

## Exhibit "A"

Confirmation Statement from  
Gunter Siegmann;  
Performance/Rental Agreement;  
Event photographs;  
and photo of truck with company Logo.

Octavius Tower  
Live Music Entertainment  
& Rent Equipment

Siegmann Gunter  
Zollweg 8  
30827 Garbsen

Tel.: 05131 4675392

May 2, 2011

Hereby, I underoath confirm that the band Octavius Tower played on my property for our business opening on the date Saturday June 12, 1993 at Siegmann international Spedition & Logistik, Phillip Reis Str. 10, 31832 Springe, Tel. 05041405810

  
\_\_\_\_\_  
(Gunter Siegmann)

  
\_\_\_\_\_  
Witness (Annemarie Seibert)

  
\_\_\_\_\_  
Attorney (A. Negm Awad)

Dr. Christian Kahl  
Sami Negm-Awad  
Amr Negm-Awad  
Rechtsanwälte  
Güldenstraße 3 30476 Köln  
Tel. 0221/45004

# Rental Agreement for Octavius Tower, LLC Sound Equipment Rental

Name of Organization/Individual: Gunter Siegmann (Siegmann inter. Spal. & Logistik)  
 Contact Person: Gunter Siegmann Pacific ID #: \_\_\_\_\_  
 Telephone Phone #: 05041485310 Dept. Name: \_\_\_\_\_  
 Renter Index code: \_\_\_\_\_ Account code: \_\_\_\_\_

**Event Information:**

Pick Up Equipment: \_\_\_\_\_ Drop Off Equipment: \_\_\_\_\_

Event Name: Geschäftsöffnung  
 Event Date: 12-6-93 Time: 19.00 Location: Phillip Reis Str. 10  
31832 Springe  
 Event Contact Person: \_\_\_\_\_  
 Event Telephone Number: 050414 05810

**I would like to rent the following equipment:**

- |                       |                          |                 |                          |                     |       |
|-----------------------|--------------------------|-----------------|--------------------------|---------------------|-------|
| Powered Speakers      | <input type="checkbox"/> | XLR Cables      | <input type="checkbox"/> | Stander             | _____ |
| Shure SM58 Microphone | <input type="checkbox"/> | Power Strips    | <input type="checkbox"/> | Speaker             | _____ |
| Shure SM57 Microphone | <input type="checkbox"/> | Power Cables    | <input type="checkbox"/> | Microphone Boom     | _____ |
| Mixer                 | <input type="checkbox"/> | RCA Cables      | <input type="checkbox"/> | Microphone Straight | _____ |
| POD Cable             | <input type="checkbox"/> | Extension Cords | <input type="checkbox"/> |                     |       |
| Projector             | <input type="checkbox"/> | Screen          | <input type="checkbox"/> |                     |       |

I need equipment only.  
 By initiating here, I am agreeing to pick-up from and return delivery to Octavius Tower LLC all equipment which I have rented. I also agree to attend training on how to setup and properly use the Octavius Tower Equipment, if needed.

Training Date: \_\_\_\_\_ Time: \_\_\_\_\_

Training provided by: \_\_\_\_\_

I need equipment and services: set up and run the equipment.  
 I will provide the music on an ipod or CD.  
 I need music to be provided.  
 Genre?: CONCERT & ROCK MUSIC Octavius Tower

**READ and SIGN**

Octavius Tower LLC will be referred to as O.T. throughout the contract.  
 By signing this contract, I agree to adhere to the guidelines set forth by O.T. in regards to the rental of their Sound System Equipment. In addition, I agree to pay for any damages caused by negligence resulting from my rental of the equipment as estimated by O.T. at the time drop-off or up to 5 days after the above mentioned rental period is completed. Furthermore I agree to pay full price for any equipment not returned to O.T. at the time of drop off. When paying by depositments I agree to allow O.T. to deduct the agreed funds and any possible damage funds from my Pacific department account, anytime within 5 business days of signing this contract and or up to 5 business days after the return of the equipment.

When paying by cash I agree to pay for the equipment in advance of set up and place a one hundred dollar (\$100.00) deposit down for any possible damages to the equipment, as estimated by O.T. at the time of drop-off or up to 5 days after.

Sign: Gunter Siegmann  
 Print name: Gunter Siegmann Date: 5-6-1993

**FOR OFFICE USE ONLY**

**Sound Equipment Costs:**

	Equipment ONLY	Equipment and Services
Off Campus Groups	\$130.00	\$260.00
Faculty, Administration, or On-campus Staff	\$75.00	\$140.00
Students and Student Run Organizations On-campus	\$40.00	\$80.00

Original Costs \$2440 Discount 70% = TOTAL Cost 700.00

Discount Reason: best in box

PAYMENT TYPE (please print): Cash  
 Deposit if needed: 100.00

Confirm availability \_\_\_\_\_ by whom: \_\_\_\_\_  
 e-Confirm and schedule set up \_\_\_\_\_ by whom: \_\_\_\_\_  
 Equipment Return \_\_\_\_\_ by whom: \_\_\_\_\_



This is a true copy of a Pictura from Octavius Tower's first Concert in 1993.



This is a true copy of a Picture  
from Octavius Tower's first Concert  
in 1993.



## Exhibit “B-1”

Service Contract for  
Initial website

# MARTIN BRANDT

## COMPUTER-SERVER-WEBSEITEN

Luxemburger Strasse Köln 50939

www.MBCSW.de  
0221-523782

APT Nummer: 237/023

27.02.1993

Webseitengestaltung und Verwaltungsräum im world wide web.  
Marcel July/co Octavius Tower .  
Isolanstr. 2 in Holweide.  
Telefon: 0221-634222  
Paket Nummer: 237/023-01/03/1993  
IPS Nummer 1203.1829.3984  
Freie Webseitengestaltung durch  
Herrn Marcel July selbst. Gundapaket 02 mit 1000 mb Freischaltung.  
Vertragsbeginn ist der 01.03.1993 und automatisiert sich um je ein  
weiteres Jahr. Bei Nichtzahlung in Vorkasse 3 Monate zum Jahresende.

Einrichtungsgebühr: .....	DM 95.-
Preis per Jahr: .....	DM 128.-
	-----
Preis inkl MwSt.: .....	DM 223.-
	-----

Betrag dankend erhalten:

  
MBCSW-01.03.1993



## Exhibit "B-2"

Source code for creation of  
Initial website (first page)



Exhibit "B-3"

Photos of the  
Initial website  
Printed on 7/22/2007





# OCTAVIUS TOWER

Octavius Tower Rheinaue Fest Garmisch,  
METAL ROCK Live am 6. August 1993.





The screenshot shows a web browser window with a blue title bar and a standard address bar. The main content area has a light purple background with a large, stylized 'O' shape. The text 'OCTAVIUS TOWER' is written in large, bold, orange-outlined letters. Below the title, there is a small rectangular image of a building at night, with the text 'LONDON: ENGLAND "THE PUP HOUSE" 1994. METAL ROCK LIVE October 1994' overlaid on it. The browser's status bar at the bottom shows the address 'http://www.ozpublish.com/...' and the page title 'OCTAVIUS TOWER'.

# OCTAVIUS TOWER

LONDON: ENGLAND "THE PUP HOUSE" 1994.  
METAL ROCK LIVE October 1994

OCTAVIUS TOWER

FRANCE The Eurochambre de Belfort 1995.  
METAL ROCK LIVE JULY 1995



# OCTAVIUS TOWER



Windows Internet Explorer

http://www.oxfordjournals.org/




File Edit View Favorites Tools Help

Search

# OCCASIONAL PAPER

## October Tower: Featuring Musical Performances & Photographs, 1994

Featuring Musical Performances & Photographs, 1994



Print

Home

11



### Occlusus Tower Featuring Musical Performances & Photographs, 1995

Featuring: OPEN AIR 1995



**ROCK RINGS**

**BON JOVI**

**FAITH NO MORE**      **VAN HALEN**

**BAD RELIGION**      **PRETENDERS**

**MEGADETH**      **SLASH'S SNAKEPIT**

**DANZIG • SELIG • D.A.D.**      **UCIEY MID JOE • H-BLOOD**

**PETI PROCK • AXRIS • DEL AURTI**      **HOOTIE & THE BLOWFISH**

**ELECTRIC KITTENS**      **DAVE MATTHEWS BAND**

**OTTO**      **MATTIN BIRD**

**OPEN AIR**      **ROCK RINGS**      **FESTIVAL**

**OCCLUSUS TOWER**      **1, 4 & 9S**      **MUMBAICHING**      **SPIDERMAN**

**1995**



Octavine Tower Featuring Musical Performances & Photographs 1996  
Featuring: PINGST & Rock'n Air OPEN AIR 1996

**PINGST-OPEN AIR**  
Live in concert!  
**DR. FEELGOOD**

support:  
DEAD BANG · SAS PUNK and KISS (Requiem)

**Sa. 25. Mai '96**

Eintritt ab 15:00 Uhr  
**BRONCOS-LAGE · BRQ-Yollenwiesl**  
Doch 25.-26.  
Freitags 20.00 / 40.00

ERB  
Sängerpreis  
M. K. 1996

**ROCK'N AIR**

25. DEZ 18.4.  
SAMEDI 31 AOUT 96

PLUCK THE FEELERS FROM THE AIR

ROCK'N AIR  
Performance & Photographs  
1996

### October Tower Featuring Musical Performances & Photographs 1997

Featuring: OPEN AIR "Festmann" / Rock im Park, 1997

**Festmann Open Air**  
 11. Jimi-Hendrix-Revival-Festival  
 6.9.97  
 19:00 - 23:00  
 Festmann 97  
 11. Jimi-Hendrix-Revival-Festival  
 6.9.97  
 19:00 - 23:00  
 Festmann 97

**ROCK IM PARK**  
 3. CAHO  
 KISS  
 DIE ÄRZTE  
 LIVE · NENEH CHERRY  
 SUPERTRAMP  
 CHRIS REA  
 AEROSMITH  
 BUSH · RUGEES  
 TOOL · KULA BECK · SPANER  
 TEXAS · SETIG





Octavius Tower Featuring Musical Performances & Photographs, 1998

Featuring: OPEN AIR "ROCK AM RING" / OPEN AIR NIGHT, 1998



Octavius Tower Featuring Musical Performances & Photographs, 1998

Featuring: BURGO HEI PZBERG, 1998





The screenshot shows a web browser window with the address bar containing 'http://www.wacken.com'. The main content area displays a large background image of a stage performance with a person in a white top and dark pants. Below this, there is a smaller inset image showing a crowd of people at a concert. In the center, there is a graphic with the text 'WACKEN 2000' and 'OPEN AIR 'PIÄRRINGER' AM BAGGERSEE 2000'. The browser's status bar at the bottom shows 'www.wacken.com' and 'http://www.wacken.com'.

Octavia Toner, Featuring Musical Performances & Photographs 2000  
Featuring: Open Air "PIÄRRINGER" AM BAGGERSEE 2000



Ochsund Tower Featuring Musical Performances & Photographs 2000

Featuring: Open Air "PIÄrringer" AM BAGGERSEE 2000



Ochsund Tower Featuring Musical Performances & Photographs 2001

Featuring: Open Air "Music Festival TRUNTOV" 2001





Octavia Tower Featuring Musical Performances & Photographs 2001

Featuring Open Air "WACHKEN" 2001







Octavia Tower Featuring Musical Performances & Physiognomies 2003

Featuring: Open Air "WACKEN/METALLICA/MANSON" 2003

Internet Explorer - Wachsen - Wachsen.de

http://www.wachsen.de

Die 68. des Wachsen Tag 2003


Wachsen

**TICKET-HOTLINE: +49 (0) 4627 / 18 36 38 - WWW.WACHEN.COM**

Octavius Tower Featuring Musical Performances & Photographs 2003

# METALLICA IN GERMANY!

Octavius Tower Featuring Musical Performances & Photographs 2003



WWW.WACHEN.COM

brought to you by Drakkingas (info@drakkingas.de)

Octavius Tower Featuring Musical Performances & Photographs 2003

Printed by Papyrus 08.11.2003 09:49:23



# OCTAVIUS TOWER

Octavius Tower "Live In Arizona U.S.A." 2003

**ADMIT ONE**

**"Fun Run"**

**Mr. D's  
Route 66  
Diner**

604 Route 66 & 1st Street  
Kingman, AZ 86401  
(928) 837-8888

The Arizona Route 66  
"Fun Run" May 3rd, 2003

**Octavius Tower**

Private & Secluded

**"OCTAVIUS TOWER"**

Live at "The Living Office"  
from the Arizona City of the Future.

Free Entrance,  
Time : 5:00 PM  
Date : 5/5/03  
Food and Beverages Available

The screenshot shows a Facebook post from the page "Octavius Tower". The post includes a checkered graphic with the text "Octavius Tower", "Claudio & Bandrock", and "Live 8 PM". Below this is a video player with the text "8:32 AM - PLYMOUTH, PENNSYLVANIA" and "DODGEE STRIPTEASE, AEROBIC 88-5-51". The main text of the post is "Octavius Tower 'FUN RUN' @ MR. D'Z". There are two images: one of a building with a sign and vintage cars, and another of a stage performance. The Facebook interface shows the post was shared on 11/25/2014 at 11:22 AM and has 10 likes.

Octavius Tower

Claudio & Bandrock

Live 8 PM

8:32 AM - PLYMOUTH, PENNSYLVANIA

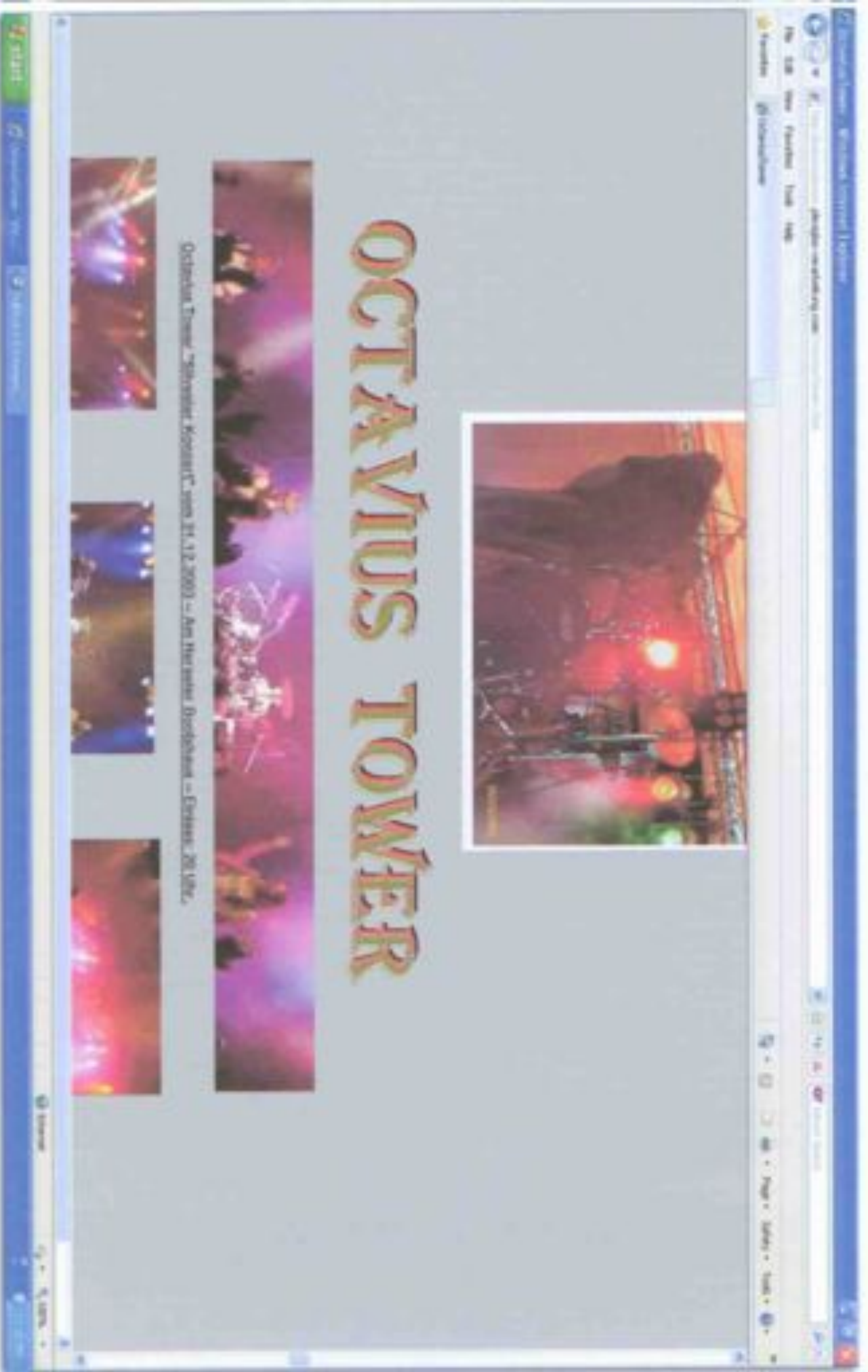
DODGEE STRIPTEASE, AEROBIC 88-5-51

Octavius Tower "FUN RUN" @ MR. D'Z

11/25/2014 11:22 AM

10 likes






Windows Explorer | System

http://www.octavius-tower.com/


File Edit View Favorites Tools Help

Search | Octavius Tower

# OCTAVIUS TOWER



October Tower "Symphonie Konzert" am 24.12.2000 - Am Theater Bochum - Erleben 20 Uhr.



Home | About | Contact







# OCTAVIUS TOWER

Octavius Tower Featuring Musical Performances & Photographs 2004

Featuring: Open Air "HEADBANGERS / ROCK AM RING / OZZFEST" 2004











Octavius Tower Festuring Musical Performances & Photographs 2007

Festuring: Open Air "House der Musik / Metal Party" 2007

Transstation proudly presents

# House der Musik

HouseArea

Odezza Lee  
(Fremderland song / Regga mit Dance-Drum)

Gordon  
(Technoarea)

Kai FX  
(Technoarea / Metal)

ElektroTechnoArea

Elektrikk Kitty  
(House)

PAN TAU  
(Technoarea)

Norman  
(House/Reggae)

ChinQuArea mit DJ Marian  
www.transstation-party.de / www.schlachtraum-wob.de  
Erlaubnis: 991100





EINTRITT 3 EURO

**Schlachthaus**



W O L F S B U R G  
<http://www.schlachthaus-club.de>



EINTRITT 3 EURO

**Schlachthaus**



W O L F S B U R G  
<http://www.schlachthaus-club.de>



*News*

# OCTAVIUS TOWER





# OCTAVIUS TOWER

This song has many memories attached to it. Octavius Tower, the whole Metal Community and I lost one of our friend due a tragic accident. Antonio was a very gifted person, a excellent singer and song writer. It was always a honor to play with him. With his dead, we all lost part of our soul. In loving memory from all of us to Antonio.

2004



15-03-1960

02-04-2004

*In loving memory*







Octavius Tower 'live' recorded  
at the Rheinaue Fest '93  
Get yours for 9,95 DM





## Exhibit "B-4"

Affidavit from  
Internet Server WebMaster  
who provided services from  
27 Feb 1993 ~to~ 9 June 2003

AFFIDAVIT

I, Martin Brandt owner of the past computer webhosting company "MARTIN BRANDT, COMPUTER -SERVER-WESEITEN" with this letter under oath on this day 10.05.2011, I confirm that I uploaded for the first time Marcel July's website Octavius Tower on my Server and made it accessible for anyone connected to the world wide web. The main name in use OctaviusTower was connected as subdomain to several main domain names. on the date of 11.11.1993 the Website was online. Marcel July was one of my customers until 09.06.2003

  
\_\_\_\_\_  
Martin Brand / 10.5.11

  
\_\_\_\_\_  
Amin Negm-Awad / 10.5.11

  
\_\_\_\_\_  
Witness: Thomas Berg / 10.5.11

*Faint, illegible text, possibly a stamp or official note.*

## Exhibit "C"

Copies of Posters  
for Concerts in Europe  
from 1993, 1994 and 1995

RHEINAUE FEST '93

# Octavius Tower

"einmalige Veranstaltung"  
6. August 1993

## Westseite

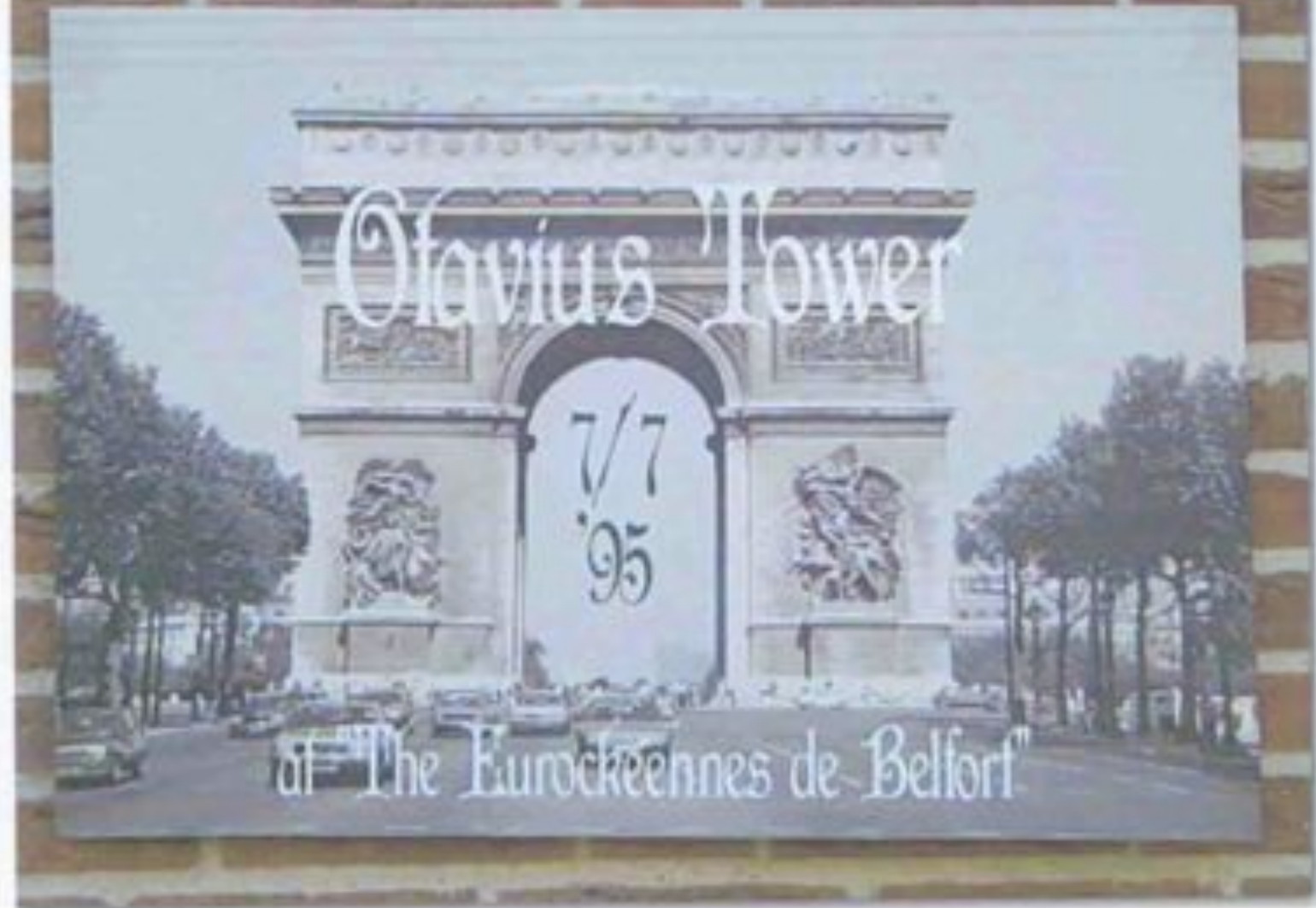
This is a true and correct copy Of  
"Octavius Tower Live Rheinaue fest '93" Poster



**This is a true and correct copy Of  
"Octavius Tower Live Rheinaue fest '93 Compact Cassette**



**This is a true and correct copy Of  
"Octavius Tower Live in England at the Pub House'94" Poster**



**This is a true and correct copy of  
"Octavius Tower at the Eurockéennes de Belfort '95" Poster**

## Exhibit “D”

Agreement between Marcel July  
and his attorney,  
Christian Kaldenhoff,  
as Resident Agent for  
Octavius Tower, LLC.  
(Translated from German to English)





# POWER OF ATTORNEY

Dr. Hans Pribilla II  
Christian Kaldenhoff

LAWFRM

Notarische  
Büro

10000  
Tel. 41 5333

Handwritten: 40110-817

Matter of: Marcel July /co-  
Octavius Tower

Registered Agent Acceptance  
Certificate of Acceptance of Appointment by  
Registered Agent for Mr. Marcel July /co.-  
Octavius Tower as legal represented by Law in any  
legal issue and advisory in any matter provided by  
the ZPO Law of the Federal Republic of Germany  
to the me Christian Kaldenhoff.

1)

I Marcel July /co. Octavius Tower give on this  
date: 03.03.1993 with my Signature to represent  
me Marcel July / co. Octavius Tower as my legal  
council in all matters in Court at the statue  
Paragraph 81 folgende ZPO

2)

To sign any contracts and or necessary legal  
documents as Agent in my name.

3)

To provide his Legal service as Law firm in any  
matter in court under Paragraph 302, 374 St.PO.  
including process proceeding in my abstinence/without  
my personal appearance Paragraph 411 II StPO,  
Paragraph 233 1, Paragraph 234 StPO.

4)

The right to be active in verbal and written contracts as  
negotiator and also collecting of dues not payed by any  
event promoter or second or third party.

5)

The right to cancel any contracts if not provided in any way  
written and agreed in pre-existing Promotion, Entertainment  
and other service provided by Marcel July /co. Octavius Tower.

Translation by Marcel July.

  
Marcel July 12.05.2011

Dr. Hans-Friedrich II  
Christians-Eckhoff  
von Negen  
Sensu-Mehrbuden  
Kathowalden

Großstraße 1 - 39071 Kalle  
Tel. 05343 9484-1144

## Vollmacht

Zustellungen werden nur an den/die  
Bevollmächtigte(n) erbeten!

Marcel July

wegen  
Vollmacht erteilt **Ottavio Tower**

- zur Prozessführung i. a. nach §§ 81 ff. ZPO einschließlich der Befugnis zur Erhebung und Zurücknahme von Widerklagen;
- zur Antragstellung in Scheidungs- und Scheidungsfolgeverfahren, zum Abschluß von Verhandlungen über Scheidungsfolgen sowie zur Stellung von Anträgen auf Erteilung von Haftens- und sonstigen Vermögensaufhebungen;
- zur Vertretung und Vertretung in Streitachen und Außenstreitachen (§§ 302, 374 ZPO) einschließlich der Vertretungen sowie für den Fall der Abwesenheit zur Vertretung nach § 411 § ZPO und mit ausdrücklicher Ermächtigung auch nach §§ 232 I, 234 ZPO; zur Stellung von Streit- und anderen nach der Streitwertordnung zulässigen Anträgen und von Anträgen nach dem Gesetz über die Ermächtigung für Strafverfolgungsmaßnahmen, insbesondere auch für das Betrugverfahren;
- zur Vertretung in sonstigen Verfahren und bei außergerichtlichen Mahnverfahren aller Art (insbesondere in Unterwischen zur Geltendmachung von Ansprüchen gegen Schuldiger-Fahrerhaftler und deren Versicherer);
- zur Begründung und Aufhebung von Vertragsverhältnissen und zur Abgabe und Entgegennahme von einseitigen Willenserklärungen (z. B. Kündigungen) in Zusammenhang mit der oben unter „jeden ...“ genannten Angelegenheit.

Die Vollmacht gilt für alle Instanzen und erstreckt sich nicht auf Heben- und Freigewährungen aller Art (z. B. Arrest und einstweilige Verfügung, Kontopfändungen, Zwangsvollstreckung, Inzuberzins-, Zwangswertberichtigung, Zwangsveräußerungs- und Versteigerungsverfahren sowie Insolvenzverfahren). Sie umfaßt insbesondere die Befugnis, Zustellungen zu bewirken und entgegenzunehmen, die Vollmacht ganz oder teilweise auf andere zu übertragen (Untervollmacht), Rechtsmittel einzulegen, zurückzunehmen oder auf sie zu verzichten, den Rechtsanwalt über außergerichtliche Verhandlungen durch Vergleich, Verzicht oder Anerkenntnis zu empfangen, Geld, Wertpapiere und Urkunden, insbesondere auch den Streitgegenstand und die von dem Gegner, sich der Zustimmung oder von sonstigen Dritten zu bestimmten Beträgen entgegenzunehmen sowie Akteneinsicht zu nehmen.

Esln, 4. April 2000

Zur Unterschrift

Prozesskostenhilfe: **100,00 €** (Kontokorrentkonto: Sparkassenbank, Kalle, 39071 Kalle, 05343 9484-1144)

Der Gerichtsvollzieher und jede weitere gerichtliche, behördliche und private Stelle, einschließlich des/der gegnerischen Prozessbevollmächtigten, werden angewiesen, die in Sachen

zurückzukommen - zu erklären - entgegenzunehmen - freizulegen - Besitze auszuliefern an die prozessbevollmächtigte Anwaltskanzlei

Esln, 4. April 2000

Zur Unterschrift

# Exhibit "E"

Equipment Photos  
and  
Sample Rental Agreements.

# Octavius Tower GmbH Mietvertrag

Name der Organisation / individuell:  
Kontaktperson: Fabian van de Mole  
Telefon #: 02222-245499  
Mietvertrags #: 699

Ausstellungsabnahme: 1. Juni 2003    Auslieferungstermin: 2. Juni 2003  
Event Name: Feier privat  
Event Datum: 1. Juni 2003, Zeit: 20.00    Ort / Platz: Rheinfur  
Event Kontaktperson: Fabian

## Ich möchte die folgende Ausrüstung mieten:

Lautsprecher  
Shure SM 58  
Shure SM 57  
Mixer  
CD-Spieler  
Projektor

1 Kiste ✓  
1 Kiste ✓  
1 Kiste ✓  
1 Kiste ✓  
1 Kiste ✓  
1 Kiste ✓

XLR Kabel  
RCA Kabel  
Elektra Kabel  
Mehrfach Stecker  
TV

1 Kiste ✓  
1 Kiste ✓  
1 Kiste ✓  
1 Kiste ✓  
1 Kiste ✓

Ständer:  
Lautsprecher  
Microphone

1 Kiste ✓  
1 Kiste ✓  
1 Kiste ✓

Ich bestätige zu Auslieferung bei Umzeichnung bin ich damit einverstanden, dass ich die Ausrüstung welche ich von Octavius Tower miete, sende und wieder zurückbringe. Außerdem bin ich damit einverstanden, dass ich das Recht ein Training absolviere um die Ausrüstung von Octavius Tower ordnungsgemäß auf und abzubauen.

Termin Tag \_\_\_\_\_ Zeit \_\_\_\_\_

Termin durchgeführt bei \_\_\_\_\_

Ich bestätige Ausrüstung und Service, Aufnahme und Erstellung der Ausrüstung  
Ich werde die Musik auf einer CD zur Verfügung stellen.

### Gesetz und Unterzeichnung

Octavius Tower LLC wird als O.T. im Kompass genannt. Bei Unterzeichnung des Kompass, bin ich damit einverstanden, das Sound System von O.T. zu mieten. Ich bin ebenfalls damit einverstanden, für die Kosten aufzunehmen, wenn die Ausrüstung von O.T. beschädigt wird. Das gilt es bis zur Ablieferung bis zu 5 Tagen oder bis die die Mieten beendet ist. Außerdem bin ich damit einverstanden den vollen Preis zu bezahlen, wenn die Ausrüstung nach Ablauf der Mietezeit bei O.T. eintrifft. Bei Beschädigung der Ausrüstung bin ich damit einverstanden, dass O.T. die anfallenden Kosten oder den möglicherweise auftretenden Schaden von meinem Konto leidet bis zu 5 Geschäftstagen nach Unterzeichnung des Kompass oder nach 5 Geschäftstagen nach Ablieferung der Ausrüstung.  
Bei Beschädigung bin ich damit einverstanden im Voraus zu bezahlen.

Unterschrift: F. van de Mole

Name: Fabian van de Mole    1. Juni 2003



### NUR FÜR KUNDEN BENUTZUNG Sound Ausrüstung Preise

	Ausrüstung H&B	Ausrüstung u. Service
Standardische Preise	Euro 130,-	240,00
geschlossene Preise	Euro 75,-	140,-
organisierte Preise	Euro 40,-	80,-
Original kosten O.T.	- Nicht	= TOTAL Kosten
Zahlungsmethode:	bar	scheck
Anweisung (wenn nötig):	bar vsk. Die	

Name of Organization/Individual: Pub House  
 Contact Person: Richard McNoel Phone ID #: \_\_\_\_\_  
 Telephone Phone # 4420 3782 9744 Dept. Name: \_\_\_\_\_  
 Account Index code: \_\_\_\_\_ Account code: \_\_\_\_\_

**Event Information:**  
 Pick Up Equipment: October 21 1994 Drop Off Equipment: October 22 1994  
 Event Name: Octavia Tower Live in England '94  
 Event Date: October 21 Time: 2200 Location: Pub House  
 Event Contact Person: Richard McNoel  
 Event Telephone Number: 4420-3782-9744

**Lend us to rent the following equipment:**

Powered Speakers		ICP Cables		Stands	
Shure SM58 Microphone		Power Strips		Trucks	
Shure SM57 Microphone		Y-cable Cables		Microphone Saws	
Mixer		RCA Cables		Microphone Flight	
		Demarc Cords			

I need equipment only  
 By checking here, I am agreeing to pick up from and return delivery to Octavia Tower LLC all equipment which I have rented. I also agree to attend training on how to setup and properly use the Octavia Tower Equipment, if needed.

Training Date: \_\_\_\_\_ Time: \_\_\_\_\_  
 Training provided by: \_\_\_\_\_


I need equipment and someone set up and run the equipment

I will provide the mixer.  
 I need mixer to be provided.  
 Control: \_\_\_\_\_

**READ and SIGN**

Octavia Tower LLC will assume no liability for damage to or loss of any equipment or materials. By signing this contract, I agree to return to the position in which I received the equipment in the event of any damage caused by improper handling, fire, or theft of the equipment or materials. I will be responsible for any damage caused by improper handling, fire, or theft of the equipment or materials. I will be responsible for any damage caused by improper handling, fire, or theft of the equipment or materials. I will be responsible for any damage caused by improper handling, fire, or theft of the equipment or materials.

When signing this form, I agree to pay for the equipment or address of set up and pack a one hundred dollar (\$100.00) amount down for any possible damage to the equipment, as outlined on this form at the time of pick up or up to 5 days after.

By:   
 Print Name: Richard McNoel Date: October 10 1994

**FOR OFFICE USE ONLY**

**Rental Equipment Center:**

	Equipment ONLY	Equipment and Service
OC Campus Groups	\$120.00	\$240.00
Faculty, Administrators, or On-campus Staff	\$70.00	\$140.00
Business and Student Run Organizations On-campus	\$40.00	\$80.00

Original Costs \$ 260.00 - Discount \_\_\_\_\_ = TOTAL Cost 260.00  
 Discount Reason: \_\_\_\_\_

PAYMENT TYPE (please circle): Account/Department Cash \_\_\_\_\_ Card \_\_\_\_\_  
 Deposit (if applicable): \_\_\_\_\_

Circle availability: \_\_\_\_\_ by when  
 Be certain and schedule set up: \_\_\_\_\_ by when  
 Equipment Return: \_\_\_\_\_ by when



**This is a true and correct copy of  
"Octavius Tower Entertainment stage"**



**This is a true and correct copy of  
"Octavius Tower Entertainment stage"**





**This is a true and correct copy of  
"Octavius Tower Entertainment Light Show"**

# Octavius Lower

Sound Equipment Rental



Stage build up: \_\_\_\_\_



Angle Stage: \_\_\_\_\_



Straight Stage with Lights: \_\_\_\_\_



Straight Stage without Lights: \_\_\_\_\_



Indoor Stage: \_\_\_\_\_



Extra Joints for Stage extension: \_\_\_\_\_

Date: \_\_\_\_\_

Renter. Index code: \_\_\_\_\_

# Octavius Tower

Sound Equipment Rental



Small smoke system : \_\_\_



Big smoke system: \_\_\_



Strobe light: \_\_\_



Light ball: \_\_\_



light setup 1: \_\_\_



Light setup 2: \_\_\_



Laser show 1: \_\_\_



Laser show 2: \_\_\_

Date: \_\_\_ Renter. Index code: \_\_\_

# Octavius Lower

Sound Equipment Rental



Large Speaker System 20.000W: \_\_\_\_\_



Bass Speakers 300W-6.000W: \_\_\_\_\_



Mid. range Speakers and Tweeters: \_\_\_\_\_



PA System 2.000W: \_\_\_\_\_



PA Stage Rigging: \_\_\_\_\_

Date: \_\_\_\_\_

Renter. Index code: \_\_\_\_\_

# Octavius Lower

Sound Equipment Rental



Amps 20.000W: \_\_\_\_\_



Amp 10.000W: \_\_\_\_\_



Amp 1.200W: \_\_\_\_\_



Amp 900W with Mixer: \_\_\_\_\_

Date: \_\_\_\_\_

Renter. Index code: \_\_\_\_\_

# Octavius Lower

Sound Equipment Rental



Multi Mixer : \_\_\_\_\_



Basic 4ch mixer: \_\_\_\_\_



All in One PA System 800W: \_\_\_\_\_



Studio Recording: \_\_\_\_\_



Sound Technican: \_\_\_\_\_

Date: \_\_\_\_\_

Renter. Index code: \_\_\_\_\_

Exhibit "F-1"

Concert ticket and  
Photo of band in 2003  
at Mr. D'z Restaurant  
Kingman, AZ

**ADMIT  
ONE**



**"Fun Run"**

**Mr. D's  
Route 66  
Diner**

Old Route 66 & 1st Street  
(105 E. Andy Devine Avenue)  
Kingman, AZ 86401

The Arizona Route 66  
"Fun Run" May 3rd. 2003

**Octavius Tower**

**Classic & Hardrock**

*Live* at Mr. D's on stage  
**8 PM**





**This is a true and correct copy of  
"Octavius Tower Entertainment stage"**



**This is a true and correct copy of  
"Octavius Tower at Mr'Dz Fun Run  
May,3,2003" Poster**

## Exhibit "F-2"

Poster from 2005  
"Rick's Halloween Bash"  
at the Grand Canyon in AZ

# **RICKS HALLOWEEN BASH**

**SATURDAY OCTOBER 29 2005**

**LIVE MUSIC, BBQ AND BEER!**

**COME ROCK WITH US**

**LIVE MUSIC BY**

**KINGSCROSSING, GAZZELLE**

**AND OCTAVIUS TOWER**

**1808 GRAND CANYON**

**4 PM TO?**



**KINGSCROSSING**

**OCTAVIUS TOWER**

This is a true and correct copy of  
"Octavius Tower at Rick's Halloween Bash 2005 " Poster



**This is a true and correct copy of  
"Octavius Tower Live at Ricks Halloween  
Bash 2005"**



**This is a true and correct copy of  
"Octavius Tower Live at Ricks Halloween  
Bash 2005"**

## Exhibit “F-3”

Poster from 2006  
“Gloria’s Lounge”  
in Visalia, CA

# KINGSCROSSING IN CONCERT THIS SATURDAY NIGHT



APRIL 22ND 2006

AT

GLORIAS LOUNGE

VISALIA CA

WITH SPECIAL GUESTS OCTAVIUS TOWER

SHOW STARTS AT 8PM

TICKETS ARE \$10 AT THE DOOR

[WWW.KINGSCROSSING.US](http://WWW.KINGSCROSSING.US)

[WWW.OCTAVIUSTOWER.COM](http://WWW.OCTAVIUSTOWER.COM)



This is a true and correct copy of  
"Octavius Tower at Kingscrossing in Concert" Poster





**This is a true and correct copy of  
"Octavius Tower Live at Gloria's Lounge '06"**



**This is a true and correct copy of  
"Octavius Tower Live at Gloria's Lounge '06"**



**This is a true and correct copy of  
"Octavius Tower Live at Gloria's Lounge '06"**

# Rental Agreement for Octavius Tower, LLC Sound Equipment Rental

Name of Organization/Individual: Kings Crossing  
 Contact Person: Mark Green Pacific ID #: \_\_\_\_\_  
 Telephone Phone #: 303-271-3288 Dept. Name: \_\_\_\_\_  
 Rental Index code: \_\_\_\_\_ Account code: \_\_\_\_\_

## Event Information:

Pick Up Equipment: \_\_\_\_\_ Drop Off Equipment: \_\_\_\_\_  
 Event Name: Obama Camp  
 Event Date: April 2, 2006 Location: Wash DC  
 Event Contact Person: Mark Green  
 Event Telephone Number: ( ) \_\_\_\_\_

I would like to rent the following equipment:

Powered Speakers \_\_\_\_\_  
 Shure SM58 Microphone \_\_\_\_\_  
 Shure SM57 Microphone \_\_\_\_\_  
 Mixer \_\_\_\_\_  
 iPod Cable \_\_\_\_\_  
 Projector \_\_\_\_\_  
 XLR Cables \_\_\_\_\_  
 Power Strips \_\_\_\_\_  
 Power Cables \_\_\_\_\_  
 RCA Cables \_\_\_\_\_  
 Extension Cords \_\_\_\_\_  
 Screen \_\_\_\_\_  
 Studio Speaker \_\_\_\_\_  
 Microphone Boom \_\_\_\_\_  
 Microphone Stand \_\_\_\_\_

*See attached!*

I need equipment only

By indicating here, I am agreeing to pick-up from and return delivery to Octavius Tower LLC all equipment which I have rented. I also agree to attend training on how to setup and properly use the Octavius Tower Equipment, if needed.

Training Date: \_\_\_\_\_ Time: \_\_\_\_\_

Training provided by: \_\_\_\_\_



I need equipment and services: set up and run the equipment

I will provide the music on an ipod or CD.

I need music to be provided.

Genre: \_\_\_\_\_

## READ and SIGN

Octavius Tower LLC will be entered to as O.T. throughout the contract. By signing this contract, I agree to adhere to the guidelines set forth by O.T. in regards to the rental of their Sound System Equipment. In addition, I agree to pay for any damages caused by negligence resulting from my rental of the equipment as estimated by O.T. at the time drop off or up to 3 days after the above mentioned rental period is completed. Furthermore I agree to pay full price for any equipment not returned to O.T. at the time of drop off. When paying by department transfer I agree to allow O.T. to debit the agreed funds and any possible damage funds from my Pacific Department account, anytime within 3 business days of signing this notice and/or up to 3 business days after the return of the equipment.

When paying by cash I agree to pay for the equipment in advance of set-up and place a one hundred dollar (\$100.00) deposit down for any possible damages to the equipment, as returned by O.T. at the time of drop off or up to 3 days after.

Signature:

Date: 4/6/06

## FOR OFFICE USE ONLY

### Sound Equipment Costs:

	Equipment ONLY	Equipment and Services
Off Campus Groups	\$125.00	\$240.00
Faculty, Administration, or On-campus Staff	\$75.00	\$140.00
Students and Student Run Organizations On-campus	\$40.00	\$95.00

Original Costs \$ 700 - Discount \_\_\_\_\_ = TOTAL Cost 700

Discount Reason: \_\_\_\_\_

PAYMENT TYPE (please circle): SO Account/Department \_\_\_\_\_ Cash \_\_\_\_\_ Check \_\_\_\_\_

Deposit (if needed): \_\_\_\_\_

Confirm availability \_\_\_\_\_  
 Re-Confirm and schedule set up \_\_\_\_\_  
 Equipment Return \_\_\_\_\_

by whom  
 by whom  
 by whom

## Engagement Contract

1. THIS CONTRACT for the personal services of the Entertainers described below is made this day, 4/8/06 between Octavius Tower LLC represented by the undersigned and hereafter referred to as "Purchaser" and Kingscrossing (collectively or individually referred to as "Entertainer"), represented by the undersigned Group Leader.

2. Date(s) of Engagement(s): Saturday April 22nd 2006

3. Performance Times: Kingscrossing to take the stage no later than 9:15PM

4. Engagement Type and Description: Kingscrossing to perform for 1 hr Original Heavy Metal  
Octavius Tower to provide Sound and/or Lighting and to provide sound check at 5PM

5. Location of Engagement: Glorias Lounge Visalia, CA

6. Other Terms or Conditions: See attached sheets

7. Contract Price: \$700

8. Payments to be made as follows:

a) \$350 non-refundable security DEPOSIT payable to Zack Grimm  
[Group Leader], which must be returned with signed contract by 4/8/06

b) \$350 BALANCE made payable to Zack Grimm  
[Group Leader] due upon arrival at the engagement to Leader in CASH/CASHIER'S  
CHECK/MONEY ORDER (circle one).

c) BALANCE in CASHIER'S CHECK payable to N/A  
[Group Leader] due by \_\_\_\_\_

d) OTHER N/A

9. This agreement of the Entertainer to perform is subject to proven detention by sickness, accidents, riots, strikes, epidemics, extreme or dangerous weather conditions, acts of God, or any other legitimate conditions beyond Entertainer's control.

10. The Entertainer acts as independent contractor, and not as employee of the Purchaser.

11. [Optional] Entertainers are responsible only for their own conduct. Purchaser agrees to pay for all damage done to Entertainer's equipment due to the wrongful act of Purchaser, its employees, agents or guests. Purchaser assumes all risk of the engagement and shall indemnify

and hold entertainer harmless against any claims or legal actions brought against Entertainer arising out of personal injury or property damage occurring at the engagement which is not caused by the Entertainer.

12. [Optional] The Group Leader will inform the Purchaser if it becomes necessary to replace essential personnel for this engagement. Such changes may give the Purchaser the option to cancel the engagement. Cancellation of this contract by either party and subsequent settlements or changes are subject to the written consent of both parties, which consent shall not be unreasonably withheld.

13. [Optional] This contract is governed by the laws of the State of ~~XXXXXXXX~~ Any claim regarding this contract shall be resolved by arbitration in \_\_\_\_\_ County in accordance with the rules of the Professional Arbitration Association. The judgments of the Arbitrator shall be binding on all parties hereto. The losing party in arbitration proceedings shall be liable for reasonable attorney fees incurred by the prevailing party.

14. ~~Assent~~ The terms and conditions of this contract are hereby accepted by the Purchaser and Entertainer by them or their representatives' signatures below. The terms of this contract are binding and supersede any oral or written representations.

Company, Club or Private Party Name: \_\_\_\_\_

Purchaser's Name: Octavius Tower

C/O: Marcel Joly

Street Address: Luitertweg 4

City/State/ZIP: Klein Zundert  
NETHERLANDS 4882td

Phone(s): (+31) 0-627 424 338

Signature of Purchaser: \_\_\_\_\_ DATE: \_\_\_\_\_

Title: Kingscrossing Band

Group Leader's Name: Zack Grimm

Name of Group: Kingscrossing

C/O: Zack Grimm

Street Address: 2107 Vawter Ave

City/State/ZIP: Kingman Az 86401

Signature of Group Leader:  \_\_\_\_\_ DATE: 4/7/06

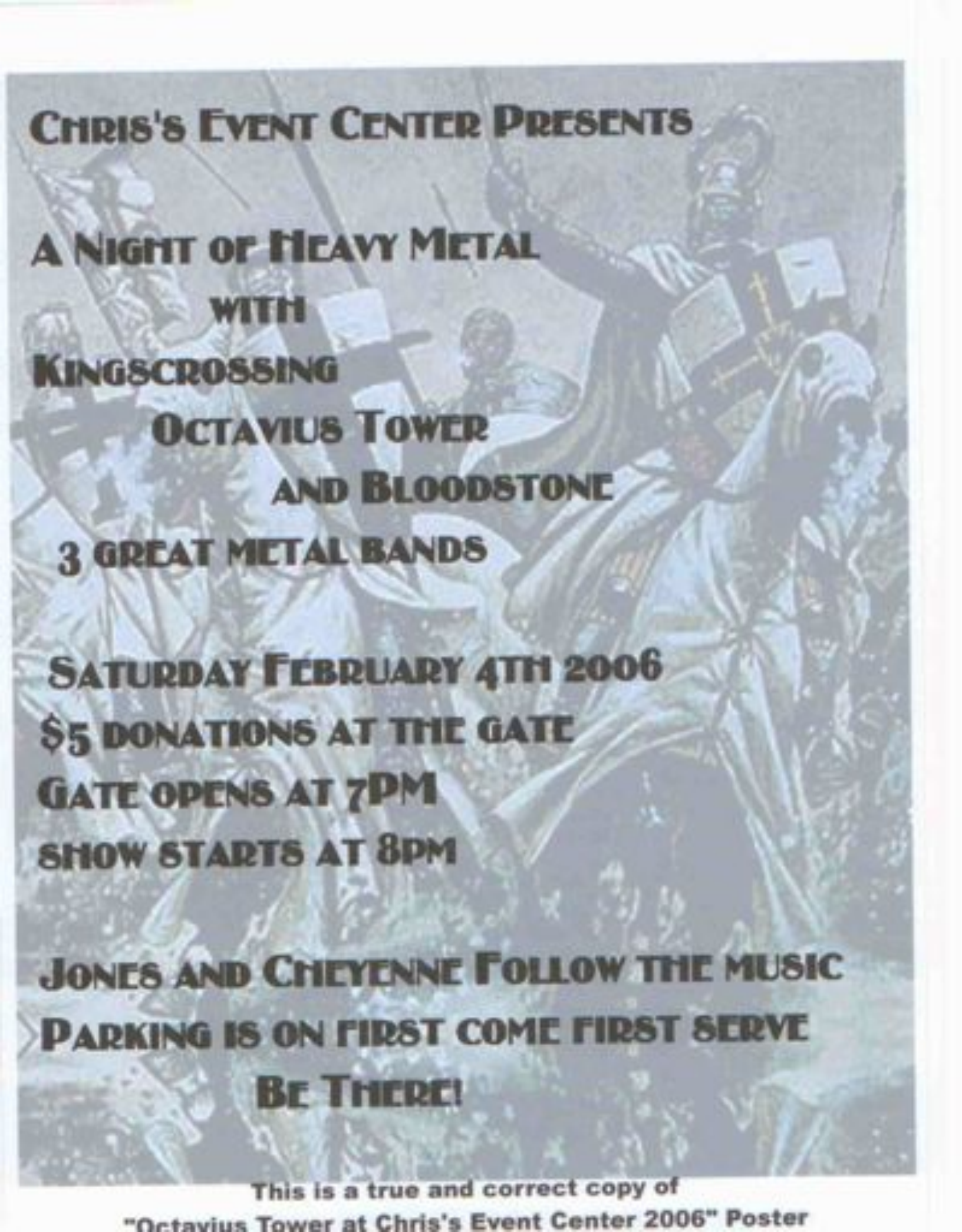
## Exhibit "F-4"

Poster and Engagement Contract  
from 2006

"Chris' Event Center"  
in Las Vegas, NV

Plus:

Performance Contract dated 4 Apr 2006  
for a performance on 15 Apr 2006  
and the "Kingscrossing" band  
webshot advertising that date.



**CHRIS'S EVENT CENTER PRESENTS**

**A NIGHT OF HEAVY METAL**

**WITH  
KINGSCROSSING**

**OCTAVIUS TOWER  
AND BLOODSTONE**

**3 GREAT METAL BANDS**

**SATURDAY FEBRUARY 4TH 2006**

**\$5 DONATIONS AT THE GATE**

**GATE OPENS AT 7PM**

**SHOW STARTS AT 8PM**

**JONES AND CHEYENNE FOLLOW THE MUSIC**

**PARKING IS ON FIRST COME FIRST SERVE**

**BE THERE!**

This is a true and correct copy of  
"Octavius Tower at Chris's Event Center 2006" Poster





**This is a true and correct copy of  
"Octavius Tower Live at Chris's Event  
Center presents a Night Of Heavy Metal '06"**



**This is a true and correct copy of  
"Octavius Tower Live at Chris's Event  
Center presents a Night Of Heavy Metal '06"**

## Engagement Contract

1. THIS CONTRACT for the personal services of the Entertainers described below is made this day, 1/20/08 between Octavius Tower LLC represented by the undersigned and hereafter referred to as "Purchaser" and Kingscrossing (collectively or individually referred to as "Entertainer"), represented by the undersigned Group Leader.
2. Date(s) of Engagement(s): Feb 4th 2008
3. Performance Times: Show begins at 8pm -Kingscrossing takes the stage no later than 10:30 PM
4. Engagement Type and Description: Kingscrossing to perform for 1 hr Original Heavy Metal  
Octavius Tower to provide Sound and /or Lighting and to provide sound check no later than 5pm
5. Location of Engagement: Jones and Cheyenne
6. Other Terms or Conditions: See attached sheets/Rider/ Stage plot/ Input sheets/ etc.  
Octavius Tower agrees on price of \$200 for Sound / Lighting payable by Kingscrossing
7. Contract Price: Kingscrossing Agrees to \$400.00
8. Payments to be made as follows:
  - a) \$250 non-refundable security DEPOSIT payable to Zack Grimm [Group Leader], which must be returned with signed contract by Feb 2nd 2008
  - b) \$150 BALANCE made payable to Zack Grimm [Group Leader] due upon arrival at the engagement to Leader in CASH/CASHIER'S CHECK/MONEY ORDER (circle one).
  - c) BALANCE in CASHIER'S CHECK payable to N/A [Group Leader] due by \_\_\_\_\_
  - d) OTHER N/A
9. This agreement of the Entertainer to perform is subject to proven detention by sickness, accidents, riots, strikes, epidemics, extreme or dangerous weather conditions, acts of God, or any other legitimate conditions beyond Entertainer's control.
10. The Entertainer acts as independent contractor, and not as employee of the Purchaser.
11. [Optional] Entertainers are responsible only for their own conduct. Purchaser agrees to pay for all damage done to Entertainer's equipment due to the wrongful act of Purchaser, its employees, agents or guests. Purchaser assumes all risk of the engagement and shall indemnify

and hold entertainer harmless against any claims or legal actions brought against Entertainer arising out of personal injury or property damage occurring at the engagement which is not caused by the Entertainer.

12. [Optional] The Group Leader will inform the Purchaser if it becomes necessary to replace essential personnel for this engagement. Such changes may give the Purchaser the option to cancel the engagement. Cancellation of this contract by either party and subsequent settlements or changes are subject to the written consent of both parties, which consent shall not be unreasonably withheld.

13. [Optional] This contract is governed by the laws of the State of XXXXXXXXXX Any claim regarding this contract shall be resolved by arbitration in \_\_\_\_\_ County in accordance with the Rules of the American Arbitration Association. The judgement of the Arbitrator shall be binding on all parties hereto. The losing party in arbitration proceedings shall be liable for reasonable attorney fees incurred by the prevailing party.

14. Acceptance. The terms and conditions of this contract are hereby accepted by the Purchaser and Entertainer by them or their representatives' signatures below. The terms of this contract are binding and supersede any oral or written representations.

Company, Club or Private Party Name; \_\_\_\_\_

Purchaser's Name: Octavius Tower

C/O: Marcel July

Street Address: Luitertweg 4

City/State/ZIP: Klein Zundert  
NETHERLANDS 4882td

Phone(s): (+31) 0-627 424 339

Signature of Purchaser: \_\_\_\_\_ DATE: \_\_\_\_\_

Title: Kingscrossing Band

Group Leader's Name: Zack Grimm

Name of Group: Kingscrossing

C/O: Zack Grimm

Street Address: 2187 Valentine ave

City/State/ZIP: Kingman Az 86401

Signature of Group Leader:  DATE: 1/22/06

# **Input Sheet for Kingscrossing**

- 1. Vocal Mic - Michael --SM 58**
- 2. LGuitar cab (upper) --- SM 57**
- 3. LGuitar cab (lower) --- SM 57**
- 4. RGuitar cab (upper) --- SM 57**
- 5. RGuitar cab (lower) --- SM 57**

(Guitar heads have mic - bal out - anc ✓)

- 6. Bass Cab or Direct Input for Bass**
- 7. 14" Snare**
- 8. 12" Rack Tom**
- 9. 13" Rack Tom**
- 10. 16" Floor Tom**
- 11. 18" Floor Tom**
- 12. 22" Kick**
- 13. 22" Kick**
- 14. Hi Hats**
- 15. Overhead Drums**
- 16. Overhead Drums**

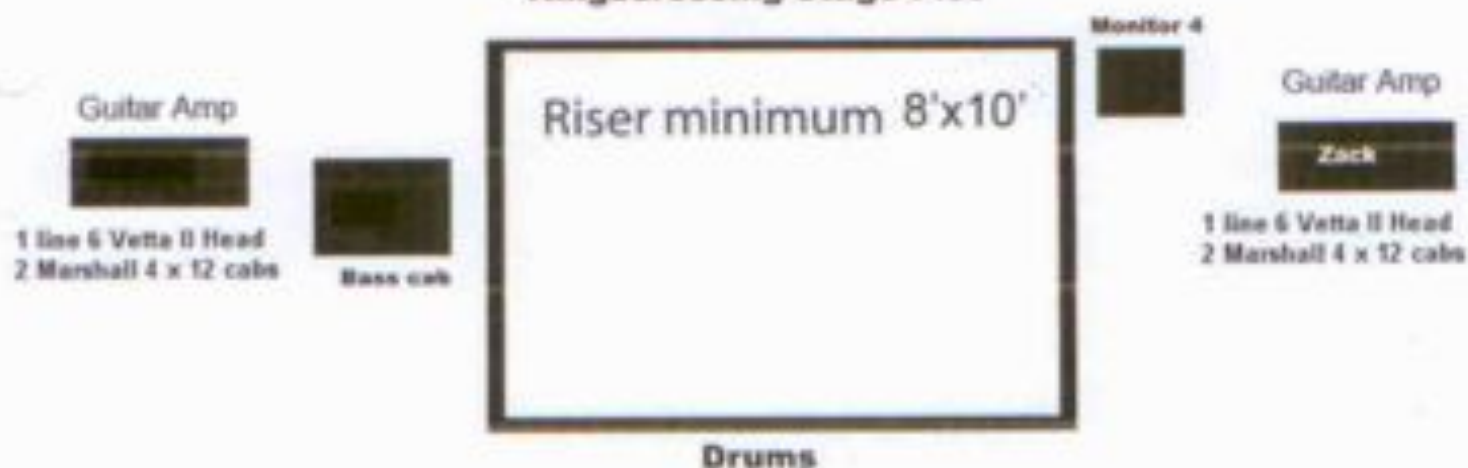
**Total Channels Needed - 16**

**Total Mics - 16**

**Total Mic Stands - 16**

**Minimum Stage size 20 x 12**

## Kingscrossing Stage Plot



Stage size min 20x12

Monitor 1



Monitor 2



Monitor 3



### **Stage size min 20 x 12**

**2 - guitar amps with full stacks (1) left of drums and (1) right of drums**

**1 - bass amp on right or left side of stage**

**1 - 8x8 min drum riser**

**3 monitors on front stage**

**1 monitor for drummer**

**monitors having stereo mix please.**

Minimum Requirements

#### PERFORMANCE COST, EXPENSE and DEPOSIT:

Price reflects a 250 mi. travel distance from Kingman AZ.  
Additional charges for milage and/or Airfares may apply more than  
250 miles from Kingman AZ.

- 1.(a) \$700.00 for 1 hour Performance
- (b) Minimum 2 Motel rooms (Band members only)
- (c) 1/2 Deposit Req 2 weeks in advance of  
show date within 250 miles of Kingman AZ.
- AND
- (d) 1/2 Deposit Req 4 weeks in advance of  
show date more than 250 miles of Kingman  
AZ.

Benefit shows are negotiable on performance price.

#### BAND DRESSING ROOM:

- (2) SECURE Dressing room or SECURE Backstage  
area for the bands personal belongings and  
cases.

#### SOUND and LIGHTS:

- 3.(a) Purchaser MUST provide GOOD quality stage  
lights and sound system with qualified  
engineer and/or tech.
- (b) Pre-Performance Sound Check min of 2 hrs  
before show.  
(See attached sheets for Mic Input and  
Stage Plot).

#### MERCHANDISE:

- (4)a. Performer gets 100% of Merchandise sales.
- b. Table to be provided for band min. 6'  
long for signing and merchandise.

#### ATTACHED SHEETS ARE::

- 5.(a) Stage plot
- (b) Mic Input Sheet
- (c) Backline needed ( Only required if band  
cannot bring own gear due to airline travel).

Name of Organization/Individual: KINGSCHLOSSING  
 Contact Person: ZACK GRIMM Phone ID #: \_\_\_\_\_  
 Telephone Phone # 929-270-7005 Dept. Name: \_\_\_\_\_  
 Rental Index code: 4020 Account code: \_\_\_\_\_

**Event Information:**  
 Pick Up Equipment: 4/14/09 Drop Off Equipment: 4/16/09  
 Event Name: OPENING FOR RON KEEL  
 Event Date: 4/15/09 Time: \_\_\_\_\_ Location: TALLSPIN  
 Event Contact Person: ZACK GRIMM  
 Event Telephone Number (929) 270-7005

**I would like to rent the following equipment:**

Powered Speakers	<input checked="" type="checkbox"/>	SLT Cables	<input checked="" type="checkbox"/>	Stands	_____
Shure SM58 Microphone	<input checked="" type="checkbox"/>	Power Strips	<input type="checkbox"/>	Trucks	_____
Shure 5817 Microphone	<input checked="" type="checkbox"/>	Power Cables	<input type="checkbox"/>	Microphone Traps	_____
Mat	<input checked="" type="checkbox"/>	SCX Cables	<input type="checkbox"/>	Microphone Stands	_____
POD Case	<input type="checkbox"/>	Extension Cords	<input type="checkbox"/>		
Printer	<input type="checkbox"/>	_____	<input type="checkbox"/>		

I need equipment only  
 By checking this, I am agreeing to pick-up, drop and return delivery to Octavia Tower LLC all equipment which I have rented. I also agree to attend training on how to setup and properly use the Octavia Tower Equipment, if needed.

Training Date: \_\_\_\_\_ Time: \_\_\_\_\_  
 Training provided by: \_\_\_\_\_

I need equipment and services, set up and run the equipment  
 I will provide the music.  
 I need music to be provided.

**WARM-UP OCTAVIA'S TOWER FOR KINGSCHLOSSING.**

**READ and SIGN**  
 Octavia Tower LLC will be releasing OCTAVIA'S TOWER LLC  
 By signing this contract, I agree to adhere to the guidelines set forth by OCTAVIA'S TOWER LLC in regards to the rental of their tower facility. I agree to pay for any and all damages caused by negligence resulting from my control of the equipment as detailed by OCTAVIA'S TOWER LLC. I agree to pay for up to 3 days when the above mentioned contract period is exceeded. Furthermore, I agree to pay full price for any equipment not returned to OCTAVIA'S TOWER LLC within 3 days of the drop off date. When paying for equipment, I agree to allow OCTAVIA'S TOWER LLC to inspect the tower and any possible damage from the above equipment, amount, service within 3 business days of signing this contract and up to 3 business days after the return of the equipment.

When paying to rent, I agree to pay for the equipment in advance of set up and gain a one hundred dollar (100.00) deposit when for any possible damages to the equipment, as mentioned by OCTAVIA'S TOWER LLC at the time of drop off or up to 3 days after.

\_\_\_\_\_  
 Signature  
 Name: ZACK GRIMM Date: 4/14/09

**FOR OFFICE USE ONLY**

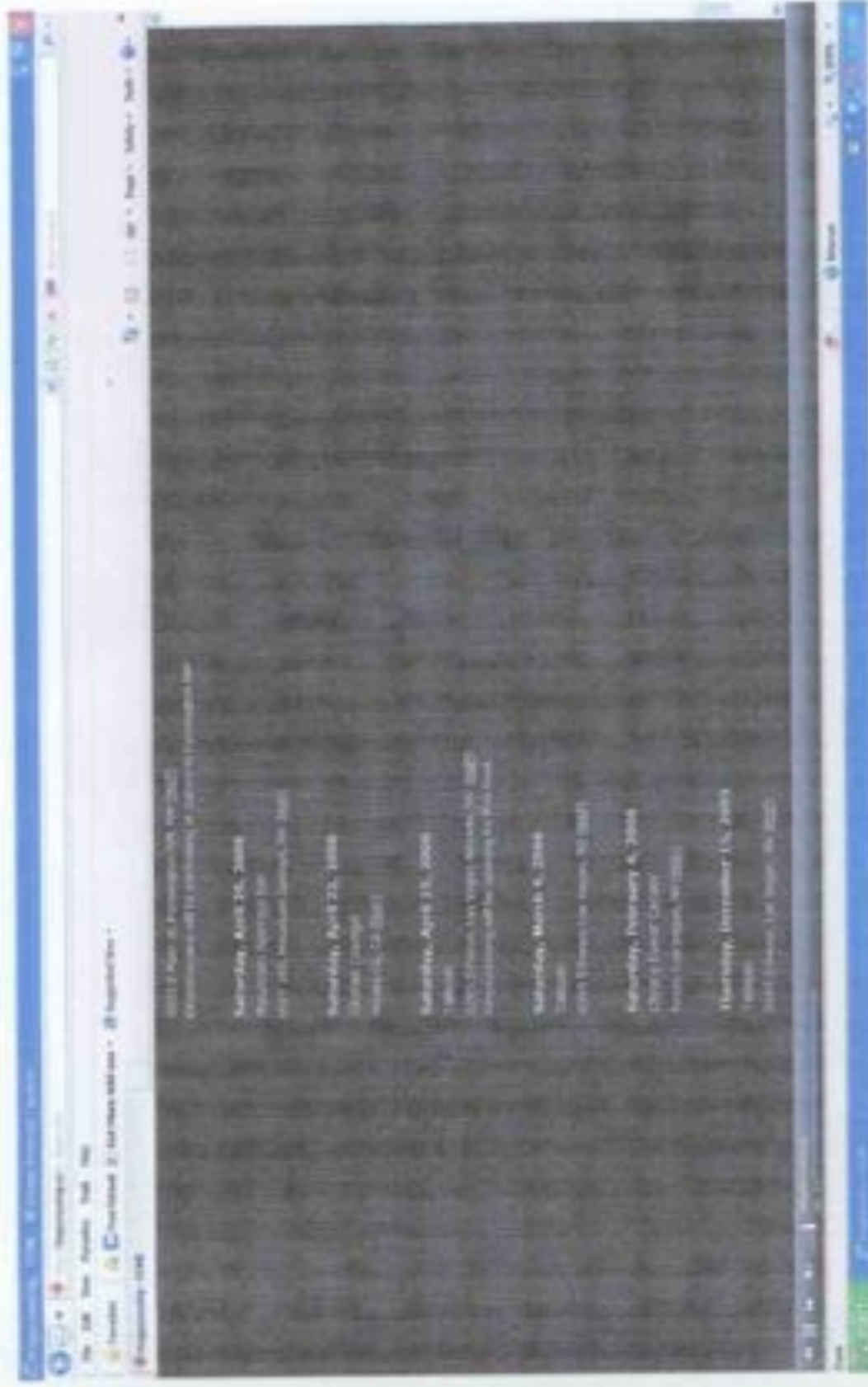
Base Equipment Costs	Equipment RENT	Equipment and Service
SE Console System	\$125.00	\$240.00
Faculty, Administration, or On-campus Staff	\$70.00	\$140.00
Students and Student, Non-Organization On-campus	\$40.00	\$80.00
Original Costs \$ 240 - Discount _____ = TOTAL Cost <u>240</u>		

Minimum Rental:  
**2 STAGE HOURS FOR OCTAVIA'S TOWER AS WARM-UP ACT IN EQUIPMENT RENTAL INCLUDED**

PAYMENT TYPE (please circle): Account/Department Cash \_\_\_\_\_ Clerk \_\_\_\_\_  
 Deposit if needed: \_\_\_\_\_

Custom availability \_\_\_\_\_ by whom \_\_\_\_\_  
 by Cardiac and schedule set up \_\_\_\_\_ by whom \_\_\_\_\_  
 Equipment Return \_\_\_\_\_ by whom \_\_\_\_\_





## Exhibit “F-5”

Poster and photos of live concerts  
during 2008 and 2009  
in Punta Gorda, FL









THE U.S. GOVERNMENT FLAG

# I WANT YOU

**At Laishley Park on June - 24 - 2009  
To celebrate our Veterans.**

**Come join us, Music will be provided by Octavius Tower  
Time of event is 2:00pm - 4:00pm**



**This is a true and correct copy of  
"Octavius Tower Live in Punta Gorda '09"**



**This is a true and correct copy of  
"Octavius Tower Live in Punta Gorda '09"**



Exhibit "F-6"

Commercial Lease  
and receipts for rental payments  
for band practicing & equipment storage  
by and between  
Marcel July dba Octavius Tower  
and  
DBC, LLC  
Port Charlotte, FL

COMMERCIAL LEASE

THIS COMMERCIAL LEASE AGREEMENT ("Lease") is executed in duplicate this 15th day of MARCH, 2009 by and between DBC, LLC, a Florida limited liability company, referred to as "Landlord" and MARCELYN JAH OCTAVIUS TOWER herein referred to as "Tenant". In consideration of the mutual covenants contained herein, the parties agree as follows: 21216 HAGYLE AVE. FT. CHARLOTTE, 32854

1. Leased Property and Term. The Tenant hereby leases to the Tenant the real Leased

Property in Charlotte County, Florida, described as:  
A COND. UNIT 13800 VETERANS BLD. UNIT 34  
FT. CHARLOTTE FL. 32854, FL

2. Term. The term of this lease shall commence on April 01, 2009 and shall end on April 1, 2010 ("Term").

3. Rent. The Tenant shall pay to the Landlord as rent for the Leased Property leased during this term, in the total amount of \$ 1525.00, paying that amount in the manner following \$ 1,000.00 security simultaneously with the execution of this Lease, as the first month's rental, and \$ 574.75 as base rent plus \$ 50.25 (375.00) as applicable Florida Sales Tax, \$ 50.00 as water fee, and \$ 50.00 as garbage fee; the total amount due shall be paid, in advance, on or before the 1st day of each and every month of the term hereof. Said rental shall be paid without deduction or set off. Rental for a fraction of a month shall be pro-rated.

As additional rent due hereunder, Tenant immediately shall pay to Landlord a sum equal to five percent (5%) of any rent payment which is not received by Landlord within five (5) days after the date it was due.

4. Use. The Tenant will use the Leased Property only for a Removal 3021 Equipment business and will make no unlawful, improper or offensive use of the Leased Property. Tenant shall keep the Leased Property open for business for a minimum of eleven (11) month per calendar year. Tenant shall not use the Leased Property in such fashion as to increase the existing rate of insurance upon the building, no cause a cancellation of any insurance policy thereon.

5. Utilities. The Tenant shall pay for telephone, gas, electricity and garbage and trash removal used by Tenant and shall make such deposits as are required to secure service. Tenant shall

maintain and repair the air conditioning equipment, which services the Leased Property.

6. Condition of Leased Property. Tenant agrees that the Leased Property are now in a tenable and good condition; that Tenant shall take good care of the Leased Property and they shall not be altered, repaired or changed without the written consent of Landlord, and that, unless otherwise provided by written agreement, all permanent or immobile alterations, improvements and changes that may be required shall be done either by or under the direction of Landlord, but at the cost of Tenant; and shall be the Leased Property of Landlord, and shall remain upon and be surrendered with the Leased Property, excepting, however, that at Landlord's option, Tenant shall, at Tenant's expense, when surrendering said Leased Property, remove from said Leased Property and said building, all partitions, counters, railing, etc., installed in said Leased Property by said Tenant; that all damage or injury done to the Leased Property by Tenant, or by any person who may be in or upon the Leased Property with the consent of Tenant, shall be paid for by Tenant; and that Tenant shall, at the termination of this Lease, surrender the Leased Property to Landlord in as good condition and repair as reasonable and proper use thereof will permit. All permanent or immobile improvements now installed are the Leased Property of Landlord.

7. Repairs. The Landlord will maintain the exterior of the Leased Property, including the roof and exterior walls in good and substantial repair. The Tenant will maintain the interior of the Leased Property, including interior ceilings, walls floors, fixtures, pipes, doors and windows, in good and substantial repair. Interior fixtures and pipes are those that project from the roof, walls and floors into the room. The agreements to repair in this paragraph do not apply to any damage caused by fire or other casualty, which are not due to the negligence or willful act of Tenant. Tenant shall notify Landlord of all repairs sought to be undertaken by Tenant pursuant to this Agreement.

8. Outside Maintenance. Landlord shall maintain the exterior shrubs, landscaping, and grass at all times.

9. Insurance. Tenant shall maintain at all times during the term of this Lease, comprehensive general liability insurance in an amount no less than one million dollars (\$1,000,000). Tenant shall maintain at all times fire and extended coverage Leased Property insurance on the building in an amount of replacement cost during the term of this Lease. Tenant

shall maintain plate glass coverage on the Leased Property. Tenant shall provide Landlord with a certificate of insurance evidencing such coverage.

10. **Damage by Fire or Other Casualty.** If the Leased Property is damaged by fire or other casualty to the extent of fifty percent (50 %) or more, the Landlord shall have the option to rebuild and repair the Leased Property or to terminate this Lease; if damaged to a lesser extent, the Landlord will rebuild and repair. In event of damage by fire or other casualty, the rent payable under this Lease shall abate, in proportion to the impairment of the use that can reasonably be made of the Leased Property for the purpose permitted by this Lease, until the Leased Property is rebuilt and repaired (or until the Lease is terminated in accordance with this paragraph). Provided, however, that if the damage is due to Tenant's willful act or negligence, the rental sums shall not abate.

11. **Assignment or Sub-Leasing.** No assignment of this Lease or sub-leasing of any part of the Leased Property, by the Tenant or any assignee or sub-tenant, shall be valid without the written consent of the Landlord, but that consent shall not unreasonably be withheld. No assignment or sub-leasing shall relieve the assignor or sub-landlord of any obligation under this Lease. Each assignee or sub-tenant shall, by assuming that status, become obligated to perform every agreement of this Lease to be performed by Tenant; except that a sub-tenant shall be obligated to perform them only insofar as they relate to the part of the Leased Property sub-leased and the rent required by the sub-lease, and the sub-tenant shall be obligated to pay rent directly to the Landlord only after default in payment by the sub-landlord and written demand from the Landlord to pay rent directly to the Landlord.

12. **Tenant's Duty to Landlord.** Tenant will hold Landlord exempt and harmless for and on account of any damage or injury to any person or to the goods, wares and merchandise of any person, arising from the use of the Leased Property by Tenant, or arising from the failure of Tenant to keep the Leased Property in good condition as herein provided. Landlord shall not be liable to Tenant for any damage by or from any act or negligence of any co-tenant or other occupant of the same building, or by any owner or occupant of adjoining or contiguous Leased Property. Tenant agrees to pay for all damage thereof caused by Tenant's misuse or neglect of said

Leased

Property, its apparatus or appurtenances.

13. Remedies for Failure to Pay Rent and for Breach of Agreement. The sole remedies for tenant's failure to pay rent or for either parties' breach of this Agreement are set forth in Fla.Stat.ch.83 (2003).

14. Waiver of Exemption. Any constitutional or statutory exemption of the Tenant or any assignee or sub-tenant, of any Leased Property usually kept on the Leased Property, from distress or forced sale, is waived.

15. Termination of Lease. This Lease shall be terminated immediately if the Tenant shall be dissolved or die, become insolvent or bankrupt, or make an assignment for the benefit of creditors. Upon such termination Landlord shall have the remedies available to him pursuant to paragraph 13 above.

16. Addresses. All rent payable and notice given under this Lease to the Landlord shall be paid and given ~~at~~ at Port Charlotte, FL 33980 or such other place as the Landlord shall specify in writing. All notices given under this Lease to the Tenant or any assignee or sub-tenant of the Tenant shall be given at the Leased Property. Any notice properly mailed by registered mail, postage and fee prepaid, shall be deemed delivered when mailed, whether received or not.

17. No Waiver. The waiver by Landlord of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant or condition of this Lease, other than the failure of Tenant to pay the particular rental so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such rent.

18. Tenant's Subordination. Tenant hereby subordinates and makes this Lease inferior now existing and future mortgages of Landlord or Landlord's successor in interest. Tenant shall execute and deliver any documents required to evidence and perfect such subordination.

19. Security Deposit. By the execution of this agreement the parties acknowledge that

Tenant has deposited with Landlord the sum of \$ 1,000.00 in trust, as a security deposit to guarantee the payment of rent provided in this Lease and the performance of all the Tenant's covenants contained herein. Should Tenant fail to pay the rent or any other sums due Landlord when due, the Landlord, after Fifteen (15) days certified mail notice to the Tenant, is authorized to pay that sum out of the deposit, but such payment shall not cure Tenant's default in failing to make payments as provided in this Lease. Should this Lease be terminated as a result of the Tenant's default, Landlord may, after fifteen (15) days certified mail notice to Tenant, pay the deposit to the Landlord to be applied toward Landlord's damages. Upon the expiration of this Lease or its prior termination through no default of Tenant, provided all sums lawfully due Landlord have been paid, the deposit shall be returned to Tenant.

20. Access by Landlord. The Landlord may enter, inspect and make such repairs to the Leased Property as the Landlord may reasonably desire, at all reasonable times.

21. Operation of Business by Tenant. Tenant shall keep all merchandise, boxes, furniture, etc., within the building of the Leased Property and Tenant will keep the exterior free from all merchandise boxes, refuse and debris at all times. There shall be no living quarters, nor shall anyone be permitted to live within the Leased Property.

22. Additional Charges as Rent. Any charges against Tenant by Landlord for services or for work done on the Leased Property by order of Tenant or otherwise accruing under this Lease shall be considered as rent due.

23. Tenant's Signs. Tenant shall not place, or cause to be placed, any sign or signs on said Leased Property which extend outward from the exterior of the Building, unless otherwise agreed to in writing by Landlord. All flush signs are subject to the reasonable approval of Landlord and such signs shall be in good taste, and shall not conflict with the architecture of the Building. Tenant shall be entitled to place a sign on the stanchion in front of the building in conformance with the Charlotte County Code of Ordinances.

The windows of the Leased Property shall not be cluttered with signs, however, this shall not prohibit customary and normal use of said windows.

24. **Parking.** The Landlord may reasonably designate, in writing, the parking area, or areas, if any, that are to be used by Tenant and Tenant's employees and customers, but Landlord shall not reduce the amount of parking currently being used by the business without the Tenant's prior written consent.

25. **Miscellaneous.** Neither this Lease, nor an notice of it, shall be recorded in any public records. This Lease shall bind and insure to the benefit of the parties and their successors in interest. Whenever the context permits, singular shall include plural and one gender shall include all. notice given by or to the attorney for any party shall be as effective as if given by or to that party. No prior or present agreements or representations shall be binding upon Landlord or Tenant unless included in this Lease. No modification or change in this Lease shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

In witness whereof, this Lease is entered into on the date first above written.

Tenant:

X 

Printed Name: MARCEL July  
(341) 204-2732  
(341) 244-7894

Landlord:

DBC, LLC

BY: 


ITS: 

110394

PAID Security - \$1,000.00

03/18/03

CX # 4796

X   
MARCEL July

COMMERCIAL LEASE

THIS COMMERCIAL LEASE AGREEMENT ("Lease") is executed in duplicate this 5<sup>th</sup> day of AUG, 2009 by and between DBC, LLC, a Florida limited liability company, referred to as "Landlord" and MARCEL JULY 123A OCTAVIUS herein referred to as "Tenant". In consideration of the mutual covenants contained herein, TOWER the parties agree as follows:

1. Leased Property and Term. The Tenant hereby leases to the Tenant the real Leased

Property in Charlotte County, Florida, described as:

A COND. UNIT - 19800 VETERANS BLDG, UNIT 36  
PORT CHARLOTTE, FLORIDA 33752

2. Term. The term of this lease shall commence on SEP 01, MAR 2010 and shall end on \_\_\_\_\_ ("Term").

3. Rent. The Tenant shall pay to the Landlord as rent for the Leased Property leased during this term, in the total amount of \$ 600<sup>00</sup>, paying that amount in the manner following \$ N/A, security WAIVED simultaneously with the execution of this Lease, as the first month's rental, and \$ 558<sup>00</sup> as base rent plus \$ 42<sup>00</sup> as applicable Florida Sales Tax, \$ N/C as water fee, and \$ N/C as garbage fee; the total amount due shall be paid, in advance, on or before the 1st day of each and every

month of the term hereof. Said rental shall be paid without deduction or set off. Rental for a fraction of a month shall be pro-rated. TENANT DOES NOT HAVE TO PAY SECURITY, AND HE WILL GET SEP. + OCT. RENT FREE. PER BRAD COMBS

As additional rent due hereunder, Tenant immediately shall pay to Landlord a sum equal to five percent (5%) of any rent payment which is not received by Landlord within five (5) days after the date it was due.

4. Use. The Tenant will use the Leased Property only for a Permering Stage Equipment Storage business and will make no unlawful, improper or offensive use of the Leased Property. Tenant shall keep the Leased Property open for business for a minimum of eleven (11) month per calender year. Tenant shall not use the Leased Property in such fashion as to increase the existing rate of insurance upon the building, no cause a cancellation of any insurance policy thereon.

5. Utilities. The Tenant shall pay for telephone, gas, electricity and garbage and trash removal used by Tenant and shall make such deposits as are required to secure service. Tenant shall



maintain and repair the air conditioning equipment, which services the Leased Property.

6. Condition of Leased Property. Tenant agrees that the Leased Property are now in a tenable and good condition; that Tenant shall take good care of the Leased Property and they shall not be altered, repaired or changed without the written consent of Landlord, and that, unless otherwise provided by written agreement, all permanent or immobile alterations, improvements and changes that may be required shall be done either by or under the direction of Landlord, but at the cost of Tenant; and shall be the Leased Property of Landlord, and shall remain upon and be surrendered with the Leased Property, excepting, however, that at Landlord's option, Tenant shall, at Tenant's expense, when surrendering said Leased Property, remove from said Leased Property and said building, all partitions, counters, railing, etc., installed in said Leased Property by said Tenant; that all damage or injury done to the Leased Property by Tenant, or by any person who may be in or upon the Leased Property with the consent of Tenant, shall be paid for by Tenant; and that Tenant shall, at the termination of this Lease, surrender the Leased Property to Landlord in as good condition and repair as reasonable and proper use thereof will permit. All permanent or immobile improvements now installed are the Leased Property of Landlord.

7. Repairs. The Landlord will maintain the exterior of the Leased Property, including the roof and exterior walls in good and substantial repair. The Tenant will maintain the interior of the Leased Property, including interior ceilings, walls floors, fixtures, pipes, doors and windows, in good and substantial repair. Interior fixtures and pipes are those that project from the roof, walls and floors into the room. The agreements to repair in this paragraph do not apply to any damage caused by fire or other casualty, which are not due to the negligence or willful act of Tenant. Tenant shall notify Landlord of all repairs sought to be undertaken by Tenant pursuant to this Agreement.

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Leased

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18. Tenant's Subordination. Tenant hereby subordinates and makes this Lease inferior now existing and future mortgages of Landlord or Landlord's successor in interest. Tenant shall execute and deliver any documents required to evidence and perfect such subordination.

19. Security Deposit. By the execution of this agreement the parties acknowledge that

Tenant has deposited with Landlord the sum of \$ NONE in trust, as a security deposit to guarantee the payment of rent provided in this Lease and the performance of all the Tenant's covenants contained herein. Should Tenant fail to pay the rent or any other sums due Landlord when due, the Landlord, after Fifteen (15) days certified mail notice to the Tenant, is authorized to pay that sum out of the deposit, but such payment shall not cure Tenant's default in failing to make payments as provided in this Lease. Should this Lease be terminated as a result of the Tenant's default, Landlords may, after fifteen (15) days certified mail notice to Tenant, pay the deposit to the Landlord to be applied toward Landlord's damages. Upon the expiration of this Lease or its prior termination through no default of Tenant, provided all sums lawfully due Landlord have been paid, the deposit shall be returned to Tenant.

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25. **Miscellaneous.** Neither this Lease, nor an notice of it, shall be recorded in any public records. This Lease shall bind and inure to the benefit of the parties and their successors in interest. Whenever the context permits, singular shall include plural and one gender shall include all. notice given by or to the attorney for any party shall be as effective as if given by or to that party. No prior or present agreements or representations shall be binding upon Landlord or Tenant unless included in this Lease. No modification or change in this Lease shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

In witness whereof, this Lease is entered into on the date first above written.

Tenant:

Printed Name:

Landlord:

DBC, LLC

BY:

ITS:

110394

- Sep. + OCT. ARE NO CHARGE
- RENT WILL START NOVEMBER 01, 2009
- MARCEL DOES NOT HAVE TO PAY SECURITY DEPOSIT.

UNITED STATES POSTAL SERVICE  
CUSTOMER'S RECEIPT

DATE	NO.	NAME	ADDRESS	CITY	STATE	ZIP
Sept. 09						
2009-09-11	237388	1275.00	11000.00	0000		



UNITED STATES POSTAL SERVICE  
CUSTOMER'S RECEIPT

SEE BACK OF THIS RECEIPT FOR IMPORTANT CLAIM INFORMATION

NOT NEGOTIABLE

16845153974

DATE: 2009-08-28

NO.: 237388

AMOUNT: 1273.00

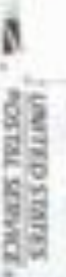
POSTAL VALUE: 11000.00

ZIP: 0000

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CUSTOMER'S RECEIPT

DATE	NO.	NAME	ADDRESS	CITY	STATE	ZIP
Oct. 09						
2009-10-11	237388	1273.00	11000.00	0000		



UNITED STATES POSTAL SERVICE  
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SEE BACK OF THIS RECEIPT FOR IMPORTANT CLAIM INFORMATION

NOT NEGOTIABLE

16845157675

DATE: 2009-08-28

NO.: 237388

AMOUNT: 1273.00

POSTAL VALUE: 11000.00

ZIP: 0000

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DATE	NO.	NAME	ADDRESS	CITY	STATE	ZIP
Nov. 09						
2009-11-10	237388	11000.00	11000.00	0000		



UNITED STATES POSTAL SERVICE  
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SEE BACK OF THIS RECEIPT FOR IMPORTANT CLAIM INFORMATION

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16845155695

DATE: 2009-08-29

NO.: 237388

AMOUNT: 1125.00

POSTAL VALUE: 0000

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DATE	NO.	NAME	ADDRESS	CITY	STATE	ZIP
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2009-08-28	237388	1125.00	11000.00	0000		



UNITED STATES POSTAL SERVICE  
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NOT NEGOTIABLE

16950975647

DATE: 2009-08-28

NO.: 237388

AMOUNT: 1125.00

POSTAL VALUE: 11000.00

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CUSTOMER'S RECEIPT

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CUSTOMER'S RECEIPT

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\$412.50

UNITED STATES POSTAL SERVICE

54.00

Value

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IOVTA  
1 per page 36  
S. Puddy

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CUSTOMER'S RECEIPT

Pay to Road Combs April 2010 Unit 34	KEEP THIS RECEIPT FOR YOUR RECORDS
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CUSTOMER'S RECEIPT

Pay to Road Combs April 2010 Unit 34	KEEP THIS RECEIPT FOR YOUR RECORDS
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17849015212  
May 2010

Exhibit "G"

Letter from  
Medical Clinic in Amsterdam





Mrs. E. Luidorf, July  
Lutheweg 4  
4832D Zundert

VU medisch centrum  
De Boelelaan 1117  
1081 HV Amsterdam  
Telefoon (020) 444-4444  
www.vumc.nl  
706007E

Mrs. E. Luidorf, July (patient) is under our health care plan since 12-03-2010.  
Mrs. E. Luidorf, July (patient) did pass successfully the treatment of her Mammary ductal carcinoma (DC) the removing of several N2, Tumor Size Staging T2-Node Involvement Staging N1-C3 IS. The T2= T1C left radiotherapy, chemotherapy, radical mastectomy was performed. A hormonal therapy (e.g. tamoxifen) is in progress. A our of Clinic treatment (Patient home treatment and extend nurse support) is applied. Mrs. E. Luidorf, July gave us with her Signature permission for this LPRP (Limited Patient Information Status Report), Dated on 05-05-2011. No further patient information will be released without any written and signed permission from Mrs. E. Luidorf, July to us and the Caretaker in charge.  
Assigned Caretaker is Nurse Mrs. Ulke Lammer RSG, -N&E, Telephone number: (06) 29218620

10-05-2011



Exhibit “H-1”

USPTO  
Registration #3675168



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# Octavius Tower

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Goods and Services	IC 041, US 100 101 107, G & S: Entertainment services, namely, providing a web site featuring musical performances, musical videos, related film clips and photographs. FIRST USE: 19920204. FIRST USE IN COMMERCE: 19930608
Standard Characters Claimed	
Mark Drawing Code	(4) STANDARD CHARACTER MARK
Serial Number	77467916
Filing Date	May 7, 2008
Current Filing Basis	1A
Original Filing Basis	1A
Published for Opposition	June 16, 2009
Registration Number	3676168
Registration Date	September 1, 2009
Owner	(REGISTRANT) July, Marcel INDIVIDUAL FED REP GERMANY Lutertweg 4 Klein Zundert NETHERLANDS 48821d

Type of Mark      SERVICE MARK  
Register          PRINCIPAL  
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Indicator          LIVE

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Exhibit "H-2"

USPTO  
Registration #3736945



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# OCTAVIUS TOWER

Word Mark	OCTAVIUS TOWER
Goods and Services	IC 041, US 100 101 107, G & S: Entertainment in the nature of visual and audio performances, and musical, variety, news and comedy shows; Presentation of live show performances; Theatrical and musical floor shows provided at discotheques and nightclubs; Theatrical and musical floor shows provided at performance venues. FIRST USE: 19920204, FIRST USE IN COMMERCE: 19930608
Standard Characters Claimed	
Mark Drawing Code	(4) STANDARD CHARACTER MARK
Serial Number	77787941
Filing Date	July 23, 2009
Current Filing Basis	1A
Original Filing Basis	1A
Published for Opposition	October 27, 2009
Registration Number	3736945
Registration	January 12, 2010

**Date****Owner** (REGISTRANT) Marcel Juy INDIVIDUAL FED REP GERMANY Lutertweg 4 Lutertweg 4  
Brabant,Kein Zundert NETHERLANDS 4882TD**Prior Registrations** 3675168**Type of Mark** SERVICE MARK**Register** PRINCIPAL**Live/Dead Indicator** LIVE

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# Exhibits “H-3” and “H-4”

Publications of  
Applications with USPTO



**From:** TMOOfficialNotices@USPTO.GOV  
**Sent:** Tuesday, October 27, 2009 00:35 AM  
**To:** mjuly64@yahoo.com  
**Subject:** Official USPTO Notice of Publication: Serial Number 77787941

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## NOTICE OF PUBLICATION

**Serial Number:** 77-787,941  
**Mark:** OCTAVIUS TOWER(STANDARD CHARACTER MARK)  
**International Class(es):** 041  
**Applicant:** Marcel Joly  
**Attorney Reference Number:**

The mark identified above has been published in the Trademark Official Gazette (OG) on Oct 27, 2009. Any party who believes it will be damaged by the registration of the mark may file a notice of opposition (or extension of time therefor) with the Trademark Trial and Appeal Board. If no party files an opposition or extension request within thirty (30) days after the publication date, then within twelve (12) weeks of the publication date a certificate of registration should issue.

On the publication date or shortly thereafter, the applicant should carefully review the information that appears in the OG for accuracy (see steps, below). If any information is incorrect, the applicant should immediately email the requested correction to [TMPostPubQuery@uspto.gov](mailto:TMPostPubQuery@uspto.gov). For general information about this notice, please contact the Trademark Assistance Center at 1-800-786-9199.

1. Click on the following link or paste the URL into an internet browser:  
[http://www.uspto.gov/web/trademarks/tmog/20091027\\_OG.pdf#page=1](http://www.uspto.gov/web/trademarks/tmog/20091027_OG.pdf#page=1)
2. Wait for the total OG to download completely (as indicated on bottom of OG page).
3. At the topside of the displayed page, click wherever the "binoculars" icon appears.
4. Enter in the "search" box the name of the applicant (for individual: last name, first name) or the serial number in this exact format (with hyphen and comma): 77-787,941, e.g.
5. View the retrieved result(s). If multiple results appear in the "results" box, click directly on each "search term" shown in the box to access all separate appearances in the OG.

**Trademark Snap Shot Publication & Issue Review Stylesheet**  
 (Table presents the data on Publication & Issue Review Complete)

**OVERVIEW**

SERIAL NUMBER	77787941	FILING DATE	07/23/2009
REG NUMBER	0000000	REG DATE	N/A
REGISTER	PRINCIPAL	MARK TYPE	SERVICE MARK
INTL REG #	N/A	INTL REG DATE	N/A
TM ATTORNEY	MIDDLETON, BERNICE L	L.O. ASSIGNED	100

**PUB INFORMATION**

RUN DATE	09/23/2009
PUB DATE	10/27/2009
STATUS	681-PUBLICATION/ISSUE REVIEW COMPLETE
STATUS DATE	09/22/2009
LITERAL MARK ELEMENT	OCTAVIUS TOWER

DATE ABANDONED	N/A	DATE CANCELLED	N/A
SECTION 2F	NO	SECTION 2F IN PART	NO
SECTION 8	NO	SECTION 8 IN PART	NO
SECTION 15	NO	REPUB 12C	N/A
RENEWAL FILED	NO	RENEWAL DATE	N/A
DATE AMEND REG	N/A		

**FILING BASIS**

FILED BASIS		CURRENT BASIS		AMENDED BASIS	
1 (a)	YES	1 (a)	YES	1 (a)	NO
1 (b)	NO	1 (b)	NO	1 (b)	NO
44D	NO	44D	NO	44D	NO
44E	NO	44E	NO	44E	NO
66A	NO	66A	NO		
NO BASIS	NO	NO BASIS	NO		

**MARK DATA**

STANDARD CHARACTER MARK	YES
LITERAL MARK ELEMENT	OCTAVIUS TOWER

MARK DRAWING CODE	4-STANDARD CHARACTER MARK
COLOR DRAWING FLAG	NO
<b>CURRENT OWNER INFORMATION</b>	
PARTY TYPE	10-ORIGINAL APPLICANT
NAME	Marcel July
ADDRESS	21218 Argyle Ave. Port Charlotte, FL 33954
ENTITY	01-INDIVIDUAL
CITIZENSHIP	Germany
<b>GOODS AND SERVICES</b>	
INTERNATIONAL CLASS	041
DESCRIPTION TEXT	Entertainment in the nature of visual and audio performances, and musical, variety, news and comedy shows; Presentation of live show performances; Theatrical and musical floor shows provided at discotheques and nightclubs; Theatrical and musical floor shows provided at performance venues

<b>GOODS AND SERVICES CLASSIFICATION</b>							
INTERNATIONAL CLASS	041	FIRST USE DATE	02/04/1992	FIRST USE IN COMMERCE DATE	05/05/1993	CLASS STATUS	6-ACTIVE

<b>MISCELLANEOUS INFORMATION/STATEMENTS</b>	
CHANGE IN REGISTRATION	NO
OWNER OF US REG NOS	3675168

<b>PROSECUTION HISTORY</b>				
DATE	ENT CD	ENT TYPE	DESCRIPTION	ENT NUM
09/22/2009	PREV	O	LAW OFFICE PUBLICATION REVIEW COMPLETED	012
09/22/2009	CNSA	O	APPROVED FOR PUB - PRINCIPAL REGISTER	011
09/21/2009	TEME	I	TEAS/EMAIL CORRESPONDENCE ENTERED	010
09/21/2009	CRFA	I	CORRESPONDENCE RECEIVED IN LAW OFFICE	009
09/21/2009	ALIE	A	ASSIGNED TO LIE	008
09/17/2009	TRDA	I	TEAS RESPONSE TO OFFICE ACTION RECEIVED	007
09/16/2009	GMRN	O	NOTIFICATION OF NON-FINAL ACTION E-MAILED	006
09/16/2009	GNRT	F	NON-FINAL ACTION E-MAILED	005

09/16/2009	CNRT	R	NON-FINAL ACTION WRITTEN	004
09/06/2009	DOCK	D	ASSIGNED TO EXAMNER	003
07/27/2009	NWOS	I	NEW APPLICATION OFFICE SUPPLIED DATA ENTERED IN TRAM	002
07/27/2009	NWAP	I	NEW APPLICATION ENTERED IN TRAM	001

**CURRENT CORRESPONDENCE INFORMATION**

ATTORNEY	NONE
CORRESPONDENCE ADDRESS	MARCEL JULY 21218 ARGYLE AVE PORT CHARLOTTE, FL 33954-3147
DOMESTIC REPRESENTATIVE	NONE

# OCTAVIUS TOWER

**NOTICE OF PUBLICATION UNDER §12(a)****MAILING DATE: May 27, 2009****PUBLICATION DATE: Jun 16, 2009**

The mark identified below will be published in the Official Gazette on Jun 16, 2009. Any party who believes they will be damaged by registration of the mark may oppose its registration by filing an opposition to registration or a request to extend the time to oppose within thirty (30) days from the publication date on this notice. If no opposition is filed within the time specified by law, the USPTO may issue a Certificate of Registration.

To view the Official Gazette online or to order a paper copy, visit the USPTO website at <http://www.uspto.gov/web/trademarks/tmog/> any time within the five-week period after the date of publication. You may also order a printed version from the U.S. Government Printing Office (GPO) at <http://bookstore.gpo.gov> or 202-512-1800. To check the status of your application, go to <http://tarr.uspto.gov/>.

**SERIAL NUMBER:** 77467916  
**MARK:** OCTAVIUS TOWER  
**OWNER:** July, Marcel

UNITED STATES PATENT AND TRADEMARK OFFICE  
COMMISSIONER FOR TRADEMARKS  
P.O. BOX 1451  
ALEXANDRIA, VA 22313-1451

FIRST-CLASS  
MAIL  
U.S. POSTAGE  
PAID

MARCEL JULY  
21215 ARGYLE AVE.  
PORT CHARLOTTE, FL 33949

**Trademark Snap Shot Publication & Issue Review Stylesheet**  
 (Table presents the data on Publication & Issue Review Complete)

**OVERVIEW**

SERIAL NUMBER	77467916	FILING DATE	05/07/2008
REG NUMBER	0000000	REG DATE	N/A
REGISTER	PRINCIPAL	MARK TYPE	SERVICE MARK
INTL REG #	N/A	INTL REG DATE	N/A
TM ATTORNEY	FLOWERS, JAY K	L.O. ASSIGNED	112

**PUB INFORMATION**

RUN DATE	05/09/2009
PUB DATE	N/A
STATUS	601-PUBLICATION/ISSUE REVIEW COMPLETE
STATUS DATE	05/06/2009
LITERAL MARK ELEMENT	OCTAVIUS TOWER

DATE ABANDONED	N/A	DATE CANCELLED	N/A
SECTION 2F	NO	SECTION 2F IN PART	NO
SECTION 8	NO	SECTION 8 IN PART	NO
SECTION 15	NO	REPLUB 12C	N/A
RENEWAL FILED	NO	RENEWAL DATE	N/A
DATE AMEND REG	N/A		

**FILING BASIS**

FILED BASIS		CURRENT BASIS		AMENDED BASIS	
1 (a)	YES	1 (a)	YES	1 (a)	NO
1 (b)	NO	1 (b)	NO	1 (b)	NO
44D	NO	44D	NO	44D	NO
44E	NO	44E	NO	44E	NO
66A	NO	66A	NO		
NO BASIS	NO	NO BASIS	NO		

**MARK DATA**

STANDARD CHARACTER MARK	YES
LITERAL MARK ELEMENT	OCTAVIUS TOWER

MARK DRAWING CODE	4-STANDARD CHARACTER MARK
COLOR DRAWING FLAG	NO

### CURRENT OWNER INFORMATION

PARTY TYPE	10-ORIGINAL APPLICANT
NAME	July, Marcel
ADDRESS	21218 Argyle Ave. Port Charlotte, FL 33849
ENTITY	01-INDIVIDUAL
CITIZENSHIP	Germany

### GOODS AND SERVICES

INTERNATIONAL CLASS	041
DESCRIPTION TEXT	Entertainment services, namely, providing a web site featuring musical performances, musical videos, related film clips and photographs

### GOODS AND SERVICES CLASSIFICATION

INTERNATIONAL CLASS	041	FIRST USE DATE	02/04/1992	FIRST USE IN COMMERCE DATE	06/08/1993	CLASS STATUS	6-ACTIVE
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### MISCELLANEOUS INFORMATION/STATEMENTS

CHANGE IN REGISTRATION	NO
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### PROSECUTION HISTORY

DATE	ENT CD	ENT TYPE	DESCRIPTION	ENT NUM
05/08/2009	PREV	0	LAW OFFICE PUBLICATION REVIEW COMPLETED	043
05/07/2009	CNSA	0	APPROVED FOR PUB - PRINCIPAL REGISTER	042
05/07/2009	ACEC	1	AMENDMENT FROM APPLICANT ENTERED	041
05/07/2009	CRFA	1	CORRESPONDENCE RECEIVED IN LAW OFFICE	040
05/06/2009	ZZZX	Z	PREVIOUS ALLOWANCE COUNT WITHDRAWN	039
05/04/2009	MAIL	1	PAPER RECEIVED	038
05/04/2009	CNSA	0	APPROVED FOR PUB - PRINCIPAL REGISTER	037
05/04/2009	TEME	1	TEAS-EMAIL CORRESPONDENCE ENTERED	036
05/04/2009	CRFA	1	CORRESPONDENCE RECEIVED IN LAW OFFICE	035
05/01/2009	PGRR	0	PETITION GRANTED - RESPONSE RECEIVED	034



04/30/2009	PETL	I	COMMUNICATION RECEIVED FROM PETITIONER	033
04/30/2009	TROA	I	TEAS RESPONSE TO OFFICE ACTION RECEIVED	032
04/23/2009	PNM	O	INCOMPLETE PETITION NOTICE MAILED	031
04/21/2009	APET	A	ASSIGNED TO PETITION STAFF	030
04/17/2009	TROA	I	TEAS RESPONSE TO OFFICE ACTION RECEIVED	029
04/17/2009	PROA	I	TEAS PETITION TO REVIVE RECEIVED	028
04/10/2009	MAB2	O	ABANDONMENT NOTICE MAILED - FAILURE TO RESPOND	027
04/10/2009	ABN2	O	ABANDONMENT - FAILURE TO RESPOND OR LATE RESPONSE	026
09/12/2008	GNRN	O	NOTIFICATION OF NON-FINAL ACTION E-MAILED	025
09/12/2008	GNRT	O	NON-FINAL ACTION E-MAILED	024
09/12/2008	CNRT	R	NON-FINAL ACTION WRITTEN	023
09/10/2008	TEME	I	TEAS/EMAIL CORRESPONDENCE ENTERED	022
09/09/2008	CRFA	I	CORRESPONDENCE RECEIVED IN LAW OFFICE	021
09/09/2008	TROA	I	TEAS RESPONSE TO OFFICE ACTION RECEIVED	020
09/08/2008	GNRN	O	NOTIFICATION OF NON-FINAL ACTION E-MAILED	019
09/08/2008	GNRT	O	NON-FINAL ACTION E-MAILED	018
09/08/2008	CNRT	R	NON-FINAL ACTION WRITTEN	017
09/06/2008	TEME	I	TEAS/EMAIL CORRESPONDENCE ENTERED	016
09/06/2008	CRFA	I	CORRESPONDENCE RECEIVED IN LAW OFFICE	015
09/06/2008	TROA	I	TEAS RESPONSE TO OFFICE ACTION RECEIVED	014
09/06/2008	GNFN	O	NOTIFICATION OF FINAL REFUSAL EMAILED	013
09/06/2008	GNFR	O	FINAL REFUSAL E-MAILED	012
09/06/2008	CNFR	R	FINAL REFUSAL WRITTEN	011
09/04/2008	TROA	I	TEAS RESPONSE TO OFFICE ACTION RECEIVED	010
09/03/2008	ACEC	I	AMENDMENT FROM APPLICANT ENTERED	009
09/03/2008	CRFA	I	CORRESPONDENCE RECEIVED IN LAW OFFICE	008
09/03/2008	ALIE	A	ASSIGNED TO LIE	007
08/22/2008	FAXX	I	FAX RECEIVED	006
08/22/2008	GNRN	O	NOTIFICATION OF NON-FINAL ACTION E-MAILED	005
08/22/2008	GNRT	F	NON-FINAL ACTION E-MAILED	004
08/22/2008	CNRT	R	NON-FINAL ACTION WRITTEN	003
08/22/2008	DOCK	D	ASSIGNED TO EXAMINER	002
05/13/2008	NWAP	I	NEW APPLICATION ENTERED IN TRAM	001

**CURRENT CORRESPONDENCE INFORMATION**

ATTORNEY	NONE
CORRESPONDENCE ADDRESS	MARCEL JULY 21216 ARGYLE AVE. PORT CHARLOTTE, FL 33949
DOMESTIC REPRESENTATIVE	NONE

# Octavius Tower

# Exhibit "I-1"

Trademark Certificate of Registration  
in the State of Nevada  
for Classification 101

# SECRETARY OF STATE



## CERTIFICATE OF REGISTRATION

I, ROSS MILLER, the duly elected and qualified Nevada Secretary of State, do hereby certify that the following **Trade Mark** was filed by **MARCEL JULY**, the business address of 21216 ARGYLE AVE PORT CHARLOTTE FL, 33954, on the 30th day of June, 2009:

Mark (copy attached): OCTAVIUS TOWER

Class No: 101

Description of goods or services: ENTERTAINMENT SERVICES, NAMELY PROVIDING A WEB SITE FEATURING MUSICAL PERFORMANCES, MUSICAL VIDEOS, RELATED FILM CLIPS AND PHOTOGRAPHS

Registrant's state of incorporation: N/A

Date of first use in Nevada: April 6, 2008

Date of first use anywhere: February 4, 1992

Date of expiration: June 30, 2014

Said registration was submitted with a description thereof and duly verified as required by law, and that the same is now on file and of record in this office.



IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office on July 7, 2009.

ROSS MILLER  
Secretary of State

Certified By: Greg Devaul  
Certificate Number: C20090630-0720  
You may verify this certificate  
online at <http://www.nvsos.gov/>

## Exhibit "I-2"

Trademark Certificate of Registration  
in the State of Nevada  
for Classification 107

# SECRETARY OF STATE



## CERTIFICATE OF REGISTRATION

I, ROSS MILLER, the duly elected and qualified Nevada Secretary of State, do hereby certify that the following **Trade Mark** was filed by **MARCEL JULY**, the business address of 21216 ARGYLE AVE PORT CHARLOTTE FL, 33954, on the 30th day of June, 2009:

Mark (copy attached): OCTAVIUS TOWER

Class No: 107

Description of goods or services: ENTERTAINMENT SERVICES, NAMELY PROVIDING A WEB SITE FEATURING MUSICAL PERFORMANCES, MUSICAL VIDEOS, RELATED FILM CLIPS AND PHOTOGRAPHS

Registrant's state of incorporation: N/A

Date of first use in Nevada: April 6, 2008

Date of first use anywhere: February 4, 1992

Date of expiration: June 30, 2014

Said registration was submitted with a description thereof and duly verified as required by law, and that the same is now on file and of record in this office.



IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office on July 7, 2009.

ROSS MILLER  
Secretary of State

Certified By: Greg Devaul  
Certificate Number: C20090630-0720  
You may verify this certificate  
online at <http://www.nvsos.gov/>

## Exhibit “I-3”

Trademark Certificate of Registration  
in the State of Nevada  
for Entertainment Services of  
Audio/Video and Live Performances.



# SECRETARY OF STATE



## CERTIFICATE OF REGISTRATION

I, ROSS MILLER, the duly elected and qualified Nevada Secretary of State, do hereby certify that the following **Service Mark** was filed by **MARCEL JULY**, the business address of 21216 ARGYLE AVE. PORT CHARLOTTE FL, 33954, on the 9th day of September, 2009:

Mark (copy attached): OCTAVIUS TOWER

Class No: 107

Description of goods or services: ENTERTAINMENT IN THE NATURE OF VISUAL AND AUDIO PERFORMANCES, AND MUSICAL VARIETY, NEWS AND COMEDY SHOW; PRESENTATION OF LIVE SHOW PERFORMANCES; THEATRICAL AND MUSICAL FLOOR SHOWS PROVIDED ON STAGE.

Registrant's state of incorporation: N/A

Date of first use in Nevada: April 6, 2006

Date of first use anywhere: February 4, 1992

Date of expiration: September 9, 2014

Said registration was submitted with a description thereof and duly verified as required by law, and that the same is now on file and of record in this office.



IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office on September 16, 2009.

Handwritten signature of Ross Miller in black ink.

ROSS MILLER  
Secretary of State

Certified By: Kamlesh Bhardwaj  
Certificate Number: C20090909-1592  
You may verify this certificate  
online at <http://www.nvsos.gov/>

## Exhibit "J"

Trademark Certificate in  
the State of Florida  
for Entertainment Services  
on the Worldwide Web.

B10

FLORIDA DEPARTMENT OF STATE DIVISION OF CORPORATIONS					
<a href="#">Home</a>	<a href="#">Contact Us</a>	<a href="#">E-Filing Services</a>	<a href="#">Document Searches</a>	<a href="#">Forms</a>	<a href="#">Help</a>
<a href="#">Previous on List</a>	<a href="#">Next on List</a>	<a href="#">Return To List</a>			
No Events	No Name History				
<b>Detail by Trademark Name</b>					
<b>Trademark</b>					
OCTAVIUS TOWER					
<b>Filing Information</b>					
Document Number	T09000000664				
Date Filed	06/29/2009				
Expiration Date	06/29/2014				
First Used in Florida	05/15/2008				
First Used Anywhere	02/04/1992				
Status	ACTIVE				
Mark Used in Connection With ENTERTAINMENT SERVICES, A NAME OF A BAND, PROVIDING WEB SITE FEATURING MUSICAL PERFORMANCES, MUSICAL VIDEOS, RELATED FILM CLIPS & PHOTOGRAPHS					
<b>Owners</b>					
<b>Name &amp; Address</b>					
J.J.Y, MARCEL 21216 ARDYLE AVENUE PORT CHARLOTTE FL 33954					
<b>Type/Class</b>					
SM-0041	0000000000	0000000000	0000000000	0000000000	0000000000
	0000000000	0000000000	0000000000	0000000000	0000000000
	0000000000	0000000000	0000000000	0000000000	0000000000
	0000000000	0000000000	0000000000	0000000000	0000000000
<b>Cross Reference</b>					
No Cross Reference					
<b>Document Images</b>					
<a href="#">06/29/2009 - Trademark</a>		<input type="button" value="View image in PDF format"/>			
Note: This is not official record. See documents if question or conflict.					
<a href="#">Previous on List</a>	<a href="#">Next on List</a>	<a href="#">Return To List</a>			
No Events	No Name History				
<a href="#">Home</a>   <a href="#">Contact us</a>   <a href="#">Document Searches</a>   <a href="#">E-Filing Services</a>   <a href="#">Forms</a>   <a href="#">Help</a>   Copyright © and Privacy Policies State of Florida, Department of State					

# State of Florida



Department of State

I certify from the records of this office that MARCEL JULY, located at 21216 ARGYLE AVENUE, PORT CHARLOTTE, FL 33954 has registered OCTAVIUS TOWER to be used as a mark under class(es) 0041. Said mark was first used anywhere February 4, 1992 and was first used in Florida May 10, 2008.

I further certify this mark is being used in connection with the following goods and/or services: ENTERTAINMENT SERVICES, A NAME OF A BAND, PROVIDING WEB SITE FEATURING MUSICAL PERFORMANCES, MUSICAL VIDEOS, RELATED FILM CLIPS & PHOTOGRAPHS.

I further certify that said mark was registered in this office on June 29, 2009 and its date of expiration is June 29, 2014.

The number of this mark is T09000000664.

Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capitol, this the  
Thirtieth day of June, 2009



CR2002 (01-07)

  
Kurt S. McInnis  
Secretary of State

## Exhibit “K”

Articles of Organization for  
a Limited Liability Company  
under the name  
“Octavius Tower, LLC”  
in the State of Nevada.



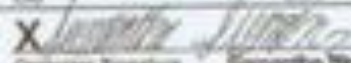

ROSS MILLER  
Secretary of State  
254 North Carson Street, Suite 4  
Carson City, Nevada 89701-4520  
(775) 684-5709  
Website: www.ross.gov

**Articles of Organization  
Limited-Liability Company**  
(PURSUANT TO NRS CHAPTER 90)

Filed in the office of	Document Number <b>20090780726-91</b>
 Ross Miller Secretary of State State of Nevada	Filing Date and Time <b>11/06/2009 12:05 PM</b>
	Fancy Number <b>E0581372009-8</b>

USE BLACK INK ONLY - DO NOT HIGHLIGHT

ABOVE SPACE IS FOR OFFICE USE ONLY

1. Name of Limited-Liability Company: (must contain approved limited-liability company ending, see instructions)	Oquirrh Tower LLC		Check box if a Series Limited-Liability Company <input type="checkbox"/>
2. Registered Agent for Service of Process: (check only one box)	<input checked="" type="checkbox"/> Commercial Registered Agent: Corporate Creations Network Inc. Name <input type="checkbox"/> Noncommercial Registered Agent (name and address below) OR <input type="checkbox"/> Office or Position with Entity (name and address below) Name of Noncommercial Registered Agent OR Name of Title of Office or Other Position with Entity Street Address City Nevada Zip Code Mailing Address (if different from street address) City Nevada Zip Code		
3. Dissolution Date: (optional)	Latest date upon which the company is to dissolve (if enterprise is not perpetual)		
4. Management: (required)	Company shall be managed by: <input type="checkbox"/> Manager(s) OR <input checked="" type="checkbox"/> Member(s) (check only one box)		
5. Name and Address of each Manager or Managing Member: (check additional page if more than 3)	1) Marcel July Name 11216 Argyle Avenue Street Address Port Charlotte FL 33954 City State Zip Code 2) _____ Name Street Address City State Zip Code 3) _____ Name Street Address City State Zip Code		
6. Name, Address and Signature of Organizer: (check additional page if more than 1 organizer)	Corporate Creations International Inc. Name 11380 Prosperity Farms Rd. #221E Address Palm Beach Gardens FL 33410 City State Zip Code Organizer Signature:  Samantha Wilmore, Special Secretary		
7. Certificate of Acceptance of Appointment of Registered Agent:	I hereby accept appointment as Registered Agent for the above named Entity. <input checked="" type="checkbox"/>  Valerie Hawk, Special Secretary Authorized Signature of Registered Agent or On Behalf of Registered Agent Entity Date 11/06/09		

This form must be accompanied by appropriate fees.

Nevada Secretary of State NRS 90A-001  
Revised: 9-14-09

## Written Consent to Organize Octavius Tower LLC

The members hereby take the following actions by unanimous written consent to organize this Nevada company:

**1. Organization.** The Company's articles of organization (certificate of formation) are approved and ratified.

**2. Officers.** The following persons are appointed to the offices set forth opposite their names to serve until their successors are appointed:

President	Marcel July
Secretary	Andy Luchdorf
Treasurer	Edeltrud Luchdorf
Vice President	Edeltrud Luchdorf

**3. Membership Certificates.** The membership certificates that are in the Corporate Records binder are approved as the form to be used in issuing units (membership interests) in the Company.

**4. Bank Account.** The Company's management shall open an account with a bank or other financial institution and shall deposit in that account all funds of the Company. All resolutions required to open an account in accordance with this paragraph are adopted as the action of the Company.

**5. Agreement/Regulations.** The adoption by the members of the basic form of Operating Agreement or Regulations or LLC Agreement contained in the Corporate Records binder is acknowledged.

**6. Membership Interests.** For the consideration determined by the Company's management to be adequate, the Company will issue to each member named below a membership certificate for the number of units stated below:

<b>Units</b>	<b>Member</b>
100	Marcel July

## Exhibit "L"

Joint Venture Agreement  
with the band,  
"Kingscrossing",  
to build an entertainment center  
in Las Vegas, Nevada.



# Octavius Tower KINGSCROSSING

## Re: Contact and Agreement

Draft for the future joint-venture between the owners of Kingscrossing (Zack Kevin Grimm) and Octavius Tower (Marcel July).

Due to the success of our bands, performance and stage appearance, we agree to build/create a "OPEN" general Music and live performance Center in the Las Vegas area as well as in Florida (Punta Gorda if possible). The name was set to "KC,OT" Live performance centers. The purpose of the "KC,OT" is to manage young upcoming Artists, Bands and Shows and present them to the public without the need to be hired by any Clubs or Venues for a fixed price. We will provide all necessary equipment such as: Large high professional PA and light/Laser equipment, A complete rigging and a at least 40 ft x 25 ft. stage.

The building including Toilets and Parking Spaces. The whole Live Performance Center can be rented per hour, day or week for a flat fee. All Tickets sold will be the net income for the actual playing band or performer. We will also offer a sound-studio to produce CDs and Promotion Videos, food and drinks. The managing Organization for this venture will be a Limited Company named Octavius Tower with residency in Las Vegas, Nevada. Marcel July will open the LLC as soon as possible and also apply for a Business License in the State of Arizona. The necessary equipment we have will be shared in full. All other costs, investments will be split covered by Octavius Tower LLC. The net profit will be split 50/50 between Marcel July and Zack Kevin Grimm after each year. A detailed plan for the structure of the buildings, Equipment, Cost will be later listed. We agree that this project will be kept silent and not to be discussed with third parties. With our Signature we agree to this draft and do all necessary action to move forward with this project to full fill. The estimated announcing should be done through our websites in mid July of 2010. The final accomplishment and opening should be not later than August of 2011.



Marcel July/Octavius Tower



Zack Kevin Grimm/Kingscrossing

## Exhibit “M”

Letter from Martin Fuchs  
stating and confirming  
that Mr. July’s website  
NEVER CONTAINED  
DOMAIN NAMES FOR SALE.

Herr Marcel July/co. Octavius Tower  
Luitertweg 4  
4882 TD Zundert  
NL



FuchsWebhosting & WebDesign  
Inh. Martin Fuchs  
Citypassage - Durenner Str. 67  
Lindenthal 50831  
Telefon: 0221-263803  
Telefax: 0221-263809  
www.FuchsInternet.de

Lindenthal, den 03.05.2011

Kunden Nummer 01562/785-OC2  
Marcel July/co. Octavius Tower  
Website & Hosting Paket 127/36-OC2  
Provider: Starla\*\*\*\*1644

I Martin Fuchs owner of Fuchs web-hosting and Web-design confirm with this letter under oath that I created and hosted the Website from Marcel July/Octavius Tower from the date June 10, 2003 until September 15, 2008. I confirm based on the informations I have (Server-upload informations and as well as HTML print-outs) we still have on file on our server that the Documents (Copys) showing a 'Domain-Name-Sale' and a list of Domain names for sale dated on 9/20/2007 in black and white copies with websites pictures provided (showing a domain name sale) are false. The proof is that we never at this time period made any actual new uploads or addition, therefore the HTML code and upload informations do not show any evidence of the so called 'Domain Name for Sale' as existing proof of any HTML code. The underscore Domain-name location/route ([http://www.octaviustowerlasvegas.com/echelon\\_ias\\_vegas\\_001.htm](http://www.octaviustowerlasvegas.com/echelon_ias_vegas_001.htm)) did not exist. The ending \_ias\_vegas\_001.htm reveals not to a website it is a route address to a picture. What picture it reveals to is unknown. A cross link from [www.octaviustower.com](http://www.octaviustower.com) and [www.octaviustowerlasvegas.com](http://www.octaviustowerlasvegas.com) was never made. Both internet Domain names are on one server with the address <http://plexiglas-verarbeitung.com> since June 10, 2003. For me as a internet web-hosting specialists with over 20 year web-hosting and design experience it is sure that the copys have not connection with Marcel July/co.octaviustower.com internet presence and do and did not apply or can be connected in any way to the actual website <http://plexiglasverarbeitung.com> or any other Domain name I created, serviced, hosted since registration and creation date from June, 10, 2003.

  
Martin Fuchs/03.05.11

Dr. Heide  
Katharina K...  
  
Sara Neumann/03.05.11  
G...  
Tel. ...

Witness: Thome Berg/03.05.11

## Exhibit "N"

USPTO's Refusal to  
Caesars World, Inc. for  
the mark, "Octavius Tower".

## UNITED STATES PATENT AND TRADEMARK OFFICE (USPTO)

## OFFICE ACTION (OFFICIAL LETTER) ABOUT APPLICANT'S TRADEMARK APPLICATION

APPLICATION SERIAL NO. 85197796

MARK: OCTAVIUS TOWER

**\*85197796\***

## CORRESPONDENT ADDRESS:

JANE E. TYLER

CLICK HERE TO RESPOND TO THIS LETTER:

CAESARS ENTERTAINMENT  
CORPORATION<http://www.uspto.gov/teas/cTEASpageD.htm>

6075 POPLAR AVE STE 500

MEMPHIS, TN 38119-0102

APPLICANT: Caesars World, Inc.

CORRESPONDENT'S  
REFERENCE/DOCKET NO.

N/A

## CORRESPONDENT E-MAIL ADDRESS:

jtyler@caesars.com

**OFFICE ACTION****STRICT DEADLINE TO RESPOND TO THIS LETTER**

TO AVOID ABANDONMENT OF APPLICANT'S TRADEMARK APPLICATION, THE USPTO MUST RECEIVE APPLICANT'S COMPLETE RESPONSE TO THIS LETTER WITHIN 6 MONTHS OF THE ISSUE/MAILING DATE BELOW.

ISSUE/MAILING DATE: 2/24/2011

The referenced application has been reviewed by the assigned trademark examining attorney. Applicant must respond timely and completely to the issues below. 15 U.S.C. §1062(b); 37 C.F.R. §§2.62, 2.65 (a); TMEP §§711, 718.03.

SUMMARY OF ISSUES that applicant must address:

- Likelihood of confusion refusal under Section 2(d) of the Act.
- Potential likelihood of confusion refusal under Section 2(d) of the Act.
- Disclaimer requirement.

#### **I. REFUSAL—LIKELIHOOD OF CONFUSION**

Registration of the applied-for mark is refused because of a likelihood of confusion with the mark in U.S. Registration No. 3736945. Trademark Act Section 2(d), 15 U.S.C. §1052(d); see TMEP §§1207.01 *et seq.* See the enclosed registration.

Taking into account the relevant *du Pont* factors, a likelihood of confusion determination in this case involves a two-part analysis. The marks are compared for similarities in their appearance, sound, connotation and commercial impression. TMEP §§1207.01, 1207.01(b). The goods and services are compared to determine whether they are similar or commercially related or travel in the same trade channels. See *Herbko Int'l, Inc. v. Kappa Books, Inc.*, 308 F.3d 1156, 1164-65, 64 USPQ2d 1375, 1380 (Fed. Cir. 2002); *Han Beauty, Inc. v. Alberto-Culver Co.*, 236 F.3d 1333, 1336, 57 USPQ2d 1557, 1559 (Fed. Cir. 2001); TMEP §§1207.01, 1207.01(a)(vi).

#### A. SIMILARITY OF THE MARKS

In a likelihood of confusion determination, the marks are compared for similarities in their appearance, sound, meaning or connotation and commercial impression. *In re E. I. du Pont de Nemours & Co.*, 476 F.2d 1357, 1361, 177 USPQ 563, 567 (C.C.P.A. 1973); TMEP §1207.01(b). Similarity in any one of these elements may be sufficient to find a likelihood of confusion. *In re White Swan Ltd.*, 8 USPQ2d 1534, 1535 (TTAB 1988); *In re Lamson Oil Co.*, 6 USPQ2d 1041, 1043 (TTAB 1987); see TMEP §1207.01(b).

The applicant's proposed mark is **OCTAVIUS TOWER** in standard character form.

The registrant's mark is also **OCTAVIUS TOWER** in standard character form.

The respective marks, both **OCTAVIUS TOWER**, are identical in every element, sound, appearance and meaning, rendering confusion likely.

#### B. SIMILARITY OF THE SERVICES

The services of the parties need not be identical or directly competitive to find a likelihood of confusion. See *Safety-Kleen Corp. v. Dresser Indus., Inc.*, 518 F.2d 1399, 1404, 186 USPQ 476, 480 (C.C.P.A. 1975); TMEP §1207.01(a)(i). Rather, it is sufficient that the services are related in some manner and/or the conditions surrounding their marketing are such that they would be encountered by the same purchasers under circumstances that would give rise to the mistaken belief that the services come from a common source. *In re Total Quality Group, Inc.*, 51 USPQ2d 1474, 1476 (TTAB 1999);

TMEP §1207.01(a)(i); see, e.g., *On-line Careline Inc. v. Am. Online Inc.*, 229 F.3d 1080, 1086-87, 56 USPQ2d 1471, 1475-76 (Fed. Cir. 2000); *In re Martin's Famous Pastry Shoppe, Inc.*, 748 F.2d 1565, 1566-68, 223 USPQ 1289, 1290 (Fed. Cir. 1984).

The applicant's services are:

"Hotel services."

The registrant's services are:

"Entertainment in the nature of visual and audio performances, and musical, variety, news and comedy shows; Presentation of live show performances; Theatrical and musical floor shows provided at discotheques and nightclubs; Theatrical and musical floor shows provided at performance venues."

The respective services, hotel services and a variety of entertainment services, such as musical floor shows, are highly related services that often emanate from a common source rendering confusion likely. In fact, confusion is especially likely considering the identical nature of the marks. In this regard, see the attached World Wide Web evidence clearly indicating that hotels, in particular, in Las Vegas where applicant's services are provided, often offer entertainment to their guests. For example, see the attached World Wide Web excerpt regarding the Aliante Hotel stating: "Aliante Station features several first-class entertainment facilities that have played host to some of the hottest Vegas concerts and shows." See also e.g. the attached World Wide Web excerpt referring to the Mandalay Bay hotel featuring musical entertainment of "Mamma mia", the attached World Wide Web excerpt regarding the Stardust hotel stating: "Mr. Las Vegas" himself, Wayne Newton, performs in his own theater at the Stardust 40 weeks a year. The Starlight Lounge features live musical entertainment through the night", to name just a few. A Therefore, if the applicant's identical OCTAVIUS TOWER mark is allowed to register for hotel services, consumers are likely to believe that the registrant's entertainment services of the same name emanate from the same source rendering confusion likely.



Applicant must respond to the requirements set forth below.

## **II. APPLICATION NOT ENTITLED TO REGISTER—ONE EARLIER FILED PENDING APPLICATION**

The filing date of pending Application Serial No. 77235142 precedes applicant's filing date. See attached referenced application. If the mark in the referenced application registers, applicant's mark may be refused registration under Trademark Act Section 2(d) because of a likelihood of confusion between the two marks. See 15 U.S.C. §1052(d); 37 C.F.R. §2.83; TMEP §§1208 *et seq.* Therefore, upon receipt of applicant's response to this Office action, action on this application may be suspended pending final disposition of the earlier-filed referenced application.

In response to this Office action, applicant may present arguments in support of registration by addressing the issue of the potential conflict between applicant's mark and the mark in the referenced application. Applicant's election not to submit arguments at this time in no way limits applicant's right to address this issue later if a refusal under Section 2(d) issues.

## **III. DISCLAIMER REQUIREMENT**

Applicant must disclaim the descriptive wording "TOWER" apart from the mark as shown because it merely describes a feature of applicant's services. See 15 U.S.C. §§1052(e)(1), 1056(a); *In re Steelbuilding com*, 415 F.3d 1293, 1297, 75 USPQ2d 1420, 1421 (Fed. Cir. 2005); *In re Gyulay*, 820 F.2d 1216, 1217-18, 3 USPQ2d 1009, 1010 (Fed. Cir. 1987); TMEP §§1213, 1213.03(a).

Specifically, the attached dictionary and World Wide Web evidence shows that the term TOWER means "a building or structure high in proportion to its lateral dimensions, either isolated or forming part of a building" and that this term is commonly used in connection with applicant's type of services to refer to a hotel in tower form or a hotel featuring a tower (see e.g. the attached World Wide Web excerpt

referring to the Biltmore Hotel tower in Los Angeles). Therefore, the wording TOWER merely describes the named hotel services.

The following is the standard format used by the Office:

**No claim is made to the exclusive right to use "TOWER" apart from the mark as shown.**

TMEP §1213.08(a)(i); see *In re Owatonna Tool Co.*, 231 USPQ 493 (Comm'r Pats. 1983).

#### IV. CONCLUSION

Although applicant's mark has been refused registration, applicant may respond to the refusal by submitting evidence and arguments in support of registration.

/Zhaleh Delaney/

Trademark Attorney

Law Office 116

(571) 272-9153

zhaleh.delaney@uspto.gov

## Exhibit "O"

Cease and Desist Letter  
from Marcel July  
to Caesars Entertainment

**PRIBILLA KALDENHOFF NEGM**  
RECHTSANWÄLTE

ANWALTSKANZLEI - ÖBENSTRASSE 3 - 50672 KÖLN

Mr. Gary Loveman  
Chairman, Chief Executive Officer and President  
Caesars World, Inc.  
One Caesars Palace Drive  
Las Vegas, Nevada 89109  
U. S. A.

DR. JUR. HANS PRIBILLA (1940-1981)  
CHRISTIAN KALDENHOFF  
SAMI NEGM-AWAD  
AMIN NEGM-AWAD

Tel.: 0221 / 515263  
Tel.: 0221 / 8606060  
Fax: 0221 / 5101145  
Email: c.kaldenhoff@prikalneg.de  
http: www.PrKalNeg.de  
LG - Fach: K 1551

Unser Zeichen: 43/11KC

Datum: 08.03.2011

**Octavius Tower - Marcel July  
Trademark Infringement**

Dear Mr. Loveman,

Our law office has been retained by Mr. Marcel July, the owner of the Federal Registration for the name "Octavius Tower" under registration # 3,675,168, together with a State of Nevada Trademark for "Octavius Tower" under certificate # C20090630-0720, and a Service Mark for "Octavius Tower" under certificate # C20090909-1592, as well as a State of Nevada Limited Liability Company, "Octavius Tower, LLC", and finally, the Internet Domain Name, "OctaviusTower.com".

It has come to our client's attention that the initial Trademark application for the Trademark "Octavius Tower", which you filed with the USPTO has expired, and further, that the new application filed with the USPTO on December 14, 2010 was denied on February 24, 2011. The reason for the denial was "Likelihood of Confusion". Of course, our client agrees with the USPTO's conclusion.

Therefore, we are sending this correspondence to demand that you cease and desist using our client's Trademarked name "Octavius Tower" in any manner whatsoever, including, but not limited to, "cyber squatting" (use of this trademark on the internet) billboard signs, print or

broadcast ads, brochures, and any and all other forms of displaying this Trademarked name. Failure to do so immediately will result in our client pursuing all legal remedies available to him.

Also, our client reports to have received a phone call (he recalls that it was approximately in 2008) from an attorney in Reno, Nevada, purporting to represent your firm and making threats to our client if he did not sell the domain name "OctaviusTower.com" to your firm. Please send all future communication regarding this matter to our office and to our attention.

If you have any questions regarding this matter, please contact us at the above contact information.

With kind regards

Kaldenhoff  
Rechtsanwalt

**PRIBILLA KALDENHOFF NEGM**  
RECHTSANWÄLTE

ANWALTERKANZLEI - GÖBENSTRASSE 3 - 50612 KÖLN

Mr. Tim Donovan  
Senior Vice President & General Counsel  
Caesars World, Inc.  
One Caesars Palace Drive  
Las Vegas, Nevada 89109  
U. S. A.

DR. JUR. HANS PRIBILLA II (1940-1980)  
CHRISTIAN KALDENHOFF  
SAM NEGM-AWAD  
AMIN NEGM-AWAD  
Tel.: 0221 / 515263  
Tel.: 0221 / 8600060  
Fax: 0221 / 5101145  
Email: c.kaldenhoff@prikalneg.de  
http: www.PrKalNeg.de  
LG - Fach: K 1551

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Trademark Infringement**

Linien Zeichen: 43/11KC  
Datum: 08.03.2011

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With kind regards

Kaldenhoff  
Rechtsanwalt