

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT			
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY			
CONVEYING PARTY DATA				
	Name	Formerly	Execution Date	Entity Type
	Arnold Kum		05/22/2001	INDIVIDUAL: UNITED STATES
	Terry Mamman		05/22/2001	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA				
Name:	Cruise Web Software Development, Inc.			
Street Address:	9665 Chesapeake Drive, Suite 401			
City:	San Diego			
State/Country:	CALIFORNIA			
Postal Code:	23559			
Entity Type:	CORPORATION: CALIFORNIA			
PROPERTY NUMBERS Total: 1				
	Property Type	Number	Word Mark	
	Serial Number:	75008850	CRUISEWEB	
CORRESPONDENCE DATA				
Fax Number:	2127557306			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>				
Phone:	(212) 326-3939			
Email:	NYTEF@JONESDAY.COM			
Correspondent Name:	Nancy L. Hoffman, Esq.			
Address Line 1:	222 East 41st Street			
Address Line 2:	Jones Day			
Address Line 4:	New York, NEW YORK 10017			
NAME OF SUBMITTER:	Nancy L. Hoffman			
Signature:	/Nancy L. Hoffman/			
Date:	01/18/2013			

CH \$40.00 75008850

**Total Attachments: 10**

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UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF FLORIDA  
FT. LAUDERDALE DIVISION

IN RE:

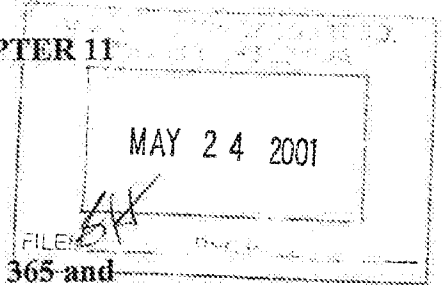
CASE NO. : 01-20536-BKC-RBR  
through 01-20542-BKC-RBR

BYEBYENOW.COM, INC.  
AWAY ACQUISITION CORPORATION,  
BYEBYENOW.COM TRAVEL, INC.,  
BYEBYENOW.COM PRODUCTIONS, INC.,  
KUM-MAMMEN INVESTORS, INC.,  
CRUISE HOLIDAYS INTERNATIONAL, INC., and  
CRUISE WEB SOFTWARE DEVELOPMENT, INC.

Jointly Administered

CHAPTER 11


Debtor-In-Possession.



**FINAL ORDER PURSUANT TO 11 U.S.C. §§ 105, 363, 365 and 1146(c) AND FED. R. BANKR. P. 6004 AUTHORIZING AND APPROVING (1) THE SALE OF THE ASSETS OF THE DEBTORS' FRANCHISE BUSINESS TO CARLSON TRAVEL NETWORK ASSOCIATES, INC. FREE AND CLEAR OF ALL LIENS, CLAIMS AND ENCUMBRANCES; (2) THE ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS AND IN CONNECTION THEREWITH AND (3) THE BACK UP BID**

THIS CAUSE came on before the Court on Wednesday, May 16<sup>th</sup>, 2001, at 1:30pm on the Debtors' Motion to Approve (1) Sale of Assets of Franchise Business to Cedar Green, LLC, or Highest and Best Bidder, Free and Clear of Liens, Claims and Encumbrances Pursuant to 11 U.S.C. §363, and (2) Assumption and Assignment of Certain Executory Contracts Pursuant to 11 U.S.C. §365 in Connection Therewith (the "Sale Motion") (CP #152), and the Order Approving Amended Bidding Procedures and Bid Protections with Respect to Proposed Sale of Assets of Franchise Business to Cedar Green, LLC, entered by this Court on April 26, 2001 (the "Bidding Procedures Order") (CP #166). The Court, having reviewed the Sale Motion,<sup>1</sup> having reviewed the Bidding

<sup>1</sup> Unless otherwise specified, all capitalized terms shall have the meaning set forth in the Sale Motion.

Certified to be a true and correct copy of the original  
Katherine Gould Feldman, Clerk  
U.S. Bankruptcy Court  
By   
Date 12/18/12

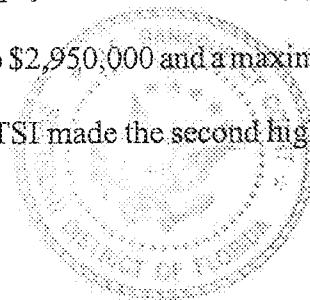


Procedures Order, having considered the proffer of testimony offered by the Debtors and other parties in interest at the hearing, including Carlson, having heard argument of counsel, having been informed of the results of the Auction, as defined in the Bidding Procedures Motion (the "Auction"), having considered the Motion filed by Courtesy Cruise Centers, Inc., Mark Schiffner, Jim Reid and Joan Reid to Reconsider the Bidding Procedures Order (C.P. #177), which Motion the Court shall treat as an objection to the Sale Motion (the "Objection") and the Debtor's Response to the Objection (C.P. #187) and otherwise being fully advised in the premises, hereby makes the following findings of fact and conclusions of law:

1. This matter is a core proceeding in accordance with 28 U.S.C. §157(b); and due and proper notice has been given of the Sale Motion and the Bidding Procedures Order, including, without limitation, to all non-debtor parties to the Franchise Agreements, in accordance with Fed. R. Bankr. P. 2002, 6004, 6006 and 9014 and Local Rule 6004-1. Other than the service of this Order, no other or further notice on the Sale Motion or the Bidding Procedures Motion need be given.

2. Pursuant to the Bidding Procedures Order, the Debtors conducted an Auction of the Assets of the Franchise Business on May 15, 2001 commencing at 1:00 p.m. There were three Qualified Bidders, as defined in the Bidding Procedures Order, at the Auction, namely, Cedar Green, LLC, Carlson Travel Network Associates, Inc. ("Carlson") and Travel Services International, Inc. ("TSI").

3. During the Auction, Carlson made the highest and best bid for the Assets, which highest and best bid was comprised of (i) \$2,850,000 in cash as a down payment at the Closing, plus (ii) a minimum guaranteed amount of a Deferred Purchase Price equal to \$2,950,000 and a maximum Deferred Purchase Price equal to \$3,000,000 (the "Successful Bid"). TSI made the second highest

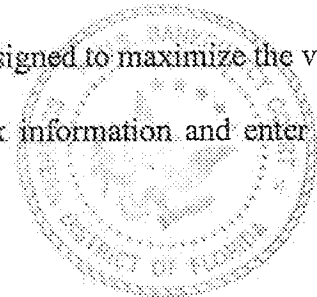


and best bid for the Assets at the Auction with a bid comprised of (i) \$2,850,000 in cash as a down payment at the Closing, plus (ii) a minimum guaranteed amount of a Deferred Purchase Price equal to \$2,850,000 and a maximum Deferred Purchase Price of \$3,000,000 (the "Back Up Bid").

4. The Successful Bid is subject to and shall be paid in accordance with the terms of that certain marked version of an Asset Purchase and Assumption Agreement delivered to the Debtors by Carlson on May 10, 2001 in accordance with the Bidding Procedures Order (the "Purchase Agreement"), which Purchase Agreement was further modified on the record at the Auction (the "Final Purchase Agreement"). The Final Purchase Agreement is being filed with the Court under a separate Notice of Filing. Among other revisions, Carlson has agreed (i) to modify Section 1.3 of the Purchase Agreement which requires the Debtors to obtain the Third Party License Rights, as defined therein, to provide that the Debtor shall assign such rights to Carlson and Carlson shall be responsible for all fees and costs associated therewith, and (ii) to allow the Debtors to set off any amounts owed by the Debtors to individual franchisees under the Franchise Agreements against accounts receivables owed by such franchisees to the Debtors, which accounts receivables are being sold as part of the Assets.

5. The Back Up Bid is subject to the terms of that certain marked version of an Asset Purchase and Assumption Agreement delivered to the Debtors by TSI on May 14, 2001 in accordance with the Bidding Procedures Order (the "TSI Purchase Agreement"), which TSI Purchase Agreement was further modified on the record at the Auction (the "Final TSI Purchase Agreement").

6. The Debtors conducted extensive marketing efforts for the sale of the Assets of the Franchise Business both pre and post-petition, which efforts were designed to maximize the value of the Assets. All potential purchasers had an opportunity to seek information and enter into



discussions and negotiations with the Debtors concerning the sale of the Assets. The Successful Bid and the Back Up Bid are fair and reasonable and are in the best interests of the estates.

7. The Final Purchase Agreement and the Final TSI Purchase Agreement were each negotiated and entered into in good faith, and were the result of arm's-length bargaining between the Debtors and Carlson with respect to the Final Purchase Agreement and between the Debtors and TSI with respect to the Final TSI Purchase Agreement. Neither Carlson nor TSI is an insider of the Debtors, as that term is defined in Section 101(31) of the Bankruptcy Code. Each of Carlson and TSI is a purchaser in good faith with respect to the Assets of the Franchise Business and Carlson and TSI are entitled to the protections of Section 363 (m) of the Bankruptcy Code with respect to all of the Assets. Neither Carlson nor TSI has engaged in any conduct in violation of Section 363(n) of the Bankruptcy Code.

8. The Debtors have advanced sound business reasons for seeking to sell and assume and assign the Assets by and through the Final Purchase Agreement with respect to the Successful Bid and the Final TSI Purchase Agreement with respect to the Back Up Bid. As set forth in the Sale Motion and Bidding Procedures Order and as demonstrated at this hearing, it is a reasonable exercise of the Debtors' business judgment to execute and deliver the Final Purchase Agreement with respect to the Successful Bid and the Final TSI Purchase Agreement with respect to the Back Up Bid and to perform their obligations thereunder.

9. The sale and assumption and assignment of the Assets of the Franchise Business pursuant to Sections 363 and 365 of the Bankruptcy Code outside of a plan of reorganization is justified and warranted in light of the nature of the assets, the Debtors' financial condition and other exigent circumstances in this case.

10. The terms and conditions of the Final Purchase Agreement with respect to the



Successful Bid and the Final TSI Purchase Agreement with respect to the Back Up Bid, including the total consideration to be realized by the Debtors pursuant thereto, are fair and reasonable and the transactions contemplated thereby are in the best interest of the Debtors' estates.

11. A valid business purpose exists for approval of Successful Bid, and to the extent necessary, the Back Up Bid, as contemplated by the Sale Motion and Bidding Procedure Order pursuant to Sections 363 (b) and (f) and 365(a), (b) and (f) of the Bankruptcy Code.

12. The Debtors have provided adequate assurances of a prompt cure of any and all defaults under the executory contracts required to be assumed and assigned pursuant to the Final Purchase Agreement, including without limitation, the Franchise Agreements, and there is no legal impediment to such assumption and assignment.

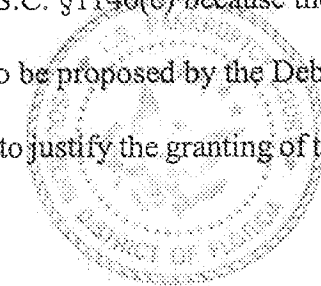
13. Carlson has provided adequate assurances of future performance under the executory contracts that are to be assumed and assigned to Carlson pursuant to the Final Purchase Agreement, including without limitation, the Franchise Agreements.

14. With respect to the Back Up Bid, TSI has provided adequate assurances of future performance under the executory contracts that are to be assumed and assigned to TSI pursuant to the Final TSI Purchase Agreement, including without limitation, the Franchise Agreements.

15. The Debtors have otherwise complied with all of the provisions and conditions of Sections 363 and 365 of the Bankruptcy Code with respect to the sale of the Assets of the Franchise Business pursuant hereto.

16. The Debtors and Carlson, with respect to the Successful Bid, and TSI, with respect to the Back Up Bid, are entitled to the full protections under 11 U.S.C. §1146(c) because the sale of the Assets is in contemplation of and in connection with a plan to be proposed by the Debtors.

17. Good, adequate and sufficient cause has been shown to justify the granting of the relief



requested in the Sale Motion, and good and proper notice has been given to all creditors and parties in interest.

18. In the absence of a stay pending appeal, Carlson, with respect to the Successful Bid, and TSI, with respect to the Back Up Bid, will be deemed to have acted in good faith pursuant to Section 363 (m) of the Bankruptcy Code in closing the transactions contemplated by the Sale Motion at any time after entry of this Final Order.

19. The Creditors' Committee in the estate of ByeByeNow.com, Inc. was represented by counsel at this hearing and consents to the entry of this Final Order.

20. Arnold Kum and Terry Mammen, the alleged secured creditors in certain of the Assets of the Franchise Business, were represented by counsel at this hearing and consent to the entry of this Final Order, including the payment of any amounts from the proceeds of the sale of the Assets necessary (i) to cure any defaults under the Franchise Agreements being assumed and assigned hereunder after application of any setoffs available to the Debtors against accounts receivables being sold as part of the Assets hereunder, which setoffs have been agreed to by Carlson hereunder, and (ii) to pay the Break Up Fee, subject to a reservation of all rights in respect of the net proceeds of such sale.

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

A. Upon entry of this Final Order, the Final Purchase Agreement and the transactions contemplated therein are approved in all respects and the Debtors are authorized, empowered and directed to enter into, and to perform their obligations under the Final Purchase Agreement and to take such actions as are necessary to effectuate the terms of the Final Purchase Agreement.

B. The Objection is hereby overruled for the reasons stated on the record and set forth

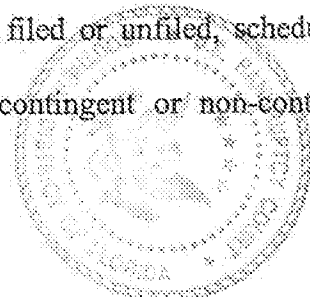




in the Debtor's Response to the Objection.

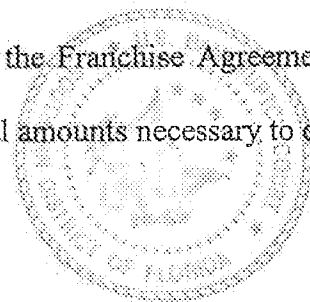
C. In the event that the Successful Bid is not consummated under the terms of the Final Purchase Agreement on or prior to ten (10) days after entry of this Final Order because of a breach or failure by Carlson, then the Debtors are authorized, empowered and directed to consummate a closing of the Back Up Bid with TSI within five (5) days thereafter, and to enter into and to perform their obligations under the Final TSI Purchase Agreement and to take such actions as are necessary to effectuate the terms of the Final TSI Purchase Agreement without further order of this Court, the transactions contemplated under the Final TSI Agreement being hereby approved in all respects. In such event, TSI shall have and be deemed granted all of the protections afforded Carlson hereunder in respect of the Successful Bid. To the extent necessary, the Court will enter such other and further orders as may be requested by the parties in order to confirm such protections consistent with this Final Order.

D. Upon entry of this Final Order, the Debtors are authorized, empowered and directed pursuant to Sections 363 (b) and (f) and 365 of the Bankruptcy Code to sell, and assume and assign to the extent applicable, the Assets of the Franchise Business to Carlson in accordance with the Final Purchase Agreement. Such sale and assumption and assignment shall be free and clear of any and all liens, security interests, encumbrances and claims whether or not allowable (as such terms are defined in the Bankruptcy Code), mortgages, pledges, restrictions, hypothecations, charges, indentures, loan agreements, instruments, leases, licenses, options, rights of first refusal, contracts, offsets, recoupment, rights of recovery, judgments, orders, and decrees of any Court or governmental entity, interests, successor products liability, environmental, tax and other liabilities and claims, whether secured or unsecured, choate or inchoate, filed or unfiled, scheduled or unscheduled, noticed or unnoticed, recorded or unrecorded, contingent or non-contingent,



liquidated or unliquidated, matured or unmatured, disputed or undisputed, or known or unknown, whether arising prior to or subsequent to the filing of the Chapter 11 petitions initiating these cases, whether imposed by agreement, understanding, law, equity or otherwise (collectively, the "Encumbrances"), with all such Encumbrances to attach only to the proceeds of sale with the same priority, validity, force and effect as they had in or against such Assets prior to the entry of this Final Order. The proceeds from the sale shall be held by the Debtors in a separate, segregated interest bearing debtor in possession account maintained by the Debtors at a depository authorized by the Office of the United States Trustee and not disbursed without further order of this Court concerning entitlement thereto or the allocation of such amounts between and among the Debtors' estates.

E. Upon entry of this Final Order, (1) the Debtors are hereby authorized to assume and assign all executory contracts and leases required in connection with the Final Purchase Agreement, provided, however, that the Debtors shall not be authorized to assume and assign those executory contracts designated as "Other Contracts," set forth as items 1 through 36 on Schedule 1.1(iii) of the Final Purchase Agreement without further order of this Court upon proper notice and hearing, and provided further, that Carlson has agreed to fund any amounts necessary to cure any defaults thereunder in addition to the payment of the Successful Bid and has reserved the right by notice to the Debtors prior to the Closing to elect not to acquire certain executory contracts, including Franchise Agreements, that may be the subject of the Final Purchase Agreement, with such election having no effect of the amount of the Successful Bid, and (2) such assumption and assignment is hereby authorized, approved and allowed by the Court. Without in any way limiting the enforceability of the assumption and assignment of all executory contracts under the Final Purchase Agreement and this Final Order, including without limitation, the Franchise Agreements, the Debtors shall file a motion with this Court to determine the actual amounts necessary to cure any



defaults under such executory contracts, including without limitation, the Franchise Agreements, which motion shall set forth the amounts that the Debtors believe are necessary to cure any such defaults.

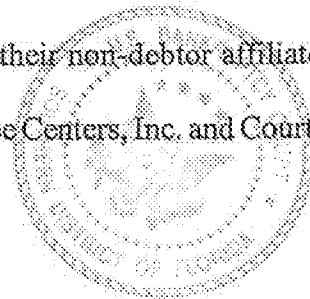
F. This Final Order, and the Final Purchase Agreement shall be binding upon, and shall inure to the benefit of the Debtors and Carlson and Terry Kum and Arnold Mammen, and their respective successors and assigns, including without limitation, any Chapter 11 trustee hereinafter appointed for the Debtors' estate, or any trustee appointed in a Chapter 7 case, if this case is converted from Chapter 11.

G. The Court shall retain jurisdiction to enforce the provisions of this Final Order, the Final Purchase Agreement, and to resolve any dispute concerning this Final Order, and/or the Final Purchase Agreement, or the rights and duties of the parties thereunder, or any issues relating to the Final Purchase Agreement or this Final Order.

H. In the absence of a stay pending appeal, Carlson shall be entitled to the protection of Section 363 (m) of the Bankruptcy Code if this Final Order, or any authorization contained herein, is reversed or modified on appeal. The purchase by Carlson is a purchase in good faith for fair value within the meaning of Section 363 (m) of the Bankruptcy Code and Carlson is entitled to the protection of Section 363 (m) of the Bankruptcy Code.

I. The sale approved by this Final Order is not subject to avoidance pursuant to Section 363(n) of the Bankruptcy Code.

J. Upon entry of this Final Order, the Debtors are hereby authorized and empowered to execute and deliver any and all instruments that may be required pursuant to the terms of the Final Purchase Agreement and this Final Order, and to cause their non-debtor affiliates, namely ByeByeNow.com Travel Stores of Canada, Inc., Courtesy Cruise Centers, Inc. and Courtesy Cruise



Centers (Ont.), Inc., to execute and deliver any instruments and documents that may be required pursuant to the terms of the Final Purchase Agreement and this Final Order.

K. The sale of the Assets of the Franchise Business hereunder is exempt from any and all taxes in accordance with Section 1146(c) of the Bankruptcy Code.

L. Except as otherwise provided herein, upon entry of this Final Order, pursuant to Sections 105, 363 and 365 of the Bankruptcy Code, any and all creditors of the Debtors or other parties in interest shall be barred, estopped and enjoined from taking any action of any kind against Carlson in respect of, or with respect to, the Assets of the Franchise Business being sold and assumed and assigned to Carlson hereunder, arising out of a claim against the Debtor. Nonetheless, the foregoing sentence shall not apply to any creditor of the Debtors whose contract has been assumed and assigned to Carlson, with respect to the contractual undertakings of Carlson with such creditor of the Debtors arising as a result of, or from and after, the Closing.

M. As allowed by Bankruptcy Rule 8005, notwithstanding Bankruptcy Rule 7062, this Order shall be effective and enforceable immediately upon entry.

N. The Debtors shall be authorized and are hereby directed to pay the Break Up Fee, as defined and approved in the Bidding Procedures Order, to Cedar Green, LLC within five (5) days after receipt of the initial proceeds from the sale hereunder.

DONE AND ORDERED in the Southern District of Florida this 22 day of May, 2001.

  
RAYMOND B. RAY, JUDGE  
UNITED STATES BANKRUPTCY COURT

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0/24  
Copies furnished to:

Paul J. Battista, Esq.

[Attorney BATTISTA is hereby directed to serve conformed copies of this Order and file a certificate of service of same.] X:\Documents\WORK\ByeBye\New.com\pleadings\final\_order\_sale\_franchise\_assets.wpd

