

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM304254

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Sale Order		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rodman & Renshaw, LLC		04/25/2013	LIMITED LIABILITY COMPANY:
Direct Markets, Inc.		04/25/2013	CORPORATION:
Direct Markets Holdings Corp.		04/25/2013	CORPORATION:
Direct Markets LLC		04/25/2013	LIMITED LIABILITY COMPANY:
RECEIVING PARTY DATA			
Name:	Direct Markets Services, LLC		
Street Address:	430 Park Avenue, 4th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	LIMITED LIABILITY COMPANY: NEW YORK		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	85486015	BLOCK DIRECT	
Serial Number:	85486103	SHARE DIRECT	
Serial Number:	85486303	SHELF DIRECT	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212-655-3500		
Email:	ap@msf-law.com, rmw@msf-law.com		
Correspondent Name:	Antonio Papageorgiou		
Address Line 1:	140 East 45th Street, 19th Floor		
Address Line 2:	Meister Seelig & Fein LLP		
Address Line 4:	New York, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	6276-024, -025, -026		
NAME OF SUBMITTER:	Antonio Papageorgiou		
SIGNATURE:	/Antonio Papageorgiou/		

TRADEMARK

DATE SIGNED:	05/12/2014
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Total Attachments: 5

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UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----X		
In re	:	Chapter 7
	:	
RODMAN & RENSHAW, LLC,	:	Case No. 13-10087 (REG)
	:	
Debtor.	:	

-----X		
In re	:	Chapter 7
	:	
DIRECT MARKETS, INC.	:	Case No. 13-10088 (REG)
	:	
Debtor.	:	

-----X		
In re	:	Chapter 7
	:	
DIRECT MARKETS HOLDINGS CORP.,	:	Case No. 13-10089 (REG)
	:	
Debtor.	:	
-----X		

**ORDER AUTHORIZING SALE OF DEBTOR’S PROPERTY IN “AS IS”
AND “WHERE IS” CONDITION, FREE AND CLEAR OF ALL LIENS,
CLAIMS, AND ENCUMBRANCES**

Upon the application, dated March 21, 2013 (the “Application”), of Yann Geron (the “Trustee”), as chapter 7 trustee of the estates of Rodman & Renshaw, LLC, Direct Markets, Inc., and Direct Markets Holdings Corp. (collectively, the “Debtors”), the above-captioned debtors, by his attorneys, Fox Rothschild LLP, for an order, pursuant to 11 U.S.C. §§ 105(a) and 363, authorizing the sale of all intellectual property of the Debtors (excluding all trademarks, service marks, trademark and service mark applications and registrations, domain name, corporate names and other source identifiers (whether registered or unregistered) that incorporate the terms “Rodman” and/or “Rodman & Renshaw”, together with all goodwill associated therewith), including but not limited to, all of the rights associated with: (1) patents, patent applications, patent disclosures, inventions (whether or not patentable or reduced to practice) and any improvements thereto, together with all reissues, continuations, continuations-in-part, divisionals, revisions, extensions and/or reexaminations thereof, if any, (2) trademarks, service

marks, trademarks and service marks applications and registrations, trade dress, trade names, logos, corporate names, domain names and other source identifiers (whether registered or unregistered), together with all goodwill associated therewith, if any, (3) copyrights, mask works, copyrightable works and works of authorship (whether registered or unregistered) and all registrations and applications for registrations thereof and all associated moral rights, (4) computer software (including , but not limited to, all source code, object code, libraries), developer tools, data, databases and documentation therefore, (5) trade secrets and other confidential information, and (6) all other intellectual property rights (of every kind and nature throughout the world and however designated) whether arising by operation of law, contract, license or otherwise (the "Property") to Direct Markets Services, LLC (the "Purchaser"), for [REDACTED] in "as is" and "where is" condition, free and clear of all liens, claims, and encumbrances; and it appearing that good and sufficient notice of the Application has been given; and due consideration having been given to any responses thereto; and a hearing on the Application having been held before this Court on April 25, 2013 (the "Sale Hearing"); and upon record of the Sale Hearing, which is incorporated herein by reference; and for good and sufficient cause

IT IS HEREBY FOUND AND DETERMINED THAT:

- A. Good and sufficient notice of the Application and the relief sought therein has been given, and no other or further notice is required, except as ordered below.
- B. A reasonable opportunity to object or be heard regarding the relief requested in the Application has been given.
- C. The notice of the hearing of this Application was good, appropriate, adequate and sufficient, and was reasonably calculated to provide all interested parties with

timely notice of the relief sought in the Application.

D. 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 Trustee has conducted the Auction¹ and sale process in compliance with applicable law.

E. The Trustee has demonstrated both (i) good, sufficient, and sound business purpose and justification and (ii) compelling circumstances for the sale pursuant to Section 363(b) of the Bankruptcy Code.

F. The sale has been negotiated, proposed and entered into by the Trustee and the Purchaser without collusion, in good faith, and from arm's-length bargaining positions.

G. Neither the Trustee nor the Purchaser has engaged in any conduct that would cause or permit any of the sale to be avoided under Section 363(n) of the Bankruptcy Code.

H. The Purchaser is acting, with respect to the sale and any transactions contemplated thereby, and this Order, as a good faith purchaser, as that term is used in the Bankruptcy Code and is, accordingly, entitled to the protections set forth in Section 363(m) of the Bankruptcy Code.

I. The consideration to be provided by the Purchaser for the Property (i) is fair and reasonable, (ii) is the highest or best offer for the Property, (iii) will provide a greater recovery for the Debtors' creditors than would be provided by any other practical available alternative, and (iv) constitutes reasonably equivalent value and fair consideration under the Bankruptcy Code and under the laws of the United States, any state, territory, possession, or the

¹ Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in the Application.

District of Columbia.

J. The transfer of the Property to the Purchaser will be a legal, valid, and effective transfer of the Property, and will vest the Purchaser with all right, title, and interest in and to the Property free and clear of any liens, claims or encumbrances.

K. The Trustee may sell the Property free and clear of all liens, claims or encumbrances because one or more of the standards set forth in Section 363(f)(1)-(5) of the Bankruptcy Code has been satisfied.

L. Entry of this Order is in the best interests of the Debtors' estates, their creditors and other parties-in-interest, as the Trustee has, among other things, ensured that the Property was sold subject to higher or better offers and, if competitive bids were received, at an open auction where the highest or best offer for the Property was solicited, and ensured that the estates' administrative costs were minimized.

NOW, THEREFORE, IT IS HEREBY ORDERED THAT:

1. The Application is granted to the extent provided herein.
2. Any objections to the entry of this Order that have not been withdrawn, waived, resolved or settled, and all reservations of rights included therein, are hereby overruled.
3. The Trustee's sale of the Property to Purchaser for [REDACTED] is approved.
4. Pursuant to Section 363 of the Bankruptcy Code, the Property is sold in "as is" and "where is" condition and free and clear of all liens, claims, and encumbrances, with any such liens, claims, and encumbrances to attach to the proceeds of the sale of the Property.
5. The transaction contemplated herein is undertaken by the Purchaser in good faith, as that term is used in Section 363(m) of the Bankruptcy Code, and accordingly, the

reversal or modification on appeal of the authorization provided herein to consummate the sale of the Property to Purchaser shall not affect the validity of such sale.

6. The Purchaser is found to be a purchaser in good faith of the Property and is entitled to the protections afforded by Section 363(m) of the Bankruptcy Code.

7. The consideration provided by the Purchaser in connection with the sale of the Property shall be deemed to constitute reasonably equivalent value and fair consideration under the Bankruptcy Code and under any laws of the United States, any state, territory, possession or the District of Columbia.

8. The consummation of the sale and the transfer of the Property to the Purchaser pursuant to this Order shall constitute a legal, valid and effective transfer of the Property, and shall vest the Purchaser with all of the right, title and interest, if any, of the Debtors in the Property.

9. The Trustee and the Purchaser are authorized and empowered to execute any further documents and take on further actions necessary to close on the sale of the Property.

10. Notwithstanding any provision in the Bankruptcy Code, the Bankruptcy Rules or the Local Bankruptcy Rules, the Debtors are not subject to any stay in the implementation, enforcement or realization of the relief granted in this Order, and the Trustee may, in his discretion and without further delay, take any action and perform any act authorized under this Order.

11. This Court shall retain jurisdiction to, among other things, interpret and enforce the terms and provisions of the sale of the Property and this Order.

Dated: New York, New York
April 25, 2013

s/ Robert E. Gerber

HONORABLE ROBERT E. GERBER
UNITED STATES BANKRUPTCY JUDGE