

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF OKLAHOMA**

IN RE:

YOUTOO TECHNOLOGIES, LLC

Debtor.

Case No. BK-17-14849-JDL
(Chapter 7)

**MOTION TO SELL PROPERTY FREE AND CLEAR OF LIENS, CLAIMS AND
ENCUMBRANCES COMBINED WITH BRIEF AND WITH NOTICE OF
OPPORTUNITY FOR HEARING AND NOTICE OF HEARING**

Douglas N. Gould, Trustee (“Trustee”) for YouToo Technologies, LLC, Debtor (“YouToo”), pursuant to 11 U.S.C. §363(f), respectfully moves this Court for the entry of an order authorizing the sale of the Debtor’s interests in certain patents and other assets of the estate free and clear of liens, claims and interests in the patents other than the prior perfected security interests of the Secured Creditors’ claims referenced herein according to the terms set forth in this Motion to Sell (“Motion”).

In support of this Motion the Trustee presents to the Court and the parties in interest the following:

Jurisdiction

1. This Court has jurisdiction to consider this Motion pursuant to 28 U.S.C. §157(b). Venue is proper before this Court pursuant to 28 U.S.C. §§1408 and 1409. The statutory predicate to the Motion is 11 U.S.C. §363.

Background

2. YouToo filed its Chapter 7 Bankruptcy Petition on November 30, 2017. Thereafter, Douglas N. Gould was appointed Trustee for the bankruptcy Estate of the Debtor.

3. The following patents (“Patents”) to be sold were disclosed in the Debtor’s Schedules:

Scheduled Asset	Scheduled Value
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Intangibles-Patents Fair Market Value as of 12/31/2016 Unknown * U.S. Patent No. 8,311,382 Recording and Publishing Content on Social Media Websites * U.S. Patent No. 8,464,304 Content Creation and Distribution System * U.S. Patent No. 8,601,506 Content Creation and Distribution System * U.S. Patent No. 8,413,206 Participating in Television Programs * U.S. Patent No. 9,319,161 Participating in Television Programs * U.S. Patent No. 9,083,997 Recording and Publishing Content on Social Media Websites U.S. Patent No. 674768	\$unknown
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4. In addition, the estate has patent applications, yet-to-be-allowed patents, pending patent office actions, other intellectual property including, but not limited to, copyrights, trade-names, trademarks, trade secrets, know-how, inventions, designs, domain names, all claims or causes-of-action related to non-disclosure and confidentiality agreements with any party, any and all other rights YouToo may have to pursue claims related to the Patents and Purchased Assets (as defined below) together with all claims and causes of action related thereto without exception, all legal files of Youtoo related to Patents or Patent litigation including any privilege held by Youtoo, all YTT software, data files, records, reports, equipment, marketing materials, and other records (collectively all of the aforementioned identified as the “Purchased Assets”).

5. The Purchased Assets are subject to the prior perfected secured claims of secured creditors:

i.	Covenant Global Alpha Fund, LP	\$3,447,739.73
ii.	Covenant Private Equity Partners II, Inc.	\$1,149,246.58
iii.	YouToo Capital Partners, LP	<u>\$ 626,909.48</u>
	Total	<u>\$5,223,895.79</u>

Covenant Global Alpha Fund, LP, Covenant Private Equity Partners II, Inc. and YouToo Capital

Partners, LP (the “Secured Creditors”) consent to the proposed sale. A summary of the Secured Creditors prior perfected security interest claims is attached hereto and marked **Exhibit “1”**.

5. The Trustee has received an offer from Arundel Ventures, LLC, 3400 Carlisle #550, Dallas, Texas 75204 (“Buyer”) to purchase all of the Purchased Assets subject to the Secured Creditors’ prior perfected security interests plus \$200,000.00 to be paid to the Bankruptcy Estate. A copy of the term sheet regarding the proposed sale is attached hereto and marked **Exhibit “2”**.

6. The Trustee believes there are no other parties claiming valid and perfected security interests, liens, claims or encumbrances to the Property other than the Secured Creditors. Trustee believes the Buyer has financial ability to close the sale contemplated herein and is not dependent upon the approval of any third party funding source.

7. The exact value of the Purchased Assets is unknown. The validity of certain of the Patents is the subject of a proceeding pending in the United States Patent and Trademark Office before the Patent Trial and Appeal Board: *Twitter, Inc., Petitioner vs. YouToo Technologies, LLC*, Case IPR2017-00829. Based upon information and belief, the value of the Purchased Assets is less than the prior perfected security interests of the Secured Creditors.

Relief Requested

8. By this Motion, the Trustee seeks entry of an order (i) authorizing the Trustee to sell the Purchased Assets free and clear of liens, claims, interests and encumbrances to the Buyer or its assignee subject to the Secured Creditors’ perfected security interest of \$5,223,895.79 plus \$200,000.00 to be paid to the Bankruptcy Estate; (ii) a determination that the 10 day stay provided in Bankruptcy Rule 6004(g) does not apply.

9.. In the exercise of his business judgment, the Trustee believes that the proposed sale is in the best interest of creditors of the Debtor's Estate.

Terms of the Proposed Sale

10. Trustee requests this Court authorize him to transfer all rights and interests in the Purchased Assets and referenced in the attached exhibits.

11. To effectuate the conveyance of the Purchased Assets free and clear as stated above and to facilitate the implementation and effectiveness of the Sale, Trustee requests the Sale Order specifically state that the same shall be effective upon closing to remove any and all of liens, claims and encumbrances from the Purchased Assets other than the Secured Creditors' prior perfected security interests. The Bankruptcy Code specifically authorizes a Trustee to sell assets free and clear of liens, claims and encumbrances pursuant to 11 U.S.C. §363(f).

The Trustee's Sale of the Property to the Buyer Should Be Approved Pursuant To Section 363(b)(1) of the Bankruptcy Code

12. Section 363(b)(1) of the Bankruptcy Code provides that "[t]he Trustee, after notice and a hearing, may use, sell or lease, other than in the ordinary course of business, property of the estate". 11 U.S.C. §363(b)(1). Courts have uniformly held that approval of a proposed sale of property pursuant to §363(b) of the Bankruptcy Code is appropriate if a Court finds that the transaction represents a reasonable business judgment on the part of the debtor or Trustee. *See Institutional Creditors of Continental Air Lines, Inc. vs. Continental Air Lines, Inc. (In re Continental Air Lines, Inc.)*, 780 F.2d 1223, 1226 (5th Cir. 1986); *In re Lionel Corp.*, 722 F.2d 1063 (2d Cir. 1983); *Stephens Industries, Inc. vs. McClung*, 789 F.2d 386, 391 (6th Cir. 1986); *In re Inosphere Clubs, Inc.*, 100 B.R. 670, 675 (Bankr. S.D.N.Y. 1989); *In re Phoenix Steel Corp.*, 82 B.R. 334, 335 (Bankr. D. Del. 1987); *In re Delaware & Hudson Ry. Co.*, 124 B.R. 169, 176 (Bankr. D. Del. 1991).

11. The Trustee submits that the proposed sale of the Purchased Assets is a reasonable business decision in light of the circumstances and is in the best interest of the estate and its creditors. Further, the Trustee submits that the proposed sale presents the best opportunity to realize the maximum value of the estates' assets for distribution to unsecured creditors and payment of administrative claims of the estates.

**The Trustee's Sale of the Property to the Buyer
Should be Approved Pursuant to Section 363(f) of the Bankruptcy Code**

12. Pursuant to §363(f) of the Bankruptcy Code, a Trustee may sell property under §363(b) free and clear of any interest in such property if:

- (a) applicable non-bankruptcy law permits sale of such property free and clear of such interest;
- (b) such entity consents;
- (c) such interest is a lien and the price at which such property is to be sold is greater than the aggregate value of all liens on such property;
- (d) such interest is in bona fide dispute; or
- (e) such entity could be compelled, in a legal or equitable proceeding, to accept a money satisfaction of such interest.

11 U.S.C. §363(f).

13. As mentioned above, the Trustee is not aware of any creditors that assert the Purchased Assets secure repayment of any pre-petition indebtedness other than the Secured Creditors. The Secured Creditors consent to the sale subject to their prior perfected security interests with the sale free and clear of any other liens and interests other than the security interests of the Secured Creditors.

The Ten (10) Day Stay Provided in Bankruptcy Rule 6004(g) Should Not Apply

14. Trustee, in his business judgment, believes that the sale proposed herein should be consummated immediately upon entry of an Order granting this Motion to Sell. For that reason, the Trustee requests that this Court order that the ten (10) day stay provided in Bankruptcy Rule

6004(g) shall not apply to the Order granting this Motion to Sell. As a result, the Order granting this Motion should be effective upon entry of the Order and not subject to the ten (10) day stay provided in Rule 6004(g).

WHEREFORE, the Trustee respectfully requests entry of an order (i) authorizing the Trustee to sell the Purchased Assets, free and clear of liens, claims, interest and encumbrances to the Buyer, subject to the terms of the Term Sheet; (ii) determine the 10 day stay does not apply and (iii) granting such other and further relief as is just.

NOTICE OF OPPORTUNITY FOR HEARING

Your rights may be affected. You should read this document carefully and consult your attorney about your rights and the effect of this document. If you do not want the Court to grant the motion, or you wish to have your views considered, you must file a written response to the motion with the Clerk of the United States Bankruptcy Court for the Western District of Oklahoma, 215 Dean A. McGee Avenue, Oklahoma City, OK 73102 no later than 21 days from the date of filing of the objection. You should also serve a file-stamped copy of the response to the undersigned [and others who are required to be served] and file a certificate of service with the Court. A hearing on the motion has been set for April 11, 2018, at 9:30 a.m. before the Honorable Loyd 2nd Floor Courtroom, 215 Dean A. McGee Avenue, Oklahoma City, Oklahoma 73102. If no response is timely filed, the court may grant the motion without further notice.

[Note – this is a flat twenty-one (21) days regardless of the manner of service.]

NOTICE OF HEARING
(TO BE HELD IF A RESPONSE IS FILED)

Notice is hereby given that if a response to the Motion to Sell is filed, the hearing on the matter will be held on April 11, 2018, at 9:30 a.m. in the 2nd floor courtroom of the United States Bankruptcy Court for the Western District of Oklahoma, 215 Dean A. McGee Avenue, Oklahoma City, OK 73102. If no response is timely filed and the court grants the requested relief prior to the above-referenced hearing date, the hearing will be stricken from the docket of the Court.

s/Douglas N. Gould
Douglas N. Gould, OBA #3500
Douglas N. Gould, P.L.C.
5500 N Western Ave., Ste. 150
Oklahoma City, OK 73118
405.286.3338
dg@dgoouldlaw.net
Attorney for Trustee

CERTIFICATE OF SERVICE

This is to certify that on March 13, 2018 a true and correct copy of the Motion to Sell was forwarded via U.S. Mail, first class, postage prepaid to the attached mailing matrix and to the following:

Arundel Ventures
3400 Carlisle #550
Dallas, TX 75204

s/Douglas N. Gould
Douglas N. Gould

HEARTLAND LOAN TO YOUTOO TV, LLC*

Documents:

1. 8/22/2012 Heartland Youtoo TV LLC Loan Agreement: Heartland Bank loans \$8 million to Youtoo TV, LLC ("Y outoo TV"). Debtor and Youtoo Media, LP f/k/a Interactive Television and Gaming LP ("Y outoo Media") sign the Agreement as guarantors. Agreement grants Heartland "a security interest in and an assignment of all Borrower's and such Guarantor's respective rights to all assets, real and personal, choate or inchoate of Borrower and such Guarantor," and specifically includes "certain intellectual property of Borrower and Guarantors, and in all of the revenues and proceeds thereof."
2. 8/22/2012 Heartland Youtoo TV LLC Promissory Note: Debtor and Youtoo Media sign as guarantors. States the "Note is secured by Security Agreement and the IP Security Agreement (as defined in the Loan Agreement)."

* Youtoo TV, LLC ("Youtoo TV") is a wholly-owned subsidiary of Youtoo Networks, LLC, which also is a wholly-owned subsidiary of Youtoo Media, LP.

HEARTLAND ASSIGNMENT OF LOAN TO YOUTOO CAPITAL PARTNERS, LP

Documents:

1. 5/2/2016 Assignment Executed: Executed by Youtoo Capital Partners. Heartland assigns the Youtoo TV loan, all Security and IP Security Agreements, financing statements, and a promissory note from Ryland Reed to Youtoo Capital Partners, LP in exchange for \$6,179,501.57.
2. 5/2/2016 Final HB Executed Assgnt: Same assignment executed by Heartland Bank.
3. DE UCC Statements for Youtoo Tech: UCC financing statements filed in Delaware including statements perfecting the Heartland loan security interest and the assignment to Youtoo Capital.
4. UCC Statements from TX Sec. of State: UCC financing statements filed in TX showing the same.

EXHIBIT "1"

YOUTOO CAPITAL FORECLOSES ON LOAN FOR PARTIAL SATISFICATION

Documents:

1. Executed foreclosure docs Chri Wyatt 030217: Unpaid balance owed to Youtoo Capital is \$6,569,633.96. Youtoo Capital forecloses on Youtoo Media's membership interest in Youtoo Technologies in partial satisfaction of the debt, for the amount of \$6 million. Contains an Acknowledgment of Youtoo Media accepting the terms of the foreclosure and the Assignment Pursuant to Foreclosure. Leaving \$569,633.96 outstanding.
2. Executed foreclosure docs Chris Wyatt 030217 v.2 FINAL: Final version of the Assignment Pursuant to Foreclosure granting 100% membership interest in Debtor to Youtoo Capital.

With interest, \$626,909.48 remains outstanding.

EXHIBIT "1"

Covenant Global Alpha Fund, LP has a perfected secured interest in \$3,447,739.73 (which includes interest) up to the date of filing.

Covenant Private Equity Partners II, Inc. has a perfected secured interest in \$1,149,246.58 (which includes interest) up to the date of filing.

Documents:

1. Youtoo loan docs from 112114 and 050115:

- 11/21/2014 Youtoo Media Promissory Note to Covenant Global Alpha Fund, LP (“Covenant Global”) in the amount of \$2,250,000.00.
- 11/21/2014 Youtoo Media Promissory Note to Covenant Private Equity Partners II, Inc. (“CPEP II”) in the amount of \$750,000.
- 5/1/2015 Youtoo Media Promissory Note to Covenant Global in the amount of \$375,000.00.
- 5/1/2015 Youtoo Media Promissory Note to CPEP II in the amount of \$125,000.00.
- 5/1/2015 Debtor executes Guaranty Agreement to Covenant Global and CPEP II guarantying obligations of Youtoo Media on the notes referenced above.
- 5/1/2015 Debtor executes Patent Security Agreement to Covenant Global and CPEP II granting “a lien on and security interest interest in all of Grantor’s right, title and interest to all patents and applications and related rights as described on Exhibit B.”

The last pages of this document contain the UCC financing statements.

2. DE UCC Statements for Youtoo Tech: UCC financing statements filed in Delaware including perfection of the security interests of Covenant Global and CPEP II.

EXHIBIT 1"

**Arundel Ventures LLC
3400 Carlisle #550
Dallas, Texas 75204**

February 14, 2018

Term Sheet

Arundel Ventures LLC, a Texas limited liability company ("Arundel") or its assignee ("Acquirer") offers to purchase certain assets of YouToo Technologies, LLC ("YTT") including; (a) all patents owned or claimed owned (*See Schedule 1*), all patent applications, all yet-to-be allowed patents, patent applications in any state of process, or in process of allowance, pending office actions, (collectively the "Patents"); and (b) all other intellectual property including but not limited to; copyrights, trade-names, trademarks, trade secrets, know-how, inventions, designs; domain names and (c) all claims or causes-of-action against any party related to the Patents and Purchased Assets (as defined below), including but not limited to any filed or unfiled, known or unknown and all pending litigation, PTAB/IPR matters or actions and PTO actions, and; (d) all claims and/or causes-of-action related to non-disclosure and confidentiality agreements with any party; (e) any and all other rights YTT may have to pursue claims related to the Patents and Purchased Assets (as defined below) together with all claims and causes of action related thereto without exception; (f) all legal files of YTT related to Patents or Patent Litigation including any privilege held by YTT; (g) all YTT software, data files, records, reports, equipment, marketing materials, and other records; (h) all property listed on the Form 1 filed by the YTT U.S. Bankruptcy Trustee on March 7, 2018, (collectively all of the aforementioned identified as the "Purchased Assets") on the following terms and conditions:

1. The Purchased Assets would be purchased via a §363 sale proposed by the appointed Trustee and approved by the Bankruptcy Court providing for free-and-clear title to the Assets but subject to the perfected secured claims of Covenant Global Alpha Fund, LP; Covenant Private Equity Partners II, Inc. and Youtoo Capital Partners, LP (the "Secured Creditors").
2. Based on the unproven nature of the Purchased Assets (no prior licenses in the Patents realizing revenue), the unresolved status of the litigation (the current defendant with extremely deep pockets is beyond vigorously defending the Y2 claims and asserts the Patents should have never been granted), and the inability of Y2 to obtain any sustainable and fair offers for the Purchased Assets, it is very reasonable to conclude that investment in the Purchased Assets is a very high-risk investment. Accordingly, Acquirer is offering to pay \$200,000 to the Y2 bankruptcy estate and to take the Purchased Assets subject to the Secured Creditors' claims.
3. Speed is critical factor in this offer as each day that passes the litigation gets more stale and the likelihood of the PTAB process having a negative impact increases. Thus, it is requested that the §363 Motion be filed no later than March 9, 2018 and set for hearing as soon as possible.

Sincerely,



Russ Lambert
Manager
Arundel Ventures LLC
3400 Carlisle #550
Dallas, Texas 75204

Agreed to by Secured Creditors:



MCFGA, LLC, with authority for the
Secured Creditors
By: MMMCFM, LLC, Manager

BY: Marsh Pitman, Manager

SCHEDULE 1

* U.S. Patent No. 8,311,382
Recording and Publishing Content on Social Media Websites
* U.S. Patent No. 8,464,304
Content Creation and Distribution System
* U.S. Patent No. 8,601,506
Content Creation and Distribution System
* U.S. Patent No. 8,413,206
Participating in Television Programs
* U.S. Patent No. 9,319,161
Participating in Television Programs
* U.S. Patent No. 9,083,997
Recording and Publishing Content on Social Media Websites
U.S. Patent No. 674768

EXHIBIT "2"

Label Matrix for local noticing
1087-5
Case 17-14849
Western District of Oklahoma
Oklahoma City
Tue Mar 13 14:28:25 CDT 2018

Youtoo Technologies, LLC
210 Park Avenue, Suite 700
Oklahoma City, OK 73102-5600

Dallas County
Linebarger Goggan Blair & Sampson, LLP
c/o Elizabeth Weller
2777 N Stemmons Frwy Ste 1000
Dallas, TX 75207-2328

Twitter, Inc.
c/o Steven W. Soule
320 South Boston Avenue
Tulsa, OK 74103-3706

USBC Western District of Oklahoma
215 Dean A. McGee
Oklahoma City, OK 73102-3426

AQUA Leasing LLC
510 Railway Avenue #336
Campbell, CA 95008-3032

Barnett & Garcia, PLLC
3821 Juniper Trace, Suite 108
Austin, TX 78738-5514

Booya! Media Social Network
c/o Jason Martell
25 Morning Breeze
Irvine, CA 92603-3792

Carrington, Coleman, Sloman & Blumenthal
901 Main Street, Suite 5500
Dallas, TX 75202-3767

Christopher Wyatt
18647 Gibbon Drive
Dallas, TX 75287-4043

Clearview International LLC
c/o Blenden Roth Law Firm
2217 Harwood Road
Bedford, TX 76021-3607

Comforce
3492 Momentum Place
Chicago, IL 60689-0001

Covenant Global Alpha Fund, LP
c/o GP/Manager MCFGA, LLC
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Covenant Private Equity Partners III, LP
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David Armour
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Delaware Secretary of State
State of Delaware-Division Corporation
PO Box 5509
Binghamton, NY 13902-5509

Digital Miracles, LLC
1805 Cranbrook Drive South
Colleyville, TX 76034-4356

Dykema Gossett PLLC
Dept CH 16382
Palatine, IL 60055-6382

First Insurance Funding Corp
PO Box 66468
Chicago, IL 60666-0468

Fish & Richardson P.C.
PO Box 3295
Boston, MA 02241-3295

Fleetstaff, Inc. Wells Fargo Business Cr
PO Box 823424
Philadelphia, PA 19182-3424

Global Outlook, Inc
222 W. Las Colinas Blvd Suite No. 1410N
Irving, TX 75039-5421

Grapevine Station LLC
1000 Texan Trail, Suite 200
Grapevine, TX 76051-3777

Hall & Ludlam
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Haynes Boone LLP
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Twitter Exhibit 1029

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San Diego, CA 92186-5834

Marc Mulgrum
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Mark Harwell
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222 W. Las Colinas Blvd Suite 1410
North Tower Irving, TX 75039-5439

Neal & McDevitt
1776 Ash Street
Northfield, IL 60093-3001

New York Athletic Club
180 Central Park South
New York, NY 10019-1562

Niro Law and Friedman Suder & Cooke
181 West Madison Street, Suite 4600
Chicago, IL 60602-4635

Oklahoma Tax Commission
Legal Division
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Quill Corporation
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Red River Systems
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Addison, TX 75001-5312

Remotely Creative
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Minneapolis, MN 55402-2015

Roger Rohatgi
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Shikha Malhotra
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Dallas, TX 75266-0916

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TrueBridge Resources, Inc.
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Twitter, Inc
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United States Trustee
United States Trustee
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Oklahoma City, OK 73102-3479

(c)YOJIMBO CORPORATION
1666 YELLOW BRICK RD
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Youtoo Networks, LLC
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Binghamton, NY 13902-5509

YoutooTV, LLC
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Binghamton, NY 13902-5509

Douglas N. Gould
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Oklahoma City, OK 73118-4016

O. Clifton Gooding
The Gooding Law Firm
650 City Place Building
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Oklahoma City, OK 73102-7001

Addresses marked (c) above for the following entity/entities were corrected
as required by the USPS Locatable Address Conversion System (LACS).

Yojimbo Corporation
1666 China Gulch Road
Jacksonville, OR 97530

The following recipients may be/have been bypassed for notice due to an undeliverable (u) or duplicate (d) address.

(u)Hall & Ludlam PLLC
210 Park Avenue
Suite 3001
Oklahoma City

(u)Heidi Miller

End of Label Matrix	
Mailable recipients	66
Bypassed recipients	2
Total	68