

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT												
NATURE OF CONVEYANCE:	COURT APPOINTMENT OF TRUSTEE												
CONVEYING PARTY DATA													
<table border="1"> <thead> <tr> <th>Name</th> <th>Formerly</th> <th>Execution Date</th> <th>Entity Type</th> </tr> </thead> <tbody> <tr> <td>Colibri Corporation</td> <td></td> <td>02/18/2009</td> <td>CORPORATION: RHODE ISLAND</td> </tr> <tr> <td>The Colibri Group, Inc.</td> <td></td> <td>02/18/2009</td> <td>CORPORATION: RHODE ISLAND</td> </tr> </tbody> </table>	Name	Formerly	Execution Date	Entity Type	Colibri Corporation		02/18/2009	CORPORATION: RHODE ISLAND	The Colibri Group, Inc.		02/18/2009	CORPORATION: RHODE ISLAND	
Name	Formerly	Execution Date	Entity Type										
Colibri Corporation		02/18/2009	CORPORATION: RHODE ISLAND										
The Colibri Group, Inc.		02/18/2009	CORPORATION: RHODE ISLAND										
RECEIVING PARTY DATA													
Name:	Allan M. Shine												
Street Address:	123 Dyer Street												
City:	Providence												
State/Country:	RHODE ISLAND												
Postal Code:	02903												
Entity Type:	INDIVIDUAL: UNITED STATES												
PROPERTY NUMBERS Total: 1													
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> <th>Word Mark</th> </tr> </thead> <tbody> <tr> <td>Registration Number:</td> <td>0441305</td> <td>COLIBRI</td> </tr> </tbody> </table>	Property Type	Number	Word Mark	Registration Number:	0441305	COLIBRI							
Property Type	Number	Word Mark											
Registration Number:	0441305	COLIBRI											
CORRESPONDENCE DATA													
Fax Number:	(212)448-0020												
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>													
Phone:	212-448-1800												
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Correspondent Name:	Peter A. Fields												
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Address Line 2:	235 Park Avenue South, 3rd Floor												
Address Line 4:	New York, NEW YORK 10003												
ATTORNEY DOCKET NUMBER:	ALLIANCE- COLIBRI												
NAME OF SUBMITTER:	Tanya Marie Curcio												

OP \$40.00 0441305

Signature:	/tmc/
Date:	05/14/2009
<p>Total Attachments: 12</p> <p>source=Colibri - Authorization Order#page1.tif</p> <p>source=Colibri - Authorization Order#page2.tif</p> <p>source=Colibri - Authorization Order#page3.tif</p> <p>source=Colibri - Authorization Order#page4.tif</p> <p>source=Colibri - Authorization Order#page5.tif</p> <p>source=Colibri - Authorization Order#page6.tif</p> <p>source=Colibri - Authorization Order#page7.tif</p> <p>source=Colibri - Authorization Order#page8.tif</p> <p>source=Colibri - Authorization Order#page9.tif</p> <p>source=Colibri - Authorization Order#page10.tif</p> <p>source=Colibri - Authorization Order#page11.tif</p> <p>source=Alliance- Colibri- Redacted Lot #16#page1.tif</p>	

STATE OF RHODE ISLAND
PROVIDENCE, SC,

SUPERIOR COURT

FOUNDERS EQUITY SBIC I, L.P. :

V. :

P.B. No. 2009-0253

THE COLIBRI GROUP, INC. :

Administratively
Consolidated With

ALLAN M. SHINE, Receiver of
The Colibri Group, Inc. :

V. :

P.B. No. 2009-0664

COLIBRI CORPORATION :

ORDER AUTHORIZING SALE OF ASSETS OF RECEIVERSHIP
ESTATE AND ESTABLISHING BIDDING PROCEDURES

Upon consideration of the Motion for an Order Authorizing the Sale of Assets of the Receivership Estate and to Establish Bidding Procedures (the "Sale Motion"), Allan M. Shine, as court appointed receiver (the "Receiver") of the administratively consolidated receivership estates of The Colibri Group, Inc. ("TCG") and Colibri Corporation ("CC") (collectively, "Seller") pursuant to the Orders Appointing Permanent Receiver (the "Order Appointing Permanent Receiver") entered by Associate Justice Michael A. Silverstein of the Rhode Island Superior Court (the "Superior Court"), and the Court being satisfied and finding that Notice of this Hearing has been given to the Service Lists in these cases, and that such Notice is fair, adequate, and reasonable under the circumstances herein, is hereby authorized, subject to a Sale Confirmation Hearing to be held on March 23, 2009, to sell the assets (the "Assets") of the Seller as set forth below:

1. The Receiver may sell the Assets by auction in accordance with the procedures attached hereto (subject to any reasonable modification that the Receiver determines, in consultation with his advisors, and in consultation with HSBC Bank USA, National Association

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SUPERIOR COURT
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HENRY S. KINCH JR., CLERK
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("HSBC"), and Sovereign Bank and Sovereign Precious Metals, LLC ("Sovereign") (collectively with HSBC, the "Secured Creditors"), is appropriate for the sale of the Seller's assets) (the "Bid Procedures"). The auction shall be in one or more lots, as described in the Bid Procedures (the "Lots") or in such other lots as the Receiver, in consultation with his advisors and the Secured Creditors, determines are reasonable and likely to maximize value to the Receivership estate.

2. The Receiver shall promptly post the Bid Procedures on the website of the Receiver's advisor and shall disseminate copies of such Bid Procedures directly to any party requesting copies of the same.

3. With respect to the sale of each Lot, the Purchaser shall execute a Bid Agreement Form substantially in the form attached to the Bid Procedures, and shall execute the Acknowledgement of Bill of Sale and Assets substantially in the form attached to the Bid Procedures.

4. Each sale of the Assets will be free and clear of all liens, security interests, mortgages, encumbrances, claims, and interests, including, without limitation, any rights, claims and interest related to any Assets that may be subject to a third-party license with the Seller ("Licensed Assets"). All third-party licensors known to the Receiver who may claim an interest in, or rights with respect to any Licensed Assets pursuant to a license agreement with the Seller shall be provided with notice of the proposed sale of the Licensed Assets and notice of the Final Hearing. All liens, security interests, mortgages, encumbrances, claims, and interests against the Assets, including without limitation the liens of the Secured Lenders, will, upon the sale of the Assets, transfer to the sale proceeds of the Assets in the same priority as prior to the transfer of the same.

5. The Receiver may refuse to close and/or may ask this Court to avoid any sale transaction contemplated herein if he determines that the sale price was controlled adversely by an agreement among any persons or parties, including without limitation a Potential Bidder. Notwithstanding, and without limiting the Receiver's authority in the foregoing sentence, the

Receiver may, in his sole discretion, consent to the submission of joint or cooperative bids following written request in advance. **Collusion and/or agreements to adversely influence the price or interfere with any auction contemplated by this Order are prohibited.**

6. The Receiver has set the following deadlines for the conduct of the auction:

The deadline for submitting bids by a Qualified Bidder shall be no later than 4:00 p.m. (EST) on March 16, 2009 (the "Bid Deadline").

Any auction (the "Auction") with respect to any sale of Assets shall take place at 25 Fairmount Avenue, East Providence, Rhode Island commencing at 11:00 a.m. (EST) on March 19, 2009, or at such other location as determined by the Receiver after consultation with the Secured Creditors and with notice to all Qualified Bidders.

7. On March 23, 2009, at 9:30 a.m., at Courtroom 17, 4th floor, 250 Benefit Street, Providence, Rhode Island, the Superior Court shall conduct a hearing (the "Sale Confirmation Hearing") at which the Receiver shall seek entry of an order (the "Sale Order") authorizing and approving the sale of the Assets (the "Sale Transaction(s)"). **Any objections to the sales contemplated herein, including, without limitation, objections to sales of goods that may be subject to the rights of third parties (e.g. licensors), are required to be filed and served on or before Friday, March 6, 2009, not later than 4:00 p.m.**

8. The Receiver shall send Notice of this Order to all prospective bidders and to all creditors of the Defendants and all other interested parties, such Notice to include:

a. That the Hearing on the Motion to Approve the claim of the Secured Creditors shall take place at 9:30 a.m. on February 27, 2009, at Courtroom 17, 4th floor, 250 Benefit Street, Providence, Rhode Island;


b. That the auction sale of the Defendants' assets shall commence at 11:00 a.m. on Thursday, March 19, 2009, at 25 Fairmount Street, East Providence, Rhode Island; and

c. That the Bidding Procedures for Sale of Assets of The Colibri Group, Inc. and Colibri Corporation may be viewed at <http://www.wszlaw.com/colibribidprocedures.pdf> or by requesting a copy thereof from the Receiver at (401) 273-8300.

ENTERED as an Order of this Court this 17th day of February, 2009.

ENTER:

BY ORDER:


Silverstein, J.


Clerk, Superior Court

2/18/09
Deputy

STATE OF RHODE ISLAND
PROVIDENCE, SC,

SUPERIOR COURT

FOUNDERS EQUITY SBIC I, L.P.

V.

THE COLIBRI GROUP, INC.

ALLAN M. SHINE, Receiver of
The Colibri Group, Inc.

V.

COLIBRI CORPORATION

P.B. No. 2009-0253

Administratively
Consolidated With

P.B. No. 2009-0664

BIDDING PROCEDURES FOR SALE OF
ASSETS OF THE COLIBRI GROUP, INC. AND COLIBRI CORPORATION

Allan M. Shine, as court appointed receiver (the "Receiver") of the administratively consolidated receivership estates of The Colibri Group, Inc. ("TCG") and Colibri Corporation ("CC") (collectively with TCG, the "Seller") pursuant to the orders appointing permanent receiver (the "Orders Appointing Permanent Receiver") entered by Associate Justice Michael A. Silverstein of the Rhode Island Superior Court (the "Superior Court"), will be selling substantially all of the assets of the Seller (the "Assets") and is soliciting bids for the sale of the Assets. Pursuant to the Orders Appointing Permanent Receiver, and the Order (the "Bidding Procedures Order") on the Motion for an Order Authorizing the Sale of Assets of the Receivership Estate and to Establish Bidding Procedures (the "Sale Motion"), in the sole discretion of the Receiver, with the consent of HSBC Bank USA, National Association ("HSBC"), and Sovereign Bank and Sovereign Precious Metals, LLC ("Sovereign" and collectively with HSBC, the "Secured Creditors"), the Assets may be sold in one or more lots at auction(s) as described in Schedule A attached hereto (each a "Lot" or, in any combination, the "Lots") or in such other Lot or partial Lot as the Receiver deems appropriate, in consultation with his advisors and the Secured Creditors, all subject to final approval by the Superior Court at the Sale Confirmation Hearing (defined below). Nothing herein is intended nor shall be deemed to limit the Receiver's election, in his sole discretion, to proceed with a sale of any Lot(s) or part thereof to a "stalking horse bidder," or to sell any of the Assets by way of a direct sale outside of these procedures, subject to further approval of the Superior Court.

By the Sale Motion, the Receiver sought, among other things, preliminary and final approval of the process and procedures through which he will determine the highest or otherwise best bid(s) for substantially all of the Assets in the control of the Receiver, all consistent with the authority granted to the Receiver in the Orders Appointing Receiver. On February 17, 2009, the Superior Court entered the Bidding Procedures Order that, among other things, authorized and

directed the Receiver, after consultation with the Secured Creditors, to determine the highest or otherwise best bid(s) for the Assets through the process and procedures set forth below (the "Bidding Procedures").

On March 23, 2009, at 9:30 a.m., at Courtroom 17, 4th floor, 250 Benefit Street, Providence, Rhode Island, the Superior Court shall conduct a hearing (the "Sale Confirmation Hearing") at which the Receiver shall seek entry of an order (the "Sale Order") authorizing and approving the sale of the Assets (the "Sale Transaction(s)").

Bid Deadline

The deadline for submitting bids by a Potential Bidder (as defined below) who seeks to participate in the March 19th auction process (as defined below) shall be no later than 4:00 p.m. (prevailing Eastern Time) on March 16, 2009 (the "Bid Deadline").

Bid Delivery and Notice Parties

Prior to any Bid Deadline, a Potential Bidder that desires to make a bid shall simultaneously deliver written copies of its bid by email and/or hard copy to: (i) Receiver, Allan M. Shine, Esq., 123 Dyer Street, Providence, RI 02903 (ashine@wszlaw.com), (ii) Christopher Ellis, Consensus Advisors, 73 Newbury Street, Boston, MA 02116-3054 (cellis@consensusadvisors.com); and (iii) counsel for the Secured Creditors, Patricia J. Igoe, Esq., Nixon Peabody LLP, One Citizens Plaza, Providence, RI 02903 (pigoe@nixonpeabody.com) (collectively the "Notice Parties").

Participation Requirements

In order to participate in the bidding process, any person desiring to purchase any Lot(s) of Assets (a "Potential Bidder") must first deliver the following to the Receiver and other Notice Parties so as to be received no later than the Bid Deadline (as defined above):

- i. An executed confidentiality agreement in a form acceptable to the Receiver after consultation with the Secured Creditors.
- ii. A letter from a bank or other financial institution confirming the Potential Bidder's ability to fund all payment obligations with respect to a contemplated Sale Transaction, or such other financial statements or evidence satisfactory to the Receiver, after consultation with the Secured Creditors. The Receiver reserves the right to seek the most current audited and latest unaudited financial statements of a Potential Bidder or, if the Potential Bidder is an entity formed for the purpose of a Sale Transaction, financials of the equity holder(s) of the Potential Bidder or such other form of financial disclosure as is acceptable to Receiver, after consultation with the Secured Creditors, in his reasonable discretion, and a written commitment, acceptable to the Receiver, in his reasonable discretion, from the

equity holder(s) of the Potential Bidder that such equity holder(s) shall be directly and primarily responsible for satisfaction of the Potential Bidder's obligations in connection with a Sale Transaction (all of the above, collectively, the "Financials"); and

- iii. An executed Bid Form (the "Bid Agreement Form") as provided by the Receiver (subject to any right of the Receiver to exclude Assets from the Lot(s) of Assets purchased) providing for the binding agreement of the Potential Bidder to purchase the particular Lot of Assets for a purchase price in an amount that would qualify such bid as a Qualifying Bid (as defined below). Each Bid Agreement Form must contain an electronic mail notice address for the Potential Bidder submitting the Bid Form.

In addition, by the Bid Deadline, a Potential Bidder must also deliver the Good Faith Deposit (as defined below) according to the terms set forth herein. The Receiver, after consultation with the Secured Creditors, may waive or modify any of the forgoing requirements in connection with the sale of any particular lot of the Assets.

A "Qualified Bidder" is a Potential Bidder whose Financials reasonably demonstrate the financial capability to consummate a Sale Transaction and that the Receiver determines, after consultation with the Secured Creditors, is likely to consummate a Sale Transaction if selected as the Successful Bidder (as defined below), after taking into account all relevant legal, regulatory, and business considerations of the Secured Lenders and other creditors.

Upon timely receipt by the Receiver and other Notice Parties of all of the materials required by subparagraphs (i-iii) above and receipt of the Good Faith Deposit from a Potential Bidder, the Receiver shall determine, in consultation with the Secured Creditors, and shall, no later than March 18, 2009, notify the Potential Bidder in writing by electronic mail, whether the Potential Bidder is a Qualified Bidder.

Due Diligence From Bidders

Each Potential Bidder or Qualified Bidder shall comply with all reasonable requests for additional information and due diligence by the Receiver, the Secured Creditors, or their advisors related to the ability of the Potential Bidder or Qualified Bidder to close. Failure by the Potential Bidder or Qualified Bidder to fully comply with requests for additional information and due diligence access will be a basis for the Receiver to determine that a bid made by such Potential Bidder or Qualified Bidder is not a Qualified Bid.

Due Diligence From Receiver and Terms of Sale

The Receiver shall use reasonable efforts to comply with all reasonable requests for additional information and due diligence access by a Potential Bidder or Qualified Bidder, subject to the right of the Receiver after consultation with the Secured Creditors, to limit or condition the disclosure of proprietary information of trade secrets of the Sellers to competitors of the Seller. By submitting a Bid Agreement Form each bidder acknowledges that any sale will

be made without representation or warranty of either the Assets or the quality of the due diligence provided and that the sale will be in accordance with the form Bill of Sale attached hereto. By submitting a bid all bidders are agreeing to execute this form of Bill of Sale.

Adjustments for Variations in Lot Size and Content

The final Bid Agreement Form for each Lot shall be posted on the following website as soon as practicable: www.tcg-sales.com/sflogin.cfm. The quantity of inventory to be delivered at Closing may vary from the good faith estimate provided by the Receiver. Each Potential Bidder agrees to perform whatever due diligence on the exact quantity available that it deems appropriate, and that the Receiver determines is reasonable, and to purchase any Lot(s) on which it bid regardless of variations in actual quantity. Each Successful Bidder shall pay the full bid price to the Receiver on the Closing Date (as defined below) and, immediately thereafter, shall initiate an inventory count with a representative of the Receiver, with the resulting count being the "Audited Inventory Count." If the Audited Inventory Count deviates from the Receiver's estimate, the final sale price shall be adjusted by multiplying the difference between the Receiver's estimate and the Audited Inventory Count by a fraction, the numerator of which is the Successful Bidder's bid and the denominator of which is the Receiver's quantity estimate (such adjustment amount being the "Price Adjustment"). If the Receiver's quantity estimate was greater than the Audited Inventory Count, the Receiver shall reimburse the Price Adjustment to the Successful Bidder. If the Receiver's quantity estimate was less than the Audited Inventory Count, the Successful Bidder shall pay the Receiver the Price Adjustment prior to removal of the inventory from the Receiver's premises. Any disputes regarding the Audited Inventory Count or the Price Adjustment shall be resolved by the Superior Court.

Bid Requirements

Any bid must be a written irrevocable offer from a Qualified Bidder on a Bid Agreement Form (i) stating that the Qualified Bidder offers to consummate a Sale Transaction pursuant to the Bill of Sale, including price; (ii) enclosing a signed copy of the Bid Agreement Form stating the bidder's agreement to comply with these procedures and its agreement to close a Sale Transaction in accordance with these procedures and the terms of the form Bill of Sale; (iii) confirming that the offer shall remain open until the closing of a Sale Transaction to the Successful Bidder (as defined below); and (iv) providing for the consummation of the proposed transaction as soon as is reasonably practicable but in no event later than the Closing Date (as defined below) or as extended by agreement of Receiver and the Secured Creditors.

In addition to the foregoing, a Qualified Bid is a bid that:

1. has a cash component that is not conditioned in any manner upon third party financing of at least an amount equal to the Purchase Price;
2. is accompanied by satisfactory evidence of ability to perform, not conditioned upon due diligence, and is not subject to any contingency;

3. is accompanied by a deposit in the form of a bank check or confirmed wired funds to the Receiver's account (with confirmation of wire transfer including transfer number and amount being delivered to the Receiver immediately upon effectuating said transfer) equal to 10% of the bid for the Lot of Assets being sold (the "Good Faith Deposit"), which Good Faith Deposit shall be maintained by the Receiver as escrow agent in a Receiver's deposit account and refunded by Receiver in the event that such Qualified Bid is not a Successful Bid or a Back-Up Bid (as defined below) for the particular Lot(s), or which shall be credited towards the Purchase Price in the event such bid is the Successful Bid; and
4. does not entitle or seek to entitle the Qualified Bidder to any expense reimbursement or termination or similar fee.

Auction Details

Any auction (the "Auction") with respect to any sale of Assets shall take place at 25 Fairmount Avenue, East Providence, Rhode Island, or at such other location as determined by the Receiver, after consultation with the Secured Parties and with the approval of the Superior Court, and with notice to all Qualified Bidders, commencing at 11:00 a.m. EST on **March 19, 2009**.

Only a Qualified Bidder who has submitted a Qualified Bid will be eligible to participate at any Auction(s). At any Auction(s), Qualified Bidders will be permitted to increase their bids. The bidding at the Auction shall start at the purchase price stated in the highest or otherwise best Qualified Bid for any given Lot or Lots, as disclosed to all Qualified Bidders prior to commencement of the Auction and, except as set forth above with respect to the initial Qualified Bid, continue in increments determined by the Receiver, after consultation with the Secured Creditors, for a particular Lot or Lots, and shall be in cash or, to the extent applicable, credit bid. Either Secured Creditor shall be entitled to credit bid their respective claims at any auction. The highest or otherwise best Qualified Bid shall be determined by Receiver after consultation with the Secured Creditors.

The Receiver, in consultation with the Secured Creditors, may adopt rules for the Auction at the Auction that, in his reasonable judgment, will better promote the goals of the Auction and that are not inconsistent with any of the provisions of the Bidding Procedures Order or the form Bill of Sale. All such rules shall provide that: (i) the procedures must be fair and open, with no participating Qualified Bidder disadvantaged in any material way as compared to any other Qualified Bidder.

Immediately prior to concluding the Auction, the Receiver shall review each Qualified Bid for each Lot on the basis of its financial and contractual terms and the factors relevant to the sale process and the best interests of the Receivership estate and rights of the Secured Creditors and other creditors of the Seller, including, without limitation, and after consulting with the Secured Creditors, shall for each Lot: (i) determine and identify the highest or best Qualified Bid (the "Successful Bid" and the maker of the Successful Bid shall be the "Successful Bidder"), and (ii) determine and identify the second highest or best Qualified Bid (the "Back-up Bid," and the

maker of the Back-Up Bid shall become the "Back-Up Bidder"). In the event the Successful Bidder does not consummate any Sale Transaction by March 24, 2009 (as set forth below), or such later date as is agreed by the Receiver after consultation with the Secured Creditors, the Back-Up Bidder shall become the Successful Bidder. Any bid submitted after the conclusion of the Auction(s) shall not be considered for any purpose whatsoever. In the event that the above March 24, 2009 deadline is extended beyond March 25, 2009, then the Receiver shall immediately return any Back-Up Bidder's deposit upon request.

Acceptance of Qualified Bids

At the Sale Confirmation Hearing, the Receiver shall present the results of any Auction(s) together with the Successful Bid(s) to the Superior Court, at which time certain findings will be sought from the Superior Court regarding the Auction(s), including, among other things, that (i) the Auction(s) were conducted and the Successful Bidder(s) were selected in accordance with these Bidding Procedures, (ii) the Auction(s) were fair in substance and procedure, (iii) the Assets were marketed fairly and in a commercially reasonable manner, and (iv) the Successful Bids and all the terms and conditions thereof are at fair and reasonable prices and are commercially reasonable.

The Receiver may refuse to close and/or may seek the avoidance of any Sale Transaction contemplated herein if he determines that the sale price was controlled adversely by an agreement among any persons or parties, including without limitation a Potential Bidder. Notwithstanding, and without limiting the Receiver's authority in the foregoing sentence, the Receiver may, in his sole discretion, consent to the submission of joint bids following written request in advance and a request for the Receiver's consent to such communication and cooperative bidding. Collusion and/or agreements to adversely influence the price or interfere with any auction contemplated hereunder are prohibited by the Bidding Procedures Order and any person(s) violating that order may be held in contempt of Court.

Closing and Delivery of Assets

Each such Successful Bidder shall have until no later than 3:00 p.m. EST on March 20, 2009 (the "Closing Date"), to pay the balance owed in excess of the Good Faith Deposit on the Purchase Price for any Lot(s) on which such Bidder was determined to be the Successful Bidder, such balance to be paid by bank check or confirmed wire transfer to the Receiver's account to be held in escrow until the Superior Court has approved of a Sale Transaction to a Successful Bidder at the Sale Confirmation Hearing,

Following each Closing each purchaser shall have two weeks to remove the contents of their purchased Lot(s) from the Receiver's premises and the Receiver shall have up to two weeks to coordinate such delivery.

Return of Good Faith Deposit

The Good Faith Deposit(s) of each Qualified Bidder who is not the Successful Bidder or Back-Up Bidder for any Lot shall be refunded no later than three (3) business days after entry of the Sale Order approving the sale of the Lot(s) on which such Qualified Bidder bid. The Good Faith Deposit of any Successful Bidder shall be treated in accordance with the terms of the applicable Successful Bid.

In the event a Successful Bidder closes the Sale Transaction in accordance with the terms of their Successful Bid, the Good Faith Deposit of the applicable Back-Up Bidder shall be returned no later than three (3) business day after closing of the Sale Transaction with that Successful Bidder.

In the event any Successful Bidder fails to close their Sale Transaction by the Closing Date, the Receiver shall notify the applicable Back-Up Bidder by 12:00 p.m. EST on **March 27, 2009**. The Back-Up Bidder will then have until no later than 4:00 p.m. EST on **March 30, 2009** to pay the balance owed in excess of their Good Faith Deposit on the Purchase Price for any Lot(s) on which such Bidder was determined to be the Back-Up Bidder, such balance to be paid in good, cleared funds. The Good Faith Deposit of the Back-Up Bidder shall be treated in accordance with the terms of the Back-Up Bid.

Pending the closing of any Sale Transaction, the Good Faith Deposit of the Successful Bidder and the Back-Up Bidder shall be maintained in an escrow account with the Receiver.

Any and all dates set forth in these Bid Procedures may be modified or extended, and any proceedings may be adjourned or continued, by the Receiver, after consultation with the Secured Creditors, upon notice to all interested parties, for good cause shown and with the approval of the Superior Court.

COLIBRI CORPORATION
Patent and Trademark Schedule
LOT #16 - Colibri

Trademark Registrations

<u>Mark</u>	<u>Country</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	
<u>(Colibri Name)</u>				
COLIBRI	U.S.	0441305	16 Nov 1948	<u>Renewal GRACE EXPIRES 5/16/2009</u>