

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Bankruptcy Court Order discharging Security Agreement recorded at Reel 2196/Frame 0911

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
RCD Investments No. 4, Ltd.		04/24/2001	LIMITED PARTNERSHIP: TEXAS

RECEIVING PARTY DATA

Name:	GDH International, Inc.
Street Address:	611 Magic Mile
Internal Address:	Suite 205
City:	Arlington
State/Country:	TEXAS
Postal Code:	76011
Entity Type:	CORPORATION: TEXAS

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1722170	ALIEN SPORT

CORRESPONDENCE DATA

Fax Number: (202)393-5350
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 202-638-6666

Email: trademark@jhip.com,smoskowitz@jhip.com,lweiss@jhip.com

Correspondent Name: Jacobson Holman PLLC

Address Line 1: 400 Seventh Street, N.W.

Address Line 2: Sixth Floor

Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

NAME OF SUBMITTER:	
Signature:	/Leesa N. Weiss/

Date:

05/26/2005

Total Attachments: 15

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IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
FORT WORTH DIVISION

IN RE:

GDH INTERNATIONAL, INC., et al.,
Debtors.

§
§ CASE NO. 00-45647-BJH-11
§ (Jointly Administered)
§
§
§

**ORDER APPROVING SALE OF CERTAIN ASSETS
FREE AND CLEAR OF LIENS PURSUANT TO 11 U.S.C. § 363**

On April 24, 2001, the Court held a hearing ("Hearing") on the request of GDH International, Inc.; March Acquisition, Inc. ("March Acquisition"), Innovative Sports Solutions, Inc., NBC Golf Corporation and SGC Investments, Inc. (collectively, "Debtors") for entry of an order from the Court approving the sale of certain assets free and clear of liens pursuant to 11 U.S.C. § 363, as set forth in the Application of Debtors for an Order (1) Authorizing Sale at Auction of Certain Assets Free And Clear of Liens Pursuant to 11 U.S.C. § 363, (2) Authorizing Assumption and Assignment of Certain Executory Contracts Pursuant to 11 U.S.C. § 365 and (3) Approving Bidding Procedures in Connection With Such Sale and Request for Expedited Hearing ("Application"). At the Hearing, the Debtors requested that the Court approve a sale of the assets described in the Application and as further described in the Court's the Findings of Fact and Conclusions of Law Regarding Debtors' Request for Approval of Bidding Procedures in Connection With Sale at Auction of Certain Assets Free and Clear of Liens Pursuant to 11 U.S.C. § 363 and Order Approving Bidding Procedures entered in these cases on March 20, 2001 ("Auction Order"), pursuant to either—

- (a) An asset purchase agreement and all agreements referred to or related thereto between March Acquisition, Inc., GDH International, Inc., Nevada Bob's Golf,

Inc., and Nevada Bob's Canada Franchising, Inc., as sellers, and Nevadabobs.com Retail, Inc., as purchaser (such purchase agreement and other related documents being collectively referred to hereinafter as "Purchase Agreement"), as such Purchase Agreement has been modified, amended and supplemented by the provisions of (i) the Auction Order and (ii) this Order (the Purchase Agreement, as so modified, shall be referred to hereinafter as the "Amended Purchase Agreement"); or

- (b) In the event the sale to Nevadabobs.com Retail, Inc. fails to close, the bids made at the Auction (as that term is defined below) by Nevadabobs.com Retail, Inc., DRGDB, L.C., and Trigger Leasing, Inc., as purchasers.

The Court finds that notice of the Hearing has been given to all parties entitled thereto, that no other or further notice being necessary or required, and that all objections to the relief requested in the Application have been resolved or overruled. The Court further finds and determines that, based upon the Application, the evidence presented at the Hearing, and the full record of these cases that the relief requested in the Application, as modified herein, is in the best interests of the Debtors, their estates, creditors, and other parties in interest, and that the Application should therefore be granted. Accordingly, subject to the provisions of this Order, and after due deliberation and sufficient cause appearing therefor, it is

FOUND, that:^{1/}

A. The Court has jurisdiction to hear and determine the propriety of entering this Order pursuant to 28 U.S.C. §§ 157 and 1334. Venue of this proceeding in this district is proper pursuant to 28 U.S.C. § 1409. The Application and Hearing constitute core proceedings pursuant to 28 U.S.C. §§ 157 (b)(2)(A), (N) and (O). The statutory predicates for the relief requested

^{1/} All capitalized terms not otherwise defined herein shall have the same meanings ascribed to them in the Purchase Agreement and the Auction Order.

herein are §§ 105, 363(b), 363(f), 363(m) and 365 of the Bankruptcy Code, as supplemented by Federal Rules of Bankruptcy Procedure ("Bankruptcy Rules") 2002, 6004 and 6006.

B. Pursuant to the Auction Order, an auction was held on April 17, 2001 at the offices of counsel for the Debtors, Gardere Wynne Sewell LLP, 3000 Thanksgiving Tower, 1601 Elm Street, Dallas, Texas ("Auction").

C. The Debtors have complied with all of the procedures for notice and sale of the Purchased Assets. For purposes of this Order, the term "Purchased Assets" shall have the same meaning ascribed to such term in the Purchase Agreement, except to the extent such meaning is modified by the following:

1. The Purchased Assets shall include the rights and interests described by David Peress of The Ozer Group LLC on the record of the Auction as to the assets in Lot 4-B and Lot 4-E; and
2. The Purchased Assets shall not include—
 - (a) The NB.com Stock (as that term is defined in the Auction Order);
 - (b) The Excluded Assets (as that term is defined in the Purchase Agreement); or
 - (c) That certain Alien Golf inventory more fully described by Mr. Peress on the record of the Auction with respect to the assets in Lot 4-E.

D. A copy of the transcript of the proceedings at the Auction on April 17, 2001, was filed of record on April 24, 2001.

E. Proper, timely and sufficient notice of the Application and the Hearing was provided, and such notice was properly served on all required persons and entities, including, but not limited to, all persons claiming any interest in the Purchased Assets.

F. Notice of the Application and the Hearing was provided in conformity with Bankruptcy Rules 2002, 6004 and 6006. No other or further notice of the Application, the Hearing, or the entry of this Order is necessary.

G. A reasonable opportunity to object or be heard regarding the relief requested in the Application has been afforded to all interested parties and entities, including: (a) all parties who have asserted Liens (as defined below) against the Purchased Assets; (b) all parties to the agreements included in the US Accounts Receivable (Franchisees and Licensees); and (c) all other parties to any franchise and/or license agreement with the Debtors.

H. Each Debtor has full corporate power and authority—

1. (a) To execute the Purchase Agreement with Nevadabobs.com Retail, Inc. ("Purchaser") or,
(b) In the event the sale to Purchaser fails to close, to sell the Purchased Assets and NB.com Stock to DRGDB, L.C., Trigger Leasing, Inc. and Nevadabobs.com Retail, Inc. ("Second Purchasers"); and
2. To execute all other documents contemplated by the successful bids of Nevadabob.com Retail, Inc. for all of the Purchased Assets and the NB.com Stock that were accepted at the Auction ("Accepted Bids") and the second higher or better offers made by Nevadabobs.com Retail, Inc. (as to the NB.com Stock only), DRGDB, L.C., and Trigger Leasing, Inc. at the Auction ("Second Bids") (the terms of such bids being set forth in Exhibit "A" attached hereto).

I. The sale of the Purchased Assets and NB.com Stock pursuant to the terms of the Accepted Bids, or the Second Bids, as the case may be, have been duly and validly authorized by all necessary corporate action of each Debtor, and subject to the entry of this Order, each Debtor has all the corporate power and authority necessary to consummate the transactions contemplated by the Amended Purchase Agreement and Accepted Bids, or the Second Bids, as the case may be, and no consents or approvals, other than those expressly contemplated by the Amended Purchase Agreement, are required for the Debtors to consummate such transactions.

J. Neither the execution and delivery of the Amended Purchase Agreement and the other documents contemplated by the Accepted Bids, or the Second Bids, as the case may be, nor the consummation by the Debtors of the transactions contemplated thereby will constitute any violation or breach of or conflict with (1) the Certificate of Incorporation or By-Laws of any of the Debtors or (2) applicable law.

K. Sufficient business justification exists, pursuant to §§ 105, 363 and 365 of the Bankruptcy Code, for the sale of the Purchased Assets and NB.com Stock in accordance with the terms of the Amended Purchase Agreement and the Accepted Bids and/or the Second Bids.

L. All of the transactions contemplated by the Amended Purchase Agreement, the Accepted Bids and the Second Bids are properly authorized under §§ 105, 363 and 365 of the Bankruptcy Code.

M. The Auction conducted by The Ozer Group LLC pursuant to the Auction Order, and the bidding at the Auction conducted by the Purchaser and the Second Purchasers, as set forth on the record of the Hearing, was non-collusive, fair and reasonable, and conducted in good faith.

N. The Amended Purchase Agreement and the Accepted Bids represent the highest and otherwise best offers, and the Second Bids represent the second highest and otherwise second best offers, for the Purchased Assets and NB.com Stock following a period of active and thorough solicitation and conduct of an open and complete auction process reasonably calculated to yield the highest or otherwise best offer for the Purchased Assets and NB.com Stock. The Amended Purchase Agreement, the Accepted Bids and the Second Bids were negotiated, proposed and accepted in good faith, from arms' length bargaining positions, by the parties. The execution of the Purchase Agreement, as such agreement has been modified by the Auction Order, the Accepted Bids and the terms of this Order, and the sale of the Purchased Assets are in the best interests of the Debtors, their creditors and estates.

O. The consideration to be paid pursuant to the terms of (1) the Amended Purchase Agreement and the Accepted Bids, or (2) the Second Bids, as the case may be, in respect of the Purchased Assets and NB.com Stock constitute adequate and fair value for the Purchased Assets and NB.com Stock.

P. The Debtors may sell the Purchased Assets and NB.com Stock free and clear of any and all liens, security interests or encumbrances (except for liens, security interests and/or encumbrances permitted or required in the Purchase Agreement) because either (1) applicable non-bankruptcy law permits such a sale free and clear; (2) the applicable creditors consented to the sale as proposed in the Application; (3) the aggregate value to be received in consideration of the sale of the Purchased Assets and NB.com Stock and assumption, if any, of liabilities by the Purchaser exceed the value of the liens upon and security interests in the Purchased Assets and NB.com Stock; (4) such security interests or liens are the subject of a bona fide dispute; or (5) applicable creditors could be compelled, in a legal or equitable proceeding, to accept a money satisfaction of such security interests or liens.

Q. The Purchaser and the Second Purchasers have available all necessary cash and other resources required to consummate the Accepted Bids or the Second Bids, as the case may be, in accordance with the terms of such bids.

R. The Purchaser and the Second Purchasers are good faith purchasers pursuant to § 363(m) of the Bankruptcy Code and are entitled to the protections thereunder.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that:

1. The findings set forth above and conclusions of law stated herein shall constitute the Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this matter pursuant to Bankruptcy Rule 9014. To the extent any finding of fact

later shall be determined to be a conclusion of law, it shall be so deemed. and to the extent any conclusion of law later shall be determined to be a finding of fact, it shall be so deemed.

2. The Application, as modified by the provisions of the Auction Order and this Order, is granted in all respects.

3. The terms of the Amended Purchase Agreement and Accepted Bids constitute the highest and/or best offer for the purchase of the Purchased Assets and NB.com Stock. The terms of the Second Bids constitute the second highest and/or best offer for the purchase of the Purchased Assets and NB.com Stock.

4. The Amended Purchase Agreement, as modified by the Accepted Bids, is approved in all respects, and the sale of the Purchased Assets and the NB.com Stock and the assumption, if any, of the liabilities pursuant to the terms of the Amended Purchase Agreement are hereby authorized under §§ 363(b) and 365 of the Bankruptcy Code. Further, the sale of the Purchased Assets and the NB.com Stock to the Second Purchasers pursuant to the terms of the Second Bids is hereby authorized under § 363(b) of the Bankruptcy Code in the event the sale of all the Purchased Assets to Purchaser pursuant to the Amended Purchase Agreement, as modified by the Accepted Bids, fails to close.

5. If, for any reason, the sale to the Purchaser of all the Purchased Assets pursuant to the Amended Purchase Agreement, as modified by the Accepted Bids, fails to close, the Second Purchasers shall be bound by their respective Second Bids made at the Auction, and, unless waived by the Debtors, the sales to the Second Purchasers will close as soon as practicable after the entry of this Order and the consideration to be paid by the Second Purchasers pursuant to the Second Bids shall be due and payable at such closing.

6. The Debtors are authorized and empowered to execute, deliver and perform the Amended Purchase Agreement, as modified by the Accepted Bids, and all other agreements and documents contemplated by the Accepted Bids or the Second Bids, as the case may be, and related thereto and to sell all of their right, title and interest in and to the Purchased Assets and NB.com Stock either (a) to the Purchaser in accordance with the terms and provisions of the Amended Purchase Agreement, as modified by the Accepted Bids, or (b) if the sale of all the Purchased Assets to Purchaser fails to close, to the Second Purchasers in accordance with the terms and conditions of the Second Bids on a strictly "as is, where is" basis.

7. Pursuant to §§ 105(a), 363(f) and 365 of the Bankruptcy Code, the Purchased Assets and the NB.com Stock shall be sold, and, upon the closing of the sale of such assets pursuant to the Amended Purchase Agreement or the Second Bids, as the case may be, shall be free and clear of all mortgages, security interests, conditional sale or other title retention agreements, pledges, liens, judgments, demands, encumbrances or charges of any kind or nature (collectively, the "Liens"), with all such Liens to attach to the proceeds of the sale of the Purchased Assets and NB.com Stock in the order of their priority, and with the same validity, priority, force and effect which they now have as against the Purchased Assets and NB.com Stock; provided, however, that nothing contained herein shall be deemed to be an acknowledgement or consent by the Debtors as to the amount, priority or allowance of any Claim or validity, force and effect, or immunity from avoidance, of any Lien, except to the extent such matters have been previously stipulated to by the Debtors or otherwise ordered by the Court.

8. All persons or entities holding Liens with respect to the Purchased Assets or NB.com Stock shall be, and they hereby are, forever barred from asserting such Liens against

any purchaser of such Purchased Assets or NB.com Stock, its successors and assigns or against such Purchased Assets or NB.com Stock.

9. The Debtors are authorized and empowered to execute and deliver such documents, take or perform such acts, and do such other things, including, without limitation, paying all sums, as may be necessary to effectuate the terms of the Amended Purchase Agreement and Accepted Bids, or the Second Bids, as the case may be, all transactions related thereto and this Order.

10. March Acquisition is authorized and empowered to, and shall at the election of the Purchaser, execute the MAI/NBG Sublicense Agreement and such rights shall be assigned to the Purchaser ^{at Closing}. If the sale to Purchaser pursuant to the Amended Purchase Agreement, as modified by the Accepted Bids, fails to close, March Acquisition and Nevada Bob's Golf, Inc. are authorized and empowered to, and shall, jointly execute a Trademark/Service Mark Sublicense Agreement in favor of Trigger Leasing, Inc. in the same form as the MAI/NBG Sublicense Agreement.

11. In accordance with the instructions and agreement of the Purchaser and DRGDB, L.C., as the Second Purchaser with respect to Lot 4-B, the Debtors requested at the Hearing that the Court authorize the rejection of the US Franchise Agreements and the International Franchise Agreements. Accordingly, counsel for Debtor shall serve a notice ("Notice") and a copy of this Order on the Official Service list and on non-Debtor parties to the US Franchise Agreements and the International Franchise Agreements within five days after entry and file a Certificate of Service with the Court for such service. Any party in interest who objects to the Debtors' rejection of the US Franchise Agreements and the International Franchise Agreements shall file its objection with the Court and serve a copy of its objection on counsel for the Debtors

(whose name and address are listed at the end of this Order) within 20 days after service hereof. If no objection is timely filed and served in accordance with the terms of this paragraph, all of the US Franchise Agreements and International Franchise Agreements shall be deemed rejected on the 21st day after service hereof without further action by the Court. The Notice shall advise such non-Debtor parties to the US Franchise Agreements and International Franchise Agreements of the provisions of this paragraph.

12. The Purchaser and Second Purchasers are hereby determined to be good faith purchasers under § 363(m) of the Bankruptcy Code in connection with the sale of the Purchased Assets and NB.com Stock and the transactions contemplated and authorized by this Order, and shall be entitled to the protections afforded to a good faith purchaser thereunder.

13. Upon the execution of any documents deemed necessary by the Debtors relating to the Amended Purchase Agreement, as modified by the Accepted Bids, or relating to the Second Bids, as the case may be, and payment of the purchase price in good funds (and to the extent applicable, the delivery of the promissory note contemplated by the Accepted Bids and Second Bids for Lot 3) with respect to the sale or sales ("Effective Date"), each of the Debtors' creditors is authorized and directed to execute such documents and take all other action as may be necessary to release its Liens upon or security interests in the Purchased Assets and NB.com Stock as may have been recorded or may otherwise exist.

14. This Order is and shall be effective as a determination that, upon the Effective Date, all Liens existing as to the Purchased Assets and NB.com Stock prior to the Effective Date have been unconditionally released, discharged and terminated, and that the conveyances described in (a) the Amended Purchase Agreement and the Accepted Bids, or the Second Bids, as the case may be, and (b) this Order, have been effected. Further, this Order is and shall be

binding upon and govern the acts of all entities and persons, including without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal, state, and local officials, and all other persons and entities who may be required by operation of law, the duties of their office, or contract, to accept, file, register or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any of the Purchased Assets or NB.com Stock.

15. The provisions of this Order shall be self-executing and each and every federal, state or local agency, department or governmental authority shall be, and hereby are, directed to accept this Order as authorizing the Debtors and their agents to consummate the transactions authorized and approved hereby, including the sale of the Purchased Assets, and no other or further approval, consent, license, record keeping, notice, and the like of any such federal, state or local agency is required to effectuate, consummate, and implement the transactions authorized and approved hereby, including the sale of the Purchased Assets.

16. If any person or entity that has filed financing statements or other documents or agreements evidencing Liens in the Purchased Assets and NB.com Stock shall not have delivered to the Purchaser or Second Purchasers, as the case may be, on or after the Effective Date, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases of all Liens or other interests which the person or entity has with respect to the Purchased Assets and NB.com Stock, then after ten (10) days' prior notice to such secured creditors, the Debtors and the Purchaser (or Second Purchasers, as the case may be) are hereby authorized to execute and file such statements, instruments, releases and other

documents on behalf of the person or entity with respect to the Purchased Assets and NB.com Stock.

17. The failure specifically to include any particular provisions of the Amended Purchase Agreement, the Accepted Bids or the Second Bids in this Order shall not diminish or impair the efficacy of such provisions, it being the intent of the Court that the Amended Purchase Agreement, the Accepted Bids and, if the sale of all of the Purchased Assets to the Purchaser fails to close, the Second Bids be authorized and approved in their entirety, to the extent modified by the provisions of this Order.

18. As allowed by Bankruptcy Rule 6004(g), the Court expressly orders that this Order is not stayed and shall be effective and enforceable immediately upon entry.

19. To the extent there is a conflict between the provisions of the Purchase Agreement and this Order, the provisions of this Order shall be controlling.

20. The Purchaser and Second Purchasers are not successors in interest to the Debtors.

21. This Order is binding upon and enforceable against the Debtors, and any successors, including a Chapter 11 trustee or Chapter 7 trustee.

22. This Court retains jurisdiction to resolve any and all matters or disputes arising under or related to the Amended Purchase Agreement, the Accepted Bids, the Second Bids, the MAI/NBG Sublicense Agreement, the sale of the Purchased Assets, the Purchased Assets, the assumption of the liabilities under the terms of the Amended Purchase Agreement and the Accepted Bids, any deposits made by Second Purchasers prior to the Auction in connection their Second Bids, the Escrowed Cure Funds, this Order or the implementation of this Order.

23. The assistance of the Court of Queen's Bench of Alberta, Canada is requested in carrying out the provisions of this Order with respect to the assets of Nevada Bob's Golf, Inc. and its Canadian affiliates that are presently subject to proceedings under the Companies Creditors Arrangement Act, R.S.C. 1985, c. C-36, as amended.

APR 9 4 2001

SIGNED: April __, 2001.

ORIGINAL SIGNED BY
/S/ BARBARA J. HOUSER
Copy to Party Pending
Entry of Original

UNITED STATES BANKRUPTCY JUDGE

Order submitted by:

Deirdre B. Ruckman (21196500)
Scott D McDonald (13558050)
GARDERE WYNNE SEWELL LLP
3000 Thanksgiving Tower
1601 Elm Street
Dallas, Texas 75201
(214) 999-3000
Facsimile: (214) 999-3250

ATTORNEYS FOR
DEBTORS AND DEBTORS-IN-POSSESSION

EXHIBIT "A"

Purchaser	Assets	Consideration for Accepted Bids (All monetary amounts listed in this column are stated in United States dollars)	Terms of Accepted Bids
Nevadabobs.com Retail Inc.	All of the Purchased Assets and the NB.com Stock	<p> Lots 1, 4-A, 4-B, 4-D and 4-E: \$1,775,000 cash Lot 2: \$325,000 cash Lot 3: \$250,000 promissory note in accordance with terms of Purchase Agreement Lot 4-C: \$25,000 cash Total: \$2,375,000 </p>	<p> 1. The sale of the Purchased Assets and NB.com Stock to Nevadabobs.com Retail is subject to the terms, conditions and provisions of the Amended Purchase Agreement, as modified by the Accepted Bids, which terms were stated on the record of the Auction and are summarized in this Exhibit "A." 2. The amounts listed in the column entitled "Consideration for Accepted Bids" on page A-1 of this Exhibit "A" shall constitute the Purchase Price, as that term is defined in the Amended Purchase Agreement. </p>

**EXHIBIT "A" TO ORDER APPROVING SALE OF CERTAIN ASSETS
FREE AND CLEAR OF LIENS PURSUANT TO 11 U.S.C. § 363
DALLAS 1002393v2**

Second Purchasers	Assets	Consideration for Second Bids (All monetary amounts listed in this column are stated in United States dollars)	Terms of Second Bids
DRGDB, L.C.	The Purchased Assets contained in the following lots (such lots as defined in the Auction Order): Lot 1 (US IP) Lot 3 (International IP) Lot 4-A (Other US Accounts Receivable) Lot 4-B (US Accounts Receivable [Franchisees and Licensees]) Lot 4-D (Alien Assets) Lot 4-E (All of the Purchased Assets not included in Lots 1, 2, 3, 4-A, 4-B, 4-C and 4-D)	Lots 1, 4-A, 4-B, 4-D and 4-E: \$1,675,000 cash Lot 3: \$250,000 promissory note in accordance with terms of Purchase Agreement Total: \$1,925,000	1. The assets purchased are subject to the descriptions of such assets set forth in the Purchase Agreement and Auction Order, as modified by this Order. 2. The terms of the promissory note for the purchase of the assets in Lot 3 shall be in accordance with the provisions of the Purchase Agreement relating to such note.
Trigger Leasing, Inc.	Lot 2 (Canadian Property)	\$300,000 cash	The assets purchased are subject to the descriptions of such assets set forth in the Purchase Agreement and Auction Order, as modified by this Order.
Nevadabobs.com Retail, Inc.	Lot 4-C (NB.com Stock)	\$25,000 cash	The assets purchased are subject to the descriptions of such assets set forth in the Purchase Agreement and Auction Order, as modified by this Order.

EXHIBIT "A" to ORDER APPROVING SALE OF CERTAIN ASSETS
 FREE AND CLEAR OF LIENS PURSUANT TO 11 U.S.C. § 363
 DALLAS 1002393V2