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8 UNITED STATES BANKRUPTCY COURT
9 NORTHERN DISTRICT OF CALIFORNIA
10 SAN JOSE DIVISION

11 In Re:

12 TECHNOLOGY PROPERTIES LIMITED,
13 LLC, f/k/a TECHNOLOGY PROPERTIES
LIMITED, INC., a California corporation, f/k/a
14 TECHNOLOGY PROPERTIES LIMITED, a
California corporation,

15 Debtor.
16
17

Case No.: 13-51589-SLJ-11

Chapter 11

Date: November 12, 2014

Time: 10:00 a.m

Place: Courtroom 3099

280 South First Street
San Jose, California

Honorable Stephen L. Johnson

18
19 **MOORE MONETIZATION PLAN OF REORGANIZATION**

20 **DATED OCTOBER 29, 2014**
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10/29/2014 MOORE MONETIZATION PLAN OF REORGANIZATION - i

In Re: Technology Properties Limited, LLC, Debtor; Case No. 13-51589-SLJ-11
{2655/06/00041512.DOCX}

1 **Table of Contents**

2 **Preliminary Statement.....1**

3 **I. Definitions4**

4 **II. Designation of Classes of Claims and Interests.....19**

5 A. Unclassified Claims20

6 B. Classified Claims20

7 **III. Treatment of Unclassified Claims.....21**

8 **IV. There are no Unimpaired Claims Under**

9 **the 10/29/2014 MMP Plan22**

10 **V. Treatment of Classes of Claims and Interests that are**

11 **Impaired under the 10/29/14 MMP Plan23**

12 A. Impaired Classes23

13 B. Classes 1-1023

14 1. Class 1 (Priority Claims).....23

15 2. Class 2 (CCC Claim)23

16 3. Class 3 (Leckrone Secured Claim)24

17 4. Class 4 (Venkidu Claim).....25

18 5. Class 5 (Administrative Convenience Claims)26

19 6. Class 6 (Non-Insider General Unsecured Claims)26

20 7. Class 7 (Employee Claims).....26

21 8. Class 8 (Non-Insider 13% Claims)26

22 9. Class 9 (Insider 13% Claims)27

23 10. Class 10 (Insider Unsecured Claims).....27

24 11. Class 11 (Rejected Executory Contracts)27

25 12. Class 12 (Interests).....28

26 C. Class Members28

27 **VI. Impairment of Classes; Voting of Claims40**

28 **VII. Means for Execution of the Plan.....40**

 A. Business Operations and Expenses of the
 Reorganized Company40

 B. New Management41

 1. IP Portfolio Management45

 2. MMP Portfolio Management46

 C. Creditor Trust and the Chapter 11 Trustee50

 D. Grant of Security Interest for the Benefit of Holders of
 Allowed Unsecured Claims50

 E. Creditors' Committee51

 F. Distributions to Creditors.....51

 1. Establishment of Claims Trust Account51

 2. Post-Effective Date Funding of Claims Trust Account52

 3. Quarterly Distribution Report52

 4. Timing of Distributions.....53

 5. Distribution Addresses; Undeliverable Distributions53

 6. Withholding Taxes54

 7. Fractional Amounts.....54

 8. DeMinimis Distributions54

1	9. Time Bar to Cash Payments.....	55
	10. Modification of Payment Terms	55
2	G. Articles of Organization/Operating Agreement.....	55
3	H. Authority of Reorganized Company Acting By and Through Chapter 11 Trustee	56
4	I. Responsible Person	56
	J. Disbursing Agent	56
5	K. Tax Returns, Payments and Refunds	57
6	L. Employee Benefit Plans	57
7	M. Further Orders	57
	N. Post-Confirmation Employment of Personnel	57
8	O. Post Confirmation Compensation and Reimbursement of Professionals	58
9	P. Notice Procedure.....	59
	Q. Post-Confirmation Fees, Reports, and Final Decree.....	59
10	1. U.S. Trustee Fees	59
	2. Post-Confirmation Reports	59
11	R. Final Decree	60
12	VIII. Executory Contracts and Unexpired Leases.....	60
	A. Assumption of Executory contracts and Unexpired Leases	60
13	B. Defaults	61
	C. Rejection of Executory Contracts and Unexpired Leases.....	61
14	D. Rejection Claims	61
15	E. Adding and Removing Executory Contracts and Unexpired Leases	62
16	F. Excluded Contracts	62
17	IX. Proofs of Claim; Objections	63
	A. Time for Filing Proofs of Claim	63
18	B. Ownership and Transfers of Claims	63
	C. Amendments to Claims.....	63
19	D. Claim Objections	64
	E. Disputed Claims.....	64
20	F. Distributions.....	64
21	X. Retained Claims	65
	A. Prosecution of Retained Claims	65
22	B. Preservation of Claims and Rights	65
23	XI. Request for Confirmation	67
	XII. Retention of Jurisdiction	67
24	XIII. Effect of Confirmation	70
	A. Binding Effect of Plan	70
25	B. Vesting of Property	70
	C. Discharge	70
26	D. Exculpation	71
27	E. Injunction	72
	F. Preservation of Insurance.....	72
28	G. Reservation of Powers	72

1	XIV. Miscellaneous	72
	A. Injunctions and Stays	72
2	B. No Admissions.....	72
	C. Revocation of the Plan	73
3	D. Modification of Plan	73
	E. Saturday, Sunday and Legal Holiday.....	73
4	F. Plan Interpretation.....	73
	G. Governing Law	74
5	H. Setoff/Recoupment	74
6	I. Waiver.....	74
	J. Notices	75
7	K. Reservation of Rights.....	75
	L. Severability	76
8	XV. Default Provisions	76
9	XVI. Overriding Protections for Licensee Parties	77
	A. Scope and Intent of This Article	77
10	B. Confirmation Order.....	77
	C. Amendments to Article XVI.....	77
11	D. No Adverse Impact on Licensee Protected Contracts.....	77
12	E. No Change for Patent Actions	79
	F. No Rejection or § 1141 Impact on Licenses.....	79
13	G. No Limit on Licensee Transfers	79
	H. No Limit on Licensee Amendments to Claims, as Permitted By Law	80
14	I. Reserved Objections	80
15		
16		
17		
18		
19		
20		
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1 **PRELIMINARY STATEMENT**

2 Charles H. Moore (“Mr. Moore”)¹ proposes this October 29, 2014 MMP Plan of
3 reorganization (the “10/29/2014 MMP Plan”) of Technology Properties Limited LLC pursuant to
4 the provisions of Chapter 11 of the Bankruptcy Code.

5 On March 20, 2013, Technology Properties Limited LLC (the “Debtor” or “TPL”) filed
6 its Voluntary Petition under Chapter 11 of the Bankruptcy Code. Chapter 11 sets forth the rules
7 and procedures under which financially distressed entities may be reorganized or liquidated
8 pursuant to a plan of reorganization presented to Creditors and Interest Holders for consideration
9 and approval. Confirmation (i.e., Bankruptcy Court approval) of such a Chapter 11 plan is the
10 culmination of that process.

11 This 10/29/2014 MMP Plan sets forth Mr. Moore’s proposal for the restructuring of
12 TPL’s business and finances, and **for the satisfaction, discharge and/or cancellation of all**
13 **creditor claims against Debtor TPL**. The 10/29/2014 MMP Plan anticipates that TPL’s
14 reorganized business will be operated under the management, guidance and supervision of a
15 Chapter 11 Trustee², whose duties, powers and responsibilities are described in detail below. The
16 10/29/2014 MMP Plan contemplates the replacement of Debtor TPL (currently controlled by
17 TPL’s owner Daniel E. Leckrone [“Mr. Leckrone” or “Leckrone”]), with the Chapter 11 Trustee.

18 Under the 10/29/2014 MMP Plan, TPL will pay its creditors the net proceeds of
19 operations quarterly for a period of five years from the “Effective Date” of the 10/29/2014

20
21
22 ¹ Mr. Moore, the co-inventor of the patents that make up the “MMP Portfolio” of patents, is a creditor in
23 this Chapter 11 proceeding. By order dated December 5, 2013, the Bankruptcy Court ended the exclusivity period
24 described in 11 U.S.C. § 1121 during which only the debtor-in-possession could propose a plan of reorganization.
25 During the nearly nine months since December 5, 2013, no MMP Portfolio licenses have issued, and no TPL
26 creditors have been paid. Patents in the MMP Portfolio will begin expiring shortly.

27 ² At this writing, the Bankruptcy Court has under submission Mr. Moore’s motion to remove TPL as
28 debtor-in-possession in this matter, to be replaced by a Chapter 11 Trustee, on grounds that the best interests of
Debtor TPL will be served by this substitution. In the event the Court denies Mr. Moore’s motion, and TPL remains
as debtor-in-possession, the 10/29/2014 MMP Plan will go forward with a “Plan Administrator” in place and instead
of the contemplated Chapter 11 Trustee. See the definition of “Plan Administrator” set out below. In the event Mr.
Moore’s motion is denied, “Plan Administrator” should be substituted in the 10/29/2014 MMP Plan for “Chapter 11
Trustee” wherever the latter term appears. Mr. Moore anticipates no substantive change in either the 10/29/2014
MMP Plan or, should the Plan be confirmed by the Bankruptcy Court, in the post-confirmation operation of Debtor
TPL under the Plan.

1 MMP Plan (subject to an extension of six months at the discretion of the Chapter 11 Trustee
2 charged with managing TPL's affairs and effectuating the 10/29/2014 MMP Plan, and subject to
3 further extension upon Bankruptcy Court approval, as provided in the 10/29/2014 MMP Plan).

4 The 10/29/2014 MMP Plan contemplates payment in full of the creditor claims of all
5 secured creditors and all non-insider unsecured creditors, and payment of twenty percent (20%)
6 of the claims of those unsecured creditors who are insiders.

7 With the 10/29/2014 MMP Plan, creditors and interest holders will receive the
8 DISCLOSURE STATEMENT FOR THE 10/29/2014 MMP PLAN OF REORGANIZATION (DATED
9 October 29, 2014) (the "10/29/2014 MMP Disclosure Statement"). Creditors will be classified in
10 defined "Classes" described below. Along with the 10/29/2014 MMP Plan and the 10/29/2014
11 MMP Disclosure Statement, those creditors in Classes whose claims are impaired under the
12 10/29/2014 MMP Plan will also receive a ballot for voting on the 10/29/2014 MMP Plan.³

13 Acceptances of the 10/29/2014 MMP Plan are being solicited from all Classes created
14 under the Plan. Holders of Claims in all Plan Classes are encouraged to return their ballots.

15 The 10/29/2014 MMP Disclosure Statement includes: summaries of the Debtor's history,
16 of what went wrong at Debtor TPL, of what Mr. Moore proposes to set things right, and of
17 significant events during the Chapter 11 case; a description of what Creditors and Interest
18 Holders will receive under the 10/29/2014 MMP Plan; and information concerning the
19 procedures and voting requirements necessary for confirmation of the 10/29/2014 MMP Plan.
20 You should thoroughly review both the 10/29/2014 MMP Plan and the 10/29/2014 MMP
21 Disclosure Statement before deciding whether you will accept or reject the 10/29/2014 MMP
22 Plan. In the event and to the extent that any provision of the 10/29/2014 MMP Plan is
23 inconsistent with or contrary to the provisions of the 10/29/2014 MMP Disclosure Statement, the
24 provisions of the 10/29/2014 MMP Plan shall control and take precedence.

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27 ³ Classes 8 and 9B will also not be receiving ballots, as the members of those Classes, if
28 any, as well as the amounts of their Claims are not known and will not be known until after the Effective
Date of the 10/29/2014 MMP Plan.

1 the Bankruptcy Code, (c) fees due to the United States Trustee pursuant to 28 U.S.C. §
2 1930(a)(6), and (d) compensation for legal or other services and reimbursement of expenses
3 allowed by the Bankruptcy Court under §§ 330 and 331 of the Bankruptcy Code or otherwise.

4 **“Administrative Claims Bar Date”** means that date which is thirty (30) days following
5 the Effective Date.

6 **“Administrative Claims Objection Deadline”** means, for Administrative Claims other
7 than Professional Fee Claims, thirty (30) days after the Administrative Claims Bar Date or such
8 later date as may be established by the Bankruptcy Court.

9 **“Administrative Convenience Claims”** means Timely Filed Unsecured Claims of
10 \$5,000.00 or less whose holders elect on their Ballot to accept treatment pursuant to Class 5
11 under the 10/29/2014 MMP Plan, and Timely Filed Unsecured Claims of greater than \$5,000.00
12 whose holders elect on their Ballot to accept treatment pursuant to Class 5 under the 10/29/2014
13 MMP Plan and agree to reduce their respective Allowed Claims to \$5,000.00.

14 **“Alliacense”** means Alliacense Limited, LLC, a former division of Debtor TPL that is
15 now an independent company owned by Mr. Leckrone.

16 **“Alliacense Services Agreement”** means that certain Services Agreement as amended
17 March 19, 2012, between TPL and Alliacense.

18 **“Allowed” or “Allowed Amount”** means the amount in which any Claim or Interest is
19 allowed.

20 **“Allowed Administrative Claim”** means all or any portion of an Administrative Claim
21 that has either been Allowed by a Final Order or as to which there has been no objection within
22 the time period established by the 10/29/2014 MMP Plan or by an order of the Bankruptcy Court.

23 **“Allowed Claim”** means a Claim: (a) in respect to which a proof of Claim has been filed
24 with the Bankruptcy Court by the applicable Claims Bar Date and to which no objection has been
25 filed by the Claims Objection Deadline; (b) as to which no proof of Claim has been filed and
26 which has been listed on Schedule D, E or F of the Debtor's Schedules and is not listed as
27 disputed, contingent, unliquidated or unknown as to amount, and to which no objection has been
28 filed by the Claims Objection Deadline; (c) which is Allowed by a Final Order; (d) settled,

1 compromised or otherwise resolved by the Reorganized Company pursuant to its power granted
2 under the 10/29/2014 MMP Plan; or (e) which is deemed Allowed by the 10/29/2014 MMP Plan.
3 Other than those Claims expressly Allowed by the 10/29/2014 MMP Plan, no Claim shall be
4 considered an Allowed Claim if: (i) an objection to the allowance thereof is interposed by a party
5 in interest by the Claims Objection Deadline, and such objection has not been overruled by a
6 Final Order; or (ii) the Claim has been satisfied.

7 **“Allowed Interest”** means the Allowed Interest of an Interest Holder.

8 **“Allowed Unsecured Claim”** means any Allowed Claim that is an Unsecured Claim.

9 **“Avoidance Actions”** means causes of action under Chapter 5 of the Bankruptcy Code.

10 **“Ballot”** means the form distributed to each holder of an Impaired Claim that is entitled
11 to vote to accept or reject the 10/29/2014 MMP Plan.

12 **“Bankruptcy Case”** means this Chapter 11 proceeding; namely, the bankruptcy case
13 styled *In re Technology Properties, Limited, LLC*, Chapter 11 Case No. 13-51589-SLJ, pending
14 in the Bankruptcy Court.

15 **“Bankruptcy Code”** means title 11 of the United States Code and also includes §§ 157,
16 158, 1334, 1408, 1412, and 1452 of title 28 of the United States Code, and any amendments
17 thereto to the extent applicable to this Bankruptcy Case.

18 **“Bankruptcy Court”** means the United States Bankruptcy Court for the Northern
19 District of California, San Jose Division, or such other court exercising jurisdiction over the
20 Bankruptcy Case.

21 **“Bankruptcy Estate”** or **“Estate”** means the estate created by the commencement of the
22 Bankruptcy Case and comprised of the property described in § 541 of the Bankruptcy Code.

23 **“Bankruptcy Rules”** means the Federal Rules of Bankruptcy Procedure promulgated
24 under 28 U.S.C. § 2075, as amended, as applicable to the Bankruptcy Case.

25 **“Benefit Plans”** means all benefit plans of whatever type or nature provided by the
26 Debtor as of the date of this 10/29/2014 MMP Plan including all 401(k) Plans, medical insurance
27 Plans, accidental death and dismemberment Plans and disability Plans and any rights of
28 employees to extended coverage arising from any benefit plan whether under the terms of the

1 benefit plan, under COBRA, or under applicable law. For the avoidance of doubt, Benefit Plans
2 do not include any Insider Employee Compensation Contracts or any provisions thereunder for
3 incentive compensation or otherwise.

4 **“Browns Claim”** means Proof of Claim Number 22-1 filed by Chester A. Brown, Jr. and
5 Marcie Brown in the Bankruptcy Case, in connection with the Browns Judgment in the amount
6 of \$10,021,511 plus post-judgment interest.

7 **“Browns Judgment”** means the Judgment dated June 5, 2013, entered in favor of
8 Chester A. Brown, Jr. and Marcie Brown against Debtor TPL by the Santa Clara County
9 Superior Court in the action entitled: *Brown v. TPL*, Case No. 1-09-CV-159452.

10 **“Browns/TPL Appeal”** means the appeal of the Browns Judgment filed by Debtor TPL
11 and currently pending in the in the Court Of Appeal Of The State Of California, Sixth Appellate
12 District. The Browns/TPL Appeal will be dismissed upon confirmation of this 10/29/2014 MMP
13 Plan.

14 **“Business Day”** means a day, Monday through Friday, excluding all legal holidays (as
15 defined in Bankruptcy Rule 9006(a)(6)).

16 **“Cash”** means cash and cash equivalents, including but not limited to checks and similar
17 forms of payment or exchange.

18 **“CCC”** means Cupertino City Center Buildings, a California Limited Partnership.

19 **“CCC Claim”** means proof of Claim number 7 filed by CCC, asserting a Secured Claim
20 in the amount of \$711,200.

21 **“Chapter 11 Trustee”** means an individual duly appointed by the Bankruptcy Court to
22 carry out the duties of Chapter 11 trustee as set out in the Bankruptcy Code and the Bankruptcy
23 Rules, and as further described and delineated in this 10/29/2014 MMP Plan, which
24 contemplates the Bankruptcy Court’s appointment of a Chapter 11 Trustee in place of Debtor
25 TPL as debtor-in- possession in this case. In the event no Bankruptcy Court Order appointing a
26 Chapter 11 Trustee issues, and Debtor TPL remains as debtor-in-possession in this case, a Plan
27 Administrator (defined below) will serve in place and instead of a Chapter 11 Trustee under this
28 10/29/2014 MMP Plan, with the duties, powers and responsibilities assigned by this Plan, and all

1 references to “Chapter 11 Trustee” in this Plan and in the accompanying 10/29/2014 MMP
2 Disclosure Statement will be replaced by the term “Plan Administrator.” No substantive changes
3 to the 10/29/2014 or to post-confirmation operations and results at Debtor TPL are thereby
4 contemplated.

5 “**Claim,**” as used herein, is defined in § 101(5) of the Bankruptcy Code.

6 “**Claims Bar Date**” means: (a) with respect to Claims other than those held by
7 governmental units, July 23, 2013; (b) with respect to Claims held by governmental units,
8 September 16, 2013; and (c) with respect to Rejection Claims, the Rejection Claims Bar Date.

9 “**Claims Objection Deadline**” means the date ninety (90) days after the Effective Date;
10 provided, however, that the Claims Objection Deadline may be extended by the Bankruptcy
11 Court for cause upon a noticed motion of the Reorganized Company or the Committee to all
12 Notice Parties on not less than ten (10) days’ written notice.

13 “**Claims Trust Account**” means the segregated interest-bearing bank account established
14 for the purpose of holding the deposits of the Quarterly Payment, maintained for paying
15 Distributions to Creditors holding Allowed Claims pursuant to the 10/29/2014 MMP Plan.

16 “**Class**” means a category or group of holders of Claims or Interests as designated
17 pursuant to the 10/29/2014 MMP Plan.

18 “**Committee**” means the Official Committee of Unsecured Creditors appointed by the
19 Office of the United States Trustee on March 28, 2013 consisting of Chester A. Brown, Jr. and
20 Marcie Brown, Patriot Scientific Corp., Beresford & Co., the Former Chipscale Shareholders,
21 Farella Braun & Martel, LLP, the Estate of James Kirkendall and Dr. Zlatan Ribic GmbH.

22 “**Committee Claims**” means the proofs of Claims filed by members of the Committee in
23 the Bankruptcy Case and include the following: (A) proof of Claim number 19 filed by Beresford
24 & Co.; (B) proof of Claim number 20 filed by the Estate of James V. Kirkendall; (C) proof of
25 Claim number 21 filed by Dr. Ribic GmbH; (D) proof of Claim number 22 filed by Chester A.
26 Brown, Jr. and Marcie Brown; (E) proof of Claim number 23 filed by Phil Marcoux, individually
27 and as Seller’s Rep. for Certain Former ChipScale, Inc. Shareholders; (F) proof of Claim number
28 28 filed by Farella Braun & Martel LLP; and (G) proofs of Claim numbers 33 and 34 filed by

1 Patriot Scientific Corporation.

2 **“Committee’s Professionals”** means, collectively, Dorsey & Whitney LLP and such
3 other professionals whose employment by the Committee prior to the Confirmation Date is
4 approved by order of the Bankruptcy Court, if any.

5 **“Confirmation”** means the entry by the Bankruptcy Court of the Confirmation Order.

6 **“Confirmation Date”** means the date on which the Bankruptcy Court enters the Order of
7 Confirmation.

8 **“Confirmation Hearing”** means the hearing to be held by the Bankruptcy Court on
9 confirmation of the 10/29/2014 MMP Plan as required by § 1128(a) of the Bankruptcy Code.

10 **“Confirmation Order”** means the Order confirming the 10/29/2014 MMP Plan under §
11 1129 of the Bankruptcy Code.

12 **“Creditor”** means any person or entity that has submitted a creditor claim in the
13 Bankruptcy Case.

14 **“Creditor Trust”** means the trust to be established for the purpose of holding the
15 Interests of the Interest Holder and for holding the Unsecured Claimants’ Security Interest for the
16 benefit of holders of Allowed Unsecured Claims, pursuant to the terms of the 10/29/2014 MMP
17 Plan.

18 **“Creditor Trust Trustee”** shall mean the Chapter 11 Trustee when duly appointed by
19 the Bankruptcy Court.

20 **“Debtor”** means Technology Properties Limited LLC, a California Limited Liability
21 Company.

22 **“Debtor’s Professionals”** means, collectively, Binder & Malter, LLP, Agility IP Law,
23 LLP, the Simon Law Firm, P.S., Bragalone Conroy, PC, Farnan LLP, Ropers Majeski Kohn &
24 Bentley, Adelson, Hess & Kelly APS, Fulop Business Tax Services, Henneman & Associates,
25 and such other professionals whose employment by the Debtor prior to the Confirmation Date is
26 approved by order of the Bankruptcy Court, if any; and following the Effective Date, any
27 professionals engaged by the Reorganized Company to represent or assist it in fulfilling its duties
28 and obligations as the Reorganized Company under the 10/29/2014 MMP Plan, including such

1 accountant(s) as the Reorganized Company may select to complete the Debtor's tax returns and
2 other required filings with governmental authorities having jurisdiction over the Reorganized
3 Company, and such legal professionals as may be appropriate to assist in administering the
4 10/29/2014 MMP Plan, the Bankruptcy Case and the Bankruptcy Estate.

5 **“Disbursing Agent”** means the Chapter 11 Trustee.

6 **“MMP Disclosure Statement”** or **“10/29/2014 MMP Disclosure Statement”** means
7 the DISCLOSURE STATEMENT FOR THE 10/29/2014 MMP Plan OF REORGANIZATION (DATED
8 OCTOBER 29, 2014), including any modification(s) thereof and/or amendment(s) thereto.

9 **“Disputed Claim”** means a Claim against the Debtor: (a) as to which a proof of Claim
10 has not been filed and that has been listed in the Debtor's Schedules as disputed, contingent,
11 unliquidated or unknown as to amount; or (b) as to which an objection or adversary proceeding
12 has been filed by the Claims Objection Deadline and which objection or adversary proceeding
13 has not been withdrawn or disposed of by a Final Order.

14 **“Disputed Claims Reserve Account”** means a segregated interest-bearing bank account
15 maintained for the purpose of holding Cash attributable to Disputed Claims, including the
16 Leckrone Claim Set Aside and the Insider Employee Compensation Set Aside, and administered
17 by the Reorganized Company consistent with the provisions of § 345 of the Bankruptcy Code.

18 **“Distribution”** means, as the context requires: (a) the cash to be provided under the
19 10/29/2014 MMP Plan to the holders of Allowed Claims; or (b) the payment, transfer, delivery
20 or deposit of cash to Creditors pursuant to the 10/29/2014 MMP Plan.

21 **“Distribution Date”** means any date on which a Distribution shall be made pursuant to
22 the 10/29/2014 MMP Plan.

23 **“Effective Date”** means Monday, February 2, 2015.

24 **“Entity”** has the meaning ascribed to it under § 101(15) of the Bankruptcy Code.

25 **“Excluded Contract”** means an executory contract or unexpired lease that is neither
26 designated for assumption nor for rejection under the 10/29/2014 MMP Plan as of the conclusion
27 of the Confirmation Hearing. For the avoidance of doubt, the Licensee Protected Contracts are
28 not Excluded Contracts but rather ride through unimpaired, in accordance with Article VIII(f) of

1 this 10/29/2014 MMP Plan.

2 **“Final Decree”** means the final decree by the Bankruptcy Court closing the Bankruptcy
3 Case pursuant to Bankruptcy Code § 350 and Bankruptcy Rule 3022.

4 **“Final Order”** means an order entered on the docket by the Bankruptcy Court or other
5 court of competent jurisdiction over the Bankruptcy Case, as applicable, which is no longer
6 subject to appeal, certiorari or other proceedings for review or rehearing, and as to which no
7 appeal, certiorari or other proceedings for review or rehearing are pending.

8 **“Gross Revenue”** means all present and future property, tangible and intangible,
9 including, without limitation, any and all legal and equitable rights, in which the Reorganized
10 Company possesses or receives any right, title and interest, and all proceeds, products, offspring
11 or profits thereof, including, without limitation, (A) all Cash, (B) all non-Cash proceeds, (C)
12 whatever is acquired upon the sale, lease, license, exchange, or other disposition of property; (D)
13 whatever is collected on, or distributed on account of, property; (E) rights arising out of any
14 property; (F) claims arising out of the loss, nonconformity, or interference with the use of,
15 defects or infringement of rights in, or damage to, property; (G) insurance payable by reason of
16 the loss or nonconformity of, defects or infringement of rights in, or damage to, property; (H)
17 whatever is received from license payments, litigation settlements, judgments, damage awards
18 and service fees; (I) whatever is received from distributions to owners of entities in which TPL
19 has any ownership interest (other than distributions from PDS by reason of MMP licensing or
20 litigation, which are excluded from Gross Revenue but are otherwise accrued for the benefit of
21 Debtor TPL and its creditors under the 10/29/2014 MMP Plan); and (J) payments of interest,
22 dividends and royalties.

23 **“Impaired”** shall have the meaning set forth at § 1124 of the Bankruptcy Code.

24 **“Insider 13% Claims”** means the following: (A) the portion of proof of Claim number
25 25 filed in the Bankruptcy Case by Susan Anhalt, asserted in the estimated amount of \$8,379,952
26 based on “Payments from Assignment;” (B) proof of Claim number 32 filed in the Bankruptcy
27 Case by John C. Leckrone in the estimated amount of \$8,491,090 based on “Payments from
28 Assignment;” and (C) the portion of proof of Claim number 39 filed in the Bankruptcy Case by

1 Mac Leckrone, asserted in the estimated amount of \$8,478,590 based on “Payments from
2 Assignment.”

3 **“Interest”** means units or rights to units or any membership interest or other ownership
4 interest held by any Person in the Debtor.

5 **“Interest Holder”** means Mr. Leckrone as the sole holder of all Interests in the Debtor.

6 **“Insider Employee Compensation Contracts”** means the agreements, whether written
7 or oral, and all amendments, addenda, letter agreements, offer letters, schedules, exhibits,
8 modifications attachments, supplements and other documents related thereto, between TPL,
9 Alliacense and/or the TPL Group, on the one hand, and Daniel McNary Leckrone, Dwayne
10 Hannah, Janet Neal, Michael Davis, Nick Antonopoulos, Robert Neilson and Susan Anhalt, on
11 the other hand, on which the Insider Employee Compensation Claims are based.

12 **“Insider Employee Compensation Claims”** means the following: (A) proof of Claim
13 number 4 filed in the Bankruptcy Case by Robert Neilson; (B) proof of Claim number 17 filed in
14 the Bankruptcy Case by Dwayne Hannah; (C) the portion of proof of Claim number 25 filed in
15 the Bankruptcy Case by Susan Anhalt, asserted in the estimated aggregate amount of \$16,148.43
16 based on “Unpaid salary” and “Unpaid paid time off;” (D) proof of Claim number 27 filed in the
17 Bankruptcy Case by Janet Neal; (E) proof of Claim number 30 filed in the Bankruptcy Case by
18 Nick Antonopoulos; (F) proof of Claim number 35 filed in the Bankruptcy Case by Michael
19 Davis; (G) the portion of proof of Claim number 39 filed in the Bankruptcy Case by Mac
20 Leckrone, asserted in the estimated amount of \$2,141,232 based on “Unpaid Incentive
21 Compensation;” and (H) the portion of proof of Claim number 40 filed in the Bankruptcy Case
22 by Mr. Leckrone, asserted in the estimated aggregate amount of \$59,101.47 based on “Unpaid
23 salary” and “Unpaid paid time off.”

24 **“TTC”** means the United States International Trade Commission.

25 **“January 23, 2014 Settlement Agreement”** means that certain agreement dated January
26 23, 2014, between and among TPL, Creditor Moore, Patriot, PDS, Mr. Leckrone and others,
27 which among other things resolved then-pending litigation involving TPL, Mr. Leckrone,
28 Alliacense and Creditor Moore and which provides for an allocation of MMP-related revenues

1 between and among Patriot, TPL and Creditor Moore under the following formula: Patriot –
2 50%; TPL – 26.025%; Creditor Moore – 23.075%. The January 23, 2014 Settlement Agreement
3 is assumed by TPL under this 10/29/2014 MMP Plan, and its allocation formula will govern all
4 MMP-related receipts by and between TPL and Creditor Moore.

5 **“Kirkendall Estate Claim”** means proof of Claim number 20 filed by the Estate of
6 James V. Kirkendall, in the amount of \$455,000.00.

7 **“Leckrone” or “Mr. Leckrone”** means Daniel E. Leckrone, the owner of Debtor TPL
8 and Alliacense, and the Responsible Person for debtor-in-possession TPL at the time it initiated
9 this Bankruptcy Case. The 10/29/2014 MMP Plan contemplates the removal of Mr. Leckrone
10 from all management positions with TPL, the elimination of TPL as debtor-in-possession, and the
11 substitution of a Chapter 11 Trustee.

12 **“Leckrone Secured Claim”** means the portion of proof of Claim number 40 filed by Mr.
13 Leckrone, asserting a Secured Claim in the amount of \$4,872,284.00 based on “Loan
14 Repayments, including interest.”

15 **“Leckrone Set Aside”** means the sum of \$4,872,284 plus interest at the contract rate of
16 10% per annum, to be reserved and accrued by the Reorganized Company for contingent
17 payment to Mr. Leckrone, based upon resolution and determination of any Allowed Leckrone
18 Claim.

19 **“Licensee Objectors”** means the parties identified in **Exhibit “A”** hereto, together with
20 any of their affiliates, sublicensees, successors or assigns. Licensee Parties may become
21 Licensee Objectors at any time prior to the commencement of the Confirmation Hearing by
22 notice to counsel for the Debtor and the Committee.

23 **“Licensee Parties”** means the Licensee Objectors, together with any other party granted
24 a license by the Debtor on or before the Effective Date, as well as each party’s respective
25 affiliates, sublicensees, successors or assigns.

26 **“Licensee Protected Contracts”** includes but is not limited to those Licensee Protected
27 Contracts listed on **Exhibit “B”** hereto, and means the Debtor’s contracts with any or all of the
28 Licensee Objectors identified in **Exhibit “A”** hereto, together with any intellectual property

1 license and/or settlement agreements with any Licensee Parties, as amended, modified, or
2 supplemented from time to time, as well as all commercialization agreements and other
3 agreements related to the ownership of the licensed patent portfolios or the rights to such
4 portfolios, including the right to license such portfolios. All of these contracts ride through
5 pursuant to Article VIII(f) as a separate category and are not considered executory contracts or
6 Excluded Contracts.

7 **“Local Rules”** means the Local Rules of the United States District Court for the Northern
8 District of California, as amended, as applicable to this Bankruptcy Case.

9 **“Manager”** shall mean the Chapter 11 Trustee.

10 **“Marsh Claim”** means Proof of Claim Number 46 filed by C. Alan Marsh, in the
11 amount of \$539,808.00.

12 **“MIG”** means Moore Innovations Group, LLC, defined and described below.

13 **“MIG Manager”** means the person selected by the MIG Board of Directors to run the
14 day to day operations of Moore Innovations Group.

15 **“10/29/2014 MMP Plan”** means this 10/29/2014 MMP PLAN OF REORGANIZATION
16 (DATED OCTOBER 29, 2014), including any modification(s) hereof and/or amendment(s) hereto
17 that comply with § 1127 of the Bankruptcy Code and Bankruptcy Rule 3019.

18 **“MMP Portfolio”** means the Moore Microprocessor Portfolio of patents.

19 **“Moore Innovations Group, LLC”** (“MIG”) means the new company being created by
20 Mr. Moore for the purpose of carrying forward commercialization of the MMP Portfolio under
21 the auspices of an entity that cannot be characterized as a patent aggregator or patent troll.

22 **“Non-Insider 13% Claims”** means the Browns Claim, the Kirkendall Estate Claim, the
23 Todd Kirkendall Claim and the Marsh Claim.

24 **“Non-Practicing Entity”** means a person or company who enforces patent rights against
25 accused infringers in an attempt to collect licensing fees, but does not manufacture products or
26 supply services based upon the patents in question, thus engaging in economic rent-seeking.

27 **“NOP”** means the net operating profit generated by TPL’s business operations calculated
28 as follows: the difference between collections from accounts receivable, lawsuit recoveries,

1 license royalties, lump sum license fees and all other sources of revenue from operations during
2 each calendar quarter, less all costs of operation including, but not limited to, salaries, wages,
3 benefits, rent, utilities, taxes, the \$1,000,000 WCR, amounts necessary to replenish the WCR to
4 \$1,000,000 as approved by the TPL Board of Directors, and all Distributions as required under
5 the 10/29/2014 MMP Plan (including the Minimum Distribution).

6 **“Notice of Confirmation”** means the NOTICE OF ORDER CONFIRMING 10/29/2014 MMP
7 PLAN or similarly titled notice of like effect issued by the Clerk of the Bankruptcy Court
8 following Confirmation.

9 **“Notice Parties”** means the Reorganized Company, counsel for the Reorganized
10 Company, the United States Trustee, the Chapter 11 Trustee, the Licensee Objectors and any
11 Creditor who, after the Confirmation Hearing, files with the Bankruptcy Court and serves on the
12 Reorganized Company and its counsel at the addresses provided at Section XIV of the
13 10/29/2014 MMP Plan, a notice requesting to be added as a Notice Party; provided, however,
14 that any creditor whose Claim has been paid in full shall no longer be a Notice Party.

15 **“Notice Procedure”** means the procedure for notice set forth at Section VII-P of the
16 10/29/2014 MMP Plan.

17 **“Patent Actions”** means the ITC and District Court actions involving the MMP Portfolio,
18 the CORE Flash Portfolio, the Fast Logic Portfolio and any and all other actions involving other
19 present and future patent portfolios.

20 **“Patent Aggregator”** – See **“Non-Practicing Entity”**, above.

21 **“Patent Troll”** – see **“Non-Practicing Entity”** above.

22 **“Patriot”** or **“PTSC”** means Patriot Scientific Corporation.

23 **“PDS”** means Phoenix Digital Solutions LLC.

24 **“PDS Revenue”** means the proportional distribution of revenue from the MMP Portfolio
25 as determined by PDS to which TPL is entitled, which excludes expenses paid or reimbursed, if
26 any, to TPL by PDS; PDS Revenue, by contract, is set at 26.025% of PDS net revenue from the
27 MMP Portfolio.

28 **“PDS Management Committee”** means the Management Committee of PDS.

1 **“Person”** shall have the meaning ascribed to it under § 101(41) of the Bankruptcy Code.

2 **“Petition Date”** means March 20, 2013, the date on which the Debtor filed its Voluntary
3 Petition under Chapter 11 initiating the Bankruptcy Case and on which date relief was ordered in
4 the Bankruptcy Case.

5 **“Plan Administrator”** means that individual who will serve as Debtor TPL’s CEO and
6 Chairman of the Board, subject in all respects to fiduciary obligation to TPL, and who will carry
7 out the duties and responsibilities, and have the rights, afforded to the “Chapter 11 Trustee”
8 under and pursuant to the 10/29/2014 MMP Plan if and only if the Bankruptcy Court denies
9 Creditor Moore’s pending motion for the appointment of a Chapter 11 Trustee. In the event the
10 Bankruptcy Court denies appointment of a Chapter 11 Trustee, leaving TPL in place as debtor-
11 in-possession -

12 - (1) the Plan Administrator shall be chosen by the Committee from among its members or from
13 a list of individuals acceptable to the Committee;

14 - (2) the Committee’s selection for Plan Administrator shall be subject to approval by the
15 Bankruptcy Court;

16 - (3) The Plan Administrator shall thereupon assume his or her office upon the Effective Date.
17 and

18 - (4) “Plan Administrator” shall be substituted for the term “Chapter 11 Trustee” at every point in
19 the 10/29/2014 MMP Plan and in the 10/29/2014 MMP Disclosure Statement where “Chapter 11
20 Trustee” now is found.

21 No Plan Administrator shall be selected, nor shall a Plan Administrator serve, if the Court
22 appoints a Chapter 11 Trustee to administer and carry out the 10/29/2014 MMP Plan.

23 **“PTO”** means the U.S. Patent and Trademark Office.

24 **“Priority Claim”** means any Claim entitled to priority pursuant to §§ 507(a)(1) through
25 (a)(7) of the Bankruptcy Code, but not including an Administrative Claim.

26 **“Priority Tax Claim”** means any Claim against the Debtor entitled to priority pursuant
27 to § 507(a)(8) of the Bankruptcy Code.

28 **“Professional”** means any Person employed in the Bankruptcy Case prior to the

1 Effective Date pursuant to §§ 327 and 1103 of the Bankruptcy Code, and following the Effective
2 Date as provided by the 10/29/2014 MMP Plan.

3 **“Professional Fee Claim”** means an Administrative Claim for the compensation and
4 reimbursement of expenses asserted by a Professional employed in the Bankruptcy Case pursuant
5 to §§ 327 or 1103 of the Bankruptcy Code or an expense reimbursement claim by a Committee
6 member, and incurred by such Professional or Committee member (to the extent Allowed under
7 §§ 328, 330, 331, or 503 of the Bankruptcy Code) through the Effective Date.

8 **“Quarterly Distribution Report”** means the report provided by the Chapter 11 Trustee
9 to the TPL Board of Directors and to the Bankruptcy Court on a quarterly basis as provided at
10 Section VII-F-3 of the 10/29/2014 MMP Plan, providing a list of all Claims held by Creditors in
11 Classes 2, 3, 4, 6, 7, 8, 9A and 9B, and identifying each Claim as either an Allowed Claim, a
12 Disputed Claim (in whole or in part), and if a Disputed Claim, any amount that is undisputed,
13 and providing (for each respective Claim) the Claim number (if applicable), the claimant name,
14 and the Reorganized Company’s calculations for each Claim, including: (i) the amount of the
15 Allowed Claim, if applicable (ii) the undisputed portion of any Disputed Claim, (iii) the pro rata
16 Distribution amount for the quarter, and (iv) the interest owing for the quarter calculated at the
17 10/29/2014 MMP Plan Interest Rate for that Claim. The Quarterly Distribution Report shall
18 include the then-current total payment due each holder of an Allowed Claim and the total of all
19 such payments due for the quarter.

20 **“Quarterly Payment”** means (A) the payment deposited by the Reorganized Company
21 into the Claims Trust Account after the close of each full calendar quarter following the Effective
22 Date comprised of (i) 20% of non-MMP derived Gross Revenue received during such quarter
23 and (ii) NOP for such quarter, plus (iii) the PDS Revenue received during that quarter.

24 **“Rejection Claim”** means an Unsecured Claim arising from the Debtor's rejection of an
25 unexpired lease or executory contract pursuant to the 10/29/2014 MMP Plan or pursuant to an
26 order of the Bankruptcy Court.

27 **“Rejection Claims Bar Date”** means, other than for an Excluded Contract, the earlier of:
28 (a) thirty (30) days following the date of the Notice of Confirmation; or (b) thirty (30) days after

1 the entry of a Final Order prior to Confirmation approving rejection of an executory contract or
2 unexpired lease. With respect to an Excluded Contract that is rejected pursuant to Section VIII-F
3 of the 10/29/2014 MMP Plan, the Rejection Claims Bar Date means thirty (30) days from the
4 date notice of rejection and notice of the Rejection Claims Bar Date is provided to the affected
5 party to the Excluded Contract.

6 **“Reorganized Company”** means Debtor TPL on and after the Effective Date.

7 **“Responsible Person”** shall mean the Chapter 11 Trustee.

8 **“Retained Claims”** means any and all claims, defenses and rights of the Debtor and the
9 Reorganized Company against any Person or Entity as of the Effective Date.

10 **“Schedules”** means the Debtor’s schedules of assets and liabilities consisting of
11 Schedules “A” through “J” filed with the Bankruptcy Court pursuant to § 521(a)(1) of the
12 Bankruptcy Code and Bankruptcy Rule 1007(b), and any amendments thereto.

13 **“Secured Claim”** means a Claim secured by a lien, security interest, or other charge
14 against or interest in property in which the Debtor has an interest or that is subject to setoff under
15 § 553 of the Bankruptcy Code, to the extent of the value (as specified in the 10/29/2014 MMP
16 Plan, or if no value is specified, as determined in accordance with § 506(a) of the Bankruptcy
17 Code) of the interest of a holder of such Claim in the Debtor's interest in such property or to the
18 extent of the amount subject to such setoff, as the case may be. A Claim falling under this
19 definition, but exceeding the value of the Claim’s interest in the applicable collateral, or
20 exceeding the amount subject to setoff, as applicable, shall be an Unsecured Claim to the extent
21 of such excessive amount.

22 **“Todd Kirkendall Claim”** means proof of Claim number 24 filed by Todd Kirkendall,
23 in the amount of \$228,884.00.

24 **“TPL/Moore ‘Roe’ Litigation”** means the action entitled: *Charles H. Moore v.*
25 *Technology Properties Limited, et al.*; Case No. 1-10-CV183613 proceeding in the Superior
26 Court of California, Santa Clara County. The January 23, 2013 Settlement Agreement resolved
27 all then-pending claims and causes of action between the parties to the “TPL/Moore ‘Roe’
28 Litigation.” Upon confirmation of this 10/29/2014 MMP Plan, what remains of the TPL/Moore

1 'Roe' Litigation.

2 **"Unsecured Claim"** means a general unsecured Claim, but excluding Administrative
3 Claims, Priority Claims and Priority Tax Claims, which is: (a) listed in the Debtor's Schedules
4 (other than if listed as disputed, contingent, unliquidated or unknown as to amount); or (b) filed
5 with the Claims Agent, including the Unsecured Claims of under-secured Creditors and
6 Rejection Claims.

7 **"Unsecured Creditors' Security Interest"** means the lien and security interest granted
8 by the Reorganized Company to the Chapter 11 Trustee, in his/her capacity as collateral agent
9 for the benefit of all holders of Allowed Unsecured Claims, in all of its right, title and interest in,
10 to and under its present and future assets, which lien and security interest shall be junior to all
11 existing, valid, perfected, unavoidable and unsubordinated liens against all assets of TPL, to
12 secure the complete and timely performance of all of the Reorganized Company's obligations
13 and payment of Allowed Claims in Class 6 and Class 7 under the 10/29/2014 MMP Plan.

14 **"Venkidu"** means Mr. Arockiyaswamy Venkidu, the representative of the former
15 shareholders of OnSpec Electronic Inc., and the person advanced by Mr. Leckrone to control the
16 operation of TPL upon Mr. Leckrone's abandonment of day-to-day management of TPL.

17 **"Venkidu Claim"** means proof of Claim number 7 filed by Venkidu asserting a Secured
18 Claim in the amount of \$5,344,331.00.

19 **"WCR"** means the Reorganized Company's \$1.0 million working capital reserve as
20 provided for under the 10/29/2014 MMP Plan.

21 Any capitalized term used in the 10/29/2014 MMP Plan that is not herein defined but is
22 defined in the Bankruptcy Code or the Bankruptcy Rules shall have the meaning ascribed to such
23 term in the Bankruptcy Code or the Bankruptcy Rules.

24 **II. DESIGNATION OF CLASSES OF CLAIMS AND INTERESTS**

25 The Claims against and Interests in the Debtor are designated and classified below for
26 purposes of the 10/29/2014 MMP Plan. The treatment of Claims described below applies only to
27 Allowed Claims. Distributions to holders of Claims which are not Allowed Claims as of the
28 Effective Date will be withheld in accordance with the 10/29/2014 MMP Plan's provisions for

1 the treatment of Disputed Claims. Except to the extent that the 10/29/2014 MMP Plan provides
2 otherwise, a Claim or Interest that is properly includable in more than one Class is classified in a
3 particular Class only to the extent that it qualifies within the description of that Class, and is
4 placed in a different Class to the extent it qualifies within the description of such different Class.

5 **A. Unclassified Claims:** § 1123(a)(1) of the Bankruptcy Code provides that certain
6 claims, including Administrative Claims and post-petition tax claims by governmental units
7 entitled to priority under § 507(a)(2) of the Bankruptcy Code, and pre-petition unsecured Priority
8 Tax Claims entitled to priority under § 507(a)(8) of the Bankruptcy Code are not classified
9 claims under a Chapter 11 Plan. Unclassified Claims are here expected to include Professional
10 Fee Claims of the Committee’s Professionals and the Debtor’s Professionals.

11 **B. Classified Claims:**

12 1. Class 1 (Priority Claims)

13 Class 1 consists of all Priority Claims.

14 2. Class 2 (CCC Claim)

15 Class 2 consists of the CCC Claim.

16 3. Class 3 (Leckrone Secured Claim)

17 Class 3 consists of the “Leckrone Secured Claim,” Mr. Leckrone’s secured claim that is
18 here a Disputed Claim.

19 4. Class 4 (Venkidu Claim)

20 Class 4 consists of the Venkidu Secured Claim.

21 5. Class 5 (Administrative Convenience Claims)

22 Class 5 consists of all Administrative Convenience Claims.

23 6. Class 6 (Non-Insider General Unsecured Claims)

24 Class 6 consists of **non-insider** general Unsecured Claims not included or provided for in
25 any other Class, including all Unsecured Claims of vendors and trade Creditors for goods
26 delivered or services provided to the Debtor prior to the Petition Date.

27 7. Class 7 (Employee Claims)

28 Class 7 consists of all Employee Claims.

1 8. Class 8 (Non-Insider 13% Claims)

2 Class 8 consists of all Non-insider 13% Claims.

3 9. Class 9 (Insider 13% Claims)

4 Class 9 consists of all insider 13% Claims.

5 10. Class 10 (Insider Unsecured Claims)

6 Class 10 consists of all Insider Unsecured Claims.

7 11. Class 11 (Rejected Executory Contract Claims)

8 Class 11 consists of any Claims resulting from Rejected Executory Contracts.

9 12. Class 12 - Interests

10 Class 12 consists of those parties who hold interests in Debtor TPL.

11 **III. TREATMENT OF UNCLASSIFIED CLAIMS**

12 Unclassified Claims shall be treated as follows:

13 **Administrative Claims.**

14 Except to the extent that the holder of a particular Administrative Claim has agreed to a
15 different treatment of such Claim, each holder of an Allowed Administrative Claim shall be paid
16 in cash, in full upon the later of: (a) the Effective Date; (b) if such Claim is initially a Disputed
17 Claim, if and when it becomes an Allowed Administrative Claim; or (c) if such Claim is incurred
18 after the Petition Date in the ordinary course of the Debtor's business, within such time as
19 payment is due pursuant to the terms giving rise to such Claim or as otherwise authorized by the
20 Bankruptcy Court.

21 Any request for allowance of an Administrative Claim, other than Professional Fee
22 Claims (discussed below), must be filed on or before the Administrative Claims Bar Date. If the
23 holder of an Administrative Claim does not file and serve a request for payment of such Claim
24 on or before the Administrative Claims Bar Date, the holder shall be forever barred from
25 asserting such Claim or receiving any payment on account of such Claim. Any objection to the
26 allowance of an Administrative Claim (excluding any Professional Fee Claims) shall be filed no
27 later than the Administrative Claims Objection Deadline. If no objection to the applicable
28 Administrative Claim is filed on or before that date, such Administrative Claim shall be deemed

1 Allowed as of that date. The foregoing is in full and final satisfaction of all Administrative
2 Claims.

3 **Professional Fee Claims.**

4 All final requests for payment of Professional Fee Claims must be filed with the
5 Bankruptcy Court and served on the Chapter 11 Trustee, the Reorganized Company, the United
6 States Trustee and other parties as designated by the Bankruptcy Court or applicable rules no
7 later than forty (40) days after the Effective Date. After notice and a hearing in accordance with
8 the procedures established by the Bankruptcy Code and prior orders of the Bankruptcy Court in
9 the Bankruptcy Case, if any, the Allowed Amounts of such Professional Fee Claims will be
10 determined by the Bankruptcy Court and, once Allowed pursuant to entry of an order by the
11 Bankruptcy Court, will be paid as promptly as practicable by the Reorganized Company.
12 Objections to Professional Fee Claims must be filed and served on the Chapter 11 Trustee, the
13 Reorganized Company, and the requesting party no later than seven (7) days prior to the hearing
14 on the applications for compensation by the Professionals.

15 **Priority Tax Claims.**

16 Except to the extent that the holder of a particular Priority Tax Claim has agreed to a
17 different treatment of such Claim, each holder of an Allowed Priority Tax Claim shall be paid in
18 cash, in full upon the later of: (a) the Effective Date; and (b) if such Claim is initially a Disputed
19 Claim, if and when it becomes an Allowed Priority Tax Claim. The foregoing is in full and final
20 satisfaction of all Priority Tax Claims.

21 **IV. THERE ARE NO UNIMPAIRED CLAIMS UNDER THE 10/29/2014 MMP PLAN**

22 All classes of claims are impaired under the 10/29/2014 MMP Plan. See treatment below.

23 **V. TREATMENT OF CLASSES OF CLAIMS AND INTERESTS**
24 **THAT ARE IMPAIRED UNDER THE 10/29/2014 MMP PLAN**

25 **A. Impaired Classes.**

26 Holders of Claims in each and all of Classes 1-10 are Impaired under the 10/29/2014
27 MMP Plan and shall receive the treatment below. Under the Bankruptcy Code, "impaired" when
28 used as an adjective preceding the words "class of claims" or "class of equity interest" means that

1 the Plan alters the legal, equitable or contractual rights of the members of that class. Creditors in
2 Class 11 (those having purported claims arising as a result of contracts rejected under the
3 10/29/2014 MMP Plan), if any, being nonexistent prior to plan confirmation and unknown at this
4 writing or until plan confirmation, are neither impaired nor entitled to vote on the 10/29/2014
5 MMP Plan.

6 **B. Classes 1-10**

7 **1. Class 1 (Priority Claims)**

8 Holders of Allowed Priority Claims shall receive the following treatment under the
9 10/29/2014 MMP Plan: Except to the extent that the holder of a particular Allowed Priority
10 Claim has agreed to a less favorable treatment of such Claim, each holder of an Allowed Priority
11 Claim shall be paid in cash from the Claims Trust Account, in full upon the Effective Date; or (b)
12 if such Claim is initially a Disputed Claim, when and if it becomes an Allowed Claim. The
13 foregoing is in full and final satisfaction of all Class 1 Claims. To the extent the holder of an
14 Allowed Priority Claim also holds an Allowed Claim in excess of the amount of its Allowed
15 Priority Claim, such excess shall be treated as an Unsecured Claim in Class 6.

16 **2. Class 2 (CCC Claim)**

17 Pursuant to § 1129(b)(2)(A)(i) of the Bankruptcy Code and the Cash Collateral Order,
18 CCC shall retain all valid and perfected liens, security interests and other encumbrances affecting
19 property of the Debtor or the Reorganized Company granted in favor of CCC prior to the
20 Effective Date, including those granted in the Cash Collateral Order, with respect to the CCC
21 Claim to the extent of the Allowed Secured Claim of CCC.

22 CCC shall receive on account of its Class 2 Allowed Secured Claim payment in full with
23 interest at the 5% interest rate set forth in that certain STIPULATION REGARDING USE OF CASH
24 COLLATERAL (CUPERTINO CITY CENTER) attached to the CCC Claim, such interest deemed to
25 accrue from the Petition Date. Payment on account of the Allowed Secured Claim of CCC shall
26 be made from the Claims Trust Account, and shall be given in four equal quarterly payments,
27 beginning on the Effective Date.

28 Upon full satisfaction of the Allowed CCC Claim as a Class 2 claim, all liens, security

1 interests and other encumbrances affecting property of TPL or the Reorganized Company
2 granted in favor of CCC shall automatically be extinguished and terminated.

3 The foregoing is in full and final satisfaction of all Class 2 Claims.

4 **3. Class 3 (Leckrone Secured Claim)**

5 Because Venkidu lost perfection of his secured claim in 2012, and Leckrone's purported
6 contract with TPL came into alleged existence before 2012, the Leckrone Secured Claim has
7 been afforded second priority among the TPL secured claims, to be paid or funded (subject to
8 resolution of its Disputed Claim status) behind the claims in Class 1 and Class 2. Unless
9 otherwise provided by order of the Bankruptcy Court, pursuant to § 1129(b)(2)(A)(i) of the
10 Bankruptcy Code and the Cash Collateral Order, the Leckrone Secured Claim shall be entitled to
11 all valid and perfected liens, security interests and other encumbrances affecting property of the
12 Debtor or the Reorganized Company granted in favor of Leckrone prior to the Effective Date,
13 including those granted in the Cash Collateral Order.

14 The Class 3 Leckrone Secured Claim is deemed a Disputed Claim by the 10/29/2014
15 MMP Plan. Within 30 days of the Effective Date, the Chapter 11 Trustee shall file an objection
16 to the Leckrone Secured Claim and shall commence an adversary proceeding to avoid, re-
17 characterize and/or to subordinate such Secured Claim (absent negotiation with Leckrone
18 resulting in his subordination of the alleged Leckrone Secured Claim behind all claims of non-
19 insider Creditors).

20 Absent resolution of the above-referenced adversary proceeding, or settlement through
21 subordination as described above, and following payment in full of the Class 2 Claims, the
22 Chapter 11 Trustee shall make provision for payment of the Leckrone Secured Claim by funding
23 the Leckrone Claim Set Aside in the Disputed Reserve Account, utilizing the Quarterly
24 Payment(s) received after payment in full of the Class 2 Claims for that purpose. The Leckrone
25 Claim Set Aside shall accrue and remain until there is a Final Order determining the amount of
26 the Allowed Leckrone Claim (including interest from the date of filing at the rate of 5% simple
27 interest from the Petition Date); provided, however, that the Bankruptcy Court shall have the
28 power to reduce the amount of the Leckrone Claim Set Aside upon motion by the Chapter 11

1 Trustee or by any other party in interest. Upon entry of a Final Order (plus time for appeal)
2 determining the amount of the Allowed Leckrone Claim, the Leckrone Claim Set Aside shall be
3 used in whole or in part for payment of the Allowed Leckrone Claim in the appropriate amount,
4 plus interest, and the Leckrone Claim Set Aside shall be terminated. To the extent there are
5 funds remaining in the Leckrone Claim Set Aside after payment of the Allowed Amount of the
6 Leckrone Claim, such excess funds shall be returned to the Claims Trust Account and accounted
7 for as a portion of the next Quarterly Payment received.

8 Upon satisfaction and/or treatment of the Allowed Leckrone Claim pursuant to this Class
9 3, all liens, security interests and other encumbrances affecting property of Debtor TPL or the
10 Reorganized Company granted in favor of Leckrone shall automatically be extinguished and
11 terminated.

12 The foregoing is in full and final satisfaction of all Class 3 Claims.

13 **4. Class 4 (Venkidu Claim)**

14 Because Venkidu lost perfection of his secured claim in 2012, the 10/29/2014 MMP Plan
15 affords third secured creditor priority to the Venkidu Claim among the secured claims in this
16 Bankruptcy Case. Unless otherwise provided by order of the Bankruptcy Court, pursuant to §
17 1129(b)(2)(A)(i) of the Bankruptcy Code and the Cash Collateral Order, Venkidu shall retain all
18 valid and perfected liens, security interests and other encumbrances affecting property of the
19 Debtor or the Reorganized Company granted in favor of Venkidu prior to the Effective Date,
20 including those granted in the Cash Collateral Order, with respect to the Venkidu Claim to the
21 extent of the Secured Claim of Venkidu is an Allowed Claim.

22 After payment in full, or reservation for, the Allowed Secured Claims in Class 2 and
23 Class 3, Venkidu, on account of the Venkidu Secured Claim, shall be paid 100% of the Quarterly
24 Payment received by the Claims Trust Account, until the Allowed Secured Venkidu Claim has
25 been paid in full together with 7% simple interest per annum from the Petition Date.

26 Upon satisfaction and/or treatment of the Venkidu Claim pursuant to this Class 4, all
27 liens, security interests and other encumbrances affecting property of Debtor TPL or the
28 Reorganized Company granted in favor of Venkidu shall automatically be extinguished and

1 terminated.

2 The foregoing is in full and final satisfaction of all Class 4 Claims.

3 **5. Class 5 (Administrative Convenience Claims)**

4 On the Effective Date, each holder of a Class 5 Allowed Administrative Convenience
5 Claim shall receive directly from the Claims Trust Account a single cash payment in the amount
6 of its Allowed Claim, not to exceed \$5,000.00, which payment shall be in full and final
7 satisfaction of each respective Class 5 Claim. If at the time Distributions are made to Class 5, a
8 holder of a Class 5 Claim is a Disputed Claim, payment on the Claim shall be deferred until such
9 time and to the extent such Disputed Claim is Allowed.

10 The foregoing is in full and final satisfaction of all Class 5 Claims.

11 **6. Class 6 (Non-Insider General Unsecured Claims)**

12 Holders of Class 6 Allowed Claims shall receive payment in full over time as follows:
13 Holders of Allowed 6 Claims shall be deemed Allowed in an amount equal to 100% of their
14 Claims, and will receive quarterly *pro rata* payments of (i) 100% of the Quarterly Payment from
15 the Creditor Claims Trust after Allowed Claims in Class 1, Class 2, Class 3, Class 4 and Class 5
16 have been paid, or reserved for, in full and (ii) interest on their claims from the Petition Date
17 calculated at five percent *per annum*.

18 The foregoing is in full and final satisfaction of all Class 6 Claims.

19 **7. Class 7 (Employee Claims)**

20 Holders of Class 7 Allowed Claims shall receive payment in full over time as follows:
21 Holders of Allowed 7 Claims shall be deemed Allowed in an amount equal to 100% of their
22 Claims, and will receive quarterly *pro rata* payments of (i) 50% of the Quarterly Payment from
23 the Creditor Claims Trust after Allowed Claims in Class 1, Class 2, Class 3, Class 4, Class 5 and
24 Class 6 have been paid, or reserved for, in full and (ii) interest on their claims from the Petition
25 Date calculated at five percent *per annum*.

26 The foregoing is in full and final satisfaction of all Class 7 Claims.

27 **8. Class 8 (Non-Insider 13% Claims)**

28 Holders of Class 8 Allowed Claims shall receive payment in full over time as follows:

1 Holders of Allowed 8 Claims shall be deemed Allowed in an amount equal to 100% of their
2 Claims, and will receive quarterly *pro rata* payments of (i) 100% of the Quarterly Payment from
3 the Creditor Claims Trust after Allowed Claims in Class 1, Class 2, Class 3, Class 4, Class 5,
4 Class 6, and Class 7 have been paid, or reserved for, in full and (ii) interest on their claims from
5 the Petition Date calculated at five percent *per annum*.

6 The foregoing is in full and final satisfaction of all Class 8 Claims.

7 **9. Class 9 (Insider 13% Claims)**

8 Holders of Class 9 Allowed Claims shall receive payment in full over time as follows:
9 Holders of Allowed 9 Claims, if not disputed, shall be deemed Allowed in full, following the
10 payment in full of, or reservation for, Allowed Claims in Class 1, Class 2, Class 3, Class 4, Class
11 5, Class 6, Class 7 and Class 8, and shall receive *pro rata* distributions of 100% of the Quarterly
12 Payment, up to the full Allowed Claims amount, without interest, in accordance with the timing
13 and schedule set forth at Section VII-F-4 of the 10/29/2014 MMP Plan.

14 The foregoing is in full and final satisfaction of all Class 9 Claims.

15 **10. Class 10 (Insider Unsecured Claims)**

16 Holders of Class 10 Allowed Claims shall receive payment in full over time
17 as follows: Holders of Allowed 10 Claims, if not disputed, shall be deemed Allowed in an
18 amount equal to 20% of their claims, following the payment in full of, or reservation for,
19 Allowed Claims in Class 1, Class 2, Class 3, Class 4, Class 5, Class 6, Class 7, Class 8 and Class
20 9, and shall receive *pro rata* distributions of 100% of the Quarterly Payment, up to the full
21 Allowed Claims amount, without interest, in accordance with the timing and schedule set forth at
22 Section VII-F-4 of the 10/29/2014 MMP Plan. The foregoing is in full and final satisfaction of
23 all Class 10 Claims

24 **11. Class 11 (Rejected Executory Contracts)**

25 Holders of Class 11 Allowed Claims shall receive payment over time as follows:
26 Holders of Class 11 Claims, if not disputed shall be deemed Allowed in full, and following the
27 payment in full of, or reservation for, Allowed Claims in Class 1, Class 2, Class 3, Class 4, Class
28 5, Class 6, Class 7, Class 8, Class 9 and Class 10, shall receive *pro rata* Distributions of 100% of

1 the Quarterly Payment, up to the full Allowed Amounts, together with interest at three percent
 2 *per annum* from the Confirmation Date, in accordance with the timing and schedule set forth at
 3 Section VII-A-4 of the 10/29/2014 MMP Plan.

4 The foregoing is in full and final satisfaction of all Class 11 Claims.

5 **12. Class 12 (Interests)**

6 On the Effective Date, all Interests in TPL, and all rights and powers which relate to,
 7 arise from and are received and granted therefrom, shall be transferred to the Creditor Trust
 8 Trustee. At such time as Allowed Claims in Classes 1 through 11 are paid in full, the Chapter 11
 9 Trustee shall transfer all Interests back to the Interest Holder.

10 The foregoing is in full and final satisfaction of all Class 12 Interests.

11 **C. Class Members**

12 The table below lists all class members, their Class, Priority amount, Secured amount and
 13 total amount claimed. Note: Some of the claims listed below may be duplicates, some may be
 14 disputed as well and therefore may be eliminated, reduced or reclassified from the list of claims.

Class	Creditor	Amt Claimed	Amt Scheduled by TPL	Priority / Type
1	State of California Franchise Tax Board Special Procedures Section PO Box 2952 Sacramento CA 95812	\$800.00	\$0.00	Taxes and Certain Other Debt
1	Internal Revenue Service PO Box 7346 Philadelphia PA 19101	\$2,200.00	\$0.00	Taxes and Certain Other Debt
1	William Martin 8151 Park Villa Circle Cupertino CA 95014		\$11,725.00	Wages, Salaries and Commissions *See also unsecured claim for remainder

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Class	Creditor	Amt Claimed	Amt Scheduled by TPL	Priority / Type
1	Susan L. Anhalt 26018 Trana Circle Calabasas CA 91302	\$11,725.00	\$11,725.00	Wages, Salaries and Commissions *See also unsecured claim for remainder
1	Nicholas Antonopoulos 4355 Montmorency Court San Jose CA 95118	\$11,725.00	\$11,725.00	Wages, Salaries and Commissions *See also unsecured claim for remainder
1	Michael Montvelishsky 530 El Camino Real, #102 Burlingame CA 94010		\$11,725.00	Wages, Salaries and Commissions *See also unsecured claim for remainder
1	Lucille A. Ruble 333 Avenida Nogales San Jose CA 95123		\$1,819.64	Wages, Salaries and Commissions
1	Lisa A. Tarazon 2133 Monroe St., Apt. 1 Santa Clara CA 950501		\$576.12	Wages, Salaries and Commissions
1	Joseph Stasiuk 2116 Whelan Avenue San Leandro CA 94577		\$10,788.47	Wages, Salaries and Commissions
1	Eric Saunders P.O. Box 2215 Arnold CA 95223	\$36,250.02	\$11,191.00	Wages, Salaries and Commissions *See also unsecured claim for remainder

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Class	Creditor	Amt Claimed	Amt Scheduled by TPL	Priority / Type
1	Dwayne R. Hannah 32920 Oakdale St. Union City CA 94587	\$11,725.00	\$11,725.00	Wages, Salaries and Commissions *See also unsecured claim for remainder
1	Donna J. Brockett 945 Palmilla Drive Modesto, CA 95356		\$1,456.53	Wages, Salaries and Commissions
1	Janet E. Neal "Sandhurst" Shrubbs Hill Lane, Sunningdale Berkshire SL5 OLD, U.K.	\$1,340,160.00	\$11,725.00	Priority portion of incentive compensation *See also unsecured claim for remainder
1	Mike Davis	\$2,203,502.00	\$11,725.00	Priority portion of incentive compensation
1	Mac Leckrone 22701 San Juan Rd. Cupertino CA 95014	\$11,725.00	\$11,725.00	Priority portion of incentive compensation
1	Daniel E. Leckrone 7029 Silver Fox Drive San Jose CA 95120	\$11,725.00	\$11,725.00	Priority portion of incentive compensation *See also unsecured claim for remainder
2	Cupertino City Center Bldgs. c/o Christopher H. Hart Schnader Harrison Segal & Lewis LLP One Montgomery Street, Suite 220 San Francisco, CA 94104	\$711,200.00	\$804,680.00	Secured

Class	Creditor	Amt Claimed	Amt Scheduled by TPL	Priority / Type
3	Daniel E. Leckrone 7029 Silver Fox Drive San Jose CA 95120	\$4,872,284.00	\$4,872,284.00	Secured
4	Arockiyaswamy Venkidu c/o Javed I. Ellahie Ellahie & Farooqui LLP 12 S. First St., Suite 600 San Jose CA 95113	\$5,344,331.00	\$5,344,331.00	Secured
5	A T&T 14575 Presidio Square, Room CR Houston TX 77083		\$567.25	Administrative Convenience
5	CPA Global Liberation House Castle Street, St. Heller Jersey, Channel Islands JE1 1BL	\$2,186.52	\$15,185.44	Administrative Convenience
5	Daniel E. Leckrone 7029 Silver Fox Drive San Jose CA 95120		\$4,953.56	Administrative Convenience
5	Federal Express Revenue Services 3965 Airways, Module G Memphis TN 38116		\$212.94	Administrative Convenience
5	Greg Goodere 17331 Hendry Drive Morgan Hill CA 95037		\$4,840.00	Administrative Convenience
5	Henneman & Associates PLC 70 N. Main Street Three Rivers MI 49093		\$1,520.00	Administrative Convenience
5	MegaPath DEPT 0324 P.O. Box 12034 Dallas TX 75312		\$439.63	Administrative Convenience
5	Ricoh USA, Inc. 1516 W. 17th St., Suite 103 Tempe AZ 85281		\$918.87	Administrative Convenience

10/29/2014 MOORE MONETIZATION PLAN OF REORGANIZATION - 30

In Re: Technology Properties Limited, LLC, Debtor; Case No. 13-51589-SLJ-11
{2655/06/00041512.DOCX}

Class	Creditor	Amt Claimed	Amt Scheduled by TPL	Priority / Type
5	Stewart and Stewart 2100 M Street, N.W. Washington DC 20037		\$5,000.00	Administrative Convenience
5	William Martin 8151 Park Villa Circle Cupertino CA 95014		\$2,515.00	Administrative Convenience
5	Susan L. Anhalt 26018 Trana Circle Calabasas CA 91302		\$4,423.43	Administrative Convenience
5	Michael Montvelishsky 530 El Camino Real, #102 Burlingame CA 94010		\$4,934.30	Administrative Convenience
6	Charles H. Moore c/o Chiles and Prochnow, LLP 2600 El Camino Real, Suite 412 Palo Alto, CA 94306-1719	\$30,195,000.00	\$0	General Unsecured/ Contingent
6	BMW Financial Services 555 Britton Parkway Hilliard OH 43026		\$29,336.00	General Unsecured
6	Acer America Corp.; Acer, Inc. c/o Harold H. Davis, Jr. Esq. K&L Gates LLP Four Embarcadero Center, Ste. 1200 San Francisco CA 94111	Unknown	\$0.00	General Unsecured
6	Adelson, Hess & Kelly 577 Salmar Avenue Campbell CA 95008	\$19,510.66	\$18,436.35	General Unsecured
6	Agility IP Law 149 Commonwealth Drive Suite 1033 Menlo Park CA 94025		\$1,083,328.90	General Unsecured

10/29/2014 MOORE MONETIZATION PLAN OF REORGANIZATION - 31

In Re: Technology Properties Limited, LLC, Debtor; Case No. 13-51589-SLJ-11
{2655/06/00041512.DOCX}

Class	Creditor	Amt Claimed	Amt Scheduled by TPL	Priority / Type
6	American Express Travel Related Services Company, Inc. c/o Becket and Lee LLP POB 3001 Malvern, PA 19355- 0701	13-\$18,536.01 14-\$1,043.50 15-\$6,281.60	\$95,664.13	General Unsecured
6	Andrew Fulop 181 Lahainaluna Rd., Suite L Lahaina HI 96761		\$6,118.25	General Unsecured
6	Beresford & Co. 16 High Holborn London, WC1V 6BX	\$2,257,215.00	\$2,257,215.78	General Unsecured
6	Blumbach-Zinngrebe Postfach 6208 Wisebaden, Germany	\$120,000.00	\$214,913.02	General Unsecured
6	Cypress Hotel 10050 S. De Anza Blvd. Cupertino CA 95014		\$33,330.00	General Unsecured
6	Dennis Miller 1773 W. Goldfish Way Chandler AZ 85286		\$15,625.00	General Unsecured
6	Deqi International Property Law Corp. 7/F, Xueyuan International Tower No. 1 Zhichun Road Beijing, China 10008		\$12,757.48	General Unsecured
6	Dr. Juergen Leib Duchess Avenue 50 #04-05 Singapore 269196		\$10,000.00	General Unsecured
6	Farella, Braun + Martel LLP Attn: Gary M. Kaplan, Esq. 235 Montgomery St., 18th Floor San Francisco CA 94104	\$640,579.41	\$572,701.09	General Unsecured

10/29/2014 MOORE MONETIZATION PLAN OF REORGANIZATION - 32

In Re: Technology Properties Limited, LLC, Debtor; Case No. 13-51589-SLJ-11
{2655/06/00041512.DOCX}

Class	Creditor	Amt Claimed	Amt Scheduled by TPL	Priority / Type
6	First Insurance Funding Corp. of CA 450 Skokie Blvd., Suite 1000 Northbrook IL 60062		\$55,245.05	General Unsecured
6	General Electric Capital Corp. PO Box 35701 Billings MT 59107	\$108,633.81	\$114,981.00	General Unsecured
6	Gleiss Lutz Bleichstrasse 8-10 40211 Dusseldorf Germany		\$55,245.05	General Unsecured
6	Greenberg Traurig, LLP 1900 Univesity Ave. Suite 500 E. Palo Alto CA 94303		\$21,567.25	General Unsecured
6	Kilpatrick Townsend & Stockton, LLP Attn: Michael D. Langford, Esq. 1100 Peachtree Street NE, Suite 2800 Atlanta, GA 30309	\$1,447,201.43	\$1,450,934.43	General Unsecured
6	Liu, Shen & Associates P.O. Box 9055, 10th Floor Hanhai Plaza (1+ 1 Plaza) 10 Caihefang Rd., Haidian District Beijing 10008, China		\$17,565.02	General Unsecured
6	Nixon Peabody LLP 2 Palo Alto Square 3000 El Camino Real, Suite 500 Palo Alto CA 94306	\$158,747.91	\$158,747.91	General Unsecured

10/29/2014 MOORE MONETIZATION PLAN OF REORGANIZATION - 33

In Re: Technology Properties Limited, LLC, Debtor; Case No. 13-51589-SLJ-11
{2655/06/00041512.DOCX}

Class	Creditor	Amt Claimed	Amt Scheduled by TPL	Priority / Type
6	Okabe International Patent Office NO 602 Fuji Building 2-3 Marunouchi-3-Chome Chiyoda-KU Tokyo, Japan		\$10,900.56	General Unsecured
6	Onda Techno Intl. Patent Attorneys at Law 12-1Omiya-Cho 2-Chome Gifu City, Japan		\$7,575.88	General Unsecured
6	OneBeacon Insurance Company c/o Gary R. Selvin Selvin Wrath Halman LLP 505 14th Street, Suite 1200 Oakland, CA 94612	\$1,172,368.46		General Unsecured
6	Patriot Scientific Corp. 701 Palomar Airport Road, Suite 170 Carlsbad CA 92011	\$2,173,813.50	\$0.00	General Unsecured
6	Patriot Scientific Corp. c/o Gregory J. Charles, Esq. Law Offices of Gregory J. Charles 2131 The Alameda, Suite C-2 San Jose CA 95126	\$1,042,500.00	\$1,042,500.00	General Unsecured
6	Porter Wright Morris & Arthur LLP 41 South High Street Columbus OH 43215		\$22,146.38	General Unsecured
6	Ropers Majeski Kohn Bentley 50 W. San Fernando St., Suite 1400 San Jose CA 95113		\$88,457.72	General Unsecured

10/29/2014 MOORE MONETIZATION PLAN OF REORGANIZATION - 34

In Re: Technology Properties Limited, LLC, Debtor; Case No. 13-51589-SLJ-11
{2655/06/00041512.DOCX}

Class	Creditor	Amt Claimed	Amt Scheduled by TPL	Priority / Type
6	Shore Chan DePumpo, LLP Mark H. Ralston c/o Estes Okon Thorne & Carr Pllc 3500 Maple Ave., Suite 1100 Dallas TX 75219		\$104,741.03	General Unsecured
6	Subramaniam, Nataraj & Associates E- 556 Greater Kailashit New Delhi, India		\$28,637.00	General Unsecured
6	Tani & Abe c/o Takayuki Umezawa No. 6-20 Akasaka 2 Chrome Tokyo, Japan		\$83,968.07	General Unsecured
6	The Hoffman Agency 70 No. Second Street San Jose CA 95113		\$15,000.00	General Unsecured
6	The Simon Law Firm, P.C. 800 Market St., Suite 1700 Saint Louis MO 63101		\$9,507.73	General Unsecured
6	TKO, Inc. 51 East Campbell Ave., Suite 109 Campbell CA 95008		\$18,745.00	General Unsecured
6	Zlatan Ribic, Ph.D. Altmannsdorferstrasse 154-156 1230 Wien/Vienna Austria	\$422,880.00	\$369,960.00	General Unsecured
6	GreenArrays, Inc. 774 Mays Blvd #10 PMB 320 Incline Village, NV 89451		\$0.00	General Unsecured

10/29/2014 MOORE MONETIZATION PLAN OF REORGANIZATION - 35

In Re: Technology Properties Limited, LLC, Debtor; Case No. 13-51589-SLJ-11
{2655/06/00041512.DOCX}

Class	Creditor	Amt Claimed	Amt Scheduled by TPL	Priority / Type
6	National Union Fire Insurance Company of Pittsburg 180 Maiden Lane, 37th Floor New York, New York 10038		\$0.00	General Unsecured
6	Nikon Corporation c/o Morrison & Foerster LLP Attn: G. Larry Engel 425 Market Street San Francisco, CA 94105-2482		\$0.00	General Unsecured
6	Phil Marcoux Individually and as Seller's Rep. for Certain Former Chipscale, Inc. Shareholder 335 Chatham Way Mountain View, CA 94040	\$425,000.00	\$425,000.00	General Unsecured
6	Eric Saunders P.O. Box 2215 Arnold CA 95223		\$40,240.20	General Unsecured
6	Dwayne R. Hannah 32920 Oakdale St. Union City CA 94587		\$8,622.09	General Unsecured
6	Chester A. Brown, Jr. and Marcie Brown c/o Sallie Kim, Esq. GCA Law Partnership, LLP 2570 W. El Camino Real, Suite 510 Mountain View, CA 94040	\$10,028,429.00	\$10,028,429.00	General Unsecured
6	Nicholas Antonopoulos 4355 Montmorency Court San Jose CA 95118		\$17,237.93	General Unsecured

10/29/2014 MOORE MONETIZATION PLAN OF REORGANIZATION - 36

In Re: Technology Properties Limited, LLC, Debtor; Case No. 13-51589-SLJ-11
{2655/06/00041512.DOCX}

Class	Creditor	Amt Claimed	Amt Scheduled by TPL	Priority / Type
7	Nicholas Antonopoulos 4355 Montmorency Court San Jose CA 95118	\$2,607,962.93	\$2,579,000.00	Employee Unsecured
7	Janet E. Neal "Sandhurst" Shrubbs Hill Lane, Sunningdale Berkshire SL5 OLD, U.K.	\$1,340,160.00	\$1,340,160.00	Employee Unsecured
7	Dwayne R. Hannah 32920 Oakdale St. Union City CA 94587	\$1,734,914.09	\$1,734,914.09	Employee Unsecured
7	Robert K. Neilson 7021 Sunbird Circle Carlsbad CA 92011	\$1,245,000.00	\$306,107.00	Employee Unsecured
7	Nicholas Antonopoulos 4355 Montmorency Court San Jose CA 95118	\$600,473.00	\$0.00	Employee Unsecured
7	Mac Leckrone 22701 San Juan Rd. Cupertino CA 95014	\$10,619,822.00	\$2,141,232.00	Insider Unsecured
7	Mike Davis 10680 Cordova Rd., Cupertino, CA 95014	\$2,203,502.00	\$977,060.00	Insider Unsecured
8	Estate of James V. Kirkendall c/o Brent Kirkendall 622 Hilary Circle, Sugarland TX, 77498	\$455,000.00	\$455,000.00	13% Non-insider 13% Unsecured
8	Todd Kirkendall 2115 Homet Rd. San Marino CA 91108	\$228,884.00	\$228,884.00	13% Non-insider 13% Unsecured
8	Alan Marsh 6352 Huntington Lakes Circle, Unit 101 Naples FL 34119	\$539,808.00	\$457,687.00	13% Non-insider 13% Unsecured

Class	Creditor	Amt Claimed	Amt Scheduled by TPL	Priority / Type
9	D. Mac Leckrone 22701 San Juan Rd. Cupertino CA 95014	\$8,478,590.00	\$9,012,285.62	13% Insider Unsecured
9	John C. Leckrone 130 Regent Drive Los Gatos CA 95032	\$8,491,090.00	\$9,012,285.62	13% Insider Unsecured
9	Susan L. Anhalt 26018 Trana Circle Calabasas CA 91302	\$8,379,952.00	\$9,012,285.62	13% Insider Unsecured
10	Daniel E. Leckrone 7029 Silver Fox Drive San Jose CA 95120		\$47,376.47	Insider Unsecured
10	Alliacense Limited LLC Peter C. Califano, Esq. c/o Cooper White & Cooper LLP 201 California Street, Suite 1700 San Francisco, CA 94111	\$1,704,861.00	\$1,704,861.00	Insider Unsecured
10	Interconnect Portfolio LLC 20883 Stevens Creek Blvd., Suite 100 Cupertino CA 95014	\$1,387,375.00	\$1,387,375.00	Insider Unsecured

Creditor Payout by Class

Class	Priority Amt	Secured Amt	TPL Amt	Expected Amt
1	\$131,357		\$131,357	\$131,357
2		\$804,680	\$804,680	\$804,680
3		\$4,872,284	\$4,872,284	\$974,457
4		\$5,344,331	\$5,344,331	\$5,344,331
5			\$45,510	\$45,510
6			\$18,545,380	\$18,545,380
7			\$5,960,181	\$5,960,181
8			\$4,259,863	\$4,259,863
9			\$27,036,857	\$5,407,371
10			\$3,139,612	\$627,922
Total	\$131,357	\$11,021,295	\$70,140,055	\$42,101,053

1 **VI. IMPAIRMENT OF CLASSES; VOTING OF CLAIMS**

2 Each and all of Class 1, Class 2, Class 3, Class 4, Class 5, Class 6, Class 7, Class 8, Class
3 9 and Class 10 are Impaired by the Plan and are entitled to vote on the Plan. Each holder of an
4 Allowed Claim in an Impaired Class of Claims shall be entitled to vote separately to accept or
5 reject the 10/29/2014 MMP Plan. For purposes of calculating the number of Allowed Claims in
6 a Class that has voted to accept or reject the Plan under § 1126(c) of the Bankruptcy Code, all
7 Allowed Claims in such Class held by one Person or Entity or its “affiliate” (as defined in the
8 Securities Act of 1933 and the rules and regulations promulgated with respect to such Act) shall
9 be aggregated and treated as one Allowed Claim in such Class; provided, however, that Claims
10 acquired by a Person or Entity from unrelated Entities shall not be aggregated for purposes of
11 voting.

12 **VII. MEANS FOR EXECUTION OF THE PLAN**

13 **A. Business Operations and Expenses of the Reorganized Company.**

14 Under supervision and management by the Chapter 11 Trustee, the Reorganized
15 Company will continue segments of TPL’s business operations (licensing and litigation
16 concerning the non-MMP portfolios of patents, following review and evaluation of the non-
17 MMP portfolios as to their viability and profitability), while taking TPL’s MMP Portfolio
18 licensing and litigation operations in a new and productive direction.

19 At the outset, the Chapter 11 Trustee will review the Reorganized Company’s operations.
20 Company administration has already been reduced to minimal levels, and that low-overhead
21 staffing will continue. The Chapter 11 Trustee (whose anticipated compensation will be no more
22 than \$240,000 per annum, exclusive of benefits) will retain an Administrative Assistant of the
23 Chapter 11 Trustee’s choosing at a salary of not more than \$72,000 per annum, exclusive of
24 benefits. The Chapter 11 Trustee shall in addition hire accountants and counsel, but the total
25 annual budget for TPL shall not exceed \$1,000,000.

26 The Chapter 11 Trustee shall cause the Reorganized Company to establish the WCR at its
27 designated \$1,000,000 level, with the WCR funded by withholding from revenue the Quarterly
28 Payment up to \$1,000,000 over no fewer than two full calendar quarters after the Effective Date.

1 If at any subsequent time the WCR is reduced to less than \$1,000,000, the Chapter 11 Trustee
2 shall withhold from Quarterly Payment revenues the amount necessary to replenish the WCR to
3 its \$1,000,000 level.

4 **B. New Management**

5 The 10/29/2014 MMP Plan contemplates that for the duration of the Plan, Mr. Leckrone
6 will be removed and isolated from management or supervision of TPL's operations. The Chapter
7 11 Trustee will function as the Chief Executive Officer and Chairman of the Board of TPL while
8 the 10/29/2014 MMP Plan is in effect.

9 Within thirty days (30 days) of entry of a Bankruptcy Court Order removing the debtor-
10 in-possession and ordering the appointment of a Chapter 11 Trustee (or at a later time of the
11 Court's choosing should an interim Chapter 11 Trustee be appointed to facilitate the transition to
12 the 10/29/2014 MMP Plan), the United States trustee shall convene a meeting of the creditors for
13 the purpose of electing a Chapter 11 Trustee to manage and supervise Debtor TPL, under the
14 provisions of 11 U.S.C. §§ 1104(b)(1) and 702 (a), (b), and (c). Upon election, the Chapter 11
15 Trustee will perform the duties and responsibilities, and possess and be charged with, the rights,
16 powers and liabilities, set out in the Bankruptcy Code and under the Bankruptcy Rules, and
17 specified in this 10/29/2014 MMP Plan, including but not limited to:

- 18 1. Performing the duties described in 11 U.S.C. § 1106 [excepting the duty to file a
19 reorganization plan imposed by 11 U.S.C. § 1106(a)(5)];
- 20 2. Acting as Chairman and CEO of the Reorganized Company until the 10/29/2014
21 MMP Plan has concluded and the Bankruptcy Case has terminated;
- 22 3. Prepare the annual TPL strategic business plan and obtaining approval of the
23 same by the TPL Board of Directors;
- 24 4. Managing and supervising the day-to-day operations of TPL;
- 25 5. Reviewing (as to viability and profitability) all non-MMP Portfolio licensing and
26 litigation operations of TPL, disposing of and/or abandoning those non-MMP
27 Portfolio licensing operations that cannot be operated to TPL's benefit, and
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1 managing and operating those non-MMP Portfolio licensing and litigation
2 operations that are determined to be productive assets of TPL;

- 3 6. Litigating and resolving, through judgment or settlement, the question of
4 allowance of the Disputed Leckrone Secured Claim;
- 5 7. Reviewing any and all pre-bankruptcy transfers of TPL assets to Mr. Leckrone or
6 to his related entities, to determine whether any such transfers should be
7 challenged as fraudulent conveyances or fraudulent transfers; in particular -
8 - the 2012 transfer of licensing rights to the MMP portfolio from Debtor TPL to
9 Alliacense, a company owned by Mr. Leckrone, with no compensation or
10 consideration provided to TPL and with Alliacense gaining entitlement to 20% of
11 gross MMP licensing revenues and the right to payment for “litigation support”
12 services in all TPL-funded litigation;
13 - the transfer of the “OnSpec” portfolio patents to a Leckrone entity, with no
14 compensation or consideration provided to TPL, with TPL funding the acquisition
15 of the patents;
16 - Mr. Leckrone’s acquisition of the “Fast Logic” portfolio of patents in a
17 transaction resulting in (1) a TPL guarantee of Leckrone entity’s payment for the
18 patents, resulting in TPL funds being used to make substantial payments to the
19 seller when the Leckrone entity did not or could not make such payments; (2)
20 TPL-funded Fast Logic litigation in which the Leckrone entity stands to reap
21 millions of dollars from any infringement award without payment of litigation
22 expenses; (3) retention of the Leckrone entity Alliacense for litigation support in
23 that litigation, resulting in risk-free payments of substantial sums to Mr. Leckrone
24 if the litigation went forward; (4) massive exposure of Debtor TPL in the event of
25 loss in that litigation and a prevailing party attorney’s fee award in favor of the
26 defendants, without any exposure for Alliacense and without risk to the otherwise
27 assetless Leckrone entity to which TPL had transferred the FastLogic portfolio;
28 - the acquisition by TPL of the “Chipscale” portfolio of patents, with Debtor TPL

1 liable for payment for the patents (the Chipscale sellers are a creditor in this case),
2 in a transaction in which Mr. Leckrone transferred the Chipscale patents from
3 TPL to himself, with no compensation or consideration provided to TPL, on the
4 same day that TPL acquired those patents;

5 - Mr. Leckrone's unexplained transfer of \$15 million (\$15,000,000.00) from TPL
6 to his company Alliacense, with no apparent basis for the transfer or benefit to
7 TPL, contemporaneously with his claimed "loan" of some \$3.8 million from his
8 personal funds (the result being that Mr. Leckrone's secured claim in this case
9 apparently derives from a loan of Debtor TPL's own money to itself);

10 - TPL's apparent investment of some \$1 million of its funds in a six-bedroom
11 suburban London (England) residence known as "Sandhurst," located at Shrubbs
12 Hill Lane, Sunningdale, Ascot, England, and subsequently identified as the
13 headquarters of TPL's European office of operations. Sandhurst is now listed for
14 sale at an offering price of some \$3 million; it would appear that TPL should be
15 taking steps to recoup its investment and, upon sale, to receive appropriate profit
16 or return on its monies at risk in the Sandhurst venture.

- 17 8. Prosecuting, compromising or dismissing the Retainer Claims;
- 18 9. Dismissing the Browns/TPL Appeal (given provision for payment in full of the
19 Browns Claim – and in effect satisfaction of the Browns Judgment – under the
20 10/29/2014 MMP Plan);
- 21 10. Dismissing what remains of the TPL/Moore 'Roe' Litigation (this case was fully
22 resolved through the January 23, 2013 Settlement; what remains is vanity
23 litigation being conducted by Mr. Leckrone against his former friend Chet Brown,
24 who now holds a \$10 million judgment against TPL that is satisfied under the
25 10/29/2014 MMP Plan);
- 26 11. Reviewing all other pending TPL litigation, to determine whether any can or
27 should be dismissed, compromised or abandoned; in particular, the so-called "Fast
28 Logic" federal court litigation pending in Delaware will be reviewed on a cost-

1 benefit basis to determine whether, in light of the “Markman” decision rendered
2 in that case, it is now being pursued primarily to benefit Mr. Leckrone personally,
3 given the role of his wholly owned company Alliacense in providing fully
4 compensated litigation support in that case without risk to Alliacense of
5 prevailing party attorney’s fees or costs if a judgment is rendered against plaintiff
6 TPL and its co-party.

- 7 12. Employing an Administrative Assistant and such other employees, agents,
8 officers, accountants and counsel as may reasonably be deemed necessary for the
9 successful operation of the Reorganized Company;
- 10 13. Establishing the Claims Trust Account and the Creditor Trust;
- 11 14. Acting as Disbursing Agent to the Bankruptcy;
- 12 15. Assuming the TPL seat on the PDS Operating Committee, or selecting a suitably
13 qualified person for that position to represent TPL’s interests in PDS, and
14 working cooperatively with the Patriot representative on the PDS Operating
15 Committee to select a mutually acceptable individual to fill the third seat on the
16 PDS Operating Committee;
- 17 16. Acting as a fiduciary of the Reorganized Company, with the power and
18 responsibility to approve major company actions, including the settlement of
19 Avoidance Actions and Retained Claims, disposing of major assets or altering the
20 structure of the Reorganized Company; and
- 21 17. Preparing appropriate Quarterly Reports for the TPL Board of Directors and such
22 other periodic reports as may be required by the Bankruptcy Court.

23 In addition, prior to the Effective Date the Committee shall select two of its members to
24 become members of the Board of Directors of TPL who shall, along with the Chapter 11 Trustee
25 acting as Chairman of the Board, make up a three-member board tasked to perform the
26 following:

- 27 1. Approve the annual TPL strategic business plan as proposed by the Chapter 11
28 Trustee as CEO;

2. Approve the annual TPL budget;
3. Advise the CEO regarding non-MMP portfolio licensing and litigation matters;
4. Approve any asset purchases or sales over \$10,000;
5. Approve any non-MMP litigation settlements;
6. Approve any vendor contracts or agreements worth more than \$5,000.

As of the Effective Date, Daniel E. Leckrone's employment, if any, as a director, officer and/or employee of TPL shall terminate, and he shall be relieved of any other position or capacity in which he serves any supervisory, managerial, officer or other decision-making role for TPL, until such time as Allowed Claims in Classes 1 through 11 are paid as allowed by the 10/29/2014 MMP Plan. After payment of all such claims pursuant to Plan, Leckrone may petition the Bankruptcy Court to be reinstated as an officer or employee of TPL.

The Chapter 11 Trustee shall confer with and obtain written approval from the Board of Directors prior to pursuing any new business endeavors and prior to selling, transferring or licensing any TPL assets valued at over \$10,000.

The Chapter 11 Trustee and the Board of Directors established under the 10/29/2014 MMP Plan shall remain in place and in control of the Reorganized Company, with all of the rights powers provided to them under the Plan, for a period of five (5) years after the Effective Date (with provision for extension of such period, through Bankruptcy Court Order, in six-month increments until the 10/29/2014 MMP Plan is concluded with payment in full of the Allowed Claims in Classes 1 through 11).

1. IP Portfolio Management

Except for the MMP Portfolio (discussed below), the Chapter 11 Trustee shall have wide latitude to develop commercialization plans or other programs to maximize the value and return realized for each of the non-MMP Portfolio patent portfolios under TPL management. The Chapter 11 Trustee shall establish each of the non-MMP Portfolios in a separate business "silos," each walled off from TPL's other IP properties. For each of TPL's other patent portfolios, the Chapter 11 Trustee shall, after due inquiry and investigation, report to the Board of Directors as to the most advantageous course for TPL as to each portfolio; the choices available to the

1 Chapter 11 Trustee and the TPL Board with respect to such non-MMP portfolios may include
2 (without limitation):

- 3 1. Retaining Alliacense as a Commercialization Entity for some or all of the non-
4 MMP portfolios;
- 5 2. Returning TPL's non-MMP portfolio rights to Mr. Leckrone,
- 6 3. Managing one or more of the portfolios directly.

7 The separation of the non-MMP Portfolios into separate and distinct businesses, each
8 able to stand on its own merits, is in keeping with the new overall direction of TPL, away from a
9 structure that allows characterization of the company as a patent aggregator or patent troll, with
10 the negative implications and consequences that those derogatory terms carry for entities that
11 must license patents or litigate against patent infringers.

12 2. MMP Portfolio Management

13 The 10/29/2014 MMP Plan eliminates any basis for characterization of TPL, PDS, Mr.
14 Moore or their new licensing agent as "patent trolls." The 10/29/2014 MMP Plan changes Debtor
15 TPL's posture from patent aggregation to patent enhancement. This change is made possible
16 because Mr. Moore, as a major stockholder and Chairman of GreenArrays, Inc., is continuing to
17 develop new microprocessors and new technologies: he is a "practicing entity" of the MMP
18 patents.

19 At or before the Confirmation Date for the 10/29/2014 MMP Plan, Mr. Moore will form
20 a new entity, "Moore Innovations Group, Inc." ("MIG"). MIG will be tasked under the
21 10/29/2014 MMP Plan with leading the commercialization and licensing effort for the MMP
22 portfolio.

23 Mr. Moore has recently learned that PDS, without consulting Mr. Moore and without his
24 knowledge or consent⁴, has hired a new firm, "Dominion Harbor," to carry out licensing as to a

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27 ⁴ Mr. Moore is a party to agreements between and among TPL, Patriot and him requiring written
28 consent of all three parties to changes in MMP licensing. Agreements concerning the licensing of his invention are
of vital concern to Mr. Moore, who is prepared to assert his rights to assure sensible and productive MMP
commercialization and licensing of the MMP Portfolio through litigation if necessary. No litigation will be

1 portion of the MMP Portfolio. Specifically, under a July 2014 agreement reached in secret whose
2 material terms have yet to be carried out, Mr. Leckrone's company Alliacense (until now the
3 only entity with authority to license the MMP Portfolio) is to (a) identify the universe of
4 infringers of the MMP Portfolio, (b) share that list with Dominion Harbor, (c) divide that list into
5 equal halves (giving Dominion Harbor the authority to license one-half and leaving the
6 remaining half with Alliacense, which is now not licensing the MMP Portfolio) and (d) provide
7 Dominion Harbor with the "work product" (claim charts; notices and dates; communications
8 with infringers; etc.) necessary to permit aggressive MMP licensing to begin.

9 Mr. Moore is informed and believes that none of steps (a) through (d) above have been
10 carried out; all are the subject of continuing negotiations with Mr. Leckrone that is, at this
11 writing, in its eighth month.

12 The delays that Mr. Leckrone has imposed upon the Chapter 11 plan promulgation and
13 confirmation process raise a dire threat to MMP licensing, in that the cornerstone '336 patent
14 within the MMP Portfolio will expire in mid-year 2015. In response, Mr. Moore is accelerating
15 the licensing and commercialization effort to be undertaken by MIG.

16 To ensure prompt licensing of the MMP Portfolio, and the earliest possible receipt of
17 licensing proceeds for the benefit of TPL creditors (and Mr. Moore and Patriot), MIG will
18 engage in a joint venture with an established licensing firm such as Dominion Harbor.⁵ MIG

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21 necessary if the 10/29/2014 Plan is confirmed, and MMP commercialization (and licensing and litigation revenues
to TPL, Mr. Moore and Patriot) can once again proceed profitably.

22 ⁵ Mr. Moore believes that Dominion Harbor would be a logical, suitable and well-positioned
23 venture partner with MIG, for TPL's benefit. **First**, Dominion Harbor has been vetted by PDS and Patriot as a
24 suitable firm for MMP licensing. **Second**, Dominion Harbor has itself familiarized itself with the MMP Portfolio, its
25 promise and its problems, leading to Dominion Harbor signing on to license one-half of the MMP Portfolio in
26 connection with the July 2014 Agreement. The work and effort Dominion Harbor has put into familiarizing itself
27 and readying itself for MMP licensing will be lost if it declines to work with MIG and the 10/29/2014 MMP Plan is
28 confirmed: MMP licensing would in such event be carried out under the auspices of another licensing firm, a
wasteful result not desired by Mr. Moore and presumably not desired by Dominion Harbor either. **Third**, Dominion
Harbor is, under the July 2014 Agreement, in agreement and affiliation with a patent troll. Association with MIG
cures this disability, and clears the desk for aggressive, unobjectionable licensing. **Fourth**, under the July 2014
Agreement, Dominion Harbor must be satisfied with "half a loaf;" that is, with only one-half of the potential MMP
licensing available, Dominion Harbor must share MMP licensing yoked to a reluctant and resistant partner, Mr.
Leckrone's company Alliacense. Alliacense has spent the last 14 months NOT licensing the MMP Portfolio.
Alliacense's owner Mr. Leckrone is engaged in months' long endless, hostile negotiation over material matters that

1 will lend Mr. Moore's name, his good offices, and his status as a practicing entity⁶ to the
2 venture; the licensing firm will provide the established personnel and licensing expertise to take
3 operations into the field and into the offices of infringers.

4 In anticipation of the delays and obstacles that Mr. Leckrone is inflicting and will impose
5 on the MMP licensing process (principally, by continuing to withhold the identities of potential
6 infringers and the licensing work product needed to approach those infringers about the need to
7 license), Mr. Moore has begun the work of independent identification of potential infringers and
8 the creation of claim charts and other appropriate work product to permit aggressive and
9 effective licensing of the MMP Portfolio to begin on the Effective Date.

10 At its inception, MIG will be Mr. Moore's wholly owned company. Mr. Moore will serve
11 as MIG's Chairman of the Board, and he will be the public face of the company and of its MMP
12 patent enhancement and licensing effort. MIG's board of directors will initially consist of Mr.
13 Moore (as Chairman) and two additional individuals, one to be named by Mr. Moore and the
14 other to be chosen by the Creditors' Committee from among those willing to serve.

15 Upon the Effective Date, MIG will assume the role of commercializing the MMP
16 Portfolio, for the benefit of Debtor TPL, Patriot and Mr. Moore himself. The revenue sharing
17 formula set out in the January 23, 2013 Settlement Agreement will continue to serve to divide
18 net MMP proceeds appropriately (among TPL, Patriot and Mr. Moore, Mr. Moore receives and
19 will continue to receive the smallest share). All MMP licensing revenues (and the TPL "share" of
20 net litigation receipts) will be channeled through PDS and distributed under the January 23, 2013
21 Settlement Agreement formula. The PDS chairman will continue to approve and sign off on
22 every MMP license, and to make and direct every distribution of MMP-source proceeds, to

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25 are a prerequisite to positioning Dominion Harbor to get its half a loaf. In contrast, under the 10/29/2014 MMP Plan,
26 Dominion Harbor (or another licensing firm) stands to receive every dollar of licensing commission available across
27 the length and breadth of MMP licensing, for the duration of the Plan. Mr. Moore is confident that an acceptable and
28 successful licensing contract, ideally with Dominion Harbor but in reality with any competent, ethical licensing firm,
is well within reach.

⁶ Again, a patent troll is by definition a non-practicing entity – a firm that does not practice the
patents it seeks to license or to enforce through litigation. A Moore-affiliated MMP licensing entity will be a
practicing entity, never to be tainted with the patent troll pejorative.

1 assure accountability for licensing and litigation proceeds under the same system of safeguards
2 put in place when it was necessary to monitor Mr. Leckrone.

3 Under the 10/29/2014 MMP Plan, the PDS / TPL amended agreement from August 2012
4 is being set aside as a preference, as well as the "Alliacense Services Agreement" as amended
5 March 19, 2012, between TPL and Alliacense. The 10/29/2014 MMP Plan also sets aside as a
6 preference the August 2012 TPL agreement between and among Alliacense, Patriot and PDS,
7 thereby eliminating the contractual device that designated and established Alliacense as the
8 commercialization entity for the MMP Portfolio.⁷ With these 2012 Agreements set aside, and
9 Alliacense no longer authorized to carry out MMP commercialization, all MMP licensing and
10 commercialization rights revert to TPL under the 2005 foundational agreement between and
11 among TPL, Patriot and Mr. Moore, still in effect and remaining in effect as an assumed contract
12 of Debtor TPL. That 2005 agreement – the "Master Agreement" -- gave TPL commercialization
13 rights to the MMP Portfolio and established PDS to monitor and supervise TPL's performance
14 and to collect MMP revenues.

15 Under the 10/29/2014 MMP Plan:

- 16 1. Debtor TPL and MIG will execute a new commercialization agreement for the MMP
17 Portfolio (the "TPL/MIG Agreement"), affording all MMP licensing rights and
18 authority to MIG that were previously granted to Alliacense under the rejected 2012
19 Agreements. The TPL/MIG Agreement will mandate that all MMP licensing
20 revenues be paid over to PDS, which shall be expected and required to account for
21 and to apportion those revenues under the allocation formula set out in the January
22 23, 2013 Settlement Agreement, an assumed contract under the 10/29/2014 MMP
23 Plan;

1 2. Under the TPL/MIG Agreement, MIG shall be entitled to retain a commission of 20%
2 of its gross MMP licensing revenues, as well as a 5% commission on net litigation
3 revenues generated for TPL, Patriot and Mr. Moore.

4 3. The Chapter 11 Trustee shall be authorized to negotiate an agreement with PDS under
5 which PDS will provide support for MIG in the form of a quarterly advance of
6 \$250,000 for three years, to be repaid from commissions earned from licensing
7 revenues and litigation recoveries generated by MIG. It is anticipated that this
8 agreement, desirable but not necessary under the 10/29/2014 MMP Plan, will be
9 executed after Plan confirmation but before the Effective Date. If no agreement with
10 PDS can be reached, for whatever reason, TPL will retain the licensing and
11 commercialization rights to the MMP portfolio, and MIG will move forward with the
12 commercialization program as stated above. PDS will then be bound by the original
13 2005 agreement with TPL, Mr. Moore and Patriot.

14 4. The Chapter 11 Trustee shall be authorized to negotiate any other agreements
15 necessary to carry out the objectives of the 10/29/2014 MMP Plan.

16 Details of the MIG Operations Plan can be found in the MMP Disclosure Statement
17 associated with this document.

18 **C. Creditor Trust and the Chapter 11 Trustee.**

19 On or before the Effective Date, the Chapter 11 Trustee shall establish the Creditor Trust
20 for the purpose of holding the Interests of the Interest Holder, holding the Unsecured Claimants'
21 Security Interest for the benefit of holders of Allowed Unsecured Claims, making such
22 disbursements as are necessary to effect the Distributions and investigating and, as appropriate,
23 filing objections to the Creditor Claims. The Chapter 11 Trustee shall thereafter manage the
24 Creditor Trust, acting with the care, skill, prudence and diligence under the circumstances then
25 prevailing that a prudent person acting in a like capacity and familiar with such matters would
26 use in the conduct of an enterprise of a like character and with like aims.

27 **D. Grant of Security Interest for the Benefit of Holders of Allowed**
28 **Unsecured Claims.**

1 To secure the Reorganized Company's performance of the 10/29/2014 MMP Plan, on or
2 before the Effective Date, the Chapter 11 Trustee shall cause the Reorganized Company to
3 execute and file a security agreement and all other necessary documents to effect the grant of the
4 Unsecured Claimants Security Interest to the Chapter 11 Trustee. Such security agreement shall
5 provide that in the event of an early termination of the Plan (i.e., conversion to Chapter 7) or a
6 breach of the Plan that is not cured pursuant to the cure procedures set forth below in Section XV
7 of the Plan, the Chapter 11 Trustee shall be afforded the right to sell, foreclose, license, lease,
8 hypothecate and transfer the Reorganized Company's property without need for further Court
9 order, subject to applicable law.

10 The Unsecured Creditors' Security Interest shall be subordinate to all existing, valid,
11 perfected, unavoidable and unsubordinated liens. CCC, Venkidu and Leckrone shall retain their
12 respective lien rights and priorities to the same extent and in the same order that existed as of the
13 Effective Date, unless otherwise agreed by the affected party(ies) and ordered by the Bankruptcy
14 Court, or otherwise ordered by the Bankruptcy Court, until such time as their Secured Claims are
15 accorded full satisfaction as set out in the 10/29/2014 MMP Plan.

16 The Chapter 11 Trustee shall be authorized to file a UCC-1 financing statement or other
17 evidence of the Unsecured Creditors' Security Interest as may be reasonably requested by the
18 Committee. Upon the payment in full with interest under the Plan of all Allowed Claims in
19 Class 7 and Class 8, the Unsecured Creditors' Security Interest shall be deemed discharged, and
20 the Chapter 11 Trustee shall file and/or record such termination statements as may be necessary
21 to establish and to evidence extinguishment of the lien.

22 **E. Creditors' Committee.**

23 On the Effective Date, the Committee shall be dissolved.

24 **F. Distributions To Creditors.**

25 1. Establishment of Claims Trust Account.

26 On or before the Effective Date, the Chapter 11 Trustee shall establish a separate,
27 segregated bank account for the benefit of holders of Allowed Claims, which shall be the Claims
28 Trust Account. The Chapter 11 Trustee shall fund the Claims Trust Account with amounts

1 adequate to make all payments due on the Effective Date.

2 2. Post-Effective Date Funding of Claims Trust Account.

3 On the Effective Date, and thereafter for the duration of the 10/29/2014 MMP Plan, the
4 Chapter 11 Trustee shall require and direct that TPL's share of MMP-portfolio sourced
5 distributions from PDS shall be deposited directly by PDS into the Claims Trust Account. In
6 addition, no later than three Business Days after the close of each full calendar quarter following
7 the Effective Date, the Chapter 11 Trustee shall cause the Reorganized Company to deposit the
8 portion of the Quarterly Payment for which it is responsible (i.e., the 20% of Gross Revenue and
9 NOP) into the Claims Trust Account; provided, however, that in any quarter in which such
10 deposit of the Quarterly Payment to the Claims Trust Account would, in the Reorganized
11 Company's reasonable opinion, result in a reduction of the WCR, then, following consultation
12 with and receipt of written approval of the TPL Board of Directors as to such said reduction, the
13 Quarterly Payment for that quarter shall be reduced accordingly. Such reduction shall not
14 constitute a default under the Plan provided, however, that the Reorganized Company has
15 deposited the aggregate of 20% of Gross Revenue during each calendar quarter. The Disbursing
16 Agent shall distribute from the Claims Trust Account the sums specified in the Plan on the
17 Distribution Dates specified in the Plan.

18 3. Quarterly Distribution Report.

19 No later than five Business Days after the close of each full calendar quarter following
20 the Effective Date, the Chapter 11 Trustee shall cause the Reorganized Company to deliver the
21 Quarterly Distribution Report to the Unsecured Creditors of TPL. If any Unsecured Creditor
22 objects to payment on account of any particular Claim as proposed on the Quarterly Distribution
23 Report, that Unsecured Creditor shall provide written notification of such objection to the
24 Chapter 11 Trustee and to the TPL Board of Directors within three Business Days of receipt of
25 the Quarterly Distribution Report, and no Distributions shall be made on account of such
26 Claim(s) until review and approval by the Board of Directors, or entry of an order by the
27 Bankruptcy Court. Upon approval, the Chapter 11 Trustee shall, as Disbursing Agent, pay the
28 agreed on or ordered Distribution amount to the holder(s) of such affected Claim(s) as soon as

1 reasonably practicable.

2 4. Timing of Distributions.

3 Except as otherwise provided in the 10/29/2014 MMP Plan, the Chapter 11 Trustee shall,
4 as Disbursing Agent, pay all Class 1 and Class 5 Allowed Claims on the Effective Date. Failure
5 to pay any Allowed Claim in Class 1 or Class 5 as required under the 10/29/2014 MMP Plan
6 shall constitute a Plan default unless the Disbursing Agent pays the amount due on account of
7 such Allowed Claim as required under the 10/29/2014 MMP Plan within thirty days of the
8 Effective Date.

9 Except as otherwise provided in the 10/29/2014 MMP Plan, the Chapter 11 Trustee, as
10 Disbursing Agent, shall make Distributions of the Quarterly Payment from the Claims Trust
11 Account no later than the fifteenth Business Day following the end of each calendar quarter, in
12 the sums specified in the Quarterly Distribution Report.

13 The Reorganized Company shall continue to operate, and the Chapter 11 Trustee as
14 Disbursing Agent shall pay Allowed Claims, in full and with interest as appropriate, according to
15 the terms of the 10/29/2014 MMP Plan, for a period of five years after the Effective Date, or,
16 after consultation with and obtaining written approval from, the Board of Directors, an additional
17 period of time not to exceed six months; provided, however, that such period may be extended
18 further by entry of an order by the Bankruptcy Court.

19 5. Distribution Addresses; Undeliverable Distributions.

20 Unless a Creditor has provided the Reorganized Company with written notice of a
21 different address, Distributions shall be sent to Creditors at the address set forth in the proofs of
22 Claim filed with the Claims Agent. If any Creditor desires that its Distribution be transmitted
23 to an address other than such proof of Claim address, it shall notify the Chapter 11 Trustee of
24 such changed address through certified mail, return receipt requested, to the Chapter 11
25 Trustee at the Trustee's business address. (If no proof of Claim is filed with respect to a
26 particular Claim, the Distribution shall be mailed to the address set forth in the Schedules filed
27 by the Debtor.) If any Creditor's Distribution is returned as undeliverable, no further
28 Distributions to such Creditor shall be made unless and until the Chapter 11 Trustee is notified of

1 such Creditor's then current address, at which time all required Distributions shall be made to
2 such Creditor. Undeliverable Distributions shall be held by the Disbursing Agent until such
3 Distributions are claimed; provided, however, that all claims for undeliverable Distributions must
4 be made within ninety (90) days following a Distribution. After such date, all unclaimed
5 Distributions will revert to the Reorganized Company and deposited into the Claims Trust
6 Account, and the Claim of any Creditor or successor to such Creditor with respect to such
7 Distribution shall be discharged and forever barred notwithstanding any federal or state escheat
8 laws to the contrary.

9 6. Withholding Taxes.

10 Pursuant to § 346(h) of the Bankruptcy Code, the Chapter 11 Trustee shall as Disbursing
11 Agent deduct any federal, state or local withholding taxes from any Distributions made with
12 respect to Allowed Claims, as appropriate. The Chapter 11 Trustee shall withhold a Distribution
13 to any Creditor who has not provided information requested and required by the Chapter 11
14 Trustee as Disbursing Agent for the purpose of fulfilling the obligations imposed by this Plan.
15 The Chapter 11 Trustee shall comply with all reporting obligations imposed on it by any
16 governmental unit with respect to withholding and related taxes.

17 7. Fractional Amounts.

18 Notwithstanding anything contained herein to the contrary, the Reorganized Company
19 shall not be required to make Distributions of fractions of dollars. Whenever any payment of a
20 fraction of a dollar under the Plan would otherwise be called for, the actual payment shall reflect
21 a rounding of such fraction down to the nearest whole dollar.

22 8. De Minimis Distributions.

23 Notwithstanding any other provision of the Plan, Distributions of less than \$50.00 need
24 not be made on account of any Allowed Claim; provided, however, that Distributions that would
25 otherwise be made but for this provision shall carry over to the next Distribution Date until the
26 cumulative amount to which any holder of an Allowed Claim is entitled to is more than \$50.00,
27 at which time the cumulative amount of such Distributions (without interest thereon) will be paid
28 to such holder.

1 9. Time Bar to Cash Payments.

2 Checks issued on account of Allowed Claims shall be null and void if not negotiated
3 within ninety (90) days from the date of issuance thereof. A Request for re-issuance of any
4 check shall be made directly to the Chapter 11 Trustee by the holder of the Allowed Claim to
5 whom such check was originally issued. Any request for re-issuance with respect to a voided
6 check shall be made on or before ninety (90) days after the date of the issuance of such check;
7 the Chapter 11 Trustee shall impose a service fee for any such re-issued check. As of the 91st
8 day after issuance, all Claims with respect to any voided checks shall be discharged and forever
9 barred, and such funds shall revert to the Reorganized Company and deposited into the Claims
10 Trust Account.

11 10. Modification of Payment Terms.

12 At any time after the Effective Date, (a) the Reorganized Company may modify the
13 treatment of any Class of Allowed Claims in a manner that is more favorable than provided by
14 the 10/29/2014 MMP Plan (e.g., the Reorganized Company may make more frequent payments
15 to a Class or pay or cause to be paid all Classes sooner than contemplated by the Plan), provided
16 that such treatment does not adversely impact the ability of the Reorganized Company to perform
17 its obligations under the 10/29/2014 MMP Plan; and (b) the Reorganized Company may modify
18 the treatment of any Allowed Claim in any manner adverse to the holder of such Claim with the
19 prior written consent of the holder whose Allowed Claim is being adversely effected; provided,
20 however, that any such modification shall be approved in writing by the Board of Directors.

21 **G. Articles of Organization/Operating Agreement.**

22 After the Effective Date, the Reorganized Company, in consultation with the Board of
23 Directors, may amend and restate TPL's articles and operating agreement as permitted by
24 applicable law without further Bankruptcy Court approval, including, among other things and if
25 required, amending such articles and operating agreement as of the Effective Date to comply
26 with the requirements of § 1123(a)(6) of the Bankruptcy Code which requires the inclusion in the
27 Reorganized Company's charter of a prohibition of the issuance of non-voting securities and
28 requires, among other things, the distribution of voting power equitably among the classes of

1 voting securities.

2 **H. Authority Of Reorganized Company Acting By and Through Chapter 11**
3 **Trustee.**

4 On the Effective Date, the Reorganized Company shall be substituted as successor to the
5 Debtor and its Estate in all actions, contested matters and adversary proceedings pending or
6 thereafter commenced in the Bankruptcy Court with respect to Disputed Claims. The Chapter 11
7 Trustee shall have no obligation to pursue any affirmative claims on behalf of the Debtor or its
8 Estate and any such claims may be abandoned or waived at the discretion of the Chapter 11
9 Trustee, with the advice and consent of the Board of Directors.

10 **I. Responsible Person.**

11 Upon the Effective Date, the Chapter 11 Trustee shall serve as the Responsible Person for
12 the Reorganized Company and shall be fully empowered to execute all documents, agreements
13 and instruments implementing the 10/29/2014 MMP Plan without further order of the
14 Bankruptcy Court or further action by the member(s) of the Reorganized Company, subject to
15 the terms of the 10/29/2014 MMP Plan and any other requirements for Board of Directors'
16 approval as may be set out in the 10/29/2014 MMP Plan. Any such document, agreement or
17 instrument executed and delivered by the Chapter 11 Trustee as Responsible Person shall be
18 conclusively deemed duly executed by the Reorganized Company without need for further
19 corporate action or order of the Bankruptcy Court. After the Effective Date, the Chapter 11
20 Trustee as Responsible Person shall be entitled to act as the Estate representative for purposes of
21 implementing and administering the 10/29/2014 MMP Plan without need for further corporate
22 action or order of the Bankruptcy Court, subject only to Board of Directors' review or oversight
23 as set out elsewhere in the 10/29/2014 MMP Plan.

24 **J. Disbursing Agent.**

25 The Chapter 11 Trustee shall be the Disbursing Agent for all Distributions. Unless
26 otherwise ordered by the Bankruptcy Court, the Disbursing Agent shall serve without a guaranty
27 or fiduciary bond.

28

1 **K. Tax Returns, Payments and Refunds.**

2 The Chapter 11 Trustee shall file or cause to be filed any and all delinquent and final tax
3 returns and pay any and all taxes owed by the Debtor and the Reorganized Company on a timely
4 basis (other than taxes provided for under the Plan). The right to amend prior tax returns of the
5 Debtor and to pursue and collect all potential tax refunds, to claim losses and to take such other
6 actions to the fullest extent allowed by law to recover value, is reserved to the Chapter 11 Trustee.

7 **L. Employee Benefit Plans.**

8 All Benefit Plans in effect as of the Effective Date shall be continued by the Reorganized
9 Company, subject to the rights of the Reorganized Company to modify its employee Benefit
10 Plans from time to time pursuant to applicable nonbankruptcy law. Any obligations of the
11 Debtor to indemnify any Person serving as a fiduciary of any Benefit Plan of the Debtor, under
12 charter, by- laws, contract or applicable state law is deemed to be an executory contract and
13 assumed as of the Confirmation Date (but subject to the occurrence of the Effective Date) and
14 binding on the Reorganized Company. For the avoidance of doubt, Benefit Plans do not include
15 any Insider Employee Compensation Contracts or any provisions thereunder for incentive
16 compensation or otherwise.

17 **M. Further Orders.**

18 Upon motion by the Chapter 11 Trustee, the Bankruptcy Court may enter such other and
19 further orders as may be necessary or appropriate to facilitate consummation of the Plan.

20 **N. Post-Confirmation Employment of Personnel.**

21 The Chapter 11 Trustee may employ or contract with Persons and other Entities to
22 perform, or advise and assist them in the performance of, Trustee obligations under the
23 10/29/2014 MMP Plan. The Chapter 11 Trustee may, but is not required to, continue to employ
24 the Debtor's Professionals for the purposes for which they were employed before the
25 Confirmation Date, and for such additional purposes as the Reorganized Company may request,
26 and may employ such other Professionals as may be necessary to perform its responsibilities
27 under the 10/29/2014 MMP Plan.

28

1 **O. Post-Confirmation Compensation and Reimbursement of Professionals.**

2 Any Professionals employed by the Reorganized Company after the Confirmation Date
3 shall be entitled to payment of their reasonable post-Confirmation Date fees and reimbursement
4 of expenses on a monthly basis, subject to the following:

5 Until the Bankruptcy Case is closed, each party requesting payment of such
6 compensation shall serve a detailed statement of requested fees and expenses on the Chapter 11
7 Trustee and all other Notice Parties.

8 Any Notice Party or other party in interest (including the Chapter 11 Trustee) may object
9 to any portion of the requested fees and expenses. Any objection to the payment of fees or
10 reimbursement of expenses shall be in writing (and sufficiently detailed to allow the party whose
11 compensation is subject to the objection an opportunity to respond, and ultimately to allow the
12 Bankruptcy Court to rule on such objection) and served on the Chapter 11 Trustee, the Notice
13 Parties and the party whose compensation is subject to the objection. Such an objection must be
14 served within fifteen (15) days after service of the detailed statement.

15 If there is no objection to a party's requested fees and expenses within such fifteen (15)
16 day period, the Chapter 11 Trustee shall cause the Reorganized Company promptly to pay the
17 requested amount in full. If an objection to a portion of the fees or expenses requested is timely
18 served, the undisputed portion of such fees and expenses shall be paid.

19 To the extent that an objection is timely served, the Chapter 11 Trustee shall reserve
20 monies in the amount of the disputed fees and expenses pending resolution of said objection.

21 Any objection to a request shall be resolved by either: (a) written agreement between the
22 party requesting such fees and expenses and the objecting party, subject to Chapter 11 Trustee
23 consent and Board of Directors' approval; or (b) resolution of the disputed amount by the
24 Bankruptcy Court pursuant to Order. Resolution by the Bankruptcy Court shall be requested by
25 motion filed and served on the Notice Parties in accordance with the Bankruptcy Rules and the
26 Local Rules on not less than twenty-one (21) days' notice. Such motion may be filed by either
27 the requesting party or the objecting party. Any opposition to the motion shall be filed and
28 served no later than seven (7) days prior to the hearing.

1 **P. Notice Procedure.**

2 Whenever the Plan requires a Person to provide notice pursuant to the Notice Procedure,
3 such Person seeking the particular relief shall be required to serve a written notice on the Notice
4 Parties, unless a Notice Party has waived written notice in favor of email service, which shall
5 thereafter suffice. Such Person shall be authorized to take the action proposed to be taken in
6 such notice upon the expiration of the period specified in the Plan for such notice unless, before
7 the expiration of the specified notice period, a recipient Notice Party, or a party in interest, has
8 filed an objection to such proposed action with the Bankruptcy Court and scheduled a hearing on
9 such objection within thirty (30) days after the filing of such objection and upon not less than
10 twenty-one (21) days' notice to all Notice Parties. If any such objection is filed, the Person
11 seeking the particular relief shall not take the proposed action unless the Bankruptcy Court
12 approves such action or the objecting party withdraws the objection. Service by electronic filing
13 pursuant to Local Rule 9013-3 shall be adequate for all notices and other pleadings filed with the
14 Bankruptcy Court.

15 **Q. Post-Confirmation Fees, Reports, and Final Decree.**

16 1. U.S. Trustee Fees.

17 Not later than thirty (30) days after the end of each calendar quarter that ends after the
18 Effective Date (including any portion thereof), the Chapter 11 Trustee shall cause the
19 Reorganized Company to pay to the United States Trustee, pursuant to 28 U.S.C. § 1930(a)(6),
20 the quarterly fee for such quarter until the Bankruptcy Case is converted or dismissed, or the
21 Bankruptcy Court enters the Final Decree.

22 2. Post-Confirmation Reports.

23 Not later than thirty (30) days after the end of each calendar quarter which ends after the
24 Effective Date, the Chapter 11 Trustee shall file a quarterly Post-Confirmation status report in
25 substantially the form provided by the United States Trustee, serving a copy of said report on the
26 Board of Directors and upon any Notice Party so requesting. Further reports shall be filed thirty
27 (30) days after the end of each calendar quarter thereafter until the entry of the Final Decree,
28 unless otherwise ordered by the Bankruptcy Court.

1 Repeated failure to timely file the required reports may constitute a ground for the
2 bringing of a motion to convert or dismiss the Bankruptcy Case, whichever is in the best interest
3 of the creditors and the Estate, pursuant to § 1112(b) of the Bankruptcy Code.

4 **R. Final Decree.**

5 At such time as all motions, contested matters and adversary proceedings have been
6 finally resolved and the Bankruptcy Case is in a condition to be closed, the Chapter 11 Trustee
7 shall cause the Reorganized Company to file an application for the entry of a Final Decree to
8 close the Bankruptcy Case pursuant to § 350 of the Bankruptcy Code and Rule 3022 of the
9 Bankruptcy Rules. Entry of a Final Decree may be sought by the Chapter 11 Trustee or
10 Reorganized Company notwithstanding that all payments required by the Plan may not have
11 been completed, provided, however, that the Bankruptcy Case is determined by the Bankruptcy
12 Court to be fully administered; provided further, that the Bankruptcy Court retains jurisdiction to
13 hear all matters involving the further administration of the Plan until all holders of Allowed
14 Claims have been paid in full or as otherwise agreed to or provided for under the Plan. The
15 Chapter 11 Trustee shall serve the application for entry of a Final Decree on the Notice Parties.
16 Pursuant to Local Rule, such application shall be considered by the Bankruptcy Court without a
17 hearing unless within fourteen (14) days after the date of service of the notice, a party in interest
18 files and serves a request for hearing.

19 **VIII. EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

20 **A. Assumption of Executory Contracts and Unexpired Leases**

21 Each of the following executory contracts shall be assumed by the Reorganized Company
22 on the Effective Date to the extent each such contract is executory in nature, and Confirmation of
23 the Plan shall effect such assumption: (1) the TPL/Moore/PTSC/PDS agreement dated January
24 23, 2013, (2) TPL's Agreements with Thunderbird Technologies, (3) the Marcoux-TPL
25 Settlement Agreement, (4) All Licensee Contracts to which TPL is a party.

26 All executory contracts assumed prior to Confirmation or pursuant to the Plan and not
27 otherwise rejected pursuant to the Plan, shall remain in full force and effect, be unimpaired by
28 the Plan except as specifically modified by the Plan and the Confirmation Order, and be binding

1 on the parties thereto.

2 **B. Defaults.**

3 Unless other treatment is agreed to between the parties to each assumed contract or lease,
4 if there has been a default in an assumed executory contract or unexpired lease other than the
5 kind specified in § 365(b)(2) of the Bankruptcy Code, the Debtor or the Reorganized Company,
6 as applicable, shall, on or before the Effective Date: (a) cure, or provide adequate assurance that
7 it will promptly cure, any such default; (b) compensate, or provide adequate assurance that it will
8 promptly compensate, the other party to such contract or lease, for any actual pecuniary loss to
9 such party resulting from such default; and (c) provide adequate assurance of future performance
10 under such contract or lease.

11 **C. Rejection of Executory Contracts and Unexpired Leases.**

12 Without admitting the validity of any other executory contracts and unexpired leases, the
13 following executory contracts and unexpired leases of the Debtor are hereby rejected by the
14 Debtor as of the Effective Date, and Confirmation of the Plan shall be deemed to constitute
15 Bankruptcy Court approval of such rejection:

16 (a) the Alliacense Services Agreement, as amended March 19, 2012, between TPL and
17 Alliacense;

18 (b) the PDS/ Alliacense / TPL / Patriot July 2012 Services Agreement relating to the MMP
19 Portfolio;

20 (c) The Amended PDS / TPL Commercialization Agreement from August, 2012.

21 (d) TPL's Service Agreement with Semiconductor Insights;

22 (e) The Insider Employee Compensation Contracts; and

23 (f) the 13% Investor Contracts;

24 **D. Rejection Claims**

25 The holder of a Rejection Claim shall file with the Bankruptcy Court, and serve on the
26 Chapter 11 Trustee, a proof of Claim relative to such Rejection Claim on or before the Rejection
27 Claims Bar Date or be forever barred from asserting any such Claim or receiving any payment or
28 other Distribution on account of such Claim. Any Rejection Claim shall be clearly labeled as

1 such to permit appropriate treatment under the 10/29/2014 MMP Plan by the Chapter 11 Trustee.
2 All Rejection Claims are treated under Class 9 of the 10/29/2014 MMP Plan.

3 **E. Adding and Removing Executory Contracts and Unexpired Leases**

4 The provisions of this Article VIII may be amended, with appropriate notice to those
5 parties in interest directly affected, at any time prior to the conclusion of the hearing on
6 Confirmation of the Plan, to add or remove executory contracts and unexpired leases to be
7 assumed, assumed and assigned, or rejected pursuant to the Plan; provided, however, that **no**
8 **such amendments shall in any way impact the Licensee Protected Contracts or Licensee**
9 **Parties' rights or defenses thereunder, which shall be fully preserved in all respects,** as set
10 forth in Article XVI of the Plan.

11 **F. Excluded Contracts**

12 The Chapter 11 Trustee shall retain the right to reject any Excluded Contracts, but not
13 any Licensee Protected Contracts or related commercialization agreements, at any time following
14 the Effective Date. Excluded contracts include, but are not limited to the following: (1) TPL's
15 GE Copier leases, (2) TPL's Service Agreement with TriNet Acquisition Corporation, (3) TPL's
16 Plan Service Agreement with Fidelity Management Trust Company, and (4) TPL's 2012
17 Services Agreement with Alliacense.

18 Excluded Contracts which have not previously and expressly been assumed or rejected by
19 TPL by final Order of the Court are deemed under such circumstances to have "passed through"
20 the bankruptcy and will remain in effect without modification, unless subsequently rejected in
21 accordance with this Section.

22 For the avoidance of doubt, the Licensee Protected Contracts are not susceptible to
23 rejection by the Reorganized Company and are deemed to have "ridden through" the bankruptcy
24 without prejudice or adverse effects of any kind in accordance with Article XVI of the Plan. All
25 Licensee Protected Contracts are and shall remain in full force and effect and continue to be valid,
26 binding, and enforceable in accordance with their terms against TPL, the Reorganized Company,
27 and all applicable third-party patent owners and their successors and assigns. Furthermore, there
28 shall be no rejection, including no post-Effective Date rejection, of any commercialization

1 agreement or other agreement relating to any of the Licensee Protected Contracts; all such
2 agreements shall either be expressly assumed by the Debtor or shall ride through the Bankruptcy
3 Case unimpaired. Nothing in the Plan, and no act or omission of TPL (such as rejection of or
4 failure to assume any executory contract) shall change any right, interest, claim, license, or
5 defense under the Licensee Protected Contracts.

6 **IX. PROOFS OF CLAIM; OBJECTIONS**

7 **A. Time for Filing Proofs of Claim.**

8 The applicable Claims Bar Date for most pre-petition Claims was July 23, 2013 and for
9 governmental units was September 16, 2013.

10 **B. Ownership and Transfers of Claims.**

11 For purposes of any Distribution under the Plan, the Reorganized Company shall not
12 have any obligation to recognize any transfer of Claims occurring thirty (30) days or more after
13 the Effective Date. The Chapter 11 Trustee and the Reorganized Company shall be entitled to
14 recognize and deal for all purposes with only those claimholders of record stated on the claims
15 docket maintained by the Bankruptcy Court, and if none, on the Debtor's Schedules.

16 **ANY PARTY WHO ACQUIRES A CLAIM AGAINST THE REORGANIZED**
17 **COMPANY THIRTY (30) CALENDAR DAYS OR MORE AFTER THE EFFECTIVE**
18 **DATE MUST ARRANGE WITH THE TRANSFEROR UPON ACQUISITION OF THE**
19 **CLAIM, TO RECEIVE DISTRIBUTIONS TO WHICH THE TRANSFEREE MAY BE**
20 **ENTITLED. NEITHER THE CHAPTER 11 TRUSTEE NOR THE REORGANIZED**
21 **COMPANY SHALL BE REQUIRED TO TRACK CHANGES IN OWNERSHIP OF**
22 **CLAIMS THIRTY (30) CALENDAR DAYS OR MORE AFTER THE EFFECTIVE**
23 **DATE.**

24 **C. Amendments to Claims.**

25 Except as provided by the Plan or as otherwise permitted by the Bankruptcy Court, the
26 Bankruptcy Rules or applicable law, proofs of claim may not be amended later than the
27 applicable Claims Bar Date except for amendments to proofs of claim to decrease the amount or
28 priority thereof; provided, however, that the foregoing deadline shall not afford a claimant a right

1 to amend a Claim that, pursuant to applicable law, is not subject to amendment.

2 **D. Claim Objections.**

3 An objection to a Claim shall be filed no later than the Claims Objection Deadline. An
4 objection to an Administrative Claim shall be filed no later than the Administrative Claims
5 Objection Deadline. Except as otherwise provided in this Section, any Notice Party may file an
6 objection to a Claim or Administrative Claim. The Chapter 11 Trustee shall have the
7 responsibility to review all proofs of claim filed against the Debtor, to file objections as
8 appropriate and to resolve Disputed Claims; provided, however, that the Chapter 11 Trustee is
9 directed and required to accept all Committee Claims as Allowed Claims.

10 **E. Disputed Claims.**

11 Subject to the next sentence, any Cash that would be distributed to the holder of a
12 Disputed Claim if it were an Allowed Claim on any Distribution Date hereunder shall be set
13 aside by the Chapter 11 Trustee and deposited into the Disputed Claims Reserve Account. Not
14 later than fifteen (15) days after a Disputed Claim has been Allowed in whole or in part, the
15 Chapter 11 Trustee shall distribute the Cash deposited into the Disputed Claims Reserve Account
16 on account of the Allowed Amount of such Disputed Claim.

17 **F. Distributions**

18 Notwithstanding any provision of the 10/29/2014 MMP Plan specifying a date for
19 payments or Distributions of consideration, payments and Distributions with respect to any
20 Claim that on such date is disputed, contingent, unliquidated or unknown as to amount, will not
21 be made until a Final Order with respect to an objection, estimation or valuation of such Claim is
22 entered by the Bankruptcy Court, or an agreement is reached between the parties, approved by
23 the Chapter 11 Trustee and ratified by the Board of Directors, whereupon appropriate
24 Distributions shall be made promptly in accordance with the preceding paragraph.

25 Notwithstanding the foregoing, any undisputed portion of a Disputed Claim shall receive a
26 Distribution on the undisputed portion of the Claim at the same time as Allowed Claims in the
27 same Class pursuant to the 10/29/2014 MMP Plan.

28

1 **X. RETAINED CLAIMS**

2 **A. Prosecution of Retained Claims**

3 Except as otherwise provided in this Section, the Chapter 11 Trustee shall collect and
4 prosecute all of the Retained Claims. In determining whether and how to collect and prosecute
5 the Retained Claims on behalf of the Reorganized Company, the Chapter 11 Trustee shall first
6 consult with the Board of Directors, and shall not compromise any Retained Claim, file suit to
7 collect any Retained Claim, or make any other major decision with regard thereto without the
8 written consent of the Board of Directors or an order of the Bankruptcy Court.

9 With respect to any Retained Claim against any member of the Committee, the Chapter
10 11 Trustee shall independently collect, investigate and prosecute all such Retained Claims. To
11 the extent that such authority is required, the Chapter 11 Trustee is hereby appointed as
12 representative of the estate pursuant to § 1123 of the Bankruptcy Code with respect to the
13 prosecution and liquidation of any Retained Claim against current or former insiders, officers,
14 directors and employees of the TPL, and any affiliated or related Persons and Entities thereto.
15 The terms of employment of any Professional retained by the Chapter 11 Trustee relative to the
16 Retained Claims shall be subject to the approval of the Board of Directors, or absent such
17 approval, order of the Bankruptcy Court.

18 Approval of the Bankruptcy Court shall not be required for the settlement or other
19 resolution of any Retained Claims; provided, however, that the Chapter 11 Trustee shall comply
20 with the Notice settling or resolving any Retained Claim where the amount at issue exceeds
21 \$10,000.

22 **B. Preservation of Claims and Rights.**

23 As the process of investigating and evaluating the Debtor's transactions and records
24 remains ongoing, such process may result in additional claims against Persons not yet identified
25 herein and may also result in other claims against Persons identified herein in addition to those
26 identified at this point in time.

27 The Reorganized Company, by and through the Chapter 11 Trustee, shall retain after
28 Confirmation and after the Effective Date, all powers granted by the Bankruptcy Code and the

1 Bankruptcy Rules for, without limitation, recovery of property, avoidance of liens, and objection
2 to, and/or subordination of, Claims. Confirmation of the Plan effects no settlement, compromise,
3 waiver or release of any Retained Claim, cause of action or claim for relief held by the
4 Committee, the Board of Directors, the Bankruptcy Estate, the Debtor or the Reorganized
5 Company unless the Plan or Order of Confirmation specifically and unambiguously so provides.
6 The failure of the Plan to refer to any particular Retained Claim is not and will not be construed
7 as a settlement, compromise, waiver, or release of any such Retained Claim. All Retained
8 Claims are hereby preserved and will continue to remain valid after the Effective Date.

9 Except as provided in the 10/29/2014 MMP Plan or the Order of Confirmation, any and
10 all claims, Retained Claims, causes of action and rights against any and all third parties, whether
11 such claims, Retained Claims, causes of action or rights arose before, on or after the Petition
12 Date, the Confirmation Date, the Effective Date and/or the date Distributions are made, held by
13 the Chapter 11 Trustee, the Bankruptcy Estate, the Debtor and/or the Reorganized Company, as
14 applicable, are reserved to the fullest extent allowable under applicable law, as such law may be
15 extended or interpreted subsequent to the Effective Date. The entry of the Confirmation Order
16 will not constitute *res judicata* as to any such claims or otherwise bar, estop or inhibit any actions
17 by the Chapter 11 Trustee or the Reorganized Company upon any claims they hold as identified
18 herein or otherwise.

19 Immediately upon confirmation of the 10/29/2014 MMP Plan, the Chapter 11 Trustee
20 shall dismiss without prejudice (a) the Browns/TPL Appeal; and (b) the TPL/Moore 'Roe'
21 Litigation. Subject to the Chapter 11 Trustee's business judgment, in consultation with the Board
22 of Directors, regarding the pursuit of any particular Retained Claim (which may entail evaluation,
23 among other things, of the cost of pursuing such Retained Claim), the Reorganized Company by
24 and through the Chapter 11 Trustee shall be authorized to pursue all Retained Claims. Without
25 limiting the generality of the scope of the previous paragraphs, the Retained Claims identified at
26 this time include: (a) the Patent Actions which include, without limitation, any and all
27 infringement claims before the ITC and various United States District Courts for the Eastern
28 District of Texas, the District of Delaware and the Northern District of California involving the

1 MMP Portfolio, the CORE Flash Portfolio and the Fast Logic Portfolio; (b) any and all claims
2 and causes of action identified in the Debtor's Schedules and Statement of Financial Affairs; and
3 (e) any and all actions against Venkidu, Onspec, Chipscale, and Indigita, and against all present
4 and past insiders and senior management of TPL, including without limitation, Dwayne Hannah,
5 Mike Davis, Susan Anhalt, Mac Leckrone, Mr. Leckrone, Janet Neal, Nick Antonopoulos,
6 Interconnect Portfolio, John Leckrone, Alliacense, Eric Saunders, Michael Montvelishsky,
7 William Martin and any and all entities wholly-owned or partially owned by Leckrone, which
8 actions may include, without limitation, whether asserted directly or under an alter ego theory,
9 actions to subordinate, recharacterize and/or avoid claims, to challenge the validity of liens, to
10 recover preferences and fraudulent conveyances, for breach of fiduciary duty, for usurpation of
11 corporate opportunity, for unfair business practices, for conversion, for misappropriation of
12 funds, for fraud and for misrepresentation.

13 **XI. REQUEST FOR CONFIRMATION**

14 Mr. Moore, as the proponent of the 10/29/2014 MMP Plan, requests Confirmation of the
15 10/29/2014 MMP Plan. In the event any Impaired Class of Claims entitled to vote does not
16 accept the Plan by the requisite statutory majorities provided in § 1126(c) of the Bankruptcy
17 Code, Mr. Moore hereby requests that the Bankruptcy Court confirm the Plan in accordance with
18 the provisions of § 1129(b) of the Bankruptcy Code.

19 **XII. RETENTION OF JURISDICTION**

20 Notwithstanding the entry of the Confirmation Order and the occurrence of the Effective
21 Date, the Bankruptcy Court shall retain and have all authority and jurisdiction as is allowed
22 under the Bankruptcy Code and other applicable law to enforce the provisions, purposes, and
23 intent of this Plan, including matters or proceedings that relate to:

24 (a) Proceedings initiated before or after the Confirmation Date and the Effective Date
25 regarding the prosecution of the Retained Claims or any other rights, claims, causes of action or
26 claims for relief held by the Chapter 11 Trustee, the Bankruptcy Estate, the Debtor or the
27 Reorganized Company against any Person, including the recovery of property and subordination
28 of Claims;

1 (b) Allowance, disallowance, determination, liquidation, classification, subordination,
2 estimation, or establishment of the priority or secured or unsecured status of any Claim,
3 including the resolution of any request for payment of any Administrative Claim and the
4 resolution of any and all objections to the allowance or priority of Claims;

5 (c) Requests for the payment of Claims entitled to priority under § 507(a) of the
6 Bankruptcy Code, including compensation and reimbursement of expenses for Professionals to
7 the extent Court approval therefore is required under the Plan or the Confirmation Order;

8 (d) The title, rights or interests of the Debtor or the Reorganized Company in any
9 property, including the recovery of all assets and property of the Bankruptcy Estate wherever
10 located;

11 (e) Any right, power, action, or duty of the Chapter 11 Trustee, the Bankruptcy Estate,
12 the Debtor or the Reorganized Company under the Plan;

13 (f) Any determination or estimation necessary or appropriate under § 505 of the
14 Bankruptcy Code or other determination or estimation relating to tax returns filed or to be filed
15 by the Debtor or the Reorganized Company for periods through the end of the fiscal year in
16 which the Effective Date occurs, including determination of the amount of taxes, net operating
17 losses, tax attributes, tax benefits, tax refunds, and related matters of the Debtor or the
18 Reorganized Company;

19 (g) Any matters related to the assumption, assumption and assignment, or rejection of
20 any executory contract or unexpired lease to which the Debtor or the Reorganized Company is a
21 party and to hear, determine and, if necessary, liquidate, any claims arising from, or cure
22 amounts related to, such assumption or rejection;

23 (h) Resolution of controversies and disputes, including the correction of any mistake,
24 defect, or omission regarding consummation, interpretation or enforcement of the Plan, the
25 Confirmation Order, and any agreements referred to in the Plan or executed in contemplation of
26 or to implement the Plan;

27 (i) Resolution of any motions, adversary proceedings (including Retained Claims),
28 contested or litigated matters, and any other matters, and to grant or deny any applications or

1 motions involving the Chapter 11 Trustee, the Debtor or the Reorganized Company that may be
2 pending on the Effective Date;

3 (j) Entry of such orders as may be necessary or appropriate to implement or
4 consummate the provisions of the Plan and all contracts, instruments, releases, and other
5 agreements or documents created in connection with the Plan or the MMP Disclosure Statement;

6 (k) Modification of or amendments to the Plan before or after the Effective Date
7 under § 1127 of the Bankruptcy Code or modification of the MMP Disclosure Statement or any
8 contract, instrument, release, or other agreement or document created in connection with the
9 10/29/2014 MMP Plan or the MMP Disclosure Statement; or remedy any defect or omission or
10 reconcile any inconsistency in any Bankruptcy Court order, the Plan, the MMP Disclosure
11 Statement or any contract, instrument, release, or other agreement or document created in
12 connection with the 10/29/2014 MMP Plan or the MMP Disclosure Statement in such manner as
13 may be necessary or appropriate to consummate the Plan, to the extent authorized by the
14 Bankruptcy Code;

15 (l) The entry of an order including injunctions, necessary to enforce the title, rights,
16 and powers of the Chapter 11 Trustee, the Bankruptcy Estate, the Debtor or the Reorganized
17 Company and the purposes and intent of the Plan, and to impose such limitations, restrictions,
18 terms and conditions of such title, rights and powers as the Bankruptcy Court may deem
19 necessary;

20 (m) Implementation of the provisions of the 10/29/2014 MMP Plan and entry of such
21 orders (i) in aid of Confirmation of the Plan or (ii) as are necessary or appropriate if the Order of
22 Confirmation is for any reason modified, stayed, reversed, revoked, or vacated;

23 (n) Determine any other matters that may arise in connection with or relate to the
24 10/29/2014 MMP Plan, the MMP Disclosure Statement, the Confirmation Order or any contract,
25 instrument, release, or other agreement or document created in connection with the 10/29/2014
26 MMP Plan, the MMP Disclosure Statement or the Confirmation Order except as otherwise
27 provided in the 10/29/2014 MMP Plan, or as otherwise provided under the Bankruptcy Code or
28 other applicable law;

1 (o) Determine any claim of any Person of any nature whatsoever against the
2 Professionals arising in or related to the Bankruptcy Case; or

3 (p) The entry of a Final Decree closing the Bankruptcy Case, including provisions for
4 injunctive relief as may be equitable, consistent with Bankruptcy Rule 3022 and or retention of
5 jurisdiction for the Bankruptcy Court for purposes of this Article XII.

6 If closed, the Bankruptcy Case may be reopened at any time to facilitate the provisions of
7 this Article XII of the Plan.

8 **XIII. EFFECT OF CONFIRMATION**

9 As of the Confirmation Date, the effect of Confirmation shall be as provided in § 1141 of
10 the Bankruptcy Code, and as follows:

11 **A. Binding Effect of Plan.**

12 The provisions of the confirmed Plan shall bind the Chapter 11 Trustee, the Debtor, the
13 Reorganized Company, any Entity acquiring property under or otherwise accepting the benefits
14 of the 10/29/2014 MMP Plan, and every Creditor and Interest Holder, whether or not such
15 Creditor or Interest Holder has filed a proof of Claim or Interest in the Bankruptcy Case, whether
16 or not the Claim or Interest of such Creditor or Interest Holder is Impaired under the 10/29/2014
17 MMP Plan, and whether or not such Creditor or Interest Holder has accepted or rejected the
18 10/29/2014 MMP Plan.

19 **B. Vesting Of Property.**

20 Subject to the provisions of this 10/29/2014 MMP Plan and the Order of Confirmation,
21 the property of the Debtor and the Bankruptcy Estate shall vest in the Reorganized Company on
22 the Effective Date. As of the Effective Date, all such property shall be free and clear of any and
23 all liens, encumbrances, Claims and Interests of Creditors and Interest Holders except as
24 otherwise provided in the 10/29/2014 MMP Plan, including, without limitation, the Unsecured
25 Creditors' Security Interest. Revesting does not modify the nature of any contracts assumed
26 pursuant to the 10/29/2014 MMP Plan.

27 **C. Discharge.**

28 Except as otherwise provided in the Plan or the Order of Confirmation, the rights

1 afforded under the 10/29/2014 MMP Plan and the treatment of Claims and Interests under the
2 10/29/2014 MMP Plan are in exchange for and in complete satisfaction, discharge, and release of,
3 all Claims, including any interest accrued thereon from and after the Petition Date, against the
4 Debtor, the Reorganized Company, the Bankruptcy Estate, or any assets or property of the
5 Debtor, the Reorganized Company and the Bankruptcy Estate. Except as provided in the Plan or
6 the Order of Confirmation, pursuant to Bankruptcy Code § 1141(d), Confirmation forever
7 discharges the Debtor and the Reorganized Company from any and all Claims and all debts that
8 arose before the Effective Date, and all debts of the kind specified in §§ 502(g), 502(h) or 502(i)
9 of the Bankruptcy Code, whether or not: (a) a proof of claim based on such debt is filed or
10 deemed filed under § 501 of the Bankruptcy Code; (b) a Claim based on such debt is Allowed
11 under § 502 of the Bankruptcy Code; or (c) the holder of a Claim based on such debt has
12 accepted the Plan.

13 **D. Exculpation.**

14 To the extent permitted under applicable law, none of Mr. Moore, the Chapter 11 Trustee,
15 the Bankruptcy Estate, the Reorganized Company, the Committee, the members of the
16 Committee (solely in their capacity as such), the Board of Directors, and their respective officers,
17 directors, members, managers, employees, advisors, attorneys, agents, or direct and indirect
18 affiliates will have or will incur any liability to any holder of a Claim or Interest, or any other
19 party in interest, or any of their respective members or former members, agents, employees,
20 representative, financial advisors, attorneys or affiliates or any of their predecessors, successors,
21 or assigns, for any act or omission in connection with, relating to, or arising out of, the
22 Bankruptcy Case, the negotiation and pursuit of confirmation of the 10/29/2014 MMP Plan, the
23 confirmation of the 10/29/2014 MMP Plan, the consummation of the 10/29/2014 MMP Plan, or
24 the administration of the 10/29/2014 MMP Plan excluding the obligations of the Chapter 11
25 Trustee, the Debtor, the Reorganized Company or its Board of Directors under the Plan and any
26 acts or omissions of any Person covered by this Section constituting willful misconduct or gross
27 negligence, and in all respects such Persons shall be entitled to rely on the advice of counsel with
28 respect to their duties and responsibilities under the Plan.

1 **E. Injunction.**

2 **As of the Confirmation Date, all Persons or Entities that have held, currently hold**
3 **or may hold a Claim or other debt or liability that is discharged or any other right that is**
4 **terminated under the Bankruptcy Code or the Plan are permanently enjoined from**
5 **commencing or continuing any action, the employment of process, or other action, to**
6 **collect, recover or offset any such Claim or debt as a liability of the Bankruptcy Estate or**
7 **the Reorganized Company to the fullest extent permitted by Bankruptcy Code § 524.**

8 **F. Preservation of Insurance.**

9 The discharge and release from Claims as provided in the 10/29/2014 MMP Plan, except
10 as necessary to be consistent with the 10/29/2014 MMP Plan, do not diminish or impair the
11 enforceability of any insurance policy that may cover Claims against the Chapter 11 Trustee, the
12 Debtor, the Bankruptcy Estate, the Reorganized Company or any other Person.

13 **G. Reservation of Powers.**

14 The Reorganized Company shall retain all powers granted by the Bankruptcy Code, the
15 Bankruptcy Rules and the Local Rules to a trustee or debtor in possession, including those with
16 respect to the recovery of property and objections to, and/or subordination of, Claims and
17 Interests.

18 **XIV. MISCELLANEOUS**

19 **A. Injunctions and Stays.**

20 Unless otherwise provided, all injunctions or stays arising under or entered during the
21 Bankruptcy Case under § 105 or § 362 of the Bankruptcy Code, or otherwise, and in existence on
22 the Confirmation Date, shall remain in full force and effect until the Effective Date.

23 **B. No Admissions.**

24 Except as specifically provided in the 10/29/2014 MMP Plan, nothing contained in the
25 10/29/2014 MMP Plan shall be deemed or construed in any way as an admission by the
26 Bankruptcy Estate with respect to any matter set forth in the 10/29/2014 MMP Plan, including
27 the amount or allowability of any Claim, or the value of any property of the Bankruptcy Estate.

28 Notwithstanding anything to the contrary in the 10/29/2014 MMP Plan, if the 10/29/2014

1 MMP Plan is not confirmed or the Effective Date does not occur, the 10/29/2014 MMP Plan shall
2 be null and void, and nothing contained in the 10/29/2014 MMP Plan or MMP Disclosure
3 Statement shall: (a) be deemed to be an admission with respect to any matter discussed in the
4 10/29/2014 MMP Plan, including liability on any Claim or the propriety of any Claim's
5 classification; (b) constitute a waiver, acknowledgement, or release of any Claim, Interest, or any
6 claims held by the Bankruptcy Estate or the Committee; or (c) prejudice in any manner the rights
7 of the Bankruptcy Estate or the Committee in any further proceedings.

8 **C. Revocation of the Plan.**

9 Mr. Moore reserves the right to revoke or withdraw the 10/29/2014 MMP Plan before the
10 Confirmation Date.

11 **D. Modification of Plan.**

12 Mr. Moore may propose amendments to or modifications of the 10/29/2014 MMP Plan
13 under § 1127(a) of the Bankruptcy Code and Bankruptcy Rule 3019 at any time prior to the
14 conclusion of the hearing on Confirmation of the 10/29/2014 MMP Plan.

15 In the event that Classes entitled to vote fail to accept the 10/29/2014 MMP Plan in
16 accordance with Bankruptcy Code § 1129(a)(8), Mr. Moore reserves the right to modify the
17 10/29/2014 MMP Plan in accordance with Bankruptcy Code § 1127(a).

18 After the Confirmation Date, the Reorganized Company through the Chapter 11 Trustee
19 may modify the 10/29/2014 MMP Plan in accordance with § 1127(b) of the Bankruptcy Code
20 and Bankruptcy Rule 3019.

21 **E. Saturday, Sunday and Legal Holiday.**

22 If any payment or act under the 10/29/2014 MMP Plan should be made or performed on a
23 day that is not a Business Day, then the payment or act may be completed the next succeeding
24 day that is a Business Day, in which event the payment or act will be deemed to have been
25 completed on the required day.

26 **F. Plan Interpretation.**

27 The headings contained in the 10/29/2014 MMP Plan are for convenience of reference
28 only and shall not limit or otherwise affect in any way the meaning or interpretation of the

1 10/29/2014 MMP Plan. All references in the 10/29/2014 MMP Plan to the singular shall be
2 construed to include references to the plural and vice versa. All references in the 10/29/2014
3 MMP Plan to any one of the masculine, feminine or neuter genders shall be deemed to include
4 references to both other such genders. References to the Debtor shall also include the
5 Reorganized Company (or vice versa) as the context requires. All exhibits, if any, attached to the
6 10/29/2014 MMP Plan are, by this reference, hereby incorporated into the Plan. All references in
7 the 10/29/2014 MMP Plan to a Section or an Article shall mean the appropriately numbered
8 Section or Article of the 10/29/2014 MMP Plan. Whenever the 10/29/2014 MMP Plan uses the
9 term “including,” such reference shall be deemed to mean “including, but not limited to.”

10 **G. Governing Law.**

11 Except to the extent that the Bankruptcy Code or other federal law is applicable, the
12 rights, duties and obligations of the Chapter 11 Trustee, the Debtor, the Reorganized Company,
13 its Board of Directors, all Creditors and any other Person arising under the 10/29/2014 MMP
14 Plan shall be governed by, and construed and enforced in accordance with, the laws of the State
15 of California, without giving effect to California’s choice of law provisions.

16 **H. Setoff/Recoupment.**

17 The Reorganized Company may, but is not required to, setoff or recoup against any
18 Claim or Interest and the payments or other Distribution to be made under the 10/29/2014 MMP
19 Plan in respect of such Claim or Interest, claims of any nature whatsoever that arose before the
20 Petition Date that the Debtor may have against the holder of such Claim or Interest to the extent
21 such claims may be setoff or recouped under applicable law, but neither the failure to do so nor
22 the allowance of any Claim or Interest under the 10/29/2014 MMP Plan shall constitute a waiver
23 or release by the Bankruptcy Estate or the Reorganized Company of any claim that they may
24 have against such Person.

25 **I. Waiver.**

26 After the Confirmation Date, except as otherwise specifically set forth in the 10/29/2014
27 MMP Plan, any term of the 10/29/2014 MMP Plan may be waived in writing only by the party or
28 parties entitled to the benefit of the term to be waived.

1 **J. Notices.**

2 Except for service by electronic filing as permitted by Section VII-P of the 10/29/2014
3 MMP Plan, all notices required or permitted to be made in accordance with the 10/29/2014 MMP
4 Plan shall be in writing and shall be delivered personally or by first class mail, subject to any
5 changes of addresses, notices of which shall be filed with the Bankruptcy Court, the following:

6 If to the Debtor or the Reorganized Company:

7 []
8 Chapter 11 Trustee
9 Address to be provided

10 If to Charles H. Moore:

11 Charles H. Moore
12 c/o Kenneth H. Prochnow
13 Chiles and Prochnow, LLP
14 2600 El Camino Real #412
15 Palo Alto, CA 94306

16 With a copy to:

17 Kenneth H. Prochnow
18 Chiles & Prochnow, LLP
19 2600 El Camino Real #412
20 Palo Alto, CA 94306;

21 and if to a holder of an Allowed Claim, at the address set forth in its proof of claim filed in
22 the Bankruptcy Case, or if none, at its address set forth in the Schedules. Notices shall be
23 deemed given when delivered or deposited in the United States mail. Any Person or Entity may
24 change the address at which such Person or Entity is to receive notices under the
25 10/29/2014 MMP Plan by filing its change of address with the Bankruptcy Court and
26 serving the Debtor or the Reorganized Company and its counsel at the addresses provided in
27 this Section.

28 **K. Reservation of Rights.**

 Neither the filing of the 10/29/2014 MMP Plan nor any statement or provision contained
in the 10/29/2014 MMP Plan or in the MMP Disclosure Statement, nor the taking by any party in
interest of any action with respect to the 10/29/2014 MMP Plan, shall: (a) be or be deemed to be
an admission against interest; and (b) until the Effective Date, be or be deemed to be a waiver of
any rights any party in interest may have: (i) against any other party in interest; or (ii) in any of

1 the assets of any other party in interest, and, until the Effective Date, all such rights are
2 specifically reserved. In the event that the 10/29/2014 MMP Plan is not confirmed or fails to
3 become effective, neither the 10/29/2014 MMP Plan nor the MMP Disclosure Statement nor any
4 statement contained in the 10/29/2014 MMP Plan or in the MMP Disclosure Statement may be
5 used or relied upon in any manner in any suit, action, proceeding or controversy within or
6 without this Bankruptcy Case involving the Debtor, except with respect to Confirmation of the
7 10/29/2014 MMP Plan.

8 **L. Severability**

9 Should any term or provision of the 10/29/2014 MMP Plan be determined to be
10 unenforceable, such determination shall in no way limit or affect the enforceability and operative
11 effect of any other term or provisions of the 10/29/2014 MMP Plan.

12 **XV. DEFAULT PROVISIONS**

13 If the Reorganized Company shall default in the performance of any of its obligations
14 under the 10/29/2014 MMP Plan, and shall not have cured such default within a period of 10
15 days after receipt of written notice of such default from any party in interest affected by the
16 alleged default, then such party in interest may move the Bankruptcy Court, upon notice to the
17 Notice Parties, for an order directing the Reorganized Company to perform such obligations. If
18 the Reorganized Company fails to perform such obligations within 21 days, any party in interest,
19 including, but not limited to, the Office of the United States Trustee, may immediately (i) move
20 to set aside the Confirmation Order; (ii) move for the appointment of a replacement Chapter 11
21 Trustee; (iii) move to convert the case to a case under Chapter 7 of the Bankruptcy Code; or (iv)
22 in the instance of the Chapter 11 Trustee, foreclose on the Unsecured Creditors' Security Interest
23 in all TPL Assets.

24 In the event the Bankruptcy Court enters an order converting the Bankruptcy Case to a
25 case under Chapter 7 of the Bankruptcy Code, the 10/29/2014 MMP Plan shall terminate, and all
26 property of the Reorganized Company shall vest in the Chapter 7 estate. Such property shall be
27 administered by the Chapter 7 trustee as prescribed in Chapter 7 of the Bankruptcy Code. Any
28 party in interest may oppose any such motion.

1 **XVI. OVERRIDING PROTECTIONS FOR LICENSEE PARTIES**

2 **A. Scope and Intent of This Article**

3 As a settlement of the Licensee Objectors' concerns and objections, this Article is
4 included to effectuate the parties' intent to eliminate any adverse effects or prejudice of the
5 10/29/2014 MMP Plan or Confirmation Order or termination of the Plan or conversion to
6 Chapter 7, pursuant to Article XV or otherwise, on the Licensee Parties' licenses, claims, rights,
7 interests and defenses. This Article XVI shall apply comprehensively to preserve all Licensee
8 Parties' rights, licenses, claims, rights, interests and defenses, as described herein,
9 notwithstanding any other provision of the Plan or the Confirmation Order. To the extent any
10 direct or indirect conflict exists between this Article and any other provision of the Plan,
11 including Article XIII or the Confirmation Order, this Article shall control. That is, this Article
12 shall create an exception to any conflicting provision or consequence of the Plan as if expressly
13 cross-referenced therein.

14 **B. Confirmation Order**

15 The Confirmation Order shall incorporate and reaffirm this Article XVI in its entirety,
16 together with the definitions used herein.

17 **C. Amendments to Article XVI**

18 This Article (and definitions used herein) shall not be amended, modified or otherwise
19 adversely affected, directly or indirectly, from other Plan or Confirmation Order amendments,
20 without the prior written consent of each Licensee Objector.

21 **D. No Adverse Impact on Licensee Protected Contracts**

22 Notwithstanding any other provision of the 10/29/2014 MMP Plan or Confirmation Order,
23 the Licensee Protected Contracts, and the rights, claims, including offsetting or recoupment
24 claims, interests and defenses of each Licensee Party, shall ride through this Bankruptcy Case
25 without prejudice or adverse effects of any kind, including on account of § 1141 or any Plan
26 termination or Chapter 7 conversion under Article XV or otherwise. All such Licensee Protected
27 Contracts shall remain in full force and effect, and continue to be valid, binding, and enforceable
28 in accordance with their terms, against TPL, the Reorganized Company, and all applicable third-

1 party patent owners and their successors and assigns, as if there had been no Bankruptcy Case or
2 Plan or Confirmation Order (or no Plan termination or Chapter 7 conversion under Article XV or
3 otherwise), and neither TPL's reorganization, nor Chapter 7 conversion, nor exit from
4 bankruptcy nor termination of Plan shall affect such validity and enforceability of the Licenses.

5 For the avoidance of doubt, nothing in the 10/29/2014 MMP Plan, MMP Disclosure
6 Statement, or Confirmation Order, and no act or omission of the Chapter 11 Trustee, Debtor or
7 Reorganized Company (such as rejection of or failure to assume any executory contract) changes
8 or impairs in any way any rights, interests, claims, licenses, or defenses under the Licensee
9 Protected Contracts. Without limiting the generality of the foregoing, nothing in the 10/29/2014
10 MMP Plan shall have the effect of stripping or undermining any rights, interests, claims, licenses,
11 or defenses under the Licensee Protected Contracts. Moreover, to the extent permissible by
12 otherwise applicable law, the Confirmation Order shall estop, enjoin, and forever bar the Chapter
13 11 Trustee, the Debtor, the Reorganized Company, and all applicable third-party patent owners
14 and each of their successors and assigns from taking any action to disrupt or otherwise invalidate
15 or challenge Licensee Parties' licenses, rights, offsetting or recoupment claims, interests,
16 property or defenses.

17 Thus, for avoidance of doubt, each Licensee Party shall have the same unimpaired rights,
18 claims, including offsetting or recoupment claims, interests, and defenses, as such party would
19 have had there been no Bankruptcy Case or 10/29/2014 MMP Plan. As used in this Article, the
20 terms rights, claims, interests and defenses shall be used in their broadest and most
21 comprehensive senses, including, without limitation, as such terms are used in the Bankruptcy
22 Code. Moreover, the property and property rights of each Licensee Party shall not be directly or
23 indirectly impaired, prejudiced or otherwise adversely affected by the 10/29/2014 MMP Plan or
24 Confirmation Order, whether by § 1141 or otherwise. Nothing in the 10/29/2014 MMP Plan or
25 in the Confirmation Order shall be deemed to restrain, enjoin, stay or otherwise obstruct the
26 enforcement, exercise or defense by any Licensee Party after the Effective Date of any of their
27 licenses, rights, offsetting or recoupment claims, interests, property or defenses. Without limiting
28 the generality of the foregoing and notwithstanding any retained jurisdiction provisions in the

1 Plan, the Licensee Parties may respond as law or equity permit with respect to any claim or
2 cross-claim by the Committee (no such claim is expected or authorized under the 10/29/2014
3 MMP Plan), Debtor or Reorganized Company or its affiliates or any of their successors,
4 assignees, or agents, by enforcing in any court or tribunal of competent jurisdiction (as if all
5 bankruptcy jurisdiction with respect thereto ended on the Effective Date) any or all of the
6 licenses, rights, offsetting or recouping claims, interests, property or defenses available or
7 reserved in connection with this Article.

8 **E. No Change for Patent Actions**

9 Notwithstanding any other provision of the 10/29/2014 MMP Plan or the Confirmation
10 Order or the operation of Article XV, to the extent any patent action or other litigation has been
11 or may be filed or threatened by or for the Chapter 11 Trustee, the Debtor or the Reorganized
12 Company against any Licensee Objector, the position of the parties thereto after the Effective
13 Date shall not be changed by or on account of the 10/29/2014 MMP Plan or Confirmation Order,
14 and Licensee Parties' rights and defenses shall remain fully preserved, as if there had been no
15 Bankruptcy Case or Plan.

16 **F. No Rejection or § 1141 Impact On Licenses**

17 None of the Licensee Protected Contracts can or will be rejected pursuant to § 365 or
18 impaired or extinguished or discharged or prejudiced by § 1141 or otherwise, but rather all
19 Licensee Protected Contracts shall ride through unimpaired, as provided in this Article.
20 Furthermore, there shall be no rejection, including no post-Effective Date rejection, of any of the
21 Licensee Protected Contracts; all such agreements shall either be expressly assumed by the
22 Debtor or shall ride through the Bankruptcy Case unimpaired.

23 **G. No Limit on Licensee Transfers**

24 Notwithstanding Plan Article IX or any other provision of the 10/29/2014 MMP Plan or
25 Confirmation Order or, to the maximum extent permitted by applicable law, any Licensee Party
26 may transfer, without restraint, all or any part of or interest in its preserved rights, property,
27 claims, interests or defenses, including the Licensee Protected Contracts, whether before or after
28 the Effective Date.

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H. No Limit on Licensee Amendments to Claims, as Permitted By Law

Notwithstanding Plan Article IX or other provisions of the 10/29/2014 MMP Plan or Confirmation Order, applicable law shall determine whether and to what extent any Licensee Objector’s proof of claim may be amended.

I. Reserved Objections

If and to the extent that any challenge or dispute is made with respect to any licenses, rights, property, interests, claims or defenses or other benefits preserved for Licensee Objectors herein, such Licensee Objectors may not only defend on the basis of this Article XVI, but also on the basis of any or all of the prior objections and arguments of Licensee Objectors, all of which are reserved defensively to protect them from any such challenge or dispute. Furthermore, nothing in the 10/29/2014 MMP Plan or Confirmation Order or the operation of Article XV shall constitute a waiver by any Licensee Objector of such party’s rights under *Stern v. Marshall*, 131 S. Ct. 2594 (2011), or *Bellingham Ins. Agency, Inc. v. Arkin (In re Bellingham Ins. Agency, Inc.)*, 702 F.3d 553 (9th Cir. 2012), to challenge the jurisdiction of the Bankruptcy Court to issue a final judgment.

Respectfully submitted,

Dated: October 29, 2014

CHILES & PROCHNOW, LLP

By: /s/ Kenneth Prochnow
Kenneth Prochnow
Attorneys for Charles H. Moore