

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3438589

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
SAIL VENTURE PARTNERS II, L.P.	03/11/2015
SAIL 2010 CO-INVESTMENT PARTNERS, L.P.	03/11/2015
SAIL HOLDINGS, LLC	03/11/2015
SAIL SUSTAINABLE LOUISIANA, LIMITED PARTNERSHIP	03/11/2015
MUNICIPAL EMPLOYEES' RETIREMENT SYSTEM OF LOUISIANA	03/11/2015
FOREVER 7 LLC	03/11/2015

RECEIVING PARTY DATA

Name:	SNTECH, INC.
Street Address:	1702 E HIGHLAND AVE # 400
City:	PHOENIX
State/Country:	ARIZONA
Postal Code:	85016

PROPERTY NUMBERS Total: 25

Property Type	Number
Patent Number:	8004141
Patent Number:	7915847
Patent Number:	8287244
Patent Number:	8054018
Patent Number:	8134319
Patent Number:	7657161
Patent Number:	8292595
Patent Number:	7795827
Patent Number:	8138710
Patent Number:	8033007
Patent Number:	8299661
Patent Number:	8072167
Patent Number:	7812556
Application Number:	12405094
Application Number:	12416880

PATENT

Property Type	Number
Application Number:	12416882
Patent Number:	8232755
Patent Number:	8288976
Application Number:	12490208
Application Number:	12490225
Patent Number:	8504646
Patent Number:	8049447
Patent Number:	8598833
Patent Number:	8587233
Application Number:	13092505

CORRESPONDENCE DATA

Fax Number: (480)994-9025

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

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Address Line 4: SCOTTSDALE, ARIZONA 85258

ATTORNEY DOCKET NUMBER: 10511.0001-1

NAME OF SUBMITTER: DANIEL J. NOBLITT

SIGNATURE: /Daniel J. Noblitt/

DATE SIGNED: 07/14/2015

Total Attachments: 23

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**ACKNOWLEDGMENT OF
RELEASE OF PATENT SECURITY INTEREST**

THIS ACKNOWLEDGMENT OF RELEASE OF PATENT SECURITY INTEREST (the "Release") is made effective as of March 30, 2015, as acknowledged by SNTech, Inc., a Delaware corporation ("SNTech" or "Debtor").

WHEREAS, the Debtor and each of the secured parties listed hereto on Exhibit A (each a "Secured Party" and collectively, the "Secured Parties") are parties to that certain Patent Security Agreement, dated as of August 17, 2011, as amended, modified, extended or restated from time to time (the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Debtor granted to the Secured Parties a continuing security interest (the "Security Interest") in all of the Debtor's right, title and interest in and to patents or applications for patents listed on the attached Exhibit B (the "Patents"), to secure the prompt payment and performance of the Obligations (as defined in the Security Agreement);

WHEREAS, the Security Agreement, as amended, was recorded in the United States Patent & Trademark Office on May 7, 2012 at Reel/Frame 028170/0001 with respect to the Patents; and

WHEREAS, Debtor's assets were sold free of all liens, claims, encumbrances and interests pursuant to the Debtor's Chapter 11 Bankruptcy filing in the US Bankruptcy Court for the District of Arizona, Case No. 2:14-BK-17914-EPB.

NOW THEREFORE, Debtor hereby acknowledges the release of all Obligations to the Secured Parties under the Security Agreement pursuant to the Bankruptcy Court Order and confirms that the Security Interest in the Patents held by each Secured Party has been properly terminated, released and discharged.

IN WITNESS WHEREOF, the undersigned has caused this Release to be executed by its duly authorized officer, effective as of the date first written above.

SNTech, Inc., a Delaware corporation

By: _____


Shannon Bard, CEO

Exhibit A –

Secured Parties Releasing Interest In Patents:

SAIL Venture Partners II, L.P.

SAIL 2010 Co-Investment Partners, L.P.

SAIL Holdings, LLC

SAIL Sustainable Louisiana, Limited Partnership

Municipal Employees' Retirement System of Louisiana

Forever 7 LLC

Exhibit B – Patents

Reel/ Frame: 028170/0001

Recorded: 05/07/2012

Conveyance: SECURITY AGREEMENT

Total properties: 25

1	Patent # : <u>8004141</u> Publication # : <u>US20060244333</u> Title: TWO-PHASE BRUSHLESS DC MOTOR	Issue Dt: 08/23/2011 Pub Dt: 11/02/2006	Application # : 11210886	Filing Dt: 08/25/2005
2	Patent # : <u>7915847</u> Publication # : <u>US20090197199</u> Title: METHOD OF CONSTANT RPM CONTROL FOR A VENTILATION SYSTEM	Issue Dt: 03/29/2011 Pub Dt: 05/28/2009	Application # : 12016849	Filing Dt: 01/18/2008
3	Patent # : <u>8267244</u> Publication # : <u>US20090136359</u> Title: MOTOR CONTROL APPARATUS FOR A VENTILATION SYSTEM	Issue Dt: 10/16/2012 Pub Dt: 05/28/2009	Application # : 12016850	Filing Dt: 01/18/2008
4	Patent # : <u>8054018</u> Publication # : <u>US20090134823</u> Title: MULTI-LEVEL PROGRAMMING OF MOTOR FOR A VENTILATION SYSTEM	Issue Dt: 11/08/2011 Pub Dt: 05/28/2009	Application # : 12016872	Filing Dt: 01/18/2008
5	Patent # : <u>8194319</u> Publication # : <u>US20090134827</u> Title: COMPENSATION OF MOTOR CONTROL USING CURRENT-RPM RELATION FOR A VENTILATION SYSTEM	Issue Dt: 03/13/2012 Pub Dt: 05/28/2009	Application # : 12016878	Filing Dt: 01/18/2008
6	Patent # : <u>7667161</u> Publication # : <u>US20090136220</u> Title: METHOD OF TRANSITION BETWEEN CONTROLS FOR A VENTILATION SYSTEM	Issue Dt: 02/02/2010 Pub Dt: 05/28/2009	Application # : 12016894	Filing Dt: 01/18/2008
7	Patent # : <u>8292595</u> Publication # : <u>US20090136360</u> Title: METHOD OF CONSTANT AIRFLOW CONTROL FOR A VENTILATION SYSTEM	Issue Dt: 10/23/2012 Pub Dt: 05/28/2009	Application # : 12016924	Filing Dt: 01/18/2008
8	Patent # : <u>7795827</u> Publication # : <u>US20090218968</u> Title: CONTROL SYSTEM FOR CONTROLLING MOTORS FOR HEATING, VENTILATION AND AIR CONDITIONING OR PUMP	Issue Dt: 09/14/2010 Pub Dt: 09/03/2009	Application # : 12041580	Filing Dt: 03/03/2008
9	Patent # : <u>8138710</u> Publication # : <u>US20100039058</u> Title: POWER DRIVE OF ELECTRIC MOTOR	Issue Dt: 03/20/2012 Pub Dt: 02/18/2010	Application # : 12192011	Filing Dt: 08/14/2008
10	Patent # : <u>8033007</u> Publication # : <u>US20080313984</u> Title: METHOD OF MAKING ROTOR OF BRUSHLESS MOTOR	Issue Dt: 10/11/2011 Pub Dt: 12/25/2008	Application # : 12192054	Filing Dt: 08/14/2008
11	Patent # : <u>8299661</u> Publication # : <u>US20080315691</u> Title: ROTOR OF BRUSHLESS MOTOR	Issue Dt: 10/30/2012 Pub Dt: 12/25/2008	Application # : 12192059	Filing Dt: 08/14/2008
12	Patent # : <u>8072167</u> Publication # : <u>US20090224709</u> Title: TIME DELAY LOGIC OF MOTOR CONTROL	Issue Dt: 12/06/2011 Pub Dt: 09/10/2009	Application # : 12397196	Filing Dt: 03/03/2009
13	Patent # : <u>7812556</u> Publication # : <u>US20090218971</u> Title: PHASE LOGIC CIRCUITS FOR CONTROLLING MOTORS	Issue Dt: 10/12/2010 Pub Dt: 09/03/2009	Application # : 12397227	Filing Dt: 03/03/2009

	Patent # : NONE	Issue Dt:	Application # : 12405094	Filing Dt: 03/16/2009
14	Publication # : <u>US20090264201</u>	Pub Dt: 11/19/2009		
	Title: MOTOR WITH MAGNETIC SENSORS			
	Patent # : NONE	Issue Dt:	Application # : 12416880	Filing Dt: 04/01/2009
15	Publication # : <u>US20100256620</u>	Pub Dt: 10/07/2010		
	Title: CALIBRATION OF MOTOR FOR CONSTANT AIRFLOW CONTROL			
	Patent # : NONE	Issue Dt:	Application # : 12416882	Filing Dt: 04/01/2009
16	Publication # : <u>US20100256621</u>	Pub Dt: 10/07/2010		
	Title: CONSTANT AIRFLOW CONTROL OF A VENTILATION SYSTEM			
	Patent # : <u>8232755</u>	Issue Dt: 07/31/2012	Application # : 12417506	Filing Dt: 04/02/2009
17	Publication # : <u>US20100253266</u>	Pub Dt: 10/07/2010		
	Title: MOTOR WITH CIRCUITS FOR PROTECTING MOTOR FROM INPUT POWER OUTAGES OR SURGES			
	Patent # : <u>8268976</u>	Issue Dt: 10/16/2012	Application # : 12490206	Filing Dt: 06/23/2009
18	Publication # : <u>US20090315494</u>	Pub Dt: 12/24/2009		
	Title: OPTIMIZATION OF MOTOR OPERATION USING A TEST CYCLE			
	Patent # : NONE	Issue Dt:	Application # : 12490208	Filing Dt: 06/23/2009
19	Publication # : <u>US20090315496</u>	Pub Dt: 12/24/2009		
	Title: DATA TRANSFER BETWEEN MOTORS			
	Patent # : NONE	Issue Dt:	Application # : 12490225	Filing Dt: 06/23/2009
20	Publication # : <u>US20090315497</u>	Pub Dt: 12/24/2009		
	Title: DATA TRANSFER BETWEEN MOTORS			
	Patent # : <u>8504646</u>	Issue Dt: 08/06/2013	Application # : 12490229	Filing Dt: 06/23/2009
21	Publication # : <u>US20090315498</u>	Pub Dt: 12/24/2009		
	Title: DATA TRANSFER BETWEEN MOTORS			
	Patent # : <u>8049447</u>	Issue Dt: 11/01/2011	Application # : 12901412	Filing Dt: 10/08/2010
22	Publication # : <u>US20110025245</u>	Pub Dt: 02/03/2011		
	Title: ELECTRIC MOTOR WITH POWER SUPPLY CIRCUIT SUPPLYING ISOLATED ELECTRIC POWER			
	Patent # : <u>8598833</u>	Issue Dt: 12/03/2013	Application # : 12966968	Filing Dt: 12/13/2010
23	Publication # : <u>US20110140644</u>	Pub Dt: 06/16/2011		
	Title: ELECTRICALLY COMMUTATED MOTOR WITH DATA COMMUNICATION DEVICE			
	Patent # : <u>8567233</u>	Issue Dt: 11/19/2013	Application # : 13012647	Filing Dt: 01/24/2011
24	Publication # : <u>US20110181216</u>	Pub Dt: 07/28/2011		
	Title: SPEED-DEFINED TORQUE CONTROL			
	Patent # : NONE	Issue Dt:	Application # : 13092505	Filing Dt: 04/22/2011
25	Publication # : <u>US20110260671</u>	Pub Dt: 10/27/2011		
	Title: APPARATUS FOR SELECTING SPEED OF ELECTRICALLY COMMUTATED MOTOR FOR USE IN HVAC SYSTEM			

Dated: March 11, 2015



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

In re:
 SNTECH, INC., a Delaware corporation,
 Debtor.

CASE NO.: 2:14-BK-17914-EPB
 Chapter 11 Proceeding
 Dates: February 26, 2015, 11:00 a.m.
 March 5, 2015, 10:00 a.m.

**ORDER: (I) AUTHORIZING THE SALE OF DEBTOR'S PURCHASED ASSETS
 OUTSIDE OF THE ORDINARY COURSE OF BUSINESS FREE AND CLEAR OF ALL
 LIENS, CLAIMS, ENCUMBRANCES, AND INTERESTS; (II) AUTHORIZING THE
 ASSUMPTION, SALE, AND ASSIGNMENT OF CERTAIN EXECUTORY
 CONTRACTS AND UNEXPIRED LEASES; AND (III) GRANTING RELATED RELIEF**

SNTEch, Inc., a Delaware corporation, debtor and debtor-in-possession ("Debtor"), filed its motion for entry of an *Order: (I) Authorizing the Sale of Debtor's Purchased Assets Outside of the Ordinary Course of Business Free and Clear of All Liens, Claims, Encumbrances, and Interests; (II) Authorizing the Assumption, Sale, and Assignment of Certain Executory Contracts*

1 *and Unexpired Leases; and (III) Granting Related Relief* (the “Motion”) [ECF No. 62],¹ which
2 was originally heard by the Court on February 26, 2015, at 11:00 a.m. and continued to March 5,
3 2015, at 10:00 a.m. (the “Hearing”). Counsel’s appearances are reflected in the above-captioned
4 Court’s record of the Hearing. The Court read and considered the Motion brought pursuant to
5 Sections 105, 363, and 365 of Title 11 of the United States Code, 11 U.S.C. §§ 101, et seq. (the
6 “Bankruptcy Code”), Rules 2002, 6004, 6006, and 9014 of the Federal Rules of Bankruptcy
7 Procedure (the “Bankruptcy Rules”), and the other applicable provisions of the Bankruptcy
8 Code, the Bankruptcy Rules, and Local Bankruptcy Rules for the District of Arizona. It
9 appearing that the relief requested in the Motion is in the best interest of Debtor’s bankruptcy
10 estate, its creditors, and other parties-in-interest, and after due deliberation and sufficient cause
11 appearing therefor:²

12 **IT IS HEREBY FOUND AND DETERMINED THAT:**

13 A. **Jurisdiction and Venue.** This Court has jurisdiction to consider the Motion
14 under 28 U.S.C. §§ 157 and 1334. This is a core proceeding under 28 U.S.C. § 157(b). Venue
15 of this case and the Motion in this District is proper under 28 U.S.C. §§ 1408 and 1409.

16 B. **Statutory Predicates.** The statutory predicates for the relief sought in the Motion
17 are Sections 105(a), 363, and 365 of the Bankruptcy Code and Bankruptcy Rules 2002, 6004,
18 and 6006.

19 C. **Judicial Notice.** The Court took judicial notice of the pleadings, papers, and
20 other records in Debtor’s Chapter 11 Case pursuant to Federal Rule of Evidence 201, made
21 applicable to these proceedings pursuant to Bankruptcy Rule 9017.

22 D. **Notice.** As evidenced by the certificates of service filed with this Court and based
23 upon the representations of counsel at the Sale Hearing: (i) due, proper, timely, adequate, and

24 _____
25 ¹ Capitalized terms not otherwise defined in this Order shall have the meanings set forth in the Motion.

26 ² For the avoidance of doubt, nothing contained in this Sale Order shall impair the terms of the *Stipulated*
27 *Order Re: Carve Out to General Unsecured Creditors in Conjunction with Debtor’s Emergency Motion*
28 *Seeking Interim and Final Orders: (1) Authoring Debtor to Obtain Post-Petition Financing, (2) Granting*
Liens and Superpriority Administrative Expense, (3) Authorizing Use of Cash Collateral, and (4) Setting
and Prescribing the Form and Manner of Notice for a Final Hearing entered by the Court on February
17, 2015 [ECF No. 194] (the “Carve-Out Order”).

1 sufficient notice of the Motion, the Auction, the Sale Hearing, and the Sale, including the
2 assumption and assignment of the Assumed Contracts and Cure Amounts with respect thereto,
3 has been provided in accordance with Sections 105(a), 363, and 365 of the Bankruptcy Code and
4 Bankruptcy Rules 2002, 6004, and 6006; (ii) it appearing that no other or further notice need be
5 provided; (iii) such notice was and is good, sufficient, and appropriate under the circumstances;
6 and (iv) no other or further notice of the Motion, the Auction, the Sale Hearing, or the Sale to the
7 Prevailing Bidder is or shall be required.

8 E. **Opportunity to Object.** A reasonable opportunity to object and to be heard with
9 respect to the Motion and the relief requested therein has been given, in light of the
10 circumstances, to all interested persons and entities, including the following: (i) the U.S. Trustee;
11 (ii) all parties known to be asserting a lien on any of the Purchased Assets; (iii) the Internal
12 Revenue Service; and (iv) all of Debtor's known creditors, equity security holders, and parties-
13 in-interest entitled to notice under Bankruptcy Rule 2002(a).

14 F. **Sale Satisfies Best Interests.** Good and sufficient reasons for approval of the
15 Sale to Verde Smart Motors, Inc. (the "Prevailing Bidder") have been articulated, and the relief
16 requested in the Motion is in the best interests of Debtor, its estate, the creditors, and other
17 parties-in-interest.

18 G. **Business Justification.** Debtor has demonstrated both: (i) good, sufficient, and
19 sound business purposes and justifications for the Sale; and (ii) compelling circumstances for the
20 Sale other than in the ordinary course of business under Section 363(b) of the Bankruptcy Code
21 before, and outside of, a plan of reorganization in that, among other things, the immediate
22 consummation of the Sale is necessary and appropriate to maximize the value of Debtor's estate.
23 Entry of an order approving the Sale to the Prevailing Bidder is a necessary condition precedent
24 to consummating the Sale.

25 H. **Arm's-Length Sale.** The Asset Purchase Agreement executed by the Prevailing
26 Bidder memorializing the Prevailing Bid (the "Purchase Agreement") was negotiated, proposed,
27 and entered into by Debtor and the Prevailing Bidder without collusion, in good faith, and from
28 an arm's-length bargaining position. Neither Debtor nor the Prevailing Bidder has engaged in

1 any conduct that would cause or permit the Purchase Agreement to be avoided under Section
2 363(n) of the Bankruptcy Code. Specifically, the Prevailing Bidder has not acted in a collusive
3 manner with any person and the purchase price was not controlled by any agreement among
4 bidders.

5 I. **Good Faith Purchaser.** The Purchase Agreement was negotiated, proposed, and
6 entered into by Debtor and the Prevailing Bidder in good faith, without collusion, and from
7 arm's-length bargaining positions. The Prevailing Bidder has proceeded in good faith in all
8 respects in connection with this proceeding, is a "good faith purchaser" within the meaning of
9 Section 363(m) of the Bankruptcy Code and, as such, is entitled to all the protections afforded
10 thereby. Neither Debtor nor the Prevailing Bidder have engaged in any conduct that: (i) would
11 cause or permit the Sale transactions contemplated hereby and in accordance with the Purchase
12 Agreement to be avoided; (ii) would tend to hinder, delay, or defraud creditors; or (iii) impose
13 costs and damages under Section 363(n) of the Bankruptcy Code.

14 J. **Highest and Best Offer.** As demonstrated by the declarations and other
15 testimony and evidence proffered or adduced prior to or at the Sale Hearing: (i) Debtor has
16 adequately marketed the Purchased Assets for sale; (ii) the consideration provided for in the
17 Purchase Agreement constitutes the highest or otherwise best offer for the Purchased Assets and
18 provides fair and reasonable consideration for the Purchased Assets; (iii) the Sale pursuant to the
19 Purchase Agreement will provide a greater recovery for Debtor's creditors than would be
20 provided by any other practical available alternative; (iv) the consideration to be paid by the
21 Prevailing Bidder constitutes reasonably equivalent value and fair consideration (as those terms
22 may be defined in each of the Uniform Fraudulent Transfer Act, Uniform Fraudulent
23 Conveyance Act, and Section 548 of the Bankruptcy Code) under the Bankruptcy Code and
24 under the laws of the United States, any state, territory or possession thereof or the District of
25 Columbia, or any other applicable jurisdiction with laws substantially similar to the foregoing.
26 Debtor's determination that the Prevailing Bid constitutes the highest and best offer for the
27 Purchased Assets constitutes a valid and sound exercise of Debtor's business judgment.

28 . . .

1 K. **Consideration.** The Prevailing Bid represents a fair and reasonable offer to
2 purchase the Purchased Assets under the circumstances of the Chapter 11 Case. No other person
3 or entity or group of entities, other than the Prevailing Bidder, has offered to purchase the
4 Purchased Assets for an amount that would give greater economic value to Debtor's estate.
5 Approval of the Motion, the Prevailing Bid, the Purchase Agreement, and the consummation of
6 the Sale contemplated thereby are in the best interests of Debtor, its creditors, its estate, and all
7 other parties-in-interest.

8 L. **Free and Clear.** Debtor is the sole and lawful owner of the Purchased Assets or
9 has a valid, enforceable property interest in such Purchased Assets.³ The transfer of the
10 Purchased Assets to the Prevailing Bidder under the Purchase Agreement will be a legal, valid,
11 and effective transfer of the Purchased Assets and vests or will vest the Prevailing Bidder with
12 all right, title, and interest of Debtor to the Purchased Assets free and clear of all liens, claims (as
13 defined in Section 101(5) of the Bankruptcy Code), encumbrances, obligations, liabilities,
14 contractual commitments, or interests of any kind or nature whatsoever, including but not limited
15 to, product warranty claims and product liability claims (collectively, the "Claims") other than
16 the Assumed Liabilities.⁴ The Prevailing Bidder would not have entered into the Purchase
17 Agreement and would not consummate the Sale if the Sale to the Prevailing Bidder and the
18 assignment of the Assumed Contracts to the Prevailing Bidder were not free and clear of all

19
20 ³ For the avoidance of doubt, the Purchased Assets do not include the assets identified in Section G of the
Carve-Out Order.

21 ⁴ "Assumed Liabilities" is defined in the Purchase Agreement as "[a]t and as of the Closing, Purchaser
22 shall assume and agree to pay, perform and discharge only the following Liabilities of Seller (the
"Assumed Liabilities"):

- 23 (a) all Liabilities arising from and after the Closing Date pursuant to or in respect of all
24 Purchased Assets; provided, however, with respect to Purchased Contracts, Purchaser shall
assume Liabilities only as of the date which (and only to the extent) the Bankruptcy Court
authorizes assumption and assignment of such Contracts;
25 (b) all Liabilities for any Cure Amounts;
26 (c) all Transaction Taxes;
27 (d) all Liabilities for the portion of Periodic Taxes for which Purchaser is liable under
Section 3.3(b); and
28 (e) all Liabilities identified on Schedule 2.3."

1 Claims other than the Assumed Liabilities or if the Prevailing Bidder would, or in the future
2 could, be liable for any of the Claims. For the avoidance of doubt, all Claims other than the
3 Assumed Liabilities shall attach to the cash proceeds received by Debtor ultimately attributable
4 to the property against or in which such Claims are asserted, subject to the terms of such Claims,
5 with the same validity, force, and effect, and in the same order of priority that such Claims now
6 have against the Purchased Assets or their proceeds, if any, subject to any rights, claims, and
7 defenses Debtor or its estate may possess with respect thereto.

8 M. Debtor may sell the Purchased Assets free and clear of any Claims of any kind or
9 nature whatsoever because in each case, one or more of the standards set forth in Section
10 363(f)(1)-(5) of the Bankruptcy Code has been satisfied. Each entity with a Claim to or in the
11 Purchased Assets to be transferred on the day of the closing of the Sale of the Purchased Assets
12 to the Prevailing Bidder (the "Closing Date"): (i) has, subject to the terms and conditions of this
13 Order, consented to the Sale or is deemed to have consented to the Sale; (ii) could be compelled
14 in a legal or equitable proceeding to accept money satisfaction of such Claim; or (iii) otherwise
15 falls within the provisions of Section 363(f) of the Bankruptcy Code. Those holders of Claims
16 who did not object to the Motion are deemed, subject to the terms of this Order, to have
17 consented pursuant to Section 363(f)(2) of the Bankruptcy Code.

18 N. All holders of Claims are adequately protected by having their Claims attach to
19 the cash proceeds received by Debtor that are ultimately attributable to the property against or in
20 which such Claims are asserted, subject to the terms of such Claims, with the same validity,
21 force and effect, and in the same order of priority, which such Claims now have against the
22 Purchased Assets or their proceeds, if any, subject to any rights, claims, and defenses Debtor or
23 its estate may possess with respect thereto.

24 O. **No Fraudulent Transfer.** The Prevailing Bid and Purchase Agreement provide
25 Debtor with reasonably equivalent value and fair consideration (as those terms are defined in the
26 Uniform Fraudulent Transfer Act, the Uniform Fraudulent Conveyance Act, and the Bankruptcy
27 Code). The Purchase Agreement was not entered into for the purpose of hindering, delaying, or
28 defrauding creditors under the Bankruptcy Code and under the laws of the United States, any

1 state, territory, possession, or the State of Arizona. Neither Debtor nor the Prevailing Bidder is
2 entering into the Purchase Agreement fraudulently.

3 P. **Not a Successor.** The Prevailing Bidder: (i) is not a successor to Debtor; (ii) has
4 not, de facto or otherwise, merged with or into Debtor; (iii) is not a continuation or substantial
5 continuation of Debtor or any enterprise of Debtor; (iv) does not have a common identity of
6 incorporators, directors, or equity holders with Debtor; and (v) is not holding itself out to the
7 public as a continuation of Debtor. The: (i) transfer of the Purchased Assets to the Prevailing
8 Bidder; and (ii) assumption and assignment to the Prevailing Bidder of the Assumed Contracts,
9 including patent and other intellectual property licenses, does not and will not subject the
10 Prevailing Bidder to any liability whatsoever with respect to the operation of Debtor's business
11 before the Closing Date or by reason of such transfer under the laws of the United States, any
12 state, territory, or possession thereof, or the State of Arizona, based, in whole or in part, directly
13 or indirectly, on any theory of law or equity, including, without limitation, any theory of
14 equitable law, including, without limitation, any theory of antitrust or successor or transferee
15 liability.

16 Q. **Cure/Adequate Assurance.** The assumption and assignment of the Assumed
17 Contracts, including patent and other intellectual property licenses, pursuant to the terms of this
18 Order is integral to the Purchase Agreement and is in the best interests of Debtor, its estate, its
19 creditors, and all other parties-in-interest, and represents the reasonable exercise of sound and
20 prudent business judgment by Debtor. The Prevailing Bidder has: (i) provided adequate
21 assurance of its ability to cure any default existing prior to the date hereof with respect to the
22 Assumed Contracts within the meaning of Sections 365(b)(1)(A) and 365(f)(2)(A) of the
23 Bankruptcy Code; and (ii) to the extent necessary, provided compensation or, adequate assurance
24 of compensation to any party for any actual pecuniary loss to such party resulting from a default
25 prior to the date hereof with respect to the Assumed Contracts within the meaning of
26 Sections 365(b)(1)(B) and 365(f)(2)(A) of the Bankruptcy Code. The Prevailing Bidder's
27 promise to perform the obligations under the Assumed Contracts after the Closing Date in
28 accordance with their terms shall constitute adequate assurance of future performance within the

1 meaning of Sections 365(b)(1)(C), 365(b)(3) (to the extent applicable), and Section 365(f)(2)(B)
2 of the Bankruptcy Code.

3 R. With respect to each of the Assumed Contracts: (i) Debtor has met all of the
4 requirements of Section 365(b) of the Bankruptcy Code; (ii) the Assumed Contracts can, upon
5 the payment of the Cure Amounts, be assumed by Debtor and assigned to the Prevailing Bidder;
6 and (iii) upon such assumption and assignment, Debtor and its estate shall be forever released
7 from any and all liability under the Assumed Contracts.

8 S. **Prompt Consummation.** The Sale in accordance with the Purchase Agreement
9 must be approved and consummated promptly in order to preserve the viability of Debtor's
10 enterprise and to maximize the value of Debtor's estate for the benefit of its creditors. Time is of
11 the essence in consummating the Sale.

12 **NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, CONCLUDED,**
13 **AND DECREED AS FOLLOWS:**

14 1. **Motion is Granted.** The Motion and the relief requested therein is GRANTED
15 and APPROVED as set forth herein.

16 2. **Objections Overruled.** Any objections to the entry of this Order or the relief
17 granted herein and requested in the Motion that have not been withdrawn, waived, or settled, or
18 not otherwise resolved pursuant to the terms hereof, if any, are hereby denied and overruled on
19 the merits with prejudice.

20 3. **Approval of the Sale.** The Purchase Agreement and the Sale contemplated
21 therein are hereby approved. Pursuant to Sections 105, 363, and 365 of the Bankruptcy Code,
22 Debtor is hereby authorized to: (i) execute and perform its obligations under the Purchase
23 Agreement, along with any additional instruments or documents that may be reasonably
24 necessary or appropriate to implement the Sale pursuant to the Purchase Agreement; (ii)
25 consummate the Sale in accordance with the terms and conditions of the Purchase Agreement
26 and all additional documents and instruments contemplated thereby; and (iii) take all other and
27 further action as may be reasonably necessary to implement the Sale to the Prevailing Bidder
28 pursuant to the Purchase Agreement.

1 4. **Free and Clear.** Except as otherwise specifically provided for in the Purchase
2 Agreement or this Order, pursuant to Sections 105(a) and 363(f) of the Bankruptcy Code, Debtor
3 is authorized to transfer the Purchased Assets to the Prevailing Bidder and, as of the Closing
4 Date, the Prevailing Bidder shall take title to and possession of the Purchased Assets free and
5 clear of all Claims of any kind or nature whatsoever, with all such Claims to attach to the cash
6 proceeds received by Debtor that are ultimately attributable to the property against or in which
7 such Claims are asserted, subject to the terms of such Claims with the same validity, force, and
8 effect, and in the same order of priority, which such Claims now have against the Purchased
9 Assets or their proceeds, if any, subject to any rights, claims, and defenses Debtor or its estate
10 may possess with respect thereto.

11 5. **Valid Transfer.** Pursuant to Sections 105(a) and 363(f) of the Bankruptcy Code,
12 Debtor is authorized and directed to transfer the Purchased Assets in accordance with the terms
13 of the Purchase Agreement. As of the Closing Date: (i) the Sale to the Prevailing Bidder effects
14 a legal, valid, enforceable, and effective sale and transfer of the Purchased Assets to the
15 Prevailing Bidder, and shall vest the Prevailing Bidder with all right, title, and interest to such
16 Purchased Assets free and clear of all Claims other than the Assumed Liabilities; (ii) the
17 Purchase Agreement and the instruments contemplated thereby shall be enforceable against and
18 binding upon the Prevailing Bidder and Debtor, and not subject to rejection or avoidance by
19 Debtor or any subsequently appointed chapter 11 or chapter 7 trustee of the Debtor and its estate;
20 and (iii) the Sale to the Prevailing Bidder pursuant to the Purchase Agreement shall be free and
21 clear of all Claims except for the Assumed Liabilities, with all such Claims to attach to the
22 proceeds of the Sale in the order of their priority and with the same validity, force, and effect
23 which they now have against the Purchased Assets, subject to any rights, claims, and defenses
24 Debtor or its estate may possess with respect thereto.

25 6. This Sale Order: (i) shall be effective as a determination that, as of the Closing
26 Date: (a) no Claims relating to the Purchased Assets (other than Assumed Liabilities) will be
27 assertable against the Prevailing Bidder, its affiliates, successors, or assigns or any of their
28 respective Purchased Assets (including the Purchased Assets), (b) the Purchased Assets shall

1 have been transferred to the Prevailing Bidder free and clear of all Claims except for the
2 Assumed Liabilities, and (c) the conveyances described herein have been effected; and (ii) is and
3 shall be binding upon and govern the acts of all entities, including, without limitation, all filing
4 agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds,
5 national and international registrars of deeds, national and international registrars of patents,
6 trademarks, or other intellectual property, administrative agencies, national and international
7 governmental departments, secretaries of state, federal and local officials, and all other persons
8 and entities, whether national or international, who may be required by operation of law, the
9 duties of their office or contract, to accept, file, register, or otherwise record or release any
10 documents or instruments, or who may be required to report or insure any title or state of title in
11 or to any lease; and each of the foregoing persons and entities is hereby directed to accept for
12 filing any and all of the documents and instruments necessary and appropriate to consummate the
13 transactions contemplated by the Purchase Agreement.

14 7. If any person or entity that has filed financing statements, liens, or other
15 documents or agreements evidencing Claims against or in Debtor's estate or the Purchased
16 Assets shall not have delivered to the Prevailing Bidder prior to the Closing Date, in proper form
17 for filing and executed by the appropriate parties, termination statements, instruments of
18 satisfaction, releases of all interests that the person or entity has with respect to Debtor, its estate,
19 the Purchased Assets, or otherwise, then only with regard to Purchased Assets that are purchased
20 by the Prevailing Bidder pursuant to the Purchase Agreement and this Sale Order: (i) Debtor is
21 hereby authorized to execute and file such statements, instruments, releases, and other
22 documents on behalf of the person or entity with respect to the Purchased Assets; and (ii) the
23 Prevailing Bidder is hereby authorized to file, register, or otherwise record a certified copy of
24 this Sale Order, which, once filed, registered, or otherwise recorded, shall constitute conclusive
25 evidence of the release of all Claims against the applicable Purchased Assets other than the
26 Assumed Liabilities. This Sale Order is deemed to be in recordable form sufficient to be placed
27 in the filing or recording system of each and every federal, state, or local government agency,
28 department, or office.

1 8. All persons or entities in possession of some or all of the Purchased Assets are
2 directed to surrender possession of such Purchased Assets to the Prevailing Bidder or its
3 respective designees at the time of the Closing of the Sale.

4 9. Following the Closing Date, no holder of any Claim shall interfere with the
5 Prevailing Bidder's title to or use and enjoyment of the Purchased Assets based on or related to
6 any such Claim, or based on any actions Debtor may take in Debtor's Chapter 11 Case, or in the
7 event of a conversion of the case to a case under any other chapter of the Bankruptcy Code, any
8 such actions in that case.

9 10. All persons and entities are prohibited and enjoined from taking any action to
10 adversely affect or interfere with the ability of Debtor to transfer the Purchased Assets to the
11 Prevailing Bidder in accordance with the Purchase Agreement and this Sale Order.

12 11. To the extent provided by Section 525 of the Bankruptcy Code, no governmental
13 unit may revoke or suspend any permit or license relating to the operation of the Purchased
14 Assets sold, transferred, or conveyed to the Prevailing Bidder on account of the filing or
15 pendency of the Chapter 11 Case or the consummation of the Sale contemplated by the Purchase
16 Agreement.

17 12. **General Assignment.** On the Closing Date, this Order shall be construed and
18 shall constitute for any and all purposes a full and complete general assignment, conveyance, and
19 transfer to the Prevailing Bidder of Debtor's interests in the Purchased Assets. Each and every
20 federal, state, and local governmental agency or department is hereby authorized to accept any
21 and all documents and instruments necessary and appropriate to consummate the Sale to the
22 Prevailing Bidder pursuant to the Purchase Agreement.

23 13. **Injunction.** Except as expressly permitted by the Purchase Agreement or by this
24 Order, all persons and entities, including, but not limited to, Debtor's employees, former
25 employees, all debt security holders, equity security holders, administrative agencies,
26 governmental, tax and regulatory authorities, secretaries of state, federal, state, and local
27 officials, lenders, contract parties, lessors, trade creditors, and all other creditors, holding Claims
28 of any kind or nature whatsoever against Debtor or the Purchased Assets (whether legal or

1 equitable, secured or unsecured, matured or unmatured, contingent or noncontingent, known or
2 unknown, liquidated or unliquidated, senior or subordinated), arising under or out of, in
3 connection with, or in any way relating to, such Purchased Assets or with respect to any Claims
4 arising out of or related to the Purchased Assets, shall be and hereby are forever barred,
5 estopped, and permanently enjoined from commencing, prosecuting, or continuing in any
6 manner any action or other proceeding of any kind against the Prevailing Bidder, its property, its
7 successors and assigns, its affiliates, or such Purchased Assets. Notwithstanding the foregoing,
8 nothing herein shall prevent: (i) Debtor from pursuing an action against the Prevailing Bidder
9 arising under the Purchase Agreement or the related documents; or (ii) any administrative
10 agencies, governmental, tax and regulatory authorities, secretaries of state, federal, state, and
11 local officials from properly exercising their regulatory powers.

12 14. **Release of Claims.** Subject to Paragraphs 4 and 34 of this Order, this Order shall
13 be effective as a determination that, on the Closing Date, all Claims (other than the Assumed
14 Liabilities) of any kind or nature whatsoever existing as to the Purchased Assets prior to the
15 Closing Date have been unconditionally released, discharged, and terminated, and that the
16 conveyances described herein have been effectuated.

17 15. **Direction to Release Claims.** On the Closing Date and subject to the Claims
18 attaching to the cash proceeds of the Sale as provided for in Paragraphs 4 and 34 of this Order,
19 each of Debtor's creditors is authorized and directed to execute such documents and take all
20 other actions as may be reasonably necessary to release the Claims in the Purchased Assets, if
21 any, as such Claims may have been recorded or may otherwise exist.

22 16. **No Successor Liability.** Neither the Prevailing Bidder nor its affiliates,
23 successors, nor assigns shall be deemed, as a result of any action taken in connection with the
24 purchase of the Purchased Assets, to: (i) be a successor to Debtor or its estate; (ii) have, de facto
25 or otherwise, merged or consolidated with or into Debtor or its estate; or (iii) be a continuation or
26 substantial continuation of Debtor or any enterprise of Debtor. Except for the Assumed
27 Liabilities, the transfer of the Purchased Assets to the Prevailing Bidder shall not result in: (i) the
28 Prevailing Bidder, its affiliates, members, or shareholders or the Purchased Assets, having any

1 liability or responsibility for any claim against Debtor or against any insider of Debtor; (ii) the
2 Prevailing Bidder, its affiliates, members, or shareholders or the Purchased Assets, having any
3 liability whatsoever with respect to or be required to satisfy in any manner, whether at law or in
4 equity, whether by payment, setoff, or otherwise, directly or indirectly, any Claim; or (iii) the
5 Prevailing Bidder, its affiliates, members, or shareholders or the Purchased Assets, having any
6 liability or responsibility to Debtor except as is expressly set forth in the Purchase Agreement
7 and this Sale Order.

8 17. Without limiting the effect or scope of the foregoing and except as expressly
9 provided in the Purchase Agreement, the Prevailing Bidder shall have no successor or vicarious
10 liabilities of any kind or character, including, but not limited to, any theory of antitrust,
11 environmental, successor, or transferee liability, labor law, de facto merger or substantial
12 continuity, whether known or unknown as of the Closing Date, now existing or hereafter arising,
13 whether asserted or unasserted, fixed or contingent, liquidated or unliquidated with respect to
14 Debtor or any obligations of Debtor arising prior to the Closing Date, including, but not limited
15 to, liabilities on account of any taxes or other government fees, contributions or surcharges
16 arising, accruing or payable under, out of, in connection with, or in any way relating to the
17 operation of the Purchased Assets prior to the Closing Date, under the laws of the United States,
18 any state, territory or possession thereof or the State of Arizona.

19 18. Assumption and Assignment of the Assumed Contracts. Under
20 Sections 105(a) and 365, Debtor's assumption and assignment of the Assumed Contracts to the
21 Prevailing Bidder free and clear of all Claims pursuant to the terms set forth in the Purchase
22 Agreement is hereby approved, and the requirements of Sections 365(b)(1), 365(b)(3) and
23 365(f)(2) with respect thereto are hereby deemed satisfied. Each counterparty to an Assumed
24 Contract, including all counterparties to all patent and other intellectual property licenses, is
25 hereby forever barred, and estopped from raising or asserting against Debtor, or the Prevailing
26 Bidder, or the property of either, any assignment fee, default, breach, claim, pecuniary loss,
27 liability, or obligation (whether legal or equitable, secured or unsecured, matured or unmatured,
28

contingent or non-contingent, senior or subordinate) arising under or related to the Assumed Contract existing as of the Closing Date or arising by reason of the Closing.

19. Each licensor of a patent or other intellectual property license to which Debtor is a licensee that is being assumed and assigned under the Purchase Agreement has: (i) expressly consented to such assumption and assignment; or (ii) has received due and proper notice of such assumption and assignment, the 365 Objection Deadline, and the reserved March 10, 2015 hearing date and has not objected to the assumption and assignment provided under the Purchase Agreement, and is therefore deemed to have consented to such assumption and assignment. Notwithstanding any other provision of this Order, title to the Licenses for Intellectual Property listed in Schedule 2.1(a) is transferred to the Prevailing Bidder subject to the use restrictions set forth in the assumed and assigned Assignment and License Agreement, effective as of August 2, 2011, by and between Regal Beloit Corporation and SNTech, Inc. listed in Schedule 2.1(c).

20. There shall be no rent accelerations, assignment fees, increases (including advertising rates), or any other fees charged to the Prevailing Bidder or Debtor as a result of the assumption and assignment of the Assumed Contracts.

21. The payment of the Cure Amounts shall be in full satisfaction of any and all defaults under the Assumed Contracts, whether monetary or non-monetary, and upon payment of the Cure Amounts, any default of Debtor thereunder shall have been irrevocably cured.

22. Any provisions in any Assumed Contract that prohibit or condition the assignment of such Assumed Contract or allow the party to such Assumed Contract to terminate, recapture, impose any penalty, condition, on renewal or extension or modify any term or condition upon the assignment of such Assumed Contract, are either deemed satisfied or constitute unenforceable anti-assignment provisions that are void and of no force and effect.

23. The Prevailing Bidder has provided adequate assurance of its future performance under the relevant Assumed Contracts within the meaning of Sections 365(b)(1)(C), 365(b)(3) (to the extent applicable) and 365(f)(2)(B) of the Bankruptcy Code. All other requirements and conditions under Sections 363 and 365 of the Bankruptcy Code for the assumption by Debtor and assignment to the Prevailing Bidder of the Assumed Contracts have been satisfied.

1 24. Upon the Closing, in accordance with Sections 363 and 365 of the Bankruptcy
2 Code: (i) the Prevailing Bidder shall be fully and irrevocably vested with all right, title, and
3 interest of Debtor under the Assumed Contracts; and (ii) Debtor shall be relieved from any
4 liability for any breach of such Assumed Contracts occurring thereafter pursuant to Section
5 365(k) of the Bankruptcy Code.

6 25. To the extent any governmental license or permit is necessary for the operation of
7 the business is determined not to be an executory contract assumable and assignable under
8 Section 365 of the Bankruptcy Code, the Prevailing Bidder shall apply for and obtain any
9 necessary licenses or permits promptly after the Closing Date and to the extent permitted by law
10 such licenses or permits of Debtor shall remain in place for the Prevailing Bidder's benefit until
11 new licenses and permits are obtained. Debtor shall have no liability under such licenses or
12 permits after the Closing Date.

13 26. Paragraphs 18 through 25 of this Sale Order are subject to and conditioned upon
14 the occurrence of the Closing Date.

15 27. **Cure.** The Prevailing Bidder shall pay all Cure Amounts relative to the Assumed
16 Contracts to be assigned on the Closing Date in accordance with the terms of the Purchase
17 Agreement and Debtor shall not have any obligation to pay, or any liability for, any such Cure
18 Amounts relating to any Assumed Contracts upon the earlier of: (i) the Closing Date, or five (5)
19 Business Days after the Court enters the Sale Order; or (ii) with respect to Disputed Cure
20 Amounts, within three (3) Business Days after the amount thereof is finally determined. The
21 payment of the applicable Cure Amounts (if any) shall: (i) effect a cure of all defaults existing
22 thereunder as of the Closing Date; (ii) compensate for any actual pecuniary loss to such non-
23 Debtor party resulting from such default; and (iii) together with the assumption of the Assumed
24 Contracts by Debtor, constitute adequate assurance of future performance thereof. Except as set
25 forth in this Sale Order, the non-Debtor party to each Assumed Contract that is to be assigned on
26 the Closing Date is forever barred from asserting against Debtor, the Prevailing Bidder and any
27 of its affiliates, or any of the Purchased Assets: (i) any fee, default, breach, claim, or pecuniary
28 loss arising under or related to the Assumed Contract existing as of the Closing Date or arising

1 by reason of the closing; and (ii) any objection to the assumption and assignment of such non-
2 Debtor party's Assumed Contract.

3 28. **Binding Effect of Order.** This Order shall be binding upon and shall govern the
4 acts of all entities, including without limitation all filing agents, filing officers, title agents, title
5 companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative
6 agencies, governmental departments, secretaries of state, federal, state and local officials, and all
7 other persons and entities who may be required by operation of law, the duties of their office, or
8 contract, to accept, file, register, or otherwise record or release any documents or instruments, or
9 who may be required to report or insure any title or state of title in or to any of the Purchased
10 Assets.

11 29. **Binding on Successors.** The terms and provisions of the Purchase Agreement
12 and this Sale Order shall be binding in all respects upon Debtor, its estate, all creditors of
13 (whether known or unknown) and holders of equity interests in, Debtor, the Prevailing Bidder
14 and their respective affiliates, successors and assigns, and any affected third parties, including,
15 but not limited to, all persons asserting Claims in the Purchased Assets and all non-Debtor
16 counterparties to the Assumed Contracts, notwithstanding any subsequent appointment of any
17 trustee under any chapter of the Bankruptcy Code, as to which trustee such terms and provisions
18 likewise shall be binding. This Order and the Purchase Agreement shall inure to the benefit of
19 Debtor, its estate, the creditors, the Prevailing Bidder, and their respective successors and
20 assigns.

21 30. **Section 363(n) of the Bankruptcy Code.** The consideration provided by the
22 Prevailing Bidder for the Purchased Assets under the Purchase Agreement is fair and reasonable
23 and may not be avoided under Section 363(n) of the Bankruptcy Code.

24 31. **Good Faith.** The Sale to the Prevailing Bidder is undertaken by the Prevailing
25 Bidder without collusion and in good faith, as that term is used in Section 363(m) of the
26 Bankruptcy Code and, accordingly, the reversal or modification on appeal of the authorization
27 provided herein to consummate the Sale shall not affect the validity of the Sale (including the
28 assumption and assignment of the Assumed Contracts) with the Prevailing Bidder, unless such

1 authorization is duly stayed pending such appeal. The Prevailing Bidder is a good faith
2 purchaser of the Purchased Assets, and is entitled to all of the benefits and protections afforded
3 by Section 363(m) of the Bankruptcy Code.

4 32. **Fair Consideration.** The consideration provided by the Prevailing Bidder to
5 Debtor pursuant to the Purchase Agreement for its purchase of the Purchased Assets constitutes
6 reasonably equivalent value and fair consideration under the Bankruptcy Code, the Uniform
7 Fraudulent Transfer Act, and the Uniform Fraudulent Conveyance Act.

8 33. **Retention of Jurisdiction.** This Court retains jurisdiction, pursuant to its
9 statutory powers under 28 U.S.C. § 157(b)(2), to, among other things, interpret, implement, and
10 enforce the terms and provisions of this Sale Order, the Purchase Agreement, and all
11 amendments thereto and any waivers and consents thereunder and each of the agreements
12 executed in connection therewith, including, but not limited to, retaining jurisdiction to: (i)
13 compel delivery of the Purchased Assets to the Prevailing Bidder; (ii) compel delivery of the
14 purchase price under the Purchase Agreement or performance of other obligations thereunder
15 owed to Debtor; (iii) interpret, implement, and enforce the provisions of this Sale Order and the
16 Purchase Agreement; (iv) adjudicate, if necessary, any and all disputes concerning or relating in
17 any way to the Sale; and (v) protect the Prevailing Bidder against any Claims in Debtor or the
18 Purchased Assets of any kind or nature whatsoever attaching to the proceeds of the Sale.

19 34. **Sale Proceeds.** Any and all valid and perfected Claims in Purchased Assets of
20 Debtor shall attach to any cash proceeds of such Purchased Assets immediately upon receipt of
21 such proceeds by Debtor (or any party acting on Debtor's behalf) in the order of priority, and
22 with the same validity, force, and effect which they now have against such Purchased Assets, if
23 any, subject to any rights, claims, and defenses Debtor or its estate may possess with respect
24 thereto, and, in addition to any limitations on the use of such cash proceeds pursuant to any
25 provision of this Sale Order.

26 35. **Non-Material Modifications.** The Purchase Agreement and any related
27 agreements, documents, or other instruments may be modified, amended, or supplemented by the
28 parties thereto in a writing signed by such parties, and in accordance with the terms thereof,

1 without further order of the Court, provided that any such modification, amendment, or
2 supplement does not have a material adverse effect on Debtor's estate.

3 36. **Failure to Specify Provisions.** The failure specifically to include any particular
4 provisions of the Purchase Agreement in this Order shall not diminish or impair the effectiveness
5 of such provisions, it being the intent of the Court that the Purchase Agreement be authorized
6 and approved in its entirety; provided, however, that this Sale Order shall govern if there is any
7 inconsistency between the Prevailing Bid and the Purchase Agreement (including all ancillary
8 documents executed in connection therewith) and this Sale Order. Likewise, all of the provisions
9 of this Sale Order are nonseverable and mutually dependent.

10 37. **Acceptance of Documents.** Each and every federal, state, and local
11 governmental agency, department, or official is hereby directed to accept any and all documents
12 and instruments necessary and appropriate to consummate the transactions contemplated by the
13 Purchase Agreement.

14 38. **No Stay of Order.** Notwithstanding the provisions of Bankruptcy Rule 6004(h)
15 and Bankruptcy Rule 6006(d), this Sale Order shall not be stayed for fourteen days after the
16 entry hereof, but shall be effective and enforceable immediately upon issuance hereof. Time is
17 of the essence in closing the Sale contemplated herein, and Debtor and the Prevailing Bidder
18 intend to close the Sale as soon as practicable. Any party objecting to this Sale Order must
19 exercise due diligence in filing an appeal and pursuing a stay, or risk its appeal being foreclosed
20 as moot.

21 39. **Cooperation with Administration of the Estate.** Debtor will have reasonable
22 access, on a confidential basis, to copies of the books and records constituting Purchased Assets
23 that are required to enable its tax accountants to prepare tax filings or reports regarding Debtor's
24 ownership of the Purchased Assets prior to the Closing or the conduct of the business prior to the
25 Closing. The Prevailing Bidder and any transferred employees shall cooperate with all
26 reasonable requests of Debtor and the Committee and provide any information or documentation
27 reasonably necessary to enable Debtor to administer its estate and Debtor and the Committee to
28 reconcile claims. Except for the foregoing, the Prevailing Bidder shall not be liable for any

1 costs, fees and/or expenses associated with the administration of Debtor's estate and/or
2 reconciliation of claims, including, but not limited to: (i) any administrative fees and expenses,
3 including, without limitation, allowed administrative expenses under Section 503(b) of the
4 Bankruptcy Code; (ii) any Sale costs, fees, and expenses in connection with Debtor's obligations
5 under this Sale Order; and (iii) any rejection damages claimed in Debtor's Chapter 11 Case.

6 40. **Further Assurances.** From time to time, as and when requested by any party,
7 each party shall execute and deliver, or cause to be executed and delivered, all such documents
8 and instruments and shall take, or cause to be taken, all such further or other actions as such
9 other party may reasonably deem necessary or desirable to consummate the Sale to the
10 Prevailing Bidder including, such actions as may be necessary to vest, perfect, or confirm, of
11 record or otherwise, in the Prevailing Bidder its right, title, and interest in and to the Purchased
12 Assets.

13 41. **Consummation of Sales; Injunction.** Upon entry of this Order, no further
14 corporate action of Debtor or approval of any Debtor's equity security holders shall be required
15 to authorize Debtor to consummate the Sale contemplated by the Purchase Agreement. Except
16 as expressly permitted by this Order, all holders of claims against or equity interests in Debtor
17 shall be and hereby are forever barred, estopped, and enjoined from commencing, prosecuting, or
18 continuing in any manner any action or other proceeding of any kind against Debtor's
19 employees, officers, directors, advisors, or attorneys on account of or related to the Sale to the
20 Prevailing Party. Nothing herein shall prevent any administrative agencies, governmental, tax
21 and regulatory authorities, secretaries of state, federal, state and local officials from properly
22 exercising their regulatory powers.

23 **SIGNED AND DATED ABOVE.**