Docket #0247 Date Filed: 04/21/2026

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re:	§	Case No. 25-90817 (CML)
	§	
AMPLE, INC., *et al.*,[1]	§	Chapter 11
	§	
Debtors.	§	(Jointly Administered)

NOTICE OF FILING OF REVISED PROPOSED ORDER (A) APPROVING THE SALE OF PURCHASED ASSETS FREE AND CLEAR OF ALL LIENS, CLAIMS, AND OTHER INTERESTS TO TRANSFORM AMP, LLC PURSUANT TO THE ASSET PURCHASE AGREEMENT; (B) APPROVING THE ASSUMPTION AND ASSIGNMENT OF EXECUTORY CONTRACTS; AND (C) GRANTING RELATED RELIEF

PLEASE TAKE NOTICE that, on April 15, 2026, the above-captioned debtors and debtors in possession (the "Debtors") filed the *Notice of (I) Successful Bid; and (II) Sale Hearing Scheduled for April 21, 2026 at 1:30 P.M. (CDT)* [Docket No. 239] (the "Notice");

PLEASE TAKE FURTHER NOTICE that no objections to the Notice were filed; however, the Debtors received informal comments to the proposed form of order from the U.S. Trustee and from proposed purchaser Transform Amp, LLC;

PLEASE TAKE FURTHER NOTICE that the revised proposed order is attached hereto as **Exhibit A**. A changed pages only redline showing the changes from the form of proposed order filed with the Notice is attached hereto as **Exhibit B**.

[1] The Debtors in these chapter 11 cases and the last four digits of each Debtor's taxpayer identification number are: Ample, Inc. (4015) and Ample Texas EV, LLC (6832). A copy of this Notice is available on (a) the Court's website, at www.txs.uscourts.gov and (b) the website maintained by the Debtors' claims and noticing agent, Verita Global at https://veritaglobal.net/ample.

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Date: April 21, 2026

PILLSBURY WINTHROP SHAW PITTMAN LLP

By: */s/ Joshua Stenhjem*

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Counsel for the Debtors

Certificate of Service

I certify that on April 21, 2026, I caused a copy of the foregoing document to be served by the Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas.

/s/ Joshua Stenhjem
Joshua Stenhjem

Exhibit A

Revised Proposed Sale Order

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re:	)	Case No. 25-90817 (CML)
AMPLE, INC. et al.,[1]	)	Chapter 11
Debtors.	)	(Jointly Administered)

ORDER (A) APPROVING THE SALE OF PURCHASED ASSETS FREE AND CLEAR OF ALL LIENS, CLAIMS, AND OTHER INTERESTS TO TRANSFORM AMP, LLC PURSUANT TO THE ASSET PURCHASE AGREEMENT; (B) APPROVING THE ASSUMPTION AND ASSIGNMENT OF EXECUTORY CONTRACTS; AND (C) GRANTING RELATED RELIEF

The Court having considered the motion (the "Motion"),[2] filed by Ample, Inc. and Ample Texas EV, LLC (the "Debtors") in the above-captioned case, seeking, among other related relief, approval of the sale of the Debtors intellectual property and related tangible property (Assets as defined in the Asset Purchase Agreement are the "Purchased Assets") to (i) Transform AMP, LLC ("Transform AMP, LLC") , and (ii) Twelve Bridge Capital LLC, in its capacity as DIP Lender (the "DIP Lender"), which together submitted a joint bid pursuant to the Asset Purchase Agreement (the DIP Lender and Transform AMP, LLC together, the "Purchasers").

Under the Asset Purchase Agreement (defined below) Purchasers acquire the Purchased Assets free and clear of all liens, claims, and encumbrances. The Court held a hearing (the "Sale Hearing") to consider approval of the Asset Purchase Agreement and the transaction with the Purchasers (the "Sale Transaction"); and the Court considered (i) the Motion and the exhibits thereto, (ii) the *Notice of Modified Sale Process and Extension of the Bid Deadline* [ECF No. 198]

[1] The Debtors in these chapter 11 cases and the last four digits of each Debtor's taxpayer identification numbers are: Ample Inc. (4015) and Ample Texas EV, LLC (6832).

[2] Capitalized terms used but not described in this Order have the meanings ascribed to them in the Motion.

and the *Notice of Second Extension of the Bid Deadline* [ECF No. 207], (iii) the Asset Purchase Agreement, dated as of April 15, 2026, by and between the Purchasers and the Debtors (the "Asset Purchase Agreement"), a copy of which is attached hereto as **Exhibit 1**, In the Asset Purchase Agreement, Debtors agreed, subject to Court approval, among other things, to sell the Purchased Assets therein to the Purchasers, including, without limitation, the Designated Assigned Contracts (as defined herein) that will be assumed and assigned to the Purchasers on the terms and conditions set forth in the Asset Purchase Agreement and herein. The Court has considered (iv) the record of all proceedings in this bankruptcy case; and finds that due and sufficient notice of the Motion and its attachments, the Asset Purchase Agreement, and the form of this order (the "Sale Order") have been provided; and, except as otherwise provided for herein, all objections to the Sale Transaction having been withdrawn, resolved, or overruled; and, after due deliberation and for the reasons set forth on the record of the Sale Hearing, and the Court further finds that the relief granted herein is in the best interests of the Debtors' estate; and good and sufficient cause appearing therefor;

IT HEREBY IS FOUND AND DETERMINED THAT:

A. **Fed. R. Bankr. P. 7052**. The findings and conclusions set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052 made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such. The Court's findings shall also include any oral findings of fact and conclusions of law made by the Court during or at the conclusion of the Sale Hearing.

B. **Jurisdiction and Venue**. This Court has jurisdiction over the Motion, the Sale Transaction, and over the property of the Debtors' bankruptcy estate, including the Purchased

Assets, pursuant to 28 U.S.C. §§ 157(a)-(b) and 1334(b). This matter is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409. The statutory and other legal predicates for the relief sought in the Motion and granted herein include sections 105, 362, 363, and 365 of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, 6006, 9008, and 9014.

C. **Final Order**. This Sale Order constitutes a final order within the meaning of 28 U.S.C. § 158(a). The Debtors have demonstrated compelling circumstances and a good, sufficient, and sound business purpose and justification for the immediate approval and consummation of the Sale Transaction as contemplated by the Asset Purchase Agreement. In the absence of a stay pending appeal, the Purchasers, being good faith purchasers under section 363(m) of the Bankruptcy Code, may close the sale contemplated by the Asset Purchase Agreement at any time after entry of this Sale Order, subject to the provisions of the Asset Purchase Agreement.

D. **Notice and Opportunity to Object**. As evidenced by the certificates of service on file with the Court, due, proper, timely, adequate, and sufficient notice and a reasonable opportunity to object or be heard with respect to the Bidding Procedures, the Motion, the Sale Hearing, the Sale Transaction, and the Asset Purchase Agreement, the assumption and assignment of the Designated Assigned Contracts (as defined below), and proposed amounts necessary to cure any defaults thereunder (the "Cure Amounts") has been provided in accordance with the Bankruptcy Code, the Bankruptcy Rules, and the Bankruptcy Local Rules.

E. **Property of Estate**. The Purchased Assets to be sold and assigned by the Debtors to the Purchasers pursuant to the Asset Purchase Agreement are property of the Debtors' estate and all rights are vested in and owned by the Debtors' estate.

F. **Marketing Process**. In accordance with the Bidding Procedures and the *Notice of Modified Sale Process and Extension of the Bid Deadline* [ECF No. 198], (i) the Debtors and its advisors engaged in a closed-bid process (the "Bidding Process") that was sufficient under the circumstances; (ii) the Debtors and its advisors conducted a fair process; (iii) the Bidding Process was non-collusive and provided a full, fair, and reasonable opportunity for any entity to make an offer to purchase the Purchased Assets; and (iv) the process conducted by the Debtors was reasonably calculated to obtain the highest or otherwise best value for the Purchased Assets obtainable under the circumstances.

G. **Corporate Authority**. Subject to this Sale Order, the Debtors acting through the CRO John D. Baumgartner, their advisors, or other authorized representative, will have all necessary power and authority to (i) execute and deliver the Asset Purchase Agreement and all other documents contemplated thereby, (ii) consummate the Sale Transaction, and (iii) execute any document necessary or appropriate to effectuate the Sale Transaction. No consents or approvals, other than those expressly provided for in the Asset Purchase Agreement, are required for the Debtors to consummate the Sale Transaction on behalf of the Debtors and its bankruptcy estate.

H. **Business Justification**. The Debtors have demonstrated good, sufficient, and sound business purposes and justifications for entry into and approval of the Asset Purchase Agreement and the other agreements, documents, and instruments deliverable thereunder, pursuant to section 363(b) of the Bankruptcy Code.

I. **Highest and Otherwise Best Offer**. The consideration to be provided pursuant to the Asset Purchase Agreement, consisting of the DIP Lender's bid of $2,000,000 (as a reduction of the DIP Loan) pursuant to section 363(k) of the Bankruptcy Code and payment of any Cure

Amounts for the Designated Assigned Contracts, constitutes (a) fair and reasonable consideration, (b) the highest and otherwise best offer for the Purchased Assets received by the Debtors, and (c) reasonably equivalent value under the circumstances. The Debtors' determination that the Asset Purchase Agreement constitutes the highest and best offer likely obtainable for the Purchased Assets was a valid, sound, and reasonable exercise of the Debtors' business judgment consistent with its fiduciary duties to its bankruptcy estate. The Court finds the terms and conditions set forth in the Asset Purchase Agreement are fair and reasonable under the circumstances. The Asset Purchase Agreement was not entered into by the Purchasers or the Debtors for the purpose of, nor does it have the effect of, hindering, delaying, or defrauding any creditor of the Debtors under any of the foregoing federal or state laws or any other applicable laws.

J. **Good Faith Purchasers**. The Asset Purchase Agreement and the Sale Transaction were proposed, negotiated, and entered into by and among the Debtors, Committee, and the Purchasers without collusion or fraud, in good faith, and at arm's length after a mediation, and they constitute a reasonable business decision of the Debtors. The Purchasers are good faith purchasers within the meaning of Bankruptcy Code section 363(m) and are therefore entitled to the full protection of that provision with respect to the Asset Purchase Agreement, the Sale Transaction, each term of the Asset Purchase Agreement (and any ancillary documents executed in connection therewith, including but not limited to the Secured Note, the related loan documents (together with the Secured Note, the "Loan Documents"), the transfer of Claims, and any bills of sale or intellectual property transfer or assignment agreements) and each term of this Sale Order. The protections afforded by Bankruptcy Code § 363(m) are integral to the Sale Transaction and the Purchasers would not consummate the Sale Transaction without such protections. There has been no showing that the Debtors or the Purchasers have engaged in any action or inaction that

would cause or permit the Asset Purchase Agreement or the Sale Transaction to be avoided or any costs or damages to be imposed under Bankruptcy Code § 363(n). Neither of the Purchasers, nor any of their affiliates, members, controlling partners, officers, directors, principals, or shareholders is an "insider" of the Debtors as that term is defined in Bankruptcy Code section 101(31). No common identity of directors, managers, controlling partners, shareholders, or members exists between the Debtors and the Purchasers. The Court further finds that the Purchasers, Debtors and Committee acted in good faith in structuring and submitting the Asset Purchase Agreement and the mediation leading to it, including the bid, Claims transfer, Claims limitations, transfer of Purchased Assets and all related consideration. The absence of cash consideration does not negate the DIP Lender or Transform AMP, LLC's status as good faith purchasers, and the totality of the consideration provided is sufficient to support the Sale Transaction.

K. **Validity of the Transfer**. As of the closing of the Sale Transaction (the "Closing"), the transfer of Purchased Assets to the Purchasers will be a legal, valid, and effective transfer of such Purchased Assets, and will vest the Purchasers with all rights, title, and interests of the Debtors and the Debtors' estate in and to the Purchased Assets, free and clear of all liens, claims, encumbrances, and other interests, except those expressly retained pursuant to the Asset Purchase Agreement. The consummation of the Sale Transaction is legal, valid, and properly authorized under all applicable provisions of the Bankruptcy Code, including, sections 105(a), 363(b), 363(f), 363(h), 365(f), and 365(m), and all of the applicable requirements of such sections have been complied with in respect of the Sale Transaction.

L. **Legal, Valid, and Binding Transfer**. The Asset Purchase Agreement is a valid and binding contract between the Debtors, on behalf of themselves and the bankruptcy estates, and the Purchasers, and the Asset Purchase Agreement and the terms thereof shall be enforceable

pursuant to its terms. The Asset Purchase Agreement, the Sale Transaction, and the consummation thereof shall be specifically enforceable against and binding upon (without posting any bond) the Debtors, any trustee appointed in this bankruptcy case, the Purchasers, and any other party with an interest in the Purchased Assets, and shall not be subject to rejection or avoidance by the foregoing parties or any other person.

M. **Free and Clear**. The Purchasers would not have entered into the Asset Purchase Agreement and would not consummate the Sale Transaction if the transfer of the Purchased Assets to the Purchasers and the assumption and assignment of any of the Designated Assigned Contracts to the Purchasers were not free and clear of all liens, claims, encumbrances and other interests except those specifically retained in the Asset Purchase Agreement and as provided for herein, or if the Purchasers would, or in the future could, be liable for any such liens, claims, encumbrances. Subject to the provisions of this Sale Order and except as may be specifically provided in the Asset Purchase Agreement or this Sale Order, the Debtors' sale of the Purchased Assets shall be free and clear of any and all interests, including all liens, claims, and encumbrances, because, in each case, one or more of the standards set forth in sections 363(f)(1) through (5) of the Bankruptcy Code have been satisfied. Each entity with an interest, including any lien, claim, or encumbrance, in the Purchased Assets to be transferred on the Closing Date: (i) has, subject to the terms and conditions of this Sale Order, consented to the Sale Transaction or is deemed to have consented to the extent that they did not object; (ii) could be compelled in a legal or equitable proceeding to accept money satisfaction of such lien, claim, interest, or encumbrance; or (iii) otherwise falls within the provisions of Bankruptcy Code § 363(f). Except to the extent expressly set forth in the Asset Purchase Agreement or this Sale Order, this Sale Order is and shall be effective on the date of the Closing (the "Closing Date") as a determination that all liens, claims,

encumbrances, and other interests of any kind or nature whatsoever existing as to the Purchased Assets prior to the Closing Date have been unconditionally released, discharged, and terminated, in each case to the fullest extent permitted by law, and that the conveyances described herein have been effected. Except to the extent expressly set forth in the Asset Purchase Agreement or this Sale Order, the Purchasers shall not be responsible for any liens, claims, encumbrances, and other interests, including any derivative, successor, transferee, or vicarious liability as a result of the transactions authorized herein, including liabilities on account of any taxes arising, accruing, or payable under, out of, in connection with, or in any way relating to the operation of Debtors' business or administration of the bankruptcy estate prior to the Closing or by reason of the transactions contemplated by this Sale Order on account of the Sale Transaction, including any federal, state, or local tax liabilities that the Debtors may incur in connection with the Sale Transaction. Upon the Closing Date, all persons having liens of any kind or nature whatsoever against the Purchased Assets arising prior to the Closing Date and not expressly retained by the Asset Purchase Agreement or this Sale Order shall be forever barred, estopped, and permanently enjoined from pursuing or asserting such liens against the Purchasers or any of its respective assets, property, affiliates, successors, assigns, or the Purchased Assets.

N. **Not a *Sub Rosa* Plan**. The Asset Purchase Agreement and Sale Transaction do not constitute an impermissible *sub rosa* chapter 11 plan for which approval has been sought without the protections that a disclosure statement would afford. The Asset Purchase Agreement and the Sale Transaction neither impermissibly restructure the rights of the Debtors' creditors nor impermissibly dictate a liquidating plan for the Debtors.

O. **No Successor, Derivative, or Similar Liability**. The Purchasers (i) are not, and shall not be, considered a successor in interest to the Debtors, (ii) have not, *de facto* or

otherwise, merged or consolidated with or into the Debtors, (iii) are not a continuation or substantial continuation of the Debtors or any enterprise of the Debtors, and (iv) are not holding themselves out to the public as a continuation of the Debtors. There is no continuity or common identity between the Purchasers, any of their affiliates, and the Debtors. The sale and transfer of the Purchased Assets to the Purchasers, including the assumption by the Debtors and assignment, transfer, and/or sale to the Purchasers and the Purchasers' occupation and use of the Purchased Assets will not subject the Purchasers to any liability (including any successor liability) with respect to the operation of any of the Debtors' business before Closing or by reason of such transfer, except that, upon the Closing, the Purchasers shall become liable for the applicable Assumed Liabilities. The Purchasers shall have no obligations with respect to any liabilities of the Debtors or the Debtors' estate arising out of or related to the Purchased Assets, except as expressly provided in the Asset Purchase Agreement. The Sale Transaction contemplated under the Asset Purchase Agreement does not amount to a consolidation, merger or de facto merger of the Purchasers and the Debtors and/or the Debtors' estate. The Purchasers would not have acquired the Purchased Assets if it were liable for claims based upon "successor liability" theories.

P. **Joint Bid Structure**. The Court finds that the Asset Purchase Agreement reflects a joint bid by the Purchasers, pursuant to which the DIP Lender is providing consideration through a bid and reduction of the DIP Loan balance under section 363(k) of the Bankruptcy Code and, in exchange, will receive certain consideration from Transform AMP, LLC as set forth in the Asset Purchase Agreement and related agreements and exhibits. Such structure was fully disclosed, negotiated in good faith, and does not constitute collusion or improper conduct under section 363(n) of the Bankruptcy Code.

Q. **Credit Bid**. Pursuant to sections 363(k) and 363(b) of the Bankruptcy Code, the credit bid was a valid and proper bid as contemplated under the Asset Purchase Agreement and the Bidding Procedures.

R. **Legal and Factual Bases**. The legal and factual bases set forth in the Motion and at the Sale Hearing establish just cause for the relief granted herein.

S. **Necessity of Sale Order**. The Purchasers would not consummate the Sale Transaction without all of the relief provided for in this Sale Order.

THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED THAT:

1. The Motion is **GRANTED** as set forth herein.

2. Any objections, responses, or reservations of rights filed or asserted in response to the Motion and the relief granted herein, to the extent not resolved as set forth herein, settled, or waived as announced to the Court on the record at the Sale Hearing, are hereby overruled on the merits in their entirety.

Approval of the Asset Purchase Agreement

3. The Asset Purchase Agreement with the Purchasers, including all of its terms and conditions, all schedules and exhibits, all ancillary documents, and all transactions contemplated therein, are hereby approved in all respects.

4. Pursuant to sections 105, 363 and 365 of the Bankruptcy Code, the Debtors are authorized and empowered to (i) execute, deliver, perform under, consummate, and implement the Asset Purchase Agreement and the Sale Transaction together with all additional documents as may be reasonably necessary or desirable to implement the Asset Purchase Agreement, the Sale Transaction and the transfer of the Assets, (ii) take any and all actions as it deems necessary, appropriate, or advisable for the purpose of assigning, transferring, granting, conveying, and conferring the Assets to the Purchasers (or as may be necessary or appropriate to the performance

of the obligations as contemplated by the Asset Purchase Agreement and the Sale Transaction) including, without limitation, any and all actions reasonably requested by the Purchasers that are consistent with this Sale Order, the Asset Purchase Agreement, and the Sale Transaction, and (iii) pay, without further order of this Court, whether before, at or after the Closing Date, any expenses or costs that are required or reasonably contemplated to be paid by the Debtors in order to consummate the transactions contemplated by the Asset Purchase Agreement or perform the obligations under the Asset Purchase Agreement (which payments are deemed authorized by the DIP Lender notwithstanding restrictions in prior orders).

Transfer of the Purchased Assets Free and Clear

5. Pursuant to sections 105(a), 363(f), and 365(b) of the Bankruptcy Code, upon the Closing of the Sale Transaction: (i) the transfer of the Purchased Assets to the Purchasers pursuant to the Asset Purchase Agreement shall constitute a legal, valid, and effective transfer of the Purchased Assets and shall vest the Purchasers with all rights, title, and interests in and to the Purchased Assets; and (ii) the Purchased Assets shall be transferred to the Purchasers free and clear of any and all interests, including all liens, claims, and encumbrances, except those specifically assumed by the Purchasers pursuant to the Asset Purchase Agreement or this Sale Order; and all persons are forever prohibited and enjoined from commencing or continuing in any manner any action or other proceeding, whether in law or equity, against the Purchasers or the Purchased Assets with respect to any such liens, claims, encumbrances, and other interests. Accordingly, the Purchasers shall not have any derivative, successor, transferee, or vicarious liability as a result of the transactions authorized herein, including liabilities on account of any taxes arising, accruing, or payable under, out of, in connection with, or in any way relating to the operation of the Debtors' business prior to the Closing or by reason of the transactions

contemplated by this Sale Order, including any federal, state, or local tax liabilities that the Debtors may incur in connection with the Sale Transaction.

6. On the Closing Date, this Sale Order shall be construed and shall constitute for any and all purposes a legal, valid, binding, and effective, full, and complete general assignment, conveyance, and transfer of the interests of the Debtors and the Debtors' estate in the Purchased Assets, deed, and/or a bill of sale transferring good and marketable title in and to the Purchased Assets. This Sale Order shall also effectuate the DIP Lender's acquisition of Claims that are Purchased Assets, including specifically Claims against any of the Debtors' current or former officers, directors, agents, insiders, affiliates, control persons or subsidiaries, and this Sale Order further imposes limitations on a recovery on those Claims, some of which may be subject to potential reconveyance to the Estate (as set out in the Asset Purchase Agreement).

7. The Debtors, through the CRO John D. Baumgartner, their advisors, or other authorized representatives, are authorized to execute any documents or instruments on behalf of the Debtors necessary or appropriate to effectuate the Sale Transaction contemplated by this Sale Order.

8. The Debtors and the CRO are authorized to execute any documents necessary for recording with the USPTO (and any other entity, division, agency, or regulatory body in a different jurisdiction or country) to reflect the transfer of intellectual property Assets subject to the Asset Purchase Agreement. If the Debtors and the CRO are unable to execute such documents for any reason, the Purchasers are authorized and empowered to execute such documents necessary to record the transfer of the Assets that are intellectual property with the appropriate office, entity, division, agency or regulatory body relating to such intellectual property (including, for example, foreign patent offices) without further order of this Court provided that the exercise of such

authority or power is solely with respect to recording the transfer of intellectual property sold to the Purchasers pursuant to the Asset Purchase Agreement. At or after the closing, the Debtors are further authorized to execute a power of attorney or similar documentation to evidence the authority granted to the Purchasers within this paragraph.

9. This Sale Order is and shall be effective as a determination that all liens, claims, encumbrances, and other interests (other than those expressly assumed by the Purchasers or permitted to survive under the Asset Purchase Agreement or this Sale Order), attributable to any period ending on or before the Closing Date, shall be and are, without further action by any person or entity, unconditionally released, discharged, and terminated with respect to the Purchased Assets as of the Closing Date, except as may otherwise be set forth in the Asset Purchase Agreement or this Sale Order. The provisions of this Sale Order authorizing the sale and assignment of the Purchased Assets free and clear of all liens, claims, encumbrances, and other interests shall be self-executing, and notwithstanding the failure of the Debtors, the Purchasers, or any other party to execute, file, or obtain releases, termination statements, assignments, consents, or other instruments to effectuate, consummate, and/or implement the provisions hereof, all liens, claims, encumbrances, and other interests (other than those expressly assumed by the Purchasers or permitted to survive under the Asset Purchase Agreement or this Sale Order) on or against the Purchased Assets, if any, shall be deemed released, discharged, and terminated.

10. Except as otherwise provided herein or in the Asset Purchase Agreement, on the Closing Date, the Debtors and the Debtors' creditors are authorized to execute such documents and instruments and to take all other actions as may be reasonably necessary to document and effectuate the release of their liens, claims, encumbrances, and other interests in the Purchased Assets (other than those expressly assumed by the Purchasers or permitted to survive under the

Asset Purchase Agreement or this Sale Order), if any, as such liens, claims, encumbrances, and other interests, may have been recorded or may otherwise exist. If any such creditor fails to execute any such documents or instruments or take any such actions, the Purchasers and the Debtors are authorized to execute such documents and instruments and to take such actions on behalf of the creditor so as to document the release of such liens, claims, encumbrances, and other interests.

11. To the maximum extent permitted under applicable law, the Purchasers shall be authorized (but not required), as of the Closing Date, to operate under any license, permit, registration and governmental authorization or approval of the Debtors (to the extent of the Debtors' rights, title and interest therein) with respect to the Purchased Assets, and all such licenses, permits, registrations and governmental authorizations and approvals are deemed to have been, and hereby are, directed to be transferred to the Purchasers with respect to the Purchased Assets as of the Closing Date (unless the Purchasers disclaim said license, permit, registration, and/or authorization before closing, in writing, and promptly file with the Court a notice of such disclaimer).

12. No governmental unit (as defined in Bankruptcy Code section 101(27)) or any representative thereof may deny, revoke, suspend or refuse to renew any right, license, copyright, patent, trademark, or other permission or similar grant relating to the operation of the Purchased Assets on account of the filing or pendency of this bankruptcy case or the consummation of the Sale Transaction to the extent that any such action by a governmental unit or any representative thereof would violate Bankruptcy Code § 525.

Good Faith; Arm's-Length Sale

13. The consideration provided by the Purchasers under the Asset Purchase Agreement constitutes reasonably equivalent value, fair consideration, and fair value for the

Purchased Assets under the Bankruptcy Code, the Uniform Fraudulent Transfer Act, the Uniform Fraudulent Conveyance Act, and any other applicable law and may not be avoided under section 363(n) of the Bankruptcy Code or any other applicable law. Neither the Debtors nor the Purchasers has engaged in any conduct that would cause or permit the Asset Purchase Agreement or the Sale Transaction to be avoided, or costs or damages to be imposed, under section 363(n) of the Bankruptcy Code. The Asset Purchase Agreement was not entered into, and the Sale Transaction is not being consummated, for the purpose of hindering, delaying or defrauding creditors of the Debtors under the Bankruptcy Code, or any other applicable laws or escaping liability for any claims against the Debtors. Neither the Debtors nor the Purchasers has entered into the Asset Purchase Agreement or is consummating the Sale Transaction with any fraudulent or otherwise improper purpose.

14. The Asset Purchase Agreement and the Sale Transaction are undertaken by the Purchasers without collusion and in good faith, as that term is used in section 363(m) of the Bankruptcy Code and, accordingly, the reversal or modification on appeal of the authorization provided herein to consummate the Asset Purchase Agreement and the Sale Transaction shall not affect the validity of the sale of the Purchased Assets to the Purchasers, unless this Sale Order is duly stayed pending such appeal. The Purchasers are good faith buyers of the Purchased Assets and are entitled to all of the benefits and protections afforded by section 363(m) of the Bankruptcy Code.

Assumption and Assignment

15. Pursuant to sections 105(a), 363, and 365 of the Bankruptcy Code, the Debtors are authorized to assume the Designated Assigned Contracts (if any) designated for assumption and assignment in accordance with the Asset Purchase Agreement and assign the Designated Assigned Contracts to the Purchasers, free and clear of all claims, liens, encumbrances, and other

interests of any kind or nature whatsoever. The Purchasers shall file a final list of Designated Assigned Contracts on or before the day before the Closing Date. All executory contracts that the Purchasers do not timely designate in writing for assignment to and assumption by the Debtors by the Closing Date shall not be considered a Designated Assigned Contract.

16. Subject to and conditioned upon the closing of the Sale Transaction, the Asset Purchase Agreement, and any confirmed plan of reorganization or liquidation, Transform AMP, LLC shall pay the Cure Amounts for the Designated Assigned Contracts within fourteen (14) days after the Closing Date in the amounts set out in the Designated Assigned Contracts.

17. The Purchasers are found to have provided adequate assurance of future performance under the Designated Assigned Contracts within the meaning of section 365 of the Bankruptcy Code.

18. Upon payment of the Cure Amount for the Designated Assigned Contracts, the Designated Assigned Contracts, consistent with the provisions contained herein, shall be transferred to, and remain in full force and effect for the benefit of, the Purchasers in accordance with their respective terms, notwithstanding any provision in any such Designated Assigned Contract (including those of the type described in section 365(b)(2) of the Bankruptcy Code) that prohibits, restricts, or conditions such assignment or transfer and, pursuant to section 365(k) of the Bankruptcy Code, effective upon the Closing and the Debtor and the Debtor's estate shall be relieved from any post-Closing liability with respect to the Designated Assigned Contracts. No sections or provisions of any Designated Assigned Contract that purport to provide for additional payments, penalties, charges, or other financial accommodations in favor of the non-debtor counterparty to the Designated Assigned Contracts shall have any force or effect with respect to the Sale Transaction and assignments authorized by this Sale Order. Such provisions constitute

unenforceable anti-assignment provisions under section 365(f) of the Bankruptcy Code and are otherwise unenforceable under section 365(e) of the Bankruptcy Code. There shall be no accelerations, assignment fees, increases, or any other fees charged to the Purchasers, the Debtors, or the Debtors' estate caused by the assumption or assignment of Designated Assigned Contracts, the Sale Transaction, or the commencement of this bankruptcy case. No Designated Assigned Contract may be terminated, or the rights of any party modified in any respect, including pursuant to any "change of control" clause, by any other party thereto, as a result of the transactions contemplated by the Asset Purchase Agreement.

19. Upon payment of the Cure Amount for the Designated Assigned Contracts, all defaults or other obligations of the Debtors or the Debtors' estate under the Designated Assigned Contracts arising or accruing prior to the Closing (without giving effect to any acceleration clauses or any default provisions of the kind specified in section 365(b)(2) of the Bankruptcy Code) shall be deemed cured, and in no event shall the Purchasers, the Debtors, or the Debtors' estate have any liability whatsoever under any Designated Assigned Contract arising from or related to the time period prior to the Closing Date. The non-debtor counterparties to the Designated Assigned Contracts are forever barred and permanently enjoined from asserting against the Debtors, the Debtors' estate, the Purchasers, and their respective successors and assigns, any default or unpaid obligation allegedly arising or occurring before the Closing, any pecuniary loss resulting from such default, or any other claim or obligation under the Designated Assigned Contracts arising or incurred prior to the Closing, other than the Cure Amounts for the Designated Assigned Contracts. The Cure Amounts shall not be subject to further dispute or audit, including, without limitation, any audit based on performance prior to the Closing Date, irrespective of whether such Designated Assigned Contract contains an audit clause. After the payment of the applicable Cure Amounts,

none of the Debtors, the Debtors' estate, or the Purchasers shall have any further liabilities to the counterparties to the Designated Assigned Contracts other than the Purchasers' obligations under the Designated Assigned Contracts that accrue and become due and payable on or after the Closing Date.

20. The Cure Amounts for the Designated Contracts shall be in the amount set out in the Purchase Agreement except as otherwise provided in this Sale Order. Such Cure Amounts shall be deemed to be finally determined, and any such counterparty shall be prohibited from challenging, objecting to, or denying the validity and finality of the Cure Amount at any time.

No Successor Liability

21. The Purchasers have given substantial and adequate consideration under the Asset Purchase Agreement, which consideration shall constitute valid, valuable, and sufficient consideration for the absolution from any potential claims of successor liability of the Purchasers to the greatest extent allowed by applicable law and neither the Purchasers nor any of their affiliates shall be deemed to: (a) be a legal successor, or otherwise deemed to be a successor, to the Debtors under any theory of law or equity; (b) have, *de facto* or otherwise, merged with or into the Debtors or its estate; (c) have a common identity or a continuity of enterprise with the Debtors; or (d) be a mere continuation or substantial continuation, or be holding itself out as a mere continuation, of the Debtors or any business, enterprise, or operation of the Debtors. Upon the Closing, to the maximum extent available under applicable law, Purchasers' acquisition of the Purchased Assets owned by the Debtors shall be free and clear of any "successor liability" claims and other types of transferee liability of any nature whatsoever, whether known or unknown and whether asserted or unasserted at the time of Closing. The operations of the Purchasers and their affiliates shall not be

deemed a continuation of the Debtors' business as a result of the acquisition of the Purchased Assets.

22. Neither the purchase of the Purchased Assets by the Purchasers nor the fact that the Purchasers are using any of the Purchased Assets previously operated by the Debtors will cause the Purchasers to be deemed a successor in any respect to the Debtors' businesses or incur any liability derived therefrom within the meaning of any foreign, federal, state or local revenue, pension, ERISA, WARN, CERCLA, tax, labor, employment, environmental, or other law, rule or regulation (including filing requirements under any such laws, rules or regulations), or under any products liability law or doctrine with respect to the Debtors' liability under such law, rule or regulation or doctrine.

Other Related Relief

23. All persons that are in possession of some or all of the Purchased Assets as of or after the Closing are hereby directed to surrender possession of such Purchased Assets to the Purchasers as of the Closing or at such time thereafter as the Purchasers may request. All persons and entities are prohibited and enjoined from taking any action to adversely affect or interfere with the Claims transferred under the Asset Purchase Agreement or the ability of the Debtors to transfer the Purchased Assets to the Purchasers. The Debtors agree to exercise commercially reasonable efforts to assist the Purchasers in assuring that all persons that are presently, or on the date of the Closing may be, in possession of some or all of the Purchased Assets in which the Debtors' estate holds an interest will surrender possession of the Purchased Assets either to (i) the Debtors before the Closing Date, or (ii) the Purchasers on or after the date of the Closing.

24. The Court finds that, in light of the Debtors' marketing efforts and the absence of higher or better bids, the DIP Lender's bid reducing its loan in conjunction with the other

consideration given represents the only viable transaction available to monetize the Purchased Assets and maximize their value for the estates.

25. The Court further approves, solely for purposes of disclosure and enforcement, Transform AMP, LLC's issuance of the secured convertible promissory note in favor of the DIP Lender and entry into the related Loan Documents (including, without limitation, the Security Agreement, Intellectual Property Security Agreement, and Restrictive Covenants Agreement), as contemplated by the Asset Purchase Agreement. The Court finds that such consideration was fully disclosed, negotiated in good faith, and is integral to the consideration provided in the Sale Transaction.

26. This Sale Order is and shall be binding upon and shall govern acts of all entities including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of fees, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal, state, and local officials, and all other persons, who may be required by operation of law, the duties of their office, or contract, to accept, file, register or otherwise record or release any documents or instruments that reflect that the Purchasers are the assignee and owner of the Purchased Assets free and clear of all liens, claims, encumbrances, and other interests (other than those expressly assumed by the Purchasers or permitted to survive under the Asset Purchase Agreement) (all such entities being referred to as the "Recording Officers"). All Recording Officers are authorized to strike recorded liens, claims, interests, and encumbrances against the Purchased Assets recorded prior to the date of this Sale Order. A certified copy of this Sale Order may be filed with the appropriate clerk and/or recorded with the recorder to act to cancel any liens and other encumbrances of record, and this Sale Order is deemed to be in recordable form sufficient to be placed in the filing or recording system of each

and every federal, state, or local government agency, department, or office. If any person or entity which has filed statements or other documents or agreements evidencing liens on, or other interests in, all or any portion of the Purchased Assets shall not have delivered to the Debtors prior to the Closing, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases of liens, and any other documents necessary for the purpose of documenting the release of all liens, claims, encumbrances, or other interests which the person or entity has or may assert with respect to all or any portion of the Purchased Assets, the Debtors and Purchasers are hereby authorized, on behalf of the Debtors, the Debtors' estate, and each of the Debtors' creditors, to execute and file such statements, instruments, releases, and other documents on behalf of such person or entity with respect to the Purchased Assets, or take such other appropriate action, including seeking emergency relief in this Court or any other court to compel appropriate parties to execute termination statements, instruments of satisfaction and releases of all such liens, claims, encumbrances, or other interests with respect to the Purchased Assets. Each and every filing agent, filing officer, title agent, recording agency, governmental department, secretary of state, federal, state and local official, and any other person and entity who may be required by operation of law, the duties of its office or contract, to accept, file, register, or otherwise record or release any documents or instruments or who may be required to report or insure any title in or to the Purchased Assets, is hereby authorized and directed to accept any and all documents and instruments necessary and appropriate to consummate the Sale Transaction contemplated by the Asset Purchase Agreement and approved by this Sale Order.

27. Following the Closing, no holder of any liens, claims, encumbrances, or other interests with respect to the Purchased Assets (other than those expressly assumed by the Purchasers or permitted to survive under the Asset Purchase Agreement or this Sale Order) or other

party in interest may interfere with the Purchasers' use and enjoyment of the Purchased Assets based on or related to such liens, claims, encumbrances, or other interests, or any actions that the Debtors may take in this bankruptcy case, and no party may take any action to prevent, interfere with, or otherwise enjoin consummation of the Sale Transaction.

28. No "bulk sales," "bulk transfer" or similar laws (including those relating to taxes) of any state or other jurisdiction shall apply in any way to the transactions authorized herein, including the Asset Purchase Agreement and the Sale Transaction.

29. Notwithstanding anything in this Order or the Asset Purchase Agreement to the contrary, Transform AMP, LLC shall be solely responsible for (except for Claims transferred exclusively to the DIP Lender), and shall assume, pay, perform, and discharge when due, all costs, expenses, liabilities, and obligations arising from or related to (i) the ownership, use, or operation of the Purchased Assets, (ii) the operation of the business associated with the Purchased Assets, and (iii) the consummation and implementation of the Sale Transaction and the transactions contemplated by the Asset Purchase Agreement and related agreements. For the avoidance of doubt, the DIP Lender shall have no liability or responsibility for any such post-Closing costs, expenses, liabilities, or obligations.

30. Pursuant to section 1146(a) of the Bankruptcy Code, the issuance, transfer, or exchange of any security, or the making or delivery of any instrument of transfer under, in furtherance of, or in connection with the Sale Transaction, including, without limitation, the Asset Purchase Agreement and all ancillary documents and instruments, shall not be subject to any stamp tax, transfer tax, sales tax, use tax, or other similar tax. All filing or recording officers (or any other Person with authority over any of the foregoing) are hereby directed to accept for filing

and/or recording any of the foregoing instruments or other documents without the payment of any such taxes.

31. The Purchasers shall not be required to seek or obtain relief from the automatic stay under section 362 of the Bankruptcy Code to enforce any of its remedies under the Asset Purchase Agreement or any other related document. The automatic stay imposed by section 362 of the Bankruptcy Code is modified solely to the extent necessary to implement the preceding sentence.

32. This Sale Order and Asset Purchase Agreement shall be binding in all respects upon the Debtors, the Debtors' estate, all claimants and creditors, all holders of equity interests in the Debtors, any holders of liens, claims, encumbrances, or other interests against or on all or any portion of the Purchased Assets, all counterparties to any executory contract or unexpired lease of the Debtors, the Purchasers and their affiliates, successors, and assigns, and any subsequently appointed estate representative or other fiduciary in this bankruptcy case. The Asset Purchase Agreement, the Sale Transaction, and this Sale Order shall be enforceable against and binding upon, and shall not be subject to rejection or avoidance by, any chapter 7 or chapter 11 trustee appointed in this bankruptcy case. To the extent that anything contained in any plan of reorganization (or liquidation) confirmed in these bankruptcy cases or any order confirming any plan of reorganization (or liquidation) or any other order entered in these bankruptcy cases conflicts with or derogates from the provisions of this Sale Order, this Sale Order shall control.

33. The Asset Purchase Agreement and any related agreements, documents, or other instruments contemplated thereby may be waived, modified, amended, or supplemented by the Debtors and the Purchasers in a writing signed by such parties without further order of the Court;

provided that the Debtors conclude such waiver, modification, amendment, or supplement does not have a material adverse effect on the applicable Debtor's estate.

34. The failure to include specifically any particular provision of the Asset Purchase Agreement in this Sale Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court that the Asset Purchase Agreement be authorized and approved in its entirety and binding on the parties thereto.

35. To the extent of any inconsistency between the provisions of this Sale Order, the Asset Purchase Agreement, and any documents executed in connection therewith, the provisions contained in (1) this Sale Order, (2) the Asset Purchase Agreement, and (3) any documents executed in connection therewith shall govern, in that order.

36. Upon the Closing, in accordance with section 363(k) and the Asset Purchase Agreement, the portion of the DIP Lender's loan constituting the DIP Lender's credit bid in the amount of $2,000,000 shall be satisfied.

37. Nothing in this Sale Order or the Asset Purchase Agreement releases, nullifies, precludes or enjoins the enforcement of any police or regulatory liability to a governmental unit that any entity would be subject to as the post-sale owner or operator of property after the date of entry of this Sale Order. Nothing in this Sale Order or the Asset Purchase Agreement authorizes the transfer or assignment of any governmental (a) license, (b) permit, (c) registration, (d) authorization, or (e) approval, or the discontinuation of any obligation thereunder, without compliance with all applicable legal requirements and approvals under police or regulatory law. Nothing in this Sale Order divests any tribunal of any jurisdiction it may have under police or regulatory law to interpret this Sale Order or to adjudicate any defense asserted under this Sale Order.

38. This Court shall retain exclusive jurisdiction to interpret, implement, and enforce the terms and provisions of the Asset Purchase Agreement and all ancillary documents executed in connection therewith, including, without limitation, the Secured Note and the Loan Documents.

39. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Sale Order.

40. Without further approval of this Court, the Debtors and Purchasers are authorized to execute and deliver, and perform under, one or more amendments, waivers, consents or other modifications to and under the Asset Purchase Agreement and ancillary documents, in each case, in such form as the Debtors and Purchasers may agree; provided that such amendment, waiver, consent, or modification does not materially modify, in a manner adverse to the Debtors' estate, the terms of the Asset Purchase Agreement.

41. This Court retains jurisdiction and power to, among other things, interpret, implement, and enforce the terms and provisions of this Sale Order, the Sale Transaction, and the Asset Purchase Agreement, all amendments thereto and any waivers and consents thereunder, and each of the agreements executed in connection therewith and the transactions contemplated thereby, and to adjudicate, if necessary, any and all disputes concerning or relating in any way to the Sale Transaction.

END OF ORDER # #

EXHIBIT 1

Asset Purchase Agreement

Exhibit B

Redline Pages

the Debtors necessary or appropriate to effectuate the Sale Transaction contemplated by this Sale Order.

8. The Debtors and the CRO are authorized to execute any documents necessary for recording with the USPTO (and any other entity, division, agency, or regulatory body in a different jurisdiction or country) to reflect the transfer of intellectual property Assets subject to the Asset Purchase Agreement. If the Debtors and the CRO are unable to execute such documents for any reason, the Purchasers are authorized and empowered to execute such documents necessary to record the transfer of the Assets that are intellectual property with the appropriate office, entity, division, agency or regulatory body relating to such intellectual property (including, for example, foreign patent offices) without further order of this Court provided that the exercise of such authority or power is solely with respect to recording the transfer of intellectual property sold to the Purchasers pursuant to the Asset Purchase Agreement. At or after the closing, the Debtors are further authorized to execute a power of attorney or similar documentation to evidence the authority granted to the Purchasers within this paragraph.

9. ~~8.~~ This Sale Order is and shall be effective as a determination that all liens, claims, encumbrances, and other interests (other than those expressly assumed by the Purchasers or permitted to survive under the Asset Purchase Agreement or this Sale Order), attributable to any period ending on or before the Closing Date, shall be and are, without further action by any person or entity, unconditionally released, discharged, and terminated with respect to the Purchased Assets as of the Closing Date, except as may otherwise be set forth in the Asset Purchase Agreement or this Sale Order. The provisions of this Sale Order authorizing the sale and assignment of the Purchased Assets free and clear of all liens, claims, encumbrances, and

other interests shall be self-executing, and notwithstanding the failure of the Debtors, the Purchasers, or any other party to execute, file, or obtain releases, termination statements, assignments, consents, or other instruments to effectuate, consummate, and/or implement the provisions hereof, all liens, claims, encumbrances, and other interests (other than those expressly assumed by the Purchasers or permitted to survive under the Asset Purchase Agreement or this Sale Order) on or against the Purchased Assets, if any, shall be deemed released, discharged, and terminated.

10. ~~9.~~ Except as otherwise provided herein or in the Asset Purchase Agreement, on the Closing Date, the Debtors and the Debtors' creditors are authorized to execute such documents and instruments and to take all other actions as may be reasonably necessary to document and effectuate the release of their liens, claims, encumbrances, and other interests in the Purchased Assets (other than those expressly assumed by the Purchasers or permitted to survive under the Asset Purchase Agreement or this Sale Order), if any, as such liens, claims, encumbrances, and other interests, may have been recorded or may otherwise exist. If any such creditor fails to execute any such documents or instruments or take any such actions, the Purchasers and the Debtors are authorized to execute such documents and instruments and to take such actions on behalf of the creditor so as to document the release of such liens, claims, encumbrances, and other interests.

11. ~~10.~~ To the maximum extent permitted under applicable law, the Purchasers shall be authorized (but not required), as of the Closing Date, to operate under any license, permit, registration and governmental authorization or approval of the Debtors (to the extent of the Debtors' rights, title and interest therein) with respect to the Purchased Assets, and all such licenses, permits, registrations and governmental authorizations and approvals are deemed to

have been, and hereby are, directed to be transferred to the Purchasers with respect to the Purchased Assets as of the Closing Date (unless the Purchasers disclaim said license, permit, registration, and/or authorization before closing, in writing, and promptly file with the Court a notice of such disclaimer).

12. ~~11.~~ No governmental unit (as defined in Bankruptcy Code section 101(27)) or any representative thereof may deny, revoke, suspend or refuse to renew any right, license, copyright, patent, trademark, or other permission or similar grant relating to the operation of the Purchased Assets on account of the filing or pendency of this bankruptcy case or the consummation of the Sale Transaction to the extent that any such action by a governmental unit or any representative thereof would violate Bankruptcy Code § 525.

Good Faith; Arm's-Length Sale

13. ~~12.~~ The consideration provided by the Purchasers under the Asset Purchase Agreement constitutes reasonably equivalent value, fair consideration, and fair value for the Purchased Assets under the Bankruptcy Code, the Uniform Fraudulent Transfer Act, the Uniform Fraudulent Conveyance Act, and any other applicable law and may not be avoided under section 363(n) of the Bankruptcy Code or any other applicable law. Neither the Debtors nor the Purchasers has engaged in any conduct that would cause or permit the Asset Purchase Agreement or the Sale Transaction to be avoided, or costs or damages to be imposed, under section 363(n) of the Bankruptcy Code. The Asset Purchase Agreement was not entered into, and the Sale Transaction is not being consummated, for the purpose of hindering, delaying or defrauding creditors of the Debtors under the Bankruptcy Code, or any other applicable laws or escaping liability for any claims against the Debtors. Neither the Debtors nor the Purchasers has

entered into the Asset Purchase Agreement or is consummating the Sale Transaction with any fraudulent or otherwise improper purpose.

14. ~~13.~~ The Asset Purchase Agreement and the Sale Transaction are undertaken by the Purchasers without collusion and in good faith, as that term is used in section 363(m) of the Bankruptcy Code and, accordingly, the reversal or modification on appeal of the authorization provided herein to consummate the Asset Purchase Agreement and the Sale Transaction shall not affect the validity of the sale of the Purchased Assets to the Purchasers, unless this Sale Order is duly stayed pending such appeal. The Purchasers are good faith buyers of the Purchased Assets and are entitled to all of the benefits and protections afforded by section 363(m) of the Bankruptcy Code.

Assumption and Assignment

15. ~~14.~~ Pursuant to sections 105(a), 363, and 365 of the Bankruptcy Code, the Debtors are authorized to assume the Designated Assigned Contracts (if any) designated for assumption and assignment in accordance with the Asset Purchase Agreement and assign the Designated Assigned Contracts to the Purchasers, free and clear of all claims, liens, encumbrances, and other interests of any kind or nature whatsoever. The Purchasers shall file a final list of Designated Assigned Contracts on or before the day before the Closing Date. All executory contracts that the Purchasers do not timely designate in writing for assignment to and assumption by the Debtors by the Closing Date shall not be considered a Designated Assigned Contract.

16. ~~15.~~ Subject to and conditioned upon the closing of the Sale Transaction, the Asset Purchase Agreement, and any confirmed plan of reorganization or liquidation, Transform

AMP, LLC shall pay the Cure Amounts for the Designated Assigned Contracts within fourteen (14) days after the Closing Date in the amounts set out in the Designated Assigned Contracts.

17. ~~16.~~ The Purchasers are found to have provided adequate assurance of future performance under the Designated Assigned Contracts within the meaning of section 365 of the Bankruptcy Code.

18. ~~17.~~ Upon payment of the Cure Amount for the Designated Assigned Contracts, the Designated Assigned Contracts, consistent with the provisions contained herein, shall be transferred to, and remain in full force and effect for the benefit of, the Purchasers in accordance with their respective terms, notwithstanding any provision in any such Designated Assigned Contract (including those of the type described in section 365(b)(2) of the Bankruptcy Code) that prohibits, restricts, or conditions such assignment or transfer and, pursuant to section 365(k) of the Bankruptcy Code, effective upon the Closing and the Debtor and the Debtor's estate shall be relieved from any post-Closing liability with respect to the Designated Assigned Contracts. No sections or provisions of any Designated Assigned Contract that purport to provide for additional payments, penalties, charges, or other financial accommodations in favor of the non-debtor counterparty to the Designated Assigned Contracts shall have any force or effect with respect to the Sale Transaction and assignments authorized by this Sale Order. Such provisions constitute unenforceable anti-assignment provisions under section 365(f) of the Bankruptcy Code and are otherwise unenforceable under section 365(e) of the Bankruptcy Code. There shall be no accelerations, assignment fees, increases, or any other fees charged to the Purchasers, the Debtors, or the Debtors' estate caused by the assumption or assignment of Designated Assigned Contracts, the Sale Transaction, or the commencement of this bankruptcy case. No Designated Assigned Contract may be terminated, or the rights of any party modified in any respect,

including pursuant to any "change of control" clause, by any other party thereto, as a result of the transactions contemplated by the Asset Purchase Agreement.

19. ~~18.~~ Upon payment of the Cure Amount for the Designated Assigned Contracts, all defaults or other obligations of the Debtors or the Debtors' estate under the Designated Assigned Contracts arising or accruing prior to the Closing (without giving effect to any acceleration clauses or any default provisions of the kind specified in section 365(b)(2) of the Bankruptcy Code) shall be deemed cured, and in no event shall the Purchasers, the Debtors, or the Debtors' estate have any liability whatsoever under any Designated Assigned Contract arising from or related to the time period prior to the Closing Date. The non-debtor counterparties to the Designated Assigned Contracts are forever barred and permanently enjoined from asserting against the Debtors, the Debtors' estate, the Purchasers, and their respective successors and assigns, any default or unpaid obligation allegedly arising or occurring before the Closing, any pecuniary loss resulting from such default, or any other claim or obligation under the Designated Assigned Contracts arising or incurred prior to the Closing, other than the Cure Amounts for the Designated Assigned Contracts. The Cure Amounts shall not be subject to further dispute or audit, including, without limitation, any audit based on performance prior to the Closing Date, irrespective of whether such Designated Assigned Contract contains an audit clause. After the payment of the applicable Cure Amounts, none of the Debtors, the Debtors' estate, or the Purchasers shall have any further liabilities to the counterparties to the Designated Assigned Contracts other than the Purchasers' obligations under the Designated Assigned Contracts that accrue and become due and payable on or after the Closing Date.

20. ~~19.~~ The Cure Amounts for the Designated Contracts shall be in the amount set out in the Purchase Agreement except as otherwise provided in this Sale Order. Such Cure Amounts shall be deemed to be finally determined, and any such counterparty shall be prohibited from challenging, objecting to, or denying the validity and finality of the Cure Amount at any time.

No Successor Liability

21. ~~20.~~ The Purchasers have given substantial and adequate consideration under the Asset Purchase Agreement, which consideration shall constitute valid, valuable, and sufficient consideration for the absolution from any potential claims of successor liability of the Purchasers to the greatest extent allowed by applicable law and neither the Purchasers nor any of their affiliates shall be deemed to: (a) be a legal successor, or otherwise deemed to be a successor, to the Debtors under any theory of law or equity; (b) have, *de facto* or otherwise, merged with or into the Debtors or its estate; (c) have a common identity or a continuity of enterprise with the Debtors; or (d) be a mere continuation or substantial continuation, or be holding itself out as a mere continuation, of the Debtors or any business, enterprise, or operation of the Debtors. Upon the Closing, to the maximum extent available under applicable law, Purchasers' acquisition of the Purchased Assets owned by the Debtors shall be free and clear of any "successor liability" claims and other types of transferee liability of any nature whatsoever, whether known or unknown and whether asserted or unasserted at the time of Closing. The operations of the Purchasers and their affiliates shall not be deemed a continuation of the Debtors' business as a result of the acquisition of the Purchased Assets.

22. ~~21.~~ Neither the purchase of the Purchased Assets by the Purchasers nor the fact that the Purchasers are using any of the Purchased Assets previously operated by the Debtors will cause the Purchasers to be deemed a successor in any respect to the Debtors' businesses or incur any liability derived therefrom within the meaning of any foreign, federal, state or local revenue, pension, ERISA, WARN, CERCLA, tax, labor, employment, environmental, or other law, rule or regulation (including filing requirements under any such laws, rules or regulations), or under any products liability law or doctrine with respect to the Debtors' liability under such law, rule or regulation or doctrine.

Other Related Relief

23. ~~22.~~ All persons that are in possession of some or all of the Purchased Assets as of or after the Closing are hereby directed to surrender possession of such Purchased Assets to the Purchasers as of the Closing or at such time thereafter as the Purchasers may request. All persons and entities are prohibited and enjoined from taking any action to adversely affect or interfere with the Claims transferred under the Asset Purchase Agreement or the ability of the Debtors to transfer the Purchased Assets to the Purchasers. The Debtors agree to exercise commercially reasonable efforts to assist the Purchasers in assuring that all persons that are presently, or on the date of the Closing may be, in possession of some or all of the Purchased Assets in which the Debtors' estate holds an interest will surrender possession of the Purchased Assets either to (i) the Debtors before the Closing Date, or (ii) the Purchasers on or after the date of the Closing.

24. ~~23.~~ The Court finds that, in light of the Debtors' marketing efforts and the absence of higher or better bids, the DIP Lender's bid reducing its loan in conjunction with the

other consideration given represents the only viable transaction available to monetize the Purchased Assets and maximize their value for the estates.

25. ~~24.~~ The Court further approves, solely for purposes of disclosure and enforcement, Transform AMP, LLC's issuance of the secured convertible promissory note in favor of the DIP Lender and entry into the related Loan Documents (including, without limitation, the Security Agreement, Intellectual Property Security Agreement, and Restrictive Covenants Agreement), as contemplated by the Asset Purchase Agreement. The Court finds that such consideration was fully disclosed, negotiated in good faith, and is integral to the consideration provided in the Sale Transaction.

26. ~~25.~~ This Sale Order is and shall be binding upon and shall govern acts of all entities including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of fees, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal, state, and local officials, and all other persons, who may be required by operation of law, the duties of their office, or contract, to accept, file, register or otherwise record or release any documents or instruments that reflect that the Purchasers are the assignee and owner of the Purchased Assets free and clear of all liens, claims, encumbrances, and other interests (other than those expressly assumed by the Purchasers or permitted to survive under the Asset Purchase Agreement) (all such entities being referred to as the "Recording Officers"). All Recording Officers are authorized to strike recorded liens, claims, interests, and encumbrances against the Purchased Assets recorded prior to the date of this Sale Order. A certified copy of this Sale Order may be filed with the appropriate clerk and/or recorded with the recorder to act to cancel any liens and other encumbrances of record, and this Sale Order is deemed to be in recordable form sufficient to be placed in the filing or

recording system of each and every federal, state, or local government agency, department, or office. If any person or entity which has filed statements or other documents or agreements evidencing liens on, or other interests in, all or any portion of the Purchased Assets shall not have delivered to the Debtors prior to the Closing, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases of liens, and any other documents necessary for the purpose of documenting the release of all liens, claims, encumbrances, or other interests which the person or entity has or may assert with respect to all or any portion of the Purchased Assets, the Debtors and Purchasers are hereby authorized, on behalf of the Debtors, the Debtors' estate, and each of the Debtors' creditors, to execute and file such statements, instruments, releases, and other documents on behalf of such person or entity with respect to the Purchased Assets, or take such other appropriate action, including seeking emergency relief in this Court or any other court to compel appropriate parties to execute termination statements, instruments of satisfaction and releases of all such liens, claims, encumbrances, or other interests with respect to the Purchased Assets. Each and every filing agent, filing officer, title agent, recording agency, governmental department, secretary of state, federal, state and local official, and any other person and entity who may be required by operation of law, the duties of its office or contract, to accept, file, register, or otherwise record or release any documents or instruments or who may be required to report or insure any title in or to the Purchased Assets, is hereby authorized and directed to accept any and all documents and instruments necessary and appropriate to consummate the Sale Transaction contemplated by the Asset Purchase Agreement and approved by this Sale Order.

27. ~~26.~~ Following the Closing, no holder of any liens, claims, encumbrances, or other interests with respect to the Purchased Assets (other than those expressly assumed by the

Purchasers or permitted to survive under the Asset Purchase Agreement or this Sale Order) or other party in interest may interfere with the Purchasers' use and enjoyment of the Purchased Assets based on or related to such liens, claims, encumbrances, or other interests, or any actions that the Debtors may take in this bankruptcy case, and no party may take any action to prevent, interfere with, or otherwise enjoin consummation of the Sale Transaction.

28. ~~27.~~ No "bulk sales," "bulk transfer" or similar laws (including those relating to taxes) of any state or other jurisdiction shall apply in any way to the transactions authorized herein, including the Asset Purchase Agreement and the Sale Transaction.

29. ~~28.~~ Notwithstanding anything in this Order or the Asset Purchase Agreement to the contrary, Transform AMP, LLC shall be solely responsible for (except for Claims transferred exclusively to the DIP Lender), and shall assume, pay, perform, and discharge when due, all costs, expenses, liabilities, and obligations arising from or related to (i) the ownership, use, or operation of the Purchased Assets, (ii) the operation of the business associated with the Purchased Assets, and (iii) the consummation and implementation of the Sale Transaction and the transactions contemplated by the Asset Purchase Agreement and related agreements. For the avoidance of doubt, the DIP Lender shall have no liability or responsibility for any such post-Closing costs, expenses, liabilities, or obligations.

30. ~~29.~~ Pursuant to section 1146(a) of the Bankruptcy Code, the issuance, transfer, or exchange of any security, or the making or delivery of any instrument of transfer under, in furtherance of, or in connection with the Sale Transaction, including, without limitation, the Asset Purchase Agreement and all ancillary documents and instruments, shall not be subject to any stamp tax, transfer tax, sales tax, use tax, or other similar tax. All filing or recording officers (or any other Person with authority over any of the foregoing) are hereby directed to accept for

filing and/or recording any of the foregoing instruments or other documents without the payment of any such taxes.

31. ~~30.~~ The Purchasers shall not be required to seek or obtain relief from the automatic stay under section 362 of the Bankruptcy Code to enforce any of its remedies under the Asset Purchase Agreement or any other related document. The automatic stay imposed by section 362 of the Bankruptcy Code is modified solely to the extent necessary to implement the preceding sentence.

32. ~~31.~~ This Sale Order and Asset Purchase Agreement shall be binding in all respects upon the Debtors, the Debtors' estate, all claimants and creditors, all holders of equity interests in the Debtors, any holders of liens, claims, encumbrances, or other interests against or on all or any portion of the Purchased Assets, all counterparties to any executory contract or unexpired lease of the Debtors, the Purchasers and their affiliates, successors, and assigns, and any subsequently appointed estate representative or other fiduciary in this bankruptcy case. The Asset Purchase Agreement, the Sale Transaction, and this Sale Order shall be enforceable against and binding upon, and shall not be subject to rejection or avoidance by, any chapter 7 or chapter 11 trustee appointed in this bankruptcy case. To the extent that anything contained in any plan of reorganization (or liquidation) confirmed in these bankruptcy cases or any order confirming any plan of reorganization (or liquidation) or any other order entered in these bankruptcy cases conflicts with or derogates from the provisions of this Sale Order, this Sale Order shall control.

33. ~~32.~~ The Asset Purchase Agreement and any related agreements, documents, or other instruments contemplated thereby may be waived, modified, amended, or supplemented by the Debtors and the Purchasers in a writing signed by such parties without further order of the

Court; *provided that* the Debtors conclude such waiver, modification, amendment, or supplement does not have a material adverse effect on the applicable Debtor's estate.

34. ~~33.~~ The failure to include specifically any particular provision of the Asset Purchase Agreement in this Sale Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court that the Asset Purchase Agreement be authorized and approved in its entirety and binding on the parties thereto.

35. ~~34.~~ To the extent of any inconsistency between the provisions of this Sale Order, the Asset Purchase Agreement, and any documents executed in connection therewith, the provisions contained in (1) this Sale Order, (2) the Asset Purchase Agreement, and (3) any documents executed in connection therewith shall govern, in that order.

36. ~~35.~~ Upon the Closing, in accordance with section 363(k) and the Asset Purchase Agreement, the portion of the DIP Lender's loan constituting the DIP Lender's credit bid in the amount of $2,000,000 shall be ~~discharged~~satisfied.

37. ~~36.~~ Nothing in this Sale Order or the Asset Purchase Agreement releases, nullifies, precludes or enjoins the enforcement of any police or regulatory liability to a governmental unit that any entity would be subject to as the post-sale owner or operator of property after the date of entry of this Sale Order. Nothing in this Sale Order or the Asset Purchase Agreement authorizes the transfer or assignment of any governmental (a) license, (b) permit, (c) registration, (d) authorization, or (e) approval, or the discontinuation of any obligation thereunder, without compliance with all applicable legal requirements and approvals under police or regulatory law. Nothing in this Sale Order divests any tribunal of any jurisdiction it may have under police or regulatory law to interpret this Sale Order or to adjudicate any defense asserted under this Sale Order.

38. ~~37.~~ This Court shall retain exclusive jurisdiction to interpret, implement, and enforce the terms and provisions of the Asset Purchase Agreement and all ancillary documents executed in connection therewith, including, without limitation, the Secured Note and the Loan Documents.

39. ~~38.~~ The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Sale Order.

40. ~~39.~~ Without further approval of this Court, the Debtors and Purchasers are authorized to execute and deliver, and perform under, one or more amendments, waivers, consents or other modifications to and under the Asset Purchase Agreement and ancillary documents, in each case, in such form as the Debtors and Purchasers may agree; provided that such amendment, waiver, consent, or modification does not materially modify, in a manner adverse to the Debtors' estate, the terms of the Asset Purchase Agreement.

41. ~~40.~~ This Court retains jurisdiction and power to, among other things, interpret, implement, and enforce the terms and provisions of this Sale Order, the Sale Transaction, and the Asset Purchase Agreement, all amendments thereto and any waivers and consents thereunder, and each of the agreements executed in connection therewith and the transactions contemplated thereby, and to adjudicate, if necessary, any and all disputes concerning or relating in any way to the Sale Transaction.

END OF ORDER # #