

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM313249

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	COURT ORDER		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Caribbean International News Corporation		11/26/2013	CORPORATION: PUERTO RICO
RECEIVING PARTY DATA			
Name:	Publi-Inversiones de Puerto Rico, Inc.		
Street Address:	206 Avenida de la Constitucion		
City:	San Juan		
State/Country:	PUERTO RICO		
Postal Code:	00901		
Entity Type:	CORPORATION: PUERTO RICO		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	86108537	EL VOCERO	
Serial Number:	86108540	EL VOCERO DE PUERTO RICO	
CORRESPONDENCE DATA			
Fax Number:	7877538944		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	7872825792		
Email:	tmproceedings@oneillborges.com		
Correspondent Name:	Travis D. Wheatley, Esq.		
Address Line 1:	250 Munoz Rivera Ave., Ste 800		
Address Line 4:	San Juan, PUERTO RICO 00918		
ATTORNEY DOCKET NUMBER:	G4534.100		
NAME OF SUBMITTER:	Travis D. Wheatley		
SIGNATURE:	/Travis D. Wheatley/		
DATE SIGNED:	08/07/2014		
Total Attachments: 27			
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IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF PUERTO RICO

IN RE:

CARIBBEAN INTERNATIONAL NEWS
CORPORATION

DEBTOR

CASE NO. 13-07759 MCF

CHAPTER 7

TRUSTEE'S REPORT OF SALE AND MINUTES OF SALE

TO THE HONORABLE COURT:

Comes now, Noemi Landrau Rivera, Chapter 7 Trustee duly appointed in the above captioned case, and before this Honorable Court sets forth Trustee's Report on Sale. :

Debtor, Caribbean International News Corporation, filed a Chapter 11 petition for bankruptcy relief on September 20, 2013. On October 15, 2013 this Court entered order granting the conversion of the case to a Chapter 7. See docket nos. 88.

On November 8th, 2013 Trustee filed a Notice of Intent to Sell Property at Public Sale including machinery, fixtures, equipment, printing press, trade names and logos. At hearing held on November 2, 2013, this Honorable Court entered order approving the public sale pursuant to the terms and conditions set forth in the notice as amended in open court. Notice of public sale with amendments stated in open court is included with this motion and identified as **Exhibit A**. Minutes of Court hearing approving sale are also included herein and identified as **Exhibit B**.

Pursuant to the Notice of Intent to Sell Property at Public Sale as approved by this Court, and notified to all parties in interest, Trustee hereby reports that the public sale of assets took place as scheduled on November 22, 2013 as follows:

1. **Date:** November 22, 2013

*emphasis added by
Publi-Inversiones Puerto Rico, Inc.*

TRADEMARK

REEL: 005338 FRAME: 0818

2. **Place:** Ochoa Building, 500 Tanca Street, Lobby Level, Old San Juan, Puerto Rico
3. **Time offering started:** 2:31 PM
4. **Time offering ended:** 2:32 PM
5. **Present for Debtor:** No representative of Debtor or its counsel of record was present.
6. **Parties present:** The following creditors were present thru their legal representatives: First Bank Puerto Rico, Municipality of San Juan, PR Department of Treasury, CRIM, Rey Colón, UPAGRA. Other parties in interest were also present including members of the media for El Nuevo Día, NotiCel and El Vocero. Refer to list of attendees present identified as **Exhibit C**.
7. **Bidder(s) present:** Only bidder present at auction was Publi-Inversiones de Puerto Rico, Inc. represented by counsel Mr. Charles Cuprill, Esq. and Mr. Gilberto Marxuach, Esq. Refer to attached list of qualified bidders identified as **Exhibit D**.
8. **Summary of bidding process:** Pursuant to notice of public sale approved by this Court at docket no. 145, bidder Publi-Inversiones de Puerto Rico was the only qualified bidder to appear at the public sale and was qualified by Trustee upon delivery to Trustee of certified check for the amount of \$400,000.00. See **Exhibit E**. As per notice of sale and stipulation approved by this Court at docket nos. 115, 116 and 145 Publi-Inversiones de Puerto Rico, Inc. was also allowed to present is credit bid for the amount of \$1,500,000.00. Public Auction was opened with bidder's offer for purchase in the amount of \$1,900,000.00 no other better offer was received by Trustee and sale of assets as provided in Notice of Intent to Sell at docket no. 116 was adjudicated in favor of Publi-Inversiones de Puerto Rico, Inc.
9. **Conditions to Highest Bidder:** Any closing costs for the transfer of assets will be paid by Publi-Inversiones de Puerto Rico, Inc. as detailed in Notice of Sale.
10. **Additional Matters:** Transfer of assets will be completed by December 1st, 2013. Trustee is currently engaged in the administrative proceedings needed to effectively close the operations of Debtor on November 30, 2013 and transfer assets of Debtor to Bidder effective December 1st, 2013. Trustee will continue liquidation of other assets of Debtor and the investigation of Debtor's financial affairs pursuant to the provisions of the Bankruptcy Code.

RESPECTFULLY SUBMITTED.

In San Juan, Puerto Rico, this 26th day of November 2013.

CERTIFICATE OF SERVICE: I hereby certify that on this same date I electronically filed the above document with the Clerk of the Court using the CM/ECF System which sends a notification of such filing to all parties in this case registered for receipt of notice by electronic mail as per attached list. I further certify that the foregoing document has been served to the US Trustee at ustregion21.hr.ecf@usdoj.gov and to Debtor's attorney, Alexis Fuentes Hernández, at his email of record; and by depositing true and exact copies thereof in the US regular mail all other interested parties as per attached master address list.

/s/ Noemí Landrau Rivera, Esq.
USDC 215510
Chapter 7 Trustee
PO Box 270219
San Juan, PR 00927-0219
Tel. 787-774-0224
Fax. 787-793-1004
nlandrau@landraulaw.com

EXHIBIT

A

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF PUERTO RICO**

IN RE:

CARIBBEAN INTERNATIONAL NEWS
CORPORATION

DEBTOR

CASE NO. 13-07759 MCF

CHAPTER 7

**NOTICE OF PUBLIC SALE OF CERTAIN ASSETS
PURSUANT TO 11 U.S.C. §363 FREE AND CLEAR OF LIENS**

TO THE HONORABLE COURT:

NOEMI LANDRAU RIVERA, Chapter 7 Trustee duly appointed for the administration and liquidation of the bankruptcy estate in the captioned case, hereby represents that she will sell at public sale certain property of estate of debtor Caribbean International News Corporation subject to the provisions of the Bankruptcy Code and as stated herein.

I. DESCRIPTION OF PROPERTY TO BE SOLD:

The properties, assets and rights of Caribbean International News Corporation ("Debtor") as defined in Exhibit A hereto, other than the Excluded Assets detailed in Exhibit A, related to or used or held for use in connection with Debtor's business as the same may exist at the day of the transfer of the assets (collectively, the "Property"), including to those referred to in Exhibit A hereto and identified as follows:

**Machinery, Fixtures, Equipment, Printing Press,
Office Equipment, Tradenames & Logos as listed in Exhibit A of this notice
with the exception of those items identified as "Excluded Assets"**

II. TERMS AND CONDITIONS OF PUBLIC SALE:

1. The public auction of the property has been scheduled to be held on **Friday, November 22, 2013, at 2:00 pm** to be conducted at Ochoa Building, 500 Tanca Street, Lobby Level, Old San Juan, Puerto Rico.

2. Sale shall be free and clear of liens, except as noted in the Liens and Encumbrances section of this notice. Such liens, if any, shall attach to proceeds pursuant to 11 U.S.C. 363(f). Payments to secured creditors participating in this sale are detailed below.

3. Secured creditor, Publi-Inversiones Puerto Rico, Inc. ("Publi-Inversiones"), will be allowed to participate as a bidder for the purchase of the assets pursuant to the terms and conditions set forth in stipulation included with this notice and identified as **Exhibit B**. Publi-Inversiones may credit bid for the sale of property up to the amount of \$1,500,000.00 and will pay Trustee an additional sum of \$400,000.00 for the benefit of the bankruptcy estate. Thus, secured creditor has set forth a good faith offer for purchase of the property in the total amount of \$1,900,000.

4. The trustee will complete the sale of the property and adjudicate the sale to the entity with the highest bid upon the terms set forth herein, except when the trustee, at her sole discretion, rejects any bids that does not comply with this notice or applicable law. The minimum amount to be considered as a bonafide offer shall be \$2,000,000.00 for all property subject to this sale.

5. The auction of property included in **Exhibit A** (with the exception of "Excluded Items") shall be sold as one single lot with bidding to start at \$2,000,000. Potential bidders must

qualify prior to the public auction by providing evidence of funds in certified manager's checks for the minimum amount as set herein in order to participate in the public auction. Sale adjudicated at the public auction shall be final and shall constitute an enforceable contract between the trustee and buyer.

6. Only qualified bidders and their advisors will be eligible to attend and bid at the auction. At the auction qualified bidders shall be entitled to make any additional bids. All bids subsequent to the initial bid at the auction must exceed the prior by not less than \$100,000, unless the Trustee, at her sole discretion, accepts any additional bid as may be compatible with the best interest of the bankruptcy estate. Bidding shall continue until such time as the highest and best offer is determined as a successful bid by Trustee.

7. The sale of property is made "as is" and "where is" without representation or warranty for any kind, express or implied, including, without limitation, representation or warranty of merchantability or of fitness for any particular purpose; and no warranty is made as to the accuracy of the above description for any assets for sale. The buyer is responsible of complying with all laws and regulations for the operation of the business. Buyer is also responsible of procuring and obtaining the transfers of the operating permits required to operate the business. All risk of loss shall pass to the buyer upon adjudication of the sale and closing of the sale by the trustee. Upon closing of the sale of the property, the prevailing buyer waives, releases and hold harmless the trustee, the bankruptcy estate and the creditors participating in this sale of any claims, damages or assessment on this transaction and with regards to the Property to be sold and transferred herein .

8. Full payment of the purchase price shall be delivered to Trustee upon adjudication of the sale. Failure to pay the full price shall entitle trustee to void the sale and adjudicate the sale to the next highest bidder. Compliance with this condition is essential for adjudication of this sale at the public auction.

9. Assets object of this sale are essential for the operation of an ongoing business which will be operated by Trustee until November 30, 2013, pursuant to order entered by this Court on October 15, 2013. Buyer shall take possession of the property acquired effective December 1, 2013 at which time property shall be transferred "as is" and "where is". Any account receivable generated as a result of the operation of debtor's business up to November 30, 2013 will be property of the bankruptcy estate subject to the administration of trustee.

10. If Buyer chooses to operate a business upon the completion of the purchase of the property, it must comply with all state and federal laws and regulations for the operation of such a business and the use of said property. Nothing in this Sale Order or the Asset Purchase Agreement shall be held to limit any independent obligation of the Buyer that potentially could arise after the closing pursuant to the National Labor Relations Act, 29 U.S.C. §145 et. seq. Any claims related to acts which transpired prior October 15, 2013 are the responsibility of Debtor and shall be claimed through the bankruptcy proceedings.

11. Subject to the provisions of the Bankruptcy Code and applicable non-bankruptcy law:

a) The Property will be sold under Section 363 of the Bankruptcy Code, will vest on the successful bidder with all right, title, and interest of the Debtor's estate to the Property free and clear of all interests of any kind or nature whatsoever, including but not limited to those (A) that

purport to give to any party a right or option to effect any forfeiture, modification, right of first refusal, or termination of Debtor's estate or the successful bidder's interest in the Assets, or any similar rights and (B) relating to taxes arising under or out of, in connection with, or in any way relating to the operation of the Assets prior to the Public Sale.

b) The transfer of the Property will not subject the successful bidder to any liability whatsoever with respect to the operation of the Property or employment of the Debtor's current or former employees prior to the Public Sale or by reason of such transfer under the laws of the United States or any state, territory, or possession thereof including the Commonwealth of Puerto Rico, based, in whole or in part, directly or indirectly, on any theory of law or equity, including, without limitation, any theory of equitable law, including, without limitation, any theory antitrust or successor or transferee liability with regard to severance obligations that may be due and owing by the Debtor or the Trustee.

c) Neither the successful bidder nor any of its designees (as a successor entity, successor employer or otherwise) will acquire or assume or be deemed to have acquired or assumed any obligations or liabilities of the Debtor or the Trustee including asserted or unasserted, known or unknown, employee related claims, wage and hours claims, severance claims or payments, employment benefits claims, payroll taxes, payroll tax withholding and garnishments, workers' compensation contributions or liability, employee contracts, employee seniority accrued by the employees while employed by the Debtor or the Trustee (including but not limited to any claim, liability or seniority rights under Puerto Rico Law 80 of May 30, 1976, as amended, or any other law, regulation, contract, trust, plan or policy), pension plan contribution and successor liability,

and all persons and/or entities upon approval of the Public Sale will be permanently enjoined and restrained from asserting or prosecuting any claim against the successful bidder or its affiliates or designees or agents, to recover on any such claim such person has or may have against the Debtor, its Estate or the Trustee, and/or the Property, relating to the ownership, use and/or operation of the Property, including, without limitation, any present or future right of first refusal or right to set-off or recoupment or under or on account of any theory for successor liability.

d) Neither the successful bidder, its affiliates or designees, nor their respective successors or assigns, shall be obligated or liable, either directly or indirectly, as successor, transferee or otherwise, for any liabilities or interests of the Debtor, of any of its affiliates or the Trustee (whether under federal or state law or the laws of the Commonwealth of Puerto Rico or otherwise) as a result of the purchase of the Property or employment of any former employee of the Debtor or the Trustee, including, without limitation, any retention agreements entered into by the Debtor pre-petition or post-petition. The successful bidder, its affiliates or designees, or their respective successors and assigns shall not be deemed to be a successor or successor in interest or responsible person to the Debtor or any current or former creditor, employee, equity holder or other party in interest with respect to any liability or interest and none shall have any liability (whether under federal or state law or the laws of the Commonwealth of Puerto Rico or otherwise) for successor liability, including, without limitation, with respect to any liabilities or interests arising from or under any theory of tax, environmental, employment or other laws and statutes of the United States, and any of its states, territories and possessions, including the Commonwealth of Puerto Rico.

e) Under no circumstances the successful bidder shall be deemed a successor of or to the Debtor of any kind or nature whatsoever. The interests of any kind or nature whatsoever in the Property shall remain with, and continue to be obligations of the Debtor or the estate. All persons holding interests against or in the Debtor or the Property of any kind or nature whatsoever shall be forever barred, estopped, and permanently enjoined from asserting, prosecuting, or otherwise pursuing such interests of any kind or nature whatsoever against the successful bidder, their respective property, their respective successors and assigns, or the Assets with respect to any interest of any kind or nature whatsoever such person or entity had, has or may have against or in the Debtor, its Estate, its officers, directors, shareholders, or the Assets. Following the closing on the Public Sale, no holder of an interest in the Debtor shall interfere with the successful bidder's title to or use and enjoyment of the Property based on or related to such interest, or any action in Debtor's bankruptcy case.

12. Property object of this sale is located in leased premises located in part at 200, 202, 204 & 206 Constitucion Ave., Puerta de Tierra, San Juan, Puerto Rico and at D Street Corner with E Street Constitución No. 0101, Industrial Park, Puerto Nuevo, San Juan, PR 00906. Lease payments over said properties will be paid by trustee up to November 30, 2013. Buyer shall be responsible for the negotiation, assumption and payment of any lease of real property after the transfer of assets to purchaser. Buyer shall release and hold harmless the trustee and the estate for any payment of monthly rent due in favor of lessors after November 30th, 2013 pursuant to the agreements filed before the Bankruptcy Court at docket nos. 110 and 113. Lease contracts shall be deemed rejected by Trustee as of December 1st, 2013 unless buyer reaches an agreement

with lessees before said date.

13. The property subject of this sale may be inspected by potential buyers upon appointment with the undersigned trustee via written request to be sent via fax to (787) 793-1004.

III. LIENS AND ENCUMBRANCES

As per investigation by trustee property to be sold holds liens and encumbrances subject to payment with proceeds of sale. Creditors and parties in interest are urged to review the documents enclosed with the notice of sale to ascertain the correct description of the liens perfected against the properties subject of this sale. In summary, the liens and encumbrances affecting the properties subject of this sale are as follows:

1. Publi-Inversiones Puerto Rico, Inc. ("Publi-Inversiones") holds a first rank and a junior lien over the Property and has consented to the sale of assets free and clear of all liens. See stipulation with secured creditors filed before the Bankruptcy Court at docket no. 115 and included herein as **Exhibit B**. The total amount due on account of secured claims is \$4,195,046.45. Publi-Inversiones has set forth a valid offer for the purchase of the property in the total amount of \$1,900,000.00 which consists of a credit bid in the amount of \$1,500,000.00 and an additional payment of \$400,000.00 to the trustee for the benefit of the estate. If Publi-Inversiones is not the successful bidder at Public Sale then secured creditor will be paid the sum of \$1,500,000.00 in full payment of its claim.

2. There are several Federal Tax Liens, filed under Internal Revenue Laws in the Office of the Clerk of the United States District Court for the District of Puerto Rico against Debtor.

The embargoes issued in favor of the Internal Revenue Service are the following:

	<u>Serial Number</u>	<u>ID Number</u>	<u>Amount</u>	<u>Date</u>
a)	343685207	660420585	\$1423288.32	03/23/07
b)	343685307	660420585	\$1993152.69	03/23/07
c)	361883407	660420585	\$ 841503.52	05/16/07
d)	369267107	660420585	\$ 559305.75	06/29/07
e)	432965008	660420585	\$145565.75	04/04/08
f)	437355508	660420585	\$36806.03	04/21/08
g)	467311708	660420585	\$243109.05	09/09/08
h)	500474308	660420585	\$297941.41	12/23/08
i)	567383309	660420585	\$ 258236.13	08/17/09
j)	598915709	660420585	\$236142.78	12/02/09
k)	858562812	660420585	\$256676.09	04/23/12

The Internal Revenue Tax liens will be treated pursuant the provisions of 11 U.S.C. §724. This creditor will receive no distribution from the proceeds of the sale since it will receive distribution from the proceeds of the liquidation of inventory and accounts receivable of Debtor.

IV. PROCEEDS AND DISTRIBUTION OF PROCEEDS

The Trustee and Publi-Inversiones, have entered into a stipulation through which Publi-Inversiones has consented to the sale of the Property, free and clear of liens, pursuant to the provision 11 U.S.C. § 363 (f)(2) upon payment of the sum of \$1,500,000.00.

All proceeds from the sale of the Property, in excess of \$1,500,000.00 will belong to the estate to be administered by the Trustee and distributed pursuant to the provisions of the Bankruptcy Code.

Upon adjudication of the public auction Trustee will deliver to successful bidder all of the necessary documents to discharge liens over the property. All selling expenses are to be paid by the bidder to whom the sale is adjudicated, including but not limited to any amounts to be

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----- The following non-judicial publication is to appear after this is filed with the Clerk's Office. -----

CERTIFICATE OF SERVICE: I hereby certify that on this same date I electronically filed the above document with the Clerk of the Court using the CM/ECF System which sends a notification of such filing to all parties in this case registered for receipt of notice by electronic mail as per attached list. I further certify that the foregoing document has been served to the US Trustee at ustregion21.hr.ecf@usdoj.gov and to Debtor's attorney, Alexis Fuentes Hernández, at

paid for the cancellation of liens encumbering the property.

Trustee's commissions will be paid from the share of the sale proceeds corresponding to the estate and will be computed pursuant to 11 U.S.C. §326, with allowance of said compensation subject to notice, hearing and Court approval. The bankruptcy estate share of these proceeds will be subject to distribution pursuant the provisions of 11 U.S.C. §726.

NOTICE IS HEREBY GIVEN that no other liens or secured creditors have been identified that may encumber the personal property subject of this sale. Any purposed creditor with a valid and enforceable lien over the assets of this estate shall inform the trustee or object to this sale within the next **TWELVE (12) DAYS** from the Date of this Notice, in order to have its claim considered within the sale of these assets. Objections will be waived unless property raised within the time period provided herein.

NOTICE IS HEREBY GIVEN that unless any other creditor or other party in interest files a written objection, with a copy therefore served to the trustee, within **TWELVE (12) DAYS** from the Date of the Notice, the trustee will conduct the sale contemplated herein and will adjudicate the sale(s) upon the term herein set forth. Should a timely objection be filed, a hearing on such objection will be schedule by the Court. Objections will be waived unless properly raised within the time period provided herein.

PROSPECTIVE BIDDERS AND PARTIES IN INTEREST are strongly encouraged to carefully review this Notice of Sales, together with its exhibits. A full copy of this Notice together with its exhibits, is available for inspection at the Clerk's Office of the United States Bankruptcy Court for the District of Puerto Rico.

I further certify that copy of this Notice with Exhibits will be posted on the bulletin board at the 341 meeting room located at First Floor of the Ochoa Building, 500 Tanca Street, Lobby Level, Old San Juan and with the website of the Clerk's office at prb.uscourts.gov.

I further certify that a Summary providing Information of this Notice of Sale will be sent to the following newspaper for publication at El Vocero after this is filed with the Clerk's Office.

CERTIFICATE OF SERVICE: I hereby certify that on this same date I electronically filed the above document with the Clerk of the Court using the CM/ECF System which sends a notification of such filing to all parties in this case registered for receipt of notice by electronic mail as per attached list. I further certify that the foregoing document has been served to the US Trustee at ustregion21.hr.ecf@usdoj.gov and to Debtor's attorney, Alexis Fuentes Hernández, at

his email of record; and by depositing true and exact copies thereof in the US regular mail all other interested parties as per attached master address list.

RESPECTFULLY SUBMITTED.

In San Juan, Puerto Rico, this 8 th day of November of 2013.

/s/ Noemi Landrau Rivera
Chapter 7 Trustee
PO Box 270219
San Juan, PR 00927-0219
Tel. (787) 774-0224
Fax. (787) 793-1004

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF PUERTO RICO

Minute Entry

Hearing Information:

Debtor: CARIBBEAN INTERNATIONAL NEWS CORPORATION
Case Number: 13-07759-MCF7 Chapter: 7
Date / Time / Room: 11/21/2013 3:00 PM
Bankruptcy Judge: MILDRED CABAN FLORES
Courtroom Clerk: CARMEN B. FIGUEROA
Reporter / ECR: INECITA COLLAZO

Matter:

1. URGENT MOTION REQUESTING HEARING TO ENTERTAIN TRUSTEE'S "NOTICE OF SALE OF CERTAIN ASSETS PURSUANT TO 11 USC § 363 FREE AND CLEAR OF LIENS" AND OPPOSITION THERETO FILED BY UNION DE PERIODISTAS, ARTES GRAFICAS Y RAMAS ANEXAS (DKT #132)
2. OPPOSITION TO "NOTICE OF SALE CERTAIN ASSETS PURSUANT TO 11 USC § 363 FREE AND CLEAR OF LIENS" FILED BY UNION DE PERIODISTAS, ARTES GRAFICAS Y RAMAS ANEXAS (DKT #134)
3. REPLY TO OPPOSITION TO NOTICE OF SALE OF CERTAIN ASSETS PURSUANT TO 11 U.S.C. § 363 FREE AND CLEAR OF LIENS FILED BY PUBLI-INVERSIONES DE PUERTO RICO, INC. (DKT #135)

Appearances:

- Noemi Landrau, Esq., Chapter 7 Trustee
- Gerardo Pavia Cabanillas, Esq. on behalf of the Chapter 7 Trustee
- Charles Alfred Cuprill, Esq. on behalf of Publi-Inversiones Puerto Rico, Inc.
- Fausto David Godreau, Esq. and Rafael Gonzalez Valiente, Esq. on behalf of Union De Periodistas, Artes Graficas y Ramas Anexas ("UPAGRA")
- Michael P. Richman, Esq. and Migda L. Rodriguez Collazo, Esq. on behalf of Puerto Rico Department of Treasury
- Monsita Lecaroz, Esq. on behalf of the United States Trustee
- Maria Mercedes Figueroa y Morgade, Esq. on behalf of Municipality of San Juan
- Carmen Priscilla Figueroa-Bell, Esq. on behalf of CRIM

Minutes of Proceedings:

ORDER

The Chapter 7 Trustee and UPAGRA reached an agreement whereby UPAGRA withdrew its objection to the Notice of Sale (Docket No. 134) subject to an amendment to the language of the Notice of Sale (Docket No. 116):

1. Delete the second sentence in paragraph 10 of page 4 of the Notice of Sale, which reads as follows:

"Nothing in this notice of sale will be intended to, nor shall it be deemed to, preclude the National Labor Relations Board or any court from exercising its jurisdiction in order to enforce the provisions of the National Labor Relations Act on account of any acts that transpire after December 1, 2013."

2. Substitute the aforementioned sentence with the following quote contained in paragraph 4 of page 15 of Opposition to Notice of Sale of Certain Assets Pursuant to 11 U.S.C. §363 Free and Clear of Liens (Docket No. 134):

Nothing in this Sale Order or the Asset Purchase Agreement shall be held to limit any independent obligation of the Buyer that potentially could arise after the closing pursuant to the National Labor Relations Act, 29 U.S.C. §145 et seq.

The priority claims of the employees will be determined on a subsequent date.

As a result of the agreed upon amendment to the Notice of Sale, UPAGRA's opposition (Docket No. 134) was withdrawn in open Court. No objections to the proposed amended language of the Notice of Sale were raised. No additional objections to the Notice of Sale were voiced by the parties present at the hearing.

The Chapter 7 Trustee's Notice of Public Sale of Certain Assets pursuant to 11 U.S.C § 363 free and clear of Liens (Docket No. 116) is hereby approved as amended in open court.

The Stipulation by and Among the Trustee and Secured Creditors, Publi-Inversiones Puerto Rico, Inc. and Caribbean Media, LLC (docket #115) is hereby approved as unopposed. The Trustee's Application to Employ Pavia & Lazaro, PSC as counsel (Docket No. 104) is hereby granted as unopposed.

The Chapter 7 Trustee's and the UPAGRA's Joint Motion to file Stipulation (Docket No. 108) and the Trustee's Application for Appointment of Jimenez, Graffam & Lausell and its counsels Jorge C. Pizarra Garcia, Esq. and Jose R. Gonzalez Noguerras, Esq., as Labor and Employment Counsels (Docket No. 109) shall be approved, if no timely objections are filed. The Clerk is to follow-up on both matters.

SO ORDERED.

/s/Mildred Caban Flores
U.S. Bankruptcy Judge

EXHIBIT

CARIBBEAN INTERNATIONAL NEWS 13-07759 MCF

Public Auction: November 22, 2013 at 2:00 pm
 At: First Floor, Ochoa Bldg., Old San Juan, PR

ATTENDEES PRESENT

NAME OF ENTITY	ADDRESS	TEL / FAX	EMAIL	REPRESENTATIVE / ATTORNEY & CONTACT INFO
Angel M. Velazquez Banaez First Bank PR	PO Box 191017 San Juan PR 00919-1017	(787) 754-1313 (787) 754-1760	angelvelazquez@firstbankpr.com	Angel M. Velazquez Banaez
RICARDO DÍAZ COURT	4111 CAER 17th BOYNABO	787 786-9898	RICARDO@BOYNABO.COM	STEP RING LLC
MARIZ MEREDES Carmen y Lore	florenciamercedes@compu.com	787-625-2746		Municipalidad de San Juan
Dpt. of Treasury Dpt. of Justice CR 111	PO Box 195387 San Juan PR 00919-5387	787-625-2746 X2112 787-625-4073	cfigueroa@crimpr.net	Yanis Blanco Santiago Michael Richman Mirya Liz Rodriguez Carmen Friscolla-Figueroa, Esq.

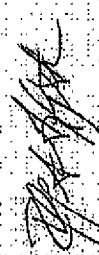
TRADEMARK

CARIBBEAN INTERNATIONAL NEWS 13-07759 MCF

Public Auction: November 22, 2013 at 2:00 PM

At: First Floor, Ochoa Bldg., Old San Juan, PR

ATTENDEES PRESENT

NAME OF ENTITY	ADDRESS	TEL / FAX	EMAIL	REPRESENTATIVE / ATTORNEY & CONTACT INFO
NotiCel	1311 Ponce de Leon, Suite 203 S.A. P.R. 00907	(787) 725-209-1714	noticelmesa@gmail.com	Oscar Semran 505-5429
Messu-Correa El Vocero		(787) 725-2100	mcorrea@vocero.com	
Misma 1122 El Nuevo Dia		647-5973	mdiaz@elnuevodia.com	Ramón Durrón ramond@debutalaw.com
Ray Colon The Spinn	Ex-emplar do Vocero	787-989-5457	yayecolin@att.net	
WRAGDA		787-724-0230	rgonzalez@brylaw.com	Fabrizio Gonzalez-Roberto 

TRADEMARK

CARIBBEAN INTERNATIONAL NEWS 13-07759 MCF

Public Auction: November 22, 2013 at 2:00 pm

At: First Floor, Ochoa Bldg., Old San Juan, PR

ATTENDEES PRESENT

NAME OF ENTITY	ADDRESS	TEL / FAX	EMAIL	REPRESENTATIVE / ATTORNEY & CONTACT INFO
UPA 6RA	P.O. Box 436302 San Juan, PR 00936	787-781-8550	sindicatos@yahoo.com	Néstor Sub SECRETARÍO ESECA 7, 16
INGRID TORRES		(787) 504-7116	ingres@uconn.com	L. Torres King
Julio Guzman		(787) 421-6498	julio.guzman@usdoj.gov	U.S. Trustee

TRADEMARK

EXHIBIT

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CARIBBEAN INTERNATIONAL NEWS 13-07759 MCF

Public Auction: November 22, 2013 at 2:00 pm

At: First Floor, Ochoa Bldg., Old San Juan, PR

LIST OF QUALIFIED BIDDERS

NAME	ADDRESS	TEL / FAX	EMAIL	REPRESENTATIVE / ATTORNEY
<i>Rbhi Inquiries</i>	<i>Calle Fortaleza # 356 Old San Juan, PR</i>	<i>787-977-0575</i>	<i>ca-cipill@cipill.com gilbertmarxwach@gmail.com</i>	<i>Ltd. Charles Cipill Gilberto Marxwach</i>

TRADEMARK

IN RE:

CARIBBEAN INTERNATIONAL NEWS CORPORATION

DEBTOR

CASE NO. 13-07759 MCF

CHAPTER 7

ECM/ECF PARTICIPANTS RECEIVING NOTICE VIA EMAIL

Party	Attorney	Email
United States Trustee	Monsita Lecaroz Arribas, Esq. Assistant U.S. Trustee	ustpreion21.hr.ecf@usdoj.gov
Caribbean International News Corp.	Alexis Fuentes Hernandez, Esq.	alex@fuentes-law.com
Publi-Inversiones Puerto Rico Inc.	Charles A. Cuprill, Esq.	ccuprill@cuprill.com cacuprill@cuprill.com
Todly Group Inc.	Juan M. Suarez Cobo, Esq.	suarezcobo@prtc.net suarezcobo@gmail.com
Commonwealth of Puerto Rico & Department of Treasury	Migda Liz Rodriguez Collazo, Esq.	bankruptoyjusticia.gobierno.pr@gmail.com migrodriguez@justicia.pr.gov
Fiddler Gonzalez & Rodriguez, PSC	José L. Ramirez-Coll, Esq. Joseline Rodriguez Ortiz, esq.	jramirez@fgrlaw.com jrodriguez@fgrlaw.com
CRIM	Carmen F. Figueroa-Bell, Esq.	cfigueroa@crimpr.net
Municipality of San Juan	Maria Mercedes Figueroa y Morgado, Esq.	figueroaymorgadelaw@yahoo.com
PR Electric Power Authority (PREPA)	José R. Cintron Rodriguez, Esq.	j-cintron-djur@prepa.com
National Labor Relations Board	Luis F. Padilla, Esq.	luis.padilla@nlrb.gov
Union de Periodistas, Artes Graficas y Ramas Anexas (UPAGRA)	David Godreau Zayas, Esq. Rafael Gonzalez Valiente, Esq.	dgodreau@lbgrlaw.com rgonzalez@lbgrlaw.com
Caribbean Media LLC	Jorge I. Peirats, Esq.	jpeirats@pmaalaw.com
Commonwealth of Puerto Rico Department of Treasury	Hunton & Williams LLP Michael P. Richman, Esq. Robert Rich, Esq. Peter S. Partee, Sr., Esq.	mrichman@hunton.com rrich2@hunton.com ppartee@hunton.com
PC Realty Company, Inc.	Eduardo José Cobian Roig, Esq.	eduardo@cobianroig.com
Merchandise Center, Inc.	Wigberto Lugo Mender, Esq.	wlugo@lugomender.com
First Bank PR	Angel Vazquez Bauzá, Esq.	avazquez@enrassociates.com
State Insurance Fund	Wally de La Rosa, Esq.	wdearosa@cfse.gov.pr
Puerto Rico Department of Labor	Antonio R. Lanzar, Esq.	alanzar@dtrh.gobierno.pr
United States of America Internal Revenue Service	Norah E. Bringer, Esq. Christopher J. Williamson, Esq.	norah.e.bringer@usdoj.gov christopher.j.williamson@usdoj.gov

TRADEMARK

REEL: 005338 FRAME: 0839

Estate of Gaspar Roca Cond. Parque de las Fuentes Apt. 1706 Cesar Gonzalez St. San Juan, PR 00918	Department of Treasury of Puerto Rico Rico PO Box 9022501 San Juan, PR 00918	Department of Labor of Puerto Rico PO Box 1020 San Juan, PR 00919-1020
Elliot Stein, Jr. 820 Park Ave. New York, NY 10021	Abltibi Bowater 55 E. Camperdown Way Greenville SC 29602-1028	CRIM PO Box 195387 San Juan, PR 00919-5387
Internal Revenue Service PO Box 21126 Philadelphia, PA 19114-8179	Municipio de San Juan Call Box 70179 San Juan, PR 00936-8179	Caribbean Media LLC 4151 N. Mulberry Drive Suite 245 Kansas City, MO 64116
State Insurance Fund PO Box 365028 San Juan, PR 00936-5028	I. Martin Pompadur 10 Highland Farms Rd. Greenwich CT 06831	Arnold & Porter 555 12 th St. NW Washington DC 20004-1206
Hagedorn Communications 662 Main Street New Rochelle NY 10801	PC Realty Company, Inc. PO Box 19119 Fernandez Juncos Station San Juan, PR 00910-9116	Central National Gottesman Inc. Three Manhattanville Road Purchase, NY 10577-2110
Luis A. Ortiz María I. Alvarado PMB 168 Caguas, PR 00726	Multi Services Company LLC PO Box 453 Carolina, PR 00986	Fiddler Gonzalez & Rodriguez PSC PO Box 363507 San Juan, PR 00936-3507
Multi Media Management LLC PO Box 441 Carolina, PR 00986	Caribbean International News Corp. PO Box 9027515 San Juan, PR 00902-7515	Alexis Fuentes Hernandez Fuentes Law Offices, LLC PO Box 9022726 San Juan, PR 00902-2726

EXHIBIT A TO NOTICE OF SALE

Assets to be sold at public sale are, all the properties, assets and rights of Caribbean International News Corporation ("Debtor") (other than the Excluded Assets, as defined below) related to or used or held for use in connection with Debtor's business as the same may exist at the day of the transfer of the assets (collectively, the "Property") consisting of:

(a) all owned furniture, signs, fixtures, appurtenances, improvements, equipment, inventory and supplies which are located in, on or at the Debtor's premises (collectively, the "Personal Property") identified on Schedule 1.2 (a) hereto.

(b) the unexpired not rejected nonresidential real property leases (the "Leases"), with all related leasehold interests, entitlements and licenses;

(c) all other equipment, machinery, fixtures, furniture, and other tangible or intangible personal property that is owned by the Debtor and utilized for operation of the Debtor's business, including, without limitation, to the extent owned by the Debtor, all printing presses and all related machinery and equipment, all pre-printing and production machinery and equipment, all attachments, appliances, fittings, gas and oil burners, lighting fixtures, doors, cabinets, partitions, mantels, elevators, electric motors, pumps, screens, flagpoles, all sprinkler, plumbing, heating, air conditioning, electrical, ventilating, lighting, incinerating, vacuum cleaning, refrigerating, cooling and security systems, shelving, computers, freezers, coolers, racks, extrusion equipment, pallets, trash compactor, pallet trucks, boilers, engines, motors, dynamos, radiators, pipes, wiring and other apparatus, vaults, safes, fire prevention and extinguishing equipment, carpets, floor coverings, office equipment and furniture, kitchen appliances, and antennae (together with all parts and supplies pertaining thereto), and all facilities and equipment situated at the Debtor's business premises that are owned by the Debtor and used to provide any utility services, parking services, trash disposal services or any other services in connection with the Debtor's business (collectively, the "Additional Personal Property"), including, without limitation, any other miscellaneous personal property not identified on Schedule 1.2 (a) hereto;

(d) all buildings, structures, fixtures and improvements (collectively "Improvements") situated on and/or in the premises that are the object of the Leases;

(e) to the extent assignable and transferable to the Purchaser, all rights of the Debtor to the warranties and licenses received from any manufacturers that relate or pertain to the Personal Property;

(f) to the extent assignable and transferable to the Purchaser, all computer hardware and software (including, without limitation, process control software and payroll software) owned by the Debtor or licensed to the Debtor and used in connection with the operation of the Debtor's business with the exception of any data contained in said software which may be needed by Trustee for the administration of the estate and the completion of her duties pursuant

to the Bankruptcy Code;

(g) to the extent assignable and transferable to the purchaser, all permits, certificates of occupancy, authorizations, consents, orders, rulings, decrees, licenses and approvals (collectively the "Permits") related to the Debtor's business and/or used in connection with its operation;

(h) all plans and specifications relating to or for the Debtor's business in the Debtor's possession;

(i) all books, files, documents and records owned by or in the control of the Debtor (in whatever format they exist, whether in hard copy or electronic format), including, without limitation, all computer data bases, records and information, test results, copies or originals of all product specifications, plans, data, studies, drawings, diagrams, engineering data, training manuals, safety and environmental reports and documents, maintenance schedules and operating and production records, inventory records, business plans, and marketing materials (collectively, the "Books and Records") that are related and/or used in connection with the operation of the Debtor's business, with the exception of those records which the trustee may need to comply with her duties pursuant to the Bankruptcy Code;

(j) all communication equipment owned, leased or licensed (to the extent assignable and transferable) by the Debtor used in the operation of the Debtor's business;

(k) all environmental reports, surveys, blueprints, drawings, building or site plans and specifications, and all other similar documents in the Debtor's possession that relate to the Debtor's business;

(l) to the extent assignable and transferable to the Purchaser, all nonproprietary operating software and MIS systems used or related to the operation of the Debtor's business; and;

(m) All trademarks, service marks, trade names, service names, brand names, all trade dress rights, logos, corporate names and general intangibles of a like nature, together with the goodwill associated with any of the foregoing, including, without limitation the terms "El Vocero" and "El Vocero de Puerto Rico" and all derivatives and variations thereof now in use and used in the past, the domain name vocero.com and the webpages vocero.com and Vocero Clasificados, and all pending registrations related to such trademarks, service marks or trade names, including the pending applications at the Puerto Rico Trademark Registry, Filing Numbers: 100132-15-1, 100131-35-1 and 100130-41-1.

NOTWITHSTANDING anything to the contrary herein, nothing in the Stipulation shall be deemed to sell, transfer, or assign or convey, the following assets (the "Excluded Assets") which remain part of the bankruptcy estate subject to the administration of trustee appointed for the administration and liquidation of Debtor's assets:

(1) Any asset of the Debtor that otherwise would constitute Property but for the fact that it is conveyed, leased or otherwise disposed of, in the ordinary course of business, during the time from the date hereof until the Closing;

(2) All contracts rejected by the Trustee;

(3) All Employee Benefit Plans currently or previously sponsored or maintained by the Debtor or the Debtor's ERISA Affiliates (collectively, the "Debtor Controlled Group") or their respective predecessors or with respect to which the Debtor Controlled Group or their respective predecessors has made or is required to make payments, transfers or contributions in respect of any present or former employees, directors, officers, shareholders, consultants or independent contractors of the Debtor or the Debtor's ERISA Affiliates or their respective predecessors (collectively, the "Debtor Benefit Plans"), and all insurance policies, fiduciary liability policies, benefit administration contracts, actuarial contracts, trusts, escrows, surety bonds, letters of credit and other contracts primarily relating to the Debtor Benefit Plan;

(4) All of the Debtor's account receivables up to November 30, 2013;

(5) All of the Debtor's corporate books, records (including corporate MIS records), including, without limitation, personnel records of the Debtor's Employees and those records and files related to the financial affairs Debtor.

(6) The shares of capital stock of the Debtor;

(7) All vehicles of the Debtor;

(8) The inventory of materials used to print the newspaper, property of Debtor;

(9) All of the Debtor's rights relating to a tax refund or any other benefit pursuant to applicable law;

(10) Any amounts payable by any affiliate of the Debtor to the Debtor or any other receivable payable to the Debtor by any affiliate thereof; and

(11) All records required by the Trustee to comply with the duties and obligations imposed on her by the Bankruptcy Code.