

07-28-2006



To the Director of the U. S. Patent a

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ocuments or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Evolve Software, Inc.

- Individual(s)
- General Partnership
- Corporation-State (Delaware)
- Other Citizenship (see guidelines) -
- Association
- Limited Partnership

Execution Date(s) April 22, 2003

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Primavera Systems, Inc.

Street Address: 3 Bala West, Suite 700

City: Bala Cynwyd

State: PA

Country: USA Zip: 19004

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

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:

- Assignment
- Security Agreement
- Other **Order Authorizing (I) Sale of Certain of the Debtors' Assets Free and Clear of Liens, Claims, Encumbrances and interests, (II) Assumptions and Assignment of Certain Executory Contracts and Unexpired Leases, and (III) Assumption of Certain Liabilities.**
- Merger
- Change of Name

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 Schedule of Trademarks

Additional sheet(s) attached? Yes No

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

See attached Schedule of Trademarks

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

Name: James R. Meyer, Esquire

Schnader, Harrison, Segal, & Lewis, LLP

Street Address: 1600 Market Street, Suite 3600

City: Philadelphia

State: PA Zip: 19103

Phone Number: 215-751-2622

Fax Number: 215-972-7677

Email Address: jmeyer@schnader.com

6. Total number of applications and registrations involved

4

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$115.00

- 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
Authorized User Name

9. Signature:

Signature
James R. Meyer
Name of Person Signing

7/25/06.
Date



Total number of pages including cover sheet, attachments, and documents:

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995

1382113

EVOLVE SOFTWARE, INC.

SCHEDULE OF TRADEMARKS

Registration Number	Trademark
Registration No. 2,269,328	DESIGN (Evolve Logo) 
Registration No. 2,265,216	EVOLVE
Registration No. 2,371,553	SERVICESPHERE
Registration No. 2,365,202	SERVICESPHERE & Design 

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05-11-2006
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To the Director of the U. S. Patent and Trademark C

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- Merger
- Change of Name

2. Name and address or receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: N/A

Street Address:

City:

APR 28 2006

State:

Country:

Zip:

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

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(Designations must be a separate document from assignment)

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a. Credit Card Last 4 Numbers

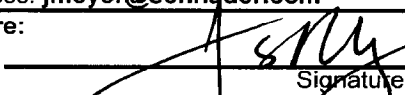
Expiration Date

b. Deposit Account Number

Authorized User Name

40.00 DP
75.00 DP
00000053 226 9228
05/11/2006 NJRW1

9. Signature:


Signature

04/27/2006

Date

James R. Meyer
Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: _____

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995

05/11/2006 NJRW1
01 FI:AS21
02 FI:AS22

1360045

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:)	Chapter 11
)	
EVOLVE SOFTWARE, INC., <i>et al.</i> ,)	
)	Case No. 03-10841 (PJW)
)	
)	Jointly Administered
)	
Debtors.)	RE: Docket No. 44 26

**ORDER AUTHORIZING (I) SALE OF CERTAIN OF THE
DEBTORS' ASSETS FREE AND CLEAR OF LIENS,
CLAIMS, ENCUMBRANCES AND INTERESTS, (II) ASSUMPTION AND
ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS AND
UNEXPIRED LEASES, AND (III) ASSUMPTION OF CERTAIN LIABILITIES**

Upon the motion, dated March 24, 2003 (the "Motion")¹ of the above-captioned debtors and debtors-in-possession (the "Debtors"), for, *inter alia*, entry of an order under 11 U.S.C. §§ 105(a), 363, 365, and 1146(c) and Fed. R. Bankr. P. 2002, 6004, 6006, and 9014 (the "Sale Order") authorizing (i) the sale (the "Sale") by Evolve Software, Inc., ("Evolve") of the Acquired Assets pursuant to and as described in the Asset Purchase Agreement, dated as of March 19, 2003 (the "Agreement"),² between Evolve and Primavera Software, Inc. and Primavera Systems, Inc., (collectively, "Purchaser"), (ii) Evolve's assumption and assignment to the Purchaser of the Designated Contracts, pursuant to and as described in the Agreement, and (iii) the assumption by the Purchaser of certain liabilities of Evolve (the "Assumed Liabilities"), pursuant to and as described in the Agreement; and the Court having entered an order on April 4,

¹ Unless otherwise defined, capitalized terms used herein shall have the meanings ascribed to them in the Motion or the Agreement, as the case may be; as to any conflicts with respect to such terms, the meanings contained in the Agreement shall control over the meanings contained in the Motion.

² A copy of the Agreement is annexed hereto as Exhibit A.

2003 (the "Procedures Order") approving (i) the Bidding Procedures, (ii) the form and manner of notice of the Auction, and (iii) the form and manner of the notice of the assumption and assignment of Designated Contracts, and a hearing on the Motion having been held on April 22, 2003 (the "Sale Hearing"), at which time all interested parties were offered an opportunity to be heard with respect to the Motion; and the Court having reviewed and considered (i) the Motion, (ii) the objections thereto, if any, and (iii) the arguments of counsel made, and the evidence proffered or adduced, at the Sale Hearing; and it appearing that the relief requested in the Motion is in the best interests of the Debtors, their estates and creditors and other parties in interest; and upon the record of the Sale Hearing and these cases; and after due deliberation thereon; and good cause appearing therefor, it is hereby

FOUND AND DETERMINED THAT:³

A. The Court has jurisdiction over this Motion and the transactions contemplated by the Agreement pursuant to 28 U.S.C. §§ 157 and 1334, and this matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A) and (N). Venue of these cases and the Motion in this district is proper under 28 U.S.C. §§ 1408 and 1409.

B. The statutory predicates for the relief sought in the Motion are sections 105, 363 and 365 and 1146(c) of 11 U.S.C. §§ 101 et seq. (the "Bankruptcy Code"), and Fed. R. Bankr. P. 2002, 6004, 6006 and 9014.

C. As evidenced by the affidavits of service and publication previously filed with the Court, and based on the representations of counsel at the Sale Hearing, (i) proper, timely, adequate and sufficient notice of the Motion, the Sale Hearing, the Auction, and the

³ 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.

assumption and assignment of the Designated Contracts has been provided in accordance with 11 U.S.C. §§ 102(1), 363 and 365 and Fed. R. Bankr. P. 2002, 6004 and 9014 and in compliance with the Procedures Order, (ii) such notice was good and sufficient, and appropriate under the particular circumstances, and (iii) no other or further notice of the Motion, the Sale Hearing, the Auction, or the assumption and assignment of the Designated Contracts is or shall be required.

D. As demonstrated by (i) the testimony and other evidence proffered or adduced at the Sale Hearing and (ii) the representations of counsel made on the record at the Sale Hearing, Evolve has marketed the Acquired Assets and conducted the sale process in compliance with the Procedures Order and the Auction was duly noticed.

E. Evolve (i) has full corporate power and authority to execute the Agreement and all other documents contemplated thereby, and the sale of the Acquired Assets by Evolve has been duly and validly authorized by all necessary corporate action, (ii) has all of the corporate power and authority necessary to consummate the transactions contemplated by the Agreement, (iii) has taken all corporate action necessary to authorize and approve the Agreement and the consummation by Evolve of the transactions contemplated thereby, and (iv) no consents or approvals, other than those expressly provided for in the Agreement, are required for Evolve to consummate such transactions.

F. Approval of the Agreement and consummation of the Sale at this time are in the best interests of the Debtors, their creditors, their estates, and other parties in interest.

G. The Debtors have demonstrated both (i) good, sufficient, and sound business purpose and justification and (ii) compelling circumstances for the Sale pursuant to 11 U.S.C. § 363(b) prior to, and outside of, a plan of reorganization in that, among other things, absent the Sale the value of the Acquired Assets will be harmed.

H. A reasonable opportunity to object or be heard with respect to the Motion and the relief requested therein has been afforded to all interested persons and entities, including: (i) the Office of the United States Trustee; (ii) counsel for the Purchaser; (iii) counsel for any statutory committee appointed in these cases; (iv) all entities known to have expressed a bona fide interest in acquiring the Acquired Assets; (v) all entities (or counsel therefor) known to have asserted any lien, claim, encumbrance, right of refusal or other interest in or upon the Acquired Assets; (vi) all federal, state, and local regulatory or taxing authorities or recording offices which have a reasonably known interest in the relief requested by the Motion; (vii) all non-debtor parties to the Designated Contracts; (viii) the United States Attorney's office; (ix) the Securities and Exchange Commission; (x) the Internal Revenue Service; (xi) the Department of Justice; and (xii) all entities who have filed a request for service of papers in these cases.

I. The Agreement was negotiated, proposed and entered into by Evolve and the Purchaser without collusion, in good faith, and from arm's-length bargaining positions. Neither Evolve nor the Purchaser have engaged in any conduct that would cause or permit the Agreement to be avoided under 11 U.S.C. § 363(n).

J. The Purchaser is a good faith purchaser under 11 U.S.C. § 363(m) and, as such, is entitled to all of the protections afforded thereby.

K. The Purchaser is not an "insider" of any of the Debtors, as that term is defined in 11 U.S.C. § 101.

L. The consideration provided by the Purchaser for the Acquired Assets pursuant to the Agreement (i) is fair and reasonable, (ii) is the highest or otherwise best offer for the Acquired Assets, (iii) will provide a greater recovery for the Debtors' creditors than would be provided by any other practical available alternative, and (iv) constitutes reasonably equivalent

value and fair consideration under the Bankruptcy Code and under the laws of the United States, any state, territory, possession, or the District of Columbia.

M. The Sale must be approved and consummated promptly in order to preserve the value of the Acquired Assets.

N. The transfer of the Acquired Assets to the Purchaser will be a legal, valid, and effective transfer of the Acquired Assets, and will vest the Purchaser with all right, title, and interest of Evolve in the Acquired Assets free and clear of all liens, claims, encumbrances and interests, including, but not limited to: (i) those that purport to give to any party a right or option to effect any forfeiture, modification, right of first refusal, or termination of Evolve's or the Purchaser's interest in the Acquired Assets, or any similar rights, including without limitation, the request of any customer of the Debtors to take source code out of escrow; (ii) those relating to taxes arising under or out of, in connection with, or in any way relating to the operation of the Acquired Assets prior to the Closing, (iii) all mortgages, deeds of trust, security interests, conditional sale or other title retention agreements, pledges, liens, judgments, demands, encumbrances, 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 and (iv) all debts arising in any way in connection with any agreements, acts, or failures to act, of any of the Debtors or any of the Debtors' predecessors or affiliates, claims (as that term is defined in the Bankruptcy Code), obligations, liabilities, demands, guaranties, options, rights, contractual or other commitments, restrictions, interests and matters of any kind and nature, whether known or unknown, contingent or otherwise, whether arising prior to or subsequent to the commencement of these bankruptcy cases, and whether imposed by agreement, understanding, law, equity or otherwise, including but not limited to claims otherwise

arising under doctrines of successor liability to the extent permitted by law (collectively, "Interests").

O. The Purchaser would not have entered into the Agreement and would not consummate the transactions contemplated thereby, thus adversely affecting the Debtors, their estates, and their creditors, if the sale of the Acquired Assets to the Purchaser and the assignment of the Designated Contracts and Assumed Liabilities to the Purchaser was not free and clear of all Interests of any kind or nature whatsoever, or if the Purchaser would, or in the future could, be liable for any of the Interests, including, without limitation, the Excluded Liabilities.

P. Evolve may sell the Acquired Assets free and clear of all Interests of any kind or nature whatsoever because, in each case, one or more of the standards set forth in 11 U.S.C. § 363(f)(1)-(5) has been satisfied. Those (i) holders of Interests and (ii) non-debtor parties to Designated Contracts who did not object, or who withdrew their objections, to the Sale or the Motion are deemed to have consented pursuant to 11 U.S.C. § 363(f)(2). Those (i) holders of Interests and (ii) non-debtor parties to Designated Contracts who did object fall within one or more of the other subsections of 11 U.S.C. § 363(f) and are adequately protected by having their Interests, if any, attach to the cash proceeds of the Sale ultimately attributable to the property against or in which they claim an Interest.

Q. The sale of the Acquired Assets to the Purchaser is a prerequisite to the Debtors' ability to confirm and consummate a chapter 11 plan or plans.

R. Evolve has demonstrated that it is an exercise of its sound business judgment to assume and assign the Designated Contracts to the Purchaser in connection with the consummation of the Sale, and the assumption and assignment of the Designated Contracts is in the best interests of the Debtors, their estates, and their creditors. The Designated Contracts

being assigned to, and the liabilities being assumed by, the Purchaser are an integral part of the Agreement and the Acquired Business and, accordingly, such assumption and assignment of Designated Contracts and liabilities are reasonable and enhance the value of the Debtors' estates.

S. Evolve has (i) cured, or provided adequate assurance of cure, of any default existing prior to the date hereof under any of the Designated Contracts, within the meaning of 11 U.S.C. § 365(b)(1)(A) and (ii) provided compensation or adequate assurance of compensation to any party for any actual pecuniary loss to such party resulting from a default prior to the date hereof under any of the Designated Contracts, with the meaning of 11 U.S.C. § 365(b)(1)(B), and the Purchaser has provided adequate assurance of their future performance of and under the Designated Contracts, within the meaning of 11 U.S.C. § 365(b)(1)(C).

T. Approval of the Agreement and assumption and assignment of the Designated Contracts and consummation of the Sale of the Acquired Assets at this time are in the best interests of the Debtors, their creditors, their estates and other parties in interest.

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

1. The Motion is granted, as further described herein.
2. All objections to the Motion or the relief requested therein that have not been withdrawn, waived, or settled, and all reservations of rights included therein, hereby are overruled on the merits.

Approval of the Agreement

3. The Agreement, and all of the terms and conditions thereof, is hereby approved.

4. Pursuant to 11 U.S.C. § 363(b), Evolve is authorized to perform its obligations under and comply with the terms of the Agreement, and consummate the Sale, pursuant to and in accordance with the terms and conditions of the Agreement.

5. The Debtors are authorized and directed to execute and deliver, and empowered to perform under, consummate and implement, the Agreement, together with all additional instruments and documents that may be reasonably necessary or desirable to implement the Agreement, and to take all further actions as may be requested by the Purchaser for the purpose of assigning, transferring, granting, conveying and conferring to the Purchaser or reducing to possession, the Acquired Assets, or as may be necessary or appropriate to the performance of the obligations as contemplated by the Agreement.

6. This Order and the Agreement shall be binding in all respects upon all creditors (whether known or unknown) of any Debtor, all non-debtor parties to the Designated Contracts, all successors and assigns of the Purchaser, the Debtors and their affiliates and subsidiaries, and any subsequent trustees appointed in the Debtors' chapter 11 cases or upon a conversion to chapter 7 under the Bankruptcy Code, and shall not be subject to rejection. Nothing contained in any chapter 11 plan confirmed in these bankruptcy cases or the confirmation order confirming any such chapter 11 plan shall conflict with or derogate from the provisions of the Agreement or this Order.

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

Transfer of Assets

8. Except as expressly permitted or otherwise specifically provided for in the Agreement or this Order, pursuant to 11 U.S.C. §§ 105(a) and 363(f), the Acquired Assets shall be transferred to the Purchaser, and upon consummation of the Agreement (the "Closing"), and shall be free and clear of all Interests of any kind or nature whatsoever with all such Interests of any kind or nature whatsoever to attach to the net proceeds of the Sale in the order of their priority, with the same validity, force and effect which they now have as against the Acquired Assets, subject to any claims and defenses the Debtors may possess with respect thereto.

9. Except as expressly permitted or otherwise specifically provided by the Agreement or this Order, all persons and entities, including, but not limited to, all debt security holders, equity security holders, governmental, tax, and regulatory authorities, parties to executory contracts, customers, lenders, trade and other creditors, holding Interests of any kind or nature whatsoever against or in the Debtors or the Acquired Assets (whether legal or equitable, secured or unsecured, matured or unmatured, contingent or non-contingent, senior or subordinated), arising under or out of, in connection with, or in any way relating to, the Debtors, the Acquired Assets, the operation of the Debtors' business prior to the Closing, or the transfer of the Acquired Assets to the Purchaser, hereby are forever barred, estopped, and permanently enjoined from asserting against the Purchaser, its successors or assigns, its property, or the Acquired Assets, such persons' or entities' Interests.

10. Nothing in this Order or the Agreement shall be construed to release or nullify any liability to any governmental entity under police or regulatory requirements that any entity would be subject to as the owner or operator of property after the date of entry of this Order.

11. The transfer of the Acquired Assets to the Purchaser pursuant to the Agreement constitutes a legal, valid, and effective transfer of the Acquired Assets, and shall vest the Purchaser with all right, title, and interest of Evolve in and to the Acquired Assets free and clear of all Interests of any kind or nature whatsoever.

12. If any person or entity that has filed financing statements, mortgages, mechanic's liens, *lis pendens*, or other documents or agreements evidencing Interests in the Debtors or the Acquired Assets shall not have delivered to the Debtors prior to the Closing, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases of all Interests which the person or entity has with respect to the Debtors or the Acquired Assets or otherwise, then (a) the Debtors are hereby authorized and directed to execute and file such statements, instruments, releases and other documents on behalf of the person or entity with respect to the Acquired Assets and (b) the Purchaser is hereby authorized to file, register, or otherwise record a certified copy of this Order, which, once filed, registered or otherwise recorded, shall constitute conclusive evidence of the release of all Interests in the Acquired Assets of any kind or nature whatsoever.

**Assumption and Assignment
to Purchaser of Designated Contracts**

13. Pursuant to 11 U.S.C. § 105(a) and 365, and subject to and conditioned upon the Closing of the Sale, Evolve's assumption and assignment to the Purchaser, and the Purchaser's assumption on the terms set forth in the Agreement, of the Designated Contracts is hereby approved, and the requirements of 11 U.S.C. § 365(b)(1) with respect thereto are hereby deemed satisfied.

14. Evolve is hereby authorized and directed in accordance with 11 U.S.C. § 105(a) and 365 to (a) assume and assign to the Purchaser, effective upon the Closing of the Sale, the Designated Contracts free and clear of all Interests of any kind or nature whatsoever and (b) execute and deliver to the Purchaser such documents or other instruments as may be necessary to assign and transfer the Designated Contracts and Assumed Liabilities to the Purchaser.

15. With respect to the Designated Contracts: (a) the Designated Contracts shall be transferred and assigned to, and following the Closing of the Sale remain in full force and effect for the benefit of, the Purchaser in accordance with their respective terms, notwithstanding any provision in any such Designated Contract (including those of the type described in sections 365(b)(2) and (f) of the Bankruptcy Code) that prohibits, restricts, or conditions such assignment or transfer and, pursuant to 11 U.S.C. § 365(k), the Debtors shall be relieved from any further liability with respect to the Designated Contracts after such transfer and assignment to the Purchaser; (b) which are executory contracts of Evolve under Section 365 of the Bankruptcy Code, Evolve may assume such Designated Contracts in accordance with Section 365 of the Bankruptcy Code; (c) Evolve may assign each Designated Contract in accordance with Sections 363 and 365 of the Bankruptcy Code, and any provisions in any

Designated Contract that prohibit or condition the assignment of such Designated Contract or allow the non-debtor party to such Designated Contract to terminate, recapture, impose any penalty, condition renewal or extension, or modify any term or condition upon the assignment of such Designated Contract including, without limitation, any provision which would allow a customer to take source code out of escrow, constitute unenforceable anti-assignment provisions which are void and of no force and effect; (d) all other requirements and conditions under Section 363 and 365 of the Bankruptcy Code for the assumption and assignment by Evolve to the Purchaser of each Designated Contract have been satisfied; and (e) upon Closing, in accordance with Sections 363 and 365 of the Bankruptcy Code, the Purchaser shall be fully and irrevocably vested in all right, title and interest of each Designated Contract. Any portion of any Designated Contract which purports to permit the landlord to cancel the remaining term of such Designated Contract if Debtors discontinue their use or operation of the leased premises are void and of no force and effect, and shall not be enforceable against Purchaser, its assignees and sublessees and the landlords under such Designated Contract shall not have the right to cancel or otherwise modify the Designated Contract or increase the rent, assert any claim or impose any penalty by reason of such discontinuation, Debtors' cessation of operations, the assignment of such Designated Contract to Purchaser, or the interruption of business activities at any of the leased premises.

16. All defaults or other obligations of Evolve under the Designated Contracts arising or accruing prior to the Closing under the Agreement (without giving effect to any acceleration clauses or any default provisions of the kind specified in section 365(b)(2) of the Bankruptcy Code) shall be cured by Evolve at the Closing of the Sale or as soon thereafter as

practicable, and the Purchaser shall have no liability or obligation arising or accruing prior to the date of the Closing of the Sale, except as otherwise expressly provided in the Agreement.

17. Each non-debtor party to a Designated Contract hereby is forever barred, estopped, and permanently enjoined from asserting against the Purchaser, or its property, any default existing as of the Closing of the Sale.

18. Except as provided in the Agreement or this Order, after the Closing, the Debtors and their estates shall have no further liabilities or obligations with respect to any assumed liabilities and all holders of such claims are forever barred and estopped from asserting such claims against the Debtors, their successors or assigns, their property or their assets or estates.

19. The equipment being leased to Evolve Software, Inc. by Sunrise International Leasing Corporation d/b/a Sunrise Leasing Corporation d/b/a Cisco Systems Capital Corporation (Sunrise) under Master Lease 72200793 and individual lease 72200793 AA, is not included in the property sold by the Debtors to the Buyer, Primavera, ~~or any other buyer under the sale process.~~ The Sunrise leases are not being assumed and assigned to the Buyer, Primavera.

Additional Provisions

20. The consideration provided by the Purchaser for the Acquired Assets under the Agreement shall be deemed to constitute reasonably equivalent value and fair consideration under the Bankruptcy Code and under the laws of the United States, any state, territory, possession, or the District of Columbia.

21. The consideration provided by the Purchaser for the Acquired Assets under the Agreement is fair and reasonable and may not be avoided under section 363(n) of the Bankruptcy Code.

22. On the Closing of the Sale, each of the Debtors' creditors is authorized to execute such documents and take all other actions as may be necessary to release its Interests in the Acquired Assets, if any, as such Interests may have been recorded or may otherwise exist.

23. This Order (a) shall be effective as a determination that, on the Closing, all Interests of any kind or nature whatsoever existing as to the Debtors or the Acquired Assets prior to the Closing have been unconditionally released, discharged and terminated (other than the Assumed Liabilities), and that the conveyances described herein have been effected and (b) shall be binding upon and shall govern the acts of all entities 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 Acquired Assets.

24. Except as otherwise expressly provided in the Agreement, Purchaser shall have no obligation to pay wages, bonuses, severance pay, benefits (including, without limitation, contributions or payments on account of any under-funding with respect to any and all pension plans) or any other payment to employees of the Debtors. Purchaser shall have no liability with respect to any collective bargaining agreement, employee pension plan, employee welfare or retention, benefit and/or incentive plan to which any Debtors are a party (including, without

limitation, arising from or related to the rejection or other termination of any such agreement), and Purchaser shall in no way be deemed a party to or assignee of any such agreement, and no employee of Purchaser shall be deemed in any way covered by or a party to any such agreement, and all parties to any such agreement are hereby enjoined from asserting against Purchaser any and all claims arising from or relating to such agreement. Any and all notices, if any, required to be given to the Debtors' employees pursuant to The Worker Adjustment and Retraining Notification Act (the 'WARN Act'), or any similar federal or state law, shall be the sole responsibility and obligation of the Debtors and Purchaser shall have no responsibility or liability therefore.

25. Any amounts that become payable by the Debtors to Purchaser pursuant to the Agreement (and related agreements executed in connection therewith) (a) shall constitute administrative expenses of the Debtors' estates under § 503(b) and 507(a)(1) of the Bankruptcy Code and (b) shall be paid by the Debtors in the time and manner provided for in the Agreement (and such related agreements) without further court order.

26. Each and every federal, state, and local governmental agency or department is hereby authorized to accept any and all documents and instruments necessary and appropriate to consummate the transactions contemplated by the Agreement.

27. All entities who are presently, or on the Closing may be, in possession of some or all of the Acquired Assets are hereby directed to surrender possession of the Acquired Assets to the Purchaser on the Closing.

28. Except for the Assumed Liabilities or as expressly permitted or otherwise specifically provided for in the Agreement or this Order, the Purchaser shall have no liability or responsibility for any liability or other obligation of the Debtors arising under or related to the

Acquired Assets. Without limiting the generality of the foregoing, and except as otherwise specifically provided herein and in the Agreement, to the extent allowed by law, the Purchaser shall not be liable for any claims against the Debtors or any of their predecessors or affiliates, and the Purchaser shall have no successor or vicarious liabilities of any kind or character including but not limited to any theory of antitrust, environmental, successor or transferee liability, labor law, de facto merger, or substantial continuity, whether known or unknown as of the Closing, now existing or hereafter arising, whether fixed or contingent, with respect to the Debtors or any obligations of the Debtors arising prior to the Closing, including, but not limited to, liabilities on account of any taxes arising, accruing, or payable under, out of, in connection with, or in any way relating to the operation of the Debtors' business prior to the Closing.

29. Following the Closing, no holder of an Interest in the Debtors or the Acquired Assets shall interfere with the Purchaser's title to or use and enjoyment of the Acquired Assets based on or related to such Interest, or any actions that the Debtors may take in their Chapter 11 cases.

30. This Court retains jurisdiction to enforce and implement the terms and provisions of the Agreement, all amendments thereto, any waivers and consents thereunder, and of each of the agreements executed in connection therewith in all respects, including, but not limited to, retaining jurisdiction to (a) compel delivery of the Acquired Assets to the Purchaser, (b) compel delivery of the purchase price or performance of other obligations owed to the Debtors, (c) resolve any disputes arising under or related to the Agreement, except as otherwise provided therein, (d) interpret, implement, and enforce the provisions of this Order, and (e) protect the Purchaser against (i) any of the Excluded Liabilities or (ii) any Interests in the Debtors or the Acquired Assets, of any kind or nature whatsoever.