

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Axium International, Inc.		02/07/2008	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Ax Acquisition, Inc.		
Street Address:	2835 North Naomi Street		
City:	Burbank		
State/Country:	CALIFORNIA		
Postal Code:	91504		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2890949	RIGHTSMAX	
Registration Number:	2892806	TELEMAX	
Registration Number:	2894684	VISUALMAX	
CORRESPONDENCE DATA			
Fax Number:	(626)792-9304		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	6266381764		
Email:	nconnon@connonwood.com		
Correspondent Name:	Nicholas P. Connon		
Address Line 1:	35 East Union Street		
Address Line 2:	Suite C		
Address Line 4:	Pasadena, CALIFORNIA 91103		
NAME OF SUBMITTER:	Nicholas P. Connon		
Signature:	/Nicholas P. Connon/		

OP \$90.00 2890949

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**TRADEMARK
 REEL: 004497 FRAME: 0047**

Date:

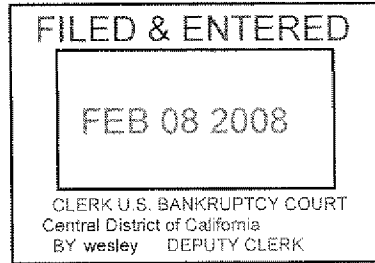
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Total Attachments: 23

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1 Victor A. Sahn (CA Bar No. [REDACTED])
Daniel A. Lev (CA Bar No. [REDACTED])
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A Professional Corporation
3 333 South Hope Street, Thirty-Fifth Floor
Los Angeles, California 90071-1406
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Facsimile: 213.629.4520

5 (Proposed) Attorneys for Howard M. Ehrenberg,
6 Chapter 7 Trustee



7
8 **UNITED STATES BANKRUPTCY COURT**
9 **CENTRAL DISTRICT OF CALIFORNIA, LOS ANGELES DIVISION**

10
11 In re
12 Axiom International, Inc.,
13 Debtor.

Case No. 2:08-bk-10277-BB

Chapter 7

Jointly Administered with the following
identified Cases

**ORDER, AFTER HEARING, APPROVING
CHAPTER 7 TRUSTEE'S MOTION FOR
ORDER AUTHORIZING SALE OF
SUBSTANTIALLY ALL ESTATE
ASSETS FREE AND CLEAR OF LIENS,
CLAIMS AND ENCUMBRANCES AND
INTERESTS**

DATE: January 31, 2008
TIME: 2:00 p.m.
PLACE: Courtroom "1475"
255 East Temple Street
Los Angeles, California

22 Affects All Debtors

23 Affects Diversity MSP, Inc.,

2:08-bk-10376-BB

24 Affects AV Centurion Film, Inc.,

2:08-bk-10294-BB

25 Affects AV Global, Inc.,

2:08-bk-10327-BB

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2			
3	<input checked="" type="checkbox"/>	Affects Avalon Production Accounting, Inc.,	2:08-bk-10304-BB
4			
5	<input checked="" type="checkbox"/>	Affects Avalon Visual Corp.,	2:08-bk-10312-BB
6			
7	<input checked="" type="checkbox"/>	Affects Avalon Worldwide, Inc.,	2:08-bk-10340-BB
8	<input checked="" type="checkbox"/>	Affects Avalon Film Services, Inc.,	2:08-bk-10297-BB
9			
10	<input checked="" type="checkbox"/>	Affects Avalon Hollywood Services, Inc.,	2:08-bk-10329-BB
11			
12	<input checked="" type="checkbox"/>	Affects AX Centurion Film, Inc.,	2:08-bk-10319-BB
13	<input checked="" type="checkbox"/>	Affects AX Global, Inc.,	2:08-bk-10326-BB
14			
15	<input checked="" type="checkbox"/>	Affects Axi Cash, Inc.,	2:08-bk-10332-BB
16	<input checked="" type="checkbox"/>	Affects Axico, Inc.,	2:08-bk-10336-BB
17			
18	<input checked="" type="checkbox"/>	Affects Axium ATB, Inc.,	2:08-bk-10314-BB
19	<input checked="" type="checkbox"/>	Affects Axium Bond Corp.,	2:08-bk-10317-BB
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22	<input checked="" type="checkbox"/>	Affects Axium Entertainment, Inc.,	2:08-bk-10291-BB
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24	<input checked="" type="checkbox"/>	Affects Axium Film Corp.,	2:08-bk-10338-BB
25	<input checked="" type="checkbox"/>	Affects Axium Holdings, Inc.,	2:08-bk-10280-BB
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27	<input checked="" type="checkbox"/>	Affects Axium Hollywood Services, Inc.,	2:08-bk-10305-BB
28			

1	<input checked="" type="checkbox"/>	Affects Axium Payroll Group, Inc.,	2:08-bk-10335-BB
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5	<input checked="" type="checkbox"/>	Affects Axium SC, LLC,	2:08-bk-10285-BB
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7	<input checked="" type="checkbox"/>	Affects Axium Visual Corp.,	2:08-bk-10320-BB
8	<input checked="" type="checkbox"/>	Affects Axium Worldwide, Inc.,	2:08-bk-10306-BB
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10	<input checked="" type="checkbox"/>	Affects Centurion Cinema, Inc.,	2:08-bk-10311-BB
11	<input type="checkbox"/>	Affects Diversity Internal, Inc.,	2:08-bk-10372-BB
12			
13	<input checked="" type="checkbox"/>	Affects ECG Minn RE, LLC,	2:08-bk-10316-BB
14	<input checked="" type="checkbox"/>	Affects Global Enterprises, Inc.,	2:08-bk-10301-BB
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16	<input checked="" type="checkbox"/>	Affects Global Music, Inc.,	2:08-bk-10298-BB
17	<input checked="" type="checkbox"/>	Affects Global Worksource, Inc.,	2:08-bk-10341-BB
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19	<input checked="" type="checkbox"/>	Affects PAV Film Services, Inc.,	2:08-bk-10331-BB
20	<input checked="" type="checkbox"/>	Affects Talent VMS, Inc.,	2:08-bk-10325-BB
21			
22	<input checked="" type="checkbox"/>	Affects Pax Film Services, Inc.,	2:08-bk-10290-BB
23	<input type="checkbox"/>	Affects Ensemble Chimes Servicing, Inc.	2:08-bk-10373-BB
24			
25	<input type="checkbox"/>	Affects Ensemble Chimes Global Puerto Rico, Ltd.	2:08-bk-10375-BB
26			
27			
28			

1 AT LOS ANGELES, CALIFORNIA, IN THIS JUDICIAL DISTRICT ON THIS 8TH DAY
2 OF FEBRUARY, 2008.

3 The Court has considered the "Chapter 7 Trustee's Motion for Order Authorizing
4 the Sale of Substantially All Estate Assets Free and Clear of Liens, Claims and
5 Encumbrances and Interests and Assumption and Assignment of Unexpired Leases of
6 Non-Residential Real Property and Executory Contracts Designated by Buyer;
7 Memorandum of Points and Authorities; Declaration of Howard M. Ehrenberg in Support
8 Thereof" (collectively, the "Motion"), filed by Howard M. Ehrenberg, the duly appointed
9 Chapter 7 Trustee in these cases (the "Trustee") for the above-captioned debtors
10 (collectively, the "Debtors"), seeking, among other things, authority to sell substantially all
11 of the assets of Axium Debtors, Axium International, Inc., Axium Entertainment, Inc. and
12 related entities ("Axium Debtors") free and clear of all liens, claims, encumbrances and
13 other interests, to the highest bidder. Appearing for the Trustee, the moving party, was
14 Howard M. Ehrenberg. Also appearing was Victor A. Sahn and Daniel Lev of Sulmeyer
15 Kupetz, the Trustee's proposed counsel. Also appearing was Michael Lurey of Latham &
16 Watkins, counsel for GoldenTree Capital Solutions Fund Financing, GoldenTree Capital
17 Opportunities, L.P., GoldenTree 2004 Trust, GoldenTree Capital Solutions Offshore Fund
18 Financing, GoldenTree Credit Opportunities Financing I, Ltd., GoldenTree Master Fund
19 Ltd., GoldenTree Master Fund II Ltd., and Canpartners Investment IV, LLC (collectively,
20 "GoldenTree"), the secured lender to the Debtors. Appearing on behalf of AX Acquisition,
21 Inc., a Delaware Corporation (the "Purchaser"), the successful bidder for the assets, was
22 John Lapinski and Leslie Horowitz of Clark & Trevithick. Other appearances were as
23 reflected on the record of the hearing on the Motion and the hearing on the form of this
24 Order conducted on January 31, 2008 and February 6, 2008, respectively (jointly,
25 the "Hearing").

26 After consideration of the Motion, objections filed or stated on the record of the
27 Hearing with respect to the Motion and the relief granted herein (collectively,
28 the "Objections") and the results of the auction conducted with respect to the assets of

1 the Axiom Debtors, and after consideration of the statements and arguments of counsel
2 and the evidence presented at the Hearing, the Court hereby finds that:

3 A. This Court has jurisdiction to hear and determine the Motion and to
4 grant the relief set forth herein, pursuant to 28 U.S.C. §§ 157 and 1334.

5 B. Venue of these cases in this district is proper pursuant to 28 U.S.C.
6 §§ 1408 and 1409(a).

7 C. Determination of this Motion is a core proceeding under 28 U.S.C.
8 §§ 157(b)(2)(A) and (M) and (N).

9 D. The relief granted herein is permitted pursuant to Sections 105(a),
10 363 and 365 of title 11 of the United States Code (the "Bankruptcy Code") and Rules
11 2002, 6004 and 6006 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy
12 Rules").

13 E. As evidenced by the declarations of service and publication
14 previously filed with the Court, proper, timely, adequate and sufficient notice of the Motion
15 and the relief granted herein has been provided in accordance with Sections 102(1) and
16 363 of the Bankruptcy Code and Bankruptcy Rules 2002, 6004 and 6006 and no other or
17 further notice of the Motion or the relief granted herein is required.

18 F. The Court, having conducted a hearing on January 24, 2008,
19 entered an order dated January 30, 2008 (the "Sale Procedures Order"), pursuant to
20 which the Court, inter alia:

21 1. Approved the bidding procedures specified therein (the "Sale
22 Procedures") for the sale of certain of the assets of the Axiom Debtors;

23 2. Established deadlines by which parties may object to the
24 proposed sale.

25 3. Authorized and scheduled an auction to sell the property
26 covered within the Motion, free and clear of liens, claims, encumbrances and other
27 interests.

28 4. Established the date and time for the Hearing on the Motion.

1 5. Approved a break-up fee (the "Breakup Fee") and certain
2 expense reimbursement (the "Expense Reimbursement") in favor of Max Services, LLC
3 ("Max Services"), the proposed "stalking horse" purchaser, as set forth in the Sale
4 Procedures Order.

5 G. The Trustee received five competing bids for the assets that are the
6 subject of the sale proposed by the Motion from the Purchaser.

7 H. Consistent with the Sale Procedures Order, an auction was
8 conducted in Court by the Trustee on January 31, 2008 at 2:00 p.m., Pacific Time (the
9 "Auction").

10 I. The Trustee designated the Purchaser to be the Successful Bidder
11 at the close of the Auction. The Purchaser's winning bid is set forth in the Purchase
12 Agreement filed with the Court on February 7, 2008 as part of docket no. 321
13 (the "Purchase Agreement"). The Purchase Price for the Assets (as defined in the
14 Purchase Agreement) is \$ [REDACTED] provided, however, that \$ [REDACTED] of the Purchase
15 Price (the "Escrow Amount"), comprising the aggregate amount of the Breakup Fee and
16 the maximum Expense Reimbursement, will be placed in a segregated account pending
17 further determination of the Court, as necessary. Capitalized terms not otherwise defined
18 herein have the meanings given to them in the Purchase Agreement.¹

19 J. The Sale Procedures established by the Sale Procedures Order, the
20 Auction and the Hearing afforded a full, fair and reasonable opportunity for any person or
21 entity to make a higher and better offer to purchase the Assets (as defined in the
22 Purchase Agreement). The Auction was conducted in a non-collusive, fair and good faith
23 manner, and a reasonable opportunity has been given to any interested party to make a
24 higher and better offer for the Assets. At the conclusion of the Auction, the Purchaser's
25

26 ¹ Under the Purchase Agreement, the Purchaser may assign its rights and
27 obligations under the Purchase Agreement to any direct or indirect wholly owned
28 subsidiary. As such, the term "Purchaser," as used herein, includes any such assignee.

1 offer contained in the Purchase Agreement constituted the highest and best offer for the
2 Assets and represents fair value for the Assets. The Trustee advertised the Assets for
3 sale in publications of general circulation and otherwise actively marketed the Assets for
4 purchase by third parties. Additionally, the Assets were marketed prior to the filing of
5 Debtors' bankruptcy petitions by Chanin & Company.

6 K. A reasonable opportunity to object or be heard with respect to the
7 Motion and the relief granted herein has been afforded to all interested persons and
8 entities, including: (i) the Office of the United States Trustee; (ii) GoldenTree; (iii) the
9 Purchaser and its counsel; (iv) Max Services and his counsel; (v) all other potential
10 buyers and their counsel; (vi) all entities known to have asserted any potential lien, claim,
11 encumbrance, right of refusal or other interest in the property to be sold under the
12 Purchase Agreement; (vii) all counterparties to agreements to be assigned or assumed
13 and assigned under the Purchase Agreement; (viii) all federal, state and local regulatory
14 or taxing authorities or recording offices that have a reasonable known interest in the
15 relief requested by the Motion and granted herein; (ix) the Internal Revenue Service; and
16 (x) all other parties entitled to notice under Bankruptcy Rule 2002.

17 L. The transfers of the Assets contemplated by the Purchase
18 Agreement shall be valid, legal and effective transfers to the Purchaser, free and clear of
19 all liens, claims, rights of first refusal, encumbrances and interests of any kind or nature
20 whatsoever (collectively, "Interests") under Sections 105(a) and 363(f) of the Bankruptcy
21 Code except as provided in this Order and, provided further, that the sale is not free and
22 clear of Union Entity interest as specified herein, provided that the transfer of the Assets
23 will be subject to the rights of any licensee of intellectual property under an executory
24 license agreement with the Axiom Debtors: (1) prior to the rejection of the underlying
25 license agreement, to continue to use or exercise rights in the licensed intellectual
26 property on the terms and conditions, and subject to the limitations, of such license
27 agreement and (2) after the rejection of the underlying license agreement, to continue to
28 use or exercise rights in the licensed intellectual property to the extent permitted by, and

1 on the terms and conditions and subject to the limitations in, Section 365(n) of the
2 Bankruptcy Code (collectively, "Licensee Rights").

3 M. The Trustee may sell the Assets free and clear of all Interests in
4 such Assets under Sections 363(f) of the Bankruptcy Code because, in each case, one or
5 more of the standards set forth in Subsections 363(f)(1)-(5) of the Bankruptcy Code have
6 been satisfied. Any holder of an Interest who did not object or who withdrew its objection
7 is deemed to have consented pursuant to Section 363(f)(2) of the Bankruptcy Code.
8 Those holders of Interests who did object or whose objections have been overruled or
9 are overruled fall within one or more of the other subsections of Section 363(f) of the
10 Bankruptcy Code and are adequately protected by having their Interests, if any, attach to
11 the cash proceeds of the sale ultimately attributable to the property against or in which
12 they claim an Interest, with the same extent, validity and priority as existed prior to the
13 sale. Notwithstanding the foregoing, the sale of the Assets will not limit, expand or
14 otherwise affect any party's Licensee Rights.

15 N. The Trustee has demonstrated that the approval of the Motion, the
16 Purchase Agreement and the transactions contemplated thereby (collectively, the "Sale
17 Transaction") is in the best interests of the Axium Debtors, their estates and their
18 creditors. The Trustee has advanced good and sufficient business justification
19 supporting the sale of the Assets to the Purchaser pursuant to Section 363(b) of the
20 Bankruptcy Code, as set forth in the Motion and at the Hearing, and it is a reasonable
21 exercise of the Trustee's business judgment to enter into the Purchase Agreement, and
22 to execute, deliver and perform all obligations provided for thereunder.

23 O. The Trustee is the duly appointed Chapter 7 trustee for the Axium
24 Debtors and has all requisite power and authority to hold, sell and transfer title to the
25 Assets. As such, the Trustee has the full power and authority to execute and deliver the
26 Purchase Agreement, and documents contemplated thereby and to perform the Sale
27 Transaction contemplated thereby. No consents or approvals, other than those expressly
28

1 provided for in the Purchase Agreement, are required for the Trustee to consummate the
2 Sale Transaction.

3 P. The consideration to be paid by the Purchaser under the Purchase
4 Agreement constitutes adequate and fair value for the Assets, and the Purchase
5 Agreement and the terms and conditions of the Purchase Agreement are fair and
6 reasonable under the Bankruptcy Code and under the laws of the United States for any
7 state, territory or possession of the United States or the District of Columbia.

8 Q. The transfer of the Assets covered by the Purchase Agreement will
9 be a legal, valid and effective transfer of this property.

10 R. The Purchase Agreement was negotiated, proposed and entered
11 into in a non-collusive, good faith, "arm's length" manner by the Trustee and the
12 Purchaser and constitutes the highest and best offer for the Assets received by the
13 Trustee after a period in which third parties had ample opportunity to seek information
14 and enter into discussions or negotiations with the Trustee concerning a sale of the
15 Assets. The Purchaser is a good faith purchaser pursuant to Section 363(m) of the
16 Bankruptcy Code with respect to the Sale Transaction contemplated by the Purchase
17 Agreement and approved hereby, and, as such, the Purchaser is entitled to all of the
18 protections afforded by Section 363(m) of the Bankruptcy Code. Neither the Trustee nor
19 the Purchaser has engaged in any conduct that would cause or permit the Purchase
20 Agreement and transactions contemplated thereby to be avoided under Section 363(n) of
21 the Bankruptcy Code.

22 S. The Successful Bidder would not have entered into the Purchase
23 Agreement and would not consummate the transactions contemplated thereby, thus
24 adversely affecting the Trustee and the Axiom Debtors and their estates and creditors if
25 the Sale Transaction under the Purchase Agreement was not consummated free and
26 clear of all Interests as set forth herein.

27 T. The Axiom Debtors and the Trustee do not have an interest in the
28 Purchaser or any party affiliated with the Purchaser.

1 U. The Purchaser is not an "insider" of the Axiom Debtors or any party
2 affiliated with the Axiom Debtors, as that term is defined in Section 101 of the Bankruptcy
3 Code.

4 V. No written records, correspondence, computer hardware, software,
5 emails, electronic records or data shall be delivered by the Trustee to the Purchaser until
6 the Trustee shall have had a reasonable opportunity himself, or by way of his designees,
7 consultants or agents, to examine, retrieve, extract, download and copy any and all email
8 communications, correspondence, and financial books, records, and information
9 concerning the Debtors' pre-petition activities, agreements with customers ("Service
10 Contracts") and other parties and the activities and communications of the Debtors', its
11 officers, managing employees, or restructuring agent, or any communications between
12 the Debtors and GTAM and GTAM Special Realty, LLC

13 1. Purchaser is prohibited, for a period of 180 days after closing,
14 from disposing of any computer hardware (if any), records or files, or of deleting or
15 overwriting any software or data acquired from the Debtors' bankruptcy estates, or
16 retrieved or repossessed pursuant to any process without first giving written notice to the
17 Trustee and to parties requesting special notice, and receiving prior written consent from
18 the Trustee for doing so; provided, however, during the aforesaid 180-day period,
19 Purchaser shall not be prohibited from transferring or selling any of Purchaser's interest
20 (in whole or in part) in the Debtor's subsidiaries based in Canada and/or the United
21 Kingdom (which Purchaser acquires as part of the Purchased Assets) and, if Purchaser
22 elects to make any such transfer or sale, Purchaser shall not be required to notify Trustee
23 (or any third party) or obtain Trustee's prior written consent.

24 2. Purchaser shall provide to the Trustee and his designees,
25 consultants or agents, during and after normal business hours, upon request and
26 reasonable notice, reasonable cooperation and full access to any and all computer
27 hardware, software or data acquired from the Debtors' bankruptcy estates or retrieved or
28 repossessed pursuant to this Order. Purchaser shall maintain an inventory identifying

1 each item of hardware received from the Debtors' bankruptcy estate or retrieved or
2 repossessed pursuant to this Order, and its current location, so that the Trustee, and his
3 designees, consultants or agents, can readily find and access any specific computer
4 hardware. Subject to maintaining confidentiality of Confidential Information,² the Trustee
5 and Purchaser shall permit any party in interest including Axiom Customers concerning
6 information pertaining to each Axiom Customer's respective Service Contracts, and each
7 Union Entity concerning information pertaining to its respective and applicable collective
8 bargaining agreements, to review the foregoing data and materials at their own expense
9 on reasonable notice, subject to the confidentiality provisions of the applicable Service
10 Contracts or collective bargaining agreements, this Order and the Purchase Agreement.

11 W. Notwithstanding anything contained in this Order, the Sale shall not
12 be free and clear of any distribution rights, shall not be free and clear of any applicable
13 obligations to pay residuals which arise from and after the closing date.

14 X. The sale of the Assets and other transactions contemplated by the
15 Purchase Agreement must be approved and consummated promptly to preserve and
16 maximize the value of the Assets.

17 **NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS**
18 **FOLLOWS:**

19 1. The Motion is granted and approved as set forth herein, and the
20 Purchase Agreement, and all of the terms and conditions thereof, is hereby approved in
21 its entirety. The failure to specifically include any provisions of the Purchaser Agreement
22 in this Order shall not impair the effectiveness of any such provisions.

23 _____
24 ² "Confidential Information" is defined herein for purposes of this Order shall mean
25 all information regarding employees either working for the Debtor or for any customer of
26 the Debtors. This includes their names, social security numbers, address, phone and
27 other contact or location information and all other information regarding employees which
28 is subject to protection from disclosure under applicable law. Confidential Information
shall also include all information concerning third party license and distribution
agreements and Service Contracts.

1 2. All Objections not withdrawn or addressed or otherwise reconciled by
2 this Order are hereby overruled and denied. These include the objections of [REDACTED]
3 [REDACTED]
4 [REDACTED]
5 [REDACTED]
6 [REDACTED]
7 [REDACTED]
8 [REDACTED]
9 [REDACTED]
10 [REDACTED]
11 [REDACTED]
12 [REDACTED]

13 [REDACTED]. The objections of [REDACTED] are
14 overruled as they were late-filed and therefore filed in violation of applicable Local Rules
15 and are also overruled on their merits. Further, the request to continue the hearing on
16 the Motion filed by [REDACTED] is denied. The request for continuance by [REDACTED]
17 [REDACTED] is denied.

18 3. When appropriate herein, findings of fact shall be deemed
19 conclusions of law, and conclusions of law shall be deemed findings of fact.

20 4. Each and every term and provision of this Order shall be binding in
21 all respects upon the Purchaser, the Axiom Debtors and their affiliated Debtors and their
22 bankruptcy estates, any successors of the Axiom Debtors, the Trustee, all creditors, any
23 individuals or entities holding an interest in the Axiom Debtors, including, without
24 limitation, any party holding any interest in any the Assets to be transferred to the
25 Purchaser pursuant to the Purchase Agreement.

26 5. The Trustee and each other person or entity having duties or
27 responsibilities under the Purchase Agreement or this Order, and each of their respective
28 members, managers, directors, officers, agents, representatives and attorneys, are

1 authorized, empowered and directed to (a) carry out all of the provisions of the Purchase
2 Agreement; (b) issue, execute, deliver, file and record, as appropriate, the Purchase
3 Agreement and any related agreements; and (c) take any and all actions contemplated
4 by the Purchase Agreement. This Order is necessary to carry out the purposes of the
5 Purchase Agreement, and the parties are authorized to issue, execute, deliver, file and
6 record as appropriate such other contracts, instruments, releases, deeds, bills of sale,
7 assignments or other agreements and to perform such other acts as are consistent with,
8 and necessary or appropriate to, implement, effectuate and consummate the Purchase
9 Agreement or this Order and the transactions contemplated hereby, all without further
10 application to, or order of, the Court and, in each case, with like effect as if such actions
11 had been taken by unanimous action of such party's members, managers, directors and
12 stockholders. Without limiting the generality of the foregoing, this Order shall constitute
13 all approvals and consents, if any, required by applicable business, corporation, limited
14 liability company, trust and other laws of applicable governmental units with respect to
15 the implementation and consummation of the Purchase Agreement and this Order and
16 the transactions contemplated thereby.

17 6. Upon the Closing Date, all right, title and interest in the Assets to be
18 transferred under the Purchase Agreement shall be immediately vested in the Purchaser
19 pursuant to Sections 363(b) and (f) of the Bankruptcy Code, free and clear of any and all
20 interests whatsoever other than as specifically provided in this Order. All entities that are
21 in possession of some or all of the Assets on the Closing Date are hereby directed to
22 surrender possession of the Assets to the Purchaser at Closing. Notwithstanding the
23 foregoing, the Intellectual Property transferred as part of the Assets will remain subject to
24 any Licensee Rights of any third party licensees. In addition, for the avoidance of doubt,
25 any of the Trustee's rights to receive royalty payments (or other consideration, if any)
26 from third parties exercising Licensee Rights shall be part of the Assets and shall be
27 transferred and conveyed to the Purchaser. Without limiting the terms of the Purchase
28 Agreement, the following items are the Excluded Assets that will not be sold to the

1 Purchaser under the Purchase Agreement: (i) Axium's cash and cash equivalents,
2 including all cash balances on deposit in Axium's bank accounts, excepting any warranty
3 claims relating to the Purchased Assets and excepting any claims deposits and
4 prepayments to the extent such deposits and prepayments are related to the Purchased
5 Assets; (ii) Axium's right to any available income tax refunds, (iii) any of Axium's
6 insurance policies or rights to collect thereunder, (iv) any cause of action Axium may
7 have under Section 544 et. Seq. of the United States Bankruptcy Code; (v) subject to
8 paragraphs 2.1 and 2.3 of the Purchase Agreement, any cause of action Axium may
9 have against Axium's former auditors, lenders, accountants, attorneys or others, and (vi)
10 any confidential or proprietary information belonging or pertaining to any third party
11 (including, without limitation, client accounting data, employee records, personnel files, all
12 information concerning third party license and distribution agreements or other similar
13 information pertaining to such third parties which is currently retained by Debtor in
14 connection with Debtor's business) (the "Excluded TP Information").

15 7. Notwithstanding anything herein or in the Purchase Agreement, the
16 Purchased Assets shall not include, and expressly exclude, any assets relating to the
17 Ensemble Chimes Global business (collectively, the "ECG Assets"), all of which are
18 subject to the separate sale (the "ECG Sale") to MPS Group, Inc. (or its assignee) (the
19 "ECG Purchaser") and approved by an Order of this Court on January 31, 2008 (Docket
20 No. 232) (the "ECG Sale Order"). It is further ordered that the ECG Assets sold pursuant
21 to the ECG Sale to the ECG Purchaser, shall not include any assets relating to the Axium
22 business, which are the subject to this Order. The Purchaser and the ECG Purchaser
23 shall cooperate in good faith to ensure that (a) any ECG Assets that may be in the
24 Purchaser's possession after Closing shall be transferred to the ECG Purchaser
25 consistent with the ECG Sale Order and (b) any of the Purchased Assets that may be in
26 the ECG Purchaser's possession after the closing of the ECG Sale shall be transferred to
27 the Purchaser consistent with the terms of this Order. For the avoidance of doubt, (a) the
28 stock of non-debtor subsidiaries included as part of the Purchased Assets shall not

1 include any stock in non-debtor entities operated as part of the Ensemble Chimes Global
2 business and (b) the stock of non-debtor subsidiaries included as part of the ECG Assets
3 shall not include any stock in non-debtor entities operated as part of the Axiom business.

4 8. Notwithstanding anything contained herein to the contrary, this Order
5 is and shall be effective as a determination that the interests of Union Entities in any
6 motion picture, television program, television commercial or industrial film ("Visual
7 Properties") produced subject to a collective bargaining agreement governing the terms
8 and conditions of employment with respect to production of such product ("Union Entity
9 Product") are not prejudiced as follows:

10 (a) To the extent that Purchaser acquires any ownership or other
11 rights in any Union Entity Product as a consequence of its purchase of assets of the
12 Debtor, Purchaser shall acquire free and clear of pre-Sale obligations and have no
13 responsibility to Union Entities with respect to income attributable to the exploitation of
14 such visual properties attributable to license or distribution agreements applicable to such
15 visual properties that existed prior to the sale of Debtors' assets (except for post-Sale
16 collections, if any, on pre-Sale licenses), but Purchaser will execute union assumption
17 agreements limited to applicable post-Sale obligations with respect to its exploitation of
18 Union Entity Product, provided that such obligations shall not be broader in scope nor for
19 time periods exceeding the duration of the rights acquired by Purchaser.

20 (b) The Sale shall neither terminate nor limit existing rights of the
21 Debtors or Union Entities to obtain standard-form union assumption agreements,
22 effective as of project inception, from Debtors' customer producer/employers or other
23 parties in interest, as applicable, pursuant to Union Entity or Debtor agreements with
24 respect to Union Entity Product for which Debtors provided payroll services to such
25 customer producer/employers, and the Trustee shall provide reasonable cooperation in
26 obtaining such Union Entity Assumption Agreements.

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1 (c) To the extent not otherwise resolved through a Union Entity
2 Assumption Agreement, any Union Entity interest in or against the Purchased Assets will
3 attach as otherwise provided in this Order.

4 9. Effective upon the Closing Date, any Interest in or against the Assets
5 shall attach solely to the cash proceeds of the Purchase Agreement (including the
6 deposit received from the Purchaser and the consideration constituting the Purchase
7 Price, but excluding the Escrow Amount) with the same extent, validity, priority and effect,
8 if any, formerly held against the Assets, subject to the Trustee's ability to challenge the
9 extent, validity, priority and effect of all Interests therein; provided, however, that such
10 rights of the Trustee are subject to the terms and conditions of the Stipulation between
11 the Trustee and GoldenTree in respect of the division of the proceeds of sale of the
12 Assets covered by this Order and the subsequent sale of the assets of the other Debtors.

13 10. This Order is and shall be effective as a determination that, upon
14 Closing, all Interests existing as to the Assets conveyed to the Purchaser (excluding only
15 valid Licensee Rights with respect to Intellectual Property) have been and hereby are
16 terminated and declared to be unconditionally released, discharged and terminated (other
17 than as specifically provided in this Order), and such determination shall be binding upon
18 and govern the acts of all entities, including all filing agents; filing officers; administrative
19 agencies or units; governmental departments or units; taxing authorities; secretaries of
20 state; federal, state and local officials; and all other persons and entities who may be
21 required by operation of law, the duties of their office or contract to accept, file, register or
22 otherwise record or release any documents or instruments, or who may be required to
23 report with respect to or insure any title or state of title in or to the Assets conveyed to the
24 Purchaser. The Purchaser and the Trustee shall take such further steps and execute
25 such further documents, assignments, instruments and papers as shall be reasonably
26 requested by the other to implement and effectuate the transactions contemplated in this
27 paragraph. Other than valid Licensee Rights with respect to Intellectual Property, all
28 Interests of record as of the date of the Closing shall be forthwith removed and stricken

1 as against the Assets covered by the Purchase Agreement at such time or times
2 assigned or transferred to the Purchaser.

3 11. The Purchaser shall not be liable for any claims against the Debtors,
4 their successors, predecessors or affiliates, whether known or unknown as of the Closing
5 Date with respect to the Assets to be sold under the Purchase Agreement, now or at any
6 such time existing or hereafter or thereafter arising, whether fixed or contingent with
7 respect to the Debtors. The Purchaser is not and shall not be determined to be a
8 successor to the Trustee or the Debtors or any of their affiliates, and the Purchaser shall
9 have no successor liability or vicarious liability of any kind or character whatsoever with
10 respect to the Assets or the Sale Transaction.

11 12. Except with respect to the Assumed Liabilities and the exercise of
12 any valid Licensee Rights, all persons holding Interests against or in the Debtors or the
13 Assets of any kind or nature whatsoever (including, but not limited to, the Debtors and
14 their affiliates and bankruptcy estates; the Trustee; GoldenTree; other creditors; contract
15 counterparties; employees and former employees; shareholders; administrative agencies;
16 governmental units; taxing authorities; secretaries of state; federal, state and local
17 officials; and each of their respective successors or assigns) shall be, and hereby are,
18 forever barred, estopped and permanently enjoined from asserting, prosecuting or
19 otherwise pursuing such Interests of any kind or nature whatsoever against the
20 Purchaser or its affiliates or their respective properties, successors, employees, agents
21 and assigns or the Assets, as an alleged successor or otherwise, with respect to any
22 Interest of any kind or nature whatsoever that such person or entity had, has or may have
23 against or in the Debtors or any of their respective bankruptcy estates, officers, directors
24 or shareholders, or the Assets. Any creditors with any Interest in the Assets to be sold
25 under the Purchase Agreement are authorized and directed to execute any and all
26 documents as are necessary to release their liens or other Interests that presently attach
27 to the Assets to be sold under the Purchase Agreement.

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1 13. The transactions between the Trustee and the Purchaser have been
2 conducted in good faith, and the transactions bargained for under the Purchase
3 Agreement have been bargained for and undertaken by the Trustee and the Purchaser,
4 as the case may be, at arm's length and without collusion. The Sale Transaction and
5 related matters approved by this Order are not subject to avoidance pursuant to
6 Section 363(n) of the Bankruptcy Code.

7 14. The terms and provisions of this Order and the Purchase Agreement
8 shall be binding upon and inure to the benefit of the Axiom Debtors, their bankruptcy
9 estates and creditors and their respective affiliates, successors and assigns, and any
10 affected third parties, including, but not limited to, any and all persons asserting a claim
11 against or interest in the Debtors' estates or any of the Assets covered by the Purchase
12 Agreement.

13 15. In the event of a conflict between the terms of this Order and the
14 Purchase Agreement, the terms of this Order shall govern.

15 16. The Purchase Agreement, with the consent of the Purchaser,
16 the Trustee and GoldenTree, may be modified, amended or supplemented by the parties
17 thereto, in a writing signed by the parties in accordance with the terms thereof, without
18 further order of the Court, provided that such modification, amendment or supplement is
19 not materially adverse to the Debtors or the Trustee, and provided further that any
20 modification which may impact any third party rights will be on notice to any such party
21 with an opportunity to be heard. The Trustee is authorized to execute any additional
22 documents reasonably necessary to consummate the Sale Transaction set forth in the
23 Purchase Agreement.

24 17. Each and every federal, state and local governmental agency or
25 department shall be, and it hereby is, directed to accept any and all documents and
26 instruments necessary and appropriate to consummate the transactions contemplated by
27 the Purchase Agreement.

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1 18. The Purchaser is a good faith purchaser within the meaning of
2 Section 363(m) of the Bankruptcy Code and, as such, in the event that the Closing of the
3 sale under the Purchase Agreement occurs while an appeal of this Order is pending, the
4 Purchaser shall be entitled to rely upon the protections of Section 363(m) of the
5 Bankruptcy Code, absent any stay pending appeal granted by a court of competent
6 jurisdiction prior to such consummation.

7 19. The Purchaser shall have through and including February 11, 2008
8 to designate additional executory contracts and unexpired leases to be assumed by the
9 Trustee and assigned to the Purchaser (collectively, the "Additional Assigned
10 Agreements"). No later than February 11, 2008, the Trustee will file a motion, on notice,
11 to assume and assign to the Purchaser, pursuant to Section 365 of the Bankruptcy Code,
12 any Additional Assigned Agreements, with all cure obligations to be paid by the
13 Purchaser. Responses to any such motion shall be filed, with a copy to Chambers, no
14 later than February 15, 2008 at 12:00 p.m., Pacific Time, with a hearing to be conducted
15 on February 20, 2008 at 2:00 p.m., Pacific Time.

16 20. Except for the Additional Assigned Agreements, no other executory
17 contracts or unexpired leases of the Axiom Debtors are being assumed and assigned by
18 this Order or in connection with the Sale Transaction. Notwithstanding the foregoing, for
19 the avoidance of doubt, (a) all non-executory Noncompete Agreements shall be assigned
20 to the Purchaser as part of the Assets; and (b) to the extent that the Noncompete
21 Agreements are, or are contained in, executory contracts that are not assumed as
22 Additional Assigned Agreements, the Trustee shall transfer to the Purchaser as part of
23 the Assets any and all rights (if any) to enforce such Noncompete Agreements
24 notwithstanding the rejection of the underlying contract. By this Order, the Court is not
25 adjudicating the nature, validity or enforceability of the Noncompete Agreements, the
26 impact of the assignment of any such nonexecutory agreements or the ability to assume
27 and assign any such executory agreements, and the parties reserve all of their respective
28 rights with respect thereto.

1 21. By February 11, 2008, the Trustee shall file a motion to reject,
2 effective as of the Closing Date, all Service Contracts not identified as Additional
3 Assigned Agreements. Responses to any such motion shall be filed, with a copy to
4 Chambers, no later than February 15, 2008 at 12:00 p.m., Pacific Time, with a hearing to
5 be conducted on February 20, 2008 at 2:00 p.m., Pacific Time. Upon rejection of any
6 such Service Contracts, the Purchaser or Max Services shall return to the nondebtor
7 counterparty to the applicable Service Contract or destroy Confidential information in its
8 possession in connection with the applicable Service Contracts, and shall not use such
9 confidential information for any other purpose, unless the Purchaser and the nondebtor
10 counterparty enter into a new agreement. At all times prior to the rejection or assumption
11 of a Service Contract, the Purchaser shall not use the nondebtor counterparty's
12 confidential information except as permitted and consistent with its rights and obligations
13 under this Order. Likewise, upon the rejection of any Service Contract, the nondebtor
14 counterparty to such Service Contract shall return to the Trustee or destroy any
15 confidential information of the Axium Debtors in its possession pursuant to such
16 agreement. For the avoidance of doubt, the Purchaser may enter into and implement
17 new agreements with customers and Vendors, effective as of the Closing Date, even if
18 the existing Service Contracts with those parties remain subject to a pending motion to
19 reject or otherwise have not yet been rejected.

20 (a) With further regard to Confidential Information, the Court
21 makes the following additional orders:

22 (i) Any confidential information or proprietary information
23 of the Axium business belonging or pertaining to any third party (including, without
24 limitation, client accounting data, employee records, personnel files, all information
25 concerning third party license and distribution agreements, or other similar information
26 pertaining to such third parties which is currently retained by Debtor in connection
27 Debtor's business) (the "Excluded TP Information") shall be dealt with as follows: It is
28 expressly understood and acknowledged by Trustee that Trustee shall take all steps

1 necessary to retrieve the Excluded TP Information and make it available for such third
2 parties (or coordinate with the third parties to retrieve such information) prior to the
3 transfer of the Purchased Assets to Purchaser. In furtherance of the preceding sentence,
4 if so requested by Trustee, Purchaser agrees to provide to Trustee, at no additional cost,
5 reasonable administrative support to assist Trustee in organizing and categorizing the
6 Excluded TP Information to facilitate an orderly transfer of such information to Trustee (or
7 other parties as may be directed by Trustee); provided, however, Purchaser shall not be
8 obligated to provide such support for a period in excess of 60 days following the Closing.
9 As further protection, the Trustee shall require the Purchaser to execute a confidentiality
10 agreement in the event that Confidential Information comes inadvertently into their
11 possession upon the closing of the Sale. In the event Trustee is unable to transfer the
12 Excluded TP Information to the applicable third parties prior to the Closing, Trustee shall
13 ensure that such information is made available to such third parties until these Chapter 7
14 cases are closed.

15 (ii) Notwithstanding the foregoing, as to Confidential
16 Information of the Axium business provided for under this Order:

17 (1) The Trustee shall file a declaration on February
18 8, 2008 setting forth evidence from a qualified declarant that the Confidential Information
19 has been effectively "scrubbed" from the software and servers to be purchased by
20 Purchaser prior to the closing date or, alternatively, that the servers upon which such
21 Confidential Information is stored shall be turned over to the Trustee and the software to
22 be purchased is to be downloaded by Purchaser upon closing (the "Scrubbing
23 Declaration"). As used herein, the term "scrubbing" shall have the generic meaning given
24 to such term in the computing industry including, without limitation, removal of Debtors'
25 financial, personnel and corporate data and the Excluded TP Information prior to the
26 delivery of any servers or other hardware to Purchaser. . In connection with the removal
27 of Confidential Information from the software to be sold hereunder, Purchaser shall grant
28 to the Trustee a limited license which will allow him and his representatives to access the

1 information which cannot be accessed absent utilization of the applicable software sold to
2 Purchaser. For avoidance of doubt, it is understood that the license being granted to the
3 Trustee in the preceding sentence shall be limited to permit the Trustee to solely access
4 the information for purposes of "scrubbing" or the performance of his duties as Trustee
5 and, in connection therewith, no ownership, title or other rights to such license shall be
6 granted to Trustee which shall remain solely with Purchaser.

7 (2) Opposition to the Scrubbing Declaration shall be
8 filed by February 15, 2008 at Noon with copies served upon counsel for the Trustee and
9 Counsel for the Purchaser. Replies to any timely filed opposition shall be filed by
10 February 19, 2008 at Noon. The hearing on the sufficiency of the declaration shall take
11 place on February 20, 2008 at 2:00 p.m. Pacific Time in the above-captioned Court.

12 (iii) The declaration to be filed pursuant to subparagraph ii,
13 above may also include information which indicates that Purchaser has downloaded the
14 software which is the subject of and shall be purchased under the Purchase Agreement
15 and this Order, which shall not include any Confidential Information, or leave the servers
16 that contain the Confidential Information with the Trustee. Alternatively, Purchaser has
17 retained the servers which have been scrubbed and the Confidential Information
18 removed therefrom has been downloaded by Trustee.

19 22. This Court retains jurisdiction to:

20 A. Interpret, implement and enforce the terms and provisions of this
21 Order and the terms of the Purchase Agreement, all amendments thereto and any
22 waivers and consents thereunder and of each of the agreements executed in connection
23 therewith or related thereto;

24 B. Compel delivery of the property covered by the Purchase Agreement
25 to the Purchaser including, granting Purchaser the right to assert any claims or bring a
26 cause of action against any third party who, in Purchaser's judgment, has
27 misappropriated any of the Purchased Assets being acquired by Purchaser or infringed
28 upon any intellectual property included in the Purchased Assets;

1 C. Make the determinations regarding the Escrow Amount as set forth
2 in paragraph 4 above;

3 D. Until the entry of any order closing these bankruptcy cases, resolve
4 any disputes arising under or related to the sale of the Assets covered by the Purchase
5 Agreement to the Purchaser;

6 E. Adjudicate all issues and disputes relating to Licensee Rights; and

7 F. Adjudicate all issues concerning alleged liens and other Interests in
8 and to the Assets to be sold under the Purchase Agreement or the proceeds of the Sale
9 Transaction thereunder, including the extent, validity and nature of all such alleged liens
10 and other Interests relating to the proceeds of sale.

11 23. Nothing herein shall be deemed to grant a release to Purchaser or any
12 other third parties.

13 24. This Order shall be immediately effective upon entry pursuant to
14 Bankruptcy Rules 6004(g) and 6006(d).

15 25. The terms and provisions of the foregoing recitals, findings of fact
16 and conclusions of law are incorporated herein and are enforceable as if they were part
17 of this Order.

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DATED: February 8, 2008

United States Bankruptcy Judge