

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM342304

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ORDER RELEASING LIEN ON TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PRIVATEBANK AND TRUST COMPANY		10/16/2013	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	IPC INTERNATIONAL CORPORATION		
Street Address:	2111 WAUKEGAN ROAD		
City:	BANNOCKBURN		
State/Country:	ILLINOIS		
Postal Code:	60015-1830		
Entity Type:	CORPORATION: ILLINOIS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2282257	PROTECTING AMERICA'S MALLS	
Registration Number:	3779446	PROTECTION THROUGH PREVENTION	
Registration Number:	3141823	PROTECTING AMERICA'S MALLS	
CORRESPONDENCE DATA			
Fax Number:	8585093691		
<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:	(858)720-8900		
Email:	Docketing@SheppardMullin.com, CStroesser@SheppardMullin.com		
Correspondent Name:	Jesse A. Salen		
Address Line 1:	Sheppard Mullin Richter & Hampton LLP		
Address Line 2:	12275 El Camino Real, Suite 200		
Address Line 4:	San Diego, CALIFORNIA 92130-2006		
ATTORNEY DOCKET NUMBER:	15EG-211003		
NAME OF SUBMITTER:	Jesse A. Salen		
SIGNATURE:	/Jesse A. Salen/		
DATE SIGNED:	05/22/2015		
Total Attachments: 29			
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IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:)	Chapter 11
IPC International Corporation, <i>et al.</i> ¹)	Case No. 13-12050 (MFW)
Debtors.)	Jointly Administered
)	Re: 21 + 255

ORDER (A) AUTHORIZING THE SALE OF ASSETS FREE AND CLEAR OF LIENS, CLAIMS, ENCUMBRANCES, AND INTERESTS, AND (B) AUTHORIZING AND APPROVING THE ASSUMPTION AND ASSIGNMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES IN CONNECTION WITH SUCH SALE

On October 9, 2013, at approximately 11:30 a.m. (Eastern time), a hearing was held to consider and approve the sale of substantially all of the Debtors' assets in their standing guard and patrol business and related relief, including the assumption and assignment of contracts and leases, set forth in the *Motion of the Debtors For Orders: (1)(A) Approving Bidding Procedures For the Sale of Assets Used in the Debtor's Standing Guard and Patrol Business, (B) Scheduling an Auction and Hearing to Consider Such Sale of Assets, (C) Authorizing Payment of the Break-Up Fee and Expense Reimbursement, (D) Approving Assumption and Assignment Procedures Related to Such Sale, and (E) Approving the Form and Manner of Related Notice; and (2)(A) Authorizing the Sale of Such Assets Free and Clear of Liens, Claims, Encumbrances, and Interests, and (B) Authorizing and Approving the Assumption and Assignment of Executory Contracts and Unexpired Leases in Connection with Such Sale* (the "Motion"). Appearances were as reflected on the record.

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: IPC International Corporation (2698); and The Security Network Holdings Corporation (7985). The address of each of the Debtors is 2111 Waukegan Road, Bannockburn, IL 60015.

The Court having read and considered the Motion, the declarations and other evidence filed in support of the Motion, any and all objections to the Motion, the *Amended Order: (A) Approving Bidding Procedures for the Sale of Assets Used in the Debtors' Standing Guard and Patrol Business, (B) Scheduling the Auction, (C) Scheduling the Sale Hearing, (D) Authorizing Payment of the Break-Up Fee and Expense Reimbursement, (E) Approving the Deposit Escrow Agreement, (F) Approving Assumption and Assignment Procedures Related to the Sale, and (G) Approving the Form of Auction and Sale Notice* [Docket No. 98] (the "Bidding Procedures Order"), the report of the auction conducted in accordance with the Bidding Procedures Order, the papers, pleadings and other documents on file in this Chapter 11 case, and the Court having heard the representations and arguments of counsel and the testimony proffered at the hearing, and after due deliberation thereon, and good and sufficient cause appearing therefor:

IT IS HEREBY FOUND AND DETERMINED THAT:

A. This Court has jurisdiction to hear and determine the Motion pursuant to 28 U.S.C. §§ 157 and 1334.

B. Venue is proper in the Court pursuant to 28 U.S.C. §§ 1408 and 1409.

C. The Motion is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A), (M), (N), and (O).

D. The statutory predicates for the relief requested herein are sections 105(a), 363, and 365 of title 11 of the United States Code (11 U.S.C. §§ 101 *et seq.*, the "Bankruptcy Code") and rules 2002, 6003, 6004, 6006, 9006, 9007, and 9014 of the Federal Rules of Bankruptcy Procedures (the "Bankruptcy Rules").

E. Proper, timely, adequate, and sufficient notice of the Motion, the Auction and Sale Hearing (as defined in the Motion), the Sale (as defined in the Motion), the Bidding

Procedures Order, the Bidding Procedures (as defined in the Motion), and the Assumption and Assignment Procedures (as defined in the Motion) has been provided in accordance with sections 102(1), 363, and 365 of the Bankruptcy Code and rules 2002, 6003, 6004, 6006, 7004, 9006, 9007, and 9014 of the Bankruptcy Rules, and no other or further notice of the Motion, the Auction and Sale Hearing, the Sale, the Bidding Procedures Order, the Bidding Procedures, or the Assumption and Assignment Procedures is required or necessary under the circumstances. Without limiting the generality of the foregoing, each of the following parties has (i) received proper, timely, adequate, and sufficient notice of the Motion, the Auction and Sale Hearing, the Sale, the Bidding Procedures Order, the Bidding Procedures, and the Assumption and Assignment Procedures and (ii) had a reasonable opportunity to object and to be heard with respect to the Sale and the Motion and the relief requested therein (including the assumption and assignment of the Assumed Contracts): (a) all Persons (as defined in the Asset Purchase Agreement dated as of August 9, 2013 (the "APA") by and between Universal Protection Service, LLC ("Universal") and the Debtors)² who are known to possess or assert a lien, Claim (as defined in the APA), or Encumbrance (as defined in the APA) against the Debtors or against or interest in any of the Assets (including all parties adverse to the Debtors in litigation); (b) all Persons with liens of record on the Debtors' Assets as of the Petition Date; (c) all creditors of each of the Debtors; (d) the Internal Revenue Service; (e) the Social Security Administration; (f) all applicable Governmental Authorities (as defined in the APA); (g) all applicable federal, state, and local Governmental Authorities with taxing authority; (h) all non-debtor counterparties to the Assumed Contracts (as defined in the APA) and all parties known to claim any interest therein;

² A true and correct copy of the APA, without amendments, is attached to this Order as Exhibit A. The term "APA" as used herein shall mean the APA as amended pursuant to (i) that certain Amendment to Asset Purchase Agreement filed on October 9, 2013 [Docket No. 226], and (ii) the terms announced by Universal at the Auction and described on the record at the Sale Hearing, to be documented in a Second Amendment to Asset Purchase Agreement.

(i) the Office of the United States Trustee; (j) PrivateBank & Trust Company, in its capacity as the Debtors' prepetition senior secured lender (the "Lender"); (k) counsel to the Lender; (l) all financial institutions at which the Debtors maintain deposit accounts; (m) all other Persons required by any order of the Court, the Bankruptcy Code, or the Bankruptcy Rules; (n) all interested Persons of any of the Debtors; (o) all Persons that have requested noticed pursuant to Bankruptcy Rule 2002; and (p) all of Debtors' current employees and all of the Debtors' former employees listed on that certain *Affidavit of Service*, filed on September 4, 2013 [Docket No. 151].

F. Without limiting the generality of the foregoing paragraph, in accordance with the Bidding Procedures Order and the Bidding Procedures, each non-debtor counterparty to the Assumed Contracts has properly and timely received a copy of the Contract and Cure Schedule (as defined in the Bidding Procedures), the Motion (including all exhibits thereto), the Notice of Auction and Sale Hearing, the Bidding Procedures Order, the Bidding Procedures, and the Assumption and Assignment Procedures.

G. Notwithstanding anything to the contrary in the Cure Schedule, the applicable Cure Amounts for the Debtors' Assumed Contracts with Taubman Company LLC and the Taubman Landlords (collectively, "Taubman") shall include \$67,806.29 constituting amounts due and owing by the Debtors under certain leases with Taubman.

H. Notwithstanding anything to the contrary in the Cure Schedule, the applicable Cure Amounts for the Debtors' Assumed Contracts with Jones Lang LaSalle Americas, Inc. ("JLL") shall include \$256,754.90 constituting amounts due and owing by the Debtors under, among other things, the Debtors' sponsorship program with JLL.

I. Upon execution of the Amendments and payment of applicable Cure Amounts by Debtors, Universal will have provided adequate assurance of future performance with respect to each of the Assumed Contracts, as required by sections 365(b)(1)(C) and 365(f)(2)(B) of the Bankruptcy Code. The Debtors, to the extent necessary, and subject to the execution of the Amendments, will have satisfied all of the requirements of section 365(b)(1) of the Bankruptcy Code in connection with the assumption of the Assumed Contracts, and all of the requirements of section 365(f)(2) of the Bankruptcy Code in connection with the assignment of the Assumed Contracts to Universal.

J. The Bidding Procedures were substantively and procedurally fair to all parties and all potential bidders. The Debtors undertook substantial marketing efforts, and conducted the Sale (including the Auction) without collusion and in accordance with the Bidding Procedures Order. The Debtors (i) afforded interested potential purchasers a full, fair and reasonable opportunity to qualify as bidders and submit their highest or otherwise best offer to purchase the Assets, (ii) provided potential purchasers, upon request, sufficient information to enable them to make an informed judgment on whether to bid on the Assets, and (iii) considered any bids submitted in accordance with the Bidding Procedures Order.

K. Pursuant to the Bidding Procedures Order, the Debtors conducted the Auction on October 2, 2013, commencing at 10:00 a.m. prevailing central time at the offices of Proskauer Rose LLP, 70 W. Madison Street, Chicago, Illinois 60602 and concluding on October 8, 2013 at 9:45 prevailing eastern time, at the offices of Potter Anderson Corroon LLP, 1313 North Market Street, Wilmington, Delaware 19899-0951 for the Assets in accordance with the terms of the Motion and the Bidding Procedures Order.

L. Prospective bidders for the Assets were Universal and Allied Security Holdings, LLC ("Allied").

M. The Debtors, Universal and Allied have each complied with the Bidding Procedures Order.

N. After the conclusion of the bidding, the Debtors and the Lender determined that Universal's amended bid of \$25,400,000, including certain other amendments to the APA, as set forth in the Amendment to Purchase and Sale Agreement and as described at the Sale Hearing (to be documented in a Second Amendment To Asset Purchase Agreement), constitutes the highest and best bid received for the Assets and the best overall offer made in connection with the Assets, and that the final bid of Allied submitted at the Auction (the "Allied Bid") shall remain as the back-up bid in accordance with the Bidding Procedures Order. After the conclusion of the Auction, based on the winning bid, the Debtors and Universal agree and announce that the General Liability Fund established for the sole and exclusive purpose of satisfying indemnification obligations under the Assumed Contracts shall be in an amount not less than Eight Million Five Hundred Thousand Dollars (\$8,500,000) provided there are funds available in the Debtors' estates (the "General Liability Fund"), and the purchase price is not reduced.

O. After execution of the APA and upon the Debtors' filing of their Chapter 11 petitions, Universal deposited with the Escrow Agent (as defined in the APA) a cash deposit in the amount of \$250,000, which is included in Universal's bid.

P. The Court determines that (i) the Sale to Universal under the APA constitutes the highest and otherwise best and most certain offer for the Assets, (ii) Universal is the successful bidder for the Assets, and (iii) the purchase price resulting from the Auction of the Assets constitutes fair consideration and reasonably equivalent value for the Sale under the Uniform

Fraudulent Transfer Act, Uniform Fraudulent Conveyance Act, the Bankruptcy Code, and the laws of the United States, any state, territory, possession thereof or the District of Columbia. Consummation of the Sale in accordance with this Order and the terms of the APA, Ancillary Documents (as defined in the APA), and all other documents entered into in connection therewith (the "Transaction Documents") is in the best interests of the Debtors, their estates, their creditors, and other parties in interest. The Allied Bid shall remain as the back-up bid in accordance with the Bidding Procedures Order, and in the event of a termination of the Universal APA, the findings in this Order shall apply to a Sale to Allied in accordance with the Allied Bid.

Q. The Debtors have exercised sound and proper business judgment in determining to (i) sell the Assets to Universal, (ii) enter into each of the Transaction Documents, including, without limitation, the APA, and (iii) assume and assign to Universal the Assumed Contracts, as amended, pursuant to section 365 of the Bankruptcy Code. Entry into the APA, entry into the agreements contemplated thereby, assumption and assignment to Universal of the Assumed Contracts and consummation of the Sale constitute a good and sufficient exercise by the Debtors of their sound business judgment, and such acts are in the best interests of the Debtors, their estates and creditors, and all parties in interest. The Court finds that the Debtors have articulated both (a) good, sufficient, and sound business purposes and justifications and (b) compelling circumstances for the Sale of the Assets to Universal pursuant to section 363(b) prior to, and outside of, a plan of organization. Additionally, (I) the Transaction Documents, including, without limitation, the APA, constitute the highest and best offer for the Assets, (II) the Transaction Documents, including, without limitation the APA, and the closing of the Transactions (as defined in the APA) will present the best opportunity to realize the value of the Assets and avoid further decline and devaluation of the Assets, (III) there is a risk of

deterioration of the value of the Assets if the Sale is not consummated promptly, and (IV) the Transaction Documents, including, without limitation, the APA, will provide a greater recover for the Debtors' creditors than would be provided by any other presently available alternative.

R. The Debtors have demonstrated compelling circumstances for the consummation of the Sale outside of the ordinary course of business under section 363(b) of the Bankruptcy Code before, and outside of, a plan of reorganization in that, among other things, the immediate approval by this Court of the Sale is necessary and appropriate to maximize the value of the Debtors' estates. Entry of an order approving the Sale and the Transaction Documents is a necessary condition precedent to the Debtors' and Universal's obligations under the APA. The Sale does not constitute a *de facto* plan of reorganization (or liquidation) for the Debtors because the Sale does not and will not (i) impair or restructure existing debt of, or equity interest in, the Debtors, (ii) impair or circumvent voting rights with respect to any future plan proposed by the Debtors, (iii) circumvent any Chapter 11 plan safeguards, such as those set forth in sections 1125 and 1129 of the Bankruptcy Code, or (iv) classify claims or equity interests, or extend debt maturities.

S. To the extent that the execution and delivery of the APA or any other documents contemplated thereby, or the consummation of the Transactions in accordance with this Order results in a violation or breach of, or constitutes a default under any of the following: (i) the certificate of incorporation, as amended, the bylaws, or other organizational instruments of any of the Debtors; (ii) any term or provision of any contract or agreement; and (iii) any other commitment or restriction to which any of the Debtors is a party, such violation, breach or default shall be excused and the Transactions shall remain fully valid.

T. The Debtors have full power and authority to execute, deliver, and perform each of the Transaction Documents and all other documents necessary and appropriate to effect the Sale approved by this Order, and to perform the Transactions. No other consents or approvals, other than those expressly provided for in the Transaction Documents and herein, are required for the Debtors to consummate the Sale.

U. The transfer of the Assets as set forth in the Transaction Documents (i) are or will be legal, valid, and effective transfers of property of the bankruptcy estates of the Debtors and (ii) vest or will vest in Universal all right, title, and interest of the Debtors in and to all of the Assets, free and clear of all liens (as defined in section 101(37) of the Bankruptcy Code, whether consensual, statutory, possessory, judicial or otherwise), claims (as defined in section 101(5) of the Bankruptcy Code including, without limitation, successor liability claims), Claims, Encumbrances (except for the Permitted Encumbrances, as both terms are defined in the APA), Liabilities (except for Assumed Liabilities, as both terms are defined in the APA), Excluded Liabilities (as defined in the APA), adverse interests, obligations, and interests, of any kind or nature whatsoever, whether known or unknown, legal or equitable, matured or unmatured, contingent or noncontingent, liquidated or unliquidated, asserted or unasserted, whether arising prior to or after the Petition Date, and whether imposed by agreement, understanding, law, equity or otherwise, accruing, except as otherwise expressly provided in the APA (collectively, "Interests").

V. Universal would not have entered into the APA and the other Transaction Documents and would not consummate the Sale, thus adversely affecting the Debtors, their estates and their creditors, if the sale of the Assets to Universal were not free and clear of all liens, claims, encumbrances, and Interests, except as otherwise expressly provided in the APA,

or if Universal would, or in the future could, be liable for any of the liens, claims, encumbrances, and Interests of the Assets, except as otherwise expressly provided in the APA.

W. Universal asserts that it will not consummate the Transactions unless such Transaction Documents specifically provide, and the Court specifically orders, that none of Universal or its affiliates, members or shareholders or the Assets be required to satisfy in any manner, whether at law or in equity, whether by payment, setoff or otherwise, directly or indirectly, any liability, including any Interest or Excluded Liability other than the Assumed Liabilities (as defined in the APA).

X. The Debtors may sell and transfer, and Universal may purchase, the Assets free and clear of any lien, claim, encumbrance, and Interest in such property of an entity other than the Debtors' estates because, in each case, one or more of the standards set forth in sections 363(f)(1) through (5) of the Bankruptcy Code has been satisfied. Each holder of any lien, claim, encumbrance, or Interest against the Debtors, or any of them, their estates, or any of the Assets: (i) has, subject to the terms and conditions of this Order, consented to the Sale or is deemed to have consented to the Sale; (ii) could be compelled, in a legal or equitable proceeding, to accept money satisfaction of such Interest; or (iii) otherwise falls within the provisions of section 363(f) of the Bankruptcy Code. Those holders of liens, claims, encumbrances, or Interests who did not object, or who withdrew their objections, to the Motion and the Sale are deemed, subject to the terms of this Order, to have consented pursuant to section 363(f)(2) of the Bankruptcy Code. All holders of liens, claims, encumbrances, and Interests are adequately protected by having their liens, claims, encumbrances, and Interests attach to the proceeds ultimately attributable to the Assets against or in which such liens, claims, encumbrances, and Interests are asserted, subject to the terms of such liens, claims, encumbrances, and Interests, with the same validity, force, and

effect, and in the same order of priority, that such liens, claims, encumbrances, and Interests had prior to the Sale, subject to any rights, claims, and defenses the Debtors or their estates, as applicable, may possess with respect thereto.

Y. The Transaction Documents were not entered into for the purpose of hindering, delaying or defrauding creditors of the Debtors. The Transactions are not fraudulent transfers or fraudulent conveyances under the Bankruptcy Code or under the laws of the United States, any state, territory, possession, or the District of Columbia.

Z. Except with respect to the Assumed Liabilities and for the obligations to pay the consideration for the Assets as described in this Order, the APA, the Bill of Sale (as defined in the APA), and such other Transaction Documents, the transfer of the Assets to Universal under the applicable Transaction Documents shall not result in Universal, or any of its affiliates, successors or assigns, having any liability or responsibility (i) for any lien, claim, encumbrance, interest, or any other obligation of or against the Debtors, and neither Universal, nor any of its affiliates, successors and assigns, shall, as a result of the Sale or any action taken in connection with the Sale, be deemed to (a) be a successor (or other similarly situated party) to the Debtors (or any of them) or (b) have, *de facto* or otherwise, merged with or into the Debtors, or (ii) to the Debtors or to third parties except as is expressly set forth in the Transaction Documents. Without limiting the effect or scope of the foregoing, to the fullest extent permitted by law, the transfer of the Assets from the Debtors to Universal does not and will not subject Universal, or any of its affiliates, successors or assigns, or any of their respective properties (including the Assets) to any liability for liens, claims, encumbrances, or Interests against the Debtors or liens, claims, encumbrances, or Interests of the Debtors in such Assets by reason of such transfer under the laws of the United States or any state, territory or possession thereof, or the District of

Columbia, applicable to such Transactions including, without limitation, any bulk-transfer laws, successor liability or similar theories.

AA. The conveyance of the Assets pursuant to the Sale does not amount to a consolidation, merger or *de facto* merger of Universal and the Debtors and/or Debtors' estates. There is not a substantial continuity between Universal and the Debtors. There is no continuity of enterprise between the Debtors and Universal. Universal is not a mere continuation of the Debtors or the Debtors' estates. Universal does not constitute a successor to the Debtors or the Debtors' estates.

BB. Except as expressly provided for in the Transaction Documents or this Order, if at all, Universal is not acquiring or assuming any liability, warranty or other obligation of the Debtors. The transfer of the Assets to Universal will not subject Universal to any liability whatsoever (including, without limitation, any successor liability) with respect to the operation of the Debtors' businesses prior to the Closing (as defined in the APA), including, without limitation, any liability arising from any of the following: (i) any employment obligation, including, without limitation, wages, vacation, commission, severance, and health care and insurance; (ii) any employment or labor agreements, consulting agreements, severance agreements, change-in-control agreements, or other similar agreements to which the Debtors are or was a party; (iii) any pension, welfare, medical, compensation, or other employee benefit plans, agreements, practices, and programs, including, without limitation, any employee stock benefit plans, employee stock ownership plans, 401(k) plans, and pension plans of the Debtors; (iv) the cessation of the Debtors' operations, dismissal of employees, or termination of employment or labor agreements or pension, welfare, compensation or other employee benefit plans, agreements, practices and programs, and any obligations with respect thereto that arise

from the Employee Retirement Income Security Act of 1974, as amended, the Fair Labor Standard Act, Title VII of the Civil Rights Act of 1964, the Age Discrimination and Employment Act of 1967, as amended, the Federal Rehabilitation Act of 1973, the National Labor Relations Act, the Consolidated Omnibus Budget Reconciliation Act of 1985 or the Worker Adjustment and Retraining Notification Act; (v) workers' compensation, occupational disease or unemployment or temporary disability insurance claims; (vi) environmental liabilities, debts, claims or obligations which may be asserted on any basis, including, without limitation, under the Comprehensive Environmental Response, Compensation and Liability Act or any other environmental, health, and safety requirements; (vii) any bulk sales or similar law; (viii) any litigation by or against the Debtors, including, without limitation, *Chavez v. IPC International Corporation*, commenced in the Superior Court of the State of California, County of Los Angeles, Case No. BC491803 and removed to the United States District Court for the Central District of California, Case No. 2:12-cv-08754-DOC-RNB and *Stano v. IPC International Corporation*, commenced in the Superior Court of the State of California, County of Orange, Case No. 30-2011-00521358-CU-OE-CXC and removed to the United States District Court for the Central District of California, Case No. 8:12-cv-00088-DOC-RNB; (ix) any federal, state, local and foreign taxes, charges, fees, imposts, levies or other assessments, including, without limitation, income, gross receipts, excise, severance, employment, sales, use, transfer, license, payroll, franchise, occupation, premium, windfall profits, environmental, customs duties, capital stock, profits, stamp, withholding, Social Security, unemployment, disability, real property, personal property, registration, value added, alternative or add on minimum, estimated or other taxes, charges, fees, imposts, levies or other assessments, estimated, or any other tax, charge, impost, levy or assessment of any kind whatsoever, including any interest, penalties or additions

thereto, whether disputed or not; and (x) the laws of the United States, any state, territory or possession thereof, or the District of Columbia, including any statute, rule, regulation, order, decree, administrative or judicial doctrine or other laws based, in whole or in part, directly or indirectly, in any theory of law or equity, including, without limitation, any theory of equitable law, including, without limitation, any theory of antitrust or successor or transferee liability. For the avoidance of doubt, the liabilities set forth in this paragraph are included in the defined term "Interests" for all purposes herein.

CC. Universal is not an "insider" of either of the Debtors as "insider" is defined in the Bankruptcy Code. All of the actions taken by the Debtors and Universal, and their respective officers, directors, employees, counsel, financial advisors and other professionals in connection with the negotiation, execution, delivery, and consummation of the Sale and the Transaction Documents, and each of the Transactions, have been conducted at arm's length and have been in good faith, and Universal is a good faith purchaser of the Assets and assignee of the Assumed Contracts within the meaning of section 363(m) of the Bankruptcy Code and, with respect to the acquisition of the Assets and assignment of the Assumed Contracts, is entitled to all of the benefits of section 363(m) of the Bankruptcy Code, because, among other things: (i) the Debtors were free to deal with any other party in connection with the Sale; (ii) Universal complied with the provisions of the Bidding Procedures Order; (iii) the selection of Universal as the successful bidder was the result of the competitive bidding process set forth in the Bidding Procedures Order; (iv) no common identity of directors, incorporators or controlling stockholders exists between Universal and any of the Debtors, and Universal is not holding itself out to the public as a continuation of the Debtors; (v) Universal did not have any unfair advantage over any other bidder and did not attempt to take advantage of any other bidder; (vi) Universal has no fiduciary

duties to the Debtors; (vii) Universal is not related to the Debtors; (viii) each of the Transaction Documents was vigorously negotiated, proposed and entered into by the Debtors and Universal without collusion, without fraud, in good faith, and from arm's length bargaining positions; (ix) the purchase price was not controlled by an agreement between potential and actual bidders within the meaning of section 363(n) of the Bankruptcy Code; (x) neither the Debtors nor any party to any Transaction Document has engaged in any conduct contemplated by the Transaction Documents to be avoided as contemplated by section 363(n) of the Bankruptcy Code; (xi) all elements of the Sale and the Transaction Documents have been disclosed to all competing bidders and all persons that received notice of the Motion; (xii) there are no terms of the Sale not reflected in the Transaction Documents; and (xiii) the purchase price is fair and adequate based on, among other things, Debtors' marketing efforts and the spirited Auction and competitive bidding process.

DD. In the absence of a stay pending appeal, Universal will be acting in good faith within the meaning of section 363(m) of the Bankruptcy Code in closing and consummating the Sale at any time after the entry of this Order, and accordingly, such closing and consummation in the face of an appeal will not deprive Universal of its status as a good faith purchaser. Without limiting the generality of the foregoing, the reversal or modification on appeal of the authorization provided herein to consummate the Sale or any portion thereof, shall not affect the validity of the Sale. Universal is entitled to all of the protections afforded by section 363(m) of the Bankruptcy Code.

EE. Nothing contained in this Order, in any asset purchase agreement entered into pursuant to this Order, or which is otherwise related to the Sale shall in any way operate to, or have the effect of, impairing, altering, supplementing, changing, expanding, decreasing, or

modifying: (A) the rights or obligations of AIG Property Casualty, Inc. f/k/a Chartis, Inc., Lexington Insurance Company, National Union Fire Insurance Company of Pittsburgh, PA, or their affiliates (collectively, "AIG"); or (B) any rights or obligations of the Debtors arising out of and/or under any insurance policy issued by AIG to the Debtors or under which the Debtors have sought or may seek coverage (the "Policies"). For all issues of insurance coverage or otherwise, the provisions, terms, conditions, and limitations of the Policies shall control.

FF. Universal may close and consummate the Sale in accordance with the Transaction Documents, notwithstanding that this Order has not become a final order, and, therefore, any party objecting to this Order must exercise due diligence in filing an appeal and obtaining a stay pending such appeal as in the absence of a stay pending appeal, the reversal or modification on appeal of the authorization provided herein to consummate the Sale or any portion thereof shall not affect the validity of the Sale.

GG. There is no legal or equitable reason to delay the Sale.

HH. Good cause exists to grant all relief provided herein.

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

1. Findings A through HH, inclusive, set forth above are hereby incorporated in this Order as if set forth in full herein.

2. The relief requested in the Motion is granted in all respects except as modified and provided herein. All oppositions and objections of all kinds that have not been withdrawn or settled are overruled with prejudice.

3. The Debtors are authorized to (a) sell the Assets to Universal, as the party with the highest and otherwise best and most certain offer at the Auction, in an amount equal to the

purchase price determined at the Auction, and on the terms set forth in this Order and the Transaction Documents, including, without limitation the APA, (b) assume the Assumed Contracts, as amended by those certain amendments to be executed by Universal, the Debtors and certain non-debtor counterparties to the Assumed Contracts in anticipation of the sale approved herein (collectively, the "Amendments" and each, an "Amendment"), and (c) assign such Assumed Contracts, as amended by the Amendments, to Universal; provided however, that the Assumption and Assignment of the Contracts shall not be effective unless an applicable Amendment has been executed by the applicable non-debtor counter party to such Assumed Contract.

4. The Debtors are authorized to sell the Assets to Universal, and the Sale, assumption by the Debtors of the Assumed Contracts, and assignment of such Assumed Contracts to Universal shall be and are, pursuant to section 363(f) of the Bankruptcy Code, except as expressly provided in the APA, free and clear of all liens (as defined in section 101(37) of the Bankruptcy Code, whether consensual, statutory, possessory, judicial or otherwise), claims (as defined in section 101(5) of the Bankruptcy Code including, without limitation, successor liability claims), Claims, Encumbrances (except for the Permitted Encumbrances), Liabilities (except for Assumed Liabilities), Excluded Liabilities, adverse interests, obligations, and interests, of any kind or nature whatsoever, whether known or unknown, legal or equitable, matured or unmatured, contingent or noncontingent, liquidated or unliquidated, asserted or unasserted, whether arising prior to or after the Petition Date, and whether imposed by agreement, understanding, law, equity or otherwise, accruing, including, without limitation, any liability arising from any of the following: (a) any employment obligation, including, without limitation, wages, vacation, commission, severance, and health care and insurance; (b) any

employment or labor agreements, consulting agreements, severance agreements, change-in-control agreements, or other similar agreements to which the Debtors are or was a party; (c) any pension, welfare, compensation, or other employee benefit plans, agreements, practices, and programs, including, without limitation, any employee stock benefit plans, employee stock ownership plans, 401(k) plans, and pension plans of the Debtors; (d) the cessation of the Debtors' operations, dismissal of employees, or termination of employment or labor agreements or pension, welfare, compensation or other employee benefit plans, agreements, practices and programs, and any obligations with respect thereto that arise from the Employee Retirement Income Security Act of 1974, as amended, the Fair Labor Standard Act, Title VII of the Civil Rights Act of 1964, the Age Discrimination and Employment Act of 1967, as amended, the Federal Rehabilitation Act of 1973, the National Labor Relations Act, the Consolidated Omnibus Budget Reconciliation Act of 1985 or the Worker Adjustment and Retraining Notification Act; (e) workers' compensation, occupational disease or unemployment or temporary disability insurance claims; (f) environmental liabilities, debts, claims or obligations which may be asserted on any basis, including, without limitation, under the Comprehensive Environmental Response, Compensation and Liability Act or any other environmental, health, and safety requirements; (g) any bulk sales or similar law; (h) any litigation by or against the Debtors, including, without limitation, *Chavez v. IPC International Corporation*, commenced in the Superior Court of the State of California, County of Los Angeles, Case No. BC491803 and removed to the United States District Court for the Central District of California, Case No. 2:12-cv-08754-DOC-RNB and *Stano v. IPC International Corporation*, commenced in the Superior Court of the State of California, County of Orange, Case No. 30-2011-00521358-CU-OE-CXC and removed to the United States District Court for the Central District of California, Case No.

8:12-cv-00088-DOC-RNB; (i) any federal, state, local and foreign taxes, charges, fees, imposts, levies or other assessments, including, without limitation, income, gross receipts, excise, severance, employment, sales, use, transfer, license, payroll, franchise, occupation, premium, windfall profits, environmental, customs duties, capital stock, profits, stamp, withholding, Social Security, unemployment, disability, real property, personal property, registration, value added, alternative or add on minimum, estimated or other taxes, charges, fees, imposts, levies or other assessments, estimated, or any other tax, charge, impost, levy or assessment of any kind whatsoever, including any interest, penalties or additions thereto, whether disputed or not; and (j) the laws of the United States, any state, territory or possession thereof, or the District of Columbia, including any statute, rule, regulation, order, decree, administrative or judicial doctrine or other laws based, in whole or in part, directly or indirectly, in any theory of law or equity, including, without limitation, any theory of equitable law, including, without limitation, any theory of antitrust or successor or transferee liability. Any of the foregoing liens, claims, encumbrances, or interests or any other liens, claims, encumbrances, or Interests in or to either the Assets or Assumed Contracts are to attach to the net sales proceeds of the Assets in the preexisting order of priority.

5. Any party seeking to assert any lien, claim, encumbrance, or Interest against, in, or to either the Assets, the Assumed Contracts, or Universal shall be enjoined and forever barred from pursuing such lien, claim, encumbrance, or Interest against the Assets and against Universal or any of its affiliates, successors or assigns. The terms of this Order shall be binding upon the Debtors, their estates, all creditors, all parties asserting a lien, claim, encumbrance, or Interest in the Assets or Assumed Contracts, and the respective successor and assigns of any of the

foregoing, including, but not limited to, any trustee appointed in the Debtors' Chapter 11 cases or any subsequent Chapter 7 case or cases.

6. Subject to execution of the Amendments, the provisions of the APA relating to the assumption and assignment of the Assumed Contracts are valid and binding, in full force and effect, and enforceable in accordance with their terms and upon the Closing, in accordance with sections 363 and 365 of the Bankruptcy Code, Universal shall be fully and irrevocably vest with all of the Debtors' right, title and interest of each of the Assumed Contracts, as amended by the Amendments.

7. Pursuant to the APA and section 365 of the Bankruptcy Code, Universal shall assume all Assumed Liabilities.

8. Subject to execution of the Amendments, the Debtors are authorized, pursuant to section 365 of the Bankruptcy Code, to assume and assign to Universal the Assumed Contracts, as amended by the Amendments, which assumption and assignment, without any further order of this Court being required, shall occur upon Closing. Except as otherwise may be agreed to by the Debtors or Universal and any counterparty to any of the Assumed Contracts in accordance with the Assignment and Assumption Procedures, the Debtors shall promptly cure or provide adequate assurance that it will promptly cure such defaults under the Assumed Customer Contracts by paying the applicable Cure Amount or the undisputed portion of such Cure Amount in accordance with section 365(b) of the Bankruptcy Code within (10) calendar days of the Closing.

9. Any provision in any of the Assumed Contracts that purports to declare a breach, default, or payment right as a result of the assignment or change of control in respect of the Debtors is unenforceable, but only in connection with the sale to Universal. All defaults under

the Assumed Contracts arising or accruing prior to the Closing (without giving effect to any acceleration clauses or any default provision of the kind mentioned in section 365(b)(2) of the Bankruptcy Code) shall be deemed cured upon payment of the Cure Amounts.

10. No sections or provisions of any of the Assumed Contracts that purports to provide for additional payments, penalties, charges, or other financial accommodations in favor of the non-debtor counterparty to the Assumed Contracts as a result of the Debtor's assumption and assignment to Universal of the Assumed Contracts shall have any force and effect with respect to the Transactions and assignments authorized by this Order, and such provisions constitute unenforceable anti-assignment provisions under section 365(f) of the Bankruptcy Code and/or are otherwise unenforceable under section 365(e) of the Bankruptcy Code, but only in connection with the sale to Universal. No assignment of any of the Assumed Contracts pursuant to the terms of the APA shall in any respect constitute a default under any of the Assumed Contracts. Upon (a) the execution of each applicable Amendment; (b) payment of the applicable Cure Amount, if any; and (c) the assumption and assignment of each respective Assumed Contract in accordance with the Universal APA and this Order, Universal shall enjoy the rights and benefits under the Assumed Contracts.

11. This Order is and shall be effective as a determination that, upon the Closing of the Sale, except as expressly provided in the APA, all liens, claims, encumbrances, and Interests existing against any of the Assets and any of the Assumed Contracts conveyed to Universal, including, without limitation, the liens, claims, encumbrances, and Interests held by the Lender, LaSalle Bank N.A., LaSalle National Bank, LaSalle Bank National Association, Bank of America, N.A., Konica Minolta Business Solutions U.S.A., Inc., Court Square Leasing Corporation, CIT Communications Finance Corporation, CIT Technology Financing Services,

Inc., and Xerox Financial Services, have been and hereby are adjudged and declared to be unconditionally released, discharged, extinguished, and terminated. Upon the Closing of the Sale, all liens, claims, encumbrances, and Interests of record existing against any of the Assets, including, without limitation, the liens, claims, encumbrances, and Interests held by the Lender, LaSalle Bank N.A., LaSalle National Bank, LaSalle Bank National Association, Bank of America, N.A., Konica Minolta Business Solutions U.S.A., Inc., Court Square Leasing Corporation, CIT Communications Finance Corporation, CIT Technology Financing Services, Inc., and Xerox Financial Services, shall be forthwith deemed removed and stricken, except as expressly provided in the APA; however such liens, claims, encumbrances shall attach to the proceeds from the Sale of the Assets provided that no liens claims or encumbrances shall attach to the proceeds of the Sale that are earmarked for the General Liability Fund. In furtherance of the foregoing, Universal is authorized to file or record any necessary documents reflecting the extinguishment of such liens, claims, encumbrances, and Interests without the need to obtain any consent or signature(s) from any releasing party, including, without limitation, UCC termination statements with the secretary of state of the applicable state(s). This Order shall constitute conclusive evidence of the unconditional release, discharge, termination, and extinguishment of all liens, claims, encumbrances, and Interests existing against any of the Assets, including, without limitation, the liens, claims, encumbrances, and Interests held by the Lender, LaSalle Bank N.A., LaSalle National Bank, LaSalle Bank National Association, Bank of America, N.A., Konica Minolta Business Solutions U.S.A., Inc., Court Square Leasing Corporation, CIT Communications Finance Corporation, CIT Technology Financing Services, Inc., and Xerox Financial Services.

12. Notwithstanding anything to the contrary in this Order, the Assumption and Assignment of the Assumed Contracts shall only be effective upon execution of an applicable Amendment in each case and the indemnification and defense obligations under the Assumed Contracts shall be governed by the terms of the Assumed Contracts, as amended by the Amendments. For the avoidance of doubt, the non-debtor counterparties to the Assumed Contracts shall retain their defense and indemnification claims against the Debtors and Universal only as provided for in the Amendments.

13. This Order shall be binding upon and govern the acts of all entities and Governmental Authorities, including, all filing agents, filing officers, administrative agencies or units, governmental departments or units, 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 the Assets. Each and every Governmental Authority, and any other person or entity is hereby authorized and directed to accept any and all documents and instruments in connection with or necessary to consummate the Sale.

14. Except with respect to enforcing the terms of the Transaction Documents, including, without limitation, the APA, the Bidding Procedures Order, or this Order, no person shall take any action to prevent, enjoin or otherwise interfere with the consummation of the Sale.

15. Any and all Assets in the possession or control of any person or entity, including any vendor, supplier, attorney or employee of the Debtors shall be transferred to Universal free and clear of all liens, claims, encumbrances, and Interests and shall be delivered and deemed delivered at the time of Closing to Universal.

16. The Debtors and Universal are entitled to all of the protections afforded by section 363(m) of the Bankruptcy Code with respect to the Sale, the assumption and assignment of the Assumed Contracts, and all Transactions approved in this Order.

17. The Sale, the terms and conditions of the Transaction Documents and the Transactions (including, without limitation, the consideration provided in respect thereof) are fair and reasonable and, to the extent permitted by law, shall not be avoided pursuant to section 363(n) of the Bankruptcy Code or otherwise.

18. At the Closing, the Debtors are authorized and directed to sell, assign, transfer, convey and deliver all of the Debtors' right, title, and interest in, to and under the Assets to Universal in accordance with the terms of the Transaction Documents, including, without limitation, the APA.

19. The Debtors are authorized and directed to execute and deliver, and empowered to fully perform under, consummate and implement, this Order, the Transaction Documents, including, without limitation, the APA, and all documents required by the Transaction Documents to be delivered at the Closing or thereafter.

20. As set forth more fully in the Final Order Authorizing Debtors to Obtain Post-Petition Financing [Docket No. 148] (the "DIP Order"), which is incorporated by reference into this Order, and subject to the provisions of paragraph 29 of the DIP Order, the Debtors are required to repay the Lender at the closing of the Sale, in full and in cash, all outstanding Prepetition Obligations, Adequate Protection Obligations, and DIP Obligations (collectively the "Obligations"), net of payments required to be made from the Sale proceeds under the Universal APA. To the extent the Obligations are not fully satisfied from the proceeds of the Sale, the Debtors shall continue to pay the outstanding Obligations to the Lender from the Debtors'

continued collections of accounts receivable and other collateral of the Lender. The Debtors are authorized to make any and all such payments to the DIP Lender in accordance with this Order and the DIP Order.

21. The automatic stay imposed by section 362 is hereby modified to the extent necessary to implement the provisions of this Order and the terms of the Transaction Documents, including without limitation, the APA.

22. This Court retains jurisdiction to (a) enforce and implement the terms and provisions of the Transaction Documents, (b) resolve any disputes arising under or related to the Transaction Documents, and (c) interpret, implement, and enforce the provisions of this Order.

23. Nothing contained in any plan of reorganization (or liquidation) confirmed in these cases or the order of confirmation confirming any plan of reorganization (or liquidation) shall conflict with or deviate from the provisions of the Transaction Documents or the terms of this Order.

24. The provisions of this Order and any actions taken pursuant hereto shall survive the entry of any order which may be entered confirming any plan of reorganization of the Debtors, appointing a Chapter 11 trustee, or converting the Debtors' cases, or any of them, from Chapter 11 cases to a case or cases under Chapter 7 of the Bankruptcy Code.

25. This Order shall be binding in all respects upon, and shall inure to the benefit of, the Debtors, their estates and their creditors, Universal, and its successor and assigns, and upon any superseding trustee in the Debtors' bankruptcy cases, or, in the event of (a) the appointment of a Chapter 11 trustee, upon the Chapter 11 trustee, or (b) the conversion to a Chapter 7 case, upon the Chapter 7 trustee. The Debtors and Universal shall be entitled to enforce the terms and provisions of this Order. This Order and the Transaction Documents shall be binding in all

respects upon (i) all Persons who are known to possess or assert a lien, Claim, or Encumbrance against the Debtors or against or interest in any of the Assets (including all parties adverse to the Debtors in litigation), (ii) all Persons with liens of record on the Debtors' Assets as of the Petition Date, (iii) all creditors of each of the Debtors (whether known or unknown), (iv) the Internal Revenue Service, (v) the Social Security Administration, (vi) all applicable Governmental Authorities, (vii) all applicable federal, state, and local Government Authorities with taxing authority, (viii) all non-debtor counterparties to the Assumed Contracts and all parties known to claim any interest therein, (ix) the Office of the United States Trustee, (x) the Lender, (xi) all financial institutions at which the Debtors maintain deposit accounts, (xii) all interested Persons of any of the Debtors (whether known or unknown), (xiii) the Official Committee of Unsecured Creditors (the "Committee"), (xiv) all successors and assigns of the Debtors and their affiliates and subsidiaries, (xv) any trustees, examiners, "responsible persons", foreign representatives or other fiduciaries appointed in the Debtors' bankruptcy cases or the bankruptcy cases of Debtors' affiliates and subsidiaries, or upon appointment of a Chapter 11 trustee or conversion to a Chapter 7 under the Bankruptcy Code, and (xvi) all current and former employees of the Debtors. The Transaction Documents shall not be subject to rejection or avoidance under any circumstances.

26. The failure to specifically include or make reference to any particular provision of the Transaction Documents, including, without limitation, the APA, or any other document contemplated thereby or in this Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court that the Transaction Documents, including, without limitation, the APA, and the other document contemplated thereby are authorized and approved in their entirety.

27. Universal, the Committee and the Debtors' Customers shall negotiate in good faith the terms of a written agreement regarding management and governance of the General Liability Fund, and the eligibility to receive disbursements from the General Liability Fund. In the event the foregoing parties are unable to reach such agreement, the Court shall retain jurisdiction to resolve any disputes regarding the management and governance of the General Liability Fund.

28. Universal, the Debtors to the extent necessary, and the Debtors' Customers shall continue to negotiate the Amendments in good faith. The Debtors shall file a notice of the Closing which shall identify and provide notice of assumption and assignment of Assumed Contracts as amended by the Amendments within two (2) business days of the date of the Closing of the Sale. The Court shall retain jurisdiction to resolve any disputes regarding the Amendments, the Assumed Contract and any disputed Cure Amounts.

29. To the extent of any inconsistency between the Transaction Documents, including, without limitation, the APA, and this Order, this Order shall control and prevail.

30. The findings of fact set forth above (whether in the text or in the footnotes) and conclusions of laws stated herein constitute this Court's findings of facts and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable herein pursuant to Bankruptcy Rule 9014. Any findings of fact contained herein shall be construed as conclusions of law and conclusions of law contained herein shall be construed as findings of fact when appropriate.

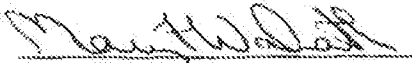
31. Allied shall remain bound to the Allied Bid as the back-up bid in accordance with the Bidding Procedures Order. The authority granted to the Debtors herein shall apply to the Allied Bid in the event that the Universal APA is terminated, to the extent and under the terms set forth in the Bidding Procedures Order and the Allied Bid.

32. The fourteen (14) day stay of order provided in Bankruptcy Rules 6004(h) and 6006(d) is hereby waived.

33. This Order constitutes a final order within the meaning of 28 U.S.C. § 158(a)(1). Notwithstanding Bankruptcy Rules 6004(h) and 6006(d), and to any extent necessary under Bankruptcy Rule 9014, rule 54(b) of the Federal Rules of Civil Procedure, made applicable by Bankruptcy Rule 7054, and any other applicable rule or law, the Court expressly finds that there is no just reason for the delay in implementation of the Order, waives any stay, and expressly directs entry of the Order as set forth herein.

34. No further notice or Court appearances shall be necessary to effectuate any of the foregoing.

Dated: Oct 16, 2013
Wilmington, Delaware


Mary F. Walrath
United States Bankruptcy Judge