

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM352157

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	COURT ORDER		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ANTARES CAPITAL CORPORATION		11/26/2013	CORPORATION:
RECEIVING PARTY DATA			
Name:	MSD PERFORMANCE, INC.		
Street Address:	1490 HENRY BRENNAN DRIVE		
City:	EL PASO		
State/Country:	TEXAS		
Postal Code:	79936		
Entity Type:	CORPORATION: DELAWARE		
Name:	AUTOTRONIC CONTROLS CORP.		
Street Address:	1490 HENRY BRENNAN DRIVE		
City:	EL PASO		
State/Country:	TEXAS		
Postal Code:	79936		
Entity Type:	CORPORATION: DELAWARE		
Name:	COMPETITION SYSTEMS, INC.		
Street Address:	1490 HENRY BRENNAN DRIVE		
City:	EL PASO		
State/Country:	TEXAS		
Postal Code:	79936		
Entity Type:	CORPORATION: DELAWARE		
Name:	EDGE PARENT, LLC		
Street Address:	1490 HENRY BRENNAN DRIVE		
City:	EL PASO		
State/Country:	TEXAS		
Postal Code:	79936		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
Name:	EDGE PRODUCTS, LLC		
Street Address:	1490 HENRY BRENNAN DRIVE		
City:	EL PASO		

CH \$540.00 3005053

State/Country:	TEXAS
Postal Code:	79936
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE
Name:	MSD BRINK ACQUISITION, INC.
Street Address:	1490 HENRY BRENNAN DRIVE
City:	EL PASO
State/Country:	TEXAS
Postal Code:	79936
Entity Type:	CORPORATION: DELAWARE
Name:	RACING SERVICES, INC.
Street Address:	1490 HENRY BRENNAN DRIVE
City:	EL PASO
State/Country:	TEXAS
Postal Code:	79936
Entity Type:	CORPORATION: DELAWARE
Name:	SUPERCHIPS, INC.
Street Address:	1490 HENRY BRENNAN DRIVE
City:	EL PASO
State/Country:	TEXAS
Postal Code:	79936
Entity Type:	CORPORATION: DELAWARE
Name:	MSD LLC
Street Address:	1490 HENRY BRENNAN DRIVE
City:	EL PASO
State/Country:	TEXAS
Postal Code:	79936
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE
Name:	ACCEL PERFORMANCE GROUP LLC
Street Address:	1490 HENRY BRENNAN DRIVE
City:	EL PASO
State/Country:	TEXAS
Postal Code:	79936
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE
Name:	POWERTEQ LLC
Street Address:	1490 HENRY BRENNAN DRIVE
City:	EL PASO
State/Country:	TEXAS
Postal Code:	79936
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

TRADEMARK

REEL: 005604 FRAME: 0291

Name:	RACEPAK LLC
Street Address:	1490 HENRY BRENNAN DRIVE
City:	EL PASO
State/Country:	TEXAS
Postal Code:	79936
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Registration Number:	3005053	ADVANCED POWER SYSTEM
Registration Number:	2909719	DIESEL DYNAMICS
Registration Number:	3231310	E-CURVE
Registration Number:	3277016	LAZER GAUGE
Registration Number:	3089580	MICRO TUNER
Registration Number:	3319112	SF STREET FIRE
Registration Number:	3427307	SF STREET FIRE
Registration Number:	2915647	THERMINATOR
Registration Number:	3155938	MSD IGNITION
Registration Number:	3190745	MSD IGNITION
Registration Number:	3114255	ATTITUDE
Registration Number:	3049069	EDGE
Registration Number:	3125691	EDGE PRODUCTS
Registration Number:	3153781	TRAIL JAMMER
Registration Number:	3445708	CORTEX
Registration Number:	3352887	FLASHPAQ
Registration Number:	3356808	FLASHPAQ
Registration Number:	3241136	SUPERCHIPS
Registration Number:	3081307	SUPERCHIPS INC.
Registration Number:	3360209	DASHHAWK
Registration Number:	1656136	RACEPAK

CORRESPONDENCE DATA

Fax Number: 6147925536

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.

Phone: 6147925555

Email: standleydocketing@standleyllp.com

Correspondent Name: STANDLEY LAW GROUP LLP

Address Line 1: 6300 RIVERSIDE DRIVE

Address Line 4: DUBLIN, OHIO 43017

ATTORNEY DOCKET NUMBER:	MSD2835-101
NAME OF SUBMITTER:	MATTHEW J. SCHONAUER
SIGNATURE:	/MATTHEW J. SCHONAUER/
DATE SIGNED:	08/20/2015

Total Attachments: 26

source=SaleOrder (2)#page1.tif
source=SaleOrder (2)#page2.tif
source=SaleOrder (2)#page3.tif
source=SaleOrder (2)#page4.tif
source=SaleOrder (2)#page5.tif
source=SaleOrder (2)#page6.tif
source=SaleOrder (2)#page7.tif
source=SaleOrder (2)#page8.tif
source=SaleOrder (2)#page9.tif
source=SaleOrder (2)#page10.tif
source=SaleOrder (2)#page11.tif
source=SaleOrder (2)#page12.tif
source=SaleOrder (2)#page13.tif
source=SaleOrder (2)#page14.tif
source=SaleOrder (2)#page15.tif
source=SaleOrder (2)#page16.tif
source=SaleOrder (2)#page17.tif
source=SaleOrder (2)#page18.tif
source=SaleOrder (2)#page19.tif
source=SaleOrder (2)#page20.tif
source=SaleOrder (2)#page21.tif
source=SaleOrder (2)#page22.tif
source=SaleOrder (2)#page23.tif
source=SaleOrder (2)#page24.tif
source=SaleOrder (2)#page25.tif
source=SaleOrder (2)#page26.tif

ORIGINAL

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE**

In re	:	Chapter 11
	:	
MSD PERFORMANCE, INC., <i>et al.</i> , ¹	:	Case No. 13-12286 (PJW)
	:	
Debtors.	:	(Jointly Administered)
	:	Re: Docket No. 75

ORDER (1) APPROVING ASSET PURCHASE AGREEMENT AMONG THE DEBTORS AND THE BUYER, (2) APPROVING SALE OF SUBSTANTIALLY ALL ASSETS FREE AND CLEAR OF ALL LIENS, CLAIMS, ENCUMBRANCES AND OTHER INTERESTS PURSUANT TO BANKRUPTCY CODE SECTIONS 105, 363(b), (f) AND (m), (3) APPROVING ASSUMPTION, ASSIGNMENT AND SALE OF CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES FREE AND CLEAR OF ALL LIENS, CLAIMS, ENCUMBRANCES AND OTHER INTERESTS PURSUANT TO BANKRUPTCY CODE SECTIONS 363 AND 365, (4) DETERMINING THE AMOUNTS NECESSARY TO CURE SUCH EXECUTORY CONTRACTS AND UNEXPIRED LEASES, AND (5) GRANTING RELATED RELIEF

The Court having considered the motion (the "Sale Motion") [Docket No. 75] of MSD Performance, Inc. and its affiliates, debtors and debtors in possession in the above-captioned cases (the "Debtors") pursuant to Sections 105, 363 and 365 of Title 11 of the United States Code (as amended, the "Bankruptcy Code"), Rules 2002, 6004, 6006, and 9019 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and Rule 6004-1 of the Local Rules for the United States Bankruptcy Court for the District of Delaware (the "Local Rules") seeking, among other things, entry of an order: (a) approving the sale of substantially all of Debtors' assets pursuant to that certain Asset Purchase Agreement, dated as of November 18, 2013 (as amended, supplemented or otherwise modified from time to time after the filing of the Sale

¹ The Debtors are the following eight entities (the last four digits of their respective taxpayer identification numbers follow in parentheses): MSD Performance, Inc. (2968); Autotronic Controls Corporation (9015); Superchips, Inc. (6451); Competition Systems, Inc. (2227); MSD Brink Acquisition, Inc. (8011); Edge Parent, LLC (6492); Racing Services, Inc. (2828); and Edge Products, LLC (4667). The Debtors' corporate headquarters is located at 1490 Henry Brennan Drive, El Paso, Texas 79936.

Motion, including all Exhibits, Schedules and Appendices thereto, the "Asset Purchase Agreement")² by and among the Debtors and the designee(s) of Z Capital Special Situations Fund II, L.P., as Agent on behalf of the Lenders under the Loan Agreement and not in its individual capacity (the "Buyer") free and clear of all Liens, claims, interests and encumbrances not specifically assumed by the Buyer in accordance with the terms and conditions contained in the Asset Purchase Agreement, (b) providing for the sale by the Debtors to the Buyer of the Purchased Assets, including the assumption, assignment and sale to the Buyer of the Purchased Contracts, free and clear of all Liens, claims, interests and encumbrances in accordance with the terms and conditions contained in the Asset Purchase Agreement, and (c) authorizing the consummation of the transactions (collectively, the "Sale Transaction") contemplated by the Asset Purchase Agreement; and this Court having entered an order on October 1, 2013 (the "Bid Procedures Order") approving, among other things, the bidding procedures with respect to, and notice of, the Sale Transaction; and an Auction having been set for November 21, 2013 at 10:00 a.m. in accordance with the Bid Procedures Order; and only the Buyer having been deemed a Qualified Bidder (as that term is defined in the Bid Procedures Order) and having submitted a Qualified Bid (as defined in the Bid Procedures Order) for the Debtors' assets; and the Debtors, after consultation with the Official Committee of Unsecured Creditors (the "Committee"), having determined that the Asset Purchase Agreement represents the highest and otherwise best bid for the Purchased Assets; and a hearing having been held on November 26, 2013 (the "Sale Hearing") to consider approval of the Asset Purchase Agreement; and adequate and sufficient notice of the Sale Motion having been given to all parties in interest in these cases; and all such

² A true and correct copy of the Asset Purchase Agreement (without Schedules) is attached hereto as Exhibit A. Capitalized terms not otherwise defined herein have the meanings ascribed to them in the Asset Purchase Agreement.

parties having been afforded due process and an opportunity to be heard with respect to the Sale Motion and all relief requested therein; and the Court having reviewed and considered: (a) the Sale Motion; (b) the objections to the Sale Motion, if any; and (c) the arguments of counsel made, and the evidence proffered or adduced, at the Sale Hearing; and the Sale Hearing having been held, and after due deliberation and sufficient cause appearing;

IT HEREBY IS FOUND AND DETERMINED THAT:

A. **Jurisdiction and Venue.** This Court has jurisdiction over the Sale Motion under 28 U.S.C. §§ 157 and 1334, and this matter is a core proceeding under 28 U.S.C. § 157(b)(2). Venue of these cases and the Sale Motion in this district is proper under 28 U.S.C. §§ 1408 and 1409.

B. **Statutory Predicates.** The statutory bases for the relief sought in the Sale Motion are Sections 105(a), 363, and 365 of the Bankruptcy Code, Bankruptcy Rules 2002, 6004, and 6006, and Local Rule 6004-1.

C. **Notice.** As evidenced by the affidavits of service on file with the Court, (i) due, proper, timely, adequate, and sufficient notice and a reasonable opportunity to object or be heard with respect to the Sale Motion, the Auction, the Sale Hearing and the Sale Transaction and the relief requested therein has been provided in accordance with the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, the Bid Procedures Order and the Asset Purchase Agreement, including to (a) the U.S. Trustee; (b) counsel to the Committee; (c) the Agent and the Lenders under the Loan Agreement; (d) all entities known to have expressed an interest in acquiring any of the Purchased Assets; (e) all parties known to be asserting a Lien on any of the Debtors' assets; (f) all known vendors, suppliers, lenders, contract, license and lease counter-parties; (g) the United States Attorney's office; (h) all state attorneys general in states in which

the Debtors do business; (i) various federal and state agencies and authorities asserting jurisdiction over the Purchased Assets, including the Internal Revenue Service; (j) all federal, state and local taxing authorities with jurisdiction over the Debtors' business; (k) all regulatory authorities that have a reasonably known interest in the relief requested in the Sale Motion; (l) all known creditors of the Debtors; and (m) all other parties that have filed a notice of appearance and demand for service of papers in these bankruptcy cases under Bankruptcy Rule 9010(b) as of the date of entry of the Bid Procedures Order; (ii) such notice and opportunity to be heard was and is good, sufficient, and appropriate under the circumstances; and (iii) no other or further notice of the Sale Motion, the Sale Hearing, the Asset Purchase Agreement or the Sale Transaction is or shall be required. With respect to entities whose identities are not reasonably ascertained by the Debtors, publication of the Sale Notice (as defined in the Sale Motion) in *The Wall Street Journal* on October 8, 2013, the *El Paso Times* on October 7, 2013, the *Salt Lake Tribune* on October 7, 2013, and the *Standard Examiner* on October 7, 2013 was sufficient and reasonably calculated under the circumstances to reach such entities.

D. **Compliance with Bid Procedures Order.** As demonstrated by (i) evidence adduced at the Sale Hearing, and (ii) the representations of counsel made on the record at the Sale Hearing, the Debtors have conducted a fair and open sale process in a manner reasonably calculated to produce the highest and otherwise best offer for the Purchased Assets in compliance with the Bid Procedures Order. The Bid Procedures were substantively and procedurally fair to all parties, and were the result of arm's length negotiations. The sale process, Bid Procedures and Auction were non-collusive, duly noticed, and afforded a full, fair and reasonable opportunity for any Person to make a higher and otherwise better offer to purchase all

or any of the Purchased Assets. The bidding and related procedures established by the Bid Procedures Order have been complied with in all material respects by the Debtors and the Buyer.

E. **Validity of Prepetition Loan Obligations.** The Debtors acknowledge that they unconditionally owe the Lenders without defense, counterclaim, or offset of any kind, the aggregate principal amount of not less than \$91,841,181.62 pursuant to the Loan Agreement (the "Prepetition Loan Agreement Obligations"). The Debtors acknowledge that the Prepetition Loan Agreement Obligations are secured by valid, binding, enforceable liens granted to the Agent, for the benefit of the Lenders on substantially all of the Debtors' assets.

F. **Corporate Authority.** The Debtors have taken all corporate or other entity action necessary to authorize and approve the Asset Purchase Agreement and the consummation of the Sale Transaction, and the Debtors' sale of the Purchased Assets to the Buyer has been duly and validly authorized by all necessary corporate or other entity action. The Debtors have full corporate or other entity power and authority to execute the Asset Purchase Agreement and all other documents contemplated thereby and to consummate the Sale Transaction. No consents or approvals, other than those expressly provided for in the Asset Purchase Agreement, are required for the Debtors to consummate the Sale Transaction.

G. **Business Justification.** Approval of the Asset Purchase Agreement and consummation of the Sale Transaction is in the best interests of the Debtors, the estates, creditors, and other parties in interest. The Debtors have demonstrated good, sufficient, and sound business purposes and justifications for the sale to the Buyer pursuant to Section 363(b) of the Bankruptcy Code. Such business purposes and justifications include, but are not limited to, the following: (i) the Sale Transaction is the only viable alternative to liquidation; and (ii) the Asset Purchase Agreement and the closing thereon will present the best opportunity to realize the

value of the Purchased Assets on a going concern basis and avoid decline and devaluation of the Purchased Assets.

H. The consideration to be provided by the Buyer pursuant to the Asset Purchase Agreement: (i) is fair and reasonable; (ii) is the highest and otherwise best offer for the Purchased Assets; (iii) will provide a greater recovery for the Debtors' creditors than would be provided by any other practically available alternative; and (iv) constitutes reasonably equivalent value and fair consideration. In reaching this determination, the Court has taken into account both the consideration to be realized directly by the Debtors' estates and the indirect benefits of the Sale Transaction for the Debtors' employees, landlords, vendors and suppliers. In addition, to the extent the Agent did not hold a valid and perfected lien on any of the Purchased Assets as of the Petition Date, including those assets identified in that certain *Stipulation Between Z Capital Special Situations Fund, II, L.P., the Official Committee of Unsecured Creditors and the Debtors Regarding Exclusion of Certain Assets from Senior Liens* [Docket No. 233] (the "Committee Lien Stipulation") (the "Subject Assets"), the Court finds that (i) the value of the consideration provided by the Buyer under the Asset Purchase Agreement in the form of the Cash Payment, the Assumed Liabilities and the other cash and non-cash consideration provided by the Buyer (other than the Credit Bid Amount) far exceeds any value of the Subject Assets and (ii) the Buyer has paid fair consideration for the Subject Assets that constitute part of the Purchased Assets. The Debtors' determination that the Asset Purchase Agreement constitutes the highest and otherwise best offer for the Purchased Assets is a result of due deliberation by the Debtors (including the Debtors' independent directors) and constitutes a valid and sound exercise of the Debtors' business judgment. Entry of an order approving the Sale Motion, the Asset

Purchase Agreement, and the Sale Transaction is a necessary condition precedent to the Buyer consummating the Sale Transaction.

I. The Debtors have exercised reasonable business judgment in providing releases of certain claims against the Buyer Released Parties in Section 12.11 of the Asset Purchase Agreement (the "Releases"). Among other things, the Releases were given in exchange for the obligations and undertakings of and consideration provided by the Buyer Released Parties in connection with the Asset Purchase Agreement, including but not limited to the crediting of the Credit Bid Amount under the Loan Agreement, the funding in cash of the Retained Professional Expenses Escrow and the Wind Down Expense Escrow, the assumption by Buyer of the Assumed Liabilities, and the other transactions contemplated by the Asset Purchase Agreement, and such Releases resolve and settle any claims, rights, causes of action, or any other bases for an Objection (as defined in the Cash Collateral Order), that the Debtors or their respective estates may have against the Buyer Released Parties or with respect to any of the First Lien Obligations (as defined in the Cash Collateral Order), including, without limitation, any right to object to or seek to limit the scope of the Liens and security interests under, or the Indebtedness arising under, the Loan Agreement or to challenge or contest the right of the Buyer to bid and apply the Credit Bid Amount, or any portion thereof, toward the Purchase Price and acquire the Purchased Assets in exchange therefor. As a result, the Court finds that the Debtors have demonstrated good and sufficient reasons for granting the Releases, and have the right and power to grant such Releases on behalf of themselves and their estates, notwithstanding the pendency of any Objection or the Committee Lien Stipulation, or anything to the contrary contained in the Cash Collateral Order.

J. In addition, the provisions of the Asset Purchase Agreement governing the establishment and funding of the Retained Professional Expenses Escrow and Wind Down Expense Escrow are an integral part of the transactions set forth in the Asset Purchase Agreement.

K. **Arms-Length Sale.** The Asset Purchase Agreement was negotiated, proposed, and entered into by the Debtors and the Buyer without collusion, in good faith, and from arm's length bargaining positions. The Debtors and the Buyer have not engaged in any conduct that would cause or permit the Asset Purchase Agreement to be avoided under Section 363(n) of the Bankruptcy Code.

L. **Good Faith Purchaser.** The Buyer is a good faith purchaser under Section 363(m) of the Bankruptcy Code and, as such, is entitled to all of the protections afforded thereby. The Buyer is acting in good faith within the meaning of Section 363(m) in consummating the Sale Transaction. The Buyer has proceeded in good faith in all respects in that, *inter alia*: (i) the Buyer recognized that the Debtors were free to deal with any other party interested in acquiring the Purchased Assets; (ii) the Buyer complied with the provisions of the Bid Procedures Order; (iii) the Buyer's bid was subjected to the competitive bid procedures set forth in the Bid Procedures Order; (iv) no common identity of directors or officers exists among the Buyer and the Debtors, and (v) all payments to be made by the Buyer and all other material agreements or arrangements entered into by the Buyer and the Debtors in connection with the Sale Transaction have been disclosed.

M. **Legal, Valid and Binding Transfer.** The Debtors are the sole and lawful owners of the Purchased Assets, or otherwise have a valid, enforceable property interest in such, and title thereto is vested in the Debtors' estates within the meaning of Section 541(a) of the

Bankruptcy Code. The Debtors have all right, title and interest in the Purchased Assets required to transfer and convey the Purchased Assets to the Buyer. The transfer of the Purchased Assets to the Buyer will be a legal, valid, and effective transfer of the Purchased Assets and, except as provided in the Asset Purchase Agreement, will vest the Buyer with all right, title, and interest of the Debtors to the Purchased Assets free and clear of all Liens, claims, encumbrances, and other interests of any kind and every kind whatsoever (including Liens, claims, encumbrances and interests of any Governmental Body) other than those Liens, claims, encumbrances and interests specifically assumed by the Buyer pursuant to the Asset Purchase Agreement. The sale of the Purchased Assets shall also be free and clear of all Liens, claims, encumbrances and interests including (i) those that purport to give to any party a right or option to effect any forfeiture, modification or termination of the Debtors' interests in the Purchased Assets, or any similar rights, and (ii) any Transaction Tax Liability (which shall be an Excluded Liability).

N. The Asset Purchase Agreement is a valid and binding contract between the Debtors and the Buyer, which is and shall be enforceable according to its terms.

O. **Free and Clear.** The Buyer would not have entered into the Asset Purchase Agreement and would not consummate the Sale Transaction, thus adversely affecting the Debtors, their estates, and their creditors, if the transfer of the Purchased Assets to the Buyer and the assumption, assignment and sale of the Purchased Contracts to the Buyer were not free and clear of all Liens, claims, encumbrances and interests of any kind or nature whatsoever, or if the Buyer would, or in the future could, be liable for any such Lien, claim, encumbrance or interest. A sale of the Purchased Assets other than one free and clear of any Liens, claims, encumbrances and interests would adversely impact the Debtors' estates, and would yield substantially less value for the Debtors' estates.

P. Subject to the provisions of this Sale Order and except as may be specifically provided in the Asset Purchase Agreement, the Debtors may sell the Purchased Assets free and clear of all Liens, claims, encumbrances and interests of any kind or nature whatsoever because, in each case, one or more of the standards set forth in Section 363(f)(1) through (5) of the Bankruptcy Code have been satisfied. Each entity with a Lien, claim, encumbrance or interest in the Purchased Assets to be transferred on the Closing Date: (i) has, subject to the terms and conditions of this Sale Order, consented to the Sale Transaction or is deemed to have consented; (ii) could be compelled in a legal or equitable proceeding to accept money satisfaction of such Lien, claim, encumbrance or interest; or (iii) otherwise falls within the provisions of Bankruptcy Code Section 363(f). Those holders of Liens, claims, encumbrances and interests who did not object to the Sale Motion are deemed to have consented pursuant to Bankruptcy Code section 363(f)(2).

Q. **Not a Sub Rosa Plan.** The Asset Purchase Agreement and Sale Transaction do not constitute an impermissible *sub rosa* Chapter 11 plan for which approval has been sought without the protections that a disclosure statement would afford. The Asset Purchase Agreement and the Sale Transaction neither impermissibly restructures the rights of Debtors' creditors nor impermissibly dictates a liquidating plan for the Debtors.

R. **No Fraudulent Transfer.** The Asset Purchase Agreement was not entered into for the purpose of hindering, delaying or defrauding creditors under the Bankruptcy Code or under the laws of the United States or any state, territory or possession thereof, or the District of Columbia. No Debtor nor the Buyer is entering into the Sale Transaction fraudulently.

S. **No Successor Liability.** The Buyer and its Affiliates (i) are not, and shall not be, considered a successor in interest to the Debtors, (ii) have not, de facto or otherwise, merged

with or into the Debtors, (iii) are not a continuation or substantial continuation of the Debtors or any enterprise of the Debtors, and (iv) are not holding themselves out to the public as a continuation of the Debtors. Except as otherwise specifically provided in the Asset Purchase Agreement, the (x) transfer of the Purchased Assets to the Buyer and (y) assumption by the Debtors and assignment and sale to the Buyer of the Purchased Contracts do not and will not subject the Buyer or any of its Affiliates to any Liability whatsoever with respect to the operation of the Debtors' businesses before the Closing Date or by reason of such transfer under the laws of the United States, any state, territory, or possession thereof, or the District of Columbia, based, in whole or in part, directly or indirectly, on any theory of law or equity, including, without limitation, any theory of antitrust, successor, transferee or assignee Liability. Those of the Debtors' employees who are to be employed by the Buyer pursuant to the Asset Purchase Agreement are being hired under new employment contracts or other arrangements to be entered into or to become effective at or after the time of the Closing.

T. **Protection of Personally Identifiable Information.** For purposes of Section 363(b)(1) of the Bankruptcy Code, the Debtors have, in connection with offering a product or service, previously disclosed to one or more individuals a policy prohibiting the transfer of "personally identifiable information" (as defined in 11 U.S.C. § 101(41A)) about individuals to persons that are not affiliated with the Debtors, but the Sale Transaction is consistent with that policy because the policy, as in effect on the Petition Date, specifically permits the transfer of such "personally identifiable information" to the Buyer because the Buyer has agreed to be bound by the same or substantially similar privacy protections as those established by the Debtors' privacy policy.

U. **Assumption, Assignment and Sale of Executory Contracts and Unexpired Leases.** Notice of the Debtors' assumption, and assignment and sale to the Buyer, of the Purchased Contracts has been provided to each non-debtor party to a Purchased Contract, together with a statement therein from the Debtors with respect to the amount, if any, to be paid to such non-debtor party to cure any defaults under, and to otherwise comply with the requirements of Section 365(b) of the Bankruptcy Code with respect to the Purchased Contract to which such non-debtor is a party (the "Cure Amounts"). As to each Purchased Contract, payment of the Cure Amounts, as set forth on Exhibit B hereto, is sufficient for the Debtors to comply fully with the requirements of Section 365(b) of the Bankruptcy Code. In addition, the Buyer has provided adequate assurance of its ability to perform its obligations under each of the Purchased Contracts within the meaning of Section 365(f) of the Bankruptcy Code. All other requirements and conditions under the Bankruptcy Code for the assumption by the Debtors and assignment and sale to the Buyer of the Purchased Contracts have been satisfied. Therefore, the Purchased Contracts may be assumed by the Debtors and assigned and sold to the Buyer.

V. **Prompt Consummation.** The Sale Transaction must be approved and consummated promptly in order to preserve the viability of the business and maximize the value of the Debtors' estates. Time is of the essence in consummating the Sale Transaction.

W. The Debtors have demonstrated compelling circumstances and a good, sufficient and sound business purpose and justification for the immediate approval and consummation of the transaction contemplated by the Asset Purchase Agreement, including, without limitation, the Sale Transaction and the assumption, assignment and sale of the Purchased Contracts, prior to, and outside of, a chapter 11 plan of reorganization. Confirmation of a chapter 11 plan is not

feasible, and the Debtors' estates will suffer irreparable harm if the relief requested in the Sale Motion is not granted on an expedited basis.

X. **Legal and Factual Bases.** Any of the findings of fact contained herein shall constitute a finding of fact even if it is stated as a conclusion of law, and any conclusion of law contained herein shall constitute a conclusion of law even if it is stated as a finding of fact. The Court's findings shall also include any oral findings of fact and conclusions of law made by the Court during or at the conclusion of the Sale Hearing.

Y. There is other good and sufficient cause to grant the relief requested in the Sale Motion and approve the Asset Purchase Agreement and the Sale Transaction.

NOW, THEREFORE, IT IS HEREBY ORDERED THAT:

General Provisions

1. The Sale Motion is GRANTED and complies with all aspects of Local Rule 6004-1.
2. Any objections to the Sale Motion or the entry of this Sale Order that have not been withdrawn, waived or settled, and all reservations of rights included therein, hereby are DENIED and OVERRULED on the merits with prejudice.

Approval of Free and Clear Sale of the Purchased Assets

3. The Asset Purchase Agreement, including all of its terms and conditions (including the payment of the Credit Bid Amount in accordance with Section 363(k) of the Bankruptcy Code, the Cash Payment to fund the Retained Professionals Expenses Escrow and the Wind Down Expense Escrow, and granting of the Releases), and the Sale Transaction are hereby approved.
4. Pursuant to Sections 363 and 365 of the Bankruptcy Code, the Debtors are authorized to (i) execute, deliver, and perform under, consummate, and implement the Asset

Purchase Agreement and the Sale Transaction together with all additional instruments and documents that are requested by the Buyer and may be reasonably necessary or desirable to implement the Asset Purchase Agreement and the Sale Transaction, and (ii) take any and all actions as they deem necessary, appropriate, or advisable for the purpose of assigning, transferring, granting, conveying, and conferring to the Buyer or reducing to possession the Purchased Assets, or as may be necessary or appropriate to the performance of the obligations as contemplated by the Asset Purchase Agreement and the Sale Transaction, including, without limitation, any and all actions reasonably requested by the Buyer which are consistent with the Asset Purchase Agreement and the Sale Transaction.

5. Pursuant to Sections 105(a), 363(f) and 365(b) of the Bankruptcy Code, upon the Closing: (i) the transfer of the Purchased Assets to the Buyer pursuant to the Asset Purchase Agreement shall constitute a legal, valid, and effective transfer of the Purchased Assets and shall vest the Buyer with all right, title, and interest in and to the Purchased Assets; (ii) the Purchased Assets shall be transferred to the Buyer free and clear of all Liens, claims, encumbrances and interests, and other interests of any kind and every kind whatsoever (including, but not limited to, any Liens, claims, encumbrances and interests of any Governmental Body, any claims or assertions based on any theory of successor or transferee Liability, and any restriction on the use, transfer, receipt of income or other exercise of any attributes of ownership of the Purchased Assets) other than those Liens, claims, encumbrances and interests specifically assumed by the Buyer pursuant to the Asset Purchase Agreement; and all Persons are forever prohibited and enjoined from commencing or continuing in any manner any action or other proceeding, whether in law or equity, against Buyer and its Affiliates with respect to any such Liens, claims, encumbrances and interests (including, but not limited to, any Liens, claims, encumbrances and

interests of any Governmental Body, any claims or assertions based on any theory of successor or transferee Liability, and any restriction on the use, transfer, receipt of income or other exercise of any attributes of ownership of the Purchased Assets).

6. On the Closing Date, this Sale Order shall be construed and shall constitute for any and all purposes a full and complete general assignment, conveyance and transfer of the Debtors' interests in the Purchased Assets or a bill of sale transferring good and marketable title in the Purchased Assets.

7. This Sale Order is and shall be effective as a determination that all Liens, claims, encumbrances and interests shall be and are, without further action by any Person, unconditionally released, discharged and terminated with respect to the Purchased Assets as of the Closing Date, except as may otherwise be set forth in the Asset Purchase Agreement.

8. Except as otherwise provided herein or in the Asset Purchase Agreement, on the Closing Date, the Debtors' creditors are authorized and directed to execute such documents and instruments and to take all other actions as may be reasonably necessary to document and effectuate the release of their Liens, claims, encumbrances and interests in the Purchased Assets, if any, as such Liens, claims, encumbrances and interests may have been recorded or may otherwise exist. If any such creditor fails to execute any such documents or instruments or take any such actions, the Buyer is authorized to execute such documents and instruments and to take such actions on behalf of the creditor so as to document the release of such Liens, claims, encumbrances and interests.

No Successor Liability

9. The Buyer and its Affiliates, successors and assigns shall not be deemed, as a result of any action taken in connection with the transfer of the Purchased Assets, to (i) be a

successor to the Debtors or their estates, (ii) have, de facto or otherwise, merged or consolidated with or into the Debtors or their estates, or (iii) be a continuation or substantial continuation of the Debtors or any enterprise of the Debtors, and the Buyer and its Affiliates shall have no successor, transferee or vicarious Liability of any kind or character, including, but not limited to, under any theory of foreign, federal, state or local antitrust, environmental, successor, tax, ERISA, assignee or transferee Liability, labor, product liability, employment, de facto merger, substantial continuity, or other law, rule or regulation, whether known or unknown as of the Closing Date, now existing or hereafter arising, whether asserted or unasserted, fixed or contingent, liquidated or unliquidated with respect to the Debtors or any obligations of the Debtors arising prior to the Closing Date, including, but not limited to, liabilities on account of any Taxes or other Governmental Body fees, contributions or surcharges arising, accruing or payable under, out of, in connection with, or in any way relating to, the operation of the Purchased Assets prior to the Closing Date. Except as otherwise provided herein or in the Asset Purchase Agreement, the transfer of the Purchased Assets to the Buyer pursuant to the Asset Purchase Agreement shall not result in the Buyer or its Affiliates, members, or shareholders, or the Purchased Assets, having any Liability or responsibility for, or being required to satisfy in any manner, whether in law or in equity, whether by payment, setoff or otherwise, directly or indirectly, (i) any claim against the Debtors or against any insider of the Debtors, or (ii) any Lien, encumbrance, claim or interest.

10. Upon the Closing, and except as otherwise expressly provided in the Asset Purchase Agreement with respect to Assumed Liabilities, the Buyer shall not be liable for any claims against, and Liabilities of, the Debtors or any of the Debtors' predecessors or Affiliates. Without limiting the generality of the foregoing, (i) other than as specifically set forth in the

Asset Purchase Agreement, the Buyer shall have no Liability (x) to pay wages, bonuses, severance pay, benefits (including, without limitation, contributions or payments on account of any under-funding with respect to any pension plans) or any other payment to employees of the Debtors, or (y) in respect of any collective bargaining agreement, employee pension plan, employee health plan, employee retention program, employee incentive program or any other similar agreement, plan or program to which any Debtors are a party (including, without limitation, Liabilities arising from or related to the rejection or other termination of any such plan, program agreement or benefit); and (ii) the Buyer shall in no way be deemed a party to or assignee of any such employee benefit, agreement, plan or program, except as otherwise specifically contemplated by Section 8.10 of the Asset Purchase Agreement, and all parties to any such employee benefit, agreement, plan or program are enjoined from asserting against the Buyer any claims arising from or relating to such employee benefit, agreement, plan or program, except as otherwise specifically contemplated by Section 8.10 of the Asset Purchase Agreement.

11. The Buyer has given substantial consideration under the Asset Purchase Agreement to the Debtors' estates. The consideration given by the Buyer shall constitute valid and valuable consideration for the releases of any potential claims of successor or transferee Liability of the Buyer, which releases shall be deemed to have been given in favor of the Buyer by all holders of Liens, claims, encumbrances and interests against the Debtors or the Purchased Assets.

Assumption, Assignment and Sale of Purchased Contracts

12. Pursuant to Section 365 of the Bankruptcy Code, the Debtors are authorized to assume the Purchased Contracts designated in the Asset Purchase Agreement, cure the same (pursuant to the Cure Amounts set forth on Exhibit B hereto, by further order of the Court, or by

agreement with the applicable contract counterparty) as set forth in the Asset Purchase Agreement, and assign and sell the Purchased Contracts to the Buyer. The Buyer shall pay the undisputed portion of the Cure Amounts no later than five (5) Business Days following the Closing of the Sale Transaction.

13. The Purchased Contracts, consistent with the provisions contained herein, shall be transferred to, and remain in full force and effect for the benefit of, the Buyer in accordance with their respective terms, notwithstanding any provision in any such Purchased Contract (including those of the type described in Section 365(b)(2) of the Bankruptcy Code) that prohibits, restricts, or conditions such assignment or transfer and, pursuant to Section 365(k) of the Bankruptcy Code, following payment of the Cure Amounts, the Debtors shall be relieved from any further liability with respect to the Purchased Contracts after such assignment and sale to the Buyer.

14. All defaults or other obligations of the Debtors under the Purchased Contracts arising or accruing prior to the Closing (without giving effect to any acceleration clauses or any default provisions of the kind specified in Section 365(b)(2) of the Bankruptcy Code) shall be deemed cured, upon payment of the Cure Amounts, and the Buyer shall have no Liability arising or accruing under the Purchased Contracts on or prior to the Closing, except as otherwise expressly provided in the Asset Purchase Agreement. The non-Debtor parties to the Purchased Contracts are barred from asserting against the Debtors, the Buyer, and their respective successors and assigns, any default or unpaid obligation allegedly arising or occurring before the Closing, any pecuniary loss resulting from such default, or any other obligation under the Purchased Contracts arising or incurred prior to the Closing, other than the Cure Amounts.

15. The failure of the Debtors or the Buyer to enforce at any time one or more terms or conditions of any Purchased Contract shall not be a waiver of such terms or conditions or of

the right of the Debtors or the Buyer, as the case may be, to enforce every term and condition of the Purchased Contracts. The validity of the assumption, assignment and sale of the Purchased Contracts to the Buyer shall not be affected by any existing dispute between any of the Debtors and any non-Debtor party to such Purchased Contract. Any party that may have had the right to consent to the assignment of any Purchased Contract is deemed to have consented for the purposes of Section 365(e)(2)(A)(ii) of the Bankruptcy Code.

16. To the extent a counterparty to a Purchased Contract failed to timely object to a Cure Amount, such Cure Amount shall be deemed to be finally determined and any such counterparty shall be prohibited from challenging, objecting to or denying the validity and finality of the Cure Amount at any time, and such Cure Amount, when paid, shall completely revive any Purchased Contract to which it relates.

No Fraudulent Transfer

17. The consideration provided by the Buyer under the Asset Purchase Agreement constitutes (i) reasonably equivalent value under the Bankruptcy Code and the Uniform Fraudulent Transfer Act, (ii) fair consideration under the Uniform Fraudulent Conveyance Act and (iii) reasonably equivalent value, fair consideration and fair value under any other applicable Laws of the United States, any state, territory or possession thereof, or the District of Columbia. The consideration provided by the Buyer for the Purchased Assets under the Asset Purchase Agreement is fair and reasonable and may not be avoided under Section 363(n) of the Bankruptcy Code.

Good Faith

18. The Asset Purchase Agreement and the Sale Transaction are undertaken by the Buyer without collusion and in good faith, as that term is used in Section 363(m) of the

Bankruptcy Code and, accordingly, the reversal or modification on appeal of the authorization provided herein to consummate the Asset Purchase Agreement and the Sale Transaction shall not affect the validity of the sale of the Purchased Assets to the Buyer, unless this Sale Order is duly stayed pending such appeal. The Buyer is a good faith Buyer of the Purchased Assets and is entitled to all of the benefits and protections afforded by Section 363(m) of the Bankruptcy Code.

Environmental Liabilities

19. Nothing in this Sale Order or the Asset Purchase Agreement releases, nullifies, precludes, or enjoins the enforcement of any environmental liability to a governmental unit that any entity would be subject to as the owner or operator of property after the Closing Date.

Nothing in this Sale Order or the Asset Purchase Agreement authorizes transfer to the Buyer of any environmental licenses, permits, registrations, or other governmental authorizations and approvals without the Buyer's compliance with all applicable legal requirements under non-bankruptcy law governing such transfers. In addition, the Buyer's assumption of certain payment obligations under the Consent Decree in the amounts specified in section 2.4(i) of the Asset Purchase Agreement are hereby approved.

Additional Provisions

20. The Releases are incorporated as if set forth in full herein and are hereby approved and shall be, and hereby are, effective and binding, subject to the respective terms thereof, on all Persons to the extent set forth therein (including the Debtors, their estates, any trustee, assignee or successor thereto and any Person purporting to assert standing on their behalf), and no Person shall possess standing to assert any matters described by Section 12.11 of the Asset Purchase Agreement after the Closing Date, notwithstanding the pendency of any

Objection (including with respect to any of the matters set forth in the Committee Lien Stipulation) as of the Closing Date.

21. The provisions of the Asset Purchase Agreement governing the treatment and payment of Specified Pre-Petition Trade Payables are hereby approved and the Buyer shall pay such amounts within 30 days following the Closing Date.

22. Pursuant to the requirements set forth in Section 8.11 of the Asset Purchase Agreement, the Debtors shall change their name reasonably satisfactory to the Buyer which does not include the words "Autotronic", "Competition Systems", "Edge", "MSD", "MSD Ignition", "MSD Performance", "Powerteq", "Racing Services", "Superchips" or any other trade name, trade mark, corporate name, service mark or the domain names conveyed to the Buyer in the Asset Purchase Agreement, either alone or in combination with other words, graphics or designs. The Clerk of the Court is directed to make a docket entry in these cases as may be necessary and appropriate to implement the terms of this paragraph.

23. All Persons that are in possession of some or all of the Purchased Assets as of or after the Closing are hereby directed to surrender possession of such Purchased Assets to the Buyer as of the Closing or at such time thereafter as the Buyer may request. The Debtors agree to exercise commercially reasonable efforts to assist the Buyer in assuring that all Persons that are presently, or on the Closing Date may be, in possession of some or all of the Purchased Assets in which the Debtors hold an interest will surrender possession of the Purchased Assets either to (i) the Debtors before the Closing Date, or (ii) the Buyer on or after the Closing Date.

24. This Sale Order is and shall be binding upon and shall govern acts of all entities including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of fees, registrars of deeds, administrative agencies,

governmental departments, secretaries of state, federal, state, and local officials, and all other Persons, 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 that reflect that the Buyer is the assignee and owner of the Purchased Assets free and clear of all Liens, claims, encumbrances and interests (all such entities being referred to as "Recording Officers"). All Recording Officers are authorized and specifically directed to strike recorded encumbrances, claims, Liens and interests against the Purchased Assets recorded prior to the date of this Sale Order unless the Asset Purchase Agreement expressly provides that the Buyer is acquiring the Purchased Assets subject to such claims, liens and interests.

25. Following the Closing, no holder of any Lien, claim, encumbrance or interest on the Purchased Assets or other party in interest may interfere with the Buyer's use and enjoyment of the Purchased Assets based on or related to such Lien, claim, encumbrance or interest, or any actions that the Debtors may take in their Chapter 11 cases, and no party may take any action to prevent, interfere with or otherwise enjoin consummation of the Sale Transaction.

26. No bulk sales law or any similar law of any state or other jurisdiction shall apply in any way to the transactions authorized herein, including the Asset Purchase Agreement and the Sale Transaction.

27. The terms and provisions of the Asset Purchase Agreement, the ancillary agreements, and this Sale Order shall be binding in all respects upon, and shall inure to the benefit of, the Debtors, the Buyer, and their respective Affiliates, successors and assigns, their estates, all creditors of (whether known or unknown) and holders of equity interests in the Debtors, and any affected third parties, notwithstanding the dismissal of any of the Debtors' cases or any subsequent appointment of any trustee(s) under any Chapter of the Bankruptcy

Code or conversion of the Debtors' cases to cases under Chapter 7, as to which trustee(s) such terms and provisions likewise shall be binding and not subject to rejection or avoidance. The Asset Purchase Agreement, the Sale Transaction and this Sale Order shall be enforceable against and binding upon, and shall not be subject to rejection or avoidance by, any Chapter 7 or Chapter 11 trustee appointed in the Bankruptcy Cases. Further, nothing contained in any plan of reorganization (or liquidation) confirmed in these Chapter 11 cases or any order confirming any plan of reorganization (or liquidation) or any other order entered in these cases shall conflict with or derogate from the provisions of the Asset Purchase Agreement or the terms of this Sale Order.

28. Consistent with the terms of the Asset Purchase Agreement, the Buyer is authorized and directed to take appropriate measures to deposit cash in an amount equal to the Retained Professional Expenses into the Retained Professional Expenses Escrow and cash in an amount equal to the Estimated Wind Down Expenses into the Wind Down Expense Escrow. Funds in the Retained Professional Expenses Escrow and the Wind Down Expense Escrow shall not constitute property of the Debtors' estates and the funds deposited therein shall be used, respectively, to satisfy the Retained Professional Expenses and the Estimated Wind Down Expenses. Funds in the Retained Professional Expenses Escrow may be released upon entry of an order or orders of the Bankruptcy Court allowing all or a portion of the Retained Professional Expenses and no further order of the Court shall be required for payment of such fees from the Retained Professional Expenses Escrow. Upon payment in full of the Retained Professional Expenses, any funds remaining in the Retained Professional Expenses Escrow shall be paid to the Buyer in accordance with the Retained Professional Expenses Escrow Agreement. Funds held in the Wind Down Expense Escrow shall be released in accordance with the Wind Down Expense Escrow Agreement. The funds held in the Retained Professional Expenses Escrow and

the Wind Down Expense Escrow shall not be subject to disgorgement, avoidance or clawback by any party, including, without limitation, the Buyer, the Lenders, any of the Debtors' successors or assigns, or any trustee appointed in the Debtors' Bankruptcy Cases or upon the conversion of any such cases to cases under chapter 7 of the Bankruptcy Code; provided that nothing in this paragraph shall prejudice the Buyer's right to compel a refund of any funds remaining in the Retained Professional Expenses Escrow in accordance with the terms of the Retained Professional Expenses Escrow Agreement and the Wind Down Expense Escrow in accordance with the terms of the Wind Down Expense Escrow Agreement.

29. The Asset Purchase Agreement and any related agreements, documents, or other instruments may be amended by the parties in a writing signed by such parties without further order of the Court, provided that any such amendment does not have a material adverse effect on the Debtors or the Debtors' estates.

30. The failure to include specifically any particular provision of the Asset Purchase Agreement in this Sale Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court that the Asset Purchase Agreement be authorized and approved in its entirety.

31. To the extent of any inconsistency between the provisions of this Sale Order, the Asset Purchase Agreement, and any documents executed in connection therewith, the provisions contained in the Sale Order, the Asset Purchase Agreement and any documents executed in connection therewith shall govern, in that order.

32. The provisions of this Sale Order authorizing the sale and assignment of the Purchased Assets free and clear of all Liens, claims, encumbrances and interests shall be self-executing, and notwithstanding the failure of the Debtors, the Buyer, or any other party to

execute, file or obtain releases, termination statements, assignments, consents or other instruments to effectuate, consummate and/or implement the provisions hereof, all Liens, claims, encumbrances, and other interests (other than those expressly assumed by the Buyer or permitted to survive under the Asset Purchase Agreement) on or against such Purchased Assets, if any, shall be deemed released, discharged and terminated.

33. From time to time, as and when requested by any Party, each Party to the Asset Purchase Agreement shall execute and deliver, or cause to be executed and delivered, all such documents and instruments and shall take, or cause to be taken, all such further or other actions as such other party may reasonably deem necessary or desirable to consummate the Sale Transaction, including such actions as may be necessary to vest, perfect or confirm, of record or otherwise, in Buyer its right, title and interest in and to the Purchased Assets.

34. The Buyer shall pay the secured ad valorem tax claims asserted by the City of El Paso in the approximate amounts of \$83,547 and \$1,988 following the Closing Date in the ordinary course and any ad valorem tax lien securing tax claims on the subject properties at issue will remain in accordance with applicable law.

35. Notwithstanding the provisions of Bankruptcy Rule 6004(h) and 6006(d), this Sale Order shall be effective and enforceable immediately and shall not be stayed. Time is of the essence in closing the Sale Transaction and the Debtors and the Buyer intend to close the Sale Transaction as soon as practicable. Any party objecting to this Sale Order must exercise due diligence in filing an appeal and pursuing a stay, or risk its appeal being dismissed as moot.

36. This Court shall retain exclusive jurisdiction to, among other things, interpret, implement, and enforce the terms and provisions of this Sale Order and the Asset Purchase Agreement, all amendments thereto and any waivers and consents thereunder and each of the

agreements executed in connection therewith, including, but not limited to, retaining jurisdiction to (i) compel delivery of the Purchased Assets to the Buyer; (ii) interpret, implement and enforce the provisions of this Sale Order and the Asset Purchase Agreement; (iii) adjudicate, if necessary, any and all disputes arising out of, concerning or otherwise relating in any way to the Sale Transaction; and (iv) protect the Buyer against any Liens, encumbrances, claims and interests in the Purchased Assets of any kind or nature whatsoever. This paragraph is without prejudice to the United States' exercise of its police and regulatory authority in any appropriate forum.

Dated: Nov. 26, 2013
Wilmington, Delaware



THE HONORABLE PETER J. WALSH
UNITED STATES BANKRUPTCY JUDGE