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**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.

**PLAINTIFF’S EX PARTE MOTION FOR
 TEMPORARY RESTRAINING ORDER
 AND MOTION FOR PRELIMINARY
 INJUNCTION**

Civil No. 2:11-cv-00288

Judge Paul Warner

(Oral Argument Requested)

Pursuant to Federal Rule of Civil Procedure 65, Plaintiff Incentive Capital, LLC
 (“Incentive”), by and through counsel Pia Anderson Dorius Reynard & Moss (“PADRM”)
 hereby respectfully submits this Ex Parte Motion for Temporary Restraining Order and Motion

for Preliminary Injunction against Camelot Entertainment Group, Inc., a Delaware corporation (“CEG”), Camelot Film Group, Inc., a Nevada corporation (“CFG”), and Camelot Distribution Group, Inc., a Nevada corporation (“CDG”) (collectively “Camelot”), Robert P. Atwell, an individual (“Mr. Atwell”), Jamie Thompson, an individual (“Mr. Thompson”), Steven Istock, an individual (“Mr. Istock”), Ted Baer, an individual (“Mr. Baer”), and Peter Jarowey, an individual (“Mr. Jarowey”) (collectively “Atwell Defendants”) (Camelot and Atwell Defendants may be collectively referred to herein as the “Defendants”).

Incentive entered into a loan agreement with CFG (the “Note”) whereby Incentive loaned CFG approximately \$650,000.00, exclusive of fees, costs and interests, to finance CFG’s acquisition and distribution of a film and television library (“Liberation Library”) containing hundreds of media titles otherwise identified as the Distribution and Liberation Assets. In order to induce Incentive into loaning CFG the requested funds, CDG, CEG and Mr. Atwell completely and unconditionally guaranteed and secured the repayment of Incentive’s loan to CFG (the guarantees and security agreements referenced herein are more fully described in the accompanying memorandum of points and authorities). Additionally, the Atwell Defendants, who are each officers of Camelot, made gross misrepresentations about Camelot’s financial stability, Camelot’s and Mr. Atwell’s ability to pay back loans, Camelot’s and the Atwell Defendants’ track record in marketing and distributing films, and Camelot’s and the Atwell Defendants’ ability to distribute and exploit the Liberation Library as further inducement for Incentive to provide CFG with funds to acquire and distribute the Liberation Library.

Despite Incentive’s compliance with the plain terms of the loan agreements referenced above, Camelot and Mr. Atwell breached the same agreements. As a result of Camelot’s and Mr.

Atwell's breach, Incentive foreclosed on the Liberation Library. Accordingly, Incentive is presently the legal title holder of all of the Liberation Library motion picture and television titles.

Despite the legal acquisition of title to the Liberation Library by Incentive pursuant to the foreclosure sale, Camelot and the Atwell Defendants are continuing to improperly hold themselves out as the owners of the Liberation Library, are creating irreparable confusion in the market place, are improperly bringing lawsuits against copyright infringers of films in the Library in contravention of Incentive's rights, are withholding the physical assets of the Library, including DVDs, audio/visual recordings, masters and the like, and are diverting and stealing funds that that rightfully belong to Incentive.

Camelot and the Atwell Defendants have already damaged Incentive, and unless said Defendants are immediately enjoined from furthering their destructive actions, Incentive will suffer irreparable harm. Accordingly, Plaintiff Incentive respectfully requests that this Court grant a temporary restraining order and preliminary injunction preventing (1) Defendants' further interference with the Liberation Library and business associated with the Liberation Library, (2) Defendants' improper infringement suit, and (3) any activities interfering with, hindering, or delaying Incentive's exercise of its rights and interest in and to the Liberation Library, including exploitation of the Liberation Library and all payments received under any distribution or licensing agreements. This Motion is accompanied by the Memorandum of points and authorities filed concurrently herewith.

DATED this 27th day of April, 2011.

PIA ANDERSON DORRUS REYNARD & MOSS, PLLC

/s/ Joseph G. Pia

Joseph Pia

Attorneys for Plaintiff