however, the cash or surrender value of any insurance on the life of the Surviving Spouse), such amounts as such Surviving Spouse may from time to time request in writing, not exceeding in any calendar year the greater of the following amounts: Five Thousand Dollars (\$5,000.00) or five percent (5%) of the value of the principal of said Residual Trust "B" (or five percent (5%) of the value of the principal of said Residual Trust "A" if Residual Trust "B" has been exhausted, determined as of the end of the calendar year. This right of withdrawal is noncumulative, so that if the Surviving Spouse does not withdraw, during any calendar year, the full amount to which he or she is entitled under this provision, the right to withdraw the amount not withdrawn shall lapse at the end of that calendar year."

7. Except as the same may be amended hereby, the provisions of said trust agreement dated August 16, 1979, shall be, and the same are hereby ratified and confirmed.

IN WITNESS WHEREOF, this Amendment is executed on this 5th day of January, 1982, at Monterey, California.

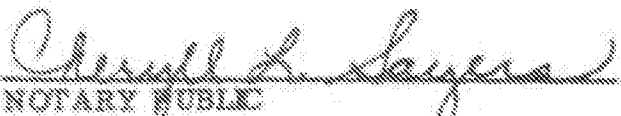

ROBERT C. DILLE,
Settlor-Trustee


VIRGINIA N. DILLE,
Settlor-Trustee

STATE OF CALIFORNIA }
COUNTY OF MONTEREY }

On this 5th day of JANUARY, 1982, before me, the undersigned, personally appeared ROBERT C. DILLE and VIRGINIA N. DILLE, known to me to be the persons whose names are subscribed to the within instrument and also known to me to be the persons whose names are subscribed to that certain unrecorded trust agreement dated August 16, 1979, and known as THE DILLE FAMILY TRUST, and acknowledged to me that they executed the same.

WITNESS my hand and official seal.


NOTARY PUBLIC

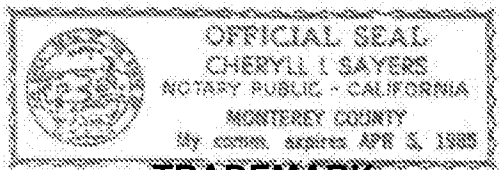


EXHIBIT K

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA

IN RE:)	
)	
DILLE FAMILY TRUST,)	Bankruptcy No. 17-24771-JAD
)	
Debtor.)	Chapter 11
_____	X	

MEMORANDUM OPINION

It is clear and convincing that the above captioned Chapter 11 case is not making any meaningful progress towards a successful reorganization. In fact, the undisputed record of this case is that while the debtor has been a debtor-in-possession, it

1. Has no business operations;
2. Has no meaningful income;
3. Is liquidating as opposed to reorganizing;
4. Has incurred administrative expenses in the form of professional fees and yet has no liquid assets available to satisfy them;
5. Has incurred administrative expenses in the form of professional fees, yet does not identify them in its monthly financial reports (as the line item for professional fees incurred reflects nothing in each report on file);
6. Has invoked the automatic stay for the primary purpose of

avoiding a trial regarding the debtor's alleged interest in various intellectual property;

7. Has replaced the non-bankruptcy forum litigation costs with the costs associated with the litigation that has consumed this bankruptcy case (namely, whether the debtor is eligible for bankruptcy relief; whether this case was filed in good faith; whether the debtor may sell the disputed assets; and whether the automatic stay should be lifted as to the entities having a competing interest in the disputed property);
8. Has obfuscated lawful discovery requests propounded by litigants who have challenged the debtor's eligibility to be a debtor in bankruptcy, who have challenged the good faith basis of the debtor's commencement of this case (i.e., have contended that the bankruptcy is nothing but a litigation tactic), and who have challenged the debtor's ability to sell the disputed property interests;
9. Has provided affidavits which are evasive or incomplete or misleading in support of defective answers to discovery;
10. Has ignored and/or obfuscated directives of this Court to produce documents responsive to lawful discovery requests and has provided no convincing arguments excusing such failures;
11. Has improperly and without appropriate excuse withheld documents responsive to discovery requests;
12. Cavalierly claimed that its woefully inadequate responses to discovery were "un-important" or "no big deal" or something to that effect, despite the fact that the debtor is a fiduciary, has a duty to answer discovery and despite the

fact that the debtor bears the burden of proving that its bankruptcy case is one that has been filed and prosecuted in good faith;

13. Is unable to pay a monetary sanction as a result of its failure to answer lawful discovery as the debtor has no liquid assets;
14. Has not demonstrated to the Court and has not convinced the Court that the debtor's contumacious failure to respond to discovery requests will cease;
15. Despite the fact that it acknowledged the existence of the ownership dispute(s) as to intellectual property rights at issue in this case, has improperly sought to pursue a "free and clear" sale of the disputed or alleged rights only to be "corrected" once the Court and certain parties-in-interest questioned the legitimacy of such efforts;
16. Has listed on the internet various assets for sale without first obtaining prior approval of this Court;
17. Has consulted or utilized the services of counsel (Mr. Herrman) who has not been retained by an order of this Court, and who may have a conflict of interest (as his firm is an alleged pre-petition creditor and his spouse is both an alleged trustee of the Dille Family Trust and owner of a related entity that is alleged to have entered into a licensing agreement with the debtor); and
18. Admitted that the beneficiaries of the debtor-trust are deadlocked, and one 50% beneficiary received no notice and did not consent to the filing of the instant bankruptcy.

In light of all of the circumstances of this case, the record is clear

and convincing that "cause" supports the appointment of a Chapter 11 Trustee in this case pursuant to 11 U.S.C. §§ 1104(a)(1) and (a)(2).

Such appointment is not only appropriate given the aforementioned items of "cause," it is also appropriate given the acrimony and pervasive litigation that has consumed this case. See e.g. In re Marvel Entertainment Group, Inc., 140 F.3d 463 (3d Cir. 1998)(appointment appropriate given high level of acrimony).

In rendering its decision directing the appointment of a Chapter 11 Trustee, the Court duly considered the debtor's suggestion that an examiner be appointed in lieu of the appointment of a trustee.

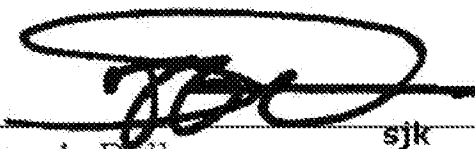
However, it is unlikely that the costs associated with the appointment of an examiner would be any less than that of a trustee. In addition, an examiner's investigation will do nothing but further add an element of delay to this case. Moreover, an examiner lacks the requisite powers and duties of management, which is necessary to move this case forward in a Chapter 11.

Finally, the primary litigants in this case support the appointment of a Chapter 11 Trustee, even noting that such

appointment could have the salutary effect of promoting the possibility of settlement for the benefit of all constituencies.

For all of these reasons, an Order shall be entered that directs the Office of the U.S. Trustee to immediately appoint a Chapter 11 Trustee.

SO ORDERED this 25th day of July, 2018.



Jeffery A. Deller sjk
Chief U.S. Bankruptcy Judge

cc: Michael Kaminski, Esq.
Aurelious Robleto, Esq.
Edgardo Santillan, Esq.
Office of the U.S. Trustee

FILED
7/25/18 7:48 am
CLERK
U.S. BANKRUPTCY
COURT - WDPA

EXHIBIT L

From: Lorraine Williams <lwill123@aol.com>

Date: August 26, 2018 at 1:22:06 PM CDT

To: louise.geer@gmail.com

Subject: Termination of Trustee

Dear Louise--

Based on numerous factors, by unanimous agreement of the beneficiaries, we have removed you as the Trustee for the Dille Family Trust (DFT) effective immediately. You are to cease all involvement with the DFT and to provide any trustee with all DFT property and records.

All our rights are, of course, respectfully reserved.

Thank you for your attention to this matter.

Sincerely,

Lorraine Dille Williams
Beneficiary

EXHIBIT M

-----Original Message-----

From: Lorraine Williams <ldille123@aol.com>

To: louise.geer <louise.geer@gmail.com>

Sent: Fri, Feb 22, 2019 8:11 pm

Subject: Notice of Meeting Regarding the Status of the Dille Family Trust

DILLE FAMILY TRUST

To: Louise A. Geer, Esq.

VIA Email: louise.geer@gmail.com

From: Lorraine Dille Williams

From: Flint Dille

Dear Ms. Geer:

In the wake of the recent dismissal with prejudice of the improvidently filed Chapter 11 bankruptcy case on behalf of the Dille Family Trust at your authorization be advised that a telephonic meeting of the Dille Family Trust will be held on Monday, February 25th at 12:00 Noon PST among the sole beneficiaries and Ms. Geer. A dial-in of 641-715-0832 and Access Code 168980 is provided.

The agenda will include, inter alia, the following:

1. Confirmation of removal Louise A. Geer, Esq. as Trustee of the Dille Family Trust in any capacity
2. Preservation of the books and records of the Dille Family Trust maintained by Louise A. Geer, Esq. to the beneficiaries designee
3. The transfer of all files and books and records of the Dille Family Trust maintained by Louise A. Geer, Esq. to the beneficiaries designee

If you decline to attend by phone, the meeting will proceed in your absence, and you will be notified of the steps taken by the sole beneficiaries in addressing the above agenda. Thank you for your anticipated cooperation.

Regards,

Lorraine Dille Williams

Flint Dille

EXHIBIT N

Minutes of Telephonic Meeting
Monday February 25th 2019
12 PM PST

In attendance

Lorraine Dille Williams, Beneficiary
Flint Dille, Beneficiary
Louise Geer, Former Trustee removed August 26, 2018

1- The first order of business is to confirm the removal of Louise A. Geer, Esq. as Trustee. She was removed by unanimous consent of the Trust August 26, 2018.

CONFIRMED- Unanimous Vote of Beneficiaries

The second order of business is to confirm the letter demanding the preservation of all records and documents

CONFIRMED- Unanimous Vote of the Beneficiaries

The third order of business is to request the return of all records and documents to our designee from former Trustee. The name and address of that designee will be forwarded to Geer in writing.

CONFIRMED- Unanimous Vote of Beneficiaries

The business of the Dille Family Trust was completed and the telephonic meeting adjourned 12:04 pm PST.

EXHIBIT O

INSTRUMENT CONFIRMING REQUEST FOR MANDATORY DISTRIBUTION AND
REMOVAL OF ENTIRETY OF SHARES OF PRINCIPAL IN TRUST ESTATE OF
THE DILLE FAMILY TRUST

This instrument is being entered into in accordance with with that certain Trust Agreement executed by Robert C. Dille and Virginia N. Dille under date of August 16, 1979, as amended on January 5, 1982 (the "Trust Agreement").

WHEREAS, Robert C. Dille and Virginia N. Dille, settlors under the Trust Agreement are both deceased;

WHEREAS, FLINT DILLE and LORRAINE DILLE WILLIAMS are the sole children of Robert C. Dille and Virginia N. Dille, and now both are over the age of 35;

Under Section 6.L. of the Trust Agreement both FLINT DILLE and LORRAINE DILLE WILLIAMS now request in writing the entirety of all of their respective shares per stirpes (50%/50% each) of the entirety of the principal in the Dille Family Trust immediately, which shall be distributed upon such written request.

Executed as of February 20, 2019

FLINT DILLE, Beneficiary



LORRAINE DILLE WILLIAMS, Beneficiary



INSTRUMENT CONFIRMING REQUEST FOR MANDATORY DISTRIBUTION AND
REMOVAL OF ENTIRETY OF SHARES OF PRINCIPAL IN TRUST ESTATE OF
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Under Section 6.L. of the Trust Agreement both FLINT DILLE and LORRAINE DILLE WILLIAMS now request in writing the entirety of all of their respective shares per stirpes (50%/50% each) of the entirety of the principal in the Dille Family Trust immediately, which shall be distributed upon such written request.

Executed as of February 20, 2019



FLINT DILLE, Beneficiary

LORRAINE DILLE WILLIAM, Beneficiary

EXHIBIT P

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM512414

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DILLE FAMILY TRUST		03/01/2019	Trust: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	BUCK ROGERS COMPANY		
Street Address:	115 Airdale Road		
City:	Bryn Mawr		
State/Country:	PENNSYLVANIA		
Postal Code:	19010		
Entity Type:	Limited Liability Company; PENNSYLVANIA		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Serial Number:	77831213	BUCK ROGERS	
Serial Number:	77831393	BUCK ROGERS	
Serial Number:	77550082	BUCK ROGERS	
Serial Number:	85512662	BUCK ROGERS IN THE 25TH CENTURY	
Serial Number:	86730085	BLACK BARNEY	
Serial Number:	86730074	DR. HUER	
Serial Number:	86730066	KILLER KANE	
Serial Number:	86730089	WILMA DEERING	
CORRESPONDENCE DATA			
Fax Number:	2155686499		
<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>			
Phone:	215-568-6400		
Email:	CBystrycki@vklaw.com		
Correspondent Name:	John J. O'Malley		
Address Line 1:	30 SOUTH 17TH STREET		
Address Line 2:	SUITE 1800		
Address Line 4:	PHILADELPHIA, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	PFN-2733		
NAME OF SUBMITTER:	John J. O'Malley		

OP \$215.00 77831213

SIGNATURE:	/John J. O'Malley/
DATE SIGNED:	03/01/2019
Total Attachments: 6 source=20190301_COUNTERSIGNED_Trademark_Assignment_#6_(US_Pending_&_Opposed)#page1.tif source=20190301_COUNTERSIGNED_Trademark_Assignment_#6_(US_Pending_&_Opposed)#page2.tif source=20190301_COUNTERSIGNED_Trademark_Assignment_#6_(US_Pending_&_Opposed)#page3.tif source=20190301_COUNTERSIGNED_Trademark_Assignment_#6_(US_Pending_&_Opposed)#page4.tif source=20190301_COUNTERSIGNED_Trademark_Assignment_#6_(US_Pending_&_Opposed)#page5.tif source=20190301_COUNTERSIGNED_Trademark_Assignment_#6_(US_Pending_&_Opposed)#page6.tif	



TRADEMARK ASSIGNMENT

WHEREAS, DILLE FAMILY TRUST, with its principal address at 2100 Wilmington Road, New Castle, PENNSYLVANIA 16105 (hereinafter "Assignor"), has adopted, uses, and is the owner of the Trademark(s) set forth on the attached Schedule A (hereinafter the "Trademark(s)");

WHEREAS, BUCK ROGERS COMPANY, a Pennsylvania limited liability company (hereinafter "Assignee"), is desirous of acquiring the Trademark(s) together with the goodwill of the business symbolized thereby;

WHEREAS, by virtue of and subject to the February 28, 2019 Asset Purchase Agreement ("Asset Purchase Agreement") between the Assignor and Assignee, Assignee is the successor to the portion of the ongoing business and existing business of Assignor to which any of the Trademarks that are subject of an application for registration under Trademark Act Section 1(b), 15 U.S. Section 1051(b) pertains.

NOW, THEREFORE, for the consideration set forth in the Asset Purchase Agreement between Assignor and Assignee executed concurrently herewith, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns to the Assignee all of the right, title, and interest in and to the Trademark(s) listed on Schedule A, together with the goodwill of the business connected with the use of and symbolized by said Trademark(s), including any choses in action relating to the Trademark(s), as well as claims for damages, profits, and costs, for past, present, and future infringements of the

Trademark(s), both in equity and law. It is agreed that the Assignor shall be legally bound upon request from Assignee to execute all instruments properly which Assignee may deem necessary or desirable for securing and maintaining the Trademark(s) hereby assigned, all without further compensation to Assignor.

The undersigned warrants that the rights and property herein conveyed are free and clear of any encumbrance.

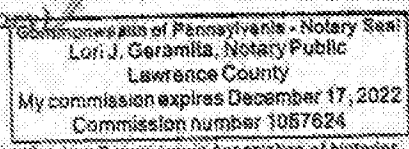
DILLE FAMILY TRUST

By *[Signature]*
Louise Geer as Trustee

Commonwealth of Pennsylvania)) SS:
County of Lawrence)

It is on this 1st day of MARCH, 2019, that before me, a notary public, Louise A. Geer personally appeared, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same for the purposes contained therein. In witness hereof, I hereunto set my hand and official seal.

[Signature]
(Notary)



BUCK ROGERS COMPANY
By *[Signature]*
Name: BRIAN McDevitt
Title: MEMBER

SCHEDULE A

Mark	Status/Status Date	Full Goods/Services
<p><u>BUCK ROGERS</u> SN: 77831213</p>	<p>Pending - Suspended January 18, 2011</p>	<p>(Int'l Class: 09) motion picture films featuring science fiction and adventure; audio-visual recordings featuring science fiction and adventure; audiovisual recordings featuring a series of television programs featuring science fiction and adventure; downloadable audio visual recordings featuring science fiction and adventure; sound recordings featuring musical soundtracks; downloadable sound recordings featuring musical soundtracks (Int'l Class: 16) a series of books featuring a collection of comic strips and information on comic strips; a series of fiction books; comic books (Int'l Class: 20) figurines made of plastic (Int'l Class: 28) toy rocket pistols; toy action figures; toy action figures with mp3 player; action dolls sold as a unit with an mp3 player (Int'l Class: 41) provision of non-downloadable television programs featuring science fiction and adventure via a global computer network and via a video on demand service; entertainment services in the nature of on-going television programs featuring science fiction and adventure; production of television programs featuring science fiction and adventure which are aired on television, via a global computer network, and played online periodically</p>
<p><u>BUCK ROGERS</u> SN: 77831393</p>	<p>Pending - Suspended February 9, 2011</p>	<p>(Int'l Class: 09) downloadable electronic games, computer game programs, computer game software; downloadable electronic games via the internet and wireless devices; downloadable multimedia files containing games; downloadable and non-downloadable sound recordings and audiovisual recordings featuring music, science fiction and adventure (Int'l Class: 16) printed materials, namely, paper party supplies in the nature of paper party bags, paper party decorations; paper school supplies, namely, paper folders, paper; paper desk supplies, namely, paper, paper folders; calendars, greeting cards (Int'l Class: 18) bags, namely, carrying cases; small articles made of leather or materials that look like leather, namely, key cases, wallets, leather cases, leather pouches, leather purses; umbrellas, wallets, all-purpose sport bags, messenger bags (Int'l Class: 21) mugs, dinnerware, serving dishes (Int'l Class: 24) bed linens, towels, comforters, curtains, shower curtains (Int'l Class: 25) clothing, namely, t-shirts, shirts, jackets; headwear; footwear (Int'l Class: 26) belt buckles (Int'l Class: 28) toys, games, and playthings, namely, action figures and accessories</p>

Mark	Status/Status Data	Full Goods/Services
		<p>therefor, toy pistols (Int'l Class: 35) online retail store services, mail order services, retail store services, all featuring games, books, bags, clothing, toys, videos (Int'l Class: 41) entertainment services, namely, providing an online computer game, providing a website with entertainment information on a comic book series and science fiction/adventure character; provision of a series of non-downloadable web-based television programs featuring science fiction and adventure via the internet; provision of a series of non-downloadable motion pictures featuring science fiction and adventure via a video on demand service; provision of non-downloadable television programs, motion pictures and segments thereof for use with mobile telephones via a video on demand service</p>
<p><u>BUCK ROGERS</u> SN: 77650082</p>	<p>Published - Opposed July 12, 2011</p>	<p>(Int'l Class: 09) motion picture films about science fiction, fantasy heroism and action adventure; science fiction, and motion picture films about fantasy heroism and action adventure for broadcast on broadcast mediums; audio tapes, audio-video tapes, audio video cassettes, audio video discs, and digital versatile discs featuring music, comedy, drama, action, adventure, and animation; stereo headphones; batteries; cordless telephones; audio cassette and cd players; cd rom computer game discs; telephone and radio pagers; short motion picture films about science fiction, fantasy heroism and action adventure and adventure; video cassette recorders and players, compact disc players, digital audio recorders and players; radios; mouse pads; eyeglasses, sunglasses and cases therefor; game equipment, namely, video game machines for use with televisions, hand-held electronic games adapted for use with television receivers only and player operated electronic controllers for electronic video game machines; video and computer game programs; video game cartridges and cassettes; cellular telephone accessories, namely, cell phone covers, batteries, fitted plastic films known as skins for covering and providing a scratch proof barrier, decorative charms, decorative ornaments, headsets, boosters, connectivity kits and memory cards; encoded magnetic cards (Int'l Class: 18) printed matter and paper goods, namely, books featuring science fiction, fantasy heroism and action adventure, comic books, magazines featuring science fiction, fantasy heroism and action adventure; stationery, writing paper, envelopes, notebooks, diaries, note cards, greeting cards, trading cards; lithographs; pens, pencils, cases therefor, erasers, crayons, markers, colored pencils, painting sets for children, chalk and chalkboards; decals, heat transfers; posters; mounted and unmounted photographs; book covers, book marks, calendars, gift wrapping paper; paper party decorations; printed patterns for costumes, pajamas, sweatshirts and t-shirts; paper party favors (Int'l Class: 25) clothing, namely, pajamas, t-shirts, shirts, jumpers, sweatshirts, vests, coats, jackets, overcoats, trousers, shorts, socks, gloves, ties, scarves, skirts, underwear, footwear; headgear, namely, hats, caps, head scarves, baseball caps and headbands, clothing accessories, namely, belts, gloves, suspenders, sweat bands, straps for bras</p>

Mark	Status/Status Date	Full Goods/Services
		<p>(Int'l Class: 28) toys, namely, musical toys, inflatable toys, electric action toys, punch toys, plush toys, talking toys, toy cars, role-playing toys in the nature of play sets for children to imitate real life occupations, toy boats, toy airplanes, toy weapons, toy rocket ships, construction toys, toy putty, toy scooters, toy action figures and accessories for use with toy action figures, toy model vehicles, water squirting toys and toy model space craft, toy building blocks, toy model hobby craft kits comprising paints, beads, ceramics, plastics, crayons, stencils, toy model vehicles and related accessories sold as a units, toy modeling dough kits comprising toy modeling dough, molds and accessories for use therewith sold as units, toy vehicles, toy weapons, toy model vehicles and accessories therefor sold as a unit, wind-up toys and miniature toy helmets; sporting goods, namely, beach balls, playground balls, soccer balls, sport balls, baseball balls, basketball balls, baseball bats, and baseball gloves; games, namely, action type target games, board games, card games, hand held units for playing electronic games other than those adapted for use with an external display screen or monitor, virtual arcade shooting game machines, trading card games, parlor games, action skill games, coin operated and non-coin operated pinball machine games, stand alone video game machines, collectible card games, and collectible miniature board games</p> <p>(Int'l Class: 41) entertainment services, namely, an on-going series provided through broadcast mediums, namely, television, webcasts, and radio broadcasts</p>
<u>BUCK ROGERS IN THE 25TH CENTURY</u> SN: 85512662	Pending - Suspended January 25, 2013	<p>(Int'l Class: 16) coloring books; comic books; comic magazines; comic strips; comics; date books; newspaper comic strips; note books; paper stationery; picture books; printed matter, namely, paper signs, books, manuals, curriculum, newsletters, informational cards and brochures in the field of comic books; school supply kits containing various combinations of selected school supplies, namely, writing instruments, pens, pencils, mechanical pencils, erasers, markers, crayons, highlighter pens, folders, notebooks, paper, protractors, paper clips, pencil sharpeners, writing grips, glue and book marks; series of fiction books; series of fiction works, namely, novels and books; sketch books; stationery; story books</p>
<u>BLACK BARNEY</u> SN: 86730085	Published - Opposed June 22, 2016	<p>(Int'l Class: 16) color pencils; color prints; coloring books; comic books; comic magazines; comic strips; note books; picture books; printed matter, namely, paper signs, books, manuals, curricula, newsletters, informational cards and brochures in the field of comic books; school supply kits containing various combinations of selected school supplies, namely, writing instruments, pens, pencils, mechanical pencils, erasers, markers, crayons, highlighter pens, folders, notebooks, paper, protractors, paper clips, pencil sharpeners, writing grips, glue and book marks; series of fiction books; series of fiction works, namely, novels and books; sketch books</p>
<u>DR. HUER</u> SN: 86730074	Published - Opposed June 22, 2016	<p>(Int'l Class: 16) color pencils; color prints; coloring books; comic books; comic magazines; comic strips; note books; picture books; printed matter, namely, paper</p>

Mark	Status/Status Date	Full Goods/Services
		signs, books, manuals, curricula, newsletters, informational cards and brochures in the field of comic books; school supply kits containing various combinations of selected school supplies, namely, writing instruments, pens, pencils, mechanical pencils, erasers, markers, crayons, highlighter pens, folders, notebooks, paper, protractors, paper clips, pencil sharpeners, writing grips, glue and book marks; series of fiction books; series of fiction works, namely, novels and books; sketch books
KILLER KANE SN: 86730066	Published - Opposed June 22, 2016	(Int'l Class: 16) color pencils; color prints; coloring books; comic books; comic magazines; comic strips; note books; picture books; printed matter, namely, paper signs, books, manuals, curricula, newsletters, informational cards and brochures in the field of comic books; school supply kits containing various combinations of selected school supplies, namely, writing instruments, pens, pencils, mechanical pencils, erasers, markers, crayons, highlighter pens, folders, notebooks, paper, protractors, paper clips, pencil sharpeners, writing grips, glue and book marks; series of fiction books; series of fiction works, namely, novels and books; sketch books
WILMA DEERING SN: 86730089	Published - Opposed June 22, 2016	(Int'l Class: 16) color pencils; color prints; coloring books; comic books; comic magazines; comic strips; note books; picture books; printed matter, namely, paper signs, books, manuals, curricula, newsletters, informational cards and brochures in the field of comic books; school supply kits containing various combinations of selected school supplies, namely, writing instruments, pens, pencils, mechanical pencils, erasers, markers, crayons, highlighter pens, folders, notebooks, paper, protractors, paper clips, pencil sharpeners, writing grips, glue and book marks; series of fiction books; series of fiction works, namely, novels and books; sketch books

EXHIBIT Q

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM527722

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		SECURITY INTEREST	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BUCK ROGERS COMPANY, LLC		02/28/2019	Limited Liability Company: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Ms. Diane McDevitt		
Street Address:	115 Airdale Road		
City:	Bryn Mawr		
State/Country:	PENNSYLVANIA		
Postal Code:	19010		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	77831213	BUCK ROGERS	
Serial Number:	77831393	BUCK ROGERS	
Serial Number:	85512662	BUCK ROGERS IN THE 25TH CENTURY	
Serial Number:	86730066	KILLER KANE	
Serial Number:	86730074	DR. HUER	
Serial Number:	86730085	BLACK BARNEY	
Serial Number:	86730089	WILMA DEERING	
CORRESPONDENCE DATA			
Fax Number:	2155686499		
<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>			
Phone:	215-568-6400		
Email:	CBystrycki@vklaw.com		
Correspondent Name:	John J. O'Malley		
Address Line 1:	30 South 17th Street		
Address Line 2:	Suite 1800		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	PFN-1A		
NAME OF SUBMITTER:	John J. O'Malley		

OP \$190.00 77831213

SIGNATURE:	/John J. O'Malley/
DATE SIGNED:	06/13/2019
Total Attachments: 4	
source=PFN-1A_Security_Interest_Note_from_BRC_to_Diane_McDevitt_SIGNED_-20190228#page1.tif	
source=PFN-1A_Security_Interest_Note_from_BRC_to_Diane_McDevitt_SIGNED_-20190228#page2.tif	
source=PFN-1A_Security_Interest_Note_from_BRC_to_Diane_McDevitt_SIGNED_-20190228#page3.tif	
source=PFN-1A_Security_Interest_Note_from_BRC_to_Diane_McDevitt_SIGNED_-20190228#page4.tif	

NOTE

\$300,000.000

February 28, 2019

FOR VALUE RECEIVED, **BUCK ROGERS COMPANY, LLC**, a Pennsylvania limited liability company (hereinafter referred to as "Maker") hereby promises to pay to the order of **DIANE MCDEVITT** (herein referred to as "Payee") the principal sum of Three Hundred Thousand Dollars (\$300,000.00) together with interest thereon at the rate of Ten Percent (10%) per annum.

Principal and interest shall be payable, in lawful money of the United States, without setoff or deduction, at 115 Airdale Road, Bryn Mawr, Pennsylvania 19010 or such other place as the holder of this Note may designate, in the following manner:

Installments of principal and interest on this Note shall be paid upon demand following the Maker's agreement with a producer and/or a television or movie studio for a film or television production relating to **BUCK ROGERS**. The foregoing notwithstanding, the principal balance of this Note and all accrued and unpaid interest, shall be paid in full February 28, 2024.

Maker shall have the privilege of prepaying this Note in whole or in part, at any time without penalty. Any partial prepayment shall be applied to principal, and no partial prepayment shall postpone or interrupt monthly payments of interest accrued, fees and charges or the payment of the remaining principal balance, all of which shall continue to be due and payable at the time and in the manner set forth herein.

This Note is made pursuant to a Loan Agreement dated as of February 28, 2019 (the "Loan Agreement"). This Note is secured by a Security Agreement (the "Security Agreement") of even date, from Maker to Payee Placing (i) a First UCC Security Interest on all existing and future: contracts, accounts receivable, general intangibles and intellectual property, including without limitation, existing or pending copyrights, trademarks, service marks, trade names, leases and leasehold interests, tangible property, including without limitation, product, inventory, work in process, machinery, equipment, furniture and fixtures, and the proceeds thereof; and (ii) a Security Interest in Maker's intellectual property acquired by Maker from the Dille Family Trust pursuant to the agreement between Maker and the Dille Family Trust dated February 28, 2019. The aforesaid Loan Agreement and Security Agreement are hereinafter referred to as "Security Documents". Any failure by Maker or any other person obligated under the Security Documents to comply within the relevant grace periods specified therein, with the terms, covenants and conditions of the Security Documents shall constitute an "Event of Default" under this Note.

In addition, each of the following shall be an "Event of Default" hereunder:

1. The failure of Maker to pay Payee, or the holder of this Note, an installment of principal or interest when due.

2. The failure of Maker to pay Payee, or the holder of this Note, the principal amount of this Note in full, together with all accrued and unpaid interest, within five (5) years from the date of this Note;

3. The failure of Maker to observe or perform any other agreement or obligation under this Note or under the Security Documents within fifteen (15) days after written notice from Payee.

4. A default by Maker, or any of them, under any of the Security Documents

5. Entry of a money judgment against the Maker which is not satisfied within thirty (30) days after entry of the Judgment, or the filing of a voluntary or involuntary bankruptcy action against Maker, which is not dismissed within fifteen (15) days after the filing of the action;

Any written notice hereunder may be given by Certified mail, with a copy by ordinary mail, or by delivery to a private mail delivery company, and shall be effective when deposited in the mail, or deposited with such delivery company, whichever is applicable. The address for notices shall be:

For Maker: 940 W. Valley Road, Suite 1601, Wayne, Pennsylvania 19087

For Payee: 115 Airdale Road, Bryn Mawr, Pennsylvania 19010.

Upon occurrence of an Event of Default, the entire unpaid principal balance on this Note together with interest accrued thereon and with all other sums due or owed by Maker hereunder (including any unpaid fees) and under the terms of the Security Documents shall at the option of Payee, or the holder of this Note, and without notice to Maker become due and payable immediately with interest at the rate of Ten Percent (10%) per annum, together with a reasonable attorney's fee for collection not to exceed Ten Percent (10%) of the total amount then due by Maker to Payee, but in any event not less than Two Thousand Dollars (\$2,000.00); and payment of the same may be enforced and recovered by the entry of judgment on this Note and the issuance of execution thereon.

Maker hereby irrevocably authorizes and empowers any attorney or attorneys or the Prothonotary or Clerk of any Court of record in the Commonwealth of Pennsylvania, or elsewhere, at any time after an Event of Default to appear for Maker, or any of them, in any such court in an appropriate action there brought or to be brought against Maker, or any of them, at the suit of Payee, or any of them, or any holder of this Note, and therein to confess judgment against Maker, without notice or hearing, for the unpaid balance of the principal amount hereof of Three Hundred Thousand Dollars (\$300,000.00), together with accrued and unpaid interest thereon, and all other sums owed by Maker hereunder together with costs of suit and an attorney's fee for collection as aforesaid; and for so doing this Note or a copy hereof verified by affidavit shall be a sufficient warrant. After entry of judgment, interest on the amount of the judgment shall continue to accrue at the

rate specified above in this Note until the judgment has been paid in full.

The remedies of Payee provided herein and the warrant of attorney herein or therein contained, shall be cumulative and concurrent, and may be pursued singly, successively and together at the sole discretion of Payee shall not be exhausted by one exercise thereof, and may be exercised as often as occasion therefore shall occur, including, without limitation, the right to again confess judgment against Maker to cure defects in a prior judgment where the prior judgment confessed hereunder has been stricken; and the failure to exercise any such right or remedy shall in no event be construed as a waiver or release of the same.

Maker hereby releases Payee and said attorney or attorneys from all errors, defects and imperfections whatsoever in entering judgment by confession hereon as aforesaid or in issuing any process or instituting any proceedings relating thereto and hereby waives all benefit that might accrue to Maker by virtue of any present or future laws or rights exempting any property, real or personal, or any part of the proceeds arising from any sale of any such property, from attachment, levy or sale under execution, or requiring notice or a hearing prior thereto, or providing for any stay of execution, exemption from civil process or extension of time, and agrees that such property may be sold to satisfy any judgment entered on this Note or the Security Documents, in whole or in part and in any order as may be desired by Payee.

Maker waives presentment for payment, demand, notice of demand, notice of nonpayment or dishonor, protest and notice of protest of this Note, and all notices in connection with the delivery, acceptance, performance, default (except as otherwise provided in the loan documents), or enforcement of the payment of this Note; liability hereunder shall be unconditional.

Maker shall pay the cost of any revenue, tax or other stamps now or hereafter required by law at any time to be affixed to this Note; and if any taxes, not imposed under laws now in effect, be imposed with respect to debts secured by the Security Documents, or with respect to notes evidencing debts so secured Maker agrees to pay or to reimburse Payee upon demand the amount of such taxes and if Maker fails or refuses or is not legally permitted to do so, Payee may at its option accelerate this Note to maturity in the case of default by Maker. Nothing in this Paragraph shall be deemed to require Maker to pay income taxes, gross profits or capital stock taxes imposed generally against the Payee.

The words "Payee" and "Maker" whenever occurring herein shall be deemed and construed to include the respective heirs, personal representatives, successors and assigns of Payee and Maker.

Each person or entity named as Maker shall be fully liable for the obligations of the Maker hereunder, both jointly and severally.

This instrument shall be construed according to and governed by the laws of the Commonwealth of Pennsylvania, except to the extent that those laws may be pre-empted by the

United States of America.

This Note is given in a business transaction.

The persons executing this Note on behalf of the corporate Maker are the duly authorized officers of Maker and their execution hereof is pursuant to corporate resolution authorizing the same.

Should any provision of this Note be held to be illegal or unenforceable the balance hereof shall be construed or if the illegal or unenforceable provision was not included.

THIS NOTE CONTAINS A CONFESSION OF JUDGMENT. A JUDGMENT MAY BE OBTAINED AGAINST YOU WITHOUT NOTICE AND AN OPPORTUNITY TO BE HEARD. HAVE YOUR ATTORNEY EXPLAIN A CONFESSION OF JUDGMENT.

IN WITNESS WHEREOF, Maker has duly executed this Note under the seal as of the date and year first above mentioned.

BUCK ROGERS COMPANY, LLC:

By:



Brian McDevitt, Member