

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NEW YORK

FRED BARON,

Plaintiff,

-against-

ROCKETBOOM, LLC,

Defendant.

Defendant's Address:

11 West 81<sup>st</sup> Street Apt. PH-C6  
New York, New York 10011

TO THE ABOVE-NAMED DEFENDANT:

You are hereby summoned and required to serve upon plaintiff's attorneys an answer to the Complaint in this action within twenty (20) days after the service of this Summons, exclusive of the day of service, or within thirty (30) days after service is complete if the Summons is not personally delivered to you within the State of New York. In case of your failure to answer, judgment will be taken against you be default for the relief demanded in the Complaint.

Dated: New York, New York  
March 29, 2007

DATE PURCHASED:

INDEX NO.

SUMMONS

Plaintiff's Address

5950 DeLoache  
Dallas, TX 75225

The basis of Venue is  
CPLR Sec. 503(a)  
Defendant resides in  
County of: New York

07601066

NEW YORK COUNTY CLERK

MAR 30 2007

FILED

Stephen Einstein & Associates, P.C.  
Attorneys for Plaintiff  
20 Vesey Street Room 1406  
New York, New York 10007  
(212) 267-3550

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NEW YORK

FRED BARON,

Plaintiff

INDEX NO.

-against-

ROCKETBOOM, LLC,

Defendant.

VERIFIED COMPLAINT

NEW YORK COUNTY CLERK  
MAR 30 2007

FILED

The Plaintiff, FRED BARON, by his attorneys, STEPHEN EINSTEIN & ASSOCIATES, P.C., complaining of the Defendant, alleges as follows:

1. That the Plaintiff, Fred Baron (hereinafter "Baron") is a resident of the State of Texas.
2. The Defendant, Rocketboom, LLC (hereinafter, "Rocketboom") is upon information and belief a New York Limited Liability Company, domiciled in New York County.

FIRST CAUSE OF ACTION

3. That on the 17th day of October, 2006, the Defendant, Rocketboom, duly delivered to the Plaintiff, Baron, a Loan and Security Agreement (the "Agreement") wherein and whereby it acknowledged itself to be justly indebted to the Plaintiff, Baron and which indebtedness the Defendant, Rocketboom covenanted and agreed to repay according to the terms of the Agreement. A copy of the Agreement is attached hereto as Exhibit "A".

4. That pursuant to the terms of the Agreement, the Plaintiff, Baron, agreed to make loans to Rocketboom not exceeding the sum of FIVE HUNDRED THOUSAND AND 00/00 (\$500,000.00) which sum was to be repaid according to the terms of the Agreement.

5. That the Plaintiff, Baron, at the Defendant Rocketboom's specific instance and request, and pursuant to the terms of the Agreement, advanced an additional ONE HUNDRED SEVENTY NINE THOUSAND FIVE HUNDRED SIXTY EIGHT AND 41/00 (\$179,568.41), to the Defendant, Rocketboom, through February 26, 2007, over and above the initial FIVE HUNDRED

THOUSAND DOLLARS (\$500,000.00). The Defendant, Rocketboom, agreed to repay this additional advance pursuant to the terms of the Agreement.

6. That pursuant to the terms of the Agreement, the Plaintiff, Baron, did demand the immediate repayment of ONE HUNDRED SEVENTY NINE THOUSAND FIVE HUNDRED SIXTY EIGHT AND 41/100 (\$179,568.41), by letter dated March 8, 2007, a copy of which is attached hereto as Exhibit "B".

7. That the Defendant, Rocketboom, failed to repay the said ONE HUNDRED SEVENTY NINE THOUSAND FIVE HUNDRED SIXTY EIGHT AND 41/100 (\$179,568.41), as set forth in the Plaintiff, Baron's demand of March 8, 2007.

8. That as a result of its default, the Defendant Rocketboom, Inc., became indebted to the Plaintiff in the sum of ONE HUNDRED SEVENTY NINE THOUSAND FIVE HUNDRED SIXTY EIGHT AND 41/100 (\$179,568.41).

#### SECOND CAUSE OF ACTION

9. As collateral for the repayment of the Defendant Rocketboom's indebtedness under the Installment Agreement, the Defendant Rocketboom., granted to the Plaintiff, Baron, a continuing security interest in certain collateral, described as follows:

Any and all property of the Borrower, wherever located and whether now owned by Borrower or hereafter acquired, including but not limited to (a) all Inventory; (b) all General Intangibles including all intellectual property of Borrower, including all Software, trademarks, tradenames, domain names, and website ownership and data related thereto; (c) all Accounts; (d) all Chattel Paper; (e) all Instruments and Documents and any other instrument or intangible representing payment for goods or services; (f) all Equipment; (g) all Investment Property; (h) all Fixtures; and (i) all parts, replacements, substitutions, profits, products, Accessions and cash and non-cash Proceeds and Supporting Obligations of any of the foregoing (including, but not limited to, insurance proceeds) in any form and wherever located. Collateral shall also include all written or electronically recorded books and records relating to any such Collateral and other rights relating thereto.

The Agreement also provided that in the event of Default by the Defendant, Rocketboom in

the payment of any principal or of interest, the Plaintiff, Baron, may

Without waiving any of its other rights hereunder or under any other Loan Document, the Lender shall have all rights and remedies of a secured party under the Code [defined in the Agreement as the Uniform Commercial Code as adopted in the jurisdiction where this action is pending] (and the Uniform Commercial Code of any other applicable jurisdiction) and such other rights and remedies as may be available hereunder, under other applicable law or pursuant to contract. If requested by the Lender, Borrower will promptly assemble the Collateral and make it available to the Lender at a place to be designated by the Lender. Borrower agrees that any notice by the Lender of the sale or disposition of the Collateral or any other intended action hereunder, whether required by the Code or otherwise, shall constitute reasonable notice to Borrower if the notice is mailed to the Borrower by regular or certified mail, postage prepaid, at least five days before the action to be taken. Borrower shall be liable for any deficiencies in the event the proceeds of the disposition of the Collateral do not satisfy the Obligations in full.

10. That the Plaintiff, Baron, perfected his security interest in this collateral by duly filing financing statements.

11. That the Defendant, Rocketboom, has failed to remit any payments to the Plaintiff, Baron, despite due demand.

12. As a result of the foregoing, the Plaintiff, Baron, is entitled to recover its collateral security. Accordingly, Plaintiff, Baron, is entitled to a judgment against all of the Defendant Rocketboom,, foreclosing its interest in the collateral security given pursuant to the Agreement, and requiring said Defendant, Rocketboom to account for, and turn over the Collateral to the Plaintiff, Baron.

WHEREFORE, the Plaintiff Fred Baron, demands judgment against the Defendant Rocketboom, LLC., on the First Cause of Action in the amount of ONE HUNDRED SEVENTY NINE THOUSAND FIVE HUNDRED SIXTY EIGHT AND 41/100 (\$179,568.41) and against the Defendant Rocketboom, LLC, on the Second Cause of Action foreclosing Defendant Rocketboom, LLC's interest in all collateral granted to Plaintiff as security, together with costs, interest, and disbursements, and such other and further relief as to this Court may seem just and proper.

Dated: New York, New York  
March 29, 2007

YOURS, ETC.,  
STEPHEN EINSTEIN & ASSOCIATES, P.C.  
ATTORNEYS FOR PLAINTIFF  
20 VESEY STREET ROOM 1406  
NEW YORK, NY 10007  
(212)267-3550

VERIFICATION

The undersigned, affirms under penalties of perjury and says that he is a member of the firm appearing as attorney of record for the plaintiff in the within entitled action: that under penalties of perjury that he has read the foregoing summons and verified complaint and know the contents thereof, and that the same is alleged upon information and belief and that he believes it to be true. Affirmant further says that the grounds of his belief are correspondence and other writings furnished to him by the plaintiff and interviews with officers and employees of plaintiff. This verification is made by Affirmant because plaintiff's place of business is located outside the county where Affirmant maintains his law practice.

Dated: New York, N.Y.  
March 29, 2007

A handwritten signature in black ink, appearing to read "Stephen Einstein", written over a horizontal line.

Stephen Einstein

Index No.

Year 2007

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NEW YORK

FRED BARON

*Plaintiff(s)*

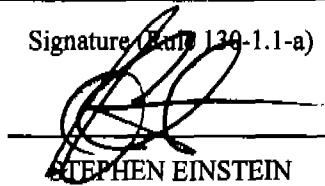
-against-

ROCKETBOOM, LLC

*Defendant(s)*

SUMMONS AND VERIFIED COMPLAINT

Signature (Part 130-1.1-a)



STEPHEN EINSTEIN

LAW OFFICE OF  
STEPHEN EINSTEIN AND ASSOCIATES, P.C.

Attorney(s) for PLAINTIFF  
Office and Post Office Address  
20 Vesey Street- Suite 1406  
New York, New York 10007  
(212) 267-3550  
Fax (212) 267-3803

Service of a copy of the within is hereby admitted.  
Dated,

Attorney(s) for

Sir: Please take notice

NOTICE OF ENTRY:

That the within is a (certified) true copy of a duly entered in the office  
of the clerk of the within named court on

NOTICE OF SETTLEMENT

that an order of which the within is a true copy of a  
settlement to the HON. presented for one of the judges

Of the within named Court, at  
On the \_\_\_ day of \_\_\_ 2007 at \_\_\_ AM  
Dated.