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Attorneys for Plaintiffs

IN THE UNITED STATES DISTRICT COURT
DISTRICT OF UTAH, CENTRAL DIVISION

INCENTIVE CAPITAL, LLC, a Utah Limited
 Liability Company,

Plaintiff,

v.

CAMELOT ENTERTAINMENT GROUP,
 INC., a Delaware Corporation; CAMELOT
 FILM GROUP, INC., a Nevada Corporation;
 CAMELOT DISTRIBUTION GROUP, INC.,
 a Nevada Corporation, ROBERT P. ATWELL,
 an individual; JAMIE R. THOMPSON, an
 individual; STEVEN ISTOCK, an individual;
 TED BAER, an individual; PETER
 JAROWEY, an individual,

Defendants.

**MOTION FOR WRIT OF
 ATTACHMENT**

Civil No. 2:11-cv-00288

Judge Clark Waddoups

Plaintiff Incentive Capital, LLC (“Plaintiff” or “Incentive”), by and through its counsel, respectfully moves for an Order from the Court issuing a prejudgment writ of attachment (the

“Writ”), pursuant to Rule 64 of the Federal Rules of Civil Procedure, and Rules 64 and 64C of the Utah Rules of Civil Procedure.

The purpose of the Writ is attach/sequester and hold in the Court’s possession revenues generated by Defendants Camelot Entertainment Group, Inc. (“CEG”); Camelot Film Group, Inc. (“CFG”); and Camelot Distribution Group, Inc. (“CDG” and collectively with CEG and CFG, “Camelot”) from its exploitation of the Liberation Assets (a film and television library containing hundreds of media titles) and the Distribution Assets (comprising 13 film titles) (collectively the “Library”) which were pledged as security for the Note up to an amount equal to:

(i) the amount of principal and balance owed by Camelot under the Note executed between Camelot and Incentive to memorialize the loan (the “Loan”) made by Incentive to Camelot in the initial principal amount of \$650,000

(ii) the amount necessary bring Camelot current on all outstanding monthly Profit Participation Payments (monthly payments owed by Camelot to Incentive under the Profit Participation Agreement of ten percent (10%) of all gross revenues generated by Camelot from any third party in connection with Camelot’s exploitation of the Liberation Assets “in all media, worldwide, from all sources”) presently owed by Camelot to Incentive,

(iii) the amount required to bring Camelot current on all outstanding monthly Loan Modification Payments (1.5% per month of the balance of the minimum sales target of \$2,284,500 not paid to Incentive by April 27, 2011), and

(iv) the amount needed to keep Camelot current on such payments during the pendency of this dispute, for purposes of preserving the monies owed to Incentive under the Loan and the Library from dissipation, to ensure the postjudgment availability of it to satisfy

Incentive's claim against Camelot in this case, and because there exists a dispute as to the ownership of the Library.

Incentive's Motion is supported by the First Declaration of James Mecham, manager of Incentive, filed in support of its Second Request for Temporary Restraining Order and the Second Declaration of James Mecham filed concurrently herewith.

DATED this 1st day of September, 2011.

PIA ANDERSON DORIUS REYNARD & MOSS

/s/ Joseph Pia
Joseph Pia

Attorneys for Plaintiff

CERTIFICATE OF SERVICE

I hereby certify that on this 1st day of September, 2011, a true and correct copy of forgoing **MOTION FOR WRIT OF ATTACHMENT** was served by electronic mail on the following:

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By: /s/ Joseph Pia_____