

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	BANKRUPTCY COURT ORDER		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
THE BANCORP BANK		09/17/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	FIFTH THIRD PROCESSING SOLUTIONS, LLC		
Street Address:	38 FOUNTAIN SQUARE PLAZA		
City:	CINCINNATI		
State/Country:	OHIO		
Postal Code:	45263		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3281504	EMPLOYEE GIFT GIVING MADE EASY	
Registration Number:	3299622	SPRINGBOK	
Registration Number:	3299623	SPRINGBOK	
Registration Number:	3464161	SPRINGBOK SERVICES	
CORRESPONDENCE DATA			
Fax Number:	(212)310-8007		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-735-4559		
Email:	vindra.richter@weil.com		
Correspondent Name:	Vindra Richter c/p Weil et al		
Address Line 1:	767 Fifth Ave.		
Address Line 4:	New York, NEW YORK 10153		
ATTORNEY DOCKET NUMBER:	GEIGER 45274.4/REL/VR		
NAME OF SUBMITTER:	Vindra Richter		

CH \$115.00 3281504

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**TRADEMARK
 REEL: 004464 FRAME: 0110**

Signature:	/vindra richter/
Date:	01/31/2011
Total Attachments: 4 source=Springbok Sale Order#page1.tif source=Springbok Sale Order#page2.tif source=Springbok Sale Order#page3.tif source=Springbok Sale Order#page4.tif	

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

In re:)	
)	Chapter 11
SPRINGBOK SERVICES, INC.,)	
EIN: 20-3400089)	Case No. 10-25285-HRT
)	
Debtor.)	

**ORDER GRANTING
MOTION FOR ORDER AUTHORIZING THE SALE OF CERTAIN ASSETS OF
DEBTOR'S BANKRUPTCY ESTATE, FREE AND CLEAR OF LIENS, CLAIMS,
INTERESTS AND ENCUMBRANCES**

THIS MATTER comes before the Court upon the Motion for Order (1) Authorizing the Sale of Certain Assets of Debtor's Bankruptcy Estate, Free and Clear of Liens, Claims, Interests and Encumbrances; and (2) Scheduling a Hearing to Consider Approval of the Sale (the "Motion"), filed by Springbok Services, Inc. ("Debtor"). The Court has reviewed the Motion, the notice of the Motion, and based upon pleadings filed with this Court and the records of hearings held before this Court with respect to the proposed sale, the COURT hereby FINDS, DETERMINES, CONCLUDES AND ORDERS THAT:

1. The Court has jurisdiction over this proceeding pursuant to 28 U.S.C. §§ 1334 and 157. The findings and conclusions set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Fed. R. Bankr. P. 7052, made applicable to this proceeding pursuant to Fed. R. Bankr. P. 9014.

2. To the extent any of the following findings of fact constitute conclusions of a law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

3. Under the circumstances of this case, Debtor has provided adequate and sufficient notice of the Motion, the relief requested therein, and the hearings thereon to all parties required or entitled to receive same. Such notice constitutes good and sufficient notice under the circumstances of this case and satisfies the requirements of Fed. R. Bankr. P. 2002(a)(2), (c)(1), 6004, 9006 and L.B.R. 9013-1, and other applicable law and procedures. A reasonable opportunity has been afforded interested parties to make a higher and better offer for the purchase of certain personal property and intellectual property of Debtor as described in the Motion (the "Property").

4. Debtor has made reasonable and good faith effort to sell the Property for the highest and best price. There is no evidence of the existence of an agreement among potential bidders to control the bidding process or the sale price. The price to be paid for the Property is fair and reasonable consideration and is the highest and best offer made for the Property.

5. The Asset Purchase Agreement, as amended by that certain First Amendment to Asset Purchase Agreement, (the "APA"), by and between Debtor and Fifth Third Processing Solutions LLC ("Purchaser"), together with all exhibits and schedules thereto were negotiated at arms' length and in good faith.

6. Sound business reasons exist for the sale of the Property. Entry into the APA and consummation of the transactions contemplated thereby constitute the exercise by Debtor of sound business judgment and such acts are in the best interest of the Estate.

7. All objections have been withdrawn or resolved or are hereby overruled and denied.

8. The Motion is hereby granted and approved.

9. The APA is hereby authorized and approved and shall constitute a valid and binding agreement enforceable according to its terms. Debtor is authorized to consummate the transactions contemplated in the APA and to execute and deliver all documents necessary to effectuate and consummate the sale and transfer of the Property to the Purchaser subject to the terms of the APA. Debtor and the Purchaser are hereby authorized to enter into any and all additional or related agreements, instruments and documents which are contemplated by the APA and the exhibits and schedules thereto, and are further authorized to enter into any amendments to the APA, provided that such amendments do not materially alter the transactions contemplated in the APA.

10. Pursuant to the APA, Debtor is authorized to sell and convey to Purchaser all of its right, title and interest in the Property. Pursuant to 11 U.S.C. §§ 363(b) and (f), the sale and conveyance of the Property to Purchaser shall be free and clear of all liens, judgments, encumbrances, easements or claimed easements (except those easements of record), claims, taxes, options, charges, pledges, security interests, mortgages, conditional sales agreements, setoffs, recoupments, restrictions, options or rights to purchase, and all other rights and interests of any other parties, whether secured or unsecured, contingent or absolute, liquidated or unliquidated, perfected or unperfected, choate or inchoate, filed or unfiled, scheduled or unscheduled, noticed or unnoticed, or recorded or unrecorded (collectively, "Liens").

11. The Purchaser is buying only the Property and is not a successor in interest to Debtor, nor does Purchaser's acquisition of the Property reflect a substantial continuity of the operations of Debtor's businesses. Except as otherwise may be provided for in the APA or this Order, Purchaser shall not be liable in any way (as successor or otherwise) for any Liens, be they known, unknown, contingent, unliquidated, or disputed, or for assets not being acquired.

12. As a result of an auction conducted on September 16, 2010, Purchaser shall pay the sum of \$1,500,000.00 (the "Purchase Price"). The Purchase Price shall be paid as follows: (1) \$125,000.00 (the "Deposit"), already paid by Purchaser and on deposit with the Debtor's bankruptcy counsel, and (2) the balance of the Purchase Price in the amount of \$1,375,000 shall be paid to Debtor on the Closing Date (as defined below) by cashier's check, certified check, or wire transfer, pursuant to written instructions from Seller, of immediately available funds..

13. Purchaser is a good faith purchaser within the meaning of 11 U.S.C. § 363(m) and is entitled to all protections afforded by that provision and applicable case law.

14. Approval of the Sale Motion is in the best interests of the creditors and Debtor's estate, and there are good and sufficient business justifications for the sale of the Property in accordance with the APA.

15. This Order shall be conclusive evidence and effective as a judicial determination that the conveyances and transfers at closing of the sale of the Property to the Purchaser shall be and are hereby deemed to be made free and clear of all Liens.

16. This Order shall be binding upon and govern the acts of all entities including, without limitation, all claimants, holders of all Liens, creditors, filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, administrative agencies, governmental departments, federal, state and local officials, and all other persons or 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 ensure any title or state of title in or to the Property.

17. Upon closing, each of Debtor's creditors shall not unreasonably refuse to execute and deliver such documents as may reasonably be required (a) to release any Liens as they may have caused to be recorded or which otherwise encumber the Purchaser's title to the Property, or (b) to memorialize the assignment of the Debtor's rights and obligations under the executory contracts and unexpired leases to the Purchaser.

18. The Debtor and its creditors shall not take any action, or cause any action to be taken, which would directly or indirectly interfere with the transfer of the Property to the Purchaser free and clear of all Liens or the Purchaser's subsequent use and enjoyment of the Property.

19. Upon closing, the Liens of creditors, parties in interest and all other entities in, upon, or in regard to the Property shall attach to the proceeds of sale, with the same validity, force, status, priority, extent and effect and subject to the same rights of avoidance or other challenge or defenses as the Liens of such parties on the Property prior to Closing, except as otherwise provided in this Order, stipulations or settlement agreements.

20. The Court shall retain jurisdiction to implement and enforce the terms and provisions of the APA and all exhibits and schedules thereto and this Order, including any disputes or objections relating thereto.

21. This is a final order and judgment.

22. The filing of the Sale Motion and this Order shall be deemed to have satisfied any requirement under Fed. R. Bankr. P. 6004(f)(1) that Debtor file an itemized statement of property sold, name of purchaser and price received with respect to the sale of the Property.

23. Notwithstanding Fed. R. Bankr. P. 6004(h), this Order shall be effective and enforceable immediately upon entry and its provisions shall be self-executing. This Order shall

take effect immediately and shall not be automatically stayed pursuant to Fed. R. Bankr. P. 7062 or otherwise.

24. All objections to the entry of this Order not otherwise settled or withdrawn are hereby overruled.

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

26. The provisions of this Order and any action taken pursuant hereto shall survive the entry of any other order which may be entered (i) confirming any plan of reorganization, (ii) converting this case from Chapter 11 to Chapter 7, or (iii) dismissing this case; and the terms and provisions of this Order as well as the transactions effected pursuant hereto shall continue in full force and effect notwithstanding the entry of such other order.

Dated: September 17, 2010.

BY THE COURT:


United States Bankruptcy Judge