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*Proposed Counsel for the Debtors
 and Debtors in Possession*

UNITED STATES BANKRUPTCY COURT
 SOUTHERN DISTRICT OF NEW YORK

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	:	
<i>In re</i>	:	Chapter 11
	:	
Truvo USA LLC, <i>et al.</i>	:	Case No. 10- _____ (___)
	:	
Debtors.	:	Joint Administration Pending
	:	
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**DEBTORS' APPLICATION PURSUANT TO 28 U.S.C. § 156(c) AND
 LOCAL RULE 5075-1(a) FOR ENTRY OF AN ORDER AUTHORIZING
 AND APPROVING THE RETENTION OF KURTZMAN CARSON
 CONSULTANTS, LLC AS NOTICE AND CLAIMS AGENT TO THE DEBTORS**

("KCC RETENTION APPLICATION")

Truvo USA LLC ("TUSA"), Truvo Parent Corp. ("Truvo Parent"), Truvo Intermediate LLC ("PIK Borrower"), Truvo Subsidiary Corp. ("HY Notes Issuer") and Truvo Acquisition Corp. ("TAC", and together with TUSA, Truvo Parent, PIK Borrower and HY Notes Issuer, the "Debtors"), hereby move this Court (the "Application") for the entry of an order, substantially in the form attached hereto as Exhibit A, under 28 U.S.C. § 156(c) and Rule 5075-1 of the Local Bankruptcy Rules for the United States Bankruptcy Court for the Southern District of New York (the "Local Bankruptcy Rules") authorizing and approving the retention of Kurtzman Carson Consultants LLC ("KCC") as notice and claims agent to the Debtors. In support of this



Application, the Debtors rely on the Declaration of Marc C. F. Goegebuer in Support of First Day Motions and Applications and in Compliance with Local Rule 1007-2 (the “First Day Declaration”). In further support of this Application, the Debtors respectfully represent as follows:¹

Jurisdiction

1. The Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2). Venue of the Debtors’ chapter 11 cases in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

2. The statutory bases for the relief requested herein are 28 U.S.C. § 156(c) and Local Rule 5075-1.

Background

3. On the date hereof (the “Petition Date”), each of the Debtors filed a voluntary petition for relief under chapter 11 of title 11 of the Bankruptcy Code (the “Bankruptcy Code”).

4. The Debtors continue to operate their businesses and manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No request for the appointment of a trustee or examiner or official committee of unsecured creditors has been appointed in Debtors’ cases.

5. Simultaneously with the filing of this Application, the Debtors have sought an order of joint administration pursuant to Rule 1015(b) of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) that would provide for the joint administration of these cases and for consolidation for procedural purposes only.

¹ Additional facts and circumstances supporting this Application are set forth in the Affidavit of Albert H. Kass (the “Kass Affidavit”), a copy of which is attached hereto as Exhibit B.

6. A description of the Debtors' corporate structure and business and the events leading to the chapter 11 cases are set forth in the First Day Declaration. Capitalized terms used but not defined herein have the meanings ascribed to them in the First Day Declaration.

Relief Requested

7. By this Application, the Debtors seek entry of an order, pursuant to 28 U.S.C. § 156(c), Local Bankruptcy Rule 5075-1, and the Protocol for the Employment of Claims Agents dated May 8, 2006 and revised January 23, 2008 (Farrell-Willoughby, Clerk of the Court) appointing KCC as the notice and claims agent in these chapter 11 cases pursuant to the certain services agreement dated April 13, 2010 (the "KCC Agreement").

KCC's Qualifications

8. Although the Debtors have not yet filed their schedules of assets and liabilities, they anticipate that there will be numerous creditors and other parties in interest in the Debtors' chapter 11 cases (the "Chapter 11 Cases"). In view of the number of anticipated creditors and parties in interest and the complexity of these Chapter 11 Cases, the Debtors submit that the appointment of KCC as Claims Agent is both necessary and in the best interests of the Debtors, their estates and other parties in interest. Further, by appointing KCC as Claims Agent, the distribution of notices and the processing of claims will be expedited, and the Office of the Clerk of the Court (the "Clerk's Office") will be relieved of the administrative burden of processing what may be an overwhelming number of claims. Accordingly, the Debtors seek an order appointing KCC as Claims Agent in these Chapter 11 Cases pursuant to 28 U.S.C. § 156(c) and Local Rule 5075-1.

9. KCC is fully equipped to handle the volume of mailing involved in properly sending required notices to and processing the claims of creditors and other interested parties in

the Chapter 11 Cases. KCC is one of the country's leading chapter 11 administrators, with experience in noticing, claims administration, solicitation, balloting, and facilitating other administrative aspects of chapter 11 cases. KCC has substantial experience in matters of this size and complexity, and has acted as the official notice, claims, solicitation and balloting agent in many large bankruptcy cases pending in this District and other districts nationwide. See, e.g., In re Neff Corp., No. 10-12610 (Bankr. S.D.N.Y. May 17, 2010); In re Penton Bus. Media Holdings, Inc., No. 10-10689 (Bankr. S.D.N.Y. Feb. 11, 2010); In re Uno Rest. Holdings Corp., No. 10-10209 (Bankr. S.D.N.Y. Jan. 22, 2010); In re EnviroSolutions of New York, LLC, No. 10-11236 (Bankr. S.D.N.Y. Mar. 12, 2010); In re Japan Airlines Corp., No. 10-10198 (Bankr. S.D.N.Y. Jan. 19, 2010); In re Ultra Stores, Inc., No. 09-11854 (Bankr. S.D.N.Y. May 7, 2009); In re Lear Corp., No. 09-14326 (Bankr. S.D.N.Y. July 7, 2009); In re Charter Commc'ns, Inc., No. 09-11435 (Bankr. S.D.N.Y. Mar. 30, 2009); In re Gen. Growth Props., Inc., No. 09-11977 (Bankr. S.D.N.Y. Apr. 16, 2009); In re Magic Brands, LLC, No. 10-11310 (Bankr. D. Del. Apr. 23, 2010); In re Regent Commc'ns, Inc., No. 10-10632 (Bankr. D. Del. Mar. 2, 2010); In re Int'l Aluminum Corp., No. 10-10003 (Bankr. D. Del. Jan. 6, 2010); In re Specialty Packaging Holdings, Inc., No. 10-10142 (Bankr. D. Del. Jan. 21, 2010); In re Black Gaming, LLC, No. 10-13301 (Bankr. D. Nev. Mar. 5, 2010); In re Movie Gallery, Inc., No. 10-30696 (Bankr. E.D. Va. Feb. 3, 2010); In re Fleetwood Enters., Inc., No. 09-14254 (Bankr. C.D. Cal. Mar. 20, 2009).

Services to Be Provided

10. KCC, at the request of the Debtors or the Clerk's Office, may perform Claims Agent and related administrative services for the Debtors in accordance with the terms of the KCC Agreement and will undertake some or all of the following services:

- a. Notify all potential creditors of the filing of the bankruptcy petitions and of the setting of the first meeting of creditors, pursuant to

§341(a) of the Bankruptcy Code, under the proper provisions of the Bankruptcy Code and the Federal Rules of Bankruptcy Procedure as determined by Debtors' counsel;

- b. Prepare and serve required notices in these Chapter 11 Cases, including:
 - i. a notice of the commencement of these Chapter 11 Cases and the initial meeting of creditors under section 341(a) of the Bankruptcy Code, 11 U.S.C. § § 101-1532;
 - ii. notices of objections to claims (if necessary);
 - iii. notices of any hearings on a disclosure statement and confirmation of a plan or plans of reorganization; and
 - iv. such other miscellaneous notices as the Debtors or Court may deem necessary or appropriate for an orderly administration of these Chapter 11 Cases;
- c. Maintain an official copy of the Debtors' schedules of assets and liabilities and statement of financial affairs (collectively, "Schedules"), listing the Debtors' known creditors and the amounts owed thereto;
- d. Provide access to the public for examination of copies of the proofs of claim or proofs of interest filed in the Chapter 11 Cases without charge during regular business hours (if necessary);
- e. Furnish a notice of the last date for the filing of proofs of claims and a form for the filing of a proof of claim, after such notice and form are approved by this Court;
- f. File with the Clerk an affidavit or certificate of service which includes a copy of the notice, a list of persons to whom it was mailed (in alphabetical order), and the date mailed, within ten (10) days of service;
- g. Docket all claims received by the clerk's office, maintain the official claims registers (the "Claims Registers") for each Debtor on behalf of the Clerk, and provide the Clerk with certified duplicate, unofficial Claims Registers on a monthly basis, unless otherwise directed;
- h. Record all transfers of claims, pursuant to Bankruptcy Rule 3001(e), and provide any notices of such transfers required by Bankruptcy Rule 3001(e);

- i. Specify, in the applicable Claims Register, the following information for each claim docketed: (i) the claim number assigned, (ii) the date received, (iii) the name and address of the claimant and agent, if applicable, who filed the claim, and (iv) the classification(s) of the claim (e.g., secured, unsecured, priority, etc.);
- j. Relocate, by messenger, all of the actual proofs of claim filed with the Court to KCC, not less than weekly;
- k. Upon completion of the docketing process for all claims received to date by the clerk's office for each case, turn over to the Clerk copies of the claims register for the Clerk's review;
- l. Make changes in the Claims Registers pursuant to Court Order;
- m. Maintain the official mailing list for each Debtor of all entities that have filed a proof of claim, which list shall be available upon request by a party-in-interest or the Clerk;
- n. Assist with, among other things, solicitation and calculation of votes and distribution as required in furtherance of confirmation of plans of reorganization;
- o. Provide such other claims processing, noticing, and administrative services as may be requested from time to time by the Debtors;
- p. Thirty (30) days prior to the close of these cases, an Order dismissing the Agent shall be submitted terminating the services of the Agent upon completion of its duties and responsibilities and upon the closing of these cases;
- q. File with the Court the final version of the Claims Register immediately before the closing of these chapter 11 cases; and
- r. At the close of the case, box and transport all original documents, in proper format, as provided by the clerk's office, to the Federal Archives Record Administration, located at Central Plains Region, 200 Space Center Drive, Lee's Summit, MO 64064.

11. In addition to the foregoing, KCC will assist the Debtors with, among other things: (a) maintaining and updating the master mailing lists of creditors; (b) to the extent necessary, gathering data in conjunction with the preparation of the Debtors' schedules of assets and liabilities and statements of financial affairs; (c) tracking and administration of claims; (d)

advising on appropriate solicitation and distribution procedures and mechanics in connection with the Debtors' plan of reorganization and disclosure statements, and (e) performing other administrative tasks pertaining to the administration of these Chapter 11 Cases as may be requested by the Debtors or the Clerk's Office in accordance with the terms of the KCC Agreement.

Terms of Retention

12. The Debtors propose to retain KCC on the terms and conditions set forth in the KCC Agreement, attached hereto and incorporated herein as Exhibit C.

13. The Debtors propose that the cost of KCC's services be paid from the Debtors' estates as provided by 28 U.S.C. § 156(c) and section 503(b)(1)(A) of the Bankruptcy Code. The Debtors believe that the proposed rates to be charged by KCC are reasonable and appropriate for services of this nature. The Debtors' selection of KCC to act as Claims Agent has satisfied the Court's protocol for the retention of KCC, where the Debtors have obtained and reviewed engagement proposals from at least two other court-approved claims agents to ensure selection through a competitive process. The Debtors believe KCC's rates are competitive and reasonable given the quality of KCC's services and KCC's prior bankruptcy expertise. Prior to the Petition Date, the Debtors paid KCC a retainer of \$75,000.

14. As part of the overall compensation payable to KCC under the terms of the KCC Agreement, the Debtors have agreed to certain indemnification and contribution obligations. The KCC Agreement provides that the Debtors will indemnify and hold harmless KCC, its officers, employees and agents under certain circumstances specified in the KCC Agreement, except in circumstances of gross negligence or willful misconduct. Both the Debtors and KCC

believe that such provisions are customary and reasonable for notice and claims agents in chapter 11 cases.

15. The fees and expenses of KCC incurred in performance of the above services shall be paid by the Debtors in accordance with the KCC Agreement after the tenth (10th) day after each KCC invoice has been received by the Debtors, unless KCC is advised, within that ten-day period, that the Debtors object to the invoice, in which case the Debtors will schedule a hearing before the Court to consider the disputed invoice. In such case, the Debtors shall remit to KCC only the undisputed portion of the invoice and, if applicable, shall pay the remainder to KCC upon the resolution of the disputed portion, as mandated by this Court. Notwithstanding the foregoing, KCC may require prepayment from the Debtors under certain circumstances as set forth in the KCC Agreement.

16. The Debtors request that the undisputed fees and expenses KCC incurs in the performance of the above services be treated as an administrative expense of the Debtors' chapter 11 estates and be paid by the Debtors in the ordinary course of business without further application to the Court.

17. KCC will comply with all requests of the Clerk's Office and the guidelines promulgated by the Judicial Conference of the United States for the implementation of 28 U.S.C. § 156(c).

KCC's Disinterestedness

18. The Debtors have many creditors, and accordingly, KCC may have rendered and may continue to render services to certain of these creditors. KCC has not and will not represent the separate interests of any such creditor in these cases. Additionally, KCC employees may, in the ordinary course of their personal affairs, have relationships with certain creditors of the

Debtors. For example, one or more of KCC's employees may have obligations outstanding with financial institutions that are creditors of the Debtors or may have used the Debtors' services.

19. Although the Debtors do not propose to employ KCC under section 327 of the Bankruptcy Code, to the best of the Debtors' knowledge, information, and belief, and except as disclosed in the Kass Affidavit, KCC has represented that it neither holds nor represents any interest materially adverse to the Debtors' estate in connection with any matter on which it would be employed and that it is a "disinterested person," as referenced in 11 U.S.C. § 327(a) and as defined in 11 U.S.C. § 101(14), as modified by 11 U.S.C. § 1107(b). KCC will supplement its disclosure to the Court if any facts or circumstances are discovered that would require disclosure.

20. In connection with its retention as notice and claims agent, KCC represents, among other things, that:

- a. KCC will not consider itself employed by the United States government and shall not seek any compensation from the United States government in its capacity as the notice and claims agent in these Chapter 11 Cases;
- b. By accepting employment in these Chapter 11 Cases, KCC waives any rights to receive compensation from the United States government;
- c. In its capacity as the notice and claims agent in these Chapter 11 Cases, KCC will not be an agent of the United States and will not act on behalf of the United States; and
- d. KCC will not employ any past or present employees of the Debtors in connection with its work as the notice and claims agent in these Chapter 11 Cases.

Basis for Relief

21. Section 156(c) of title 28 of the United States Code, which governs the staffing and expenses of bankruptcy courts, states in pertinent part:

Any court may utilize facilities or services, either on or off the court's premises, which pertain to the provision of notices, dockets, calendars, and other administrative information to parties in cases filed under the provisions of title 11, United States Code, where the costs of such facilities or services are paid for out of the assets of the estate and are not charged to the United States. The utilization of such facilities or services shall be subject to such conditions and limitations as the pertinent circuit council may prescribe.

28 U.S.C. § 156(c).

22. In addition, Local Rule 5075-1(a) provides, in relevant part, as follows:

(a) The Court may direct, subject to the supervision of the Clerk, the use of agents either on or off the Court's premises to file Court records, either by paper or electronic means, to issue notices, to maintain case dockets, to maintain Judges' calendars, and to maintain and disseminate other administrative information where the costs of such facilities or services are paid for by the estate.

S.D.N.Y. LBR 5075-1.

23. Due to the size of the Debtors' Chapter 11 Cases, the number of creditors and other parties in interest involved in the Debtors' Chapter 11 Cases, and KCC's experience, the Debtors seek an order appointing KCC as the notice and claims agent in these Chapter 11 Cases pursuant to both 28 U.S.C. § 156(c) and Local Rule 5075-1 in order to relieve the Court and the Clerk's Office of these heavy administrative and other burdens.

Notice

24. Notice of the Motion has been given via facsimile, electronic transmission, hand delivery or overnight mail to: (i) the Office of the United States Trustee for the Southern District of New York; (ii) each of the Debtors' twenty (20) largest unsecured creditors; (iii) counsel to J.P. Morgan Europe Limited as Security Agent under the Intercreditor Agreement and as Senior Agent under the Senior Facility Agreement, (iv) Bank of New York as Trustee under the Notes Indenture; (v) Wilmington Trust (London) Limited as Administrative Agent under the PIK Loan

Agreement; (vi) counsel to the Coordinating Committee of Senior Lenders; (vii) counsel to the Elliott Lender (as defined in the Plan Support Agreement); (viii) the Securities and Exchange Commission; (ix) the Internal Revenue Service; and (x) the United States Department of Justice. In addition, the Chambers of the Judge assigned to preside over these cases is being served by hand. In light of the exigencies of the circumstances and the potential harm to the Debtors, their estates, and other parties in interest that will ensue if the relief requested herein is not granted, the Debtors submit that no other notice need be given.

No Prior Request

25. No prior request for the relief sought herein has been made to this or any other court.

WHEREFORE, the Debtors respectfully request that this Court (i) grant this Application and the relief requested herein; (ii) enter the proposed order attached hereto as Exhibit A authorizing and approving the retention of KCC as notice and claims agent to the Debtors; and (iii) grant such other and further relief as it deems just and proper.

Dated: July 1, 2010
New York, New York

TRUVO USA LLC and certain of its affiliates

/s/ Marc C. F. Goegebuer
Marc C. F. Goegebuer
Manager and Chief Financial Officer, Truvo USA LLC

Exhibit A

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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	:
<i>In re</i>	: Chapter 11
	:
Truvo USA LLC, <i>et al.</i>	: Case No. 10- _____ ()
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Debtors.	: Joint Administration Pending
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**ORDER AUTHORIZING AND APPROVING THE
RETENTION OF KURTZMAN CARSON CONSULTANTS LLC
AS NOTICE AND CLAIMS AGENT TO THE DEBTORS**

Upon the application (the “Application”)¹ of the above-captioned debtors and debtors-in-possession² (the “Debtors”) for entry of an order (the “Order”) pursuant to 28 U.S.C. § 156(c) and Rule 5075-1 of the Local Bankruptcy Rules for the Southern District of New York (the “Local Rules”) authorizing the retention of Kurtzman Carson Consultants LLC (“KCC”) as its notice and claims agent; and upon the Affidavit of Albert H. Kass in support of the Application; and upon consideration of the Declaration of Marc C. F. Goegebuer in Support of First Day Motions and Applications and in Compliance with Local Rule 1007-2, filed concurrently with the Application; and adequate notice of the Application having been given; and it appearing that no other or further notice is necessary; and the Court having jurisdiction to consider the Application and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334; and the Court having determined that consideration of the Application is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and the Court having determined that the legal and factual bases set forth in the Application establish just cause for the relief requested in the Application, and that such

¹ Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Application.

² The Debtors in these chapter 11 cases are: Truvo USA LLC, Truvo Parent Corp., Truvo Intermediate LLC, Truvo Subsidiary Corp. and Truvo Acquisition Corp.

relief is in the best interests of the Debtors, their estates, their creditors and the parties in interest; and upon the record in this proceeding; and after due deliberation, it is hereby

ORDERED that the Application is granted to the extent provided herein; and it is further

ORDERED that the Debtors are authorized to retain and employ KCC as their notice and claims agent subject to the terms of the Application and the KCC Agreement; and it is further

ORDERED that the terms of the KCC Agreement are approved; and it is further

ORDERED that KCC shall perform the services set forth in the Application and the KCC Agreement; and it is further

ORDERED that the Debtors are authorized to pay KCC's fees and expenses as set forth in the KCC Agreement in the ordinary course of business without the necessity of KCC filing fee applications with this Court; and it is further

ORDERED that without further order of this Court, the fees and expenses of KCC incurred in performance of the above services are to be treated as an administrative expense priority claims against the Debtors' estates and shall be paid by the Debtors in accordance with the terms of the KCC Agreement after the tenth (10th) day after each KCC invoice has been received by the Debtors, unless KCC is advised, within that ten-day period, that the Debtors object to the invoice, in which case the Debtors will schedule a hearing before the Court to consider the disputed invoice. In such case, the Debtors shall remit to KCC only the undisputed portion of the invoice and, if applicable, shall pay the remainder to KCC upon the resolution of the disputed portion, as mandated by this Court. Notwithstanding the foregoing, the Debtors may be required to prepay for certain services in accordance with the terms of the KCC Agreement; and it is further

ORDERED that in the event KCC is unable to provide the services set out in this order, KCC will immediately notify the Clerk and Debtors' counsel and cause to have all original proofs of claim and computer information turned over to another claims agent with the advice and consent of the Clerk and Debtors' attorney; and it is further

ORDERED that if these cases convert to cases under chapter 7 of the Bankruptcy Code, KCC will continue to be paid for its services until the claims filed in the Chapter 11 Cases have been completely processed; if claims agent representation is necessary in the converted chapter 7 cases, KCC will continue to be paid in accordance with 28 U.S.C. §156(c) under the terms set out in the KCC Agreement and this Order; and it is further

ORDERED that, in accordance with the Claims Agent Protocol, KCC shall (i) maintain records of all services, which will show dates, categories of services, fees charged, and expenses incurred; and (ii) serve its monthly invoices on the Office of the United States Trustee, any Official Committee of Unsecured Creditors appointed in these cases, and any party-in-interest who requests service of KCC's monthly invoices; and it is further

ORDERED that the Debtors and KCC are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Application;

ORDERED that notwithstanding the possible applicability of Rules 6004(h), 7062 and 9014 of the Federal Rules of Bankruptcy Procedure or otherwise, the terms and conditions of this Order shall be immediately effective and enforceable upon its entry; and it is further

ORDERED that the Court retains jurisdiction with respect to all matters arising from or related to the implementation of this Order.

New York, New York
Date: _____, 2010

United States Bankruptcy Judge

Exhibit B

CLEARY GOTTlieb STEEN & HAMILTON LLP
One Liberty Plaza
New York, New York 10006
Telephone: (212) 225-2000
Facsimile: (212) 225-3999
Thomas J. Moloney
Sean A. O'Neal

*Proposed Counsel for the Debtors
and Debtors in Possession*

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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<i>In re</i>	:	Chapter 11
	:	
Truvo USA LLC, <i>et al.</i>	:	Case No. 10- _____ (___)
	:	
Debtors.	:	Joint Administration Pending
	:	
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**AFFIDAVIT OF ALBERT H. KASS IN SUPPORT OF THE
APPLICATION FOR ENTRY OF AN ORDER AUTHORIZING AND
APPROVING THE RETENTION OF KURTZMAN CARSON CONSULTANTS
LLC AS NOTICE AND CLAIMS AGENT TO THE DEBTORS**

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

I, Albert H. Kass, being duly sworn, hereby depose and say:

1. I am the Vice President of Corporate Restructuring Services of Kurtzman Carson Consultants LLC (“KCC”), whose offices are located at 2335 Alaska Avenue, El Segundo, California 90245, telephone number (310) 823-9000. The matters set forth herein are made of my own personal knowledge and, if called and sworn as a witness, I could and would testify competently thereto.

2. This Affidavit is made in support of the Application for Entry of an Order Pursuant to 28 U.S.C. § 156(c) and Local Rule 5075-1 of the Local Bankruptcy Rules for the

Southern District of New York (the “Local Bankruptcy Rules”) Authorizing and Approving the Retention of Kurtzman Carson Consultants LLC as Notice and Claims Agent to the above captioned Debtors (collectively, the “Debtors”) ¹, which has been filed contemporaneously herewith (the “Application”).²

3. As agent and custodian of the Court records pursuant to 28 U.S.C. § 156(c), KCC will perform at the request of the Office of the Clerk of the Court (the “Clerk’s Office”) the noticing and claims related services specified in the Application. In addition, at the Debtors’ request, KCC will perform such other noticing, claims, technical and support services specified in the Application.

4. KCC is one of the country’s leading chapter 11 administrators, with experience in noticing, claims administration, solicitation, balloting, and facilitating other administrative aspects of chapter 11 cases. KCC has substantial experience in the matters of this size and complexity, and has acted as the official notice and claims agent in many large bankruptcy cases pending in this District and other districts nationwide. See, e.g., In re Neff Corp., No. 10-12610 (Bankr. S.D.N.Y. May 17, 2010); In re Penton Bus. Media Holdings, Inc., No. 10-10689 (Bankr. S.D.N.Y. Feb. 11, 2010); In re Uno Rest. Holdings Corp., No. 10-10209 (Bankr. S.D.N.Y. Jan. 22, 2010); In re EnviroSolutions of New York, LLC, No. 10-11236 (Bankr. S.D.N.Y. Mar. 12, 2010); In re Japan Airlines Corp., No. 10-10198 (Bankr. S.D.N.Y. Jan. 19, 2010); In re Ultra Stores, Inc., No. 09-11854 (Bankr. S.D.N.Y. May 7, 2009); In re Lear Corp., No. 09-14326 (Bankr. S.D.N.Y. July 7, 2009); In re Charter Commc’ns, Inc., No. 09-11435 (Bankr. S.D.N.Y. Mar. 30, 2009); In re Gen. Growth Props., Inc., No. 09-11977 (Bankr. S.D.N.Y. Apr. 16, 2009);

¹ The Debtors in these chapter 11 cases are: Truvo USA LLC, Truvo Parent Corp., Truvo Intermediate LLC, Truvo Subsidiary Corp. and Truvo Acquisition Corp.

² Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Application.

In re Magic Brands, LLC, No. 10-11310 (Bankr. D. Del. Apr. 23, 2010); In re Regent Commc'ns, Inc., No. 10-10632 (Bankr. D. Del. Mar. 2, 2010); In re Int'l Aluminum Corp., No. 10-10003 (Bankr. D. Del. Jan. 6, 2010); In re Specialty Packaging Holdings, Inc., No. 10-10142 (Bankr. D. Del. Jan. 21, 2010); In re Black Gaming, LLC, No. 10-13301 (Bankr. D. Nev. Mar. 5, 2010); In re Movie Gallery, Inc., No. 10-30696 (Bankr. E.D. Va. Feb. 3, 2010); In re Fleetwood Enters., Inc., No. 09-14254 (Bankr. C.D. Cal. Mar. 20, 2009).

5. KCC represents, among other things, the following:

- a. KCC is not a creditor, equity security holder or insider of the Debtors;
- b. KCC will not employ any past or present directors, officers, or employees of the Debtors in connection with its work as the notice and claims agent in these Chapter 11 Cases;
- c. KCC will not consider itself employed by the United States government and shall not seek any compensation from the United States government in its capacity as the notice and claims agent in these Chapter 11 Cases;
- d. By accepting employment in these Chapter 11 Cases, KCC waives any rights to receive compensation from the United States government;
- e. In its capacity as the notice agent and claims agent in these chapter 11 cases, KCC will not be an agent of the United States and will not act on behalf of the United States;
- f. In its capacity as notice and claims agent in these Chapter 11 Cases, KCC will not intentionally misrepresent any fact to any person;
- g. KCC shall be under the supervision and control of the Clerk's Office with respect to the receipt and recordation of claims and claim transfers; and
- h. None of the services provided by KCC as notice and claims agent shall be at the expense of the Clerk's Office.

6. The Debtors have many creditors, and accordingly, KCC may have rendered and may continue to render services to certain of these creditors. KCC has not and will not represent

the separate interests of any such creditor in these cases. Additionally, KCC employees may, in the ordinary course of their personal affairs, have relationships with certain creditors of the Debtors. For example, one or more of KCC's employees may have obligations outstanding with financial institutions that are creditors of the Debtors or may have used the Debtors services.

7. KCC is an indirect subsidiary of Computershare Limited. Computershare Limited is a financial services and technologies provider for the global securities industry. Within the Computershare corporate structure, KCC operates as a separate, segregated business unit. As such, any relationships that Computershare Limited and its affiliates maintain do not create an interest of KCC that would be materially adverse to the Debtors' estates or any class of creditors or equity security holders. Administar, a claims and noticing agent, is also an indirect subsidiary of Computershare Limited. On June 10, 2009, the marketing and operation of Administar's restructuring services were consolidated under KCC.

8. To the best of my knowledge and except as disclosed herein, KCC neither holds nor represents any interest materially adverse to the Debtors' estates in connection with any matter on which it would be employed and that it is a "disinterested person," as referenced in 11 U.S.C. § 327(a) and as defined in 11 U.S.C. § 101(14), as modified by 11 U.S.C. § 1107(b). KCC will supplement its disclosure to the Court if any facts or circumstances are discovered that would require disclosure.

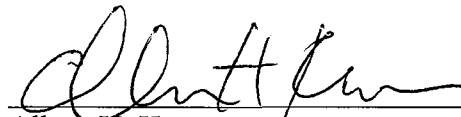
9. In performing the services of notice and claims agent, KCC will charge the Debtors the rates set forth in the KCC Agreement, which is attached as Exhibit C to the Application. The rates set forth therein are at least as favorable as the rates that KCC charges in cases in which it has been retained to perform similar services. Furthermore, prior to the

commencement of these Chapter 11 cases, the Debtors paid KCC a retainer of \$75,000 pursuant to the KCC Agreement.

10. KCC will comply with all requests of the Clerk's Office and the guidelines promulgated by the Judicial Conference of the United States for the implementation of 28 U.S.C. § 156(c). In addition, KCC will comply with all of its obligations and responsibilities under the Protocol for the Employment of Claims Agents, dated May 8, 2006, as revised January 23, 2008, and as may be further amended, issued by the Clerk of the Court. To that end, I am informed by counsel to the Debtors that proposals from three court-approved claims agents (including KCC) were obtained and reviewed.

11. Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct.

Executed on June 30, 2010.



Albert H. Kass
Vice President of Corporate Restructuring Services
Kurtzman Carson Consultants LLC

State of California
County of Los Angeles

Subscribed and sworn to before me on this 30th day of June, 2010, by Albert H. Kass, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

WITNESS my hand and official seal.

Signature

Commission # 1867869

My Comm. Expires OCT 10, 2013

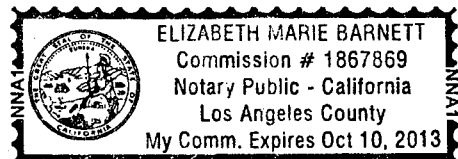


Exhibit C

KCC AGREEMENT FOR SERVICES

This Agreement is entered into as of the 13th day of April, 2010, between Truvo Parent Corp. (together with its affiliates and subsidiaries, the “Company”),¹ and Kurtzman Carson Consultants LLC (together with its affiliates and subcontractors, “KCC”).

In consideration of the premises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Terms and Conditions

I. SERVICES

A. KCC agrees to provide the Company with consulting services regarding noticing, claims management and reconciliation, plan solicitation, balloting, disbursements and any other services agreed upon by the parties or otherwise required by applicable law, government regulations or court rules or orders.

B. KCC further agrees to provide (i) computer software support and training in the use of the support software, (ii) KCC’s standard reports as well as consulting and programming support for the Company requested reports, (iii) program modifications, (iv) data base modifications, and/or (v) other features and services in accordance with the fees outlined in a pricing schedule provided to the Company (the “KCC Fee Structure”).

C. Without limiting the generality of the foregoing, KCC may, upon request by the Company, (i) provide a communications plan including, but not limited to, preparation of communications materials, dissemination of information and a call center staffed by KCC and/or (ii) provide confidential on-line workspaces or virtual data rooms and publish documents to such workspaces or data rooms (which publication shall not be deemed to violate the confidentiality provisions of this Agreement).

D. The price listed for each service in the KCC Fee Structure represents a bona fide proposal for such services, which may be accepted in whole or in part. Services will be provided when requested by the Company or required by applicable law, government regulations or court rules or orders. Services are mutually exclusive and are deemed delivered and accepted by the Company when provided by KCC.

E. The Company acknowledges and agrees that KCC will often take direction from the Company’s representatives, employees, agents and/or professionals (collectively, the “Company Parties”) with respect to the services being provided under this Agreement. The parties agree that KCC may rely upon, and the Company agrees to be bound by, any requests, advice or information provided by the Company Parties to the same extent as if such requests, advice or

¹ The term Company shall include, to the extent applicable, the Company, as debtor and debtor in possession in its chapter 11 case, together with any affiliated debtors and debtors in possession whose chapter 11 cases are jointly administered with the Company’s chapter 11 case.

KCC AGREEMENT FOR SERVICES

information were provided by the Company. The Company agrees and understands that KCC shall not provide the Company or any other party with any legal advice.

II. PRICES, CHARGES AND PAYMENT

A. KCC agrees to charge and the Company agrees to pay KCC for its services, expenses and supplies at the rates or prices set by KCC and in effect as of the date of this Agreement in accordance with the KCC Fee Structure. KCC's prices are generally adjusted periodically to reflect changes in the business and economic environment. KCC reserves the right to reasonably increase its prices, charges and rates annually. If any price increases exceed 10%, KCC will give thirty (30) days written notice to the Company.

B. The Company agrees to pay the reasonable out of pocket expenses incurred by KCC in connection with services provided under this Agreement, including but not limited to, transportation, lodging, and meals.

C. In addition to all fees for services and expenses hereunder, the Company shall pay to KCC (i) any fees and expenses related to, arising out of, or as a result of any error or omission made by the Company or the Company Parties, as mutually determined by KCC and the Company, and (ii) all taxes that are applicable to this Agreement or that are measured by payments made under this Agreement and are required to be collected by KCC or paid by KCC to a taxing authority.

D. Where the Company requires services that are unusual or beyond the normal business practices of KCC, or are otherwise not provided for in the KCC Fee Structure, the cost of such services shall be charged to the Company at a competitive rate.

E. KCC agrees to submit its invoices to the Company monthly and the Company agrees that the amount invoiced is due and payable upon the Company's receipt of the invoice. However, where total fees and expenses are expected to exceed \$10,000 in any single month, KCC may require advance payment from the Company due and payable upon demand and prior to the performance of services hereunder. If any amount is unpaid as of thirty (30) days from the receipt of the invoice, the Company further agrees to pay a late charge, calculated as one and one-half percent (1-1/2%) of the total amount unpaid every thirty (30) days. In the case of a dispute in the invoice amount, the Company shall give written notice to KCC within ten (10) days of receipt of the invoice by the Company. The undisputed portion of the invoice will remain due and payable immediately upon receipt of the invoice. Late charges shall not accrue on any amounts in dispute. Unless otherwise agreed to in writing, the fees for print notice and media publication (including commissions) as well as certain expenses must be paid at least three (3) days in advance of those fees and expenses being incurred.

F. In the event that the Company files for protection pursuant to chapter 11 of the United States Bankruptcy Code (a "Chapter 11 Filing"), the parties intend that KCC shall be employed pursuant to 28 U.S.C. § 156(c) ("Section 156(c)") and that all fees and expenses due under this Agreement shall be paid as administrative expenses of the Company's chapter 11 estate. As soon as practicable following a Chapter 11 Filing (and otherwise in accordance with applicable law and rules and orders of the Bankruptcy Court), the Company shall cause a motion to be filed with the Bankruptcy Court seeking entry of an order pursuant to Section 156(c) approving this

KCC AGREEMENT FOR SERVICES

Agreement in its entirety (the “Section 156(c) Order”). The form and substance of the motion and the Section 156(c) Order shall be reasonably acceptable to KCC. If any Company chapter 11 case converts to a case under chapter 7 of the Bankruptcy Code, KCC will continue to be paid for its services in accordance with Section 156(c) and under the terms of this Agreement.

G. To the extent permitted by applicable law, KCC shall receive a retainer in the amount of \$75,000 (the “Retainer”) that may be held by KCC as security for the Company’s payment obligations under the Agreement. The Retainer is due upon execution of this Agreement. KCC shall be entitled to hold the Retainer until the termination of the Agreement. Following termination of the Agreement, KCC shall return to the Company any amount of the Retainer that remains following application of the Retainer to the payment of unpaid invoices.

III. RIGHTS OF OWNERSHIP

A. The parties understand that the software programs and other materials furnished by KCC pursuant to this Agreement and/or developed during the course of this Agreement by KCC are the sole property of KCC. The term “program” shall include, without limitation, data processing programs, specifications, applications, routines, and documentation. The Company agrees not to copy or permit others to copy the source code from the support software or any other programs or materials furnished pursuant to this Agreement.

B. The Company further agrees that any ideas, concepts, know-how or techniques relating to data processing or KCC’s performance of its services developed or utilized during the term of this Agreement by KCC shall be the exclusive property of KCC. Fees and expenses paid by the Company do not vest in the Company any rights in such property, it being understood that such property is only being made available for the Company’s use during and in connection with the services provided by KCC under this Agreement.

IV. NON-SOLICITATION

The Company agrees that neither it nor its subsidiaries or other affiliated companies shall directly or indirectly solicit for employment, employ or otherwise retain employees of KCC during the term of this Agreement and for a period of twelve (12) months after termination of this Agreement unless KCC provides prior written consent to such solicitation or retention.

V. CONFIDENTIALITY

Each of KCC and the Company, on behalf of themselves and their respective employees, agents, professionals and representatives, agrees to keep confidential all non-public records, systems, procedures, software and other information received from the other party in connection with the services provided under this Agreement; provided, however, that if either party reasonably believes that it is required to produce any such information by order of any governmental agency or other regulatory body it may, upon not less than five (5) business days’ written notice to the other party, release the required information.

KCC AGREEMENT FOR SERVICES

VI. SUSPENSION OF SERVICE AND TERMINATION

A. This Agreement shall remain in force until terminated or suspended by either party (i) upon thirty (30) days' written notice to the other party or (ii) immediately upon written notice for Cause (defined herein). As used herein, the term "Cause" means (i) gross negligence or willful misconduct of KCC that causes serious and material harm to the Company's reorganization under chapter 11 of the Bankruptcy Code, (ii) the failure of the Company to pay KCC invoices for more than sixty (60) days from the date of invoice, or (iii) the accrual of invoices or unpaid services in excess of the retainer held by KCC where KCC reasonably believes it will not be paid.

B. In the event that this contract is terminated, regardless of the reason for such termination, KCC shall coordinate with the Company and, to the extent applicable, the clerk of the Bankruptcy Court, to maintain an orderly transfer of record keeping functions and KCC shall provide all necessary staff, services and assistance required for an orderly transfer. The Company agrees to pay for such services in accordance with KCC's then existing prices for such services. If such termination occurs following entry of the Section 156(c) Order, the Company shall immediately seek entry of an order (in form and substance reasonably acceptable to KCC) that discharges KCC from service and responsibility under Section 156(c) and this Agreement.

C. Any data, programs, storage media or other materials furnished by the Company to KCC or received by KCC in connection with the services provided under the terms of this Agreement may be retained by KCC until the services provided are paid for, or until this Agreement is terminated with the services paid in full. The Company shall remain liable for all fees and expenses imposed under this Agreement as a result of data or physical media maintained or stored by KCC. KCC shall dispose of the data and media in the manner requested by the Company. The Company agrees to pay KCC for reasonable expenses incurred as a result of the disposition of data or media. If the Company has not utilized KCC's services under this Agreement for a period of at least ninety (90) days, KCC may dispose of the data or media, and be reimbursed by the Company for the expense of such disposition, after giving the Company thirty (30) days' notice. Notwithstanding any term herein to the contrary, following entry of the Section 156(c) Order, the disposition of any data or media by KCC shall be in accordance with any applicable instructions from the clerk of the Bankruptcy Court, local Bankruptcy Court rules and orders of the Bankruptcy Court.

VII. SYSTEM IMPROVEMENTS

KCC strives to provide continuous improvements in the quality of service to its clients. KCC, therefore, reserves the right to make changes in operating procedure, operating systems, programming languages, general purpose library programs, application programs, time period of accessibility, types of terminal and other equipment and the KCC data center serving the Company, so long as any such changes do not materially interfere with ongoing services provided to the Company in connection with the Company's chapter 11 case.

KCC AGREEMENT FOR SERVICES

VIII. BANK ACCOUNTS

At the Company's request, KCC shall be authorized to establish accounts with financial institutions in the name of and as agent for the Company. To the extent that certain financial products are provided to the Company pursuant to KCC's agreement with financial institutions, KCC may receive compensation from such financial institutions for the services KCC provides pursuant to such agreement.

IX. LIMITATIONS OF LIABILITY AND INDEMNIFICATION

A. The Company shall indemnify and hold KCC, its affiliates, members, directors, officers, employees, consultants, subcontractors and agents (collectively, the "Indemnified Parties") harmless, to the fullest extent permitted by applicable law, from and against any and all losses, claims, damages, judgments, liabilities and expenses (including reasonable counsel fees and expenses) (collectively, "Losses") resulting from, arising out of or related to KCC's performance under this Agreement. Such indemnification shall exclude Losses resulting from KCC's gross negligence or willful misconduct. Without limiting the generality of the foregoing, Losses include any liabilities resulting from claims by any third-parties against any Indemnified Party. The Company shall notify KCC in writing promptly upon the assertion, threat or commencement of any claim, action, investigation or proceeding that the Company becomes aware of with respect to the services provided by KCC under this Agreement. The Company's indemnification obligations hereunder shall survive the termination of this Agreement.

B. Except as provided herein, KCC's liability to the Company or any person making a claim through or under the Company for any Losses of any kind, even if KCC has been advised of the possibility of such Losses, whether direct or indirect and unless due to gross negligence or willful misconduct of KCC, shall be limited to the total amount billed or billable to the Company for the portion of the particular work which gave rise to the alleged Loss. In no event shall KCC's liability to the Company for any Losses, whether direct or indirect, arising out of this Agreement exceed the total amount billed to the Company and actually paid to KCC for the services contemplated under the Agreement. In no event shall KCC be liable for any indirect, special or consequential damages such as loss of anticipated profits or other economic loss in connection with or arising out of the services provided for in this Agreement.

C. The Company is responsible for the accuracy of the programs, data and information it or any Company Party submits for processing to KCC and for the output of such information. KCC does not verify information provided by the Company and, with respect to the preparation of schedules and statements, all decisions are at the sole discretion and direction of the Company. The Company reviews and approves all schedules and statements filed on behalf of, or by, the Company; KCC bears no responsibility for the accuracy or contents therein. The Company agrees to initiate and maintain backup files that would allow the Company to regenerate or duplicate all programs and data submitted by the Company to KCC.

D. The Company agrees that except as expressly set forth herein, KCC makes no representations or warranties, express or implied, including, but not limited to, any implied or express warranty of merchantability, fitness or adequacy for a particular purpose or use, quality, productiveness or capacity.

KCC AGREEMENT FOR SERVICES

X. FORCE MAJEURE

Whenever performance by KCC of any of its obligations hereunder is materially prevented or impacted by reason of any act of God, strike, lock-out or other industrial or transportation disturbance, fire, lack of materials, law, regulation or ordinance, war or war condition, or by reason of any other matter beyond KCC's reasonable control, then such performance shall be excused and this Agreement shall be deemed suspended during the continuation of such prevention and for a reasonable time thereafter.

XI. INDEPENDENT CONTRACTORS

The Company and KCC are and shall be independent contractors of each other and no agency, partnership, joint venture or employment relationship shall arise, directly or indirectly, as a result of this Agreement.

XII. NOTICES

All notices and requests in connection with this Agreement shall be given or made upon the respective parties in writing and shall be deemed as given as of the third day following the day it is deposited in the U.S. Mail, postage pre-paid or on the day it is given if sent by facsimile or on the day after the day it is sent if sent by overnight courier to the appropriate address set forth below:

Kurtzman Carson Consultants LLC
2335 Alaska Ave.
El Segundo, CA 90245
Attn: Drake D. Foster
Tel: (310) 823-9000
Fax: (310) 823-9133

Truvo Parent Corp.
1209 Orange Street
Wilmington, DE 19801
Attn: Marc C.F. Goegebuer
Tel: +32 3 285 6465
Fax: +32 3 285 6365

Or to such other address as the party to receive the notice or request so designates by written notice to the other.

XIII. APPLICABLE LAW

The validity, enforceability, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of New York.

XIV. ENTIRE AGREEMENT/ MODIFICATIONS

Each party acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and further agrees that it is the complete and exclusive statement of the agreement between the parties, which supersedes and merges all prior proposals, understandings, other agreements, and communications oral and written between the parties relating to the subject matter of this Agreement. The Company represents that it has the authority to enter into this Agreement, and the Agreement is non-dischargeable under any applicable statute or law. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired



KCC AGREEMENT FOR SERVICES

thereby. This Agreement may be modified only by a written instrument duly executed by an authorized representative of the Company and an officer of KCC.

XV. ASSIGNMENT

This Agreement and the rights and duties hereunder shall not be assignable by the parties hereto except upon written consent of the other, with the exception that this Agreement can be assigned without written consent by KCC to a wholly-owned subsidiary or affiliate of KCC.

XVI. ARBITRATION

Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) shall be entered in any court having jurisdiction thereof. For that purpose, the parties hereto consent to the jurisdiction and venue of an appropriate court located in New York County, State of New York.

XVII. ATTORNEYS' FEES

In the event that any legal action, including an action for declaratory relief, is brought to enforce the performance or interpret the provisions of this Agreement, the parties agree to reimburse the prevailing party's reasonable attorneys' fees, court costs, and all other related expenses, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which the prevailing party may be entitled.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the first date mentioned above.

Kurtzman Carson Consultants LLC

A handwritten signature in dark ink, appearing to read 'Albert Kass', written over a horizontal line.

BY: ALBERT KASS DATE: 4/14/2010
TITLE: VP, Corporate Restructuring

Truvo Parent Corp.

A large, stylized handwritten signature in dark ink, appearing to read 'Donald A. Kelly', written over a horizontal line.

BY: Donald A. Kelly DATE: 14 April 2010
TITLE: President