

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Bankruptcy Action		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GEMINI AIR CARGO, INC.		12/12/2008	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	SIGMA AIRWAYS, LLC		
Street Address:	4515 Triland Avenue		
City:	Carey		
State/Country:	NORTH CAROLINA		
Postal Code:	27158		
Entity Type:	LIMITED LIABILITY COMPANY: NORTH CAROLINA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2192175	GEMINI AIR CARGO	
Registration Number:	2220173	GEMINI AIR CARGO	
CORRESPONDENCE DATA			
Fax Number:	(216)241-2881		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	216-241-2880		
Email:	jstorey@cowdenlaw.com		
Correspondent Name:	John Storey		
Address Line 1:	4600 Euclid Avenue		
Address Line 2:	Suite 400		
Address Line 4:	Cleveland, OHIO 44103		
NAME OF SUBMITTER:	John Storey		
Signature:	/John Storey/		
Date:	01/05/2009		

OP \$65.00 2192175

Total Attachments: 22

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TRADEMARK ASSIGNMENT

This Assignment ("Assignment") is made effective as of December 12, 2008 from Bank of Utah, not in its individual capacity by solely as Owner Trustee under Trust Supplement #32 ("ASSIGNOR"), to Sigma Airways, LLC ("ASSIGNEE"):

WHEREAS, ASSIGNOR is the owner of the trademarks (the Marks") and other intellectual property ("the Property") as described in Exhibit A, attached hereto and incorporated by reference herein, together with the goodwill of the business symbolized thereby in connection with the goods on which the Marks are used ("the Products").

WHEREAS, ASSIGNOR desires to convey, transfer, assign, deliver, and contribute to ASSIGNEE all of its right, title, and interest in and to the Marks and the Property.

NOW, THEREFORE, in consideration of the payment of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR hereby conveys, transfers, assigns, delivers, and contributes to ASSIGNEE all of ASSIGNOR'S right, title, and interest of whatever kind in and to the Marks and the Property, together with (1) the goodwill of the business relating to the Products in respect upon which the Marks are used and for which they are registered: (2) all income, royalties, and damages hereafter due or payable to ASSIGNOR with respect to the Marks, including without limitation, damaged, and payments for past or future infringements and misappropriations of the Marks: and (3) all rights to sue for past, present and future infringements or misappropriations of the Marks.

ASSIGNOR further covenants that it will execute all documents, papers, forms and authorizations and take all other actions that may be necessary for securing, completing, or vesting in ASSIGNEE full right, title, and interest in the Marks and the Property.

IN WITNESS WHEREOF, ASSIGNOR has duly executed under seal and delivered this Assignment, as of the day and year first above written.

**BANK OF UTAH, not in its individual capacity
but solely as Owner Trustee**

By: _____
Name: _____
Title: **Michael Hoggan
Vice President**

EXHIBIT A

<u>Mark</u>	<u>Registration No.</u>	<u>Registration or Filing Date</u>
Name "Gemini Air Cargo"	<u>2,192,175</u>	<u>9/29/98</u>
<u>Gemini Logo</u>	<u>2,220,173</u>	<u>9/26/99</u>

ORDERED in the Southern District of Florida on AUG 14 2008



A. Jay Cristol
A. Jay Cristol, Chief Judge Emeritus
United States Bankruptcy Court

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION
www.flsb.uscourts.gov

IN RE: Chapter 11
GEMINI CARGO LOGISTICS, INC., et al.¹, Case No. 08-18173-BKC-AJC
Debtors. Jointly Administered

**ORDER UNDER 11 U.S.C. §§ 105(a), 363(b) and (k) AND 365 AND
FED. R. BANKR. P. 2002, 6004 AND 6006 (I) AUTHORIZING AND APPROVING
SALE OF CERTAIN OF THE DEBTORS' ASSETS FREE
AND CLEAR OF LIENS, CLAIMS, AND INTERESTS [AND ASSUMPTION AND
ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED
LEASES IN CONNECTION THEREWITH], (II) GRANTING
GOOD FAITH STATUS, AND (III) GRANTING CERTAIN RELATED RELIEF**

Upon the Motion filed June 18, 2008 (Docket Entry 20) for Orders pursuant to 11 U.S.C. §§ 105, 363, 365 and 1146 and Fed. R. Bankr. P. 2002, 6004, 6006 and 9014 (A) Approving (I) Bidding Procedures, (II) Form and Manner of Sale Notices, and (III) Sale Hearing Date, and

¹ The address and four digits of the tax payer identification numbers for each of the Debtors follow in parenthesis: (i) Gemini Cargo Logistics, Inc., Miami International Airport, 6105 N.W. 18th Street, Building 716, Suite 400, Miami, FL 33126 (4279); (ii) Gemini Air Cargo, Inc., 44965 Aviation Drive, Suite 300, Dulles, VA 20166 (9248); (iii) Gemini Leasing, Inc., 44965 Aviation Drive, Suite 300, Dulles, VA 20166 (0106); and (iv) Gemini Leasing Holdings, Inc., 44965 Aviation Drive, Suite 300, Dulles, VA 20166 (0107).

43520/0042-1531277v7
1329287-2



Certified to be a true and correct copy of the original
Katherine Gould Feldman, Clerk
U.S. Bankruptcy Court
SOUTHERN DISTRICT OF FLORIDA
By: *[Signature]*
Deputy Clerk
Date: 12/15/08

TRADEMARK
REEL: 003912 FRAME: 0905

(B) Authorizing and Approving (I) Sale of a Portion of or Substantially All of the Debtors' Assets Free and Clear of Certain Liens, Claims and Encumbrances, and (II) Assumption and Assignment of Executory Contracts and Unexpired Leases ("Sale Motion")² of Gemini Cargo Logistics, Inc., et al., the within debtors and debtors-in-possession (the "Debtors"); and the Court having entered an order on June 26, 2008 (the "Procedures Order") approving, among other things, the Bidding Procedures annexed to the Procedures Order; and it appearing that the Bidding Procedures permit Laurus (as defined in that Final Order authorizing secured post-petition financing entered in these cases ("Final DIP Order") (Docket Entry 171) to exercise its right to credit bid a portion of its Indebtedness (as defined in the Final DIP Order) under Section 363(k) of the Bankruptcy Code, and such right to credit bid is also provided for in Paragraph 13 of the Final DIP Order; and it appearing that Laurus has elected to credit bid a portion of its secured claim to purchase certain of the Debtors' assets as defined and identified in Schedule 1 to this Order and executory contracts identified in Schedule 2 to this Order (collectively, the "Laurus Purchased Assets"); and the Court having reviewed and considered (i) the Sale Motion and the relief requested therein, (ii) the objections, if any, to the Sale Motion, and (iii) the statements of counsel on the record at the hearing on the Sale Motion on August 12, 2008 (the "Approval Hearing"), as well as the prior proceedings held before the Court in these cases; and the Court being satisfied that adequate and sufficient notice of the Bidding Procedures, the Sale Motion, the Auction, the Approval Hearing and all transactions contemplated under this Order were given in accordance with the Procedures Order, the Federal Rules of Bankruptcy Procedure and the Local Rules of this Court; and all interested parties

² Unless otherwise defined herein, capitalized terms shall have the meanings ascribed to them in the Sale Motion.

having been afforded an opportunity to be heard with respect to the Sale Motion and the Auction, and all relief related thereto; and after due deliberation thereon; and good and sufficient cause appearing therefor, and for the reasons stated on the record at the Approval Hearing, it is hereby

FOUND AND DETERMINED THAT:³

A. On June 18, 2008 (the "Petition Date"), the Debtors filed voluntary petitions for relief under Chapter 11 of Title 11, United States Code (the "Bankruptcy Code").

B. Since the Petition Date, the Debtors have continued in possession of their assets and management of their businesses as debtors-in-possession pursuant to Sections 1107(a) and 1108 of the Bankruptcy Code.

C. On June 25, 2008, an Official Committee of Unsecured Creditors ("Committee") was formed and appointed in the Debtors' Chapter 11 cases.

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

E. The statutory predicates for the relief sought in the Sale Motion are Sections 105(a), 363(b), (f), (k), (m), and (n), 365, and 1146 of the Bankruptcy Code and Fed. R. Bankr. P. 2002, 6004, 6006, and 9014.

F. As evidenced by the certificate of mailing and certificates of publication filed with the Court, and based on the statements by Debtors' counsel at the Approval Hearing (i) proper, timely, adequate and sufficient notice of the Sale Motion and the Approval Hearing

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.

has been provided in accordance with the Procedures Order; (ii) such notice is good, sufficient and appropriate under the particular circumstances; and (iii) no other or further notice of the Sale Motion, the Approval Hearing, the Sale, or the entry of this Order is or shall be required.

G. A reasonable opportunity to object or be heard regarding the relief requested in the Sale Motion and the credit bid by Laurus has been afforded to all interested persons and entities.

H. As demonstrated by the proffers and representations of counsel made at the Sale Hearing, the Debtors have marketed their assets and conducted the sale process in compliance with the Bidding Procedures and the Procedures Order, and the Auction (as defined in the Procedures Order) was duly noticed and a reasonable opportunity was provided to any interested party to make a higher and better offer for the Debtors' assets.

I. Despite the adequate marketing of the Debtors' assets, the Debtors did not receive any acceptable Qualified Bids for the Laurus Purchased Assets which are the subject of Laurus' credit bid, as detailed in this Order and the Schedules annexed hereto. The purchase price to be paid by Laurus is a credit bid of a portion of the Indebtedness owed by the Debtors to Laurus (the "Laurus Credited Debt") under various loan documents more particularly described in the Final DIP Order, and is fair and provides greater value to the Debtors' estates than any other alternative and constitutes reasonably equivalent value and reasonable market value for the Laurus Purchased Assets including any executory contracts and/or unexpired leases to be assumed by the Debtors and assigned to Laurus (the "Contracts").

J. Laurus, including any designee or nominee, is a purchaser in good faith as that term is used in Section 363(m) of the Bankruptcy Code. As referenced in this Order, Laurus shall be deemed to include any designee or nominee, which designee or nominee shall, and is

hereby authorized to, succeed to Laurus' rights under this Order. The credit bid was negotiated, proposed, submitted and agreed to by the parties in good faith, from arm's length bargaining positions and without collusion and, therefore, Laurus, including any designee or nominee, is entitled to the protections of Section 363(m) of the Bankruptcy Code with respect to the Laurus Purchased Assets, including the Contracts and for all other purposes.

K. The Debtors have articulated compelling circumstances and sound business reasons for consummating the Laurus credit bid transaction referenced herein and selling, assigning and transferring the Laurus Purchased Assets including the Contracts outside of a plan of reorganization.

L. The Laurus Purchased Assets are listed on Schedule 1 to this Order. The Contracts are listed on Schedule 2 annexed to this Order.

M. The Debtors are the sole and lawful owners of the Laurus Purchased Assets and the Contracts are binding on all non-debtor third parties and are effective. The Debtors have full corporate power and authority to effect the sale, assignment and transfer of the Laurus Purchased Assets and the assumption and assignment of the Contracts.

N. It is a condition to Laurus' credit bid that the Debtors' sale, assignment and transfer the Laurus Purchased Assets to Laurus and the consummation of all the transactions described in this Order shall be free and clear of all Liens and Claims (as hereinafter defined) in accordance with Sections 105 and 363(f) of the Bankruptcy Code, excepting only the ongoing obligations of payment and performance accruing after the entry of the Closing Date (as defined below) under the Contracts (the "Assumed Liabilities"). The extent, validity and priority of Laurus' liens on the Laurus Purchased Assets has been determined in the Final DIP Order as no creditor or party-in-interest timely filed a challenge to Laurus' pre-petition claims or pre-petition

liens prior to the expiration of the challenge period set forth in the Final DIP Order. Laurus further requires that it shall have no liability whatsoever for any obligations of or claims (including without limitation as defined in Section 101(5) of the Bankruptcy Code) against the Debtors, other than with respect to the Assumed Liabilities.

O. The Laurus Purchased Assets are property of the Debtors' bankruptcy estates under Section 541 of the Bankruptcy Code. The sale, assignment and transfer of the Laurus Purchased Assets to Laurus will be a legal, valid and effective transfer of the Laurus Purchased Assets, and will vest Laurus with all right, title and interest in and to the Laurus Purchased Assets and the Contracts, free and clear of all Liens and Claims.

P. An injunction against creditors and third parties from pursuing any Liens and Claims against the Laurus Purchased Assets is necessary to induce Laurus to make its credit bid; the issuance of such an injunction, therefore, is necessary to avoid irreparable injury to the Debtors' estates and will benefit all creditors. The Debtors have demonstrated that it is an exercise of their sound business judgment to assume and assign the Contracts to Laurus in connection with the consummation of the Sale, and the assumption and assignment of the Contracts is in the best interests of the Debtors, their estates and their creditors. The Contracts being assigned to, and the Assumed Liabilities being assumed by, Laurus are an integral part of the Laurus Purchased Assets being purchased by Laurus and, accordingly, such assumption and assignment of Contracts and Assumed Liabilities is reasonable, enhance the value of the Debtors' estates and does not constitute unfair discrimination.

Q. The Debtors or Laurus have (i) cured and/or provided adequate assurance of cure of any default existing prior to the date hereof under any of the Contracts, within the meaning of Section 365(b)(1)(A) of the Bankruptcy Code, 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 Contracts, within the meaning of Section 365(b)(1)(B) of the Bankruptcy Code; and adequate assurance of future performance under the Contracts, within the meaning of Section 365(b)(1)(C) of the Bankruptcy Code, has been provided.

ACCORDINGLY, IT IS HEREBY ORDERED as follows:

1. The Sale Motion and the credit bid by Laurus for the Laurus Purchased Assets hereby is granted in all respects and all objections to the Sale Motion and the Laurus credit bid, if any, that have not been withdrawn, waived, or settled, and all reservations of rights included in such objections, are overruled and denied.

2. Pursuant to Sections 363(b) and (f) of the Bankruptcy Code, the Debtors are authorized, empowered and directed to sell, assign and transfer to Laurus or its designee(s) the Laurus Purchased Assets set forth on Schedule 1 hereto and to assume and assign the Contracts listed on Schedule 2, and to take such action as is necessary to effectuate same including, but not limited to, execute and deliver all additional agreements, instruments and documents that Laurus deems necessary or appropriate, all without any further corporate authorization or Order of this Court. The full consideration paid by Laurus hereunder shall be the Laurus Credited Debt which shall be in the amount of \$15,000,000.00, to be applied against the Indebtedness in the manner set forth in the Final DIP Order. Laurus shall not be obligated to provide any further consideration provided, however, that Laurus shall fund the costs and expenses of transferring and conveying title to, and possession of, the Laurus Purchased Assets. The Debtor shall not use any funds on hand for this purpose without the consent of Laurus pursuant to an agreed upon written budget. The Closing of the sale of the Laurus Purchased Assets and the assignment by

the Debtors of the Contracts shall occur on the 3rd business day after this Order becomes final and non-appealable, unless extended or shortened by Laurus in its discretion ("Closing Date"). On the Closing Date, this Order shall be construed and shall constitute for all purposes a full and complete general assignment, conveyance and transfer of the Laurus Purchased Assets and Contracts, and so shall further constitute a bill of sale transferring good and marketable title in the Laurus Purchased Assets and Contracts to Laurus, including any designee. Notwithstanding the foregoing, any officer of the Debtors is hereby authorized to, and shall execute Bill(s) of Sale and other documents in a form acceptable to Laurus which Laurus reasonably believes are necessary to effectuate the terms of this Order.

3. Notwithstanding any other provision of this Order (including any Schedule hereto), in no event shall the Laurus Purchased Assets include any right, title or interest of the Debtors in or to either of the MD-11F aircraft bearing manufacturer's serial number 48434 or 48435 or in or to any of the General Electric CF6-80C2-D1F engines bearing engine serial number 704-277 , 702-519, 702-507, 702-513, 702-500, 702-514, or 702-497, in or to any parts installed on any of them or which should under the terms of the leases of any of the foregoing aircraft or engines be installed on any of them or otherwise be owned by the owner of any of them , any manuals, data or other records related to any of them, or any of the leases related to any of them or any rights, remedies or claims thereunder.

4. Notwithstanding any other provision in this Order, the Laurus Purchased Assets may be amended by agreement of the parties. In addition, If Finnair Oyj has an objection as to the scope of the Laurus Purchased Assets that are the subject of the credit bid, it may file an objection within three (3) business days following the entry date of this Order. The Court will consider the objection de novo on an expedited basis.

5. Except with respect to the recoupment and/or setoff rights, if any, of the United States and the claims and defenses of Laurus with respect to such rights, and pursuant to Sections 105 and 363(b), (f) and (k) of the Bankruptcy Code, the delivery of Bill(s) of Sale and any other documents of transfer shall be evidence that title to the Laurus Purchased Assets has passed to Laurus free and clear of any and all liens (including mechanics', materialmen's and other consensual and non-consensual liens and statutory liens), security interests, encumbrances and claims (including, but not limited to, any "claim" as defined in Section 101(5) of the Bankruptcy Code), reclamation claims, mortgages, deeds of trust, pledges, covenants, restrictions, hypothecations, charges, indentures, loan agreements, instruments, contracts, leases, licenses, options, rights of first refusal, offsets, recoupment, rights of recovery, judgments, orders and decrees of any Court or foreign or domestic governmental entity, claims for reimbursement, contribution, indemnity or exoneration, assignment, preferences, debts, charges, suits, rights of recovery, interests, products liability, alter-ego, environmental, successor liability, tax and other liabilities, causes of action and claims, to the fullest extent of the law, in each case whether secured or unsecured, choate or inchoate, filed or unfiled, scheduled or unscheduled, noticed or unnoticed, recorded or unrecorded, perfected or unperfected, allowed or disallowed, contingent or non-contingent, liquidated or unliquidated, matured or unmatured, material or non-material, disputed or undisputed, or known or unknown, whether arising before, on, or subsequent to the Petition Date, whether imposed by agreement, understanding, law, equity or otherwise (other than the Assumed Liabilities) (collectively, the "Liens and Claims"), and all such Liens and Claims upon the Laurus Purchased Assets are unconditionally released, discharged and terminated.

6. By purchasing the Laurus Purchased Assets, Laurus is not assuming and shall have no obligation for, directly or indirectly, any of the liabilities or obligations of the Debtors except the Assumed Liabilities.

7. The sale of the Laurus Purchased Assets to Laurus pursuant to this Order constitutes a legal, valid and effective transfer and vests Laurus with all right, title and interest of the Debtors in and to the Laurus Purchased Assets.

8. Pursuant to Section 365 of the Bankruptcy Code and subject to and conditioned upon the occurrence of the Closing Date, the Debtors' assumption and assignment to Laurus of the Contracts, and Laurus' assumption of the Contracts is hereby approved, and the requirements of Section 365(b)(1) of the Bankruptcy Code with respect thereto are hereby deemed satisfied.

9. The Debtors are hereby authorized in accordance with Sections 105(a) and 365 of the Bankruptcy Code to (a) assume and assign to Laurus, effective upon the Closing, the Contracts free and clear of all claims and interests of any kind or nature whatsoever other than the Assumed Liabilities, and (b) execute and deliver to Laurus such documents or other instruments as Laurus deems may be reasonably necessary to assign and transfer the Contracts and Assumed Liabilities to it.

10. With respect to the Contracts: (a) the Contracts are transferred and assigned to, and following the Closing remain in full force and effect for the benefit of, Laurus, notwithstanding any provision in any such 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 Section 365(k) of the Bankruptcy Code, the Debtors shall be relieved from any further liability with respect to the Contracts after such assignment to and assumption by Laurus; (b) the Debtors may assume each of the Contracts in accordance with

Section 365 of the Bankruptcy Code; (c) the Debtors may assign each Contract in accordance with Sections 363 and 365 of the Bankruptcy Code, and any provisions in any Contract that prohibit or condition the assignment of such Contract or allow the party to such Contract to terminate, recapture, impose any penalty, condition renewal or extension, or modify any term or condition upon the assignment of such Contract, constitute unenforceable anti-assignment provisions which are void and of no force and effect; (d) all other requirements and conditions under Sections 363 and 365 of the Bankruptcy Code for the assumption by the Debtors and assignment to Laurus of each Contract have been satisfied; and (e) upon Closing, in accordance with Sections 363 and 365 of the Bankruptcy Code, Laurus shall be fully and irrevocably vested in all right, title and interest of each Contract free and clear of claims and interests.

11. All defaults or other obligations of the Debtors under the Contracts arising, incurred, or accruing prior to the Closing (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 as soon as practicable after the Closing by Laurus, and Laurus shall have no liability or obligation for amounts arising, accruing, incurred, or relating to a period prior to the date of the Closing relating to the Contracts except as otherwise expressly set forth on Schedule 3 to this Order. The amounts on Schedule 3 are the sole amounts necessary under Section 365(b) of the Bankruptcy Code to cure all monetary defaults under the Contracts (collectively, the "Cure Amounts"), and no other amounts are or shall be due to the non-debtor parties in connection with the assumption by the Debtors and the assignment to Laurus of the Contracts.

12. Each non-debtor party to a Contract hereby is forever barred, estopped, and permanently enjoined from (i) asserting against Laurus or the property of any of them default arising prior to or existing as of the Closing or, against Laurus, any counterclaim, defense, setoff

or any other Claim asserted or assertable against the Debtors; and (ii) imposing or charging against Laurus any rent accelerations, assignment fees, increases or any other fees as a result of the Debtors' assumption and assignments to Laurus of the Contracts. The validity of such assumption and assignments of Contracts shall not be affected by any dispute between the Debtors and any non-debtor party to a Contract.

13. This Order shall be binding in all respects upon, and shall inure to the benefit of, the Debtors, their estates, creditors and equity interest holders, and Laurus, and their respective affiliates, successors, designees and assigns, including without limitation, any Chapter 11 or 7 trustee hereinafter appointed for the Debtors. Nothing contained in any Chapter 11 plan confirmed in this case or in the order confirming any such Chapter 11 plan shall conflict with or derogate from the provisions of this Order.

14. On the Closing Date, each of the creditors of the Debtors is authorized and directed to execute such documents and take all other actions as may be necessary to release its Liens and Claims against or in the Laurus Purchased Assets and Contracts, if any, as such Liens and Claims may have been recorded or may otherwise exist, and the Debtors are authorized to execute such Bill(s) of Sale, Assignments or other documents as may be required for this purpose.

15. Each and every federal, state, and local governmental agency, recording office or department and all other parties, persons or entities is hereby directed to accept this Order for recordation as conclusive evidence of the free and clear and unencumbered transfer of title to the Laurus Purchased Assets and Contracts conveyed to Laurus.

16. If any person or entity that has filed financing statements, mortgages, mechanic's liens, lis pendens, or other documents or agreements evidencing Liens and Claims against or in

the Laurus Purchased Assets shall not have delivered to the Debtors before the Closing Date, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases of all Liens and Claims that the person or entity has with respect to the Laurus Purchased Assets or otherwise, Laurus is hereby authorized to execute and file such statements, instruments, releases and other documents on behalf of such person or entity with respect to the Laurus Purchased Assets.

17. Except with respect to the recoupment and/or setoff rights, if any, of the United States and the claims and defenses of Laurus with respect to such rights, effective on the Closing Date, all parties and/or entities asserting Liens and Claims and/or contract rights against the Debtors and/or any of the Laurus Purchased Assets hereby are permanently enjoined and precluded from, with respect to such Liens and Claims (i) asserting, commencing or continuing in any manner any action against Laurus or any of its subsidiaries, affiliates, successors, designees or assigns, or any of their respective directors, officers, agents, members, partners, representatives and employees or any lender to any of the foregoing entities (all such persons and entities including, without limitation, such lenders are collectively referred to as the "Protected Parties") or against any Protected Parties' assets or properties, including without limitation, the Laurus Purchased Assets; (ii) the enforcement, attachment, collection or recovery, by any manner or means, of any judgment, award or decree or order against the Protected Parties or any properties or assets of the Protected Parties including, without limitation, the Laurus Purchased Assets; (iii) creating, perfecting or enforcing any encumbrance of any kind against the Protected Parties or any properties or assets of the Protected Parties including, without limitation, the Laurus Purchased Assets; (iv) asserting any setoff, right of subrogation or recoupment of any

kind against any obligation due the Protected Parties; and (v) taking any action, in any manner, in any place whatsoever, that does not conform to or comply with the provisions of this Order.

18. The provisions of this Order authorizing the sale, assignment and transfer of the Laurus Purchased Assets free and clear of Liens and Claims shall be self-executing, and neither the Debtors, Laurus nor any other party shall be required to execute or file releases, termination statements, assignments, cancellations, consents or other instruments to effectuate, consummate and/or implement the provisions hereof with respect to such sale. Without in any way limiting the foregoing, Laurus is empowered to execute and file releases, termination statements, assignments, consents, cancellations or other instruments to effectuate, consummate and/or implement the provisions hereof with respect to such sale.

19. Consummation of the transactions contemplated in this Order does not effect a de facto merger or consolidation of the Debtors and Laurus or result in the continuation of the Debtors' business under Laurus' control. Laurus is not the alter ego of, a successor-in-interest to, or a continuation of the Debtors, nor is Laurus otherwise liable for the Debtors' debts and obligations, other than the Assumed Liabilities.

20. All entities who may be in possession of some or all of the Laurus Purchased Assets to be conveyed to Laurus on the Closing Date hereby are directed to surrender possession of the Laurus Purchased Assets to Laurus on the Closing Date and to execute and deliver such documents and instruments as shall be necessary to convey and assign the Laurus Purchased Assets to Laurus or its designee, whether on or after the Closing Date.

21. The Agreement is not a sub rosa Chapter 11 plan for which approval has been sought without the protections that a disclosure statement would afford, and is not in violation of creditors' and equity security interest holders' voting rights.

22. The purchase by Laurus is a purchase in good faith for fair value within the meaning of Section 363(m) of the Bankruptcy Code, and Laurus, including any designee, is entitled to the protections of Section 363(m) of the Bankruptcy Code. Accordingly, the reversal or modification or appeal of the authorization provided herein shall not affect the validity of the sale, assignment or transfer of the Laurus Purchased Assets and the Contracts to Laurus, unless such authorization is duly stayed pending such appeal before the Closing Date.

23. The sale approved by this Order is not subject to avoidance pursuant to Section 363(n) of the Bankruptcy Code. The consideration provided by Laurus hereunder, including the Laurus Credited Debt, constitutes reasonably equivalent value and fair consideration.

24. No bulk sales law or any similar law of any state or other jurisdiction shall apply in any way to any of the transactions herein.

25. As provided by Fed. R. Bankr. P. 6004(h), 6006(d) and 7062, this Order shall be final, effective and enforceable immediately upon its entry. The Court expressly finds that there is no just reason for delay in the implementation of this Order and the Closing may occur as soon as all the conditions precedent to such Closing have been satisfied or waived.

26. No expense of administration of these bankruptcy cases or of any future proceedings that may result therefrom shall be charged against or recovered from Laurus or the Laurus Purchased Assets or Contracts pursuant to Section 506(c) of the Bankruptcy Code or any similar statute, rule or principle of law.

27. The provisions of this Order are non-severable and mutually dependent.

28. This Court shall retain exclusive jurisdiction to enforce and implement the terms and provisions of, and to resolve any dispute(s) concerning, this Order, and the rights and duties

of the parties hereunder including, but not limited to, all issues and disputes arising in connection with the relief authorized herein, and concerning the sale, assignment or transfer of the Laurus Purchased Assets and the Contracts free and clear of all Liens and Claims.

29. For the avoidance of doubt, Laurus has the right to acquire the Laurus Purchased Assets and Contracts individually, or to designate another entity to succeed to its rights hereunder, including one or more trusts.

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Submitted by:

BERGER SINGERMAN, P.A.
200 South Biscayne Boulevard, Suite 1000
Miami, Florida 33131
Tel: (305) 755-9500
Fax: (305) 714-4340
Counsel for Debtors

SCHEDULE 1

The Laurus Purchased Assets shall include:

(a) all of the Debtors' rights, title and interest relating or pertaining in any way to the ownership, lease, operation or possession of its DC-10 aircraft, including any accessory, appurtenance, or part of an aircraft, aircraft engine, propeller, or appliance that is to be or may be installed at a later time in an aircraft, aircraft engine, propeller or appliance, and shall include all rotatable, nonconsumable parts (including rotatable line replaceable parts) including by not limited to test boxes, towbars, covers, emergency slides, de-icing equipment, galley equipment, spare aircraft seats, jacks and rigging kits, etc. and which are usable in connection with any aircraft, airframes or any engines which from time to time relate thereto, currently located at any of the following locations: (i) Gemini Air Cargo Warehouse, 2461 N.W. 67th Avenue Building 700, Miami, Florida 33126; (ii) Westside Industrial Park, Corp., 2520 and 2530 West 6th Avenue Hialeah, Florida 33010; (iii) In-transit to Miami; (iv) Dulles; (v) Osdend, Belgium; (vi) Brussels, Belgium; (vii) Tampa, Florida; (viii) Milan; and (ix) on aircraft, all as more particularly identified on Schedule 1(a) attached hereto;

(b) all owned spare parts that are usable with respect to the Debtors' MD-11 aircraft, including any accessory, appurtenance, or part of an aircraft, aircraft engine, propeller, or appliance that is to be or may be installed at a later time in an aircraft, aircraft engine, propeller or appliance, and shall include all rotatable, nonconsumable parts (including rotatable line replaceable parts) including by not limited to test boxes, towbars, covers, emergency slides, de-icing equipment, galley equipment, spare aircraft seats, jacks and rigging kits, etc. and which are usable in connection with any aircraft, airframes or any engines which from time to time relate thereto, currently located at any of the following locations: (i) Gemini Air Cargo Warehouse, 2461 N.W. 67th Avenue Building 700, Miami, Florida 33126; (ii) Westside Industrial Park, Corp., 2520 and 2530 West 6th Avenue Hialeah, Florida 33010; (iii) In-transit to Miami; (iv) Dulles; (v) Osdend, Belgium; (vi) Brussels, Belgium; (vii) Tampa, Florida; (viii) Milan; and (ix) on aircraft, all as more particularly identified on Schedule 1(b) attached hereto;

(c) all owned spare parts that could be used with respect to either the Debtors' DC-10 aircraft and MD-11 aircraft including any accessory, appurtenance, or part of an aircraft, aircraft engine, propeller, or appliance that is to be or may be installed at a later time in an aircraft, aircraft engine, propeller or appliance, and shall include all rotatable, nonconsumable parts (including rotatable line replaceable parts) including by not limited to test boxes, towbars, covers, emergency slides, de-icing equipment, galley equipment, spare aircraft seats, jacks and rigging kits, etc. and which are usable in connection with any aircraft, airframes or any engines which from time to time relate thereto, currently located at any of the following locations: (i) Gemini Air Cargo Warehouse, 2461 N.W. 67th Avenue Building 700, Miami, Florida 33126; (ii) Westside Industrial Park, Corp., 2520 and 2530 West 6th Avenue Hialeah, Florida 33010; (iii) In-transit to Miami; (iv)

Dulles; (v) Osdend, Belgium; (vi) Brussels, Belgium; (vii) Tampa, Florida; (viii) Milan; and (ix) on aircraft, all as more particularly identified on Schedule 1(c) attached hereto;

(d) all of the Debtors' owned equipment, furniture, fixtures, machinery, tools and other personal property related to its business;

(e) all of the Debtors' rights to warranties and licenses received from manufacturers and sellers of any of the spare parts, equipment or any component thereof referred to in Schedules 1(a), (b), (c) and (d) above;

(f) all of the Debtors' rights and interest in any inventory (other than as identified on Schedules 1(a),(b) and (c) above) and any rights of Debtors' under warranties, representations and guarantees made by suppliers, manufacturers and contractors with respect to such inventory;

(g) all of the Debtors' intellectual property rights, including without limitation, trade names, trade marks, service marks and those marks identified on Schedule 1(g), together with all of associated good will;

(h) all of the Debtors' computer software or systems owned by the Debtors, as identified on Schedule 1(h) attached hereto;

(i) all books, files and the records, whether in hard copy or electronic form, relating in any way to the Debtors' business and the Laurus Purchased Assets, including, without limitation, customer list, historical customer files, reports, plans, data, accounting and tax records, products specifications, drawings, diagrams, training manuals, safety and environmental reports and documents, maintenance schedules, records and log books, inventory records, business plans and marketing and all other studies document records regardless of location;

(j) all deposits (including securing new utility deposits and including cash deposits and those posted as security for payment, credits, allowances and rebates and prepaid aviation insurance);

(k) all accounts receivable;

(l) any and all good will of the Debtors' business;

(m) all cash on hand and in banks, cash equivalents, investments and checks received (but not deposited or collected), in each case, whether now or hereafter acquired, and bank accounts and checkbooks;

(n) all prepaid expenses of the Debtors, including, without limitation, any unearned insurance premiums;

(o) any refunds, credits with respect to any taxes of seller, including interest receivable with respect thereto;

(p) all deposits of the seller with the internal revenue service, including, without limitation, tax deposits, pre-payments and estimated payments; and

(q) all causes of action, losses, judgments, claims, refunds, rights of recovery, rights of said-of demands, warranty claims, rights to indemnification or reimbursement or other rights or claims, other than any rights, demands, claims, actions and causes of action arising under Chapter 5 of the Bankruptcy Code.

Schedule 1(g)

Acquired Intellectual Property

Trademarks:

<u>Mark</u>	<u>Registration No.</u>	<u>Registration or Filing Date</u>
Name "Gemini Air Cargo"	2,192,175	9/29/98
Gemini logo	2,220,173	9/26/99