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HAMILTON COUNTY CLERK OF COURTS**

**COMMON PLEAS DIVISION**

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Clerk of Courts  
Hamilton County, Ohio  
CONFIRMATION 184092**

**RICHARD ABRAHAMSON**

**A 1207187**

**vs.**

**AMERICANA DANCE  
THEATRE INC CARE OF  
STATUTORY AGEN**

**FILING TYPE: INITIAL FILING (OUT OF COUNTY) WITH JURY  
DEMAND**

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EFR200

**IN THE COURT OF COMMON PLEAS  
HAMILTON COUNTY, OHIO**

<b>RICHARD ABRAHAMSON</b>	:	<b>Case No.</b>
<b>1204 Red Roan Ln</b>	:	
<b>Loveland, Ohio 45140</b>	:	
<b>Plaintiff,</b>	:	<b>Judge</b>
<b>v.</b>	:	
<b>AMERICANA DANCE THEATRE, INC.</b>	:	<b>COMPLAINT WITH JURY DEMAND</b>
<b>c/o Statutory Agent Joyce Aimee</b>	:	<b>DISCOVERY ATTACHED, INCLUDING</b>
<b>8559 Edwin Dr.</b>	:	<b>REQUESTS FOR ADMISSIONS</b>
<b>Los Angeles, CA 90046</b>	:	<b>(praecipe to clerk attached)</b>
<b>and</b>	:	
<b>JOHN LEBOLD</b>	:	
<b>77 Spruce Run Dr</b>	:	
<b>Brewster, MA 02631</b>	:	
<b>Defendants.</b>	:	

**PARTIES**

1. Richard L. Abrahamson (“ABRAHAMSON”), the Plaintiff in this action, is a medical doctor, a resident of the State of Ohio and a citizen of the United States and was one of the former owners of Toon Art, residing at the address in the caption.
2. Defendant Americana Dance Theatre, Inc. (“ADT”), is a California Based, non-profit corporation, which is used by Defendant LeBold to sell fraudulent items to unsuspecting individuals and corporations.
3. Defendant John LeBold. (“LEBOLD”) is the owner of a collection of Hollywood Memorabilia, some of which is authentic and some of which upon information and belief, is

spurious and is an individual, living in Massachusetts at the address listed in the caption.

### FACTS

4. On or about September 1999, Defendant John LeBold and Plaintiff Richard Abrahamson entered into negotiations that resulted in Toon Art, Inc. paying \$100,000.00 for assorted garments and pieces of memorabilia from Defendant John LeBold and his company, Defendant Americana Dance Theatre, Inc.
5. The transaction was entered into in Hamilton County, Ohio, through escrowing \$100,000.00 with an attorney, Richard L. Katz, in Cincinnati, Ohio, in accordance with a written contract executed on September 21, 1999, a true copy of which is attached as Exhibit A to this Complaint.
6. By agreement of the parties, the \$100,000.00 payment was converted into the purchase of the assorted garments and pieces of memorabilia that Defendant John LeBold represented to be authentic.
7. The listing of such garments and memorabilia was as follows: Elizabeth Taylor's costume from "Cleopatra"; James Dean pants from "Giant"; Betty Davis jacket and cape from "The Private Lives of Elizabeth and Essex"; Frank Sinatra pants from "Anchors Aweigh"; Susan Hayward dress from "Untamed"; Erroll Flynn jacket from "The Adventures of Don Juan"; Fred Astaire tuxedo shirt and pants from "A Royal Wedding"; and Greta Garbo's cape from "Queen Christina";
8. Based upon Defendant John LeBold's representation that such items were authentic, and as represented, Toon Art invested its money.
9. Plaintiff Richard Abrahamson has, received an assignment of all the action which Toon Art would have against Defendant John LeBold for his actions in furnishing fraudulent garments,

such assignment is attached as Exhibit B.

10. In 2011, Plaintiff Richard Abrahamson made an effort to sell items from the collection that had been sold to him by Defendant John LeBold.

11. As part of these efforts to sell such items, Plaintiff Abrahamson contacted Profiles in History to have a catalogue put together on which to sell the items on consignment.

12. Upon publication of the catalogue, the owner of the authentic Cleopatra dress contacted Profiles in History to notify them of the fraudulent representation in their catalog.

**FIRST CAUSE OF ACTION: BREACH OF CONTRACT**

13. Plaintiff Richard Abrahamson realleges all the foregoing paragraphs as if fully rewritten herein.

14. Defendant John LeBold and Defendant Americana Dance Theatre, Inc.'s actions in furnishing false garments is a breach of the covenant of good faith and fair dealing.

15. In addition, it is a material breach of the contract, attached at Exhibit A, with Toon Art.

16. As a direct and proximate result of such breach, Plaintiff has suffered a loss of \$90,000.00.

17. Because the breach was malicious, and not done in good faith, Defendant John LeBold and Defendant Americana Dance Theatre, Inc. are also responsible to pay the Plaintiff's reasonable attorney fees and punitive damages in an amount sufficient to deter such activities in the future.

**SECOND CAUSE OF ACTION: FRAUD**

18. Plaintiff Richard Abrahamson realleges paragraphs 1-12 as if fully rewritten herein.

19. Defendant John LeBold and Defendant Americana Dance Theatre, Inc.'s furnishing of spurious memorabilia was tantamount to fraud.

20. Plaintiff Abrahamson reasonably discovered the fraud in 2011, as a result of the owner of an authentic garment identifying the falseness of the garment that had been sold by Defendants to the assignor to the Plaintiff.

21. As a direct and proximate result of the fraud, Plaintiff Abrahamson has actual suffered damages in excess of \$90,000.00.

22. In addition, Defendant John LeBold and Defendant Americana Dance Theatre, Inc. are liable for punitive damages in an amount to be sufficient to deter him from such conduct in the future, as well as Plaintiff Abrahamson's reasonable attorney fees and costs in this action.

#### **PRAYER FOR RELIEF**

23. WHEREFORE, having fully pleaded his cause, Plaintiff Richard Abrahamson, hereby prays that this honorable Court award him damages in the amount to be determined but in excess of \$25,000.00, his costs and attorney fees, and any and all such other relief as this Court, or a jury, may direct.

Respectfully submitted,

/s/ Robert F. Croskery  
Robert F. Croskery (0064802)  
Trial Attorney for Plaintiff  
Croskery Law Offices  
810 Sycamore St., 2<sup>nd</sup> Floor  
Cincinnati, OH 45202  
Phone: (513) 232-LAWS (5297)  
Fax: (513) 338-1992  
[rcroskery@juno.com](mailto:rcroskery@juno.com)

Of Counsel:  
Croskery Law Offices  
Melinda E. Knisley (002662)  
810 Sycamore St., 2<sup>nd</sup> Floor  
Cincinnati, OH 45202  
Phone: (513) 232-LAWS (5297)  
Fax: (513) 338-1992

### **JURY DEMAND**

Plaintiff hereby demands trial by a jury of eight to hear the within cause.

/s/ Robert F. Croskery  
Robert F. Croskery (0064802)

### **PRAECIPE TO CLERK**

Serve copy of Discovery to each Defendant along with the Complaint. If certified mail is refused, serve by ordinary mail.

/s/ Robert F. Croskery  
Robert F. Croskery (0064802)

## **PLAINTIFF'S FIRST SET OF REQUESTS FOR ADMISSION, DOCUMENT REQUESTS, AND INTERROGATORIES PROPOUNDED TO DEFENDANTS**

Plaintiff, through counsel, and makes the following Request for Admissions and First Set of Interrogatories and Document Requests directed to Defendant, to answer the following Interrogatories and respond to the Document Requests and requests for Admission within thirty (30) days of its receipt. These discovery requests shall be deemed continuing so as to require supplemental answers if the Defendant obtains further information not contained in the answers to the following Interrogatories, Document Requests, and Requests for Admission, pursuant to Rules 26, 33, 34, and 36 of the Ohio Rules of Civil Procedure.

All documents shall be produced at the offices of counsel for Plaintiff, 810 Sycamore, Cincinnati, Ohio, at 10:00 a.m. on the 31<sup>st</sup> day after service on the Defendant, or, if that day is a Saturday, Sunday, or Holiday, the next succeeding business day. Alternatively, Defendant may meet this requirement by sending certified answers to interrogatories, admissions, and true and accurate copies of responsive documents to arrive at Plaintiff's attorney's offices before that due date.

### **DEFINITIONS AND INSTRUCTIONS FOR ANSWERING**

A. In answering, use the following definitions:

1. The term "document" or "documents" means the original and all copies regardless of origin or location, of any writing or records of any type or description, whether official or unofficial, including, but not limited to, the original and any copy of any book, pamphlet, periodical, letter, memorandum, report, record, study, inter or intra-office communication, handwritten or other note, working paper, publication, permit, ledger and/or journal, whether general or special, disk, data sheet, photograph, or any other written, recorded, transcribed, filed or graphic matter, however produced or reproduced, to which defendant had access or now has access.
2. The term "you", "your", refer to the Defendant, including its officers and employees with knowledge of the subject matter addressed.
3. The words "and" and "or" shall be construed as conjunctively or disjunctively as necessary to bring within the scope of these discovery requests any information which might otherwise be construed to be outside their scope.
4. The words "any" and "all" shall be considered to include "each" and "each and every".
5. The masculine gender shall be construed as including the feminine, the singular shall be construed as including the plural, and the plural shall be construed as including the singular, so as to bring within the scope of these discovery requests any information or documents which might otherwise be construed to be outside their scope.
6. "Identify", when used of a person, means to state the person's name, employer, job title, work address and residence address, work telephone number and home telephone number. State any and all such information that is known to you. For persons who you contend can make statements that bind the corporate defendant, do not give telephone numbers.

B. All answers must be made separately and fully, in that an incomplete or evasive answer constitutes a failure to answer. If you cannot answer the following Interrogatories in full, after exercising due diligence to secure the information to do so, so state and answer to the extent possible. Specify your inability to answer the remainder, and state whatever information or knowledge you have concerning duty to supplement your response with respect to any questions directly addressed to the identity and locations of persons having knowledge of discoverable matters, the identity of any person expected to be called as a witness at trial, and the subject matter on which he or she is expected to testify. You must also correct any response which you know or later learn is incorrect or incomplete.

**YOU ARE HEREBY NOTIFIED THAT PLAINTIFF WILL SEEK TO RECOVER ALL COSTS OF PROOF HE INCURS, INCLUDING ATTORNEY FEES OF \$350.00 PER HOUR AND COURT REPORTER FEES, FOR RELEVANT MATTERS YOU FAIL TO ADMIT THAT HE PROVES.**

**REQUESTS FOR ADMISSION**

**REQUEST FOR ADMISSION NO. 1.**

Admit that Defendant LeBold had a contract with Toon Art, Inc. which began as an option contract (attached as Exhibit A) and was converted, by agreement, to a sale of assorted garments and pieces of memorabilia to Toon Art, Inc. for the price of \$100,000.00.

**RESPONSE:**

**REQUEST FOR ADMISSION NO. 2.**

Admit that Defendant LeBold falsely represented the garments and pieces of memorabilia sold to Toon Art as being authentic.

**RESPONSE:**

**REQUEST FOR ADMISSION NO. 3.**

Admit that at the time Defendant LeBold sold the items to Toon Art, Inc., he knew that the items were fakes.

**RESPONSE:**



## INTERROGATORIES

### INTERROGATORY NO. 1:

If you deny Request for Admission Number 2, state what you relied upon as fact to know that the items were authentic. Review the definition of identify before responding.

**ANSWER:**

### INTERROGATORY NO. 2:

If you deny Request for Admission Number 3, identify any and all such proof that you have that prove the items are authentic. Review the definition of identify before responding.

**ANSWER:**

### INTERROGATORY NO. 3:

Identify any and all persons whom you contend have knowledge of the facts and circumstances alleged in the Complaint. Review the definition of identify before responding.

**ANSWER:**

### INTERROGATORY NO. 4:

For each person identified in response to Interrogatory No. 3 above, state the facts which you contend are known to each person.

**ANSWER:**

**INTERROGATORY NO. 5:**

For each fact set forth in response to Interrogatory No. 4 above, identify any and all documents which describe, support, or otherwise reflect the facts known to each person.

**ANSWER:**

**INTERROGATORY NO. 6:**

Identify any and all persons who took part in initiating and finalizing the contract and sale with Toon Art Inc for the purchase of garments and memorabilia.

**ANSWER:**

**INTERROGATORY NO. 7:**

Identify any and all persons, by name, address, and telephone number (other than Plaintiff Abrahamson) who, from January 1, 2000 to the present, have filed a lawsuit, complaint, administrative charge, gone to any government agency, or made a claim or complaint of receiving fake hollywood memorabilia involving Defendant John LeBold. Provide the Case caption, case number, names of all parties, and outcome of the case.

**ANSWER:**

**INTERROGATORY NO. 8:**

Identify and describe in detail each communication (written or oral, including e-mails)

between officials, employees, representatives, or management of Toon Art, Inc., and Defendant John LeBold from January 1, 1999 to present that concern the sale of garments and pieces of memorabilia to Toon Art, Inc. by Defendant John LeBold. Include, without limitation, a description of all such communications related to Toon Art, Inc., Plaintiff Richard Abrahamson or any other person's allegations that they were sold fake Hollywood memorabilia by Defendant John LeBold regardless of whether you consider such statements to constitute allegations of wrongful termination.

**ANSWER:**

**INTERROGATORY NO. 9:**

Identify all documents which you consulted, relied upon, or referred to in preparing responses to these Interrogatories, its answer to Plaintiffs' Complaint and/or its disclosures.

**ANSWER:**

**INTERROGATORY NO. 10:**

State the name, address, and job title or capacity of each person who prepared or assisted in the preparation of the responses to these Interrogatories.

**ANSWER:**

**INTERROGATORY NO. 11:**

Please state whether each answer to each interrogatory set forth herein accurately sets forth the sum total of all facts known to YOU relating to the subject matter of the interrogatory.

**ANSWER:**

**REQUESTS FOR PRODUCTION OF DOCUMENTS**

**REQUEST FOR DOCUMENTS NO. 1:**

If you deny Request for Admission Number 2, provide true and accurate copies of the documents which prove these items are authentic.

**ANSWER:**

**REQUEST FOR DOCUMENTS NO. 2:**

If you deny Request for Admission Number 3, provide true and accurate copies of all documents which prove the items are authentic.

**REQUEST FOR DOCUMENTS NO. 3:**

Any and all documents which support, evidence, relate or otherwise pertain to any lawsuits, complaints, charges, or claims of selling fake Hollywood memorabilia made against Defendant John LeBold from January, 2000 to the present.

**ANSWER:**

**REQUEST FOR DOCUMENTS NO. 4:**

Copies of all exhibits to be used at trial or mediation regarding this matter.

**ANSWER:**

VERIFICATION

I hereby swear that the foregoing answers to plaintiffs for said interrogatories, request for admission, and document requests are true, accurate, and complete, to the best of my knowledge.

\_\_\_\_\_

Sworn and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2012, in  
\_\_\_\_\_ County, Ohio.

\_\_\_\_\_  
Notary Public  
My commission expires \_\_\_\_\_

OPTION AGREEMENT

This Option Agreement made this 21<sup>st</sup> day of September 1999 by and between John LeBold, an individual, hereafter "LeBold", American Dance Theatre, Inc., a 501 (c) 3 Not For Profit California Corp. hereafter "ADT", and Toon Art Inc., an Ohio corporation, hereafter "Toon Art".

WHEREAS, LeBold is the owner of film and movie related collectibles hereafter "Silver Screen Collection", and is desirous of selling the entire collection; and

WHEREAS, ADT is duly authorized by LeBold to negotiate and consummate a sale on behalf of LeBold; and

WHEREAS, Toon Art is desirous of obtaining an Option to purchase the entire Silver Screen Collection;

NOW THEREFORE, upon the terms and conditions as set forth below, and for valuable consideration, the sufficiency of which is acknowledged by the parties, the parties agree as follows:

I. GRANT OF OPTION

A. LeBold grants to Toon Art an exclusive option to purchase the entire Silver Screen Collection. The collection includes but is not limited to the following film and movie related items and collectibles:

- 1. The entire collection of original costumes and garments, as listed in the inventory;
- 2. Approximately 250,000 original photographs and still pictures;
- 3. Approximately 25,000 original Lobby Cards;
- 4. Several thousand original movie and film posters;
- 5. Miscellaneous movie and film props.

B. Toon Art shall retain the exclusive option for a period of twenty-one (21) days beginning with the date of the full execution of this document and terminating at midnight EST on the 21<sup>st</sup> day, unless otherwise extended as set forth herein.

C. Toon Art may extend the option period by an additional seventy-two (72) hours upon written notice to LeBold and ADT at any time prior to the expiration of the option period.

D. During the option period, LeBold shall permit Toon Art and/or its representative(s) upon reasonable notice to privately inspect the entire Silver Screen Collection.

E. To the extent that Toon Art and LeBold are unable to agree upon a mutually convenient and reasonable time for the inspection set forth in (D) above, then the option period shall automatically be extended a sufficient number of days to permit Toon Art's inspection. This extension is in addition to any other extension outlined in this Option Agreement.

F. The option period may be further extended by agreement of the parties.

**II. EXERCISE OF OPTION**

A. Toon Art may exercise its exclusive option by notifying LeBold or ADT, in the manner as set forth hereafter, prior to the expiration of the option period, or any extension thereof, of its intention to so purchase the entire Silver Screen Collection, or any part thereof.

**III. OPTION PRICE**

A. In consideration for the grant of this exclusive option Toon Art shall deposit a refundable sum of One Hundred Thousand (\$100,000.00) Dollars "Option Price" upon full execution of this option into an interest bearing escrow account.

B. This escrow account shall be established at the Cincinnati, OH branch office of Merrill Lynch.

**IV. ESCROW AGENT**

A. The escrow agent shall be Richard L. Katz, attorney at law.

B. The escrow agent shall have no liability to any party regardless of reason as such and each party shall jointly and severally hold the escrow agent harmless and indemnify him.

C. In the event that Toon Art declines to exercise its option to purchase the Silver Screen Collection, then the escrow agent shall close the escrow account and immediately return all of the funds to Toon Art.

**V. PURCHASE PRICE**

A. In the event that Toon Art exercises its option to purchase the Silver Screen Collection then the purchase price shall be Four Million, Five Hundred Thousand (\$4,500,000) Dollars, payable as follows:

1. The escrow agent shall be notified immediately to release the escrowed funds to ADT on behalf of LeBold upon the exercise of the option by Toon Art unless otherwise agreed by the parties in writing.

2. The balance of the purchase price, after release of the escrowed funds, shall be paid to ADT on behalf of LeBold at closing and simultaneously Toon Art shall have the right to take physical possession of the entire Silver Screen Collection.



3. Closing shall be held within 90 days after the date upon which Toon Art exercises its option to purchase the collection. Closing shall occur at a place to be determined by LeBold or ADT.

## VI. NOTICE

A. Any notice required under the terms of this agreement shall be sent to the following addresses, certified mail, return receipt requested. Mailing shall be effective for purposes of this agreement on the date mailed.

To: Toon Art Inc.  
 Attn: Dr. Richard Abrahamson  
 581 Northland Blvd.  
 Cincinnati, OH 45240

To: Richard L. Katz, escrow agent  
 441 Vine St.  
 Suite 4300  
 Cincinnati, OH 45202

To: John LeBold  
 77 Spruce Run Dr.  
 Brewster, MA, 02631

To: American Dance Theatre, Inc.  
 Attn: Joyce Amice, Exec. Director  
 15,000 Ventura Blvd. #340  
 Sherman Oaks, CA. 91401

## VII. WARRANTIES

A. LeBold hereby expressly warrants that:

1. He is the owner, free and clear of the entire Silver Screen Collection and has the absolute right to grant an option for the purchase of said collection, and to sell the entire collection;
2. That the Silver Screen Collection is free and clear of any liens, encumbrances, other options or claims of any kind whatsoever;
3. That there are no circumstances of any nature or kind that would prevent ownership of the entire Silver Screen Collection passing to a bona fide purchaser or that would prevent the physical transfer of the entire collection to the purchaser and that the condition of the collection at the time of closing will be the same as of the date of inspection by Toon Art.

## VIII. ENTIRE AGREEMENT AND MODIFICATION

A. This agreement contains the entire understanding of the parties and may not be amended or modified unless in writing and signed by all of the parties.

**IX. SEVERABILITY**

A. In the event one or more paragraphs of this agreement are found to be void or unenforceable for any reason whatsoever, it shall not void the remainder of the agreement which shall retain its full force and effectiveness.

**X. ASSIGNMENT**

A. This agreement shall be binding upon the parties, their heirs and assigns forever.

**XI. CONFIDENTIALITY**

A. Due to the nature of the sensitivity of the terms of this agreement and the names of the parties involved, this Agreement and the individual terms contained herein shall not be disclosed by either party to any other person, firm or entity of any nature for any purpose whatsoever. However, the parties may disclose information contained herein to their respective tax advisors and or attorneys.

IN WITNESS WHEREOF, the parties have executed this agreement on the date first above mentioned.

*John LeBold* 9/21/99  
John LeBold, Date

*Joyce Aimer* 9/21/99  
American Dance Theatre, Inc. Date  
By: Joyce Aimer  
Duly authorized representative for John LeBold

*Richard Abrahamson* 9/21/99  
Richard Abrahamson, Date  
President, Toon Art, Inc.

ADDENDUM

This Addendum to the Option Agreement between "LeBold", "ADT" and "Toon Art" is made this 28<sup>th</sup> day of September, 1999.

WHEREAS, the parties executed an Option Agreement on or about September 21, 1999 (Copy attached); and

WHEREAS, the parties mutually desire to extend the option period;

NOW THEREFORE, for valuable consideration extended from each of the parties to the other, the parties agree as follows:

1. Pursuant to paragraph 1(F), the exclusive option period granted in the agreement is extended to January 1, 2000.

In Witness hereof, the parties executed this Addendum on the date next to their respective names.

\_\_\_\_\_  
John R. LeBold Date

\_\_\_\_\_  
Americana Dance Theatre, Inc. Date  
By: Joyce Ainsie, duly authorized  
representative of John R. LeBold

\_\_\_\_\_  
Toon Art, Inc. Date  
By: Richard Abrahamson, President

## SECOND ADDENDUM

This Second Addendum to the Option Agreement between "LeBold", "AFT" and "Toon Art" is made this 19<sup>th</sup> day of December, 1999 and supersedes the Addendum made by the parties on September 28<sup>th</sup>, 1999.

WHEREAS, the parties executed an Option Agreement on or about September 21<sup>st</sup>, 1999 (Copy attached); and

WHEREAS, the parties have previously executed an Addendum extending the Option period to January 1, 2000. (Copy attached); and

WHEREAS, the parties mutually desire to further extend the Option period beyond January 1, 2000; and

WHEREAS, the parties agree that in addition to the valuable consideration previously provided to each other, the following shall occur:

A. "Toon Art" shall transfer Sixty Thousand (\$60,000.00) Dollars from the escrow account referenced in paragraph III, Option Price, of the Option Agreement to "LeBold". Said transfer shall occur by wire on December 13<sup>th</sup>, 1999. Forty Thousand (\$40,000.00) Dollars shall remain in the escrow account and shall become the "Option Price".

B. Upon receipt of the wire transfer, "Toon Art" shall acquire ownership and all legal rights to the six (6) garments currently owned and held by "LeBold" listed on the attached Exhibit "A", which is attached hereto and incorporated herein. "Toon Art" shall acquire actual possession of the garments by December 17<sup>th</sup>, 1999.

NOW THEREFORE, for valuable consideration extended from each of the parties to the other, the parties agree as follows:

- 1. Pursuant to paragraph 1(F), the exclusive Option period granted in the Option Agreement is extended to March 31<sup>st</sup>, 2000.
- 2. All other paragraphs and clauses of the Option Agreement not modified herein remain in full force and effect.

In Witness Whereof, the parties have executed this Second Addendum on the date next to their respective names.

\_\_\_\_\_  
John R. LeBold Date

American Dance Theatre, Inc.

\_\_\_\_\_  
By: Joyce Aimee, duly authorized Date  
Representative of John R. LeBold

Tom Ari, Inc.

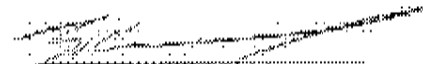
\_\_\_\_\_  
By: Richard Abrahamson, President Date

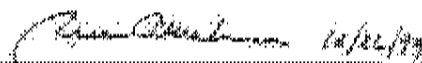
- a. In the event the Collection sells for more than \$8,500,000.00 then the gross sales proceeds in excess of \$8,500,000 will be disbursed in the following manner: seventy-five (75%) per cent to Auctionfun and twenty-five (25%) to Toon.
  - b. In the event the Collection sells for \$8,500,000.00 or less (less only with the written authority of Toon) then Toon may, in its sole discretion and depending upon the actual purchase price, pay auctionfun for its services rendered with the amount to be determined by Toon, in its sole discretion.
6. Toon shall be responsible for providing delivery of the Collection to any purchaser.
  7. Toon shall provide to Auctionfun materials so that Auctionfun may market and advertise the Collection for sale.
  8. At all times during the term of this Agreement, Auctionfun shall make their books and records available to Toon, as it relates to the sale of the Collection.
  9. This writing contains the entire understanding of the parties and may be modified only upon the written agreement of the parties.
  10. This Agreement shall be binding upon the parties, their heirs, successors and assigns forever. Notwithstanding the prior sentence Auctionfun may only assign its rights and responsibilities under this Agreement with the consent of Toon.
  11. Any dispute with regard to the terms of this agreement or arising from an interpretation of this Agreement shall be resolved under the then prevailing rules of the American Arbitration Association and shall be binding upon the parties. The locale of the American Arbitration Association shall be decided by the parties. If they cannot agree then it shall be decided by a coin flip.

IN WITNESS WHEREOF, the parties have signed their names to this Agreement on the date next to their respective names.

Auctionfun.com, Inc.

Toon Art, Inc.

  
By: Ty Kautson Date

  
By: Richard Abrahamson Date



581 Northland Blvd.  
Cincinnati, OH 45240

January 13, 2012

Richard Abrahamson, M.D.  
1204 Red Roan Dr.  
Loveland, Ohio 45140

**RE: Assignment relating to company business with John LeBold**

Dear Dr. Abrahamson:

Please be advised that on behalf of the company's Board of Directors, Toon Art, Inc. has assigned to you any and all causes of action against John Lebold and related entities involved in the sale of Spurious Costumes in 1999.

Sincerely,

Sharon Frey  
Secretary  
SF/tw

T/ 513-881-2357

F/ 513-851-2391

e-mail/ [toonart@toonartinc.com](mailto:toonart@toonartinc.com)

[www.toonartinc.com](http://www.toonartinc.com)

Exhibit B