

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re

Oldco M Corporation
(f/k/a/ Metaldyne Corporation), et al.,

Debtors.

Chapter 11

Case No. 09-13412 (MG)

Jointly Administered

**STIPULATION AMONG THE DEBTORS, PURCHASER AND
OUTLOOKSOFT CORPORATION (I) ALLOWING DEBTORS TO
ASSUME AND ASSIGN A CERTAIN SOFTWARE LICENSE
AGREEMENT TO THE PURCHASER AND (II) SETTING
THE CURE AMOUNT IN CONNECTION THEREWITH**

THIS STIPULATION (the “**Stipulation**”) is made and entered into as of this 21st day of January, 2010, by and among Oldco M Company LLC f/k/a Metaldyne Company LLC, a Delaware limited liability company with offices at 47603 Halyard Drive, Plymouth, MI 48170 (the “**Debtor**”), Metaldyne LLC (a wholly-owned subsidiary of MD Investors Corporation), a Delaware limited liability company, with offices at 47659 Halyard Drive, Plymouth, MI 48170 (the “**Purchaser**”), and OutlookSoft Corporation, a Delaware corporation with offices at 263 Tresser Boulevard, One Stamford Plaza, Stamford, CT 06901 (“**OutlookSoft**”).

WHEREAS, OutlookSoft and Debtor, as licensee, have previously entered into that certain Software License Agreement effective May 16, 2002, and all appendices, amendments, schedules and exhibits thereto (the “**Software License Agreement**”), in which OutlookSoft granted to Debtor a license to use certain software and related proprietary information as more particularly described in the Software License Agreement (all of which for purposes of this Stipulation shall be referred to as the “**Software**”);

WHEREAS, Debtor, and certain of its affiliates (collectively, the “**Debtors**”), filed for bankruptcy protection under Chapter 11 of the United States Bankruptcy Code on May 27, 2009, in the United States Bankruptcy Court for the Southern District of New York (the “**Court**”);

WHEREAS, on or about June 16, 2009, Debtors filed their *Motion of Debtors and Debtors in Possession for (I) An Order (A) Approving Bidding Procedures for the Sale of the Debtors' Powertrain Group, (B) Approving Certain Bidder Protections and (C) Scheduling a Final Sale Hearing and Approving the Form and Manner of Notice Thereof; and (II) An Order (A) Authorizing the Sale of Certain Assets Related to the Debtors' Powertrain Group Free and Clear of Liens, Claims, Interests and Encumbrances and (B) Authorizing the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases in Connection Therewith* [Docket No. 214] (the “**Powertrain Sale Motion**”);

WHEREAS, on or about June 25, 2009, Debtors filed their *Motion of Debtors and Debtors in Possession for (I) An Order (A) Approving Bidding Procedures for the Sale of Certain Assets of the Debtors' Chassis Group, (B) Authorizing the Debtors to Grant Certain Bidder Protections, If Applicable, and (C) Scheduling a Final Sale Hearing and Approving the Form and Manner of Notice Thereof; and (II) An Order (A) Authorizing the Sale of Certain of the Assets of the Debtors' Chassis Group Free and Clear of Liens, Claims, Interests and Encumbrances and (B) Authorizing the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases in Connection Therewith* [Docket No. 323] (the “**Chassis Sale Motion**,” and together with the Powertrain Sale Motion, the “**Sale Motions**”);

WHEREAS, on or about October 2, 2009, Debtors filed their *Third Notice of Executory Contracts and Unexpired Leases to be Assumed and Assigned in Connection with the Sale of the Majority of the Debtors' Assets* [Docket No. 833] (the “**Cure Notice**”) identifying the executory contracts it intended to assume and assign in connection with the Sale Motions, and which Cure Notice identified the Software License Agreement as an executory contract to be assumed and assigned to the Purchaser;

WHEREAS, on or about October 16, 2009, OutlookSoft filed its *Objection of OutlookSoft Corporation to the Debtors' Assumption and Assignment of Its Executory Contract(s) and the Proposed Cure Amounts* [Docket No. 871] (the “**Objection**”);

WHEREAS, the cure amount for 2009 software maintenance services under the Software License Agreement is \$30,000.00 (the “**Cure Amount**”);

WHEREAS, on or about August 12, 2009, the Court entered an order (the “**Sale Order**”) approving the Sale Motions, except to the extent the Sale Motions contemplated the assumption and assignment of any executory contracts where the counterparty thereto had objected to such assumption and assignment;

WHEREAS, on October 16, 2009 (the “**Closing Date**”), the transactions contemplated by the Sale Order closed;

WHEREAS, the parties intend for this Stipulation to memorialize the assignment of the Software License Agreement from Debtor to Purchaser, in accordance with the terms and conditions set forth below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Debtors, Purchaser, and OutlookSoft, intending to be legally bound, hereby agree as follows:

1. OutlookSoft hereby consents to the assumption and assignment of the Software License Agreement effective as of the Closing Date, conditioned upon (i) OutlookSoft’s receipt of the Cure Amount as provided in paragraph 3 herein and (ii) Debtors’ and Purchaser’s compliance with the terms of this Stipulation.

2. Debtors hereby assume and assign all of their rights, title and interest to and under the Software License Agreement (collectively, the “**Assigned Rights**”) to the Purchaser pursuant to § 365 of 11 U.S.C. §§ 101 *et seq.* (the “**Bankruptcy Code**”). Purchaser hereby accepts such assignment. Purchaser has demonstrated adequate assurance of future performance with respect to the Software License Agreement.
3. Purchaser will remit to OutlookSoft the Cure Amount within five (5) days of the Court’s approval of this Stipulation. Upon payment of the Cure Amount by Purchaser, proof of claim number 2645 filed by OutlookSoft is deemed withdrawn with prejudice as satisfied by the payment of the Cure Amount.
4. Purchaser also agrees to comply with all the applicable terms, conditions, and obligations of the Software License Agreement, including, but not limited to, timely payment for 2010 software maintenance services. Purchaser’s right to use the Software is subject to the Software License Agreement. Except for the Assigned Rights, Purchaser shall not acquire any ownership rights, title or license to the Software, as defined in the Software License Agreement, or any intellectual property rights associated therewith. OutlookSoft or its licensors shall at all times remain the owner of the Software and all intellectual property associated therewith, except as otherwise expressly set forth in the Software License Agreement.
5. As of the date of this Stipulation, OutlookSoft represents that no monetary defaults exist under the Software License Agreement other than the Cure Amount provided for in paragraph 3 herein. Payment of the Cure Amount shall be in full satisfaction of any and all monetary defaults through the date hereof under Software License Agreement.
6. This Stipulation is subject to the approval of the Court. All of the rights and obligations arising hereunder, including matters of construction, validity and performance, shall be governed by the laws of the State of Connecticut; provided, however, that the Court shall retain exclusive jurisdiction over any action, claim, or dispute arising out of this Stipulation.
7. The signatories hereto represent and warrant that they have the authority to execute this Stipulation.
8. This Stipulation shall be binding upon and shall inure to the benefit of the parties hereto as well as their assignees, successors and representatives.
9. This Stipulation may be signed in counterparts by the parties and constitute the entire Agreement herein.

IN WITNESS WHEREOF, Debtors, Purchaser and OutlookSoft have executed this Stipulation by and through each party's respective counsel as of the date first above written.

Debtors:

Oldco M Corporation f/k/a Metaldyne Company LLC
By: Their Counsel

/s/ Ryan T. Routh
Richard H. Engman
JONES DAY
222 East 41st Street
New York, New York 10017
Telephone: (212) 326-3939
Facsimile: (212) 755-7306

- and -

Heather Lennox
Ryan T. Routh
JONES DAY
North Point
901 Lakeside Avenue
Cleveland, Ohio 44114
Telephone: (216) 586-3939
Facsimile: (216) 579-0212

ATTORNEYS FOR DEBTORS AND DEBTORS IN POSSESSION

Purchaser:

Metaldyne LLC (a wholly-owned subsidiary of MD Investors Corporation)

By: Its Counsel

/s/ Christopher J. Marcus

Christopher J. Marcus

Benjamin J. Steele

KIRKLAND & ELLIS LLP

601 Lexington Avenue

New York, New York 10022

Telephone: (212) 446-4800

Facsimile: (212) 446-6460

ATTORNEYS FOR MD INVESTORS CORPORATION

OutlookSoft:

OutlookSoft Corporation

By: Its Counsel

/s/ Kenneth J. Schweiker, Jr.

Kenneth J. Schweiker, Jr.

Brown & Connery, LLP

6 North Broad Street

Woodbury, New Jersey 08096

Telephone: (856) 812-8900

Facsimile: (856) 853-9933

ATTORNEYS FOR OUTLOOKSOFT CORPORATION

IT IS SO ORDERED:

Dated: New York, New York

February 17, 2010

/s/ Martin Glenn

UNITED STATES BANKRUPTCY JUDGE