

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Sales Order Authorizing Sales of Questex Media Group, Inc.'s Assets Free and Clear		
CONVEYING PARTY DATA			
	Name	Formerly	Execution Date
	US Bankruptcy Court for the District of Delaware		11/24/2009
			Entity Type
			Federal Court:
RECEIVING PARTY DATA			
Name:	US Bankruptcy Court for the District of Delaware		
Street Address:	824 Market Street N		
Internal Address:	3rd Floor		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19801		
Entity Type:	Federal Court: DELAWARE		
PROPERTY NUMBERS Total: 2			
	Property Type	Number	Word Mark
	Registration Number:	0828228	PAPERBOARD PACKAGING
	Registration Number:	1581463	OFFICIAL BOARD MARKETS
CORRESPONDENCE DATA			
Fax Number:	6175076585		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	617-504-0436		
Email:	heidi@heidischiller.com		
Correspondent Name:	Heidi A. Schiller		
Address Line 1:	197 Elm Street		
Address Line 4:	Northampton, MASSACHUSETTS 01060		
ATTORNEY DOCKET NUMBER:	BANKRUPTCY ORDER - RISI-Q		
NAME OF SUBMITTER:	Heidi A. Schiller		

OP \$65.00 0828228

TRADEMARK

Signature:	/Heidi A. Schiller/
Date:	09/19/2012
<p>Total Attachments: 36</p> <p>source=sales order questex#page1.tif source=sales order questex#page2.tif source=sales order questex#page3.tif source=sales order questex#page4.tif source=sales order questex#page5.tif source=sales order questex#page6.tif source=sales order questex#page7.tif source=sales order questex#page8.tif source=sales order questex#page9.tif source=sales order questex#page10.tif source=sales order questex#page11.tif source=sales order questex#page12.tif source=sales order questex#page13.tif source=sales order questex#page14.tif source=sales order questex#page15.tif source=sales order questex#page16.tif source=sales order questex#page17.tif source=sales order questex#page18.tif source=sales order questex#page19.tif source=sales order questex#page20.tif source=sales order questex#page21.tif source=sales order questex#page22.tif source=sales order questex#page23.tif source=sales order questex#page24.tif source=sales order questex#page25.tif source=sales order questex#page26.tif source=sales order questex#page27.tif source=sales order questex#page28.tif source=sales order questex#page29.tif source=sales order questex#page30.tif source=sales order questex#page31.tif source=sales order questex#page32.tif source=sales order questex#page33.tif source=sales order questex#page34.tif source=sales order questex#page35.tif source=sales order questex#page36.tif</p>	

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

)	
In re)	Chapter 11
)	
QUESTEX MEDIA GROUP, INC., <u>et al.</u> , ¹)	Case No. 09-13423 (MFW)
)	
Debtors.)	(Jointly Administered)
)	
)	Ref. Docket No.: 46

ORDER (I) AUTHORIZING THE SALE OF SUBSTANTIALLY ALL OF THE DEBTORS' ASSETS FREE AND CLEAR OF LIENS, CLAIMS, ENCUMBRANCES AND OTHER INTERESTS; (II) AUTHORIZING AND APPROVING THE ASSET PURCHASE AGREEMENT; (III) APPROVING PROCEDURES AND RIGHTS RELATED TO ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES; AND (IV) GRANTING RELATED RELIEF

Upon the motion, dated October 9, 2009 (the "Sale Motion"), of the above-captioned debtors and debtors-in-possession (the "Debtors") for the entry of an order pursuant to sections 105, 363 and 365 of chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") and Rules 2002, 6004, 6006 and 9014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") (a) approving the sale of substantially all of the Debtors' assets free and clear of liens, claims, encumbrances and other interests, with such sale to be consummated in accordance with the terms and conditions of the Asset Purchase Agreement (as defined below); (b) authorizing and approving the execution and delivery of the Asset Purchase Agreement (as defined below); (c) approving procedures and rights related to the assumption and assignment of

¹ The Debtors, together with the last four digits of each Debtor's federal tax identification number, are: Questex Media Group, Inc. (5500); FierceMarkets, Inc. (6826); InfoTrends, Inc. (0297); InfoTrends Research Group, Inc. (9131); Oxford Communication, Inc. (0786); Oxford Publishing, Inc. (6012); QMG Holdings, Inc. (3042); Questex Brazil, LLC (3187); and Show Events, Inc. (6352). The location of the corporate headquarters for Questex Media Group, Inc. and the service address for all of the Debtors is: 275 Grove Street, Suite 2-130, Newton, Massachusetts 02466.

certain executory contracts and unexpired leases; and (d) granting related relief, as more described in the Sale Motion; and a hearing having been held to consider the relief requested in the Sale Motion (the "**Sale Hearing**"); and this Court having entered an order dated October 26, 2009 (the "**Bidding Procedures Order**") authorizing the Debtors to solicit and consider offers for the Purchased Assets² and Transferred Equity Interests and conduct an auction in accordance with the terms and conditions of the Bidding Procedures and approving, *inter alia*, (i) the Bidding Procedures; (ii) the form and manner of notice of the Auction (as defined in the Bidding Procedures Order), Sale Hearing and the Held Contract Assumption Notice; and (iii) procedures relating to the assumption and assignment of certain unexpired leases and executory contracts, including notice of proposed Cure Amounts; and the Court having jurisdiction to consider the Sale Motion and the relief requested therein in accordance with 28 U.S.C. §§ 157(b)(2) and 1334; and consideration of the Sale Motion, the relief requested therein, and the responses thereto being a core proceeding in accordance with 28 U.S.C. § 157(b); and the appearance of all interested parties and all responses and objections to the Sale Motion having been duly noted in the record of the Sale Hearing; and upon the record of the Sale Hearing, and all other pleadings and proceedings in this case, including the Sale Motion; and it appearing that the relief requested in the Sale Motion is in the best interests of the Debtors, their estates, their creditors and all other parties in interest; and after due deliberation and sufficient cause appearing therefor;

² Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement (hereinafter defined).

IT IS HEREBY FOUND, DETERMINED AND CONCLUDED THAT:³

A. 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.

B. To the extent 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.

C. The Court has jurisdiction over this matter and over the Debtors' estates and their property pursuant to 28 U.S.C. §§ 157 and 1334. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue of these chapter 11 cases in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

D. This Order constitutes a final and appealable order within the meaning of 28 U.S.C. § 158(a). Notwithstanding Bankruptcy Rules 6004(h) and 6006(d), and to any extent necessary under Bankruptcy Rule 9014 and Rule 54(b) of the Federal Rules of Civil Procedure, as made applicable by Bankruptcy Rule 7054, this Court expressly finds that there is no just reason for delay in the implementation of this Order, and expressly directs entry of judgment as set forth herein.

E. That certain Asset Purchase Agreement, dated as of October 9, 2009, by and among QMG Acquisition LLC (the "**Purchaser**") and Questex Media Group, Inc., Infotrends, Inc., Fiercemarkets, Inc., Oxford Publishing, Inc., Show Events, Inc., Oxford Communication, Inc., Infotrends Research Group, Inc. and, solely for purposes of section 8.16 thereof, QMG

³ 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.

Holdings, Inc. (the "Asset Purchase Agreement") is substantially in the form approved by the Bidding Procedures Order. QMG Acquisition LLC is an entity owned or to be owned by the persons that are the lenders (the "Prepetition First Lien Lenders", and including the Administrative Agent for the first lien facilities, the "Prepetition First Lien Parties") party to that certain First Lien Credit Agreement, dated as of May 4, 2007, and was formed for the purpose of acquiring the Debtors' assets.

F. The Purchased Assets and Transferred Equity Interests constitute property of the Debtors' estates and title thereto is vested in the Debtors' estates within the meaning of section 541(a) of the Bankruptcy Code.

G. The statutory predicates for the relief sought in the Sale Motion and the basis for the approvals and authorizations herein are (i) sections 102, 105, 363, and 365 of the Bankruptcy Code and (ii) Bankruptcy Rules 2002, 6004, 6006 and 9014.

H. On October 5, 2009 (the "Petition Date"), each of the Debtors filed voluntary petitions under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court" or this "Court"). Since the Petition Date, the Debtors have continued to operate their businesses and manage their properties as debtors-in-possession pursuant to Bankruptcy Code sections 1107 and 1108.

I. This Court entered the Bidding Procedures Order on October 26, 2009, (i) establishing bidding and auction procedures (the "Bidding Procedures"); (ii) approving proposed bid protections to the Purchaser in accordance with the Asset Purchase Agreement; (iii) scheduling an auction and the Sale Hearing to consider the sale of the Debtors' assets, (iv) permitting credit bidding pursuant to section 363(k) of the Bankruptcy Code; (v) establishing procedures for noticing and determining cure amounts related to the Debtors' executory contracts

and unexpired leases; (vi) approving the form and manner of notice of all procedures, protections, schedules and agreements, and (vii) granting certain related relief.

J. Actual written notice of, and a reasonable opportunity to object or be heard with respect to, the Sale Hearing, the Auction, the Motion and the transaction contemplated by the Asset Purchase Agreement has been afforded to all known interested entities, including, but not limited to the following parties: (i) all creditors or their counsel known to the Debtors to assert a lien (including any security interest), claim, right, interest or encumbrance of record against all or any portion of the Purchased Assets and Transferred Equity Interests; (ii) the Office of the United States Trustee; (iii) the Environmental Protection Agency; (iv) all applicable federal, state and local taxing and regulatory authorities of the Debtors or recording offices or any other governmental authorities that, as a result of the sale of the Purchased Assets and Transferred Equity Interests, may have claims, contingent or otherwise, in connection with the Debtors' ownership of the Purchased Assets and Transferred Equity Interests or have any known interest in the relief requested by the Sale Motion; (v) the state and local environmental agencies in the jurisdictions where the Debtors own or lease real property; (vi) counsel to the Purchaser; (vii) counsel to the agents for prepetition and postpetition secured lenders; (viii) the United States Attorney's office; (ix) all parties in interest who have requested notice pursuant to Bankruptcy Rule 2002; (x) all parties to any litigation involving the Debtors; (xi) all of the Debtors' current employees and former employees, if any, who were terminated immediately prior to the commencement of these cases, (xii) all counterparties to any executory contract or unexpired lease of the Debtors; (xiii) all other known creditors and interest holders of Debtors; and (xiv) all potential bidders previously identified or otherwise known to the Debtors.

K. The Debtors have articulated good and sufficient reasons for this Court to grant the relief requested in the Sale Motion.

L. As evidenced by the affidavits of service previously filed with this Court, proper, timely, adequate, and sufficient notice of the Sale Motion, the Auction, the Sale Hearing and the transaction contemplated by the Asset Purchase Agreement has been provided in accordance with sections 102(1), 363(b) and 365 of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, 6006, 9006, 9007, 9008 and 9014. The Debtors have also complied with all obligations to provide notice of the Sale Motion, the Auction, the Sale Hearing and the transaction contemplated by the Asset Purchase Agreement as required by the Asset Purchase Agreement and Bidding Procedures Order, including with respect to notice of the assumption, sale and assignment of each Purchased Contract. Notice of the Sale Hearing, the Auction, the Sale Motion and the sale of the Purchased Assets and Transferred Equity Interests was also published in The Wall Street Journal on November 2, 2009. Such notice was good and sufficient and appropriate under the particular circumstances. No other or further notice of the Sale Motion, the Auction, the Sale Hearing, or of the entry of this Order is necessary or shall be required. A reasonable opportunity to object or be heard regarding the requested relief has been afforded to all interested persons and entities.

M. The Debtors have demonstrated compelling circumstances and a good, sufficient, and sound business purposes and justification for the sale of the Purchased Assets and Transferred Equity Interests and transaction contemplated by the Asset Purchase Agreement outside of the ordinary course of business. Such business reasons include, but are not limited to, the facts that (i) there is substantial risk of deterioration of the value of the Purchased Assets and Transferred Equity Interests if the sale is not consummated quickly; (ii) the Asset Purchase

Agreement constitutes the highest or best offer for the Purchased Assets and Transferred Equity Interests; (iii) the Asset Purchase Agreement and the Closing will present the best opportunity to realize the value of the Debtors on a going concern basis and avoid decline and devaluation of the Debtors' businesses; and (iv) unless the sale is concluded expeditiously as provided for in the Sale Motion and pursuant to the Asset Purchase Agreement, there is a substantial risk of liquidation.

N. The Bidding Procedures set forth in the Bidding Procedures Order were non-collusive, proposed and executed in good faith as a result of arm's length negotiations between the Debtors and the Purchaser, and were substantively and procedurally fair to all parties.

O. The Debtors conducted the sale and auction process in accordance with, and have otherwise complied in all respect with, the Bidding Procedures Order. As demonstrated by (i) testimony and other evidence proffered or adduced at the Sale Hearing and (ii) the representations of counsel made on the record at the Sale Hearing, through marketing efforts and a competitive sale process which was conducted in accordance with the Bidding Procedures Order, the Debtors (a) afforded interested potential purchasers a full, fair and reasonable opportunity to qualify and submit their highest or otherwise best offer to purchase all or substantially all of the Debtors' assets, (b) provided potential purchasers, upon request, sufficient information to enable them to make an informed judgment on whether to bid on the Purchased Assets and Transferred Equity Interests, and (c) considered any bids submitted on or before the Bid Deadline.

P. The Debtors received no other Qualified Bids for the Purchased Assets or the Transferred Equity Interests. Accordingly, the Purchaser is the Successful Bidder (as defined in the Sale Motion) for the Purchased Assets and Transferred Equity Interests in accordance with

the Bidding Procedures Order. The Credit Bid of the Purchaser, upon the terms and conditions set forth in the Asset Purchase Agreement, including the form and total consideration to be realized by the Debtors pursuant to the Asset Purchase Agreement, (i) is the highest and best offer received by the Debtors; (ii) is fair and reasonable; (iii) is in the best interests of the Debtors' creditors and estates; (iv) constitutes full and adequate consideration and reasonably equivalent value for the Purchased Assets and Transferred Equity Interests; and (v) will provide a greater recovery for the Debtors' creditors and other interested parties than would be provided by any other practically available alternative.

Q. The Purchaser is a buyer in good faith, as that term is used in the Bankruptcy Code and the decisions thereunder, and is entitled to the protections of section 363(m) and (n) of the Bankruptcy Code with respect to all of the Purchased Assets and Transferred Equity Interests. The Asset Purchase Agreement was negotiated and entered into in good faith and without collusion or fraud of any kind. Neither the Debtors nor the Purchaser has engaged in any conduct that would prevent the application of section 363(m) of the Bankruptcy Code or cause the application of or implicate section 363(n) of the Bankruptcy Code to the Asset Purchase Agreement or to the consummation of the sale transaction and transfer of the Purchased Assets and Transferred Equity Interests. The Purchaser is entitled to all the protections and immunities of section 363(m) of the Bankruptcy Code.

R. The Debtors have full corporate power and authority to execute the Asset Purchase Agreement and all other documents contemplated thereby, and the consummation of such transactions has been duly and validly authorized by all necessary corporate authority by the Debtors. No consents or approvals, other than as may be expressly provided for in the Asset Purchase Agreement, are required by the Debtors.

S. Except as otherwise provided in the Asset Purchase Agreement, the Purchased Assets and Transferred Equity Interests shall be sold free and clear of all mortgages, restrictions, hypothecations, charges, indentures, loan agreements, instruments, leases, licenses, options, deeds of trust, security interests, conditional sale or other title retention agreements, pledges, liens (including, without limitation, mechanics', materialmen's and other consensual and non-consensual liens and statutory liens), judgments, demands, encumbrances, rights of first refusal, offsets, contracts, recoupment, rights of recovery, claims for reimbursement, contribution, indemnity, exoneration, products liability, alter-ego, environmental, pension, or tax, decrees of any court or foreign or domestic governmental entity, or charges of any kind or nature, if any, including, but not limited to, any restriction on the use, voting, transfer, receipt of income or other exercise of any attributes of ownership, debts arising in any way in connection with any agreements, acts, or failures to act, of the Debtors or the Debtors' predecessors or affiliates, claims (as that term is used in the Bankruptcy Code), reclamation claims, obligations, liabilities, demands, guaranties, options, rights, contractual or other commitments, restrictions, interests and matters of any kind and nature, whether known or unknown, choate or inchoate, filed or unfiled, scheduled or unscheduled, noticed or unnoticed, recorded or unrecorded, perfected or unperfected, allowed or disallowed, contingent or non-contingent, liquidated or unliquidated, matured or unmatured, material or non-material, disputed or undisputed, whether arising prior to or subsequent to the commencement of the bankruptcy case, and whether imposed by agreement, understanding, law, equity or otherwise, including claims otherwise arising under doctrines of successor liability (other than as expressly provided in the Asset Purchase Agreement; collectively, "**Liens, Claims, Encumbrances and Interests**") with such Liens, Claims, Encumbrances and Interests to attach to the consideration to be received by the Debtors in the

same priority and subject to the same defenses and avoidability, if any, as before the Closing, and the Purchaser would not enter into the Asset Purchase Agreement to purchase the Purchased Assets and Transferred Equity Interests otherwise.

T. The transfer of the Purchased Assets and Transferred Equity Interests to the Purchaser is a legal, valid and effective transfer of the Purchased Assets and Transferred Equity Interests, and, except as may otherwise be provided in the Asset Purchase Agreement, shall vest the Purchaser with all right, title and interest of the Debtors to the Purchased Assets and Transferred Equity Interests free and clear of any and all Liens, Claims, Encumbrances and Interests. Except as specifically provided in the Asset Purchase Agreement or this Order, the Purchaser shall not assume or become liable for any Liens, Claims, Encumbrances and Interests relating to the Purchased Assets and Transferred Equity Interests being sold by the Debtors.

U. The transfer of the Purchased Assets and Transferred Equity Interests to the Purchaser free and clear of all Liens, Claims, Encumbrances and Interests will not result in any undue burden or prejudice to any holders of any Liens, Claims, Encumbrances and Interests as all such Liens, Claims, Encumbrances and Interests of any kind or nature whatsoever shall attach to the net proceeds of the sale of the Purchased Assets and Transferred Equity Interests received by the Debtors in the order of their priority, with the same validity, force and effect which they now have as against the Purchased Assets and Transferred Equity Interests and subject to any claims and defenses the Debtors or other parties may possess with respect thereto. All persons having Liens, Claims, Encumbrances or Interests of any kind or nature whatsoever against or in any of the Debtors or the Purchased Assets and Transferred Equity Interests shall be forever barred, estopped and permanently enjoined from pursuing or asserting such Liens, Claims,

Encumbrances or Interests against the Purchaser, any of its assets, property, successors or assigns, or the Purchased Assets and Transferred Equity Interests.

V. The Debtors may sell the Purchased Assets and Transferred Equity Interests free and clear of all Liens, Claims, Encumbrances and Interests of any kind or nature whatsoever because, in each case, one or more of the standards set forth in section 363(f) of the Bankruptcy Code has been satisfied. Those (i) holders of Liens, Claims, Encumbrances and Interests and (ii) non-debtor parties to the Purchased Contracts, who did not object, or who withdrew their objections, to the sale of the Purchased Assets and Transferred Equity Interests and the Sale Motion are deemed to have consented pursuant to section 363(f)(2) of the Bankruptcy Code. All objections to the Sale Motion have been resolved or overruled.

W. If the sale of the Purchased Assets and Transferred Equity Interests to the Purchaser was not free and clear of all Liens, Claims, Encumbrances and Interests, or if the Purchaser would, or in the future could, be liable for any of the Liens, Claims, Encumbrances and Interests, the Purchaser would not have entered into the Asset Purchase Agreement and would not consummate the sale or the transaction contemplated by the Asset Purchase Agreement, thus adversely impacting the Debtors, their estates and their creditors.

X. The assumption and assignment of the Purchased Contracts, including any Held Contracts that are assumed and assigned to the Purchaser pursuant to the terms of the Asset Purchase Agreement, if any, pursuant to the terms of this Order is integral to the Asset Purchase Agreement and is in the best interests of the Debtors and their estates, creditors and other parties in interest, and represents the reasonable exercise of sound and prudent business judgment by the Debtors.

Y. The Debtors and Purchaser have, to the extent necessary, satisfied the requirements of section 365 of the Bankruptcy Code, including sections 365(b)(1)(A), (B) and 365(f), in connection with the sale and assumption and assignment of the Purchased Contracts to the extent provided under the Asset Purchase Agreement, including any Held Contracts that are assumed and assigned to the Purchaser pursuant to the terms of the Asset Purchase Agreement, if any. The Purchaser is able to demonstrate adequate assurance of future performance with respect to any Purchased Contracts pursuant to section 365(b)(1)(C) of the Bankruptcy Code, including any Held Contracts that are assumed and assigned to the Purchaser pursuant to the terms of the Asset Purchase Agreement. Except as provided by in the Asset Purchase Agreement, the Purchased Contracts, including any Held Contracts that are assumed and assigned to the Purchaser pursuant to the terms of the Asset Purchase Agreement, if any, are assignable notwithstanding any provisions contained therein to the contrary.

Z. To maximize the value of the Purchased Assets and Transferred Equity Interests, it is essential that the closing of the transaction contemplated by the Asset Purchase Agreement occurs within the time constraints set forth in the Asset Purchase Agreement. Time is of the essence in consummating the transaction contemplated by the Asset Purchase Agreement.

AA. In the absence of a stay pending appeal, the Purchaser is acting in good faith, pursuant to section 363(m) of the Bankruptcy Code, in closing the transactions contemplated by the Asset Purchase Agreement at any time on or after the entry of this Order and cause has been shown as to why this Order should not be subject to the stay provided by Bankruptcy Rules 6004(h) and 6006(d).

BB. The transactions contemplated under the Asset Purchase Agreement do not amount to a consolidation, merger or *de facto* merger of the Purchaser and the Debtors and/or the Debtors' estates, there is not substantial continuity between the Purchaser and the Debtors, there is no common identity between the Debtors and the Purchaser, there is no continuity of enterprise between the Debtors and the Purchaser, the Purchaser is not a mere continuation of the Debtors or their estates, and the Purchaser does not constitute a successor to the Debtors or their estates. Other than the Assumed Liabilities, the Purchaser shall have no obligations with respect to any liabilities of the Debtors, including, without limitation, the Excluded Liabilities, and the Debtors and their estates will release and forever discharge the Purchaser and any of their affiliates, their successors and assigns from any and all claims, causes of action, obligations, liabilities, demands, losses, costs and expenses of any kind, character or nature whatsoever, known or unknown, fixed or contingent, relating to the sale, except for liabilities and obligations under the Asset Purchase Agreement.

CC. The sale of the Purchased Assets and Transferred Equity Interests outside of a plan of reorganization pursuant to the Asset Purchase Agreement neither impermissibly restructures the rights of the Debtors' creditors nor impermissibly dictates the terms of a liquidating plan of reorganization for the Debtors. The sale does not constitute a *sub rosa* chapter 11 plan.

DD. The DIP Lenders hold an allowed secured claim entitled to superpriority status in the aggregate amount of up to \$15 million plus any other amounts and obligations outstanding under the DIP Credit Agreement as of the Closing Date, which claim is not subject to avoidance, reduction, disallowance, impairment or subordination pursuant to the Bankruptcy Code or applicable non-bankruptcy law, plus such additional amounts, including accrued interest with

respect thereto and any fees, expenses costs and charges, all to the extent allowed under, and pursuant to, the DIP Credit Agreement and the DIP Order (as defined in the Sale Motion) (the "DIP Claim"). The Challenge Period (as defined in the DIP Order) has expired without the filing or assertion of a challenge and accordingly, the Prepetition First Lien Lenders hold an allowed secured claim, which claim is not subject to avoidance, reduction, disallowance, impairment, recharacterization or subordination pursuant to the Bankruptcy Code or applicable non-bankruptcy law, plus such additional amounts, all to the extent allowed under, and pursuant to, the First Lien Loan Agreement (the "Prepetition First Lien Claim" and, together with the DIP Claim, the "Allowed Secured Claims"). On account of the Allowed Secured Claims, the DIP Lenders and the Prepetition First Lien Lenders are secured creditors of the Debtors, holding valid, binding, enforceable and perfected security interests in, on and against the Debtors, their estates and property of the estates, arising in connection with, and pursuant to, that certain (i) DIP Credit Agreement and the DIP Order (as defined in the Sale Motion) and (ii) First Lien Loan Agreement, as applicable. Pursuant to the Bidding Procedures Order, the Prepetition First Lien Lenders were authorized to credit bid any or all such Allowed Secured Claims under section 363(k) of the Bankruptcy Code.

EE. Pursuant to the Asset Purchase Agreement and Bankruptcy Code sections 363(b) and 363(k), the Prepetition First Lien Lenders credit bid a portion of the Pre-Petition Loan Obligations in an amount equal to \$120 million, which credit bid was a valid and proper bid pursuant to the Bidding Procedures Order.

FF. The total consideration provided by the Purchaser for the Purchased Assets and Transferred Equity Interests including, but not limited to the Credit Bid, is the highest and best offer received by the Debtors, and the Purchase Price constitutes (a) reasonably equivalent value

under the Bankruptcy Code and the Uniform Fraudulent Transfer Act, (b) fair consideration under the Uniform Fraudulent Conveyance Act and (c) reasonably equivalent value, fair consideration and fair value under any other applicable laws of the United States, any state, territory or possession, or the District of Columbia, for the Purchased Assets and Transferred Equity Interests.

GG. Given all of the circumstances of the chapter 11 cases and the adequacy and fair value of the Purchase Price under the Asset Purchase Agreement, the transaction contemplated by the Asset Purchase Agreement constitutes a reasonable and sound exercise of the Debtors' business judgment, is in the best interests of the Debtors, their estates, their creditors and other parties in interest and should be approved.

HH. The consummation of the transaction contemplated by the Asset Purchase Agreement is legal, valid and properly authorized under all applicable provisions of the Bankruptcy Code, including, without limitation, sections 105(a), 363(b), 363(f), 363(m), 365(b) and 365(f) of the Bankruptcy Code, and all of the applicable requirements of such sections have been complied with in respect of the transaction.

NOW, THEREFORE, BASED UPON ALL OF THE FOREGOING, IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. The relief requested in the Sale Motion is granted and approved and the transaction contemplated thereby and by the Asset Purchase Agreement is approved, as set forth in this Order.

2. All objections, responses, and requests for continuance concerning the Sale ^{or} *Continued* Motion, to the extent not withdrawn, are resolved in accordance with the terms of this Order and as set forth in the record of the Sale Hearing. To the extent any such objection, response or

request for continuance was not otherwise withdrawn, waived, or settled, it, and all reservations of rights contained therein, is overruled and denied.

3. Notice of the Sale Motion, Sale Hearing, the Auction and the transaction contemplated by the Asset Purchase Agreement was fair and equitable under the circumstances and complied in all respects with section 102(1) of the Bankruptcy Code and Bankruptcy Rules 2002, 6004 and 6006.

Approval of Sale

4. The Purchaser obtained and exercised the right to bid the Credit Bid in accordance and compliance with the terms of the Bid Procedures Order, the Asset Purchase Agreement, and the First Lien Credit Agreement. All actions taken by the Purchaser arising from or relating to its exercise of the right to bid the Credit Bid were proper. The Purchaser's offer for the Purchased Assets and Transferred Equity Interests, as embodied in the Asset Purchase Agreement, is the highest and best offer for the Purchased Assets and Transferred Equity Interests and the Asset Purchase Agreement, including all other ancillary documents, and all of the terms and conditions thereof, and the transaction contemplated thereby, including the Credit Bid, are hereby approved in all respects.

5. The sale of the Purchased Assets and Transferred Equity Interests and the consideration provided by the Purchaser under the Asset Purchase Agreement, including the amount provided pursuant to the Credit Bid, is fair and reasonable and shall be deemed for all purposes to constitute a transfer for reasonably equivalent value and fair consideration under the Bankruptcy Code and any other applicable law.

6. The Purchaser is hereby granted and is entitled to all of the protections provided to a good faith buyer under section 363(m) of the Bankruptcy Code. Pursuant to section 363(m)

of the Bankruptcy Code, if any or all of the provisions of this Order are hereafter reversed, modified, or vacated by a subsequent order of this Court or any other court, such reversal, modification, or vacatur shall not affect the validity and enforceability of any transfer under the Asset Purchase Agreement or obligation or right granted pursuant to the terms of this Order (unless stayed pending appeal), and notwithstanding any reversal, modification or vacatur shall be governed in all respects by the original provisions of this Order and the Asset Purchase Agreement, as the case may be.

7. The Debtors are hereby authorized to fully assume, perform under, consummate and implement the terms of the Asset Purchase Agreement together with any and all additional instruments and documents that may be reasonably necessary or desirable to implement and effectuate the terms of the Asset Purchase Agreement, this Order and sale of the Purchased Assets and Transferred Equity Interests contemplated thereby including, without limitation, deeds, assignments, stock powers and other instruments of transfer, and to take all further actions as may reasonably be requested by the Purchaser for the purpose of assigning, transferring, granting, conveying and conferring to the Purchaser, or reducing to possession any or all of the Purchased Assets and Transferred Equity Interests or Assumed Liabilities, as may be necessary or appropriate to the performance of the Debtors' obligations as contemplated by the Asset Purchase Agreement, without any further corporate action or orders of this Court. The Purchaser shall have no obligation to proceed with the Closing of the Asset Purchase Agreement until all conditions precedent to their obligations to do so have been met, satisfied or waived.

8. The Debtors are further authorized and empowered to cause to be filed with the secretary of state of any state or other applicable officials of any applicable governmental units, any and all certificates, agreements, or amendments necessary or appropriate to effectuate the

transactions contemplated by the Asset Purchase Agreement, any related agreements and this Order, including amended and restated certificates or articles of incorporation and by-laws or certificates or articles of amendment, and all such other actions, filings, or recordings as may be required under appropriate provisions of the applicable laws of all applicable governmental units or as any of the officers of the Debtors may determine are necessary or appropriate. The execution of any such document or the taking of any such action shall be, and hereby is, deemed conclusive evidence of the authority of such person to so act. Without limiting the generality of the foregoing, this Order shall constitute all approvals and consents, if any, required by the corporation laws of the State of Delaware, and all other applicable business corporation, trust, and other laws of the applicable governmental units with respect to the implementation and consummation of the Asset Purchase Agreement, any related agreements and this Order, and the transactions contemplated thereby and hereby.

9. Effective as of the Closing (a) the sale of the Purchased Assets and Transferred Equity Interests by the Debtors to the Purchaser shall constitute a legal, valid and effective transfer of the Purchased Assets and Transferred Equity Interests notwithstanding any requirement for approval or consent by any person and vests the Purchaser with all right, title and interest of the Debtors in and to the Purchased Assets and Transferred Equity Interests, free and clear of all Liens, Claims, Encumbrances and Interests of any kind, pursuant to section 363(f) of the Bankruptcy Code, and (b) the assumption of any Assumed Liabilities by the Purchaser constitutes a legal, valid and effective delegation of any Assumed Liabilities to the Purchaser and divests the Debtors of all liability with respect to any Assumed Liabilities.

Transfer of Assets

10. Except to the extent specifically provided in the Asset Purchase Agreement, upon the Closing, the Debtors shall be, and hereby are, authorized, empowered, and directed, pursuant to sections 105, 363(b) and 363(f) of the Bankruptcy Code, to sell the Purchased Assets and Transferred Equity Interests to the Purchaser. The sale of the Purchased Assets and Transferred Equity Interests vests the Purchaser with all right, title and interest of the Debtors to the Purchased Assets and Transferred Equity Interests free and clear of any and all Liens, Claims, Encumbrances and Interests and other liabilities, whether arising prior to or subsequent to the Petition Date, whether imposed by agreement, understanding, law, equity or otherwise, with all such Liens, Claims, Encumbrances and Interests to attach only to the proceeds of the sale with the same priority, validity, force, and effect, if any, as they now have in or against the Purchased Assets and Transferred Equity Interests. Following the Closing Date, no holder of any Liens, Claims, Encumbrances and Interests in the Purchased Assets and Transferred Equity Interests may interfere with the Purchaser's use and enjoyment of the Purchased Assets and Transferred Equity Interests based on or related to such Liens, Claims, Encumbrances and Interests, or any actions that the Debtors may take in their chapter 11 cases and no person may take any action to prevent, interfere with or otherwise enjoin consummation of the transactions contemplated in or by the Asset Purchase Agreement or this Order.

11. The provisions of this Order authorizing the sale of the Purchased Assets and Transferred Equity Interests free and clear of Liens, Claims, Encumbrances and Interests and the Assumed Liabilities, shall be self-executing, and neither the Debtors nor the Purchaser shall be required to execute or file releases, termination statements, assignments, consents, or other instruments in order to effectuate, consummate and implement the provisions of this Order. The

previous sentence notwithstanding, the Purchaser is hereby authorized to file, register, or otherwise record a certified copy of this Order, which, once filed, registered, or otherwise recorded, shall constitute conclusive evidence of the release of all Liens, Claims, Encumbrances and Interests in the Purchased Assets and Transferred Equity Interests.

12. On or before the Closing Date, the Debtors' creditors are authorized and directed to execute such documents and take all other actions as may be necessary to release any Liens, Claims, Encumbrances or Interests of any kind against the Purchased Assets and Transferred Equity Interests, as such Liens, Claims, Encumbrances or Interests may have been recorded or may otherwise exist. If any person or entity that has filed financing statements or other documents or agreements evidencing any Liens, Claims, Encumbrances or Interests in or against the Purchased Assets and Transferred Equity Interests 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, or releases of all such Liens, Claims, Encumbrances or Interests that the person or entity has with respect to the Purchased Assets and Transferred Equity Interests, the Debtors are hereby authorized to execute and file such statements, instruments, releases and other documents on behalf of the person or entity with respect to such Purchased Assets and Transferred Equity Interests prior to the Closing, and the Purchaser is authorized to file such documents after Closing.

13. To the greatest extent available under applicable law, and except as provided in the Asset Purchase Agreement, the Purchaser shall, as provided by the Asset Purchase Agreement, be authorized, as of the Closing Date, to operate under any license, permit, registration and governmental authorization or approval of the Debtors with respect to the Purchased Assets and Transferred Equity Interests, and all such licenses, permits, registrations

and governmental authorizations and approvals are deemed to have been, and hereby are, directed to be transferred to the Purchaser as of the Closing Date as provided by the Asset Purchase Agreement.

14. All of the Debtors' interests in the Purchased Assets and Transferred Equity Interests to be acquired by the Purchaser under the Asset Purchase Agreement shall be, as of the Closing Date and upon the occurrence of the Closing, transferred to and vested in the Purchaser. Upon the occurrence of the Closing, this Order shall be construed and considered for any and all purposes a full and complete general assignment, conveyance and transfer of the Purchased Assets and Transferred Equity Interests acquired by the Purchaser under the Asset Purchase Agreement and/or a bill of sale or assignment transferring indefeasible title and interest in the Purchased Assets and Transferred Equity Interests to the Purchaser.

15. Except as expressly permitted or otherwise specifically provided by the Asset Purchase Agreement or this Order, the Purchaser is not assuming nor shall it or any affiliate of the Purchaser be in any way liable or responsible, as a successor or otherwise, for any liabilities, debts, or obligations of the Debtors in any way whatsoever relating to or arising from the Debtors' ownership or use of the Purchased Assets and Transferred Equity Interests prior to the consummation of the transactions contemplated by the Asset Purchase Agreement, or any liabilities calculable by reference to the Debtors or their operations or the Purchased Assets and Transferred Equity Interests, or relating to continuing or other conditions existing on or prior to consummation of the transactions contemplated by the Asset Purchase Agreement, which liabilities, debts, and obligations are hereby extinguished insofar as they may give rise to liability, successor or otherwise, against the Purchaser or any affiliate of the Purchaser.

16. Except as otherwise expressly provided in the Asset Purchase Agreement, all persons or entities, presently or on or after the Closing Date, in possession of some or all of the Purchased Assets and Transferred Equity Interests are directed to surrender possession of the Purchased Assets and Transferred Equity Interests to the Purchaser on the Closing Date or at such time thereafter as the Purchaser may request.

17. Upon the Closing, the Prepetition First Lien Claim shall be deemed satisfied in an amount equal to the Credit Bid in accordance with the allocation provided in the Asset Purchase Agreement. After deducting the applicable portion of the amount of the Credit Bid, the Prepetition First Lien Claim shall be deemed reduced in such amount with the remainder an allowed claim in each of the Debtors' cases without further order of the Court. Upon Closing and assumption by the Purchaser of the obligations under the DIP Credit Agreement, the liens on the assets of the Debtors granted under the DIP Credit Agreement and the First Lien Loan Agreement to secure the indebtedness thereunder shall be deemed released solely with respect to the Purchased Assets and Transferred Equity Interests, as applicable, and the Debtors shall take all reasonable actions to confirm removal of any such liens.

18. Effective upon the Closing Date and without further order of the Court, the Debtors and their estates shall waive any and all actions related to and release the Prepetition First Lien Parties and the DIP Lenders and DIP Agent from any and all claims and causes of action arising out of, based upon or related to, in whole or in part, any of the DIP Credit Agreement or the DIP Order, any documents related to the DIP Credit Agreement or the DIP Order, any aspect of the prepetition or postpetition relationship with the Prepetition First Lien Lenders and DIP Lenders and any Debtor, or any other acts or omissions by the Prepetition First Lien Lenders or DIP Lenders in connection with the DIP Credit Agreement or the DIP Order,

any documents related to the DIP Credit Agreement or the DIP Order and any aspect of their prepetition or postpetition relationship with any Debtor.

Contracts to be Assigned

19. From and after the Effective Date through the end of the Contract Retention Period, the Debtors shall not reject any executory contracts or unexpired leases to which any Debtors is a party unless otherwise agreed to in writing by Purchaser or as provided in the Asset Purchase Agreement.

20. Pursuant to sections 105(a), 363 and 365 of the Bankruptcy Code, and subject to and conditioned upon the occurrence of the Closing Date, the Debtors' assumption and assignment to the Purchaser, and the Purchaser's assumption on the terms set forth in the Asset Purchase Agreement of each Purchased Contract, including any Held Contracts that are assumed and assigned to the Purchaser pursuant to the terms of the Asset Purchase Agreement, if any, is hereby approved in its entirety, and the requirements of section 365 of the Bankruptcy Code with respect thereto are hereby deemed satisfied.

21. The Debtors are hereby authorized and directed in accordance with sections 105(a), 363 and 365 of the Bankruptcy Code to (a) assume and assign to the Purchaser, effective upon the Closing Date of the sale of the Purchased Assets and Transferred Equity Interests (or as otherwise provided in the Asset Purchase Agreement with respect to Held Contracts), the Purchased Contracts (or the Held Contracts that are assumed and assigned in accordance with the Asset Purchase Agreement) free and clear of all Liens, Claims, Encumbrances or Interests of any kind or nature whatsoever and (b) execute and deliver to the Purchaser such documents or other instruments as may be necessary to assign and transfer the

Purchased Contracts to the Purchaser, including with respect to any Held Contracts that are assumed and assigned to the Purchaser pursuant to the Asset Purchase Agreement.

22. Upon the Closing (or as otherwise provided in the Asset Purchase Agreement with respect to Held Contracts), in accordance with sections 363 and 365 of the Bankruptcy Code, the Purchaser shall be fully and irrevocably vested in all right, title and interest of each Purchased Contract (including any Held Contract that is assumed and assigned to the Purchaser pursuant to the Asset Purchase Agreement). The Debtors shall cooperate with, and take all actions reasonably requested by, the Purchaser to effectuate the foregoing, as further provided in the Asset Purchase Agreement.

23. The Purchased Contracts, including any Held Contracts that are assumed and assigned to the Purchaser pursuant to the terms of the Asset Purchase Agreement, shall be transferred to, and remain in full force and effect for the benefit of, the Purchaser in accordance with their respective terms, notwithstanding any provision in any such Purchased Contract or Held Contract that is assumed and assigned to Purchaser pursuant to the Asset Purchase Agreement (including those of the type described in sections 365(b)(2) and (f) of the Bankruptcy Code) that prohibits, restricts or conditions such assignment or transfer.

24. Pursuant to sections 365(b)(1)(A) and (B) of the Bankruptcy Code, and except as otherwise provided by this Order, the Purchaser shall promptly pay the Cure Amounts of or relating to any Purchased Contract (or Held Contract that is assumed and assigned to the Purchaser pursuant to the Asset Purchase Agreement in accordance therewith), if any, as set forth in the Cure Notice (as defined in the Bidding Procedures Order) served by the Debtors on each of the parties to Purchased Contracts in the amount(s) listed on the Schedules (unless otherwise agreed to in writing by the Debtors and Purchaser or as reflected in the record at the Sale

Hearing). The non-Debtor parties to the Purchased Contracts, including the non-Debtor parties to any Held Contracts that are assumed and assigned to the Purchaser pursuant to the terms of the Asset Purchase Agreement, are forever bound by such Cure Amounts and are hereby enjoined from taking any action against the Purchaser or the Purchased Assets and Transferred Equity Interests with respect to any claim for cure under any Purchased Contract, including any held Contract that is assumed and assigned to the Purchaser pursuant to the terms of the Asset Purchase Agreement. The payment of the applicable Cure Amounts (if any) by the Purchaser shall (a) effect a cure of all defaults existing thereunder as of the date that such executory contracts or unexpired leases are assumed and (b) compensate for any actual pecuniary loss to such non-Debtor party resulting from such default. The Purchaser shall then have assumed the Purchased Contracts, including any Held Contracts that are assumed and assigned to the Purchaser pursuant to the terms of the Asset Purchase Agreement, and pursuant to section 365(f) of the Bankruptcy Code, the assignment by the Debtors of such Purchased Contracts (or Held Contracts that are assumed and assigned to the Purchaser pursuant to the Asset Purchase Agreement) shall not be a default thereunder. After the payment of the relevant Cure Amounts by the Purchaser, neither the Debtors nor the Purchaser shall have any further liabilities to the counterparties to the Purchased Contracts, including with respect to any Held Contracts that are assumed and assigned to the Purchaser pursuant to the terms of the Asset Purchase Agreement, other than the Purchaser's obligations under the Purchased Contracts or Held Contracts that are assumed and assigned to the Purchaser pursuant to the terms of the Asset Purchase Agreement, if any, that accrue and become due and payable on or after the date that such Purchased Contracts, or Held Contracts that are assumed and assigned to the Purchaser pursuant to the terms of the Asset Purchase Agreement, are assumed. Notwithstanding anything to the contrary contained

herein, upon the Closing, the agreement between the Debtors and Connecticut General Life Insurance Company ("CIGNA") titled The Open Access Plus Medical Benefits Group Insurance Policy and the agreement between the Debtors and CIGNA Behavioral Health, Inc. (together with CIGNA, the "CIGNA Entities") titled Employee Assistance Program Services shall be deemed to be Purchased Contracts assumed and assigned to Purchaser, and retroactive premium adjustments made after the Closing Date under the terms of these two agreements, as well as any amounts accruing under these two agreements on and after December 1, 2009, shall be payable to the CIGNA Entities by the Purchaser.

25. Notwithstanding anything to the contrary, the Purchaser may elect to take assignment of the Held Contracts after the Closing Date of the Asset Purchase Agreement but prior to the expiration of the Contract Retention Period. Purchaser may, at its sole discretion and at any time during the Contract Retention Period, deliver to Debtors a Held Contract Assumption Notice requesting assumption and assignment of any Held Contract(s). Upon receipt of a Held Contract Assumption Notice, the Debtors shall take all actions reasonably necessary to seek to assume and assign to Purchaser pursuant to section 365 of the Bankruptcy Code the Held Contract(s) set forth in the applicable Held Contract Assumption Notice, and Purchaser shall be responsible for satisfying any costs of cure relating to such Held Contracts, including filing with the Bankruptcy Court and serving a notice on such counterparty to the Held Contract that identifies the Purchaser of the Purchased Assets and Transferred Equity Interests and provides notice that the Debtors are assuming and assigning the Held Contract to the Purchaser. Notwithstanding anything in this Agreement to the contrary, on the date that any Held Contract is assumed and assigned to Purchaser pursuant to Section 2.9(d) of the Asset Purchase

Agreement, such Contract shall be deemed a Purchased Contract for all purposes under the Asset Purchase Agreement.

26. Any Held Contract for which Purchaser has not provided a Held Contract Assumption Notice prior to the end of the Contract Retention Period shall be automatically deemed to be an Excluded Contract for all purposes under the Asset Purchase Agreement. The Debtors may immediately reject such Excluded Contract, and all obligations in connection with such Excluded Contract shall be considered Excluded Liabilities under the Asset Purchase Agreement.

27. Any provisions in any Purchased Contracts (or any Held Contracts that are assumed and assigned to the Purchaser pursuant to the terms of the Asset Purchase Agreement) that prohibit or condition the assignment of such Purchased Contracts (or such Held Contracts that are assumed and assigned to the Purchaser pursuant to the terms of the Asset Purchase Agreement) or allow the party to such Purchased Contracts (or to such Held Contracts that are assumed and assigned to the Purchaser pursuant to the terms of the Asset Purchase Agreement) to terminate, recapture, impose any penalty, condition on renewal or extension or modify any term or condition upon the assignment of such Purchased Contract (or such Held Contracts that are assumed and assigned to the Purchaser pursuant to the terms of the Asset Purchase Agreement), constitute unenforceable anti-assignment provisions that are void and of no force and effect. All other requirements and conditions under sections 363 and 365 of the Bankruptcy Code for the assumption by the Debtors and assignment to the Purchaser of the Purchased Contracts (or such Held Contracts that are assumed and assigned to the Purchaser pursuant to the terms of the Asset Purchase Agreement) have been satisfied.

28. Any party having the right to consent to the assumption or assignment of any Purchased Contract (or such Held Contracts that are assumed and assigned to the Purchaser pursuant to the terms of the Asset Purchase Agreement) that failed to object to such assumption or assignment is deemed to have consented to such assumption and assignment as required by section 365(c) of the Bankruptcy Code.

29. Upon the conditions set forth in Section 2.1 through 2.9 of the Asset Purchase Agreement, including Purchaser's payment of the relevant Cure Amounts, if any, the Purchaser shall be deemed to be substituted for the Debtors as a party to the applicable Purchased Contracts and the Debtors shall be relieved, pursuant to section 365(k) of the Bankruptcy Code, from any further liability under the Purchased Contracts or the Held Contracts that are assumed and assigned to the Purchaser pursuant to the terms of the Asset Purchase Agreement.

30. The Purchaser is able to provide adequate assurance of future performance under the relevant Purchased Contracts (or under the relevant Held Contracts that are assumed and assigned to the Purchaser pursuant to the terms of the Asset Purchase Agreement) within the meaning of sections 365(b)(1)(C), 365(b)(3) (to the extent applicable) and 365(f)(2)(B) of the Bankruptcy Code.

31. There shall be no assignment fees, increases, rent-acceleration or any other fees charged to the Purchaser or the Debtors as a result of the assumption and assignment of the Purchased Contracts (or the Held Contracts that are assumed and assigned to the Purchaser pursuant to the terms of the Asset Purchase Agreement).

32. Pursuant to sections 105(a), 363 and 365 of the Bankruptcy Code, all counterparties to the Purchased Contracts, including any counterparties to the Held Contracts that are assumed and assigned to the Purchaser pursuant to the terms of the Asset Purchase

Agreement, if any, are forever barred and permanently enjoined from raising or asserting against the Debtors or Purchaser any assignment fee, default, breach or claim or pecuniary loss, or condition to assignment, arising under or related to the Purchased Contracts, including related to any Held Contracts that are assumed and assigned to the Purchaser pursuant to the terms of the Asset Purchase Agreement, existing as of the date that such contracts are assumed or arising by reason of the Closing.

33. Neither Purchaser nor any successor of Purchaser shall be responsible for or have any Liens, Claims, Encumbrances or Interests or obligations arising out of any of the contracts, agreements or understandings that are Excluded Contracts, including with respect to any Held Contracts that become Excluded Contracts after the Closing Date (except as specifically provided by the Asset Purchase Agreement).

34. To the extent that the Purchaser requests assumption and assignment of any Held Contract after the Closing Date, the Debtors shall serve the non-Debtor counterparty to such Held Contract with the Held Contract Assumption Notice.

35. Upon service of a Held Contract Assumption Notice and payment by Purchaser of the associated Cure Amount(s), the assumption and assignment of the Held Contracts shall be deemed effective, without further order of the Court.

Additional Provisions

36. This Order and Asset Purchase Agreement shall be binding upon and govern the acts of all persons and entities, including without limitation, the Debtors and the Purchaser, their respective successors and permitted assigns, including, without limitation, any Chapter 11 trustee hereinafter appointed for the Debtors' estates or any trustee appointed in a Chapter 7 case if this case is converted from Chapter 11, all creditors of any Debtor (whether known or unknown),

filing agents, filing officers, title agents, recording agencies, secretaries of state, 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 in or to the Purchased Assets and Transferred Equity Interests.

37. Each and every federal, state and local government agency or department is hereby authorized to accept any and all documents and instruments necessary and appropriate to consummate the transaction contemplated by the Asset Purchase Agreement.

38. To the extent prohibited by section 525 of the Bankruptcy Code, no governmental unit may revoke or suspend any permit or license relating to the operation of the Purchased Assets and Transferred Equity Interests sold, transferred or conveyed to the Purchaser on account of the filing or pendency of these chapter 11 cases or the consummation of the transaction contemplated by the Asset Purchase Agreement.

39. Except to the extent expressly included in the Assumed Liabilities, pursuant to sections 105 and 363 of the Bankruptcy Code, all persons and entities, including, but not limited to, the Debtors and their estates, all debt security holders, equity security holders, the Debtors' employees or former employees, governmental, tax and regulatory authorities, lenders, parties to or beneficiaries under any benefit plan, trade and other creditors asserting or holding a Lien, Claim, Encumbrance or Interest of any kind or nature whatsoever against, in or with respect to any of the Debtors or the Purchased Assets and Transferred Equity Interests (whether legal or equitable, secured or unsecured, matured or unmatured, contingent or non-contingent, senior or subordinated), arising under or out of, in connection with, or in any way relating to the Purchased Assets and Transferred Equity Interests, the operation of the Debtors' business prior

to the Closing Date or the transfer of the Purchased Assets and Transferred Equity Interests to the Purchaser, shall be forever barred, estopped, and permanently enjoined from asserting, prosecuting or otherwise pursuing such Lien, Claim, Encumbrance or Interest, whether by payment, setoff, or otherwise, directly or indirectly, against the Purchaser or any affiliates, successors or assigns thereof and each of their respective current and former members, officers, directors, managed funds, investment advisors, attorneys, employees, partners, affiliates, financial advisors and representatives (each of the foregoing in its individual capacity), or the Purchased Assets and Transferred Equity Interests. For the avoidance of doubt, the foregoing shall not prevent the Debtors, their estates, successors or permitted assigns from pursuing claims, if any, against the Purchaser and/or its successors and assigns in accordance with the terms of the Asset Purchase Agreement.

40. Other than the Assumed Liabilities or as otherwise provided for in the Asset Purchase Agreement, the Purchaser shall have no obligations with respect to any liabilities of the Debtors, including, without limitation, the Excluded Liabilities, and the Purchaser has not purchased any of the Excluded Assets. The Debtors and their estates are deemed to release and forever discharge the Purchaser, including in its capacity as DIP Lenders and Prepetition First Lien Parties, and any of its affiliates, successors and assigns from any and all claims, causes of action, obligations, liabilities, demands, losses, costs and expenses of any kind, character or nature whatsoever, known or unknown, fixed or contingent, relating to the sale, except for liabilities and obligations under the Asset Purchase Agreement.

41. The Purchaser is not and shall not be deemed a "successor" to the Debtors or their estates as a result of the consummation of the transactions contemplated by the Asset Purchase Agreement or any other event occurring in the chapter 11 cases under any theory of law or

equity, and the Purchaser shall not assume, nor be deemed to assume, or in any way be responsible for any liability or obligation of any of the Debtors and/or their estates including, but not limited to, any bulk sales law, successor liability, liability or responsibility for any claim against the Debtors or against an insider of the Debtors, or similar liability except as otherwise expressly provided in the Asset Purchase Agreement. Except to the extent the Purchaser assumes the Assumed Liabilities pursuant to the Asset Purchase Agreement, neither the purchase of the Purchased Assets and Transferred Equity Interests by the Purchaser or its affiliates, nor the fact that the Purchaser or their affiliates are using any of the Purchased Assets and Transferred Equity Interests previously operated by the Debtors, will cause the Purchaser or any of its affiliates to be deemed a successor in any respect to the Debtors' businesses within the meaning of (i) any foreign, federal, state or local revenue, pension, ERISA, tax, labor, employment, antitrust, environmental, or other law, rule or regulation (including without limitation filing requirements under any such laws, rules or regulations), (ii) under any products liability law or doctrine with respect to the Debtors' liability under such law, rule or regulation or doctrine, or under any product warranty liability law or doctrine with respect to the Debtors' liability under such law, rule or regulation or doctrine, (iii) any employment or labor agreements, consulting agreements, severance arrangements, change-in-control agreements or other similar agreement to which the Debtors are a party, (iv) any pension, welfare, compensation or other employee benefit plans, agreements, practices and programs, including, without limitation, any pension plan of the Debtors, (v) the cessation of the Debtor's operations, dismissal of employees, or termination of employment or labor agreements or pension, welfare, compensation or other employee benefit plans, agreements, practices and programs, obligations that might otherwise arise from or pursuant to the Employee Retirement Income Security Act of 1974, as amended, the Fair Labor

Standard Act, Title VII of the Civil Rights Act of 1964, the Age Discrimination and Employment Act of 1967, the Federal Rehabilitation Act of 1973, the National Labor Relations Act, the Consolidated Omnibus Budget Reconciliation Act of 1985, COBRA, or the Worker Adjustment and Retraining Notification Act, (vi) environmental liabilities, debts, claims or obligations arising from conditions first existing on or prior to Closing (including, without limitation, the presence of hazardous, toxic, polluting, or contaminating substances or wastes), which may be asserted on any basis, including, without limitation, under the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq., (vii) any liabilities, debts or obligations of or required to be paid by, the Debtors for any taxes of any kind for any period, (viii) any liabilities, debts, commitments or obligations for any taxes relating to the operation of the Purchased Assets and Transferred Equity Interests prior to Closing, and (ix) any litigation.

42. Within ten (10) days after Closing, the Debtors shall take all necessary action to change their names and the names of all affiliates to a name that does not include any name or mark included in the Business Intellectually Property (including any name set forth on the signature pages to the Asset Purchase Agreement) or any translations, adaptations, derivations or combinations of such name or mark confusingly similar thereto.

43. Subject to the terms of the Asset Purchase Agreement, the Asset Purchase Agreement and any related agreements may be waived, modified, amended, or supplemented by agreement of the Debtors and the Purchaser, without further action or order of the Court; provided, however, that any such waiver, modification, amendment, or supplement is not material and substantially conforms to, and effectuates, the Asset Purchase Agreement and any related agreements. Any material modification, amendment, or supplement to the Asset

Purchase Agreement must be approved by Order of the Court following a motion on notice to all interested parties.

44. Not later than two (2) Business Days prior to the Closing, Sellers shall provide or cause to be provided to the Purchaser the Closing Professional Fees Documentation in support of the Closing Accrued Professional Fees. Within two (2) Business Days of Closing, Purchaser shall cause an amount equal to the excess of (x) the aggregate amount of accrued but unpaid professional fees properly reflected in the Closing Professional Fees Documentation over (y) the Retainer Amounts, to be held in the Professional Fees Escrow for payment of such professional fees as and to the extent finally allowed by the Bankruptcy Court on the terms set forth in the Asset Purchase Agreement. All amounts deposited in the Professional Fees Escrow including proceeds thereof shall become the subject of a fully perfected first priority security interest in favor of the Purchaser until such time as the Closing Accrued Professional Fees are fully and finally allowed and any amounts not used or disgorged shall be promptly returned to the Purchaser, provided, however, that the security interest in favor of the Purchaser is subordinate to the interest of those professionals entitled to Closing Accrued Professional Fees to the extent such fees are fully and finally allowed.

45. The failure specifically to include any particular provisions of the Asset Purchase Agreement or any related agreements in this Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court, the Debtors and the Purchaser that the Asset Purchase Agreement and any related agreements are authorized and approved in their entirety with such amendments thereto as may be made by the parties in accordance with this Order prior to Closing.

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

47. To the extent 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 and control.

48. To the extent there are any inconsistencies between the terms of this Order and the Asset Purchase Agreement (including all ancillary documents executed in connection therewith), the terms of this Order shall govern.

49. The provisions of this Order are non-severable and mutually dependent without written consent of Purchaser.

50. Nothing in any order of this Court or contained in any plan of reorganization or liquidation confirmed in the chapter 11 cases, or in any subsequent or converted cases of the Debtors under chapter 7 or chapter 11 of the Bankruptcy Code, shall conflict with or derogate from the provisions of the Asset Purchase Agreement or the terms of this Order.

51. Notwithstanding Bankruptcy Rules 6004, 6006 and 7062, this Order shall be effective and enforceable immediately upon entry and its provisions shall be self-executing, and the Sale Motion shall be deemed to provide sufficient notice of the Debtors' request for relief from stay. In the absence of any person or entity obtaining a stay pending appeal, the Debtors and the Purchaser are free to close under the Asset Purchase Agreement at any time, subject to the terms of the Asset Purchase Agreement. In the absence of any person or entity obtaining a stay pending appeal, if the Debtors and the Purchaser close under the Asset Purchase Agreement, the Purchaser shall be deemed to be acting in "good faith" and shall be entitled to the protections of section 363(m) of the Bankruptcy Code as to all aspects of the transactions under and pursuant

to the Asset Purchase Agreement if this Order or any authorization contained herein is reversed or modified on appeal.

52. The Debtors and the Purchaser shall be authorized to make non-material amendments to the Asset Purchase Agreement and related documents without further order of this Court.

53. This Court shall retain exclusive jurisdiction to enforce the terms and provisions of this Order, the Bidding Procedures Order, and the Asset Purchase Agreement in all respects and to decide any disputes concerning this Order and the Asset Purchase Agreement, or the rights and duties of the parties hereunder or thereunder or any issues relating to the Asset Purchase Agreement and this Order including, but not limited to, the interpretation of the terms, conditions and provisions hereof and thereof, the status, nature and extent of the Purchased Assets and Transferred Equity Interests and any Purchased Contracts and all issues and disputes arising in connection with the relief authorized herein, inclusive of those concerning the transfer of the assets free and clear of all Liens, Claims, Encumbrances and Interests.

Dated: Wilmington, Delaware
November 24, 2009



MARY F. WALRATH
UNITED STATES BANKRUPTCY JUDGE