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Signed and Filed: January 20, 2017

HANNAH L. BLUMENSTIEL
U.S. Bankruptcy Judge

Counsel for Debtor

8 **UNITED STATES BANKRUPTCY COURT**
9 **FOR THE NORTHERN DISTRICT OF CALIFORNIA**
10 San Francisco Division

12 In re) Case No. 16-31325 HLB
13 WRAP MEDIA, LLC) Chapter 11
14 Debtor.)

15 In re) Case No. 16-31326 HLB
16 WRAP MEDIA, INC.) Chapter 11
17 Debtor.)

- 18)
19 Affects LLC)
20 Affects Inc.)
21 Affects BOTH DEBTORS)

22 **SECOND INTERIM ORDER AUTHORIZING USE OF CASH COLLATERAL**
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1 The Motion to Use Cash Collateral filed by Wrap Media, LLC and Wrap Media, Inc. duly came
2 on for a second interim hearing on January 18, 2017. Wrap Media, LLC and Wrap Media, Inc. appeared
3 through their counsel, St. James Law, P.C., Michael St. James appearing. Silicon Valley Bank appeared
4 through its counsel, Levy, Small & Lallas, Leo D. Plotkin appearing. Other appearances were as noted
5 in the record. Upon considering the papers and pleadings filed herein and the argument of counsel, and
6 good cause therefor appearing,
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8 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that:

9 1. Under the circumstances, parties in interest have received adequate notice and an
10 opportunity to be heard.

11 2. The Motion to Use Cash Collateral is granted on an interim basis. Wrap Media, LLC and
12 Wrap Media, Inc. be, and they hereby are, authorized to use cash on hand and post-petition revenues to
13 pay ordinary operating expenses and U.S. Trustee fees, consistent with the budget which accompanied
14 their Supplement, Dkt #73.
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16 3. The relief granted by this Motion shall expire on March 2, 2017, unless extended by an
17 Order of this Court.

18 4. As adequate protection for Silicon Valley Bank, and solely to the extent necessary to
19 protect it from any post-petition diminution in the collateral securing its allowed secured claim, Silicon
20 Valley Bank is granted the following:
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22 a. A replacement lien against post-petition assets (exclusive of claims arising under
23 Chapter 5 of the Bankruptcy Code) with the same nature, extent and validity as SVB's pre-
24 petition lien;

25 b. A lien on the Debtor's intellectual property, but only to the extent necessary to
26 protect SVB from any post-petition diminution in the SVB Collateral for its allowed secured
27 claim; and

28 c. Payments of approximately \$8,100 per month.

1 5. Silicon Valley Bank may seek reconsideration of this Order at any time on fourteen days'
2 notice to the Debtors.

3 6. This Order shall be effective immediately upon its entry.

4 * * * END OF ORDER * * *

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Court's Service List

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All persons entitled to service are ECF registered