

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM532292

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JP Morgan Chase Bank NA		07/23/2012	Corporation: D.C.
Bear Stearns Corporate Lending Inc.		07/23/2012	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	COACH USA Inc.		
Street Address:	160 South Route 17 North		
City:	Paramus		
State/Country:	NEW JERSEY		
Postal Code:	07652		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	2412201	AMERICAN COACH	
Registration Number:	2408316	AMERICAN COACH LINES	
Registration Number:	3096059	AMERICAN COACH	
Registration Number:	3995486	DILLON'S	
Registration Number:	3995509	DILLON'S	
Registration Number:	4027341	DILLON'S BUS SERVICE, INC.	
Registration Number:	4027340	DILLON'S BUS SERVICE, INC.	
Registration Number:	4027339	DILLON'S BUS SERVICE, INC.	
CORRESPONDENCE DATA			
Fax Number:	5125364598		
<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:	512-536-3091		
Email:	aoipdocket@nortonrosefulbright.com		
Correspondent Name:	Alicia Morris Groos		
Address Line 1:	98 San Jacinto Boulevard, Suite 1100		
Address Line 4:	Austin, TEXAS 78701		
NAME OF SUBMITTER:	Katherine Klammer Madianos		

OP \$215.00 2412201

SIGNATURE:	/Katherine K. Madianos/
DATE SIGNED:	07/17/2019
Total Attachments: 20 source=Coach AM acq Order approving Sale#page1.tif source=Coach AM acq Order approving Sale#page2.tif source=Coach AM acq Order approving Sale#page3.tif source=Coach AM acq Order approving Sale#page4.tif source=Coach AM acq Order approving Sale#page5.tif source=Coach AM acq Order approving Sale#page6.tif source=Coach AM acq Order approving Sale#page7.tif source=Coach AM acq Order approving Sale#page8.tif source=Coach AM acq Order approving Sale#page9.tif source=Coach AM acq Order approving Sale#page10.tif source=Coach AM acq Order approving Sale#page11.tif source=Coach AM acq Order approving Sale#page12.tif source=Coach AM acq Order approving Sale#page13.tif source=Coach AM acq Order approving Sale#page14.tif source=Coach AM acq Order approving Sale#page15.tif source=Coach AM acq Order approving Sale#page16.tif source=Coach AM acq Order approving Sale#page17.tif source=Coach AM acq Order approving Sale#page18.tif source=Coach AM acq Order approving Sale#page19.tif source=Coach AM acq Order approving Sale#page20.tif	

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

In re:

COACH AM GROUP HOLDINGS CORP.,
*et al.*¹

Debtors.

Chapter 11

Case No. 12-10010 (KG)

(Jointly Administered)

Re: Docket No. 102

**ORDER PURSUANT TO 11 U.S.C. §§ 105(a), 363 AND 365 AND FED. R.
BANKR. P. 2002, 6004, 6006, AND 9014 AUTHORIZING AND APPROVING
(I) SALE OF CERTAIN ASSETS OF THE DEBTORS FREE AND CLEAR OF LIENS,
CLAIMS, AND ENCUMBRANCES AND (II) ASSUMPTION AND ASSIGNMENT
OF CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

Upon the *Motion of the Debtors for Orders Pursuant to 11 U.S.C. §§ 105(a), 363 and 365 and Fed. R. Bankr. P. 2002, 6004, 6006 and 9014 (I) Approving (A) Bidding Procedures, (B) Form and Manner of Sale Notices, and (C) Sale Hearing Date, and (ii) Authorizing and Approving (A) Sale of Substantially All of the Assets Free and Clear of Liens,*

¹ Coach Am Group Holdings Corp. (4830); Coach Am Holdings Corp. (1816); Coach America Holdings, Inc. (2841); American Coach Lines, Inc. (2470); America Charters, Ltd. (8246); American Coach Lines of Atlanta, Inc. (4003); American Coach Lines of Jacksonville, Inc. (0136); American Coach Lines of Miami, Inc. (7867); American Coach Lines of Orlando, Inc. (0985); Coach America Group, Inc. (2816); B & A Charter Tours, Inc. (9392); Dillon's Bus Service, Inc. (5559); Florida Cruise Connection, Inc. (9409); Hopkins Airport Limousine Services, Inc. (1333); Lakefront Lines, Inc. (5309); The McMahon Transportation Company (0030); Midnight Sun Tours, Inc. (2791); Royal Tours of America, Inc. (2313); Southern Coach Company (6927); Tippet Travel, Inc. (8787); Trykap Airport Services, Inc. (0732); Trykap Transportation Management, Inc. (2727); KBUS Holdings, LLC (6419); ACL Leasing, LLC (2058); CAPD, LLC (4454); Coach America Transportation Solutions, LLC (6909); CUSA, LLC (3523); CUSA ASL, LLC (2030); CUSA AT, LLC (2071); CUSA AWC, LLC (2084); CUSA BCCAE, LLC (2017); CUSA BESS, LLC (3610); CUSA CC, LLC (1999); CUSA CSS, LLC (9896); CUSA EE, LLC (1982); CUSA ELKO, LLC (4648); CUSA ES, LLC (1941); CUSA FL, LLC (1920); CUSA GCBS, LLC (1891); CUSA GCT, LLC (1833); CUSA KBC, LLC (1808); CUSA K-TCS, LLC (1741); CUSA Leasing, LLC (1321); CUSA PCSTC, LLC (1701); CUSA PRTS, LLC (1591); CUSA RAZ, LLC (0640); CUSA Transit Services, LLC (8847); Get A Bus, LLC (1907); Coach BCCAE, L.P. (3488); Coach Leasing BCCAE, L.P. (6784). The Debtors' corporate offices are located at 8150 North Central Expressway, Suite M1000, Dallas, Texas 75206.

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Claims, and Encumbrances and (B) Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, filed by the Debtors on January 13, 2012 [Docket No. 102] (the "Motion")²; and the Court having entered the *Order Pursuant to 11 U.S.C. §§ 105(a), 363 and 365 and Fed. R. Bankr. P. 2002, 6004, 6006 and 9014 Approving (I) Bidding Procedures, (II) Form and Manner of Sale Notices, and (III) Sale Hearing Date* entered on January 27, 2012 [Docket No. 161] (the "Bidding Procedures Order"); and the Debtors having solicited Bids in accordance with the Bidding Procedures Order; and the Debtors having filed Supplemental Auction Procedures on April 24, 2012 [Docket No. 634] (the "Supplemental Auction Procedures"); and the Debtors having filed Supplemental Bidding Procedures on May 7, 2012 [Docket No. 667] (the "Supplemental Bidding Procedures"); and the Debtors having conducted an auction in accordance with the Bidding Procedures Order, the Supplemental Auction Procedures and the Supplemental Bidding Procedures on May 17, 2012 (the "Auction"); and the Debtors (in consultation with the Prepetition First Lien Agent, the Required Lenders and the Committee) having selected Coach USA, Inc. and certain subsidiaries of Coach USA, Inc. (collectively, "Purchaser") as the Successful Bidder for the assets of Coach America Holdings, Inc., Lakefront Lines, Inc., American Coach Lines of Atlanta, Inc., CUSA KBC, LLC, CUSA PCSTC, LLC, CUSA PRTS, LLC, CUSA ELKO, LLC, Dillon's Bus Service, Inc., CUSA RAZ, LLC, CUSA AWC, LLC, CUSA AT, LLC (collectively "Sellers") in accordance with the Bidding Procedures Order, the Supplemental Auction Procedures and the Supplemental Bidding Procedures; and upon the record of the hearing conducted on May 22, 2012 (the "Sale Hearing"), the hearing to consider approval of the Bidding Procedures Order and the Auction; and upon the record of the dockets in the above-captioned chapter 11 cases (the "Chapter 11 Cases"); and all parties in interest having been heard, or having had the opportunity to be heard, regarding the approval of the Agreement (as defined below), the Sale (as defined below) and other transactions

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Motion.

contemplated by the Agreement; and it appearing that the Sale is in the best interests of the Debtors, their estates, their creditors and other parties in interest; and due deliberation having been had, and sufficient cause appearing therefor;

IT IS HEREBY FOUND AND DETERMINED THAT:³

A. On January 3, 2012 (the "Petition Date"), each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code.

B. The Debtors continue to operate their business and manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

C. No trustee or examiner has been appointed in the Chapter 11 Cases.

D. The Court has jurisdiction over the Motion pursuant to 28 U.S.C. §§ 157 and 1334. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A), (N) and (O). Venue of the Chapter 11 Cases and the Motion in this District is proper under 28 U.S.C. §§ 1408 and 1409.

E. The statutory predicates for the relief sought in the Motion are sections 105(a) and 363 of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, 6006, and 9014.

F. As evidenced by the certification of service previously filed with the Court, and based on the representations of counsel at the Sale Hearing: (i) proper, timely, adequate and sufficient notice of the Motion, the Auction, the Supplemental Auction Procedures, the Supplemental Bidding Procedures, the Sale and the Sale Hearing has been provided in accordance with sections 102(1) and 363 of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, 6006, 9007 and 9014; (ii) such notice was good and sufficient, and appropriate under the particular circumstances; and (iii) no other or further notice of the Motion, the Sale Hearing or the entry of this Order shall be required. The Debtors also have complied with all obligations to provide notice of the Motion, the Auction, the Supplemental Auction Procedures, the Supplemental Bidding Procedures, the Sale Hearing and the Sale required by the Bidding

³ Findings of fact shall be construed as conclusions of law and conclusions of law shall be construed as findings of fact where appropriate. See Fed. R. Bankr. P. 7052.

Procedures Order. Notice of the Motion, the Bidding Procedures Order, the Auction, the Supplemental Auction Procedures, the Supplemental Bidding Procedures, the Sale Hearing and the Sale was also posted electronically on the website maintained by BMC Group, Inc., the Debtors' notice, claims and balloting agent, at <http://www.bmcgroup.com/restructuring/GenInfo.aspx?ClientID=292>.

G. A reasonable opportunity to object or be heard regarding the relief requested in the Motion has been afforded to all interested persons and entities.

H. As demonstrated by the record of the Sale Hearing and the Auction, the evidence adduced at the hearing to consider approval of the Bidding Procedures Order and the dockets in the Chapter 11 Cases, the Debtors have demonstrated good and sufficient reasons for the Court to approve the sale of the Purchased Assets (as defined below) to Purchaser (the "Sale").

I. The "Purchased Assets" shall include all assets set forth in Section 2.1 of the Asset Purchase Agreement by and between Sellers and Purchaser, dated as of May 17, 2012, a copy of which is attached hereto as Exhibit A (together with the exhibits and schedules thereto, collectively (each as may be amended or supplemented from time to time), the "Agreement").

J. The Debtors are the sole and lawful owners of the Purchased Assets.

K. The Bidding Procedures set forth in the Bidding Procedures Order, the Supplemental Auction Procedures and the Supplemental Bidding Procedures were non-collusive, proposed and executed in good faith as a result of arm's length negotiations, and substantively and procedurally fair to all parties, and the Auction with respect to Purchased Assets was fair in substance and procedure.

L. The Debtors solicited offers, conducted the Auction and selected Purchaser as the Successful Bidder for the Purchased Assets in accordance with, and have otherwise complied in all respects with, the Bidding Procedures Order. The sale process set forth in the Bidding Procedures Order afforded a full, fair and reasonable opportunity for any

entity to make a higher or otherwise better offer to purchase the Purchased Assets, with Purchaser ultimately having been determined by the Debtors (in consultation with the Prepetition First Lien Agent, the Required Lenders and the Committee) to have submitted the highest and otherwise best Qualified Bid for the Purchased Assets at the conclusion of the Auction, which determination constitutes a valid and sound exercise of the Debtors' business judgment.

M. The offer of Purchaser to purchase the Purchased Assets is the highest or otherwise best offer received for the Sale of the Purchased Assets, and no other Qualified Bidder has submitted a Qualified Bid for the Purchased Assets that provides greater economic value to the Debtors' estates than Purchaser.

N. The purchase price to be paid by Purchaser as set forth in the Agreement is fair and constitutes reasonably equivalent value and reasonable market value for the Purchased Assets.

O. Purchaser is a purchaser in good faith with respect to the Purchased Assets, as that term is used in section 363(m) of the Bankruptcy Code. The Agreement was negotiated, proposed and entered into by the parties in good faith, from arm's length bargaining positions and without collusion, and Purchaser is entitled to the protections of section 363(m) of the Bankruptcy Code with respect to the Purchased Assets. None of the Debtors nor Purchaser has engaged in conduct that would cause or permit the Agreement to be voided under section 363(n) of the Bankruptcy Code.

P. Except as specifically provided in the Agreement, Purchaser shall not assume or become liable for any Encumbrances (as defined below) relating to the Purchased Assets being sold by the Debtors unless expressly stated in the Agreement or this Order. Any such valid and enforceable Encumbrances shall attach to the proceeds of the Sale.

Q. Sound business reasons have been articulated for performing the obligations under the Agreement and selling the Purchased Assets as set forth in the Motion outside of a plan of reorganization, and it is a reasonable exercise of business judgment to

execute, deliver and consummate the Agreement with Purchaser and consummate the transactions contemplated by the Agreement.

R. The Debtors may sell the Purchased Assets free and clear of any Encumbrances because, in each case, one or more of the standards set forth in section 363(f)(1)-(5) of the Bankruptcy Code has been satisfied. Those holders of such Encumbrances who did not object, or who withdrew their objections, to the Sale or the Motion are deemed to have consented pursuant to section 363(f)(2) of the Bankruptcy Code.

S. The terms and conditions of the Agreement, including the total consideration to be realized by the Debtors pursuant to the Agreement, are fair and reasonable and the transaction contemplated by the Agreement is in the best interests of the Debtors, their creditors and their estates.

T. A valid business purpose exists for approval of the transaction contemplated by the Motion pursuant to sections 105 and 363(b), (f), and (m) of the Bankruptcy Code. The Debtors may sell, transfer and assign the Purchased Assets free and clear of the Encumbrances in accordance with sections 105 and 363 of the Bankruptcy Code. As a condition to purchasing the Purchased Assets, Purchaser requires that: (a) the Purchased Assets be sold free and clear of the Encumbrances; and (b) Purchaser shall have no liability whatsoever for any obligations of, or claims (including without limitation as defined in section 101(5) of the Bankruptcy Code) against, the Debtors except those expressly assumed in the Agreement or by this Order. Purchaser would not enter into the Agreement and consummate the transactions contemplated by the Agreement, thus adversely affecting the Debtors' estates, if the Sale to Purchaser was not free and clear of Encumbrances or if Purchaser was or would be liable for any obligations of, or claims (including without limitation as defined in section 101(5) of the Bankruptcy Code) against, the Debtors, except as otherwise explicitly provided in the Agreement or this Order.

U. The Sale outside of a plan of reorganization pursuant to the Agreement neither impermissibly restructures the rights of the Debtors' creditors nor impermissibly dictates

the terms of a liquidating plan of reorganization of the Debtors. The Sale does not constitute a *sub rosa* plan.

V. The transfer of the Purchased Assets to Purchaser is or will be a legal, valid and effective transfer of the Purchased Assets, and will vest Purchaser with all right, title and interest in and to the Purchased Assets, free and clear of Encumbrances, except those explicitly and expressly excluded by Purchaser in the Agreement or this Order.

W. An injunction against creditors and third parties pursuing Encumbrances is necessary to induce Purchaser to close under the Agreement; the issuance of such an injunction is therefore necessary to avoid irreparable injury to the Debtors' estates, and will benefit all creditors.

X. The requirements of sections 363(b) and 363(f) of the Bankruptcy Code and any other applicable law relating to the Sale of the Purchased Assets have been satisfied.

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

1. The Motion shall be, and hereby is, granted, with respect to the Sale of the Purchased Assets, as set forth herein.

2. All objections to the Motion, with respect to the Sale of the Purchased Assets, that have not been withdrawn, waived, or settled, and all reservations of rights included in such objections, are overruled on the merits and denied.

3. The Agreement and the transactions contemplated thereby are approved, and the Debtors are authorized and empowered to perform their obligations under the Agreement and to take such action as is necessary to effectuate the terms of the Agreement, without any further corporate authorization or order of this Court.

4. The Debtors are hereby authorized, empowered and directed, pursuant to sections 105 and 363(b) and (f) of the Bankruptcy Code, to sell the Purchased Assets to Purchaser pursuant to and in accordance with the terms and conditions of the Agreement, and, pursuant to sections 105 and 363 of the Bankruptcy Code, title to the Purchased Assets shall pass

to Purchaser on the date of the closing of the transactions contemplated by the Agreement (the "Closing Date"), free and clear of any and all liens (including mechanics', materialmen's and other consensual and non-consensual liens and statutory liens), security interests, encumbrances and claims (including, but not limited to, any "claim" as defined in section 101(5) of the Bankruptcy Code), reclamation claims, mortgages, deeds of trust, pledges, covenants, restrictions, hypothecations, charges, indentures, loan agreements, instruments, contracts, leases, licenses, options, rights of first refusal, rights of offset, recoupment, rights of recovery, judgments, orders and decrees of any court or foreign or domestic governmental entity, claims for reimbursement, contribution, indemnity or exoneration, assignment, debts, charges, suits, rights of recovery, interests, products liability, alter-ego, environmental, successor liability, vicarious liability, tax and other liabilities, causes of action and claims, to the fullest extent of the law, in each case whether secured or unsecured, choate or inchoate, filed or unfiled, scheduled or unscheduled, noticed or unnoticed, recorded or unrecorded, perfected or unperfected, allowed or disallowed, contingent or non-contingent, liquidated or unliquidated, matured or unmatured, material or non-material, disputed or undisputed, or known or unknown, whether arising prior to, on, or subsequent to the Petition Date, whether imposed by agreement, understanding, law, equity or otherwise (collectively, the "Encumbrances"). Pursuant to this Order, all such Encumbrances upon the Purchased Assets hereby are unconditionally released, discharged and terminated, with all such Encumbrances to attach only to the proceeds of the Sale with the same priority, validity, force and effect as they existed with respect to the Purchased Assets prior to the Closing Date except as may be set forth herein.

5. The Debtors and Purchaser are directed to comply, and shall comply, with all provisions of the Agreement.

6. Purchaser shall not be required to seek or obtain relief from the automatic stay under section 362 of the Bankruptcy Code to enforce any of its remedies under the Agreement or any other related document. The automatic stay imposed by section 362 of the Bankruptcy Code is modified solely to the extent necessary to implement the preceding sentence.

7. The transfer of the Purchased Assets to Purchaser pursuant to the Agreement constitutes a legal, valid and effective transfer and shall vest Purchaser with all right, title and interest of the Debtors in and to the Purchased Assets so transferred.

8. This Order shall be binding in all respects upon the Debtors, their estates, all creditors, all holders of equity interests in the Debtors, all holders of any interests or claims (whether known or unknown) against any Debtor, any holders of interests or claims against or on all or any portion of the Purchased Assets, all counterparties to any executory contract or unexpired lease of the Debtors, Purchaser and all successors and assigns of Purchaser, and any trustees, examiners or other fiduciary under any section of the Bankruptcy Code, if any, subsequently appointed in any of the Chapter 11 Cases or upon a conversion to chapter 7 of any of the Chapter 11 Cases. This Order and the Agreement shall be binding upon, and shall inure to the benefit of the Debtors, and Purchaser, and their respective successors and assigns, including without limitation, any chapter 11 trustee hereinafter appointed for the Debtors or any trustee appointed in a chapter 7 case, and its estate and creditors, if any of the Chapter 11 Cases are converted from chapter 11.

9. On the Closing Date, each of the creditors of the Debtors is authorized and directed to execute such documents and take all other actions as may be necessary to release the Encumbrances against or in the Purchased Assets, if any, as such Encumbrances may have been recorded or may otherwise exist.

10. If any person or entity that has filed financing statements, mortgages, mechanic's liens, *lis pendens*, or other documents or agreements evidencing Encumbrances against or in the Purchased Assets shall not have delivered to the Debtor prior to the Closing Date, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, and releases of the Encumbrances that the person or entity has with respect to the Purchased Assets or otherwise, the Debtor is hereby authorized and directed to execute and file such statements, instruments, releases and other documents on behalf of the person or entity with respect to the Purchased Assets.

11. Effective upon the Closing Date, all parties and/or entities asserting Encumbrances or contract rights against the Debtors and/or any of the Purchased Assets are hereby permanently enjoined and precluded from, with respect to such Encumbrances: (i) asserting, commencing or continuing in any manner any action against Purchaser or any assignee, director, officer, agent, representative or employee of Purchaser (all such entities are collectively referred to as the "Protected Parties") or against any Protected Party's Purchased Assets or properties, including without limitation the Purchased Assets; (ii) the enforcement, attachment, collection or recovery, by any manner or means, of any judgment, award, decree or order against the Protected Parties or any properties or Purchased Assets of the Protected Parties, including without limitation the Purchased Assets; (iii) creating, perfecting or enforcing any encumbrance of any kind against the Protected Parties or any properties or Purchased Assets of the Protected Parties, including without limitation the Purchased Assets; (iv) asserting any setoff, right of subrogation or recoupment of any kind against any obligation due the Protected Parties; and (v) taking any action, in any manner, in any place whatsoever, that does not conform to or comply with the provisions of this Order or the Agreement.

12. The provisions of this Order authorizing the Sale of the Purchased Assets free and clear of the Encumbrances (with such Encumbrances to attach to the proceeds of the Sale of the Purchased Assets, as provided in paragraph 4 of this Order) shall be self-executing, and none of the Debtors, Purchaser nor any other party shall be required to execute or file releases, termination statements, assignments, cancellations, consents or other instruments to effectuate, consummate and/or implement the provisions hereof with respect to such Sale; *provided, however*, that this paragraph shall not excuse such parties from performing any and all of their respective obligations under the Agreement. Without in any way limiting the foregoing, Purchaser is empowered to execute and file releases, termination statements, assignments, consents, cancellations or other instruments to effectuate, consummate and/or implement the provisions hereof with respect to such Sale.

13. A certified copy of this Order may be filed with the appropriate clerk and/or recorded to act to cancel any Encumbrances.

14. To the fullest extent permitted by applicable law, consummation of the Agreement and the transactions contemplated therein and thereby do not effect a *de facto* merger or consolidation of the Debtors and Purchaser or result in the continuation of the Debtors' business under Purchaser's control. To the fullest extent permitted by applicable law, Purchaser is not, and will not become by virtue of the Sale, the alter ego of, a successor in interest to, or a continuation of the Debtors, nor is Purchaser otherwise liable for the Debtors' debts and obligations, unless otherwise specifically provided for in the Agreement or pursuant to this Order.

15. All entities that are presently, or on the Closing Date may be, in possession of some or all of the Purchased Assets are hereby directed to surrender possession of the Purchased Assets to Purchaser on the Closing Date.

16. Nothing contained in any plan of reorganization (or liquidation) confirmed in the Chapter 11 Cases or the order of confirmation confirming any such plan shall conflict with or derogate from the provisions of the Agreement or the terms of this Order.

17. The Debtors have demonstrated that the assumption by the Debtors and assignment to Purchaser of the Assumed Contracts, the Assumed Equipment Leases and the Assumed Real Property Leases (each as defined in the Agreement) set forth on Schedules 2.1(d), 2.1(e) and 2.1(m) to the Agreement, as may be amended pursuant to Section 2.1 of the Agreement (collectively, the "Assumed Contracts and Leases") is in the best interests of the Debtors, its creditors and the estate and represents a prudent exercise of the Debtors' business judgment. The Assumed Contracts and Leases are an integral part of the Purchased Assets and, accordingly, such assumption and assignment are reasonable, enhance the value of the estate and do not constitute unfair discrimination.

18. The Purchased Assets, which include the Assumed Contracts and Leases to be assumed and assigned pursuant to the Agreement, are in full force and effect and (subject

to, and upon the payment of, the Cure Costs (as defined below) no default on the part of the Debtors exists under the Assumed Contracts and Leases with respect to any material term, condition, covenant, payment obligation or other obligations thereunder, whether prepetition or postpetition in nature, other than any default existing as a result of the filing of the Chapter 11 Cases.

19. Purchaser shall (i) cure, or provide adequate assurance of cure, of any default by the Debtors existing prior to the date hereof under any of the Assumed Contracts and Leases, within the meaning of section 365(b)(1)(A) of the Bankruptcy Code, and (ii) compensate, or provide adequate assurance of compensation, to any non-debtor party to any of the Assumed Contracts and Leases for any actual pecuniary loss to such party resulting from a default by the Debtors prior to the date hereof under such Assumed Contracts and Leases, within the meaning of section 365(b)(1)(B) of the Bankruptcy Code.

20. The cure costs specified in Schedule 2.5 to the Agreement (the "Cure Costs"), against which no timely objections are filed in accordance with the Assumption Procedures, are the sole amounts necessary to cure all monetary defaults by the Debtors and to pay all actual pecuniary losses, if any, payable by the Debtors under the Assumed Contracts and Leases pursuant to section 365(b)(1) of the Bankruptcy Code. On or prior to the Closing Date, Purchaser shall provide the Debtors with proof, satisfactory to the Debtors and the Required Lenders, that the Cure Costs have been paid.

21. Purchaser has provided adequate assurance of its future performance of and under the Assumed Contracts and Leases within the meaning of section 365(b)(1)(C) of the Bankruptcy Code.

22. The Debtors are hereby authorized and directed pursuant to sections 105(a) and 365 of the Bankruptcy Code, upon satisfaction (or waiver to the extent permitted by the Agreement) of the conditions to the occurrence of the Closing Date, (a) to assume and assign to Purchaser each of the Assumed Contracts and Leases in accordance with the Agreement, in each case free and clear of all Encumbrances, (b) to take all reasonably necessary action to cause

Sellers' Affiliates (as defined in the Agreement), and any such Affiliates are hereby authorized and directed, to assign to Purchaser such Affiliates' respective interests in the Intellectual Property set forth on Schedule 2.1(h) of the Agreement, to the extent of such Affiliate's interest therein, and (c) to execute and deliver to Purchaser such agreements, instruments and other documents as may be necessary or appropriate to assign and transfer the Assumed Contracts and Leases to Purchaser.

23. Upon the Closing Date, the Assumed Contracts and Leases shall be transferred to, and remain in full force and effect for the benefit of, Purchaser in accordance with their respective terms, notwithstanding any provision in any such Assumed Contract or Lease (including those of the type described in sections 365(b)(2) and (f) of the Bankruptcy Code) that prohibits, restricts or conditions such assignment or transfer. Any provision in any Assumed Contract or Lease that purports to declare a breach, default or termination as a result of a change of control of the Purchased Assets or requires the consent of any non-debtor party for the assumption and assignment thereof is hereby deemed unenforceable under section 365(f) of the Bankruptcy Code. Pursuant to section 365(k) of the Bankruptcy Code, the Debtors shall be relieved from any liability with respect to the Assumed Contracts and Leases occurring after such assignment to and assumption by Purchaser except as expressly provided in the Agreement.

24. All defaults or other obligations of the Sellers under the Assumed Contracts and Leases arising or accruing prior to the Closing Date (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 cured as set forth in the Agreement on the Closing Date. Purchaser shall have no liability or obligation for any such defaults or other obligations arising or accruing prior to the Closing Date, except as otherwise expressly provided in the Agreement.

25. There shall be no assignment fees, increases, rent-acceleration or any other fees charged to Purchaser or the Debtors as a result of the assumption and assignment of the Assumed Contracts and Leases.

26. Pursuant to sections 105(a), 363 and 365 of the Bankruptcy Code, all counterparties to the Assumed Contracts and Leases who do not or did not file timely objections in accordance with the Assumption Procedures are forever barred and permanently enjoined from asserting, prosecuting or otherwise pursuing the any of Debtors, Purchaser or any of their respective affiliates, successors or assigns or any of their respective affiliates, agents, representatives, counsel and advisors, the Purchased Assets or any other assets or operations of any of the Debtors or Purchaser, on the basis that payment of any cure amounts are owing and/or any other conditions to assumption or assignment must be satisfied in order for the Assumed Contract or Lease to be assumed by any of the Debtors and assigned to Purchaser; and from raising or asserting against the Debtors or Purchaser any assignment fee, default, breach or claim or pecuniary loss, or condition to assignment, arising under or related to the Assumed Contracts and Leases, existing as of the date that such Assumed Contracts and Leases are assumed or arising by reason of the Closing Date. Further, all parties who have failed to raise with particularity that such party's consent is required for the Debtors to assume and assign such Assumed Contract or Lease are hereby deemed to have given the consent contemplated by Bankruptcy Code section 365(c)(1)(B) and (f)(1) to the assumption of such Assumed Contract or Lease by the Debtors and the assignment of such Assumed Contract or Lease to Purchaser.

27. Each non-debtor party to any Assumed Contract or Lease that has not filed a timely objection to any Cure Amount is hereby deemed to have waived any claim against the Debtors, Purchaser and their respective affiliates, successors and assigns and their respective affiliates, agents, representatives, counsel and advisors, the Purchased Assets or any other assets or operations of any of the Debtors or Purchaser, for any amounts that may be owed to cure any defaults under such Assumed Contract or Lease in excess of such Cure Amount, and each non-debtor party to any Assumed Contract or Lease is hereby forever barred, estopped and permanently enjoined from asserting, prosecuting or otherwise pursuing the Debtors, Purchaser or any of their respective affiliates, successors or assigns or any of their respective affiliates, agents, representatives, counsel or advisors, the Purchased Assets or any other assets or

operations of the Debtors or Purchaser on the basis that payment of any amount in excess of the Cure Amount is owing with respect to any defaults under such Assumed Contract or Lease.

28. The failure of the Debtors or Purchaser to enforce at any time one or more terms or conditions of any Assumed Contract or Lease shall not constitute a waiver of any such terms or conditions, or of the Debtors' or Purchaser's rights to enforce every term and condition of the Assumed Contracts and Leases.

29. On the Closing Date, Purchaser shall assume all liabilities associated with the Assumed Contracts and Leases in accordance with the terms of the Agreement.

30. Notwithstanding anything to the contrary herein, no executory contract or lease shall be considered an Assumed Contract or Lease under this Order unless and until such executory contract or lease shall have been assumed by the Debtors in accordance with the Assumption Procedures, including, without limitation, the Debtors having served an Assumption Notice and a Cure Notice to the non-debtor counterparty to any executory contract or lease proposed to be assumed and provided ten (10) days from the service of such notices for the applicable non-debtor counterparty to file an objection.

31. As of the Closing Date, all agreements of any kind whatsoever and all orders of this Bankruptcy Court entered prior to the date hereof shall be deemed amended or otherwise modified to the extent required to permit the consummation of the Sale.

32. Upon the Closing Date, the Debtors are authorized and directed to immediately distribute the net cash proceeds of the Sale and all other cash beneficially owned by the Debtors as of the Closing Date or thereafter received from the sale or other monetization of the Debtors' assets or otherwise in these Chapter 11 Cases, as follows:

- (a) deposit the GUC Trust Fund Amount (as defined in the Final Order (I) Authorizing Debtors (A) to Obtain Post-Petition Financing Pursuant to 11 U.S.C. §§ 105, 361, 362, 364(c)(1), 364(c)(2), 364(c)(3), 364(d)(1) and 364(e) and (B) to Utilize Cash Collateral Pursuant to 11 U.S.C. § 363, (II) Granting Adequate Protection to Pre-Petition Secured Parties Pursuant to 11 U.S.C. §§ 361, 362, 363 and 364 and (III) Granting Related Relief, entered by the Court on March 19, 2012 [Docket No. 444] (the "DIP

Order")) into the GUC Trust Account (as defined in the DIP Order) pursuant to and in accordance with the terms and provisions of the DIP Order;

- (b) pay, or deposit into a segregated account (the "Lease Reserve Account"), any and all amounts (the "Lease Related Amounts") anticipated to be paid to the Debtors' vehicle lessors with respect to (i) any obligation of the Debtors to deliver (including any obligation arising by the Debtors' exercise of any option to deliver) any leased vehicles to Purchaser or any other anticipated purchaser free and clear of the applicable leases and (ii) any cure costs with respect to any vehicle leases that are being or anticipated to be assumed by the Debtors and assigned to Purchaser or any other party, except to the extent such cure costs are contemplated to be paid by such Purchaser or other third party;
- (c) pay to the DIP Agent (as defined in the DIP Order), for the benefit of itself and the DIP Lenders (as defined in the DIP Order), the amount equal to the outstanding DIP Obligations (as defined in the DIP Order), at which time the Revolving Termination Date (as defined in the DIP Order) shall have occurred pursuant to and in accordance with the DIP Credit Agreement (as defined in the DIP Order);
- (d) deposit into a segregated account (the "Wind-Down Carve Out Account") an amount carved out of the proceeds of the Prepetition First Lien Lenders' collateral equal to (i) all of the Debtors' professional fees and expenses incurred on or prior to the Closing Date, whether or not yet allowed by an Order of the Court, (ii) fees payable to the United States Trustee calculated in accordance with 28 U.S.C. 1930(a)(6); (iii) the amount of any valid unpaid ordinary course trade payables incurred by the Debtors between the Petition Date and the Closing Date (except to the extent assumed by Purchaser or any other purchaser) and (iv) a reasonable estimate of all wind-down costs and expenses (including professionals' fees and expenses) estimated to be incurred by the Debtors after the Closing Date ((i), (ii), (iii) and (iv) together, the "Wind-Down Expenses"), which amount, in the case of clause (iv) only, shall be acceptable to the Required Lenders in their sole discretion, to be disbursed in accordance with a budget in form and substance satisfactory to the Required Lenders and to be submitted by the Debtors prior to the Closing Date (the "Wind-Down Budget"), which Wind-Down Budget may be amended by the Debtors only with the consent of the Required Lenders in their sole discretion; provided, however, that the Debtors shall provide a copy of the Wind-Down Budget, and any amendments thereto, to the United States Trustee; provided further, however, that the Completion Fee to be paid to Rothschild, Inc. pursuant to the Engagement Letter approved by the Order Pursuant to 11 U.S.C. §§ 327(a), 328 and 1107 and Fed. R. Bankr. P. 2014 Authorizing the Retention and Employment of Rothschild, Inc. as Investment Banker to the Debtors Nunc Pro Tunc to the Petition

Date and Granting Relief Under Local Rule 2016-2, entered on January 27, 2012 [Docket No. 155] shall be paid in accordance with such Order and the Incentive Fee to be paid to Alvarez & Marsal North America, LLC pursuant to the Engagement Letter approved by the *Order Pursuant to 11 U.S.C. §§ 105(a) and 363(b) Authorizing the Debtors, Nunc Pro Tunc to the Petition Date, to (I) Retain Alvarez & Marsal North America, LLC to Provide the Debtors a Chief Restructuring Officer and Certain Additional Personnel and (II) Designate Brian E. Cejka as Chief Restructuring Officer*, entered on January 27, 2012 [Docket No. 159] shall be paid in accordance with such Order; and

- (e) pay to the Prepetition First Lien Agent, for the benefit of itself and the Prepetition First Lien Lenders, the remaining net cash proceeds from the sale for application to the Pre-Petition First Lien Debt (as defined in the DIP Order) in accordance with section 6.5 of the First Lien Security Agreement (as defined in the DIP Order) until the Pre-Petition First Lien Debt has been paid in full in cash, provided that in order for the Prepetition First Lien Agent to be able to promptly distribute such proceeds to a greater portion or all of the holders of Pre-Petition First Lien Debt, the Required Lenders and the Issuing Lender (as defined in the Prepetition First Lien Credit Agreement), with the consent of the Debtors, may agree to permit the beneficiaries of some or all of the Letters of Credit (as defined in the Prepetition First Lien Credit Agreement) to accelerate drawings under such Letters of Credit.

33. The Debtors are authorized to periodically direct that funds from the Wind-Down Carve Out Account be used to pay the Wind-Down Expenses in the categories of obligations set forth in the Wind-Down Budget, up to the aggregate amounts set forth on the Wind-Down Budget for each such category. The Debtors shall, on a bi-weekly basis, deliver to the Prepetition First Lien Agent and the United States Trustee an accounting of the Wind-Down Carve Out Account indicating the aggregate amount of disbursements from the Wind-Down Carve Out Account. For the avoidance of doubt, notwithstanding anything herein or in the Agreement to the contrary, funds from the Wind-Down Carve Out Account or the Lease Reserve Account shall not be transferred to Purchaser and shall be used solely to pay the Wind-Down Expenses (up to the amounts set forth in the Wind-Down Budget) and the Lease Related Amounts, respectively. Unless and until the DIP Obligations and the Pre-Petition First Lien Obligations (as defined in the DIP Order) have been paid in full in cash, the liens, claims and interests of the DIP Agent, the DIP Lenders, the Prepetition First Lien Agent and the Prepetition

First Lien Lenders, as applicable, shall extend to the Wind-Down Carve Out Account and the Lease Reserve Account and the proceeds thereof in the same order of priority existing prior to the Closing. Any amounts remaining in the Wind-Down Carve Out Account after the payment of all Wind-Down Expenses in accordance with the Wind-Down Budget, and any amounts remaining in the Lease Reserve Account after payment of all Lease Related Amounts, and from time to time to the extent the Debtors and the Prepetition First Lien Agent (with the consent of the Required Lenders) determine that any amounts are no longer anticipated to be needed to pay the applicable Wind-Down Expenses or Lease Related Amounts, shall be paid to the Prepetition First Lien Agent, for the benefit of itself and the Prepetition First Lien Lenders, for application to the Pre-Petition First Lien Debt until the Pre-Petition First Lien Debt has been paid in full in cash. None of the DIP Agent, the DIP Lenders, the Prepetition First Lien Agent and the Prepetition First Lien Lenders, nor any of their professionals, shall have any liability to any party on account of any unpaid administrative expenses or claims against the Debtors.

34. The purchase by Purchaser is a purchase in good faith for fair value within the meaning of section 363(m) of the Bankruptcy Code, and Purchaser is entitled to the protection of section 363(m) of the Bankruptcy Code. Accordingly, the reversal or modification or appeal of the authorization provided herein to consummate the Agreement and Sale shall not affect the validity of the Sale to Purchaser, unless such authorization is duly stayed pending such appeal prior to the Closing Date.

35. The Sale approved by this Order is not subject to avoidance pursuant to section 363(n) of the Bankruptcy Code. The consideration provided by Purchaser for the Purchased Assets under the Agreement constitutes and shall be deemed to be reasonably equivalent value and fair consideration.

36. The failure to specifically include any particular provisions of the Agreement including any of the documents, agreements or instruments executed in connection therewith in this Order shall not diminish or impair the efficacy of such provision, document,

agreement or instrument, it being the intent of this Court that the Agreement and each document, agreement or instrument be authorized and approved in its entirety.

37. Notwithstanding Bankruptcy Rules 6004, 6006 and 7062, this Order shall be effective and enforceable immediately upon entry and its provisions shall be self-executing, and the Motion shall be deemed to provide sufficient notice of the Debtors' request for relief from any stay. In the absence of any person or entity obtaining a stay pending appeal, the Debtors and Purchaser are free to close under the Agreement at any time, subject to the terms of the Agreement. In the absence of any person or entity obtaining a stay pending appeal, if the Debtors and Purchaser close the transactions contemplated by the Agreement, Purchaser shall be deemed to be acting in "good faith" and shall be entitled to the protections of section 363(m) of the Bankruptcy Code as to all aspects of the transactions under and pursuant to the Agreement if this Order or any authorization contained herein is reversed or modified on appeal.

38. The provisions of this Order are nonseverable and mutually dependent.

39. At Purchaser's cost and expense, a copy of the Debtors' books and records shall be provided by the Debtors as needed to vest, perfect, or confirm ownership (of record or otherwise) in Purchaser (or Purchaser's designee), of Purchaser's right, title, or interest in, to, or under any or all of the Purchased Assets.

40. From and after entry of this Order, none of the Debtors nor any other Person shall take or cause to be taken any action that would adversely affect or interfere with the transfer of the Purchased Assets either to the Debtors prior to the Closing Date, for subsequent transfer to Purchaser on the Closing Date, or to Purchaser in accordance with the terms and conditions of the Agreement and this Order.

41. For the avoidance of doubt, nothing contained in this Order shall affect the terms of the *Order Granting Motions for Relief from the Automatic Stay*, entered by the Court on April 30, 2012 [Docket No. 649].

42. Nothing in this Order shall be construed as permitting the transfer of any software licensed to the Debtors by Microsoft Licensing, GP ("Microsoft") pursuant to the

Business Agreement Number U6379260, the Master Agreement Number 01E71001 and the Enterprise Enrollment Agreement Number 5717415 (collectively, the "License") between Microsoft and CUSA, LLC without the prior written consent of Microsoft and subject to any agreed terms and conditions on the transfer of such software, including payment of cure and provision of adequate assurance of future performance pursuant to section 365, as applicable. Purchaser acknowledges that it will not use any Microsoft licensed software on the computers transferred to it by Sellers without first obtaining a license from Microsoft.

43. This Court shall retain exclusive jurisdiction to interpret, implement and enforce the provisions of this Order and the Agreement and to hear and determine all matters arising from the implementation of this Order and any issues relating to the Agreement, this Order or the rights and duties of the parties hereunder or thereunder, including, but not limited to, interpretation of the terms, conditions and provisions thereof, and the status, nature and extent of the Assumed Contracts and Leases, and all issues and disputes arising in connection with the relief authorized herein, inclusive of those concerning the transfer of the Assumed Contracts and Leases free and clear of the Encumbrances.

44. If there is any discrepancy between the Motion, the Bidding Procedures Order, the Agreement and/or this Order, this Order shall control.

Dated: May 24, 2012
Wilmington, Delaware


HONORABLE KEVIN GROSS
UNITED STATES BANKRUPTCY JUDGE