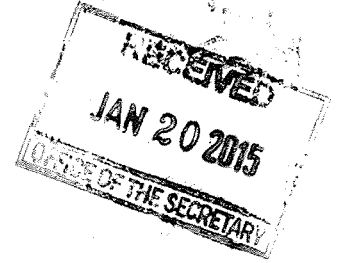


UNITED STATES OF AMERICA
Before The
SECURITIES AND EXCHANGE COMMISSION



ADMINISTRATIVE PROCEEDING
File No. 3-16317

_____)
In the matter of:)
)
MYRIAD INTERACTIVE MEDIA, INC.)
)
)
_____)

PETITIONER MYRIAD INTERACTIVE MEDIA INC.'S OPENING BRIEF IN
SUPPORT OF ITS PETITION FOR TERMINATION OF TRADING SUSPENSION

Adam S. Tracy, Esq.
Counsel for Petitioner
Securities Compliance Group, Ltd.

[REDACTED]

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Subsequently, on December 19, 2014, the Commission further directed that the Petitioner file this Opening Brief in support of the Petition.⁴

The Petitioner

The Petitioner is a Delaware corporation with its principal business location in Toronto, Ontario, Canada. The Petitioner's common equity securities are traded on the OTC Link under the ticker "MYRY". The Petitioner is subject to reporting obligations found under Section 13 of the Exchange Act⁵. The Petitioner is current with regards to its reporting obligations, having filed its most recent Quarterly Report on Form 10-Q for the period ending September 30, 2014 on November 20, 2014.

The Petitioner's primary business is website and mobile application development, as well as internet marketing such as "pay per click" advertising. The Petitioner actively markets its services to businesses throughout North America. In addition, the Petitioner has developed websites and mobile applications internally for purposes of later selling the platforms to third party purchasers. The Petitioner's in-house application development includes MobiPoints.com, CryptoCafe.com, BTCTickers.com, among others.

For the year ending June 30, 2014, the Petitioner generated revenues of \$89,793 against operating expenses of \$498,221, for a net loss from operations of (\$408,428). Total cash on hand as of June 30, 2014 was \$6,452. The Petitioner anticipates offering its debt or equity securities for sale in the short terms to provide additional working capital to the company.

⁴ *Myriad Interactive Media, Inc.*, Securities Exchange Act Release No. 73897 (December 20, 2014)

⁵ 15 U.S.C. 578m(a),

The Trading Suspension

The Suspension Order named four respondents including the Issuer citing a “lack of current and accurate information.”⁶ Specifically, the Suspension Order questioned the “accuracy and adequacy of publicly disseminated information, including information about the relationship between the [Myriad Interactive Media] business prospects and the current Ebola crisis.”⁷ The Suspension Order is terminated on December 4, 2014. Despite its termination, the Petitioner’s quote is still not displayed on the OTC Link marketplace.

The Suspension Order was brought pursuant to Section 12(k)(1)(A) of the Exchange Act, which, in relevant part, authorizes the Commission “summarily to suspend trading in any security” if the Commission is of the opinion that the “public interest and the protection of investors so require.”⁸ Congress thus conferred upon the Commission the authority to impose time-limited trading restrictions “without any notice, opportunity to be heard, or findings based upon a record.”⁹ In imposing a trading suspension, the Commission aims to “alert the investing public that there is insufficient public information about the issuer upon which an informed investment judgment can be made or that the market for the securities may be reacting to manipulative forces or deceptive practices.”¹⁰ However, “factors cited by the Commission in its order as the basis for the [temporary] trading suspension . . . do not constitute an adjudication of fact or law with respect to those matters.”¹¹

⁶ *Bravo Enterprises, Ltd.*, Securities Exchange Act Release No. 73650 (November 20, 2014).

⁷ *Id.*

⁸ 15 U.S.C. § 78(k)(1)

⁹ *SEC v. Sloan*, 436 U.S. 103, 112 (1978); *see also, Sloan v. SEC*, 547 F.2d 152, 159 (2d Cir. 1976)

¹⁰ *Adopting Release: Rules of Practice*, 60 Fed. Reg. at 32787

¹¹ *Propose Rule: Initiation or Resumption of Quotations Without Specified Information*, 54 Fed. Reg. 39194, 39198 (Sep. 25, 1989)

The disposition of the Petition is controlled by Rule of Practice 550.¹² Specifically, the Rule provides the Commission with a “means for . . . review of Section 12(k)(1)(A) order set forth in our Rules of Practice is the filing of a petition pursuant to Rule 550(a) requesting that the [summary] suspension be terminated.”¹³ The Petition must present evidence as to why the “suspension of trading should not continue.”¹⁴

Argument in Support

The Petitioner’s Ebola-Related Application Represents a Bona Fide Business Engagement of the Petitioner

Pursuant to Exchange Act Release 73897, the Commission has provided the Petitioner with the Affidavit of Rebecca Isreal, which purports to “[set] forth the substantive facts before the Commission at the time of the trading suspension in the securities of [the Petitioner] (the “Affidavit”). A true and accurate copy of the Affidavit is attached as Annex A hereto. No further disclosure was made to the Petitioner in connection with this matter.

In its Petition, the Petitioner provided ample evidence that the development of the ebola-related mobile application was, in fact, a bona fide business opportunity that generated revenue for the Petitioner and that the Petitioner did complete the engagement. Specifically, on or about October 6, 2014, the Issuer entered into a contract with Mouse, LLC pursuant to which the Issuer would prepare the design elements of a mobile application owned by Mouse, LLC which would identify and track instances of Ebola outbreaks, relative to the location of the end user. A true and accurate copy of the contract is attached as Annex B hereto. For the design work, the Issuer was paid the sum of \$2,000 via wire transfer to the Issuer. A true and accurate copy of the Mouse, LLC wire transfer receipt and the Issuer’s redacted bank statement evidencing receipt of the funds is

¹² 17 C.F.R. §201.550

¹³ *Accredited Business Consolidators*, Securities Exchange Act Release No. 73420 (October 23, 2014)

¹⁴ *Id.*

attached as Annex C hereto. In addition to the cash compensation, the Issuer was granted a 15% royalty for its ongoing work maintaining the mobile application platform.

Subsequently, on October 28, 2014, the Issuer entered into another contract with Mouse, LLC pursuant to which the Issuer would provide the backend coding for the mobile application. A true and accurate copy of the contract is attached as Annex D hereto. For this engagement, Mouse, LLC would pay the Issuer the sum of \$8,100. A true and accurate copy of the Mouse, LLC wire transfer receipt and the Issuer's redacted bank statement evidencing receipt of the funds is attached as Annex E hereto.

Thus, the Petitioner: (a) duly contracted for the development of the ebola-related mobile application; and (b) was paid a reasonable amount in connection with the work performed. In its Petition, the Petitioner would even go as far to as to provide an internet link providing a video demonstration of the operable mobile application.¹⁵ The fact that a third party sought to have Petitioner develop a mobile application, the subject matter of which merely happened to pertain to instances of Ebola virus outbreak, in no way suggests that Petitioner sought to mislead or otherwise confuse the market. Rather, the Petitioner accepted compensation in exchange for bona fide services.

***The Petitioner's Public Disclosure was Accurate
& in no way Misleading***

In the Affidavit, the Commission alleges that the Petitioner caused "misleading" press releases to be issued that thereafter caused a "trading spike." However, such allegations lack merit when considered in light of the ample evidence provided in support of the validity of the transaction for development of the mobile application and its actual development. While the

¹⁵ Invany, D. (2014, November 28). EpideMapp Demonstration. Retrieved January 19, 2015, from <http://www.myriadim.com/client/mouse>

Commission, with full knowledge of both contracts entered into by and among the Petitioner and Mouse, LLC, together with sufficient proof of payment by Mouse, LLC to the Petitioner, casually ignores such evidence in attempting to paint the Petitioner as having embarked upon a willful scheme to mislead the investing public.

For instance, the Commission states the Petitioner's October 15, 2014 press release was misleading in that the project for the mobile application was "fully funded" and that "the company had already initiated design and development".¹⁶ What the Commission fails to acknowledge is that: (a) payment was tendered to Petitioner from Mouse; and (b) the development activities are the primary responsibility of Derek Ivany, the Petitioner's Chief Executive Officer such that outside costs related to the development would be minimal, if at all. In such regard, it is quite accurate to state that Petitioner would, in fact, bear much of the development costs, the overwhelming bulk of those costs being the time dedicated by Derek Ivany. The Petitioner notes further that as of September 30, 2014, the Petitioner reported a cash balance in excess of \$10,000.

On October 25, 2014, the Petitioner would provide an update as to its efforts in developing the mobile application stating "we have completed the majority of critical designs required to begin coding . . ." ¹⁷ As the Commission indicates, the Petitioner did, in fact, disclose in its Annual Report on Form 10-K for the period ending June 30, 2014, that it would have limited ability to fund new development absent an influx of working capital.¹⁸ However, the agreements with Mouse were entered into in October, six months after the close the Petitioner's fiscal year. Those two agreements came with cash infusions to the Petitioner that were earmarked specifically for the development of that mobile application in question. While the Commission seeks to make such

¹⁶ See Annex A at ¶ 10

¹⁷ See Annex A at ¶ 23

¹⁸ See Annex A at ¶ 14

arrangement appear out of the ordinary – it is anything but. The Petitioner markets its mobile application development services, and simply found a willing buyer for such services.

The Commission further claims that its contract itself with Mouse, LLC is misleading. The two (2) agreements with Mouse provide for the development of the mobile application but also provide the Petitioner with an ongoing fifteen (15%) percent royalty.¹⁹ Such arrangement would seemingly benefit the Petitioner insomuch that, as the Commission notes, the Petitioner had received a going concern opinion from its auditors. In such instance, a well-capitalized entity, such as Mouse, LLC, would be in a better position to successfully market the mobile application – which the Petitioner would earn a continual royalty from as a result of the capital expenditures of Mouse, LLC. That the Petitioner has described itself as having “developed several in house technologies which are 100% owned and operated by [Petitioner]” is not a limiting statement in that the Petitioner is claiming to have no interest in partnerships or similar arrangements. The Petitioner, in fact, has a number of wholly-owned technologies that it has developed internally.

The Petitioner’s Previous Operating History is Irrelevant and Offered Only as a Means to Cast Unwarranted Suspicion upon the Petitioner’s Operations

In the Affidavit, the Commission seeks to introduce facts that have little to no bearing on the validity of the trading suspension. Most notable among these allegations includes the Petitioner’s business relationship with Curt Kramer and Asher Enterprises, Inc.²⁰ While true that a loan was made to Petitioner, the Petitioner notes that the Commission identifies thirty-four (34) single transactions in the litigation proceeding, and undoubtedly is aware of 100’s if not 1,000’s of other transactions that Mr. Kramer and Asher Enterprises have been involved with.²¹ It would

¹⁹ See Annex A at ¶ 13

²⁰ See Annex A at ¶ 25

²¹ *Asher Enterprises, Inc.*, Securities Exchange Act Release No. 9485 (November 25, 2013)

seem that to single out the Petitioner for its involvement would be indicative unequal enforcement of the Exchange Act.

Similarly, the Commission alleges a “pump and dump” scheme embarked upon by the Petitioner in January, 2014.²² The Petitioner denies any allegations of paid promotions. The Petitioner notes further that the Commission does not put forth any evidence to suggest a relationship between the alleged actors and the Petitioner. Moreover, the Commission specifically alleges that Asher Enterprise was able to liquidate its position during the alleged “promotion” which would, given the tattered history of Asher, that Asher itself, not the Petitioner, may have, without Petitioner’s knowledge, created the promotion scheme.

Conclusion

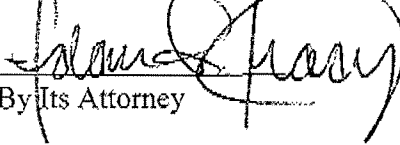
Petitioner contends that the trading suspension was unwarranted and has now caused significant damage to the Petitioner’s operations and shareholders, whereas the Petitioner’s disclosure in no way constituted a danger to the public. The basic facts remain; the Petitioner was contracted by a third party, and paid by a third party, to create a mobile application – the service which the Petitioner holds itself out to provide to potential customers. That the subject matter of the mobile application – again conceived by a third party, not the Petitioner, was the Ebola virus is immaterial. The transaction, as presented herein, was bona fide and the Petitioner derived financial benefit therefrom. The disclosures relating to the mobile application development were accurate; the market’s purported response to the same can only be attributed to the well accepted conclusion that the Ebola virus presents an ongoing challenge to the global medial community. For such reason, the Petition must be granted and the trading suspension terminated retroactively to November 18, 2014.

²² See Annex A at ¶ 27

Dated: January 19, 2015

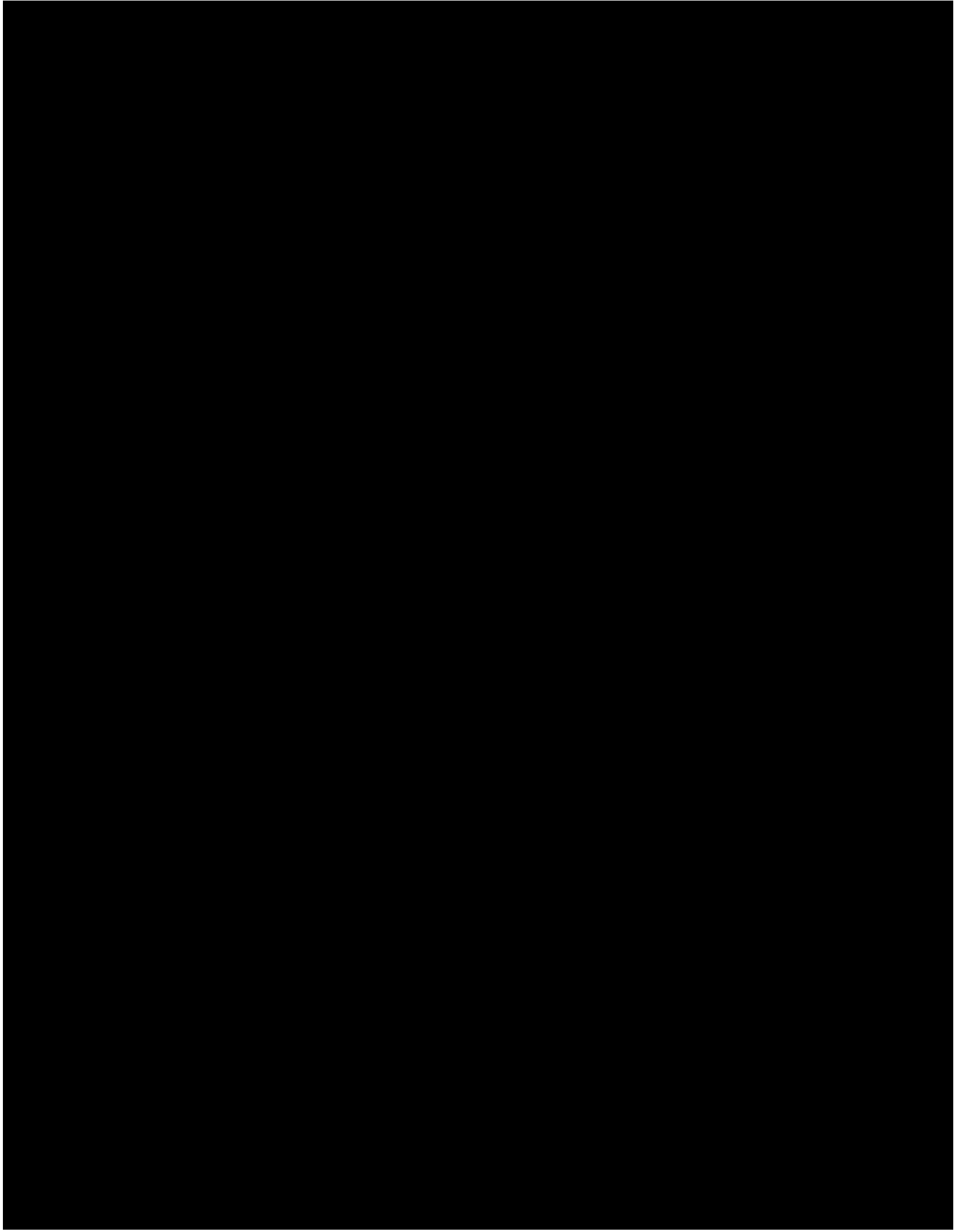
Respectfully submitted,

MYRIAD INTERACTIVE MEDIA INC


By Its Attorney

Adam S. Tracy
Securities Compliance Group Ltd

[REDACTED]



VERIFICATION

Under penalties of perjury, the undersigned, being duly sworn on oath, hereby deposes and states that he has read the foregoing Opening Brief in Support of Petition for Termination of Trading Suspension and is familiar with the facts and circumstances contained therein; and that the allegations contained therein are true and correct to the best of his knowledge and belief.

Dated: January 19, 2015

Derek Ivany
Derek Ivany, Director of Compliance

By: Derek Ivany

ANNEX A

UNITED STATES OF AMERICA
Before the
SECURITIES AND EXCHANGE COMMISSION

In the Matter of

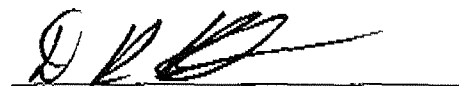
MYRIAD INTERACTIVE MEDIA, LLC.

Administrative Proceeding
File No. 3-16317

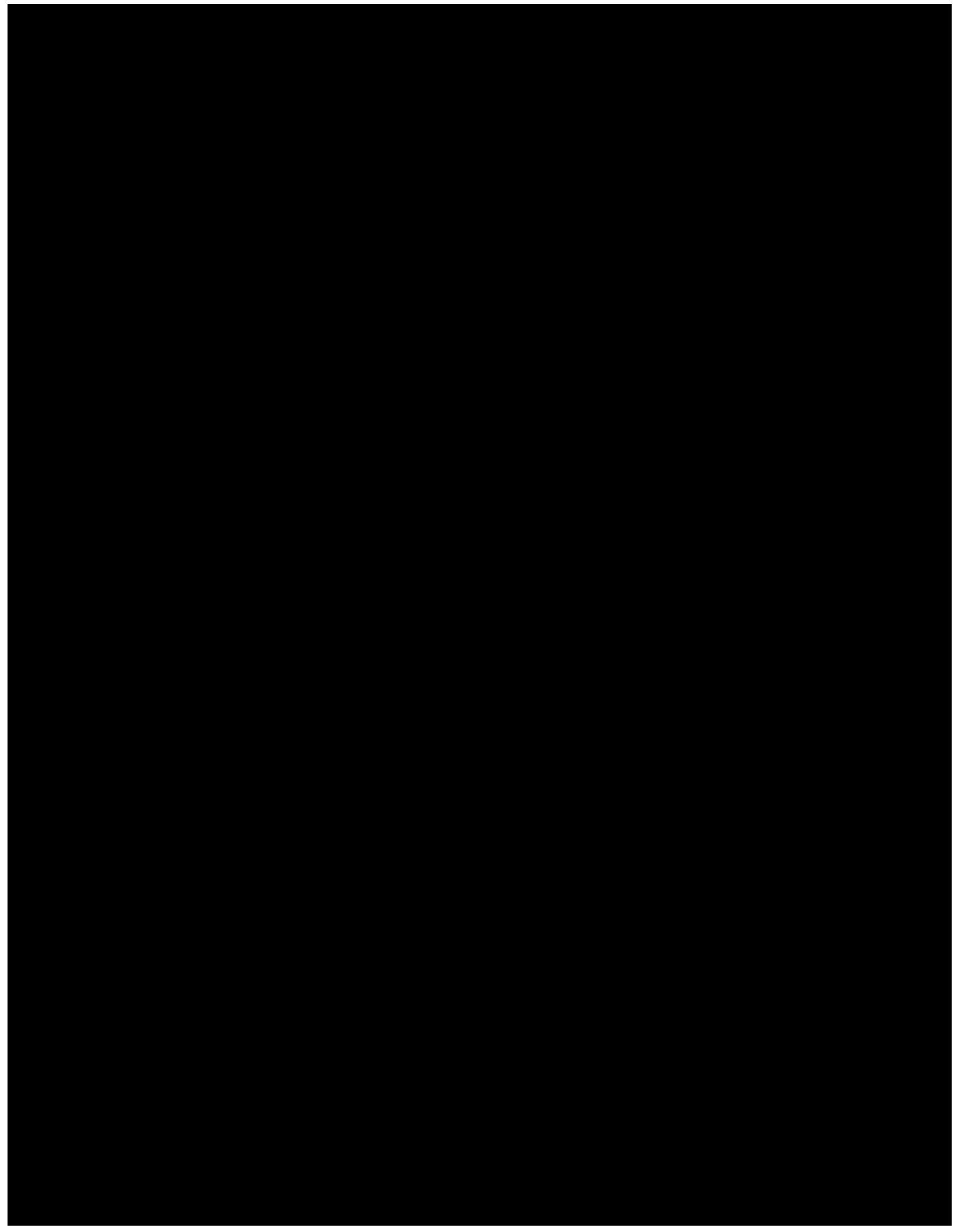
**INFORMATION BEFORE THE COMMISSION
AT THE TIME OF THE TRADING SUSPENSION**

Pursuant to the Commission's Order Requesting Additional Written Submissions regarding In the Matter of Myriad Interactive Media, LLC ("Myriad"), the Division of Enforcement has attached the affidavit of Rebecca Israel setting forth the substantive facts before the Commission at the time of the trading suspension in the securities of Myriad. The affidavit does not disclose privileged analysis or sensitive information about the staff's investigative methods.

By its attorneys,



Deena R. Bernstein
Senior Trial Counsel
Rebecca Israel
Senior Counsel
Securities & Exchange Commission
33 Arch Street, 23rd Floor
Boston, Massachusetts 02110
(617) 573-8813 (Bernstein)
(617) 573-4590 (Facsimile)



UNITED STATES OF AMERICA
Before the
SECURITIES AND EXCHANGE COMMISSION

In the Matter of

**MYRIAD INTERACTIVE MEDIA,
LLC,**

**Administrative Proceeding
File No. 3-16317**

AFFIDAVIT OF REBECCA ISRAEL

I, Rebecca Israel, hereby swear:

1. Since October 2014, I have been employed as an enforcement attorney with the U.S. Securities and Exchange Commission (the "Commission") in the Boston Regional Office in the Division of Enforcement ("Division"). My duties include conducting investigations related to potential violations of the securities laws. I was the lead investigator for the Division in this matter.

2. On November 18, 2014, the Division provided the following information to the Commission in support of the issuance of the Trading Suspension Order temporarily suspending trading in the securities of Myriad Interactive Media, LLC ("Myriad"), ticker symbol "MYRY." The Division did not have other communications with the Commission concerning the factual basis in support of the issuance of the Trading Suspension Order.

3. Myriad is a Delaware corporation with its principal place of business in Toronto, Canada. Myriad is a company purportedly engaged in developing "corporate websites, enterprise applications and mobile apps."

4. In the past year alone, Myriad has represented that it is involved in the Bitcoin "world" and the "marijuana sector," but now claims to be developing an "Ebola tracking app."

Prior to its purported involvement in Internet technologies, Myriad (originally incorporated in Nevada in 1990 under the name "Investor Club of the United States") operated under seven different corporate names and cycled through several business plans. The company's common stock has been registered pursuant to Section 12(g) since February 26, 2000 when the Form 10-12G filed in December 1999 by Myriad's predecessor (Planet411.com, Inc.) became effective.

5. Myriad's common stock (ticker "MYRY") is quoted on the OTC Pink marketplace on OTC Link operated by OTC Markets Group, Inc. As of October 31, 2014, Myriad's securities had eleven market makers and were eligible for the "piggyback" exception of Exchange Act Rule 15c2-11(f)(3).

Myriad's Purported Business Plans and Poor Financial Condition

6. In the past year alone, Myriad has represented that it is involved in the Bitcoin "world" and the "marijuana sector," but now claims to be developing an "Ebola tracking app." Myriad also announced in April 2014 that it had formed a "gaming" division to develop a smartphone game that it said was similar to the popular mobile game Candy Crush Saga.

7. Since the current CEO, Derek Ivany, took over in 2005, the company has cycled through the names "Ivany Mining Inc.," "Ivany Nguyen Inc.," and finally became "Myriad Interactive Media Inc." in July 2011. Myriad currently bills itself as an "interactive marketing and development firm" and describes its business as "focused on building in house applications and technologies that the company wholly owns and can drive revenue streams."

8. Myriad's Form 10-K filed on October 22, 2014, for the fiscal year ended June 30, 2014, reveals that Myriad has accumulated a deficit of \$13,120,993 since its inception and that Myriad's auditors have substantial doubt that Myriad will be able to continue as a going concern. The Form 10-K notes that Myriad's ability to pursue any significant business development

activities is dependent on further financing and that it currently does not have any “firm arrangements for the required equity financing.” Myriad also stated in its Form 10-K that it would “not be conducting any product research or development during the next 12 months.”

9. Despite the dire condition reported in its 10-K, Myriad has been issuing press releases, both before and after its Form 10-K filing, that tout a “fully fund[ed],” “state of the art Ebola tracking system” project that is “in development mode.”

Myriad Issued Misleading Press Releases about an “Ebola Tracking System” and a Purported Contract with “Mouse LLC” and Immediately Experienced a Trading Spike

10. In an October 15, 2014 press release, Myriad claimed that it “ha[d] been retained by Mouse LLC to develop a new Ebola tracking system.” According to the release, Myriad “signed a contract with Mouse, LLC that will fully fund the project . . . [and] will earn 15% in royalties from any or all revenue sources that are developed from the application.” CEO Ivany stated that “the company has already initiated design and development” and that “[t]he Ebola tracking system will have several unique features that we cannot reveal at this time because of trade secrets.”

11. Myriad’s claims are, at a minimum, misleading in light of the disclosures in its filings regarding Myriad’s inability to pursue development and the significant doubts about its viability. When one reads carefully through the “Mobile App Design Agreement,” contract with Mouse LLC that was attached to the Form 10-K, the misleading nature of the statements become even more apparent.

12. First, the contract that Myriad alleged “will fully fund” the project and grant Myriad 15% royalties actually provides for a one-time payment of only \$2,000 and contains no mention of royalty payments.

13. Second, the contract provides that Myriad “will not own any rights to any designs related to the disease tracking (DTE) platform,” and that ownership, copyright, and publishing rights to the website design project “belong to Mouse LLC as of October 5, 2014.” The allocation of ownership in the contract would likely be of interest to investors in a company that describes itself as a firm that “has developed several in house technologies which are 100% owned and operated by [Myriad].”

14. Myriad alleged in its October 24, 2014 press release that it had “divested itself” of its Bitcoin stock tracking website at a “substantial premium” (despite having announced the launch of this project just seven months prior as an “additional revenue source for the company, which would be generated primarily in the form of advertising.”).

15. The October 15, 2014 press release similarly contained an announcement that Myriad had sold its “CryptoCafe.com Bitcoin platform” – also to Mouse, LLC – because “Myriad has shifted focus to a handful of strategic projects and the Crypto Currency space is not one of our main focuses at this time.”

16. Additionally, Myriad touted its “fully funded” contract without disclosing the fact that the contract was with a related party entity; Alan Sosa, currently the largest shareholder of Myriad at 13% ownership, is the principal of Mouse LLC, a Virginia corporation created in September 2014.

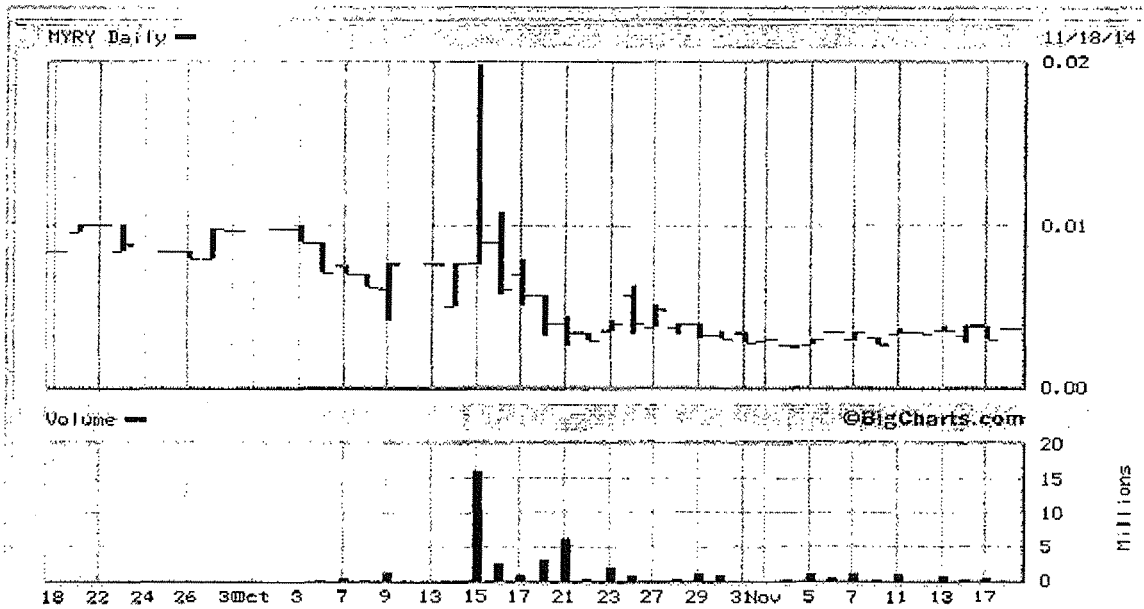
17. As Mouse has virtually no internet presence or publicly available records, the information about insider ownership, the paltry funding, and the nonexistent royalty provisions was not available to the investing public until Myriad filed its Form 10-K on October 22, 2014, well after the October 15, 2014 press release had made its market impact, as detailed below.

18. On October 15, 2014, Myriad’s trading volume increased to over 16 million shares and closed at \$0.009 per share.

19. For the three months prior to October 15, Myriad’s daily trading volume had consistently been below 500,000 (with the exception of an unexplained bump from October 7 through October 9, when the trading volume reached 1.3 million shares). During the same three-month period, Myriad was the subject of three penny stock touts identified by the staff.

20. After October 15, the share price fell, reaching a low of \$0.0029 and closing at \$0.003 per share on October 22, 2014, the day that the Form 10-K was filed.

21. A chart reflecting the price and volume fluctuations for Myriad during the past two months is included below.



22. Even after the October 22 filing of the Form 10-K that called into question many of the statements in the October 15 press release, Myriad continued to disseminate the same misleading claims about the Ebola tracking app to the investing public.

23. On October 24, 2014, Myriad issued another press release that included an “*Ebola Tracking System Project Update*,” in which Ivany was quoted, claiming “we have completed the majority of critical designs required to begin coding . . . [w]e are now in development mode on the app and are moving at full speed.”

24. Given Myriad’s disclosures in its Form 10-K about its inability to engage in product development over the next twelve months, it is unclear what Ivany could possibly be referring to here. Further, the only relevant contract with Mouse LLC that was attached to the Form 10-K was extremely limited in duration (stating that it “continues through the 20th of October, 2014, at which point all Work is expected to be completed to [Mouse LLC’s] satisfaction”). Thus, there is inadequate information to assist investors in verifying these claims.

Association with Curt Kramer and Earlier Pump and Dump in January 2014

25. Curt Kramer, a notorious promoter and provider of “toxic” microcap financing, controls Asher Enterprises, Inc., with whom Myriad entered into several convertible promissory notes for a total of \$107,500. The last of these notes was due on February 12, 2014. Kramer is known as a “toxic” financier because of the onerous terms habitually associated with his provision of capital, such as high-interest loans that he can convert into stock at deep discounts to market price.

26. In November 2013, the SEC announced a \$1.4 million settlement with Kramer and his promotion firms (Mazuma Funding Corporation and Mazuma Holding Corporation) for violations of Sections 5(a) and 5(c) of the Securities Act. *See* SEC Release No. 9485. Kramer has also been the subject of numerous FINRA referrals, and FINRA also recently denied an issuer’s application for a 1-for-2,000 reverse share split because of its association with Kramer and Asher (to whom the issuer, EcoloCap, had sold convertible notes in 2013).

27. In December 2013 and January 2014, Myriad made numerous announcements about purported business plans related to Bitcoin and was actively promoted by two stock promotion entities named "Best Damn Pennies" and "Wall St. Cheat Sheet." Myriad's share price and trading volume correspondingly ballooned for the duration of the promotional activity, while Asher Enterprises sold about 25.7 million Myriad shares for proceeds of approximately \$311,000 over the same time period. Immediately thereafter, on January 17, 2014, Myriad issued a press release stating that it had "eliminated all Asher enterprises debt from the company."

28. Whereas in the three months prior to December 10, 2013, Myriad's share price fluctuated between \$0.002 and \$0.012, and its average daily trading volume was roughly 300,000 shares, Myriad's share price shot up between December 10, 2013 (the date of the first Bitcoin-related press release) and January 15, 2014, fluctuating between \$0.04 and \$0.68. On January 14, 2014, FINRA staff scheduled an interview with CEO Ivany to discuss Myriad's financial conditions and operations but Ivany does not appear to have responded to FINRA's repeated requests for information.

Conclusion

29. A trading suspension is warranted because, among other factors, Myriad misrepresented its funding agreement and failed to disclose the related party information in its October 15 press release, which was followed by a spike in trading volume and share price, and continued to make similar misleading statements in its October 24 press release. Viewed in light of its actions over the past year, Myriad appears to be engaged in an active and ongoing campaign to pump up the price and volume of its securities through a number of suspicious or

materially misleading claims in press releases, including a recent focus on the Ebola crisis after earlier attempts to capitalize on the popularity of Bitcoin and medical marijuana.

Rebecca Israel

Rebecca Israel
Senior Counsel
Securities & Exchange Commission
33 Arch Street, 23rd Floor
Boston, Massachusetts 02110
(617) 573-4582

Dated: 1/5/15

On Jan. 5th, 2015, Rebecca Israel, a person known to me, personally appeared before me and swore under oath the foregoing Affidavit.

Stephanie Desisto

Notary Public
Commission expires:



STEPHANIE DESISTO
Notary Public
Commonwealth of Massachusetts
My Commission Expires
April 9, 2015

ANNEX B

MOBILE APP DESIGN AGREEMENT

Set forth this 6 day of October 2014, this agreement ("Agreement") is entered into between Mouse LLC, known for the purpose of this Agreement as "Client," and Myriad Interactive Media Inc., hereafter known as "Designer." The Agreement refers to the following website design project(s) (hereafter referred to as "Work"):

SERVICES

Detailed description of the project(s) that applies to this Agreement is:

Scope of work: Graphic Design	Service Type
Launch Screen, Intro & LOGO Screen	Design
Interactive Map Design(s)	Included
News Feed Screen(s)	Included
Twitter Feed Screen(s)	Included
Disease Alert Screen	Included
Disease Proximity Screen	Included
Symptoms, Info, Faq's, History Screens	Included
Disease Growth / Death Screens	Included
About / Contact (if applicable)	Included

Myriad Interactive Media Inc. will provide the following consulting and production services to Mouse LLC during the Term (the "Services"): (a) Myriad will complete full design reviews on all its graphic design production where the Company is involved in order to ensure that the future mobile application development results in the necessary number of solid scaleable code efficient and compliant reference builds to be adapted across various

generic browsers and platforms within the iOS mobile environment; (b) Myriad will undertake the future development of the graphic design element(s) by utilizing the creatives designed by Myriad on a mutually agreed upon creative delivery schedule after the graphic design process.

Myriad will not own any rights to any designs related to the disease tracking (DTE) platform.

Upon any future public release of the DTE platform, Myriad agrees to operate and maintain the platform in exchange for 15% of net revenues generated by the platform. This operating and maintaining includes fixing and debugging code, maintaining and ensuring data feeds, answering customer questions, etc.

The parties will issue a mutually acceptable joint press release announcing that the design and future mobile application were developed by Myriad, and will work together to issue future press releases related to any other Applications developed using the Technology (if applicable). The parties shall work together to issue publicity and general marketing communications concerning their relationship under this Agreement, as well as to release a mutually beneficial case study. Solely for the purpose of marketing and promoting the relationship under this Agreement, each party hereby grants to the other party the right to use and display its trade-marks, logos and trade names for the sole purpose of marketing and promoting the relationship under this Agreement, subject to compliance by the other party with such party's trade-mark guidelines as provided from time to time. Neither party shall issue such publicity and general marketing communications concerning their relationship under this Agreement without the prior written consent of the other party of the form of such usage (not to be unreasonably withheld or delayed). Neither party shall disclose the terms of this Agreement to any third party other than its outside counsel, auditors, and financial and technical advisors, except as required by law or pursuant to a non-disclosure agreement containing confidentiality obligations at least as restrictive as those contained in Article 10 of the Standard Terms and Conditions.

Each of the parties agrees that it will not make or permit any representation about the other party's products and/or services except as expressly authorized by such party. Except as set out in this Agreement, neither party has any actual, apparent, express or implied authority to make or permit any representation, warranty, contract or commitment on behalf of the other party.

The parties acknowledge and agree that the relationship under this Agreement shall be non-exclusive and that either party shall be permitted to enter into a similar arrangement or agreement with any other party without restriction. This Agreement does not create any agency or partnership relationship.

This Agreement may be signed by facsimile and in counterpart originals, which collectively, when each of the Parties have signed a counterpart, shall have the same legal effect as if all signatures had appeared on the same physical document.

Except as expressly stated herein, nothing in this Agreement constitutes a grant by either party of any license or other right (whether express or implied) to any of the other party's technology or intellectual property. All rights not expressly granted hereunder are reserved by each party.

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

Client and Myriad agree to the following provisions:

DURATION: This Agreement commences on the day listed above, and continues through the **20th of October, 2014**, at which point all Work is expected to be completed to Client's satisfaction. Extensions may be requested by Myriad, and granted or denied by the Client. However content yet to be confirmed and signed off on might cause a delay.

PAYMENT: Client agrees to pay Myriad **\$2000 with taxes included** for the mobile application **iOS graphic design screens**. Payment is due on or before **Oct 10 2014**.

ADDITIONAL PAYMENT: Client agrees to pay Myriad expenses for **added expenses agreed upon by Client and Myriad for any work designed which is outside the Scope/work load of this initial agreement**, assuming Myriad provides proper documentation (e.g., receipts, details on why). Any added changes outside of the Scope will be discussed with Mouse, LLC. Prior to commencing any added design features not documented in the original scope.

CHANGES: Any changes made to the original description as outlined above will result in Myriad charging additional fees of **Standard \$60.00 per hour**. Should Myriad request and Client agree to an extension of time, Client will not be required to pay Myriad any additional funds at the same rate for the completion of the project.

CLIENT RESPONSIBILITIES: Client agrees to provide Myriad with **Content Requirements not already discussed** so that the Work may be completed on time and to Client's satisfaction.

CONFIDENTIALITY: Client and Myriad agree to discuss the Work listed above with only one another.

RIGHTS: Rights, including copyright, ownership, and publishing rights, to this Work belong to **Mouse LLC** as of **Oct 5 2014**.

RELATIONSHIP: This Agreement does not imply any other relationship between Client and Myriad. Any further work requested by Client and/or suggested by Myriad must be governed under a separate agreement which refers to the subsequent mobile development of the application designs into interactive screens for iOS.

This undersigned consent to all the provisions in this Agreement, signed this **6th** day of **October, 2014**.

Derek Ivany

Myriad Interactive Media Inc.

Signature

Alan Sosa

Mouse, LLC

Signature

ANNEX C

Recipient Transfer

Page 1 of 1

RECEIPT
Recipient Transfer

Reference Number [REDACTED]

Branch [REDACTED] STB BRADLEE

Payment Amount 2,000.00 USD

Rate

Contract Number

Debit Amount 2,000.00 USD

Charge Party None

Send Date [REDACTED]

Value Date [REDACTED]

Time: 09:22

Consumer X-Border Not D-F

Debit Party

D/1000162685779

[REDACTED]

Recipient

Is Recipient a Bank? No

/7301741

[REDACTED]

Pay Through Bank

S/CIBCCATTMPS

CIBC

TORONTO

Recipient's Bank

S/TDOMCATTOR

TORONTO DOMINION BANK, THE

TORONTO DOMINION TOWER

55 KING STREET WEST AND BAY STREET

TORONTO, CA

**Bank to Bank
Information**

**Originator to Recipient
Information**

Epidem App Design



ERIN BRANCH

TD Canada Trust

TTY: 1-800-361-1180

TDCDA71400_1991773_005 E R 02204 04001

MYRIAD INTERACTIVE MEDIA INC.

Statement of Account		Account Type	Statement From - To
Branch No.	Account No.	BUSINESS CHEQUING ACCOUNT - USD EVERY DAY A	SEP 30/14 - OCT 31/14
2204	[REDACTED]		Page 1 of 1

DESCRIPTION	CHEQUE/DEBIT	DEPOSIT/CREDIT	DATE	BALANCE
BALANCE FORWARD			SEP 30	17.0900
141009S7241000WIRE		1,967.50	OCT09	
141009S7241100WIRE		3,967.50	OCT09	
IJ324 TFR-TO 5208720	5,900.00		OCT09	17.91
141023S2639400WIRE		2,482.50	OCT23	
IL505 TFR-TO 5208720	2,500.00		OCT23	0.41
141029S9967200WIRE		8,067.50	OCT29	
WIRE TO CUSTOMER	1,210.09		OCT29	6,857.82
HD495 TFR-TO 5208720	6,800.00		OCT30	57.82
MONTHLY PLAN FEE	17.00		OCT31	
OVERDRAFT INTEREST	0.08		OCT31	40.74
0 CHQS ENCLOSED NEXT STATEMENT DATE IS NOV 28/14				
MONTHLY AVER. CR. BAL.				\$232.56
MONTHLY MIN. BAL.				\$17.0900
DEP CONTENT- CASH 0				ITEMS 0 UNC BATCH 0
				No. Amount
Credits				4 16,485.00
Debits				6 16,427.17

Please ensure that you report in writing any errors or irregularities found within this statement within 30 days of the statement date. If you do not, the statement of account shall be conclusively deemed correct except for any amount credited to the account in error.

The deposit evidenced by this instrument does not constitute a deposit that is insured under the Canada Deposit Insurance Corporation Act.

Accounts issued by THE TORONTO-DOMINION BANK

011996

TDCDA71400_1991773_005 - 0044001

ANNEX D

MOBILE APP DESIGN AGREEMENT

Set forth this **28** day of **October 2014**, this agreement ("Agreement") is entered into between **Mouse LLC**, known for the purpose of this Agreement as "Client," and **Myriad Interactive Media Inc.**, hereafter known as "Designer." The Agreement refers to the following mobile app development project(s) (hereafter referred to as "Work"):

SERVICES

Detailed description of the project(s) that applies to this Agreement is:

Scope of work: Graphic Design	Service Type
Launch Screen Coding / iOS Development	Design
Interactive Map Design Coding / iOS Development	Included
News Feed Screen Coding / iOS Development	Included
Twitter Feed Screen Coding / iOS Development	Included
Disease Alert Coding / iOS Development	Included
Disease Proximity Coding / iOS Development	Included
Symptoms, Info, Faq's, History - Coding / iOS Development	Included
Landing Page Coding / iOS Development	Included
Misc. Page Coding / iOS Development	Included

Myriad Interactive Media Inc. will provide the following consulting and production services to Mouse LLC during the Term (the "Services"): (a) Myriad will complete full development reviews on all its iOS production where the Company is involved in order to ensure that the mobile application development results in a stable build for the iOS mobile environment;

Myriad will not own any rights to any designs related to the disease tracking (DTE) platform

The parties will issue a mutually acceptable joint press release announcing that the design and future mobile application were **developed by Myriad**, and will work together to issue future press releases related to any other Applications developed using the Technology (if applicable). The parties shall work together to issue publicity and general marketing communications concerning their relationship under this Agreement, as well as to release a mutually beneficial case study. Solely for the purpose of marketing and promoting the relationship under this Agreement, each party hereby grants to the other party the right to use and display its trade-marks, logos and trade names for the sole purpose of marketing and promoting the relationship under this Agreement, subject to compliance by the other party with such party's trade-mark guidelines as provided from time to time. Neither party shall issue such publicity and general marketing communications concerning their relationship under this Agreement without the prior written consent of the other party of the form of such usage (not to be unreasonably withheld or delayed). Neither party shall disclose the terms of this Agreement to any third party other than its outside counsel, auditors, and financial and technical advisors, except as required by law or pursuant to a non-disclosure agreement containing confidentiality obligations at least as restrictive as those contained in Article 10 of the Standard Terms and Conditions.

Each of the parties agrees that it will not make or permit any representation about the other party's products and/or services except as expressly authorized by such party. Except as set out in this Agreement, neither party has any actual, apparent, express or implied authority to make or permit any representation, warranty, contract or commitment on behalf of the other party.

The parties acknowledge and agree that the relationship under this Agreement shall be non-exclusive and that either party shall be permitted to enter into a similar arrangement or agreement with any other party without restriction. This Agreement does not create any agency or partnership relationship.

This Agreement may be signed by facsimile and in counterpart originals, which collectively, when each of the Parties have signed a counterpart, shall have the same legal effect as if all signatures had appeared on the same physical document.

Except as expressly stated herein, nothing in this Agreement constitutes a grant by either party of any license or other right (whether express or implied) to any of the other party's technology or intellectual property. All rights not expressly granted hereunder are reserved by each party.

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

Client and Myriad agree to the following provisions:

DURATION: This Agreement commences on the day listed above, and continues through the **15th of November, 2014**, at which point all Work is expected to be completed to Client's satisfaction. Extensions may be requested by Myriad, and granted or denied by the Client. However content yet to be confirmed and signed off on might cause a delay.

PAYMENT: Client agrees to pay Myriad **\$8100 with taxes included for the mobile application iOS development and desktop landing page**. Payment is due on or before **Nov 1 2014**.

ADDITIONAL PAYMENT: Client agrees to pay Myriad expenses for **added expenses agreed upon by Client and Myriad for any work designed which is outside the Scope/work load of this initial agreement**, assuming Myriad provides proper documentation (e.g., receipts, details on why). Any added changes outside of the Scope will be discussed with Mouse, LLC. Prior to commencing any added design features not documented in the original scope.

CHANGES: Any changes made to the original description as outlined above will result in Myriad charging additional fees of **Standard \$60.00 per hour**. Should Myriad request and Client agree to an extension of time, Client will not be required to pay Myriad any additional funds at the same rate for the completion of the project.

CLIENT RESPONSIBILITIES: Client agrees to provide Myriad with **Content Requirements not already discussed** so that the Work may be completed on time and to Client's satisfaction.

CONFIDENTIALITY: Client and Myriad agree to discuss the Work listed above with only one another.

RIGHTS: Current Design Rights, including copyright, ownership, and publishing rights, to this Work belong to **Mouse LLC as of Oct 28 2014**.

RELATIONSHIP: This Agreement does not imply any other relationship between Client and Myriad. Any further work requested by Client and/or suggested by Myriad must be governed under a separate agreement which refers to the subsequent mobile development of the application designs into interactive screens for iOS.

This undersigned consent to all the provisions in this Agreement, signed this **28th day of October, 2014**.

Derek Ivany

Myriad Interactive Media Inc.



Signature

Alan Sosa

Mouse, LLC



Signature

ANNEX E

← Recipient Transfer

Page 1 of 1

RECEIPT Recipient Transfer

Reference Number [REDACTED]

Branch	[REDACTED]	STB BRADLEE	Rate	Contract Number	
Payment Amount	8,100.00	USD		Charge Party	None
Debit Amount	8,100.00	USD			

Send Date	29OCT2014	Value Date	29OCT2014	Time:	13:03
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Consumer X-Border Not D-F

Debit Party

TXL 0001 07605770
 [REDACTED]
 [REDACTED]

Recipient

Is Recipient a Bank? No

MYRIAD INTERACTIVE MEDIA INC

[REDACTED]
 [REDACTED]
 CANADA

Pay Through Bank

S/CIBCCATTMPS
 CIBC
 TORONTO

Recipient's Bank

S/TDOMCATTOR
 TORONTO-DOMINION BANK, THE
 TORONTO DOMINION TOWER
 55 KING STREET WEST AND BAY STREET
 TORONTO, CA

**Bank to Bank
Information**

**Originator to Recipient
Information**

COMPLETION OF EPIDEMAPP APP



EPIN BRANCH
[REDACTED]

TD Canada Trust

TD0DA71400_1991773_005 E R 02204 04001

MYRIAD INTERACTIVE MEDIA INC.
[REDACTED]

Statement of Account		Account Type	Statement From To
Branch No.	Account No.	BUSINESS CHEQUING ACCOUNT - USD EVERY DAY A	SEP 30/14 - OCT 31/14
2204	[REDACTED]		Page 1 of 1

DESCRIPTION	CHEQUE/DEBIT	DEPOSIT/CREDIT	DATE	BALANCE
BALANCE FORWARD			SEP30	17.0900
141009S724100WIRE		1,967.50	OCT09	
141009S7241100WIRE		3,967.50	OCT09	
IJ324 TFR-TO 5208720	5,900.00		OCT09	17.91
141023S2639400WIRE		2,482.50	OCT23	
IL505 TFR-TO 5208720	2,500.00		OCT23	0.41
141029S9967200WIRE		8,067.50	OCT29	
WIRE TO CUSTOMER	1,210.09		OCT29	6,857.82
HD495 TFR-TO 5208720	6,800.00		OCT30	57.82
MONTHLY PLAN FEE	17.00		OCT31	
OVERDRAFT INTEREST	0.08		OCT31	40.74

0 CHQS ENCLOSED NEXT STATEMENT DATE IS NOV 28/14			
MONTHLY AVER. CR. BAL.	\$232.56	Credits	4 16,485.00
MONTHLY MIN. BAL.	\$17.0900	Debits	6 16,427.17
DEP CONTENT- CASH 0	ITEMS 0	UNC BATCH 0	

[REDACTED]

Please ensure that you report in writing any errors or irregularities found within this statement within 30 days of the statement date. If you do not, the statement of account shall be conclusively deemed correct except for any amount credited to the account in error.

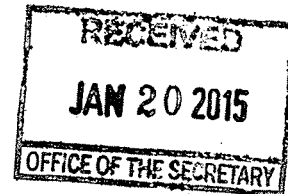
The deposit evidenced by this instrument does not constitute a deposit that is insured under the *Canada Deposit Insurance Corporation Act*.

Accounts issued by: THE TORONTO-DOMINION BANK

TD0DA71400_1991773_005 - 0044001 011994



January 20, 2015



Via Fax (202) 772-9324 & Hand Delivery

Mr. Bert J. Fields
Office of the Secretary
100 F Street, NE
Washington DC 20549

**Re: In the Matter of Myriad Interactive Media, Inc.
Administrative Proceeding File No. 3-16317**

Dear Mr. Fields,

To follow you will find a copy of Myriad Interactive Media, Inc.'s Opening Brief in Support of its Petition for Termination of Trading Suspension for filing with the Commission. Pursuant to Rule of Practice 151(a), a hard copy will follow by hand delivery. Thank you for your time and consideration.

Yours very truly,

A handwritten signature in black ink that reads "Adam S. Tracy".

Adam S. Tracy, Esq.

cc: J. Lauchlan Wash [REDACTED]

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800 W 5TH AVENUE
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9107 WILSHIRE BLVD.
SUITE 480
BEVERLY HILLS, CA 90210