UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

A.R.I. AGENT, LLC, a Delaware limited liability company, LIGHTS OUT ENTERPRISES INC., a Delaware corporation, and LIGHTS OUT HOLDINGS LLC, a Wyoming limited liability company,	:	
Plaintiffs,	:	Civil Action No.: 1:26-cv-03778-JAV
	:	Oral Argument Requested
-against-	:	
SHAWNE MERRIMAN, individually, and as Trustee of Trust M250124, and LIGHTS OUT HOLDINGS LLC, a California limited liability company,	:	
Defendants,	:	

PLAINTIFFS' NOTICE OF MOTION FOR PARTIAL SUMMARY JUDGMENT

PLEASE TAKE NOTICE that Plaintiffs, A.R.I. AGENT, LLC, Lights Out Enterprises, Inc., and Lights Out Holdings, LLC, a Wyoming limited liability company (collectively the "Plaintiffs"), by counsel, and pursuant to Federal Rule of Civil Procedure Rule 56 and Rule 56.1 of the Local Civil Rules of this Court, will move before the Honorable Jeannette A. Vargas at the United States District Court, Southern District of New York, 500 Pearl Street, New York, New York 10007, for entry of Partial Summary Judgment in Plaintiffs' favor on Counts IX and X of the Second Amended Complaint [DE 085].

As relief, Plaintiffs request that this Court enter partial summary judgment on Counts IX and X of its Second Amended Complaint [DE 079] against Shawne Merriman, both individually and as Trustee of Trust M250124, and Lights Out Holdings, LLC, a California Company. Plaintiffs respectfully request this Honorable Court grant their Motion for Partial Summary Judgment on

Counts IX and X of its Second Amended Complaint [DE 079] against Shawne Merriman, both individually and as Trustee of Trust M250124, and Lights Out Holdings, LLC, a California Company, enter an Order which includes the following:

1. Entering Declaratory Judgment on Count IX of the Second Amended Complaint that:
    a. ARI validly exercised its rights under the LSA, the other loan documents, and the Guaranties, including the proxy rights, upon occurrence of Events of Default;
    b. ARI's exercise of certain of the Warrants on January 3 and January 5, 2026, validly resulted in ARI's acquisition of approximately 84% of the outstanding equity of LOE;
    c. Merriman has no authority to act on behalf of LOE in any capacity, and any actions taken by Merriman purporting to bind, represent or speak for LOE are unauthorized and without legal effect; and
    d. Any continued assertion of authority over LOE – including by representing himself as its CEO, issuing communications purporting to be on behalf of LOE, or causing litigation to be filed in its name – is contrary to the rights of ARI as established under the LSA, the Guaranties, the IPSA, the Warrants, and the other loan documents.
2. Entering Declaratory Judgment on Count X of the Second Amended Complaint that:
    a. All Intellectual Property pledged, identified, described, or otherwise purported to be granted as collateral to ARI under the LSA and related loan documents, whether or not associated with the "Lights Out" brand, whether or not specifically enumerated in any schedule, and whether held, registered, or claimed by LOHWY, or LOH California, is subject to the LSA and related loan documents, including the

Joinder, the Perfection Certificates, and the IPSA. For the avoidance of doubt, such Intellectual Property includes, without limitation, the marks and other assets identified in the Perfection Certificates and their schedules, including "Lights Out," "The Ultimate Fan Zone," and "Lights Out Sports TV";

b. ARI holds a valid, enforceable, perfected, first-priority security interest in all such Intellectual Property, including the Intellectual Property described in subsection (a), pursuant to the LSA, the Joinder, the Guaranties, the Perfection Certificates, the IPSA, and the other applicable loan documents, notwithstanding any discrepancy concerning the identity, jurisdiction of organization, or record ownership of the entity holding or purporting to hold such Intellectual Property; and

c. ARI is the senior secured party with respect to such Intellectual Property and is entitled to exercise all applicable rights and remedies, including foreclosure, sale, assignment, transfer, or other disposition under applicable law. LOH California and LOHWY shall be required to execute and deliver all instruments and take all actions necessary to recognize, perfect, confirm, preserve, and give effect to ARI's security interest and enforcement rights, including, as applicable, correcting ownership records, confirming or restoring record title, executing confirmatory security agreements and assignments, and making appropriate filings with the United States Patent and Trademark Office, United States Copyright Office, and other relevant authorities.

3. Granting such further relief as deemed just and proper.

Dated: November 19, 2026

Respectfully submitted,

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CERTIFICATE OF SERVICE

I hereby certify that on this 19th day of November, I caused a copy of the foregoing to be electronically filed with the Clerk of Court using the CM/ECF system, which then sent a notice of filing (NEF) to the parties of record.

/s/ Daniel Filor