

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bayside Gallo Recovery, LLC, as administrative agent		11/23/2011	LIMITED LIABILITY COMPANY: FLORIDA
RECEIVING PARTY DATA			
Name:	Alexander Gallo Holdings, LLC		
Street Address:	101 Marietta Street		
Internal Address:	2700 Centennial Tower		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30303		
Entity Type:	LIMITED LIABILITY COMPANY: GEORGIA		
Name:	Set Depo, LLC		
Street Address:	101 Marietta Street		
Internal Address:	2700 Centennial Tower		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30303		
Entity Type:	LIMITED LIABILITY COMPANY: GEORGIA		
Name:	Esquire Deposition Services, LLC		
Street Address:	101 Marietta Street		
Internal Address:	2700 Centennial Tower		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30303		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
Name:	AG/Sanction LLC		

CH \$540.00 4017630

Street Address:	101 Marietta Street
Internal Address:	2700 Centennial Tower
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30303
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

Name:	The Hobart West Group, Inc.
Street Address:	25A Vreeland Road
Internal Address:	Suite 200
City:	Florham Park
State/Country:	NEW JERSEY
Postal Code:	07932
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Registration Number:	4017630	ESQUIRE SOLUTIONS AN ALEXANDER GALLO COMPANY
Serial Number:	77917120	ESQUIRE DEPOSITION SOLUTIONS AN ALEXANDER GALLO COMPANY
Serial Number:	77917124	ESQUIRE LITIGATION SOLUTIONS AN ALEXANDER GALLO COMPANY
Serial Number:	77917111	ESQUIRE STAFFING SOLUTIONS AN ALEXANDER GALLO COMPANY
Serial Number:	77916791	ESQUIRE CORPORATE SOLUTIONS AN ALEXANDER GALLO COMPANY
Serial Number:	77917117	ESQUIRE CORPORATE SERVICES
Serial Number:	85125189	LEGAL REPROGRAPHICS
Registration Number:	1976572	QA
Registration Number:	2849968	ESQUIRE DEPOSITION SERVICES
Registration Number:	3297783	SETDEPO
Registration Number:	3297784	THE EVOLUTION OF DEPOSITION MANAGEMENT
Registration Number:	3369335	SD
Registration Number:	3076680	WORD MERCHANTS
Registration Number:	3173868	VIDEOCONFERENCING CIRCUIT OF AMERICA
Registration Number:	3450122	VERDICAL
Registration Number:	3686462	SANCTION SOLUTIONS
Registration Number:	3284527	SANCTION

Registration Number:	3284526	VERDICT SYSTEMS
Registration Number:	3580306	DEPONET
Serial Number:	77814266	PAYEXPRESS
Registration Number:	3580385	

CORRESPONDENCE DATA

Fax Number: (215)655-2286
 Email: trademarks@dechert.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Correspondent Name: Jacob Bishop
 Address Line 1: Dechert LLP
 Address Line 2: Cira Centre, 2929 Arch Street
 Address Line 4: Philadelphia, PENNSYLVANIA 19104-2808

ATTORNEY DOCKET NUMBER:	116368
NAME OF SUBMITTER:	Jacob Bishop
Signature:	/Jacob Bishop/
Date:	12/12/2011

Total Attachments: 25
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BAYSIDE GALLO RECOVERY, LLC

November 23, 2011

Bayside Gallo Acquisition, LLC
1450 Brickell Avenue, 31st Floor
Miami, Florida 33131
Attention: Jackson Craig

Re: Letter of Direction

Ladies and Gentlemen:

Reference is made to that certain Debtor-In-Possession Credit, Security, Pledge and Guaranty Agreement, dated as of September 22, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and between Alexander Gallo Holdings, LLC ("AGH"), The Hobart West Group, Inc. ("Hobart West" and, together with AGH, the "Borrowers"), the lenders party thereto from time to time and Bayside Gallo Recovery, LLC, as administrative agent for itself and the lenders party thereto (the "Agent"). Capitalized terms used herein without definition shall have the meanings set forth in the Credit Agreement.

Reference is further made to that certain Asset Purchase Agreement, dated as of October 6, 2011, by and among Bayside Gallo Acquisition, LLC (the "Buyer"), the Borrowers and the other Sellers (as defined therein) party thereto (as amended, restated, supplemented or otherwise modified from time to time, the "Purchase Agreement"), pursuant to which the Buyer shall purchase from the Sellers the Acquired Assets (as defined in the Purchase Agreement) and consummate the Asset Acquisition (as defined in the Purchase Agreement).

Pursuant to Section 1.2(a) of the Purchase Agreement, in connection with the consummation of the Asset Acquisition, the Agent hereby irrevocably authorizes and directs the Buyer to apply the aggregate amount of the Obligations due and owing by the Borrowers and the other Credit Parties to the Agent and the Lenders under the Credit Agreement (which amount is equal to \$7,160,100.00 as of the date hereof) as a credit against the purchase price payable by the Buyer for the Acquired Assets. Upon such application and payment, the Obligations and any other obligations or liabilities of the Borrowers and the other Credit Parties under the Credit Agreement shall be deemed satisfied in full, and the Credit Agreement and each of the other Fundamental Documents shall terminate. The Agent agrees to take all further actions and deliver any additional documents as may be reasonably requested by the Borrowers or the Buyer in order to further effect the foregoing.

This Letter of Direction shall be governed by the laws of the State of New York (without regard for its conflicts of laws provisions).

[Signature page follows.]

16833380.2.BUSINESS

TRADEMARK
REEL: 004676 FRAME: 0795

IN WITNESS WHEREOF, the undersigned have executed this Letter of Direction as of the date first above written.

BAYSIDE GALLO RECOVERY, LLC

By: 

Name: **Richard Siegel**

Title: **Authorized Signatory**

[Signature page to Direction Letter from Bayside Gallo Recovery, LLC]

BAYSIDE GALLO ACQUISITION, LLC
By: BAYSIDE GALLO HOLDINGS, LLC, its Sole Member

By: 
Name: _____
Title: **Adam Schimel**
Authorized Signatory

[Signature page to Direction Letter from Bayside Gallo Recovery, LLC]

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

----- X
 In re: : Chapter 11
 :
 ALEXANDER GALLO HOLDINGS, LLC, *et* : Case No. 11-14220 (ALG)
al.,¹ : (Jointly Administered)
 :
 Debtors. :
 :
 ----- X

**ORDER PURSUANT TO BANKRUPTCY CODE SECTIONS 105 AND 363
 (I) AUTHORIZING AND APPROVING THE SALE OF SUBSTANTIALLY ALL OF THE
 DEBTORS’ ASSETS FREE AND CLEAR OF ALL LIENS, CLAIMS,
 ENCUMBRANCES, AND OTHER INTERESTS, AND
(II) GRANTING RELATED RELIEF**

Upon the motion (the “Sale Motion”)² dated September 14, 2011, of the above-captioned debtors and debtors-in-possession (collectively, the “Debtors”) for entry of orders under Bankruptcy Code sections 105, 363, 365, 503 and 507 and Bankruptcy Rules 2002, 6004, 6006 and 9006 and Local Rules 6004-1 and 6006-1 (I) (A) approving the Bidding Procedures for the sale of all of the Acquired Assets, (B) authorizing the Debtors to enter into the Stalking Horse Agreement, (C) approving the Stalking Horse Protections in connection therewith, (D) approving the form and manner of the Sale Notice, and (E) scheduling the Auction and Sale Hearing dates; (II) approving the sale of the Acquired Assets free and clear of all liens and interests; (III) approving certain procedures related to the assumption and assignment of executory contracts

¹ The Debtors, together with the last four digits of each Debtor’s federal tax identification number, are: Alexander Gallo Holdings, LLC (4040); Set Depo, LLC (4236); AG/Sanction LLC (2187); Unlimited Languages, Inc. (7755); The Hobart West Group, Inc. (9849); Deponet, LLC (0336); Esquire Deposition Services, LLC (9684); Esquire Litigation Solutions, LLC (0947); Esquire Solutions, LLC (9382); Hobart West Solutions, LLC (6005); and D-M Information Systems, Inc. (3504).

² Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Sale Motion or, if not defined in the Sale Motion, as defined in the Asset Purchase Agreement by and among Bayside Gallo Acquisition, LLC and the Sellers named therein, dated October 6, 2011 (the “APA”).

and unexpired leases, and (IV) granting related relief, authorizing, among other things, the Debtors to (i) sell the Acquired Assets to the Buyer free and clear of all liens, claims, and encumbrances, other than the Assumed Liabilities (the “Sale”), (ii) enter into the APA, a copy of which is annexed hereto as Exhibit A, and (iii) assume and assign to the Buyer certain executory contracts and unexpired leases in connection with such Sale; and the Court having (x) entered an order on October 6, 2011 [Docket No. 144] (the “**Bid Procedures Order**”) approving, among other things, the proposed Bidding Procedures, the Assignment and Assumption Procedures, the Break-Up Fee and Expense Reimbursement, subject to the Bidding Procedures and approval of the Sale at the Sale Hearing, the Debtors’ entry into the APA, and the Sale Notice; (y) reviewed and considered the Sale Motion and all relief requested therein, the objections thereto and statements of counsel and the evidence presented in support of the relief requested by the Debtors in the Sale Motion at a hearing before the Court on November 8, 2011 (the “**Sale Hearing**”); (z) found that, after an extensive marketing process by the Debtors, the Buyer submitted the highest and best bid for the Acquired Assets; and, subject to the below with respect to the assumption and assignment of certain executory contracts and unexpired leases, adequate and sufficient notice of the Bidding Procedures, the APA, and all transactions contemplated thereunder and in this Order were given in the manner directed by the Court in the Bid Procedures Order; and all interested parties having been afforded an opportunity to be heard with respect to the Sale Motion and all relief related thereto; and it appearing that the Court has jurisdiction over this matter; and it further appearing that the legal and factual bases set forth in the Sale Motion and at the Sale Hearing establish just cause for the relief granted herein; and after due deliberation thereon; and good and sufficient cause appearing therefor,

THE COURT HEREBY FINDS AND DETERMINES THAT:³

Jurisdiction, Final Order and Statutory Predicates

A. This Court has jurisdiction to hear and determine the Sale Motion pursuant to 28 U.S.C. §§ 157(b)(1) and 1334(a). This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A), (N) and (O).

B. The statutory predicates for the relief requested in the Sale Motion are Bankruptcy Code sections 105(a), 107, 363 and 365, Bankruptcy Rules 2002, 6004, 6006 and 9006, and Local Rules 6004-1 and 6006-1.

C. This Order is intended as a final order within the meaning of 28 U.S.C. § 158(a). Notwithstanding Bankruptcy Rules 6004(h) and 6006(d), the Court expressly finds that there is no just reason for delay in the implementation of this Order, and expressly directs entry of this Order as set forth herein.

Notice of the Sale and Auction

D. The actual written Sale Notice was provided to the following parties (the “**Notice Parties**”): (i) the U.S. Trustee; (ii) counsel to the official committee of unsecured creditors appointed in these chapter 11 cases (the “**Committee**”); (iii) counsel to the Buyer; (iv) all known creditors of the Debtors; (v) all entities reasonably known to have expressed an interest in a transaction with respect to the Acquired Assets during the past nine (9) months, (vi) any entity known or reasonably believed to have asserted a security interest in or lien against any of the Acquired Assets, (vii) the attorneys general for all states in which Acquired Assets are

³ The findings and conclusions set forth herein constitute the Court’s findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. All findings of fact and conclusions of law announced by the Court at the Sale Hearing in relation to the Sale Motion are hereby incorporated herein to the extent not inconsistent herewith. To the extent that any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

located and all taxing authorities having jurisdiction over any of the Acquired Assets, including the Internal Revenue Service, and (viii) all parties entitled to notice pursuant to Bankruptcy Rule 2002 [Docket Nos. 150, 215].

E. The Debtors published notice of the Sale Motion, the time and place of the proposed Auction, the time and place of the Sale Hearing (as scheduled in the Bid Procedures Order), and the time for filing objections to the Sale Motion in *The Wall Street Journal (National Edition)* on October 11, 2011 [Docket No. 186].

F. The Sale Notice was reasonably calculated to provide all interested parties with timely and proper notice of the Sale and the Sale Hearing.

G. As evidenced by the affidavits of service previously filed with the Court, proper, timely, adequate, and sufficient notice of the Sale Motion, the Sale Hearing, the Sale and the transactions contemplated thereby has been provided in accordance with the Bid Procedures Order, Bankruptcy Code sections 105(a) and 363, and Bankruptcy Rules 2002, 6004, 6006 and 9006. The notices described above were good, sufficient, and appropriate under the circumstances, and no other or further notice of the Sale Motion, the Sale Hearing, the Sale is or shall be required.

H. The disclosures made by the Debtors concerning the Sale Motion, the APA, the Sale and the Sale Hearing were good, complete, and adequate.

I. A reasonable opportunity to object and be heard with respect to the Sale and the Sale Motion and the relief requested therein, has been afforded to all interested persons and entities, including the Notice Parties.

Good Faith of Buyer

J. The APA was negotiated, proposed and entered into by the Sellers and the Buyer without collusion, in good faith and from arms' length bargaining positions.

K. Neither the Debtors nor the Buyer have engaged in any conduct that would cause or permit the APA to be avoided under Bankruptcy Code section 363(n). Specifically, the Buyer has not acted in a collusive manner with any person.

L. The Buyer is purchasing the Acquired Assets, in accordance with the APA in good faith and is a good faith buyer within the meaning of section 363(m) of the Bankruptcy Code, and is therefore entitled to all of the protections afforded by such provision, and otherwise has proceeded in good faith in all respects.

Highest and Best Offer

M. The APA constitutes the highest and best offer for the Acquired Assets, and will provide a greater recovery for the Debtors' estates than would be provided by any other available alternative. The Debtors' determination that the APA constitutes the highest and best offer for the Acquired Assets constitutes a valid and sound exercise of the Debtors' business judgment. Approval of the Sale Motion and the APA and the consummation of the transactions contemplated thereby is in the best interests of the Debtors, their estates, their creditors, and other parties in interest.

No Fraudulent Transfer

N. The consideration provided by the Buyer pursuant to the APA (a) is fair and reasonable, (b) is the highest or best offer for the Acquired Assets and (c) constitutes reasonably equivalent value and fair consideration (as those terms are defined in each of the Uniform Fraudulent Transfer Act, Uniform Fraudulent Conveyance Act and section 548 of the Bankruptcy Code) under the laws of the United States. No other person or entity or group of entities has offered to purchase the Acquired Assets for greater economic value to the Debtors' estates than the Buyer. Approval of the Sale Motion and the APA and the consummation of the

transactions contemplated thereby is in the best interests of the Debtors, their estates, their creditors and other parties in interest.

O. The Buyer is not a mere continuation of the Debtors or their estates and there is no continuity of enterprise between the Buyer and the Debtors. The Buyer is not holding itself out to the public as a continuation of the Debtors. The Buyer is not a successor to the Debtors or their estates and the Sale does not amount to a consolidation, merger, or de facto merger of Buyer and the Debtors.

Validity of Transfer

P. Each Debtor (a) has full corporate power and authority to execute and deliver the APA and all other documents contemplated thereby, (b) has all corporate authority necessary to consummate the transactions contemplated by the APA, and (c) has taken all corporate action necessary to authorize and approve the APA and the consummation of the transactions contemplated thereby. The Sale has been duly and validly authorized by all necessary corporate action. No consents or approvals, other than those expressly provided for in the APA, are required for the Debtors to consummate the Sale and the APA and the transactions contemplated thereby.

Q. The APA was not entered into for the purpose of hindering, delaying or defrauding creditors. None of the Debtors nor the Buyer is entering into the transactions contemplated by the APA fraudulently for the purpose of statutory and common law fraudulent conveyance and fraudulent transfer claims.

R. The Debtors are the sole and lawful owners of the Acquired Assets. Subject to Bankruptcy Code sections 363(f) and 365(a), the transfer of each of the Acquired Assets to the Buyer, in accordance with the APA will be, as of the Closing Date, a legal, valid, and effective transfer of the Acquired Assets, which transfer vests or will vest the Buyer with all

right, title, and interest of the Debtors to the Acquired Assets free and clear of (a) all liens and encumbrances relating to, accruing or arising any time prior to the Closing Date (collectively, “**Liens**”) and (b) all debts arising under, relating to, or in connection with any act of the Debtors or claims (as that term is defined in Bankruptcy Code section 101(5)), liabilities, obligations, demands, guaranties, interests and matters of any kind and nature, whether arising prior to or subsequent to the commencement of these cases, and whether imposed by agreement, understanding, law, equity or otherwise (including, without limitation, rights with respect to Claims (as defined below) and Liens (i) that purport to give to any party a right of setoff or recoupment against, or a right or option to effect any forfeiture, modification, profit sharing interest, right of first refusal, purchase or repurchase right or option, or termination of, any of the Debtors’ or the Buyer’s interests in the Acquired Assets, or any similar rights, or (ii) in respect of taxes (collectively, as defined in this clause (b), “**Claims**”), relating to, accruing or arising any time prior to the Closing Date, with the exception of the Assumed Liabilities.

Section 363(f) is Satisfied

S. The conditions of Bankruptcy Code section 363(f) have been satisfied in full; therefore, the Debtors may sell the Acquired Assets free and clear of any interest in the property.

T. The Buyer would not have entered into the APA and would not consummate the transactions contemplated thereby if the Sale to the Buyer and the assumption of any Assumed Liabilities by the Buyer were not free and clear of all Liens and Claims, other than the Assumed Liabilities. Unless otherwise expressly included in the definitions of “Assumed Liabilities” in the APA, the Buyer shall not be responsible for any Liens or Claims, including in respect of the following: (a) any labor or employment agreements; (b) any mortgages, deeds of trust and security interests; (c) intercompany loans and receivables between the Debtors; (d) any

pension, welfare, compensation or other employee benefit plans, agreements, practices and programs, including, without limitation, any pension plan of any Debtor; (e) any other employee, worker's compensation, occupational disease or unemployment or temporary disability related claim, including, without limitation, claims that might otherwise arise under or pursuant to (i) the Employee Retirement Income Security Act of 1974, as amended, (ii) the Fair Labor Standards Act, (iii) Title VII of the Civil Rights Act of 1964, (iv) the Federal Rehabilitation Act of 1973, (v) the National Labor Relations Act, (vi) the Worker Adjustment and Retraining Act of 1988, (vii) the Age Discrimination and Employee Act of 1967 and Age Discrimination in Employment Act, as amended, (viii) the Americans with Disabilities Act of 1990, (ix) the Consolidated Omnibus Budget Reconciliation Act of 1985, (x) state discrimination laws, (xi) state unemployment compensation laws or any other similar state laws, or (xii) any other state or federal benefits or claims relating to any employment with any of the Debtors or any of their respective predecessors; (f) any bulk sales or similar law; (g) any tax statutes or ordinances, including, without limitation, the Internal Revenue Code of 1986, as amended; and (h) any theories of successor liability.

U. The Debtors may sell the Acquired Assets in accordance with the APA free and clear of all Liens and Claims against the Debtors, their estates or any of the Acquired Assets (except the Assumed Liabilities) because, in each case, one or more of the standards set forth in Bankruptcy Code section 363(f)(1)-(5) has been satisfied. Those holders of Liens or Claims against the Debtors, their estates or any of the Acquired Assets who did not object, or who withdrew their objections, to the Sale or the Sale Motion are deemed to have consented to the Sale pursuant to Bankruptcy Code section 363(f)(2).

Cure/Adequate Protection

V. Pursuant to the terms of the APA and the Bid Procedures Order, on November 2, 2011 [Docket Nos. 227-233], the Debtors filed that certain “*Notice of (I) Entry Into Stalking Horse Agreement and (II) Potential Assumption and Assignment of Certain Executory Contracts and Unexpired Leases in Connection with the Sale of Substantially All of the Debtors’ Assets*” (the “Cure Notice”) which, with respect to certain unexpired leases and executory contracts, provided notice of: (i) the title of the Contract or Lease to be assumed, (ii) the name of the counterparty to such Contract or Lease, (iii) the amount, if any, determined by the Debtors to be necessary to be paid to cure any existing default under such Contract or Lease in accordance with sections 365(b) and (f)(2) of the Bankruptcy Code (the “Cure Amount”), (iv) the proposed effective date of the assignment, (v) the deadline by which any counterparty to such Contract or Lease must object, and (vi) the proposed hearing date for any such objections (November 16, 2011 at 2:30 p.m. (the “Cure Objection Hearing”)).

Compelling Circumstances for an Immediate Sale

W. Good and sufficient reasons for approval of the APA and the Sale have been articulated. The relief requested in the Sale Motion is in the best interests of the Debtors, their estates, their creditors and other parties in interest. The Debtors have demonstrated both (a) good, sufficient and sound business purposes and justifications and (b) compelling circumstances for the Sale other than in the ordinary course of business, pursuant to Bankruptcy Code section 363(b) before, and outside of a plan of reorganization, in that, among other things, the immediate consummation of the Sale is necessary and appropriate to maximize the value of the Debtors’ estates and the Sale will provide the means for the Debtors to maximize creditor recoveries.

X. To maximize the value of the Acquired Assets and preserve the viability of the business to which the Acquired Assets relate, it is essential that the Sale occur within the time constraints set forth in the APA. Time is of the essence in consummating the Sale.

Y. Given all of the circumstances of these chapter 11 cases and the adequacy and fair value of the Purchase Price, the proposed Sale constitutes a reasonable and sound exercise of the Debtors' business judgment and should be approved.

Z. The consummation of the Sale is legal, valid and properly authorized under all applicable provisions of the Bankruptcy Code, including, without limitation, Bankruptcy Code sections 105(a), 363(b), 363(f), and 363(m) and all of the applicable requirements of such sections have been complied with in respect of the transaction.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

General Provisions

1. The relief requested in the Sale Motion is granted and approved, and the Sale contemplated thereby is approved.

2. All objections to the Sale Motion or the relief requested therein that have not been withdrawn, waived, or settled as announced to the Court at the Sale Hearing, by stipulation filed with the Court, or by representation by the Debtors in a separate pleading, and all reservations of rights included therein, other than with respect to the assumption and assignment of Assumed Contracts, including with respect to proposed cure amounts in connection therewith, are hereby denied and overruled with prejudice.

Approval of the APA

3. The APA, the schedules attached thereto and made a part thereof, and all other ancillary documents, and all of the terms and conditions thereof, are hereby approved and, as contemplated in Section 1.1(a)(ix) of the APA, all avoidance and preference actions, if any,

with respect to the parties listed on Schedule 1.1(a)(ix) are hereby transferred to the Buyer and, at the Buyer's option with respect to each such action, shall be extinguished, subject to the furnishing of releases by such parties to the Debtors and the Buyer of any and all claims they may have against the Debtors or their estates. The Debtors and the Buyer may make amendments to the APA, the schedules attached thereto and made a part thereof, and all other ancillary documents, without further approval of this Court provided that all such amendments shall be, prior to Closing, filed with this Court and served on the Committee and the U.S. Trustee and, other than additions of parties to the Employees, 1099 Employees and Preferred Provider Network sections of Schedule 1.1(a)(ix), no additional names will be added to Schedule 1.1(a)(ix) without the approval of the Committee, which such approval shall not be unreasonably withheld, conditioned or delayed, or further order of the Court. Notwithstanding the foregoing, no potential claims of the Debtors or their estates against Alexander Gallo or Andrew Sims shall be extinguished, released, transferred or otherwise disposed of without further order of this Court.

4. Pursuant to Bankruptcy Code sections 363(b) and 363(f), the Debtors are authorized and empowered to take any and all actions necessary or appropriate to

- (a) consummate the Sale pursuant to and in accordance with the terms and conditions of the APA
- (b) close the Sale as contemplated in the APA and this Order, and (c) execute and deliver, perform under, consummate, implement, and close fully the transactions contemplated by the APA, together with all additional instruments and documents that may be reasonably necessary or desirable to implement the APA and the Sale. The Buyer shall not be required to seek or obtain relief from the automatic stay under Bankruptcy Code section 362 to enforce any of its remedies under the APA or any other Sale related document. The automatic stay imposed by

Bankruptcy Code section 362 is modified solely to the extent necessary to implement the preceding sentence and the other provisions of this Order.

5. This Order shall be binding in all respects upon the Debtors, their estates, all creditors of, and holders of equity interests in, any Debtor, any holders of Liens, Claims or other interests in, against or on all or any portion of the Acquired Assets (whether known or unknown), the Buyer and all successors and assigns of the Buyer, the Acquired Assets and any trustees, if any, subsequently appointed in any of the Debtors' chapter 11 cases or upon a conversion to chapter 7 under the Bankruptcy Code of any of the Debtors' cases. This Order and the APA shall inure to the benefit of the Debtors, their estates and creditors, the Buyer and the respective successors and assigns of each of the foregoing.

Transfer of the Acquired Assets

6. Pursuant to the terms of the APA and Bankruptcy Code sections 105(a), 363(b), and 363(f), the Debtors are authorized to transfer the Acquired Assets to the Buyer on the Closing Date, and such transfer shall constitute a legal, valid, binding, and effective transfer of such Acquired Assets and shall vest Buyer with title to the Acquired Assets and, other than the Assumed Liabilities, shall be free and clear of all Liens, Claims and other interests of any kind or nature whatsoever, including but not limited to, successor or successor-in-interest liability and Claims in respect of the Excluded Liabilities, with all such Liens, Claims or other interests to attach to the net cash proceeds, if any, ultimately attributable to the property against or in which such Liens, Claims or interests are asserted, subject to the terms thereof, with the same validity, force and effect, and in the same order of priority, which such Liens, Claims or interests now have against the Acquired Assets, subject to any rights, claims and defenses the Debtors or their estates, as applicable, may possess with respect thereto. Upon the Closing, the Buyer shall take

title to and possession of the Acquired Assets in accordance with the APA subject only to the Assumed Liabilities.

7. All persons and entities that are in possession of some or all of the Acquired Assets on the Closing Date are directed to surrender possession of such Acquired Assets to the Buyer in accordance with the APA at the Closing. On the Closing Date, each of the Debtors' creditors is authorized and directed to execute such documents and take all other actions as may be reasonably necessary to release its Liens, Claims, or other interests in the Acquired Assets, if any, as such Liens, Claims, or interests may have been recorded or may otherwise exist.

8. On the Closing Date, this Order shall be construed and shall constitute for any and all purposes a full and complete general assignment, conveyance and transfer of the Sellers' interests in the Acquired Assets. Each and every federal, state, and local governmental agency or department is hereby directed to accept any and all documents and instruments necessary and appropriate to consummate the transactions contemplated by the APA.

9. A certified copy of this Order may be filed with the appropriate clerk and/or recorded with the recorder to act to cancel any Liens and other encumbrances of record except those assumed as Assumed Liabilities.

10. If any person or entity which has filed statements or other documents or agreements evidencing Liens on, Claims against, or interests in, all or any portion of the Acquired Assets (other than statements or documents with respect to the Assumed Liabilities) shall not have delivered to the Debtors prior to the Closing, after request therefor, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases of liens and easements, and any other documents necessary for the purpose

of documenting the release of all Liens, Claims, or other interests which the person or entity has or may assert with respect to all or any portion of the Acquired Assets, the Debtors are hereby authorized and directed, and the Buyer is hereby authorized, to execute and file such statements, instruments, releases and other documents on behalf of such person or entity with respect to the Acquired Assets.

11. This Order is and shall be effective as a determination that, on the Closing Date, all Liens, Claims or other interest of any kind or nature whatsoever existing as to the Acquired Assets prior to the Closing Date, other than the Assumed Liabilities, shall have been unconditionally released, discharged and terminated, and that the conveyances described herein have been effected. This Order is and shall be binding upon and govern the acts of all persons and entities, including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal, state and local officials, and all other persons and entities who may be required by operation of law, the duties of their office, or contract, to accept, file, register or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any lease; and each of the foregoing persons and entities is hereby directed to accept for filing any and all of the documents and instruments necessary and appropriate to consummate the transactions contemplated by the Agreement.

12. The Debtors are not, and this Order shall not be construed to determine otherwise, selling, assuming, assigning, or in any other way transferring to the Buyer any intellectual property or assets of Miller Heiman, Inc. in the Debtors' possession, pursuant to the contracts, agreements and licenses entered into by the Debtors and Miller Heiman, Inc., and that

any such rights, assets and/or intellectual property shall be Excluded Assets held by the Debtors and turned over to Miller Heiman, Inc.

Prohibition of Actions Against the Buyer

13. Except for the Assumed Liabilities, or as otherwise expressly provided for in this Order or the APA, the Buyer shall not have any liability or other obligation of the Debtors arising under or related to any of the Acquired Assets. Without limiting the generality of the foregoing, and except as otherwise specifically provided herein or in the APA, the Buyer shall not be liable for any Claims against the Debtors or any of its predecessors or affiliates for actions taken or liabilities incurred prior to the Closing, and the Buyer shall not have successor or vicarious liabilities of any kind or character, including, but not limited to, under any theory of antitrust, environmental, successor or transferee liability, labor law, de facto merger, mere continuation, or substantial continuity, whether known or unknown as of the Closing Date, now existing or hereafter arising, whether fixed or contingent, whether asserted or unasserted, whether legal or equitable, whether liquidated or unliquidated, including, but not limited to, liabilities on account of warranties not assumed under the APA, intercompany loans and receivables between the Debtors, and any taxes arising, accruing or payable under, out of, in connection with, or in any way relating to the operation of any of the Acquired Assets prior to the Closing.

14. Except with respect to the Assumed Liabilities, or as otherwise expressly provided for in this Order or the APA, all persons and entities, including, but not limited to, all debt holders, equity security holders, governmental, tax and regulatory authorities, lenders, trade creditors, litigation claimants and other creditors, holding Liens, Claims or other interests of any kind or nature whatsoever against or in all or any portion of the Acquired Assets (whether legal

or equitable, secured or unsecured, matured or unmatured, contingent or non-contingent, liquidated or unliquidated, senior or subordinate), arising under or out of, in connection with, or in any way relating to the Debtors, the operation of the Debtors' business prior to the Closing Date or the transfer of the Acquired Assets to the Buyer in accordance with the APA, hereby are forever barred and estopped from asserting against the Buyer, its successors or assigns, their property or the Acquired Assets, such persons' or entities' Liens or Claims against the Acquired Assets, including, without limitation, the following actions: (a) commencing or continuing in any manner any action or other proceeding against the Buyer, its successors, assets or properties; (b) enforcing, attaching, collecting, or recovering in any manner any judgment, award, decree, or order against the Buyer, its successors, or their assets or properties; (c) creating, perfecting, or enforcing any Lien or other Claim against the Buyer, its successors, their assets, or their properties; (d) asserting any setoff, right of subrogation, or recoupment of any kind against any obligation due the Buyer or its successors; (e) commencing or continuing any action, in any manner or place, that does not comply or is inconsistent with the provisions of this Order or other orders of the Court, or the agreements or actions contemplated or taken in respect thereof; or (f) revoking, terminating or failing or refusing to transfer or renew any license, permit or authorization to operate any of the Acquired Assets or conduct any of the businesses operated with the Acquired Assets.

15. All persons and entities are hereby forever prohibited and enjoined from taking any action that would adversely affect or interfere with the ability of the Debtors to sell and transfer the Acquired Assets to the Buyer in accordance with the terms of the APA and this Order.

16. The Buyer has given substantial consideration under the APA for the benefit of the Debtors, their estates and creditors. The consideration given by the Buyer shall constitute valid and valuable consideration under the APA and the provisions thereof. The consideration provided by the Buyer for the Acquired Assets under the APA is fair and reasonable and may not be avoided under section 363(n) of the Bankruptcy Code.

First Lien Secured Parties

17. On the Closing Date, the Senior Indebtedness (as defined in the *Final Order Approving Stipulation for Use of Cash Collateral, Adequate Protection and Continuing Use of Purchase Cards on a Secured Basis* entered by this Court on September 27, 2011 [Docket No. 116]), which includes, without limitation, obligations with respect to letters of credit, purchasing cards, swaps and advisory and legal fees, shall be paid in full in cash by wire transfer to Wells Fargo Bank, National Association (“**Wells Fargo**”), in its capacity as administrative agent under the First Lien Credit Agreement (in such capacity, the “**Senior Administrative Agent**”), except as otherwise provided for in paragraphs 17, 18 and 19 of this Order.

18. On the Closing Date, the Debtors shall deposit a portion of the Aggregate Purchase Price attributable to Section 1.2(a)(iii) of the APA with the Senior Administrative Agent in an amount equal to 110% of the potential exposure of the Existing First Lien Lenders on account of any undrawn letter of credit issued for the benefit of the Debtors under the First Lien Credit Agreement. Such deposit shall be used to repay amounts that become due and owing to the Existing First Lien Lenders on account of any letter of credit issued for the benefit of the Debtors under the First Lien Credit Agreement. To the extent such amount on deposit exceeds the amount that may be owing on the date that is six weeks after the latest expiration date of any

such letters of credit, the Senior Administrative Agent shall promptly return such surplus to Buyer.

19. On the Closing Date, the Debtors' ability to use certain commercial cards issued to Gallo Holdings and certain related parties under the WellsOne Commercial Card Agreement (the "**P-Card Agreement**") dated as of February 2, 2007, shall terminate. All obligations due and owing under the P-Card Agreement as of the Closing Date shall be paid in full in cash by wire transfer to Wells Fargo on the Closing Date. In addition, the Buyer shall deposit with Wells Fargo on the Closing Date the amount of \$30,000 as cash collateral for obligations under the P-Card Agreement that have not yet cleared but will become final after the Closing Date. Such deposit shall be used to pay amounts that become final after the Closing Date. To the extent such amount on deposit exceeds the amount that may be owing, Wells Fargo shall promptly return such surplus to Buyer. If the deposit set forth above in this Paragraph 19 is insufficient to pay the amount that may be owing, following receipt by Buyer of a written request from Wells Fargo, the Buyer shall promptly pay to Wells Fargo the amount requested that is sufficient to pay for the remaining outstanding obligations under the P-Card Agreement.

20. On the Closing Date, the Buyer shall deposit with the Senior Administrative Agent cash collateral in the amount of \$10,000 as collateral for amounts that may become due and owing as Senior Indebtedness after the Closing Date, including, without limitation, for the payment of advisory and legal fees incurred by the First Lien Secured Parties in connection with these bankruptcy cases and after the Closing Date. To the extent such amount on deposit exceeds the amount that may be owing, the Senior Administrative Agent shall return such surplus to Buyer on or about January 31, 2012.

21. All bank accounts and lockbox accounts of the Debtors maintained with Wells Fargo shall be transferred to the Buyer. All agreements between the Debtors and Wells Fargo with respect to such bank accounts and lockbox accounts shall be assumed by the Buyer pursuant to written assumption agreements executed by Buyer and Wells Fargo. Pursuant to such documentation, Wells Fargo will be authorized to close all such bank accounts and lockbox accounts on any date that is 120 days or more after the Closing Date.

Hearing on Assumed Contracts

22. A hearing to consider any objections to the assumption and assignment of any Assumed Contracts, including with respect to any proposed cure amounts in connection therewith, will be held before the Court on **November 16, 2011 at 2:30 p.m. (prevailing Eastern Time)** (the "Cure Hearing"). The Debtors will present to the Court for signature at the Cure Hearing a proposed order on the assumption and assignment of Assumed Contracts.

23. Written objections to the proposed assumption and assignment of any of the Assumed Contracts must be filed with the Clerk of the Court, United States Bankruptcy Court for the Southern District of New York, One Bowling Green, New York, New York 10004, and served on the following parties **so as to be actually received no later than 12:00 p.m. (prevailing Eastern Time) on November 15, 2011** (the "Objection Deadline"): (i) DLA Piper LLP (US), 1251 Avenue of the Americas, New York, New York 10020 (Attn: Thomas R. Califano, Esq. and Jeremy R. Johnson, Esq.); (ii) the Office of the United States Trustee for the Southern District of New York, 33 Whitehall Street, 21st Floor, New York, New York 10004 (Attn: Nazar Khodorovsky, Trial Attorney); (iii) Dechert LLP, 1095 Avenue of the Americas, New York, New York 10036 (Attn: Michael J. Sage, Esq. and Michael H.M. Brown, Esq.); and (iv) Cooley LLP, The Grace Building, 1114 Avenue of the Americas, New York, New York 10036 (Attn: Cathy Hershcopf, Esq. and Jeffrey L. Cohen, Esq.).

Other Provisions

24. The transactions contemplated by the APA are undertaken by the Buyer without collusion and in good faith, as that term is defined in section 363(m) of the Bankruptcy Code, and accordingly, the reversal or modification on appeal of the authorization provided herein to consummate the Sale shall not affect the validity of the Sale, unless such authorization and such Sale are duly stayed pending such appeal. The Buyer is a good faith buyer within the meaning of section 363(m) of the Bankruptcy Code and, as such, is entitled to the full protections of section 363(m) of the Bankruptcy Code.

25. Nothing contained in any plan of reorganization or liquidation, or order of any type or kind entered in (a) these chapter 11 cases, (b) any subsequent chapter 7 case into which any such chapter 11 case may be converted, or (c) any related proceeding subsequent to entry of this Order, shall conflict with or derogate from the provisions of the APA or the terms of this Order.

26. Pursuant to Bankruptcy Rules 7062, 9014, and 6004(h), this Order shall be effective immediately upon entry and the Debtors and Buyer are authorized to close the Sale immediately upon entry of this Order.

27. No bulk sales law or any similar law of any state or other jurisdiction applies in any way to the Sale.

28. The failure specifically to include any particular provision of the APA in this Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court that the APA be authorized and approved in its entirety; provided, however, that this Order shall govern if there is any inconsistency between the APA (including all ancillary documents executed in connection therewith) and this Order. Likewise, all of the provisions of this Order are nonseverable and mutually dependent..

29. The Court shall retain jurisdiction to, among other things, interpret, implement, and enforce the terms and provisions of this Order and the APA, all amendments thereto and any waivers and consents thereunder and each of the agreements executed in connection therewith to which the Debtors are a party or which has been assigned by the Debtors to the Buyer in accordance with the APA, and to adjudicate, if necessary, any and all disputes concerning or relating in any way to the Sale, including, but not limited to, retaining jurisdiction to (a) compel delivery of the Acquired Assets to Buyer in accordance with the APA; (b) interpret, implement and enforce the provisions of this Order; (c) protect Buyer against any Liens or Claims against the Sellers or the Acquired Assets of any kind or nature whatsoever, attaching to the proceeds of the Sale, and (d) enter any orders under section 363 and 365 of the Bankruptcy Code with respect to the Assumed Contracts.

30. Any amounts payable by the Debtors under the APA or any of the documents delivered by the Debtors in connection with the APA (i) shall be paid in the manner provided in the APA and the Bid Procedures Order, without further order of this Court, (ii) shall be allowed administrative claims in an amount equal to such payments in accordance with Bankruptcy Code sections 503(b) and 507(a)(2), (iii) shall have the other protections provided in the Bid Procedures Order, and (iv) shall not be discharged, modified, or otherwise affected by any reorganization plan for the Debtors, except by an express agreement with Buyer, its successors, or assigns.

31. All time periods set forth in this Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

32. To the extent that this Order is inconsistent with any prior order or pleading with respect to the Sale Motion in these chapter 11 cases, the terms of this Order shall govern.

DATE: November 10, 2011
New York, New York

/s/ Allan L. Gropper
UNITED STATES BANKRUPTCY JUDGE