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13 **UNITED STATES BANKRUPTCY COURT**
14 **CENTRAL DISTRICT OF CALIFORNIA**
15 **LOS ANGELES DIVISION**

16 In re) Case No. 13-bk-27689-WB
17)
COLOREP, INC.,) Chapter 11
18 a California corporation, *et al.*,) (Jointly Administered)
19)
Debtors.) **MOTION FOR ORDER: (A)**
20 Tax I.D. Nos. 94-3055026 (Colorep, Inc.) and) **APPROVING SALE AND BID**
21 54-1200596 (Transprint USA, Inc.)) **PROCEDURES FOR THE SALE OF**
22) **SUBSTANTIALLY ALL THE ASSETS**
23) **OF DEBTORS; (B) SCHEDULING AN**
24) **AUCTION AND HEARING TO**
25) **CONSIDER THE SALE AND APPROVE**
26) **THE FORM AND MANNER OF NOTICE**
27) **RELATED THERETO; (C)**
28) **ESTABLISHING PROCEDURES**
) **RELATING TO THE ASSUMPTION**
) **AND ASSIGNMENT OF CERTAIN**
) **CONTRACTS; AND (D) GRANTING**
) **OTHER RELATED RELIEF**
) **DATE: [DATE]**
) **TIME: [TIME]**
) **PLACE: COURTROOM 1475**
) **255 EAST TEMPLE STREET**
) **LOS ANGELES, CA 90012**

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1 This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue is proper before this Court
2 pursuant to 28 U.S.C. §§ 1408 and 1409.

3 **II.**
4 **BACKGROUND**

5 5. On July 10, 2013 (the “**Petition Date**”), Colorep and Transprint commenced these
6 cases (the “**Chapter 11 Cases**”) by filing voluntary petitions for relief under chapter 11 of the
7 Bankruptcy Code. The Debtors have continued in the possession of their property and have
8 continued to operate and manage their business as debtors in possession, pursuant to sections
9 1107(a) and 1108 of the Bankruptcy Code.

10 6. No official committee, trustee or examiner has been appointed in either of the Chapter
11 11 Cases.

12 7. Debtors are companies focused on industrial printing applications in the textile
13 industry. Specifically, Debtors hold the patents for a process for dying and decorating fabric, which
14 is widely regarded as revolutionary. Beginning in 2007, Colorep licensed this technology to
15 manufacturers and resellers, which licensing continues to be very profitable for Colorep.

16 8. At the end of 2007, Colorep acquired Transprint, included in such acquisition were
17 Transprint’s headquarters and manufacturing facility in Harrisonburg, Virginia. In addition to their
18 production and manufacturing facility in Harrisonburg, Virginia, the Debtors maintain sales
19 operations in Charlotte, North Carolina and New York, New York. Although the Debtors’
20 operations are geographically dispersed, and each of the Debtors have different asset bases and
21 different creditor constituencies, the business of the Debtors is conducted in a centralized manner as
22 parts of a unified whole.

23 9. The factual background relating to the commencement of the Chapter 11 Cases is set
24 forth in detail in the *Declaration of Mark A. Fox In Support of Emergency First Day Motions* [D.I.
25 13] (the “**Fox Declaration**”) filed on July 11, 2013 and incorporated by reference as if set forth in its
26 entirety herein¹.

27
28 ¹ Terms capitalized, but not otherwise defined, herein shall be given the meaning assigned to such terms in the Fox Declaration.

1 **III.**
2 **EVENTS LEADING TO THE SALE OF DEBTORS' ASSETS**

3 10. Severe cash flow restraints leading up to the Petition Date resulted in a reduction of
4 the availability of the Debtors' product and challenged key vendor and customer relationships.

5 11. In or around June 2011, Colorep, as borrower, entered into that certain Amended and
6 Restated Loan and Security Agreement with Meserole, LLC ("**Meserole**"), and Transprint and Beta
7 Color LLC, a non-debtor affiliate of Debtors ("**Beta**"), each entered into a Guaranty and Security
8 Agreement in favor of Meserole (together with all documents, instruments, certificates, opinions,
9 notices, filings and recordings, (as amended and modified from time to time, the "**Meserole Pre-**
10 **Petition Loan Documents**"). Pursuant to the Meserole Pre-Petition Loan Documents, the Debtors
11 and Beta had the ability to borrow on a revolving basis up to \$25 million on the terms and conditions
12 set forth in the Meserole Pre-Petition Loan Documents. In exchange, the Debtors granted Meserole
13 a first priority lien on virtually all property of any type or nature owned by Colorep, Transprint, and
14 Beta and whether then existing or thereafter acquired and the proceeds thereof (the "**Pre-Petition**
15 **Collateral**" and together with the DIP Collateral, as defined below, the "**Assets**").

16 12. As of the Petition Date, Meserole claims to be owed approximately \$20 million,
17 exclusive of interest, fees, costs, and expenses. As the Debtors' primary secured lender, Meserole
18 asserts a validly perfected, first priority lien on virtually all of the Assets.

19 13. As set forth more fully in the DIP Motion, during the weeks leading up to the Petition
20 Date, Meserole made several emergency protective advances to permit the Debtors to continue to
21 operate, and through the DIP Motion Meserole (and potentially other DIP Lenders) has committed to
22 advance up to an additional \$2 million to permit the Debtors to continue to operate in the ordinary
23 course of business through to the closing of a sale of the Assets.

24 14. Approximately one year ago, the Debtors commenced a process to obtain a capital
25 infusion for the Debtors. In connection with that effort, the Debtors engaged Ardour Capital and
26 third party vendor BMC, to create and maintain a data room containing all information relevant to
27 educating proposed investors or parties otherwise interested in entering into a transaction with
28 Colorep and Transprint. Notwithstanding the Debtors' effort, and the availability of the data room

1 and the availability of information concerning the Assets and other aspects of the Debtors' business,
2 the Debtors did not receive any viable proposal for a capital infusion and no party who reviewed the
3 information maintained in the data room made an acquisition offer.

4 15. The Debtors' believe that the Bid Procedures (defined below), deadlines and hearing
5 dates proposed herein will enable these estates to efficiently consummate a sale of the Assets at an
6 auction to the highest or otherwise best bidder under the circumstances of these Chapter 11 Cases.

7 **IV.**
8 **RELIEF REQUESTED**

9 16. Pursuant to this Motion, the Debtors request that the Court, among other things:

10 a. approve the proposed sale procedures (the "**Bid Procedures**") for an auction
11 (the "**Auction**") of the Assets, subject to the parameters set forth in the Bid Procedures, attached
12 hereto as Exhibit A;

13 b. approve the procedures set forth for the assumption and assignment of certain
14 executory contracts and unexpired leases in connection with the sale (the "**Cure Procedures**");

15 c. establish a deadline for the submission of bids and a date for holding the
16 Auction and approve certain procedures in connection therewith;

17 d. schedule a hearing (the "**Sale Hearing**") to approve any sale transaction(s) to
18 the highest or otherwise best bidder for the Assets (the "**Successful Bidder**" and such Bid, the
19 "**Successful Bid**") and establish deadlines for objections and responses to the relief requested in this
20 Motion relating to the approval of the sale (the "**Sale Motion**"); and

21 e. approve the form and manner of notices to be served upon certain parties
22 including: (i) the form of Sale and Bid Procedures Notice (defined below), substantially in the form
23 attached hereto as Exhibit B, to be served on the Sale and Bid Procedures Notice Parties (defined
24 below) providing notice of the Bidding Procedures Hearing and the objection deadline with respect
25 thereto; (ii) the form of notice, substantially in the form attached hereto as Exhibit C, to be served on
26 all known creditors of the Debtors (the "**Creditor Notice**") providing notice of the Sale Hearing and
27 the objection deadline with respect thereto; and (iii) the form of notice to contract and lease
28 counterparties in conjunction with the proposed sale and potential assumption and assignment of

1 such contract or lease, in substantially the form attached hereto as Exhibit D (the “**Cure Notice**”)
2 and the objection deadline with respect thereto.

3 **V.**
4 **SALE HEARING**

5 17. The Debtors request that the Court schedule the Sale Hearing on or before **August 28,**
6 **2013**, in order to allow for entry of a sale order and closing of the sale by no later than the sixtieth
7 day following the Petition Date, and that objections, if any, to the Sale Motion and Cure Notice be
8 filed no later than two (2) business days prior to the Sale Hearing. Closing of the sale on or before
9 September 6, 2013 is necessary because the DIP Financing and use of cash collateral approved by
10 this Court pursuant to the Interim DIP Order and proposed final DIP Order provides the Debtors
11 with funding only through that date.

12 **VI.**
13 **PROPOSED BID PROCEDURES**

14 18. The Bid Procedures are attached hereto as Exhibit A. The Bid Procedures are
15 summarized as follows:

16 a. Assets to be Sold. The Assets that are being sold comprise the following
17 general categories of property owned or held by the Debtors, regardless of which of the Debtors
18 claims to hold title to or the right to control disposition of, or to receive proceeds from the
19 disposition of, any individual asset or assets: (a) substantially all of tangible and intangible personal
20 property owned by the Debtors that is useful in the operation of the Debtors’ businesses; (b) real
21 estate owned by the Debtors; (c) certain executory contracts and unexpired leases of the Debtors, to
22 be specified by the Successful Bidder; (d) intellectual property, including patents, trademarks,
23 copyrights and related interests; (e) the equity securities held by the Debtors in certain of their
24 subsidiaries; (f) cash and accounts receivables; and (g) such other property of the Debtors designated
25 by the buyer, provided however, that cash and receivables in amounts to be set forth in an APA, as
26 defined below, executed between the Debtors and the Successful Bidder shall remain in the Debtors’
27 estates to be used in satisfaction of administrative expense claims and those amounts determined
28 necessary to cover the Debtors’ wind-down expenses, as more specifically described in section 1.1

1 of the APA, defined below. The Assets do not include any causes of action arising under Chapter 5
2 of the Bankruptcy Code or any causes of action against third parties currently held by the Debtors,
3 except specifically as follows: (x) all causes of action against account receivable debtors of the
4 Debtors or other similar action shall constitute Assets subject to the Bid Procedures; and (y) in the
5 event that Meserole is the Successful Bidder by Credit Bid made in accordance with the Bid
6 Procedures, Meserole shall acquire all causes of action held by the Debtors and Sellers against
7 Meserole, any DIP Lender, and any agent, representative or affiliate of either, whether arising under
8 the Bankruptcy Code or other applicable law and such causes of action shall constitute Assets solely
9 in connection with such sale.

10 b. Potential Bidders. Any person interested in participating in the bidding
11 process for all or a portion of the Assets (each a “**Prospective Bidder**”) must satisfy the
12 requirements set forth in the Bid Procedures.

13 c. Qualified Bidders. A “**Qualified Bidder**” is a Prospective Bidder (or
14 combination of Prospective Bidders whose bids for the Assets do not overlap and who are also
15 referred to in the Bid Procedures as a single qualified bidder) that delivers the documents described
16 in the Bid Procedures with respect to its proof of financial ability to perform and otherwise satisfies
17 the requirements of the Bid Procedures Order and the procedures set forth herein, and that the
18 Debtors, in their discretion and in consultation, with any official committee, if one is formed in this
19 case, and with Meserole, so long as Meserole is not then participating in the Auction, determine is
20 likely to submit a *bona fide* offer for the Assets and to be able to consummate the sale if selected as a
21 Successful Bidder, as defined below. Meserole is a Qualified Bidder and is deemed to satisfy all
22 requirements set forth in the Bid Procedures, except as to credit bidding, which Meserole may satisfy
23 up to the time of the Auction.

24 d. Bidding Process. The Debtors and their advisors, shall: (i) determine whether
25 a Prospective Bidder is a Qualified Bidder; (ii) coordinate the efforts of Prospective Bidders in
26 conducting their due diligence investigations, as permitted by the provisions of the Bid Procedures;
27 (iii) receive offers from the Qualified Bidders; and (iv) negotiate any offers made to purchase the
28 Assets (collectively, the “**Bidding Process**”). The Debtors may adopt rules for the Auction at or

1 prior to the Auction that, in their reasonable discretion will better promote the goals of the Auction
2 and that are not inconsistent with any provisions of the Bid Procedures Order. All such rules will
3 provide that all bids shall be made and received in one room, on an open basis, and all other
4 Qualified Bidders shall be entitled to be present for all bidding with the understanding that the true
5 identity of each Qualified Bidder (*i.e.*, the principals submitting the bid) shall be fully disclosed to
6 all other Qualified Bidders and that all material terms of each Qualified Bid, defined below, will be
7 fully disclosed to all other Qualified Bidders throughout the entire Auction.

8 e. Bid Deadline. The Debtors propose that the deadline for submitting bids by a
9 Qualified Bidder shall be **August 19, 2013 at 4:00 p.m. prevailing eastern time** (the “**Bid**
10 **Deadline**”). Prior to the Bid Deadline, a Qualified Bidder that desires to make an offer, solicitation
11 or proposal (a “**Bid**”) shall deliver written copies of its Bid to the Debtor, with copy to Debtor’s
12 Counsel, and to counsel for any Official Committee appointed in this case. A Bid received after the
13 Bid Deadline shall not constitute a Qualified Bid; provided, however, that Meserole may submit a
14 credit bid for the Assets at or prior to the Auction as set forth below.

15 f. Bid Requirements. The Debtors propose that, to be eligible to participate in
16 the Auction, each Bid and each Qualified Bidder submitting such a Bid must be determined by the
17 Debtors to satisfy each of the following conditions, unless waived or modified by the Debtors in
18 their discretion:

19 (1) Good Faith Deposit. Each bid must be accompanied by a deposit (the
20 “**Good Faith Deposit**”) in the form of a wire transfer, certified check or cashier’s
21 check, in the amount of \$750,000. The Debtors reserve the right to modify the
22 amount of the Good Faith Deposit in their discretion. Meserole is not required to post
23 a deposit.

24 (2) Minimum Bid. The consideration proposed by the Bid may include
25 only cash and/or other consideration in an amount of no less than \$9,000,000 (the
26 “**Minimum Bid**”). Notwithstanding the forgoing, Meserole may make a Qualified
27 Bid for the Assets securing its claims to the fullest extent permitted by section 363(k)
28 of the Bankruptcy Code (a “**Credit Bid**”), and Credit Bid may include some or all of

1 the DIP Loan, together with some or all of the obligations owed under the Meserole
2 Prepetition Loan Documents.

3 (3) Irrevocable. All Bids must be irrevocable until two (2) business days
4 after the Assets have been sold pursuant to the closing of the sale or sales approved
5 by the Bankruptcy Court (the “**Termination Date**”).

6 (4) Principal Terms. A Bid must be in the form of an executed purchase
7 agreement in the form of the Asset Purchase Agreement (the “**APA**”) to be filed
8 under separate cover prior to the hearing on the Motion. The APA must include a
9 commitment to close by no later than September 6, 2013. A Bid should propose a
10 contemplated transaction involving all or substantively all of the Assets, provided,
11 however, that the Debtors in their discretion may consider proposals for less than
12 substantively all of the Assets, provided further that the Debtors will evaluate all
13 Bids, in their sole discretion, to determine whether such Bid or combination of Bids
14 maximizes the value of the Debtors’ estates as a whole.

15 For the avoidance of any doubt, the Debtors note that Bids do not have to be for substantially all of
16 the Assets, provided that the other requirements of the Bid Procedures are satisfied.

17 (1) Contingencies. A Bid may not be conditioned on obtaining financing
18 or any internal approval or on the outcome or review of due diligence, but may be
19 subject to the accuracy in all material respects at the closing of specified
20 representations and warranties at or before closing or the satisfaction in all material
21 respects at the closing of specified conditions.

22 (2) Financing Sources. A Bid must contain written evidence of a
23 commitment for financing or other evidence of the ability to consummate the sale
24 satisfactory to the Debtors with appropriate contact information for such financing
25 sources.

26 (3) No Fees Payable to Qualified Bidder. A Bid may not request or entitle
27 the Qualified Bidder to any breakup fee, termination fee, expense requirement or
28 similar type of payment. Moreover, by submitting a Bid, a Prospective Bidder shall

1 be deemed to waive the right to pursue a substantial contribution claim under section
2 503 of the Bankruptcy Code related in any way to the submission of its Bid or the Bid
3 Procedures.

4 g. Qualified Bids. The Debtors propose that a bid received from a Qualified
5 Bidder before the Bid Deadline that meets the above requirements shall constitute a “**Qualified**
6 **Bid**,” provided however that the Debtors believe, in their reasonable discretion and in consultation
7 with any Official Committee, if one is formed in this case, and with Meserole, that such a bid would
8 be consummated if selected as the Successful Bid. The Debtors shall have the right to reject any and
9 all bids that they believe, in their reasonable discretion, do not comply with the Bid Procedures.

10 h. Credit Bidding. To the extent that any party believes it is entitled to and
11 wishes to submit a credit bid at the Auction (the “**Prospective Credit Bid Parties**”), such party
12 must, by no later than the Bid Deadline submit a notice to the Bid Notice Parties in writing, in the
13 form described in more detail in the Bid Procedures, indicating its desire to credit bid (the “**Credit**
14 **Bid Notice**”). The Debtors, in reasonable consultation with any Official Committee, if one is
15 formed in this case, and Meserole, shall determine whether any Prospective Credit Bid Parties have a
16 valid, perfected, first priority security interest not subject to bona fide dispute, as determined by
17 applicable law, in the Assets for determining whether a Prospective Credit Bid Party is permitted to
18 credit bid at the Auction.

19 (1) Auction. The Debtors will conduct the Auction to determine the
20 highest or otherwise best bid with respect to the Assets. The Debtors shall provide all
21 Qualified Bidders with copies of all Qualified Bids in advance of the Auction, but
22 may exclude any confidential financial information, as determined by the Debtors in
23 their reasonable discretion or which has been so designated by the Qualified Bidder.
24 Unless otherwise designated by the Debtors, the Debtors propose that the Auction
25 shall commence on August 22, 2013 in the offices of Debtors' counsel, Stutman,
26 Treister & Glatt, P.C., 1901 Avenue of the Stars, 12th Floor, Los Angeles, CA 90067.
27 In the event no Qualified Bids or only one Qualified Bid is received, then the Debtors
28 shall not conduct the Auction. If only one Qualified Bid is received, then the Debtors

1 shall submit that Qualified Bid to the Court for approval as the Successful Bid.

2 (2) In advance of the Auction, the Debtors will notify all Qualified
3 Bidders of (i) the highest or best Qualified Bid, as determined by the Debtors in their
4 discretion (the “**Initial Auction Bid**”) and (ii) the time and place of the Auction. The
5 Debtors shall also provide copies of all Qualified Bids to all Qualified Bidders and
6 Meserole.

7 (3) Only a Qualified Bidder that has submitted a Qualified Bid is eligible
8 to participate at the Auction. Only the authorized representative of each of the
9 Qualified Bidders and the Debtors shall be permitted to attend.

10 (4) During the Auction, bidding shall begin with the Initial Auction Bid
11 except as otherwise set forth herein, the Debtors may conduct the Auction in the
12 manner they determine will result in the highest or best offer for the Assets.

13 (5) Any overbid made after the Initial Auction Bid shall be made in
14 increments of at least \$100,000. Such overbid may take the form of an all cash bid, a
15 credit bid (with respect to Meserole or other secured parties, if any), or a combination
16 of both.

17 (6) The Auction shall continue until the Successful Bidder has been
18 determined by the Debtors, in consultation with any Official Committee, if one has
19 been formed in this case, and Meserole, so long as Meserole is not then participating
20 in the Auction. The Successful Bidder shall be the Qualified Bidder making the
21 highest or otherwise best bid at the auction for the Assets.

22 (7) Additional provisions regarding the conduct of the Auction are set
23 forth in the Bid Procedures.

24 (8) Upon conclusion of the bidding, the Auction shall be closed, and the
25 Debtors shall immediately identify the highest or otherwise best offer for the Assets
26 (which may be an aggregate of bids for less than all of the Assets), and the entity
27 submitting such Successful Bid, which highest or otherwise best offer will provide
28 the greatest amount of net value to the Debtors and the next highest or otherwise best

1 offers after the Successful Bid (the “**Back-Up Bids**”) and the entities submitting the
2 Back-Up Bids (the “**Back-Up Bidders**”), and advise the Qualified Bidders of such
3 determination. As stated above, all Bids must be irrevocable until the Termination
4 Date, which is two (2) business days after the Assets have been sold pursuant to the
5 closing of the sale or sale approved by the Bankruptcy Court.

6 i. Acceptance of Successful Bid. The Debtors shall sell the Assets to the
7 Successful Bidder upon approval of the Successful Bid by the Bankruptcy Court at the Sale Hearing.
8 The Debtors’ presentation of a particular Qualified Bid to the Bankruptcy Court for approval does
9 not constitute the Debtors’ acceptance of such Qualified Bid. The Debtors will be deemed to have
10 accepted a Qualified Bid only when the Qualified Bid has been approved by the Bankruptcy Court at
11 the Sale Hearing.

12 **VII.**
13 **NOTICE OF SALE HEARING**

14 19. As noted above, the Debtors request that the Court schedule the Sale Hearing on
15 **August 28, 2013**. The Debtors propose that objections, if any, to the Sale Motion be filed on or
16 before August 26, 2013 at noon, prevailing pacific time, including any objection by a counterparty to
17 any executory contract or unexpired lease as to either the amount set forth in Cure Notice in respect
18 of such counterparty, or the adequate assurance of future performance offered by the Successful
19 Bidder.

20 20. The Debtors request that the Court approve the manner of notice of the Sale Motion,
21 the Bid procedures, the Bid Deadline, the Auction, and the Sale Hearing, substantially in the form
22 attached hereto as Exhibit B (the “**Sale and Bid Procedures Notice**”), which the Debtors will serve
23 on the following parties:

- 24 a) Counsel for the official committee of unsecured creditors, or if no committee is
25 appointed the Debtors’ largest 20 unsecured creditors;
26 b) the U.S. Trustee;
27 c) counsel to Meserole;
28 d) all parties known to be asserting a lien on any of the Assets and who would appear as

1 potentially holding a lien on any search conducted to determine who asserts a lien on
2 the Assets;

3 e) all known counterparties to executory contracts and unexpired leases;

4 f) all entities known to have expressed an interest in bidding on the Assets;

5 g) the United States Attorney's office;

6 h) all state attorney generals in states in which Debtors do business;

7 i) state taxing authorities in the states in which Debtors do business;

8 j) the Internal Revenue Service;

9 k) environmental authorities in the states or other applicable jurisdictions in which
10 Debtors do business; and

11 l) all other parties that have filed a notice of appearance and demand for service of
12 papers in the Chapter 11 Cases under Bankruptcy Rule 9010(b) as of the date of entry
13 of the Bid Procedures Order (collectively, the "**Sale and Bid Procedures Notice**
14 **Parties**").

15 21. Additionally, the Debtors propose to serve the Creditor Notice substantially in the
16 form attached hereto as Exhibit C on all known creditors of Debtors.

17 22. The Debtors propose to serve the Sale and Bid Procedures Notice and the Creditors
18 Notice within two (2) business days from the date of entry of the Bid Procedures Order, by first-class
19 mail, postage prepaid, on the appropriate parties, described above and will include the Creditors
20 Notice among the pleadings and orders maintained on a website maintained by Debtors, through
21 BMC for the purpose of providing creditors and parties-in-interest in these Chapter 11 Cases notice
22 of the various pleadings, hearings, objection deadlines and orders in these Chapter 11 Cases
23 ("**Website**"), if the Debtors are able to reach agreement with BMC. Both the Sale and Bid
24 Procedures Notice and the Creditor Notice will provide that any party that has not received a copy of
25 the Bid Procedures Order that wishes to obtain a copy of such document may make such a request in
26 writing to counsel for Debtors or by viewing same at the Website.

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**VIII.
SALE HEARING**

23. At the Sale Hearing, the Debtors will seek Bankruptcy Court approval of the sale of the Assets to the Successful Bidder, free and clear of all liens, claims and encumbrances pursuant to section 363 of the Bankruptcy Code with all such liens, claims and interests to attach to the proceeds of the sale, except as otherwise provided in the Sale Order with the same validity and in the same order of priority as they attached to the Assets prior to the sale, including the assumption by the Debtors and sale and assignment to the Successful Bidder of the Assumed Contracts pursuant to sections 363 and 365 of the Bankruptcy Code. The Debtors will present additional evidence, as necessary, at the Sale Hearing and submit that the relief sought herein, including the sale and related assumption and assignment of contracts and leases, is fair, reasonable and in the best interest of Debtors' estates.

**IX.
CLOSING**

24. The closing shall take place in accordance with terms of an agreement approved by the Bankruptcy Court at the Sale Hearing. In no event shall the closing occur later than September 6, 2013.

**X.
PROCEDURES FOR THE ASSUMPTION AND ASSIGNMENT OF ASSUMED
CONTRACTS**

25. Prior to the Auction, all Qualified Bidders shall submit a schedule of proposed executory contracts and unexpired leases that such Qualified Bidder desires to assume ("**Assumed Contracts**"). At the closing, the Debtors intend to assume and sell and assign to the Successful Bidder, the Assumed Contracts specified by the Successful Bidder in its Bid. The list of the Assumed Contracts will be attached to the APA accompanying a Qualified Bid, provided, however, that the successful bidder may add to the list of Assumed Contracts, and may remove any executory contract or unexpired lease from the list of Assumed Contracts at any time prior to the closing of the sale.

26. The Debtors propose to serve the Cure Notice, in substantially the form annexed

1 hereto as Exhibit D, upon each counterparty to an Assumed Contract two (2) business days after the
2 entry of the Bid Procedures Order to provide notice of the amount of cure asserted by Debtors², the
3 deadline to object to the Cure Notice, and the deadline to object to the assumption and sale and
4 assignment of executory contracts and unexpired leases and adequate assurance of future
5 performance with respect to the Successful Bidder following the conclusion of the Auction. The
6 Cure Notice also will identify the pre-Petition Date amounts, if any, that the Debtors believe are
7 owed to each counterparty in order to cure any defaults that exist under such contract (the “**Cure**
8 **Costs**”). The Debtors propose that the Cure Notice will state the date by which any objection to the
9 Cure Costs must be filed and served— which shall be August 26, 2013 at noon, prevailing pacific
10 time—and that any other objection to the assumption and assignment of the Assumed Contract
11 (including with respect to adequate assurance of future performance) must be filed and served on the
12 same date. If a contract or lease is assumed and sold and assigned pursuant to the Bankruptcy
13 Court’s order approving same, then unless the affected counterparty properly files and serves an
14 objection to the Cure Costs contained in the Cure Notice, the counterparty will receive at the time of
15 closing (or as soon as reasonably practicable thereafter), the Cure Costs set forth in the Cure Notice,
16 together with any post-Petition Date amounts due with payment made pursuant to the terms of the
17 agreement of the Successful Bidder. If an objection is filed by a counterparty to an Assumed
18 Contract with respect to the amount of the Cure Costs set forth in the Cure Notice, the Debtors
19 propose that such objection must set forth a specific default under the Assumed Contract and claim a
20 specific monetary amount that differs from the amount, if any, specified by the Debtors in the Cure
21 Notice or, alternatively, state why the counterparty believes that Cure Costs are owing, and state the
22 basis for any other objection to the assumption and assignment of the Assumed Contract. The
23 Debtors reserve the right to supplement the list of Assumed Contracts at any time up to the closing
24 of the sale, in the event that further inquiry by the Debtors after the date of this Motion reveal
25 additional executory contracts and unexpired leases that are disclosed to Prospective Bidders and
26

27 ² The giving of a Cure Notice by Debtors to a counterparty to an Assumed Contract does not constitute an admission by
28 the Debtors that any lease of contract to which such counterparty is a signatory, actually constitutes an executory
contract or unexpired lease under section 365 of the Bankruptcy Code, and the Debtors expressly reserve the right to
challenge the status of any agreement.

1 which any Prospective Bidder desires to acquire. Immediately upon the designation of any such
2 supplement of Assumed Contracts, the Debtors shall give supplemental Cure Notices to any
3 counterparty to such contract, and any counterparty to an Assumed Contract designated by the
4 Debtors in a supplemental Cure Notice may assert an objection to the assumption and assignment of
5 such Assumed Contract at any time up to the date of the Sale Hearing.

6 27. The Successful Bidder shall purchase and assume and be responsible for payment of
7 any Cure Costs that may be owed to any Counterparty to the Assumed Contracts, as determined by
8 agreement of the parties or by the Court. The Successful Bidder shall be responsible for satisfying
9 any requirements regarding adequate assurances of future performance that may be imposed under
10 section 365(b) of the Bankruptcy Code in connection with the proposed purchase and assumption of
11 any Assumed Contracts. The Debtors propose that the Court make its determinations concerning
12 adequate assurance of future performance under the Assumed Contracts pursuant to section 365(b)
13 of the Bankruptcy Code at the Sale Hearing. The Debtors further propose that Cure Costs disputed
14 by any counterparty will be resolved by the Court at the Sale Hearing, or such later hearing as the
15 Court shall determine.

16 28. Except to the extent otherwise provided in the APA entered into with the Successful
17 Bidder(s), subject to the payment of any Cure Costs, the assignee of an Assumed Contract will not
18 be subject to any liability to the Assumed Contract counterparty that accrued or arose before the
19 closing date of the sale of the Assets and the Debtors shall be relieved of all liability accruing or
20 arising thereafter pursuant to section 365(k) of the Bankruptcy Code.

21 **XI.**
22 **APPROVAL OF THE BID PROCEDURES IS APPROPRIATE**

23 29. The Bid Procedures described herein are reasonably calculated to encourage a buyer,
24 including any Prospective Bidder, to submit a final bid within the range of reasonably anticipated
25 values. The Debtors submit that cause exists to approve such procedures because they are fair and
26 reasonable under the circumstances and will encourage competitive bidding and the highest or best
27 price and terms for the Assets.

28 30. Section 363(b)(1) of the Bankruptcy Code allows a debtor in possession to, after

1 notice and a hearing “sell..., other than in the ordinary course of business, property of the estates.”

2 31. A court determining whether a debtor in possession may sell assets of the estate
3 outside of the ordinary course of business must make a finding that the disposition of such assets has
4 a “valid business justification,” and that “the sale is proposed in good faith.” See, e.g. 240 N. Brand
5 Partners v. Colony GFP Partners (In re 240 North Brand Partners), 200 B.R. 653, 659 (B.A.P. 9th
6 Cir. 1996).

7 32. The Ninth Circuit Bankruptcy Appellate Panel applies a flexible test for determining
8 whether a proposed disposition of assets has a sound business purpose. See Walter v. Sunwest Bank
9 (In re Walter), 83 B.R. 14, 19 (B.A.P. 9th Cir. 1988). In Walter, the Appellate Panel adopted the
10 reasoning of the Fifth Circuit, and held that “[w]hether the proffered business justification is
11 sufficient depends on the case...the bankruptcy judge should consider all salient factors pertaining to
12 the proceeding and, accordingly, act to further the diverse interests of the debtor, creditors and equity
13 holders, alike.” *Id.* at 19-20 (quoting In re Cont’l Airlines, Inc., 780 F.2d 1223, 1226 (5th Cir.
14 1986)); see also Comm. of Equity Sec. Holders v. Lionel Corp. (In re Lionel Corp), 722 F.2d 1063,
15 1070 (2d Cir. 1983) (holding same).

16 33. “‘Good faith’” encompasses fair value, and further speaks to the integrity of the
17 transaction.” See 240 North, 200 B.R. at 659 (citing In re Wilde Horse Enterprises, Inc., 136 B.R.
18 830, 842 (Bankr. C.D. Cal. 1991)). “Typical ‘bad faith’ or misconduct, would include collusion
19 between the seller and buyer, or any attempt to take unfair advantage of other potential purchasers.”
20 Wilde Horse, 136 B.R. at 842.

21 34. The Debtors submit that concerns regarding the reasonableness of the eventual
22 Successful Bid should be dispelled by the fact that the sale or other transaction is subject to a
23 transparent marketing and auction process, enhancing the Debtors’ ability to receive the highest or
24 best value for the Assets. That is, the consideration to be received by the Debtors upon disposition
25 of the Assets will be subject to the marketplace by way of the Auction; this is the best means for
26 establishing whether a fair and reasonable price is being paid. See, e.g. In re Mama's Original
27 Foods, Inc., 234 B.R. 500, 504 (Bankr. C.D. Cal. 1999) (“Generally, . . . the best way to determine
28 the market value of property is to expose the property to the marketplace.”). Further, the open nature

1 of the Auction process should assuage any concerns that the disposition is the product of “bad faith”
2 or “collusion between the seller and buyer” because the Court will have the opportunity to approve
3 the Bid Procedures and the Auction process, and have an opportunity to further review the sale, and
4 hear objections to its approval, if any, at the Sale Hearing.

5 **A. The Sale of the Assets is Authorized by Section 363 as a Sound Exercise of the**
6 **Debtor’s Business Judgment**

7 35. In accordance with Bankruptcy Rule 6004, sales of property rights outside the
8 ordinary course of business may be by private sale or public auction. The Debtors have determined
9 that the sale by public auction to be conducted pursuant to the Bid Procedures will enable it to obtain
10 the highest and best offer for the Assets, thereby maximizing the value of their estates, and is in the
11 best interests of the Debtors’ creditors. In particular, the APA will be in a form approved by the
12 Debtors, and the Auction by which all Prospective Bidders shall submit their Bid on the same form
13 of APA will provide a greater recovery, or the potential for a greater recovery, for the Debtors’
14 creditors than would be provided by any other existing alternative.

15 36. Section 363 of the Bankruptcy Code provides that a trustee, “after notice and a
16 hearing, may use, sell, or lease, other than in the ordinary course of business, property of the estate.”
17 11 U.S.C. § 363(b). Although section 363 of the Bankruptcy Code does not specify a standard for
18 determining when it is appropriate for a court to authorize the use, sale or lease of property of the
19 estate, a sale of a debtor’s assets should be authorized if a sound business purpose exists for doing
20 so. See, e.g., Meyers v. Martin (In re Martin), 91 F.3d 289, 295 (3d Cir. 1996); In re Abbotts Dairies
21 of Pennsylvania, Inc., 788 F.2d 143 (2d Cir. 1986); In re Titusville Country Club, 128 BR. 396
22 (W.D. Pa. 1991); In re Delaware & Hudson Ry. Co., 124 BR. 169, 176 (D. Del. 1991); see also
23 Official Committee of Unsecured Creditors v. The LTV Corp. (In re Chateaugay Corp.), 973 F.2d
24 141, 143 (2d Cir. 1992); Committee of Equity Sec. Holders v. Lionel Corp. (In re Lionel Corp.), 722
25 F.2d 1063, 1070 (2d Cir. 1983); Committee of Asbestos-Related Litigants and/or Creditors v.
26 Johns-Manville Corp. (In re Johns-Manville Corp.), 60 B.R. 612, 616 (Bankr. S.D.N.Y. 1986).

27 37. The paramount goal in any proposed sale of property of the estate is to maximize the
28 proceeds received by the estate. See, e.g., In re Food Barn Stores, Inc., 107 F.3d 558, 564-65 (8th

1 Cir. 1997) (in bankruptcy sales, “a primary objective of the Code [is] to enhance the value of the
2 estate at hand”); Integrated Resources, Inc., 147 B.R. 650, 659 (S.D.N.Y. 1992) (“It is a
3 well-established principle of bankruptcy law that the . . . [trustee’s] duty with respect to such sales is
4 to obtain the highest price or greatest overall benefit possible for the estate.”) (quoting In re Atlanta
5 Packaging Prods., Inc., 99 BR. 124, 130 (Bankr. N.D. Ga. 1988)). As long as the sale appears to
6 enhance a debtor’s estate, court approval of a trustee’s decision to sell should only be withheld if the
7 trustee’s judgment is clearly erroneous, too speculative, or contrary to the provisions of the
8 Bankruptcy Code. GBL Holding Co., Inc. v. Blackburn/Travis/Cole, Ltd., 331 B.R. 251, 255 (N.D.
9 Tex. 2005); In re Lajijani, 325 B.R. 282, 289 (9th Cir. B.A.P. 2005); In re WPRV-TV, Inc., 143 B.R.
10 315, 319 (D. P.R. 1991) (“The trustee has ample discretion to administer the estate, including
11 authority to conduct public or private sales of estate property. Courts have much discretion on
12 whether to approve proposed sales, but the trustee’s business judgment is subject to great judicial
13 deference”).

14 38. Applying section 363, the proposed sale should be approved. As set forth above, the
15 Debtors have determined that the best method of maximizing the recovery of the Debtors’ creditors
16 is through sale conducted pursuant to the Bid Procedures. The fairness and reasonableness of the
17 consideration to be paid by the Successful Bidder will be demonstrated by adequate “market
18 exposure” and an open and fair auction process — the best means for establishing whether a fair and
19 reasonable price is being paid. In order to ensure a fair auction process, the Debtors have and will
20 continue to solicit interest from numerous potential purchasers.

21 39. Further, the Debtors believe that the value the Debtors’ estates—and, thus, the
22 Debtors’ creditors—will receive through the sale exceeds any value the Debtors’ estates could get
23 for the Assets if the Debtors were required to liquidate their assets piecemeal. Because the DIP
24 Financing permits the Debtors to operate the Assets as a going concern only to the extent of the
25 commitment of the DIP Lender, a sale pursuant to the Bid Procedures conducted while the DIP
26 Financing preserves going concern value is in the best interest of the Debtors’ estates. The Debtors
27 also believe that the value of the consideration likely to be received for the Assets under the
28 Successful Bidder’s APA is fair and reasonable. As further assurance of value, however, bids will

1 be tested through the Auction consistent with the requirements of the Bankruptcy Code, the
2 Bankruptcy Rules, and pursuant to the Bidding Procedures approved by the Court. Consequently,
3 the fairness and reasonableness of the consideration to be paid by the Successful Bidder ultimately
4 will be demonstrated by adequate “market exposure” and an open and fair auction process.

5 40. For these reasons, the Debtors believe that the timeline for the sale is adequate,
6 especially considering the extensive marketing efforts undertaken and the limitations of the DIP
7 Financing.

8 **B. The Bidding Procedures Are Appropriate and Will Maximize the Value**
9 **Received for the Assets**

10 41. As noted above, the paramount goal in any proposed sale of property of the estate is
11 to maximize the proceeds received by the estate. To that end, courts uniformly recognize that
12 procedures intended to enhance competitive bidding are consistent with the goal of maximizing the
13 value received by the estate and therefore are appropriate in the context of bankruptcy sales. See,
14 e.g., In re Fin’l News Network, Inc., 126 B.R. 152, 156 (Bankr. S.D.N.Y. 1991) (“court-imposed
15 rules for the disposition of assets . . . [should] provide an adequate basis for comparison of offers,
16 and [should] provide for a fair and efficient resolution of bankrupt estates”).

17 42. Procedures to dispose of assets, similar to the proposed Bidding Procedures, have
18 been approved in other large, complex bankruptcy cases. See, e.g., In re Trident Microsystems, Inc.,
19 Case No. 12-10069 (CSS) (Bankr. D. Del. Feb. 7, 2012, Mar. 23, 2012); In re Conex Holdings LLC,
20 Case No. 11-10501 (CSS) (Bankr. D. Del. Sept. 14, 2011); In re Barnes Bay Development Ltd., Case
21 No. 11-10792 (PJW) (Bankr. D. Del. May 19, 2011); In re East West Resort Development V, L.P.,
22 L.L.L.P., Case No. 10-10452 (BLS) (Bankr. D. Del. March 31, 2010); In re Dana Corp., Case No.
23 06-10354 (Bankr. S.D.N.Y. Oct. 19, 2006); In re Delphi Corp., Case No. 05-44481 (Bankr. S.D.N.Y.
24 June 22, 2006); In re Oxford Automotive, Inc., Case No. 04-74377 (Bankr. E.D. Mich. Jan. 24,
25 2005).

26 43. The Debtors believe that the Bidding Procedures will establish the parameters under
27 which the value of the Assets may be tested at the Auction and through the ensuing Sale Hearing.
28 Such procedures will increase the likelihood that the Debtors’ creditors will receive the greatest

1 possible consideration for their assets because they will ensure a competitive and fair bidding
2 process. They also allow the Debtors to undertake an auction in as expeditious and efficient a
3 manner as possible, which the Debtors believe is essential to maximizing the value of the Debtors'
4 estate for its creditors.

5 44. The Debtors also believe that the proposed Bidding Procedures will promote active
6 bidding from interested parties and will dispel any doubt as to the best and highest offer reasonably
7 available for the Debtors' Assets. In particular, the proposed Bidding Procedures will allow the
8 Debtors to conduct an auction in a controlled, fair and open fashion that will encourage participation
9 by financially capable bidders who demonstrate the ability to close a transaction.

10 45. In sum, the Debtors believe that the Bidding Procedures will encourage bidding for
11 the Assets and are consistent with the relevant standards governing auction proceedings and bidding
12 incentives in bankruptcy proceedings. Accordingly, the proposed Bidding Procedures are
13 reasonable, appropriate and within the Debtors' sound business judgment.

14 **C. The Sale of the Assets Free and Clear of Liens and Other Interests is Authorized**
15 **by Sections 363(f)**

16 46. The Debtors further submit that it is appropriate to sell the Assets free and clear of
17 liens pursuant to section 363(f) of the Bankruptcy Code, with any such liens attaching to the Assets
18 to the extent applicable. Section 363(f) of the Bankruptcy Code authorizes a trustee to sell assets
19 free and clear of liens, claims, interests and encumbrances if:

- 20 (1) applicable nonbankruptcy law permits sale of such property free and clear of such
21 interests;
- 22 (2) such entity consents;
- 23 (3) such interest is a lien and the price at which such property is to be sold is greater than
24 the value of all liens on such property;
- 25 (4) such interest is in bona fide dispute; or
- 26 (5) such entity could be compelled, in a legal or equitable proceeding, to accept a money
27 satisfaction of such interest.

28 11 U.S.C. § 363(f).

1 47. This provision is supplemented by section 105(a) of the Bankruptcy Code, which
2 provides that “[t]he Court may issue any order, process or judgment that is necessary or appropriate
3 to carry out the provisions of [the Bankruptcy Code].” 11 U.S.C. § 105(a).

4 48. Because section 363(f) of the Bankruptcy Code is drafted in the disjunctive,
5 satisfaction of any one of its five requirements will suffice to permit the sale “free and clear” of liens
6 and interests. In re Dundee Equity Corp., 1992 Bankr. LEXIS 436, at *12 (Bankr. S.D.N.Y. March
7 6, 1992) (“Section 363(f) is in the disjunctive, such that the sale free of the interest concerned may
8 occur if any one of the conditions of § 363(f) have been met.”); In re Bygaph, Inc., 56 B.R. 596, 606
9 n.8 (Bankr. S.D.N.Y. 1986) (same); Michigan Employment Sec. Comm’n v. Wolverine Radio Co.
10 (In re Wolverine Radio Co.), 930 F.2d 1132, 1147 n.24 (6th Cir. 1991) (stating that Bankruptcy
11 Code section 363(f) is written in the disjunctive and holding that the court may approve the sale
12 “free and clear” provided at least one of the subsections of Bankruptcy Code section 363(f) is met).

13 49. The Debtors believe that one or more of the tests of section 363(f) are satisfied with
14 respect to the transfer of the Assets pursuant to the APA (and necessarily will be satisfied by the
15 Successful Bidder’s APA). In particular, the Debtors believe that at least sections 363(f)(2) and (3)
16 will be met in connection with the transactions proposed under the APA because (i) each of the
17 parties holding liens on the Assets will consent or, absent any objection to the Sale Motion, will be
18 deemed to have consented to the sale, or (ii) the Assets will be sold at a price in excess of the
19 aggregate amount of any liens encumbering the Assets if the Auction generates a Successful Bid
20 greater than the amount of the Debtors’ obligations to Meserole. Any lienholder also will be
21 adequately protected by having their liens, if any, in each instance against the Debtors or their
22 estates, attach to the sale proceeds ultimately attributable to the Assets in which such creditor alleges
23 an interest, in the same order of priority, with the same validity, force and effect that such creditor
24 had prior to the sale, subject to any claims and defenses the Debtors may possess with respect
25 thereto. Accordingly, section 363(f) authorizes the transfer and conveyance of the Assets free and
26 clear of any such claims, interests, liabilities or liens.

27 50. Although section 363(f) of the Bankruptcy Code provides for the sale of assets “free
28 and clear of any interests,” the term “any interest” is not defined anywhere in the Bankruptcy Code.

1 Folger Adam Security v. DeMatteis/MacGregor JV, 209 F.3d 252, 257 (3d Cir. 2000). In the case of
2 In re Trans World Airlines, Inc., 322 F.3d 283, 288-89 (3d Cir. 2003), the Third Circuit specifically
3 addressed the scope of the term “any interest.” The Third Circuit observed that while some courts
4 have “narrowly interpreted that phrase to mean only in rem interests in property,” the trend in
5 modern cases is towards “a more expansive reading of ‘interests in property’ which ‘encompasses
6 other obligations that may flow from ownership of the property.’” Id. at 289 (citing Collier on
7 Bankruptcy ¶ 363.06[1] (Alan N. Resnick & Henry J. Sommer eds., 15th ed. rev.). As determined
8 by the Fourth Circuit in In re Leckie Smokeless Coal Co., 99 F.3d 573, 581-582 (4th Cir. 1996), a
9 case cited with approval and extensively by the Third Circuit in Folger, supra, the scope of section
10 363(f) is not limited to in rem interests. Thus, the Third Circuit in Folger stated that Leckie held that
11 the debtors “could sell their assets under § 363(f) free and clear of successor liability that otherwise
12 would have arisen under federal statute.” Folger, 209 F.3d at 258.

13 51. Courts have consistently held that a buyer of a debtor’s assets pursuant to a section
14 363 sale takes such assets free from successor liability resulting from pre-existing claims. See The
15 Ninth Avenue Remedial Group v. Allis-Chalmers Corp., 195 B.R. 716, 732 (Bankr. N.D. Ind. 1996)
16 (stating that a bankruptcy court has the power to sell assets free and clear of any interest that could
17 be brought against the bankruptcy estate during the bankruptcy); MacArthur Company v. Johns-
18 Manville Corp. (In re Johns-Manville Corp.), 837 F.2d 89, 93-94 (2d Cir. 1988) (channeling of
19 claims to proceeds consistent with intent of sale free and clear under section 363(f) of the
20 Bankruptcy Code); In re New England Fish Co., 19 B.R. 323, 329 (Bankr. W.D. Wash. 1982)
21 (transfer of property in free and clear sale included free and clear of Title VII employment
22 discrimination and civil rights claims of debtor’s employees); In re Hoffman, 53 B.R. 874, 876
23 (Bankr. D.R.I. 1985) (transfer of liquor license free and clear of any interest permissible even though
24 the estate had unpaid taxes); American Living Systems v. Bonapfel (In re All Am. Of Ashburn,
25 Inc.), 56 B.R. 186, 190 (Bankr. N.D. Ga. 1986) (product liability claims precluded on successor
26 doctrine in a sale of assets free and clear); WBO Partnership v. Virginia Dept. of Medical Assistance
27 Servs. (In re WBO Partnership), 189 B.R. 97, 104-05 (Bankr. E.D. Va. 1995) (Commonwealth of
28

1 Virginia's right to recapture depreciation is an "interest" as used in section 363(f).³ The purpose of
2 an order purporting to authorize the transfer of assets free and clear of all "interests" would be
3 frustrated if claimants could thereafter use the transfer as a basis to assert claims against the
4 purchaser arising from the Debtors' pre-sale conduct. Under section 363(f) of the Bankruptcy Code,
5 the purchaser is entitled to know that the Debtor's assets are not infected with latent claims that will
6 be asserted against the purchaser after the proposed transaction is completed. Accordingly,
7 consistent with the above-cited case law, the order approving the sale should state that the Successful
8 Bidder is not liable as a successor, under any theory of successor liability, for claims that encumber
9 or relate to the Assets.

10 **D. The Proposed Notice of Bidding Procedures and Auction Is Appropriate**

11 52. The Debtors believe that they will obtain the maximum recovery for creditors of its
12 estate if the Assets are sold through a well-advertised sale and auction. The Debtors have already
13 taken significant steps to identify potential purchasers.

14 53. Under Bankruptcy Rules 2002(a) and (c), the Debtors are required to notify creditors
15 of the proposed sale of the Debtor's assets, including a disclosure of the time and place of an
16 auction, the terms and conditions of a sale, and the deadline for filing any objections. The Debtors
17 submit that the notice procedures herein comply fully with Bankruptcy Rule 2002 and are reasonably
18 calculated to provide timely and adequate notice of the sale by auction to the Debtors' creditors and
19 other interested parties, as well as to those parties who have expressed an interest, or may express an
20 interest, in bidding on the Assets. The proposed time frame between the filing of this Motion, the
21 commencement of the bidding process and the Auction should provide interested purchasers ample
22 time to participate in the Auction.

23 **E. Assumption and Assignment of Executory Contracts and Unexpired Leases
24 Pursuant to Section 365 of the Bankruptcy Code**

25 54. Section 365(a) of the Bankruptcy Code provides that, subject to the court's approval,

26 ³ Some courts, concluding that section 363(f) of the Bankruptcy Code does not empower them to convey assets
27 free and clear of claims, have nevertheless found that section 105(a) of the Bankruptcy Code provides such authority.
28 See, e.g., Volvo White Truck Corp. v. Chambersburg Beverage, Inc. (In re White Motor Credit Corp.), 75 B.R. 944, 948
(Bankr. N.D. Ohio 1987) (stating that the absence of specific authority to sell assets free and clear of claims poses no
impediment to such a sale, as such authority is implicit in the court's equitable powers when necessary to carry out the
provisions of title 11).

1 a trustee “may assume or reject any executory contracts or unexpired leases of the debtor.” 11
2 U.S.C. § 365(a). Upon finding that a trustee has exercised its sound business judgment in
3 determining to assume an executory contract or unexpired lease, courts will approve the assumption
4 under section 365(a) of the Bankruptcy Code. See Nostas Assocs. v. Costich (In re Klein Sleep
5 Prods., Inc.), 78 F.3d 18, 25 (2d Cir. 1996); Orion Pictures Corp. v. Showtime Networks, Inc. (In re
6 Orion Pictures Corp.), 4 F.3d 1095, 1099 (2d Cir. 1993).

7 55. Pursuant to section 365(f)(2) of the Bankruptcy Code, a trustee may assign an
8 executory contract or unexpired lease of nonresidential real property if:

- 9 a) the trustee assumes such contract or lease in accordance with the provisions of this
10 section; and
11 b) adequate assurance of future performance by the assignee of such contract or lease is
12 provided, whether or not there has been a default in such contract or lease.

13 11 U.S.C. § 365(f)(2).

14 56. The meaning of “adequate assurance of future performance” depends on the facts and
15 circumstances of each case, but should be given “practical, pragmatic construction.” See Carlisle
16 Homes, Inc. v. Arrari (In re Carlisle Homes, Inc.), 103 B.R. 524, 538 (Bankr. D.N.J. 1989); see also
17 In re Natco Indus., Inc., 54 B.R. 436, 440 (Bankr. S.D.N.Y. 1985) (adequate assurance of future
18 performance does not mean absolute assurance that debtor will thrive and pay rent); In re Bon Ton
19 Rest. & Pastry Shop, Inc., 53 B.R. 789, 803 (Bankr. N.D. Ill. 1985) (“Although no single solution
20 will satisfy every case, the required assurance will fall considerably short of an absolute guarantee of
21 performance.”).

22 57. Among other things, adequate assurance may be given by demonstrating the
23 assignee’s financial health and experience in managing the type of enterprise or property assigned.
24 In re Bygaph, Inc., 56 B.R. 596, 605-06 (Bankr. S.D.N.Y. 1986) (adequate assurance of future
25 performance is present when prospective assignee of lease has financial resources and expressed
26 willingness to devote sufficient funding to business to give it strong likelihood of succeeding; chief
27 determinant of adequate assurance is whether rent will be paid).

28 58. If any executory contracts or unexpired leases are identified for assumption and

1 assignment to the Successful Bidder, the Debtors and the Successful Bidder will present evidence at
2 the Sale Hearing to prove the financial credibility, willingness and ability of the Successful Bidder to
3 perform under such Assumed Contracts. The Court and other interested parties therefore will have
4 the opportunity to evaluate the ability of any Successful Bidder to provide adequate assurance of
5 future performance under the Assumed Contracts, as required by section 365(b)(1)(C) of the
6 Bankruptcy Code.

7 59. In addition, the Cure Procedures are appropriate and consistent with section 365 of
8 the Bankruptcy Code. To the extent that any defaults exist under any Assumed Contracts, any such
9 defaults will be cured pursuant to the Successful Bidder's APA and in accordance with the Cure
10 Notice or order of the Court. Any provision in the Assumed Contracts that would restrict, condition,
11 or prohibit an assignment of such contracts will be deemed unenforceable pursuant to section
12 365(f)(1) of the Bankruptcy Code.

13 60. Accordingly, the Debtors submit that the procedures proposed pursuant to the Cure
14 Notice and otherwise in accordance with the Bid Procedures for effectuating the assumption and
15 assignment of the Assumed Contracts as set forth herein are appropriate and should be approved.

16 **F. The Successful Bidder should be Afforded All Protections Under Section 363(m)
17 as a Good Faith Purchaser**

18 61. Section 363(m) of the Bankruptcy Code protects a good-faith purchaser's interest in
19 property purchased from the debtors' estate notwithstanding that the sale conducted under section
20 363(b) is later reversed or modified on appeal. Specifically, section 363(m) states that:

21 The reversal or modification on appeal of an authorization under
22 [section 363(b)] . . . does not affect the validity of a sale . . . to an
23 entity that purchased . . . such property in good faith, whether or not
such entity knew of the pendency of the appeal, unless such
authorization and such sale were stayed pending appeal.

24 11 U.S.C. § 363(m).

25 62. Section 363(m) "fosters the 'policy of not only affording finality to the judgment of
26 the bankruptcy court, but particularly to give finality to those orders and judgments upon which third
27 parties rely.'" In re Chateaugay Corp., 1993 U.S. Dist. Lexis 6130, *9 (S.D.N.Y. 1993) (quoting In
28 re Abbotts Dairies of Penn., Inc., 788 F.2d 143, 147 (3d Cir. 1986)); see also Allstate Ins. Co. v.

1 Hughes, 174 BR. 884, 888 (S.D.N.Y. 1994) (“Section 363(m) . . . provides that good faith transfers
2 of property will not be affected by the reversal or modification on appeal of an unstayed order,
3 whether or not the transferee knew of the pendency of the appeal”); In re Stein & Day, Inc., 113 B.R.
4 157, 162 (Bankr. S.D.N.Y. 1990) (“pursuant to 11 U.S.C. § 363(m), good faith purchasers are
5 protected from the reversal of a sale on appeal unless there is a stay pending appeal”).

6 63. Meserole intends to submit a credit bid at the Auction, pursuant to the terms of the
7 Bid Procedures. The credit bid made by Meserole will be the product of arm’s length, good faith
8 negotiations as part of the competitive bidding process at the Auction, and will be made within its
9 rights under the Bankruptcy Code, and other applicable law.

10 64. The selection of the Successful Bidder, including, if applicable, by credit bid of
11 Meserole, will be the product of arm’s-length, good faith negotiations in an anticipated competitive
12 purchasing process. The Debtors intend to request at the Sale Hearing a finding that the Successful
13 Bidder is a good faith purchaser entitled to the protections of section 363(m) of the Bankruptcy
14 Code.

15 **G. Relief from the Fourteen Day Waiting Period Under Bankruptcy Rules 6004(h)
16 and 6006(d) is Appropriate**

17 65. Bankruptcy Rule 6004(h) provides that an “order authorizing the use, sale, or lease of
18 property . . . is stayed until the expiration of 14 days after entry of the order, unless the court orders
19 otherwise.” Similarly, Bankruptcy Rule 6006(d) provides that an “order authorizing the trustee to
20 assign an executory contract or unexpired lease . . . is stayed until the expiration of 14 days after the
21 entry of the order, unless the court orders otherwise.” The Debtors request that the Bidding
22 Procedures Order be effective immediately by providing that the fourteen (14) day stays under
23 Bankruptcy Rules 6004(h) and 6006(d) are waived.

24 66. The purpose of Bankruptcy Rules 6004(h) and 6006(d) is to provide sufficient time
25 for an objecting party to appeal before an order can be implemented. See Advisory Committee
26 Notes to Fed. R. Bankr. P. 6004(h) and 6006(d). Although Bankruptcy Rules 6004(h) and 6006(d)
27 and the Advisory Committee Notes are silent as to when a court should “order otherwise” and
28 eliminate or reduce the fourteen (14) day stay period, Collier suggests that the fourteen (14) day stay

1 period should be eliminated to allow a sale or other transaction to close immediately “where there
2 has been no objection to the procedure.” Collier on Bankruptcy P 6004.11 (Alan N. Resnick &
3 Henry J. Sommer eds., 16th ed.). Furthermore, Collier provides that if an objection is filed and
4 overruled, and the objecting party informs the court of its intent to appeal, the stay may be reduced
5 to the amount of time actually necessary to file such appeal. Id.

6 67. The Debtors hereby request that the Court waive the fourteen-day stay period under
7 Bankruptcy Rules 6004(h) and 6006(d) or, in the alternative, if an objection to the sale is filed,
8 reduce the stay period to the minimum amount of time needed by the objecting party to file its
9 appeal.

10 68. For the reasons set forth above, the Debtors respectfully request approval of: (a) the
11 Bid Procedures for the conduct of the Auction and selection of the Successful Bidder(s); (b) the
12 procedures set forth herein for notice to counterparties under executory contracts and unexpired
13 leases potentially to be proposed to be assumed and assigned in connection with the proposed sale,
14 and the determination of the Cure Costs to the counterparties to leases or contracts to be assumed
15 and assigned; (c) the scheduling of the Sale Hearing and other matters for which scheduling is
16 requested herein; and (d) any related relief sought hereby.

17 **XII.**
18 **NO PRIOR REQUEST**

19 69. No prior request for the relief sought in this Motion has been made to this or any
20 other Court.

21 **XIII.**
22 **NOTICE IS SUFFICIENT**

23 70. Concurrently with this filing, copies of this Motion (which sets forth various
24 requested dates relating to the sale) will be provided to (a) the Office of the United States Trustee;
25 (b) all parties who have timely filed requests for notice under Rule 2002 of the Federal Rules of
26 Bankruptcy Procedure; (c) all parties who assert liens with respect to the Assets; (d) all
27 counterparties to executory contracts and unexpired leases; (e) the United States Attorney’s office;
28 (f) all state attorneys general in states in which the Assets are located; (g) the Internal Revenue
Service; (h) for each state in which the Assets are located, the applicable taxing authorities; and the

1 Debtors' twenty largest unsecured creditors.

2 71. In addition, within two (2) business days following entry of the Bid Procedures
3 Order, the Debtors will provide notice of the Bid Procedures Order and the Sale Hearing with
4 definitive dates once determined by the Court in the Bid Procedures Order on the parties set forth
5 above and on Debtors' known creditors.

6 72. The Debtors respectfully submit that such notice is sufficient, and request that the
7 Court find that no further notice of the relief requested herein is required.

8 **WHEREFORE**, the Debtors respectfully request that the Court enter an Order, substantially
9 in the form attached hereto as Exhibit "E", granting the relief requested herein and such other and
10 further relief as this Court deems appropriate.

11
12 Dated: July 24, 2013

Respectfully submitted,

13
14 /s/ Michael S. Neumeister

GARY E. KLAUSNER
MARGRETA M. MORGULAS
KIZZY L. JARASHOW
MICHAEL S. NEUMEISTER
STUTMAN, TREISTER & GLATT
PROFESSIONAL CORPORATION

15
16
17
18 *[Proposed] Reorganization Counsel*
for Debtors and Debtors in Possession

Exhibit A

Bid Procedures

These bid procedures set forth the process by which Colorep, Inc. and Transprint USA, Inc. (together, the “**Debtors**”), the debtors and debtors in possession in jointly administered chapter 11 bankruptcy cases pending in the United States Bankruptcy Court for the Central District of California (the “**Court**”), consolidated for administration under Case No. 13-bk-27689 (WB), and their non-debtors affiliates (collectively with the Debtors “**Sellers**”), are authorized to conduct a sale by auction (the “**Auction**”) of the Acquired Assets (as defined herein).

1. Motion for Bankruptcy Court Approval of Sale. On July 24, 2013, the Debtors filed with the Court and served *Debtors’ Motion For Order: (A) Approving Sale And Bid Procedures For The Sale Of Substantially All The Assets of Debtors; (B) Scheduling An Auction And Hearing To Consider The Sale And Approve The Form And Manner Of Notice Related Thereto; (C) Establishing Procedures Relating To The Assumption And Assignment Of Certain Contracts; And (D) Granting Other Related Relief* [Docket No. ___] (the “**Sale Motion**”).¹ The Sale Motion seeks (i) approval of these bid procedures (the “**Bid Procedures**”); (ii) authority to hold the Auction, if necessary; (iii) a hearing to approve the sale, free and clear of all liens, claims, interests and encumbrances, of substantially all assets of the Debtors in accordance with the asset purchase agreement to be filed under separate cover prior to the hearing on the Sale Motion (the “**APA**”), (iv) authority to assume and assign certain executory contracts and unexpired leases; and (v) approval of the form of notice of these Bid Procedures, the Auction (if one is held) and the Sale Hearing.

2. Entry of Bid Procedures Order. The Court entered its order (the “**Bid Procedures Order**”) approving the Bid Procedures on [____], 2013. *See* Docket No. ___.

3. Assets Subject to Sale Pursuant to the APA. The assets that are being sold pursuant to the APA² (the “**Acquired Assets**”) comprise (a) substantially all of the tangible and intangible personal property owned by the Sellers, that is used or useful in the operation of the Debtors’ businesses; (b) real estate owned by the Debtors; (c) certain executory contracts and unexpired leases of the Debtors (“**Contracts and Leases**”) to be specified by the prevailing bidder (the “**Buyer**”); (d) intellectual property, including patents, trademarks, copyrights and related interests; (e) the equity securities held by the Debtors in certain of their subsidiaries; (f) cash and accounts receivables; and (g) such other property of the Debtors designated by the Buyer, provided however that cash and receivables in amounts to be set forth in the APA executed between the Debtors and the Buyer shall remain in the Debtors' estates to be used in satisfaction of administrative expense claims and those amounts determined necessary to cover the Debtors' wind-

¹ Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Sale Motion. To the extent of any discrepancy between the terms hereof and the terms set forth in the Sale Motion, the terms in the Sale Motion shall govern.

² Any discussion or description herein of the terms of the APA (including the identification of the Acquired Assets subject to the APA) is qualified in its entirety by the terms of the APA itself, which should be reviewed in its entirety by any interested parties.

down expenses, as more specifically described in section 1.1 of the APA. The Acquired Assets do not include any causes of action arising under Chapter 5 of the Bankruptcy Code or any causes of action against third parties currently held by the Debtors, except specifically as follows: (x) all causes of action against account receivable debtors of the Debtors or other similar actions shall constitute Acquired Assets subject to the Bid Procedures; and (y) in the event that Meserole is the Successful Bidder by Credit Bid made in accordance with the Bid Procedures, Meserole shall acquire all causes of action held by the Debtors and Sellers against Meserole, any DIP Lender, and any agent, representative or affiliate of either, whether arising under the Bankruptcy Code or other applicable law and such causes of action shall constitute Acquired Assets solely in connection with such sale.

4. Purchase Price. The purchase price will be the highest or otherwise best price and terms, determined at the conclusion of the Auction, by the Debtors, in their business judgment, in consultation with any official committee, if one is formed (“**Committee**”) and Meserole, LLC (“**Meserole**”), if Meserole is not a bidder at the Auction and if the price to be paid by the Buyer in cash is less than the aggregate of all obligations owed to Meserole

5. Sale Hearing. Pursuant to the Bid Procedures Order, **August 28, 2013**, at __:00 __.m. (Pacific Time) has been set as the date and time for the hearing (the “**Sale Hearing**”) to approve the sale of the Acquired Assets and the assumption and assignment of executory contracts and unexpired leases of the Debtors and to approve the other dates, deadlines and procedures described herein. The Sale Hearing shall be before the Honorable Sheri Bluebond, United States Bankruptcy Judge, or such other judge presiding over such hearing, at the United States Bankruptcy Court, Central District of California, Roybal Federal Building and Courthouse, Courtroom 1475, 255 E. Temple Street, Los Angeles, CA 90012.

6. Due Diligence. All due diligence must be completed by an interested party prior to the commencement of the Auction (defined below). Any party that wishes to conduct due diligence should promptly contact the Debtors’ [Proposed] Chief Restructuring Officer, Executive Sounding Board Associates, Inc. (“**ESBA**”), Attn: Robert Katz, or his designated representative, in writing at: 2 Penn Center, 1500 JFK Blvd., Suite 1730, Philadelphia, PA 19102, via email at rdkatz@esba.com, or via telephone at (215) 568-5788. Before the Debtors provide any confidential information to a proposed Qualified Bidder, such proposed Qualified Bidder shall have delivered to the Debtors a fully executed confidentiality agreement in a form reasonably acceptable to the Debtors (the “**Confidentiality Agreement**”). The Debtors, after reasonable consultation with their advisors and the DIP Lenders, may impose any and all limitations, restrictions or conditions upon an interested party’s ability to conduct due diligence that the Debtors deem reasonably necessary to (i) avoid disruption of the Debtors’ operation; (ii) preserve the value of the Acquired Assets; (iii) protect confidential, proprietary or otherwise sensitive information; or (iv) address any other concerns the Debtors have with respect to any particular factual circumstances surrounding or unique to any particular party (such as if a party is a competitor of the Debtors). The Debtors make no representation or

warranty as to the information to be provided through the due diligence process or otherwise, except to the extent set forth in a definitive asset purchase agreement with the Buyer, or in the APA, as executed and delivered by the Debtors.

7. Consideration of Bids. Any party wishing to bid for the Acquired Assets at the Auction (a “**Prospective Bidder**”) must have first submitted an initial, qualified bid. A bidder who submits a Qualified Bid in accordance with the procedures specified herein is a “**Qualified Bidder.**”

8. Submission of a Qualified Bid. To become a Qualified Bidder, a Prospective Bidder must submit a Qualified Bid in writing to the Debtors, ESBA, Meserole and any Committee (collectively, the “**Bid Notice Parties**”) on or before **4:00 p.m. (Prevailing Eastern Time) on August 19, 2013** (the “**Bid Deadline**”). The Debtors will as promptly thereafter as practicable, and in any event prior to the commencement of the Auction, notify each Prospective Bidder whether it has been deemed a Qualified Bidder.

9. Bid Notice Parties. The service information for the Bid Notice Parties is attached hereto as Exhibit "A."

10. Requirements for a Qualified Bid. Each Prospective Bidder, by submitting a bid, shall be deemed to acknowledge that it understands and is bound by the terms of the Bid Procedures and the Bid Procedures Order. To be designated a Qualified Bid, a bid must be submitted so that it is received by all notice parties prior to the Bid Deadline (a “**Submitted Bid**”) and must satisfy the following requirements:

a. A Submitted Bid must be submitted in the form of an executed purchase agreement in the form of the APA, fully executed by the Prospective Bidder, and must be black-lined off the APA to show any proposed changes to the form APA. The APA must include a commitment to close by no later than September 6, 2013. A Submitted Bid should propose a contemplated transaction involving all or substantially all of the Acquired Assets, provided, however, that the Debtors in their sole discretion may consider proposals for less than substantially all of the Assets, provided further that the Debtors will evaluate all Submitted Bids, in their sole discretion, to determine whether such Submitted Bids or combination of Submitted Bids maximizes the value of the Debtors' estates as a whole.

b. A Submitted Bid must provide for a purchase price that is at least equal to the Minimum Bid (as defined in the Sale Motion), payable in cash and/or other consideration. Notwithstanding the foregoing, Meserole may make a Qualified Bid for the Assets securing its claim to the fullest extent permitted by section 363(k) of the Bankruptcy Code (a “**Credit Bid**”), and the Credit Bid may include some or all of the DIP Loan, together with

some or all of the obligations owed under the Meserole Prepetition Loan Documents.

- c. A Submitted Bid must be accompanied by a good faith deposit by wire transfer, certified or cashier's check, in the amount of \$750,000 (the "**Good Faith Deposit**"). The Debtors reserve the right to modify the amount of the Good Faith Deposit in their sole discretion. Meserole is not required to post a Deposit. Each Good Faith Deposit shall be held by counsel to the Debtors in a non interest-bearing account. The Good Faith Deposits of all Prospective Bidders, other than the Buyer and the Back-Up Bidder (defined below), shall be returned in accordance with the procedures set forth in paragraph 17 below.
- d. If not previously delivered to the Debtors, a Submitted Bid must be accompanied by an executed Confidentiality Agreement.
- e. All Submitted Bids must be irrevocable until two (2) business days after the Assets have been sold pursuant to the closing of the sale or sales approved by the Bankruptcy Court (the "**Termination Date**").
- f. A Submitted Bid may not be conditioned on obtaining financing or any internal approval or on the outcome or review of due diligence, but may be subject to the accuracy in all material respects at the closing of specified representations and warranties at or before closing or the satisfaction in all material respects at the closing of specified conditions.
- g. At or prior to the Bid Deadline, a Prospective Bidder must provide written evidence of an irrevocable commitment for financing or capital, without any contingency other than the entry of the Sale Order approving the Prospective Bidder as the Buyer, or other satisfactory written evidence that the Prospective Bidder has the financial ability to close the transaction contemplated in the Submitted Bid and to pay the cash component of its proposed purchase price in cash by **September 6, 2013**, together with appropriate contact information for such financing sources (the "**Financial Evidence**").
- h. The Financial Evidence shall also include evidence of the Prospective Bidder's ability to provide adequate assurance of future performance under any executory contract or unexpired lease to be assumed and assigned to the Prospective Bidder under the Prospective Bidder's proposed asset purchase agreement.
- i. The Submitted Bid must be accompanied by a board resolution or other similar document demonstrating the authority of the Prospective Bidder to submit, execute, deliver and close the proposed sale transaction.

j. The Submitted Bid must include an acknowledgement and representation that the Prospective Bidder: (i) has had an opportunity to conduct any and all due diligence regarding the Acquired Assets prior to making its offer, (ii) has relied solely upon its own independent review, investigation, and/or inspection of any documents and/or the Acquired Assets in making its bid, (iii) did not rely upon any written or oral statements, representations, promises, warranties, or guaranties whatsoever, whether express, implied, by operation of law or otherwise, regarding the Acquired Assets, or the completeness of any information provided in connection therewith or the Auction, except as expressly stated in the APA, (iv) agrees that the offer to purchase the Acquired Assets and assume the Assumed Contracts and pay Cure Costs will remain open and capable of being accepted by Debtors and consummated in the event the Buyer does not close under the Successful Bid until two business days following the closing date with the Buyer, and (v) agrees that any non-disclosure agreement or confidentiality agreement entered into with the Debtors shall be enforceable by the Buyer.

k. All Prospective Bidders and Qualified Bidders shall bear their own costs and expenses in connection with submission of bids, the Auction, the sale process and preparation of those documents necessary to effectuate a transfer of title of the assets purchased and all waive any claim or the right to assert a claim for substantial contribution under section 503 of the Bankruptcy Code, or reimbursement of expenses.

The Debtors, in reasonable consultation with the Committee, if any, and Meserole, will determine whether a party submitting a bid (i) has demonstrated the financial capacity to consummate the proposed purchase of the Acquired Assets and provide adequate assurance of future performance in respect of the Assumed Contracts to be assigned to such party, (ii) is reasonably likely to consummate the contemplated transactions if selected as the Buyer, (iii) as to Meserole or other Proposed Bidder asserting a lien on the Acquired Assets has a valid, perfected security interest not subject to bona fide dispute, as determined by reference to applicable law, in the Debtors' assets (such parties, if any, the "**Other Secured Parties**") for the purpose of determining whether a bidder is permitted to credit bid, and (iv) has otherwise satisfied the requirements for a Qualified Bid set forth above.

11. Contracts and Leases.

a. All Qualified Bidders shall submit a schedule of proposed executory contracts and unexpired leases that such Qualified Bidder desires to assume to the Debtors prior to the Auction (the "**Assumed Contracts**"). At the closing, the Debtors intend to assume and sell and assign to the Buyer the Assumed Contracts specified by the Buyer in such schedule.

- b. Within two (2) business days following entry of the Bidding Procedures Order, the Debtors will serve on both the Bid Notice Parties and the non-debtor parties to the Contracts and Leases (the "**Contract Notice Parties**"), a notice (the "**Cure Notice**") (a) indicating the Debtors' estimate of the amounts, if any, required to satisfy the cure and compensation requirements of Bankruptcy Code section 365(b)(1) ("**Cure Costs**") with respect to all Contracts and Leases that might be assigned in connection with a sale of the Acquired Assets, (b) providing notice that Qualified Bidders may propose to take an assignment of any of the Contracts and Leases, and (c) providing notice of the deadline for responses or objections to the proposed assumption and assignment of the Contracts and Leases, and the Cure Cost, if any, with respect thereto.
- c. The Cure Notice will state that the date by which any objection to the proposed assumption and assignment of the Contracts and Leases and the Cure Cost with respect thereto shall be **August 26, 2013 at Noon (Prevailing Pacific Time)**.
- d. On or before **August 23, 2013**, the Debtors will file with serve on the affected parties a notice identifying the Buyer and stating which Contracts and Leases will be assumed and assigned.
- e. If a counterparty to a Contract and Lease fails to properly file and serve an objection to the assumption and assignment or to the Cure Cost contained in the Cure Notice, the counterparty will receive at the time of closing (or as soon as reasonably practicable thereafter), the Cure Costs set forth in the Cure Notice, together with any post-Petition Date amounts due with payment made pursuant to the terms of the agreement of the Buyer.
- f. If an objection is filed by a counterparty to an Assumed Contract with respect to the Cure Cost set forth in the Cure Notice, such objection must set forth a specific default under the Assumed Contract, and claim a specific monetary amount that differs from the amount, if any, specified by the Debtors in the Cure Notice or, alternatively, state why the counterparty believes that additional Cure Costs are owing, and state the basis for any other objection to the assumption and assignment of the Assumed Contract.
- g. The Buyer shall purchase and assume and be responsible for payment of any Cure Costs that may be owed to any counterparty to the Assumed Contracts, as determined by agreement of the parties or by the Court.
- h. The Buyer shall also be responsible for satisfying any requirements regarding adequate assurances of future performance that may be imposed

under section 365(b) of the Bankruptcy Code in connection with the proposed purchase and assumption and any Assumed Contracts.

i. Any disputes regarding Cure Costs or adequate assurance of future performance not resolved by the parties prior to the Sale Hearing shall be resolved by the Court at the Sale Hearing, or such later date hearing as the Court shall determine.

12. Credit Bidding. To the extent that any party believes it is entitled to and wishes to submit a credit bid at the Auction (the "**Prospective Credit Bid Parties**"), such party must, by no later than the Bid Deadline, submit a notice to the Bid Notice Parties in writing indicating its desire to credit bid (the "**Credit Bid Notice**"). The Credit Bid Notice must include or attach the following: (i) the dollar figure it intends to credit bid (the "**Credit Bid Amount**"), and (ii) evidence that it holds a valid, perfected, "in the money" security interest in or lien upon the assets to be sold at the Auction in the Credit Bid Amount (for the avoidance of doubt, junior lien holders desiring to credit bid will be required to offer to pay all prior liens in cash in full and credit bid its claim). That evidence should include, *inter alia*, (i) copies of any underlying agreement(s) and/or document(s) giving rise to an obligation of the Debtors to the Prospective Credit Bid Party, (ii) a description of the Debtors' assets upon which the Prospective Credit Bid Party asserts a security interest or lien, (iii) any UCC filings prepared and filed by the Prospective Credit Bid Party in connection with its purported security interest or lien, and (iv) any filings with any trademark, patent or copyright office, as applicable, prepared and filed by the Prospective Credit Bid Party in connection with its purported security interest or lien. The Debtors, in reasonable consultation with the Committee, if any, and Meserole if it is not participating in the Auction, shall determine whether any Prospective Credit Bid Parties have a valid, perfected, first priority security interest not subject to bona fide dispute, as determined by reference to applicable law, in the Debtors' assets for the purpose of determining whether a Prospective Credit Bid Party is permitted to credit bid at the Auction. If there is a dispute as to whether a particular party may credit bid, or as to the amount that a party is entitled to credit bid, and such dispute cannot be resolved by the parties, such dispute shall be submitted to the Court to be decided by the Court at the Sale Hearing. To the extent that any Prospective Credit Bid Party receives notice of this Motion and does not timely submit a Credit Bid Notice in accordance with the above-described procedures, such party shall be deemed to have waived its right to credit bid at the Auction.

13. Auction Procedures. The Debtor will conduct an Auction on **August 22, 2013, commencing at 10:00 A.M., PDT**, in the offices of the Debtors' reorganization counsel, Stutman, Treister & Glatt, PC, 1901 Avenue of the Stars, Twelfth Floor, Los Angeles, CA 90067-6013, or such other location designated by the Debtors or the Court, in reasonable consultation with the Bid Notice Parties. If there are two or more Qualified Bids, the Debtors shall conduct the Auction in any reasonable manner that is not inconsistent with these Bid Procedures and the Bid Procedures Order, and that provides Qualified Bidders with a fair opportunity to participate, subject to the requirements set forth below. In the event no Qualified Bids or only one Qualified Bid is received, then

the Debtors shall not conduct the Auction. If only one Qualified Bid is received, then the Debtors shall submit that Qualified Bid to the Court for approval as the Successful Bid.

- a. Only Qualified Bidders will be permitted to bid at the Auction.
- b. The highest or otherwise best Qualified Bid received for the Acquired Assets and Assumed Contracts by the Bid Deadline will be the Initial Auction Bid.
- c. Each Qualified Bidder must appear in person or through a duly authorized representative at the Auction. After the announcement of the Initial Auction Bid, the Debtors will request additional bidding at the Auction.
- d. A Qualified Bidder may increase its bid as many times as it chooses, provided that each subsequent bid must exceed the prior bid for the Acquired Assets by at least \$100,000. Such increase may take the form of an all cash bid, a credit bid (with respect to Meserole or the Other Secured Parties, if any), or a combination of both.
- e. The Auction shall continue until the Buyer has been determined by the Debtors, in consultation with the Committee, if any, and Meserole so long as Meserole is not then participating in the Auction. The Buyer shall be the Qualified Bidder making the highest or otherwise best bid at the Auction for the Acquired Assets.

In consultation with the Committee, if any, and Meserole if it is not participating in the Auction, the Debtors reserve the right prior to, during and after the Auction (subject to review by the Bankruptcy Court at the Sale Hearing), to reject any bid that is not in conformity with these Bid Procedures, any order or orders of the Bankruptcy Court, or the Bankruptcy Code, or that is determined not to be in the best interests of the Debtors and their estates, as determined by the Debtors in their sole and reasonable exercise of their business judgment.

14. Back-Up Bidder. As a condition to qualifying to participate in the Auction, each Qualified Bidder shall be deemed to have consented to serve as a “**Back-Up Bidder**.” If an Auction is conducted, the party with the next highest bid after the Buyer at the Auction shall be required to serve as the Back-Up Bidder, and such bid is to remain open for acceptance by the Debtors and consummation by the parties until the Termination Date; provided, however, that nothing herein shall be deemed to modify or otherwise alter any provision in the APA, or any rights of termination set forth therein.

15. Selection of Buyer. To conclude the Auction, the Debtors, in consultation with their advisors and Committee, if any, and Meserole so long as it is not then participating in the Auction, will: (i) review each Qualified Bid, and consider each Qualified Bid, on the basis, without limitation, of the amount of the purchase price, the

form of consideration being offered, the likelihood of the bidder's ability to close a transaction and the timing thereof, the number, type and nature of any changes to the APA requested by each bidder, and the net benefit to the Debtors' estates, (ii) identify the highest or otherwise best offer submitted for the Acquired Assets received at the Auction (which may be an aggregate of bids for less than all of the Assets) (the "**Prevailing Bid**"), (iii) designate the party that submitted the Prevailing Bid as the Buyer, and (iv) identify the Back-Up Bidder.

16. Results of Auction. On August 23, 2013, the Debtors will file a notice indicating whether an Auction was held and, if so, summarizing the Auction and identifying the Buyer and Prevailing Bid and Back-Up Bidder and its highest Qualified Bid. If no Auction was held, the Buyer shall file a notice indicating the Buyer. At the Sale Hearing, the Court, pursuant to Bankruptcy Code sections 363 and 365, will consider (i) whether to approve the sale of the Acquired Assets to the Buyer, (ii) whether to approve the assumption and assignment of Assumed Contracts to the Buyer, and (iii) any objections by parties with standing to the entry of an order providing such relief (including, without limitation, objections by parties to the Debtors' determination of such parties' ability to credit bid at the Auction).

17. Return of Good Faith Deposits. Except as otherwise provided herein, all Good Faith Deposits shall be returned to each Prospective Bidder not selected by the Debtors to be Qualified Bidders upon such determination, or not selected by the Debtors in accordance with the above procedures as the Buyer or the Back-Up Bidder by no later than the fifth (5th) business day following the conclusion of the Auction. The Good Faith Deposit of the Back-Up Bidder shall be held by the Debtors' counsel until the Termination Date.

18. Reservation of Rights; Deadline Extension. Notwithstanding any of the foregoing, the Debtors reserve their rights, in the exercise of their fiduciary obligations, and after consultation with the Committee, if any, and Meserole if it is not then participating in the Auction, to modify the Bid Procedures or impose, at or prior to the Auction, additional customary terms and conditions on the sale of the Acquired Assets or otherwise modify the APA, including, without limitation, extending the deadlines set forth in these Bid Procedures, modifying bidding increments, adjourning the Auction and/or adjourning the Sale Hearing in open court without further notice, withdrawing from the Auction the Acquired Assets at any time prior to or during the Auction or canceling the Auction, and rejecting any and all Qualified Bids.

EXHIBIT A

Bid Notice Parties

1. The Debtors and the Debtors' reorganization counsel at the following addresses:

Colorep, Inc. and Transprint USA, Inc.
1000 Pleasant Valley Road
Harrisonburg, VA 22801-9790

and

Gary E. Klausner, Esq.
Margreta M. Morgulas, Esq.
Kizzy L. Jarashow, Esq.
Michael S. Neumeister, Esq.
Stutman, Treister & Glatt, P.C.
1901 Avenue of the Stars, 12th Floor
Los Angeles, CA 90067

2. ESBA at the following addresses:

Colorep, Inc. and Transprint USA, Inc.
1000 Pleasant Valley Road
Harrisonburg, VA 22801-9790
Attn: Robert Katz, [Proposed] CRO

and

Executive Sounding Board Associates Inc.
2 Penn Center, 1500 JFK Blvd., Suite 1730
Philadelphia, PA 19102
Attn: Robert Katz

3. Meserole and Meserole's counsel, at the following addresses:

Meserole, LLC
Attn: Ari Hirt
152 West 57th Street
4th Floor
New York, NY 10019

and

Frank Pepler, Esq.
DLA PIPER LLP (US)
555 Mission Street
Suite 2400
San Francisco, CA 94105

Stuart M. Brown, Esq.
DLA PIPER LLP (US)
919 N. Market Street
Suite 1500
Wilmington, DE 19801-3046

and

4. Any official committee that may be appointed in the Debtors'
chapter 11 cases.

Exhibit B

1 GARY E. KLAUSNER (STATE BAR NO. 69077)
MARGRETA M. MORGULAS (STATE BAR NO. 224950),
2 KIZZY L. JARASHOW (*Pro Hac Vice Application Pending*), and
MICHAEL S. NEUMEISTER (STATE BAR NO. 274220), Members of
3 **STUTMAN, TREISTER & GLATT**
PROFESSIONAL CORPORATION
4 1901 Avenue of the Stars, 12th Floor
Los Angeles, CA 90067
5 Telephone: (310) 228-5600
Telecopy: (310) 228-5788
6 Email: gklausner@stutman.com
mmorgulas@stutman.com
7 kjarashow@stutman.com
mneumeister@stutman.com

8
9 [Proposed] Reorganization Counsel
for Debtors and Debtors in Possession

10 Debtors' Mailing Address:
Colorep, Inc. and Transprint USA, Inc.
11 100 Pleasant Valley Road
Harrisonburg, VA 22801-9790
12 Attn: Robert Katz, [Proposed] CRO

13
14 **UNITED STATES BANKRUPTCY COURT**
CENTRAL DISTRICT OF CALIFORNIA
15 **LOS ANGELES DIVISION**

16 In re:
17 **COLOREP, INC.**,
a California corporation, *et al.*,
18
19 Debtors.

20
21 Tax I.D. Nos. 94-3055026 (Colorep, Inc.)
and 54-1200596 (Transprint USA, Inc.)
22

Case No. 13-bk-27689-WB
Chapter 11
(Jointly Administered)

23 **NOTICE OF SALE PROCEDURES,**
AUCTION DATE AND SALE HEARING

24
25 **Hearing date**
Date: [date]
26 Time: [time]
Location: Courtroom 1475
27 255 East Temple Street
Los Angeles, CA 90012
28

1 Street, Courtroom 1475, Los Angeles, CA 90012.

2 **PLEASE TAKE FURTHER NOTICE** that the Bid Procedures annexed hereto shall
3 govern the bidding process and the Auction of the Assets. Any person that wishes to receive a
4 copy of the Bid Procedures Order and/or the Motion shall make such a request in writing to
5 counsel to the Debtors, Stutman, Treister & Glatt, P.C., at 1901 Avenue of the Stars, 12th Floor,
6 Los Angeles, CA 90067, Attn: Kendra A. Johnson (Paralegal), or via facsimile at (310) 228-5788,
7 Attn: Kendra A. Johnson, or via email at kjohnson@stutman.com. Such request must specify
8 whether you would like the requested documents sent via facsimile, email or overnight mail.

9 **Objections**

10 **PLEASE TAKE FURTHER NOTICE** that any objection to any of the relief to be
11 requested at the Sale Hearing must be in writing, state the basis of such objection with specificity
12 and shall be filed with the Court, with a courtesy copy to Chambers, and shall be served on: (1)
13 the Debtors, Colorep, Inc. and Transprint USA, Inc., 1000 Pleasant Valley Road, Harrisonburg,
14 VA 22801-9790, Attn: Robert Katz, [Proposed] CRO, with a copy to counsel for the Debtors,
15 Stutman, Treister & Glatt, P.C., 1901 Avenue of the Stars, 12th Floor, Los Angeles, CA 90067,
16 Attn: Gary E. Klausner, Esq. and Kizzy L. Jarashow, Esq.; (2) the Debtors' [Proposed] CRO,
17 Robert Katz, Executive Sounding Board Associates Inc., 2 Penn Center, 1500 JFK Blvd., Suite
18 1730, Philadelphia, PA 19102; (3) Counsel to Meserole, LLC: (a) DLA PIPER LLP (US) 555
19 Mission Street, Suite 2400, San Francisco, CA 94015 Attn: Frank Pepler, Esq. and (b) DLA
20 PIPER LLP (US), 919 N. Market Street, Suite 1500, Wilmington, DE 19801-3046, Attn: Stuart
21 M. Brown, Esq.; and (4) The Office of the United States Trustee, 725 S Figueroa St., 26th Floor,
22 Los Angeles, CA 90017, Attn: Ron Maroko, so as to be received by **August 26, 2013 at 12:00**
23 **p.m. (Pacific Time)**.

24 **PLEASE TAKE FURTHER NOTICE** that all requests for information concerning the
25 Assets and all requests for information concerning the Bid Procedures, should be directed in
26 writing to (i) the Debtors, Colorep, Inc. and Transprint USA, Inc., 1000 Pleasant Valley Road,
27 Harrisonburg, VA 22801-9790, Attn: Robert Katz, [Proposed] CRO; and (ii) counsel for the
28 Debtors, Stutman, Treister & Glatt, P.C., 1901 Avenue of the Stars, 12th Floor, Los Angeles, CA

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90067, Attn: Gary E. Klausner, Esq. and Kizzy L. Jarashow, Esq., or via email to
gklausner@stutman.com and kjarashow@stutman.com.

Dated: July _____, 2013 Respectfully submitted,

GARY E. KLAUSNER (STATE BAR NO. 69077)
MARGRETA M. MORGULAS (STATE BAR NO. 224950),
KIZZY L. JARASHOW (*Pro Hac Vice Application Pending*),
MICHAEL S. NEUMEISTER (STATE BAR NO. 274220)
STUTMAN, TREISTER & GLATT
PROFESSIONAL CORPORATION
1901 Avenue of the Stars, 12th Floor
Los Angeles, CA 90067
Telephone: (310) 228-5600
Telecopy: (310) 228-5788
Email: gklausner@stutman.com
mmorgulas@stutman.com
kjarashow@stutman.com
mneumeister@stutman.com

*[Proposed] Reorganization Counsel
for Debtors and Debtors in Possession*

Exhibit C

1 GARY E. KLAUSNER (STATE BAR NO. 69077)
MARGRETA M. MORGULAS (STATE BAR NO. 224950),
2 KIZZY L. JARASHOW (*Pro Hac Vice Application Pending*), and
MICHAEL S. NEUMEISTER (STATE BAR NO. 274220), Members of
3 **STUTMAN, TREISTER & GLATT**
PROFESSIONAL CORPORATION
4 1901 Avenue of the Stars, 12th Floor
Los Angeles, CA 90067
5 Telephone: (310) 228-5600
Telecopy: (310) 228-5788
6 Email: gklausner@stutman.com
mmorgulas@stutman.com
7 kjarashow@stutman.com
mneumeister@stutman.com

8
9 [Proposed] Reorganization Counsel
for Debtors and Debtors in Possession

10 Debtors' Mailing Address:
Colorep, Inc. and Transprint USA, Inc.
11 100 Pleasant Valley Road
Harrisonburg, VA 22801-9790
12 Attn: Robert Katz, [Proposed] CRO

13
14 **UNITED STATES BANKRUPTCY COURT**
CENTRAL DISTRICT OF CALIFORNIA
15 **LOS ANGELES DIVISION**

16 In re:
17 **COLOREP, INC.**,
a California corporation, *et al.*,
18
19 Debtors.

20
21 Tax I.D. Nos. 94-3055026 (Colorep, Inc.)
and 54-1200596 (Transprint USA, Inc.)

Case No. 13-bk-27689-WB
Chapter 11
(Jointly Administered)

22 **NOTICE OF AUCTION**
AND SALE HEARING

23
24
25 **Hearing date**
Date: [date]
26 Time: [time]
Location: Courtroom 1475
27 255 East Temple Street
Los Angeles, CA 90012
28

1 19801-3046, Attn: Stuart M. Brown, Esq.

2 **Auction**

3 **PLEASE TAKE FURTHER NOTICE** that the Debtors will conduct an auction (the
4 **“Auction”**) to determine the highest and best bid with respect to the Assets. The Auction shall
5 commence on **August 22, 2013 at 10:00 a.m. (Eastern Time)**, at offices of the Debtors’ counsel,
6 Stutman, Treister & Glatt, P.C., 1901 Avenue of the Stars, 12th Floor, Los Angeles, CA 90067.

7 **PLEASE TAKE FURTHER NOTICE** that the Bid Procedures approved by the Bid
8 Procedures Order, a copy of which are attached hereto as **Exhibit A**, describe the terms of the
9 Auction process, the requirements and deadlines for participation in the Auction, required terms
10 of any bids, and the time, location and conduct of the Auction. In the event of any inconsistency
11 or conflict between this notice, the Bid Procedures and the Bid Procedures Order, the Bid
12 Procedures Order shall control.

13 **The Sale Hearing**

14 **PLEASE TAKE FURTHER NOTICE** that the Court has scheduled a hearing for
15 **August 28, 2013** (the **“Sale Hearing”**) to consider approval of the winning bid(s) and confirm the
16 results of the Auction for the Assets. The Sale Hearing may, however, be adjourned in open court
17 from time to time, without further notice. The Sale Hearing will be held before the Honorable
18 Sheri Bluebond, United States Bankruptcy Judge, at the United States Bankruptcy Court for the
19 Central District of California, Los Angeles Division, 255 E. Temple Street, Courtroom 1475, Los
20 Angeles, CA 90012.

21 **PLEASE TAKE FURTHER NOTICE** that the Bid Procedures annexed hereto shall
22 govern the bidding process and the Auction of the Assets. Any person that wishes to receive a
23 copy of the Bid Procedures Order shall make such a request in writing to counsel to the Debtors,
24 Stutman, Treister & Glatt, P.C., at 1901 Avenue of the Stars, 12th Floor, Los Angeles, CA 90067,
25 Attn: Kendra A. Johnson (Paralegal), or via facsimile at (310) 228-5788, Attn: Kendra A.
26 Johnson, or via email at kjohnson@stutman.com. Such request must specify whether you would
27 like the requested documents sent via facsimile, email or overnight mail.

28

1 Objections

2 **PLEASE TAKE FURTHER NOTICE** that any objection to any of the relief to be
3 requested at the Sale Hearing must be in writing, state the basis of such objection with specificity
4 and shall be filed with the Court, with a courtesy copy to Chambers, and shall be served on: (1)
5 the Debtors, Colorep, Inc. and Transprint USA, Inc., 1000 Pleasant Valley Road, Harrisonburg,
6 VA 22801-9790, Attn: Robert Katz, [Proposed] CRO, with a copy to counsel for the Debtors,
7 Stutman, Treister & Glatt, P.C., 1901 Avenue of the Stars, 12th Floor, Los Angeles, CA 90067,
8 Attn: Gary E. Klausner, Esq. and Kizzy L. Jarashow, Esq.; (2) the Debtors' [Proposed] CRO,
9 Robert Katz, Executive Sounding Board Associates Inc., 2 Penn Center, 1500 JFK Blvd., Suite
10 1730, Philadelphia, PA 19102; (3) Counsel to Meserole, LLC: (a) DLA PIPER LLP (US) 555
11 Mission Street, Suite 2400, San Francisco, CA 94105 Attn: Frank Pepler, Esq. and (b) DLA
12 PIPER LLP (US), 919 N. Market Street, Suite 1500, Wilmington, DE 19801-3046, Attn: Stuart
13 M. Brown, Esq.; and (4) The Office of the United States Trustee, 725 S Figueroa St., 26th Floor,
14 Los Angeles, CA 90017, Attn: Ron Maroko, so as to be received by **August 26, 2013 at 12:00**
15 **p.m. (Pacific Time)**.

16 **PLEASE TAKE FURTHER NOTICE** that all requests for information concerning the
17 Assets and all requests for information concerning the Bid Procedures, should be directed in
18 writing to (i) the Debtors, Colorep, Inc. and Transprint USA, Inc., 1000 Pleasant Valley Road,
19 Harrisonburg, VA 22801-9790, Attn: Robert Katz, [Proposed] CRO; and (ii) counsel for the
20 Debtors, Stutman, Treister & Glatt, P.C., 1901 Avenue of the Stars, 12th Floor, Los Angeles, CA
21 90067, Attn: Gary E. Klausner, Esq. and Kizzy L. Jarashow, Esq., or via email to
22 gklausner@stutman.com and kjarashow@stutman.com.

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1 Dated: July _____, 2013

Respectfully submitted,

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3

GARY E. KLAUSNER (STATE BAR NO. 69077)
MARGRETA M. MORGULAS (STATE BAR NO. 224950),
KIZZY L. JARASHOW (*Pro Hac Vice Application Pending*),
MICHAEL S. NEUMEISTER (STATE BAR NO. 274220)

4

5

**STUTMAN, TREISTER & GLATT
PROFESSIONAL CORPORATION**

6

1901 Avenue of the Stars, 12th Floor
Los Angeles, CA 90067

7

Telephone: (310) 228-5600

8

Telecopy: (310) 228-5788

9

Email: gklausner@stutman.com

mmorgulas@stutman.com

kjarashow@stutman.com

mneumeister@stutman.com

10

11

*[Proposed] Reorganization Counsel
for Debtors and Debtors in Possession*

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Exhibit D

1 GARY E. KLAUSNER (STATE BAR NO. 69077)
MARGRETA M. MORGULAS (STATE BAR NO. 224950),
2 KIZZY L. JARASHOW (*Pro Hac Vice Application Pending*), and
MICHAEL S. NEUMEISTER (STATE BAR NO. 274220), Members of
3 **STUTMAN, TREISTER & GLATT**
PROFESSIONAL CORPORATION
4 1901 Avenue of the Stars, 12th Floor
Los Angeles, CA 90067
5 Telephone: (310) 228-5600
Telecopy: (310) 228-5788
6 Email: gklausner@stutman.com
mmorgulas@stutman.com
7 kjarashow@stutman.com
mneumeister@stutman.com

8
9 [Proposed] Reorganization Counsel
for Debtors and Debtors in Possession

10 Debtors' Mailing Address:
Colorep, Inc. and Transprint USA, Inc.
11 100 Pleasant Valley Road
Harrisonburg, VA 22801-9790
12

13 **UNITED STATES BANKRUPTCY COURT**
CENTRAL DISTRICT OF CALIFORNIA
14 **LOS ANGELES DIVISION**

15 In re:
16 COLOREP, INC.,
a California corporation, *et al.*,
17
18 Debtors.

Case No. 13-bk-27689-WB
Chapter 11
(Jointly Administered)

19
20 Tax I.D. Nos. 94-3055026 (Colorep, Inc.)
and 54-1200596 (Transprint USA, Inc.)
21

**NOTICE TO COUNTERPARTIES TO
EXECUTORY CONTACTS AND
UNEXPIRED LEASES THAT MAY BE
ASSUMED AND ASSIGNED**

22
23
24
25 **Hearing date**
Date: [date]
26 Time: [time]
Location: Courtroom 1475
27 255 East Temple Street
Los Angeles, CA 90012
28

1 Contracts to cure any defaults existing under such contracts as of the Petition Date (the "**Cure**
2 **Costs**").²

3 **PLEASE TAKE FURTHER NOTICE** that the Buyer may exclude any agreement or
4 agreements from the list of Assumed Contracts at any time prior to the closing.

5 **PLEASE TAKE FURTHER NOTICE** that the Debtors will deliver a copy of the
6 Motion to you by facsimile, email or overnight delivery if you send a written request for such
7 delivery to counsel for the Debtors, Stutman, Treister & Glatt, P.C., 1901 Avenue of the Stars,
8 12th Floor, Los Angeles, CA 90067, Attn: Kendra A. Johnson (Paralegal), or via facsimile at
9 (310) 228-5788, Attn: Kendra A. Johnson, or via email to kjohnson@stutman.com. Such request
10 must specify whether you would like the requested documents sent via facsimile, email or
11 overnight delivery.

12 **Objections**

13 **PLEASE TAKE FURTHER NOTICE** that if you disagree with the Cure Cost shown
14 for the Assumed Contract on Exhibit A, or if you object to the assumption and assignment of your
15 Assumed Contract on any ground, you must file an objection in writing with the United States
16 Bankruptcy Court for the Central District of California, Los Angeles Division, 255 E. Temple
17 Street, Courtroom 1475, Los Angeles, CA 90012, on or before **August 26, 2013 at 12:00 p.m.**
18 **(Pacific Time)**. In addition, any objection must set forth the specific default or defaults alleged,
19 set forth any such other ground for objection, and set forth any Cure Cost as alleged by you.

20 **PLEASE TAKE FURTHER NOTICE** that any objection to the assumption and
21 assignment of your Assumed Contract, must be in writing, state the basis of such objection with
22 specificity and shall be filed with the Court, with a courtesy copy to Chambers, and shall be
23 served on: (1) the Debtors, Colorep, Inc. and Transprint USA, Inc., 1000 Pleasant Valley Road,
24 Harrisonburg, VA 22801-9790, Attn: Robert Katz, [Proposed CRO], with a copy to counsel for
25 the Debtors, Stutman, Treister & Glatt, P.C., 1901 Avenue of the Stars, 12th Floor, Los Angeles,
26

27 ² Your receipt of this notice does not constitute an admission by the Debtors that your agreement actually constitutes
28 an executory contract or unexpired lease under section 365 of the Bankruptcy Code, and the Debtors expressly
reserve the right to challenge the status of any agreement.

1 CA 90067, Attn: Gary E. Klausner, Esq. and Kizzy L. Jarashow, Esq.; (2) the Debtors' [Proposed]
2 CRO, Robert Katz, Executive Sounding Board Associates Inc., 2 Penn Center, 1500 JFK Blvd.,
3 Suite 1730, Philadelphia, PA 19102; (3) Counsel to Meserole, LLC: (a) DLA PIPER LLP (US)
4 555 Mission Street, Suite 2400, San Francisco, CA 94105 Attn: Frank Pepler, Esq. and (b) DLA
5 PIPER LLP (US), 919 N. Market Street, Suite 1500, Wilmington, DE 19801-3046, Attn: Stuart
6 M. Brown, Esq.; and (4) The Office of the United States Trustee, 725 S Figueroa St., 26th Floor,
7 Los Angeles, CA 90017, Attn: Ron Maroko, so as to be received by **August 26, 2013 at 12:00**
8 **p.m. (Pacific Time)**.

9 **PLEASE TAKE FURTHER NOTICE THAT IF YOU DO NOT TIMELY FILE**
10 **AND SERVE AN OBJECTION AS STATED ABOVE, THE COURT MAY GRANT THE**
11 **RELIEF REQUESTED IN THE MOTION WITHOUT FURTHER NOTICE. ANY NON-**
12 **DEBTOR PARTY TO ANY ASSUMED CONTRACT WHO DOES NOT FILE A TIMELY**
13 **OBJECTION TO THE CURE COSTS FOR SUCH ASSUMED CONTRACT IS DEEMED**
14 **TO HAVE CONSENTED TO SUCH CURE COSTS, AND ANY NON-DEBTOR PARTY**
15 **TO ANY ASSUMED CONTRACT WHO DOES NOT FILE A TIMELY OBJECTION ON**
16 **OTHER GROUNDS IS DEEMED TO HAVE CONSENTED TO SUCH ASSUMPTION**
17 **AND ASSIGNMENT.**

18 **PLEASE TAKE FURTHER NOTICE** that all requests for information concerning the
19 Assets and all requests for information concerning the Bid Procedures, should be directed in
20 writing to (i) the Debtors, Colorep, Inc. and Transprint USA, Inc., 1000 Pleasant Valley Road,
21 Harrisonburg, VA 22801-9790, Attn: Robert Katz, [Proposed] CRO; and (ii) counsel for the
22 Debtors, Stutman, Treister & Glatt, P.C., 1901 Avenue of the Stars, 12th Floor, Los Angeles, CA
23 90067, Attn: Gary E. Klausner, Esq. and Kizzy L. Jarashow, Esq., or via email to
24 gklausner@stutman.com and kjarashow@stutman.com.

25
26
27
28

1 Dated: July _____, 2013

Respectfully submitted,

2

3

GARY E. KLAUSNER (STATE BAR NO. 69077)
MARGRETA M. MORGULAS (STATE BAR NO. 224950),
KIZZY L. JARASHOW (*Pro Hac Vice Application Pending*),
MICHAEL S. NEUMEISTER (STATE BAR NO. 274220)

4

5

**STUTMAN, TREISTER & GLATT
PROFESSIONAL CORPORATION**

6

1901 Avenue of the Stars, 12th Floor
Los Angeles, CA 90067

7

Telephone: (310) 228-5600

8

Telecopy: (310) 228-5788

9

Email: gklausner@stutman.com

mmorgulas@stutman.com

10

kjarashow@stutman.com

mneumeister@stutman.com

11

*[Proposed] Reorganization Counsel
for Debtors and Debtors in Possession*

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Exhibit E

1 GARY E. KLAUSNER (STATE BAR NO. 69077)
2 MARGRETA M. MORGULAS (STATE BAR NO. 224950), and
3 KIZZY L. JARASHOW (*Pro Hac Vice Application Pending*), Members of
4 **STUTMAN, TREISTER & GLATT**
5 **PROFESSIONAL CORPORATION**
6 1901 Avenue of the Stars, 12th Floor
7 Los Angeles, CA 90067
8 Telephone: (310) 228-5600
9 Telecopy: (310) 228-5788
10 Email: gklausner@stutman.com
11 mmorgulas@stutman.com
12 kjarashow@stutman.com

[Proposed] Reorganization Counsel
for Debtors and Debtors in Possession

9 Debtors' Mailing Address:
10 Colorep, Inc. and Transprint USA, Inc.
11 100 Pleasant Valley Road
12 Harrisonburg, VA 22801-9790
13 Attn: Robert Katz, [Proposed] CRO

12 **UNITED STATES BANKRUPTCY COURT**
13 **CENTRAL DISTRICT OF CALIFORNIA**
14 **LOS ANGELES DIVISION**

14 In re:

15 COLOREP, INC.,
16 a California corporation, *et al.*,

17 Debtors.

18 Tax I.D. Nos. 94-3055026 (Colorep, Inc.)
19 and 54-1200596 (Transprint USA, Inc.)

Case No. 13-bk-27689-WB

Chapter 11

(Jointly Administered)

**ORDER: (A) APPROVING SALE AND BID
PROCEDURES FOR THE SALE OF
SUBSTANTIALLY ALL ASSETS OF THE DEBTOR;
(B) SCHEDULING AN AUCTION AND HEARING
TO CONSIDER THE SALE AND APPROVE THE
FORM AND MANNER OF NOTICE RELATED
THERETO; (C) ESTABLISHING PROCEDURES
RELATING TO THE ASSUMPTION AND
ASSIGNMENT OF CERTAIN CONTRACTS; AND
(D) GRANTING OTHER RELATED RELIEF**

Hearing date

Date: [date]

Time: [time]

Location: Courtroom 1475
255 East Temple Street
Los Angeles, CA 90012

1 Upon the motion (the “**Motion**”)¹ of the above-captioned debtors and debtors in
2 possession (the “**Debtors**”) for entry of an Order: (A) Approving Sale and Bid Procedures For
3 The Sale of Substantially All The Assets of Debtors; (B) Scheduling An Auction And Hearing To
4 Consider The Sale And Approve The Form And Manner Of Notice Related Thereto; (C)
5 Establishing Procedures Relating To The Assumption And Assignment Of Certain Contracts;
6 And (D) Granting Other Related Relief, and it appearing that this Court has jurisdiction over the
7 Motion pursuant to 28 U.S.C. §§ 157 and 1334; the Court having considered the Motion; and it
8 appearing that the relief requested the Motion, is in the best interests of the Debtors’ bankruptcy
9 estates, their creditors and other parties in interest; and after due deliberation and sufficient cause
10 appearing therefor;

11 THE COURT HEREBY MAKES THE FOLLOWING FINDINGS:

12 A. Notice of the Motion was adequate and sufficient under the circumstances of these
13 Chapter 11 cases, and such notice complied with all applicable requirements of title 11 of the
14 United States Code (the “**Bankruptcy Code**”), the Federal Rules of Bankruptcy Procedure and
15 the Local Bankruptcy Rules.

16 B. All objections to the relief requested in the Motion that have not been withdrawn,
17 waived or settled as announced to the Court at the hearing on the Motion or by stipulation filed
18 with the Court, are overruled except as otherwise set forth herein.

19 C. The bid procedures attached hereto as Exhibit A (the “**Bid Procedures**”) are
20 reasonable and appropriate under the circumstances of these chapter 11 cases. The Debtors are
21 authorized to take any and all actions necessary or appropriate to implement the Bid Procedures.

22 D. The Notice of Bid Procedures, Auction Date and Sale Hearing, substantially in the
23 form attached hereto as Exhibit B (the “**Sale and Bid Procedures Notice**”), the Notice of
24 Auction and Sale Hearing, substantially in the form attached hereto as Exhibit C (the “**Creditor**
25 **Notice**”) and the notice substantially in the form attached hereto as Exhibit D to be served on
26 counterparties to the Assumed Contracts (the “**Cure Notice**”) are each calculated to provide

27 _____
28 ¹ Capitalized terms used, but not otherwise defined, herein shall have the meaning assigned to such terms in the Motion.

1 adequate notice concerning the proposed sale of the Assets and the proposed assumption and
2 assignment of the Assumed Contracts that are the property of the Debtors, and are intended to
3 provide due and adequate notice of the relief that will be sought by the Motion.

4 E. The entry of this Order is in the best interests of the Debtors, their estates, creditors
5 and other parties in interest.

6 IT IS HEREBY ORDERED THAT:

7 1. The relief requested in the Motion is granted as set forth in this order (the “**Bid**
8 **Procedures Order**”).

9 2. The Bid Procedures are approved in their entirety, and are incorporated into this
10 Bid Procedures Order and shall apply to the proposed sale of the Assets..

11 3. The Debtors are authorized to take any and all actions necessary or appropriate to
12 implement the Bid Procedures.

13 4. The proposed sale of the Assets, the proposed assumption and assignment of the
14 Assumed Contracts, and the Auction shall be conducted in accordance with the provisions of this
15 Bid Procedures Order and the Bid Procedures.

16 5. The Sale and Bid Procedures Notice attached hereto as Exhibit B, the Creditor
17 Notice attached hereto as Exhibit C, and the Cure notice attached hereto as Exhibit D provide
18 proper notice to all parties in interest and are approved.

19 6. Within two (2) days following entry of this Bid Procedures Order, the Debtors
20 shall serve by first class mail the Sale and Bid Procedures Notice on the following parties: (a)
21 counsel for the official committee of unsecured creditors, or if no committee is appointed, the
22 Debtors’ 20 largest unsecured creditors; (b) the U.S. Trustee; (c) counsel to Meserole; (d) all
23 parties known to be asserting a lien on any of the Assets and who would appear as potentially
24 holding a lien on any search conducted to determine who asserts a lien on the Assets; (e) all
25 known counterparties to executory contracts and unexpired leases; (f) all entities known to have
26 expressed an interest in bidding on the Assets; (g) all parties to ongoing litigation with the
27 Debtors; (h) the United States Attorney’s office; (i) all state attorney generals in states in which
28 Debtors do business; (j) state taxing authorities in the states in which Debtors do business; (k) the

1 Internal Revenue Service; (l) environmental authorities in the states or other applicable
2 jurisdictions in which Debtors do business; and (m) all other parties that have filed a notice of
3 appearance and demand for service of papers in the Chapter 11 Cases under Bankruptcy Rule
4 9010(b) as of the date of entry of the Bid Procedures Order.

5 7. Within two (2) business days following entry of this Bid Procedures Order, the
6 Debtors shall serve the Creditor Notice on all known creditors of the Debtors. Except as set forth
7 in this and the foregoing paragraph of this Bid Procedures Order, no other or further notice of the
8 sale shall be required to be provided by the Debtors.

9 8. Within two (2) business days following the entry of this Bid Procedures Order, the
10 Debtors shall file and serve their Cure Notice to the counterparties to the Assumed Contracts,
11 provided, however that the Debtors may designate an executory contract as an Assumed Contract
12 more than ten (10) calendar days prior to the Sale Hearing. Counterparties to the Assumed
13 Contracts² (the “**Counterparties**”) must file and serve any objection to assumption and
14 assignment of any Assumed Contract, including any objections to the Cure Cost, by **August 26,**
15 **2013 at 12:00 p.m. (Pacific Time).**

16 9. Any Counterparty failing to timely file an objection to the Cure Cost set forth in
17 the Cure Notice shall be deemed to consent to the assumption and assignment of the Assumed
18 Contract and shall be forever barred from objecting to the Cure Costs and from asserting any
19 additional cure or other amounts against the Debtors, their estates, and the Successful Bidder with
20 respect to the Assumed Contract to which it is a Counterparty. Notwithstanding anything to the
21 contrary, no executory contract or unexpired lease will be assumed unless and until the
22 occurrence of the closing.

23 10. Any other objection to any of the relief to be requested at the Sale Hearing must be
24 in writing, state the basis of such objections with specificity and shall be filed with the Court
25 (with a courtesy copy to Chambers) on or before **August 26, 2013 at 12:00 p.m. (Pacific Time).**
26

27 ² The inclusion of any agreement as an Assumed Contract does not constitute an admission by the Debtors that your
28 agreement actually constitutes and executory contract or unexpired lease under section 365 of the Bankruptcy Code,
and the Debtors expressly reserve the right to challenge the status of any agreement.

1 and serve such objection in accordance with the Sale and Bid Procedures Notice.

2 11. Compliance with the foregoing notice provisions shall constitute sufficient notice
3 of the Debtors' proposed Sale of the Assets free and clear of all liens, claims, interests and
4 encumbrances, the contemplated assumption and assignment of each Assumed Contract and the
5 proposed amount of the Cure Costs with respect to each such Assumed Contract, and no
6 additional notice of such contemplated transactions need be given.

7 12. If the Debtors receive more than one Qualified Bid (as defined in the Bid
8 Procedures), an Auction will be held on **August 22, 2013 at 10:00 a.m. (Pacific Time)**, at the
9 offices of the Debtors' counsel, Stutman, Treister & Glatt, PC, 1901 Avenue of the Stars, 12th
10 Floor, Los Angeles, CA 90067.

11 13. Counsel to the Debtors are authorized to hold and conduct the Auction in
12 accordance with the Bid Procedures.

13 14. The Sale Hearing shall be conducted on **August 28, 2013 at _____**, and may
14 be adjourned from time to time without further notice other than an announcement in open court
15 at the Sale Hearing.

16 15. Notwithstanding anything herein or in the Bid Procedures to the contrary, no sale
17 free and clear of liens claims and encumbrances shall be approved unless it complies with section
18 363(f) of the Bankruptcy Code.

19 16. Notwithstanding the possible applicability of Bankruptcy Rule 6004(h) and 7062
20 or otherwise, the terms and conditions of this Bid Procedures Order shall be immediately
21 effective and enforceable upon its entry, and no automatic stay of execution shall apply to this
22 Bid Procedures Order.

23 17. The Court shall retain jurisdiction to hear and determine all matters arising from or
24 related to the implementation of this Bid Procedures Order.

25 #####

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:
1901 Avenue of the Stars, 12th Floor, Los Angeles, California 90067

A true and correct copy of the foregoing document entitled (*specify*):

MOTION FOR ORDER: (A) APPROVING SALE AND BID PROCEDURES FOR THE SALE OF SUBSTANTIALLY ALL THE ASSETS OF DEBTORS; (B) SCHEDULING AN AUCTION AND HEARING TO CONSIDER THE SALE AND APPROVE THE FORM AND MANNER OF NOTICE RELATED THERETO; (C) ESTABLISHING PROCEDURES RELATING TO THE ASSUMPTION AND ASSIGNMENT OF CERTAIN CONTRACTS; AND (D) GRANTING OTHER RELATED RELIEF

will be served or was served **(a)** on the judge in chambers in the form and manner required by LBR 5005-2(d); and **(b)** in the manner stated below:

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On July 24, 2013, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

Service information continued on attached page

2. SERVED BY UNITED STATES MAIL:

On July 24, 2013, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

Service information continued on attached page

3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL (state method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (*date*) July 24, 2013, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

SERVED BY OVERNIGHT MAIL (Federal Express)

The Honorable Julia Brand
U.S. Bankruptcy Court Central District of California
255 East Temple Street, Suite 1382
Los Angeles, CA 90012

The Honorable Sheri Bluebond
United States Bankruptcy Court
255 East Temple Street, Suite 1482
Los Angeles, CA 90012

Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

July 24, 2013

Kendra A. Johnson

/s/Kendra A. Johnson

Date

Printed Name

Signature

This form is mandatory. It has been approved for use by the United States Bankruptcy Court for the Central District of California.

1. SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF)

Brian L Davidoff on behalf of Creditor Quercus Trust

bdavidoff@greenbergglusker.com,

jreinglass@greenbergglusker.com;kwoodson@greenbergglusker.com;calendar@greenbergglusker.com;sgaeta@greenbergglusker.com

Patrick B Howell on behalf of Creditor Sensient Imaging Technologies S.A., Sensient Technologies Corporation

phowell@whdlaw.com, dprim@whdlaw.com;tmichalak@whdlaw.com

Ron Maroko on behalf of U.S. Trustee United States Trustee (LA)

ron.maroko@usdoj.gov

Margreta M Morgulas on behalf of Debtor Colorep, Inc.

mmorgulas@stutman.com

Margreta M Morgulas on behalf of Debtor Transprint USA, Inc.

mmorgulas@stutman.com

Frank T Pepler on behalf of Creditor Meserole, LLC

frank.pepler@dlapiper.com

Danielle A Pham on behalf of Debtor Colorep, Inc.

dpham@stutman.com, daniellepham@gmail.com

United States Trustee (LA)

ustpregion16.la.ecf@usdoj.gov

3. TO BE SERVED BY THE LODGING PARTY:

General Service List

Debtor:

Colorep, Inc.

c/o Law Offices of Joseph P. Bartlett

1900 Avenue of the Stars

20th Floor

Los Angeles, CA 90067

Office of the US Trustee

Ron Maroko , Esq.

725 S Figueroa St Ste 2600

Los Angeles, CA 90017

213-894-4520

Secured Lenders

This form is mandatory. It has been approved for use by the United States Bankruptcy Court for the Central District of California.

Meserole, LLC
Attn: Ari Hirt
152 W 57th Street, 4th Floor
New York, New York 10019

Counsel to Meserole LLC
DLA Piper LLP (US)
Attn: Stuart Brown
919 North Market Street
Suite 1500
Wilmington, Delaware 19801

Parties Asserting a Secured Interest

Debs Corporation
8F Honmachi Center Building
2-6-10 Honmachi
Chuo-ku
Osaka 541-0053
JAPAN

BDG (Larry Levy)
177 Riverside Drive
Newport Beach, CA 92663

Cheran Digital Imaging & Consulting
798 Burnt Gin Road
Gaffney, South Carolina 29340

Cheran Digital Imaging & Consulting
1506 Old Georgia Hwy
Gaffney, SC 29341

Counsel to Cheran Digital Imaging &
Consulting
Dillina W. Stickle
Hoover Penrod PLC
342 South Main Street
Harrisonburg, VA 22801

Danzas Corporation
t/a DHL Global Forwarding
433B Carlisle Drive, Herndon, VA
20170

Counsel to Danzas Corporation
David H. Gougher PC
7834 Forest Hill Avenue
Richmond, VA 23225

Waste Management of Virginia
3580 S. Main Street
Harrisonburg, VA 22801

Counsel to Waste Management of
Virginia
David H. Gougher PC
7834 Forest Hill Avenue
Richmond, VA 23225

Fisher Textiles, Inc.
139 Business Park Drive
Indian Trail, NC 28079

Vern & Mary Jane Michael LC
8218 Port Republic Rd
Port Republic, VA 24471-2654

Counsel to Vern & Mary Jane Michael
LC
Litten & Sipe
Attn: Melisa G. Michelsen, Esq.
410 Neff Avenue
Harrisonburg, VA 22801

Roy Rolando
509 Wirt Avenue
Elkton, VA 22827

Counsel to Roy Rolando
Roland Santos
52 E Market Street
Harrisonburg, VA 22801

Riddleberger Brothers
6127 S. Valley Pike
Mt. Crawford, VA 22841

Counsel to Riddelberg Brothers
Attn: Andrew S. Baugher
Lenhart Obenshain P.C.
PO Box 1287
Harrisonburg, VA 22803-1287

Victoria Home Imp. LLC
3200 Honey Flower Ct
Chesapeake, VA 23323-1952

Summit Financial Resources
2455 East ParleysWay,
Salt Lake City, UT 84109

Faunus Group International, Inc.
80 Broad Street, 22nd Floor
New Yorkm NY 10004

David Gelbaum, Trustee
Quercus Trust
1835 Newport Blvd, A109 - PMB 467
Costa Mesa, CA 92627

Counsel for Quercus Trust
Brian Davidoff, Esq.
Greenberg Glusker, et al.
1900 Avenue of the Stars, 21st Floor
Los Angeles, CA 90067

Dolly & Robert K. Raisler Foundation,
Inc.
2600 Netherland Avenue, #520
Bronx, NY 10463 - 4857

David Grzan
2680 Silver View Drive
Orono, MN 55356

Anne Rand
392 Rutland Avenue
Teaneck, NJ 07666

Steven R. Jacobson
2600 Netherland Avenue, #520
Bronx, NY 10463

Sensient Imaging Technologies
777 East Wisconsin Avenue
Milwaukee, WI 53202-5304

Valley Industrial Trucks
1152 Meadowbrook Ave.
Youngstown, OH 44512

Valley Industrial Trucks (NMAC)
990 W 190th St
Torrance, CA 90502-1014

Internal Revenue Service
PO Box 145595
Cincinnati, OH 45250-5595

Kuehne & Nagel, Inc.
Stephen Savarese, Esq.
10 Exchange Place
Jersey City, NJ 07302

Counsel to Kuehne & Nagel, Inc.
Halperin Battaglia Raicht, LLP
Attn: Carrie E. Essenfeld
40 Wall Street, 37th Floor
New York, NY 10005

Compressor Parts & Repairs
8256 Rising Creek Ln
Broadway, VA 22815

Essex Temporary Service, Inc.
1501 Broadway
Suite 601
New York, NY 10036

Dougherty Equipment
591 Belle Circle
Harrisonburg, VA 22801

Geno's Coffee LLC
253 Bookerdale Rd
Waynesboro, VA 22980

Pitney Bowes Credit Corp
27 Waterview Dr
Shelton, CT 06484-4301

SIK Associates
Kaufman Management Company, LLC
Attn: Steven J. Kaufman
450 Seventh Avenue
New York, New York 10123

Stork Prints America
3201 N 1-85
Charlotte, NC 28269

Silvious, Peggy R.
623 Gypsy Ln,
Elkton, VA, 22827

Silvious, Peggy R.
995 Floyd Cir, Mc
Gaheysville, VA, 22840

Robert Fellows
1176 Portland Dr
Harrisonburg, VA 22801-8627

Deborah Wagner
5048 Scotts Ford Road
Mount Crawford, VA 22841

20 Largest Creditors

Anthem Blue Cross Blue Shield
Attn: Dianne Loving
P.O. Box 580494
Charlotte, NC 28258

Domtar Corporation
Port Huron Mill
1700 Washington Avenue
Port Huron, Michigan 48060

Domtar Corporation
Subsidiary Of Domtar Ind
1700 Washington Avenue
Port Huron, MI 48060

Dominion Va Power
Attn: Barbara Smith
P.O. Box 26666
Richmond, VA 23261-6666

Dominion Virginia Power
P.O. Box 26019
Richmond, VA 23260-6019

Krausz Puente LLC
c/o The Krausz Companies
44 Montgomery St, Ste 3300
San Francisco, CA 94104

Krausz Puente LLC
11383 Newport Dr
Rancho Cucamonga, CA 91730-5536

Stonefield Josephson, Inc.
Attn: Steve Rapattoni, CPA
5 Park Plaza, Suite 700
Irvine, CA 92614

Susan D'Arcy
aka SRD International
95 East Broadway
Roslyn, NY 11576

Mimaki USA, Inc.
c/o William Hearnburg, Jr.
Smith, Gambrell & Russell, LLP
Promenade, Suite 3100
1230 Peachtree Street N.E.
Atlanta, GA 30309

Mimaki USA, Inc.
Dept. CH 17368
Palatine, IL 6055-7368

Bonnie Julian
1244 Pole Branch Rd
Clover, SC 29710

L.H. Charney Associates, LLC
Attn: Bruce Block
1441 Broadway
New York, New York 10018

Counsel to L.H. Charney Associates,
LLC
Attn: Scott S. Markowitz
Tarter Krinsky & Drogin LLP
1350 Broadway
New York, NY 10018

Fish & Associates
Attn: Mei Tsang
2603 Main Street
Suite 10000
Irvine, CA 92614-4271

Fedex – Techconnect
Attn: Pam Gish
Lockbox 360353
500 Ross St. Rm 154-0455
Pittsburg, PA 15252

Federal Express Corp.
PO Box 371461
Pittsburgh, PA 15250-7461

Stand Energy Corporation
Attn Kathy Kellems, Credit Manager
1077 Celestial St
Suite 110
Cincinnati, OH 45202

Stand Energy Corporation
PO Box 632712
Pittsburgh, PA 15250-7461

Carlo Tenconi
Via Stromboli 209
Milan 20144
ITALY

Atlantic Paper Company
430 Feheley Drive
King of Prussia, PA 19406

Univar USA, Inc.
Attn: Doug Putney
1001 Old Bermuda Hundred Rd
Chester, VA 23836

Univar USA, Inc.
P. O. Box 409692
Atlanta, GA 30384-9692

PBMares /PBGH
Attn: Mary Aldrich
558 South Main Street
Harrisonburg, VA 22801

Columbia Gas GTS Account
P.O. Box 742529
Cincinnati, OH 45274-2529

Chemsolv, Inc.
P.O. Box 13847
Roanoke, VA 24037

Dupont Company
Attn: Jenna Pike
1007 Market Street
Wilmington, DE 19898

Dupont Company
Cashier's Office D-8003-3
1007 Market Street
Wilmington, DE 19898

Shelter Capital Partners fka Yazam
LLC
Attn: Rodney Friedman
10880 Wilshire Blvd., Suite 1850
Los Angeles, CA 90024
Attn: Rodney Friedman

Nexeo Solutions
3 Waterway Square Place
Suite 1000
The Woodlands, Texas 77380

Nexeo Solutions LLC
62190 Collections Center Dr
Chicago, IL 60693-0621

Other Parties in Interest

Served by Certified Mail
Union Bank of California
Attn: Jose Duenes
1980 Saturn St.
Monterey Park, CA 91755

Served Via Certified Mail
Wells Fargo Bank N.A.
141 East Market Street
Harrisonburg, VA 22801

Governmental Agencies

Internal Revenue Service
PO Box 7346
Philadelphia, PA 19101-7346

Employment Development Department
Bankruptcy Group MIC 92E
PO Box 826880
Sacramento, CA 94280-0001

State of California Franchise Tax Board
Bankruptcy Section, MS: A-340
PO Box 2952
Sacramento, CA 95812-2952

This form is mandatory. It has been approved for use by the United States Bankruptcy Court for the Central District of California.

NYS Dept. Taxation & Finance
Bankruptcy /Special Procedures
Section
PO Box 5300
Albany, nY 12205-0300

NYC Dept. of Finance
345 Adams Street, 3rd Fl.
Attn: Legal Affairs
Brooklyn NY 12201

US Environmental Protection Agency
1200 Pennsylvania Ave NW
Mail Code 2272A
Washington, DC 20004-2004

Virginia Department of Taxation
Office of Customer Services
PO Box 1115
Richmond, VA 23218-1115

City Of Harrisonburg
Municipal Building
345 South Main Street
Harrisonburg, VA 22801

Attorney General's Office
California Department of Justice
P.O. Box 944255
Sacramento, CA 94244-2550

State Attorney General's Office (CA)
312 N Spring St
Los Angeles, CA 90012

State Attorney General's Office (NY)
120 Broadway
New York , NY 10271-0332

State Attorney General's Office(NC)
114 W Edenton St
Raleigh, NC 27603

Office of the Attorney General (VA)
900 East Main Street
Richmond, VA 23219

North Carolina Department of
Revenue
Post Office Box 25000
Raleigh, North Carolina, 27640-0640

Party Submitting Proof of Claim

Engineering Products & Controls, Inc.
Attn: John C. Dixon Jr.
8005-C Creighton Pkwy #701
Mechanicsville, VA 23111

Creditors Matrix

A O Textile Inc
149 W 36th Street
10th Floor
New York, NY 10018

Aaron Dean
302 3rd Street
Shenandoah, VA 22849

Aaron Simon
86 14 Avon Street
Jamaica Estates, NY 11432

Aberdeen Fabrics Inc
11548 US Hwy 15 501 South
Aberdeen, NC 28315

ACC Business
Attn Ron Vanderwege
400 West Ave.
Rochester, NY 14611

Access America Transport Inc
PO Box 740048
Atlanta, GA 30374-0048

Acharee Apibunyopas
23 Renner Ave
Bloomfield, NJ 07003

Acigraf Graphic Equipments SRL
Via Fermi 10
20060 Ornago, Italy

Affordable Corporate Suites
20 Pleasant Hill Road
Harrisonburg, VA 22801

Aicello North America Inc
No 206 277 Mountain Highway
North Vancouver, British Columbia
V7J 3T6

Airgas Safety
PO Box 951884
Dallas, TX 75395-1884

Airgas USA, LLC
PO Box 802576
Chicago, IL 60680-2576

Allied Electronics, Inc
Accounts Receivable Dept
PO Box 2325
Fort Worth, TX 76113-2325

Allied Waste
1831 Avon Street Ext
Charlottesville, VA 22902

AllStar Air Conditioning and Heating
5808 Hellman Ave
Alto Loma, CA 91737

Amanda Shifflett
2967 E Point Rd
Elkton, VA 22827

American Arbitration Association
6795 North Palm Ave
2nd Floor
Fresno, CA 93704

American Express
Box 0001
Los Angeles, CA 90096-0001

American Express
PO Box 1270
Newark, NJ 07101-1270

American Express
PO Box 2855
New York, NY 10116-2855

American Industries Inc
Box 1405
Lumberton, NC 28359-1405

This form is mandatory. It has been approved for use by the United States Bankruptcy Court for the Central District of California.

American Roller Company Inc
8214 Solutions Center
Chicago, IL 60677-8002

Amerigas Bloomington 1120
PO Box 7155
Pasadena, CA 91109-7155

Amerigas
PO Box 371473
Pittsburgh, PA 15250-7473

Amie Nu To Luong
10148 Green St
Temple City, CA 91780

Andrew Mackenzie
137 Falcon Lane
Weyers Cave, VA 24486

Andrew Sites
512 West Market Street
Harrisonburg, VA 22802

Andy Appleford
4 Redd Landes
Shirenewton Chepstow
Monmouthshire NP16 6AQ
England

Anne R Grupp Law Offices
1418 Carne Road
Ojai, CA 93023-9613

Anthem Blue Cross Blue Shield
Attn Anne Turner
602 South Jefferson Street
Roanoke, VA 24011

Anthem Dental
Attn Kris Taylor
PO Box 1171
Minneapolis, MN 55440

Apex Aridyne Corp
168 Doughty Blvd
Inwood, NY 11096

Applied Industrial Tech Inc
PO Box 905794
Charlotte, NC 28290-5794

Arbill Industries Inc
PO Box 820542
Philadelphia, PA 19101

Arbutus Mongold
6812 Hopkins Gap Road
Fulks Run, VA 22830

Arcet
PO Box 10699
Lynchburg, VA 24506

Arlene Atkins
125 West View Street
Dayton, VA 22821

Artwork Design Limited
11 Railway Street
Hyde, Cheshire SK14 1DF
ENGLAND

Ashley Hammer
3329 Mountain Farm Road
Elkton, VA 22827

Assured Environments
45 Broadway
8th Floor
New York, NY 10006

AT&T Charlotte
PO Box 105262
Atlanta, GA 30348-5262

AT&T Mobility
PO Box 6463
Carol Stream, IL 60197-6463

Atlantic Caster Inc
11026 Air Park Road
No 17
Ashland, VA 23005

Atlas Material Testing Technology LLC
16576 Collections Center Drive
Chicago, IL 60693

Atotech USA Inc
PO Box 533378
Charlotte, NC 28290-3378

Aurora Specialty Textiles Group Inc
PO Box 70
Aurora, IL 60507

Avantgard S R L
Via Candette 7
22070 Grandate (Como)
ITALY

AXA Equitable
Gilbert Krupin Attn DGM
9665 Wilshire Blvd No 801
Beverly Hills, CA 90212

B and B Electronics
7210 Sims Rd
Waxhaw, NC 28173

Badger Plug Company
N1045 Technical Drive
PO Box 199
Greenville, WI 54942-0199

Barbara Walker
115 Amrita Ct
Charlotte, NC 28211

Batteries Plus 556
262 University Blvd
Harrisonburg, VA 22801

Batteries Plus 556
Department 7085
Carol Stream, IL 60122

Batteries Plus 556
Department 7085
Carol Stream, IL 60122

Battery Express
1501 South Main Street
Harrisonburg, VA 22801

Baucom Claytor et al
1351 E Morehead St
Charlotte, NC 28235

Baumerhhs Corporation
10570 Success Lane
Dayton, OH 45458

Bel Aire Displays Inc
506 West Ohio Ave
Richmond, CA 94804

Beverly Smiley
389 Mt Crawford Ave
Bridgewater, VA 22812

Billy Pierce
6974 Community Ctr Rd
Dayton, VA 22821

Blauch Brothers Inc
911 Chicago Avenue
Harrisonburg, VA 22802

Blue Ridge Community College
Box 80
Weyers Cave, VA 24486

BMC Group VDR LLC
PO Box 748225
Los Angeles, CA 90074-8225

Bobby Kouretchian
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Carlsbad, CA 92009

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1415 S Church Street
Ste S
Charlotte, NC 28203

Bonita Bullock Julian
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Clover, SC 29710

Bradley Self
11233 Port Republic Rd
Port Republic, VA 24471

Brandon Hensley
1131 Fleeburg Loop
Shenandoah, VA 22849

Brandon Simmons
1188 Hamlet Dr
Harrisonburg, VA 22802

Brent Clements
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Shenandoah, VA 22849

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5710 East Point Rd
Elkton, VA 22827

Brian Shepard
6809 Hightown Lane
Harrisonburg, VA 22802

Bridget Tesnear
102 Hillcrest Drive
Belmont, NC 28012

Bruce Troutman
9 Taylor Street
Staunton, VA 24401

Bryan Tool and Machining Inc
2970 Mayland Road
Broadway, VA 22815

Buck Scientific Inc
58 Fort Point Street
East Norwalk, CT 06855

Caine & Weiner
21210 Erwin St
Woodland Hills, CA 91367

Cal Counties Fire Protection Co
808 W 9th Street
Upland, CA 91786

California Secretary of State
1500 11th Street
3rd Floor
Sacramento, CA 94244-2600

Canon Financial Services Inc
14904 Collections Center Drive
Chicago, IL 60693-0149

Capital Tool Inc
PO Box 3193
Lynchburg, VA 24503

Carolina Warp Print Inc
221 Meek Road
Gastonia, NC 28056

Caroplast Inc
Industrial Plastic Products
PO Box 668405
Charlotte, NC 28266

Carrot Top Industries
PO Box 820
328 Elizabeth Brady Rd
Hillsborough, NC 27278

Cascade Capital Corp
187 Forrest Avenue
Fairfax, CA 94930

Cathy Loya
3547 Pleasant Valley Rd
Mount Crawford, VA 22841

Cecilia Finehirsh
126 Scott Drive West
Westhampton, NY 11977

Cedar Valley Fabrics Inc
30 N Main St
Granite Falls, NC 28630

Central Security Bureau
PO Box 2005
Harrisonburg, VA 22801

Chad Kite
427 Pond Avenue
Stanley, VA 22851

Charles Jr Back
54 Grindstone Rd
Bridgewater, VA 22812

Chema Technology Inc
PO Box 847
Brookfield, WI 53008-0847

Christian Sereno
1755 Cobblestone Dr
Harrisonburg, VA 22801

CIT Technology Financial Services Inc
PO Box 33076
Newark, NJ 07188-0076

City of Harrisonburg
2155 Beery Rd
Harrisonburg, VA 22801-9655

City Of Harrisonburg
Office Of City Treasurer
PO Box 1007
Harrisonburg, VA 22801

Clifford Farley
122 Mossy Creek Rd
Mount Solon, VA 22843

Coastline Chemicals Inc
PO Box 158
New Church, VA 23415

Coldenhove Papier BV
PO Box 6
NL-6960 AA EERBEEK
The Netherlands

Coldwell Banker Funkhouser Realtors
401 University Blvd
Harrisonburg, VA 22801

Colonial Mechanical Corp
3017 Vernon Road
Richmond, VA 23228

Columbia Gas
Attn Keith Martin
200 Civic Center Dr
Columbus, OH 43215

Commonwealth of Virginia
State Corporation Commission
Office of the Clerk
PO Box 7607
Merrifield, VA 22116-7607

Compressor Parts and Repair
Attn John Barber
Route 2 Box145A 11
Broadway, VA 22815

Compu Phone Inc
309 Grand Avenue
Brooklyn, NY 11238

Compu Phone Inc
328 Grand Avenue
Brooklyn, NY 11238

Comunbia Omnicorp
14 W 33rd St
New York, NY 10001

Copland Industries Inc
PO Box 1208
Burlington, NC 27216-1208

Corporation Service Company
PO Box 13397
Philadelphia, PA 19101-3397

Costco
PO Box 34783
Seattle, WA 98124-1783

County of Rockingham
20 East Gay Street
PO Box 1252
Harrisonburg, VA 22803

Courtyard by Marriott
1890 Evelyn Byrd Avenue
Harrisonburg, VA 22801

Coyne Textile Services
PO Box 4895
Syracuse, NY 13221-4895

Creative Screen Art LLC
17922 Lyons Circle
Huntington Beach, CA 92647

Cucamonga Valley Water District
10440 Ashford St
PO Box 638
Rancho Cucamonga, CA 91729-0638

Cure Water Systems
4023 Austin Blvd
Iron Park, NY 11558

Curtis Conley
542 Watertower Road
Penn Laird, VA 22846

CvL Technical Sales Inc
9600 113 Pulaski Park Drive
Baltimore, MD 21220

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Miamisburg, OH 45342

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Daniel Roberts
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507 Mount Hermon Rd
Elkton, VA 22827

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Deborah Wagner
5048 Scotts Ford Rd
Mount Crawford, VA 22841

Delco Packaging Products Inc
Rt 392 Hurlock Indust Park
100 Division Street
Hurlock, MD 21643

Deliverypath Wireless LLC
626 N Graham Street
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Charlotte, NC 28202

Denise Avitt
386 Hickory Grove Circle
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Derrick E Rosser PC
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DHL Express Inc
Customs Invoice
PO Box 840032
Dallas, TX 75284-0032

DHL Global Forwarding Export
PO Box 277233
14076 Collections Center Drive
Atlanta, GA 30384

DHL Global Forwarding Import
PO Box 277233
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Diana Long
116 S Sandstone Ln
Bridgewater, VA 22812

Diane Harrison Designs LTD
The Work Shop
No 4 Wood Street
Cheadle SK81AQ, ENGLAND

Digital 2 Media
aka Print Media NY Corp
141 W 28th Street 6th Floor
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Digital Evolution Inc
139 Fulton Street
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New York, NY 10038

Dillon Supply Company
PO Box 602541
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Document Destruction of Virginia
PO Box 768
Ruckersville, VA 22968

Dominion Air and Machinery
PO Box 13806
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Donnelly Mechanical Co
96 59 222nd Street
Queens Village, NY 11429-1313

Dougherty Equipment Co
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Greensboro, NC 27416

Dougherty Equipment Co
3014 Thurston Avenue
Greensboro, NC 27406-4500

Dougherty Equipment Co
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Charlotte, NC 28275-1090

Duke Energy
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Charlotte, NC 28201-1090

Dun and Bradstreet
PO Box 75434
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Dunkel Bros Machinery Moving Inc
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La Mirada, CA 90638

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Eck Supply Company
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Essex Temporary Services Inc
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Expedited World Cargo Inc
9667 NW 33rd Street
Miami, FL 33172

Filter Specialists Inc
100 Anchor Road
PO Box 735
Michigan City, IN 43660

Fire Point Extinguisher Co
PO Box 855
Norco, CA 92860-0855

Fire Protection Equipment Co Inc
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Galen Sites
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GE Infrastructure Sensing Inc
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GEI Graphic Enterprises Inc
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Palatime, IL 60055

General Sales of Virginia Inc
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Gicela Roy
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Infoaces Net LLC PO Box 72407 Cleveland, OH 44192-0407	Ink Control LLC 40 Ashwell Avenue Rocky Hill, CT 06067	InkJet Performance 1275 Buford Highway Suite 107 Suwanee, GA 30024
Innovative Communication Concepts 519 8th Avenue New York, NY 10018	Intellicorp General Post Office PO Box 27903 New York, NY 10087-7903	Internet Mega Meeting LLC 14900 Ventura Blvd Suite 310 Sherman Oaks, CA 91403
Iron Mountain PO Box 27131 New York, NY 10087-7131	James Emswiler 53 Grinding Mill Ln Verona, VA 24482	James Fink 7148 203 Town Center Road Sunset Beach, NC 28468

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Baltimore, MD 21224

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Staunton, VA 24401

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PO Box 911
Verona, VA 24482

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9119 Milliken Avenue
Rancho Cucamonga, CA 91730

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Lake Wylie, SC 29710

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608 Frances Street
Nokomis, FL 34275

Justin Tomborello
196 Danbury Road
Wilton, CT 06897

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Seattle, WA 98104

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Yenibosna Merkez Mah Kavak
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Bakirkoy 34188 Istanbul
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Kuki International Ltd
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943-30 Daechi Dong
Kangnam Ku, Seoul, Korea

Lab Safety Supply
401 S Wright Road
Po Box 5004
Janesville, WI 53547-5004

Labor Law Compliance Center LLC
17215 Red Oak Dr
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Houston, TX 77090

Lantz Construction Co
PO Box 515
Broadway, VA 22815-0515

Larry Levy
177 Riverside Drive
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Law Office of Leon Charney
Levy Davis and Maher
Attn Damon Maher
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Rosland, NJ 07068

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Marlin Leasing Corp
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PO Box 261
Owings Mills, MD 21117

Marylou Paolucci and Asso PC
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Smithtown, NY 11787

Massanutten Technical Center
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Harrisonburg, VA 22801

Matrix International Textile Inc
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Commerce, CA 90023

Matthew Shifflett
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Matthew Sponaule
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Max Daetwyler Corporation
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Pineville, NC 28134

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No 900
Los Angeles, CA 90067

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Michael Hedrick
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Michael Hensley
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Penn Laird, VA 22846

Michael Hudson
97 Mercer Cir
Grottoes, VA 24441

Michael Kerby
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Michaels Plumbing and Heating Inc
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Harrisonburg, VA 22801

Microfibres
1 Moshassuck Street
Powtucket, RI 02860

Mid Atlantic Knife Company
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Ashland, VA 23005

Mid Valley Electric Inc
1180 South High Street
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Staten Island, NY 10304

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Vero Beach, FL 32960

Miller Thomson LLP
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Atlanta, GA 30384-7718

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Nelson Lucas
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NetWin Limited
Rd 4, 524 Kahuterawa Rd
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Nicholas Kerman
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ENGLAND
Removed per email from Angela Chua
dated 7/15/2013

Nicholas Smith
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Grottoes, VA 24441

NMAC
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Torrance, CA 90502-1014

Noble Ross Jr
1700 Dogwood Avenue
Grottoes, VA 24441

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T Bangkaew A Nakhonchaisri
Nakhonpathom 73120
Thailand

Nu To Luong
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Temple City, CA 91780

NYC Department of Finance
25 Elm Pl
Room 400
Brooklyn, NY 11201-5826

NYC Fire Department
Church Street Station
PO Box 840
New York, NY 10008-0840

NYS Department of State
Division of Corporations
Records and UCC
One Commerce Plaza
99 Washington Ave
Albany, NY 12231-0002
OfficeTeam
FILE 73484
PO Box 60000
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NYS Sales Tax Processing
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PO Box 15173
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419 Ransdell Rd
Lebanon, IN 46052

Omega Engineering Incorporated
PO Box 405369
Atlanta, GA 30384-5369

OnQue Technologies Inc
1410 Neotomas Ave
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Santa Rosa, CA 95405-7533

Orchard Trust Company LLC
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Dept No 1148
Denver, CO 80256-1148

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RMH Occupational Health Center
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Rutherford
Accounts Receivable
PO Box 12748
Roanoke, VA 24028

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Elkton, VA 22827

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Los Angeles, CA 90015

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Atlanta, GA 30353-0970

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Staten Island, NY 10304

Sandy Alexander Inc
PO Box 824263
Philadelphia, PA 19182-4263

SAS Graphic Supply
3403 Avenue S
Brooklyn, NY 11234-4825

SBC Tax Collector
172 W Third Street
First Floor
San Bernardino, CA 92415-0360

Security Scale Service Inc
PO Box 12207
Roanoke, VA 24023-2207

Sensient Imaging Technologies
2724 Loker Ave West
Carlsbad, CA 92010

Sensient
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CH 1110 Morges 2
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Shamrock Technologies
PO Box 18024
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Shelley Leap
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SKC Inc
One Thousand SKC Drive
Covington, GA 30014

Skytex Mexico, S A DE C V
Calle Jaime Balmes No. 11 MD 4 C.P.
11510
Los Morales, Polanco Plaza Polcanco,
Delegacion, Miguel Hidalgo
Mexico, D F

SLM Enterprise,LLC
PO Box 122
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Smith Gambrell and Russell
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Southern California Alarm Service Inc
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Norco, CA 92860

Southern California Edison
P O Box 600
Rosemead, CA 91771-0001

Spectrum Industries
13 McConnell St
Grand Rapids, MI 49503

Springs Window Fashions LLC
PO Box 945792
Atlanta, GA 30394-5792

Sprint
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London, KY 40742

Standard Plaque Inc
17271 Francis Street
Melvindale, MI 48122

Stanley Security Solutions
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Palatine, IL 60055

Staunton Steam Laundry
PO Box 300
Staunton, VA 24401-0259

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Steven Snyder
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Stonefield Josephson Inc
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Summer Industries
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Welcome, NC 27374

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Sun Life Financial
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SC3331
Wellesley Hills, MA 02481

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New York, NY 10018

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Susan Rion
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This form is mandatory. It has been approved for use by the United States Bankruptcy Court for the Central District of California.

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Tex Print USA LLC
P O Box 1022
Fair Lawn, NJ 07410

The Fox Group Inc
92 Reads Way
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New Castle, DE 19720

The Garrett Group LLC
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Mission Viejo, CA 92692

The Hartford thru WSMT Insurance
Attn Tony Belcastro
PO Box 1455
Bel Air, MD 21014

The Home Depot
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Columbus, OH 43218-3175

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Time Warner Cable
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Tony Campbell
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Tonya Cupp
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Carson, CA 90745

Transfertex GmbH and Co
Thermodruck KG
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Germany

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Dayton, VA 22821

Treasurer, Rockingham County
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Harrisonburg, VA 22803

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Triple S Pallets
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True Timber Outdoors
150 Accurate Way
Inman, SC 29349

Twenty First Century Associates
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Hackensack, NJ 07601 1432

U Line
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Waukegan, IL 60085

Ultra Pure Solutions Inc
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Unique Courier
General Delivery
New York, NY 10001

United Parcel Service
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Philadelphia, PA 19170-0001

United Recovery Systems LP
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Houston, TX 77272-2910

United States Supply Co Inc
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Charlotte, NC 28266-8945

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Chicago, IL 60673-1280

UPS Philadelphia
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Philadelphia, PA 19170-0001

UPS Supply Chain Solutions Inc
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Chicago, IL 60673 1280

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Wage and Hour Division
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US Office and Industrial Supply
PO Box 7612
Van Nuys, CA 91409-7612

Valley Industrial Trucks
1491 Southside Dr
Salem, VA 24153-4601

Valley Printers, Inc
1865 Dillard Drive
Salem, VA 24153

Valley Tool Repair
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Veolia ES Technical Solutions
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Verizon NY Internet
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Virginia Dept Of Taxation
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William Grier
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William Evans
William Jackson
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Wilma Mowbray
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Wood Equipment Co
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Ashland, VA 23005

Yellow Label Designs Ltd
Brook Mill, Parker Street
Macclesfield, Cheshire
SK11 7BQ
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Yokogawa Corp
CO United Control Company
3895 Deep Rock Road
Richmond, VA 23233

Zee Medical Inc
PO Box 781525
Indianapolis, IN 46278-8525

Wells Fargo Bank N.A.
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Harrisonburg, VA 22801

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Outdoor Living Hardscapes &
Landscapes
Daniel A. Smith
14006 Lory Mathias Ln
Broadway, VA 22815

Jim Shreckhise Landscape & Design
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Weyers Cave, VA 24486

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Department 83702
Dallas, TX 75320-2837

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Federal Express Corp.
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Andy Appleford
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Pittsburgh, PA 15250-7887

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Kaufman Organization
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Hicksville, NY 11820-9020

Sun Life Financial
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Philadelphia, PA 19170-0381

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U.S. EPA Fines and Penalties
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Joyce Romanoff (President)
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Swimwear
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Louis Hornick II (President)
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Victoria D'Angelo (President)
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Warwick, NY 10990

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Soubhi Debs (President/CEO)
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Leslie Shulman (Sales Rep)
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Granite Falls, NC 28630

Dickson-Constant
Patrick Raguét (Marketing Director)
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Z.I. de la Pilaterie
F59443 Wasquehal Cedex, FRANCE

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Robert Tagliapietra (Partner)
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Be & D
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Bruce Julian (Owner)
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