

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Bankruptcy Court Order Authorizing Sale of Certain Assets Free and Clear of All Liens, Claims, Encumbrances and Interests

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
U.S. Bankruptcy Court Central District of California		06/06/2011	United States Bankruptcy Court: UNKNOWN

RECEIVING PARTY DATA

Name:	Westrim, Inc.
Street Address:	7855 Hayvenhurst
City:	Van Nuys
State/Country:	CALIFORNIA
Postal Code:	91406
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	2987837	CREATIVITY INC.
Registration Number:	3039005	BLUE MOON BEADS
Registration Number:	3059867	BLUE MOON BEADS
Registration Number:	3121268	BEAD IN STYLE
Registration Number:	3171161	CREATIVITY INC.
Registration Number:	3209216	BEAD IN STYLE
Registration Number:	3222145	BLUE MOON BEADS SHOP
Registration Number:	3321813	COLOR COORDINATES - RAINBOW OF CHOICES, DESIGNS CREATED TO INSPIRE!
Registration Number:	3463428	NATURAL ELEGANCE
Registration Number:	3465183	BEAD BOUTIQUE
Registration Number:	3585409	BLUE MOON
Registration Number:	3614310	BLUE MOON B E A D S

CH \$365.00 2987837

Registration Number:	3649293	ONCE IN A BLUE MOON
Registration Number:	3506816	BEAD SHOP

CORRESPONDENCE DATA

Fax Number: (858)458-3005
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 8584583000
Email: prosecutiondocketing@paulhastings.com
Correspondent Name: Ryan M. Enchelmayer
Address Line 1: P.O. Box 919092
Address Line 4: San Diego, CALIFORNIA 92191

ATTORNEY DOCKET NUMBER:	77635.00003
NAME OF SUBMITTER:	Ryan M. Enchelmayer
Signature:	/Ryan M. Enchelmayer/
Date:	06/08/2011

Total Attachments: 11
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1 DAVID M. POITRAS P.C. (CA Bar No. 141309)
ALEXIS M. MCGINNESS (CA Bar No. 241449)
2 JEFFER MANGELS BUTLER & MITCHELL LLP
1900 Avenue of the Stars, Seventh Floor
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FILED & ENTERED
JUN 06 2011
CLERK U.S. BANKRUPTCY COURT
Central District of California
BY **williams** DEPUTY CLERK

5 Counsel for Westrim, Inc.,
6 Debtor and Debtor-in-Possession

7 **UNITED STATES BANKRUPTCY COURT**
8 **CENTRAL DISTRICT OF CALIFORNIA**
9 **SAN FERNANDO VALLEY DIVISION**

10 In re
11 WESTRIM, INC. dba WESTRIM CRAFTS,
12 a Delaware corporation.
13 Debtor.

CASE NO. 1:11-bk-15313-GM
Chapter 11

ORDER AUTHORIZING: (A) SALE OF CERTAIN ASSETS OF THE ESTATE, FREE AND CLEAR OF ALL LIENS, CLAIMS, ENCUMBRANCES AND INTERESTS; (B) ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES; AND (C) RELATED RELIEF

Hearing:

Date: May 25, 2011
Time: 10:30 a.m.
Ctm: 303
21041 Burbank Blvd.
Woodland Hills, CA 91367

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24 A hearing on the Motion for Order Authorizing: (A) Sale of Certain Assets of the Estate,
25 Free and Clear of all Liens, Claims, Encumbrances and Interests; (B) Assumption and Assignment of
26 Certain Executory Contracts and Unexpired Leases; and (C) Related Relief (the "Sale Motion") filed
27 by the debtor-in-possession in the above-captioned Chapter 11 bankruptcy case (the "Debtor"), was
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1 held before this Court on May 25, 2011 at 10:30 a.m. (the "Hearing"). Appearances were as noted
2 on the record. Any capitalized terms not otherwise defined herein are as defined in the Sale Motion
3 or Sale Agreement, as applicable.

4 Having considered the Sale Motion, the Declarations of Ronald B. Cooper ("Cooper
5 Declaration") and Christopher M. McLain in support thereof ("McLain Declaration"), and all related
6 pleadings in support, any opposition thereto, and the arguments of counsel,

7 **THE COURT FINDS THAT:**

8 A. Notice of the Hearing and the Sale Motion was proper and adequate and a reasonable
9 opportunity to object or be heard with respect to the Sale Motion has been afforded to all interested
10 persons and entities.

11 B. The bidding procedures (the "Bidding Procedures") established by the Order
12 Establishing Bidding Procedures for the Sale of a Substantial Portion of the Estate's Assets (the
13 "Bidding Procedures Order") have been fully complied with in all material respects by the Debtor
14 and Blue Moon Beads Acquisition Corp. (or its assignee, hereinafter "Purchaser" or "Acquisition
15 Corp."). The Debtor has marketed the Assets and conducted the auction process in compliance with
16 the Bidding Procedures Order, the Bidding Procedures, and applicable law.

17 C. The Asset Purchase and Sale Agreement that is attached as Exhibit 1 to the McLain
18 Declaration (the "Sale Agreement") reflects the exercise of the Debtor's sound business judgment.
19 Approval at this time of the Sale Agreement and consummation of the transactions contemplated
20 therein (the "Sale Transaction") is in the best interests of the Debtor, its estate, its creditors and other
21 parties in interest. The Court will hold a hearing on June 2, 2011 at 9:00 a.m. to consider approval of
22 the Transition Services Agreement contemplated by the Sale Transaction.

23 D. The terms and conditions of the Sale Agreement and, the purchase price to be paid to
24 the Debtor by Acquisition Corp. (i) are fair and reasonable, (ii) represent the highest or best offer for
25 the Assets (as such term is defined in the Sale Agreement), (iii) will provide a greater recovery for the
26 Debtor's creditors than would be provided by any other practical available alternative, and (iv)
27 constitute fair consideration for the Assets.

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1 E. No consents or approvals, other than this Order and those expressly provided for in
2 the Sale Agreement, are required for the Debtor to consummate the Sale Transaction and Purchaser to
3 acquire the Assets (including the Assigned Contracts).

4 F. Acquisition Corp. has acted in good faith and is entitled to the protections of Section
5 363(m) of the Bankruptcy Code.

6 G. The Sale Agreement was negotiated, proposed and entered into by the Debtor and
7 Acquisition Corp. without collusion, in good faith, and from arm's-length bargaining positions.
8 Neither the Debtor nor Acquisition Corp. has engaged in any conduct that would cause or permit the
9 Sale Agreement to be avoided under Section 363(n) of the Bankruptcy Code.

10 H. Upon entry of this Order, the Debtor will have full corporate power and authority to
11 consummate the transaction contemplated by the Sale Agreement. The Sale Transaction has been
12 duly and validly authorized by all necessary corporate action of the Debtor and will, upon
13 consummation thereof (the "Closing"), (i) be a legal, valid, and effective transfer of the Assets to
14 Acquisition Corp. and (ii) vest Acquisition Corp. with good title to the Assets free and clear of all
15 liens, claims, encumbrances and interests.

16 I. The Debtor has demonstrated both (i) good, sufficient, and sound business purpose
17 and justification; and (ii) compelling circumstances for the Sale Transaction in accordance with
18 section 363(b) of the Bankruptcy Code without the filing and confirmation of a plan of reorganization
19 in the Debtor's chapter 11 case, including, without limitation, that (a) a good business reason exists
20 for the Sale Transaction and the Sale Transaction is in the best interests of the estate's creditors; and
21 (b) the bid procedure process conducted in connection with the Sale Transaction permitted
22 Acquisition Corp.'s offer to be tested against other offers.

23 J. The Debtor may consummate the Sale Transaction, including the transfer of the
24 Assets to Acquisition Corp. under the Sale Agreement free and clear of all liens, claims,
25 encumbrances and interests of any kind or nature whatsoever because one or more of the standards
26 set forth in Sections 363(f)(1) - (5) of the Bankruptcy Code has been satisfied. Those non-debtor
27 parties with liens, claims, encumbrances and interests of any kind or nature whatsoever in the Assets
28 who did not object to the Sale Motion and the relief requested therein, or who withdrew their

1 objections, to the Sale Transaction are deemed to have consented pursuant to Sections 363(f)(2) and
2 365 of the Bankruptcy Code. Those non-debtor parties with liens, claims, encumbrances and
3 interests of any kind or nature whatsoever in the Assets who did object to the Sale Motion and the
4 relief requested therein fall within one or more of the other subsections of Sections 363(f) and 365 of
5 the Bankruptcy Code and are adequately protected by having their liens attach to the net sale
6 proceeds of the Sale Transaction with the same validity, enforceability, priority, force and effect that
7 they now have as against the Assets, subject to the rights, claims, defenses and objections, if any, of
8 the Debtor and all interested parties with respect to such liens or the claims secured thereby.

9 K. Except as otherwise provided in the Sale Agreement, consummation of the Sale
10 Transaction will not subject Acquisition Corp. to any debts, liabilities, obligations, commitments,
11 responsibilities or claims of any kind or nature whatsoever, whether known or unknown, contingent
12 or otherwise, existing as of the date hereof or hereafter arising, of or against the Debtor, any affiliate
13 of the Debtor, or any other person by reason of such, transfers and assignments, including, without
14 limitation, based on any theory of antitrust or successor or transferee liability.

15 L. Exhibit 3 to the Sale Motion, filed with the Court on May 24, 2011 (Docket No. 47),
16 designates the executory contracts, agreements, supplier purchase orders, sales orders from customers
17 and unexpired leases that the Debtor intends to assume and assign to Acquisition Corp. (the
18 "Assigned Contracts"); provided that any such Assigned Contracts that are supplier purchase orders
19 or sales orders from customers does not include any related entitlement agreements, rebate
20 agreements, advertising agreements, vendor agreements, domestic master vendor contracts, vendor
21 partnership agreements vendor terms agreements or similar agreements between Debtor and its
22 customers or vendors. The Court will hold a hearing on June 2, 2011 at 9:00 a.m. to resolve any
23 disputes concerning Debtor's proposed assumption and assignment of the Assigned Contracts. Prior
24 to the June 2, 2011 hearing, Debtor, with the consent of Acquisition Corp., intends to amend the
25 schedule of Assigned Contracts to add additional contracts, agreements, supplier purchase orders or
26 sales orders from customers or delete contracts, agreements, supplier purchase orders or sales orders
27 from customers presently scheduled, on notice to the applicable non-debtor party.

28 Based on the foregoing and the other findings and conclusions stated orally in the record,

1 and good cause appearing therefore,

2 **IT IS HEREBY ORDERED THAT:**

3 1. The Notice of the Hearing and the Sale Motion is approved as proper and adequate
4 under the circumstances.

5 2. The Sale Motion is granted, and the sale of the Assets to Acquisition Corp. is
6 approved as the highest and best offer.

7 3. All objections to the Sale Motion, including, without limitation, any objections
8 interposed at the hearing on the Sale Motion, or the relief requested therein that have not been
9 withdrawn, waived, or settled, and all reservation of rights included therein, are hereby overruled on
10 the merits.

11 4. The Debtor is authorized to sell the Assets for the purchase price in accordance with
12 the terms and conditions that are set forth in the Sale Agreement.

13 5. Upon Closing, the Exclusive License Agreement shall be assumed by Acquisition
14 Corp.

15 6. Pursuant to Sections 105(a) and 363(f) of the Bankruptcy Code, upon Closing, the
16 Assets shall be transferred by the Debtor to Acquisition Corp., free and clear of all mortgages,
17 security interests, conditional sale or other title retention agreements, pledges, liens, judgments,
18 demands, encumbrances, easements, restrictions, interests or charges of any kind or nature, if any,
19 including, but not limited to, any restriction on the use, voting, transfer, receipt of income or other
20 exercise of any attributes of ownership (the foregoing collectively referred to as "Liens" herein) and
21 all debts arising in any way in connection with any acts of the Debtor, including without limitation
22 all claims (as such term is defined in the Bankruptcy Code), obligations, demands, rebates,
23 allowances, credits, guaranties, options, rights, contractual commitments, restrictions, interests and
24 matters of any kind and nature, arising prior to the Closing or relating to acts occurring prior to the
25 Closing, and whether imposed by agreement, understanding, law, equity or otherwise (the foregoing
26 collectively referred to as "Claims") herein.

27 7. Unless the holders of the Liens and Claims have agreed to other treatment, their
28 Liens or Claims shall attach to the net sale proceeds of the Sale Transaction with the same force,

1 effect, validity and priority that previously existed against the Assets. Net sale proceeds of the Sale
2 Transaction include: (i) Two Million Five Hundred Thousand Dollars (\$2,500,000), plus or minus
3 the Inventory Adjustment, (ii) the Earn Out Payments, if any, pursuant to the terms of the Sale
4 Agreement, and (iii) an additional payment of \$250,000 on March 31, 2012.

5 8. Immediately upon receipt, the net sale proceeds of the Sale Transaction are to be
6 paid first, up to \$194,000 less any amounts previously paid to Involuntarily Terminated Employees
7 for accrued deferred time off compensation (“DTO”), for (i) any DTO owing to any employee
8 terminated as a result or consequence of the Sale Transaction; (ii) any DTO owing to any
9 Involuntarily Terminated Employee terminated prior to the closing of the Sale Transaction; and (iii)
10 any DTO owing to any employee who voluntarily terminates his employment; and second, up to
11 \$135,000 on account of the Carve-Out, less any amounts previously paid on account of the Carve-
12 Out pursuant to the DIP Financing Budget. The remainder of the net sale proceeds of the Sale
13 Transaction shall be held by Debtor in a segregated interest bearing account as follows: the
14 Creditors’ Committee shall have ninety (90) days from May 25, 2011 to file, on behalf of the
15 Debtor’s estate, and to serve upon counsel for Newstar, a procedurally proper challenge respecting
16 the validity, extent, priority, avoidability or enforceability of the Pre-Petition Debt or the Pre-Petition
17 Liens and security interests (each a “Challenge”). The 90-day objection period shall end on August
18 23, 2011. If a chapter 11 or chapter 7 trustee is appointed within the 90-day objection period, such
19 trustee will have an additional thirty (30) days in which to file and serve a Challenge upon counsel
20 for Newstar. In the event (i) a Challenge is not filed and properly served within the 90-day period
21 described above, or (ii) a final order is entered denying all such Challenges, then the Debtor shall pay
22 the net sale proceeds of the Sale Transaction to Newstar Business Credit, LLC, up to the amount of
23 its pre-petition and post-petition secured claims. In the event a Challenge is filed and properly served
24 by the Committee within the 90-day period described above (or 120-day period if a chapter 11 or
25 chapter 7 trustee is appointed within that 90-day objection period), Debtor shall continue to hold the
26 net sale proceeds of the Sale Transaction in a segregated interest bearing account until entry of a final
27 order adjudicating such Challenge.

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1 9. Except as expressly permitted by the Sale Agreement, all persons and entities,
2 including, but not limited to, all holders of the Debtor's indebtedness, debt security holders, equity
3 security holders, governmental, tax, and regulatory authorities, lenders, trade and other creditors,
4 holding Liens or Claims against the Debtor or the Assets (whether legal or equitable, secured or
5 unsecured, matured or unmatured, contingent or noncontingent, senior or subordinated, known or
6 unknown), arising on or before the Closing, or out of, under, in connection with, or in any way
7 relating to, events occurring prior to the Closing, with respect to Assets hereby are forever barred,
8 estopped, and permanently enjoined from asserting such Liens and Claims of any kind and nature
9 against Acquisition Corp., its successors or assigns, their property, or the Assets.

10 10. The Debtor is authorized to execute any such releases, termination statements,
11 assignments, consents or instruments on behalf of any third party, including the holders of any
12 Liens or Claims, that are necessary or appropriate to effectuate or consummate the Sale Transaction
13 in accordance with this Order and the Sale Agreement. Acquisition Corp. is hereby authorized to
14 file, register, or otherwise record UCC termination statements and/or a certified copy of this Order
15 in appropriate filing offices, which, once filed, registered, or otherwise recorded, shall constitute
16 conclusive evidence of the release of all Liens or Claims of any kind or nature whatsoever in or
17 against the Assets.

18 11. Acquisition Corp. has assumed only those liabilities of the Debtor as are expressly
19 set forth in the Sale Agreement. Without limiting the generality of the foregoing, except as
20 otherwise provided in the Sale Agreement and documents executed in connection therewith
21 (including with respect to the Assumed Liabilities (as defined in the Sale Agreement)), Acquisition
22 Corp. is not assuming nor shall it in any way whatsoever be liable or responsible, as a successor or
23 otherwise, for any liabilities, debts, commitments or obligations (whether known or unknown,
24 disclosed or undisclosed, absolute, contingent, inchoate, fixed or otherwise) of the Debtor or any
25 liabilities, debts, commitments or obligations in any way whatsoever relating to or arising from the
26 Assets or the Debtor's operations or use of the Assets on or prior to or after the Closing or any such
27 liabilities, debts, commitments or obligations that in any way whatsoever relate to periods on or
28 prior to or after the Closing or are to be observed, paid, discharged or performed on or prior to or

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1 after the Closing (in each case, including any liabilities that result from, relate to or arise out of tort
2 or other product liability claims), or any liabilities calculable by reference to the Debtor or its assets
3 or operations, or relating to continuing conditions existing on or prior to or after the Closing, which
4 liabilities, debts, commitments and obligations are hereby extinguished insofar as they may give rise
5 to successor liability, without regard to whether the claimant asserting any such liabilities, debts,
6 commitments or obligations has delivered to Acquisition Corp. a release thereof.

7 12. The Debtor, and any escrow agent, upon the Debtor's written instruction, shall be
8 authorized to make such disbursements on or after the closing of the sale as are required by the Sale
9 Agreement or order of this Court, including, but not limited to, payment of taxes arising or resulting
10 from or in connection with the conduct of the Blue Moon Beads business or the ownership of the
11 Assets attributable to the period pre-closing of the Sale.

12 13. The execution of the Sale Agreement by the Debtor and its officers, employees and
13 agents is hereby ratified as fully authorized, and the Debtor and its officers, employees and agents
14 may further execute all other related documents as are reasonably necessary or appropriate to
15 complete the sale, and to undertake such other actions as may be reasonably necessary or
16 appropriate to complete the sale.

17 14. Except as otherwise provided in the Sale Motion and/or in the Sale Agreement and
18 any related documents, the Assets shall be sold, transferred, and delivered to Acquisition Corp. on
19 an "as is, where is" and "with all faults" basis.

20 15. Acquisition Corp. is approved as purchaser in good faith in accordance with Section
21 363(m) of the Bankruptcy Code, and Acquisition Corp. shall be entitled to all of the protections of
22 Section 363(m) of the Bankruptcy Code.

23 16. Nothing contained in any plan of reorganization or liquidation confirmed in this
24 chapter 11 case or any order of this Court confirming such plan or any other order entered in this
25 chapter 11 case shall conflict with or derogate from the provisions of the Sale Agreement or the
26 terms of this Order.

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NOTE: When using this form to indicate service of a proposed order, **DO NOT** list any person or entity in Category I. Proposed orders do not generate an NEF because only orders that have been entered are placed on the CM/ECF docket.

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:

1900 Avenue of the Stars, Seventh Floor, Los Angeles, California 90067-4308

A true and correct copy of the foregoing document described as ORDER AUTHORIZING: (A) SALE OF CERTAIN ASSETS OF THE ESTATE, FREE AND CLEAR OF ALL LIENS, CLAIMS, ENCUMBRANCES AND INTERESTS; (B) ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES; AND (C) RELATED RELIEF will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner indicated below:

I. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING ("NEF") – Pursuant to controlling General Order(s) and Local Bankruptcy Rule(s) ("LBR"), the foregoing document will be served by the court via NEF and hyperlink to the document. On _____, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following person(s) are on the Electronic Mail Notice List to receive NEF transmission at the email address(es) indicated below:

Service information continued on attached page

II. SERVED BY U.S. MAIL OR OVERNIGHT MAIL (indicate method for each person or entity served):

On June 1, 2011, I served the following person(s) and/or entity(ies) at the last known address(es) in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States Mail, first class, postage prepaid, and/or with an overnight mail service addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

Served By Overnight Mail:

Hon. Geraldine Mund, United States Bankruptcy Court; 21041 Burbank Boulevard, Suite 342, Woodland Hills, CA 91367

Service information continued on attached page

III. SERVED BY PERSONAL DELIVERY, FACSIMILE TRANSMISSION OR EMAIL (indicate method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on June 1, 2011, I served the following person(s) and/or entity(ies) by personal delivery, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on the judge will be completed no later than 24 hours after the document is filed.

Amit Mehta amitmehta@paulhastings.com
Jennifer B. Hildebrandt jenniferhildebrandt@paulhastings.com
John Alexander alexanderj@hunton.com
Gregory G. Hesse ghesse@hunton.com
Daniel H Reiss dhr@inbyb.com
Gwendolen DeWitt Long GDL@inbyb.com

Service information continued on attached page

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

June 1, 2011

Claudean Brandon

/s/ Claudean Brandon

Date

Type Name

Signature

This form is mandatory. It has been approved for use by the United States Bankruptcy Court for the Central District of California.

August 2010

F 9013-3.1.PROOF.SERVICE

TRADEMARK

REEL: 004556 FRAME: 0981

NOTE TO USERS OF THIS FORM:

- 1) Attach this form to the last page of a proposed Order or Judgment. Do not file as a separate document.
- 2) The title of the judgment or order and all service information must be filled in by the party lodging the order.
- 3) **Category I.** below: The United States trustee and case trustee (if any) will always be in this category.
- 4) **Category II.** below: List ONLY addresses for debtor (and attorney), movant (or attorney) and person/entity (or attorney) who filed an opposition to the requested relief. DO NOT list an address if person/entity is listed in category I.

NOTICE OF ENTERED ORDER AND SERVICE LIST

Notice is given by the court that a judgment or order entitled (*specify*) ORDER AUTHORIZING: (A) SALE OF CERTAIN ASSETS OF THE ESTATE, FREE AND CLEAR OF ALL LIENS, CLAIMS, ENCUMBRANCES AND INTERESTS; (B) ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES; AND (C) RELATED RELIEF was entered on the date indicated as "Entered" on the first page of this judgment or order and will be served in the manner indicated below:

I. SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING ("NEF") Pursuant to controlling General Order(s) and Local Bankruptcy Rule(s), the foregoing document was served on the following person(s) by the court via NEF and hyperlink to the judgment or order. As of June 1, 2011, the following person(s) are currently on the Electronic Mail Notice List for this bankruptcy case or adversary proceeding to receive NEF transmission at the email address(es) indicated below.

- John H Dolan jdolan@hunton.com
- Alexis M McGinness amm@jmbm.com, vr@jmbm.com;fc3@jmbm.com
- David M Poitras dpoitras@jmbm.com
- Daniel H Reiss dhr@lnbyb.com
- S Margaux Ross margaux.ross@usdoj.gov
- United States Trustee (SV) ustpreion16.wh.ecf@usdoj.gov

Service information continued on attached page

II. SERVED BY THE COURT VIA U.S. MAIL: A copy of this notice and a true copy of this judgment or order was sent by United States Mail, first class, postage prepaid, to the following person(s) and/or entity(ies) at the address(es) indicated below:

Service information continued on attached page

III. TO BE SERVED BY THE LODGING PARTY: Within 72 hours after receipt of a copy of this judgment or order which bears an "Entered" stamp, the party lodging the judgment or order will serve a complete copy bearing an "Entered" stamp by U.S. Mail, overnight mail, facsimile transmission or email and file a proof of service of the entered order on the following person(s) and/or entity(ies) at the address(es), facsimile transmission number(s), and/or email address(es) indicated below:

Service information continued on attached page

This form is mandatory. It has been approved for use by the United States Bankruptcy Court for the Central District of California.

August 2010

F 9021-1.1.NOTICE.ENTERED.ORDER

RECORDED: 06/08/2011

**TRADEMARK
REEL: 004556 FRAME: 0982**