

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Release of Secured Party Pursuant to Bankruptcy Court Order of 03/20/2000 Approving Final Accounting and Release with Homefed Bank, F.S.B. at Reel 0756, Frame 0591		
<b>CONVEYING PARTY DATA</b>			
	<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>
	Homefed Bank, F.S.B.		03/20/2000
			<b>Entity Type</b>
			Financial Institution: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Lyon Van Lines, Inc.		
<b>Street Address:</b>	700 Oakmont Lane		
<b>Internal Address:</b>	c/o SIRVA Worldwide, Inc.		
<b>City:</b>	Westmont		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60559		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
	<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>
	Registration Number:	1015990	LYON
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)862-2200		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	312-862-3865		
<b>Email:</b>	christine.casey@kirkland.com		
<b>Correspondent Name:</b>	Kirkland & Ellis LLP		
<b>Address Line 1:</b>	300 N. LaSalle Street, 28th Floor		
<b>Address Line 2:</b>	c/o Christine Casey		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60654		
<b>ATTORNEY DOCKET NUMBER:</b>	22406-37		
<b>NAME OF SUBMITTER:</b>	Christine Casey		

CH \$40.00 1015990

900190647

**TRADEMARK**  
 REEL: 004531 FRAME: 0585

Signature:

/Christine Casey/

Date:

04/29/2011

**Total Attachments: 72**

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10 Attorneys for Allied Worldwide, Inc.,

11 UNITED STATES BANKRUPTCY COURT  
12 CENTRAL DISTRICT OF CALIFORNIA  
13 SANTA ANA DIVISION

14 In re:

15 ANAHEIM MOVING SYSTEMS, INC.,

16 Debtor and Debtor in Possession.

Bk. Case No: SA 00-10336 LR (Anaheim Moving Systems, Inc.)

**Administratively consolidated with:**

Global Moving Services, Inc. (SA 00-10340)  
Global Van Lines, Inc. (SA 00-10341)  
GVL Equipment Company, Inc. (SA 00-10342)  
GVL, Inc. (SA 00-10343)  
Lyon Van Lines, Inc. (SA 00-10344)  
Global Worldwide, Inc. (SA 00-10345)  
Lyon Worldwide Shipping, Inc. (SA 00-10346)

Chapter 11

**~~PROPOSED~~ ORDER APPROVING SALE  
OF CERTAIN ASSETS AND ASSUMPTION  
AND ASSIGNMENT OF CERTAIN  
UNEXPIRED CONTRACTS, FREE AND  
CLEAR OF ALL LIENS, CLAIMS AND  
INTERESTS**

Date: March 20, 2000

Time: 11:15 a.m.

Place: Courtroom 5D

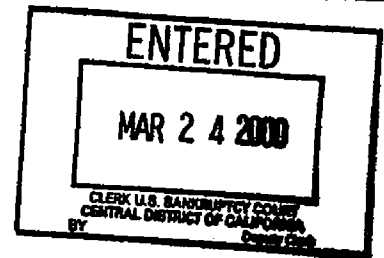
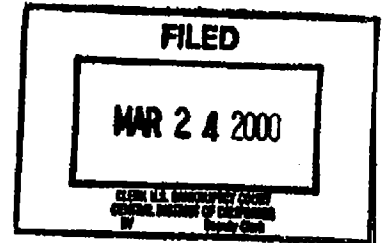
Ronald Reagan Federal Building and  
United States Courthouse  
411 West Fourth Street  
Santa Ana, California 92701

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27 AT SANTA ANA, CALIFORNIA, IN THE ABOVE-JUDICIAL DISTRICT, ON THE DATE  
28 STATED BELOW:

ORIGINAL

TRADEMARK

REEL: 004531 FRAME: 0588



Handwritten initials and date: 4/3/2000

1 This matter came on for hearing upon the motion of Anaheim Moving Systems, Inc., Global  
2 Moving Services, Inc., Global Van Lines, Inc., GVL Equipment Company, Inc., GVL, Inc., Lyon  
3 Van Lines, Inc., Global Worldwide, Inc., and Lyon Worldwide Shipping, Inc., the jointly  
4 administered Debtors and Debtors in Possession herein (collectively referred to herein as the  
5 “Debtors” and the “Companies”) as the authorized representatives of their respective Bankruptcy  
6 Estate (collectively, “Estates”), by and through their counsel Winthrop Couchot, captioned “Motion  
7 for Order Approving Sale of Certain Assets Free and Clear of Liens and Assumption and  
8 Assignment of Certain Unexpired Contracts” (the “Motion”).

9  
10 A hearing with respect to the Motion was held on March 20, 2000, at 11:15 a.m. (the  
11 “Hearing”), before the undersigned United States Bankruptcy Judge. Marc J. Winthrop and Peter W.  
12 Lianides of Winthrop Couchot PC appeared for the Debtors. Dean G. Rallis Jr. and Thomas A.  
13 Johnson of Blakeley & Rallis LLP appeared for Allied Worldwide, Inc. (“Allied”). Leo D. Plotkin of  
14 Levy, Small & Lallas appeared for Congress Financial Corporation (Western) (“Congress”).  
15 Leonard M. Shulman of Marshack Shulman & Hodges LLP appeared for the Official Committee of  
16 Unsecured Creditors (“Committee”). Lawrence A. Peitzman of Peitzman, Glassman & Weg  
17 appeared for Norco Realty & Associates, Inc., dba Global Moving & Storage, Inc.-Dallas, Global  
18 Van & Storage, Inc., and Total Relocation Services, dba Global Van & Storage-South (“the 3  
19 Agents”). Jeffrey W. Broker of Charton, Broker & Rovenger appeared for “B” Transfer and  
20 Storage, Inc. (“B Transfer”). Jeffrey C. Krause of Akin, Gump, Strauss, Hauer & Feld LLP  
21 appeared for Central Moving & Storage, Inc. (“Central”). (The 3 Agents, B Transfer and Central are  
22 collectively referred to as “the Excluded Agents”.) Thomas G. Mouzes of Hauser & Mouzes  
23 appeared for Westport Insurance Corporation (“Westport”). Martin S. Zohn of Proskauer Rose LLP  
24 and Jay Jaffe of Baker & Daniels appeared for Wheaton Van Lines. Other appearances were made  
25 as noted on the record.  
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1 This Court reviewed the Motion, the Memorandum of Points and Authorities, the evidence  
2 submitted by the Debtors, the Declarations of Jack Griffin and Jeffrey Kaczka filed by Allied,  
3 various oppositions and objections to the Motion, and replies to same, and the record of these cases.  
4 The Court further entertained argument and representations of counsel at the Hearing. After some  
5 discussion, the Debtors withdrew their request under the Motion to assume and assign the agent  
6 contracts of only the Excluded Agents.  
7

8 On the basis of the evidence presented, the Court makes the following findings of fact and  
9 conclusions of law in accordance with Federal Rule of Bankruptcy Procedure 7052:

10 a. This Court has jurisdiction over these cases and the matters before the Court under 28  
11 U.S.C. § 1334, 28 U.S.C. § 157(a), the Orders of the Chief Judge of the United States District Court,  
12 Central District of California filed July 23, 1984, and August 6, 1984, and General Order #266, ¶ 3  
13 of the United States District Court, Central District of California, as further revised by General  
14 Orders 266-A and 269, and the matters set forth relate to a core proceeding under 28 U.S.C. Section  
15 157.  
16

17 b. The Debtors filed voluntary petitions for relief under chapter 11 of the Bankruptcy  
18 Code on January 14, 2000 (the "Petition Date").

19 c. The Notice of Motion and Motion fully and adequately describe the relief requested  
20 in the Motion, including the sale of certain identified assets subject to overbid (the "Sale"), the  
21 notice of the Hearing, the time for filing objections to the approval of the Motion, and provide an  
22 opportunity to be heard; notice of the Hearing was given in accordance with Federal Rule of  
23 Bankruptcy Procedure Rules 2002 and 6006, and is reasonable, adequate and appropriate under the  
24 circumstances; the form and scope of the notice was appropriate under the circumstances; and all  
25 parties in interest had an opportunity to appear and be heard in connection with the Motion.  
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1 d. The overbid procedures that this Court approved pursuant to its order entered on  
2 February 22, 2000, are fair and reasonable.

3 e. Neither Allied, nor any of its directors, officers, employees, or agents is or was an  
4 "insider" of any of the Debtors as such term is defined under 11 U.S.C. § 101.

5 f. Negotiation of the Purchase and Sale Agreement, dated February 7, 2000, by and  
6 among the Debtors and Allied (the "Agreement") was conducted in good faith and at arms-length.  
7 Allied is an entity that will purchase the assets of the Debtors identified in the Agreement in good  
8 faith, and Allied is entitled to all of the protections set forth in 11 U.S.C. § 363(m).

9 g. The governmental registrations, licenses, permits and authorizations listed in Exhibit  
10 "1" are not executory contracts or unexpired leases subject to Section 365 of the Bankruptcy Code.

11 h. An immediate sale of the Debtors' assets identified in the Agreement pursuant to 11  
12 U.S.C. § 363, instead of a sale at a later date through a plan of reorganization, is within the Debtors'  
13 reasonable business judgment, and justified on the grounds, *inter alia*, that (a) the Debtors' business  
14 is decreasing in value, (b) the purchase price of \$4,200,000 is adequate in light of the evidence  
15 regarding the fair market value of the Assets, and (c) Allied does not consent to delay the proposed  
16 sale transaction.

17 i. Consummation of the Agreement will result in substantial cash consideration of the  
18 Estates for the benefit of creditors.

19 j. The sale of the Assets in accordance with this Order and with the Agreement is in the  
20 best interests of the Estates and their creditors and will maximize recovery to the creditors. Absent  
21 approval of the Agreement, the liquidation or other disposition of the Assets will result in a reduced  
22 recovery to the estate and its creditors.

23 k. The Debtors, Allied, and all other parties in interest will be acting in good faith if they  
24 proceed to consummate the Agreement including the transactions and transfers contemplated thereby  
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1 and to take the actions authorized and directed by this Order and the Agreement, notwithstanding an  
2 appeal of this Order, so long as no stay is issued pending appeal, even if they act with knowledge of  
3 the pendency of that appeal.

4           1.       That assumption and assignment to Allied of the agreements listed in Exhibit "3"  
5 (excluding those agreements that have been lined-out), pursuant to the terms of the Agreement,  
6 complies with Bankruptcy Code Section 365 and is within the Debtors' reasonable business  
7 judgment; that any and all defaults under the agreements listed in Exhibit "3" have been cured or  
8 that the Debtors have provided adequate assurance that all known or claimed defaults under the  
9 agreements have been either satisfied, waived or otherwise provided for as stated on the record; and  
10 that such assumption and assignment is in the best interests of the Debtors' bankruptcy estates.

11                   Accordingly, for the reasons stated on the record and good cause appearing therefor, it is  
12 hereby  
13

14                   **ORDERED** that the Motion shall be, and hereby is, granted; and it is further  
15

16                   **ORDERED** that all objections to the Motion not sustained by the Court on the record, or  
17 otherwise resolved, are hereby overruled; and it is further

18                   **ORDERED** that the contracts of the Excluded Agents are not subject to being assumed and  
19 assigned under the Motion, the Agreement or this Order; and it is further

20                   **ORDERED** that the final bid amount of \$4,200,000 tendered by Allied shall be, and hereby  
21 is, designated as the successful overbid; and it is further

22                   **ORDERED** that Allied shall be, and hereby is, deemed the Successful Bidder for the Assets  
23 being sold by the Debtors under the Motion and pursuant to the Agreement; and it is further

24                   **ORDERED** that the assets to be sold by the Debtors to Allied are those assets identified and  
25 set forth in the Agreement and in Exhibits A (Schedule of Customer Contracts), B (Schedule of  
26 Agents Contracts), C (Schedule of Other Real and Personal Property Rights As Of Closing Date),  
27  
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1 and D (Schedule of All Trade Names, Trademarks, Service Marks and Copyrights) including all  
2 attachments thereto (collectively, the "Assets"); and it is further

3           **ORDERED** that the terms and conditions of the Agreement, in substantially the form  
4 attached hereto as Exhibit "2," shall be, and hereby are, approved; (Exhibit "A" to the Agreement  
5 (Schedule of Customer Contracts), however, is not attached hereto in order to retain the confidential  
6 character of the information and content in Exhibit "A"); and that the Debtors are hereby authorized  
7 and directed to transfer, sell and otherwise convey all of the Debtors' rights, title and interests in and  
8 to the Assets to Allied for a purchase price of \$4,200,000 in cash (the "Proceeds"), pursuant to and  
9 in strict accordance with the terms and conditions set forth in the Agreement, as may be modified  
10 consistent with the Debtors' exercise of their reasonable business judgment but not inconsistent with  
11 the terms of this Order; and it is further

12           **ORDERED** that the Debtors' decision to enter into the Agreement is within the Debtors'  
13 reasonable business judgment and that the transactions for which Court approval was sought in the  
14 Motion comply with the provisions of 11 U.S.C. §§ 363, 365, 1107 and 1108, and are hereby  
15 authorized and approved; and it is further

16           **ORDERED** that the Debtors are hereby authorized and directed to assume the agreements  
17 listed in Exhibit "3" and assign such agreements to Allied consistent with and expressly subject to  
18 the terms of the Agreement; and that the Debtors' assumption of the agreements listed in Exhibit "3"  
19 is hereby approved pursuant to Bankruptcy Code Section 365 and any defaults of the Debtors arising  
20 prior to the Closing Date (as defined in the Agreement) shall be or will be cured as set forth in this  
21 Order; and it is further

22           **ORDERED** that the sale of the Assets to Allied, and all transactions, transfers and  
23 conveyances to Allied provided for in the Agreement, shall be free and clear of the following that  
24

1 may be held by any party, entity, Governmental Unit (as defined under 11 U.S.C. § 101(27), or  
2 Person (as defined under 11 U.S.C. § 101(41)):

3 (a) all Claims, as defined under 11 U.S.C. § 101(5), and charges that arose, existed or  
4 accrued prior to and through the Closing Date (as defined in Article 4 of the Agreement), whether  
5 arising pre-Petition or post-Petition, of, by or against the Debtors or the Assets, either or both of  
6 them, including without limitation, the claims of parties to any agreements or contracts that are  
7 assumed by the Debtors pursuant to 11 U.S.C. § 365, any claims for any unpaid monetary defaults or  
8 for pecuniary losses arising prior to the Closing under the Agreement, and tax claims held by  
9 governmental units, as defined in 11 U.S.C. § 101(27), including State or department, agency, taxing  
10 authority or instrumentality of a State;  
11

12 (b) all liens, encumbrances, and security interests securing Claims or charges identified  
13 above including any and all tax liens held by each and every governmental unit, as defined in 11  
14 U.S.C. § 101(27), including State or department, agency, taxing authority or instrumentality of a  
15 State; and  
16

17 (c) all Interests; and it is further

18 **ORDERED** that consummation of the transactions contemplated under the Agreement which  
19 are also hereby approved and authorized by this Order shall not cause Allied to become liable as a  
20 successor to the Debtors (under any theory of general or specific successor or transferee liability)  
21 generally with respect to Claims and liens, security interests and encumbrances, and specifically  
22 with respect to the Assets purchased by, and agreements and contracts assigned to, Allied; and it is  
23 further  
24

25 **ORDERED** that all liens, security interests and encumbrances securing Claims are  
26 terminated, released and discharged as to the Assets, and on proper request and payment of the  
27 appropriate fee, the clerk of the Court is authorized and directed to issue certified copies of this  
28

1 Order, which shall be accepted by any federal, state or local recording or filing authority as evidence  
2 of the termination, release and discharge of such liens, security interests and encumbrances against  
3 or affecting the Assets; and it is further

4 **ORDERED** that any party that recorded or filed any evidence of a lien, encumbrance or  
5 security interest released by the preceding Paragraph with any federal, state or local recording or  
6 filing authority shall upon the request of Allied execute and deliver to Allied a release or termination  
7 of such lien or security interest in the form prepared by or otherwise satisfactory to Allied, and if any  
8 such party fails to execute such a release or termination within 60 days of the request, Allied shall be  
9 appointed by the Court pursuant to Federal Rule of Bankruptcy Procedure 7070 and shall be  
10 authorized to execute and record any such release or termination on behalf of such party; and it is  
11 further  
12 further

13 **ORDERED** that all such Claims, Interests, liens, encumbrances, and security interests in,  
14 against or otherwise affecting Allied's interests in and to the Assets, to the extent of their validity,  
15 priority and amount as existed on the Petition Date and as such claim may increase after the Petition  
16 Date pursuant to 11 U.S.C. § 506(b), shall attach solely to the proceeds received by the Debtors at  
17 the Closing pursuant to the Agreement with Allied, with the same order of priority and with the same  
18 validity, force and effect that they now have as to the Assets and subject to the same rights and  
19 defenses of the Debtors as existed on the Petition Date; and it is further  
20 further

21 **ORDERED** that undisputed claims of parties to any agreements or contracts that are  
22 assumed by the Debtors pursuant to 11 U.S.C. § 365 for any unpaid monetary defaults or for  
23 pecuniary losses arising prior to the Closing under the Agreement shall be cured by the Debtors  
24 within a period of no more than thirty (30) days after entry of this Order provided, however, that the  
25 Debtors may seek an extension of such thirty (30) day period upon shortened notice and an  
26 further  
27 further  
28 further

1 opportunity for a hearing on such proposed extension; however, Debtors shall cause to be cured such  
2 curable defaults no later five (5) months after entry of this Order; and it is further

3           **ORDERED** that the Debtors shall use their best efforts to reconcile the disputed claims of  
4 parties to any agreements or contracts that are assumed by the Debtors pursuant to 11 U.S.C. § 365  
5 for any unpaid monetary defaults or for pecuniary losses arising prior to the Closing under the  
6 Agreement within thirty (30) days after the Closing; and it is further

7           **ORDERED** that terms of this Order are binding upon and govern the acts of all persons  
8 including, without limitation, the holders of Claims, Administrative Claims, and Interests, all filing  
9 agents or officers, records, registrars, administrative agencies, governmental units and departments,  
10 agencies and officials thereof, secretaries of state, and all other persons who may be required by law,  
11 the duties of their office, or contract to accept, file, register, record or release any documents or  
12 instruments relating to the Assets; it is further

13           **ORDERED** that this Order is in recordable form and shall be accepted by any recording  
14 officer for filing and recording purposes, without further or additional orders, certifications or other  
15 supporting documents; it is further

16           **ORDERED** that the execution, delivery, or recording of an instrument of transfer pursuant  
17 to, in implementation of or as contemplated under the Agreement or this Order shall not be taxed  
18 under any state or local law imposing a stamp tax, transfer tax or similar tax or fee; consistent with  
19 the foregoing, each recorder, registrar, secretary of state, or similar official for any county, city or  
20 governmental unit in which any instrument hereunder is to be recorded shall be, and hereby is,  
21 ordered and directed to accept such instrument, without requiring the payment of any documentary  
22 stamp tax, deed stamps, stamp tax, transfer tax, intangible tax or similar tax; it is further

23           **ORDERED** that the Debtors shall be, and hereby are, authorized to enter into and execute all  
24 transactions, documents, instruments and agreements referred to in the Agreement, contemplated  
25

1 thereunder, executed and delivered in connection therewith, or otherwise required to effectuate the  
2 intent of the Debtors and Allied under the Agreement; and it is further

3 **ORDERED** that Steve Bell, President of the Debtors, is authorized to execute all documents  
4 and instruments and to take all actions necessary and appropriate to perform the Debtors' obligations  
5 under the Agreement without further authorization from or approval by this Court, the Debtors'  
6 board of directors or shareholders; and it is further

7  
8 **ORDERED** that the Debtors and all parties in interest are hereby authorized and directed,  
9 immediately upon entry of this Order, as stated below, to consummate the transactions and transfers  
10 that are provided for in the Agreement in strict accordance with its terms, and to execute and deliver  
11 all documents including, without limitation, all documents specifically approved in this Order and all  
12 documents and certificates require to be executed in connection with such documents, and to take all  
13 actions that may be necessary or appropriate to implement any of the provisions of this Order or the  
14 Agreement; and it is further

15  
16 **ORDERED** that all governmental registrations, licenses, permits and authorizations that are,  
17 in part, included among the Assets acquired by Allied under the Agreement including, without  
18 limitation, those identified in Exhibits "1" and "2," shall be, and hereby are, assigned by and  
19 transferred from the Debtor to Allied; and it is further

20  
21 **ORDERED** that on the matters under the Agreement involving corporate or shareholder  
22 action of the Companies, including without limitation, execution of all documents incident to this  
23 Motion, shall be deemed to have been authorized by this Order and to have occurred without any  
24 further actions by shareholders or directors of the Companies, and such authorization shall constitute  
25 all requisite approval under applicable law; and it is further

26 **ORDERED** that the Debtors are authorized to hold in escrow cash and cash equivalents  
27 delivered to the Debtors the Proceeds delivered upon the Closing of the transactions contemplated by  
28

1 this Order and the Agreement, all of which shall be deposited in a segregated, interest-bearing trust  
2 account of the Debtors' counsel, Winthrop Couchot Professional Corporation (the "Trust Account"),  
3 pending further order of the Court after notice and hearing except that the cure amounts under the  
4 Assumed contracts and those sums allowed to be paid to Congress pursuant hereto may be paid from  
5 the Trust Account as provided below; and it is further  
6

7 **ORDERED** that, based upon the stipulation entered into in open court between the Debtors  
8 and Congress, Debtors shall cause to be paid to Congress, at the Closing of the sale, the sum of  
9 \$2,250,000 plus fifty percent of the sales proceeds received in excess of \$2,500,000; accordingly,  
10 based upon the purchase price of \$4,200,000, the Debtors shall cause to be paid to Congress, at the  
11 Closing of the sale, the sum of \$3,100,000; and it is further  
12

13 **ORDERED** that, based upon the stipulation entered into in open court between the Debtors  
14 and Congress, the Debtors are authorized to utilize the Proceeds and/or cash on hand to cure, as  
15 required by 11 U.S.C. §365(b)(1)(A) and (B), the agent and other contracts which are assumed and  
16 assigned to Allied pursuant to this Order, the Assignment Order and the Agreement; and it is further  
17

18 **ORDERED** that (i) prior to the Closing Date the Debtors shall continue to operate the  
19 Debtors' business in their reasonable business judgment, subject to all applicable requirements of the  
20 Bankruptcy Code, Bankruptcy Rules and the Agreement; (ii) the Debtors are authorized to utilize  
21 cash collateral pursuant to a budget including reasonable reserves, to be agreed upon by the Debtors  
22 and Congress and provided by Debtors to Congress no later than March 30, 2000; (iii) any disputes  
23 with respect to the budget shall be resolved by the Court on expedited notice; (iv) amounts collected  
24 by the Debtors in excess of the budgeted amount and reserve shall be remitted to Congress on a  
25 weekly basis; (v) immediately after the Closing of the Agreement, after the transfer and conveyance  
26 of the Assets to Allied, the operation and winding-up of the Debtors' affairs shall remain the  
27 responsibility of the Debtors' officers and directors; and (vi) Debtors shall file a motion requesting  
28

1 the Court's approval of the amount of Congress' allowed claim, authority to pay such allowed claim  
2 and providing a full general release to Congress; and it is further

3 **ORDERED** that after the Closing of the Agreement, the Court shall retain jurisdiction to (a)  
4 determine disputes between Allied and the Debtors under the Agreement or the interpretation  
5 thereof, (b) resolve any matters related to the assumption and assignment of any agreement or  
6 contract, (c) enter such orders as may be necessary or appropriate to implement, consummate, or  
7 enforce the provisions of the Agreement, and (d) enforce any of the provisions of this Order; and it is  
8 further  
9 further

10 **ORDERED** that nothing in this Order shall prejudice the rights of any party in interest to  
11 assert or contest the amount, validity or priority of any lien attaching to the Proceeds hereunder; and  
12 it is further


13 **ORDERED** that no contract of insurance or policy of insurance in any form whatsoever of  
14 any, some or all of the Debtors is being sold, assumed or assigned; and it is further

15 **ORDERED** that nothing in (1) the Agreement, (2) any instrument, document, agreement or  
16 transaction arising out of or relating to the Agreement, (3) 11 U.S.C. §§ 363 and/or 365; or (4) this  
17 Order shall affect, extinguish or impair any rights, remedies, interests or claims of whatever form of  
18 Westport Insurance Corporation, its predecessors, successors, assigns, subsidiaries, affiliated entities  
19 or parent entities (individually and collectively "Westport") against any, some or all of the Debtors  
20 or against any entity or person including, without limitation, any entity or person as defined in 11  
21 U.S.C. § 101(15) and (41); furthermore, that nothing in: (1) the Agreement, (2) any instrument,  
22 document, agreement or transaction arising out of or relating to the Agreement, (3) 11 U.S.C. §§ 363  
23 and/or 365, or (4) this Order shall affect, extinguish or impair any rights, remedies, interests or  
24 claims of whatever form of any, some or all of the Debtors against any entity or person (including,  
25 without limitation, any entity or person as defined in 11 U.S.C. § 101(15) and (41)), arising out of,  
26  
27  
28

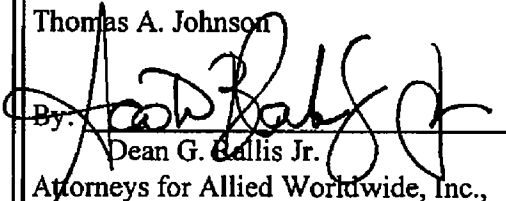
1           **ORDERED** effective upon the Closing Date, neither Westport nor any, some or all of the  
2 Debtors shall have any legal duty, obligation or responsibility in any form for any operation or  
3 activity conducted pursuant to Section 1.1(g) of the Agreement; and it is further

4           **ORDERED** that the effective date of this Order shall be March 20, 2000, and that the ten  
5 (10) day automatic stay provision of Federal Rule of Bankruptcy Procedure 7062 is hereby waived.

6  
7 Dated: March 24 2000

8   
9 \_\_\_\_\_  
10 LYNNE RIDDLE  
11 UNITED STATES BANKRUPTCY JUDGE

12  
13 **Submitted By,**  
14 **BLAKELEY & RALLIS LLP**  
15 Dean G. Rallis Jr.  
16 Thomas A. Johnson

17  
18 By:   
19 \_\_\_\_\_  
20 Dean G. Rallis Jr.  
21 Attorneys for Allied Worldwide, Inc.,

22 **Approved As to Form and Content:**  
23 **WINTHROP COUCHOT PC**  
24 Marc J. Winthrop  
25 Peter W. Lianides

26  
27 By: \_\_\_\_\_  
28 Marc J. Winthrop  
Attorneys for the Debtors

LEVY, SMALL & LALLAS  
Leo D. Plotkin

By: \_\_\_\_\_  
Leo D. Plotkin  
Attorneys for Congress Financial Corporation (Western)

[Signatures Continued on Next Page]



**Exhibit "1"**

1. All operating licenses, authorities, and permits, issued by the U.S. government or any state or any subdivision of either including, but not limited to, the following: the motor carrier or freight forwarder authority held by the following companies: Lyon Worldwide Ship. (freight forwarder, FF-366); Lyon Van Lines, Inc. (motor carrier, MC-5428); Anaheim Moving Sys. Inc. (freight forwarder, FF-820); Global Van Lines, Inc. (motor carrier, MC-41098); and Global Worldwide, Inc. (freight forwarder, FF-350 and Federal Maritime Commission Ocean Transportation Intermediary, License No. 7842NF).
  
2. All rights to do business with the U.S. government including, but not limited to:
  - a) The military approval for all of the above-referenced companies.
  - b) The military authority for all the above-referenced companies.
  - c) The right to maintain all current military rate filings and letters of intent filed by all of the above-referenced companies.
  - d) The GSA authority held by Global Van Lines, Inc. to participate in GSA's centralized household goods program for domestic and international shipments and the right to maintain all Global Van Lines GSA rate filings, including all user id's and passwords for GSA's FTP and ITMS applications.
  - e) The MTMC personal property reengineering pilot program contract (DAMT01-98-D3018) held by Global Van Lines
  - f) The tender of service signature pages for each of the above-referenced companies.
  - g) All SCAC codes assigned by the National Motor Freight Traffic Association to the above-referenced companies.
  
3. Such causes of action directly related to Purchaser's acquired interest in the foregoing assets.

**PURCHASE AND SALE AGREEMENT**

**Dated as of February 7, 2000**

**By and Between**

**GLOBAL VAN LINES, INC.,  
ANAHEIM MOVING SYSTEMS, INC.,  
GLOBAL MOVING SERVICES, INC.,  
GVL EQUIPMENT COMPANY, INC.,  
GVL, INC.,  
LYON VAN LINES, INC.,  
LYON WORLDWIDE SHIPPING, INC.,  
AND GLOBAL WORLDWIDE, INC.,  
Chapter 11 Debtors In Possession**

**"SELLERS"**

**And**

**ALLIED WORLDWIDE, INC.  
a Delaware corporation**

**"PURCHASER"**

## PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is dated as of February 7, 2000 (the "Effective Date"), by and between GLOBAL VAN LINES, INC., ANAHEIM MOVING SYSTEMS, INC., GLOBAL MOVING SERVICES, INC., GVL EQUIPMENT COMPANY, INC., GVL, INC., LYON VAN LINES, INC., LYON WORLDWIDE SHIPPING, INC., AND GLOBAL WORLDWIDE, INC., Chapter 11 Debtors In Possession (collectively "Seller" or "Sellers"), for and on behalf of the respective bankruptcy estates of Sellers, and ALLIED WORLDWIDE, INC., a Delaware corporation ("Purchaser"). Seller and Purchaser are collectively referred to as the "Parties" and individually as "Party."

### RECITALS

A. Each of the Sellers filed a petition under Chapter 11 of Title 11 of the United States Code in the United States Bankruptcy Court for the Central District of California, Santa Ana Division ("Bankruptcy Court"), on January 14, 2000, and assigned the following Bankruptcy Case Numbers:

Anaheim Moving Systems, Inc	SA 00-10336 LR
Global Moving Services, Inc.	SA 00-10340 LR
Global Van Lines, Inc.	SA 00-10341 LR
GVL Equipment Company, Inc.	SA 00-10342 LR
GVL, Inc.	SA 00-10343 LR
Lyon Van Lines, Inc.	SA 00-10344 LR
Global Worldwide, Inc.	SA 00-10345 LR
Lyon Worldwide Shipping, Inc.	SA 00-10346 LR

(Collectively, "Bankruptcy Cases")

B. Each of the Sellers is operating in its respective Chapter 11 case as a Debtor in Possession and acts as the authorized representative of the estate created upon the commencement of the Bankruptcy Cases under 11 U.S.C. §541(a) (collectively, "Bankruptcy Estate" or "Bankruptcy Estates").

C. The Sellers are in the business relocation and van line services. Sellers' business is primarily operated from real property leased by the Sellers and located at 810 West Taft Street, Orange, California ("Leased Property").

D. Purchaser desires to acquire certain identified assets of the Sellers, including, without limitation, the use of the "Global" name, that comprise, in part, the Bankruptcy Estates pursuant to and upon the terms set forth in this Agreement.

## AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

### ARTICLE 1

#### PURCHASE AND SALE

Section 1.1 Agreement of Purchase and Sale. Subject to the terms and conditions hereinafter set forth, Sellers agree to sell and convey to Purchaser (or to Purchaser's designated affiliate), and Purchaser agrees to purchase from Sellers, all of the Sellers' rights, title, privileges, benefits and interests, as of \_\_\_\_\_, 2000, in the following (collectively referred to as "Property"):

(a) all customer contracts or other business relationships identified in the attached Exhibit "A" to be assigned to Purchaser by Sellers ("Customer Contracts"), subject to Purchaser's right to remove, and therefore not include in such purchase, one or more such contracts or business relationships from Exhibit "A" by written notice to Sellers no later than 5:00 p.m. PST on March 17, 2000;

(b) all agent contracts of the Designated Global Agent Network, as defined in Section 1.2(b) and identified in the attached Exhibit "B," subject to (i) Purchaser's right to remove, and therefore not include in such purchase, one or more such contracts from Exhibit "B" by written notice to Sellers no later than the Closing Date, and (ii) Sellers' right to remove, subject to Purchaser's consent which will not be unreasonably withheld provided such consent may be withheld for any agent who has executed a five-year agency agreement described in Section 1.2(b) below, from the Designated Global Agent Network such contracts that Sellers believe, in good faith, would have an adverse economic effect to the Bankruptcy Estates should such contracts be assumed by the Sellers and assigned to Purchaser, and which contracts Sellers shall identify in writing to Purchaser no later than the Closing Date;

(c) any other real and personal property rights identified in the attached Exhibit "C;"

(d) all customer and agent lists including, without limitation, previous and existing customers. Sellers shall provide to Purchaser a complete list of past and present customers of Sellers, together with summaries of the customer contracts;

(e) all intellectual property rights owned by Sellers including, without limitation, all copyrights, trade secrets, trade names, trademarks and related rights to the name

"Global" and any other names used in Sellers' businesses ("Intellectual Property Rights"). Attached hereto as Exhibit "D" is a schedule of all trade names, trademarks, service marks and copyrights and their registrations owned by Sellers or in which Sellers have any rights or licenses, together with a brief description;

(f) to the extent transferable, all operating licenses, authorities, and permits, issued by the U.S. government or any state or any subdivision of either including, without limitation, those listed in Exhibit "A;"

(g) at Purchaser's request, Sellers will designate Purchaser and its affiliates to perform its existing contracts with the U.S. Department of Defense for up to six months after the Closing Date under Sellers' existing registrations, licenses and permits as a military carrier and forwarder of household goods for the U.S. military, under an arrangement commonly known in the household goods moving industry as a "409 agreement," provided Purchaser assumes, and shall indemnify Sellers for, all obligations and liabilities arising from such operations. The Parties acknowledge that any post-Closing operations of Sellers required under this Section 1.1(g) shall not, and is not intended to, create any obligation or liability of any insurance carrier of Sellers under any existing policies of Sellers; and

(h) such causes of action directly related to Purchaser's acquired interest in the foregoing assets.

Sellers and Purchaser acknowledge and agree that Purchaser is acquiring only the assets specifically identified herein, which constitute the assets essential to the operation of the Sellers' business after Closing. The Parties further acknowledge and agree that the Purchaser is only acquiring those assets identified above in Section 1.1(a) through (h), inclusive. Unless specifically identified in Section 1.1(a) through (h), inclusive, any other assets of the Bankruptcy Estate are retained by the Bankruptcy Estate including, without limitation, (i) all cash and bank accounts in the Sellers' possession or control at Closing, (ii) all federal, state, local or other refunds on account of any tax paid by Sellers or the Bankruptcy Estates at any time before or after the Closing, (iii) any and all other causes of action that the Bankruptcy Estates have against other persons including, without limitation, causes of action pursuant to the avoidance powers under 11 U.S.C. §§554-551, (iv) deposits that the Bankruptcy Estates have with suppliers, vendors or utilities, or refunds due the Bankruptcy Estates from such parties, (v) all accounts and notes receivables owing to Sellers as of the Closing, (vi) all tangible assets not otherwise specifically identified to be included in Purchaser's acquisition of assets under this Agreement including, without limitation, office furniture and equipment and vehicle equipment, and (vii) any and all interests of Sellers in real property including, without limitation, leasehold interests, Sellers' interests in the Leased Property, fee interests, etc.

Further, Purchaser shall not be liable for, and is not assuming or agreeing to assume, pay or discharge any debts, claims, damages, agreeing to assume, pay or discharge any debts, claims, damages, obligations, liabilities or responsibilities of any kind or nature whatsoever of Sellers, and each of them, and/or their affiliates, or any related person or entity, and any of their

respective agents, employees, contractors or other representatives, or any claim against any and all of the foregoing, whether known or unknown, contingent or absolute, direct or indirect, whensoever, incurred, whether or not related to its use in Sellers' business or otherwise, all of which shall be retained by Sellers (collectively, "Retained Liabilities"). No transferee liability shall attach to Purchaser with respect to any of the Retained Liabilities. Without limiting the generality of the foregoing, Purchaser shall not assume and is not assuming any of Sellers' obligations under any lease or contract, except as expressly provided herein. It is understood and agreed that Purchaser is not purchasing Sellers' business, and Purchaser is purchasing only the Property as specified in this Agreement. Except as otherwise provided for herein, Sellers shall pay, perform and/or discharge or cause to be paid, performed and/or discharged, or otherwise treat all of the Retained Liabilities consistent with the provisions of the Bankruptcy Code in the Bankruptcy Cases.

Section 1.2 Purchaser's Consideration. In consideration for Sellers' sale of the Property, Purchaser shall:

(a) pay Sellers \$500,000.00 cash by the Closing Date for the Sellers' rights, title and interest in and to the Intellectual Property Rights;

(b) pay Sellers \$2,000,000 cash at the Closing for the Customer Contracts and Designated Global Agent Network (as defined below) provided, however, that by March 17, 2000 ("Sign-up Date"), at least eighty-five percent (85%) of such agent network (by volume of bookings in calendar 1999, which were \$29,769,856.00) sign, at no additional expense to Purchaser, a five-year agency agreement to act as an agent of the Purchaser (or Purchaser's designated affiliate) under the terms of an agency contract to be furnished by Purchaser. This payment will be reduced to \$1,650,000 if such percentage is by the Sign-up Date only seventy percent (70%), and will be pro-rated if such percentage is between seventy percent (70%) and eighty-five percent (85%). If less than seventy percent (70%) of the Designated Global Agent Network signs such agent contracts by the Sign-up Date, Purchaser will have the absolute and unfettered right to either terminate or renegotiate the consideration provided in this Section 1.2(b) by notice to Sellers. For purposes herein, the "Designated Global Agent Network" shall refer to those agents designated by Purchaser, in writing, to Seller no later than February 17, 2000. The agency agreements executed pursuant to this paragraph are new contracts and do not represent any assignment of any of Sellers' rights under their existing agreements with any of such agents. Purchaser is not assuming any liabilities of Sellers to any of such agents or to any customers of Sellers.

The Parties acknowledge that the proposed transaction under this Agreement is subject to possible overbids in the Bankruptcy Cases. The consideration to be paid by Purchaser to Sellers under the above Section 1.2(b) is subject to the following: In the event there is no overbid, then the amount to be paid by Purchaser under Section 1.2(b) shall be determined in accordance with the formula set forth in Section 1.2(b) based upon the percentage of the Designated Global Agent Network executing the five-year agency agreement provided by Purchaser as of two (2) business days prior to the Closing Date. In the event there is an overbid,

no additional consideration will be paid by Purchaser to Sellers over and above the amount of the overbid. Nothing herein is intended to preclude Purchaser from exercising, without obligation, its right to participate in the overbid process. By way of example, if 70% of the Designated Global Agent Network execute the Purchaser's agency agreement as of March 17, 2000, then Purchaser shall pay Sellers under Section 1.2(b) the sum of \$1,650,000; however, if there are no overbids at the hearing before the Bankruptcy Court and the percentage of the Designated Global Agent Network signing the Purchaser's agency agreement increases to 85% by two (2) business days prior to the Closing Date, then Purchaser shall pay Sellers the sum of \$2,000,000 under Section 1.2(b). Nothing herein is intended to limit Sellers ability and right to receive the amount of the successful bid in the event of overbids at the hearing, nor preclude Purchaser to participate in such overbidding process.

Payments made by Purchaser to Sellers under Paragraphs 1.2(a) and (b) are collectively referred to as the "Cash Purchase Payment."

(c) assume effective at the Closing all obligations under the contracts identified in Exhibits "A," "B" and "C," subject to removal, and thus exclusion from assumption and assignment, of one or more such contracts from Exhibits "A," "B" and "C" pursuant to Section 1.1 above.

Section 1.3 Sellers' Consideration. In consideration for Purchaser's acquisition of the Property, Sellers shall

(a) convey all of Sellers' right, title and interest in the Property to Purchaser in the manner contemplated by the other provisions of this Agreement;

(b) refrain from enforcing any of their rights (except rights to receive payment for moneys due which arose prior to the Closing Date, or any rights arising out of or relating to third-party liability claims asserted against any, some or all of the Sellers) with respect to any and all agents whose contracts have been assumed and assigned to Purchaser including, without limitation, agents who have signed agreements with Purchaser as referred to in Section 1.2 (b) above; and

(c) deliver such other documents and take such other actions as are or may be required of Sellers to effectuate the terms of and the Parties' intent under this Agreement.

Section 1.3(b) is not intended to affect any subrogation rights, if any, of a third party insurance carrier pursuant to and under an existing insurance policy of the Sellers. All documents to be delivered as contemplated above shall be duly executed and, if appropriate, acknowledged by the parties thereto as provided in this Agreement. All funds and documents to be delivered as contemplated above shall be delivered at the times provided in this Agreement.

Section 1.4 Allocation of Cash Purchase Payment. The Cash Purchase Payment shall be allocated as provided in Exhibit "E" hereto for purposes of complying with the

requirements of the Internal Revenue Code. Each Party agrees to prepare its federal and state income tax returns for all current and future tax reporting periods and file any necessary forms with respect to this transaction in a manner consistent with the allocations set forth in Exhibit "E." If any state or federal taxing authority challenges such allocation, the Party receiving notice of such challenge shall give the other prompt written notice of such challenge, and the Parties shall cooperate in good faith in responding to it in order to preserve the effectiveness of such allocation, and shall take no position in any tax proceeding inconsistent therewith. The allocation set forth in Exhibit "E" assumes a total purchase price of \$2,500,000; in the event that the actual purchase price shall be higher or lower than such amount, an adjustment shall be made as determined in good faith by the Parties.

## ARTICLE 2

### TITLE

Section 2.1 Condition of Title. Upon the Closing, the Sellers shall convey, pursuant to this Agreement, 11 U.S.C. §363(f) and the Sale Order to Purchaser all of the Sellers' right, title and interest in and to all of the Property free and clear of any liens, claims, encumbrances, interests and pre-petition and post-petition claims that have or could have been asserted against the Sellers and/or the Property, including, without limitation, any and all claims arising under the Bankruptcy Code, common law or statute, which could have been asserted against Purchaser and/or its successors, affiliates, transferees and assigns as a "successor" to the Sellers.

## ARTICLE 3

### DUE DILIGENCE; REVIEW OF PROPERTY

Section 3.1 Due Diligence; Review. Subject to and upon the terms set forth in this Agreement, up to the time of the entry of the Sale Order, Purchaser shall have the right, at its sole cost and expense, to conduct due diligence and make any necessary inspection or review of the Property. At any time after the entry of the Sale Order up to the time of Closing, Purchaser shall have the right, at its sole cost and expense, to review and inspect the Property.

Section 3.2 Review Items. Purchaser shall have the right to include in its due diligence, inspection and review of the Property under Section 3.1 whatever items and matters, excluding financial data of Sellers not related to the Property, Purchaser believes pertinent to the acquisition, ownership, and operation of the Property. Any copying of any materials shall be at the expense of Purchaser. Any and all documents, reports, studies, and other information and items in connection with Purchaser's review are to be procured, developed, inspected, and investigated by Purchaser and Sellers shall be obligated to provide any such documents, reports, studies, or other information or items reasonably requested by Purchaser. Purchaser shall have the right to contact Sellers' agents, customers, employees and suppliers provided it gives



reasonable advance notice to Sellers. Purchaser shall not have the right to remove any of Sellers' original business or financial records from the business premises of the Sellers.

Section 3.3 Entry Onto the Business. During its due diligence, inspection and review, and provided that this Agreement has not been terminated for any reason, Purchaser shall have the right, at Purchaser's sole cost, risk and expense, to enter onto the business premises of the Sellers for the purpose of making such inspections as are determined by Purchaser to be necessary in connection with Purchaser's due diligence, inspection and review under Sections 3.1 and 3.2. Purchaser shall give Seller not less than forty-eight (48) hours prior oral notice, unless otherwise agreed by Sellers, of each desired entry into the Sellers' business premises. All entries into the Sellers' business premises or any other portion thereof shall take place at reasonable times, taking into account that the transactions contemplated under this Agreement are taking place within a short period of time and that Purchaser's presence on Sellers' business premises may be required during times which would not be ordinary working hours. Sellers shall have the right to have one or more representatives present during any such review. All entries and inspections shall be conducted so as to not unreasonably interfere with the operations of the Sellers' business or the Sellers' administration of the Bankruptcy Estates.

Section 3.4 Confidentiality: Transmittal of Information. Prior to the Closing Date and in the event of any termination of this Agreement without Purchaser's acquisition of the Property, Purchaser agrees to keep strictly confidential all items and information delivered or made available to Purchaser by Sellers, Sellers' representatives, and all reports, studies and other materials and information procured, created or discovered by Purchaser or its representatives during its review. Upon any termination of this Agreement without Purchaser's acquisition of the Property, Purchaser shall deliver all documents and items, in whatever medium (including without limitation computer disks), to Sellers without retention of copies of any of the same.

Section 3.5 Conditions to Closing; Rights of Termination.

(a) Conditions Precedent to Purchaser's Obligation to Close. Purchaser's obligation hereunder to Close and purchase the Property is expressly conditioned upon the satisfaction of the conditions listed below in this Section 3.5(a). Each condition listed below in this Section 3.5(a) is for the Purchaser's benefit and may be waived by Purchaser as a condition to Purchaser's obligation to Close in the event the same is not satisfied at or prior to the scheduled Closing.

(i) The approval of the Bankruptcy Court of the (a) purchase and sale of the Property under 11 U.S.C. §363 ("Sale Order") and (b) assumption and assignment of the executory contracts and unexpired leases under 11 U.S.C. §365 ("Assignment Order"), which approvals shall be evidenced by orders, each in form and substance satisfactory to Purchaser;

(ii) No later than the Sign-up Date, a minimum of seventy percent (70%) of the Designated Global Agency Network (by volume of bookings in calendar year 1999, which were \$29,769,856.00) have, at no additional expense to Purchaser, executed a five-year

agency agreement to act as an agent of the Purchaser (or one of its affiliates) under the terms of an agency contract provided by Purchaser;

(iii) The Sale Order and Assignment Order have been entered by the Bankruptcy Court and no appeal having been filed, or if an appeal has been filed, then no order has been entered effecting a stay of the transaction contemplated under this Agreement and approved under the Sale Order and Assignment Order;

(iv) Purchaser has obtained the necessary corporate approval and authority to enter into and consummate the transaction contemplated under this Agreement;

(v) Each of Sellers' representations and warranties set forth in this Agreement are true and accurate as of the Closing;

(vi) Sellers are not in default in any material respect under this Agreement and each obligation of Sellers to be performed prior to Closing hereunder has been performed as required, including without limitation delivery of each of the items required under Section 4.2(b) hereof;

(vii) Each of Sellers' affiliated companies which are not debtors under any pending bankruptcy case including, without limitation, the following companies: Anaheim Moving Services, Inc. and Global Brokerage, Inc., shall each execute a non-compete agreement in substantial form as that agreement attached hereto as Exhibit "H;" and

(viii) Closing shall have occurred no later than March 31, 2000.

Except as to those conditions above that must be satisfied as of the Closing Date, the conditions set forth above shall be satisfied or removed as conditions no later than seven (7) calendar days prior to the Closing Date. If the above conditions have not been satisfied or waived by such date or, as to those conditions that must be satisfied by the Closing Date, the Closing Date, then Purchaser shall have the absolute and unfettered right to terminate this Agreement by delivering written notice thereof to Sellers so that such notice is received by Seller no later than three (3) calendar days prior to the Closing Date. If Purchaser timely delivers such notice of termination, then this Agreement shall terminate as of the date such notice is delivered to Sellers. If this Agreement is terminated pursuant to the foregoing provisions of this Section 3.5(a), each party shall bear its own costs incurred hereunder, and the provisions of Section 6.1 hereof shall apply. If Purchaser fails to deliver to Seller a notice of termination prior to or on three (3) calendar days prior to the Closing Date, Purchaser shall be deemed to have waived its right to terminate this Agreement under this Section 3.5(a) and to have elected to proceed with the purchase of the Property pursuant to the terms of this Agreement.

(b) Conditions Precedent to Seller's Obligation to Close. Seller's obligation hereunder to Close and sell the Property is expressly conditioned upon the satisfaction of the conditions listed below in this Section 3.5(b). Each condition listed below in this Section 3.5(b)

is for Seller's benefit and may be waived by Seller as a condition to Seller's obligation to Close in the event the same is not satisfied at or prior to the scheduled Closing. If any such condition is not satisfied at or prior to the scheduled Closing, Seller may by written notice to Purchaser waive such condition.

(i) The approval of the Bankruptcy Court of the (a) purchase and sale of the Property under 11 U.S.C. §363 and (b) assumption and assignment of the executory contracts and unexpired leases under 11 U.S.C. §365, which approvals shall be evidenced by the Sale Order and Assignment Order, each in form and substance satisfactory to Purchaser;

(ii) The Sale Order and Assignment Order have been entered by the Bankruptcy Court and no appeal having been filed, or if an appeal has been filed, then no order has been entered effecting a stay of the transaction contemplated under this Agreement and approved under the Sale Order and Assignment Order;

(iii) Each of Purchaser's representations and warranties set forth in this Agreement are true and accurate as of the Closing;

(iv) Purchaser is not in default in any material respect under this Agreement and each obligation of Purchaser to be performed prior to the Closing hereunder has been performed as required, including without limitation, delivery of each of the items required under Section 4.2(a) hereof; and

(v) Closing shall have occurred no later than March 31, 2000.

Except as to those conditions above that must be satisfied as of the Closing Date, the conditions set forth above shall be satisfied or removed as conditions no later than seven (7) calendar days prior to the Closing Date. If the above conditions have not been satisfied or waived by such date, or, as to those conditions that must be satisfied by the Closing Date, the Closing Date, then Sellers shall have the absolute and unfettered right to terminate this Agreement by delivering written notice thereof to Purchaser so that such notice is received by Purchaser no later than three (3) calendar days prior to the Closing Date. If Sellers timely deliver such notice of termination, then this Agreement shall terminate as of the date such notice is delivered to Purchaser. If this Agreement is terminated pursuant to the foregoing provisions of this Section 3.5(b), each party shall bear its own costs incurred hereunder, and the provisions of Section 6.1 hereof shall apply. If Sellers fail to deliver to Purchaser a notice of termination prior to or on three (3) calendar days prior to the Closing Date, Sellers shall be deemed to have waived their right to terminate this Agreement under this Section 3.5(b) and to have elected to proceed with the purchase of the Property pursuant to the terms of this Agreement.

(c) Binding Agreement. This Agreement shall become binding on the Parties upon the entry of both the Sale Order and the Assignment Order.

## ARTICLE 4

### CLOSING

Section 4.1 Scheduled Closing. Closing shall occur when all conditions to the purchase and sale of the Property have been satisfied and title to the Property has been transferred to Purchaser ("Closing"), but in no event later than March 31, 2000, unless otherwise agreed to by the Parties in writing. The date on which the Closing shall occur is referred to as the "Closing Date". The Closing shall take place at the Sellers' business offices or such other place as the Parties may agree.

Section 4.2 Deposit of Documents and Funds Into Escrow. The Parties shall make the following available at the Closing:

(a) Deposits By Purchaser.

(i) No later than 10:00 a.m. on the Business Day prior to the Closing, Purchaser shall tender to Sellers the Cash Purchase Payment, which funds shall be held in an interest-bearing account approved by Purchaser. Any interest accruing on such funds from the time of deposit to the Closing shall be for the sole benefit of Purchaser;

(ii) Purchaser shall make available the following documents at the Closing, each duly executed and, if appropriate, acknowledged by Purchaser and/or any other parties, as appropriate:

(1) Two (2) counterparts of the Bill of Sale in the form attached hereto as Exhibit "F" (the "Bill of Sale"), pursuant to which the Property will be transferred to Purchaser;

(2) Two (2) counterparts of the Assignment of Contracts in the form attached hereto as Exhibit "G" (the "Assignment of Contracts"), pursuant to which the identified agreements will be assigned to and assumed by Purchaser and the Intangibles will be transferred to Purchaser;

(3) A copy of the requisite corporate approval and authority of Purchaser to consummate the transaction contemplated under this Agreement; and

(4) Such other documents as may be required by the terms of or otherwise effectuate the intent of the Parties under this Agreement or any of the foregoing listed agreements.

(b) Deposits by Sellers.

(i) Sellers shall make available at the Closing, each duly executed and, if appropriate, acknowledged by Sellers and/or any other parties, as appropriate:

(1) Two (2) counterparts of the Bill of Sale;

(2) Two (2) counterparts of the Assignment of Contracts;

(3) A conformed copy of the entered Sale Order and a conformed copy of the Assignment Order; and

(4) Such other documents as may be required by the terms of or otherwise effectuate the intent of the Parties under this Agreement or any of the foregoing listed agreements.

(c) Cooperation. In order to avoid any potential delays in the Closing, the Parties shall cooperate to effectuate the delivery of the items referenced in Sections 4.2(a) and 4.2(b).

Section 4.3 Closing by Parties. When all conditions to the Closing have been satisfied, including without limitation, all deposits and deliveries required under Section 4.2 above, the Parties shall close this transaction by delivering to the other fully executed originals of the documents identified in Section 4.2. Upon the Closing, Sellers shall also deliver to Purchaser all of the Property including, without limitation, any and all records, certificates, registrations, documents and files, whether maintained electronically or hard copy.

Section 4.4 Credits and Prorations; Adjustments.

(a) Credits and Prorations. Subject to the provisions of Section 4.4(b) below, all income and expenses of the Property shall be apportioned as of 12:01a.m. on the day of Closing, as if Purchaser were vested with title to the Property during the entire day upon which Closing occurs. Such prorated items shall include, without limitation, the following:

(i) taxes and assessments (including personal property taxes on the Property) related to or levied against the Property;

(ii) any other expenses or other items pertaining to the Property that are customarily prorated between a purchaser and a seller.

(b) Cargo in Transit. All contracts subject to this Agreement in which cargo is in Transit, as defined below, on the Closing Date and not subject to an interline agreement, shall inure to the sole benefit and obligation of Purchaser. By way of example only, under an existing contract if cargo is in Transit on the day before the Closing Date and on the

Closing Date, such contract (all of its benefits and obligations) shall inure to the sole benefit and obligation of Purchaser.

(c) Definition of "Transit". For purposes of this Section 4.4(b), "Transit" shall be defined as the commencement of services (e.g., packing of cargo) by Sellers or Sellers' agents in connection with any cargo under an existing contract with Sellers or Sellers' agents whose contracts are assigned to Purchaser as provided in this Agreement.

Section 4.5 Transaction and Closing Costs.

(a) Sellers shall pay the fees of any counsel or any other professional representing Sellers in connection with this transaction;

(b) Purchaser shall pay the fees of any counsel or any other professional representing Purchaser in connection with this transaction; and

(c) All costs and expenses incident to this transaction and the closing thereof, and not specifically described above, shall be paid by the party incurring same.

ARTICLE 5

COVENANTS, REPRESENTATIONS AND WARRANTIES

Section 5.1 Covenants, Representations and Warranties of Sellers. Sellers hereby make the following covenants, representations and warranties to Purchaser as of the Effective Date, which representations and warranties shall be deemed to have been made again as of the Closing.

(a) Authority. Sellers, and each of them, as debtors in possession are the duly appointed representatives in their respective Bankruptcy Case. Expressly subject to the Sale Order and Assignment Order that have become final, Sellers have the necessary power and authority to enter into this Agreement and to consummate or cause to be consummated the transaction contemplated by this Agreement on behalf of the Bankruptcy Estates. Expressly subject to and pursuant to the terms of the Sale Order and Assignment Order, the Sellers are authorized on behalf of their respective Bankruptcy Estate to execute and deliver this Agreement and the other documents and agreements required to be executed and delivered by Sellers hereunder. This Agreement constitutes the valid and binding obligation of the Bankruptcy Estates, and each of them, and is enforceable against each Bankruptcy Estate in accordance with its terms, the Sale Order and Assignment Order.

(b) Sellers' Best Efforts. Sellers, and each of them, hereby agree to use their best efforts to accomplish the following to the satisfaction of Purchaser:

(i) At least seventy percent (70%) of the Designated Global Agent Network (such agents to be designated by Purchaser no later than February 17, 2000) based upon volume of bookings in the calendar year 1999 (which were \$29,769,856.00) sign a five-year agency agreement to act as an agent of Purchaser or one of its affiliates under the terms of an agency contract to be furnished by Purchaser;

(ii) Maintaining all military bookings for the benefit of Purchaser;

(iii) Obtain agreement by certain employees of Sellers designated by Purchaser to be employed by Purchaser (or its affiliate) for a defined period of time from the Closing Date and pursuant to terms provided by Purchaser. Purchaser shall provide to Sellers no later than February 21, 2000, its designation of which employees of Sellers Purchaser wishes to employ under this provision;

(iv) Consummate the transaction under this Agreement as soon as practicable after entry of the Sale Order and the Assignment Order, but in no event shall the Closing occur after March 31, 2000, unless otherwise agreed by the Parties;

(v) At all times through and including the Closing Date, the Sellers shall ensure that Sellers continuously conduct their business operations, maintain all of their licenses and permits and cause contracts for Sellers' business to be solicited, received and completed on a continuous and regular basis as business is currently being conducted by Sellers.

(c) Access to Sellers' Systems, Premises and Information. Sellers shall provide Purchaser access, upon reasonable notice, to Sellers' headquarters premises, its office equipment (including, without limitation, the use of computers), its non-financial business information and systems for a period not to exceed two (2) months after the Closing Date. Such access as provided herein shall be at no cost to Purchaser; however, copies of any information required by Purchaser shall be at Purchaser's expense.

(d) Expense of Agent Conversion. The Parties agree and acknowledge that any costs incurred by Sellers' agents in becoming agents of Purchaser (or its affiliate) shall not be at the expense of either Party including, without limitation, any costs incurred by agents in converting their respective systems.

(e) Non-Impairment of Agents. Agents (and the owners of such agents) who sign the five-year agent agreement provided by Purchaser and those agents whose contracts are assumed and assigned by Sellers to Purchaser under this Agreement shall be afforded the protections under 11 U.S.C. Section 365 including, without limitation, the Sellers' obligation to promptly cure any curable defaults that exist under Sellers' agency contracts with such agents.

(f) Notice of Inadequacy of Insurance Coverage. Sellers shall immediately advise, in writing, Purchaser of any inadequacy to the best of Sellers' knowledge, information

and belief of Sellers' insurance coverage or other insuring arrangements to pay for or reimburse liabilities for which Sellers are or may be responsible and which an agent who becomes an agent of Purchaser, whether by assignment only or by assignment and concurrent agreement, may also be liable. Sellers' notice as provided in this subparagraph shall include any claim or lawsuit in which liability of any of Sellers' agents has been asserted, including without limitation lawsuits in which Sellers and an agent are co-defendants. The provisions of this Section 5.1(f) shall not survive the Closing.

(g) Notice of Any Claim by Sellers Against Agents. Sellers shall immediately notify, in writing, Purchaser of any claim(s) Sellers or Sellers' insiders have or may have, to the best of Sellers' knowledge, information and belief, against an agent or owner of an agent who becomes an agent of Purchaser, whether by assignment only or by assignment and concurrent agreement. The provisions of this Section 5.1(g) shall not survive the Closing.

(h) No Reliance. Sellers are not relying on any representations or warranties of Purchaser in connection with the transaction which is the subject of this Agreement, other than those representations and warranties of Purchaser expressly set forth in this Agreement and the other written documents and agreements executed by Purchaser in this transaction.

(i) Compliance with Laws. Sellers shall comply with all federal, state and local laws and regulations in connection with the transaction contemplated under this Agreement including, without limitation, compliance with such laws and regulations to register and protect the Sellers' rights and interests in the Intellectual Property Rights. Further, such compliance includes, by way of example and without limitation, any notice of termination to any employees that may be required under local, state, or federal law (including, without limitation, the Worker Adjustment and Retraining Notification Act) as a condition precedent to any such termination. Sellers acknowledge and agree that compliance with such laws (including, without limitation, any notice requirement) shall be the sole responsibility of Sellers. Sellers further acknowledge and agree that Purchaser is not assuming any of Seller's obligations or liabilities regarding Sellers' employees.

(j) Ability to Perform. Subject to the conditions set forth in Section 3.5(b), Sellers otherwise have the present ability to perform all of their obligations and duties required of Sellers, and each of them, to consummate the transactions contemplated under this Agreement.

(k) Sales Tax. Sellers shall pay any and all sales tax liability associated with the purchase by Purchaser of the Property and the transactions contemplated herein. Sellers acknowledge and agree that, to the extent necessary, a portion of the Cash Purchase Payment is deemed to include any sales tax liability arising by virtue of the sale of the Property to Purchaser pursuant to this Agreement.

(l) No Material Adverse Change. Between the date of the execution of this Agreement and the Closing Date, there shall have been no material adverse change in the value of any of the Property.



(m) Trade Secrets. All Intellectual Property Rights and documentation in connection or support of same are current, accurate and sufficient in detail and content to identify and explain each of such rights and allow its full and proper use by Purchaser without reliance on specific knowledge or memory of others. To Sellers' best knowledge, information and belief, all of the Intellectual Property Rights are presently protected and are not part of the public's knowledge or literature, nor have they been used, disclosed or appropriated for the benefit of any past or present employees or other persons, or to the detriment of Sellers.

(n) Litigation. Other than the pending Bankruptcy Cases, there is no pending litigation or proceeding threatened against or involving Sellers that arise out of the ownership of the Property or that might detrimentally affect the use of the Property for their intended purpose or the value of the Property or adversely affect the ability of Sellers to perform their obligations under this Agreement.

(o) Title Transferred to Purchaser. Upon the Closing, Purchaser shall have good and marketable title to the Property, free and clear of any and all liens, claims, interests and encumbrances.

(p) Reliance on Documents. Sellers represent, to their best knowledge, information and belief; the truth, accuracy and completeness of any materials, data, certificates, documents, or information delivered by Sellers to Purchaser in connection with the transactions contemplated hereby. Sellers acknowledge and agree that Purchaser is relying upon all materials, data and information delivered to Purchaser in connection with the transactions contemplated hereby. To Sellers' best knowledge, information and belief, there are no inaccuracies or omissions in any materials, data, information or reports delivered by Sellers to Purchaser. To the extent Purchaser has been damaged due to any material inaccuracy or omission in such records provided by Sellers that Sellers knew or should have known to be materially inaccurate or incomplete, Sellers shall be liable to Purchaser for such damages.

Section 5.2 Representations and Warranties of Purchaser. Purchaser hereby makes the following representations and warranties to Sellers as of the Effective Date, which representations and warranties shall be deemed to have been made again as of the Closing.

(a) Organization and Authority. Purchaser is a corporation that has been duly organized and is validly existing under the laws of the State of Delaware and is authorized to conduct business in the State of California. Purchaser has the requisite power and authority to enter into this Agreement and to consummate or cause to be consummated the transaction contemplated by this Agreement on behalf of Purchaser. Expressly subject to the above and conditioned on the corporate approval of Purchaser, (i) the person or persons executing and delivering this Agreement and the other documents and agreements required to be executed and delivered by Purchaser hereunder is or are authorized to do so, and (ii) this Agreement constitutes the valid and binding obligation of Purchaser and is enforceable against Purchaser in accordance with its terms, the Sale Order and Assignment Order.

(b) Pending Actions. Purchaser has not been served with a complaint in any action, suit or arbitration, and there is no unsatisfied order or judgment, government investigation or proceeding pending against Purchaser, which, if adversely determined, could individually or in the aggregate materially interfere with the consummation of the transaction contemplated by this Agreement. To Purchaser's actual knowledge, there are no actions, suits or arbitrations pending against Purchaser that, if adversely determined, could individually or in the aggregate materially interfere with the consummation of the transaction contemplated by this Agreement.

(c) No Reliance. Purchaser is not relying on any representations or warranties of Sellers in connection with the transaction that is the subject of this Agreement, other than those representations and warranties of Sellers expressly set forth in this Agreement.

(d) Ability to Perform. Subject to the conditions set forth in Section 3.5(a), Purchaser otherwise has the present ability to perform all of its obligations and duties required of it to consummate the transactions contemplated under this Agreement.

(e) Purchaser's Best Efforts. Purchaser hereby agrees to use its best efforts to consummate the transaction under this Agreement as soon as practicable after entry of the Sale Order and the Assignment Order.

(f) Reliance on Documents. Purchaser represents to the best of its knowledge, information and belief the truth, accuracy and completeness of any materials, data, certificates, documents, or information delivered by Purchaser to Sellers in connection with the transactions contemplated hereby. Purchaser acknowledges and agrees that Sellers are relying upon all materials, data and information delivered to Sellers in connection with the transactions contemplated hereby. Purchaser is responsible for any material inaccuracy or omission in any materials, data, information or reports delivered to Sellers, and to the extent Sellers have been damaged due to any material inaccuracy or omission in such records provided by Purchaser, Purchaser shall be liable to Sellers for such damages.

(g) Cooperation with Agent Sign-ups. Expressly subject to Purchaser's exercise of its business judgment, Purchaser agrees to cooperate with Sellers in securing the Sellers' agents designated by Purchaser executing a five-year agency agreement with Purchaser (or its affiliate). Notwithstanding Purchaser's cooperation as provided herein, Sellers acknowledge and agree that it is the Sellers responsibility to secure those agents designated by Purchaser to execute the five-year agent agreement with Purchaser (or its affiliate).

Section 5.3 Survival of Representations and Warranties. Unless otherwise expressly stated herein, the representations and warranties of Sellers and Purchaser set forth in this Agreement and in the other written documents and agreements executed by the parties in this transaction shall survive the Closing.

## ARTICLE 6

### TERMINATION, DEFAULT AND REMEDIES

Section 6.1 Permitted Termination. If this Agreement is terminated by either Sellers or Purchaser pursuant to a right expressly given it to do so hereunder (herein referred to as a "Permitted Termination"), then (a) all funds, documents and deposits shall be returned to the Party which deposited the same, (b) neither Sellers nor Purchaser shall have any further rights, liabilities and obligations hereunder except that (i) all liabilities and obligations of Purchaser under Sections 3.3 and 3.4 of this Agreement shall survive any Permitted Termination, and (ii) all liabilities and obligations of both Purchaser and Sellers under Sections 8.1, 8.2, 8.15, 8.18 and 8.19 of this Agreement shall survive any Permitted Termination.

Section 6.2 Remedies. If either party defaults in the performance of its obligations under this Agreement, then the non-defaulting party may, in addition to its other rights and remedies under this Agreement or allowed by law, terminate this Agreement by notice to the defaulting party.

## ARTICLE 7

### DISCLAIMERS AND WAIVERS

Section 7.1 AS-IS SALE; DISCLAIMERS; RELEASE. IT IS UNDERSTOOD AND AGREED THAT, EXCEPT AS PROVIDED IN THIS AGREEMENT, SELLERS ARE NOT MAKING AND HAVE NOT AT ANY TIME MADE ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING BUT NOT LIMITED TO, ANY WARRANTIES OR REPRESENTATIONS AS TO HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

PURCHASER ACKNOWLEDGES AND AGREES THAT, SUBJECT TO THE TERMS IN THIS AGREEMENT, UPON CLOSING SELLERS SHALL SELL AND CONVEY TO PURCHASER AND PURCHASER SHALL ACCEPT THE PROPERTY "AS IS, WHERE IS, WITH ALL FAULTS." EXCEPT AS PROVIDED IN THIS AGREEMENT, PURCHASER HAS NOT OTHERWISE RELIED AND WILL NOT RELY ON, AND SELLERS ARE NOT OTHERWISE LIABLE FOR OR BOUND BY, ANY EXPRESS OR IMPLIED WARRANTIES, GUARANTEES, STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY OR RELATING THERETO MADE OR FURNISHED BY SELLERS OR THEIR RESPECTIVE REPRESENTATIVES, TO WHOMEVER MADE OR GIVEN, DIRECTLY OR INDIRECTLY, ORALLY OR IN WRITING. PURCHASER ALSO ACKNOWLEDGES THAT THE PURCHASE PRICE REFLECTS AND TAKES INTO ACCOUNT THAT THE PROPERTY IS BEING SOLD "AS IS, WHERE IS, WITH ALL FAULTS."

Section 7.2 Survival of Disclaimers. The provisions of this Article 7 shall survive the Closing and any termination of this Agreement.

## ARTICLE 8

### MISCELLANEOUS

Section 8.1 Confidentiality. Purchaser and its representatives shall hold in strictest confidence all data and information obtained with respect to Sellers, the Sellers' business, the Property, and shall not disclose the same to others; provided, however, that (a) it is understood and agreed that Purchaser may disclose such data and information to its employees, lenders, consultants, accountants and attorneys provided that such persons agree in writing to treat such data and information confidentially, and (b) Purchaser may make such disclosures as are required by law or by way of subpoena or judicial or administrative court process or are necessary to comply with any regulatory or financial reporting requirements applicable to Purchaser. In the event of a breach by Purchaser or its representatives of this Section 8.1, Sellers shall be entitled to an injunction restraining such breach. Notwithstanding anything in this Section 8.1 to the contrary, the confidentiality of the items, information, reports, studies and other materials referenced in Section 3.4 hereof shall be governed by the provisions of Section 3.4 hereof. The provisions of this Section 8.1 shall survive Closing and any termination of this Agreement.

Section 8.2 Public Disclosure. Except as provided in this Section 8.2, after the execution of this Agreement, any release to the public or other persons not a party to this Agreement of information with respect to the transaction contemplated herein or any matters set forth in this Agreement, including without limitation, any press release to be made upon the Closing, will be made only in the form approved in writing by Purchaser. Sellers may disclose such information concerning this Agreement and the transactions contemplated herein as is necessary to secure the requisite Bankruptcy Court approval or otherwise comply with any required filings with the Bankruptcy Court. Sellers shall use their best efforts to provide Purchaser, in advance to filing, drafts or copies of all papers referencing the transaction contemplated herein, which papers Sellers intend to file with the Bankruptcy Court. The provisions of this Section 8.2 shall survive the Closing and any termination of this Agreement.

Section 8.3 Assignment. Subject to the provisions of this Section 8.3, the terms and provisions of this Agreement are to apply to and bind the permitted successors and assigns of the parties hereto. Neither party may assign all or any portion of its rights under this Agreement without first obtaining the prior written approval of the other party, which approval may be given or withheld in such other party's sole discretion.

Section 8.4 Notices. Any notice pursuant to this Agreement shall be given in writing by (a) personal delivery, (b) reputable overnight delivery service with proof of delivery, (c) United States Mail, postage prepaid, registered or certified mail, return receipt requested, or



enforcement of any waiver, change, modification or discharge is sought and approved by the Bankruptcy Court, if required.

Section 8.6 Entire Agreement. This Agreement, including the exhibits and schedules hereto, contains the entire agreement between the Parties hereto pertaining to the subject matter hereof and fully supersedes all prior written or oral agreements and understandings between the Parties pertaining to such subject matter.

Section 8.7 Further Assurances. Each Party agrees that it will execute and deliver such other documents and take such other action, whether prior or subsequent to Closing, as may be reasonably requested by the other Party to consummate the transaction contemplated by this Agreement. The provisions of this Section 8.7 shall survive Closing.

Section 8.8 Counterparts. This Agreement may be executed in counterparts, all such executed counterparts shall constitute the same agreement, and the signature of any Party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

Section 8.9 Facsimile Signatures. In order to expedite the transaction contemplated herein, telecopied signatures may be used in place of original signatures on this Agreement or any other document or agreement in this transaction, other than those to be recorded in the public records. Sellers and Purchaser intend to be bound by the signatures on each telecopied document, are aware that the other Party will rely on the telecopied signatures, and hereby waive any defenses to the enforcement of the terms of this Agreement or any other such document based on the form of signature. In the event facsimile signatures are used in any instance, the Parties upon the request of either Party shall also exchange ink-signed originals of such document.

Section 8.10 Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall nonetheless remain in full force and effect; provided that the invalidity or unenforceability of such provision does not materially adversely affect the benefits accruing to any party hereunder.

Section 8.11 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California. This Agreement and the rights of the Parties hereunder shall be interpreted in accordance with and governed by the laws of the State of California without giving effect to any conflict of law provision.

Section 8.12 Captions. The section headings appearing in this Agreement are for convenience of reference only and are not intended, to any extent and for any purpose, to limit or define the text of any section or any subsection hereof.

Section 8.13 Construction. The Parties acknowledge that the Parties and their counsel have reviewed and revised this Agreement and the other documents and agreements to be executed by the Parties pursuant hereto and that the normal rule of construction to the effect that

any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement, any such other documents or agreements or any exhibits or amendments to any thereof. All references to a document or agreement herein shall mean and refer to such document or agreement as amended to date, even if any such amendment is not referenced herein. All attached Exhibits are incorporated herein by this reference.

Section 8.14 Recordation. Neither this Agreement nor any memorandum hereof may be recorded by any Party hereto without the prior written consent of the other Party hereto. The provisions of this Section 8.14 shall survive the Closing and any termination of this Agreement.

Section 8.15 Brokerage Commissions. With respect to the transaction contemplated by this Agreement, neither Sellers nor Purchaser has used a finder, broker or other real estate licensee. Each Party hereto agrees that if any person or entity makes a claim for brokerage commissions or finder's fees related to the sale of the Property by Sellers to Purchaser, and such claim is made by, through or on account of any acts or alleged acts of said Party or its representatives, said Party will protect, indemnify, defend and hold the other Party free and harmless from and against any and all loss, liability, cost, damage and expense (including reasonable attorneys' fees) in connection therewith. The provisions of this section shall survive Closing and any termination of this Agreement.

Section 8.16 Time. Time is of the essence of each and all of the provisions of this Agreement. The time in which an act under this Agreement is to be done shall be computed by excluding the first day and including the last day. If the last day of any time period stated herein shall fall on a Saturday, Sunday or legal holiday, then the duration of such time period shall be extended so that it shall end on the next succeeding day which is not a Saturday, Sunday or legal holiday. Unless preceded by the word "business" or "Business," the word "day" shall mean a calendar day. The phrase "Business Day" shall mean a day on which the Bankruptcy Court is open for business.

Section 8.17 Survival. All representations, warranties, covenants and agreements of the Parties herein shall survive the Closing and payment and delivery of the consideration for the transactions contemplated hereby.

Section 8.18 Attorneys' Fees. If any Party to this Agreement shall bring any action or proceeding for any relief against the other, declaratory or otherwise, arising out of this Agreement, the losing Party shall pay to the prevailing Party a reasonable sum for attorneys' fees and costs incurred in bringing or defending such action or proceeding or enforcing any judgment granted therein, all of which shall be deemed to have accrued upon the commencement of such action or proceeding and shall be paid whether or not such action or proceeding is prosecuted to final judgment. Any judgment or order entered in such action or proceeding shall contain a specific provision providing for the recovery of attorneys' fees and costs, separate from the judgment, incurred in enforcing such judgment. The prevailing Party shall be determined by the trier of fact based upon an assessment of which Party's major arguments or positions taken in the proceedings could fairly be said to have prevailed over the other Party's major arguments or

positions on major disputed issues. For the purposes of this Section, attorneys' fees shall include, without limitation, fees incurred in the following: (1) post-judgment motions; (2) contempt proceedings; (3) garnishment, levy and debtor and third party examinations; (4) discovery; and (5) bankruptcy litigation. This Section is intended to be expressly severable from the other provisions of this Agreement, is intended to survive any judgment and is not to be deemed merged into the judgment.

Section 8.19 Venue, Jurisdiction. Each Party hereto (which includes any assignee or successor of a Party) hereby waives any objection to venue in Orange County, California, and agrees and consents to personal jurisdiction of the Bankruptcy Court for the Central District of California, Santa Ana Division, in any action or proceeding or counterclaim brought by any Party hereto against the other on any matter whatsoever arising out of or in any way connected with this Agreement. Such action or proceeding shall be instituted and prosecuted in the Bankruptcy Court for so long as the Bankruptcy Cases are pending, and thereafter in the state courts of California, Orange County, or the federal district court having appropriate jurisdiction over the Parties. The provisions of this Section shall survive the Closing and any termination of this Agreement.

Section 8.20 Independent Review. Each Party hereto acknowledges that it has been represented by separate legal and tax advisors of its own selection and that no other party and no representative of any other Party has made any representations, warranties or agreements to or with it with respect to, nor shall any other Party or its representatives have any liability to such Party with respect to, the legal or tax consequences of the transactions contemplated by this Agreement.

Section 8.21 No Waiver. No act, failure or delay by a Party shall constitute a waiver of any of its rights or remedies. No single or partial waiver by a Party to any provision, breach, default, right or remedy. No waiver by a Party shall affect its rights to require strict performance of this Agreement.



Section 8.21 Third Party Beneficiaries. No rights or benefits under this Agreement are conferred upon, directly or indirectly, or shall in any way inure to the benefit of, any third party who is not a signatory to this Agreement.

**IN WITNESS WHEREOF**, the Parties hereto have duly executed this Agreement as of the Effective Date.

**SELLERS:**

**The Bankruptcy Estate of ANAHEIM MOVING SYSTEMS, INC., a California corporation and Chapter 11 Debtor**

By: \_\_\_\_\_

**The Bankruptcy Estate of GLOBAL MOVING SERVICES, INC., a California corporation and Chapter 11 Debtor**

By: \_\_\_\_\_

**The Bankruptcy Estate of GLOBAL VAN LINES, INC., a California corporation and Chapter 11 Debtor**

By: \_\_\_\_\_

**The Bankruptcy Estate of GVL EQUIPMENT COMPANY, INC., a California corporation and Chapter 11 Debtor**

By: \_\_\_\_\_

**The Bankruptcy Estate of GVL, INC., a California corporation and Chapter 11 Debtor**

By: \_\_\_\_\_

**The Bankruptcy Estate of LYON VAN LINES, INC., a California corporation and Chapter 11 Debtor**

By: \_\_\_\_\_

**The Bankruptcy Estate of GLOBAL WORLDWIDE, INC., a California corporation and Chapter 11 Debtor**

By: \_\_\_\_\_

**The Bankruptcy Estate of LYON WORLDWIDE SHIPPING, INC., a California corporation and Chapter 11 Debtor**

By: \_\_\_\_\_

**PURCHASER:**

**ALLIED WORLDWIDE, INC., a Delaware corporation**

By: \_\_\_\_\_

Its: President

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**LIST OF EXHIBITS**

EXHIBIT A	Schedule of Customer Contracts
EXHIBIT B	Schedule of Agents
EXHIBIT C	Schedule of Other Real and Personal Property Rights as of Closing Date
EXHIBIT D	Schedule Of All Trade Names, Trademarks, Service Marks And Copyrights
EXHIBIT E	Allocation of Cash Purchase Payment
EXHIBIT F	Bill of Sale
EXHIBIT G	Assignment of Contracts
EXHIBIT H	Form Non-Compete Agreement

**EXHIBIT "A"**

**SCHEDULE OF CUSTOMER CONTRACTS**

Unless otherwise expressly identified in the Agreement, Sellers are assuming and assigning, in strict accordance with 11 U.S.C. §365, only the following contracts to Purchaser, and Purchaser is assuming only the following contracts from Sellers. Unless specifically identified in this Exhibit or in the Agreement, no other contracts are being assigned by Sellers to Purchaser including, without limitation, any written employment contracts, if any.

All customer contracts and any other business relationships identified by Purchaser in the Attachment 1 to this Exhibit A, which contracts shall be assumed by the Sellers and assigned to Purchaser by Sellers.

All operating licenses, authorities and permits issued by the U.S. government or any state or any subdivision thereof.

**Attachment 1 to Exhibit "A"**

1. All operating licenses, authorities, and permits, issued by the U.S. government or any state or any subdivision of either including, but not limited to, the following: the motor carrier or freight forwarder authority held by the following companies: Lyon Worldwide Ship. (freight forwarder, FF-366); Lyon Van Lines, Inc. (motor carrier, MC-5428); Anaheim Moving Sys. Inc. (freight forwarder, FF-820); Global Van Lines, Inc. (motor carrier, MC-41098); and Global Worldwide, Inc. (freight forwarder, FF-350).

2. All rights to do business with the U.S. government including, but not limited to:
- a) The military approval for all of the above-referenced companies.
  - b) The military authority for all the above-referenced companies.
  - c) The right to maintain all current military rate filings and letters of intent filed by all of the above-referenced companies.
  - d) The GSA authority held by Global Van Lines, Inc. to participate in GSA's centralized household goods program for domestic and international shipments and the right to maintain all Global Van Lines GSA rate filings, including all user id's and passwords for GSA's FTP and ITMS applications.
  - e) The MTMC personal property reengineering pilot program contract (DAMT01-98-D3018) held by Global Van Lines
  - f) The tender of service signature pages for each of the above-referenced companies.
  - g) All SCAC codes assigned by the National Motor Freight Traffic Association to the above-referenced companies.

3. All customer contracts including, without limitation, those customer contracts identified by Purchaser to be assigned to Purchaser by Sellers.

4. Such causes of action directly related to Purchaser's acquired interest in the foregoing assets.

**Additional Pages to this attachment have been redacted to preserve the confidential nature of the information contained therein**

## **EXHIBIT "B"**

### **SCHEDULE OF AGENTS CONTRACTS**

Unless otherwise expressly identified in the Agreement, Sellers are assuming and assigning, in strict accordance with 11 U.S.C. §365, only the following agent contracts to Purchaser, and Purchaser is assuming only the following agent contracts from Sellers. The assignment by Sellers to Purchaser of such agent contracts is expressly subject to (i) the rights of Sellers and Purchaser set forth in Section 1.1(b) of the Agreement, and (ii) those agents that execute the five-year agent contract provided by Purchaser, which contract shall, after the Closing, govern the relationship between such agent and Purchaser. Unless specifically identified in this Exhibit or in the Agreement, no other agent contracts are being assigned by Sellers to Purchaser.

**Attachment 1 to Exhibit "B"**

**EXHIBIT "C"**

**SCHEDULE OF OTHER REAL AND PERSONAL PROPERTY RIGHTS AS OF  
CLOSING DATE**

All domains, registered domain names, websites and other means of access to or in connection with the Sellers or Sellers' businesses by means of the internet including, without limitation, websites of the Sellers utilizing the name "Global" or "Global Van Lines," including, without limitation, the website located at "www.GlobalVanLines.com"



**EXHIBIT "D"**

**SCHEDULE OF ALL TRADE NAMES, TRADEMARKS, SERVICE MARKS AND  
COPYRIGHTS**

All intellectual property rights owned by Sellers including, without limitation, all copyrights, trade secrets, trade names, trademarks and related rights to the name "Global" and any other names used in Sellers' businesses including, without limitation, the Sellers' rights, title and interests in the following trademark registrations:

Global Van Lines, Inc.

Registration Nos. 897,127; 903,656; 1,167,207; 1,119,228 and 830,792.

Lyon Van Lines, Inc.

Registration Nos. 2,038,481; 2,038,482; 1,015,990 and 1,009,396

Such causes of action directly related to Purchaser's acquired interest in the foregoing assets.

**EXHIBIT "E"**

**ALLOCATION OF CASH PURCHASE PAYMENT**

Allocation of the Cash Purchase Price is as follows:

\$500,000.00 for the Sellers' rights in the Intellectual Property Rights.

The balance of the Cash Purchase Price for the Sellers' rights in the Customer Contracts and Designated Global Agent Network who have become an agent of Purchaser (or Purchaser's designated affiliate) under the terms of the Agreement

**EXHIBIT "F"**

**BILL OF SALE**

**BILL OF SALE**

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, GLOBAL VAN LINES, INC., ANAHEIM MOVING SYSTEMS, INC., GLOBAL MOVING SERVICES, INC., GVL EQUIPMENT COMPANY, INC., GVL, INC., LYON VAN LINES, INC., LYON WORLDWIDE SHIPPING, INC., AND GLOBAL WORLDWIDE, INC., Chapter 11 Debtors In Possession (collectively "Seller" or "Sellers"), for and on behalf of the respective bankruptcy estates of Sellers identified in the Purchase and Sale Agreement dated March \_\_, 2000 (collectively, "the Bankruptcy Estates"), do hereby sell and convey to ALLIED WORLDWIDE, INC., a Delaware corporation, or any one or more of its affiliates, (the "Purchaser"), any and all of each and all of the Bankruptcy Estates' right, title and interest in and to the tangible personal property described in Schedule 1 attached hereto (collectively, the "Property") subject to and consistent with the Sale Order as defined in the Purchase and Sale Agreement.

This Bill of Sale shall not be varied, supplemented, qualified or interpreted by any prior course of dealing between the parties or by any usage of trade.

IN WITNESS WHEREOF, the parties have executed this Bill of Sale as of the \_\_\_ day of March 2000.

**SELLERS:**

**The Bankruptcy Estate of ANAHEIM MOVING  
SYSTEMS, INC., a California corporation and  
Chapter 11 Debtor**

By: \_\_\_\_\_

**The Bankruptcy Estate of GLOBAL MOVING  
SERVICES, INC., a California corporation and  
Chapter 11 Debtor**

By: \_\_\_\_\_

[Signatures continue on next page]

**The Bankruptcy Estate of GLOBAL VAN LINES,  
INC., a California corporation and Chapter 11  
Debtor**

By: \_\_\_\_\_

**The Bankruptcy Estate of GVL EQUIPMENT  
COMPANY, INC., a California corporation and  
Chapter 11 Debtor**

By: \_\_\_\_\_

**The Bankruptcy Estate of GVL, INC., a California  
corporation and Chapter 11 Debtor**

By: \_\_\_\_\_

**The Bankruptcy Estate of LYON VAN LINES, INC.,  
a California corporation and Chapter 11 Debtor**

By: \_\_\_\_\_

**The Bankruptcy Estate of GLOBAL WORLDWIDE,  
INC., a California corporation and Chapter 11  
Debtor**

By: \_\_\_\_\_

[Signatures continue on next page]

**The Bankruptcy Estate of LYON WORLDWIDE  
SHIPPING, INC., a California corporation and  
Chapter 11 Debtor**

By: \_\_\_\_\_

**PURCHASER:**

**ALLIED WORLDWIDE, INC., a Delaware  
corporation**

By: \_\_\_\_\_

Its: President

GLOBAL VAN LINES AGENTS

AGENT NAME	STREET	CITY	STATE	ZIP
A & A Transfer & Storage, Inc.	113 Hollywood Boulevard, N.W.	FL Walton Beach	FL	32548
Fife Moving & Storage Co.	2121 West Chestnut Street	Washington	PA	15301
Amador Worldwide Moving & Storage, Inc.	2521 Grant Avenue	San Leandro	CA	94579
Hi-Line Moving Services, Inc.	4500 North Star Boulevard	Great Falls	MT	59405
Global Van & Storage	490 Masson Road	Fairport	NY	14448
Azar Storage, Inc.	1799 Margaret Avenue	Annapolis	MD	21401
Global Moving & Storage, Inc. Dallas	9151 East Carpenter Freeway	Irving	TX	75062
Lineer Moving & Storage, Inc.	8429 South 19th	Kent	WA	98061
Sourdough Express Inc.	600 Driveway Street #C	Fairbanks	AK	99701
Tractor Express	12252 McGinn Drive	Gaithersburg	GA	90679
Global Moving Systems, Inc.	6440 Flanders Drive #A	San Diego	CA	92121
ITS Global Relocation Services	2321 N.E. Arroyo Avenue	Portland	OR	97211
AAA Moving & Storage	612 St. Petersburg Drive	Oldsmar	FL	34677
B Transfer, Inc.	898 Airbase Road	Mt. Home	MD	99971
American Movers, Inc.	30 Ocean Boulevard, North	Long Branch	NJ	07740
Coast Valley Moving & Storage, Inc.	1111 Via Callejon Street	San Clemente	CA	92673
Stewing Movers, Inc.	64 Raton Drive	Millford	CT	06460
Bellway Moving Systems	21303 Iasca Street	Chatsworth	CA	91311
Central Moving & Storage, Inc.	4922 Milling Road	San Antonio	TX	78219
Empire Relocation Service	502 North 37th Drive #101	Phoenix	AZ	85009
Steve Gripp, Inc.	415 Sturdevant Street	Davenport	IA	52802
Dur-Rite Movers, Inc.	1546 Minford Place	Bronx	NY	10460
Richards Moving & Storage, Inc.	33455 Winona Road	Salem	OH	44460
Accurate Moving & Storage	8160 Westview	Houston	TX	77055
Holiday Moving & Storage, Inc.	521 West 182nd Street	Gardena	CA	90248
B & G Movers	23 North Huron	Toledo	OH	43604
Northwest Moving Services, Inc.	1261 Bouslog	Burlington	WA	98233
A-1 Transfer & Storage	1305 Dunbar Road	Cayce	SC	29033
Global Van & Storage South	1865 S.W. 15th Avenue, Suite #2	Delray Beach	FL	99444
Carolina Moving & Storage Co., Inc.	#10 Neil Road	Beaufort	SC	29902
A-1 Pioneer Moving & Storage	2001 North Warm Springs Road	Salt Lake City	UT	84116
Murphy's Movers	11345-A Commercial Parkway	Castroville	CA	95012
Westside Moving & Storage, Inc.	11500 South Main Street, Suit 126	Houston	TX	77025
Sunset Moving & Storage Co.	5351 Argosy Avenue	Huntington Beach	CA	92849

**GLOBAL VAN LINES AGENTS**

AGENT NAME	STREET	CITY	STATE	RI
Morgan Transfer, Inc.	1010 79th Avenue S.E.	Turwater	WA	98501
H.M.S. Moving Services, Inc.	275 Centre Street; Unit 15	Holbrook	MA	02343
Worldwide Moving & Storage of New Orleans	4343 Carriere Court	New Orleans	LA	70129
Averel Moving & Storage	339 Prospect Street Front Office	Perth Amboy	NJ	08862
Tanner Van Lines	8128 Connor Road	Mechanicsville	VA	23111
Amador Moving Service, Inc.	8451 Rovana Circle; Suite 100	Sacramento	CA	95828
Cray Transfer & Storage, Inc.	255 Barnes Boulevard	Rockledge	FL	32955
Andersen Van & Storage, Inc.	540-A Inga Road	Nipomo	CA	93444
Viti Brothers Movers, Inc.	85 Commercial Way	E. Providence	RI	02914
Sullivan's Moving & Storage	738 Bellefonte Avenue	Lock Haven	PA	17745
Clinton Moving & Packaging, Inc.	Route 12-B @ Limberlost Road	Clinton	NY	13323
Rainbow Moving & Storage, Inc.	12105 Acton Lane, Unit 1B	Waldorf	MD	20601
ABETCO Moving & Storage, Inc.	608-D Highway 51	Ridgeland	MS	39157
California Relocation Services, Inc.	7361 Dolg Drive	Garden Grove	CA	92641
Atkins/Masters Moving & Storage	57 B Pellham Davis Circle	Greenville	SC	29615
Schuck Moving Systems Corp.	16 Route 9 West North	Congers	NY	10920
Certified Moving, Inc.	1299 San Bernardino Avenue	Sant Bernardino	CA	92408
White Moving & Storage, Inc.	4296 State Road H	Fulton	MO	65251
Marks Moving & Storage, Inc.	1455 Concord Street	Frammingham	MA	01701
Northern Moving & Storage, Inc.	2301 West Everett Street	Appleton	WI	54914
W & W Moving & Storage, Inc.	810-812 South 1st Street	New Bedford	MA	02744
Koller Moving & Storage	615 South "E" Street	Ft. Smith	AR	72801
Aabalon Moving Services, Inc.	310 North American Road	Cheyenne	WY	82807
Hite Transfer & Storage	2077-A Ellis Avenue	St. Paul	MN	55114
Brantley Bros. Moving & Storage	168 Elizabeth Avenue	Newark	NJ	07408
Morgan Storage & Van Co., Inc.	2144 South Foster Avenue	Wheeling	IL	60090
Reller's Transfer & Delivery, Inc.	4007 33rd Street, N.W.	Fargo	ND	58102
Dussault Moving, Inc.	13000 Athens Avenue	Lakewood	OH	44107
Watkins Moving & Storage, Inc.	118 North College Street	Thomasville	GA	31792
Atlantic Worldwide Moving & Storage	135 Pleasant Hill Road	Scarborough	ME	04074
Acme Transfer & Storage, Inc.	163 Yelano Drive	Vallejo	CA	94589
Relocation Contracting Services, Inc.	390 Bel Marin Keys Boulevard; Suite A	Novato	CA	94948
A Royal Moving & Storage, Inc.	6810 Old Chaney Highway	Orlando	FL	32807
Accelerated Moving & Storage, Inc.	4600 Horner Ohio lane	Groveport	OH	43125
Woodland Moving & Warehouse	701 Marshall Phelps Road	Windsor	CT	06095



**GLOBAL VAN LINES AGENTS**

<b>AGENT NAME</b>	<b>STREET</b>	<b>CITY</b>	<b>STATE</b>	<b>AP</b>
Pottsville Moving & Storage Co., Inc.	Water & Prospect Street	Pottsville	PA	17901
Holiday Van & Storage, Inc.	4213 Dahlman Avenue	Omaha	NE	68107
Affiliated Van Lines of Lawton Oklahoma, Inc.	2121 S.W. Washington Street	Lawton	OK	73501
Griente Moving & Storage, Inc.	440 Interstate 10 East	Seguin	TX	78155
Daniels Moving & Storage	250 Bank Street Extension	Lebanon	NH	03786
ABC Kortsch Moving & Storage Co.	2403 North Maryland Avenue	Milwaukee	WI	53211
Grady's Moving & Delivery Service, Inc.	2000 Brentwood Road, Unit 1	Raleigh	NC	27604
Pom-Ardeau Transfer & Storage Corp.	5518 Enterprise Drive	E. Wenatchee	WA	98802
Grosse Pointe Moving & Storage	11850 East Jefferson	Detroit	MI	48214
AAA Storage, Inc.	657 Southern Avenue	Fayetteville	NC	28306
Leek Transfer Co.	5678 Country Acres Lane	Metropolis	IL	62960
Bunette Van & Storage	13641 Tuolumne Road	Sonora	CA	95370
Kings Valley Moving & Storage	593 West Ioana Avenue	Lemoore	CA	93245
Marchants Moving & Storage, Inc.	1410 North 1st Street	Hamilton	MT	59840
Hayes & Sons Moving & Storage, Inc.	8646 South Ashland	Chicago	IL	60620
Hyplains Moving & Storage, Inc.	303 Franklin South	Junction City	KS	66441
Leek Van & Storage	203 Bradshaw Pike Extension	Hopkinsville	KY	42240
The Movers W.M.S.	917 South Council Street	Muncie	IN	47302
Beard Van Lines	103 Old Lubbock Highway	Snyder	TX	79549
Holmes Van & Storage, Inc.	253 Walnut Street	Napa	CA	94559
Affiliated Movers of Oklahoma City, Inc.	2101 S.E. 69th Street	Oklahoma City	OK	73149
Admiral Moving & Storage, Inc.	420 Ellington Road	S. Windsor	CT	06074
Morrison Moving & Storage, Inc.	304 West Pacific Avenue	Spokane	WA	99201
Troy Humphrey Moving & Storage, Inc.	803 Marine Boulevard	Jacksonville	NC	28540
Holkay Moving & Storage	1111 Vista-de-Or	El Paso	TX	79935
Weather Bros. Transfer & Storage Co.	1052 Martin Luther King Jr. Boulevard	Columbus	GA	31906
Yreka Transfer Co.	303 Yama Street	Yreka	CA	96097
Mid-Hudson Moving & Storage, Inc.	34 Jeanne Drive	Newburgh	NY	12550
New Canaan Moving & Storage	54 Poplar Street	Stanford	CT	08907
J. McCabe & Sons, Inc.	1500 Shawshenn Street	Tweksbury	MA	01876
Baum Moving Co.	9120-20 East Zimnery	Wichita	KS	67211
Ideal Way Movers, Inc.	1865 Swarthmore Avenue	Lakewood	NJ	08701
Moving Solutions, Inc.	186 Barnard Avenue	San Jose	CA	95125
C.J. Wallace Inc.	190 State Street	Elsworth	ME	04605
Diamond M & S	1440 Main Street	Buffalo	NY	14209

**GLOBAL VAN LINES AGENCIES**

AGENT NAME	STREET	CITY	STATE	ZIP
Exhibit Transport, Inc.	5049 South 13th Street	Leavenworth	KS	66048
Reliable Transfer Corp.	8717 Mallard Street	Juneau	AK	99801
Morgan & Sons Moving & Storage	3516 Wightway Road	Dayton	OH	45424
Midwest Moving/Executive Relocation Serv	101 3rd Street	Des Moines	IA	50305
WTG Logistics, Inc.	140 Epping Road, Suite 2	Exeter	NH	03833
Intercontinental Van Lines	130 Riviera Drive #3	Markham	ON	L3R 5M1
Ruts Moving & Delivery Service, Inc.	101 Premier Drive	Belleville	IL	82220
Western Moving Services, Inc.	5743 Imperial Way S.W.	Port Orchard	WA	98366
Apache Moving & Storage	1300 Redmond Road	Jacksonville	AR	72076
First Chose Office Services, Inc.	72 Jonspn	Wilmington	MA	01887
T & S Transportation & Installation, Inc.	11527 Cyrus Way, Suite 3	Mukitico	VA	98275
Guardian Moving & Storage Co., Inc.	1601 Light Street	Baltimore	MD	21230
Acme Worldwide Van Service, Inc.	501 West 61st Street	Shreveport	LA	71106
Ozark Transfer & Storage	631 Y Highway North	St. Robert	MO	65583
<del>Apeea-Moving &amp; Storage</del>	<del>1148 Highway 79 West</del>	<del>Alamogordo</del>	<del>NM</del>	<del>86419</del>
<del>Apeea-Moving &amp; Storage</del>	<del>422 Wyoming St-E</del>	<del>Albuquerque</del>	<del>NM</del>	<del>87129</del>
Soudough Express Inc.	1800 West 48th Street; Suite B	Anchorage	AK	99517
Great Dane Moving & Storage	6301 Schira Court	Bakerfield	CA	93313
Amador Worldwide Moving & Storage, Inc.	465 Berry Street	Brea	CA	92821
Business Relocation Services, Inc.	510 Waverly Avenue	Brooklyn	NY	11238
Breshears Moving & Storage	3804 South 235th Road	Buffalo	MO	65622
Townson Moving & Storage Co.	1644 Rossville Avenue	Chattanooga	TN	37408
American Move Systems, Inc.	113 Hollywood Boulevard, N.W.	Ft. Walton Beach	FL	32548
American Movers, Inc.	469 South White Horse Pike	Hammonton	NJ	08037
A & A Transfer & Storage, Inc.	670 North Lane Avenue	Jacksonville	FL	32254
<del>Incoln Moving &amp; Storage, Inc.</del>	<del>16887 Pacific Highway S.W.</del>	<del>Lakewood</del>	<del>WA</del>	<del>98499</del>
A & A Transfer & Storage, Inc.	2911 Day Street	Montgomery	AL	36108
A & A Transfer & Storage, Inc.	125 Linton Street	Pensacola	FL	32505
UC Moving Services, Inc.	2523 Grant Avenue	San Leandro	CA	94579

**GLOBAL VAN LINES (Military Agents only)**  
**SORTED BY STATE**

NAME	CITY	STATE
Sourdough Express Inc.	Fairbanks	AK
Huachuca Transfer Co.	Huachuca	AZ
Tucson Transfer Co.	Tucson	AZ
All Valley Van & Storage	Palmdale	CA
Bert's Moving & Storage	Esecondido	CA
Canova Moving & Storage	Yuba City	CA
Desert Van & Storage	Barstow	CA
East County Mvg & Stg	El Cajon	CA
Monterrey Transfer & Stor	Salinas	CA
Presidio Moving Service, I	El Cajon	CA
Valley Van & Storage Co.	Santa Maria	CA
Able Movers, Inc	Co Springs	CO
Able Movers, Inc	Denver	CO
Advanced Mvg & Stg	Co Springs	CO
Broadway Mvg	Co Springs	CO
Mt View Mvg & Stg	Co Springs	CO
Ann Street Express	Windsor	CT
New London M & S	Waterford	CT
Delaware Mvg & Stg	Bear	DE
A-1 Ace M & S	Hialeah	FL
Advanced M & S	Panama Ci	FL
All Moving Services, Inc.	Pompano	FL
Consolidated Whse	Panama Ci	FL
Helco Van Lines	Panama Ci	FL
Allstates Mvg & Stg	Macon	GA
Barnes Mvg & Stg Co.	Carrollton	GA
Blair M & S	Macon	GA

**GLOBAL VAN LINES (Military Agents only)**  
**SORTED BY STATE**

<u>NAME</u>	<u>CITY</u>	<u>STATE</u>
Carrols M & S Co.	Macon	GA
Daniels Mvg & Stg	Atlanta	GA
Hammock T & S, Inc	Savannah	GA
New's Van Lines	Carrollton	GA
Phillips M & S	Albany	GA
Gelling Mvg & Stg	Idaho Falls	ID
Century Mvg & Stg	Lombard	IL
Becks Transfer, Inc	Logansport	IN
Garbe M & S	New Albany	IN
Henderson Transfer	Terre Haute	IN
Hope Mvg & Stg	Vincennes	IN
King's Mvg & Stg	Michita	KS
Fireproof Stg & Mvg	Louisville	KY
Howard Ball M & S	Louisville	KY
Watson M & S	Richmond	KY
Belle Mvg & Stg	DeRidder	LA
Shreveport Mvg & Stg	Shreveport	LA
Southern Mvg & Stg	Leesville	LA
Fitton Van & Storage	Fitchburg	MA
Gaylord Mvg & Stg	Gaylord	MI
Great Lakes Mvg & Stg	Ann Arbor	MI
Guindon Moving & Storag	Negaunne	MI
A. Frisella Mvg & Stg	St Louis	MO
Jordan Transfer Company	West point	MS
Morgan Van Lines	Boonsville	MS
Ocean Springs T & S	Ocean Springs	MS
Acme Movers & Stg	Morehead C	NC

**GLOBAL VAN LINES (Military Agents only)**  
**SORTED BY STATE**

NAME	CITY	STATE
Bay Moving & Stg	Morehead C	NC
Charlotte Metro Movers	Charlotte	NC
Home Storage Co.	Raleigh	NC
Pilot Van Lines	Jacksonville	NC
Whalen's Inc.	Grand Fork	ND
AAA Quality Movers	Omaha	NE
Steedle Mvg & Stg	Westville	NJ
Cissell Transfer & Stg	Clovis	NM
The Moving Company	Las Cruces	NM
Action Mvg & Stg	Sparks	NV
Western Mvg & Stg	Las Vegas	NV
Carpenters Brothers	Watertown	NY
Dor's M & S, Inc	Albany	NY
Kenwoods Mvg & Stg	Plattsburgh	NY
Klein's M & S	Brooklyn	NY
Olympian Mvg & Stg	Elyria	OH
Dunbar Mvg & Stg	Enid	OK
Flamingo M & S	Mansfield	PA
Sparacino Brothers	Scranton	PA
Beaufort Mvg & Stg	Beaufort	SC
QS Mvg & Stg	Memphis	TN
Abilene Moving& Storage	Abilene	TX
Accent M & S	Wichita Fall	TX
Affiliated Movers of Killeen	Killeen	TX
Bexar Moving Services	Corpus Chr	TX
CQ Moving Services	Killeen	TX
EDC Moving Systems	San Antonio	TX

**GLOBAL VAN LINES (Military Agents only)**  
**SORTED BY STATE**

<u>NAME</u>	<u>CITY</u>	<u>STATE</u>
M & L Moving & Storage	Amaril	TX
Scobey Moving & Storage	San Antonio	TX
Smith Transfer & Storage	Beaville	TX
B & B Global Movers	Salt Lake	UT
A & E Moving & Stg	Norfolk	VA
Academy Van & Stg	Norfolk	VA
Ambassador Relocations	Dulles	VA
Arrow Worldwide Movers	Hampton	VA
Tanner Intl Forwarding	Petersburg	VA
McClure Mvg & Stg	Essex Junc	VT
A- World Moving Sys, Inc	Bremerton	WA
ABC Mvg & Stg	Port Orcha	WA
Affordable Transfer	Port Orcha	WA
All American Transfer	Port Orcha	WA
Bremerton Transfer	Port Orcha	WA
Crown Moving Co.	Port Angel	WA
Sound Mvg & Stg	Port Angel	WA

**NOTE TO USERS OF THIS FORM:**  
Physically attach this form as the last page of the proposed Order or Judgment.  
Do **not** file this form as a separate document.

In re ANAHEIM MOVING SYSTEMS, INC., Debtor and Debtor in Possession	(SHORT TITLE)	CHAPTER <u>11</u> CASE NUMBER: SA 00-10336 LR
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**NOTICE OF ENTRY OF JUDGMENT OR ORDER  
AND CERTIFICATE OF MAILING**

TO ALL PARTIES IN INTEREST ON THE ATTACHED SERVICE LIST:

1. You are hereby notified, pursuant to Local Bankruptcy Rule 116(1)(a)(iv), that a judgment or order entitled (*specify*):  
[PROPOSED] ORDER APPROVING SALE OF CERTAIN ASSETS AND ASSUMPTION AND  
ASSIGNMENT OF CERTAIN UNEXPIRED CONTRACTS, FREE AND CLEAR OF ALL LIENS,  
CLAIMS AND INTERESTS

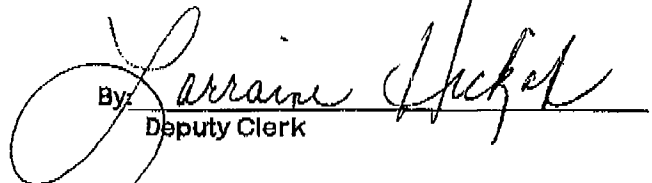
was entered on (*specify date*): **MAR 24 2000**

2. I hereby certify that I mailed a copy of this notice and a true copy of the order or judgment to the persons and entities on  
the attached service list on (*specify date*):

**MAR 24 2000**

Dated: **MAR 24 2000**

JON D. CERETTO  
Clerk of the Bankruptcy Court

By:   
Deputy Clerk

SERVICE LIST

Office of the United States Trustee  
411 West Fourth Street, Room 9041  
Santa Ana, CA 92701-8000  
Facsimile: 714/338-3421

Dean G. Rallis Jr.  
Blakeley & Rallis LLP  
650 Town Center Drive, 6<sup>th</sup> Floor  
Costa Mesa, CA 92626

Marc Winthrop  
Winthrop Couchot PC  
300 Civic Plaza, Suite 280  
Newport Beach, CA 92660

Leo Plotkin  
Levy, Small & Lallas  
815 Moraga Drive  
Los Angeles, CA 90049

Leonard M. Shulman  
Marshack Shulman Hodges & Friedman  
8001 Irvine Center Drive, Suite 900  
Irvine, CA 92618-2921

Lawrence Peitzman, Esq.  
Peitzman, Glassman & Weg  
2049 Century Park East, Suite 1100  
Los Angeles, CA 90067

Jeffrey W. Broker  
Charton, Broker & Rovenger  
400 N. Tustin Ave., Suite 401  
P.O. Box 11906  
Santa Ana, CA 92711

Jeffrey C. Krause  
Akin, Gump, Strauss, Hauer & Feld, L.L.P.  
2029 Century Park East, Suite 2600  
Los Angeles, CA 90067

Thomas Mouzes  
Hauser & Mouzes  
18826 N. Lower Sacramento Road, Suite H  
Woodbridge, CA 95258-1397

Allied Worldwide, Inc.  
Robert J. Henry, Esq.  
215 West Diehl Road  
Naperville, IL 60563-8463



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**DECLARATION REGARDING SERVICE**

I, Katharine Wnorowski, declare that:

I am over the age of 18. My business address is 650 Town Center Drive, 6<sup>th</sup> Floor, Costa Mesa, California, 92626.

I am readily familiar with the practice for collection and processing of correspondence and documents for delivery via U.S. Mail. This requires, in the ordinary course of business, delivery to the U.S. Post Office the same day. On March 24, 2000, I served:

**SEE ATTACHED LIST**

by First Class U.S. Mail, with the document described as follows:

**[PROPOSED] ORDER APPROVING SALE OF CERTAIN ASSETS AND ASSUMPTION AND ASSIGNMENT OF CERTAIN UNEXPIRED CONTRACTS, FREE AND CLEAR OF ALL LIENS, CLAIMS AND INTEREST**

by placing true copies thereof enclosed in sealed envelopes addressed to the parties on the attached service list and placing said envelopes in the U.S. Post Office.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on March 24, 2000 in Costa Mesa, California.

  
Katharine Wnorowski

**SERVICE LIST**

**Office of the United States Trustee**

411 West Fourth Street, Room 9041  
Santa Ana, CA 92701-8000  
Facsimile: 714/338-3421

Marc Winthrop  
Winthrop Couchot PC  
300 Civic Plaza, Suite 280  
Newport Beach, CA 92660

Leo Plotkin  
Levy, Small & Lallas  
815 Moraga Drive  
Los Angeles, CA 90049

Leonard M. Shulman  
Marshack Shulman Hodges & Friedman  
8001 Irvine Center Drive, Suite 900  
Irvine, CA 92618-2921

Lawrence Peitzman, Esq.  
Peitzman, Glassman & Weg  
2049 Century Park East, Suite 1100  
Los Angeles, CA 90067

Jeffrey W. Broker  
Charton, Broker & Rovenger  
400 N. Tustin Ave., Suite 401  
P.O. Box 11906  
Santa Ana, CA 92711

Jeffrey C. Krause  
Akin, Gump, Strauss, Hauer & Feld, L.L.P.  
2029 Century Park East, Suite 2600  
Los Angeles, CA 90067

Thomas Mouzes  
Hauser & Mouzes  
18826 N. Lower Sacramento Road, Suite H  
Woodbridge, CA 95258-1397

Allied Worldwide, Inc.  
Robert J. Henry, Esq.  
215 West Diehl Road  
Naperville, IL 60563-8463

### Schedule 1 to Exhibit "F"

All operating licenses, authorities, and permits, issued by the U.S. government or any state or any subdivision of either including, but not limited to, the following: the motor carrier or freight forwarder authority held by the following companies: Lyon Worldwide Ship. (freight forwarder, FF-366); Lyon Van Lines, Inc. (motor carrier, MC-5428); Anaheim Moving Sys. Inc. (freight forwarder, FF-820); Global Van Lines, Inc. (motor carrier, MC-41098); and Global Worldwide, Inc. (freight forwarder, FF-350).

All rights to do business with the U.S. government including, but not limited to:

- a. The military approval for all of the above-referenced companies;
- b. The military authority for all the above-referenced companies;
- c. The right to maintain all current military rate filings and letters of intent filed by all of the above-referenced companies;
- d. The GSA authority held by Sellers to participate in GSA's centralized household goods program for domestic and international shipments and the right to maintain all Sellers GSA rate filings, including all user id's and passwords for GSA's FTP and ITMS applications;
- e. The MTMC personal property reengineering pilot program contract (DAMT01-98-D3018) held by Sellers;
- f. The tender of service signature pages for each of the above-referenced companies; and
- g. All SCAC codes assigned by the National Motor Freight Traffic Association to the Sellers.

All intellectual property rights owned by Sellers including, without limitation, all copyrights, trade secrets, trade names, trademarks and related rights to the name "Global" and any other names used in Sellers' businesses including, without limitation, all computer graphic files, truck details, etc.

All customer contracts, agent contracts and any other business relationships identified by Purchaser to be assigned to Purchaser by Sellers including, without limitation, all driver files, agent files, etc.

Such causes of action directly related to Purchaser's acquired interest in the foregoing assets.

**EXHIBIT "G"**

**ASSIGNMENT OF CONTRACTS**

## ASSIGNMENT OF CONTRACTS AND INTANGIBLES

THIS ASSIGNMENT AND ASSUMPTION OF CONTRACTS AND INTANGIBLES ("Assignment") is made as of the \_\_\_ day of \_\_\_\_\_ 2000, between GLOBAL VAN LINES, INC., ANAHEIM MOVING SYSTEMS, INC., GLOBAL MOVING SERVICES, INC., GVL EQUIPMENT COMPANY, INC., GVL, INC., LYON VAN LINES, INC., LYON WORLDWIDE SHIPPING, INC., AND GLOBAL WORLDWIDE, INC., Chapter 11 Debtors In Possession (collectively "Assignor" or "Assignors"), for and on behalf of the respective bankruptcy estates of Assignors identified in the Purchase and Sale Agreement dated March \_\_, 2000 (collectively, "the Bankruptcy Estates"), and ALLIED WORLDWIDE, INC., a Delaware corporation, or any one or more of its affiliates (the "Assignee").

Concurrently herewith, Assignors, and each of them, are transferring to Assignee all of Assignors' right, title and interest, free and clear of any and all claims, liens, encumbrances and interests, in those certain identified assets described in the Purchase and Sale Agreement and identified as the "Property". As part of such purchase and sale, Assignor hereby assigns, transfers, sets over and conveys to Assignee all of Assignor's right, title and interest, free and clear of any and all claims, liens, encumbrances and interests, in, to and under any and all of the following, to wit:

- (i) All customer contracts, agent contracts and any other business relationships identified by Assignee to be assigned to Assignee by Assignors, and each of them, including, without limitation, the contracts with those agents identified in the Schedule 1 attached hereto and incorporated herein by this reference (the "Contracts");
- (ii) All existing warranties and guaranties (express or implied) issued to Assignors in connection with the personal property being conveyed to Assignee by a Bill of Sale on the date hereof;
- (iii) All operating licenses, authorities, and permits, issued by the U.S. government or any state or any subdivision of either including, but not limited to, the following: the motor carrier or freight forwarder authority held by the following companies: Lyon Worldwide Ship. (freight forwarder, FF-366); Lyon Van Lines, Inc. (motor carrier, MC-5428); Anaheim Moving Sys. Inc. (freight forwarder, FF-820); Global Van Lines, Inc. (motor carrier, MC-41098); and Global Worldwide, Inc. (freight forwarder, FF-350);
- (iv) All rights to do business with the government of the United States including, but not limited to, the following:
  - a) The military approval for all of the above-referenced companies.
  - b) The military authority for all the above-referenced companies.

- c) The right to maintain all current military rate filings and letters of intent filed by all of the above-referenced companies.
  - d) The GSA authority held by Global Van Lines, Inc. to participate in GSA's centralized household goods program for domestic and international shipments and the right to maintain all Global Van Lines GSA rate filings, including all user id's and passwords for GSA's FTP and ITMS applications.
  - e) The MTMC personal property reengineering pilot program contract (DAMT01-98-D3018) held by Global Van Lines
  - f) The tender of service signature pages for each of the above-referenced companies.
  - g) All SCAC codes assigned by the National Motor Freight Traffic Association to the above-referenced companies;
- (v) All intellectual property rights owned by Assignors, and each of them, including, without limitation, all copyrights, trade secrets, trade names, trademarks and related rights to the name "Global" and any other names used in Assignors' businesses;
  - (vi) All existing permits, licenses, approvals and authorizations issued by any governmental authority in connection with the foregoing assets; and
  - (vii) Such causes of action directly related to Assignee's acquired interest in the foregoing assets.

All items described in (ii) and (vii) above are hereinafter collectively referred to as "Intangible Property."

Assignee does hereby accept such assignment and transfer and assumes and agrees to perform and satisfy all of the obligations, terms, covenants, conditions and liabilities required to be performed by Assignors from and after (and not before) the date of this Assignment under the Contracts. Assignee agrees to indemnify, protect, defend and hold Assignors harmless from and against any and all liabilities, losses, costs, damages and expenses (including reasonable attorneys' fees) under the Contracts arising out of or resulting from any breach or default in Assignee's obligations hereunder. Assignors, and each of them, agree to indemnify, protect, defend and hold Assignee harmless from and against any and all liabilities, losses, costs, damages and expenses (including reasonable attorneys' fees) arising out of or resulting from Assignors' failure to perform their obligations, which are deemed to be joint and several, under the (i) Contracts prior to the date hereof, (ii) Purchase Agreement, and (iii) this Assignment of Contract and Intangibles.

Assignors, and each of them, and Assignee each agree to do such further acts and things and to execute and deliver such additional agreements and instruments as may reasonably be required to consummate, evidence or confirm the assignments and agreements contained herein.

The validity, interpretation and performance of this Assignment shall be controlled by and construed under the laws of the State of California.

Should any dispute arise between the parties hereto or their legal representatives, successors or assigns concerning any provision of this Assignment or the rights and duties of any person in relation thereto, the party prevailing in such dispute shall be entitled, in addition to such other relief that may be granted, to receive from the other party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in connection with such dispute.

In the event that any provision of this Assignment shall be unenforceable or inoperative as a matter of law, the remaining provisions shall remain in full force and effect.

This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, Assignor and Assignee have each executed this Assignment as of the date first written above.

**ASSIGNORS:**

**The Bankruptcy Estate of ANAHEIM MOVING  
SYSTEMS, INC., a California corporation and  
Chapter 11 Debtor**

By: \_\_\_\_\_

**The Bankruptcy Estate of GLOBAL MOVING  
SERVICES, INC., a California corporation and  
Chapter 11 Debtor**

By: \_\_\_\_\_

**[Signatures continue on next page]**

**The Bankruptcy Estate of GLOBAL VAN LINES,  
INC., a California corporation and Chapter 11  
Debtor**

By: \_\_\_\_\_

**The Bankruptcy Estate of GVL EQUIPMENT  
COMPANY, INC., a California corporation and  
Chapter 11 Debtor**

By: \_\_\_\_\_

**The Bankruptcy Estate of GVL, INC., a California  
corporation and Chapter 11 Debtor**

By: \_\_\_\_\_

**The Bankruptcy Estate of LYON VAN LINES, INC.,  
a California corporation and Chapter 11 Debtor**

By: \_\_\_\_\_

**The Bankruptcy Estate of GLOBAL WORLDWIDE,  
INC., a California corporation and Chapter 11  
Debtor**

By: \_\_\_\_\_

[Signatures continue on next page]



**The Bankruptcy Estate of LYON WORLDWIDE  
SHIPPING, INC., a California corporation and  
Chapter 11 Debtor**

By: \_\_\_\_\_

**ASSIGNEE:**

**ALLIED WORLDWIDE, INC., a Delaware  
corporation**

By: \_\_\_\_\_

Its: President

Schedule 1 to Exhibit "G"

List of Contracts

**EXHIBIT "H"**

**FORM NON-COMPETE AGREEMENT**