

# EXHIBIT 3

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ENTERTAINMENT, INC.; EUROPLAY  
8 CAPITAL ADVISORS, LLC; CLARIA  
INNOVATIONS, LLC; and MONTO  
9 HOLDINGS PTY LTD

10 **SUPERIOR COURT OF CALIFORNIA**

11 **COUNTY OF LOS ANGELES - NORTHWEST DISTRICT (VAN NUYS)**

12 BRILLIANT DIGITAL ENTERTAINMENT,  
INC., a Delaware corporation; EUROPLAY  
13 CAPITAL ADVISORS, LLC, a Delaware  
limited liability company; CLARIA  
14 INNOVATIONS, LLC, a Delaware limited  
liability company; and MONTO HOLDINGS  
15 PTY LTD, an Australian company,

16 Plaintiffs,

17 v.

18 PERSONALWEB TECHNOLOGIES, LLC, a  
Texas limited liability company; and DOES 1  
19 through 100, Inclusive,

20 Defendants.

CASE No. 21VECV00575

[Case assigned for all purposes to the Hon.  
Judge Bernie C. LaForteza, Department U]

**DECLARATION OF MICHAEL WEISS  
RE: NO OPPOSITION TO PLAINTIFFS'  
EX PARTE APPLICATION FOR  
IMMEDIATE APPOINTMENT OF  
RECEIVER AND PRELIMINARY  
INJUNCTION IN AID OF THE  
RECEIVER**

Date: May 4, 2021  
Time: 8:30 a.m.  
Dept: U

21  
22 I, Michael Weiss, declare:

23 1. I am the President of Defendant PersonalWeb Technologies, LLC ("PW" and/or  
24 "Defendant"). I have personal knowledge of the matters set forth in this declaration and, if called  
25 upon as a witness, I could and would testify competently thereto.

26 **NO OPPOSITION TO EX PARTE IMMEDIATE APPOINTMENT OF RECEIVER**

27 2. As President of PW, I have determined that PW has no objection or opposition to  
28 having the Court issue an *ex parte* and immediate order for the appointment of Robb Evans &

1 Associates LLC as the receiver ("Receiver") in this matter, over PW and its collateral, as set forth  
2 in the proposed order attached hereto as Exhibit 1 ("Order"). PW has received *ex parte* notice  
3 from Plaintiffs' counsel concerning Plaintiffs' *ex parte* application to appoint a Receiver in this  
4 matter, at the hearing on May 4, 2021, at 8:30 a.m., in Department U of this Court, and waives the  
5 need for any further notice of the application. Defendant PW does not intend to appear at any  
6 such hearings, has not retained legal counsel to represent it in this matter, and has no opposition to  
7 the Court entering the Order, Exhibit 1. PW further waives the need for any confirmation hearing  
8 as to the appointment of the Receiver.

9 3. The security agreements between Plaintiffs and PW allow for, among other things,  
10 the remedy of appointment of Receiver upon default. The 4 entity Plaintiffs in this matter are  
11 owed in excess of \$19 million dollars by PW, and have all of PW's tangible and intangible assets  
12 as collateral, including numerous pending patent infringement claims. The \$19 million debt is in  
13 default, which PW cannot pay. And, given the nature of the major collateral at this point, the  
14 patent infringement claims, a Receiver is needed to take control of those and administer them for  
15 the protection of the secured lender Plaintiffs, in order to pay the defaulted loan obligations and  
16 debt owed by PW to Plaintiffs. The Order provides for the secured creditor Plaintiffs to make  
17 protective advances to the Receiver to protect the collateral, which PW cannot afford to pay, as it  
18 cannot pay the fees, costs, and expenses of participating in this case or hiring counsel.

### 19 AGREED ORDER

20 4. Attached hereto as Exhibit 1 is the agreed form of Order for *Ex Parte* Immediate  
21 Appointment of Receiver and Preliminary Injunction In Aid of Receiver ("Order"), pursuant to  
22 which the parties request that the Receiver immediately be appointed over PW, and all its personal  
23 property, assets, and collateral, as set forth fully in the Order. Plaintiffs and PW have agreed the  
24 best course of action with respect to the collateral is for the Receiver immediately to take  
25 possession of the collateral securing the loan obligations of PW owed to Plaintiffs.

### 26 PW'S LOAN OBLIGATIONS

#### 27 BDE Loan Documents:

28 5. Effective October 4, 2011, and Amended and Restated as of December 31, 2019,

1 PW, as Borrower, executed and delivered to BDE a Fourth Amended and Restated Secured  
2 Revolving Promissory Note in the sum of \$10,000,000.00 ("BDE Note"). The BDE Note is a  
3 renewal of an earlier loan obligation.

4 6. The obligations represented by the BDE Note are secured by, and BDE is entitled  
5 to the benefits of, that certain Pledge and General Security Agreement, dated as of May 11, 2012  
6 and effective as of October 4, 2011, between PW and BDE, including any amendments or  
7 modifications thereto (collectively, the "BDE Security Agreement"). The BDE Security  
8 Agreement grants to BDE a security interest in all of PW's personal property and collateral,  
9 including, but not limited to, the following collateral, all as more particularly described in the  
10 BDE Security Agreement (the "Collateral"):

11 "Collateral" shall mean all right, title, and interest of the Debtor in and to all  
12 of the following property of the Debtor, whether now owned or hereafter  
acquired and whether now existing or hereafter coming into existence:

- 13 (i) Accounts;
- 14 (ii) Chattel Paper and rights to receive monies included thereby;
- 15 (iii) Commercial Tort Claims;
- 16 (iv) Deposit Accounts;
- 17 (v) Documents;
- 18 (vi) Equity Collateral;
- 19 (vii) General Intangibles;
- 20 (viii) Goods, including Inventory and Equipment;
- 21 (ix) Instruments and rights to receive monies included thereby;
- 22 (x) Intellectual Property;
- 23 (xi) Investment Property, including Commodity Accounts and Commodity  
Contracts;
- 24 (xii) Letter-of-Credit Rights;
- 25 (xiii) Notes;
- 26 (xiv) other tangible and intangible personal property and Fixtures of the Debtor;
- 27 (xv) to the extent related to any property described in the clauses (i) through  
28 (xiv), all books, correspondence, loan files, records, invoices, and other papers,  
including without limitation all tapes, cards, computer runs, and other papers and  
documents in the possession or under the control of the Debtor or any computer  
service company from time to time acting for the Debtor; and
- (xvi) cash and non-cash Proceeds of any and all of the foregoing.

"Account" has the meaning given such term in Section 9.102(a)(2) of the UCC.

"Account Debtor" has the meaning given such term in Section 9.102(a)(3) of  
the UCC.

"Certificate of Title" has the meaning given such term in Section 9.102(a)(10)  
of the UCC.

"Certificated Security" has the meaning given such term in Section 8.102(a)(4)  
of the UCC.

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- 1        **“Chattel Paper”** has the meaning given such term in Section 9.102(a)(11) of the UCC.
- 2        **“Commercial Tort Claim”** has the meaning set forth in Section 9.102(a)(13) of the UCC, and shall include, without limitation, all of the specifically described actions, litigation, proceedings and claims (including any appeals or remands and/or
- 3        proceedings in connection therewith or relating thereto or new proceedings arising therefrom) identified on Schedule 1.2 attached hereto (which Schedule 1.2 is
- 4        incorporated herein by this reference as though fully set forth herein, and as such Schedule 1.2 may be amended or amended and restated from time to time).
- 5        **“Commodity Account”** has the meaning given such term in Section
- 6        9.102(a)(14) of the UCC.
- 7        **“Commodity Contract”** has the meaning given such term in Section
- 8        9.102(a)(15) of the UCC.
- 9        **“Commodity Intermediary”** has the meaning given such term in Section
- 10       9.102(a)(17) of the UCC.
- 11       **“Copyright Collateral”** shall mean all Copyrights, whether now owned or hereafter acquired by the Debtor.
- 12       **“Copyrights”** shall mean all copyrights, copyright registrations, and applications for copyright registrations, including, without limitation, all renewals and extensions thereof, the right to recover for all past, present, and future infringements thereof, and all other rights of any kind whatsoever accruing thereunder or pertaining thereto.
- 13       **“Deposit Account”** has the meaning given such term in Section 9.102(a)(29) of the UCC.
- 14       **“Documents”** has the meaning given such term in Section 9.102(a)(30) of the UCC.
- 15       **“Entitlement Holder”** has the meaning given such term in Section 8.102(a)(7) of the UCC.
- 16       **“Entitlement Order”** has the meaning given such term in Section 8.102(a)(8) of the UCC.
- 17       **“Equipment”** has the meaning given such term in Section 9.102(a)(33) of the UCC.
- 18       **“Equity Collateral”** shall mean Pledged Equity and Pledged Equity Proceeds.
- 19       **“Event of Default”** shall have the meaning specified in Section 15 of this Agreement.
- 20       **“Financial Asset”** has the meaning given such term in Section 8.102(a)(9) of the UCC.
- 21       **“Fixtures”** has the meaning given such term in Section 9.102(a)(41) of the UCC.
- 22       **“General Intangibles”** has the meaning given such term in Section 9.102(a)(42) of the UCC.
- 23       **“Goods”** has the meaning given such term in Section 9.102(a)(44) of the UCC, and shall include Motor Vehicles.
- 24       **“Instruments”** has the meaning given such term in Section 9.102(a)(47) of the UCC.
- 25       **“Intellectual Property”** shall mean, collectively, all Copyright Collateral, all Patent Collateral, and all Trademark Collateral, together with (a) all inventions, processes, production methods, proprietary information, know-how, and trade secrets; (b) all licenses or user or other agreements granted to the Debtor with respect to any of the foregoing, in each case whether now or hereafter owned or
- 26
- 27
- 28

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