

1-31-92

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

Patent and Trademark Office
Attorney Docket No: LAPS230998

To the Director - U.S. Patent and Trademark Office: Please record the attached original documents or copy thereof.

1. Name of conveying party:
Tiro Trading LLC

Individuals Association
 General Partnership Limited Partnership
 Corporation
 Other Limited Liability Company - Delaware

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party:
Name: Laplink Software Inc.
Address: 10210 NE Points Drive, Suite 400
City: Kirkland State: WA ZIP: 98033

Individual(s) citizenship _____
 Association State of _____
 General Partnership State of _____
 Limited Partnership State of _____

Corporation-State of Washington
 Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designation must be a separate document from Assignment)
 Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution date: May 2, 2003

4. Application number(s) or registration number(s):
 A. Trademark Application No(s).
 Additional numbers attached? Yes No

B. Trademark Registration No(s). 1,839,857
 Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed.

Everett E. Fruehling, Esq.
 CHRISTENSEN O'CONNOR
 JOHNSON KINDNESS^{PLLC}
 1420 Fifth Avenue
 Suite 2800
 Seattle, WA 98101-2347
 206.682.8100

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41):..... \$ 40.00

8. The Director is authorized to charge any fees that may be required or credit any overpayment to Deposit Account Number 03-1740.

DO NOT USE THIS SPACE

9. Statement and signature:
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Everett E. Fruehling
 Name of Attorney or Agent
 Direct Dial 206.695.1743

Everett E. Fruehling 12-10-04
 Signature Date

Total number of pages including cover sheet, attachments and document: 17

OMB No. 0651-0011 (exp. 4/94)

I hereby certify that this correspondence is being transmitted via facsimile to the U.S. Patent and Trademark Office, Assignment Recordation Services, at facsimile number (703) 306-5995, on the below date.

Date: December 10, 2004 [Signature]

CH \$40.00 031740 1839857

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HONORABLE SAMUEL J. STEINER

FILED
Western District of Washington
at Seattle
MAY = 2 2003
U.S. Bankruptcy Court

UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF WASHINGTON

In re

LAPLINK, INC.
18702 North Creek Parkway
Bothell, WA 98011
Tax i.d. no. 91-1209899,

Debtor.

No. 03-13521

ORDER APPROVING THE SALE OF
SUBSTANTIALLY ALL OF THE
DEBTOR'S ASSETS AND BUSINESS
FREE AND CLEAR OF ALL LIENS,
CLAIMS, INTERESTS AND
ENCUMBRANCES; APPROVING THE
ASSUMPTION AND ASSIGNMENT BY
THE DEBTOR TO BUYER OF CERTAIN
OF THE DEBTOR'S EXECUTORY
CONTRACTS; AND GRANTING OTHER
RELIEF

THIS MATTER comes before the Court upon the motion of Laplink, Inc., debtor and debtor-in-possession ("Debtor"), for the entry of an Order (the "Sale Order") pursuant to 11 U.S.C. § 105(a), 363, 365 and Fed. R. Bankr. P. 2002, 6004, 6006 and 9014 approving (i) the sale (the "Sale") of substantially all of Debtor's assets and business free and clear of all liens, claims, interests and encumbrances to Tiro Trading, LLC (the "Buyer")¹ pursuant to an asset purchase agreement substantially in the form attached hereto as Exhibit A (the "Purchase Agreement"), and (ii) the

¹ Tiro Trading LLC will, prior to Closing, assign its interest in the Purchase Agreement to Laplink Software, Inc. All references to "Buyer" in this Order shall include Laplink Software, Inc.

ORIGINAL

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TK
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1 assumption and assignment by the Debtor to Buyer of certain of Debtor's executory contracts
2 (collectively, the "Sale Motion")². The Sale Motion is presented to the Court pursuant to its order,
3 (i) Scheduling A Hearing To Approve the Asset Purchase Agreement With Tiro Trading, LLC For
4 Sale Of Debtor's Assets, Free And Clear Of Liens; (ii) Approving The Form And Manner Of Notice;
5 (iii) Approving Expense Reimbursement; (iv) Approving Bidding Procedures; (v) Approving
6 Procedures For Assumption And Assignment Of Executory Contracts; (vi) Approving Payment of
7 Postpetition Lease and Salary Accruals from Sale Proceeds entered on March 28, 2003 (the "Bidding
8 Procedures Order"). At the hearing on the Sale Motion on May 2, 2003, the Court considered (i) the
9 Declaration of Steven Bailey in support of the Sale Motion; (ii) the record in this Chapter 11 case;
10 (iii) all objections, if any; and (iv) the arguments of counsel and the evidence presented at the hearing
11 (the "Sale Hearing"). Based on the foregoing, the Court HEREBY FINDS AND DETERMINES
12 THAT:³

13 A. The Court has jurisdiction over the Sale Motion pursuant to 28 U.S.C. §§ 157 and
14 1334, and this matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A), (M), (N) and (O).
15 Venue of this case and the Sale Motion in this district is proper under 28 U.S.C. §§ 1408 and 1409.

16 B. The statutory predicates for the relief sought in the Sale Motion are
17 11 U.S.C. §§ 105(a), 363(b), (f), (m), and (n), 365, and Fed. R. Bankr. P. 2002, 6004, 6006, and 9014.

18 C. As evidenced by the affidavits of service previously filed with the Court, the Debtor
19 provided proper, timely, adequate and sufficient notice of the Motion, the Sale Hearing, the Sale, and
20 the assumption and assignment of the Assumed Executory Contracts in accordance with 11 U.S.C. §§

21 ² Unless otherwise defined, capitalized terms used herein shall have the meanings ascribed to them in
22 the Purchase Agreement. The Purchase Agreement attached hereto does not contain the final exhibits and
23 schedules, which exhibits and schedules shall be agreed upon by Debtor and Buyer without further order of this
Court.

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

1 102(l), 363 and 365 and Fed. R. Bankr. P. 2002, 6004, and 9014 and the Bidding Procedures Order,
2 including to: (i) the Office of the United States Trustee; (ii) counsel for the Buyer; (iii) counsel for the
3 Creditors' Committee; (iv) all entities known to have expressed an interest in a transaction with
4 respect to the Acquired Assets during the past twelve months; (v) all entities known to have asserted
5 any interests in or upon the Acquired Assets; (vi) all federal, state, and local regulatory or taxing
6 authorities or recording offices which have a reasonably known interest in the relief requested by the
7 Sale Motion, (vii) all parties to Assumed Executory Contracts; (viii) the United States Attorney's
8 office; (ix) the Internal Revenue Service; and (xi) the official service list. Such notice was good and
9 sufficient, and affords parties sent notice a reasonable opportunity to object or be heard with respect to
10 the matters that are the subject of this Sale Order, and no other or further notice of the Sale Motion,
11 the Sale Hearing, the Sale, or the assumption and assignment of the Assumed Executory Contracts is
12 or shall be required.

13 D. The Debtor marketed the Acquired Assets and conducted the sale process in
14 compliance with the Bidding Procedures Order and applicable law and rules.

15 E. The Debtor (i) has full corporate power and authority to execute the Purchase
16 Agreement and all other documents contemplated thereby, and the sale of the Acquired Assets and
17 assumption and assignment of the Assumed Executory Contracts by the Debtor have been duly and
18 validly authorized by all necessary corporate action of the Debtor, (ii) has all of the corporate power
19 and authority necessary to consummate the transactions contemplated by the Purchase Agreement,
20 (iii) has taken all corporate action necessary to authorize and approve the Purchase Agreement and the
21 consummation by the Debtor of the transactions contemplated thereby, and (iv) no consents or
22 approvals, other than those expressly provided for in the Purchase Agreement, are required for the
23 Debtor to consummate such transactions.

F. Approval of the Purchase Agreement and consummation of the Sale at this time are in
the best interests of the Debtor, its creditors, its estate, and other parties in interest.

1 G. The Debtor has demonstrated both (i) good, sufficient, and sound business purpose and
2 justification, and (ii) compelling circumstances for the Sale pursuant to 11 U.S.C. § 363(b) prior to,
3 and outside of, a plan of reorganization in that, among other things:

4 (1) The Debtor's liquidity limitations and other operational challenges have caused
5 the Debtor hardship;

6 (2) Given these circumstances, the Buyer is only willing to proceed to acquire the
7 Debtor's Business if the Sale can be consummated quickly. Of perhaps greater concern, there is a risk
8 that, if the Sale is not consummated immediately, given the current instability in the business, the
9 Debtor will not be able to satisfy certain of the terms of the Purchase Agreement and the sale to the
10 Buyer could be lost.

11 (3) The Debtor diligently and in good faith marketed the Acquired Assets to secure
12 the highest and best offer therefore.

13 (4) The Debtor mailed the Sale Motion to each of the entities that had previously
14 expressed an interest in the Debtor; no competing bids were received for the Acquired Assets. The
15 terms and conditions set forth in the Purchase Agreement, and the sale to the Buyer represent a fair
16 and reasonable purchase price and constitute the highest and best offer obtainable for the Acquired
17 Assets.

18 H. A sale of the Acquired Assets at this time to the Buyer pursuant to 11 U.S.C. § 363(b)
19 is the best alternative to preserve the enterprise value of the Acquired Assets, and maximize the
20 Debtor's estate for the benefit of all constituencies. Delaying the sale undoubtedly will result in a loss
21 of value of the Acquired Assets. Further, any delay of the sale would result in the Buyer's termination
22 of the Purchase Agreement and result in an alternative outcome that will achieve less value for
23 creditors.

I. Except as otherwise provided in this Sale Order and the Purchase Agreement, the
proceeds of the Sale will be distributed to the Debtor's administrative, postpetition and prepetition
creditors pursuant to further Court order.

1 J. The Purchase Agreement was negotiated, proposed and entered into by the Debtor and
2 the Buyer without collusion, in good faith, and from arm's-length bargaining positions. Neither the
3 Debtor nor the Buyer has engaged in any conduct that would cause or permit the Purchase Agreement
4 to be avoided under 11 U.S.C. § 363(n).

5 K. The Buyer is a good faith purchaser under 11 U.S.C. § 363(m) and, as such, is entitled
6 to all of the protections afforded thereby. The Buyer will be acting in good faith within the meaning of
7 11 U.S.C. § 363(m) in closing the transactions contemplated by the Purchase Agreement at all times
8 after the entry of this Sale Order.

9 L. The consideration provided by the Buyer for the Acquired Assets pursuant to the
10 Purchase Agreement (i) is fair and reasonable, (ii) is the highest and best offer for the Acquired
11 Assets, (iii) will provide a greater recovery for the Debtor's creditors than would be provided by any
12 other practical available alternative, and (iv) constitutes reasonably equivalent value and fair
13 consideration under the Bankruptcy Code and under the laws of the United States, any state, territory,
14 possession, or the State of Washington.

15 M. The transfer of the Acquired Assets to the Buyer will be a legal, valid, and effective
16 transfer of the Acquired Assets, will vest the Buyer with all right, title, and interest of the Debtor to
17 the Acquired Assets free and clear of all interests in such property of a person or entity other than the
18 Debtor (i) all Liens of any kind or nature whatsoever arising under or out of, or in connection with, or
19 in any way relating to the operation of the Business prior to the Closing or any acts of Seller, and (ii)
20 all claims as defined in 11 U.S.C. § 101(5) (collectively, "Interests").

21 N. The Purchaser would not have entered into the Purchase Agreement and would not
22 consummate the transactions contemplated thereby, thus adversely affecting the Debtor, its estate, and
23 its creditors, if the sale of the Acquired Assets to the Buyer and the assignment of the Assumed
Executory Contracts to the Buyer was not free and clear of all Interests, or if the Buyer would, or in
the future could, be liable for any of the Interests.

1 O. The Debtor may sell the Acquired Assets free and clear of all Interests because, in each
2 case, one or more of the standards set forth in 11 U.S.C. § 363(f)(1)-(5) has been satisfied. Those (i)
3 holders of Interests and (ii) non-debtor parties to Assumed Executory Contracts who did not object, or
4 who withdrew their objections, to the Sale or the Sale Motion are deemed to have consented pursuant
5 to 11 U.S.C. § 363(f)(2). Those (i) holders of Interests who did object fall within one or more of the
6 other subsections of 11 U.S.C. § 363(f) and are adequately protected by having their Interests, if any,
7 attach to the cash proceeds of the Sale attributable to the property against or in which they assert an
8 Interest, in the same order of priority that existed prior to the sale and subject to all objections,
9 counterclaims, recoupments and other defenses of the estate.

10 P. The (i) transfer of the Acquired Assets to the Buyer and (ii) assumption and assignment
11 to the Buyer of the Assumed Executory Contracts and the assumption of certain liabilities expressly
12 stated in the Purchase Agreement, will not subject the Buyer to any liability with respect to the
13 operation of the Debtor's business prior to the Closing or by reason of such transfer under the laws of
14 the United States, any state, territory, or possession thereof, or the State of Washington, based, in
15 whole or in part, directly or indirectly, on any theory of law or equity, including, without limitation,
16 any theory of equitable law, including, without limitation, any theory of antitrust or successor or
17 transferee liability.

18 Q. The Debtor has demonstrated that it is an exercise of its sound business judgment to
19 assume and assign the Assumed Executory Contracts to the Buyer in connection with the
20 consummation of the Sale, and the assumption and assignment of the Assumed Executory Contracts is
21 in the best interests of the Debtor, its estate, and its creditors. The Assumed Executory Contracts being
22 assigned to, and the liabilities being assumed by, the Buyer are an integral part of the business being
23 purchased by the Buyer and, accordingly, such assumption and assignment of Assumed Executory
Contracts and liabilities are reasonable, enhance the value of the Debtor's estate, and do not constitute
unfair discrimination. The Debtor has (i) cured, or has provided adequate assurance of cure, of any
default existing prior to the date hereof under any of the Assumed Executory Contracts, within the

1 meaning of 11 U.S.C. § 365(b)(1)(A), and (ii) provided compensation or adequate assurance of
2 compensation to any party for any actual pecuniary loss to such party resulting from a default prior to
3 the date hereof under any of the Assumed Executory Contracts, with the meaning of 11 U.S.C. §
4 365(b)(1)(B), and the Buyer has provided adequate assurance of the future performance of and under
5 the Assumed Executory Contracts, within the meaning of 11 U.S.C. § 365(b)(1)(C).

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

8 General Provisions

9 1. The Sale Motion is granted in its entirety, as further described herein.
10 2. All objections to the Sale Motion or the relief requested therein that have not been
11 withdrawn, waived, or settled, and all reservations of rights included therein, hereby are overruled on
12 the merits.

13 Approval of the Purchase Agreement.

14 3. The Purchase Agreement, and all of the terms and conditions thereof, is hereby
15 approved.

16 4. Pursuant to 11 U.S.C. § 363(b), the Debtor is authorized and directed to consummate
17 the Sale, pursuant to and in accordance with the terms and conditions of the Purchase Agreement.

18 5. The Debtor is authorized and directed to execute and deliver, and empowered to
19 perform under, consummate and implement, the Purchase Agreement, together with all additional
20 instruments and documents that may be reasonably necessary or desirable to implement the Purchase
21 Agreement, and to take all further actions as may be requested by the Buyer for the purpose of
22 assigning, transferring, granting, conveying and conferring to the Buyer or reducing to possession, the
23 Acquired Assets, or as may be necessary or appropriate to the performance of the obligations as
contemplated by the Purchase Agreement.

1 Transfer of Acquired Assets

2 6. Pursuant to 11 U.S.C. §§ 105(a) and 363(f), the Acquired Assets shall be transferred at
3 Closing to the Buyer, free and clear of all Interests with all such Interests to attach to the net proceeds
4 of the Sale in the order of their priority, with the same validity, force and effect which they now have
5 as against the Acquired Assets, subject to any claims and defenses the Debtor may possess with
6 respect thereto.

7 7. Except as expressly permitted or otherwise specifically provided by the Purchase
8 Agreement or this Sale Order, all persons and entities holding Interests against or in the Debtor or the
9 Acquired Assets, including but not limited to, all debt security holders, equity security holders,
10 governmental, tax, and regulatory authorities, lenders, trade and other unsecured creditors (whether
11 legal or equitable, secured or unsecured, matured or unmatured, contingent or non-contingent, senior
12 or subordinated), arising under or out of, in connection with, or in any way relating to, the Debtor, the
13 Acquired Assets, the operation of the business of the Debtor prior to the Closing, or the transfer of the
14 Acquired Assets to the Buyer, hereby are forever barred, estopped, and permanently enjoined from
15 asserting against the Buyer, its successors or assigns, its property or interests or the Acquired Assets,
16 such persons' or entities' Interests.

17 8. The transfer of the Acquired Assets to the Buyer pursuant to the Purchase Agreement
18 constitutes a legal, valid, and effective transfer of the Acquired Assets, and shall vest the Buyer with
19 all right, title, and interest of the Debtor in and to the Acquired Assets free and clear of all Interests.

20 Assumption and Assignment to Purchaser of Assumed Executory Contracts

21 9. Pursuant to 11 U.S.C. §§ 105(a) and 365, and subject to and conditioned upon the
22 Closing of the Sale, the Debtor's assumption and assignment to the Buyer of the Assumed Executory
23 Contracts is hereby approved, and the requirements of 11 U.S.C. § 365(b)(1) with respect thereto are
hereby deemed satisfied.

1 10. The Debtor is hereby authorized and directed in accordance with 11 U.S.C. §§ 105(a)
2 and 365 to (a) assume and assign to the Buyer, effective at Closing, the Assumed Executory
3 Contracts, as reflected on Exhibit B hereto, free and clear of all Interests, and (b) execute and deliver
4 to the Buyer such documents or other instruments as may be necessary to assign and transfer the
5 Assumed Executory Contracts to the Buyer. Excluding the Assumed Executory Contracts, the
6 Debtor's real property lease with RREEF ("RREEF Lease") and the Debtor's agreement with XO
7 Communications, all other executory contracts and/or unexpired leases shall be deemed rejected
8 effective immediately. With respect to the RREEF Lease, the Debtor may present to this Court an
9 *ex parte* order rejecting the RREEF Lease, after notice to RREEF's counsel, Buyer's counsel, and
10 Committee counsel, and the Debtor shall pay to RREEF all rent due to the time of such rejection from
11 the proceeds of the sale of Acquired Assets approved by this Order. The Software Distribution
12 License Agreement between the Debtor and Altiris, Inc. ("Altiris") is hereby rejected. The Debtor will
13 have no further rights to the computer software products licensed by Altiris to the Debtor (the "Altiris
14 Software"), and the Altiris Software must be removed from Debtor's premises, including all labs,
15 computer systems and hardware in the Debtor's possession or within its control, and all embodiments
16 of the Altiris Software, including any master versions from which the Debtor creates licensed copies,
17 must be destroyed or returned to Altiris. The Debtor shall provide Altiris with written certification of
18 compliance with this paragraph within 15 days after entry of this Order.

19 11. The Assumed Executory Contracts shall be transferred to, and remain in full force and
20 effect for the benefit of, the Buyer in accordance with their respective terms, notwithstanding any
21 provision in any such Assumed Executory Contract, including those of the type described in 11 U.S.C.
22 § 365, that prohibits, restricts, or conditions such assignment or transfer.

23 12. All defaults or other obligations of the Debtor under the Assumed Executory Contracts
arising or accruing prior to the date of this Sale Order (without giving effect to any acceleration
clauses or any default provisions of the kind specified in 11 U.S.C. § 365(b)(2)) shall be cured by the
Debtor at Closing or as soon thereafter as practicable, and the Buyer shall have no liability or

1 obligation arising or accruing prior to the date of Closing, except as otherwise expressly provided in
 2 the Purchase Agreement. The amount of any cure owed and payable with respect to the Assumed
 3 Executory Contracts shall be the amount set forth with respect to each Assumed Executory Contract,
 4 as set forth on Exhibit B hereto. Notwithstanding the foregoing, CompUSA, Inc. has alleged that the
 5 Debtor is obligated to pay rebates to customers in connection with certain advertised sales of LapLink
 6 products during late 2002 and early 2003 (the "CompUSA Rebates"). Buyer may, in its discretion,
 7 agree to pay and pay, directly or indirectly, the CompUSA Rebates or similar rebates due in
 8 connection with sales by other retailers and deduct up to \$125,000 of such payments from the Earn
 9 Out provided for in Section 2.7 of the Purchase Agreement, provided however, that the neither the
 10 foregoing nor any payments made pursuant hereto by Buyer, shall be deemed to impose upon Buyer
 11 an obligation to directly or indirectly pay any claims against the Debtor arising out of or related to
 12 customer rebates. Buyer shall provide to the Debtor evidence of actual payment of such rebates prior
 13 to deducting such amounts from the Earn Out, and any dispute regarding the amount of rebates
 14 actually paid by Buyer shall be resolved by this Court, after notice and hearing.

13 13. Each non-Debtor party to an Assumed Executory Contract hereby is forever barred,
 14 estopped, and permanently enjoined from asserting against the Debtor or the Buyer, or the property of
 15 either of them, any default existing as of the date of Closing; or, against any Buyer, any counterclaim,
 16 defense, setoff or any other claim asserted or assertable against the Debtor. The failure of the Debtor
 17 or Buyer to enforce at any time one or more terms or conditions of any Assumed Executory Contract
 18 shall not be a waiver of such terms or conditions, or of Debtor's or Buyer's rights to enforce every
 19 term and condition of the Assumed Executory Contracts.

19 Additional Provisions

20 14. The consideration provided by the Buyer for the Acquired Assets and the terms of the
 21 Purchase Agreement (a) are fair and reasonable and (b) shall be deemed to constitute reasonably
 22 equivalent value and fair consideration under 11 U.S.C. § 101 *et seq.* and under the laws of the United
 23 States.

1 States, any state, territory, possession, or the State of Washington, and may not be avoided under 11
2 U.S.C. § 363(n).

3 15. On the Closing of the Sale, each of the Debtor's creditors is authorized and directed to
4 execute such documents and take all other actions as may be necessary to release its Interests in the
5 Acquired Assets, if any, as such Interests may have been recorded or may otherwise exist.

6 16. This Sale Order (a) shall be effective as a determination that, as of Closing, all Interests
7 of any kind or nature whatsoever existing as to the Debtor or the Acquired Assets prior to the Closing
8 have been unconditionally released, discharged and terminated, and that the conveyances described
9 herein have been effected, and (b) shall be binding upon and shall govern the acts of all entities,
10 including without limitation, all filing agents, filing officers, title agents, title companies, recorders of
11 mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental
12 departments, secretaries of state, federal, state, and local officials, and all other persons and entities
13 who may be required by operation of law, the duties of their office, or contract, to accept, file, register
14 or otherwise record or release any documents or instruments, or who may be required to report or
15 insure any title or state of title in or to any of the Acquired Assets.

16 17. Each and every federal, state, and local governmental agency or department is hereby
17 directed to accept any and all documents and instruments necessary and appropriate to consummate
18 the transactions contemplated by the Purchase Agreement.

19 18. If any person or entity that has filed financing statements, mortgages, mechanic's liens,
20 *lis pendens*, or other documents or agreements evidencing Interests in the Debtor or the Acquired
21 Assets shall not have delivered to the Debtor prior to Closing, in proper form for filing and executed
22 by the appropriate parties, termination statements, instruments of satisfaction, releases of all Interests
23 which the person or entity has with respect to the Debtor or the Acquired Assets or otherwise, then (a)
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 Acquired Assets, and (b) the
Buyer is hereby authorized to file, register, or otherwise record a certified copy of this Sale Order,

ORDER APPROVING SALE, ETC - Page 11

BUSH STROUT & KORNFIELD
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Facsimile (206) 292-2104

TRADEMARK

REEL: 002990 FRAME: 0602

1 which, once filed, registered, or otherwise recorded, shall constitute conclusive evidence of the release
2 of all Interests in the Acquired Assets of any kind or nature whatsoever.

3 19. All entities that are presently, or on the Closing Date may be, in possession of some or
4 all of the Acquired Assets are hereby directed to surrender possession of the Acquired Assets to the
5 Buyer at the Closing, and Buyer hereby is authorized to retrieve and take possession of all Acquired
6 Assets in the possession of any third parties, including but not limited to any lessor or licensor.

7 20. The Buyer shall not be liable or responsible for any liability or other obligation of the
8 Debtor arising under or related to the Acquired Assets, except as expressly stated in the Purchase
9 Agreement. Without limiting the generality of the foregoing, and except as otherwise specifically
10 provided herein and in the Purchase Agreement, the Buyer shall not be liable for any Claims against
11 the Debtor or any of its predecessor or affiliate, and the Buyer shall have no successor or vicarious
12 liabilities of any kind or character whether known or unknown as of the Closing, now existing or
13 hereafter arising, whether fixed or contingent, with respect to the Debtor or any obligations of the
14 Debtor arising prior to the Closing, including, but not limited to, liabilities on account of any taxes
15 arising, accruing, or payable under, out of, in connection with, or in any way relating to the operation
16 of the business of the Debtor.

17 21. Under no circumstances shall the Buyer be deemed a successor of or to the Debtor for
18 any Interest against or in the Debtor or the Acquired Assets of any kind or nature whatsoever. The
19 sale, transfer, assignment and delivery of the Acquired Assets shall not be subject to any Interests, and
20 Interests of any kind or nature whatsoever shall remain with, and continue to be obligations of, the
21 Debtor. All persons holding Interests against or in the Debtor or the Acquired Assets of any kind or
22 nature whatsoever shall be, and hereby are, forever barred, estopped, and permanently enjoined from
23 asserting, prosecuting, or otherwise pursuing such Interests against the Buyer, its property, its
successors and assigns, or the Acquired Assets with respect to any Interest such person or entity had,
has, or may have against or in the Debtor, its estate, officers, directors, shareholders, or the Acquired
Assets. Following the Closing, no holder of any Interest against the Debtor shall interfere with the

1 Buyer's title to or use and enjoyment of the Acquired Assets based on or related to such Interest, or
2 any actions that the Debtor may take in its Chapter 11 case.

3 22. Subject to, and except as otherwise provided in, the Bidding Procedures Order, any
4 amounts that become payable by the Debtor pursuant to the Purchase Agreement or any of the
5 documents delivered by the Debtor pursuant to or in connection with the Purchase Agreement shall (a)
6 constitute administrative expenses of the Debtor's estate and (b) be paid by the Debtor in the time and
7 manner as provided in the Purchase Agreement, without further order of this Court.

8 23. This Court retains jurisdiction to enforce and implement the terms and provisions of
9 the Purchase Agreement, all amendments thereto, any waivers and consents thereunder, and of each of
10 the agreements executed in connection therewith in all respects, including, but not limited to, retaining
11 jurisdiction to (a) compel delivery of the Acquired Assets to the Buyer, (b) resolve any disputes
12 arising under or related to the Purchase Agreement, except as otherwise provided therein, (c) interpret,
13 implement, and enforce the provisions of this Sale Order, and (d) protect the Buyer against (i) any of
14 the liabilities not expressly assumed and assigned, or (ii) any Interests in the Debtor or the Acquired
15 Assets, of any kind or nature whatsoever, attaching to the proceeds of the Sale.

16 24. Nothing contained in any plan of reorganization (or liquidation) confirmed in this case
17 (or any other case involving the Debtor) or any order of this Court confirming such plan shall conflict
18 with or derogate from the provisions of the Purchase Agreement or the terms of this Sale Order.

19 25. This Sale Order shall constitute a general release by the Seller and its estate of the
20 Buyer, effective as of the time of Closing, including without limitation, a release by the Seller of any
21 transferee or successor liability on the part of the Buyer. Without limiting the generality of the
22 foregoing, upon consummation of the Asset Sale, the Purchase shall not be deemed to (a) be the
23 successor of the Seller, (b) have, *de facto* or otherwise, merged with or into the Seller, or (c) be a mere
continuation or substantial continuation of the Seller or the enterprise of the Seller.

24 26. The transfer of the Acquired Assets pursuant to the Sale shall not subject the Buyer to
any liability with respect to the operation of the business prior to the Closing Date or by reason of

1 such transfer under the laws of the United States, any state, territory, or possession thereof, or the
2 State of Washington, based, in whole or in part, directly or indirectly, on any theory of law or equity,
3 including, without limitation, any theory of equitable subordination or successor or transferee liability.

4 27. The transactions contemplated by the Purchase Agreement are undertaken by the Buyer
5 in good faith, as that term is used in section 363(m) of the Bankruptcy Code, and accordingly, the
6 reversal or modification on appeal of the authorization provided herein to consummate the Sale shall
7 not affect the validity of the Sale to the Buyer, unless such authorization is duly stayed pending such
8 appeal. The Buyer is a purchaser in good faith of the Acquired Assets and Assumed Executory
9 Contracts, and is entitled to all of the protections afforded by 11 U.S.C. § 363(m).

10 28. The terms and provisions of the Purchase Agreement and this Sale Order shall be
11 binding in all respects upon, and shall inure to the benefit of, the Debtor, its estate, and its creditors,
12 the Buyer, and their respective affiliates, successors and assigns, and any affected third parties
13 including, but not limited to, all persons asserting Interests in the Acquired Assets to be sold to the
14 Buyer pursuant to the Purchase Agreement, notwithstanding any subsequent appointment of any
15 trustee(s) under any chapter of the Bankruptcy Code, as to which trustee(s) such terms and provisions
16 likewise shall be binding.

17 29. Neither the Purchase Agreement, nor the consummation of the transactions
18 contemplated thereby, directly or indirectly (with or without notice or lapse of time) (a) contravenes,
19 conflicts with or results in a violation of, or gives any Governmental entity or other person or entity
20 the right to challenge the transactions contemplated by the Purchase Agreement or to exercise any
21 remedy or obtain any relief under, any federal, state, county or local law, statute, rule, regulations,
22 ordinance, code or any decree, ruling, order, writ, injunction, award or judgment of any Governmental
23 Entity applicable to the Seller or with respect to which any of the Assets is subject, or 9b) shall result
in the imposition or creation of any Claim or Interest or other rights of a third party upon or with
respect to any or all of the Assets.

1 30. Neither the Seller nor Buyer is required to make any filing with or give any notice to,
 2 or to obtain any approval, consent, ratification, permission, waiver or authorization from, any person
 3 or any Governmental Entity in connection with the execution and delivery of the Purchase Agreement
 4 or the consummation of the transactions contemplated by the Purchase Agreement (other than with
 5 respect to governmental licenses which do not constitute Assets), and the Seller does not need to seek
 6 or obtain shareholder consent to consummate the transactions contemplated by the Purchase
 Agreement.

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

10 32. The Purchase Agreement and any related agreements, documents or other instruments
 11 may be modified, amended or supplemented by the parties thereto, in a writing signed by both parties,
 12 and in accordance with the terms thereof, without further order of the Court.

13 33. As provided in Fed. R. Bankr. P. 6004(g) and 6006(d), and notwithstanding Fed. R.
 14 Bankr. P. 7062, this Sale Order shall be effective and enforceable immediately upon entry. Time is of
 15 the essence in closing the transaction and the Debtor and the Buyer intend to close the Sale as soon as
 16 possible. Therefore, the stay provided for under Fed. R. Bankr. P. 6004(g), 6006(d), or 7062 shall not
 apply.

17 34. The provisions of this Sale Order are non-severable and mutually dependent.

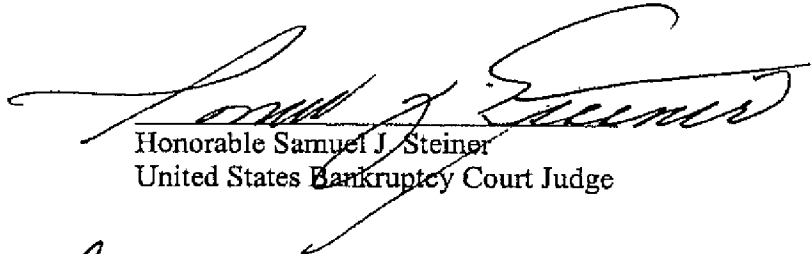
18 35. The Debtor is authorized to pay the following from the consideration provided by the
 19 Buyer for the Assets pursuant to the Purchase Agreement:

- 20 a. the amount of the postpetition lease accruals incurred by the Debtor to RREEF
 21 America, Inc., the Debtor's real property lessor, as approved in the Bidding
 22 Procedures Order;
- 23 b. applicable sales taxes;
- c. applicable personal property taxes;

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- d. to Silicon Valley Bank, the amount of its allowed secured claim;
- e. to Mark Eppley, the amounts of deferred postpetition compensation as approved by the Court in the Bidding Procedures Order.

DATED this 2 day of May, 2003

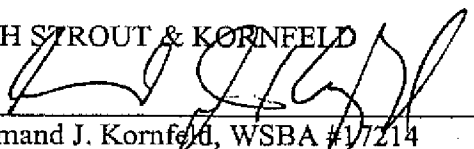


Honorable Samuel J. Steiner
United States Bankruptcy Court Judge

Presented by:

BUSH STROUT & KORNFIELD

By



Armand J. Kornfeld, WSBA #17214
Aimee S. Willig, WSBA #22859
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Attorneys for Laplink, Inc., Debtor in Possession