

Form PTO-1594 (Rev. 03/05)
OMB Collection 0651-0027 (exp. 6/30/2005)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Ceyoniq, Inc.

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation- State: Delaware
- Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: H. T. Ardinger & Son Company

Internal _____

Address: _____

Street Address: 1990 Lakepointe Drive

City: Lewisville

State: Texas

Country: US Zip: 75057

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Texas
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) February 21, 2003

- Assignment Merger
- Security Agreement Change of Name
- Other Release of Greyrock Capital Security Interest

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) _____
See attached.

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

TREEV, OMNITREEV, Design Only, AUTOTREEV, DATATREEV, DOCUTREEV, ETREEV

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Bhaveeni Parmar

Internal Address: Gardere Wynne Sewell LLP

Suite 300

Street Address: 1601 Elm Street

City: Dallas

State: TX Zip: 75201-4761

Phone Number: 214-999-4747

Fax Number: 214-999-3747

Email Address: bparmar@gardere.com

6. Total number of applications and registrations involved:

7

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 190.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 07-0153

Authorized User Name Bhaveeni Parmar

9. Signature:

Bhaveeni Parmar
Signature

08/4/05
Date

Bhaveeni Parmar

Name of Person Signing


Total number of pages including cover sheet, attachments, and document: 10

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

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CH \$190.00 070153 1522495

Attachment to TM Recordation Cover Sheet

Mark	Registration No.
TREEV	1,522,495
OMNITREEV	2,327,326
 Design Only	2,327,325
AUTOTREEV	2,330,275
DATATREEV	2,327,324
DOCUTREEV	2,327,323
ETREEV	2,458,329

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF VIRGINIA
Alexandria Division

In re:) Chapter 11
)
CEYONIQ, INC.) Case No. 02-85887-RGM
Debtor.)

ORDER (i) AUTHORIZING THE SALE OF SUBSTANTIALLY ALL OF THE DEBTOR'S ASSETS FREE AND CLEAR OF LIENS, CLAIMS AND ENCUMBRANCES; AND (ii) AUTHORIZING THE ASSUMPTION AND ASSIGNMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES

Upon consideration of the Debtor's Motion for Order (i) Authorizing the Sale of Substantially All of the Debtor's Assets Free and Clear of Liens, Claims and Encumbrances; (ii) Approving Bidding Procedures; and (iii) Authorizing the Assumption and Assignment of Unexpired Leases and Applicable Contracts (the "Sale Motion"), wherein Ceyoniq, Inc. (the "Debtor") seeks this Court's authority and direction to sell, pursuant to Section 363(b) and 363(f) of the Bankruptcy Code, substantially all of its Assets (as defined in the Asset Purchase Agreement the "Purchased Assets") to H. T. Ardinger & Son Company, Inc. (the "Buyer"), free and clear of all liens, encumbrances and interest of any kind, for the consideration and under the terms described in and set forth in the Asset Purchase Agreement between the Debtor and the Buyer attached to this Order as Exhibit "A" (the "Agreement"), the Court having previously approved the Bidding Procedures, the Court finds as follows:

1. That there are sound and appropriate business reasons for the Debtor to effectuate the transaction described in the Agreement; and
2. That the sale of the Purchased Assets to the Buyer under the terms described in the Agreement is permitted under Sections 363(b) and 363(f) of the Bankruptcy Code; and
3. That the Buyer is a good faith purchaser for the purposes of Section 363(m) of the Bankruptcy Code; and

4. That the assumption and assignment of the Assigned Contracts has met the requirements under Section 365 of the Bankruptcy Code, the Buyer has provided adequate assurance of future performance under the Assigned Contracts, and that all such Assigned Contracts are assignable under Section 365 of the Bankruptcy Code; and

5. That no party has objected that Section 365(c) of the Bankruptcy Code prohibits the assumption or assignment of the Assigned Contracts; and

6. That the Debtor's estate will substantially benefit from the sale of the Purchased Assets pursuant to the Agreement, and that the Purchase Price is the best possible price attainable for the Purchased Assets; and

7. That notice of the Sale Motion, proposed Cure Amounts and the Auction has been provided to the Buyer and to all other parties in interest, including the United States Trustee, the Official Committee of Unsecured Creditors, and all parties who have requested notice and service in the Debtor's case, such notice constituting sufficient notice of the Sale Motion, proposed Cure Amounts, Auction, and approved form of the Agreement, pursuant to the Bidding Procedures Order and for the purposes of Federal Rules of Bankruptcy Procedure 2002(a)(2) and 6004(a) and (c) in the particular circumstances of this case; and

8. That the Debtor, the Buyer and all other competing bidders have complied with all of the requirements concerning the notice of and Bidding Procedures for the Auction of the Purchased Assets previously approved by this Court; and

9. That an Auction has now been conducted by the Court pursuant to the terms and conditions of the Bidding Procedures; and

10. That at the Auction the Buyer has submitted to the Court the highest and best bid for the Purchased Assets, and that Open Solutions, Inc. has submitted the second-highest and best bid (the "Backup Bid" or "Backup Bidder") for the Purchased Assets.

Accordingly, it is hereby:

ORDERED that the Debtor is authorized and directed, pursuant to Sections 363(b) and 363(f) of the Bankruptcy Code, to sell the Purchased Assets to the Buyer, or the Backup Bidder upon a default in closing by the Buyer, in accordance with the terms and conditions set forth in the Motion and in the Agreement; and it is further

ORDERED that the Purchased Assets are hereby sold to Buyer free and clear of any and all liens, claims, liabilities, interests and/or encumbrances (collectively, the "Liens"), and all such Liens shall attach to the net sales proceeds; and it is further

ORDERED that to the extent any person and/or entity asserts any interest in the Purchased Assets, including any interest that could have been asserted under Section 365 of the Bankruptcy Code or otherwise, such interest shall attach to the net sale proceeds; and it is further

ORDERED that time being of the essence in the closing of this sale, the Buyer shall consummate the purchase on or before February 24, 2003; and it is further

ORDERED that should Buyer be unable to consummate the purchase under the terms of the Agreement, Debtor shall follow the previously ordered terms and conditions of the Bidding Procedures, and shall contact the Backup Bidder for the purchase and the Backup Bidder reserves the right to request modification of this Order; and it is further

ORDERED that the Debtor shall promptly return the deposits received from bidders other than the Buyer and Backup Bidder, and shall return the deposit of the Backup Bid following the consummation of the sale with Buyer; and it is further

ORDERED that any Objection not properly filed and served by a party within the applicable objection deadlines previously ordered by the Court are and shall be forever waived by the party and barred from assertion against the Debtor or Buyer; and it is further

ORDERED that compliance with the foregoing notice and publication requirements shall constitute good and sufficient notice of the Auction, the Sale Hearing and the relief requested in the Sale Motion, and that no other or further notice of the Auction, the Sale Hearing or the Sale Motion shall be necessary or required; and it is further

ORDERED that H.T. Ardinger & Son Company, Inc. and any other holder of a lien against the Purchased Assets (or their representatives or agents) shall assist the Debtor in its performance under the Agreement by executing and delivering any and all additional instruments and documents which may be reasonably necessary, desirable or customary to enable the Debtor to consummate the Agreement and the transactions contemplated therein, including the release of any existing liens on the Purchased Assets and any document required to effect the transfer of title; and it is further

ORDERED that the Debtor is authorized to use the proceeds from the closing of the sale authorized hereby to pay such reasonable costs and expenses relating to such sale not to exceed \$1,000.00 for closing costs in accordance with its obligations under the Agreement, but excluding any costs and expenses associated with legal, accounting or professional fees unless and until approved by the Court. Thereafter, the net proceeds shall be remitted to counsel for the Debtor and shall be held by counsel for the Debtor in an escrow account pending further Order of this Court concerning the validity, extent, and priority of the liens, liabilities, interests, encumbrances and/or claims of parties in interest in and to the proceeds of the sale; and it is further

ORDERED that the requirements of Section 365 of the Bankruptcy Code have been met, and that all assumed and assigned executory contracts and unexpired leases are capable of being assumed and assigned under Section 365 of the Bankruptcy Code, and the Debtor is authorized and directed to assume the contracts and/or leases identified in the Agreement and to sell, assign, and transfer to Buyer or the Backup Bidder each of the Assigned Contracts in accordance with the Agreement and Section 365 of the Bankruptcy Code, provided that the Purchaser funds at or before closing the cure amounts identified in the Agreement; and it is further

ORDERED that upon payment by Buyer of the cure amounts identified in the Agreement to the holders of assumed and assigned contracts and or/leases, any and all defaults under the contracts and/or leases assumed and assigned in connection with sale shall be deemed cured, and shall have waived any claim to any additional or other cure obligation(s) in connection with the Debtor's assumption and assignment of the contracts and/or leases identified in the Agreement; and it is further

ORDERED that the consideration payable by the Buyer or the Backup Bidder constitutes payment of "value," as that term has been defined by courts interpreting Section 363(m) of the Bankruptcy Code, for the Purchased Assets, and the Buyer is in compliance with Section 363(m); and it is further

ORDERED that the Buyer or the Backup Bidder is a purchaser of the Purchased Assets "in good faith" within the meaning of Section 363(m) of the Bankruptcy Code; provided, however, that in the event that H.T. Ardinger & Son Company, Inc., is the Buyer or the Backup Bidder, the finding that it is a purchaser in good faith shall be limited to a finding under Section 363(m), and shall not be preclusive of any other claims against H.T. Ardinger & Son Company,

Inc., that the estate may have, including but not limited to avoidance and equitable subordination claims; and it is further

ORDERED that the sale of the Purchased Assets under the terms and conditions set forth in the Agreement is in the best interest of the Debtor's estate and its creditors; and it is further

ORDERED that pursuant to Federal Rules of Bankruptcy Procedure 6004(g), 6006(d), and 7062, or otherwise, this Order shall take effect upon entry, and shall not be stayed; and it is further

ORDERED that the Debtor is authorized and empowered to take or perform all such actions and expend such funds as may be necessary to effectuate the terms of this Order. To the extent that the terms of this Order are inconsistent with the Sale Motion or the Order Approving Bidding Procedures, this Order shall control.

Dated: February 21, 2003


/s/ Robert G. Mayer
UNITED STATES BANKRUPTCY JUDGE

We ask for this:

/s/Stephen K. Gallagher

Stephen K. Gallagher (VSB No. 38085)
C. Erik Gustafson (VSB No. 33874)
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(703) 684-8007

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(804) 783-2003
Counsel for the Debtor

A TRUE COPY TESTE:
WILLIAM C. REDDEN, CLERK
BY 
DEPUTY CLERK

Seen and agreed:

/s/ Malcolm M. Mitchell, Jr.

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Seen and agreed:

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McLean, VA 22102
(703) 610-8664

/s/ Brian F. Kenney

By: _____
Brian F. Kenney (VSB# 23199)
Counsel for the Official Committee of Unsecured Creditors