

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Notice of Release of Security Interest by Bankruptcy Order (Releases R/F: 4545/0574)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Crystal Financial LLC		11/14/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	The Scooter Store, Ltd.
Street Address:	1650 Independence Drive
City:	New Braunfels
State/Country:	TEXAS
Postal Code:	78132
Entity Type:	Limited Company: TEXAS

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	3017227	THE SCOOTER STORE
Registration Number:	2912774	THE SCOOTER STORE
Registration Number:	2714979	THE SCOOTER STORE
Registration Number:	2710502	THE SCOOTER STORE
Registration Number:	2623482	
Registration Number:	3393269	THE SCOOTER STORE GUARANTEED FREEDOM PRO
Registration Number:	3584192	ALLIANCE SEATING & MOBILITY
Registration Number:	3577475	ALLIANCE SEATING & MOBILITY
Registration Number:	2726371	SCOOTERS DIRECT FREEDOM DIRECTLY TO YOU
Registration Number:	2297631	TURNING DISABILITIES INTO POSSABILITIES

CORRESPONDENCE DATA

Fax Number:	2127514864
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CH \$265.00 3017227

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 212-906-1200
Email: angela.amaru@lw.com
Correspondent Name: Latham & Watkins LLP c/o Angela M. Amaru
Address Line 1: 885 Third Avenue
Address Line 2: Suite 1000
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	025147-0031
NAME OF SUBMITTER:	Angela M. Amaru
Signature:	/s/ Angela M. Amaru
Date:	12/19/2013

Total Attachments: 80

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

In re:	X	Chapter 11
THE SCOOTER STORE HOLDINGS, INC., <i>et al.</i> ,	:	Case No. 13-10904 (PJW)
Debtors.	:	Jointly Administered
	:	
	:	Ref. Docket Nos. 665 and 713
	X	

**CERTIFIED:
AS A TRUE COPY:
ATTEST:**

**DAVID D. BIRD, CLERK
U.S. BANKRUPTCY COURT.**

BY: *David D. Bird* *Blanco* 11-28-2013
Deputy Clerk

**ORDER: (I) APPROVING THE AGREEMENT FOR THE PRIVATE SALE
OF THE CUSTOMER LIST; (II) APPROVING THE PRIVATE SALE OF SUCH
CUSTOMER LIST; AND (III) AUTHORIZING RELATED RELIEF**

*Upon the Debtors' Emergency Motion for an Order: (i) Approving the Agreement
for the Private Sale of the Debtors' Customer List; (ii) Approving the Private Sale of Such
Customer List; and (iii) Authorizing Related Relief (the "Motion") and the Supplement to
Debtors' Motion for an Order: (i) Approving the Agreement for the Private Sale of the Debtors'*

¹ The Debtors in these cases, along with the last four digits of each Debtor's federal tax identification number, are: The SCOOTER Store Holdings, Inc. (7246); The SCOOTER Store – Albuquerque, L.L.C. (3265); The SCOOTER Store – Atlanta, L.L.C. (9883); The SCOOTER Store – Austin, LTD. (4716); The SCOOTER Store – Baltimore, L.L.C. (9884); The SCOOTER Store – Baton Rouge, L.L.C. (9886); The SCOOTER Store – Birmingham, L.L.C. (9887); The SCOOTER Store – Boca Raton, L.L.C. (9889); The SCOOTER Store – Boston, L.L.C. (9893); The SCOOTER Store – Charleston, L.L.C. (9894); The SCOOTER Store – Charlotte, L.L.C. (9902); The SCOOTER Store – Chicago, L.L.C. (2368); The SCOOTER Store – Concord, L.L.C. (9906); The SCOOTER Store – Dallas, LTD. (4717); The SCOOTER Store – Dayton, L.L.C. (8678); The SCOOTER Store – Denver, L.L.C. (9909); The SCOOTER Store – Des Moines, L.L.C. (1260); The SCOOTER Store – Detroit, L.L.C. (2358); The SCOOTER Store – Grand Rapids, L.L.C. (1291); The SCOOTER Store – Green Bay, L.L.C. (1832); The SCOOTER Store – Greenville, L.L.C. (9911); The SCOOTER Store – Hartford, L.L.C. (9912); The SCOOTER Store – Houston, LTD. (4718); The SCOOTER Store – Indianapolis, L.L.C. (8684); The SCOOTER Store – Jackson, L.L.C. (9914); The SCOOTER Store – Jacksonville, L.L.C. (9916); The SCOOTER Store – Kansas City, L.L.C. (8655); The SCOOTER Store – Knoxville, L.L.C. (9921); The SCOOTER Store – Las Vegas, L.L.C. (0038); The SCOOTER Store – Levittown, L.L.C. (9926); The SCOOTER Store – Lincoln, L.L.C. (N/A); The SCOOTER Store – Little Rock, L.L.C. (6425); The SCOOTER Store – Los Angeles, L.L.C. (1294); The SCOOTER Store – Louisville, L.L.C. (9930); The SCOOTER Store – Lubbock, LTD. (4720); The SCOOTER Store – Madison, L.L.C. (1829); The SCOOTER Store – Minneapolis, L.L.C. (9932); The SCOOTER Store – Mobile, L.L.C. (1466); The SCOOTER Store – Nashville, L.L.C. (9939); The SCOOTER Store – Oklahoma City, L.L.C. (6430); The SCOOTER Store – Orlando, L.L.C. (9943); The SCOOTER Store – Paterson, L.L.C. (9949); The SCOOTER Store – Philadelphia, L.L.C. (9945); The SCOOTER Store – Phoenix, L.L.C. (9950); The SCOOTER Store – Pittsburgh, L.L.C. (9952); The SCOOTER Store – Portland, L.L.C. (1922); The SCOOTER Store – Raleigh Durham, L.L.C. (6134); The SCOOTER Store – Richmond, L.L.C. (8676); The SCOOTER Store – Rochester, L.L.C. (9954); The SCOOTER Store – Sacramento, L.L.C. (1298); The SCOOTER Store – Salt Lake City, L.L.C. (1921); The SCOOTER Store – San Antonio, LTD. (4724); The SCOOTER Store – San Diego, L.L.C. (1296); The SCOOTER Store – San Francisco, L.L.C. (1293); The SCOOTER Store – Schenectady, L.L.C. (9958); The SCOOTER Store – Seattle, L.L.C. (1918); The SCOOTER Store – Shreveport, L.L.C. (9961); The SCOOTER Store – Springfield, L.L.C. (1834); The SCOOTER Store – St. Louis, L.L.C. (6975); The SCOOTER Store – Toledo, L.L.C. (8681); The SCOOTER Store – Tulsa, L.L.C. (6436); The SCOOTER Store – West Virginia, L.L.C. (8672); The SCOOTER Store – Wichita, L.L.C. (N/A); The SCOOTER Store – Wilkes-Barre, L.L.C. (9962); The SCOOTER Store, Inc. (7905); The SCOOTER Store – USA, Inc. (0608); The SCOOTER Store – Development, L.L.C. (5073); The SCOOTER Store Financial Services, L.L.C. (5481); The SCOOTER Store Aviation, L.L.C. (7185); TSS Management Company, Inc. (4241); TSS Investments, Inc. (4242); and The Scooter Store, LTD. (0039). The Debtors' mailing address is 1650 Independence Drive, New Braunfels, Texas 78132.

Customer List; (ii) Approving the Private Sale of Such Customer List; and (iii) Authorizing Related Relief (the "Motion Supplement"), and the Debtors² having conducted the Auction following which the Debtors, as provided in the Motion Supplement, determined that the bid of Purchaser was the highest or otherwise best offer for the Bid Assets, and Hoveround Corporation (the "Purchaser") having agreed to enter into the Agreement in the form attached hereto as Exhibit A, and due and sufficient notice having been given to all parties-in-interest; and any objections to the relief requested in the Motion having been withdrawn or resolved and to the extent not withdrawn or resolved, are hereby overruled; and it appearing that the Sale of the Acquired Assets to the Purchaser pursuant to the Agreement is in the best interests of the Debtors, their estates, creditors, and other parties-in-interest; and sufficient cause appearing therefor,

IT IS HEREBY FOUND AND DETERMINED THAT:

A. The findings and conclusions set forth herein and read into the record at the hearing on November 14, 2013 (the "Sale Hearing") constitute the Court's findings of fact and conclusions of law pursuant to Fed. R. Bankr. P. 7052, made applicable to this proceeding pursuant to Fed. R. Bankr. P. 9014 (the "Sale Findings").

B. The Court has jurisdiction over the Motion and the transactions contemplated by the Agreement pursuant to 28 U.S.C. §§ 157 and 1334, and this matter is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue of these cases and the Motion in this district is proper under 28 U.S.C. §§ 1408 and 1409.

C. As evidenced by the affidavits of service previously filed with the Court, and based on the representations of counsel at the Sale Hearing, (i) due, proper, timely, adequate

² Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Agreement.

and sufficient notice of the Motion, the Motion Supplement, the Sale Hearing and the Sale has been provided in accordance with sections 102(1), 363 and 365 of the Bankruptcy Code and Fed. R. Bankr. P. 2002, 6004 and 9014, to each party entitled thereto; (ii) such notice was good and sufficient, and appropriate under the particular circumstances; and (iii) no other or further notice of the Motion, the Sale Hearing or the Sale is or shall be required.

D. The Bidding Procedures were fair, reasonable, and appropriate and were designed to maximize recovery with respect to the Sale. The Debtors and their professionals conducted the Auction and sale process contemplated by the Bidding Procedures, including, without limitation, the Auction, without collusion and in accordance with the Bidding Procedures.

E. As demonstrated by (i) the testimony and other evidence proffered or adduced at the Sale Hearing, and (ii) the representations of counsel made on the record at the Sale Hearing, the Debtors marketed the Acquired Assets to numerous parties and engaged in negotiations with each party that submitted an offer and conducted the Auction. No further or other notice is required in connection with the Sale.

F. The Debtors (i) have full corporate power and authority to execute the Agreement and all other documents contemplated thereby, and the Sale by the Debtors has been duly and validly authorized by all necessary corporate action, (ii) have all of the corporate power and authority necessary to consummate the transactions contemplated by the Agreement, (iii) have taken all corporate action necessary to authorize and approve the Agreement and the consummation by the Debtors of the transactions contemplated thereby, and (iv) require no consents or approvals, other than those expressly provided for in the Agreement, to consummate such transactions.

G. The Debtors have demonstrated good, sufficient, and sound business purposes and justifications for requesting authority to enter into the Agreement and it is in the best interests of the Debtors, the Debtors' estates, their creditors, and other parties-in-interest to grant the relief requested in the Motion and authorize the Debtors entry into the Agreement.

H. To the extent any inconsistency arises between this Order and the Agreement, this Order shall control.

I. The Agreement was negotiated, proposed, and entered into by the Debtors and the Purchaser, in good faith and from arm's-length bargaining positions.

J. Under the facts and circumstances of these cases, the Purchase Price to be paid by the Purchaser under the Agreement is fair and reasonable and is the highest or otherwise best offer for the Acquired Assets.

K. The Purchaser is a buyer in good faith with respect to the Acquired Assets, as that term is used in 11 U.S.C. § 363(m). The Purchaser meets the standards of "good faith" which were enumerated by the United States Court of Appeals for the Third Circuit in *In re Abbotts Dairies of Pa., Inc.*, 788 F.3d 143 (3d Cir. 1986).

L. The Purchaser is not an "insider" of any of the Debtors, as that term is defined in Bankruptcy Code Section 101.

M. The consideration provided by the Purchaser for the Acquired Assets pursuant to the Agreement (i) (a) is reasonably equivalent value under the Bankruptcy Code and the Uniform Fraudulent Transfer Act, (b) is fair consideration under the Uniform Fraudulent Conveyance Act, and (c) is reasonably equivalent value, fair consideration and fair value under any other applicable laws of the United States, any state, territory or possession thereof, or the

District of Columbia; and (ii) will provide a greater recovery for the Debtors' creditors than would be provided by any other practical available alternative.

N. As of the Closing, pursuant and subject to the terms of the Agreement, the transfer of the Acquired Assets to the Purchaser will be a legal, valid, enforceable, and effective transfer of the Acquired Assets and will vest the Purchaser with all right, title, and interest of the Debtors in the Acquired Assets free and clear of all liens, claims, encumbrances and interests with all such liens, claims and encumbrances attaching to the proceeds of the Sale, with the same priority, validity, force and effect which they now have against the Acquired Assets, subject to any claims and defenses that the Debtors may possess with respect thereto.

O. The Purchaser would not have entered into the Agreement and would not consummate the transactions contemplated thereby, thus adversely affecting the Debtors, their estates, and their creditors, if the sale of the Acquired Assets was not free and clear of all liens, claims and encumbrances of any kind or nature whatsoever, or if the Purchaser would, or in the future could, be liable for any Liabilities of the Debtors.

P. The Debtors may sell the Acquired Assets free and clear of all liens, claims or encumbrances of any kind or nature whatsoever because, in each case, one or more of the standards set forth in Bankruptcy Code Section 363(f)(1)-(5) has been satisfied. Those holders of liens, claims or encumbrances who did not object, or who withdrew their objections, to the Sale or the Motion are deemed to have consented pursuant to Bankruptcy Code Section 363(f)(2). Those holders of liens, claims or encumbrances who did object fall within one or more of the other subsections of Bankruptcy Code Section 363(f) and are adequately protected by having their interests, if any, attach to the proceeds of the Sale with the same priority,

validity, force and effect which they now have against the Acquired Assets, subject to any claims and defenses that the Debtors may possess with respect thereto.

Q. To the fullest extent allowed by applicable law, neither the Purchaser nor any of its Affiliates is a successor to the Debtors or their bankruptcy estates by reason of any theory of law or equity, and neither the Purchaser nor any of its Affiliates, shall assume or in any way be responsible for any liability or obligation of any of the Debtors and/or their bankruptcy estates, except as otherwise expressly provided in the Agreement.

R. After giving due consideration to the facts, circumstances and conditions of the Sale, no showing was made that the sale of the Acquired Assets, subject to the terms of this Order, would violate applicable nonbankruptcy law, including any consumer privacy laws.

S. All of the requirements of 11 U.S.C. § 363 have been met with respect to the Sale.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED THAT:

1. The relief requested in the Motion is granted as set forth herein.
2. All objections to the Motion or the relief requested therein that have not been withdrawn, waived, or settled, and all reservations of rights included therein, hereby are overruled on the merits.

Approval of the Agreement and the Ancillary Agreements

3. The Agreement and the Ancillary Agreements, and all of the terms and conditions thereof, and each of the transactions contemplated therein are approved.
4. Pursuant to 11 U.S.C. § 363(b), the Debtors are authorized to perform their obligations under, and comply with, the terms of the Agreement and the Ancillary

Agreements, and consummate the sale of the Acquired Assets to the Purchaser pursuant to and in accordance with, the terms and conditions of the Agreement and the Ancillary Agreements.

5. The Debtors are authorized to execute and deliver, empowered to perform under, consummate, and implement, the Agreement and the Ancillary Agreements, together with all additional instruments and documents that may be reasonably necessary or desirable to implement the Agreement and the Ancillary Agreements, and to take all further actions as may be reasonably requested by the Purchaser for the purpose of assigning, transferring, granting, conveying, and conferring the Acquired Assets to the Purchaser, or as may be necessary or appropriate to the performance of the obligations as contemplated by the Agreement.

6. This Order and the Agreement shall be binding in all respects upon all creditors (whether known or unknown) of any Debtor, all successors and assigns of the Purchaser, the Debtors and their affiliates and subsidiaries, and any subsequent trustees appointed in the Debtors' chapter 11 cases, any liquidating trustee or upon a conversion to chapter 7 under the Bankruptcy Code. Nothing contained in any chapter 11 plan confirmed in these chapter 11 cases or the confirmation order confirming any such chapter 11 plan shall conflict with or derogate from the provisions of the Agreement, the Ancillary Agreements or this Order.

7. The Agreement, the Ancillary Agreements and any related agreements, documents, or other instruments may be modified, amended or supplemented by the parties thereto in a writing signed by both parties, and in accordance with the terms thereof, without further order of this Court, provided that (a) any such modification, amendment, or supplement does not have a material adverse effect on the Debtors' estates, (b) the Committee and the U.S. Trustee is provided with at least two (2) business days' notice of such modification, amendment

or supplement; provided, however, if the Committee or the U.S. Trustee raises an objection to any such modification, amendment or supplement, a hearing with respect to such objection shall be conducted by the Court to determine whether such modification, amendment, or supplement has a material adverse effect on the Debtors' estates.

Transfer of Assets

8. The Purchaser understands and agrees that, except as expressly set forth in this Order and the Agreement, the Debtors are conveying their rights to the Acquired Assets "as is".

9. Pursuant to 11 U.S.C. § 363(f), the sale of the Acquired Assets to the Purchaser is free and clear of all liens, claims, interests, or encumbrances on the Acquired Assets, and all such liens, claims, interests or encumbrances whatsoever shall attach to the proceeds of the Sale, with the same priority, validity, force and effect which they now have against the Acquired Assets, subject to any claims and defenses that the Debtors may possess with respect thereto. The Purchasers are not assuming any Liabilities.

10. Except as expressly permitted or otherwise specifically provided by the Agreement or this Order, all persons and entities, including, but not limited to, all lenders, debt security holders, equity security holders, governmental, tax, and regulatory authorities (with respect to such governmental, tax and regulatory authorities, to fullest extent allowed by applicable law), parties to executory contracts, customers, lenders, trade and other creditors, holding liens, claims or interests of any kind or nature whatsoever against or in the Debtors or the Acquired Assets conveyed as of the date hereof (whether legal or equitable, secured or unsecured, matured or unmatured, contingent or non-contingent, senior or subordinated) arising under or out of, in connection with, or in any way relating to, the Debtors, the Acquired Assets,

the operation of the Debtors' business prior to the closing of the Sale, or the transfer of the Acquired Assets to the Purchaser, hereby are forever barred, estopped, and permanently enjoined from asserting against the Purchaser, its successors, designees or assigns, its property, or the Acquired Assets conveyed in accordance with the Agreement, such persons' or entities' liens, claims, interests or encumbrances.

11. The transfer of the Acquired Assets to the Purchaser pursuant to the Agreement shall constitute a legal, valid, and effective transfer of such Acquired Assets as of the closing of the Sale, and shall vest the Purchaser with all right, title, and interest of the Debtors in and to the Acquired Assets free and clear of all liens, claims and interests of any kind or nature whatsoever.

12. The Debtors are authorized to execute and file such statements, instruments, releases, and other documents on behalf of any person or entity asserting, or who has asserted, any liens, claims, interests, or encumbrances with respect to the Acquired Assets and the Purchaser is authorized to file, register, or otherwise record a certified copy of this Order which, once filed, registered, or otherwise recorded, shall constitute conclusive evidence of the release of all liens, claims, encumbrances, and interest of any kind or nature whatsoever in the Acquired Assets.

13. The Purchaser is hereby deemed to be a good faith purchaser of the Acquired Assets and is entitled to the protections of 11 U.S.C. § 363(m).

Additional Provisions

14. No party that submitted a bid for the Acquired Assets shall be entitled to any break-up fee or expense reimbursement.

15. A copy of the "Notice of Privacy Practices" distributed to purchasers of Debtors' products is attached as Exhibit B. Exhibit B applies to "Protected Health Information," as defined under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") Privacy Rule. Debtors and the Purchaser, are and each of them, "Covered Entities" under HIPAA. This sale of the Acquired Assets therefore does not involve the "[s]ale of protected health information" under HIPAA. *See* 45 C.F.R. 164.502(a)(5)(ii)(B)(2).

16. As contemplated in the Agreement and subject to the terms of this Order, the sale to the Purchaser of personally identifiable information (as such term is defined in section 101(41A) of the Bankruptcy Code, "PII") about individuals is consistent with the privacy policies of the Debtors in effect on the date of commencement of the Cases.

17. From and after the Closing Date, Purchaser shall comply with Debtors' privacy policies regarding the use or disclosure of personal information acquired under the transaction, and applicable laws with respect to use or disclosure of personally identifiable information transferred under the Agreement. The appointment of a consumer privacy ombudsman pursuant to Bankruptcy Code section 363(b)(1) is not required.

18. The consideration provided by the Purchaser for the Acquired Assets under the Agreement constitutes reasonably equivalent value and fair consideration under the Bankruptcy Code and under the laws of the United States, any state, territory, possession, and the District of Columbia.

19. The consideration provided by the Purchaser for the Acquired Assets under the Agreement is fair and reasonable and may not be avoided under Bankruptcy Code Section 363(n). Based on the evidence submitted at the hearing, the Court finds that neither the Purchaser nor any of its affiliates engaged in any conduct that would cause or permit the

Agreement or the consummation of the transactions contemplated thereby to be avoided, or costs or damages to be imposed, under Bankruptcy Code Section 363(n).

20. On the closing of the Sale, each of the Debtors' creditors is authorized and directed to execute such documents and take all other actions as may be necessary to release its liens, claims, interests or encumbrances in the Acquired Assets, if any, as such interests may have been recorded or may otherwise exist.

21. This Order (a) shall be effective as a determination that, upon the closing of the Sale, all Interests of any kind or nature whatsoever existing as to the Acquired Assets prior to the closing of the Sale have been unconditionally released, discharged and terminated, and that the conveyances described herein have been effected and (b) shall be binding upon and shall govern the acts of all entities including without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal, state, and local officials, and all other persons and entities who may be required by operation of law, the duties of their office, or contract, to accept, file, register or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any of the Acquired Assets.

22. The Purchaser shall have no liability or responsibility for any liability or other obligation of the Debtors arising under or related to the Acquired Assets or otherwise.

23. Following the closing of the Sale, no holder of a lien, claim, interest or encumbrance in the Debtors or the Acquired Assets shall interfere with the Purchaser's title to or use and enjoyment of the Acquired Assets based on or related to such lien, claim, interest or encumbrance, or any actions that the Debtors may take in their chapter 11 cases.

24. The fourteen (14) day stay pursuant to Bankruptcy Rule 6004(h) is waived and this Order shall be effective immediately.

25. The terms and provisions of the Agreement and this Order shall be binding in all respects upon, and shall inure to the benefit of, the Debtors, their estates, and their creditors, the Purchaser, and their respective affiliates, successors and assigns, and any affected third parties including, but not limited to, all persons asserting liens, claims, interests or encumbrances in the Acquired Assets to be sold to the Purchaser pursuant to the Agreement, notwithstanding any subsequent appointment of any trustee(s) under any chapter of the Bankruptcy Code, as to which trustee(s) such terms and provisions likewise shall be binding..

26. The Debtors and the Purchaser are authorized to take any and all actions as may be necessary or desirable to implement the Agreement and each of the transactions contemplated thereunder.

27. The failure specifically to include any particular provisions of the Agreement in this Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court that the Agreement and the Ancillary Agreements be authorized and approved in their entirety.

28. This Court hereby retains jurisdiction over the Purchaser and the Debtors to enforce the Agreement and any Ancillary Agreements.

29. Absent further order of this Court and notwithstanding any provision in any agreement with a Purchaser to the contrary, Customer Data shall be securely maintained and safeguarded, including as required by the HIPAA, 42 U.S.C. § 1320, et seq., and the HIPAA Security Rule, and shall only be used for the following exclusive purposes: (i) to retain as required by law in connection with any pending government investigation, enforcement

proceedings, or other pending or threatened litigation, (ii) to provide to a chapter 7 trustee in the event that one is appointed in these cases for the exclusive purposes of winding down the Debtors' estates, including in furtherance of collective accounts receivable, settling contracts and related claims, and selling inventory, and (iii) for purposes of winding down the Debtors' estates, including in furtherance of collective accounts receivable, settling contracts and related claims, and selling inventory; provided, however, that any Customer leads contained in the Customer List shall not be disclosed or used for any of the foregoing purposes other than with item (i) above. In no event shall the Debtors or their successors, including, without limitation, any chapter 7 trustee, any chapter 11 trustee or any liquidating trustee use or permit anyone else to use the Customer List for any purpose not associated with items (i) through (iii) of the previous sentence. Notwithstanding any provision in any agreement with a Purchaser to the contrary, the Debtors shall not destroy any records or other information absent an order of the Court upon notice to all parties in interest, including the Office of the U.S. Trustee, the U.S. Department of Justice, the Purchaser and CMS and any chapter 7 trustee or chapter 11 trustee that is appointed. Upon entry of a Court order, the Debtors covenant that they shall destroy, erase and/or purge all Customer Data, wherever stored, whether in paper or electronic form, on any portable or other media including databases, files, servers, hard drives and any other mediums of Sellers in their possession upon the conclusion of the enumerated post-Closing purposes outlined in herein, and following such destruction, erasure and/or purge, shall deliver an officer's certificate to Purchaser, duly executed by an authorized officer of Sellers, certifying the same. While in the possession, custody or control of the Debtors, and each of them, the Customer Data, which includes Protected Health Information as defined in HIPAA, shall be securely maintained and safeguarded, including as required by the HIPAA and the Security Rule promulgated thereunder.

For the avoidance of doubt, any servers or other hardware on which Customer Data is stored in any form, if sold or otherwise transferred to third parties, shall first be completely purged of any and all data comprising any part of the Bid Assets.

30. The Debtors and their successors, including, without limitation, any chapter 7 trustee, chapter 11 trustee or any liquidating trustee shall provide the Purchaser at the address and in the manner specified in the Agreement with at least 20 days' notice prior to the sale, transfer, abandonment or other disposition of any server or other hardware on which Customer Data is stored.

31. Nothing in this Order or the Agreement affects the Purchaser's obligations under applicable laws. The Purchaser also acknowledges that it is a "covered entity" as defined by the HIPAA, and agrees to be bound by all applicable regulations related thereto, including those set forth at 45 C.F.R. Parts 160 and 164.

Dated: Wilmington, Delaware

Nov. 14, 2013



Peter J. Walsh
United States Bankruptcy Judge

Exhibit A

Agreement

FIRST AMENDED AND RESTATED ASSET PURCHASE AGREEMENT

dated as of November 14, 2013

among

**THE SCOOTER STORE HOLDINGS, INC.
THE SCOOTER STORE, INC.
THE SCOOTER STORE – USA, INC.**

and

HOVEROUND CORPORATION

and

BGE1, LLC

and

THE OTHER SELLERS NAMED HEREIN

DB1/ 74294356.5

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**TRADEMARK
REEL: 005178 FRAME: 0528**

FIRST AMENDED AND RESTATED ASSET PURCHASE AGREEMENT

This FIRST AMENDED AND RESTATED ASSET PURCHASE AGREEMENT (this "Agreement"), dated as of November 14, 2013 (the "Execution Date"), is made by and between (i) Hoveround Corporation ("Purchaser"), a Florida corporation, (ii) BGE1, LLC, a Delaware limited liability Company ("BGE1") and (iii) The Scooter Store Holdings, Inc., The Scooter Store, Inc., the Scooter Store – USA, Inc. and each of its subsidiaries listed on the signature page of this Agreement (each a "Seller" and collectively, "Sellers").

RECITALS

WHEREAS, Sellers conduct the business of supplying power wheelchairs, scooters and related assistance devices for those with mobility limitation, and all operations incident thereto (collectively, the "Business");

WHEREAS, on April 15, 2013, Sellers each filed separate voluntary petitions for reorganization relief pursuant to Chapter 11 of Title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (the "Bankruptcy Code") in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") and such cases (the "Bankruptcy Cases") are being administratively consolidated for procedural purposes under Case No. 13-10904 (PJW);

WHEREAS, on October 17, 2013, Sellers filed a motion with the Bankruptcy Court seeking, among other things, the Bankruptcy Court's approval of the Bankruptcy Sale Order;

WHEREAS, on October 23, 2013, Sellers and BGE1 entered into that certain Asset Purchase Agreement (the "Original Agreement"), pursuant to which, Sellers agreed to sell, transfer and assign to BGE1, and BGE1 agreed to acquire from Sellers, pursuant to Section 363 of the Bankruptcy Code, the Acquired Assets (as defined in the Original Agreement);

WHEREAS, Sellers, BGE1 and Purchaser desire to amend and restate the Original Agreement in its entirety to (a) provide for the (i) assignment by BGE1 of all of its rights and obligations under the Original Agreement to Purchaser pursuant to Section 11.3 of the Original Agreement and (ii) full and complete release and discharge of BGE1 from all of its liabilities and obligations under the Original Agreement and (b) make certain other amendments to the terms and provisions of the Original Agreement;

WHEREAS, the board of directors, board of managers or applicable governing body of each Seller has determined that it is advisable and in the best interests of their respective estates and the beneficiaries of such estates to consummate the transactions provided for herein pursuant to the Bankruptcy Sale Order and has approved this Agreement; and

WHEREAS, the transactions contemplated by this Agreement are subject to the approval of the Bankruptcy Court and will be consummated only pursuant to the Bankruptcy Sale Order to be entered in the Bankruptcy Cases.

NOW, THEREFORE, in consideration of the foregoing and their respective representations, warranties, covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Sellers, BGE1 and Purchaser hereby amend and restate the Original Agreement in its entirety as follows:

ARTICLE 1
ASSIGNMENT OF ORIGINAL AGREEMENT; DEFINITIONS

1.1 Assignment of Original Agreement to Purchaser; Release of BGE1 from Original Agreement. In accordance with Section 11.3 of the Original Agreement, BGE1 hereby assigns and transfers all of its rights and obligations in, to and under the Original Agreement (as such rights and obligations shall be amended and restated in their entirety by this Agreement) to Purchaser, and Purchaser hereby accepts, assumes and agrees to perform all of such rights and obligations, as they shall be amended and restated in their entirety hereby. In furtherance thereof, Sellers hereby consent to such assignment and forever release and discharge in full BGE1 from any liability or obligations it may have under the Original Agreement or this Agreement.

1.2 Certain Terms Defined. As used in this Agreement, the following terms have the following meanings:

“Acquired Assets” means (i) the Customer List and all intellectual property and proprietary rights embodied therein or otherwise directly relating thereto; (ii) the Intellectual Property Assets, including the Intellectual Property set forth on Exhibit C; (iii) all log-in and admin rights, passwords and other credentials of Sellers related to each website located at a URL or domain name owned by any Seller that is related to the Business (“Seller Website”); (iv) to the extent any Seller Website is hosted on a server not owned by any Seller (a “Third Party Server”), all of Sellers’ right, title and interest in, to and under the use of or access to any such Third Party Server and any data located thereon (whether Sellers’ rights thereto are pursuant to a contract, agreement or arrangement with the owner of the Third Party Server or otherwise); and (v) any past, present or future claims or causes of action arising out of or related to any infringement, misappropriation, dilution or other violation of any of the foregoing, and the right to sue or otherwise recover and retain damages, costs and attorneys’ fees therefor and any other rights relating to any of the foregoing; and (vi) all copies and tangible embodiments of all of the foregoing (in whatever form or medium).

“Affiliate” means, with respect to any Person, any other Person that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person, and the term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct the management and policies of such Person, whether through ownership of voting securities, by contract or otherwise.

“Agreement” has the meaning set forth in the Preamble.

“Ancillary Agreement” means any agreement, document or instrument (other than this Agreement) that any Seller or Purchaser, as applicable, enters into or delivers in connection with the consummation of the transactions contemplated hereby.

“Assignment and Bill of Sale” means the Assignment and Bill of Sale in substantially the form annexed hereto as Exhibit A evidencing the assignment to Purchaser of the Acquired Assets.

“Assignments of Copyrights” means the Assignments of Copyrights substantially in the form annexed hereto as Exhibit F.

“Assignments of Trademarks” means the Assignment of U.S. Trademarks substantially in the form annexed hereto as Exhibit D and the Assignment of Non-U.S. Trademarks substantially in the form annexed hereto as Exhibit E.”

“Bankruptcy Cases” has the meaning set forth in the Recitals.

"Bankruptcy Code" has the meaning set forth in the Recitals.

"Bankruptcy Court" has the meaning set forth in the Recitals.

"Bankruptcy Sale Order" means a final, non-appealable order of the Bankruptcy Court, in the form attached hereto as Exhibit B with such changes as Purchaser may have approved in its sole and absolute discretion that has not been stayed, vacated or stayed pending appeal, authorizing, in addition to the matters referred to in Section 7.13, the sale of the Acquired Assets to Purchaser upon the terms and subject to the conditions contained in this Agreement.

"Business" has the meaning set forth in the Recitals.

"Business Day" means any day other than Saturday, Sunday and any day that is a legal holiday or a day on which banking institutions in New York or Delaware are authorized by Law or other governmental action to close.

"Closing" has the meaning set forth in Section 9.1.

"Closing Date" has the meaning set forth in Section 9.1.

"Customer List" means all customer lists, data and other information collected or maintained by or on behalf of Sellers with respect to past, existing, and/or potential customers for any Seller's products (each, a "Customer"), including but not limited to information maintained in any lead generation or customer relationship management systems of The SCOOTER Store, purged by Sellers of all fields of data relating to each Customer other than the following: (i) name; (ii) physical / postal address; (iii) email address; (iv) date(s) of purchase/rental (since 2006); (v) full name of product(s) purchased or rented (since 2006); (vi) payors (e.g. Medicare or Medicaid); and (vii) as to any Customer leads, date of inquiry; provided, however, "Customer List" shall not include the email address of any Customer who has previously communicated to Sellers a preference to opt out of commercial electronic mail messages, as defined under the US CAN SPAM Act.

"Customer Data" means all customer lists, data, Customer Modeling Information, and other information collected or maintained by or on behalf of Sellers with respect to Customers, inclusive of any data deleted in the purge of any data other than the information described in clauses (i) through (vii) of the definition of "Customer List".

"Customer Modeling Information" means any and all aggregated customer list data modeling information, reports or findings, in each case, which cannot be re-identified to any natural person, either in the possession of Sellers or held by third parties.

"Electronic Delivery" has the meaning set forth in Section 11.12.

"Execution Date" means has the meaning set forth in the Preamble.

"final, non-appealable" (including, with correlative meaning, the term "final and non-appealable") means, with respect to any Order or other action of a Governmental Authority, an Order or other action (a) as to which no appeal, notice of appeal, motion to amend or make additional findings of fact, motion to alter or amend judgment, motion for rehearing or motion for new trial has been timely filed or, if any of the foregoing has been timely filed, it has been disposed of in a manner that upholds and affirms the subject order in all material respects without the possibility for further appeal or rehearing thereon; and (b) as to which the time for instituting or filing an appeal, motion for rehearing or motion for

new trial shall have expired, excluding any additional time periods that may begin as a result of Rule 60(b) of the Federal Rules of Civil Procedure.

“Governmental Authority” means any federal, state, local court, tribunal, governmental department, agency, board or commission, regulatory, taxing or supervisory authority, or other administrative, governmental or quasi-governmental body, subdivision or instrumentality.

“Intellectual Property” means all intellectual property and proprietary rights, including all of the following and similar intangible property and related proprietary rights, interests and protections, however arising, pursuant to the Laws of any jurisdiction throughout the world: (a) trademarks, service marks, trade names, brand names, logos, trade dress and other proprietary indicia of goods and services, whether registered or unregistered, and all registrations and applications for registration of such trademarks, including intent-to-use applications, all issuances, extensions and renewals of such registrations and applications, and all translations, adaptations, variations, derivations and combinations thereof, and the goodwill connected with the use of and symbolized by any of the foregoing; (b) internet domain names, whether or not trademarks, registered in any top-level domain by any authorized private registrar or Governmental Authority; (c) original works of authorship in any medium of expression, whether or not published, all copyrights (whether registered or unregistered), all registrations and applications for registration of such copyrights, and all issuances, extensions and renewals of such registrations and applications, and all website content; (d) confidential information, formulas, designs, devices, technology, know-how, research and development, inventions, methods, processes, compositions and other trade secrets, whether or not patentable; and (e) patented and patentable designs and inventions, all design, plant and utility patents, letters patent, utility models, pending patent applications and provisional applications and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals of such patents and applications.

“Intellectual Property Assets” means all Intellectual Property that is owned by Sellers and used in or necessary for the conduct of the Business as currently conducted.

“Law” means any law, statute, ordinance, regulation, rule, code or rule of common law or otherwise of, or any order, judgment, injunction or decree issued, promulgated, enforced or entered by, any Governmental Authority.

“Liability” means any liability (whether known or unknown, whether asserted or unasserted, whether absolute or contingent, whether accrued or unaccrued, whether liquidated or unliquidated, and whether due or to become due and regardless of when asserted), including any liability for Taxes.

“Lien” as applied to any Person means any lien, encumbrance, pledge, mortgage, deed of trust, security interest, claim, lease, charge, option, right of first refusal, easement, servitude, proxy, voting trust or agreement, transfer restriction under any shareholder or similar agreement or encumbrance or any other right of a third party in respect of an asset owned, used or possessed by any Seller or against any Seller entity.

“Order” means any order, writ, judgment, injunction, decree, stipulation, determination, decision, verdict, ruling, subpoena, or award entered by or with any Governmental Authority (whether temporary, preliminary or permanent).

“Person” means any individual, corporation, partnership, limited liability company, firm, joint venture, association, joint-stock company, trust, unincorporated organization or Governmental Authority or other entity.

“Proceeding” means any judicial, administrative or arbitral actions, suits, proceedings (public or private) or claims or any proceedings by or before a Governmental Authority.

“Purchase Price” has the meaning set forth in Article 3.

“Purchaser” has the meaning set forth in the Preamble.

“Seller” and “Sellers” have the meaning set forth in the Preamble.

“Sellers’ Privacy Policies” means any and all written policies of Sellers communicated or disclosed to Customers concerning the collection, use, storage, handling, or disclosure of personally identifiable information or “protected health information” (as defined in the federal law known as the Health Insurance Portability and Accountability Act (HIPAA)) about the Customers.

“Termination Date” has the meaning set forth in Section 10.1(c).

1.3 Interpretation. When a reference is made in this Agreement to a section or article, such reference shall be to a section or article of this Agreement unless otherwise clearly indicated to the contrary.

(a) Whenever the words “include,” “includes” or “including” are used in this Agreement they shall be deemed to be followed by the words “without limitation.”

(b) The words “hereof,” “herein” and “herewith” and words of similar import shall, unless otherwise stated, be construed to refer to this Agreement as a whole and not to any particular provision of this Agreement, and article, section, paragraph, exhibit and schedule references are to the articles, sections, paragraphs, exhibits and schedules of this Agreement unless otherwise specified.

(c) The meaning assigned to each term defined herein shall be equally applicable to both the singular and the plural forms of such term. Where a word or phrase is defined herein, each of its other grammatical forms shall have a corresponding meaning.

(d) A reference to any party to this Agreement or any other agreement or document shall include such party’s successors and permitted assigns.

(e) A reference to any legislation or to any provision of any legislation shall include any amendment to, and any modification or reenactment thereof, any legislative provision substituted therefore and all regulations and statutory instruments issued thereunder or pursuant thereto.

(f) When calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period shall be excluded. If the last day of such period is a non-Business Day, the period in question shall end on the next succeeding Business Day.

(g) Any reference in this Agreement to \$ shall mean U.S. dollars.

(h) The parties hereto have participated jointly in the negotiation and drafting of this Agreement and, in the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as jointly drafted by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement.

ARTICLE 2
PURCHASE AND SALE OF THE ACQUIRED ASSETS

2.1 Purchase and Sale of Acquired Assets. Pursuant to Sections 105 and 363 of the Bankruptcy Code, on the terms and subject to the conditions set forth in this Agreement, at the Closing, Purchaser shall purchase, acquire and accept from Sellers, and Sellers shall sell, transfer, assign, convey and deliver to Purchaser, all of Sellers' right, title and interest in, to and under the Acquired Assets, free and clear of all Liens.

2.2 Excluded Liabilities. Purchaser will not assume and will be deemed not to have assumed, and Sellers will remain liable with respect to, any Liabilities of Sellers. Without limiting the foregoing, Purchaser shall not be obligated to assume, and does not assume, and hereby disclaims all Liabilities of Sellers.

2.3 Further Conveyances and Assumptions. From time to time following the Closing, Sellers and Purchaser shall, and shall cause their respective Affiliates to, execute, acknowledge and deliver all such further conveyances, notices, assumptions, assignments, releases and other instruments, and shall take such further actions, as may be reasonably necessary or appropriate to assure fully to Purchaser and its respective successors or assigns, all of the properties, rights, titles, interests, estates, remedies, powers and privileges intended to be conveyed to Purchaser under this Agreement and to otherwise make effective the transactions contemplated hereby.

ARTICLE 3
CONSIDERATION

In consideration of the sale of the Acquired Assets to Purchaser, and upon the terms and subject to the conditions hereinafter set forth, the purchase price (the "Purchase Price") for the Acquired Assets shall be an amount in cash equal to Three Hundred Fifty Thousand Dollars (\$350,000), payable on the Closing Date in immediately available funds to an account or accounts designated by the Sellers.

ARTICLE 4
REPRESENTATIONS AND WARRANTIES OF SELLERS

Sellers hereby represent and warrant to Purchaser as follows:

4.1 Corporate Organization. Each Seller is duly organized, validly existing and in good standing under the Laws of its state of incorporation or formation and has all necessary power and authority to own, lease and operate its properties and to conduct its business in the manner in which its business is currently being conducted.

4.2 Authorization of Agreement. Subject to entry of the Bankruptcy Sale Order:

(a) each Seller has, or at the time of execution will have, all necessary power and authority to execute and deliver this Agreement and each Ancillary Agreement to which such Seller is or will become a party and to perform its obligations hereunder and thereunder;

(b) the execution, delivery and performance of this Agreement and each Ancillary Agreement to which a Seller is or will become a party and the consummation of the transactions contemplated hereby and thereby have been, or at the time of execution will be, duly authorized by all necessary action on the part of such Seller and no other Proceedings on the part of Sellers are necessary to authorize such execution, delivery and performance; and

(c) this Agreement and each Ancillary Agreement to which a Seller is or will become a party have been, or when executed will be, duly and validly executed and delivered by such Seller and (assuming the due authorization, execution and delivery by the other parties hereto or thereto) this Agreement and each Ancillary Agreement to which a Seller is or will become a party constitutes, or will constitute, when executed and delivered, the valid and binding obligation of such Seller enforceable against such Seller in accordance with its respective terms, subject to general principles of equity, including principles of commercial reasonableness, good faith and fair dealing (regardless of whether enforcement is sought in a Proceeding at Law or in equity).

4.3 Conflicts; Consents of Third Parties.

(a) The execution, delivery and performance by each Seller of this Agreement and each Ancillary Agreement, the consummation of the transactions contemplated hereby and thereby, or compliance by each Seller with any of the provisions hereof or thereof do not, or will not at the time of execution, result in the creation of any Lien upon the Acquired Assets and do not, or will not at the time of execution, conflict with, or result in any violation of or default (with or without notice or lapse of time, or both) under, or give rise to a right of payment, termination, modification, acceleration or cancellation under any provisions of: (i) such Seller's certificates of incorporation, bylaws or comparable organizational documents of such Seller, (ii) subject to entry of the Bankruptcy Sale Order, any Permit to which such Seller is a party or by which any of the Acquired Assets are bound, (iii) subject to entry of the Bankruptcy Sale Order, any order, writ, injunction, judgment or decree of any Governmental Authority applicable to such Seller or any of the Permits, licenses, rights, properties or assets of such Seller as of the date hereof, or (iv) subject to entry of the Bankruptcy Sale Order, any applicable Law.

(b) Subject to entry of the Bankruptcy Sale Order, no consent, waiver, approval, order, Permit or authorization of, or declaration or filing with, or notification to, any Person or Governmental Authority is required on the part of any Seller in connection with the execution, delivery and performance of this Agreement or any other agreement, document or instrument contemplated hereby or thereby to which it is or will become a party, the compliance by such Seller with any of the provisions hereof or thereof, the consummation of the transactions contemplated hereby or thereby, or the assignment or conveyance of the Acquired Assets; except for the entry of the Bankruptcy Sale Order.

4.4 Title to Acquired Assets. Except as set forth on Schedule 4.4, upon each Seller's information and belief, Sellers have good, valid, marketable and undivided title to the Acquired Assets free and clear of all Liens, other than Liens created by Purchaser, and, subject to entry of the Bankruptcy Sale Order, Purchaser will be vested, to the maximum extent permitted by Sections 363 of the Bankruptcy Code, with good, valid, marketable and undivided title to the Acquired Assets free and clear of all Liens, other than Liens created by Purchaser. Upon each Seller's information and belief, the Customer List constitutes a complete list of every Customer since the inception of the Business known to the Sellers as of the date hereof.

4.5 Sellers' Privacy Policies. Sellers have provided Purchaser true and correct copies of the Sellers' Privacy Policies. Upon each Seller's information and belief, the consummation of the transactions contemplated by this Agreement will not violate any of the Sellers' Privacy Policies, or violate any applicable Laws relating to the use, dissemination or transfer of the Acquired Assets.

4.6 No Brokers or Finders. No agent, broker, finder or investment or commercial banker, or other Person or firm engaged by, or acting on behalf of, any of Sellers in connection with the negotiation, execution or performance of this Agreement or the transactions contemplated by this Agreement, other than as set forth on Schedule 4.5, the fees and expenses of which Sellers shall bear, is or will be entitled to

any brokerage or finder's or similar fees or other commissions as a result of this Agreement or such transaction.

4.7 Warranties Are Exclusive. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, SELLERS MAKE NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AT LAW OR IN EQUITY, IN RESPECT OF THE BUSINESS OR ANY OF THEIR ASSETS (INCLUDING THE ACQUIRED ASSETS), LIABILITIES OR OPERATIONS, INCLUDING, WITH RESPECT TO MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, OR NON-INFRINGEMENT, AND ANY SUCH OTHER REPRESENTATIONS OR WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED AND NONE SHALL BE IMPLIED AT LAW OR IN EQUITY. SELLERS MAKE NO REPRESENTATIONS OR WARRANTIES TO PURCHASER REGARDING THE PROBABLE SUCCESS OR PROFITABILITY OF THE BUSINESS. THE DISCLOSURE OF ANY MATTER OR ITEM IN ANY SCHEDULE HERETO WILL NOT BE DEEMED TO CONSTITUTE AN ACKNOWLEDGMENT THAT ANY SUCH MATTER IS REQUIRED TO BE DISCLOSED OR IS MATERIAL OR THAT SUCH MATTER WOULD RESULT IN A MATERIAL ADVERSE EFFECT.

ARTICLE 5 REPRESENTATIONS AND WARRANTIES OF PURCHASER

Purchaser represents and warrants to Sellers as follows:

5.1 Corporate Organization. Purchaser is a corporation duly organized, validly existing and in good standing under the Laws of the State of Florida and has all requisite corporate power and authority to own its properties and assets and to conduct its business as now conducted.

5.2 Authorization and Validity. Purchaser has, or at the time of execution will have, all necessary corporate power and authority to execute and deliver this Agreement and any Ancillary Agreement to which Purchaser is or will become a party and to perform its obligations hereunder and thereunder. The execution and delivery of this Agreement and any Ancillary Agreement to which Purchaser is or will become a party and the performance of Purchaser's obligations hereunder and thereunder have been, or at the time of execution will be, duly authorized by all necessary action by Purchaser. This Agreement and each Ancillary Agreement to which Purchaser is or will become a party have been, or at the time of execution will be, duly executed by Purchaser and constitute, or will constitute, when executed and delivered, Purchaser's valid and binding obligations, enforceable against it in accordance with their respective terms except as may be limited by bankruptcy or other Laws affecting creditors' rights and by equitable principles.

5.3 No Conflict or Violation. The execution, delivery and performance by Purchaser of this Agreement and any Ancillary Agreement to which Purchaser is or will become a party do not or will not (a) violate or conflict with any provision of the organizational documents of Purchaser, (b) violate any provision of applicable Law, or any order, writ, injunction, judgment or decree of any court or Governmental Authority applicable to Purchaser, or (c) violate or result in a breach of or constitute (with due notice or lapse of time, or both) an event of default or default under any Contract to which Purchaser are party or by which Purchaser is bound or to which any of Purchaser's properties or assets are subject.

5.4 Consents and Approvals. No consent, waiver, authorization or approval of any Person and no declaration to or filing or registration with any Governmental Authority is required in connection with the execution and delivery by Purchaser of this Agreement and each Ancillary Agreement to which

Purchaser are or will become a party or the performance by Purchaser of its obligations hereunder or thereunder.

5.5 Litigation. There are no Proceedings pending or, to the knowledge of Purchaser, threatened against Purchaser, or to which Purchaser is otherwise a party before any Governmental Authority, which, if adversely determined, would reasonably be expected to have, individually or in the aggregate, a material adverse effect on the ability of Purchaser to consummate the transactions contemplated by this Agreement or perform its respective obligations under this Agreement. Purchaser is not subject to any Order of any Governmental Authority except to the extent the same would not reasonably be expected to have, individually or in the aggregate, a material adverse effect on the ability of Purchaser to consummate the transactions contemplated by this Agreement or perform its respective obligations under this Agreement.

5.6 Brokers or Finders. No agent, broker, finder or investment or commercial banker, or other Person or firm engaged by, or acting on behalf of, Purchaser in connection with the negotiation, execution or performance of this Agreement or the transactions contemplated by this Agreement is or will be entitled to any brokerage or finder's or similar fees or other commissions as a result of this Agreement or such transaction.

5.7 Financial Capability. Purchaser will have at the Closing sufficient funds available to pay the Purchase Price and any other obligations of the Purchaser for payment of cash hereunder and any expenses incurred by Purchaser in connection with the transactions contemplated by this Agreement. For the avoidance of doubt, Purchaser's obligations to complete the transactions contemplated hereby are not dependent upon or conditioned on receipt of financing.

5.8 Condition of the Assets. Notwithstanding anything contained in this Agreement to the contrary, Purchaser acknowledges and agrees that Sellers are not making any representations or warranties whatsoever, express or implied, beyond those expressly given by Sellers in Article 4 hereof (as modified by the schedules hereto), and Purchaser acknowledges and agrees that, except for the representations and warranties contained therein, the Acquired Assets are being transferred on a "where is" and, as to condition, "as is" basis. Purchaser acknowledges that it has conducted to its satisfaction its own independent investigation of the Acquired Assets and, in making the determination to proceed with the transactions contemplated by this Agreement, Purchaser has relied on the results of its own independent investigation.

5.9 Relationship With Sellers. Neither Purchaser nor its Affiliates are or are related to (a) any Affiliate of any of the Sellers or (b) any "insider" of any of the Sellers, as that term is defined in Bankruptcy Code Section 101, (c) any management-level employee, shareholder or lender of any of the Sellers or (d) any Person that is (i) a target in any current investigation by any Governmental Authority involving any Seller or (ii) a current defendant or plaintiff in any pending litigation involving any Seller.

5.10 Covered Entity. Nothing in this Agreement affects the Purchaser's obligations under applicable laws. The Purchaser also acknowledges that it is a "covered entity" as defined by the Health Information Portability and Accountability Act (HIPAA), 42 U.S.C. § 1320, et seq., and agrees to be bound by all applicable regulations related thereto, including those set forth at 45 C.F.R. Parts 160 and 164.

5.11 No Other Representations and Warranties. Except for the representations and warranties contained in this Article 5, neither Purchaser nor any other Person makes any other express or implied representation or warranty on behalf of Purchaser.

ARTICLE 6
COVENANTS AND OTHER AGREEMENTS

6.1 Sufficient Funds. Purchaser shall ensure that, on the Closing Date, Purchaser will have access to sufficient funds to pay the Purchase Price and all of its fees and expenses incurred in connection with the transactions contemplated hereby.

6.2 Personally Identifiable Information. Purchaser shall honor and observe, in connection with the transactions contemplated by this Agreement, the Sellers' Privacy Policies.

6.3 Further Assurances. Subject to the other provisions of this Agreement, Purchaser and each Seller shall use its commercially reasonable efforts to (a) take all actions necessary or appropriate to consummate the transactions contemplated by this Agreement (b) cause the fulfillment at the earliest practicable date of all of the conditions to their respective obligations to consummate the transactions contemplated by this Agreement and (c) execute whatever assignments of rights and ancillary and confirmatory documents that may be required or appropriate so that title to any Acquired Assets shall be clearly and exclusively held by Purchaser.

6.4 Use of Acquired Assets. Sellers hereby agree that after the Closing they shall have no further right to the Acquired Assets and they shall securely maintain and safeguard all Customer Data, including as required by the Health Information Portability and Accountability Act ("HIPAA"), 42 U.S.C. § 1320, et seq., and the HIPAA Security Rule, and Sellers shall only use Customer Data for the following exclusive purposes: (a) to retain as required by Law in connection with any pending government investigation, enforcement proceedings, or other pending or threatened litigation, (b) to provide to a chapter 7 trustee in the event that one is appointed in the Bankruptcy Cases for the exclusive purposes of winding down the Sellers' estates, including in furtherance of collective accounts receivable, settling contracts and related claims, and selling inventory, and (c) for purposes of winding down the Sellers' estates, including in furtherance of collective accounts receivable, settling contracts and related claims, and selling inventory; provided, however, that any Customer leads contained in the Customer List shall not be disclosed or used for any of the foregoing purposes other than in connection with the foregoing clause (a). In no event shall Sellers or their successors, including, without limitation, any chapter 7 trustee, any chapter 11 trustee or any liquidating trustee use or permit anyone else to use the Customer List for any purpose not associated with the matters described in clauses (a) through (c) of the previous sentence. Notwithstanding any provision in this Agreement to the contrary, Sellers shall not destroy any records or other information absent an order of the Bankruptcy Court upon notice to all parties in interest, including the Office of the U.S. Trustee, the U.S. Department of Justice and Purchaser and any chapter 7 trustee or chapter 11 trustee that is appointed in the Bankruptcy Cases. Provided however, Sellers covenant that, unless otherwise restricted by ongoing government investigations, including by virtue of previously issued subpoenas, they shall destroy, erase and/or purge all Customer Data, wherever stored, whether in paper or electronic form, on any portable or other media including databases, files, servers, hard drives and any other mediums of Sellers in their possession upon the conclusion of the enumerated post-Closing purposes outlined herein, and following such destruction, erasure and/or purge, shall deliver an officer's certificate to Purchaser, duly executed by an authorized officer of Sellers, certifying the same. Sellers further represent and acknowledge that each is a "Covered Entity" under the Health Insurance Portability and Accountability Act and Privacy (HIPAA). While in the possession, custody or control of Sellers, and each of them, the Customer Data, which includes Protected Health Information as defined in HIPAA, shall be securely maintained and safeguarded, including as required by the HIPAA and the Security Rule promulgated thereunder. For the avoidance of doubt, any servers or other hardware on which Customer Data is stored in any form, if sold or otherwise transferred to third parties, shall first be completely purged of any and all data comprising any part of the Acquired Assets. Sellers and their successors, including, without limitation, any chapter 7 trustee, chapter 11 trustee or any liquidating

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trustee shall provide Purchaser at the address and in the manner specified in Section 11.7 with at least twenty (20) days' notice prior to the sale, transfer, abandonment or other disposition of any server or other hardware on which Customer Data is stored.

ARTICLE 7 BANKRUPTCY COURT MATTERS

7.1 Procedure. Subject to its obligations as a debtor-in-possession, Sellers shall promptly make any filings, take all actions and use all commercially reasonable efforts to obtain any and all relief from the Bankruptcy Court that is necessary or appropriate to consummate the transactions contemplated by this Agreement and the Ancillary Agreements. To the extent practicable under the circumstances, Sellers shall provide Purchaser with drafts of any and all pleadings and proposed orders to be filed or submitted in connection with this Agreement for Purchaser's prior review and comment and shall to the extent that such comments relate to the Acquired Assets cooperate with Purchaser to make reasonable changes. In the event the entry of the Bankruptcy Sale Order shall be appealed, Sellers and Purchaser shall use their respective reasonable efforts to defend such appeal.

7.2 Alternate Transaction. This Agreement is subject to approval by the Bankruptcy Court. From and after the date hereof no Seller shall (and each Seller shall cause its directors, officers, employees, consultants, representatives and other advisors not to and use its best efforts to cause its Affiliates not to), directly or indirectly, enter into any letter of intent, memorandum of understanding, asset sale agreement or other agreement, arrangement or understanding relating to or contemplating in any respect the Acquired Assets (an "Alternate Transaction"). Notwithstanding the foregoing, nothing in this Agreement shall prohibit any Seller from (a) answering questions about the sale of the Acquired Assets, or announcing the execution of this Agreement or (b) discussing, negotiating and entering into non-disclosure agreements relating to the sale of the Acquired Assets or amendments to existing non-disclosure agreements, in each case to the extent necessary to permit the Sellers to answer questions received by them regarding the sale of the Acquired Assets; provided, however, that in the event that any Seller or any of their respective representatives receives an unsolicited inquiry, proposal, offer or other communication with respect to an Alternate Transaction, or obtains information that such an inquiry, proposal, offer or communication is likely to be made, Sellers will provide Purchaser with prompt notice thereof (and in any event within 12 hours), which notice shall include the terms of, and the identity of the Person or Persons making, such inquiry, proposal, offer or communication, and if any such inquiry, proposal, offer or communication is in a written format, Sellers shall provide Purchaser with a copy of all written materials related thereto. In addition, in the event that Sellers notify Purchaser that they desire to accept any such inquiry, proposal, offer or communication and enter into an Alternate Transaction, Sellers shall provide Purchaser with the right to match the terms and conditions of such Alternate Transaction, and if Purchaser provides Sellers with written confirmation that it will match the terms and conditions of such Alternate Transaction, Sellers and Purchaser shall amend or modify this Agreement as is necessary in order to reflect such terms and conditions, and Sellers shall thereafter cease all communications with the Person or Persons proposing to enter into the applicable Alternate Transaction.

ARTICLE 8 CONDITIONS PRECEDENT TO PERFORMANCE BY THE PARTIES

8.1 Conditions Precedent to Performance by Sellers. The obligation of Sellers to consummate the transactions contemplated by this Agreement is subject to the fulfillment, at or before the Closing, of the following conditions (any or all of which may be waived by Sellers in whole or in part to the extent permitted by applicable Law):

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(a) Representations and Warranties of Purchaser. The representations and warranties of Purchaser made in this Agreement that are qualified by a materiality standard, in each case, shall be true and correct in all respects on and as of the Closing Date, and the representations and warranties of Purchaser made in this Agreement that are not qualified by a materiality standard, in each case, shall be true and correct in all material respects on and as of the Closing Date.

(b) Performance of the Obligations of Purchaser. Purchaser shall have performed in all material respects all obligations required under this Agreement or any Ancillary Agreement to which it is party that are to be performed by it at or before the Closing (except with respect to (i) the obligation to pay the Purchase Price in accordance with the terms of this Agreement (which shall be paid at the Closing) and (ii) any obligations qualified by materiality, which obligations shall be performed in all respects as required under this Agreement).

(c) Deliveries. Purchaser shall have made the deliveries referenced in Section 9.3.

8.2 Conditions Precedent to Performance by Purchaser. The obligations of Purchaser to consummate the transactions contemplated by this Agreement are subject to the fulfillment, at or before the Closing, of the following conditions (any or all of which may be waived by Purchaser in whole or in part to the extent permitted by applicable Law):

(a) Representations and Warranties of Sellers. The representations and warranties of Sellers made in this Agreement that are qualified by a materiality standard, in each case, shall be true and correct in all respects on and as of the Closing Date, and the representations and warranties of Sellers made in this Agreement that are not qualified by a materiality standard, in each case, shall be true and correct in all material respects on and as of the Closing Date.

(b) Performance of the Obligations of Sellers. Sellers shall have performed in all material respects all obligations required under this Agreement or any Ancillary Agreement to which each of them is party that are to be performed by them at or before the Closing (except with respect to any obligations qualified by materiality, which obligations shall be performed in all respects as required under this Agreement).

(c) Deliveries. Sellers shall have made the deliveries referenced in Section 9.2(b).

8.3 Conditions Precedent to Performance of Purchaser and Sellers. The respective obligations of Purchaser and Sellers to consummate the transactions contemplated by this Agreement are subject to the fulfillment, on or prior to the Closing Date, of each of the following conditions (any or all of which may be waived by Purchaser and Sellers in whole or in part to the extent permitted by applicable Law):

(a) No Violation of Orders. No preliminary or permanent injunction or other order of any court or Governmental Authority or Law that prevents the consummation of the transactions contemplated hereby shall be in effect.

(b) Bankruptcy Court Approval. The Bankruptcy Court shall have entered the Bankruptcy Sale Order and such Bankruptcy Sale Order shall be final, non-appealable.

ARTICLE 9
CLOSING AND DELIVERIES

9.1 Closing. The consummation and effectuation of the transactions contemplated hereby pursuant to the terms and conditions of this Agreement (the "Closing") shall be held two (2) Business Days after the date that all conditions to the parties' obligations to consummate the transactions contemplated herein have been satisfied (the "Closing Date") (except for closing conditions that by their terms can only be satisfied on the Closing Date) or, if applicable, waived by the appropriate party or parties, at 10:00 a.m., local time, at the offices of Morgan, Lewis & Bockius LLP, 1701 Market Street, Philadelphia, Pennsylvania 19103, or on such other date or at such other place and time as may be mutually agreed to in writing by the parties. All proceedings to be taken and all documents to be executed and delivered by all parties at the Closing shall be deemed to have been taken and executed simultaneously and no proceedings shall be deemed to have been taken nor documents executed or delivered until all have been taken, executed and delivered.

9.2 Pre-Closing Data Formatting; Sellers' Closing Deliveries.

(a) As of October 18, 2013, Sellers have, (i) in a form and manner acceptable to Purchaser, segmented and formatted the Customer List to be transferred under this Agreement such that the data fields comprising the Customer List can be migrated into Purchaser's own servers and hardware, without requiring Purchaser's personnel to access or view any personal data beyond the Customer List, and Sellers has permitted Purchaser's designee with reasonable access to its premises, servers and hardware to confirm that such segmenting and formatting has been completed in a manner reasonably acceptable to Purchaser or Purchaser's designee and (ii) upon confirmation from Purchaser's designee that such segmenting and formatting has been completed in a manner reasonably acceptable to Purchaser or Purchaser's designee, Sellers shall provide a portable electronic device containing a copy of the Customer List (such as a hard drive or disk) to their external legal counsel (Young Conaway Stargatt & Taylor, LLP) to hold in escrow pending the Closing. Sellers' information technology personnel has provided reasonable technical support to assist Purchaser's personnel or Purchaser's designee with learning the systems of the Acquired Assets as necessary to accomplish the secure transfer of the Customer List to Purchaser's servers and hardware.

(b) At the Closing:

(i) Sellers shall, or shall cause their external legal counsel to, securely transfer the Customer List to Purchaser's servers and hardware, as directed by Purchaser's technical personnel, on or before two Business Days prior to the Closing;

(ii) the sale, transfer, assignment, conveyance and delivery by Sellers of the Acquired Assets to Purchaser shall be further effected and memorialized by the execution and delivery by Sellers of the Assignment and Bill of Sale, each of the Assignments of Trademarks and the Assignments of Copyrights;

(iii) Sellers shall deliver an officer's certificate, duly executed by an authorized officer of Sellers, certifying the matters set forth in Section 8.2(a) and Section 8.2(b), in form and substance reasonably satisfactory to Purchaser; and

(iv) Sellers shall deliver one (1) certified copy of the Bankruptcy Sale Order entered by the Bankruptcy Court.

9.3 Purchaser's Deliveries. At the Closing:

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- (a) Purchaser shall deliver the Purchase Price;
- (b) Purchaser shall deliver an officer's certificate, duly executed by an authorized officer of Purchaser, certifying the matters set forth in Section 8.1(a) and Section 8.1(b), in form and substance reasonably satisfactory to Sellers; and
- (c) Purchaser shall execute and deliver to Sellers the Assignment and Bill of Sale, each of the Assignments of Trademarks and the Assignments of Copyrights.

ARTICLE 10 **TERMINATION**

10.1 Conditions of Termination. This Agreement may be terminated only in accordance with this Section 10.1. This Agreement may be terminated at any time before the Closing as follows:

- (a) by mutual written consent of Sellers and Purchaser;
- (b) automatically and without any action or notice by either Sellers to Purchaser, or Purchaser to Sellers, immediately upon the issuance of a final and nonappealable order, decree, or ruling or any other action by a Governmental Authority to restrain, enjoin or otherwise prohibit the transfer of the Acquired Assets contemplated hereby;
- (c) by Purchaser or Seller, at any time after November 26, 2013 (the "Termination Date"), if the Closing shall not have occurred; provided, however, that if the Closing has not occurred on or before the Termination Date due to a material breach of any representations, warranties, covenants or agreements contained in this Agreement by Purchaser or a Seller, then the breaching party may not terminate this Agreement pursuant to this Section 10.1(c);
- (d) by Purchaser, if there has been a material violation or breach by any Seller of any material representation, warranty or covenant contained in this Agreement which (i) has rendered the satisfaction of any condition to the obligations of Purchaser impossible or is not curable or, if curable, has not been cured within ten (10) Business Days following receipt by Sellers of written notice of such breach from Purchaser, and (ii) has not been waived by Purchaser;
- (e) by Purchaser, if, prior to the Closing Date, (i) Sellers' Bankruptcy Cases shall be converted into a case under Chapter 7 of the Bankruptcy Code or dismissed, or if a trustee or examiner with expanded powers is appointed in the Bankruptcy Cases or (ii) any Seller enters into an Alternate Transaction; or
- (f) by Sellers, if there has been a material violation or breach by Purchaser of any agreement or any representation or warranty contained in this Agreement which (i) has rendered the satisfaction of any condition to the obligations of Sellers impossible or is not curable or, if curable, has not been cured within ten (10) days following receipt by Purchaser of written notice of such breach from Sellers, and (ii) has not been waived by Sellers.

10.2 Effect of Termination. In the event of termination pursuant to Section 10.1, this Agreement shall become null and void and have no effect and neither party shall have any Liability to the other (other than those provisions of Article 10 and Article 11 that expressly survive termination or obligations to be performed on or after the Closing); provided, however, that nothing in this Section 10.2 shall be deemed to release any party from liability for any breach of its obligations under this Agreement.

10.3 Frustration of Closing Conditions. No party may rely on the failure of any condition set forth in Sections 8.1, 8.2 or 8.3, as the case may be, if such failure was caused by such party's failure to comply with any provision of this Agreement.

10.4 Procedure Upon Termination. In the event of termination pursuant to Section 10.1 hereof, written notice thereof shall forthwith be given to the other party or parties, and this Agreement shall terminate, and the purchase of the Acquired Assets hereunder shall be abandoned, without further action by Purchaser or Sellers. If this Agreement is terminated as provided herein, each party shall redeliver all documents, work papers and other material of any other party relating to the transactions contemplated hereby, whether so obtained before or after the execution hereof, to the party furnishing the same.

ARTICLE 11 **MISCELLANEOUS**

11.1 Survival. No representations, warranties, covenants and agreements of Sellers and Purchaser made in this Agreement shall survive the Closing Date except where, and only to the extent that, the terms of any such covenant or agreement expressly provide for obligations extending after the Closing.

11.2 Further Assurances. At the request and the sole expense of the requesting party, Purchaser or Sellers, as applicable, shall execute and deliver, or cause to be executed and delivered, such documents as Purchaser or Sellers, as applicable, or their respective counsel may reasonably request to effectuate the purposes of this Agreement and the Ancillary Agreements. Each party shall use commercially reasonable efforts to take, or cause to be taken, all other actions and to do, or cause to be done, all other things reasonably necessary, proper or advisable to consummate and make effective as promptly as practicable the transactions contemplated hereby.

11.3 Successors and Assigns. This Agreement shall inure to the benefit of and shall be binding upon the successors and permitted assigns of the parties hereto, including any trustee appointed in any of the Bankruptcy Cases, liquidating trustee or subsequent Chapter 7 cases and Sellers, if the Bankruptcy Cases are dismissed. Nothing in this Agreement shall create or be deemed to create any third party beneficiary rights in any Person or entity not a party to this Agreement. No assignment of this Agreement or of any rights or obligations hereunder may be made by either Sellers or Purchaser (by operation of law or otherwise) without the prior written consent of the other parties hereto and any attempted assignment without the required consents shall be void, provided, however, that (a) Purchaser may assign some or all of its rights or delegate some or all of its obligations hereunder to one or more wholly-owned subsidiaries formed by it prior to the Closing and (b) Sellers may assign some or all of their rights or delegate some or all of their obligations hereunder to successor entities (including any liquidating trust) pursuant to a Chapter 11 plan confirmed by the Bankruptcy Court. No assignment of any obligations hereunder shall relieve the parties hereto of any such obligations. Upon any such permitted assignment, the references in this Agreement to Sellers or Purchaser shall also apply to any such assignee unless the context otherwise requires.

11.4 Governing Law; Jurisdiction. This Agreement shall be construed, performed and enforced in accordance with, and governed by, the Laws of the State of Delaware (without giving effect to the principles of conflicts of Laws thereof), except to the extent that the Laws of such State are superseded by the Bankruptcy Code or other applicable federal Law. For so long as Sellers are subject to the jurisdiction of the Bankruptcy Court, the parties irrevocably elect, as the sole judicial forum for the adjudication of any matters arising under or in connection with the Agreement, and consent to the exclusive jurisdiction of, the Bankruptcy Court. After Sellers are no longer subject to the jurisdiction of

the Bankruptcy Court, the parties irrevocably elect, as the sole judicial forum for the adjudication of any matters arising under or in connection with this Agreement, and consent to the jurisdiction of, any state or federal court having competent jurisdiction in Delaware.

11.5 Expenses. Except as otherwise provided in this Agreement, each of the parties shall pay their own expenses in connection with this Agreement and the transactions contemplated hereby, including any legal and accounting fees and commissions or finder's fees, whether or not the transactions contemplated hereby are consummated. Purchaser shall pay the cost of all surveys, title insurance policies and title reports ordered by Purchaser.

11.6 Severability. In the event that any part of this Agreement is declared by any court or other judicial or administrative body to be null, void or unenforceable, a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision, said provision shall survive to the extent it is not so declared, and all of the other provisions of this Agreement shall remain in full force and effect only if, after excluding the portion deemed to be unenforceable and the application of any provision so substituted, the remaining terms shall provide for the consummation of the transactions contemplated hereby in substantially the same manner as originally set forth at the later of (a) the Execution Date and (b) the date this Agreement was last amended.

11.7 Notices.

(a) All notices, requests, demands, consents and other communications under this Agreement shall be in writing and shall be deemed to have been duly given (i) on the date of service, if served personally on the party to whom notice is to be given; (ii) on the day after delivery to Federal Express or similar overnight courier or the Express Mail service maintained by the United States Postal Service addressed to the party to whom notice is to be given, if served via Federal Express or similar overnight courier or Express Mail service; (iii) on the date sent by facsimile, with confirmation of transmission, if sent during normal business hours of the recipient, if not, then on the next Business Day; or (iv) on the third day after mailing, if mailed to the party to whom notice is to be given, by first class mail, registered or certified, postage prepaid and properly addressed, to the party as follows:

If to Sellers: c/o The Scooter Store
1650 Independence Drive
New Braunfels, TX 78132
Attn: Jason Cone
Fax: (830) 627-8035

with copy to (which shall not constitute notice):

Morgan, Lewis & Bockius LLP
1701 Market Street
Philadelphia, PA 19103
Attn: David A. Gerson
Fax: (215) 963-5001

If to Purchaser: BGE1, LLC
c/o Latham & Watkins LLP
555 Eleventh Street, NW
Suite 1000
Washington, D.C. 20004

Attn: Stuart Kurlander
Fax: (202) 637-2201

(b) Any party may change its address or facsimile number for the purpose of this Section 12.7 by giving the other parties written notice of its new address in the manner set forth above.

11.8 Amendments; Waivers. This Agreement may be amended or modified, and any of the terms, covenants, representations, warranties or conditions hereof may be waived, only by a written instrument executed by Purchaser and Sellers, or in the case of a waiver, by the party waiving compliance. Any waiver by any party of any condition, or of the breach of any provision, term, covenant, representation or warranty contained in this Agreement, in any one or more instances, shall not be deemed to be or construed as a furthering or continuing waiver of any such condition, or of the breach of any other provision, term, covenant, representation or warranty of this Agreement.

11.9 Entire Agreement. This Agreement and the other Ancillary Agreements contain the entire understanding between the parties with respect to the transactions contemplated hereby and supersede and replace all prior and contemporaneous agreements and understandings, oral or written, with regard to such transactions.

11.10 Seller Disclosures. After notice to and consultation with Purchaser, Sellers shall be entitled to disclose, if required by applicable Law or by order of the Bankruptcy Court, this Agreement and all information provided by Purchaser in connection herewith to the Bankruptcy Court, the United States Trustee, parties in interest in the Bankruptcy Cases and other Persons bidding on assets of Sellers. Other than statements made in the Bankruptcy Court (or in pleadings filed therein), Sellers shall not issue (prior to, on or after the Closing) any press release or make any public statement or public communication with respect to the Agreement or transactions contemplated thereby without the prior written consent of Purchaser.

11.11 Headings. The article and section headings in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

11.12 Electronic Delivery; Counterparts. This Agreement and any signed agreement or instrument entered into in connection with this Agreement, and any amendments hereto or thereto, may be executed in one or more counterparts, all of which shall constitute one and the same instrument. Any such counterpart, to the extent delivered by means of a facsimile machine or by .pdf, .tif, .gif, .peg or similar attachment to electronic mail (any such delivery, an "Electronic Delivery") shall be treated in all manner and respects as an original executed counterpart and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. At the request of any party hereto, each other party hereto or thereto shall re-execute the original form of this Agreement and deliver such form to all other parties. No party hereto shall raise the use of Electronic Delivery to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of Electronic Delivery as a defense to the formation of a contract, and each such party forever waives any such defense, except to the extent such defense relates to lack of authenticity.

11.13 Waiver of Jury Trial.

(a) EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY LITIGATION, ACTION, PROCEEDING, CROSS-CLAIM, OR COUNTERCLAIM IN ANY COURT (WHETHER BASED ON CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF, RELATING TO OR IN CONNECTION WITH (i) THIS AGREEMENT OR THE VALIDITY, PERFORMANCE, INTERPRETATION, COLLECTION OR

ENFORCEMENT HEREOF OR (ii) THE ACTIONS OF SUCH PARTY IN THE NEGOTIATION, AUTHORIZATION, EXECUTION, DELIVERY, ADMINISTRATION, PERFORMANCE OR ENFORCEMENT HEREOF. EACH PARTY HERETO ACKNOWLEDGES THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO ENTER INTO THIS AGREEMENT, AND THAT EACH WILL CONTINUE TO RELY ON THIS WAIVER IN THEIR RELATED FUTURE DEALINGS. EACH PARTY HERETO FURTHER WARRANTS AND REPRESENTS THAT IT HAS REVIEWED THIS WAIVER WITH LEGAL COUNSEL OF ITS OWN CHOOSING, OR HAS HAD AN OPPORTUNITY TO DO SO, AND THAT IT KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS, HAVING HAD THE OPPORTUNITY TO CONSULT WITH LEGAL COUNSEL.

(b) THIS WAIVER IS IRREVOCABLE, MEANING THAT IT MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING, AND THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS, OR MODIFICATIONS TO THIS AGREEMENT. IN THE EVENT OF LITIGATION, THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT WITHOUT A JURY.

11.14 Third Party Beneficiaries. No provision of this Agreement is intended to confer upon any Person other than the parties hereto any rights or remedies hereunder.

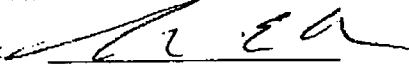
11.15 Injunctive Relief. The parties agree that irreparable damages would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached, and that damages at law may be an inadequate remedy for the breach of any of the covenants, promises and agreements contained in this Agreement, and, accordingly, any party hereto shall be entitled to injunctive relief with respect to any such breach, including without limitation specific performance of such covenants, promises or agreements or an order enjoining a party from any threatened, or from the continuation of any actual, breach of the covenants, promises or agreements contained in this Agreement. The rights set forth in this Section 12.15 shall be in addition to any other rights which a party hereto may have at law or in equity pursuant to this Agreement.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized as of the date first above written.

PURCHASER:

HOVEROUND CORPORATION

By: 

Name: Thomas E. Kruse

Its: President

[Signature Page to First A&R Asset Purchase Agreement]

TRADEMARK
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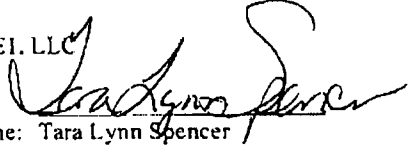
BGEI:

BGEI, LLC

By:

Name: Tara Lynn Spencer

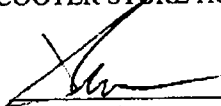
Its: President

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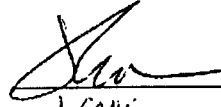
[Signature Page to First A&R Asset Purchase Agreement]

SELLERS:

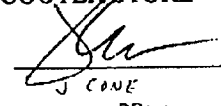
THE SCOOTER STORE HOLDINGS, INC.

By: 
Name: J CONE
Title: GC, PRES

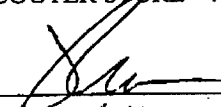
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By: 
Name: J CONE
Title: GC, PRES

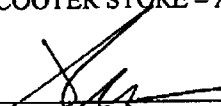
THE SCOOTER STORE - USA, INC

By: 
Name: J CONE
Title: GC, PRES

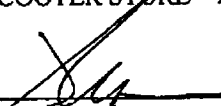
THE SCOOTER STORE - ALBUQUERQUE, L.L.C.

By: 
Name: J CONE
Title: GC, PRES

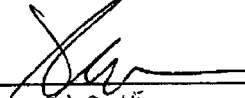
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By: 
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Title: GC, PRES

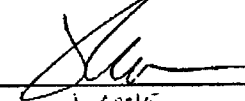
THE SCOOTER STORE - AUSTIN, LTD.

By: 
Name: J CONE
Title: GC, PRES


THE SCOOTER STORE – BALTIMORE, L.L.C.

By: 
Name: J LANE
Title: GC, PRES

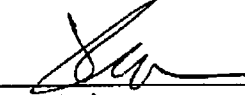
THE SCOOTER STORE – BATON ROUGE, L.L.C.

By: 
Name: J LANE
Title: GC, PRES


THE SCOOTER STORE – BIRMINGHAM, L.L.C.

By: 
Name: J LANE
Title: GC, PRES


THE SCOOTER STORE – BOCA RATON, L.L.C.

By: 
Name: J LANE
Title: GC, PRES

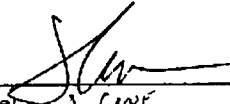
THE SCOOTER STORE – BOSTON, L.L.C.

By: 
Name: J LANE
Title: GC, PRES

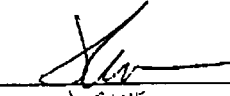
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By: 
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Title: GC, PRES

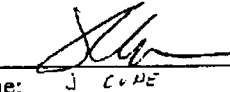
THE SCOOTER STORE - CHARLOTTE, L.L.C.

By: 
Name: J CINE
Title: GC, PRES

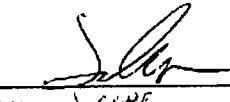
THE SCOOTER STORE - CHICAGO, L.L.C.

By: 
Name: J CINE
Title: GC, PRES

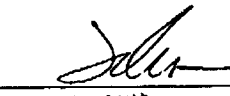
THE SCOOTER STORE - CONCORD, L.L.C.

By: 
Name: J CINE
Title: GC, PRES

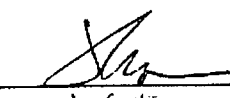
THE SCOOTER STORE - DALLAS, LTD.

By: 
Name: J CINE
Title: GC, PRES


THE SCOOTER STORE - DAYTON, L.L.C.

By: 
Name: J CINE
Title: GC, PRES


THE SCOOTER STORE - DENVER, L.L.C.

By: 
Name: J CINE
Title: GC, PRES


THE SCOOTER STORE – DES MOINES, L.L.C.

By: 
Name: J. C. CONE
Title: GC, PRES


THE SCOOTER STORE – DETROIT, L.L.C.

By: 
Name: J. C. CONE
Title: GC, PRES

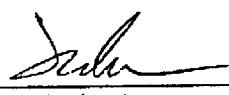
THE SCOOTER STORE – GRAND RAPIDS, L.L.C.

By: 
Name: J. C. CONE
Title: GC, PRES

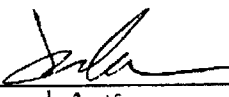
THE SCOOTER STORE – GREEN BAY, L.L.C.

By: 
Name: J. C. CONE
Title: GC, PRES

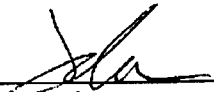
THE SCOOTER STORE – GREENVILLE, L.L.C.

By: 
Name: J. C. CONE
Title: GC, PRES

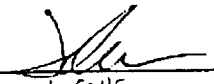
THE SCOOTER STORE – HARTFORD, L.L.C.

By: 
Name: J. C. CONE
Title: GC, PRES


THE SCOOTER STORE – HOUSTON, LTD.

By: 
Name: J LOWE
Title: CC, PRES


THE SCOOTER STORE – INDIANAPOLIS, L.L.C.

By: 
Name: J LOWE
Title: CC, PRES

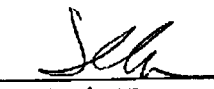
THE SCOOTER STORE – JACKSON, L.L.C.

By: 
Name: J LOWE
Title: CC, PRES

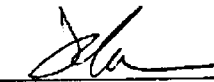
THE SCOOTER STORE – JACKSONVILLE, L.L.C.

By: 
Name: J LOWE
Title: CC, PRES


THE SCOOTER STORE – KANSAS CITY, L.L.C.

By: 
Name: J LOWE
Title: CC, PRES

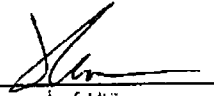
THE SCOOTER STORE – KNOXVILLE, L.L.C.

By: 
Name: J LOWE
Title: CC, PRES


THE SCOOTER STORE – LAS VEGAS, L.L.C.

By: 
Name: J. C. LANE
Title: GC, PRES

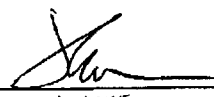
THE SCOOTER STORE – LEVITTOWN, L.L.C.

By: 
Name: J. C. LANE
Title: GC, PRES


THE SCOOTER STORE – LINCOLN, L.L.C.

By: 
Name: J. C. LANE
Title: GC, PRES

THE SCOOTER STORE – LITTLE ROCK, L.L.C.

By: 
Name: J. C. LANE
Title: GC, PRES


THE SCOOTER STORE – LOS ANGELES, L.L.C.

By: 
Name: J. C. LANE
Title: GC, PRES

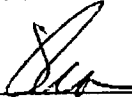
THE SCOOTER STORE – LOUISVILLE, L.L.C.

By: 
Name: J. C. LANE
Title: GC, PRES

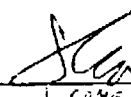
THE SCOOTER STORE – LUBBOCK, LTD.

By: 
Name: J LANE
Title: CC, PRES


THE SCOOTER STORE – MADISON, L.L.C.

By: 
Name: J LANE
Title: CC, PRES


THE SCOOTER STORE – MINNEAPOLIS, L.L.C.

By: 
Name: J LANE
Title: CC, PRES

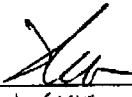
THE SCOOTER STORE – MOBILE, L.L.C.

By: 
Name: J LANE
Title: CC, PRES

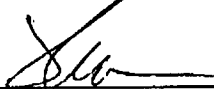
THE SCOOTER STORE – NASHVILLE, L.L.C.

By: 
Name: J LANE
Title: CC, PRES

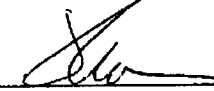
THE SCOOTER STORE – OKLAHOMA CITY, L.L.C.

By: 
Name: J LANE
Title: CC, PRES


THE SCOOTER STORE - ORLANDO, L.L.C.

By: 
Name: J LANE
Title: GC, PRES

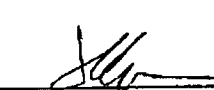
THE SCOOTER STORE - PATERSON, L.L.C.

By: 
Name: J LANE
Title: GC, PRES

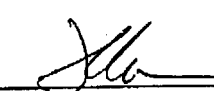
THE SCOOTER STORE - PHILADELPHIA, L.L.C.

By: 
Name: J LANE
Title: GC, PRES


THE SCOOTER STORE - PHOENIX, L.L.C.

By: 
Name: J LANE
Title: GC, PRES


THE SCOOTER STORE - PITTSBURGH, L.L.C.

By: 
Name: J LANE
Title: GC, PRES

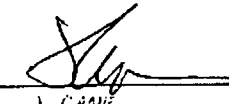
THE SCOOTER STORE - PORTLAND, L.L.C.

By: 
Name: J LANE
Title: GC, PRES

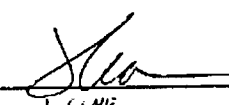
THE SCOOTER STORE – RALEIGH DURHAM,
L.L.C.

By: 
Name: J CONE
Title: CC, PRES

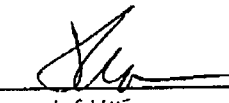
THE SCOOTER STORE – RICHMOND, L.L.C.

By: 
Name: J CONE
Title: CC, PRES

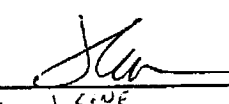
THE SCOOTER STORE – ROCHESTER, L.L.C.

By: 
Name: J CONE
Title: CC, PRES

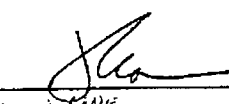
THE SCOOTER STORE – SACRAMENTO, L.L.C.

By: 
Name: J CONE
Title: CC, PRES

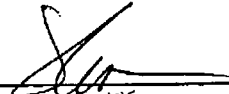
THE SCOOTER STORE – SALT LAKE CITY, L.L.C.

By: 
Name: J CONE
Title: CC, PRES


THE SCOOTER STORE – SAN ANTONIO, LTD.

By: 
Name: J CONE
Title: CC, PRES


THE SCOOTER STORE – SAN DIEGO, L.L.C.

By: 
Name: J. CONE
Title: GC, PRES


THE SCOOTER STORE – SAN FRANCISCO, L.L.C.

By: 
Name: J. CONE
Title: GC, PRES

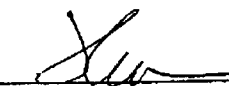
THE SCOOTER STORE – SCHENECTADY, L.L.C.

By: 
Name: J. CONE
Title: GC, PRES


THE SCOOTER STORE – SEATTLE, L.L.C.

By: 
Name: J. CONE
Title: GC, PRES


THE SCOOTER STORE – SHREVEPORT, L.L.C.

By: 
Name: J. CONE
Title: GC, PRES


THE SCOOTER STORE – SPRINGFIELD, L.L.C.

By: 
Name: J. CONE
Title: GC, PRES


THE SCOOTER STORE – ST. LOUIS, L.L.C.

By: 
Name: J. CONE
Title: G.C. PRES

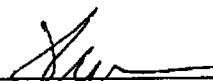
THE SCOOTER STORE – TOLEDO, L.L.C.

By: 
Name: J. CONE
Title: G.C. PRES


THE SCOOTER STORE – TULSA, L.L.C.

By: 
Name: J. CONE
Title: G.C. PRES


THE SCOOTER STORE – WEST VIRGINIA, L.L.C.

By: 
Name: J. CONE
Title: G.C. PRES


THE SCOOTER STORE – WICHITA, L.L.C.

By: 
Name: J. CONE
Title: G.C. PRES


THE SCOOTER STORE – WILKES BARRE, L.L.C.

By: 
Name: J. CONE
Title: G.C. PRES

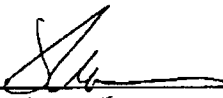
THE SCOOTER STORE – DEVELOPMENT, L.L.C.

By: 
Name: JASON CONE
Title: GC, PRES


THE SCOOTER STORE FINANCIAL SERVICES,
L.L.C.

By: 
Name: J CONE
Title: GC, PRES

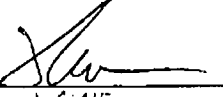
THE SCOOTER STORE AVIATION, L.L.C.

By: 
Name: J CONE
Title: GC, PRES

TSS MANAGEMENT COMPANY, INC.

By: 
Name: J CONE
Title: GC, PRES

TSS INVESTMENTS, INC.

By: 
Name: J CONE
Title: GC, PRES

THE SCOOTER STORE, LTD.


By: 
Name: J CONE
Title: GC, PRES

Exhibit A

Assignment and Bill of Sale

[Attached.]

DB1/ 74294356.5

CH1682402.5
DC2898165.6

TRADEMARK
REEL: 005178 FRAME: 0561

EXHIBIT A: FORM OF ASSIGNMENT AND BILL OF SALE

THIS ASSIGNMENT AND BILL OF SALE (this "Agreement") is entered into this [•] day of [•], by and between The Scooter Store Holdings, Inc., The Scooter Store, Inc., the Scooter Store – USA, Inc. and each of its subsidiaries listed on the signature page of this Agreement (each a "Seller" and collectively, "Sellers"), and Hoveround Corporation ("Purchaser").

WHEREAS, Sellers have agreed to sell, transfer, assign, convey and deliver to Purchaser the Acquired Assets pursuant to that certain First Amended and Restated Asset Purchase Agreement, dated as of November 14, 2013, by and among Sellers and Purchaser (the "Purchase Agreement"); and

WHEREAS, the parties wish to formally document such sale, transfer, assignment, conveyance and delivery.

NOW, THEREFORE, in consideration of the mutual benefits to the parties, the receipt and adequacy of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. General Conveyance. Each Seller does hereby sell, transfer, assign, convey and deliver to Purchaser, its successors, designees and assigns, all right, title and interest of such Seller in, to and under the Acquired Assets, free and clear of all Liens, and Purchaser hereby acquires from each such Seller, the Acquired Assets.
2. No Assumption of Liabilities. The parties hereby agree and acknowledge that Purchaser is not assuming and will be deemed not to have assumed, and Sellers will remain liable with respect to, any Liabilities of Sellers.
3. Defined Terms. Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Purchase Agreement.
4. Entire Agreement. This Agreement is subject to the terms and conditions of the Purchase Agreement, including without limitation the representations, warranties and covenants set forth therein, and to the extent this Agreement is inconsistent with any terms or conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall control.

{REMAINDER OF PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGE
FOLLOWS}

IN WITNESS WHEREOF, each of the parties hereto has duly executed this Agreement as of the date first written above.

PURCHASER:

HOVEROUND CORPORATION

By: _____
Name:
Its:

SELLERS:

THE SCOOTER STORE HOLDINGS, INC.

By: _____
Name:
Title:

THE SCOOTER STORE, INC.

By: _____
Name:
Title:

THE SCOOTER STORE – USA, INC

By: _____
Name:
Title:

THE SCOOTER STORE – ALBUQUERQUE,
L.L.C.

By: _____
Name:
Title:

THE SCOOTER STORE – ATLANTA, L.L.C.

By: _____
Name:

Title:

THE SCOOTER STORE – AUSTIN, LTD.

By: _____

Name:

Title:

THE SCOOTER STORE – BALTIMORE, L.L.C.

By: _____

Name:

Title:

THE SCOOTER STORE – BATON ROUGE,
L.L.C.

By: _____

Name:

Title:

THE SCOOTER STORE – BIRMINGHAM, L.L.C.

By: _____

Name:

Title:

THE SCOOTER STORE – BOCA RATON, L.L.C.

By: _____

Name:

Title:

THE SCOOTER STORE – BOSTON, L.L.C.

By: _____
Name:
Title:

THE SCOOTER STORE – CHARLESTON, L.L.C.

By: _____
Name:
Title:

THE SCOOTER STORE – CHARLOTTE, L.L.C.

By: _____
Name:
Title:

THE SCOOTER STORE – CHICAGO, L.L.C.

By: _____
Name:
Title:

THE SCOOTER STORE – CONCORD, L.L.C.

By: _____
Name:
Title:

THE SCOOTER STORE – DALLAS, LTD.

By: _____
Name:
Title:

THE SCOOTER STORE – DAYTON, L.L.C.

By: _____
Name:
Title:

THE SCOOTER STORE – DENVER, L.L.C.

By: _____
Name:
Title:

THE SCOOTER STORE – DES MOINES, L.L.C.

By: _____
Name:
Title:

THE SCOOTER STORE – DETROIT, L.L.C.

By: _____
Name:
Title:

THE SCOOTER STORE – GRAND RAPIDS,
L.L.C.

By: _____
Name:
Title:

THE SCOOTER STORE – GREEN BAY, L.L.C.

By: _____
Name:
Title:

THE SCOOTER STORE – GREENVILLE, L.L.C.

By: _____
Name:
Title:

THE SCOOTER STORE – HARTFORD, L.L.C.

By: _____
Name:
Title:

THE SCOOTER STORE – HOUSTON, LTD.

By: _____
Name:
Title:

THE SCOOTER STORE – INDIANAPOLIS, L.L.C.

By: _____
Name:
Title:

THE SCOOTER STORE – JACKSON, L.L.C.

By: _____
Name:
Title:

THE SCOOTER STORE – JACKSONVILLE,
L.L.C.

By: _____

Name:
Title:

THE SCOOTER STORE – KANSAS CITY, L.L.C.

By: _____
Name:
Title:

THE SCOOTER STORE – KNOXVILLE, L.L.C.

By: _____
Name:
Title:

THE SCOOTER STORE – LAS VEGAS, L.L.C.

By: _____
Name:
Title:

THE SCOOTER STORE – LEVITTOWN, L.L.C.

By: _____
Name:
Title:

THE SCOOTER STORE – LINCOLN, L.L.C.

By: _____
Name:
Title:

THE SCOOTER STORE – LITTLE ROCK, L.L.C.

By: _____
Name:
Title:

THE SCOOTER STORE – LOS ANGELES, L.L.C.

By: _____
Name:
Title:

THE SCOOTER STORE – LOUISVILLE, L.L.C.

By: _____
Name:
Title:

THE SCOOTER STORE – LUBBOCK, LTD.

By: _____
Name:
Title:

THE SCOOTER STORE – MADISON, L.L.C.

By: _____
Name:
Title:

THE SCOOTER STORE – MINNEAPOLIS, L.L.C.

By: _____
Name:
Title:

THE SCOOTER STORE – MOBILE, L.L.C.

By: _____
Name:
Title:

THE SCOOTER STORE – NASHVILLE, L.L.C.

By: _____
Name:
Title:

THE SCOOTER STORE – OKLAHOMA CITY,
L.L.C.

By: _____
Name:
Title:

THE SCOOTER STORE – ORLANDO, L.L.C.

By: _____
Name:
Title:

THE SCOOTER STORE – PATERSON, L.L.C.

By: _____
Name:
Title:

THE SCOOTER STORE – PHILADELPHIA,
L.L.C.

By: _____
Name:
Title:

THE SCOOTER STORE – PHOENIX, L.L.C.

By: _____
Name:
Title:

THE SCOOTER STORE – PITTSBURGH, L.L.C.

By: _____
Name:
Title:

THE SCOOTER STORE – PORTLAND, L.L.C.

By: _____
Name:
Title:

THE SCOOTER STORE – RALEIGH DURHAM,
L.L.C.

By: _____
Name:
Title:

THE SCOOTER STORE – RICHMOND, L.L.C.

By: _____
Name:
Title:

THE SCOOTER STORE – ROCHESTER, L.L.C.

By: _____
Name:
Title:

THE SCOOTER STORE – SACRAMENTO, L.L.C.

By: _____
Name:
Title:

THE SCOOTER STORE – SALT LAKE CITY,
L.L.C.

By: _____
Name:
Title:

THE SCOOTER STORE – SAN ANTONIO, LTD.

By: _____
Name:
Title:

THE SCOOTER STORE – SAN DIEGO, L.L.C.

By: _____
Name:
Title:

THE SCOOTER STORE – SAN FRANCISCO,
L.L.C.

By: _____
Name:
Title:

THE SCOOTER STORE – SCHENECTADY,
L.L.C.

By: _____
Name:
Title:

THE SCOOTER STORE – SEATTLE, L.L.C.

By: _____
Name:
Title:

THE SCOOTER STORE – SHREVEPORT, L.L.C.

By: _____
Name:
Title:

THE SCOOTER STORE – SPRINGFIELD, L.L.C.

By: _____
Name:
Title:

THE SCOOTER STORE – ST. LOUIS, L.L.C.

By: _____
Name:
Title:

THE SCOOTER STORE – TOLEDO, L.L.C.

By: _____

Name:
Title:

THE SCOOTER STORE – TULSA, L.L.C.

By: _____
Name:
Title:

THE SCOOTER STORE – WEST VIRGINIA,
L.L.C.

By: _____
Name:
Title:

THE SCOOTER STORE – WICHITA, L.L.C.

By: _____
Name:
Title:

THE SCOOTER STORE – WILKES BARRE,
L.L.C.

By: _____
Name:
Title:

THE SCOOTER STORE – DEVELOPMENT,
L.L.C.

By: _____
Name:
Title:

THE SCOOTER STORE FINANCIAL SERVICES,
L.L.C.

By: _____
Name:
Title:

THE SCOOTER STORE AVIATION, L.L.C.

By: _____
Name:
Title:

TSS MANAGEMENT COMPANY, INC.

By: _____
Name:
Title:

TSS INVESTMENTS, INC.

By: _____
Name:
Title:

THE SCOOTER STORE, LTD.

By: _____
Name:
Title:

Exhibit B

Bankruptcy Sale Order






[Attached.]

DB1/ 74294356.5

CH1682402.5
DC2898165.6

Exhibit C

Registered Intellectual Property

<u>MARK</u>	<u>APP. NO.</u>	<u>REG. NO.</u>	<u>JURISDICTION</u>
THE SCOOTER STORE (and Design)	78/253,918	3,017,227	UNITED STATES
THE SCOOTER STORE (stylized)	78/253,917	2,912,774	UNITED STATES
THE SCOOTER STORE (and Design)	76/170,753	2,714,979	UNITED STATES
THE SCOOTER STORE	76/170,751	2,710,502	UNITED STATES
	76/170,752	2,623,482	UNITED STATES
	1,090,317	TMA601,481	CANADA
THE SCOOTER STORE (and Design)	1,090,316	TMA 728,095	CANADA
THE SCOOTER STORE (and Design)	002228385	002228385	EUROPEAN UNION (CTM)
	002227486	002227486	EUROPEAN UNION (CTM)
THE SCOOTER STORE (and Design)	1168765	1304749	MEXICO
	1168766	1264126	MEXICO
THE SCOOTER STORE (and Design)	479635	750768	MEXICO
	479634	750767	MEXICO
THE SCOOTER STORE	479633	749695	MEXICO
FIND YOUR FREEDOM	1,090,315	TMA 605,044	CANADA
TURNING DISABILITIES INTO POSSABILITIES	1,090,319	TMA 605,976	CANADA

DB1/ 74294356.5

CH1682402.5
DC2898165.6

ALLIANCE SEATING & MOBILITY	77/313,689	3,577,475	UNITED STATES
THE SCOOTER STORE GUARANTEED FREEDOM PROGRAM	78/860,979	3,393,269	UNITED STATES
TURNING DISABILITIES INTO POSSABILITIES	75/480,070	2,297,631	UNITED STATES
ALLIANCE SEATING & MOBILITY	77/313,707	3,584,192	UNITED STATES
SCOOTERS DIRECT FREEDOM DIRECTLY TO YOU	76/170,829	2,726,371	UNITED STATES

Copyright Registrations

Title	Registration No.	Registration Date
Freedom Brochure I – April 2001	TX 5-746-765	April 1, 2003
Freedom Brochure II – June 2001	TX 5-745-622	April 1, 2003
Freedom Brochure III – August 2001	TX 5-746-764	April 1, 2003
Freedom Brochure IV – October 2001	TX 5-746-766	April 1, 2003

DB1/ 74294356.5

CH1682402.5
DC2898165.6

TRADEMARK
REEL: 005178 FRAME: 0578

Exhibit D

Form of Assignment of U.S. Trademarks

[Attached.]

DB1/ 74294356.5

CH1682402.5
DC2898165.6

TRADEMARK
REEL: 005178 FRAME: 0579

ASSIGNMENT OF U.S. TRADEMARKS

ASSIGNMENT OF U.S. TRADEMARKS (this "Assignment") made as of [●], 2013, by The Scooter Store, Ltd., a Texas limited company ("Assignor"), to Hoveround Corporation, a Florida corporation ("Assignee").

WHEREAS, The Scooter Store Holdings, Inc., The Scooter Store, Inc., the Scooter Store – USA, Inc., Assignor, Assignee, BGE1, LLC and each of the other sellers party thereto are parties to that certain First Amended and Restated Asset Purchase Agreement, dated as of [●], 2013 (as it may be further amended, supplemented or otherwise modified from time to time, the "Agreement"), providing for the execution and delivery of this Assignment by Assignor to Assignee (capitalized terms used herein without definition shall have the meanings set forth in the Agreement);

WHEREAS, Assignor has adopted, used and is using the trademarks, service marks, brand names, logos, and trade names set forth on Schedule I attached hereto and incorporated by reference herein, which are registered, or for which applications for registration have been filed and are pending, in the United States Patent and Trademark Office (collectively, the "Assigned Marks"); and

WHEREAS, Assignee desires to acquire Assignor's right, title and interest in, to and under the Assigned Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor agrees as follows:

Assignor does hereby sell, transfer, assign, convey and deliver to Assignee, free and clear of all Liens (i) all of Assignor's right, title and interest in, to and under the Assigned Marks, together with all goodwill of the Business connected with the use thereof and symbolized thereby, and all registrations and applications for registration in connection therewith and all issuances, extensions and renewals thereof, (ii) any past, present or future claims or causes of action arising out of or related to any infringement, dilution or other violation of any of the foregoing, and the right to sue or otherwise recover and retain damages, costs and attorneys' fees therefor and any other rights relating to any of the foregoing, and (iii) all proceeds, including license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto, the same to be held and enjoyed by Assignee, its successors and assigns or their legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

Assignor agrees, without any further consideration, to execute and deliver such other documents and to take other additional actions as Assignee may reasonably request in order to effectuate the purposes of the Agreement and this Assignment and to consummate the actions contemplated thereby and hereby and to confirm, record or otherwise evidence the same.

This Assignment shall be governed by, and construed in accordance with, the laws of the United States, in respect to trademark issues and in all other respects, including as to validity, interpretation and effect, shall be governed by and construed in accordance with the laws of the State of Delaware (without giving effect to the principles of conflicts of laws thereof).

[signature page follows]

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed as of the date first written above.

THE SCOOTER STORE, LTD.

By: _____
Name:
Title:

SCHEDULE I


<u>MARK</u>	<u>APP. NO.</u>	<u>REG. NO.</u>
THE SCOOTER STORE (and Design)	78/253,918	3,017,227
THE SCOOTER STORE	78/253,917	2,912,774
THE SCOOTER STORE (and Design)	76/170,753	2,714,979
THE SCOOTER STORE	76/170,751	2,710,502
	76/170,752	2,623,482
		
THE SCOOTER STORE GUARANTEED FREEDOM PROGRAM	78/860,979	3,393,269
ALLIANCE SEATING & MOBILITY	77/313,707	3,584,192
ALLIANCE SEATING & MOBILITY	77/313,689	3,577,475
SCOOTERS DIRECT FREEDOM DIRECTLY TO YOU	76/170,829	2,726,371
TURNING DISABILITIES INTO POSSIBILITIES	75/313,707	3,584,192

Exhibit E

Form of Assignment of Non-U.S. Trademarks

[Attached.]

DB1/ 74294356.5

CH1682402.5
DC2898165.6

ASSIGNMENT OF NON-U.S. TRADEMARKS

ASSIGNMENT OF NON-U.S. TRADEMARKS (this "Assignment") made as of [●], 2013, by The Scooter Store, Inc., a Delaware corporation ("Assignor"), to Hoveround Corporation, a Florida corporation ("Assignee").

WHEREAS, The Scooter Store Holdings, Inc., the Scooter Store -- USA, Inc., Assignor, Assignee, BGE1, LLC and each of the other sellers party thereto are parties to that certain First Amended and Restated Asset Purchase Agreement, dated as of [●], 2013 (as it may be further amended, supplemented or otherwise modified from time to time, the "Agreement"), providing for the execution and delivery of this Assignment by Assignor to Assignee (capitalized terms used herein without definition shall have the meanings set forth in the Agreement);

WHEREAS, Assignor has adopted, used and is using the trademarks, service marks, brand names, logos, and trade names set forth on Schedule I attached hereto and incorporated by reference herein, which are registered, or for which applications for registration have been filed and are pending, in the relevant filing offices of certain jurisdictions as set forth on Schedule I (collectively, the "Assigned Marks"); and

WHEREAS, Assignee desires to acquire Assignor's right, title and interest in, to and under the Assigned Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor agrees as follows:

Assignor does hereby sell, transfer, assign, convey and deliver to Assignee, free and clear of all Liens (i) all of Assignor's right, title and interest in, to and under the Assigned Marks, together with all goodwill of the Business connected with the use thereof and symbolized thereby, and all registrations and applications for registration in connection therewith and all issuances, extensions and renewals thereof, (ii) any past, present or future claims or causes of action arising out of or related to any infringement, dilution or other violation of any of the foregoing, and the right to sue or otherwise recover and retain damages, costs and attorneys' fees therefor and any other rights relating to any of the foregoing, and (iii) all proceeds, including license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto, the same to be held and enjoyed by Assignee, its successors and assigns or their legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

Assignor agrees, without any further consideration, to execute and deliver such other documents and to take other additional actions as Assignee may reasonably request in order to effectuate the purposes of the Agreement and this Assignment and to consummate the actions contemplated thereby and hereby and to confirm, record or otherwise evidence the same.

This Assignment shall be governed by, and construed in accordance with, the laws of the United States, in respect to trademark issues and in all other respects, including as to validity, interpretation and effect, shall be governed by and construed in accordance with the laws of the State of Delaware (without giving effect to the principles of conflicts of laws thereof).

[signature page follows]

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed as of the date first written above.

THE SCOOTER STORE, INC.

By: _____
Name:
Title:

SCHEDULE I





<u>MARK</u>	<u>APP. NO.:</u>	<u>REG. NO.</u>	<u>JURISDICTION</u>
	1,090,317	TMA 601,481	CANADA
THE SCOOTER STORE (and Design)	1,090,316	TMA 728,095	CANADA
FIND YOUR FREEDOM	1,090,315	TMA 605,044	CANADA
TURNING DISABILITIES INTO POSSABILITIES	1,090,319	TMA 605,976	CANADA
THE SCOOTER STORE (and Design)	002228385	002228385	EUROPEAN UNION (CTM)
	002227486	002227486	EUROPEAN UNION (CTM)
THE SCOOTER STORE (and Design)	1168765	1304749	MEXICO
	1168766	1264126	MEXICO
THE SCOOTER STORE (and Design)	479635	750768	MEXICO
	479634	750767	MEXICO
THE SCOOTER STORE	479633	749695	MEXICO

Exhibit F

Form of Assignments of Copyrights

[Attached.]

DBI/ 74294356.5

CH1682402.5
DC2898165.6

ASSIGNMENT OF COPYRIGHTS

ASSIGNMENT OF COPYRIGHTS (this "Assignment") made as of [●], 2013, by The Scooter Store, Inc., a Delaware corporation ("Assignor"), to Hoveround Corporation, a Florida corporation ("Assignee").

WHEREAS, The Scooter Store Holdings, Inc., the Scooter Store – USA, Inc., Assignor, Assignee, BGE1, LLC and each of the other sellers party thereto are parties to that certain First Amended and Restated Asset Purchase Agreement, dated as of [●], 2013 (as it may be further amended, supplemented or otherwise modified from time to time, the "Agreement"), providing for the execution and delivery of this Assignment by Assignor to Assignee (capitalized terms used herein without definition shall have the meanings set forth in the Agreement);

WHEREAS, Assignor is duly authorized to transfer, assign, convey and deliver the works of authorship (including all copyrights therein) listed on Schedule I attached hereto and incorporated by reference herein and all registrations and applications for registration thereof filed in the United States Copyright Office, including the U.S. registrations listed on Schedule I (collectively, the "Assigned Works"); and

WHEREAS, Assignee desires to acquire Assignor's right, title and interest in, to and under the Assigned Works.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor agrees as follows:

Assignor does hereby sell, transfer, assign, convey and deliver to Assignee, free and clear of all Liens (i) all of Assignor's right, title and interest in, to and under the Assigned Works, in all media, now existing or created in the future, and for the entire duration of such rights, and all registrations and applications for registration in connection therewith, and all issuances, extensions and renewals thereof, (ii) any past, present or future claims or causes of action arising out of or related to any infringement or other violation of any of the foregoing, and the right to sue or otherwise recover and retain damages, costs and attorneys' fees therefor and any other rights relating to the foregoing, (iii) all proceeds, including license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto, and (iv) all copies and tangible embodiments of all of the foregoing (in whatever form or medium), the same to be held and enjoyed by Assignee, its successors and assigns or their legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

Assignor agrees, without any further consideration, to execute and deliver such other documents and to take other additional actions as Assignee may reasonably request in order to effectuate the purposes of the Agreement and this Assignment and to consummate the actions contemplated thereby and hereby and to confirm, record or otherwise evidence the same.

This Assignment shall be governed by, and construed in accordance with, the laws of the United States, in respect to copyright issues and in all other respects, including as to validity, interpretation and effect, shall be governed by and construed in accordance with the laws of the State of Delaware (without giving effect to the principles of conflicts of laws thereof).

[signature page follows]

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed as of the date first written above.

THE SCOOTER STORE, LTD.

By: _____
Name:
Title:

SCHEDULE I

Title	Registration No.	Registration Date
Freedom Brochure 1 – April 2001	TX 5-746-765	April 1, 2003
Freedom Brochure III – August 2001	TX 5-746-764	April 1, 2003
Freedom Brochure IV – October 2001	TX 5-746-766	April 1, 2003

Exhibit B

Privacy Policy

01:14488164.4



The SCOOTER Store. Notice of Privacy Practices

©2011 The SCOOTER Store, Ltd. All rights reserved. Confidential

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

The SCOOTER Store is dedicated to protecting your medical information. We are required by law to maintain the privacy of protected health information and to provide you with this Notice of our legal duties and privacy practices with respect to protected health information. The SCOOTER Store is required by law to abide by the terms of this Notice.

HOW YOUR MEDICAL INFORMATION WILL BE USED AND DISCLOSED

We will use your medical information in supplying healthcare-related products. For example, your medical information may be used by our Mobility Consultants and your treating physician, by the business office to process your payment for the services rendered and by administrative personnel reviewing the quality of the care you receive. Your medical information may also be used, as necessary, to contact you to provide appointment reminders or information about treatment alternatives or other health-related benefits and services that may be of interest to you. For example, your name and address may be used to send you a newsletter about health-related products offered by The SCOOTER Store, current, new or alternative treatments, health resources, and other information related to your health. We may also use and/or disclose your information in accordance with federal and state laws for the following purposes:

Personal Representatives - If your personal representative has the authority by law to act on your behalf in making decisions related to your health care, we may disclose your medical information to him or her. We may require your personal representative to produce evidence of his or her authority to act on your behalf. In the event of your death, an executor, administrator, or other person authorized under the law to act on behalf of you or your estate will be treated as your personal representative.

Family and Friends - Unless you object, we may use and/or disclose your medical information to family members, other relatives or close personal friends when the medical information is directly relevant to that person's involvement with your care.

Notification - Unless you object, we may use and/or disclose your medical information to notify a family member, a personal representative or another person responsible for your care of your location, general condition or death.

Public Health Activities - We may use and/or disclose your medical information for public health activities and safety, for purposes related to controlling disease, injury, or disability.

Disclosure to Department of Health and Human Services - We may use and/or disclose medical information when required by the United States Department of Health and Human Services as part of an investigation or determination of our compliance with relevant laws.

Research - We may use or disclose your medical information for certain research purposes if an Institutional Review Board or a privacy board has altered or waived individual authorization, the review is preparatory to research or the research is on only decedent's information.

Health Oversight Activities - We may use or disclose your medical information for public health activities, including the reporting of disease, injury, vital events and the conduct of public health surveillance, investigation and/or intervention. We may disclose your medical information to a health oversight agency for oversight activities authorized by law, including audits, investigations, inspections, licensure or disciplinary actions, administrative and/or legal proceedings.

Abuse or Neglect - We may disclose your medical information when it concerns abuse, neglect or violence to you in accordance with federal and state law.

Legal Proceedings - We may disclose your medical information in the course of certain judicial or administrative proceedings.

Law Enforcement - We may disclose your medical information for law enforcement purposes or other specialized governmental functions.

Coroners, Medical Examiners and Funeral Directors - We may disclose your medical information to a coroner, medical examiner or funeral director to carry out their duties.

Organ and Tissue Donation - If you are an organ donor, we may use and/or disclose medical information to organizations that handle organ procurement or organ, eye or tissue donation or transplantation.

Disaster Relief - We may disclose your medical information to a public or private entity, such as the American Red Cross, for the purpose of coordinating with that entity to assist in disaster relief-efforts.

Public Safety - We may use or disclose your medical information to prevent or lessen a serious threat to the health or safety of another person or to the public.

Workers' Compensation - We may disclose your medical information as authorized by laws relating to workers' compensation or similar programs.

Inmates - We may release medical information about inmates to correctional institution or law enforcement officials, as necessary to provide the inmate with health care, to protect the health and safety of the inmate or others, or for the health and safety of the correctional institution.

Military and Veterans - We may release medical information as required by military command authorities, and as applicable, to appropriate foreign military authorities.

Business Associates - We may disclose your health information to a business associate with whom we contract to provide services on our behalf. To protect your health information, we require our business associates to appropriately safeguard the health information of our customers.

YOUR RIGHTS REGARDING YOUR MEDICAL INFORMATION

- You have the right to ask us to restrict certain uses and disclosures of your medical information for treatment, payment or health care operations. We are not required to agree to your request.
- You have the right to receive communications from us in a confidential manner.
- Generally, you may inspect and copy your medical information. This right is subject to certain specific exceptions, and you will be charged \$5.00 for copies of your records.
- You may ask us to amend your medical information.
- You may request a paper or electronic copy of this Notice of Privacy Practices for Protected Health Information.
- You have the right to receive an accounting of the disclosures of your medical information made by The SCOOTER Store during the last seven years except for disclosures for treatment, payment or healthcare operations, disclosures which you authorized and certain other specific disclosure types.
- You have the right to complain to us and/or to the United States Department of Health and Human Services if you believe that we have violated your privacy rights.
- If you choose to file a complaint, you will not be retaliated against in any way.

If you would like to submit a complaint or request additional information regarding your rights or regarding the uses and disclosures of your medical information, you may contact:

The SCOOTER Store
ATTN: Privacy Officer
PO Box 310709
New Braunfels, TX 78131
1-800-723-4535

hlpaao@thescooterstore.com

THIS NOTICE IS EFFECTIVE AS OF APRIL 14th, 2003.

REVISION OF NOTICE OF PRIVACY PRACTICES

We reserve the right to change the terms of this Notice, making any revision applicable to all the protected health information we maintain. If we revise the terms of this Notice, we will post a revised notice at The SCOOTER Store and will make paper copies of the revised Notice of Privacy Practices available upon request.

AUTHORIZATIONS

We will not use or disclose your medical information for any other purpose without your written authorization. Once given, you may revoke your authorization in writing at any time.