

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Bankruptcy		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Callipso Corporation		06/07/2005	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Qualitek Services, Inc.		
Street Address:	2215 Ringwood Avenue		
City:	San Jose		
State/Country:	CALIFORNIA		
Postal Code:	95131		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78108237	EOS	
CORRESPONDENCE DATA			
Fax Number:	(310)394-4477		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	310-451-0647		
Email:	tara@cislo.com		
Correspondent Name:	Daniel M. Cislo		
Address Line 1:	233 Wilshire Boulevard, Suite 900		
Address Line 4:	Santa Monica, CALIFORNIA 90401		
ATTORNEY DOCKET NUMBER:	05-15983		
NAME OF SUBMITTER:	Daniel M. Cislo, Esq.		
Signature:	/Daniel M. Cislo/		
Date:	05/23/2006		

CH \$40.00 78108237

Total Attachments: 13

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ORIGINAL

1 Mark S. Horoupian (SBN 175373)
2 Richard J. Ruszat (SBN 220432)
3 ~~Sulmeyer~~Kupetz
4 A Professional Corporation
5 333 South Hope Street, Thirty-Fifth Floor
6 Los Angeles, California 90071-1406
7 Telephone: 213.626.2311
8 Facsimile: 213.626.4520

Attorneys for John M. Wolfe, Chapter 7 Trustee

U.S. BANKRUPTCY COURT
FILED
JUN - 8 2005
CLERK U.S. BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
SANTA ANA, CALIF.

ENTERED
JUN - 8 2005
CLERK U.S. BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
SANTA ANA, CALIF.

RECEIVED
JUN 7 2005
U.S. BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
SANTA ANA, CALIF.

UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
(SANTA ANA DIVISION)

In re

) CASE NO. SA 04-15651-JR

CALLIPSO CORPORATION,

) Chapter 7

Debtor.

) ORDER GRANTING MOTION FOR ORDER
) AUTHORIZING SALE OF PERSONAL
) PROPERTY FREE AND CLEAR OF LIENS,
) CLAIMS AND INTERESTS

) DATE: June 7, 2005
) TIME: 2:30 p.m
) PLACE: Courtroom 5A
) 411 West Fourth Street
) Santa Ana, CA 92701-4593

A hearing was held on June 7, 2005, at 2:30 p.m., before the Honorable John E. Ryan, United States Bankruptcy Judge for the Central District of California, in Courtroom 5A, located at 411 West Fourth Street, Santa Ana, CA 92701-4593, to consider the motion ("Motion") filed by John M. Wolfe, Chapter 7 Trustee ("Trustee") of

SC
JUN 7 2005

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1 the estate of Callipso Corporation, Chapter 7 debtor herein (the
2 "Debtor"), for an order for an order authorizing sale "as is" of
3 certain personal property identified in the Motion free and clear of
4 liens, claims and interests. Appearances were as set forth on the
5 Court's record.
6

7 This Court, having considered the Motion, all pleadings and
8 documents filed in support of the Motion, the opposition of Dallas
9 County, the entire record of this case, statements, representations
10 and arguments of counsel made at the hearing on the Motion, proper
11 notice of the Motion and the hearing on the Motion having been
12 provided, and good cause appearing therefore,
13

14 **IT IS HEREBY ORDERED** as follows:

15 1. The Motion is granted as set forth herein;

16 2. Subject to the provisions hereof, the terms, conditions,
17 and transactions contemplated by the Asset Purchase Agreement (the
18 "Agreement") executed by the Trustee, Qualitek Services, Inc.
19 ("Qualitek") and GE Capital Corporation ("GE"), the primary secured
20 creditor herein, attached hereto as Exhibit "1", are hereby
21 approved, and the Trustee is authorized under 11 U.S.C. § 363(b),
22 (c), (f) and (m) to sell the Acquired Assets, as this term is
23 defined in the Agreement, free and clear of all liens, claims,
24 encumbrances and interests to Qualitek on the terms and conditions
25 provided in the Agreement, subject to the following modification:
26

27 a. Section 2.2 of the Agreement is hereby replaced with
28 the following:

1 The Purchase Price. In consideration for its
2 purchase of the Acquired Assets, at the Closing,
3 Buyer shall pay to the Trustee cash in the amount
4 of \$170,000 (one hundred seventy thousand
5 dollars), including the Deposit paid to the
6 Trustee by Buyer prior to the Closing in
7 accordance with Section 2.1 above.

8 3. At the Closing, and as a condition of the approval of the
9 sale of the Acquired Assets, at Closing, Qualitek or an entity(ies)
10 designated by Qualitek to be the actual buyer(s) (hereinafter the
11 "Actual Buyer") shall be required and obligated, and shall:

12 a. Pay to Dallas County the sum of \$5,000.00;

13 b. Pay to FiberNet Telecom Group, Inc. ("FiberNet") the
14 sum of \$25,000; and

15 c. Pay to Carlyle One Wilshire II, L.P. the sum of
16 \$10,000.

17 4. Actual Buyer shall cooperate with the respective co-
18 lessors and other parties in interest, including, without
19 limitation, complying with all rules, regulations and procedures of
20 the respective facilities, and indemnifying such parties in
21 interest for any and all damages caused by Actual Buyer or its
22 agents, in connection with Actual Buyer's efforts to take
23 possession, custody and control of the Acquired Assets;

24 5. In accordance with the terms of the Agreement, and
25 subject to the provisions of this Order, Actual Buyer shall have
26 the right to present a copy of this Order to any third party as
27 evidence of Actual Buyer's absolute right to take possession of the
28 Acquired Assets through and including the Removal Deadline, as that

1 term is defined in the Agreement, without any interference from, or
2 assertions of, right of offset or to any payment from third parties
3 who may be in possession, custody or control of any and all
4 Acquired Assets;

5
6 6. The Debtor's bankruptcy estate is not liable for any
7 obligations to co-location lessors from and after the date of
8 rejection of the co-location leases and executory contracts;

9
10 7. Effective as of the Closing, Actual Buyer and GE each
11 hereby release and discharge FiberNet and its affiliates, employees
12 and agents (the "FiberNet Parties") of and from all debts, demands,
13 claims, causes of action, obligations, covenants, promises, damages
14 and liabilities whatsoever, which GE and/or Actual Buyer had, now
15 has or may ever have, whether directly or indirectly, known or
16 unknown, against the FiberNet Parties in any way related to or
17 arising under, out of or in connection with the Acquired Assets;

18
19 8. Those certain items described in the objection to the
20 Motion filed by C & C Power, Inc. are hereby excluded from the sale
21 and the definition of Acquired Assets;

22
23 9. Trustee is hereby authorized, empowered, and directed to
24 (a) perform under, consummate, and implement the Agreement,
25 including without limitation, the disbursement at Closing of
26 \$150,000 to GE, (b) execute all additional instruments and
27 documents that may be reasonably necessary or desirable to
28 implement the Agreement and the transactions contemplated thereby,
including without limitation a bill of sale and assignment of

1 interest, (c) take all further actions as may be necessary or
2 appropriate for the purposes of assigning, transferring, granting
3 or conveying the Acquired Assets as contemplated by the Agreement,
4 and (d) take such other and further steps as are contemplated by
5 the Agreement or reasonably required to fulfill Trustee's
6 obligations under the Agreement;
7

8 10. The sale of the Acquired Assets shall be free and clear
9 of the ownership interests of the Debtor, its bankruptcy estate,
10 the Trustee and their predecessors and successors in interest, the
11 claims or interests asserted by any person or entity, or their
12 respective predecessors and successors in interest against the
13 Debtor's estate;

14 11. This Court shall and hereby does retain jurisdiction to
15 (a) enforce and implement the provisions of the Agreement; (b)
16 compel delivery and payment of the consideration provided for under
17 the Agreement; (c) resolve any disputes, controversies or claims
18 arising out of or relating to the Agreement; and (d) interpret,
19 implement, and enforce the provisions of this Order;
20

21 12. Pursuant to 11 U.S.C. § 363(m), absent a stay of this
22 Order pending appeal, the reversal or modification on appeal of
23 this Order, or any provisions thereof, shall not affect the
24 validity of the sale transaction approved hereby which is
25 consummated prior to such stay, reversal or modification on appeal;

26 13. The validity of the sale approval hereby shall not be
27 affected by the appointment of a subsequent trustee, the dismissal
28

1 of this case, or its conversion to another chapter under Title 11
2 of the United States Code;

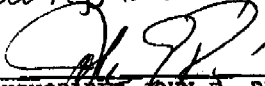
3 14. Upon consummation of the sale transaction contemplated by
4 the Agreement, Actual Buyer will be a buyer in "good faith" within
5 the meaning of 11 U.S.C. § 363(m);
6

7 15. Subject to the approval of the Agreement, as modified by
8 this Order, any and all other rights of creditors and parties in
9 interest shall survive the Closing of the sale Contemplated by the
10 Agreement and this Order.

11 16. *The 10-day stay per Rule 6004(a) is hereby waived.*

12 Dated: _____

13 JUN - 8 2005

14 
15 THE HONORABLE JOHN B. RYAN
16 UNITED STATES BANKRUPTCY JUDGE
17 *approved*

DALLAS COUNTY

18 AGREED:

19 GE CAPITAL CORPORATION

20 By: _____

21 RAGAN L. POWERS
22 DAVIS WRIGHT TREMAINE
23 Attorneys for GE Capital
24 Corporation

25 By: _____

26 BETH WELLER
27 LINEBARGER GOGGAN BLAIR
28 & SAMPSON, LLP
Attorneys for Dallas County

CARLYLE ONE WILSHIRE II, L.P.

FIBERNET TELECOM GROUP, INC.

By: _____

DAVID M. COHEN
ENID M. COLSON
LINER YANKELEVITZ SUNSHINE
& REGENSTREIF LLP
Attorneys for Carlyle One
Wilshire II, L.P.

By: _____

MICHAEL L. SCHEIN
MINTZ, LEVIN, COHEN,
FERRIS, GLOVSKY & POPEO, P.C.
Attorneys for FiberNet Telecom
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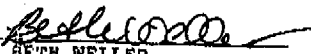
11
12 Dated: _____

THE HONORABLE JOHN E. RYAN
UNITED STATES BANKRUPTCY JUDGE

13
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DALLAS COUNTY

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UNITED STATES BANKRUPTCY JUDGE

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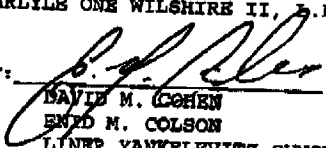
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DALLAS COUNTY

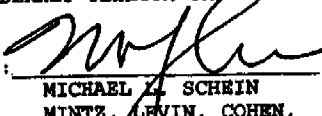
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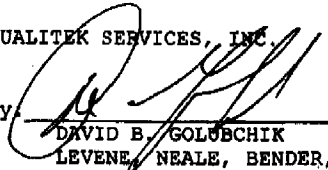
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28

By: 
MICHAEL L. SCHEIN
MINTZ, LEVIN, COHEN,
FERRIS, GLOVSKY & POPEO, P.C.
Attorneys for FiberNet Telecom
Group, Inc.

1 QUALITEK SERVICES, INC.

2
3 BY


4 DAVID B. GOLUBCHIK
5 LEVENE, NEALE, BENDER,
6 RANKIN & BRILL L.L.P.
7 Attorneys for Qualitek Services, Inc.
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DAVID B. GOLUBCHIK (SBN 185520)
LEVENE, NEALE, BENDER & RANKIN L.L.P.
1801 Avenue of the Stars, Suite 1120
Los Angeles, CA 90067
(310) 229-1234

Attorney for: Qualitek Services, Inc.

**UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA**

In re:
CALLIPSO CORPORATION

Debtor,

CHAPTER 11 CASE NUMBER
SA 04-15651 JR

**NOTICE OF ENTRY JUDGMENT OR ORDER
AND CERTIFICATE OF MAILING**

TO ALL PARTIES IN INTEREST ON THE ATTACHED SERVICE LIST:

1. You are hereby notified, pursuant to Local Bankruptcy Rule 9021-1(1)(a)(v), that a judgment or order entitled (specify):
entered on (specify date):

JUN 08 2005

**ORDER GRANTING MOTION FOR ORDER AUTHROZING SALE OF PERSONAL PROPERTY FREE AND CLEAR
OF LIENS, CLAIMS AND INTERESTS**

2. I hereby certify that I mailed a copy of this notice and a true copy of the order or judgment of the persons and entities on
the following parties on (specify date):

JUN 08 2005

David B. Golubchik
Levene, Neale, Bender, Rankin & Brill
1801 Avenue of the Stars, Suite 1120
Los Angeles, CA 90067

Counsel for John M. Wolfe, Chapter 7 Trustee
Mark S. Horoupian
Richard J. Ruzsat
SulmeyerKupetz
333 South Hope Street, 35th Fl.
Los Angeles, CA 90071

Dated: **JUN 08 2005**

JON D. CERETTO
Clerk of the Bankruptcy Court

by: 
Deputy Clerk

This form is optional. It has been approved for use by the United States Bankruptcy Court for the Central District of California



SECRETARY OF STATE

I, *Kevin Shelley*, Secretary of State of the State of California, hereby certify:

That the attached transcript of 1 page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of

DEC 30 2003

Kevin Shelley
Secretary of State

