

**IN IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

MY JOB MATCHER, INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 25-11280 (KBO)

(Jointly Administered)

Re: Docket Nos. 24, 110, 129, 222

NOTICE OF FILING OF PROPOSED SALE ORDER

PLEASE TAKE NOTICE that, on July 8, 2025, the above captioned debtors and debtors-in-possession (collectively, the “Debtors”) filed the *Debtors' Motion for Entry of (A) an Order (I) Scheduling a Hearing on the Approval of the Sale of All or Substantially All of the Debtors' Assets Free and Clear of All Encumbrances Other Than Assumed Liabilities and Permitted Encumbrances, and the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, (II) Approving Certain Bidding Procedures and Assumption and Assignment Procedures, and the Form and Manner of Notice Thereof, and (III) Granting Related Relief; and (B) an Order (I) Approving Asset Purchase Agreement, (II) Authorizing the Sale of All or Substantially All of the Debtors' Assets Free and Clear of All Encumbrances Other Than Assumed Liabilities and Permitted Encumbrances, (III) Authorizing the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, and (IV) Granting Related Relief* [Docket No. 24] (the “Sale Motion”). On July 28, 2025, the Court entered an order [Docket No. 110, as subsequently amended, at Docket No. 129] (the “Sale Procedures Order”) approving the bidding

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: My Job Matcher, Inc. (9880); Job.com-HV, Inc. (DE) (5873); Job.com-HV, Inc. (FL) (5873); Job.com-Fortus, Inc. (6145); Job.com-Endevis, Inc. (1956); Job.com-QCI, Inc. (4364); Princeton One-Job.com, Inc. (4752); and Princeton Search L.L.C. (6163). For purposes of these chapter 11 cases, the Debtors’ service address is 1743 Sidewinder Drive, 1st Floor, Park City, Utah 84060.

procedures requested in the Sale Motion that, among other things, scheduled a hearing September 29, 2025 at 9:30 a.m. (ET) to consider the proposed sale (the “Sale Hearing”).

On September 18, 2025, the Debtors filed the *Notice of Cancellation of Auction and Designation of Stalking Horse Bidder as the Purchaser* [Docket No. 222].

Attached hereto as **Exhibit 1** is a proposed form of order to approve the Sale Motion.

Dated: September 26, 2025
Wilmington, Delaware

MORRIS JAMES LLP

/s/ Jeffrey R. Waxman

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EXHIBIT 1

Proposed Order

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

MY JOB MATCHER, INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 25-11280 (KBO)

(Jointly Administered)

Re: Docket Nos. 24, 110, 129

**ORDER (I) APPROVING ASSET STALKING HORSE APA, (II) AUTHORIZING THE
SALE OF ALL OR SUBSTANTIALLY ALL OF THE DEBTORS' ASSETS FREE AND
CLEAR OF ALL ENCUMBRANCES OTHER THAN ASSUMED LIABILITIES AND
PERMITTED ENCUMBRANCES TO JOB.COM ACQUISITION CO., LLC, (III)
AUTHORIZING THE ASSUMPTION AND ASSIGNMENT OF CERTAIN
EXECUTORY CONTRACTS AND UNEXPIRED LEASES, AND (IV) GRANTING
RELATED RELIEF**

Upon the motion of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for an Order (I) Scheduling a Hearing on the Approval of the Sale of all or Substantially All of the Debtors’ Assets Free and Clear of All Encumbrances Other Than Assumed Liabilities and Permitted Encumbrances, and the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, (II) Approving Certain Bidding Procedures and Assumption and Assignment Procedures, and the Form and Manner of Notice Thereof, and (III) Granting Related Relief [Docket No. 24] (the “Sale Motion”)² which provided notice of the Stalking Horse Bidder and the form of Stalking Horse APA; the Court having entered an order on July 28, 2025, approving certain bid procedures in connection with the sale of the Debtors’ assets free and clear of all claims, liens and encumbrances [Docket No. 110] (as subsequently amended,

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² Capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the Sale Motion or in the Stalking Horse APA.

the “Bid Procedure Order”), the Debtors having served notice, including notice of publication, of the proposed sale consistent with the Bid Procedures Order [Docket Nos. 115, 131, 132, 154 and 162]; the Debtors having filed and served Notice of Possible Assumption and Assignment and Cure Amounts with Respect to Executory Contracts and Unexpired Leases of the Debtors [Docket No. 158] (the “Cure Notice”); the Debtors having filed the Notice of Cancellation of Auction and Designation of Stalking Horse Bidder as the Buyer, dated September 18, 2025 (the “Auction Cancellation Notice”) [Docket No. 222]; the Court having reviewed and considered the Sale Motion, the Auction Cancellation Notice; the proposed form of Stalking Horse APA, a copy of which is attached hereto as Exhibit A; the Declaration of Robert J. Corliss in Support of Chapter 11 Petitions and First Day Pleadings Filed By My Job Matcher, Inc. [Docket No. 13] (the “First Day Declaration”), the Declaration of Mark Guest in Support of the Sale Motion [Docket No. XXX] (the “Guest Sale Declaration”), and the Declaration of Matt Guill in Support of the Sale Motion [Docket No. XXX] (the “Guill Declaration,”), and the Declaration of Albert Joseph Martinez, Jr. in Support of the Purchaser’s Good Faith in Connection with the Sale of the Debtors’ Assets [Docket No. 254] (the “Martinez Declaration,” and together with the First Day Declaration, the Guest Sale Declaration, and the Guill Declaration, collectively, the “Declarations”); the letters making informal objections to the sale of certain of the Debtors’ assets filed by Michael Maurizio [Docket No. 76], Robert King [Docket No. 147], Paul Olynik [Docket No. 161], Raffaele Cotroneo [Docket No. 174], Tim Graveney [Docket No. 185]; the Limited Objection to, and Reservation of Rights Regarding Debtors’ Sale Motion and Related Notice of Possible Assumption and Assignment and Cure Amounts with Respect to Executory Contracts and Unexpired Leases of the Debtors, filed by Oracle America, Inc. [Docket No. 201]; Limited Objection of Erin Wilson, in His Capacity as Seller Representative for Team AI Corp., to the Proposed Sale of Assets [Docket

No. 220]; Amended Objection to Sale, filed by Lily Grace Investment Pty Ltd. [Docket No. 224]; the Limited Objection to the Motion for Sale, Motion to Extend Time and Request to Amend Creditor Matrix, filed by Shankar Ramalingam [Docket No. 227]; the Limited Objection to the Motion for Sale, Motion to Extend Time and Request to Amend Creditor Matrix, filed by Mohamed Pazoor [Docket No. 229]; the Limited Objection to the Motion for Sale, Motion to Extend Time and Request to Amend Creditor Matrix, filed by Dan Austin [Docket No. 230]; the Limited Objection to the Motion for Sale, Motion to Extend Time and Request to Amend Creditor Matrix, filed by Vinay Kumar [Docket No. 231]; the Limited Objection to the Motion for Sale, Motion to Extend Time and Request to Amend Creditor Matrix, filed by William Inman IV [Docket No. 232]; Objection of the Official Committee of Unsecured Creditors to the Debtors' Sale Motion and the Proposed Sale of Assets [Docket No. 253] (collectively, the "Objections"); the Court having considered the notice of publication having been made in the Wall Street Journal on August 5, 2025 [Docket No 154], and notice of the sale having been provided as required by the Court's Order approving the Bid Procedures Order dated July 28, 2025; this Court having jurisdiction over this matter pursuant to 28 U.S.C. § 1334, which was referred to the Court under 28 U.S.C. § 157 and the Amended Standing Order of Reference from the United States District Court for the District of Delaware, dated February 29, 2012; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found that this Court may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Sale Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Sale Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Sale Motion and opportunity for a

hearing on the Sale Motion were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Sale Motion and having heard the statements in support of, and in opposition to, the relief requested in the Sale Motion at a hearing before this Court held on September 29, 2025 (the “Sale Hearing”); and this Court having determined that the legal and factual bases set forth in the Sale Motion and at the Sale Hearing establish cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor;

THE COURT HEREBY FINDS AND DETERMINES THAT:³

Jurisdiction, Final Order, and Statutory Predicates

A. This Court has jurisdiction to hear and determine the Sale Motion pursuant to 28 U.S.C. § 1334(a). This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A), (N), and (O). Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

B. The statutory predicates for the relief requested in the Sale Motion are sections 105(a), 363, and 365 of the Bankruptcy Code, and Bankruptcy Rules 2002(a)(2), 4001, 6004, 6006, 9007, and 9014.

C. This Order constitutes a final order within the meaning of 28 U.S.C. § 158(a). Notwithstanding Bankruptcy Rules 6004(h) and 6006(d), and to any extent necessary under Bankruptcy Rule 9014 and Federal Rule of Civil Procedure 54(b), as made applicable by Bankruptcy Rule 7054, the Court expressly finds that there is no just reason for delay in the implementation of this Order.

³ These findings and conclusions constitute the Court’s findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. All findings of fact and conclusions of law announced by the Court at the Sale Hearing in relation to the Sale Motion are hereby incorporated herein to the extent not inconsistent herewith. To the extent that 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.

Notice of the Sale and Auction

D. Actual written notice of the Sale Motion was provided to the parties listed in paragraph 55 of the Sale Motion and paragraph 6(a) and (b) of the Bid Procedures Order as it relates to cure notices [Docket No. 158], and paragraph 11 of the Bid Procedures Order as it relates to the notice of the proposed sale [Docket s. 115, 131, 132], and publication notice of the proposed sale and Bid Procedures Order having been made in the Wall Street Journal on August 5, 2025 [Docket No. 154] and such notice was reasonably calculated to provide all interested parties with timely and proper notice of the bidding procedures, objection deadlines, auction, and Sale Hearing.

E. As evidenced by the certificates of service previously filed with the Court, proper, timely, adequate, and sufficient notice of the Sale Motion, Auction, Sale Hearing, Sale, and the transactions contemplated thereby have been provided in accordance with the Bidding Procedures Order, sections 105(a), 363, and 365 of the Bankruptcy Code, and Bankruptcy Rules 2002, 4001, 6004, 6006, and 9007. The notices described above were good, sufficient, and appropriate under the circumstances, and no other or further notice of the Sale Motion, Auction, Sale Hearing, Sale, and assumption and assignment of the Assumed Contracts is or shall be required.

F. The disclosures made by the Debtors concerning the Sale Motion, Auction, Stalking Horse APA, Sale, assumption and assignment of the Assumed Contracts, and Sale Hearing were good, complete, and adequate.

G. A reasonable opportunity to object and be heard with respect to the Sale and the Sale Motion and the relief requested therein (including the assumption and assignment of the Assumed Contracts), has been afforded to all interested persons and entities, including but not necessarily limited to the Notice Parties.

H. Insider Status. The Buyer is not an “insider” of any Debtor, as that term is defined in section 101(31) of the Bankruptcy Code.

I. [TBD].

Good Faith of Buyer

J. Pursuant to the Bidding Procedures Order, Job.com Acquisition Co., LLC, an entity formed by the Prepetition Lenders and DIP Lenders (the “Buyer”), was designated as the stalking horse bidder. The Lenders, through the Buyer, submitted a Purchase Price for the Purchased Assets consisting of:

- i. the release of the Debtors (and their respective successors and assigns) under the Existing Credit Agreement and the DIP Credit Agreement of any and all Liabilities arising under, or otherwise relating to the Existing Credit Agreement in an amount equal to \$35,000,000.00 and the DIP Credit Agreement in the amount outstanding under the DIP Credit Agreement on the closing date (the “Credit Bid and Release”); provided that the Credit Bid and Release shall be reduced dollar-for-dollar to the extent that Buyer assumes any portion of the indebtedness under the Existing Credit Agreement or the DIP Credit Agreement;
- (ii) the payment or other satisfaction of all Cure Costs; and
- (iii) the assumption of the Assumed Liabilities.

K. Also pursuant to the Bidding Procedures Order, the deadline for any interested party to submit a bid for the Purchased Assets was September 17, 2025 (the “Bid Deadline”) and, if any other qualified bids were submitted, for an auction to be held on September 22, 2025 (the “Auction”).

L. Pursuant to paragraph 26 of the Final DIP Order, and subject only to any challenge to the Prepetition Secured Obligations and section 363(k) of the Bankruptcy Code, the DIP Agent (at the direction of the Required Lenders) shall have the right to use the DIP Obligations and DIP Liens to credit bid with respect to any bulk or piecemeal sale of all or any portion of the DIP Collateral and shall not be prohibited or limited from making such credit bid “for cause” under section 363(k) of the Bankruptcy Code, and (ii) the rights of any Committee under paragraph 15 of the Final DIP Order, the Prepetition Credit Agreement Agent (at the direction of the requisite Prepetition Lenders) shall have the exclusive right to use the Prepetition Secured Obligations, Prepetition Liens, Adequate Protection Liens and Section 507(b) Claims to credit bid with respect to any bulk or piecemeal sale of all or any portion of the Prepetition Collateral and shall not be prohibited or limited from making such credit bid “for cause” under section 363(k) of the Bankruptcy Code.

M. As more fully set forth in the Guill Declaration, Configure Partners (“Configure”), the Debtors’ investment banker, conducted an exhaustive search of the market for alternative bids to that of the Buyer. In all, Configure contacted 255 parties (each a “Potential Bidder”), all of whom received (i) a non-confidential “teaser” that summarizes the Debtors’ business, assets, and financial affairs, and (ii) a form of non-disclosure agreement, and of those Potential Bidders, 20 signed forms of non-disclosure agreements and were given access to the Debtors’ data room, which included more detailed information about the Debtors’ business operations and certain other due diligence materials were made available on a confidential basis, such as a confidential information memorandum that provided a comprehensive description of the Debtors’ business strategy, an overview of the Debtors’ intellectual property and patent portfolio, a roadmap for future growth opportunities, a summary of the Debtors’ competitive marketplace, and a view of the Debtors’

historical financial performance; of the 20 Potential Bidders that signed a nondisclosure agreement, 13 accessed the Debtors' data room, and 3 Potential Bidders availed themselves of the opportunity to review the Debtors' product demonstration of the Debtors' proprietary recruitment technology and cutting-edge, AI-driven recruitment platform that redefines efficiency in recruiting, hiring, and placement through various products, including but not limited to its autonomous interviews and qualification engine.

N. As more fully set forth in the Guill Declaration, no party submitted a bid by the Bid Deadline; of the 255 Potential Bidders, 171 affirmatively declined to pursue the purchase of the Debtors' assets, and the remainder did not respond; on September 18, 2025, the Debtors filed the Auction Cancellation Notice [Docket No. 222] which gave notice that, having received no bids for the Purchased Assets, the Debtors cancelled the Auction and the Buyer, having made the highest and best bid for the Debtors' assets, including the Purchased Assets, was named the winning bidder.

O. Since the cancellation of the Auction, the Debtors and the Buyer have continued to negotiate the Stalking Horse APA, a copy of which is attached hereto as Exhibit A (the "Stalking Horse APA"), and the Stalking Horse APA was the product of good faith and arm's-length negotiations.

P. Neither the Debtors nor the Buyer has engaged in any conduct that would cause or permit the Stalking Horse APA to be avoided under section 363(n) of the Bankruptcy Code. Specifically, the Buyer has not acted in a collusive manner with any person and the Purchase Price is not controlled by any agreements among the bidders.

Q. The Auction process was duly noticed and conducted in a non-collusive, fair, and good faith manner, and a reasonable opportunity was given to any interested party to make a higher and better offer for the Purchased Assets.

R. The Buyer is purchasing the Purchased Assets in good faith, and is a good faith buyer within the meaning of section 363(m) of the Bankruptcy Code, and is therefore entitled to all of the protections afforded by that provision, and otherwise has proceeded in good faith in all respects in connection with this proceeding in that, inter alia: (a) the Buyer recognized that the Debtors was free to deal with any other party interested in acquiring the Purchased Assets; (b) the Buyer complied with the provisions in the Bidding Procedures Order; (c) the Buyer agreed to subject its bids to the competitive bidding procedures set forth in the Bidding Procedures Order; and (d) all payments to be made by the Buyer in connection with the Sale have been disclosed.

S. The Stalking Horse APA constitutes the highest and best offer for the Purchased Assets, and will provide a greater recovery for the Debtors and their estates with respect to the Purchased Assets than would be provided by any other available alternative. The Debtors' determination that the Stalking Horse APA constitutes the highest and best offer for the Purchased Assets constitutes a valid and sound exercise of the Debtors' business judgment.

No Fraudulent Transfer

T. The consideration provided by the Buyer pursuant to the Stalking Horse APA (i) is fair and reasonable, (ii) constitutes the highest and/or best offers for the Purchased Assets, and (iii) constitutes reasonably equivalent value and fair consideration for the Purchased Assets. No other person or entity or group of entities has offered to purchase the Purchased Assets for greater economic value to the Debtors' estates than the Buyer. Approval of the Sale Motion and the

Stalking Horse APA, and the consummation of the transactions contemplated thereby are in the best interests of the Debtors' estates.

U. The Buyer is not a mere continuation of either of the Debtors or their estates, and no continuity of enterprise exists between the Buyer and the Debtors or the estates. The Buyer is not holding itself out to the public as a continuation of the Debtors or the estates. The Buyer is not a successor to the Debtors or their estates, and the Sale does not amount to a consolidation, merger, or de facto merger of the Buyer and the Debtors or their estates.

Validity of Transfer

V. The Stalking Horse APA was not entered into for the purpose of hindering, delaying, or defrauding creditors. Neither the Debtors nor the Buyer are entering into the transactions contemplated by the Stalking Horse APA fraudulently for purposes of statutory and/or common law fraudulent conveyance and fraudulent transfer laws.

W. Immediately prior to Closing, Debtors will have, and, upon delivery to Buyer on the Closing Date of the instruments of transfer contemplated by Section 2.07 of the Stalking Horse APA, and upon entry of the Sale Order, Debtors will thereby transfer to Buyer and Buyer will be vested, to the maximum extent permitted by Sections 363 and 365 of the Bankruptcy Code, with good, valid, and marketable title to, or, in the case of property leased or licensed by Debtors, a valid leasehold or licensed interest in, all of the Purchased Assets, free and clear of (a) all liens and encumbrances relating to, accruing or arising any time prior to the Closing Date (collectively, "Liens"), and (b) all claims (as that term is defined in section 101(5) of the Bankruptcy Code), liabilities, obligations, demands, guaranties, options, rights, contractual commitments, restrictions, interests, and matters of any kind and nature, whether arising prior to or subsequent to the Petition Date, and whether imposed by agreement, understanding, law, equity, or otherwise (including,

without limitation, rights with respect to Claims and Liens (i) that purport to give to any party a right of setoff or recoupment against, or a right or option to effect any forfeiture, modification, profit sharing interest, right of first refusal, purchase or repurchase right or option, or termination of, any of the Debtors' estates' or the Buyer's interests in the Purchased Assets, or any similar rights, or (ii) in respect of taxes, restrictions, rights of first refusal, charges, or interests of any kind or nature, if any, including, without limitation, any restriction of use, voting, transfer, receipt of income, or other exercise of any attributes of ownership) (collectively, as defined in this clause (b), "Claims"), relating to, accruing, or arising any time prior to the Closing Date; and except for any Assumed Liabilities and Permitted Encumbrances.

Section 363(f) is Satisfied

X. The conditions of section 363(f) of the Bankruptcy Code have been satisfied in full; therefore, the Debtors may sell the Purchased Assets free and clear of any interest in the property with all Liens and Claims to attach to the proceeds of such sale.

Y. The Buyer would not have entered into the Stalking Horse APA, and would not consummate the transactions contemplated thereby, if the sale of the Purchased Assets to the Buyer was not free and clear of all Liens and Claims. The Buyer shall not be responsible for any Liens or Claims other than Liabilities which have been expressly assumed by the Buyer pursuant to the Stalking Horse APA.

Z. The Debtors may sell the Purchased Assets free and clear of all Liens and Claims against the Debtors' estates and/or any of the Purchased Assets because, in each case, one or more of the standards set forth in section 363(f)(1)-(5) of the Bankruptcy Code have been satisfied. Those holders of Liens or Claims against the Debtors' estates or any of the Purchased Assets who did not object, or who withdrew their objections, to the Sale or the Sale Motion are deemed to have

consented pursuant to section 363(f)(2) of the Bankruptcy Code. All other holders of Liens or Claims are adequately protected by having their Liens or Claims, if any, in each instance against the Debtors' estates or any of the Purchased Assets, attach to any net cash proceeds of the Sale ultimately attributable to the particular Purchased Assets in which such creditor alleges a Lien or Claim, in the same order of priority, with the same validity, force and effect that such Lien or Claim had prior to the Sale, subject to any claims and defenses that the Debtors or their estates may possess with respect thereto. Any net cash proceeds of the Sale shall be distributed solely in accordance with and subject to a confirmed chapter 11 plan.

Cure/Adequate Protection

AA. The assumption and assignment of the Assumed Contracts at Closing or through the designation rights granted to the Buyer is integral to the Stalking Horse APA, is in the best interests of the Debtors' estates, and represents a reasonable exercise of sound and prudent judgment by the Debtors. The Buyer's promises to perform the obligations under the Assumed Contracts after the later of the Closing Date or exercise of its designation rights with respect to a specific Assumed Contract shall constitute adequate assurance of future performance within the meaning of section 365(f)(2)(B) of the Bankruptcy Code.

BB. Any objections to the assumption and assignment of the Assumed Contracts are hereby overruled.

Compelling Circumstances for an Immediate Sale

CC. Good and sufficient reasons for approval of the Stalking Horse APA and the Sale have been articulated. The relief requested in the Sale Motion with respect to the Stalking Horse APA is in the best interests of the Debtors' estates. The Debtors have demonstrated both (i) good, sufficient, and sound business purposes and justifications, and (ii) compelling circumstances for a

Sale other than in the ordinary course of business, pursuant to section 363(b) of the Bankruptcy Code in that, among other things, the immediate consummation of the Sale to the Buyer is necessary and appropriate to maximize the value of the Debtors' estates. Time is of the essence in consummating the Sale.

DD. Given all of the circumstances of the Bankruptcy Cases and the adequacy and fair value of the Purchase Price under the Stalking Horse APA, the proposed Sale of the Purchased Assets to the Buyer constitutes a reasonable and sound exercise of the Debtors' business judgment and should be approved.

EE. The consummation of the Sale and the assumption and assignment of the Assumed Contracts is legal, valid, and properly authorized under all applicable provisions of the Bankruptcy Code, including, without limitation, sections 105(a), 363(b), 363(f), 363(m), and 365, and all of the applicable requirements of such sections have been complied with in respect of the transaction.

FF. No Sub Rosa Plan. Neither the Sale transaction nor the Stalking Horse APA impermissibly restructures the rights of any of the Debtors' creditors or impermissibly dictates the terms of a liquidating plan of reorganization of the Debtors. Neither the Sale transaction nor the Stalking Horse APA constitutes a *sub rosa* or *de facto* plan of reorganization or liquidation.

NOW, THEREFORE, IT IS HEREBY ORDERED:

General Provisions

1. The Sale Motion is granted and all objections to the Sale Motion or the relief requested therein with respect to the Stalking Horse APA, the sale of the Purchased Assets to the Buyer, and the assumption and assignment to the Buyer of the Assumed Contracts, that have not been withdrawn, waived, or settled as announced to the Court at the Sale Hearing or by stipulation

filed with the Court, and all reservations of rights included therein, are hereby denied and overruled with prejudice.

2. The relief requested in the Sale Motion is granted and approved with respect to the sale of the Purchased Assets to the Buyer, and the assumption and assignment to the Buyer of the Assumed Contracts, as set forth herein, and the Sale contemplated in the Sale Motion is approved with respect to the Buyer, the Purchased Assets, and the Assumed Contracts.

Approval of the Stalking Horse APA

3. The Stalking Horse APA (and all schedules and exhibits affixed thereto) and all other ancillary documents, all of the terms and conditions thereof, and the transactions contemplated therein are hereby approved and authorized.

4. Pursuant to sections 363(b) and (f) of the Bankruptcy Code, the Debtors are authorized and empowered to take any and all actions necessary or appropriate to: (i) consummate the Sale of the Purchased Assets to the Buyer pursuant to and in accordance with the terms and conditions of the Stalking Horse APA and this Order; (ii) close the Sale as contemplated in the Stalking Horse APA and this Order; and (iii) execute and deliver, perform under, consummate, implement, and close fully the Stalking Horse APA, including the assumption and assignment to the Buyer of the Assumed Contracts, together with all additional instruments and documents that may be reasonably necessary or desirable to implement the Stalking Horse APA and the Sale.

5. The terms and provisions of the Stalking Horse APA and this Order shall be binding in all respects upon, or shall inure to the benefit of, the Debtors, their estates and their creditors, Buyer and its Affiliates, successors, and assigns, and any affected third parties, including all persons asserting Claims, notwithstanding any subsequent dismissal of the Chapter 11 Cases or the appointment of any trustee, examiner, or receiver under any chapter of the Bankruptcy Code

or any other law, and all such provisions and terms shall likewise be binding on such trustee, examiner, or receiver and shall not be subject to rejection or avoidance by the Debtors, their estates, their creditors or any trustee, examiner, or receiver. Any trustee appointed for the Debtors under any provision of the Bankruptcy Code, whether the Debtors are proceeding under chapter 7 or chapter 11 of the Bankruptcy Code, shall be authorized and directed to (i) comply with the terms of the Stalking Horse APA and (ii) perform under the Stalking Horse APA without the need for further order of this Court.

6. The Stalking Horse APA, and any related agreements, documents, or other instruments, may be modified, amended, or supplemented by the parties thereto, in a writing signed by the party against whom enforcement of any such modification, amendment, or supplement is sought, and in accordance with the terms thereof, without further order of this Court; provided that any modification, amendment, or supplement that materially changes the terms of the Stalking Horse APA or any related agreements, documents, or other instruments shall be subject to further Court approval.

Title of and Transfer to Purchased Assets

7. The Debtors have adequately demonstrated that the Estates are the sole and lawful owners of the Purchased Assets, including but not limited to all of the Debtors' intellectual property. The Purchased Assets constitute property of the Debtors' estates within the meaning of section 541(a) of the Bankruptcy Code.

8. Pursuant to sections 105(a), 363(b), and 363(f) of the Bankruptcy Code, the Debtors are authorized to transfer the Purchased Assets to the Buyer on the Closing Date and, upon the Closing under the Stalking Horse APA, such transfers shall constitute legal, valid, binding, and effective transfers of such Purchased Assets and shall vest the Buyer with title to the Purchased

Assets and, upon the Debtors' receipt of the full Purchase Price, shall be free and clear of all Liens, Claims, encumbrances, and other interests of any kind or nature whatsoever, including but not limited to, successor or successor-in-interest liability and Claims, with all such Liens, Claims, encumbrances, or other interests to attach to any net cash proceeds ultimately attributable to the property against or in which such Liens, Claims, encumbrances, or interests are asserted, subject to the terms thereof, with the same validity, force and effect, and in the same order of priority, that such Liens, Claims, encumbrances, or interests now have against the Purchased Assets.

9. All persons and entities in possession of some or all of the Purchased Assets on the Closing Date are directed to surrender possession of such Purchased Assets to the Buyer or its assignee at the Closing. On the Closing Date, each of the Debtors' creditors is authorized and directed to execute such documents and take all other actions as may be reasonably necessary to release its Liens, Claims, encumbrances, or other interests in the Purchased Assets, if any, as such Liens, Claims, encumbrances, or interests may have been recorded or may otherwise exist.

10. On the Closing Date, this Order shall be construed and shall constitute for any and all purposes a full and complete general assignment, conveyance, and transfer of the interests of the Debtors or their estates in the Purchased Assets. Each and every federal, state, and local governmental agency or department is hereby directed to accept any and all documents and instruments necessary and appropriate to consummate the transactions contemplated by the Stalking Horse APA.

11. A certified copy of this Order may be filed with the appropriate clerk and/or recorded with the recorder to act to cancel any liens and other encumbrances of record.

12. If any person or entity that has filed statements or other documents or agreements evidencing Liens on, or interests in, all or any portion of the Purchased Assets shall not have

delivered to the Debtors prior to the Closing, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases of liens and easements, and any other documents necessary for the purpose of documenting the release of all Liens, Claims, encumbrances, or other interests that the person or entity has or may assert with respect to all or any portion of the Purchased Assets, the Debtors are hereby authorized and directed, and the Buyer is hereby authorized, to execute and file such statements, instruments, releases, and other documents on behalf of such person or entity with respect to the Purchased Assets.

13. This Order is and shall be effective as a determination that, on the Closing Date, all Liens, Claims, encumbrances, or other interests of any kind or nature whatsoever existing as to the Purchased Assets prior to the Closing Date, shall have been unconditionally released, discharged, and terminated, and that the conveyances described herein have been effected. This Order is and shall be binding upon and govern the acts of all persons and 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 or instruments, or who may be required to report or insure any title or state of title in or to any lease; and each of the foregoing persons and entities is hereby directed to accept for filing any and all of the documents and instruments necessary and appropriate to consummate the transactions contemplated by the Stalking Horse APA.

Assumption and Assignment of Assumed Contracts

14. The Debtors are hereby authorized and directed in accordance with sections 105(a) and 365 of the Bankruptcy Code to (a) assume and assign to the Buyer, effective upon the Closing of the Sale, the Assumed Contracts free and clear of all Liens, Claims, encumbrances, and other interests of any kind or nature whatsoever, and (b) execute and deliver to the Buyer such documents or other instruments as the Buyer reasonably deems necessary to assign and transfer the Assumed Contracts.

15. The counterparties to the Assumed Contracts (the “Counterparties”) shall each look solely to the Buyer for all Cure Amounts, as defined herein, and any amounts payable under the Assumed Contracts from and after the Closing Date.

16. The Assumed Contracts are executory contracts under section 365 of the Bankruptcy Code, and the Debtors may assume the Assumed Contracts in accordance with section 365 of the Bankruptcy Code. The Debtors may assume and assign the Assumed Contracts in accordance with sections 363 and 365 of the Bankruptcy Code. Any provisions in the Assumed Contracts that purport to prohibit or condition the assignment of the Assumed Contracts or allow the Counterparties to terminate, recapture, impose any penalty, or modify any term or condition upon the assignment of the Assumed Contracts, constitute unenforceable anti-assignment provisions that are void and of no force and effect; all other requirements and conditions under sections 363 and 365 of the Bankruptcy Code for the assumption by the Debtors and assignment to the Buyer of the Assumed Contracts have been satisfied. The Assumed Contracts shall be transferred and assigned to, and following the closing of the Sale remain in full force and effect for the benefit of, the Buyer, notwithstanding any provision in the Assumed Contracts (including those of the type described in sections 365(b)(2) and (f) of the Bankruptcy Code) that purports to

prohibit, restrict, or condition such assignment or transfer and, pursuant to section 365(k) of the Bankruptcy Code, the estates shall be relieved from any further liability with respect to the Assumed Contracts after such assignment to and assumption by the Buyer. Upon closing, in accordance with sections 363 and 365 of the Bankruptcy Code, the Buyer shall be fully and irrevocably vested in all rights and title to the applicable Assumed Contracts.

17. The amounts necessary to cure any defaults existing as of the Closing Date under the Assumed Contracts are the amounts listed on the Debtors Cure Notice filed and served in the Bankruptcy Cases, or, if applicable, such other amount(s) upon which the Debtors and any of the Counterparties may have agreed (the “Cure Amounts”). The Buyer shall pay the applicable Cure Amounts at the latest of (i) Closing, (ii) as such obligations come due, or (iii) at such later time as may be mutually agreed upon by the Buyer and any applicable Counterparties. No other defaults exist under the Assumed Contracts. The Counterparties waive, release, and are hereby precluded from asserting any claims against the Debtors or their estates for any claims arising out of or in connection with the Assumed Contracts. The Buyer shall pay the Cure Amounts to the Counterparties in full satisfaction of the Counterparties’ claims for defaults that may have arisen under the Assumed Contracts.

18. For the avoidance of doubt, in addition to the agreements listed on Schedule 2.05(a) attached to the Stalking Horse APA to be assumed and assigned pursuant to Section 2.05 of the Stalking Horse APA, Buyer is granted the right to designate in writing (the “Designation Right”) on or before Closing (such date, the “Determination Date”) which of the other Contracts the Buyer wishes to assume (the “Assumed Contracts”), conditioned upon such executory contracts or leases primarily arising from or related to the Debtors’ operations. All Contracts which Buyer does not designate in writing for assumption shall not be considered Assumed Contracts or Purchased

Assets and shall automatically be deemed “Excluded Contracts” (and for the avoidance of doubt, Buyer shall not be responsible for any related Cure Claims from Excluded Contracts).

19. For all executory contracts or leases arising from or related to the Debtors’ operations, Buyer shall be responsible for all costs incurred between the Closing Date and the earlier of (i) the Determination Date and (ii) the date in which the executory contract or lease is deemed an Excluded Contract.

Prohibition of Actions against the Buyer

20. Except as otherwise provided in this Order or the Stalking Horse APA, the Buyer shall not have any liability or other obligation to the Debtors’ estates arising under or related to the sale of the Purchased Assets. Without limiting the generality of the foregoing, and except as otherwise provided herein or in the Stalking Horse APA, the Buyer shall not be liable for any Claims against the estates, and the Buyer shall have no successor or vicarious liabilities of any kind or character, including, but not limited to, under any theory of antitrust, environmental, successor or transferee liability, under any recalls for Products sold prior to the Closing Date, labor law, de facto merger, mere continuation, or substantial continuity, whether known or unknown as of the Closing Date, now existing or hereafter arising, whether fixed or contingent, whether asserted or unasserted, whether legal or equitable, whether liquidated or unliquidated.

21. All persons and entities holding Liens, Claims, encumbrances, or other interests of any kind or nature whatsoever against or in all or any portion of the Purchased Assets (whether legal or equitable, secured or unsecured, matured or unmatured, contingent or non-contingent, liquidated or unliquidated, senior or subordinate), hereby are forever barred, estopped, and permanently enjoined from asserting against the Buyer, its Affiliates, its successors or assigns, its property, or the Purchased Assets, such persons’ or entities’ Liens, Claims, encumbrances, or

interests in and to the Purchased Assets, including, without limitation, the following actions: (i) commencing or continuing in any manner any action or other proceeding against the Buyer, its Affiliates, its successors, assets or properties; (ii) enforcing, attaching, collecting, or recovering in any manner any judgment, award, decree, or order against the Buyer, its Affiliates, its successors, assets or properties; (iii) creating, perfecting, or enforcing any Lien or other Claim against the Buyer, its Affiliates, its successors, assets, or properties; (iv) asserting any setoff, right of subrogation, or recoupment of any kind against any obligation due the Buyer, its Affiliates, or its successors; (v) commencing or continuing any action, in any manner or place, that does not comply or is inconsistent with the provisions of this Order or other orders of the Court, or the agreements or actions contemplated or taken in respect thereof; or (vi) revoking, terminating or failing or refusing to transfer or renew any license, permit, or authorization to operate any of the Purchased Assets or conduct any of the businesses operated with the Purchased Assets. On the Closing Date, each creditor is authorized and directed to execute such documents and take all other actions as may be necessary to release Liens, Claims, encumbrances, and other interests in or on the Purchased Assets, if any, as provided for herein, as such Liens, Claims, encumbrances, or interests may have been recorded or may otherwise exist.

22. All persons and entities are hereby forever prohibited and enjoined from taking any action that would adversely affect or interfere with the ability of the Debtors to sell and transfer the Purchased Assets to the Buyer in accordance with the terms of the Stalking Horse APA and this Order.

23. The Buyer has given substantial consideration under the Stalking Horse APA for the benefit of the Debtors' estates, including postpetition financing. The consideration given by the Buyer shall constitute valid and valuable consideration for the releases of any potential Claims

and Liens pursuant to this Order, which releases shall be deemed to have been given in favor of the Buyer by all holders of Liens against or interests in, or Claims against, the Debtors' estates or any of the Purchased Assets. The consideration provided by the Buyer for the Purchased Assets under the Stalking Horse APA is fair and reasonable and may not be avoided under section 363(n) of the Bankruptcy Code.

24. Nothing in this Order or the Stalking Horse APA releases, nullifies, or enjoins the enforcement of any liability to a governmental unit under police and regulatory statutes or regulations that any entity would be subject to as the owner or operator of property after the date of entry of this Order. Nothing in this Order or the Stalking Horse APA authorizes the transfer or assignment to the Buyer of any license, permit, registration, authorization, or approval of or with respect to a governmental unit without the Buyer's complying with all applicable legal requirements under non-bankruptcy law governing such transfers or assignments.

Other Provisions

25. The transactions contemplated by the Stalking Horse APA are undertaken by the Buyer without collusion and in good faith, 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, unless such authorization and the Sale are duly stayed pending such appeal. The Buyer is a good faith buyer and, as such, shall have the full protections of section 363(m) of the Bankruptcy Code.

26. No bulk sales law or any similar law of any state or other jurisdiction applies in any way to the Sale.

27. The failure specifically to reference any particular provision of the Stalking Horse APA in this Order shall not diminish or impair the effectiveness of such provision, it being the

intent of the Court that the Stalking Horse APA is authorized and approved in its entirety; provided, however, that this Order shall govern if any inconsistency exists between the Stalking Horse APA (including all ancillary documents executed in connection therewith) and this Order. Likewise, all of the provisions of this Order are nonseverable and mutually dependent.

28. The Court shall retain jurisdiction to, among other things, interpret, implement, and enforce the terms and provisions of this Order and the Stalking Horse APA, all amendments thereto and any waivers and consents thereunder and each of the agreements executed in connection therewith to which one or more of the Debtors' is party or which has been assigned by the Debtors to the Buyer, and to adjudicate, if necessary, any and all disputes concerning or relating in any way to the Sale, including, but not limited to, retaining jurisdiction to: (a) compel delivery of the Purchased Assets to the Buyer; (b) interpret, implement, and enforce the provisions of this Order; (c) protect the Buyer against any alleged Liens, Claims, encumbrances, or other interests in or against the Purchased Assets of any kind or nature whatsoever; and (d) enter any orders under sections 363 and/or 365 of the Bankruptcy Code with respect to the Assumed Contracts.

29. Time is of the essence in closing the sale and the Debtors and Buyer intend to close the sale as soon as practicable. Pursuant to Federal Rules of Bankruptcy Procedure 7062, 9014, 6004(h), and 6006(d), this Order shall be effective immediately upon entry and the Debtors and the Buyer are authorized to close the Sale immediately upon entry of this Order.

30. Notwithstanding the provisions of Bankruptcy Rules 6004(h) and 6006(d) or any applicable provisions of the Local Rules, this Sale Order shall not be stayed after the entry hereof, but shall be effective and enforceable immediately upon entry, and the 14-day stay provided in Bankruptcy Rules 6004(h) and 6006(d) is hereby expressly waived and shall not apply.

31. All time periods set forth in this Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

32. To the extent that this Order is inconsistent with any prior order or pleading with respect to the Sale Motion, the terms of this Order shall govern.