

Overbid procedure (*if any*):

If property is to be sold free and clear of liens or other interests, list date, time and location of hearing:

Contact person for potential bidders (*include name, address, telephone, fax and/or email address*):

Date: _____

EXHIBIT A

1 MATTHEW A. LESNICK (SBN 177594)
matt@lesnickprince.com
2 WILLIAM F. GOVIER (SBN 262810)
wgovier@lesnickprince.com
3 LESNICK PRINCE & PAPPAS LLP
315 W. 9th Street, Suite 705
4 Los Angeles, CA 90015
Telephone: (213) 493-6496
5 Facsimile: (213) 493-6596

6 Proposed Counsel for Debtor and
Debtor in Possession

7
8 UNITED STATES BANKRUPTCY COURT
9 CENTRAL DISTRICT OF CALIFORNIA
10 LOS ANGELES DIVISION
11

12 In re:

13
14 BEBO.COM, INC.

15
16 Debtor and Debtor in
17 Possession.

Case No. 2:13-bk-22205-ER

Chapter 11

**NOTICE OF (1) MOTION FOR
ORDER APPROVING SALE OF
SUBSTANTIALLY ALL OF THE
DEBTOR'S ASSETS FREE AND
CLEAR OF LIENS, CLAIMS &
INTERESTS; (2) BIDDING
PROCEDURES, AND (3) COMBINED
AUCTION AND SALE HEARING**

18
19
20 Date: July 1, 2013

Time: 10:00 a.m.

21 Place: Courtroom 1568
22 Roybal Federal Building
23 255 East Temple Street
Los Angeles, CA 90012

24
25 PLEASE TAKE NOTICE that at the date, time and place stated above, a
26 hearing (the "Sale Hearing") will be held before the United States Bankruptcy Court to
27 consider the "Motion for Order Approving Sale of Substantially All of the Debtor's Assets
28 Free and Clear of Liens Claims and Interests" (the "Motion") filed by Bebo.com, Inc. (the

1 “Debtor”). At the Sale Hearing, the Debtor also intends to conduct an auction (the
2 “Auction”) to sell substantially all of the Debtor’s assets and to seek approval by the Court
3 of the sale to the winning bidder or bidders. The Auction will be conducted pursuant to
4 the bidding procedures approved by the Court by Order entered June 6, 2013 [Docket
5 No. 66.] (the “Bidding Procedures Order”).

6 **ASSETS BEING SOLD**

7 By the Motion, the Debtor seeks authority to sell the assets described below
8 (the “Assets”) at the Auction in the following two separate lots:

9 A. Lot No. 1 - Business Assets:

10 All of the property and assets currently owned by the Debtor, wherever
11 located, including, but not limited to, all accounts, deposit accounts, chattel
12 paper, instruments, documents, securities, contract rights, receivables,
13 equipment, goods, inventory, investment property, goodwill, general
14 intangibles, intellectual property, patents, patent applications, trademarks,
15 trademark applications, trade names, copyrights, copyright applications,
16 Internet domain names, service marks, trade secrets, know-how,
17 technology, software, hardware, commercial tort claims, warranties and
18 guarantees, as any of the foregoing terms may be defined in the UCC, and
including any products, proceeds (including insurance proceeds) or income
derived therefrom, whether by disposition or otherwise any (collectively, the
“Business Assets”). The Business Assets DO NOT INCLUDE (i) any net
operating loss carryforwards (NOLS) of the Debtor, or (ii) the assets listed in
Lot 2 – The Legal Claims, described below.

19 Lot 1 is the subject of an Asset Purchase and Sale Agreement (the “Purchase
20 Agreement”) with MXB Holdings, LP (“MXB”). The Purchase Agreement does not
21 contemplate the assumption and assignment of any executory contracts. MXB’s
22 purchase offer for the Business Assets, subject to overbid, is \$50,000.

23
24 B. Lot No. 2 – The Legal Claims:

25 All of the Debtor’s right, title and interest in any claims against any of the
26 defendants in the lawsuit entitled *MXB Holdings, et al. v. Adam Levin, et al.*,
27 Case No. CGC-12-518820, pending in the Superior Court of the State of
California for the County of San Francisco (the “Lawsuit”).

28 The Lawsuit was commenced in December of 2012 by MXB and three other

1 minority shareholders, and is a shareholders' derivative lawsuit against
2 Adam Levin, a Director and current majority shareholder and former officer
3 of the Debtor, and certain persons affiliated with him. The Lawsuit alleges
4 that Levin's management and control over Bebo caused harm and injury to
5 Bebo resulting in damages totaling approximately \$5,000,000. The Lawsuit
6 has been prosecuted on a contingent fee basis by the firm Vasquez Benisek
7 & Lindgren, which may assert an attorneys lien or other claim against the
8 proceeds of the Lawsuit.

9 MXB has offered to purchase the Legal Claims, subject to overbid, for \$50,000.

10 **BIDDING PROCEDURES**

11 The Court has approved the following Bidding Procedures:

12 a. Initial Bids Accepted. MXB's initial bids of \$50,000 for the Business
13 Assets subject to the terms and conditions of the Asset Purchase Agreement and
14 \$50,000 for the Legal Claims are accepted, subject to overbid and auction on the
15 terms specified below.

16 b. Initial Requirements for Overbidders for the Business Assets. In order
17 to become a qualified overbidder for the Business Assets (a "Qualified Bidder"), a
18 party must (A) execute a purchase agreement substantially in the same form as the
19 Purchase Agreement, other than the name of the Buyer and the purchase price,
20 and an acknowledgement that if it is the winning bidder the deposit submitted by
21 such bidder will be forfeited to the Debtor if the bidder breaches such agreement,
22 and (B) tender a deposit of \$50,000, in immediately available U.S. funds as
23 described in subsection (g) below, no later than June 27, 2013. If a person wishes
24 to become a Qualified Bidder with respect to both lots, s/he must submit two
25 \$50,000 deposits. If a competing bidder becomes the winning bidder, such deposit
26 shall be non-refundable.

27 c. Initial Requirements for Overbidders for the Legal Claims. In order to
28 become a qualified overbidder for the Legal Claims (a "Qualified Bidder"), a party
must (A) execute an offer to purchase the Legal Claims which is satisfactory to the
Debtor and includes an acknowledgement that if it is the winning bidder the deposit
submitted by such bidder will be forfeited to the Debtor if the bidder breaches such
agreement, and (B) tender a deposit of \$50,000, in immediately available U.S. funds
as described in subsection (g) below, no later than June 27, 2013. If a person
wishes to become a Qualified Bidder with respect to both lots, s/he must submit two
\$50,000 deposits. If a competing bidder becomes the winning bidder, such deposit
shall be non-refundable.

d. Notification of Qualified Bidders. Promptly after the deadline for
qualifying bidders, the Debtor shall promptly notify all Qualified Bidders (including
MXB) of the names of and identities of all Qualified Bidders and the lot(s) as to
which they have qualified.

e. Information and Due Diligence. Upon the execution of a non-
disclosure agreement, the Debtor shall provide reasonable access to relevant
documents, information and data to parties seeking to evaluate the Assets for
purchase, including copies of the Purchase Agreement and Bill of Sale; provided

1 that any such due diligence must be completed on or before one business day prior
2 to the date of the Auction (in respect of which time is of the essence). Nothing
3 contained herein shall contemplate impairing or waiving the attorney-client or other
4 privileges with respect to the Lawsuit or the Legal Claims. The Debtor may reserve
5 the right, in its sole discretion, to decline to provide information to any party, for any
6 reason or no reason, including to any party who fails to provide sufficient evidence
7 to the Debtor that it might be able to become Qualified Bidders.

8 f. Bid Deadline and Bid Requirements. All bids (“Bid[s]”) must be
9 submitted in writing to counsel to the Debtor: William F. Govier, Lesnick Prince &
10 Pappas LLP, 315 W. 9th Street, Los Angeles, CA 90015, fax no. (310) 396-0963, e-
11 mail: wgovier@lesnickprince.com; no later than June 27, 2013 (the “Bid Deadline”).
12 Bids from parties that are not Qualified Bidders may, in the Debtor’s sole discretion,
13 be disregarded.

14 g. Qualified Bids. A “Qualified Bid” is a legally binding offer from a
15 Qualified Bidder not subject to financing contingencies or other material conditions
16 other than, with respect to the Business Assets, those set forth in the Purchase
17 Agreement. The Purchase Agreement is a Qualified Bid for the Business Assets.
18 MXB is a Qualified Bidder for the Business Assets and for the Legal Claims.

19 h. Deposit. In order to qualify, any prospective bidder, other than the
20 Buyer, must tender to the Debtor on or before the Bid Deadline, a cashier’s check or
21 wire transfer in a sum not less than \$50,000 (the “Deposit”) for each lot on which it
22 wishes to submit a bid. The Deposit(s) of the winning bidder and any Back-up
23 Bidder (as defined below) shall be held by counsel to the Debtor in a non-interest
24 bearing client trust account during the Two Week Period (as defined below). If the
25 winning bidder fails to close on the relevant assets for any reason other than the
26 failure of the Debtor to obtain an order from the Court approving the offer, then such
27 Deposit shall be non-refundable. If the Closing occurs with the winning bidder, then
28 the winning bidder’s Deposit shall be credited against the purchase price and any
Back-up Bidder’s Deposits shall be returned to such bidders. If the Closing fails to
occur due to the Debtor’s failure to obtain an order from the Court approving the
offer, then the Deposit shall be refunded to the bidder.

i. Auction; Bidding Increments; and Bids Remaining Open. If the Debtor
receives one or more Qualified Bid(s) by the Bid Deadline, the Debtor will conduct
an auction (the “Auction”) at the time of the Sale Hearing at the Courthouse. If the
Debtor receives Qualified Bids for both lots, it shall auction the Business Assets
first. Subject to the provisions set forth in this Section, in order for any Qualified
Bid(s) to be considered at the Auction, such Qualified Bid(s) (i) must provide for the
purchase of one or both lots comprising the Assets and must be upon and subject
to the same or better terms and conditions as those contained in the (A) Purchase
Agreement with respect to the Business Assets and (B) Bill of Sale with respect to
the Legal Claims, (ii) must not be subject to financing or further due diligence, and
(iii) must provide adequate assurance, satisfactory to the Debtor, of such Qualified
Bidder(s) financial ability to consummate the purchase in accordance with the terms
and conditions of (A) the Purchase Agreement in respect of the Business Assets
and (B) the Bill of Sale in respect of the Legal Claims, in the event that its or their
Qualified Bid(s) are accepted as “higher and better” than the bid of the Buyer. No

1 Qualified Bidder who bids for either of the two lots comprising the Assets shall be
2 entitled to purchase such Assets unless such Qualified Bidder offers to purchase
3 the respective lot for consideration which is at least \$25,000 greater than the
4 consideration offered by the Buyer and otherwise on terms at least as favorable to
5 the Debtor's estate as those offered by the Buyer. After any initial overbid, each
6 successive overbid must be in increments of at least \$10,000 or figures which are
7 wholly divisible by \$10,000, per lot, and the Debtor shall, in the Debtor's discretion,
8 have determined that such overbids satisfy such bidding increment requirement.
9 Bidding at the Auction for each lot will continue until such time as the highest and
10 best offer is determined by the Debtor and the Court. The Debtor may adopt rules
11 for the bidding process that, in its reasonable judgment, will better promote the
12 goals of the bidding process and that are not inconsistent with any of the provisions
13 of the Bidding Procedure Order.

14 j. Qualified Bidders Are Back-Up Bidders. Qualified Bid(s) submitted by
15 the Bid Deadline shall remain open and irrevocable through the close of the Auction
16 and thereafter until the earlier of (a) the Closing of the sale of the Assets to another
17 Bidder, or (b) 14 calendar days (the "Two Week Period") after the determination of
18 the winning bidder at Auction (in such capacity, "Back-up Bids", and such bidders
19 "Back-up Bidders"). Upon failure to consummate the Asset Sale with the highest or
20 otherwise best Qualified Bidder, Debtor may close the sale with the next best Back-
21 Up Bidder, successively (within the time frames prescribed herein), until
22 consummation is reached; but, in such event, Debtor shall retain its rights against
23 any prior Bidder. The Debtor shall use reasonable best efforts to maintain the
24 Assets through the Two Week Period. Any Back-up Bidder is obligated to close on
25 the Assets at the last price such bidder offered at the Auction during the Two Week
26 Period; provided that if there is a material adverse change to the relevant assets
27 during the Two Week Period, then (a) the Back-up Bidder and the Debtor may,
28 without returning to Court for approval, negotiate a mutually acceptable adjustment
to the purchase price or (b) if a mutually acceptable purchase price adjustment is
not reached, the Back-up Bidder may elect not to close on the relevant assets.

19 k. No Auction. If the Debtor does not receive any Qualified Bids by the
20 Bid Deadline, other than from the MXB, the Debtor will report the same to the Court
21 and will proceed with the Asset Sale to the Buyer pursuant to the terms and
22 conditions of the Purchase Agreement and Bill of Sale without having to conduct the
23 Auction, or any additional procedures.

24 All persons are urged to read the Bidding Procedures Order carefully. To
25 the extent that this notice is inconsistent with the Bidding Procedures Order, the terms of
26 the Bidding Procedures Order shall govern.

27 PLEASE TAKE FURTHER NOTICE that the Winning Bidder(s) must close
28 the sale transaction(s) no later than 7 calendar days following entry of an Order approving
the sale of the Assets.

1 PLEASE TAKE FURTHER NOTICE THAT THE FAILURE TO ABIDE BY
2 THE PROCEDURES AND DEADLINES SET FORTH IN THE BIDDING PROCEDURES
3 ORDER AND THE BIDDING PROCEDURES MAY RESULT IN THE FAILURE OF THE
4 BANKRUPTCY COURT TO CONSIDER A COMPETING BID OR AN OBJECTION TO
5 THE PROPOSED ASSET SALE.

6 A copy of the Motion, the Bidding Procedures Order, the form of Purchase
7 Agreement, and the form of Bill of Sale may be obtained from: (i) counsel for the Debtor
8 (William F. Govier at Lesnick Prince & Pappas LLP Tel: (213) 493-6581 e-mail:
9 wgovier@lesnickprince.com; (ii) the Debtor's Responsible Person, Michael Ong at Burke
10 Capital Corporation Tel: (650) 988-9650 e-mail: mong@burkecapital.net; or (iii) the
Bankruptcy Court's website at <http://ecf.cacb.uscourts.gov> (requires PACER password).

11 PLEASE TAKE FURTHER NOTICE that, pursuant to Local Bankruptcy Rule
12 9013-1(f), any objections to the Motion must be in writing and must be filed with the Court
13 and served no later than June 17, 2013.

14
15 DATED: June 7, 2013

LESNICK PRINCE & PAPPAS LLP

16
17 By: /s/ Matthew A. Lesnick
18 Matthew A. Lesnick
19 Proposed Counsel for Debtor and Debtor in
20 Possession
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PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:

185 Pier Avenue, Suite 103, Los Angeles, California 90405

A true and correct copy of the foregoing document entitled (*specify*): **NOTICE OF (1) MOTION FOR ORDER APPROVING SALE OF SUBSTANTIALLY ALL OF THE DEBTOR'S ASSETS FREE AND CLEAR OF LIENS, CLAIMS & INTERESTS; (2) BIDDING PROCEDURES, AND (3) COMBINED AUCTION AND SALE HEARING** will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner stated below:

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On (*date*) June 7, 2013, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

- **William F Govier** wgovier@lesnickprince.com, tmims@lesnickprince.com
- **Matthew A Lesnick** matt@lesnickprince.com, tmims@lesnickprince.com
- **Melanie C Scott** Melanie.Scott@usdoj.gov
- **Michael St James** ecf@stjames-law.com
- **United States Trustee (LA)** ustpregion16.la.ecf@usdoj.gov
- **Hatty K Yip** hatty.yip@usdoj.gov, dare.law@usdoj.gov; kelly.l.morrison@usdoj.gov

Service information continued on attached page

2. SERVED BY UNITED STATES MAIL:

On (*date*) June 7, 2013, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

VIA U.S. MAIL:

SEE ATTACHED LIST

Honorable Ernest Robles
United States Bankruptcy Court
255 E. Temple Street, Suite 1560
Los Angeles, CA 90012

Service information continued on attached page

3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL (state method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (date) June 7, 2013, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

SEE ATTACHED LIST

Service information continued on attached page

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

June 7, 2013
Date

Matthew A. Lesnick
Printed Name

/s/ Matthew A. Lesnick
Signature

ATTACHED SERVICE LIST
BEBO.COM, INC. – CASE NO. 2:13-BK-22205

10951 Pico LLC CO PMI Management 721 N Elm Drive Beverly Hills, CA 90210	Adam Levin 10517 Eastborne Ave Los Angeles, CA 90024	Akamai Technologies PO Box 26590 New York, NY 10087
Anthem Blue Cross PO Box 54630 Los Angeles, CA 90054-0630	AOL Advertising 770 Broadway New York, NY 10003	Aristotle International Inc. 205 Pennsylvania Ave SE Washington, DC 20003
Ascendant Inc. C/O Colliers International PO Box 4857 Portland, OR 97208	BitGravity Inc. 700 Airport Boulevard, Suite 100 Burlingame, CA 94010	Criterion Capital Partners LLC 9903 Santa Monica Blvd Suite 294 Beverly Hills, CA 90212
Cypress Premium Funding PO Box 3529 Mission Viejo, CA 92690	Dialogue Communications Ltd The Workstation 15 Paternoster Row Sheffield United Kingdom S1 2BX	Don Jagoda Associates Inc. 100 Marcus Drive Melville, NY 11747
eDBA Limited 48a Old Steine Brighton East Sussex UK BN1 1NH	El Camino Technologies LLC 290 Pontiac Way Fremont, CA 94539	Google Inc 1600 Amphitheatre Parkway Mountain View, CA 94043
ImageShack 236 N Santa Cruz Ave Suite 100 Los Gatos, CA 95030	Impermium 900 Veterans Blvd Suite 230 Redwood City, CA 94063	Internal Revenue Service 300 North Los Angeles Street Los Angeles, CA 90012
Layer42 1555 Plymouth St Mountain View, CA 94043	Melbourne IT DBS Inc. 2560 Mission College Blvd Suite 200 Santa Clara, CA 95054	Pacific Crest Group 80 E. Sir Francis Drake Blvd Suite 1B Larkspur, CA 94939
Quality Technology Services Santa Clara LLC 807 Mission College Blvd Santa Clara, CA 95054	Stand Sure SySuitems 077 Independence Ave Suite. B Mountain View, CA 94043	TeleSign Corporation 4136 Del Rey Avenue Marina Del Rey, CA 90292
ZeroCater Inc 428 Waller Street San Francisco, CA 94117	Vert Capital Corp 10921 W Pico Blvd Suite 204 Los Angeles, CA 90064	PMI Properties 721 N Elm Drive Beverly Hills, CA 90210

This form is mandatory. It has been approved for use by the United States Bankruptcy Court for the Central District of California.

American Storage 2300 Federal Avenue Los Angeles, CA 90064	Corporation Service Company 1209 Orange Street Wilmington, DE 19801	Jeff Sapiro 3759 Delmont Ave Oakland, CA 94605
Ascendant Inc. 8484 Wilshire Blvd Beverly Hills, CA 90211	Los Angeles County Tax Collector Kenneth Hahn Hall 500 W Temple Street Los Angeles, CA 90012	TriSuiten Lazareff 11028 Landale, Suite 208 North Hollywood, CA 91602
SV Angels 588 Sutter Street #299 San Francisco, CA 94102	Michael Jackson 288 W 4th Street New York, NY 10014	Richie Hecker 2160 81st Street Brooklyn, NY 11214
Lucinda Wirth Monkey Inferno Inc 387 Tehama Street San Francisco, CA 94103	Federal Tax Board 9646 Butterfield Way Sacramento, CA 94267	City of Los Angeles Office of Finance 200 N Spring Street Room 101 Los Angeles, CA 90012
Delaware Division of Corporations PO Box 898 Dover, DE 19903	Delaware Division of Revenue Carvel State Office Building 820 N French Street Wilmington, DE 19801	

EQUITY SHAREHOLDERS

Hecker Consultancy LLC c/o Eric Benisek 3685 Mt Diablo Boulevard Suite 300 Lafayette, CA 94549	OC Atlantic c/o Joseph Daniels Loeb & Loeb 345 Park Avenue New York, New York 10154	TriSuiten Lazareff 13142 Riverside Dr Suite 2 Sherman Oaks, CA 91423
LA Family Trust c/o Adam Levin 10951 W Pico Boulevard Los Angeles, CA 90064	SV Angels LLC c/o Eric Benisek 3685 Mt Diablo Boulevard Suite. 300 Lafayette, CA 94549	SV Angel 2Q LP FSO David Lee c/o Eric Benisek 3685 Mt Diablo Boulevard Suite 300 Lafayette, CA 94549
SV Angel 2Q, LP FSO Ron Conway c/o Eric Benisek 3685 Mt Diablo Boulevard Suite 300 Lafayette, CA 94549	MXB Holdings, LP c/o Michael St James 155 Montgomery St Suite. 1004 San Francisco, CA 94104	Michael Jackson c/o Eric Benisek 3685 Mt Diablo Boulevard Suite. 300 Lafayette, CA 94549

This form is mandatory. It has been approved for use by the United States Bankruptcy Court for the Central District of California.

Jason Demata 1155 Sherman St Suite 307 Denver, CO 80203	TriSuiten Lazzareff 13142 Riverside Drive Suite. 2 Sherman Oaks, CA 91423	Jeff Yuen 1635 California St Suite 66 San Francisco, CA 94109
Jeff Sapiro 3759 Delmont Ave Oakland, CA 94605	Brian How 1133 Oakland Ave Piedmont, CA 94611	Aren Sanderson 161 Hartford St San Francisco, CA 94114
Kevin Bachus 15600 NE 8th St Suite B1146 Bellevue, WA 98008		

POTENTIAL ACQUISITION CONTACTS

Greg Tseng Peter Berger Louis Willacy TAGGED 848 Battery Street San Francisco, CA 94111	Fred Beckley MeetMe 100 Union Square Drive New Hope, PA 18938	Andrew Parker Baboo Trading Limited 2 Sheraton Street London W1F 8BH UK
Laura Archbold Cupid PLC Floor 5 7 Castle Street Edinburgh, Eh2 3ah	Mark J Watt Noosphere Ventures 575 High Street, Suite 310 Palo Alto, CA 94301	Lance Barton IAC 555 West 18th Street New York, NY 10011
Turn/River Capital 25 Taylor Street San Francisco 9410	Joe Cronin 40 Bel Air Road Hingham, MA 02043	

POTENTIAL ACQUISITION CONTACTS – VIA E-MAIL

Tagged	Greg Tseng	Greg@tagged.com
Tagged	Louis Willacy	Louis@tagged.com
Tagged	Peter Berger	pberger@tagged.com
MyYearbook/Quepasa	Geoff Cook	gcook@meetme.com
Remark Media	Bradley Zimmer	cferman@remarkmedia.com
Badoo	Amit Shafir	amit@pninaint.com
Cupid	Fabrice	fabrice@cupid.com
Adknowledge	Vincent Debaca	vdebaca@adknowledge.com
2Dots. Corporation	Kam Gill	kam@yworld.com
Barry Honig (Individual)	Barry Honig	brhonig@aol.com
Noosphere Ventures	Mark J Watt	mjlw@noosphereventures.com
Plenty of Fish	Kim Kaplan	kim@pof.com
Match -- IAC/InterActiveCorp	Sam/ Lance Barton	sam@okcupid.com & Lance.Barton@iac.com
Turn River Capital	Dominic Ang	dominic@turnrivercapital.com
Tech Stop 50	Jim Osler	techstop50@gmail.com
Joe Cronin	Joe Cronin	joe@joecronin.com

This form is mandatory. It has been approved for use by the United States Bankruptcy Court for the Central District of California.

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:

A true and correct copy of the foregoing document entitled: **NOTICE OF SALE OF ESTATE PROPERTY** will be served or was served **(a)** on the judge in chambers in the form and manner required by LBR 5005-2(d); and **(b)** in the manner stated below:

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

Service information continued on attached page

2. SERVED BY UNITED STATES MAIL:

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

Service information continued on attached page

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

Service information continued on attached page

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

Date

Printed Name

Signature