

located at 16801 Addison Road, Suite 300, Addison, Dallas County, Texas 75001. Plaintiff is acting herein in its own capacity and is represented by corporate counsel.

2. Defendant Guenther Than is a resident of the State of Maryland. Said Defendant may be served with process by leaving copies at Defendant's dwelling with a person of suitable age and discretion who resides at the same address. Defendant's address is as follows: 22454 Hillcrest Circle, Golden, CO 80401.

3. Defendant Michael Woodford is a resident of the State of Colorado. Said Defendant may be served with process by leaving copies at Defendant's principal place of business. Defendant's address is as follows: 3227 North 61st Street, Boulder, Colorado 80301. His electronic mail address is mjwoodford8@msn.com.

4. Defendant Linda Than is a resident of the State of Maryland. Said Defendant may be served with process by leaving copies at Defendant's dwelling with a person of suitable age and discretion who resides at the same address. Defendant's address is as follows: 22454 Hillcrest Circle, Golden, CO 80401.

5. Defendant Tom Pierson is a resident of the State of Florida. Said Defendant may be served with process by leaving copies at Defendant's place of business. Defendant's address is as follows: MBA Investors, Ltd., 2501 E. Commercial Boulevard, Suite 212, Ft. Lauderdale, Florida 33308.

6. Defendant Lloyd Vickers is a resident of the State of Arizona. Said Defendant may be served with process by leaving copies at Defendant's dwelling with a person of suitable age and discretion who resides at the same address. Defendant's address is as follows: 155 N. Rosemont

Blvd., #201, Tucson, Arizona 85711.

7. Defendant Skipper Kelp is a resident of the State of Nevada. Said Defendant may be served with process by leaving copies at Defendant's dwelling with a person of suitable age and discretion who resides at the same address. Defendant's address is as follows: 3071 S. Valley View, Las Vegas, Nevada 89102.

8. Defendant Frank Morelli is a resident of the State of Colorado. Said Defendant may be served with process by leaving copies at Defendant's dwelling with a person of suitable age and discretion who resides at the same address. Defendant's address is as follows: 412 Loma Drive, Florence, Colorado 81226.

9. Defendant Barbara Morreli is a resident of the State of Colorado. Said Defendant may be served with process by leaving copies at Defendant's dwelling with a person of suitable age and discretion who resides at the same address. Defendant's address is as follows: 412 Loma Drive, Florence, Colorado 81226.

10. Defendant Dominic Martinez is a resident of the State of Colorado. Said Defendant may be served with process by leaving copies at Defendant's dwelling with a person of suitable age and discretion who resides at the same address. Defendant's address is as follows: 412 Loma Drive, Florence, Colorado 81226.

11. Defendant Daniel Starczewski is a resident of the State of North Carolina. Said Defendant may be served with process by leaving copies at the Defendant's place of business located at Star Consulting, 932 Burke Street, Winston-Salem, North Carolina 27101.

12. Defendant Joe Overcash is a resident of the State of North Carolina. Said Defendant

may be served with process by leaving copies at Defendant's place of business. Defendant's address is as follows: 1020 Brookstown Avenue, Suite 30, Winston-Salem, North Carolina 27101.

JURISDICTION

13. The action arises under 28 U.S.C. §1332(a)(3), the Lanham Act §43(a), 15 U.S.C. §1125(a), Anti-Dilution Act, § 16.29 et al of the Texas Business and Commerce Act, and the laws of the State of Texas. as hereinafter more fully appears.

14. This Court has supplemental jurisdiction over state law claims discussed below under 28 U.S.C. Section 1367(a) because they arise out of the same case or controversy.

NATURE OF ACTION

15. This is an action for injunctive relief and damages due to the tortious, intentionally malicious, and negligent acts of the Defendants to defraud the Plaintiff and its shareholders; interfere with business contracts and relationships; unfairly compete; dilute distinctiveness of Plaintiff's mark; negligence; and breach of fiduciary duty.

CONDITIONS PRECEDENT

16. All conditions precedent to jurisdiction have occurred or been complied with. Plaintiff has made numerous demands for the Defendants to compile and transfer all of the books and records, legal and corporate documents, and any such other materials or documents as required by law to provide an accurate corporate history of the Plaintiff; and return all assets and settle all

liabilities of the Plaintiff.

FACTS

17. On or about January 6, 1994, Articles of Incorporation were filed with the Colorado Secretary of State Office (hereinafter “SOS”) forming a domestic public corporation named View Technologies, Inc. (hereinafter referred to as “View Tech”); Guenther Than was the Chief Executive Officer, President, Secretary, and Chairman of the Board of Directors. Linda Than was either an officer or director of the corporation, and Michael Woodford was Corporate Counsel. View Tech was a technology company specializing in mobile wireless emergency-medical communications.

18. On October 2, 2006, Articles of Amendment were filed with the Colorado SOS changing the name of the corporation from View Tech to Geoscopics, Inc. On September 8, 2006, Articles of Amendment were filed with the Colorado SOS changing the name of the corporation from Geoscopics, Inc. to Geoscopix, Inc. (hereinafter referred to “Geoscopix”); Guenther Than remained as President and Chief Executive Officer, Linda Than as an officer, and Michael Woodford was the Secretary, Corporate Counsel, and Registered Agent. Geoscopix remained a technology company specializing in mobile wireless emergency-medical communications, and it had several assets, among them were the exclusive world-wide rights to sell, develop, and manufacture an accident investigation tool patented by the University of Florida known as The Gator, a vehicle, and an integrated GPS stereo camera products line known as GPS Stereoscopic.

19. On January 28, 2008, Articles of Amendment were filed with the Colorado SOS changing the name from Geoscopix to The Fight Zone, Inc. (hereinafter referred to “TFZI”); Lloyd Vickers was appointed President, Defendants Skipper Kelp and Dominic Martinez were officers

and/or directors; and Defendants Frank and Barbara Morelli are consultants and/or members of the Board of Directors.

20. Plaintiff, as a public company, is a subscriber to Pink Sheets Issuer Services and traded in the OTC: Pink Sheets so that the general public could buy and sell its common stock; Plaintiff is considered a “Penny Stock” that is traded on Pink Sheets under the symbol “TFZI”. Plaintiff’s business activities are governed by the Securities and Exchange Commission and all applicable state and federal securities laws, rules, and regulations, including those of the Federal Industry Regulatory Agency (hereinafter referred to as “FINRA”) which largest independent securities regulator in the United States. The Plaintiff’s officers and directors are bound by law to keep complete and accurate books and records of the corporation, including a corporate history that contained appointments, acceptances, resignations, and terminations for all members of the Board of Directors and officers of the company. The corporation is required to provide disclosure statements, financial reports, quarterly and annual reports, auditor’s reports, and various other documents for filing with Colorado SOS, the Securities and Exchange Commission and FINRA.

19. Defendants Guenther Than, Linda Than, and Michael Woodford, during the term of their employment as officers and directors of the Plaintiff when it was known as View Tech, formed a completely separate business entity also named View Technologies, Inc., a private Nevada corporation, which the Defendants later amended the name to View Systems, Inc. (hereinafter referred to “VSI”). On July 25, 2003, a Florida corporation, Beneficial Investment Group, Inc., merged with VSI, and the merged business entity retained the name View Systems, Inc. Defendant Guenther Than assumed the position as Chief Executive Officer, Defendant Michael Woodford was

Corporate Counsel and Secretary, and Defendant Linda Than was an officer of VSI. The Defendants, as officers and directors of VSI, engaged in the same business practices, with an identical scope of work, utilizing the same business location, assets and furnishings, contacts and relationships, and operated within the same technology field, namely security and surveillance, offering deceptively similar products and services.

20. Defendants Frank Morelli, Barbara Morelli, Dan Starczewski, Joe Overcash, and Tom Pierson operate an investment group to work with businesses and securities firms, and to broker deals for potential investors with public and private companies. Defendant Frank Morelli is the head of the group and negotiates the deals; Defendant Barbara Morelli assists Frank Morelli; Defendant Tom Pierson is an attorney who is responsible for completion of legal documents and transactions; Defendant Dan Starczewski is a Certified Public Account who performs investor relations tasks, issuances of press releases, liquidates free trading stock, and processes debt conversions; and Defendant Joe Overcash is the stock trader. The Defendants, as a group, facilitated a share exchange agreement between the Plaintiff, then known as TFZI, and a private company known as Gold Recycle Corporation (the private company shall hereinafter be referred to as “GRC” to distinguish it from the Plaintiff). On February 24, 2009, the officers, directors, and a majority of the GRC shareholders executed a Share Exchange Agreement (hereinafter referred to as “The Agreement”) with the public corporation TFZI (Plaintiff), whereby the private corporation GRC exchanged shares with TFZI, effectively merging the two companies, and the public corporation’s name was changed from TFZI to Gold Recycle Corporation. The control and management of the corporation was transferred to the officers and directors of GRC and the principle place of business was moved to

Addison, Texas. The former TFZI officers and directors were to resign their positions; perform all tasks necessary for a smooth transition of the corporation; and deliver all of the corporate books and records, shares of stock, corporate seal, financial statements and accountings, bank accounts, legal and corporate documents and files, and all other documents and materials required to operate a public company. The investment group, comprised of Defendants Frank Morelli, Barbara Morelli, Dan Starczewski, Joe Overcash, and Tom Pierson, facilitated the transaction. These Defendants made oral and written representations during negotiations that were formalized in The Agreement, namely that the Plaintiff did not have any assets or liabilities, and that the corporate books, records, documents, and formalities of TFZI were in order. The GRC officers, directors, and shareholders relied on the representations when they executed The Agreement and closed on the business. In 2009, Defendant Michael Woodford filed Articles of Amendment to change the name of the Plaintiff to Gold Recycle Corporation, and a Statement of Change, changing the address for the principal place of business to 16801 Addison Road, Suite 310, Addison, Texas 75001. As per The Agreement, the officers and directors of TFZI were to resign their positions within the corporation and transfer control of the corporation, as well as all of the corporate books, records, financial documents, stock, assets, and any other documentation, to GRC.

21. Plaintiff has made several demands for corporate books, records, financials, and various other corporate documents. On or about August 10, 2009, Defendants Guenther Than and Tom Pierson sent various corporate books, records, financials, and other documentation to Plaintiff. However, the corporate history, books, records, and financials were incomplete. All of the corporate books, records, financials, and documentation for the years 1994, 1995, 1998, 1999, 2001, 2002,

2003, 2004, 2007, and 2008 are missing. Also missing is a complete Board of Directors and officers history and documentation including specifically the resolutions for the acceptance and resignation of directors and officers for the corporation since its incorporation in 1994. On or about March 15, 2010, counsel for the Plaintiff sent a letter demanding that the Defendants compile and forward a complete corporate and financial history for the Plaintiff but no further documents, books, or records were received by the Plaintiff.

21. In October of 2009, Plaintiff developed a new business plan which included filing applications with FINRA to change the name of the corporation to GRC and effectuate a reverse split of its common stock. Although Plaintiff was able to change its name with the Colorado SOS, without a complete corporate history, FINRA has refused to grant the Plaintiff's requests. FINRA rules require that the Plaintiff provide accurate records reflecting the appointment, acceptance, resignation, and termination of each member of the Plaintiff's Board of Directors and officers since its inception in 1994. Defendants have failed to provide the Plaintiff with these documents despite numerous requests. Without the proper documentation, FINRA will not grant the Plaintiff permission to change its name or complete the reverse split of its common stock.

22. When the new directors of the Plaintiff acquired control of the corporation, they structured a solid business plan and profile detailing the direction in which they planned to move the business. After much research, consultations with leaders in many industries, and hard work, the directors began to implement their plans. Plaintiff was successful in attracting investors and building business relationships. However, without a complete corporate history, including financial documentation and resolutions of the Board of Directors, the Plaintiff has been unable to implement

its business plan and it lost its investors and business relationships were damaged. Without investors, Plaintiff does not have sufficient capital to implement the business plan. Understanding the need to maintain transparency with its shareholders, Plaintiff issued several press releases regarding the new direction and business plan, the goals, and plan of action. However, the Plaintiff quickly ran into major stumbling blocks with FINRA because the corporate books and records were incomplete. Plaintiff made numerous phone calls, and sent electronic mail and letters to the Defendants demanding that they comply with The Agreement and forward all of the missing materials to the Plaintiff immediately. Several months later, Defendants Guenther Than and Tom Pierson sent one box of books and records but it was incomplete. Massive amounts of data and records were missing. Plaintiff again made calls and sent written demands for the missing corporate items, all to no avail. Defendants have completely refused to forward any further documents, books, records, or materials. As a result, Plaintiff has been unable to implement its business plan, which has damaged the corporation and its officers, directors and shareholders.

23. Shareholders of the Plaintiff have become angry and disillusioned. Many have sent letters and emails to the Plaintiff accusing its officers and directors of misconduct and malfeasance. Shareholders have stated that the Plaintiff's officers and directors are crooks because they have not fulfilled the goals and actions outlined in the press releases. Investor websites such as InvestorsHub are full of acrimonious comments made by shareholders disparaging Plaintiff's officers and directors. Shareholders are selling their stock which has caused the price per share to diminish. The Plaintiff has suffered severe damage that may take years to recover from, damage to its reputation and good will, and business relationships with companies, creditors, and investors. Its officers and directors

have had their personal and professional reputations and business relationships severely damaged by disgusted and angry shareholders. Plaintiff and its officers and directors have lost the public's respect and good will due to the actions of the Defendants.

24. Plaintiff is unable to implement the new business plan because the Defendants have not provided all of the appropriate documentation and items that are required in the normal course of doing business. A company must keep complete and accurate records; without them, a company cannot properly conduct business. However, a *public* corporation has stricter legal requirements that must be adhered to; chief among them is the duty to maintain corporate books, records, and financials. The Defendants' actions, or lack thereof, have managed to prevent Plaintiff from moving forward with its business plan. Plaintiff's status with the Colorado SOS and FINRA is now non-compliant because Defendants have refused to provide complete and accurate documentation. Plaintiff is unable to move forward to raise the capital necessary for its business plans due to the incomplete corporate history.

25. As part of its business plan, Plaintiff executed written contracts with several companies such as the Q Group and Sheffield Resource Network for the purposes of conducting a multilevel marketing of its product with profits expected to be in excess of One Hundred Million Dollars (\$100,000,000). Plaintiff gave Sheffield Resource Network a deposit of Twenty Thousand Dollars (\$20,000) to develop an employment compensation plan which was to be the basis of the multilevel marketing plan. Since Plaintiff was unable to effectuate the reverse split and FINRA name change, it lost its deposit, all expected future profits, and the investors and consultants terminated their business relationships with the Plaintiff. It took the Plaintiff six months of delicate

negotiations to establish a solid business relationship with Q Group and Sheffield Resource Network. These two companies are leaders in their field and very selective as to their clientele. Plaintiff, Q Group, and Sheffield Resource Network were poised to begin the next step in the process to expand Plaintiff's business but when FINRA prohibited Plaintiff from changing its name and effectuating the reverse split, the Q Group and Sheffield Resource Network severed our relationship. Not only did the Plaintiff lose the deposit, but the business opportunity and millions of dollars in profits were lost, business relationships were damaged, and the contracts were breached by the Plaintiff through no fault of its own.

26. Although the Plaintiff made numerous demands for the complete corporate history, books, records, and materials, Defendants intentionally withheld the documentation. Plaintiff was left with absolute no doubt that the documentation was withheld deliberately when several Defendants demanded additional stock, monetary compensation, and employment to comply with the demands. Plaintiff had no other alternative than to investigate the Defendants and file suit for relief.

27. Plaintiff was able to discover that Defendants Guenther Than, Linda Than, and Michael Woodford hired Davis, Sita & Company, P.A. to audit the Geoscopix balance sheet as of June 30, 2007, and the related statements of income, retained earnings, and cash flow for the same time period. However, Defendants failed to pay Davis, Sita & Company, P.A. for said audit, which caused in Davis, Sita & Company, P.A. to retain the financial information provided by the Defendants and its completed audit. Defendants did not take any action to remedy the situation, to obtain the audit and books and records, and thus were unable to provide the Plaintiff with a complete

corporate and financial history once The Agreement was consummated.

28. Plaintiff's investigations revealed that Defendants Guenther Than, Linda Than, and Michael Woodford organized another company, known as VSI, and are conducting business as if the Plaintiff was still under their control. Although The Agreement specified that the Plaintiff did not have any assets, the Plaintiff's new directors were able to obtain documentation that disputed that statement and showed that the Plaintiff when it was known as View Tech owned numerous assets. According to the Plaintiff's (View Tech) December 31, 2000, Balance Sheet, total assets owned by the Plaintiff amounted to Nine Hundred Eleven Thousand Nine Hundred Seventy Four Dollars and Fifty-Three Cents (\$911,974.53) and included furniture, fixtures, vehicle, hardware, applications software, software tools, research, software development, tool development, and a loan to shareholder. None of the assets were turned over to the new directors of the Plaintiff and there was no explanation, reasonable or otherwise, to account for the loss of the assets. These Defendants are conducting business in exactly the same manner as they conducted the business activities of the Plaintiff when it was View Tech, and as such, they have caused confusion in the marketplace as to the origins of View Tech and VSI and have blatantly misappropriated the business relationships, assets, and reputation of the Plaintiff. Shareholder Equity and Plaintiff's corporate good will were severely damaged; the business relationships and reputations of the new directors, Steven Humphries and John Buckeye Epstein, were also irreparably harmed which compounded the injuries sustained by the Plaintiff.

29. Plaintiff was able to discover that on February 11, 2004, Defendant Guenther Than, along with Defendants Linda Than and Michael Woodford, filed Articles of Incorporation with the

Nevada SOS to form a private Nevada corporation known as Geoscopix, Inc. for the purpose of conducting business in exactly the same manner as the Defendants conducted the Plaintiff's business activities when the Plaintiff was known as Geoscopix. Defendants Guenther Than, Linda Than, and Michael Woodford formed the Nevada corporation and illegally transferred assets of the Plaintiff (Colorado Geoscopix corporation) to the Nevada Geoscopix corporation. The Plaintiff's new directors were specifically told that the Plaintiff had neither assets nor liabilities and The Agreement contained the statement that there were no assets or liabilities of the corporation. Defendants converted the Plaintiff's assets for their use in the Nevada Geoscopix corporation. Those assets rightfully belonged to the Plaintiff and should have remained with the Plaintiff when control of the corporation was transferred to the new directors.

30. Plaintiff discovered that Defendants Frank Morelli, Barbara Morelli, Skipper Kelp, and Dominic Martinez formed a limited liability company known as The Fight Zone and are conducting business as if Plaintiff is still under their control. According to a Wells Fargo bank statement dated June 30, 2008, the Plaintiff (when it was TFZI) had an operating account with a balance of Thirty-Three Thousand Six Hundred Fifty Eight Dollars and Ninety One Cents (\$33,658.91), and a payroll account with Three Hundred Ninety Six Dollars Seventy Seven Cents (\$396.77). When the new directors assumed responsibility for the Plaintiff, the money was not transferred and an explanation, reasonable or otherwise, was not given for the missing funds. Defendants have deliberately and knowingly retained the website located at www.thefightzone.com instead of transferring the domain name and website to Plaintiff in the spirit of The Agreement. Defendants illegally transferred the Plaintiff's assets to The Fight Zone, LLC. Among those assets

are a completely furnished gym for mixed martial arts combatants including a boxing ring, various mixed martial arts items, domain name, and website. Those assets rightfully belong to the Plaintiff and should have remained with the Plaintiff when control of the corporation was transferred to the new directors. Defendants are conducting business in exactly the same manner as they conducted the business activities of the Plaintiff when it was TFZI. They have caused confusion in the marketplace as to the origin of their services by choosing the exact same name and providing the exact same services that the Plaintiff did while under the Defendants' control.

31. Plaintiff has also discovered that the Defendants have knowingly, intentionally, voluntarily, and with willful disregard, withheld the corporate books, records, financials, history, and various other documents. Several Defendants have stated that they would be willing to assist the Plaintiff in obtaining the missing information for a price. Defendant Michael Woodford demanded that he be retained as corporate counsel in exchange for his cooperation. Defendants Frank Morelli, Barbara Morelli, Dan Starczewski, Joe Overcash, Tom Pierson, and Michael Woodford have requested additional stock for their assistance. Defendants also purposefully intended to influence or engineer media coverage through press releases and investors' boards online on such websites as InvestorsHub, and Market Wire to raise the price per share of the Plaintiff's stock and then sell the stock at the inflated value for their personal monetary gain.

32. Further, Plaintiff discovered that Defendants Frank Morelli, Barbara Morelli, Dan Starczewski, Joe Overcash, Tom Pierson, and Michael Woodford have, as a group, engaged in similar conduct on other occasions. On this occasion, their purpose was to frustrate and hinder the Plaintiff's new directors to the extent that they would agree to transfer control of the corporation

back to the Defendants which would allow them to regain the company and retain the stock that was given to them pursuant to The Agreement.

33. Plaintiff also discovered that Defendant Tom Pierson has a judgment against Plaintiff in the amount of Five Million Two Hundred Thirty-Eight Thousand One Hundred Ninety-Five Dollars (\$5,238,195) from the Circuit Court of the Seventeenth Judicial Circuit, in and for Broward County, Florida, case number CACE 07-10658 (02). The judgment was rendered through a default because Defendant Guenther Than did not answer or appear. Plaintiff believes it was a frivolous lawsuit filed with the intent to obtain a judgment against the Plaintiff and then to sell the judgment for a cash settlement. Regardless, the judgment was not disclosed to the new directors of the Plaintiff and if the new directors had known of the judgment, they would not have entered into The Agreement with the Defendants.

RESPONDEAT SUPERIOR AND RATIFICATION

34. Whenever in this complaint it is alleged that the Defendants did any act or thing, it is meant that the Defendants' officers, agents, servants, employees or representatives did such act and/or that at that time such act was done, it was done with the full authorization or ratification of the Defendants or was done in the normal and routine course and scope of employment of Defendants' officers, agents, servants, employees, or representatives.

FRAUD BY GUENTHER THAN, LINDA THAN, AND MICHAEL WOODFORD

35. Plaintiff restates the allegations contained in Paragraphs 1 through 33.

36. Defendants Guenther Than, Linda Than, and Michael Woodford made false material representations to Plaintiff with the intent that Plaintiff rely upon the representations. Defendants knew the representations were false or made the representations recklessly, as a positive assertion, without knowledge of the truth of the statement. Plaintiff relied upon the representations which caused Plaintiff injury. Defendants intentionally, knowingly, voluntarily, and with malice misrepresented that the Plaintiff was given all books, and records of the Plaintiff, that the business and control of the Plaintiff was fully transferred to the new corporate directors, and that the Plaintiff did not have any liabilities or assets. Further, Defendants converted property of the Plaintiff for their own professional use; organized and operated businesses titled Geoscopix and View Technologies, the former names of the Plaintiff, and used said property. Plaintiff suffered damages for which Plaintiff herein sues.

37. Additionally, Defendant Michael Woodford is a licensed attorney who acted as corporate counsel for the Plaintiff, and he knew that he had a fiduciary responsibility to accurately, honestly, and completely disclose all material facts about the Plaintiff and its books, records, financials, and legal obligations to the new directors of the corporation prior to the execution of The Agreement.

FRAUD BY TOM PIERSON, LLOYD VICKERS, AND JOE OVERCASH

38. Plaintiff restates the allegations contained in Paragraphs 1 through 36.

39. Defendants made false material representations to Plaintiff with the intent that Plaintiff rely upon the representations. Defendants knew the representations were false or made the

representations recklessly, as a positive assertion, without knowledge of the truth of the statement. Plaintiff relied upon the representations which caused Plaintiff injury. Defendant intentionally, knowingly, voluntarily, and with malice misrepresented that the Plaintiff was given all books, and records of the Plaintiff, that the business and control of the Plaintiff was fully transferred to the new corporate directors, and that the Plaintiff did not have any liabilities or assets. Plaintiff suffered damages for which Plaintiff herein sues.

**FRAUD BY SKIPPER KELP, FRANK MORELLI,
BARBARA MORELLI, AND DOMINIC MARTINEZ**

40. Plaintiff restates the allegations contained in Paragraphs 1 through 38.

41. Defendants made a false material representation and omitted material facts to Plaintiff with the intent that Plaintiff rely upon the representation. Defendants knew the representation was false or made the representation recklessly, as a positive assertion, without knowledge of the truth of the statement, and deliberately withheld material facts from the Plaintiff. Plaintiff relied upon the representation and was unaware of the omissions which caused Plaintiff injury. Defendants intentionally, knowingly, voluntarily, and with malice misrepresented that the Plaintiff was given all books, and records of the Plaintiff, that the business and control of the Plaintiff was fully transferred to the new corporate directors, and that the Plaintiff did not have any liabilities or assets. Defendants further converted property of the Plaintiff for their own professional use; organized and operated a business titled The Fight Zone, the former name of the Plaintiff, and used said property. Plaintiff suffered damages for which Plaintiff herein sues.

NEGLIGENCE BY MICHAEL WOODFORD

42. Plaintiff restates the allegations contained in Paragraphs 1 through 40.

43. Defendant Michael Woodford owed a legal duty of care to the Plaintiff to perform his duties as corporate counsel in an accurate and timely manner, and to verify that the corporation abided by all applicable laws. Defendant breached this duty which proximately caused injury to Plaintiff. Defendant negligently failed to maintain an accurate corporate history thereby preventing directors of the Plaintiff from performing certain actions and conducting business. Plaintiff lost business profits and opportunities, and business relationships were destroyed. Plaintiff seeks all available damages for injuries caused by Defendant's negligence.

**NEGLIGENCE BY GUENTHER THAN, LINDA THAN, TOM PIERSON, LLOYD
VICKERS, SKIPPER KELP, DOMINIC MARTINEZ, FRANK MORELLI, BARBARA
MORELLI, DANIEL STARCZEWSKI, AND JOE OVERCASH**

44. Plaintiff restates the allegations contained in Paragraphs 1 through 42.

45. Defendants owed a legal duty of care to the Plaintiff to perform their corporate duties and responsibilities in an accurate and timely manner, and to verify that the corporation and all applicable corporate formalities abided by and/or met all applicable laws. Defendant breached this duty by not keeping accurate and timely records for View Technologies, Geoscopix, and The Fight Zone. This breach proximately caused injury to Plaintiff. Defendants negligently failed to maintain an accurate corporate history thereby preventing directors of the Plaintiff from performing certain

actions and conducting business. Additionally, Defendants hired Davis, Sita & Company, P.A. to audit the Geoscopix balance sheet as of June 30, 2007, and the related statements of income, retained earnings, and cash flow for the same time period. However, Defendants negligently failed to pay Davis, Sita & Company, P.A. for said audit, which caused in Davis, Sita & Company, P.A. to retain the financial information provided by the Defendants and its completed audit. Defendants refused to pay the auditor, and as a result, the auditor kept the completed audit and the books and records of the Geoscopix. Defendants did not take any action to remedy the situation, to obtain the audit and books and records, and thus were unable to provide the Plaintiff with a complete corporate and financial history once The Agreement was consummated. Defendants breached the contract with the auditors, then negligently failed to cure said breach, which in turn caused them to breach The Agreement that they signed with the new corporate directors of the Plaintiff. Furthermore, the Defendants deliberately entered into the Agreement with the new directors of the Plaintiff, knowing that they were, and would continue to be, in breach of the Agreement, and they intentionally failed to inform the new directors of the breach prior to execution of the Agreement. The Defendants negligently failed to take appropriate actions required to regain possession of their corporate and financial documents and the completed audit; without a complete corporate and financial history of the company, Plaintiff was and still is unable to operate as a business, and has lost profits and business opportunities, and Plaintiff's business relationships with third parties were destroyed. Plaintiff seeks all available damages for injuries caused by Defendant's negligence.

TORTIOUS INTERFERENCE WITH CONTRACT BY GUENTHER THAN, LINDA THAN, MICHAEL WOODFORD, TOM PIERSON, LLOYD VICKERS, SKIPPER KELP,

DOMINIC MARTINEZ, FRANK MORELLI, BARBARA MORELLI, DANIEL STARCZEWSKI, AND JOE OVERCASH

46. Plaintiff restates the allegations contained in Paragraphs 1 through 44.

47. Plaintiff alleges that there was a contract or contractual relationship between Plaintiff and The Fight Zone, Plaintiff and Q Group, Plaintiff and Sheffield Resource Network that was subject to interference. Defendant was unable or unwilling to provide a complete corporate history to the new directors of the Plaintiff. Additionally, Defendants attempted to extort the new directors of the Plaintiff demanding additional shares of corporate stock to provide additional corporate documents, and Defendant Michael Woodford demanded a position as corporate counsel. Plaintiff refused to comply with the demands and the Defendants deliberately omitted material corporate documents and records. Such actions interfered with Plaintiff's attempts to do a reverse merger and name change of the corporation with FINRA. Additionally, Plaintiff had business opportunities with Q Group and Sheffield Resource Network that were estimated to net a profit in excess of \$100,000,000 but the lack of corporate history prevented the contract to consummate. Plaintiff lost \$20,000 down payment it tendered to Michael Sheffield and Sheffield Resource Network as a result. Plaintiff alleges that Defendants willfully and intentionally interfered with these contracts and such interference was the proximate cause of Plaintiff's damages for which Plaintiff herein sues.

COMMON LAW UNFAIR COMPETITION AND PASING OFF

BY GUENTHER THAN, LINDA THAN, AND MICHAEL WOODFORD

48. Plaintiff restates the allegations contained in Paragraphs 1 through 46.

49. The foregoing acts, practices and conduct of Defendants constitute unfair competition under common law and Passing Off under federal law, and are likely to confuse and mislead the public into believing that Defendants are associated with or has any rights relating to “Geoscopix”, and “View Technologies”, and have in fact caused such confusion, thereby diverting business and business opportunities away from Plaintiff, or otherwise benefiting Defendants from the goodwill and reputation associated with the common law trademark rights and intellectual property rights for “Geoscopix”, and “View Technologies”.

50. Defendants have no rights to the trademark, trade dress, trade names, and formatting associated with Plaintiff’s intellectual property rights as discussed above, and by his actions is engaging in theft and conversion of valuable rights belonging exclusively to Plaintiff.

51. During the course of their illegal scheme, Defendants have acted in a manner calculated to convince existing and prospective customers, performers, contracting parties of Plaintiff, and have succeeded in destroying and interfering with existing and prospective business relations of Plaintiff.

52. Plaintiff has no adequate remedy at law because its trademark, logo, and mark is unique and represents to the public the identity, reputation and goodwill of Plaintiff and entire method of doing business, with unique and valuable goodwill associated with its trademark and copyright rights. If Defendants are allowed to dilute, interfere with, and appropriate, the intellectual property of Plaintiff, Plaintiff will suffer irreparable loss and injury, such that damages alone could not fully compensate Plaintiff. It is essential that injunctive relief be awarded without awaiting the

setting of a hearing, because the actions of Defendants are ongoing, and are causing severe damages through their infringement of Plaintiff's rights.

53. Plaintiff therefore demands entry of a temporary restraining order, restraining and enjoining Defendants, their agents, representatives, employees, contractors, attorneys, officers, directors, shareholders, partners, affiliates, associates, co-conspirators, and all others acting in concert with them or aiding and abetting them, of and from representing that they have any ownership rights in or to the names "Geoscopix", and "View Technologies", or the trade dress, or other aspects of the business of Geoscopix and View Technologies, from filing, prosecuting, continuing, or pursuing any trademark applications relating to the trade names, from incorporating or causing to be formed any entity utilizing any combination of the terms "Geoscopix", or "View Technologies", or any deceptively similar names, from representing to anyone that they are affiliated with or allowed to conduct business utilizing the names "Geoscopix", or "View Technologies" or the trade dress, or other aspects of the business of Geoscopix, and View Technologies, or disparaging the business or trade names of Plaintiff, pending further Order of this Court, or from using the name "Geoscopix", or "View Technologies", or any confusingly similar designation, alone or in combination with any other words or designs, as a trademark, trade name or commercial symbol, or to market, advertise or identify Defendants' related products or services, using a mark similar to the Geoscopix and View Technologies trademark and logo, causing likelihood of confusion or injury to the business reputation or the goodwill and trade identity of The Fight Zone, Inc., passing off any product or service as a product or service of Plaintiff, causing likelihood of confusion or of misunderstanding as to the source or sponsorship of any product or service, causing

likelihood of confusion or of misunderstanding as to Defendants' affiliation, connection or association with Plaintiff, diluting the distinctiveness of the Geoscopix and View Technologies mark, unfairly competing with Plaintiff in any manner, diverting any corporate opportunities of Plaintiff, interfering with any existing or prospective customers or business relationships of Plaintiff, and otherwise infringing upon Plaintiff's distinctive registered logo and mark, or using any confusingly similar designation.

54. Plaintiff therefore demands entry of a permanent injunction, restraining and enjoining Defendants, their agents, representatives, employees, contractors, attorneys, officers, directors, shareholders, partners, affiliates, associates, co-conspirators, and all others acting in concert with them or aiding and abetting them, of and from representing that they have any ownership rights in or to the names "Geoscopix", and "View Technologies", or the trade dress, or other aspects of the business of Geoscopix and View Technologies, from filing, prosecuting, continuing, or pursuing any trademark applications relating to the trade names, from incorporating or causing to be formed any entity utilizing any combination of the terms "Geoscopix", or "View Technologies", or any deceptively similar names, from representing to anyone that they are affiliated with or allowed to conduct business utilizing the names "Geoscopix", or "View Technologies" or the trade dress, or other aspects of the business of Geoscopix, and View Technologies, or disparaging the business or trade names of Plaintiff, pending further Order of this Court, or from using the name "Geoscopix", or "View Technologies", or any confusingly similar designation, alone or in combination with any other words or designs, as a trademark, trade name or commercial symbol, or to market, advertise or

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identify Defendants' related products or services, using a mark similar to the Geoscopix and View Technologies trademark and logo, causing likelihood of confusion or injury to the business reputation or the goodwill and trade identity of Geoscopix and View Technologies, passing off any product or service as a product or service of Plaintiff, causing likelihood of confusion or of misunderstanding as to the source or sponsorship of any product or service, causing likelihood of confusion or of misunderstanding as to Defendants' affiliation, connection or association with Plaintiff, diluting the distinctiveness of the Geoscopix and View Technologies mark, unfairly competing with Plaintiff in any manner, diverting any corporate opportunities of Plaintiff, interfering with any existing or prospective customers or business relationships of Plaintiff, and otherwise infringing upon Plaintiff's distinctive registered logo and mark, or using any confusingly similar designation.

**COMMON LAW UNFAIR COMPETITION AND PASING OFF BY
FRANK MORELLI, BARBARA MORELLI, SKIPPER KELP,
AND DOMINIC MARTINEZ**

55. Plaintiff restates the allegations contained in Paragraphs 1 through 53.

56. The foregoing acts, practices and conduct of Defendants constitute unfair competition under common law and Passing Off under federal law, and are likely to confuse and mislead the public into believing that Defendants are associated with or have any rights relating to "The Fight Zone", and have in fact caused such confusion, thereby diverting business and business opportunities

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away from Plaintiff, or otherwise benefiting Defendants from the goodwill and reputation associated with the common law trademark rights and intellectual property rights for “The Fight Zone”.

57. Defendants have no rights to the trademark, trade dress, trade names, and formatting associated with Plaintiff’s intellectual property rights as discussed above, and by their actions are engaging in theft and conversion of valuable rights belonging exclusively to Plaintiff.

58. During the course of the illegal scheme, Defendants have acted in a manner calculated to convince existing and prospective customers, performers, contracting parties of Plaintiff, and have succeeded in destroying and interfering with existing and prospective business relations of Plaintiff.

59. Plaintiff has no adequate remedy at law because its trademark, logo, and mark is unique and represents to the public the identity, reputation and goodwill of Plaintiff’s mixed martial arts formatting and entire method of doing business, with unique and valuable goodwill associated with its trademark and copyright rights. If Defendants are allowed to dilute, interfere with, and appropriate, the intellectual property of Plaintiff, Plaintiff will suffer irreparable loss and injury, such that damages alone could not fully compensate Plaintiff. It is essential that injunctive relief be awarded without awaiting the setting of a hearing, because the actions of Defendants are ongoing, and are causing severe damages through their infringement of Plaintiff’s rights.

60. Plaintiff therefore demands entry of a temporary restraining order, restraining and enjoining Defendants, their agents, representatives, employees, contractors, attorneys, officers, directors, shareholders, partners, affiliates, associates, co-conspirators, and all others acting in

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concert with them or aiding and abetting them, of and from representing that they have any ownership rights in or to the name “The Fight Zone”, or the trade dress, or other aspects of the business of The Fight Zone, from filing, prosecuting, continuing, or pursuing any trademark applications relating to the trade names, from incorporating or causing to be formed any entity utilizing any combination of the term “The Fight Zone”, or any deceptively similar names, from representing to anyone that they are affiliated with or allowed to conduct business utilizing the names “The Fight Zone”, or the trade dress, or other aspects of the business of The Fight Zone, or disparaging the business or trade names of Plaintiff, pending further Order of this Court, or from using the name “The Fight Zone”, or any confusingly similar designation, alone or in combination with any other words or designs, as a trademark, trade name or commercial symbol, or to market, advertise or identify Defendant’s related products or services, using a mark similar to The Fight Zone trademark and logo, causing likelihood of confusion or injury to the business reputation or the goodwill and trade identity of The Fight Zone, Inc., passing off any product or service as a product or service of Plaintiff, causing likelihood of confusion or of misunderstanding as to the source or sponsorship of any product or service, causing likelihood of confusion or of misunderstanding as to Defendants’ affiliation, connection or association with Plaintiff, diluting the distinctiveness of The Fight Zone mark, unfairly competing with Plaintiff in any manner, diverting any corporate opportunities of Plaintiff, interfering with any existing or prospective customers or business relationships of Plaintiff, and otherwise infringing upon Plaintiff’s distinctive registered logo and mark, or using any confusingly similar designation.

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61. Plaintiff therefore demands entry of a permanent injunction, restraining and enjoining Defendants, their agents, representatives, employees, contractors, attorneys, officers, directors, shareholders, partners, affiliates, associates, co-conspirators, and all others acting in concert with them or aiding and abetting them, of and from representing that they have any ownership rights in or to the names “The Fight Zone”, or the trade dress, or other aspects of the business of The Fight Zone, from filing, prosecuting, continuing, or pursuing any trademark applications relating to the trade names, from incorporating or causing to be formed any entity utilizing any combination of the terms “The Fight Zone”, or any deceptively similar names, from representing to anyone that they are affiliated with or allowed to conduct business utilizing the name “The Fight Zone”, or the trade dress, or other aspects of the business of The Fight Zone, or disparaging the business or trade names of Plaintiff, pending further Order of this Court, or from using the name “The Fight Zone”, or any confusingly similar designation, alone or in combination with any other words or designs, as a trademark, trade name or commercial symbol, or to market, advertise or identify Defendants’ related products or services, using a mark similar to The Fight Zone trademark and logo, causing likelihood of confusion or injury to the business reputation or the goodwill and trade identity of The Fight Zone, Inc., passing off any product or service as a product or service of Plaintiff, causing likelihood of confusion or of misunderstanding as to the source or sponsorship of any product or service, causing likelihood of confusion or of misunderstanding as to Defendants’ affiliation, connection or association with Plaintiff, diluting the distinctiveness of the Geoscopix and View Technologies mark, unfairly competing with Plaintiff in any manner, diverting any corporate opportunities of

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Plaintiff, interfering with any existing or prospective customers or business relationships of Plaintiff, and otherwise infringing upon Plaintiff's distinctive registered logo and mark, or using any confusingly similar designation.

**TEXAS ANTI-DILUTION ACT BY FRANK MORELLI, BARBARA MORELLI,
SKIPPER KELP, AND DOMINIC MARTINEZ**

62. Plaintiff restates the allegations contained in Paragraphs 1 through 60.

63. The foregoing acts, practices and conduct of Defendants have caused and are likely to cause injury to Plaintiff's business reputation and to dilute the distinctive quality of the trademark and copyright rights of Plaintiff, in violation of the Texas Anti-Dilution Act, Section 16.29 *et al.* of the Texas Business and Commerce Act.

64. Plaintiff has no adequate remedy at law because its trademark, logo, and mark is unique and represents to the public the identity, reputation and goodwill of Plaintiff's mixed martial arts formatting and entire method of doing business, with unique and valuable goodwill associated with its trademark and copyright rights. If Defendants are allowed to dilute, interfere with, and appropriate, the intellectual property of Plaintiff, Plaintiff will suffer irreparable loss and injury, such that damages alone could not fully compensate Plaintiff. It is essential that injunctive relief be awarded without awaiting the setting of a hearing, because the actions of Defendants are ongoing, and are causing severe damages through their infringement of Plaintiff's rights.

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65. Plaintiff therefore demands entry of a temporary restraining order, restraining and enjoining Defendants, their agents, representatives, employees, contractors, attorneys, officers, directors, shareholders, partners, affiliates, associates, co-conspirators, and all others acting in concert with them or aiding and abetting them, of and from representing that they have any ownership rights in or to the names “The Fight Zone”, or the trade dress, mixed martial arts formatting, or other aspects of the business of The Fight Zone, from filing, prosecuting, continuing, or pursuing any trademark applications relating to either trade name, from incorporating or causing to be formed any entity utilizing any combination of the terms “The Fight Zone”, or any deceptively similar names, from representing to anyone that they are affiliated with or allowed to conduct business utilizing the names “The Fight Zone”, or the trade dress, mixed martial arts formatting, or other aspects of the business of The Fight Zone, or disparaging the business or trade names of Plaintiff or the trade dress, mixed martial arts formatting, or other aspects of the business of The Fight Zone, or disparaging the business or trade names of Plaintiff, or from using the name “The Fight Zone”, or any confusingly similar designation, alone or in combination with any other words or designs, as a trademark, trade name or commercial symbol, or to market, advertise or identify Defendants’ related products or services, using a mark similar to The Fight Zone trademark and logo, causing likelihood of confusion or injury to the business reputation or the goodwill and trade identity of The Fight Zone, Inc., passing off any product or service as a product or service of Plaintiff, causing likelihood of confusion or of misunderstanding as to the source or sponsorship of any product or service, causing likelihood of confusion or of misunderstanding as to Defendants’

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affiliation, connection or association with Plaintiff, diluting the distinctiveness of the mark, unfairly competing with Plaintiff in any manner, diverting any corporate opportunities of Plaintiff, interfering with any existing or prospective customers or business relationships of Plaintiff, and otherwise infringing upon Plaintiff's distinctive registered mark, or using any confusingly similar designation, pending further Order of this Court.

66. Upon hearing on Plaintiff's Application for Preliminary Injunction, Plaintiff demands entry of a Preliminary Injunction, restraining and enjoining Defendants, their agents, representatives, employees, contractors, attorneys, officers, directors, shareholders, partners, affiliates, associates, co-conspirators, and all others acting in concert with them or aiding and abetting them, of and from representing that they have any ownership rights in or to the names "The Fight Zone", or the trade dress, mixed martial arts formatting, or other aspects of the business of The Fight Zone, from filing, prosecuting, continuing, or pursuing any trademark applications relating to either trade name, from incorporating or causing to be formed any entity utilizing any combination of the terms "The Fight Zone", or any deceptively similar names, from representing to anyone that they are affiliated with or allowed to conduct business utilizing the names "The Fight Zone", or the trade dress, mixed martial arts formatting, or other aspects of the business of The Fight Zone, or disparaging the business or trade names of Plaintiff, or the trade dress, mixed martial arts formatting, or other aspects of the business of The Fight Zone, or disparaging the business or trade names of Plaintiff, or from using the name "The Fight Zone", or any confusingly similar designation, alone or in combination with any other words or designs, as a trademark, trade name or commercial symbol, or to market, advertise or

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identify Defendants' related products or services, using a mark similar to The Fight Zone trademark and logo, causing likelihood of confusion or injury to the business reputation or the goodwill and trade identity of The Fight Zone, Inc., passing off any product or service as a product or service of Plaintiff, causing likelihood of confusion or of misunderstanding as to the source or sponsorship of any product or service, causing likelihood of confusion or of misunderstanding as to Defendants' affiliation, connection or association with Plaintiff, diluting the distinctiveness of The Fight Zone mark, unfairly competing with Plaintiff in any manner, diverting any corporate opportunities of Plaintiff, interfering with any existing or prospective customers or business relationships of Plaintiff, and otherwise infringing upon Plaintiff's distinctive registered logo and mark, or using any confusingly similar designation pending final trial hereof.

67. Upon final trial, Plaintiff demands entry of a permanent injunction, restraining and enjoining Defendants, their agents, representatives, employees, contractors, attorneys, officers, directors, shareholders, partners, affiliates, associates, co-conspirators, and all others acting in concert with them or aiding and abetting them, of and from representing that they have any ownership rights in or to the names "The Fight Zone", or the trade dress, mixed martial arts formatting, or other aspects of the business of The Fight Zone, from filing, prosecuting, continuing, or pursuing any trademark applications relating to either trade name, from incorporating or causing to be formed any entity utilizing any combination of the terms "The Fight Zone", or any deceptively similar names, from representing to anyone that they are affiliated with or allowed to conduct business utilizing the names "The Fight Zone", or the trade dress, mixed martial arts formatting, or

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other aspects of the business of The Fight Zone, or disparaging the business or trade names of Plaintiff or the trade dress, mixed martial arts formatting, or other aspects of the business of The Fight Zone, or disparaging the business or trade names of Plaintiff, or from using the name “The Fight Zone”, or any confusingly similar designation, alone or in combination with any other words or designs, as a trademark, trade name or commercial symbol, or to market, advertise or identify Defendants’ related products or services, using a mark similar to The Fight Zone trademark and logo, causing likelihood of confusion or injury to the business reputation or the goodwill and trade identity of The Fight Zone, Inc., passing off any product or service as a product or service of Plaintiff, causing likelihood of confusion or of misunderstanding as to the source or sponsorship of any product or service, causing likelihood of confusion or of misunderstanding as to Defendants’ affiliation, connection or association with Plaintiff, diluting the distinctiveness of The Fight Zone mark, unfairly competing with Plaintiff in any manner, diverting any corporate opportunities of Plaintiff, interfering with any existing or prospective customers or business relationships of Plaintiff, and otherwise infringing upon Plaintiff’s distinctive registered logo and mark, or using any confusingly similar designation.

68. To the extent that injunctive relief does not fully compensate Plaintiff for the illegal conduct and actions of Defendants, Plaintiff demands recovery of all actual and consequential damages caused by Defendants’ violations of the Texas Anti-Dilution Act, Section 16.29 et al of the Texas Business and Commerce Act, including loss of business reputation and diminution of goodwill, to be adjudged jointly and severally against all Defendants.

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69. Because such misconduct has been conducted maliciously, willfully, and with intent to convert and usurp to Defendants' own use and benefit valuable rights belonging to Plaintiff, and with gross disregard for Plaintiff's rights, Plaintiff demands entry of punitive or exemplary damages, to be assessed jointly and severally against Defendants, in amounts to be assessed by the Jury, in accordance with established legal requirements.

LANHAM ACT- UNFAIR COMPETITION BY FRANK MORELLI, BARBARA MORELLI, SKIPPER KELP, AND DOMINIC MARTINEZ

70. Plaintiff restates the allegations contained in Paragraphs 1 through 68.

71. Defendants' aforesaid acts, practices, and conduct constitute a false designation, description or representation, unfair competition, false advertising, fraud, or unfair or deceptive trade practices that are likely to cause confusion and mistake by Plaintiff's customers and the public, and have in fact caused such confusion, in violation of 15 U.S.C. §1125(a).

72. The foregoing acts, practices and conduct are likely to destroy the exclusive source identity that The Fight Zone trademark, trade name, and associated rights, have developed in the minds of consumers, thereby diverting business away from Plaintiff, and resulting in lost revenue and profits, diminished goodwill, and loss of control by Plaintiff of the reputation and character of its distinctive mark.

73. Plaintiff has no adequate remedy at law because its trademark, logo and mark is unique and represents to the public the identity, reputation and goodwill of Plaintiff's mixed martial arts formatting and entire method of doing business, with unique and valuable goodwill associated

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with its trademark and copyright rights. If Defendants are allowed to dilute, interfere with, and appropriate, the intellectual property of Plaintiff, Plaintiff will suffer irreparable loss and injury, such that damages alone could not fully compensate Plaintiff. Therefore, pursuant to 15 U.S.C §1116, Plaintiff seeks injunctive relief. It is essential that injunctive relief be awarded without awaiting the setting of a hearing, because the actions of Defendants are ongoing, and are causing severe damages through their infringement of Plaintiff's rights.

74. Plaintiff therefore demands entry of a temporary restraining order, restraining and enjoining Defendants, their agents, representatives, employees, contractors, attorneys, officers, directors, shareholders, partners, affiliates, associates, co-conspirators, and all others acting in concert with them or aiding and abetting them, of and from representing that they have any ownership rights in or to the names "The Fight Zone", or the trade dress, mixed martial arts formatting, or other aspects of the business of The Fight Zone, from filing, prosecuting, continuing, or pursuing any trademark applications relating to either trade name, from incorporating or causing to be formed any entity utilizing any combination of the terms "The Fight Zone", or any deceptively similar names, from representing to anyone that they are affiliated with or allowed to conduct business utilizing the names "The Fight Zone", or the trade dress, mixed martial arts formatting, or other aspects of the business of The Fight Zone, or disparaging the business or trade names of Plaintiff, pending further Order of this Court or the trade dress, mixed martial arts formatting, or other aspects of the business of The Fight Zone, or disparaging the business or trade names of Plaintiff, or from using the name "The Fight Zone", or any confusingly similar designation, alone or

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in combination with any other words or designs, as a trademark, trade name or commercial symbol, or to market, advertise or identify Defendants' related products or services, using a mark similar to The Fight Zone trademark and logo, causing likelihood of confusion or injury to the business reputation or the goodwill and trade identity of The Fight Zone, Inc., passing off any product or service as a product or service of Plaintiff, causing likelihood of confusion or of misunderstanding as to the source or sponsorship of any product or service, causing likelihood of confusion or of misunderstanding as to Defendants' affiliation, connection or association with Plaintiff, diluting the distinctiveness of The Fight Zone mark, unfairly competing with Plaintiff in any manner, diverting any corporate opportunities of Plaintiff, interfering with any existing or prospective customers or business relationships of Plaintiff, and otherwise infringing upon Plaintiff's distinctive registered logo and mark, or using any confusingly similar designation.

75. Upon hearing on Plaintiff's Application for Preliminary Injunction, Plaintiff demands entry of a Preliminary Injunction, restraining and enjoining Defendants, their agents, representatives, employees, contractors, attorneys, officers, directors, shareholders, partners, affiliates, associates, co-conspirators, and all others acting in concert with them or aiding and abetting them, of and from representing that they have any ownership rights in or to the names "The Fight Zone", or the trade dress, mixed martial arts formatting, or other aspects of the business of The Fight Zone, from filing, prosecuting, continuing, or pursuing any trademark applications relating to either trade name, from incorporating or causing to be formed any entity utilizing any combination of the terms "The Fight Zone", or any deceptively similar names, from representing to anyone that they are affiliated with or

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allowed to conduct business utilizing the names “The Fight Zone”, or the trade dress, mixed martial arts formatting, or other aspects of the business of The Fight Zone, or disparaging the business or trade names of Plaintiff, or the trade dress, mixed martial arts formatting, or other aspects of the business of The Fight Zone, or disparaging the business or trade names of Plaintiff, or from using the name “The Fight Zone”, or any confusingly similar designation, alone or in combination with any other words or designs, as a trademark, trade name or commercial symbol, or to market, advertise or identify Defendants’ related products or services, using a mark similar to The Fight Zone trademark and logo, causing likelihood of confusion or injury to the business reputation or the goodwill and trade identity of The Fight Zone, Inc., passing off any product or service as a product or service of Plaintiff, causing likelihood of confusion or of misunderstanding as to the source or sponsorship of any product or service, causing likelihood of confusion or of misunderstanding as to Defendants’ affiliation, connection or association with Plaintiff, diluting the distinctiveness of The Fight Zone mark, unfairly competing with Plaintiff in any manner, diverting any corporate opportunities of Plaintiff, interfering with any existing or prospective customers or business relationships of Plaintiff, and otherwise infringing upon Plaintiff’s distinctive registered logo and mark, or using any confusingly similar designation pending final trial hereof.

76. Upon final trial, Plaintiff demands entry of a permanent injunction, restraining and enjoining Defendants, their agents, representatives, employees, contractors, attorneys, officers, directors, shareholders, partners, affiliates, associates, co-conspirators, and all others acting in concert with them or aiding and abetting them, of and from representing that they have any

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ownership rights in or to the names “The Fight Zone”, or the trade dress, mixed martial arts formatting, or other aspects of the business of The Fight Zone, from filing, prosecuting, continuing, or pursuing any trademark applications relating to either trade name, from incorporating or causing to be formed any entity utilizing any combination of the terms “The Fight Zone”, or any deceptively similar names, from representing to anyone that they are affiliated with or allowed to conduct business utilizing the names “The Fight Zone”, or the trade dress, mixed martial arts formatting, or other aspects of the business of The Fight Zone, or disparaging the business or trade names of Plaintiff or the trade dress, mixed martial arts formatting, or other aspects of the business of The Fight Zone, or disparaging the business or trade names of Plaintiff, or from using the name “The Fight Zone”, or any confusingly similar designation, alone or in combination with any other words or designs, as a trademark, trade name or commercial symbol, or to market, advertise or identify Defendants’ related products or services, using a mark similar to The Fight Zone trademark and logo, causing likelihood of confusion or injury to the business reputation or the goodwill and trade identity of The Fight Zone, Inc., passing off any product or service as a product or service of Plaintiff, causing likelihood of confusion or of misunderstanding as to the source or sponsorship of any product or service, causing likelihood of confusion or of misunderstanding as to Defendants’ affiliation, connection or association with Plaintiff, diluting the distinctiveness of The Fight Zone mark, unfairly competing with Plaintiff in any manner, diverting any corporate opportunities of Plaintiff, interfering with any existing or prospective customers or business relationships of Plaintiff,

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and otherwise infringing upon Plaintiff's distinctive registered logo and mark, or using any confusingly similar designation.

77. To the extent that injunctive relief does not fully compensate Plaintiff for the illegal conduct and actions of Defendants, Plaintiff demands recovery of all actual and consequential damages proximately caused by Defendants, including loss of business reputation and diminution of goodwill, to be adjudged jointly and severally against all Defendants.

78. Because such misconduct has been conducted maliciously, willfully, and with intent to convert and usurp to Defendants' own use and benefit valuable rights belonging to Plaintiff, and with gross disregard for Plaintiff's rights, Plaintiff demands entry of punitive or exemplary damages, to be assessed jointly and severally against Defendants, in amounts to be assessed by the Jury, in accordance with established legal requirements.

79. Plaintiff further seeks, pursuant to 15 U.S.C. § 1117(a), recovery of its reasonable and necessary attorneys' fees, for all actions in the District Court, the Court of Appeals, and the Supreme Court.

**FRAUDULENT CONVERSION BY
GUENTHER THAN, LINDA THAN, AND MICHAEL WOODFORD**

80. Plaintiff restates the allegations contained in Paragraphs 1 through 78.

81. Plaintiff alleges that Defendants fraudulently converted the exclusive world-wide

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rights to the development and manufacturing of an accident investigation tool known as The Gator; a vehicle; integrated GPS stereo camera products known as GPS Stereoscopic for applications in insurance, emergency management, and first response markets; and various office furniture and equipment. The Plaintiff alleges that the University of Florida holds a patent for the Gator and the exclusive world-wide rights to develop and manufacture the Gator was given to Geoscopix. Since the Plaintiff is now under new management, all assets should have been remained the property of the Plaintiff and have been given to the new directors of the Plaintiff. Defendants maliciously and avariciously refrained from transferring the property to the Plaintiff upon or at any time after the execution of the Stock Purchase Agreement.

**FRAUDULENT CONVERSION BY FRANK MORELLI, BARBARA MORELLI,
SKIPPER KELP, AND DOMINIC MARTINEZ**

82. Plaintiff restates the allegations contained in Paragraphs 1 through 80.

83. Plaintiff alleges that Defendants fraudulently converted the business equipment for the mixed martial arts program run by the Plaintiff. Some of the equipment known to the Plaintiff includes a boxing ring, assorted mixed martial arts items, a gymnasium, office furniture, and computers. Defendant maliciously and avariciously refrained from transferring the property to the Plaintiff upon or at any time after the execution of the Stock Purchase Agreement.

**BREACH OF FIDUCIARY DUTY BY GUENTHER THAN, LINDA THAN,
MICHAEL WOODFORD, FRANK MORELLI, BARBARA MORELLI,
TOM PIERSON, DOMINIC MARTINEZ, LLOYD VICKERS, SKIPPER KELP,**

DAN STARZEWSKI, AND JOE OVERCASH,

84. Plaintiff restates the allegations contained in Paragraphs 1 through 82.

85. Plaintiff alleges that Defendants willfully or negligently breach their fiduciary duty to the Plaintiff. Each of the Defendants was a director or officer of the Plaintiff. Each Defendant owed a duty to the Plaintiff to perform the duties of their position to the best of his or her ability and pursuant to all applicable laws, rules, and regulations. Each Defendant failed to create, maintain, and transfer a complete corporate history to the new directors. Each Defendant failed to create, maintain, and transfer the complete books, records, financial statements, and assorted legal documents which has precluded the Plaintiff from conducting business and resulted in lost revenues in excess of One Hundred Million Dollars (\$100,000,000).

DAMAGES

86. Plaintiff sustained the following damages as a result of the actions and/or omissions of Defendants described hereinabove:

- a. An award of all damages sustained by Plaintiff in excess of One Hundred Million Twenty Thousand Dollars, including but not limited to lost sales and damage to the goodwill of Plaintiff's mark, trebled to Three Hundred Million Sixty Thousand Dollars, to be assessed against all Defendants jointly and severally;
- b. That Defendants be required to deliver to Plaintiff or the Court for destruction, all products, uniforms, materials, fixtures, packages, signs, devices, literature, stationery, advertising, signage and any other material

bearing or incorporating the trademark “The Fight Zone”, “Geoscopix”, “View Technologies”, or any other infringing designation, all at Defendants’ cost;

- c. That Defendants be ordered to render an accounting to Plaintiff of the gross revenues and receipts of their sale of products and services offered through use of any logo or mark similar to the mark of Plaintiff, or any other infringing designation;
- d. A judgment ordering that Plaintiff recover the damages to its trade and business, goodwill, business identity and its trademark, resulting from Defendants’ infringement, and recover as damages the revenues generated from Defendants’ infringing designation, plus all other actual and consequential damages proximately caused by Defendants’ wrongful conduct, to be assessed against all Defendants jointly and severally, and that such damages be trebled;
- e. An order that Plaintiff recover from Defendants, jointly and severally, the reasonable and necessary attorneys’ fees, expenses, and costs incurred by Plaintiff in this action, plus prejudgment and post-judgment interest to the maximum extent allowed by law;
- f. Expert fees as the Court deems appropriate;
- g. Inconvenience; and,
- g. General relief as allowed by law.

PUNITIVE OR EXEMPLARY DAMAGES

87. Plaintiff would further show that the acts and omissions of Defendants complained of herein were committed with malice or reckless indifference to the protected rights of the Plaintiff. In order to punish said Defendants for engaging in unlawful business practices and to deter such actions and/or omissions in the future, Plaintiff also seeks recovery from Defendants for exemplary damages in the amount of Five Hundred Million Dollars.

SPECIFIC RELIEF

88. Plaintiff seeks the following specific relief which arises out of the actions and/or omissions of Defendants described hereinabove:

- a. Prohibit by injunction the Defendants from engaging in unfair trade practices;
- b. Transfer the domain names and websites for The Fight Zone, Geoscopix, and View Technologies, including any deceptively similar names such as View Systems; and,
- e. Immediately complete and/or compile a complete corporate history and send it to the Plaintiff at the Defendants' cost

INJUNCTIVE RELIEF

89. Plaintiff seeks the following injunctive relief which arises out of the actions and/or omissions of Defendants described hereinabove:

- a. Plaintiff therefore demands entry of a temporary restraining order, restraining and enjoining Defendants, their agents, representatives, employees,

contractors, attorneys, officers, directors, shareholders, partners, affiliates, associates, co-conspirators, and all others acting in concert with them or aiding and abetting them, of and from representing that they have any ownership rights in or to the name “The Fight Zone”, “Geoscopix”, “View Technologies”, or the trade dress, or other aspects of the business of The Fight Zone, Geoscopix, or View Technologies from filing, prosecuting, continuing, or pursuing any trademark applications relating to the trade names, from incorporating or causing to be formed any entity utilizing any combination of the term “The Fight Zone”, “Geoscopix”, or “View Technologies”, or any deceptively similar names, from representing to anyone that they are affiliated with or allowed to conduct business utilizing the names “The Fight Zone”, “Geoscopix”, or “View Technologies”, or the trade dress, or other aspects of the business of The Fight Zone, Geoscopix, or View Technologies, or disparaging the business or trade names of Plaintiff, pending further Order of this Court, or from using the name “The Fight Zone”, “Geoscopix”, or “View Technologies”, or any confusingly similar designation, alone or in combination with any other words or designs, as a trademark, trade name or commercial symbol, or to market, advertise or identify Defendant’s related products or services, using a mark similar to The Fight Zone, Geoscopix, or View Technologies, trademark and logo, causing likelihood of confusion or injury to the business reputation or the goodwill and trade identity of The Fight Zone, Inc., Geoscopix, or View Technologies,

passing off any product or service as a product or service of Plaintiff, causing likelihood of confusion or of misunderstanding as to the source or sponsorship of any product or service, causing likelihood of confusion or of misunderstanding as to Defendants' affiliation, connection or association with Plaintiff, diluting the distinctiveness of The Fight Zone Geoscopix, or View Technologies mark, unfairly competing with Plaintiff in any manner, diverting any corporate opportunities of Plaintiff, interfering with any existing or prospective customers or business relationships of Plaintiff, and otherwise infringing upon Plaintiff's distinctive registered logo and mark, or using any confusingly similar designation.

- d. Upon a full hearing of this matter and judgment granted for the Plaintiff, Plaintiff demands entry of a permanent injunction, restraining and enjoining Defendants, their agents, representatives, employees, contractors, attorneys, officers, directors, shareholders, partners, affiliates, associates, co-conspirators, and all others acting in concert with them or aiding and abetting them, of and from representing that they have any ownership rights in or to the name "The Fight Zone", "Geoscopix", "View Technologies", or the trade dress, or other aspects of the business of The Fight Zone, Geoscopix, or View Technologies from filing, prosecuting, continuing, or pursuing any trademark applications relating to the trade names, from incorporating or causing to be formed any entity utilizing any combination of the term "The Fight Zone", "Geoscopix", or "View Technologies", or any deceptively similar names,

from representing to anyone that they are affiliated with or allowed to conduct business utilizing the names “The Fight Zone”, “Geoscopix”, or “View Technologies”, or the trade dress, or other aspects of the business of The Fight Zone, Geoscopix, or View Technologies, or disparaging the business or trade names of Plaintiff, pending further Order of this Court, or from using the name “The Fight Zone”, “Geoscopix”, or “View Technologies”, or any confusingly similar designation, alone or in combination with any other words or designs, as a trademark, trade name or commercial symbol, or to market, advertise or identify Defendant’s related products or services, using a mark similar to The Fight Zone, Geoscopix, or View Technologies, trademark and logo, causing likelihood of confusion or injury to the business reputation or the goodwill and trade identity of The Fight Zone, Inc., Geoscopix, or View Technologies, passing off any product or service as a product or service of Plaintiff, causing likelihood of confusion or of misunderstanding as to the source or sponsorship of any product or service, causing likelihood of confusion or of misunderstanding as to Defendants’ affiliation, connection or association with Plaintiff, diluting the distinctiveness of The Fight Zone Geoscopix, or View Technologies mark, unfairly competing with Plaintiff in any manner, diverting any corporate opportunities of Plaintiff, interfering with any existing or prospective customers or business relationships of Plaintiff, and otherwise infringing upon Plaintiff’s distinctive registered logo and mark, or using any

confusingly similar designation.

- e. That Defendants be directed to file with the Court and to serve on Plaintiff within ten (10) days after entry of any injunction order, a written report, under oath, setting forth the manner in which they have complied with the injunction.

PRAYER

WHEREFORE, PREMISES CONSIDERED, Plaintiff, Gold Recycle Corporation, respectfully prays that the Defendants be cited to appear and answer herein, and that upon a final hearing of the cause, judgment be entered for the Plaintiff against Defendants, jointly and severally, for injunctive relief, damages in an amount within the jurisdictional limits of the Court; exemplary damages, and specific performance as addressed to each Defendant, together with interest as allowed by law; costs of court; attorney's fees; and such other and further relief to which the Plaintiff may be entitled at law or in equity.

Respectfully submitted,

Gold Recycle Corporation

By: /s/*Connie L. Catínchi*

Connie L. Catinchi
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Suite 300
Addison, TX 75001

Tel. (972) 248-2244, ext 102
Fax. (972) 248-8187
Attorney for Plaintiff
Gold Recycle Corporation

PLAINTIFF HEREBY DEMANDS A BENCH TRIAL

CERTIFICATE OF SERVICE

I certify that on May 7, 2010 a true and correct copy of Plaintiff's Original Complaint was served to each person listed below by the method indicated.

Guenther Than
22454 Hillcrest Circle, Golden, CO 80401
By Certified Mail, Return Receipt Requested
7009 2820 0003 7417 8107

Michael Woodford
3227 North 61st Street, Boulder, CO 80301
By Certified Mail, Return Receipt Requested
7009 2820 0003 7418 0889

Linda Than
22454 Hillcrest Circle, Golden, CO 80401
By Certified Mail, Return Receipt Requested
7009 2820 0003 7417

Tom Pierson
2701 E. Commercial Blvd, Suite 212, Ft. Lauderdale, FL 33308
By Certified Mail, Return Receipt Requested
7009 2820 0003 7417 8114

Lloyd Vickers
155 N. Rosemont Blvd. #201, Tucson, AZ 85711
By Certified Mail, Return Receipt Requested
7009 2820 0003 7417 8183

Skipper Kelp
3071 S. Valley View, Las Vegas, NV 89102
By Certified Mail, Return Receipt Requested
7009 2820 0003 7417 8275

Frank Morelli
412 Loma Drive, Florence, CO 81226
By Certified Mail, Return Receipt Requested
7009 2820 0003 7417 8176

Barbara Morelli
412 Loma Drive, Florence, CO 81226
By Certified Mail, Return Receipt Requested
7009 2820 0003 7417 8169

Dominic Martinez
3327 61st Street, Boulder, CO 80301
By Certified Mail, Return Receipt Requested
7009 2820 0003 7417 8152

Daniel Starczewski
932 Burke Street, Winston-Salem, NC 27101
By Certified Mail Return Receipt Requested
7009 2820 0003 7417 8213

Joe Overcash
1020 Brookstown Avenue Suite 30, Winston-Salem, NC 27101
By Certified Mail Return Receipt Requested
7009 2820 0003 7417 8190

/s/ *Connie L. Catinchi*

Connie L. Catinchi

LIST OF EXHIBITS

Exhibit 1 – Share Exchange Agreement;

Exhibit 2 – Minutes of the Special Shareholders Meeting of the Board of Directors of The Fight Zone, Inc. dated February 24, 2009;

Exhibit 3 – Corporate Charters of View Technologies, Inc. and Geoscopics, Inc.;

Exhibit 4 –Articles of Amendments for name changes: View Technologies, Inc. to Geoscopics, Inc.; Geoscopics, Inc. to Geoscopix, Inc.; Geoscopix, Inc. to The Fight Zone, Inc.; The Fight Zone, Inc. to Gold Recycle Corporation, Inc., and Articles of Incorporation for Gold Recycle Corporation and View Technologies, Inc.;

Exhibit 5 – Annual Shareholders meeting of View Technologies, Inc., dated January 26, 1996, and Biannual Reports of View Technologies, Inc. from 1996 and 1998, Annual Meeting of the Shareholders of View Technologies, Inc., February 3, 1998;

Exhibit 6 – View Systems InvestorsHub;

Exhibit 7 – Tom Pierson v. View Technologies Final Default Judgment;

Exhibit 8 – View Technologies, Inc. and View Systems, Inc. documentation including Mergent Industrial for View Technologies, Pink Sheets for View Systems, SEC filings for View Systems, bill for View Technologies, Inc. paid for via View Systems, Inc. checking account and corresponding bill for View Technologies, Inc.;

Exhibit 9 – View Technologies, Inc.’s financials for 2005, 2006, 2007;

Exhibit 10 – Letters from Davis, Sita, and Company, P.A. for View Technologies, Inc. and emails between Mr. Davis and Plaintiff’s Chief Executive Officer;

Exhibit 11 – Geoscopix, Inc.’s financials for 2005, 2006, 2007, Financial Statement dated June 30, 2006, Davis, Sita & Company, P.A. Report of Independent Registered Public Accounting Firm, Notes to financial Statement for 2005 and 2006, Gator information, and Mergent Industrial letter;

Exhibit 12 – The Fight Zone, Inc, documents including Nevada Secretary of State listing for The Fight Zone, Inc., Marketwire Press Release by Dominic Martinez, The Fight Zone website Shareholder Approval Resolution dated February 11, 2008, Minutes of the Special Shareholders Meeting of the Board of Directors of Geoscopix, Inc. now Called The Fight Zone, Inc., dated February 11, 2008

Exhibit 13 – Wells Fargo bank statement for The Fight Zone, Inc.’s dated June 30, 2008;

Exhibit 14 – letter from Q Group

Exhibit 15 – Securities and Exchange Commission v. Gemstone Holdings, Inc., Hisao Sal Miwa, John B. Frohling, Daniel D. Starczewski, Joe V. Overcash, Jr., Frank J. Morelli, III and Thomas F. Pierson, III and James S. Painter, III;

Exhibit 16 – Correspondence between our SEC counsel, Diane Dalmy and FINRA including letter from Diane Dalmy, OTC Equity Issuer Notification Form, email from FINRA, and Consent Resolution of the Board of Directors of The Fight Zone, Inc. for name change and reverse split of common stock.

Certificate of Service

On May 7, 2010, I electronically submitted the foregoing document with the clerk of court for the U.S. District Court, Northern District of Texas, using the electronic case filing system of the court. I hereby certify that I have served all counsel and/or *pro se* parties of record electronically or by another manner authorized by Federal rule of Civil Procedure 5 (b)(2).

/s/Connie L. Catinchi