



**Punch Television Network, Inc.**  
*Are You Thirsty Yet?*

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Attn: Steven Samblis; the Board of Directors and shareholders IC Places, Inc.

This letter shall serve as formal notice to all interested parties that Punch Television Network, Inc. hereby rescinds the Asset Purchase Agreement (the "Agreement") executed on July 10, 2012 between IC Places, Inc. and Punch Television Network, Inc.

Punch rescinds the Agreement in accordance with California Civil Code § 1689(b)(1)<sup>1</sup> on the grounds that consent was obtained through the fraudulent actions<sup>2</sup> of Steven Samblis, specifically the fraudulent concealment of his employment agreement with IC Places, Inc. (formerly Graystone Park Enterprises, Inc.). This employment agreement is wholly inconsistent with the Asset Purchase Agreement and inconsistent with the employment agreement between Joseph Collins and IC Punch Media, Inc. Had the terms of Steven Samblis' employment agreement been disclosed during due diligence, Punch Television Network, Inc. would not have entered into the Agreement.

Mr. Samblis' continued unilateral enforcement of his employment agreement has prevented, and will continue to prevent IC Punch Media, Inc. from functioning efficiently and developing to its full potential.

This letter shall also serve as a cease and desist to Steven Samblis and the Board of Directors of IC Punch Media and any and all other Parties, effective immediately, to stop conducting business under the name IC Punch Media, Inc., or any derivative thereof; and to stop any use of the names Punch Television, Punch TV, Punch Media or any other term using the Punch name, in any marketing, transactional, publicity, promotional or any other business matter.

Further, demand is hereby made that Steven Samblis and the Board of Directors of IC Punch Media, Inc. shall immediately change the name of the company from IC Punch Media, Inc. to any name that does not use the term Punch.

Finally, a recommendation is hereby made that Steven Samblis and the Board of Directors of IC Punch Media, Inc. should file a Form 8-K with the SEC within 4 days of this letter disclosing the rescission of the Agreement and the name change from IC Punch Media, Inc.

Regards,

Joseph Collins  
Chief Executive Officer/Chairman  
Punch Television Network, Inc.

Cc: Shaune Arnold, Esq.  
Mark Castleman

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<sup>1</sup> California Civil Code § 1689(b)(1) states that **a party to a contract may rescind the contract if the consent of the party rescinding**, or of any party jointly contracting with him, **was given by** mistake, or obtained through duress, menace, **fraud**, or undue influence, **exercised by or with the connivance of the party as to whom he rescinds**, or of any other party to the contract jointly interested with such party. *[Emphasis added]*.

<sup>2</sup> California Civil Code §§ 1572 defines "actual fraud" as misrepresentation with intent to deceive; and § 1573 defines "constructive fraud" as misleading conduct without fraudulent intent to the prejudice of the other party. The type of fraud sufficient to support a unilateral rescission may be either an "actual fraud" or a "constructive fraud,"