

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

See attached bankruptcy court order for details

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
U.S. Bankruptcy Court		06/27/2003	federal judicial court: UNITED STATES

RECEIVING PARTY DATA

Name:	CB Technologies, Inc.
Street Address:	350 Eagleview Boulevard
City:	Exton
State/Country:	PENNSYLVANIA
Postal Code:	19341
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Serial Number:	76219315	EDC UNPLUGGED
Registration Number:	2661247	METATRIAL
Registration Number:	2603110	ELECTRONIC CLINICAL INTELLIGENCE
Registration Number:	2440382	ECI
Registration Number:	2455073	CB TECHNOLOGIES
Registration Number:	2455072	CB TECHNOLOGIES

CORRESPONDENCE DATA

Fax Number: (919)286-8199

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 919 286-8122

Email: PTO_TMConfirmation@mvalaw.com

Correspondent Name: Moore & Van Allen PLLC

Address Line 1: 2200 West Main Street

Address Line 2: Suite 800

Address Line 4: Durham, NORTH CAROLINA 27705

900002473

TRADEMARK
REEL: 002730 FRAME: 0944

OP \$165.00 76219315

ATTORNEY DOCKET NUMBER:

017625-2451

NAME OF SUBMITTER:

Steven D. Thomas

Total Attachments: 11

source=term-si_#page1.tif

source=term-si_#page2.tif

source=term-si_#page3.tif

source=term-si_#page4.tif

source=term-si_#page5.tif

source=term-si_#page6.tif

source=term-si_#page7.tif

source=term-si_#page8.tif

source=term-si_#page9.tif

source=term-si_#page10.tif

source=term-si_#page11.tif

UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

In re: : Chapter 11
:
CB TECHNOLOGIES, INC., :
:
Debtor. : CASE NO. 03-12393 (BIF)

ORDER: (A) APPROVING ASSET PURCHASE AGREEMENT WITH VIPS, INC.; (B) AUTHORIZING SALE OF SUBSTANTIALLY ALL OF DEBTOR'S ASSETS FREE AND CLEAR OF LIENS, CLAIMS AND ENCUMBRANCES; (C) AUTHORIZING ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES; AND (D) GRANTING RELATED RELIEF

AND NOW, upon the Motion dated May 28, 2003 (the "Sale Motion")¹ of CB Technologies, Inc. (the "Debtor") for an order, inter alia, authorizing the sale of substantially all of the Debtor's assets free and clear of liens, claims, interests and encumbrances, and the assumption and assignment of certain executory contracts and unexpired leases (collectively, the "Assets"), pursuant to and as described in an Asset Purchase Agreement dated as of May 28, 2003 (the "Agreement") between the Debtor, as seller, and ViPS, Inc., a Maryland corporation (the "Buyer"), as buyer, and the Court having considered (i) the Sale Motion and (ii) the objections, if any, thereto; and based upon the record in this case and the hearing on the Sale Motion, and after due deliberation; and good cause appearing therefor,

¹ Unless otherwise defined, capitalized terms used herein shall have the meaning ascribed to them in the Agreement.

IT IS HEREBY FOUND AND DETERMINED THAT:²

A. This Court has jurisdiction over the Sale Motion pursuant to 28 U.S.C. §§ 157 and 1334. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409. This is a core proceeding under 28 U.S.C. § 157(b)(2)(A), (M), (N) and (O).

B. As evidenced by the certificates of service filed with the Court, and based on the representations of counsel at the Sale Hearing, (i) proper, timely, adequate and sufficient notice of the Sale Motion, the Sale Hearing and the Asset Sale has been provided in accordance with sections 102(l), 363 and 365 of the Bankruptcy Code and Bankruptcy Rules 2002, 6004 and 6006 and 9014 and in substantial compliance with this Court's Bid Procedures Order entered in this case, (ii) such notice was good and sufficient and appropriate under the particular circumstances, and (iii) no other or further notice of the Asset Sale, the Sale Motion, or the Sale Hearing is required, except as provided herein.

C. A reasonable opportunity to object or be heard regarding the relief requested in the Sale Motion has been afforded to all interested persons and entities, including, without limitation, (i) the United States Trustee; (ii) the Official Committee of Unsecured Creditors; (iii) secured lenders or their counsel; (iv) the parties who have requested service of notice pursuant to Fed. R. Bank. P. 2002; (v) all entities known to the Debtor to have expressed a bona fide interest in the transaction with respect to any of the Assets during the past year; (vi) all entities known to have asserted an interest in or lien against any of the Assets; (vii) all non-debtor parties to Assigned Contracts; (ix) counsel to the Buyer; (x) the Internal Revenue Service; (xi) such other

² Findings of fact shall be construed as conclusions of law and conclusions of law shall be construed as findings of fact, when appropriate. See Fed. R. Bankr. P. 7052.

entities as may be identified by the Buyer; and (xi) the taxing division of the Commonwealth of Pennsylvania.

D. The procedures established pursuant to the Sale Procedures Order afforded a full, fair and reasonable opportunity for any entity to make a higher or better offer to purchase the Assets and Assigned Contracts and no higher or better offer has been made.

E. The Debtor has demonstrated that it is an exercise of its sound business judgment to sell the Assets and to assume and assign the Assigned Contracts to the Buyer in connection with the consummation of the Agreement, and that approval of the Agreement, assumption and assignment of the Assigned Contracts, and sale of the Assets pursuant thereto is in the best interests of the Debtor, its estate, and its creditors.

F. The sale must be completed immediately in order to preserve the Debtor's going concern value and, as a result, good and sufficient business justification exists for the immediate sale of the Assets and assumption and assignment of the Assigned Contracts to the Buyer outside of a plan of reorganization.

G. The Buyer is not an insider, as that term is defined in the Bankruptcy Code, of the Debtor. Furthermore, no insiders of the Debtor are receiving or retaining any benefit, property or payments in connection with the sale of the Assets or the assumption and assignment of the Assigned Contracts, except to the extent such insiders (i) have allowed claims against the Debtor and, as a result, may participate in a distribution of sale proceeds, (ii) are parties to Assigned Contracts, or (iii) are guarantors of obligations that will be reduced as a result of the sale.

H. The Agreement was negotiated, proposed and entered into by the Debtor and Buyer without collusion, in good faith, and as a result of arm's length bargaining. The Buyer is a

good faith purchaser under Section 363(m) of the Bankruptcy Code and, as such, is entitled to the protections afforded thereby. Neither the Debtor nor the Buyer has engaged in any conduct that would cause or permit the Agreement to be avoided under Section 363(n) of the Bankruptcy Code.

I. In the absence of a stay pending appeal, the Buyer will be acting in good faith within the meaning of Section 363(m) of the Bankruptcy Code in closing the transactions contemplated by the Agreement at any time after the entry of this Order.

J. The Debtor may sell the Assets and Assigned Contracts free and clear of all liens, claims, interests and encumbrances, because each entity with an interest in any of the Assets has consented to such sale, is deemed to have consented to such sale, or could be compelled in a legal or equitable proceeding to accept a money satisfaction of such interest. Specifically, Commerce Bank N.A. and its affiliates (collectively, the "Bank") consents to the sale to the Buyer.

K. The Debtor has good title to the Assets and Assigned Contracts and, accordingly, the transfer of the Assets and Assigned Contracts to the Buyer pursuant to the Agreement will be a legal, valid, and effective transfer of the Assets and Assigned Contracts.

L. Upon payment of the sums set forth on Exhibit "A" hereto to the nondebtor party to each of the Assigned Contracts, all defaults, obligations and liabilities under the Contracts arising prior to the Closing Date or related to the acts or failures to act of the Debtor prior to the Closing Date and all pecuniary loss related thereto, whether matured or contingent, liquidated or unliquidated (collectively, the "Cure Amounts"), shall be cured and satisfied as required by Section 365(b)(1)(A) and (B) of the Bankruptcy Code.

M. The Debtor presently believes that, after payment of any amounts to be deducted from the Purchase Price pursuant to this Order, as well as payment of all other sums that must be distributed prior to any distribution to unsecured, non-priority creditors, the sum of will be available for distribution to unsecured, non-priority creditors.

N. The Buyer has provided adequate assurance of future performance under the Assigned Contracts, as required by Section 365(b)(1)(C) of the Bankruptcy Code.

NOW, THEREFORE, IT IS HEREBY ADJUDGED, ORDERED, AND DECREED
THAT:

1. The Sale Motion, and the relief sought therein, is granted in all respects, except as modified herein.

2. All objections to the Sale Motion or the relief requested therein that have not been withdrawn with prejudice, waived, or settled, and all reservations of rights included therein, are overruled on the merits, except as provided herein.

3. The Agreement, and all of the terms and conditions thereof, are hereby approved, subject to its being amended to provide for a Purchase Price of

4. Pursuant to Sections 105(a), 363(b) and 365 of the Bankruptcy Code, the Debtor is authorized and directed to take all actions necessary to (a) consummate the sale pursuant to and in accordance with the terms and conditions of the Agreement, and (b) assume and assign to the Buyer the Assigned Contracts.

5. The Assigned Contracts shall, upon assignment to the Buyer, be vested, binding and in full force and effect. Each non-Debtor party to such Assigned Contracts shall be, and

hereby is, barred and enjoined from asserting any Cure Amount against the Debtor or asserting any Cure Amount against the Buyer in excess of the applicable amount set forth on Exhibit "A" hereto or asserting any default or claims against the Debtor or the Buyer based upon any other acts or failures to act by the Debtor or Buyer prior to the Closing Date.

6. Except for the Excluded Assets listed on Schedule 1.01(a) of the Agreement, pursuant to Sections 105(a) and 363(f) of the Bankruptcy Code, upon the Closing under the Agreement, the Assets and the Assigned Contracts shall be free and clear of all mortgages, security interests, conditional sale or other title retention agreements, pledges, liens, judgments, demands, encumbrances and claims (as that term is defined in the Bankruptcy Code and including, but not limited to, all asserted or unasserted, known or unknown employment related claims), easements, restrictions, rights of first refusal or charges of any kind or nature, if any, including, but not limited to, any restriction on the use, voting, transfer, receipt of income or other exercise of any attributes of ownership, with all such interests to attach to the net proceeds of the sale in the order of their priority, with the same validity, force and effect (if any) which they now have against the Assets and Assigned Contracts, subject to any claims and defenses the Debtor may possess with respect thereto.

7. The provisions of this Order authorizing the sale of the Assets and Assigned Contracts free and clear of interests shall be self-executing. Notwithstanding the failure of the Debtor, the Buyer or any other party to execute, file or obtain releases, termination statements, assignments, consents or other instruments to effectuate, consummate and/or implement the provisions hereof or of the Agreement with respect to the sale of the Assets and Assigned Contracts, all interests in the Assets and Assigned Contracts shall be deemed divested.

8. All entities who are presently, or on the Closing Date may be, in possession of some or all of the Assets or Assigned Contracts are hereby directed to surrender possession of the Assets and Assigned Contracts to the Buyer on the Closing Date.

9. The sale of the Assets and Assigned Contracts to Buyer under the Agreement shall constitute transfers for reasonably equivalent value and fair consideration under the Bankruptcy Code and the laws of the Commonwealth of Pennsylvania.

10. As of the Closing Date, all agreements of any kind whatsoever and all orders of this Court entered prior to the date hereof shall be deemed amended and/or modified to the extent required to permit the consummation of the transactions contemplated by the Agreement.

11. This Court shall retain ^{CONCURRENCE} jurisdiction (a) to enforce and implement the terms and provisions of the Agreement, all amendments thereto, any waivers and consents thereunder and each of the agreements executed in connection therewith, (b) to compel delivery of the Assets and Assigned Contracts to the Buyer, (c) to resolve any disputes arising under or related to the Agreement, except as otherwise provided therein, and (d) to interpret, implement and enforce the provisions of this order.

12. Nothing contained in any plan of liquidation confirmed in this case or the order confirming any plan of liquidation shall conflict with or derogate from the provisions of the Agreement or the terms of this Order. Further, the provisions of this order and any actions taken pursuant hereto shall survive the entry of any order which may be entered confirming any plan of liquidation for the Debtor, converting the Debtor's case from Chapter 11 to a case under Chapter 7 of the Bankruptcy Code, or dismissing Debtor's case.

13. The terms and provisions of the Agreement, together with the terms and provisions of this order, shall be binding in all respects upon, and shall inure to the benefit of, the Debtor, its estate, its creditors, the Buyer and its affiliates, successors and assigns, and any affected third parties, including, but not limited to, all Persons (as defined in the Bankruptcy Code) asserting a claim against or interest in the Debtor's estate or any of the Assigned Contracts and the Assets, and any trustee appointed for the Debtor under any chapter of the Bankruptcy Code. Pursuant to sections 105(a) and 363 of the Bankruptcy Code, all Persons are enjoined from taking any action against Buyer or Buyer's affiliates to recover any claim which such Person has or had against the Debtor.

14. Buyer has not assumed or otherwise become obligated for any of the Debtor's liabilities, other than (1) the cure amounts for the Assigned Contracts and (2) the liabilities for post-Closing obligations under the Assigned Contracts as set forth in the Agreement. Buyer has not purchased any of the Excluded Assets. All Persons having any interest in the Excluded Assets are hereby enjoined from asserting or prosecuting any claim or cause of action against Buyer or Buyer's affiliates for any liability associated with the Excluded Assets.

15. The Debtor is authorized and directed to pay, at Closing, all of the amounts that are contemplated to be paid to the Debtor's employees under the Post-Petition Compensation Plan dated March 6, 2003, previously approved in this case (the "Post-Petition Compensation Plan").

16. The Bank is deemed to have an allowed secured claim of _____ against the Debtor and its estate. The Debtor shall pay the Bank _____ at the closing of the Debtor's sale of assets to the Buyer. Upon such payment, the Bank will be deemed to have waived and fully

released any and all security interests, pledges, liens, judgments, demands, encumbrances and claims in and against the Debtor, its estate and the Assets. The Debtor and its estate are deemed to waive and fully release the Bank from any and all claims and liabilities through the Closing Date, including, without limitation, all claims under Section 506(c) of the Bankruptcy Code. At or prior to closing, but not later than June 30, 2003, the Debtor shall make the adequate protection payments due to the Bank under the Sixth Interim Cash Collateral Order, in the amount of approximately The Debtor shall pay any funds scheduled therein for distribution to Steelcase Furniture to the Bank instead.

17. Santa Maria Partners, LLP is deemed to waive and fully release its claims against the Debtor and its estate. The Debtor and its estate are deemed to waive and fully release any and all claims against Santa Maria Partners, LLP and its partners.

18. James Coyne, the Chief Executive Officer of the Debtor, shall be entitled to receive Additional Compensation under the Post-Petition Compensation Plan; provided, however, that he waives his right to receive of the sums due to him thereunder, and such amounts shall be retained by the Debtor and its estate. The objection of the Official Committee of Unsecured Creditors to approval of the Post-Petition Compensation Plan is hereby deemed withdrawn. James Coyne is deemed to waive and fully release all claims against the Debtor and its estate, except to the extent provided above in this paragraph. The Debtor and its estate are deemed to waive and fully release any and all claims against James Coyne.

19. The waivers, releases and withdrawals provided in the preceding paragraphs shall be effective, and are conditioned, upon the occurrence of a closing on the Sale of the Assets to the Buyer.

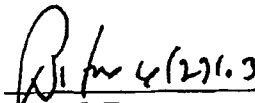
20. The Agreement and any related agreements, documents or other instruments may be modified, amended or supplemented by the parties thereto, in a writing signed by both parties, and in accordance with the terms thereof without further order of the Court, provided that any such modification, amendment or supplement is not material.

21. The failure specifically to include any particular provision of the Agreement in this order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court that the Agreement be authorized and approved in its entirety.

22. As provided by Fed. R. Bankr. P. 6004(g) and 6006(d), this Order shall be effective and enforceable immediately upon entry.

23. The provisions of this Order are nonseverable and mutually dependent.

BY THE COURT:



Bruce I. Fox
Chief United States Bankruptcy Judge

Dated: _____

TRADEMARK

REEL: 002730 FRAME: 0955

**CB Technologies, Inc.
(Delaware Corporation)**

U.S. Trademarks

Registered Marks

Mark	Registration No.	Registration Date
METATRIAL	2661247	12/17/02
ELECTRONIC CLINICAL INTELLIGENCE	2603110	7/30/02
ECI	2440382	4/3/01
CB TECHNOLOGIES	2455073	5/29/01
CB TECHNOLOGIES	2455072	5/29/01

Pending Application

Mark	Application No.	Filing Date
EDC UNPLUGGED	76219315	3/2/01