

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Order Approving Sale of Assets Free and Clear of Liens		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
United States Bankruptcy Court, Central District of California, San Fernando Valley Division		03/11/2013	FEDERAL AGENCY:
RECEIVING PARTY DATA			
Name:	Gamma Medica-Ideas, Inc.		
Street Address:	19355 Business Center Dr.		
Internal Address:	Suite 8		
City:	Northridge		
State/Country:	CALIFORNIA		
Postal Code:	91324		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3369476	GAMMA MEDICA-IDEAS	
Registration Number:	4180213	GAMMA MEDICA	
Registration Number:	4180214	GAMMAMEDICA	
Registration Number:	4119402	LUMAGEM	
Registration Number:	4143674	LUMAGEM	
CORRESPONDENCE DATA			
Fax Number:	415591400		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
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Correspondent Name:	Becky L. Troutman, Winston & Strawn LLP		
Address Line 1:	101 California Street		

CH \$140.00 3369476

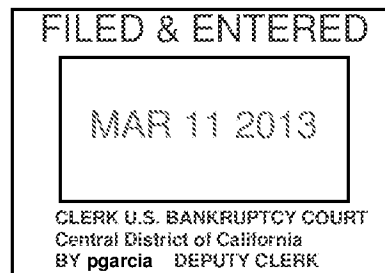
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ATTORNEY DOCKET NUMBER:	011756.00003
NAME OF SUBMITTER:	Becky L. Troutman
Signature:	/Becky L. Troutman/
Date:	04/11/2013

Total Attachments: 29
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10
11 **UNITED STATES BANKRUPTCY COURT**
12 **CENTRAL DISTRICT OF CALIFORNIA**
13 **SAN FERNANDO VALLEY DIVISION**

14 In re:
15 GAMMA MEDICA-IDEAS (USA), INC.,
16 Debtor and Debtor in Possession.

17 In re:
18 GAMMA MEDICA-IDEAS, INC.,
19 Debtor and Debtor in Possession.

20 In re:
21 ADVANCED MOLECULAR IMAGING LLC,
22 Debtor and Debtor in Possession.

23 In re:
24 ADVANCED MOLECULAR IMAGING, INC.,
25 Debtor and Debtor in Possession.

26 In re:
27 INDUSTRIAL DIGITAL IMAGING, INC.,

- 28 Affects All Debtors
 Affects Gamma Medica-Ideas (USA), Inc., only

Lead Case No.: 1:12-bk-17469-VK

Jointly administered with:

1:12-bk-17474
(Gamma Medica-Ideas, Inc.);

1:12-bk-17475
(Advanced Molecular Imaging LLC);

1:12-bk-17479
(Advanced Molecular Imaging, Inc.); and

1:12-bk-17483
(Industrial Digital Imaging, Inc.)

Chapter 11 Cases

ORDER (1) APPROVING SALE OF THE DEBTORS' CLINICAL BUSINESS ASSETS FREE AND CLEAR OF ALL LIENS, ENCUMBRANCES, CLAIMS AND INTERESTS; (2) APPROVING DEBTORS' ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS AND DETERMINING CURE AMOUNTS; (3) WAIVING THE 14-DAY STAY PERIODS SET FORTH IN BANKRUPTCY RULES 6004(h) AND 6006(d); AND (4) GRANTING RELATED RELIEF

- 1 Affects Gamma Medica-Ideas, Inc., only
- 2 Affects Advanced Molecular Imaging LLC,
only
- 3 Affects Advanced Molecular Imaging, Inc.,
4 only
- 5 Affects Industrial Digital Imaging, Inc., only

Hearing:
Date: February 26, 2013
Time: 11:00 a.m.
Place: Courtroom 301
21041 Burbank Blvd.
Woodland Hills, CA 91367

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1 The Court has conducted a hearing on January 14, 2013, January 16, 2013, January 22, 2013,
2 January 29, 2013, February 8, 2013, February 20, 2013 and February 26, 2013 (the “Sale Hearing”)
3 upon the motion (the “Sale Motion”) filed December 26, 2013 [Docket No. 231] of GAMMA
4 MEDICA-IDEAS (USA), INC., GAMMA MEDICA-IDEAS, INC., ADVANCED MOLECULAR
5 IMAGING LLC, ADVANCED MOLECULAR IMAGING, INC. and INDUSTRIAL DIGITAL
6 IMAGING, INC.,¹ jointly administered Chapter 11 debtors and debtors in possession (collectively,
7 the “Debtors”), seeking this Court’s authorization for the Debtors to sell substantially all of their
8 assets and to assume and assign certain unexpired leases and executory contracts out of the ordinary
9 course of business and free and clear of all liens, encumbrances, claims and interests pursuant to 11
10 U.S.C. §§105, 363(b) and (f), and 365, pursuant to various provisions of title 11 of the United States
11 Code, 11 U.S.C. §§ 101, et seq. (as amended, the “Bankruptcy Code”), Rules 6004, 6006, and 9014
12 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and applicable local rules
13 of this Court and the Debtors having (i) reported to the Court the results of the sale process
14 (including that no party other than Purchaser made a cash offer prior January 4, 2013, in Court on
15 January 4, 2013 or otherwise to acquire the Purchased Assets or the Clinical Business (as each such
16 term is defined herein)), and (ii) advised the Court (A) of their intention to enter into that certain
17 Asset Purchase Agreement dated as of the date hereof (the “APA”)² with Imaging Acquisition Inc.,
18 as purchaser (the “Purchaser”), and Psilos Group Partners III, L.P., solely in its capacity as guarantor
19 under the APA (the “Guarantor”), (B) that the APA provides, inter alia, for the sale to Purchaser of

21 ¹ Concurrently with the Sale Motion, the Debtors filed the Declaration of Jim Calandra in Support
22 thereof [Docket No. 232] (the “Calandra Declaration”) and the Declaration of Brian L. Davies Jr.,
23 CIRA in Support thereof [Docket No. 234] (the “Davies Declaration”). On January 9, 2013, the
24 Debtors filed the Supplemental Declaration of James Calandra in Support thereof [Docket No. 285]
25 (the “Supplemental Calandra Declaration”) and the Supplemental Declaration of Brian L. Davies Jr.,
26 CIRA in Support thereof [Docket No. 286] (the “Supplemental Davies Declaration”). On January 9,
2012, Psilos Group Managers, LLC filed the Declaration of David A. Eichler in Support of Its
27 Objection to the Committee’s (as defined herein) Motion to, inter alia, Continue the Sale Hearing
28 [Docket No. 288] (the “Eichler Declaration”). The Court has reviewed the Calandra Declaration, the
Davies Declaration, the Supplemental Calandra Declaration, the Supplemental Davies Declaration
and the Eichler Declaration in connection with its consideration of the Sale Motion.

² A copy of the APA has been filed on the Court’s docket, on or about March 7, 2013, as Exhibit A
to Order Approving Sale of the Debtors’ Clinical Business Assets Free and Clear of All Liens,
Encumbrances, Claims and Interests, Etc. [Docket No. 424].

1 certain assets of the Debtors (the “Purchased Assets”)³ and for the assumption by the Debtors and
2 the assignment to Purchaser of certain executory contracts of the Sellers (the “Assumed Contracts”),⁴
3 (C) that the Purchased Assets consist of all of the Debtors’ intellectual property related to the
4 Clinical Business and substantially all of the assets of the Debtors’ business of developing, owning,
5 using, licensing, marketing, and selling advanced clinical imaging systems and related products and
6 services (the “Clinical Business”),⁵ and (D) except for certain components of the Debtors’
7 intellectual property and/or as noted in the APA or herein, the Purchased Assets exclude the assets of
8 the Debtors’ business of developing, owning, using, licensing, marketing, and selling advanced pre-
9 clinical imaging systems and related products and services (the “Pre-Clinical Business”).⁶ Based
10 upon the compromise with the Official Committee of Creditors Holding Unsecured Claims (the
11 “Committee”) and the Court having found good and sufficient cause to grant the relief set forth in
12 this Sale Order:

13 IT IS FOUND that:

14 I. On August 20, 2012 (the “Petition Date”), the Debtors filed voluntary petitions in this
15 Court for relief under chapter 11 of the Bankruptcy Code. The Debtors continue to operate their
16 business as debtors in possession pursuant to sections 1107 (a) and 1108 of the Bankruptcy Code.
17 This Court has jurisdiction over the Sale Motion pursuant to 28 U.S.C. §§ 1334 and 157. This is a
18 core proceeding. Venue of these cases and the Sale Motion in this district is proper pursuant to 28
19 U.S.C. §§ 1408 and 1409.

20 II. On and prior to January 4, 2013, the Debtors offered for sale substantially all of their
21 operating assets. The sale process was conducted pursuant to the Order Approving Auction Sale

22 _____
23 ³ For the avoidance of doubt, the defined term “Purchased Assets” as used in this Sale Order (this
24 “Sale Order”) is intended to have the same meaning as the defined term “Assets” as used in the
APA.

25 ⁴ For the avoidance of doubt, the defined term “Assumed Contracts” as used in this Sale Order is
intended to have the same meaning as the defined term “Assumed Contracts” as used in the APA.

26 ⁵ For the avoidance of doubt, the defined term “Clinical Business” as used in this Sale Order is
27 intended to have the same meaning as the defined term “Clinical Business” as used in the APA.

28 ⁶ For the avoidance of doubt, the defined term “Pre-Clinical Business” as used in this Sale Order is
intended to have the same meaning as the defined term “Pre-Clinical Business” as used in the APA.

1 Format, Minimum Bids and Bidding Procedures (the “Sale Procedures Order”) entered by the Court
2 on December 20, 2012 [Docket No. 225].

3 III. The Debtors have concluded that the terms of the APA are the best terms available to
4 the Debtors under the circumstances for the sale of the Purchased Assets and the Clinical Business
5 and that the consummation of the transactions set forth in the APA is in the best interests of the
6 Debtors’ estates. In reaching this conclusion, the Debtors carefully weighed a number of
7 considerations, including the following:

8 a. The Debtors, with the assistance of their current investment banker, CRS Capstone
9 Partners LLC (“Capstone”), undertook a post-petition sale process with respect to, *inter alia*, the
10 Purchased Assets and the Clinical Business.

11 b. With the assistance of the Debtors and input from the Official Committee of Creditors
12 Holding Unsecured Claims appointed in the Debtors’ chapter 11 cases (the “Committee”), Capstone
13 assembled a list of 58 logical prospective buyers, and Capstone reached out to each of these 58
14 parties to inquire as to whether they might have any interest in purchasing some or all of the
15 Debtors’ business/assets. Capstone received a positive response from 28 of these parties. Capstone
16 prepared a summary document (commonly referred to as a “teaser”) which explains the Debtors’
17 businesses and purchase opportunity in a relatively summary fashion and distributed the teaser
18 document to each of these 28 parties (as well as to the 30 other parties that did not provide a positive
19 response to Capstone) who were told that they would be provided with a much more comprehensive
20 “Confidential Information Memorandum” (“CIM”) which Capstone had prepared with input from
21 the Debtors and the Committee, and be provided with electronic access to an extensive data room
22 that Capstone had assembled with input from the Debtors if they executed a standard non-disclosure
23 agreement. A total of 11 of these parties signed the non-disclosure agreement and therefore have
24 been provided with the CIM and been provided with access to the data room. In response, the
25 Debtors received a number of written offers or expressions of interest (including several written
26 offers from Purchaser and the Guarantor).

27 c. In light of such written offers and expressions of interest, the Debtors were hoping to
28 proceed with an auction sale of their assets/business before the end of December 2012, with the

1 intention of closing the sale(s) by mid-January 2013 to avoid a shut down and liquidation of their
2 business. The optimal scenario from the Debtors' perspective never materialized. Since the optimal
3 scenario did not materialize, the Debtors concluded that they must proceed with an expedited auction
4 sale in order to flush out the buyer community and to achieve the highest and best price(s) available
5 for the Debtors' assets/business before the Debtors were forced to shut down their business and
6 liquidate. The Debtors and Capstone believe that sufficient time has passed for all prospective
7 buyers to have performed their due diligence and to determine their interest in purchasing the
8 Purchased Assets and the Clinical Business.

9 d. While the Debtors could have proceeded with an auction sale with no stalking horse
10 bidder(s) and/or no minimum required bid(s), the Debtors and Capstone concluded that it would be
11 more preferable to proceed with an auction sale with minimum purchase prices approved by the
12 Court and, importantly, the agreement of their primary secured creditor and debtor-in-possession
13 lender, Capital Resource Partners V, L.P. ("CRP"), to consent to sales at these minimum purchase
14 prices free and clear of CRP's liens. CRP provided the Debtors with written non-binding letters of
15 intent for both the Clinical Business and the Pre-Clinical Business (in the form of credit bids) which
16 would have established baseline purchase prices at which CRP consented to sales free and clear of
17 CRP's liens. The Debtors and Capstone concluded that while CRP was reserving its right to
18 increase the amount of its credit bids, it was important to send a clear message to the pool of
19 prospective buyers of the minimum purchase prices which would have been required for CRP to
20 consent to the sale(s) free and clear of its liens.

21 e. The Debtors filed a motion with the Court for approval of the two credit bid stalking
22 horse bids submitted by CRP and for approval of bidding procedures. The Court conducted a
23 hearing on December 10, 2012 to consider approval of that motion. The Committee opposed that
24 portion of the motion which sought to have the CRP credit bid stalking horse bids be approved. The
25 Court sustained the Committee's objection and denied the CRP credit bid stalking horse bids.
26 However, the Court approved the balance of the relief requested by the Debtors and subsequently
27 entered the Sale Procedures Order.

28 f. Purchaser was the only party which offered an acceptable proposal to the Debtors

1 with respect to the Purchased Assets and the Clinical Business.

2 g. The Debtors' believe that their business is deteriorating and that such deterioration
3 could possibly substantially impair the value of the Debtors' assets generally and the value of the
4 Purchased Assets and the Clinical Business in particular.

5 h. The Debtors are not aware of any party who is interested in paying more money, or
6 otherwise delivering more value, than Purchaser for the Purchased Assets and the Clinical Business.

7 i. CRP has advised the Debtors that it is not willing to provide the Debtors with any
8 further post-petition financing after March 6, 2013 or to continue to fund the Debtors' cash flow
9 shortfalls and operating losses.

10 j. The Debtors' lack the liquidity necessary to sustain their operation of the Clinical
11 Business or to generate cash proceeds from operations to repay any material portion of their
12 prepetition or debtor-in-possession secured debt obligations absent consummation of the transactions
13 contemplated in the APA. Absent a sale of substantially all of their assets (including the Purchased
14 Assets and the Clinical Business), the Debtors have advised the Court that they believe that they
15 would be forced to cease their operations.

16 k. The proposed purchase price (i.e., \$3,055,000 in cash under the APA (the "Purchase
17 Price")) is substantially more than any cash bid received from a bidder qualified by the Debtors
18 during the bankruptcy cases.

19 l. The APA contemplates that Purchaser shall have the right (in its sole and absolute
20 discretion (but subject to the Shared Assets Agreement (as defined in the APA))), but not the
21 obligation, to offer employment, on an at will basis, effective on the Closing Date, to any or all
22 employees of the Debtors. In no event shall Purchaser be obligated to hire or engage any employee
23 of the Debtors for any period following the Closing.

24 Subject to the remaining provisions of this Sale Order, the Court further CONCLUDES:

25 A. The findings and conclusions of law set forth herein constitute the Court's findings of
26 fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding
27 pursuant to Bankruptcy Rule 9014. To the extent any of the foregoing findings of fact constitute
28 conclusions of law, they are adopted as such. To the extent any of the following conclusions of law

1 constitute findings of fact, they are adopted as such.

2 B. The statutory predicates for the relief sought in the Sale Motion and the basis for the
3 approvals and authorizations contained in this Sale Order are (i) Sections 363, and 365 of the
4 Bankruptcy Code and (ii) Bankruptcy Rules 2002, 6004, 6006, and 9014.

5 C. As evidenced by the proofs of service and publication filed with the Court, notice of
6 the Sale Motion, the Auction and the Sale Hearing have been provided in accordance with Sections
7 102(1), 363(b), and 365 of the Bankruptcy Code and in compliance with Bankruptcy Rules 2002,
8 6005, 6006, 9006, 9007, 9008, and 9014, the local rules of this Court to all creditors and parties in
9 interest, and in compliance with the Sale Procedures Order. The Debtors also provided notice of the
10 assumption, sale and assignment of, and asserted cure amount with respect to, each Assumed
11 Contract to each non-debtor party under each such Assumed Contract (other than MD Anderson
12 Cancer Center, Methodist Hospital (as to the Kirby location) and Scripps La Jolla Hospital/Scripps
13 Health) in accordance with Sections 102(1) and 365 of the Bankruptcy Code and in compliance with
14 Bankruptcy Rules 2002, 6006, 9006, 9007, 9008 and 9014 and the local rules of this Court.
15 Notwithstanding the foregoing, the Debtors also provided notice of the cure amount due under the
16 Assumed Contracts with Methodist Hospital (as to the Kirby location) and Scripps La Jolla
17 Hospital/Scripps Health. No other or further notice of the Sale Motion, the Auction, the Sale
18 Hearing, the assumption and assignment of the Assumed Contracts (including with respect to the
19 payment by the Debtors of any cure amount due thereunder), or, except as expressly set forth herein,
20 of the entry of this Sale Order shall be required.

21 D. A reasonable opportunity to object or be heard regarding the requested relief has been
22 afforded to all persons as directed and required in the Sale Procedures Order and no party in interest
23 filed any objection to the motion seeking the Sale Procedures Order other than the Committee and
24 Psilos Group Managers, LLC on behalf of certain of its affiliates.

25 E. The Purchased Assets are property of the Debtors' estates and title thereto is vested in
26 the Debtors' estates pursuant to 11 U.S.C. §541.

27 F. The Debtors have demonstrated the existence of exigent circumstances to sell the
28 Purchased Assets and the Clinical Business, and to assume and assign the Assumed Contracts under

1 Sections 105(a), 363, and 365 of the Bankruptcy Code, and, as result of, inter alia, the resolution
2 between the Debtors and the Committee, such actions are appropriate and in the best interests of the
3 Debtors, their estates and their creditors. There can be no assurance that the value of the Purchased
4 Assets would be maintained if any delay in the consummation of the transactions contemplated in
5 the APA were to occur. Likewise, there can be no assurance that Purchaser would be willing to
6 complete such transactions if delay in the consummation of the transactions were to occur.

7 G. At the conclusion of the proceedings before the Court on January 4, 2013, the
8 Debtors announced that they had determined that: (i) the offer submitted by Purchaser in the APA
9 for the Purchased Assets and the Clinical Business was the highest and/or otherwise best offer
10 therefor, and (ii) Purchaser is the Winning Bidder for the Purchased Assets and the Clinical Business
11 in accordance with the Sale Procedures Order.

12 H. Based upon the resolution of disputes with the Committee and subject to the
13 remaining provisions of this Sale Order, the Court concludes that (i) the offer of Purchaser, on the
14 terms and conditions set forth in the APA, including the form and total consideration to be realized
15 by the Debtors pursuant to the APA (x) is the highest and/or best offer received by the Debtors for
16 the Purchased Assets and the Clinical Business and (y) is in the best interests of the Debtors' estates;
17 (ii) Purchaser and Guarantor are buyers in good faith, as that term is used in the Bankruptcy Code
18 and as interpreted by the decisions of this Court and higher courts regarding the meaning of 11
19 U.S.C. § 363(m); (iii) neither Purchaser nor Guarantor should be denied the benefit of Section
20 363(m) of the Bankruptcy Code, and neither Purchaser nor Guarantor has engaged in any conduct
21 that would cause the application of or implicate Section 363(n) of the Bankruptcy Code; and (iv)
22 Purchaser and the Guarantor are entitled to all of the protections of Section 363(m) of the
23 Bankruptcy Code, including with respect to the APA, all of the documents and/or agreements
24 contemplated thereby, all of the Purchased Assets and the Clinical Business.

25 I. The Debtors have full power and authority to execute the APA and all other
26 documents and/or agreements contemplated thereby, and the sale of the Purchased Assets and the
27 Clinical Business to Purchaser as contemplated by the APA has been authorized and approved by the
28 Debtors.

1 J. The Debtors have advanced business reasons for seeking to enter into the APA and to
2 sell the Purchased Assets and the Clinical Business and to assume and assign the Assumed
3 Contracts, as more fully set forth in the Sale Motion and as demonstrated at the Sale Hearing, and
4 based upon the Debtors' exigent circumstances and the time elapsed since January 4, 2013, there
5 could be a loss of the Debtors' ability to consummate a sale of the Purchased Assets and the Clinical
6 Business other than through a prompt closing under the APA. Notwithstanding any requirement for
7 approval or consent by any person, the transfer of the Purchased Assets and the Clinical Business to
8 Purchaser and the assumption and assignment of the Assumed Contracts is a legal, valid, and
9 effective transfer of the Debtors' right, title and interest in the Purchased Assets and any Assumed
10 Contracts.

11 K. Based upon the resolution of disputes with the Committee, the terms and conditions
12 of the APA, including the consideration to be realized by the Debtors pursuant to the APA, are fair
13 and reasonable.

14 L. The Purchased Assets shall be sold free and clear of all liens, encumbrances, claims
15 and interests (the "Encumbrances"). Purchaser would not enter into the APA to purchase the
16 Purchased Assets or the Clinical Business or accept an assignment of the Assumed Contracts in the
17 absence of the entry of this Sale Order providing for such sale, assumption and assignment free and
18 clear of all such Encumbrances.

19 M. The transfer of the Purchased Assets to Purchaser will be a legal, valid, and effective
20 transfer of the Purchased Assets, and shall vest Purchaser with all right, title, and interest of the
21 Debtors to the Purchased Assets free and clear of any and all Encumbrances. Except for the
22 Assumed Liabilities as specifically provided in the APA (and as such term is defined in the APA) or
23 this Sale Order, Purchaser shall not assume or become liable for any Encumbrances relating to the
24 Purchased Assets being sold by the Debtors. Bankruptcy Code Section 363(f) provides for the sale
25 of property of the estates free and clear of the Encumbrances upon the grounds stated in that
26 subsection.

27 N. The transfer of the Purchased Assets to Purchaser free and clear of all Encumbrances
28 will not result in any undue burden or prejudice to holders of Encumbrances in light of the

1 mechanism for the application or other use of the proceeds of such transfer as set forth in Paragraph
2 46 hereof. All persons having Encumbrances of any kind or nature whatsoever against or in the
3 Debtors or the Purchased Assets shall be forever barred, estopped and permanently enjoined from
4 pursuing or asserting such Encumbrances against Purchaser, any of its assets, property, successors or
5 assigns, or the Purchased Assets

6 O. The Debtors may sell the Purchased Assets free and clear of the Encumbrances
7 because, in each case, one or more of the standards set forth in section 363(f) of the Bankruptcy
8 Code has been satisfied. All objections to the Sale Motion have been resolved or withdrawn or
9 overruled. Not selling the Purchased Assets free and clear of all Encumbrances would adversely
10 impact the Debtors' estates, and the sale of the Purchased Assets other than free and clear of all
11 Encumbrances would be of substantially less value to the Debtors' estates.

12 P. The Debtors and Purchaser have, to the extent necessary, satisfied the requirements of
13 Section 365 of the Bankruptcy Code, including sections 365(b)(1)(A), (B) and 365(f) of the
14 Bankruptcy Code, in connection with the sale and the assumption and assignment of the Assumed
15 Contracts. Purchaser has demonstrated adequate assurance of future performance with respect to the
16 Assumed Contracts pursuant to section 365(b)(1)(C) of the Bankruptcy Code. The assumption and
17 assignment of the Assumed Contracts pursuant to the terms of this Sale Order is integral to the APA
18 and represents the Debtors' exercise of their business judgment. The Assumed Contracts are
19 assignable notwithstanding any provisions contained in the Assumed Contracts to the contrary. The
20 Debtors and/or Purchaser pursuant to the terms and conditions of the APA have provided for the
21 cure and/or other payments or actions required to assume and assign the Assumed Contracts to
22 Purchaser.

23 Q. As a result of the resolution of issues with the Committee, and there being no
24 evidence provided by any other party concerning the absence of good faith by Purchaser and the
25 Guarantor after all potential objecting parties were provided with adequate opportunity to do so,
26 Purchaser and Guarantor will be deemed to be acting in good faith, pursuant to section 363(m) of the
27 Bankruptcy Code, in consummating the transactions contemplated by the APA at any time on or
28 after the entry of this Sale Order.

1 R. The transactions contemplated under the APA do not amount to a consolidation,
2 merger, or de facto merger of Purchaser (or the Guarantor) and the Debtors and/or the Debtors'
3 estates; there is not substantial continuity between Purchaser (or the Guarantor) and the Debtors;
4 there is no continuity of enterprise between the Debtors and Purchaser (or the Guarantor); Purchaser
5 is not a mere continuation of the Debtors or their estates; and Purchaser (or the Guarantor) does not
6 constitute a successor to the Debtors or their estates.

7 S. The sale of the Purchased Assets outside of a plan of reorganization pursuant to the
8 APA neither impermissibly restructures the rights of the Debtors' creditors nor impermissibly
9 dictates the terms of a liquidating plan of reorganization for the Debtors. The sale does not
10 constitute a sub rosa chapter 11 plan.

11 T. The APA, including Purchaser's bid embodied therein, is a valid and proper offer and
12 "Qualified Bid" pursuant to the Sale Procedures Order and Section 363(b) of the Bankruptcy Code.
13 The purchase by Purchaser of the Purchased Assets and the Clinical Business may not be avoided
14 under 11 U.S.C. Sections 542-553, inclusive, or any non-bankruptcy law.

15 U. Time is of the essence in consummating the sale and the transactions contemplated
16 under the APA. To maximize the value of the Purchased Assets and the Assumed Contracts, it is
17 essential that the sale of the Purchased Assets and the assumption and assignment of the Assumed
18 Contracts occur within the time constraints set forth in the APA. Accordingly, there is cause to lift
19 the 14-day stays imposed by Bankruptcy Rules 6004 and 6006.

20 V. Other than the Assumed Liabilities, Purchaser shall have no obligation with respect to
21 any liability of the Debtors. Based upon the foregoing findings and conclusions, and upon the record
22 made before this Court at the Sale Hearing, and good and sufficient cause appearing therefor;

23 IT IS HEREBY ORDERED that:

24 1. The Sale Motion is granted pursuant to the terms and conditions set forth in this Sale
25 Order.

26 2. All objections and responses to the Sale Motion are resolved in accordance with the
27 terms of this Sale Order and as set forth in the record of the Sale Hearing. If any such objection or
28 response was not otherwise withdrawn, waived, or settled, it, and all reservations of rights contained

1 therein, is overruled and denied.

2 3. Notice of the Sale Hearing was fair and appropriate under the circumstances and
3 complied in all respects with 11 U.S.C. § 102(1) and Bankruptcy Rules 2002, 6004, and 6006.

4 Approval of Sale

5 4. The sale of the Purchased Assets and the Clinical Business, the terms and conditions
6 of the APA (including all schedules and exhibits affixed thereto and all additional documents and/or
7 agreements contemplated thereby), the bid by Purchaser and the transactions contemplated thereby
8 are approved in all respects.

9 5. The sale of the Purchased Assets and the Clinical Business and the assumption and
10 assignment of the Assumed Contracts and the consideration provided by Purchaser under the APA is
11 approved and may be consummated by the Debtors and may not be set aside by any party in interest.

12 6. Purchaser and the Guarantor are hereby granted and are entitled to all of the
13 protections provided to a good-faith purchaser under Section 363(m) of the Bankruptcy Code,
14 including with respect to the transfer of the Assumed Contracts as part of the sale of the Purchased
15 Assets pursuant to Section 365 of the Bankruptcy Code and this Sale Order.

16 7. The Debtors are authorized and directed to fully assume, perform under, consummate,
17 and implement the terms of the APA together with any and all additional instruments and documents
18 that may be reasonably necessary or desirable to implement and effectuate the terms of the APA and
19 this Sale Order and sale of the Purchased Assets and the Clinical Business contemplated thereby
20 including, without limitation, deeds, assignments, stock powers, and other instruments of transfer,
21 and to take all further actions as may reasonably be requested by Purchaser for the purpose of
22 assigning, transferring, granting, conveying, and conferring to Purchaser or reducing to possession
23 any or all of the Purchased Assets or Assumed Liabilities, as may be necessary or appropriate to the
24 performance of the Debtors' obligations as contemplated by the APA, without any further corporate
25 action or orders of this Court. The parties shall have no obligation to proceed with the closing of the
26 APA until all conditions precedent to their respective obligations to do so have been met, satisfied or
27 waived.

28 8. The Debtors and each other person or entity having duties or responsibilities under

1 the APA, any agreements related thereto or this Sale Order, and their respective officers, employees,
2 members, agents, representative, and attorneys, are authorized and empowered, subject to the terms
3 and conditions contained in the APA, to carry out all of the provisions of the APA and any related
4 documents and/or agreements; to issue, execute, deliver, file, and record, as appropriate, the
5 documents evidencing and consummating the APA, and any related documents and/or agreements;
6 to take any and all actions contemplated by the APA, any related document and/or agreements or
7 this Sale Order; and to issue, execute, deliver, file, and record, as appropriate, such other contracts,
8 instruments, releases, indentures, mortgages, deeds, bills of sale, assignments, leases, or other
9 agreements or documents and to perform such other acts and execute and deliver such other
10 documents, as are consistent with, and necessary or appropriate to implement, effectuate, and
11 consummate, the APA, any related documents and/or agreements and this Sale Order and the
12 transactions contemplated thereby and hereby, all without further notice to any person, application
13 to, or order of, the Court or further action by their respective directors, officers, employees,
14 members, agents, representatives, and attorneys, and with like effect as if such actions had been
15 taken by unanimous action of the respective directors, officers, employees, members, agents,
16 representatives, and attorneys of such entities. The officers or any other authorized representative of
17 the Debtors are authorized to certify or attest to any of the foregoing actions (but no such
18 certification or attestation shall be required to make any such action valid, binding, and enforceable).
19 The Debtors are further authorized and empowered to cause to be filed with the secretary of state of
20 any state or other applicable officials of any applicable governmental units any and all certificates,
21 agreements, or amendments necessary or appropriate to effectuate the transactions contemplated by
22 the APA, any related agreements and this Sale Order, including amended and restated limited-
23 liability-company agreements certificates or articles of incorporation and by-laws or certificates or
24 articles of amendment, and all such other actions, filings, or recordings as may be required under
25 appropriate provisions of the applicable laws of all applicable governmental units or as the Debtors
26 may determine are necessary or appropriate.

27 9. Effective as of the Closing, (a) the sale of the Purchased Assets and the Clinical
28 Business by the Debtors to Purchaser shall constitute a legal, valid, and effective transfer of the

1 Debtors' right, title and interest in the Purchased Assets notwithstanding any requirement for
2 approval or consent by any person, and shall vest Purchaser with all right, title, and interest of the
3 Debtors in and to the Purchased Assets, free and clear of all Encumbrances of any kind, pursuant to
4 Sections 363(f) and (b) of the Bankruptcy Code.

5 10. The assumption of any Assumed Liabilities by Purchaser shall constitute a legal,
6 valid and effective delegation of any Assumed Liabilities to Purchaser and shall divest the Debtors
7 of all liability with respect to any Assumed Liabilities, and the assignment and assumption of the
8 Assumed Contracts by Purchaser shall constituted a legal, valid and effective assumption of the
9 Assumed Contracts by Purchaser effective as of the Closing, and shall divest the Debtors of all
10 liability with respect to the future performance of the Assumed Contracts by Purchaser.

11 11. The sale of the Purchased Assets is not subject to avoidance pursuant to section
12 363(n) of the Bankruptcy Code.

13 Transfer of Assets

14 12. Except to the extent specifically provided in the APA and this Sale Order, upon the
15 Closing pursuant to the APA, the Debtors are authorized, empowered, and directed, pursuant to
16 sections 105(a), 363(b) and 365 of the Bankruptcy Code, to sell the Purchased Assets to Purchaser.
17 The sale of the Purchased Assets shall vest Purchaser with all right, title, and interest of the Debtors
18 to the Purchased Assets free and clear of any and all Encumbrances and other liabilities and claims,
19 whether secured or unsecured, choate or inchoate, filed or unfiled, scheduled or unscheduled,
20 noticed or unnoticed, recorded or unrecorded, contingent or non-contingent, liquidated or
21 unliquidated, matured or unmatured, disputed or undisputed, or known or unknown, whether arising
22 prior to or subsequent to the Petition Date, whether imposed by agreement, understanding, law,
23 equity, or otherwise.

24 13. Following the date of the Closing, no holder of any Encumbrances in the Purchased
25 Assets shall interfere with Purchaser's use and enjoyment of the Purchased Assets based on or
26 related to such Encumbrances, or any actions that the Debtors may take in their chapter 11 cases, and
27 no person shall take any action to prevent, interfere with, or otherwise enjoin consummation of the
28 transactions contemplated in or by the APA or this Sale Order.

1 14. The provisions of this Sale Order authorizing the sale of the Purchased Assets free
2 and clear of Encumbrances, other than the Assumed Liabilities, shall be self-executing, and neither
3 the Debtors nor Purchaser shall be required to execute or file releases, termination statements,
4 assignments, consents, or instruments to effectuate, consummate, and implement the provisions of
5 this Sale Order. However, the Debtors and Purchaser, and each of their respective officers,
6 employees, and agents, are authorized and empowered to take all actions and execute and deliver
7 any and all documents and instruments that either the Debtors or Purchaser deem necessary or
8 appropriate to implement and effectuate the terms of the APA and this Sale Order. Moreover,
9 effective as of the Closing, Purchaser and its successors and assigns shall be designated and
10 appointed the Debtors' true and lawful attorney and attorneys, with full power of substitution, in the
11 Debtors' name and stead, on behalf and for the benefit of Purchaser, its successors and assigns, to
12 demand and receive any and all of the Purchased Assets and to give receipts and releases for and in
13 respect of the Purchased Assets, or any part thereof, and to execute such instruments and statements
14 as may be necessary or appropriate to evidence or record the transfer of the Purchased Assets, or any
15 of them, to Purchaser.

16 15. Purchaser and its successors and assigns may from time to time as deemed
17 appropriate institute and prosecute in the Debtors' name, for the benefit of Purchaser, its successors
18 and assigns, matters relating to the collection or reduction to possession of any of the Purchased
19 Assets, and to do all acts and things with respect to the Purchased Assets that Purchaser, its
20 successor and assigns, shall deem desirable. The foregoing powers are coupled with an interest and
21 are irrevocable by the Debtors.

22 16. On or before the Closing, the Debtors' creditors are authorized and directed to
23 execute such documents and take all other actions as may be necessary to release any Encumbrances
24 of any kind against the Purchased Assets, as such Encumbrances may have been recorded or may
25 otherwise exist.

26 17. To the greatest extent available under applicable law, Purchaser shall be authorized,
27 as of the Closing, to operate under any license, permit, registration, and governmental authorization
28 or approval of the Debtors with respect to the Purchased Assets, and, to the extent transferable under

1 applicable law, all such licenses, permits, registrations, and governmental authorizations and
2 approvals are deemed to have been transferred to Purchaser as of the Closing.

3 18. All of the Debtors' rights, title and interests in the Purchased Assets to be acquired by
4 Purchaser under the APA shall be, as of the Closing, transferred to and vested in Purchaser. Upon
5 the occurrence of the Closing, this Sale Order shall be considered and constitute for any and all
6 purposes a full and complete general assignment, conveyance, and transfer of the Purchased Assets
7 under the APA transferring good and marketable, indefeasible title and interest in the Purchased
8 Assets to Purchaser.

9 19. Except for the Assumed Liabilities as expressly provided in the APA, Purchaser is not
10 assuming nor shall it or any affiliate of Purchaser be in any way liable or responsible, as a successor
11 or otherwise, for any liabilities, debts, or obligations of the Debtors in any way whatsoever relating
12 to or arising from the Debtors' ownership or use of the Purchased Assets or the operation of the
13 Clinical Business prior to the consummation of the transactions contemplated by the APA, or any
14 liabilities calculable by reference to the Debtors or their operations or the Purchased Assets, or
15 relating to continuing of other conditions existing on or prior to consummation of the transactions
16 contemplated by the APA.

17 20. Except as otherwise expressly provided in the APA, all persons or entities, presently
18 or on or after the Closing, in possession of some or all of the Purchased Assets are directed to
19 surrender possession of the Purchased Assets to Purchaser on the Closing or at such time thereafter
20 as Purchaser may request.

21 Assumed Contracts.

22 21. The provisions of the APA relating to the assumption and assignment of the Assumed
23 Contracts are valid and binding, in full force and effect, and enforceable in accordance with their
24 terms.

25 22. Upon the Closing, or at such later time as provided in the APA, in accordance with
26 sections 363 and 365 of the Bankruptcy Code, Purchaser shall be fully and irrevocably vested with
27 all of the Debtors' right, title and interest of each of the Assumed Contracts; provided, however, that
28 (a) with respect to the Assumed Contracts with MD Anderson Cancer Center, Methodist Hospital (as

1 to the Kirby location) and Scripps La Jolla Hospital/Scripps Health, the counterparties to such
2 Assumed Contracts shall have until March 12, 2013 to object to the identity of the Purchaser as the
3 assignee of the applicable Assumed Contract, (b) with respect to the Assumed Contract with MD
4 Anderson Cancer Center, the counterparty to such Assumed Contracts shall have until March 12,
5 2013 to object to the cure amount under the applicable Assumed Contract (which cure amount the
6 Debtors assert to be \$0.00 (the Debtors have previously notified Methodist Hospital and Scripps La
7 Jolla Hospital/Scripps Health that the cure amount under its applicable Assumed Contract is \$0.00)),
8 and (c) by March 11, 2013, the Debtors shall have notified MD Anderson Cancer Center, Methodist
9 Hospital and Scripps La Jolla Hospital/Scripps Health of the assumption and assignment of the
10 applicable Assumed Contracts and of their rights under this Paragraph 22. The Debtors shall
11 cooperate with, and take all actions reasonably requested by, Purchaser to effectuate the foregoing;
12 Purchaser agrees that it will in good faith pursue the resolution and/or disposition of any objection
13 raised in accordance with this Paragraph 22 by MD Anderson Cancer Center, Methodist Hospital (as
14 to the Kirby location) and/or Scripps La Jolla Hospital/Scripps Health.

15 23. Subject to the terms of the APA and the occurrence of the Closing, the assumption by
16 the Debtors of the Assumed Contracts and the assignment of the Assumed Contracts to Purchaser, as
17 provided for or contemplated by the APA, is authorized and approved pursuant to sections 363 and
18 365 of the Bankruptcy Code.

19 24. The Assumed Contracts shall be deemed valid and binding and in full force and effect
20 and assumed by the Debtors and assigned to Purchaser at the Closing or at such later time as
21 provided in the APA, pursuant to sections 363 and 365 of the Bankruptcy Code, subject only to (a)
22 the payment of all cure and/or other payments or actions required to assume and assign the Assumed
23 Contracts to Purchaser in accordance with the APA and this Sale Order; and (b) Purchaser's right to
24 exclude contracts and leases from the definition of Assumed Contracts in accordance with the terms
25 of the APA. Purchaser shall be liable for all obligations under such Assumed Contracts arising on
26 and after the Closing.

27 25. Pursuant to sections 365(b)(1)(A) and (B) of the Bankruptcy Code, and except as
28 otherwise provided in this Sale Order, upon the Closing, Purchaser shall promptly pay or cause to be

1 paid to the parties to any Assumed Contracts the requisite cure amounts, if any, set forth in the notice
2 served by the Debtors on each of the parties to the Assumed Contracts, except to the extent that the
3 cure amount was amended on the record of the Sale Hearing or otherwise ordered by the Court (the
4 “Cure Amounts”). The non-debtor parties to the Assumed Contracts are forever bound by such Cure
5 Amounts.

6 26. All defaults under the Assumed Contracts arising prior to the Closing (including any
7 arising under any acceleration clauses or any default provisions of the kind specified in section
8 365(b)(2) of the Bankruptcy Code) shall be deemed cured by payment of the Cure Amounts. Except
9 for payment of the Cure Amounts, Purchaser shall have no obligation or liability for the performance
10 or payment of any obligation arising under any Assumed Contract prior to the date of its assumption
11 and assignment to Purchaser pursuant to this Sale Order.

12 27. Any provision in any Assumed Contract that purports to declare a breach, default, or
13 payment right as a result of an assignment or a change of control in respect of the Debtors is
14 unenforceable.

15 28. No sections or provisions of any Assumed Contract that purport to provide for
16 additional payments, penalties, charges, or other financial accommodations in favor of the non-
17 debtor third party to such Assumed Contract as a result of the Debtors’ assumption and assignment
18 to Purchaser of such Assumed Contracts shall have any force and effect with respect to the sale
19 transaction and assignments authorized by this Sale Order, and such provisions constitute
20 unenforceable anti-assignment provisions under section 365(f) and/or are otherwise unenforceable
21 under section 365(e) of the Bankruptcy Code. No assignment of any Assumed Contract pursuant to
22 the terms of the APA shall in any respect constitute a default under any Assumed Contract.
23 Purchaser shall enjoy all of the rights and benefits under each such Assumed Contract as of the
24 applicable date of assumption without the necessity of obtaining such non-Debtor party’s written
25 consent to the assumption or assignment thereof.

26 29. Purchaser has satisfied all requirements under sections 365(b)(1) and 365(f)(2) of the
27 Bankruptcy Code to provide adequate assurance of future performance under the Assumed
28 Contracts. Purchaser shall be responsible for all post-closing liabilities and obligations under the

1 Assumed Contracts, except as otherwise provided in the APA.

2 30. The Debtors and their estates shall be relieved of any liability for any breach of any of
3 the Assumed Contracts occurring from and after the Closing, pursuant to and in accordance with
4 section 365(k) of the Bankruptcy Code.

5 Additional Provisions

6 31. Except to the extent expressly included in the Assumed Liabilities or as otherwise
7 referenced in this Sale Order, pursuant to sections 363, and 365 of the Bankruptcy Code, all persons
8 and entities, including, without limitation, the Debtors, all debt security holders, equity security
9 holders, the Debtors' employees or former employees, governmental, tax, and regulatory authorities,
10 lenders, parties to or beneficiaries under any benefit plan, trade and other creditors asserting or
11 holding any Encumbrance with respect to the Purchased Assets (whether legal or equitable, secured
12 or unsecured, matured or unmatured, contingent or non-contingent, senior or subordinated), arising
13 under or out of, in connection with, or in any way relating to the Debtors, the Purchased Assets, the
14 operation of the Clinical Business prior to the Closing Date or the transfer of the Purchased Assets to
15 Purchaser, shall be forever barred, estopped, and permanently enjoined from asserting, prosecuting
16 or otherwise pursuing such Encumbrance against Purchaser or any affiliate, successor or assign
17 thereof and each of their respective current and former members, officers, directors, managed funds,
18 investment advisors, attorneys, employees, partners, affiliates and representatives (each of the
19 foregoing in its individual capacity), or the Purchased Assets. To avoid doubt, the foregoing shall
20 not prevent the Debtors, their estates, successors, or permitted assigns from pursuing claims, if any,
21 against Purchaser and/or its successors and assigns in accordance with the terms of the APA, and the
22 foregoing shall not prejudice any other rights the Debtors have under the APA.

23 32. Purchaser (or the Guarantor) has not assumed or is otherwise not obligated for any of
24 the Debtors' liabilities other than the Assumed Liabilities as set forth in the APA, and Purchaser has
25 not purchased any assets not defined as Purchased Assets. Consequently, all persons, governmental
26 units (as defined in section 101(27) of the Bankruptcy Code) and all holders of Encumbrances based
27 on or arising out of liabilities retained by the Debtors are hereby enjoined from taking any action
28 against Purchaser (or its affiliates, including the Guarantor) or the Purchased Assets to recover any

1 Encumbrances or on account of any liabilities of the Debtors other than Assumed Liabilities
2 pursuant to the APA. All persons holding or asserting any Encumbrances in the Excluded Assets are
3 hereby enjoined from asserting or prosecuting such Encumbrances or cause of action against
4 Purchaser or the Purchased Assets for any liability associated with the Excluded Assets. Neither this
5 Sale Order nor the APA shall confer any rights or remedies under the APA upon any person other
6 than the Debtors, Purchaser or the Guarantor, and, to the extent provided by the APA and the Shared
7 Assets Agreement, the purchaser of the Excluded Assets primarily used or held for use in the Pre-
8 Clinical Business, and their respective successors and assigns. Notwithstanding any other term or
9 provisions of this Sale Order, this Sale Order shall not abrogate, curtail or affect Purchaser's rights in
10 and to assets of the Sellers that are excluded from the Assets but are included in the assets
11 transferred to the purchaser under the asset purchase agreement (of even date with the APA)
12 pertaining to the Sellers' Pre-Clinical Business.

13 33. Purchaser (or the Guarantor) is not a "successor" to the Debtors or their estates by
14 reason of any theory of law or equity, and Purchaser (or the Guarantor) shall not assume, nor be
15 deemed to assume, or in any way be responsible for any liability or obligation of the Debtors and/or
16 their estates including, without limitation, any bulk-sales law, successor or vicarious liability or
17 similar liability except as otherwise expressly provided in the APA with respect to the Assumed
18 Liabilities. Neither the purchase of the Purchased Assets by Purchaser or its affiliates (including the
19 Guarantor) or designees, nor the fact that Purchaser or its affiliates (including the Guarantor) or its
20 designees are using any of the Purchased Assets previously operated by the Debtors, will cause
21 Purchaser or any of its affiliates (including the Guarantor) or designees, or any of their respective
22 business operations, to be deemed a successor to the Debtors or their businesses or business
23 operations.

24 34. Subject to the terms of the APA, the APA and any related agreements may be waived,
25 modified, amended, or supplemented by agreement of the Debtors and Purchaser and/or their
26 successors or assigns, without further action or order of the Court; provided, however, that any such
27 waiver, modification, amendment, or supplement is not material and substantially conforms to, and
28 effectuates the APA and any related agreements.

1 35. The failure to specifically include any particular provision of the APA or any related
2 agreements in this Sale Order shall not diminish or impair the effectiveness of such provision. It is
3 the intent of the Court, the Debtors, Purchaser and the Guarantor that the APA and any agreement
4 related thereto are authorized and approved in their entirety with such amendments thereto as may be
5 made by the parties in accordance with this Sale Order prior to the Closing.

6 36. To the extent any provisions of this Sale Order conflict with the terms and conditions
7 of the APA or the other documents and/or agreements contemplated thereby, this Sale Order shall
8 govern and control.

9 37. Nothing in this Sale Order shall alter or amend the APA or the obligations of the
10 Debtors, Purchaser or the Guarantor under the terms of the APA.

11 38. This Sale Order and the APA shall be binding on and govern the acts of all persons
12 and entities, including without limitation, the Debtors, Purchaser and the Guarantor, their respective
13 successors and permitted assigns, including, without limitation, any chapter 11 trustee now or
14 hereinafter appointed for the Debtors' estates or any trustee appointed in chapter 7 cases if these
15 cases are converted from chapter 11, all creditors of the Debtors (whether known or unknown), filing
16 agents, filing officers, title agents, recording agencies, secretaries of state, and all other persons and
17 entities who may be required by operation of law, the duties of their office or contract, to accept, file,
18 register, or otherwise record or release any documents or instruments related to the Purchased
19 Assets.

20 39. The provisions of this Sale Order are non-severable and mutually dependent.

21 40. Nothing in any order of this Court or contained in any plan of reorganization or
22 liquidation confirmed in these chapter 11 cases, or any order issued in any subsequent or converted
23 cases of the Debtors under chapter 7 or chapter 11 of the Bankruptcy Code, shall conflict with or
24 derogate from the provisions of the APA or the terms of this Sale Order.

25 41. Notwithstanding Bankruptcy Rules 6004, 6006, 7062, and 9021, this Sale Order shall
26 be effective and enforceable immediately upon entry and its provisions shall be self-executing. The
27 Debtors, Purchaser, the Guarantor and their successors and assigns are free to close under the APA
28 at any time, subject to the terms of the APA and, in doing so, shall be deemed to be acting in "good

1 faith” and shall be entitled to the protections of section 363(m) of the Bankruptcy Code with respect
2 to all transactions under and pursuant to the APA and/or this Sale Order.

3 42. The automatic stay under section 362(a) of the Bankruptcy Code shall not apply to
4 and otherwise shall not prevent the exercise or performance by any party of its rights or obligations
5 under the APA.

6 43. This Court shall retain exclusive jurisdiction to enforce the terms and provisions of
7 this Sale Order, the Sale Procedures Order, the APA in all respects and to decide any disputes
8 concerning this Sale Order, the APA, or the rights and duties of the parties hereunder or thereunder
9 or any issues relating to the APA and this Sale Order including, without limitation, the interpretation
10 of the terms, conditions, and provisions hereof and thereof, the status, nature, and extent of the
11 Purchased Assets and any Assumed Contracts and all issues and disputes arising in connection with
12 the relief authorized herein, inclusive of those concerning the transfer of the Purchased Assets free
13 and clear of all Encumbrances.

14 44. Pursuant to the APA and the asset purchase agreement with respect to the Pre-
15 Clinical Business of even date with the APA (the “Pre-Clinical APA”) the Debtors are selling all of
16 their bankruptcy estates’ assets except for those that are identified as “Excluded Assets” in both the
17 APA and the Pre-Clinical APA (all such assets, the “Combined Transaction Purchased Assets”).
18 Purchaser shall indemnify and hold harmless Sellers from any claim or liability (including attorneys’
19 fees and costs) arising out of a dispute between Purchaser (or Guarantor) and the purchaser under the
20 Pre-Clinical APA (the “Pre-Clinical Purchaser”) as to Transactions consummated or contemplated
21 under either the APA or the Pre-Clinical APA.

22 45. The provisions of this Sale Order and any actions taken pursuant hereto shall survive
23 entry of any order which may be entered (a) appointing a chapter 11 trustee in the cases of any of the
24 Debtors; (b) converting the Debtors’ chapter 11 cases to a chapter 7 cases; or (c) dismissing the
25 chapter 11 cases, and the terms and provisions of this Sale Order shall continue in full force and
26 effect notwithstanding the entry of such order or conversion or dismissal.

27 46. Concurrently with the Closing: (i) \$100,000 of the Purchase Price will be paid to the
28 Debtors for payment to CRS Capstone LLC (“Capstone”) in full and final satisfaction of Capstone’s

1 investment banking fee with respect to the transactions contemplated herein or otherwise; (ii)
2 \$25,000 will be paid to the Debtors for payment to judgment lien holder Technical Imaging
3 Solutions, LLC (“TIS”) which results in TIS’ consent to the Debtors’ sale of the Purchased Assets
4 and the Clinical Business to Purchaser free and clear of the TIS’ lien against such assets; (iii)
5 \$525,000 (i.e., in addition to the amounts set forth in clauses (i) and (ii) of this sentence) will, as has
6 been consented to by CRP, be paid to the Debtors’ estates for retention thereby as a carve out from
7 CRP’s collateral free and clear of any and all liens of CRP and/or Psilos or any of their affiliates and
8 therefore be considered unencumbered cash (the payments required under clauses (i) and (ii) above
9 shall be remitted to the Debtors’ account number 419137323 at JP Morgan Chase and, upon receipt,
10 shall be remitted by the Debtors to Capstone and TIS, respectively; the payment required under
11 clause (iii) above shall remitted to a segregated trust account maintained by the Debtors’ bankruptcy
12 counsel, Levene, Neale, Bender, Yoo & Brill L.L.P. (“LNBYB”), and therein maintained until the
13 earlier of (x) a written request to LNBYB by any chapter 11 or chapter 7 trustee appointed in the
14 Debtors’ cases for remittance of such funds to such trustee, or (y) further order of the Court); and
15 (iv) the remaining balance of the Purchase Price (\$2,405,000.00) will be indefeasibly paid to CRP
16 free and clear of any and all liens, claims, encumbrances and rights of setoff or recoupment and
17 applied by CRP against the Debtors’ outstanding secured indebtedness.

18 47. Notwithstanding anything else in this Sale Order, the Debtors; the Committee
19 (including any chapter 11 trustee or chapter 7 trustee solely in his, her or its capacity as successor to
20 the Committee’s rights under Paragraph 27 of the final order (the “Final DIP Order”) in these
21 chapter 11 cases approving debtor-in-possession financing (in such capacity, a “Successor
22 Plaintiff”)); CRP; Birch Hill Partners LLC; Psilos Group Partners III, LP (“Psilos III”); Psilos Group
23 Partners IIIA, LP (“Psilos IIIA”); Psilos Group Partners IIIB, LP (“Psilos IIIB”); Psilos Group
24 Partners IIIC, LP (“Psilos IIIC” and, collectively with Psilos III, Psilos IIIA and Psilos IIIB,
25 “Psilos”); James Calandra; Robert C. Ammerman; David Eichler; Albert Waxman; and their
26 respective affiliates, partners, members (other than the individual members of the Committee),
27 directors, officers, shareholders, principals, employees and agents (each, a “Paragraph 47 Party” and,
28 collectively, “Paragraph 47 Parties”) agree that neither this Sale Order nor any of the terms hereof

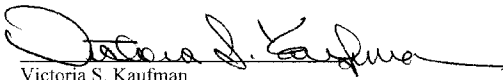
1 may be used as evidence for any purpose in the adversary proceeding Case Number 1:12-ap-01447-
2 VK (the "Adversary Proceeding"). For purposes of this Sale Order, the terms "affiliate", "principal"
3 and "agent" shall be construed as broadly as reasonably possible when determining whether a person
4 or entity not expressly included by name in the definition of "Paragraph 47 Parties" is a Paragraph
5 47 Party because such person or entity is an affiliate, principal or agent of Psilos or CRP. For
6 purposes of this Sale Order and the proscription upon utilization of this Order and the terms thereof,
7 the term "Adversary Proceeding" means litigation in this Court or in any other forum, whether it be a
8 state court or the United States District Court or such other forum to the extent that such litigation (i)
9 is prosecuted on behalf of the Debtors' estates by the Committee or a Successor Plaintiff; and (ii) is
10 limited to the claims now or hereafter pleaded by the Committee or a Successor Plaintiff; provided,
11 however, that nothing in this Paragraph 47 shall be, or shall be deemed to be, a waiver of the defense
12 that any claim now or hereafter pleaded by the Committee or a Successor Plaintiff in the Adversary
13 Proceeding is barred under the Final DIP Order. The proscription on utilization of the provisions of
14 the Sale Order in connection with the Adversary Proceeding includes, but is not limited to, any effort
15 to use this Sale Order to establish that Psilos or any person or entity affiliated with Psilos acted in
16 good faith in connection with Psilos' purchase of the Debtors' clinical business or the
17 characterization of any of Psilos' pre-petition or post-petition conduct. Neither this Sale Order, nor
18 the Order Granting Debtors' Assented to Motion For Entry of Order Approving Modification,
19 Assumption and Assignment Agreement Regarding Debtors' Agreements with GE Healthcare and
20 Related Matters (the "GE Transaction Order") entered in connection with the assumption and
21 assignment of the GE Healthcare contract, nor the Order Authorizing (1) Acquisition of Intellectual
22 Property assets of Gamma Medica-Ideas Norway AS; and (2) Sale of Claims Against and Equity
23 Interests in Gamma Medica-Ideas Norway Free and Clear of Liens, Claims and Interests (the
24 "Norway Transaction Order") entered in connection with the sale of stock and assets nor any terms
25 of such orders may be used in the Adversary Proceeding in argument or in any pleading, motion or
26 application, as direct evidence, in cross examination, or for impeachment or rebuttal, or as
27 demonstrative evidence, or as evidence to be relied on by an expert, and may not be used pursuant to
28 a request for judicial notice. The Adversary Proceeding will be litigated as if the Court did not enter

1 this Sale Order, the GE Transaction Order and/or the Norway Sale Order and nothing herein is
2 intended to limit, nor shall it limit, the right or ability of any Paragraph 47 Party to establish the
3 applicability or lack of applicability of Section 363(m) of the Bankruptcy Code to the transactions
4 approved in this Sale Order, provided that there may be no reference to the Sale Order, the GE
5 Transaction Order and/or the Norway Transaction Order or any of the terms thereof. This paragraph
6 does not preclude the Paragraph 47 Parties from conducting discovery and introducing evidence in
7 the Adversary Proceeding regarding the facts relating to Purchaser's purchase of the Purchased
8 Assets and the Clinical Business, including but not limited to, the purchase price, the identity and
9 value of assets that Purchaser received, the Asset Purchase Agreement and the Transaction
10 Documents (as defined in the APA) (excluding any references to this Sale Order), and the efforts by
11 Debtors to sell and the efforts by Psilos to purchase the clinical business; provided, however, that
12 any references to arms' length negotiation, or references of good faith or other, similar language
13 shall be redacted from any such documents and any references to the Committee's consent to any of
14 the transactions referenced in this Paragraph 47 shall also be redacted from such documents and the
15 Committee's consent to any of such transactions shall not be used for any purpose in the Adversary
16 Proceeding. The Paragraph 47 Parties acknowledge that this Sale Order (i) results in a compromise
17 pursuant to which funds are being provided to the Debtors' estates; (ii) provides for and effects the
18 finality of the sale of the Purchased Assets and the Clinical Business to the Purchaser and of the
19 assumption of the Assumed Contracts and the assignment thereof to the Purchaser; (iii) precludes,
20 whether in the Adversary Proceeding (as the claims therein are pleaded as of the date hereof and/or
21 as any claims therein (including, without limitation, any additional claims) are hereafter pleaded) or
22 otherwise, any injunctive relief, rescission, unwinding or similar or related equitable right or remedy
23 with respect to the (x) sale of the Purchased Assets and the Clinical Business to the Purchaser and/or
24 to the assignment of the Assumed Contracts to the Purchaser, (y) conduct of the business or
25 operations of the Purchaser upon and following the Closing, or (z) ownership of the outstanding
26 equity interests in the Purchaser. Notwithstanding the immediately preceding sentence, if the
27 Committee or a Successor Plaintiff obtains a money judgment in the Adversary Proceeding, the
28 Committee or a Successor Plaintiff shall have available to it all enforcement rights and remedies

1 available as a judgment creditor having a money judgment. The Paragraph 47 Parties
2 acknowledge that the terms of this Sale Order were reached by stipulation, and waive any right
3 to rely on the doctrines of res judicata, collateral estoppel, law of the case, Rooker-Feldman, or
4 any other common law or statutory doctrine with respect to the use of this Sale Order by any
5 other Paragraph 47 Party in the Adversary Proceeding; provided, however, such doctrines shall
6 apply in connection with the appeal of or collateral attack on this Sale Order and/or in
7 connection with any claim or litigation asserted, initiated or prosecuted by a person or entity
8 other than a Paragraph 47 Party. The Paragraph 47 Parties intend for this paragraph to be
9 binding on all parties subsequently named to the Adversary Proceeding (including, without
10 limitation, any Successor Plaintiff).

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24 Date: March 11, 2013


Victoria S. Kaufman
United States Bankruptcy Judge

NOTICE OF ENTERED ORDER AND SERVICE LIST

Notice is given by the court that a judgment or order entitled: **ORDER (1) APPROVING SALE OF THE DEBTORS' CLINICAL BUSINESS ASSETS FREE AND CLEAR OF ALL LIENS, ENCUMBRANCES, CLAIMS AND INTERESTS; (2) APPROVING DEBTORS' ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS AND DETERMINING CURE AMOUNTS; (3) WAIVING THE 14-DAY STAY PERIODS SET FORTH IN BANKRUPTCY RULES 6004(h) AND 6006(d); AND (4) GRANTING RELATED RELIEF** was entered on the date indicated as Entered on the first page of this judgment or order and will be served in the manner stated below:

1. SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): Pursuant to controlling General Orders and LBRs, the foregoing document was served on the following persons by the court via NEF and hyperlink to the judgment or order. As of **March 7, 2013**, the following persons are currently on the Electronic Mail Notice List for this bankruptcy case or adversary proceeding to receive NEF transmission at the email addresses stated below.

- Gregory J Aldisert galdisert@kwikalaw.com, lrutherford@kwikalaw.com
- Ron Bender rb@lnbyb.com
- David J Cook Cook@SqueezeBloodFromTurnip.com
- Brian D Fittipaldi brian.fittipaldi@usdoj.gov
- Amir Gamliel agamliel@perkinscoie.com, cmallahi@perkinscoie.com
- Barry S Glaser bglaser@swjlaw.com
- Marshall F Goldberg mgoldberg@glassgoldberg.com
- Michael J Goldberg goldberg@casneredwards.com, davis@casneredwards.com
- Patrick B Howell phowell@whdlaw.com
- Bradley D Jones bradley.d.jones@usdoj.gov
- Kaleb L Judy ecf@kleinlaw.com, kjudy@kleinlaw.com
- Steven J Kahn skahn@pszyjw.com
- Jeffrey A Krieger jkrieger@ggfirm.com, kwoodson@greenbergglusker.com;calendar@greenbergglusker.com;pporooshani@greenbergglusker.com
- Gregory A Martin gmartin@winston.com
- Krikor J Meshefejian kjm@lnrb.com
- Shai S Oved ssoesq@aol.com
- Justin E Rawlins jrawlins@winston.com, docketla@winston.com
- S Margaux Ross margaux.ross@usdoj.gov
- Scott A Schiff sas@soukup-schiff.com
- Alan D Smith adsmith@perkinscoie.com
- Derrick Talerico dtalerico@loeb.com, kpression@loeb.com
- Wayne R Terry wterry@hemar-rousso.com
- United States Trustee (SV) ustpreion16.wh.ecf@usdoj.gov
- Kimberly Walsh bk-kwalsh@oag.state.tx.us
- Jeanne C Wanlass jwanlass@loeb.com, kpression@loeb.com
- Corey R Weber ecf@ebg-law.com, cweber@ebg-law.com
- Joseph M Welch jwelch@buchalter.com, svanderburgh@buchalter.com;docket@buchalter.com;bkgroup@buchalter.com
- Rolf S Woolner rwoolner@winston.com
- Beth Ann R Young bry@lnbyb.com

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

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2. SERVED BY THE COURT VIA UNITED STATES MAIL: A copy of this notice and a true copy of this judgment or order was sent by United States mail, first class, postage prepaid, to the following persons and/or entities at the addresses indicated below:

Service information continued on attached page

3. TO BE SERVED BY THE LODGING PARTY: Within 72 hours after receipt of a copy of this judgment or order which bears an Entered stamp, the party lodging the judgment or order will serve a complete copy bearing an Entered stamp by United States mail, overnight mail, facsimile transmission or email and file a proof of service of the entered order on the following persons and/or entities at the addresses, facsimile transmission numbers, and/or email addresses stated below:

Service information continued on attached page

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