

NOTIFICATION OF DISPOSITION OF COLLATERAL

TO: TBD Fest, LLC, a California Limited Liability Company
1050 20th Street
Sacramento, California 95811
Attention: Michael R. Hargis, Agent for Service of Process

Employment Development Department
P.O. Box 826880
Sacramento, California 94280-0001

Employment Development Department
5007 Broadway
Sacramento, California 95820

Greenberg Traurig, LLP
1201 K Street, Suite 1100
Sacramento, California 95814
Attention: Michelle Hallsten

FROM: The Bridge District LLC, a California Limited Liability Company, as assignee of Highway 1 Hospitality, LLC, a California Limited Liability Company
23240 Highway One
Marshall, CA 94940
Contact Through Counsel:
Albert Flor, Jr., Esq.
Wendel Rosen Black & Dean, LLP
1111 Broadway, 24th Floor
Oakland, CA 94607
(510) 834-6600
email: aflor@wendel.com

NAME OF: TBD Fest, LLC, a California Limited Liability Company
DEBTOR

NOTICE IS HEREBY GIVEN that The Bridge District LLC, a California Limited Liability Company (“Bridge”), as assignee of Highway 1 Hospitality, LLC, a California Limited Liability Company, a secured creditor of TBD Fest, LLC, a California Limited Liability Company (“Debtor”), will sell the property identified on **Exhibit A** attached hereto (the “Collateral”) to the highest qualified bidder in public via online auction as follows:

Sale Date: Auction opens on November 28, 2017 at 10:00 a.m. (PT) and closes on November 30, 2017 at 10:00 a.m. (PT)

Place: www.WestAuction.com

Procedure: See www.WestAuction.com for bidding policies and procedures.

The sale of the Collateral will be on a "as is, where is basis" without any representations or warranties, including, without limitation, and representations or warranties as to the location, condition or actual existence of any part of the Collateral. Furthermore, and without limitation, there are no warranties relating to title, possession, or quiet enjoyment relating to this disposition of the Collateral. Bridge reserves all rights and remedies of a secured party at the sale, including without limitation, the rights and remedies arising under Sections 9600 *et seq.* of the California Commercial Code. Without limitation on the above, Bridge reserves its rights to credit bid its secured claim, or any portion thereof, at the auction.

NOTICE IS HEREBY FURTHER GIVEN that you are entitled to an accounting of the unpaid indebtedness secured by the Collateral that Bridge intends to sell. You may request an accounting by calling or writing Bridge's counsel Albert Flor, Jr., Esq. at Wendel Rosen Black & Dean, LLP, 1111 Broadway, 24th Floor, Oakland, CA 94607, (510) 834-6600 or aflor@wendel.com.

This notice does not constitute (1) the acknowledgement by Bridge of the validity of any purported secured claims by any party, including parties receiving notice, or (2) a waiver of any claims against or defenses relating to any such purported secured claims. Bridge reserves all rights to challenge the assertion by any one of a senior or competing security interest in the Collateral.

DATED: October 27, 2018

WENDEL, ROSEN, BLACK & DEAN LLP

By:


Albert Flor, Jr.

Attorneys for secured creditor THE BRIDGE
DISTRICT, LLC

EXHIBIT A

Secured Creditor The Bridge District, LLC intends to foreclose on its security interest against the property of debtor TBD Fest, LLC (the "Debtor"), wherever located. The Bridge District, LLC does not physically possess any of the below listed assets and has only limited information and belief about the whereabouts of certain assets listed below. The Bridge District, LLC cannot make any representations or warranties concerning the locations or conditions of any assets subject to its security interest. The property subject to foreclosure is described as follows:

All right, title, interest, claims and demands of Debtor in and to the following property:

- (i) All goods and equipment now owned or hereafter acquired, including, without limitation, all machinery, fixtures, vehicles (including motor vehicles and trailers), and any interest in any of the foregoing, and all attachments, accessories, accessions, replacements, substitutions, additions, and improvements to any of the foregoing, wherever located;
- (ii) All inventory, now owned or hereafter acquired, including, without limitation, all merchandise, raw materials, parts, supplies, packing and shipping materials, work in process and finished products including such inventory as is temporarily out of Debtor's custody or possession or in transit and including any returns upon any accounts or other proceeds, including insurance proceeds, resulting from the sale or disposition of any of the foregoing and any documents of title representing any of the above;
- (iii) All contract rights and general intangibles now owned or hereafter acquired;
- (iv) All accounts, contract rights, royalties, license rights and all other forms of obligations now existing and hereafter arising owing to Debtor arising out of the sale or lease of goods, the licensing of technology or other intellectual property rights or the rendering of services by Debtor, whether or not earned by performance, and any and all credit insurance, guaranties, and other security therefor, as well as all merchandise returned to or reclaimed by Debtor;
- (v) All documents, cash, deposit accounts, securities, securities entitlements, securities accounts, investment property, financial assets, letters of credit, certificates of deposit, instruments and chattel paper now owned or hereafter acquired and Debtor's books relating to the foregoing;
- (vi) All of Debtor's books relating to any of the foregoing and any and all claims, rights and interests in any of the above and all substitutions for, additions and accessions to and proceeds thereof; and
- (vii) Debtor's Intellectual Property (hereinafter defined), including, without limitation, the following:
 - (1) Any and all copyright rights, copyright applications, copyright registrations, moral rights and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held;

- (2) Any and all trade secrets, and any and all intellectual property rights now or hereafter existing, created, acquired or held;
- (3) Any and all design rights which may be available to Debtor now or hereafter existing, created, acquired or held;
- (4) Any and all patents, patent applications and like protections and any and all improvements, divisions, continuations, renewals, reissues, extensions and continuations-in- part of such patents and patent applications;
- (5) Any and any trademark and service mark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Debtor connected with and symbolized by such trademarks.
- (6) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;
- (7) Any and all licenses or other rights to use any copyrights, patents, trademarks, service marks or other intellectual property, and all license fees and royalties arising from such use to the extent permitted by such license or rights;
- (8) Any and all amendments, extensions, renewals and extensions of any of the copyrights, patents, trademarks or service marks;
- (9) All goodwill of the business connected with the use of, and symbolized by, each patent and trademark and any licenses thereof; and
- (viii) To the extent not otherwise included, any and all proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

The term "Intellectual Property" means all intellectual and similar property of every kind and nature now owned or hereafter acquired by Debtor, including inventions, designs, patents (whether registered or unregistered), copyrights (whether registered or unregistered), trademarks (whether registered or unregistered), trade secrets, domain names, confidential or proprietary technical and business information, know-how, methods, processes, drawings, specifications or other data or information and all memoranda, notes and records with respect to any research and development, software and databases and all embodiments or fixations thereof whether in tangible or intangible form or contained on magnetic media readable by machine together with all such magnetic media and related documentation, registrations and franchises, and all additions, improvements and accessions to, and books and records describing or used in connection with, any of the foregoing.

Without limitation on the above, The Bridge District, LLC is aware of the existence of the following specific property of the Debtor subject to foreclosure:

1. All of the Debtor's art elements, which include but are not limited to Artwork (including but not limited to sculpture, paintings, posters, light and video works, and interactive performance works), logos, website designs, web data, festival ground plans, art pieces and elements, including any and all variations thereon, in storage. The Bridge District, LLC is informed and believes that a portion of these items are located at warehouse in Sacramento, office of David Steinberg, office of Michael Hargis at Lowbrau Restaurant

2. The Debtor's URL: <https://www.TBDFestival.com>

3. The Debtor's website, located at <https://www.tbdfestival.com>, Facebook, and all other social media accounts maintained by the Debtor, all content thereon, including content previously on the website, and passwords to access any of the foregoing.

4. All of the Debtor's documents and records, wherever located, arising from, connected with, or related to the planning, production or operation of the TBD Fest, including, without limitation, vendor lists, statistics concerning ticket and tickets sold, promotional materials, financial and banking records, attendance, sponsors and operations. The Bridge District is informed and believes that a portion of these items may be located at Offices of David Steinberg, the Office of Michael Hargis, and/or the Lowbrau Restaurant.

5. Any files and records reflecting any contracts of the Debtor for informational purposes.
THE BRIDGE DISTRICT LLC HAS NOT AND WILL NOT ASSUME ANY
CONTRACTUAL OBLIGATIONS OR INDEBTEDNESS OF THE DEBTOR HEREIN OR
OTHERWISE.

6. The name "TBD Fest" and any and all goodwill associated with the Debtor and any festivals it operated.

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF ALAMEDA

At the time of service, I was over 18 years of age and not a party to this action. I am employed in the County of Alameda, State of California. My business address is 1111 Broadway, 24th Floor, Oakland, CA 94607-4036.

On October 27, 2017, I served true copies of the following document(s) described as on the interested parties in this action as follows:

TBD Fest, LLC, a California Limited Liability Company ***VIA U.S. MAIL & FEDERAL EXPRESS***
1050 20th Street
Sacramento, California 95811
Attention: Michael R. Hargis, Agent for
Service of Process

Employment Development Department ***VIA U.S. MAIL***
P.O. Box 826880
Sacramento, California 94280-0001

Employment Development Department ***VIA FEDERAL EXPRESS***
5007 Broadway
Sacramento, California 95820


Greenberg Traurig, LLP ***VIA U.S. MAIL & FEDERAL EXPRESS***
1201 K Street, Suite 1100
Sacramento, California 95814
Attention: Michelle Hallsten

BY MAIL: I enclosed the document(s) in a sealed envelope or package addressed to the persons at the addresses listed above and placed the envelope for collection and mailing, following our ordinary business practices. I am readily familiar with Wendel, Rosen, Black & Dean LLP's practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully prepaid. I am a resident or employed in the county where the mailing occurred. The envelope was placed in the mail at Oakland, California.

BY FEDEX: I enclosed said document(s) in an envelope or package provided by FedEx and addressed to the persons at the addresses listed above. I placed the envelope or package for collection and overnight delivery at an office or a regularly utilized drop box of FedEx or delivered such document(s) to a courier or driver authorized by FedEx to receive documents.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on October 27, 2017, at Oakland, California.



Meykuei Saephan