

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
GFINET, Inc.		07/06/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Blackbird Holdings, Inc.
Street Address:	112 S. TRYON STREET
Internal Address:	Suite 1800
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28284
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	2567789	SYMBOLOGY
Registration Number:	2480991	RISKEQUIVALENTS
Registration Number:	2567791	CREDITPREFERENCES
Registration Number:	2652156	SYMBOLEXPLODE
Registration Number:	2497255	TERMNEGOTIATION
Registration Number:	2643743	
Registration Number:	2643744	BLACKBIRD
Registration Number:	2945421	ECFO
Registration Number:	3555754	BLACKBIRD
Registration Number:	3829293	SKIDMARK

CORRESPONDENCE DATA

Fax Number: (212)728-9673
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

900198974

TRADEMARK
REEL: 004599 FRAME: 0227

CH \$265.00 2567789

Phone: 2127288673
Email: mhungate@willkie.com
Correspondent Name: Meghan M Hungate
Address Line 1: 787 7th Ave
Address Line 2: Willkie Farr & Gallagher
Address Line 4: New York, NEW YORK 10019

ATTORNEY DOCKET NUMBER: 116902/00021/MMH

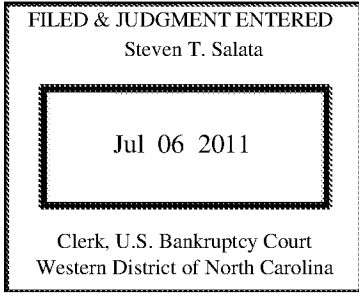
NAME OF SUBMITTER: Meghan M. Hungate

Signature: /Meghan M. Hungate/

Date: 08/05/2011

Total Attachments: 35

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J. Craig Whitley

J. Craig Whitley
United States Bankruptcy Judge

UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF NORTH CAROLINA
Charlotte Division

IN RE:)
) Bankruptcy No. 10-33405
) Chapter 7
BLACKBIRD HOLDINGS, INC.)
)
)
Tax Id. No. XX-XXX5757)
)
)
Debtor.)
_____)

ORDER AUTHORIZING SALE OF ASSETS OF THE DEBTOR FREE AND CLEAR OF LIENS AND INTERESTS WITH LIENS AND INTERESTS TO TRANSFER TO PROCEEDS OF SALE AFTER AUCTION IN OPEN COURT

THIS MATTER came before this Court on the MOTION FOR ENTRY OF ORDER AUTHORIZING TRUSTEE TO SELL ASSETS OF THE DEBTOR FREE AND CLEAR OF LIENS AND INTERESTS WITH LIENS AND INTERESTS TO TRANSFER TO PROCEEDS OF SALE AFTER AUCTION IN OPEN COURT (the "Sale Motion") filed by Wayne Sigmon, Trustee and Attorney for the Trustee (the "Trustee"). The Sale Motion sought (i) Court approval of the sale of assets of the estate of the above-captioned debtor (the "Debtor") and its subsidiaries' and affiliates' entire worldwide patent portfolio (including without limitation all patents, continuation and divisional patents, as well as abandoned patents and patent applications) free and clear of liens, claims, encumbrances and other interests to GFInet, Inc., a

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Delaware corporation (“GFI”), or to such other buyer with the highest and best offer, (ii) approval of the Asset Purchase Agreement, dated June 2, 2011 (the “APA”), by and between the Trustee and GFI relating to the sale and transfer of the Assets, and (iii) a sale and bidding procedure to allow for submission and consideration of other offers for the Assets at an auction held in open court. The Sale Motion further requested that this Court conduct a hearing to consider the relief requested on June 29, 2011 at 9:00 a.m. (the “Auction Hearing”) and in connection therewith supervise and approve of the Trustee conducting an auction for the Assets at the Auction Hearing. At the Auction Hearing, the following parties were present: the Trustee; Linda Simpson, the Bankruptcy Administrator for the Western District of North Carolina (the “BA”); William S. Smoak, Jr. representing GFI; Matthew Cheney and Deborah Crowder representing Glow Designs Limited (“Glow”); James J. Vincequerra and John M. Flynn representing Richard P. Mattione and/or YSM Patents, LLC, a Delaware limited liability company (“YSM”). Notice of the Sale Motion and the Auction Hearing was duly given by the Trustee and served on the following: (i) the BA; (ii) all persons that have asserted liens against any of the Assets; (iii) the taxing authorities of the United States of America, the State of Delaware and the State of North Carolina; (iv) parties that filed a notice of appearance and demand for papers in this Case under Rule 2002 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”); and (v) all other parties required by this Court and/or the Bankruptcy Rules. This Court has jurisdiction to consider the Sale Motion and the relief requested therein in accordance with 28 U.S.C. §§ 157(b)(2) and 1334, and considering the same and the responses and/or objections thereto, such matters being a core proceeding in accordance with 28 U.S.C. § 157(b).

BASED ON THE FOREGOING AND THE RECORD IN THIS CASE, THE SALE MOTION AND ALL OTHER PLEADINGS AND PROCEEDINGS IN THIS CASE, AND EVIDENCE AND TESTIMONY OFFERED AT THE AUCTION HEARING, AND IT APPEARING THAT THE RELIEF REQUESTED IN THE SALE MOTION IS IN THE BEST INTERESTS OF THE DEBTOR, ITS ESTATE, ITS CREDITORS AND ALL OTHER PARTIES IN INTEREST IN THIS CASE, AND AFTER DUE DELIBERATION AND SUFFICIENT CAUSE APPEARING THEREFOR, THIS COURT HEREBY FINDS, DETERMINES AND CONCLUDES AS FOLLOWS:

1. The findings and conclusions set forth herein constitute this Court's findings of fact and conclusions of law pursuant to Bankruptcy Rules 7052 and 9014.

2. To the extent any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

3. This Court has jurisdiction over the Sale Motion, the property of the Debtor, including the Assets to be sold, transferred or conveyed pursuant to the APA, the Debtor's estate and the transactions contemplated by the APA and any ancillary document contemplated by the APA (collectively, the "Transactions") pursuant to 28 U.S.C. §§ 157 and 1334, and this matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue of this Case and the Sale Motion in this district is proper under 28 U.S.C. §§ 1408 and 1409.

4. The statutory predicates for the relief sought in the Sale Motion are Sections 105 and 363 of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, 6006 and 9014.

5. The Debtor filed a petition under Chapter 7 of the Bankruptcy Code in this Court on November 17, 2010.

6. On January 26, 2011, Aurora Partners, LLC (“Aurora”) filed a motion to convert this Case from a Chapter 7 proceeding to a Chapter 11 proceeding. On February 16, 2011, this Court granted said motion and entered an order in connection therewith on March 10, 2011.

7. As part of the order entered on March 10, 2011, the Trustee was appointed as Chapter 11 Trustee for the Debtor.

8. On March 16, 2011, Aurora filed a Disclosure Statement (the “Disclosure Statement”) relating to its initial Plan of Reorganization (the “Plan”).

9. On April 6, 2011, GFI filed an objection to the Disclosure Statement.

10. This Court held a hearing on the Disclosure Statement on April 13, 2011. At said hearing, this Court continued the same to be held on April 28, 2011 for the purpose of giving Aurora time to prepare and file an amendment to the Plan (the “Amended Plan”) and the Disclosure Statement (the “Amended Disclosure Statement”) to address numerous substantive deficiencies noted in the objections filed.

11. GFI filed an objection to the Amended Plan and the Amended Disclosure Statement. At the continued hearing, this Court reconverted the Case to a Chapter 7 case and entered an order to that effect on May 11, 2011. Wayne Sigmon was appointed Trustee in the reconverted Chapter 7 case.

12. After review of the competing interests in the Assets and after receiving expressions of interest in purchasing the Assets from Glow (or its affiliates) and GFI, the Trustee determined that he should conduct an auction sale in open court for the Assets, which would include GFI agreeing to submit an opening bid (including a binding credit bid) to serve as a “floor” for other bidders. As set forth in the APA, the binding opening bid for the Assets was \$750,000.00 and

consisted of a credit bid of the Senior Debt (as defined below) in the amount of \$609,296.56 and cash in the amount of \$140,703.44 (on terms and conditions more fully set forth in the APA).

13. GFI holds a valid, first priority and properly perfected security interest in the Assets. GFI asserts a total claim (both pre-petition and post-petition as an oversecured creditor) of \$609,296.56 in this Case (the "Senior Debt"). The Senior Debt is an allowed claim in this Case for purposes of Section 502 of the Bankruptcy Code.

14. The following bid procedures for the Assets (as were also set forth in the Sale Motion) were adopted and approved by this Court at the Auction Hearing and are hereby confirmed:

- a. The Assets shall be sold at an auction in open court at the United States Bankruptcy Court for the Western District of North Carolina, Charles R. Jonas Federal Building, 401 West Trade Street, Charlotte, North Carolina 28202, on the 29th day of June, 2011 at 9:00 a.m.
- b. The Assets will be sold "as is, where is" with no warranties whatsoever.
- c. Any bidder wishing to purchase the Assets at the said auction sale must agree to sign a definitive asset purchase agreement with, at a minimum, the following requirements:
 - i) Having substantially identical terms and conditions as the APA, except with higher and better consideration;
 - ii) Containing terms and conditions otherwise no less favorable to the estate than the terms and conditions contained in the APA;
 - iii) Provide for a cash purchase price greater than the sum stated in the APA;

- iv) Not be subject to any financing contingency, contingency related to the completion of unperformed due diligence or contingency related to the approval of any persons;
 - v) Provide that the prevailing bidder shall purchase all of the Assets;
 - vi) Provide that the prevailing bidder's offer is irrevocable;
 - vii) Provide that the prevailing bidder shall forfeit its Deposit (as defined below) in the event that it fails to purchase the Assets in accordance with such bid; and
 - viii) Otherwise comply in all material respects with Sections 5.2, 5.3 and 5.4 of the APA.
- d. The prevailing bidder shall remit to the Trustee within 24 hours after the auction either by cashiers check, certified check or wire transfer an amount equal to 10% of the purchase price set forth in the prevailing bid (a "Deposit");
- e. The prevailing bidder shall, to the extent not previously provided to the Trustee, give the Trustee evidence satisfactory to the Trustee in his reasonable discretion (after consulting in good faith with other parties present at the auction) that the prevailing bidder is willing, authorized, capable, and qualified financially, legally and otherwise of unconditionally performing all obligations under the APA (or its equivalent);
- f. At the auction, bidders including GFI may submit successive cash bids in increments of at least \$25,000.00 or greater than the prior bid for the purchase

of the Assets until there is only one offer that the Trustee determines (in his reasonable discretion and subject to Court approval), to be the highest and best offer for the Assets (the "Prevailing Bid"); provided, however, that the auction, GFI shall be permitted to submit one or more successive bids which include credit bids of its debt (the "Credit Bid Amount") for the purchase of the Assets; provided, further, that to the extent that any bid made by GFI at the auction is greater than the Credit Bid Amount, the portion of such bid exceeding the Credit Bid Amount shall be determined to be a cash bid by GFI. All bidding for the Assets shall be conducted at the auction and there will be no further bidding after the conclusion of the court hearing wherein the auction is conducted. In determining the Prevailing Bid, consideration will be given to, among other things:

- i) The number, type and nature of any changes to the APA requested by the highest bidder;
- ii) The extent to which such modifications are likely to delay closing the sale of the Assets and the costs to the estate of such modifications or delay;
- iii) The total net consideration to be received by the Trustee;
- iv) The probability of the bidder's ability to close a transaction and the timing thereof; and
- v) The net benefit to the estate.

- g. After the auction has been concluded, the Trustee, on or before July 6, 2011, will present to this Court for consideration and approval a sale order authorizing the sale of the Assets to the holder of the Prevailing Bid.
- h. The sale to the holder of the Prevailing Bid shall be closed on the Closing Date which shall be no later than 18 days following the date of the entry of the sale order.
- i. No unsecured creditor shall be allowed to enter a credit bid against its unsecured debt.

15. At the Auction Hearing, and after due notice, YSM, GFI and Glow appeared as interested bidders and all were found to be eligible to bid for purchase of the Assets at the Auction Hearing.

16. At the Auction Hearing, each of YSM, GFI and Glow conducted vigorous bidding, the conclusion of which entailed GFI submitting the Prevailing Bid for the Assets in the amount \$3,100,000.00.

17. As evidenced by the certificates of service previously filed with this Court, (i) proper, timely, adequate and sufficient notice of the Sale Motion, the Auction Hearing, the terms and conditions of the APA, and all of the other Transactions has been provided in accordance with Sections 102(1) and 363 of the Bankruptcy Code, Bankruptcy Rules 2002, 6004, 9006, 9007 and 9014, the local rules of this Court, the procedural due process requirements of the United States Constitution, and in compliance with the process contemplated by the Sale Motion, (ii) such notice was good, sufficient and appropriate under the particular circumstances, and (iii) no other or further notice of the Sale Motion, the Auction Hearing, the terms and conditions of the APA, the sale of the Assets, or any of the Transactions is or shall be required.

18. As demonstrated by (i) the evidence proffered or adduced at the Auction Hearing, (ii) the representations of counsel made on the record at the Auction Hearing, and (iii) the Trustee's compliance with the procedures contemplated by the Sale Motion, the Trustee has afforded interested potential purchasers a full, fair and reasonable opportunity to make an offer to purchase the Assets and to participate in the Auction Hearing.

19. The bidding procedures contemplated by the Sale Motion and conducted at the Auction Hearing were non-collusive, substantively and procedurally fair to all parties, and were the result of arms' length negotiations and transactions.

20. The Assets are property of the Debtor's estate and title thereto is vested in the Debtor's estate.

21. The Trustee has demonstrated a sufficient basis and adequate circumstances counseling it to enter into the APA, sell the Assets and conduct the Auction Hearing, and such actions are and were appropriate exercises of the Trustee's judgment and are and were in the best interests of the Debtor, its estate, its creditors and other parties in interest.

22. The Trustee (i) has full power and authority to execute the APA and all other documents contemplated thereby and (ii) has all power and authority necessary to consummate the Transactions. No consents or approvals, other than as set forth in this Order or as expressly provided for in the APA, are required for the Trustee to consummate the Transactions.

23. GFI is a purchaser in "good faith," as that term is used in the Bankruptcy Code and decisions thereunder, and is entitled to the protections of Sections 363(m) and (n) of the Bankruptcy Code with respect to all of the Assets. The APA was negotiated and entered into in good faith, based upon arms' length bargaining, and without collusion or fraud of any kind. Moreover, GFI has proceeded in good faith in all respects in connection with this proceeding in

that: (i) GFI recognized that the Trustee was free to deal with any other party interested in acquiring the Assets; (ii) GFI complied with applicable provisions of the Sale Motion; (iii) all consideration to be paid by GFI and other agreements or arrangements entered into by GFI in connection with the sale of the Assets have been disclosed; (iv) GFI has not violated Section 363(n) of the Bankruptcy Code by any action or inaction; and (v) the negotiation and execution of the APA and any other agreement or instrument related thereto was in good faith.

24. The aggregate consideration provided by GFI for the Assets pursuant to the APA and as bid-in at the Auction Hearing (i) is fair and reasonable, (ii) is the highest and best offer for the Assets, (iii) constitutes full and fair consideration and reasonably equivalent value for the Assets, and (iv) will provide a greater recovery for the Debtor's creditors, interest holders and other parties in interest than would be provided by any other practically available alternative. Therefore, the sale contemplated by the APA is in the best interest of the Debtor and its estate, creditors, interest holders and other parties in interest in this Case.

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

26. The Assets shall be sold, assigned or otherwise transferred to GFI free and clear, to the fullest extent permitted by applicable bankruptcy or non-bankruptcy law, of any and all liens (statutory or otherwise), Claims (as that term is defined in Section 101(5) of the Bankruptcy Code), indebtedness, liabilities, demands, guaranties, hypothecations, encumbrances, obligations security interests, interest, mortgages, debts, levies, indentures, pledges, restrictions, charges, instruments, preferences, priorities, security agreements, easements, covenants, community property interests, deeds of trust, purchase rights, servitudes, encroachments, conditional sales agreements, title retention contracts, options, leases, licenses, rights of recovery, rights of setoff,

rights of preemption, rights of first refusal or other third party rights, reclamation claims, judgments, contracts, recoupments, claims for reimbursement, contribution, indemnity, exoneration, products liability, alter ego liability or taxes (including Claims for any and all federal, state and local taxes), or other restriction or limitation, of any kind or nature whatsoever, in each case, whether known or unknown, secured or unsecured, perfected or unperfected, choate or inchoate, filed or unfiled, scheduled or unscheduled, noticed or unnoticed, recorded or unrecorded, contingent or non-contingent, material or immaterial, allowed or disallowed, liquidated or unliquidated, matured or unmatured, disputed or undisputed, and whether imposed by agreement, understanding, law, equity or otherwise (collectively, "Liens").

27. GFI would not have entered into the APA or participated at the Auction Hearing, and would not consummate the Transactions, thus adversely affecting the Debtor, its estate, its creditors, its interest holders and the other parties in interest in this Case, if the sale of the Assets to GFI were not free and clear, to the fullest extent permitted by applicable bankruptcy or non-bankruptcy law, of all Liens, or if GFI would, or in the future could, be liable for any of the Liens, either directly or as successor to Debtor.

28. The Trustee may sell the assets free and clear, to the fullest extent permitted by applicable bankruptcy or non-bankruptcy law, of any and all Liens 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. Each entity with a security interest in any of the Assets has consented to the sale, is deemed to have consented to the sale, will receive a cash payment equal to or greater than the value of such interest, could be compelled in a legal or equitable proceeding to accept a money satisfaction of such interest, or the sale of the Assets otherwise satisfies the requirements of Section 363(f) of the Bankruptcy Code. To that end, all parties with Liens in the Assets who did

not object, or who withdrew their objections, to the APA or the Sale Motion are deemed to have consented to such sale pursuant to Sections 363(f)(2) of the Bankruptcy Code. All parties with Liens in the Assets who did object fall within one or more of the other subsections of Section 363(f) of the Bankruptcy Code and are adequately protected by having their Liens, if any, attach to the cash proceeds of the Transactions ultimately attributable to the property against or in which they assert a Lien with the same validity, force, and effect which they now have, subject to any claims or defenses which the Trustee, the Debtor and/or other parties in interest possess with respect thereto. All objections to the Sale Motion have heretofore been overruled, withdrawn, resolved or addressed.

29. The transfer of the Assets to GFI will be a legal, valid and effective transfer of the Assets, and such transfer shall vest GFI with all right, title and interest of the Debtor and its subsidiaries and affiliates in and to the Assets, free and clear, to the fullest extent permitted by applicable bankruptcy and non-bankruptcy law, of any and all Liens.

30. All persons having Liens of any kind or nature whatsoever against the Debtor, its estate or the Assets shall be forever barred, estopped and permanently enjoined from pursuing or asserting such Liens against GFI, any of its assets or property, or the Assets, to the fullest extent permitted by applicable bankruptcy or non-bankruptcy law.

31. Time is of the essence in Closing the Transactions, and the Trustee and GFI intend to Close the sale of the Assets and the other Transactions as soon as possible after entry of this Order.

32. GFI will be acting in good faith, pursuant to Section 363(m) of the Bankruptcy Code, in Closing the Transactions contemplated by the APA at any time on or after the entry of this Order as no stay applies to this Order pursuant to Bankruptcy Rules 6004(h) and 6006(d).

33. The total consideration provided by GFI for the Assets was the highest or best offer received by the Trustee, and the purchase price to be paid by GFI of \$3,100,000.00 (consisting of cash in the amount of \$2,490,703.44 and a credit bid of the Senior Debt in the amount of \$609,296.56) (the "Purchase Price") constitutes (i) reasonably equivalent value under the Bankruptcy Code and the Uniform Fraudulent Transfer Act, (ii) fair consideration under the Uniform Fraudulent Conveyance Act, and (iii) reasonably equivalent value, fair consideration, and fair value under any other applicable laws of the United States, any state, territory or possession, or the District of Columbia, for the Assets.

NOW, THEREFORE, BASED UPON ALL OF THE FOREGOING, IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. The relief requested in the Sale Motion is granted in its entirety, subject to the terms and conditions contained herein.

2. Any and all objections, responses and requests for continuances concerning the Sale Motion (whether formal or informal, written or oral, made on the record at the Auction Hearing or otherwise) are resolved in accordance with the terms of this Order or on the record at the Auction Hearing or another order entered by this Court heretofore or contemporaneously herewith. To the extent any such objections or responses were not otherwise withdrawn, waived, settled or addressed pursuant to the terms of this Order, all such objections and all reservations of rights or relief requested therein are hereby overruled on the merits and denied with prejudice.

3. Notice of the Auction Hearing was fair and equitable under the circumstances and complied in all respects with 11 U.S.C. § 102(1) and Bankruptcy Rules 2002, 6004 and 6006.

4. The sale of the Assets, the terms and conditions of the APA (including all schedules and exhibits affixed thereto), and the Transactions contemplated thereby are hereby approved in all respects.

5. The Senior Debt is an allowed claim in this Case for purposes of Section 502 of the Bankruptcy Code.

6. Pursuant to Section 363 of the Bankruptcy Code, the Trustee is authorized and directed to perform its obligations under, and to comply with the terms of, the APA, and to consummate the sale of the Assets and other Transactions pursuant to, and in accordance with, the terms and conditions of the APA.

7. The Trustee is authorized and directed to execute, deliver, perform under, consummate and implement the APA, together with all additional instruments and documents that may be reasonably necessary or desirable to implement the APA, and the Trustee is authorized and directed to take any and all further actions as may be reasonably requested by GFI and provided for in (or contemplated by) the APA for the purpose of assigning, transferring, granting, conveying and conferring to GFI or reducing to possession, the Assets, or as may be necessary, desirable or appropriate in connection with the performance of the Trustee of its obligation under the APA and related documents. Pursuant to the terms of the APA, GFI shall have no obligation to proceed with Closing of the APA until all conditions precedent to its obligations to do so have been met, satisfied or waived.

8. This Order, the APA and the related documents shall be binding in all respects upon creditors (whether known or unknown) of the Debtor or its estate, all successors, designees and assigns of GFI, the Debtor, the Trustee and their affiliates and subsidiaries, and shall not be subject to rejection.

9. The APA and any related agreements, documents or other instruments may be modified, amended or supplemented by the parties thereto in accordance with the terms thereof without further order of this Court. Specifically, and without limiting the foregoing, the Purchase Price set forth in the APA may be so amended by the parties thereto to reflect the \$3,100,000.00 purchase price bid-in by GFI at the Auction Hearing for the Assets and the APA and any related agreements, documents or instruments may be so amended to reflect transfer to GFI of all copyrights and trademarks (and related intellectual property rights incident thereto) of the Debtor and its affiliates in conjunction with, and as part of, the transfer of the Assets, such agreement being set forth on the record at the Auction Hearing and agreed to by the Trustee and all parties present thereat and as approved by this Court thereat.

10. Pursuant to Sections 105(a) and 363(f) of the Bankruptcy Code, at the closing and upon consummation of the Transactions (the "Closing"), GFI shall have and acquire good, valid and marketable title in and to each of the Assets, free and clear, to the fullest extent permitted by applicable bankruptcy or non-bankruptcy law, of any and all Liens, with all such Liens to attach to the net proceeds of the sale in order of their priority, with the same validity, force and effect which they now have against the Assets, subject to any claims or defenses the Trustee or any other party in interest may possess with respect thereto.

11. Notwithstanding any other provision of this Order, all persons and entities, including all debt security holders, equity security holders, governmental, tax, and regulatory authorities, lenders, employees and other creditors, holding Liens against or in the Debtor or the Assets, arising out of, in connection with, or in any way relating to the Debtor, the Assets, the operation of the Debtor's business prior to the Closing or the transfer of the Assets to GFI, are forever barred, estopped, and permanently enjoined from asserting against GFI, its affiliates, their

respective property, or the Assets, such person's or entities' Liens, to the fullest extent permitted by applicable bankruptcy and non-bankruptcy law.

12. The transfer of the Assets to GFI pursuant to the APA and related documents does not require any consents other than as specifically provided for therein and constitutes a legal, valid and effective transfer of the Assets, and shall vest GFI with all right, title and interest of the Trustee, the Debtor and the Debtor's estate in and to the Assets, free and clear, to the fullest extent permitted by applicable bankruptcy or non-bankruptcy law, of all Liens.

13. If any person or entity that has filed financing statements, mortgages, lis pendens, or other documents or agreements evidencing Liens in the Assets shall not have delivered to the Trustee prior to the Closing, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction or releases of all Liens which the person or entity has with respect to the Assets, then (a) each of the Trustee and GFI is authorized to execute and file such statements, instruments, releases and other documents on behalf of the person or entity with respect to the Assets, and (b) GFI is authorized to file, register or otherwise record a certified copy of this Order which, once filed, registered or otherwise recorded, shall constitute conclusive evidence of the release of all Liens in the Assets.

14. To the greatest extent available under applicable law, GFI shall be authorized, as of the Closing, to operate under any license, permit, registration and governmental authorization or approval of the Debtor or its estate with respect to the Assets, and all such licenses, permits, registrations and governmental authorizations and approvals are deemed to have been, and hereby are, transferred to GFI as of the Closing.

15. Upon the occurrence of the Closing, this Order shall be considered and shall constitute for any and all purposes a full and complete general assignment, conveyance and

transfer of the Assets acquired by GFI under the APA and/or a bill of sale or assignment transferring good or marketable, indefeasible title and interest in and to the Assets to GFI.

16. As of the Closing, each of the Debtor's creditors and/or the Trustee is authorized and directed to execute such documents and take all other actions as may be necessary to release their respective Liens against the Assets, if any, as may have been recorded or may otherwise exist.

17. The consideration provided by GFI for the Assets under the APA constitutes reasonably equivalent value and fair consideration under the Bankruptcy Code and under the law of the United States, any state, territory, possession or the District of Columbia.

18. The consideration provided by GFI for the Assets under the APA is fair and reasonable, and the Transactions may not be avoided under Section 363(n) of the Bankruptcy Code.

19. Notwithstanding any other provision in this Order, effective as of the Closing, and in consideration for the payment by GFI of the Purchase Price contemplated by the APA, each holder of a Lien or Claim against the Debtor or the Debtor's estate, or by or for the benefit of the Debtor or the Debtor's estate (including, without limitation, the Trustee), shall be deemed, to the fullest extent permitted by applicable bankruptcy or non-bankruptcy law, to have released irrevocably GFI and its affiliates for and from any and all liability or obligation with respect to the same.

20. Each and every federal, state and local governmental agency or department is directed to accept any and all documents and instruments necessary and appropriate to consummate the Transactions.

21. This Court retains jurisdiction to enforce and implement the terms of the APA and related documents, all amendments thereto and any waiver and consents thereunder, in all

respects, including retaining jurisdiction to (a) subject to the terms and conditions of the APA, compel delivery of the Assets to GFI or compel performance of other obligations of the Trustee under the APA, (b) compel delivery of the Purchase Price by GFI or performance of other obligations of GFI under the APA, (c) resolve any disputes arising under or related to the APA, except as otherwise provided therein, (d) interpret, implement and enforce the provisions of this Order, and (e) protect GFI against any Liens in the Assets to the fullest extent permitted by applicable bankruptcy or non-bankruptcy law; provided, however, that in the event this Court abstains from exercising or declines to exercise such jurisdiction or is without jurisdiction with respect to the APA or any related documents or this Order, such abstention, refusal or lack of jurisdiction shall have no effect upon, and shall not control, prohibit or limit the exercise of jurisdiction of any other court having competent jurisdiction with respect to any such matter.

22. The Transactions are undertaken by GFI in good faith, as that term is used in Section 363(m) of the Bankruptcy Code, and accordingly, the reversal or modification on appeal of the authorization provided herein to consummate the sale shall not affect the validity of the sale of the Assets to GFI.

23. Cause exists under Section 349(b) of the Bankruptcy Code for this Court to find that all transfers of property of the Debtor's estate effected by this Order or the APA shall remain valid and effective notwithstanding a subsequent dismissal of this Case, and Section 349(b)(3) shall not apply to the property of the estate which is the subject of this Order.

24. The terms and provisions of the APA and related documents and this Order shall be binding in all respects upon, and shall inure to the benefit of: the Debtor, its estate, its creditors, its affiliates and its interest holders; GFI and its affiliates; the Trustee; and any affected third

parties, including all persons asserting a Lien in the Assets to be sold to GFI pursuant to the APA.

25. The failure specifically to include any particular provision of the APA and related documents in this Order shall not diminish or impair the effectiveness of such provision, it being the intent of this Court that the APA and related documents be authorized and approved in their entirety.

26. Time is of the essence in Closing the Transactions. Accordingly, the 14-day stay of orders authorizing the use, sale or lease of property as provided for in Bankruptcy Rule 6004(h) shall not apply and GFI and the Trustee may consummate the Transactions without the imposition of a stay.

27. This Order constitutes this Court's approval of the Transactions. This Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation of this Order.

28. The terms and provision of this Order are mutually dependent and will be relied upon by the parties in Closing the Transactions, and therefore the provisions of this Order are not severable.

29. As such terms are used in this Order, the terms "including" or "include" are not limiting and mean "including, without limitation" or "include, without limitation".

This Order has been signed electronically. The judge's signature and court's seal appear at the top of the Order.

United States Bankruptcy Court

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (this "Assignment") is made as of August 4, 2011 by and between WAYNE SIGMON, as chapter 7 trustee for Blackbird Holdings, Inc., a Delaware corporation ("Assignor"), and GFINET, INC., a Delaware corporation ("Assignee").

RECITALS

1. Assignor and Assignee are parties to that certain Amended and Restated Asset Purchase Agreement dated July 6, 2011 (the "Purchase Agreement"), pursuant to which Assignee agreed to acquire, and Assignor agreed to sell, the patent, copyright and trademark assets of Assignor as described in the Purchase Agreement;

2. Assignor owns (i) the Patents (as defined below) identified on Schedule A hereto and desires to assign the Patents (as defined below) to Assignee, (ii) the Copyrights (as defined below) identified on Schedule B hereto and desires to assign the Copyrights (as defined below) to Assignee, and (iii) the Trademarks (as defined below) identified on Schedule C hereto and desires to assign the Trademarks (as defined below) to Assignee ; and

3. Assignee desires to accept such assignment of the Patents, the Copyrights, and the Trademarks (each as defined below).

NOW, THEREFORE, in consideration of the premises above and the mutual representations, warranties, covenants, agreements and conditions herein contained, and for other good and valuable consideration, including the consideration set forth in the Purchase Agreement, the receipt and sufficiency of which is and are hereby mutually acknowledged, Assignor and Assignee, intending to be legally bound, agree as follows:

1. Assignment of Patents. Assignor assigns, transfers and conveys to Assignee, its successors, assigns and legal representatives all of Assignor's right, title and interest in and to all United States and foreign patents (including expired patents or patents that lapsed for non-payment of maintenance fees) and applications (including abandoned applications) therefor and all reissues, divisions, renewals, extensions, provisionals, continuations and continuations-in-part thereof (and including, without limitation, all goodwill associated therewith, all rights to causes of action and remedies related thereto (including, without limitation, the right to sue for past, present or future infringement, misappropriation or violation of rights related to the foregoing), and any and all other rights and interests arising out of, in connection with or in relation to the same (including, without limitation, all moral and economic rights of authors and inventors, however denominated)), used or held for use by Assignor or which is used or held for use by any of Assignor's Affiliates (including those set forth on Schedule A, the "Patents"). Assignor agrees to take such further actions, including, without limitation, the prompt execution and delivery of such documents in recordable form, as may be

reasonably necessary to vest, secure, perfect, protect or enforce the rights and interests of Assignee in and to the Patents.

2. Assignment of Copyrights. Assignor assigns, transfers and conveys to Assignee, its successors, assigns and legal representatives all of Assignor's right, title and interest in and to all United States and foreign works of authorship (whether copyrightable or not), copyrights, copyright registrations and applications therefor throughout the world (and including, without limitation, all goodwill associated therewith, all rights to causes of action and remedies related thereto (including, without limitation, the right to sue for past, present or future infringement, misappropriation or violation of rights related to the foregoing), and any and all other rights and interests arising out of, in connection with or in relation to the same (including, without limitation, all moral and economic rights of authors and inventors, however denominated)), used or held for use by Assignor or which is used or held for use by any of Assignor's Affiliates (including those set forth on Schedule B, the "Copyrights"). Assignor agrees to take such further actions, including, without limitation, the prompt execution and delivery of such documents in recordable form, as may be reasonably necessary to vest, secure, perfect, protect or enforce the rights and interests of Assignee in and to the Copyrights.

3. Assignment of Trademarks. Assignor assigns, transfers and conveys to Assignee, its successors, assigns and legal representatives all of Assignor's right, title and interest in and to all United States and foreign internet uniform resource locators, domain names, trade names, logos, slogans, designs, trade dress, common law trademarks and service marks, trademark and service mark and trade dress registrations and applications therefor throughout the world (and including, without limitation, all goodwill associated therewith, all rights to causes of action and remedies related thereto (including, without limitation, the right to sue for past, present or future infringement, misappropriation or violation of rights related to the foregoing), and any and all other rights and interests arising out of, in connection with or in relation to the same (including, without limitation, all moral and economic rights of authors and inventors, however denominated)), used or held for use by Assignor or which is used or held for use by any of Assignor's Affiliates (including those set forth on Schedule C, the "Trademarks"). Assignor agrees to take such further actions, including, without limitation, the prompt execution and delivery of such documents in recordable form, as may be reasonably necessary to vest, secure, perfect, protect or enforce the rights and interests of Assignee in and to the Trademarks.

4. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the United States of America and of the State of North Carolina.

5. Purchase Agreement. Nothing contained in this Assignment shall be deemed to supersede, enlarge or modify any of the obligations, agreements, covenants or warranties of Assignor or Assignee contained in the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern and control.

6. Successors and Assigns. This Assignment shall inure to the benefit of and be binding on the successors and assigns of both parties.

7. Effective Date. This Assignment is expressly made NUNC PRO TUNC, this Assignment to have the same legal force and effect as if executed on June 2, 2011.

8. Counterparts. This Assignment may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute but one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Assignment as of the day and year first above written.

ASSIGNOR:

Wayne Sigmon
Wayne Sigmon Trustee

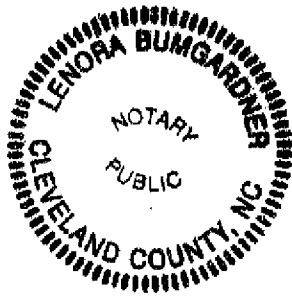
STATE OF NORTH CAROLINA
COUNTY OF GASTON

I, a Notary Public of the Cleveland County and State aforesaid, certify that WAYNE SIGMON personally appeared before me this day and signed and executed the foregoing instrument.

Witness my hand and notarial seal this 4TH day of AUGUST, 2011.

Lenora Bumgardner
Notary Public

My commission expires: 9/15/2012



ASSIGNEE:

GFinet, Inc.

By: _____
Name: Scott Pintoff
Title: General Counsel

STATE OF _____
COUNTY OF _____

I, a Notary Public for said County and State aforesaid, certify that Scott Pintoff personally appeared before me this day and acknowledged that he is General Counsel of GFINET, INC. and is an officer duly authorized to execute the foregoing instrument on behalf of Assignee and who signed and executed the foregoing instrument on behalf of Assignee.

Witness my hand and notarial seal this the _____ day of _____, 2011.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Assignment as of the day and year first above written.

ASSIGNOR:

Wayne Sigmon

STATE OF NORTH CAROLINA
COUNTY OF _____

I, a Notary Public of the County and State aforesaid, certify that WAYNE SIGMON personally appeared before me this day and signed and executed the foregoing instrument.

Witness my hand and notarial seal this _____ day of _____, 2011.

Notary Public

My commission expires: _____

ASSIGNEE:

GFINet, Inc.

By: [Signature]
Name: Scott Pintoff
Title: General Counsel

STATE OF New York
COUNTY OF New York

I, a Notary Public for said County and State aforesaid, certify that Scott Pintoff personally appeared before me this day and acknowledged that he is General Counsel of GFINET, INC. and is an officer duly authorized to execute the foregoing instrument on behalf of Assignee and who signed and executed the foregoing instrument on behalf of Assignee.

Witness my hand and notarial seal this the 4th day of August, 2011.

[Signature]
Notary Public

My commission expires: October 6, 2014

CHRISTOPHER D'ANTUONO
Notary Public, State of New York
No. 02-DA6075470
Qualified in New York County
Commission Expires October 6, 2014
14

{00199925 v 3}

SCHEDULE A*Patents*

Family ID	Patent	Owner	Country	Pat. No. / Pub. No.
31926249	Methods for risk portfolio management within an electronic trading system	Blackbird Holdings, Inc.	US	7,571,136
31926249	Systems and methods for performing two-way one-to-many and many-to-many auctions for financial instruments	Blackbird Holdings, Inc.	US	2006-0095363
31926249	Systems for switch auctions utilizing risk position portfolios of a plurality of traders	Blackbird Holdings, Inc.	US	6,996,540
31926249	Systems for risk portfolio management	Blackbird Holdings, Inc.	US	2007-0288346
31926249	Switch engine for risk position discovery in an electronic trading system	Blackbird Holdings, Inc.	US	7,689,497
31926249	Systems, methods and computer program products for electronic trading of financial instruments	Blackbird Holdings, Inc.	US	2007-0219882
31926249	Systems, methods and computer program products for electronic trading of financial instruments	Blackbird Holdings, Inc.	US	6,317,727
31926249	Systems, methods and computer program products for electronic trading of financial instruments	Blackbird Holdings, Inc.	US	6,421,653
31926249	Systems, methods and computer program products for monitoring credit risks in electronic trading systems	Blackbird Holdings, Inc.	US	2002-0099651
31926249	Systems, methods and computer program products for subject-based addressing in an electronic trading system	Blackbird Holdings, Inc.	US	2002-0138390
31926249	Systems, methods and computer program products for electronic trading of financial instruments	Blackbird Holdings, Inc.	US	2003-0093360
31926249	Methods for risk portfolio management within an electronic trading system	Blackbird Holdings, Inc.	US	2003-0220868
31926249	Systems, methods and computer	Blackbird	US	2003-

Family ID	Patent	Owner	Country	Pat. No. / Pub. No.
	program products for subject-based addressing in an electronic trading system	Holdings, Inc.		0229571
31926249	Switch engine for risk position discovery in an electronic trading system	Blackbird Holdings, Inc.	US	2004-0015430
31926249	Systems for risk portfolio management	Blackbird Holdings, Inc.	US	2004-0015431
31926249	Systems and methods for performing two-way one-to-many and many-to-many auctions for financial instruments	Blackbird Holdings, Inc.	US	2010-0179902
31926249	Systems, methods and computer program products for electronic trading of financial instruments	Blackbird Holdings, Inc.	US	2010-0185559
31926249	Systems for risk portfolio management	Blackbird Holdings, Inc.	US	2010-0299239
31926249	Systems, methods and computer program products for electronic trading of financial instruments	Blackbird Holdings, Inc.	WO	1999-019821
31926249	Systems, methods and computer program products for electronic trading of financial instruments	Blackbird Holdings, Inc.	AU	1999-12703
31926249	Systems, methods and computer program products for electronic trading of financial instruments	Blackbird Holdings, Inc.	AU	762863
31926249	Systems, methods and computer program products for electronic trading of financial instruments	Blackbird Holdings, Inc.	CA	2305736
31926249	Systems, methods and computer program products for electronic trading of financial instruments	Blackbird Holdings, Inc.	EP	1023684
31926249	Systems, methods and computer program products for electronic trading of financial instruments	Blackbird Holdings, Inc.	JP	2001-520421
3715561	Systems and methods for conducting derivative trades electronically	Blackbird Holdings, Inc.	US	7,761,368
3715561	Systems and methods for conducting derivative trades electronically	Blackbird Holdings, Inc.	US	2002-0002530

Family ID	Patent	Owner	Country	Pat. No. / Pub. No.
3715561	Systems and methods for conducting derivative trades electronically	Blackbird Holdings, Inc.	US	2007-0282733
3715561	Systems and methods for conducting derivative trades electronically	Blackbird Holdings, Inc.	WO	2001-088820
3715561	Systems and methods for conducting derivative trades electronically	Blackbird Holdings, Inc.	AU	2001-61727
3715561	Systems and methods for conducting derivative trades electronically	Blackbird Holdings, Inc.	AU	2001-261727
3715561	Systems and methods for conducting derivative trades electronically	Blackbird Holdings, Inc.	CA	2409413
3715561	Systems and methods for conducting derivative trades electronically	Blackbird Holdings, Inc.	EP	1285382
3715561	Systems and methods for conducting derivative trades electronically	Blackbird Holdings, Inc.	JP	2003-533793
3776547	Systems and methods for reverse auction of financial instruments	Blackbird Holdings, Inc.	US	2007-0239591
3776547	Systems and methods for reverse auction of financial instruments	Blackbird Holdings, Inc.	US	2002-0116317
3776547	Systems and methods for reverse auction of financial instruments	Blackbird Holdings, Inc.	WO	2001-095226
3776547	Systems and methods for reverse auction of financial instruments	Blackbird Holdings, Inc.	AU	2001-66866
3776547	Systems and methods for reverse auction of financial instruments	Blackbird Holdings, Inc.	CA	2382139
3776547	Systems and methods for reverse auction of financial instruments	Blackbird Holdings, Inc.	EP	1290607
3776547	Systems and methods for reverse auction of financial instruments	Blackbird Holdings, Inc.	JP	2003-536146

SCHEDULE B

Copyrights

(see attached)

Registered Copyrights

Title	Copyright Registration No.	Copyright Document Recordation No.
Blackbird System: The User's Guide	TX 4-986-274	V3586D068
Blackbird Trading System	TX 4-987-782	V3586D068

SCHEDULE C

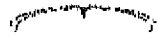

Trademarks

(see attached)

Registered United States Trademarks

Trademark & Logo	Reg. No.	Reg. Date	Int'l Classes	Goods/Services	Owner
SYMBOLOLOGY SYMBOLOLOGY	2,567,789	May 7, 2002	36	financial and investment services, namely, research, analysis, management, consultation, authentication, calculation, execution, trade matching, credit and risk evaluation; and providing, receiving, and processing financial and investment information by electronic means via computer networks	Blackbird Holdings, Inc. (Delaware Corporation) 112 South Tryon Street, 18th floor Charlotte, NC 28284
RISKEQUIVALENTS RISKEQUIVALENTS	2,480,991	August 21, 2001	36	financial and investment services, namely, research, analysis, management, consultation, authentication, calculation, execution, trade matching, credit and risk evaluation; and providing, receiving, and processing financial and investment information by electronic means via computer networks	Blackbird Holdings, Inc. (Delaware Corporation) 112 South Tryon Street, 18th floor Charlotte, NC 28284
CREDITPREFERENCES CREDITPREFERENCES	2,567,791	May 7, 2002	36	financial and investment services, namely, research, analysis, management, consultation, authentication, calculation, execution, trade matching, credit and risk evaluation; and providing, receiving, and processing financial and investment information by electronic means via computer networks	Blackbird Holdings, Inc. (Delaware Corporation) 112 South Tryon Street, 18th floor Charlotte, NC 28284
SYMBOLEXPLODE SYMBOLEXPLODE	2,652,156	November 19, 2002	36	financial and investment services, namely, research, analysis, management, consultation, authentication, calculation, execution, trade matching, credit and risk evaluation; and providing, receiving, and processing financial and investment information by electronic means via computer networks	Blackbird Holdings, Inc. (Delaware Corporation) 112 South Tryon Street, 18th floor Charlotte, NC 28284

Registered United States Trademarks (continued)

Trademark & Logo	Reg. No.	Reg. Date	Int'l Classes	Goods/Services	Owner
TERMNEGOTIATION	2,497,255	October 9, 2001	9	computer software, namely, an electronic trading platform allowing users to trade securities, currencies, and financial instruments on line and computer software for recording, researching, analyzing, database management, authenticating, calculating, executing, trade matching, credit and risk evaluation of data in the financial and investment industries	Blackbird Holdings, inc. (Delaware Corporation) 112 South Tryon Street, 18th floor Charlotte, NC 28284
Miscellaneous Design 	2,643,743	October 29, 2002	9, 36	9 - computer software, namely, an electronic trading platform allowing users to trade securities, currencies, and financial instruments on line, and software for recording, researching, analyzing, data base management, authenticating, calculating, executing, trade matching, credit and risk evaluation of data in the financial and investment industries 36 - financial and investment services, namely, research, analysis, management, consultation, authentication, calculation, execution, trade matching, credit and risk evaluation; and providing, receiving, and processing financial and investment information by electronic means via computer networks	Blackbird Holdings, Inc. (Delaware Corporation) 112 South Tryon Street, 18th floor Charlotte, NC 28284
BLACKBIRD (and Design) 	2,643,744	October 29, 2002	9, 36	9 - computer software, namely, an electronic trading platform allowing users to trade securities, currencies, and financial instruments on line, and software for recording, researching, analyzing, data base management, authenticating, calculating, executing, trade matching, credit and risk evaluation of data in the financial and investment industries 36 - financial and investment services, namely, research, analysis, management, consultation, authentication, calculation, execution, trade matching, credit and risk evaluation; and providing, receiving, and processing financial and investment information by electronic means via computer	Blackbird Holdings, Inc. (Delaware Corporation) 112 South Tryon street, 18th floor Charlotte, NC 28284

networks

Registered United States Trademarks (continued)

Trademark & Logo	Reg. No.	Reg. Date	Int'l Classes	Goods/Services	Owner
ECFO ECFO	2,945,421	May 3, 2005	9, 36	<p>9 - Computer software platforms for use in trading securities, currencies, and financial instruments online; computer software for use in database management in the financial and investment industries; computer software for use in the design, creation and management of financial and investment strategies</p> <p>36 - Financial and investment research, financial and investment analysis, financial and investment management; financial and investment consultation; financial and investment information processing; fiscal assessment and evaluation of credit and risks; providing financial and investment information by electronic means via computer networks; financial trading services for others, namely, trade matching services for the offering, matching, buying and selling of financial instruments by electronic means via computer networks</p>	Blackbird Holdings, Inc. (Delaware Corporation) 112 South Tryon Street, 18th floor Charlotte, NC 28284
BLACKBIRD	3,555,754	January 6, 2009	9, 36	<p>9 - computer software, namely, an electronic trading platform allowing users to trade securities, currencies, and financial instruments on line, and software for recording, researching, analyzing, data base management, authenticating, calculating, executing, trade matching, credit and risk evaluation of data in the financial and investment industries</p> <p>36 - financial and investment services, namely, research, analysis, management, consultation, authentication, calculation, execution, trade matching, credit and risk evaluation; and providing, receiving, and processing financial and investment information by electronic means via computer networks</p>	Blackbird Holdings, Inc. (Delaware Corporation) 831 East Morehead Street, Suite 900 Charlotte, NC 28202

Registered United States Trademarks (continued)

SWITCH ENGINE	3,829,893	August 10, 2010	9	computer software, namely, an electronic trading platform allowing users to trade securities, currencies, and financial instruments on line, and software for recording, researching, analyzing, data base management, authenticating, calculating, executing, trade matching, credit and risk evaluation of data in the financial and investment industries and user manuals sold as a unit therewith	Blackbird Holdings, Inc. (Delaware Corporation) 831 East Morehead Street, Suite 900 Charlotte, NC 28202
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