

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

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In re: : Chapter 11
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QUIRKY, INC., *et al.*¹ : Case No. 15-12596 (MG)
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Debtors. : (Jointly Administered)
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ORDER AUTHORIZING (I) THE SALE OF FURNITURE, FIXTURES AND EQUIPMENT OF QUIRKY, INC. FREE AND CLEAR OF ALL LIENS, CLAIMS AND ENCUMBRANCES, AND (II) QUIRKY, INC. TO PERFORM ITS OBLIGATIONS UNDER THE BILL OF SALE

Upon the motion (the “Motion”),² of Quirky, Inc. (“Quirky”) for entry of an order (this “Order”), pursuant to sections 105(a) and 363 of title 11 of the United States Code (the “Bankruptcy Code”), rules 2002 and 6004 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and rules 2002-1 and 6004-1 of the Local Bankruptcy Rules for the Southern District of New York (the “Local Rules”), (i) authorizing the sale of certain furniture, fixtures and equipment (the “Quirky FF&E”), and (ii) Quirky to perform its obligations under the Bill of Sale, all as more fully set forth in the Motion; and upon the *Declaration of Michael Katzenstein in Support of Motion of Quirky, Inc. for Entry of an Order Authorizing (I) the Sale of Furniture, Fixtures and Equipment of Quirky, Inc. Free and Clear of all Liens, Claims and Encumbrances, and (II) Quirky, Inc. to Perform Its Obligations Under the Bill of Sale* (the “Katzenstein Declaration”) filed contemporaneously with the Motion; and Flextronics

¹ The Debtors in these chapter 11 cases and the last four digits of each Debtor’s taxpayer identification number are as follows: Quirky, Inc. (2873); Wink, Inc. (8826); and Undercurrent Acquisition, LLC (9692). The Debtors’ principal offices are located at 606 West 28th Street, Seventh Floor, New York, NY 10001.

² Capitalized terms used but not defined herein shall have the respective meanings ascribed to them in the Motion and the Bill of Sale.

International USA Inc. (the “Buyer”) having submitted the highest or otherwise best offer for the Quirky FF&E; and the Court having conducted a hearing on the Motion (the “Sale Hearing”) at which time all interested parties were offered an opportunity to be heard with respect to the Motion; and the Court having reviewed and considered the Motion and the Bill of Sale; and the appearance of all interested parties and all responses and objections to the Motion having been duly noted in the record of the Sale Hearing; and upon the record of the Sale Hearing, and having heard statements of counsel and the evidence presented in support of the relief requested in the Motion at the Sale Hearing; and upon all of the proceedings had before the Court; and all objections and responses to the relief requested in the Motion having been heard and overruled, continued or resolved on the terms set forth in this Order, and it appearing that due notice of the Motion and the Bill of Sale have been provided; and it appearing that the relief requested in the Motion is in the best interests of Quirky, its estate, its creditors and all other parties in interest; and it appearing that the Court has jurisdiction over this matter; and it further appearing that the legal and factual bases set forth in the Motion and at the Sale Hearing establish just cause for the relief granted herein; and after due deliberation thereon,

THE COURT EXPRESSLY FINDS AS FOLLOWS:³

I. Jurisdiction, Venue, and Final Order

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

B. This Order constitutes a final and appealable order within the meaning of 28 U.S.C. § 158(a). Notwithstanding Bankruptcy Rules 6004(h) and 7062, and to the extent

³ All findings of fact and conclusions of law announced by the Court at the Sale Hearing in relation to the Motion are hereby incorporated to the extent not inconsistent herewith.

necessary under Bankruptcy Rule 9014 and Rule 54(b) of the Federal Rules of Civil Procedure, as made applicable by Bankruptcy Rule 7054, this Court expressly finds that there is no just reason for delay in the implementation of this Order and expressly directs entry of this Order as set forth herein.

II. Notice of the Sale of Quirky FF&E

C. On September 22, 2015 (the "Petition Date"), each of the Debtors commenced a case by filing a voluntary petition for relief under chapter 11 of the Bankruptcy Code (the "Chapter 11 Cases"). Since the Petition Date, the Debtors have continued in possession and management of their businesses and properties as debtors-in-possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

D. As evidenced by the affidavits of service previously filed with this Court, and based on the representations of counsel at the Sale Hearing, due, proper, timely, adequate and sufficient notice of the Motion, the Sale Hearing, the Bill of Sale and the sale of the Quirky FF&E has been provided in accordance with sections 102(1) and 363 of the Bankruptcy Code, Bankruptcy Rules 2002, 6004 and 9014, and Local Rules 2002-1 and 6004-1. The aforementioned notices are good, sufficient and appropriate under the circumstances, and no other or further notice of the Motion, the Sale Hearing, the Bill of Sale or the sale of the Quirky FF&E is or shall be required.

E. A reasonable opportunity to object or to be heard regarding the relief requested in the Motion was afforded to all interested persons and entities.

III. Marketing Process

F. As demonstrated by the evidence proffered or adduced at the Sale Hearing and the representations of counsel at the Sale Hearing, Quirky and its professionals have, under the circumstances, adequately and appropriately marketed the Quirky FF&E. The bidding

process was duly noticed and conducted in a diligent, non-collusive, fair, and good faith manner, and the bidding process afforded a full, fair, and reasonable opportunity for any person or entity to make a higher or otherwise better offer to purchase the Quirky FF&E. Quirky (i) provided potential purchasers, upon request, sufficient information to enable them to make an informed judgment on whether to make an offer on the Quirky FF&E, and (ii) considered any offers submitted on or before the Sale Hearing.

G. The Buyer submitted the highest and best Offer for the Quirky FF&E. The Buyer and its representatives have complied in all respects with the Bankruptcy Code, Bankruptcy Rules, Local Rules and all other applicable orders of this Court in negotiating and executing the Bill of Sale, and the sale of the Quirky FF&E and the Bill of Sale likewise comply with the Bankruptcy Code, Bankruptcy Rules, Local Rules and all other applicable orders of this Court.

IV. Highest or Otherwise Best Offer; Business Judgment

H. The Bill of Sale, including the form and total consideration to be realized by Quirky under the Bill of Sale, (i) constitutes the highest or otherwise best offer received by Quirky for the Quirky FF&E; (ii) is fair and reasonable; and (iii) is in the best interests of Quirky, its estate, its creditors and all other parties in interest.

I. Quirky's determination that the consideration provided by the Buyer under the Bill of Sale constitutes the highest or otherwise best offer for the Quirky FF&E constitutes a valid and sound exercise of Quirky's business judgment.

J. Consistent with its fiduciary duties, Quirky has demonstrated good, sufficient and sound business reasons and justifications for entering into the sale of the Quirky FF&E and the performance of its obligations under the Bill of Sale, including, but not limited to, the fact that (i) the consideration provided by the Buyer under the Bill of Sale will

provide a greater recovery for Quirky's estate than would be provided by any other available alternative; and (ii) unless the sale of the Quirky FF&E is concluded expeditiously as provided for in the Motion, recoveries of creditors will be diminished.

V. Good Faith; Arms' Length Sale

K. The sale process engaged in by Quirky, including the negotiation of the Bill of Sale, was at arms' length, non-collusive, in good faith, for fair value and substantively and procedurally fair to all parties.

L. Quirky, the Buyer and their respective representatives have complied, in good faith, in all respects with the Bankruptcy Code, Bankruptcy Rules, Local Rules and all other applicable orders of this Court with respect to the sale of Quirky FF&E and the Bill of Sale.

M. The Buyer is a good faith buyer within the meaning of section 363(m) of the Bankruptcy Code, and is therefore entitled to the full protection of that provision, and otherwise has proceeded in good faith in all respects in connection with these proceedings. Neither Quirky nor the Buyer has engaged in any conduct that would prevent the application of section 363(m) of the Bankruptcy Code.

N. The Bill of Sale and the sale of the Quirky FF&E memorialized therein were proposed, negotiated and entered into by and among Quirky and the Buyer without collusion, and neither Quirky nor the Buyer has engaged in any conduct that would cause or permit the Bill of Sale or the sale of the Quirky FF&E to be avoided, or costs or damages to be imposed, under section 363(n) of the Bankruptcy Code.

O. Neither the Buyer nor any of its affiliates, present or contemplated members, officers, directors, shareholders or any of their respective successors and assigns is an

“insider” of Quirky, as that term is defined in section 101(31) of the Bankruptcy Code. No common identity of directors or controlling shareholders exists between Quirky and the Buyer.

P. The Bill of Sale was not entered into, and neither Quirky nor the Buyer has entered into the Bill of Sale or proposes to consummate the sale of Quirky FF&E, for the purpose of hindering, delaying or defrauding Quirky’s present or future creditors. Neither Quirky nor the Buyer is entering into the Bill of Sale, or proposing to consummate the sale of the Quirky FF&E, fraudulently, for the purpose of statutory and common law fraudulent conveyance and fraudulent transfer claims whether under the Bankruptcy Code or under the laws of the United States, any state, territory, possession thereof or the District of Columbia or any other applicable jurisdiction with laws substantially similar to the foregoing.

Q. The form and total consideration to be realized by Quirky under the Bill of Sale constitutes fair value; fair, full and adequate consideration; reasonably equivalent value and reasonable market value for the Quirky FF&E.

VI. Corporate Authority

R. Quirky (i) has full corporate or other power to execute, deliver and perform its obligations under the Bill of Sale, and entry into the Bill of Sale has been duly and validly authorized by all necessary corporate or similar action; (ii) has all of the corporate or other power and authority necessary to consummate the sale of the Quirky FF&E contemplated by the Bill of Sale; and (iii) has taken all actions necessary to authorize and approve the Bill of Sale and the sale of the Quirky FF&E memorialized therein. No consents or approvals, other than those expressly provided for herein, are required for Quirky to consummate such sale of the Quirky FF&E.

VII. Section 363 Is Satisfied

S. Quirky has, to the extent necessary, satisfied the requirements of section 363(b)(1) of the Bankruptcy Code. Accordingly, appointment of a consumer privacy ombudsman pursuant to sections 363(b)(1) or 332 of the Bankruptcy Code is not required with respect to the relief requested in the Motion.

T. The Quirky FF&E constitute property of Quirky's estate, and exclusive title thereto is presently vested in Quirky's estate within the meaning of section 541(a) of the Bankruptcy Code.

U. The sale of the Quirky FF&E to the Buyer under the terms in the Bill of Sale meets the applicable provisions of section 363(f) of the Bankruptcy Code such that the sale of the Quirky FF&E will be free and clear of any and all encumbrances, and the transfer of the Quirky FF&E to the Buyer will be free and clear of all encumbrances and will not subject the Buyer or any of the Buyer's assets to any liability for any claims whatsoever (including, without limitation, under any theory of equitable law, antitrust, setoff, or successor or transferee liability). All holders of Claims (as defined herein) who did not object, or withdrew their objections to the sale of the Quirky FF&E, are deemed to have consented to the sale of the Quirky FF&E pursuant to section 363(f)(2) of the Bankruptcy Code. All holders of Claims are adequately protected – thus satisfying section 363(e) of the Bankruptcy Code – by having their Claims, if any, attach to the proceeds of the sale of the Quirky FF&E ultimately attributable to the property against or in which they assert a Claim or other specifically dedicated funds, in the same order of priority and with the same validity, force and effect that such Claim holder had prior to the sale of the Quirky FF&E, subject to any rights, claims and defenses of Quirky or its estate, as applicable, or as otherwise provided herein; provided, however, that setoff rights will

be extinguished to the extent there is no longer mutuality after the consummation of the sale of Quirky FF&E.

V. The Buyer would not have entered into the Bill of Sale and would not consummate the sale of the Quirky FF&E, thus adversely affecting Quirky, its estate, creditors, employees and other parties in interest, if the sale of the Quirky FF&E were not free and clear of all encumbrances or if the Buyer would, or in the future could, be liable for any claims, including, without limitation and as applicable, certain liabilities that expressly are not assumed by the Buyer as set forth in this Order. The Buyer asserts that it will not consummate the sale of the Quirky FF&E unless this Court specifically orders that none of the Buyer, its assets or the Quirky FF&E will have any liability whatsoever with respect to, or be required to satisfy in any manner, whether at law or in equity, whether by payment, setoff or otherwise, directly or indirectly, any (i) claim, or (ii) any successor or transferee liability for Quirky.

W. The Buyer is not a successor to Quirky or its estate by reason of any theory of law or equity, and neither the Buyer nor any of its affiliates shall assume or in any way be responsible for any liability or obligation of Quirky or its estate, except as otherwise expressly provided in this Order. The Buyer is not a continuation of Quirky or its estate, and there is no continuity between the Buyer and Quirky. The Buyer is not holding itself out to the public as a continuation of Quirky or its estate, and the sale of the Quirky FF&E does not amount to a consolidation, merger or de facto merger of the Buyer and Quirky.

X. The transfer of the Quirky FF&E to the Buyer will be a legal, valid and effective transfer of all of the legal, equitable and beneficial right, title and interest in and to the FF&E free and clear of all encumbrances. The transfer of the Quirky FF&E to the Buyer will vest the Buyer with good and marketable title to the Quirky FF&E.

Y. There is no legal or equitable reason to delay the sale of the Quirky FF&E. The sale of the Quirky FF&E must be approved and consummated promptly in order to preserve the value of Quirky's assets. All factual predicates to the waiver of any stay of this Order under Bankruptcy Rule 6004(h) have been satisfied.

Z. Quirky has demonstrated both (i) good, sufficient and sound business judgment, purposes and justifications; and (ii) compelling circumstances for the sale of the Quirky FF&E pursuant to section 363(b) of the Bankruptcy Code prior to, and outside of, a plan of reorganization in that, among other things, absent the immediate consummation of the sale, the value of Quirky's assets will be harmed. To maximize the value of the Quirky FF&E, it is essential that the sale of the Quirky FF&E occur within the timeframe set forth in the Motion. Time is of the essence in consummating the sale of the Quirky FF&E.

AA. Executing the Bill of Sale and consummation of the sale of the Quirky FF&E do not constitute a sub rosa chapter 11 plan.

THEREFORE, IT IS HEREBY ORDERED THAT:

I. General Provisions

1. The Motion is GRANTED as set forth herein.
2. Any objections to the Motion or the relief requested therein that have not been withdrawn, waived or settled, and all reservations of rights included therein, are hereby overruled on the merits and denied with prejudice. All persons and entities given notice of the Motion that failed to timely object thereto are deemed to consent to the relief sought therein.
3. 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 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.

II. Approval of the Bill of Sale

4. The Bill of Sale, all of the terms and conditions thereof, and consummation of the sale of the Quirky FF&E contemplated therein as **Exhibit A**, are authorized and approved in all respects pursuant to section 363(b) of the Bankruptcy Code. The failure specifically to include any particular provision of the Bill of Sale in this Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court that the Bill of Sale be authorized and approved in its entirety.

5. Quirky and its officers, employees and agents are authorized and directed to take any and all actions necessary, appropriate or reasonably requested by the Buyer to perform and consummate the sale of the Quirky FF&E. Quirky is further authorized to pay, without further order of this Court, any expenses or costs that are required to be paid in order to consummate the sale of the Quirky FF&E or perform its obligations under the Bill of Sale.

6. All persons and entities are prohibited and enjoined from taking any action to prevent, adversely affect or interfere with, or which would be inconsistent with, the ability of Quirky to transfer the Quirky FF&E to the Buyer in accordance with the Bill of Sale and this Order.

III. Sale and Transfer Free and Clear of Encumbrances

7. Pursuant to sections 105(a) and 363(f) of the Bankruptcy Code, the Quirky FF&E shall be sold free and clear of all claims, liens (including, without limitation, any statutory lien on real and personal property and any and all “liens” as that term is defined and used in the Bankruptcy Code, including section 101(37) thereof), liabilities, interests, rights and encumbrances, including, without limitation, the following: all mortgages, restrictions

(including, without limitation, any restriction on the use, voting rights, transfer rights, claims for receipt of income or other exercise of any attributes of ownership), hypothecations, charges, indentures, loan agreements, instruments, leases, licenses, options, deeds of trust, security interests, equity interests, conditional sale rights or other title retention agreements, pledges, judgments, demands, rights of first refusal, consent rights, offsets, contract rights, rights of setoff, recoupment rights, rights of recovery, reimbursement rights, contribution claims, indemnity rights, exoneration rights, product liability claims, alter-ego claims, environmental rights and claims (including, without limitation, toxic tort claims), labor rights and claims, employment rights and claims, pension rights and claims, tax claims, regulatory violations by any governmental entity, decrees of any court or foreign or domestic governmental entity, charges of any kind or nature, debts arising in any way in connection with any agreements, acts, or failures to act, reclamation claims, obligation claims, demands, guaranties, option rights or claims, rights, contractual or other commitment rights and claims, rights of licensees or sublicensees (if any) under section 365(n) of the Bankruptcy Code or any similar statute, rights of tenants and subtenants (if any) under section 365(h) of the Bankruptcy Code or any similar statute, and all other matters of any kind and nature, whether known or unknown, choate or inchoate, filed or unfiled, scheduled or unscheduled, noticed or unnoticed, recorded or unrecorded, perfected or unperfected, allowed or disallowed, contingent or non-contingent, liquidated or unliquidated, matured or unmatured, material or non-material, disputed or undisputed, whether arising prior to or subsequent to the commencement of these Chapter 11 Cases (but, for the avoidance of doubt, in each case arising from the ownership of the Quirky FF&E prior to the entry of this Order), and whether imposed by agreement, understanding, law, equity or otherwise, including claims otherwise arising under any theory, law or doctrine of

successor liability or related theories (all of the foregoing collectively being referred to in this Order as “Claims”, and, as used in this Order, the term “Claims” includes, without limitation, any and all “claims” as that term is defined and used in the Bankruptcy Code, including section 101(5) thereof), with all such Claims to attach to the proceeds of the sale of the Quirky FF&E to be received by Quirky with the same validity, force, priority and effect which they now have as against the Quirky FF&E, subject to any claims and defenses Quirky may possess with respect thereto; *provided, however*, that setoff rights will be extinguished to the extent there is no longer mutuality after the consummation of the sale of the Quirky FF&E.

8. Upon entry of this Order, all of Quirky’s right, title and interest in and to, and possession of, the Quirky FF&E shall be immediately vested in the Buyer pursuant to sections 105(a), 363(b) and 363(f) of the Bankruptcy Code free and clear of any and all Claims. Such transfer shall constitute a legal, valid, binding and effective transfer of, and shall vest the Buyer with good and marketable title to, the Quirky FF&E. All persons or entities presently in possession of some or all of the Quirky FF&E are directed to surrender possession of the Quirky FF&E to the Buyer or its designees upon entry of this Order or at such time thereafter as the Buyer may request.

9. This Order is and shall be binding upon and govern the acts of all entities, including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, registrars of patents, trademarks or other intellectual property, administrative agencies, governmental departments, secretaries of state, federal and local officials and all other persons and entities who may be required by operation of law, the duties of their office or contract, to accept, file, register or otherwise record or release any documents or instruments; and each of the foregoing persons and entities is hereby

authorized and directed to accept for filing any and all of the documents and instruments necessary and appropriate to consummate the sale of the Quirky FF&E memorialized by the Bill of Sale. The Quirky FF&E are sold free and clear of any reclamation rights.

10. All persons and entities (and their respective successors and assigns), including, but not limited to, all debt security holders, equity security holders, affiliates, governmental, tax and regulatory authorities, lenders, customers, vendors, employees, trade creditors, litigation claimants and other creditors holding Claims against Quirky or the Quirky FF&E arising under or out of, in connection with, or in any way relating to, Quirky, Quirky's predecessors or affiliates, the Quirky FF&E, the ownership, sale or operation of the Quirky FF&E prior to entry of this Order or the transfer of the Quirky FF&E to the Buyer, are hereby forever barred, estopped and permanently enjoined from asserting such Claims against the Buyer, its successors or assigns, their property or the Quirky FF&E. Following the entry of this Order, no holder of any Claim shall interfere with the Buyer's title to or use and enjoyment of the Quirky FF&E based on or related to any such Claim, or based on any action Quirky may take in the Chapter 11 Cases.

11. If any person or entity that has filed financing statements, mortgages, mechanic's Claims, lis pendens or other documents or agreements evidencing Claims against or in the Quirky FF&E shall not have delivered to Quirky prior to the entry of this Order, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases of all Claims that the person or entity has with respect to the Quirky FF&E, (a) Quirky is hereby authorized and directed to execute and file such statements, instruments, releases and other documents on behalf of the person or entity with respect to the Quirky FF&E; (b) the Buyer is hereby authorized to file, register or otherwise record a certified copy of this

Order, which, once filed, registered or otherwise recorded, shall constitute conclusive evidence of the release of all such Claims against the Buyer and the applicable Quirky FF&E; and (c) the Buyer may seek in this Court or any other court to compel appropriate parties to execute termination statements, instruments of satisfaction and releases of all such Claims with respect to the Quirky FF&E. This 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. Notwithstanding the foregoing, the provisions of this Order authorizing the sale and assignment of the Quirky FF&E free and clear of Claims shall be self-executing, and neither Quirky nor the Buyer shall be required to execute or file releases, termination statements, assignments, consents or other instruments in order to effectuate, consummate and implement the provisions of this Order.

12. To the maximum extent permitted under applicable law, the Buyer shall be authorized, as of the entry of this Order, to operate under any license, permit, registration and governmental authorization or approval of Quirky with respect to the Quirky FF&E, 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 Buyer as of the entry of this Order.

13. No governmental unit (as defined in section 101(27) of the Bankruptcy Code) or any representative thereof may deny, revoke, suspend or refuse to renew any permit, license or similar grant relating to the operation of the Quirky FF&E on account of the filing or pendency of the Chapter 11 Cases or the consummation of the sale of the Quirky FF&E to the extent that any such action by a governmental unit or any representative thereof would violate section 525 of the Bankruptcy Code.

IV. Good Faith; Arms' Length Sale

14. The Bill of Sale has been negotiated and executed, and the sale of the Quirky FF&E memorialized by the Bill of Sale is and has been undertaken, by Debtors, the Buyer and their respective representatives at arms' length, without collusion and in "good faith," as that term is defined in section 363(m) of the Bankruptcy Code. Accordingly, the reversal or modification on appeal of the authorization provided herein to consummate the sale of the Quirky FF&E shall not affect the validity of the sale of the Quirky FF&E, unless such authorization and consummation of the sale of the Quirky FF&E are duly and properly stayed pending such appeal. The Buyer is a good faith purchaser within the meaning of section 363(m) of the Bankruptcy Code and, as such, is entitled to the full protections of section 363(m) of the Bankruptcy Code.

15. Neither Quirky nor the Buyer has engaged in any conduct that would cause or permit the Bill of Sale or the sale of the Quirky FF&E to be avoided, or damages or costs to be imposed, under section 363(n) of the Bankruptcy Code. The consideration provided by the Buyer for the Quirky FF&E under the Bill of Sale is fair and reasonable, and the sale of the Quirky FF&E may not be avoided under section 363(n) of the Bankruptcy Code.

V. Other Provisions

16. The requirements set forth in Bankruptcy Rule 6004 and Local Bankruptcy Rules 6004-1 and 9013-1 have been satisfied or otherwise deemed waived.

17. The Buyer shall not be required to seek or obtain relief from the automatic stay under section 362 of the Bankruptcy Code to give any notice or to enforce any of its remedies under the Bill of Sale or any other sale-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; *provided however*, that this Court shall retain exclusive jurisdiction over any and all disputes with respect thereto.

18. The provisions of this Order and the Bill of Sale are non-severable and mutually dependent.

19. The Bill of Sale and any related agreements, documents or other instruments may be modified, amended or supplemented by the parties thereto and in accordance with the terms thereof, without further order of the Court; *provided* that any such modification, amendment or supplement does not have a material adverse effect on Quirky's estate.

20. The Court shall retain exclusive jurisdiction (for as long as the chapter 11 cases are open) to, among other things, interpret, implement, and enforce the terms and provisions of this Order and the Bill of Sale, all amendments thereto and any waivers and consents thereunder and each of the agreements executed in connection therewith to which Quirky is a party or which has been assigned by Quirky to the Buyer, and to adjudicate, if necessary, any and all disputes concerning or relating in any way to the sale of the Quirky FF&E. This Court retains jurisdiction to compel delivery of the Quirky FF&E, to protect the Buyer and its assets, including the Quirky FF&E, against any Claims and to enter orders, as appropriate, pursuant to sections 105(a) or 363 (or other applicable provisions) of the Bankruptcy Code necessary to transfer the Quirky FF&E to the Buyer. Buyer may at its election enforce this Order in any other court of competent jurisdiction in defense of any Claims asserted against it by third parties or similar issues.

21. As provided by Bankruptcy Rules 7062 and 9014, the terms and conditions of this Order shall be effective immediately upon entry and shall not be subject to the stay provisions contained in Bankruptcy Rule 6004(h) or any similar rule that would delay the

effectiveness of this Order. Time is of the essence in consummating the sale of the Quirky FF&E, and Quirky and the Buyer intend to consummate the sale of the Quirky FF&E as soon as possible. Therefore, any party objecting to this Order must exercise due diligence in filing an appeal and pursuing a stay or risk their appeal being foreclosed as moot.

22. This Order and the Bill of Sale shall be binding in all respects upon all creditors of (whether known or unknown), and holders of equity interests in, any Debtor, any holders of Claims in, against or on all or any portion of the Quirky FF&E, all successors and assigns of the Buyer, Quirky and its affiliates and subsidiaries and any subsequent trustee appointed in the Chapter 11 Cases or upon a conversion to chapter 7 under the Bankruptcy Code, and shall not be subject to rejection. Nothing contained in any chapter 11 plan confirmed in the Chapter 11 Cases, any order confirming any such chapter 11 plan or any order approving wind-down or dismissal of the Chapter 11 Cases or any subsequent chapter 7 cases shall conflict with or derogate from the provisions of the Bill of Sale or this Order, and to the extent of any conflict or derogation between this Order or the Bill of Sale and such future plan or order, the terms of this Order and the Bill of Sale shall control.

23. To the extent any provisions of this Order conflict with, or are otherwise inconsistent with, the terms and conditions of the Bill of Sale, this Order shall govern and control.

IT IS SO ORDERED.

Dated: January 19, 2016
New York, New York

/s/Martin Glenn

MARTIN GLENN