

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM381066

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Court Order Releasing Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mellon Bank, N.A.		02/28/2006	National Banking Association:
RECEIVING PARTY DATA			
Name:	Airway Industries, Inc.		
Street Address:	Airway Park		
City:	Ellwood City		
State/Country:	PENNSYLVANIA		
Postal Code:	16117		
Entity Type:	Corporation: PENNSYLVANIA		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	766545	AVANTE	
Registration Number:	880282	EUROPA	
Registration Number:	1059908	FINEMARK	
Registration Number:	1103893	AIRWAY INDUSTRIES INC.	
Registration Number:	1202710	INFINITY	
Registration Number:	1455328	ATLANTIC	
Registration Number:	1466346	GRASSHOPPER	
CORRESPONDENCE DATA			
Fax Number:	5616596313		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	561-653-5000		
Email:	peter.chiabotti@akerman.com, angela.martin@akerman.com		
Correspondent Name:	Akerman LLP		
Address Line 1:	P.O. Box 3188		
Address Line 4:	West Palm Beach, FLORIDA 33402-3188		
ATTORNEY DOCKET NUMBER:	0287936		
NAME OF SUBMITTER:	Peter A. Chiabotti		
SIGNATURE:	/Peter A. Chiabotti/		

CH \$190.00 766545

DATE SIGNED:

04/19/2016

Total Attachments: 14

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**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA**

IN RE:)	
)	Case No.: 06-20224 JKF
AIRWAY INDUSTRIES, INC.,)	
)	Chapter 11
Debtor.)	
)	Related to Docket No. 70
AIRWAY INDUSTRIES, INC.,)	
)	
Movant)	
)	
v.)	
)	
MADELEINE, L.L.C. AND THE)	
ENTITIES LISTED ON EXHIBITS B)	
AND C,)	
)	
Respondents.)	
)	

ORDER UNDER 11 U.S.C. SECTIONS 105, 363, AND 365 AND FEDERAL RULES OF BANKRUPTCY PROCEDURE 2002, 6004 AND 6006 APPROVING (I) THE TERMS OF THE ASSET PURCHASE AGREEMENT BETWEEN THE DEBTOR, TRAVELPRO INTERNATIONAL, INC., AUSTIN HOUSE, INC. AND CERBERUS PARTNERS, L.P., (II) THE SALE OF ACQUIRED ASSETS FREE AND CLEAR OF ALL LIENS AND CLAIMS, AND (III) THE ASSUMPTION AND ASSIGNMENT OF EXECUTORY CONTRACTS

Upon the Motion (the “Sale Motion”) of Airway Industries, Inc. (the “Debtor”) for an Order, Pursuant to Sections 105, 363 and 365 of Title 11 of the United States Code and Rules 2002 and 6004, 6004-1 and 6006 of the Federal Rules of Bankruptcy Procedure and the Local Rules of Bankruptcy Procedure, Approving (i) the Terms of the Asset Purchase Agreement between the Debtor, TravelPro International, Inc. (the “TPI” or the “Buyer”), Austin House, Inc. and Cerberus Partners, L.P., (ii) the Sale of Acquired Assets (as defined in the Sale Motion) Free and Clear of all Liens and Claims (as defined below), and (iii) the Assumption and Assignment of Assumed Contracts (as defined in the Sale Motion); and the Court having (a) entered an Order

dated January 26, 2006, prescribing the form and manner of notice thereof and approving bidding procedures related to the sale (the “Procedures Order”) and (b) reviewed the pleadings, considered the bids submitted, afforded all parties a reasonable opportunity to bid and heard such representations of counsel, arguments, evidence and objections as were appropriate under the circumstances.

NOW THEREFORE, based upon all of the evidence, including evidence proffered or adduced at the hearing on the Sale Motion (the “Sale Hearing”), objections and representations and argument of counsel in connection with the Sale Hearing and the Debtor’s Chapter 11 case, and after due deliberations thereon, and good cause appearing therefor,

IT IS HEREBY FOUND, CONCLUDED AND DETERMINED THAT:

A. The findings and conclusions set forth herein constitute the Court’s findings of fact and conclusions of law pursuant to Rule 7052 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent that any finding of fact shall later be determined to be a conclusion of law, it shall be so deemed, and vice versa.

B. This Court has jurisdiction to hear and determine the Sale Motion pursuant to 28 U.S.C. §§157 and 1334.

C. Venue of this proceeding is proper pursuant to 28 U.S.C. §1409(a).

D. Determination of the Sale Motion is a core proceeding under 28 U.S.C. §§157(b)(2)(A) and (N). The statutory predicates for the relief granted herein are Sections 105, 363 and 365 of the Bankruptcy Code, and Bankruptcy Rules 2002, 6004 and 9014.

E. Proper, timely, adequate and sufficient notice of the Sale Motion and the Sale Hearing has been provided in accordance with all applicable law, including without limitation,

Section 102(1) of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, 6006 and 9014 and the Procedures Order, and no other or further notice of the Sale Motion, the Sale Hearing, or the entry of this Order (the "Sale Order") is or shall be required.

F. The Debtor has established adequate business justification and compelling circumstances to authorize and permit the Debtor to sell the Acquired Assets to the Buyer prior to and in contemplation of a Chapter 11 plan.

G. The Debtor's marketing efforts and solicitations conducted in connection with the sale process were appropriate and reasonable and designed to obtain the highest and/or best price for the Acquired Assets.

H. A reasonable opportunity to bid, to object and to be heard regarding the relief requested in the Sale Motion has been afforded to all creditors, parties in interest and other entities.

I. The highest and/or best offer for the Acquired Assets is the offer made by TravelPro International, Inc. for the sum of Seventeen Million Five Hundred Thousand Dollars (\$17,500,000), the terms of which are more fully described in the Asset Purchase Agreement, dated as of January 9, 2006, by and between the Debtor, TPI, Austin House, Inc., and Cerberus Partners, L.P. (the "APA") (subject to adjustment as set forth in the APA, if any, the "Purchase Price"). The Purchase Price is fair and reasonable and constitutes fair consideration and reasonably equivalent value under the Bankruptcy Code and applicable federal, state and local law, and it is therefore in the best interests of the Debtor, its creditors and estate that the Court enter this Sale Order authorizing the relief sought in the Sale Motion.

J. Subject only to the issuance of this Sale Order, (i) the Debtor has full corporate power and authority to execute and deliver the APA in substantially the form attached to the Sale

Motion, and all other documents contemplated thereby and the sale of the Acquired Assets to the Buyer by the Debtor and all previous actions of the Debtor, its officers, and its directors in furtherance of the sale transaction (including, but not limited to, the execution of the APA) shall be deemed to have been duly and validly authorized by all necessary corporate action of the Debtor; and (ii) the Debtor has all the corporate power and authority necessary to consummate the transactions contemplated by the APA. No consents or approvals, other than those expressly provided for in the APA, are required for the Debtor to consummate such transactions.

K. The Debtor has presented good and sufficient business justification to support (i) the sale of the Acquired Assets pursuant to Section 363 of the Bankruptcy Code, and (ii) the assumption and assignment of the Assumed Contracts pursuant to Section 365 of the Bankruptcy Code, including, without limitation, good and sufficient evidence to establish that: (a) each non-debtor party to an Assumed Contract is adequately assured of future performance by the Buyer under the Assumed Contracts, and (b) any arrearages due and owing under the Assumed Contracts as of the Closing (as defined below) will be cured by the Debtor.

L. As a condition to the purchase of the Acquired Assets by the Buyer, the Buyer requires that the Acquired Assets be sold free and clear of all liens, interests and encumbrances and that the Buyer has no liability for any liabilities of the Debtor except those specified in the APA. The Buyer will not enter into and consummate the sale, thus adversely affecting the Debtor's estate, if the sale to the Buyer is not free and clear of all liens, interests and encumbrances or if the Buyer would be liable for liabilities of the Debtor other than those it specifically assumed under the APA.

M. The sale of the Acquired Assets is being consummated in good faith in accordance with *Abbot's Dairies of Pennsylvania, Inc.*, 788 F.3d 143 (3d Cir. 1986). The APA

was proposed, negotiated and entered into by the Debtor and the Buyer in good faith, from arms'-length bargaining positions and without fraud or collusion. The Buyer is not an "insider" or "affiliate" of the Debtor (as such terms are defined in the Bankruptcy Code), nor has it engaged in any conduct which would prevent the application of Section 363(m) of the Bankruptcy Code or would allow for the application of Section 363(n) of the Bankruptcy Code to the transactions referenced herein. Further, pursuant to the APA and since the Filing Date, the Debtor has been permitted to (a) solicit or to encourage the submission of inquiries, proposals or offers by third parties to purchase all or any part of the Acquired Assets and (b) perform any and all other acts related thereto, including, without limitation, supplying, information relating to the Business and the Acquired Assets of the Debtor to prospective buyers. The Buyer, thus, is a good faith purchaser under Section 363(m) of the Bankruptcy Code and in accordance with applicable law and, as such, is entitled to the protections afforded thereby. In the absence of a stay pending appeal of this Order, if any, the Buyer will be acting in good faith within the meaning of Section 363(m) of the Bankruptcy Code in closing the transactions contemplated by the APA at any time after the entry of this Sale Order.

N. The Debtor has good and marketable title to the Acquired Assets, and such Acquired Assets are property of the Debtor's estate under Section 541 of the Bankruptcy Code. The sale and transfer of the Acquired Assets contemplated by the APA (i) are or will be legal, valid and effective transfers of property of the Debtor's estate to the Buyer, and (ii) vest or will vest the Buyer with all right, title and interest in and to the Acquired Assets free and clear of all liens, interests and encumbrances under Section 363(f) and 105 of the Bankruptcy Code.

O. Under Section 345 of the Bankruptcy Code, good cause exists to allow Buyer to deliver the Escrow Amount to the Escrow Agent pursuant to Section 5.4 of the APA without requiring the Escrow Agent to collateralize or bond the Escrow Amount.

P. All of the provisions of this Sale Order are nonseverable and mutually dependent.

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

1. The Sale Motion is approved.
2. Any capitalized term in this Sale Order not otherwise defined herein shall have the meaning ascribed to it in the APA and/or Sale Motion.
3. All objections to the Sale Motion or the relief requested therein that have not been withdrawn, waived, or settled, and all reservations of rights included therein, are overruled on their merits. Those parties who did not object or who withdrew their objections are deemed to have consented to the entry of this Sale Order pursuant to Section 363(f)(2) of the Bankruptcy Code.
4. The terms and conditions of the APA are hereby approved in all respects. Pursuant to the provisions of Sections 105 and 363 of the Bankruptcy Code, the Debtor is hereby authorized and directed to sell the Acquired Assets to the Buyer, free and clear of all liens, interests and encumbrances pursuant to, and in accordance with, the terms and conditions of the APA and this Sale Order.
5. The Debtor, its officers, and its directors are authorized and directed to execute and deliver, and empowered and directed fully to 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 to take all further actions as may be requested by the

Buyer for the purpose of assigning, transferring, granting, conveying and conferring to the Buyer, or reducing to the Buyer's possession, any or all of the Acquired Assets, or as otherwise may be necessary or appropriate to the performance of the obligations as contemplated by the APA. All previous actions taken by the Debtor, its officers, and its directors in connection with the APA and this sales transaction are deemed approved.

6. Upon the Closing Date (the "Closing") and pursuant to Sections 105(a) and 363(f) of the Bankruptcy Code, except as otherwise set forth in the APA, the Acquired Assets shall be transferred to the Buyer free and clear of (i) all mortgages, security interests, conditional sale or other title retention agreements, rights of first refusal, options, pledges, liens, taxes, tax liens, judgments, demands, encumbrances, easements, restrictions or charges of any kind or nature, if any; and (ii) all debts arising in any way in connection with any acts or omissions of the Debtor, any claims (as that term is defined in Section 101(5) of the Bankruptcy Code) against the Debtor and obligations, demands, guaranties, options, rights, contractual commitments, restrictions, interests and matters of or against any of the Debtor of any kind and nature, whether arising prior to or subsequent to the commencement of this case, whether matured or unmatured, liquidated or unliquidated, whether known or unknown, and whether imposed by agreement, understanding, law, equity or otherwise, including without limitation, any claim based upon successor liability (whether statutory or otherwise) and those claims of the kind specified in Sections 502(g), 502(h) and 502(i) of the Bankruptcy Code or (iii) other interest which any person or entity has or asserts with respect to the Acquired Assets (collectively, "Liens and Claims").

7. Upon Closing, all Liens and Claims against the Acquired Assets shall, without the necessity of further action on the part of the Buyer, the Debtor or any creditor, be deemed released and discharged and shall attach to the proceeds of the sale paid by Buyer, in the order of

their priority, with the same validity, force and effect which they now have as against the Acquired Assets. Upon Closing, the creditors of the Debtor are authorized and directed to execute such documents and take all other actions as may be necessary to document the release of their Liens and Claims against the Acquired Assets, if any, as such Liens and Claims may have been recorded or may otherwise exist.

8. At Closing, all obligations owed to Madeleine L.L.C. ("Madeleine") arising pursuant to the debtor-in-possession financing approved on an interim basis by Order of this Court dated January 26, 2006, shall be paid in full. The remainder of the proceeds of the sale shall be held by the Debtor pending further order of court. As represented by counsel for Madeleine, upon further final order of this Court directing Madeleine to do so, Madeleine shall immediately repay any proceeds received by Madeleine on account of the debtor-in-possession financing to the Debtor's estate, to be held subject to further final order in an interest bearing escrow account for the benefit of the Debtor's estate at Wells Fargo Bank, N.A. or such other financial institution as is acceptable to the Debtor, Madeleine, the Committee and the United States Trustee.

9. If any person or entity that has filed financing statements or other documents or agreements evidencing an interest in the Acquired Assets shall not have delivered to the Debtor prior to the Closing, in proper form for filing and execution by the appropriate parties, termination statements, instruments of satisfaction, or releases of all Liens and Claims, the Debtor and/or the Buyer are hereby authorized and directed to execute and file such statements, instruments, releases and other documents, including, but not limited to, a copy of this Sale Order on behalf of such person or entity.

10. All persons and entities holding Liens and Claims of any kind and nature against the Debtor or with respect to the Acquired Assets, are hereby barred, restrained and enjoined from asserting such Liens and Claims against the Acquired Assets or the Buyer, its successors, designees, assigns, affiliates, shareholders, members, officers, representatives, agents, directors or trustees.

11. All persons and entities which are presently, or as of the Closing Date may be, in possession of some or all of the Acquired Assets hereby are directed to surrender possession of said Acquired Assets to the Buyer on the Closing Date.

12. Upon Closing, the Assumed Contracts shall be deemed assumed and assigned to the Buyer or its designee as of the date of the Closing and the Debtor shall pay all Cure Amounts (as defined in the Sale Motion), if any, to the non-debtor parties to the Assumed Contracts except to the extent the Cure Amount with respect to a particular Assumed Contract remains subject to an unresolved objection (the "Unresolved Cure Amounts"), which objections shall be resolved in accordance with the Procedures Order. Except for the Unresolved Cure Amounts, by issuance of this Sale Order, the Cure Amounts are, and shall be deemed to be, the total amount necessary to cure any monetary defaults in connection with the assumption of the Assumed Contracts, and therefore, (i) the Cure Amounts shall be controlling and the non-debtor parties shall forever be barred and estopped from asserting or claiming against the Debtor and its officers, directors, and shareholders, or the Buyer and its officers, directors, and shareholders, that any default exists or any additional amounts are due for the period prior to the Closing and (ii) the non-debtor parties to the Assumed Contracts are, and shall be deemed to be, adequately assured of future performance under the Assumed Contracts, within the meaning of Section 365(b)(1)(C) of the Bankruptcy Code. Pursuant to Section 365(k) of the Bankruptcy Code, the Debtor shall have no

liability for the breach of any Assumed Contract occurring after the Closing and the assignment of such Assumed Contract to the Buyer or its designee.

13. This Sale Order (i) is and, upon Closing and payment of the Purchase Price, shall be, effective as a determination that all Liens and Claims existing on the Acquired Assets before the Closing have been unconditionally released, discharged and terminated, and that the conveyance described in decretal Paragraph 5 hereof has been effected and (ii) is and shall be binding upon and govern the acts of all entities including without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal, state and local officials, and all other persons and entities who may be required by operation of law, the duties of their office, or contract, to accept, file, register or otherwise record or release any documents, including, but limited to, this Sale Order, or instruments, or who may be required to report or insure any title or state of title in or to any of the Acquired Assets.

14. The Buyer shall not be or deemed to be, as a result of any action taken in connection with the APA, responsible for any liability, debt, commitment, responsibility, or claim of any nature whatsoever, whether known or unknown, existing as of the date hereof or hereafter, arising of or against the Debtor, including, without limitation, claims for payment of any benefit accruing to the Debtor, except to the extent provided in the APA.

15. Except as explicitly provided in the APA, neither Cerberus Partners, L.P. nor any of its affiliates shall be liable to the Debtor, the Buyer, or any third party for any loss, claim, damage, cause of action, or Cure Amount related to this sale of the Acquired Assets and/or assumption and assignment of any Assumed Contract.

16. This Court retains jurisdiction to (i) enforce and implement the terms and provisions of the APA, all amendments thereto, any waivers and consents thereunder, and each of the agreements executed in connection herewith; (ii) compel delivery of the Acquired Assets to the Buyer; (iii) resolve any disputes arising under or related to the APA between or among the parties to the APA; (iv) enforce the assumption and assignment of the Assumed Contracts; (v) enforce the payment of Cure Amounts; (vi) to resolve the Unresolved Cure Amounts, and (vii) interpret, implement and enforce the provisions of this Sale Order.

17. Nothing contained in any plan of reorganization (or liquidation) confirmed in this case or the order confirming any plan of reorganization (or liquidation), nor any order entered in this case subsequent to the entry of this Sale Order (including any order dismissing the case or converting it to a Chapter 7 liquidation) shall conflict with or derogate from the provisions of the APA, any document or instrument executed in connection therewith, or the terms of this Sale Order.

18. The Buyer is entitled to all of the protections afforded by Section 363(m) of the Bankruptcy Code.

19. In the absence of a stay of this Sale Order, if the Buyer elects to close under the APA at any time after entry of this Sale Order but before it becomes a final Order, then, with respect to the APA, the Buyer shall be entitled to the protection of Section 363(m) of the Bankruptcy Code if this Sale Order or an authorization contained herein subsequently is reversed or modified on appeal.

20. As provided in Bankruptcy Rule 7062, this Sale Order shall be effective and enforceable immediately upon entry, and as provided in Bankruptcy Rules 6004(g) and 6006(d),

this Sale Order shall not be stayed during the 10-day period after its entry unless a separate stay of this Sale Order is entered by a court of competent jurisdiction.

21. The terms and provisions of the APA, together with all additional instruments and documents that may be reasonably necessary or desirable to implement the APA and also together with the terms and provisions of this Sale Order, shall be binding in all respects upon, and shall inure to the benefit of, the Debtor, its estates and creditors, and the Buyer, and their respective affiliates, successors and assigns, and any affected third parties, including, but not limited to, all persons asserting a claim against or interest in the Debtor's estate or any of the Acquired Assets to be sold to the Buyer pursuant to the APA, notwithstanding any subsequent appointment of any trustee, custodian, examiner with expanded powers or responsible officer (each a "Responsible Person") for the Debtor under any chapter or section of the Bankruptcy Code, as to which Responsible Person such terms and provisions likewise shall be binding in all respects.

22. No bulk sales laws or any similar law of any state or other jurisdiction shall apply in any way to the transfer of the Acquired Assets to the Buyer.

23. Without limiting any of the Buyer's rights under the APA, the Buyer shall be entitled to all of the rights under Section 10.9 of the APA (Access to Leased Premises/Transitional Contracts), and the Debtor is directed to take all steps necessary to implement such rights. All persons and entities (including without limitation landlords and utilities) are hereby barred, restrained and enjoined from interfering with or otherwise disrupting the Buyer's rights under Section 10.9 of the APA.

24. The failure to specifically include any particular provision of the APA in this Sale Order shall not diminish or impair the efficacy of such provisions, it being understood that the

APA in its entirety is being approved. All provisions of this Sale Order and the APA are nonseverable and mutually dependent.

25. 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 the Court, provided that any such modification, amendment or supplement does not materially and adversely affect the rights of Debtor.

26. Notwithstanding anything to the contrary in this Order, the Sale Motion in connection herewith, or the APA, the APA does not include and shall not be interpreted to include the transfer, conveyance or assignment, by Debtor, of any right, agreement, contract, asset or liability, that is supported solely by, that certain letter of credit issued by National City Bank of Pennsylvania and National City Corporation (hereinafter collectively "National City") on behalf of the Debtor, including a certain \$300,000.00 Irrevocable Standby Letter of Credit dated October 8, 2003 (and all extensions and renewals thereto, including an extension to October 31, 2006) which was issued by National City to American Casualty Company of Reading PA and/or Western Surety Company as the named beneficiary ("LOC"). Any Certificates of Deposit provided to National City by the Debtor as collateral for the LOC are not being transferred to the Buyer. The parties further agree that the liens and claims of National City Bank in the collateral securing the LOC, including a certain Certificate of Deposit in the amount of \$300,000.00, shall remain senior in priority to all other liens and claims, including but not limited to the DIP Liens, the Carve-Out claims (as identified in the Interim Order dated January 26, 2006 and any extensions or amendments thereto), and any and all replacement liens, including the DIP Senior Replacement Liens and DIP Subordinate Replacement Liens, and any other Permitted Priority Encumbrances as defined in the DIP Note. TPI shall not enter into any

transactions or contracts after the sale which result in any claims being made against the LOC.
This paragraph 26 shall be deemed to be part of the APA.

27. The Debtor shall deliver the Escrow Amount to the Escrow Agent pursuant to Section 5.4 of the APA. The Escrow Agent shall not be required to collateralize or bond the Escrow Amount.

Dated: 2/28/2006
Dated: 13:41:52


UNITED STATES BANKRUPTCY JUDGE **wmk**