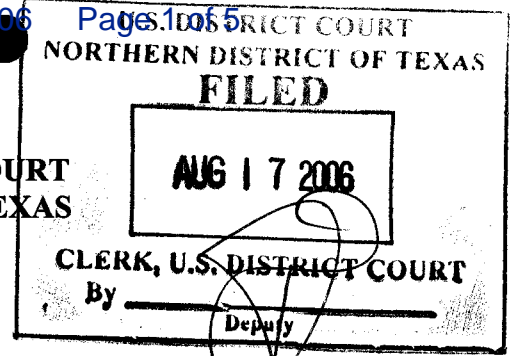


BD

ORIGINAL

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION



MICHAEL J. QUILLING, RECEIVER  
FOR SARDAUKAR HOLDINGS, IBC  
and BRADLEY C. STARK,

Plaintiff,

v.

3D MARKETING LLC,

Defendant.

§  
§  
§  
§  
§  
§  
§  
§  
§  
§  
§

CIVIL ACTION NO. 3-06CV0293-P

**DEFENDANT'S ANSWER**

Defendant 3D MARKETING LLC ("Defendant") files this Answer to Plaintiff's Complaint (the "Complaint") and for same states as follows:

**Parties**

1. Defendant does not dispute the statements set forth in Paragraph No. 1.
2. Defendant admits that it is a Nevada limited liability company.

**Jurisdiction and Venue**

3. Defendant is without sufficient information or belief regarding the Order Appointing Receiver and the subject matter of the Receivership Assets. However, Defendant does not dispute this court's jurisdiction.

4. Defendant is without sufficient information or belief regarding the SEC Proceedings referenced in the Complaint, the appointment of a Receiver, and the actions involving the Receivership Assets within the meaning of the Order Appointing Receiver. However, Defendant does not dispute venue in the Northern District of Texas.

**Background Facts**

5. Defendant is without sufficient information and belief regarding the matters alleged in Paragraph No. 5, but does not dispute same.

6. Defendant is without sufficient information and belief regarding the matters alleged in Paragraph No. 6, but does not dispute same.

7. Defendant is without sufficient information and belief regarding the matters alleged in Paragraph No. 7, but does not dispute same.

8. Defendant is without sufficient information and belief regarding the allegations set forth in Paragraph No. 8, and therefore denies same.

9. Defendant denies the allegations set forth in Paragraph No. 9, except that Defendant admits that on or about March 11, 2005, Sardaukar forwarded a partial repayment of the investment by Defendant, in the amount of \$75,000, to the bank account of Defendant. Previously, Defendant invested \$100,000 with Sardaukar Holdings/Bradley Stark. The \$75,000 transfer of funds on April 7, 2005 was a partial repayment of an investment by L.B. Charitable Trust, who directed that the partial repayment be forwarded to Defendant's account. Defendant denies any allegations in Paragraph No. 9 to the contrary.

**COUNT ONE**

**Constructive Trust & Disgorgement**

10. Defendant incorporates by reference its previous response to Paragraph Nos. 1-9.

11. Defendant denies the allegations in Paragraph No. 11 and the relief requested therein.

12. Defendant denies the allegations in Paragraph No. 12 and the relief requested therein.

**COUNT TWO**

**Fraudulent Transfer**

13. Defendant incorporates by reference its previous response to Paragraph Nos. 1-12.

14. Defendant denies the allegations in Paragraph No. 14 and the relief requested therein.

**COUNT THREE**

**Fees, Expenses, Costs and Interest**

15. Defendant incorporates by reference its previous response to Paragraph Nos. 1-14.

16. Defendant denies the allegations in Paragraph No. 16 and the relief requested therein.

**JURY DEMAND**

17. Defendant denies any and all further relief requested by Plaintiff. In the event that Defendant has not specifically denied an averment in this Complaint, Defendant hereby denies such averment.

**FIRST AFFIRMATIVE DEFENSE**

The Complaint fails to state a claim upon which relief can be granted.

**SECOND AFFIRMATIVE DEFENSE**

Defendant asserts that the subject transfer of funds was a repayment (albeit partial) of a prior investment made by Defendant with Sardaukar/Stark.

**THIRD AFFIRMATIVE DEFENSE**

Defendant denies that the elements of a fraudulent transfer have been proved.

**FOURTH AFFIRMATIVE DEFENSE**

The claims asserted by Plaintiff are barred by the applicable statute of limitations or by laches.

**FIFTH AFFIRMATIVE DEFENSE**

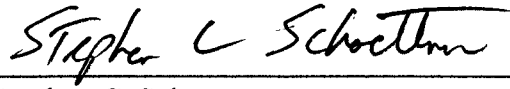
Plaintiff has not included as a party to the litigation the entity/investor that explains the second \$75,000 wire transfer alleged in the Complaint.

**SIXTH AFFIRMATIVE DEFENSE**

Defendant seeks recovery of its attorney's fees and costs.

WHEREFORE, PREMISES CONSIDERED, Defendant 3D Marketing, LLC respectfully prays that, upon final trial, the Court enter judgment in favor of Defendant, that the Plaintiff receive or take nothing by its claims, and that the Defendant recover its fees, costs, and any damages that the Court awards in its favor as a result of the bringing of this claim.

Respectfully submitted,



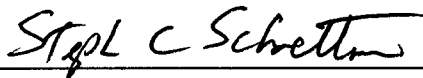
Stephen C. Schoettmer  
State Bar No. 17800400  
Stephen.Schoettmer @tklaw.com

THOMPSON & KNIGHT LLP  
1700 Pacific Avenue, Suite 3300  
Dallas, Texas 75201  
Telephone: (214) 969-1700  
Telecopier: (214) 969-1751

ATTORNEYS FOR DEFENDANT

**CERTIFICATE OF SERVICE**

I hereby certify that on August 17, 2006, a true and correct copy of the foregoing  
Defendant's Answer was served on counsel for Plaintiff by U. S. Mail.

  
Stephen C. Schoettmer