1	Heinz Binder (SBN 87908)		
2	Robert G. Harris (SBN 124678) Ryan M. Penhallegon (SBN 234787)		
3	BINDER & MALTER, LLP 2775 Park Avenue		
4	Santa Clara, CA 95050 Tel: (408) 295-1700		
5	Fax: (408) 295-1531 Email: <u>Heinz@bindermalter.com</u>		
6	Email: <u>Rob@bindermalter.com</u> Email: <u>Ryan@bindermalter.com</u>		
7			
8 9	Attorneys for Debtor and Debtor-in-Possession TECHNOLOGY PROPERTIES LIMITED LLC		
10	UNITED STATES BANKRUPTCY COURT		
11	NORTHERN DISTRICT OF CALIFONRIA		
12	SAN JOSE DIVISION		
13			
14	In re: Case No.: 13- 51589SLJ		
15	TECHNOLOGY PROPERTIES LIMITED, LLC, a California limited liability company,Chapter 11		
16	Debtor.		
17			
18			
19	OBJECTION TO CLAIM NOS. 26, 26-1 AND 26-2 OF CHARLES H. MOORE		
20			
21	Debtor and Debtor-in-Possession Technology Properties Limited LLC ("TPL") hereby		
22	objects to Proofs of Claim 26, 26-1, and 26-2 filed by Charles H. Moore, true and correct copies		
23	of which are attached hereto as Exhibit "A", as follows:		
24			
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26			
27	Objection to Object New York 1		
28	Objection to Claim Nos. 26, 26-1 Page 1 and 26-2 of Charles H. Moore Page 1 Case: 13-51589 Doc# 649 Filed: 02/04/15 Entered: 02/04/15 17:23:59 Page 1 of 4		

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22	the Plan).
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26	2, are for the s Claim 26-2, w
27	Moore's claim
28	Objection to C and 26-2 of C

imant Charles Moore's ("Moore") claim¹ is expressly made a contingent one. The ntingent upon Debtor not accepting the January 23, 2013 Settlement Agreement nong others, Debtor and Moore (the "Settlement Agreement"). Because the Joint organization By Official Committee of Unsecured Creditors and Debtor (January 8, oint Plan") assumes the Settlement Agreement, the contingency has not occurred and has not and is not asserting any claim against Debtor.

last paragraph of the attachment to Moore's Proof of Claim states: "If the 01/23/13Agreement and its rights and obligations are assumed and accepted by Debtor TPL, ency upon which this claim of Plaintiff Moore rests will not occur, and this contingent not be pursued by Plaintiff Moore." Based on the Joint Plan that has been filed, the y upon which Moore's claim is based will not occur and thus no claim exists. Joint Plan of Reorganization By Official Committee of Unsecured Creditors and

nuary 8, 2015), Docket #637, states:

ch of the following executory contracts shall be assumed by the Reorganized npany on the Effective Date to the extent each such contract is executory in are, and Confirmation of the Plan shall effect such assumption: (1) the /Moore/PTSC/PDS agreement dated January 23, 2013..."

refore, the stated intention of the Debtor and Official Committee of Unsecured as evidenced by the provisions of the Joint Plan (Docket #637) is to assume the Ioore/PTSC/PDS agreement dated January 23, 2013" (Citation at page 42 of Therefore, the contingency upon which Moore's claim is based will not occur,

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iled multiple Proofs of Claim for the same amount. The Proofs of Claim, numbered 26, 26-1, and 26same amount and appear identical. Proofs of Claim 26 and 26-1 were filed on July 19, 2013. Proof of which states that it amends Proof of Claim 26, was filed on July 23, 2013. This Objection by Debtor to ns extends to each Proof of Claim filed by Moore (26, 26-1, and 26-2).

and by the terms of Moore's Proof of Claim it should not "be pursued by Plaintiff Moore."

Accordingly, as Moore states in his Proof of Claim "the contingency upon which this claim of Plaintiff Moore rests will not occur." Thus, no claim has been or will be asserted by Moore or presently exists.

Nonetheless, even assuming hypothetically that the Settlement Agreement were to be rejected, there is no basis for Moore's claim that he has a right to damages against Debtor "in an amount of at least \$30,195,000.00." Under the Settlement Agreement, Moore does not receive, and is not entitled to receive, any payment from Debtor. Rather, the payments to which Moore is entitled under the Settlement Agreement come from, and are owed by, Phoenix Digital Solutions, LLC ("PDS"). In addition, pursuant to the Settlement Agreement Moore released and dismissed all of his claims against Debtor with prejudice and a dismissal with prejudice has been filed.

Accordingly, if hypothetically Debtor were to reject and thereby breach the Settlement Agreement, Moore would continue to be entitled to receive payments under the Settlement Agreement from PDS and would sustain no loss and have no claim for damages against Debtor arising from the breach of the Settlement Agreement. Further, any such hypothetical rejection would amount to a breach of the Settlement Agreement, not a rescission, and would only give rise to a claim for actual damages, of which there would be done. There a number of parties to the Settlement Agreement other than just Debtor and Moore, meaning that even if Debtor were to reject the Settlement Agreement as to Moore, the Settlement Agreement would remain in effect, Moore would continue to be entitled to payment from PDS, and no claim against TPL by Moore for damages would lie. Regardless, these issues are moot since the Settlement Agreement has not been rejected and thus no claim has been or will be asserted by Moore.

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2	For the reasons stated above, Moore is not entitled to any distribution in this bankruptcy			
3	case. To the extent Moore's contingent claim actually ripens into a claim that Moore intends to			
4	pursue, Debtor reserves the right to object to the claim on further and additional grounds.			
5				
6				
7	Dated: February 4, 2015 BINDER & MALTER, LLP			
8				
9	By: <u>/s/ Robert G. Harris</u> Robert G. Harris			
10	Attorneys for Debtor and Debtor-in-Possession TECHNOLOGY PROPERTIES LIMITED LLC			
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28	Objection to Claim Nos. 26, 26-1 and 26-2 of Charles H. Moore Case: 13-51589 Doc# 649 Filed: 02/04/15 Entered: 02/04/15 17:23:59 Page 4 of 4			

EXHIBIT A

B10 (Official Form 10) (04/13)				
UNITED STATES BANKRUPTCY	COURT Northern District of	California	PROOF OF CLAIM	
Name of Debtor:		Case Number:		
Technology Properties Limited, LL	С	13-51589SLJ		
동물 사람은 것은 것이 하는				
NOTE: Do not use this form to make a clair may file a request for paymen	m for an administrative expense that arise to of an administrative expense according t		You	
Name of Creditor (the person or other entity				
Charles H. Moore			COURT USE ONLY	
Name and address where notices should be s	ent:		Check this box if this claim amends a	
c/o Chiles and Prochnow, LLP 2600 El Camino Real, Suite 412			previously filed claim.	
Palo Alto, CA 94306-1719			Court Claim Number:	
Telephone number: (650) 812-0400	email: kprochnow@chilesprolaw.c	m	(If known)	
. (000)012-0400	Kproennew(agennesproidw.e		Filed on:	
Name and address where payment should be	sent (if different from above):		Check this box if you are aware that anyone else has filed a proof of claim	
			relating to this claim. Attach copy of	
			statement giving particulars.	
Telephone number:	email:			
1. Amount of Claim as of Date Case Filed	: \$ 30,195	,000.00		
If all or part of the claim is secured, complet	e item 4			
If all or part of the claim is entitled to priorit	y, complete item 5.			
Check this box if the claim includes interest	est or other charges in addition to the princ	ipal amount of the claim. Att	ach a statement that itemizes interest or charges.	
2. Basis for Claim: Contingent claim (See instruction #2)	- liability if settlement of litigation is	s set aside		
3. Last four digits of any number by which creditor identifies debtor:	a. Debtor may have scheduled account a	s: 3b. Uniform Claim Id	entifier (optional):	
(3	See instruction #3a)	(See instruction #3b)		
4. Secured Claim (See instruction #4)			and other charges, as of the time case was filed,	
Check the appropriate box if the claim is see		menudeu în secureu ci	included in secured claim, if any:	
setoff, attach required redacted documents, a	and provide the requested information.			
Nature of property or right of setoff: □R Describe:	eal Estate DMotor Vehicle DOther	Basis for perfection:		
Value of Property: S		Amount of Secured C	laim: \$	
	or 🗇 Variable	Amount Unsecured:		
(when case was filed)		Amount enseureu.	۳ <u>ــــــــــــــــــــــــــــــــــــ</u>	
5. Amount of Claim Entitled to Priority u the priority and state the amount.	nder 11 U.S.C. § 507 (a). If any part of	the claim falls into one of th	e following categories, check the box specifying	
Domestic support obligations under 11	Wages, salaries, or commissions (up		ibutions to an	
U.S.C. § 507 (a)(1)(A) or (a)(1)(B).	earned within 180 days before the case we debtor's business ceased, whichever is e		e benefit plan – . § 507 (a)(5).	
	11 U.S.C. § 507 (a)(4).	unor – 11 0.5.C	Amount entitled to priority:	
□ Up to \$2,775* of deposits toward	Taxes or penalties owed to governme	ental units – 🗖 Other	– Specify \$	
purchase, lease, or rental of property or services for personal, family, or household use -11 U.S.C. § 507 (a)(7).	11 U.S.C. § 507 (a)(8).	applicabl	e paragraph of . § 507 (a)().	
*Amounts are subject to adjustment on 4/01/	(16 and every 3 years thereafter with respe	ct to cases commenced on or	after the date of adjustment.	
6. Credits. The amount of all payments on	this claim has been credited for the purpos	e of making this proof of clai	m. (See instruction #6)	

Documents: Attached are redacted copies of any documents that support the c	laim, such as promissory notes, purchase orders, involces, itemized statements of			
ining accounts, outracts, judgments, mortgages, security agreements, or, in the or tatement providing the information required by FRBP 3001(c)(3)(A). If the claim ividence of perfection of a security interest are attached. If the claim is secured by iled with this claim. (See instruction #7, and the definition of "redacted".)	case of a claim based on an open-end or revolving consumer credit agreement, a is secured, box 4 has been completed, and redacted copies of documents providing the debtor's principal residence, the Mortgage Proof of Claim Attachment is being			
DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.				
f the documents are not available, please explain: Summary attached; supp	ponting documents subject to protective orders			
8. Signature: (See instruction #8)				
Check the appropriate box.				
or their auth	trustee, or the debtor, orized agent. (See Bankruptcy Rule 3005.) (See Bankruptcy Rule 3005.)			
declare under penalty of perjury that the information provided in this claim is true	e and correct to the best of my knowledge, information, and reasonable belief.			
Print Name: Charles H. Moore	and the second			
Title: Company:	(Signature) (Date) (Date)			
Address and telephone number (if different from notice address above): 2090 West College Parkway Apt. 6 Carson City, NV 89703	"(Signature) (Date)			
Telephone number (530) 205-5446 email: chipchuck@colorforth.cc	2011			
and a second	r imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.			
The instructions and definitions below are general explanations of the law. In exceptions to these	PROOF OF CLAIM FORM certain circumstances, such us bankruptcy cases not filed voluntarily by the debtor, general rules may apply.			
Court, Name of Debtor, and Case Number:	d in Proof of Claim form claim is entirely unsecured. (See Definitions.) If the claim is secured, check the			
Fill in the federal judicial district in which the bankruptcy case was filed (for example, Central District of California), the debtor's full name, and the case number 1f the creditor received a notice of the case from the bankruptcy court, all of this information is at the top of the notice.	box for the nature and value of property that secures the claim, attach copies of it documentation, and state, as of the date of the bankruptcy filing, the annual inter- rate (and whether it is fixed or variable), and the amount past due on the claim.			
 Creditor's Name and Address: Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g). 1. Amount of Claim as of Date Case Filed: State the total amount owed to the creditor on the date of the bankruptcy filing. Follow the instructions concerning whether to complete items 4 and 5. Check the box if interest or other charges are included in the claim. 2. Basis for Claim: State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/vrongful death, car loan, morrigage note, and credit card. If the claim is based on delivering health care goods or services, limit the disclosure of the goods or services or avoid enditional disclosure if an interested party objects to the claim. 3. Last Four Digits of Any Number by Which Creditor Identifies Debtor: State only the last four digits of the debtor's account or other number used by the creditor to identify the debtor. 3. Debtor May Have Scheduled Account As. 	 5. Amount of Claim Eutitled to Priority Under 11 U.S.C. § 507 (a). If any portion of the claim falls into any category shown, check the appropriate box(es) and state the amount entitled to priority. (See Definitions.) A claim may be partly priority and partly non-priority. For example, in some of the categories the law limits the amount entitled to priority. 6. Credits: An authorized signature on this proof of claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt. 7. Documents: Attach redacted copies of any documents that show the debt exists and a lien secures the debt. You must also attach copies of documents that evidence perfect of any security interest and documents required by FRBP 3001(c) for claims bas on an open-end or revolving consumer credit agreement or secured by a security interest and documents. Full You any also attach a summary in addition to the documents themselves. FRBP 3001(c) and (d). If the claim is bas on delivering health care goods or services, limit disclosing confidential health c information. Do not send original documents, as attachments may be destroyed after scaming. 8. Date and Signature: The individual completing this proof of claim must sign and date it. FRBP 900 If the claim is filed electronically, FRBP 5005(a)(2) authorizes courts to estab local rules specifying what constitutes a signature. If you sign this form, declare under penalty of perjury that the information provided is true and correct the best of your knowledge, information, and reasonable belief. Your signatur also a certification that the claim meets the requirements of FRBP 9011 Whether the claim is filed electronically or in person, if your signatur and original information. Print the anne and time 			
 3b. Uniform Claim Identifier: If you use a uniform claim identifier, you may report it here. A uniform claim identifier is an optional 24-character identifier that certain large creditors use to facilitate electronic payment in chapter 13 cases. 4. Secured Claim: 	any, of the creditor or other person authorized to file this claim. State the file address and telephone number if it differs from the address given on the top of form for purposes of receiving notices. If the claim is filed by an authorized ag provide both the name of the individual filing the claim and the name of the ag If the authorized agent is a servicer, identify the corporate servicer as the compa Criminal penalties apply for making a false statement on a proof of claim.			

Page 2 of 6

DEFINITIONS

Debtor

A debtor is the person, corporation, or other entity that has filed a bankruptcy case.

Creditor

A creditor is a person, corporation, or other entity to whom debtor owes a debt that was incurred before the date of the bankruptcy filing. See 11 U.S.C. §101 (10).

Claim

A claim is the creditor's right to receive payment for a debt owed by the debtor on the date of the bankruptcy filing. See 11 U.S.C. §101 (5). A claim may be secured or unsecured.

Proof of Claim

A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with the clerk of the same bankruptcy court in which the bankruptcy case was filed.

Secured Claim Under 11 U.S.C. § 506 (a)

A secured claim is one backed by a lien on property of the debtor. The claim is secured so long as the creditor has the right to be paid from the property prior to other creditors. The amount of the secured claim cannot exceed the value of the property. Any amount owed to the creditor in excess of the value of the property is an unsecured claim. Examples of liens on property include a mortgage on real estate or a security interest in a car. A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In some states, a court judgment is a lien. A claim also may be secured if the creditor owes the debtor money (has a right to setoff).

Unsecured Claim

An unsecured claim is one that does not meet the requirements of a secured claim. A claim may be partly unsecured if the amount of the claim exceeds the value of the property on which the creditor has a lien.

Claim Entitled to Priority Under 11 U.S.C. § 507 (a)

Priority claims are certain categories of unsecured claims that are paid from the available money or property in a bankruptcy case before other unsecured claims.

Redacted

A document has been redacted when the person filing it has masked, edited out, or otherwise deleted, certain information. A creditor must show only the last four digits of any social-security, individual's tax-identification, or financial-account number, only the initials of a minor's name, and only the year of any person's date of birth. If the claim is based on the delivery of health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information.

Evidence of Perfection

Evidence of perfection may include a mortgage, lien, certificate of title, financing statement, or other document showing that the lien has been filed or recorded.

____INFORMATION____

3

Acknowledgment of Filing of Claim

To receive acknowledgment of your filing, you may either enclose a stamped self-addressed envelope and a copy of this proof of claim or you may access the court's PACER system

(www.pacer.psc.uscourts.gov) for a small fee to view your filed proof of claim.

Offers to Purchase a Claim

Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 *et seq.*), and any applicable orders of the bankrupt court.

Charles H. Moore Contingent Claim:

1

At all pertinent times prior to January 23, 2013, Charles H. 2 Moore, as plaintiff, maintained and pursued claims against 3 defendants including Technology Properties Limited, LLC (the 4 5 present Chapter 11 Debtor, "Debtor TPL"), in a California state 6 court action known as Charles H. Moore v. Technology Properties 7 Limited, LLC, et al (assigned file no. 1-10-CV-183613 by the Clerk of Court, Santa Clara County Superior Court; "Moore v. 8 TPL"). On or about January 23, 2013, the parties to the Moore v. 9 TPL litigation (including plaintiff Moore and defendant Debtor 10 11 TPL, together with other third parties) signed a comprehensive 12 Settlement Agreement (the "01/23/13 Settlement Agreement").

13 The 01/23/13 Settlement Agreement, the terms of which are 14 confidential, was agreed to (in whole or in part) and signed by 15 the following-

16 - plaintiff Moore and Debtor TPL (who together hold an 17 apportioned one-half interest in the "Moore Microprocessor 18 Portfolio" [named after its inventor, plaintiff Moore; the "MMP 19 Portfolio"],

20 - Phoenix Digital Solutions LLC (which holds the right and 21 authority to license the MMP Portfolio, "PDS"),

22 - Patriot Scientific Corporation (which holds the other one-half
23 interest in the MMP Portfolio),

24 - Alliacense Limited LLC (which holds the right and authority to
25 negotiate licensing of the MMP Portfolio to third parties on PDS'
26 behalf),

27 - Daniel E. Leckrone, D. Mac Leckrone, and Michael Davis (present
28 or former insiders of Debtor TPL and present employees of

Case 13-51589 stalement in Filed 07/19/13 Charges Main Document of Page 4 of 6

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1 Alliacense), and

2 - GREENARRAYS, Inc. (which was named as a cross-defendant by
3 Debtor TPL in the *Moore* v. *TPL* litigation).

Plaintiff Moore's Moore v. TPL first amended complaint 4 alleges actual fraud against Debtor TPL, and also includes causes 5 6 of action for cancellation of instrument; for rescission and restitution; for damages for fraudulent promise; for contractual 7 8 damages; for conspiracy; for breach of contract; for constructive 9 trust and accounting; and for a preliminary and permanent 10 injunction. The damages to which plaintiff Moore is entitled are 11 not specified in the first amended complaint. The damages owed by Debtor TPL to plaintiff Moore are reasonably calculated to be at 12 13 least \$30,195,000.00 (thirty million one-hundred-ninety-five thousand dollars). 14

Since the time the parties executed the 01/23/13 Settlement Agreement, and in accordance with and in reliance upon it, plaintiff Moore has dismissed with prejudice his first amended complaint in *Moore v. TPL*, and each and all of the first amended complaints' allegations against Debtor TPL, Alliacense Limited LLC, Daniel E. Leckrone, D. Mac Leckrone, and Michael Davis, as well as against the DOE Defendants specified in the pleading. The *Moore v. TPL* cross-complaint against Plaintiff Moore and against GREENARRAYS, Inc., has also been dismissed with prejudice.

Since January 23, 2013, PDS has received licensing revenue
proceeds from MMP Portfolio licenses negotiated by Alliacense.
Upon information and belief, PDS has abided by the 01/23/13
Settlement Agreement in paying out proportional shares of those
proceeds to parties to the 01/23/13 Settlement Agreement,

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including upon information and belief to Debtor TPL, which has
 accepted the benefits of the 01/23/13 Settlement Agreement
 without exception or objection to its terms.

The 01/23/13 Settlement Agreement therefore appears to be in
full force and effect between and among the parties, with the
rights and revenues it affords, and the obligations it imposes,
assumed by Debtor TPL.

In the event, however, that Debtor TPL or others on its behalf set aside the 01/23/13 Settlement Agreement, either under 11 U.S.C.A Sec. 547 or otherwise, that event would revoke some or all of the benefits afforded under the 01/23/13 Settlement Agreement and relieve the parties from the obligations imposed by that Agreement. Such a contingency would restore Plaintiff Moore to his status quo ante before the date and time of the 01/23/13 Settlement Agreement, revoke some or all of the agreements among and releases afforded to parties under the 01/23/13 Settlement Agreement, and revive Plaintiff Moore's right to damages against bebtor TPL in an amount of at least \$30,195,000.00.

19 If the 01/23/13 Settlement Agreement and its rights and 20 obligations are assumed and accepted by Debtor TPL, the 21 contingency upon which this claim of Plaintiff Moore rests will 22 not occur, and this contingent claim will not be pursued by 23 Plaintiff Moore.

24 25 26

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	TCY COURT Northern District o	f California	PROOF OF CLAIM
Name of Debtor:		Case Number:	
Technology Properties Limited	, LLC	13-51589SLJ	
화 눈 손님, 것이다.			
	a claim for an administrative expense that aris yment of an administrative expense according		
	ntity to whom the debtor owes money or prope	erty):	
Charles H. Moore			COURT USE ONLY
Tame and address where notices should c/o Chiles and Prochnow, LLP	be sent:		Check this box if this claim amends a previously filed claim.
2600 El Camino Real, Suite 41	2		
Palo Alto, CA 94306-1719			Court Claim Number: (If known)
elephone number: (650) 812-0400) email: kprochnow@chilesprolaw.	.com	Filed on:
lame and address where payment shoul	ld be sent (if different from above):		Check this box if you are aware that
			anyone else has filed a proof of claim relating to this claim. Attach copy of
			statement giving particulars.
elephone number:	email:		
. Amount of Claim as of Date Case I	Filed: \$30,19	5,000.00	1
f all or part of the claim is secured, con	nplete item 4		
f all or part of the claim is entitled to pr	nority, complete item 5.		
Check this box if the claim includes i	interest or other charges in addition to the prin-	cipal amount of the claim. Attach a	a statement that itemizes interest or charges.
2. Basis for Claim: Contingent cl (See instruction #2)	laim- liability if settlement of litigation	is set aside	
			그 것이 많은 것은 것이 많은 물람들이다.
b. Last four digits of any number by which creditor identifies debtor:	3a. Debtor may have scheduled account	as: 3b. Uniform Claim Identi	fier (optional):
	3a. Debtor may have scheduled account (See instruction #3a)	as: 3b. Uniform Claim Identi (See instruction #3b)	fier (optional):
by which creditor identifies debtor:	(See instruction #3a)	(See instruction #3b) Amount of arrearage and	other charges, as of the time case was file
y which creditor identifies debtor: . Secured Claim (See instruction #4) Check the appropriate box if the claim i	(See instruction #3a)	(See instruction #3b)	other charges, as of the time case was file
 Secured Claim (See instruction #4) Check the appropriate box if the claim is etoff, attach required redacted document 	(See instruction #3a) is secured by a lien on property or a right of nts, and provide the requested information.	(See instruction #3b) Amount of arrearage and	other charges, as of the time case was file
y which creditor identifies debtor: Secured Claim (See instruction #4) Check the appropriate box if the claim is etoff, attach required redacted document Nature of property or right of setoff:	(See instruction #3a)	(See instruction #3b) Amount of arrearage and	other charges, as of the time case was file
y which creditor identifies debtor: Secured Claim (See instruction #4) Check the appropriate box if the claim is etoff, attach required redacted document Nature of property or right of setoff: Describe:	(See instruction #3a) is secured by a lien on property or a right of nts, and provide the requested information.	(See instruction #3b) Amount of arrearage and included in secured claim, Basis for perfection:	other charges, as of the time case was file , if any: S
y which creditor identifies debtor: A. Secured Claim (See instruction #4) Check the appropriate box if the claim is etoff, attach required redacted document Nature of property or right of setoff: Describe:	(See instruction #3a) is secured by a lien on property or a right of nts, and provide the requested information.	(See instruction #3b) Amount of arrearage and included in secured claim,	other charges, as of the time case was file , if any: S
by which creditor identifies debtor: A. Secured Claim (See instruction #4) Check the appropriate box if the claim i etoff, attach required redacted document Nature of property or right of setoff: Describe: Value of Property: S	(See instruction #3a) is secured by a lien on property or a right of nts, and provide the requested information.	(See instruction #3b) Amount of arrearage and included in secured claim, Basis for perfection:	other charges, as of the time case was file , if any: S
by which creditor identifies debtor: A. Secured Claim (See instruction #4) Check the appropriate box if the claim i etoff, attach required redacted document Nature of property or right of setoff: Describe: /alue of Property: \$	(See instruction #3a) is secured by a lien on property or a right of nts, and provide the requested information. Real Estate DMotor Vehicle Other	(See instruction #3b) Amount of arrearage and included in secured claim, Basis for perfection: Amount of Secured Claim	other charges, as of the time case was file , if any: S
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Amount of Claim Entitled to Prior Amount of Claim Entitled to Prior he priority and state the amount. Domestic support obligations under 1 J.S.C. § 507 (a)(1)(A) or (a)(1)(B).	(See instruction #3a) is secured by a lien on property or a right of nts, and provide the requested information. Real Estate Motor Vehicle Other ced Or Variable rity under 11 U.S.C. § 507 (a). If any part of uearned within 180 days before the case debtor's business ceased, whichever is 11 U.S.C. § 507 (a)(4). Taxes or penalties owed to governm 11 U.S.C. § 507 (a)(8).	(See instruction #3b) Amount of arrearage and included in secured claim. Basis for perfection:	other charges, as of the time case was file, if any: \$
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 Official Form 10) (04/13) Documents: Attached are redacted copies of any documents that support the c 	laim, such as promissory notes, purchase orders, invoices, itemized statements of
unning accounts, contracts, judgments, mortgages, security agreements, or, in the interment accounts, the information required by FRBP 3001(cV3)(A). If the claim	case of a claim based on an open-end or revolving consumer credit agreement, a is secured, box 4 has been completed, and redacted copies of documents providing the debtor's principal residence, the Mortgage Proof of Claim Attachment is being
O NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY	BE DESTROYED AFTER SCANNING.
f the documents are not available, please explain: Summary attached; sup	porting documents subject to protective orders
. Signature: (See instruction #8)	
check the appropriate box.	
or their auth	trustee, or the debtor, iorized agent. uptcy Rule 3004.)
declare under penalty of perjury that the information provided in this claim is true	e and correct to the best of my knowledge, information, and reasonable belief.
Print Name: Charles H. Moore	
Fitle:	(Signature) (Date) 1/19/17
Address and telephone number (if different from notice address above): 2090 West College Parkway Apt, 6 Carson City, NV 89703	(Signature) (Date)
Telephone number (530) 205-5446 email: chipchuck@colorforth.co	SM CONTRACTOR CONTRACTOR
	r imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.
INSTRUCTIONS FOR The instructions and definitions below are general explanations of the law. In	PROOF OF CLAIM FORM certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor.
exceptions to these g	general rules may apply. d in Proof of Claim form
Court, Name of Debtor, and Case Number:	claim is entirely unsecured. (See Definitions.) If the claim is secured, check the
Fill in the federal judicial district in which the bankruptcy case was filed (for example, Central District of California), the debtor's full name, and the case number. If the creditor received a notice of the case from the bankruptcy court, all of this information is at the top of the notice.	box for the nature and value of property that secures the claim, attach copies of in documentation, and state, as of the date of the bankruptcy filing, the annual intere- rate (and whether it is fixed or variable), and the amount past due on the claim.
 Creditor's Name and Address: Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g). A mount of Claim as of Date Case Filed: State the total amount owed to the creditor on the date of the bankruptcy filing. Follow the instructions concerning whether to complete items 4 and 5. Check the box if interest or other charges are included in the claim. Basis for Claim: State the type of debt or how it was incurred. Examples include goods sold, money loaned, services, performed, personal injury/wrongful death, car loan, nortgage note, and credit card. If the claim is based on delivering health care goods or services, limit the disclosure of the goods or services so as to avoid inharrassment or the disclosure of confidential health care information. You may be required to provide additional disclosure if an interested party objects to he claim. 	 5. Amount of Claim Eutitled to Priority Under 11 U.S.C. § 507 (a). If any portion of the claim falls into any category shown, check the appropriate box(es) and state the amount entitled to priority. (See Definitions.) A claim may be parily priority and parity non-priority. For example, in some of the categories the law limits the amount entitled to priority. 6. Credits: An authorized signature on this proof of claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt. 7. Documents: Attach redacted copies of any documents that show the debt exists and a lien secures the debt. You must also attach copies of documents that evidence perfect of any security interest and documents required by FRBP 3001(c) for claims bas on an open-end or revolving consumer credit agreement or secured by a security interest in the debtor's principal residence. You may also attach a summary in addition to the documents themselves. FRBP 3001(c) and (d). If the claim is bas on delivering health care goods or services, limit disclosing confidential health cr information. Do not send original documents, as attachments may be destroyed after scaming. 8. Date and Signature: The individual completing this proof of claim must sign and date it. FRBP 90
 a. Last Four Digits of Auy Number by Which Creditor Identifies Debtor: State only the last four digits of the debtor's account or other number used by the creditor to identify the debtor. b. Debtor May Have Scheduled Account As: Report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the debtor. b. Uniform Claim Identifier: If you use a uniform claim identifier; identifier that certain large creditors use to facilitate electronic payment in chapter 13 cases. 4. Secured Claim: 	The individual completing this proof of claim must sign and date it. FRBP 90 If the claim is filed electronically, FRBP 5005(a)(2) authorizes courst to establ local rules specifying what constitutes a signature. If you sign this form, y declare under penalty of perjury that the information provided is true and correct the best of your knowledge, information, and reasonable belief. Your signature also a certification that the claim meets the requirements of FRBP 9011 Whether the claim is filed electronically or in person, if your name is on signature line, you are responsible for the declaration. Print the name and this address and telephone number if it differs from the address given on the top of form for purposes of receiving notices. If the claim is filed by an authorized age provide both the name of the individual filing the claim and the name of the age. If the authorized agent is a servicer, identify the corporate servicer as the compa Criminal penalties apply for making a false statement on a proof of claim.

Case 13-51589 Claim 26-1 Filed 07/19/13 Desc Main Document Page 2 of 6

DEFINITIONS

Debtor

A debtor is the person, corporation, or other entity that has filed a bankruptcy case.

Creditor

A creditor is a person, corporation, or other entity to whom debtor owes a debt that was incurred before the date of the bankruptcy filing. See 11 U.S.C. §101 (10).

Claim

A claim is the creditor's right to receive payment for a debt owed by the debtor on the date of the bankruptcy filing. See 11 U.S.C. §101 (5). A claim may be secured or unsecured.

Proof of Claim

A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with the clerk of the same bankruptcy court in which the bankruptcy case was filed.

Secured Claim Under 11 U.S.C. § 506 (a)

A secured claim is one backed by a lien on property of the debtor. The claim is secured so long as the creditor has the right to be paid from the property prior to other creditors. The amount of the secured claim cannot exceed the value of the property. Any amount owed to the creditor in excess of the value of the property is an unsecured claim. Examples of liens on property include a mortgage on real estate or a security interest in a car. A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In some states, a court judgment is a lien. A claim also may be secured if the creditor owes the debtor money (has a right to setoff).

Unsecured Claim

An unsecured claim is one that does not meet the requirements of a secured claim. A claim may be partly unsecured if the amount of the claim exceeds the value of the property on which the creditor has a lien.

Claim Entitled to Priority Under 11 U.S.C. § 507 (a)

Priority claims are certain categories of unsecured claims that are paid from the available money or property in a bankruptcy case before other unsecured claims.

Redacted

A document has been redacted when the person filing it has masked, edited out, or otherwise deleted, certain information. A creditor must show only the last four digits of any social-security, individual's tax-identification, or financial-account number, only the initials of a minor's name, and only the year of any person's date of birth. If the claim is based on the delivery of health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information.

Evidence of Perfection

Evidence of perfection may include a mortgage, lien, certificate of title, financing statement, or other document showing that the lien has been filed or recorded.

___INFORMATION___

3

Acknowledgment of Filing of Claim

To receive acknowledgment of your filing, you may either enclose a stamped self-addressed envelope and a copy of this proof of claim or you may access the court's PACER system

(www.pacer.psc.uscourts.gov) for a small fee to view your filed proof of claim.

Offers to Purchase a Claim

Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 *et seq.*), and any applicable orders of the bankruptcy court.

Charles H. Moore Contingent Claim:

1

At all pertinent times prior to January 23, 2013, Charles H. 2 Moore, as plaintiff, maintained and pursued claims against 3 defendants including Technology Properties Limited, LLC (the 4 5 present Chapter 11 Debtor, "Debtor TPL"), in a California state 6 court action known as Charles H. Moore v. Technology Properties 7 Limited, LLC, et al (assigned file no. 1-10-CV-183613 by the Clerk of Court, Santa Clara County Superior Court; "Moore v. 8 TPL"). On or about January 23, 2013, the parties to the Moore v. 9 TPL litigation (including plaintiff Moore and defendant Debtor 10 11 TPL, together with other third parties) signed a comprehensive 12 Settlement Agreement (the "01/23/13 Settlement Agreement").

13 The 01/23/13 Settlement Agreement, the terms of which are 14 confidential, was agreed to (in whole or in part) and signed by 15 the following-

16 - plaintiff Moore and Debtor TPL (who together hold an 17 apportioned one-half interest in the "Moore Microprocessor 18 Portfolio" [named after its inventor, plaintiff Moore; the "MMP 19 Portfolio"],

20 - Phoenix Digital Solutions LLC (which holds the right and 21 authority to license the MMP Portfolio, "PDS"),

22 - Patriot Scientific Corporation (which holds the other one-half
23 interest in the MMP Portfolio),

24 - Alliacense Limited LLC (which holds the right and authority to
25 negotiate licensing of the MMP Portfolio to third parties on PDS'
26 behalf),

27 - Daniel E. Leckrone, D. Mac Leckrone, and Michael Davis (present
28 or former insiders of Debtor TPL and present employees of

Case 13-51589 Claim 26-1 In Filed 07/19/12 ha Desc Main Decyment of Page 4 of 6

{2655/06/00036535.DOC}

1 Alliacense), and

2 - GREENARRAYS, Inc. (which was named as a cross-defendant by
3 Debtor TPL in the *Moore* v. *TPL* litigation).

Plaintiff Moore's Moore v. TPL first amended complaint 4 alleges actual fraud against Debtor TPL, and also includes causes 5 6 of action for cancellation of instrument; for rescission and restitution; for damages for fraudulent promise; for contractual 7 8 damages; for conspiracy; for breach of contract; for constructive 9 trust and accounting; and for a preliminary and permanent 10 injunction. The damages to which plaintiff Moore is entitled are 11 not specified in the first amended complaint. The damages owed by Debtor TPL to plaintiff Moore are reasonably calculated to be at 12 13 least \$30,195,000.00 (thirty million one-hundred-ninety-five thousand dollars). 14

Since the time the parties executed the 01/23/13 Settlement Agreement, and in accordance with and in reliance upon it, plaintiff Moore has dismissed with prejudice his first amended complaint in *Moore v. TPL*, and each and all of the first amended complaints' allegations against Debtor TPL, Alliacense Limited LLC, Daniel E. Leckrone, D. Mac Leckrone, and Michael Davis, as well as against the DOE Defendants specified in the pleading. The *Moore v. TPL* cross-complaint against Plaintiff Moore and against GREENARRAYS, Inc., has also been dismissed with prejudice.

Since January 23, 2013, PDS has received licensing revenue
proceeds from MMP Portfolio licenses negotiated by Alliacense.
Upon information and belief, PDS has abided by the 01/23/13
Settlement Agreement in paying out proportional shares of those
proceeds to parties to the 01/23/13 Settlement Agreement,

-2-

including upon information and belief to Debtor TPL, which has
 accepted the benefits of the 01/23/13 Settlement Agreement
 without exception or objection to its terms.

The 01/23/13 Settlement Agreement therefore appears to be in full force and effect between and among the parties, with the rights and revenues it affords, and the obligations it imposes, assumed by Debtor TPL.

In the event, however, that Debtor TPL or others on its behalf set aside the 01/23/13 Settlement Agreement, either under 11 U.S.C.A Sec. 547 or otherwise, that event would revoke some or all of the benefits afforded under the 01/23/13 Settlement Agreement and relieve the parties from the obligations imposed by that Agreement. Such a contingency would restore Plaintiff Moore to his status quo ante before the date and time of the 01/23/13 Settlement Agreement, revoke some or all of the agreements among and releases afforded to parties under the 01/23/13 Settlement Agreement, and revive Plaintiff Moore's right to damages against Bebtor TPL in an amount of at least \$30,195,000.00.

19 If the 01/23/13 Settlement Agreement and its rights and 20 obligations are assumed and accepted by Debtor TPL, the 21 contingency upon which this claim of Plaintiff Moore rests will 22 not occur, and this contingent claim will not be pursued by 23 Plaintiff Moore.

24 25 26

27

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-3

UNITED STATES BANKRUPT	CY COURT		PROOF OF CLAIM
Name of Debtor:		Case Number:	
Technology Properties Limited,	, LLC	13-51589SLJ	
NOTE: Do not use this form to make a may file a request for pay	claim for an administrative expense that arises a syment of an administrative expense according to	after the bankruptcy filing. You 11 U.S.C. § 503.	
Name of Creditor (the person or other en	ntity to whom the debtor owes money or property		
Charles H. Moore			COURT USE ONLY
Name and address where notices should c/o Chiles and Prochnow, LLP	be sent:		Check this box if this claim amends a previously filed claim.
2600 El Camino Real, Suite 412			Court Claim Number: 26
Palo Alto, CA 94306-1719			(If known)
Telephone number: 650-812-0400	email: kprochnow@chilesprolaw.co	m	Filed on: 07/19/2013
Name and address where payment shoul	ld be sent (if different from above):		Check this box if you are aware that
			anyone else has filed a proof of claim relating to this claim. Attach copy of
			statement giving particulars.
Telephone number:	email:		
1. Amount of Claim as of Date Case F	Filed: \$301950	000.00	
f all or part of the claim is secured, com	nplete item 4.		
If all or part of the claim is entitled to pr			
Check this box if the claim includes in	nterest or other charges in addition to the principa	al amount of the claim. Attach a	statement that itemizes interest or charges
2. Basis for Claim: Contingent cla (See instruction #2)	aim- liability if settlement of litigation is s	set aside	
3. Last four digits of any number by which creditor identifies debtor:	3a. Debtor may have scheduled account as:	3b. Uniform Claim Identifi	er (optional):
	(See instruction #3a)	(See instruction #3b)	
4. Secured Claim (See instruction #4)		Amount of arrearage and o	than abarras as of the time case was fill
4. Secured Claim (See Instruction #4)		included in secured claim, i	
Check the appropriate box if the claim is	s secured by a lien on property or a right of		
Check the appropriate box if the claim is setoff, attach required redacted document	nts, and provide the requested information.	included in secured claim, i	
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Check the appropriate box if the claim is setoff, attach required redacted documen Nature of property or right of setoff: Describe: Value of Property: \$	 ints, and provide the requested information. Real Estate Motor Vehicle Other ied or Variable ity under 11 U.S.C. § 507 (a). If any part of th Wages, salaries, or commissions (up to earned within 180 days before the case wa debtor's business ceased, whichever is ear 	included in secured claim, i Basis for perfection: Amount of Secured Claim: Amount Unsecured: e claim falls into one of the follo b \$12,475*) Contribution is filed or the employee bene	f any: S S s powing categories, check the box specifyi ns to an fit plan – 7 (a)(5).
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BI0 (Official Form 10) (04/15)				
7. Documents: Attached are redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, security agreements, or, in the case of a claim based on an open-end or revolving consumer credit agreement, a statement providing the information required by FRBP 3001(c)(3)(A). If the claim is secured, box 4 has been completed, and redacted copies of documents providing evidence of perfection of a security interest are attached. If the claim is secured by the debtor's principal residence, the Mortgage Proof of Claim Attachment is being filed with this claim. <i>(See instruction #7, and the definition of "redacted".)</i>				
DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.				
If the documents are not available, please explain: Summary attached; sup	porting documents subject to protective orders			
8. Signature: (See instruction #8)				
Check the appropriate box.	이는 것은 것은 것을 가지 않는 것을 위해 있는 것이 것을 것을 가지 않는 것을 가지 않는 것이다. 같은 것은 것을 가지 않는 것을 위해 있는 것을 위해 있다.			
□ I am the creditor. □ I am the creditor's authorized agent. □ I am the trustee, or the debtor, or their authorized agent. (See Bankruptcy Rule 3004.) □ I am a guarantor, surety, indorser, or other codebtor. (See Bankruptcy Rule 3005.)				
I declare under penalty of perjury that the information provided in this claim is tru	e and correct to the best of my knowledge, information, and reasonable belief.			
Print Name: Charles H. Moore	$C(1)$ ΔI			
Company:	<u>(Signature)</u> <u>07/23/13</u> (Date)			
Address and telephone number (if different from notice address above): 2090 West College Parkway Apt. 6 Carson City, NV 89703	(Signature) (Date)			
Telephone number: 530-205-5446 email: chipchuck@colorforth.cd Penalty for presenting fraudulent claim: Fine of up to \$500,000 or	om r imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.			
INSTRUCTIONS FOR	PROOF OF CLAIM FORM			
exceptions to these	certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, general rules may apply. d in Proof of Claim form			
Court, Name of Debtor, and Case Number:	claim is entirely unsecured. (See Definitions.) If the claim is secured, check the			
Fill in the federal judicial district in which the bankruptcy case was filed (for example, Central District of California), the debtor's full name, and the case number. If the creditor received a notice of the case from the bankruptcy court, all of this information is at the top of the notice.	box for the nature and value of property that secures the claim, attach copies of lien documentation, and state, as of the date of the bankruptcy filing, the annual interest rate (and whether it is fixed or variable), and the amount past due on the claim.			
Creditor's Name and Address: Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case: A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).	 5. Amount of Claim Entitled to Priority Under 11 U.S.C. § 507 (a). If any portion of the claim falls into any category shown, check the appropriate box(es) and state the amount entitled to priority. (See Definitions.) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority. 6. Credits: An authorized signature on this proof of claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for 			
 Amount of Claim as of Date Case Filed: State the total amount owed to the creditor on the date of the bankruptcy filing. Follow the instructions concerning whether to complete items 4 and 5. Check the box if interest or other charges are included in the claim. Begin for Chaims 	 any payments received toward the debt. 7. Documents: Attach redacted copies of any documents that show the debt exists and a lien secures the debt. You must also attach copies of documents that evidence perfection 			
2. Basis for Claim: State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card. If the claim is based on delivering health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information. You may be required to provide additional disclosure if an interested party objects to the claim.	of any security interest and documents required by FRBP 3001(c) for claims based on an open-end or revolving consumer credit agreement or secured by a security interest in the debtor's principal residence. You may also attach a summary in addition to the documents themselves. FRBP 3001(c) and (d). If the claim is based on delivering health care goods or services, limit disclosing confidential health care information. Do not send original documents, as attachments may be destroyed after scanning.			
3. Last Four Digits of Any Number by Which Creditor Identifies Debtor: State only the last four digits of the debtor's account or other number used by the creditor to identify the debtor.	8. Date and Signature: The individual completing this proof of claim must sign and date it. FRBP 9011. If the claim is filed electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what constitutes a signature. If you sign this form, you declare under penalty of perjury that the information provided is true and correct to			
3a. Debtor May Have Scheduled Account As: Report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the debtor.	the best of your knowledge, information, and reasonable belief. Your signature is also a certification that the claim meets the requirements of FRBP 9011(b). Whether the claim is filed electronically or in person, if your name is on the signature line, you are responsible for the declaration. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's			
3b. Uniform Claim Identifier: If you use a uniform claim identifier, you may report it here. A uniform claim identifier is an optional 24-character identifier that certain large creditors use to facilitate electronic payment in chapter 13 cases.	address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. If the claim is filed by an authorized agent, provide both the name of the individual filing the claim and the name of the agent. If the authorized agent is a servicer, identify the corporate servicer as the company. Criminal penalties apply for making a false statement on a proof of claim.			
4. Secured Claim: Check whether the claim is fully or partially secured. Skip this section if the				
Canaset 3-51589 Claim 26-2 Filed 07/23	/13 Desc Mains average and Page 2 Pano			

B10 (Official Form 10) (04/13)

DEFINITIONS_

Debtor

A debtor is the person, corporation, or other entity that has filed a bankruptcy case.

Creditor

A creditor is a person, corporation, or other entity to whom debtor owes a debt that was incurred before the date of the bankruptcy filing. See 11 U.S.C. §101 (10).

Claim

A claim is the creditor's right to receive payment for a debt owed by the debtor on the date of the bankruptcy filing. See 11 U.S.C. §101 (5). A claim may be secured or unsecured.

Proof of Claim

A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with the clerk of the same bankruptcy court in which the bankruptcy case was filed.

Secured Claim Under 11 U.S.C. § 506 (a)

A secured claim is one backed by a lien on property of the debtor. The claim is secured so long as the creditor has the right to be paid from the property prior to other creditors. The amount of the secured claim cannot exceed the value of the property. Any amount owed to the creditor in excess of the value of the property is an unsecured claim. Examples of liens on property include a mortgage on real estate or a security interest in a car. A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In some states, a court judgment is a lien. A claim also may be secured if the creditor owes the debtor money (has a right to setoff).

Unsecured Claim

An unsecured claim is one that does not meet the requirements of a secured claim. A claim may be partly unsecured if the amount of the claim exceeds the value of the property on which the creditor has a lien.

Claim Entitled to Priority Under 11 U.S.C. § 507 (a)

Priority claims are certain categories of unsecured claims that are paid from the available money or property in a bankruptcy case before other unsecured claims.

Redacted

A document has been redacted when the person filing it has masked, edited out, or otherwise deleted, certain information. A creditor must show only the last four digits of any social-security, individual's tax-identification, or financial-account number, only the initials of a minor's name, and only the year of any person's date of birth. If the claim is based on the delivery of health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information.

Evidence of Perfection

Evidence of perfection may include a mortgage, lien, certificate of title, financing statement, or other document showing that the lien has been filed or recorded.

INFORMATION

Acknowledgment of Filing of Claim

To receive acknowledgment of your filing, you may either enclose a stamped self-addressed envelope and a copy of this proof of claim or you may access the court's PACER system

(www.pacer.psc.uscourts.gov) for a small fee to view your filed proof of claim.

Offers to Purchase a Claim

Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 *et seq.*), and any applicable orders of the bankrupt court.

Charles H. Moore Contingent Claim:

1

At all pertinent times prior to January 23, 2013, Charles H. 2 Moore, as plaintiff, maintained and pursued claims against 3 defendants including Technology Properties Limited, LLC (the 4 present Chapter 11 Debtor, "Debtor TPL"), in a California state 5 court action known as Charles H. Moore v. Technology Properties 6 Limited, LLC, et al (assigned file no. 1-10-CV-183613 by the 7 Clerk of Court, Santa Clara County Superior Court; "Moore v. 8 TPL"). On or about January 23, 2013, the parties to the Moore v. 9 TPL litigation (including plaintiff Moore and defendant Debtor 10 TPL, together with other third parties) signed a comprehensive 11 Settlement Agreement (the "01/23/13 Settlement Agreement"). 12 The 01/23/13 Settlement Agreement, the terms of which are 13 confidential, was agreed to (in whole or in part) and signed by 14 the following-15 - plaintiff Moore and Debtor TPL (who together hold an 16

17 apportioned one-half interest in the "Moore Microprocessor 18 Portfolio"[named after its inventor, plaintiff Moore; the "MMP 19 Portfolio"]),

20 - Phoenix Digital Solutions LLC (which holds the right and 21 authority to license the MMP Portfolio, "PDS"),

22 - Patriot Scientific Corporation (which holds the other one-half
23 interest in the MMP Portfolio),

24 - Alliacense Limited LLC (which holds the right and authority to
25 negotiate licensing of the MMP Portfolio to third parties on PDS'
26 behalf),

27 - Daniel E. Leckrone, D. Mac Leckrone, and Michael Davis (present
28 or former insiders of Debtor TPL and present employees of

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2655/06/00036535 DOCL

1 Alliacense), and

2 - GREENARRAYS, Inc. (which was named as a cross-defendant by 3 Debtor TPL in the *Moore* v. *TPL* litigation).

Plaintiff Moore's Moore v. TPL first amended complaint 4 alleges actual fraud against Debtor TPL, and also includes causes 5 of action for cancellation of instrument; for rescission and 6 restitution; for damages for fraudulent promise; for contractual 7 damages; for conspiracy; for breach of contract; for constructive 8 trust and accounting; and for a preliminary and permanent 9 injunction. The damages to which plaintiff Moore is entitled are 10 not specified in the first amended complaint. The damages owed by 11 Debtor TPL to plaintiff Moore are reasonably calculated to be at 12 least \$30,195,000.00 (thirty million one-hundred-ninety-five 13 thousand dollars). 14

Since the time the parties executed the 01/23/13 Settlement 15 Agreement, and in accordance with and in reliance upon it, 16 plaintiff Moore has dismissed with prejudice his first amended 17 complaint in Moore v. TPL, and each and all of the first amended 18 complaints' allegations against Debtor TPL, Alliacense Limited 19 LLC, Daniel E. Leckrone, D. Mac Leckrone, and Michael Davis, as 20 well as against the DOE Defendants specified in the pleading. The 21 Moore v. TPL cross-complaint against Plaintiff Moore and against 22 GREENARRAYS, Inc., has also been dismissed with prejudice. 23

Since January 23, 2013, PDS has received licensing revenue
proceeds from MMP Portfolio licenses negotiated by Alliacense.
Upon information and belief, PDS has abided by the 01/23/13
Settlement Agreement in paying out proportional shares of those
proceeds to parties to the 01/23/13 Settlement Agreement,

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including upon information and belief to Debtor TPL, which has
 accepted the benefits of the 01/23/13 Settlement Agreement
 without exception or objection to its terms.

The 01/23/13 Settlement Agreement therefore appears to be in full force and effect between and among the parties, with the rights and revenues it affords, and the obligations it imposes, assumed by Debtor TPL.

In the event, however, that Debtor TPL or others on its 8 behalf set aside the 01/23/13 Settlement Agreement, either under 9 11 U.S.C.A Sec. 547 or otherwise, that event would revoke some or 10 all of the benefits afforded under the 01/23/13 Settlement 11 Agreement and relieve the parties from the obligations imposed by 12 that Agreement. Such a contingency would restore Plaintiff Moore 13 to his status quo ante before the date and time of the 01/23/1314 Settlement Agreement, revoke some or all of the agreements among 15 and releases afforded to parties under the 01/23/13 Settlement 16 Agreement, and revive Plaintiff Moore's right to damages against 17 Debtor TPL in an amount of at least \$30,195,000.00. 18

19 If the 01/23/13 Settlement Agreement and its rights and 20 obligations are assumed and accepted by Debtor TPL, the 21 contingency upon which this claim of Plaintiff Moore rests will 22 not occur, and this contingent claim will not be pursued by 23 Plaintiff Moore.

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1	Heinz Binder (SBN 87908)			
2	Robert G. Harris (SBN 124678) Ryan M. Penhallegon (SBN 234787)			
3	BINDER & MALTER, LLP 2775 Park Avenue			
4	Santa Clara, CA 95050			
5	Tel: (408) 295-1700 Fax: (408) 295-1531			
6	Email: <u>Heinz@bindermalter.com</u> Email: <u>Rob@bindermalter.com</u>			
7	Email: <u>Ryan@bindermalter.com</u>			
8	Attorneys for Debtor and Debtor-in-Possession			
9	TECHNOLOGY PROPERTIES LIMITED LLC	-		
10	UNITED STATES BA	ANKRUPTCY COURT		
11	NORTHERN DISTR	ICT OF CALIFONRIA		
12	SAN JOSI	E DIVISION		
13				
14	In re:	Case No.: 13- 51589SLJ		
15	TECHNOLOGY PROPERTIES LIMITED,	Chapter 11		
16	LLC, a California limited liability company,			
17	Debtor.			
18				
19				
20		VENKIDU IN SUPPORT OF OBJECTION 26-2 OF CHARLES H. MOORE		
21				
22	I, Arockiyaswamy Venkidu, know the following matters to be true of my own, personal			
23	knowledge and, if called as a witness, could and would testify competently thereto:			
24	I make this Declaration in Support of the Debtor and Debtor-in-Possession, Technology			
25	Properties Limited LLC ("TPL"), objection to F	Proofs of Claim 26, 26-1, and 26-2 filed by		
26				
27				
28	Declaration in Support of Objection to Claim Nos. 26, 26 and 26-2 of Charles H. Moore Case: 13-51589 DOC# 649-2 Filed: 02/0	Page 1		

Charles H. Moore, true and correct copies of which are attached to the Objection to Claim Nos. 26, 26-1 and 26-2 of Charles H. Moore ("Objection").

Claimant Charles Moore's ("Moore") claim¹ is expressly made a contingent one.
 The claim is contingent upon Debtor not accepting the January 23, 2013 Settlement Agreement
 between, among others, Debtor and Moore (the "Settlement Agreement").

2. I am informed and believe that the Joint Plan of Reorganization By Official Committee of Unsecured Creditors and Debtor (January 8, 2015) ("Joint Plan") assumes the Settlement Agreement and the contingency therefore has not occurred and thus Moore has not and is not asserting any claim against Debtor.

3. The last paragraph of the attachment to Moore's Proof of Claim states: "If the 01/23/13 Settlement Agreement and its rights and obligations are assumed and accepted by Debtor TPL, the contingency upon which this claim of Plaintiff Moore rests will not occur, and this contingent claim will not be pursued by Plaintiff Moore." Based on the Join Plan that has been filed, the contingency upon which Moore's claim is based will not occur and thus no claim exists.

4. The Joint Plan states:

"Each of the following executory contracts shall be assumed by the Reorganized Company on the Effective Date to the extent each such contract is executory in nature, and Confirmation of the Plan shall effect such assumption: (1) the TPL/Moore/PTSC/PDS agreement dated January 23, 2013..."

5. Therefore, the stated intention of the Debtor and Official Committee of

Unsecured Creditors, as evidenced by the provisions of the Joint Plan (Docket #637) is to

Filed: 02/04/15 Entered: 02/04/15 17:23:59

¹ Moore has filed multiple Proofs of Claim for the same amount. The Proofs of Claim, numbered 26, 26-1, and 26-2, are for the same amount and appear identical. Proofs of Claim 26 and 26-1 were filed on July 19, 2013. Proof of Claim 26-2, which states that it amends Proof of Claim 26, was filed on July 23, 2013. This Objection by Debtor to Moore's claims extends to each Proof of Claim filed by Moore (26, 26-1, and 26-2).

Declaration in Support of Objection to Claim Nos. 26, 26-1 and 26-2 of Charles H. Moore Case: 13-51589 DOC# 649-2 Filed: 02/04

assume the "the TPL/Moore/PTSC/PDS agreement dated January 23, 2013" (Citation at page 42 of the Plan).

6. Under the Settlement Agreement, Moore does not receive, and is not entitled to receive, any payment from Debtor. Rather, the payments to which Moore is entitled under the Settlement Agreement come from, and are owed by, Phoenix Digital Solutions, LLC ("PDS"). In addition, pursuant to the Settlement Agreement Moore released and dismissed all of his claims against Debtor with prejudice and a dismissal with prejudice has been filed.

I declare under penalty of perjury of the laws of the United States that the foregoing is true and correct. Executed this 4th day of February, 2015 at San Jose, California.

Filed: 02/04/15

of 3

Declaration in Support of Objection to Claim Nos. 26, 26-1

and 26-2 of Charles H. Moore Case: 13-51589 Doc# 649-2 /s/ Arockiyaswamy Venkidu AROCKIYASWAMY VENKIDU

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